

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge

Case No. 2019-000120

Gary Griffin and Rachel Griffin,

Plaintiffs/Appellants,

v.

Shannon Rollings,
d/b/a Shannon Rollings Real Estate, LLC,

Defendant/Respondent.

THE RECORD ON APPEAL

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF AIKEN	)	CIVIL ACTION NO. 2018-CP-02-02060
	)	
Gary Griffin and Rachel Griffin,	)	
	)	
Plaintiffs,	)	
	)	ORDER GRANTING DEFENDANT'S MOTION
v.	)	FOR SUMMARY JUDGMENT
	)	
Shannon Rollings, d/b/a Shannon Rollings	)	
Real Estate, LLC,	)	
	)	
Defendant.	)	
	)	

This matter is before the Court upon cross-motions for summary judgment; Plaintiffs' Motion for Partial Summary Judgment and Motion for Consolidation and Defendant's Motion for Summary Judgment. Both parties have submitted extensive briefs, affidavits, statutory law and case law for the Courts consideration. On December 11, 2018, the Court heard extensive oral arguments from Counsel of Record.

Based upon the following, the Court **GRANTS** Defendant's Motion in its entirety and this action is **DISMISSED** with prejudice.

FACTUAL ALLEGATIONS

The Plaintiffs' Complaint alleges that the Defendant Realtor was grossly negligent for the publication of a false and misleading South Carolina Real Estate Disclosure Statement ("Disclosure Statement") and that the actions or inactions of Defendant Shannon Rollings, d/b/a Shannon Rollings Real Estate, LLC, (hereinafter "Defendant Realtor") directly led to the Plaintiffs' entering into a defective title transaction. *See, Complaint, ¶13.* Specifically, this action arises out of a real estate transaction which took place on January 16, 2015 involving the property located at 8 Lake Selisa Drive, North Augusta, South Carolina. ("Subject Property").

Defendant Realtor acted as agent for Milton and Teresa Rollins, sellers of the Subject Property. Shortly after the purchase of the property, the neighbor, Mr. Dennis Turner attempted to assert claim to portions of the front yard of the Griffins and began to erect a fence. By Order of the Master in Equity, Mr. Turner was directed to take down the fence and not to place any obstruction on the Griffin property.

The historical facts regarding the land upon which the Subject Property sits are significant. In 1972 W.M. Gregory, a developer and his daughter, Barbara Parr, developed and conveyed residential lots to various purchasers in the subdivision where the Subject Property is located. Dennis Turner owns the property located at 9 Lake Selisa Drive. He is the adjoining landowner. In August of 2007, Turner acquired a quit-claim deed that purportedly granted him an ownership interest in both the paved portion of Lake Selisa Drive and the abutting properties within a fifty (50) foot right of way of the street. The Plaintiffs allege that shortly after the quit-claim deed was recorded, Mr. Turner began giving notice of his ownership of Lake Selisa Drive to adjoining landowners.

On January 16, 2015, Milton and Teresa Rollins sold the Subject Property to the Plaintiffs via general warranty deed prepared by closing attorney Richard Taylor. In connection with this transaction, Mr. Taylor prepared a Deed of Easement which conveyed to the Griffins the right to ingress and egress the Subject Property. In exchange for this easement, the Rollins paid Mr. Turner one thousand and five hundred dollars (\$1,500.00). The Plaintiffs claim; however, that they had no knowledge of any conflict or property dispute with Mr. Turner. They claim that knowledge of this conflict was fraudulently withheld from them by Defendant Realtor. Defendant Realtor denies having any prior knowledge of Mr. Turner's claims to the Subject Property.

The essence of the Plaintiffs' claim is that the Defendant Realtor was negligent in failing to disclose Mr. Turner's history of attempting to exercise control and limit access to the Subject Property and for failing to ensure that her clients- the Rollins- disclosed this information on the South Carolina Residential Property Condition Disclosure Statement.

Defendant Realtor was previously involved in Civil Action No. 2017-CP-02-01437 where the Plaintiffs brought claims against Fidelity Bank, Milton P. Rollins, Teresa F. Rollins and Shannon Rollings, d/b/a Shannon Rollings Real Estate, LLC. A voluntary dismissal of Defendant Realtor without prejudice was entered on December 11, 2017. The present action was served upon the defendants in September 2018. Plaintiffs seek to consolidate this action with Civil Action No. 2017-CP-02-01437. The same causes of action for negligence are present in both as it relates to Defendant Realtor.

STANDARD OF REVIEW

Rule 56(c) of the South Carolina Rules of Civil Procedure states that a motion for summary judgment must be granted, if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgments as a matter of law." *Bennett v. Carter*, 421 S.C. 374, 379; 807 S.E.2d 197, 200 (2017). "In determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn therefrom in the light most favorable to the party opposing summary judgment." *Progressive Max Ins. Co. v. Floating Caps, Inc.*, 405 S.C. 35, 747 S.E.2d 178 (2013); *Wachovia Bank, N.A. v. Coffey*, 404 S.C. 421, 746 S.E.2d 35 (2013).

Summary judgment is warranted when plain, palpable, and undisputable facts exist on which reasonable minds cannot differ. *Skywaves I Corp. v. Branch Banking & Tr. Co.*, 423 S.C.

432, 814 S.E.2d 643, 654 (Ct. App. 2018), rehearing denied (June 21, 2018) (citing *NationsBank v. Scott Farm*, 320 S.C. 299, 302-03, 465 S.E.2d 98, 100 (Ct. App. 1995). A grant of summary judgment expedites the disposition of cases not requiring the services of a fact finder. *Cunningham v. Anderson City*, 414 S.C. 298, 301-02, 778 S.E.2d 884, 886 (2015) (citing *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003)). To survive a motion for summary judgment a plaintiff must offer evidence of a genuine issue of material fact with regard to each element of each cause of action. *McLaughlin v. Williams*, 379 S.C. 451, 665 S.E.2d 667, 456, 670 (Ct. App. 2008).

FINDINGS

The Plaintiffs seek damages for the Defendants Realtor's alleged "gross negligent failure to provide them with a Disclosure Statement that contained complete and honest information that had been at least reviewed and signed by the sellers of the property . . ." See, Complaint, ¶¶ 11 and 13. The Plaintiffs, further, contend that the Defendant Realtor "knowingly and falsely marketed the property without ever disclosing the property claim of an adjoining neighbor." *Id.* The Defendant Realtor asserts that she had no knowledge of any issue regarding title to the Subject Property at the time the disclosure statement was made. The affidavits of Shannon Rollins are uncontroverted with the material submitted by the Plaintiffs.

The Court finds that there are no genuine issues of material fact with regard to the Plaintiffs' claims, and summary judgment is appropriate at this time.

I. The Court finds that Defendant Realtor complied with S.C. Code Ann. § 27-50-70.

Pursuant to South Carolina law, a real estate brokerage firm or agency providing services to a client, thorough an agency agreement is bound by the duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting. S.C. Code Ann. §40-57-350(A). As

agent for the sellers in the real estate transaction at issue, the Defendant Relator owed no duty to the Plaintiffs, buyers of the Subject Property, to discover any issues regarding the title of the Subject Property. Her duties were to the sellers, only. S.C. Code Ann. §40-57-350(C).

The Residential Property Condition Disclosure Act sets out specific duties that listing agents and/or selling agents must comply with regarding such disclosures. *See*, S.C. Code Ann. §27-50-10, *et seq.* As agent for the sellers in the real estate transaction, the Defendant Realtor had a duty to “inform in writing each owner covered by the listing agreement of the owner’s obligations” regarding the disclosure statement. S.C. Code Ann. § 27-50-70(A). This same provision of the Code goes on to detail, in pertinent part, that: “[i]f the listing agent performs this duty, [s]he is not liable for the owner’s refusal or failure to provide a prospective purchaser with a disclosure statement. *Id.* What is more is that the listing agent or selling agent is not liable to a purchaser if “(1) the owner provides the purchaser with a disclosure statement that contains false, incomplete, or misleading information; and (2) the real estate licensee did not have reasonable cause to suspect that the information was false, incomplete, or misleading.

The Defendant Realtor was hired by the Rollins, then owners of the Subject Property, as their agent in May of 2014. *See*, Affidavit of Rolling, ¶ 3. Prior to being contacted and hired by the Rollins, the Defendant Realtor was not familiar with the Subject Property. *Id.* at ¶ 4. At the time the Defendant Realtor had the Plaintiffs complete the Disclosure Statement, she had no actual or constructive knowledge of any title issues related to the Subject Property nor was she aware of any disputes with Mr. Turner. *Id.* at ¶ 6. She had no reason to believe that the information provided by the Rollins was false, incomplete, or misleading. *Id.*

What is more is that the Defendant Realtor heard nothing more regarding Mr. Turner’s claim or any disputes regarding the title to the Subject Property until January 15, 2015, a day

prior to the scheduled closing. *Id.* at ¶ 11. It was then that she was informed by the closing attorney, Mr. Taylor, that it was necessary to obtain an easement from Mr. Turner prior to closing. *Id.* Importantly, during this conversation, Mr. Taylor informed the Defendant Realtor that the Rollins would need to pay Mr. Turner \$1500.00 (fifteen thousand dollars) in exchange for the easement. *Id.* at ¶¶ 11. Monumental is the fact that neither the Defendant Realtor, nor anyone from her office played a part in negotiating the easement or the amount of the related payment with Mr. Turner. *Id.* at ¶ 13.

Based upon the evidence before the Court, it was only after receiving notice of the required easement and negotiation that the Defendant Realtor's office made contact with the Rollins regarding the payment of funds which they agreed to have deducted from the proceeds from the sale of the Subject Property. *Id.* at ¶ 12. *See also*, Exhibit A to Affidavit of Rollings.

The Plaintiffs, ironically, allege that prior to closing on January 16, 2015, they were:

[U]nacquainted with any of the residents of Lake Selisa Drive; unacquainted with the abutting property owner Dennis Turner and his seven year history of attempting to exercise ownership of Lake Selisa Drive, its right-of-way, and the front yards of adjoining lot owners; . . . unaware that Dennis Turner claimed colorable title to a cross section of [their] front yard . . .

Complaint, ¶ 8. There is; however, ample evidence in the record demonstrating that the above allegations are simply untrue. The Plaintiff Daniel Griffin, himself, was well aware of the negotiated easement and related payment prior to closing on the Subject Property; such is, in the very least, evidenced by his receipt of an email from his agent, Grant Sutton. *See*, Affidavit of Rolling, ¶ 14. *See also*, Exhibit B to Affidavit. Therein, the Plaintiffs' realtor indicates that he had contacted the Defendant Realtor and informed her of the issues regarding title and the resolution thereof. *Id.* Also significant is the fact that the Plaintiff Daniel Griffin, met with Mr. Turner and his wife regarding the resolution of the property dispute on the Wednesday prior to

closing and it appears that they were able to establish a "good relationship," *Id.* at ¶ 15., *See also*, Exhibit C to Affidavit. Furthermore, the closing attorney discussed the easement and its legal significance with the Plaintiffs on the date of the closing. *See*, Dep. of Taylor, pg. 56, lines 14-25 through pg. 58, line 1, attached hereto as Exhibit H.

The evidence presented clearly shows that Defendant Realtor complied with the applicable laws and duties throughout this transaction and could not be expected to foretell further events between Plaintiffs and their neighbor, Dennis Turner.

Based upon the absence of any issue of material fact, in this regard alone, the Court finds that the Defendant Realtor is entitled to summary judgment as a matter of law.

II. The statute of limitations, applicable to Plaintiffs' claims as plead, has run.

The Defendant Realtor, additionally, raised the statute of limitations as an affirmative defense in her Answer to the Plaintiffs' Complaint.

In this regard, the Court is in receipt of and has considered the Plaintiffs' *Motion for Summary Judgment on Defendant Shannon Rollings' Statute of Limitations Defense*, filed on November 27, 2018. The Plaintiffs contend that their action is founded upon a title to real property and that the Disclosure Statement is a real estate service or devise that specifically relates to their interest in title to real property. It is based upon this that they contend the ten year statute of limitations, provided under S.C. Code Ann. § 15-3-350, is applicable to their present action.

The code provision relied upon by the Plaintiffs, entitled *Action founded on title or for rents or services*, provides:

No cause of action or defense to an action founded upon a title to real property or to rents or services out of the same shall be effectual unless it appear that the person prosecuting the action or making the defense or under whose title the action is prosecuted or the defense is made, or the ancestor, predecessor or grantor

of such person, was seized or possessed of the premises in question within ten years before the committing of the act in respect to which such action is prosecuted or defense made.

S.C. Code Ann. § 15-3-350.

The Defendant Realtor disagrees and, instead, insists that the three-year statute of limitations is applicable. At the hearing, Defendant Realtor argued that the Plaintiffs are attempting to disguise their action, clearly one based in tort, as one for title to real property. The Court agrees.

In support of this position, Defendant Realtor relies upon the case of *Palmetto Co. v. McMahon*, 395 S.C. 1, 716 S.E.2d (Ct. App. 2011). There the plaintiff made the same argument that the Plaintiffs are attempting to make here. In that case, the parties entered into a written lease agreement. *Id.* The plaintiff, thereafter, filed an application and affidavit for collection of rent. *Id.* The magistrate determined that the applicable statute of limitations was ten years under §15-3-350. The Court of appeals, *unpersuaded by the labeling of plaintiff's claim* as one for distraint, found that the claim arose out of contract and not title to real property and determined that the three year statute of limitations was appropriate.

Moreover, during oral arguments, the Court specifically asked Plaintiffs' Counsel whether his clients had title to the property and counsel answered in the affirmative. As such, the action brought by the Plaintiffs is not the type of action that the legislature intended to be covered by §15-3-350. The Court finds that the Plaintiffs have not brought an action seeking to recover title to the Subject Property. They have, instead, brought a negligence action for damages based solely in tort. Therefore, the applicable statute of limitations is three years. *See*, S.C. Code Ann. § 15-3-530 (Code provision under the Article entitled *Actions Other than for Recovery of Real Property*).

The Plaintiffs stipulated to the dismissal of the Defendant Realtor from the active civil case, 2017-CP-02-1437, on December 11, 2017 and had a right to refile an action against Defendant Realtor. They simply chose not to do so within the applicable time period.

Consequently, the Court finds that the applicable statute of limitations for Plaintiffs' action has run and this action is barred.

CONCLUSION

Based upon the above, Plaintiffs cannot maintain an action against Defendant Realtor based upon the allegations of the Complaint. Therefore, the Court finds that Defendant Realtor's Motion for Summary Judgment should be granted. Accordingly, the Defendant's Motion for Summary Judgment is **GRANTED** and the Plaintiffs' case is hereby **DISMISSED** with prejudice.

AND IT IS SO ORDERED.

The Honorable Doyet A. Early, III
Chief Admin. Judge, Second Judicial Circuit

January __, 2018
_____, SC



Aiken Common Pleas

Case Caption: Gary Griffin , plaintiff, et al VS Shannon Rollings , defendant, et al
Case Number: 2018CP0202060
Type: Order/Summary Judgment

So Ordered

s/D.A. Early III 2136

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STATE OF SOUTH CAROLINA,)
COUNTY OF AIKEN)
GARY GRIFFIN AND RACHEL GRIFFIN,)
Plaintiffs,)
vs.)
SHANNON ROLLINGS, d/b/a Shannon)
Rollings Real Estate, LLC.,)
Defendants.)

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

AIKEN, South Carolina

Dated: August 30th, 2018

S/ Calvin A. Rouse

Attorney for Plaintiff

Address: CALVIN ROUSE
P.O. BOX 3945
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SC BAR 12543

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

GARY GRIFFIN and
RACHEL GRIFFIN,

Plaintiff(s),

vs

SHANNON ROLLINGS, d/b/a Shannon
Rollings Real Estate, LLC,

Defendant(s).

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

CIVIL ACTION FILE NO.
2018-CP-02-_____

COMPLAINT AND PETITION FOR CONSOLIDATION

COMES NOW, Plaintiffs Gary and Rachel Griffin who for their complaint against the Defendants named herein would show this Honorable Court, as follows:

1. **Jurisdiction:** Defendant Shannon Rollings is a licensed South Carolina real estate broker who resides in Aiken County, South Carolina, and at all times conducted business as "Shannon Rollings Real Estate, LLC." Defendant Rollings is subject to the jurisdiction of this Court.
2. **Summary Statement of the Case:** The Griffins' claim against Defendant Rollings (and other named party Defendants in Aiken County Civil Action No. 2017-CP-02-01437), arises from a faulty real estate transaction that occurred on January 16, 2015, involving the purchase of the family home located at 8 Lake Selisa Drive, North Augusta, South Carolina. Since the time of purchase, the Plaintiffs' adjoining land owner, Dennis Turner has claimed titled ownership of the Griffins' front yard and has regularly used the Aiken County Sheriff's Department to enforce his putative control over the disputed land. In this action, the Plaintiffs seek to recover the legal costs they incurred after the closing in trying to obtain both legal title and the quiet and peaceful enjoyment of their property as promised in their Warranty Deed. Specifically, Plaintiffs seek actual damages for breach of

promises made in the Residential Property Condition "Disclosure Statement" published by the Defendant realtor. Plaintiffs seek actual damages for the realtors' deceptive listing, advertising and brokerage of a property known (or reasonably should have been known), to be unmarketable at the time of sale.

3. Under the auspices of S.C. Code 15-3-350, and because the Griffin Plaintiffs, and more specifically, their immediate grantors (Milton and Teresa Rollins), were seized in full possession of Lot 18 (8 Lake Selisa Drive, North Augusta, South Carolina), without physical obstruction or encroachment, and with special ownership interest all along a publicly accessible road fronting their property, within ten (10), years before the commencement of this action, the Griffin Plaintiffs have standing to complain against the Rollings Defendant for the grossly negligent publication of a false and misleading "Disclosure Statement" that directly led to the Plaintiffs entering into a defective title transaction.

4. **Historical Facts:** In 2011, Turner erected fencing across the front yard of 8 Lake Selisa Drive; Prior owners, Milton and Teresa Rollins, subsequently tore down the fencing erected in front of their home.¹

5. At the January 16, 2015, closing the Griffin Plaintiffs purchased their residence from the Rollins by General Warranty Deed without knowledge of Turner's claim to their front yard. The closing attorney, Richard Taylor also prepared a "Deed of Easement" in which Dennis Turner conveyed to the Plaintiffs the right of ingress and egress to the Griffins' newly acquired property.

6. The sellers, Milton and Teresa Rollins, paid Dennis Turner \$1,500.00 to execute the easement. The price of the easement was calculated from the amount of past damages allegedly

¹ Tenants may have actually torn down the fencing; the prior owners leased their residence from time to time.

caused by the Rollins, or by their tenants, to Turner's fencing and to other purported property interests located in part within the landscaped front yard of the Griffin property.

7. After the Griffins moved into their residence, Turner again erected fencing, metal rods set in concrete, and other barriers within the landscaped portion of the Griffins' front yard.

8. Prior to the Griffins' January 16, 2015, purchase of 8 Lake Selisa Drive, North Augusta, the Plaintiffs were residents of Columbia County, Georgia, and were:

- a. unacquainted with any of the identified persons or parties in this action;
- b. unacquainted with any of the residents of Lake Selisa Drive;
- c. unacquainted with abutting property owner Dennis Turner and with his seven year history of attempting to exercise ownership of Lake Selisa Drive, its right-of-way, and the front yards of adjoining lot owners;
- d. unaware of Turner's past history of having erected fencing across front portions of the Plaintiffs' newly acquired property;
- e. unaware that the Rollins, or their tenants, had torn down Turner's fencing so that the residents of 8 Lake Selisa Drive would continue to possess unrestricted access from their home onto the abutting roadway;
- f. unaware that forty-year-old Warlissa Estates subdivision contained more than forty-four (44) residential home sites, none of which ever required an ingress-egress easement to be publicly (or privately), accessible;
- g. unaware that Dennis Turner claimed colorable title to a cross section of the Griffins' front yard based on the original 1972 subdivision plat for Warlissa Estates which showed Lake Salisa Drive to have a 50' right-of-way;² and,

² Several subsequently prepared plats for Lake Selisa Drive home sites also described the adjoining street as still having retained its original 50' right-of-way.

- h. entirely unaware at the time of closing that they would have to retain the services of an attorney:
 - (i) to seize complete possession of 8 Lake Selisa Drive, and (ii) to acquire title to the entire premises as duly conveyed to them from a thirty-five (35), year chain of title.
- 9. ***Plaintiffs' Claims:*** Prior to the January 16, 2015, closing date, Defendant Rollings and the prior owners Rollins, actually knew, or reasonably should have known by responsible prudent inquiry:
 - a. that Dennis Turner had historically attempted to exercise control over Lake Selisa Drive and had particularly attempted to limit access to 8 Lake Selisa Drive; reasonable prudence required the Defendants to disclose Turner's claims of supposed ownership;
 - b. that three days before the January 16, 2015, closing, Dennis Turner refused to sign the paperwork for the Griffin easement (unless he was compensated for past damages to *his property*); reasonable prudence required the Defendants to disclose Turner's legal authority for first refusing and then later granting an easement.
- 10. The Griffins performed the following acts constituting "due diligence" with regard to the purchase of their residence, none of which acts provided them with either actual knowledge of the claims of Dennis Turner, or with inquiry facts which reasonably should have made them aware of Turners' claims:
 - a. On February 5, 2015, Griffins purchased a survey which: (1) did not indicate any portion of the 50' right-of-way to Lake Selisa Drive to be located on their land; (2) did not distinguish between the paved portion of Lake Selisa Drive and its right-of-way; and (3) did not indicate that Dennis Turner owned any of the landscaped area in the front yard of the Griffin residence;
 - b. Before the closing, the Griffins obtained two appraisals on the subject property, neither of which indicated that Lake Selisa Drive was a "private road" or that an easement existed (or was needed), to access any of the home sites on Lake Selisa Drive; and,

- c. Prior to the closing, visited and walked the property numerous times, met all the neighbors (particularly including Dennis Turner), and saw nothing and heard nothing from anyone that would distinguish 8 Lake Selisa Drive from any typical home on an cul-de-sac in an Aiken County subdivision.

11. *Particularly As to Defendant Shannon Rollings, d/b/a Shannon Rollings Real Estate, LLC:*

Plaintiffs contend that Shannon Rollings Real Estate (vis-à-vis its agents and licensees), never got the sellers, Milton and Teresa Rollins, to personally review and actually sign the "Residential Property Condition Disclosure Statement,"³ that was presented to the Plaintiffs to perfect the real estate purchase agreement. The Disclosure form was "incomplete and misleading" by entirely failing to reveal any information concerning the boundary dispute with adjoining land owner Dennis Turner.

12. Plaintiffs contend that Defendant Rollings, vis-à-vis her licensees, realty sales agents and employees, never gave the "Disclosure Statement" form to the sellers/Rollins to complete. Critical information on the "Disclosure Statement" related to possible boundary line disputes was left blank on the form exclusively because of the grossly negligent processing of the document by Rollings. Plaintiffs contend that Shannon Rollings, or one of her realty licensees:

- a. communicated directly with Dennis Turner a few days before the January 16, 2015, closing for the express purpose of negotiating payment for the alleged damages to Turner's fencing which was torn down by the sellers' tenants;
- b. communicated directly with the Rollins Defendants (sellers), before closing, and persuaded them to allocate an additional \$1,500.00 from their closing proceeds to pay Dennis Turner for his alleged fencing damages; and,

³ Required by South Carolina law S.C. Code Ann. § 27-50-40.

c. failed to properly communicate directly with the Rollins, for the purpose of obtaining meaningful, and accurate information for inserting into the Disclosure Statement, as well as obtaining the genuine signatures of the sellers on the Disclosure Statement.

13. Plaintiffs seek actual damages from the Defendant real estate licensee for the grossly negligent failure to provide them with a Disclosure form that contained complete and honest information that had been at least reviewed and signed by the sellers of the property; Plaintiffs seek punitive damages for a finding of grossly negligent conduct by the licensee; and, the realtor knowingly and falsely marketed the property without ever disclosing the property claim of an adjoining neighbor.

PETITION TO CONSOLIDATE CASES

14. Defendant Shannon Rollings was originally a named party Co-Defendant in the current and active Aiken County civil action, Case No. 2017-CP-02-1437, *Gary Griffin et. al. v. Fidelity Bank, Milton P. Rollins, III, Teresa F. Rollins, and Shannon Rollings, d/b/a/ Shannon Rollings Real Estate, LLC*. Rollings was dismissed without prejudice under Rule 41(a)(1)(B), on December 11, 2017, by stipulation of the parties. Prior to dismissal, the parties had swapped written discovery. Depositions taken in the case after the Rollings' dismissal led to the uncovering of newly discovered evidence (as outlined above), of alleged misconduct by Rollings which precipitated the bringing of this Defendant back into the case.

15. Plaintiffs motion the Court to consolidate the two actions by joining (or restoring), Shannon Rollings as a party Defendant to Case No. 2017-CP-02-1437, *Gary Griffin et. al. v. Fidelity Bank, Milton P. Rollins, III, Teresa F. Rollins, and Shannon Rollings, d/b/a/ Shannon Rollings Real Estate, LLC*. pursuant to SCRCF Permissive Joinder Rule 20.

Prayer, WHEREFORE, the Griffin Plaintiffs PRAY for the following relief:

- a. Judgment against the Defendant in the reasonable amount that will compensate them for their damages and various claims;
- b. Judgment for attorney fees and costs for having to bring this civil action;
- c. For such other and further case consolidation relief as this Court deems just and proper, such as punitive damages as provided by statute and case law.

This 30th day of August, 2018.

S/ Calvin A. Rouse

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN	)	CIVIL ACTION NO. 2018-CP-02-02060
Gary Griffin and Rachel Griffin,	)	
	)	
Plaintiffs,	)	
	)	ANSWER ON BEHALF OF DEFENDANT
v.	)	SHANNON ROLLINGS D/B/A SHANNON
	)	ROLLINGS REAL ESTATE, LLC
Shannon Rollings, d/b/a Shannon Rollings	)	
Real Estate, LLC,	)	
	)	
Defendants.	)	

Defendant Shannon Rollings d/b/a Shannon Rollings Real Estate, LLC, hereinafter referred to as "Rollings", answers the Plaintiffs' Complaint and Petition for Consolidation herein as follows:

FOR A FIRST DEFENSE

1. Defendant Rollings denies each and every allegation not specifically admitted herein.
2. Defendant Rollings admits Paragraph 1 of the Plaintiffs' Complaint and Petition for Consolidation.
3. In response to Paragraph 2, Summary Statement of the Case, Defendant Rollings craves reference to the pleadings filed in Civil Action No. 2017-CP-02-01437 and deny any allegations to the plain language contained in those pleadings. In response to Plaintiffs' statements regarding their claims for damages in this action, those allegations are denied.
4. Defendant Rollings denies Paragraph 3 of the Plaintiffs' Complaint and Petition for Consolidation.

5. Upon information and belief, Defendant Rollings admits Paragraph 4 of the Plaintiffs' Complaint and Petition for Consolidation.

6. Defendant Rollings denies so much of Paragraph 5 of the Plaintiffs' Complaint and Petition for Consolidation as alleges Plaintiffs were without knowledge of Turner's claim to the front yard. Plaintiffs met with the Turners on the evening of January 13, 2015 and presented them with the Deed of Easement. Mrs. Turner signed the Deed of Easement at that time but Mr. Turner did not.

7. Upon information and belief, Defendant Rollings admits Paragraphs 6 and 7 of the Plaintiffs' Complaint and Petition for Consolidation.

8. Defendant Rollings denies Paragraph 8 of the Plaintiffs' Complaint and Petition for Consolidation.

9. In response to Plaintiffs' Claims contained in Paragraph 9, Defendant Rollings admits so much of paragraph 9a as alleges the prior owners Rollins and Defendant Rollings knew of Dennis Turner's prior attempt to limit access to the property. The remaining allegations of paragraph 9 a. are denied as to Defendant Rollings. Defendant Rollings admits so much of paragraphs 9 b. as alleges that three days before the January 16, 2015 closing, Dennis Turner refused to sign the paperwork for the Griffin easement. The remaining allegations of paragraph 9 b. are denied as to Defendant Rollings.

10. Upon information and belief, Defendant Rollings admits Paragraph 10 of the Plaintiffs' Complaint and Petition for Consolidation.

11. Defendant Rollings denies Paragraph 11 of the Plaintiffs' Complaint and Petition for Consolidation.

12. Defendant Rollings denies Paragraph 12 of the Plaintiffs' Complaint and Petition for Consolidation.

13. Paragraph 13 of the Plaintiffs' Complaint and Petition for Consolidation sets forth Plaintiffs' request for damages which requires no response. To the extent a response is deemed required, Paragraph 13 is denied.

14. In response to Paragraph 14 of the Plaintiffs' Complaint and Petition for Consolidation, Defendant Rollings denies the uncovering of newly discovered evidence ... of alleged misconduct by Rollings which precipitated the bringing of Defendant Rollings back into Case No. 2017-CP-02-1437.

15. Paragraph 15 contains the Plaintiffs' motion to consolidate the two actions which Defendant Rollings opposes as prejudicial for this Defendant to be added to the action at this late date.

16. In response to Plaintiffs' WHEREFORE clause, Defendant Rollings denies that it is responsible for any alleged damages, that Attorney fees are not recoverable since no statute or contract calls for the award of such alleged damages and that the claim for further relief is unsupported and should be denied in total.

FOR A SECOND DEFENSE

17. The allegations in Plaintiffs' Complaint and Petition for Consolidation fail to state facts sufficient to constitute any cause of action or any claim upon which relief may be granted against Defendant Rollings so as to bar the Plaintiffs from recovery pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

18. Defendant Rollings pleads the statute of limitations as a complete defense to this action.

FOR A FOURTH DEFENSE

19. At all times relevant to the allegations in the Complaint and Petition for Consolidation, the Defendant Rollings have in no way acted in violation or contravention of any applicable state, local, and/or federal laws or regulations, nor did they perform any acts or fail to perform any acts in bad faith, in any malicious manner, or with corrupt motives.

FOR A FIFTH DEFENSE

20. The conduct of Defendant Rollings is not the proximate cause of Plaintiffs' damages and injuries, if any, which Defendant Rollings specifically deny.

FOR A SIXTH DEFENSE

21. That any injuries or damages allegedly suffered by Plaintiffs were due to or caused by superseding and/or intervening acts, omissions, occurrences, events, or circumstances beyond the control of Defendant Rollings, such that the superseding and/or intervening acts, omissions, occurrences, events, or circumstances are the proximate cause of the claimed injuries and damages, if any, as a matter of law.

FOR A SEVENTH DEFENSE

22. That any injuries or damages allegedly suffered by Plaintiffs were due to or caused by superseding and/or intervening acts, omissions, occurrences, conduct, or representations made by a third-person, third-parties, and individuals and/or entities other than Defendant Rollings, without their knowledge, consent, or authorization; and these superseding and/or intervening acts, omissions, occurrences, conduct, or representations by a third-party or

third-parties or other individuals and/or entities was the proximate cause of the claimed injuries and damages, if any, as a matter of law.

FOR AN EIGHTH DEFENSE

23. That any injury or damage allegedly suffered by Plaintiffs as a result of the matters alleged in the Complaint and Petition for Consolidation could not be avoided and/or were the result of circumstances, events, conditions, conduct, occurrences, ambiguities in records, ambiguities in documents, or information for which Defendant Rollings are not legally responsible as a matter of law; and, thus, Defendant Rollings herewith plead and assert this as an affirmative defense and/or avoidance and complete bar to this action and any monetary relief sought.

FOR A NINTH DEFENSE

24. That the Plaintiffs' alleged damages, which are expressly denied, were caused, in whole or part, by the Plaintiffs' sole negligence, gross negligence, recklessness, willfulness and/or wanton conduct, acts, or omissions, including, but not limited to, the Plaintiffs' failure to undertake appropriate action(s) or conduct or failure to conduct adequate, reasonable, and prudent due diligence investigations into the real estate transactions and related matters, circumstances, and occurrences of which the Plaintiffs now complain through their allegations in the Complaint; all of which serves as, and are plead as, an affirmative defense and bar to the within action.

FOR A TENTH DEFENSE

25. That the Plaintiffs' claims against Defendant Rollings are barred, in whole or part, under the doctrines or principles of assumption of risk and/or comparative or contributory

negligence, all of which doctrines or principles of law are herewith plead as, and serve as, affirmative defenses and bars to the within action.

FOR AN ELEVENTH DEFENSE

26. Defendant Realtors complied with the statutory provisions of S.C. Code Section 40-57-137 and plead this statutory provision as a complete defense to this action.

FOR A TWELFTH DEFENSE

27. The Plaintiffs' claim for punitive damages is in violation of the United States Constitution, Fourteenth Amendment, (Due Process Clause) and the South Carolina Constitution in that there is no objective standard to gauge or limit the amount of punitive damages which can be awarded with sufficient instruction provided in determining the amount of punitive damage which should be awarded

WHEREFORE having fully answered Complaint and Petition for Consolidation herein, Defendant Shannon Rollings d/b/a Shannon Rollings Real Estate, LLC, demand that this action be dismissed with prejudice; that they be awarded their costs and attorneys' fees under applicable state and federal statutory provisions and case law; and that the Court award such other and further relief as deemed just and proper.

Respectfully submitted,

s/ David A. Anderson

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ATTORNEYS FOR DEFENDANTS SHANNON ROLLINGS
D/B/A SHANNON ROLLINGS REAL ESTATE, LLC

September 11, 2018

Columbia, SC

State of South Carolina)
County of Aiken)

In the Court of Common Pleas
Second Judicial Circuit
2018-CP-02-02060

Gary Griffin and Rachel
Griffin,)
Plaintiffs,)

vs.)

Transcript of Record

Shannon Rollings, d/b/a)
Shannon Rolling RE, LLC,)
Defendant.)

December 11, 2018

Aiken, South Carolina

B e f o r e:

The Honorable Doyet A. Early, III, Judge

A p p e a r a n c e s:

Calvin Rouse, Esquire,
Attorney for the Plaintiffs

David Anderson, Esquire,
John McCants, Esquire,
Attorneys for the Defendants

Bonnie H. Kelly, CVR
Circuit Court Reporter

I N D E X

<u>WITNESS/DESCRIPTION</u>	<u>PAGE NO.</u>
Motion/Mr. Anderson	4
Response/Mr. Rouse	19
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EXHIBITS

-- NO EXHIBITS ENTERED --

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1 (On the record at 9:59 a.m.)

2 THE COURT: Okay, gentlemen. We've got a motion for
3 summary judgment; is that correct?

4 MR. ROUSE: I think we've got about three of them,
5 Your Honor.

6 THE COURT: All right. How do you want to start?

7 MR. ROUSE: Well, he filed the first one, and then I
8 filed a response and a conflicted one on the issue of
9 liability; and then we've got one on statute of
10 limitations, and we've got one on consolidation.

11 THE COURT: All right. Before ---

12 MR. ROUSE: He filed it first.

13 THE COURT: Mr. Anderson, why don't you just sorta
14 give me a general background of everything and where we
15 are, and then we'll go into the arguments on each specific
16 matter -- issue.

