

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BERKELEY COUNTY
COURT OF COMMON PLEAS

Dale E. Van Slambrook, Master-in-Equity

Case No. 2017-CP-08-1029

ALFRIGH G. WILLIAMS,

Respondent

v.

MYRA L. SCOTT,

Appellant.

RECORD ON APPEAL

C. Mac Gibson, Jr.
1473 Stuart Engals Blvd.
Mt. Pleasant, South Carolina 29464
(843) 852-4646

Attorney for Appellant
Myra L. Scott (

Other Counsel of Record:
E. Mason West, Esquire
West Law Firm, LLC
207 Carolina Avenue
Moncks Corner, SC 29461
(843) 761-5626

RECEIVED
JUL 31 2019
SC Court of Appeals

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was to be substituted as Counsel of record. On September 27, 2018, Mr. Gibson was substituted as Counsel for the Defendant per the Order of the Honorable Dedra L. Jefferson.

SUBJECT MATTER

This case revolves around the rights of adjoining landowners who own property in the Cainhoy Community of Berkeley County with respect to an alleged access easement. The easement is claimed by the Plaintiff to be located across the property of Defendant Myra Scott, bearing Berkeley County TMS# 263-00-01-015, "Scott Lands". If declared valid, the easement serves property of the Plaintiff bearing Berkeley County TMS# 263-00-01-041, "Williams Lands".

THE CONTROVERSY

During or about the year 2011, Defendant constructed a fence without gates for "through passage" across the Scott Lands thereby impeding Plaintiff's ability to access the Williams Lands. Plaintiff objected to the actions of the Defendant. The instant case followed.

The essence of Plaintiff's position in these proceedings is that his predecessors in title to the Williams Lands were granted a perpetual access easement appurtenant to the Williams Lands across the Scott Lands and that when he (the Plaintiff) acquired the Williams Lands he acquired the same easement rights of his predecessors. Plaintiff claims the easement provides him a perpetual, free and unlimited right of access.

THE RECORD

By stipulation of counsel at the call of the case, and by admission in evidence during the trial of the case without objection, multiple exhibits consisting of various deeds, plats, photographs, maps, were submitted. *Collectively Plaintiff's Exhibit's 1, 2, 3, 4 and Defendant's Exhibit 1.*

Plaintiff presented three (3) witnesses, namely himself, Alfrigh Williams, the Defendant, Myra Scott, and Plaintiff's brother, and predecessor in title, Chuck Williams. The Defendant presented

two (2) witnesses, namely the Defendant herself, Myra Scott, and her expert Dean Britt, a land surveyor.

FINDINGS OF SALIENT FACTS

From the record before me, from the testimony of the witnesses in open court under oath and upon the entirety of the within proceedings, by a preponderance of the evidence, I find the following salient facts:

1. Plaintiff is the fee simple owner of the Williams Lands, a 0.55 acre parcel of land located in the Cainhoy area of Berkeley County, bearing Berkeley County TMS # 263-00-01-041.
2. His source deed is part of the record. *Plaintiff's Exhibit 1*.
3. Defendant is the owner of the Scott Lands, a 0.92 acre parcel of land also located in the Cainhoy area of Berkeley County bearing Berkeley County TMS # 263-00-01-015, which adjoins the Williams Lands.
4. Her source deed is part of the record. *Plaintiff's Exhibit 1*.
5. The Williams Lands and the Scott Lands are contiguous along a common boundary line which has a distance of one hundred twelve (112') feet, more or less.
6. The Williams Lands and the Scott Lands were at one time held by a single owner, Katie Drayton.
7. In 1970, Katie Drayton and Mary Jane Blunt commissioned a survey plat by R.D. Guerry, RLS, which affected the subdivision of the Katie Drayton lands into Parcels "A", now the Scott Lands and Parcel "B", now the Williams Lands, which plat is found of record in Plat Book T at Page 64. *Plaintiff's Exhibit 1*.
8. Katie Drayton then conveyed Parcels A and B to Mary Jane Blunt by deed dated July 31, 1970 and found of record in Book A213 at Page 173.
9. Mary Jane Blunt thereafter conveyed Tract B to Lavenia Porcher and Chuck E. Williams by deed dated September 2, 1980 and found of record in Book A-410 at Page 46, which in addition to the description of the property being conveyed contains the following:

“ALSO:

A perpetual free and unlimited right of access to and from the lot herein conveyed as a means of ingress and egress over and upon and across the adjacent lot delineated on said plat and described as Tract “A” by means of a roadway to be constructed at the expense of the grantees from the roadway delineated on said plat and to the lot herein conveyed which said right-of-way shall be and remain appurtenant to the lot herein conveyed.”

10. Each subsequent deed in the chain of title to the Williams Lands, including the Williams source deed, incorporated the same easement language.
11. During or about the year 2011, Defendant constructed a fence surrounding the Scott Lands.
12. Defendant’s construction of the fence has blocked, impeded and interfered with Plaintiff’s ability to exercise his right of ingress and egress over, upon and across the Scott Lands to access the Williams Lands.
13. In Plaintiff’s case in chief, on examination by Plaintiff’s counsel, Defendant conceded and acknowledged for the first time, that Plaintiff has a valid and enforceable easement across the Scott Lands and that the presence of her fence does in fact block Plaintiff from using his easement.
14. The grant or reservation of the easement in the Mary Jane Blunt deed (§8, *supra*) does not contain metes and bounds or figures giving definite dimensions of the easement.
15. As to the scope and extent of the easement, Defendant’s expert witness Dean Britt, a land surveyor, testified that the width of the easement is typically not less than twenty (20’) feet wide.

CONCLUSIONS OF LAW

The Court concludes as a matter of law as follows:

1. This is a declaratory judgment case.
2. The pleadings and proceedings herein are adequate, complete and proper.
3. This Court has jurisdiction over the parties and the subject matter.
4. Venue is proper.

5. This court has the power and authority to declare rights; the status and the legal relations between and among the parties pursuant to *S.C. Code Ann. § 15-53-20*.
6. There must be a justiciable controversy between and among the parties in order for the Court to adjudicate a matter under *S.C. Code Ann. § 15-53-20*.
7. The parties agree that there is an easement appurtenant to the Williams Lands over, upon and across the Scott Lands.
8. There is no longer a justiciable controversy before me regarding the *existence* of the easement appurtenant to the Williams Lands and over, upon and across the Scott Lands.
9. Based on the absence of a dispute about the existence of an easement, I determine, deem and declare that there is a valid and enforceable access easement in perpetuity across the Scott Lands to the Williams Lands.
10. The parties disagree about the width of the easement.
11. There is therefore a justiciable controversy before me as to the scope and extent of the easement.
12. It is well established and well settled in South Carolina that an easement is a right which one person has to use the land of another for a specific purpose. *Murrells Inlet Corporation v. Ward*, 378 S.C. 225, 662 S.E. 2d 452 (Ct. App 2008), *Frierson v. Watson*, 371 S.C. 60, 67, 636 S.E. 2d 872, 875 (Ct. App. 2006). *Bundy v. Shirley*, 412 S.C. 292, 304, 772 S.E. 2d 163, 169 (2015).
13. It is well established and well settled that an easement may be created by grant or reservation in a deed. *Windham v. Riddle*, [381 S.C. 192, 672 S.E. 2d 578 (2009)]. 12 *S.C. Juris, Easements § 6*.
14. It is well established and well settled in South Carolina that although the existence of an easement is a question of fact in a law action, the determination of the extent of an easement is an equitable matter. *Jowers v. Hornsby*, 292 S.C. 549, 551, 357 S.E. 2d 710, 711 (1987); *Tupper v. Dorchester County*, 326 S.C. 318, 323, 487 S.E. 2d 187, 190 (1997).
15. In determining the scope and extent of an easement, this Court, being one in equity, must give consideration to what is essentially necessary to the enjoyment of the easement. *Sandy Island Corp.*, 246 S.C. 419-20, 143 S.E. 2d at 806; *Carolina Land Company v. Bland*, 265 S.C. 98, 217 S.E. 2d 16 (1975); *Jacobs v. Service Merchandise Co.*, 297 S.C. 123, 375 S.E. 2d 1 (Ct. App. 1988) 12 *S.C. Juris, Easements § 20*.

16. In so doing, if the language in the grant or reservation is uncertain or ambiguous in any respect, the court may inquire into and consider all surrounding circumstances to determine the intention of the parties. *Carolina Ceramics, Inc. v. Carolina Pipeline Co.*, 251 S.C. 151, 155-56, 161 S.E. 2d 179,181 (1968).
17. In making that inquiry, it is not essential to the validity of a grant of an easement that it be described by metes and bounds or by figures giving definite dimensions of the easement. *Simmons v. Berkeley Elec. Co-op, Inc.*, 404 S.C. 172, 744 S.E.2d 580 (Ct. App. 2013).
18. In South Carolina, ordinarily the owner of an easement has the duty to keep it in repair. *Hayes v. Tompkin* 287 S.C. 289, 337 S.E. 2d 888 (1985). Further, taking into consideration the burden the easement of right of way places upon the Defendant's property, the Plaintiff shall have the duty to keep the right-of-way in reasonable repair.
19. In the adjustments and balancing of the equities, I determine, deem and declare that the parties to the Mary Jane Blunt deed, intended that the original Grantees of Parcel B, that is to say what became the Williams Lands, their heirs and assigns, should and must have an easement with a width sufficient to serve its intended purpose of reasonable access.
20. In the adjustments and balancing of the equities, I further determine, deem and declare on the record before me, and taking into consideration typical easements of Berkeley County as a guide, that a fair and reasonable interpretation of the intent of the parties to the Mary Jane Blunt deed is that the subject easement has, and should have, at all points along its course a width of twenty (20') feet in order to be useful and practical and serve its obvious intended purpose.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED, DECLARED AND DECREED as follows:

1. Plaintiff, his heirs and assigns, is possessed of an easement appurtenant as the owner of the Williams Lands which entitles him to access to and from the Williams Lands as a means of ingress and egress over and upon and across the Scott Lands.

2. The easement area shall be and is twenty (20') feet in width and is situate generally along the length of the southern boundary of the Scott Lands for the full distance to the intersection with the Williams Lands.
3. Plaintiff shall have the duty to keep the right of way in reasonable repair.
4. Defendant may at her option, and at her expense relocate her fence northward and inward on the Scott Lands, thereby allowing the area of the easement declared by this order to be unrestricted and fully outside of the enclosed portion of her yard; or in the alternative, Defendant may retain the fence where and as it is; provided she causes or allows the deconstruction of the fence in two locations, one at the entranceway to the easement from Cainhoy Road and one along the common boundary line of the Williams Lands and the Scott Lands to allow passage by the Plaintiff, his invitees, guests, heirs and assigns, for all lawful purposes.
5. Plaintiff will be responsible for removal of the Defendant's fence along the boundary line of Williams and Scott lands for a distance of 20 feet to allow access from the easement to Plaintiff's property.
6. Should Defendant elect to erect a front gate, Defendant shall be responsible for the installation, upkeep and maintenance of the front gate, that being the gate closest to Cainhoy Road.
7. If Defendant chooses to lock the front gate, she shall immediately provide the Plaintiff, his heirs and assigns, a key and keep the lock at all times in working order.
8. If the lock is replaced, a substitute key shall be provided the Plaintiff, his heirs and assigns.
9. Should Defendant elect to allow access via gates, Plaintiff shall be responsible for the installation, upkeep and maintenance of the back gate, that being the gate closest to Plaintiff's property.
10. Each party will be responsible for their own costs and attorney fees.

AND IT IS SO ORDERED.

(JUDGE'S SIGNATURE PAGE TO FOLLOW)

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP-08-1029

Alfrigh G. Williams,

Myra L. Scott, et al

PLAINTIFF(S)

DEFENDANT(S)

**E. Mason West
PO Box 1869
Moncks Corner, SC 29461**

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

(Signature Page to Follow)

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

E. Mason West
PO Box 1869
Moncks Corner, SC 29461
ATTORNEY(S) FOR THE PLAINTIFF(S)

C. Mac Gibson Jr.
1473 Stuart Engals Blvd
Mt Pleasant, SC 29464
ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:



Berkeley Common Pleas

Case Caption: Alfrigh G. Williams VS Myra L. Scott

Case Number: 2017CP0801029

Type: Master/Order/Other

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2019-03-04 13:54:29 page 10 of 10



Berkeley Common Pleas

Case Caption: Alfrigh G. Williams VS Myra L. Scott

Case Number: 2017CP0801029

Type: Master/Order/Other

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2019-04-04 11:02:59 page 2 of 2

ELECTRONICALLY FILED - 2019 Apr 04 11:36 AM - BERKELEY - COMMON PLEAS - CASE#2017CP0801029

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

ALFRIGH G. WILLIAMS

Plaintiff,

VS.

MYRA L. SCOTT

Defendant.

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT

) CASE NO.: 2017-CP-08-

1029

SUMMONS
M. J. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

17 APR 19 PM 1:07

FILED

TO THE DEFENDANT: MYRA L. SCOTT

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint upon the undersigned attorney, at 207 Carolina Avenue, Moncks Corner, South Carolina 29461, within (30) days after service hereof, exclusive of the day of such service. If you fail to Answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.



E. Mason West, Esq.
WEST LAW FIRM, LLC
P.O. Box 1869
207 Carolina Avenue
Moncks Corner, SC 29461
843.761.5626 (Telephone)
843.761.5627 (Fax)
Mason@WestLawFirmSC.com

April 19, 2017
Moncks Corner, South Carolina

SCANNED

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

ALFRIGH G. WILLIAMS

Plaintiff,

VS.

MYRA L. SCOTT

Defendant.

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT

) CASE NO.: 2017-CP-08-1029

COMPLAINT
(Non-Jury)

PAUL P. BROOKS
CLERK OF COURT
BERKELEY COUNTY, S.C.

17 APR 19 PM 1:01

Handwritten initials/signature

TO: THE DEFENDANT ABOVE NAMED:

Plaintiff herein would respectfully allege and show unto this Honorable Court as follows, to wit:

JURISDICTION, VENUE AND PARTIES

1. Jurisdiction is proper as to all parties and the subject matter herein pursuant to S.C. Code Ann. § 15-67-430 as the property in dispute is situate wholly within Berkeley County, South Carolina.
2. Venue is proper in Berkeley County, South Carolina.
3. Plaintiff is the fee simple absolute owner of a parcel of land located in the Cainhoy area of Berkeley County, bearing Berkeley County TMS#263-00-01-041.
4. Upon information and belief, Defendant is the owner of an adjoining parcel bearing Berkeley County TMS # 263-00-01-015.
5. Plaintiff is the possessor of an easement granting perpetual free and unlimited right of access to and from his property as a means of ingress and egress over and upon and across the adjacent lot owned by the Defendant, as evidenced by deed of Lavenia Porcher and Chuck E. Williams to Lavenia Porcher and Ray Williams, dated October 10, 1990, found of record in the Office of the Register of Deeds for Berkeley County in Deed Book A501, page 205.

FOR A FIRST CAUSE OF ACTION
(Nuisance and Continuing Nuisance)

6. Plaintiff repeats and re-alleges each and every allegation of the foregoing paragraphs, inclusive as if fully set forth herein *verbatim*.
7. Defendant, constructed or caused to be constructed a fence around the perimeter of Defendant's property.
8. Defendant's construction, or role in the construction of the fence, has impeded the lawful access to the Plaintiff's property.
9. Defendant's maintaining and continuing an unauthorized and unpermitted condition and activity on her land as herein described constitutes an unreasonable, unnecessary and unwarranted interference with Plaintiff's property and invasion thereof and is the direct and proximate cause of Plaintiff's loss and ability to fully and exclusively use and enjoy his lands, all of which has damaged the Plaintiff and for which he is entitled to damages, both actual and punitive.

FOR A SECOND CAUSE OF ACTION
(Negligence)

10. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing paragraphs, inclusive, as if fully set forth herein *verbatim*.
11. As hereinabove alleged, Defendant constructed or caused a fence to be constructed on her land.
12. Defendant was at all times and places mentioned negligent, grossly negligent, wanton, willful and careless in one or more of the following particulars:
 - a. In constructing or causing to be constructed a fence on the Defendant's land, and in doing so neglecting, refusing and failing to take into account the right of peaceful enjoyment by the Plaintiff of his property.
 - b. In impeding, obstructing, and interfering with Plaintiff's ingress and egress despite unequivocal, unambiguous, and clear language in Defendant's chain of title establishing Plaintiff's rights, privileges, and entitlements under the herein described easement.

- c. In affecting and interfering with the private use and enjoyment by the Plaintiff of his property.
 - d. In neglecting, refusing and failing to investigate and determine in advance of construction of the fence whether she had a right, license or privilege to do so, or if she did such an examination to heed, abide by and respect the advice of her lawyers that she had no such right, license or privilege.
 - e. In neglecting, refusing and failing to act in such a way as a reasonably prudent person would have acted under the circumstances then and there prevailing.
13. As a direct and proximate result of the foregoing negligent acts, omissions and conduct of the Defendant, Plaintiff has suffered and will continue to suffer injury and loss and the diminution of the value of his land and be denied the full use and enjoyment thereof for which Plaintiff is entitled to damages, both actual and punitive.

FOR A THIRD CAUSE OF ACTION

(Injunction)

14. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing paragraphs, inclusive as if fully set forth herein *verbatim*.
15. As a result of the foregoing, and the continuing nature of the intentional and unauthorized activities of the Defendant and her flagrant disregard of the rights of the Plaintiff, she has caused and will, unless enjoined by this Court, continue to cause immediate and irreparable harm and damage to the Plaintiff for which there is no adequate remedy at law.
16. Plaintiff is entitled to a mandatory temporary and permanent injunction requiring Defendant to remove the wrongfully constructed fence from her property.

FOR A FOURTH CAUSE OF ACTION

(Declaratory Judgment)

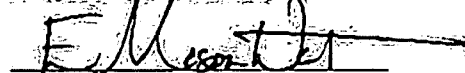
17. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing paragraphs, inclusive as if fully set forth herein *verbatim*.
18. Plaintiff brings this action together pursuant to the provisions of the S.C. Code Ann. § 15-53-10, "*Uniform Declaratory Judgments Act*"; for the purpose of obtaining an order of this Court declaring and establishing that Plaintiff, has all rights, privileges, and

entitlements to the herein described easement, and shall enjoy the same without interference, obstruction or impediment of the Defendant.

WHEREFORE, having fully set forth his Complaint herein, Plaintiff would pray for an order and judgment as follows:

1. For actual and punitive damages for nuisance and continuing nuisance;
2. For actual and punitive damages for negligence;
3. For a temporary and permanent mandatory injunction against the Defendant from obstructing the use of the herein described easement, and for the immediate removal of the fence;
4. For a determination that Plaintiff, has all rights, privileges, and entitlements to the herein described easement, and shall enjoy the same without interference or impediment of the Defendant; and
5. For the costs of this action and for such other and further relief as this Court deems just and proper in the premises.

Respectfully submitted,



E. Mason West, Esq.

John S. West, Esq.

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April 19, 2017
Moncks Corner, SC 29461

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-08-1029

ALFRIGH G. WILLIAMS,)
)
Plaintiff,)
)
v.)
)
MYRA L. SCOTT,)
)
Defendant.)
_____)

ANSWER

17 MAY -4 PM 1:55
FILED
HARRIS BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

The Defendant, by and through undersigned counsel, hereby answers the Complaint of the Plaintiff as follows:

1. The Defendant denies each and every allegation contained in the Complaint unless specifically admitted herein and demands strict proof thereof.
2. The Defendant admits the allegations contained in paragraphs 1 thru 4 of the Complaint of the Plaintiff.
3. Regarding the allegations contained in paragraph 5 of the Complaint, the Defendant admits only that an easement is mentioned in the Deed referenced. The Defendant denies any other allegations contained in paragraph 5 and demands strict proof thereof.
4. To the extent that any response is required to paragraph 6 of the Complaint, the Defendant would refer to her responses set forth above.
5. The Defendant admits the allegations contained in paragraph 7 of the Complaint.
6. The Defendant denies the allegations contained in paragraphs 8 and 9 of the Complaint and demands strict proof thereof.

15

J.T.S.

7. To the extent that any response is required to paragraph 10 of the Complaint, the Defendant would refer to her responses set forth above.
8. The Defendant admits the allegations contained in paragraph 11 of the Complaint.
9. The Defendant denies the allegations contained in paragraphs 12 and 13 of the Complaint and demands strict proof thereof.
10. To the extent that any response is required to paragraph 14 of the Complaint, the Defendant would refer to her responses set forth above.
11. The Defendant denies the allegations contained in paragraphs 15 and 16 of the Complaint and demands strict proof thereof.
12. To the extent that any response is required to paragraph 17 of the Complaint, the Defendant would refer to her responses set forth above.
13. The Plaintiff makes no factual allegations in paragraph 18 but rather sets forth his intentions in bringing this action, therefore the Defendant neither admits nor denies paragraph 18.
14. In her Defense, the Defendant would show unto this Honorable Court that:
 - a. The Plaintiff's property is not landlocked but rather has a long-established access for ingress and egress used by owners of the property prior to the Plaintiff.
 - b. The easement claimed is not necessary.
 - c. The Defendant sought and received permission of a previous owner of the Plaintiff's property to erect her fence in its present location.
 - d. The permission granted by the previous owner acts as a waiver and/or an abandonment of any claim of easement.

