

EXHIBIT 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
CASE NO. 2018-CP-08- 817

RONALD L. JONES AND GAYE)
LANGLEY JONES,)

PLAINTIFFS,)

VS.)

ROGERS TOWNSEND &)
THOMAS, P.C., LISA HOSTETLER)
ALEXANDER C. PEABODY AND)
PEABODY & ASSOCIATES, INC.)

DEFENDANTS.)

SUMMONS
(JURY TRIAL DEMANDED)

18 MAY -4 PM 12:14
MARY P. GROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

FILED

TO: THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, which was filed in the Court of Common Pleas in Berkeley County, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on Plaintiff's Attorney Robert W. Maring of Maring & Moyer, LLC at his office located at 1130 Highmarket Street, P.O. Box 478, Georgetown, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

MARING & MOYER, LLC

Robert W. Maring, Esquire
SC Bar No. 8810
Maring & Moyer, LLC
1130 Highmarket Street
Post Office Box 478
Georgetown, SC 29442
Telephone: 843-545-9544
Facsimile: 843-545-9735
Robert@maringmoyer.com
Counsel for the Plaintiff

Georgetown, SC
May 4, 2018

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
CASE NO. 2018-CP-08- 817

RONALD L. JONES AND GAYE)
LANGLEY JONES,)

PLAINTIFFS,)

VS.)

ROGERS TOWNSEND &)
THOMAS, P.C., LISA HOSTETLER)
ALEXANDER C. PEABODY AND)
PEABODY & ASSOCIATES, INC.)

DEFENDANTS.)

COMPLAINT
(JURY TRIAL DEMANDED)

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

18 MAY -4 PM 12:14

FILED

Comes now the Plaintiffs who, complaining of the Defendants, allege as follows:

1. Plaintiffs, Ronald Jones and Gaye Jones are citizens and residents of Berkeley County, South Carolina.
2. Upon information and belief Rogers Townsend & Thomas, P.C. is a professional corporation organized and existing pursuant to the laws of the State of South Carolina and doing business in Berkeley County, South Carolina.
3. Upon information and belief Lisa Hostetler is a citizen and resident Richland County, State of South Carolina and at all times relevant herein was employed as an attorney for the Defendant Rogers, Townsend & Thomas, P.C.
4. Upon information and belief Alexander C. Peabody is a citizen and resident Charleston County, State of South Carolina and at all times relevant herein was a Registered Land Surveyor and an owner/principal in Peabody & Associates Inc.

5. Upon information and belief Peabody & Associates, Inc. is corporation organized and existing pursuant to the laws of the State of South Carolina and doing business as a surveyor in Berkeley County, South Carolina.
6. The Court has jurisdiction over the matters alleged herein pursuant to S.C. Code Ann. §§36-2-802 and 36-2-803, Article V of the Constitution of the State of South Carolina, and the Court's plenary powers.
7. Upon information and belief, venue is proper in Berkeley County, South Carolina.

FACTS

8. Each and every allegation contained herein is repeated as if verbatim.
9. That on or about May 7, 2010 the Plaintiffs purchased the following property from E*TRADE BANK by deed filed with the Berkeley County Register of Deeds Office on May 13, 2010 and recorded in Deed Book RP 8440 at page 218 with the following description:

All that lot, piece, or parcel of land, including any and all improvements thereon, situate lying and being near Cainhoy North of Wando River, Berkeley County, South Carolina, and being shown and designated as Lot 6B on a plat entitled "Plat Showing a Subdivision of Lot 6, "Riverview Village" Creating Lot 6A and 6B, Situated As Shown on Road S-8-33, in Wando, Berkeley County, South Carolina, Presently Owned by David E. Hatchell and Joseph Bartone" dated March 17, 2005 prepared by Charles F. Dawley, Jr. R.L.S., and recorded March 22, 2005, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q, Page 357A. Being more specifically shown and designated on a plat made for Gaye Langley Jones and Robert L. Jones by Peabody & Associates, Inc. dated March 24, 2010 and recorded in Berkeley County in Plat Cabinet P at Page 4A. Reference to said latter plat is hereby craved for a more complete description as to distances, courses, metes and bounds.

10. The Settlement Agent for this transaction was identified on the (HUD-1) Settlement Statement as the Defendant Rogers, Townsend & Thomas, P.C., 220 Executive Center Drive, Suite 109, Columbia, SC 29210.

11. Upon information and belief, attorney's fees for the May 7, 2010 closing were paid to the Defendant Rogers Townsend & Thomas for their role as serving as settlement agent for the real estate transaction.
12. That at all times relevant herein, Defendant Rogers, Townsend, P.C. by and through its employees, including, but not limited to, Lisa Hostetler acted as the Settlement Agent for the Plaintiffs in the above referenced transaction.
13. Upon information and belief Defendant Lisa Hostetler signed the HUD-1 Settlement Statement representing herself to be the Settlement Agent for Defendant Rogers, Townsend, & Thomas, P.C.
14. Upon information and belief, Lisa Hostetler and/or agents of the Defendant Rogers, Townsend & Thomas, P.C. generated title insurance commitments and issued an owners' policy of Title Insurance for this transaction. At all times, Defendant Rogers, Townsend & Thomas, P.C. and Lisa Hostetler, were a licensed attorney and law firm who were practicing law in the State of South Carolina and within the course and scope of their employment and/or agency for the Defendant law firm at the time of their actions and inactions related to the transaction hereinabove referenced.
15. On or about May 15, 2015, the Plaintiff discovered for the first time, that there was an easement of record that affected the property purchased by the Plaintiffs as herein described.
16. Upon information and belief a 25 foot Ingress/Egress easement was created by way a deed from James J. Monogham to Benjamin L. Daniel, Sr. dated April 4, 2006 and recorded in the Office of the Register of Deeds for Berkeley County in Deed Book 5506 at page 12.
17. The easement granted to the owners of Lot 6A (TMS#263-00-03-068) Lot 5 (No. 108 Cainhoy Landing Road, TMS # 263-00-05-005) Lot 6 (No. 110 Cainhoy Landing Road,

TMS # 263-00-05-006) Lot 7 (112 Cainhoy Landing Road, TMS #263-00-05-007) a 25' Ingress/Egress along the Northern boundary of the Lot 6B at the point labeled D and extending one-half the way to the point labeled A as shown on the Plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, "RIVERVIEW VILLAGE", CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" and shall run down the sides of the Lot shown on said plat as going S 9° 22' 10" W for 154.18 and then continuing on lines L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, and L11. Therefore, the Easement will almost completely encircle the Lot 6B except for most of the Northern boundary of the Lot. This easement is given in perpetuity and is to run with the land.

18. The easement described in paragraph 17 herein was created by a Deed in the direct chain of title for the subject premises.
19. That prior to the closing on the Property described herein, the Plaintiff's engaged the services of Alexander C. Peabody with Peabody & Associates, Inc. a Professional Land Surveyor to survey the property for an accurate and detailed description of the property, the improvements and any easements that would affect the property.
20. A survey was performed and a Plat was provided to the Plaintiffs' attorneys prior to closing.
21. The Defendants Alexander C. Peabody with Peabody & Associates, Inc. a Professional Land Surveyor were paid Five Hundred and Fifty 00/100 (\$550.00) Dollars for the preparation and delivery of the Plat.

22. The survey was relied upon to describe the property in the legal description on the Deed conveying the property to the Plaintiffs as herein described and was recorded simultaneously with the Deed.
23. The survey failed to disclose the existence of the easement as described in paragraph 16 herein.
24. Upon information and belief, the existence of this easement was not disclosed to the Plaintiffs prior to the closing on May 7, 2010 or any time after closing by any of the Defendants.
25. Upon information and belief, the existence of this easement should have been disclosed on the Plat prepared by Defendants Alexander C. Peabody, PLS and Peabody & Associates, Inc. prior to the closing and prior to its recording.
26. The existence of the easement is and was a material fact that should have been disclosed to the Plaintiffs prior to closing on the property hereinabove referenced by the Defendants Rogers, Townsend & Thomas, P.C. and Lisa Hostetler.
27. The Plaintiffs are informed and believe that the Defendants Rogers, Townsend & Thomas, P.C. and Lisa Hostetler did not disclose this encumbrance/easement on the property, nor, did the Defendants properly communicate and explain the existence of the easement.
28. The Plaintiffs are informed and believe that the Defendants Alexander C. Peabody and Peabody & Associates, Inc. did not properly disclose this easement on the plat prepared for the Plaintiffs.
29. That as a result of the existence of the easement, the Plaintiffs have lost full enjoyment and use of their property.

30. That subsequent to discovery of the easement, the Plaintiffs have terminated three (3) of the (4) properties that held an easement through agreements between the Plaintiffs and those Lot Owners.
31. That the owners of lot 6-A (TMS#263-00-03-068) will not terminate their rights to the easement, but in the alternative, have agreed to reduce the size and scope of the easement.
32. That as a result, the owners of Lot 6-A will continue to have an easement on the Plaintiffs property, depriving them of exclusive ownership of their property.

FOR A FIRST CAUSE OF ACTION

**(NEGLIGENCE AS TO ROGERS TOWNSEND &
THOMAS, P.C. AND LISA HOSTETLER)**

33. Each and every allegation is repeated as if verbatim.
34. Plaintiffs were foreseeable parties to suffer injury if the Defendants Rogers, Townsend & Thomas, P.C. and Lisa Hostetler failed to perform their duties and meet the standard of care in their representations in the aforementioned property transaction.
35. Defendants Rogers, Townsend & Thomas, P.C. and Lisa Hostetler owed a duty to meet the standard of care in their handling of the closing and transaction and to prevent foreseeable injuries to Plaintiffs.
36. The standard of care for lawyers representing a client in transactions in South Carolina requires a lawyer, among other things, to inform, consult, and communicate with the client as to a transaction about the means by which the client's objectives are to be accomplished, to keep the client reasonably informed about the status of the matter, and to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

37. The injuries and damages suffered by the Plaintiffs were due to and caused by the negligence, recklessness, willfulness and wantonness of the Defendants Rogers, Townsend & Thomas, P.C. and Lisa Hostetler acts of omission and/or commission in the following particulars to wit:

- a. By failing to meet the applicable standard of care in the representation of the Plaintiffs and handling of the transaction described above;
- b. By failing to disclose to the Plaintiffs the existence of the easement as described in herein;
- c. By failing to disclose to the Plaintiff's key facts concerning the transaction which prejudicial to the Plaintiffs' interest;
- d. In failing to properly communicate with the Plaintiffs' before, during or after the transaction;
- e. In failing to properly supervise the transaction;
- f. In failing to properly train its employees;
- g. In failing to properly hire employees with sufficient knowledge and skill to properly conduct the transaction;
- h. In violating the rules, regulations and statutes governing attorneys conduct in the State of South Carolina;

38. That as a direct and proximate result of one or more of the Defendants' actions or omissions the Plaintiffs suffered damages.

39. Plaintiffs are entitled to a judgment for actual and punitive damages as to these Defendants.

EXPERT AFFIDAVIT

40. Each and every allegation is repeated as if verbatim.

41. Pursuant S.C. Code Ann. § 15036-100(B) (2006), attached hereto and incorporated herein by reference as Exhibit 1, is the affidavit of Charles Nation, an expert witness and lawyer licensed to practice law in South Carolina, which specifies at least one negligent act or omission claimed to exist and the factual basis for each claim based upon the available evidence at the time of the filing of the affidavit.

FOR A SECOND CAUSE OF ACTION

(NEGLIGENCE AS TO ALEXANDER C. PEABODY AND PEABODY ASSOCIATES, INC.)

42. Each and every allegation is repeated as if verbatim.
43. Plaintiffs were foreseeable parties to suffer injury if the Defendants Alexander C. Peabody and Peabody & Associates, Inc. failed to perform their duties and meet the standard of care in their representations in their preparation of the Plat for the Plaintiffs.
44. Defendants Alexander C. Peabody and Peabody & Associates, Inc. owed a duty to meet the standard of care in their preparation of the Plat for the transaction and to prevent foreseeable injuries to Plaintiffs.
45. The standard of care for surveyors engaging in the business of surveying in South Carolina requires a surveyor, among other things, to show any easements known to the surveyor on the survey performed and to properly investigate the records of the Register of Deeds, to include, but not limited to, the Deed in the direct chain of title to be able to accurately determine the boundary of the lot and any other encumbrances, including, but not limited to the existence of easements that may exist in the Deed into the current owner of the property.
46. The injuries and damages suffered by the Plaintiffs were due to and caused by the negligence, recklessness, willfulness and wantonness of the Defendants Alexander C.

Peabody and Peabody & Associates, Inc. acts of omission and/or commission in the following particulars to wit:

- i. By failing to meet the applicable standard of care in the preparation of the the Plat for the above described real estate transaction above;
 - j. By failing to disclose on the Plat the existence of the easement as described in herein;
 - k. In failing to properly supervise the preparation of the plat;
 - l. In failing to properly train its employees;
 - m. In failing to properly hire employees with sufficient knowledge and skill to properly prepare the plat;
 - n. In violating the rules, regulations and statutes governing surveyors in the State of South Carolina;
47. That as a direct and proximate result of one or more of the Defendants actions or omissions the Plaintiffs suffered damages.
48. Plaintiffs are entitled to a judgment for actual and punitive damages as to these Defendants.

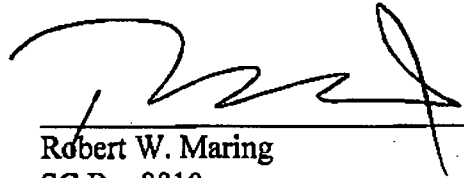
EXPERT AFFIDAVIT

49. Each and every allegation is repeated as if verbatim.
50. Pursuant S.C. Code Ann. § 15036-100(B) (2006), attached hereto and incorporated herein by reference as Exhibit 1, is the affidavit of Wendell Powers, an expert witness and surveyor licensed in South Carolina, which specifies at least one negligent act or omission claimed to exist and the factual basis for each claim based upon the available evidence at the time of the filing of the affidavit.

WHEREFORE, Plaintiffs pray as follows:

- A. For a judgment in an amount to be determined by the jury for actual, consequential and punitive damages against all Defendants;
- B. For the costs and disbursements of this action;
- C. For such other and further relief as the court may deem just and proper.

May 4, 2018



Robert W. Maring
SC Bar 8810
Attorney for Plaintiffs
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Georgetown, SC 29440
843-545-9544 phone
843-545-9735 fax
robert@maringmoyer.com

State of South Carolina)
)
County of Berkeley) In the Court Of Common Pleas
) For the Ninth Judicial Circuit
) Civil Action Number: 2018-CP-09-____

Affidavit Required Under Carolina Code Ann. Section 15-36-100

PERSONALLY APPEARED BEFORE ME, Charles Owen Nation, II, who, after first being duly sworn and under oath, states as follows. I am the owner of Nation Law Firm, P.C., and have been a member of the South Carolina Bar engaged in the general practice of law since November of 1984. I am a member of the South Carolina Bar Association, and have been retained by Robert W. Maring, on behalf of his clients, Gaye Langley Jones and Ronald K. Jones, to give an opinion under South Carolina Code Ann. Section 15-36-100, which requires a contemporaneous affidavit of an expert specifying the negligent act(s) or omission(s) prior to the filing of complaint asserting negligence on the part of an attorney. This affidavit is given in connection with the area of practice dealing with residential real estate closings, more particularly, the refinance of the attorney on the abstract of real property, and the simultaneous representation of an owner of real property, a borrower and mortgagor, and a bank loaning funds on the condition of it being assured of a first mortgage lien encumbering the residential property which secures the repayment of the loan involved with the transaction. The facts as they have been presented to me appear to be as follows, and all references to documents filed of record are intended to refer to the Office of the Register of Deeds for the County of Berkeley, State of South Carolina:

1. Plaintiffs, Gaye Langley Jones and Ronald K. Jones, at all times relevant, were and are residents of the County of Berkeley County, State of South Carolina.
2. Rogers, Townsend & Thomas, LLC, at all times relevant, were licensed attorneys who were practicing law in the State of South Carolina.
3. On information and belief, Lisa M. Hostetler, at all times relevant, was employed by the law firm of Rogers, Townsend & Thomas, LLC.
4. The following property was conveyed by Deed from Riverview Developers, LLC, to Coastal Plains Development, Inc., dated April 8, 2005, and filed of record April 13 2005, in the Office of the Register of Deeds for the County of Berkeley at Deed Book 474 at Page 51:

All that lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being in near Cainhoy North of Wando River, Berkeley County, SC and being shown and designated as Lot 6A & 6B on a plat entitled 'PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SIOTUATED AS WHON ONROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA, PRESENTLY OWENED BY DAVID



E, HATCHELL AND JOSEPH BARTONE" DATED March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S., and recorded March 22, 2005, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q at Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

EXCEPT: a 50' Ingress/Egress Easement and General Utility Easement Labeled A-B-C-D-A as shown on the Plat entitled 'PLAT SHOWING A SUBDIVISION OF LOT 6 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA, PRESENTLY OWED BY DAVID E. HATCHELL AND JOSEPH BARTONE" is hereby dedicated and given to all purchasers and successors of interest in this property and the General Utility Easement is dedicated and given to those entitles which provide said utilities.

This is the same property conveyed to Grantor by deed of Joseph Bartone and David E. Hatchell dated April 5, 2002 and r4ecorded on April 8, 2002 at Book 2686 at Page 290 in the RMC Office of Berkeley County.

TMS #263-00-03-068

5. The property, Lot 6B, was conveyed by Deed of Coastal Plains Development Company, Inc., to James J. Monaghan by deed dated April 8, 2005, and filed of record in Deed Book 4887 at Page 84.
6. The subject property was thereafter conveyed by James J. Monaghan to Benjamin L. Daniel, Sr. by deed dated April 4, 2006, and filed of record in Deed Book 5506 at Page 12, and by Quit Claim Deed of James J. Monaghan to Benjamin L. Daniel, Sr., by deed dated August 22, 2006, and filed of record in Deed Book 5904 at Page 177.
7. Rogers, Townsend & Thomas, LLC issued or caused Investor's Title Insurance Company Policy Number SC401720100521, a Homeowner's Policy of Title Insurance, to be issued, which insures the subject property, property shown and designated as Lot 6B on a plat filed of record in Plat Cabinet Q at Page 357A, hereinafter "Investor's Policy."
8. The exceptions reflected within Investor's Policy, and the Title Insurance Commitment which was prepared prior to the issuance of Investor's Policy, make no mention of some of the documents which are contained within the abstract of the title search.
9. While the abstract of the title search reveals the existence of the following documents in the chain of title to the subject property, the exceptions reflected

within Investor's Policy, and the Title Insurance Commitment which was prepared prior to Investor's Policy, make no mention of the following documents:

- a. Easement to real estate from Candace A. Harvey, owner of Lot Number 6, as reflected on Slide Cabinet G at Page 6; and
- b. Easement in a deed from Coastal Plains Development Co., Inc., to James J. Monaghan dated April 8, 2005, and filed of record in the Office of the Register of Deeds for the County of Berkeley in Volume 4887 at Page 65; and
- c. Easement in deed from James J. Monaghan to Benjamin L. Daniel, Sr., dated April 4, 2006, and filed of record April 5, 2006, in the Office of the Register of Deeds for the County of Berkeley in Volume 5506 at Page 13, which conveyance and easement state as follows:

All my one-half interest in that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and being in all that lot, piece, or parcel of land, including any and all improvements thereon situate, lying and being in near Cainhoy North of Wando River, Berkeley County, SC and being shown and designated as Lot 6B on a plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" DATED MARCH 17, 2005, PREPARED BY Charles F. Dawley, Jr., R.L.S., and recorded March 22, 200, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q, Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

EXCEPT: A 25' Ingress/Egress Easement is hereby dedicated and given to all owners and successors of interest in Lot 6A (TMS#263-00-03-068) as shown on the above-referenced plat, Lot 5 (No. 108 Cainhoy Landing Road, TMS#263-00-05-005) as shown on the above-referenced plat, Lot 6 (No. 110 Cainhoy Landing Road, TMS#263-00-05-006) as shown on the above referenced plat, and Lot 7 (112 Cainhoy Landing Road, TMS#263-00-05-007) AS SHOWN ON A PLAT DATED 9/1/86 BY Carolina Surveying & Mapping, William H Dennis RLS, and entitled "PLAT OF 45.02 ACRES KNOWN AS CAINHOY LANDING CONTAINING 30 LOTS AND DEPICTING AS BUJIT LOCATIONS OF ROADS AND EASEMENTS LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA," as

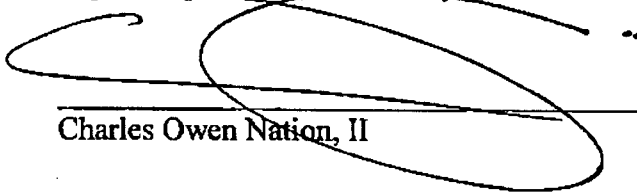
recorded in Plat Cabinet G page 6, in the RMC Office for Berkeley County. This Easement shall be on the Northern boundary of the Lot 6B at the point labeled D and extending one-half the way to the point labeled A as shown on the Plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" and shall run down the sides of the Lot shown on said plat as going S 9° 22/10" W for 154.18'. and then continuing on Lines L1, L2, L3, L4, L4, L6, L7, L8, L9, L10 and L11. Therefore, the Easement will almost completely encircle the Lot 6B except for most of the Northern boundary of the Lot. This easement is given in perpetuity and is to run with the land.

TMS#263-00-03-079

10. The Master in Equity's deed which serves to transfer the property to E Trade* Bank of Fort Mill South Carolina, conveys Lot 6B as shown on a plat filed in Plat Cabinet Q at Page 357A, this being the identical property conveyed by deed of James J. Monaghan to Benjamin L. Daniel, Sr., dated April 4, 2006, and filed of record April 5, 2006, in Book 5506 at Page 12 and also by Quit Claim Deed of James J. Monaghan to Benjamin L. Daniel, Sr., dated August 22, 2006 and filed of record in the Office of the Register of Deeds for Berkeley County on August 28, 2006 in Book 5904 at Page 177.
11. Easements filed of public record were not noted and included within the title insurance commitment nor in the title insurance policy but were, however, noted in the abstract.
12. The plat of Lot Number 6B filed of record in Plat Cabinet P at Page 4A, prepared by Alexander C. Peabody, PLS with Peabody & Associates, Inc., does not reflect the existence of the easements above which completely encircle Lot 6B for a width of 25 feet except for most of the northern part of the lot. Further, the exceptions reflected within Investor's Policy, and the Title Insurance Commitment which was prepared prior to the issuance of Investor's Policy, excludes all loss, costs, attorney's fees and expenses resulting from those matters disclosed on a plat by Peabody & Associates, Inc., dated March 24, 2010.
13. I know I have not reviewed the entire closing file maintained by the parties.
14. I have attached a RESUME which reflects some of my educational background and experience, believe I am an expert in the field of residential real estate transactions, and estimate I have personally served as the closing attorney for either the seller or the purchaser or the bank, and others, in a variety of

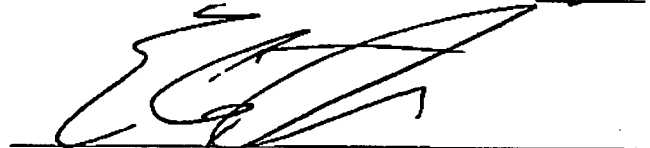
transactions which include sales, purchases, refinances, etc., in more than one thousand (1,000) residential real estate transactions since my admission to the bar in 1984.

15. Based on the foregoing facts, the validity and accuracy of which I assume, it is my judgment Lisa M. Hostetler and the law firm which employed her appear to have been negligent in (a) failing properly to review the abstract of the subject property, and (b) in failing properly to list the exceptions applicable to the subject property. The factual basis for my opinion is my review of the files shared with me. As a result of the failure to review the abstract and note the easements filed of record, the subject property was purchased and easements which exists as a matter of record affect the subject property but were not disclosed.
16. In my judgment, a reasonably competent and careful South Carolina lawyer would not have closed the Loan and allowed the conveyance without reviewing the abstract, and the easements, and the plats related thereto, and explained the effect of the documents revealed in the abstract but not in the title insurance commitment or policy to be issued. I hold the foregoing opinions to a reasonable degree of professional certainty.



Charles Owen Nation, II

Sworn and subscribed to before me this 2 day of May, 2018.



Notary Public for South Carolina
My commission expires: 05/16/2027
(Seal)

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
CASE NO. 2018-CP

RONALD L. JONES AND GAYE)
LANGLEY JONES,)
PLAINTIFFS,)

VS.)

AFFIDAVIT OF WENDELL POWERS

ROGERS TOWNSEND &)
THOMAS, P.C., LISA HOSTETLER)
ALEXANDER C. PEABODY AND)
PEABODY & ASSOCIATES, INC.)

PERSONALLY APPEARED BEFORE ME, Wendell C. Powers who, after being duly sworn and under oath states as follows. I am a licensed surveyor in the State of South Carolina and am the owner of Powers Land Surveying and have been engaged as a land surveyor in South Carolina since June 1970. I have been retained by Robert W. Maring, on behalf of his clients, Gaye Langley Jones, and Ronald K. Jones, to give an opinion under South Carolina Code Ann. Section 15-36-100 which requires a contemporaneous affidavit of an expert specifying the negligent act(s) or omissions(s) prior to the filing of a complaint asserting negligence on the part of a land surveyor. This affidavit is given in connection with the preparation of a Plat for a real estate transaction in Berkeley County, South Carolina. These are the facts as have been provided to me as well as my opinion on this matter.

1. Plaintiffs, Ronald Jones and Gaye Jones are citizens and residents of Berkeley County, South Carolina.
2. Alexander C. Peabody is a citizen and resident Charleston County, State of South Carolina and at all times relevant herein was a Registered Land Surveyor and an owner/principal in Peabody & Associates, Inc..
3. Upon information and belief Peabody & Associates Inc. is corporation organized and existing pursuant to the laws of the State of South Carolina and doing business as a surveyor in Berkeley County, South Carolina.



4. The following property was conveyed by Deed from Riverview Developers, LLC, to Coastal Plains Development, Inc., dated April 8, 2005, and filed of record April 13 2005, in the Office of the Register of Deeds for the County of Berkeley at Deed Book 474 at Page 51:

All that lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being in near Cainhoy North of Wando River, Berkeley County, SC and being shown and designated as Lot 6A & 6B on a plat entitled 'PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SIOTUATED AS WHON ONROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA, PRESENTLY OWENED BY DAVID E, HATCHELL AND JOSEPH BARTONE" DATED March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S., and recorded March 22, 2005, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q at Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

EXCEPT: a 50' Ingress/Egress Easement and General Utility Easement Labeled A-B-C-D-A as shown on the Plat entitled 'PLAT SHOWING A SUBDIVISION OF LOT 6 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA, PRESENTLY OWED BY DAVID E. HATCHELL AND JOSEPH BARTONE" is hereby dedicated and given to all purchasers and successors of interest in this property and the General Utility Easement is dedicated and given to those entitles which provide said utilities.

This is the same property conveyed to Grantor by deed of Joseph Bartone and David E. Hatchell dated April 5, 2002 and r4ecorded on April 8, 2002 at Book 2686 at Page 290 in the RMC Office of Berkeley County.

TMS #263-00-03-068

5. The property, Lot 6B was conveyed by Deed from Coastal Plains Development Company Inc. to James J. Monaghan by deed dated April 8, 2005 and filed of Record in Deed Book 4887 at Page 84.
6. The property was thereafter conveyed by James J. Monaghan to Benjamin L. Daniel, Sr. by deed dated April 4, 2006 and filed of record in Deed Book 5506 at page 12, and by Quit Claim Deed of James J. Monaghan to Benjamin L. Daniel, Sr. by deed dated August 22, 2006, and filed of record in Deed Book 5904 at page 177.

7. That the Deed from James J. Monaghan to Benjamin L. Daniel Sr. dated April 5, 2006

reserved the following description and easement:

All my one-half interest in that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and being in all that lot, piece, or parcel of land, including any and all improvements thereon situate, lying and being in near Cainhoy North of Wando River, Berkeley County, SC and being shown and designated as Lot 6B on a plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" DATED MARCH 17, 2005, PREPARED BY Charles F. Dawley, Jr., R.L.S., and recorded March 22, 2005, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q, Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

EXCEPT: A 25' Ingress/Egress Easement is hereby dedicated and given to all owners and successors of interest in Lot 6A (TMS#263-00-03-068) as shown on the above-referenced plat, Lot 5 (No. 108 Cainhoy Landing Road, TMS#263-00-05-005) as shown on the above-referenced plat, Lot 6 (No. 110 Cainhoy Landing Road, TMS#263-00-05-006) as shown on the above referenced plat, and Lot 7 (112 Cainhoy Landing Road, TMS#263-00-05-007) AS SHOWN ON A PLAT DATED 9/1/86 BY Carolina Surveying & Mapping, William H Dennis RLS, and entitled "PLAT OF 45.02 ACRES KNOWN AS CAINHOY LANDING CONTAINING 30 LOTS AND DEPICTING AS BUJIT LOCATIONS OF ROADS AND EASEMENTS LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA," as recorded in Plat Cabinet G page 6, in the RMC Office for Berkeley County. This Easement shall be on the Northern boundary of the Lot 6B at the point labeled D and extending one-half the way to the point labeled A as shown on the Plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" and shall run down the sides of the Lot shown on said plat as going S 9° 22' 10" W for 154.18'. and then continuing on Lines L1, L2, L3, L4, L4, L6, L7, L8, L9, L10 and L11. Therefore, the Easement will almost completely encircle the Lot 6B except for moat of the Northern boundary of the Lot. This easement is given in perpetuity and is to run with the land.

TMS#263-00-03-079

8. The Master in Equity's deed which serves to transfer the property to E Trade* Bank of Fort Mill

South Carolina, conveys Lot 6B as shown on a plat filed in Plat Cabinet Q at Page 357A, this being the identical property conveyed by deed of James J. Monaghan to Benjamin L. Daniel, Sr., dated April 4, 2006, and filed of record April 5, 2006, in Book 5506 at Page 12 and also by Quit Claim Deed of James J. Monaghan to Benjamin L. Daniel, Sr., dated August 22, 2006 and filed of record in the Office of the Register of Deeds for Berkeley County on August 28, 2006 in Book 5904 at Page 177.

9. A plat of Lot Number 6B filed of record in Plat Cabinet P at Page 4A, prepared by Alexander C. Peabody, PLS with Peabody & Associates, Inc., does not reflect the existence of the easement above which completely encircled Lot 6B for a width of 25 feet except for most of the northern part of the lot.
10. I have worked in the surveying business for over 47 years and have been registered land surveyor for most of my time in the business.
11. I have surveyed thousands of properties over my career and have prepared as many plats. I have prepared thousands of plats for residential closings.
12. I am currently licensed as a Registered Land Surveyor in the State of South Carolina and have been since April 1973.
13. I have been in the continual practice of land surveying as a Registered Land Surveyor since my licensing in 1973.
14. South Carolina has established the minimum standards for the practice of surveying in South Carolina pursuant to State of South Carolina Code of Regulations Chapter 29, Article 4 Regulations 400-490.
15. Based on the forgoing facts a review of the proposed Complaint and consultation with Plaintiff's counsel, the validity of which I have to assume, it is my judgment that Alexander C. Peabody and Peabody Associates, Inc. appears to have been negligent in failing to meet the minimum standards required of land surveyors as defined in State of South Carolina Code of Regulations

Chapter 29, Article 4 Regulations 400-490 in the following ways: (a) failing to disclose the 25 foot easement on the March 24, 2010 plat to the Plaintiffs (b) in failing to review deeds into the chain of title necessary to properly execute the survey and preparation of the plat according to the findings of all relevant information; and (c) in failing to accurately present and reveal all of the pertinent information included in the legal descriptions on the Plat;

16. It is my judgment, a reasonably competent and careful South Carolina Land Surveyor would have properly and carefully researched the legal descriptions of the property to insure that an accurate and complete representation of all relevant matters were disclosed on the Plat.
17. This opinion is made to a reasonable degree of professional land surveyor certainty.


Wendell G. Powers, Registered Land Surveyor

Sworn to Before me on this 3rd day

of May, 2018

Notary Public for South Carolina

My commission expires: 5/8/23

EXHIBIT 2

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120 00020479 Vol: 6664 Pg: 181



Instrument Number: 2007- 00020479

Recorded On: June 22, 2007

As
Easement

Parties: CAROLINA CONCRETE HOMES INC

To

DANIEL BENJAMIN L SR.

Recorded By: CUTCHIN LAW FIRM

Num Of Pages: 4

Comment:

** Examined and Charged as Follows: **

Easement:	10.00
Recording Charge:	10.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For. Berkeley County, SC.

File Information:

Document Number: 2007- 00020479
Receipt Number: 126884
Recorded Date/Time: June 22, 2007 11:35:58A
Book-Vol/Pg: Bk-R VI-6664 Pg-181
Cashier / Station: B Blake / Cash Station 7

Record and Return To:

CUTCHIN LAW FIRM
985-B JOHNNIED DODDS BLVD.
MT PLEASANT SC 29464



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

After Recording, Please Return to:

00020479 Vol: 6664 Pg: 182

William J. Cutchin, Esquire
Cutchin Law Firm, PC
985-B Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

EASEMENT TO
REAL ESTATE

WHEREAS, I, authorized representative of Carolina Concrete Homes, Inc., henceforth, "Grantor," being the owner of the following real property (the "Property"):

ALL that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying, and being near Cainhoy North of Wando River, Berkeley County, SC and being shown and designated as Lot 6A on a plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, "RIVERVIEW VILLAGE", CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" dated March 17, 2005, prepared by Charles F. Dawley, Jr., R. L.S. and recorded March 22, 2005 in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q, Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds; TMS # 263-00-03-079.

WHEREAS, Benjamin L. Daniel, Sr., henceforth "Grantee," being the owner of real property adjoining or adjacent to the above cited property, which said property is described as follows:

ALL that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying, and being near Cainhoy North of Wando River, Berkeley County, SC and being shown and designated as Lot 6B on a plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, "RIVERVIEW VILLAGE", CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" dated March 17, 2005, prepared by Charles F. Dawley, Jr., R. L.S. and recorded March 22, 2005 in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q, Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds; TMS # 263-00-03-068.

Grantee's Address: 145 Meme Way, Charleston, SC 29492

NOW THEREFORE, Grantor, having received good and valuable consideration, including the sum of \$1.00, receipt of which is expressly acknowledged by the same, on behalf of themselves, their heirs, and assigns, **DOES HEREBY GRANT** to Grantee, his heirs, and assigns, an easement as follows:

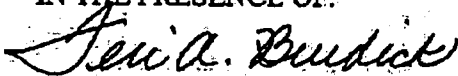
THE RIGHT of the owner of Lot 6-A to the use of the northern pier head on the dock, and the owner of 6-A has the right to upgrade the northern pier head. The owners of 6-A and 6-B agree to share usual and customary maintenance for the dock and pier heads, as well as share the cost for the dock insurance equally.

Grantee agrees for himself, his heirs, and assigns to hold Grantors harmless for any liability resulting from the use and enjoyment of the gate by Grantee or his invitees. Further, Grantee agrees that neither he nor his heirs or assigns will ever attempt to claim ownership of the area in which the easement is given by any means of adverse possession.

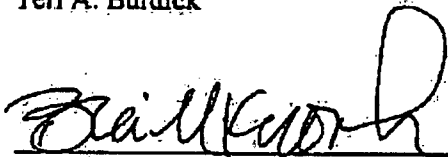
This easement and agreements shall be binding on all Persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Furthermore, this easement and agreements shall inure to the benefit of each and every owner of all or any portion of the real estate and shall run with the title of the real property.

WITNESS our Hands and Seals, this ^{June} 14 day of May in the year of our Lord two thousand seven (2007) and in the two hundred and thirtieth year of the Sovereignty and Independence of the United States of America.

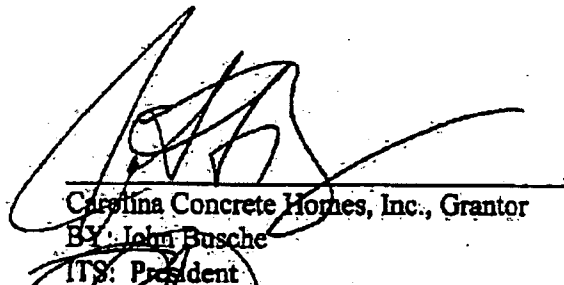
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

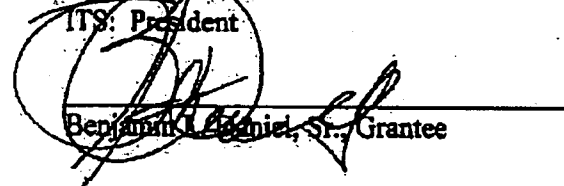


Teri A. Burdick



Brian M. Knowles


Carolina Concrete Homes, Inc., Grantor
BY: John Busche
ITS: President


Benjamin L. Daniel, Sr., Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

PROBATE

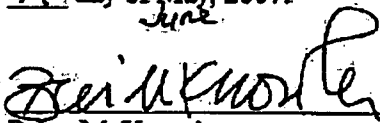
PERSONALLY appeared before me Teri A. Burdick and made oath that she saw the within named authorized representative of Carolina Concrete Homes, Inc. and Benjamin L. Daniel, Sr. sign, seal, and as their acts and deeds, deliver the within written Easement, and that she with Brian M. Knowles witnessed the execution thereof.



Teri A. Burdick

SWORN TO before me, this

14 day of ~~May~~ June, 2007.



Brian M. Knowles

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: November 15, 2014

EXHIBIT 3

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
RONALD L. JONES and GAYLE)
LANGLEY JONES,)
)
Plaintiffs,)
)
vs.)
)
ROGERS TOWNSEND & THOMAS, P.C.,)
LISA HOSTETLER ALEXANDER,)
C. PEABODY, and PEABODY &)
ASSOCIATES, INC.,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
Civil Action No. 2018-CP-08-817

ANSWER OF ROGERS TOWNSEND &
THOMAS and
LISA HOSTETLER ALEXANDER

2018 JUN 12 PM 3:59
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

FILED

Rogers Townsend & Thomas, P.C. and Lisa Hostetler Alexander (collectively "Defendants")
answer the allegations of the Complaint as follows.

FOR A FIRST DEFENSE

1. Defendants deny all allegations of the Complaint unless otherwise admitted, qualified, or explained.
2. Defendants admit, upon information and belief, the allegations of Paragraphs 1, 4, and 5 of the Complaint.
3. Defendants admit the allegations of Paragraphs 2 and 3 of the Complaint.
4. Defendants deny the allegations of Paragraphs 6 and 7 of the Complaint.
5. Answering the allegations of Paragraph 8 of the Complaint, Defendants repeat and reallege the foregoing.
6. Defendants deny so much of the allegations of Paragraph 9 of the Complaint as can be construed to allege the property was purchased on May 7, 2010, and that the property description includes "recorded in Berkeley County in Plat Cabinet P at Page 4A" and admit the

balance of the allegations. Further answering said Paragraph, Defendants are informed and believe the deed was issued and the property purchased by Plaintiffs on March 12, 2010 and the description contains the phrase "recorded in Berkeley County in Plat Cab. N at Page 392P."

7. Defendants admit the allegations of Paragraphs 10 and 11 of the Complaint.

8. Defendants deny so much of the allegations of Paragraphs 12, 13, and 14 of the Complaint as can be construed to allege that Lisa Hostetler acted as a settlement agent, signed any documents, or issued any title policies, or acted in any capacity at the Plaintiffs' closing.

9. Defendants are without knowledge of and therefore deny the allegations of Paragraph 15 of the Complaint.

10. Defendants admit the allegations of Paragraph 16 of the Complaint.

11. Defendants admit the allegations of Paragraph 17 of the Complaint except that the words "Ingress/Egress along the Northern boundary" should read "Ingress/Egress beginning on the Northern boundary" and the words "L10, and L1" should read "L10, and L11."

12. Defendants admit the allegations of Paragraphs 18 through 23 of the Complaint.

13. Defendants admit the allegations of Paragraphs 24 through 28 of the Complaint.

14. Defendants deny the allegations of Paragraph 29 and 30 of the Complaint.

15. Defendants are without knowledge of and therefore deny the allegations of Paragraph 31 of the Complaint.

16. Defendants deny the allegations of Paragraph 32 of the Complaint.

17. Answering the allegations of Paragraph 33 of the Complaint, Defendants repeat and reallege the foregoing.

18. Defendants admit the allegations of Paragraph 34 of the Complaint, but deny any damage to Plaintiffs.

19. Defendants admit the allegations of Paragraphs 35 and 36 of the Complaint.

20. Defendants deny the allegations of Paragraphs 37 through 39 of the Complaint.

21. Answering the allegations of Paragraph 40 of the Complaint, Defendants repeat and reallege the foregoing.

22. Defendants admit an affidavit is attached, and deny all other allegations of Paragraph 41 of the Complaint.

23. Answering the allegations of Paragraph 42 of the Complaint, Defendants repeat and reallege the foregoing.

24. The allegations of Paragraphs 43 through 50 of the Complaint do not implicate Defendants and therefore do not require an answer from Defendants, but if an answer is required, Defendants deny the same.

FACTS COMMON TO AND INCORPORATED INTO ALL DEFENSES

25. Plaintiffs own Lot 6B.
26. The dominant property, if an easement exists, is Lot 6A.

FOR A SECOND DEFENSE
(Not the Real Party in Interest)

27. Ronald L. Jones transferred all his right, title, and interest in the property at issue to Gayle L. Jones by quit claim deed dated February 28, 2012 and filed in the Berkeley County Register of Deeds office at Book 9344, page 315.

28. Ronald L. Jones is not a real party in interest.
29. Ronald L. Jones must be dismissed from this action.
30. As to Ronald L. Jones, Defendants plead lack of interest as a complete defense.

FOR A THIRD DEFENSE
(Statute of Limitations)

31. Plaintiffs have owned the property continuously since March 12, 2010.
32. Plaintiffs knew or should have known that there might exist an easement on their own property.
33. Plaintiffs have failed to bring their action within the three-year statute of limitations.
34. Defendants plead the statute of limitations as a complete defense.

FOR A FORTH DEFENSE
(Easement, If Any Such Exists, Is No Longer Enforceable So There Are No Damages)

35. Plaintiff's house and garage was constructed no later than November 2006.
36. Plaintiff's fence was, upon information and belief, constructed no later than November 2006.
37. Plaintiff's garage and fence completely block the purported 25-foot easement on the East side of the property.
38. Plaintiff's fence on the West side of the property from the Fire Pit to the property line was built no later than November 2006.
39. Plaintiff's fence on the West side of the property runs across the entire purported easement.
40. Plaintiff's garage and fences were continuously and are currently obstructing the purported easement and were hostile to the use of the purported easement, were open to the view of all who attempted to use the purported easement, were actually in place, were notorious, and provided exclusive possession to Plaintiffs to the exclusion of all the world.

41. Plaintiff's garage and fences have been continuously in place for longer than 10 years.

42. The owner of Lot 6A can no longer enforce any purported easement on Lot 6B.

43. The owner of Lot 6A is estopped from attempting to enforce the purported easement.

44. Because there is no longer an enforceable easement, if ever there were one, Plaintiff cannot assert any damages.

45. Defendants plead no easement and therefore no damages as a complete defense.

FOR A FIFTH DEFENSE
(Purported Easement Never Existed)

46. The granting clause in the deed from Coastal Plains Development Co., Inc. to James J. Monaghan employs language that is confusing and contradictory.

47. There was no grantee in the language Plaintiff relies upon.

48. The language Plaintiff relies upon did not reserve or grant an easement.

49. There is no easement to a third party prior to the deed to Monaghan.

50. If Coastal Plains Development Co., Inc. was attempting to create an easement, it failed to do so.

51. Coastal Plains Development Co., Inc. did not follow the requirement of the common law.

52. Any attempt to create an easement must follow the common law because the common law is the controlling law regarding easements in South Carolina.

53. Failure to follow the requirement of the common law is fatal to any attempt to establish an easement.

54. Defendants plead that no easement ever existed as a complete defense.

FOR A SIXTH DEFENSE
(No Easement Existed)

55. There is no requirement for Lot 6A to have ingress and egress to any identifiable reason on Lot 6B.

56. Lot 6A has access to the marsh on its own boundary.

57. Lot 6A has access to the outside world on its own boundary.

58. An easement over Lot 6B is not necessary to the proper enjoyment of Lot 6A.

59. The purported easement over Lot 6B is not required for the proper enjoyment of Lot 6A.

60. Defendants plead that no easement exists as a complete defense.

FOR AN SEVENTH DEFENSE
(Plaintiffs Cannot Show Damages)

61. There is a grave on Lot 6B as shown by a gravestone.

62. Plaintiffs closed on the house knowing that the gravestone existed on Lot 6B.

63. Plaintiffs were aware that persons related to the deceased are entitled to come onto their property to visit the grave of their relative.

64. Plaintiffs waived any objection to having unknown numbers of strangers access their property when they closed knowing of the marked grave on their new property.

65. A copy of the e-mail from Plaintiffs accepting the property with the gravestone is attached as Exhibit "A."

66. Plaintiffs cannot show any damages from the owners of Lot 6A having access to their property when they are willing to allow unknown numbers of complete strangers to access their property.

67. Defendants plead no damages as a complete defense.

FOR AN EIGHTH DEFENSE
(Easement Waived)

68. Plaintiff's house, garage, and fences were constructed no later than November 2006.

69. The owner of Lot 6A took possession of Lot 6A on or about May 4, 2006.

70. The owner of Lot 6A could have observed the construction of the garage and fences on Lot 6B.

71. The owner of Lot 6A constructed the house on Lot 6A before February 7, 2007.

72. On information and belief, the owner of Lot 6A did not protest the construction of the garage or the fences on Lot 6B at any time up to the present.