17 MR. ANDERSON: I'd be glad to, Your Honor. Your
18 Honor, for the record, my name's David Anderson with
19 Richardson Plowden, and I represent Shannon Rollings,
20 doing business as Shannon Rollings Real Estate, LLC. With
21 me this morning is Shannon Rollings and her husband,
22 Robert Rollings.

23 THE COURT: Mr. And Mrs. Rollings, good morning.

24 MR. ANDERSON: Your Honor, this is a bit of a
25 tortured background, but let me try to briefly go through

1 this matter. And I want to caution the -- the Court, the
2 -- Shannon Rollings Real Estate had a listing agreement
3 with Milton and Teresa Rollins, R-o-l-l-i-n-s. Shannon
4 Rollings is i-n-g-s. No relation, but in spelling and --
5 and pronouncing these two names, sometimes it's confusing.

6 This particular action that we're here this morning
7 on is an action brought by the Griffins against Rollings
8 Real Estate, and counsel has asked that this be
9 consolidated with a previous action.

10 This started when Rollings Real Estate had a listing
11 agreement with the Rollins about property that's located
12 at 8 Lake Selisa Drive in North Augusta and this 8 Lake
13 Selisa Drive, North Augusta property. This is a piece of
14 property with a nice home overlooking a lake.

15 And the Griffins signed a purchase agreement with the
16 Rollings and they closed on this property on January 16,
17 2015; and shortly thereafter -- according to the affidavit
18 submitted by the Plaintiffs, Mr. and Mrs. Griffin, shortly
19 thereafter, a neighbor residing at 9 Lake Selisa Drive, a
20 Dennis Turner, came out to the property and started -- and
21 spray painted along their property and started to erect a
22 fence. And ---

23 THE COURT: What's the -- what's the fence erectors
24 name?

25 MR. ANDERSON: Dennis Turner.

1 THE COURT: Turner? Okay.

2 MR. ANDERSON: That is the -- the beginnings of -- of
3 this legal disputes.

4 Today, Your Honor, at -- at least we're not -- and
5 for the purposes of our motion for summary judgement, our
6 -- our motion for summary judgement's based upon two
7 issues: We were -- my client ---

8 THE COURT: Well, before you go to the two issues,
9 what is the legal theory that the Plaintiff has against
10 the -- your client, the -- the realtor?

11 MR. ANDERSON: Your Honor, the -- the claim that's
12 in the -- the -- being brought is basically that the
13 Rollings' Defendants were grossly negligent in the
14 publication of a false and misleading disclosure
15 statement. That the Plaintiffs -- that led the Plaintiffs
16 into a defective purchase of the property is what the
17 Plaintiff is ---

18 THE COURT: And is the -- the alleged defect on the
19 location of the line or is it anything to do with the home
20 itself?

21 MR. ANDERSON: Well, let me back up briefly, Your
22 Honor. My client was originally brought into a lawsuit by
23 the Griffins when the Griffins sued the Rollins.

24 THE COURT: That's the own -- previous owner.

25 MR. ANDERSON: The previous owner, Fidelity Bank,

1 which had the mortgage and our client, Rollings Real
2 Estate.

3 That action is still going on, but last December 11,
4 2017, we were released from the matter and we were
5 released from the matter based upon the -- the fact that
6 originally Plaintiff's counsel and Plaintiff felt that --
7 that Rollings Real Estate knew more about this property
8 than was alleged. In fact, they felt that we had had this
9 property previously.

10 Rollings Real Estate never marketed this property
11 previously. In fact, as the facts have born, Meybohm
12 Realty had listed the property previously, and it was
13 Meybohm Realty, Grant Sutton, who were the Griffins's
14 realtor in this transaction. And to this day, Grant
15 Sutton is listing the property on behalf of the Griffins
16 to sell the property.

17 The property is also in foreclosure. So we were let
18 out of the suit a year ago, and this September Plaintiffs
19 filed a new suit.

20 THE COURT: 9 of '18?

21 MR. ANDERSON: '18. Filed a new suit bringing my
22 client back into a new suit ---

23 THE COURT: The new suit now is Griffin v Rollings?

24 MR. ANDERSON: That's correct, Your Honor.

25 THE COURT: And that's the only Defendant?

1 MR. ANDERSON: Shannon Rollings individually and her
2 company.

3 THE COURT: The only Defendant?

4 MR. ANDERSON: The only Defendant.

5 THE COURT: And what's the nature of that litigation?

6 MR. ANDERSON: It's the same. It's gross -- grossly
7 negligent in the way that the property disclosure
8 statement was put out there.

9 THE COURT: Same allegations as the initial suit ---

10 MR. ANDERSON: Same allegations.

11 THE COURT: --- that you were released from?

12 MR. ANDERSON: That's correct.

13 THE COURT: All right. And what were the alleged
14 misrepresentations?

15 MR. ANDERSON: Your Honor, the property disclosure
16 statement that the Griffins signed, as we know now from a
17 affidavit that was recently provided by Grant Sutton,
18 Grant Sutton had -- went out to the -- to the home ---

19 THE COURT: Grant Sutton is Meybohm.

20 MR. ANDERSON: Meybohm's Realtor, the Griffins's
21 Realtor.

22 He brought his clients out to the home. There was a
23 listing packet, a listing brochure, and with that brochure
24 was a disclosure statement. That disclosure statement had
25 several checkmarks that were not checked on that

1 disclosure statement.

2 On the 24 of May of -- of 2015, Shannon Rollings Real
3 Estate uploaded to the MLS -- and it's there today -- a
4 complete -- a completed property disclosure statement.
5 All the blocks are checked on it.

6 Since that time, the Rollins have -- have been
7 deposed and how this property disclosure statement was
8 translated to them was through DocuSign. It's
9 electronically. And the questions were asked of them,
10 "Well, did you sign this?"

11 Well, it's an electronic signature and -- and I've
12 got the documentation, Your Honor, as it relates to -- to
13 how that is sent to an email and how it comes back.

14 THE COURT: I -- I just sold some property and I
15 closed it through that Document Sign. A lady was in
16 Florida, and we did it all through the --

17 MR. ANDERSON: Well, that's -- that's how this was
18 done.

19 And -- and so during the deposition when it was
20 asked, "Did you sign this as an electronic signature," of
21 course they said, "No, I didn't sign that." But if you
22 peel back the onion, they -- they approved that.

23 So we were brought in today as -- as a result of that
24 and -- and I can go into my motion, but that basically
25 kind of gives you a background understanding of -- of ---

1 THE COURT: But what was -- what was -- was allegedly
2 not or what was allegedly in that shouldn't have been --
3 should have not been in in the disclosure agreement that
4 gives them so much grief?

5 MR. ANDERSON: Well, they -- opposing counsel is
6 indicating that -- that this property was not marketable,
7 that this -- that there was -- somehow that Rollings Real
8 Estate knew about an issue with this -- with this neighbor
9 and somehow they knew about an issue with the neighbor's
10 claim that he had an easement along the lake itself ---

11 THE COURT: So it's -- it's the boundary that's
12 ultimate -- the ultimate -- the boundary's the ultimate
13 culprit.

14 MR. ANDERSON: It's a boundary dispute and -- and
15 Your Honor, the Griffins -- Mr. Griffin is a landscaper
16 and Mr. Griffin is the son-in-law of Mr. Rouse. The --
17 Rachel Griffin is Mr. Rouse's daughter and the -- Mr.
18 Griffin, when he moved him and his wife there to this
19 property, started his landscaping business from this
20 property and was starting to have additional driveway put
21 in for his truck and trailer and landscaping business and
22 that upset Mr. Turner. And as a result of this, there've
23 been about four suits.

24 There's a suit against Mr. Turner and that suit was
25 brought -- and the Master-in-Equity issued an order

1 saying, "You don't -- you cannot obstruct any of these
2 houses along this driveway and take down your fence."
3 That order was put in.

4 There's another suit that was brought here in South
5 Carolina and then withdrawn, dismissed, brought across the
6 river in Georgia against Mr. Turner. The Court in that
7 particular matter has issued an order providing sanctions
8 against his counsel for the conduct in that. I understand
9 that case is now being appealed, but I've got that order
10 if the Court would like to see that as it's submitted in
11 materials.

12 There was the foreclosure matter that -- been filed,
13 and then the other action ---

14 THE COURT: Is the foreclosure matter the same co-
15 defendant in the original case of the bank?

16 MR. ANDERSON: No. Fidelity Bank brought a --
17 another foreclosure action.

18 THE COURT: Okay. I mean, Fidelity -- Fidelity is
19 the Plaintiff ---

20 MR. ANDERSON: The Plaintiff.

21 THE COURT: --- in the foreclosure action.

22 MR. ANDERSON: Yes, sir. And then, of course, the
23 ongoing action where the Rollins, the former property
24 owners, are -- are being defended by Clark McCants here
25 and that case is still going forward.

1 THE COURT: Are the Griffins still living at the
2 property, living ---

3 MR. ANDERSON: No.

4 THE COURT: --- at the house?

5 MR. ANDERSON: It's my understanding that they have
6 moved. The property is -- is empty and is being marketed
7 by Grant Sutton.

8 THE COURT: Meybohm. All right.

9 So that's a very simple factual background.

10 MR. ANDERSON: Well, it's a little bit convoluted,
11 but my -- my motion for summary judgement, Your Honor, is
12 based upon two simple facts.

13 THE COURT: All right. Let me hear -- hear from you
14 first.

15 MR. ANDERSON: Your Honor, the first one -- well, the
16 two simple facts are that Shannon Rollings Real Estate
17 complied with the State statute as it relates to a
18 property disclosure statement, and that State statute,
19 Your Honor, is 27-50-70. I've got a copy of it if you --
20 if the Court would care to look at it.

21 But it basically says that a listing agent has the
22 duty to notify the owner of the disclosure requirements,
23 and you have to notify the owner of the disclosure
24 requirements in writing. And once you do that, if the
25 owner fails to provide a property disclosure statement or

1 provides a property disclosure statement that is not
2 complete or in error or -- or whatever, the -- the listing
3 agent is not responsible for that unless -- unless the
4 listing agent knew about it.

5 So for instance, if a listing agent is marketing a
6 home and you know that there is -- the roof leaks and the
7 listing agent was there, and sees that the roof leaks and
8 the property disclosure statement says that the roof
9 doesn't leak and that listing agent knew about it, then
10 they can be liable for that. But as long as they don't
11 know about it, they're not liable. And that's what we
12 have here.

13 We have a situation where a Plaintiff is trying to
14 allege that Shannon Rollings Real Estate had a knowledge
15 somehow of his neighbor and the propensity of the neighbor
16 of having disputes. Shannon Rollings, in her -- she's
17 issued two affidavits in this matter ---

18 THE COURT: Is that even on the listing agreement,
19 that you have a ---

20 MR. ANDERSON: An ---

21 THE COURT: --- an uncooperative neighbor?

22 MR. ANDERSON: No. No, Your Honor, it -- it is not.
23 But it does -- there -- there are marks on the new listing
24 -- on -- on the new property disclosure statement about
25 questions on easement or if there's questions about a

1 boundary dispute or things -- or ongoing litigation.

2 Those are blocks that should be checked if -- if in fact
3 they apply.

4 Shannon Rollings Real Estate had no knowledge of it.
5 There's no evidence that says that they do. She provided
6 an affidavit so stating that it was the same when this
7 case was originally filed and the same with the new case
8 that's filed today.

9 THE COURT: When the case was originally filed that
10 you were dismissed from?

11 MR. ANDERSON: That is correct ---

12 THE COURT: That your client was dismissed from?
13 Nothing has changed?

14 MR. ANDERSON: Nothing has changed.

15 THE COURT: In your opinion?

16 MR. ANDERSON: That is correct. And I -- and I'd
17 like to hold up, Your Honor, to the Court, if you don't
18 mind, and just to drive this home, this is the listing
19 agreement with the Rollins. And attached to -- so this is
20 -- this meets their statutory requirement. If you'll look
21 at paragraph 8, it explains in writing the duties of
22 disclosure. And then if you'll look at the last four
23 sheets of this, it talks about the DocuSign. And this is
24 the summary that you get from DocuSign if there's ever a
25 dispute about when the thing was sent electronically and

1 when it was accepted and -- and when it was signed.

2 So Your Honor, Shannon Rollings Real Estate had met
3 their statutory requirement to provide this to the
4 property owner. The property owner marketed the property,
5 the Griffins purchased it. And -- and -- and it's -- I
6 could go on and on, Your Honor, but it -- it -- it -- it's
7 telling that, in the affidavits submitted from the
8 Griffins and from the information they provided, they had
9 two property surveys. An appraiser come out and two
10 people to go out and survey the property, and none of them
11 found any kind of issue as it relates to this property.

12 Now, Richard Taylor -- who's now retired 'cause he
13 was the closing attorney -- he looked at -- did his due
14 diligence, and he felt that easement should have been
15 granted to the property, that -- that Mr. Turner should've
16 granted an easement. And that was negotiated and done
17 with the understanding and with the knowledge of Grant
18 Sutton 'cause he was there. I've got emails from him
19 that's been submitted. Grant Sutton knew about this
20 easement and there was a question about a -- he had with
21 -- with what he was seeing in the records. So they
22 granted an -- an access easement with Lake Selisa Drive to
23 this property. And so that was done.

24 The previous owners paid \$1500 to Dennis Turner for
25 this easement. Apparently it was as a result of a damage

1 to a fence previous to -- to -- in a previous fence.

2 Again, in the affidavit and testimony from Mrs. Roll
3 -- Rollings, she did not know about that. So we would say
4 to the Court the evidence is clear. We complied with the
5 statutory provision and regardless of what they're trying
6 to say about the property disclosure statement ---

7 THE COURT: Well, the evidence is clear, but the --
8 the standard for summary judgement is -- is -- there's no
9 genuine issue of material fact in dispute. So there --
10 there's not any dispute as to them complying with the
11 applicable statute ---

12 MR. ANDERSON: Not that I have seen ---

13 THE COURT: --- 47-50-70?

14 MR. ANDERSON: Not that I have seen submitted thus
15 far to the Court.

16 THE COURT: Okay.

17 MR. ANDERSON: The second cause -- the second point
18 that we raised, Your Honor, is the statute of limitations.
19 And this is a question for the Court. There's no question
20 that the Griffins became aware of an issue with their
21 neighbor shortly after their purchase of the property.

22 THE COURT: And the purchase was in ---

23 MR. ANDERSON: January 16, 2015.

24 THE COURT: That's correct.

25 MR. ANDERSON: So we would say that starts the clock,

1 and I don't think opposing counsel will say that doesn't
2 stop -- start the clock. I think we're all in agreement
3 the clock starts at that time.

4 Opposing counsel feels that this is a title issue,
5 and he's trying to use the title statute of 10 years
6 regarding the property as the controlling statute for this
7 matter and that's just wrong. This matter is brought on
8 negligence. It's a tort action. He's trying to claim --
9 in both the original complaint and the current complaint,
10 he's complaining that we were negligent in the way the
11 property disclosure statement was presented -- provided,
12 and that's a -- that is a matter dealing with contract
13 regarding the sale of this property. It's not a title
14 issue.

15 We're -- we never had title to the property. We're
16 -- we're the -- we're the listing agent. So it -- it's
17 not a title issue where the 10-year statute would apply.
18 The -- the case, Your Honor ---

19 THE COURT: Well, before you get to the case, why
20 were you released in the -- in 12/11/17?

21 MR. ANDERSON: We were released without prejudice ---

22 THE COURT: Okay.

23 MR. ANDERSON: --- because he didn't -- he didn't
24 have information relating -- he didn't have -- as I had
25 mentioned earlier, it's my understanding we were brought

1 in because he felt that we previously had marketed the
2 property -- we previously knew about issues with this
3 property; and when he understood that no, that's not the
4 case and I had affidavits stating that that's not the
5 case, then we were released from it. And -- and then ---

6 THE COURT: Okay.

7 MR. ANDERSON: --- brought back in, you know, a year
8 later. So ---

9 THE COURT: And you say the statute starts to run on
10 1/16/15?

11 MR. ANDERSON: Or you could run it on 2/15 or 3/15 or
12 4/15. We still are in excess of three years from the time
13 frame that he brought the case against our client --
14 brought the new case against our client. And the case of
15 *Palmetto Company v McMann* ---

16 THE COURT: Which was in September of 2018?

17 MR. ANDERSON: That's correct. The -- that case,
18 Your Honor, the Supreme -- the Court of Appeals looked at
19 a -- looked at a very similar issue where the -- it was a
20 magistrate court case that was appealed to the Circuit
21 Court, but they erred in affirming that in -- regarding
22 the 10-year statute versus the 3-year statute. And then,
23 the *McMann* case -- Your Honor, it was a rental agreement
24 that there was a dispute over. They tried to use the 10-
25 year statute saying that this is regarding land and

1 property and the 10-year statute should -- should apply.
2 the Court said no, that this is -- this is a -- a breach
3 of contract action that would be three years.

4 With this action, Your Honor, it's a court action,
5 and -- and it's dealing upon the original sales contract
6 and whether the sales contract was processed
7 appropriately. This is a tort action that's three years.
8 It's not a 10-year statute. And so our motion for summary
9 judgement are based on those two things.

10 THE COURT: All right. Mr. Rouse, do you want to
11 respond to his two motions and then we will hear your
12 motion and then I will allow him to respond to you.

13 MR. ROUSE: Yes ---

14 THE COURT: Fair enough?

15 MR. ROUSE: Fair enough.

16 THE COURT: Good morning. How are you doing?

17 MR. ROUSE: Pretty good.

18 THE COURT: Still living in Augusta?

19 MR. ROUSE: Yes.

20 THE COURT: Augusta?

21 MR. ROUSE: Yes, Your Honor. Downtown Augusta,
22 Georgia side of the road.

23 THE COURT: Everything quiet in Augusta?

24 MR. ROUSE: Pretty much. Yeah.

25 Well, let me start with originally Mr. Anderson and

1 his client, realtor Rollings, was in this case along with
2 the lender and the seller.

3 THE COURT: That would be the Rollins?

4 MR. ROUSE: The Rollins and Fidelity Bank. And we
5 did the discovery, interrogatories, request for
6 production, all the parties did, and we responded to that
7 and we had a stack of hundreds of pages of documents; and
8 Mr. Anderson there, we talked three times. He begged me
9 to let him out because all of the documentation seemed to
10 clear his client. And he even -- last conversation we
11 said if -- if this -- we said -- now, this is before
12 depositions 'cause we're getting ready to take
13 depositions, and -- but he wanted out before the
14 depositions. And I said, "Well, you don't know what
15 these people are going to say."

16 Well, he wanted out and he said that if he had to sit
17 through these depositions, it was gonna cost my client if
18 it comes up that there was nothing -- they didn't find
19 anything. It was a waste of his time, and I was gonna
20 have to answer for that.

21 Well, he begged me and I let him out and -- and I
22 tried to do the right thing.

23 And so anyway we did take the depositions and the
24 excerpts from the testimony. I put that all in my brief,
25 but essentially, what the depositions come to indicate and

1 -- was simply this: That the sellers never saw that
2 disclosure statement.

3 THE COURT: Never saw it?

4 MR. ROUSE: Never saw it. That's the sworn
5 testimony. In fact, in deposition, I asked them, "If you
6 had ever seen this, what answers would you have put?" And
7 they clearly indicated they would've answered differently
8 than what was showed them at the depositions.

9 THE COURT: Well, who ---

10 MR. ROUSE: In fact, they said ---

11 THE COURT: --- who signed it?

12 MR. ROUSE: It was signed allegedly electronically.

13 THE COURT: Okay.

14 MR. ROUSE: And they -- that was not their
15 signatures, and in fact, they said the only knowledge that
16 they ever had of this -- anything pertaining to this
17 disclosure statement was they got a phone call from
18 Rollings's office and someone asked them some questions
19 and they tried to answer the questions honestly over the
20 phone.

21 The next thing they know about this disclosure
22 statement is in Mr. McCant's office after this lawsuit is
23 filed and he shows it to them.

24 Now, the reason we're entitled to summary judgment is
25 because all this that he's presented here today does not

1 really address the issue that we brought in our affidavits
2 and these depositions that's before the Court. In other
3 words, you have to meet -- we've presented sworn
4 testimony, and in summary judgment, you can't just sit
5 there and let it come in and not refute it in some way.

6 There is no testimony that he's presented that my --
7 that the seller's ever saw that disclosure statement.
8 There's no testimony that they -- that the real estate
9 agent gave it to them, that the real estate agent got it
10 back from them, that the real estate agent saw them sign
11 it, or this -- or it was properly handled electronically.
12 There's no sworn testimony about that.

13 And let me -- let me show you this. This -- this
14 document that he handed up to you is dated 5/12/14. And
15 if you look at the disclosure statement, the evidence
16 before the Court that's unrefuted in -- is that -- that
17 that thing was a forgery. The signatures that's on the
18 disclosure statement by the sellers is a forgery, the
19 initials are a forgery, and it was all concocted in their
20 office, in the office of Rollings. And the ---

21 THE COURT: Why do you -- why do you say that?

22 MR. ROUSE: Because the -- they said it, the sellers
23 said it. That they never signed it, they never saw it,
24 and it's -- if you look at it, that's what I'm gonna show
25 you next.

1 THE COURT: I'm looking at it.

2 MR. ROUSE: In my -- in my brief, the exhibits,
3 Exhibit 2, is a sworn affidavit by the realtor that's got
4 it now -- that represented my clients in the purchase and
5 trying to sell it now.

6 But he says this: He says that he went and got the
7 brochure with the disclosure statement, the blank one that
8 they had published; and if you look at Exhibit 2, at the
9 date on the disclosure statement, the date on the
10 disclosure statement and the alleged signatures on it by
11 the sellers is 5/10/2014; and the date on this contract
12 where it was entered in that he just handed you is
13 5/12/14.

14 THE COURT: Well, that's the ---

15 MR. ROUSE: So here they are ---

16 THE COURT: Wait a minute now, hold on a second.
17 That's for the time period 5/12 'til 11/12.

18 MR. ROUSE: That's right.

19 THE COURT: It's signed by Mrs. Rollings on 5/9 --

20 MR ROUSE: That's right.

21 THE COURT: -- 2014, and allegedly signed by Mr. and
22 Mrs. Rollins on 5/10/2014.

23 MR ROUSE: Exactly right. That's the disclosure
24 statement. And so there it is.

25 THE COURT: What's -- what's the problem with that?

1 If the ---

2 MR. ROUSE: Well, the problem with it is -- is that
3 it was published with the brochures and that's what they
4 published and ran on for six months until my clients come
5 along and that's what they presented to them. That's --
6 this -- these documents are what were presented to my
7 clients to induce them to buy that property.

8 THE COURT: Okay.

9 MR. ROUSE: And this -- and if -- and it dates from
10 the same date. In other words, they didn't -- they --
11 they prepared this in their office. Anybody that come
12 along and looked at the property that was interested in
13 buying it, they gave this to them.

14 THE COURT: Okay.

15 MR. ROUSE: And if you look back here on page 3 of
16 this document, where it ask -- it's -- page 3 is left
17 blank. All these boxes are left blank where it asks -- on
18 page 3 of -- of this exhibit, you back up on this
19 disclosure statement. It asks for easements, a party
20 wall, shared private driveway, private roads, legal --
21 paragraph 17 asks for legal actions, claims, foreclosures;
22 encroachments, in paragraph 16, from adjacent property.
23 All of that is left blank.

24 So anyway, this six-months-old document that's six
25 months old that's been being published in MLS listing for

1 six months with this brochure, never changed, is presented
2 to buyers. It's presented to us, my clients. They look
3 at it, they sign it, and the sworn affidavit is that the
4 -- their representative, Mr. Grant, takes it back to
5 Rollings, to their office, and he says -- and he swears
6 that they accepted it. And they -- they -- looking down
7 there at -- they represent the sellers. And when they
8 accepted it, they had to accept their signature as their
9 initials that are at the bottom.

10 But all this is a fraud. All of it's a fraud because
11 if we know it as what I just explained to you, it was
12 initialed six months before. This was initialed and
13 signed six months before this alleged transaction that was
14 supposed to be taking place with my client. This whole
15 document and this brochure is a fraud. These signatures
16 and these initials are allegedly done electronically just
17 like you said you did with your property.

18 But -- but here's -- here's the -- the underlying
19 problem with the case. The reason that we're -- brought a
20 lawsuit against them is because the statute -- we're suing
21 under this disclosure statement statute. The disclosure
22 statement statute -- this is 27-50-70 -- it says that the
23 listing agent -- now, I'm reading it (as read): "The
24 listing agent that sells property ..." the real estate
25 agent, I'm reading it here (as read): "... is not liable

1 to the purchaser if ..." -- they're not liable if (as
2 read): " ... the owner provides the purchaser with a
3 disclosure form that contains false, incomplete, or
4 misleading information; and the real estate licensee did
5 not know or have reasonable cause to suspect the
6 information was false, incomplete, or misleading."

7 They're not liable if that's true.

8 But we have compelling, uncontradicted evidence that
9 they knew this statement was false, they knew the brochure
10 is false. In fact, when they got the brochure, the signed
11 disclosure statement back, when Sutton -- says when he got
12 it back to them -- took it back to them, he says they
13 accepted it as it was. And he swears this is an exact --
14 this -- he didn't change this, he didn't alter it, my
15 clients didn't change it. He says they didn't alter it in
16 any way. And he brought it back to them with all --
17 blank, just like this, with absolutely nothing in response
18 to encroachments from adjacent properties ---

19 THE COURT: Which page are you looking at with
20 encroachments? I don't see it on this.

21 MR. ROUSE: This is page 3 of 5 of the disclosure
22 statement.

23 THE COURT: 1 of 5, 2 of 5 --

24 MR. ROUSE: 3 of 5. And see, none of the boxes are
25 checked on 3 of 5.

1 THE COURT: All right. Hold on. Mr. Anderson, the
2 one you handed up to me doesn't have 3 of 5 in it.

3 MR. ROUSE: No. He -- he handed up to you the
4 contract for the sale.

5 MR. ANDERSON: Your Honor, he's -- he's looking at
6 the property disclosure statement.

7 MR. ROUSE: I'm looking at the property disclosure
8 statement.

9 MR. ANDERSON: I can hand you a copy.

10 THE COURT: I'm list -- I'm looking at the listing
11 agreement.

12 MR. ROUSE: Yeah. You're looking at the listing
13 agreement. What I'm referring to is -- what's fraudulent
14 is this disclosure statement.

15 THE COURT: Let me see it.

16 (Mr. Rouse hands a document to the Court.)

17 MR. ROUSE: That was in that material I sent you on
18 -- you got it on Friday. Let me see if I've got another
19 one.

20 (Brief pause.)

21 MR. ROUSE: It's on page 3 of 5 of the disclosure
22 statement. Page 3 of 5 essentially is blank. There's no
23 -- it's left blank.

24 Gonna say that here's -- here's the problem with the
25 transaction, Your Honor, is that shortly after my clients

1 moved in, this neighbor comes over into their front yard
2 and builds a fence across their front yard.

3 Well, my clients then begin to investigate and they
4 find out that this is -- he claims that he owns about a
5 fourth of the front yard, the grassy part of their front
6 yard.

7 Well, then they come to find out this is not
8 something new because years before -- a few years before,
9 he had done the same thing with the sellers. He had built
10 this same fence, same area --

11 THE COURT: How's he claiming it: By way of
12 ownership or by way of easement or by way of what?

13 MR. ROUSE: He claims that he -- he claim -- well, he
14 doesn't base it, it's a fact that the developer of the
15 property, Gregory was his name, and this is a 40-year-old
16 subdivision. Old man Gregory died, the daughter took over
17 the development of the subdivision, and she didn't have
18 the money to pave the street, Lake Selisa Drive. So she
19 sold the neighbor the roadway. That's the travel/asphalt
20 portion of the street. She sold it to him with a quit
21 claim deed with the understanding he would pay for the
22 pavement of it rather than the neighborhood association.

23 Well, he never paved the street, but he believed that
24 he not only owns the street, but he owns the right of way
25 to the street according to the original subdivision plot

1 from 46 years ago.

2 THE COURT: Well, I assume that the --

3 MR. ROUSE: But --

4 THE COURT: -- Griffins, when they had the title
5 examined, all that came up and was shown in the title
6 examination?

7 MR. ROUSE: No, absolutely not.

8 THE COURT: Well ---

9 MR. ROUSE: 'Cause I've got the deed of easement here
10 and I've got the -- the ---

11 THE COURT: Well, how's anybody ---

12 MR. ROUSE: --- quit claim deed and --

13 THE COURT: How is anybody supposed to know about it
14 if it's not recorded?

15 MR. ROUSE: Well, that's the purpose of this
16 disclosure statement. If somebody -- if -- if you buy a
17 piece of property, you're gonna find out certain things
18 through a title search.

19 THE COURT: Yeah.

20 MR. ROUSE: And if it doesn't show up in the title
21 search, you inspect the property and do due diligence,
22 some things are gonna show up there. But if you don't
23 find that there, that's the purpose -- under South
24 Carolina law this -- that's why it's a 10-year statute is
25 because it has to do with the transfer of residential real

1 estate. You find certain things in this disclosure
2 statement, it fills in the gap ---

3 THE COURT: Well, let me ask you this: Did the ---

4 MR. ROUSE: --- that you don't get.

5 THE COURT: Did the Griffins get a title examination
6 done? I assume they had to ---

7 MR. ROUSE: Absolutely. Absolutely ---

8 THE COURT: --- get a mortgage on it.

9 MR. ROUSE: --- they did. But ---

10 THE COURT: And did the title examination list as an
11 exception a potential quit claim deed, a potential
12 easement, or a potential anything that arises out of all
13 this?

14 MR. ROUSE: There's -- see, here's -- his claim is
15 not legitimate. His -- he doesn't have a valid legal
16 claim. He thinks he has it. Everybody -- there's no
17 court -- or nobody established that it is legitimate, but
18 he's done this.

19 THE COURT: Well, then how are the Rollings supposed
20 to know he's got a illegitamate claim to ---

21 MR. ROUSE: Because they -- they were told. They --
22 they knew -- the sellers knew this. He had come out there
23 before and built a trench across the front yard. He had
24 sent letters to all the other residents on the street that
25 -- claiming that he owned the road and the right of way.

1 THE COURT: Well, did the sellers tell the buyers?

2 MR. ROUSE: No. Sellers -- nobody told them. The
3 closing real estate agent didn't tell, the sellers didn't
4 tell ---

5 THE COURT: Well, how did the closing real estate
6 agent know it?

7 MR. ROUSE: Well, because of just the evidence that
8 we've just presented is that in their testimony, the
9 sellers said that they were -- that brings in this issue
10 about an easement. The easement that my clients got at
11 the closing -- they got an easement at the closing.

12 The easement says that they have a right to travel
13 down Lake Selisa Drive and get to their property and
14 that's all it says. And the sellers paid this neighbor
15 \$1500 for this easement.

16 The easement does not say that right of way goes with
17 the roadway. It doesn't say that. So his claim is not
18 legitimate, see, and -- and the -- how did -- the seller
19 said they were told by their real estate agent. They were
20 told that this man had a claim. In other words, the \$1500
21 was being paid because the -- the -- the neighbor says he
22 wanted \$1500 for an easement to repair the fence that had
23 been torn down before across the front yard of this
24 property.

25 They had to know because they had -- they knew where

1 the \$1500 -- why it was being paid. That's in the sworn
2 testimony. They knew that \$1500 was being paid for the
3 repair of that fence across these folks front yard. Now,
4 that's -- and -- and he's come forward with nothing to
5 refute that.

6 THE COURT: How do you get around the statute of
7 limitations?

8 MR. ROUSE: The -- the -- no appellate court in this
9 state has said anything at all about the disclosure
10 statement law, what is the statute that goes with it.
11 There's -- there's no guidance, there's no dicta in any --
12 in any case. The -- the issue is ---.

13 THE COURT: Well, that's not what Mr. Anderson's
14 saying. Mr. Anderson's saying that your ---.

15 MR. ROUSE: Your ---

16 THE COURT: Hold on -- that your cause of action
17 against his client is based on a negligence cause of
18 action, gross negligence, etc., etc. And we all know that
19 a negligence cause of action's a three year statute of
20 limitation --

21 MR. ROUSE: That's exactly right.

22 THE COURT: -- three years from the date of the -- of
23 the negligence or when you should've discovered it.

24 MR. ROUSE: Right.

25 THE COURT: So how are you getting under the title

1 10-year statute?

2 MR. ROUSE: Because what we're -- the claim we have
3 against them is that they violated the disclosure
4 statement law. See, the law that I read you awhile ago,
5 27-50-70, which says that the listing real estate agent is
6 not liable if they didn't know about this and didn't have
7 reasonable cause to suspect that this statement was false
8 or incomplete. That's -- that's the statutory basis of
9 our claim against them.

10 THE COURT: Well ---

11 MR. ROUSE: And in the disclosure ---

12 THE COURT: --- do you have -- do you have ---

13 MR. ROUSE: --- statement, the -- the disclosure
14 statement act is comprised of several statute -- says --
15 the language in the act says that it's related to the ten-
16 year limitations founded on title, title to land.

17 THE COURT: Did your clients have bad title?

18 MR. ROUSE: No, but the -- the disclosure statement
19 is a service that is related to a transfer in title on
20 real estate, and that's what it says. And in our brief,
21 we listed all the various statements in the disclosure
22 statement out that say that.

23 I mean, one of the -- one of the code sections
24 plainly says that it's related to ownership of real
25 property. It's -- another statute in the act says because

1 a disclosure statement is related to persons having a
2 recorded, present, and future interest in real estate.

3 I'm just going by what the act says. I mean, there's
4 -- there's no case on it, there's no dicta on it. All I
5 can do is just read the act and the various statutes under
6 the act and go by what it says.

7 The -- the act says this disclosure statement has to
8 obtain information on liens, on encroachments on the
9 property, on title to land, and if they answer it
10 correctly, they're complying with the statute and it's not
11 a tort claim. It's not -- it doesn't arise -- my claim
12 against them does not arise from a regular three-year tort
13 claim.

14 THE COURT: Let me see your complaint, please.

15 MR. ROUSE: Okay. Let me see if I can find it.

16 THE COURT: Mr. McCants, good morning.

17 MR. MCCANTS: Good morning, Your Honor.

18 MR. ANDERSON: Your Honor?

19 THE COURT: Either one of you. It doesn't matter.
20 I'll give it back to you.

21 MR. ROUSE: Can I hand you up a copy of the statute
22 that we're suing under?

23 THE COURT: You may.

24 (Mr. Rouse hands a document to the Court.)

25 THE COURT: All right.

1 (Brief pause.)

2 MR. ROUSE: This is -- as far as I know, this is the
3 first case.

4 THE COURT: Hold on a second for the Court Reporter.

5 THE COURT REPORTER: Go ahead.

6 MR. ROUSE: Far as I know this is a unique case, Your
7 Honor. It's the first case -- nobody's ever brought an
8 action under this disclosure statement. There's --
9 there's one case having to do with a tobacco allotment
10 where the -- the Court of Appeals said that the tobacco
11 allotment -- there's a 10-year statute of limitations on
12 it because it's related to land title. And -- and we're
13 saying it's kinda like that. This is -- and the -- the
14 law ---

15 THE COURT: Well, it sounds like -- and I'm not
16 cutting you off, but it sounds like to me that -- that Mr.
17 Anderson's argument on whether or not his client complied
18 with the disclosure statute there's probably a question of
19 fact involved in that as to whether they did or they
20 didn't.