JTS

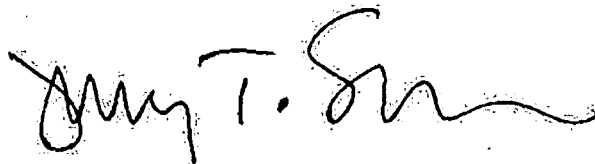
- e. The Defendant, in building her fence, expended great sums in reliance on the permission of the previous owner of the property.
15. Based upon the allegations set forth in the previous paragraph, the Defendant asserts the equitable defense of Waiver.
16. Furthermore, the Defendant would show unto this Honorable Court that the easement as intended in the original Deed recitation is ineffective in that it would require the Plaintiff to cross over and upon the property of other parties not named in this litigation to provide access to the Plaintiff's property.
17. In addition, the Plaintiff purchased the property as a Tax Sale auction after the Defendant's fence was constructed and as a result the Plaintiff cannot claim any greater ownership than the defaulting taxpayer (who had given permission to the Defendant to build her fence).
18. That based upon the allegations set forth in the previous paragraph and above, the Defendant would assert the affirmative defense of Assumption of the Risk, specifically:
- a. Plaintiff voluntarily purchased the subject property at a Tax Sale auction which is, by its nature, to some certain extent dangerous or risky.
 - b. Plaintiff knew the facts forming the dangerous or risky condition.
 - c. Plaintiff knew the condition was dangerous or risky.
 - d. Plaintiff appreciated the nature and extent of the danger or risk.
 - e. Plaintiff voluntarily exposed himself to the danger or risk.
 - f. Plaintiff assumed the risk of injury complained of and should therefore be barred from recovery against the Defendant.

J.T.S.

WHEREFORE having Answered the Complaint of the Plaintiff and having asserted equitable and Affirmative Defenses, this Defendant prays this Honorable Court dismiss this action with prejudice and award this Defendant legal and equitable relief as would be appropriate.

5/4/2017

Date



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South Carolina Bar # 13520

Attorney for the Defendant

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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF BERKELEY
ALFRIGH G. WILLIAMS,
Plaintiff,
vs. CASE NO. 2017-CP-08-1029
MYRA L. SCOTT,
Defendant.

HEARING BEFORE: DALE E. VAN SLAMBROOK

DATE: December 17, 2018

TIME: 1:14 PM

LOCATION: Berkeley County Courthouse
300-B California Avenue
Courtroom A
Moncks Corner, SC

REPORTED BY: Priscilla Nay,
Certified Shorthand Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES

Fast, Accurate & Friendly

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(INDEX AT REAR OF TRANSCRIPT)



1 (PLF. EXH. 1, Title History binder, was
2 marked for identification.)

3 (PLF. EXH. 2, Color photograph, was
4 marked for identification.)

5 (PLF. EXH. 3, Color photograph, was
6 marked for identification.)

7 (PLF. EXH. 4, Document, plat, was
8 marked for identification.)

9 (DFT. EXH. 1, Color photographs, were
10 marked for identification.)

11 THE COURT: Mr. West, you are
12 representing the Plaintiff. Is that right?

13 MR. WEST: That's correct, Your Honor.

14 THE COURT: And we are here on
15 2017-CP-08-1029, Williams versus Scott. Is that
16 right?

17 MR. WEST: That's correct, Your Honor.

18 THE COURT: Okay. All right. And do
19 you have Mr. Williams with you?

20 MR. WEST: That's correct.

21 THE COURT: Okay. And you're Ms.
22 Scott?

23 MS. SCOTT: Yes, sir.

24 THE COURT: All right. Good afternoon,
25 Ms. Scott. And, Mr. Gibson, you're representing

1 Ms. Scott. Is that right?

2 MR. GIBSON: Yes, I am, Your Honor.

3 THE COURT: And we had a brief pretrial
4 and I understand that y'all are prepared to go
5 forward. Is that right?

6 MR. GIBSON: That's correct.

7 THE COURT: You've premarked exhibits
8 and you've explained basically the outline of the
9 positions. And I've reviewed the pleadings and
10 y'all wish to waive openings. Is that right?

11 MR. GIBSON: That's correct.

12 THE COURT: Okay. We also discussed
13 whether there was any possibility of mediating the
14 matter and y'all wanted to dispense of that as you
15 felt it would be more efficient going forward with
16 a trial today. Is that right?

17 MR. GIBSON: That's correct.

18 MR. WEST: That's correct, Judge.

19 THE COURT: All right. Mr. West.

20 MR. WEST: Thank you, Your Honor. May
21 it please the court. I'd call my client, Al
22 Williams to the stand.

23 THE COURT: Mr. Williams, come on up
24 right over here.

25 ALFRIGH G. WILIAMS



1 being first duly sworn, testified as follows:

2 THE COURT: Give your name, spell your
3 last name for the court reporter, and give her your
4 address. Okay, Mr. West.

5 EXAMINATION

6 BY MR. WEST:

7 Q. Could you please spell your full name
8 for the court reporter, please.

9 A. My name is Alfrigh G. Williams --
10 that's A-L-F-R-I-G-H -- G. Williams,
11 W-I-L-L-I-A-M-S.

12 Q. And your address?

13 A. I live at -- reside at 1565 Boston
14 Grill Road, Mount Pleasant 29466.

15 Q. Do you own any property in Berkeley
16 County?

17 A. Yes, sir.

18 Q. Okay. And could you tell the Court a
19 little bit about that property.

20 A. I bought that property. Well, my
21 brother ran into hard times and I got the property
22 from Mr. Glenn Ward. He sold it back to me because
23 he bought it at a auction, property auction sale.

24 Q. Okay. And what is the address of that
25 property?

1 A. I think it's 21 Psalms Lane.

2 Q. Is that 124 Psalms Lane?

3 A. Yes.

4 Q. Okay. And that's in Berkeley County?

5 A. Yes.

6 Q. Okay. And just to give the Judge a
7 little description of where that property is, what
8 part of the county is that in?

9 A. It's in Cainhoy.

10 Q. Okay. Do you know anything about the
11 history of that piece of property?

12 A. Yes. I stayed there, my brother. We
13 had about I want to say four trailers back there.

14 Q. Okay. How long has the family been on
15 that property?

16 A. Since the property was bought in the
17 '70s, I think.

18 Q. I'm going to show you a quick couple of
19 pictures.

20 MR. WEST: We've already marked these,
21 Judge, for the record and I've shown them to
22 opposing Counsel.

23 BY MR. WEST:

24 Q. I'll show you Plaintiff's Exhibit 2 and
25 3. Do you recognize that those?

1 A. Yes.

2 Q. And Number 3?

3 A. Yes, sir.

4 Q. Okay.

5 A. Yes.

6 Q. Are those accurate representations of
7 the property you just described?

8 A. Correct. Yes, sir.

9 MR. WEST: Okay, if I could pass that
10 up to the Judge. May I approach?

11 THE COURT: Plaintiff's Exhibit 2 and
12 3, is that right?

13 MR. WEST: That's right.

14 BY MR. WEST:

15 Q. Now, I'm also going to show you
16 Plaintiff's Number 1.

17 MR. WEST: Judge, I've already gone
18 over this with court reporter, but this is a large
19 notebook that contains the title history of both
20 properties, the property of the Defendant, Myra
21 Scott, as well as the title history to the property
22 of my client, Mr. Al Williams.

23 Just for demonstration purposes, I
24 would like you to identify for the Judge where on
25 the map -- the GIS map which property or parcel

1 is yours.

2 A. This one right here. (Pointing to
3 document)

4 Q. Could you read that number out.

5 A. 62301041.

6 Q. Okay. And that's located behind the
7 Defendant, Myra Scott's property?

8 A. Yes, sir.

9 Q. Now, you had briefly described how you
10 obtained the property.

11 A. Yes.

12 Q. Go into a little bit more description
13 about that.

14 A. Well, my brother ran into a hard time
15 and Mr. Ward -- he known the family and at the
16 time if he had lose (sic) the property he wouldn't
17 have had no place to stay. So I bought the brought
18 back myself.

19 Q. Okay. When you bought the property did
20 you understand there to be an easement across Myra
21 Scott's property?

22 A. Oh, yes, sir. Yes, sir.

23 Q. Okay. When you bargained for that
24 property that was part of your bargain?

25 A. Yes.

1 Q. All right. Now, what has happened to
2 the property that brought this matter into dispute?

3 A. Well, before there was -- there was a
4 house there and I think the house burned down or
5 they torn it down and got the double-wide trailer
6 and people told her that the trailer was too big.

7 MR. GIBSON: Objection, Your Honor.
8 This calls for hearsay.

9 THE COURT: Yes. Yes. Don't ask --

10 THE WITNESS: Okay.

11 THE COURT: -- for say hearsay.

12 THE WITNESS: Okay.

13 THE COURT: Mr. Williams, don't testify
14 about what other folks told you. Okay?

15 THE WITNESS: Okay. Well, just what I
16 heard. Okay.

17 BY MR. WEST:

18 Q. What happened to Ms. Scott's property
19 that brings us here today?

20 A. She closed the fence off where we can't
21 get to our property. She had the front gate at the
22 very front set off where we couldn't get in or out.
23 And if we had crossed that barrier, I mean, we
24 would have been trespassing.

25 Q. Okay. So you've been locked out?

1 A. Locked out, right.

2 Q. All right. And you are familiar with
3 the family history that over the course of time
4 people have used that property to access the lot
5 that you currently own?

6 A. Yes. Yes.

7 Q. Okay.

8 A. Since the '70s. Since the property was
9 bought.

10 Q. Okay. Do you have a key to the gate?

11 A. No. Huh-uh.

12 Q. Okay. Have you ever been allowed on
13 the property since the gate was erected?

14 A. We go on there, but not to say drive.
15 You know, I maybe mess up her lawn. So, I mean, if
16 we would have done that that would have been other
17 issues right there. So we just more likely stay
18 off it.

19 Q. Have you ever had any direct
20 conversations with Ms. Scott?

21 MR. GIBSON: Objection, Your Honor.
22 ~~He's leading the witness.~~

23 THE COURT: Don't lead the witness.

24 BY MR. WEST:

25 Q. Have you ever talked with Ms. Scott and

1 been given any indication that you're not allowed
2 on your property?

3 A. I tried -- I tried and spoke with her
4 several times because we got -- we got stuff back
5 there I want to get off the property and the only
6 way I can get on the property is going through her
7 yard right -- which she got fenced in and I get --
8 I get no response.

9 I went there one time to talk with her
10 and she was -- her and her son was cleaning up on
11 the outside of the house and she meet me half the
12 way and ran back into the back yard. You know,
13 like why did she ran back into the back yard? We
14 had to walk back there together and continued
15 picking up trash. But the only thing that I got
16 was like she had her cell phone on record waiting
17 for me to come back there and act up. You know
18 what I mean? But -- which I didn't. I said, I'll
19 talk to her a later time.

20 Q. Okay. What are some of the things
21 you'd like to do to the property?

22 A. Well, I would like to put a house back
23 there, but I can't do nothing.

24 Q. Why not?

25 A. Well, because she's got everything

1 blocked off.

2 Q. Okay.

3 A. I have no access.

4 Q. All right. And other than putting a
5 house up there is there any projects you'd like to
6 do on the property?

7 A. Yeah. I got trees. Timbers got to
8 come off before I do anything else. That's the
9 first start. The timbers got to come off.

10 Q. All right.

11 A. I got to get all that stuff from back
12 there.

13 Q. How about -- has anything happened in
14 recent months due to the storms or anything like
15 that that's stopped you?

16 A. Oh, yeah. Yeah. Yeah. Yeah.

17 Q. Tell the -- the judge a little bit
18 about that.

19 A. Well, we've got stuff we want to pick
20 up, but we can't do it. We can't -- we can't
21 travel through her yard because that would be a
22 ~~issue right there with her lawn because if we tear~~
23 up the lawn we would have to go back and fix it.

24 Just like I said before, I tried
25 contacting her but she never would return my phone

1 calls. So all that stopped me from doing anything.

2 Q. Okay.

3 A. And I can't do nothing without her
4 permission since she got her fence up there.

5 Q. Are there any signs on the fence?

6 A. No signs at all, no.

7 Q. Has there ever been any signs?

8 A. No. You know what? I -- I -- I want
9 to say I don't -- she might have a no trespassing
10 sign out front, but I ain't too sure about that.

11 Q. Okay. Now, does anybody currently live
12 on the property that's out there?

13 A. That she's on?

14 Q. No. On the lot that you own.

15 A. My brother, Chuck, right here.

16 Q. Okay. And tell us a little bit about
17 that.

18 A. Okay. Chuck, he stays back there, him
19 and his wife. He's -- he -- he don't go through
20 there because he was told to stay off of there. So
21 he don't go on it and -- which it's bad enough
22 because, I-mean, he took sick.

23 His wife took sick when they got --
24 they strolled from the back end of the property to
25 the main highway to get medical service, you know,

1 because the EMS and stuff can't get back there to
2 them. I think that's kind of awkward there, too.

3 Q. Do you have any personal knowledge of a
4 situation to that extent?

5 A. Pretty much. Pretty much.

6 Q. Tell me a little bit about that.

7 A. Well, I just find out -- I mean, well,
8 I can't say I just find out. But him and his
9 wife -- well, on separate occasions both of them
10 were gurneyed out there from the back end to the
11 highway, you know, and I was surprised that that
12 happened. Everybody known that except me.

13 Q. Okay. This -- so this fence that's
14 been erected has been a major problem for you?

15 A. It's been a major problem, especially
16 one at the front gate. We had -- we had the
17 officers call out there several times and they was
18 like, well, if she put -- if she lock the gate back
19 up just tear them down, you know. But that would
20 have been more problems, you know. We would have
21 been fighting among the next one. So we just let
22 it go on for years. I think for now she left the
23 gate open, you know, going back there but we don't
24 go back there because everything is still boxed in.

25 Q. Okay. Describe the fence a little bit

1 for the judge. Is it a wood fence? A metal fence?

2 A. It's a wooden fence.

3 Q. Okay. And when you say there's a gate
4 there's a gate closest to Cainhoy Road but the back
5 end of the property does not have a gate?

6 A. It doesn't have a gate. It has a
7 board, a -- well, a piece of the fence fell down
8 during the storm and Chuck decided that he wasn't
9 going to put it back up. So he leave it down on
10 the ground.

11 Q. Okay. What is it that you'd like to
12 happen as a result of this lawsuit?

13 A. For one she have to -- well, I would
14 give her two options. Either she take that fence
15 and push it tight where her house is and we travel
16 on the back end of that fence or she move -- turn
17 her trailer the opposite way where we can get on
18 the other side to the property.

19 Q. Could you accomplish the things that
20 you want on your property if a gate was erected on
21 the back end of the property?

22 A. Yes. Yes.

23 MR. WEST: I have no further questions
24 at this time.

25 THE COURT: Mr. Gibson.

1 MR. GIBSON: Thank you, Your Honor.

2 EXAMINATION

3 BY MR. GIBSON:

4 Q. Mr. Williams.

5 A. Yes, sir.

6 Q. Just for your information, I do have a
7 speech impediment. I have a hearing loss. So...

8 A. I -- I got them, too.

9 Q. So if you can't understand what I'm
10 saying just ask me to repeat myself. Okay?

11 A. Okay.

12 Q. All right. You had mentioned that --
13 how long did you live at that piece of property
14 before you moved to Mount Pleasant?

15 A. How long I lived there?

16 Q. Yes, sir.

17 A. I had a trailer back there I want to
18 say three or four years, yeah. For myself, yeah.

19 Q. What time period are we talking about?

20 A. Back in the '80s. Let's see. Back in
21 the '80. Right. Yeah.

22 Q. Did you ever have other means of
23 ingress or egress that to get to your property
24 other than going through Ms. Scott's property?

25 A. That was the only way of going in

1 because everything else was bush, woods all around
2 us. As you can see if you've got a picture of the
3 map where we used to cross over the yard, all that
4 was woods. That didn't get cleared out until she
5 got her trailer there and she chopped everything
6 down.

7 Q. That's not my question.

8 A. I know.

9 Q. My question is, is there another --

10 A. Exit?

11 Q. -- means of access --

12 A. That was it.

13 Q. -- to get to your property by way of
14 Asby Road?

15 A. Asby Road?

16 Q. Yes, sir.

17 A. If you had a map in the front of you I
18 could have show you where Asby Road goes at.
19 You've got -- you've got to go through -- all
20 right. I'm going to call it -- well, Sugar Bay --
21 well, you got to go through her yard and you got to
22 go through Asby Road. All that's part of her
23 property.

24 Asby -- you've got a house, a trailer,
25 and another trailer. There's no possible way. And

1 once you get through that obstacles you've got to
2 go through the bushes and then you've got to come
3 over to next side to me. There's no way you can
4 get to them. That's like right in front somebody
5 front door on their porch and then come over.

6 Q. The -- isn't there a large vacant lot
7 right behind your property?

8 A. At it ain't vacant no more. It --
9 somebody else have that.

10 Q. Okay. And have you ever driven to your
11 property from Asby Road?

12 A. No.

13 Q. And Asby Road is a dedicated road,
14 correct?

15 A. No.

16 Q. It's not a dedicated --

17 A. No.

18 Q. -- road?

19 A. Huh-uh.

20 Q. Who maintains it?

21 A. Who maintains it?

22 Q. Yes, sir.

23 A. I guess they do that theirsself because
24 it's a dirt road.

25 Q. Okay.

1 A. That's about three -- I want to say
2 300 foot off the paved -- hill -- paved road.

3 Q. So Asby Road is not paved?

4 A. No.

5 Q. Okay.

6 A. Unless Asby Road goes all the way
7 around that corner, I couldn't tell you. But Asby
8 Road is the road I'm saying going right on the side
9 of Sugar Bay going on the back to where Asby is at.

10 Q. Are you aware that Ms. Scott does not
11 own the property between her house and Cainhoy
12 Road? Are you aware of that?

13 A. The main road?

14 Q. Main road and her property.

15 A. No. That's somebody else's property --

16 Q. Correct.

17 A. -- where you have to travel over to get
18 to her property.

19 Q. That's right.

20 A. Right. They don't -- one, two, three,
21 four. I want to say four houses right there. We
22 don't own that. We don't own that stretch right
23 there. Somebody else own that.

24 Q. Do you have an easement to go across
25 that property?

1 A. That's -- that's what we had when --
2 when I obtained the property, and when my brother
3 obtained -- obtained the property we all went
4 through there.

5 Q. That's not my question. Do you have a
6 recorded easement that allowed you to go from the
7 main road up to Ms. Scott's property?

8 A. All right. I'm going to say from --
9 from what's on the deed it is one.

10 Q. That's a separate easement. The
11 easement you're referencing to only pertains to
12 Myra Scott's property. What I'm directing your
13 attention to is the property between her house and
14 the main road. Do you understand what I'm saying?

15 A. Okay. Well, they have a street sign
16 there going for Psalms Lane in the back.

17 Q. That's correct. Do you own that piece
18 of property?

19 A. No, I don't.

20 Q. Are you aware that there is an easement
21 only directed to Myra Scott and the Smalls family?
22 Are you aware of that?

23 A. Right. That's on her -- on her right-
24 hand -- on her left-hand side, yes. That's what's
25 on the map that I'm going by now in my mind.

1 Q. I see.

2 A. That's where her and the fence meet.
3 If you want to use that easement it's supposed to
4 be in red. We're going right through her garage or
5 something like that.

6 Q. What's been marked as Defendant's
7 Exhibit Number 1-A --

8 MR. GIBSON: Here you go, Judge.

9 THE COURT: 1-A? Is that right? I've
10 got B on this one.

11 MR. GIBSON: This is A. I have A on
12 mine. I know what you did. You put A, B, and C
13 sort of collectively on one?

14 THE COURT REPORTER: Yes. I just put
15 letters on the pictures for you to assist because I
16 know you wanted it as one exhibit.

17 BY MR. GIBSON:

18 Q. You have C on the right-hand corner.
19 What I'm going to show you --

20 THE COURT: These are A that we're
21 looking at?

22 MR. GIBSON: Yes, Your Honor.

23 THE COURT: Okay. So I'm going to --
24 this is A on mine. Okay.

25 THE WITNESS: Okay. From the deed

1 itself, right?

2 BY MR. GIBSON:

3 Q. No. I'm not asking about the deed.

4 I'm just asking you, are you familiar with this
5 location?

6 A. Yes.

7 Q. Okay.

8 A. This is her house and this how we used
9 to go in the back and curve over and go straight in
10 the back.

11 Q. Okay. And this is the main road?

12 A. That's the main road, right.

13 Q. And what --

14 A. What you're asking is -- is we don't
15 own this piece of property right here.

16 Q. I understand that. What I'm directing
17 your attention to is this -- this dirt if you
18 will -- do you see right here?

19 A. Yeah.

20 Q. Do you own that property?

21 A. Do I own it? Well, if I own that
22 mailbox there I own that piece of dirt right there.

23 Q. Do you have a deed of ownership to that
24 piece of property?

25 A. Not on the main highway right there.

1 Q. Are you aware that Ms. Scott and the
2 Smalls family they have a recorded easement to go
3 from the main road to the house. Are you aware of
4 that?

5 A. Okay. Yes.

6 Q. Are you aware of that?

7 A. I mean, that's how they get to their
8 home.

9 Q. Right. Do you have permission to go
10 across that property?

11 A. Yes. I do have permission.

12 Q. From whom?

13 A. Well, I don't know because I obtained
14 the property from somewhere but that's the only way
15 we can get back to the property. When my aunt sold
16 me the property that's the way we came in right
17 there because she didn't have -- she didn't --
18 we -- the same way her house is right there I think
19 the easement is supposed to have been on that said,
20 but she had a thing right there.

21 Q. Okay.

22 A. If it was -- if -- if we couldn't use
23 this right here, well, we could use her driveway
24 and come on over and then go in the back.

25 Q. Are you aware over -- this side is also

1 owned by Seven Stick, LLC?

2 A. Right. This whole -- this whole piece
3 right there in the front of us.

4 Q. That's right. Correct.

5 A. Yes.

6 Q. You also have to get an easement from
7 Seven Stick, LLC. Are you aware of that?

8 A. Okay.

9 Q. Do you have one?

10 A. No. I don't have one.

11 Q. So are you aware if you go across this
12 property you could be trespassing?

13 A. Yeah.

14 Q. You're aware of that?

15 A. If I take her -- if I go through her
16 driveway -- so if I wouldn't go through her
17 driveway I'll still be trespassing?

