

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY
Circuit Court Judge William P. Keesley

SC Court of Appeals

CASE No. 2016- CP-10-4122

MICHELE BLANK Appellant

Vs.

PATRICIA TIMMONS, TRUSTEE
OF THE GORDON H. TIMMONS
EXEMPT FAMILY TRUST.....Respondent

RECORD ON APPEAL - VOLUME II

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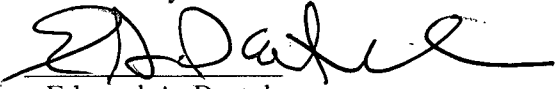
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CERTIFICATION

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

August 21, 2020


 Edward A. Bertele

1 there was a dispute.

2 THE COURT: Anything else need to be put on the
3 record?

4 MR. MASON: Not from the Defendant.

5 MR. BERTELE: No.

6 THE COURT: Objection is overruled. Mark both in
7 evidence please.

8 (Plaintiff's Exh. 14, Memo in Opposition, is
9 received in evidence.)

10 MR. BERTELE: I would like to call Ms. Blank.

11 MICHELE G. BLANK,

12 having been duly sworn, testifies as follows:

13 THE CLERK: Please state your full name and spell
14 your last name for the record.

15 THE WITNESS: Michele G. Blank, B-l-a-n-k.

16 DIRECT EXAMINATION

17 BY MR. BERTELE:

18 Q. Good morning, Ms. Blank. We are here for the second
19 time on this case. Let me start with the beginning of your
20 experience with Lot 11. This case concerns your legal title
21 to Lot 11. You were represented by Ms. Smith when you
22 purchased Lot 11?

23 A. I was.

24 Q. And was there a house on Lot 11 when you acquired
25 it?

R 396

1 A. No, sir, there was not.

2 Q. What was your purpose of acquiring Lot 11?

3 A. To build a house on it.

4 Q. And who was the builder?

5 A. The same man that owned it before I bought it.

6 Q. Was that --

7 A. Donald Horton.

8 Q. That was Mr. Horton identified on the deed?

9 A. Yes, sir.

10 Q. So you acquired the land from him and you entered
11 into an agreement for him to build the house?

12 A. Yes, that's true.

13 Q. And did you receive any survey or site plan locating
14 the house that Mr. Horton was going to build for you?

15 A. Yes, I did.

16 Q. Let me show you P-2.

17 A. Yes, sir.

18 Q. Can you identify that as the site plan that you
19 received in connection with this house that Mr. Horton was
20 going to build?

21 A. Yes. And I actually went out and located the
22 corners myself, the pipes that were in there.

23 Q. You did?

24 A. Uh-huh.

25 Q. When did you do that?

2397

1 A. Before I started building.

2 Q. You found all the pipes that are shown on here?

3 A. Yes, I did.

4 Q. Every one?

5 A. Uh-huh.

6 Q. Good for you.

7 THE COURT: When you testify, try to say yes or no
8 and not uh-huh and hm-mm.

9 THE WITNESS: I'm sorry.

10 THE COURT: That's okay. Everybody does it,
11 including me.

12 MR. BERTELE: Thank you, Judge. That's really
13 helpful to me to get clearance.

14 THE COURT: Court reporters prefer it.

15 THE WITNESS: It's kind of hard to write uh-huh.

16 BY MR. BERTELE:

17 Q. So when you bought the lot, there was nothing on it.
18 And how soon after you bought the lot did they start building
19 a house for you?

20 A. As I recall, they started building about within a
21 couple of months, I would think. As soon as I could get the
22 construction loan.

23 Q. And you had a mortgage -- or, excuse me, you
24 borrowed money in order to finance the construction of the
25 home?

1 A. Yes, sir, I did.

2 Q. Mr. Horton wasn't arranging that? You had to do
3 that yourself?

4 A. Yes, sir.

5 Q. And you closed on some kind of a loan?

6 A. Yes, sir. I believe I had a loan on the property
7 that was then either rolled into the construction loan as one
8 loan or I paid it off in some way. I can't remember the
9 details. It's how many years now?

10 Q. Okay. Do you remember if the bank required that you
11 have any kind of a survey done in connection with that loan?

12 A. The bank did not require that I have a survey. I
13 don't believe that that's a necessity.

14 Q. But in your case, did you have to go out and get a
15 survey in order to obtain that loan from the bank, to your
16 recollection?

17 A. No, sir, I do not believe I had to. I think they
18 went with Franklin's survey.

19 Q. Okay. You believe they relied upon what I just
20 showed you as P-2?

21 A. Yes, sir, P-2.

22 Q. And you said that you found the corner pipes on the
23 lot and, to your knowledge -- withdrawn. Were you present
24 while the house was being constructed?

25 A. Yes, sir, I was.

1 Q. Not all the time, I guess?

2 A. Quite often, very much so, yes. I was overseeing a
3 lot of the work.

4 Q. Okay. To the extent that you had an interaction
5 with the builder?

6 A. An unpleasant interaction with the builder.

7 Q. Okay. So did you observe that the house was being
8 constructed within the pipes that you found in the ground?

9 A. Absolutely, sir. We thought the setback was 15
10 feet, so I built the house 15 feet off of that property
11 line.

12 Q. Being -- let me show you P-2 again, ma'am, so we can
13 make a sure reference. Take a look at --

14 A. Yes, sir, you can see see where the line is.

15 Q. Excuse me, ma'am. You are going to have to explain
16 what you are looking at so we all understand.

17 A. I was looking at plat that was drawn up on
18 Franklin's survey.

19 Q. That's P-2, right?

20 A. P-2.

21 Q. Which property line are you looking at now?

22 A. I'm looking at solid property line.

23 Q. Which direction?

24 A. On the -- I don't know if this is east or west, the
25 shorter side.

R 400

1 Q. Well, is it to the right or to the left?

2 A. To the left of the home.

3 Q. Okay. So that's the left side property line?

4 A. Yes, sir.

5 Q. And what's the setback that's shown there?

6 A. 15 feet.

7 Q. And was it your understanding that that was required
8 by the Town or the County?

9 A. Yes, sir, although I believe it has changed.

10 Q. And so have you occupied the house since the
11 construction was completed?

12 A. Absolutely, sir.

13 Q. Did you obtain a certificate of occupancy?

14 A. Yes, sir, I did.

15 Q. And when you moved into the house, were there any
16 homes on either side of you?

17 A. There was a home on the right-hand side that had
18 recently been built. There was nothing but woods on the
19 left-hand side.

20 Q. That would be Lot 12?

21 A. Yes, sir.

22 Q. And so you've lived there from what point in time,
23 ma'am?

24 A. 2005 until -- I'm still there.

25 Q. At any point or at any time during that period, did

R401

1 anybody ever question whether your house was encroaching on
2 Lot 12?

3 A. Yes, sir. When the Timmons purchased the lot, once
4 they started building, then it became an issue.

5 Q. All right. And but up to that point, nothing?

6 A. No. And that lot changed hands many, many, many
7 times and nobody ever questioned the boundary line.

8 Q. Okay. Let me show you what I marked as P-3. Can
9 you identify this, ma'am?

10 A. I believe this is one of the plats that were
11 presented to me to sign off on by Timmons or their agent.

12 Q. Okay. So you recognize P-3?

13 A. Oh, yes.

14 MR. BERTELE: Admitted into evidence, Judge?

15 MR. MASON: No objection, Your Honor.

16 THE COURT: Mark them 3 in evidence, please.

17 (Plaintiff's Exh. 3, Plat 1596, was received in
18 evidence.)

19 Q. And referring to P-3. It shows a proposed house.

20 A. Yes. This was an early version of where their site
21 plan showed the house to be, which later changed.

22 Q. Okay. So there was no house there as indicated? It
23 was a proposed house?

24 A. Yes, sir, because -- and I think the problem they
25 had was that there was a 25-foot electric easement on the

1 left-hand side of their plat or their site plan. And it
2 wouldn't allow them to do what they had planned to do. So
3 they changed their house design.

4 Q. All right. So on P-3, if you could look at the
5 dashed line over to -- in between your house and the proposed
6 house, I will direct your attention to the dashed line.

7 A. Yes, sir. That was yet another version of what they
8 wanted me to sign off on.

9 Q. So what did you understand the dashed line
10 represented?

11 A. Where they believed their property line was.

12 Q. The dashed line?

13 A. Where they wanted their property line to be.

14 Q. All right.

15 A. There's three dashed lines.

16 Q. I'm sorry, ma'am, if there's confusion. I
17 apologize. Okay. Let me try to be more precise. You are
18 correct. There's a dashed line which begins on the bottom
19 where it says C-1. That's the dashed line that I'm referring
20 to, ma'am.

21 A. Okay. As I recall, this was the line that they
22 wanted me to approve a change to my -- wait a second. No. I
23 believe that is my property line. I can't really tell.
24 There's so many lines on here. Okay. No. That was -- I
25 believe that was the property line they wanted to have. I

R 403

1 can't remember.

2 Q. All right.

3 A. There was one -- I think this is the one where their
4 agent knocked on my door and asked me to sign off on this to
5 approve it.

6 Q. What kind of an agent are you speaking about?

7 A. I think it was a real estate agent or an attorney.
8 I don't remember what they presented as credentials.

9 Q. The document that you received, how would you
10 describe it?

11 A. It was a change in what my property line was as I
12 believed.

13 Q. Did you ever receive that proposal?

14 A. I laughed in her face. No, sir, I didn't.

15 Q. Now, at the time that you acquired Lot 11 --
16 withdrawn. There's been previous testimony and questioning
17 here about the fact that the property that you owned and
18 lived on is identified as "no lot"?

19 A. Yes, sir.

20 Q. You've heard that?

21 A. Yes, sir.

22 Q. Do you know when that issue was resolved?

23 A. At the closing on the property, it was resolved,
24 because at first that plat was used, the one that you've been
25 displaying, was used at the property closing. And because it

R 404

1 A. Uh-huh, their surveyors, uh-huh.

2 Q. Now, since there was a lawsuit filed by Timmons to
3 which you couldn't agree to their proposal for a boundary
4 line, did this case go to trial?

5 A. It never got to trial because they dismissed their
6 complaint just right when we tried to go to trial.

7 Q. I see. Were you in the courtroom ready to testify?

8 A. Absolutely. I thought we were going to trial.

9 Q. Were you advised by Ms. Smith about what the
10 Plaintiff was intending to do.

11 MR. MASON: Objection, Your Honor, hearsay.

12 THE COURT: Do you wish to be heard on that?

13 MR. BERTELE: My question was whether she was
14 advised.

15 THE COURT: Wouldn't that be based on hearsay?

16 MR. BERTELE: Well, I think that the information
17 provided goes to her state of mind, her understanding.
18 Whether it's founded upon something other than her personal
19 knowledge, I think doesn't necessarily exclude it as relevant
20 or material to her state of mind.

21 THE COURT: Anything else?

22 MR. MASON: No, just that it's hearsay, Your Honor,
23 lack of personal knowledge.

24 THE COURT: You asked her if she was advised.

25 MR. BERTELE: Yes, by Ms. Smith what the Plaintiff's

1 lawyer intended to do.

2 THE COURT: Ask your question and I will reserve the
3 rule. Go ahead and ask the question so I can determine if
4 this is hearsay or not.

5 MR. BERTELE: Should I restate my earlier question?

6 THE COURT: Ask your question, yes.

7 BY MR. BERTELE:

8 Q. You were present in the courtroom on the 2nd of June
9 of 2016, correct?

10 A. Yes, sir, I was present.

11 Q. And did the lawyers leave to meet with the judge at
12 some point?

13 A. Yes, they did.

14 Q. And did they come out of that meeting?

15 A. Yes, they did.

16 Q. Did Ms. Smith speak to you about what went on at the
17 meeting?

18 A. Yes, sir, she did.

19 MR. MASON: Objection, Your Honor, hearsay.

20 THE COURT: I'm reserving the ruling. Go ahead.

21 MR. BERTELE: Okay. Thank you, Your Honor. I
22 understood that.

23 THE WITNESS: Yes, she did.

24 BY MR. BERTELE:

25 Q. And were you present in the courtroom when Mr.

1 Lanning stated that he was dismissing the case with
2 prejudice?

3 A. Yes, I believe I was there.

4 Q. Okay. And did Ms. Smith discuss with you the
5 consequences of that?

6 A. Yes.

7 MR. MASON: Objection, hearsay, Your Honor.

8 THE COURT: All right. I note your objection. Go
9 ahead.

10 BY MR. BERTELE:

11 Q. So when you left the courtroom, what did you
12 understand had been the outcome of the dismissal with
13 prejudice?

14 A. To my understanding as related by Ms. Smith and
15 Mr. Ferry, it meant that they could --

16 MR. MASON: Objection. Move to strike.

17 THE COURT: Objection is noted. Go ahead. Go
18 ahead, ma'am.

19 THE WITNESS: They explained to me that it meant
20 that they could not bring the case again. That was the end
21 of the case. It was settled in my favor.

22 BY MR. BERTELE:

23 Q. Meaning that -- well, did you understand that the
24 only issue being resolved on the 2nd of June was whether you
25 had to move your house or not?

R 407

1 A. No, absolutely not. It was about the boundary line
2 issue.

3 Q. Thank you.

4 THE COURT: Is that it?

5 MR. BERTELE: As far as this line of questioning,
6 yes.

7 THE COURT: What's your position?

8 MR. MASON: That it's hearsay. She testified that
9 two people told her, one of which hasn't even been a witness
10 in this case and is now deceased, that she was told this by
11 these two people in the courtroom privately. So it's an
12 out-of-court statement offered for the truth of the matter
13 asserted and it's hearsay. Doesn't meet any exception. No
14 exception has been presented.

15 MR. BERTELE: The issue goes to her state of mind,
16 understanding what the consequences of the resolution of the
17 case were and, ultimately, her conduct following June 2nd.

18 THE COURT: So what issue related to her conduct is
19 relevant?

20 MR. BERTELE: Anticipating the claim that they have
21 made in their counterclaim for slander of title, et cetera.
22 It relates to that, Judge.

23 THE COURT: Okay.

24 MR. BERTELE: I apologize for bringing it up now,
25 but since she's on the stand, I thought it would be

R 408

1 appropriate that we discuss this. Thank you.

2 THE COURT: 801 defines hearsay, 801, Subsection (c)
3 states that hearsay is a statement, other than one made by
4 the declarant while testifying at the trial or hearing,
5 offered in evidence to prove the truth of the matter
6 asserted.

7 The argument, as I'm hearing it from Plaintiff's
8 counsel, is that this is not offered for the truth of the
9 matter asserted. It's offered to show the state of mind of
10 the Plaintiff related to later events which occurred.

11 The objection is overruled. The objections are
12 overruled. Go ahead.

13 MR. BERTELE: Thank you, Judge. So that relates to
14 all of the prior testimony?

15 THE COURT: Yes.

16 MR. BERTELE: Thank you, Your Honor.

17 BY MR. BERTELE:

18 Q. Now, after June 2, did Ms. Timmons proceed with
19 construction on Lot 12?

20 A. Yes, sir, she did.

21 Q. All right. And, to your recollection, what was
22 being done on Lot 12 as it related to the property line
23 issue?

24 A. They knocked down all of the woods, all of the
25 trees, and they were filling. They put a lot of fill dirt in

R 409

1 there and they were bulldozing it. And, like I said, they
2 were encroaching on my property while doing so. Their
3 equipment was on my property. They built it up so high that,
4 I mean, the dirt was everywhere. And as I stated before, the
5 surveyors were out there in the middle of my driveway
6 sticking rebar posts down in the driveway itself. So, as I
7 said, I couldn't access my driveway with my vehicle.

8 Q. Let me show you what's been marked as P-4A and P-4B.
9 Take a look at them both. P-4A is what, ma'am?

10 A. P-4A is a picture showing the slab that they put in
11 for the driveway and all of the concrete and the mud from it.
12 And it's also a picture of me wearing my mud boots because
13 all the water was running off onto my property.

14 Q. And what's the other photograph?

15 A. The other photograph is again my boots in there.
16 And you could see the height of the slab that they built on
17 top of the already high fill dirt. And you can see where all
18 the dirt is rushing down into my property. It's just washing
19 into my property.

20 Q. And is there a No Trespassing sign in the property?

21 A. Yes, sir.

22 Q. Is that yours?

23 A. Yes, it is.

24 Q. All right. Thank you.

25 MR. BERTELE: P-4A and B in evidence, please.

R 410

1 THE COURT: Any objection?

2 MR. MASON: No, Your Honor.

3 THE COURT: Mark them in evidence, please.

4 (Plaintiff's Exh. 4A, Photograph, is received in
5 evidence.)

6 (Plaintiff's Exh. 4B, Photograph, is received in
7 evidence.)

8 BY MR. BERTELE:

9 Q. Do you recall when they were taken?

10 A. I believe they are dated.

11 Q. Do you remember when they were taken?

12 A. Not exactly.

13 Q. Were they taken about the time of the construction
14 of the driveway?

15 A. Oh, absolutely, yes.

16 Q. And let me show you what's been marked as P-4C.

17 A. Yes, sir.

18 Q. What does that show?

19 A. That shows their driveway being built on my
20 driveway. And it shows some of the mud and the water
21 standing, because it was flooding.

22 MR. BERTELE: All right. Any objection?

23 MR. MASON: No.

24 THE COURT: Mark it in evidence, please.

25 (Plaintiff's Exh. 4C, Photograph, is received in

Q 411

1 evidence.)

2 Q. At the time these photographs were taken, did you
3 have the opportunity to look at the concrete driveway that
4 had been poured and determine whether it was within the
5 bounds of your property?

6 A. Yes. And it was encroaching on my property.

7 Q. And was a complaint made about that?

8 A. Yes, sir, it was.

9 Q. And what happened, if anything?

10 A. The current homeowner, I believe -- I don't know who
11 it was that actually removed a portion of the driveway, the
12 portion that I complained about.

13 Q. So whatever complaint you had about the concrete
14 slab being on your side of the line was taken care of?

15 A. Yes, sir, it was.

16 MR. BERTELE: Thank you. May I have a minute,
17 Judge. I'm just trying to get my notes in order.

18 THE COURT: Yes.

19 MR. BERTELE: Thank you.

20 BY MR. BERTELE:

21 Q. All right. So after the driveway was completed, do
22 you recall when the house next-door was finished and people
23 moved in?

24 A. If I can refer to my timeline, my little note.

25 Q. You have some notes?

12412

1 A. I do, just the dates because I can't remember
2 dates.

3 Q. Go ahead, please.

4 A. Let's see. They poured the concrete in June of
5 2016. They put the fill dirt in. And I have the photos as
6 you already had it entered into evidence on December of 2015.

7 Q. Which year?

8 A. 2015.

9 Q. '15?

10 A. That's what I have. Let's see. Yeah. Fill dirt
11 went in in December of 2015, yes.

12 Q. Okay. Thank you. As a result of that concrete
13 being installed, did you notice any effect that resulted from
14 that concrete impoundment?

15 A. Absolutely. The runoff of that was flooding my yard
16 on that side. And let's see --

17 Q. Let me take you back a second, if I could. So you
18 lived in this house from 2005 until the Timmons purchased it
19 and started construction, correct?

20 A. That's correct.

21 Q. And you were there during all of the periods of rain
22 and storms of such that occurred over that period of time?

23 A. Yes, sir. In September of 2015, we had a flood
24 warning, and water came up in back of my yard, because it's
25 wetlands, but it didn't encroach on any of my structures.

R 413

1 And then in October of 2015 we had the thousand-year
2 flood. There was no water. House stayed dry. Everything
3 downstairs stayed dry. Didn't come into the front. But
4 after the fill dirt went in, we had Hurricane Matthew in
5 October of 2016. And I got flooded. My whole studio got
6 flooded over six inches in some areas. And it was obviously
7 from rain, because I could see the water running off from
8 their property. It flooded from the front, not from the
9 rear.

10 Q. Well, let's talk about that. So you've lived there
11 over this period of time. And so you had no -- according to
12 what you've just said, you had no concern about flooding up
13 until the improvements went into Lot 12?

14 A. That's correct. So I wasn't prepared for any
15 flooding.

16 Q. Now, did you observe groundwater flowing from the
17 property next-door onto your land?

18 A. Yes, sir, I did.

19 Q. Over what period of time?

20 A. During the hurricane when the rain was real heavy --
21 any rain at all and I got a little bit of flooding. But that
22 particular time, there was a lot of rain. And it just
23 flowed. It looked like a waterfall.

24 Q. Let me show you some photographs. All right. Let
25 me show you P-4D. That's a photograph of you?

Q 414

1 A. Yes, sir, it is.

2 Q. And when was that taken?

3 A. That was taken before they removed that section of
4 the driveway, I believe, but it was taken definitely after
5 the rain.

6 Q. Well, you are standing where on your property?

7 A. I'm standing on my property line. And the water is
8 flooded over the top of my mud boots.

9 Q. How deep was the water then?

10 A. That must have been at least six inches, I would
11 say.

12 Q. And this was in the front part of your property?

13 A. In the front on the left-hand side of my property.

14 Q. And had you experienced that kind of flooding --

15 MR. MASON: Your Honor, I object to lack of
16 foundation. We don't have the date. And it looks like she's
17 trying to blame my client for a thousand-year flood or
18 something. I think we need to know when these pictures were
19 taken. If they are taken right around Hurricane Matthew,
20 that's pertinent.

21 BY MR. BERTELE:

22 Q. Hurricane Matthew occurred when, ma'am, to your
23 recollection?

24 A. Hurricane Matthew occurred October 4th, 2016.

25 Q. Were these pictures taken during Hurricane Matthew?

R 415

1 A. No, sir.

2 Q. Were they taken before or after Hurricane Matthew?

3 A. I believe they were taken before.

4 Q. Okay. Thank you. The condition that is shown of
5 you in that picture of you standing in standing water, had
6 that occurred prior to the construction of that driveway?

7 A. No, sir, never had.

8 Q. And what's the effect of that water sitting there?
9 Does it accumulate there?

10 A. It accumulates there every time it rains. And I get
11 mosquitoes. And it's a muddy -- it's a mess.

12 Q. All right. Let me show you what's been marked as
13 P-4E. Can you identify that?

14 A. Oh, yes, sir. That shows the waterline from the
15 flooding after Matthew. You see how high the water came on
16 my walls.

17 Q. What does the picture show?

18 A. It shows a rain gutter. It shows part of a gas tank
19 or oil can. And it shows my car port and the concrete block
20 that's holding up my house.

21 Q. Part of the foundation?

22 A. Yeah, part of the foundation. That shows a
23 waterline, how my water came up.

24 Q. All right. And that occurred during what period of
25 time?

2416

1 A. Matthew, Hurricane Matthew.

2 MR. BERTELE: P-4E in evidence?

3 THE COURT: Any objection?

4 MR. MASON: No, Your Honor.

5 THE COURT: Marked in evidence.

6 (Plaintiff's Exh. 4E, Photograph, is received in
7 evidence.)

8 MR. BERTELE: If I haven't proffered P-4D, I believe
9 Counsel had no objections to that and objected on the basis
10 of knowing that the time. Correct, Mr. Mason, you have no
11 objection to P-4D?

12 MR. MASON: if it's authenticated as to the time,
13 Your Honor. I object to lack of foundation without a date.

14 THE COURT: You said it was before Hurricane
15 Matthew, she thinks?

16 MR. BERTELE: Well, was it -- D, yes, I'm sorry.
17 Thank you, Judge.

18 THE COURT: Do you have an objection?

19 MR. MASON: No, not if she's identified the date.

20 THE COURT: Mark it in evidence.

21 (Plaintiff's Exh. 4D, Photograph, is received in
22 evidence.)

23 Q. Let me show you what we marked as P-4F. And this is
24 a photograph taken where?

25 A. This is inside the studio. It shows an empty litter

R 417

1 box full of scrap glass. And it shows the waterline inside
2 the studio, which is approximately 6 or 7 inches off the
3 floor.

4 Q. There's a scale showing that, correct?

5 A. Yes, I have a yardstick next to it.

6 MR. MASON: Your Honor, I believe that's a Hurricane
7 Matthew photo that she hasn't identified by the date.

8 Q. Yes, ma'am. Is this the waterline that occurred as
9 a result of Hurricane Matthew?

10 A. Yes, sir. It occurred due to rain water flooding
11 during Hurricane Matthew. So this is just after Matthew.
12 That's October of, let's see, October of 2016.

13 MR. BERTELE: Thank you. P-4F in evidence?

14 THE COURT: Mark it in evidence.

15 (Plaintiff's Exh. 4F, Photograph, is received in
16 evidence.)

17 Q. Let me show you what we've marked as P-4G.

18 A. Again, there's a yardstick in there showing the
19 height of the water that came in during Hurricane Matthew.
20 So this was taken just after Hurricane Matthew in October of
21 2016. It shows a box in which I keep my zinc came, which is
22 used around my glass pictures, pretty much ruined for little
23 over 10, maybe 11 inches.

24 Q. So is that waterline, do you believe, the result of
25 the hurricane?

R 418

1 A. Result of the rain water --

2 MR. MASON: Objection, Your Honor, lack of
3 foundation. She's not any kind of a water movement expert or
4 anything. So whether we have a hurricane with 1,000-year
5 flood and she wants to render an opinion as to where the
6 water came from, we don't think there's a foundation for
7 that.

8 MR. BERTELE: Well, I think that we don't need an
9 expert to say that a water level reached a certain height.
10 And so if she associates it with one event or another, the
11 height of the water intrusion is still the same.

12 THE COURT: Objection is overruled. Mark it in
13 evidence.

14 (Plaintiff's Exh. 4G, Photograph, is received in
15 evidence.)

16 Q. How high did that come up?

17 A. 12 inches, according to the yardstick in the picture

18 Q. Let me show you what we marked as P-4H. Can you
19 identify that for us?

20 A. Yes. That's also some materials I had in the
21 studio, another box of the zinc came and box of brass came.

22 Q. So these are materials you utilized in your
23 business?

24 A. Yes, I do. And I lost quite a bit to the water
25 damage.

1 Q. Okay. And the other photographs, they also identify
2 or show materials that you used in your business?

3 A. Yes, sir, all the PVC tubing is containing other
4 framing material and material that I use in my stained glass
5 business.

6 Q. Thank you. P-4H?

7 MR. MASON: No objection.

8 THE COURT: Mark it in evidence.

9 (Plaintiff's Exh. 4H, Photograph, is received in
10 evidence.)

11 Q. And next, let me show you what we've marked as P-4I.
12 And please tell us what that depicts.

13 A. This was a picture I took with another yardstick.
14 And it shows how high off of my property line or the level of
15 my property the concrete driveway next to me was raised up.

16 Q. And how high is it according to the picture?

17 A. About four inches.

18 Q. Four inches?

19 A. Three and a half, four inches.

20 Q. When was this photo taken?

21 A. That was taken when they finished their driveway.

22 Q. Okay.

23 MR. MASON: No objection.

24 THE COURT: Mark it in evidence.

25 (Plaintiff's Exh. 4I, Photograph, is received in

R 420

1 evidence.)

2 Q. So since that concrete driveway went in, how often
3 does your property flood?

4 A. Every time it rains.

5 Q. Has there been, to your recollection, major rain
6 events in the last couple of years?

7 A. Oh, yes, sir, there were. Hurricane Matthew, and
8 then Hurricane Irma in October, the end of October or early
9 November -- I mean, early September Of 2017, where I got
10 flooded again. I had water in the studio again, not just
11 outside. And then every time we've had a rain event,
12 basically, the yard floods. But Irma got the water inside
13 the studio again.

14 Q. So that happened in Matthew and in Irma?

15 A. Yes, sir.

16 Q. Well, what happens if the water doesn't reach the
17 studio? How do you protect your property?

18 A. Right now I am not protecting it. I have to go take
19 the -- if it's going to rain really heavy, I prepare by
20 hooking up my trailer, taking my truck and trailer up to the
21 level of the street, on the street, on the cul-de-sac, so
22 that it doesn't get flooded in there, so I don't get mired in
23 mud.

24 Q. When do you have to do this to prevent any damage?

25 A. Any time that we are expecting a heavy rain.

2421

1 Q. Meaning what?

2 A. I watch the weather forecast, and if they are
3 expecting more than two or three inches, then I move the
4 truck and the trailer. And I get everything off the floor in
5 the studio now, which is a major pain. I've now taken those
6 same PVC tubes shown in that picture, when I replaced all the
7 material I lost and the cardboard boxes, they are now sitting
8 inside five-gallon buckets to help prevent them from getting
9 flooded if it does rain again.

