

In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons Jr., Circuit Court Judge

Docket Case No. 2018-CP-23-00883
Appellate Case No. 2019-001518

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SC Court of Appeals

Laurel Grove, LLC, ... Respondent,

VS.

Frances Lee Farmer Sullivan, Marcus Lynn Farmer, Nelson Eugene Farmer, Peaches Shawn Farmer, John Anthony Pelzer, Thomas Farmer, Tara Smith, the Heirs of Kimberly Bean, L'Kita Brown, Margaret Lois Brown, Robert Brown and Willie Brown as officers, directors, and/or shareholders of the Holy Temple of God Faith Healing Church, Estate of Lula Mae Knox, Shirley Miller, Norma Williams, Juanita Smith, Evelyn Byrd, James Brown, Norman Smith, Robert Smith, Catherine Stroble, Sharon Brown, the Greenville County Tax Collector, John Doe representing any and all known and unknown heirs of the following individuals who may claim an interest in the Property: Willie R. Brown a/k/a Willie Ruth Brown a/k/a Willie Lee Farmer Brown a/k/a Willie Lee Wilson, Robert R. Brown a/k/a Robert Russell Brown a/k/a Robert Russell Roland Brown, Mary Elizabeth Farmer Crudup, Nelson Farmer, Donnie Rae Farmer, Richard Earle Farmer, Nazeae Jefferson a/k/a Zeon Jefferson, Annie Ruth Farmer Pelzer, Willie Rufus Farmer, Kimberly Bean, Lula Mae Knox, Theodore Byrd, Michael Jerome Smith, and as Defendants whose names are unknown claiming any right, title estate, interest in, or lien upon the real estate described in the Complaint herein, any known adults, their heirs and assigns and all other persons, firms or corporations entitle to claim under by or through the above-named Defendants, being as a class designated as Richard Roe, and any unknown infants or persons under disability being a class designated as Jane Doe, Defendants.
Of Whom, Juanita Smith, Evelyn Byrd, Shirley Miller, and Sharon Brown are the Appellants .

RECORD ON APPEAL

APPELLANTS OF RECORD:

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APPELLANT

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APPELLANT

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STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

THIRTEENTH JUDICIAL CIRCUIT

Laurel Grove, LLC,)

Case No. 2018-CP-23-00883

Plaintiff,)

v.)

**ORDER –
OWNERSHIP OF PROPERTY**

Frances Lee Farmer Sullivan, Marcus Lynn)
Farmer, Nelson Eugene Farmer, Peaches)
Shawn Farmer, John Anthony Pelzer,)
Thomas Farmer, Tara Smith, the Heirs of)
Kimberly Bean, L’kita Brown, Margaret)
Lois Brown, Robert Brown and Willie)
Brown as officers, directors and/or)
shareholders of the Holy Temple of God)
Faith Healing Church, The Estate of Lula)
Mae Knox, Shirley Miller, Norma Williams,)
Juanita Smith, Evelyn Byrd, James Brown,)
Norman Smith, Robert Smith, Catherine)
Stroble, Sharon Brown, the Greenville)
County Tax Collector, John Doe)
representing any and all known and)
unknown heirs of the following individuals)
who may claim an interest in the Property:)
Willie R. Brown a/k/a Willie Ruth Brown)
a/k/a Willie A. Brown a/k/a Willie Lee)
Farmer Brown a/k/a Willie Lee Wilson,)
Robert R. Brown a/k/a Robert Russell)
Brown a/k/a Robert Russell Roland Brown,)
Mary Elizabeth Farmer Crudup, Nelson)
Farmer, Donnie Rae Farmer, Richard Earle)
Farmer, Nazeae Jefferson aka Zeon)
Jefferson, Annie Ruth Farmer Pelzer, Willie)
Rufus Farmer, Kimberly Bean, Lula Mae)
Knox, Theodore Byrd, Michael Jerome)
Smith, and as Defendants whose names are)
unknown claiming any right, title estate,)
interest in, or lien upon the real estate)
described in the Complaint herein, any)
known adults, their heirs and assigns and all)
other persons, firms or corporations entitle)
to claim under by or through the above-)
named Defendants, being as a class)

designated as Richard Roe, and any)
 unknown infants or persons under disability)
 being a class designated as Jane Doe.)
)
 Defendants.)

This matter came before the Court in order to determine ownership of the real property which is the subject of the above captioned matter prior to addressing the Partition which remains pending.

A hearing on this matter was held on February 6, 2019 at 9:00 a.m. Present at the hearing was Aimee V. Leary, Esq., attorney for the Plaintiff, Megan Goodwin Burke, Esq., Guardian Ad Litem, Jeffrey D. Wile, attorney for Greenville County, and the following Defendants: Norma Williams, Frances Sullivan, Shirley Miller, Peaches Farmer, Margaret Brown, Tyron Brown, L'Kita Brown, Norman Smith and Alfred Williams, all *pro se* Defendants.

Having reviewed the exhibits, pleadings and having heard testimony and reviewing the evidence submitted by Plaintiff, the Guardian Ad Litem and the Defendants present at the hearing, this Honorable Court finds as follows:

1. Plaintiff, Laurel Grove, LLC (hereinafter "Plaintiff"), filed a Summons, Complaint and Lis Pendens on or about February 15, 2018 seeking a decree from the Court to Partition the real property which is the subject of action.

2. The subject property is located in Greenville County, South Carolina and is described herein as follows:

All that piece, parcel and tract of land situate, lying and being in the County of Greenville, State of South Carolina and being shown on a Plat for Hannah Mae Latta Gray dated January 13, 1989 prepared by C.O. Riddle Surveying Company and being designated on said plat as "3.00 acres" acres and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the joint corner of the subject property and the property (now or formerly) of Grady D. Neely and the property (now or formerly)

of Elford and Leonard Thompson, and running thence with the line of the said Neely property, N. 4-52 E. 330.82 feet to an iron pin, joint corner with property of Etta T. Able; thence with the line of said Able property, N. 44-50 E. 414.70 feet to an iron pin, joint corner of the property of the grantor designated on the said plat as "Hannah Mae Gray 3.86 acres"; thence running with the line of said property, S. 47-22 E. 256.3 feet to an iron pin on the line of property now or formerly of Elford and Leonard Thompson; thence with the line of said Thompson property, S. 48-31 W. 679.47 feet to the point of beginning.

TMS #: 0550.02-01-003.32 (hereinafter the "Property").

3. The Property was conveyed to Willie L. Brown (Willie Brown) (1/3 interest), Robert R. Brown (Robert Brown) (1/3 interest) and Holy Temple of God Faith Healing Church (Holy Temple) (1/3 interest) by deed of Hannah Mae Latta Gray dated February 3, 1989 and recorded on February 7, 1989 in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 1352 at Page 309. Holy Temple is no longer an active entity, organization or group.

4. Willie Brown and Robert Brown were also equal shareholders of Holy Temple's 1/3 interest in the Property.

5. Willie Brown and Robert Brown were married in Greenville County on September 2, 1969.

6. Upon her death, Willie Brown was survived by her husband, Robert Brown, as well as several children whom all preceded her marriage to Robert Brown. Willie Brown and Robert Brown never had any children together. Wherefore, Willie Brown's interest in the Property (1/3 interest + 1/2 interest in Holy Temple's 1/3 interest) passed 1/2 to her surviving husband and 1/2 to her children.

7. The children of Willie Brown are as follows:

A. Frances Lee Farmer Sullivan (citizen and resident of Greenville County, South Carolina);

- B. Mary Elizabeth Farmer Crudup (died June of 1989);
 - i. Mary Crudup never had children.
- C. Nelson Farmer (died March 2011: 2014-ES-23-00136);
 - i. At the time of his death, Nelson had two children, Marcus Lynn Farmer and Nelson Eugene Frammer.
- D. Donnie Rae Farmer (died February 17, 1991: 1991-ES-23-01376);
 - i. At the time of his death, Donnie had one daughter, Peaches Shawn Farmer.
- E. Richard Earle Farmer (died January 2008: 2008-ES-23-01100);
 - i. Richard had one son, Nazeae Jefferson aka Zeon Jefferson who passed away in 2008 without children.
- F. Annie Ruth Farmer Pelzer (died February 1991); and
 - i. At the time of his death, Annie had one child, John Anthony Pelzer.
- G. Willie Rufus Farmer (died April 14, 1995: 1995-ES-23-01201).
 - i. At the time of his death, Willie had three children, Thomas Farmer, Tara Smith and Kimberly Bean. Kimberly Bean passed away (probate status unknown) and never had any children.

8. Robert Brown was survived by a daughter, Lula Mae Knox (who is deceased), and a son, Robert Lee Brown (hereinafter "Robert Brown II") (who is deceased). Both children predated his marriage to Willie Brown. Therefore, his 75% interest in the Property (1/6 from Willie Brown, 1/3 from vesting Deed, 1/6 from his interest in Holy Temple and 1/12 from Willie

Brown's interest in Holy Temple) passed 1/2 to Lula Mae Knox (0.375 total interest) and 1/2 to Robert Brown II (0.375 total interest).

9. Lula Mae Knox died on March 3, 2011. The Estate of Lula Mae Knox is pending in Spartanburg County, South Carolina (Case No.: 2014-ES-42-01854). The Estate file has been inactive since 2015.

10. Robert Brown II was married to Margaret Harrison Brown and they had one child together, Robert Brown III. Both Margaret Harrison Brown and Robert Brown III predeceased Robert Brown II.

11. At the time of his death, Robert Brown III had a daughter, L'kita Brown.

12. At the time of his death, Robert Brown II was married to Margaret Lois Brown.

13. Robert Brown II died on or about December 20, 2004; his estate was never probated. Upon his death, Margaret Lois Brown and L'kita Brown inherited a 0.375 interest in the Property which was evenly split between them.

14. The below named Defendants were served on the identified dates by personal service with the Summons, Complaint and Lis Pendens. Affidavits of Service were previously filed with the Court.

- A. Frances Lee Farmer Sullivan: March 15, 2018
- B. Marcus Lynn Farmer: February 25, 2018
- C. Nelson Eugene Farmer: March 14, 2018
- D. Peaches Shawn Farmer: March 22, 2018
- E. John Anthony Pelzer: February 22, 2018
- F. Thomas Demtrise Farmer: February 17, 2018
- G. Tara Smith: February 22, 2018

- H. Shirley Miller: February 19, 2018
- I. Norma Williams: February 19, 2019
- J. Juanita Smith: February 19, 2018
- K. James Brown: February 20, 2018
- L. Norman Smith: February 19, 2018
- M. Sharon Brown: February 20, 2018
- N. Catherine Stroble: March 9, 2018

15. Evelyn Byrd was served by way of an Acceptance of Service dated February 23, 2018. A copy of the same was previously filed with the Clerk of Court.

16. L'Kita Brown and Margaret Lois Brown were served by way of Acceptances of Service dated February 23, 2018. Copies of the same were previously filed with the Clerk of Court.

17. The Greenville County Tax Collector was served by way of an Acceptance of Service dated February 15, 2018. A copy of the same was previously filed with the Clerk of Court.

18. Plaintiff petitioned the Court for an Order allowing service by publication as to the Defendants, Willie R. Brown a/k/a Willie Ruth Brown a/k/a Willie A. Brown a/k/a Willie Lee Farmer Brown a/k/a Willie Lee Wilson, Robert R. Brown a/k/a Robert Russell Brown a/k/a Robert Russell Roland Brown, Mary Elizabeth Farmer Crudup, Nelson Farmer, Donnie Rae Farmer, Richard Earle Farmer, Nazeae Jefferson aka Zeon Jefferson, Annie Ruth Farmer Pelzer, Willie Rufus Farmer, Kimberly Bean, Lula Mae Knox, Theodore Byrd, Michael Jerome Smith, and any Defendants whose names are unknown claiming any right, title estate, interest in, or lien upon the real estate described in the Complaint herein, any known adults, their heirs and assigns

and all other persons, firms or corporations entitle to claim under by or through the above-named Defendants, being as a class designated as Richard Roe, and any unknown infants or persons under disability being a class designated as Jane Doe (hereinafter the "Unknown Defendants").

19. An Order for Publication was entered on or about March 25, 2018.

20. Service on all Unknown Defendants was made by publication for three (3) consecutive weeks in The Greenville News and the Spartan Weekly News as evidenced by the Publishers' Affidavits filed with the Clerk of Court on April 24, 2018.

21. The Greenville County Tax Collector filed an Answer on February 19, 2018.

22. An Answer was filed on April 6, 2018 by Richard W. Vieth on behalf of the following Defendants: Frances Lee Farmer Sullivan, Marcus Lynn Farmer, Nelson Eugene Farmer, Peaches Shawn Farmer, John Anthony Pelzer, Thomas Farmer, Tara Smith, Shirley Miller, Norma Williams, Juanita Smith, Evelyn Byrd, James Brown, Norman Smith, Robert Smith, Catherine Stroble, and Sharon Brown. Vieth was subsequently relieved as counsel by way of an Order dated December 3, 2018.

23. Catherine Stroble entered a pro se Answer which was filed on April 12, 2018.

24. The following Defendants are currently in default as evidenced by the Affidavit of Default filed with the Court on May 21, 2018:

- A. Robert Brown and Willie Brown as officers, directors and/or shareholders of the Holy Temple of God Faith Healing Church;
- B. L'kita Brown;
- C. Margaret Lois Brown; and
- D. The Unknown Defendants.

25. A Consent Order for the Appointment of Guardian Ad Litem was entered on or about June 26, 2018 appointing Megan Goodwin Burke, Esq. to serve as Guardian Ad Litem as to all unknown persons who claim to have any right, title or interest in the subject property.

26. Defendants were notified of the time, date and place of the hearing in the matter greater than ten (10) days of the date of this hearing by the Notice of Hearing sent by the Court via U.S. Mail on November 27, 2018.

27. That at a hearing held on February 6, 2019, ownership of the Property as plead in the Complaint was presented by the Plaintiff and was consented to by the Defendants present.

28. Any potential interest in the Property by any Unknown Defendants was eliminated through testimony presented by the appearing Defendants and the Guardian Ad Litem.

29. That with consent of all parties present, the Holy Temple of God Faith Healing Church was judicially dissolved and Holy Temple's one-third (1/3) interest in the Property transferred one-half (1/2) to Willie Brown and one-half (1/2) to Robert Brown.

30. Wherefore, Plaintiff is entitled to an order declaring that ownership of the Property is as follows:

- A. Plaintiff - 0.375 interest
- B. Children of Willie Brown – 0.25 interest (total)
 - i. Frances Lee Farmer Sullivan – 1/20 interest (0.05 percent)
 - ii. Marcus Lynn Farmer – 1/40 interest (0.025 percent)
 - iii. Nelson Eugene Farmer - 1/40 interest (0.025 percent)
 - iv. Peaches Shawn Farmer - 1/20 interest (0.05 percent)
 - v. John Anthony Pelzer - 1/20 interest (0.05 percent)
 - vi. Thomas Farmer - 1/40 interest (0.025 percent)
 - vii. Tara Smith – 1/40 interest (0.025 percent)
- C. The Estate of Lula Mae Knox - 0.375 interest

31. Moreover, that Plaintiff is entitled to an order declaring that title to the Property is free and clear of any and all adverse interests, encumbrances and other claims by any Defendants and Unknown Defendants not identified in Paragraph 30, subject to any and all rights as plead by the Greenville County Tax Collector.

32. The Court advised all appearing Defendants of the nature of the lawsuit and their right to seek distribution, division or sale of the property. The Court further strongly recommended to them again to retain legal counsel for the remaining issues.

IT IS THEREFORE ORDERED, DECREED AND ADJUDGED, that ownership to the above referenced Property as described in Paragraph 30 above is confirmed, which is incorporated herein by reference, that the Property is free and clear of any and all adverse interests, encumbrances and other claims by the Defendants and Unknown Defendants and that ownership of the Property as identified in Paragraph 30 above is vested with 100% fee simple title, subject to any and all rights claimed by the Greenville County Tax Collector's Office.

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW



Greenville Common Pleas

Case Caption: Laurel Grove LLC vs. Frances Lee Farmer Sullivan , defendant, et al

Case Number: 2018CP2300883

Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2019-02-21 16:18:40 page 10 of 10

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Laurel Grove, LLC,)

Plaintiff,)

vs.)

Frances Lee Farmer Sullivan, et al,)

Defendants.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. No.: 2018-CP-23-00883

ORDER

Pursuant to the Order filed April 12, 2019, and since the parties have been unable to agree to the value of the parcel, the real property involved herein has now been appraised. The verified/notarized appraisal, which has been filed with the Clerk of Court's Office, was performed by two MAI appraisers with Valbridge Property Advisors, a national real property evaluation firm. Both are disinterested appraisers and licensed in this State.

Their opinion as set forth in their 69 page report, and which is expressly based upon an assumption of legal access as contended by Ms. Sharon Brown to the otherwise landlocked parcel, is that the parcel has a total value of \$100,000.00. Further, and as noted in the Order filed April 12, 2019, the appraiser's fee shall be paid from sales proceeds or other sources of funding at the conclusion of this case. The appraiser's fee, pursuant to the invoice filed with the Report, is \$1200.00

Pursuant to 15-61-360(D), any party to the proceeding may file a written objection with the court (and also file with the Clerk of Court) to the appraisal no later than thirty days after notice is sent. Said objection shall state the grounds for the objection. Notice is being given to all parties by way of this Order, and shall also be given by Plaintiffs' counsel.

Pursuant to 15-61-360(F), which requires a hearing not sooner than sixty days after notice, a 2 hour hearing is set for July 29, 2019 at 10:00 a.m.,¹ in Courtroom 5 of the Greenville County Courthouse at 305 East North Street, Greenville SC 29601 to ultimately and finally determine the fair market value of the property, and all other outstanding issues. Attendance by either appraiser, Mr. Glenn or Mr. Haskell, shall be required. Further, any party shall, at that hearing, be allowed to present admissible evidence of value of the parcel and to question the above appraiser as to the basis of their valuation opinion.

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE TO FOLLOW

¹ On the morning of May 10, 2019, the Court's docket coordinator emailed all attorneys and Ms. Sharon Brown seeking an agreed upon date and time to set this hearing. All had until 12:00 noon May 13, 2019 to respond. After hearing from all except Ms. Brown, all agreed on this date and time.



Greenville Common Pleas

Case Caption: Laurel Grove LLC vs. Frances Lee Farmer Sullivan , defendant, et al
Case Number: 2018CP2300883
Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2019-05-14 15:25:46 page 2 of 2

A Certified Copy
Paul B. Wilkerson
Clerk of Court C.P. & G.S.
Greenville County, SC
Dated 5/15/19

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Laurel Grove, LLC,)

Plaintiff,)

v.)