18 Q. Yes.

19 A. Oh, yeah? To go to my own property
20 even if I'm on her property going inside?

21 Q. Nobody owned this -- in your family
22 owns this piece of property.

23 A. Okay. So she got -- she got -- she
24 got -- she got the deed right from whoever you said
25 that piece of the middle from, right?

1 Now, if I go in her driveway and goes
2 (sic) into her front yard and goes in the back of
3 mine I'm still trespassing?

4 Q. I'll let the judge explain that to you
5 or your lawyer. It's my understanding -- are you
6 planning on selling that property?

7 A. I ain't had a mind of selling no
8 property. You know what? That's the only thing --

9 MR. GIBSON: Your Honor, if I could ask
10 him the question.

11 THE COURT: I think he was answering.

12 THE WITNESS: Excuse me.

13 THE COURT: Just ask --

14 MR. GIBSON: Excuse me.

15 THE COURT: Just ask him the question.
16 Then when he asks you a question you answer it
17 first --

18 THE WITNESS: Okay.

19 THE COURT: ~~==~~ and then you can explain
20 it if you need to.

21 THE WITNESS: Okay.

22 MR. GIBSON: Thank you.

23 THE COURT: All right.

24 THE WITNESS: Go ahead.

25 BY MR. GIBSON:

1 Q. Are you planning on selling the
2 property back to your brother Chuck?

3 A. No. I wasn't planning on selling the
4 property back to my brother Chuck.

5 Q. Have you or your brother been talking
6 about giving him a chance to buy back the property?

7 A. No. No.

8 Q. And are you planning on letting your
9 brother live on that property?

10 A. That's -- that's why I bought the
11 property so he could stay on there.

12 Q. Okay. Are you planning on moving to
13 that property?

14 A. I'm planning on -- I would like to
15 build a house on that property.

16 Q. Okay. And so are you planning -- let
17 me ask you this. How many dwellings are you
18 planning on putting on the property?

19 A. How many dwellings I plan on putting on
20 there?

21 Q. Yes, sir.

22 A. Well, if I built a house on that
23 property it will be for the family and I ain't
24 planning on staying there forever. Whoever behind
25 me, they'll have permission to go back there.

1 Q. So is Chuck Williams going to live in
2 that house?

3 A. The same house I'm going to build?

4 Q. Yes, sir.

5 A. If he wants to. That's my brother,
6 which I see he's in a mobile home now.

7 Q. I guess I'm trying to get some
8 clarification. So are you going to build a house
9 and you're going to allow your brother to live in
10 the trailer on the same property?

11 A. If he would like to.

12 Q. Okay. Have you checked with the
13 Berkeley County Planning Department to see if
14 that's allowed?

15 A. If I could build a house on there?

16 Q. Yes, and keep a trailer.

17 A. I can't get to that point yet. First
18 I've got to get the property clear off and then
19 once I draw up my papers they'll tell me what I can
20 do and what I can't do. It ain't up to me to
21 really make that decision. That's what I got in
22 mind to do.

23 MR. GIBSON: I have no further
24 questions, Your Honor.

25 THE COURT: Any follow-up?

1 MR. WEST: Briefly, Judge.

2 EXAMINATION

3 BY MR. WEST:

4 Q. When you bought the property you
5 understood there to be an easement across Myra
6 Scott's?

7 A. Right.

8 Q. Have you ever communicated to Myra
9 Scott that you did not want to use that easement?

10 A. No.

11 Q. Have you ever written her a letter that
12 said you didn't want to ease use that easement?

13 A. No. No.

14 Q. Is there any sort of writings,
15 recordings, or otherwise that would say you don't
16 want to use the easement across her property?

17 A. No.

18 MR. WEST: Okay. Nothing further for
19 this witness.

20 THE WITNESS: She just more like block
21 us out herself.

22 THE COURT: Okay. You can step down,
23 Mr. Williams. Thank you. And your next witness,
24 Mr. West.

25 MR. WEST: Thank you. I call the

1 Defendant, Myra Scott.

2 THE COURT: Ms. Scott, come on up.

3 MYRA SCOTT

4 being first duly sworn, testified as follows:

5 THE COURT: Give your name and spell
6 your last name and your address for the court
7 reporter, please.

8 THE WITNESS: My name is Myra Scott and
9 it's spelled S-C-O-T-T. I live at 18913 Rosings
10 Way, Triangle, Virginia 22172.

11 THE COURT: Mr. West.

12 MR. WEST: Thank you, Your Honor.

13 EXAMINATION

14 BY MR. WEST:

15 Q. Ms. Scott, you own the piece of
16 property in front of my client, Al Williams. Is
17 that correct?

18 A. That's correct.

19 Q. Okay. And he owns the back lot right
20 behind you. Is that correct?

21 A. That's correct.

22 Q. Okay. Do you have any contentions
23 against the pictures or exhibits that have already
24 been passed up?

25 A. No, I do not.

1 Q. Okay. Do you understand there to be an
2 easement across your property into his property?

3 A. I do.

4 Q. Okay. Do you in any way dispute the
5 existence of an easement?

6 A. I do not.

7 Q. Okay. Have you erected a fence around
8 your property?

9 A. Yes, I have.

10 Q. Okay. Do you keep the gate locked?

11 A. No, I don't.

12 Q. Okay. How about the back portion of
13 the fence? Is there an entryway from into Al
14 Williams' property?

15 A. It is a wooden privacy fence. No, it's
16 not.

17 Q. Okay. So it is completely blocked off?

18 A. It is a closed in fence.

19 Q. All right. Do you -- have you ever
20 permitted Al Williams to go across your property
21 into his?

22 A. After Al purchased the property -- and
23 I'm not sure certain that -- I believe in 2015 or
24 2016 I received a phone call from Al informing me
25 that he purchased the property.

1 Q. Okay. But you've stopped him from
2 getting to his property. Is that correct?

3 A. No.

4 Q. You have not?

5 A. No, I have not.

6 Q. So if we were to leave here today you
7 wouldn't have any problem with him going across
8 your yard?

9 A. When Mr. Williams contacted me and
10 informed me that he purchased the property he asked
11 me to have my -- to take down my fence and I told
12 him I will not take down the fence because his
13 brother Chuck Williams who resided -- who still
14 lives on the property had gave me permission to
15 install my privacy fence.

16 Q. Okay. Do you have any writing that
17 says that?

18 A. No. As you're aware we had no
19 recording of that. It was a conversation between
20 Chuck Williams and I.

21 Q. Okay. So do you remember when that
22 was?

23 A. Yes. That was shortly after my mom
24 passed in 2011. I had the privacy fence installed
25 in 2012, early 2012.

1 Q. Okay. Tell the Judge a little bit
2 about where people used to go across the yard.

3 A. When that property was purchased in
4 1980 Al Williams and his brothers -- they had all
5 rotated living on that property. When that
6 property was purchased there was two buildings in
7 the yard. There was no -- no -- no way to access
8 their home through the yard. There was my
9 grandmother's home on the right side of the yard
10 and there was her church on the left side of the
11 yard. So if they used any means to get to their
12 home they probably cut through her -- her yard on
13 foot, but there no was no way to access that home.
14 In the past, even from the time they all lived on
15 that property, they accessed their home through
16 Asby Drive.

17 Q. So it's your testimony in contradiction
18 that what Mr. Williams has testified to that people
19 didn't use the property that you now own to get to
20 the lot?

21 A. Yes. That's correct.

22 Q. Okay. And it's your testimony that the
23 only way that they used it was by foot?

24 A. As best I recall because we were all
25 younger. It was in the 1980s. They could not

1 drive through a building. There was two buildings
2 in that yard.

3 Q. And when did they come down?

4 A. Late '90s.

5 Q. And after -- in the late '90s what
6 happened to the property then?

7 A. After there was one -- that leaves one
8 building on that property and there was no
9 driveway.

10 Q. Okay.

11 A. There was -- your client's brother who
12 lived on the property continued to use Asby Drive
13 to access his home.

14 Q. I'm going to show you Plaintiff's
15 Exhibit 4. Do you recall that document?

16 A. Yes, I do.

17 Q. Okay. And tell the Judge about what
18 that is.

19 A. This document as I explained to you in
20 August during the deposition --

21 Q. I'll stop you right there, okay? The
22 Judge wasn't there for the deposition. So I'm
23 asking you these questions so you can educate the
24 Judge as to what these questions are about.

25 A. Okay. Sir, as I explained in August of

1 this year to Mr. West if you look at this Psalms
2 Lane was never -- this is where the home was at.
3 That's -- this -- this was never recorded. This is
4 where our home -- so that drive-through or this
5 path was not there. This is incorrect.

6 MR. WEST: Okay. Judge, may I
7 approach?

8 THE COURT: Please. Is this part of
9 Number 1?

10 MR. WEST: This is Plaintiff's Exhibit
11 4. It's separate.

12 THE COURT: Separate. Okay. Thank
13 you.

14 BY MR. WEST:

15 Q. You commissioned a surveyor to draw a
16 plat for you. Is that correct?

17 A. I did. That's correct.

18 Q. That was Mr. Mason?

19 A. Yes.

20 Q. Okay. And Mr. Mason on that plat drew
21 a road from Cainhoy Road to my client's property on
22 the plat. Is that correct?

23 A. On the plat you just showed me?

24 Q. On the plat I just showed you.

25 A. Yes.

1 Q. Okay. How would he know that there was
2 a road to draw on the plat if there was not a road
3 on the property?

4 A. If you take a look at that plat again,
5 sir, you will see that what Mr. Homer Mason marked
6 as Psalms Lane is actually Ephesians Lane and then
7 where Psalms Lane -- where the sign exists today
8 it's -- it's blank. It has nothing absolutely
9 there. And if you look at the plat that's recorded
10 you will see that there is a difference, that
11 Psalms Lane is not on that plat where Mr. Mason has
12 it to the right. It's to the left of the plat.

13 Q. The dotted line on the plat that you
14 had commissioned you're saying is not evidence of
15 an existing road at the time that Mr. Homer Mason
16 went out to the property?

17 A. No, sir. The plat was never
18 recorded --

19 Q. Okay.

20 A. -- because the road was mismarked.

21 Q. But he drove because it because he went
22 to the property, right?

23 A. That's the only way he could survey the
24 property, yes.

25 Q. Okay. So he would base what he drew on

1 his plat off of what he saw?

2 A. And if you look at the second plat you
3 would see that he corrected his mistake.

4 Q. Okay. Well, you've already admitted to
5 this Court that you believe there is an easement
6 across your property. Is that correct?

7 A. It's recorded in the deed, sir.

8 Q. Okay. So where on your property do you
9 believe that it exists?

10 A. According to the -- the deed as it
11 reads Tract A it -- it mentions Tract A and
12 Tract B. I am not looking at it, but exactly what
13 it says in the deed then that's the answer to be
14 corrected.

15 Q. So -- okay. So and you're -- you're
16 not willing to move your fence?

17 A. The Judge will make that decision, sir.

18 Q. Okay. And you're not willing to erect
19 a gate. Is that correct?

20 A. The Judge is going to make his
21 decision, sir.

22 Q. Okay. So far you have not been willing
23 to take do either of those two things?

24 MR. GIBSON: Objection, Your Honor.

25 Asked and answered.

1 MR. WEST: I'll move on, Judge.

2 BY MR. WEST:

3 Q. You don't own the Seven Sticks
4 property, do you?

5 A. No, I do not.

6 Q. Okay. So do you have any interest in
7 whether my client has an easement against a
8 property that's not yours?

9 A. But I do own an easement from Seven
10 Sticks allowing me to cross their property to
11 access my home.

12 Q. Okay. But that doesn't have any
13 bearing on whether he can cross a property that's
14 not yours?

15 A. As a law-abiding citizen I believe he
16 should have the same permission from the owner as I
17 had.

18 Q. Okay. But you don't have any evidence
19 that he doesn't?

20 A. He just testified he didn't.

21 Q. Okay. Now, has my client ever
22 indicated to you that he doesn't want to use the
23 easement?

24 A. Your client contacted me when he
25 purchased the property to inform me that he

1 purchased the property. We did not discuss
2 anything other than removing that fence and your
3 client when I told him his brother gave me
4 permission when he lived there -- when he owned the
5 property before losing it to the delinquent taxes
6 his brother gave me permission just like my other
7 neighbors did to have my privacy fence installed
8 and I went and proceeded with having my fence
9 installed.

10 Q. Do you know how the trailers that are
11 there currently got to that property in the back?

12 A. During that time -- no, I don't.
13 During that time the trailer went on the property,
14 of course, I was still on active duty. So as
15 you're aware, I don't live in the State of South
16 Carolina, but I do have a home here.

17 I can tell you in 2004 when my mom's
18 trailer was delivered to her home it could not be
19 delivered until we had permission from the owners
20 of the property in front of us. So when Mr. Chuck
21 Williams' trailer was delivered, of course, my mom
22 wasn't on her property as well.

23 She lived with my sister at that time
24 during her illness. So we have no knowledge how --
25 I have no knowledge how his trailer was delivered

1 or whether he legally and lawfully obtained
2 permission the way we had to.

3 Q. Have you ever put up no trespassing
4 signs around your property?

5 A. There is a no trespassing sign in the
6 front of our property and in front of your client's
7 property as well. I think all the neighbors have
8 one.

9 Q. Okay. Was that specifically directed
10 at Al Williams?

11 A. The time that the no trespassing sign
12 put was put up in the front of the yard -- the only
13 one that still remains -- my mother was alive. So
14 I have no idea when she put it up there, but for a
15 period of time during her illness she lived in
16 North Charleston with my sister.

17 Because we had neighbors who would walk
18 through our property and things would disappear she
19 posted a no trespassing sign and -- and she had
20 every right to do so. That was her property.

21 MR. WEST: I have no further questions
22 for this witness at this time.

23 THE COURT: Any follow-up?

24 MR. GIBSON: Your Honor, I would
25 reserve my line of questions for Ms. Scott

1 during her case.

2 THE COURT: Okay. You can step down,
3 Ms. Scott.

4 THE WITNESS: Thank you, sir.

5 THE COURT: Mr. West.

6 MR. WEST: I'd call Chuck Williams to
7 the stand.

8 CHUCK E. WILLIAMS
9 being first duly sworn, testified as follows:

10 THE COURT: Thank you. Give your name
11 and spell your last name and your address for the
12 court reporter.

13 THE WITNESS: My name is Chuck E.
14 Williams. I live at 124 Psalms Lane, Wando, South
15 Carolina.

16 EXAMINATION

17 BY MR. WEST:

18 Q. Is that the piece of property that
19 we're here in dispute about today?

20 A. Yes, sir.

21 Q. Okay. And how long have you lived
22 there?

23 A. I buy that property -- I come out
24 school in '79 from North Carolina and me and my
25 grandmama purchased the property together.

1 Q. Okay. When you purchased the property
2 did you have an easement across Myra Scott's?

3 A. Yes, sir.

4 Q. Okay. Now, tell the Court a little bit
5 about how the property ended up in your brother's
6 hands.

7 A. Okay. After I had a stroke -- I can't
8 sit down and talk that long, but I lose the
9 property after I had my stroke and -- and when
10 y'all talking about the -- the easement going to
11 the front the sign then right there -- now what
12 she's saying -- Ephesians Court and all this
13 here -- the sign didn't come out until after 911.
14 The address was going back to -- to Wando and
15 that's -- was the address back there at the time.
16 But it was an address going back there because that
17 was four trailers back there.

18 So when the house -- the church --
19 because where the house was at the house burned
20 down. That was supposed to be the main driveway,
21 but her -- my auntie gave my grandma the right to
22 use the road going right by the church and that was
23 the road going in between the church, the neighbor
24 house. It was a thing going back there.

25 Q. Okay. So the families historically

1 used Myra Scott's property to get to the back lot?

2 A. Yes, and the front lot -- the front lot
3 for everybody got the same lot -- was behind on
4 that lot. Nobody was supposed to own that lot.
5 That's just the right-of-way for everybody to go to
6 their property on that lot.

7 Q. Okay. And do you believe that there's
8 still an easement back to that property today?

9 A. Yes. There's an easement going back
10 there.

11 Q. Okay. Have you ever communicated to
12 Ms. Myra Scott that you wished to give up that
13 easement?

14 A. No. When -- when I wake up one morning
15 my neighbor and them -- they was putting up the
16 fence and I bring my -- I bring my plat out the
17 house and I show them -- I said, I have a
18 right-of-way. Myra tell me that I did not have a
19 right-of-way to come back there and I did have a
20 right-of-way.

21 But where her driveway at showing on
22 the -- the plat that supposed to be the main
23 driveway. If it was any confusion about where
24 the driveway supposed to go at the county put
25 the sign -- the sign out there and they give me

1 124 Psalms Lane. The right-of-way going there,
2 that's when all the trailers were going there. My
3 brother used to bring a big truck in the back and
4 turn it around.

5 It was way back before you even see
6 anything going on until she get it clear off and
7 while she get -- after she get it clear out off put
8 the fence up because looking at -- where we live at
9 looking at -- the neighbor got like about five or
10 six cars in the yard to bring down the value of her
11 property. That's why the whole thing started. I
12 love my cousin, but what you're doing is wrong.

13 MR. WEST: I have no further questions
14 at this time.

15 THE COURT: Cross.

16 EXAMINATION

17 BY MR. GIBSON:

18 Q. Do you recall how wide it was from the
19 fence or the boundary and the church?

20 You testified there's supposed to be an
21 easement going right off the driveway all the way
22 to the back, correct?

23 A. Yes.

24 Q. Okay.

25 A. There was an easement that my aunt tell

1 my grandmamma -- my grandmama can't explain her
2 story -- to that where her house when where --
3 where they move from she bought over -- the
4 easement supposed to come from where Myra Scott
5 trailer at right now, the tip of that fence, going
6 to that -- that supposed to be the main easement
7 going.

8 Q. Are we talking about the left side or
9 the right side of Ms. Scott's --

10 A. The left side. My driveway on the
11 left -- on the right side.

12 Q. We're talking about the right side
13 facing the front of her trailer? I just want to
14 make sure I get these dimensions.

15 So as you are facing the front of her
16 trailer or are you talking about the left side of
17 her trailer where her driveway is or the right
18 side?

19 A. The left side going to my house. The
20 right side, that's supposed to be there. Okay.
21 Like I say, I can't talk too long. Your Honor, if
22 I can get down from here. --

23 THE COURT: What do you need to get
24 down from there for?

25 THE WITNESS: Okay. Because I am

1 getting upset.

2 THE COURT: Are you feeling poorly? Is
3 that what you're saying?

4 THE WITNESS: I want to get down.

5 THE COURT: All right. We'll take a
6 little break. We will come back to Mr. Williams,
7 if need be. Did you have anything else that you
8 were going to present?

9 MR. WEST: No further witnesses, Judge.

10 THE COURT: All right, Mr. Gibson, do
11 you want to take a little break and we can get back
12 to Mr. Williams or do you want to -- do you want to
13 go forward with yours? How do you want to proceed?

14 MR. GIBSON: Your Honor, I think the
15 best thing to do at the time -- I have Mr. Britt
16 here. I don't want him to wait on us. So with the
17 Court's permission I would like to go ahead and
18 call him as the first witness for Ms. Scott's case.

19 THE COURT: We'll go somewhat out of
20 order so we can come back to Mr. Williams when he's
21 feeling a little bit better. Who is this witness
22 again?

23 MR. GIBSON: Dean Britt, B-R-I-T-T.

24 DEAN BRITT

25 being first duly sworn, testified as follows:

1 THE COURT: Give your name and spell
2 your last name and provide your address to the
3 court reporter, please.

4 THE WITNESS: My name is Dean Britt,
5 last name spelled B-R-I-T-T. And I reside West of
6 the Ashley at 1302 New Castle Street in Charleston.

7 THE COURT: Mr. Gibson.

8 MR. GIBSON: Thank you, Your Honor.

9 BY MR. GIBSON:

10 Q. Mr. Britt, I appreciate you being here
11 today. What is your occupation?

12 A. I'm a land surveyor.

13 Q. How long have you been a land surveyor?

14 A. I've been a land surveyor for 24 years.

15 Q. And when you say a land surveyor you do
16 primarily surveys? Plats?

17 Do you do both commercial as well as
18 residential and acreage?

19 A. I do commercial, residential, boundary
20 surveys, boundary subdivisions.

21 Q. And are you familiar -- have you done
22 surveys or plats for Berkeley County?

23 A. I have.

24 Q. And so you're familiar with what's
25 required in Berkeley County?

1 A. Yes.

2 Q. And you have been asked to look at Myra
3 Scott's property?

4 A. I have.

5 Q. Okay. Have you been out there?

6 A. I physically have been on-site.

7 Q. Okay. And what did you observe when
8 you were -- let me backtrack. What preparation
9 did you engage in to determine an easement for
10 Ms. Scott's property?

11 A. I had document that referenced Psalms
12 Lane to the left and then I had a document that
13 referenced an easement crossing Ms. Scott's
14 property.

15 Q. Okay. Did you by any chance look at
16 the deed that originated the easement that's in
17 question today?

18 A. I did.

19 Q. Okay. I'm going to present to you that
20 which is a deed from Mary James Blunt to Devina
21 Porche and Chuck E. Williams dated September 2nd of
22 1980 which first references the easement. Is that
23 a deed that you looked at?

24 A. It is.

25 THE COURT: Hang on, Mr. Gibson. Which

1 deed are we looking at?