10 Q. So has this caused a disruption in your business?

11 A. Absolutely.

12 Q. So tell us how you make a living.

13 A. I'm a stained glass artist. I travel to fine art
14 shows up and down the East Coast.

15 Q. And do you have a studio?

16 A. Yes, I do. That's under the house.

17 Q. Under the house? Okay. And is your understanding
18 that that studio is in a flood zone?

19 A. Absolutely. We know the house is basically in a
20 flood zone. And when I built the house, I put in -- I
21 thought it was in a different flood zone and actually put in
22 break-away walls. And where I'm at is not that serious of a
23 flood zone. I didn't have to do that. All I had to do was
24 put in the water flow vents, which I have in there. That's
25 all in place. So, you know, that's all I needed to do for

R 422

1 the flood zone area I'm in.

2 Q. Well, do you have flood insurance?

3 A. I do.

4 Q. And did you apply for flood insurance after Matthew?

5 A. I did. It didn't cover rain water.

6 Q. Okay. So you were denied your flood insurance claim
7 because it was not flooding but rain water?

8 A. Yes.

9 Q. So tell us, how -- you say you have a studio in your
10 basement?

11 A. Uh-huh.

12 Q. What do you do there?

13 A. I do the stained glass commissions, custom work. I
14 do large stained glass panels to take to the art shows. I
15 work just about every day, or I do when I am not trying to
16 get ready for a rain storm. That's what I do for a living.

17 Q. Well, I guess my question was unclear. Do you make
18 these stained glass pieces in your studio?

19 A. Yes, sir, I do.

20 Q. Do you have any other location to do that?

21 A. No, sir, I do not.

22 Q. And the manufacturer or the fabricating of them,
23 that's how you earn a living?

24 A. Yes, sir, it is.

25 Q. Do you sell any of these out of your first floor

Q 423

1 studio?

2 A. No, sir, I do not.

3 Q. So the first floor is essentially used for
4 production, let's call it?

5 A. Yes. I design everything myself, other than
6 occasional customer that might come and pick up a finished
7 piece, but I don't do business out of there.

8 Q. Just one moment, Your Honor. I'm trying to -- okay.
9 I'm sorry, ma'am. So has the effect of this rainfall
10 accumulating on your property since the driveway was
11 constructed in 2016, has that had a financial effect upon
12 you?

13 A. Sure, absolutely has.

14 MR. MASON: Objection, Your Honor, to this line of
15 questioning. The complaint doesn't allege any lost wages.
16 And those would be special damages that would have to be
17 specifically pled. And this is an alleged residential
18 trespass case. So those aren't the type of things that would
19 arise from that type of a claim normally. And that's why
20 they have to be specially pled. So we object to any claimed
21 loss of income testimony by reason of her claimed inability
22 to use her downstairs storage area, or whatever it is.

23 THE COURT: Sir?

24 MR. BERTELE: Yes, Judge. The claim is a nuisance
25 claim based upon the allegations of the flow of floodwaters

Q 424

1 and the damages that are derived from it. She's not an
2 employee. She's seeking compensation for lost business
3 income. It's in the course of -- during the rainfall events,
4 this is the result that was produced. It's not a property
5 damage. It's a personal property claim. And counsel never
6 asked me to elaborate on any special damages with respect to
7 these pleadings.

8 MR. MASON: He just admitted it's a lost profit
9 claim. And lost profits have very specific pleading
10 requirements that aren't met in this case. And for that
11 reason, we object, Your Honor.

12 THE COURT: All right. Go ahead and make your
13 proffer and I will rule on it either now or in the order. Go
14 ahead and ask her whatever you want subject to the
15 objection.

16 MR. BERTELE: Thank you, Judge.

17 MR. MASON: Your Honor, I won't continually object
18 then. It will just be a standing objection, right?

19 THE COURT: Yes.

20 MR. BERTELE: All right. Thank you, Your Honor.

21 BY MR. BERTELE:

22 Q. So as a result of -- let me show you what's been
23 marked as P-6A and B.

24 A. Yes, sir.

25 Q. All right. Can you identify them? What is P-6A?

12425

1 A. P-6A is a confidential application for assistance.

2 Q. And what's P-6B?

3 A. P-6B is the response that was offered to me from the
4 application.

5 Q. Okay. So P-6A is something you prepared and
6 submitted to an organization?

7 A. Yes.

8 Q. For assistance?

9 A. Crafters Emergency Relief Fund.

10 Q. Thank you. And P-6B is their response?

11 A. Yes, it is.

12 Q. Thank you. As a result of Hurricane Matthew, how
13 much money in terms of relief did you ask from this
14 organization? Excuse me. Let me withdraw that question.
15 What's the date of your application?

16 A. 10/13/2016.

17 Q. And to your recollection, is this subsequent to
18 Hurricane Matthew?

19 A. Yes, it was due to the damages of Hurricane Matthew
20 that I was requesting assistance.

21 Q. And how much is the amount of assistance that you
22 were asking for?

23 A. I asked for an emergency grant of \$6,000. And
24 equipment and supplies would have been 3,000. Loss of the
25 order -- I wasn't able to complete some custom orders that I

R 426

1 had deposits on and that I had already had approved to the
2 tune of 5,000. Loss of work time and clean up from the
3 flooding, I had requested 5,000. So I think I didn't have
4 right, but should have been 13,000 in that.

5 Q. So you were asking for 13,000 relief as a result of
6 Hurricane Matthew?

7 A. Yes.

8 Q. And how much did you get?

9 A. \$1,185.

10 Q. Thank you. And following, were there other storms
11 subsequent to Matthew that affected your business?

12 A. Yes, sir. Hurricane Irma came along at the end of
13 August 2017. I spent two days getting ready for that to be
14 flooded. And I got everything off the floor, but it cut into
15 my work time. I did get flooded. Again, I had to hook up my
16 trailer and truck and I had to manually move all the
17 equipment and materials, everything off the floor and off the
18 lower areas of my work tables. And I had to move the truck
19 and the trailer out to the street again. And I got flooded
20 again.

21 Q. Did that storm have any effect upon your income or
22 the commissions that you earned from customers?

23 A. Loss of work time. And it did not -- I did not lose
24 any equipment, per se. There's water stains on some of my
25 glass because I have huge sheets of glass in the back. But,

R 427

1 no, I was prepared for that one. But it did cause me to lose
2 time on work and time to clean up afterwards and dry
3 everything out.

4 Q. Can you estimate for us how much lost income was
5 associated with that storm?

6 A. I would say maybe couple thousand.

7 Q. A few thousand dollars?

8 A. Yeah, because I was prepared that time.

9 Q. Well, you didn't lose money in terms of materials?

10 A. Right.

11 Q. But you did lose income from commission work?

12 A. Yes.

13 Q. Thank you. Let me show you what we marked as P-7A,
14 B, C, D, E, F and G.

15 MR. MASON: Your Honor, continued objection, same
16 items.

17 THE COURT: Yes, sir.

18 MR. BERTELE: Understood.

19 BY MR. BERTELE:

20 Q. Can you identify these various pages, ma'am, and
21 tell us what they represent?

22 A. Okay. The first one --

23 Q. Well, in general, what are they?

24 A. Oh, they are orders. They are custom orders.

25 Q. Okay. And these all refer to what point in time?

R 428

1 A. To October of 2016.

2 Q. Okay. And are these documents that pertain to your
3 claim to the trade association for assistance?

4 A. Yes.

5 Q. Thank you. All right. Ma'am, is it your testimony
6 that these flooding problems persist until today?

7 A. Yes, sir, every time it rains.

8 Q. Let me show you what's been marked as P-4K.

9 A. Yes, sir. That shows some of the ponding. And you
10 can see where the driveway is high. And even that driveway
11 gets flooded, one section that's low, and that's where all
12 the water ponds.

13 Q. Is that a recent photograph?

14 A. Yes. Yes, it is. Shows the house completed.

15 MR. BERTELE: I offer P-4K.

16 MR. MASON: No objection, Your Honor.

17 THE COURT: Mark that in evidence, please.

18 (Plaintiff's Exh. 4K, Photograph, is received in
19 evidence.)

20 BY MR. BERTELE:

21 Q. Let me show you what we marked as P-4L.

22 A. Yes, sir.

23 Q. Can you tell us when this picture was taken?

24 A. After the concrete driveway had been poured before
25 the house was completed.

R 429

1 Q. And do you see to the left of the driveway there?

2 A. Yes, sir. There's a bunch of ponding there. They
3 have since filled that in.

4 Q. Now, in your observations, how does the water flow
5 off of Lot 12 on to your property?

6 A. Off the driveway. It goes right into that section
7 where, in the last picture, where it was showing ponding. It
8 just pours right off of it like a waterfall. And it's really
9 heavy.

10 MR. BERTELE: P-4L.

11 MR. MASON: No objection, Your Honor.

12 THE COURT: Without objection, mark it in evidence.

13 (Plaintiff's Exh. 4L, Photograph, is received in
14 evidence.)

15 Q. All together, how much in materials have you lost as
16 a result of these rain events?

17 A. Well, I know when I totaled up the loss of income
18 and the loss of materials total, I think it was about 14,000.

19 Q. And how much of that was income?

20 A. I would say -- let's see. Actual income would have
21 been about -- I'm trying to do my math here. Materials would
22 have been 10,000. And the income probably would have been
23 4,000.

24 Q. Okay. So the bulk of your loss was from
25 materials?

R 430

1 A. Yes, yes, sir.

2 MR. MASON: Subject to the standing objection, Your
3 Honor, I didn't object to all the testimony.

4 THE COURT: Yes. I've noted that. Thank you.

5 BY MR. BERTELE:

6 Q. All right. Let me show you what we've marked as
7 P-8. It's a South Carolina Department of Natural Resources
8 letter and data regarding precipitation in downtown
9 Charleston.

10 MR. MASON: Objection, Your Honor, hearsay and lack
11 of foundation. He's trying to get a letter that DNR wrote to
12 him in through this witness. So it's hearsay and there would
13 be no foundation for it.

14 MR. BERTELE: I will proffer the exhibit apart from
15 the testimony, Judge. It's a business record of the South
16 Carolina Department of Natural Resources. It is tested by
17 the certification of Melissa Griffith. And it contains
18 recordings and information which they provide to the public
19 as part of their function. And I believe it's admissible
20 under the rules for official records.

21 THE COURT: Let me see the document.

22 MR. BERTELE: It's P-8.

23 THE COURT: I don't know if it has a seal on it.

24 MR. BERTELE: I have the original if that would
25 resolve the issue. I didn't bring it. Well, maybe I have

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1 it.

2 I apologize, Judge. No, I don't have the original,
3 but I can provide it to the Court if that will solve the
4 authentication issue.

5 THE COURT: Well, authentication is one issue that
6 would deal with the seal. The other is hearsay issue.

7 MR. BERTELE: I believe the hearsay objection is
8 addressed by the exception for official records. I think the
9 authentication creates or satisfies the hearsay -- it
10 satisfies the exemption from hearsay. So if I provide the
11 original copy which I received or the original letter which I
12 received, and the letter states that this is the method of
13 authentication, then I believe that the rule is satisfied by
14 virtue of what's contained on the face of the document as
15 well as the contents. It's from the Department of Natural
16 Resources. And it collects -- it contains rainfall
17 information.

18 I believe it's qualified under Rule 1005 as a public
19 record, Your Honor. The contents of an official record, or
20 of a document authorized to be recorded or filed, including
21 data compilations in any form, if otherwise admissible, may
22 be proved by copy, certified as correct in accordance with
23 rule 902 or testified to be correct by a witness.

24 THE COURT: You cited 1005?

25 MR. BERTELE: Yes, Your Honor.

R 432

1 I'm happy when they stand up. I just have to do my job. I
2 am not a resident judge in Charleston. And I am not assigned
3 to be back down here the rest of this year. This is my last
4 week through.

5 So as far as reconvening anything, only time I
6 really left the record open is back, as I can recall, when
7 there was no objection. The request to leave the record open
8 is granted. We will just have to deal with that down the
9 road.

10 MR. BERTELE: Thank you, Your Honor.

11 THE COURT: What's your next question of the
12 witness? Did you mark that?

13 MR. BERTELE: Yes, it's marked. It's provisional,
14 yes.

15 BY MR. BERTELE:

16 Q. All right. Ms. Blank, you told us earlier that you
17 have to take certain precautions and preventative measures
18 when the rainfall is predicted to be a certain amount. Now,
19 can you tell us, going back to the hurricane in 2016, which
20 was the first time that you had this experience, how many of
21 these events did you have to -- how many times over this
22 period from Matthew until today did you have to take these
23 preventative measurements?

24 A. Every time.

25 Q. Actions, excuse me, preventative actions.

R 433

1 A. For every hurricane I did and every time that the
2 rainfall was expected to exceed about two or three inches.

3 Q. Can you tell me how many that was altogether?

4 A. Not really.

5 Q. Can you give us an estimate how many per year, how
6 many per month?

7 A. I would say probably about 10 or 12 times in the
8 last year.

9 Q. In preceding year?

10 A. Yeah.

11 Q. That would be 2018?

12 A. Uh-huh.

13 Q. What about 2017?

14 THE COURT: She's saying 2 or 3 inches in a day?

15 THE WITNESS: Uh-huh.

16 MR. BERTELE: Yes.

17 THE WITNESS: Yes, sir.

18 THE COURT: Go ahead.

19 Q. How about in 2017?

20 A. I really can't remember a specific number. I guess
21 probably about 10 times. You would have to look at the
22 record of what the rainfall estimates were for -- not always
23 did we get that much rain.

24 Q. Okay. So in 2016, you had Matthew. And did you
25 have other rainfall events in 2016?

R434

1 A. Oh, yeah. We had Matthew. And then we had Irma
2 came in 2017. But after Matthew, I was really on edge. So
3 every time we got an estimated rainfall total coming in of a
4 heavy rain, then I prepared the studio and the truck and
5 trailer.

6 Q. All right.

7 MR. BERTELE: No more questions.

8 THE COURT: How long do you expect your cross to go?

9 MR. MASON: Probably less than half an hour.

10 THE COURT: And then you've got how many witnesses?

11 MR. MASON: Two, Your Honor.

12 THE COURT: All right. We are in recess for lunch
13 for an hour and ten minutes. Ma'am, during the break, you
14 are not allowed to discuss your testimony. Okay?

15 THE WITNESS: Okay.

16 (Whereupon, a recess transpired.)

17 THE COURT: Cross.

18 MR. MASON: May it please the Court.

19 CROSS-EXAMINATION

20 BY MR. MASON:

21 Q. Ms. Blank, when you began your testimony, I believe
22 you referred to what's been marked as Defendant's Exhibit 5
23 as being the survey of your property. Is that correct? Was
24 that the first exhibit that you were referencing?

25 A. Yes, I think it was.

1 Q. Is that the exhibit you believe truly and accurately
2 represents your boundaries?

3 A. I believe it does.

4 MR. BERTELE: I'm sorry, Judge. I wanted to be sure
5 I heard counsel. He said D-5, correct?

6 MR. MASON: Right. This is the one where I marked
7 it and you marked a similar one. If you want to use yours, I
8 can show her that as well, because I want the record to be
9 clear.

10 A. It looks like the same.

11 Q. Thank you. Now, I'm going to show you what's been
12 marked as Defendant's Exhibit No. 4. Have you ever seen that
13 document?

14 A. Yes, I have.

15 Q. When did you see it?

16 A. Before we started building.

17 Q. Okay. And that's been referred to as the original
18 site plan that was submitted for the building permit?

19 A. That I wouldn't know about. I know that this was
20 off of a plat and not the field survey. I located the
21 markers myself.

22 Q. All right. And did your builder or your surveyor
23 tell you that when they went out to lay out the house, they
24 couldn't lay it out where they had originally planned to lay
25 it out, because it would have been in the wetlands and they

D 436

1 had to move the house? Was that ever explained to you by
2 your professionals?

3 A. There was some explanation. I didn't even know it
4 was wetlands, to be honest with you. I am not from here
5 originally, and I didn't even know what they were. But I
6 understood the reason for having to move the house.

7 Q. You understand the house was moved and that there
8 was a second site plan done?

9 A. Yes, sir.

10 Q. And the second site plan is the one that you are
11 relying on to establish your boundaries. And Mr. Franklin is
12 your surveyor; isn't that correct? You are the one who hired
13 him to do the work to determine these boundaries, right?

14 A. I don't believe I'm the one that hired him, no.

15 Q. Well, the builders hired him, right?

16 A. Yes.

17 Q. And that is Mr. Horton?

18 A. Yes.

19 Q. Mr. Horton is the person you bought the property
20 from; is that correct?

21 A. That's correct.

22 Q. And he's the gentleman you said you had an
23 unpleasant dealing with; isn't that correct?

24 A. That is correct.

25 Q. Can you clarify what unpleasant dealings you had

12437

1 with Mr. Horton?

2 A. Mr. Horton just kept trying to change the house plan
3 as he built it.

4 Q. So did you believe that Mr. Horton wasn't following
5 through on the construction contract that you had with him?

6 A. On certain parts of it, yes, sir.

7 Q. Did he sue you or did you sue him before the project
8 was over?

9 A. Not that I recall.

10 Q. Were there any claims that arose from your
11 relationship with Mr. Horton?

12 A. No, sir.

13 Q. But he sold you this lot?

14 A. Yes, sir.

15 Q. And then after you bought it, do you recall whether
16 fill dirt was brought in or not?

17 A. Yes, sir.

18 Q. Was there considerable fill dirt brought in?

19 A. No, because it was just one small area. The house
20 is only 1,000 square feet.

21 Q. So the only area you recall being filled would be
22 what I call the building pad; is that correct?

23 A. That's right.

24 Q. There was no filling done in any areas that you
25 recall other than the building pad area; is that correct?

R 438

1 A. There was some fill put in the front for the
2 driveway, I believe.

3 Q. But other than that and the building pad, there was
4 no other fill; is that correct?

5 A. No, sir, because it slopes down into the wetlands.

6 Q. The back of your property slopes down into the
7 wetlands?

8 A. Uh-huh.

9 Q. How much of your property is wetlands?

10 A. That's rough to say. It's changed since I bought
11 the land. I would say roughly probably about half is
12 wetlands.

13 Q. So half of the entire square feet area of your
14 property is wetlands?

15 A. Yes.

16 Q. By that, do you mean that on super high spring tides
17 or something, you will get actual tidal water that will come
18 onto your property?

19 A. There has been times where I had that happened.
20 Since they built the new subdivision in the back, it doesn't
21 happen anymore.

22 Q. Okay. All right. And so you had no experience with
23 wetlands previously?

24 A. No, sir.

25 Q. All right. And you didn't -- you've talked about

Q439

1 moving your trailer when you think it's going to rain a
2 significant amount. You move it out to the road; isn't that
3 correct?

4 A. That's correct.

5 Q. Is that because the road is higher than your lot?

6 A. On the cul-de-sac, it is.

7 Q. So where this subdivision plat says that all lots
8 are to be filled to a minimum of one foot above the bottom of
9 the roadway ditch at the right-of-way line and graded to
10 drain in accordance with the county road code, you have no
11 knowledge of filling the lot one foot above the bottom of the
12 roadway ditch the whole lot; is that correct?

13 A. No, no, sir. There was no roadway ditch.

14 Q. There was no ditch in the front, but you didn't fill
15 the whole lot one foot; isn't that correct?

16 A. We weren't permitted to because it's wetlands.

17 Q. Okay. So you would have filled more of your lot,
18 had you been allowed to; isn't that correct?

19 A. No, sir.

20 Q. So did you try to fill more than you did and were
21 denied because it was wetlands?

22 A. No, sir.

23 Q. Did someone just tell you you couldn't bring any
24 more fill?

25 A. No, sir.

R 440

1 A. The back, the back right corner is wetlands. And it
2 used to come up into the back right corner of my yard. But
3 it no longer does that, at least very, very rarely. It has
4 to be a full moon and a high tide and certain conditions in
5 order for the water to come up because they built a
6 subdivision back there.

7 Q. All right. And on Defendant's Exhibit 4, which is
8 the site plan that was submitted to the building department,
9 is the wetlands in this corner of Lot 11 that's closer to Lot
10 10?

11 A. This is the wet area here. This area was determined
12 wetlands due to the vegetation growing there.

13 MR. BERTELE: Your Honor, excuse me for
14 interrupting. If we could have a verbal identification, it
15 would be helpful.

16 MR. MASON: Your Honor, I will just go over to the
17 Elmo so he can see what she's referring to. Your Honor, I'm
18 displaying Defendant's Exhibit 4 on the Elmo.

19 BY MR. MASON:

20 Q. Ms. Blank when I was just asking you the question,
21 you told me where there's the wetland area. And then you
22 told me where the area that's determined to be wetlands due
23 to the vegetation. Can you put your finger on this area so
24 the Court can see what you were talking about?

25 A. This area here is about the wetlands. And then this

R 441

1 Q. And then again, the building site plan that was
2 provided to the County shows 198.8 feet at the rear. And the
3 one you said is the correct survey of your land shows 221.58
4 feet; isn't that correct?

5 A. That's relatively correct. I went out with
6 measuring devices and measured from the existing iron pipes
7 that were on the corners and came up with those numbers as
8 well.

9 Q. Now, you've gone over some exhibits that you say
10 show standing water. I'm going to show you what you entered
11 as Plaintiff's Exhibit 4C. Do you see this picture?

12 A. That's upside down, and I can't see the whole thing.
13 Uh-huh.

14 Q. Okay. Now, your house is over here; is that
15 correct?

16 A. That's correct.

17 Q. And the water that you showed the puddle is on the
18 opposite side of the driveway; is that correct?

19 A. That is correct.

20 Q. And that's because the driveway slopes towards Lot
21 12, not towards your lot; isn't that correct?

22 A. No, sir. They hadn't been filled yet.

23 Q. Now, with regard to the trees that are on the other
24 side of the driveway at the end of the driveway, do you see
25 at the top of the photograph towards the back of your house?

R442

1 as to where the boundaries were?

2 A. No, sir. The only thing I remember is an agent,
3 either real estate or lawyer, I don't know, came knocking on
4 my door and said, here, sign this, it's a deed. And I said,
5 no, I am not going to sign it.

6 Q. Now, you identified Plaintiff's Exhibit 3 in your
7 testimony, isn't that correct, the one where you were asked
8 about the dotted lines from C-1?

9 A. Yes. It's still not very clear to me what this is
10 supposed to show.

11 Q. Well, let's break this down real simple. You are
12 claiming your boundary is in one place. And Mr. Timmons is
13 claiming his boundary's in another place; is that correct?

14 A. That's correct.

15 Q. And the two of you either get together and figure
16 that out, or you have a dispute; is that correct?

17 A. That's correct.

18 Q. And you have a dispute, right?

19 A. Yes.

20 Q. Because you don't agree -- you can't agree on where
21 the boundary is, right?

22 A. There's no reason to agree where the boundary is.
23 The boundary exists.

24 Q. And the property you bought was the property that
25 was shown on the subdivision plat as your attorney testified

R 443

1 to; isn't that correct, Exhibit 1? You bought Lot 11 as
2 shown on the plat book AL at page 77; is that correct?

3 A. That is correct.

4 Q. And that's all you bought? You didn't buy any more
5 than that; is that correct?

6 A. That is correct.

7 Q. And what you are claiming in this case is that if
8 you go out into the field, it shows that your lot is bigger
9 than the subdivision plat shows? Isn't that what you are
10 claiming?

11 A. That's correct. And most of that subdivision is
12 messed up as far as the plotting from -- the Copahee
13 Subdivision plat is not accurate.

14 Q. You testified that there was a mistake made about
15 your flood elevation; is that correct?

16 A. No, I didn't.

17 Q. I thought -- I was making notes when you were
18 testifying about your flood -- you testified your property
19 was in a flood zone. And let me see if I can go back in my
20 notes and find the exact words you used to see if they
21 refreshes your recollection.

22 A. Oh, I understand. I made the call to overkill on
23 the breakaway walls, thinking that that would be better than
24 just doing the water vents. But I was told that I didn't
25 need to do that, just to go with the water vents, so I did.

R 444

1 Q. I thought you used the word there was a "mistake"
2 made about your flood elevation?

3 A. No, sir, I don't remember saying that.

4 Q. So is the flood elevation of your property in A
5 zone, A-12?

6 A. I thought it was a V zone requirement to do the
7 breakaway walls, which is a heavier flood area. Mine is
8 actually lighter than that. That's why it doesn't require
9 breakaway walls.

10 Q. Mr. Franklin designed your foundation; is that
11 correct?

12 A. I'm not sure.

13 Q. So was your foundation designed to the right flood
14 zone or not?

15 A. Oh, yeah, absolutely.

16 Q. Okay. And then you came and you enclosed the
17 downstairs area; is that correct?

18 A. Partially, yes.

19 Q. And that's where your studio is, right?

20 A. That's correct.

21 Q. Your studio sits on the ground underneath the house;
22 isn't that correct?

23 A. That is correct.

24 Q. And doesn't your flood elevation require that the
25 first usable floor be at least 6 feet off the ground?

R 445

1 A. I don't know about the word "usable", because almost
2 everybody has a garage under the house and studios and tool
3 rooms, et cetera.

4 Q. You are using the ground floor of your house for an
5 art studio; is that correct?

6 A. That is correct.

7 Q. You are not just simply using it to park cars; isn't
8 that correct?

9 A. That is correct.

10 Q. And you did those improvements without a building
11 permit; isn't that correct?

12 A. There is no building permit required.

13 Q. And you did not -- you don't have any flood
14 insurance on the ground level; isn't that correct?

15 A. I wouldn't know. I'm not sure how that flood
16 insurance policy reads.

17 Q. Well, you filed exhibits in this case which
18 specifically state you don't have insurance on the ground
19 level; isn't that correct?

20 A. I don't believe that's true.

21 Q. When you made the claim after Hurricane Matthew to
22 collect some money from, I guess, the federal government, one
23 of the questions was, do you have insurance? Isn't that
24 correct? And you wrote, no, I couldn't get insurance; is
25 that right?

R 446

1 A. I couldn't get paid by the insurance company. They
2 wouldn't cover it because it was rain water, not flood water.

3 Q. And do you recall Ms. Smith telling you to get a
4 survey so that you could get title insurance?

5 A. The survey was already in existence. And I got
6 title insurance.

7 Q. You thought the survey that was in existence was the
8 one that Mr. Franklin did after he couldn't locate the house
9 where it should have been, right?

10 A. I would say that a little differently, but it is the
11 Franklin survey.

12 Q. And Mr. Franklin, you were in here when he
13 testified; is that correct?

14 A. That's correct.

15 Q. You asked him to document everything best he could
16 as a surveyor, isn't that what you instructed him to do?

17 A. I didn't instruct him to do anything.

18 Q. Well, Mr. Franklin said no part of the improvements
19 on Lot 12 encroach on your land. Are you claiming that any
20 part of the improvements on Lot 12 encroach on Lot 11?

21 A. Not currently.

22 Q. So there's -- right now, just to be crystal clear,
23 there's no encroachment whatsoever from any improvement on
24 Lot 12 on to Lot 11; isn't that correct?

25 A. Not a physical structure, but they are not 5-foot

2447

1 a couple of seconds. Thank you, Judge.

2 No objection.

3 THE COURT: Mark that in evidence, please.

4 (Defendant's Exh. 9, 1/20/16 to 1/25/16 e-mail
5 chain, was received into evidence.)

6 BY MR. MASON:

7 Q. Now, is it a fair statement that you were asked if
8 the builder could do any grading between the driveway and
9 your property right around the time the driveway was being
10 finished, and they were going to take out some trees, and you
11 didn't want that done? Is that accurate?

12 A. Can you say that again, please.

13 Q. Yes, around the time the driveway was being
14 finished --

15 A. Their driveway?

16 Q. Their Lot 12 driveway, yes. Were you asked whether
17 they could do some grading and remove some trees between the
18 two lots, and did you indicate you didn't want that done or
19 didn't want the trees removed, or something to that effect?

20 A. Probably, yes.

21 Q. And did you say you didn't want the trees in the
22 rear removed because there were some birds that nested in
23 there that you enjoyed looking at?

24 A. That is correct. And we were actually going to the
25 wildlife people because there was a very rare bird nesting

R448

1 back there.