Frances Lee Farmer Sullivan, Marcus Lynn)
 Farmer, Nelson Eugene Farmer, Peaches)
 Shawn Farmer, John Anthony Pelzer,)
 Thomas Farmer, Tara Smith, the Heirs of)
 Kimberly Bean, L'kita Brown, Margaret)
 Lois Brown, Robert Brown and Willie)
 Brown as officers, directors and/or)
 shareholders of the Holy Temple of God)
 Faith Healing Church, The Estate of Lula)
 Mae Knox, Shirley Miller, Norma Williams,)
 Juanita Smith, Evelyn Byrd, James Brown,)
 Norman Smith, Robert Smith, Catherine)
 Stroble, Sharon Brown, the Greenville)
 County Tax Collector, John Doe)
 representing any and all known and)
 unknown heirs of the following individuals)
 who may claim an interest in the Property:)
 Willie R. Brown a/k/a Willie Ruth Brown)
 a/k/a Willie A. Brown a/k/a Willie Lee)
 Farmer Brown a/k/a Willie Lee Wilson,)
 Robert R. Brown a/k/a Robert Russell)
 Brown a/k/a Robert Russell Roland Brown,)
 Mary Elizabeth Farmer Crudup, Nelson)
 Farmer, Donnie Rae Farmer, Richard Earle)
 Farmer, Nazeae Jefferson aka Zeon)
 Jefferson, Annie Ruth Farmer Pelzer, Willie)
 Rufus Farmer, Kimberly Bean, Lula Mae)
 Knox, Theodore Byrd, Michael Jerome)
 Smith, and as Defendants whose names are)
 unknown claiming any right, title estate,)
 interest in, or lien upon the real estate)
 described in the Complaint herein, any)
 known adults, their heirs and assigns and all)
 other persons, firms or corporations entitle)
 to claim under by or through the above-)
 named Defendants, being as a class)
 designated as Richard Roe, and any)
 unknown infants or persons under disability)

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Case No. 2018-CP-23-00883

**ORDER ESTABLISHING VALUE OF
PROPERTY**

being a class designated as Jane Doe.)
)
Defendants.)

This matter comes before the Court yet again upon the Plaintiff's Complaint to partition a three (3) acre parcel of real property located in Greenville County and identified as Tax Map No. 0550.02-01-003.32.

A hearing to determine ownership of the property was held on February 6, 2019, resulting in an Order (Ownership of Property) being filed on February 22, 2019. A hearing was then held on March 19, 2019 in an attempt to determine the value of the property, which resulted in an Order being filed on April 12, 2019 wherein the Court appointed Tripp Glenn, MAI, to appraise the real property which is the subject of this action. This was due to the fact that the parties could not arrive at a common value of the parcel at the March 19, 2019 hearing or any resolution of the issues herein. The Order required Glenn to submit a written appraisal to the Court and the parties within thirty (30) days and to further opine whether the property could reasonably be partitioned in-kind or would it need to be disposed of in whole. Moreover, the Order provided that the cost of the appraisal would be paid equally by the parties or paid from any future sales proceeds.

The Court then entered an Order on May 15, 2019 which identified the \$100,000.00 value given in the 69 page report and appraisal submitted by Glenn and the procedures for the parties to object to the appraisal. After this Order and valuation being served upon all attorneys and parties, there was only one objection filed, that being filed by Sharon Brown on June 5, 2019.

A hearing to determine the property's value was noticed to the parties through the May 15, 2019 Order and set for July 29, 2019 at 10:00 a.m. as the hearing date and time. A Notice of Hearing was also mailed by the Plaintiff to all known addresses of the *pro se* Defendants.

On July 29, 2019, the hearing to determine the value of the property was held. Counsel for Plaintiff appeared, as did Ms. Burke, the attorney GAL, Mr. Wile, the Greenville County attorney, and several of the *pro se* Defendants, including Sharon Brown. At the hearing, testimony was taken from Tripp Glenn, the MAI designated appraiser appointed by the Court, as well as Dave Batson, an apprentice appraiser, who was hired by one or more of the *pro se* Defendants to provide value testimony regarding the subject property. The Court, despite the fact that most were in default, also heard from any of the appearing Defendants who wished to make statements or participate in the proceeding.

Mr. Glenn, who has extensive experience in appraising real estate in the Greenville area and stated that he has testified in court as an expert appraiser multiple times, opined in his Report and in court that the three (3) acre parcel has a value of \$100,000.00 and, from a practical standpoint, should not be divided in-kind. He further testified that while technically the three (3) acre parcel could be divided into the respective ownership shares as established in the Order filed February 22, 2019, it would so diminish the cumulative value of the parcel as to render it of no value to all owners since it would have to be divided into multiple shares as small as 0.025. Mr. Glenn's valuation report was also concurred in, although he did not testify, by the managing member of the national appraisal firm Mr. Glenn works with, who is also an MAI designated appraiser. Mr. Glenn also testified that his charge for the appraisal was \$1200.00 and he submitted a post-hearing charge for his time in testifying in the amount of \$400.00.

Mr. Batson, who is not yet a licensed appraiser, testified that his opinion of the value of the parcel was \$165,000.00. No Report of Mr. Batson was introduced. Mr. Batson also shared concerns about the feasibility of the parcel being divided into shares as small as 0.025. He testified that he had been paid \$250.00 for his work.

After hearing from the appraisers, counsel for Greenville County stated that the County took no position in the litigation. Ms. Burke, the GAL, stated she felt it most appropriate for the unknowns, etc. that she was appointed to represent, that the Court accept the valuation and analysis as given by Mr. Glenn. Plaintiff also asked that the valuation of Mr. Glenn be accepted by the Court. The *pro se* Defendants who participated felt that the value given by Mr. Batson should be accepted by the Court.

The Court also allowed Ms. Brown and any other appearing *pro se* Defendants to state any reasons on the record that the Court, as requested by Ms. Brown in her OBJECTION TO THE APPRAISAL filed June 5, 2019, should recuse itself for a lack of "ability to be impartial". It appears that the substance of the issues raised by Ms. Brown related to her concerns that the Court had been trying to proceed with the issues in a manner in which she felt was inappropriate as to timing, etc. and that the Court's staff had contact with the attorneys about scheduling the case for hearings, etc.

From the testimony and evidence submitted, pursuant to S.C. Code § 15-61-360, I find and conclude as follows:

1. The value of the three (3) acre parcel of real property, as testified to and supported by the 69 page Report of Mr. Glenn and the supervising MAI in his office, is \$100,000.00;
2. That payment of the Court appointed appraiser Mr. Glenn (total of \$1600.00) and of Mr. Batson (total of \$250.00) shall be paid equally by all parties or paid from any future sale proceeds;
3. That pursuant to 15-61-370 and 15-61-380, no cotenant has formally offered to buy out some or all of the interests of the others in the parcel. This is even after every prior hearing where the Court strongly encouraged the parties to make any

such offers they deemed appropriate to each other or to Plaintiff's counsel. Further, at no point have all or even a majority of the *pro se* Defendants submitted any plan whatsoever to the Court for a resolution of the issues herein. And, to further complicate matters, as established by the Court in the Order of February 22, 2019, 37.5% of the ownership of the parcel is owned in the un-probated estate of Lula Mae Knox, making ownership of this share an unknown. Finally, and while the Court is mindful that at least some of the *pro se* Defendants have expressed strong sentimental ties to the parcel, Ms. Brown, who is not an attorney but has acted as a spokesperson for at least some of the other *pro se* Defendants, has presented no basis or authority to the Court to establish that she has the consensus of some part or all of the *pro se* Defendants to present any alternative other than what the Court believes the law requires.

4. That the Court has considered the factors set forth in 15-61-390 and is unable to find that the parcel can be practically divided among the cotenants or, for that fact, that this is even the desire of a significant percentage of the *pro se* Defendants. Further, and as noted above, ownership of the 37.5% interest of the Estate of Lula Mae Knox has never been determined or established. Rather, the evidence overwhelmingly establishes that the Court's requiring an in-kind division, to the extent such was even a possibility, would result in manifest injury to the cotenants as a group.
5. In light of the above, the Court will allow the parties 30 days, in accordance with 15-61-400, to agree upon a realtor to list the property for sale. In the event this does not occur, the Court shall appoint a licensed realtor, in accordance with 15-61-400, after the expiration of 40 days of this Order being filed and served upon

all parties, to have an open market listing and sale of the entire tract with proceeds being divided, after payment of any and all costs, the appraisers fees, and a 6% relators commission, in accordance with the Order of February 22, 2019. It is again the hope of the Court that by allowing this 40 day period, the parties will present to each other and/or to Plaintiff's counsel a written offer to either purchase the respective interest's in the parcel or to sell the interests in the parcel. In the event this does not happen, then the parcel will be listed with the realtor chosen by the Court. If the parcel is not under contract to the highest and best offer as determined by the realtor, and in accordance with 15-61-400, within 90 days of the listing, then the parcel shall be sold with no minimum price at the next available monthly Greenville County Courthouse auction and in accordance with the usual and customary terms and conditions of said sale.

6. That the Court finds no factual or legal basis for Ms. Brown's request that the Court recuse itself and the same is hereby denied.

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW



Greenville Common Pleas

Case Caption: Laurel Grove LLC vs. Frances Lee Farmer Sullivan , defendant, et al
Case Number: 2018CP2300883
Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2019-08-09 09:12:18 page 7 of 7

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Laurel Grove, LLC,)

Plaintiff,)

v.)

Frances Lee Farmer Sullivan, Marcus Lynn)
 Farmer, Nelson Eugene Farmer, Peaches)
 Shawn Farmer, John Anthony Pelzer,)
 Thomas Farmer, Tara Smith, the Heirs of)
 Kimberly Bean, L'kita Brown, Margaret)
 Lois Brown, Robert Brown and Willie)
 Brown as officers, directors and/or)
 shareholders of the Holy Temple of God)
 Faith Healing Church, The Estate of Lula)
 Mae Knox, Shirley Miller, Norma)
 Williams, Juanita Smith, Evelyn Byrd,)
 James Brown, Norman Smith, Robert)
 Smith, Catherine Stroble, Sharon Brown,)
 the Greenville County Tax Collector, John)
 Doe representing any and all known and)
 unknown heirs of the following individuals)
 who may claim an interest in the Property:)
 Willie R. Brown a/k/a Willie Ruth Brown)
 a/k/a Willie A. Brown a/k/a Willie Lee)
 Farmer Brown a/k/a Willie Lee Wilson,)
 Robert R. Brown a/k/a Robert Russell)
 Brown a/k/a Robert Russell Roland Brown,)
 Mary Elizabeth Farmer Crudup, Nelson)
 Farmer, Donnie Rae Farmer, Richard Earle)
 Farmer, Nazeae Jefferson aka Zeon)
 Jefferson, Annie Ruth Farmer Pelzer, Willie)
 Rufus Farmer, Kimberly Bean, Lula Mae)
 Knox, Theodore Byrd, Michael Jerome)
 Smith, and as Defendants whose names are)
 unknown claiming any right, title estate,)
 interest in, or lien upon the real estate)
 described in the Complaint herein, any)
 known adults, their heirs and assigns and all)
 other persons, firms or corporations entitle)
 to claim under by or through the above-)
 named Defendants, being as a class)

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Case No. 2018-CP-23-_____.

SUMMONS

designated as Richard Roe, and any)
 unknown infants or persons under disability)
 being a class designated as Jane Doe.)
)
 Defendants.)
 _____)

TO THE DEFENDANTS ABOVE-NAMED:

You are hereby summoned and required to Respond to the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint, upon the subscriber at 103-C Regency Commons Drive Greer, South Carolina 29650 within thirty (30) days after service hereof, exclusive of the day of service. If you fail to answer the Complaint within that time, the Plaintiff(s) will apply to the court for the relief demanded in the Complaint and a Judgment by Default will be rendered against you for the relief demanded in the Complaint.

TO INFANT(S) OVER FOURTEEN YEARS OF AGE (AN IMPRISONED PERSON):

You are further summoned and notified to apply for the appointment of a guardian ad litem to represent you in this action within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s) herein.

TO INFANT(S) UNDER FOURTEEN YEARS OF AGE (INCOMPETENT OR INSANE AND TO GENERAL OR TESTAMENTARY GUARDIAN):

You are further summoned and notified to apply for the appointment of a guardian ad litem to represent such infant(s) under fourteen years of age (said incompetent or insane) person within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s) herein.

Respectfully submitted,

/s/ Aimee V. Leary

Wendell L. Hawkins (S.C. Bar #: 13583)
Aimee V. Leary (S.C. Bar # 100657)
Wendell L. Hawkins, PA
103-C Regency Commons Drive
Greer, South Carolina 29650
(864) 848-9370 (Ph) (864) 848-9759 (Fax)
wlh@wlhawkinslawfirm.com
avl@wlhawkinslawfirm.com
Attorneys for Plaintiff

February 15, 2018
Greer, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
Laurel Grove, LLC,)
Plaintiff,)
v.)
Frances Lee Farmer Sullivan, Marcus Lynn)
Farmer, Nelson Eugene Farmer, Peaches)
Shawn Farmer, John Anthony Pelzer,)
Thomas Farmer, Tara Smith, the Heirs of)
Kimberly Bean, L'kita Brown, Margaret)
Lois Brown, Robert Brown and Willie)
Brown as officers, directors and/or)
shareholders of the Holy Temple of God)
Faith Healing Church, The Estate of Lula)
Mae Knox, Shirley Miller, Norma)
Williams, Juanita Smith, Evelyn Byrd,)
James Brown, Norman Smith, Robert)
Smith, Catherine Stroble, Sharon Brown,)
the Greenville County Tax Collector, John)
Doe representing any and all known and)
unknown heirs of the following individuals)
who may claim an interest in the Property:)
Willie R. Brown a/k/a Willie Ruth Brown)
a/k/a Willie A. Brown a/k/a Willie Lee)
Farmer Brown a/k/a Willie Lee Wilson,)
Robert R. Brown a/k/a Robert Russell)
Brown a/k/a Robert Russell Roland Brown,)
Mary Elizabeth Farmer Crudup, Nelson)
Farmer, Donnie Rae Farmer, Richard Earle)
Farmer, Nazeae Jefferson aka Zeon)
Jefferson, Annie Ruth Farmer Pelzer, Willie)
Rufus Farmer, Kimberly Bean, Lula Mae)
Knox, Theodore Byrd, Michael Jerome)
Smith, and as Defendants whose names are)
unknown claiming any right, title estate,)
interest in, or lien upon the real estate)
described in the Complaint herein, any)
known adults, their heirs and assigns and all)
other persons, firms or corporations entitle)
to claim under by or through the above-)
named Defendants, being as a class)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Case No. 2018-CP-23-_____.

COMPLAINT
(Partition with Judicial Sale)
(Non-Jury)

designated as Richard Roe, and any)
 unknown infants or persons under disability)
 being a class designated as Jane Doe.)
)
 Defendants.)
 _____)
)

Plaintiff, Laurel Grove, LLC, complaining of the herein captioned Defendants would respectfully show unto this court the following:

1. Plaintiff, Laurel Grove, LLC, is a South Carolina limited liability company doing business in Greenville County, South Carolina.
2. Upon information and belief, Defendant Willie R. Brown a/k/a Willie Ruth Brown a/k/a Willie A. Brown a/k/a Willie Lee Farmer Brown a/k/a Willie Lee Wilson (hereinafter "Willie Brown"), died intestate on or about August 13, 1995; her estate was never probated.
3. Upon information and belief, Defendant, Robert R. Brown a/k/a Robert Russell Brown a/k/a Robert Russell Roland Brown (hereinafter "Robert Brown") died intestate on or about March 9, 1998 (Case No.: 2001-ES-23-01542).
4. Upon information and belief, Defendant, Holy Temple of God Faith Healing Church (hereinafter "Holy Temple") is a nonprofit corporation incorporated on January 31, 1984. Upon information and belief, the officers and/or directors of the corporation are Robert Brown and Willie Brown. No additional filings have been made with the South Carolina Secretary of State.
5. The subject property is located in Greenville County, South Carolina and is described herein as follows:

All that piece, parcel and tract of land situate, lying and being in the County of Greenville, State of South Carolina and being shown on a Plat for Hannah Mae Latta Gray dated January 13, 1989 prepared by C.O. Riddle Surveying Company and being designated on said plat as "3.00 acres" and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the joint corner of the subject property and the property (now or formerly) of Grady D. Neely and the property (now or formerly) of Elford and Leonard Thompson, and running thence with the line of the said Neely property, N. 4-52 E. 330.82 feet to an iron pin, joint corner with property of Etta T. Able; thence with the line of said Able property, N. 44-50 E. 414.70 feet to an iron pin, joint corner of the property of the grantor designated on the said plat as "Hannah Mae Gray 3.86 acres"; thence running with the line of said property, S. 47-22 E. 256.3 feet to an iron pin on the line of property now or formerly of Elford and Leonard Thompson; thence with the line of said Thompson property, S. 48-31 W. 679.47 feet to the point of beginning.

TMS #: 0550.02-01-003.32 (hereinafter the "Property").

6. The Property was conveyed to Willie L. Brown (Willie Brown) (1/3 interest), Robert R. Brown (Robert Brown) (1/3 interest) and Holy Temple of God Faith Healing Church (Holy Temple) (1/3 interest) by deed of Hannah Mae Latta Gray dated February 3, 1989 and recorded on February 7, 1989 in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 1352 at Page 309.

7. Upon information and belief, Willie Brown and Robert Brown were equal shareholders of Holy Temple's 1/3 interest in the Property.

8. Upon information and belief, Willie Brown and Robert Brown were married in Greenville County on September 2, 1969.

9. Upon information and belief, upon her death, Willie Brown was survived by her husband, Robert Brown, as well as several children whom all preceded her marriage to Robert Brown. Willie Brown and Robert Brown never had any children together. Wherefore, Willie Brown's interest in the Property (1/3 interest + 1/2 interest in Holy Temple's 1/3 interest) passed 1/2 to her husband and 1/2 to her children.

10. Upon information and belief, known children of Willie Brown are as follows:

A. Frances Lee Farmer Sullivan (citizen and resident of Greenville County, South Carolina);

- B. Mary Elizabeth Farmer Crudup (died June of 1989);
 - i. Upon information and belief, Mary never had children.
- C. Nelson Farmer (died March 2011: 2014-ES-23-00136);
 - i. Upon information and belief, at the time of his death, Nelson had two children, Marcus Lynn Farmer and Nelson Eugene Framer.
- D. Donnie Rae Farmer (died February 17, 1991: 1991-ES-23-01376);
 - i. Upon information and belief, at the time of his death, Donnie had one daughter, Peaches Shawn Farmer.
- E. Richard Earle Farmer (died January 2008: 2008-ES-23-01100);
 - i. Upon information and belief, Richard had one son, Nazeae Jefferson aka Zeon Jefferson who passed away in 2008 and never had children.
- F. Annie Ruth Farmer Pelzer (died February 1991); and
 - i. Upon information and belief, at the time of his death, Annie had one child, John Anthony Pelzer.
- G. Willie Rufus Farmer (died April 14, 1995: 1995-ES-23-01201).
 - i. Upon information and belief, at the time of his death, Willie had three children, Thomas Farmer, Tara Smith and Kimberly Bean. Kimberly Bean is passed away (probate status unknown) and it is unknown whether she had any children at the time of her death.

See Willie Brown's Family Tree attached hereto as **Exhibit A**.

11. Upon information and belief, Robert Brown was survived by a daughter, Lula Mae Knox (who is deceased), and a son, Robert Lee Brown (hereinafter "Robert Brown II") (who is

deceased). Both children predated his marriage to Willie Brown. Wherefore, his 75% interest in the Property (1/6 from Willie Brown, 1/3 from vesting Deed, 1/6 from his interest in Holy Temple and 1/12 from Willie Brown's interest in Holy Temple) passed 1/2 to Lula Mae Knox (0.375 total interest) and 1/2 to Robert Brown II (0.375 total interest). See Robert Brown's Family Tree attached hereto as **Exhibit B**.

12. Upon information and belief, Lula Mae Knox passed away on March 3, 2011. The Estate of Lula Mae Knox is pending in Spartanburg County, South Carolina (Case No.: 2014-ES-42-01854). A copy of a Will of Lula Mae Knox has been filed but not formally admitted. A Personal Representative has not been appointed to date and the Estate file has remained inactive since 2015.