73. The owner of Lot 6A has waived any claim to an easement across Lot 6B.

74. Because the owner of Lot 6A has waived any claim to an easement, Plaintiffs have suffered no damages.

75. Defendants plead waiver of the easement by the dominant property owner as a complete defense.

FOR A NINTH DEFENSE OF LISA HOSTETLER ALEXANDER
(Not the Proper Party)

76. Lisa Hostetler Alexander was not the supervising attorney in the closing of the lot for Plaintiffs.

77. Lisa Hostetler Alexander did not owe Plaintiffs any duty to give them legal advice or to notify them of any easement on their property.

78. Lisa Hostetler Alexander pleads that she is not a proper party to this lawsuit as a complete defense.

79. Lisa Hostetler Alexander pleads lack of any duty as a complete defense.

FOR A TENTH DEFENSE
(SCRPC Rule 12(b)(7))

80. Jones claims that the owners of Lot 6B have an easement over her property, Lot 6A.

81. Rogers Townsend & Thomas, P.C. would affirmatively plead and show that the owners of Lot 6A either never had an easement or have waived the easement or are estopped to claim an easement over Lot 6B.

82. Adjudication of the existence *vel non* of the easement in this matter without binding the owners of Lot 6B will fail to provide complete relief to the parties.

83. The owners of Lot 6B should be joined in this action.

84. This action should be dismissed for failure to join necessary parties or in the alternative the necessary parties should be joined.

WHEREFORE, having fully answered, Defendants pray for judgment in their favor, for costs, and for such other and further relief as the Court finds just and fair.

BRUNER, POWELL, WALL & MULLINS, LLC



Warren C. Powell, Jr.

S.C. Bar No. 4525

P.O. Box 61110

Columbia, SC 29260

(803) 252-7693

Fax (803) 254-5719

wpowell@brunerpowell.com

Columbia, South Carolina

June 8, 2018

EXHIBIT 4

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

RONALD L. JONES, et al.

Plaintiff,

vs.

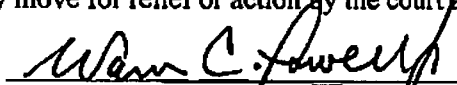
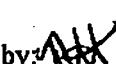
Rogers Townsend & Thomas, PC, et al.

Defendant.

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT

CASE NO.: 2018-CP-08-817

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: _____, Bar No. ____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____		Defendant's Attorney: Warren C. Powell, Jr., Bar No. 4525 Address: _____ PO Box 61110, Columbia SC 29260 Phone: 803-252-7693 Fax _____ E-mail: BRobinson@BrunerPowell.com Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Motion to Add Party Estimated Time Needed: 45 min Court Reporter Needed: ☒ YES / ☐ NO			
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
 Signature of Attorney for ☐ Plaintiff / ☒ Defendant		June 8, 2018 Date submitted	
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$ ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION			
Collected by:  Date Filed:  ☐ MOTION FEE COLLECTED: \$ ☐ CONTESTED - AMOUNT DUE: \$			

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	Civil Action No. 2018-CP-08-817
	)	
RONALD L. JONES and GAYLE	)	
LANGLEY JONES,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	DEFENDANT ROGERS TOWNSEND &
	)	THOMAS, P.C.'S MOTION TO ADD
ROGERS TOWNSEND & THOMAS, P.C.,	)	A PARTY
LISA HOSTETLER ALEXANDER,	)	(SCRCP RULE 19(a))
C. PEABODY, and PEABODY &	)	
ASSOCIATES, INC.,	)	
	)	
Defendants.	)	

TO: ROBERT W. MARING, ESQUIRE, ATTORNEYS FOR THE PLAINTIFFS.

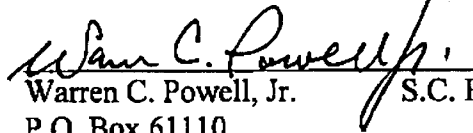
You will please take notice that defendant, Rogers Townsend & Thomas, P.C., will, by and through its undersigned attorney, move before the Court at the Courthouse, 300 California Avenue, Moncks Corner, South Carolina, in ten days or as soon thereafter as it can be heard for an order making THOMAS HUGUENIN GAILLARD, as Trustee of The Thomas Huguenin Gaillard Revocable Trust, Dated April 3, 2007, AND THOMAS W. CONE, JR., as Trustee of The Thomas W. Cone, Jr. Revocable Trust, Dated April 3, 2007 parties plaintiff needed for a just adjudication under SCRCP Rule 19(a) as plaintiffs.

The grounds for the motion are set forth in a memorandum file contemporaneously herewith.

FILED
 2018 JUN 12 PM 4:02
 MARY P. BROWN
 CLERK OF COURT
 BERKELEY COUNTY, SC

Movant attempted to consult with opposing counsel, as required by Rule 11, SCRCP, both by telephone and by e-mail, but was unable to reach opposing counsel.

BRUNER, POWELL, WALL & MULLINS, LLC



Warren C. Powell, Jr.

S.C. Bar No. 4525

P.O. Box 61110

Columbia, SC 29260

(803) 252-7693

Fax (803) 254-5719

wpowell@brunerpowell.com

Columbia, South Carolina

June 8, 2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

RONALD L. JONES and GAYLE)
LANGLEY JONES,)
)
Plaintiffs,)
)
vs.)
)
ROGERS TOWNSEND & THOMAS, P.C.,)
LISA HOSTETLER ALEXANDER,)
C. PEABODY, and PEABODY &)
ASSOCIATES, INC.,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
Civil Action No. 2018-CP-08-817

MEMORANDUM IN SUPPORT OF
DEFENDANT ROGERS TOWNSEND &
THOMAS, P.C.'S MOTION TO ADD
A PARTY
(SCRCP RULE 19(a))

THE FACTS

The plaintiffs (collectively "Jones") purchased property on which Rogers Townsend & Thomas, P.C. ("RT&T") acted as the closing attorney in 2010. Jones claims to have discovered an easement on the property of which it claims to have been unaware at the time of purchase. Jones sued RT&T for failing to inform Jones of the easement prior to closing. RT&T issued a policy of title insurance to Jones.

RT&T has or will enter defenses to the Jones claims. RT&T avers that the easement being sued over is not legally viable, or that the dominant property holder has waived the easement or that the dominant property holder is estopped to assert the easement.

The proposed new parties, THOMAS HUGUENIN GAILLARD, as Trustee of The Thomas Huguenin Gaillard Revocable Trust, Dated April 3, 2007, and THOMAS W. CONE, JR., as Trustee of The Thomas W. Cone, Jr. Revocable Trust, Dated April 2007, are the owners of the dominant estate.

FILED
2018 JUN 12 PM 4:02
MERRY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

THE LAW

Rule 19(a), SCRPC, allows either party to an existing lawsuit to join another person if the joinder will not deprive the court of jurisdiction and if the absence of the proposed party will prevent complete relief.

The dominant estate is the proper party to assert and defend an easement. Sheppard v. Justin Enters., 373 S.C. 518, 646 S.E.2d 177 (Ct.App. 2007).

Under most circumstances, an order is not binding on a non-party. Pharr v. Canal Ins. Co., 233 S.C. 266, 104 S.E.2d 394 (1959).

APPLICATION OF THE LAW TO THE FACTS

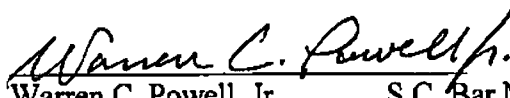
If RT&T is successful in defending claims brought by Jones on the grounds that the easement either does not exist or that it is unenforceable by waiver or estoppel, complete relief will not be achieved thereby. If the unbound dominant property owner asserts rights in the easement over the Jones property, Jones may bring an action against the title insurer to defend Jones or enter suit against the alleged dominant estate holder, which could lead to additional actions against Movant, unless complete relief is not afforded here.

Including the dominant property owners in this lawsuit will afford complete relief to all the parties because it will determine the status of the easement for both the dominant and servient estates. Including the dominant property owners will not prejudice Jones, because Jones contends that the alleged easement has caused her damage and, of course, she has an interest in defeating or terminating the alleged easement.

CONCLUSION

The proposed new parties should be added as party defendants because they may claim a purported easement to which Jones objects and which RT&T is challenging, because they are needed for complete relief, and because adding them will not prejudice any existing party.

BRUNER, POWELL, WALL & MULLINS, LLC



Warren C. Powell, Jr.

S.C. Bar No. 4525

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wpowell@brunerpowell.com

Columbia, South Carolina

June 8, 2018

EXHIBIT 5

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF CHARLESTON) Court of Common Pleas
3 _____) Case No. 2180-CP-08-00817
4 RONALD JONES,)
5 Plaintiff,)
6 vs.) Transcript of Record
7 ROGERS TOWNSEND & THOMAS,)
8 PC, et al,)
9 Defendant.) DATE: August 6, 2018
10 _____)

11 B E F O R E:

12 THE HONORABLE PERRY M. BUCKNER, III

13
14 A P P E A R A N C E:

15 ROBERT MARING
16 Attorney for the Plaintiff

17 WARREN C. POWELL JR.
18 Attorney for the Defendant

19 ROBERT BLAIN
20 Attorney for the Defendant, Peabody

21 Original transcript ordered by:
22 Williams and Hulst, LLC

23 Karen V. Andersen, RMR, CRR
24 Circuit Court Reporter
25

1 THE COURT: The last matter for hearing is Ronald
2 Jones vs. Rogers Townsend & Thomas, motion to add a party.
3 This is the defendant, Rogers, Townsend & Thomas, PC's motion
4 to add a party pursuant to Rule 19. I would ask that the
5 attorneys identify themselves and who they represent. This
6 is 2018 at 817.

7 MR. POWELL: Warren Powell, Your Honor. I represent
8 Rogers Townsend and Thomas.

9 THE COURT: And you are the moving party?

10 MR. POWELL: I am.

11 THE COURT: Please be seated.

12 MR. MARING: Robert Maring from Georgetown, South
13 Carolina. I represent the plaintiffs, Ronald and Gay
14 Jones.

15 THE COURT: Very well.

16 MR. BLAIN: Robert Blain, here for Mr. Ryan Earhart
17 on behalf of defendant, Peabody.

18 THE COURT: Am I hearing you correctly that it's
19 Fain?

20 MR. BLAIN: B-l-a-i-n, Your Honor.

21 THE COURT: Mr. Blain, happy to have you. You want
22 to argue an opposition to the motion?

23 MR. BLAIN: I don't intend to argue, Your Honor. I
24 am not taking a position on the motion.

25 THE COURT: Just you, Mr. Powell. Are opposing the

1 motion?

2 MR. MARING: I am, Your Honor.

3 THE COURT: Mr. Maring, I read your motion and I've
4 also read quickly your memorandum in support of your motion.

5 MR. POWELL: Your Honor, excuse me. For the record,
6 I'm Mr. Powell.

7 THE COURT: I'm sorry. I'm confusing both sides.
8 Mr. Powell, I've read your motions and I've read your
9 memorandum.

10 Mr. Maring, I apologize if I'm calling you
11 Mr. Powell and vice-versa. At this point in the day, I don't
12 know my name very well.

13 MR. POWELL: You probably owe them an apology, but
14 not me.

15 THE COURT: Happy to hear from you, Mr. Powell.

16 MR. POWELL: Yes, Your Honor. As you point out
17 correctly, we move under Rule 19 and, specifically, I would
18 point out the language in the rule that a person who is
19 subject to service of process and whose joinder will not
20 deprive the court of jurisdiction over the subject matter of
21 the action shall be joined as a party in the action if, and
22 then the No. 2, under that, he claims an interest relating to
23 the subject of the action and is so situated that the
24 disposition of the action in his absence may, as a practical
25 matter, impair or impede his ability to protect that

1 interest, or leave any of the persons already parties subject
2 to a substantial risk of incurring double, multiple, or
3 otherwise - otherwise - inconsistent obligations by reason of
4 his claimed interest.

5 The comment to the rule points out that it's the
6 same as the federal rule. But it points out here that the
7 principle behind this rule is that, whenever possible,
8 persons materially interested in the action should be joined
9 so that they may be heard and a complete determination had.

10 Your Honor, under this case, this concerns an
11 easement, an alleged easement on a piece of property.

12 THE COURT: Which your client issued a title
13 insurance policy?

14 MR. POWELL: They did. And they acted as closing
15 attorney.

16 THE COURT: So they closed it and issued a title
17 insurance policy?

18 MR. POWELL: That's right, sir. And the -- just to
19 get the numbers straight, Lot 6A is -- the owner of Lot 6A,
20 if there is an easement at all, they are the owner of that
21 easement.

22 THE COURT: Who is "they"?

23 MR. POWELL: That is not a party to this case.

24 THE COURT: But "named person", Counsel, the record
25 doesn't know who you are talking about.

1 MR. POWELL: It's in the motion.

2 THE COURT: I understand that, but I need to know.

3 MR. POWELL: Trustee is Thomas Huguenin Gaillard --

4 THE COURT: All right.

5 MR. POWELL: -- as trustee of the Thomas Gaillard
6 Revocable Trust dated April 3rd, 2007, and Thomas W. Cone,
7 Jr., as trustee of the Thomas W. Cone, Jr., Revocable Trust
8 dated April 3, 2007.

9 THE COURT: So you want to add both of these
10 entities as parties to this action pursuant to Rule 19A?

11 MR. POWELL: That's right.

12 THE COURT: On the basis that you don't think
13 adequate relief can be given unless there's a determination
14 as to whether or not this is or is not a valid easement?

15 MR. POWELL: Correct, sir. Your Honor, in short
16 form, as I say, the owners I just recited of Lot 6A, if there
17 is an easement, they are the owner. They are the dominant
18 estate, if there is one at all.

19 The plaintiff is the owner of Lot 6B over which the
20 alleged easement --

21 THE COURT: Subservient estate?

22 MR. POWELL: -- subservient estate, correct. So the
23 plaintiff has sued the law firm and the surveyor in this
24 matter. But the dominant estate owner is not a party. It
25 would seem that the dominant estate owner, the person or the

1 lot, the owners of the lot, would have a right to use the
2 alleged easement, if there is one, would be a material --
3 would have a material interest in this lawsuit.

4 THE COURT: Have you raised as a defense to this
5 matter -- on behalf of your clients, have you raised the fact
6 that you -- first of all, you don't concede there's an
7 easement. But have you raised the defense if an easement
8 does exist, that it should be determined as a part of this
9 action?

10 MR. POWELL: Well, it would necessarily have to be
11 so. That's our defense, that it is not. So that is a
12 predicate to getting to the goal line in this case.

13 THE COURT: All right.

14 MR. POWELL: And the problem is, Your Honor, and I
15 would submit that here, if, for example, we win, say we win
16 this lawsuit, that there is no easement, well, the dominant
17 estate owner is not a party. And he should be made a party
18 in order to, whatever the result, to bind him to the result.
19 If he doesn't care, he doesn't care. But at least he's bound
20 by the result.

21 THE COURT: Which is exactly what you believe is the
22 reason for Rule 19?

23 MR. POWELL: Yes, sir.

24 THE COURT: Because complete relief can't be given
25 absent the joinder?

1 MR. POWELL: Yes, sir, or also avoids inconsistent
2 results. If we win and then there's a subsequent action
3 between these two, for whatever reason, and then the dominant
4 stakeholder wins, then you've got inconsistent results. And
5 that's not supposed to be.

6 THE COURT: Thank you very much. Mr. Maring, let me
7 hear from you.

8 MR. MARING: Thank you, Your Honor. First of all,
9 the law firm has no standing to request whether or not
10 there's an easement or not. That's between the dominant and
11 servient estate. They have no standing to say there is no
12 easement. We believe there is an easement. We've been in
13 this for two years --

14 THE COURT: I understand you do --

15 MR. MARING: We've been in this two years and we
16 resolved --

17 THE COURT: The law firm does have a right to raise
18 the defense, first of all, there is no easement, which is in
19 their pleading.

20 MR. MARING: Well, yeah.

21 THE COURT: And the determination of whether or not
22 there is or is not an easement, his argument is that he can't
23 get complete relief unless he binds them with being a part of
24 this action. He also argues it would lead to possibly
25 inconsistent results. Tell me your response.

1 MR. MARING: Your Honor, our action is simply for
2 negligence. Whether or not an easement exists or not, the
3 negligence was failing to disclose that to my clients.
4 Whether or not they got the benefit of the bargain prior to
5 closing the transaction, knowing that there was an
6 easement -- and I will say, Your Honor, this was an easement
7 of record --

8 THE COURT: You concede, Mr. Maring, if there is no
9 easement, they had no duty to disclose? If there is no
10 easement, they had no duty to disclose?

11 MR. MARING: If there is no easement, if there is no
12 easement, they have no duty to disclose. I agree. But if
13 there's no easement, Your Honor -- well, let's take a step
14 back. We are not contending that the easement doesn't exist.
15 We believe that the easement does exist.

16 THE COURT: I completely understand that.

17 MR. MARING: Our neighbors, they are trying to say
18 that --

19 THE COURT: How would you be prejudiced by the
20 joinder?

21 MR. MARING: I have to sue my neighbor, Your Honor.
22 There's nothing more prejudicial than suing your neighbor.

23 THE COURT: You are not asking for damages against
24 your neighbor, are you? You are just asking for the Court to
25 determine whether or not both the dominant and the

1 subservient alleged owners of this easement are bound by this
2 action.

3 MR. MARING: Well, no, Your Honor. I believe what
4 they are saying is, they believe that the reason that they
5 are asking for these clients to be brought in is that somehow
6 they are going to be prejudiced because of some right that
7 the dominant estate holder is going to have. The only person
8 that the dominant estate holder can assert any action against
9 is my clients. They can't bring an action against the law
10 firm. There's no shoe to fall later on for the law firm in
11 this case.

12 THE COURT: You say that's an action. You are
13 talking about damages now and I'm talking about whether or
14 not there's a determination as a matter of law as to whether
15 an easement exists or not so that the people that may or may
16 not purportedly hold any interest in this easement are also
17 joined as parties in this action.

18 MR. MARING: Well, Your Honor, I would say submit to
19 you that the only two people, the only two people who can
20 make a determination as to whether or not an easement exists
21 is the dominant estate holder and the servient estate holder.
22 And we both agree the same thing, we believe that the
23 easement does exist.

24 THE COURT: Well, then that might be an easy call
25 for the Court, but they are not parties to this action. And

1 that's what this motion is about, not determining whether the
2 easement does or does not exist.

3 MR. MARING: And I would like to know from counsel,
4 does he want me to sue my neighbor, or is he asking the Court
5 to make them sue me?

6 THE COURT: All right. Mr. Maring, you made your
7 point. Be seated. Briefly in reply now.

8 MR. POWELL: Rule 19, I think, addresses counsel's
9 concern. It allows the Court to make a party that may not
10 want to enter be brought in as an involuntary plaintiff.

11 MR. MARING: If I could, Your Honor --

12 THE COURT: Hold now. Sit down, Mr. Maring. When I
13 say it's over, it's over. You don't stand up and say, uh-oh,
14 but, but. I agree that Rule 19 does address it. Nobody is
15 asking you to create a dispute with your neighbor, Mr.
16 Maring. This is exactly why we have Rule 19. And because I
17 believe that, in their absence, complete relief cannot be
18 granted in this action, because I want the parties all bound
19 by it, you will prepare the order, Mr. Powell. And you will
20 make them plaintiffs in this matter so the Court can make a
21 determination, so that Mr. Maring doesn't have this idea that
22 somehow or another, I'm creating hostility with his neighbors
23 between both the servient and subservient.

24 I'm granting your motion because I don't believe
25 that with the disposition of this action complete relief can

1 be granted. And it impairs your ability to raise the defense
2 because you would then have to do it in multiple actions.

3 Now, whether or not there is or is not an easement,
4 the Court offers no opinion on that. Mr. Maring says he
5 believes there is. And if that is the case, he alleges you
6 violated a duty to disclose that to your client as closing
7 attorney. And that is a matter that will be litigated. But
8 we are going to make sure we have all the parties before the
9 Court at that time.

10 Please prepare the order consistent with my ruling.
11 You have seven days from today. They don't have electronic
12 filing here yet.

13 Although, when you are you getting it, next month?

14 THE CLERK: Yes, Your Honor.

15 THE COURT: Next month. Well, they are coming.

16 They are doing county by county. We've done about
17 20-something counties over 26 now. So, please, prepare the
18 order granting your motion for joinder, unless you want me to
19 do a form order that says they are plaintiffs by order of the
20 Court pursuant to Rule 19. The motion is granted.

21 MR. POWELL: Suit you?

22 MR. MARING: That's fine, Your Honor.

23 THE COURT: Do me a Form 4 order. Motion granted.

24 And Thomas Huguenin Gaillard, as trustee of the Thomas
25 Huguenin Gaillard Revocable Trust dated April 3rd, 2007, and

1 Thomas W. Cone, Jr., as trustee of Thomas W. Cone, Jr.
2 Revocable Trust dated April 3rd, 2007, are now named party
3 plaintiffs in this matter. And ordered that adjudicate --
4 adjust adjudication pursuant to 12A. The motion is granted.
5 Thank you all very much.

6 (Whereupon, proceedings are adjourned.)
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CERTIFICATE OF REPORTER

I, Karen V. Andersen, Registered Merit Reporter,
Certified Realtime Reporter for the State of South Carolina
at Large, do hereby certify that the foregoing transcript is
a true, accurate and complete Transcript of Record of the
proceedings.

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

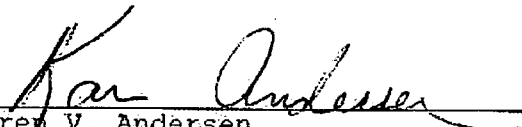

Karen V. Andersen
Registered Merit Reporter
Certified Realtime Reporter

EXHIBIT 6

#78

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2018CP0800817

Ronald L. Jones		Rogers Townsend & Thomas P.C.	
-----------------	--	----------------------------------	--

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ 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. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(c), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ STAYED DUE TO BANKRUPTCY
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

2018 AUG 16 PM 1:16
CLERK OF COURT
BERKELEY COUNTY, S.C.

FILED

VB

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

Rogers Townsend & Thomas P.C.'s Motion to Add a Party is GRANTED. The Additional parties will be made a Plaintiff pursuant to Rule 19 SCRCP.

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT 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.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

VB

7
Circuit Court Judge Perry M Buckner

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the day of June, 2018, and a copy mailed first class or placed in the appropriate attorney's box on the day of June, 2018, to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter- Karen Andersen

Mary P. Brown - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

EXHIBIT 7

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 #: 2019009110

Receipt Number: 121752

Return To: WILLIAMS & HULST

Recorded As: AGREEMENT

PO BOX 1288

Recorded On: March 22, 2019

MONCKS CORNER, SC, 29461

Recorded At: 11:55:23 AM

Received From: WILLIAMS & HULST

Recorded By: LYNETTE SHELTON

Parties:

Book/Page: RB 2977: 604 - 616

Direct- JONES, GAYE L

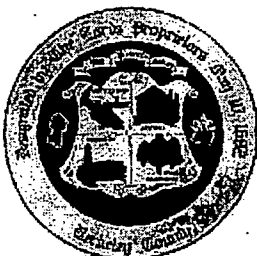
Total Pages: 13

Indirect- THOMAS HUGUENIN GAILLARD REVOCABLE

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$18.00

Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

THIS ACCESS, MAINTENANCE AND JOINT DOCK USE AGREEMENT (this “Agreement”) is made as of this 15 day of MARCH, 2019, by and between **Gaye L. Jones** (“Jones”), as grantor, and Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard Revocable Trust dated April 3, 2007, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable Trust dated April 3, 2007 (collectively, “Gaillard and Cone”), as grantees.

WHEREAS, Jones is the owner of that certain real property located in Berkeley County, South Carolina, designated as Lot 6B, Berkeley County TMS No. 263-00-03-079, as more particularly described by that certain Quit Claim Deed dated February 28, 2012 and recorded on March 2, 2012 in the Berkeley County Register of Deeds Office ("ROD") in Book 9344, at Page 314, and as shown on that certain plat entitled "Plat Showing a Subdivision of Lot 6, "Riverview Village", Creating Lot 6A and Lot 6B, Situated as Shown on Road S-8-33, in Wando, Berkeley County, South Carolina, Presently Owned by David E. Hatchell and Joseph Bartone" dated March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S. and recorded March 22, 2005 in the ROD in Plat Cabinet Q at page 357A ("Lot 6 Subdivision Plat"), and in that Plat dated March 24, 2010 recorded in the ROD in Plat Cabinet N at Page 392P, and as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Jones Property"); and

WHEREAS, Gaillard and Cone are the owners of certain real property located in Berkeley County, South Carolina, known as Lot 6A, Berkeley County TMS No. 263-00-03-068, as more particularly described by that certain deed dated May 2, 2011 and recorded on May 6, 2011 in the ROD in Book 8923 at Page 11, and as shown on the Lot 6 Subdivision Plat and as more particularly described in **Exhibit “B”** attached hereto and incorporated herein by reference (the “Gaillard and Cone Property”); and

WHEREAS, at the request of Jones and Gaillard and Cone, an “Easement Plat of a 10’ Private Ingress/Egress & Access Easement through Lot 6B” has been prepared by Thomas & Hutton dated January 25, 2017, a copy of which is attached hereto as **Exhibit “C”** and incorporated by reference herein (the “Easement Plat”); and

WHEREAS, Jones is the owner of that portion of Lot 6B where a “New Private 10’ Ingress/Egress & Access Easement” is located within that part of the area of Lot 6B as shown and delineated on the Easement Plat (this area of Lot 6B hereinafter referred to as “Ingress/Egress & Access Easement Area”); and

WHEREAS, Jones desires to grant to Gaillard and Cone, their heirs, successors, successors-in-title and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and

across the Ingress/Egress & Access Easement Area for the purpose of access, ingress and egress to the Joint Dock (as defined herein), which easement shall run with the title to the Jones Property and the Gaillard and Cone Property; and

WHEREAS, the parties desire to terminate a '25 Ingress/Egress Easement purportedly over Lot 6B in favor of owners and successors of Lot 6A as described in that "Title to Real Estate" dated April 8, 2005 and recorded on August 3, 2005 in the Berkeley County Register of Deeds Office in Book 4887, at Page 65 ("Old Purported Easement"), inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement (as defined herein) and other rights granted to Gaillard and Cone by this Agreement

WHEREAS, the parties desire to construct a joint dock (the "Joint Dock") for the joint and shared use by the present or future owner(s) of the Jones Property and the Gaillard and Cone Property in accordance with the terms and provisions of the joint dock permit therefor issued by the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management ("OCRM"), Permit No. OCRM-01-732-R (the "Dock Permit"), and upon the terms and conditions more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits accomplished hereby and the sum of Five and 00/100 (\$5.00) Dollars paid to each other, in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Grant of Dock Access Easement. Jones does hereby grant to Gaillard and Cone, their heirs, successors, successors-in-title, invitees, licensees, lessees and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and across the Ingress/Egress & Access Easement Area for the purpose of providing pedestrian and golf cart access, ingress and egress as shown on the Easement Plat to be used jointly and in common with Jones and her family, successors, heirs, assigns, invitees, licensees and lessees for full use and enjoyment in the Ingress/Egress & Access Easement Area in any manner not inconsistent with the rights granted herein ("Dock Access Easement"), subject, however, to the terms and conditions set forth herein. The Parties may also use the Ingress/Egress & Access Easement Area temporarily to allow the parties and their independent contractors to construct, maintain, repair and replace the Joint Dock.

TO HAVE AND TO HOLD, all and singular, subject to terms and conditions set forth herein, the aforesaid Dock Access Easement, unto Gaillard and Cone, their heirs, successors, successors-in-title and assigns, forever.

2. Joint Dock Construction. On or before April 15, 2018, Jones and Gaillard and Cone (each a "Party" and collectively, the "Parties") agree to commence construction or cause the commencement of construction of the Joint Dock in accordance with the terms and provisions of the Dock Permit, the cost of which shall be split between the Parties as follows: Jones: 50%; Gaillard and Cone: 50%. Once construction of the Joint Dock commences, such construction

shall be expeditiously continued until construction the Joint Dock has been completed, lien free, in accordance with the terms and provisions of the Dock Permit.

3. Joint Use and Maintenance of the Joint Dock. Except as otherwise provided herein, the Parties agree that they will share jointly in ownership and use of the Joint Dock. The Parties agree to share jointly in the cost and expense of the Joint Dock, including but not limited to construction, maintenance, repair, insurance, taxes, utilities, permitting fees, repair and replacement of the Joint Dock, including the pier head and the floating dock. The Joint Dock shall be constructed and maintained by the Parties in conformance with the Dock Permit and all applicable OCRM rules, regulations and requirements. The floating dock shall be shared as follows: Jones shall have the exclusive use of one-half of the river side of the floating dock and one-half of the shore side of the floating dock; Gaillard and Cone shall have the exclusive use of the remaining one-half of the river side of the floating dock and the remaining one-half of the shore side of the floating dock. In the event the Joint Dock (including, without limitation, the pier head and floating dock) is damaged or destroyed by fire, storm or other casualty, all repair and/or reconstruction costs shall be shared equally by the Parties, their heirs, successors, successors-in-title and assigns.

4. Use and Maintenance of the Ingress/Egress Easement Area. Except as to the rights herein granted, the Parties shall have the full use and control of the Ingress/Egress & Access Easement Area. The Parties agree that they will make no use of the Ingress/Egress & Access Easement Area which is inconsistent with the uses and the purposes for which the Dock Access Easement has been granted and created, and without limiting the generality of this provision, the Parties agree that no obstructions and no parked cars or permanent structures such as buildings, sheds and other structures shall be placed upon or within the Ingress/Egress & Access Easement Area at any time. Jones, at Jones' sole cost and expense, agrees to remove the existing water well or any other obstruction located within the Ingress/Egress Easement Area which would prevent the use and enjoyment of the Dock Access Easement by the Parties hereto. The Parties agree to jointly restore the Ingress/Egress & Access Easement Area to its original condition, to the extent reasonably possible, including any landscaping or other improvements on the Ingress/Egress & Access Easement Area which are damaged, disturbed or destroyed by reason of any excavation, construction, reconstruction, maintenance or other use of the Ingress/Egress & Access Easement Area. The Parties, for themselves, and for their heirs, successors, successors-in-title and assigns, agree to be jointly responsible for the upkeep, care, maintenance, and servicing of the Ingress/Egress & Access Easement Area to the extent any maintenance, care, and upkeep are warranted, in a good, safe and workmanlike manner, and to keep the same in good condition and repair, without any liens against the Ingress/Egress & Access Easement Area or Jones' adjoining property. The Parties jointly agree to restore, at their expense, the Ingress/Egress & Access Easement Area to its original condition, insofar as reasonably possible, immediately after any maintenance, repair or replacement work is finished. Neither Party shall interfere with the use of the Ingress/Egress & Access Easement Area by the other Party or Parties, their families, successors, successors-in-title, heirs, assigns, invitees, licensees and lessees. Gaillard and Cone agree and understand that the Ingress/Egress & Access Easement Area shall not be paved or otherwise altered from its natural state unless otherwise approved in writing by Jones, in her reasonable discretion. Notwithstanding the foregoing, the Parties may grade the Ingress/Egress & Access Easement Area to the extent necessary for the safe and effective use of same. Any

excessive noise within the Ingress/Egress & Access Easement or on the Joint Dock shall be strictly prohibited.

5. Relocation of Ingress/Egress & Access Easement Area. Jones may relocate the Ingress/Egress & Access Easement Area at her expense and in her reasonable discretion, in the event Grantor desires to utilize further or differently the Jones Property of which the Ingress/Egress & Access Easement Area is a part, provided that the essential purpose of the Dock Access Easement is not altered and further provided that the access granted herein is not materially impaired by such relocation.

6. Termination of Old Purported Easement. Gaillard and Cone have remised, quitclaimed, terminated, cancelled and forever released, and by these presents do hereby remise, quitclaim, terminate, cancel and forever release unto Jones, her heirs and assigns, all of Gaillard and Cone's right, title and interest, if any, in and to the Old Purported Easement, inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement and other rights granted to Gaillard and Cone by this Agreement.

7. Remedies. Should any Party breach its covenants and agreements contained herein, or should payment for any shared costs or expenses not be made in full to the other Party or Parties within thirty (30) days of service of notice as herein provided, then, in such event, the defaulting Party shall forfeit all rights to use the Joint Dock, together with any pier, pierhead, gangways and floating docks as may exist on the Joint Dock, unless and until the payments due hereunder are properly paid with interest at the rate of one and one-half (1 1/2%) percent per month following expiration of the thirty (30) day notice period. The nondefaulting Party shall also have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Party's lot to secure payment of delinquent costs and expenses.

8. Indemnification and Insurance. Each Party agrees to defend and indemnify the other Party, including their successors, heirs, assigns, respective agents, lessees, invitees, and licensees, and hold each other harmless from and against any and all claims, demands, actions, causes of action, damages, liens, losses, liabilities, fines, penalties, costs and expenses, including attorneys' fees and court costs, caused by or in any way attributable to the negligence, gross negligence or willfulness of such indemnitor, or the exercise of any of the rights herein granted or the breach or default of any of the conditions and covenants herein. The Parties agree to jointly maintain liability insurance on the Joint Dock in an amount not less than \$1,000,000 per occurrence, the cost of which shall be a common expense shared jointly by the Parties. The Parties shall all be listed as named insureds in such liability insurance policy.

9. Notice. Notice by one Party to the other Party or Parties shall be given either by registered mail, return receipt requested, overnight delivery, or by hand-delivery to the address provided by such Lot Owner, or if no address is provided, then to the residence located on the Jones Property or the Gaillard and Cone Property, as the case may be. Service of notice shall be deemed effective on the date of deposit with the United States Postal Service, or deposit with a national overnight carrier, and/or date of hand delivery.

10. Amendment. This Agreement may be amended only by written instrument duly executed by the Parties, their heirs, successors, successors-in-title and permitted assigns.

11. Miscellaneous. This Easement is solely for the benefit of the Gaillard and Cone Property that adjoins the Ingress/Egress & Access Easement Area, and may not be assigned by Gaillard and Cone or used by them to benefit other property. The rights, interests and obligations of this Agreement shall run with Gaillard and Cone Property and the Jones Property, and shall be binding upon and inure to the benefit of Jones, her heirs, successors, successors-in-title, assigns, grantees and representatives and Gaillard and Cone and their heirs, successors, successors-in-title, assigns, grantees and representatives. This Agreement shall be governed by the laws of the State of South Carolina.

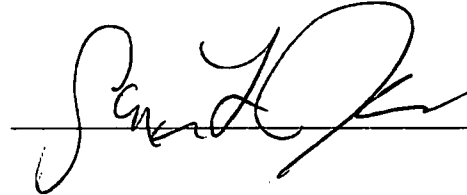
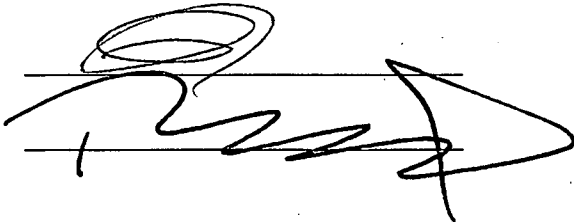
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all Parties hereto, whether or not each counterpart is executed by all Parties hereto, so long as each Party hereto has executed one or more counterparts hereof.

(this space left intentionally blank; signature pages to follow)

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15th day of February 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Gaye L. Jones

 (SEAL)

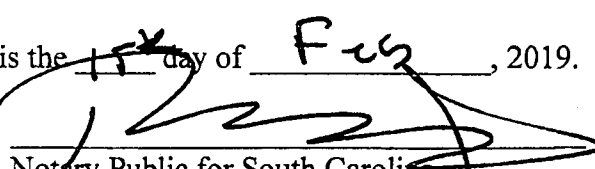
STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF Berkley)

I, Robert W. Moly, Notary Public for the State of South Carolina do hereby certify that **Gaye L. Jones**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of Feb, 2019.


Notary Public for South Carolina

My Commission Expires: 12-15-25

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this 15 day of MARCH, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas Huguenin Gaillard, as Trustee of the
Thomas Huguenin Gaillard Revocable Trust
dated April 3, 2007

W. M. Conrad
Tammy S. Griffin

Thomas Huguenin Gaillard (SEAL)

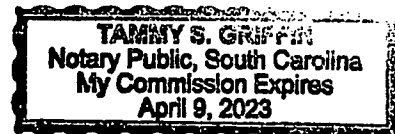
STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do hereby certify that **Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard Revocable Trust dated April 3, 2007**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/9/23



BOOK NO. / Page No.

Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable Trust dated April 3, 2007

Thompson, Con (SEAL)

ACKNOWLEDGMENT

Witness my hand and official seal this the 15th day of march, 2019.

Sammy S. Shiffen
Notary Public for South Carolina
My Commission Expires: 4/9/23

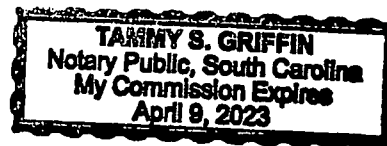


EXHIBIT "A"
DESCRIPTION OF THE JONES PROPERTY

All that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and bearing near Cainhoy North of Wando River, Berkeley County, South Carolina and being sworn and designated as lot 6B on a plat entitled "plat showing a subdivision of lot 6,"Riverview Village" creating lot 6-A and 6-B situation as shown Road S-8-33, in Wando, Berkeley County, South Carolina. Being more specifically shown and designated on a plat made for Gaye Langley Jones and Ronald L Jones by Peabody and Associates, Inc. dated March 24, 2010 and recorded in Berkeley County in Plat Cabinet N at Page 392P. Reference to said latter plat is hereby craved for a more complete description as to distances, courses, meets and bounds.

EXHIBIT "B"
DESCRIPTION OF THE GAILLARD AND CONE PROPERTY

All that certain lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being near Cainhoy, North of Wando River, Berkeley County, SC, and being shown and designated as "LOT 6A, NEW AREA 47,840 SQ. FT., 1.10 ACRE" on a plat entitled "LOT 4, LOT 5, LOT 6A, RIVERVIEW VILLAGE, 124, 130 & 137 MEMES WAY" dated May 11, 2015, prepared by Matthew E. McBeath, PLS, recorded in the Register of Deeds for Berkeley County, SC on June 8, 2015, in Plat Cabinet S, at Page 138-A, reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

TMS No. 263-00-03-066

EXHIBIT "C"
EASEMENT PLAT

CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	21.7'	10.43'	N 28°59'33" W	10.32'
C2	6.2'	6.09'	S 32°10'52" E	6.06'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 84°46'49" E	16.7'
L2	S 04°46'49" E	5.44'
L3	S 04°46'49" E	72.10'
L4	S 05°15'05" W	21.24'
L5	S 18°3'32" W	11.34'
L6	S 47°09'27" W	3.24'
L7	S 72°52'50" W	23.50'
L8	S 33°25'43" W	10.06'
L9	S 37°25'43" W	8.21'
L10	S 67°02'43" W	24.43'
L11	N 66°16'35" W	10.00'
L12	N 66°16'35" W	20.27'
L13	N 40°19'55" W	22.60'
L14	N 42°37'04" W	33.33'
L15	N 26°30'52" E	28.36'
L16	N 23°43'25" E	10.00'
L17	S 66°16'35" E	6.69'
L18	N 67°02'43" E	17.00'
L19	N 32°25'43" E	8.33'
L20	N 32°25'43" E	9.83'
L21	N 28°37'50" E	30.80'
L22	N 47°09'27" E	4.24'
L23	N 40°19'55" E	7.53'
L24	N 43°04'58" W	19.78'
L25	S 43°04'58" E	24.77'

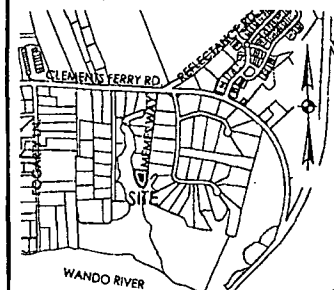
LOT 6A
THOMAS HUGUENIN GAILLARD
(TRUSTEE) ET AL
TMS #263-00-03-068
PLAT C&B S, PAGE 138A

LOT 6B
GAYE L. JONES
TMS #263-00-03-079
PLAT C&B N, PAGE 392P
DEED BOOK 9344, PAGE 314

LEGEND

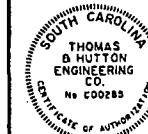
- ◊ EASEMENT MEANDER POINT (NO MONUMENT)
- CRITICAL LINE MEANDER POINT (NO MONUMENT)
- IRON PIPE (FOUND)
- IRON REBAR (FOUND)

JOAN E. THOMPSON AS TRUSTEE
TMS #263-00-05-006
DEED BOOK 10433, PAGE 0170



VICINITY MAP not to scale

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I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTT QUINN II
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF A NEW PRIVATE INGRESS/EGRESS & ACCESS EASEMENT THROUGH LOT 6B

TMS #263-00-03-079
OWNED BY
GAYE L. JONES

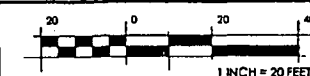
145 MEMES WAY, CITY OF CHARLESTON
BERKELEY COUNTY, SOUTH CAROLINA
prepared for
Thomas Huguenin Gaillard, Etal.

No.	Revision	By	Date

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

682 Johnnie Dodds Boulevard • Suite 100
Mt. Pleasant, SC 29464 • 843.849.0200

www.thomasandhutton.com



plot 01/31/18 drawn Jp reviewed FEQ field 01/29/18 crew ABQ

job 26477

SHEET 1 OF 1

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT. THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

SIGNATURE _____ DATE _____
THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

NOTES

1. TAX MAP NO. (PARENT TRACT): 263-00-03-079
2. ACCORDING TO FIRM MAP NO. 4505C, PANEL 0737D, REVISED OCTOBER 16, 2003, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONE AE (EL) AND ZONE AE (EL).
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
4. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
5. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES OF RECORD.
6. DEED REFERENCE: DB 9344, PG. 314
7. THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.

EXHIBIT 8

Jary J Hulst

From: Jary J Hulst
Sent: Friday, March 22, 2019 1:31 PM
To: Warren Powell; ryan.earhart@earhartoverstreet.com
Cc: Shanna H Saulisbury; Robert Maring
Subject: Ronald L Jones, Gayle Langley Jones, and Thomas H Gillard and Thomas Cone, as trustees v Rogers Townsend & Thomas, PC et al., Civil Action Number 2018-CP-08-817
Attachments: Recorded Agreement-Gaillard, Cone and Jones 3.22.19.PDF
Follow Up Flag: Follow up
Flag Status: Flagged

Warren and Ryan:

Attached is a copy of the recorded Access, Maintenance and Joint Dock Use agreement that was recently executed by the my clients and Gaye Jones. Accordingly, the purported easement at issue in this case has been terminated and replaced by the new easement described in this instrument, and my clients no longer have any possible interest in the outcome of this case.

Please advise whether you will consent to an order releasing them as nominal plaintiffs in this action.

Your anticipated cooperation is greatly appreciated.

J. Jay Hulst
Williams & Hulst, LLC
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232
jjh@williamsandhulst.com

Confidentiality Notice:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information which is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone at (843) 761-8232 or reply to this email and delete all copies of this message.

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 #:	2019009110		
Receipt Number:	121752	Return To:	WILLIAMS & HULST
Recorded As:	AGREEMENT		PO BOX 1288
Recorded On:	March 22, 2019		MONCKS CORNER, SC, 29461
Recorded At:	11:55:23 AM	Received From:	WILLIAMS & HULST
Recorded By:	LYNETTE SHELTON	Parties:	
Book/Page:	RB 2977: 604 - 616		Direct- JONES, GAYE L
Total Pages:	13		Indirect- THOMAS HUGUENIN GAILLARD REVOCABLE

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$18.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA)
) ACCESS, MAINTENANCE AND
COUNTY OF BERKELEY) JOINT DOCK USE AGREEMENT

THIS ACCESS, MAINTENANCE AND JOINT DOCK USE AGREEMENT (this "Agreement") is made as of this 15 day of MARCH, 2019, by and between Gaye L. Jones ("Jones"), as grantor, and Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard Revocable Trust dated April 3, 2007, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr.. Revocable Trust dated April 3, 2007 (collectively, "Gaillard and Cone"), as grantees.

WITNESSETH:

WHEREAS, Jones is the owner of that certain real property located in Berkeley County, South Carolina, designated as Lot 6B, Berkeley County TMS No. 263-00-03-079, as more particularly described by that certain Quit Claim Deed dated February 28, 2012 and recorded on March 2, 2012 in the Berkeley County Register of Deeds Office ("ROD") in Book 9344, at Page 314, and as shown on that certain plat entitled "Plat Showing a Subdivision of Lot 6, "Riverview Village", Creating Lot 6A and Lot 6B, Situated as Shown on Road S-8-33, in Wando, Berkeley County, South Carolina, Presently Owned by David E. Hatchell and Joseph Bartone" dated March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S. and recorded March 22, 2005 in the ROD in Plat Cabinet Q at page 357A ("Lot 6 Subdivision Plat"), and in that Plat dated March 24, 2010 recorded in the ROD in Plat Cabinet N at Page 392P, and as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Jones Property"); and

WHEREAS, Gaillard and Cone are the owners of certain real property located in Berkeley County, South Carolina, known as Lot 6A, Berkeley County TMS No. 263-00-03-068, as more particularly described by that certain deed dated May 2, 2011 and recorded on May 6, 2011 in the ROD in Book 8923 at Page 11, and as shown on the Lot 6 Subdivision Plat and as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "Gaillard and Cone Property"); and

WHEREAS, at the request of Jones and Gaillard and Cone, an "Easement Plat of a 10' Private Ingress/Egress & Access Easement through Lot 6B" has been prepared by Thomas & Hutton dated January 25, 2017, a copy of which is attached hereto as Exhibit "C" and incorporated by reference herein (the "Easement Plat"); and

WHEREAS, Jones is the owner of that portion of Lot 6B where a "New Private 10' Ingress Egress & Access Easement" is located within that part of the area of Lot 6B as shown and delineated on the Easement Plat (this area of Lot 6B hereinafter referred to as "Ingress Egress & Access Easement Area"); and

WHEREAS, Jones desires to grant to Gaillard and Cone, their heirs, successors, successors-in-title and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and

across the Ingress/Egress & Access Easement Area for the purpose of access, ingress and egress to the Joint Dock (as defined herein), which easement shall run with the title to the Jones Property and the Gaillard and Cone Property; and

WHEREAS, the parties desire to terminate a '25 Ingress/Egress Easement purportedly over Lot 6B in favor of owners and successors of Lot 6A as described in that "Title to Real Estate" dated April 8, 2005 and recorded on August 3, 2005 in the Berkeley County Register of Deeds Office in Book 4887, at Page 65 ("Old Purported Easement"), inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement (as defined herein) and other rights granted to Gaillard and Cone by this Agreement

WHEREAS, the parties desire to construct a joint dock (the "Joint Dock") for the joint and shared use by the present or future owner(s) of the Jones Property and the Gaillard and Cone Property in accordance with the terms and provisions of the joint dock permit therefor issued by the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management ("OCRM"), Permit No. OCRM-01-732-R (the "Dock Permit"), and upon the terms and conditions more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits accomplished hereby and the sum of Five and 00/100 (\$5.00) Dollars paid to each other, in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Grant of Dock Access Easement. Jones does hereby grant to Gaillard and Cone, their heirs, successors, successors-in-title, invitees, licensees, lessees and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and across the Ingress/Egress & Access Easement Area for the purpose of providing pedestrian and golf cart access, ingress and egress as shown on the Easement Plat to be used jointly and in common with Jones and her family, successors, heirs, assigns, invitees, licensees and lessees for full use and enjoyment in the Ingress/Egress & Access Easement Area in any manner not inconsistent with the rights granted herein ("Dock Access Easement"). subject, however, to the terms and conditions set forth herein. The Parties may also use the Ingress/Egress & Access Easement Area temporarily to allow the parties and their independent contractors to construct, maintain, repair and replace the Joint Dock.