21 But on the statute of limitations situation, it's
22 either a 10-year statute, which would keep you in the
23 game, or either it's a 3-year statute, which by law would
24 keep you out of the game.

25 MR. ROUSE: Exactly.

1 THE COURT: So I've gotta make that decision and
2 you're telling me there's no cases on -- that you're aware
3 of record that -- that says that it's a 3 or as opposed to
4 a 10 or 10 opposed to a 3.

5 Mr. Anderson says there is a case that supports his
6 position. So obviously, I'm gonna have to research which
7 statute of limitations is applicable. Whether it's a 10-
8 year statute as you say or whether it's a 3-year
9 negligence type statute that Mr. Anderson says.

10 MR. ROUSE: The -- the 10-year statute of limitations
11 statue is 15-3-350, and it says (as read): "No cause of
12 action or defense to an action founded upon title to real
13 property or -- or to rents or to services out of the same
14 shall be effectual unless it appears that the person
15 prosecuting the action or making a defense or under whose
16 title the action is prosecuted or defense is made
17 possessed or was seized of the property within 10 years."

18 But the point I'm making is is it mentions entitled
19 to rents or services -- or services. And if -- if this is
20 not a service, if this -- this transaction with the
21 disclosure statement where you have to disclose liens and
22 encroachments on property and issues regarding title, if
23 this is not a service that's related or founded on title
24 to land, I don't know what would be.

25 THE COURT: All right. Well, make -- make sure I

1 understand your argument. You're not claiming it's a
2 title issue and you're not claiming it's a rental issue.
3 You're claiming it's a services issue under the disclosure
4 section 27-50-70, and that alleged violation of -- of that
5 is the services that's referred to in the 10-year statute
6 of limitations. That where -- that where you're coming --
7 -

8 MR. ROUSE: No, no. What I'm claiming this a -- it's
9 a title issue.

10 THE COURT: Well, you just told me you had good
11 title.

12 MR. ROUSE: No. We don't 'cause this man claims --
13 this man claims that he owns -- Turner claims that he owns
14 part of these folks front yard. He -- and -- and these
15 folks concealed it. ---

16 THE COURT: Mr. Rouse, I just asked you 10 minutes
17 ago, 5 minutes ago, 3 minutes ago whether or not you had
18 good title and you said you did. Do you or don't you?

19 MR. ROUSE: I believe that we do, but the adjoining
20 neighbor does not. And the -- the closing attorney and
21 the lender believes that we do. But that doesn't stop --
22 as it asks for in this disclosure statement, that does not
23 -- it asks for -- do you know of any adjacent neighbors --
24 it asks for that -- who have claims that they have title
25 to your property, and they were supposed to say, "Yes."

1 They were supposed to disclose that. Yeah, there's an
2 adjoining neighbor who claims to have an encroachment on
3 the property, and that was concealed. Everybody knew it
4 but my clients. That was concealed.

5 THE COURT: All right. Anything else?

6 MR. ROUSE: I think you've got a pretty clear picture
7 of it, Your Honor.

8 THE COURT: Thank you. Well, I've got a picture of
9 it, but I don't know how clear it is.

10 MR. ROUSE: Well, it's sorta convoluted and complex,
11 and I apologize if I couldn't explain it right.

12 THE COURT: No, sir. No, sir. You -- you're
13 explaining it, it's just whether it's ---

14 MR. ROUSE: See, that's why the disclosure statement
15 -- that's the fundamental basis of it is the disclosure
16 statement is supposed to provide a buyer with information
17 that -- that -- that otherwise, they wouldn't get. 'Cause
18 see, my clients did due diligence. They -- they inspected
19 the property, they had two surveys done, they had two
20 appraisals done, they did everything they were supposed to
21 do.

22 THE COURT: Okay. Let me ask you this: In those
23 inspections and in the surveys and in everything they were
24 supposed to do, they never learned it's not of anywhere of
25 record that this guy is making some false claim as you

1 call it?

2 MR. ROUSE: Exactly. You're exactly right.

3 THE COURT: Then how in the world are these people
4 supposed to know that?

5 MR. ROUSE: Because ---

6 THE COURT: How are the sellers -- how are the
7 sellers supposed to know?

8 MR. ROUSE: They were informed. That's -- that's the
9 evidence we've come forward with that they have not
10 responded to. They were informed of it. They were
11 informed of -- they -- the -- the fence that was
12 originally there that the neighbor put up across the front
13 yard had been torn down. And it hadn't been replaced.

14 THE COURT: Well, how are these people ---

15 MR. ROUSE: And somebody was supposed to ---

16 THE COURT: How -- how are these people supposed to
17 know that?

18 MR. ROUSE: Is because -- I don't know how they found
19 out, but the sworn testimony is is that they told the
20 sellers at the time right before the sale. They told the
21 sellers that, "You -- you need to come up with \$1500
22 because the fence across the front yard that had been torn
23 down has to be -- you have to pay this man for that. He
24 wants -- he wants money for that ---

25 THE COURT: I thought that \$1500 was for the easement

1 that ---

2 MR. ROUSE: That ---

3 THE COURT: --- gave them ingress, egress, and
4 regress from the dirt road.

5 MR. ROUSE: That's how they calculated the value that
6 he was gonna charge for that easement. How did they -- we
7 asked his neighbor that. We asked him in his deposition,
8 "Where'd you come up with this \$1500?"

9 And -- and essentially what he said -- the sworn
10 testimony he said and the others said at the time was,
11 "Well, the \$1500 was the cost of that torn down fence
12 across the front yard that was being sold -- about to be
13 sold in this transaction."

14 And that's how he wanted his money back because he
15 wanted to rebuild the fence soon as the transaction --
16 soon as this property sold ---

17 THE COURT: Was the -- was the fence built while the
18 Rollins seller lived there?

19 MR. ROUSE: Yes. Absolutely.

20 THE COURT: And it was torn down while the Rollins
21 seller lived there?

22 MR. ROUSE: They had a renter. They lived there part
23 of the time, part of the time they had a renter. But they
24 testified that they saw the fence, they knew it was there.
25 And either them or their renter tore it down 'cause they

1 didn't -- they didn't believe that it was a legitimate
2 claim, and they tore it down.

3 THE COURT: But how is Mrs. Rollings, as the realtor,
4 supposed to know about that?

5 MR. ROUSE: She knew about it because they --

6 THE COURT: "They" is who?

7 MR. ROUSE: They -- the real -- Mrs. Rollings had two
8 or three employees.

9 THE COURT: Mrs. Rollings the Defendant?

10 MR. ROUSE: The -- that's right. The real estate
11 agent had two or three that was working this case file.
12 And they're -- they're named -- Buddy Whitmire I think was
13 one of them.

14 THE COURT: Okay.

15 MR. ROUSE: And in fact, I think Mr. Rollings ---

16 THE COURT: Well, don't point fingers.

17 MR. ROUSE: I'm sorry.

18 THE COURT: Just tell me how they know that.

19 MR. ROUSE: It's because they were informed of the
20 purpose of the \$1500 for the repair of the fence before
21 the closing, and they worked out a deal to have somebody
22 pay the \$1500.

23 See, my clients never paid the \$1500. Well, I --
24 that's another question. Everybody knew -- why would --
25 why would the -- the seller pay a neighbor \$1500 for an

1 easement?

2 Judge, let me tell you this. There's -- there's six
3 streets and 46 houses, residential houses in this
4 subdivision, Selisa Lake subdivision. There's not one
5 easement with any house anywhere except the property my
6 client purchased.

7 THE COURT: Well, that -- that -- the reason for that
8 was the closing attorney felt like there was some issue
9 about ingress/egress, and he ---

10 MR. ROUSE: Exactly.

11 THE COURT: --- wanted that easement to protect your
12 clients.

13 MR. ROUSE: Exactly right.

14 THE COURT: Well, that hasn't got anything to do with
15 the fence.

16 MR. ROUSE: But that doesn't tell them that the
17 neighbor claims part of their front yard.

18 THE COURT: All right.

19 MR. ROUSE: That's the -- that's the controversy is
20 that nobody ever told them that this neighbor, now, he
21 claims part of your front yard and he's gonna build a
22 fence and he's gonna take your front yard.

23 I mean, that sounds strange that that could happen,
24 but that is exactly what happened. And the -- the statute
25 says that the real estate agent is not liable if --

1 THE COURT: You've read that to me before, 20 times.

2 MR. ROUSE: -- if --

3 THE COURT: All right. Thank you.

4 Mr. Anderson?

5 MR. ANDERSON: Brief -- briefly, Your Honor, briefly.

6 THE COURT: No, you don't have to be brief. I mean,
7 I've given y'all ample opportunity. But what -- it sounds
8 like whether or not they complied or didn't comply might
9 be a question of fact. The statute of limit -- but you
10 can argue. You can tell me how you feel about that.

11 MR. ANDERSON: What -- what evidence is -- is against
12 what my client has provided to the Court? There's no
13 evidence. There's hearsay, there's innuendo, there's an
14 impassioned father arguing about -- for his daughter's
15 property, but that -- that's all there is.

16 I've provided an affidavit that shows that Shannon
17 Rollings Real Estate knew nothing about this -- this
18 dispute, knew nothing about this previous fence. The
19 affidavits are clear on that.

20 The -- the statue is clear on that. If you had no
21 knowledge of it, regardless of whether the property
22 disclosure statement is -- is -- is -- is full -- is
23 completed or not.

24 And let me -- let me tell the Court this. The due
25 diligence that happened, this property disclosure

1 statement was the one that was in the -- apparently, in
2 the brochure that wasn't fully populated. All the blocks
3 weren't checked. But his daughter and son-in-law signed
4 it, their attorney -- their -- Grant Sutton, their
5 realtor, signed it. That's the one they used. Why didn't
6 they say, "Hey, there's -- there's blocks -- there's a
7 whole page here that's not filled out. What about this?"
8 They never -- they never asked about that.

9 My client populated the MLS on May 23 of that year
10 with the complete property disclosure statement with all
11 the items checked. Presently, presently, Grant Sutton's
12 using an -- an old form, an obsolete property disclosure
13 form that's there. That's what's on file today with the
14 MLS. It's too bad that he's not using the current form,
15 the form that my clients use 'cause it would -- we could
16 hold them before the Court today and show that they're
17 identical.

18 This is a -- so there's been no evidence provided to
19 the Court that shows that Shannon Rollings Real Estate
20 knew anything about this property except what was -- what
21 they'd indicated in the -- in the previous discovery that
22 it responded to and in the -- in the submission they gave
23 to the Court.

24 Now, let me also point out, Your Honor, that the
25 current complaint that is filed, the Griffin Plaintiffs

1 have standing to complain again -- this is paragraph 3.

2 I'm sorry if Madam Court Reporter. I'm talking to
3 fast.

4 Paragraph 3 (as read): "The Griffin Plaintiffs have
5 standing to complain against the Rollings Defendant for
6 the grossly negligent publication of a false and
7 misleading disclosure statement that directly led to the
8 Plaintiffs entering into a defective title transaction."

9 This is not a title transaction, but -- but that's --
10 but -- but grossly negligent is what is being alleged
11 against my client. There's been no evidence submitted to
12 the Court that shows my client was grossly negligent.

13 The -- the statute -- the legislative statute in this
14 state states that once a realtor provides the owner, in
15 writing, their responsibility to provide a property
16 disclosure statement, you're -- you're off the hook for
17 that property disclosure statement.

18 THE COURT: Well, that makes sense. Doesn't it make
19 sense? I mean, how is the realtor gonna know what all I
20 know about my property? Whether I got problems with the
21 well, the roof, the lines, the ...

22 MR. ANDERSON: Exactly, Your Honor. So that's what
23 we have provided here. We've -- we have provided where we
24 provided the -- the Rollins, the previous owner, the
25 listing agreement that indicated their -- their -- their

1 responsibility to complete a property disclosure
2 statement.

3 And -- and that's what we did. We provided that to
4 them, we submitted it then to the MLS. Grant Sutton and
5 the Griffins when they signed it, if there were questions
6 about it or if there were pages that weren't filled out,
7 then they should've brought it to the attention at that
8 time. They didn't.

9 Shannon Rollings's supplemental affidavit says she
10 didn't catch that, she didn't note -- note that. That's
11 not something that you -- you would normally question and
12 so here we are today. There's a three-year statute of
13 limitations and unfortunately the Plaintiffs have lost
14 that.

15 And they -- they lose on that prong and -- and the
16 second item, and I want to be clear with the Court,
17 there's been no fraud on the Court by Shannon Rollings
18 Real Estate. There's been no fraud to his daughter and
19 son-in-law as it relates to this property. It's an
20 unfortunate situation that happened between two neighbors
21 that could not have been anticipated, and -- and -- and
22 it's a bit.---

23 THE COURT: Well, let me ask you this: Going back
24 when your first made your opening statement, you said
25 there was an initial action between the Griffins and the
26 original -- and the neighbor.

1 MR. ANDERSON: That's correct, Your Honor.

2 THE COURT: And he was ordered not to have the fence
3 there, and I mean, that's all been cleared up, hasn't it?

4 MR. ANDERSON: Well, the Master-in-Equity signed an
5 order indicating thta -- directing Turner not to -- to
6 take any fence down and not to erect any fence on -- on
7 the adjoining property.

8 THE COURT: Well, why didn't that end it?

9 MR. ANDERSON: Well, you'd have to ask ---

10 THE COURT: Okay.

11 MR. ANDERSON: --- the Griffins.

12 THE COURT: All right.

13 MR. ANDERSON: I think why it -- why it didn't end
14 it, Your Honor, is -- is simply because Mr. Griffin's a
15 landscaper, and he was wanting to run his business where
16 he lived. And -- and, -- and he couldn't run his business
17 where -- where he lived by -- by remaining there at that
18 property.

19 THE COURT: All right. Thank you both very much. I
20 will take it under advisement. I would like proposed
21 orders from both of you within this Christmas season.

22 (To bailiff) Let her back in, please, I need to see
23 her.

24 How long you need, Mr. Anderson?

25 MR. ANDERSON: Your Honor, I'll have that to you by

1 the 20th.

2 THE COURT: That fair, Mr. Rouse?

3 MR. ROUSE: Yeah, that's fair, Judge.

4 THE COURT: I'm about through. Hold on. All right.
5 By the 20th.

6 MR. ANDERSON: Be okay if I get it to you via email
7 to your clerk?

8 THE COURT: No, to me. I no longer have a clerk.
9 That's a little -- I don't know if y'all know, I'm
10 retiring as of February 28. So my clerk left early
11 because he had a great job offer. So email it to me
12 dearlyj@sccourts.org.

13 MR. ANDERSON: All right. Thank you, Your Honor.

14 THE COURT: Thank you.

15 MR. ROUSE: Thank you, Your Honor.

16
17 -- END OF TRANSCRIPT OF RECORD --
18
19
20
21
22
23
24
25

CERTIFICATE

I, the undersigned Bonnie H. Kelly, Official Court Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the hearing of the captioned cause, relative to appeal, in the Second Circuit Court for Aiken County, South Carolina, on the 18th day of December, 2018.

I do further certify that I am neither of kin, counsel, nor interest in any party hereto.

E/BONNIE H. KELLY

Bonnie H. Kelly, CVR
Official Court Reporter

Columbia, South Carolina

February 11, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF AIKEN	)	CIVIL ACTION NO. 2018-CP-02-02060
	)	
Gary Griffin and Rachel Griffin,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	DEFENDANT SHANNON ROLLINGS D/B/A
	)	SHANNON ROLLINGS REAL ESTATE, LLC's
	)	NOTICE OF MOTION AND MOTION FOR
Shannon Rollings, d/b/a Shannon Rollings	)	SUMMARY JUDGMENT
Real Estate, LLC,	)	
	)	
Defendant.	)	
	)	

Please take notice that Defendant Shannon Rollings d/b/a Shannon Rollings Real Estate, LLC ("Rollings") will move before the Presiding Judge at 10:00 a.m. on the tenth (10th) day after the service hereof, or as soon thereafter as counsel may be heard, for summary judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure.

The Plaintiffs' Complaint alleges that Rollings was negligent by failing to have her clients provide a complete and truthful South Carolina Real Estate Disclosure Statement and that Rollings' actions and/or inactions constituted negligence. There are no genuine issues of any material fact as to the Plaintiffs' allegations and Rollings is entitled to judgment as a matter of law. The specific grounds for this Motion include the following: (1) that the Plaintiffs have failed to make a showing sufficient to establish the existence of one or more of the elements required to maintain an action for negligence and (2) that Rollings fully complied with S.C. Code Ann. § 27-50-70.

This Motion is based upon the pleadings, affidavits, depositions, South Carolina Rules of Civil Procedure, statutes, applicable law, memoranda, and such other evidence as may be accepted by the Court.

Rollings requests that this Motion be granted, that this Court render judgment in its favor and that it recover its costs incurred herein. Rollings prays for such other relief, both general and special, legal or equitable to which it may be justly entitled.

Respectfully submitted,

s/David A. Anderson

David A. Anderson, SC Bar No. 11550

James B. Robey, III SC Bar No. 102452

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ATTORNEYS FOR DEFENDANT SHANNON ROLLINGS
D/B/A SHANNON ROLLINGS REAL ESTATE, LLC

November 5, 2018
Columbia, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN	)	CIVIL ACTION NO. 2018-CP-02-02060
Gary Griffin and Rachel Griffin,	)	
	)	
Plaintiffs,	)	
v.	)	DEFENDANT SHANNON ROLLINGS D/B/A
	)	SHANNON ROLLINGS REAL ESTATE, LLC'S
Shannon Rollings, d/b/a Shannon Rollings	)	MEMORANDUM IN SUPPORT OF MOTION FOR
Real Estate, LLC,	)	SUMMARY JUDGMENT
	)	
Defendant.	)	
	)	

The Defendant Shannon Rollings, d/b/a Shannon Rollings Real Estate, LLC, (hereinafter "Defendant Realtor") by and through the undersigned counsel, moves this Court for Summary Judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. The Defendant Realtor submits this memorandum in support of the Motion previously filed with this Court.

FACTUAL ALLEGATIONS

The Plaintiffs' Complaint alleges that the Defendant Realtor was negligent by failing to have her clients provide a complete and truthful South Carolina Real Estate Disclosure Statement and that the Defendant Realtor's actions and/or inactions constituted negligence. *See, Complaint.* Specifically, this action arises out of a real estate transaction which took place on January 16, 2015 involving the property located at 8 Lake Selisa Drive, North Augusta, South Carolina. ("Subject Property"). *See, Real Estate Contract, attached hereto as Exhibit A.* The Defendant Realtor acted as agent for Milton and Teresa Rollins, sellers of the Subject Property. *See, Affidavit of Shannon Rollings, ¶ 3, attached hereto as Exhibit B.*

The historical facts regarding the land upon which the Subject Property sits are significant. In 1972 W.M. Gregory, a developer and his daughter, Barbara Parr, developed and

conveyed residential lots to various purchasers in the subdivision where the Subject Property is located. *See*, Complaint in *Griffin, et al. v. Fidelity Bank, Shannon Rollings d/b/a/ Shannon Rollings Real Estate, LLC, et al.*, 2017CP02001437, ¶ 3, attached hereto as Exhibit C. Dennis Turner owns the property located at 9 Lake Selisa Drive. He is the adjoining landowner. In August of 2007, Turner acquired a quit-claim deed that purportedly granted him an ownership interest in both the paved portion of Lake Selisa Drive and the abutting properties within a fifty (50) foot right of way of the street. *Id.* at ¶ 4. The Plaintiffs allege that shortly after the quit-claim deed was recorded, Mr. Turner began giving notice of his ownership of Lake Selisa Drive to adjoining landowners. *Id.* at ¶ 5. In 2011, Mr. Turner erected a fence across the front yard of the Subject Property. *Id.* at ¶ 6.

Milton and Teresa Rollins are the previous owners of the Subject Property, the sellers in the real estate transaction at issue. On January 16, 2015, they sold the Subject Property to the Plaintiffs via general warranty deed prepared by closing attorney Richard Taylor. *See*, General Warranty Deed, attached hereto as Exhibit D. In connection with this transaction, Mr. Taylor prepared a Deed of Easement which conveyed to the Griffins the right to ingress and egress the Subject Property. *See*, Deed of Easement, attached hereto as Exhibit E. In exchange for this easement, the Rollins paid Mr. Turner one thousand and five hundred dollars (\$1,500.00). Complaint, ¶ 6. The Plaintiffs claim; however, that they had no knowledge of any conflict or property dispute with Turner. Complaint, ¶ 8.

The essence of the Plaintiffs' claim is that the Defendant Realtor was negligent in failing to disclose Mr. Turner's history of attempting to exercise control and limit access to the Subject Property and for failing to ensure that her clients- the Rollins- disclosed this information on the

South Carolina Residential Property Condition Disclosure Statement¹ ("disclosure statement") at issue. *See*, Complaint.

PROCEDURAL HISTORY

The Plaintiffs have filed three prior actions which stem, at least in part, from the above allegations. The first case, *Griffin, et al. v. Turner, et al.*, 2015CP0200799, was filed in this Court in March of 2015. Therein the Plaintiffs brought forth claims for trespassing, vandalism, nuisance, and fraud in the execution of a recorded deed against the Turners. That case was resolved via a Stipulation of Dismissal (without Prejudice) filed with the Court on October 19, 2015.

The Plaintiffs filed a second related case, *Griffin v. Turner*, 2016RCCV141, in the Superior Court of Richmond County, State of Georgia, advancing claims for tortious interference with contractual relations and tortious interference with business relations. That matter was resolved via the court's grant of Mr. Turner's motion for summary judgment and determination that an award of attorney's fees, in favor of Mr. Turner, was appropriate. The court based its ruling on the fact that therein the Plaintiff "asserted frivolous claims . . . which were intended solely to cause the Defendant unnecessary trouble and litigation expenses . . . Plaintiff's assertions . . . were without any merit." *See*, Order attached hereto as Exhibit G.

The third, and afore-cited, case, *Griffin, et al. v. Fidelity Bank, Shannon Rollings d/b/a Shannon Rollings Real Estate, LLC, et al.*, 2017CP02001437, was filed in this Court on July 21, 2017. That complaint contains similar allegations against the Defendant Realtor as the action presently before the Court. The parties stipulated to the dismissal of the Defendant Realtor (without Prejudice) on December 11, 2017. That action remains pending in this Court.

¹ The relevant South Carolina Residential Property Disclosure Statement is attached hereto as Exhibit F.

STANDARD OF REVIEW

Rule 56(c) of the South Carolina Rules of Civil Procedure states that a motion for summary judgment must be granted, if “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgments as a matter of law.” *Bennett v. Carter*, 421 S.C. 374, 379, 807 S.E.2d 197, 200 (2017). “In determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn therefrom in the light most favorable to the party opposing summary judgment.” *Progressive Max Ins. Co. v. Floating Caps, Inc.*, 405 S.C. 35, 747 S.E.2d 178 (2013); *Wachovia Bank, N.A. v. Coffey*, 404 S.C. 421, 746 S.E.2d 35 (2013).

Summary judgment is warranted when plain, palpable, and undisputable facts exist on which reasonable minds cannot differ. *Skywaves I Corp. v. Branch Banking & Tr. Co.*, 423 S.C. 432, 814 S.E.2d 643, 654 (Ct. App. 2018), rehearing denied (June 21, 2018) (citing *NationsBank v. Scott Farm*, 320 S.C. 299, 302-03, 465 S.E.2d 98, 100 (Ct. App. 1995)). A grant of summary judgment expedites the disposition of cases not requiring the services of a fact finder. *Cunningham v. Anderson City*, 414 S.C. 298, 301-02, 778 S.E.2d 884, 886 (2015) (citing *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003)). To survive a motion for summary judgment a plaintiff must offer evidence of a genuine issue of material fact with regard to each element of each cause of action. *McLaughlin v. Williams*, 379 S.C. 451, 665 S.E.2d 667, 456, 670 (Ct. App. 2008).

DISCUSSION

The Plaintiffs seek damages for the Defendants Realtor’s alleged “gross negligent failure to provide them with a Disclosure statement that contained complete and honest information that

had been at least reviewed and signed by the sellers of the property . . .” *See*, Complaint, ¶13. The Plaintiffs, further, contend that the Defendant Realtor “knowingly and falsely marketed the property without ever disclosing the property claim of an adjoining neighbor.” *Id.* The Defendant Realtor asserts that she had no knowledge of any issue regarding title to the Subject Property at the time the disclosure statement was made, there are no issues of material fact with regard to the Plaintiffs’ claims, and a grant of summary judgment in her favor is appropriate at this time.

I. The Defendant Realtor fully complied with S.C. Code Ann. § 27-50-70 and the associated duties throughout the entirety of real estate transaction involving the Subject Property.

Pursuant to South Carolina law, a real estate brokerage firm or agency providing services to a client, thorough an agency agreement is bound by the duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting. S.C. Code Ann. §40-57-350(A). As agent for the sellers in the real estate transaction at issue, the Defendant Realtor owed no duty to the Plaintiffs, buyers of the Subject Property, to discover any issues regarding the title of the Subject Property. Her duties were to the sellers, only. S.C. Code Ann. §40-57-350(C).

The Residential Property Condition Disclosure Act sets out specific duties that listing agents and/or selling agents must comply with regarding such disclosures. *See*, S.C. Code Ann. §27-50-10, *et seq.* As agent for the sellers in the real estate transaction, the Defendant Realtor had a duty to “inform in writing each owner covered by the listing agreement of the owner’s obligations” regarding the disclosure statement. S.C. Code Ann. § 27-50-70(A). This same provision of the Code goes on to detail, in pertinent part, that: “[i]f the listing agent performs this duty, [s]he is not liable for the owner’s refusal or failure to provide a prospective purchaser with a disclosure statement. *Id.* What is more is that the listing agent or selling agent is not liable to a

purchaser if “(1) the owner provides the purchaser with a disclosure statement that contains false, incomplete, or misleading information; and (2) the real estate licensee did not have reasonable cause to suspect that the information was false, incomplete, or misleading.

The Defendant Realtor was hired by the Rollins, then owners of the Subject Property, as their agent in May of 2014. *See*, Affidavit of Rolling, ¶ 3. Prior to being contacted and hired by the Rollins, the Defendant Realtor was not familiar with the Subject Property. *Id.* at ¶ 4. At the time the Defendant Realtor had the Plaintiffs complete the disclosure statement, she had no actual or constructive knowledge of any title issues related to the Subject Property nor was she aware of any disputes with Mr. Turner. *Id.* at ¶ 6. She had no reason to believe that the information provided by the Rollins was false, incomplete, or misleading. *Id.*

It was not until December 18, 2014 that the Defendant Realtor received a telephone call from Mr. Turner regarding his claim of ownership of the Lake Selisa Drive. *Id.* at ¶ 7. At that point, the Subject Property was already under contract for the Plaintiffs. *Id.* Upon speaking with Mr. Turner, the Defendant Realtor contacted the Rollins to gather more information regarding the claim made by Mr. Turner. *Id.* at ¶ 8. The Rollins responded by indicating that they had legal access to the road. *Id.* at ¶¶ 8-9. As such, the Defendant Realtor had exercised the required due diligence, and, once again, she had no reason to believe that there were any issues with the title of the Subject Property or that the information contained in the disclosure statement was false. *Id.* at ¶¶ 9-10.

What is more is that the Defendant Realtor heard nothing more regarding Mr. Turner's claim or any disputes regarding the title to the Subject Property until January 15, 2015, days prior to the scheduled closing. *Id.* at ¶ 11. It was then that she was informed by the closing attorney, Mr. Taylor, that it was necessary to obtain an easement from Mr. Turner prior to

closing. *Id.* Importantly, during this conversation, Mr. Taylor informed the Defendant Realtor that the Rollins would need to pay Mr. Turner \$1500.00 (fifteen thousand dollars) in exchange for the easement. *Id.* at ¶¶ 11. Monumental is the fact that neither the Defendant Realtor, nor anyone from her office played a part in negotiating the easement or the amount of the related payment with Mr. Turner. *Id.* at ¶ 13.

It was only after receiving notice of the required easement and negotiation the Defendant Realtor's office made contact with the Rollins regarding the payment of funds which they agreed to have deducted from the proceeds from the sale of the Subject Property. *Id.* at ¶ 12. *See also*, Exhibit A to Affidavit of Rollings. The Rollins, again, indicated that there had never been any issue with regard to legal access to the Subject Property. *Id.*

Also interesting is the fact that the Complaint in this action, ironically, alleges that prior to closing on January 16, 2015, the Plaintiffs were:

[U]nacquainted with any of the residents of Lake Selisa Drive; unacquainted with the abutting property owner Dennis Turner and his seven year history of attempting to exercise ownership of Lake Selisa Drive, its right-of-way, and the front yards of adjoining lot owners; . . . unaware that Dennis Turner claimed colorable title to a cross section of [their] front yard . . .

Complaint, ¶ 8. There is; however, ample evidence demonstrating that the above allegations are simply untrue. The Plaintiff Daniel Griffin, himself, was well aware of the negotiated easement and related payment prior to closing on the Subject Property; such is, in the very least, evidenced by his receipt of an email from his agent, Grant Sutton. *See*, Affidavit of Rolling, ¶ 14. *See also*, Exhibit B to Affidavit. Therein, the Plaintiffs' realtor indicates that he had contacted the Defendant Realtor and informed her of the issues regarding title and the resolution thereof. *Id.* Also significant is the fact that the Plaintiff Daniel Griffin, met with Mr. Turner and his wife regarding the resolution of the property dispute on the Wednesday prior to closing and it appears

that they were able to establish a "good relationship," *Id.* at ¶ 15., *See also*, Exhibit C to Affidavit. Furthermore, the closing attorney discussed the easement and its legal significance with the Plaintiffs on the date of the closing. *See*, Dep. of Taylor, pg. 56, lines 14-25 through pg. 58, line 1, attached hereto as Exhibit H.

The evidence presented clearly shows that the Defendant Realtor acted in good faith and complied with the applicable laws and duties throughout the entirety of the transaction. It, further, shows that the Plaintiffs were well aware of the property issues prior to closing and, despite this; they chose to move forward with the purchase of the Subject Property. *Id.* at pg. 67, lines 1 through 12. Accordingly, the Defendant Realtor is entitled to summary judgment as a matter of law.

II. The statute of limitations, applicable to Plaintiffs' claims as plead, has run.

The Defendant Realtor raised the statute of limitations as an affirmative defense in her Answer to the Plaintiffs' Complaint. She, accordingly, asserts that the applicable three-year statute of limitations has run and the Plaintiffs' action is time barred.

In this regard, the Defendant Realtor is in receipt of the Plaintiffs' *Motion for Summary Judgment on Defendant Shannon Rollings' Statute of Limitations Defense*, filed on November 27, 2018. Therein, the Plaintiffs contend that their action is "founded upon a title to real property" and that the disclosure statement "is a real estate devise that specifically relates to [their] interest in title to real property." It is based upon this that they contend the ten year statute of limitations, provided under S.C. Code Ann. § 15-3-350 is applicable to their present action. Further in support of this far-fetched argument, the Plaintiffs argue that "the Disclosure Statement is an interest in land that arises at the time of title transfer and provides the statutory basis 'for an action founded upon a title to real property.'" *See*, Plaintiffs' Motion, p. 6.

The Defendant Realtor disagrees and, instead, insists that the three-year statute of limitations is applicable. As correctly noted by the Plaintiffs, this code provision, entitled *Action founded on title or for rents or services* provides:

No cause of action or defense to an action founded upon a title to real property or to rents or services out of the same shall be effectual unless it appear that the person prosecuting the action or making the defense or under whose title the action is prosecuted or the defense is made, or the ancestor, predecessor or grantor of such person, was seized or possessed of the premises in question within ten years before the committing of the act in respect to which such action is prosecuted or defense made.

S.C. Code Ann. § 15-3-350.

The Plaintiffs are attempting to disguise their action, clearly one based in tort, as one for title to real property. The plaintiff in the case of *Palmetto Co. v. McMahon*, 395 S.C. 1, 716 S.E.2d (Ct. App. 2011), made the same argument that the Plaintiffs are attempting to make here. There, the parties entered into a written lease agreement. *Id.* The plaintiff, thereafter, filed an application and affidavit for collection of rent. *Id.* The magistrate determined that the applicable statute of limitations was ten years under §15-3-350. The Court of appeals, *unpersuaded by the labeling of plaintiff's claim* as one for distraint, found that the claim arose out of contract and not title to real property and determined that the three year statute of limitations was appropriate.

The action brought by the Plaintiffs is not the type of action that the legislature intended to be covered by §15-3-350. The Plaintiffs have not brought an action seeking to recover title to the Subject Property. The Defendant Realtor contends that the Plaintiffs have, instead, brought a negligence action for damages based solely in tort. As such, the applicable statute of limitations is three years. *See*, S.C. Code Ann. § 15-3-530 (Code provision under the Article entitled *Actions Other than for Recovery of Real Property*). As discussed above, the Plaintiffs stipulated to the dismissal of the Defendant Realtor from the active civil case, 2017CP021437, in December of

2017. The Plaintiffs had a right to refile an action against this Defendant but they chose not to do so within the applicable time period.

Consequently, this action as against the Defendant Realtor is time barred and the Defendant Realtor is entitled to summary judgment as a matter of law.

Based upon the above, the Defendant Realtor requests that her Motion for Summary Judgment be granted and that this Court render judgment and costs rendered herein in her favor.

Respectfully submitted,

s/David A. Anderson

David A. Anderson, SC Bar No. 11550

James B. Robey, III SC Bar No. 102452

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ATTORNEYS FOR DEFENDANT SHANNON ROLLINGS

D/B/A SHANNON ROLLINGS REAL ESTATE, LLC

December 3, 2018
Columbia, SC



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (GENERAL USE AND LOTS/ACREAGE)

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), Daniel Griffin ~ Rachel Griffin ("Buyer"), and
Milton P. Rollins III Teresa F. Rollins
Seller(s), _____ ("Seller").

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period starting at 10 AM (M/Tu/W/Th/Fr) and counted from 10 AM of the first Business Day following the Effective Date. Business Days shall not begin or end on a Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods

2. **PURCHASE PRICE:** \$ 215,000.00
Payable by ☒ a combination of financing and cash or ☐ cash. Payment shall be good funds. DS MPRIII USD
The sale of Buyer's real property ☒ is ☐ is not required for Purchase and this contingency terms are ☒ are not attached.

3. **PROPERTY:** Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer is solely responsible for inquiring about lease issues prior to signing Contract. Leasing issues: (see Adjustments). Leased items on Property can include fuel tanks, alarm systems, satellite equipment, roll carts etc. and contain fuel, etc.