13. Upon information and belief, the Will of Lula Mae Knox filed with Spartanburg County Probate provides that her granddaughter Sharon Brown is to inherit the "rest, residue and remainder" of her estate. The Property is not specifically identified in the Will.

14. Upon information and belief, the heirs of Lula Mae Knox are as follows:

- A. Shirley Miller – daughter
- B. Norma Williams – daughter
- C. Juanita Smith – daughter
- D. Evelyn Byrd – daughter
- E. James Brown – son
- F. Norman Smith – son
- G. Robert Smith – son
- H. Catherine Stroble – daughter
- I. Theodore Byrd – deceased son (predeceased Lula Mae Knox)

J. Michael Jerome Smith – deceased son (predeceased Lula Mae Knox)

15. Upon information and belief, Robert Brown II was married to Margaret Harrison Brown and they had one child together, Robert Brown III. Both Margaret Harrison Brown and Robert Brown III predeceased Robert Brown II.

16. Upon information and belief, at the time of his death, Robert Brown III had a daughter, L'kita Brown.

17. Upon information and belief, at the time of his death, Robert Brown II was married to Margaret Lois Brown.

18. Upon information and belief, Robert Brown II passed away on or about December 20, 2004; his estate was never probated. Upon his death, Margaret Lois Brown and L'kita Brown inherited a 0.375 interest in the Property which was evenly split between them.

19. Plaintiff is informed and believes that any unknown heirs of the herein named Defendants should be named as Defendants and served by publication in a newspaper of general circulation in Greenville and Spartanburg Counties, South Carolina.

20. Plaintiff is informed and believes that a Guardian Ad Litem should be appointed by the Court to represent the unknown heirs and any unknown who may be minors or under a disability.

21. Upon information and belief, the Defendant, Greenville County Tax Collector, is a governmental or political subdivision and may have an interest in the real property due to unpaid property taxes for the tax years 2009 and 2017 as well as any other taxes or assessments which may be duly owed.

22. Plaintiff obtained its 0.375 fee simple interest in the property by way of Quit Claim Deed by Margaret Lois Brown (by L'kita Brown, her attorney in fact) dated January 18, 2018 and

recorded on January 23, 2018 in the Greenville County Register of Deeds Office in Deed Book 2530 at Page 1323 and Quit Claim Deed by L'kita Brown dated January 18, 2018 and recorded on January 23, 2018 in the Greenville County Register of Deeds Office in Deed Book 2530 at Page 1312.

23. L'kita Brown and Margaret Lois Brown are named as Defendants in order to extinguish any interest they may have in the Property.

24. The Plaintiff and Defendants are tenants in common in the Property with their ownership interests as follows:

- A. Plaintiff - 0.375 interest
- B. Children of Willie Brown – 1/4 interest (total)
 - i. Frances Lee Farmer Sullivan – 1/20 interest
 - ii. Marcus Lynn Farmer – 1/40 interest
 - iii. Nelson Eugene Farmer - 1/40 interest
 - iv. Peaches Shawn Farmer - 1/20 interest
 - v. John Anthony Pelzer - 1/20 interest
 - vi. Thomas Farmer - 1/60 interest
 - vii. Tara Smith – 1/60 interest
 - viii. Unknown children of Kimberly Bean (if any) – 1/60 interest
- C. The Estate of Lula Mae Knox - 0.375 interest

25. Upon information and belief, the property is an unimproved and landlocked lot.

26. This Court has jurisdiction over the parties and subject matter of this action. Venue is appropriate in this action by virtue of S.C. Code Ann. § 15-7-10.

FOR A FIRST CAUSE OF ACTION
(Winding up the Corporation)

27. Plaintiff herein restates and re-alleges the prior allegations of this complaint as if contained herein verbatim.

28. Plaintiff alleges, upon information and belief, that Holy Temple is a South Carolina nonprofit corporation.

29. Upon information and belief, the only known directors, officers, shareholders and/or class of owners for Holy Temple are Willie Brown and Robert Brown, who are both deceased.

30. Plaintiff, alleges, that Holy Temple has a one third (1/3) interest in the Property.

31. Plaintiff, alleges, that through its acquisition of title by way of the heirs of Robert Brown (Margaret Lois Brown and L'kita Brown), Plaintiff now has a vested interest in Holy Temple.

32. For the reasons stated herein, pursuant to S.C. Code § 33-31-1430, Plaintiff prays that the Court judicially dissolve Holy Temple as the only known directors, officers, shareholders and/or class of owners are deceased and the business of Holy Temple (if any) has been abandoned.

33. Plaintiff further prays that the heirs, successors and/or assigns of Willie Brown and Robert Brown succeed in ownership to the Property pursuant to Holy Temple's one-third (1/3) interest in the same according to their respective interests in the estates.

FOR A SECOND CAUSE OF ACTION
(Partition)

34. Plaintiff herein restates and re-alleges the prior allegations of this Complaint as if contained herein verbatim.

35. Plaintiff is informed and believes that this partition action is governed by and is subject to the Clementa C. Pinckney Uniform Partition of Heirs' Property Act of 2016, S.C. Code § 15-61-310, *et seq.* (hereinafter the "Act").

36. Plaintiff is informed and believes that the Property is incapable of division in kind or by allotment among the owners without resulting in manifest prejudice or manifest injury to the

owners as a group, and therefore, the Plaintiff is entitled to a partition of the Property by sale pursuant to the Act.

37. Plaintiff is informed and believes that the court should dispense with the using of a writ of partition because it would involve an unnecessary expense to issue such writ.

38. For the herein stated reasons, Plaintiff prays this court order a partition of the Property and order sale of the Property pursuant to the Act distributing the proceeds according to the respective ownership interests of the Plaintiff and Defendants, as described and identified herein, along with attorney's fees and costs of this action to be allocated amongst the parties hereto according to their respective interests.

WHEREFORE, for the reasons set forth above, Plaintiff prays as follows:

1. For an Order dissolving the Holy Temple corporation with interest in the corporation to be distributed to the heirs at law and/or successors in interest of Willie and Robert Brown, as described and identified herein;
2. For a judicial sale partitioning the Property pursuant to the Act;
3. For an award of attorney's fees and costs associated with this action to be allocated amongst the respective Property owners' interests to be paid from the proceeds of the judicial sale;
4. For the proceeds from the ownership interest of Lula Mae Knox to be paid to the Estate of Lula Mae Knox;
5. For an appointment of a Guardian Ad Litem to protect the interests of unknown parties, if any; and
6. For such other and further relief as this Court may deem just and proper.

Respectfully submitted,

/s/ Aimee V. Leary

Wendell L. Hawkins (S.C. Bar #: 13583)
Aimee V. Leary (S.C. Bar # 100657)
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wlh@wlhawkinslawfirm.com
avl@wlhawkinslawfirm.com
Attorneys for Plaintiff

February 15, 2018
Greer, South Carolina

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
Laurel Grove, LLC,	)	
	)	
Plaintiff,	)	
	)	ANSWER
vs.	)	
	)	C.A. No.: 2018-CP-23-00883
Frances Lee Farmer Sullivan, et al,	)	
	)	
Defendants.	)	

**TO THE ABOVE NAMED PLAINTIFF, BY AND THROUGH THEIR ATTORNEYS,
WENDELL L. HAWKINS, ESQ., AND AIMEE V. LEARY, ESQ.**

The Defendants, Frances Lee Farmer Sullivan, Marcus Lynn Farmer, Nelson Eugene Farmer, Peaches Shawn Farmer, John Anthony Pelzer, Thomas Farmer, Tara Smith, Shirley Miller, Norma Williams, Juanita Smith, Evelyn Byrd, James Brown, Norman Smith, Robert Smith, Catherine Stroble, and Sharon Brown, having read the Complaint of the Plaintiff, would respectfully show unto the Court the following:

1. The Defendants admit paragraph 1. The Defendants do not have sufficient information to admit or deny paragraph 2, 3 and 4.
2. The Defendants admit paragraphs 5 and 6.
3. The Defendants do not have sufficient information to admit or deny paragraphs 7 and 8.
The Defendants admit paragraph 9.
4. The Defendants do not admit or deny paragraph 10.
5. The Defendants do not admit or deny paragraph 11. The Defendants admit paragraph 12.
6. The Defendants do not have sufficient information to admit or deny paragraph 13 or 14.

The Defendants admit paragraphs 15, 16 and 17.

7. The Defendants admit that Margaret Lois Brown and L'kita Brown either divided the 0.375 interest in the property between or the entire amount was owned by Margaret Lois Brown. The Defendants do not admit or deny paragraphs 19, 20 and 21.
8. The Defendants admit paragraph 22.
9. The Defendants do not admit or deny paragraph 23, 24 and 25. The Defendants admit paragraph 26.
10. The Defendants do not have sufficient information to admit or deny paragraphs 27 through 33.
11. The Defendants, with regards to the Second Cause of Action (Partition), agree that a Partition action will be necessary unless the parties otherwise agree to a resolution.
12. The Defendants deny paragraph 38.

WHEREFORE, the Defendants, having fully Answered, would respectfully request specific proof to the issues that are not admitted or denied and for a resolution of all pending issues.

HENDERSON, BRANDT & VIETH, P.A.

s/Richard Vieth

RICHARD W. VIETH

ATTORNEY FOR THE DEFENDANTS, Frances Lee Farmer Sullivan, Marcus Lynn Farmer, Nelsort Eugene Farmer, Peaches Shawn Farmer, John Anthony Pelzer, Thomas Farmer, Tara Smith, Shirley Miller, Norma Williams, Juanita Smith, Evelyn Byrd, James Brown, Norman Smith, Robert Smith, Catherine Stroble, and Sharon Brown

360 E. HENRY STREET, SUITE 101

SPARTANBURG, S.C. 29302-2646

PHONE: 864-582-2962 FAX: 864-583-1894

DATE: 4-6-18



State of South Carolina Equity Court

CHARLES B. SIMMONS, JR.
Judge

Suite 313, County Courthouse
Greenville, S.C. 29601

Telephone (864) 467-8556
FAX (864) 467-8401

March 25, 2019

Aimee Leary, Esquire
W.L. Hawkins Law Firm
103-C Regency Commons Dr.
Greer, S.C. 29650

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Assistant County Attorney
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Greenville County Square
Greenville, S.C. 29601

Megan Goodwin Burke, Esquire
Guardian ad Litem
Law Offices of Megan G. Burke
217 East Park Avenue
Greenville, S.C. 29601

Peaches Shawn Farmer Nutra
1050 Woodruff Rd.
Greenville, S.C. 29607

Frances Lee Farmer Sullivan
106 Darrell Dr.
Greenville, S.C. 29615

Nelson Eugene Farmer
217 E. Stone Avenue, #26
Greenville, S.C. 29606

Catherine Stroble
412-B Alma Byrd Lane
Spartanburg, S.C. 29301

Marcus Lynn Farmer
2427 Woodside Ln., Apt. 5
Colorado Springs, CO 80906

John Anthony Pelzer
1043 Rainbow Lake Rd.,
Unit 1043B
Inman, S.C. 29349

Norma Williams
222 Ardmore Rd.
Spartanburg S.C. 29301

Shirley Miller
179 Amos St.
Spartanburg, S.C. 29306

Margaret Lois Brown, by L'Kita
Brown, her attorney-in-fact
103 Manchester Drive
Spartanburg, S.C. 29301

L'Kita Brown
103 Manchester Drive
Spartanburg, S.C. 29301

Juanita Smith
111 Hanover Place, #39
Spartanburg, S.C. 29306

Norman Smith
133 Collins Avenue
Spartanburg, S.C. 29306

Tara Smith
24 Cunningham Rd., Apt 5C
Taylors, S.C. 29687

Sharon Brown
216 Ardmore Rd.
Spartanburg, S.C. 29306

James Brown
141 Leisure Lane
Spartanburg, S.C. 29306

Thomas Demitris Farmer
340 Tugaloo Rd.
Travelers Rest, S.C. 29690

Evelyn Virginia Byrd
Graham Correctional Institution
4450 Broad River Rd.
Columbia, S.C. 29210

Re: Laurel Creek -vs- Sullivan, et al (2018CP2300883)

To All:

In reviewing the record and the proposed Order submitted by Ms. Leary, the Court finds the following issues need to be addressed and resolved.

The Complaint at page 11 in the Second Cause of Action states that the Pinckney Uniform Partition Act applies (see, 15-61-310 et seq).

A Consent Order filed 5/24/2018 states that the Pinckney Uniform Partition Act applies.

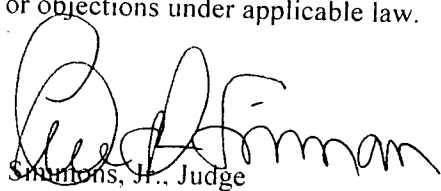
In light of this, under 15-61-350 and -360, is the Court required to appoint an appraiser? And, to allow objections once a value is established?

Under 15-61-370, do the co-tenants have a right to have a period of time to make an offer to buy/sale?

Under 15-61-400, can the Court direct a judicial sale upon a finding of economic advantage and best interests of the co-tenants?

The Court will allow a written response from all attorneys and Defendants within 10 days of receipt of this being mailed to all parties and attorneys. Failure to respond shall be deemed a waiver of asserting any rights or objections under applicable law.

Sincerely,


Charles B. Shummons, Jr., Judge

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Laurel Grove, LLC,
Plaintiff,

vs.

Frances Lee Farmer Sullivan, et al,
Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Answer

C.A. No.: 2018-CP-23-00883

TO JUDGE CHARLES B. SIMMONS, JR.,

COMES NOW, Defendant Sharon Brown ("Brown") who hereby answers the issues that Judge Charles Simmons, by letter dated March 25, 2019, stated needs to be addressed and resolved in the above captioned case. Prior to answering Judge Simmons questions, I wanted to give Judge Simmons an update on this legal matter.

Plaintiff offered the Defendants \$82,500, on March 21, 2019, to settle this court matter. There were no stipulations in this offer. I have attached the offer to this answer as Exhibit A. However, some of the defendants still wanted me to ask the Plaintiff whether he would place in the settle agreement that we do not owe any fees (attorney fees, guardian ad litem fees, Greenville County Tax fees, or any other alleged fee). Additionally, Attorney Leary was asked about the percentage of the \$82,500 that Lula Mae Knox's heirs would receive and the percentage that Willie Lee Brown's heirs would receive. As of today, Attorney Leary has not provided answers to the requested information. Therefore, I must answer your questions since

no settlement has been signed. I want to preserve all issues for possible appellate review if it became necessary.

Your questions are answered below:

1. In light of this, under 15-61-350 and -360, is the Court required to appoint an appraiser? And, to allow objections once a value is established?

Defendant Brown's Response:

Yes, the court is required to appoint an appraiser since the Plaintiff's appraisal of the land is \$60,000 and the Defendants' appraisal is \$165,000. Defendant Brown feels that it would be an abuse of discretion to accept one appraisal over the other when a scenario like this has occurred. Additionally, the Court is to allow objections once a value is established by an appointed appraiser. South Carolina Code 15-61-360 section D(3) states in part: "that a party may file an objection to the appraisal no later than thirty days after notice is sent, stating the grounds for the objection."

It is to be noted that a great many of the defendants expressed to me that the land should be divided by partition of kind (divided into physically distinct and separately titled parcels). Therefore, Plaintiff should not have anything to do with Lula Mae Knox or Willie Lee Brown's portion of the 3 acres of land.

2. Under 15-61-370, do the co-tenants have a right to have a period of time to make an offer to buy/sale?

Defendant Brown's Response:

Yes, co-tenants have a right to have a period of time to make an offer to buy under 15-61-370. S.C. Code 15-61-400 grants co-tenants a right to a period of time to sale.

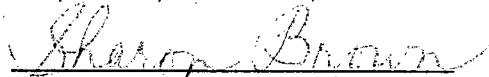
3. Under 15-61-400, can the Court direct a judicial sale upon a finding of economic advantage and best interests of the co-tenants?

Defendant Brown's Response:

It is to be noted a great many of the defendants expressed to me that the land should be divided by partition of kind (divided into physically distinct and separately titled parcels). Therefore, Plaintiff should not have anything to do with Lula Mae Knox or Willie Lee Brown's portion of the 3 acres of land.

This court, on March 19, 2019, should not have ordered the land to be sold at a public foreclosure on May 6, 2019. There has never been an open-market sale of this land by a realtor. Plaintiff believes that this move by the court on March 19, 2019 exhibits an abuse of discretionary power. Further, Plaintiff believes that Section 15-61-400 is what Judge Simmons should have followed when he decided to proceed with a sale, although most defendants believe that the land should be partitioned by kind.

Respectfully Submitted,



Sharon Brown
216 Ardmore Rd.
Spartanburg, S.C. 29306
(864)253-9975

April 4, 2019
Spartanburg, S.C.

EXHIBIT A

RE: Sharon Brown contact information

Aimee Leary (avl@wlhawkinslawfirm.com)

sharon.brown21@yahoo.com

Thursday, March 21, 2019, 08:26 PM EDT

Sharon:

Good evening. Thank you for your email. My client has authorized me to counter at \$82,500.00 to be distributed in accordance with ownership interest. From my client's perspective, this offer is more appropriate for a landlocked parcel with no direct access to Anderson Ridge. If you and your family accept this value, all parties will need to execute a settlement agreement, including an authorized party on behalf of the Estate of Lula Mae Knox.

I will be out of the office starting tomorrow, returning April 1. Please feel free to contact me through email during my absence.

Thank you,

Aimee

Very truly yours,
Aimée V. Leary, Esq.

Wendell L. Hawkins, P.A.
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Phone: 864.848.9370 ext 210
Fax: 864.848.9759

The information in this correspondence is Attorney/Client privileged and confidential. It is intended only for the use of the individual or entity to whom it is addressed. If the reader of this message is not the intended recipient, please be advised that any dissemination, distribution or copying of this communication is strictly prohibited. If this communication has been received in error, please destroy it and contact the sender by telephone. IRS Circular 230 Legend. Any advice contained herein was not intended or written to be used and cannot be used for the purpose of avoiding Federal, state or local tax penalties.

From: Sharon Brown <sharon.brown21@yahoo.com>
Sent: Thursday, March 21, 2019 4:56 PM
To: Aimee Leary <avl@wlhawkinslawfirm.com>
Subject: Sharon Brown contact information

CERTIFICATE OF SERVICE

I, Sharon Brown, hereby certify that I have this 22nd day April 2019, served a copy of the herein below listed document to the address listed below by depositing a copy of same in the United States Postal System postage prepaid, and mailing same to:

PLEADING(S): Defendant Sharon Brown's Answer to Judge Charles B. Simmons, Jr.

Alma Leary, Esquire
W.L. Hawkins Law Firm
103-C Regency Commons Dr.
Greer, S.C. 29650

Jeffrey D. Wile, Esquire
Assistant County Attorney
301 University Ridge, Suite 2400
Greenville County Square
Greenville, S.C. 29601

Megan Goodwin Burke, Esquire
Guardian ad Litem
Law Offices of Megan G. Burke
217 East Park Avenue
Greenville, S.C. 29601

Peaches Shawn Farmer Nutra
1050 Woodruff Rd
Greenville, S.C. 29607

Frances Lee Farmer Sullivan
106 Darrell Dr.
Greenville, S.C. 29615

Nelson Eugene Farmer
217 E. Stone Avenue, #26
Greenville, S.C. 29606

Catherine Stroble
412-B Alma Byrd Lane
Spartanburg, S.C. 29301

Marcus Lynn Farmer
2427 Woodslee Ln., Apt. 5
Colorado Springs, CO 80906

John Anthony Pelzer
1043 Rainbow Lake Rd.,
Unit 1043B
Inman, S.C. 29349

Norma Williams
222 Ardmore Rd.
Spartanburg, S.C. 29301

Shirley Miller
179 Amos St.
Spartanburg, S.C. 29306

Margaret Lois Brown, by L'Kha
Brown, her attorney-in-fact
103 Manchester Drive
Spartanburg, S.C. 29301

L'Kha Brown
103 Manchester Drive
Spartanburg, S.C. 29301

Juanita Saville
111 Hanover Place, #39
Spartanburg, S.C. 29306

Norman Smith
133 Collins Avenue
Spartanburg, S.C. 29306

Tim Smith
24 Cunningham Rd., Apt 5C
Taylors, S.C. 29687

James Brown
141 Leisure Lane
Spartanburg, S.C. 29306

Thomas Demitris Farmer
340 Lagalea Rd.
Travelers Rest, S.C. 29690

Lucy Virginia Byrd
Graham Correctional Institution
4450 Broad River Rd
Columbia, S.C. 29210


SHARON BROWN
Defendant

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Laurel Grove, LLC,
Plaintiff,

vs.