TO HAVE AND TO HOLD, all and singular, subject to terms and conditions set forth herein, the aforesaid Dock Access Easement, unto Gaillard and Cone, their heirs, successors, successors-in-title and assigns, forever.

2. Joint Dock Construction. On or before April 15, 2018, Jones and Gaillard and Cone (each a "Party" and collectively, the "Parties") agree to commence construction or cause the commencement of construction of the Joint Dock in accordance with the terms and provisions of the Dock Permit, the cost of which shall be split between the Parties as follows: Jones: 50%; Gaillard and Cone: 50%. Once construction of the Joint Dock commences, such construction

shall be expeditiously continued until construction the Joint Dock has been completed, lien free, in accordance with the terms and provisions of the Dock Permit.

3. Joint Use and Maintenance of the Joint Dock. Except as otherwise provided herein, the Parties agree that they will share jointly in ownership and use of the Joint Dock. The Parties agree to share jointly in the cost and expense of the Joint Dock, including but not limited to construction, maintenance, repair, insurance, taxes, utilities, permitting fees, repair and replacement of the Joint Dock, including the pier head and the floating dock. The Joint Dock shall be constructed and maintained by the Parties in conformance with the Dock Permit and all applicable OCRM rules, regulations and requirements. The floating dock shall be shared as follows: Jones shall have the exclusive use of one-half of the river side of the floating dock and one-half of the shore side of the floating dock; Gaillard and Cone shall have the exclusive use of the remaining one-half of the river side of the floating dock and the remaining one-half of the shore side of the floating dock. In the event the Joint Dock (including, without limitation, the pier head and floating dock) is damaged or destroyed by fire, storm or other casualty, all repair and/or reconstruction costs shall be shared equally by the Parties, their heirs, successors, successors-in-title and assigns.

4. Use and Maintenance of the Ingress/Egress Easement Area. Except as to the rights herein granted, the Parties shall have the full use and control of the Ingress/Egress & Access Easement Area. The Parties agree that they will make no use of the Ingress/Egress & Access Easement Area which is inconsistent with the uses and the purposes for which the Dock Access Easement has been granted and created, and without limiting the generality of this provision, the Parties agree that no obstructions and no parked cars or permanent structures such as buildings, sheds and other structures shall be placed upon or within the Ingress/Egress & Access Easement Area at any time. Jones, at Jones' sole cost and expense, agrees to remove the existing water well or any other obstruction located within the Ingress/Egress Easement Area which would prevent the use and enjoyment of the Dock Access Easement by the Parties hereto. The Parties agree to jointly restore the Ingress/Egress & Access Easement Area to its original condition, to the extent reasonably possible, including any landscaping or other improvements on the Ingress/Egress & Access Easement Area which are damaged, disturbed or destroyed by reason of any excavation, construction, reconstruction, maintenance or other use of the Ingress/Egress & Access Easement Area. The Parties, for themselves, and for their heirs, successors, successors-in-title and assigns, agree to be jointly responsible for the upkeep, care, maintenance, and servicing of the Ingress/Egress & Access Easement Area to the extent any maintenance, care, and upkeep are warranted, in a good, safe and workmanlike manner, and to keep the same in good condition and repair, without any liens against the Ingress/Egress & Access Easement Area or Jones' adjoining property. The Parties jointly agree to restore, at their expense, the Ingress/Egress & Access Easement Area to its original condition, insofar as reasonably possible, immediately after any maintenance, repair or replacement work is finished. Neither Party shall interfere with the use of the Ingress/Egress & Access Easement Area by the other Party or Parties, their families, successors, successors-in-title, heirs, assigns, invitees, licensees and lessees. Gaillard and Cone agree and understand that the Ingress/Egress & Access Easement Area shall not be paved or otherwise altered from its natural state unless otherwise approved in writing by Jones, in her reasonable discretion. Notwithstanding the foregoing, the Parties may grade the Ingress/Egress & Access Easement Area to the extent necessary for the safe and effective use of same. Any

excessive noise within the Ingress/Egress & Access Easement or on the Joint Dock shall be strictly prohibited.

5. Relocation of Ingress/Egress & Access Easement Area. Jones may relocate the Ingress/Egress & Access Easement Area at her expense and in her reasonable discretion, in the event Grantor desires to utilize further or differently the Jones Property of which the Ingress/Egress & Access Easement Area is a part, provided that the essential purpose of the Dock Access Easement is not altered and further provided that the access granted herein is not materially impaired by such relocation.

6. Termination of Old Purported Easement. Gaillard and Cone have remised, quitclaimed, terminated, cancelled and forever released, and by these presents do hereby remise, quitclaim, terminate, cancel and forever release unto Jones, her heirs and assigns, all of Gaillard and Cone's right, title and interest, if any, in and to the Old Purported Easement, inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement and other rights granted to Gaillard and Cone by this Agreement.

7. Remedies. Should any Party breach its covenants and agreements contained herein, or should payment for any shared costs or expenses not be made in full to the other Party or Parties within thirty (30) days of service of notice as herein provided, then, in such event, the defaulting Party shall forfeit all rights to use the Joint Dock, together with any pier, pierhead, gangways and floating docks as may exist on the Joint Dock, unless and until the payments due hereunder are properly paid with interest at the rate of one and one-half (1 1/2%) percent per month following expiration of the thirty (30) day notice period. The nondefaulting Party shall also have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Party's lot to secure payment of delinquent costs and expenses.

8. Indemnification and Insurance. Each Party agrees to defend and indemnify the other Party, including their successors, heirs, assigns, respective agents, lessees, invitees, and licensees, and hold each other harmless from and against any and all claims, demands, actions, causes of action, damages, liens, losses, liabilities, fines, penalties, costs and expenses, including attorneys' fees and court costs, caused by or in any way attributable to the negligence, gross negligence or willfulness of such indemnitor, or the exercise of any of the rights herein granted or the breach or default of any of the conditions and covenants herein. The Parties agree to jointly maintain liability insurance on the Joint Dock in an amount not less than \$1,000,000 per occurrence, the cost of which shall be a common expense shared jointly by the Parties. The Parties shall all be listed as named insureds in such liability insurance policy.

9. Notice. Notice by one Party to the other Party or Parties shall be given either by registered mail, return receipt requested, overnight delivery, or by hand-delivery to the address provided by such Lot Owner, or if no address is provided, then to the residence located on the Jones Property or the Gaillard and Cone Property, as the case may be. Service of notice shall be deemed effective on the date of deposit with the United States Postal Service, or deposit with a national overnight carrier, and/or date of hand delivery.

10. Amendment. This Agreement may be amended only by written instrument duly executed by the Parties, their heirs, successors, successors-in-title and permitted assigns.

11. Miscellaneous. This Easement is solely for the benefit of the Gaillard and Cone Property that adjoins the Ingress/Egress & Access Easement Area, and may not be assigned by Gaillard and Cone or used by them to benefit other property. The rights, interests and obligations of this Agreement shall run with Gaillard and Cone Property and the Jones Property, and shall be binding upon and inure to the benefit of Jones, her heirs, successors, successors-in-title, assigns, grantees and representatives and Gaillard and Cone and their heirs, successors, successors-in-title, assigns, grantees and representatives. This Agreement shall be governed by the laws of the State of South Carolina.

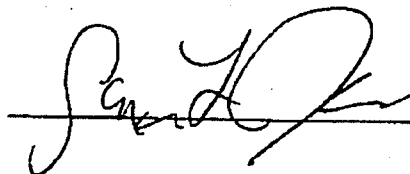
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all Parties hereto, whether or not each counterpart is executed by all Parties hereto, so long as each Party hereto has executed one or more counterparts hereof.

(this space left intentionally blank; signature pages to follow)

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15th day of February 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Gaye L. Jones

 (SEAL)

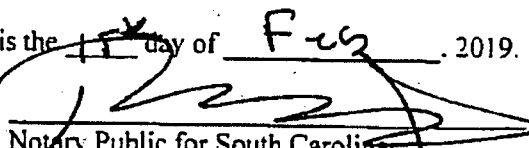
STATE OF SOUTH CAROLINA)

COUNTY OF Berkeley)

ACKNOWLEDGMENT

I, Robert W. Moly, Notary Public for the State of South Carolina do hereby certify that Gaye L. Jones, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15 day of Feb, 2019.


Notary Public for South Carolina

My Commission Expires: 12-15-25

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of MARCH, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas Huguenin Gaillard, as Trustee of the
Thomas Huguenin Gaillard Revocable Trust
dated April 3, 2007

W. M. Conrad
Tammy S. Griffin

Thomas Huguenin Gaillard (SEAL)

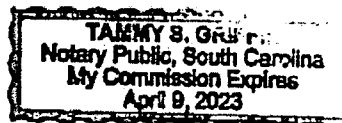
STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard
Revocable Trust dated April 3, 2007, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2019

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/9/23



IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of MARCH, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas W. Cone, Jr., as Trustee of the Thomas
W. Cone, Jr., Revocable Trust dated April 3,
2007

W. W. Cone, Jr.
Tammy S. Griffin

Thomas W. Cone, Jr. (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable
Trust dated April 3, 2007, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of march, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/9/23

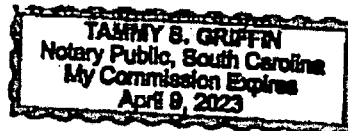


EXHIBIT "A"
DESCRIPTION OF THE JONES PROPERTY

All that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and bearing near Cainhoy North of Wando River, Berkeley County, South Carolina and being sworn and designated as lot 6B on a plat entitled "plat showing a subdivision of lot 6, "Riverview Village" creating lot 6-A and 6-B situation as shown Road S-8-33, in Wando, Berkeley County, South Carolina. Being more specifically shown and designated on a plat made for Gaye Langley Jones and Ronald L Jones by Peabody and Associates, Inc. dated March 24, 2010 and recorded in Berkeley County in Plat Cabinet N at Page 392P. Reference to said latter plat is hereby craved for a more complete description as to distances, courses, meets and bounds.

EXHIBIT "B"
DESCRIPTION OF THE GAILLARD AND CONE PROPERTY

All that certain lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being near Cainhoy, North of Wando River, Berkeley County, SC. and being shown and designated as "LOT 6A, NEW AREA 47,840 SQ. FT., 1.10 ACRE" on a plat entitled "LOT 4, LOT 5, LOT 6A, RIVERVIEW VILLAGE, 124, 130 & 137 MEMES WAY" dated May 11, 2015, prepared by Matthew E. McBeath, PLS. recorded in the Register of Deeds for Berkeley County, SC on June 8, 2015, in Plat Cabinet S, at Page 138-A, reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

TMS No. 263-00-03-066

EXHIBIT "C"
EASEMENT PLAT

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VICINITY MAP

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SECRET

145 MEANS WAY, CITY OF CHARLTON
BEECHLEY COLONY SOUTH CAROLINA
prepared for
Thomas Huguenin Gollard, Etol.

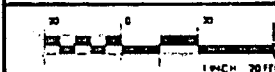
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DATE	DESCRIPTION	AMOUNT	CHECK NO.	BANK
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[illegible]

1540150 001

[illegible]

EXHIBIT 9

Jary J Hulst

From: Warren Powell <wpowell@brunerpowell.com>
Sent: Thursday, March 28, 2019 12:41 PM
To: Jary J Hulst
Subject: RE: Jones v. RTT

Follow Up Flag: Follow up
Flag Status: Flagged

Jay, The issues in a case are framed by the pleadings. The subject post pleading document signed by the plaintiffs at most relate to but do not discard matters addressed in the pleadings. If your clients would be willing to admit by affidavit and a request to admit that upon reflection since the suit was filed they now realize that prior to the document executed this month they had no easement across the Ms. Jones' property then we may have something to talk about. This would indeed shorten the duration of their depositions and would greatly improve their exit from the case. I'm certain that a fine lawyer such as yourself is aware of all of the various arguments in the case so you need no sermon for me on the matter. Let me know. Best, Warren

Warren C. Powell, Jr.

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
P.O. Box 61110
1735 St. Julian Place, Suite 200
Columbia, SC 29260-1110
(o) 803.252.7693
(f) 888.726.9015
www.brunerpowell.com

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Wednesday, March 27, 2019 12:32 PM
To: Warren Powell <wpowell@brunerpowell.com>
Cc: Robert Maring <robert@maringmoyer.com>; Ryan Earhart <ryan.earhart@earhartoverstreet.com>
Subject: RE: Jones v. RTT

Warren:

Why continue to delay the decision? How can my clients' testimony possible effect their status in this case as nominal plaintiffs? The whole point of their being dragged into this case is—according to your pitch to the judge—was so that they would be bound by any adverse ruling on the easement. That easement is now gone. What is the point of their continued participation as a party?

As you know, Ryan Earhart has kindly agreed to stipulate to their dismissal on behalf of his client. I request that you do the same.

J. Jay Hulst
Williams & Hulst, LLC
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232
jjh@williamsandhulst.com

Confidentiality Notice:

EXHIBIT 10

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 CASE NO.: 2018-CP-08-817

RONALD L. JONES and GAYE)
 LANGLEY JONES, THOMAS)
 HUGUENIN GAILLARD, as Trustee of)
 The Thomas Huguenin Gaillard)
 Revocable Trust, and THOMAS W.)
 CONE, JR., as Trustee of The Thomas)
 W. Cone, Jr., Revocable Trust,)
)
 Plaintiffs,)

PLAINTIFFS THOMAS HUGUENIN
 GAILLARD AND THOMAS W. CONE,
 JR.'S MOTION FOR NON-JOINDER
 PURSUANT TO RULE 21 SCRC

v.)
)
)

ROGERS TOWNSEND & THOMAS,)
 P.C.; LISA HOSTETLER;)
 ALEXANDER C. PEABODY; and,)
 PEABODY & ASSOCIATES, INC.,)
)
 Defendants.)

TO: WARREN C. POWELL, JR., ATTORNEY FOR DEFENDANTS ROGERS
 TOWNSEND & THOMAS, P.C. and LISA HOSTETLER, RYAN A. EARHART,
 ATTORNEY FOR DEFENDANTS ALEXANDER C. PEABODY, and PEABODY &
 ASSOCIATES, INC.

YOU WILL PLEASE TAKE NOTICE that ten (10) days after the service of this
 Notice upon you or as soon thereafter as counsel may be heard, the undersigned attorney
 for Plaintiffs Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard
 Revocable Trust, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr.,
 Revocable Trust (hereinafter "Gaillard and Cone"), will move before the presiding Judge
 of the Berkeley County Court of Common Pleas for an Order releasing them as involuntary
 plaintiffs in the above cited action pursuant to Rule 21 of the South Carolina Rules of Civil

Procedure. Plaintiffs' motion is based upon the arguments and authorities below and the pleadings, exhibits, affidavits, other admissible evidence, applicable common law and statutory law and any memorandum of law or further supporting documentation provided to this Court.

FACTUAL BACKGROUND

Plaintiffs Ronald L. Jones and Gaye Langley Jones (hereinafter "Jones") purchased property at issue in this case in 2010. Jones alleges that Defendants Rogers Townsend & Thomas, P.C. ("RTT") acted as closing counsel. Jones further alleges that they discovered an easement on the property that they not made unaware of at the time of purchase. Jones sued RTT, the closing attorney Lisa Hostetler, and the surveyor Alexander C. Peabody and Peabody & Associates, Inc. ("Peabody") for damages based on the various causes of action set forth in their Complaint.

On June 12, 2018 counsel for RTT filed a Motion to Add a Party under SCRCP Rule 19(a) and also filed a Memorandum in Support of Defendant RTT's Motion to Add a Party. RTT contended in its Memorandum that the proposed new parties, Gaillard and Cone, were the owners of the dominant estate and that the dominant estate was the proper party to assert and defend an easement. RTT further contended that the easement being sued over was not legally viable, or that the dominant property holder had waived the easement or that the dominant property holder was estopped to assert the easement. RTT argued that Gaillard and Cone be added as parties to the action because if RTT prevailed in its defenses, Gaillard and Cone, as non-parties, might still claim rights under the purported easement because they might not be bound by any adverse ruling regarding the easement in this case.

RTT's Motion was heard before the Honorable Perry M. Buckner. Cone and Gaillard were not provided with notice of the hearing. Judge Buckner issued a Form 4 Order dated August 6, 2018 and filed with the clerk on August 13, 2018, granting RTT's motion to add Gaillard and Cone as parties to this action.

BASIS FOR GRANT OF MOTION

Since the issuance of Judge Buckner's Order, Jones, Gaillard and Cone have entered into an Access, Maintenance and Joint Dock Use Agreement (hereinafter, the "Agreement") that has been recorded with the Berkeley County Register of Deeds Office in Book RB2977 at Page 604. (A true and correct copy of the Agreement is attached hereto as Exhibit A.) The terms of the Agreement terminate the purported easement at issue in this case and provides that Gaillard and Cone relinquish any interest they may have had in that easement. Accordingly, Gaillard and Cone no longer have any interest in the outcome of this case and there is no basis for keeping them in this action as parties. Counsel for Defendants have been provided with a recorded copy of the Agreement.

SCRCP Rule 21 provides that parties may be dropped or added by order of the court on motion of any party or of its own initiative at any stage of the action and on such terms as are just. Gaillard and Cone are being forced to spend time and money participating as Plaintiffs in an action where they have asserted no claim and have had no claims asserted against them. Because the basis for adding Gaillard and Cone as parties to this action no longer exist, it is reasonable and just that they be released as parties to this action. Their continued forced participation in this action as parties is unfair and unjust.

Gaillard and Cone, by and through their undersigned counsel, requested that Defendants consent to an order releasing them as nominal plaintiffs in this action. Ryan Earhart, counsel for Peabody, agreed to stipulate to Gaillard and Cone's dismissal from this action. Warren Powell, counsel for RTT and Lisa Hostetler has refused to stipulate. The basis for Mr. Powell's refusal is set forth in his email attached hereto as Exhibit B.

Counsel for Gaillard and Cone has consulted with opposing counsel as required by Rule 11, SCRCP prior to the filing of this motion.

CONCLUSION

Based on the foregoing, Plaintiffs Gaillard and Cone ask that the Court issue an Order releasing them as Plaintiffs in this action.

WILLIAMS AND HULST, LLC

/s/ J. Jay Hulst

J. Jay Hulst
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232 phone
(843) 899-5834 fax
jjh@williamsandhulst.com

ATTORNEYS FOR PLAINTIFFS
THOMAS W. CONE, JR., AND
THOMAS HUGUENIN GAILLARD

Dated: March 28, 2019

EXHIBIT A

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

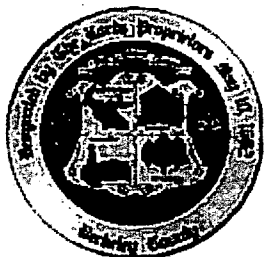
*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #:	2019009110		
Receipt Number:	121752	Return To:	WILLIAMS & HULST
Recorded As:	AGREEMENT		PO BOX 1288
Recorded On:	March 22, 2019		MONCKS CORNER, SC, 29461
Recorded At:	11:55:23 AM	Received From:	WILLIAMS & HULST
Recorded By:	LYNETTE SHELTON	Parties:	
Book/Page:	RB 2977: 604 - 616		Direct- JONES, GAYE L
Total Pages:	13		Indirect- THOMAS HUGUENIN GAILLARD REVOCABLE

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$18.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

ELECTRONICALLY FILED - 2019 Mar 29 10:55 AM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY) ACCESS, MAINTENANCE AND
) JOINT DOCK USE AGREEMENT

THIS ACCESS, MAINTENANCE AND JOINT DOCK USE AGREEMENT (this "Agreement") is made as of this 15 day of MARCH, 2019, by and between Gaye L. Jones ("Jones"), as grantor, and Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard Revocable Trust dated April 3, 2007, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable Trust dated April 3, 2007 (collectively, "Gaillard and Cone"), as grantees.

WITNESSETH:

WHEREAS, Jones is the owner of that certain real property located in Berkeley County, South Carolina, designated as Lot 6B, Berkeley County TMS No. 263-00-03-079, as more particularly described by that certain Quit Claim Deed dated February 28, 2012 and recorded on March 2, 2012 in the Berkeley County Register of Deeds Office ("ROD") in Book 9344, at Page 314, and as shown on that certain plat entitled "Plat Showing a Subdivision of Lot 6, "Riverview Village", Creating Lot 6A and Lot 6B, Situated as Shown on Road S-8-33, in Wando, Berkeley County, South Carolina, Presently Owned by David E. Hatchell and Joseph Bartone" dated March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S. and recorded March 22, 2005 in the ROD in Plat Cabinet Q at page 357A ("Lot 6 Subdivision Plat"), and in that Plat dated March 24, 2010 recorded in the ROD in Plat Cabinet N at Page 392P, and as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Jones Property**"); and

WHEREAS, Gaillard and Cone are the owners of certain real property located in Berkeley County, South Carolina, known as Lot 6A, Berkeley County TMS No. 263-00-03-068, as more particularly described by that certain deed dated May 2, 2011 and recorded on May 6, 2011 in the ROD in Book 8923 at Page 11, and as shown on the Lot 6 Subdivision Plat and as more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Gaillard and Cone Property"); and

WHEREAS, at the request of Jones and Gaillard and Cone, an "Easement Plat of a 10' Private Ingress/Egress, & Access Easement through Lot 6B" has been prepared by Thomas & Hutton dated January 25, 2017, a copy of which is attached hereto as Exhibit "C" and incorporated by reference herein (the "Easement Plat"); and

WHEREAS, Jones is the owner of that portion of Lot 6B where a "New Private 10' Ingress/Egress & Access Easement" is located within that part of the area of Lot 6B as shown and delineated on the Easement Plat (this area of Lot 6B hereinafter referred to as "Ingress/Egress & Access Easement Area"); and

WHEREAS, Jones desires to grant to Gaillard and Cone, their heirs, successors, successors-in-title and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and

across the Ingress/Egress & Access Easement Area for the purpose of access, ingress and egress to the Joint Dock (as defined herein), which easement shall run with the title to the Jones Property and the Gaillard and Cone Property; and

WHEREAS, the parties desire to terminate a '25 Ingress/Egress Easement purportedly over Lot 6B in favor of owners and successors of Lot 6A as described in that "Title to Real Estate" dated April 8, 2005 and recorded on August 3, 2005 in the Berkeley County Register of Deeds Office in Book 4887, at Page 65 ("Old Purported Easement"), inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement (as defined herein) and other rights granted to Gaillard and Cone by this Agreement

WHEREAS, the parties desire to construct a joint dock (the "Joint Dock") for the joint and shared use by the present or future owner(s) of the Jones Property and the Gaillard and Cone Property in accordance with the terms and provisions of the joint dock permit therefor issued by the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management ("OCRM"), Permit No. OCRM-01-732-R (the "Dock Permit"), and upon the terms and conditions more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits accomplished hereby and the sum of Five and 00/100 (\$5.00) Dollars paid to each other, in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Grant of Dock Access Easement. Jones does hereby grant to Gaillard and Cone, their heirs, successors, successors-in-title, invitees, licensees, lessees and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and across the Ingress/Egress & Access Easement Area for the purpose of providing pedestrian and golf cart access, ingress and egress as shown on the Easement Plat to be used jointly and in common with Jones and her family, successors, heirs, assigns, invitees, licensees and lessees for full use and enjoyment in the Ingress/Egress & Access Easement Area in any manner not inconsistent with the rights granted herein ("Dock Access Easement"). subject, however, to the terms and conditions set forth herein. The Parties may also use the Ingress/Egress & Access Easement Area temporarily to allow the parties and their independent contractors to construct, maintain, repair and replace the Joint Dock.

TO HAVE AND TO HOLD, all and singular, subject to terms and conditions set forth herein, the aforesaid Dock Access Easement, unto Gaillard and Cone, their heirs, successors, successors-in-title and assigns, forever.

2. Joint Dock Construction. On or before April 15, 2018, Jones and Gaillard and Cone (each a "Party" and collectively, the "Parties") agree to commence construction or cause the commencement of construction of the Joint Dock in accordance with the terms and provisions of the Dock Permit, the cost of which shall be split between the Parties as follows: Jones: 50%; Gaillard and Cone: 50%. Once construction of the Joint Dock commences, such construction

shall be expeditiously continued until construction the Joint Dock has been completed, lien free, in accordance with the terms and provisions of the Dock Permit.

3. Joint Use and Maintenance of the Joint Dock. Except as otherwise provided herein, the Parties agree that they will share jointly in ownership and use of the Joint Dock. The Parties agree to share jointly in the cost and expense of the Joint Dock, including but not limited to construction, maintenance, repair, insurance, taxes, utilities, permitting fees, repair and replacement of the Joint Dock, including the pier head and the floating dock. The Joint Dock shall be constructed and maintained by the Parties in conformance with the Dock Permit and all applicable OCRM rules, regulations and requirements. The floating dock shall be shared as follows: Jones shall have the exclusive use of one-half of the river side of the floating dock and one-half of the shore side of the floating dock; Gaillard and Cone shall have the exclusive use of the remaining one-half of the river side of the floating dock and the remaining one-half of the shore side of the floating dock. In the event the Joint Dock (including, without limitation, the pier head and floating dock) is damaged or destroyed by fire, storm or other casualty, all repair and/or reconstruction costs shall be shared equally by the Parties, their heirs, successors, successors-in-title and assigns.

4. Use and Maintenance of the Ingress/Egress Easement Area. Except as to the rights herein granted, the Parties shall have the full use and control of the Ingress/Egress & Access Easement Area. The Parties agree that they will make no use of the Ingress/Egress & Access Easement Area which is inconsistent with the uses and the purposes for which the Dock Access Easement has been granted and created, and without limiting the generality of this provision, the Parties agree that no obstructions and no parked cars or permanent structures such as buildings, sheds and other structures shall be placed upon or within the Ingress/Egress & Access Easement Area at any time. Jones, at Jones' sole cost and expense, agrees to remove the existing water well or any other obstruction located within the Ingress/Egress Easement Area which would prevent the use and enjoyment of the Dock Access Easement by the Parties hereto. The Parties agree to jointly restore the Ingress/Egress & Access Easement Area to its original condition, to the extent reasonably possible, including any landscaping or other improvements on the Ingress/Egress & Access Easement Area which are damaged, disturbed or destroyed by reason of any excavation, construction, reconstruction, maintenance or other use of the Ingress/Egress & Access Easement Area. The Parties, for themselves, and for their heirs, successors, successors-in-title and assigns, agree to be jointly responsible for the upkeep, care, maintenance, and servicing of the Ingress/Egress & Access Easement Area to the extent any maintenance, care, and upkeep are warranted, in a good, safe and workmanlike manner, and to keep the same in good condition and repair, without any liens against the Ingress/Egress & Access Easement Area or Jones' adjoining property. The Parties jointly agree to restore, at their expense, the Ingress/Egress & Access Easement Area to its original condition, insofar as reasonably possible, immediately after any maintenance, repair or replacement work is finished. Neither Party shall interfere with the use of the Ingress/Egress & Access Easement Area by the other Party or Parties, their families, successors, successors-in-title, heirs, assigns, invitees, licensees and lessees. Gaillard and Cone agree and understand that the Ingress/Egress & Access Easement Area shall not be paved or otherwise altered from its natural state unless otherwise approved in writing by Jones, in her reasonable discretion. Notwithstanding the foregoing, the Parties may grade the Ingress/Egress & Access Easement Area to the extent necessary for the safe and effective use of same. Any

excessive noise within the Ingress/Egress & Access Easement or on the Joint Dock shall be strictly prohibited.

5. Relocation of Ingress/Egress & Access Easement Area. Jones may relocate the Ingress/Egress & Access Easement Area at her expense and in her reasonable discretion, in the event Grantor desires to utilize further or differently the Jones Property of which the Ingress/Egress & Access Easement Area is a part, provided that the essential purpose of the Dock Access Easement is not altered and further provided that the access granted herein is not materially impaired by such relocation.

6. Termination of Old Purported Easement. Gaillard and Cone have remised, quitclaimed, terminated, cancelled and forever released, and by these presents do hereby remise, quitclaim, terminate, cancel and forever release unto Jones, her heirs and assigns, all of Gaillard and Cone's right, title and interest, if any, in and to the Old Purported Easement, inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement and other rights granted to Gaillard and Cone by this Agreement.

7. Remedies. Should any Party breach its covenants and agreements contained herein, or should payment for any shared costs or expenses not be made in full to the other Party or Parties within thirty (30) days of service of notice as herein provided, then, in such event, the defaulting Party shall forfeit all rights to use the Joint Dock, together with any pier, pierhead, gangways and floating docks as may exist on the Joint Dock, unless and until the payments due hereunder are properly paid with interest at the rate of one and one-half (1 1/2%) percent per month following expiration of the thirty (30) day notice period. The nondefaulting Party shall also have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Party's lot to secure payment of delinquent costs and expenses.

8. Indemnification and Insurance. Each Party agrees to defend and indemnify the other Party, including their successors, heirs, assigns, respective agents, lessees, invitees, and licensees, and hold each other harmless from and against any and all claims, demands, actions, causes of action, damages, liens, losses, liabilities, fines, penalties, costs and expenses, including attorneys' fees and court costs, caused by or in any way attributable to the negligence, gross negligence or willfulness of such indemnitor, or the exercise of any of the rights herein granted or the breach or default of any of the conditions and covenants herein. The Parties agree to jointly maintain liability insurance on the Joint Dock in an amount not less than \$1,000,000 per occurrence, the cost of which shall be a common expense shared jointly by the Parties. The Parties shall all be listed as named insureds in such liability insurance policy.

9. Notice. Notice by one Party to the other Party or Parties shall be given either by registered mail, return receipt requested, overnight delivery, or by hand-delivery to the address provided by such Lot Owner, or if no address is provided, then to the residence located on the Jones Property or the Gaillard and Cone Property, as the case may be. Service of notice shall be deemed effective on the date of deposit with the United States Postal Service, or deposit with a national overnight carrier, and/or date of hand delivery.

10. Amendment. This Agreement may be amended only by written instrument duly executed by the Parties, their heirs, successors, successors-in-title and permitted assigns.

11. Miscellaneous. This Easement is solely for the benefit of the Gaillard and Cone Property that adjoins the Ingress/Egress & Access Easement Area, and may not be assigned by Gaillard and Cone or used by them to benefit other property. The rights, interests and obligations of this Agreement shall run with Gaillard and Cone Property and the Jones Property, and shall be binding upon and inure to the benefit of Jones, her heirs, successors, successors-in-title, assigns, grantees and representatives and Gaillard and Cone and their heirs, successors, successors-in-title, assigns, grantees and representatives. This Agreement shall be governed by the laws of the State of South Carolina.

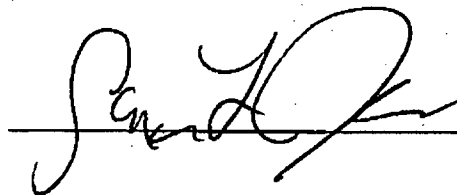
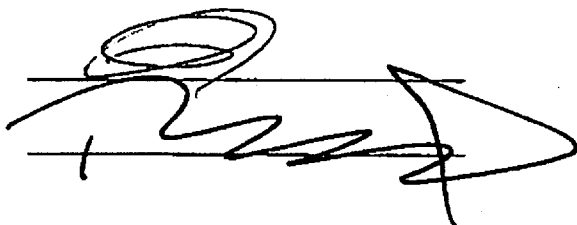
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all Parties hereto, whether or not each counterpart is executed by all Parties hereto, so long as each Party hereto has executed one or more counterparts hereof.

(this space left intentionally blank; signature pages to follow)

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15th day of February 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Gaye L. Jones

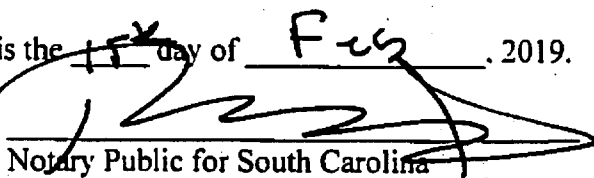
 (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF Berkley)

ACKNOWLEDGMENT

I, Robert W. Mundy, Notary Public for the State of South Carolina do
hereby certify that Gaye L. Jones, personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of Feb, 2019.


Notary Public for South Carolina

My Commission Expires: 12-15-25

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of MARCH, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas Huguenin Gaillard, as Trustee of the
Thomas Huguenin Gaillard Revocable Trust
dated April 3, 2007

W. M. Conrad
Tammy S. Griffin

Thomas Huguenin Gaillard (SEAL)

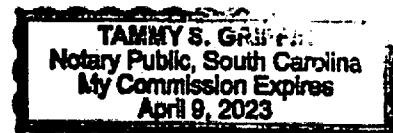
STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard
Revocable Trust dated April 3, 2007, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/9/23



IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of March, 2019.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

Thomas W. Cone, Jr., as Trustee of the Thomas
 W. Cone, Jr., Revocable Trust dated April 3,
 2007

W. W. W. W. W.
Tammy S. Griffin

Thomas W. Cone, Jr. (SEAL.)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
 hereby certify that Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable
 Trust dated April 3, 2007, personally appeared before me this day and acknowledged the due
 execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2019.

Tammy S. Griffin
 Notary Public for South Carolina
 My Commission Expires: 4/9/23

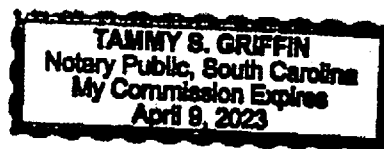


EXHIBIT "A"
DESCRIPTION OF THE JONES PROPERTY

All that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and bearing near Cainhoy North of Wando River, Berkeley County, South Carolina and being sworn and designated as lot 6B on a plat entitled "plat showing a subdivision of lot 6,"Riverview Village" creating lot 6-A and 6-B situation as shown Road S-8-33, in Wando, Berkeley County, South Carolina. Being more specifically shown and designated on a plat made for Gaye Langley Jones and Ronald L Jones by Peabody and Associates, Inc. dated March 24, 2010 and recorded in Berkeley County in Plat Cabinet N at Page 392P. Reference to said latter plat is hereby craved for a more complete description as to distances, courses, meets and bounds.

EXHIBIT "B"
DESCRIPTION OF THE GAILLARD AND CONE PROPERTY

All that certain lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being near Cainhoy, North of Wando River, Berkeley County, SC. and being shown and designated as "LOT 6A, NEW AREA 47,840 SQ. FT., 1.10 ACRE" on a plat entitled "LOT 4, LOT 5, LOT 6A, RIVERVIEW VILLAGE, 124, 130 & 137 MEMES WAY" dated May 11, 2015, prepared by Matthew E. McBeath, PLS, recorded in the Register of Deeds for Berkeley County, SC on June 8, 2015, in Plat Cabinet S, at Page 138-A, reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

TMS No. 263-00-03-066

EXHIBIT "C"
EASEMENT PLAT

CURVE	ORDINATE	LENGTH	CURVE BEARING	CHORD BEARING	CHORD LENGTH	CHORD AREA
1	1.77	10.45	N 86°35'55" E	N 10°32' E	10.32	29.74
2	16.77	1.49	S 32°18'52" E	S 66° E	6.66	2.73

LINE	BEARING	LENGTH
1	S 84°45'45" E	1.67
2	S 84°45'45" E	3.66
3	S 84°45'45" E	22.46
4	S 05°50'55" W	21.16
5	S 05°31'32" W	1.36
6	S 4°00'52" W	3.74
7	S 28°15'59" W	23.00
8	S 12°25'47" W	10.06
9	S 37°35'45" W	4.3
10	S 67°02'45" W	2.43
11	N 66°45'35" E	6.02
12	N 65°45'35" E	20.17
13	N 40°15'55" E	22.42
14	N 42°17'02" E	33.53
15	N 28°35'21" E	20.38
16	N 28°43'25" E	0.00
17	S 66°45'35" E	6.88
18	N 67°02'45" E	17.00
19	N 37°25'45" E	8.35
20	N 32°25'45" E	9.83
21	N 28°37'53" E	30.80
22	N 67°02'45" E	8.24
23	N 66°45'35" E	7.63
24	N 43°04'50" W	15.10
25	S 43°04'50" E	20.77

LOT 6A
THOMAS HUGUENIN GAILLARD
(TRUSTEE) ETAL
TMS #263-00-03-009
PLAT C&B S. PAGE 138A

LOT 6B
GAYE L. JONES
TMS #263-00-03-079
PLAT C&B N. PAGE 392P
DEED BOOK 9349, PAGE 34

EXISTING PRIVATE 40' EGRESS/EGRESS & GENERAL UTILITY EASEMENT

NEW PRIVATE EGRESS/EGRESS & ACCESS EASEMENT (22.41' 84' FT)

NEW PRIVATE EGRESS/EGRESS & ACCESS EASEMENT (22.41' 84' FT)

LEGEND

- EASEMENT MEASUREMENT POINT (NO MONUMENT)
- CRITICAL LINE MEASUREMENT POINT (NO MONUMENT)
- IRON PIPE (FOUND)
- IRON REBAR (FOUND)

JOAN E. THOMPSON AS TRUSTEE
TMS #263-00-03-008
DEED BOOK 9435, PAGE 010

NEW DCRM CRITICAL LINE & PROPERTY LINE (TYP)

DCRM CRITICAL LINE & PROPERTY LINE
PLAT C&B N. PAGE 392P

SALT MARSHES OF THE WANDO RIVER

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AND AS-BUILT MONUMENTS, BY SYMBOL AND SURVEY TO CHANGE DATE LINE, BY THE SURVEYOR'S AUTHORITY. IN THE DEPARTMENT, THE DEPARTMENT, AND MAY BE AVOIDED. IN RIGHT TO ASSIST PERMIT AUTHORITY AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, THE LINE SHOWN BETWEEN OR NOT.

SIGNATURE DATE

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

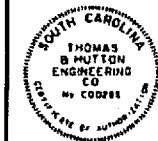
NOTES

1. TMS #263-00-03-019
2. ACCORDING TO 1:1000 MAP AS 40000, PLAT 01/20, HUGUENIN GAILLARD, 2003, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONE A (ALL) AND ZONE B (ELM).
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
4. A FIELD SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
5. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS ON RECORD.
6. DEED #111462, 01/19/04, PG 34.
7. THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.



VICINITY MAP ratio 1:500

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HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYS IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. E. LITTLE, DUNN
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 40797

PLAT OF A NEW PRIVATE INGRESS/EGRESS & ACCESS EASEMENT THROUGH LOT 6B

TMS #263-00-03-079

OWNED BY
GAYE L. JONES

145 MEMPHIS WAY, CITY OF CHARLESTON
BERKELEY COUNTY, SOUTH CAROLINA

prepared for

Thomas Huguenin Gaillard, Etal.

By: _____ Date: _____

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting

682 Johnnie Dadds Boulevard • Suite 100
Mt. Pleasant, SC 29564 • 843.849.0200

www.thomasandhutton.com



plot: 01/21/18 drawn: Jp reviewed: FEQ laid: 01/27/18 check: ASQ

job 24477

SHEET 1 OF 1

EXHIBIT B

Jary J Hulst

From: Warren Powell <wpowell@brunerpowell.com>
Sent: Thursday, March 28, 2019 12:41 PM
To: Jary J Hulst
Subject: RE: Jones v. RTT

Jay, The issues in a case are framed by the pleadings. The subject post pleading document signed by the plaintiffs at most relate to but do not discard matters addressed in the pleadings. If your clients would be willing to admit by affidavit and a request to admit that upon reflection since the suit was filed they now realize that prior to the document executed this month they had no easement across the Ms. Jones' property then we may have something to talk about. This would indeed shorten the duration of their depositions and would greatly improve their exit from the case. I'm certain that a fine lawyer such as yourself is aware of all of the various arguments in the case so you need no sermon for me on the matter. Let me know. Best, Warren

Warren C. Powell, Jr.

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
 P.O. Box 61110
 1735 St. Julian Place, Suite 200
 Columbia, SC 29260-1110
 (o) 803.252.7693
 (f) 888.726.9015
www.brunerpowell.com

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Wednesday, March 27, 2019 12:32 PM
To: Warren Powell <wpowell@brunerpowell.com>
Cc: Robert Maring <robert@maringmoyer.com>; Ryan Earhart <ryan.earhart@earhartoverstreet.com>
Subject: RE: Jones v. RTT

Warren:

Why continue to delay the decision? How can my clients' testimony possible effect their status in this case as nominal plaintiffs? The whole point of their being dragged into this case is—according to your pitch to the judge—was so that they would be bound by any adverse ruling on the easement. That easement is now gone. What is the point of their continued participation as a party?

As you know, Ryan Earhart has kindly agreed to stipulate to their dismissal on behalf of his client. I request that you do the same.

J. Jay Hulst
 Williams & Hulst, LLC
 P.O. Box 1288
 Moncks Corner, SC 29461
 (843) 761-8232
jjh@williamsandhulst.com

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have received this message in error, please notify the sender immediately either by phone at (843) 761-8232 or reply to this email and delete all copies of this message.

From: Warren Powell <wpowell@brunerpowell.com>
Sent: Wednesday, March 27, 2019 12:01 PM
To: Jary J Hulst <jjh@williamsandhulst.com>
Cc: Robert Maring <robert@maringmoyer.com>
Subject: RE: Jones v. RTT

Robert and Jay, I am unavailable on April 5 but April 8-12 works. Robert, does that suit you and your client as well? Does some location in Mount Pleasant suit you two to hold these depositions? Jay, I have received and thank you for the document executed by the plaintiffs. Permit me to respond regarding the dismissal of your clients as plaintiffs after these depositions are concluded. Warren

Warren C. Powell, Jr.

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
P.O. Box 61110
1735 St. Julian Place, Suite 200
Columbia, SC 29260-1110
(o) 803.252.7693
(f) 888.726.9015
www.brunerpowell.com

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Wednesday, March 13, 2019 4:31 PM
To: Warren Powell <wpowell@brunerpowell.com>
Cc: Robert Maring <robert@maringmoyer.com>
Subject: Jones v. RTT

Warren:

I am in receipt of your letter dated March 11, 2019 inquiring about depositions on April 1-3. I have been in contact with my clients and between their schedules and mine we are available for depositions on April 5, and 8-12. Hope that works for you.

J. Jay Hulst
Williams & Hulst, LLC
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232
jjh@williamsandhulst.com

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EXHIBIT 11

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	Civil Action No. 2018-CP-08-817
RONALD L. JONES; GAYLE	)	
LANGLEY JONES; and, THOMAS H.	)	
GAILLARD as TRUSTEE,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	DEFENDANTS' MOTION TO AMEND
	)	THE ANSWER
ROGERS TOWNSEND & THOMAS, P.C.;	)	
LISA HOSTETLER; ALEXANDER	)	
C. PEABODY; and, PEABODY &	)	
ASSOCIATES, INC.,	)	
	)	
Defendants.	)	
	)	

TO: ROBERT W. MARING, ESQUIRE AND JAY J. HULST, ESQUIRE, ATTORNEYS FOR THE PLAINTIFFS.

You will please take notice that Defendants, Rogers Townsend & Thomas, P.C., and Lisa Hostetler will, by and through their undersigned attorney, move before the Court at the Courthouse, 300 California Avenue, Moncks Corner, South Carolina, in ten days or as soon thereafter as it can be heard for an order allowing them to file an amended answer, a copy of which is attached hereto.

The grounds for the motion are that the controversy exists as to the nature of the deeds and other instruments and how they relate to the alleged easement at issue herein and the Court can determine the nature under the Declaratory Judgment Act, and that the case is not set for trial and no plaintiff will be prejudiced by the amendment. A copy of the proposed amended answer is attached hereto.

Movant has not attempted to consult with opposing counsel, as otherwise required by Rule 11, SCRCP, because such consultation would serve no useful purpose.

BRUNER, POWELL, WALL & MULLINS, LLC

s/Warren C. Powell, Jr.

Warren C. Powell, Jr., S.C. Bar No. 4525

P.O. Box 61110

Columbia, SC 29260

(803) 252-7693

Fax (803) 254-5719

wpowell@brunerpowell.com

Columbia, South Carolina

March 29, 2019

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Civil Action No. 2018-CP-08-817

RONALD L. JONES; GAYLE
 LANGLEY JONES; and, THOMAS H.
 GAILLARD as TRUSTEE,

Plaintiffs,

v.