Address 8 Lake Sp/13a Unit # _____
City North Augusta State of South Carolina
Zip 29841 County of Aiken 005-06-14-D16
Lot _____ Block _____ Section/Phase _____ Subdivision NorLisa Estates
Other _____ TMS _____

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

all furniture in Bathrooms to stay

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before 1-16-2015 ("Closing Date") with an automatic extension of 5 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in ownership type and name(s): Daniel Griffin ~ Rachel Griffin or as stipulated by Buyer. The deed shall be delivered to the Closing Attorney's

DS MPRIII DS MPRIII
BUYER BUYER SELLER SELLER HAVE READ



designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (ex. manuals, equipment warranties, service info, etc.) and similar ownership items to Buyer at Closing.

X 5. **EARNEST MONEY:** \$ _____ (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ 1,000 will be paid within 3 Business Days after Effective Date and Earnest Money is in the form of ☐ check ☐ cash ☐ other (wire, etc.) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Shannon Polons Realty as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT OR FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SC TREASURER. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$ 2 OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES DUTIES.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment); interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed:

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association, etc.) are the ☒ Seller's or ☐ Buyer's transaction costs.

X ☒ At Closing, Seller will pay Buyer's transaction costs not to exceed \$ 5,000 OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

X BUYER DATE 12-11-14 3 TIME pm
SELLER DATE 12/12/2014 TIME

7. **FINANCE:** Buyer's obligation under this Contract ☒ is ☐ is not contingent upon obtaining financing of a ☐ 15 year or ☒ 30 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts of minimum 9.5 % and maximum 9.0 % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). If a Lender declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. Buyer shall apply for financing within 1 Business Days from the Effective Date and shall provide the Seller with reasonable written loan pre-approval documentation within 20 Business Days from the Effective Date. If the Seller and Brokers are notified of inability to obtain financing during the

X BUYER DATE 12/11/14 3 TIME pm
SELLER DATE 12/12/2014 TIME

Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.

Proposed Lender: Faithful Mortgage ☐ FHA ☐ VA ☒ Conventional ☐ Seller
☐ Other

An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. INSPECTION/REINSPECTION RIGHTS: Buyer and qualified/certified inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians, plumbers, etc.) to safely connect and operate the utilities during the inspections

☐ Other ☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use Insurance to manage risk.

9. APPRAISED VALUE:

☒ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

☐ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. SURVEY, TITLE EXAMINATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, and appropriate Insurance (including owner's title) effective at Closing. Seller to cancel existing Insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

11. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

The DUE DILIGENCE PERIOD ends no later than 10 Business Days after the original Effective Date unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.

During the Due Diligence Period, Seller agrees Buyer may choose any of the following:

- (1) Conduct/obtain Inspections
- (2) Deliver Repairs Request(s) Notice to Seller
- (3) Proceed under amended Contract
- (4) Proceed under As Is Contract
- (5) Terminate Contract by Delivering "Notice of Termination" and "Termination Fee" to Seller

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TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ 0 USD Good Funds.

Termination Fee paid to Seller by payment or, by release to Seller an appropriate amount of Earnest Money or, by a combination of payment to Seller and an appropriate amount of Earnest Money (Escrow Agent shall timely disburse upon Buyer timely signing any required Earnest Money disbursement agreement for payment of the Termination Fee). If Seller receives the Delivered Notice of Termination and the full Delivered Termination Fee during the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination and all of the Termination Fee to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 6 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer proceeds according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract ☐ is ☒ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

15. REZONING: This Contract ☐ is ☒ is not contingent upon the Property being rezoned to _____ by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The ☐ Buyer or ☐ Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract ☐ is ☒ is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination during the Well and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: ☐ county ☐ city ☐ private ☐ corporate ☐ community ☐ well ☐ other _____. Seller represents the Property is connected to water disposal system: ☐ septic ☐ sewer ☐ private ☐ corporate ☐ government ☐ other _____.

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17. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☒ Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

☐ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.

20. MEGAN'S LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

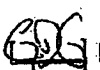
21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☒ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. ROLLBACK TAXES (IF ANY): The Parties agree that the ☒ Seller or ☐ Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

24. SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS: All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by N/A and paid for by N/A.

All of these reports or certifications shall be completed no later than _____ Business Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

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Upon Delivered Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

26. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

27. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

28. MEDIATION CLAUSE: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

29. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

30. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to

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easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. **NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.**

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies, subordination, lot releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:

- 1) Buyer to obtain a Home inspection at their expense - Buyer agrees to pay the cost of the inspection.
- 2) This sale is contingent on Buyer properly closing - Buyer properly is under contract and scheduled to close 9-12-15.

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

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36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 12-12-2014 ☐ AM ☒ PM on 12-12-2014 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

If signee is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are ☐ attached or ☐ to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: B. D. Rollins III Date: 12-11-2014 Time: 3:00

WITNESS: _____ Date: _____ Time: _____

BUYER: Teresa F. Rollins Date: 12-11-2014 Time: 3:00

WITNESS: _____ Date: _____ Time: _____

DocuSigned by:
SELLER: Milton P. Rollins III Date: 12/12/2014 Time: _____
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WITNESS: _____ Date: _____ Time: _____

DocuSigned by:
SELLER: Teresa F. Rollins Date: 12/12/2014 Time: _____
51C1C885C4B2450...

WITNESS: _____ Date: _____ Time: _____

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DocuSigned by:

America Graves

America Graves

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME: Shannon Rollings Real EstateESCROW AGENT'S LAW FIRM/COMPANY/BROKERAGE: Shannon Rollings Real EstateESCROW AGENT CONTACT INFO: shannon@shannonr.com 803-278-1818INVOLVED AS: ☒ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT*LICENSEE: Grant Sutton SC LICENSE # 86971 EXPIRES 6-30-2015BROKER IN CHARGE: John Chambers SC LICENSE # 70480 EXPIRES 6-30-2016BROKERAGE COMPANY NAME: Mybohm RealtorsMEMBERS OF: GAR ASSOCIATION/BOARD OF REALTORS®NOTICE ADDRESS: 3519 Wheeler Road Augusta GANOTICE EMAIL/FAX: Grant 30904@yahoo.comMOBILE PHONE: 706-373-7778 OFFICE PHONE: 706-736-3375 OTHER: _____INVOLVED AS: ☒ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ SELLER DESIGNATED AGENT*LICENSEE: Shannon Rollings SC LICENSE # 48555 EXPIRES 6-30-16BROKER IN CHARGE: Shannon Rollings SC LICENSE # 48555 EXPIRES 6-30-16BROKERAGE COMPANY NAME: shannon rollings real estateMEMBERS OF: gaar ASSOCIATION/BOARD OF REALTORS®NOTICE ADDRESS: 339 West ave North Augusta Sc 29841NOTICE EMAIL/FAX: shannon@shannonr.comMOBILE PHONE: _____ OFFICE PHONE: 8032781818 OTHER: _____*DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND OTHER ASSOCIATED LICENSEES ARE DUAL AGENTS.☒ BUYER☒ BUYER

DS

☒ SELLER

DS

☒ SELLER

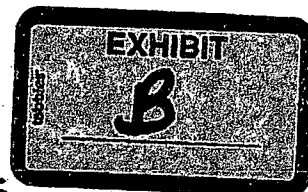
HAVE READ THIS PAGE

Form 330 PAGE 9 of 9

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF AIKEN	)	CIVIL ACTION NO. 2017-CP-02-01437
	)	
Gary Griffin and Rachel Griffin,	)	
	)	
Plaintiffs,	)	
	)	AFFIDAVIT OF SHANNON ROLLINGS
v.	)	
	)	
Fidelity Bank, Milton P. Rollins, III, Teresa	)	
F. Rollins, and Shannon Rollings, d/b/a	)	
Shannon Rollings Real Estate, LLC,	)	
	)	
Defendants.	)	
	)	

PERSONALLY APPEARED BEFORE ME Shannon Rollings, who, first being duly sworn, deposes and states as follows:

1. I am over the age of eighteen (18) and have personal knowledge of, and am competent to testify to, the matters set forth herein.
2. I am a licensed real estate broker who is currently the owner and broker-in-charge of Shannon Rollings Real Estate, LLC.
3. On May 12, 2014, Milton and Teresa Rollins decided to sell their home located at 8 Lake Selsia Drive, North Augusta, South Carolina 29860 (the "Subject Property") and hired me to serve as their real estate agent.
4. Prior to the Rollins hiring me in May of 2014, I had never served as their real estate agent and had never listed the Subject Property for sale.
5. I have no knowledge of any prior listings of the Subject Property or any transactions resulting from those listings. In our search of this Property, we did find where a buyer client of



ours made an offer on the property in May of 2011 when the Property was listed by Pat Chalmers of Meybohm Realty but that offer was not accepted.

6. When the Rollins completed their South Carolina Residential Property Condition Disclosure Statement, I had no actual or constructive knowledge of any issues with the title of the Subject Property or the various issues with the neighbor, Mr. Turner. As such, I had no reasonable cause to suspect that the information provided by the Rollins was false or misleading.

7. On December 18, 2014, my office received a phone call from Mr. Turner regarding his ownership of the road where the Subject Property is located. The phone call from Mr. Turner came after the Subject Property was under contract with Plaintiffs.

8. After receiving the phone call from Mr. Turner, my office contacted the Rollins and asked them about Mr. Turner's ownership of the road. The Rollins stated that they had legal access to the road.

9. Despite the call from Mr. Turner, I had no reason to believe that there were any issues with the title of the Subject Property, as the Rollins assured me they had legal access to the road.

10. After speaking with the Rollins, I did not believe, nor did I have reason to believe, that there were any issues with the title to the Subject Property or that the information provided on the Rollins' South Carolina Residential Property Condition Disclosure Statement was false.

11. On January 15, 2015, the day before closing, the closing attorney, Richard W. Taylor, Esquire, contacted our office and informed us about the issues with Mr. Turner and his claim

of ownership. He further informed us that an easement from Mr. Turner was necessary for closing and that, in order to have Mr. Turner sign the easement, the Rollins had to pay \$1,500.00 to Mr. Turner.

12. On the same day, Buddy Witmer, with our office, spoke to the Rollins, who agreed to have the \$1,500.00 deducted from their sale proceeds. In this email, they once again stated that there has never been a question as to legal access to the Subject Property. This email is attached as Exhibit A.

13. We were not involved, in any way, with the negotiation of the easement and had no knowledge of the easement details until we were informed by Mr. Taylor that the Rollins needed to pay Mr. Turner \$1,500.00 in exchange for the easement.

14. Plaintiff Daniel Griffin also received an email from his realtor, Grant Sutton, prior to closing, regarding the easement. This email is attached to this Affidavit as Exhibit B.

15. Furthermore, upon information and belief, Plaintiffs met with Mr. Turner prior to closing – January 13, 2015 – to discuss the easement. During this meeting, Mr. Turner agreed that Plaintiffs had a right to the property and that Plaintiffs and the Turners had a good relationship. An email confirming this information is attached as Exhibit C.

16. Based upon Exhibits B and C, there is no dispute that Plaintiffs had notice of the issues with Mr. Turner and the easement prior to closing.

17. Throughout this transaction, I had no reasonable cause to suspect that the information provided by the Rollins on their South Carolina Residential Property Disclosure Statement was false or misleading.

18. As the Rollins exclusive agent, I owed no duty to Plaintiffs to inform them of the

issues with the title of the Subject Property; especially when Plaintiff, Daniel Griffin received the email contained in Exhibits B and A. Moreover, their real estate agent had knowledge of the issues and negotiated the easement with Mr. Turner.

19. I acted in good faith and fully complied with all South Carolina laws throughout the entirety of the transaction.

FURTHER THE AFFIANT SAYETH NAUGHT.

Wyntia Davis

Subscribed and sworn to before me
this *14th* day of *November*, 2017.

Notary Public

My Commission Expires: *5/12/2020*

Shannon Rollings
Shannon Rollings

Law Offices of Richard W. Taylor, P.C.

From: Buddy Witmer [buddy@shannonr.com]
Sent: Thursday, January 15, 2015 11:02 AM
To: Richard Taylor; Glenda Timmerman
Cc: Shannon Rollings; Grant Sutton; milton.rollins36@comcast.net
Subject: 8 Lake Selisa, Seller Rollins, Buyer Griffen

Richard, I have spoken with the sellers and they have agreed to have \$1,500 deducted from their proceeds in order for the buyer to receive the dedicated easement form the neighbor that "owns" the road.

To be clear, there has never been a question on legal access to the property. As recently as last year, the sellers have paid \$250 for road maintenance, but if this makes everything smooth, they are in agreement. Please let me know if you need anything else from the sellers. Thanks, Buddy

--
Buddy Witmer
Closing Director |
Associate Broker

Shannon Rollings Real Estate
Email: buddy@shannonr.com
Phone: 706-664-2159



7/16/2015

099

Page 1 of 1

Law Offices of Richard W. Taylor, P.C.

From: Grant Sutton [grant30904@yahoo.com]

Sent: Thursday, January 15, 2015 11:00 AM

To: P.C. Law Offices of Richard W. Taylor; Frank Lee; Daniel Griffin

Subject: 8 Lake Selsia

Good morning all!

As of right now my understanding is that we are unable to close until we get Mr. Turner to sign a deed of easement for the bank. Richard Taylor has made a lot of progress with Mr. Turner and a solution has been offered up.

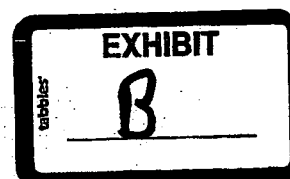
I have contacted Shannon Rollings and informed her of the issues and that the solution is for the seller to pay \$ 1,500 to Mr. Turner. If they agree, he will sign the deed of easement.

I left here a second message at 10:30 today and am waiting for her response. I will update everyone as soon as I here from her.

Thanks,

Grant

7/16/2015



Law Offices of Richard W. Taylor, P.C.

From: Grant Sutton [grant30904@yahoo.com]
 Sent: Wednesday, January 14, 2015 9:21 AM
 To: taylor1886@bellsouth.net; Daniel Griffin; Frank Lee
 Subject: Re: Deed of Easement
 Good morning Keith!

The buyer met with Mr. Dennis Turner and his wife last night with regards to the Deed of Easement. She signed the agreement but he wanted a little clarification. As I understand it he does not disagree that the new homeowner has the right to the property. Mr Turner and Daniel Griffin (the buyer) have a good relationship and Mr. Turner is happy that Daniel will be his new neighbor.

Mr Turner has asked if the attorneys who drew up the deed of Easement could contact him before he signs it. Is that something that you can do for the buyer? His number is 803-426-3583.

We are scheduled to close this Friday. If you think that will be delayed please let me know.

Thanks in advance for your time.

Grant Sutton
 Meybohm

From: "Law Offices of Richard W. Taylor, P.C." <taylor1886@bellsouth.net>
 To: grant30904@yahoo.com
 Sent: Tuesday, January 13, 2015 4:06 PM
 Subject: FW: Deed of Easement

From: Law Offices of Richard W. Taylor, P.C. [mailto:taylor1886@bellsouth.net]
 Sent: Tuesday, January 13, 2015 3:52 PM
 To: 'grant3094@yahoo.com'
 Subject: Deed of Easement

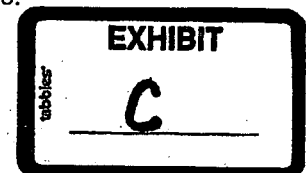
Grant:

Here's deed of easement. You'll need two witnesses if you have it signed outside of our office and then one witness will need to come to our office to sign the probate (bottom part of the deed, page 2) before a notary.

Both Mr. & Mrs. Turner need to sign above where their names are typed.

Attached is both the deed of easement and the deed in which the Turners acquired the road for reference, just in case the Turners have any questions about what they are granting an easement over. The term "in perpetuity" in the easement means that it will travel with the land, so all future purchasers of the property the Griffins are buying will have the easement to access the property, the easement will be permanently connected to Lot 18.

Thanks,



7/16/2015

STATE OF SOUTH CAROLINA,

COUNTY OF AIKEN

GARY GRIFFIN AND RACHEL GRIFFIN,
Plaintiffs,

vs.

FIDELITY BANK, MILTON P. ROLLINS,
III, TERESA F. ROLLINS, and
SHANNON ROLLINGS, d/b/a Shannon
Rollings Real Estate, LLC.,
Defendants.)

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

AIKEN, South Carolina

Dated: June 21st 2017

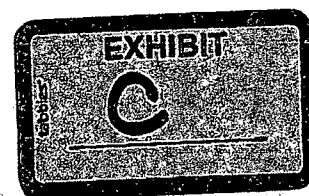
SI Calvin A. Rouse

Attorney for Plaintiff

Address: CALVIN ROUSE
P.O. BOX 3945
AUGUSTA, GA 30914
706-733-1138
SC BAR 12543

RECEIVED

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ACSO CIVIL PROCESS ACSO CIVIL PROCESS

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

GARY GRIFFIN and
RACHEL GRIFFIN,

Plaintiff(s),

vs

FIDELITY BANK, MILTON P.
ROLLINS, III, TERESA F. ROLLINS,
and SHANNON ROLLINGS, d/b/a
Shannon Rollings Real Estate, LLC,

Defendant(s).

IN THE COURT OF COMMON PLEAS

SECOND JUDICIAL CIRCUIT

CIVIL ACTION FILE NO.
2017-CP-02-

COMPLAINT

COMES NOW, Plaintiffs Gary and Rachel Griffin who for their complaint against the Defendants named herein would show this Honorable Court, as follows:

1. **Jurisdiction:** Defendant Fidelity Bank (hereinafter, "Fidelity"), is a Georgia corporation that regularly makes mortgage loans for the purchase of single family dwellings located in the State of South Carolina. Defendant Fidelity transacts its South Carolina business out of an office located in Augusta, Georgia. Defendants Milton P. Rollins, III, and Teresa F. Rollins are residents of Edgefield County, South Carolina. Defendant Shannon Rollings is a licensed South Carolina real estate broker who resides in Aiken County, South Carolina, and at all times conducted business as "Shannon Rollings Real Estate, LLC." All of the Defendants are subject to the jurisdiction of this Court.
2. **Summary Statement of the Case:** The Griffins' claims arise from a faulty real estate transaction that occurred on January 16, 2015, involving the purchase of their family home located

at 8 Lake Selisa Drive, North Augusta, South Carolina. Since the time of purchase, the Plaintiffs' adjoining land owner, Dennis Turner has claimed titled ownership of the Griffins' front yard and has regularly used the Aiken County Sheriff's Department to enforce his putative control over the disputed land. In this action, the Plaintiffs seek to recover the legal costs they incurred after the closing in trying to obtain both legal title and the quiet and peaceful enjoyment of their property. Plaintiffs seek rescission or reformation of the mortgage. Plaintiffs seek actual damages for breach of promises made in the Warranty Deed, in the Residential Property Condition Disclosure Statement, and in the Owners Affidavit. Plaintiffs seek actual damages for the realtors' deceptive listing, advertising and brokerage of a property known (or reasonably should have been known), to be unmarketable at the time of sale.

3. *Historical Facts:* In 1972, W. M. Gregory developed Warlissa Estates Subdivision located outside North Augusta, South Carolina. Gregory and his successor in interest (daughter), Barbara Parr, subsequently sold and conveyed residential lots in the subdivision where Lake Selisa Drive and the property at issue in this case is located. Lake Selisa Drive (formerly called Lake Ethel Drive), begins at an intersection with Country Club Hills Drive and dead ends at a cul-de-sac where the properties of the Plaintiffs and adjoining neighbor Dennis Turner are located.

4. On August 3, 2007, Barbara Parr executed and recorded a certain quit-claim deed which purported to convey the real estate developer's ownership interest in Lake Selisa Drive to Dennis Turner. The Parr quitclaim deed was:

- a. recorded without prior notice to any of the lot owners residing on Lake Selisa Drive;
- b. bore a false and fictitious derivation clause referencing "Title Book 1532 at Page 99," no portion of which derivation identified lands constituting Lake Selisa Drive;

- c. bore a false and fictitious Aiken County Tax Parcel Number "005-05-03-004," to the extent that on or before August 3, 2007, there was no historical documentation of (i) Aiken County ever having assigned "005-05-03-004" to Lake Selissa Drive, or, (ii) Aiken County *ever having billed* any person or entity for property taxes due on the roadway.
5. After recordation of the quitclaim deed in 2007, Dennis Turner began giving notice to home owners fronting Lake Selisa Drive that the street was now his private property. Employing the services of an attorney, Turner began sending letters to adjoining lot owners threatening legal action to enforce restrictions asserted by him over both public and private use of the road.
6. In 2011, Turner erected fencing across the front yard of 8 Lake Selisa Drive; Defendants Milton and Teresa Rollins (the prior owners to the Griffins), subsequently tore down the fencing erected in front of their home.¹
7. At the January 16, 2015, closing the Griffin Plaintiffs purchased their residence from the Rollins by General Warranty Deed without knowledge of Turner's claim to their front yard. The closing attorney, Richard Taylor also prepared a "Deed of Easement" in which Dennis Turner conveyed to the Plaintiffs the right of ingress and egress to the Griffins' newly acquired property.
8. Defendants Milton and Teresa Rollins (the sellers), paid Dennis Turner \$1,500.00 to execute the easement. The price of the easement was calculated from the amount of past damages allegedly caused by the Rollins, or by their tenants, to Turner's fencing and to other purported property interests located in part within the landscaped front yard of the Griffin property.
9. After the Griffins moved into their residence, Turner again erected fencing, metal rods set in concrete, and other barriers within the landscaped portion of the Griffins' front yard.

¹ Tenants may have actually torn down the fencing; the prior owners leased their residence from time to time.

10. No road abandonment, or privatization, proceedings have ever been brought regarding Lake Selisa Drive, pursuant to S.C. Code § 57-9-10, such that the road has been abandoned or privatized by due process of law.

11. Prior to the Griffins' January 16, 2015, purchase of 8 Lake Selisa Drive, North Augusta, the Plaintiffs were residents of Columbia County, Georgia, and were:

- a. unacquainted with any of the Defendants in this action;
- b. unacquainted with any of the residents of Lake Selisa Drive;
- c. unacquainted with abutting property owner Dennis Turner and with his seven year history of attempting to exercise ownership of Lake Selisa Drive, its right-of-way, and the front yards of adjoining lot owners;
- d. unaware of Turner's past history of having erected fencing across front portions of the Plaintiffs' newly acquired property;
- e. unaware that the Rollins, or their tenants, had torn down Turner's fencing so that the residents of 8 Lake Selisa Drive would continue to possess unrestricted access from their home onto the abutting roadway;
- f. unaware that forty-year-old Warlissa Estates subdivision contained more than forty-four (44) residential home sites, none of which ever required an ingress-egress easement to be publicly (or privately), accessible;
- g. unaware that Dennis Turner claimed colorable title to a cross section of the Griffins' front yard based on the original 1972 subdivision plat for Warlissa Estates which showed Lake Salisa Drive to have a 50' right-of-way;²

² Several subsequently prepared plats for Lake Selisa Drive home sites also described the adjoining street as still having retained its original 50' right-of-way.

- h. entirely unaware at the time of closing that they would have to retain the services of an attorney: (i) to seize complete possession of 8 Lake Selisa Drive, and (ii) to acquire title to the entire premises as duly conveyed to them from a thirty-five (35), year chain of title; and,
 - i. unaware that Aiken County Sheriff's Department officers would from time to time use the 2007, Parr to Turner quit claim deed to enforce Turner's claims of fee simple ownership of both the paved portion of Lake Selisa Drive and the front yards of all abutting residential properties falling within a 50' right-of-way of the street, as shown on the original 1972 developers plat.
12. The Griffin Plaintiffs expressly relied upon the following (deceptive), information that was exclusively published by the Defendants as an inducement for the purchase of 8 Lake Selisa Drive:
- a. Shannon Rollings Real Estate (vis-à-vis its agents and servants), listed the subject property for general real estate sale and advertised it in regular public media; no disclosure was ever made by Rollings of any extraordinary circumstances or problems that would cloud the title or compromise a potential buyer's quiet and peaceful occupancy or possession of the residence;
 - b. although the roadway of Lake Selisa Drive was allegedly owned by Dennis Turner, an ingress-egress easement would guarantee the new buyers free and unhindered access to their property;
 - c. the prior owners of 8 Lake Selisa Drive (Rollins Defendants), had some (undisclosed), controversy with Dennis Turner, but the dispute would in no way effect the Griffins occupancy and/or ownership of the property; and,
 - d. According to all the Defendants, the prior owners (Rollins Defendants), would pay Turner for the easement out of their proceeds from the closing.

13. **Plaintiffs' Claims:** Prior to the January 16, 2015, closing date, Defendants Rollings and Rollins actually knew, or reasonably should have known by responsible prudent inquiry:

- a. that Dennis Turner had historically attempted to exercise control over Lake Selisa Drive and had particularly attempted to limit access to 8 Lake Selisa Drive; reasonable prudence required the Defendants to disclose Turner's claims of supposed ownership;
- b. that three days before the January 16, 2015, closing, Dennis Turner refused to sign the paperwork for the Griffin easement (unless he was compensated for past damages to *his property*); reasonable prudence required the Defendants to disclose Turner's legal authority for first refusing and then later granting an easement.

14. The Griffins performed the following acts constituting "due diligence" with regard to the purchase of their residence, none of which acts provided them with either actual knowledge of the claims of Dennis Turner, or with inquiry facts which reasonably should have made them aware of Turners' claims:

- a. On February 5, 2015, Griffins purchased a survey which: (1) did not indicate any portion of the 50' right-of-way to Lake Selisa Drive to be located on their land; (2) did not distinguish between the paved portion of Lake Selisa Drive and its right-of-way; and (3) did not indicate that Dennis Turner owned any of the landscaped area in the front yard of the Griffin residence;
- b. Before the closing, the Griffins obtained two appraisals on the subject property, neither of which indicated that Lake Selisa Drive was a "private road" or that an easement existed (or was needed), to access any of the home sites on Lake Selisa Drive;
- c. At the closing, the Griffins purchased from Investors Title Insurance Company a "Lenders Title Insurance Policy" which insured that the collateral securing their mortgage loan obligation to Fidelity Bank was free and clear of all claims;

- d. Prior to the closing, visited and walked the property numerous times, met all the neighbors (particularly including Dennis Turner), and saw nothing and heard nothing from anyone that would distinguish 8 Lake Selisa Drive from any typical home on an cul-de-sac in an Aiken County subdivision.

15. *Particularly as to Defendants Milton P. Rollins, III and Teresa F. Rollins:* The Defendant sellers of 8 Lake Selisa Drive were obligated to make complete disclosure to potential home buyers of the pre-existing land controversy with Turner. Rather than making full disclosure, the Rollins Defendants:

- a. Executed at closing an "Owners Affidavit" in which they swore under oath that there were no "property line disputes" or "rights of way" that "encumber the property;"
- b. Executed prior to closing (as required by South Carolina law S.C. Code Ann. § 27-50-40), a "Residential Property Condition Disclosure Statement" in which they failed to disclose "encroachments from adjacent real property;"
- c. Executed at closing a "Sellers Affidavit" in which they swore under oath that there were no "rights of way" that "encumber the real estate," and that "no dispute exists ... concerning the title to said real estate; the boundary lines of same, nor the location of the improvements upon this real estate or the adjoining real estate;" and,
- d. Executed prior to closing the real estate sale "Agreement/Contract" in which the Defendant sellers promised to convey at closing a "marketable title" free of all "encumbrances;"
- e. Executed at closing a "Warranty Deed" which contained the following legal description of the Griffins' titled purchase:

"all that certain piece, parcel, or lot of land ... of Warlissa Estates as shown on plat prepared for Michael Lee Satcher by K. L. Wise, Surveyor, dated October 26, 1979, and recorded in Misc. Book 287,

at Page 83 ... made a part and parcel hereof, and should be referred to for a more complete and accurate description as to the location, metes, bounds and courses of said parcel ..."

The Michael Lee Satcher plat referenced in the Griffins' Warranty Deed describes a one acre parcel bounded by Lake Selisa Drive with a fifty (50) foot right-of-way, and bounded by a cul-de-sac with a fifty (50) foot radius and a hundred (100) foot diameter. The plat does not indicate any form of abridged accessibility to Lake Selisa Drive, such as the presence of an ingress and egress easement, adjoining private property at any location in front of the Griffin residence, or of Lake Selisa Drive being a privately owned road. Lake Selisa Drive is depicted as a typical public street affronting Griffin land.

16. The Griffins assert against the Rollins claims of (1) breach of contract, and (2) breach of contract accompanied by a fraudulent act. The Defendants never actually conveyed the property described in the deed. The Defendants acted with dishonesty in fact, and unfair dealing, when they concealed from the Griffins the controversy with neighbor Dennis Turner. The closing and sale documentation, described immediately above in Paragraph 15, contained false representations made with the fraudulent intent to conceal from the Griffins the adverse ownership claims of Dennis Turner. The Griffins seek actual damages for the breach, punitive damages for the accompanying dishonest act, and reasonable attorney fees pursuant to S.C. Code Ann. § 27-50-65.

17. *Particularly as to Defendant Fidelity Bank:* The Fidelity Bank mortgage³ documented the financial agreement between the Griffins and Fidelity in all matters pertaining to the Plaintiffs' January 16, 2015, purchase of 8 Lake Selisa Drive. The material terms of the mortgage

³ Mortgage is attached hereto and identified as Exhibit "A" with incorporated legal description, Exhibit "B," and referenced Protective Covenants, Exhibit "C".

were agreed upon by the parties with the underlying assumption that there was good and clear title to *all of the subject property*, free of all encumbrances, defects and adverse claims.

18. The mortgage (Exhibit "A"), contained the following factual errors which adversely effected the true value of the collateral at the time the Griffins and Fidelity representatives executed the security instrument:

- a. the mortgage did not reference a current survey and plat which under the peculiar circumstances of the case was *required* in order to properly document the mortgage, such that (1) the paved portion of Lake Selisa Drive should have been clearly indicated; (2) the historical right-of-way limit of Lake Selisa Drive should have been clearly indicated; (3) the landscaped edge of the Griffins front yard should have been clearly indicated; and, (4) the private property limits putatively owned by Dennis Turner should have been clearly indicated;
- b. the mortgage does not contain an accurate legal description of the property actually conveyed to the Griffins;
- c. the true value of the collateral securing the mortgage loan was less than the amount financed as indicated in the terms of the mortgage;

19. Neither of the two parties to the mortgage obtained what was intended because they were unaware of the following at the time of closing:

- a. (1) that a boundary dispute existed between adjoining property owner (Dennis Turner), and the sellers of 8 Lake Selisa Drive; (2) that the public record in the Aiken County RMC Office indexed the 2007, Parr quitclaim deed transferring ownership of the "roadway" to Dennis Turner; and, (3) that the public record in the Aiken County RMC Office contained no ingress-egress easements for any other home site in Warlissa Estates;

- b. the sellers (Rollins), were paying Dennis Turner for an ingress-egress easement calculated on his alleged past property damages occurring in the front yard of the Griffins new residence;
 - e. Lake Selisa Drive was not a publicly accessible street like any other street freely open to the general public in Aiken County and that Dennis Turner (putatively), claimed that he had acquired from Parr more property rights than could be obtained lawfully from a developer who had sold lots and created public streets in a subdivision;
 - f. at the time of sale the titled property was not marketable because there was a reasonable probability of litigation;
 - g. neither the Defendant realtor nor the Defendant sellers had ever lawfully resolved the property dispute with Turner.⁴
20. The Griffins seek rescission, or reformation, of the mortgage agreement. The terms do not reflect a meeting of the minds or an accurate understanding of the measurement and true value of the collateral.

21. ***Particularly As to Defendant Shannon Rollings, d/b/a Shannon Rollings Real Estate, LLC:***

Plaintiffs contend that Shannon Rollings Real Estate (vis-à-vis its agents and licensees), circulated among the various parties to this action the "Residential Property Condition Disclosure Statement."⁵ The Disclosure form was "incomplete and misleading" by entirely failing to reveal any information concerning the boundary dispute with adjoining land owner Dennis Turner.

⁴ In their pending action before the Aiken County Master-in-Equity (*Gary Daniel Griffin et. al. v Dennis Turner et. al.*, Case No. 15-CP-02-2804), the Griffins contend that settled rules of real estate law deny Dennis Turner any legitimate titled interest in any property on Lake Selisa Drive (other than his own residential home-site), as established in *Blue Ridge Realty Company v. Williamson*, 247 S.C. 112, 145 S. E.2d 922 (S.C. 1965), and comparative cases, *Outlaw v. Moise*, 222 S.C. 24, 71 S.E.2d 509 (S.C. 1952); *Town of Kingstree v. W. Chapman*, 405 S.C. 282, 747 S.E.2d 494 (2013); *Murrells Inlet Corp. v. Ward*, 378 S.C. 225, 662 S.E. 2d 452 (Ct. App. 2008).

⁵ Required by South Carolina law S.C. Code Ann. § 27-50-40.

22. Plaintiffs contend that Defendant Rollings, vis-à-vis her licensee, was on actual notice, or had reasonable cause to suspect, that material statements in the Disclosure form were incomplete and misleading; Plaintiffs contend that Shannon Rollings, or one of her licensees:

- a. communicated directly with Dennis Turner a few days before the January 16, 2015, closing for the express purpose of negotiating payment for the alleged damages to Turner's fencing which was torn down by the sellers' tenants;
- b. communicated directly with the Rollins Defendants (sellers), before closing, and persuaded them to allocate an additional \$1,500.00 from their closing proceeds to pay Dennis Turner for his alleged fencing damages;
- c. communicated directly with the Rollins (sellers), at the time of originally listing the subject property for sale, and being expressly informed that the controversy with Turner was one of the Rollins reasons for listing the property; and,
- d. was aware that a prior purchaser of the subject property had backed out of the sale because of an issue rooted in Turner's claim to the roadway and adjacent lands.

23. Plaintiffs seek actual damages from the real estate licensee for the negligent failure to provide them with a Disclosure form that contained complete and honest information; Plaintiffs seek punitive damages for a finding of constructive fraud by the conduct of the licensee: the realtor knowingly and falsely marketed the property without ever disclosing the property claim of an adjoining neighbor; the conduct was false because the licensee was aware of material facts about the property which were reasonably undiscoverable to the Plaintiffs; the nature of the sale called for fair dealing; the licensee reasonably ought to have known that a concealment of the property claim would constitute a false representation; a reasonably prudent person would have viewed the non-disclosure as significant and harmful to the property sale; the licensee intended that non-disclosure of the facts would increase the likelihood of selling the property; the Griffins never

learned of Turner's claim until after the sale; neither the Griffins, the lender, or the appraiser, would have participated in the transaction on the same terms had the truth been disclosed; the Griffins reliance on the silence of all the Defendants was justified in view of the buyers due diligence; having purchased the real estate, the Griffins were compelled to try and litigate⁶ Turner's removal from their premises.

Prayer

WHEREFORE, the Griffin Plaintiffs PRAY for the following relief:

- a. Judgment against each of the Defendants in the reasonable amount that will compensate them for their damages and various claims;
- b. rescission, or reformation, of the mortgage agreement under terms that reflect a meeting of the minds or an accurate understanding of the measurement and true value of the real estate collateral;
- c. Judgment for attorney fees and costs for having to bring this civil action;
- d. For such other and further relief as this Court deems just and proper, such as punitive damages as provided by statute and case law.