Frances Lee Farmer Sullivan, et al,
Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

OBJECTION TO THE APPRAISAL

C.A. No.: 2018-CP-23-00883

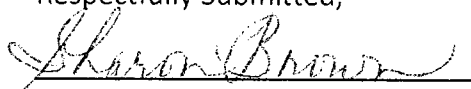
The Defendant, Sharon Brown, hereby objects to the Court ordered appraisal value of the land as being \$100,000. The Defendants claim that the land is valued at minimum \$165,000. The Defendants base this on an appraisal that we had done this year. Additionally, some of the Defendants feel that Judge Simmons has allowed Attorney Aimee Leary to influence the outcome of the court ordered appraisal. This issue was raised with Judge Simmons in an e-mail. Therefore, any results of the Court ordered appraisal should be considered invalid. Additionally, another firm should be enlisted to do the appraisal. Attorney Aimee Leary should be one hundred percent responsible for paying for another court ordered appraisal because of her conduct/interference.

Additionally, Defendants feel that the land should not be sold in whole. The Defendants never put the land up for sale and are not interested in the sale of the land. Attorney Aimee Leary and her client need to take their portion of the land and move on. Defendants don't want the remaining portion of the land divided.

Valdridge Property Advisors made the following statements , "as discussed, the 3.0 acre subject is landlocked with no road frontage or utilities in place. It is assumed that there is legal access via an easement based on the documents provided by the owners and recorded in public records. Based on these physical features, it is our opinion that the property should be disposed of in whole as opposed to subdivision of ownership." Defendants feel that these statements and a lot of the other statements in Valdridge Property Advisors' letter dated May 13, 2019 are irrelevant in this case. The Plaintiff bought 37% of the land and didn't purchase the other portion of the land. The Plaintiff should have considered the physical features of the land and other matters pertaining to the land before purchasing 37% of the land. Plaintiff should not have planned to force others into the sale of their land.

Lastly, the Defendants want Judge Simmons to recuse himself from this case. They feel that he has been partial toward them throughout this whole legal matter. Many of the Defendants have loss complete confidence in Judge Charles B. Simmons ability to be impartial.

Respectfully Submitted,



Sharon Brown
216 Ardmore Rd.
Spartanburg, S.C. 29306
(864)253-9975

DEFENDANT

June 4, 2019
Spartanburg, S.C.

CERTIFICATE OF SERVICE

I, Sharon Brown, hereby certify that I have this 5th day June 2019, served a copy of the herein below listed document to the address listed below by depositing a copy of same in the United States Postal System postage prepaid, and mailing same to:

PLEADING(S): Objection to Appraisal

PARTY SERVED:

Aimee Leary, Esquire
W.L. Hawkins Law Firm
103-C Regency Commons Dr.
Greer, S.C. 29650

Jeffrey D. Wile, Esquire
Assistant County Attorney
301 University Ridge, Suite 2400
Greenville County Square
Greenville, S.C. 29601

Megan Goodwin Burke, Esquire
Guardian ad Litem
Law Offices of Megan G. Burke
217 East Park Avenue
Greenville, S.C. 29601

Peaches Shawn Farmer Nutra
1050 Woodruff Rd.
Greenville, S.C. 29607

Frances Lee Farmer Sullivan
106 Darrell Dr.
Greenville, S.C. 29615

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217 Stone Avenue, #26
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1043 Rainbow Lake Rd.,
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103 Manchester Drive
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111 Hanover Place, Apt. #39
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Norman Smith
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Tara Smith
24 Cunningham Rd., Apt. 5C
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Evelyn Virginia Byrd
Graham Correctional Institution
4450 Broad River Rd.
Columbia, S.C. 29210

Sharon Brown

Sharon Brown
216 Ardmore Rd.
Spartanburg, S.C. 29306
(864)253-9975

DEFENDANT

STATE OF SOUTH CAROLINA
ISSUED BY THE Circuit Court COURT IN THE COUNTY OF Greenville
Laurel Grove, LLC, Plaintiff

v.
SUBPOENA IN A CIVIL CASE
Frances Lee Sullivan et al., Defendant Case Number: 2018-CP-00883
Pending in Greenville County

TO: Dixon B. Howard

☒ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY Greenville County
Courthouse, 305 E. North St.,
Greenville, S.C. 29601

COURTROOM 5 (Third Floor)

DATE AND TIME July 29, 2019, 10:00 a.m.

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:

PLACE

DATE AND TIME

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULE OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFIES TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature
Indicate if Attorney for Plaintiff or Defendant
Attorney's Address and Telephone Number

Date

Print Name

Paul B. Wickensimer
Clerk of Court Issuing Officer's Signature

6/5/19
Date

Paul B. Wickensimer
Print Name

Pro Se Litigant's Name, Address and Telephone Number:

171295-0001



Greenville County Sheriff's Office

Civil Division

601 E. McBee Ave., Suite 101
Greenville, South Carolina 29601
Phone (864) 282-0008 Fax (864) 235-9171



Party Requesting Service:

SHARON BROWN
Attn: Sharon Brown
216 Ardmore Rd.
Spartanburg, SC 29306

AFFIDAVIT OF NON-SERVICE

Dixon B Howard

Laurel Grove, LLC, et. al., Plaintiff(s)

vs.

Frances Lee Sullivan, et al., et. al., Defendant(s)

Case No: 2018CP2300883

Name of Deputy: Barbara M. McCurley, undersigned, being duly sworn, deposes and says that at the time of service, s/he was over the age of twenty-one, was not a party to this action;

Documents Served: the undersigned attempted to serve the documents described as:

Subpoena

Service of Process on: The undersigned attempted to serve the documents on
Dixon B Howard

and after due and diligent efforts, was unable to effect service.

The following is a list of the attempts made to effect service:

Attempts:

Dates Times of
Attempted Service

Address Attempted

Details of Attempts

10-Jun-2019 5:00 pm 601 E McBee Ave., Suite 101
Greenville, SC 29601

No address provided. The defendant called our office and state that he is in Charleston for the summer. He had sent a business partner to pick up the documents, but we were unable to serve him.

Signature of Deputy: Subscribed and sworn to before me this
12th day of June, 2019.

Barbara M. McCurley
Notary Public for South Carolina
My Commission Expires: 5/5/25

Undersigned declares under penalty of perjury that the foregoing is true and correct.

Barbara M. McCurley
Barbara M. McCurley

Howard Appraisal Services
P.O.Box 4723
Greenville, SC 29608
864-370-8001

INVOICE	03/07/2019	19DH17	
	DATE	FILE NUMBER	CASE NUMBER

Client: Laurel Grove, LLC
106 Darrell Drive
Greenville, SC
29615

Item	Total
APPRAISAL FEE FOR SERVICES RENDERED	\$ 250.00
PAID	-250.00

Borrower: Laurel Grove, LLC
Anderson Ridge Road
Greer, SC 29651
See map & deed reference: DB 2530 @ pg. 1323

Total: \$

Thank you

**SUMMARY APPRAISAL REPORT OF
THE PROPERTY LOCATED AT**

Anderson Ridge Road

Greer, SC 29651

as of

March 4, 2019

for

Laurel Grove, LLC
106 Darrell Drive
Greenville, SC
29615

by

Howard Appraisal Services
www.howardappraisals.com
P.O.Box 4723
Greenville, SC 29608

Howard Appraisal Services
P.O.Box 4723
Greenville, SC 29608
864-370-8001

March 7, 2019

Laurel Grove, LLC
106 Darrell Drive
Greenville, SC
29615

Property - Anderson Ridge Road
Greer, SC 29651
Borrower - Laurel Grove, LLC
File No. - 19DH17
Case No. -

Dear :

In accordance with your request, I have prepared an appraisal of the real property located at Anderson Ridge Road, Greer, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of March 4, 2019 is :

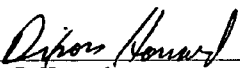
\$165,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Howard Appraisal Services



Dixon B. Howard
SC Certification #4411

Complete Appraisal Analysis - Summary Appraisal Report

LAND APPRAISAL REPORT

File No. 19DH17

IDENTIFICATION	Borrower <u>Laurel Grove, LLC</u>		Census Tract <u>28.14</u>	Map Reference <u>0550020100332</u>																																																																																																														
	Property Address <u>Anderson Ridge Road</u>																																																																																																																	
	City <u>Greer</u>	County <u>Greenville</u>	State <u>SC</u>	Zip Code <u>29651</u>																																																																																																														
	Legal Description <u>See map & deed reference: DB 2530 @ pg. 1323</u>																																																																																																																	
NEIGHBORHOOD	Sale Price <u>\$N/A</u>		Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.																																																																																																														
	Actual Real Estate Taxes <u>\$14.95 (2017)</u> (yr.)		Loan charges to be paid by seller <u>\$None</u>																																																																																																															
	Lender/Client <u>Laurel Grove, LLC</u>		Address <u>106 Darrell Drive, Greenville, SC, 29615</u>																																																																																																															
	Occupant <u>Vacant</u>		Appraiser <u>Dixon B. Howard</u>																																																																																																															
			Instructions to Appraiser <u>To Estimate Market Value of Vacant Land</u>																																																																																																															
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Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) <u>Subject property is 3.0 acres of vacant land located on Anderson Ridge Road which is in the Greer Area of Greenville County. The subject is convenient to shopping areas, schools, churches, employment districts, and recreational areas. Subject tract is compatible with the general surrounding area. Property Maintenance is average to good in this area of Greenville County.</u>																																																																																																																		
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Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) <u>There are no apparent adverse encroachments, special assessments, etc. that would affect value. Subject site is typical of the area. The subject property is the typical 3 acres of land and does have an easement in place for access to the property. Zoning for the lot is Residential Single Family. Fema Flood map # is 45045C0428E</u>																																																																																																																		
MARKET DATA ANALYSIS	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.																																																																																																																	
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RECONCILIATION	I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>March 4</u> <u>2019</u> to be <u>\$165,000</u>																																																																																																																	
	Appraiser(s) <u>Dixon B. Howard</u> Review Appraiser (if applicable) ☐ Did ☐ Did Not Physically Inspect Property																																																																																																																	
	Signature <u>Dixon B. Howard</u> Signature _____ Date <u>03/07/2019</u> Date _____																																																																																																																	
	Name <u>Dixon B. Howard</u> State <u>SC</u> License ☒ Certification # <u>4411</u> State _____ License ☐ Certification # _____																																																																																																																	

ADDITIONAL COMMENTS

Borrower or Owner Laurel Grove, LLCProperty Address Anderson Ridge RoadCity GreerCounty GreenvilleState SCZip Code 29651Lender or Client Laurel Grove, LLC**Neighborhood****Comments on Market Data**

The comparables chosen are believed to be the best indicators of value at the present time due to compatability with the Subject Property and would compete with the subject property in the marketplace. An adjustment factor of \$50,000 per acre was used for difference in parcel sizes. The Gross and Net adjustments are in typical/usual parameters. Equal weight should be given to each of the three comparables used in this appraisal.

Comments and Conditions of Appraisal

PHOTOGRAPH ADDENDUM

Borrower or Owner Laurel Grove, LLC

Property Address Anderson Ridge Road

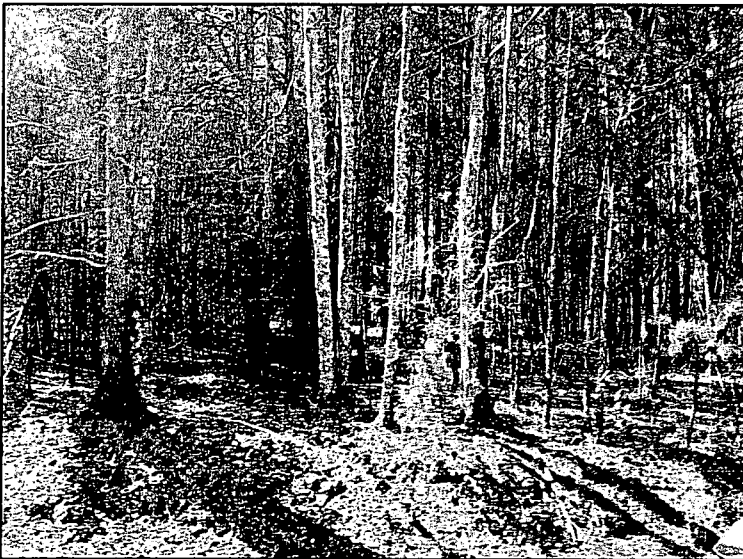
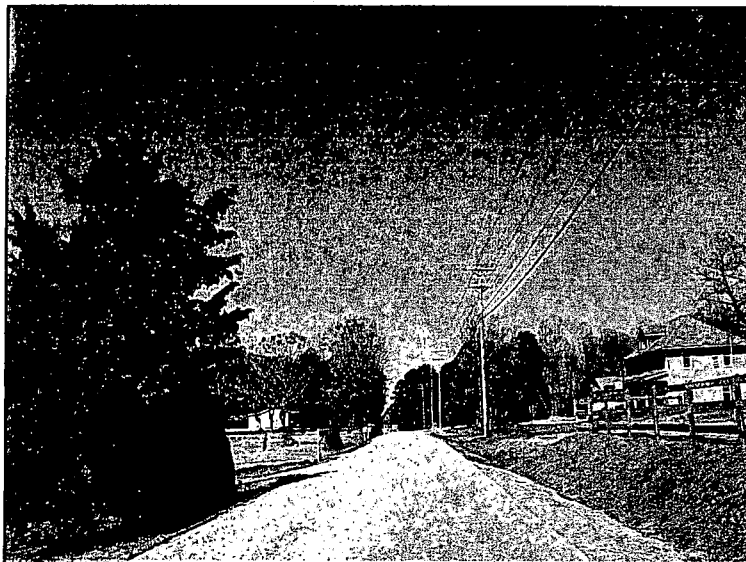
City Greer

County Greenville

State SC

Zip Code 29651

Client Laurel Grove, LLC

FRONT VIEW OF
SUBJECT PROPERTYSIDE VIEW OF
SUBJECT PROPERTYSTREET SCENE OF
SUBJECT PROPERTY

PHOTOGRAPH ADDENDUMBorrower or Owner **Laurel Grove, LLC**Property Address **Anderson Ridge Road**City **Greer**County **Greenville**State **SC**Zip Code **29651**Client **Laurel Grove, LLC****COMPARABLE #1**251 S. Bennetts Bridge Road
Greer, SC 29650

Price	\$115,000
Price/SF	57,500
Date	04/16/2018
Age	A30/E25
Room Count	6-4-2.00
Living Area	2.0 Acres
Value Indication	\$155,000

**COMPARABLE #2**856 Scuffletown Road
Simpsonville, SC 29681

Price	\$145,000
Price/SF	58,000
Date	10/08/2018
Age	A42/E40
Room Count	6-2-2.00
Living Area	2.5 Acres
Value Indication	\$160,000

**COMPARABLE #3**103 Godfrey Road
Simpsonville, SC 29681

Price	\$105,000
Price/SF	86,777
Date	03/26/2018
Age	A50+/E38
Room Count	6-3-2.00
Living Area	1.21 Acres
Value Indication	\$184,500

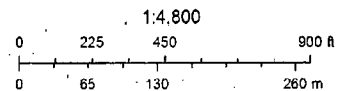
SITE PLAN

Borrower or Owner **Laurel Grove, LLC**Property Address **Anderson Ridge Road**City **Greer**County **Greenville**State **SC**Zip Code **29651**Client **Laurel Grove, LLC**

Greenville County, SC

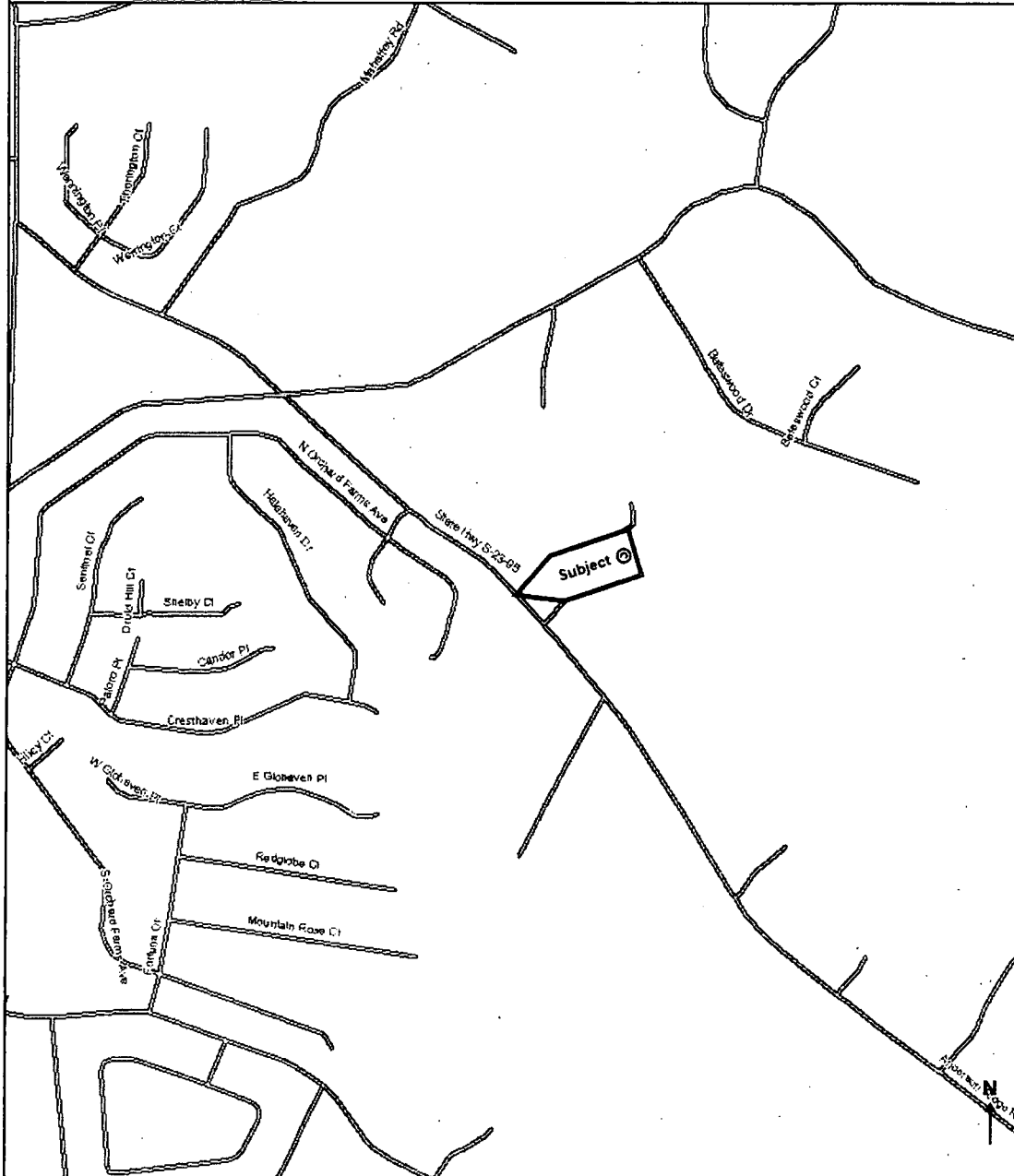


March 7, 2019



Greenville County GIS
Greenville County GIS Division, Greenville, South Carolina

tioned public primary information sources should be consulted for verification of the information contained in this map. Greenville County assumes no legal responsibility for the information contained in this map.