2 MR. GIBSON: Your Honor, that is part
3 of Plaintiff's Exhibit 1 that's in the title search
4 he has.

5 THE COURT: Which number is that in
6 here? I'm not sure if I'm following.

7 MR. GIBSON: I don't have a photocopy.
8 I didn't receive a copy of --

9 MR. WEST: What is the deed number that
10 you're looking at?

11 MR. GIBSON: The deed number is A4110 -
12 excuse me 410 at Page 46. Do you know what number
13 it is?

14 MR. WEST: I can assist, Your Honor, if
15 you like.

16 THE COURT: Show me which one it is in
17 here. I'm trying to find it. Thank you. All
18 right. I've got it. Thank you, Mr. Gibson. Thank
19 you, Mr. West. Go ahead, Mr. Gibson.

20 MR. GIBSON: Thank you, Your Honor.

21 BY MR. GIBSON:

22 Q. I'll present to you the deed I
23 referenced to. Are you familiar with that deed?

24 A. I am.

25 Q. All right. And down at the bottom it

1 describes the easement?

2 A. It does.

3 Q. And from what you gather -- and does it
4 specify as to the dimension of the easement? I'm
5 talking about the width.

6 A. It does not.

7 Q. Does it specify to where the easement
8 goes?

9 A. It does not.

10 Q. Now, you heard Mr. Williams talk about
11 the easement supposed to run along the left side
12 toward the back. You heard the testimony?

13 A. I did.

14 Q. And let me ask you this. I'm going to
15 present to you -- let me -- in that same deed what
16 plat is referenced to?

17 A. It's referenced to a plat of survey
18 that's attached as an exhibit within this deed.

19 Q. But does it describe the plat in the
20 body of the deed?

21 A. It does.

22 Q. And does it say what book and page that
23 plat is in?

24 A. It does.

25 Q. Can you provide that information?

1 A. Yes. It is recorded in Plat Book T at
2 Page 64.

3 Q. Okay. And I'm going to ask you if this
4 is the same plat that you just referred to.

5 A. It is.

6 Q. Okay. And if you were to accept
7 Mr. Williams' testimony when he said that the
8 easement runs off the road can you read -- what is
9 the width between the house and the boundary line
10 on the left side?

11 A. Three foot.

12 Q. Is there any way to have an easement
13 that's three foot wide?

14 A. Not to my knowledge.

15 MR. WEST: Objection, Your Honor. I
16 don't think we've laid the foundation as an expert.

17 THE COURT: Mr. Gibson.

18 MR. GIBSON: I'll be glad to go ahead
19 and go through the preliminary and qualify him as
20 an expert.

21 THE COURT: Are you asking for an
22 opinion as to --

23 MR. GIBSON: I'm asking for an opinion
24 as to whether a three-foot easement is -- under his
25 knowledge is doable.

1 THE COURT: Okay. Go ahead. I'll
2 allow the question.

3 THE WITNESS: No, it's not.

4 BY MR. GIBSON:

5 Q. And then if you look further up in the
6 plat there appears to be a chicken house?

7 A. Yes.

8 Q. And would that interfere with any
9 purported easement?

10 A. It would.

11 Q. And so that could not have been the
12 intended easement, could it?

13 A. One would not think so.

14 Q. Okay. Now, with that being said did
15 you have an opportunity to look at the property --
16 let me ask you this. Now, when you went on the
17 property -- and you went in the back yard?

18 A. I did.

19 Q. Did you see any roadway?

20 A. No, I did not.

21 Q. Did you see any evidence of any kind of
22 tire tracks back there?

23 A. No, I did not.

24 Q. And --

25 A. As Mr. Williams testified earlier it's

1 a grass lawn.

2 MR. GIBSON: Okay. Your Honor, just
3 for clarity this will be J.

4 BY MR. GIBSON:

5 Q. Is that -- are you familiar with that
6 picture?

7 A. I am.

8 Q. And what did that picture represent?

9 A. It represents the right side of
10 Ms. Scott's residence.

11 Q. Okay. And was it like that condition
12 when you went up there?

13 A. Yes.

14 Q. About how long ago was it when you went
15 up there?

16 A. About a week ago.

17 Q. And can you give the Court some
18 indication of what is the width from the wooden to
19 the house?

20 A. It's approximately 20 feet plus or
21 minus a foot or so.

22 Q. Would that be large enough for an
23 easement?

24 A. Yes.

25 Q. That's a more in depth picture of the

1 back lot. Is that correct?

2 A. Yes, it is.

3 Q. Okay. And again, do you see any type
4 of roadway?

5 A. I do not.

6 Q. Okay. And did that lead all the way
7 from the front of Myra Scott all the way to the
8 rear of her property toward Tract B, which is
9 Ms. Williams' property?

10 A. It does.

11 Q. And did you check to see the width, the
12 size, of Mr. Williams' property which we identified
13 as Tract B?

14 Did you find out the acreage of Tract B
15 which is behind or the rear of Ms. Scott's
16 property?

17 A. I did referring back to the recorded
18 plat book and page.

19 Q. What is the size of it?

20 A. It is .55 acres.

21 Q. Now, based on the Berkeley County
22 ordinance as well as the planning commission --

23 MR. WEST: Objection.

24 MR. GIBSON: -- what can somebody do --

25 MR. WEST: Your Honor, this goes



1 outside the scope of his ability to testify. He
2 doesn't work for Berkeley County. He's not on the
3 commission. He's a surveyor that draws plats.

4 THE COURT: Tell me the testimony
5 again.

6 MR. GIBSON: Sure. Based on Berkeley
7 County's ordinance and planning commission what
8 can Mr. Williams do with the property of that
9 dimension? He testified he had worked for Berkeley
10 County and he understands the ordinance and the
11 planning commission, what is required.

12 THE COURT: I guess he can testify as
13 to his opinion within the scope of his knowledge
14 and the rest of that will be subject to
15 cross-examination. So you can go ahead and answer
16 it.

17 THE WITNESS: Berkeley County requires
18 30,000 square feet which is about three quarter's
19 of an acre, .6 acres, for a one-dwelling unit,
20 piece of property for a well and septic tapping.

21 BY MR. GIBSON:

22 Q. So you only allow one dwelling?

23 A. That's correct.

24 Q. For one dwelling how wide can an
25 easement be? I'm talking about the minimal width.

1 A. It could vary. Typically we put -- we
2 install 20-foot easements on pieces of property
3 that meet the Berkeley County standards for
4 dwellings.

5 Q. But 20 foot is typically required for
6 what?

7 A. For multiple lots for --

8 Q. And Tract B wouldn't qualify for
9 multiple lots?

10 A. Tract B cannot be subdivided.

11 Q. And did you review the recorded
12 easement that Seven Stick, LLC gave to Myra Scott
13 and the Smalls family?

14 A. I reviewed the plat that referenced the
15 easement.

16 Q. Okay. And what is the plat that was
17 attached as Exhibit A to the recorded easement
18 between Seven Stick, LLC and Myra Scott?

19 A. It's a 25-foot total easement.

20 Q. Okay. When you -- all right. And who
21 benefitted from the -- let me ask you this. Where
22 is that easement located?

23 A. That easement is situated on the right
24 side of Ms. Scott's property, if you're standing on
25 the road looking at her property.

1 Q. And that would lead directly to where
2 fence is?

3 A. That easement, sir. Yes.

4 Q. All right. As far as that easement
5 Ms. Scott actually had a 12-and-a-half-foot
6 easement. Is that correct?

7 A. That is correct.

8 Q. And then the Smalls family had the
9 remaining 12 and a half percent?

10 A. That is correct.

11 Q. And the Smalls family is just on the
12 outside of Ms. Scott's property?

13 A. That is correct.

14 Q. Okay. And with that being said and
15 based on your knowledge as a survivor surveyor the
16 most logical place would be a straight shot, if you
17 will, from the fence all the way to the rear
18 leading to Tract B?

19 A. Yes.

20 Q. And, Mr. Britt, if you do that would
21 that kind of easement -- would that lessen the use
22 of the easement for Mr. Williams?

23 A. No, it would not.

24 Q. And would it increase the burden on
25 Mr. Williams for his use and enjoyment?

1 A. Not to my knowledge.

2 Q. And would that easement frustrate the
3 purpose for which the easement was created?

4 A. No, it would not.

5 Q. And that easement was created to
6 establish ingress and egress for Tract B?

7 A. That is correct.

8 Q. And it's your recommendation that the
9 easement should run along the inside of the lot for
10 approximately 12 and a half feet?

11 A. Most definitely.

12 MR. GIBSON: Okay. I have no further
13 questions.

14 THE COURT: Mr. West, any questions?

15 MR. WEST: Yes, Your Honor.

16 EXAMINATION

17 BY MR. WEST:

18 Q. Your last line of questioning is
19 proposing an easement across Ms. Scott's
20 property --

21 A. That's correct.

22 Q. -- but you'd have to removed the fence
23 to do so?

24 A. Yes.

25 Q. Okay.

1 A. Excuse me. I retract that. She would
2 not have to remove the fence to provide the access
3 to -- to provide the easement that's there. No.
4 She would not have to remove the fence.

5 Q. What would she have to do?

6 A. The easement is there.

7 Q. The easement is there --

8 A. Uh-huh.

9 Q. -- but it's a privacy fence?

10 A. Correct.

11 Q. It's blocked off in the back?

12 A. That's correct.

13 Q. So some adjustments would have to be
14 made?

15 A. Yes.

16 Q. Okay. Like what?

17 A. Removal of the fence.

18 Q. I'm sorry. Isn't that what I just
19 asked?

20 A. That's not what I understood.

21 Q. I'm sorry. I'm sorry if that was
22 confusing. Tell me what you would propose based on
23 your expert opinion as to where this easement
24 should be.

25 THE COURT: Mr. West, step back.

1 MR. WEST: I was looking at the
2 picture. I'm sorry.

3 THE COURT: Oh, okay. I'm sorry.

4 MR. WEST: He's got the plat in his
5 hand.

6 THE COURT: I didn't know you were
7 sharing the picture. I'm sorry.

8 MR. WEST: Yes. I'll step back,
9 though.

10 THE WITNESS: Okay.

11 BY MR. WEST:

12 Q. I'm not trying to get too close to you.
13 Based on your knowledge of the ordinances and
14 everything that you've testified to about the
15 Berkeley County requirements where is it in your
16 opinion that you're telling the Judge that this has
17 to be?

18 A. My opinion is that the easement should
19 run along the right side of the property line.

20 Q. Okay. And in order to do that there
21 would have be a removal of the fence?

22 A. That is correct.

23 Q. Okay. Based on your review and in your
24 expert opinion that's what the title work would
25 show as well?

1 A. Well, the title work didn't refer to
2 location of the easement.

3 Q. Okay. Now, when you went and took
4 these -- saw these pictures that Mr. Gibson had
5 been showing you that was some two years after the
6 fence had been erected. Is that correct?

7 A. I'm not sure when the fence was I
8 erected.

9 Q. Okay. And if it's a grass yard the
10 grass would have grown back in two years? That
11 doesn't stop there from being a trail from cars
12 there. Is that correct?

13 A. I didn't see any evidence, but that's
14 not to say that there's not a roadbed underneath
15 the grass bed area that I was unable to see. But I
16 did not see any evidence of a roadbed.

17 MR. WEST: Okay. No further questions
18 for this witness.

19 THE COURT: Any follow-up, Mr. Gibson?

20 MR. GIBSON: Yes, Your Honor.

21 BY MR. GIBSON:

22 Q. Mr. Britt, did you by any chance have a
23 chance to survey Asby Road?

24 Do you know anything about Asby Road?

25 A. Nothing in depth other than it's -- it

1 serves properties behind Ms. Scott's property on
2 several properties back there.

3 Q. Do you know if it is a dedicated road?

4 A. No, I do not.

5 Q. And do you know if there is any kind of
6 potential access off Asby Road that would lead
7 directly to Tract B?

8 A. Yes.

9 Q. I mean, is it doable?

10 A. Yes.

11 Q. What would -- if they got an easement
12 what would it require on Mr. Williams' part?

13 What I mean by that, is it removal of
14 trees or debris?

15 What would he have to do to be able to
16 complete the access off of Asby Road directly to
17 his back yard?

18 A. Looking at the aerials, it appears that
19 there's access there. I mean, you could actually
20 see an access there.

21 Q. One clarification on your testimony
22 where Mr. West asked you about if the fence would
23 have to be removed. Can the fence be relocated?

24 A. Yes.

25 Q. All right. So she could still be

1 entitled to her privacy?

2 A. That is correct.

3 Q. And you know there is a trailer in the
4 back? You saw the trailer?

5 A. I did.

6 Q. And if there was a variance granted for
7 the placement of that trailer and if there was the
8 dirt road that made reference to it, it would go
9 literally over the trailer. Would it not?

10 A. It would.

11 Q. That would have extreme interference,
12 would it not?

13 A. Yes, it would.

14 Q. In fact, that so-called dirt road was
15 never made a matter of record, was it?

16 A. That is correct. Just to be clear,
17 we're referring to the dirt road that's on one of
18 the sketches surveyed that was done by Mr. Homer.

19 Q. But it's not a matter of record, is it?

20 A. It's not of record.

21 MR. GIBSON: I have no further
22 questions.

23 THE COURT: Any follow-up, Mr. West?

24 MR. WEST: No, Your Honor.

25 THE COURT: Mr. Britt, you can step

1 down. Thank you.

2 THE WITNESS: Thank you, Your Honor.

3 THE COURT: All right. Any other
4 witnesses?

5 MR. GIBSON: Yes, Your Honor. I'd like
6 to called Myra Scott.

7 THE COURT: Ms. Scott, come back up.
8 You are still under oath, Ms. Scott. Okay?

9 THE WITNESS: Yes, sir.

10 MYRA SCOTT

11 having been previously sworn, resumed the stand and
12 testified as follows:

13 THE COURT: Mr. Gibson.

14 MR. GIBSON: Thank you, Your Honor.

15 EXAMINATION

16 BY MR. GIBSON:

17 Q. Ms. Scott, what is your occupation?

18 A. I am a contract specialist.

19 Q. And before you were a contract
20 specialist what was your previous occasion?

21 A. I served as a United States Marine.

22 Q. For how long?

23 A. For 20 years, sir.

24 Q. And what was your rank?

25 A. My rank was major, sir, after getting a

1 commission to -- from enlisted to the officer
2 corps.

3 Q. When did you start your present job?

4 A. I started my job present job in 2009.

5 Q. Where do you reside?

6 A. I live in Triangle, Virginia, sir.

7 Q. And do you have any children?

8 A. I do. I have two children.

9 Q. Okay. And the property that's the
10 subject of this matter was your mother's property?

11 A. Yes, sir.

12 Q. And when did you decide to buy the
13 property?

14 A. In 2004, sir.

15 Q. And at that point in time what kind of
16 plan did you have for that property?

17 A. My mom, she needed to be in a home that
18 was more suitable and that increased her quality of
19 life. So I wanted her to have that. In fact, her
20 health started to fail. So eventually I would have
21 her in a nicer home and retire and eventually move
22 back home to be with my mom.

23 Q. And what are your plans for the
24 property now?

25 A. Once I officially retire I'll move back

1 to Charleston to be with my family.

2 Q. How often do you come back?

3 A. At least four times a year.

4 Q. Now, when you bought the property back
5 in 2004 was there a lot of trees on the property?

6 A. Yes, sir.

7 Q. And what did you do?

8 A. Actually, I had to have the property
9 cleared just to get my mom's home delivered onto
10 her property.

11 Q. And when did that occur? When did you
12 clear the trees?

13 A. In 2004 I had our properties cleared.

14 Q. And when did you put up the fence?

15 A. My mom passed in 2011. So I had the
16 fence installed by early 2012.

17 Actually, we started in 2011 before my
18 mom based passed, but I continued to -- we started
19 to have work on her yard and had to improve her
20 yard, have her property -- we bought tons of
21 topsoil just to build her property to a higher
22 level. My mom passed before I could even complete
23 what I needed to do for her.

24 Q. Why did she build this?

25 A. In the front of her yard we -- there

1 wasn't new fence. Well, there was fences there.

2 They were old. So we --

3 Q. Are you talking about like chain fence?

4 A. Yes. So we had them removed and had
5 the new fence that's up now. I built a privacy
6 fence. I had it installed in 2011.

7 I have a son who lives on the property.
8 My son has been diagnosed with schizophrenia with
9 paranoia. Before my mom passed I felt he was more
10 safe because she was there. He moved back to South
11 Carolina. After a string of disappearances it
12 became harder to locate him once he left the state.
13 With his mental state we had to make sure that he
14 was safe. So after my mom passed then that
15 decreased my chances of keeping him in one location
16 and keeping him safe.

17 My neighbors have expressed great
18 concerns about his mental instability and felt the
19 need that they had to protect themselves in the
20 event something happened. By installing the fence
21 that just increases security for my son and my
22 neighbors. Since we've had the fence installed,
23 minimum complaints.

24 I come home as often as I can. My
25 sister lives here. She visits. We monitor the

1 activities on -- on the property. If someone goes
2 to do any work either I come back here or my
3 sister, you know, she's present.

4 Q. Did you -- with that being said, did
5 you install a trailer for him?

6 A. Yes, I did.

7 Q. When did that happen?

8 A. Five years ago we -- I purchased the
9 trailer for him and put it behind the -- the
10 property. He wanted his -- working with his
11 counselors and with therapy he would better serve
12 the community in a place of his own which has
13 really worked better for us.

14 Q. And did you make arrangements with
15 Berkeley County government to be able to install
16 the trailer?

17 A. Yes, sir. I did.

18 Q. Did you receive a variance?

19 A. I did.

20 Q. Did you put in a septic tank and a
21 well?

22 A. Yes, --sir. We both have different
23 septic tanks and a well.

24 Q. So the fence was not to just to get
25 back at Mr. Williams, was it?

1 A. No, sir. At that time I -- or at no
2 other time it was to get back Chuck Williams who
3 lived there at the time. Actually, it was keeping
4 everyone safe to include Chuck Williams.

5 Q. So the whole point of your opposition
6 is you're just concerned about the placement of the
7 easement not only for the safety of your son but
8 for everybody else?

9 A. Yes, sir.

10 Q. And do you accept the recommendation of
11 Dean Britt that the property should be over on the
12 far edge of your property running straight back
13 toward Tract B?

14 A. Yes, sir. I accept.

15 Q. And if the Court ruled that's where it
16 should be you will accept that ruling?

17 A. Yes, sir.

18 Q. And you'd be willing to relocate the
19 fence if that is your choice?

20 A. Yes, sir. I would relocate the fence
21 along with the easement for Mr. Williams, Seven
22 Sticks, just like myself and the other neighbors...

23 Q. And you did offer to purchase the
24 easement for Mr. Williams to run from Asby Road
25 directly to his property?

1 A. Yes, sir, because they're using the
2 access now. I made that offer to Chuck Williams as
3 well in 2012.

4 Q. And the purpose of that was because of
5 your son?

6 A. Yes, sir.

7 Q. So you're trying to make that less
8 intrusive as possible?

9 A. For everyone. Yes, sir.

10 Q. You have an easement with Seven Stick,
11 LLC?

12 A. Yes, I do, sir.

13 Q. How did that come about?

14 A. In 2004 I had to request permission to
15 have my mom's home delivered on her property.
16 Again, I was still on active duty.

17 Once they granted the permission we
18 were able to have her home delivered. I followed
19 up with Seven Sticks after my mom passed for a
20 formal easement and then it was granted in 2017.

21 Q. Was it granted to you and the Smalls
22 family?

23 A. Yes, sir.

24 Q. And do you use that easement?

25 A. Yes. I do, sir.

1 Q. That easement -- actually, there are
2 two easements, correct?

3 A. Yes, sir. Correct. Yes, sir.

4 Q. The one on the left side is 12 feet?

5 A. Yes, sir.

6 Q. That leads you directly to your
7 driveway?

8 A. Yes, sir.

9 Q. And the one on the far right-hand side
10 that leads straight toward Tract B is -- that is
11 12 and a half feet for your use?

12 A. Yes, sir.

13 Q. That's where you're asking the Court to
14 place the easement and run it with the 12 and a
15 half feet?

16 A. Yes, sir.

17 Q. And you understand that there will
18 leave you only seven and a half feet from an
19 easement to your house?

20 A. Yes, sir.

21 MR. GIBSON: I have no further
22 questions, Your Honor.

23 THE COURT: Mr. West.

24 MR. WEST: No further questions, Judge.

25 THE COURT: Okay. All right. You can

1 step down, ma'am. Anything further, Mr. Gibson?

2 MR. GIBSON: Nothing further, Your
3 Honor. Thank you.

4 THE COURT: Do you need to call back
5 Mr. Williams?

6 MR. WEST: Chuck.

7 MR. GIBSON: Do you want to call him?

8 MR. WEST: He was your witness.

9 MR. GIBSON: I don't have any question
10 of Mr. Williams. Thank you.

11 THE COURT: All right. Anything
12 further from the defense?

13 MR. GIBSON: Nothing further, Your
14 Honor.

15 THE COURT: Mr. West, anything in
16 reply?

17 MR. WEST: No reply. Judge, would you
18 like a brief summation?

19 THE COURT: Okay. Yes. I'll be happy
20 to hear from both of you. Mr. West.

21 MR. WEST: Thank you, Judge. You've
22 heard some testimony here today about the existence
23 of the easement. Up until today this is -- this
24 was when we first understood that there was an
25 agreement that there was an easement across this

1 property. Clearly the title history shows that
2 it's recorded in three different deeds, the deeds
3 where my client purchased it from the county at the
4 tax sale and the two prior deeds as well, one
5 including Mr. Chuck Williams who's testified here
6 about it also.

7 So clearly there is the existence of an
8 easement which has been in dispute throughout this
9 litigation. Up until now the position of the
10 Plaintiff was that he has been limited to his
11 access and because of this fence that's been cut
12 off. I don't think I really need to go into detail
13 about the actual title work or any of the pictures
14 too much.

15 So there's been some testimony about
16 Mr. Chuck Williams giving up the property. Clearly
17 there was conflicting testimony about that. When I
18 say giving up the property I mean particularly the
19 easement as if there was as pled in an answer to
20 this an abandonment of the easement. We reflect on
21 the case law specifically.