This 21st day of June, 2017.

S/ Calvin A. Rouse
Calvin A. Rouse
Attorney for Plaintiffs
PO Box 3945
Augusta, GA 30914
(706) 733-1138
SC Bar No.: 12543

⁶ Griffins also contend that the Defendants, vis-à-vis their agents and servants, should have also disclosed the special need for an owners title insurance policy, particularly in this case.

FILE NO. 14-268

PG: 2322 - 2324

2
RETURN TO:
LAW OFFICES OF RICHARD W. TAYLOR, P.C.
302 E. MARTINTOWN ROAD
NORTH AUGUSTA, SC 29841

FILE NO. 14-268-1

2015001413

RIGHT OF WAY/ EASEMENT
RECORDING FEES \$10.00
STATE TAX \$3.90
COUNTY TAX \$1.65

PRESENTED & RECORDED:

01-21-2015 11:50 AM

JUDITH WARNER
REGISTER OF MESSOR CONVEYANCE

AIKEN COUNTY, SC
BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4536

PG: 2320 - 2321

STATE OF SOUTH CAROLINA

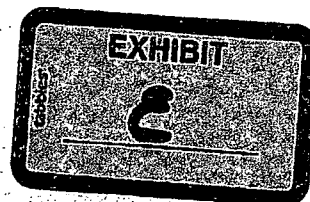
COUNTY OF AIKEN

)
)
)
DEED OF EASEMENT

Know All Men by These Presents, That We, **Dennis R. Turner and Jean M. Turner**, hereinafter referred to as Grantors, in the State aforesaid, for and in consideration of the sum of **One Thousand Five Hundred & No/100 Dollars (\$1,500.00)**, to us in hand paid by **Gary Daniel Griffin and Rachel Allison Griffin** of 8 Lake Selisa Drive, North Augusta, SC 29860, hereinafter referred to as Grantees, (the receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, sell and release unto the said Grantees and their heirs and assigns, **an easement in perpetuity** for ingress, egress, regress and utilities installation and maintenance over, through and across the following described property:

ALL that certain piece, parcel or strip of land, together with all improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, and being known and designated as **Lake Selisa Drive, a/k/a Selisa Drive, and a/k/a Ethel Drive** from the intersection of said private road with Country Club Hills Drive to the end of the cul-de-sac of said private road, this being an easement over the property quit-claimed to the Grantors by Barbara G. Parr and B. Edward Gregory by deed recorded in Record Book 4153, at page 2089, records of Aiken County, South Carolina; said easement is hereby made appurtenant to Lot 18, Block B of Warlissa Estates which is being acquired by the grantees herein.

TMP No.: N/A



Richard Taylor Docs 022

ELECTRONICALLY FILED - 2018 Dec 03 2:23 PM - AIKEN - COMMON PLEAS - CASE#2018CP0202060



STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT



The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code Section § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "no" for any question, the owner is stating that owner has no actual knowledge of any problem.

If a question is answered "no representation" for any question, owner is stating that owner is making no representation regarding the conditions or characteristics of the property, but owner still may have a duty to disclose information that is known or should have been known.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

If owner is assisted in the sale of property by a real estate licensee, owner remains solely responsible for completing and delivering this disclosure statement to the purchaser. The real estate licensee must disclose material facts about the property if the real estate licensee knows or reasonably should have known about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchasers are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

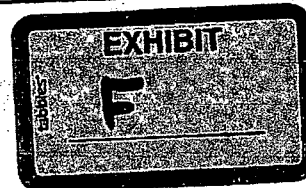
Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Property Address (including unit # or identifier) 8 Lake Selisa Dr, North Augusta, SC 29860

Owner: APRIL (TER) Purchaser: [Signature] acknowledge receipt of a copy of this page which is page 1 of 5.

REV: 7/2013



Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.
As owner, do you have any actual knowledge of any problem(s)* concerning?
 *Problem includes present defects, malfunctions, damages, conditions, or characteristics.

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM

- | | Yes | No | No Representation |
|--|--------------------------|--------------------------|--------------------------|
| 1. Water supply | ☐ | ☐ | ☐ |
| 2. Water quality | ☐ | ☐ | ☐ |
| 3. Water pressure | ☐ | ☐ | ☐ |
| 4. Sanitary sewage disposal system for any waste water | ☐ | ☐ | ☐ |
- A. Describe water supply ☐ County ☐ City ☐ Private ☐ Corporate ☐ Community ☐ Well ☐ Other County
- B. Describe water disposal ☐ Septic ☐ Sewer ☐ Private ☐ Corporate ☐ Government ☐ Other Septic
- C. Describe water pipes ☐ PEX ☐ Copper ☐ PVC/CPVC ☐ Polybutylene ☐ Steel ☐ Other/Unknown Copper/pvc

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS

- | | Yes | No | No Representation |
|--|--------------------------|--------------------------|--------------------------|
| 5. Roof system | ☐ | ☐ | ☐ |
| 6. Gutter system | ☐ | ☐ | ☐ |
| 7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications | ☐ | ☐ | ☐ |
- A. Approximate year that current roof covering was installed or modified 1999. Approximate year structure was built: 1985
- B. During your ownership, describe any known roof system leaks and repairs: Hail Damage 1999 - New 30 year shingles

III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS

- | | Yes | No | No Representation |
|--|--------------------------|--------------------------|--------------------------|
| 8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components) | ☐ | ☐ | ☐ |
| 9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components) | ☐ | ☐ | ☐ |
| 10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances) | ☐ | ☐ | ☐ |
| 11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other) | ☐ | ☐ | ☐ |
| 12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other) | ☐ | ☐ | ☐ |
| 13. Heating system(s) (HVAC components) | ☐ | ☐ | ☐ |
| 14. Cooling system(s) (HVAC components) | ☐ | ☐ | ☐ |

Owner: APRIL TFF Purchase X Acknowledge receipt of a copy of this page which is page 2 of 5.

- A. Describe Cooling System ☐ Central ☐ Ductless ☐ Heat Pump ☐ Window ☐ Other Heat Pump
- B. Describe Heating System ☐ Central ☐ Ductless ☐ Heat Pump ☐ Furnace ☐ Other Heat Pump
- C. Describe HVAC Power ☐ Oil ☐ Gas ☐ Electric ☐ Solar ☐ Other Electric
- D. Describe HVAC system approximate age and any other HVAC system(s):
 Down stairs 7 years / up stairs 1 year

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:
 n/a

B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):
 Ace Pest Control Treated Structure - I do not think there is a transferable bond

C. Describe any known present pest infestations:
 N/A

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-23) on this disclosure.
 As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	☐	☐	☐
16. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	☐	☐	☐
17. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	☐	☐	☐
18. Room additions or structural changes to the property during your ownership	☐	☐	☐
19. Problems caused by fire, smoke, or water to the property during your ownership	☐	☐	☐
20. Drainage, soil stability, atmosphere, or underground problems affecting the property	☐	☐	☐
21. Erosion or erosion control affecting the property	☐	☐	☐
22. Flood hazards, wetlands, or flood hazard designations affecting the property	☐	☐	☐
23. Flood insurance covering the property	☐	☐	☐

A. Describe any green energy, recycling, sustainability or disability features for the property: n/a

B. Describe any Department of Motor Vehicles titled manufactured housing on the property: n/a

Owner: MPRII TFE Purchaser: [Signature] acknowledge receipt of a copy of this page which is page 3 of 5.

VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: _____

n/a

VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the lease terms and any leasing problems, if any: _____

n/a

B. State the name and contact information for any property management company involved (if any): _____

n/a

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: _____

n/a

VIII. THE EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: n/a

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: n/a

IX. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED

Average BTU's	SqFt: Approximately 2500
Electric: 250.00	Foundation: Concrete Block
Gas: N/A	Attic Access: Yes
Water: 20.00	Fireplace: Two
Trash: 360.00 / year I think	Appliances included w/ sale: Yes
County Tax Prev Year: Approximately 900.00	
City Tax Prev Year: N/A	Hot Water Heater (gas or electric):
Lot Size or Acreage: 1 Acre	Electric

Owner: ☒ (M/PLH) ☒ (TF) Purchaser: ☒ (M/PLH) ☒ (TF) acknowledge receipt of a copy of this page which is page 4 of 5.

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own off site conditions and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the on site or off site conditions of the property and improvements. Purchasers should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.scstatehouse.gov or other websites).

Current status of property or factors which may affect the dosing:

- | | | | |
|---|--------------------------------------|-------------------------------------|--|
| ☐ Owner occupied | ☐ Short sale | ☐ Bankruptcy | ☐ Vacant (How long vacant?) <u>5 Months</u> |
| ☐ Leased | ☐ Foreclosure | ☐ Estate | ☐ Other: <u>N/A</u> |

A Residential Property Condition Disclosure Statement Addendum ☐ is ☐ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Milton P. Rollins III Date: 5/10/2014 Time: _____

Owner Printed Name: Milton P. Rollins III

Owner Signature: Teresa F. Rollins Date: 5/10/2014 Time: _____

Owner Printed Name: Teresa F. Rollins

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of on site and off site conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchasers have sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals

X Purchaser Signature: G. D. Giff Date: 12-11-14 Time: 3pm

Purchaser Printed Name: _____

X Purchaser Signature: Rechel Giff Date: 12-11-14 Time: 3pm

Purchaser Printed Name: _____



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS ADDENDUM FOR AGREEMENT TO BUY AND SELL REAL ESTATE

Property Address: 8 Lake Selisa Dr, North Augusta, SC 29860

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

☒ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
To my knowledge there are no lead based paints.

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☒ (b) Records and reports available to the seller (check one below):

☐ Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
n/a

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

☒ (c) Buyer has received copies of all information listed above.
☒ (d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
☒ (e) Buyer has (check one below):

☒ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

☒ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

DocuSigned by: Milton P. Rollins III 5/10/2014
Date

Seller: 194808F4DE
DocuSigned by: Shannon Rollings 5/9/2014
Date

Agent: 194808F4DE
DocuSigned by: Shannon Rollings 12-12-14
Date

Buyer: 16 D. Rollins 12-12-14
Date

DocuSigned by: Teresa F. Rollins 5/10/2014
Date

Seller: 194808F4DE
DocuSigned by: Shannon Rollings 12-11-14
Date

Agent: Shannon Rollings 12-12-14
Date

Buyer: Shannon Rollings 12-12-14
Date

IN THE SUPERIOR COURT OF RICHMOND COUNTY
STATE OF GEORGIA
AUGUSTA JUDICIAL CIRCUIT

GARY DANIEL GRIFFIN,

Plaintiff,

vs.

DENNIS R. TURNER,

Defendant.

CIVIL ACTION FILE
No. 2016-RCCV-141

CLERK OF SUPERIOR STATE
AND JUVENILE COURT
18 JUN -6 PM 3:26
CLERK, RICHMOND CO., GA.

ORDER

The above-captioned matter came on for a hearing set on the Defendant's Motion for Sanctions made pursuant to O.C.G.A. § 9-15-14, alleging that the Plaintiff in this matter had asserted frivolous claims. Prior to the hearing, both parties had filed affidavits in contemplation of a Motion for Summary Judgment, which Plaintiff ultimately filed and served the day of the hearing. Both parties also briefed these issues prior to the hearing.

At the hearing, Counsel for both parties agreed on record that the Motion for Summary Judgment was ripe for hearing and that they were ready for the Court to proceed with hearing and ruling upon both motions. Counsel argued the merits of the summary judgment motion at the hearing, in addition to the Defendant's claim for attorney's fees and expenses of litigation pursuant to O.C.G.A. § 9-15-14.

After review of the pleadings, statement of material facts, and the affidavits filed by both parties, and after consideration of the briefs filed and hearing argument from counsel, the Court finds that the Defendant is entitled to summary judgment as a matter of law. Specifically, Plaintiff has been unable to set forth sufficient material facts which, if presumed true for



purposes of summary judgment, could make a prima facie case of either a claim of tortious interference with contractual or business relations, as those claims are outlined in the Plaintiff's Complaint.

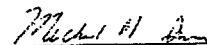
Regarding the Defendant's request for an award of attorney's fees and expenses of litigation made pursuant to O.C.G.A. § 9-15-14, the Court finds that the an award of fees is appropriate as the Plaintiff has asserted frivolous claims in this matter which were intended solely to cause the Defendant unnecessary trouble and litigation expenses. In support thereof, the Court relies on the affidavits of Norma Conc and Kent Plowman which directly show that the Plaintiff's assertions in his Complaint about claims involving these third parties were without any merit. Plaintiff knew or should have known after reasonable inquiry that these claims had no merit at the time they were filed. The Court also heard undisputed argument that the Plaintiff, who had previously argued to this Court that jurisdiction was appropriate under the long arm statute, since argued the opposite position in an attempt to transfer the claims raised therein to a court in South Carolina in an apparent attempt to forum-shop. In aggravation, the Court received an admission by Plaintiff's counsel that he threatened the Defendant to make him pay substantial litigation costs in retaliation for claims made against the Plaintiff, counsel's son-in-law, in another matter. The Court therefore finds than an award of attorney's fees is appropriate pursuant to the provisions of O.C.G.A. § 9-15-14.

The Court heard testimony from Defendant's counsel regarding the attorney's fees and litigation costs incurred in this matter; however the Court reserves ruling on the amount of attorney's fees and litigation expenses to be awarded until such time as the Defendant files affidavits setting forth itemized bills for the attorney's fees and litigation expenses incurred in this case. After reviewing the same along with any rebuttal evidence as to attorney's fees

presented by the Plaintiff, the Court shall render a judgment on the amount of attorney's fees and expenses of litigation to be awarded.

WHEREFORE, IT IS HEREBY ORDERED that the Defendant's Motion for Summary Judgment and Motion for Sanctions pursuant to O.C.G.A. § 9-15-14 are hereby GRANTED. The Court reserves ruling on the amount of attorney's fees and expenses of litigation to be awarded until such time as the Court can consider evidence of the specific attorney's fees incurred.

SO ORDERED this 4th day of June, 2018.


MICHAEL N. ANNIS
Judge, Superior Court of Columbia County
Augusta Judicial Circuit

Order prepared and presented by Defendant's Counsel and transmitted to the Court for Consideration with a copy to Plaintiff's Counsel for review.

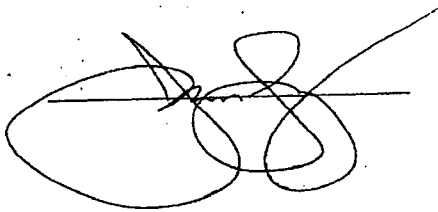
CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing **ORDER** has been served by depositing the same in the United States Mail with proper postage affixed to ensure proper delivery upon the following:

Calvin A. Rouse
P.O. Box 3945
Augusta, Georgia 30914

John R. B. Long, P.C.
411 Telfair Street
Augusta, Georgia 30901

This 6th day of June, 2018.

A handwritten signature in black ink, consisting of a large, stylized 'C' or 'R' shape with a horizontal line through the middle, followed by a series of loops and a final upward stroke.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF AIKEN	)	CIVIL ACTION NO. 2018-CP-02-02060
	)	
Gary Griffin and Rachel Griffin,	)	
	)	
Plaintiffs,	)	
	)	SUPPLEMENTAL AFFIDAVIT OF
v.	)	SHANNON ROLLINGS
	)	
Shannon Rollings, d/b/a Shannon Rollings	)	
Real Estate, LLC,	)	
	)	
Defendant.	)	
	)	

PERSONALLY APPEARED BEFORE ME Shannon Rollings, who, first being duly sworn, deposes and states as follows:

1. I am over the age of eighteen (18) and have personal knowledge of, and am competent to testify to, the matters set forth herein.
2. I am a licensed real estate broker who is currently the owner and broker-in-charge of Shannon Rollings Real Estate, LLC.
3. On May 12, 2014, Milton and Teresa Rollins decided to sell their home located at 8 Lake Selsia Drive, North Augusta, South Carolina 29860 (the "Subject Property") and hired me to serve as their real estate agent.
4. Prior to the Rollins hiring me in May of 2014, I had never served as their real estate agent and had never listed the Subject Property for sale.
5. In our search of the Subject Property, we did find where a buyer client of ours made an offer on the property in May of 2011 when the Property was listed by Pat Chalmers of Meybohm

Realty but that offer was not accepted. Aside from that, I have no knowledge of any prior listings of the Subject Property or any transactions resulting from those listings.

6. When the Rollins completed their Disclosure Statement, I had no actual or constructive knowledge of any issues with the title of the Subject Property or the various issues with Mr. Turner. As such, I had no reasonable cause to suspect that the information provided by the Rollins was false or misleading.

7. The Disclosure Statement was completed, executed, and transferred to by the Rollins, electronically, to our agency.

8. It is standard procedure for us to, upon receiving the executed Disclosure Statement from the sellers; both upload it to the MLS and include it as a part of the brochures placed inside the property.

9. Upon receipt of the Disclosure Statement at issue, the one originally executed by the Rollins, we uploaded it to the MLS and included it in the associated brochures.

10. We were not, initially, aware that the Rollins had failed to check the boxes where they were to indicate or disclose any "land use restrictions affecting the real property" where the Subject Property sits.

11. When we realized that the Rollins did not complete this section of the Disclosure Statement, we arranged for them to do so. A copy of the completed Disclosure Statement, executed by the Rollins and uploaded to the MLS on May 23, 2014, is attached hereto as Exhibit A.

12. As it is common practice for buyers' agents to do so, I believe that at some point between us uploading the Disclosure Statement originally executed by the Rollins and the completed version, the Plaintiffs' agent, Grant Sutton, downloaded the original version from the

MLS to review with his clients in their consideration of the Subject Property.

13. Thereafter, and also in accordance with standard practice, we received an offer/contract and associated documentation, including the Disclosure Statement executed by the Plaintiffs, from their agent.

14. The Disclosure Statement was executed by Plaintiffs on December 11, 2014 and received by our office on or about the same date; however, no issues regarding the Disclosure Statement or its incompleteness were brought to our attention by the Plaintiffs or their agent. *See*, Exhibit B.

15. In fact, I had no knowledge of the incompleteness of the Disclosure Statement, which Plaintiffs executed after careful review and consideration with their agent, until the filing of this action.

16. Moreover, I did not know nor did I have any reason to suspect that there were any issues concerning the Subject Property until December 18, 2014; four days after Plaintiffs executed the Disclosure Statement. On that day, my office received a phone call from Mr. Turner regarding his claim of ownership of the road where the Subject Property is located. The phone call from Mr. Turner came after the Subject Property was under contract with Plaintiffs.

17. After receiving the phone call from Mr. Turner, I contacted the Rollins and asked them about Mr. Turner's ownership of the road. The Rollins stated that they had legal access to the road.

18. Despite the call from Mr. Turner, I had been reassured by the Rollins that they had legal access to the road and I had no reason to believe that there were any issues with the title of the Subject Property.

19. After speaking with the Rollins, I did not believe, nor did I have reason to believe, that there were any issues with the title to the Subject Property or that the information provided by the Rollins' on the updated Disclosure Statement was false or misleading.

20. Then, on January 15, 2015, the day before closing, the closing attorney, Richard W. Taylor, Esquire, contacted our office and informed us about the issues with Mr. Turner and his claim of ownership. He further informed us that an easement from Mr. Turner was necessary for closing and that, in order to have Mr. Turner sign the easement, the Rollins had to pay \$1,500.00 to Mr. Turner.

21. On the same day, we spoke to the Rollins, who agreed to have the \$1,500.00 deducted from their sale proceeds. In this email, we once again stated that, per the Rollins, there had never been a question as to legal access to the Subject Property; however, the Rollins agreed to the easement to alleviate any potential issues. This email is attached as Exhibit C.

22. We were not involved, in any way, with the negotiation of the easement and had no knowledge of the easement, or the negotiations for the same, until we were informed by Grant Sutton that the Rollins needed to pay Mr. Turner \$1,500.00 in exchange for the easement. *See*, Exhibit D.

23. Interestingly, upon information and belief, Plaintiffs met with Mr. Turner prior to closing – on January 13, 2015 – to, specifically, discuss the easement. During this meeting, Mr. Turner agreed that Plaintiffs had a right to the property. It also appears that, at that point, the Plaintiffs and the Turners had a good relationship. An email Plaintiff received, from his agent, confirming this information is attached as Exhibit E.

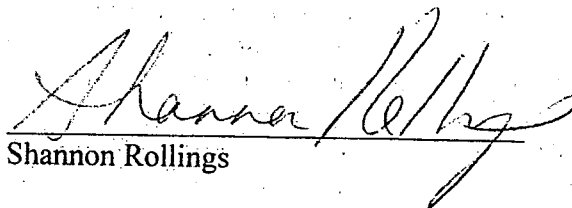
24. Based upon the above, there is no dispute that Plaintiffs had notice of the issues with

Mr. Turner, his claims to the property and the easement, prior to closing.

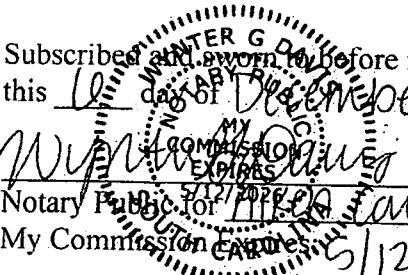
25. As the Rollins exclusive agent, I owed no duty to Plaintiffs to inform them of the issues with the title of the Subject Property; especially when Plaintiff Daniel Griffin received the email contained in the above exhibits. Furthermore, Plaintiffs' real estate agent had knowledge of the issues and participated in the negotiation of the easement with Mr. Turner.

26. I acted in good faith and fully complied with all South Carolina laws throughout the entirety of the real estate transaction involving the Subject Property.

FURTHER THE AFFIANT SAYETH NAUGHT.


Shannon Rollings

Subscribed and sworn to before me
this 10 day of December, 2018.


Wynne D. Dyer
Notary Public for Aiken County
My Commission Expires 5/12/2026



**STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT**



The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code Section § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "no" for any question, the owner is stating that owner has no actual knowledge of any problem.

If a question is answered "no representation" for any question, owner is stating that owner is making no representation regarding the conditions or characteristics of the property, but owner still may have a duty to disclose information that is known or should have been known.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

If owner is assisted in the sale of property by a real estate licensee, owner remains solely responsible for completing and delivering this disclosure statement to the purchaser. The real estate licensee must disclose material facts about the property if the real estate licensee knows or reasonably should have known about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchasers are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

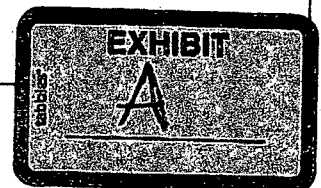
Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Property Address (including unit # or identifier) 8 Lake Selisa Dr, North Augusta, SC 29860

Owner: ☒ (MPRII) ☒ (TER) Purchaser () () acknowledge receipt of a copy of this page which is page 1 of 5.

REV: 7/2013



Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.

As owner, do you have any actual knowledge of any problem(s)* concerning?

*Problem includes present defects, malfunctions, damages, conditions, or characteristics.

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM

	Yes	No	No Representation
1. Water supply	☐	☒	☐
2. Water quality	☐	☒	☐
3. Water pressure	☐	☒	☐
4. Sanitary sewage disposal system for any waste water	☐	☒	☐

A. Describe water supply ☐ County ☐ City ☐ Private ☐ Corporate ☐ Community ☐ Well ☐ Other County

B. Describe water disposal ☐ Septic ☐ Sewer ☐ Private ☐ Corporate ☐ Government ☐ Other Septic

C. Describe water pipes ☐ PEX ☐ Copper ☐ PVC/CPVC ☐ Polybutylene ☐ Steel ☐ Other/Unknown Copper/pvc

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS

	Yes	No	No Representation
5. Roof system	☐	☒	☐
6. Gutter system	☐	☒	☐
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications	☐	☒	☐

A. Approximate year that current roof covering was installed or modified 1999. Approximate year structure was built: 1985

B. During your ownership, describe any known roof system leaks and repairs: Hail Damage 1999 - New 30 year shingles

III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS

	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	☐	☒	☐
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	☐	☒	☐
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	☐	☒	☐
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	☐	☒	☐
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	☐	☒	☐
13. Heating system(s) (HVAC components)	☐	☒	☐
14. Cooling system(s) (HVAC components)	☐	☒	☐

Owner: MPRII TER Purchaser () () acknowledge receipt of a copy of this page which is page 2 of 5.

- A. Describe Cooling System ☐ Central ☐ Ductless ☐ Heat Pump ☐ Window ☐ Other Heat Pump
- B. Describe Heating System ☐ Central ☐ Ductless ☐ Heat Pump ☐ Furnace ☐ Other Heat Pump
- C. Describe HVAC Power ☐ Oil ☐ Gas ☐ Electric ☐ Solar ☐ Other Electric
- D. Describe HVAC system approximate age and any other HVAC system(s): _____
- Down stairs 7 years / up stairs 1 year

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:
n/a

B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):
Ace Pest Control Treated Structure - I do not think there is a transferable bond

C. Describe any known present pest infestations:
N/A

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-23) on this disclosure.
As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	☐	☒	☐
16. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	☐	☒	☐
17. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	☐	☒	☐
18. Room additions or structural changes to the property during your ownership	☒	☐	☐
19. Problems caused by fire, smoke, or water to the property during your ownership	☒	☐	☐
20. Drainage, soil stability, atmosphere, or underground problems affecting the property	☐	☒	☐
21. Erosion or erosion control affecting the property	☐	☒	☐
22. Flood hazards, wetlands, or flood hazard designations affecting the property	☐	☒	☐
23. Flood insurance covering the property	☐	☒	☐

A. Describe any green energy, recycling, sustainability or disability features for the property: n/a

B. Describe any Department of Motor Vehicles titled manufactured housing on the property: n/a

Owner: MPH TPR Purchaser () () acknowledge receipt of a copy of this page which is page 3 of 5.

VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: _____

n/a

VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the lease terms and any leasing problems, if any: _____

n/a

B. State the name and contact information for any property management company involved (if any): _____

n/a

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: _____

n/a

VIII. THE EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: n/a

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: n/a

IX. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED

Average Bills	SqFt: Approximately 2500
Electric: 250.00	Foundation: Concrete Block
Gas: N/A	Attic Access: Yes
Water: 20.00	Fireplace: Two
Trash: 360.00 / year I think	Appliances included w/ sale: Yes
County Tax Prev Year: Approximately 900.00	
City Tax Prev Year: N/A	Hot Water Heater (gas or electric):
Lot Size or Acreage: 1 Acre	Electric

Owner: ☒ (MPK) Purchaser: ☐ (TFK) acknowledge receipt of a copy of this page which is page 4 of 5.

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own off site conditions and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the on site or off site conditions of the property and improvements. Purchasers should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.scstatehouse.gov or other websites).

Current status of property or factors which may affect the closing:

☐ Owner occupied ☐ Short sale ☐ Bankruptcy ☐ Vacant (How long vacant?) 5 Months
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: N/A

A Residential Property Condition Disclosure Statement Addendum ☐ is ☐ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

DocuSigned by:
 Owner Signature: Milton P. Rollins III Date: 5/10/2014 Time: _____
DBA8194E808F4DE...
 Owner Printed Name: Milton P. Rollins III

DocuSigned by:
 Owner Signature: Teresa F. Rollins Date: 5/10/2014 Time: _____
51C1C885C4B2450...
 Owner Printed Name: Teresa F. Rollins

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of on site and off site conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchasers have sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____



STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT



The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code Section § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "no" for any question, the owner is stating that owner has no actual knowledge of any problem.

If a question is answered "no representation" for any question, owner is stating that owner is making no representation regarding the conditions or characteristics of the property, but owner still may have a duty to disclose information that is known or should have been known.

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Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Property Address (including unit # or identifier) 8 Lake Selisa Dr, North Augusta, SC 29860

Owner: APRIL TPF Purchaser: [Signature] acknowledge receipt of a copy of this page which is page 1 of 5.

REV: 7/2013



DocuSign Envelope ID: 5B057415-54DD-49C5-88DE-500B9C6B86AE

Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.

As owner, do you have any actual knowledge of any problem(s)* concerning?

*Problem includes present defects, malfunctions, damages, conditions, or characteristics.

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM

	Yes	No	No Representation
1. Water supply	☐	☐	☐
2. Water quality	☐	☐	☐
3. Water pressure	☐	☐	☐
4. Sanitary sewage disposal system for any waste water	☐	☐	☐

A. Describe water supply ☐ County ☐ City ☐ Private ☐ Corporate ☐ Community ☐ Well ☐ Other County

B. Describe water disposal ☐ Septic ☐ Sewer ☐ Private ☐ Corporate ☐ Government ☐ Other Septic

C. Describe water pipes ☐ PEX ☐ Copper ☐ PVC/CPVC ☐ Polybutylene ☐ Steel ☐ Other/Unknown Copper/pvc

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS

	Yes	No	No Representation
5. Roof system	☐	☐	☐
6. Gutter system	☐	☐	☐
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications	☐	☐	☐
A. Approximate year that current roof covering was installed or modified: <u>1999</u> Approximate year structure was built: <u>1985</u>			
B. During your ownership, describe any known roof system leaks and repairs: <u>Hail Damage 1999 - New 30 year shingles</u>			

III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS

	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	☐	☐	☐
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	☐	☐	☐
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	☐	☐	☐
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	☐	☐	☐
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	☐	☐	☐
13. Heating system(s) (HVAC components)	☐	☐	☐
14. Cooling system(s) (HVAC components)	☐	☐	☐

Owner: MPR TEF Purchase: X X Acknowledge receipt of a copy of this page which is page 2 of 5.

DocuSign Envelope ID: 5B057415-54DD-49C5-88DE-500B9C6B86AE

- A. Describe Cooling System ☐ Central ☐ Ductless ☐ Heat Pump ☐ Window ☐ Other Heat Pump
- B. Describe Heating System ☐ Central ☐ Ductless ☐ Heat Pump ☐ Furnace ☐ Other Heat Pump
- C. Describe HVAC Power ☐ Oil ☐ Gas ☐ Electric ☐ Solar ☐ Other Electric
- D. Describe HVAC system approximate age and any other HVAC system(s): _____
- Down stairs 7 years / up stairs 1 year

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:
n/a

B. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):
Ace Pest Control Treated Structure - I do not think there is a transferable bond

C. Describe any known present pest infestations:
N/A

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-23) on this disclosure.
As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	☐	☐	☐
16. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	☐	☐	☐
17. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	☐	☐	☐
18. Room additions or structural changes to the property during your ownership	☐	☐	☐
19. Problems caused by fire, smoke, or water to the property during your ownership	☐	☐	☐
20. Drainage, soil stability, atmosphere, or underground problems affecting the property	☐	☐	☐
21. Erosion or erosion control affecting the property	☐	☐	☐
22. Flood hazards, wetlands, or flood hazard designations affecting the property	☐	☐	☐
23. Flood insurance covering the property	☐	☐	☐

A. Describe any green energy, recycling, sustainability or disability features for the property: n/a

B. Describe any Department of Motor Vehicles titled manufactured housing on the property: n/a

Owner: ☒ MPRI ☒ TFR Purchase ☒ acknowledge receipt of a copy of this page which is page 3 of 5.

VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: _____

n/a

VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the lease terms and any leasing problems, if any: _____

n/a

B. State the name and contact information for any property management company involved (if any): _____

n/a

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: _____

n/a

VIII. THE EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: n/a

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: n/a

IX. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED

Average Bills	SqFt: Approximately 2500
Electric: 250.00	Foundation: Concrete Block
Gas: N/A	Attic Access: Yes
Water: 20.00	Fireplace: Two
Trash: 360.00 / year I think	Appliances included w/ sale: Yes
County Tax Prev Year: Approximately 900.00	
City Tax Prev Year: N/A	Hot Water Heater (gas or electric):
Lot Size or Acreage: 1 Acre	Electric

Owner: ☒ (APR) ☒ (TFF) Purchaser: ☒ ☒ Acknowledge receipt of a copy of this page which is page 4 of 5.

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own off site conditions and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the on site or off site conditions of the property and improvements. Purchasers should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.scstatehouse.gov or other websites).

Current status of property or factors which may affect the dosing:

- ☐ Owner occupied ☐ Short sale ☐ Bankruptcy ☐ Vacant (How long vacant?) 5 Months
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: N/A

A Residential Property Condition Disclosure Statement Addendum ☐ is ☐ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Milton P. Rollins III Date: 5/10/2014 Time: _____
DocuSigned by: DBA8194E208F4DE...

Owner Printed Name: Milton P. Rollins III

Owner Signature: Teresa F. Rollins Date: 5/10/2014 Time: _____
DocuSigned by: 51C1C885C482450...

Owner Printed Name: Teresa F. Rollins

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of on site and off site conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchasers have sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals

X Purchaser Signature: G. D. Goff Date: 12-11-14 Time: 3pm

Purchaser Printed Name: _____

X Purchaser Signature: Rachel Goff Date: 12-11-14 Time: 3pm

Purchaser Printed Name: _____

Law Offices of Richard W. Taylor, P.C.

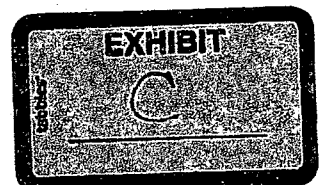
From: Buddy Witmer [buddy@shannonr.com]
Sent: Thursday, January 15, 2015 11:02 AM
To: Richard Taylor; Glenda Timmerman
Cc: Shannon Rollings; Grant Sutton; milton.rollins36@comcast.net
Subject: 8 Lake Selisa, Seller Rollins, Buyer Griffen

Richard, I have spoken with the sellers and they have agreed to have \$1,500 deducted from their proceeds in order for the buyer to receive the dedicated easement form the neighbor that "owns" the road.

To be clear, there has never been a question on legal access to the property. As recently as last year, the sellers have paid \$250 for road maintenance, but if this makes everything smooth, they are in agreement. Please let me know if you need anything else from the sellers. Thanks, Buddy

--
Buddy Witmer
Closing Director |
Associate Broker

Shannon Rollings Real Estate
Email: buddy@shannonr.com
Phone: 706-664-2159



7/16/2015

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Law Offices of Richard W. Taylor, P.C.

From: Grant Sutton [grant30904@yahoo.com]

Sent: Thursday, January 15, 2015 11:00 AM

To: P.C. Law Offices of Richard W. Taylor; Frank Lee; Daniel Griffin

Subject: 8 Lake Selsia

Good morning all!

As of right now my understanding is that we are unable to close until we get Mr. Turner to sign a deed of easement for the bank. Richard Taylor has made a lot of progress with Mr. Turner and a solution has been offered up.

I have contacted Shannon Rollings and informed her of the issues and that the solution is for the seller to pay \$ 1,500 to Mr. Turner. If they agree, he will sign the deed of easement.

I left here a second message at 10:30 today and am waiting for her response. I will update everyone as soon as I here from her.

Thanks,

Grant

7/16/2015

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Law Offices of Richard W. Taylor, P.C.