FLOOD MAPBorrower or Owner **Laurel Grove, LLC**Property Address **Anderson Ridge Road**City **Greer**County **Greenville**State **SC**Zip Code **29651**Client **Laurel Grove, LLC****Flood Zones**

- Areas inundated by 500-year flooding
- Areas outside of the 100- and 500-year flood plains
- Areas inundated by 100-year flooding
- Areas inundated by 100-year flooding with velocity hazard

- Floodway areas
- Floodway areas with velocity hazard
- Areas of undetermined but possible flood hazards
- Areas not mapped on any published FIRM

Flood Zone Determination

Latitude: 34.827995

Longitude: -82.218764

Community Name:

UNINCORPORATED AREAS

Community: 450089

SFHA (Flood Zone): No

Within 250 ft. of multiple flood zones: No

Zone: X

Map #: 45045C0428E

Panel: 0428E

Panel Date: 08/18/2014

FIPS Code: 45045

Census Tract: 28.14

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: Anderson Ridge Road, Greer, SC 29651

APPRAISER:

Signature: *Dixon B. Howard*
 Name: Dixon B. Howard
 Date Signed: March 7, 2019
 State Certification #: 4411
 or State License #: _____
 State: SC
 Expiration Date of Certification or License: 6-30-2020

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
☐ Did ☐ Did Not Inspect Property

BCD1239047

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

DIXON B HOWARD

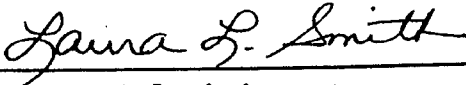
Is hereby entitled in practice as a:

Certified Residential Appraiser

License Number: **4411**

Expiration Date: 06/30/2020

OFFICE COPY



Administrator

DIXON B. HOWARD

813 North Main Street
Greenville, SC 29609
Phone: (864) 370-8001 / Cellular: (864) 787-5066
E-mail: dhoward@howardappraisals.com

OBJECTIVE: Seeking a challenging full time position which will reward excellent service with advancement opportunities and long term career growth.

EXPERIENCE:

Howard Appraisal Services - Greenville, SC
Estate Appraiser-Owner L-4411

2002 - Present

and operate real estate appraisal service. Job responsibilities include marketing, advertising and prospecting business; opening accounts; providing professional appraisal and real estate services; providing ongoing customer service to existing clients; customer billing; bookkeeping; assuring ongoing profitability.

Stream Systems, Inc. - Greenville, SC
Area Sales Associate

1999 - 2001

responsible for servicing existing accounts while growing sales and customer base. Job duties included defining customer needs and expectations, developing effective client solutions and closing sales of MP2 maintenance software, and professional services; also responsible for maintaining existing client relationships while presenting and demonstrating MP2 maintenance software to prospective clients.

Information Systems Support

responsibilities included troubleshooting and solving desktop computer problems; installing and configuring computer hardware and software; troubleshooting and administering local area Novell and NT network.

South Carolina Athletic - Columbia, SC
Assistant Executive

1997 - 1998

responsible for directing and implementing sales programs which resulted in a sales increase of over 30% during four months; successfully directed high school sales efforts in numerous districts throughout South Carolina and with accounting responsibilities on selected accounts.

EDUCATION:

Bachelor of Science in Administration Information Management (1998)
University of South Carolina - Columbia, SC

Business Marketing (1994-1996)
University of South Carolina - Conway, SC

Honors and Activities Included: Social Chairman, Alpha Tau Omega Fraternity - University of South Carolina
Northwest Panthers 2002 14-under soccer coach
Member of National Marketing Association 1997-1998
Carolina For Kids, Salvation Army Volunteer 1996-1998
Meals on Wheels 1994-1996

PROFESSIONAL SKILLS:

Sales & Presentation Experience
Microsoft Windows 98, ME, NT, 2000
Microsoft Office (97, 2000, XP), Access, FrontPage 2000
Adobe Photoshop 5.5

REFERENCES AVAILABLE UPON REQUEST

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
2018-CP-23-00883

Laurel Grove, LLC,)
)
Plaintiff,)
)
-vs-)

TRANSCRIPT OF RECORD

Frances Lee Farmer Sullivan,)
et al,)
)
Defendants.)

July 29, 2019

BEFORE: THE HONORABLE CHARLES B. SIMMONS, JR.

APPEARANCES:

Aimee Leary, Esquire
Attorney for the Plaintiff

Jeff Wile, Esquire
Attorney for Greenville County

Megan Burke, Esquire
Guardian ad Litem

Danette P. Hanks, CCR
Court Reporter

I N D E X

WITNESS

PAGE

Tripp Glenn

14

David Batson

29

E X H I B I T S

(NONE)

1 THE COURT: For the record this is 2018-00883;
2 matter of Laurel Grove versus Sullivan and a large number
3 of others.

4 I'm going to go through just some of the brief
5 history that I believe is uncontested to the extent that
6 I can use that word in this litigation. And I'm going to
7 go back somewhat in history.

8 On December 3rd, 2018, an Order was entered granting
9 a request by attorney Rick Vieth, a Spartanburg lawyer
10 who had represented a large number of the Defendants, to
11 be relieved as counsel based primarily upon the fact that
12 Ms. Sharon Brown had filed a grievance against Attorney
13 Vieth, as well as Attorney Leary, the Plaintiff's
14 attorney.

15 In that Order it noted that the case would be
16 scheduled for a full hearing and a final hearing on
17 February 6, 2019 at 9:00 a.m. And the Court also noted
18 that the matter had been set for trial several times and
19 had to be delayed again, and it would not be moved or
20 delayed again. Unfortunately that has proven not to be
21 the case here.

22 Then there was a hearing on February 6th, 2019 that
23 resulted in an Order being filed February 22nd, 2019.
24 And in that Order, which is nine pages, it sets forth a
25 history of the ownership of this parcel and also sets out

1 the ownership of the parcel itself, on page eight.

2 In that Order, which there have been no appeals to,
3 there was a finding that the Plaintiff owns 37.5 percent
4 of the property in question; that certain children of
5 Willie Brown own twenty-five percent of the property and
6 that the estate of Lula Mae Knox owns the remaining
7 thirty-seven and a half percent. And at that hearing Ms.
8 Sharon Brown did not appear.

9 Then there was a hearing that was held on March 19th
10 and the intent and purpose for that hearing was to
11 finally come up with a value of the property. At that
12 hearing both sides attempted to introduce copies of
13 appraisals. Neither side had the appraisal and both
14 objected to the other side using an appraisal without the
15 appraiser being present. So the Court declined to allow
16 either side to submit the appraisals.

17 And also I will note that at each hearing different
18 numbers of the pro se Defendants appeared, and throughout
19 all of this they've had somewhat different views towards
20 the issues involved, which has certainly complicated the
21 matter even more.

22 Then based upon the Court's review of the file and
23 the applicable law, since this is heirs' property, there
24 were other matters that were raised.

25 And one was the Court sent a letter to all parties

1 dated March 25th, 2019 inquiring as to their legal
2 positions on 15-61-310 relative to the issues before the
3 Court. There was only one response from any of the
4 Defendants, pro se Defendants, and that was from Ms.
5 Sharon Brown. Based upon the Court's opinion and a
6 review of the applicable statutory requirements, the
7 Court appointed Tripp Glenn, MAI, as the appraiser under
8 the statutory sections.

9 And the Court charged Mr. Glenn with two things.
10 First, to provide his opinion of the value in light of
11 the Order filed February 22nd, 2019 and also to render
12 his opinion as to whether the real property could be
13 partitioned in kind or would it need to be disposed of in
14 whole.

15 In that Order filed April 12th, the Court, again,
16 raised concern that with the desire to minimize the ever-
17 escalating costs of this litigation, the Court encouraged
18 the Defendants to make a unified formal proposal to
19 Plaintiff's attorney. And also the Court, once again,
20 acknowledged that the pro se Defendants had a right to
21 continue pro se, but as the Court has done on numerous
22 occasions, has encouraged the Defendants to seek legal
23 counsel.

24 Thereafter, on May 15th, 2019, the appraisal came in
25 from Mr. Glenn's firm, Bowbridge Property Advisors, a

1 national real estate firm. Both he and one of the other
2 MAI appraisers who worked on this property were
3 disinterested and licensed by the state in accordance
4 with the statutory requirements. And in their sixty-nine
5 page report, which was expressly based upon an assumption
6 of legal access as contended by Ms. Sharon Brown, but the
7 appraisal came in at a hundred thousand dollars.

8 Then pursuant to 15-61-360, a copy of the appraisal
9 was provided to all parties. And any party, as was noted
10 in the Order, had the right to file a written objection
11 with the Court and the Clerk of Court not later than
12 thirty days after the appraisal was provided to them.

13 In that Order of May 15th, the Court also, in
14 accordance with 15-61-360(f), set today's hearing and
15 provided the date, time and location, and also stated
16 that the hearing would ultimately and finally determine
17 the fair market value of the property and all other
18 outstanding issues. The Order also stated that
19 attendance by either appraiser, Mr. Glenn or Mr. Haskell,
20 shall be required or it also provided further, any party
21 shall, at that hearing, be allowed to present admissible
22 evidence of value of the parcel and to question the above
23 appraiser as to the basis of their valuation and opinion.

24 Only one objection was filed, and that was filed by
25 Sharon Brown, and that was filed on June 5th, 2019. And

1 she states that she believes that the land is valued at a
2 minimum of a hundred and sixty-five thousand dollars.
3 And at several points in her filings, she raises issues
4 about the Court's lack of fairness and asking that Judge
5 Simmons recuse himself.

6 And I will note in the last paragraph, Ms. Brown
7 states they, some of the pro se Defendants feel that he
8 has been partial towards them throughout this whole legal
9 matters. I'm assuming, Ms. Brown, you meant to say
10 impartial towards them?

11 MS. BROWN: Yes.

12 THE COURT: Okay. So as to notice, I will note
13 the Court has sent several letters to all -- via the
14 Clerk of Court's office, has sent notice and provided
15 copies of emails and Orders and appraisals to all of the
16 parties, including the pro ses who have made an
17 appearance and provided an address.

18 Further, Attorney Leary has provided written notice
19 that has been filed with the Clerk's office on May 10th,
20 2019 and also on May 31st, 2019, advising all of the pro
21 ses of the status of the proceedings, the nature of the
22 proceedings and setting the matter for today's hearing.

23 So now that we have somewhat of a history, I am
24 going to start with Ms. Leary, if you would state your
25 full name and who you're here on behalf of today.

1 MS. LEARY: Yes, Your Honor, may it please the
2 Court? My name is Aimee Leary and I'm here on behalf of
3 the Plaintiff Laurel Grove, LLC.

4 THE COURT: All right. Let me go to the
5 attorneys that are here. Mr. Wile, I'll start with you.

6 MR. WILE: Jeffery Wile on behalf of the
7 Greenville County Tax Collector.

8 THE COURT: Okay.

9 MS. BURKE: Megan Burke. I'm the Court
10 appointed guardian ad litem.

11 THE COURT: All right. And Ms. Brown.

12 SHARON BROWN: Sharon Brown.

13 THE COURT: I'm sorry. When you're addressing
14 the Court, I do need you to stand up, please.

15 SHARON BROWN: Sharon Brown. I'm one of the
16 Defendants.

17 THE COURT: Okay. Ms. Brown, as I was looking
18 through the rather voluminous file, what exactly is your
19 ownership in the tract in question?

20 SHARON BROWN: My ownership?

21 THE COURT: Yes, ma'am.

22 SHARON BROWN: Well, we're in probate right now

23 ---

24 THE COURT: And I'm sorry. Under the Court
25 rules I need you to be standing up when you're addressing

1 the Court.

2 SHARON BROWN: Basically I will be -- I don't
3 know the percentage that they calculated, but I'm part --
4 I'm part -- I'm an heir based on the Will.

5 THE COURT: Okay. An heir via who?

6 SHARON BROWN: Lula Mae Knox.

7 THE COURT: Okay. All right. Thank you.

8 And ma'am, your name is?

9 NORMA WILLIAMS: My name is Norma Williams.
10 I'm Lula Mae's daughter.

11 THE COURT: Okay. Thank you. And then I
12 notice there are some other pro ses. So let me start
13 over here with the nice lady in the striped shirt. Your
14 name is?

15 FRANCES SULLIVAN: Frances Sullivan. I'm the
16 daughter of Willie Brown.

17 THE COURT: Okay. And then the lady seated to
18 your left?

19 SHIRLEY MILLER: I'm Shirley Miller.

20 THE COURT: Okay.

21 SHIRLEY MILLER: Lula Knox.

22 THE COURT: Okay. Thank you. And then to your
23 left?

24 EVELYN BYRD: I'm Evelyn Byrd, Lula Mae's
25 daughter.

1 THE COURT: Okay. And then the gentleman
2 behind you?

3 ALFRED WILLIAMS: I'm Alfred Williams. I'm
4 Norma Williams' husband.

5 THE COURT: I'm sorry. Could you repeat that?

6 ALFRED WILLIAMS: I'm Alfred Williams. I'm
7 Norma Williams' husband.

8 THE COURT: Alfred Williams. Okay.

9 Now, Ms. Brown, let's go ahead and address in your
10 objection to the appraisal, the June 5th document, which
11 I will note is filed only on you personally, you state
12 that the Defendants want Judge Simmons to recuse himself.
13 So I'm certainly going to give you this opportunity to
14 put on the record the specific reasons that you feel that
15 the Court should be recused.

16 If you could raise your right hand. Do you swear to
17 tell the truth, whole truth and nothing but the truth?

18 SHARON BROWN: Yes.

19 THE COURT: All right. If you'll state your
20 full name.

21 SHARON BROWN: My name is Sharon Brown.

22 THE COURT: Okay. Thank you. Now, be glad to
23 hear from you.

24 SHARON BROWN: Yes. Basically just as you
25 stated earlier, I said that a lot of the Defendants feel

1 that you have not been fair.

2 THE COURT: Again, this motion is filed only by
3 you individually. So these need to be specifically your
4 issues.

5 SHARON BROWN: Okay. Well, this is an
6 objection to appraisal?

7 THE COURT: Yes, ma'am.

8 SHARON BROWN: Okay. So I'm doing a motion
9 right now, too, motion to recuse you right now, too?

10 THE COURT: Yes, ma'am.

11 SHARON BROWN: Well, basically a lot of people
12 feel that you have not really been fair.

13 THE COURT: Again, I'm not trying to cut you
14 off, but I know I'm doing that. This motion is filed
15 only by you. So what other people may have felt or may
16 have concerns about, the only person who has filed this
17 motion is you, so we need to limit it to your specific
18 situation and your specific evidence that the Court
19 should be recused.

20 SHARON BROWN: Well, I didn't bring all my
21 evidence, but some of the things that you have said, even
22 at the last hearing, was not correct, some of the
23 recitation, even at the last hearing that we had that you
24 said something to the effect -- I can't quote you because
25 I don't have a transcript -- but basically I have only

1 been absent once. And you said that I had even been
2 coming, something to that effect. And a lot of other
3 negative stuff that you've said to -- well, I'm just
4 going by how I feel. I don't want you to take this ---

5 THE COURT: This is my job and you're doing
6 your job. That's why I'm giving you this opportunity to
7 put it on the record because if this case goes down to
8 Columbia, and I suspect it will, I want to make sure that
9 you're protected when you talk to the Appellate Judges.

10 SHARON BROWN: Yes. Some of the recitations
11 that you said -- facts that you said happened in the
12 course of the litigation in the past when we were here
13 last time had not happened. And I didn't bring my
14 evidence because I didn't know you were going to let me
15 do a motion to recuse, even though I mentioned that. But
16 I didn't actually file a motion, actual motion. But
17 basically we -- well, I feel that it's just been a
18 negative light that you've put on us.

19 And me personally, I'm just going to be how I really
20 feel, I just feel like the way you are stating things is
21 always in the negative. Like when Mr. Vieth first -- we
22 haven't been getting a lot of continuances. Only one --
23 I don't know about Mr. Vieth, the attorney, because I
24 don't know his schedule, but he had to cancel some of the
25 hearings or whatever. But we haven't been called into

1 Court, us personally, and we don't have anything to do
2 with our attorney's schedule. And it's just been all
3 negative, you know, just making us look all negative, to
4 me, along with some of your recitation of facts were not
5 accurate.

6 THE COURT: Okay. Is there anything else you
7 would like to have on the record?

8 SHARON BROWN: No.

9 THE COURT: And again, I know it's awkward for
10 you to have to look at the judge and say, these are the
11 reasons you shouldn't be on the case. So I really do
12 appreciate you stating that. And in your June 5th
13 filing, you say, want Judge Simmons to recuse himself
14 from this case, so I certainly consider that as a motion.
15 But anyway, you're protected on the record.

16 I'm going to deny the motion.

17 And Mr. Glenn, the appraiser, if you'll come around
18 to the witness stand, please, sir. If you'll come over
19 here, place your left hand on the bible, raise your right
20 hand for me. Do you swear to tell the truth, whole truth
21 and nothing but the truth?

22 TRIPP GLENN: Yes, sir.

23 THE COURT: All right. Thank you. If you'll
24 come around and have a seat.

25 TRIPP GLENN,

1 **BEING DULY SWORN, TESTIFIED AS FOLLOWS:**

2 THE COURT: And what I'm going to do for the
3 attorneys, as well as for Ms. Brown, you know, Mr. Glenn
4 has provided his written appraisal to all the parties.
5 It's also been transmitted and mailed to the pro ses. So
6 I'm going to start with allowing Ms. Leary to ask
7 questions because he is the court appointed appraiser,
8 under the statute. And then the attorneys can certainly
9 ask Mr. Glenn any questions. And then Ms. Brown, you
10 certainly have that opportunity, as well. And I'll
11 certainly open it up to any of the other pro ses that are
12 here.

13 So Ms. Leary.

14 MS. LEARY: Thank you, Your Honor. May it
15 please the Court? Your Honor, we've reviewed the
16 appraisal that was submitted by Mr. Glenn. We further
17 reviewed the sworn statement that he provided thereafter.
18 And we have no objections to the information he has
19 provided, the value he has provided, Your Honor, so in
20 order to sort of not take up any more of the Court's
21 time, I really don't have any questions.

22 THE COURT: Okay. Thank you.

23 MS. LEARY: I respect the Court's opinion.

24 THE COURT: Mr. Wile?

25 MR. WILE: Your Honor, I don't have any

1 questions.