SUMMONS

ROGERS TOWNSEND & THOMAS, P.C.;)
 LISA HOSTETLER; ALEXANDER)
 C. PEABODY; and, PEABODY &)
 ASSOCIATES, INC.,)

Defendants.

TO: ROBERT W. MARING, ESQUIRE, ATTORNEY FOR PLAINTIFFS RONALD L. JONES AND GAYLE LANGLEY JONES; JARY J. HULST, ESQUIRE, ATTORNEY FOR PLAINTIFFS THOMAS H. GAILLARD as TRUSTEE and THOMAS W. CONE, JR. as TRUSTEE, and RYAN A. EARHART, ESQUIRE, ATTORNEY FOR DEFENDANTS ALEXANDER C. PEABODY and PEABODY & ASSOCIATES, INC.:

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

BRUNER, POWELL, WALL & MULLINS, LLC

 Warren C. Powell, Jr., S.C. Bar No. 4525

P.O. Box 61110

Columbia, SC 29260

(803) 252-7693

Fax (803) 254-5719

wpowell@brunerpowell.com*Attorneys for Defendants Rogers Townsend**Thomas, PC and Lisa Hostetler*

Columbia, South Carolina
 March 29, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	Civil Action No. 2018-CP-08-817
RONALD L. JONES; GAYLE	)	
LANGLEY JONES; and, THOMAS H.	)	
GAILLARD as TRUSTEE,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	AMENDED
	)	ANSWER OF ROGERS TOWNSEND &
	)	THOMAS and
ROGERS TOWNSEND & THOMAS, P.C.,	)	LISA HOSTETLER ALEXANDER
LISA HOSTETLER ALEXANDER,	)	and PETITION FOR
C. PEABODY, and PEABODY &	)	DECLARATORY JUDGMENT
ASSOCIATES, INC.,	)	
	)	
Defendants.	)	
	)	

Rogers Townsend & Thomas, P.C. and Lisa Hostetler Alexander (collectively
 “Defendants”) answer the allegations of the Complaint as follows.

FOR A FIRST DEFENSE

1. Defendants deny all allegations of the Complaint unless otherwise admitted, qualified, or explained.
2. Defendants admit, upon information and belief, the allegations of Paragraphs 1, 4, and 5 of the Complaint.
3. Defendants admit the allegations of Paragraphs 2, 3 and 7 of the Complaint.
4. Defendants deny the allegations of Paragraphs 6 of the Complaint.
5. Answering the allegations of Paragraph 8 of the Complaint, Defendants repeat and reallege the foregoing.
6. Defendants deny so much of the allegations of Paragraph 9 of the Complaint as can be construed to allege the property was purchased on May 7, 2010, and that the property

description includes “recorded in Berkeley County in Plat Cabinet P at Page 4A” and admit the balance of the allegations. Further answering said Paragraph, Defendants are informed and believe the deed was issued and the property purchased by Plaintiffs on March 12, 2010 and the description contains the phrase “recorded in Berkeley County in Plat Cab. N at Page 392P.”

7. Defendants admit the allegations of Paragraphs 10 and 11 of the Complaint.
8. Defendants admit the allegations of Paragraphs 12, 13, and 14 of the Complaint.
9. Defendants are without knowledge of and therefore deny the allegations of Paragraph 15 of the Complaint.
10. Defendants admit the allegations of Paragraph 16 of the Complaint.
11. Defendants admit the allegations of Paragraph 17 of the Complaint includes the wording of he described purported easement and that same is accurate except that the words “Ingress/Egress along the Northern boundary” should read “Ingress/Egress beginning on the Northern boundary” and the words “L10, and L1” should read “L10, and L11;” also Defendants deny the conclusions stated in said Paragraph.
12. Defendants deny the allegations of Paragraphs 18.
13. Defendants admit the allegations of Paragraphs 19 thru 25 and 27-28 of the Complaint.
14. Defendants deny the allegations of Paragraph 26, 29 and 30 of the Complaint.
15. Defendants are without knowledge of and therefore deny the allegations of Paragraph 31 of the Complaint.
16. Defendants deny the allegations of Paragraph 32 of the Complaint.
17. Answering the allegations of Paragraph 33 of the Complaint, Defendants repeat and reallege the foregoing.

18. Defendants admit the allegations of Paragraph 34 of the Complaint, but deny any damage to Plaintiffs.

19. Defendants admit the allegations of Paragraphs 35 and 36 of the Complaint.

20. Defendants deny the allegations of Paragraphs 37 through 39 of the Complaint.

21. Answering the allegations of Paragraph 40 of the Complaint, Defendants repeat and reallege the foregoing.

22. Defendants admit an affidavit is attached, and deny all other allegations of Paragraph 41 of the Complaint.

23. Answering the allegations of Paragraph 42 of the Complaint, Defendants repeat and reallege the foregoing.

24. The allegations of Paragraphs 43 through 50 of the Complaint do not implicate Defendants and therefore do not require an answer from Defendants, but if an answer is required, Defendants deny the same.

FACTS COMMON TO AND INCORPORATED INTO ALL DEFENSES

25. Plaintiffs own Lot 6B.

26. The dominant property, if an easement exists, is Lot 6A.

FOR A SECOND DEFENSE
(Not the Real Party in Interest)

27. Ronald L. Jones transferred all his right, title, and interest in the property at issue to Gayle L. Jones by quit claim deed dated February 28, 2012 and filed in the Berkeley County Register of Deeds office at Book 9344, page 315.

28. Ronald L. Jones is not a real party in interest.

29. Ronald L. Jones must be dismissed from this action.

30. As to Ronald L. Jones, Defendants plead lack of interest as a complete defense.

FOR A THIRD DEFENSE
(Statute of Limitations)

31. Plaintiffs have owned the property continuously since March 12, 2010.
32. Plaintiffs knew or should have known that there might exist an easement on their own property.
33. Plaintiffs have failed to bring their action within the three-year statute of limitations.
34. Defendants plead the statute of limitations as a complete defense.

FOR A FORTH DEFENSE
(Easement, If Any Such Exists, Is No Longer Enforceable So There Are No Damages)

35. Plaintiff's house and garage was constructed no later than November 2006.
36. Plaintiff's fence was, upon information and belief, constructed no later than November 2006.
37. Plaintiff's garage and fence completely block the purported 25-foot easement on the East side of the property.
38. Plaintiff's fence on the West side of the property from the Fire Pit to the property line was built no later than November 2006.
39. Plaintiff's fence on the West side of the property runs across the entire purported easement.
40. Plaintiff's garage and fences were continuously and are currently obstructing the purported easement and were hostile to the use of the purported easement, were open to the view of all who attempted to use the purported easement, were actually in place, were notorious, and provided exclusive possession to Plaintiffs to the exclusion of all the world.

41. Plaintiff's garage and fences have been continuously in place for longer than 10 years.

42. The owner of Lot 6A can no longer enforce any purported easement on Lot 6B.

43. The owner of Lot 6A is estopped from attempting to enforce the purported easement.

44. Because there is no longer an enforceable easement, if ever there were one, Plaintiff cannot assert any damages.

45. Defendants plead no easement and therefore no damages as a complete defense.

FOR A FIFTH DEFENSE
(Purported Easement Never Existed)

46. The granting clause in the deed from Coastal Plains Development Co., Inc. to James J. Monaghan employs language that is confusing and contradictory.

47. There was no grantee in the language Plaintiff relies upon.

48. The language Plaintiff relies upon did not reserve or grant an easement.

49. There is no easement to a third party prior to the deed to Monaghan.

50. If Coastal Plains Development Co., Inc. was attempting to create an easement, it failed to do so.

51. Coastal Plains Development Co., Inc. did not follow the requirement of the common law.

52. Any attempt to create an easement must follow the common law because the common law is the controlling law regarding easements in South Carolina.

53. Failure to follow the requirement of the common law is fatal to any attempt to establish an easement.

54. Defendants plead that no easement ever existed as a complete defense.

FOR A SIXTH DEFENSE
(No Easement Existed)

55. There is no requirement for Lot 6A to have ingress and egress to any identifiable reason on Lot 6B.
56. Lot 6A has access to the marsh on its own boundary.
57. Lot 6A has access to the outside world on its own boundary.
58. An easement over Lot 6B is not necessary to the proper enjoyment of Lot 6A.
59. The purported easement over Lot 6B is not required for the proper enjoyment of Lot 6A.
60. Defendants plead that no easement exists as a complete defense.

FOR AN SEVENTH DEFENSE
(Plaintiffs Cannot Show Damages)

61. There is a grave on Lot 6B as shown by a gravestone.
62. Plaintiffs closed on the house knowing that the gravestone existed on Lot 6B.
63. Plaintiffs were aware that persons related to the deceased are entitled to come onto their property to visit the grave of their relative.
64. Plaintiffs waived any objection to having unknown numbers of strangers access their property when they closed knowing of the marked grave on their new property.
65. A copy of the e-mail from Plaintiffs accepting the property with the gravestone is attached as Exhibit "A."
66. Plaintiffs cannot show any damages from the owners of Lot 6A having access to their property when they are willing to allow unknown numbers of complete strangers to access their property.
67. Defendants plead no damages as a complete defense.

FOR AN EIGHTH DEFENSE
(Easement Waived)

68. Plaintiff's house, garage, and fences were constructed no later than November 2006.

69. The owner of Lot 6A took possession of Lot 6A on or about May 4, 2006.

70. The owner of Lot 6A could have observed the construction of the garage and fences on Lot 6B.

71. The owner of Lot 6A constructed the house on Lot 6A before February 7, 2007.

72. On information and belief, the owner of Lot 6A did not protest the construction of the garage or the fences on Lot 6B at any time up to the present.

73. The owner of Lot 6A has waived any claim to an easement across Lot 6B.

74. Because the owner of Lot 6A has waived any claim to an easement, Plaintiffs have suffered no damages.

75. Defendants plead waiver of the easement by the dominant property owner as a complete defense.

FOR A NINTH DEFENSE
(SCRCP Rule 12(b)(7))

76. Jones claims that the owners of Lot 6B have an easement over her property, Lot 6A.

77. Rogers Townsend & Thomas, P.C. would affirmatively plead and show that the owners of Lot 6A either never had an easement or have waived the easement or are estopped to claim an easement over Lot 6B.

78. Adjudication of the existence *vel non* of the easement in this matter without binding the owners of Lot 6A will fail to provide complete relief to the parties.

79. The owners of Lot 6A have been joined in this action and should remain parties to afford complete relief as to the issues presented.

**FOR A TENTH DEFENSE
AND
PETITION FOR DECLARATORY JUDGMENT**

80. The plaintiffs collectively allege that an easement appurtenant exists granting the owners of Lot 6A the right to traverse the property of Lot 6B.

81. The plaintiffs collectively allege that the easement appurtenant was originally recorded in a deed from James J. Monogham to Benjamin L. Daniel, dated April 4, 2006, and filed in the Register of Deeds office on April 5, 2006 at Deed Book 5506, page 12. A copy of the Deed is attached hereto as Exhibit 1. The plat referenced in the Monogham deed is attached hereto as Exhibit 2.

82. The plaintiffs collectively assert that they have replaced the original easement, which they now call a "Purported Easement," with an easement dated March 15, 2019 and recorded in the Register of Deeds office on March 22, 2019 at RB 2977, page 604. A copy of the 2019 easement is attached hereto as Exhibit 3. Because the line segments referred to in Exhibit 2 are difficult to read, the plat of Lot 6B is attached hereto as Exhibit 4.

83. The plaintiffs' assertions have no effect upon the nature of the "Purported Easement" with respect to their successors. The nature of the "Purported Easement" and its effect upon subsequent owners of the two lots can only be determined by a judgment.

84. A justiciable controversy exists as to the Jones plaintiffs with respect to the original "Purported Easement" in that the Jones plaintiffs assert that they have been damaged because the "Purported Easement" allowed strangers access to their property, and that

Defendants were negligent in failing to alert them to the “Purported Easement” at the time the Jones purchased Lot 6B (the servient estate).

85. A justiciable controversy exists as to the Trustee plaintiffs with respect to the original “Purported Easement” because they and the Jones plaintiffs have entered into the March 2019 easement based upon the uncertain nature of what they describe as of the “Purported Easement.”

86. The Defendants’ legal rights are affected by the determination of whether the “Purported Easement” is in fact a valid easement, as set forth in the Complaint in this matter.

87. The plaintiffs allege that the “Purported Easement” is valid.

88. The defendants aver that the “Purported Easement” is not a valid easement under the facts of this case.

89. The defendants request that the Court determine the rights of the owners of Lot 6A and Lot 6B under the “Purported Easement.”

WHEREFORE, having fully answered, Defendants pray for judgment in their favor, for a determination that the “Purported Easement” is in fact and law invalid, for costs, and for such other and further relief as the Court finds just and fair.

BRUNER, POWELL, WALL & MULLINS, LLC

Warren C. Powell, Jr., S.C. Bar No. 4525

P.O. Box 61110

Columbia, SC 29260

(803) 252-7693

Fax (803) 254-5719

wpowell@brunerpowell.com

Attorneys for Defendants Rogers Townsend

Thomas, PC and Lisa Hostetler

Columbia, South Carolina

March 29, 2019

EX 1

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00055535 Vol: 8806 Pg: 12



Instrument Number: 2008-00055535

Recorded On: April 05, 2008

As
Deed

Parties: MONAGHAN JAMES J

To

DANIEL BENJAMIN L SR

Recorded By: CUTCHIN LAW FIRM

Num Of Pages: 8

Comment:

**** Examined and Charged as Follows: ****

Deed	10.00					
Recording Charge:	10.00					
		Consideration Amount	RS#060			
Deed Tax		Tax Amount	D 7250		Deed County Tax	0.80
				Deed State Tax	0.80	
	EXEMPT					
	Tax Charge:	0.00				

RECEIVED

Apr. 05, 2008

ASSessor
BERKELEY COUNTY SC
JANEY B. JORDAN
AUDITOR BERKELEY COUNTY SC

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Document Number: 2008-00055535

Receipt Number: 44128

Recorded Date/Time: April 05, 2008 03:58:24P

Book-Vol/Pg: BK-R VI-5506 Pg-12

Cashier / Station: D Smith / Cash Station 9

Record and Return To:

CUTCHIN LAW FIRM

985-B JOHNNIED DODDS BLVD

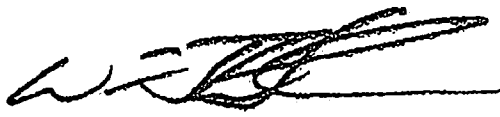
MT PLEASANT SC 29464



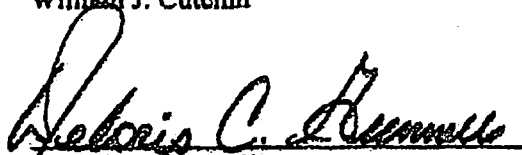
Cynthia B. Forte
Cynthia B Forte - Register of Deeds

WITNESS my Hand and Seal, this 4th day of April in the year of our Lord Two Thousand Six (2006) and in the Two Hundred Twenty-Ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF


William J. Cutchin

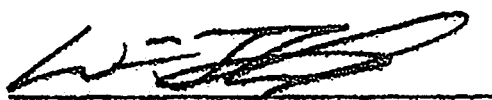

JAMES J. MONAGHAN
Mother attorney-in-fact


Deloris C. Gunnells

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PROBATE

PERSONALLY appeared before me William J. Cutchin and made oath that he saw the within named James J. Monaghan sign, seal, and as his act and deed, deliver the within written Deed, and that he with Deloris C. Gunnells witnessed the execution thereof.


William J. Cutchin

SWORN TO before me, this
April 4, 2006.


Deloris C. Gunnells
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: February 4, 2013

Schedule A**Legal Description
(Deed)**

ALL my ONE-HALF INTEREST in that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying, and being in ALL that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying, and being in near Cainho North of Wando River, Berkeley County, SC and being shown and designated as Lot 6 B on a plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" dated March 17, 2005 prepared by Charles F. Dawley, Jr., R. L.S. and recorded March 22, 2005, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q, Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

EXCEPT: A 25' Ingress/Egress Easement is hereby dedicated and given to all owners and successors of interest in Lot 6A (TMS # 263-00-03-068) as shown on the above-referenced plat, Lot 5 (No. 108 Cainho Landing Road, TMS # 263-00-05-005) as shown on the above-referenced plat, Lot 6 (No. 110 Cainho Landing Road, TMS # 263-00-05-006) as shown on the above-referenced plat, and Lot 7 (112 Cainho Landing Road, TMS # 263-00-05-007) as shown on a plat dated 9/1/86 by Carolina Surveying & Mapping, William H. Dennis, RLS, and entitled "Plat of 45.02 Acres Known as Cainho Landing Containing 30 Lots and Depicting As Built Locations of Roads and Easements Located in Berkeley County, South Carolina," as recorded in Plat Cabinet G, page 6, in the RMC Office for Berkeley County. This Easement shall begin on the Northern boundary of the Lot 6B at the point labeled D and extending one-half the way to the point labeled A as shown on the Plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" and shall run down the sides of the Lot shown on said plat as going S 9° 22' 10" W for 154.18', and then continuing on Lines L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, and L11. Therefore, the Easement will almost completely encircle the Lot 6B except for most of the Northern boundary of the Lot. This easement is given in perpetuity and is to run with the land.

This is the same property conveyed to Grantor by deed of Coastal Plains Development Co., dated April 8, 2005 and recorded on August 3, 2005 at Book 4887, Page 64 in the RMC Office of Berkeley County.

Grantee's address: 451-C Jessen Lane, Charleston, SC 29492

TMS # 263-00-03-079

Lawyer Responsible _____

AFFIDAVIT

00055535 Vol: 5506 Pgs 14

STATE OF SOUTH CAROLINA)

) Date of Transfer of Title

COUNTY OF BERKELEY)

) April 4, 2006

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

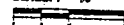
1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by James J. Monaghan to Benjamin L. Daniel, Sr., ON April 4, 2006.
3. Check one of the following: The DEED is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the 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 distribution to a trust beneficiary.
 - (c) X _____ EXEMPT from the deed recording fee because (exemption# 12) (Explanation if required) Transfer to Grantor(s)' Trust(s) (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) XX _____ The fee is computed on consideration paid or to be paid in money or money's worth in the amount of \$5.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
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 \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) XX _____ the amount listed in item 4 above.
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative .
8. I understand that a person required to furnish this affidavit who wilfully 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.


 William J. Cutochin, Legal Representative
 connected with this transaction

Sworn to before me this
 April 4, 2006


 Deloris C. Gunnella
 Notary Public for South Carolina
 My Commission Expires: February 4, 2013

EX 2



EX 3

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 #: 2019009110

Receipt Number: 121752

Recorded As: AGREEMENT

Recorded On: March 22, 2019

Recorded At: 11:55:23 AM

Recorded By: LYNETTE SHELTON

Book/Page: RB 2977: 604 - 616

Total Pages: 13

Return To: WILLIAMS & HULST

PO BOX 1288

MONCK'S CORNER, SC, 29461

Received From: WILLIAMS & HULST

Parties:

Direct- JONES, GAYE L

Indirect- THOMAS HUGUENIN GAILLARD REVOCABLE

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$18.00

Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

ELECTRONICALLY FILED - 2019 Mar 29 4:51 PM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

)

)

)

ACCESS, MAINTENANCE AND
JOINT DOCK USE AGREEMENT

THIS ACCESS, MAINTENANCE AND JOINT DOCK USE AGREEMENT (this "Agreement") is made as of this 15 day of MARCH, 2019, by and between Gaye L. Jones ("Jones"), as grantor, and Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard Revocable Trust dated April 3, 2007, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable Trust dated April 3, 2007 (collectively, "Gaillard and Cone"), as grantees.

WITNESSETH:

WHEREAS, Jones is the owner of that certain real property located in Berkeley County, South Carolina, designated as Lot 6B, Berkeley County TMS No. 263-00-03-079, as more particularly described by that certain Quit Claim Deed dated February 28, 2012 and recorded on March 2, 2012 in the Berkeley County Register of Deeds Office ("ROD") in Book 9344, at Page 314, and as shown on that certain plat entitled "Plat Showing a Subdivision of Lot 6, "Riverview Village", Creating Lot 6A and Lot 6B, Situated as Shown on Road S-8-33, in Wando, Berkeley County, South Carolina, Presently Owned by David E. Hatchell and Joseph Bartone" dated March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S. and recorded March 22, 2005 in the ROD in Plat Cabinet Q at page 357A ("Lot 6 Subdivision Plat"), and in that Plat dated March 24, 2010 recorded in the ROD in Plat Cabinet N at Page 392P, and as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Jones Property"); and

WHEREAS, Gaillard and Cone are the owners of certain real property located in Berkeley County, South Carolina, known as Lot 6A, Berkeley County TMS No. 263-00-03-068, as more particularly described by that certain deed dated May 2, 2011 and recorded on May 6, 2011 in the ROD in Book 8923 at Page 11, and as shown on the Lot 6 Subdivision Plat and as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "Gaillard and Cone Property"); and

WHEREAS, at the request of Jones and Gaillard and Cone, an "Easement Plat of a 10' Private Ingress/Egress & Access Easement through Lot 6B" has been prepared by Thomas & Hutton dated January 25, 2017, a copy of which is attached hereto as Exhibit "C" and incorporated by reference herein (the "Easement Plat"); and

WHEREAS, Jones is the owner of that portion of Lot 6B where a "New Private 10' Ingress/Egress & Access Easement" is located within that part of the area of Lot 6B as shown and delineated on the Easement Plat (this area of Lot 6B hereinafter referred to as "Ingress/Egress & Access Easement Area"); and

WHEREAS, Jones desires to grant to Gaillard and Cone, their heirs, successors, successors-in-title and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and

across the Ingress/Egress & Access Easement Area for the purpose of access. ingress and egress to the Joint Dock (as defined herein), which easement shall run with the title to the Jones Property and the Gaillard and Cone Property; and

WHEREAS, the parties desire to terminate a '25 Ingress/Egress Easement purportedly over Lot 6B in favor of owners and successors of Lot 6A as described in that "Title to Real Estate" dated April 8, 2005 and recorded on August 3, 2005 in the Berkeley County Register of Deeds Office in Book 4887, at Page 65 ("Old Purported Easement"); inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement (as defined herein) and other rights granted to Gaillard and Cone by this Agreement

WHEREAS, the parties desire to construct a joint dock (the "Joint Dock") for the joint and shared use by the present or future owner(s) of the Jones Property and the Gaillard and Cone Property in accordance with the terms and provisions of the joint dock permit therefor issued by the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management ("OCRM"), Permit No. OCRM-01-732-R (the "Dock Permit"), and upon the terms and conditions more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits accomplished hereby and the sum of Five and 00/100 (\$5.00) Dollars paid to each other, in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Grant of Dock Access Easement. Jones does hereby grant to Gaillard and Cone, their heirs, successors, successors-in-title, invitees, licensees, lessees and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and across the Ingress/Egress & Access Easement Area for the purpose of providing pedestrian and golf cart access, ingress and egress as shown on the Easement Plat to be used jointly and in common with Jones and her family, successors, heirs, assigns, invitees, licensees and lessees for full use and enjoyment in the Ingress/Egress & Access Easement Area in any manner not inconsistent with the rights granted herein ("Dock Access Easement"), subject, however, to the terms and conditions set forth herein. The Parties may also use the Ingress/Egress & Access Easement Area temporarily to allow the parties and their independent contractors to construct, maintain, repair and replace the Joint Dock.

TO HAVE AND TO HOLD, all and singular, subject to terms and conditions set forth herein, the aforesaid Dock Access Easement, unto Gaillard and Cone, their heirs, successors, successors-in-title and assigns, forever.

2. Joint Dock Construction. On or before April 15, 2018, Jones and Gaillard and Cone (each a "Party" and collectively, the "Parties") agree to commence construction or cause the commencement of construction of the Joint Dock in accordance with the terms and provisions of the Dock Permit, the cost of which shall be split between the Parties as follows: Jones: 50%; Gaillard and Cone: 50%. Once construction of the Joint Dock commences, such construction

shall be expeditiously continued until construction the Joint Dock has been completed, lien free, in accordance with the terms and provisions of the Dock Permit.

3. Joint Use and Maintenance of the Joint Dock. Except as otherwise provided herein, the Parties agree that they will share jointly in ownership and use of the Joint Dock. The Parties agree to share jointly in the cost and expense of the Joint Dock, including but not limited to construction, maintenance, repair, insurance, taxes, utilities, permitting fees, repair and replacement of the Joint Dock, including the pier head and the floating dock. The Joint Dock shall be constructed and maintained by the Parties in conformance with the Dock Permit and all applicable OCRM rules, regulations and requirements. The floating dock shall be shared as follows: Jones shall have the exclusive use of one-half of the river side of the floating dock and one-half of the shore side of the floating dock; Gaillard and Conc shall have the exclusive use of the remaining one-half of the river side of the floating dock and the remaining one-half of the shore side of the floating dock. In the event the Joint Dock (including, without limitation, the pier head and floating dock) is damaged or destroyed by fire, storm or other casualty, all repair and/or reconstruction costs shall be shared equally by the Parties, their heirs, successors, successors-in-title and assigns.

4. Use and Maintenance of the Ingress/Egress Easement Area. Except as to the rights herein granted, the Parties shall have the full use and control of the Ingress/Egress & Access Easement Area. The Parties agree that they will make no use of the Ingress/Egress & Access Easement Area which is inconsistent with the uses and the purposes for which the Dock Access Easement has been granted and created, and without limiting the generality of this provision, the Parties agree that no obstructions and no parked cars or permanent structures such as buildings, sheds and other structures shall be placed upon or within the Ingress/Egress & Access Easement Area at any time. Jones, at Jones' sole cost and expense, agrees to remove the existing water well or any other obstruction located within the Ingress/Egress Easement Area which would prevent the use and enjoyment of the Dock Access Easement by the Parties hereto. The Parties agree to jointly restore the Ingress/Egress & Access Easement Area to its original condition, to the extent reasonably possible, including any landscaping or other improvements on the Ingress/Egress & Access Easement Area which are damaged, disturbed or destroyed by reason of any excavation, construction, reconstruction, maintenance or other use of the Ingress/Egress & Access Easement Area. The Parties, for themselves, and for their heirs, successors, successors-in-title and assigns, agree to be jointly responsible for the upkeep, care, maintenance, and servicing of the Ingress/Egress & Access Easement Area to the extent any maintenance, care, and upkeep are warranted, in a good, safe and workmanlike manner, and to keep the same in good condition and repair, without any liens against the Ingress/Egress & Access Easement Area or Jones' adjoining property. The Parties jointly agree to restore, at their expense, the Ingress/Egress & Access Easement Area to its original condition, insofar as reasonably possible, immediately after any maintenance, repair or replacement work is finished. Neither Party shall interfere with the use of the Ingress/Egress & Access Easement Area by the other Party or Parties, their families, successors, successors-in-title, heirs, assigns, invitees, licensees and lessees. Gaillard and Conc agree and understand that the Ingress/Egress & Access Easement Area shall not be paved or otherwise altered from its natural state unless otherwise approved in writing by Jones, in her reasonable discretion. Notwithstanding the foregoing, the Parties may grade the Ingress/Egress & Access Easement Area to the extent necessary for the safe and effective use of same. Any

excessive noise within the Ingress/Egress & Access Easement or on the Joint Dock shall be strictly prohibited.

5. Relocation of Ingress/Egress & Access Easement Area. Jones may relocate the Ingress/Egress & Access Easement Area at her expense and in her reasonable discretion, in the event Grantor desires to utilize further or differently the Jones Property of which the Ingress/Egress & Access Easement Area is a part, provided that the essential purpose of the Dock Access Easement is not altered and further provided that the access granted herein is not materially impaired by such relocation.

6. Termination of Old Purported Easement. Gaillard and Cone have remised, quitclaimed, terminated, cancelled and forever released, and by these presents do hereby remise, quitclaim, terminate, cancel and forever release unto Jones, her heirs and assigns, all of Gaillard and Cone's right, title and interest, if any, in and to the Old Purported Easement, inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement and other rights granted to Gaillard and Cone by this Agreement.

7. Remedies. Should any Party breach its covenants and agreements contained herein, or should payment for any shared costs or expenses not be made in full to the other Party or Parties within thirty (30) days of service of notice as herein provided, then, in such event, the defaulting Party shall forfeit all rights to use the Joint Dock, together with any pier, pierhead, gangways and floating docks as may exist on the Joint Dock, unless and until the payments due hereunder are properly paid with interest at the rate of one and one-half (1 1/2%) percent per month following expiration of the thirty (30) day notice period. The nondefaulting Party shall also have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Party's lot to secure payment of delinquent costs and expenses.

8. Indemnification and Insurance. Each Party agrees to defend and indemnify the other Party, including their successors, heirs, assigns, respective agents, lessees, invitees, and licensees, and hold each other harmless from and against any and all claims, demands, actions, causes of action, damages, liens, losses, liabilities, fines, penalties, costs and expenses, including attorneys' fees and court costs, caused by or in any way attributable to the negligence, gross negligence or willfulness of such indemnitor, or the exercise of any of the rights herein granted or the breach or default of any of the conditions and covenants herein. The Parties agree to jointly maintain liability insurance on the Joint Dock in an amount not less than \$1,000,000 per occurrence, the cost of which shall be a common expense shared jointly by the Parties. The Parties shall all be listed as named insureds in such liability insurance policy.

9. Notice. Notice by one Party to the other Party or Parties shall be given either by registered mail, return receipt requested, overnight delivery, or by hand-delivery to the address provided by such Lot Owner, or if no address is provided, then to the residence located on the Jones Property or the Gaillard and Cone Property, as the case may be. Service of notice shall be deemed effective on the date of deposit with the United States Postal Service, or deposit with a national overnight carrier, and/or date of hand delivery.

10. Amendment. This Agreement may be amended only by written instrument duly executed by the Parties, their heirs, successors, successors-in-title and permitted assigns.

11. Miscellaneous. This Easement is solely for the benefit of the Gaillard and Cone Property that adjoins the Ingress/Egress & Access Easement Area, and may not be assigned by Gaillard and Cone or used by them to benefit other property. The rights, interests and obligations of this Agreement shall run with Gaillard and Cone Property and the Jones Property, and shall be binding upon and inure to the benefit of Jones, her heirs, successors, successors-in-title, assigns, grantees and representatives and Gaillard and Cone and their heirs, successors, successors-in-title, assigns, grantees and representatives. This Agreement shall be governed by the laws of the State of South Carolina.

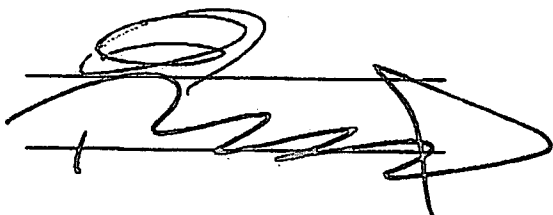
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all Parties hereto, whether or not each counterpart is executed by all Parties hereto, so long as each Party hereto has executed one or more counterparts hercof.

(this space left intentionally blank; signature pages to follow)

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
13th day of February 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Gaye L. Jones

 (SEAL)

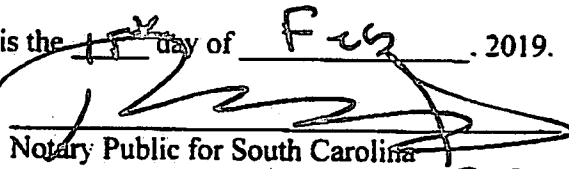
STATE OF SOUTH CAROLINA)

COUNTY OF Berkley)

ACKNOWLEDGMENT

I, Robert D. Maly, Notary Public for the State of South Carolina do
hereby certify that Gaye L. Jones, personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official seal this the 13th day of Feb, 2019.


Notary Public for South Carolina

My Commission Expires: 12-15-25

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of March, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas Huguenin Gaillard, as Trustee of the
Thomas Huguenin Gaillard Revocable Trust
dated April 3, 2007

W. M. Conrad
Tammy S. Griffin

Thomas Huguenin Gaillard (SEAL)

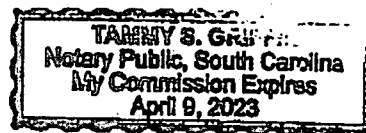
STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard
Revocable Trust dated April 3, 2007, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/9/23



IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of MARCH, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas W. Cone, Jr., as Trustee of the Thomas
W. Cone, Jr., Revocable Trust dated April 3,
2007

W. W. Rainard
Tammy S. Griffin

Thomas W. Cone, Jr. (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable
Trust dated April 3, 2007. personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of march, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/9/23

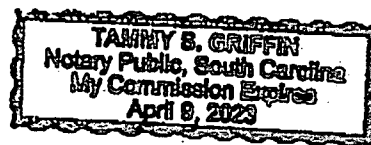


EXHIBIT "A"
DESCRIPTION OF THE JONES PROPERTY

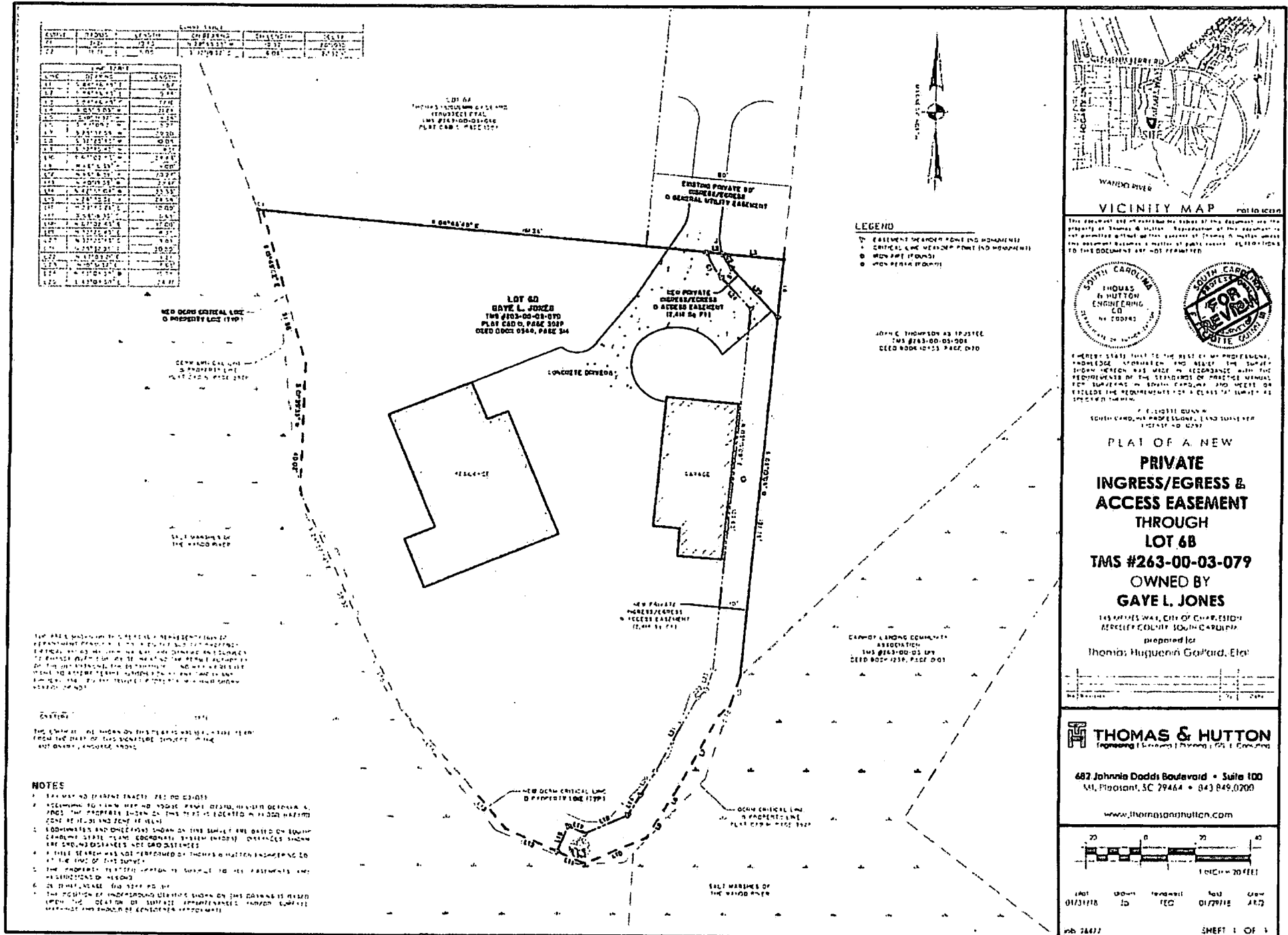
All that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and bearing near Cainhoy North of Wando River, Berkeley County, South Carolina and being sworn and designated as lot 6B on a plat entitled "plat showing a subdivision of lot 6," "Riverview Village" creating lot 6-A and 6-B situation as shown Road S-8-33, in Wando, Berkeley County, South Carolina. Being more specifically shown and designated on a plat made for Gaye Langley Jones and Ronald L Jones by Peabody and Associates, Inc. dated March 24, 2010 and recorded in Berkeley County in Plat Cabinet N at Page 392P. Reference to said latter plat is hereby craved for a more complete description as to distances, courses, meets and bounds.

EXHIBIT "B"
DESCRIPTION OF THE GAILLARD AND CONE PROPERTY

All that certain lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being near Cainhoy, North of Wando River, Berkeley County, SC. and being shown and designated as "LOT 6A, NEW AREA 47,840 SQ. FT., 1.10 ACRE" on a plat entitled "LOT 4, LOT 5, LOT 6A, RIVERVIEW VILLAGE, 124, 130 & 137 MEMES WAY" dated May 11, 2015, prepared by Matthew E. McBeath, PLS, recorded in the Register of Deeds for Berkeley County, SC on June 8, 2015, in Plat Cabinet S, at Page 138-A, reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

TMS No. 263-00-03-066

EXHIBIT "C"
EASEMENT PLAT



EX 4

EXHIBIT 12

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	Civil Action No. 2018-CP-08-817
RONALD L. JONES; GAYLE	)	
LANGLEY JONES; THOMAS H.	)	
GAILLARD as TRUSTEE; and THOMAS	)	
W. CONE, JR., as TRUSTEE,	)	
	)	
Plaintiffs,	)	
	)	MEMORANDUM IN OPPOSITION TO
vs.	)	PLAINTIFF TRUSTEES' MOTION
	)	TO DISMISS AND IN SUPPORT OF
ROGERS TOWNSEND & THOMAS, P.C.;	)	DEFENDANTS' MOTION AMEND ITS
LISA HOSTETTLER; ALEXANDER,	)	ANSWER TO ASSERT A
C. PEABODY; and. PEABODY &	)	DECLARATORY JUDGMENT CLAIM
ASSOCIATES, INC.,	)	
	)	
Defendants.	)	
	)	

THE FACTS

Defendants offer the following as a succinct statement of the facts material to the motions before the court:

1. On May 7, 2010 the plaintiff purchased Lot 6B, 145 Memes Way, on which a residence had previously been constructed (Complaint Paragraph 9).
2. Defendants Rogers Townsend & Thomas, PC ("RT&T") and Lisa Hostettler had multiple roles in connection with Plaintiff Jones' purchase and/or closing on her residence which is in part the subject of this action.
3. The purported easement which is the subject of this lawsuit first appeared in a deed from former Lot 6B owner James J. Monaghan, Deed Book 5506 at page 12, filed on April 5, 2006 to Benjamin L. Daniel. Plaintiff Jones contends in her Complaint that this deed creates an easement (purported) which almost entirely encircles Lot 6B, naming as the alleged dominant estate the owners of Lot 6A. Since April 5, 2006 the ownership of Lot 6A

has changed hands such that since 2011 Trustees Gaillard and Cone now own Lot 6A and did so at the commencement of this action. The deed Jones received did not contain the relevant easement language.

4. Jones entered suit May 4, 2018.

5. Defendants Rogers Townsend & Thomas, PC and Hostetler moved to make the purported dominant estate holders plaintiffs to this action at a hearing which involved opposition from Plaintiff Jones. The August 6, 2018 Order of Judge Buckner made Gaillard and Cone, Trustees, parties plaintiff (Attached as Exhibit 13).

6. Plaintiff Jones alleges in her May 4, 2018 Complaint (Attached as Exhibit 1) that:

a. Upon information and belief a 25-ft Ingress/Egress easement was created by way a deed from James J. Monaghan to Benjamin L. Daniel dated April 4, 2006 and recorded on April 5, 2006 in the office of the Register of Deeds for Berkeley County in Deed Book 5506 at page 12 (Complaint Paragraph 16) .

b. The easement granted to the owners of Lot 6A (TMS #263-00-03-068) ... a 25' - Ingress/Egress along the northern boundary of the Lot 6B ... "Therefore, the easement will almost completely encircle the Lot 6B ... except for most of the northern boundary of the lot. This easement is given in perpetuity and is to run with the land" (Complaint Paragraph 17).

c. As a result of the existence of the easement, Plaintiffs have lost full enjoyment and use of their property" (Complaint Paragraph 29).

d. That the owners of Lot 6A (TMS #263-00-03-068) will not terminate their rights to the easement, but in the alternative, have agreed to reduce the size and scope of the easement (Complaint Paragraph 31).

e. That as a result, the owners of Lot 6A will continue to have an easement on Plaintiffs' property, depriving them of exclusive ownership of their property (Complaint Paragraph 32).

7. Timeline of events leading to this hearing.

a. February 25, 2019: Powell letter to opposing counsel requesting to commence depositions in this case during the week of March 11, 2019 (Attached as Exhibit 2).

b. March 4, 2019: Powell email to opposing counsel following up on his letter of February 25, 2019 requesting the commencement of depositions during the week of March 11, 2019 (Attached as Exhibit 3).

c. March 4, 2019: Attorney Hulst's email to Powell and Maring that he is "booked up for March and moreover my clients are presently out of the country." (Attached as Exhibit 3).

d. March 11, 2019: Powell letter to other counsel of record: Since Mr. Hulst has no time in March to schedule depositions, April 1-3 are proposed (Attached as Exhibit 4).

e. March 13, 2019: Attorney Hulst email to other counsel of record announcing approval of depositions to be held on April 5 and 8-12 (Attached as Exhibit 5).

f. March 22, 2019: Plaintiffs' "Access, Maintenance and Joint Dock Use Agreement" filed March 22, 2019 (Attached as Exhibit 6), which provides that Plaintiff

Jones and Plaintiff Trustees shall build a 800' plus dock from Lot 6B with Jones paying 50% of the construction cost and the Trustees the other 50% with all having the right to use the dock.

g. March 27, 2019 (noon): Powell email to opposing counsel responding that April 8-12 is satisfactory to commence depositions in the case (Attached as Exhibit 7).

h. March 27, 2019: Hulst to other counsel of record. Q: Why continue to delay? That easement is now gone. What is the point of his clients' continued participation as a party? (Attached as Exhibit 7).

i. March 28, 2019: Powell email to attorney Hulst responding to his repeated request that his clients be dismissed as having an interest in the case to which Powell proposed dismissal possible if Trustees acknowledged that, on reflection, the 2006 easement was not valid and had been replaced by the dock easement filed March 22, 2019 (Attached as Exhibit 8).

j. March 28, 2019: Trustees decline to comment; Hulst email to other counsel of record regarding Hulst's intent to file a motion and let a judge decide concerning the dismissal. (Attached as Exhibit 8).

k. March 28, 2019 (1:41 pm): Powell email to Hulst regarding Defendants' intent to notice the depositions and get those out of the way, "as we agreed to do. That may eliminate the need for your motion." (Attached as Exhibit 9).

l. March 28, 2019 (1:49 pm): Hulst response to Powell and other counsel of record: "I believe it best to get the motion resolved before proceeding with the depositions. You then proceed with their depositions whether they are in or out of the case." (Attached as Exhibit 9).

m. March 28, 2019: Notices of video depositions of (1) Thomas W. Cone, Jr. for April 8, 2019; (2) Thomas H. Gaillard for April 9, 2019; and (3) Gayle Langley Jones for April 10, 2019 (Attached as Exhibit 10).

n. March 29, 2019 (5:35 pm): Hulst email to Powell and other counsel of record, "I am in receipt of your deposition notices for my clients... Please confirm by April 2 that these depositions are off-calendar or I will move for a protective order" (Attached as Exhibit 11).

o. April 4, 2019: Powell email to Huslt, cc to all, after trying to move forward with discovery for two months. No need to file a motion for protective order as it would give you an automatic stay anyway (Attached as Exhibit 12).

ARGUMENT AS TO TRUSTEES' MOTION FOR ORDER OF NONJOINDER

In their motion, Gilliard and Cone do not cite any case law. They rely instead on SCRCP Rule 21. Relevant to this motion is Farmer v. CAGC Ins. Co., 424 S.C. 579, 819 S.E.2d 142 (Ct.App. 2018). (Trustees' Motion for Non-Joinder, attached as Exhibit 14).

In the Farmer case, the Court of Appeals held that "Rule 21 should be viewed by the company it keeps; its neighbors, Rules 17, 19, and 20 are provisions that also tell us who are proper parties. . . . Although Rule 21 does not define misjoinder, the cases make it clear that parties are misjoined when they fail to satisfy either of the preconditions for permissive joinder of parties set forth in Rule 20(a)." Id. at 586, 819 S.E.2d 145.

The permissive joinder preconditions in Rule 20(a), Permissive Joinder, are: (1) asserting "a right to relief in respect of, or arising out of the same transaction, occurrence, or series of transactions or occurrences and [2] if any question of law or fact common to all these persons will arise in the action. . . [or] [1] if there is asserted against them jointly, severally, or in the

alternative, any right to relief in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and [2] if any question of law or fact common to all defendants will arise in the action.”