2 Q. So did you actually go to the wildlife people to try
3 to prevent the builder from removing the trees?

4 A. Yes -- no, not to prevent -- this was a different
5 occasion. We wanted to save the trees because the rare bird
6 was there. And the day that we were supposed to go into the
7 courtroom with them was the day that the government shut
8 down.

9 Q. All right. Well, let me ask you this. Are the
10 trees that Mr. Franklin has proposed to remove the same trees
11 that you were concerned about the birds?

12 A. Proposed to remove?

13 Q. Yeah. You were here, weren't you, when Mr. Franklin
14 said he had to remove some trees in order so that they
15 wouldn't be blocking the water flow at the rear of the
16 driveway?

17 A. That is correct.

18 Q. And are those the same trees that you wanted to
19 protect because of the bird nesting?

20 A. A small section of them.

21 Q. So Mr. Timmons's group asked to remove those, and
22 you told them no. And now Mr. Franklin says they need to be
23 removed so that water can flow to the back of the property;
24 is that correct?

25 A. Just a couple of them.

R 449

1 asking you to move your house off of Lot 12?

2 A. That's been determined.

3 Q. Now, okay, so that's what was determined, right?

4 A. Well, it's been determined that I don't need to move
5 my house. But it's not determined that that's Lot 12.

6 That's Lot 11.

7 Q. That's not determined? It's still in dispute? Do
8 you remember when you were trying to block the sale of the
9 property from the Timmons to the Patricks? Do you remember
10 when you were trying to do that?

11 A. Block the sale?

12 Q. Block the sale by claiming you owned part of Lot 12.

13 A. I owned part of -- what they are claiming is part of
14 Lot 12. Lot 11 is very clearly marked on that plat.

15 Q. And were you aware that after we went to court and
16 the judge allowed the sale to go through, that the property
17 that you were -- that the disputed area was determined, and
18 that that property was isolated or separated from what was
19 sold to the Patricks? In other words, are you aware that the
20 Patricks didn't buy the disputed area?

21 A. That is correct, but they offered to give it to
22 me.

23 Q. They offered to give it to you?

24 A. Uh-huh. They asked the Patricks to turn it over and
25 get it over with.

R 450

1 Q. So they were trying to resolve the situation?

2 A. Uh-huh, yes, sir.

3 Q. And that's been the case from the very beginning?

4 A. I don't know about the beginning. This is something
5 I just recently found out.

6 Q. But you understood that there's been efforts
7 whenever they occurred to solve this dispute and figure out
8 what the problem is and satisfy you?

9 A. Not by the Patricks.

10 Q. But you understand that the Patricks didn't buy the
11 part that was in dispute, but you are saying that if they
12 bought it, they want to give it to you?

13 A. Okay. I didn't know that this thing about the
14 quitclaim, I was not aware of that whole deal. But I do know
15 that recently, one of the Patricks told me that they asked
16 the Timmons to just give it, drop it.

17 Q. But when the Timmons offered to give you the
18 disputed area, that's when you say you didn't just want the
19 disputed area, you also wanted some money; isn't that
20 correct?

21 A. The Timmons never offered to give me the disputed
22 area.

23 Q. So you didn't see the lawsuit where it says in the
24 very first couple paragraphs that, Plaintiff has attempted to
25 resolve this matter without the Court's assistance by

R451

1 for it; isn't that correct?

2 A. I already owned it.

3 Q. Well, that's the question, right?

4 A. That's your question, yes.

5 Q. But you are positive. And you are not a surveyor,
6 you have no survey training. And this is the only -- is this
7 the only piece of real estate you ever owned in your entire
8 life?

9 A. Yes -- no, it's not.

10 Q. You owned another parcel of land?

11 A. Yes, I owned a home.

12 Q. And just so I'm clear, you are blaming the Timmons
13 for Hurricane Matthew; is that correct?

14 A. No, sir.

15 Q. You are not blaming the Timmons for anything that
16 happened to you during Hurricane Matthew?

17 A. That's a whole different statement there.

18 Q. Are you blaming the Timmons for anything that
19 happened to you during Hurricane Matthew?

20 A. Yes, sir.

21 Q. And your claim, as I understand it, is that the
22 driveway is what caused Hurricane Matthew to come into your
23 illegal underground storage?

24 A. No, sir. A, it's not illegal. And second of all,
25 Matthew didn't come into my studio. The rain water from the

R452

1 roof and from their driveway drained into my property and my
2 studio. I tasted the water. It was freshwater.

3 Q. And Matthew was a 1,000-year flood. And you got
4 paid for what you could get paid for by the federal
5 assistance claim you made; isn't that correct?

6 A. A, it's not a federal assistance claim. It's
7 private entity to service crafters in an emergency. It has
8 nothing to do with the government. And the Hurricane
9 Matthew, I didn't claim that it was -- the flooding was by
10 Hurricane Matthew. It was during Hurricane Matthew. And it
11 was the rain water that caused the flooding. Because it
12 rained -- if you look at the rain gauges and the rain amount
13 for that particular couple of days, it was something like 12
14 inches or 14 inches or something like that.

15 Q. But you felt like you were eligible for certain
16 flooding assistance, and you claimed it; isn't that right?

17 A. I felt I was justified in asking a private crafters
18 emergency foundation for some money to buy new materials to
19 replace the tools and the materials that were ruined during
20 the flooding.

21 Q. And those were the items you had in the studio at
22 ground level; is that correct?

23 A. To some extent.

24 Q. Now, is your entire yard seeded at this point in
25 time?

R453

1 that much even on the Patrick side anymore?

2 A. It doesn't stand at all in the Patrick side, just in
3 the middle of their driveway a little bit where it dams over
4 into mine.

5 Q. Let me ask you. The water shown running on to the
6 Patricks's property, does it continue on across their yard
7 and go down the other property line to get to the back?

8 A. No, sir, not that I'm aware of. I wouldn't know
9 that. I never looked. But if you look over on the
10 right-hand side, the top corner of that picture, you can see
11 where the water is on my side too.

12 Q. And that's where you refuse to allow those trees to
13 be removed and the swale to be put in; isn't that correct?

14 A. That's not correct.

15 Q. Well, did you allow those trees to be removed and
16 the swale to be put in?

17 A. No. They are on my property. Wouldn't the swale
18 have to go on the Timmons's property?

19 Q. That's property you claim to be yours.

20 A. That's correct.

21 Q. That's part of the property in dispute, right?

22 THE COURT: Did you want to answer that?

23 THE WITNESS: I'm sorry. Can you ask the question
24 again?

25 THE COURT: You asked two questions at the same

Q 454

1 time.

2 Q. The area where the swale was proposed by the owners
3 of Lot 12 is property they claim to own. And it's also
4 property you claim to own; isn't that --

5 A. I don't know about the swale that they proposed. I
6 don't remember that.

7 Q. You do remember talk about removing the trees at the
8 back where the birds were so as not to block the flow of the
9 water. You remember that discussion, right?

10 A. Yes, I do.

11 Q. And could it be that at the same time that
12 discussion was held, you were generally discussing how water
13 was going to get to the back of the lot?

14 A. What they had -- I think what they had recommended
15 was just a little ditch, not a proper swale, first of all.
16 They did not -- they were talking about just running a little
17 line down there, nothing proper. And it wouldn't have done
18 the job anyway.

19 But, like I said, you only have to remove, what, a
20 foot, a foot width of trees in order to do the swale
21 properly, from my understanding. That would be, like, two
22 trees, three trees. That's it. And the rest of them would
23 be staying the same. That's what --

24 Q. So you are an engineer now?

25 A. I just listen to them.

R455

1 Q. I thought your testimony was that you did get it.

2 A. Oh, no, I didn't get any flood insurance. I mean, I
3 have the insurance, but I didn't get paid anything from the
4 flood insurance company.

5 Q. So when you made this crafters public assistance
6 claim, you indicate on here on Exhibit P-6A that, if you ever
7 received any other assistance in the past? You wrote, a year
8 ago, after 1,000-year flood.

9 So am I to understand you made two separate claims
10 to this crafters fund?

11 A. It's possible. I don't recall. I don't recall
12 another one. I think I was referring to that I attempted to
13 get my flood insurance paid. 1,000-year flood, I did not get
14 flooded. That was prior to the construction of the Timmons's
15 home.

16 Q. Did you certify to this group that you were trying
17 to get this assistance from that you can't get coverage for
18 your glass in SC or the studio?

19 A. I don't need coverage for the glass.

20 Q. But you wrote, you can't get coverage for the
21 studio; isn't that correct?

22 A. That's correct. I couldn't get paid by the coverage
23 for the studio.

24 Q. But you wrote -- the words you wrote on Exhibit 6A
25 were, "Can't get coverage for my glass or studio?"

R 456

1 A. In South Carolina.

2 Q. Okay. It wasn't that you couldn't get paid. It was
3 that you couldn't get coverage?

4 A. Not for the glass itself, no, sir.

5 Q. Or the studio, right?

6 A. I was trying to get for finished work that was
7 damaged. And they won't insure that in South Carolina. They
8 wouldn't insure my artwork. If I travel to Florida, I could
9 get Florida insurance down there.

10 Q. So the money you got was for "clean up from the
11 flood"; isn't that correct?

12 A. That's correct.

13 MR. MASON: No further questions, Your Honor.

14 THE COURT: Redirect?

15 MR. BERTELE: Thank you, Judge.

16 REDIRECT EXAMINATION

17 BY MR. BERTELE:

18 Q. Ma'am, counsel asked you about the wetlands on your
19 property.

20 A. Yes.

21 Q. To the rear area, you said that it encompasses a
22 substantial part of the rear of your lot?

23 A. A pretty good -- yes, yes.

24 Q. Now, have those areas caused any water to come under
25 your house?

1 A. Under my house? No, sir.

2 Q. Ever?

3 A. Never, not until Matthew.

4 Q. Okay. And at the time, what about the time of the
5 1,000-year flood?

6 A. Not a single drop inside.

7 Q. Okay. Now, you said that the 1,000-year flood
8 didn't cause you any damage to your materials that you stored
9 in the studio?

10 A. That's correct. I just -- caused some cracking in
11 my foundation.

12 Q. I'm sorry?

13 A. I think that's what caused the cracking in my
14 foundation. Okay?

15 Q. Now, did the 1,000-year flood have any other
16 consequences with respect to the conduct of your business?

17 A. No. The 1,000-year flood did not.

18 Q. Were you able to conduct your normal activities, go
19 do the things you normally did and perform all of the
20 fabrication that you usually associated with your business?

21 A. Absolutely.

22 Q. Okay. Now, how long have you had your studio at the
23 ground level?

24 A. Since 2005.

25 Q. So it's been there from the beginning?

R458

1 A. It was there before the house, before it was even
2 enclosed. I had all my glass racks and work tables in
3 there.

4 Q. Okay. You said you personally confirmed the
5 distance to be shown on that survey that Mr. Franklin
6 prepared?

7 A. I sure did. I had a lot of fun doing it.

8 Q. Why was that?

9 A. Just getting out in the woods out there and laying
10 out this 50-foot measuring tape and then dragging it along.
11 Sorry, but I have a weird liking for being out in the woods.

12 Q. So if the Court were to decide that somehow the
13 Timmons owned the area that they claim, what would be the
14 effect upon you?

15 A. I'm not sure. I don't know where that stands,
16 because the Patricks don't seem to care about it, the people
17 living there now.

18 Q. How would it affect you if all of the land around
19 your house is somebody else's?

20 A. If all the land around my house is somebody else's,
21 it would affect me a lot.

22 Q. In what respect?

23 A. I have no privacy. I have no place to store my
24 trailer and truck. I wouldn't be able to keep my garbage
25 cans out there.

1 ROBERT ARRINGTON,

2 having been duly sworn, testifies as follows:

3 THE CLERK: Please state your full name and spell
4 your last name for the record.

5 THE WITNESS: Robert Lee Arrington,
6 A-r-r-i-n-g-t-o-n.

7 DIRECT EXAMINATION

8 BY MR. MASON:

9 Q. Mr. Arrington, what is your profession?

10 A. I am a licensed land surveyor. I own a surveying
11 company.

12 Q. What is your surveying company called?

13 A. It's RLA Associates.

14 Q. How many employees work there?

15 A. Approximately 25.

16 Q. And what is your position in the firm?

17 A. I'm the owner and president.

18 Q. How long have you been in the surveying business?

19 A. Surveying business, 24 years; licensed for 20.

20 Q. Have you kept up with your continuing education?

21 A. I have.

22 Q. Is your license currently in good standing?

23 A. It is.

24 Q. Did you have an opportunity to do any surveying in
25 Copahee View division?

R460

1 A. I have.

2 Q. Describe how that came about and what the nature of
3 your assignment was.

4 A. Yes, sir. I was approached by Mr. Timmons. We've
5 done a couple of jobs for him. And he wanted me to go out
6 and verify an actual survey that he had had another surveyor
7 do.

8 Q. Who was the other surveyor?

9 A. Parker Land Surveying.

10 Q. Is that Mr. Gillette?

11 A. Yes, it is.

12 Q. So you were a second surveyor that was going to come
13 and work?

14 A. I was.

15 Q. What's involved when there's multiple surveyors
16 involved in something like this? What's going on?

17 A. Well, you do every survey like you always do. It's
18 not dependent of another surveyor. You always start by
19 collecting all the evidence, all of the facts, everything you
20 could find. He had told me it was a property dispute.

21 MR. BERTELE: Objection to what Mr. Timmons said.

22 BY MR. MASON:

23 Q. I'm just asking you about the nature of your
24 assignment.

25 A. I'm sorry.

R 461

1 Q. The nature of your assignment.

2 THE COURT: Generally, you can't say what someone
3 else told you unless they are a party to this litigation.
4 That's hearsay. So just ask your question.

5 BY MR. MASON:

6 Q. What was the nature of your assignment?

7 A. My assignment was to go and do a retracement survey
8 for the Lot 12.

9 Q. And what is a retracement survey?

10 A. A retracement survey is the first survey after an
11 original survey, any survey after an original survey.

12 Q. Okay. And when you are original surveyor, you are
13 referring to what the original surveyor that laid out the
14 subdivision did?

15 A. That is correct.

16 Q. And everything else after that is called
17 retracement; is that correct?

18 A. That is correct.

19 Q. Can you describe the process you undertook to
20 perform your work?

21 A. Yes. I went out to Lot 12. And during that time, I
22 noticed it was under construction, just some footings in the
23 ground. So I started to locate property corners or actually
24 find them. And after I found them and started locating them
25 with an instrument, wasn't coming up with a lot of good stuff

R 462

1 A. Well, in our field, in our community of surveyors,
2 we do call upon other surveyors to help out with things, to
3 ask questions. It's not always used, but when you have older
4 professionals that you need to tend to, you call them. So I
5 actually called them and told them what I found. And they
6 told me what they had found. And I said, if you would like,
7 if you want to send me your CAD file, I will overlay it to
8 mine and see what we have. And in my opinion, everything was
9 very similar to both of those surveys.

10 Q. Tell me what you located. Like, how far away did
11 you go from the subject property to work back to the Lot 12?

12 A. We went all the way down to the intersection.

13 Q. I'm going to show you what's been marked Exhibit
14 Number 2.

15 MR. BERTELE: Excuse me, Counsel. Excuse me. I'm
16 sorry to interrupt. Is this D-2?

17 MR. MASON: Defendant's Exhibit No. 2.

18 MR. BERTELE: Thank you, sir.

19 BY MR. MASON:

20 Q. Can you, using D-2, tell me what you did? And do I
21 have it laid on here the best way for you to use it to
22 describe your work?

23 A. Yes. We went all the way down to the intersection
24 of Lot 20, intersection of Macoma and Pandora. Usually this
25 is what they call a simultaneous conveyance. And when these

1 are all created at one time, there's proportionals people use
2 and everything like that. But in this case, we found a lot
3 of good information.

4 Q. Walk me through it, if you would, using the survey.

5 A. Sure. Okay. Well, we went -- we started at Lot 12
6 and we started in the right-of-way, started going down
7 finding property corners. Find a lot of them. There were a
8 couple we didn't find. But I will say, we went all the way
9 down to the intersection. And if you could see at the
10 intersection of Lot 20 and across the Lot 7, you can see
11 there's these little black squares. And specifically,
12 doesn't show it on this map, but those are called for on the
13 actual record plat concrete monuments.

14 We also have one over on Lot 12. It's in the front
15 right there. I think it's got an X that says concrete
16 monument there. Well, we found the one on Lot 12. It was
17 kind of broken, but it was still there. We did not find the
18 one all the way right there on Lot 20. But we did find one
19 across the street on both sides.

20 And from our calculations, we could actually
21 calculate where that concrete monument goes. And for our
22 calculations from there down to the concrete monument that we
23 shot from the distance to what we would calculate, we were
24 only going to be off fifteen hundredth, which is little less
25 than two inches.

R 464

1 MR. BERTELE: Excuse me, I didn't hear what he said,
2 fifteen hundredth?

3 THE WITNESS: Fifteen hundredth, which is just a
4 little less than two inches, fifteen hundredth of a foot.

5 BY MR. MASON:

6 Q. So is the testimony you are giving about boundaries
7 today within the range of the margin of error that's allowed
8 by surveyors?

9 A. Yes.

10 Q. And what is that?

11 A. The margin of error?

12 Q. Yes. How close do you have to get your boundaries
13 if you are a surveyor?

14 A. Every surveyor is different. Doesn't range much,
15 but we have classifications of surveys. Ours is what we call
16 1 in 10,000, 1 foot in 10,000, or 1 inch in 10,000 inches.
17 So it is within the acceptable Class A classification of
18 survey. So a 10th, 2/10ths in a distance over 900 feet is
19 very acceptable.

20 Q. So just walk me through what you did. You were
21 telling me about concrete monuments and you were getting
22 ready to work through your field work.

23 A. Yes. The second thing is when we started finding
24 property corners along the right-of-way and along the front
25 of all these lots, we started finding them. And they were

1 checking out really well. They were lining up, which tells
2 me that the right-of-way line was really good.

3 Then we went into the back. And we started finding
4 stuff in the back. Started finding some really good stuff
5 there. So everything was working really well from Lots 20
6 all the way down to 13.

7 And when we started getting to 13 and into 12,
8 that's when we started finding, you know -- seeing our
9 problems we were having.

10 Q. What was those?

11 A. That Lot 12 was considerably shortened from any of
12 the information we had to plat, considerably shorter.

13 Q. So --

14 A. Or smaller. Sorry.

15 Q. Did you locate the boundaries of Lot 12 and Lot 11?

16 A. We did, as much as we could find anyway. We did
17 find some stuff in the very back right corner of Lot 11
18 that -- and here again, we came in and we shot everything,
19 even the property corners that were set, I guess by Parker.
20 We set no property corners at all. We set nothing. Our
21 mission was to collect the facts.

22 So we did find information in the back right corner
23 of Lot 11. But, of course, it was a five-eighths rebar. So
24 I can't -- by using this, we just could not find a lot of
25 evidence that really pointed to original monumentation out

R 466

1 there, except around Lots 20 and 19 and possibly 18. We did
2 find one-inch open pipes all through there.

3 And there's a couple of lots, I think 17, 18, 19
4 and -- I'm sorry, 17, 16, 15 and 14 that were actually
5 resubdivided and cut in half through the years. And
6 surveyor, whoever did that, came out and put No. 5 or
7 five-eighths rebars through there. And that's typical.

8 So, but, yes, that's basically -- and we also went
9 on the other side as much as we could, especially in the
10 front. And again, we were finding rebar. So it kind of
11 tells me that, like I said, it was just a lack of original
12 monumentation out there.

13 Q. And the concrete monuments?

14 A. Concrete monuments were some of our best evidence we
15 had.

16 Q. Were they original?

17 A. In my belief, they were original, yes.

18 Q. Are they called out in the subdivision plat?

19 A. They are.

20 Q. And are there distances and curvatures and all that
21 consistent with the concrete monuments?

22 A. There are, but during my research, and I think it
23 was an exhibit -- I think in my deposition like two years
24 ago, late one night when I was doing something, I found
25 another plat that was a right-of-way plat just like this. It

1 was only for right-of-ways.

2 MR. BERTELE: Excuse me. I don't think the witness
3 is responding to the question. He was asked about curve data
4 and monuments and whether they conformed on the plat.

5 BY MR. MASON:

6 Q. So if you were answering that question, please
7 continue.

8 A. To answer the question for that, there are -- there
9 is data on most of the lots that add up to try to get to the
10 actual concrete monument to concrete monument. There should
11 be at least enough evidence on there.

12 Q. So did you rely heavily on the concrete monuments?

13 A. I don't know heavily, but we did -- that was one of
14 our best -- that was one of our best evidence we found,
15 because the back also was just about equal. We found the
16 back irons going straight cross and matching up. So they
17 were -- it was some good evidence to find.

18 Q. So you found the monuments in the front and the back
19 that matched up and you had concrete monuments as well?

20 A. Correct.

21 Q. So take me through what your conclusions were after
22 you did all of this work?

23 A. My conclusion was that the lot -- the "no lot" on
24 this plat that is being, I guess, portrayed as the larger
25 lot, I guess you could call it, larger than it is now, is not

R468

1 correct.

2 Q. And why not?

3 A. Because Lot 12, especially Lot 12, was disregarded
4 as far as the measurements from the previous retracement
5 survey of the previous surveyor.

6 Q. Are you referring to the Franklin, second Franklin
7 survey?

8 A. Correct, correct.

9 Q. So I want to go ahead and put that up. That's
10 Plaintiff's Exhibit 2. So I got Plaintiff's Exhibit 2 on the
11 Elmo. Tell me what you are saying Franklin disregarded.

12 A. Well, for one, we know that the plat does not have a
13 rear and front distance. And we know it has side distances.
14 But I believe I saw a previous -- I think a previous exhibit
15 that --

16 Q. Hold on. I'm going to show you Defendant's Exhibit
17 4. Is that the exhibit you were referring to when you used
18 the words "previous exhibit"?

19 A. Correct, correct.

20 Q. Okay. So describe for me how distances were
21 disregarded.

22 A. Well, for one, this is a site plan. This is what
23 you would produce to get a building permit. You don't have
24 to ground survey this. It just comes off of the plat and you
25 put a house on it and you dimension it. I could see where

R469

1 he's got plat, the word "plat" around it. So when you see
2 this and you draw something up like this, and then -- I think
3 you see the other, and you see that it's 20-some feet larger,
4 and with this one here, you've also got --

5 MR. BERTELE: Excuse me, sir. I hate to keep
6 interrupting, but if you could please identify what you are
7 referring to.

8 BY MR. MASON:

9 Q. You referred to 20 feet larger. I'm showing you
10 Plaintiff's Exhibit 2.

11 A. Yes. When you see Exhibit 2, it's at least 20 some
12 feet larger in width. To me, you know, any surveyor, that's
13 a red flag. This is actual surveying. We do this on a daily
14 basis. You never go out there and find exactly what you are
15 supposed to find. We always have -- there's always issues.
16 And you resolve them.

17 But here when you find something 20 feet, there
18 should have been other evidence. There should have been
19 other property corners found tied to this to basically prove
20 that this is correct. But all you have are four IOs, which
21 are iron pipe old one-half inch standard. And you have the
22 same on the original, the other one, D -- I'm sorry.

23 Q. D-5?

24 A. D-5. You have that. So to me --

25 Q. I'm sorry, D-4.

1 A. As a surveyor, looking at this, I have two surveys
2 that show four property corners at four different locations.
3 So as a surveyor, if I came across that, you would at least
4 put these four on there. You want to reference everything
5 you can as a surveyor. You want to reduce liability as much
6 as possible. So in my opinion, those -- it was just a
7 disregard for anything for Lot 12.

8 And I would probably say Lot 10, but we surveyed a
9 couple of corners on Lot 10, but not the complete boundary
10 for 10.

11 Q. So when you say there was a standard for Lot 12,
12 what are you referring to?

13 A. Well, if you go out there and you find four corners,
14 first of all, if it also differs from the plat, you can't
15 just say this is it. You've got to just prove -- you have to
16 take into account -- as surveyors, we are charged with
17 protecting the safety and health and welfare of the public.
18 And this was not -- the welfare of the public was not -- was
19 in disregard for Lot 12. It became smaller.

20 MR. BERTELE: Objection. I think he's testifying
21 beyond the scope of what he's been called to do. He was to
22 identify what he did. Now he's offering opinion about
23 whether Mr. Franklin disregarded some code of professional
24 ethics.

25 THE COURT: Do you wish to be heard?

1 MR. MASON: No. I was just asking on direct and he
2 answered the way he answered, which I think is proper. I
3 think it's proper for him to explain how the other expert's
4 survey doesn't meet the surveying standards of the profession
5 in South Carolina. I think that's proper testimony.

6 MR. BERTELE: It is an expert opinion, I believe,
7 and he hasn't been offered as an expert.

8 THE COURT: That part is sustained.

9 MR. MASON: I offer Robert Arrington as an expert
10 surveyor, licensed surveyor in South Carolina.

11 THE COURT: Do you wish to voir dire the witness
12 about this?

13 MR. BERTELE: Briefly, Judge.

14 VOIR DIRE EXAMINATION

15 BY MR. BERTELE:

16 Q. Have you testified in other proceedings with respect
17 to the professional responsibility of other surveyors?

18 A. I have not.

19 Q. And what you are offering as your opinion now is
20 based upon your understanding of the code of professional
21 responsibility of surveyors?

22 A. Yes.

23 Q. Do you have a citation for what you are telling us?

24 A. I have a license number.

25 Q. I was asking you for the reference to the

R 472

1 professional code or ethics or requirements that you say
2 Mr. Franklin did not observe?

3 A. Oh, I don't have the number, but that is our
4 surveyors' mission statement.

5 Q. So it's a mission statement?

6 A. It is in the code, yes. It is in South Carolina
7 Code. We are to do that.

8 Q. So it's your mission to protect the public?

9 A. Yes.

10 MR. BERTELE: Thank you, Judge. I appreciate that.
11 No more questions.

12 THE COURT: Do you object to his being tendered as
13 an expert in the field of surveillance?

14 MR. BERTELE: He can give an opinion, Your Honor.

15 THE COURT: He's so recognized in the field of land
16 surveying. You may continue. The objection is overruled at
17 this stage. Have you finished your answer way back?

18 THE WITNESS: I believe -- well, it was just --

19 THE COURT: You were saying Mr. Franklin didn't do
20 certain things?

21 THE WITNESS: I would just say that other than
22 basically not getting some extra field evidence to justify
23 the four corners being different than the plat is the only
24 thing I can -- that I can say.

25 DIRECT EXAMINATION (continued)

R473

1 side property line, which was very much in line. And
2 especially by using the concrete monument, which told us
3 quite a bit

4 Q. So to a reasonable degree of surveying, certainly
5 more probably than not, does the work you did as reflected on
6 Defendant's Exhibit 10, fairly and accurately represent an
7 accurate survey of Lot 12?

8 A. In my opinion, it does, yes, in my belief.

9 Q. And if a surveyor pulls in more land into a lot than
10 should have been in that lot, does it come out of thin air,
11 or does it come out of somebody else's property?

12 A. It comes out of someone's, either gaps or overages
13 have to be addressed.

14 Q. Have you heard the statement in the realm that
15 surveyor took my land, or something like that? What does
16 that phrase mean?

17 A. Whenever I hear stuff like that, it's -- I always
18 think about that. We go out to survey a property. And
19 people say, don't take my land, or, why are you taking my
20 land. We are not taking anything. We are just trying to
21 show the correct boundaries as most accurate as possible.
22 But we hear that quite a bit.

23 Q. But you recognize that's the effect of being wrong?

24 A. Of course, of course, I do.

25 Q. Are you cognizant of that?

R 474

1 A. Correct.

2 Q. Meaning that iron pipe was, in your mind, the
3 original location of the property corner and rebar was some
4 kind of subsequent installation of a corner?

5 A. Well, the only original I can attest to would be
6 concrete monuments, because those are the only ones that were
7 called out on the plat as being set. And they were actually
8 found in the field. So as far as any other monumentation, as
9 you could see, there's no dark circles out there. So I
10 can't -- I can't say that there were original monumentation
11 out there with all the evidence here.