From: Grant Sutton [grant30904@yahoo.com]
 Sent: Wednesday, January 14, 2015 9:21 AM
 To: taylor1886@bellsouth.net; Daniel Griffin; Frank Lee
 Subject: Re: Deed of Easement
 Good morning Keith!

The buyer met with Mr. Dennis Turner and his wife last night with regards to the Deed of Easement. She signed the agreement but he wanted a little clarification. As I understand it he does not disagree that the new homeowner has the right to the property. Mr Turner and Daniel Griffin (the buyer) have a good relationship and Mr. Turner is happy that Daniel will be his new neighbor.

Mr Turner has asked if the attorneys who drew up the deed of Easement could contact him before he signs it. Is that something that you can do for the buyer? His number is 803-426-3583.

We are scheduled to close this Friday. If you think that will be delayed please let me know.

Thanks in advance for your time.

Grant Sutton
 Meybohm

From: "Law Offices of Richard W. Taylor, P.C." <taylor1886@bellsouth.net>
 To: grant30904@yahoo.com
 Sent: Tuesday, January 13, 2015 4:06 PM
 Subject: FW: Deed of Easement

From: Law Offices of Richard W. Taylor, P.C. [mailto:taylor1886@bellsouth.net]
 Sent: Tuesday, January 13, 2015 3:52 PM
 To: 'grant3094@yahoo.com'
 Subject: Deed of Easement

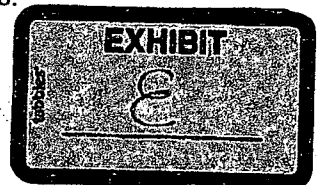
Grant:

Here's deed of easement. You'll need two witnesses if you have it signed outside of our office and then one witness will need to come to our office to sign the probate (bottom part of the deed, page 2) before a notary.

Both Mr. & Mrs. Turner need to sign above where their names are typed.

Attached is both the deed of easement and the deed in which the Turners acquired the road for reference, just in case the Turners have any questions about what they are granting an easement over. The term "in perpetuity" in the easement means that it will travel with the land, so all future purchasers of the property the Griffins are buying will have the easement to access the property, the easement will be permanently connected to Lot 18.

Thanks,



7/16/2015

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

AFFIDAVIT OF GRANT SUTTON

PERSONALLY APPEARED before me the undersigned officer duly qualified to administer oaths, Grant Sutton, who after being duly sworn, deposed and stated the following:

1.

My name is Grant Sutton. I am a real estate agent duly licensed in Georgia and South Carolina. I am regularly employed by Meybohm Realtors with offices at 3519 Wheeler Road, Augusta, Georgia, 30909. I am over 21 years of age and under no disability that would disqualify my sworn testimony. I give this affidavit of my own personal knowledge on behalf of Plaintiffs Gary and Rachel Griffin.

2.

I was Gary and Rachel Griffin's real estate agent for their purchase of 8 Lake Selisa Drive, North Augusta, which property closed on January 16, 2015. Shannon Rollings Realty marketed the property with such materials as a promotional brochure with an attached South Carolina Residential Property Disclosure Statement bearing the signatures of Milton and Teresa Rollins. I attach hereto true and accurate copies of the color brochure with its attached Disclosure Statement and they are marked Exhibits "A," and "B."

3.

Prior to the closing I reviewed the Disclosure Statement with the Griffins and saw no red flags that would have caused me to discourage their purchase of the property. Particularly, Page 3, Paragraphs 16, and 17, of the Disclosure Statement did not indicate that there were any "easements," "encroachments from adjacent property," or "claims" "that could [adversely] effect title to the property."

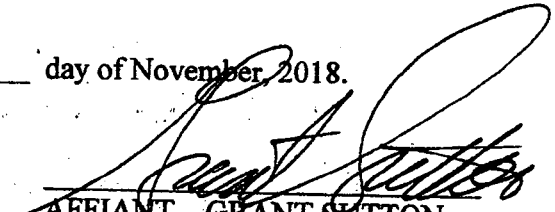
4.

The Griffins signed the very same Disclosure Statement [Exhibit B], that was attached to the promotional materials from Shannon Rollings office. The Disclosure Statement was not changed or altered by me, or by the Griffins, in any way or at any time. After the Disclosure Statement was signed by the Griffins, I returned the Purchase and Sale Agreement along with the Sellers Property Disclosure to Shannon Rollings and they accepted both.

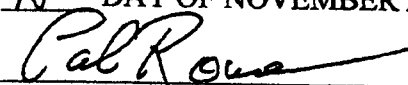
5.

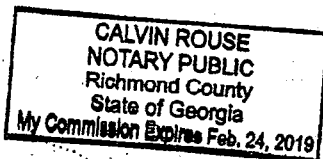
The closing attorney Richard Taylor wanted to have a recorded easement for the property signed by the neighbor Dennis Turner, so as to guarantee that the Griffins would have ingress and egress along Lake Selisa Drive to get to their property. We were all aware that the easement would be part of the closing.

Further Affiant saith not, this 14th day of November, 2018.

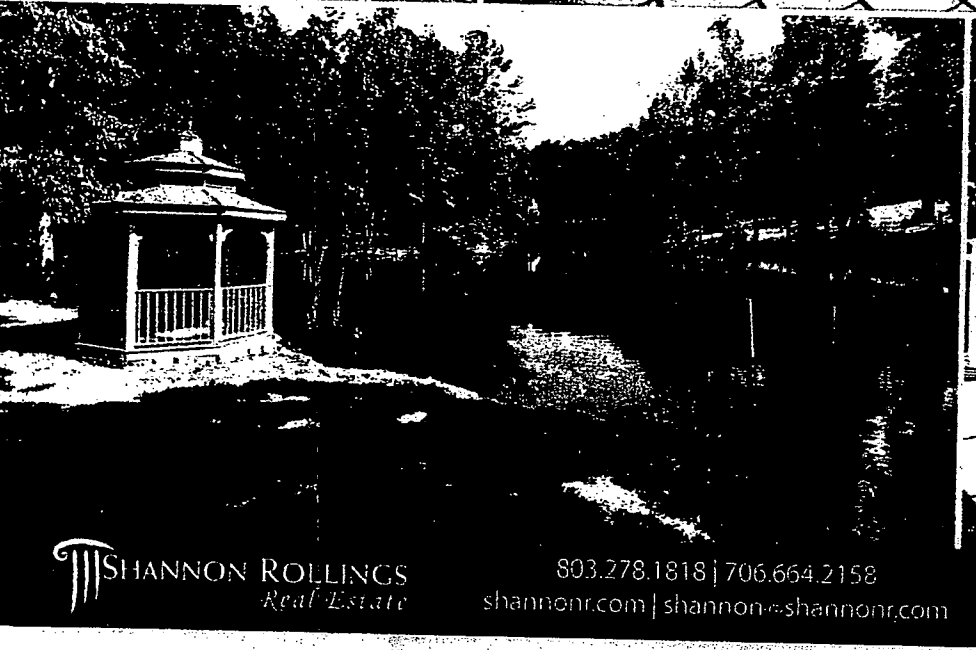

AFFIANT - GRANT SUTTON

SWORN TO BEFORE ME THIS
17th DAY OF NOVEMBER 2018.


NOTARY PUBLIC



ELECTRONICALLY FILED - 2018 Dec 03 6:28 PM Aiken - COMMON PLEAS - CASE#2018CP0292969



SHANNON ROLLINGS
Real Estate

803.278.1818 | 706.664.2158
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Large fireplace,
ceiling fans, etc.



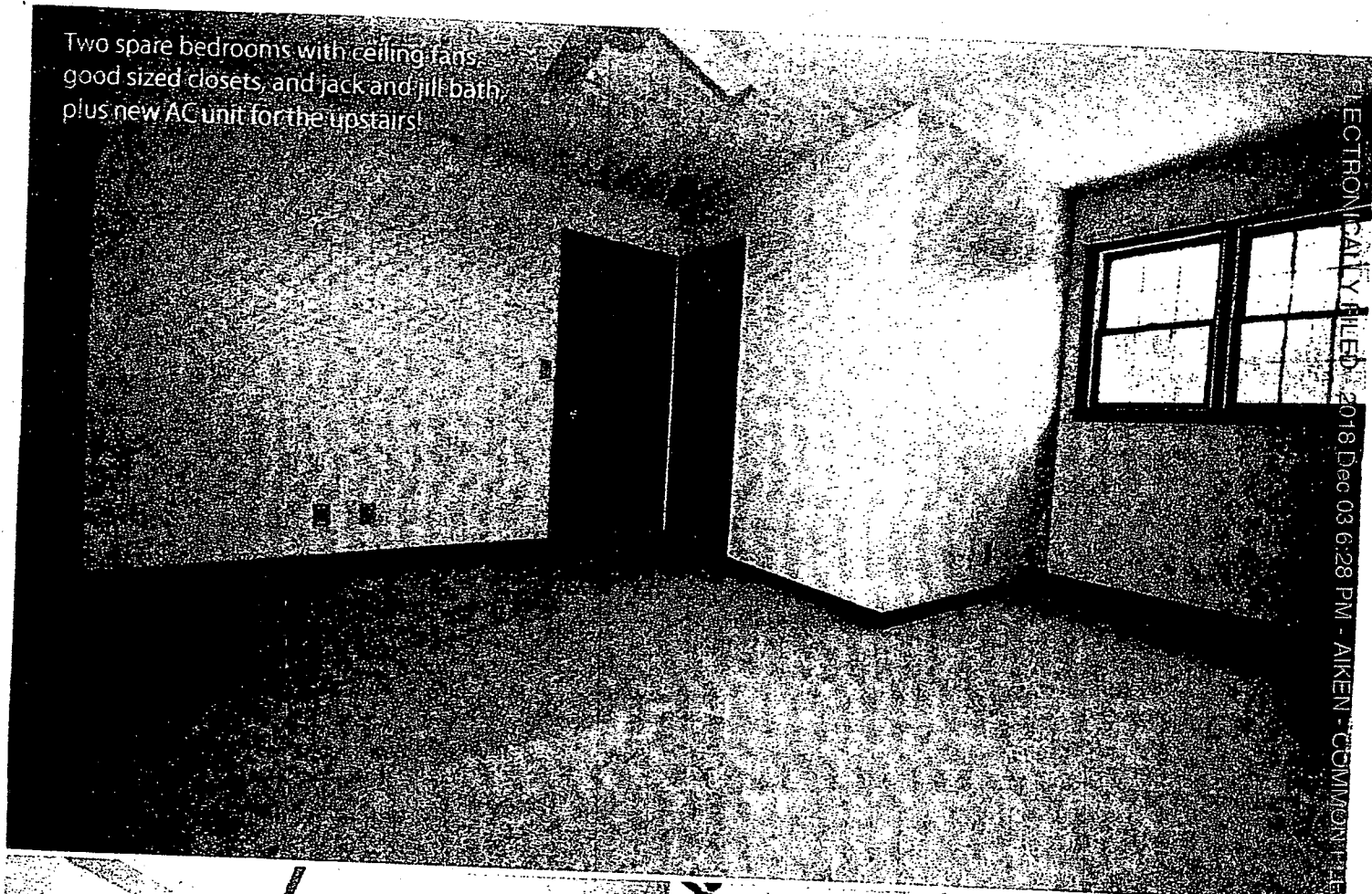
PHOTOGRAPHED BY: 2013 Dec 03 06:28 PM - Aiken - COMMON PLEAS

Sunroom with tile floors and access
to deck overlooks beautiful water on
property!

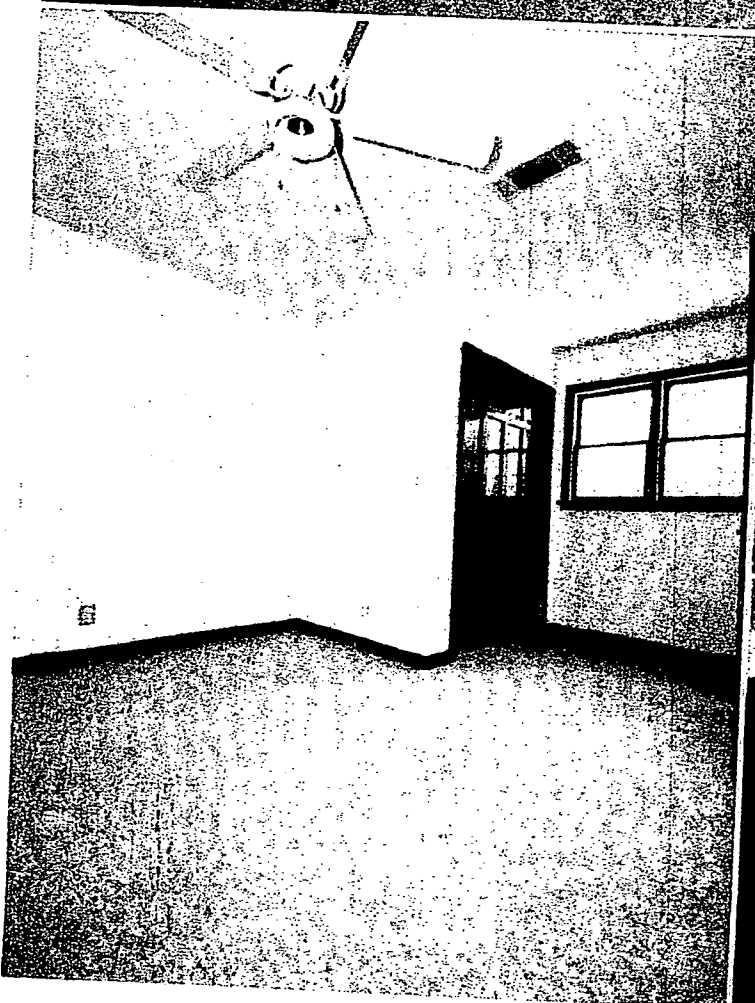


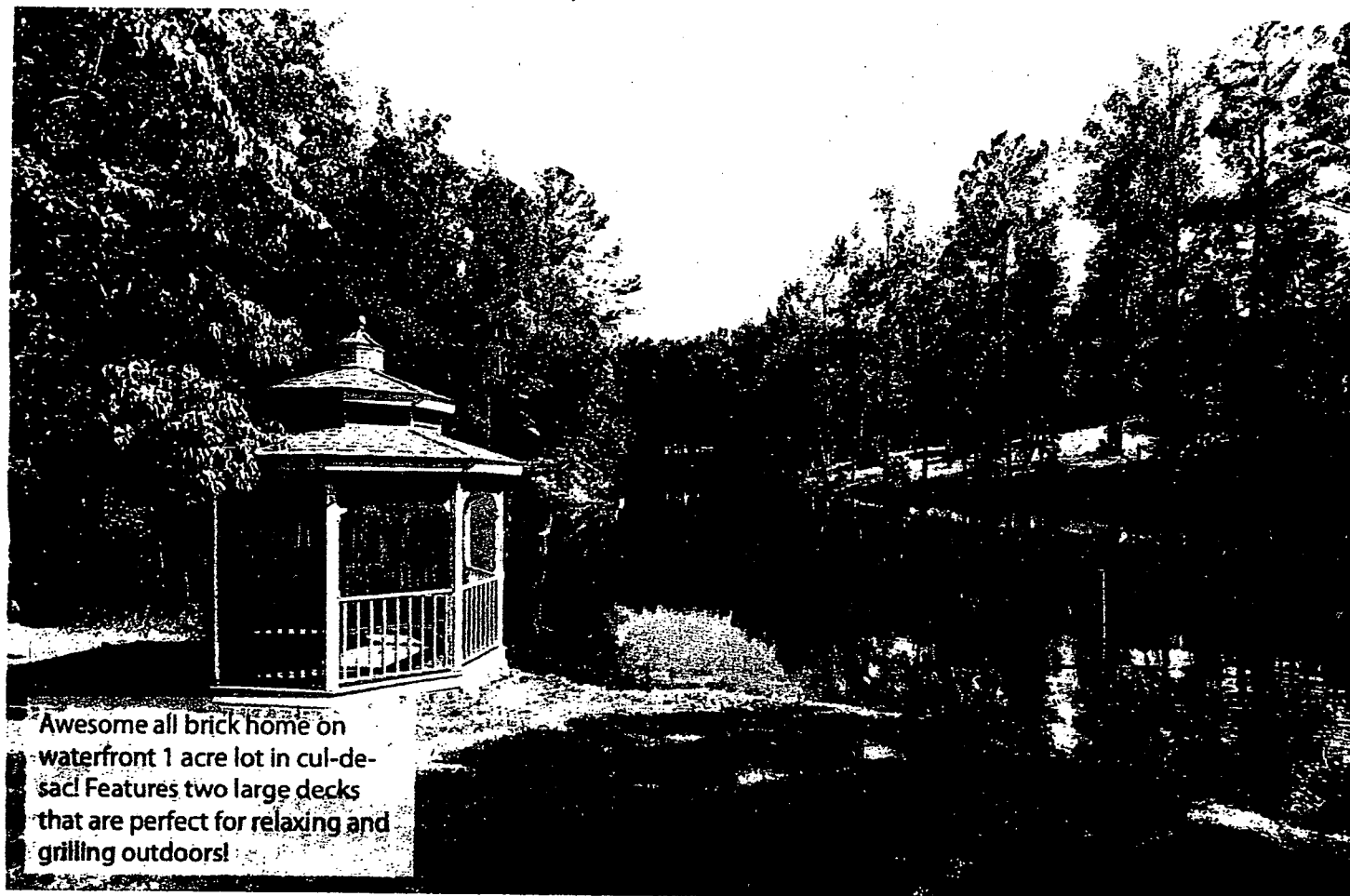
10000202060

Two spare bedrooms with ceiling fans,
good sized closets, and jack and jill bath,
plus new AC unit for the upstairs!



ELECTRONICALLY FILED - 2018 Dec 03 6:28 PM - AIKEN - COMMON PLEAS - CASE#2016CF02920660



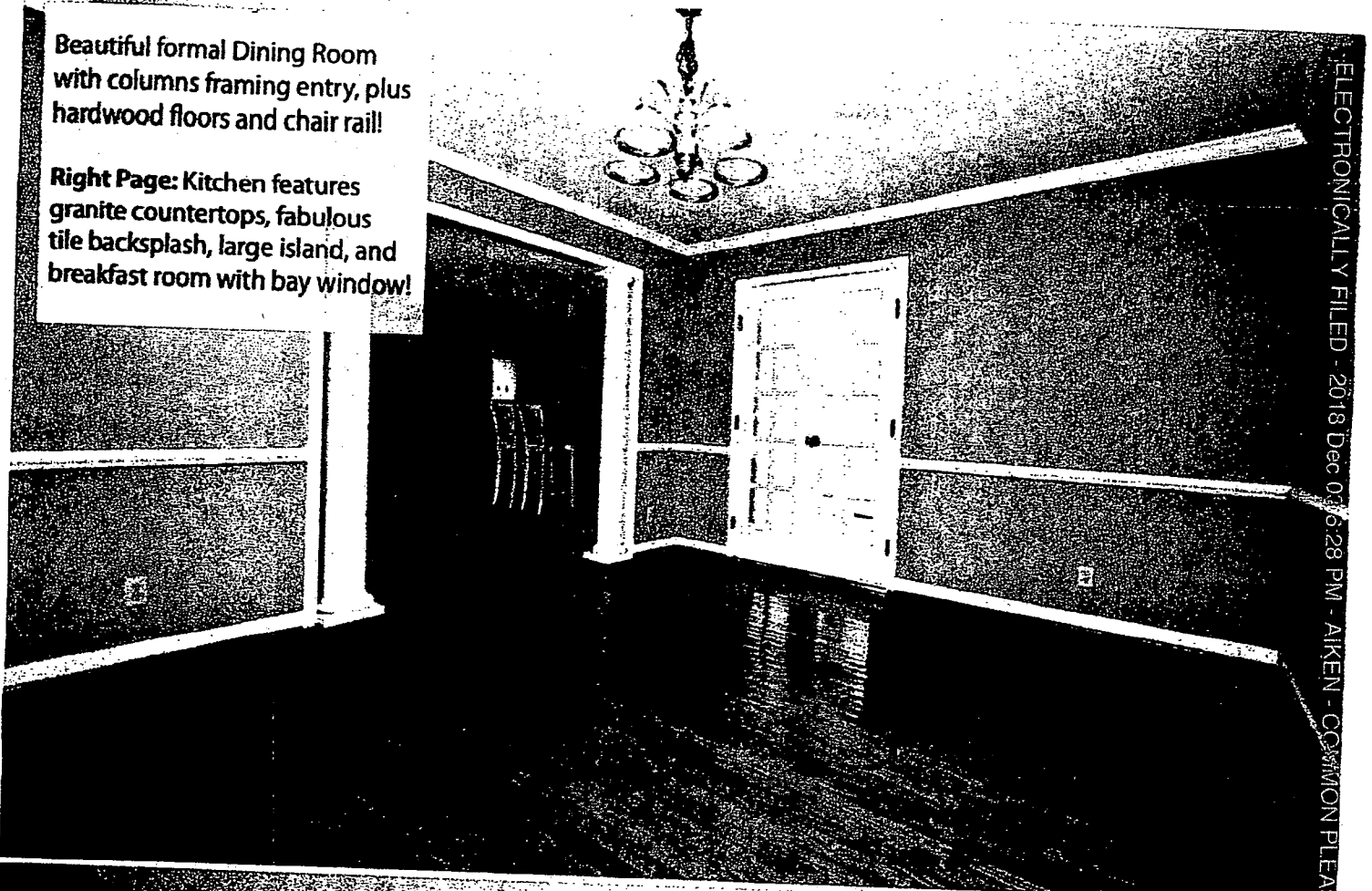


Awesome all brick home on waterfront 1 acre lot in cul-de-sac! Features two large decks that are perfect for relaxing and grilling outdoors!



Beautiful formal Dining Room
with columns framing entry, plus
hardwood floors and chair rail!

Right Page: Kitchen features
granite countertops, fabulous
tile backsplash, large island, and
breakfast room with bay window!



ELECTRONICALLY FILED - 2018 Dec 03 6:28 PM - AIKEN - COMMON PLEAS



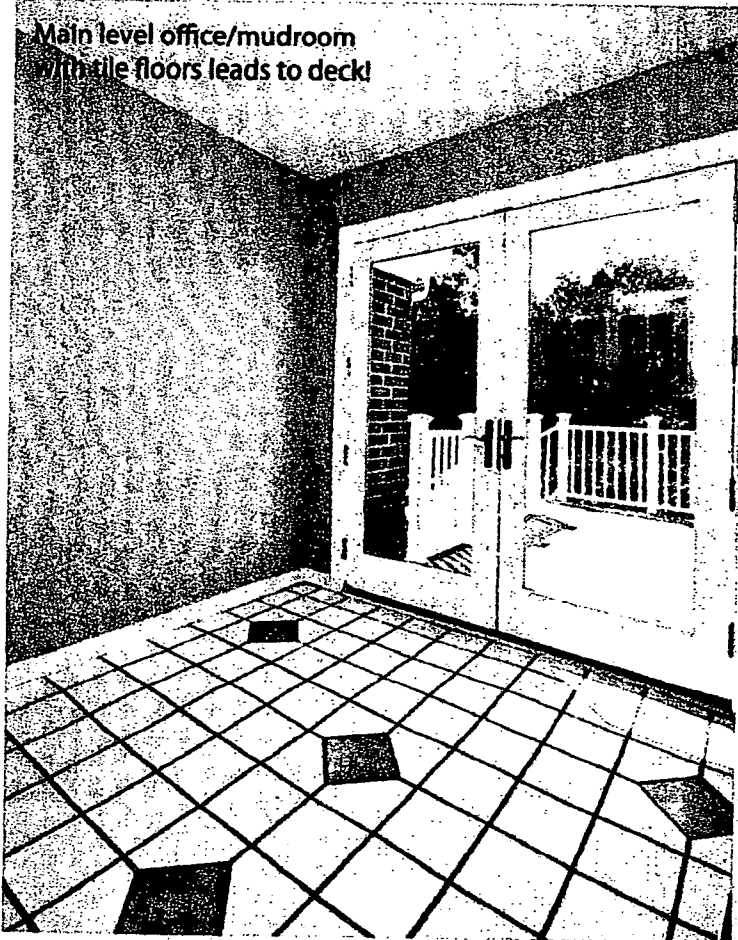
FILED 2018CP0202060

Master Suite with
wood burning fireplace
hardwood floors. The
been recently remodeled with
floors and walk-in closet.

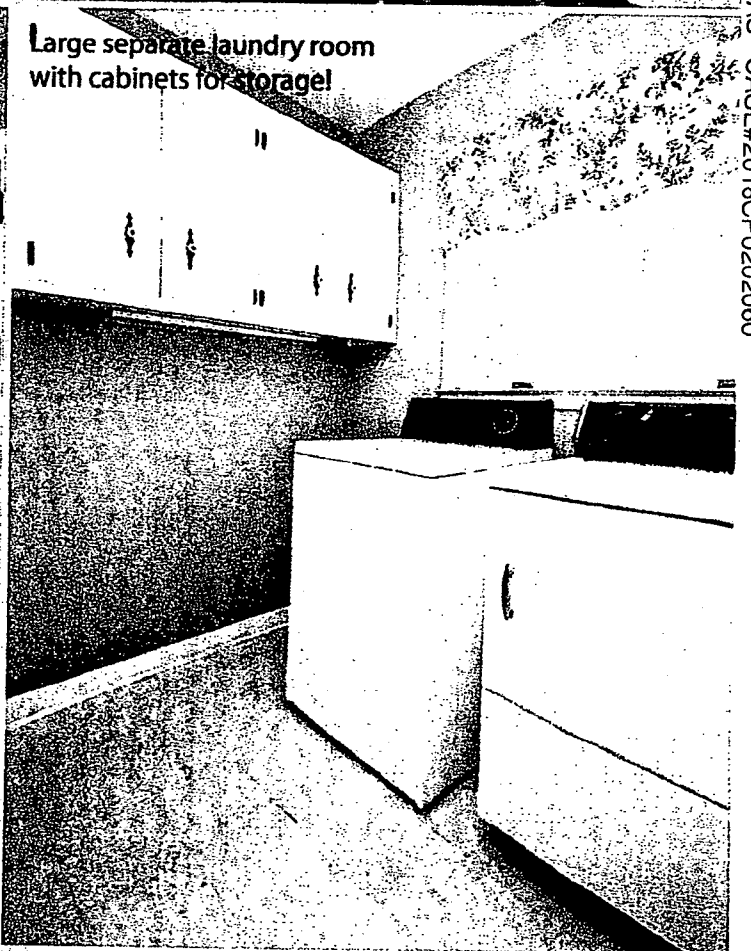




Main level office/mudroom
w/ tile floors leads to deck!



Large separate laundry room
with cabinets for storage!





Whether Shannon Rollings is embarking on a home renovation project, vacationing with her husband or helping her clients achieve their real estate dreams, one thing always remains the same. This motivated individual always starts with a plan. That's because Shannon understands that a plan is the most critical component when it comes to maximizing her time, increasing her efficiency and achieving her goals.

If you're in the market to make a move in the CSRA, don't depend on luck. Turn to a seasoned professional who will craft A Plan For Your Success. Make the most of your real estate opportunities and call Shannon Rollings today.

**SHANNON
ROLLINGS**
Real Estate

803.278.1818 | 706.664.2158
shannonr.com | shannon@shannonr.com

It's Your Move.

Together, Let's Make It A Good One.

ADDITIONAL FEATURES:

- WATERFRONT ON 1 ACRE LOT IN CUL-DE-SAC!
- HARDWOOD & TILE FLOORS!
- 2 AWESOME DECKS PERFECT FOR GRILLING!
- 2 CAR GARAGE!
- MAIN LEVEL MASTER W/ FIREPLACE AND REMODELED BATHROOM!
- LARGE UNFINISHED BONUS ROOM!

MLS #: R373788A (Active)

8 Lake Selisa Drive North Augusta, SC 29860



STYLE: Ranch, 1.5 Story
TOTAL # ROOMS: 10
BEDROOMS: 3
FULL BATHS: 2
HALF BATHS: 1
APX TOTAL HEATED SQFT: 2471
APX YEAR BUILT: 1986

BLDG/UNIT #:
AREA/ZONE: Aiken (1A1)
COUNTY: AIKEN
SUBDIVISION: WARLISA ESTATES
CONDO NAME:
ELEMENTARY SCHOOL: MOSSEY CREEK
MIDDLE SCHOOL: North Augusta
HIGH SCHOOL: North Augusta

PARCEL #: 005-06-14-016

LOT #: FIELD UNIT:

TOTAL ACRES: 1

DEED BOOK & PAGE: /

NEW CONSTRUCTION: No

EXTERIOR FEATURES: Insulated Windows/Doors, Garden Area, Landscaped-Full, Insulated Doors
LOT DESCRIPTION: Other-See Remarks

BUILDING #: QUADRANT: 1A1

BLOCK:

PHASE:
SECTION:

LOT SIZE:

PLAT BOOK & PAGE: /

BUILDER NAME:

DRIVEWAY: Concrete

	Length:	Width:	Lvl:		Length:	Width:	Lvl:		Length:	Width:	Lvl:
Living Rm:	23	16	M	Owner Bedroom:	14	13	M	Bonus Rm	29	16	U
Kitchen:	17	14	M	Bedroom 2:	21	12	U	Lndry Rm	0	0	M
Dining Rm:	14	12	M	Bedroom 3:	22	15	U	None	0	0	-
Family Rm:	0	0	-	Bedroom 4:	0	0	-				
Great Rm:	0	0	-	Bedroom 5:	0	0	-				
Breakfast Rm:	12	9	M								

HOA: No

TAXES:

HOA MANDATORY: No

TAX YEAR:

ANNUAL ASSOC FEE:

FIREPLACE: Yes

BASEMENT:

FIREPLACES: 2
APX BSMT SQFT: 0

FIREPLACE DETAILS: Living Room
SQFT DATA SOURCE: TA

POOL:

NEIGHBORHOOD AMENITIES: Other-See Remarks

INTERIOR FEATURES: Cable Available, Eat In Kitchen, Pantry, Smoke Detector, Recently Painted, Walk-in Closet, Washer/Dryer Connection

APPLIANCES: Dishwasher, Microwave, Range-Electric
EXTRA ROOMS: Pantry, Owner Bath, Laundry Room

EXTERIOR FINISH: Brick

FOUNDATION/BASEMENT: Crawl Space

ATTIC: Pull Down Stairs

ROOF: Comp Shingle

WATER: Public

SEWER: Septic

GARAGE/CARPORT: Garage Double Attached, Auto Door Opener
PORCH: Back, Deck, Porch, Covered, Front, Sun Room
FLOORING: Hardwood, Ceramic Tile, Vinyl
HEAT DELIVERY: Heat Pump
FUEL SOURCE: Electric
AC/VENTILATION: Ceiling Fan(s), Heat Pump

DIRECTIONS: I-20 E FROM AUGUSTA: TAKE EXIT 1, TURN LEFT ON W MARTINTOWN ROAD, THEN RIGHT ON GREGORY LAKE ROAD, TURN RIGHT ON COUNTRY HILLS DRIVE, TURN LEFT ON LAKE SELISA DRIVE, THE HOUSE WILL BE ON THE RIGHT.

PROPERTY DESCRIPTION: Awesome all brick home on lake waterfront 1 acre lot in cul-de-sac! Features nice deck & sunroom, hardwood floors, and two car garage with large storage room! Kitchen with granite countertops, large island, fabulous tile backsplash, and breakfast room w bay window! Large family room w/ wood burning fireplace, chair rail, and crown molding! Master bedroom has wood burning fireplace, and recently remodeled master bath w/ tile floors, and walk-in closet! Two spare bedrooms with ceiling fans, good size closets, and jack and jill bath, plus new AC unit for upstairs! Laundry room w/ extra storage and access to upstairs unfinished bonus room that could be made into 2nd master suite!

Information Herein Deemed Reliable but Not Guaranteed



**SHANNON
ROLLINGS**
Real Estate

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Full Color Brochures | Videos | Photos & More



**STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION
DISCLOSURE STATEMENT**



The South Carolina Code of Laws (Title 27, Chapter 50, Article 1) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code Section § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "no" for any question, the owner is stating that owner has no actual knowledge of any problem.

If a question is answered "no representation" for any question, owner is stating that owner is making no representation regarding the conditions or characteristics of the property, but owner still may have a duty to disclose information that is known or should have been known.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

If owner is assisted in the sale of property by a real estate licensee, owner remains solely responsible for completing and delivering this disclosure statement to the purchaser. The real estate licensee must disclose material facts about the property if the real estate licensee knows or reasonably should have known about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchasers are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owners acknowledge their duties and that failure to disclose known material information about the property may result in owner liability.

Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Property Address (including unit # or identifier) 8 Lake Selisa Dr, North Augusta, SC 29860

Owner: ☒ (MPR) ☒ (TER) Purchaser: ☐ ☐ acknowledge receipt of a copy of this page which is page 1 of 5.

REV: 7/2013

Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.

As owner, do you have any actual knowledge of any problem(s)* concerning?

*Problem includes present defects, malfunctions, damages, conditions, or characteristics.

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM

	Yes	No	No Representation
1. Water supply	☐	☐	☐
2. Water quality	☐	☐	☐
3. Water pressure	☐	☐	☐
4. Sanitary sewage disposal system for any waste water	☐	☐	☐

A. Describe water supply ☐ County ☐ City ☐ Private ☐ Corporate ☐ Community ☐ Well ☐ Other County

B. Describe water disposal ☐ Septic ☐ Sewer ☐ Private ☐ Corporate ☐ Government ☐ Other Septic

C. Describe water pipes ☐ PEX ☐ Copper ☐ PVC/CPVC ☐ Polybutylene ☐ Steel ☐ Other/Unknown Copper/pvc

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS

	Yes	No	No Representation
5. Roof system	☐	☐	☐
6. Gutter system	☐	☐	☐
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications	☐	☐	☐

A. Approximate year that current roof covering was installed or modified: 1999 Approximate year structure was built: 1985

B. During your ownership, describe any known roof system leaks and repairs: Hail Damage 1999 - New 30 year shingles

III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS

	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	☐	☐	☐
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	☐	☐	☐
10. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	☐	☐	☐
11. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	☐	☐	☐
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	☐	☐	☐
13. Heating system(s) (HVAC components)	☐	☐	☐
14. Cooling system(s) (HVAC components)	☐	☐	☐

Owner: APRIL TEK Purchaser () () acknowledge receipt of a copy of this page which is page 2 of 5.