As to the allegations of the plaintiffs’ May 4, 2018 Complaint, the Trustee Plaintiffs (Lot 6A owners) may in the future, “...reduce the size and scope of the easement” (Complaint Paragraph 31) and, “That as a result, the owners of Lot 6A will continue to have an easement on Plaintiffs’ property, depriving them of exclusive ownership of their property.” (Complaint Paragraph 32) As the plaintiffs’ pleadings before the court state, the Trustees, “will continue to have an easement on Plaintiffs’ property.” (Complaint Paragraph 32) and, “...will not terminate their rights to the easement” (Complaint Paragraph 31).

The parties’ attempt to repair the defective nature of the “purported 2006” easement by an attempted renunciation and replacement of it with the “Access, Maintenance and Joint Dock Use Agreement” (filed March 29, 2019) does not eliminate the reality that Plaintiff Jones, as stated in the Complaint, continues to assert claims for damages against the defendant attorneys based upon the 2006 purported easement, which as the Trustees admit, names the Lot 6A owners as the would be dominant estate holders of the 2006 purported easement. The Movants’ Motion for Nonjoinder should be denied for at least the following reasons:

(1) Plaintiff Jones contends, “That as a result of the [purported 2006] easement, the plaintiffs have lost full enjoyment and use of their property” (Complaint Paragraph 29). The Trustee Plaintiffs admit that as Lot 6A owners since 2011 they were named as purported dominant estate owners of the 2006 easement. Accordingly, the trial of this case involved “a right of relief ... arising out of ... a series of transactions or occurrences AND questions of law and fact common to all parties: validity of the 2006 easement from both a legal and factual

standpoint, and, if valid, whether the purported dominant estate holders since 2006, including the Trustees, abandoned the easements.

(2) Even under the most recent transaction in the “series of transactions” since 2006, the, March 29, 2019 “Access, Maintenance and Joint Dock Use Agreement” between Jones and the Trustees will need to be tested (litigated) as to scope, validity and other details. All parties to this latest transaction, Jones and the Trustees, are necessary or appropriate parties to the issues concerning the March 2019 ‘replacement easement,’ keeping in mind that the plaintiff seeks damages related thereto.

(3) The August 6, 2018 order entered by Judge Buckner naming the purported dominant estate holders (Trustees herein) as parties was in the wake of these Defendants’ Rule 19 motion. Rule 19 provides in material part that a person can be joined, “if (1) in his absence complete relief cannot be accorded among those parties or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest, or (ii) leave any of the persons already parties subject to substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest.” While the Trustees claim they have replaced the 2006 purported easement with the March 29, 2019 dock easement this does not alter the fact that the Trustees continue, as Plaintiffs’ Complaint recites, to claim dominant estate status permitting them to enter Plaintiff’s property which forms the basis of her suit against the defendant lawyers. Complete relief cannot be accorded without the Trustees remaining parties because, at a minimum, the Trustees are parties to this most recent transaction with Jones. They claim this recent easement is appurtenant and runs with the land, the damage from which

Plaintiff Jones seeks recompense from the defendant lawyers. The efficacy of the recent transaction must be tested and as parties to same, the Trustees should remain parties to this suit.

**ARGUMENT AS TO DEFENDANT MOVANTS' MOTION TO AMEND THE ANSWER
TO ASSERT A PETITION FOR DECLARATORY JUDGMENT**

South Carolina Code §15-53-30 provides that,

“Any person interested under a deed, will, written contract or other writings constituting a contract or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations there under.

Movants are interested in a series of transactions culminating in contracts and deeds and other writings and their legal relations are dependent upon the construction of these documents. Accordingly, Movants seek an order allowing the amendment of their answer and service of a petition for declaratory judgment pursuant to the above section to determine the validity of the 2006 easement which prompted this lawsuit and the 2019 easement.

Movants incorporate herein all arguments made above in response to Plaintiff Trustees' Motion for an Order of Nonjoinder as some of those responses apply equally here. The issues which are the subject of Movants' proposed Petition for Declaratory Judgment grow out of the same core of operative facts as the issues presented in the plaintiffs' Complaint. Accordingly, Movants' motion to amend their answer should be granted as such motions are granted freely to achieve the ends of justice.

Aside from any considerations of the Trustee Plaintiffs' effort to obtain an order of nonjoinder, the defendant attorneys in this case are entitled to have the documents representing the series of transactions addressed in the original pleadings and those related to such construed under the Act. The test under Rule 15(c), SCRCP is whether the claim asserted in the amended

pleading arose out of the conduct, transaction, or occurrence set forth in the original pleading.
See, Patent v. Miller, 420 S.C. 471, 804 S.E.2d 252 (2017). (Motion to Amend Answer and Proposed Amended Answer, attached as Exhibit 15).

Respectfully submitted,

BRUNER, POWELL, WALL & MULLINS, LLC

s/Warren C. Powell, Jr.

Warren C. Powell, Jr., S.C. Bar No. 4525

P.O. Box 61110

Columbia, SC 29260

(803) 252-7693

Fax (803) 254-5719

wpowell@brunerpowell.com

*Attorneys for Defendants Rogers Townsend &
Thomas, PC and Lisa Hostetler*

Columbia, South Carolina
May 3, 2019

Jones v RTT

Exhibits to Memo re dismissal and amending answer

1. 5.4.18 – Complaint
2. 2.25.19 – Letter, Powell to Hulst
3. 3.4.19 – Email exchange re 2.25.19 letter / clients out of country
4. 3.11.19 – Letter re doc production to PL counsel
5. 3.13.19 – Email from Hulst re avail Apr 5, 8-12
6. 3.22.19 – Filed Dock Agreement
7. 3.27.19 – Email exchange re Easement is gone ...
8. 3.28.19 – Email exchange: Powell: If Trustees acknowledge upon reflection, that the 2005 easement was invalid and has been replaced, dismissal likely. Hulst: Ignores suggestion; will proceed with motion.
9. 3.28.19 – Email exchange: No depositions of Trustees until after motion resolved
10. 3.28.19 – Deposition Notices
11. 3.29.19 – Hulst email, depositions off-calendar
12. 4.4.19 – Powell email re discovery
13. 8.7.18 – Judge Buckner Form-4 Order
14. Trustees' motion for non-joinder
15. Defendant Attorneys' Motion to Amend Answer and proposed Amended Answer

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEYRONALD L. JONES AND GAYE LANGLEY JONES

Plaintiff(s)

vs.

ROGERS TOWNSEND & THOMAS, P.C., LISA
HOSTETLER, ALEXANDER C. PEABODY AND
PEABODY & ASSOCIATES, INC.,

Defendant(s)

Submitted By: Robert W. Maring, Maring & Moyer, LLCAddress: PO Box 478, Georgetown, SC 29442

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2018-CP - 08- 817MARY F. BROWN
CLERK OF COURT
BERKELEY COUNTY

18 MAY - 4 PM 12

FILED

SC Bar #: 8810
Telephone #: 843-545-9544
Fax #: 843-545-9733
Other: _____
E-mail: robert@maringmoyer.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|--|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ General (130)
☐ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver/Warranty (160)
☐ Employment Discrim (170)
☐ Employment (180)
☐ Other (199) _____ | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☒ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20____-____-_____
☐ Notice/ File Med Mal (230)
☐ Other (299) _____ | Torts - Personal Injury
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399) _____ | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) _____ |
| In Rem Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) _____ | Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) _____ | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Incapacitated Adult Settlement (790)
☐ Other (799) _____ | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) _____ |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) _____
☐ Sexual Predator (510)
☐ Permanent Restraining Order (680)
☐ Interpleader (690) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Pre-Suit Discovery (670) | | |

Submitting Party Signature: _____

Date: 5/4/18

SCCA / 234 (C)

Page 1 of 2

Exhibit 1

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
CASE NO. 2018-CP-08-_____

RONALD L. JONES AND GAYE
LANGLEY JONES,

PLAINTIFFS,

VS.

ROGERS TOWNSEND &
THOMAS, P.C., LISA HOSTETLER
ALEXANDER C. PEABODY AND
PEABODY & ASSOCIATES, INC.

DEFENDANTS.

SUMMONS
(JURY TRIAL DEMANDED)

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

18 MAY -4 PM 12:13

FILED

TO: THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, which was filed in the Court of Common Pleas in Berkeley County, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on Plaintiff's Attorney Robert W. Maring of Maring & Moyer, LLC at his office located at 1130 Highmarket Street, P.O. Box 478, Georgetown, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

MARING & MOYER, LLC

Robert W. Maring, Esquire
SC Bar No. 8810
Maring & Moyer, LLC
1130 Highmarket Street
Post Office Box 478
Georgetown, SC 29442
Telephone: 843-545-9544
Facsimile: 843-545-9735
Robert@maringmoyer.com
Counsel for the Plaintiff

Georgetown, SC
May 4, 2018

[Handwritten signature]

FILED

18 MAY -4 PM12:13

MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
CASE NO. 2018-CP-08-_____

RONALD L. JONES AND GAYE)
LANGLEY JONES,)

PLAINTIFFS,)

VS.)

COMPLAINT
(JURY TRIAL DEMANDED)

ROGERS TOWNSEND &)
THOMAS, P.C., LISA HOSTETLER)
ALEXANDER C. PEABODY AND)
PEABODY & ASSOCIATES, INC.)

DEFENDANTS.)

Comes now the Plaintiffs who, complaining of the Defendants, allege as follows:

1. Plaintiffs, Ronald Jones and Gaye Jones are citizens and residents of Berkeley County, South Carolina.
2. Upon information and belief Rogers Townsend & Thomas, P.C. is a professional corporation organized and existing pursuant to the laws of the State of South Carolina and doing business in Berkeley County, South Carolina.
3. Upon information and belief Lisa Hostetler is a citizen and resident Richland County, State of South Carolina and at all times relevant herein was employed as an attorney for the Defendant Rogers, Townsend & Thomas, P.C.
4. Upon information and belief Alexander C. Peabody is a citizen and resident Charleston County, State of South Carolina and at all times relevant herein was a Registered Land Surveyor and an owner/principal in Peabody & Associates Inc.

5. Upon information and belief Peabody & Associates, Inc. is corporation organized and existing pursuant to the laws of the State of South Carolina and doing business as a surveyor in Berkeley County, South Carolina.
6. The Court has jurisdiction over the matters alleged herein pursuant to S.C. Code Ann. §§36-2-802 and 36-2-803, Article V of the Constitution of the State of South Carolina, and the Court's plenary powers.
7. Upon information and belief, venue is proper in Berkeley County, South Carolina.

FACTS

8. Each and every allegation contained herein is repeated as if verbatim.
9. That on or about May 7, 2010 the Plaintiffs purchased the following property from E*TRADE BANK by deed filed with the Berkeley County Register of Deeds Office on May 13, 2010 and recorded in Deed Book RP 8440 at page 218 with the following description:

All that lot, piece, or parcel of land, including any and all improvements thereon, situate lying and being near Cainhoy North of Wando River, Berkeley County, South Carolina, and being shown and designated as Lot 6B on a plat entitled "Plat Showing a Subdivision of Lot 6, "Riverview Village" Creating Lot 6A and 6B, Situated As Shown on Road S-8-33, in Wando, Berkeley County, South Carolina, Presently Owned by David E. Hatchell and Joseph Bartone" dated March 17, 2005 prepared by Charles F. Dawley, Jr. R.L.S., and recorded March 22, 2005, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q, Page 357A. Being more specifically shown and designated on a plat made for Gaye Langley Jones and Robert L. Jones by Peabody & Associates, Inc. dated March 24, 2010 and recorded in Berkeley County in Plat Cabinet P at Page 4A. Reference to said latter plat is hereby craved for a more complete description as to distances, courses, metes and bounds.

10. The Settlement Agent for this transaction was identified on the (HUD-1) Settlement Statement as the Defendant Rogers, Townsend & Thomas, P.C., 220 Executive Center Drive, Suite 109, Columbia, SC 29210.

TMS # 263-00-05-006) Lot 7 (112 Cainhoy Landing Road, TMS #263-00-05-007) a 25' Ingress/Egress along the Northern boundary of the Lot 6B at the point labeled D and extending one-half the way to the point labeled A as shown on the Plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, "RIVERVIEW VILLAGE", CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" and shall run down the sides of the Lot shown on said plat as going S 9° 22/10" W for 154.18 and then continuing on lines L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, and L1. Therefore, the Easement will almost completely encircle the Lot 6B except for most of the Northern boundary of the Lot. This easement is given in perpetuity and is to run with the land.

18. The easement described in paragraph 17 herein was created by a Deed in the direct chain of title for the subject premises.
19. That prior to the closing on the Property described herein, the Plaintiff's engaged the services of Alexander C. Peabody with Peabody & Associates, Inc. a Professional Land Surveyor to survey the property for an accurate and detailed description of the property, the improvements and any easements that would affect the property.
20. A survey was performed and a Plat was provided to the Plaintiffs' attorneys prior to closing.
21. The Defendants Alexander C. Peabody with Peabody & Associates, Inc. a Professional Land Surveyor were paid Five Hundred and Fifty 00/100 (\$550.00) Dollars for the preparation and delivery of the Plat.

22. The survey was relied upon to describe the property in the legal description on the Deed conveying the property to the Plaintiffs as herein described and was recorded simultaneously with the Deed.
23. The survey failed to disclose the existence of the easement as described in paragraph 16 herein.
24. Upon information and belief, the existence of this easement was not disclosed to the Plaintiffs prior to the closing on May 7, 2010 or any time after closing by any of the Defendants.
25. Upon information and belief, the existence of this easement should have been disclosed on the Plat prepared by Defendants Alexander C. Peabody, PLS and Peabody & Associates, Inc. prior to the closing and prior to its recording.
26. The existence of the easement is and was a material fact that should have been disclosed to the Plaintiffs prior to closing on the property hereinabove referenced by the Defendants Rogers, Townsend & Thomas, P.C. and Lisa Hostetler.
27. The Plaintiffs are informed and believe that the Defendants Rogers, Townsend & Thomas, P.C. and Lisa Hostetler did not disclose this encumbrance/easement on the property, nor, did the Defendants properly communicate and explain the existence of the easement.
28. The Plaintiffs are informed and believe that the Defendants Alexander C. Peabody and Peabody & Associates, Inc. did not properly disclose this easement on the plat prepared for the Plaintiffs.
29. That as a result of the existence of the easement, the Plaintiffs have lost full enjoyment and use of their property.

30. That subsequent to discovery of the easement, the Plaintiffs have terminated three (3) of the (4) properties that held an easement through agreements between the Plaintiffs and those Lot Owners.
31. That the owners of lot 6-A (TMS#263-00-03-068) will not terminate their rights to the easement, but in the alternative, have agreed to reduce the size and scope of the easement.
32. That as a result, the owners of Lot 6-A will continue to have an easement on the Plaintiffs property, depriving them of exclusive ownership of their property.

FOR A FIRST CAUSE OF ACTION

(NEGLIGENCE AS TO ROGERS TOWNSEND &
THOMAS, P.C. AND LISA HOSTETLER)

33. Each and every allegation is repeated as if verbatim.
34. Plaintiffs were foreseeable parties to suffer injury if the Defendants Rogers, Townsend & Thomas, P.C. and Lisa Hostetler failed to perform their duties and meet the standard of care in their representations in the aforementioned property transaction.
35. Defendants Rogers, Townsend & Thomas, P.C. and Lisa Hostetler owed a duty to meet the standard of care in their handling of the closing and transaction and to prevent foreseeable injuries to Plaintiffs.
36. The standard of care for lawyers representing a client in transactions in South Carolina requires a lawyer, among other things, to inform, consult, and communicate with the client as to a transaction about the means by which the client's objectives are to be accomplished, to keep the client reasonably informed about the status of the matter, and to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

37. The injuries and damages suffered by the Plaintiffs were due to and caused by the negligence, recklessness, willfulness and wantonness of the Defendants Rogers, Townsend & Thomas, P.C. and Lisa Hostetler acts of omission and/or commission in the following particulars to wit:

- a. By failing to meet the applicable standard of care in the representation of the Plaintiffs and handling of the transaction described above;
- b. By failing to disclose to the Plaintiffs the existence of the easement as described in herein;
- c. By failing to disclose to the Plaintiff's key facts concerning the transaction which prejudicial to the Plaintiffs' interest;
- d. In failing to properly communicate with the Plaintiffs' before, during or after the transaction;
- e. In failing to properly supervise the transaction;
- f. In failing to properly train its employees;
- g. In failing to properly hire employees with sufficient knowledge and skill to properly conduct the transaction;
- h. In violating the rules, regulations and statutes governing attorneys conduct in the State of South Carolina;

38. That as a direct and proximate result of one or more of the Defendants' actions or omissions the Plaintiffs suffered damages.

39. Plaintiffs are entitled to a judgment for actual and punitive damages as to these Defendants.

EXPERT AFFIDAVIT

40. Each and every allegation is repeated as if verbatim.

41. Pursuant S.C. Code Ann. § 15036-100(B) (2006), attached hereto and incorporated herein by reference as Exhibit 1, is the affidavit of Charles Nation, an expert witness and lawyer licensed to practice law in South Carolina, which specifies at least one negligent act or omission claimed to exist and the factual basis for each claim based upon the available evidence at the time of the filing of the affidavit.

FOR A SECOND CAUSE OF ACTION

(NEGLIGENCE AS TO ALEXANDER C. PEABODY AND PEABODY ASSOCIATES, INC.)

42. Each and every allegation is repeated as if verbatim.
43. Plaintiffs were foreseeable parties to suffer injury if the Defendants Alexander C. Peabody and Peabody & Associates, Inc. failed to perform their duties and meet the standard of care in their representations in their preparation of the Plat for the Plaintiffs.
44. Defendants Alexander C. Peabody and Peabody & Associates, Inc. owed a duty to meet the standard of care in their preparation of the Plat for the transaction and to prevent foreseeable injuries to Plaintiffs.
45. The standard of care for surveyors engaging in the business of surveying in South Carolina requires a surveyor, among other things, to show any easements known to the surveyor on the survey performed and to properly investigate the records of the Register of Deeds, to include, but not limited to, the Deed in the direct chain of title to be able to accurately determine the boundary of the lot and any other encumbrances, including, but not limited to the existence of easements that may exist in the Deed into the current owner of the property.
46. The injuries and damages suffered by the Plaintiffs were due to and caused by the negligence, recklessness, willfulness and wantonness of the Defendants Alexander C.

Peabody and Peabody & Associates, Inc. acts of omission and/or commission in the following particulars to wit:

- i. By failing to meet the applicable standard of care in the preparation of the the Plat for the above described real estate transaction above;
 - j. By failing to disclose on the Plat the existence of the easement as described in herein;
 - k. In failing to properly supervise the preparation of the plat;
 - l. In failing to properly train its employees;
 - m. In failing to properly hire employees with sufficient knowledge and skill to properly prepare the plat;
 - n. In violating the rules, regulations and statutes governing surveyors in the State of South Carolina;
47. That as a direct and proximate result of one or more of the Defendants actions or omissions the Plaintiffs suffered damages.
48. Plaintiffs are entitled to a judgment for actual and punitive damages as to these Defendants.

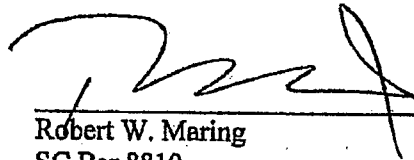
EXPERT AFFIDAVIT

49. Each and every allegation is repeated as if verbatim.
50. Pursuant S.C. Code Ann. § 15036-100(B) (2006), attached hereto and incorporated herein by reference as Exhibit 1, is the affidavit of Wendell Powers, an expert witness and surveyor licensed in South Carolina, which specifies at least one negligent act or omission claimed to exist and the factual basis for each claim based upon the available evidence at the time of the filing of the affidavit.

WHEREFORE, Plaintiffs pray as follows:

- A. For a judgment in an amount to be determined by the jury for actual, consequential and punitive damages against all Defendants;
- B. For the costs and disbursements of this action;
- C. For such other and further relief as the court may deem just and proper.

May 4, 2018



Robert W. Maring
SC Bar 8810
Attorney for Plaintiffs
PO Box 478
Georgetown, SC 29440
843-545-9544 phone
843-545-9735 fax
robert@maringmoyer.com

State of South Carolina)
)
 County of Berkeley) In the Court Of Common Pleas
) For the Ninth Judicial Circuit
) Civil Action Number: 2018-CP-09-___

Affidavit Required Under Carolina Code Ann. Section 15-36-100

PERSONALLY APPEARED BEFORE ME, Charles Owen Nation, II, who, after first being duly sworn and under oath, states as follows. I am the owner of Nation Law Firm, P.C., and have been a member of the South Carolina Bar engaged in the general practice of law since November of 1984. I am a member of the South Carolina Bar Association, and have been retained by Robert W. Maring, on behalf of his clients, Gaye Langley Jones and Ronald K. Jones, to give an opinion under South Carolina Code Ann. Section 15-36-100, which requires a contemporaneous affidavit of an expert specifying the negligent act(s) or omission(s) prior to the filing of complaint asserting negligence on the part of an attorney. This affidavit is given in connection with the area of practice dealing with residential real estate closings, more particularly, the refinance of the attorney on the abstract of real property, and the simultaneous representation of an owner of real property, a borrower and mortgagor, and a bank loaning funds on the condition of it being assured of a first mortgage lien encumbering the residential property which secures the repayment of the loan involved with the transaction. The facts as they have been presented to me appear to be as follows, and all references to documents filed of record are intended to refer to the Office of the Register of Deeds for the County of Berkeley, State of South Carolina:

1. Plaintiffs, Gaye Langley Jones and Ronald K. Jones, at all times relevant, were and are residents of the County of Berkeley County, State of South Carolina.
2. Rogers, Townsend & Thomas, LLC, at all times relevant, were licensed attorneys who were practicing law in the State of South Carolina.
3. On information and belief, Lisa M. Hostetler, at all times relevant, was employed by the law firm of Rogers, Townsend & Thomas, LLC.
4. The following property was conveyed by Deed from Riverview Developers, LLC, to Coastal Plains Development, Inc., dated April 8, 2005, and filed of record April 13 2005, in the Office of the Register of Deeds for the County of Berkeley at Deed Book 474 at Page 51:

All that lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being in near Cainhoy North of Wando River, Berkeley County, SC and being shown and designated as Lot 6A & 6B on a plat entitled 'PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SIOTUATED AS WHON ONROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA, PRESENTLY OWENED BY DAVID



E, HATCHELL AND JOSEPH BARTONE" DATED March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S., and recorded March 22, 2005, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q at Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

EXCEPT: a 50' Ingress/Egress Easement and General Utility Easement Labeled A-B-C-D-A as shown on the Plat entitled 'PLAT SHOWING A SUBDIVISION OF LOT 6 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA, PRESENTLY OWED BY DAVID E. HATCHELL AND JOSEPH BARTONE" is hereby dedicated and given to all purchasers and successors of interest in this property and the General Utility Easement is dedicated and given to those entitles which provide said utilities.

This is the same property conveyed to Grantor by deed of Joseph Bartone and David E. Hatchell dated April 5, 2002 and r4ecorded on April 8, 2002 at Book 2686 at Page 290 in the RMC Office of Berkeley County.

TMS #263-00-03-068

5. The property, Lot 6B, was conveyed by Deed of Coastal Plains Development Company, Inc., to James J. Monaghan by deed dated April 8, 2005, and filed of record in Deed Book 4887 at Page 84.
6. The subject property was thereafter conveyed by James J. Monaghan to Benjamin L. Daniel, Sr. by deed dated April 4, 2006, and filed of record in Deed Book 5506 at Page 12, and by Quit Claim Deed of James J. Monaghan to Benjamin L. Daniel, Sr., by deed dated August 22, 2006, and filed of record in Deed Book 5904 at Page 177.
7. Rogers, Townsend & Thomas, LLC issued or caused Investor's Title Insurance Company Policy Number SC401720100521, a Homeowner's Policy of Title Insurance, to be issued, which insures the subject property, property shown and designated as Lot 6B on a plat filed of record in Plat Cabinet Q at Page 357A, hereinafter "Investor's Policy."
8. The exceptions reflected within Investor's Policy, and the Title Insurance Commitment which was prepared prior to the issuance of Investor's Policy, make no mention of some of the documents which are contained within the abstract of the title search.
9. While the abstract of the title search reveals the existence of the following documents in the chain of title to the subject property, the exceptions reflected

within Investor's Policy, and the Title Insurance Commitment which was prepared prior to Investor's Policy, make no mention of the following documents:

- a. Easement to real estate from Candace A. Harvey, owner of Lot Number 6, as reflected on Slide Cabinet G at Page 6; and
- b. Easement in a deed from Coastal Plains Development Co., Inc., to James J. Monaghan dated April 8, 2005, and filed of record in the Office of the Register of Deeds for the County of Berkeley in Volume 4887 at Page 65; and
- c. Easement in deed from James J. Monaghan to Benjamin L. Daniel, Sr., dated April 4, 2006, and filed of record April 5, 2006, in the Office of the Register of Deeds for the County of Berkeley in Volume 5506 at Page 13, which conveyance and easement state as follows:

All my one-half interest in that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and being in all that lot, piece, or parcel of land, including any and all improvements thereon situate, lying and being in near Cainhoy North of Wando River, Berkeley County, SC and being shown and designated as Lot 6B on a plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" DATED MARCH 17, 2005, PREPARED BY Charles F. Dawley, Jr., R.L.S., and recorded March 22, 2006, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q, Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

EXCEPT: A 25' Ingress/Egress Easement is hereby dedicated and given to all owners and successors of interest in Lot 6A (TMS#263-00-03-068) as shown on the above-referenced plat, Lot 5 (No. 108 Cainhoy Landing Road, TMS#263-00-05-005) as shown on the above-referenced plat, Lot 6 (No. 110 Cainhoy Landing Road, TMS#263-00-05-006) as shown on the above referenced plat, and Lot 7 (112 Cainhoy Landing Road, TMS#263-00-05-007) AS SHOWN ON A PLAT DATED 9/1/86 BY Carolina Surveying & Mapping, William H Dennis RLS, and entitled "PLAT OF 45.02 ACRES KNOWN AS CAINHOY LANDING CONTAINING 30 LOTS AND DEPICTING AS BUJIT LOCATIONS OF ROADS AND EASEMENTS LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA," as

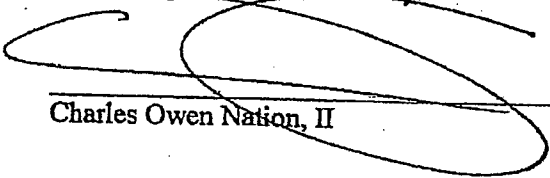
recorded in Plat Cabinet G page 6, in the RMC Office for Berkeley County. This Easement shall be on the Northern boundary of the Lot 6B at the point labeled D and extending one-half the way to the point labeled A as shown on the Plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" and shall run down the sides of the Lot shown on said plat as going S 9° 22/10" W for 154.18'. and then continuing on Lines L1, L2, L3, L4, L4, L6, L7, L8, L9, L10 and L11. Therefore, the Easement will almost completely encircle the Lot 6B except for most of the Northern boundary of the Lot. This easement is given in perpetuity and is to run with the land.

TMS#263-00-03-079

10. The Master in Equity's deed which serves to transfer the property to E Trade* Bank of Fort Mill South Carolina, conveys Lot 6B as shown on a plat filed in Plat Cabinet Q at Page 357A, this being the identical property conveyed by deed of James J. Monaghan to Benjamin L. Daniel, Sr., dated April 4, 2006, and filed of record April 5, 2006, in Book 5506 at Page 12 and also by Quit Claim Deed of James J. Monaghan to Benjamin L. Daniel, Sr., dated August 22, 2006 and filed of record in the Office of the Register of Deeds for Berkeley County on August 28, 2006 in Book 5904 at Page 177.
11. Easements filed of public record were not noted and included within the title insurance commitment nor in the title insurance policy but were, however, noted in the abstract.
12. The plat of Lot Number 6B filed of record in Plat Cabinet P at Page 4A, prepared by Alexander C. Peabody, PLS with Peabody & Associates, Inc., does not reflect the existence of the easements above which completely encircle Lot 6B for a width of 25 feet except for most of the northern part of the lot. Further, the exceptions reflected within Investor's Policy, and the Title Insurance Commitment which was prepared prior to the issuance of Investor's Policy, excludes all loss, costs, attorney's fees and expenses resulting from those matters disclosed on a plat by Peabody & Associates, Inc., dated March 24, 2010.
13. I know I have not reviewed the entire closing file maintained by the parties.
14. I have attached a RESUME which reflects some of my educational background and experience, believe I am an expert in the field of residential real estate transactions, and estimate I have personally served as the closing attorney for either the seller or the purchaser or the bank, and others, in a variety of

transactions which include sales, purchases, refinances, etc., in more than one thousand (1,000) residential real estate transactions since my admission to the bar in 1984.

15. Based on the foregoing facts, the validity and accuracy of which I assume, it is my judgment Lisa M. Hostetler and the law firm which employed her appear to have been negligent in (a) failing properly to review the abstract of the subject property, and (b) in failing properly to list the exceptions applicable to the subject property. The factual basis for my opinion is my review of the files shared with me. As a result of the failure to review the abstract and note the easements filed of record, the subject property was purchased and easements which exists as a matter of record affect the subject property but were not disclosed.
16. In my judgment, a reasonably competent and careful South Carolina lawyer would not have closed the Loan and allowed the conveyance without reviewing the abstract, and the easements, and the plats related thereto, and explained the effect of the documents revealed in the abstract but not in the title insurance commitment or policy to be issued. I hold the foregoing opinions to a reasonable degree of professional certainty.


Charles Owen Nation, II

Sworn and subscribed to before me this 2 day of May, 2018.


Notary Public for South Carolina

My commission expires:

(Seal)

09/16/2027

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
CASE NO. 2018-CP

RONALD L. JONES AND GAYE)
LANGLEY JONES,)

PLAINTIFFS,)

VS.)

AFFIDAVIT OF WENDELL POWERS

ROGERS TOWNSEND &)
THOMAS, P.C., LISA HOSTETLER)
ALEXANDER C. PEABODY AND)
PEABODY & ASSOCIATES, INC.)

PERSONALLY APPEARED BEFORE ME, Wendell C. Powers who, after being duly sworn and under oath states as follows. I am a licensed surveyor in the State of South Carolina and am the owner of Powers Land Surveying and have been engaged as a land surveyor in South Carolina since June 1970. I have been retained by Robert W. Maring, on behalf of his clients, Gaye Langley Jones, and Ronald K. Jones, to give an opinion under South Carolina Code Ann. Section 15-36-100 which requires a contemporaneous affidavit of an expert specifying the negligent act(s) or omissions(s) prior to the filing of a complaint asserting negligence on the part of a land surveyor. This affidavit is given in connection with the preparation of a Plat for a real estate transaction in Berkeley County, South Carolina. These are the facts as have been provided to me as well as my opinion on this matter.

1. Plaintiffs, Ronald Jones and Gaye Jones are citizens and residents of Berkeley County, South Carolina.
2. Alexander C. Peabody is a citizen and resident Charleston County, State of South Carolina and at all times relevant herein was a Registered Land Surveyor and an owner/principal in Peabody & Associates, Inc..
3. Upon information and belief Peabody & Associates Inc. is corporation organized and existing pursuant to the laws of the State of South Carolina and doing business as a surveyor in Berkeley County, South Carolina.



4. The following property was conveyed by Deed from Riverview Developers, LLC, to Coastal Plains Development, Inc., dated April 8, 2005, and filed of record April 13 2005, in the Office of the Register of Deeds for the County of Berkeley at Deed Book 474 at Page 51:

All that lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being in near Cainhoy North of Wando River, Berkeley County, SC and being shown and designated as Lot 6A & 6B on a plat entitled 'PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SIOTUATED AS WHON ONROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA, PRESENTLY OWENED BY DAVID E, HATCHELL AND JOSEPH BARTONE" DATED March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S., and recorded March 22, 2005, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q at Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

EXCEPT: a 50' Ingress/Egress Easement and General Utility Easement Labeled A-B-C-D-A as shown on the Plat entitled 'PLAT SHOWING A SUBDIVISION OF LOT 6 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA, PRESENTLY OWED BY DAVID E. HATCHELL AND JOSEPH BARTONE" is hereby dedicated and given to all purchasers and successors of interest in this property and the General Utility Easement is dedicated and given to those entitles which provide said utilities.

This is the same property conveyed to Grantor by deed of Joseph Bartone and David E. Hatchell dated April 5, 2002 and r4ecorded on April 8, 2002 at Book 2686 at Page 290 in the RMC Office of Berkeley County.

TMS #263-00-03-068

5. The property, Lot 6B was conveyed by Deed from Coastal Plains Development Company Inc. to James J. Monaghan by deed dated April 8, 2005 and filed of Record in Deed Book 4887 at Page 84.
6. The property was thereafter conveyed by James J. Monaghan to Benjamin L. Daniel, Sr. by deed dated April 4, 2006 and filed of record in Deed Book 5506 at page 12, and by Quit Claim Deed of James J. Monaghan to Benjamin L. Daniel, Sr. by deed dated August 22, 2006, and filed of record in Deed Book 5904 at page 177.

7. That the Deed from James J. Monaghan to Benjamin L. Daniel Sr. dated April 5, 2006

reserved the following description and easement:

All my one-half interest in that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and being in all that lot, piece, or parcel of land, including any and all improvements thereon situate, lying and being in near Cainho North of Wando River, Berkeley County, SC and being shown and designated as Lot 6B on a plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" DATED MARCH 17, 2005, PREPARED BY Charles F. Dawley, Jr., R.L.S., and recorded March 22, 200, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q, Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

EXCEPT: A 25' Ingress/Egress Easement is hereby dedicated and given to all owners and successors of interest in Lot 6A (TMS#263-00-03-068) as shown on the above-referenced plat, Lot 5 (No. 108 Cainho Landing Road, TMS#263-00-05-005) as shown on the above-referenced plat, Lot 6 (No. 110 Cainho Landing Road, TMS#263-00-05-006) as shown on the above referenced plat, and Lot 7 (112 Cainho Landing Road, TMS#263-00-05-007) AS SHOWN ON A PLAT DATED 9/1/86 BY Carolina Surveying & Mapping, William H Dennis RLS, and entitled "PLAT OF 45.02 ACRES KNOWN AS CAINHOY LANDING CONTAINING 30 LOTS AND DEPICTING AS BUJIT LOCATIONS OF ROADS AND EASEMENTS LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA," as recorded in Plat Cabinet G page 6, in the RMC Office for Berkeley County. This Easement shall be on the Northern boundary of the Lot 6B at the point labeled D and extending one-half the way to the point labeled A as shown on the Plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" and shall run down the sides of the Lot shown on said plat as going S 9° 22/10" W for 154.18'. and then continuing on Lines L1, L2, L3, L4, L4, L6, L7, L8, L9, L10 and L11. Therefore, the Easement will almost completely encircle the Lot 6B except for moat of the Northern boundary of the Lot. This easement is given in perpetuity and is to run with the land.

TMS#263-00-03-079

8. The Master in Equity's deed which serves to transfer the property to E Trade* Bank of Fort Mill

South Carolina, conveys Lot 6B as shown on a plat filed in Plat Cabinet Q at Page 357A, this being the identical property conveyed by deed of James J. Monaghan to Benjamin L. Daniel, Sr., dated April 4, 2006, and filed of record April 5, 2006, in Book 5506 at Page 12 and also by Quit Claim Deed of James J. Monaghan to Benjamin L. Daniel, Sr., dated August 22, 2006 and filed of record in the Office of the Register of Deeds for Berkeley County on August 28, 2006 in Book 5904 at Page 177.

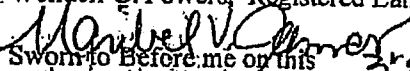
9. A plat of Lot Number 6B filed of record in Plat Cabinet P at Page 4A, prepared by Alexander C. Peabody, PLS with Peabody & Associates, Inc., does not reflect the existence of the easement above which completely encircled Lot 6B for a width of 25 feet except for most of the northern part of the lot.
10. I have worked in the surveying business for over 47 years and have been registered land surveyor for most of my time in the business.
11. I have surveyed thousands of properties over my career and have prepared as many plats. I have prepared thousands of plats for residential closings.
12. I am currently licensed as a Registered Land Surveyor in the State of South Carolina and have been since April 1973.
13. I have been in the continual practice of land surveying as a Registered Land Surveyor since my licensing in 1973.
14. South Carolina has established the minimum standards for the practice of surveying in South Carolina pursuant to State of South Carolina Code of Regulations Chapter 29, Article 4 Regulations 400-490.
15. Based on the forgoing facts a review of the proposed Complaint and consultation with Plaintiff's counsel, the validity of which I have to assume, it is my judgment that Alexander C. Peabody and Peabody Associates, Inc. appears to have been negligent in failing to meet the minimum standards required of land surveyors as defined in State of South Carolina Code of Regulations

Chapter 29, Article 4 Regulations 400-490 in the following ways: (a) failing to disclose the 25 foot easement on the March 24, 2010 plat to the Plaintiffs (b) in failing to review deeds into the chain of title necessary to properly execute the survey and preparation of the plat according to the findings of all relevant information; and (c) in failing to accurately present and reveal all of the pertinent information included in the legal descriptions on the Plat;.

16. It is my judgment, a reasonably competent and careful South Carolina Land Surveyor would have properly and carefully researched the legal descriptions of the property to insure that an accurate and complete representation of all relevant matters were disclosed on the Plat.

17. This opinion is made to a reasonable degree of professional land surveyor certainty.


Wendell C. Powers, Registered Land Surveyor


Sworn to Before me on this 3rd day
of May, 2018

Notary Public for South Carolina

My commission expires: 5/8/23

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110

WARREN C. POWELL, JR., P.A.*
HENRY P. WALL
E. WADE MULLINS III, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

JAMES L. BRUNER, P.A.
RETIRED
BRIAN P. ROBINSON, P.A.
OF COUNSEL

CHELSEA J. CLARK
STEVEN R. SPREEUWERS

* ALSO ADMITTED IN DISTRICT OF COLUMBIA

AUTHOR'S E-MAIL: WPOWELL@BRUNERPOWELL.COM

February 25, 2019

VIA U.S. MAIL & EMAIL (ijh@williamsandhulst.com)

Jary J. Hulst, Esquire
Williams & Hulst, Esquire
209 East Main Street
Moncks Corner, South Carolina 29461

Re: Ronald L and Gayle Langley Jones, et al. v. Rogers Townsend Thomas, PC, et al.
Civil Action No. 2018-CP-08-817
Our File No. 2-2120.7

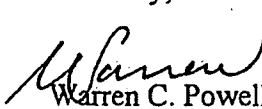
Dear Jay & Robert:

Please find enclosed our answers to the Trustees' interrogatories and request for production. Also enclosed are the documents responsive to the request for production on the flash drive provided, said documents labeled RT&T_000001 thru RT&T_0001158. I have not heard back from Robert this morning as to the handling of his client's financial information but am confident that gentlemen of your standing can work this out.

I propose to commence depositions in this case during the week of March 11, 2019 starting with the deposition of Mr. Cone followed by Mr. Guillard and Ms. Jones. I could make Ms. Hostetler available on Wednesday, March 13. We would, of course, need to block off March 11-13 to get this done. If this does not fit your schedule, please provide me with alternate dates later in the month. I trust this finds both of you well and look forward to hearing from you.

With my kindest regards, I am,

Sincerely,


Warren C. Powell, Jr.

WCPjr/ljf
Enclosure

cc: Robert W. Maring, Esquire
Ryan A. Earhart, Esquire

Exhibit 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	Civil Action No. 2018-CP-08-817

RONALD L. JONES and GAYLE)
 LANGLEY JONES, THOMAS)
 HUGUENIN GAILLARD, as Trustee of)
 The Thomas Huguenin Gaillard Revocable)
 Trust, Dated April 3, 2007, and)
 THOMAS W. CONE, JR., as Trustee of)
 The Thomas W. Cone, Jr. Revocable)
 Trust, Dated April 3, 2007,)

Plaintiffs,)

v.)

ROGERS TOWNSEND & THOMAS, P.C.;)
 LISA HOSTETLER; ALEXANDER)
 C. PEABODY; and, PEABODY &)
 ASSOCIATES, INC.,)

Defendants.)

RESPONSE OF DEFENDANTS ROGERS
 TOWNSEND & THOMAS, PC and LISA
 HOSTETLER TO PLAINTIFFS THOMAS
 HUGENIN GAILLARD and THOMAS W.
 CONE'S FIRST SET OF
 INTERROGATORIES

TO: ROBERT W. MARING, ESQUIRE, ATTORNEY FOR THE JONES PLAINTIFFS
 AND JARY J. HULST, ESQUIRE, ATTORNEY FOR THE TRUSTEE PLAINTIFFS.

Defendants Rogers Townsend & Thomas, P.C. and Lisa Hostetler by and through their undersigned counsel, hereby respond to Plaintiffs Thomas Hugenin Gaillard, as Trustee of the Thomas Hugenin Gaillard Revocable Trust, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable Trust, First Set of Interrogatories as follows:

1. *Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and who has possession of such statements.*

Response:

- a. All witnesses named by Plaintiffs in their response to Defendants' Interrogatories;
- b. All parties to this action;
2. *Set forth a list of photographs, plats, sketches or other prepared documents in possession of you or your counsel that relate to the claim or the defense in the case.*

Response:

These Defendants incorporate herein the documents produced in response to Plaintiffs' Requests for Production, designated as Bates numbers RT&T_000001 thru RT&T_001258.

3. *Set forth the names and addresses of all insurance companies which have liability insurance coverage relating to the claim and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.*

Response:

Insurance Company: Endurance American Specialty Insurance Company

Address: Wilmington, Delaware

Policy No. LPL10005448501

Coverage amount:

* Each claim: \$3,000,000;

* Maximum total policy period aggregate: \$3,000,000.

4. *Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.*

Response:

Not applicable.

5. *List the names and addresses of any and all expert witnesses whom the party proposes to use as a witness at the trial of this case.*

Response:

These Defendants have not yet identified an expert witness whom the party proposes to use as a witness at the trial of the case but reserves the right to do so.

6. *For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statement taken from such witness.*

Response:

- a. Plaintiff Gayle Jones
c/o Robert W. Maring, Esquire
Maring & Moyer, LLC
PO Box 478
Georgetown SC 29442

Ms. Jones is expected to testify regarding details concerning the purchase of her home and events subsequent to the purchase material to this action.

- b. Thomas H. Gaillard and Thomas W. Cone, Jr.
c/o J. Jay Hulst, Esquire
Williams & Hulst, LLC
PO Box 1288
Moncks Corner SC 29461

These witnesses are expected to testify regarding the purchase of their property and their alleged knowledge and understanding of the purported easement that is the subject of this action.

- c. Lisa Hostetler, Esquire
c/o Warren C. Powell, Jr., Esquire
Bruner Powell Wall & Mullins, LLC
PO Box 61110
Columbia SC 29260

Ms. Hostetler is expected to testify regarding the facts and circumstances surrounding the purchase of the Plaintiffs' real estate and relevant details thereof.

- d. Alexander C. Peabody
c/o Ryan A. Earhart, Esquire
PO Box 22528
Charleston, South Carolina 29413

Mr. Peabody is expected to testify as to his knowledge of the survey conducted on and around the subject property and his preparation of the plat for same.

- e. Prior owners of Lots 6A and 6B, including:
Riverview Developers, LLC, c/o agent David E. Hatchell
Coastal Plains Development, Inc., c/o Benjamin L. Daniel, Sr.
Elizabeth Francis Daniel
James J. Monaham
Benjamin Daniel, Sr.
Carolina Concrete Homes, c/o John Busche, President
E-Trade Bank (Foreclosure & REO)
Sean and Julie Cartwright
Chevy Chase Bank (Foreclosure & REO)
Capital One Bank

These prior property owners can be expected to testify regarding their ownership of Lots 6A and B. Discovery along these lines continues.

- f. Charles F. Dawley, Jr.
475 Deanna Ln.
Wando SC 29492

The exact testimony of this witness is unknown but is expected to concern his prior work related to the subject property.

7. *Set forth the legal and factual basis for Rogers Townsend & Thomas, PC and Lisa Hostetter's claim that the easement that is the subject of this action is invalid.*

Response:

Factual Basis:

- a. Documents related to the subject property produced by other parties to this lawsuit.
- b. Documents filed in the Berkeley County Register of Deeds as follows:

Lot 6A

Deed Book 2686, p. 0290

Deed Book 4704, p. 0051

Deed Book 5365, p. 0134

Deed Book 5401, p. 0113

Deed Book 6709, p. 0131

Deed Book 8382, p. 247

Deed Book 8823, p. 317

Deed Book 8923, p. 68

Deed Book 11420, p. 167

Deed Book 6664, pp. 181-184

Lot 6B

Deed Book 4887, p. 0064

Deed Book 5506, p. 0012

Deed Book 5904, p. 0177

Deed Book 8173, p. 328

Deed Book 8440, p. 218

Deed Book 4704, p. 0051

Deed Book 4887, p. 0064

Deed Book 5506, p. 0012

Deed Book 5904, p. 0177

Deed Book 8173, p. 328

Deed Book 8440, p. 218

c. All other filings in the Office of the Berkeley County Register of Deeds material to the property which is the subject of this action.

d. Photographs and survey photocopies of the subject property included in these Defendants' response to Plaintiffs' Request for Production.

e. Trustees' production in response to discovery requests, identified as No. 00001-No. 00206.

f. Jones' production in response to Defendants' discovery request.

Legal Basis: The legal basis for Defendants' position is shown in the following:

a. These Defendants' Answer;

b. Report of Defendants' attorney, Warren C. Powell, Jr. to Melissa Demmon, Esquire (Endurance Insurance) dated November 2, 2018, Bates RT&T_001256, identified as privileged on Defendants' Privilege Log.

c. South Carolina statutory and common law.

d. Opinions revealed in emails produced by these Defendants in response to Plaintiff Trustees' Requests to Produce.