12 Q. Well, you are telling us that there's no dark
13 circles on the original plat?

14 A. Correct.

15 Q. Okay. But you did find iron pipe in reality?

16 A. We found some iron pipes, yes.

17 Q. Which to you would indicate an establishment of a
18 property corner indicative of a lot?

19 A. Yeah, of course. Yeah, that would -- it would be
20 evidence of a property corner.

21 Q. Well, what else could it be, sir?

22 A. I don't know. There's so many property corners out
23 there. I have no idea. That's why I'm here.

24 Q. Well, the gentleman that prepared this plat
25 indicated that they liked the use of iron pipe as a property

R475

1 and taking some property corner measurements and coming up
2 with a conclusion?

3 A. That is correct.

4 Q. But you weren't on the ground in 2005, were you?

5 A. Not here.

6 Q. So is it your testimony that, given the fact that
7 many of the lots don't scale, which you've admitted, and that
8 there is no second concrete monument found anywhere, and that
9 Mr. Franklin found iron pipes to establish the corners of Lot
10 11 and tie them in with the corners of Lot 13, which provided
11 Lot 12, that, in your opinion, his survey is not valid?

12 A. I wouldn't say the survey is not valid. I would say
13 that --

14 Q. Well, you've said that before, haven't you? Are you
15 saying that it is valid?

16 A. I would never say that it wasn't valid. What I'm
17 saying is, the "no lot" -- I'm sorry. The Lot 12 that we did
18 reflects exactly what should be in the ground right now. And
19 if you are referring to the "no lot", in my opinion, that lot
20 should have had more evidence, had more facts, more property
21 corners, more work done on that lot to justify his outcome.

22 Q. Well, you don't know what work Mr. Franklin did, do
23 you?

24 A. I do see his work. He produced a survey.

25 Q. Okay.

R.476

1 A. And he shows four corners. He shows four corners on
2 another survey. So the credibility for that, to me as a
3 surveyor, is very limited.

4 Q. Well, are you telling us that if he had looked at
5 Lot 13 and looked at Lot 9, both of which he surveyed for the
6 owner, Mr. Horton, and he looked at Lot 11, as you call it,
7 the "no lot", and he realized that the plat had many
8 deficiencies in it, and he made a professional judgment that
9 the property corners were the best evidence of the location
10 of the lot, that you would not find that decision to be
11 reasonable?

12 A. I wouldn't find that decision to be reasonable, no.

13 Q. In your opinion?

14 A. In my opinion.

15 MR. BERTELE: No more questions.

16 MR. MASON: Your Honor, move to admit Exhibit 10
17 that was held in abeyance during this questioning,
18 Defendant's Exhibit 10.

19 MR. BERTELE: I just want to make sure I'm agreeing
20 to what he's asking for.

21 Yes.

22 THE COURT: Marked it into evidence, please, ma'am.

23 (Defendant's Exh. 10, Mr. Arrington's survey, is
24 received in evidence.)

25 THE COURT: Redirect.

1 Q. Okay. And did you purchase it?

2 A. We did. We negotiated with the bank. And someone
3 said earlier I never looked at the property. I've actually
4 been on the property many times and negotiated the deal with
5 the bank and bought it.

6 Q. And then did you survey it before you bought it?

7 A. No.

8 Q. Did you use an attorney to close on it?

9 A. I did.

10 Q. And what was the plan for the lot?

11 A. To build a home for my daughter.

12 Q. Okay. Was a plan designed for the home?

13 A. Not when we bought the lot. After we bought the
14 lot, we designed the home.

15 Q. Okay. And who was going to build the home?

16 A. Garnet Construction Company, Mark Strong.

17 Q. And have you worked with Mr. Strong before?

18 A. Yes.

19 Q. How many homes have you built, approximately, either
20 for yourself or for your development companies, ballpark?

21 A. Probably a hundred.

22 Q. So describe this process for me in the context of
23 when an issue came up with the boundary.

24 A. Well, we did -- typically what you do, we did -- to
25 get a building permit, you have to submit a site plan. And

1 we submitted a site plan. And then you do what's called a
2 staking plan, which means that you actually then do a
3 clearing and stake 5-foot outside the boundary of the house.
4 You are allowed 5 feet. And that's basically where you are
5 going to start building the building pad and so forth.

6 Q. When that process began, what happened?

7 A. Well, when Cleve Gillette's firm came out to
8 basically do the site plan and put the house on it, he
9 basically did the equivalent of a full survey. When we go to
10 finish the house, we need to survey anyhow. So he performed
11 a survey at that time.

12 Q. And what did you learn at that time?

13 A. We found that Mrs. Blank's house was some 5 foot
14 encroaching on to our property.

15 Q. So what were your mindset to try to deal with that
16 situation at that time?

17 A. Well, having been in construction and business for
18 40-something years, you know, I do what I can to avoid any
19 type of litigation and confrontation. And being retired and
20 so forth, my theory was that what it cost us to go through
21 all this litigation and get here today, it would have been
22 way far better for us to settle, which we tried on several
23 occasions, to give her land and do whatever we could to not
24 be here today.

25 Q. Did you take steps to determine what the true and

1 accurate boundaries of Lot 12 were?

2 A. Yes. In other words, when Cleve Gillette came up
3 with his findings, we didn't leave it at that. We actually
4 hired Cleve's firm to go out a second time and have him send
5 different surveyors out in the field a second time, and asked
6 them to do even more extensive survey to confirm his
7 findings. And he did that.

8 And then when we got into a litigation situation, we
9 felt it would be prudent to have even another certified
10 independent surveyor to go do a very prudent and methodical
11 examination of the survey.

12 Q. And you believe that was done?

13 A. In both cases, yes.

14 Q. Okay. And so when the dispute arose and you had to
15 begin construction of the home, was there an adverse claim to
16 a portion of Lot 12? Did you avoid working in that area for
17 a while in some way?

18 A. Well, Mrs. Branch made our life pretty miserable.
19 So she would get out in the yard and actually scream at our
20 subcontractors, and was very indignant.

21 MR. BERTELE: Objection. Hearsay.

22 THE COURT: Hold on a second. You want to be heard?

23 MR. MASON: I was going to ask if he personally saw
24 it. And I don't think he was getting ready to say what was
25 said.

R 480

1 Q. But did you see that occur?

2 A. No, but I had subs leaving the job. They would
3 leave because they said they couldn't deal with it, so ...

4 Q. When you began working on the property, did you
5 position the house that you were building in a certain way to
6 deal with the fact that there was these boundary issues going
7 on?

8 A. Sure. We moved it all the way to the left, which
9 was fine. We had -- there's a 25-foot power line easement
10 over there. So you can build exactly up to an easement. You
11 don't have to have a setback off of an easement. So we moved
12 it to the easement. That left us plenty of land to build a
13 house and even have a big turning driveway. And we were
14 still left some 25, 30 feet off the property line.

15 Q. Did you locate the home as far away from Lot 11 as
16 you could under the circumstances?

17 A. Yes. We moved it all the way to the power line
18 easement, yes.

19 Q. And did construction at the house proceed?

20 A. Yes.

21 Q. And did you try to be courteous in being a neighbor,
22 new house being constructed with someone living next-door?

23 A. Not me personally. I wasn't the contractor. But
24 people, Mark Strong is very -- he's very good about that. He
25 made every effort, yes.

R 481

1 Q. Was that your instruction?

2 A. Yes, absolutely.

3 Q. Okay. So as this was proceeding, did there come a
4 point in time where you decided to sell the property as
5 opposed to --

6 A. Well, the house was dried in. We were in the
7 process of Sheetrocking and so forth. And it was a house
8 that we designed for our daughter and our three
9 grandchildren. And with the ongoing battles, if you will,
10 with Mrs. Blank and the confrontations and what was going on
11 day-to-day, my daughter, very upset state, got with us and
12 talked about it. And my wife and I decided that we didn't
13 want to put our daughter and grandchildren in this
14 adversarial situation. So we decided to sell the house.

15 Q. So when you decided to sell the house, did you list
16 it or put up a sign or something like that?

17 A. We put up many signs.

18 Q. And did you then go through a marketing process?

19 A. It was a MLS, yes.

20 Q. What happened during that process?

21 A. Well, we had several buyers that wanted to buy the
22 house. And they got attuned to what was going on next-door
23 and decided to not buy the house. But the Patricks came
24 along. And they liked the property. And they also wanted
25 the same school district issues. It was attractive to them

R 482

1 from a school district issue. And they decided that they
2 would buy the house.

3 Q. So did you enter into a contract to sell the house
4 on Lot 12 to the Patricks?

5 A. We did, yeah.

6 Q. And did it include the entirety of Lot 12?

7 A. It did.

8 Q. And as the closing approached, were you served with
9 a lawsuit?

10 A. Well, we had actually brought a lawsuit prior to
11 that, to try to clear up the boundary issue, because we
12 didn't want to leave that out there hanging, if we could
13 but --

14 Q. Let me stop you and ask you about that.

15 A. We wanted the house moved, basically.

16 MR. BERTELE: I'm sorry, sir. I didn't hear what
17 you said.

18 THE WITNESS: We wanted the house moved off our
19 property.

20 Q. This lawsuit you are referring to, the complaint
21 that's marked Plaintiff's Exhibit No. 9 that has a date stamp
22 of May 27th, 2015 --

23 A. Okay.

24 Q. Let me ask you about that. Can you read paragraph 7
25 into the record and explain what you were trying to do.

1 A. That the Plaintiff has attempted to resolve this
2 matter without the Court's assistance by offering to move the
3 property line and give the Defendant additional land so the
4 Defendant's house would be -- would not be encroaching into
5 the Plaintiff's property. The Plaintiff did not seek any
6 monetary compensation or concessions from the Defendant with
7 this offer.

8 Read the next one?

9 Q. If it's pertinent to your answer.

10 A. The Defendant rejected this offer and wanted
11 monetary compensation and other concessions from the
12 Plaintiff. By the Plaintiff agreeing to move the property
13 line and give her additional property, the Defendant was
14 being unreasonable.

15 Q. I'm going to hand you what's been marked as
16 Plaintiff's Exhibit No. 3. Did you have a drawing done to
17 depict what land you were referring to give Ms. Blank?

18 A. Yeah. This was an exhibit, so to speak. At first
19 it was an exhibit.

20 Q. Okay.

21 A. Basically, with a 5-foot setback, what we agreed to
22 do -- what we were trying to do was to give her enough land
23 so that we would go 5 feet off her house and back to the back
24 property corner, basically, making her house compliant with
25 the 5-foot setback. And we offered to do this at no cost.

R 484

1 We just wanted this thing to not be a litigated issue.

2 Q. Was that without regard to the fact of whether you
3 were right or she was right about the boundary, that was
4 just, here, take this land and solving the problem?

5 A. Well, that's why we are here today. I think it's
6 easier to say, look, if there's a compromise to be had, let's
7 make it and move on with our lives. And that's what we
8 attempted to do.

9 Q. Okay. And then do you recall going to court in the
10 2015 case?

11 A. Yes.

12 Q. Go to the other exhibit. What was the judgment you
13 were seeking in the 2015 case?

14 MR. BERTELE: Excuse me, Counsel. What is the
15 witness referring to?

16 MR. MASON: I'm asking about Exhibit No. 9.

17 MR. BERTELE: Is it Plaintiff's 9?

18 MR. MASON: Yeah, Plaintiff's No. 9. I'm asking
19 about 9.

20 THE WITNESS: Oh. For an order this Court requiring
21 the Defendant to move her house off the Plaintiff's
22 property.

23 Q. Okay. And was there a court date set for that
24 relief you were seeking?

25 A. I'm sure there was, yes.

12485

1 Q. So at some point in time, did you make a decision
2 about whether or not you were going to proceed with the
3 request for the relief of Ms. Blank having to move her house?

4 A. Yes.

5 Q. And what was that decision?

6 A. It was based on a discussion with our attorney, but
7 it was to dismiss the case.

8 Q. Okay.

9 A. About having to move the house.

10 Q. Okay. And did you ever intend to ask at any other
11 point in time that Ms. Blank move her house?

12 A. No.

13 Q. And in response to the lawsuit she brought against
14 you, is that -- that's not anything you are seeking in this
15 case; is that correct?

16 A. I am not, no.

17 Q. And it looks like from Plaintiff's Exhibit 10, that
18 she -- Michele Blank sued Patricia A. Timmons, trustee of the
19 Gordon Timmons Exempt Family Trust on or about July 10th,
20 2015, in this case. Hold on. I might have the wrong
21 exhibit. I'm sorry.

22 So when you got sued in this case, Mr. Timmons, was
23 this case pending at the time that the Patricks entered into
24 a contract with you to purchase the property?

25 A. It was filed when?

R486

1 Q. 2000 -- I think it was 2015 case. No, it's 2016
2 case.

3 A. What was the date?

4 Q. I don't have it. Let me ask you this question. Do
5 you recall there being a lis pendens filed against your
6 property in this case and having to go before Judge Cooper in
7 respect to that?

8 A. Yes. Actually, the Patricks had sold their house
9 that they were living in. And they had to move. And we had
10 a define drop-dead closing date of September the 19th or
11 something like that. And if we didn't close then, the deal
12 was dead. And then we get served with a lis pendens, which
13 basically said you can't close, you know, you have to deal
14 with this.

15 Q. So in dealing with the lis pendens, did you go into
16 court before Judge Cooper and request that the Court isolate
17 the area in dispute so that what you could sell to the
18 Patricks would be the area that wasn't in dispute?

19 A. That's correct. Our position was that, even if she
20 was correct and we were wrong, but we didn't believe that to
21 be the case, that the only part of Lot 12 that could be
22 relevant would be the disputed part. So we could subdivide
23 the disputed part, temporarily put it to the side, and let
24 the Patricks move the house and so forth.

25 Q. Do you recall there being an order issued --

2487

1 A. Yes.

2 Q. -- that allowed the isolated area to be segregated?

3 A. Yes.

4 Q. And the lis pendens amended?

5 A. Yes.

6 Q. And based on that permission, did you proceed to
7 isolate that area and not sell it to the Patricks?

8 A. We isolated. We put it silt fence. And, basically,
9 we sold it without the Patricks owning it, correct.

10 Q. Did you have to reduce the sales price of Lot 12
11 with the house on it so that the Patricks would accept it
12 without the disputed area?

13 MR. BERTELE: Objection.

14 MR. MASON: Tell me what happened.

15 THE COURT: Hold on a second. What?

16 MR. BERTELE: The question requests him to, in his
17 answer, provide hearsay, in other words, what did the
18 Patricks agree to?

19 THE WITNESS: I have the document right here, if you
20 want to see it. It's on top of my folder right here. That's
21 the legal document, so ...

22 BY MR. MASON:

23 Q. So did you have a contract with the Patricks?

24 A. Yes.

25 Q. And did it have a purchase price?

1 A. The original purchase price?

2 Q. Yes, original purchase price.

3 A. Yes, plus extras and so forth, yes.

4 Q. Did you discount the purchase price to take into
5 account that you weren't going to be able to sell them the
6 disputed portion of the property?

7 A. Yes.

8 Q. How much did you discount the purchase price?

9 A. This was like a couple of days prior to closing, the
10 agreed price to be set aside, if you will, was \$15,000.

11 Q. And so at the closing, did you receive -- did you
12 not receive \$15,000 that you otherwise would have received
13 had you been able to sell Lot 12?

14 A. Purchase price was reduced by \$15,000 at closing,
15 yes.

16 Q. And is that the amount of your claim based upon the
17 claims against Ms. Blank, based upon the idea that she filed
18 a lis pendens against your property that prevented that sale?

19 A. Yes, because as part of our agreement with the
20 Patricks, once this litigation was over, they agreed to buy
21 that property for 15,000. So either way, it's worth 15,000.

22 Q. Now, I want to show you some pictures. Let me ask
23 you first. Being a developer and someone who's built many,
24 many homes, were you cognizant of drainage issues while
25 executing this project?

Q489

1 A. I'm very cognizant of drainage issues.

2 MR. BERTELE: Your Honor, I'm going to object. This
3 is outside the scope of what Mr. Mason has provided in
4 answers to interrogatories. I can show you the answer.
5 According to his answer, Mr. Timmons's testimony would be
6 related to the transaction involving the Patricks and --

7 MR. MASON: That's not what it says, Your Honor.

8 MR. BERTELE: Answer to -- interrogatories, identify
9 by name and address all persons known to the Defendant or
10 counsel to be witnesses concerning the facts set forth in the
11 answer to amend the complaint and counterclaim. Answer is
12 Gordon H. Timmons, Patricia Timmons, Mr. and Mrs. Timmons
13 will testify Blanks -- Ms. Blank's home encroaches on Lot 12.

14 They also list the Patricks as witnesses to testify
15 about the delay of the closing. There's no mention of any
16 drainage with respect to Mr. Timmons's testimony.

17 THE COURT: Anything else?

18 MR. MASON: Yes, Your Honor. The drainage report
19 wasn't provided until the morning of trial. And this is the
20 Defendant who was involved in building this home. And the
21 encroachment that -- she's saying that the encroachment --
22 that the construction is causing her damage. And that's part
23 and parcel of this encroachment issue that's before the
24 Court.

25 MR. BERTELE: Well, the encroachment is the

2490

1 stormwater, Judge. There already has been testimony that the
2 driveway was cut to eliminate any portion that was
3 encroaching on her property. There's no testimony that the
4 driveway that Mr. Timmons constructed is encroaching on Ms.
5 Timmons's property now. So he's entitled to testify about
6 the driveway. But as far as drainage, that's a different
7 issue.

8 THE COURT: Trespassing?

9 MR. BERTELE: I'm sorry.

10 THE COURT: Aren't you claiming a trespass?

11 MR. BERTELE: Judge, yes. The complaint, when it
12 was filed, alleged that a portion of the driveway encroached
13 upon the Plaintiff's property. Since the complaint was
14 filed, the encroaching portion was removed and --

15 THE COURT: But aren't you claiming a trespass by
16 what you claim they are casting on to your client's
17 property.

18 MR. BERTELE: We characterize it as a nuisance.

19 THE COURT: Anything else?

20 MR. MASON: Yes, Your Honor, still pertains to
21 encroachment. And I think it's within the scope of this
22 witness to respond to the allegations against him.

23 THE COURT: Objection is overruled. You may
24 proceed.

25 MR. MASON: Thank you.

12491

1 BY MR. MASON:

2 Q. Mr. Timmons, are you familiar with this construction
3 that took place on Lot 12?

4 A. I am.

5 Q. Let me show you what's been marked as Plaintiff --

6 MR. BERTELE: Excuse me, Judge. I'm preserving my
7 objection to anything he's going to say.

8 THE COURT: Well --

9 MR. MASON: I'm sorry, Your Honor. I didn't mean to
10 interrupt you.

11 THE COURT: I never know how to answer that, because
12 I've seen appellate courts who say that the issue is not
13 preserved and I've seen them say the issue is preserved. And
14 I can't tell between the two for the record. Now, I am not
15 faulting those folks. I've sat with them a good many times
16 and they have a really tough job. But I get real uneasy
17 sitting here telling somebody you are protected or not.
18 protected, because that's not my job. So if you feel the
19 need to object, you object. But I note that you objected to
20 him testifying about anything beyond that you said a moment
21 ago.

22 MR. BERTELE: Yes, sir. Thank you.

23 BY MR. MASON:

24 Q. Mr. Timmons, I show you what's been marked as
25 Plaintiff's Exhibit 4J. Looking at that picture, does it

12492

1 depict anything to you that shows about the alleged
2 encroachment or drainage or whatever issue?

3 A. Yes, it does.

4 Q. What does it show?

5 A. If you look at the trailer and the way it's tilted,
6 the earth from her house is sloped towards Lot 12. And in
7 the furthest extreme, you will see some silt fence to the
8 left of the trailer over there. And between the silt fence
9 and the trailer is actually a little slough. And the water
10 actually, instead of going up to her house, you can say it
11 would have to go up hill to get to her house. And water
12 would prefer to go downhill. So it would go through the
13 little slough through the woods.

14 Q. I show you what's been marked as Plaintiff's Exhibit
15 4E. What does this show?

16 A. That shows the front yard of the house that we were
17 building, Lot 12.

18 Q. And which way is the driveway sloped?

19 A. It's sloping towards Lot 12.

20 Q. Do you know how the water was handled on Lot 12,
21 like where it was directed?

22 A. Well, when we weren't allowed to basically go over
23 on our property, which she says is her property, to do any
24 additional swales or anything, we poured the driveway to
25 bring the water into the front yard. And along with grass,

1 which is in absorbent, grass is actually a good thing when
2 water gets to it, we drained across the front yard and across
3 the front of the property to the other side of the house to
4 try to alleviate any water that was hitting the driveway.

5 Q. And that's Lot 12 you are referring to?

6 A. That's correct.

7 Q. Let me show you what's been marked as Plaintiff's
8 Exhibit 4K. You just described wanting to install a swale on
9 your own property on the side between Lot 12 and Lot 11?

10 A. On our property.

11 Q. On your own property. Can you describe that a
12 little further in reference to the exhibit?

13 A. Well, typically, you come off the driveway and you
14 would put in a swale and it would go down our property line
15 towards -- about beyond that red truck, the property drops
16 off pretty significantly. And water goes off that way.

17 Q. And was permission sought for Ms. Blank to build a
18 swale on your own property?

19 A. Mark Strong had asked, yes.

20 Q. I'm sorry, sir. I didn't hear your answer.

21 A. Mark Strong, the builder, inquired about doing it.

22 Q. Were you able to obtain permission to put that swale
23 in?

24 A. No.

25 Q. Was one of the things that you wanted to do was take

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1 out some trees at the back of the driveway?

2 A. Yes. You would have to -- you need to take out a
3 few trees, yes.

4 Q. All right. And were you able to get permission from
5 Ms. Blank to take out a few trees back there?

6 A. She would not allow it, no. So we spent money
7 elsewhere to try to alleviate the problem.

8 Q. I'm showing you Plaintiff's Exhibit No. 3. Using
9 Plaintiff's Exhibit No. 3, can you address the alleged
10 drainage encroachment issue that's been raised by the
11 Plaintiff?

12 A. I don't understand the question.

13 Q. Right. Where is the house you built on Lot 12 in
14 relation to the house that's built on Lot 11? Are they right
15 side-by-side next to each other?

16 A. No. Actually, you will notice it says "proposed
17 house". That's not the house that we built at all. They
18 ended up being 40-something houses ended up being 40 feet
19 apart.

20 Q. So is the lot you built -- the house you built on
21 Lot 12 much further back on the lot than the lot on Lot 11 --
22 than the house on Lot 11 sits?

23 A. Yes. The house on Lot 12 actually is 50 percent
24 deeper than Mrs. Blank's house. So only half of the house is
25 probably parallel with her.

12495

1 Q. And why is that significant?

2 A. Well, her claim is that the water is coming off our
3 roof hitting the driveway. And if you notice where the
4 driveway is on the plat, the driveway is actually -- where it
5 comes out of the garage is already passed her house.

6 Q. All right. And is that somewhat visible on Exhibit
7 P-4K, the relationship of the house you built to where her
8 house is?

9 A. Yes.

10 Q. Okay. And so --

11 A. There's a plat that shows exactly where.

12 Q. Shows the relationship of the houses to one another?

13 A. Yes.

14 Q. And they are not side-by-side; is that correct?

15 A. No. Lot 12 is the lot -- house is lot deeper than
16 the house on the Lot 11.

17 Q. And what about the situation up by the road, what is
18 taking place up by the road?

19 A. In this picture?

20 Q. Well, no, just in front of Lots 11 and 12, in
21 general?

22 A. Well, starting around Lot 11, the right-of-way,
23 subdivision right-of-way kind of becomes kidney shaped and
24 becomes extremely wide. And as a matter of fact, where you
25 see that water standing in those trees right there, those are

R496

1 actually in the right-of-way. Those aren't on my property
2 and they aren't on Mrs. Blank's property. They are in the
3 right-of-way.

4 Q. When you say right-of-way, you are talking about the
5 first number of feet from the paved road?

6 A. On all the plats, they show the road right-of-way,
7 which is the pavement plus additional property. And those
8 trees and that little bit of water right there is actually in
9 the right-of-way and not on either one of our properties.

10 MR. BERTELE: Excuse me, Counsel. What exhibit were
11 you referring to there, please?

12 MR. MASON: It's 4K.

13 MR. BERTELE: Thank you.

14 BY MR. MASON:

15 Q. So in the hiring of the surveyors that you engaged,
16 what was your instructions to them?

17 A. The instructions?

18 Q. That you gave them, yes.

19 A. To give me a further extensive survey of Lot 12,
20 confirm -- Gillette actually went out there to do the
21 original site plan and the original survey. So when this
22 came up, we asked him to send people back in the field,
23 separate people, and to redo the entire survey, go up the
24 street. And they redid everything at great expense.
25 Typically, the surveyor would have been about \$400. Ended up

R497

1 being about \$2,800 for him to go way up the street and
2 confirm it. And then we hired Arrington, once it looked like
3 it was going to go to litigation, with just an open
4 checkbook, so to speak, said, just go out there and give me a
5 survey on Lot 12, but I want you to go as far as you need to
6 go to make sure you confirm what we got. And his was around
7 another \$2,500. And I asked Rob Arrington to do the work
8 himself, so ...

9 Q. Now, did you retain Mr. Gillette to follow the
10 proper procedure to isolate the disputed area with the
11 County?

12 A. You mean the final documents that we sent in?

13 Q. Yes.

14 A. Yes.

15 Q. And why did you do that?

16 A. So we could close on the property with the Patricks.

17 Q. And did you also do that so that that property would
18 be available for you either to retain, if it's determined you
19 are right about the boundary, or convey to Ms. Blank if you
20 are wrong about the boundary?

21 A. Yeah. It's totally in a dispute, therefore, just
22 had to be isolated.

23 Q. The property in dispute. And was there any secret
24 about that, or was that done in open court, in open
25 proceedings?

R 498

1 A. It was very much open court, yes.

2 Q. Was it done for any malicious purpose?

3 A. No. It was supposed to protect my homebuyers, the
4 ones buying the house, and it was to protect our interest.
5 And quite frankly, if it was ruled otherwise, even protect
6 Mrs. Blank's, you know, interest. So until it could be
7 determined, I think it was a prudent thing to do.

8 Q. And as the Defendant in this case, having been sued
9 by Ms. Blank, do you, having reviewed the surveys and the
10 documents in evidence, still believe that your position is
11 correct?

12 A. I'm absolutely convinced, yes.

13 MR. MASON: Please answer any questions Plaintiff's
14 attorney would have.

15 THE COURT: I think we need to recess to the day.
16 Can you be back here tomorrow?

17 THE WITNESS: Sure.

18 THE COURT: Y'all can be back here tomorrow?

19 MR. BERTELE: Yes, Your Honor, I certainly will.

20 MR. MASON: Yes, Your Honor.

21 THE COURT: Obviously, it's not my preference, but I
22 think that's what we need to do. Court is in recess until
23 9:30 in the morning.

24 MR. BERTELE: Thank you, Your Honor, for your
25 consideration.

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1 THE COURT: No problem.

2 (Whereupon, the trial adjourns for the day.)

3

4 THE COURT: You are still under oath.

5 CROSS-EXAMINATION

6 BY MR. BERTELE:

7 Q. Good morning, Mr. Timmons. When you purchased the
8 Lot 12 at Copahee Subdivision, you purchased it with
9 respect -- your legal description contains the same reference
10 to the plat as contained in Ms. Blank's deed, does it not?

11 A. I can't answer that, but it probably does.

12 Q. Well, if I showed you the deed, would that help you
13 refresh your recollection?

14 A. I don't have a recollection, but I can look at the
15 deed.

16 Q. Okay. Of course. I think this is marked as an
17 exhibit in Plaintiff's Answer, P-10.

18 A. Okay.

19 Q. Yes, sir. So your deed references the subdivision
20 plat at the Copahee View?

21 A. Yes.

22 Q. And there's no reference to any survey that was
23 performed?

24 A. No.

25 Q. Before you purchased it, correct?

1 A. No.

2 Q. And when you bought this property, did you have
3 title insurance?

4 A. Yes.

5 Q. And did you have -- did you obtain a survey at the
6 time in order to obtain title insurance without a survey
7 exception?

8 A. Say that again.

9 Q. Yes. Did you have a survey at the time that you
10 bought the title insurance?

11 A. No.

12 Q. Sorry?

13 A. I said no.

14 Q. So you bought Lot 12 without having an existing
15 survey to review in connection with this boundaries?

16 A. Correct.

17 Q. And you are a developer. You know what that means,
18 that you are taking a risk about boundaries; isn't that true?