22 There's a case, Judy versus Kennedy,
23 which I have a copy of for Your Honor. It talks
24 about what the law requires for abandonment of an
25 easement. The requirements there are clearly not

1 met under the standards elaborated in that. Just
2 for the record, that is Citation 398 S.C. 471,
3 Judy, J-U-D-Y, versus Kennedy, K-E-N-N-E-D-Y.

4 We would argue, Your Honor, that there
5 is an existence of an easement. It's never been
6 abandoned.

7 We're not trying to overimpose on
8 Ms. Scott by any means, but at the same time we are
9 requesting Your Honor to grant the right of access
10 that is specifically delineated throughout the
11 record so that my client can have free and
12 unrestricted access to the property which he's
13 legitimately purchased. That's what we're
14 requesting of the Court. We hope Your Honor would
15 agree. Thank you.

16 THE COURT: All right. Thank you,
17 Mr. West. Mr. Gibson.

18 MR. GIBSON: Thank you, Your Honor.
19 Your Honor, you heard the testimony from Myra
20 Scott. The whole purpose of her concern with the
21 easement would be she has a son who rightfully is
22 living on the property and with his condition it's
23 certainly not by any means against Mr. Williams.
24 It was just more the condition of her son that is
25 relative more than anything else.

1 We now get into the issue of the
2 abandonment. I agree we have not proven that part
3 of the case. What I think is more important which
4 is before you is as to the placement of the
5 easement.

6 I think with the testimony of Dean
7 Britt as well as Mr. Scott that it made the most
8 sense for the easement to go straight on the part
9 of each side directly to the rear, to the very end.
10 Then it will be up to Mr. Williams to decide how
11 he's going to create that roadway and get to his
12 property.

13 What's very important, Your Honor, is
14 if you're looking in the title work Mr. Britt
15 testified to is that there is a distressed
16 easement, no question about it. However, the
17 easement does not set forth where it belongs. It
18 does not indicate the width. All it simply says is
19 a perpetual easement for ingress and egress.

20 So with the offer that Ms. Scott had
21 provided to this Court to do the easement no more
22 than 12 feet unless it would be better for her, of
23 course -- because the house allows a straight shot
24 back there. So it would serve the purpose of the
25 easement, that being ingress and egress.

1 Your Honor, in the case it talked about
2 the restatement as to its easement with the -- the
3 appellate courts have not adopted it, but I think
4 it is certainly very persuasive for the Court's
5 consideration if I may present it to the Court. It
6 outlines the -- the issue, Your Honor, of the
7 relocation of the easement.

8 The reason why I'm bringing that up is
9 because there was some testimony as to a so-called
10 dirt road. I don't think that should be treated as
11 the easement.

12 Nonetheless, if the Court had to
13 consider that point the thing which is well said
14 which is on Page 4 of the opinion which I have
15 highlighted for the Court's convenience as well as
16 Mr. West -- it says in Number 3: Unless expressly
17 denied by the terms of the easement the owner of
18 these the servient estate is entitled to make
19 reasonable changes in the location at the owner's
20 expense to permit -- to permit normal use but only
21 if the changes do not significantly lessen the
22 utility of the easement and creates a burden on the
23 owner of the easement and is used in enjoyment or
24 frustrates the purpose for which the easement was
25 created.

1 I think clearly we have shown that.
2 The Court went on to say to allow the relocation of
3 the easement as set forth on Page 5 which is also
4 highlighted.

5 The Court said: The relocation of the
6 easement could not increase the burden on the
7 benefit of the person who's entitled to the
8 easement because they never used the easement.
9 Nonetheless, the relocation of the easement will
10 not frustrate the purpose for which the easement
11 was created, which was to allow the person to have
12 ingress and egress.

13 So with that being said and what
14 Mr. Britt indicated to this Court, the best
15 location of the easement would be on the far right
16 side and no more than 12 feet. Now, in the deed
17 itself you understand that -- Mr. Williams has to
18 understand he is responsible for the construction
19 of the roadway and he's responsible for the
20 maintenance of that roadway.

21 So with that being said, Your Honor, I
22 would request this Court if it decides the easement
23 is to be granted that it should be granted over to
24 the far right-hand side all the way toward the back
25 of Tract B at the expense of Mr. Williams.

1 THE COURT: Thank you. Mr. Gibson
2 mentioned the width of the -- that it's 12 and a
3 half feet. What was the suggestion from the
4 Plaintiff as to the width of the easement? What
5 was your understanding of the width?

6 MR. WEST: Judge, the understanding of
7 the width is that the -- well, let me answer that
8 question by going back to the original division of
9 the property. This was one lot that was divided
10 halfway or horizontally. So the servient parcel is
11 meant to contain the entirety of the easement.

12 So what the suggestion of -- the
13 Defendant in this instance is saying is we'll give
14 you half of what the easement should be and then
15 you've got to go get the other half from the
16 neighbor, which would reinstitute a new litigation.
17 This was not the purpose of the way that these
18 deeds were drawn.

19 Certainly we understand that the Court
20 has the discretion not to impose additional burdens
21 on the Defendant, but at the same time the purpose
22 of the easement would certainly be frustrated if
23 the necessity required by the county itself does
24 not allow for the full easement to be placed where
25 it was originally granted.

1 We have concerns that have been
2 testified to about EMS access and the like and we
3 would -- while we certainly don't dispute that that
4 is -- the right side of the property is the most
5 logical -- that's where the gateway is. That's
6 where all -- where all indications have been that
7 the easement should continue.

8 The width would certainly be in
9 dispute. We would ask the Court to grant the
10 easement that is in compliance with the
11 requirements of the county at that point --

12 THE COURT: Which is 20 feet?

13 MR. WEST: -- which is 20 feet.

14 THE COURT: Okay.

15 MR. GIBSON: Your Honor, if I could
16 just clarify, it's not necessarily 20 feet. You
17 heard Mr. Britt say it's only 20 feet if the
18 property -- the title to the easement can be
19 subdivided and be subject to multiple dwellings.
20 He said in this sense Tract B is not permitted to
21 be subdivided and only permitted to have one
22 dwelling.

23 Your Honor, if I could clarify one
24 thing as to -- what you have before you is the
25 easement from Seven Stick, LLC. Mr. West is not

1 correct in that when you talk about the 25 feet
2 understand 12 and half feet of Ms. Scott goes
3 across Seven Stick directly to her property.

4 The other 12 and a half goes outside of
5 her boundary. It only leads toward Mr. Smalls. So
6 all she had is 12 and a half and the other 12 and a
7 half belonged to the Smalls' pursuant to this
8 easement.

9 THE COURT: Clarify for me if you can,
10 gentlemen, the testimony from the surveyor. My
11 recollection is he had said that the -- with the
12 size that it was in it couldn't be subdivided and
13 I understood that, at least not at this point.

14 It's certainly, I guess, things that
15 could happen in the future that could change that.
16 At this point his understanding was it couldn't be
17 subdivided.

18 BY MR. GIBSON: That's my
19 understanding.

20 THE COURT: My take on that was that
21 there wasn't some potential increased burden by
22 putting multiple dwellings back there. That is
23 what I was thinking about. I did not understand
24 him to say that only if it was subdivided that
25 that's when an easement of at least of 20 feet wide

1 would be required. Am I getting close to the point
2 or am I missing something? What was -- tell me
3 again what y'all's understanding of that testimony
4 was.

5 MR. GIBSON: My understanding or what
6 we're trying to drive at is that the 20-foot
7 easement would only be required if the property
8 back there can be subdivided. You're correct.
9 Right now it cannot. So the point being is that
10 this Court is not required to order 20-foot
11 easement.

12 THE COURT: So if it can't be
13 subdivided then it can be any size? Is that's
14 what you're saying?

15 MR. GIBSON: Yes.

16 THE COURT: All right. I appreciate
17 y'all working so well together and presenting the
18 testimony and moving everything along. Everybody
19 is well represented here by good lawyers and I
20 appreciate it. It makes my job that much easier on
21 this as well as presenting well done pleadings and
22 the law to assist me in making the decisions today.

23 Certainly there's no question that
24 there's the existence of the easement, the
25 ingress/egress easement. There's an acknowledgment

1 from the Defendant to that effect. It is clear.

2 It is laid out in all of the recorded documents as
3 an express easement.

4 The survey commissioned by the
5 Defendant acknowledges that there is an easement to
6 the Tract B owned by the Plaintiff. The written
7 documents, although express, don't specifically
8 identify either the width or the exact location as
9 to the easement itself. Obviously the most
10 efficient means would be along the right-hand side,
11 tracking the identified location of the easement.

12 It wouldn't necessarily have to follow
13 the existing dirt drive as shown on the drawing
14 that was suggested. There's no evidence that that
15 was ever specifically agreed upon. It may have
16 been used but not specifically agreed upon as the
17 primary location. I think I'm entitled to adjust
18 or move it as long as there isn't any additional
19 burdens placed on the servient estate.

20 As to -- if the circumstances may have
21 changed or the efficiency of it may have changed,
22 certainly it goes all on the property of the
23 Defendant. It's not -- there's no contemplation of
24 it being shared or split along the neighboring
25 property. I know that may have been suggested, but

1 I didn't see any evidence of that. The reference
2 to the existence or nonexistence of an easement on
3 behalf of the Plaintiff across the Seven Sticks
4 property, although it may be very important to
5 those folks it doesn't have any bearing here.

6 Certainly the Defendant has that
7 easement. There's no question. I'm not in any way
8 implying that there is one, shouldn't be one, or in
9 any way commenting on the existence or nonexistence
10 of an easement on behalf of the Plaintiff.

11 My take on the discussion from the
12 surveyor was that the easement to be of use and
13 within the uses and the requirements contemplated
14 by the county should be at least 20 feet wide. It
15 should be -- should be 20 feet wide. I'm going to
16 order that it is 20 feet wide all the way to the
17 back. That doesn't necessarily impose a
18 requirement that the fence be removed.

19 There can be access through the --
20 through the privacy fence by the use of gates as
21 long as that's -- there's either going to be no
22 gates or gates that they can -- they can agree upon
23 or come to some physical working relationship with
24 that as to the gates on the rear part of the
25 property or the front part of the property so as to

1 not be unduly burdensome or to be unduly burdensome
2 to the Plaintiff. So at this point in time I'm
3 going to ask Mr. West to draft an order to that
4 effect. That is the way I contemplate ruling.

5 It is not set in stone. I can
6 certainly change my mind. I can adjust it. I ask
7 you to submit that to me by e-mail and in Word
8 format with a copy to Mr. Gibson for my review.
9 Like I said, I won't -- it won't be a ruling until
10 I finish it which may -- I can change it up or
11 whatever in any fashion. Okay.

12 MR. GIBSON: Your Honor, if I could
13 just add one thing for your consideration.

14 THE COURT: Certainly.

15 MR. GIBSON: When you talk about the
16 20 foot the concern -- the major concern I have is
17 if you'll look at what the easement -- it's right
18 next to the wall. So it's going to be an extremely
19 burdensome if she places it there without any
20 understanding that there's never been any
21 definition of the width of the easement.

22 So now you can literally have cars
23 where they may be scraping along the house. I
24 would ask the Court if the Court would just take
25 that under consideration in determining the width

1 of the easement.

2 THE COURT: Okay. I'll certainly do
3 that. I'll look back at that. I'm not sure if
4 there's some way to fashion it, but I'll review
5 that as well. Thank you for that reminder. I
6 appreciate that.

7 MR. GIBSON: Yes, sir.

8 MR. WEST: Judge, just for some
9 clarification, I understand that the construction
10 of the roadway is to be at the expense of the
11 Plaintiff. How about the addition of a gate or
12 relocation of the fence?

13 Is that within that purview or are you
14 ordering that's at the expense of the Defendant in
15 this instance?

16 THE COURT: Well, I hadn't given any
17 indication on that. I've got to contemplate that.
18 For now put in there that obviously any
19 improvements to the roadway would be the burden of
20 the Plaintiff.

21 MR. WEST: Understood.

22 THE COURT: The removal and
23 construction of the gate, I would put that I would
24 impose that on the Plaintiff at the point in time
25 as far as the rear part of the property. Any gate

1 or anything of that nature on the front portion,
2 I'd impose that burden on the burden on the
3 Defendant.

4 MR. WEST: Okay.

5 THE COURT: Do you understand?

6 MR. GIBSON: I'm trying to. So we're
7 talking about the very front, which is the chain
8 fence? That is the burden of my client and then
9 the burden of the removal of the wood --

10 THE COURT: Wood fence and then -- and
11 creation of any gate on the backside directly
12 abutting his property would belong to the
13 Plaintiff.

14 MR. WEST: With a mutual exchange of
15 keys?

16 THE COURT: Yes, and mutual
17 accessibility, of course.

18 MR. GIBSON: I just want to make it
19 clear that he can't take down the whole back of
20 the --

21 THE COURT: Absolutely not. Absolutely
22 not. No. The whole -- the whole fence that
23 belongs to the Defendant, no. That's her fence.
24 It doesn't come down. The only place that he has
25 any involvement is in that 20-foot area.

1 The accessibility of the keys really
2 only should be as to the front part, not
3 necessarily to the back because she wouldn't have
4 any need to access his property. They can
5 certainly exchange them if they wish. Okay.

6 MR. WEST: Thank you, Judge. I'll
7 prepare the order.

8 THE COURT: Thank you, gentlemen.
9 Thank you very much. Gentlemen, make sure that the
10 court reporter has all the exhibits and everything.

11 THE COURT REPORTER: Judge, I'm going
12 to give them back to the attorneys since they're
13 not ordering. They're not ordering the transcript
14 at this time.

15 THE COURT: Okay.

16 (The deposition was concluded at 2:57
17 PM.)

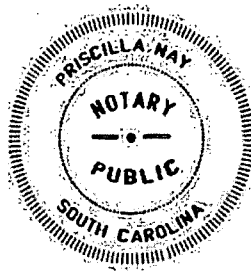
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CERTIFICATE OF REPORTER

I, Priscilla Nay, Certified Shorthand Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing tape transcription was produced to the best of my ability and may include inaudible sections.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 11th day of January, 2019 at Charleston, Charleston County, South Carolina.



Priscilla Nay

Priscilla Nay
Certified Shorthand Reporter
My Commission expires
December 2, 2021

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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF BERKELEY
ALFRIGH G. WILLIAMS,
Plaintiff,
vs. CASE NO. 2017-CP-08-1029
MYRA L. SCOTT,
Defendant.

HEARING BEFORE THE HONORABLE DALE VAN SLAMBROOK,
MASTER-IN-EQUITY

DATE: April 3, 2019
TIME: 1:03 p.m.
LOCATION: Berkeley County Courthouse
300-B California Avenue
Moncks Corner, SC
REPORTED BY: Janice N. Shepherd,
Registered Professional
Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES
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APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF
ALFRIGH G. WILLIAMS:

WEST LAW FIRM
BY: E. MASON WEST
207 Carolina Avenue
Moncks Corner, SC 29461
(843) 761-5626
mason@westlawfirm.com

ATTORNEYS FOR THE DEFENDANT
MYRA L. SCOTT:

C. MAC GIBSON, JR.
1473 Stuart Engals Boulevard
Mt. Pleasant, SC 29464
(843) 852-4646
cmacgibson@yahoo.com



1 THE COURT: How is everyone?

2 MR. WEST: Fine. Thank you, Judge.

3 THE COURT: Good. All right,
4 Gentlemen, are we ready to go?

5 MR. GIBSON: Yes, Your Honor.

6 THE COURT: All right. Mr. Gibson,
7 tell me what I did wrong.

8 MR. GIBSON: Your Honor, this is just a
9 motion for reconsideration. It was filed with this
10 Court on March 13 of 2019.

11 Your Honor, in the order itself, I
12 believe it was the Findings of Facts outlined
13 stating that -- bear with me -- it's on page 4 of
14 the order. I've got number 15 where the Court
15 indicated that my expert witness, Dean Britt,
16 testified that the width of the easement is
17 typically not less than 20 feet wide. And the
18 Court went on to conclude that is the consideration
19 for a typical easement of Berkeley County as a
20 guide, and therefore which shall be 20 feet. And
21 that's on page 6 of the order, paragraph number 20.

22 -- Your Honor, what -- in the transcript
23 as to Mr. Britt, he indicated, number one, which is
24 on page 54, line 17, he said Berkeley County
25 required one dwelling unit to have at least .6

1 acres. He went on so far to testify that tract B,
2 which is Mr. Williams' tract, is .55 acre, and that
3 is on page 53, line 19 through 20.

4 Furthermore, Your Honor, on page 55,
5 line 1 to Mr. Britt's testimony, he talked about
6 the width of the easement and said it could vary.
7 He said: We've installed 20-foot easement on
8 pieces of property that meet Berkeley County
9 standards for dwellings.

10 Your Honor, I emphasize the pleural S
11 in that the 20-foot easement is required for more
12 than one lot of land, and that's exactly what
13 Mr. Britt testified. In fact, he went on -- I
14 asked him a question, I said: Is it 20 foot
15 typically required for what?

16 He said: For multiple lots. And he
17 said tract B cannot be subdivided. He went to
18 recommend that the Court find that the width should
19 be 12 1/2 feet.

20 In the order itself, the Court
21 concluded that Mr. Britt testified that the
22 ordinance required 20 feet. I think if you look at
23 Mr. Britt's testimony, that is misconstrued. And,
24 therefore, I believe that the order is without
25 basis in the term there was no evidence before the

1 Court in the hearing as to the exact ordinance.

2 There is no testimony by the plaintiff as to the
3 standard ordinance for this particular case.

4 Mr. West did not even plead in his
5 Complaint or declaratory judgment as to the width
6 of the easement, and he had the burden of proof to
7 show exactly what the Berkeley County ordinance
8 required. He did not meet that standard.

9 And, therefore, Your Honor, I believe
10 that there is no evidence before this Court as to
11 what Berkeley County ordinance would require as to
12 a one-lot dwelling. And, therefore, I think the
13 court erred or to reconsider that there is no
14 evidence and therefore it becomes a question as to
15 exactly what the width of the easement should be.
16 And Mr. Britt stated that it should be 12 1/2 foot
17 based on the fact of the continuity from Seven
18 Sticks easement, which is right before Ms. Scott's
19 property, and this is just a continuation of that.

20 So with that being said, Your Honor, I
21 would ask the Court to reconsider and conclude that
22 there is no evidence of a 20-foot requirement under
23 Berkeley County ordinance and to conclude that the
24 easement should be only 12 1/2 feet which was the
25 only evidence that was presented before this Court.

1 THE COURT: Thank you, sir. Mr. West.

2 MR. WEST: Thank you, Your Honor, if it
3 please the Court. Judge, if you recall, prior to
4 the entry of your order, we actually had a status
5 conference about what the order was going to say.
6 After the plaintiff had submitted a draft order,
7 there was a conversation between the three of us.
8 Prior to the entry of the order, Mr. Gibson had
9 reached out to me about this 20 foot versus
10 12-1/2-foot requirement. I had directed him to the
11 County Administrator's Office, Ms. Alison Simmons.
12 She's with Planning and Zoning. And Mr. Gibson
13 represented to Your Honor at that status conference
14 that he had in fact discussed with Ms. Simmons the
15 requirements of Berkeley County, which are
16 obviously in dispute here.

17 In that status conference, he also
18 acknowledged that he had discussed with her the
19 requirements of the fire code for Berkeley County,
20 which does require a 20-foot width for any easement
21 for any particular lot. So for Mr. Gibson to
22 represent today that that is not something within
23 his purview or his knowledge is disingenuous at
24 best.

25 And we believe that, in addition to

1 that, we have available for Your Honor someone from
2 the County. I understand that is generally not
3 customary to submit new evidence at a motion to
4 reconsider, but he is available for Your Honor's
5 consideration if you feel that it is necessary.

6 In furtherance of your ruling today, we
7 would also submit that a 12-1/2-foot easement would
8 frustrate the general purpose of the easement,
9 which is contrary to what the case law suggests is
10 necessary when the Court is determining the scope
11 and width of the easement. This, after all, is a
12 court of equity and a ruling in equity when it
13 comes to determining the scope of the easement.
14 And if the general purpose of the easement itself
15 was for egress and ingress to my client's property
16 over and across Ms. Scott's property, the fact that
17 he would be given any less than 20 feet would
18 certainly frustrate the purpose of the easement.

19 There was ample testimony of the
20 intentions to build a home on the property. If he
21 were to try to build a home on the property without
22 proper access to Berkeley County Fire Code, then
23 the easement itself would not have -- be able to
24 attain its general purpose.

25 There was also testimony during the

1 hearing about the fact that emergency personnel
2 could not access the property. That was testified
3 to by my client and his brother, Chuck Williams,
4 who is also in the court himself today. If you'll
5 remember, Mr. Chuck Williams also fell ill during
6 the trial. He had a stroke on the property, and
7 EMS was called to the property, and he couldn't
8 even have the ambulance come to the property
9 because of the gated lot in front of Mr. Williams'
10 property which restricted the ambulances access.
11 And if the gate were to be removed, they would
12 still require the 20 feet of the easement in which
13 to access the property on which my client wants to
14 build his home.

15 If you look to the grant of the
16 easement itself within the deeds and within the
17 title history which was presented as evidence, it
18 specifically refers to the grant as a roadway.
19 This is not a walkway. This is a roadway meant for
20 travel by vehicles that are necessary to get to the
21 other property so that my client can peacefully
22 live on the property and enjoy all of the comforts
23 that we would expect, including emergency personnel
24 being able to access his home for his own safety.

25 Moreover, Judge, if the original



1 intentions of the grantor of the easement were to
2 restrict the limitations of the scope of the
3 easement, they could have done so by specifically
4 naming it to be 12 1/2 feet. They didn't. They
5 used the words needed to be reasonable and that all
6 burdens of the construction were actually to fall
7 on my client, which we have readily agreed to.