2 THE COURT: Ms. Burke?

3 MS. BURKE: I have no questions, Your Honor.

4 THE COURT: Before I turn it over to the pro
5 ses, Mr. Glenn, if you could state your qualifications
6 for the record.

7 TRIPP GLENN: Yes, sir. I graduated from
8 Presbyterian College.

9 THE COURT: Feel free to pull that microphone a
10 little bit closer. There you go.

11 TRIPP GLENN: I graduated from Presbyterian
12 College in 1997. I obtained a -- began my commercial
13 appraisal career in 2002 in Atlanta, Georgia. And in
14 2005, I moved to Greenville and have been with the
15 Robinson Company, which is now Bowbridge, a local
16 appraisal firm, since that time. And I obtained my MAI
17 designation in 2008.

18 THE COURT: And MAI stands for what?

19 TRIPP GLENN: It doesn't stand for anything any
20 more. They changed how they define it. But it used to
21 mean I'm a Member of the Appraisal Institute. But it is
22 now a designation certifying we've obtained a certain
23 level of appraisal experience, completed comprehensive
24 exams and a demonstration appraisal.

25 THE COURT: All right. And are you licensed in

1 the state of South Carolina?

2 TRIPP GLENN: Yes, sir.

3 THE COURT: And do you have any interest in the
4 tract that you have appraised?

5 TRIPP GLENN: No, sir.

6 THE COURT: Okay. Walk us all through the
7 process of coming up with a value.

8 TRIPP GLENN: So when we receive an assignment,
9 we identify the property. We identify it by its
10 location, its locational characteristics, its legal
11 characteristics such as zoning, its physical
12 characteristics such as topography, access, shape, size,
13 and then we determine the highest and best use of the
14 property. At that point, once the highest and best use
15 is determined, we value the property using sales or at
16 least listings of similar properties on the market and
17 reconcile and try to reflect what the market would say --
18 excuse me -- the opinion of market value based on those
19 comparables.

20 THE COURT: All right. And specifically what
21 did you do in this case?

22 TRIPP GLENN: So, in this case we identified
23 the neighborhood, which is a residential area off of
24 Anderson Ridge Road, Bennetts Bridge Road. We identified
25 all the market trends as far as is the real estate --

1 trends in this market positive or negative, stable.

2 At that point we dug down in more on a micro level
3 as to the property, identifying its size, its shape, its
4 access. At that point we began our search for comparable
5 sales in and around this area. Then we selected the
6 properties that we felt were most similar to this
7 property and adjusted them based on differentials and
8 physical characteristics and reconciled those sales to
9 our market value conclusion.

10 THE COURT: And how many comparables were used
11 and how many are typically used?

12 TRIPP GLENN: We used four in this case. The
13 minimum requirement is three. So I would say somewhere
14 between three to five comparables is fairly typical.

15 THE COURT: And how recent were the
16 comparables?

17 TRIPP GLENN: The oldest was February 2017.
18 The most recent was August 2018.

19 THE COURT: There was some communication
20 between the parties that you had raised relative to
21 access to the property. Can you explain that, please?

22 TRIPP GLENN: Well, the property is surrounded
23 on all sides by -- the property has no road frontage. So
24 we wanted -- to value it, we wanted to confirm that the
25 property could be accessed so you could develop it at

1 some point. And based on the documentation, it appears
2 it does have a legal easement to access the property.

3 THE COURT: All right. So that is a legal,
4 recorded ---

5 TRIPP GLENN: Yes, sir.

6 THE COURT: --- easement in perpetuity?

7 TRIPP GLENN: Yes, sir.

8 THE COURT: And how many properties in your
9 career do you estimate you have appraised?

10 TRIPP GLENN: Hundreds.

11 THE COURT: And how many tracts would that have
12 included?

13 TRIPP GLENN: Of land? Perhaps twenty percent.

14 THE COURT: Okay. And are you qualified -- or
15 have you been qualified and testified in a Court
16 proceeding as an expert?

17 TRIPP GLENN: Yes, sir.

18 THE COURT: And give us an idea of how many
19 times?

20 TRIPP GLENN: Three.

21 THE COURT: All right. And did you also form
22 an opinion as to what the property could be divided in
23 kind -- in other words split between the relative
24 ownership interests or was it more appropriate or
25 necessary to dispose of it in whole?

1 TRIPP GLENN: We did form an opinion; yes, sir.
2 We formed the opinion that it creates more value to
3 dispose of the property in whole by not diluting the
4 ownership interests.

5 THE COURT: In light of the ownership interests
6 set out in the Order of February 22nd where you basically
7 have three groups. You have the Plaintiffs owning a
8 little over thirty-seven percent. You have the children
9 of Willie Brown, and that's seven children owing combined
10 a twenty-five percent interest. And then the Estate of
11 Lula Mae Knox is still being litigated, owing the other
12 thirty-seven percent. Could that -- could this tract
13 feasibly be divided into tracts or parcels that small?
14 And I may not have done a good job of asking that
15 question.

16 TRIPP GLENN: Could you subdivide it into three
17 parcels? Is that what you're asking?

18 THE COURT: In light of the respective
19 ownership interests?

20 TRIPP GLENN: I believe the RS zoning has a
21 minimum size lot of -- bear with me one moment. Without
22 sewer I believe the smallest that you could subdivide a
23 lot is thirty thousand seven hundred five hundred -- no,
24 thirty-seven thousand five hundred square feet.

25 THE COURT: So if somebody owns a -- if several

1 people own a one-fortieth or a one-twentieth interest,
2 does it then become a legal impossibility ---

3 TRIPP GLENN: I would have to do that math on
4 that. I believe so.

5 THE COURT: All right. And so based upon your
6 review, you came up with what value?

7 TRIPP GLENN: One hundred thousand dollars.

8 THE COURT: And was your work done in
9 conjunction with or reviewed by another MAI?

10 TRIPP GLENN: Yes, sir. Corbin Haskell, who is
11 our senior appraiser, managing appraiser. He reviews all
12 appraisals that go out of our office.

13 THE COURT: And was his opinion consistent with
14 your opinion?

15 TRIPP GLENN: Yes, sir.

16 THE COURT: And you're telling me that as of
17 today, July 29th, 2019, you believe that still to be a
18 valid opinion as to the value?

19 TRIPP GLENN: Yes, sir.

20 THE COURT: Okay. Ms. Brown, now is your
21 opportunity to ask Mr. Glenn any questions whatsoever
22 about his evaluation.

23 SHARON BROWN: Your Honor, I don't want to --
24 well, I want to ask him a question, but before I ask him
25 a question, I wanted to get this on the record, as you

1 said, in case a higher court becomes necessary.

2 On the record, Attorney Leary stressed that there
3 was no infrastructure on the land, on more than one
4 occasion, to the court appraisal company. And she
5 constantly interfered with the appraisal. And I feel
6 like the appraisal is biased at this point because I feel
7 like the appraisal person would have it under pressure
8 because he has this Plaintiff that's stressing stuff to
9 him while he's doing the appraisal. So he's going to be
10 kind of constrained, and I'm not going to get it too high
11 because I don't want to be in a battle with Attorney
12 Leary because she's emailed me on more than one occasion
13 stressing stuff. And so I really feel that Attorney
14 Leary should be totally responsible to have another
15 appraisal because of her interference.

16 THE COURT: All right. Now is your opportunity
17 to ask Mr. Glenn -- and you can certainly ask him
18 questions about bias influence, improper comparables.
19 You have -- this is your opportunity to ask him any
20 questions. And if you have concerns about undue
21 influence by Ms. Leary or by the Court or by any other
22 attorneys, now is your opportunity to ask him.

23 SHARON BROWN: Okay. I just have one question
24 for him because basically my appraiser has it valued at
25 one sixty-five, a hundred and sixty-five thousand. And

1 his partner has it at a hundred and sixty-five thousand.
2 So I have two licensed appraisers that say the property
3 is a hundred and sixty-five thousand. And I didn't
4 interfere with them. I didn't ---

5 THE COURT: Now is your chance to ask this
6 witness ---

7 SHARON BROWN: Okay. The question for you is,
8 is it feasible that since they own thirty-seven percent
9 of the parcel, can you divide their part of the parcel
10 and just leave Lula Mae Knox's portion at thirty-seven
11 percent or Willie Brown's portion at twenty-five percent
12 and leave that as is and just let them take their portion
13 out of the three acres. Because we're not trying -- we
14 don't want to sell. If we wanted to sell we would have
15 put a for sale sign up.

16 TRIPP GLENN: Is it physically possible to
17 subdivide the property; is that what you're asking?

18 SHARON BROWN: Just to get their part out of it
19 and just don't worry about dividing the other
20 individually for individuals and just leave Lula Mae
21 Knox's portion there and -- basically there are three
22 owners right now, basically; her client, Lula Mae heirs
23 and Willie Brown heirs.

24 TRIPP GLENN: That's somewhat of a legal issue,
25 I believe, as to whether it's -- the owners would have to

1 agree. I don't believe there's any -- if you own the
2 property you can do with it what you want. You may not
3 be able to develop it or sell it as highest and best use
4 would bring the highest opinion of market value if you
5 subdivide it further.

6 SHARON BROWN: Well, I understand your
7 position. What you're saying, taking a part out of the
8 three acres could make it, when we get ready to sell if
9 we ever wanted to sell, we would get probably less money.
10 But we don't want to sell, so ... And I know this is not
11 a question -- this is not a question for you. But
12 basically we just want to see can we just let her go on
13 with her thirty-seven percent and not try to force us out
14 of our -- to sell our part, basically. But it's not
15 really a question for you.

16 And Your Honor, I have another issue. And this is
17 just something that -- I'm not making no accusation or
18 anything, but I was reading the quitclaim deed where
19 Attorney Leary and L'kita Brown obtained -- when she
20 obtained the property she witnessed it and got a
21 quitclaim deed. We don't know of my grandmother's dad,
22 who was the primary owner of the land, estate ever being
23 probated. And I've asked several members of the family
24 about this. And we want to have you, if possible, to see
25 if my grandfather indeed probated in Greenville County,

1 his heirs probated his estate according to this quit deed
2 because nobody in the family knows of that ever
3 happening.

4 THE COURT: And I know this answer is not going
5 to satisfy you, but that's an issue that's not in front
6 of the Court. So again that's a wonderful reason for all
7 the family to talk with a lawyer if y'all have any
8 concerns about that. But that's just something I'm not
9 familiar with. It was not an issue that has been raised
10 by any of the pleadings in this matter.

11 SHARON BROWN: Oh, okay. Because we don't even
12 know if they even legally even own the thirty-seven
13 percent.

14 THE COURT: Well, there's already been a Court
15 Order that's established that they own the thirty-seven
16 percent.

17 SHARON BROWN: Okay. I'm just going to look
18 into it and just make sure there ain't no problem in them

19 ---

20 THE COURT: Yes, ma'am. I think it would be a
21 great idea to talk with a lawyer.

22 SHARON BROWN: --- obtaining. Just making
23 sure.

24 Now, for any of the other pro se parties that are
25 here today, do any of you have any questions of Mr.

1 Glenn, this gentleman who's the appraiser. If so, this
2 is your opportunity.

3 NORMA WILLIAMS: Yes. Mr. Glenn, ---

4 THE COURT: And ma'am, if you could state your
5 name just to ---

6 NORMA WILLIAMS: Okay. My name is Norma
7 Williams.

8 THE COURT: All right, Ms. Williams.

9 NORMA WILLIAMS: I would like to know how is it
10 that you can't divide three acres and give them their
11 share? In the beginning we did not want to sell
12 anything, but some kind of way they manipulated our
13 granddaughter -- our cousin, a great granddaughter, and
14 she gets ten thousand dollars because they manipulated
15 her, and we get nothing. And I'm trying to figure out
16 how is it possible that you can take somebody else's land
17 and give it all to them for nothing?

18 Now, to me I'm thinking that my grandmother, Willie
19 Brown and Robert Brown comes to about sixty-two percent
20 is what we owned. Why they can't take this three acres
21 of land, why they can't take their acre and go on? What
22 is the problem that you can't divide this?

23 TRIPP GLENN: I'm not saying that you can't
24 divide it. I'm saying that doesn't create the highest
25 value of the property.

1 NORMA WILLIAMS: We're not concerned with the
2 value of it because we're not selling it.

3 TRIPP GLENN: I was tasked with determining ---

4 NORMA WILLIAMS: We're not interested in
5 selling it. So why not take the share that they got and
6 go on? We don't care that they don't get enough for
7 their part. For the first place, we weren't trying to
8 sell it to them. So why not divide it up, take the one
9 acre, go with it. We're not interested in selling it.
10 Can you not do that? And I'm sure with all these degrees
11 that you have, I know you can do that.

12 TRIPP GLENN: I don't have the authority to
13 divide your property.

14 NORMA WILLIAMS: Well, that's what you're doing
15 when you sit up there and say that you don't think it's
16 in the best interest. In the best of whose interest?

17 TRIPP GLENN: That's the ---

18 NORMA WILLIAMS: None of it ---

19 THE COURT: Let me ask it a little bit of a
20 different way, Ms. Williams, because in -- this is family
21 property, and I can't image the heart pull. And so I
22 really am, despite what it may appear at times, I really
23 am trying to be sensitive. But my overarching job ---

24 NORMA WILLIAMS: Yes, sir.

25 THE COURT: --- is -- if you're going to say

1 anything, ma'am, under your breath, you're more than
2 welcome to say it out loud. Yes, ma'am.

3 SHARON BROWN: I didn't say anything under my
4 breath.

5 THE COURT: Yes, ma'am.

6 NORMA WILLIAMS: I didn't hear you.

7 THE COURT: So is there any way -- there are
8 three large categories of ownership. But in those sub
9 categories, like Frances Lee Farmer owns .05 percent,
10 Marcus Lynn Farmer owns .025 percent and on down for
11 those seven interests. Can you divide this three acre
12 tract into a 37.5 percent share, an 0.5 percent share, an
13 0.25 percent share, an 0.25 percent share, an 0.5 percent
14 share, an 0.5 percent share, an 0.25 percent share, an
15 0.25 percent share, and then another thirty-seven percent
16 share?

17 TRIPP GLENN: Yes, you can do that.

18 THE COURT: Okay. What does that look like
19 from a practical standpoint?

20 TRIPP GLENN: Well, it would have to be
21 negotiated between the property owners in agreement on
22 the price.

23 THE COURT: All right. What if the property
24 owners can't or don't agree?

25 TRIPP GLENN: They can't sell it to the other

1 two. The other shares can't buy out the shares that want
2 to sell.

3 THE COURT: All right. Now, any other
4 questions from any of the other pro se individuals? All
5 right. Then any other questions from any of the
6 attorneys?

7 MS. LEARY: No, Your Honor.

8 MR. WILE: No, Your Honor.

9 MS. BURKE: No, Your Honor.

10 THE COURT: All right. So, Mr. Glenn, you can
11 have a seat. If you will stay in the courtroom, though.

12 TRIPP GLENN: Yes, sir.

13 THE COURT: All right. Ms. Brown, I understand
14 you have an appraiser present. Would you like to call
15 him as a witness?

16 SHARON BROWN: Yes, sir.

17 THE COURT: Okay. Sir, if you'll come around,
18 please. And if you would place your left hand on the
19 bible and raise your right hand. Do you swear to tell
20 the truth, whole truth and nothing but the truth?

21 DAVID BATSON: I do.

22 THE COURT: Thank you. Come around and have a
23 seat, please, sir. And if you'd pull that microphone a
24 little bit closer to you. If you'd state your full name,
25 please.

1 DAVID BATSON: David Batson.

2 THE COURT: All right. And Mr. Batson, if you
3 could state your qualifications, please, sir.

4 DAVID BATSON: I'm a real estate appraiser here
5 in Greenville. I've been a full time appraiser now for
6 three years. Before that I was in banking and the tax
7 business, as well. I have a 1998 degree from
8 Presbyterian College.

9 THE COURT: And what designations do you hold?

10 DAVID BATSON: I am just an apprentice
11 appraiser.

12 THE COURT: Okay. And are you licensed in the
13 state?

14 DAVID BATSON: Yes, I am.

15 THE COURT: Okay. And have you testified in
16 Court before?

17 DAVID BATSON: No, I have not.

18 THE COURT: Okay. So Ms. Brown, now is -- you
19 can ask him any questions or I'll be glad to do what I
20 did with Mr. Glenn and ask him some general questions.
21 But he's your appraiser so I want to give you the
22 opportunity.

23 SHARON BROWN: Yes.

24 **DAVID BATSON,**

25 **BEING DULY SWORN, TESTIFIED AS FOLLOWS:**

1 SHARON BROWN: Do you agree with, I think his
2 name is Howard Dixon ---

3 DAVID BATSON: Dixon Howard, yes.

4 SHARON BROWN: --- Dixon Howard's ---

5 DAVID BATSON: Yes.

6 SHARON BROWN: --- the value of the land being
7 a hundred and sixty-five thousand dollars?

8 DAVID BATSON: I do. I have looked over
9 Dixon's appraisal and I understand where his numbers came
10 from. And based on my knowledge of the appraisal
11 business and what I see in this appraisal, I do agree
12 based on those facts.

13 SHARON BROWN: Were we trying to influence --
14 when y'all did that appraisal do you know of me trying to
15 influence you all or any of the family trying to
16 influence you all to say it's a hundred and sixty-five
17 thousand dollars?

18 DAVID BATSON: I have no knowledge of that.

19 SHARON BROWN: Did we tell you there was no
20 infrastructure or anything on the land and just put
21 pressure by saying that? Or did y'all discover that on
22 your own?

23 DAVID BATSON: I have no knowledge that you
24 guys tried to influence. Normally we do our own
25 research.

1 SHARON BROWN: You do your own research? So
2 you don't rely on me calling you and saying that Dixon,
3 there ain't no infrastructure on the land? Because
4 that's your job to do that?

5 DAVID BATSON: Yes, it is.

6 SHARON BROWN: Okay. Thank you.

7 THE COURT: All right. Any of the other pro se
8 individuals here have any questions of Mr. Batson?

9 All right, Mr. Leary, your witness.

10 MS. LEARY: Your Honor, we'm not prepared to
11 ask any questions. I believe that the statute allows the
12 Court to, you know, identify the value in the Court's
13 discretion based upon the appraisals that have been
14 submitted. And we have no intention to ask any questions
15 related to it.

16 THE COURT: There's obviously a sixty-five
17 thousand dollar difference, and I don't know at this
18 point the procedure and the protocol of the comparables,
19 so this is your client's opportunity to speak now or
20 forever hold their piece on the one sixty-five.

21 MS. LEARY: I understand, Your Honor.

22 THE COURT: Okay. Mr. Wile?

23 MR. WILE: I don't have any questions.

24 THE COURT: Ms. Burke?

25 MS. BURKE: I don't have any questions, Your

1 Honor.

2 THE COURT: All right. Mr. Batson, walk us
3 through the process that was used to come up with the
4 hundred and sixty-five thousand dollar value.

5 DAVID BATSON: Well, in our -- when we do an
6 appraisal, similar to what Mr. Glenn said, we identify
7 the property, we identify the physical and legal
8 characteristics of the property. Once we do that, we
9 look at comparable properties in the area. We try to get
10 as close in proximity as possible to the subject
11 property. And with this particular property, which we
12 have as 4.51 acres, we found a property -- one property
13 that was less than, one property that was greater than,
14 and then two additional properties that were similar in
15 acreage to the subject property. And we feel that gives
16 the best opinion of value, is to find the closest
17 comparables and, you know, close proximity in acreage.

18 THE COURT: So your evaluation is based on a
19 4.51 acre tract?

20 DAVID BATSON: Yes. We've got a 4.51 acres
21 tract that appraised for eighty thousand.

22 THE COURT: No, I'm talking about the subject
23 property? How large is the piece of property that you
24 appraised for this lawsuit? I understood you to say 4.5
25 acres.