19 A. Subject to the plat, right.

20 Q. Subject to the plat?

21 A. The recorded plat.

22 Q. And you didn't insure against that risk at the time
23 you purchased, as you could have done by getting a survey,
24 which you said Mr. Gillette would have charged \$450 for,
25 right?

R501

1 A. I didn't say that.

2 Q. Well, I'm sorry, maybe I misunderstood your
3 testimony.

4 A. There are different types of surveys.

5 Q. Okay. Thank you, sir. All right. So going into
6 this transaction, you kind of assumed the risk of not knowing
7 exactly where your land would be according to the original
8 plat?

9 A. I knew where it was subject to the plat on record,
10 yes, sir.

11 Q. Okay. Thank you.

12 A. Can I add to that?

13 Q. Certainly. At any time, sir, and I mean this --

14 A. One thing --

15 Q. Let me just answer -- respond. Okay? If you want
16 to say something more than you said, please say, I would like
17 to add something.

18 A. I would like to add something.

19 Q. Go ahead.

20 A. Prior to closing, we did compare the GIS boundaries,
21 metes and bounds and boundaries to the plat. And that
22 sufficed for us as far as buying the property.

23 Q. So do I understand you correctly that you went on
24 some kind of county website and looked at what they had?

25 A. It is exactly what's on -- it agrees exactly with

R502

1 the plat, yes, sir.

2 Q. Okay. Do you have a copy of that GIS that you
3 looked at before you bought the lot?

4 A. Yes, sir. We have plenty of pictures. It shows the
5 property line going right to Mrs. Blank's house by GIS.

6 Q. Before you bought the lot, you knew that your
7 property line went through her house?

8 A. No, sir. I'm just telling you we have pictures now
9 that show that.

10 Q. My question was really related to the events that
11 went on before you bought Lot 12 and then immediately
12 thereafter and moving ahead. Okay? Not in some future time
13 when you believe that there was an encroachment.

14 A. The acreages were exactly the same as what's in GIS.
15 That's the main thing you check to see what the acreages
16 were. And if you take out the land that Ms. Blank seems to
17 think belongs to her, which it doesn't, that diminishes our
18 acreage way below what GIS and Charleston County says my
19 acreage is. And those taxes have been paid on that property
20 all those years on the acreage.

21 MR. BERTELE: Objection. I think this beyond my
22 initial question.

23 THE COURT: You told him he can say whatever he
24 wants to say.

25 MR. BERTELE: Judge, with respect to answering the

1 question that I asked. This is not an amendment to his
2 answer. It's new testimony. So I move that his testimony be
3 stricken.

4 THE COURT: Overruled.

5 MR. BERTELE: I will withdraw my offer that he add
6 his answer.

7 THE COURT: If you explain your answer, that's fine.
8 If it goes into something new, that's not fine. Okay?

9 THE WITNESS: Yes, sir.

10 MR. BERTELE: Thank you.

11 BY MR. BERTELE:

12 Q. So, initially, you paid, I think, \$37,200 for this
13 property that Mr. Gillette testified to the other day?

14 A. Yes, sir.

15 Q. And the intent, as you've told us, of that purchase
16 was to build a home for your daughter?

17 A. Yes, sir.

18 Q. Because of her situation?

19 A. Yes, sir.

20 Q. And when did it become apparent to you that she
21 wasn't going to be able to live there?

22 A. We were on the roof --

23 Q. Well, I'm sorry. I don't know what that means.
24 Would you explain "on the roof"?

25 A. The structure was up and there were shingles on the

12504

1 roof.

2 Q. You are talking about the house being constructed?

3 A. Yes, sir.

4 Q. Thank you. Go ahead.

5 A. I need to add to the answer. We were on the roof.

6 That's the answer.

7 Q. Okay. I was asking at what point in time. Okay?

8 Is there a month or a year?

9 A. We were on the roof. I have no idea what the month
10 was.

11 Q. Well, you closed title in 2013; is that correct?

12 A. I don't know. I don't know the dates. You have the
13 deed there. I guess you would know.

14 Q. All right. Well, let me show it to you again.

15 A. It's whatever the deed says.

16 Q. The date of the deed is March 18th, 2013.

17 A. Then, fine, that's when it was.

18 Q. And so after that, when did you determine that your
19 daughter was not going to reside there?

20 A. When it was on the roof.

21 Q. And was that in 2013?

22 A. No, sir.

23 Q. 2014?

24 A. No, sir.

25 Q. 2015?

12505

1 A. I don't know. We were under construction.

2 Q. All right. And so you decided to put this property
3 on the market?

4 A. We decided to sell the house at that point, yes.

5 Q. And so it wasn't about family anymore, it was about
6 the money, maximizing your investment because you were a
7 developer, right?

8 A. Not in that case, no.

9 Q. You mean you were willing to sell this house at a
10 loss?

11 A. I ended up selling the house at a loss.

12 Q. You were trying to make money in the transaction,
13 weren't you?

14 A. When I started the house, I was building it for my
15 daughter. And can I elaborate on that?

16 Q. Well, I asked you whether you put the house on the
17 market to make money. And is that not true?

18 A. We tried to.

19 Q. Okay. You tried?

20 A. Yes.

21 Q. Thank you.

22 A. You didn't let me finish my answer.

23 Q. I apologize. Go ahead.

24 A. We tried -- we had the house listed for more money
25 than what we sold it for. But over and over, the buyers

1 would have confrontations with Mr. Blank and --

2 MR. BERTELE: Objection. Objection. This is
3 hearsay, Judge.

4 THE COURT: That's already in the record. So let's
5 just move on.

6 MR. BERTELE: Well, Judge, I think this should be
7 stricken, because he's talking about something that somebody
8 told him based upon what they say Mrs. Blank told them. It's
9 hearsay.

10 THE COURT: You are asking him a question as to why
11 he didn't do something. He's explained to you why he didn't
12 do it. You are now objecting because it's based on hearsay.
13 It's not offered for the proof of the matter asserted. It's
14 offered to show why the buyers were not going through. The
15 objection is overruled.

16 BY MR. BERTELE:

17 Q. Now, you testified you had a contract with Mr. and
18 Mrs. Patrick?

19 A. Yes.

20 Q. Do you have a copy of that document with you?

21 A. I do not.

22 MR. BERTELE: Because I wasn't given that in
23 discovery, Your Honor.

24 MR. MASON: I think he was, Your Honor.

25 MR. BERTELE: I searched, and I didn't find it. The

1 purpose of the question is he made some representation with
2 respect to the contents of the contract. Mr. Mason has given
3 me a hold harmless agreement, which is not the contract and
4 it's not signed.

5 THE WITNESS: There's another page over there that's
6 signed.

7 MR. MASON: Here you go. It's two pages.

8 MR. BERTELE: That's all right. Understood. We all
9 do that.

10 BY MR. BERTELE:

11 Q. Okay. So you have an agreement which purports to be
12 signed by Mr. and Mrs. Patrick to purchase the 15 -- to
13 purchase from the seller the disputed property for \$15,000 if
14 the Court determines that the seller owns the disputed
15 portion within 30 days of the final order of the Court. Is
16 that what you are referring to yesterday, sir?

17 A. Yes, sir.

18 Q. Okay. I'm sorry. I will show it to you. I don't
19 want to have you not know what I'm talking about. So this is
20 the agreement that you mentioned yesterday with the Patricks
21 to buy the house if the Court rules in your favor.

22 A. This is the document that was signed when we took
23 the \$15,000 reduction in price in the midnight hour of the
24 closing because they were willing to walk away because of
25 this litigation, ongoing litigation.

1 A. I don't think it's 20 miles. I don't think so.

2 Q. So you told us yesterday that you initially hired
3 Mr. Gillette to survey the property based upon a perception
4 that there was an encroachment, correct?

5 A. No.

6 Q. Well, you did hire Mr. Gillette?

7 A. We hired him initially to do a site plan, which
8 we -- when he went out to do the site plan, he found the
9 corner. He had defined the lot. And he did that through the
10 site plan.

11 Q. I'm sorry. I believe that that's what you said
12 yesterday. And then following that, you asked him to do some
13 further work?

14 A. Well, he came right back to us and he said, we have
15 a problem. He said, Mrs. Blank's house is encroaching -- he
16 didn't say Mrs. Blank, but he said, the next-door
17 neighborhood's house is 5 feet onto your property. And I
18 told him, I said, well, that's certainly a big issue, so we
19 need to send another group out there and start from scratch
20 and let's make sure that's the case. And that's when I hired
21 him to do more forensic, if you will, surveying, to figure
22 out what was going on.

23 Q. Okay. And then later on, Mr. Arrington got
24 involved?

25 A. He was asked to do also a forensic survey to figure

12509

1 out the boundaries.

2 Q. And so the work that these gentlemen -- that was the
3 basis upon which you brought this -- or, excuse me, the
4 trust -- I don't mean to ignore the status of your family
5 trust. You are the Gordon Timmons Family Trust, are you not?
6 You are the corpus? It's your property?

7 A. No, it's not my property.

8 Q. Well, you've given it to the trust?

9 A. Yes.

10 Q. I see. Thank you. And your wife is the trustee?

11 A. Yes.

12 Q. Thank you. So I don't need any disrespect to the
13 trust when I address you as being in charge.

14 A. That's fine.

15 Q. But you did oversee the construction, didn't you?

16 A. I had a home builder building the house.

17 Q. Well, you are an experienced developer, aren't you?

18 A. I am.

19 Q. So you kept an eye on what he's doing, I'm sure,
20 since this house was for your daughter?

21 A. Yes.

22 Q. And you were intimately familiar with litigation
23 involving Ms. Blank, the original litigation?

24 A. Yes.

25 Q. And you reviewed the work of the surveying teams

R510

1 giving up your claim to encroachment of the house. Is that
2 the extent of what you believe the dismissal with prejudice
3 is?

4 A. Yes, just the house.

5 Q. So any other activity outside the house, in your
6 view, on your property, according to your surveyors, would
7 result in a trespass?

8 A. I am not the kind of person that would bring a
9 trespass because she was standing in my yard.

10 Q. How about if she built a pool or she had a pet or
11 she had a pen back there or kept chickens?

12 A. If that was on my property, that would be a
13 trespass, yes.

14 Q. So we are not through with the trespass issue as far
15 as you are concerned?

16 A. We just said that we were not going to pursue her
17 encroachment on the property for the footprint of the
18 house.

19 Q. But trespass is still in the cards in your mind as a
20 possible action against Ms. Blank as she steps foot outside
21 that house?

22 A. That's not true.

23 Q. Who directed Mr. Gillette to file the plat that we
24 marked as P-17? Let me show it to you, sir. I don't want
25 you to guess. Here we are. In fact, there's two of them.

R511

1 P-17 is Mr. Gillette's plat of June 3rd, revised June 22nd.

2 A. Yes.

3 Q. My question was, who told him to do this?

4 A. I did.

5 Q. So the plat is dated the 3rd, I guess he started
6 work on it the 3rd. Is that when you told him to do this?

7 A. I don't know when I told him to do it. But the plat
8 is dated the 3rd, so I doubt that when I told him to do
9 that.

10 Q. Probably before?

11 A. Probably before.

12 Q. The 2nd, which is after you came out of the
13 courthouse, you told Mr. Gillette to file the plat?

14 A. I don't know the timing of it.

15 Q. Okay. And --

16 THE WITNESS: Can I elaborate on this, Your Honor?

17 Q. Well, only in so far as -- you've answered. You
18 don't know the timing and you said it was before the 3rd.

19 THE COURT: You can explain your answer. If it
20 explains your answer, you may do it. If not, then, no, sir.

21 THE WITNESS: I don't know what that really -- you
22 are only talking about the timing?

23 Q. Yes.

24 A. It obviously would have been done before the 3rd.

25 Q. Okay. I'm fine. And P-17 has what I will call a

12512

1 curved line on it between the sideline of the house and the
2 property line which is asserted in this plat. It's a curved
3 line, sir.

4 A. Okay.

5 Q. I hope you can understand my description. Do you
6 see that?

7 A. I see it.

8 Q. And that line is supposed to represent what?

9 A. For the reasons you mentioned prior, this is an
10 attempt from us, out of goodwill, to try to establish a
11 situation where --

12 Q. Excuse me, sir. I asked you, what is the curved
13 line? What is it?

14 A. I'm trying to tell you.

15 Q. All right. I apologize. Go ahead, please.

16 A. It represents a curved line of property that we had
17 offered in settlement to give up so that Mrs. -- her house
18 was not encroaching. If we quitclaim deeded her this, her
19 house would no longer be encroaching on this. And we were
20 willing to quitclaim her a little bit of our property so that
21 she would have even have her 5-foot setback, which means that
22 she would be legally, even to the subdivision standards,
23 within the setbacks.

24 Q. That was a proposal, that dotted line?

25 A. No. We were actually told in agreement with you,

1 you actually -- we agreed verbally to do this. And we went
2 to the expense to do this and have Charleston County approve
3 this under the assumption that once we did this, that your
4 client was going to sign and we were going to be done with
5 this litigation. You came back and said that you needed your
6 attorney fees. And that was the gist of it.

7 MR. BERTELE: Objection. Objection, Judge. I ask
8 that all of that be stricken.

9 THE COURT: That's --

10 MR. BERTELE: It's a part of a settlement proposal,
11 Judge. For that reason, it's not appropriate testimony.

12 THE WITNESS: It's in our claim.

13 THE COURT: Hold on. You are asking him about a
14 settlement proposal.

15 MR. BERTELE: Well, I'm asking him about the
16 settlement proposal shown on this. The other document -- may
17 I make a proffer, Judge, with respect to all of this?

18 THE COURT: Sure. You may make a proffer.

19 MR. BERTELE: The purpose of P-17 was his proposal.
20 P-18 related to something else, which I don't want to get
21 into because it was part of the settlement discussion.
22 That's what I want him to talk about, P-17. He's
23 addressed -- he's not addressed P-17, which is what I asked
24 him about.

25 THE WITNESS: This is P-17.

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1 MR. BERTELE: Yes, sir.

2 THE WITNESS: That's what I'm talking about. The
3 curved line that you asked me about --

4 MR. BERTELE: Yes, sir.

5 THE WITNESS: -- was one that we arbitrarily picked
6 in an attempt to have her house not encroaching on us and to
7 give her, at no cost, enough land so that she had a new
8 property line that would even give her a 5-foot setback.
9 That was at no cost to her. And you said no because you
10 wanted your attorney fees.

11 MR. BERTELE: I object to all of that. Honestly.

12 THE COURT: I understand your objection. It's noted
13 on the record. And I --

14 MR. BERTELE: Based upon settlement discussions
15 unrelated to the transaction. Let me see if I can establish
16 the basis.

17 BY MR. BERTELE:

18 Q. So you say all of this happened in June between --
19 all these discussions happened before June 22nd?

20 A. This happened prior to -- these discussions went on
21 prior to us even going to court. It's referenced in our
22 complaint. This is referenced in our complaint, that we were
23 rejected, tried to give you the land at no cost, and you
24 rejected it based on you wanted \$10,000 in attorney's fees.

25 Q. Well, sir, the complaint you filed was in 2015,

2515

1 wasn't it? Wasn't it?

2 A. Excuse me?

3 Q. Yeah. The complaint that you filed against Ms.
4 Blank was in 2015, wasn't it?

5 A. This is the same parcel that we sent you. This is
6 when we actually went and platted. This was actually
7 presented to you. And you turned it down. It's in our
8 complaint. It's what's referenced in our complaint. We
9 offered to give you this land in our complaint.

10 Q. Was I involved in the earlier case, sir?

11 A. Not in the first case.

12 Q. Not in the first case?

13 A. No.

14 Q. And it was in the first case that you made a
15 proposal to Ms. Blank before you started the lawsuit. True?

16 A. We didn't want a lawsuit.

17 Q. Excuse me. You filed a lawsuit. Whether you wanted
18 it or not is not my question.

19 A. We had no choice.

20 Q. Okay. So you filed a lawsuit based upon her refusal
21 to accept that dotted line shown on P-17? Yes?

22 A. Yes. We had no choice.

23 Q. Okay. So the dotted line on P-17 was not new in
24 June of 2016, right?

25 A. No.

2516

1 Q. It was the old line?

2 A. It had been out there for a long time. This is
3 actually when we recorded it.

4 Q. Okay. And so since you had this line in existence
5 already, you took -- you had the surveyors use that as the
6 basis for the plat, right? They didn't do some new dotted
7 line, did they?

8 A. I am not understanding your question.

9 Q. Well, the dotted line that I referenced and you
10 identified as a settlement area, that referred to the
11 settlement in the earlier case, didn't it?

12 A. It's the same area. It's the same exact area.

13 Q. As the earlier case?

14 A. As the original offer.

15 Q. Okay. Thank you. And there was some later
16 discussions after or about the time that you were in contract
17 with the Patricks to resolve the dispute in another way,
18 weren't there?

19 A. The reason this went to Charleston --

20 Q. Excuse me. My question was whether there was some
21 other discussions after you had a contract with the Patricks
22 regarding resolving the dispute in a different way. Isn't
23 that true?

24 A. That's a different document.

25 Q. Okay. Thank you. Thank you. Not P-17?

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1 A. No, that's not.

2 Q. Thank you. So you were offering to settle again
3 with Ms. Blank on the same basis as she refused you
4 originally, right?

5 A. We offered all types of things to Mrs. Blank to go
6 away. And she wouldn't go away.

7 Q. Sir, you were offering -- according to you, you
8 filed -- you had Mr. Gillette file P-17 as your good-natured
9 gesture to induce her to settle? Isn't that what you are
10 telling us?

11 A. No, sir.

12 THE WITNESS: And I need to elaborate on this, Your
13 Honor.

14 THE COURT: Go ahead.

15 A. The reason this document went to Charleston County
16 and got recorded is because you, Mr -- whatever your name is,
17 whatever --

18 Q. I'm Edward Bertele. I'm not Ms. Smith and I'm not
19 one of the lawyers involved in the previous case.

20 A. I'm talking about you.

21 Q. Thank you, sir.

22 A. Mr. Brush actually handled this. Mr. Brush had a
23 conversation with you and you said -- you verbally said,
24 Mrs. Blank will do this. And on your direction, you said,
25 you submit it to Charleston County and you get it approved,

1 and you provide us a quitclaim to review, and we will do it.

2 Two days later, after we went two weeks to get this done --

3 MR. BERTELE: I have to say continuing objection,
4 Judge. It's part of the settlement discussion of what ended
5 up to be this case.

6 A. You asked me why I did this.

7 Q. But you already testified, sir, that that settlement
8 line was offered in the previous case.

9 A. It's been offered many times. We've offered to give
10 her the whole disputed property. And she won't take it.

11 Q. All right.

12 A. I don't understand that, why we are even here.

13 Q. I will move on. So you feel that you had been
14 reasonable throughout this process?

15 A. Beyond reasonable.

16 Q. And you feel that Mrs. Blank has been unreasonable?

17 A. Totally unreasonable.

18 Q. Well, she has a survey that shows where her property
19 corners are and she believes -- don't you feel that she
20 believes that that's her property?

21 A. I can't tell you what she believes.

22 Q. Okay. So you don't have any opinion about what she
23 believes or not?

24 A. I have no idea.

25 Q. But if she felt that that was her property, she

1 would be entitled to defend it, just like you claim you are
2 entitled to defend the right to what you think is your
3 property, aren't you?

4 A. If we have an argument over what we believe is each
5 others, and I'm willing to give her what she thinks is hers
6 and I think is mine, if I'm willing to give her that, why is
7 there even a discussion to go beyond that? I'm willing to
8 say, I don't agree you are right, but I will give it to you.
9 I've tried to do that over and over, but we are here today.

10 Q. Now, you did close with the Patricks, correct?

11 A. Yes.

12 Q. And you resolved any issues with respect to the
13 difference in the price between what they contracted for and
14 what they paid by way of this indemnification letter that we
15 talked about a little while ago?

16 A. Yes.

17 Q. Okay. And that's it, as far as you are concerned,
18 with that contract?

19 A. What contract?

20 Q. The contract that you had with the Patricks.

21 A. I don't understand the question.

22 Q. Okay. You sold them the house?

23 A. Yes.

24 Q. They bought the house and the land. They paid the
25 price, less the \$15,000, which they are going to pay for if

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1 you win this case. True?

2 A. Well, contractually, they are supposed to buy it,
3 yes.

4 Q. Okay. So you've got the benefit of your bargain,
5 don't you? You have the money that you wanted to get for
6 your land if you can prove it's your land?

7 A. Yes. I will get my 15,000, which I was entitled to
8 from the start, yes. But I've been willing to concede that
9 to Mrs. Blank all along.

10 MR. BERTELE: If I could just have two minutes,
11 Judge, I think I can wrap up.

12 THE COURT: Yes, sir.

13 MR. BERTELE: Thank you. I have no more
14 questions.

15 THE COURT: Anything else of the witness?

16 MR. MASON: Yes, Your Honor. Please mark this for
17 me.

18 (Defendant's Exh. 11, Lis Pendens, was marked for
19 identification.)

20 MR. MASON: Your Honor, I would move to admit
21 Defendant's Exhibit 11, which is a copy of the order amending
22 lis pendens signed by Judge Cooper that's been referred to a
23 numbers throughout this trial.

24 THE COURT: Any objection to this?

25 MR. BERTELE: No.

1 THE COURT: Mark it in evidence, please.

2 (Defendant's Exh. 11, Lis Pendens, is received in
3 evidence.)

4 REDIRECT EXAMINATION

5 BY MR. MASON:

6 Q. I show you what's been marked as Exhibit 11. Before
7 you sold the property to the Patricks, did you seek to get
8 the Court's permission to segregate the disputed area?

9 A. Yes.

10 Q. And is that what this document is?

11 A. Yes.

12 Q. And if you turn to the back of it, is there a plat?

13 A. Exhibit A?

14 Q. Yes.

15 A. Yes.

16 MR. MASON: And I ended up using one that had the
17 highlighted area, Your Honor. There's a highlighted area on
18 what should have been the original exhibit. So I need to ask
19 the court reporter if we can put the exhibit sticker on the
20 Exhibit 11 that has the highlighted area.

21 THE COURT: Any objection?

22 MR. BERTELE: No, not at all. I think we already
23 have the highlighted area in P-19, Judge. We had the
24 discussion earlier about the highlighted area.

25 BY MR. MASON:

1 Q. I hand you what's been marked Defendant's Exhibit
2 11. I was asking about plat with the highlighted area. So
3 the question is, when you sold Lot 11 to the Patricks, did
4 you exclude the highlighted area on Exhibit 11?

5 A. Yes.

6 Q. As per Judge Cooper's order?

7 A. Yes.

8 Q. And is the plat that's attached to Judge Cooper's
9 order the plat that Mr. Bertele was asking you about whether
10 it got approved by Charleston County?

11 A. Yes.

12 Q. Okay. So you used a plat that was approved by
13 Charleston County and allowed by the court, is what you
14 recorded, right?

15 A. Yes.

16 Q. Now, in your testimony you said that contractually,
17 the Patricks are supposed to pay you \$15,000 for the disputed
18 area if it's determined that that's your property. Can you
19 explain that any further? Do you have any reason to believe
20 they don't want that property because of the dispute?

21 A. They didn't want the property at the time because of
22 the dispute.

23 Q. What about presently?

24 A. I can't actually attest to whether they do or they
25 don't. Until it's resolved by the courts or whatever, you

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1 know, we don't know.

2 MR. MASON: Okay. Thank you. Your Honor, that's
3 all the questions I have.

4 THE COURT: Recross?

5 MR. BERTELE: Yes, Judge. And I hate to belabor
6 this. I have a duty to be clear on this.

7 THE COURT: Do your job.

8 MR. BERTELE: Thank you, Judge.

9 RECROSS-EXAMINATION

10 BY MR. BERTELE:

11 Q. Okay. Mr. Timmons, I'm not trying to trick you, but
12 the highlighted area on what counsel just showed you, D-11,
13 that's not the same area that's shown on P-17, is it?

14 A. Well, P-17 is actually shown on there also. That
15 same dotted line is shown in that same --

16 Q. Okay. Fine. But --

17 A. They are both shown.

18 Q. But I was asking a little different question. P-17,
19 sir, if you just look at P-17 for a second, I think we can
20 wrap this up. That's right there. Okay? I want to be
21 clear. All right. P-17 doesn't have the outer boundary of
22 the disputed area on it, does it?

23 A. P-17 does not.

24 Q. Okay. P-17, again, is what you offered Ms. Blank
25 earlier and what you say was a renewed offer? That's the

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1 curved line. The disputed area is bigger than the curved
2 line?

3 A. We offered to give the entire piece to Mrs. Blank.

4 Q. But that came later?

5 A. Yeah, to avoid litigation.

6 Q. That's when we went to court. And that's when your
7 surveyor, Mr. Gillette, did the highlighted area. And he
8 presented it to Judge Cooper as a way to get the lis pendens
9 released, right?

10 A. Which is a tortious interference with our
11 contract.

12 Q. Well, I asked you whether we went to court, your
13 counsel brought a motion to have the disputed area released
14 from the lis pendens, right?

15 THE WITNESS: Can I elaborate on this, Your Honor?

16 THE COURT: Try your best to answer his question.

17 THE WITNESS: The Patricks had sold their house.
18 They had already -- movers -- they had to move out of their
19 other house.

20 MR. BERTELE: Judge, this is not really -- I asked
21 him whether his lawyer went to court to have the disputed
22 area released from the lis pendens. That was the question.

23 THE WITNESS: I'm telling you why.

24 Q. I didn't ask why. I asked, didn't your lawyer go to
25 court to have the disputed area released from the lis

1 pendens?

2 A. Yes. No, sir, he didn't. He had the balance of Lot
3 12 to be released from the lis pendens.

4 Q. The disputed area?

5 A. No, sir. We got the balance of Lot 12 released from
6 the lis pendens so we could close with the Patricks. Your
7 question was --

8 Q. You are correct. You are correct. You stated it
9 correctly. The disputed area was reserved -- the rest of the
10 property that was released --

11 A. Was released from the lis pendens.

12 MR. BERTELE: Thank you. You are right. No more
13 questions. But I still renew my objection about about what
14 he said with respect to any settlement, whether that's
15 intended to be reflected on anything at all.

16 THE COURT: Well, if it helps you any -- nevermind.
17 Hopefully I know what's admissible and was not admissible and
18 what's the basis for making a determination and what's not.

19 MR. BERTELE: Well, Judge, if it's appropriate, I
20 will offer to testify with respect to what settlement
21 proposals were and when they occurred.

22 THE COURT: You are asking me to tell you what I
23 think is important for me to rule on?

24 MR. BERTELE: No, Judge.

25 THE COURT: I can't make those calls, Mr. Bertele.

1 THE COURT: Do you know what 5, 6, 7 and 8 is, Mr.
2 Bertele?

3 MR. BERTELE: I have a general idea, but I would
4 like to -- I don't believe I have any objection, Judge, but I
5 just would like --

6 THE COURT: Mr. Timmons, you can step down. Thank
7 you.

8 MR. BERTELE: Defendant's Exhibit 5, no objection.
9 Defendant's 6, I object.

10 THE COURT: What is it?

11 MR. BERTELE: Defendant's 6 is Charleston County GIS
12 aerial survey of the property and lot in issue, which I've
13 argued previously is subject to a disclaimer about accuracy.
14 I can present a copy of their disclaimer. And so it's not
15 relevant, material or probative to anything with respect to
16 the issues, which is the property line, the encroachment, or
17 any other issue that the Court has to decide. I could hand
18 it up, Judge, so you know what I'm speaking about.

19 THE COURT: I understand.

20 MR. BERTELE: Okay. That's the reason for my
21 objection.

22 THE COURT: Let me see the aerial photograph.

23 MR. BERTELE: Yes, Your Honor.

24 THE COURT: Objection to No. 6 is overruled. I am
25 well aware of fact that the lines on the aerial photograph

1 are not official lines. The tax map number is referenced on
2 various documents throughout the exhibits. And, therefore,
3 seems to me to be relevant. Seems to be admissible. 6 is --
4 5 is in evidence without objection. 6 is in evidence.

5 (Defendant's Exh. 5, Franklin site plan, is moved
6 into evidence.)

7 (Defendant's Exh. 6, Aerial photo, is moved into
8 evidence.)