8 But in order to be reasonable, it needs
9 to be able to be accessible, which is our general
10 argument here. We would rely on the statutory law
11 of the county, as well as the fire code to
12 determine that width.

13 And if you were only to rely on the
14 expert testimony of Mr. Dean Britt, if you do
15 recall, at the time of his testimony, I objected to
16 his qualifications as an expert, being able to
17 testify on behalf of what the County actually would
18 require because he was not an employee of the
19 County. He was simply a surveyor that would submit
20 things to the County, which was my specific
21 objection at the time.

22 If you were to rule based on what
23 Mr. Dean Britt would testify to, that would not
24 give you the full picture of what the County would
25 require in terms of the width of the easement.

1 Lastly, Judge, the 20 feet versus the
2 12 1/2 feet, there is certainly no prejudice to
3 Ms. Scott based on the width of the easement being
4 20 feet, whereas there is substantial prejudice
5 against my client were he not to be able to have
6 the emergency personnel and emergency fire access
7 to the property that he bought legitimately, he
8 purchased outright. He had expectations of
9 building a home, ample testimony to that. And
10 there would be substantial prejudice to him versus
11 none to Ms. Scott were a 20-foot easement to be
12 granted.

13 For those reasons, I believe Your Honor
14 made the correct ruling. The order references the
15 Berkeley County requirements as a guide. There was
16 no specific ruling that those ordinances were your
17 only consideration. Obviously there were other
18 considerations in your ruling, which we respect,
19 given the totality of the circumstances, the
20 intention of the original grantors. We
21 respectfully request that you deny the defendant's
22 motion to reconsider in this instance, you maintain
23 your original ruling that the width of the easement
24 be 20 feet, the location of the easement is
25 satisfactory. And in the end, Judge, what we're

1 simply fighting over here is 20 boards coming down
2 on the back of a privacy fence.

3 This litigation has been prolonged long
4 enough. We need this thing to end, Judge. If you
5 recall, I filed motions for sanctions during the
6 pendency of the litigation so we could actually get
7 some discovery done. That wasn't done. Ms. Scott
8 has fought us and fought us over the simplest of
9 things. She fired her first attorney, got
10 Mr. Gibson, and here we are, fighting again over
11 something that is inequitable to fight over, and we
12 need to conclude this matter. We would
13 respectfully ask that you decline this motion.

14 MR. GIBSON: Your Honor, may I respond?

15 THE COURT: Yes.

16 MR. GIBSON: Thank you. In regard to
17 the phone conversation, Your Honor, you may recall
18 the issue of fire code came up. And you
19 specifically said in the phone conversation, that's
20 something I cannot consider. It was not brought
21 before the Court. Nowhere in this 89-page
22 transcript is there any reference to ambulance
23 service or any reference to fire code. And you
24 made that clear. You said, that was not brought
25 before me, I cannot take that into consideration.

1 Having said that caused me to go back
2 to the transcript and look at it closely. It
3 became very apparent there is no evidence presented
4 by the plaintiff as to the Berkeley County county
5 ordinance. And it was incumbent upon him to be
6 able to present that case, that argument to this
7 Court at the time of the hearing, which he did not
8 do. He had the burden of proof.

9 The only thing you have before you is
10 the testimony from Mr. Britt. He indicated that he
11 objected to that. You overruled his objection. He
12 did not appeal or make any further objection to
13 Mr. Britt's testimony. So it becomes a matter of
14 the case before you, and I would respectfully ask
15 the Court to reconsider an order of 12 1/2 foot.
16 Based on that, it was his burden to prove to this
17 Court that Berkeley County required 20 foot. He
18 did not do it. He did not present any evidence
19 whatsoever to this Court as to what the requirement
20 is or what was the intent of the grantor.

21 With that being said, Your Honor, I
22 would respectfully request the Court reconsider the
23 order based on the testimony presented to you at
24 the hearing. Thank you.

25 THE COURT: All right. Thank you. I

1 won't consider any of the additional information
2 that was tendered or discussed as a part of either
3 the telephone conversation status conference or
4 what's being heard today unless you all were to
5 agree that the additional testimony would be
6 brought in, and that doesn't appear to be the case.

7 When I reviewed the transcript, and my
8 recollection, I think, matches up with what was
9 actually in there.

10 Number one, there was a grant of an
11 easement that did not specify the width. Then it
12 became my responsibility as to a question of the
13 extent of the grant of an easement, which is in
14 equity, and I'm supposed to then consider what is
15 necessary for the enjoyment of the dominant
16 property and the intention of the parties creating
17 it.

18 There wasn't anything in there. They
19 could have made it as restrictive or as expansive,
20 if they wanted to, in whatever fashion. But by
21 putting out there without a definition, they, in my
22 opinion, put out there what would be considered a
23 typical easement. And the questions that were
24 raised at the trial to the witness was what's the
25 typical easement. And he says typically 20 feet is

1 required.

2 He talks about the minimum size of the
3 lots. This lot may not meet the minimum sizes, but
4 that's not a consideration. If it was drawn up and
5 it was less than whatever the known sizes are now
6 or was given some special dispensation for being
7 created at a smaller size at that point in time, I
8 don't know that that makes any difference. If the
9 typical size is 20 feet, then the typical size,
10 without any further definition in the grant of the
11 easement, should be the 20 feet. That's where the
12 20 feet came from, and I think that's the
13 appropriate consideration.

14 You talk about the 12 1/2 feet, let's
15 limit it to 12 1/2 feet. The 12 1/2 feet, my
16 recollection is 12 1/2 feet was there is 12 1/2
17 feet on one side of the adjoining property, 12 1/2
18 on the other, for a total of 25 feet. It wasn't
19 just a 12-1/2-foot easement across the property
20 that she was using. She had access to a 25-foot
21 easement, which is wider than the 20-foot easement.
22 So I don't think you can point to the 12 1/2 as
23 being all that's required for the defendant's
24 access when in fact she had 25 feet, which was just
25 evenly split between the two adjoining property

1 owners.

2 So I think I'm going to stand on the
3 order as it is based on that and my consideration
4 of the evidence and the testimony from this fellow
5 who provided that it was the typical for a
6 residential lot 20-foot easement.

7 Okay? All right. Mr. West, would you
8 submit an order indicating that the request for
9 relief is denied, please?

10 MR. WEST: Yes, Your Honor.

11 THE COURT: And circulate that, of
12 course, a copy to Mr. Gibson before you submit it
13 to me in case there are any questions about it.

14 MR. WEST: Thank you, Your Honor.

15 THE COURT: Anything else, Gentlemen?

16 MR. WEST: No, Your Honor.

17 MR. GIBSON: Thank you, Your Honor.

18 THE COURT: Thank you.

19 (The hearing was concluded at 1:20
20 p.m.)

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CERTIFICATE OF REPORTER

I, Janice N. Shepherd, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 10th day of April, 2019, at Charleston, Charleston County, South Carolina.



Janice N. Shepherd

Janice N. Shepherd, RPR, CSR
My Commission expires
October 10, 2024

ALFRIGH G. WILLIAMS

VS.

MYRA L. SCOTT

CASE NO. 2017CP08-1029

E. MASON WEST
WEST LAW FIRM, LLC
207 CAROLINA AVENUE
MONCK'S CORNER, SC 29461



MYRA SCOTT

TMS# 263-00-01-015

TRACT A - 0.92 AC

1058 & 1060 CAINHOY ROAD

WANDO, SC 29492

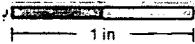
Berkeley County GIS Online Mapping

BERKELEY COUNTY

GEOTIME PROPOSITION SYSTEM



1 inch = 83 feet



Date: 12/14/2018

Berkeley County GIS



The county of Berkeley and its GIS Department disclaims accountability for this product and makes no warranty express or implied concerning the accuracy thereof. Responsibility for interpretation and application of this product lies with the user.

Unofficial Berkeley County Property Card



Summary Information:

TMS: 263-00-01-015
 Owner Information:
 SCOTT MYRA L
 18913 Rosings WAY
 Triangle, VA 221722335

Council District: C8
 Fire District: F11
 Tax District: T01
 TIS Zone: 2
 Jurisdiction: 1P
 Acres: 0.00
 Lots: 1.0

Neighborhood: D913 - LARGE TRACTS MIDDLE CAINHOY
 Appraiser ID: MR
 Lot: Block: Section:
 Zoning: Berkeley County - R2
 Homestead Exempt: No
 Parent TMS:
 Notes: OLD .55 AC TO LAVENIA PORCHER & CHUCK E WILLIAMS
 CHANGE PART OF PORCH TO HEATED AREA - PARCEL 2/92
 CHANGE CHURCH TO RESIDENCE - CHECK SHEET 9/92
 CHANGE DEP ON RESIDENCE # 1 - CS - 10/92
 REMOVED RESIDENCE #2 CHECK SHEET 9-97
 REMOVED RES BURNED CHECK SHEET W/ FIRE REPORT 4-98
 NO CHANGE REASSESSMENT PJI 9-98
 NO CHANGE - REASSESSMENT 2004
 PER OWNERS REQUEST MADE MH 33044 A MHRES 4/06
 REMOVE 4% DUE TO CHANGE OF ADDRESS 5/2007
 FILED 4% FILED STATE OF LEGAL RES CERT. IN THE MIL
 TARY IN VA 8/07

Site addresses:	
1058 CAINHOY RD WANDO, SC 29492, Uni/Lot:	1060 CAINHOY RD WANDO, SC 29492, Uni/Lot:

Previous Owner History:

Owner: OAKWOOD MOBILE HOMES I	Sale Date: 05/18/2004	Sale Price: \$102,403.00	Deed Book-Page: 4015-0061	Plat: T - 64 Transfer Notes: 1.0 LT Recorded on Plat T - 64
Owner: WARD LAVERNE BLUNT	Sale Date: 02/13/2004	Sale Price: \$12,744.00	Deed Book-Page: 3847-0117	Plat: T - 64 Transfer Notes: .92 Acres Recorded on Plat T - 64
Owner: BROUGHTON INT	Sale Date: 10/10/1990	Sale Price: \$5.00	Deed Book-Page: A890-0110	Plat: T - 64 Transfer Notes: .92 Acres Recorded on Plat T - 64
Owner: KATIE DRAYTON	Sale Date: 07/31/1970	Sale Price: \$200.00	Deed Book-Page: A213-0173	Plat: T - 64 Transfer Notes: 1.47 Acres Recorded on Plat T - 64

Sales Information:

Last Sale Date: 05/18/2004
 Recording Date: 05/25/2004
 Sale Price: \$102403.00

Plat Information: T - 64
 Deed Book: 4015
 Deed Page: 0061

Sales Validity: 4
 Validity Other:

Valuation Information:

Building Market: 98,100
 Land Market: 40,000

Building Taxable (4% Res): 0
 Building Taxable (6% Other): 98,100
 Building Taxable (4% Ag): 0
 Building Taxable (6% Ag): 0

Land Taxable (4% Res): 0
 Land Taxable (6% Other): 40,000
 Land Taxable (4% Ag): 0
 Land Taxable (6% Ag): 0

Total Taxable Value: 138,100 Total Assessment: 8,290

Fee Summary:

Fee Name	Fee Amount
Stormwater Utility Fee	36
Fire Fee	75
Land Fill Fee	75

Building Information:

Building Count: 1 Yard Item Count: 0
 Residence Count: 0 Mobile Homes on Property: 1

Building #: 1 BuildingType: MH4 - MANUFACTURED HOME
Depreciation Type: Depreciation %: .00
Quality: Good

Sub Area	Sub Area Description	Sketched Area (SqFt)
AGAR	Garage	672.0
APOR	Porch	300.0
AFFL	1st Floor	2128.0
APOR	Porch	280.0

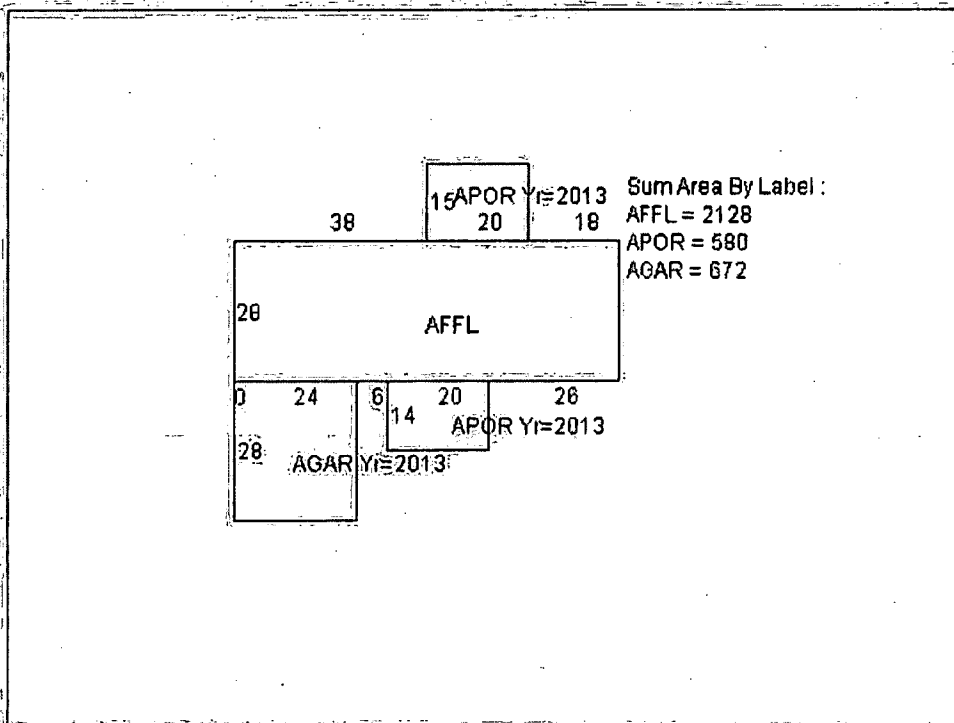
Mobile Homes on Property

Decal #	Owner Name	Street Address	Storage?	Year Built	Dimensions
3B190C	SCOTT MYRA L	1080 CAINHOY ROAD	N	2013	78x14

Image on file:



Sketch on File:



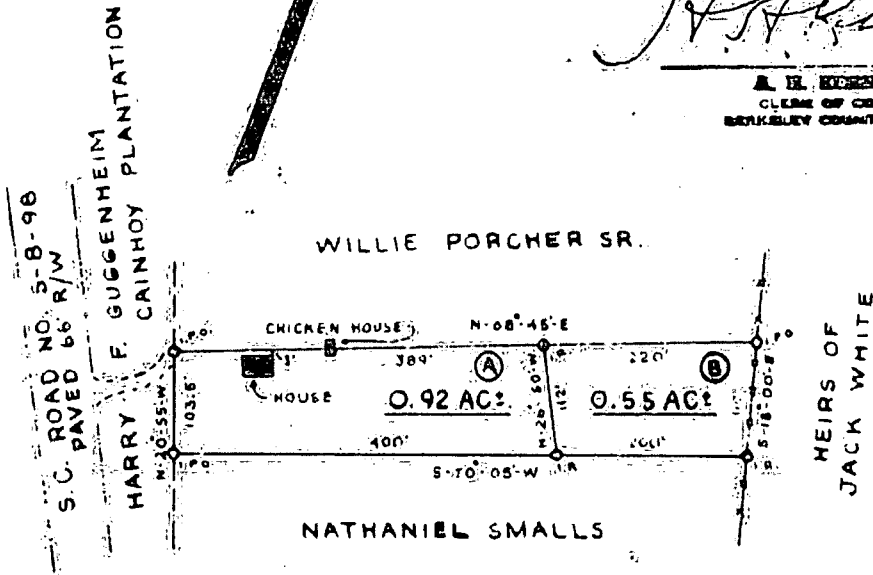
RECEIVED & RECORDED

Hour 4:00 Minute P.M.
Book T Page 624

JUL 31 1970

J. H. Kennedy

A. H. KENNEDY
CLERK OF COURT
BERKELEY COUNTY, S. C.



TRACTS A AND B

(A) MARY JANE BLUNT

(B) KATIE DRAYTON

ABOUT TO BE CONVEYED TO

MARY JANE BLUNT

ST THOMAS AND ST DENNIS PARISH, WANDO AREA, BERKELEY COUNTY, S.C.

DATE: 7-17-1970

SCALE: 1" = 200'

R. D. Grady
R.L.S. NO. 1842

TITLE TO REAL ESTATE

Deed Book A213, Page 173

Katie Drayton
to
Mary Jane Blunt

STATE OF SOUTH CAROLINA,

COUNTY OF BERKELEY

WHEREAS, by Deed, dated November 16, 1965, and of record in the Office of the Clerk of Court for Berkeley County in Deed Book A-156 at page 138 the undersigned, Katie Drayton, conveys to Mary Jane Blunt a certain parcel of land therein described as one (1) acre, which said conveyance through error improperly described the properties intended to be conveyed thereby; and

WHEREAS, by subsequent survey the said properties so intended to be conveyed were exactly determined and the boundaries and dimensions established; and

WHEREAS, by Deed of even date herewith Mary Jane Blunt in order to remove any question concerning the boundaries of the properties and location of same has reconveyed to Katie Drayton the properties described in said Deed in Book A-156 at page 138 upon the condition that she the said Katie Drayton should in turn convey said properties back to the said Mary Jane Blunt in accordance with a proper description of same, which said properties are the first parcel of land hereinafter described; and consideration hereinafter set forth

WHEREAS, for the cash/ ~~AND BY THE DEED OF NOVEMBER 16, 1965, MARY JANE BLUNT HAS THIS DATE PURCHASED FROM THE SAID KATIE DRAYTON THE SECOND PARCEL HEREINAFTER DESCRIBED; NOW, THEREFORE,~~

KNOW ALL MEN BY THESE PRESENTS, THAT

I, KATIE DRAYTON,

in the State of South Carolina For and to Mary Jane Blunt premises in consideration of the ~~sum of~~ sum of One Hundred Sixty-Five and no/100 (\$165.00)--- DOLLARS, and for the sum of One Hundred Sixty-Five and no/100 (\$165.00)--- DOLLARS, to ME in hand paid at and before the sealing of these presents by Mary Jane Blunt

in the State of South Carolina the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Mary Jane Blunt, her heirs and assigns forever:

All that certain piece, parcel or lot of land, situate, lying and being in St. Thomas and St. Dennis Parish in the County of Berkeley, State of South Carolina, Measuring and Containing ninety-two one-hundredths (0.92) of an acre, more or less, and being more particularly shown and delineated and designated as Tract "A" on a plat of "Tracts A and B, A - Mary Jane Blunt, B - Katie Drayton About to be conveyed to Mary Jane Blunt" prepared by R. D. Guerry, R.L.S., 7-17-70, a print of which is hereto attached and made a part hereof by reference and Measuring and Containing and Butting and Bounding on the North three hundred eighty-nine (389') feet on lands of Willie Porcher, Sr.; on the East one hundred twelve (112') feet on Tract "B" as shown on said plat; on the South four hundred (400') feet on lands of Nathaniel Smalls; and on the west one hundred three and five-tenths (103.5') feet on lands of Guggenheim.

A L S O

All that certain piece, parcel or tract of land, situate, lying and being in St. Thomas and St. Dennis Parish in the County of Berkeley, State of South Carolina, Measuring and Containing fifty-five one-hundredths (0.55) acres, more or less, and being more particularly shown and delineated and designated as Tract "B" on a plat of "Tracts A and B, A - Mary Jane Blunt, B - Katie Drayton about to be conveyed to Mary Jane Blunt" prepared by R. D. Guerry, R.L.S., 7-17-70, a print of which is hereto attached and made a part hereof by reference and Measuring and Containing and Butting and Bounding on the North two hundred twenty (220')

(continued on back)

East on lands of Millie Porcher, Sr.; on the East one hundred seventeen (117) feet on lands of the heirs of Jack White; on the South two hundred (200) feet on lands of Nathaniel Smalls; and on the West one hundred twelve (112) feet on Tract "A" as shown on said plat.

The two (2) parcels of land above described are a portion of that certain tract of land containing eight (8) acres, more or less, conveyed by R. Joseph Worsham to Katie Drayton by Deed, dated May 22, 1943, and of record in the Office of the Clerk of Court for Berkeley County in book A-71 at page 170 and the tract of land above designated as Tract "A" is the parcel of land intended to be conveyed by Katie Drayton to Mary Jane Blunt by her certain Deed, dated 11-16-65, and of record in said Office in Book A-156 at page 138, its inclusion within this Deed being by way of confirmation of title in the said Mary Jane Blunt to the parcel as hereinabove described.

Plat in Plat Book T page 64

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Mary Jane Blunt, her Heirs and Assigns forever.



PAID
BERKELEY COUNTY
RECORDING STAMPS
\$.55
A. H. KENNEDY
Clerk of Court

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Mary Jane Blunt, her

Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 31st day of July in the year of our Lord one thousand nine hundred and seventy and in the one hundred and ninety-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED }
IN THE PRESENCE OF }

H. N. West

Katie Drayton

KATIE DRAYTON

(L. S.)

Marjorie H. West

(L. S.)

THE STATE OF SOUTH CAROLINA, }
BERKELEY County. }

PERSONALLY appeared before me: Marjorie H. West

and made oath that she saw the within named Katie Drayton

sign, seal, and as her act and deed, deliver the within written Deed, and that she with H. N. West

witnessed the execution thereof.

SWORN to before me, this 31st

day of July A. D. 1970

H. N. West (SEAL)
Notary Public of South Carolina

Marjorie H. West

My Commission expires: Nov. 20, 1979.