A. Describe Cooling System ☐ Central ☐ Ductless ☐ Heat Pump ☐ Window ☐ Other Heat PumpB. Describe Heating System ☐ Central ☐ Ductless ☐ Heat Pump ☐ Furnace ☐ Other Heat PumpC. Describe HVAC Power ☐ Oil ☐ Gas ☐ Electric ☐ Solar ☐ Other Electric

D. Describe HVAC system approximate age and any other HVAC system(s): _____

Down stairs 7 years / up stairs 1 year

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIREDA. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:
n/aB. Describe any termite/pest treatment, coverage to property, name of provider, and termite bond (if any):
Ace Pest Control Treated Structure - I do not think there is a transferable bondC. Describe any known present pest infestations:
N/A**V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY**Apply this question below and the three answer choices to the numbered issues (15-23) on this disclosure.
As owner, do you have any actual knowledge or notice concerning the following:

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	☐	☐	☐
16. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	☐	☐	☐
17. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	☐	☐	☐
18. Room additions or structural changes to the property during your ownership	☐	☐	☐
19. Problems caused by fire, smoke, or water to the property during your ownership	☐	☐	☐
20. Drainage, soil stability, atmosphere, or underground problems affecting the property	☐	☐	☐
21. Erosion or erosion control affecting the property	☐	☐	☐
22. Flood hazards, wetlands, or flood hazard designations affecting the property	☐	☐	☐
23. Flood insurance covering the property	☐	☐	☐

A. Describe any green energy, recycling, sustainability or disability features for the property: n/a

B. Describe any Department of Motor Vehicles titled manufactured housing on the property: n/a

Owner: ☒ (MFR) ☒ (TR) Purchaser () () acknowledge receipt of a copy of this page which is page 3 of 5.

VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: n/a

VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the lease terms and any leasing problems, if any: n/a

B. State the name and contact information for any property management company involved (if any): n/a

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage: n/a

VIII. THE EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: n/a

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: n/a

IX. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND ATTACH ANY ADDITIONAL SHEETS OR RELEVANT DOCUMENTS AS NEEDED

Average Bills	SqFt: Approximately 2500
Electric: 250.00	Foundation: Concrete Block
Gas: N/A	Attic Access: Yes
Water: 20.00	Fireplace: Two
Trash: 360.00 / year I think	Appliances included w/ sale: Yes
County Tax Prev Year: Approximately 900.00	
City Tax Prev Year: N/A	
Lot Size or Acreage: 1 Acre	Hot Water Heater (gas or electric): Electric

Owner: ☒ ALP/KIL ☒ TFF Purchaser () () acknowledge receipt of a copy of this page which is page 4 of 5.

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own off site conditions and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the on site or off site conditions of the property and improvements. Purchasers should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online (www.scstatehouse.gov or other websites).

Current status of property or factors which may affect the dosing:

☐ Owner occupied ☐ Short sale ☐ Bankruptcy ☐ Vacant (How long vacant?) 5 Months
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: N/A

A Residential Property Condition Disclosure Statement Addendum ☐ is ☐ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having read, completed, and received a copy of this Residential Property Condition Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Milton P. Rollins III Date: 5/10/2014 Time: _____
DocuSigned by: DBA8194E808F4DE...

Owner Printed Name: Milton P. Rollins III

Owner Signature: Teresa F. Rollins Date: 5/10/2014 Time: _____
DocuSigned by: 51C1C885C4B2460...

Owner Printed Name: Teresa F. Rollins

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of on site and off site conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchasers have sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____

Purchaser Signature: _____ Date: _____ Time: _____

Purchaser Printed Name: _____



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT
HAZARDS ADDENDUM FOR AGREEMENT TO BUY AND SELL REAL ESTATE**

Property Address: 8 Lake Selisa Dr, North Augusta, SC 29860

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial)

APR 11 TFR

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
To my knowledge there are no lead based paints.

☐

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

APR 11 TFR

(b) Records and reports available to the seller (check one below):

☐

Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
n/a

☐

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (Initial)

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (check one below):

☐

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☐

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

SR

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

DocuSigned by:

Milton P. Rollins III

5/10/2014

Seller

DocuSigned by:

Shannon Rollings

5/9/2014

Agent

DocuSigned by:

Teresa F. Rollins

5/10/2014

Seller

Agent

Date

Buyer

Date

Buyer

Date

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

GARY GRIFFIN and
RACHEL GRIFFIN,

Plaintiff(s),

vs

SHANNON ROLLINGS, d/b/a
Shannon Rollings Real Estate,
LLC,

Defendant.

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

CIVIL ACTION FILE NO. 2018-CP-02-02060

AFFIDAVIT OF PLAINTIFF GARY GRIFFIN

PERSONALLY APPEARED before me the undersigned officer duly qualified to administer oaths, Gary Daniel Griffin, who after being duly sworn, deposed and stated the following:

1.

My name is Gary Daniel Griffin. I am one of the Plaintiffs in the above captioned civil action. I am over 21 years of age and am under no disability that would disqualify my sworn testimony. I give this affidavit and state the facts set forth below of my own personal knowledge for the purpose of providing the Court with proof about the history of my property.

2.

Prior to the January 16, 2015, date of the closing on our home at 8 Lake Selisa Drive, North Augusta, my wife, Rachel Griffin, and I were residents of Columbia County, Georgia. Until after the purchase of our home we were unaware that in 2011, our neighbor, Dennis Turner, had erected fencing across the front portion of our yard at 8 Lake Selisa Drive; we were unaware that either the Rollins Defendants (the prior owners of 8 Lake Selisa Drive), or their tenants had torn down

Turner's previously erected fencing to clear the yard of obstructions placed there by Turner.

3.

My wife and I were unaware at the time of the January 16, 2015, closing, that Turner claimed to own a cross section of our front yard running along the area where the front yard meets the street. We were entirely unaware that we would subsequently have to retain the services of an attorney to get complete possession of 8 Lake Selisa Drive.

4.

My wife and I employed Meybohm realtor Grant Sutton as our "Buyers Agent" for the purchase of 8 Lake Selisa Drive. Under Grant Sutton's direction, I performed the following acts during the "due diligence" period prior to the closing. None of the following acts provided us with any knowledge of Turner's adverse property claim. Nothing we did led us to suspect someone claimed ownership to a portion of our property.

a. we obtained a copy of the survey that was referenced in the warranty deed to our house. A true and accurate copy of the survey is attached hereto and marked Exhibit "A." There is nothing on the survey to indicate that an adjoining property owner claimed any of the landscaped area in the front yard of my residence. The survey clearly indicates that 8 Lake Selisa Drive abuts a street and not adjacent private property. Shortly after the closing, I purchased another survey (dated February 5, 2015), which had the same indications as the pre-closing survey. A true and accurate copy of the survey is attached hereto and marked Exhibit "B."

b. I obtained two appraisals on the subject property. True and accurate copies of the signature and data pages are attached hereto and marked Exhibits "C" and "D". Both of the appraisals expressly state the following: "No

apparent adverse easements or encroachments noted...property is considered in line with other properties in the area ... property conforms to the neighborhood."

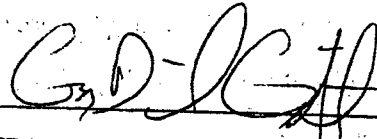
c. I personally visited and walked the property several times, met the neighbors (particularly including Dennis Turner, the sellers, Milton and Teresa Rollins, and the closing attorney Richard Taylor), and saw nothing and heard nothing from anyone that would distinguish 8 Lake Selisa Drive from any typical home on a cul-de-sac in an Aiken County subdivision.

d. I obtained a "Home Inspection" of the subject property, which did not indicate the presence of anything on the grounds and exterior of the property that was obstructive, structural, or connected to or abutting neighboring land, so as to attract the attention of an inspector.

5.

At no time before or during the closing did anyone, particularly including Richard Taylor the attorney, Grant Sutton our real estate agent, the Rollins who sold us the property, Shannon Rollings or anyone from her office, or Dennis Turner, inform me or my wife (orally or in writing), that there was a property line dispute, or titled ownership claim, involving any portion of our front yard.

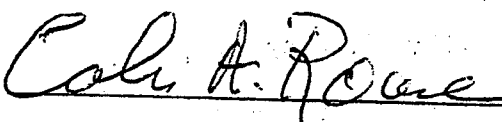
Further Affiant saith not, this 30th day of November, 2018



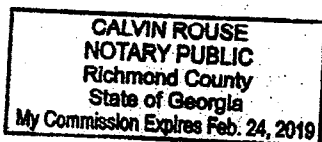
AFFIANT - GARY DANIEL GRIFFIN

SWORN TO BEFORE ME THIS

30 DAY OF NOVEMBER, 2018.



NOTARY PUBLIC



STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

I, Judith V. Warner Clerk of R.M.C. for Aiken County, South Carolina, do hereby certify that the foregoing constitutes a true and correct copy of the original document which has been filed in my office.

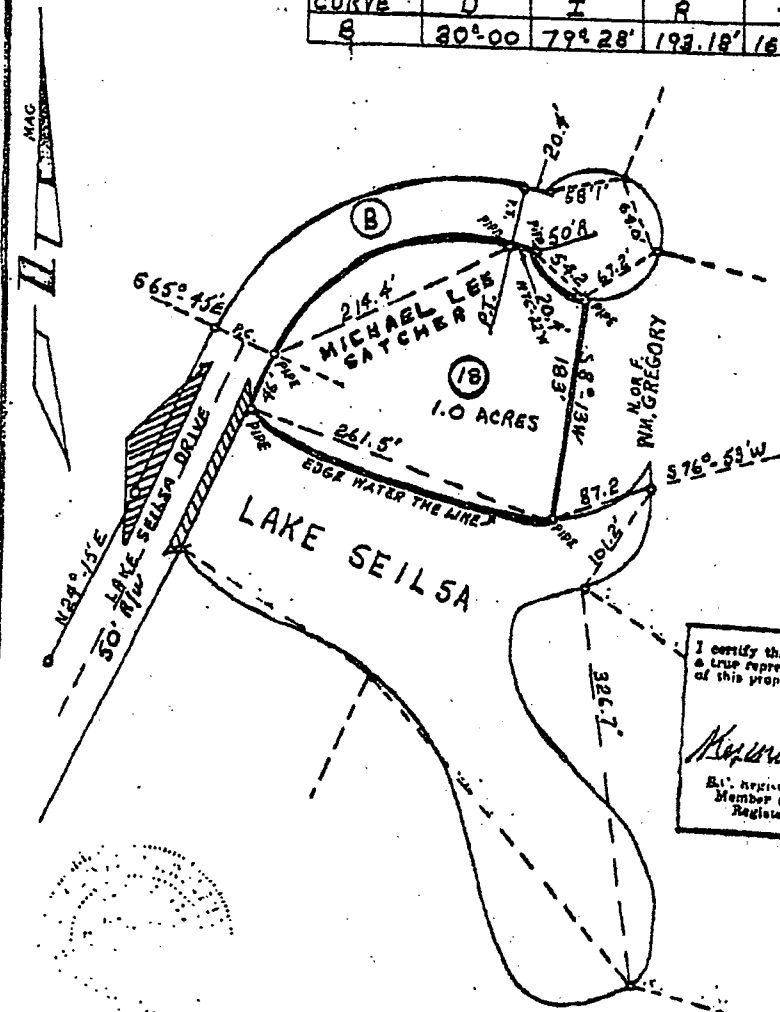
17th day of April, 2015

[Signature]
R.M.C.
Aiken County, S.C.

[Signature]
Deputy Clerk

VOL 287 PAGE 83

E CURVE DATA					
CURVE	D	I	R	T	L.C.
B	30°00'	79°28'	193.18'	160.57'	264.88'

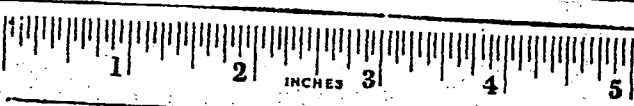


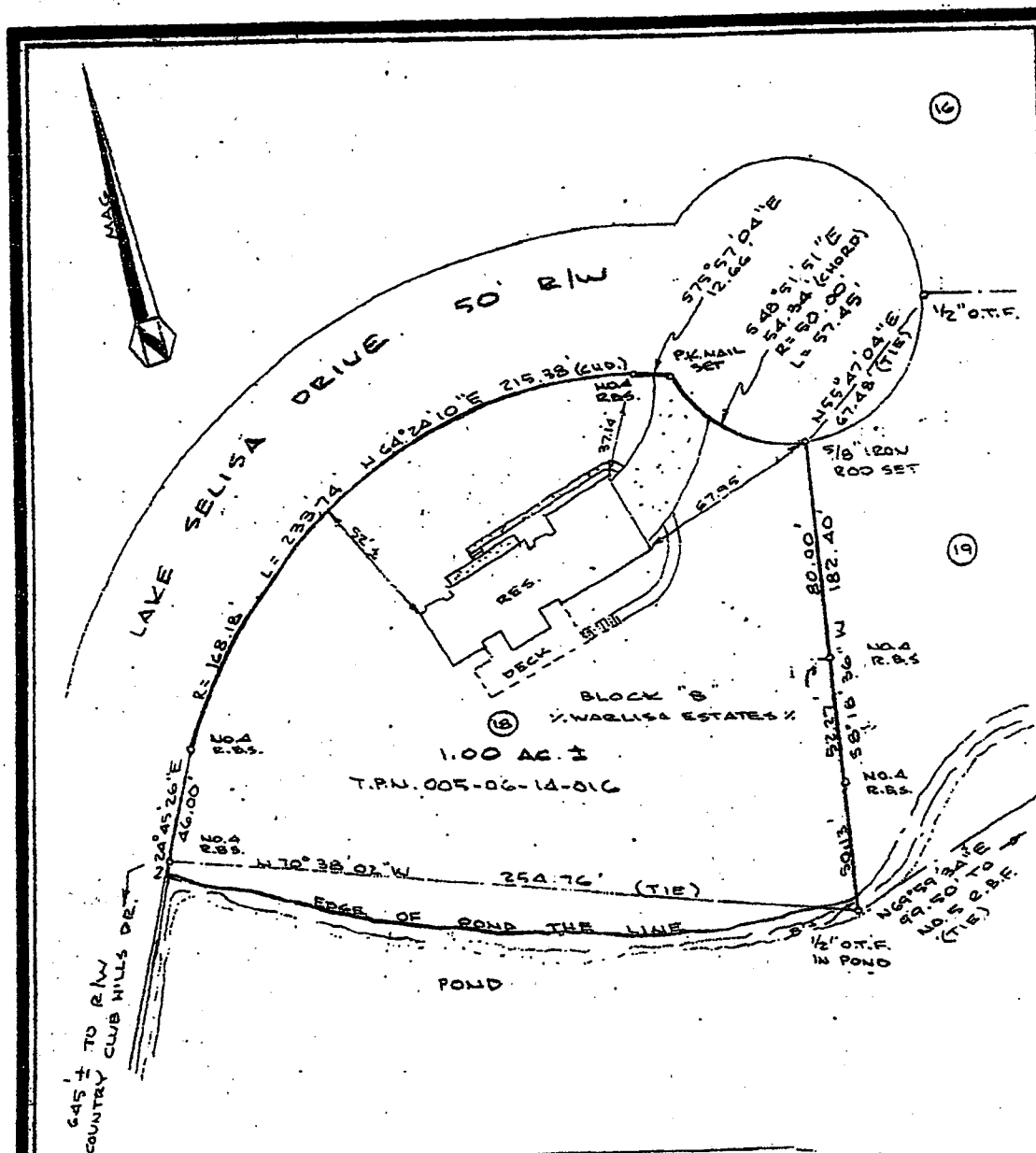
I certify that this plat is correct and a true representation of the conditions of this property.

Kenneth L. Wise
K.L. Wise
Registered Surveyor No. 1571
Member of S.C. Association of Registered Land Surveyors

PLAT PREPARED FOR SCALE 1"=100'
MICHAEL LEE SATCHER OCTOBER 26, 1979
LOCATED IN WARLISA ESTATES NEAR GREGORY LAKE
AIKEN COUNTY SOUTH CAROLINA
K.L. WISE SURVEYOR NORTH AUGUSTA SOUTH CAROLINA
RETURNED TO: K.L. Wise, Inc.
FOR REFERENCE PLATS SEE K.L. WISE

RECORDED 11-5-79 at 10 A.M.
[Signature]
R.M.C. AIKEN COUNTY





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; ALSO THAT THIS PROPERTY DOES NOT FALL WITHIN THE FLOOD HAZARD AREA AS DETERMINED BY OFFICIAL F.I.A. FLOOD HAZARD MAPS IN EFFECT AT THIS TIME.



PLAT FOR
GARY DANIEL GRIFFIN

SHOWING LOT 18, BLOCK "B", WARLISA ESTATES. LOCATED
AT B LAKE SELISA DRIVE NEAR NORTH AUGUSTA.

AIKEN COUNTY SOUTH CAROLINA

GRAPHIC SCALE: 50 75 0 50 100 150 FEET

SCALE:
1" = 50'

SURVEYED:
W.H.M.

WILLIAM H. McKIE, III P.L.S.

P.O. BOX 6812 N. AUGUSTA, S.C. 29841
PHONE: (803) 279-6277

DATE:
2/5/15

DRAWN:
W.H.M.

HARDY APPRAISAL CO.

12/28/2014

Fidelity Bank Mortgage
3 Corporate Square
Atlanta, GA 30329

Re: Property: 8 Lake Selisa Dr
North Augusta, SC 29860
Borrower: Daniel & Rachel Griffin
File No.: 481-6098389

In accordance with your request, I have appraised the above referenced property. The report of that appraisal is attached.

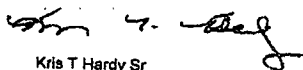
The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me if I can be of additional service to you.

Sincerely,



Kris T Hardy Sr
Hardy Appraisal Co.

Uniform Residential Appraisal Report

684-14
File # 461-6098389

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature]
Name Kris T Hardy Sr
Company Name Hardy Appraisal Co.
Company Address P.O. Box 212538
Martinez, GA 30817
Telephone Number 7088555262
Email Address kris@hardyappraisalcompany.net
Date of Signature and Report 12/28/2014
Effective Date of Appraisal 12/22/2014
State Certification # 2331
or State License # _____
or Other (describe) _____ State # _____
State SC
Expiration Date of Certification or License 08/30/2016

ADDRESS OF PROPERTY APPRAISED

8 Lake Selisa Dr
North Augusta, SC 29880

APPRAISED VALUE OF SUBJECT PROPERTY \$ 220,000

LENDER/CLIENT

Name No AMC
Company Name Fidelity Bank Mortgage
Company Address 3 Corporate Square, Atlanta, GA 30329
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

4-C

Uniform Residential Appraisal Report

684-14

File # 461-6098389

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **8 Lake Selma Dr** City **North Augusta** State **SC** Zip Code **29860**
 Borrower **Daniel & Rachel Griffin** Owner of Public Record **Milton & Teresa Rollins** County **Aiken**
 Legal Description **Lot 18 B Warfissa**
 Assessor's Parcel # **005-06-14-016** Tax Year **2013** R.E. Taxes \$ **3,051**
 Neighborhood Name **Warfissa** Map Reference **Champion** Census Tract **0205.00**
 Occupant ☐ Owner ☐ Tenant ☒ Vacant Special Assessments \$ **0** ☐ PUD HOA \$ **0** per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
 Lender/Client **Fidelity Bank Mortgage** Address **3 Corporate Square, Atlanta, GA 30329**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
 Report data source(s) used, offering price(s), and date(s). **DOM 220: Subject property was listed 05/12/2014 for \$227,900 per GMLS # 373788. Price changed to \$224,900 on 09/10/2014 and \$215,000 on 11/07/2014. Current status is pending.**
 I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **Arms length sale: Subject property is currently under contract for \$215,000.00. The contract appears to be between a typically motivated buyer and seller. The agreed upon sales price approximates market value.**
 Contract Price \$ **215,000** Date of Contract **12/12/2014** Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) **Aiken Co. Tax Acc**
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☒ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid. **\$5,000; A portion of buyer's closing costs.**

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %
Location ☐ Urban ☒ Suburban ☐ Rural	Property Values ☐ Increasing ☒ Stable ☐ Declining		PRICE	AGE	One-Unit	80 %		
Built-Up ☒ Over 75% ☐ 25-75% ☐ Under 25%	Demand/Supply ☐ Shortage ☒ In Balance ☐ Over Supply		\$ (000)	(yrs)	2-4 Unit	%		
Growth ☐ Rapid ☒ Stable ☐ Slow	Marketing Time ☐ Under 3 mths ☒ 3-6 mths ☐ Over 6 mths		115	Low	Multi-Family	%		
Neighborhood Boundaries Subject neighborhood is bound by Edgefield/Aiken Co. line to the North, Hwy 273 to the East, I-20 to the South, and Five Notch Rd. to the West.			273	High	Commercial	%		
Neighborhood Description The subject neighborhood's access to schools, shopping centers, employment areas, and major transportation arteries is considered adequate to good. There are no apparent adverse factors which should affect the subject's marketability. All levels of public schools are within 10 minutes. Shopping and major transportation arteries are within 10 minutes. Other land use is vacant/residential.			210	Prod.	Other	20 %		

Market Conditions (including support for the above conclusions) **The appraiser reviewed various data sources as well as conducting interviews with realtors in the area. These sources indicate a stable growth rate, reasonable marketing time, and stable pricing of new homes and resales. Many sales in the subject area are VA/FHA with the seller paying some or all of the closing costs.**

Dimensions **158 x 141 x 62 x 168 x 281** Area **39,840 sf** Shape **Irregular** View **B/Wtr**
 Specific Zoning Classification **R1** Zoning Description **Residential**
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities Public ☒ Other (describe) ☐ Public ☒ Other (describe) ☐ Off-site Improvements - Type Public Private
 Electricity ☒ Gas ☐ None Water ☒ Sanitary Sewer ☒ Septic Street Asphalt Alley None
 FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone **X** FEMA Map # **45003C0311E** FEMA Map Date **06/18/2012**
 Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe
 No apparent adverse easements or encroachments noted at time of inspection. Property does not appear to be in flood zone, should be confirmed with appropriate source. Private septic systems would be considered typical in the subject's area and do not have an adverse effect on value. Public sewer is not readily available.

General Description		Foundation		Exterior Description		Interior	
Units ☒ One ☐ One with Accessory Unit	Concrete Slab ☒ Crawl Space	Foundation Walls	Block & Pier/Avg	Floors	CTile/Crp/Wd/Avg		
# of Stories 1.50	Full Basement ☐ Partial Basement	Exterior Walls	BV/Sid/Avg	Walls	Drywall/Avg		
Type ☒ Det. ☐ Att. ☐ S-Det/End Unit	Basement Area 0 sq.ft.	Roof Surface	Comp Shingle/Avg	Trim/Finish	Wd/Paint/Avg		
☒ Existing ☐ Proposed ☐ Under Const.	Basement Finish 0 %	Gutters & Downspouts	Aluminum/Avg	Bath Floor	CTile/Avg		
Design (Style) Colonial	Outside Entry/Exit ☐ Sump Pump	Window Type	Wd DH Ins/Avg	Bath Wainscot	CTile/Fibergr/Avg		
Year Built 1986	Evidence of ☐ Infestation ☐ None Ntd	Storm Sash/Insulated	Insulated/Avg	Car Storage	None		
Effective Age (Yrs) 10	Dampness ☐ Settlement	Screens	Screens/Avg	Driveway # of Cars	2		
Attic ☐ None	Heating ☒ FWA ☐ HWBB ☐ Radiant	Amenities	Woodstove(s) # 0	Driveway Surface	Concrete		
☐ Drop Stair ☒ Stairs	Other ☐ Fuel Gas	Fireplace(s) # 1	Fence None	Garage # of Cars	2		
☒ Floor ☐ Scuffite	Cooling ☒ Central Air Conditioning	Patio/Deck Deck	Porch Porch	Carport # of Cars	0		
☐ Finished ☐ Heated	Individual ☐ Other	Pool None	Other None	Att. ☐ Det. ☐ Built-in			
Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☒ Microwave ☐ Washer/Dryer ☒ Other (describe) Fan							

Finished area above grade contains: **8 Rooms 3 Bedrooms 2.1 Bath(s) 2,411 Square Feet of Gross Living Area Above Grade**
 Additional features (special energy efficient items, etc.). **Subject property has insulated windows and doors.**

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **C3: No updates in the prior 15 years; No functional, external, or physical problems noted at the time of inspection. Quality of construction is considered typical for the area. Condition of the subject property is considered in line with other properties in the area.**

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe
 There were no physical deficiencies or adverse conditions noted at the time of inspection.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe
 Property conforms to the neighborhood.

4-C

HARDY APPRAISAL CO.

01/07/2015

Fidelity Bank Mortgage
3 Corporate Square
Atlanta, GA 30329

Re: Property: 8 Lake Selisa Dr
North Augusta, SC 29860
Borrower: Daniel & Rachel Griffin
File No.: 461-6098389

In accordance with your request, I have appraised the above referenced property. The report of that appraisal is attached.

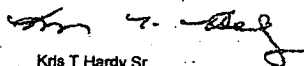
The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me if I can be of additional service to you.

Sincerely,



Kris T Hardy Sr
Hardy Appraisal Co.



Uniform Residential Appraisal Report

684-14

File # 461-6098389

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 8 Lake Selisa Dr City North Augusta State SC Zip Code 29860
 Borrower Daniel & Rachel Griffin Owner of Public Record Milton & Teresa Rollins County Aiken
 Legal Description Lot 18 B Warfissa
 Assessor's Parcel # 005-06-14-016 Tax Year 2013 R.E. Taxes \$ 3,051
 Neighborhood Name Warfissa Map Reference Champion Census Tract 0205.00
 Occupant ☐ Owner ☒ Tenant ☒ Vacant Special Assessments \$ 0 ☐ PUD ☐ HOA \$ 0 ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)
 Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)
 Lender/Client Fidelity Bank Mortgage Address 3 Corporate Square, Atlanta, GA 30329
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No
 Report data source(s) used, offering price(s), and date(s). DOM 220: Subject property was listed 05/12/2014 for \$227,900 per GMLS # 373788. Price changed to \$224,900 on 09/10/2014 and \$215,000 on 11/07/2014. Current status is pending.
 I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Arms length sale; Subject property is currently under contract for \$215,000.00. The contract appears to be between a typically motivated buyer and seller. The agreed upon sales price approximates market value.
 Contract Price \$ 215,000 Date of Contract 12/18/2014 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) Aiken Co. Tax Acc
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☒ Yes ☐ No
 If Yes, report the total dollar amount and describe the items to be paid. \$6,000; A portion of buyer's closing costs.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %		
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	80 %	
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit	%	
Growth	☒ Rapid	☐ Stable	☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	115	Low	Multi-Family	%	
Neighborhood Boundaries Subject neighborhood is bound by Edgefield/Aiken Co. line to the North, Hwy 273 High 50 Commercial %								210	Pred	20	Other	20 %
25 to the East, I-20 to the South, and Five Notch Rd. to the West.												

Neighborhood Description The subject neighborhood's access to schools, shopping centers, employment areas, and major transportation arteries is considered adequate to good. There are no apparent adverse factors which should affect the subject's marketability. All levels of public schools are within 10 minutes. Shopping and major transportation arteries are within 10 minutes. Other land use is vacant/residential.

Market Conditions (including support for the above conclusions) The appraiser reviewed various data sources as well as conducting interviews with realtors in the area. These sources indicate a stable growth rate, reasonable marketing time, and stable pricing of new homes and resales. Many sales in the subject area are VAFHA with the seller paying some or all of the closing costs.

Dimensions 156 x 141 x 82 x 169 x 261 Area 39,640 sq ft Shape Irregular View B,W,T,r

Specific Zoning Classification R1 Zoning Description Residential

Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private

Electricity ☒ ☐ Water ☒ ☐ Street Asphalt ☒ ☐

Gas ☐ ☐ Sanitary Sewer ☐ ☐ Septic ☐ ☐ Alley None ☐ ☐

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 45003C0311E FEMA Map Date 06/19/2012

Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

No apparent adverse easements or encroachments noted at time of inspection. Property does not appear to be in flood zone, should be confirmed with appropriate source. Private septic systems would be considered typical in the subject's area and do not have an adverse effect on value.

Public sewer is not readily available.

General Description		Foundation		Exterior Description		Interior	
Units ☒ One ☐ One with Accessory Unit	Concrete Slab ☒ Crawl Space	Foundation Walls	Block & Pier/Avg	Floors	CTile/Grp/Wd/Avg		
# of Stories 1.50	Full Basement ☐ Partial Basement	Exterior Walls	BV/Sid/Avg	Walls	Drywall/Avg		
Type ☒ Det. ☐ Att. ☐ S-Det/End Unit	Basement Area 0 sq ft	Roof Surface	Comp Shingle/Avg	Trim/Finish	Wd/Paint/Avg		
☒ Existing ☐ Proposed ☐ Under Const.	Basement Finish 0 %	Gutters & Downspouts	Aluminum/Avg	Bath Floor	CTile/Avg		
Design (Style) Colonial	Outside Entry/Exit ☐ Sump Pump	Window Type	Wd DH Ins/Avg	Bath Wainscot	CTile/Fiberglass/Avg		
Year Built 1986	Evidence of ☐ Infestation ☐ None Ntd	Storm Sash/Insulated	Insulated/Avg	Car Storage	None		
Effective Age (Yrs) 10	Dampness ☐ Settlement	Screens	Screens/Avg	Driveway	# of Cars 2		
Attic ☐ None	Heating ☒ FWA ☐ HWBB ☐ Radiant	Amenities	Woodstove(s) # 0	Driveway Surface	Concrete		
☒ Drop Stair ☐ Stairs	Other ☐ Fuel Gas	Replace(s) # 1	Fence None	Garage	# of Cars 2		
☒ Floor ☐ Scuttle	Cooling ☒ Central Air Conditioning	Patio/Deck	Deck	Carport	# of Cars 0		
☐ Finished ☐ Heated	Individual ☐ Other	Pool None	Other None	Att.	Det.		
Appliances ☐ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☒ Microwave ☐ Washer/Dryer ☒ Other (describe) Fan							
Finished area above grade contains: 8 Rooms 3 Bedrooms 2.1 Bath(s)							
Additional features (special energy efficient items, etc.). Subject property has insulated windows and doors.							

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3: No updates in the prior 15 years; No functional, external, or physical problems noted at the time of inspection. Quality of construction is considered typical for the area. Condition of the subject property is considered in line with other properties in the area.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

There were no physical deficiencies or adverse conditions noted at the time of inspection.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Property conforms to the neighborhood.

4-D

Uniform Residential Appraisal Report

684-14
File # 461-6088389

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature]
 Name Kris T Hardy Sr
 Company Name Hardy Appraisal Co.
 Company Address P.O. Box 212538
Martinez, GA 30917
 Telephone Number 7068555262
 Email Address kris@hardyappraisalcompany.net
 Date of Signature and Report 01/07/2015
 Effective Date of Appraisal 12/22/2014
 State Certification # 2331
 or State License # _____
 or Other (describe) _____ State # _____
 State SC
 Expiration Date of Certification or License 06/30/2016

ADDRESS OF PROPERTY APPRAISED

8 Lake Selisa Dr
North Augusta, SC 29860

APPRAISED VALUE OF SUBJECT PROPERTY \$ 220,000

LENDER/CLIENT

Name No AMC
 Company Name Fidelity Bank Mortgage
 Company Address 3 Corporate Square, Atlanta, GA 30329
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

4-D

**GARY GRIFFIN and
RACHEL GRIFFIN,**

Plaintiff(s),

Vs

**SHANNON ROLLINGS, d/b/a
Shannon Rollings Real Estate,
LLC,**

Defendant.

IN THE COURT OF COMMON PLEAS

SECOND JUDICIAL CIRCUIT

CIVIL ACTION FILE NO. 2018-CP-02-02060

AFFIDAVIT OF PLAINTIFF RACHEL GRIFFIN

Rachel Griffin, was duly sworn by the undersigned officer authorized by law to administer oaths, and deposed and stated the following:

1.

My name is Rachel Griffin. I am one of the Plaintiffs in the above captioned civil action. I am over 21 years of age and under no disability that would disqualify my sworn testimony. I give this affidavit and state the facts set forth below of my own personal knowledge and in response to Defendant Shannon Rollings' motion for summary judgment.

2.

Prior to the January 16, 2015, date of the closing on our home at 8 Lake Selisa Drive, North Augusta, my husband, Gary Griffin, and I were residents of Columbia County, Georgia. Until after the purchase of our home we were unaware that in 2011, our neighbor, Dennis Turner, had erected fencing across the front portion of our yard at 8 Lake Selisa Drive; we were unaware that either the Rollins Defendants (the prior owners of 8 Lake Selisa Drive), or their tenants had torn down Turner's previously erected fencing to clear the yard of obstructions.

3.

My husband and I were unaware at the time of the January 16, 2015, closing, that Turner claimed to own a cross section of our front yard running along the area where the front yard meets the street. We were entirely unaware that we would subsequently have to retain the services of an attorney to get complete possession of 8 Lake Selisa Drive.

4.

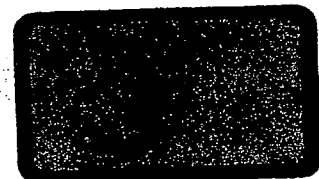
After we moved into our Lake Selisa Drive residence, in January, 2015, Dennis Turner erected wooden fencing, metal rods set in concrete, and other barriers in the area spanning our front yard, leaving only the width of our driveway for access to our home. Attached is a true and accurate photograph, marked Exhibit "A", that I personally took which shows a part of the yard sectioned off by Turner. In the photo, Turner spray painted all of the lines on the concrete and grass, put up the pink stakes and ribbons, and put up the wooden fencing and steel rods. Turner employed an Aiken County sheriff's deputy to "keep peace" while was doing all this on our property. The ribbons were suppose to mark the dividing line between our property and Turner's land.

5.

Before the closing, I visited and walked around the property at least two times. I saw nothing on the roadway or in the front yard that would distinguish 8 Lake Selisa Drive from any typical home on a cul-de-sac in an Aiken County subdivision.

6.

At no time before or during the closing did anyone, particularly including Richard Taylor the attorney, Grant Sutton our real estate agent, the Rollins who sold us the property, Shannon



Rollings or anyone from her office, or Dennis Turner, inform me or my husband (orally or in writing), that there was a property line dispute, or titled ownership claim, involving any portion of our front yard.

7.

Because comparable properties in our subdivision have sold during the last two years for more than \$280,000.00, and because our property has had more than ninety real estate showings since going into foreclosure, and because Turner (by means of signage and oral notification), has alerted prospective buyers of his claim to the property, I have measured the diminution in home value to be \$82,000.00. In addition, we have incurred attorney fees and legal costs in forcing Turner to remove the fencing and obstructions he again built in our front yard after we occupied the premises.

8.

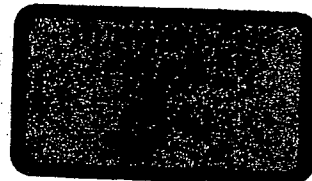
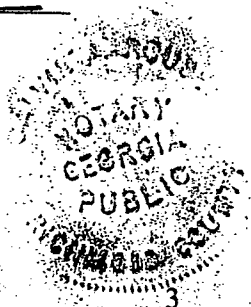
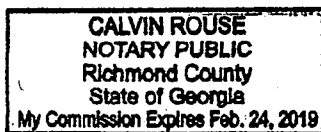
Exhibit "B" attached hereto, is a true and accurate copy of the Deed of Easement given to me at the January 16, 2015, closing of 8 Lake Selisa Drive. Having looked at the easement several times, I was never informed by anything in the document that adjacent neighbor Turner claimed ownership of a portion of my front yard.

FURTHER AFFIANT SAITH NOT, This 27 day of November, 2018.