9 MR. BERTELE: 7 and 8, I agree to.

10 THE COURT: 7 and 8 are in without objection.

11 (Defendant's Exh. 7, Complaint, is moved into
12 evidence.)

13 (Defendant's Exh. 8, Map, is moved into evidence.)

14 THE COURT: Anything else from the defense?

15 MR. MASON: No, Your Honor, defense rests.

16 THE COURT: Any reply testimony, Mr. Bertele.

17 MR. BERTELE: Judge, yes. I would like to address
18 the issue of rebuttal. There's two aspects. Let me start
19 with P-8, which was objected to on the basis of
20 authentication. I now have a signed copy by Melissa Griffith
21 that I can offer into evidence with respect to the rainfall
22 information contained on it. May I present it, Judge?

23 THE COURT: Have you seen it?

24 MR. MASON: Can I see it?

25 No objection to the way it's been redacted now, Your

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1 Honor.

2 THE COURT: All right. Mark this in evidence
3 Plaintiff's Exhibit 8A.

4 (Plaintiff's Exh. 8A, Rainfall calculation, is
5 received in evidence.)

6 MR. BERTELE: The original P-8 also had a narrative
7 about Hurricane Matthew which was apprehended to the cover
8 letter signed and certified by Ms. Griffith. And I asked her
9 to present a certification with respect to that as well. I
10 didn't have it this morning as of the time I was leaving.
11 And so I would request that the record be kept open until I
12 can present the certification. It's a similar certification
13 with respect to this Hurricane Matthew narrative, which was
14 attached to the original P-8. It was another basis of
15 objection. I believe Your Honor segregated the document, the
16 three parts, the letter, the rainfall, and then the last two
17 pages which talks about the hurricane.

18 THE COURT: Are you going to keep it out?

19 MR. MASON: Your Honor, I'm okay with it once he
20 gets it certified that it's a hurricane narrative.

21 THE COURT: Okay. All right. We will leave the
22 record open to allow you to get a certified version of the
23 narrative that's part of Plaintiff's Exhibit No. 8 for
24 identification purposes.

25 MR. BERTELE: So that will be -- could we have that

1 identified in advance as P-8B?

2 THE COURT: You've got to tell her what you want
3 marked.

4 MR. BERTELE: Well, I don't have the letter yet
5 which is going to be submitted. I would have to have the
6 original letter, then I can submit it as an additional
7 exhibit.

8 THE COURT: You can mark it for identification P-8B
9 now, the unsigned letter.

10 MR. MASON: I will withdraw my objection. You are
11 right. I wasn't thinking straight.

12 THE COURT: All right. P-8B.

13 (Plaintiff's Exh. 8B, Certified hurricane
14 narrative, is received in evidence.)

15 MR. BERTELE: Subject to certification.

16 THE COURT: No, it's in.

17 MR. BERTELE: Your Honor, I'm just checking the
18 other exhibits to make sure we've covered them all.

19 THE COURT: While you are looking at that, what I
20 was going to say when everything was over here, last thing I
21 want to do is I want to go through and have the court
22 reporter tell me what's in evidence and what's not in
23 evidence. If y'all have already done that, that will
24 expedite your process. But if you haven't, I want to make
25 sure, because I don't want to be considering things that are

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1 not in evidence.

2 MR. BERTELE: Certainly, Your Honor. I do have an
3 application -- I have nothing further to offer. I do have an
4 application, Judge, with respect to the testimony of
5 Mr. Arrington.

6 THE COURT: You have a what?

7 MR. BERTELE: I'm making a motion.

8 THE COURT: All right. What is it?

9 MR. BERTELE: The motion is to strike the portions
10 of his testimony related to his opinion of the work of
11 Mr. Franklin.

12 THE COURT: What else do you need to put on the
13 record?

14 MR. BERTELE: Thank you, Judge.

15 THE COURT: What do you need to put on the record in
16 support of your motion?

17 MR. BERTELE: Yes, Judge, I'm getting the
18 information right at this moment. The basis of the motion is
19 that in the prior case, the first case, Mr. Arrington and
20 other surveyors were listed as fact witnesses by the
21 plaintiff and not named as experts in their answers to
22 interrogatories. And I'm unable to establish that they were
23 ever named as experts. Therefore, they were never deposed
24 with respect to an expert opinion. In this case, in response
25 to my interrogatory to Mr. Mason, he answered the question

1 regarding expert witnesses by referring to the deposition
2 testimony of Mr. Gillette and Mr. Arrington. And the answer
3 was to the effect that they will testify in accordance with
4 their depositions.

5 The depositions were not conducted as if they were
6 going to be used as expert witnesses. They were not asked
7 with respect to the standard of care. And the testimony that
8 he gave exceeded the scope of his deposition, clearly. He
9 was deposed as to the work that he performed in preparing the
10 survey that he testified to here. And as I read the
11 interrogatory answer of Mr. Mason, I believe that he was
12 going to be called to testify as an expert about the work
13 that he did in preparing a survey on the subject property.

14 As far as extending his testimony into criticism of
15 Mr. Franklin, that was never disclosed or provided to me in a
16 way that would leave me to understand that that was going to
17 be the subject of his testimony. And as I reviewed the
18 deposition last night, I realized that he had exceeded the
19 scope of what his testimony was supposed to be as revealed in
20 discovery.

21 THE COURT: Was there a contemporaneous objection?

22 MR. MASON: No, Your Honor. At the time we raised
23 this would have been while he was here testifying, because at
24 that point in time, if the Court had ruled, I would have had
25 perhaps an opportunity to rephrase my question or deal with

1 additional questions. But he was excused as a witness after
2 he completed his testimony. And there was no
3 contemporaneous -- this objection was not made
4 contemporaneously as required by the rules.

5 THE COURT: Anything else?

6 MR. BERTELE: Yes. It's my obligation to make a
7 contemporaneous objection on the basis of what counsel has
8 proffered. And I didn't understand his proffer was of a
9 witness that would exceed the scope of his testimony. And I
10 wasn't certain of the basis of the objection. And that's why
11 I didn't -- I let him testify because I wasn't certain of
12 whether he had exceeded the discovery information provided to
13 me.

14 It's appropriate, I think, to examine his testimony
15 as far as what he said that criticizes Mr. Franklin. And
16 that can be easily excised. He was here to testify about his
17 methodology, which certainly he was asked to do. And with
18 respect to whether the information is or isn't consistent
19 with his deposition, I think that's something for the Court
20 to decide. We would be going through every question. So now
21 we are going to do it without him here.

22 THE COURT: No, we're not, because there wasn't a
23 contemporaneous objection. The time to deal with that is
24 when we have the witness here. I've never, ever had a
25 situation as an attorney or as a judge where I went back

1 afterwards and did what you are proposing to do. So I note
2 your position. And your motion is denied.

3 Anything else in reply?

4 MR. BERTELE: Your Honor, would you allow a
5 continuance for me to bring Mr. Franklin back to rebut?

6 THE COURT: No, sir. When are you proposing to
7 bring him back to rebut?

8 MR. BERTELE: He's not available now.

9 THE COURT: That wasn't my question. My question
10 is, when are you proposing to do this?

11 MR. BERTELE: Well, I would need a continuance to do
12 it. He's not available now.

13 THE COURT: Third time is a charm. When are you
14 proposing to bring him in?

15 MR. BERTELE: I can't answer that right now.

16 THE COURT: I am not granting a continuance. I'm
17 sorry. As a practical matter, it's apparent that these
18 surveyors disagree. Some disagree with others.

19 What else?

20 MR. BERTELE: Nothing, Your Honor. Plaintiff
21 rests.

22 THE COURT: All right. Y'all want to make
23 arguments? Do you want to do it orally? Do you want to
24 submit something? What do you all want to do?

25 MR. BERTELE: My preference, Your Honor, would be to

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

GENERAL WARRANTY DEED

KNOW ALL BY THESE PRESENTS THAT DONALD W. HORTON, hereinafter referred to as the "Grantor", in the State aforesaid, in consideration of the sum of Fifty Thousand Dollars and no/100 (\$50,000.00) Dollars, to Grantor well and truly paid by MICHELE G. BLANK, hereinafter referred as "Grantee", at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release until the said Grantee all of his interest in and to the following:

DESCRIPTION: For a legal description of the premises being conveyed herein, see Exhibit A, attached hereto and incorporated herein by reference.

ASSESSOR'S TAX MAP REFERENCE:

DERIVATION: THIS BEING the same property as conveyed to Donald W. Horton by Deed of Pritchard & Company, Inc. and Harold I. Sherman dated February 17, 2005 and filed simultaneously herewith in the RMC Office for Charleston County, SC.

THIS CONVEYANCE IS MADE SUBJECT TO: All conditions, covenants, easements, restrictions and rights-of-way indicated by instruments, including plats, of record, and to all applicable zoning or other land use regulations or restrictions of any political subdivision in which the subject property is situate.

GRANTEE'S MAILING ADDRESS: For the purposes of this instrument, the Grantees' mailing address is:

170 Revolution Drive
Mt. Pleasant, SC 29464

Together with all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all singular the premises before mentioned unto Grantee, Grantee's heirs and assigns forever.

P-1

R 535

B 11

BK 0 528PG457

And Grantor does hereby bind Grantor and Grantor's heirs and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's heirs and assigns, against Grantor and Grantor's heirs and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

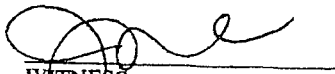
WITNESS the Grantors hand and seal this Twenty Eighth (28th) day of February, in the year of our Lord two thousand five, and in the two hundred twenty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:


WITNESS


DONALD W. HORTON

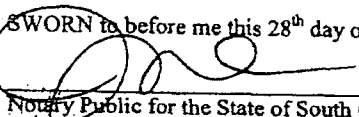

WITNESS

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the above-named Grantors, by and through the above-named agents, personally appeared before me this 28th day of February, 2005 and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 28th day of February 2005.


Notary Public for the State of South Carolina
My Commission Expires: May 23, 2013.



R536

EXHIBIT A

THAT certain lot, piece or parcel of land, situate, lying and being in the Moultrie Middle School District No. 2, in the County of Charleston, State of South Carolina and known and designated as LOT 11, as shown on a plat by Edwin C. Cuffino, RLS, 5768 dated November 1964, and revised April 1976, entitled, "COPAHEE VIEW SUBDIVISION, recorded September 12, 1978, in Plat Book AL, Page 77, in the RMC Office for Charleston County.

THE PROPERTY having such sizes, shapes, metes, bounds and dimensions as are more particularly shown on said plats, which are hereby made a part and parcel of their conveyance.

TMS# 614-09-00-020

Address:

Lot 11 Macoma Drive
Mt. Pleasant, SC 29466

MAGNETIC NORTH

70' DRAINAGE EASEMENT

N 47°08'29" W 221.58' Field

Lot 11
TMS 614-09-00-020

Lot 10
TMS 614-09-00-019

Lot 12
TMS 614-09-00-021

NEW SINGLE
FAMILY
RESIDENCE

NOTE:

THIS LOT IS LOCATED IN FLOOD ZONE 'AE' AS SHOWN ON
MAP NO. 45019C0535J FIRM 11-17-2004. BASE FLOOD
ELEV. 14. NGVD 1929.

REFERENCE:

PLAT BY A.L. GLEN, RLS, DATED NOV 1964, REVISED APR
1976, RECORDED IN RMC OFFICE FOR CHARLESTON
COUNTY IIN PLAT BOOK AL, PAGE 77.

MACOMA ROAD

LEGEND

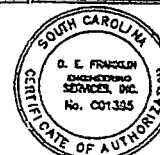
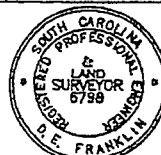
I.O. IRON PIPE OLD (1/2" ST.)
I.N. IRON NEW (1/2" COPPER)



SITE PLAN

LOT 11, BLOCK E, COPAHEE VIEW
MACOMA ROAD
CHARLESTON COUNTY, SC

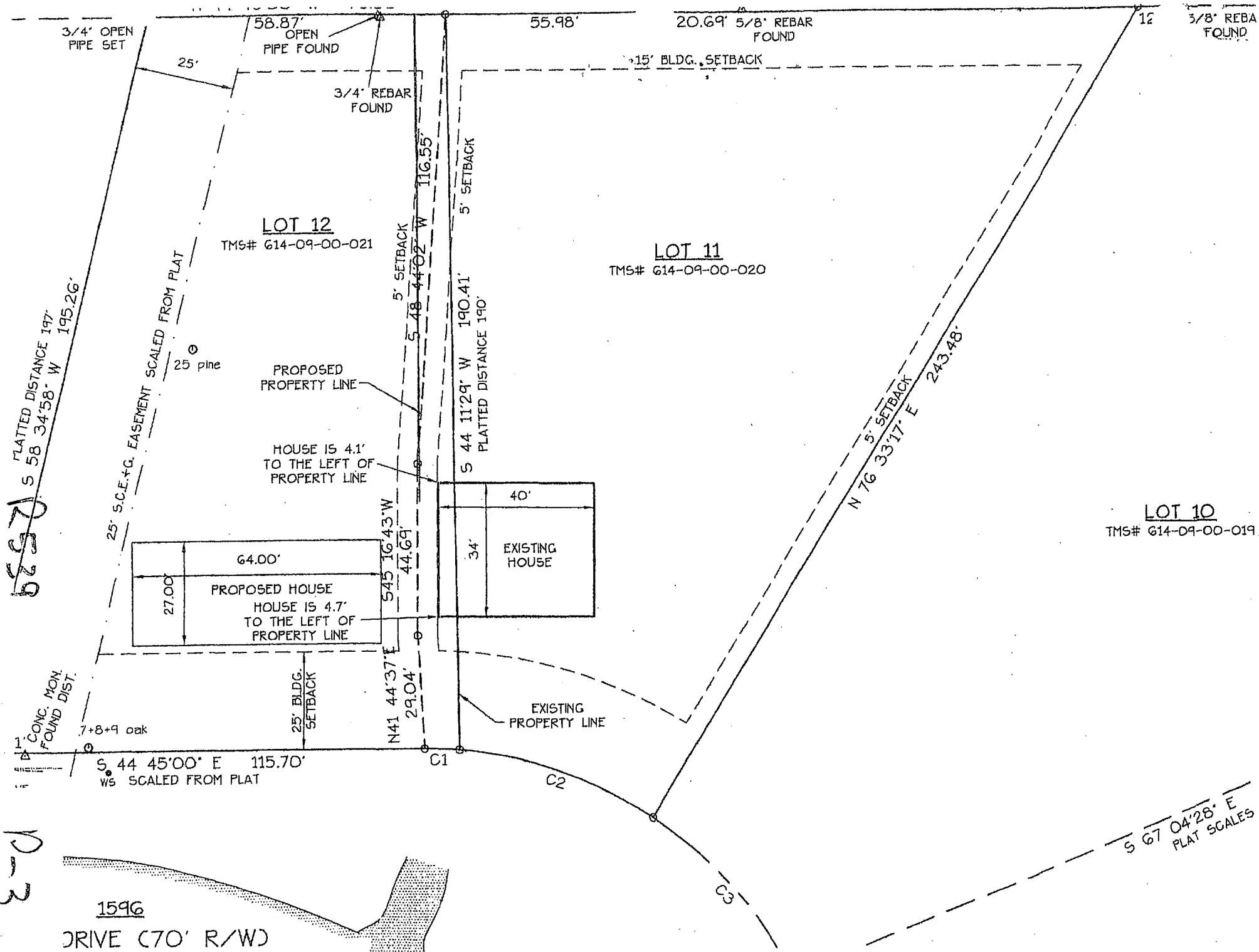
ENGINEERING SERVICES, INC.
P. O. Box 31821
CHARLESTON, SC
843 571 3672

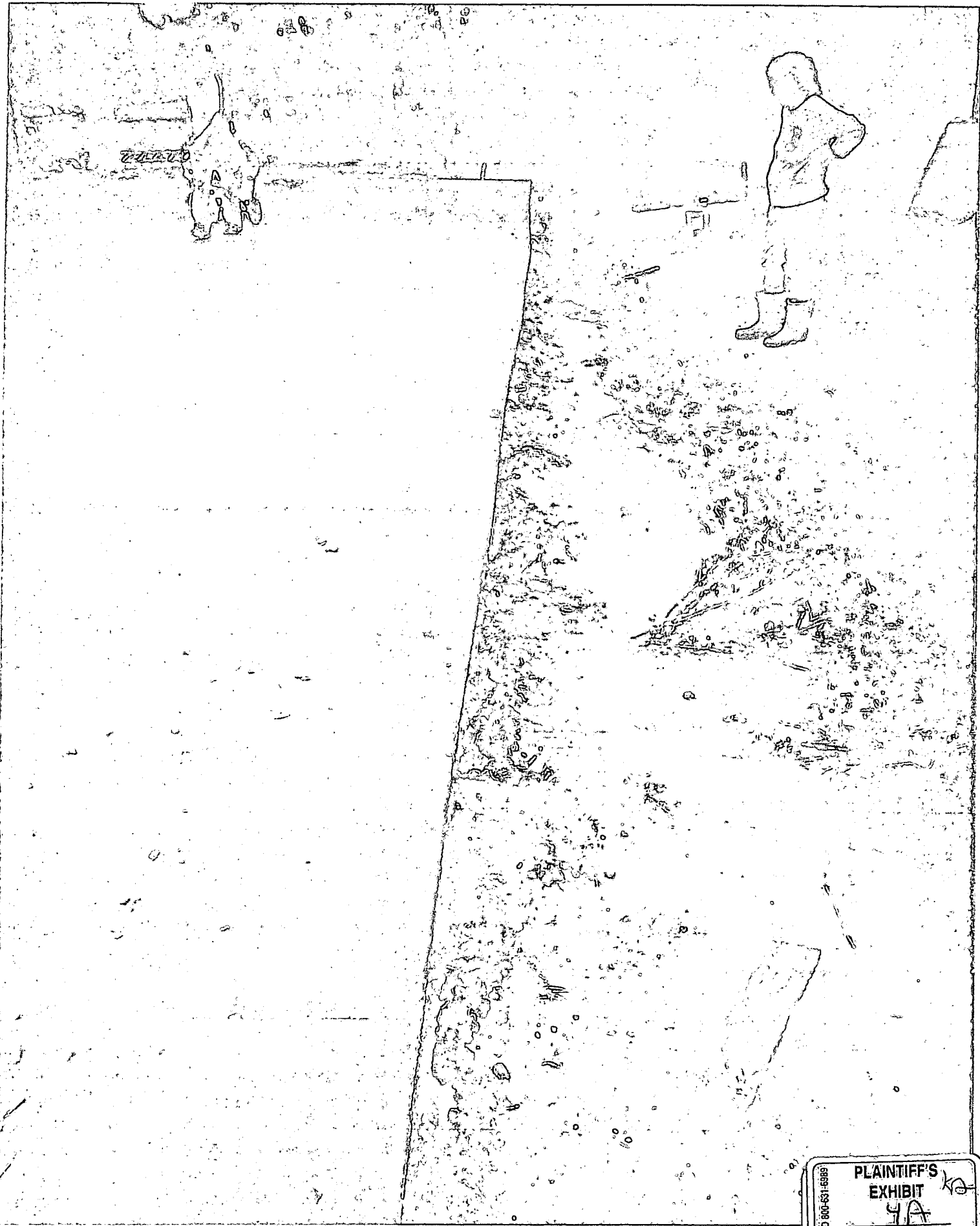


DATE
6/6/05
SCALE-8 1/2X11
1"=40'
SHEET

R538

P-21



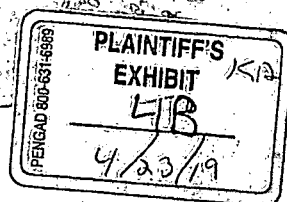


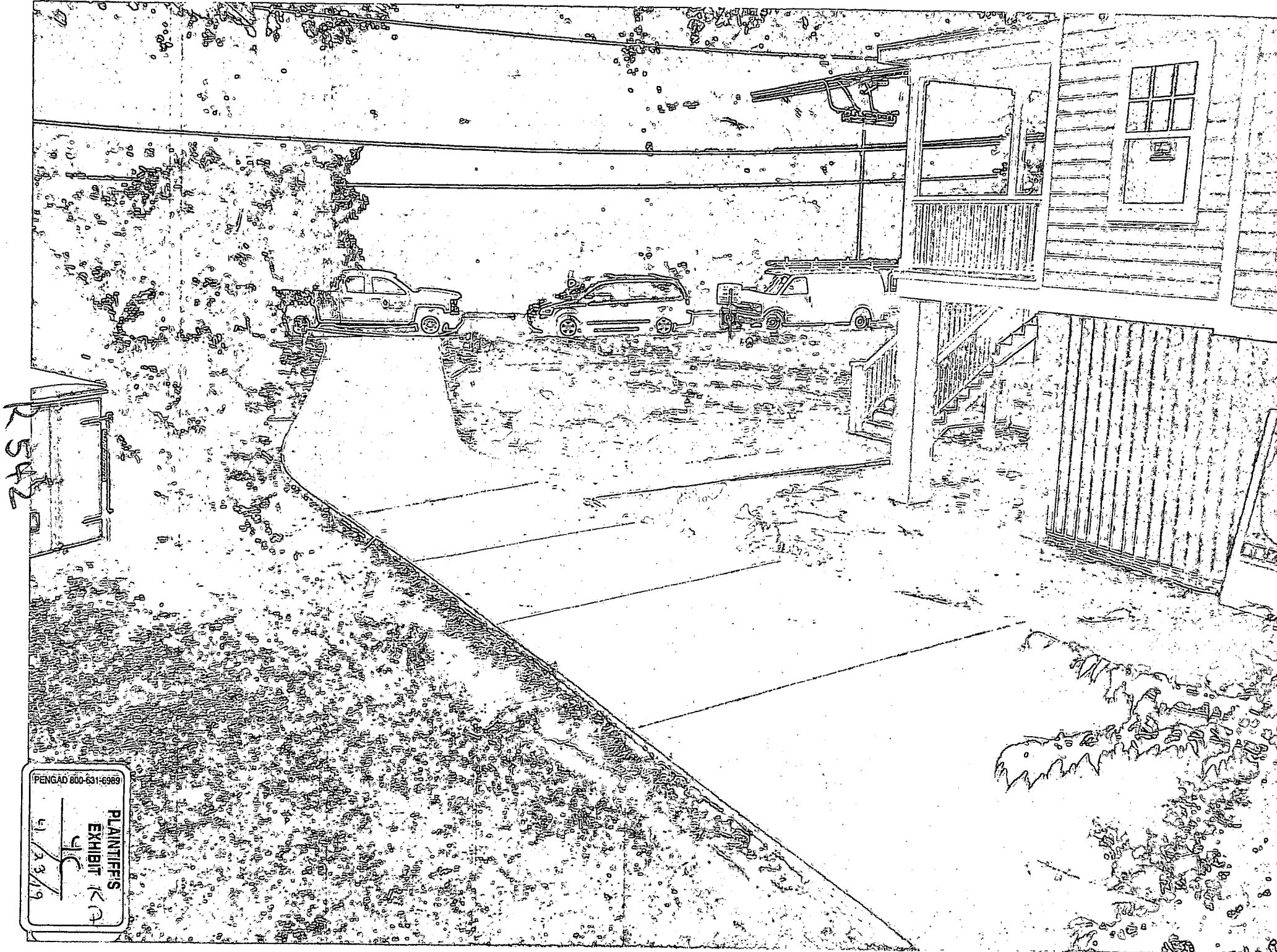
R 540

PENGAD 800-631-6989
PLAINTIFF'S
EXHIBIT
4A
9/23/19



R 541





2542

PENGAD 800-631-6969

PLAINTIFFS
EXHIBIT 1 (A)

4/23/9



R 543

PENGAD 800-631-6999	PLAINTIFF'S
	EXHIBIT <i>KD</i>
	<i>4D</i>
	<i>4/23/19</i>



PLAINTIFF'S
EXHIBIT *KA*
4E
4/23/19

R544

JOHNSON LEVELS TOOL MFG. CO. INC.

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

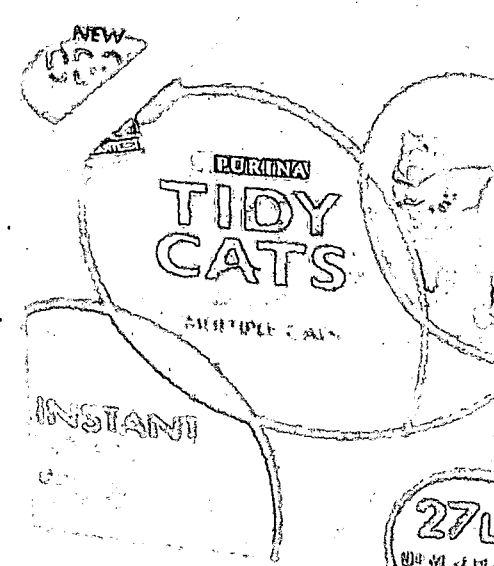
15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

15 14 13 12 11 10 9 8 7 6 5 4 3 2 1



R 545

PLAINTIFF'S
EXHIBIT 152
4F
4/23/9

R5B

PLAINTIFF'S
EXHIBIT 100
46
4/23/19

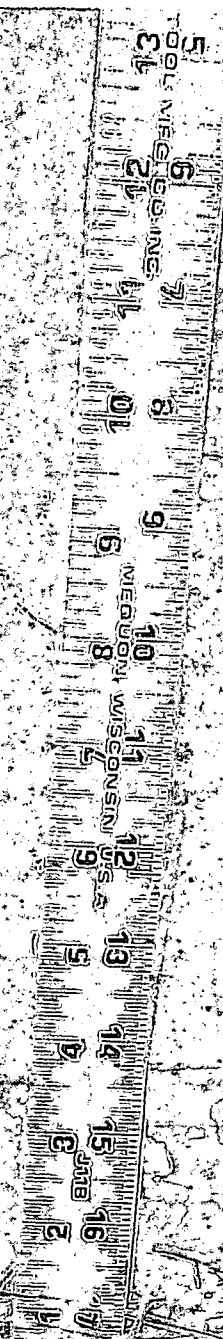
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

RECEIVED
JAN 15 1964
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

MA 029 9-013

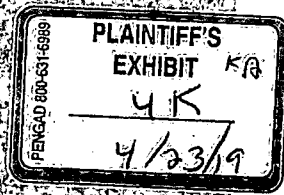


PLAINTIFF'S
EXHIBIT 147
414
4/23/19



R548

PENGAD 800-931-6993
PLAINTIFF'S
EXHIBIT
41
4/23/19



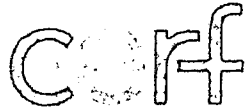
R549

P-4 (K) April 2019



PENGAD 600-631-6883
PLAINTIFF'S
EXHIBIT KA
46
4/23/9

2550



Confidential Application for Assistance

Before filling out this application, please carefully read the Guidelines for Assistance, which describes what CERF+ offers, eligibility requirements, evaluation criteria, the application process, supporting documentation required and loan repayment expectations.

Please type or print: (If you have had to move from your home or studio because of your emergency, please provide permanent and temporary addresses and phone numbers, as well as the expected duration of the move.)

Social Security Number: ~~XXXXXXXXXX~~	
Name: Michele Blank	Business Name: A Work of Art Glass Studio
Street Address: 1600 Macoma Dr.	
City, State: Mt. Pleasant, SC	Zip + 4: 29466-8205
Land Phone (home):	Fax:
Land Phone (work):	E-mail: michele b10@comcast.net
Cell Phone: 843 442 9161	Website: WorkofArtGlassStudio.com
Craft/Media: Stained, fused glass	Legal US Resident? (circle one) <u>YES</u> NO

Assistance Requested (Maximums are potential levels of assistance. Final award is based CERF+ review):

\$ Requested	Maximum	Assistance Program (see Guidelines for eligibility requirements)
✓	\$6,000	Emergency Grant
	\$9,000	Emergency Recovery Loan (Additional documentation required) (already in debt too far)
	\$4,000	Emerging Professional Artist Working in a Craft Discipline Emergency Grant (CERF+ loans and other CERF+ grants are not available to those qualifying for this grant program)

A booth fee waiver for the coming year. Listed below are the shows and dates, in order of preference. Please include address, phone and contact name of each show in the References section of this application.

Craft Show	Date	Accepted? (Y/N/Waitlist)	Exhibited Before?