1 DAVID BATSON: 4.51 acres is what's in the
2 current appraisal. And I'm not the appraiser that ---

3 THE COURT: All right. But for this particular
4 parcel?

5 DAVID BATSON: Correct. That's the appraisal I
6 have in front of me.

7 THE COURT: Ms. Brown, help me out, because ---

8 SHARON BROWN: I'm going to look at my papers.

9 THE COURT: --- the Court Orders I've seen show
10 this parcel as a 3.0 acre tract. Ms. Leary?

11 MS. LEARY: Yes, Your Honor, that's correct.

12 THE COURT: It's a three acre tract?

13 MS. LEARY: Yes, Your Honor.

14 SHARON BROWN: Well, the appraisal has 3.0
15 acres.

16 THE COURT: But you understand Mr. Batson is
17 saying he appraised a 4.5 acre tract?

18 DAVID BATSON: You know, I may have the wrong
19 appraisal, too, in front of me. I have the appraisal
20 that was provided to me by Mr. Howard and it may be the
21 incorrect appraisal. But as far as ---

22 THE COURT: Ma'am, could you hand him what you
23 have?

24 SHARON BROWN: Yes.

25 THE COURT: Thank you, Ms. Brown.

1 DAVID BATSON: Evaluations are the -- we come
2 to our evaluation the same way.

3 THE COURT: But obviously whether it's three or
4 whether it's 4.5 is a significant question.

5 DAVID BATSON: Oh, okay. Okay. Yeah. It
6 looks like, yeah, again we chose properties that were
7 similar in acreage to the subject property. And we chose
8 properties that are also as close as possible in
9 proximity that were similar properties. And also the
10 date. The date of the sale, we try to get within one
11 year of the proposed sale of the subject property.

12 THE COURT: So have you reviewed the
13 comparables used by Mr. Glenn?

14 DAVID BATSON: I have not.

15 THE COURT: And did your valuation take into
16 consideration no direct road frontage?

17 DAVID BATSON: Yes, it does. It has the
18 typical three acres and does have an easement in place
19 for access to the property. So we did address the
20 easement on the property.

21 THE COURT: All right. And what comparables
22 did you look at?

23 DAVID BATSON: Our first comparable was
24 Bennetts Bridge Road, which was 1.52 miles from the
25 subject property. The closing date was April of 2018,

1 and that was a two acre parcel. The second parcel was on
2 Scuffletown Road, which was 3.77 miles. That was a two
3 and a half acre parcel. The third parcel was 1.68 miles
4 from the subject property and 1.21 acres. And we
5 adjusted that for each -- we adjusted the difference in
6 acreage on each of those comparable properties.

7 THE COURT: And then I'm going to ask you the
8 same question I asked Mr. Glenn. Is this property
9 capable -- and part of the definition of capable means to
10 have some type of value, if you will -- to divide the
11 property, the three acre tract, into a 37.5 percent
12 interest, two 37.5 percent interests and then .05, .0 --
13 let me do this. If you'll look I'm showing this witness
14 the Court Order.

15 DAVID BATSON: The one fortieth, one twentieth
16 and so on.

17 THE COURT: What does that do to the value of
18 the property if you divided a three acre tract that many
19 times?

20 DAVID BATSON: It dilutes the value so that the
21 property would not have the same value as to leave it as
22 one piece of property. Obviously you can divide, you
23 know, subdivide it any way you want to as far as the
24 percentages goes, but the value would change
25 dramatically.

1 THE COURT: I was never good at math, which is
2 why I ended up going the law track, but what does .025 of
3 the three acre tract physically look like? And under the
4 zoning requirements could anything ever be done with that
5 land?

6 DAVID BATSON: Under the zoning requirements
7 there could not be anything built on that piece of
8 property. And it would be a very small piece of
9 property.

10 THE COURT: Would it have any effectively
11 marketable value?

12 DAVID BATSON: The only marketable value that I
13 would see in that would be for anybody that had adjacent
14 property that may look to acquire that property in the
15 future, based on that.

16 THE COURT: But standing alone, the .025
17 interest in that three-acre tract?

18 DAVID BATSON: Would have very -- in my opinion
19 it would have very little value.

20 THE COURT: Okay. All right. And your fee for
21 this is what?

22 DAVID BATSON: One fifty an hour.

23 THE COURT: Okay. But as far as ---

24 DAVID BATSON: Oh, for this? Our typical fee
25 to do these type of appraisals is three hundred dollars.

1 And I'm not sure, you know, based on -- there's different
2 factors that go into that. I'm not sure what ---

3 THE COURT: Has the final bill been submitted
4 to Ms. Brown?

5 DAVID BATSON: I believe it has.

6 THE COURT: And do you know what that is?

7 DAVID BATSON: No, sir, I do not. Mr. Howard
8 that owns our company handles that aspect of it.

9 THE COURT: And is he -- and I know, according
10 to Mr. Glenn, what I thought it used to mean, but it may
11 not mean that anymore. But is he an MAI?

12 DAVID BATSON: No, he is not, I don't believe.

13 THE COURT: Okay. So Ms. Brown, have you
14 received a bill from your appraisals?

15 SHARON BROWN: Have I received ...

16 THE COURT: A bill from this gentleman's
17 company?

18 SHARON BROWN: Well, we paid them two fifty. I
19 don't know if I'm going to be receiving one for today or
20 not, though. So far, no, other than the two fifty.

21 THE COURT: And Mr. Glenn, your total fee was
22 what?

23 TRIPP GLENN: One thousand two hundred dollars.

24 THE COURT: All right. Thank you.

25 Now, Ms. Brown, or anyone else, any other questions

1 of Mr. Batson?

2 SHARON BROWN: Yes.

3 **REDIRECT EXAMINATION**

4 SHARON BROWN: Right now the land is currently
5 -- it's three acres, but basically right now there are
6 just three owners; Lula Mae Knox, deceased Lula Mae Knox,
7 though we are her heirs; the deceased Willie Brown and
8 people who are her heirs, and they own a third. If we
9 leave it as is, Lula Mae Knox, the deceased, still just
10 leaving it like it was without probating this stuff out
11 of their name into our name because right now it's just
12 in their name still, will be still their, not ours. So
13 if we just leave it like it is right now, with Lula Mae
14 Knox, the deceased just being the owner, and us not
15 trying to get it out of her name, Willie Brown being the
16 owner of the other piece, twenty-five percent, leave it
17 in her name because that's how we had it because we
18 weren't trying to divide it into those small sections,
19 and give her her piece, thirty-seven percent, and leave
20 the other two, the property as is in those Defendants'
21 names and leave us out of it trying to get it into our
22 names because we haven't probated it anyway -- probated
23 this stuff anyway, would that be feasible for us to leave
24 the parcel as is in the Defendants' name because we don't
25 -- we're not concerned in dividing it up so everybody

1 gets a little piece. We just want to leave it alone
2 because I feel like their whole motive from day one was
3 to take us hostage by this one piece and take us hostage
4 to take the other part and force us out of the other
5 part. And they're not being reasonable with trying to
6 compensate us for the fair market. It's not that we
7 wouldn't possibly sell. We weren't looking to sell. But
8 if we were to sell, we do want to get the fair market
9 value.

10 DAVID BATSON: Right.

11 SHARON BROWN: Is it possible just to leave it
12 like it is?

13 DAVID BATSON: I can't speak to the legal
14 aspects of that as far as leaving it in the name with
15 probate involved or whatever. But I mean it's certainly
16 feasible from our standpoint as an appraiser to split the
17 property up, you know, into three pieces of property, or,
18 you know, if those properties remain whole. Again, you
19 know, once you start dividing them very small then they
20 lose their value.

21 SHARON BROWN: Okay. But it is feasible that
22 it can just stay like it is and just cut our piece out
23 and not divide Lula Mae -- the Defendant Lula Mae Knox's
24 part of thirty-seven and divide Willie Brown's twenty-
25 five percent, because she told me she wasn't interested

1 in selling either.

2 And if we were to force the sale we do want fair
3 value.

4 DAVID BATSON: Right.

5 THE COURT: Ms. Leary, anything else of this
6 gentleman?

7 MS. LEARY: Just one quick follow-up question,
8 Your Honor.

9 **CROSS EXAMINATION**

10 MS. LEARY: The Defendant's question about
11 splitting the property into three parcels, one being
12 twenty-five percent, did you just review a Court Order
13 that actually identifies smaller percentages you
14 discussed with Judge Simmons about the fact that it's not
15 twenty-five percent. It's actually smaller percentages
16 and that you testified that that would actually greatly
17 decrease the fair market value of the property and would
18 not be reasonable or feasible; is that correct?

19 DAVID BATSON: That's correct, yeah, based on
20 the sheet that he showed me.

21 MS. LEARY: That you just reviewed, the Court
22 Order, showing the actual breakdown in ownership of this
23 property?

24 DAVID BATSON: Correct.

25 MS. LEARY: Okay.

1 That's all, Your Honor.

2 THE COURT: All right. Thank you, sir. You
3 can step down.

4 NORMA WILLIAMS: May I ask him something, Your
5 Honor?

6 THE COURT: Yes, ma'am. Oh, I'm sorry.
7 Certainly.

8 **CROSS EXAMINATION**

9 NORMA WILLIAMS: Sir, ---

10 THE COURT: And again, I want to make sure we
11 have a clean record, so state your name.

12 NORMA WILLIAMS: Norma Williams.

13 THE COURT: All right. Thank you, Ms.
14 Williams.

15 NORMA WILLIAMS: Did we not come to you as a
16 whole to look at the land? We came to you as Willie
17 Brown and Robert Brown; did we not come to you as a
18 whole? We didn't come to you with the two percent, three
19 percent, four percent or five percent; did we? You're
20 representing -- are you not representing us as a whole,
21 the twenty-five percent and the thirty-seven percent?

22 DAVID BATSON: Yeah, we were asked to appraise
23 the three acres of land as a whole.

24 NORMA WILLIAMS: As a whole; right, for us, not
25 as two percent? Did anybody come to you that had two

1 percent actual?

2 DAVID BATSON: No, ma'am.

3 NORMA WILLIAMS: Three percent, five percent?

4 DAVID BATSON: No, ma'am.

5 NORMA WILLIAMS: But as a whole; am I right?

6 DAVID BATSON: As a whole; that's correct.

7 NORMA WILLIAMS: And as a majority of the
8 owners, could that not be represented as a majority?
9 We're not looking at two percent because if we sell at
10 two percent, I can afford to pay somebody with two
11 percent off. I can afford to pay somebody with five
12 percent of the property. We came to you as a whole.

13 In the first place we didn't say that we was
14 interested in selling; did we? We're trying to protect
15 our land from somebody that's already a millionaire that
16 can go somewhere else and buy. So we came to you as a
17 whole to try to see an outlook on this land.

18 I don't see asking about two percent or three
19 percent. I'm not trying to be disrespectful.

20 THE COURT: Yes, ma'am. But I'm going to
21 address that in just a minute. But any other questions
22 of Mr. Batson?

23 NORMA WILLIAMS: No, sir.

24 So as a whole, as the sixty-two percent, it would be
25 feasible; right? You think? We have sixty-two percent.

1 We stand as a family. We stand as a family. We're
2 standing as a family against a huge company who is taking
3 the land by force. And all we asked of them is to pay us
4 for our sixty-two percent. I'm sure we could figure out
5 how to get it if somebody wants something. Do you think
6 that can happen with that sixty-two percent?

7 DAVID BATSON: I mean you're talking about
8 could it be ---

9 NORMA WILLIAMS: Yeah, can we divide it up in
10 sixty-two percent. We're not interested in the two
11 percents. Like you say, two percent is a small, small
12 piece. I think I have enough money to pay somebody off
13 for percent of the land, three percent.

14 DAVID BATSON: Yeah, it's certainly feasible
15 ---

16 NORMA WILLIAMS: Sixty-two percent, we can do
17 it that way; right?

18 DAVID BATSON: You could split the property up
19 that way.

20 NORMA WILLIAMS: Okay. And could they not get
21 their thirty-seven percent and go on with their property?

22 DAVID BATSON: Well, sure, I mean that could
23 happen as long as the two parties agree, of course.
24 Yeah, that could ---

25 NORMA WILLIAMS: Well, two parties are already

1 agreeing. My grandfather and my step-grandmother, we are
2 in agreeance. We was in agreeance in the beginning.

3 Laurel Lynn (verbatim) manipulated, manipulated a cousin
4 that worked in the court system, in the snack bar, and
5 forced her to sell against, against her will. Gave her
6 ten thousand dollars. You take a poor person and give
7 them ten thousand dollars, yeah, she don't have no
8 interest.

9 We are, I am Robert Brown's granddaughter. This was
10 Robert Brown's great granddaughter. So from the way
11 that they're going, the great granddaughter is going to
12 get ten thousand dollars by herself. Robert Lee Brown's
13 wife got nothing. So this is how that manipulation
14 works. We've not interested in selling.

15 So if we could just divide this up, give them their
16 percentage, we've got sixty-two percent. We stand as a
17 whole. And there's Willie Brown's daughter, she stands
18 with Lula Brown as two sisters, children, against
19 millionaires who can afford to run up a court bill and
20 make us pay for it. So this is what's happening here.
21 They're running up a thousand dollar bill. They want us
22 to pay that. They want us to pay their lawyer. So could
23 we not just not sell our part? Is that possible?

24 DAVID BATSON: I mean it's certainly possible
25 to just sell one part of it.

1 NORMA WILLIAMS: All right. Thank you. I
2 appreciate that.

3 THE COURT: All right. Thank you, sir. You
4 can step down.

5 Ms. Leary, anything else?

6 MS. LEARY: No, Your Honor.

7 THE COURT: All right. Mr. Wile? And I'm
8 assuming Greenville County doesn't take an active
9 position?

10 MR. WILE: No, Your Honor, as for taxes we
11 would just like the highest value of the property.

12 THE COURT: All right. Ms. Burke, you're the
13 guardian. That means you are duty-charged with doing
14 what is in the best interest of any unknown and
15 unidentified heirs and obviously there are quite a few
16 since there is an estate that has not been probated. On
17 behalf of the unknowns, what's your recommendation?

18 MS. BURKE: Your Honor, I, on behalf of the
19 unknowns, trust the judgment of the Court in evaluating
20 the appraisers. I do believe that in the long run ---

21 THE COURT: You're hired to take a position,
22 Ms. Burke. So what's the guardian's recommendation?

23 MS. BURKE: Your Honor, I believe that it is in
24 the best interest of the Court to take the Court ordered
25 appraisal as I do believe that as we're moving forward

1 that is the most accurate. And after listening to both
2 expert testimonies, I do believe that that would be the
3 most accurate and comprehensive evaluation.

4 THE COURT: All right. Thank you.

5 Now, Ms. Brown or Ms. Williams, anything else you'd
6 like to have on the record here today?

7 SHARON BROWN: Again, I stress that the fair
8 market value is a hundred and sixty-five thousand
9 dollars.

10 And I know in your Order you had two people's
11 signature where they were both from the same office, just
12 like Dixon and him were the one that came today, David
13 Batson, was from the same office. And I do want to
14 stress that I feel that Attorney Leary -- the whole
15 appraisal was biased. It should be redone with Attorney
16 Leary and her client paying for the appraisal because of
17 her interference with the appraiser.

18 And I stated earlier we have an appraisal done and
19 we did not interfere. They were able to figure out that
20 there was no infrastructure on the land and everything
21 they needed to do. And I'm not standing up here to be
22 nasty. But I honestly, the more I got emails from her
23 talking to Glenn about the infrastructure, it really
24 upset me because I was like she is really trying to
25 influence him. So I feel like she should be made to pay

1 for the Court to enlist another appraiser to be fair.

2 And the second thing, since basically I'm thinking
3 your Order didn't say sold, and I have already looked at
4 the law, and the first step usually is it going on a --
5 going to a realtor instead of an auction; just looking at
6 the law. I've got to pull -- but I don't need to recite
7 the law any because I'm hoping you're going to study the
8 -- have studied them or already know the law. But if it
9 is sold, which it appears that it may, we definitely
10 don't want it on an auction. We want to get the fair
11 market value. And we feel that our best chance at
12 getting it would be on a private market; private market
13 or public or whatever, with a realtor. And again, as
14 stated, I strongly recommend that the appraisal be redone
15 with Attorney Leary refraining from making any contact
16 with the appraiser company.

17 THE COURT: Ms. Williams, anything else you'd
18 like to add?

19 NORMA WILLIAMS: No, sir.

20 THE COURT: All right. And Mr. Glenn, you may
21 have already answered this and I apologize, if so. And I
22 remind you, even though you're no longer on the witness
23 stand, you're still under oath. Did you -- were you
24 influenced in any way by any of the communications by Ms.
25 Leary or her law firm providing information that you had

1 requested?

2 TRIPP GLENN: No, sir. We take any information
3 -- any information we receive from the property owner and
4 do our due diligence to confirm.

5 THE COURT: So did you feel like the
6 information that was provided was reasonable and
7 necessary and in accordance with your request?

8 TRIPP GLENN: Yes, sir. That's a fairly
9 typical practice.

10 THE COURT: And did her information -- first,
11 was any of her information proven inaccurate or
12 incorrect?

13 TRIPP GLENN: No, sir, I don't believe so.

14 THE COURT: And did it have any influence on
15 your decision ---

16 TRIPP GLENN: No, sir.

17 THE COURT: --- as far as the evaluation,
18 higher or lower?

19 TRIPP GLENN: No, sir.

20 THE COURT: All right. And Ms. Brown, if you
21 have any questions of him about that you can ask him.

22 SHARON BROWN: I'm not going to question him
23 about it because she was providing information and he
24 didn't her. She was just basically, I want to let you
25 know that there's no infrastructure; no this, no that.

1 And she was just going ahead and telling him about the
2 land without him requesting it.

3 THE COURT: Okay.

4 SHARON BROWN: And I was very -- the whole time
5 I was very upset because I just felt like I shouldn't
6 even be writing him because I felt like I would have been
7 interfering and you would have said something. And I
8 really felt at one point that you had -- needed to say
9 something to stop.

10 THE COURT: All right. Thank you.

11 Thank you, Mr. Glenn. You can have a seat.

12 All right. Mr. Brown and Ms. Williams and to the
13 others, to me the strongest appeal about all this is
14 obviously y'all have a great passion for family property.
15 And I really do respect that. And I can't even imagine
16 the number of sleepless nights that have been caused by
17 all this because you're talking family property. Family
18 property can't be replaced.

19 Here's one of the biggest troubling factors I'm
20 having with all of this, is that every time we've been in
21 Court, I have asked, said, please get everybody together
22 and make a proposal, because ultimately there is a
23 significant likelihood that the property would end up
24 having to be sold. I said that last year. I've said it
25 multiple times this year.

1 And something that I just don't think I'm doing a
2 good job of helping you all to understand is you say that
3 we're representing two-thirds of the owners. But from a
4 legal standpoint, you don't have that authority to
5 represent two-thirds of the owners. Because the only --
6 when I look on page eight of the Order dated February
7 22nd, 2019, paragraph 30(b), there are seven owners in
8 the category of children of Willie Brown. The only one
9 who is here today is Frances Lee Farmer Sullivan. The
10 other six aren't here. They haven't asked what you're
11 asking. They haven't come together to say, we want to
12 make a proposal.

13 In the estate of Lula Mae Knox, nobody knows who
14 owns that property. So you can't represent someone that
15 the Courts haven't even determined who the owners are
16 yet. So I hear what you're saying and I know in your
17 heart of hearts you have tremendous convictions that, in
18 fact, you do represent them. But you have never come
19 forth with any document that says, all of us family
20 members come together and we're asking Plaintiff do this.