8. *Set forth a list of all documents in possession of you or your counsel that you contend support the legal and factual basis for your claim that the easement that is the subject of this action is invalid.*

Response:

- a. Documents related to the subject property produced by other parties to this lawsuit.
- b. Documents filed in the Berkeley County Register of Deeds as follows:

Lot 6A

Deed Book 2686, p. 0290

Deed Book 4704, p. 0051

Deed Book 5365, p. 0134

Deed Book 5401, p. 0113

Deed Book 6709, p. 0131

Deed Book 8382, p. 247

Deed Book 8823, p. 317

Deed Book 8923, p. 68

Deed Book 11420, p. 167

Deed Book 6664, pp. 181-184

Lot 6B

Deed Book 4887, p. 0064

Deed Book 5506, p. 0012

Deed Book 5904, p. 0177

Deed Book 8173, p. 328

Deed Book 8440, p. 218

Deed Book 4704, p. 0051

Deed Book 4887, p. 0064

Deed Book 5506, p. 0012

Deed Book 5904, p. 0177

Deed Book 8173, p. 328

Deed Book 8440, p. 218

c. All other filings in the Office of the Berkeley County Register of Deeds material to the property which is the subject of this action.

d. Photographs and survey photocopies of the subject property included in these Defendants' response to Plaintiffs' Request for Production.

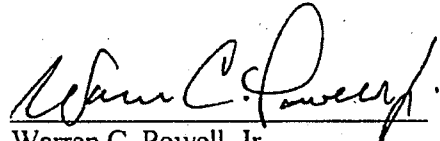
e. Trustees' production in response to discovery requests, identified as No. 00001-No. 00206.

f. Report of Defendants' attorney, Warren C. Powell, Jr., to Melissa Demmon, Esquire of Endurance Insurance dated November 2, 2018, Bates RT&T_001256, identified as privileged on Defendants' Privilege Log.

9. *Identify any and all letters, emails, telefaxes, or other correspondence between Defendants Rogers Townsend & Thomas, PC and Lisa Hostetler and/or their agents or representatives with any of the Plaintiffs.*

Response:

All responsive communications to this Interrogatory have been produced by these Defendants' responses to Requests for Production, Bates numbered RT&T_000001 thru RT&T_001258.



Warren C. Powell, Jr.
Bruner, Powell, Wall & Mullins, LLC
Post Office Box 61110
1735 St. Julian Place, Suite 200
Columbia, South Carolina 29260
(803) 252-7693
wpowell@brunerpowell.com
Attorneys for Defendants Rogers Townsend & Thomas, P.C. and Lisa Hostetler

Columbia, South Carolina
February 25, 2019

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY) NINTH JUDICIAL CIRCUIT
Civil Action No. 2018-CP-08-817

RONALD L. JONES and GAYLE)
LANGLEY JONES, THOMAS)
HUGUENIN GAILLARD, as Trustee of)
The Thomas Huguenin Gaillard Révocable)
Trust, Dated April 3, 2007, and)
THOMAS W. CONE, JR., as Trustee of)
The Thomas W. Cone, Jr. Revocable)
Trust, Dated April 3, 2007,)

Plaintiffs,)

v.)

ROGERS TOWNSEND & THOMAS, P.C.;)
LISA HOSTETLER; ALEXANDER)
C. PEABODY; and, PEABODY &)
ASSOCIATES, INC.,)

Defendants.)

RESPONSE OF DEFENDANTS ROGERS
TOWNSEND & THOMAS, PC and LISA
HOSTETLER TO PLAINTIFFS THOMAS
HUGENIN GAILLARD and THOMAS W.
CONE'S FIRST SET OF
REQUEST TO PRODUCE

TO: ROBERT W. MARING, ESQUIRE, ATTORNEY FOR THE JONES PLAINTIFFS
AND JARY J. HULST, ESQUIRE, ATTORNEY FOR THE TRUSTEE PLAINTIFFS.

Defendants Rogers Townsend & Thomas, P.C. and Lisa Hostetler by and through their undersigned counsel, hereby respond to Plaintiffs Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard Revocable Trust, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable Trust, First Requests for Production as follows:

1. All written, typed, printed or electronic documents, invoices, statements, checks, receipts, contracts, licenses, permits, letters, memos or other materials, including photographs, which relate to the allegations and/or claims set forth in the Complaint and/or the allegations and/or claims set forth in Defendants' Answer.

Response

These Defendants incorporate their Response to Plaintiff's production, Bates Nos: RT&T_000001 thru RT&T_001258.

2. All statements of possible witnesses, including but not limited to the pages, whether written, oral, summaries, or otherwise reproduced in any manner, relating to the matters set forth in the Plaintiffs Complaint and/or Defendants' Answer.

Response:

There are no statements of witnesses.

3. All documents identified in response to your Answers to the Trustee Plaintiffs' First Set of Interrogatories.

Response:

These Defendants incorporate their Response to Plaintiff's production, Bates Nos: RT&T_000001 thru RT&T_001258.

4. Any documents or materials which Defendants intend to introduce in the trial of this case.

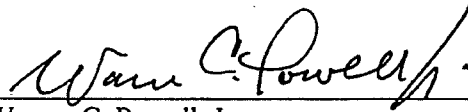
Response:

These Defendants incorporate their Response to Plaintiff's production, Bates Nos: RT&T_000001 thru RT&T_001258.

5. Any and all reports of expert witnesses retained by the Defendants. If you contend any item need not be produced, identify such item and set forth your failure to produce same. It is requested that this production be made within thirty (30) days after the date of service of this Request at the Office of Williams & Hulst, LLC. Visual inspections and copies may be made of any and all documents.

Response:

There are no such reports.



Warren C. Powell, Jr.

Bruner Powell Wall & Mullins, LLC

PO Box 61110

Columbia SC 29260

(803) 252-7693

wpowell@brunerpowell.com

*Attorneys for Defendants Rogers Townsend &
Thomas, PC and Lisa Hostetter*

Columbia, South Carolina
February 25, 2019

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BERKELEY)

NINTH JUDICIAL CIRCUIT

Civil Action No. 2018-CP-08-817

RONALD L. JONES and GAYLE)
LANGLEY JONES,)

Plaintiffs,)

vs.)

**PRIVILEGE LOG OF DEFENDANT
ROGERS TOWNSEND & THOMAS, PC**ROGERS TOWNSEND & THOMAS, P.C.,)
LISA HOSTETLER ALEXANDER,)
C. PEABODY, and PEABODY &)
ASSOCIATES, INC.,)

Defendants.)

Bates No.	Date	Document	Nature of Privilege	Protected under:
RT&T_000358-000360	1.15.15	Letter to Melissa S. Demmon, Esquire, professional liability, Endurance Services, Ltd., from Robert P. Wood, RT&T	Report of facts of underlying claim.	Rule 26(b)(3), SCRCP
RT&T_000687-000699		Attorney notes	Post claim memo to file (13 pages)	Mental impressions of counsel, Rule 26(b)(3), SCRCP
RT&T_000700	1.27.16	Email exchange Bob Wood to defense counsel Powell	re client conference concerning claim	Work product doctrine 26(b)(3); and attorney-client privilege
RT&T_000701	1.27.16	Email from Bob Wood to defense counsel, RT&T attorney Stuart Lee and Wood's secretary, Sheri McClendon	Post claim communication concerning the dynamic of the subject underlying claim	Work product doctrine 26(b)(3); and attorney-client privilege
RT&T_000702	2.11.16	Redacted: Emails Bob Wood (RT&T) to Stuart	Post claim communication	Work product doctrine, Rule

		Lee (RT&T); response to email from Stuart Lee to Zacharias (also redacted)	from firm counsel to RT&T attorney; mental impressions of counsel;	26(b)(3), SCRCP; Common interest doctrine
RT&T_000706	3.27.17	Redaction: Email from Bob Wood to Stuart Lee, both of RT&T	Post claim communications	Work product 26(b)(3), SCRCP
RT&T_000707	12.8.16	Redaction: Email from Bob Wood to Melissa Demmon, Esquire at Endurance Insurance, cc Lee and Moon, of RT&T	Post claim communication to RT&T carrier transmitting information re Jones claim in anticipation of litigation.	Work product doctrine, Rule 26(b)(3), SCRCP
RT&T_000719-000720	1.4.16; 12.22.15	Redaction: Email chain: Wood to Rupert of RT&T	Post claim intra-office communications	Work product doctrine/mental impressions of counsel, 26(b)(3), SCRCP
RT&T_000726	6.16.16	Redaction: Email, Wood of RT&T to Lee of RT&T	Post claim communication from firm counsel Bob Wood to Stuart Lee re claim	Work product doctrine, 26(b)(3), SCRCP
RT&T_000726-000729	1.28.16 to 12.8.16	Email: Bob Wood to Stuart Lee with email chain between Lee and Investors Title	Development of underlying facts	Work product doctrine, Rule 26(b)(3), SCRCP
RT&T_000730	12.8.16	Email: Bob Wood to Stuart Lee	Re contact with E&O carrier and settlement issues; update on resolution efforts & RTT carrier notice; development of underlying facts	Work product doctrine, Rule 26(b)(3), SCRCP
RT&T_000731-000732	12.16.16	Email exchange between Wood and Demmon	Re efforts toward potential resolution, discussion of possible	Work product doctrine, Rule 26(b)(3), SCRCP; attorney-client privilege

			defenses, and forwarding email chain previously addressed in this log	
RT&T_000741-000747	1.4.16 1.5.16	Intra-office Email exchange between Bob Wood and Steve Moon, with attachments	Mental impressions of counsel as to easement with Google Map photographs attached	Work product doctrine, Rule 26(b)(3), SCRCP
RT&T_000748-000750	1.7.16	Email, Wood to Koutrakos	Potential conflicts and table with tax map attached	Attorney work product, Rule 26(b)(3), SCRCP
RT&T_000751-000763		Research results	SC caselaw	Attorney work product, Rule 26(b)(3), SCRCP
RT&T_001089	3.10.16	Redaction to invoice for attorney services	Mental impressions of counsel	Attorney work product, Rule 26(b)(3), SCRCP
RT&T_001091	1.20.16	Redactions to invoice for attorney services	Mental impressions of counsel	Attorney work product, Rule 26(b)(3), SCRCP
RT&T_001092	1.21.16	Redactions to invoice for attorney services	Mental impressions of counsel	Attorney work product, Rule 26(b)(3), SCRCP
RT&T_001092	2.3.16	Redaction to invoice for attorney services	Entry relates to another case and, accordingly, outside the scope of Rule 26	Attorney work product, Rule 26(b)(3), SCRCP
RT&T_001092	3.2.16	Redaction to invoice for attorney services	Research	Attorney work product, Rule 26(b)(3), SCRCP
RT&T_001094-001096	1.5.16	Emailed letter to Melissa Demmon of Endurance Insurance, from firm counsel, Bob Wood	Report to E&O carrier including mental impressions of RT&T 's counsel	Attorney work product, Rule 26(b)(3), SCRCP; attorney-client privilege

RT&T_001103, 001104 and 001105	1.7.16	Email from Bob Wood to Donna Milikin	Re purported Easement	Attorney work product, Rule 26(b)(3), SCRCP
RT&T_001108-001112	1.13.16	Memorandum: Wood to defense counsel, Warren Powell	Background of claim, analysis of material issues concerning the purported easement and plan for defense	Attorney work product, Rule 26(b)(3), SCRCP; Attorney-client privilege
RT&T_001113-001114	1.13.16	Email: Robert P. Wood, Esquire to Warren C. Powell, Jr., Esquire	Email with Tax map attachment	Attorney work product, Rule 26(b)(3), SCRCP; Attorney-client privilege
RT&T_001115	1.27.16	Redaction: Email: Stuart Lee, Esquire to Robert P. Wood, Esquire (RT&T firm counsel) and Warren Powell, Esquire	Re counsel's mental impressions of caselaw prepared in anticipation of litigation for trial	Attorney work product, Rule 26(b)(3), SCRCP involving mental impressions of counsel
RT&T_001119-01120	1.27.16	email: Stuart Lee to Robert Wood, cc Warren Powell	Re appropriate handling of RT&T file in anticipation of litigation	Attorney work product, Rule 26(b)(3), SCRCP; attorney-client privilege
RT&T_001121-001124	1.13.16 to 1.27.16	Email chain between Stuart Lee, Esquire and Robert P. Wood, Esquire and Uta Zacharias of Investors Title	Re results of contact with Clement Jones and efforts to resolve purported disputes; discussion of visit to Jones property; communications in anticipation of litigation,	Attorney work product, Rule 26(b)(3), SCRCP
RT&T_001125	1.27.16	Redaction: Email from Powell to Wood	Communication in anticipation of litigation	Attorney work product, Rule 26(b)(3), SCRCP

RT&T_001126-001127	1.27.16	Email exchange: Wood, Lee and Powell	Post claim communication in anticipation of litigation concerning efforts to avoid trial and any third-party claim; also, discussion of confidentiality issues related to RT&T file	Attorney work product, Rule 26(b)(3), SCRCP; Attorney-client privilege
RT&T_001128	1.27.16	Email: Lee to Wood, and Powell; Wood to Lee and Powell	Re purported easement issues	Attorney work product, Rule 26(b)(3), SCRCP; attorney-client privilege
RT&T_001129-001130	1.27.16	Email: Powell to Wood and Lee	Re transmittal of file to Ms. Jones	Attorney-client privilege
RT&T_001131	1.27.16	Email: Powell to Wood	Re found caselaw affecting anticipated litigation	Attorney work product, Rule 26(b)(3), SCRCP; attorney-client privilege
RT&T_001132-001141	12.16.16	Email: Demmon to Wood	Re RT&T's status report to carrier on claim development in anticipation of litigation and forwarding past email	Attorney work product, Rule 26(b)(3), SCRCP; attorney-client privilege
RT&T_001132	12.8.16	Email: Melissa Demmon of endurance Insurance to Bob Wood of RT&T	Communications to carrier re claim developments, with past emails transmitted to convey history of developments; said communication made in	Attorney work product, Rule 26(b)(3), SCRCP

			anticipation of litigation	
RT&T_001142	1.7.16 To 1.11.16	Redaction: Email exchange between Wood and his legal assistant, Donna Miliken	Communication prepared in anticipation of litigation re 25' easement	Attorney work product, Rule 26(b)(3), SCRCP
RT&T_001146-001150	2.3.16	Redactions: Uncommitted time log or Robert Wood	Redaction to entries for Wood's time unrelated to the Jones claim	Attorney work product, Rule 26(b)(3), SCRCP; Outside scope of discovery under Rule 26, SCRCP
RT&T_001256	11.2.18	Email: RT&T defense counsel, Warren Powell to Melissa Demmon of Endurance Insurance	Mental impressions of counsel	Attorney work product, Rule 26(b)(3), SCRCP

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY) NINTH JUDICIAL CIRCUIT
Civil Action No. 2018-CP-08-817

RONALD L. JONES; GAYLE)
LANGLEY JONES; THOMAS H.)
GAILLARD as TRUSTEE; and, THOMAS)
W. CONE, JR. as TRUSTEE,)

Plaintiffs,)

vs.)

Certificate of Service

ROGERS TOWNSEND & THOMAS, P.C.,)
LISA HOSTETLER ALEXANDER,)
C. PEABODY, and PEABODY &)
ASSOCIATES, INC.,)

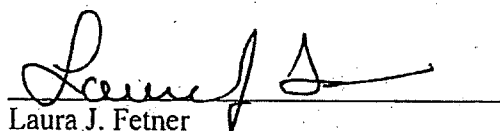
Defendants.)

I, Laura J. Fetner, a legal assistant with the law firm Bruner Powell Wall & Mullins, LLC, attorneys for Defendants Rogers Townsend & Thomas, PC and Lisa Hostetler, do hereby certify that on this 25th of February 2019, I served the *Response of Defendants Rogers Townsend & Thomas, PC and Lisa Hostetler to Plaintiffs Thomas Hugenin Gaillard and Thomas W. Cone's First Set of Interrogatories, Documents Bates numbered RT&T_000001 thru RT&T_001258, and Privilege Log* upon the following parties, via U.S. First Class Mail, postage prepaid and via Email, addressed as follows:

Robert W. Maring, Esquire
Maring & Mover, LLC
Post Office Box 478
Georgetown, South Carolina 29442
robert@maringmoyer.com
Attorneys for Plaintiffs

Jary J. Hulst, Esquire
Williams & Hulst, Esquire
209 East Main Street
Moncks Corner, South Carolina 29461
jjh@williamsandhurst.com
Attorneys for Trustees

Ryan A. Earhart, Esquire
Earhart Overstreet, L.L.C.
Post Office Box 22528
Charleston, South Carolina 29413
ryan.earhart@earhartoverstreet.com
josh@earhartoverstreet.com
Attorneys for Defendants Alexander C. Peabody and Peabody & Associates, Inc.


Laura J. Fetner

Columbia, South Carolina

Warren Powell

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Monday, March 04, 2019 5:44 PM
To: Warren Powell; robert@maringmoyer.com
Subject: Re: Jones and Trustees v RT&T and Hostetler

Sorry Warren. I am booked up for most of March and moreover my clients are presently out of the country. We can discuss some dates in April if you wish.

Sent from my iPhone

J. Jay Hulst
 Williams & Hulst, LLC
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232
jih@williamsandhulst.com<mailto:jih@williamsandhulst.com>

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On Mar 4, 2019, at 2:33 PM, Warren Powell <wpowell@brunerpowell.com> wrote:

Gentlemen: Just following up on my letter of February 25. May we commence depositions this coming Monday with the deposition of Mr. Cone followed by Mr. Gaillard and Ms. Jones? I expect this to take at least two days and possibly into Wednesday morning to conclude all three depositions. Let me know your situations and whether you have several consecutive days available later in the month which would be more convenient for you. I trust this finds you well and look forward to hearing back. Warren

PS: Robert, I expect to get our responses to your discovery out tomorrow. W

Warren C. Powell, Jr.
BRUNERPOWELL
 BRUNER, POWELL, WALL & MULLINS, LLC
 P.O. Box 61110
 1735 St. Julian Place, Suite 200
 Columbia, SC 29260-1110
 (o) 803.252.7693
 (f) 888.726.9015
www.brunerpowell.com

Exhibit 3

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

JAMES L. BRUNER, P.A.
RETIRED
BRIAN P. ROBINSON, P.A.
OF COUNSEL

CHELSEA J. CLARK
STEVEN R. SPREEUWERS
ABIGAIL A. CARSON

WARREN C. POWELL, JR., P.A.*
HENRY P. WALL
E. WADE MULLINS III, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

* ALSO ADMITTED IN DISTRICT OF COLUMBIA

March 11, 2019

AUTHOR'S E-MAIL: WPOWELL@BRUNERPOWELL.COM

Robert W. Maring, Esquire
Maring & Moyer, LLC
Post Office Box 478
Georgetown, South Carolina 29442

Jary J. Hulst, Esquire
Williams & Hulst, Esquire
209 East Main Street
Moncks Corner, South Carolina 29461

Re: *Ronald L and Gayle Langley Jones, et al. v. Rogers Townsend Thomas, et al.*
Civil Action No. 2018-CP-08-817
Our File No. 2-2120.7

Dear Robert & Jay:

Please find accompanying this correspondence Defendants' Answers to Jones' Interrogatories and her Requests for Production. You will notice that we have provided an additional flash drive which includes supplemental production Bates numbered RT&T_001259 thru RT&T_001406. Of course, our entire production of documents is intended to respond to Ms. Jones' Requests for Production as well as the Trustees' Requests. Likewise, the documents supplemented herewith are intended to respond to the Trustees' Requests as well.

Correction to prior production: As to the documents produced on February 25, 2019, during our supplemental document production, we noticed that our letter dated February 25, 2019 to Mr. Hulst incorrectly states we are producing documents Bates numbered RT&T_000001 thru RT&T_0001158. The correct Bates range for our initial production is RT&T_000001 thru RT&T_001258.

As for scheduling, since Jay's time has already been committed for the remainder of March I propose that we commence depositions in this case on April 1 through April 3 in the same order as I proposed before, Mr. Cone, Mr. Gaillard and Ms. Jones. If you wish to take Ms. Hostetler's deposition immediately thereafter let me know and I will confirm her availability. I trust this finds both of you well and look forward to hearing from you.

With my kindest regards, I am,

Sincerely,


Warren C. Powell, Jr.

WCPjr/ljf
Enclosures

cc: Ryan A. Earhart, Esquire
Joshua H. Umbarger, Esquire

Exhibit 4

Warren Powell

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Wednesday, March 13, 2019 4:31 PM
To: Warren Powell
Cc: Robert Maring
Subject: Jones v. RTT

Warren:

I am in receipt of your letter dated March 11, 2019 inquiring about depositions on April 1-3. I have been in contact with my clients and between their schedules and mine we are available for depositions on April 5, and 8-12. Hope that works for you.

J. Jay Hulst
Williams & Hulst, LLC
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232
jjh@williamsandhulst.com

Confidentiality Notice:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information which is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone at (843) 761-8232 or reply to this email and delete all copies of this message.

Exhibit 5

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 #:	2019009110		
Receipt Number:	121752	Return To:	WILLIAMS & HULST
Recorded As:	AGREEMENT		PO BOX 1288
Recorded On:	March 22, 2019		MONCK'S CORNER, SC, 29461
Recorded At:	11:55:23 AM	Received From:	WILLIAMS & HULST
Recorded By:	LYNETTE SHELTON	Parties:	
Book/Page:	RB 2977: 604 - 616		Direct- JONES, GAYE L
Total Pages:	13		Indirect- THOMAS HUGUENIN GAILLARD REVOCABLE

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$18.00
Tax Charge: \$0.00

Exhibit 6



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

)

)

)

ACCESS, MAINTENANCE AND
JOINT DOCK USE AGREEMENT

THIS ACCESS, MAINTENANCE AND JOINT DOCK USE AGREEMENT (this "Agreement") is made as of this 15 day of MARCH, 2019, by and between Gaye L. Jones ("Jones"), as grantor, and Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard Revocable Trust dated April 3, 2007, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable Trust dated April 3, 2007 (collectively, "Gaillard and Cone"), as grantees.

WITNESSETH:

WHEREAS, Jones is the owner of that certain real property located in Berkeley County, South Carolina, designated as Lot 6B, Berkeley County TMS No. 263-00-03-079, as more particularly described by that certain Quit Claim Deed dated February 28, 2012 and recorded on March 2, 2012 in the Berkeley County Register of Deeds Office ("ROD") in Book 9344, at Page 314, and as shown on that certain plat entitled "Plat Showing a Subdivision of Lot 6, "Riverview Village", Creating Lot 6A and Lot 6B, Situated as Shown on Road S-8-33, in Wando, Berkeley County, South Carolina, Presently Owned by David E. Hatchell and Joseph Bartone" dated March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S. and recorded March 22, 2005 in the ROD in Plat Cabinet Q at page 357A ("Lot 6 Subdivision Plat"), and in that Plat dated March 24, 2010 recorded in the ROD in Plat Cabinet N at Page 392P, and as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Jones Property"); and

WHEREAS, Gaillard and Cone are the owners of certain real property located in Berkeley County, South Carolina, known as Lot 6A, Berkeley County TMS No. 263-00-03-068, as more particularly described by that certain deed dated May 2, 2011 and recorded on May 6, 2011 in the ROD in Book 8923 at Page 11, and as shown on the Lot 6 Subdivision Plat and as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "Gaillard and Cone Property"); and

WHEREAS, at the request of Jones and Gaillard and Cone, an "Easement Plat of a 10' Private Ingress/Egress & Access Easement through Lot 6B" has been prepared by Thomas & Hutton dated January 25, 2017, a copy of which is attached hereto as Exhibit "C" and incorporated by reference herein (the "Easement Plat"); and

WHEREAS, Jones is the owner of that portion of Lot 6B where a "New Private 10' Ingress/Egress & Access Easement" is located within that part of the area of Lot 6B as shown and delineated on the Easement Plat (this area of Lot 6B hereinafter referred to as "Ingress/Egress & Access Easement Area"); and

WHEREAS, Jones desires to grant to Gaillard and Cone, their heirs, successors, successors-in-title and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and

across the Ingress/Egress & Access Easement Area for the purpose of access, ingress and egress to the Joint Dock (as defined herein), which easement shall run with the title to the Jones Property and the Gaillard and Cone Property; and

WHEREAS, the parties desire to terminate a '25 Ingress/Egress Easement purportedly over Lot 6B in favor of owners and successors of Lot 6A as described in that "Title to Real Estate" dated April 8, 2005 and recorded on August 3, 2005 in the Berkeley County Register of Deeds Office in Book 4887, at Page 65 ("Old Purported Easement"). inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement (as defined herein) and other rights granted to Gaillard and Cone by this Agreement

WHEREAS, the parties desire to construct a joint dock (the "Joint Dock") for the joint and shared use by the present or future owner(s) of the Jones Property and the Gaillard and Cone Property in accordance with the terms and provisions of the joint dock permit therefor issued by the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management ("OCRM"), Permit No. OCRM-01-732-R (the "Dock Permit"). and upon the terms and conditions more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits accomplished hereby and the sum of Five and 00/100 (\$5.00) Dollars paid to each other, in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Grant of Dock Access Easement. Jones does hereby grant to Gaillard and Cone, their heirs, successors, successors-in-title, invitees, licensees, lessees and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and across the Ingress/Egress & Access Easement Area for the purpose of providing pedestrian and golf cart access, ingress and egress as shown on the Easement Plat to be used jointly and in common with Jones and her family, successors, heirs, assigns, invitees, licensees and lessees for full use and enjoyment in the Ingress/Egress & Access Easement Area in any manner not inconsistent with the rights granted herein ("Dock Access Easement"). subject, however, to the terms and conditions set forth herein. The Parties may also use the Ingress/Egress & Access Easement Area temporarily to allow the parties and their independent contractors to construct, maintain, repair and replace the Joint Dock.

TO HAVE AND TO HOLD, all and singular, subject to terms and conditions set forth herein, the aforesaid Dock Access Easement, unto Gaillard and Cone, their heirs, successors, successors-in-title and assigns, forever.

2. Joint Dock Construction. On or before April 15, 2018, Jones and Gaillard and Cone (each a "Party" and collectively, the "Parties") agree to commence construction or cause the commencement of construction of the Joint Dock in accordance with the terms and provisions of the Dock Permit, the cost of which shall be split between the Parties as follows: Jones: 50%; Gaillard and Cone: 50%. Once construction of the Joint Dock commences, such construction

shall be expeditiously continued until construction the Joint Dock has been completed, lien free, in accordance with the terms and provisions of the Dock Permit.

3. Joint Use and Maintenance of the Joint Dock. Except as otherwise provided herein, the Parties agree that they will share jointly in ownership and use of the Joint Dock. The Parties agree to share jointly in the cost and expense of the Joint Dock, including but not limited to construction, maintenance, repair, insurance, taxes, utilities, permitting fees, repair and replacement of the Joint Dock, including the pier head and the floating dock. The Joint Dock shall be constructed and maintained by the Parties in conformance with the Dock Permit and all applicable OCRM rules, regulations and requirements. The floating dock shall be shared as follows: Jones shall have the exclusive use of one-half of the river side of the floating dock and one-half of the shore side of the floating dock; Gaillard and Conc shall have the exclusive use of the remaining one-half of the river side of the floating dock and the remaining one-half of the shore side of the floating dock. In the event the Joint Dock (including, without limitation, the pier head and floating dock) is damaged or destroyed by fire, storm or other casualty, all repair and/or reconstruction costs shall be shared equally by the Parties, their heirs, successors, successors-in-title and assigns.

4. Use and Maintenance of the Ingress/Egress Easement Area. Except as to the rights herein granted, the Parties shall have the full use and control of the Ingress/Egress & Access Easement Area. The Parties agree that they will make no use of the Ingress/Egress & Access Easement Area which is inconsistent with the uses and the purposes for which the Dock Access Easement has been granted and created, and without limiting the generality of this provision, the Parties agree that no obstructions and no parked cars or permanent structures such as buildings, sheds and other structures shall be placed upon or within the Ingress/Egress & Access Easement Area at any time. Jones, at Jones' sole cost and expense, agrees to remove the existing water well or any other obstruction located within the Ingress/Egress Easement Area which would prevent the use and enjoyment of the Dock Access Easement by the Parties hereto. The Parties agree to jointly restore the Ingress/Egress & Access Easement Area to its original condition, to the extent reasonably possible, including any landscaping or other improvements on the Ingress/Egress & Access Easement Area which are damaged, disturbed or destroyed by reason of any excavation, construction, reconstruction, maintenance or other use of the Ingress/Egress & Access Easement Area. The Parties, for themselves, and for their heirs, successors, successors-in-title and assigns, agree to be jointly responsible for the upkeep, care, maintenance, and servicing of the Ingress/Egress & Access Easement Area to the extent any maintenance, care, and upkeep are warranted, in a good, safe and workmanlike manner, and to keep the same in good condition and repair, without any liens against the Ingress/Egress & Access Easement Area or Jones' adjoining property. The Parties jointly agree to restore, at their expense, the Ingress/Egress & Access Easement Area to its original condition, insofar as reasonably possible, immediately after any maintenance, repair or replacement work is finished. Neither Party shall interfere with the use of the Ingress/Egress & Access Easement Area by the other Party or Parties, their families, successors, successors-in-title, heirs, assigns, invitees, licensees and lessees. Gaillard and Conc agree and understand that the Ingress/Egress & Access Easement Area shall not be paved or otherwise altered from its natural state unless otherwise approved in writing by Jones, in her reasonable discretion. Notwithstanding the foregoing, the Parties may grade the Ingress/Egress & Access Easement Area to the extent necessary for the safe and effective use of same. Any

excessive noise within the Ingress/Egress & Access Easement or on the Joint Dock shall be strictly prohibited.

5. Relocation of Ingress/Egress & Access Easement Area. Jones may relocate the Ingress/Egress & Access Easement Area at her expense and in her reasonable discretion, in the event Grantor desires to utilize further or differently the Jones Property of which the Ingress/Egress & Access Easement Area is a part, provided that the essential purpose of the Dock Access Easement is not altered and further provided that the access granted herein is not materially impaired by such relocation.

6. Termination of Old Purported Easement. Gaillard and Cone have remised, quitclaimed, terminated, cancelled and forever released, and by these presents do hereby remise, quitclaim, terminate, cancel and forever release unto Jones, her heirs and assigns, all of Gaillard and Cone's right, title and interest, if any, in and to the Old Purported Easement, inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement and other rights granted to Gaillard and Cone by this Agreement.

7. Remedies. Should any Party breach its covenants and agreements contained herein, or should payment for any shared costs or expenses not be made in full to the other Party or Parties within thirty (30) days of service of notice as herein provided, then, in such event, the defaulting Party shall forfeit all rights to use the Joint Dock, together with any pier, pierhead, gangways and floating docks as may exist on the Joint Dock, unless and until the payments due hereunder are properly paid with interest at the rate of one and one-half (1 1/2%) percent per month following expiration of the thirty (30) day notice period. The nondefaulting Party shall also have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Party's lot to secure payment of delinquent costs and expenses.

8. Indemnification and Insurance. Each Party agrees to defend and indemnify the other Party, including their successors, heirs, assigns, respective agents, lessees, invitees, and licensees, and hold each other harmless from and against any and all claims, demands, actions, causes of action, damages, liens, losses, liabilities, fines, penalties, costs and expenses, including attorneys' fees and court costs, caused by or in any way attributable to the negligence, gross negligence or willfulness of such indemnitor, or the exercise of any of the rights herein granted or the breach or default of any of the conditions and covenants herein. The Parties agree to jointly maintain liability insurance on the Joint Dock in an amount not less than \$1,000,000 per occurrence, the cost of which shall be a common expense shared jointly by the Parties. The Parties shall all be listed as named insureds in such liability insurance policy.

9. Notice. Notice by one Party to the other Party or Parties shall be given either by registered mail, return receipt requested, overnight delivery, or by hand-delivery to the address provided by such Lot Owner, or if no address is provided, then to the residence located on the Jones Property or the Gaillard and Cone Property, as the case may be. Service of notice shall be deemed effective on the date of deposit with the United States Postal Service, or deposit with a national overnight carrier, and/or date of hand delivery.

10. Amendment. This Agreement may be amended only by written instrument duly executed by the Parties, their heirs, successors, successors-in-title and permitted assigns.

11. Miscellaneous. This Easement is solely for the benefit of the Gaillard and Cone Property that adjoins the Ingress/Egress & Access Easement Area, and may not be assigned by Gaillard and Cone or used by them to benefit other property. The rights, interests and obligations of this Agreement shall run with Gaillard and Cone Property and the Jones Property, and shall be binding upon and inure to the benefit of Jones, her heirs, successors, successors-in-title, assigns, grantees and representatives and Gaillard and Cone and their heirs, successors, successors-in-title, assigns, grantees and representatives. This Agreement shall be governed by the laws of the State of South Carolina.

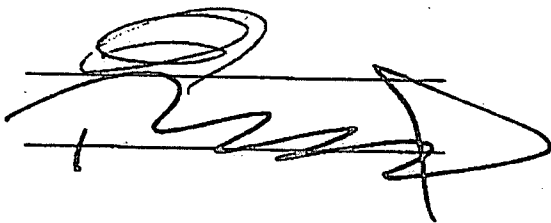
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all Parties hereto, whether or not each counterpart is executed by all Parties hereto, so long as each Party hereto has executed one or more counterparts hereto.

(this space left intentionally blank; signature pages to follow)

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15th day of February 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Gaye L. Jones

 (SEAL)

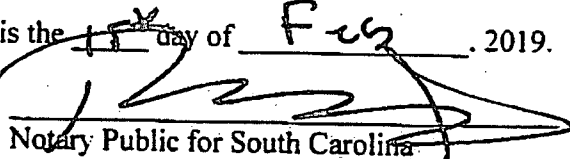
STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF Berkeley)

I, Robert W. Maly, Notary Public for the State of South Carolina do
hereby certify that Gaye L. Jones, personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of Feb, 2019.


Notary Public for South Carolina

My Commission Expires: 12-15-25

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of March, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas Huguenin Gaillard, as Trustee of the
Thomas Huguenin Gaillard Revocable Trust
dated April 3, 2007

W. M. Conrad
Tammy S. Griffin

Thomas Huguenin Gaillard (SEAL)

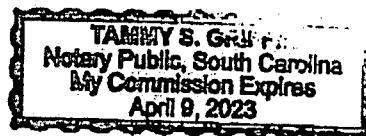
STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard
Revocable Trust dated April 3, 2007, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/9/23



IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of March, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas W. Cone, Jr., as Trustee of the Thomas
W. Cone, Jr., Revocable Trust dated April 3,
2007

W. Cone, Jr.
Tammy S. Griffin

Thomas W. Cone, Jr. (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable
Trust dated April 3, 2007, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/9/23

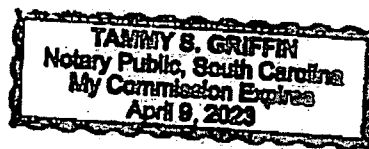


EXHIBIT "A"
DESCRIPTION OF THE JONES PROPERTY

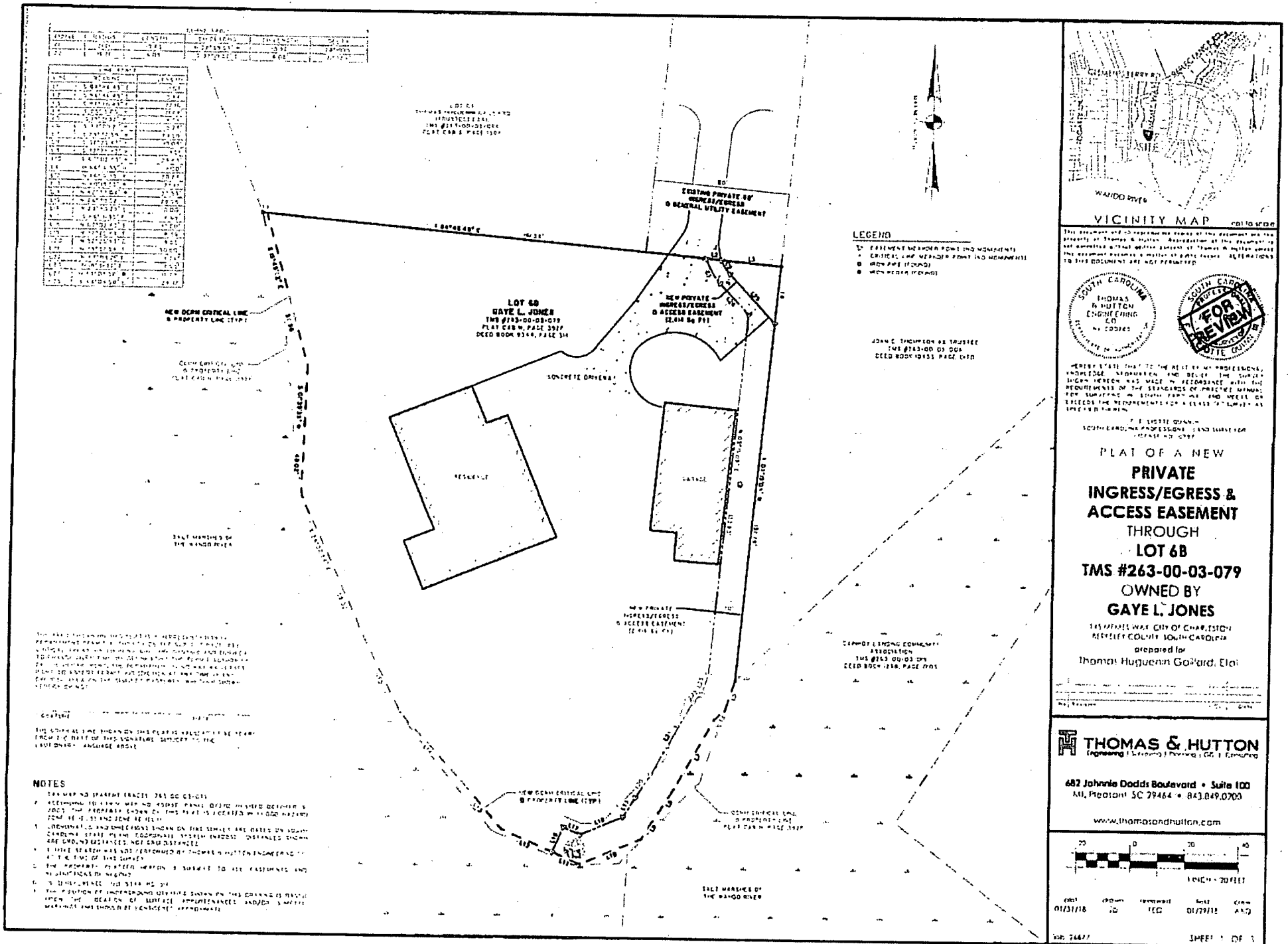
All that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and bearing near Cainhoy North of Wando River, Berkeley County, South Carolina and being sworn and designated as lot 6B on a plat entitled "plat showing a subdivision of lot 6," Riverview Village" creating lot 6-A and 6-B situation as shown Road S-8-33, in Wando, Berkeley County, South Carolina. Being more specifically shown and designated on a plat made for Gaye Langley Jones and Ronald L Jones by Peabody and Associates, Inc. dated March 24, 2010 and recorded in Berkeley County in Plat Cabinet N at Page 392P. Reference to said latter plat is hereby craved for a more complete description as to distances, courses, meets and bounds.

EXHIBIT "B"
DESCRIPTION OF THE GAILLARD AND CONE PROPERTY

All that certain lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being near Cainhoy, North of Wando River, Berkeley County, SC. and being shown and designated as "LOT 6A, NEW AREA 47,840 SQ. FT., 1.10 ACRE" on a plat entitled "LOT 4, LOT 5, LOT 6A, RIVERVIEW VILLAGE, 124, 130 & 137 MEMES WAY" dated May 11, 2015, prepared by Matthew E. McBeath, PLS. recorded in the Register of Deeds for Berkeley County, SC on June 8, 2015, in Plat Cabinet S, at Page 138-A, reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

TMS No. 263-00-03-066

EXHIBIT "C"
EASEMENT PLAT



From: Jary J Hulst <jjh@williamsandhulst.com>
 Sent: Wednesday, March 27, 2019 12:32 PM
 To: Warren Powell <wpowell@brunerpowell.com>
 Cc: Robert Maring <robert@maringmoyer.com>; Ryan Earhart <ryan.earhart@earhartoverstreet.com>
 Subject: RE: Jones v. RTT

Warren:

Why continue to delay the decision? How can my clients' testimony possible effect their status in this case as nominal plaintiffs? The whole point of their being dragged into this case is—according to your pitch to the judge—was so that they would be bound by any adverse ruling on the easement. That easement is now gone. What is the point of their continued participation as a party?

As you know, Ryan Earhart has kindly agreed to stipulate to their dismissal on behalf of his client. I request that you do the same.

J. Jay Hulst
 Williams & Hulst, LLC
 P.O. Box 1288
 Moncks Corner, SC 29461
 (843) 761-8232
jjh@williamsandhulst.com

Confidentiality Notice:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information which is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone at (843) 761-8232 or reply to this email and delete all copies of this message.

From: Warren Powell <wpowell@brunerpowell.com>
 Sent: Wednesday, March 27, 2019 12:01 PM
 To: Jary J Hulst <jjh@williamsandhulst.com>
 Cc: Robert Maring <robert@maringmoyer.com>
 Subject: RE: Jones v. RTT

Robert and Jay, I am unavailable on April 5 but April 8-12 works. Robert, does that suit you and your client as well? Does some location in Mount Pleasant suit you two to hold these depositions? Jay, I have received and thank you for the document executed by the plaintiffs. Permit me to respond regarding the dismissal of your clients as plaintiffs after these depositions are concluded. Warren

Warren C. Powell, Jr.

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
 P.O. Box 61110
 1735 St. Julian Place, Suite 200
 Columbia, SC 29260-1110
 (o) 803.252.7693
 (f) 888.726.9015
www.brunerpowell.com

Exhibit 7

Warren Powell

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Thursday, March 28, 2019 1:38 PM
To: Warren Powell
Cc: Robert Maring; Ryan Earhart; Shanna H Saulisbury
Subject: RE: Jones v. RTT

Warren:

I will go ahead and file a motion and we can let a judge consider your comments below and decide about the need for my clients' continued participation in the case.

Thanks.

J. Jay Hulst
Williams & Hulst, LLC
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232
jjh@williamsandhulst.com

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From: Warren Powell <wpowell@brunerpowell.com>
Sent: Thursday, March 28, 2019 12:41 PM
To: Jary J Hulst <jjh@williamsandhulst.com>
Subject: RE: Jones v. RTT

Jay, The issues in a case are framed by the pleadings. The subject post pleading document signed by the plaintiffs at most relate to but do not discard matters addressed in the pleadings. If your clients would be willing to admit by affidavit and a request to admit that upon reflection since the suit was filed they now realize that prior to the document executed this month they had no easement across the Ms. Jones' property then we may have something to talk about. This would indeed shorten the duration of their depositions and would greatly improve their exit from the case. I'm certain that a fine lawyer such as yourself is aware of all of the various arguments in the case so you need no sermon for me on the matter. Let me know. Best, Warren

Warren C. Powell, Jr.

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
P.O. Box 61110
1735 St. Julian Place, Suite 200
Columbia, SC 29260-1110
(o) 803.252.7693
(f) 888.726.9015
www.brunerpowell.com

Exhibit 8

Warren Powell

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Thursday, March 28, 2019 1:49 PM
To: Warren Powell
Cc: Robert Maring; Ryan Earhart
Subject: RE: Jones v. RTT

Warren:

I believe it best to get the motion resolved before proceeding with the depositions. You then proceed with their depositions whether they are in or out of the case.

J. Jay Hulst
 Williams & Hulst, LLC
 P.O. Box 1288
 Moncks Corner, SC 29461
 (843) 761-8232
jjh@williamsandhulst.com

Confidentiality Notice:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information which is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone at (843) 761-8232 or reply to this email and delete all copies of this message.

From: Warren Powell <wpowell@brunerpowell.com>
Sent: Thursday, March 28, 2019 1:41 PM
To: Jary J Hulst <jjh@williamsandhulst.com>
Subject: RE: Jones v. RTT

OK. I will go ahead and notice the depositions and get those out of the way as we agreed to do. That may eliminate the need for your motion. W

Warren C. Powell, Jr.

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
 P.O. Box 61110
 1735 St. Julian Place, Suite 200
 Columbia, SC 29260-1110
 (o) 803.252.7693
 (f) 888.726.9015
www.brunerpowell.com

Exhibit 9

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Thursday, March 28, 2019 1:38 PM
To: Warren Powell <wpowell@brunerpowell.com>
Cc: Robert Maring <robert@maringmoyer.com>; Ryan Earhart <ryan.earhart@earhartoverstreet.com>; Shanna H Saulisbury <shs@williamsandhulst.com>
Subject: RE: Jones v. RTT

BRUNER, POWELL, WALL & MULLINS, LLC

WARREN C. POWELL, JR., P.A.*
HENRY P. WALL
E. WADE MULLINS III, P.A.
WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
BENJAMIN C. BRUNER, P.A.

ATTORNEYS AND COUNSELORS AT LAW
1735 ST. JULIAN PLACE, SUITE 200
POST OFFICE BOX 61110
COLUMBIA, SOUTH CAROLINA 29260-1110
TELEPHONE 803-252-7693
FAX 803-254-5719
WWW.BRUNERPOWELL.COM

JAMES L. BRUNER, P.A.
RETIRED
BRIAN P. ROBINSON, P.A.
OF COUNSEL

CHELSEA J. CLARK
STEVEN R. SPREEUWERS
ABIGAIL A. CARSON

* ALSO ADMITTED IN DISTRICT OF COLUMBIA

AUTHOR'S E-MAIL: WPOWELL@BRUNERPOWELL.COM

March 28, 2019

Robert W. Maring, Esquire
Maring & Moyer, LLC
Post Office Box 478
Georgetown, South Carolina 29442

Jary J. Hulst, Esquire
Williams & Hulst, Esquire
209 East Main Street
Moncks Corner, South Carolina 29461

Ryan A. Earhart, Esquire
Joshua H. Umbarger, Esquire
Earhart Overstreet, LLC
Post Office Box 22528
Charleston, South Carolina 29413

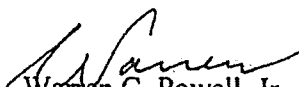
Re: *Ronald L and Gayle Langley Jones, et al. v. Rogers Townsend Thomas, et al.*
Civil Action No. 2018-CP-08-817
Our File No. 2-2120.7

Dear Counsel:

As agreed by Jay's email of March 13 and my March 27 response, please find enclosed Notices of Video Depositions for Mr. Cone, Mr. Gaillard and Mrs. Jones, scheduled for April 8, 9 and 10, which I hereby serve upon you. I have not heard from Robert as to his and Ms. Jones' availability so if we cannot go forward with her deposition during the week of April 8, we'll do it later.