Emergency Information (please refer to CERF+ Guidelines for Assistance for the recent, career-threatening emergency eligibility requirement):

Describe your emergency in detail. List relevant dates, and submit any documentary materials that will help you support your statements.
hurricane Mathew flooded my entire studio. All boxes, paper goods, Ivan, birch ply, plywood racks, electronic foot switches, packaging materials (glass racks) foam flooring, etc. is being pulled out and either thrown out or if salvagable cleaned + dried. All my framing brass + zinc came lost + bottom 6 inches + needs drying out. I am doing this alone

Describe how this emergency affects your ability to work:

Busy doing cleanup. Just mailed \$500 refund to Coste in Fla. for a large (\$4,000 plus) order which i will not be able to fulfill in time of deadline. Also have 3 other orders incl. Jordan in Marietta that are having to be put off.
 BTJordan@mindspring.com
 B.J. Deilly, Jane Cottrill, Sue Snider, Brad Wood (also)

As of today, how long have you been unable to work at normal capacity because of the emergency:

One week

How much longer do you expect it to be before you are able to work at near normal capacity:

at least 2-3 weeks

Work Information (please refer to CERF+ Guidelines for Assistance for the professional artist eligibility requirements):

Describe your work:

Custom stained glass windows and fine art shows

How many years has being an artist working in a craft discipline been your primary work? 24

Do you spend at least 50% of your work time producing and marketing your art? (circle one)

☒ YES ☐ NO

If "NO," please describe your other work (If a portion of this work time is otherwise art related, please describe it separately from any other work):

Have you earned 50% or more of your income for the past three years from the sales of your art? (circle one)

☒ YES ☐ NO

Are you applying based on the "emerging professional" or "alternative professional" guidelines (found in Eligibility for Assistance section of the Guidelines)? (circle one)

YES-emerging professional YES-alternative professional ☒ NO

Financial Loss Estimates (include value of personal items as well as business items):

Estimated value of items lost or damaged in emergency:

Category	Loss Estimate	Amount Insured
Buildings:		
Equipment & Supplies:	\$ 3,000	0
Inventory (wholesale value):		
Other: loss of ordered work (ability to complete)	\$ 5,000	0

Estimated excess expenses due to emergency:

Category	Loss Estimate	Amount Insured
Medical:		
Rental of space/equipment:		
Other:		

Estimated value of work time (both since emergency and future) lost due to emergency:

Category	Loss Estimate	Amount Insured
Cleanup/loss of work time	5,000	
___ weeks times \$ ___ per week equals	(see above)	
	All Loss Estimates	All Insured Losses
Total all Loss Estimates:	\$ 8,000	0

Financial:

For what will you use the loan and/or grant money?

living expenses, pay bills, replace ruined equipment and supplies

If applying for a loan, how do you expect to repay CERF+?

Please give a description of any other financial support you have, or expect to have, in order to recover from the emergency:

0

Have you ever received assistance through CERF+ in the past? (circle one)

(YES) NO

If "YES," please give date(s) and summary:

a year ago after 1,000 year flood

References:

Please list professional affiliations and memberships:

Organization Name	City, State	Phone	Contact Person
Folly Beach Art Guild	Folly Bch, SC	843 860 8617	Joanna Biondolillo
Carteret County Guild	Morehead City, NC	252 732 4573	Sandy Malone
Waccamaw Art Guild	Myrtle Beach, SC	?	JoAnne Utterback

Please list three galleries that know your work:

Gallery Name	City, State	Phone	Contact Person

Please list three of your suppliers of equipment and materials:

Supplier Name	City, State	Phone	Contact Person
Armstrong Glass	Atlanta, GA	770 919 9924	anyone
Warner Crivellaro	Allentown, PA	800 523 4242	any one
Diamond Tech Crafts	Tampa, FL	800 937 9593	

Please list three craft shows (if any) you have exhibited/will exhibit at this year:

Craft Show	City, State	Phone	Contact Person
Neptune Art Festival	Va. Beach, Va.	Sharon Tanner	757 498 0215
Bluffton Art	Bluffton, SC	Dave Dickson	d3lowco@hargray.com
~~Marina~~ Marietta	Marietta, GA	Carolyn Morris	404 966 8497

d3lowco@hargray.com

Insurance*:

Are you covered by health insurance? (circle one)

YES ☒ NOIf "YES", please describe what coverage your insurance provides, including deductible.
If "NO," please explain why:

OBAMA CARE / Blue Cross Blue Shield basic

Do you have business insurance? (circle one)

YES ☒ NOIf "YES", please describe what coverage (property, liability, other, etc) your insurance provides.
If "NO," please explain why:

Can't get coverage for my glass in SC, or studio

Do you have disability insurance? (circle one)

YES ☒ NO

If "YES", please describe the coverage this insurance provides. If "NO," please explain why:

About CERF+:

How did you originally hear about CERF+? (circle one)

Friend/Another artist

Art/Craft Guild or Organization

Local/County Art/Craft Organization

State Art/Craft Organization

Craft Show Producer

Trade publication

Gallery

Federal Agency

CERF+ website

School

Supplier

Other

Please provide the actual name of the business, organization, etc that originally told you about CERF+:

USED BEFORE, DONT RECALL!

*While CERF+ does not make insurance coverage (health, business, home, studio, rental, disability) a requirement for assistance, we do expect applicants who are not covered to demonstrate that lack of coverage is the result of careful consideration rather than oversight or neglect.

The information in this application and in any accompanying documentation is true, accurate and complete to the best of my/our knowledge and I/we will notify the Craft Emergency Relief Fund of any material changes to such information. Signing authorizes the Craft Emergency Relief Fund to collect information relating to the signers from time to time, including but not limited to, credit reports from credit reporting agencies. If provided with a loan, I understand that I will be expected to repay according to an agreed upon schedule and be required to provide information for an alternative contact (A family member or close friend we can contact if you are unable to respond or we have lost contact with you.).

Signed:

Date:

10/13/2016

If you have any questions or difficulties with the application, please contact CERF+ at (802) 229-2306, or e-mail info@craftemergency.org.

Please complete next page if you are requesting an Emergency Recovery Loan.

November 8, 2016

Michele Blank
1600 Macoma Drive
Mt Pleasant, SC 29466

Dear Michele,

On behalf of the CERF+ Board and staff, and the craft community, I would like to offer you a \$1,185.00 CERF+ Emergency Assistance Grant.

If you would like to accept the grant, please sign the enclosed agreement form and return it to CERF+ at your earliest convenience. We'll send the check as soon as we receive the signed document. As this is a grant, you have no repayment obligation.

We may be able to broker donations of or discounts on goods and services, such as art supplies, tools and equipment, or art career consulting. Let us know if there is anything else that would help in the coming months and we will approach suppliers.

We hope this grant assistance will make a significant difference as you clean up from the flood and resume your glass work.

Best wishes from all of us at CERF+.

Sincerely,



Jenifer Simon, M.A.
Director of Programs

P.S. You may recall that CERF+ also provides interest free loans. If you find a loan would be an appropriate in the coming months, please let me know. It would involve providing some additional information, but not a new application. I can give you an idea of the loan amount you would qualify for in the meantime if you like.

michele blank

From: michele blank <micheleb10@comcast.net>
Sent: Friday, August 19, 2016 12:06 PM
To: 'Marion Coste'
Subject: RE: window measurements

45" total incl
(→ 45 1/2) width frame & reinforcing
OK

57" high finished
100ps = 1/2 → 3/4
57 1/2 - 57 3/4 added
or

56 1/2" high finished
100ps + 1/2 → 3/4
added
57 → 57 1/4

OK, from what I can see, the best way to install would be right up to metal frame. You do not want to weatherstrip it so it can breathe, not get condensation. I use 'bump ons' little plastic stick on knobs designed to protect table tops from scratches. Several placed on back of my metal frame or on the existing metal frame would work, just to keep from rattling.. that will allow the bevels to show but the quarter round would have to be attached to the metal frame. Is that possible?? Having it go to the wood frame will block the bevel border but it can be done that way if necessary... I can get started on it in a week or so, have to finish up current order... I am really looking forward to it! Just to confirm, if you go to the wood I make my piece 46 3/8 x 58 3/8, if to metal it will be a tad smaller??...Thank you, michele

From: Marion Coste [mailto:mcoste688@gmail.com]
Sent: Friday, August 19, 2016 11:00 AM
To: michele blank
Subject: window measurements

glass = 44" x 56 1/4

Hi Michele:

I hope all is well with you. We have the window measurements, and it looks like the installation should be fairly simple. There is a metal frame around the window and a wooden frame around that. The metal frame is 1 1/8" inches deep. That should be enough separation between your art piece and the glass, right? Then, the metal frame has a 1/2" inner border and then a 1/2" outer border. (see window3 photo) which I think will be covered by the beveled border of your piece. I suspect you would have to put something along the metal frame (like weather stripping?) so that the glass doesn't sit right on the metal, and then fasten the glass art piece in with a wood quarter round.

I'm enclosing photos of the window.

Window1 shows you how the window is set over the tub, so we'll have to maneuver around that.

Window2 shows you the window frame and the white metal inset frame.

Window3 shows a corner of the window, clearly showing how the wooden frame and the metal frame come together.

The dimensions of the window are as follows:
width: top 46 1/2". middle 46 3/8" bottom 46 3/8"

length: left 58 1/2" middle 58 5/8" right 58 3/8"

You were right about there being a slight variation in the measurements!

max
max incl
max

I hope I'm clear enough — if not, just ask me. You can always give us a call if you wish: 321 338 7413. We welcome any suggestions you might have about the correct way to mount it. I did ask the window man if he could send someone over when we install it, and he said he could do that if we need him.

Have fun working on this project. We are so looking forward to seeing the final product.

Best regards,
Marion

Frame =
46 3/8
58 3/8

2556
1

glass = 44
x 56 1/4
P → 61

10/11/16
refunded

No.

DATE

6/14/2016

ORDER NO.

NAME

Manon Cook

ADDRESS

6118 Anchor Lane

CITY, STATE, ZIP

Rockledge, FL 32955

SOLD BY

☐ CASH☐ C.O.D.☐ PAID OUT☐ CHARGE☐ MERCHANDISE RETURNED

QUANTITY

DESCRIPTION

PRICE

AMOUNT

heron trophy

clear textured glass

silver finish

double framed w/

bevel border

10/15 deposit paid

500

thank you

6118 Anchor Lane

Rockledge, FL 32955

SIGNATURE

adams
NC2581

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

01-11

couldn't
get it
done by
when they
needed it
due to
flooding



6118 Anchor Lane
Rockledge, FL 32955

R557

P-7th

max. finished width = $45\frac{1}{2}$
 max. finished height = ~~56 1/2~~ $57\frac{3}{4}$
 loops adding $\frac{1}{2}$ $\rightarrow \frac{3}{4}$
 so max w/ loops = ~~57 1/2~~ $57\frac{3}{4}$
 price

designed for
the Costes

\$4,250
as drawn

Silver
finish
double
frame

Max. height
 $55\frac{3}{4}$

© 6/2016 Michele Blank

300 draw
250 heron
230 heron
600 border
120 border
100 border
28 x 20
43 x 20
25 x 20

960
960
21800
3720

double frame 500

R558

$11 = 22\frac{1}{2}$
 $12\frac{1}{2}$
 $12\frac{1}{2}$

$47\frac{1}{2}$ $21\frac{1}{2} \times 2$ 42

P-761

From: Jane Cottrell

Sent: Monday, September 5, 2016 8:30 PM

To: aworkofart@att.net

Subject: Transom glass

Will
Wait
for Art
10/31

flood
Email'd
10/13

Manetta

Hi,

We spoke on Saturday at the art show. We are looking for a piece of glass for our transom window. It will need to be

36" long

9" deep

We loved the clear glass contempo style you showed us but would like a few bits of violet/blue shade. Let me know what you think!

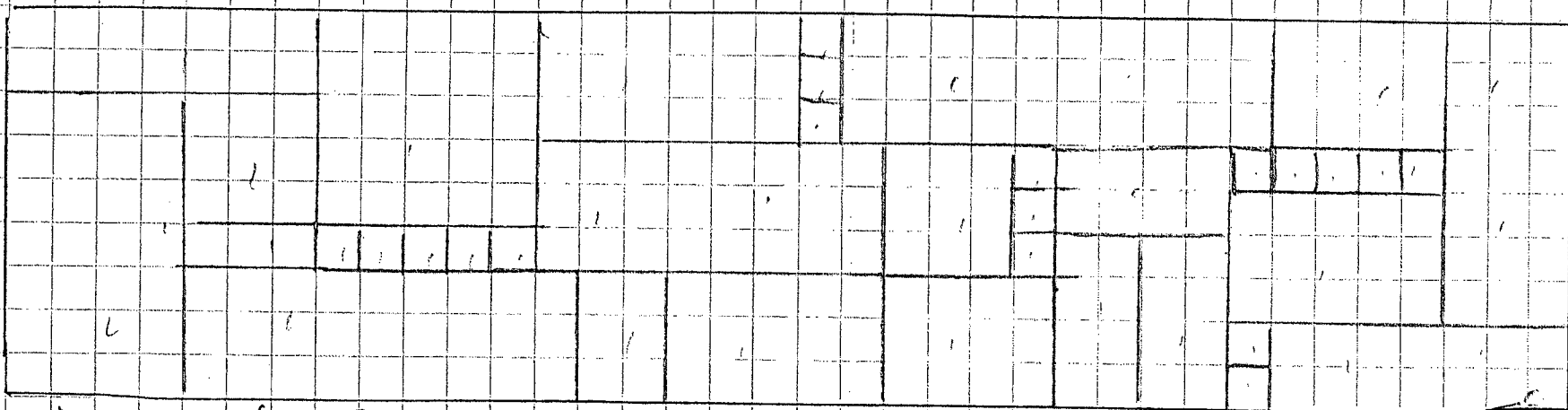
Thanks!

Jane Cottrell

Sent from my iPhone

2559

D-7(a)



Jane Cottrell

36" x 9"

© Michele Blank

i can certainly add violet + blue pieces
you can color this in if you like!

something this intricate would
be about \$1200, i can simplify it
or make more pieces which will
change pricing

P-7(c)

2560

7(c)

✓ Bob Leeper - murrells cabinets - jazz ~~9/15~~ 9/15
contempo - ~~9/15~~

② Laramie - Va. Beach contempo w/ hibiscus 9/27

③ Marion Foster Melbourne heven trip 11/15
\$500 latest

5 Sue Snider Mandarin contempo? obscuring 10/15-30
coming to St. Aug. Nov to rd
glass

6 ✓ Brad Wood Marietta mirror ~~contempo~~ jazz baby
by christmas

7 Jane Cottrill ✓ Marietta 9x36 contempo w/ blues + violets
904 315 6393

8 Dave Jordan Marietta arch template

4 Cynthia Sannuzzi local after 9/15.
clear marsh.

Black chairs Va. Beach

Big clear
chime
Hummers
Dragon flies
vines

mailed 10/31 Jordan - Beverly + Steve
1/2 round ✓ Marietta Roswell

7 10/31 emailed 11/1 ~~Snider Sue~~ contempo
Deily - Barbara Va. Bch ship! ✓
3 small contempo

messaged 10/31 ~~Cottrell Jane~~ \$200
contempo Marietta
texted 10/31 Sue Snider contempo Jax
10/31 Laramie vertical Va. Bch

Poland - Linda
clear chime Myrtle meet?
emailed 10/31 ~~Morphonoi's Joni~~
smiley surf Marietta

mailed 10/31 Stokley - Kristi
cabinets + arch Lakeshore sub div. ①
draw

Lance - clear replacements

? ~~Eoste - Melbourne~~
heron
? ~~Snider Sue~~
? Brad + Joy wood Marietta
jazz baby

Marnane - Janet K
emailed 10/31 ① doors
heron's mirror
Daytona Bch

South Carolina Department of Natural Resources



Alvin A. Taylor
Director

Ken Rentiers
Deputy Director for
Land, Water and Conservation

December 18, 2018
Edward A. Bertele
Attorney at Law
1812 Pierce Street
Charleston, SC 29492

To Whom It May Concern:

Included with this letter, you will find the information you requested from our office concerning the 24-hour maximum rainfall observations for Charleston County, South Carolina.

Daily data for the period of record are provided from the National Weather Service Automated Surface Observing System (ASOS) at the Charleston International Airport and located in Downtown Charleston, and the National Weather Service Cooperative Weather Station (COOP) on Sullivan's Island. The ASOS stations serve as the nation's primary surface weather observing network and are designed to support weather forecast activities and aviation operations and, at the same time, along with the COOP network, support the needs of the meteorological, hydrological, and climatological research communities. Daily rainfall totals from the Charleston International Airport and Downtown Charleston locations are calculated based on the 24 hours ending at midnight, while values from the station on Sullivan's Island are for the 24 hour period, beginning/ending at 7:00 AM LST. Any variable listed as 'M' represents a missing value for the day.

The tables of information from the previously mentioned stations show the maximum 24-hour rainfall total recorded for each month, during the entire period of record, and include the date on which the value was reported. For example, on the table for the Charleston International Airport, the value of 0.79 inches under March 1937 was recorded on the 20th. The 'Annual' column lists the maximum 24-hour rainfall total observed during the entire year.

In addition to the data, tables from the Precipitation Frequency Data Server tool of the NOAA Atlas 14 Precipitation Frequency (PF) Estimates are provided, including the PF estimates and their associated confidence intervals are based on frequency analysis of the partial duration series. According to the document, a 100-year rainfall event is an amount that, on average, has a one percent (1%, 1/100) chance of being exceeded in any given year.

I hereby certify that the data provided are true copies of the official records and publications for the times and places indicated on file at the NOAA Hydrometeorological Design Studies Center in Silver Spring, MD, the National Centers for Environmental Information in Asheville, NC, and the Southeast Regional Climate Center in Chapel Hill, NC.

Sincerely,


Melissa Griffin
Assistant State Climatologist
South Carolina State Climatology Office
1000 Assembly Street
Columbia, SC 29202
P: 803-734-9091

2563



Rembert C. Dennis Building • 1000 Assembly St • P.O. Box 167 • Columbia, S.C. 29202

EQUAL OPPORTUNITY AGENCY

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Monthly Highest Precipitation for DOWNTOWN CHARLESTON, SC

Each column contains monthly value, date of occurrence

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1893	1.58 19	0.93 28	0.90 17	0.96 20	0.85 03	3.61 07	2.81 10	2.20 27	2.59 09	2.77 13	0.57 21	1.59 05	3.61
1894	0.53 25	0.95 25	0.93 01	0.37 04	1.16 19	1.42 25	2.80 03	2.31 04	4.86 26	3.04 09	1.47 21	0.28 27	4.86
1895	1.72 31	2.09 02	1.27 14	1.24 30	2.23 24	2.54 23	2.06 25	1.89 04	2.07 10	0.60 31	0.80 01	0.98 10	2.54
1896	1.37 16	1.70 08	2.80 11	0.44 24	0.13 05	1.50 09	2.91 09	1.22 03	1.66 22	0.88 13	1.10 01	3.40 02	3.40
1897	0.40 27	2.32 11	1.79 13	0.48 26	0.52 01	1.50 22	3.23 27	2.25 07	1.47 22	5.30 19	0.30 01	0.99 26	5.30
1898	0.15 16	0.36 27	0.67 04	0.85 05	0.36 26	1.17 22	3.07 13	2.32 27	0.52 08	1.77 02	1.82 18	0.59 16	3.07
1899	0.64 24	1.38 16	0.59 14	1.13 04	1.57 11	1.38 21	1.00 18	4.20 29	1.09 18	1.11 30	3.52 25	0.26 31	4.20
1900	0.79 18	0.52 13	1.07 25	1.30 19	0.46 18	2.85 22	0.72 28	0.30 01	0.95 01	1.73 12	3.85 03	1.59 20	3.85
1901	0.63 03	0.77 23	0.81 10	0.71 19	1.09 22	1.82 13	1.63 09	1.22 07	0.11 15	0.52 02	0.34 19	0.45 23	1.82
1902	0.31 21	0.93 15	2.08 16	0.34 08	0.38 26	0.41 22	2.61 12	0.60 22	1.02 08	1.61 11	1.50 30	2.96 04	2.96
1903	1.43 11	0.57 11	1.16 29	0.35 08	1.16 08	0.83 18	1.75 14	2.88 19	0.60 15	1.86 17	0.42 17	0.63 09	2.88
1904	1.83 23	1.03 22	0.87 24	0.06 26	0.55 15	2.27 10	2.13 02	2.53 04	0.83 07	3.82 20	1.15 03	0.45 05	3.82
1905	0.41 19	0.75 12	0.81 09	0.81 29	1.12 31	1.44 29	0.95 11	0.97 10	0.57 16	1.96 26	0.87 10	0.82 14	1.96
1906	1.33 25	1.02 12	0.78 08	0.75 14	0.84 23	0.70 16	2.08 15	3.41 02	1.01 17	1.63 18	0.38 14	0.71 20	3.41
1907	0.57 26	0.50 08	0.47 31	1.14 07	0.80 16	3.25 29	0.88 04	1.29 10	0.65 29	0.79 08	0.63 29	1.10 14	3.25
1908	0.86 11	0.82 10	1.34 24	1.36 06	0.62 17	0.76 25	2.06 29	0.88 25	0.73 27	0.72 28	2.56 14	1.58 12	2.56
1909	0.34 05	0.47 13	1.94 21	1.48 25	0.59 28	0.63 17	1.53 17	2.22 19	1.70 12	1.22 06	1.31 06	0.69 19	2.22
1910	0.71 05	1.07 17	0.61 01	0.34 17	0.67 04	0.93 12	1.79 20	3.75 30	1.61 27	3.04 19	0.56 19	0.69 18	3.75
1911	0.33 01	0.59 12	0.64 26	0.81 12	0.11 16	1.16 07	0.90 18	2.67 27	3.00 02	1.81 01	0.90 28	2.00 20	3.00
1912	1.21 03	1.48 21	1.07 12	1.71 13	0.93 29	5.43 07	1.34 07	1.00 04	4.00 10	0.62 14	0.55 06	1.34 23	5.43
1913	0.58 02	2.53 20	1.47 01	0.72 12	0.15 27	0.77 17	2.73 21	1.98 26	3.56 05	2.80 08	1.19 08	1.29 25	3.56
1914	0.99 23	2.24 20	0.53 05	2.30 14	0.50 14	1.67 18	2.78 03	1.01 05	2.36 25	2.36 02	1.68 14	0.65 13	2.78
1915	1.86 17	0.83 16	2.42 05	0.96 02	4.70 12	1.87 01	0.80 05	1.45 18	0.58 21	1.20 07	1.49 18	1.37 11	4.70
1916	0.48 17	0.92 29	1.06 03	1.98 03	0.59 23	3.47 27	3.97 23	1.20 29	1.45 15	1.31 19	0.51 29	0.50 11	3.97
1917	0.92 25	1.22 18	1.19 27	0.40 14	2.13 04	1.14 03	2.06 07	2.60 03	1.06 13	0.32 27	0.19 30	0.39 06	2.60
1918	0.26 21	0.67 03	1.04 17	1.20 08	1.46 16	0.15 15	2.70 19	1.37 28	1.04 20	1.03 21	0.55 28	0.77 01	2.70
1919	0.43 03	3.00 25	1.30 09	0.51 11	0.92 25	3.18 04	5.44 22	1.62 06	0.66 12	0.20 22	0.11 30	0.15 12	5.44
1920	0.69 28	0.90 03	1.32 28	2.63 19	0.57 08	1.82 05	1.19 09	2.00 04	3.35 15	0.04 26	1.25 11	1.58 27	3.35
1921	1.01 14	0.37 02	0.97 08	0.79 09	2.93 13	0.21 26	7.11 14	3.11 04	1.33 01	0.69 03	0.76 08	0.20 02	7.11
1922	0.60 08	1.73 15	1.29 19	0.55 06	2.53 27	0.79 26	1.49 20	0.84 11	0.54 04	1.43 17	0.07 28	2.18 20	2.53
1923	1.24 23	0.53 05	0.50 13	0.72 29	2.03 04	1.16 07	1.27 27	4.70 24	0.71 08	1.73 02	0.78 27	1.18 17	4.70
1924	1.21 24	0.63 19	1.74 06	2.42 05	0.97 21	0.80 01	1.38 16	2.45 04	4.47 16	1.34 26	0.50 22	0.64 08	4.47
1925	2.63 16	0.75 17	0.85 16	1.44 05	1.80 13	1.85 13	0.73 07	0.75 29	0.72 22	1.87 28	1.58 12	1.56 21	2.63
1926	1.53 25	0.99 18	0.97 31	0.85 16	1.91 20	1.73 28	1.64 28	0.99 09	0.85 05	0.31 31	0.62 09	0.36 15	1.91
1927	0.28 27	0.89 19	0.78 09	0.29 30	0.38 25	0.75 20	1.13 15	2.93 10	1.06 20	0.89 02	0.14 01	0.49 16	2.93
1928	0.33 24	1.53 17	0.86 16	0.78 23	0.66 07	0.80 25	1.48 12	1.26 13	6.72 18	0.58 09	0.66 10	0.49 20	6.72
1929	1.85 05	0.87 16	0.57 15	0.58 28	1.27 30	2.03 15	2.24 31	1.63 09	0.97 27	0.91 21	0.66 26	1.71 22	2.24
1930	0.62 18	0.42 15	0.98 23	1.14 05	0.31 24	2.38 16	1.38 15	0.64 11	1.51 18	0.53 29	0.41 13	0.54 17	2.38
1931	0.82 18	0.71 14	1.24 21	0.63 05	0.28 21	1.45 13	1.52 04	1.18 27	1.04 03	0.32 05	0.28 22	1.14 31	1.52
1932	0.47 09	0.57 21	0.88 17	0.16 24	4.39 20	1.49 13	2.62 25	1.49 05	2.63 14	2.91 16	0.70 01	0.35 12	4.39
1933	1.10 09	1.90 08	0.69 07	0.73 10	1.05 30	0.91 12	2.37 12	2.49 12	10.33 06	0.99 23	1.71 03	0.20 07	10.33
1934	0.39 01	0.99 01	0.39 10	0.84 18	2.32 25	0.53 04	0.65 13	1.82 27	1.84 09	1.95 06	1.39 28	1.11 03	2.32
1935	0.96 20	0.73 13	0.65 12	0.52 04	1.57 08	1.35 03	4.47 14	6.08 18	1.88 05	0.09 29	0.52 07	0.78 13	6.08
1936	0.76 30	1.36 06	3.16 10	0.83 01	1.53 14	1.25 23	2.53 21	1.65 25	0.74 30	1.84 16	0.53 12	0.71 01	3.16
1937	1.42 27	1.12 28	0.84 20	2.24 29	1.00 19	1.30 20	3.55 27	1.00 07	2.25 08	1.06 09	1.76 12	1.26 23	3.55
1938	0.31 02	0.27 18	0.30 16	0.89 22	2.13 26	0.90 22	1.40 25	1.79 05	1.68 29	2.11 24	0.13 05	0.32 05	2.13
1939	0.82 30	3.49 26	0.64 02	0.64 08	0.65 08	3.06 15	3.78 22	2.26 25	0.30 26	0.73 01	1.58 19	0.41 26	3.78
1940	1.34 23	1.57 10	1.40 28	0.87 08	1.13 29	1.40 25	3.38 17	7.66 11	1.25 28	0.05 22	0.74 02	0.49 24	7.66
1941	1.24 03	1.23 03	1.27 24	0.59 08	0.06 07	2.62 27	2.41 17	3.71 05	0.56 25	1.79 08	1.67 05	3.11 26	3.71
1942	1.89 03	0.59 24	1.17 05	0.48 10	0.72 23	0.85 16	2.62 05	1.72 19	1.93 26	0.01 05	1.17 23	0.42 29	2.62
1943	0.88 19	0.52 06	1.25 06	1.00 24	1.73 24	0.94 09	2.72 27	0.38 29	1.30 06	0.03 06	0.69 29	1.66 15	2.72
1944	1.19 03	4.77 14	3.12 23	1.68 16	0.54 06	2.12 30	2.01 18	1.31 18	1.54 17	4.11 19	1.16 29	0.54 11	4.77
1945	0.43 19	1.42 20	0.59 13	1.80 23	1.34 03	3.96 25	3.27 14	5.57 17	4.71 17	1.53 06	0.34 04	1.56 25	5.57
1946	1.65 16	0.99 19	1.68 28	1.14 17	1.62 17	1.05 02	2.30 26	0.98 23	1.24 24	1.67 08	1.74 02	0.31 20	2.30
1947	0.41 30	0.27 07	1.49 06	1.61 02	0.86 22	3.08 20	1.54 16	1.71 12	2.74 23	0.85 15	2.09 11	2.26 21	3.08
1948	1.27 31	1.63 09	1.43 09	3.26 01	1.26 31	1.01 23	2.50 12	1.31 02	1.99 27	1.21 04	0.70 23	1.11 18	3.26
1949	0.21 28	1.03 27	0.69 14	0.77 05	2.23 30	1.04 25	1.84 31	3.26 20	3.18 02	0.84 31	0.45 25	0.65 15	3.26
1950	0.47 27	0.09 23	1.56 05	0.65 27	0.76 03	0.62 04	5.89 08	2.05 13	2.25 07	1.03 19	0.53 17	1.78 03	5.89
1951	0.35 23	0.73 07	1.16 29	0.74 07	0.55 04	1.56 09	1.89 26	1.45 04	3.48 06	1.53 22	1.04 02	0.81 18	3.48
1952	0.48 28	2.09 03	1.38 04	2.51 25	0.97 11	0.95 06	0.70 11	1.69 31	2.76 22	0.93 08	0.48 11	0.75 20	2.76
1953	0.85 18	1.55 07	1.59 11	0.42 12	0.58 20	3.00 13	1.93 20	1.50 19	2.09 26	0.37 18	0.83 05	1.80 25	3.00
1954	0.58 11	0.17 24	0.78 27	0.56 14	1.28 13	0.23 23	2.73 10	0.07 10	2.02 26	3.49 15	0.74 28	1.37 13	3.49