21 Yes, ma'am.

22 SHARON BROWN: Your Honor, I've tried to work
23 with Attorney Leary. Matter of fact, we accepted the
24 offer. After we accepted the offer, she put a bunch of
25 stipulations about probate and -- probate and all that.

1 And matter of fact, I asked her could be stop the
2 proceedings until all this stuff is straightened out
3 because we were going to accept the offer. But again,
4 these things that she said that needed to be done at the
5 Probate Court, we went down there and it's active to work
6 on getting all that done, but she's -- to me she's saying
7 that she's offering the money and we've accepted it, but
8 at the same time she won't stop the Court from rolling,
9 so I'm just thinking that -- just saying she did it,
10 offered, but she's not actually trying to allow us to
11 carry it out. Because, well, first I need you to go make
12 sure they name an administrator and all this other stuff.
13 We've gone to the courthouse to get all that done and
14 it's set for August the 28th. But we've already told her
15 we accepted the offer and we're doing everything she
16 tells us, but she won't take this -- stop this Court
17 stuff. And when I ask her about stopping it, you need to
18 talk to your attorney. You need to talk to your
19 attorney. You need to talk to an attorney; I can't give
20 legal advice. I'm not asking legal advice.

21 THE COURT: Ms. Leary, what's the impediment to
22 having a global settlement?

23 MS. LEARY: The impediment, Your Honor, is a
24 multitude of issues. One, I've not received a global
25 settlement. It is coming from this person, Ms. Brown.

1 Two, there is an estate that has been opened, closed,
2 that I tried my best to articulate the necessary steps to
3 identify who will be the personal representative of that
4 estate to probate the estate. And I believe the last
5 offer was just to make a personal check out to Ms. Brown
6 for that estate, which obviously my client is not going
7 to authorize because it's not going to resolve the
8 issues.

9 So, Your Honor, my client has been trying to buy
10 this property for several years from this family. I
11 understand that they had no obligation to do that at any
12 point in time; however, we have gone to great lengths to
13 explain the necessary requirements to obtain good title
14 to this property and there are many barriers to that
15 still to this day, Your Honor.

16 THE COURT: All right. And Ms. Brown had
17 mentioned that there was a hearing set at the end of
18 August.

19 SHARON BROWN: August 28th a hearing was set.
20 And we just feel like ---

21 THE COURT: Ms. Brown, I'm asking Ms. Leary;
22 okay? Do you know anything about that, Ms. Leary?

23 MS. LEARY: No, Your Honor.

24 THE COURT: Here's what I'm going to do. Based
25 upon the history of the case, based upon the law, which

1 I'm duty-bound to follow, based upon the legal interests
2 that I'm duty-bound to follow, I'm going to find that the
3 appraisal provided by Mr. Glenn is accepted by the Court.
4 I have two MAIs looking at it. I just think there's a
5 higher degree of credibility for their appraisal. I'm
6 also taking into consideration the guardian ad litem's
7 recommendation.

8 So Ms. Leary, if you would start preparing an Order.
9 I still have a great desire to see this matter resolved
10 short of the next stop on the statutory process.

11 But Ms. Williams and Ms. Brown, you just have to
12 understand that Ms. Leary can't advise her client to
13 accept a proposal that the two of you are making because
14 you don't represent everybody.

15 SHARON BROWN: That wasn't the ---

16 THE COURT: I'm just telling you.

17 SHARON BROWN: But you're taking her version
18 and didn't hear my response to what she's saying.

19 THE COURT: Prepare an Order, please, ma'am.

20 MS. LEARY: Thank you, Your Honor.

21
22 END OF REQUESTED TRANSCRIPT OF TESTIMONY
23

1 The undersigned, Danette P. Hanks, Court Reporter, Office
2 of Master in Equity for Greenville County, South
3 Carolina, do hereby certify that the foregoing is a true,
4 accurate and complete Transcript of Record of all of the
5 proceedings had and evidence introduced in the hearing of
6 the captioned case, relative to appeal, before The
7 Honorable Charles B. Simmons, Jr., as Master in Equity
8 for Greenville County, South Carolina on the 29th day of
9 July, 2019.

10 I do further certify that I am neither of kin,
11 counsel, nor interest to any parties hereto.

12
13 October 14, 2019

14 

15 Danette P. Hanks, CCR
16

Fw: Laurel Grove, LLC, vs. Frances Lee Farmer Sullivan, et al

From: Sharon Brown (sharon.brown21@yahoo.com)

To: awardlaw@greenvillecounty.org

Cc: avl@wlhawkinslawfirm.com

Date: Thursday, April 4, 2019, 03:08 PM EDT

Ashley, per our conversation you would file my response since Danette is not in.

----- Forwarded Message -----

From: Sharon Brown <sharon.brown21@yahoo.com>

To: dahanks@greenvillecounty.org <dahanks@greenvillecounty.org>

Cc: Aimee Leary <avl@wlhawkinslawfirm.com>

Sent: Thursday, April 4, 2019, 02:56:20 PM EDT

Subject: Laurel Grove, LLC, vs. Frances Lee Farmer Sullivan, et al

Good Afternoon Ms. Danette Hanks,

Per our conversation on yesterday, I would be e-mailing you my response to Judge Charles B. Simmons' letter dated March 25, 2019. My response is attached to this e-mail. Per our conversation, you would give Judge Simmons a copy of my response. Additionally, you could take a copy of my response to the clerk of court's office to have it filed/clocked in. Please do so (have it filed/clocked at clerk of court's office). Also you said you could e-mail me once you have taken my response to the clerk of courts office. Please do so.

Please feel free to contact me if you have any questions.

Thanks So Much!!!

Best2U

Sharon Brown
(864)253-9975

P.S.- Per your instruction, I'm copying the Plaintiff's attorney on this correspondence.



Laurel Grove vs... Frances.... (Defendant Brown's Answers to Judge Simmons.pdf
2.4MB

Fw: Laurel Grove, LLC, vs. Frances Lee Farmer Sullivan, et al

From: Sharon Brown (sharon.brown21@yahoo.com)

To: awardlaw@greenvillecounty.org

Cc: avl@wlhawkinslawfirm.com

Date: Thursday, April 4, 2019, 03:08 PM EDT

Ashley, per our conversation you would file my response since Danette is not in.

----- Forwarded Message -----

From: Sharon Brown <sharon.brown21@yahoo.com>

To: dahanks@greenvillecounty.org <dahanks@greenvillecounty.org>

Cc: Aimee Leary <avl@wlhawkinslawfirm.com>

Sent: Thursday, April 4, 2019, 02:56:20 PM EDT

Subject: Laurel Grove, LLC, vs. Frances Lee Farmer Sullivan, et al

Good Afternoon Ms. Danette Hanks,

Per our conversation on yesterday, I would be e-mailing you my response to Judge Charles B. Simmons' letter dated March 25, 2019. My response is attached to this e-mail. Per our conversation, you would give Judge Simmons a copy of my response. Additionally, you could take a copy of my response to the clerk of court's office to have it filed/clocked in. Please do so (have it filed/clocked at clerk of court's office). Also you said you could e-mail me once you have taken my response to the clerk of courts office. Please do so.

Please feel free to contact me if you have any questions.

Thanks So Much!!!

Best2U

Sharon Brown
(864)253-9975

P.S.- Per your instruction, I'm copying the Plaintiff's attorney on this correspondence.



Laurel Grove vs... Frances.... (Defendant Brown's Answers to Judge Simmons.pdf
2.4MB

RE: Laurel Grove v. Frances Lee Farmer Sullivan (2018-23-00883)

From: Aimee Leary (avl@wlhawkinslawfirm.com)

To: kkimbrell@greenvillecounty.org; tglenn@valbridge.com; DaHanks@greenvillecounty.org

Cc: JWile@greenvillecounty.org; sharon.brown21@yahoo.com; meg@upstategal.com

Date: Tuesday, April 23, 2019, 08:48 AM EDT

Karen:

Good morning. There is no legal access of any kind. The appraisal should take into consideration that there is no access to this property. The appraisal cannot assume that there is legal access because this issue directly affects the value of the property and that is critical in determining its value. I am also including the below information previously provided which I believe also influences the value of the property.

The property is currently limited to single family homes per Greenville County zoning and the property has no utilities. Utility access will require additional costs.

Thank you,
Aimee

From: Kimbrell, Karen <kkimbrell@greenvillecounty.org>

Sent: Tuesday, April 23, 2019 8:13 AM

To: Tripp Glenn <tglenn@valbridge.com>; Hanks, Danette <DaHanks@greenvillecounty.org>

Cc: Wile, Jeffrey <JWile@greenvillecounty.org>; Aimee Leary <avl@wlhawkinslawfirm.com>; sharon.brown21@yahoo.com; meg@upstategal.com

Subject: RE: Laurel Grove v. Frances Lee Farmer Sullivan (2018-23-00883)

Good morning,

Per the email from Mr. Glenn below, we need confirmation on the question below;

"Can it be confirmed from the parties involved if there is existing legal access via easements and if not, should the appraisal assume the property has legal access?"

Judge Simmons would like your responses no later than 12:00 noon on Thursday the 25th.

Thank you.

Karen K. Kimbrell
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Master-In-Equity for Greenville County
Direct Dial 864-467-8258/ Fax 864-467-8401

From: Tripp Glenn [<mailto:tglenn@valbridge.com>]
Sent: Thursday, April 18, 2019 9:17 AM
To: Kimbrell, Karen
Subject: RE: Laurel Grove v. Frances Lee Farmer Sullivan (2018-23-00883)

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Karen-

I have been out this week but back in the office. Reading through the responses, it looks that everyone agrees it is landlocked. It's been my experience that "landlocked" can have different meanings to different people. The key question that does not appear to have been answered is:

Can it be confirmed from the parties involved if there is existing legal access via easements and if not, should the appraisal assume the property has legal access?

Thank you

Tripp

From: Kimbrell, Karen [<mailto:kkimbrell@greenvillecounty.org>]
Sent: Monday, April 15, 2019 11:20 AM
To: Aimee Leary <avl@wilhawkinslawfirm.com>; Tripp Glenn <tglenn@valbridge.com>; sharon.brown21@yahoo.com; Wile, Jeffrey <JWile@greenvillecounty.org>; meg@upstategal.com
Cc: Hanks, Danette <DaHanks@greenvillecounty.org>
Subject: RE: Laurel Grove v. Frances Lee Farmer Sullivan (2018-23-00883)

Thank you all,

I have passed this on to the Judge!

Karen K. Kimbrell
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Master-In-Equity for Greenville County
Direct Dial 864-467-8258/ Fax 864-467-8401

From: Aimee Leary [<mailto:avl@wlhawkinslawfirm.com>]
Sent: Friday, April 12, 2019 7:01 PM
To: Kimbrell, Karen; tglenn@valbridge.com; sharon.brown21@yahoo.com; Wile, Jeffrey;
meg@upstategal.com
Cc: Hanks, Danette
Subject: RE: Laurel Grove v. Frances Lee Farmer Sullivan (2018-23-00883)

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Karen:

Good evening. Our firm's review of the title to this property has confirmed that the property is landlocked. I am also provided the following additional information which may be helpful to the appraiser.

The property is currently limited to single family homes per Greenville County zoning and the property has no utilities. Utility access will require additional costs.

Thank you,

Aimee

Very truly yours,
Aimée V. Leary, Esq.

Wendell L. Hawkins, P.A.
103-C Regency Commons Drive
Greer, South Carolina 29650
Phone: 864.848.9370 ext 210
Fax: 864.848.9759

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From: Kimbrell, Karen <kkimbrell@greenvillecounty.org>
Sent: Friday, April 12, 2019 1:58 PM
To: tglenn@valbridge.com; sharon.brown21@yahoo.com; Aimee Leary <avl@wlhawkinslawfirm.com>;
Wile, Jeffrey <JWile@greenvillecounty.org>; meg@upstategal.com
Cc: Hanks, Danette <DaHanks@greenvillecounty.org>
Subject: Laurel Grove v. Frances Lee Farmer Sullivan (2018-23-00883)

Good afternoon,

I am forwarding the below email from the appraiser that the Court has appointed in the Order filed this afternoon.

In it, you will note that the appraiser raises the issue of the property possibly being landlocked.

Please reply to all on this email with your answer to his question regarding recorded access to the property.

If you do not reply by 5:00 pm on Wednesday April 17, 2019, the Court will direct that the appraiser move ahead on the basis that the property has no record access.

Karen K. Kimbrell
Administrative Docketing Coordinator
Judge Charles B. Simmons, Jr.
Master-In-Equity for Greenville County
Direct Dial 864-467-8258/ Fax 864-467-8401

From: Tripp Glenn [<mailto:tglenn@valbridge.com>]
Sent: Friday, April 12, 2019 1:19 PM
To: Simmons, Judge Charles
Subject: RE:

CAUTION: This email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

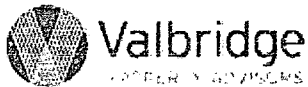
Judge Simmons-

Regarding the appraisal of Greenville County Tax Map 0550.02-01-003.32 we discussed this morning. The fee for a summary appraisal is \$1,200 with delivery in 21 to 30 days of your notice to proceed. The appraisal assumes sole ownership of the property. To my knowledge I do not know any of the property owners or attorneys involved.

One concern is that the property appears to be landlocked. Can it be confirmed from the parties involved if there is existing legal access via easements and if not, should the appraisal assume the property has legal access?

Thank you and please let me know if you need anything else.

Tripp



Wadley R. "Tripp" Glenn, III, MAI

Managing Director,

Valbridge Property Advisors

Greenville | Asheville | Columbia

Office: 864.233.6277

Cell: 864.593.5386



National Coverage. Local Knowledge. Valuation Independence.

From: Simmons, Judge Charles [<mailto:CSimmons@greenvillecounty.org>]

Sent: Friday, April 12, 2019 9:35 AM

To: Tripp Glenn <tglenn@valbridge.com>

Subject:

Tripp,

Give me a call when you can. Need to talk with you about doing an appraisal.

467-8727 is my direct.

Charles B. Simmons, Jr., Judge
Greenville County Courthouse
305 East North Street, Suite 313
Greenville, SC 29601

Phone: (864) 467-8556

Fax: (864) 467-8401

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Re: Laurel Grove vs. Frances Lee Farmer Sullivan (2018-23-00883)

From: Sharon Brown (sharon.brown21@yahoo.com)

To: kkimbrell@greenvillecounty.org

Cc: tglenn@valbridge.com; dahanks@greenvillecounty.org; JWile@greenvillecounty.org;
meg@upstategal.com; avl@wlhawkinslawfirm.com

Date: Thursday, April 25, 2019, 09:38 PM EDT

Yes, there is existing legal access via easement. I have attached supporting documentation. I just saw the April 23, 2019 e-mail tonight. In the future, can Judge Simmons provide me with ample time to view his e-mails? I work and I attend school. The other defendants are complaining about Judge Simmons violating their due process rights. Additionally, some defendants feel that this court appointed appraisal will be bias and that Judge Simmons appears have allowed Aimee Leary to attempt to influence the appraisal value.

Sharon Brown

From: Kimbrell, Karen <kkimbrell@greenvillecounty.org>

To: Tripp Glenn <tglenn@valbridge.com>; Hanks, Danette <DaHanks@greenvillecounty.org>

Cc: Wile, Jeffrey <JWile@greenvillecounty.org>; Aimee Leary <avl@wlhawkinslawfirm.com>;
sharon.brown21@yahoo.com <sharon.brown21@yahoo.com>; meg@upstategal.com
<meg@upstategal.com>

Sent: Tuesday, April 23, 2019, 12:12:43 PM UTC

Subject: RE: Laurel Grove v. Frances Lee Farmer Sullivan (2018-23-00883)

Good morning,

Per the email from Mr. Glenn below, we need confirmation on the question below:

"Can it be confirmed from the parties involved if there is existing legal access via easements and if not, should the appraisal assume the property has legal access?"

Judge Simmons would like your responses no later than 12:00 noon on Thursday the 25th.

Thank you.



Easement.pdf

1.6MB

We accept the \$82,500.00 offer.

From: Sharon Brown (sharon.brown21@yahoo.com)

To: avl@wlhawkinslawfirm.com

Date: Friday, April 26, 2019, 04:29 PM EDT

April 26, 2019

Defendants made a \$165,000 proposal to Plaintiff's attorney a couple of months ago. Plaintiff countered offer with \$82,500. We (Defendants) accept the \$82,500.00 settlement offer.

Sharon Brown

----- Forwarded Message -----

From: Aimee Leary <avl@wlhawkinslawfirm.com>

To: Sharon Brown <sharon.brown21@yahoo.com>

Sent: Friday, March 22, 2019, 12:26:58 AM UTC

Subject: RE: Sharon Brown contact information

Sharon:

Good evening. Thank you for your email. My client has authorized me to counter at \$82,500.00 to be distributed in accordance with ownership interest. From my client's perspective, this offer is more appropriate for a landlocked parcel with no direct access to Anderson Ridge. If you and your family accept this value, all parties will need to execute a settlement agreement, including an authorized party on behalf of the Estate of Lula Mae Knox.

I will be out of the office starting tomorrow, returning April 1. Please feel free to contact me through email during my absence.

Thank you,

Aimee

Very truly yours,
Aimée V. Leary, Esq.

Wendell L. Hawkins, P.A.
103-C Regency Commons Drive
Greer, South Carolina 29650
Phone: 864.848.9370 ext 210
Fax: 864.848.9759

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From: Sharon Brown <sharon.brown21@yahoo.com>
Sent: Thursday, March 21, 2019 4:56 PM
To: Aimee Leary <avl@wlhawkinslawfirm.com>
Subject: Sharon Brown contact information

Re: Laurel Grove, LLC vs. Frances Sullivan.....

Proposal to settle Lawsuit for \$165,000

Good Afternoon Attorney Leary,

I hope all is well. Per our conversation on Tuesday (proposing to settle the lawsuit for \$165,000), I would provide you with my phone numbers via e-mail. My phone numbers are listed below:

Home

(864)253-9975

Cell

(864)431-4123

Yours Truly,

Sharon Brown

216 Ardmore Rd.

Spartanburg, S.C. 29306

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



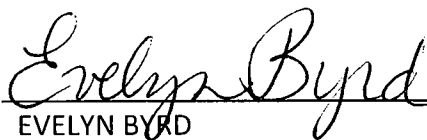
JUANITA SMITH

111 Hanover Place Apt. #39

Spartanburg, S.C. 29306

(864)978-8096

APPELLANT



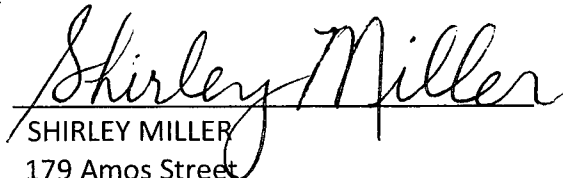
EVELYN BYRD

232A Norris Ridge Apts.

Spartanburg, S.C. 29306

(864)515-8237

APPELLANT



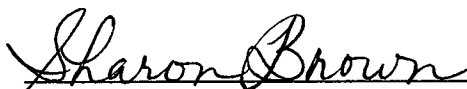
SHIRLEY MILLER

179 Amos Street

Spartanburg, S.C. 29306

(864)585-8714

APPELLANT



SHARON BROWN

216 Ardmore Rd.

Spartanburg, S.C. 29306

(864)253-9975

APPELLANT

May 15, 2020

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Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Juanita Smith

JUANITA SMITH
191 Hanover Place Apt. #39
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(864)978-8096

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Evelyn Byrd

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May 15, 2020