With my kindest regards, I am,

Sincerely,


Warren C. Powell, Jr.

WCPjr/ljf
Enclosures

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Civil Action No. 2018-CP-08-817

RONALD L. JONES; GAYLE)
LANGLEY JONES; THOMAS H.)
GAILLARD as TRUSTEE; and, THOMAS)
W. CONE, JR. as TRUSTEE,)

Plaintiffs,)

vs.)

ROGERS TOWNSEND & THOMAS, P.C.,)
LISA HOSTETLER, ALEXANDER,)
C. PEABODY, and PEABODY &)
ASSOCIATES, INC.,)

Defendants.)

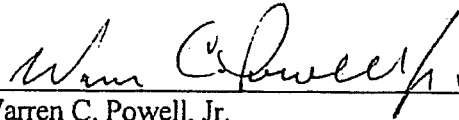
**NOTICE OF VIDEO DEPOSITION
OF THOMAS W. CONE, JR.**

TO: ROBERT W. MARING, ESQUIRE, ATTORNEY FOR PLAINTIFFS RONALD L. JONES AND GAYLE LANGLEY JONES; JARY J. HULST, ESQUIRE, ATTORNEY FOR PLAINTIFFS THOMAS H. GAILLARD as TRUSTEE and THOMAS W. CONE, JR. as TRUSTEE, and RYAN A. EARHART, ESQUIRE, ATTORNEY FOR DEFENDANTS ALEXANDER C. PEABODY and PEABODY & ASSOCIATES, INC.:

YOU WILL PLEASE TAKE NOTICE that, pursuant to Rule 30 of the South Carolina Rules of Civil Procedure, Defendants, by and through their undersigned counsel, will take the deposition of Thomas W. Cone, Jr., by video and stenographic means upon oral examination before a Notary Public at the Offices of Earhart Overstreet, LLC, 878 Whipple Rd., Mt. Pleasant, SC, on Monday, April 8, 2019 at 10:00 AM. You are invited to attend and take such part as is fit and proper.

Signature on following page.

Columbia, South Carolina
March 28, 2019



Warren C. Powell, Jr.
BRUNER, POWELL, WALL & MULLINS, LLC
Post Office Box 61110
1735 St. Julian Place, Suite 200
Columbia, South Carolina 29260
(803) 252-7693
wpowell@brunerpowell.com
*Attorneys for Defendants Rogers Townsend &
Thomas, PC and Lisa Hosteller*

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	Civil Action No. 2018-CP-08-817

RONALD L. JONES; GAYLE	)
LANGLEY JONES; THOMAS H.	)
GAILLARD as TRUSTEE; and, THOMAS	)
W. CONE, JR. as TRUSTEE,	)
	)
Plaintiffs,	)

vs.

**NOTICE OF VIDEO DEPOSITION
OF THOMAS H. GAILLARD**

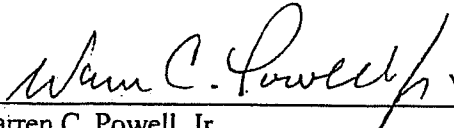
ROGERS TOWNSEND & THOMAS, P.C.,	)
LISA HOSTETLER ALEXANDER,	)
C. PEABODY, and PEABODY &	)
ASSOCIATES, INC.,	)
	)
Defendants.	)

TO: ROBERT W. MARING, ESQUIRE, ATTORNEY FOR PLAINTIFFS RONALD L. JONES AND GAYLE LANGLEY JONES; JARY J. HULST, ESQUIRE, ATTORNEY FOR PLAINTIFFS THOMAS H. GAILLARD as TRUSTEE and THOMAS W. CONE, JR. as TRUSTEE, and RYAN A. EARHART, ESQUIRE, ATTORNEY FOR DEFENDANTS ALEXANDER C. PEABODY and PEABODY & ASSOCIATES, INC.:

YOU WILL PLEASE TAKE NOTICE that, pursuant to Rule 30 of the South Carolina Rules of Civil Procedure, Defendants, by and through their undersigned counsel, will take the deposition of Thomas H. Gaillard, by video and stenographic means upon oral examination before a Notary Public at the Offices of Earhart Overstreet, LLC, 878 Whipple Rd., Mt. Pleasant, SC, on Tuesday, April 9, 2019 at 10:00 AM. You are invited to attend and take such part as is fit and proper.

Signature on following page

Columbia, South Carolina
March 28, 2019


Warren C. Powell, Jr.
BRUNER, POWELL, WALL & MULLINS, LLC
Post Office Box 61110
1735 St. Julian Place, Suite 200
Columbia, South Carolina 29260
(803) 252-7693
wpowell@brunerpowell.com
*Attorneys for Defendants Rogers Townsend &
Thomas, PC and Lisa Hostetler*

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

Civil Action No. 2018-CP-08-817

RONALD L. JONES; GAYLE)
LANGLEY JONES; THOMAS H.)
GAILLARD as TRUSTEE; and, THOMAS)
W. CONE, JR. as TRUSTEE,)

Plaintiffs,)

vs.)

ROGERS TOWNSEND & THOMAS, P.C.,)
LISA HOSTETLER ALEXANDER,)
C. PEABODY, and PEABODY &)
ASSOCIATES, INC.,)

Defendants.)

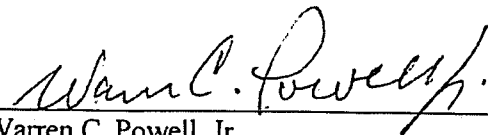
**NOTICE OF VIDEO DEPOSITION
OF GAYLE LANGLEY JONES**

TO: ROBERT W. MARING, ESQUIRE, ATTORNEY FOR PLAINTIFFS RONALD L. JONES AND GAYLE LANGLEY JONES; JARY J. HULST, ESQUIRE, ATTORNEY FOR PLAINTIFFS THOMAS H. GAILLARD as TRUSTEE and THOMAS W. CONE, JR. as TRUSTEE, and RYAN A. EARHART, ESQUIRE, ATTORNEY FOR DEFENDANTS ALEXANDER C. PEABODY and PEABODY & ASSOCIATES, INC.:

YOU WILL PLEASE TAKE NOTICE that, pursuant to Rule 30 of the South Carolina Rules of Civil Procedure, Defendants, by and through their undersigned counsel, will take the deposition of Gayle Langley Jones, by video and stenographic means upon oral examination before a Notary Public at the Offices of Earhart Overstreet, LLC, 878 Whipple Rd., Mt. Pleasant, SC, on Wednesday, April 10, 2019 at 10:00 AM. You are invited to attend and take such part as is fit and proper.

Signature on following page

Columbia, South Carolina
March 28, 2019


Warren C. Powell, Jr.
BRUNER, POWELL, WALL & MULLINS, LLC
Post Office Box 61110
1735 St. Julian Place, Suite 200
Columbia, South Carolina 29260
(803) 252-7693
wpowell@brunerpowell.com
*Attorneys for Defendants Rogers Townsend &
Thomas, PC and Lisa Hostetter*

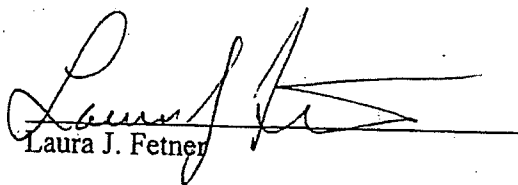
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	Civil Action No. 2018-CP-08-817
RONALD L. JONES; GAYLE	)	
LANGLEY JONES; THOMAS H.	)	
GAILLARD as TRUSTEE; and, THOMAS	)	
W. CONE, JR. as TRUSTEE,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Certificate of Service
	)	
ROGERS TOWNSEND & THOMAS, P.C.,	)	
LISA HOSTETLER ALEXANDER,	)	
C. PEABODY, and PEABODY &	)	
ASSOCIATES, INC.,	)	
	)	
Defendants.	)	

I, Laura J. Fetner, a legal assistant with the law firm Bruner Powell Wall & Mullins, LLC, attorneys for Defendants Rogers Townsend & Thomas, PC and Lisa Hostetler, do hereby certify that on this 28th of March 2019, I served the *Notice of Video Deposition of Thomas W. Cone, Jr., Notice of Video Deposition of Thomas H. Gaillard, and Notice of Deposition of Gayle Langley Jones*, upon the following parties, via U.S. First Class Mail, postage prepaid and via Email, addressed as follows:

Robert W. Maring, Esquire
Maring & Mover, LLC
Post Office Box 478
Georgetown, South Carolina 29442
robert@maringmoyer.com
Attorneys for Plaintiffs

Jary J. Hulst, Esquire
Williams & Hulst, Esquire
209 East Main Street
Moncks Corner, South Carolina 29461
jjh@williamsandhurst.com
Attorneys for Trustees

Ryan A. Earhart, Esquire
Earhart Overstreet, L.L.C.
Post Office Box 22528
Charleston, South Carolina 29413
ryan.earhart@earhartoverstreet.com
josh@earhartoversreet.com
Attorneys for Defendants Alexander C. Peabody and Peabody & Associates, Inc.


Laura J. Fetner

Columbia, South Carolina

Warren Powell

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Friday, March 29, 2019 5:35 PM
To: Warren Powell
Cc: robert@maringmoyer.com; ryan.earhart@earhartoverstreet.com; Shanna H Saulisbury
Subject: Fwd: Jones v. RTT

Warren:

I am in receipt of your deposition notices for my clients. As I indicated to you yesterday before the notices were emailed, it makes more sense to hold off on the depositions until the non-joinder motion is resolved. Please confirm by April 2 that these depositions are off-calendar or I will move for a protective order.

Thanks.

Sent from my iPhone

J. Jay Hulst
Williams & Hulst, LLC
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232
jih@williamsandhulst.com<mailto:jih@williamsandhulst.com>

Warren Powell

From: Warren Powell
Sent: Thursday, April 04, 2019 9:24 AM
To: 'Jary J Hulst'
Cc: robert@maringmoyer.com; ryan.earhart@earhartoverstreet.com; Shanna H Saulisbury
Subject: RE: Jones v. RTT

Jay, I have been on the road and just saw this. In addition, my secretary has been out sick all week. Of course, I want to move forward with discovery in this case as I've tried to do over the last couple of months. Nonetheless, we both know motion for protective order would grant you an automatic stay of the discovery. In such event, no need to file. I understand your position that the plaintiffs will not be showing up next week for the depositions so that is that. Given the position of your clients there is no need to go forward with Ms. Jones either as I wish to take the plaintiffs' depositions during the same timeframe. We will all need to reschedule depositions once things settle out. In the interim there are a number of written discovery matters which we need to address. I will be getting back to you on that. Best,
 Warren

Warren C. Powell, Jr.

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
 P.O. Box 61110
 1735 St. Julian Place, Suite 200
 Columbia, SC 29260-1110
 (o) 803.252.7693
 (f) 888.726.9015
www.brunerpowell.com

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Friday, March 29, 2019 5:35 PM
To: Warren Powell <wpowell@brunerpowell.com>
Cc: robert@maringmoyer.com; ryan.earhart@earhartoverstreet.com; Shanna H Saulisbury
 <shs@williamsandhulst.com>
Subject: Fwd: Jones v. RTT

Warren:

I am in receipt of your deposition notices for my clients. As I indicated to you yesterday before the notices were emailed, it makes more sense to hold off on the depositions until the non-joinder motion is resolved. Please confirm by April 2 that these depositions are off-calendar or I will move for a protective order.

Thanks.

Sent from my iPhone

J. Jay Hulst
 Williams & Hulst, LLC
 P.O. Box 1288
 Moncks Corner, SC 29461
 (843) 761-8232
jjh@williamsandhulst.com<<mailto:jjh@williamsandhulst.com>>

Exhibit 12

FORM 4

#78

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY
IN THE COURT OF COMMON PLEASJUDGMENT IN A CIVIL CASE
CASE NUMBER 2018CP0800817

Ronald L. Jones

Rogers Townsend & Thomas
P.C.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ 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. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 43(k), SCRPC (Settled); ☐ Rule 40(j) SCRPC (Vol. Nonsuit);
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy; ☐ Other: _____
- ☐ BINDING arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ STAYED DUE TO BANKRUPTCY
- ☐ 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

Rogers Townsend & Thomas P.C.'s Motion to Add a Party is GRANTED. The Additional parties will be made a Plaintiff pursuant to Rule 19 SCRPC.

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT 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.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge Perry M Buckner

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the day of June, 2018, and a copy mailed first class or placed in the appropriate attorney's box on the day of June, 2018, to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter- Karen Andersen

Mary P. Brown - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

John B. Williams
Jary J. Hulst

209 E. Main Street
Moncks Corner, SC 29461

Phone 843.761.8232
Fax 843.899.5834

WILLIAMS AND HULST, LLC.

ATTORNEYS AT LAW



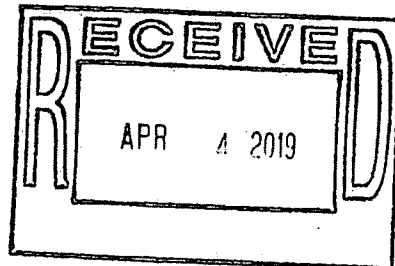
Appellate work
Aviation law
Business formation
Commercial disputes
Condemnation
Construction law
Contracts
Insurance coverage
Municipal law
Personal injury
Probate and estate matters
Real estate
Utility industry related matters
Wills
Wrongful death

March 29, 2019

BOTH VIA E-MAIL & U.S. MAIL

Warren C. Powell, Jr., Esq.
Bruner, Powell, Wall & Mullins, LLC
Post Office Box 61110
Columbia, SC 29260-1110

Ryan A. Earhart, Esq.
P.O. Box 22528
Charleston, SC 29413



RE: Ronald L. and Gaye Langley Jones, et al. v. Rogers Townsend Thomas, PC, et al.
Case No.: 2018-CP-08-817

Dear Mr. Powell and Mr. Earhart:

Enclosed for service upon you is Plaintiffs Thomas Huguenin Gaillard and Thomas W. Cone, Jr.'s Motion for Non-Joinder Pursuant to Rule 21 SCRPC that has been filed in the above cited action.

With kindest regards, I remain

Sincerely,

WILLIAMS AND HULST, LLC

Shanna H. Saulisbury
Paralegal to J. Jay Hulst, Esq.

JJH:shs

Enclosures as stated

cc: Robert W. Maring, Esq.
(Via e-mail and U.S. mail w/enclosures)

www.WilliamsandHulst.com

Exhibit 14

ELECTRONICALLY FILED - 2019 May 03 2:46 PM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2018-CP-08-817

RONALD L. JONES and GAYE)
LANGLEY JONES, THOMAS)
HUGUENIN GAILLARD, as Trustee of)
The Thomas Huguenin Gaillard)
Revocable Trust, and THOMAS W.)
CONE, JR., as Trustee of The Thomas)
W. Cone, Jr., Revocable Trust,)
Plaintiffs,)

PLAINTIFFS THOMAS HUGUENIN
GAILLARD AND THOMAS W. CONE,
JR.'S MOTION FOR NON-JOINDER
PURSUANT TO RULE 21 SCRPC

v.)

ROGERS TOWNSEND & THOMAS,)
P.C.; LISA HOSTETLER;)
ALEXANDER C. PEABODY; and,)
PEABODY & ASSOCIATES, INC.,)
Defendants.)

TO: WARREN C. POWELL, JR., ATTORNEY FOR DEFENDANTS ROGERS
TOWNSEND & THOMAS, P.C. and LISA HOSTETLER, RYAN A. EARHART,
ATTORNEY FOR DEFENDANTS ALEXANDER C. PEABODY, and PEABODY &
ASSOCIATES, INC.

YOU WILL PLEASE TAKE NOTICE that ten (10) days after the service of this
Notice upon you or as soon thereafter as counsel may be heard, the undersigned attorney
for Plaintiffs Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard
Revocable Trust, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr.,
Revocable Trust (hereinafter "Gaillard and Cone"), will move before the presiding Judge
of the Berkeley County Court of Common Pleas for an Order releasing them as involuntary
plaintiffs in the above cited action pursuant to Rule 21 of the South Carolina Rules of Civil

Procedure. Plaintiffs' motion is based upon the arguments and authorities below and the pleadings, exhibits, affidavits, other admissible evidence, applicable common law and statutory law and any memorandum of law or further supporting documentation provided to this Court.

FACTUAL BACKGROUND

Plaintiffs Ronald L. Jones and Gaye Langley Jones (hereinafter "Jones") purchased property at issue in this case in 2010. Jones alleges that Defendants Rogers Townsend & Thomas, P.C. ("RTT") acted as closing counsel. Jones further alleges that they discovered an easement on the property that they not made unaware of at the time of purchase. Jones sued RTT, the closing attorney Lisa Hostetler, and the surveyor Alexander C. Peabody and Peabody & Associates, Inc. ("Peabody") for damages based on the various causes of action set forth in their Complaint.

On June 12, 2018 counsel for RTT filed a Motion to Add a Party under SCRCP Rule 19(a) and also filed a Memorandum in Support of Defendant RTT's Motion to Add a Party. RTT contended in its Memorandum that the proposed new parties, Gaillard and Cone, were the owners of the dominant estate and that the dominant estate was the proper party to assert and defend an easement. RTT further contended that the easement being sued over was not legally viable, or that the dominant property holder had waived the easement or that the dominant property holder was estopped to assert the easement. RTT argued that Gaillard and Cone be added as parties to the action because if RTT prevailed in its defenses, Gaillard and Cone, as non-parties, might still claim rights under the purported easement because they might not be bound by any adverse ruling regarding the easement in this case.

RTT's Motion was heard before the Honorable Perry M. Buckner. Cone and Gaillard were not provided with notice of the hearing. Judge Buckner issued a Form 4 Order dated August 6, 2018 and filed with the clerk on August 13, 2018, granting RTT's motion to add Gaillard and Cone as parties to this action.

BASIS FOR GRANT OF MOTION

Since the issuance of Judge Buckner's Order, Jones, Gaillard and Cone have entered into an Access, Maintenance and Joint Dock Use Agreement (hereinafter, the "Agreement") that has been recorded with the Berkeley County Register of Deeds Office in Book RB2977 at Page 604. (A true and correct copy of the Agreement is attached hereto as Exhibit A.) The terms of the Agreement terminate the purported easement at issue in this case and provides that Gaillard and Cone relinquish any interest they may have had in that easement. Accordingly, Gaillard and Cone no longer have any interest in the outcome of this case and there is no basis for keeping them in this action as parties. Counsel for Defendants have been provided with a recorded copy of the Agreement.

SCRCP Rule 21 provides that parties may be dropped or added by order of the court on motion of any party or of its own initiative at any stage of the action and on such terms as are just. Gaillard and Cone are being forced to spend time and money participating as Plaintiffs in an action where they have asserted no claim and have had no claims asserted against them. Because the basis for adding Gaillard and Cone as parties to this action no longer exist, it is reasonable and just that they be released as parties to this action. Their continued forced participation in this action as parties is unfair and unjust.

Gaillard and Cone, by and through their undersigned counsel, requested that Defendants consent to an order releasing them as nominal plaintiffs in this action. Ryan Earhart, counsel for Peabody, agreed to stipulate to Gaillard and Cone's dismissal from this action. Warren Powell, counsel for RTT and Lisa Hostetler has refused to stipulate. The basis for Mr. Powell's refusal is set forth in his email attached hereto as Exhibit B.

Counsel for Gaillard and Cone has consulted with opposing counsel as required by Rule 11, SCRCP prior to the filing of this motion.

CONCLUSION

Based on the foregoing, Plaintiffs Gaillard and Cone ask that the Court issue an Order releasing them as Plaintiffs in this action.

WILLIAMS AND HULST, LLC

/s/ J. Jay Hulst

J. Jay Hulst
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232 phone
(843) 899-5834 fax
jjh@williamsandhulst.com

ATTORNEYS FOR PLAINTIFFS
THOMAS W. CONE, JR., AND
THOMAS HUGUENIN GAILLARD

Dated: March 28, 2019

EXHIBIT A

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 #:	2019009110	Return To:	WILLIAMS & HULST
Receipt Number:	121752		PO BOX 1288
Recorded As:	AGREEMENT		MONCKS CORNER, SC, 29461
Recorded On:	March 22, 2019	Received From:	WILLIAMS & HULST
Recorded At:	11:55:23 AM	Parties:	
Recorded By:	LYNETTE SHELTON	Direct-	JONES, GAYE L
Book/Page:	RB 2977: 604 - 616	Indirect-	THOMAS HUGUENIN GAILLARD REVOCABLE
Total Pages:	13		

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$18.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

ELECTRONICALLY FILED - 2019 May 03 2:46 PM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817
ELECTRONICALLY FILED - 2019 Mar 29 10:55 AM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) **ACCESS, MAINTENANCE AND**

JOINT DOCK USE AGREEMENT

THIS ACCESS, MAINTENANCE AND JOINT DOCK USE AGREEMENT (this "Agreement") is made as of this 15 day of MARCH, 2019, by and between Gaye L. Jones ("Jones"), as grantor, and Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard Revocable Trust dated April 3, 2007, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable Trust dated April 3, 2007 (collectively, "Gaillard and Cone"), as grantees.

WITNESSETH:

WHEREAS, Jones is the owner of that certain real property located in Berkeley County, South Carolina, designated as Lot 6B, Berkeley County TMS No. 263-00-03-079, as more particularly described by that certain Quit Claim Deed dated February 28, 2012 and recorded on March 2, 2012 in the Berkeley County Register of Deeds Office ("ROD") in Book 9344, at Page 314, and as shown on that certain plat entitled "Plat Showing a Subdivision of Lot 6. "Riverview Village", Creating Lot 6A and Lot 6B, Situated as Shown on Road S-8-33. in Wando, Berkeley County, South Carolina, Presently Owned by David E. Hatchell and Joseph Bartone" dated March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S. and recorded March 22, 2005 in the ROD in Plat Cabinet Q at page 357A ("Lot 6 Subdivision Plat"), and in that Plat dated March 24, 2010 recorded in the ROD in Plat Cabinet N at Page 392P, and as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Jones Property"); and

WHEREAS, Gaillard and Cone are the owners of certain real property located in Berkeley County, South Carolina, known as Lot 6A, Berkeley County TMS No. 263-00-03-068, as more particularly described by that certain deed dated May 2, 2011 and recorded on May 6, 2011 in the ROD in Book 8923 at Page 11, and as shown on the Lot 6 Subdivision Plat and as more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Gaillard and Cone Property"); and

WHEREAS, at the request of Jones and Gaillard and Cone, an "Easement Plat of a 10' Private Ingress/Egress & Access Easement through Lot 6B" has been prepared by Thomas & Hutton dated January 25, 2017, a copy of which is attached hereto as Exhibit "C" and incorporated by reference herein (the "Easement Plat"); and

WHEREAS, Jones is the owner of that portion of Lot 6B where a "New Private 10' Ingress/Egress & Access Easement" is located within that part of the area of Lot 6B as shown and delineated on the Easement Plat (this area of Lot 6B hereinafter referred to as "Ingress/Egress & Access Easement Area"); and

WHEREAS, Jones desires to grant to Gaillard and Cone, their heirs, successors, successors-in-title and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and

across the Ingress/Egress & Access Easement Area for the purpose of access, ingress and egress to the Joint Dock (as defined herein), which easement shall run with the title to the Jones Property and the Gaillard and Cone Property; and

WHEREAS, the parties desire to terminate a '25 Ingress/Egress Easement purportedly over Lot 6B in favor of owners and successors of Lot 6A as described in that "Title to Real Estate" dated April 8, 2005 and recorded on August 3, 2005 in the Berkeley County Register of Deeds Office in Book 4887, at Page 65 ("Old Purported Easement"), inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement (as defined herein) and other rights granted to Gaillard and Cone by this Agreement

WHEREAS, the parties desire to construct a joint dock (the "Joint Dock") for the joint and shared use by the present or future owner(s) of the Jones Property and the Gaillard and Cone Property in accordance with the terms and provisions of the joint dock permit therefor issued by the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management ("OCRM"), Permit No. OCRM-01-732-R (the "Dock Permit"), and upon the terms and conditions more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits accomplished hereby and the sum of Five and 00/100 (\$5.00) Dollars paid to each other, in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Grant of Dock Access Easement. Jones does hereby grant to Gaillard and Cone, their heirs, successors, successors-in-title, invitees, licensees, lessees and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and across the Ingress/Egress & Access Easement Area for the purpose of providing pedestrian and golf cart access, ingress and egress as shown on the Easement Plat to be used jointly and in common with Jones and her family, successors, heirs, assigns, invitees, licensees and lessees for full use and enjoyment in the Ingress/Egress & Access Easement Area in any manner not inconsistent with the rights granted herein ("Dock Access Easement"). subject, however, to the terms and conditions set forth herein. The Parties may also use the Ingress/Egress & Access Easement Area temporarily to allow the parties and their independent contractors to construct, maintain, repair and replace the Joint Dock.

TO HAVE AND TO HOLD, all and singular, subject to terms and conditions set forth herein, the aforesaid Dock Access Easement, unto Gaillard and Cone, their heirs, successors, successors-in-title and assigns, forever.

2. Joint Dock Construction. On or before April 15, 2018, Jones and Gaillard and Cone (each a "Party" and collectively, the "Parties") agree to commence construction or cause the commencement of construction of the Joint Dock in accordance with the terms and provisions of the Dock Permit, the cost of which shall be split between the Parties as follows: Jones: 50%; Gaillard and Cone: 50%. Once construction of the Joint Dock commences, such construction

shall be expeditiously continued until construction the Joint Dock has been completed, lien free, in accordance with the terms and provisions of the Dock Permit.

3. Joint Use and Maintenance of the Joint Dock. Except as otherwise provided herein, the Parties agree that they will share jointly in ownership and use of the Joint Dock. The Parties agree to share jointly in the cost and expense of the Joint Dock, including but not limited to construction, maintenance, repair, insurance, taxes, utilities, permitting fees, repair and replacement of the Joint Dock, including the pier head and the floating dock. The Joint Dock shall be constructed and maintained by the Parties in conformance with the Dock Permit and all applicable OCRM rules, regulations and requirements. The floating dock shall be shared as follows: Jones shall have the exclusive use of one-half of the river side of the floating dock and one-half of the shore side of the floating dock; Gaillard and Cone shall have the exclusive use of the remaining one-half of the river side of the floating dock and the remaining one-half of the shore side of the floating dock. In the event the Joint Dock (including, without limitation, the pier head and floating dock) is damaged or destroyed by fire, storm or other casualty, all repair and/or reconstruction costs shall be shared equally by the Parties, their heirs, successors, successors-in-title and assigns.
4. Use and Maintenance of the Ingress/Egress Easement Area. Except as to the rights herein granted, the Parties shall have the full use and control of the Ingress/Egress & Access Easement Area. The Parties agree that they will make no use of the Ingress/Egress & Access Easement Area which is inconsistent with the uses and the purposes for which the Dock Access Easement has been granted and created, and without limiting the generality of this provision, the Parties agree that no obstructions and no parked cars or permanent structures such as buildings, sheds and other structures shall be placed upon or within the Ingress/Egress & Access Easement Area at any time. Jones, at Jones' sole cost and expense, agrees to remove the existing water well or any other obstruction located within the Ingress/Egress Easement Area which would prevent the use and enjoyment of the Dock Access Easement by the Parties hereto. The Parties agree to jointly restore the Ingress/Egress & Access Easement Area to its original condition, to the extent reasonably possible, including any landscaping or other improvements on the Ingress/Egress & Access Easement Area which are damaged, disturbed or destroyed by reason of any excavation, construction, reconstruction, maintenance or other use of the Ingress/Egress & Access Easement Area. The Parties, for themselves, and for their heirs, successors, successors-in-title and assigns, agree to be jointly responsible for the upkeep, care, maintenance, and servicing of the Ingress/Egress & Access Easement Area to the extent any maintenance, care, and upkeep are warranted, in a good, safe and workmanlike manner, and to keep the same in good condition and repair, without any liens against the Ingress/Egress & Access Easement Area or Jones' adjoining property. The Parties jointly agree to restore, at their expense, the Ingress/Egress & Access Easement Area to its original condition, insofar as reasonably possible, immediately after any maintenance, repair or replacement work is finished. Neither Party shall interfere with the use of the Ingress/Egress & Access Easement Area by the other Party or Parties, their families, successors, successors-in-title, heirs, assigns, invitees, licensees and lessees. Gaillard and Cone agree and understand that the Ingress/Egress & Access Easement Area shall not be paved or otherwise altered from its natural state unless otherwise approved in writing by Jones, in her reasonable discretion. Notwithstanding the foregoing, the Parties may grade the Ingress/Egress & Access Easement Area to the extent necessary for the safe and effective use of same. Any

excessive noise within the Ingress/Egress & Access Easement or on the Joint Dock shall be strictly prohibited.

5. Relocation of Ingress/Egress & Access Easement Area. Jones may relocate the Ingress/Egress & Access Easement Area at her expense and in her reasonable discretion, in the event Grantor desires to utilize further or differently the Jones Property of which the Ingress/Egress & Access Easement Area is a part, provided that the essential purpose of the Dock Access Easement is not altered and further provided that the access granted herein is not materially impaired by such relocation.

6. Termination of Old Purported Easement. Gaillard and Cone have remised, quitclaimed, terminated, cancelled and forever released, and by these presents do hereby remise, quitclaim, terminate, cancel and forever release unto Jones, her heirs and assigns, all of Gaillard and Cone's right, title and interest, if any, in and to the Old Purported Easement, inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement and other rights granted to Gaillard and Cone by this Agreement.

7. Remedies. Should any Party breach its covenants and agreements contained herein, or should payment for any shared costs or expenses not be made in full to the other Party or Parties within thirty (30) days of service of notice as herein provided, then, in such event, the defaulting Party shall forfeit all rights to use the Joint Dock, together with any pier, pierhead, gangways and floating docks as may exist on the Joint Dock, unless and until the payments due hereunder are properly paid with interest at the rate of one and one-half (1 1/2%) percent per month following expiration of the thirty (30) day notice period. The nondefaulting Party shall also have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Party's lot to secure payment of delinquent costs and expenses.

8. Indemnification and Insurance. Each Party agrees to defend and indemnify the other Party, including their successors, heirs, assigns, respective agents, lessees, invitees, and licensees, and hold each other harmless from and against any and all claims, demands, actions, causes of action, damages, liens, losses, liabilities, fines, penalties, costs and expenses, including attorneys' fees and court costs, caused by or in any way attributable to the negligence, gross negligence or willfulness of such indemnitor, or the exercise of any of the rights herein granted or the breach or default of any of the conditions and covenants herein. The Parties agree to jointly maintain liability insurance on the Joint Dock in an amount not less than \$1,000,000 per occurrence, the cost of which shall be a common expense shared jointly by the Parties. The Parties shall all be listed as named insureds in such liability insurance policy.

9. Notice. Notice by one Party to the other Party or Parties shall be given either by registered mail, return receipt requested, overnight delivery, or by hand-delivery to the address provided by such Lot Owner, or if no address is provided, then to the residence located on the Jones Property or the Gaillard and Cone Property, as the case may be. Service of notice shall be deemed effective on the date of deposit with the United States Postal Service, or deposit with a national overnight carrier, and/or date of hand delivery.

10. Amendment. This Agreement may be amended only by written instrument duly executed by the Parties, their heirs, successors, successors-in-title and permitted assigns.

11. Miscellaneous. This Easement is solely for the benefit of the Gaillard and Cone Property that adjoins the Ingress/Egress & Access Easement Area, and may not be assigned by Gaillard and Cone or used by them to benefit other property. The rights, interests and obligations of this Agreement shall run with Gaillard and Cone Property and the Jones Property, and shall be binding upon and inure to the benefit of Jones, her heirs, successors, successors-in-title, assigns, grantees and representatives and Gaillard and Cone and their heirs, successors, successors-in-title, assigns, grantees and representatives. This Agreement shall be governed by the laws of the State of South Carolina.

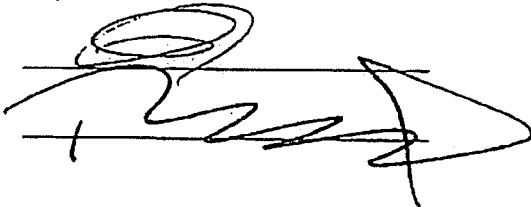
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all Parties hereto, whether or not each counterpart is executed by all Parties hereto, so long as each Party hereto has executed one or more counterparts hereto.

(this space left intentionally blank; signature pages to follow)

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15th day of February 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Gaye L. Jones

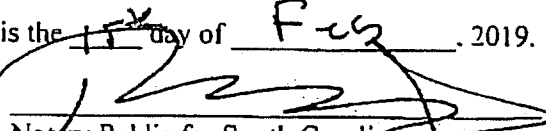
 (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF Berkeley)

ACKNOWLEDGMENT

I, Robert W. Moly, Notary Public for the State of South Carolina do hereby certify that Gaye L. Jones, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of Feb, 2019.


Notary Public for South Carolina
My Commission Expires: 12-15-25

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of March, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas Huguenin Gaillard, as Trustee of the
Thomas Huguenin Gaillard Revocable Trust
dated April 3, 2007

W. M. Conrad
Tammy S. Griffin

Thomas Huguenin Gaillard (SEAL)

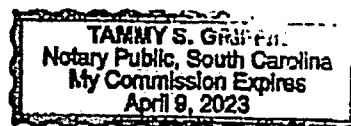
STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard
Revocable Trust dated April 3, 2007, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/9/23



IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of MARCH, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas W. Cone, Jr., as Trustee of the Thomas
W. Cone, Jr., Revocable Trust dated April 3,
2007

W. J. Baird
Tammy S. Griffin

Thomas W. Cone, Jr. (SEAL.)

STATE OF SOUTH CAROLINA)
COUNTY OF charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable
Trust dated April 3, 2007, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of march, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/9/23

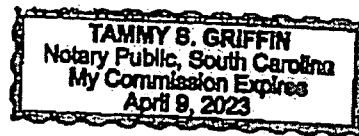


EXHIBIT "A"
DESCRIPTION OF THE JONES PROPERTY

All that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and bearing near Cainhoy North of Wando River, Berkeley County, South Carolina and being sworn and designated as lot 6B on a plat entitled "plat showing a subdivision of lot 6, "Riverview Village" creating lot 6-A and 6-B situation as shown Road S-8-33. in Wando, Berkeley County, South Carolina. Being more specifically shown and designated on a plat made for Gaye Langley Jones and Ronald L Jones by Peabody and Associates, Inc. dated March 24, 2010 and recorded in Berkeley County in Plat Cabinet N at Page 392P. Reference to said latter plat is hereby craved for a more complete description as to distances, courses, meets and bounds.

EXHIBIT "B"
DESCRIPTION OF THE GAILLARD AND CONE PROPERTY

All that certain lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being near Cainhoy, North of Wando River, Berkeley County, SC. and being shown and designated as "LOT 6A, NEW AREA 47,840 SQ. FT., 1.10 ACRE" on a plat entitled "LOT 4, LOT 5, LOT 6A, RIVERVIEW VILLAGE, 124, 130 & 137 MEMES WAY" dated May 11, 2015, prepared by Matthew E. McBeath, PLS, recorded in the Register of Deeds for Berkeley County, SC on June 8, 2015, in Plat Cabinet S, at Page 138-A, reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

TMS No. 263-00-03-066

EXHIBIT "C"
EASEMENT PLAT



EXHIBIT B

Jary J Hulst

From: Warren Powell <wpowell@brunerpowell.com>
Sent: Thursday, March 28, 2019 12:41 PM
To: Jary J Hulst
Subject: RE: Jones v. RTT

Jay, The issues in a case are framed by the pleadings. The subject post pleading document signed by the plaintiffs at most relate to but do not discard matters addressed in the pleadings. If your clients would be willing to admit by affidavit and a request to admit that upon reflection since the suit was filed they now realize that prior to the document executed this month they had no easement across the Ms. Jones' property then we may have something to talk about. This would indeed shorten the duration of their depositions and would greatly improve their exit from the case. I'm certain that a fine lawyer such as yourself is aware of all of the various arguments in the case so you need no sermon for me on the matter. Let me know. Best, Warren

Warren C. Powell, Jr.

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
P.O. Box 61110
1735 St. Julian Place, Suite 200
Columbia, SC 29260-1110
(o) 803.252.7693
(f) 888.726.9015
www.brunerpowell.com

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Wednesday, March 27, 2019 12:32 PM
To: Warren Powell <wpowell@brunerpowell.com>
Cc: Robert Maring <robert@maringmoyer.com>; Ryan Earhart <ryan.earhart@earhartoverstreet.com>
Subject: RE: Jones v. RTT

Warren:

Why continue to delay the decision? How can my clients' testimony possible effect their status in this case as nominal plaintiffs? The whole point of their being dragged into this case is—according to your pitch to the judge—was so that they would be bound by any adverse ruling on the easement. That easement is now gone. What is the point of their continued participation as a party?

As you know, Ryan Earhart has kindly agreed to stipulate to their dismissal on behalf of his client. I request that you do the same.

J. Jay Hulst
Williams & Hulst, LLC
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232
jjh@williamsandhulst.com

Confidentiality Notice:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information which is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you

have received this message in error, please notify the sender immediately either by phone at (843) 761-8232 or reply to this email and delete all copies of this message.

From: Warren Powell <wpowell@brunerpowell.com>
Sent: Wednesday, March 27, 2019 12:01 PM
To: Jary J Hulst <jjh@williamsandhulst.com>
Cc: Robert Maring <robert@maringmoyer.com>
Subject: RE: Jones v. RTT

Robert and Jay, I am unavailable on April 5 but April 8-12 works. Robert, does that suit you and your client as well? Does some location in Mount Pleasant suit you two to hold these depositions? Jay, I have received and thank you for the document executed by the plaintiffs. Permit me to respond regarding the dismissal of your clients as plaintiffs after these depositions are concluded. Warren

Warren C. Powell, Jr.

BRUNERPOWELL

BRUNER, POWELL, WALL & MULLINS, LLC
P.O. Box 61110
1735 St. Julian Place, Suite 200
Columbia, SC 29260-1110
(o) 803.252.7693
(f) 888.726.9015
www.brunerpowell.com

From: Jary J Hulst <jjh@williamsandhulst.com>
Sent: Wednesday, March 13, 2019 4:31 PM
To: Warren Powell <wpowell@brunerpowell.com>
Cc: Robert Maring <robert@maringmoyer.com>
Subject: Jones v. RTT

Warren:

I am in receipt of your letter dated March 11, 2019 inquiring about depositions on April 1-3. I have been in contact with my clients and between their schedules and mine we are available for depositions on April 5, and 8-12. Hope that works for you.

J. Jay Hulst
Williams & Hulst, LLC
P.O. Box 1288
Moncks Corner, SC 29461
(843) 761-8232
jjh@williamsandhulst.com

Confidentiality Notice:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information which is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone at (843) 761-8232 or reply to this email and delete all copies of this message.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	Civil Action No. 2018-CP-08-817
RONALD L. JONES; GAYLE	)	
LANGLEY JONES; and, THOMAS H.	)	
GAILLARD as TRUSTEE,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	DEFENDANTS' MOTION TO AMEND
	)	THE ANSWER
ROGERS TOWNSEND & THOMAS, P.C.;	)	
LISA HOSTETLER; ALEXANDER	)	
C. PEABODY; and, PEABODY &	)	
ASSOCIATES, INC.,	)	
	)	
Defendants.	)	

TO: ROBERT W. MARING, ESQUIRE AND JAY J. HULST, ESQUIRE, ATTORNEYS FOR THE PLAINTIFFS.

You will please take notice that Defendants, Rogers Townsend & Thomas, P.C., and Lisa Hostetler will, by and through their undersigned attorney, move before the Court at the Courthouse, 300 California Avenue, Moncks Corner, South Carolina, in ten days or as soon thereafter as it can be heard for an order allowing them to file an amended answer, a copy of which is attached hereto.

The grounds for the motion are that the controversy exists as to the nature of the deeds and other instruments and how they relate to the alleged easement at issue herein and the Court can determine the nature under the Declaratory Judgment Act, and that the case is not set for trial and no plaintiff will be prejudiced by the amendment. A copy of the proposed amended answer is attached hereto.

Exhibit 15

Movant has not attempted to consult with opposing counsel, as otherwise required by Rule 11, SCRCP, because such consultation would serve no useful purpose.

BRUNER, POWELL, WALL & MULLINS, LLC

s/Warren C. Powell, Jr.

Warren C. Powell, Jr., S.C. Bar No. 4525

P.O. Box 61110

Columbia, SC 29260

(803) 252-7693

Fax (803) 254-5719

wpowell@brunerpowell.com

Columbia, South Carolina
March 29, 2019

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)
RONALD L. JONES; GAYLE)
LANGLEY JONES; and, THOMAS H.)
GAILLARD as TRUSTEE,)
Plaintiffs,)
v.)
ROGERS TOWNSEND & THOMAS, P.C.;)
LISA HOSTETLER; ALEXANDER)
C. PEABODY; and, PEABODY &)
ASSOCIATES, INC.,)
Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Civil Action No. 2018-CP-08-817

SUMMONS

TO: ROBERT W. MARING, ESQUIRE, ATTORNEY FOR PLAINTIFFS RONALD L. JONES AND GAYLE LANGLEY JONES; JARY J. HULST, ESQUIRE, ATTORNEY FOR PLAINTIFFS THOMAS H. GAILLARD as TRUSTEE and THOMAS W. CONE, JR. as TRUSTEE, and RYAN A. EARHART, ESQUIRE, ATTORNEY FOR DEFENDANTS ALEXANDER C. PEABODY and PEABODY & ASSOCIATES, INC.:

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

BRUNER, POWELL, WALL & MULLINS, LLC

Warren C. Powell, Jr., S.C. Bar No. 4525
P.O. Box 61110
Columbia, SC 29260
(803) 252-7693
Fax (803) 254-5719
wpowell@brunerpowell.com

*Attorneys for Defendants Rogers Townsend
Thomas, PC and Lisa Hosteller*

Columbia, South Carolina
March 29, 2019

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

RONALD L. JONES; GAYLE)
 LANGLEY JONES; and, THOMAS H.)
 GAILLARD as TRUSTEE,)

Plaintiffs,)

vs.)

ROGERS TOWNSEND & THOMAS, P.C.,)
 LISA HOSTETLER ALEXANDER,)
 C. PEABODY, and PEABODY &)
 ASSOCIATES, INC.,)

Defendants.)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 Civil Action No. 2018-CP-08-817

AMENDED
 ANSWER OF ROGERS TOWNSEND &
 THOMAS and
 LISA HOSTETLER ALEXANDER
 and PETITION FOR
 DECLARATORY JUDGMENT

Rogers Townsend & Thomas, P.C. and Lisa Hostetler Alexander (collectively
 "Defendants") answer the allegations of the Complaint as follows.

FOR A FIRST DEFENSE

1. Defendants deny all allegations of the Complaint unless otherwise admitted, qualified, or explained.
2. Defendants admit, upon information and belief, the allegations of Paragraphs 1, 4, and 5 of the Complaint.
3. Defendants admit the allegations of Paragraphs 2, 3 and 7 of the Complaint.
4. Defendants deny the allegations of Paragraphs 6 of the Complaint.
5. Answering the allegations of Paragraph 8 of the Complaint, Defendants repeat and reallege the foregoing.
6. Defendants deny so much of the allegations of Paragraph 9 of the Complaint as can be construed to allege the property was purchased on May 7, 2010, and that the property

description includes "recorded in Berkeley County in Plat Cabinet P at Page 4A" and admit the balance of the allegations. Further answering said Paragraph, Defendants are informed and believe the deed was issued and the property purchased by Plaintiffs on March 12, 2010 and the description contains the phrase "recorded in Berkeley County in Plat Cab. N at Page 392P."

7. Defendants admit the allegations of Paragraphs 10 and 11 of the Complaint.
8. Defendants admit the allegations of Paragraphs 12, 13, and 14 of the Complaint.
9. Defendants are without knowledge of and therefore deny the allegations of Paragraph 15 of the Complaint.
10. Defendants admit the allegations of Paragraph 16 of the Complaint.
11. Defendants admit the allegations of Paragraph 17 of the Complaint includes the wording of he described purported easement and that same is accurate except that the words "Ingress/Egress along the Northern boundary" should read "Ingress/Egress beginning on the Northern boundary" and the words "L10, and L1" should read "L10, and L11;" also Defendants deny the conclusions stated in said Paragraph.
12. Defendants deny the allegations of Paragraphs 18.
13. Defendants admit the allegations of Paragraphs 19 thru 25 and 27-28 of the Complaint.
14. Defendants deny the allegations of Paragraph 26, 29 and 30 of the Complaint.
15. Defendants are without knowledge of and therefore deny the allegations of Paragraph 31 of the Complaint.
16. Defendants deny the allegations of Paragraph 32 of the Complaint.
17. Answering the allegations of Paragraph 33 of the Complaint, Defendants repeat and reallege the foregoing.

18. Defendants admit the allegations of Paragraph 34 of the Complaint, but deny any damage to Plaintiffs.

19. Defendants admit the allegations of Paragraphs 35 and 36 of the Complaint.

20. Defendants deny the allegations of Paragraphs 37 through 39 of the Complaint.

21. Answering the allegations of Paragraph 40 of the Complaint, Defendants repeat and reallege the foregoing.

22. Defendants admit an affidavit is attached, and deny all other allegations of Paragraph 41 of the Complaint.

23. Answering the allegations of Paragraph 42 of the Complaint, Defendants repeat and reallege the foregoing.

24. The allegations of Paragraphs 43 through 50 of the Complaint do not implicate Defendants and therefore do not require an answer from Defendants, but if an answer is required, Defendants deny the same.