Rachel Griffin
AFFIANT - RACHEL GRIFFIN

SWORN TO BEFORE ME THIS
27th DAY OF NOVEMBER, 2018

Cal Rouse
NOTARY PUBLIC





Prepared For: Daniel & Rachel Griffin

December 17, 2014



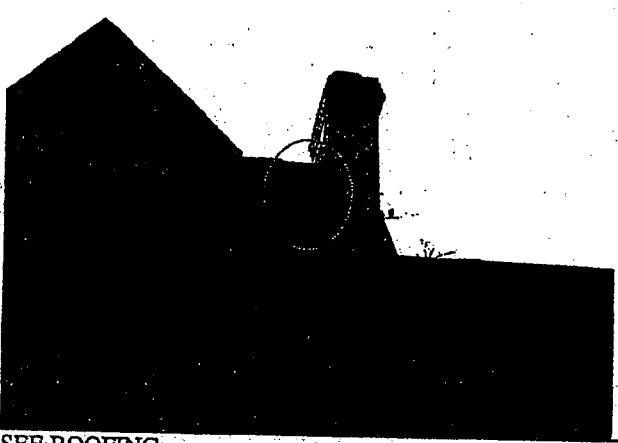
**8 Lake Selisa Drive
North Augusta, S.C.**

WILLIS HOME INSPECTIONS
P. O. Box 204927
MARTINEZ, GEORGIA 30917
(706) 863-9667
AIKEN (803) 645-7327

ROLLINGS 000018

GROUNDS / EXTERIOR

House Elevation: Multi-level
Water Supply: Public
Sewerage: Private
Wall Finish: Siding/Brick veneer
Roofing: Asphalt Shingles

OUTSIDE	SATISFACTORY	MARGINAL	UNSATISFACTORY	COMMENTS
Grade/Slopes	X			
Hose Bibbs	X			
Driveway	X			
Chimney	X			
Roofing			X	WATER APPEARS TO BE MIGRATING INSIDE ATTIC AT SHINGLES/FLASHING AROUND CHIMNEY-RECOMMEND LICENSED ROOFING COMPANY EVALUATE AND REPAIR. 
Flashing			X	SEE ROOFING
Roof Vents	X			
Cornice/Fascia	X			
Screens/Shutters	X			
Gutters/Downspouts	X			
Exterior Doors			X	WOOD ROT TO CASING AT BOTH REAR SUNROOM DOORS AND REAR GARAGE DOOR. WOOD ROT TO DOOR JAM AND WATER IS MIGRATING UNDER DOOR TO CRAWLSPACE AT REAR FOYER DOOR-REPAIRS HAVE BEEN MADE UNDER DOOR IN CRAWLSPACE BUT STILL EXISTING MOISTURE.

From: David Anderson DAnderson@RichardsonPlowden.com
Subject: RE: Griffin v. Shannon Rollings dba Shannon Rollings Real Estate CA No. 2018-CP-20-02060
Date: January 10, 2019 at 10:48 AM
To: calrouse@msn.com
Cc: Carla Lindler CLindler@RichardsonPlowden.com, Jasmine Wyman JWyman@RichardsonPlowden.com, dearlyj@sccourts.org

Calvin: I was just called by Judge Early who indicated that he was ruling in my clients favor and granting our pending Motion for Summary Judgment. He instructed me to Efile our proposed order as a final order. He also asked that I notify you of same via email. Regards, David

HOME	VCARD	BIO	LOCATION
			
David A. Anderson Attorney at Law danderson@richardsonplowden.com			
Richardson, Plowden & Robinson, P.A. P.O. Drawer 7788 Columbia, SC 29202 Tel: 803.576.3702 Fax: 803.779.0016 Mobile: 803.318.8821 www.RichardsonPlowden.com			

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From: David Anderson
Sent: Wednesday, December 12, 2018 10:52 AM
To: 'dearlyj@sccourts.org' <dearlyj@sccourts.org>
Cc: Carla Lindler <CLindler@RichardsonPlowden.com>; Jasmine Wyman <JWyman@RichardsonPlowden.com>; 'calrouse@msn.com' <calrouse@msn.com>
Subject: Griffin v. Shannon Rollings dba Shannon Rollings Real Estate CA No. 2018-CP-20-02060
Importance: High

Judge Early: Pursuant to your instructions during yesterday's Motion Hearing in Aiken, I have attached our proposed Order and copied Attorney Rouse on this correspondence. Please let me know if you have any trouble in accessing the attachment. Should you have any questions, please let me know. I wish you and your staff a wonderful Holiday Season. Respectfully, David

HOME	VCARD	BIO	LOCATION
			
David A. Anderson Attorney at Law danderson@richardsonplowden.com			
Richardson, Plowden & Robinson, P.A. P.O. Drawer 7788 Columbia, SC 29202 Tel: 803.576.3702 Fax: 803.779.0016 Mobile: 803.318.8821 www.RichardsonPlowden.com			

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1

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF AIKEN) CASE NO. 2015-CP-02000799

3
4 GARY DANIEL GRIFFIN and)
5 RACHEL ALLISON GRIFFIN,)

6 Plaintiffs,)

7 vs.)

8 DENNIS R. TURNER and)
9 JEAN M. TURNER,)

10 Defendants.)

11
12
13 DEPOSITION OF

14 RICHARD W. TAYLOR, ESQ.

15
16 July 21, 2015

17 1:07 p.m.

18 203 East Martintown Road
19 North Augusta, South Carolina

20
21 Susan Salenger Smith, CCR-B-1942, RPR
22
23
24
25



20

1 charge by my office for preparing the Deed. And then
2 there was consideration of \$1500 paid by the Rollins
3 to the Turners for the easement.

4 Q. Now, why would the Rollins pay the 1500
5 rather than the Griffins, since they were purchasing
6 the property?

7 A. The Turners claimed to own the property,
8 to own the roadway, and in order to avoid any
9 controversy, we prepared a Deed of Easement so that
10 the Griffins would have an absolute right to use the
11 roadway. Even though it was my opinion they had a
12 right to use it regardless of the easement, this was
13 done to avoid any further controversy between the
14 neighbors.

15 And the \$1500, according to Mr. Turner,
16 was for compensation for the damage done by the
17 Griffins -- excuse me -- by the Rollins' tenant.

18 Q. Do you know what damage was done so that
19 that would be a fair and reasonable figure for the
20 damage?

21 A. I don't know the specific damage or the --
22 I never received any cost estimates for repairs or
23 anything like that. A figure was negotiated by the
24 Rollins and the Turners, I think, through their real
25 estate agents.

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1 A. On its face, it does reflect that.

2 Q. But in actuality, the Rollins paid the
3 \$1500.

4 A. Yes.

5 Q. And what did Mr. Turner tell you as how he
6 arrived at that figure?

7 A. Mr. Turner indicated that that was the
8 cost to repair damages, I'm not sure if it was to the
9 spillway or the roadway or a fence, but other
10 property in the subdivision caused by the Rollins'
11 tenant or tenants.

12 Q. I'm gonna hand you the e-mail from a
13 Mr. Witmer with Rollings company to your office dated
14 January 15, 2015. There's a reference to \$250 paid
15 for road maintenance.

16 A. I have no knowledge of that other than
17 what was in this e-mail. I could -- I don't have any
18 explanation for it.

19 Q. And --

20 A. How it was paid or who it was paid to, I
21 have no idea.

22 Q. In your office title examination, did you
23 come across a road maintenance agreement for the
24 persons who live on Lake Selisa Drive?

25 A. No.

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1 A. Our conversation regarded them receiving
2 the \$1500 payment, and since I did -- the money was
3 not advanced by the Rollins, it was to be deducted
4 from their proceeds at the closing of the sale. I
5 prepared an acknowledgment and agreement between the
6 Turners and myself where they delivered the Deed to
7 me in trust pending closing of the transaction, at
8 which time I was then to deliver them the \$1500.

9 Q. And, again, the purpose of the Deed of
10 Easement was what?

11 A. To remove any doubt that the purchasers
12 had a absolute right to use the roadway for ingress
13 and egress. I also included utilities.

14 Q. I'm handing you what's been marked as
15 Plaintiffs' 5, the Deed of Easement.

16 Based upon your 38-year experience as a
17 real estate closing attorney, what rights did it
18 grant to Mr. and Mrs. Griffin?

19 A. It gave them a right to use the roadway
20 for ingress, egress, regress, utilities,
21 installation, and maintenance.

22 Q. In the actual closing, do you recall
23 whether or not you discussed this document with
24 Mr. and Mrs. Griffin?

25 A. I'm sure that we -- I showed it to them at

1 the closing.

2 Q. Well, the closing would have occurred here
3 in this conference room of yours.

4 A. Yes.

5 Q. And in this conference room that day, can
6 you -- do you recall who was present?

7 A. To the best of my recollection, both
8 Mr. and Mrs. Rollins, Mr. and Mrs. Griffin, Grant
9 Sutton, and if I'm not terribly mistaken, the other
10 agent, this Buddy Witmer, was not here, but I believe
11 Shannon Rollings' husband was here. That's
12 stretching my recollection.

13 Q. Mr. Witmer, as I understand it, works for
14 Shannon Rollings but actually resides or lives
15 somewhere in Florida.

16 Do you understand that?

17 A. I have no -- no idea about where he lives
18 or where he resides.

19 Q. So anything that you might have told the
20 Griffins that particular day concerning this document
21 and its legal import, are you confident that you
22 stated it in front of not only the Griffins, but the
23 sellers and the two real estate agents?

24 A. Unless someone got up to answer the
25 telephone, but people come and go at a closing table,



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1 but as far as I recall, everyone was present, and
2 I -- I'm just thinking that it was Mr. Rollins who
3 was here and not Buddy Witmer on behalf of Shannon
4 Rollings Real Estate.

5 Q. Okay.

6 A. I'd never met him before, so I -- I know
7 that Mr. Sutton was here.

8 Q. And as I understand it, the sum of \$1500
9 was basically negotiated between the Turners and the
10 real estate agents.

11 A. I wasn't involved in the negotiations.

12 Q. The Protective Covenants that you
13 reference in the Deed, it says, subdivision
14 restricted to residential lots, single family
15 residential dwellings.

16 A. All lots referred to shall be known and
17 described as residential lots and used for single
18 family residential dwellings.

19 Q. So if a house burned there today and I
20 purchased the dirt, could I build a duplex on it?

21 A. That would not be a single family
22 dwelling.

23 Q. Okay. Can any business be operated in
24 this subdivision? And I refer you to paragraphs 7
25 and 15 of the Protective Covenants.

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1 A. I believe that, as a matter of law, they
2 did; however, I did not want the Griffins to buy into
3 a lawsuit. No one -- I don't recommend that anyone
4 buy a piece of property that's subject to a future
5 dispute.

6 Q. I understand that.

7 And the fact that the Quit Claim Deed
8 prepared by Mr. Katonak to -- and he's the attorney
9 in Aiken -- reflected a tax parcel number, does that
10 tell you that even today, the owner of that roadway
11 is paying taxes to Aiken County?

12 A. If you'll look at the Deed of Easement
13 that we prepared, under Tax Parcel Number, it has
14 N/A. I don't recall that we were able to locate a
15 tax parcel number road for the roadway.

16 Q. Well --

17 A. And, also, the Deed of Easement is not for
18 land, per se. It's for a right of access over the
19 land, so there was no -- an easement does not have a
20 tax parcel number.

21 Q. And I understand that, but I'm referring
22 to Plaintiffs' 8, the Quit Claim Deed. It contained
23 a tax parcel number.

24 A. A purported tax parcel number.

25 Q. And that perhaps -- I know they changed

1 Q. All right. Now, the Griffins weren't
2 obligated to sign the Deed of Easement, were they, as
3 part of the transaction?

4 A. No. Only the grantor, the Turners, signed
5 the Deed of Easement.

6 Q. All right. So the Griffins, did they have
7 a choice in the matter as to whether to accept this
8 Deed of Easement or to reject it?

9 A. Yes, they did.

10 Q. How could they symbolize that choice?

11 A. By not closing the purchase of the
12 property.

13 Q. All right.

14 A. And they had that option.

15 Q. All right. Did anybody advise them on
16 the -- whether or not it might be an -- not in their
17 best interest to close because of the issuance of a
18 Deed of Easement?

19 A. No. It was my opinion that the Deed of
20 Easement clarified the issue --

21 Q. All right.

22 A. -- as far as their right of access.

23 Q. All right. Now, in regard to the Quit
24 Claim Deed, Exhibit 8, isn't it true under --
25 universally true under South Carolina law that a quit

In The Matter Of:

*GARY DANIEL GRIFFIN and RACHEL ALLISON GRIFFIN v.
DENNIS R. TURNER and JEAN M. TURNER*

*DENNIS R. TURNER
February 23, 2016*

*Augusta Scribes Court Reporters, LLC
4 George C. Wilson Ct.
Suite A
Augusta, GA 30909*

Original File 022316turner.txt
Min-U-Script® with Word Index

1 responses.

2 Q. (By Mr. Rouse) Do you recall signing this
3 deed, this deed of easement?

4 A. That's my signature.

5 Q. Do you recall signing it?

6 A. Yes, I do.

7 Q. I want you to explain how did you come up
8 with \$1500. How did you arrive at that figure,
9 because it says for \$1500?

10 A. You've already covered that in the
11 deposition of Richard Taylor in which our discussions
12 with Richard Taylor --

13 MR. MURPHY: Excuse me. Mr. Turner,
14 please listen to the question and answer
15 Mr. Rouse's question, please.

16 THE WITNESS: That came up in the
17 conversation with Richard Taylor once your
18 clients came to us and were in need of an
19 easement, and I told him that there was a
20 matter of Rollins had destroyed our fence,
21 his previous tenants.

22 They had destroyed the pond overflow.
23 There was also the maintenance of the road
24 that he had refused to participate in, both
25 the patching and after the cleanup of the

1 ice storm.

2 And my words were to him is it would
3 not be fair for these two to have to pay
4 that, but that Rollins is the one
5 responsible for those damages and Rollins
6 will pay it. And I believe the closing
7 statement accordingly shows that it came
8 out of Rollins' proceeds from the sale.

9 Q. (By Mr. Rouse) All right. So I want to
10 go back over these things. Now, you mentioned
11 that -- and all of these things added together up to
12 \$1500?

13 A. Yes, sir.

14 Q. All right. Now, one of the things you
15 mentioned was participate in something in the road?

16 A. That's correct.

17 Q. What do you mean by that?

18 A. Because we all -- the neighbors got
19 together when we did our last patching, and we paid
20 proportionally.

21 Q. All right. And who took up the money for
22 that?

23 A. I did.

24 Q. Do you have some kind of an accounting for
25 it?

1 A. It's on my property.

2 Q. It's in the cul-de-sac?

3 A. It's on the property of the cul-de-sac.

4 Q. All right.

5 A. In no way is it on their property.

6 Q. All right. And you're telling us here
7 today, though, that under your direction and
8 supervision you had this fence put across there?

9 A. I replaced the fence that had been
10 damaged.

11 Q. The fence that had been damaged, who put
12 it up?

13 A. Wait a minute.

14 Q. You're saying a fence had been damaged.

15 A. Oh, yeah. The fence was up originally in
16 latter 2011. And this section here, when we first
17 met with your children, Daniel admitted that he tore
18 that section down. That's why that's being replaced.
19 This over here is being replaced because of Chase
20 Morris.

21 MR. ROUSE: Move to strike that.

22 That's not responsive.

23 Q. (By Mr. Rouse) Mr. Turner, please answer
24 the question. My question to you was -- the first
25 one was you're replacing a fence that you contend had

1 been torn down?

2 A. Yes.

3 Q. All right. And my next question to you
4 was this fence that had been torn down, when was it
5 originally put up?

6 A. I think latter 2011.

7 Q. And who put it up in 2011?

8 A. Well, I had it --

9 Q. You had it put up?

10 A. Yeah. I mean, I contributed somewhat to
11 it.

12 Q. I'm sure. Did you have some Mexicans out
13 there put it up in 2011 or did you do it all by
14 yourself?

15 A. I resent that question.

16 Q. Well, these are some Mexicans you
17 employed.

18 A. I resent that question.

19 Q. Mr. Turner, please answer the question.

20 A. You will refer to these in a more neutral
21 tone. I really don't appreciate your --

22 Q. Mr. Turner, that's another question. Who
23 are these people that are helping you?

24 A. That's none of your concern.

25 Q. Yes, it is, Mr. Turner. Who are these

1 people?

2 A. This is on my property.

3 MR. MURPHY: Mr. Turner, please
4 listen to the question.

5 THE WITNESS: I'm listening to the
6 question.

7 MR. MURPHY: Answer the question. If
8 we get questions like that in the
9 courtroom, we have a judge. Just please
10 answer the questions.

11 Q. (By Mr. Rouse) Do you know these people
12 that are assisting you to replace this fence?

13 A. I did

14 Q. Did you pay these people?

15 A. I did.

16 Q. Where did you locate the people?

17 A. I met them.

18 Q. In the answers to your interrogatories,
19 you said that you didn't know these people.

20 A. I don't know all of them except for that
21 day, and now talking about recalling, I don't
22 remember everybody's name.

23 Q. Now, back in 2011, did you know the people
24 then that assisted you in putting the fence up
25 originally?

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

) COURT OF COMMON PLEAS
) C/A #: 2010-CP-40-8938

Gary Griffin and Rachel Griffin,
Plaintiffs,

v.

Fidelity Bank, Milton P. Rollins,
III, Teresa F. Rollins and Shannon
Rollings d/b/a Shannon Rollings
Real Estate, LLC,
Defendants.

DEPOSITION OF
**MILTON P. ROLLINS, III and
TERESA F. ROLLINS**

Friday, August 24, 2018
2:19 p.m. - 3:58 p.m.

The deposition of MILTON P. ROLLINS, III and
TERESA F. ROLLINS, taken on behalf of the Plaintiffs
at the law offices of Nance, McCants & Massey, 218
Newberry Street SW, Aiken, South Carolina, on the
24th day of August, 2018 before Nadine A. Garrett,
Court Reporter and Notary Public in and for the State
of South Carolina, pursuant to Notice of Deposition
and/or agreement of counsel.



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MILTON P. ROLLINS, III and TERESA F. ROLLINS

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1 MS. ROLLINS: You said Meybohm. But this is
2 Griffins.
3 MR. ROUSE: I'm referring -- forget about Meybohm
4 for now.
5 MS. ROLLINS: Okay.
6 MR. ROUSE: I'm going to come back to that. We're
7 looking at Plaintiffs' (sic) Exhibit Two.
8 MS. ROLLINS: Uh-huh.
9 MR. ROUSE: And will just -- identify that again for
10 us. That's -- what is that?
11 MS. ROLLINS: It's disclosure statement.
12 MR. ROUSE: That's right. And you filled that out
13 with regard to who?
14 MS. ROLLINS: I can't say that we filled this out
15 because these are not physically our initials.
16 MR. ROUSE: All right. Who do you think filled that
17 out?
18 MS. ROLLINS: I couldn't say. But the first time
19 that we've seen this with the e-sign initials
20 was when Mr. McCants shared it with us.
21 MR. ROUSE: The first time you ever saw it?
22 MS. ROLLINS: To my recollection. This is not my
23 physical signature. It's not my physical
24 initials. So, I can't tell you that I
25 completed it. That's just what I'm saying.



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MILTON P. ROLLINS, III and TERESA F. ROLLINS

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1 I'm not -- if it were my physical initials, my
2 physical signature ---

3 MR. ROUSE: Sure.

4 MS. ROLLINS: --- then I could tell you that I
5 completed it.

6 MR. ROUSE: Sure. What would you say about that,
7 Mr. Rollins?

8 MR. ROLLINS: Yeah, this is the first -- my
9 recollection of it.

10 MR. ROUSE: All right. So, do you feel like these
11 are e-signed initials, like electronic?

12 MS. ROLLINS: That's what they look like.

13 MR. ROUSE: All right. Yep. Do you all have
14 electronic service so that you could do this
15 electronically? Or did you have it at the
16 time? This was back in ---

17 MS. ROLLINS: I mean, I guess you can do it on the
18 internet or a cell phone, so I'd say we would
19 have probably had access. But whether or not
20 we did, I just can't say because I don't
21 recall.

22 MR. ROUSE: All right. I'm looking -- I'm on --
23 we're looking at Defendants' Exhibit Two.
24 Let's look at the signature page, it's the last
25 page. Is that y'all's signature on there?



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1 MS. ROLLINS: No, sir.

2 MR. ROUSE: That's a electronic signature?

3 MS. ROLLINS: It looks to be electronic. The

4 initials and the signatures looks to be

5 electronic.

6 MR. ROUSE: All right. Well, we need to talk about

7 this. Did y'all -- did you -- do you -- the

8 first time that you recall ever seeing that

9 document is after this lawsuit started and Mr.

10 McCants gave it to you?

11 MS. ROLLINS: That's correct.

12 MR. ROUSE: Where do you -- so who -- who would have

13 filled your name in on it?

14 MR. MCCANTS: Object to the form.

15 MR. ROUSE: If you know.

16 MR. MCCANTS: If you know.

17 MS. ROLLINS: I have no idea. If this were my

18 signature and my physical ---

19 MR. ROUSE: Yeah.

20 MS. ROLLINS: --- initials ---

21 MR. ROUSE: Yeah.

22 MS. ROLLINS: --- I would be happy to tell you that,

23 you know, that I had seen it and I had

24 completed it.

25 MR. ROUSE: Okay.



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1 MS. ROLLINS: But it's not my physical signature or
2 initials.

3 MR. ROUSE: All right. Okay. Let's look up -- if
4 you look up there on the last page, it looks
5 like the same seller's disclosure. Do you see
6 that section, Seller's Disclosure?

7 MS. ROLLINS: Uh-huh.

8 MR. ROUSE: Initial?

9 MS. ROLLINS: Uh-huh.

10 MR. ROUSE: There's some initials there.

11 MS. ROLLINS: Uh-huh.

12 MR. ROUSE: And those look like those same
13 electronic initials.

14 MS. ROLLINS: Uh-huh.

15 MR. ROUSE: Now, they -- now, after the first box
16 with regard to lead-based paint it says to my
17 knowledge there are no lead-based paints.

18 MS. ROLLINS: Correct.

19 MR. ROUSE: Did y'all supply -- whoever filled this
20 out, did y'all tell them that, that there was
21 no lead-based paints?

22 MS. ROLLINS: Sir, I don't remember this. So,
23 you're asking me a question I don't feel I can
24 answer. I'm sorry.

25 MR. ROUSE: So, what do you say, Mr. Rollins?



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1 MR. ROUSE: If you had filled this out ---

2 MS. ROLLINS: Uh-huh.

3 MR. ROUSE: --- being honest and true folks that you
4 are ---

5 MS. ROLLINS: Yes, sir.

6 MR. ROUSE: --- you would have said that there would
7 have been an encroachment from adjacent
8 property, wouldn't you?

9 MR. MCCANTS: Object to the form.

10 MR. ROUSE: You'd have checked that box, wouldn't
11 you?

12 MS. ROLLINS: No, sir. I believe ---

13 MR. ROUSE: Why not?

14 MS. ROLLINS: I believe we would have chosen no
15 representation because I said earlier to you
16 that the only way to have a final word on that
17 was to have had a lawsuit.

18 MR. ROUSE: Right.

19 MS. ROLLINS: All we had was one man feeling,
20 thinking ---

21 MR. ROUSE: Sure.

22 MS. ROLLINS: --- that because he had a quitclaim
23 deed, that he was the person that owned that
24 road and those rights of way. We did not have
25 that knowledge.



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1 MR. ROUSE: All right.

2 MS. ROLLINS: So, I think if we had completed it, we
3 probably would have put no representation
4 because it had not been settled. The only way
5 to settle that and to know, ---

6 MR. ROUSE: Sure.

7 MS. ROLLINS: --- my understanding is to have a
8 lawsuit.

9 MR. ROUSE: Sure. Okay. So, my question is -- but
10 the fact of the matter is, and you would agree
11 with me, that there was, on the grass, on what
12 appeared to be your front yard, where it
13 touches the pavement, there appears to be an
14 encroachment from Mr. Turner, doesn't there?

15 MR. MCCANTS: Object to the form. Go ahead and
16 answer if you can.

17 MS. ROLLINS: What we knew is that that was an area
18 in question. And that is why when Mr. Griffin
19 came to 136 Millwood, our address that we had
20 moved to ---.

21 MR. ROUSE: Uh-huh.

22 MS. ROLLINS: --- he sat down and we were speaking.
23 At that time that was why we went into the
24 detail about, you know, that the driveway had
25 been marked, it had been spray painted because



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MILTON P. ROLLINS, III and TERESA F. ROLLINS

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1 MS. ROLLINS: You'd have to ask Richard Taylor.

2 MR. ROUSE: Even a description of the right of way.

3 MS. ROLLINS: You'd have to ask Richard Taylor.

4 Because I didn't draw up -- we didn't draw up
5 that document. A lawyer drew up that document.

6 MR. ROUSE: But it is true, though, y'all paid the
7 \$1500.

8 MS. ROLLINS: We paid the 1500 because we were told
9 by our Realtor that Mr. Turner honestly felt
10 like one of our renters had damaged a fence and
11 that he would write a letter of easement if we
12 would pay the \$1500 for -- we didn't pay for an
13 easement. we paid for what Mr. Turner believed
14 was damage to his fence by one of our renters.
15 And we wanted to leave on good terms and we
16 said, you know what, if one of our renters did
17 it, we'll pay the \$1500.

18 MR. ROUSE: Did you know where the fence was located
19 that your renter allegedly tore down?

20 MS. ROLLINS: I'm guessing that would have been that
21 split rail fence that is simply at the very --
22 it's beside the driveway. It's at the edge
23 of -- it was at the edge of the asphalt and the
24 grass. Correct?

25 MR. ROUSE: So, you have seen the fence before?



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1 MS. ROLLINS: But it was on the grass. Yes.

2 MR. ROLLINS: Yes, we had seen it.

3 MR. ROUSE: And did you know or had you seen whether
4 or not Turner put up steel rods and sunk them
5 in concrete and all that?

6 MS. ROLLINS: He had not done that.

7 MR. ROUSE: So, I reckon he wasn't going to rebuild
8 it again I reckon because he was -- put some
9 reinforcement for it. So, about -- so, let's
10 -- I want to still ask some questions about
11 this then. Do you know -- well, let me phrase
12 my question better. I'm looking through the
13 disclosure statement and I don't really see --
14 on pages one, two, and three I don't see any
15 boxes checked where there's any disclosure
16 about anything, except on page four we have
17 n/a. I reckon that means non-applicable. You
18 didn't inform them -- you didn't inform anybody
19 -- see page four?

20 MS. ROLLINS: Which one is page four?

21 MR. ROUSE: One, two, three ---

22 MS. ROLLINS: With the lead based paint? I passed
23 it. One, two, three, four. Okay.

24 MR. ROUSE: Page four has to do with buried and
25 unburied or covered presence of the following:



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MILTON P. ROLLINS, III and TERESA F. ROLLINS

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1 MS. ROLLINS: I remember supplying some information
2 about that, yes, sir.

3 MR. ROUSE: How did you supply that ---

4 MS. ROLLINS: By telephone. I remember specifically
5 that I got a phone call from one of the
6 Realtor's assistants and asked me about -- and
7 I guess this is it. Asked me about average
8 electric bills, water bills, that sort of
9 thing, yes, sir.

10 MR. ROUSE: All right. Now, you're talking about an
11 assistant to the Shannon Rollings?

12 MS. ROLLINS: Yes, sir.

13 MR. ROUSE: Someone employed at Shannon Rollings?

14 MS. ROLLINS: Yes, sir. And I supplied that
15 information. I would have answered those
16 questions on the telephone.

17 MR. ROUSE: Right. And you -- but, now, these other
18 questions up above and this other information
19 that we've talked about before, you didn't
20 supply any of that information?

21 MS. ROLLINS: To the best of my recollection, I do
22 not know. I do know that -- well, go ahead.
23 Ask a question.

24 MR. ROUSE: You don't recall ever supplying that
25 information, do you?



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1 MR. ROUSE: So, since you've testified that they
2 called you on the phone to get this information
3 about ---

4 MS. ROLLINS: Water bills.

5 MR. ROUSE: --- water bills, then the person that
6 called you, would you agree with me, they were
7 obtaining information to fill this form out?

8 MS. ROLLINS: I don't know. I can't say. I can say
9 that I was asked questions about utility ---

10 MR. ROUSE: Oh, you were asked ---

11 MS. ROLLINS: No, no, no.

12 MR. ROUSE: I got you.

13 MS. ROLLINS: I was answering questions that I had
14 been asked. I was working and I remember being
15 in my car, I remember the phone call coming in.
16 And I was told that they wanted to know how
17 much our electric bills normally ran or water
18 bills. And I supplied that information to the
19 best of my knowledge.

20 MR. ROUSE: And you knew that they were calling on
21 behalf of Rollings company, somebody with
22 Rollings?

23 MS. ROLLINS: Yes.

24 MR. ROUSE: But they didn't tell you they were
25 filling out a South Carolina disclosure form?



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1 this?

2 **MS. ROLLINS:** I wouldn't remember. If you showed me
3 a piece of paper and my signature was on it, I
4 could verify that that was my signature.

5 **MR. ROUSE:** Sure.

6 **MS. ROLLINS:** This I cannot. I'm not comfortable
7 doing that. Because that's not my signature.

8 **MR. ROUSE:** Well -- I'm playing devil advocate here.
9 If I asked -- if I had Meybohm, Shannon
10 Rollings sitting over there, she'd probably --
11 if she says, well, you know, I e-mailed it to
12 them and they got this DocuSign thing and I
13 sent it to them and I know they signed it,
14 because I wouldn't have had anybody in my
15 office sign something electronic. I know they
16 did. What would y'all say to that?

17 **MS. ROLLINS:** If we signed this, then I would have
18 been very -- if we completed this, if we
19 completed this ---

20 **MR. ROUSE:** Yeah.

21 **MS. ROLLINS:** --- I would have been very surprised
22 that we did not enter things like, you know,
23 when the roof was repaired or put more
24 information in here, put more information in
25 here.



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FILE

Transcript of the Testimony of **GRIFFIN**

Date: August 24, 2018



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Condensed Transcript and Word Index

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1 be honest with you.

2 MR. MCCANTS: Did you ask any questions about it?

3 MR. GRIFFIN: No. I just -- was relying on Grant to
4 let me know if something ---

5 MR. MCCANTS: To guide you through.

6 MR. GRIFFIN: To let me know if I need to know
7 something.

8 MR. MCCANTS: Fair. You did not -- you guys did not
9 have a separate attorney represent you as part
10 of the purchase or the closing; is that fair?

11 MS. GRIFFIN: It is. And I remember Richard Taylor
12 actually said this was done to protect us.

13 MR. MCCANTS: Okay.

14 MS. GRIFFIN: I remember those were his words and
15 that's why we read through it and that's why he
16 explained they got it taken care of that day
17 before closing.

18 MR. MCCANTS: And, therefore, the same question I
19 asked Daniel of you. Were you not curious
20 about what this document was, ask questions
21 about it, especially if you read it, you would
22 have seen that my clients had given \$1,500 to
23 Dennis Turner to execute what's called a deed
24 of easement?

25 MS. GRIFFIN: No. But it had to do with a fence and

1 - if I'm being fair, other than with Turner and
2 the one instance in college, you've had no
3 history of litigation?

4 MR. GRIFFIN: No history at all.

5 MR. ROUSE: All right.

6 MR. GRIFFIN: And that's -- I felt like that was
7 irrelevant to whatever happened in college and
8 ...

9 MR. ROUSE: All right. And, Daniel, you testified
10 that you had met with the Rollins at their
11 house, had some tea. Did the Rollins at any
12 time or anybody else inform you that, when you
13 moved into this house, when you took title to
14 this house and moved in it, that a neighbor had
15 a legal claim to half your front yard?

16 MR. GRIFFIN: No.

17 MR. ROUSE: Did anybody ever tell you that?

18 MR. GRIFFIN: No.

19 MR. ROUSE: Did anybody ever give you any warning of
20 that?

21 MR. GRIFFIN: No. No, sir.

22 MR. ROUSE: And that after you moved in at some
23 point they were going to fence it off or
24 attempt to?

25 MR. GRIFFIN: No. Nobody mentioned anything about a

1 fence or anything like that.

2 MR. ROUSE: All right. If they had mentioned -- if
3 they had -- if somebody had even given you a
4 clue to something like that, would you have
5 bought the house?

6 MR. GRIFFIN: No. Absolutely not.

7 MR. ROUSE: All right. I'm going to look -- he --
8 going back to what Drew talked to you about.
9 He had Exhibit 8 here that's got a lot of
10 surveys. And he asked you was the Trip survey
11 accurate. All these surveys. And I'm looking
12 at page two, three -- two and three of
13 Defendants' Exhibit 8. Now, this survey has a
14 picture in both page two and page three. It's
15 two surveys. One is dated '79. One is dated
16 looks like '15 by McKie. Do either of these
17 surveys describe the actual asphalt and
18 pavement of the -- as it really and truly
19 exists of the asphalt of the cul-de-sac or
20 roadway of the cul-de-sac in Lake Selisa Drive?

21 MR. GRIFFIN: No. Because that's why I was trying
22 to make it a point when I was answering their
23 questions, that it's not up to scale in my
24 mind, you know, as far as what's actually there
25 versus on these plats. But it's very

1 issues or problems with regard to property
2 lines, easements, or access to the road?

3 MR. GRIFFIN: Issues? No, I don't remember any
4 issues coming up at closing.

5 MR. MCCANTS: How about Grant?

6 MR. GRIFFIN: I remember the easement. I remember
7 the easement came about. Like I said, I didn't
8 even know what it was at the time. And Richard
9 Taylor, I guess, told us -- or not I guess. He
10 told us that it was to access our property.

11 MR. MCCANTS: All right.

12 MR. GRIFFIN: And that's all I know.

13 MR. MCCANTS: Rachel, you know anything different?

14 MS. GRIFFIN: No. He never said anything. And the
15 easement was for our protection, that they had
16 it straightened out. And that was it.

17 MR. MCCANTS: All right. So, at least there was
18 discussion, obvious discussion, about a written
19 deed of easement that ---

20 MS. GRIFFIN: The easement, but that was the extent
21 of it.

22 MR. MCCANTS: Okay.

23 MS. GRIFFIN: There was nothing further. And it was
24 in relationship to whatever they had going on
25 before us.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge

Case No. 2019-000120

Gary Griffin and Rachel
Griffin,

Plaintiffs/Appellants,

v.

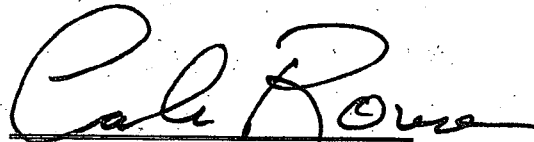
Shannon Rollings, d/b/a
Shannon Rollings Real Estate,
LLC,

Defendant/Respondent.

CERTIFICATE OF APPELLANTS' COUNSEL

Pursuant to SCACR Rule 210, the undersigned counsel for the Appellant certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

April 30, 2019



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