THE STATE OF SOUTH CAROLINA, }
County. }

RENUNCIATION OF DOWER

GRANTOR - A WOMAN

I, _____, a Notary Public for South Carolina

do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named _____

Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this _____ day of _____ Anno Domini 19 _____

(SEAL)
Notary Public of South Carolina

State of South Carolina,

COURT OF BERKELEY

ETTS BRATTON

WAS TO
WASO, S. C.
29492

TITLE TO REAL ESTATE

Filed 31st day
of July A. D. 1970
at 11:40 o'clock P.M.
and recorded in Book 1-213

Page 13 Fee
W. H. C. or Clerk Court C. P. & G. S.
W. H. C. County, S. C.

Recorded this 31st day
of July 1970
in Book 3m Page 6

Fee 1.50
William A. Hutton
Auditor Berkeley County, S. C.

WALTON & COLEMAN, CHARLESTON, S. C.

TITLE TO REAL ESTATE

Deed Book A890, Page 110

Thomas Broughton (heir of Mary Jane Broughton Blunt, deceased)
to
LaVerne Blunt Ward

TITLE NOT SEARCHED BY
Josef Kirk Myers
State of South Carolina,
COUNTY OF

Form 14—Title to Real Estate
Revised 1978

BOOK 890 PAGE 110

WHEREAS Mary Jane Blunt, a/k/a Mary Jane Broughton Blunt died
intestate in Berkeley County in 1987.

WHEREAS, the intestate Mary Jane Blunt a/k/a Mary Jane Broughton
Blunt left surviving her two (2) children, as her sole heirs at law;
namely: Thomas Broughton and LaVerne Blunt Ward.

WHEREAS, now the said Thomas Broughton, son of the late Mary Jane
Broughton Blunt a/k/a Mary Jane Blunt, wishes to convey all of his right,
title and interest to his sister, LaVerne Blunt Ward.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Thomas Broughton

In the State aforesaid _____ for and _____ in consideration of the sum of
Five (\$5.00) Love and Affection-----00/ DOLLARS,
to me _____ in hand paid at and before the sealing of these presents by LaVerne Blunt Ward

In the State aforesaid _____ the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and
release unto the said LaVerne Blunt Ward, her heirs and assigns forever.

ALL that certain piece, parcel or lot of land, situate, lying
and being in St. Thomas and St. Dennis Parish in the County of Berkeley,
State of South Carolina, Measuring and Containing ninety-two one-
hundredths (0.92) of an acre, more or less, and being more particularly
shown and delineated and designated as Tract "A" on a plat of "Tracts A
and B, A - Mary Jane Blunt, B - Katie Drayton About to be conveyed to
Mary Jane Blunt" prepared by R. D. Guerry, R.L.S., 7-17-90, a print of
which is hereto attached and made a part hereof by reference and
Measuring and Containing and Butting and Bounding on the North three
hundred eighty-nine (389) feet on lands of Willie Porcher, Sr., on the
East one hundred twelve (112) feet on Tract "B" as shown on said plat;
on the South four hundred (400) feet on lands of Nathaniel Smalls; and
on the West one hundred three and five-tenths (103.5) on lands of
Guggenheim.

ALSO

ALL that certain piece, parcel or tract of land, situate, lying
and being in St. Thomas and St. Dennis Parish in the County of Berkeley,
State of South Carolina, Measuring and Containing fifty-five one hundred-
ths delineated and designated as Tract "B" on a plat of "Tracts A and B,
A - Mary Jane Blunt, B - Katie Drayton about to be conveyed to Mary Jane
Blunt" prepared by R. D. Guerry, R.L.S., 7-17-70, a print of which is
hereto attached and made a part hereof by reference and Measuring and
Containing and Butting and Bounding on the North two hundred twenty
(220) feet on lands of Willie Porcher, Sr., on the East one hundred

seventeen (117') feet on lands of the heirs of Jack White; on the South two hundred (200') feet on lands of Nathaniel Smalls; and on the West one hundred twelve (112') feet on Tract "A" as shown on said plat.

The two (2) parcels of land above described are a portion of that certain tract of land containing eight (8) acres, more or less, conveyed by R. Joseph Worsham to Katie Drayton by Deed, dated May 22, 1943, and of record in the Office of the Clerk of Court for Berkeley County in Book A-71 at page 170 and the tract of land above designated as Tract "A" is the parcel of land intended to be conveyed by Katie Drayton to Mary Jane Blunt by her certain Deed, dated 11-16-65, and of record in said Office in Book A-156 at page 138, its inclusion within this Deed being by way of confirmation of title in the said Mary Jane Blunt to the parcel as hereinabove described.

BEING the same property conveyed to Mary Jane Blunt by Katie Drayton on July 31, 1970 by Deed recorded in the R.M.C. Office for Berkeley County at Book A213, Page 173.

T.M.S. N. 263-00-01-015-C

Grantee's Address: Rt. 1, Box 15C
Wando, SC 29492

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

LaVerna Blunt Ward, her

Heirs and Assigns forever.

BOOK A 890 PAGE 113

RECORDED (F) 10.0
ADDED (F) _____
STATE DEC. 1890
COUNTY STAFFS _____
BERKELEY COUNTY

① *Joseph Lee Myers*

State of South Carolina

TO

TITLE TO REAL ESTATE

Filed 10th day
of December A.D. 1890
at 2.20 o'clock P. M.
and recorded in Book _____

RECORDED THIS 10th
OF December 1890
BERKELEY COUNTY, S. C.

By River & Imboden
R. M. C. or Clerk Court, C. P. & C. S.
Babelay County, S. C.

Recorded this 10th day
of Dec 1890
in Book 01 Page 14

Fee \$ Five Dollars

Auditor BERKELEY County, S. C.

141

TITLE TO REAL ESTATE

Deed Book 3847, Page 117

Lavern Blunt Ward

to

Oakwood Mobile Homes, Inc.

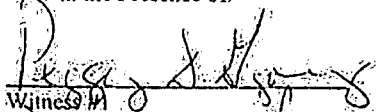
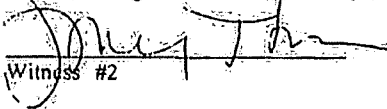
TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

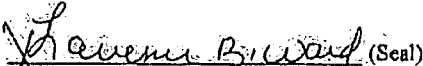
TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantees, Oakwood Mobile Homes, Inc., its Successors and assigns forever.

And the Grantor does hereby bind their heirs and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Oakwood Mobile Homes, Inc., its Successors and assigns, against them and their Successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set her Hand and Seal this 13th day of February, 2004 in the year of our Lord two thousand four and in the two hundred and twenty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:


Witness #1

Witness #2


 (Seal)
Lavern Blunt Ward


STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within named Grantor sign, seal and deliver the within Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me, this
13th day of February, 2004.


(Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8-14-08


Witness #1

STATE OF SOUTH CAROLINA)
) AFFIDAVIT Date of Transfer of Title
 COUNTY OF CHARLESTON) (Closing Date) February 13, 2004

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- I have read the information on this Affidavit and I understand such information.
- The property is being transferred by Lavern Blunt Ward to Oakwood Mobile Homes, Inc. contemporaneously herewith.

3. Check one of the following: The Deed is

(A)	X	Subject to deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(B)		Subject to deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(C)		EXEMPT from the deed recording fee because (Exemption Number 1) transfer of property to family member or under \$100.00.

4. Check one of the following if either Item 3(A) or Item 3(B) above has been checked:

(A)	X	The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of: \$12,744.74
(B)		The fee is computed on the fair market value of the realty, which is \$0.00.
(C)		The fee is computed on the fair market value of the realty as established for property tax purposes, which is \$0.00.

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If Yes, the amount of the outstanding balance of this lien or encumbrance is \$0.00.

6. The deed recording fee is computed as follows:

(A)	\$12,744.74	The amount listed in Item 4 above.
(B)	\$0.00	The amount listed in Item 5 above (no amount, place zero).
(C)	\$12,744.74	Subtract line 6(B) from line 6(A) and place result here.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: ATTORNEY.

8. Check if Property other than Real Property is being transferred on this Deed.
 (A) Mobile Home
 (B) Other

9. DEED OF DISTRIBUTION-ATTORNEY'S AFFIDAVIT: Estate of _____ deceased CASE NUMBER _____ Personally appeared before me the undersigned attorney, who being duly sworn, certified that (s) he is licensed to practice law in the State of South Carolina; that (s) he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.

10. I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN TO before me this February 13, 2004:

Reggie S. Hoyle (Seal)
 Notary Public for South Carolina
 My Commission Expires: 11/7/2012

Signed: *Lavern Blunt Ward*
 Grantor, Grantee, or Attorney that prepared this form
Lavern Blunt Ward
 Jeffrey T. Spell

TITLE TO REAL ESTATE

Deed Book 4015, Page 61

OHC Liquidation Trust (as successor to Oakwood Mobile Homes, Inc.)

to

Myra L. Scott

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining:

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, Myra L. Scott, her heirs and assigns forever.

And the Grantors do hereby bind her heirs and assigns, to warrant and forever defend, all and singular, the said Premises unto the said Myra L. Scott, her heirs and assigns, against her and her heirs and assigns forever.

IN WITNESS WHEREOF, the Grantors have hereunto set their Hand and Seal this 18th day of May, 2004 in the year of our Lord two thousand four and in the two hundred and twenty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

Barbara C. Tolson
Witness #1

Robert A. Smith (Seal)
OHC Liquidation Trust as successor to
Oakwood Mobile Homes, Inc.

Dena E. Bailey
Witness #2 SAME AS NOTARY

Agent (Seal)
ITS:

STATE OF North Carolina)
)
COUNTY OF Guilford)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within named Grantor sign, seal and deliver the within Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me, this
18th day of May, 2004.

Barbara C. Rowson
Witness #1

Dena E. Bailey (Seal)
NOTARY PUBLIC FOR: NC

My Commission Expires: 11-30-05



STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON

AFFIDAVIT

Date of Transfer of Title
 (Closing Date) May 18, 2004

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- I have read the information on this Affidavit and I understand such information.
- The property is being transferred by Oakwood Mobile Homes, Inc. to Myra L. Scott contemporaneously herewith.

3. Check one of the following: The Deed is

(A)	<input checked="" type="checkbox"/>	Subject to deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(B)	<input type="checkbox"/>	Subject to deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(C)	<input type="checkbox"/>	EXEMPT from the deed recording fee because (Exemption Number 1) transfer of property to family member or under \$100.00.

4. Check one of the following if either item 3(A) or item 3(B) above has been checked.

(A)	<input checked="" type="checkbox"/>	The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of: \$102,403.44
(B)	<input type="checkbox"/>	The fee is computed on the fair market value of the realty, which is \$0.00.
(C)	<input type="checkbox"/>	The fee is computed on the fair market value of the realty as established for property tax purposes, which is \$0.00.

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If Yes, the amount of the outstanding balance of this lien or encumbrance is \$0.00.

6. The deed recording fee is computed as follows:

(A)	\$102,403.44	The amount listed in Item 4 above.
(B)	\$0.00	The amount listed in Item 5 above (no amount, place zero).
(C)	\$102,403.44	Subtract line 6(B) from line 6(A) and place result here.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: ATTORNEY.

8. Check if Property other than Real Property is being transferred on this Deed.

- (A) Mobile Home
 (B) Other

9. **DEED OF DISTRIBUTION-ATTORNEY'S AFFIDAVIT:** Estate of _____ deceased CASE NUMBER _____ Personally appeared before me the undersigned attorney, who being duly sworn, certified that (s) he is licensed to practice law in the State of South Carolina; that (s) he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.

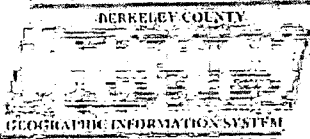
10. I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN TO before me this May 18, 2004.

[Signature]
 Notary Public for South Carolina
 My Commission Expires: 11/1/2010

Signed *[Signature]*
 Grantor, Grantee, or Attorney that prepared this form
[Signature]
 Jeffrey L. Spell

ALFRIGH WILLIAMS
TMS# 263-00-01-041
TRACT B – 0.55 AC
124 & 125 PSALMS LANE
WANDO, SC 29492



Berkeley County GIS Online Mapping

The county of Berkeley and its GIS Department disclaims accountability for this product and makes no warranty express or implied concerning the accuracy thereof. Responsibility for interpretation and application of this product lies with the user.

Wednesday, August 10, 2016



Unofficial Berkeley County Property Card



Summary Information:

TMS: 263-00-01-041
 Owner Information:
 WILLIAMS ALFRIGH G
 1565 Boston Grill RD
 Mount Pleasant, SC 294668952

Council District: C8
 Fire District: F11
 Tax District: T01
 TIS Zone: 2
 Jurisdiction: 1P
 Acres: 0.00
 Lots: 1.0

Neighborhood: D913 - LARGE TRACTS MIDDLE CAINHOY
 Appraiser ID: MR
 Lot: Block: Section:
 Zoning: Berkeley County - R2
 Homestead Exempt: No
 Parent TMS:
 Notes: NO CHANGE - PARCEL 6/92
 NO CHANGE REASSESSMENT P.J.L 9-98
 TRAILER ON PROPERTY...MH# WAS DELETED...TURNED
 IN TO MH DEPARTMENT TO HAVE CODES INSPECT. TRAILER
 IS OCCUPIED...REVIEWED PROBLEM WITH BONNIE...RR
 8/15/2001
 9/26/01 VERIFIED MH 10594...STICKER NOT ON TRAILER.
 MH STILL HAS NO POWER...AND HAS NOT PASSED THE
 CODES INSPECTION FOR OCCUPANCY...RR
 NO CHANGE - REASSESSMENT 2004

Site addresses:	
124 PSALMS LN WANDO, SC 29492, Uni/Lot:	125 PSALMS LN WANDO, SC 29492, Uni/Lot:

Previous Owner History:

Owner:	Sale Date:	Sale Price:	Deed Book-Page:	Plat:	Transfer Notes:
Owner: PORCHER LAVENIA & RAY WILLIAMS	03/09/2016	\$4,400.00	2143 - 21	BK T - 64	
Owner: BROUGHTON INT	10/10/1990	\$5.00	A890 - 0110	T - 64	Transfer Notes: .55 Acres Recorded on Plat T - 64
Owner: LAVENIA PORCHER & CHUCK E	03/16/1983	\$1.00	A501 - 0205	T - 064	Transfer Notes: .55 Acres Recorded on Plat T - 064
Owner: MARY JANE BLUNT	09/02/1980	\$800.00	A410 - 0046	T - 64	Transfer Notes: .55 Acres Recorded on Plat T - 64

Sales Information:

Last Sale Date: 03/09/2016
 Recording Date: 04/01/2016
 Sale Price: \$4400.00

Plat Information: BK T - 64
 Deed Book: 2143
 Deed Page: 21

Sales Validity: 9A
 Validity Other: 9E

Valuation Information:

Listed Values Apply to the Previous Calendar Year and Do Not Reflect New Improvements or Assessable Transfers of Interest

Building Market: 0
 Land Market: 18,000

Building Taxable (4% Res): 0
 Building Taxable (6% Other): 0

Land Taxable (4% Res): 0
 Land Taxable (6% Other): 18,000

Building Taxable (4% Ag): 0
Building Taxable (6% Ag): 0

Land Taxable (4% Ag): 0
Land Taxable (6% Ag): 0

Total Taxable Value: 18,000 Total Assessment: 1,080

Fee Information Not Provided for Future Parcels

Building Information:

Building Count: 0
Residence Count: 0

Yard Item Count: 0
Mobile Homes on Property: 1

Mobile Homes on Property

Decal #	Owner Name	Street Address	Storage?	Year Built	Dimensions
10594C	WILLIAMS RAY MALAND	124 PSALMS LANE	N	1972	52x12

Image on file:



No sketches found for this property.

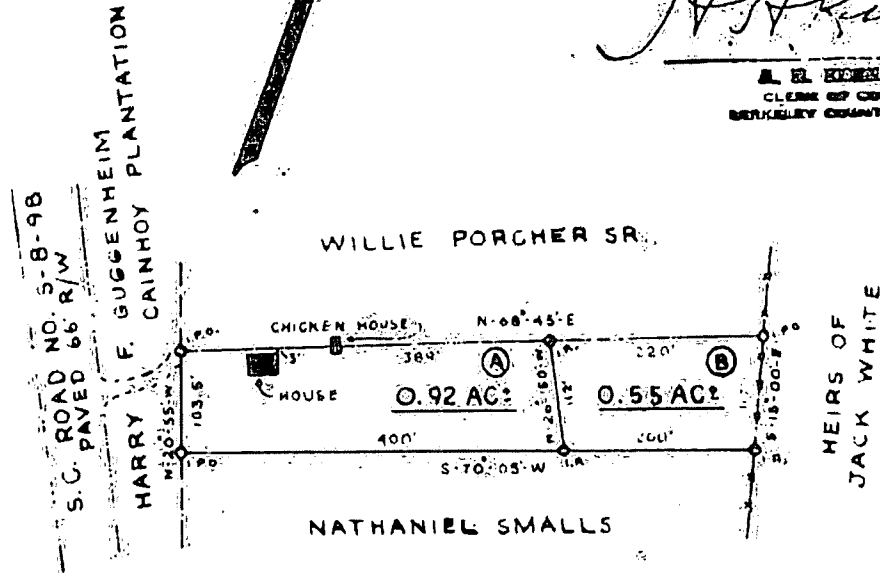
RECEIVED & RECORDED

Hour 4:00 Minute P.M.
Book T Page 64

JUL 31 1970

J. H. Kennedy

A. H. KENNEDY
CLERK OF COURT
BERKELEY COUNTY, S. C.



TRACTS A AND B

① MARY JANE BLUNT

② KATIE DRAYTON

ABOUT TO BE CONVEYED TO

MARY JANE BLUNT

ST THOMAS AND ST DENNIS PARISH, WANDO AREA, BERKELEY COUNTY, S.C.

DATE: 7-17-1970

SCALE: 1" = 200'

R. D. Swamy
R.L.S. NO. 1842

TITLE TO REAL ESTATE

Deed Book A-213, Page 173

Katie Drayton to Mary Jane Blunt

STATE OF SOUTH CAROLINA,

COUNTY OF BERKELEY

WHEREAS, by Deed, dated November 16, 1965, and of record in the Office of the Clerk of Court for Berkeley County in Deed Book A-156 at page 138 the undersigned, Katie Drayton, conveys to Mary Jane Blunt a certain parcel of land therein described as one (1) acre, which said conveyance through error improperly described the properties intended to be conveyed thereby; and

WHEREAS, by subsequent survey the said properties so intended to be conveyed were exactly determined and the boundaries and dimensions established; and

WHEREAS, by Deed of even date herewith Mary Jane Blunt in order to remove any question concerning the boundaries of the properties and location of same has reconveyed to Katie Drayton the properties described in said Deed in Book A-156 at page 138 upon the condition that she the said Katie Drayton should in turn convey said properties back to the said Mary Jane Blunt in accordance with a proper description of same, which said properties are the first parcel of land hereinafter described; and consideration hereinafter set forth Mary

WHEREAS, for the cash/ Jane Blunt has this date purchased from the said Katie Drayton the second parcel hereinafter described; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, THAT

I, KATIE DRAYTON,

in the State aforesaid _____ for and _____ premises
in consideration of the sum of _____
and for the sum of One Hundred Sixty-Five and no/100 (\$165.00) --- DOLLARS,
to _____ in hand paid at and before the sealing of these presents by Mary Jane Blunt

in the State aforesaid _____ the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release
unto the said Mary Jane Blunt, her heirs and assigns forever:

All that certain piece, parcel or lot of land, situate, lying and being in St. Thomas and St. Dennis Parish in the County of Berkeley, State of South Carolina, Measuring and Containing ninety-two one-hundredths (0.92) of an acre, more or less, and being more particularly shown and delineated and designated as Tract "A" on a plat of "Tracts A and B, A - Mary Jane Blunt, B - Katie Drayton About to be conveyed to Mary Jane Blunt" prepared by R. D. Guerry, R.L.S., 7-17-70, a print of which is hereto attached and made a part hereof by reference and measuring and containing and Butting and Bounding on the North three hundred eighty-nine (389') feet on lands of Willie Porcher, Sr.; on the East one hundred twelve (112') feet on Tract "B" as shown on said plat; on the South four hundred (400') feet on lands of Nathaniel Smalls; and on the West one hundred three and five-tenths (103.5') feet on lands of Guggenheim.

A L S O

All that certain piece, parcel or tract of land, situate, lying and being in St. Thomas and St. Dennis Parish in the County of Berkeley, State of South Carolina, Measuring and Containing fifty-five one-hundredths (0.55) acres, more or less, and being more particularly shown and delineated and designated as Tract "B" on a plat of "Tracts A and B, A - Mary Jane Blunt, B - Katie Drayton about to be conveyed to Mary Jane Blunt" prepared by R. D. Guerry, R.L.S., 7-17-70, a print of which is hereto attached and made a part hereof by reference and measuring and containing and Butting and Bounding on the North two hundred twenty (220')

(continued on back)

East on lands of Willie Porcher, Sr.; on the East one hundred seventeen (117') East on lands of the heirs of Jack White; on the South two hundred (200') East on lands of Nathaniel Smalls; and on the West one hundred twelve (112') East on Tract "A" as shown on said plat.

The two (2) parcels of land above described are a portion of that certain tract of land containing eight (8) acres, more or less, conveyed by S. Joseph Warsham to Katie Drayton by Deed, dated May 22, 1862, and of record in the Office of the Clerk of Court for Berkeley County in book A-71 at page 170 and the tract of land above designated as Tract "A" is the parcel of land intended to be conveyed by Katie Drayton to Mary Jane Blunt by her certain Deed, dated 11-16-65, and of record in said Office in book A-156 at page 138, its inclusion within this Deed being by way of confirmation of title in the said Mary Jane Blunt to the parcel as hereinabove described.

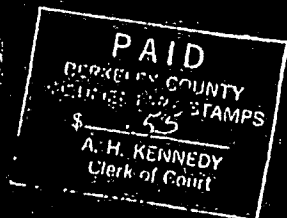
4/12/65 - Plat Book T, page 64

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Mary Jane Blunt, her

Heirs and Assigns forever.



AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Mary Jane Blunt, her

Heirs and Assigns, against my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 31st day of July in the year of our Lord one thousand nine hundred and seventy and in the one hundred and ninety-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF }
KATIE DRAYTON (L. S.)
MARJORIE H. WEST (L. S.)

THE STATE OF SOUTH CAROLINA, }
BERKELEY County. }

PERSONALLY appeared before me Marjorie H. West and made oath that she saw the within named Katie Drayton sign, seal, and as her act and deed, deliver the within written Deed, and that she with H. K. West witnessed the execution thereof.

SWORN to before me, this 31st day of July A. D. 1970
Notary Public of South Carolina
by Commission expires: Nov. 20, 1979

THE STATE OF SOUTH CAROLINA, }
County. } GRANTOR - A WOMAN RENUNCIATION OF DOWER

I, a Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19
Notary Public of South Carolina (SEAL)

State of South Carolina,

COUNTY OF BERKLEY

CITIZEN

TO
WASCO, S. C.
1912

TITLE TO REAL ESTATE

Filed 21st day
of July A. D. 1912
at 11 o'clock A. M.
and recorded in Book 1-312

Page 173 For
W. S. Kennedy
R. S. C. or Clerk Court C. P. & G. S.
W. S. Kennedy County, S. C.

Recorded this 21st day
of July 1912
in Book m Page 6

Fee 50
William A. Hutton
Auditor Berkley County, S. C.

TITLE TO REAL ESTATE

Deed Book A-410, Page 0046

**Mary J. Blunt to Lavenia Porcher &
Chuck E. Williams**

H. N. WEST
#2506.

4.00
35
2.00
1.10

State of South Carolina,

COUNTY OF BERKELEY

MARY JANE BLUNT

TO
LAVENIA PORCHER & CHUCK E.
WILLIAMS, Rt. 1, Box 15-C
Wando, SC 29492

TITLE TO REAL ESTATE

Filed 3rd day
of Sept 1980
at 12:05 o'clock P.M.
and recorded in Book B 410

Page 46
[Signature]
Notary Public or Clerk Court, C.P. & G.S.
Berkeley County, S.C.

Recorded this 3 day
of Sept 1980
in Book 1 Page 10

[Signature]
Auditor Berkeley County, S. C.

PAID
BERKELEY COUNTY
DOCUMENTARY STAMPS
\$ 1.10
R. T. MITCHUM
RMC

RECORDED THIS 3rd DAY
OF Sept 1980
ASSISSOR BERKELEY COUNTY, S. C.

State of South Carolina,
COUNTY OF BERKELEY.

KNOW ALL MEN BY THESE PRESENTS, THAT

I, MARY JANE BLUNT,

in the State aforesaid for and in consideration of the sum of
Seven hundred fifty and no/100 (\$750.00) DOLLARS,

to me in hand paid at and before the sealing of these presents by LAVENIA PORCHER and
CHUCK E. WILLIAMS.

in the State aforesaid _____ the receipt whereof is hereby

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and

release unto the said LAVENIA PORCHER, and CHUCK E. WILLIAMS, their Heirs and
Assigns, the following described real estate, to-wit:

All that certain piece, parcel or tract, of land situate, lying and being
in St. Thomas and St. Dennis Parish in the County of Berkeley, State of
South Carolina, Measuring and Containing fifty-five one hundredths
(0.55) acres, more or less, and being more particularly shown and delineated
and designated as Tract "B" on a plat of "Tracts A and B, A-Mary Jane
Blunt, B-Katie Drayton about to be conveyed to Mary Jane Blunt" prepared
by R. D. Guerry, R.L.S., dated July 17, 1970, and of record in the RMC
Office for Berkeley County in Plat Book "T" at page 64, and Measuring
and Containing and Butting and Bounding on the North two hundred twenty
(220') feet on lands now or formerly of Willie Porcher, Sr.; on the East
one hundred seventeen (117') feet on lands now or formerly of the heirs
of Jack White; on the South two hundred (200') feet on lands of Nathaniel
Smalls; and on the West one hundred twelve (112') feet on Tract "A"
as shown on said plat; property of Mary Jane Blunt, grantor herein.

Being a portion of the properties conveyed to Mary Jane Blunt by deed
of Katie Drayton dated July 31, 1970, and of record in the RMC Office
for Berkeley County in Deed Book A-213 at page 173.

ALSO:
A perpetual free and unlimited right of access to and from the lot herein
conveyed as a means of ingress and egress over and upon and across the
adjacent lot delineated on said plat and described as Tract "A" by means
of a roadway to be constructed at the expense of the grantees from the
roadway delineated on said plat and to the lot herein conveyed which said
right-of-way shall be and remain appurtenant to the lot herein conveyed.

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said --LAVENIA PORCHER and CHUCK E. WILLIAMS, their Heirs and Assigns, against me and my Heirs, and all persons whomsoever, lawfully claiming, or to claim the same or any part thereof. WITNESS my Hand and Seal, this 2nd day of September in the year of our Lord one thousand nine hundred and eighty fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Mary S. Rudloff
Kathleen A. Murray

Mary Jane Blunt (L. S.)
MARY JANE BLUNT (L. S.)

The State of South Carolina,

BERKELEY County.

PERSONALLY appeared before me Kathleen A. Murray and made oath that she saw the within named Mary Jane Blunt sign, seal, and as her act and deed, deliver the within written Deed, and that she with Mary S. Rudloff witnessed the execution thereof.

SWORN to before me, this 2nd

day of September A.D. 1980

Mary S. Rudloff (SEAL)
Notary Public of South Carolina
My Commission Expires May 11, 1983.

Kathleen A. Murray

NO RENUNCIATION OF DOWER

The State of South Carolina,

WOMAN GRANTOR

I, a Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this day of Anno Domini 19

(SEAL)
Notary Public of South Carolina
My Commission Expires

TAX DEED

Deed Book 2143, Page 21

Lavenia Porcher and Ray Williams

to

Glenn Ward Family Revocable Trust, Glenn Ward

thereafter assigned to

Alfrigh G. Williams

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #:	2016009684	Return To:	BERKELEY COUNTY <i>Deliq. Tax.</i>
Receipt Number:	17275		
Recorded As:	DEED		PO BOX 6122
Recorded On:	April 01, 2016		MONCKS CORNER, SC, 29461
Recorded At:	03:20:42 PM	Received From:	BERKELEY COUNTY DELINQUENT TAX COLLECTOR
Recorded By:	CATHY MILLS	Parties:	
Book/Page:	RB 2143: 21 - 25		Direct- PORCHER, LAVENIA
Total Pages:	3		Indirect- WARD FAMILY REVOCABLE TRUST

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$10.00
Consideration:	\$4,400.00
County Tax:	\$4.95
State Tax:	\$11.70
Tax Charge:	\$16.65



RECEIVED

APR 04, 2016

ASSESSOR
BERKELEY COUNTY SC
JANET B. JURSKO
AUDITOR BERKELEY COUNTY SC

Cynthia B. Forte
Cynthia B Forte - Register of Deeds

WHEREAS, on **May 16, 2014**, in accordance with S.C. Code Section 12-51-40(b), I mailed a "Notice of Delinquent Property Taxes, Penalties, Assessments, and Costs," by certified mail, return receipt requested-restricted delivery pursuant to the United States Postal Service "Domestic Mail Manual Section S912" to the following persons/entities at the various addresses set forth with the results indicated below; and

<u>Name and Address</u>	<u>Results</u>
Lavenia Porcher & Ray Williams 3103 North Atlantic Avenue Charleston, SC 29405-7803	Unclaimed

WHEREAS, on **August 1, 2014**, a notice complying with the requirements of S.C. Code Section 12-51-40(c), was posted at one or more conspicuous places on the premises by **Michele Collins** of the Berkeley County Building and Codes Department; and

WHEREAS, an advertisement complying with the requirements of S.C. Code Section 12-51-40(d), was published in the **Post and Courier**, a newspaper of general circulation in Berkeley County, on **November 20, 2014, November 27, 2014, and December 4, 2014**, advertising the property for sale at public auction; and

WHEREAS, on **December 8, 2014**, I sold the property for delinquent taxes in accordance with the requirements of S.C. Code Section 12-51-50, the Grantee(s) herein, **Ward Family Revocable Trust** was the successful bidder, and the amount of the bid was paid to me as required by S.C. Code Section 12-51-60; and

WHEREAS, on **October 28, 2015**, in accordance with the requirements of S.C. Code Section 12-51-120, I mailed a notice of the approaching end of the redemption period, by certified mail, return receipt requested-restricted delivery, to each of the following persons/entities at the addresses set forth with the result indicated below; and

<u>Name and Address</u>	<u>Result</u>
Lavenia Porcher 3103 North Atlantic Avenue Charleston, SC 29405-7803	Received by addressee on October 30, 2015
Ray Williams 3103 North Atlantic Avenue Charleston, SC 29405-7803	Received by addressee On October 30, 2015

WHEREAS, the property was not redeemed in accordance with the requirements of S.C. Code Section 12-51-90; and

WHEREAS, the said **Ward Family Revocable Trust**, by instrument dated March 12, 2015, did thereby assign unto **Glenn Ward**, all right, title and interest in, of an to the aforesaid bid; and

WHEREAS, the said **Glenn Ward**, by instrument dated January 5, 2016, did thereby assign unto **Alfrigh G. Williams**, all right, title and interest in, of an to the aforesaid bid; and

NOW THEREFORE, I, Virginia R. Hamilton, Delinquent Tax Collector of Berkeley County, in consideration of the receipt of **\$4,400.00** which is hereby acknowledged; have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto **Alfrigh G. Williams**, the following described property:


SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining and subject to easements and restrictions of record.


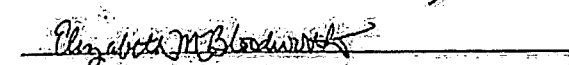
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his/her heirs and/or assigns forever.

Any reference in this instrument to the singular shall include the plural and vice versa. Any reference to one gender shall include the others. Such words of inheritance shall be applicable as required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and the seal of her office on March 9, 2016.


Virginia R. Hamilton
Delinquent Tax Collector
Berkeley County, South Carolina

Signed, sealed, and delivered
in the presence of:

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Virginia R. Hamilton,
Delinquent Tax Collector of Berkeley County, South Carolina, on March 9, 2016.

Louanna Moore
Notary Public for South Carolina
My commission expires: 9/19/24

EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, situate, lying and being in the St. Thomas-St. Dennis Parish, Berkeley County, South Carolina, containing **0.55 acre**, more or less, as will be more fully shown as **Tract B** on a plat prepared by R.D. Guerry, RLS, dated July 17, 1970, and recorded in the Office of the Register of Deeds for Berkeley County, S. C., in **Plat Book T at Page 64**; and having such size, shape, form, delineations, metes and bounds as are shown on said plat.

TOGETHER with an easement reserved for ingress and egress to the within property as set forth in the Deed dated March 18, 1983, of record in **Book A501, at Page 205**.

BEING the property conveyed to Lavenia Porcher and Ray Williams by Lavenia Porcher and Chuck E. Williams by a deed dated March 16, 1983, and recorded in the Office of the Register of Deeds for Berkeley County, S. C., **Book A501, at Page 205**; and being a portion of the properties conveyed to the within Grantors by Mary Jane Blunt by a deed of record in **Book A410, at Page 46**.

TMS: 263-00-01-041

STATE OF SOUTH CAROLINA)
) ASSIGNMENT OF TAX BID
COUNTY OF BERKELEY)

WHEREAS, I Glenn Ward (hereinafter called
ASSIGNOR), on Dec. 08, 2014, was the high bidder at the tax sale in
Berkeley County by Virginia R. Hamilton, Tax Collector, of the real or personal property of
RAY WILLIAMS + POCHER LAVENIA (Delinquent Taxpayer), said taxes being due on: (1) that
tract of land designated as TMS # 2630001041 or (2) that mobile home
described as None; and

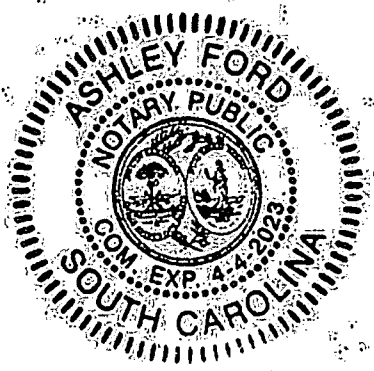
WHEREAS, Alfrigh G. Williams (hereinafter called
ASSIGNEE) has paid me \$ 4400.00 for an assignment of my bid;

NOW, THEREFORE, I, for and in consideration of the sum of \$ 4400⁰⁰/_{xx} to
me in hand paid by ASSIGNEE, do hereby transfer, assign, and setover unto him (her), his (her)
Heirs and Assigns, my certain bid of \$ 4400⁰⁰/_{xx} and authorize the said Tax
Collector, subject to the delinquent taxpayer's right of redemption, to make conveyance of the
property to the said ASSIGNEE at the proper time.

Glenn Ward
ASSIGNOR'S SIGNATURE
1003 Highway 52
P. O. Box 6122
Moncks Corner, SC 29461
(843) 719-4040 or (843) 719-4034

Alfrigh G. Williams
ASSIGNEE'S SIGNATURE
Alfrigh G. Williams
PRINT ASSIGNEE'S NAME
1565 Boston Hill Rd Mt Pleasant SC
ASSIGNEE'S ADDRESS 29466
(843) 5149768
ASSIGNEE'S PHONE NUMBER

SUBSCRIBED AND SWORN TO BEFORE ME
This 5th day of January, 2015
Ashe
NOTARY PUBLIC FOR THE STATE OF SC
My Commission Expires 4-4-23



Seller: Glenn D. Ward

Purchaser: Al Williams

Property Description: The property to be purchased by the Purchaser for which the deposit herein has been issued to the Seller is: parcel number 263-00-01-041, also know as 124 Psalms Lane, Charleston SC 29492.

Deposit: The Purchaser has paid, and the Seller confirms receipt of Two Thousand and Five Hundred Dollars (\$2,500.00) as payment toward the property being sold.

Both the Purchaser and Seller agree the \$2,500.00 deposit described is not refundable for any reason.

Next Payment: The next payment to be made toward the purchase of the property is Two Thousand and Five Hundred Dollars (\$2,500.00) and due on or before the date the deed is transferred to the Purchaser.

Seller:

Glenn D. Ward
843-530-1958

Date: 12-23-15

Purchaser:

Al Williams
(843) 514-9768

Date: 12-23-15

Witness:

Willie J. Porter
843-6973311

Date: 12-23-15

QUIT-CLAIM DEED

Deed Book A-501, Page 205

**Lavenia Porcher and Chuck E. Williams
to
Lavenia Porcher and Chuck E. Williams**

The State of South Carolina,

BOOK A 501 PAGE 205

To All Whom These Presents May Come:

WHEREAS: Laverda Porcher and Chuck E. Williams

SEND GREETING;

Rt 1 Box 15-C
Wando, South Carolina 29492

NOW, KNOW ALL MEN BY THESE PRESENTS, That they the said Laverda Porcher and Chuck E. Williams

in consideration of the premises and also in consideration of the sum of one and 00/100 dollars with love and affection to them in land paid at and before the sealing and delivery of these presents by Laverda Porcher and Ray Williams

(the receipt whereof is hereby acknowledged) have remise, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said Laverda Porcher and Ray Williams, their Heirs and Assigns, the following described real estate, to-wit:

All that certain piece, parcel or tract of land situate, lying and being in St. Thomas and St. Dennis Parish in the County of Berkeley, State of South Carolina, measuring and containing fifty-five one hundredths (0.55) acres, more or less, and being more particularly shown and delineated and designated as Tract "B" on a plat of "Tracts A and B, prepared by R.D. Quarry, R.L.S., dated July 17, 1970, and of record in the REC Office for Berkeley County in Plat Book "T" at page 64, and measuring and containing and Butting and Bounding on the North two hundred twenty (220') feet on lands now or formerly of Willie Porcher, Sr.; on the East one hundred seventeen (117') feet on lands now or formerly of the heirs of Jack White; on the South two hundred (200') feet on lands of Nathaniel Smalls; and on the West one hundred twelve (112') feet on Tract "A" as shown on said plat; property of Laverda Porcher and Chuck E. Williams, grantor herein.

Being a portion of the properties conveyed to Mary Jane Blunt by deed of Katie Drayton dated July 31, 1970, and of record in the REC Office for Berkeley County in Deed Book A-213 at page 173.

ALSO:

A perpetual free and unlimited right of access to and from the lot herein conveyed as a means of ingress and egress over and upon and across the adjacent lot delineated on said plat and described as Tract "A" by means of a roadway to be constructed at the expense of the grantees from the roadway delineated on said plat and to the lot herein conveyed which said right of way shall be and remain appurtenant to the lot herein conveyed.

Being a portion of the properties conveyed to Laverda Porcher and Chuck E. Williams by deed of Mary Jane Blunt dated September 3, 1980, and of record in the REC office for Berkeley County in Deed Book A-410 page 46.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises, in, arising from anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Lavonia Porcher and Ray Williams

heirs and assigns forever in that neither the said parties

nor their heirs, nor any other person or persons claiming under them or them shall at any time hereafter by any way or means have claim or demand any right or title to the aforesaid premises or appurtenances or any part of parcel thereof forever

Witness my hand and seal this 10th day of March

in the year of our Lord one thousand nine hundred and eighty-three and in the two hundred and seven year of the Sovereignty and Independence of the United States of America

Signed, Sealed and Delivered in the presence of

W. M. ...
Jack P. ...

Lavonia Porcher

(L. S.)
Jack P. Williams

(L. S.)

The State of South Carolina,

Charleston County.

PERSONALLY appeared before me, Van M. Mearns
and made oath that he

saw the within named, Lavenia Porcher and
Chuck E. Williams

sign, seal, and as their act and deed, deliver the within written

Deed; and that they with Linda C. Perry

witnessed the execution thereof.

SWORN to before me, this 16th

day of March

A. D. 19 83



Linda C. Perry

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires February 2, 1984

Van M. Mearns

The State of South Carolina,

County.

RENUNCIATION OF DOWER.

I,

do hereby certify unto all whom it may concern, that Mrs.

the wife of the within named

did this day appear before me, and upon being privately and separately examined by me, did declare that she
does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, re-
nounce, release and forever relinquish unto the within named

Heirs and Assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and
singular the premises within mentioned and released.

Given under my Hand and Seal, this

day of

Anno Domini, 19

(SEAL)



8501 RIVERS AVENUE
CHARLESTON, SC 29405
822-872-2248
822-797-3042

CL-263-00-01-041

BOOK 591 PAGE 208

400
.25

The State of South Carolina.

To

QUIT-CLAIM DEED

Filed 17th day
of March A. D. 1983
at 4:45 o'clock P.M.,
and recorded in Book

Page 68 File #
Russell A. Stull
Auditor, S. C.
Berkley County, S. C.

Recorded this 17th day
of March 1983
in Book 1 Page 68

Russell A. Stull
Auditor BERKLEY County, S. C.

RECORDED THIS 21 ST DAY
OF March 1983
ASSASSOR, BERKLEY COUNTY, S. C.

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BERKELEY COUNTY
COURT OF COMMON PLEAS

Dale E. Van Slambrook, Master-in-Equity

Case No. 2017-CP-08-1029

RECEIVED
APR 08 2019
SC Court of Appeals

ALFRIGH G. WILLIAMS,

Respondent

v.

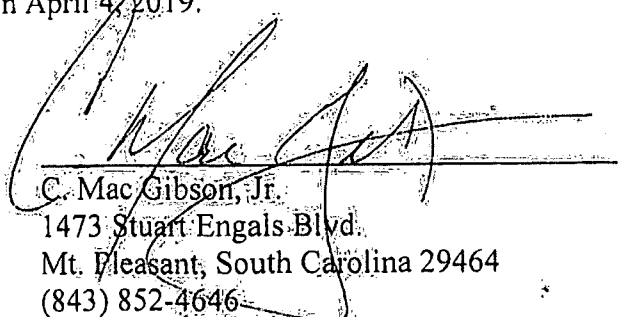
MYRA L. SCOTT,

Appellant.

NOTICE OF APPEAL

Myra L. Scott appeals the Final Order of the Honorable Dale E. Van Slambrook dated March 4, 2019 and the Order Denying Appellant's Motion for Reconsideration dated April 4, 2019. Appellant received the written notice of the Order Denying Appellant's Motion for Reconsideration on April 4, 2019.

April 5, 2019

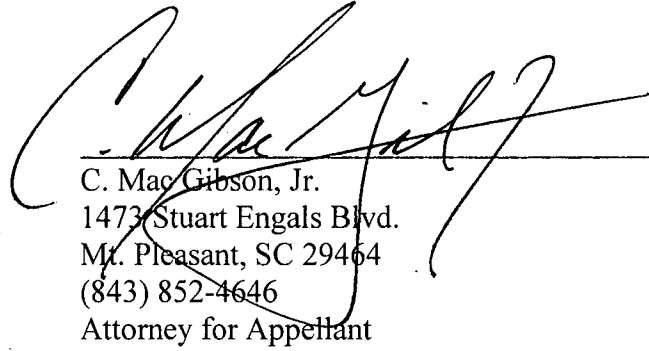

C. Mac Gibson, Jr.
1473 Stuart Engals Blvd.
Mt. Pleasant, South Carolina 29464
(843) 852-4646
Attorney for Appellant

Other Counsel of Record:
E. Mason West, Esquire
West Law Firm, LLC
207 Carolina Avenue
Moncks Corner, SC 29461

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

July 23, 2019



C. Mac Gibson, Jr.
1473 Stuart Engals Blvd.
Mt. Pleasant, SC 29464
(843) 852-4646
Attorney for Appellant

RECEIVED
JUL 31 2019
SC Court of Appeals