FACTS COMMON TO AND INCORPORATED INTO ALL DEFENSES

25. Plaintiffs own Lot 6B.

26. The dominant property, if an easement exists, is Lot 6A.

FOR A SECOND DEFENSE
(Not the Real Party in Interest)

27. Ronald L. Jones transferred all his right, title, and interest in the property at issue to Gayle L. Jones by quit claim deed dated February 28, 2012 and filed in the Berkeley County Register of Deeds office at Book 9344, page 315.

28. Ronald L. Jones is not a real party in interest.

29. Ronald L. Jones must be dismissed from this action.

30. As to Ronald L. Jones, Defendants plead lack of interest as a complete defense.

FOR A THIRD DEFENSE
(Statute of Limitations)

31. Plaintiffs have owned the property continuously since March 12, 2010.
32. Plaintiffs knew or should have known that there might exist an easement on their own property.
33. Plaintiffs have failed to bring their action within the three-year statute of limitations.
34. Defendants plead the statute of limitations as a complete defense.

FOR A FORTH DEFENSE
(Easement, If Any Such Exists, Is No Longer Enforceable So There Are No Damages)

35. Plaintiff's house and garage was constructed no later than November 2006.
36. Plaintiff's fence was, upon information and belief, constructed no later than November 2006.
37. Plaintiff's garage and fence completely block the purported 25-foot easement on the East side of the property.
38. Plaintiff's fence on the West side of the property from the Fire Pit to the property line was built no later than November 2006.
39. Plaintiff's fence on the West side of the property runs across the entire purported easement.
40. Plaintiff's garage and fences were continuously and are currently obstructing the purported easement and were hostile to the use of the purported easement, were open to the view of all who attempted to use the purported easement, were actually in place, were notorious, and provided exclusive possession to Plaintiffs to the exclusion of all the world.

41. Plaintiff's garage and fences have been continuously in place for longer than 10 years.
42. The owner of Lot 6A can no longer enforce any purported easement on Lot 6B.
43. The owner of Lot 6A is estopped from attempting to enforce the purported easement.
44. Because there is no longer an enforceable easement, if ever there were one, Plaintiff cannot assert any damages.
45. Defendants plead no easement and therefore no damages as a complete defense.

FOR A FIFTH DEFENSE
(Purported Easement Never Existed)

46. The granting clause in the deed from Coastal Plains Development Co., Inc. to James J. Monaghan employs language that is confusing and contradictory.
47. There was no grantee in the language Plaintiff relies upon.
48. The language Plaintiff relies upon did not reserve or grant an easement.
49. There is no easement to a third party prior to the deed to Monaghan.
50. If Coastal Plains Development Co., Inc. was attempting to create an easement, it failed to do so.
51. Coastal Plains Development Co., Inc. did not follow the requirement of the common law.
52. Any attempt to create an easement must follow the common law because the common law is the controlling law regarding easements in South Carolina.
53. Failure to follow the requirement of the common law is fatal to any attempt to establish an easement.
54. Defendants plead that no easement ever existed as a complete defense.

FOR A SIXTH DEFENSE
(No Easement Existed)

55. There is no requirement for Lot 6A to have ingress and egress to any identifiable reason on Lot 6B.
56. Lot 6A has access to the marsh on its own boundary.
57. Lot 6A has access to the outside world on its own boundary.
58. An easement over Lot 6B is not necessary to the proper enjoyment of Lot 6A.
59. The purported easement over Lot 6B is not required for the proper enjoyment of Lot 6A.
60. Defendants plead that no easement exists as a complete defense.

FOR AN SEVENTH DEFENSE
(Plaintiffs Cannot Show Damages)

61. There is a grave on Lot 6B as shown by a gravestone.
62. Plaintiffs closed on the house knowing that the gravestone existed on Lot 6B.
63. Plaintiffs were aware that persons related to the deceased are entitled to come onto their property to visit the grave of their relative.
64. Plaintiffs waived any objection to having unknown numbers of strangers access their property when they closed knowing of the marked grave on their new property.
65. A copy of the e-mail from Plaintiffs accepting the property with the gravestone is attached as Exhibit "A."
66. Plaintiffs cannot show any damages from the owners of Lot 6A having access to their property when they are willing to allow unknown numbers of complete strangers to access their property.
67. Defendants plead no damages as a complete defense.

FOR AN EIGHTH DEFENSE
(Easement Waived)

68. Plaintiff's house, garage, and fences were constructed no later than November 2006.

69. The owner of Lot 6A took possession of Lot 6A on or about May 4, 2006.

70. The owner of Lot 6A could have observed the construction of the garage and fences on Lot 6B.

71. The owner of Lot 6A constructed the house on Lot 6A before February 7, 2007.

72. On information and belief, the owner of Lot 6A did not protest the construction of the garage or the fences on Lot 6B at any time up to the present.

73. The owner of Lot 6A has waived any claim to an easement across Lot 6B.

74. Because the owner of Lot 6A has waived any claim to an easement, Plaintiffs have suffered no damages.

75. Defendants plead waiver of the easement by the dominant property owner as a complete defense.

FOR A NINTH DEFENSE
(SCRCP Rule 12(b)(7))

76. Jones claims that the owners of Lot 6B have an easement over her property, Lot 6A.

77. Rogers Townsend & Thomas, P.C. would affirmatively plead and show that the owners of Lot 6A either never had an easement or have waived the easement or are estopped to claim an easement over Lot 6B.

78. Adjudication of the existence *vel non* of the easement in this matter without binding the owners of Lot 6A will fail to provide complete relief to the parties.

79. The owners of Lot 6A have been joined in this action and should remain parties to afford complete relief as to the issues presented.

**FOR A TENTH DEFENSE
AND
PETITION FOR DECLARATORY JUDGMENT**

80. The plaintiffs collectively allege that an easement appurtenant exists granting the owners of Lot 6A the right to traverse the property of Lot 6B.

81. The plaintiffs collectively allege that the easement appurtenant was originally recorded in a deed from James J. Monogham to Benjamin L. Daniel, dated April 4, 2006, and filed in the Register of Deeds office on April 5, 2006 at Deed Book 5506, page 12. A copy of the Deed is attached hereto as Exhibit 1. The plat referenced in the Monogham deed is attached hereto as Exhibit 2.

82. The plaintiffs collectively assert that they have replaced the original easement, which they now call a "Purported Easement," with an easement dated March 15, 2019 and recorded in the Register of Deeds office on March 22, 2019 at RB 2977, page 604. A copy of the 2019 easement is attached hereto as Exhibit 3. Because the line segments referred to in Exhibit 2 are difficult to read, the plat of Lot 6B is attached hereto as Exhibit 4.

83. The plaintiffs' assertions have no effect upon the nature of the "Purported Easement" with respect to their successors. The nature of the "Purported Easement" and its effect upon subsequent owners of the two lots can only be determined by a judgment.

84. A justiciable controversy exists as to the Jones plaintiffs with respect to the original "Purported Easement" in that the Jones plaintiffs assert that they have been damaged because the "Purported Easement" allowed strangers access to their property, and that

Defendants were negligent in failing to alert them to the "Purported Easement" at the time the Jones purchased Lot 6B (the servient estate).

85. A justiciable controversy exists as to the Trustee plaintiffs with respect to the original "Purported Easement" because they and the Jones plaintiffs have entered into the March 2019 easement based upon the uncertain nature of what they describe as of the "Purported Easement."

86. The Defendants' legal rights are affected by the determination of whether the "Purported Easement" is in fact a valid easement, as set forth in the Complaint in this matter.

87. The plaintiffs allege that the "Purported Easement" is valid.

88. The defendants aver that the "Purported Easement" is not a valid easement under the facts of this case.

89. The defendants request that the Court determine the rights of the owners of Lot 6A and Lot 6B under the "Purported Easement."

WHEREFORE, having fully answered, Defendants pray for judgment in their favor, for a determination that the "Purported Easement" is in fact and law invalid, for costs, and for such other and further relief as the Court finds just and fair.

BRUNER, POWELL, WALL & MULLINS, LLC

Warren C. Powell, Jr., S.C. Bar No. 4525

P.O. Box 61110

Columbia, SC 29260

(803) 252-7693

Fax (803) 254-5719

wpowell@brunerpowell.com

Attorneys for Defendants Rogers Townsend

Thomas, PC and Lisa Hostetter

Columbia, South Carolina
March 29, 2019

EX 1

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00055535 Vol: 8806 Pg: 12



Instrument Number: 2008-00055535

As
Deed

Recorded On: April 05, 2008

Parties: MONAGHAN JAMES J

To

DANIEL BENJAMIN L SR

Recorded By: GUTCHIN LAW FIRM

Num Of Pages: 8

Comment:

** Examined and Charged as Follows: **

Deed	10.00				
Recording Charge:	10.00				
		Consideration			
		Amount	88/080		
Deed Tax	0.00		D 7260		
				Deed State Tax	0.00
				Deed County Tax	0.00
EXEMPT					
Tax Charge:	0.00				

RECEIVED

Apr 05, 2008

ASSessor
BERKELEY COUNTY SC
JAMES B. JORDAN
AUDITOR BERKELEY COUNTY SC

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

Document Number: 2008-00055535

Receipt Number: 44128

Recorded Date/Time: April 05, 2008 03:58:24P

Book-Vol/Pg: Bk-R VI-5808 Pg-12

Cashier / Station: D Smith / Cash Station 9

Record and Return To:

GUTCHIN LAW FIRM

885-B JOHNNIED DODDS BLVD

MT PLEASANT SC 29464



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

ELECTRONICALLY FILED - 2019 May 03 2:46 PM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817
2019 Mar 29 4:51 PM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817

After Recording, Please Return to:

William J. Cutchin
CUTCHIN LAW FIRM, PC
985-B Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464

STATE OF SOUTH CAROLINA)

) TITLE TO REAL ESTATE

COUNTY OF BERKELEY)

) Prepared Without Title Search

KNOW ALL MEN BY THESE PRESENTS, THAT I, James J. Monaghan, in the State aforesaid, for and in consideration of the sum of Five Dollars and No Cents (\$5.00), to me in hand paid at and before the sealing of these presents by Benjamin L. Daniel, Sr., in the State aforesaid, for which 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 Benjamin L. Daniel, Sr., his heirs and assigns, forever, in fee simple, the following described real property to wit:

See Schedule "A" attached hereto and incorporated by reference herein.

TOGETHER with all and singular, the Rights, 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 Benjamin L. Daniel, Sr. his Heirs and Assigns forever.

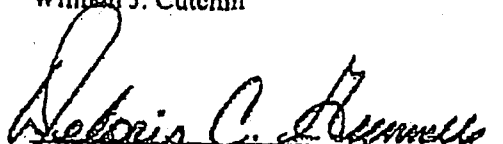
AND I do hereby bind myself and my Heirs, Personal Representatives, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Benjamin L. Daniel, Sr., his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 4th day of April in the year of our Lord Two Thousand Six (2006) and in the Two Hundred Twenty-Ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF


William J. Cutchin

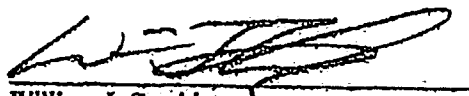

JAMES J. MONAGHAN
Notary Attorney-in-fact


Deloris C. Gunnells

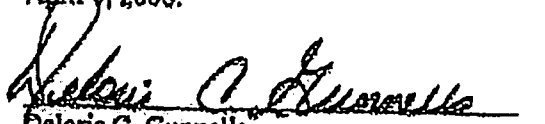
STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PROBATE

PERSONALLY appeared before me William J. Cutchin and made oath that he saw the within named James J. Monaghan sign, seal, and as his act and deed, deliver the within written Deed, and that he with Deloris C. Gunnells witnessed the execution thereof.


William J. Cutchin

SWORN TO before me, this
April 4, 2006.


Deloris C. Gunnells
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: February 4, 2013

ELECTRONICALLY FILED - 2019 May 03 2:46 PM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817
FILED - 2019 May 29 4:51 PM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817

Schedule A

Legal Description (Deed)

ALL my ONE-HALF INTEREST in that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying, and being in ALL that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying, and being in near Cainhoy North of Wando River, Berkeley County, SC and being shown and designated as Lot 6 B on a plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" dated March 17, 2005 prepared by Charles F. Dawley, Jr., R. L.S. and recorded March 22, 2005, in the Office of the Register of Deeds for Berkeley County in Plat Cabinet Q, Page 357A. Reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

EXCEPT: A 25' Ingress/Egress Easement is hereby dedicated and given to all owners and successors of interest in Lot 6A (TMS # 263-00-03-068) as shown on the above-referenced plat, Lot 5 (No. 108 Cainhoy Landing Road, TMS # 263-00-05-005) as shown on the above-referenced plat, Lot 6 (No. 110 Cainhoy Landing Road, TMS # 263-00-05-006) as shown on the above-referenced plat, and Lot 7 (112 Cainhoy Landing Road, TMS # 263-00-05-007) as shown on a plat dated 9/1/86 by Carolina Surveying & Mapping, William H. Dennis, RLS, and entitled "Plat of 45.02 Acres Known as Cainhoy Landing Containing 30 Lots and Depicting As Built Locations of Roads and Easements Located in Berkeley County, South Carolina," as recorded in Plat Cabinet G, page 6, in the RMC Office for Berkeley County. This Easement shall begin on the Northern boundary of the Lot 6B at the point labeled D and extending one-half the way to the point labeled A as shown on the Plat entitled "PLAT SHOWING A SUBDIVISION OF LOT 6, 'RIVERVIEW VILLAGE', CREATING LOT 6A AND 6B, SITUATED AS SHOWN ON ROAD S-8-33, IN WANDO, BERKELEY COUNTY, SOUTH CAROLINA. PRESENTLY OWNED BY DAVID E. HATCHELL AND JOSEPH BARTONE" and shall run down the sides of the Lot shown on said plat as going S 9° 22' 10" W for 154.18', and then continuing on Lines L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, and L11. Therefore, the Easement will almost completely encircle the Lot 6B except for most of the Northern boundary of the Lot. This easement is given in perpetuity and is to run with the land.

This is the same property conveyed to Grantor by deed of Coastal Plains Development Co., dated April 8, 2005 and recorded on August 3, 2005 at Book 4887, Page 64 in the RMC Office of Berkeley County.

Grantee's address: 451-C Jossen Lane, Charleston, SC 29492

TMS # 263-00-03-079

Lawyer Responsible _____

AFFIDAVIT

00055535 Vol: 5806 Pg: 16

STATE OF SOUTH CAROLINA)

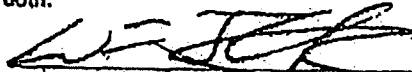
) Date of Transfer of Title

COUNTY OF BERKELEY)

) April 4, 2006

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

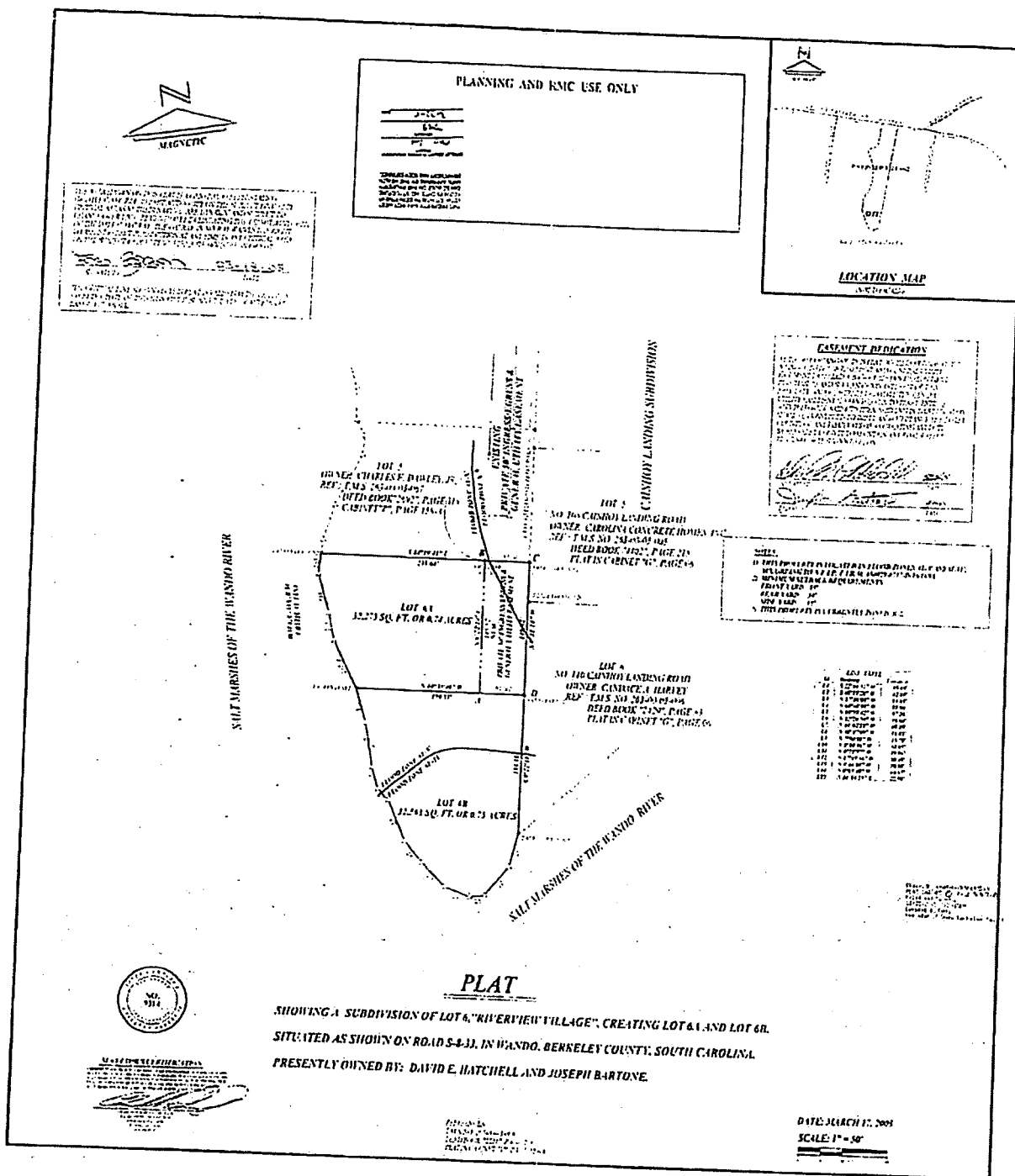
1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by James J. Monaghan to Benjamin L. Daniel, Sr., ON April 4, 2006.
3. Check one of the following: The DEED is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the 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 distribution to a trust beneficiary.
 - (c) X EXEMPT from the deed recording fee because (exemption# 12) (Explanation if required) Transfer to Grantor(s)' Trust(s) (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) XX The fee is computed on consideration paid or to be paid in money or money's worth in the amount of \$5.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
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 \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) XX the amount listed in item 4 above.
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative.
8. I understand that a person required to furnish this affidavit who wilfully 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.


 William J. Cutochin, Legal Representative
 connected with this transaction

Sworn to before me this
 April 4, 2006


 Deloris C. Gunnella
 Notary Public for South Carolina
 My Commission Expires: February 4, 2013

EX 2



EX 3

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 #: 2019009110

Receipt Number: 121752

Return To: WILLIAMS & HULST

Recorded As: AGREEMENT

PO BOX 1288

Recorded On: March 22, 2019

MONCKS CORNER, SC, 29461

Recorded At: 11:55:23 AM

Received From: WILLIAMS & HULST

Recorded By: LYNETTE SHELTON

Parties:

Book/Page: RB 2977: 604 - 616

Direct- JONES, GAYE L

Total Pages: 13

Indirect- THOMAS HUGUENIN GAILLARD REVOCABLE

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$18.00

Tax Charge: \$0.00



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY) ACCESS, MAINTENANCE AND
) JOINT DOCK USE AGREEMENT

THIS ACCESS, MAINTENANCE AND JOINT DOCK USE AGREEMENT (this "Agreement") is made as of this 15 day of MAY, 2019, by and between Gaye L. Jones ("Jones"), as grantor, and Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard Revocable Trust dated April 3, 2007, and Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr. Revocable Trust dated April 3, 2007 (collectively, "Gaillard and Cone"), as grantees.

WITNESSETH:

WHEREAS, Jones is the owner of that certain real property located in Berkeley County, South Carolina, designated as Lot 6B, Berkeley County TMS No. 263-00-03-079, as more particularly described by that certain Quit Claim Deed dated February 28, 2012 and recorded on March 2, 2012 in the Berkeley County Register of Deeds Office ("ROD") in Book 9344, at Page 314, and as shown on that certain plat entitled "Plat Showing a Subdivision of Lot 6, "Riverview Village", Creating Lot 6A and Lot 6B, Situated as Shown on Road S-8-33, in Wando, Berkeley County, South Carolina, Presently Owned by David E. Hatchell and Joseph Bartone" dated March 17, 2005, prepared by Charles F. Dawley, Jr., R.L.S. and recorded March 22, 2005 in the ROD in Plat Cabinet Q at page 357A ("Lot 6 Subdivision Plat"), and in that Plat dated March 24, 2010 recorded in the ROD in Plat Cabinet N at Page 392P, and as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Jones Property"); and

WHEREAS, Gaillard and Cone are the owners of certain real property located in Berkeley County, South Carolina, known as Lot 6A, Berkeley County TMS No. 263-00-03-068, as more particularly described by that certain deed dated May 2, 2011 and recorded on May 6, 2011 in the ROD in Book 8923 at Page 11, and as shown on the Lot 6 Subdivision Plat and as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "Gaillard and Cone Property"); and

WHEREAS, at the request of Jones and Gaillard and Cone, an "Easement Plat of a 10' Private Ingress/Egress & Access Easement through Lot 6B" has been prepared by Thomas & Hutton dated January 25, 2017, a copy of which is attached hereto as Exhibit "C" and incorporated by reference herein (the "Easement Plat"); and

WHEREAS, Jones is the owner of that portion of Lot 6B where a "New Private 10' Ingress/Egress & Access Easement" is located within that part of the area of Lot 6B as shown and delineated on the Easement Plat (this area of Lot 6B hereinafter referred to as "Ingress/Egress & Access Easement Area"); and

WHEREAS, Jones desires to grant to Gaillard and Cone, their heirs, successors, successors-in-title and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and

across the Ingress/Egress & Access Easement Area for the purpose of access, ingress and egress to the Joint Dock (as defined herein), which easement shall run with the title to the Jones Property and the Gaillard and Cone Property; and

WHEREAS, the parties desire to terminate a '25 Ingress/Egress Easement purportedly over Lot 6B in favor of owners and successors of Lot 6A as described in that "Title to Real Estate" dated April 8, 2005 and recorded on August 3, 2005 in the Berkeley County Register of Deeds Office in Book 4887, at Page 65 ("Old Purported Easement"), inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement (as defined herein) and other rights granted to Gaillard and Cone by this Agreement

WHEREAS, the parties desire to construct a joint dock (the "Joint Dock") for the joint and shared use by the present or future owner(s) of the Jones Property and the Gaillard and Cone Property in accordance with the terms and provisions of the joint dock permit therefor issued by the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management ("OCRM"), Permit No. OCRM-01-732-R (the "Dock Permit"), and upon the terms and conditions more particularly set forth herein; and

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits accomplished hereby and the sum of Five and 00/100 (\$5.00) Dollars paid to each other, in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Grant of Dock Access Easement. Jones does hereby grant to Gaillard and Cone, their heirs, successors, successors-in-title, invitees, licensees, lessees and assigns, a non-exclusive, permanent, perpetual, transmissible, appurtenant ingress, egress, and access easement and right-of-way, ten (10) feet in width, upon, over and across the Ingress/Egress & Access Easement Area for the purpose of providing pedestrian and golf cart access, ingress and egress as shown on the Easement Plat to be used jointly and in common with Jones and her family, successors, heirs, assigns, invitees, licensees and lessees for full use and enjoyment in the Ingress/Egress & Access Easement Area in any manner not inconsistent with the rights granted herein ("Dock Access Easement"). subject, however, to the terms and conditions set forth herein. The Parties may also use the Ingress/Egress & Access Easement Area temporarily to allow the parties and their independent contractors to construct, maintain, repair and replace the Joint Dock.

TO HAVE AND TO HOLD, all and singular, subject to terms and conditions set forth herein, the aforesaid Dock Access Easement, unto Gaillard and Cone, their heirs, successors, successors-in-title and assigns, forever.

2. Joint Dock Construction. On or before April 15, 2018, Jones and Gaillard and Cone (each a "Party" and collectively, the "Parties") agree to commence construction or cause the commencement of construction of the Joint Dock in accordance with the terms and provisions of the Dock Permit, the cost of which shall be split between the Parties as follows: Jones: 50%; Gaillard and Cone: 50%. Once construction of the Joint Dock commences, such construction

shall be expeditiously continued until construction the Joint Dock has been completed, lien free, in accordance with the terms and provisions of the Dock Permit.

3. Joint Use and Maintenance of the Joint Dock. Except as otherwise provided herein, the Parties agree that they will share jointly in ownership and use of the Joint Dock. The Parties agree to share jointly in the cost and expense of the Joint Dock, including but not limited to construction, maintenance, repair, insurance, taxes, utilities, permitting fees, repair and replacement of the Joint Dock, including the pier head and the floating dock. The Joint Dock shall be constructed and maintained by the Parties in conformance with the Dock Permit and all applicable OCRM rules, regulations and requirements. The floating dock shall be shared as follows: Jones shall have the exclusive use of one-half of the river side of the floating dock and one-half of the shore side of the floating dock; Gaillard and Cone shall have the exclusive use of the remaining one-half of the river side of the floating dock and the remaining one-half of the shore side of the floating dock. In the event the Joint Dock (including, without limitation, the pier head and floating dock) is damaged or destroyed by fire, storm or other casualty, all repair and/or reconstruction costs shall be shared equally by the Parties, their heirs, successors, successors-in-title and assigns.
4. Use and Maintenance of the Ingress/Egress Easement Area. Except as to the rights herein granted, the Parties shall have the full use and control of the Ingress/Egress & Access Easement Area. The Parties agree that they will make no use of the Ingress/Egress & Access Easement Area which is inconsistent with the uses and the purposes for which the Dock Access Easement has been granted and created, and without limiting the generality of this provision, the Parties agree that no obstructions and no parked cars or permanent structures such as buildings, sheds and other structures shall be placed upon or within the Ingress/Egress & Access Easement Area at any time. Jones, at Jones' sole cost and expense, agrees to remove the existing water well or any other obstruction located within the Ingress/Egress Easement Area which would prevent the use and enjoyment of the Dock Access Easement by the Parties hereto. The Parties agree to jointly restore the Ingress/Egress & Access Easement Area to its original condition, to the extent reasonably possible, including any landscaping or other improvements on the Ingress/Egress & Access Easement Area which are damaged, disturbed or destroyed by reason of any excavation, construction, reconstruction, maintenance or other use of the Ingress/Egress & Access Easement Area. The Parties, for themselves, and for their heirs, successors, successors-in-title and assigns, agree to be jointly responsible for the upkeep, care, maintenance, and servicing of the Ingress/Egress & Access Easement Area to the extent any maintenance, care, and upkeep are warranted, in a good, safe and workmanlike manner, and to keep the same in good condition and repair, without any liens against the Ingress/Egress & Access Easement Area or Jones' adjoining property. The Parties jointly agree to restore, at their expense, the Ingress/Egress & Access Easement Area to its original condition, insofar as reasonably possible, immediately after any maintenance, repair or replacement work is finished. Neither Party shall interfere with the use of the Ingress/Egress & Access Easement Area by the other Party or Parties, their families, successors, successors-in-title, heirs, assigns, invitees, licensees and lessees. Gaillard and Cone agree and understand that the Ingress/Egress & Access Easement Area shall not be paved or otherwise altered from its natural state unless otherwise approved in writing by Jones, in her reasonable discretion. Notwithstanding the foregoing, the Parties may grade the Ingress/Egress & Access Easement Area to the extent necessary for the safe and effective use of same. Any

excessive noise within the Ingress/Egress & Access Easement or on the Joint Dock shall be strictly prohibited.

5. Relocation of Ingress/Egress & Access Easement Area. Jones may relocate the Ingress/Egress & Access Easement Area at her expense and in her reasonable discretion, in the event Grantor desires to utilize further or differently the Jones Property of which the Ingress/Egress & Access Easement Area is a part, provided that the essential purpose of the Dock Access Easement is not altered and further provided that the access granted herein is not materially impaired by such relocation.

6. Termination of Old Purported Easement. Gaillard and Cone have remised, quitclaimed, terminated, cancelled and forever released, and by these presents do hereby remise, quitclaim, terminate, cancel and forever release unto Jones, her heirs and assigns, all of Gaillard and Cone's right, title and interest, if any, in and to the Old Purported Easement, inasmuch as the Old Purported Easement is being replaced with the Dock Access Easement and other rights granted to Gaillard and Cone by this Agreement.

7. Remedies. Should any Party breach its covenants and agreements contained herein, or should payment for any shared costs or expenses not be made in full to the other Party or Parties within thirty (30) days of service of notice as herein provided, then, in such event, the defaulting Party shall forfeit all rights to use the Joint Dock, together with any pier, pierhead, gangways and floating docks as may exist on the Joint Dock, unless and until the payments due hereunder are properly paid with interest at the rate of one and one-half (1 1/2%) percent per month following expiration of the thirty (30) day notice period. The nondefaulting Party shall also have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Party's lot to secure payment of delinquent costs and expenses.

8. Indemnification and Insurance. Each Party agrees to defend and indemnify the other Party, including their successors, heirs, assigns, respective agents, lessees, invitees, and licensees, and hold each other harmless from and against any and all claims, demands, actions, causes of action, damages, liens, losses, liabilities, fines, penalties, costs and expenses, including attorneys' fees and court costs, caused by or in any way attributable to the negligence, gross negligence or willfulness of such indemnitor, or the exercise of any of the rights herein granted or the breach or default of any of the conditions and covenants herein. The Parties agree to jointly maintain liability insurance on the Joint Dock in an amount not less than \$1,000,000 per occurrence, the cost of which shall be a common expense shared jointly by the Parties. The Parties shall all be listed as named insureds in such liability insurance policy.

9. Notice. Notice by one Party to the other Party or Parties shall be given either by registered mail, return receipt requested, overnight delivery, or by hand-delivery to the address provided by such Lot Owner, or if no address is provided, then to the residence located on the Jones Property or the Gaillard and Cone Property, as the case may be. Service of notice shall be deemed effective on the date of deposit with the United States Postal Service, or deposit with a national overnight carrier, and/or date of hand delivery.

10. Amendment. This Agreement may be amended only by written instrument duly executed by the Parties, their heirs, successors, successors-in-title and permitted assigns.

11. Miscellaneous. This Easement is solely for the benefit of the Gaillard and Cone Property that adjoins the Ingress/Egress & Access Easement Area, and may not be assigned by Gaillard and Cone or used by them to benefit other property. The rights, interests and obligations of this Agreement shall run with Gaillard and Cone Property and the Jones Property, and shall be binding upon and inure to the benefit of Jones, her heirs, successors, successors-in-title, assigns, grantees and representatives and Gaillard and Cone and their heirs, successors, successors-in-title, assigns, grantees and representatives. This Agreement shall be governed by the laws of the State of South Carolina.

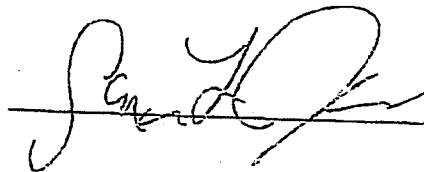
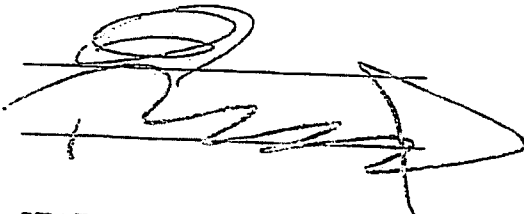
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all Parties hereto, whether or not each counterpart is executed by all Parties hereto, so long as each Party hereto has executed one or more counterparts hereof.

(this space left intentionally blank; signature pages to follow)

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
18th day of February 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Gaye L. Jones

 (SEAL)

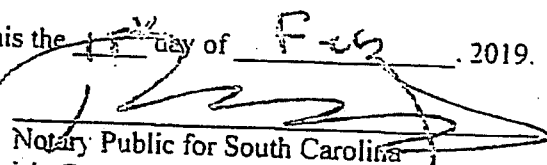
STATE OF SOUTH CAROLINA)

COUNTY OF Berkley)

ACKNOWLEDGMENT

I. Robert D. Moly Notary Public for the State of South Carolina do
hereby certify that Gaye L. Jones. personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official seal this the 18 day of Feb 2019.


Notary Public for South Carolina

My Commission Expires: 12-15-25

IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of March, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas Huguenin Gaillard, as Trustee of the
Thomas Huguenin Gaillard Revocable Trust
dated April 3, 2007

W. M. COMAR
Tammy S. Griffin

Thomas Huguenin Gaillard

(SEAL)

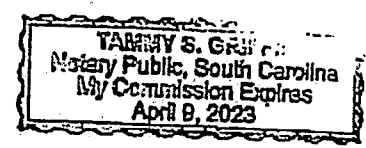
STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas Huguenin Gaillard, as Trustee of the Thomas Huguenin Gaillard
Revocable Trust dated April 3, 2007, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/3/23



IN WITNESS WHEREOF, the undersigned have signed this AGREEMENT this
15 day of March, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas W. Cone, Jr., as Trustee of the Thomas
W. Cone, Jr., Revocable Trust dated April 3,
2007

W. W. Cone, Jr.
Tammy S. Griffin

Thomas W. Cone, Jr. (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I, Tammy S. Griffin, Notary Public for the State of South Carolina do
hereby certify that Thomas W. Cone, Jr., as Trustee of the Thomas W. Cone, Jr., Revocable
Trust dated April 3, 2007, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the 15th day of March, 2019.

Tammy S. Griffin
Notary Public for South Carolina
My Commission Expires: 4/3/23

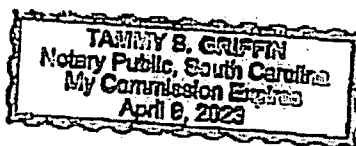


EXHIBIT "A"
DESCRIPTION OF THE JONES PROPERTY

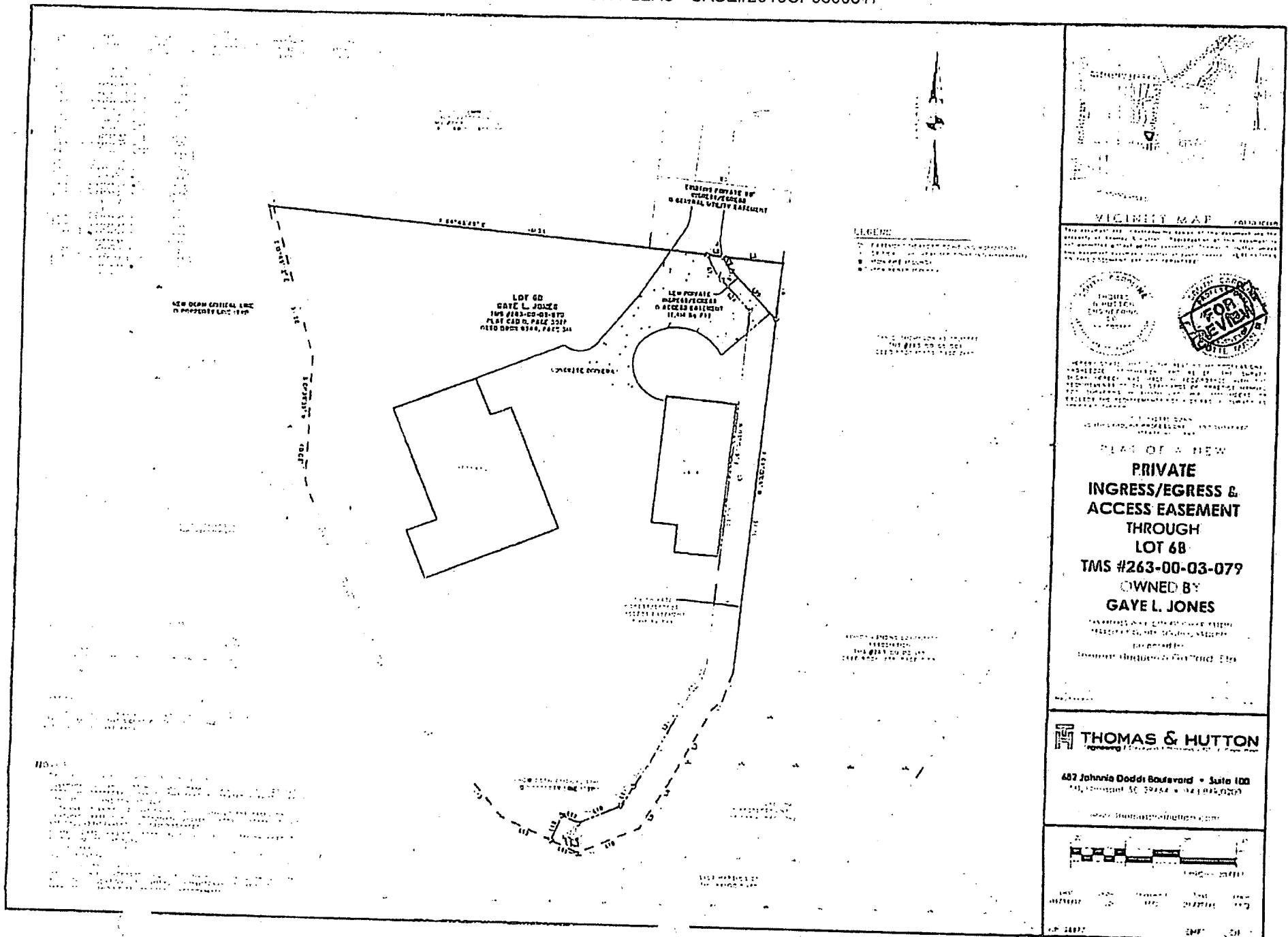
All that lot, piece, or parcel of land, including any and all improvements thereon, situate, lying and bearing near Cainhoy North of Wando River, Berkeley County, South Carolina and being sworn and designated as lot 6B on a plat entitled "plat showing a subdivision of lot 6, "Riverview Village" creating lot 6-A and 6-B situation as shown Road S-8-33, in Wando, Berkeley County, South Carolina. Being more specifically shown and designated on a plat made for Gaye Langley Jones and Ronald L Jones by Peabody and Associates, Inc. dated March 24, 2010 and recorded in Berkeley County in Plat Cabinet N at Page 392P. Reference to said latter plat is hereby craved for a more complete description as to distances, courses, meets and bounds.

EXHIBIT "B"
DESCRIPTION OF THE GAILLARD AND CONE PROPERTY

All that certain lot, piece or parcel of land, including any and all improvements thereon, situate, lying and being near Cainhoy, North of Wando River, Berkeley County, SC, and being shown and designated as "LOT 6A, NEW AREA 47,840 SQ. FT., 1.10 ACRE" on a plat entitled "LOT 4, LOT 5, LOT 6A, RIVERVIEW VILLAGE, 124, 130 & 137 MEMES WAY" dated May 11, 2015, prepared by Matthew E. McBeath, PLS. recorded in the Register of Deeds for Berkeley County, SC on June 8, 2015, in Plat Cabinet S, at Page 138-A, reference to which is hereby craved for a more complete description as to distances, courses, metes and bounds.

TMS No. 263-00-03-066

EXHIBIT "C"
EASEMENT PLAT



EX 4

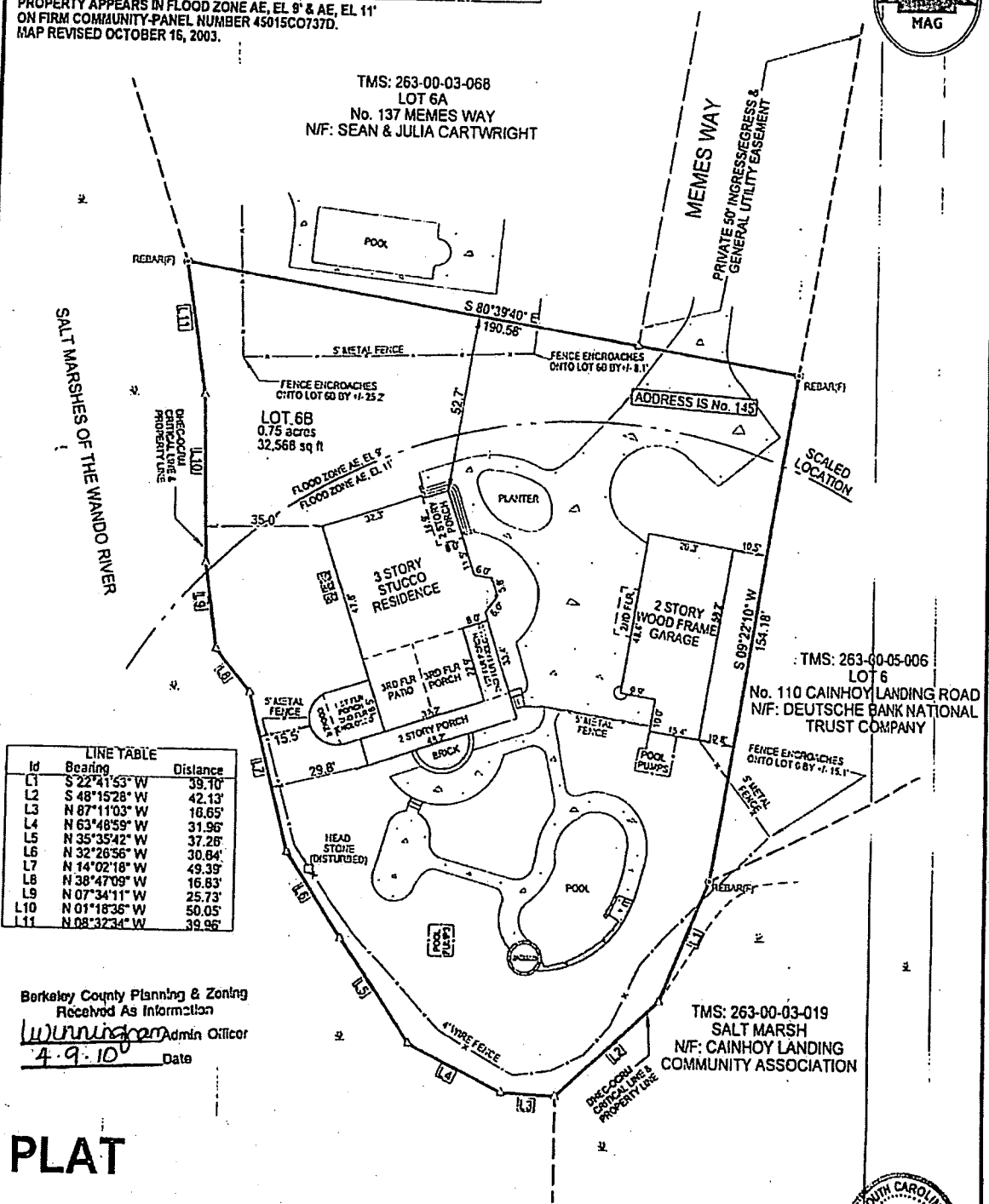
ELECTRONICALLY FILED: 2019 May 03 2:46 PM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817
ELECTRONICALLY FILED: 2019 Mar 26 4:51 PM - BERKELEY - COMMON PLEAS - CASE#2018CP0800817

I CERTIFY THAT THE MEASUREMENTS SHOWN HEREON ARE CORRECT AND THAT THERE ARE NO ENCROACHMENTS OR PROJECTIONS UNLESS SHOWN.

I CERTIFY THAT THE PROPERTY SHOWN HEREON IS IN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO FEMA AND HUD FLOOD HAZARD BOUNDARY MAPS. PROPERTY APPEARS IN FLOOD ZONE AE, EL 9' & AE, EL 11' ON FIRM COMMUNITY-PANEL NUMBER 45015C0737D. MAP REVISED OCTOBER 16, 2003.



TMS: 263-00-03-068
LOT 6A
No. 137 MEMES WAY
N/F: SEAN & JULIA CARTWRIGHT

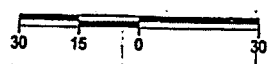


LINE TABLE		
Id	Bearing	Distance
L1	S 22°41'53" W	39.10'
L2	S 48°15'28" W	42.13'
L3	N 87°11'03" W	16.65'
L4	N 63°48'59" W	31.96'
L5	N 35°35'42" W	37.28'
L6	N 32°26'56" W	30.84'
L7	N 14°02'18" W	49.39'
L8	N 38°47'09" W	16.83'
L9	N 07°34'11" W	25.73'
L10	N 01°18'38" W	50.05'
L11	N 08°32'34" W	39.96'

Berkeley County Planning & Zoning
Received As Information
W. W. W. W. Admin Officer
4-9-10 Date

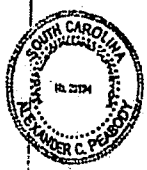
PLAT

OF LOT 6B, RIVERVIEW VILLAGE,
WANDO, BERKELEY COUNTY.
BEING CONVEYED TO GAYE LANGLEY JONES & ROBERT L. JONES.



SCALE: 1" = 30'
DATE: MARCH 24, 2010
REF: PLAT CAB. "Q", PG. 357-A
TMS: 263-00-03-079

Alexander C. Peabody
ALEXANDER C. PEABODY, PLS
PEABODY & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYING
P.O. BOX 22646, CHARLESTON, SC 29413
OFFICE 843-723-5225 MOBILE 843-270-4847



BERKELEY COUNTY
SOUTH CAROLINA