Mean	0.98 -	1.11 -	1.30 -	1.12 -	1.24 -	1.75 -	1.95 -	2.07 -	2.11 -	1.54 -	1.01 -	1.05 -	3.92
Max	2.63 1925	4.77 1944	3.45 1993	3.67 1997	5.40 1976	10.38 1973	7.11 1921	7.66 1940	10.33 1933	9.25 2015	6.65 1969	3.82 2009	10.38 1973
Min	0.15 1898	0.09 1950	0.27 1994	T 1972	0.02 2000	0.15 1918	0.38 1986	0.07 1954	0.11 1901	0.00 2000	0.00 2007	0.15 2008	1.52 1931

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Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1955	1.25 18	0.84 06	0.40 19	1.69 11	1.79 18	1.46 23	0.84 10	1.00 10	3.52 04	0.71 29	0.73 10	0.30 06	3.52
1956	0.57 04	0.70 05	1.37 11	1.32 16	0.69 03	1.76 01	2.51 17	2.38 15	2.40 25	0.77 16	0.33 08	0.99 14	2.51
1957	0.38 16	1.77 25	1.13 24	0.55 11	1.60 25	1.97 09	2.34 18	2.41 19	1.91 28	1.42 02	0.71 16	1.49 08	2.41
1958	1.47 13	1.36 26	2.13 30	2.48 15	0.41 25	2.41 20	1.13 28	0.93 25	3.06 12	0.95 04	0.27 24	0.65 28	3.06
1959	1.03 01	1.15 13	3.31 05	0.67 02	2.16 25	0.70 01	1.69 12	0.66 01	3.96 29	3.57 29	0.72 07	0.76 12	3.96
1960	2.03 30	1.43 05	0.95 16	0.48 04	1.05 25	0.94 03	2.45 16	1.74 23	4.24 11	0.97 07	0.71 18	0.67 11	4.24
1961	0.83 26	1.39 07	1.86 21	1.87 12	1.15 13	1.69 28	0.62 08	3.44 05	0.63 04	1.84 01	0.89 23	0.54 15	3.44
1962	0.85 01	0.58 21	2.28 02	0.70 29	0.82 31	1.83 26	0.69 25	1.58 27	0.78 27	1.34 02	1.01 09	0.46 29	2.28
1963	1.20 20	1.97 24	0.65 16	2.21 06	0.41 21	1.86 18	1.29 08	2.39 26	0.93 13	2.68 25	1.62 05	1.06 31	2.68
1964	2.57 12	2.44 18	1.52 26	0.97 06	2.25 02	3.20 07	3.42 22	2.28 29	1.18 12	2.02 15	0.46 24	2.31 04	3.42
1965	0.49 15	1.44 17	1.42 31	1.97 26	0.63 19	2.00 13	2.52 29	1.62 08	0.72 24	6.79 18	0.34 22	0.94 19	6.79
1966	1.54 22	2.00 28	2.17 04	1.89 20	2.26 21	1.56 18	1.97 02	1.32 26	0.82 11	0.21 01	0.26 02	0.88 31	2.26
1967	1.35 01	0.92 09	1.47 10	0.38 23	4.85 22	2.88 27	1.52 08	2.01 11	0.44 09	0.42 09	0.72 23	1.27 28	4.85
1968	0.87 10	0.63 24	0.27 12	0.76 29	2.49 13	4.86 07	0.93 10	1.07 16	2.31 11	2.17 09	1.62 11	1.29 03	4.86
1969	0.49 25	0.81 15	1.83 18	1.48 16	0.75 19	1.71 18	1.10 01	2.81 04	1.04 24	0.88 03	6.65 01	1.19 10	6.65
1970	1.30 06	0.81 02	1.84 08	0.42 12	1.79 30	0.63 26	0.80 14	5.05 24	0.81 27	2.42 20	0.36 10	1.18 18	5.05
1971	1.33 05	0.71 28	0.85 25	1.24 23	2.33 15	1.80 22	1.72 31	3.84 17	0.35 07	2.83 09	1.36 24	2.49 03	3.84
1972	1.74 14	0.79 12	1.23 22	T 30	1.60 28	1.69 19	0.54 05	1.06 24	1.02 05	0.17 03	1.85 25	1.71 08	1.85
1973	1.67 22	1.52 10	1.81 25	0.65 26	0.50 14	10.38 11	0.72 06	2.28 06	1.64 09	0.44 22	0.28 21	1.28 20	10.38
1974	0.57 29	0.80 07	1.57 16	0.32 15	1.34 12	3.60 27	1.03 08	2.96 08	3.50 16	0.44 15	1.16 18	1.79 15	3.60
1975	1.58 23	1.01 12	1.04 07	2.03 14	2.03 03	0.56 30	1.55 11	1.87 28	0.80 11	1.10 17	0.23 07	0.82 17	2.03
1976	0.51 27	0.55 01	0.82 09	0.50 30	5.40 23	1.04 22	0.97 07	1.67 02	4.47 14	2.05 17	1.43 26	0.92 12	5.40
1977	0.95 03	1.46 24	1.98 04	0.31 24	0.77 24	0.87 25	1.11 22	1.40 15	2.23 05	0.98 12	1.02 30	1.23 01	2.23
1978	2.24 19	0.80 02	1.45 26	1.11 19	0.92 03	0.37 08	4.71 16	1.67 12	2.84 11	0.23 28	1.58 30	2.26 24	4.71
1979	0.84 12	1.04 18	0.96 05	1.72 25	1.64 09	1.48 16	1.30 08	0.94 07	6.06 04	0.20 05	1.80 26	1.58 06	6.06
1980	0.96 26	0.75 10	2.08 12	0.81 14	1.95 22	1.67 25	2.69 25	0.31 12	0.66 30	0.87 23	0.89 17	0.95 28	2.69
1981	0.53 28	1.13 11	1.20 22	1.51 01	1.25 27	2.49 07	1.70 03	5.39 19	0.57 07	0.44 27	0.89 05	1.46 31	5.39
1982	0.60 13	1.28 12	0.91 07	2.41 25	0.52 24	4.27 18	1.99 15	0.41 12	1.34 19	1.04 24	0.10 20	1.03 12	4.27
1983	2.07 21	1.15 10	2.70 17	1.91 23	1.26 26	0.96 07	1.51 22	0.63 12	4.67 01	0.70 23	0.99 09	1.11 29	4.67
1984	1.85 13	1.53 27	1.40 06	1.32 10	2.05 07	0.50 29	2.23 18	0.91 11	1.31 28	0.09 17	0.78 04	0.27 05	2.23
1985	0.58 03	0.62 05	0.51 21	0.32 13	0.82 03	1.37 27	3.32 28	3.50 30	0.37 11	1.49 27	1.57 22	0.22 01	3.50
1986	0.77 10	1.51 10	2.70 14	0.59 08	0.57 12	1.30 16	0.38 22	4.68 14	0.71 21	1.11 08	1.97 20	1.83 12	4.68
1987	1.23 22	1.13 21	1.91 25	1.07 15	0.38 04	0.71 24	1.78 12	3.35 30	5.04 05	0.72 27	1.37 04	0.91 15	5.04
1988	0.38 07	0.22 19	0.76 09	0.77 19	0.55 24	1.00 10	0.70 12	2.25 30	6.26 09	0.83 03	0.67 23	0.39 16	6.26
1989	0.69 14	0.39 22	1.22 02	1.19 10	0.47 10	1.44 29	1.29 18	4.29 24	5.99 21	2.00 01	0.45 23	0.86 08	5.99
1990	2.40 07	0.31 22	1.72 31	0.51 14	0.65 10	3.74 04	3.77 24	2.46 07	0.62 21	5.46 11	0.35 09	0.47 22	5.46
1991	1.87 19	1.24 23	0.92 02	1.06 05	1.63 20	0.80 05	1.84 06	1.60 12	4.31 15	0.42 02	1.31 09	0.73 28	4.31
1992	1.15 13	1.56 05	2.00 25	0.93 21	1.00 30	1.54 04	1.42 01	3.46 06	2.58 05	2.48 09	2.68 22	0.74 10	3.46
1993	2.08 12	0.77 26	3.45 23	1.48 05	0.59 13	0.50 13	0.85 16	1.80 04	1.21 21	0.98 30	0.72 05	0.61 23	3.45
1994	1.30 01	0.30 05	0.27 29	0.96 22	0.61 04	2.22 10	4.05 27	1.93 11	2.04 25	4.07 13	0.49 11	0.81 05	4.07
1995	0.69 28	1.64 11	0.66 01	1.06 06	1.01 15	1.03 05	1.53 23	1.91 28	2.19 26	1.17 06	1.12 07	0.54 18	2.19
1996	0.24 07	0.79 02	1.12 28	1.39 30	0.25 28	1.18 16	0.70 11	0.79 25	0.87 05	3.56 08	0.15 08	0.87 19	3.56
1997	1.10 09	1.24 14	0.91 14	3.67 28	1.15 03	7.38 06	2.33 31	0.74 04	2.39 12	1.69 15	1.11 01	0.57 22	7.38
1998	2.17 23	2.56 16	2.18 19	1.53 03	1.38 28	1.02 10	2.35 26	0.67 17	8.50 21	1.31 08	0.20 19	1.23 25	8.50
1999	1.36 23	0.67 01	1.01 14	0.72 30	0.58 12	1.40 29	0.87 14	1.22 29	3.99 15	3.91 17	0.73 02	1.36 19	3.99
2000	0.59 24	1.23 14	0.95 20	0.26 29	0.02 26	0.59 29	1.52 12	1.17 11	1.97 18	0.00 31	1.28 19	0.78 28	1.97
2001	0.29 12	0.81 12	2.33 20	0.33 25	1.10 28	1.20 20	2.34 20	1.23 13	2.08 02	0.41 14	0.00 30	2.40 10	2.40
2002	0.53 06	0.82 07	1.63 02	1.13 10	0.54 18	2.59 22	0.72 23	3.26 30	3.79 25	1.35 09	1.38 12	1.43 24	3.79
2003	0.47 22	0.50 27	1.17 20	1.50 08	1.68 18	0.56 07	2.33 14	1.28 18	3.50 06	1.19 28	0.24 28	1.17 04	3.50
2004	0.76 26	0.81 12	0.33 16	1.13 30	1.72 01	1.25 16	1.50 10	4.59 29	1.92 06	1.22 02	0.76 27	0.86 26	4.59
2005	0.45 29	0.91 27	2.78 22	1.02 02	2.23 30	3.00 28	0.40 31	1.81 24	2.95 28	1.78 06	3.57 21	0.75 05	3.57
2006	0.78 02	0.97 25	0.36 21	1.14 26	0.74 31	1.33 25	0.78 23	2.85 24	0.62 14	1.07 27	1.33 07	0.92 22	2.85
2007	0.66 22	1.22 01	0.87 01	0.37 19	0.41 17	1.41 02	1.53 30	1.30 03	1.52 01	2.30 24	0.00 30	1.27 21	2.30
2008	1.36 17	0.56 18	0.99 07	1.31 28	1.37 11	1.87 20	0.79 11	2.16 22	3.10 05	5.23 24	1.04 29	0.15 11	5.23
2009	0.40 18	1.21 19	1.32 01	3.60 02	1.56 24	2.36 27	2.18 08	1.57 31	0.55 23	1.04 05	1.38 11	3.82 18	3.82
2010	1.06 30	1.04 05	1.93 11	0.73 08	0.36 04	1.55 21	1.26 09	3.65 15	2.52 27	0.60 25	0.15 30	0.86 18	3.65
2011	0.58 25	0.83 05	0.69 30	1.67 22	0.27 11	1.18 29	2.32 26	0.87 10	1.12 16	0.79 12	0.92 28	0.16 27	2.32
2012	0.28 21	1.52 19	1.73 03	0.56 22	1.31 17	1.97 26	1.98 12	3.82 28	0.52 07	0.31 01	0.60 18	1.04 29	3.82
2013	0.17 03	2.39 23	3.15 24	1.15 19	0.82 21	1.90 06	0.88 13	2.47 14	2.08 02	0.60 07	1.05 26	0.96 14	3.15
2014	0.78 14	0.74 12	2.26 29	2.71 18	1.00 31	0.35 28	1.42 13	1.27 02	1.33 08	0.77 15	1.62 23	0.91 24	2.71
2015	1.52 12	1.28 25	0.99 19	1.24 29	1.23 20	1.47 03	0.97 02	2.56 18	0.88 24	9.25 03	3.50 03	0.92 18	9.25
2016	1.17 15	1.43 03	1.97 27	0.45 01	2.31 28	1.64 06	1.17 01	0.67 03	4.26 14	4.36 07	0.18 13	1.58 06	4.36
2017	1.88 22	0.28 08	0.50 22	3.06 24	3.74 23	3.18 06	2.75 16	2.95 28	4.53 11	1.19 23	0.38 09	0.79 07	4.53
2018	0.54 29	0.33 09	0.48 12	2.22 23	1.12 27	2.89 08	2.36 04	1.31 04	0.38 28	0.56 10	M -	M -	2.89
Mean	0.98 -	1.11 -	1.30 -	1.12 -	1.24 -	1.75 -	1.95 -	2.07 -	2.11 -	1.54 -	1.01 -	1.05 -	3.92
Max	2.63 1925	4.77 1944	3.45 1993	3.67 1997	5.40 1976	10.38 1973	7.11 1921	7.66 1940	10.33 1933	9.25 2015	6.65 1969	3.82 2009	10.38 1973
Min	0.15 1898	0.09 1950	0.27 1994	T 1972	0.02 2000	0.15 1918	0.38 1986	0.07 1954	0.11 1901	0.00 2000	0.00 2007	0.15 2008	1.52 1931

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Monthly Highest Precipitation for CHARLESTON INTL. AIRPORT, SC

Each column contains monthly value, date of occurrence

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1937	M	M	0.79 20	1.91 29	0.44 19	2.48 16	2.25 19	1.52 20	2.40 12	0.56 04	1.58 11	1.19 23	2.48
1938	0.33 11	0.21 18	0.62 17	2.43 23	1.92 27	0.70 03	2.24 26	2.24 13	2.86 29	1.76 24	0.30 05	0.58 27	2.86
1939	0.79 30	1.75 28	0.68 02	0.81 07	1.48 14	4.28 16	1.56 08	1.08 18	0.60 02	1.43 01	0.97 19	0.46 26	4.28
1940	0.80 12	5.07 10	1.28 28	0.80 19	0.60 09	1.28 25	2.66 31	7.88 11	0.82 28	0.56 30	0.65 01	0.51 24	7.88
1941	1.32 03	1.28 03	1.10 24	1.80 10	0.15 07	4.90 27	2.54 23	1.78 05	0.72 25	1.82 08	1.63 05	4.00 23	4.90
1942	1.21 03	1.33 11	1.40 05	0.88 09	1.06 15	0.97 23	1.43 22	2.33 09	1.36 26	0.04 26	0.36 23	0.57 11	2.33
1943	1.28 28	0.32 06	1.29 02	1.07 18	0.97 24	1.36 09	1.39 09	4.08 18	0.35 20	0.06 13	1.24 29	1.48 15	4.08
1944	1.32 03	3.28 14	2.10 23	1.70 27	0.31 06	1.78 11	0.61 18	0.70 13	0.73 17	5.77 19	1.67 29	0.46 11	5.77
1945	0.56 19	1.62 20	0.89 21	0.96 06	1.42 14	2.86 24	1.30 23	1.30 19	6.19 17	0.76 15	0.40 03	1.24 25	6.19
1946	2.26 16	0.94 19	1.32 28	0.64 26	2.35 03	3.64 17	1.70 26	1.24 21	0.62 24	2.70 08	2.12 02	0.34 31	3.64
1947	0.32 30	0.22 07	1.59 06	1.54 02	1.06 01	2.81 28	1.05 29	0.74 12	3.12 24	1.23 15	1.53 11	2.09 21	3.12
1948	0.79 31	1.69 09	1.29 11	3.55 01	1.65 30	0.39 30	2.66 01	2.27 02	2.76 01	1.47 04	1.00 28	0.95 18	3.55
1949	0.27 28	0.98 27	0.88 22	0.80 05	0.69 31	1.13 25	3.23 31	3.33 28	3.79 07	0.67 07	1.21 25	0.70 15	3.79
1950	0.45 27	0.13 23	1.17 05	1.15 27	1.02 29	0.77 15	2.84 08	2.35 11	2.61 07	1.20 19	0.46 17	1.15 29	2.84
1951	0.27 23	0.51 07	1.06 29	0.94 07	0.38 26	2.01 18	1.35 30	0.95 19	1.30 17	0.80 22	1.24 02	0.56 04	2.01
1952	0.64 28	2.25 03	1.25 04	0.69 25	1.93 11	1.31 09	2.07 11	1.37 11	3.52 22	0.83 08	0.77 11	0.58 31	3.52
1953	0.92 18	2.24 07	1.64 11	0.29 12	1.16 20	1.29 23	1.25 22	1.96 11	2.61 26	0.42 01	0.83 09	2.21 04	2.61
1954	0.33 11	0.18 21	0.64 27	0.80 07	1.75 13	0.84 23	3.45 10	1.30 02	0.89 15	3.89 15	0.44 28	2.13 13	3.89
1955	0.93 23	1.12 06	0.99 19	1.59 11	1.27 16	1.82 18	1.39 27	0.37 11	1.60 13	0.47 08	0.85 10	0.26 05	1.82
1956	0.56 19	0.59 05	0.40 29	1.38 10	1.72 01	2.60 25	2.25 17	2.05 21	3.86 25	1.50 16	0.39 30	0.40 24	3.86
1957	0.35 16	1.73 25	1.65 24	0.72 11	2.21 03	2.03 09	2.05 27	3.31 19	2.08 28	1.35 02	1.40 30	1.68 08	3.31
1958	2.12 24	1.75 26	2.23 30	4.10 15	1.40 25	4.20 20	1.17 18	3.26 26	3.60 16	1.12 04	0.19 05	2.19 28	4.20
1959	0.95 01	1.63 04	4.48 05	0.88 29	0.99 13	0.86 03	2.92 12	1.73 13	3.82 29	2.60 29	0.83 07	0.87 18	4.48
1960	1.77 30	1.11 05	0.59 03	0.63 04	1.42 25	2.37 02	4.51 29	0.95 31	2.98 11	0.45 07	0.64 18	0.72 11	4.51
1961	0.67 26	1.17 20	2.45 18	2.27 12	1.83 26	3.48 27	1.20 22	0.93 04	1.46 01	0.91 01	0.70 23	0.54 15	3.48
1962	1.05 06	0.58 19	1.55 02	0.72 12	0.72 09	2.95 04	2.76 29	4.60 03	1.23 12	1.37 04	0.51 09	0.70 29	4.60
1963	1.22 20	2.25 24	0.24 16	2.20 06	0.54 30	5.20 23	2.36 09	2.00 06	0.90 05	1.84 25	2.33 05	1.38 31	5.20
1964	1.96 09	2.16 18	1.34 02	0.97 27	1.95 02	2.33 26	4.93 17	3.25 29	1.89 12	1.79 05	0.23 24	1.94 04	4.93
1965	0.77 30	1.79 17	1.35 02	1.89 26	0.47 28	2.46 11	3.00 29	1.63 04	1.37 02	3.50 18	0.46 13	0.75 19	3.50
1966	1.40 15	2.27 28	1.50 04	1.68 20	2.22 22	2.28 18	4.58 02	1.25 04	1.34 19	1.64 01	0.32 02	1.12 12	4.58
1967	1.30 01	0.87 07	1.50 10	0.40 26	6.23 22	1.81 27	2.52 18	1.10 11	0.47 28	0.27 18	0.50 23	1.76 28	6.23
1968	0.90 10	0.48 29	0.99 12	0.85 29	1.10 28	2.67 07	1.73 04	1.43 08	0.67 11	1.87 19	1.49 11	1.77 03	2.67
1969	0.69 20	0.65 15	1.92 18	1.12 16	0.65 26	2.26 13	2.07 21	2.67 15	2.14 15	0.54 03	5.24 01	1.44 10	5.24
1970	1.24 06	0.71 25	1.40 30	0.58 12	1.83 25	0.40 08	1.55 20	3.00 25	0.71 02	2.75 20	0.56 10	1.33 16	3.00
1971	1.22 05	1.20 28	0.89 25	1.95 23	1.44 15	1.05 17	1.65 12	3.41 15	0.18 08	3.37 09	0.83 24	1.40 03	3.41
1972	1.42 14	1.90 03	0.89 16	0.01 22	1.20 31	2.29 19	0.66 05	0.66 29	1.28 01	0.10 28	3.15 29	1.86 06	3.15
1973	1.06 22	1.52 10	1.26 25	1.00 01	0.58 29	9.40 11	2.47 31	2.75 06	3.45 09	0.48 22	0.42 21	1.16 20	9.40
1974	0.77 29	0.76 07	0.90 12	0.41 05	1.98 12	2.07 27	1.13 21	4.69 16	2.24 17	0.25 16	2.14 18	1.50 15	4.69
1975	1.13 08	0.65 12	1.76 24	2.74 14	1.22 03	1.65 10	1.65 26	2.53 07	1.14 18	1.77 17	1.03 07	0.66 17	2.74
1976	0.38 08	0.68 01	0.71 16	0.82 30	4.86 23	1.50 22	2.60 06	1.18 16	4.35 14	2.01 17	1.55 28	1.14 07	4.86
1977	0.87 03	0.70 24	2.36 04	0.30 24	2.00 27	0.70 19	1.57 29	1.30 26	0.73 26	2.10 12	0.85 30	1.79 14	2.36
1978	1.90 19	0.63 02	1.11 26	0.56 18	1.05 08	0.86 03	2.07 16	0.75 06	1.19 11	0.18 28	1.59 30	3.40 24	3.40
1979	1.00 02	0.72 24	0.98 23	2.27 25	2.45 14	0.91 20	3.62 19	0.50 30	6.06 04	1.47 04	1.26 25	1.55 06	6.06
1980	0.98 26	0.68 10	1.85 13	2.00 14	1.95 22	0.95 18	4.57 25	0.60 22	0.63 29	0.50 30	0.63 15	0.42 28	4.57
1981	0.53 28	1.05 11	0.94 22	1.18 01	1.40 11	1.81 18	5.39 03	3.94 19	0.70 07	0.77 26	0.40 05	1.89 31	5.39
1982	0.51 13	1.29 12	0.41 07	2.38 25	1.20 26	3.68 18	1.60 05	1.60 13	1.66 26	1.34 24	0.35 04	1.47 12	3.68
1983	2.47 21	1.16 10	3.16 17	2.12 23	0.23 28	1.39 30	3.26 04	1.38 12	0.98 14	1.96 23	0.59 09	0.99 29	3.26
1984	1.09 13	1.48 27	1.46 25	1.76 10	1.35 28	1.30 29	1.07 21	0.98 20	1.22 28	0.80 17	0.61 04	0.34 05	1.76
1985	0.65 03	0.80 05	0.54 21	0.62 28	0.83 30	2.57 16	4.20 24	3.75 30	1.03 11	1.55 03	3.15 22	0.30 28	4.20
1986	0.83 10	1.60 10	1.29 14	0.60 08	0.76 12	0.90 02	1.73 17	3.82 14	2.30 05	1.10 08	2.56 20	1.84 12	3.82
1987	1.77 22	0.92 16	1.75 25	1.07 15	0.70 20	1.75 30	1.71 12	1.95 31	6.00 05	0.36 27	0.95 04	0.82 15	6.00
1988	0.82 03	0.92 20	0.67 09	0.77 19	0.58 05	1.46 10	1.93 22	2.66 28	2.42 09	0.50 03	0.48 05	0.37 16	2.66
1989	0.85 03	0.80 21	1.00 02	1.38 10	0.69 10	1.67 06	0.39 04	3.52 18	4.84 21	1.98 01	0.61 02	1.72 08	4.84
1990	2.69 07	0.37 18	4.13 29	0.74 14	0.90 10	1.85 23	1.30 20	1.98 08	0.06 23	4.48 11	3.50 09	0.66 19	4.48
1991	2.27 19	0.62 07	1.45 13	0.91 27	2.07 16	0.98 19	2.56 06	1.90 14	1.10 15	0.32 02	1.40 09	0.87 28	2.56
1992	1.24 13	0.99 17	1.45 25	1.29 21	1.97 29	1.74 10	1.57 07	2.44 17	0.90 05	2.52 04	2.76 22	0.94 10	2.76
1993	3.90 12	1.10 07	1.82 23	1.48 05	0.84 13	1.44 13	1.33 05	3.31 04	1.58 07	1.48 30	1.10 27	0.71 14	3.90
1994	2.30 12	0.30 10	2.21 02	0.13 16	1.53 31	2.94 27	2.41 20	1.98 11	2.95 24	3.39 13	1.32 16	1.85 22	3.39
1995	1.65 14	1.89 11	0.52 01	1.08 06	0.38 28	2.37 05	1.96 27	2.10 27	1.80 26	0.86 28	1.00 07	0.42 18	2.37
1996	0.27 07	0.81 02	1.62 28	1.67 30	0.96 26	1.07 21	1.43 15	1.27 02	2.55 11	3.73 08	1.38 08	0.77 01	3.73
1997	1.35 09	0.94 13	0.89 14	3.73 28	1.15 03	4.91 06	1.90 31	0.52 04	2.71 24	1.16 26	1.06 01	2.30 24	4.91
1998	3.27 23	3.02 16	2.14 19	1.10 03	1.92 04	1.31 10	1.95 26	1.99 14	10.52 21	0.89 07	0.05 16	1.40 25	10.52

Mean	1.11	-	1.21	-	1.37	-	1.30	-	1.36	-	2.00	-	2.14	-	2.20	-	2.14	-	1.68	-	1.16	-	1.22	-	4.16
Max	3.90	1993	5.07	1940	4.48	1959	4.10	1958	6.23	1967	9.40	1973	5.39	1981	7.88	1940	10.52	1998	11.50	2015	5.24	1969	4.00	1941	11.50
Min	0.13	2013	0.13	1950	0.16	2004	0.01	1972	0.15	1941	0.39	1948	0.39	1989	0.37	1955	0.06	1990	T	2000	0.02	2007	0.18	2008	1.76
																									1984

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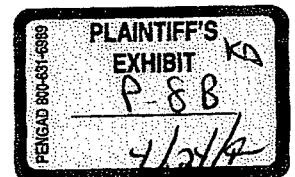
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1999	1.56 24	1.48 01	1.21 14	0.95 15	2.45 12	0.53 28	0.81 14	0.94 09	4.96 28	3.72 17	0.74 02	1.39 19	4.96
2000	1.23 24	2.00 14	1.83 20	0.29 08	0.27 28	1.54 29	2.35 12	1.20 11	2.37 05	T 08	1.44 19	0.87 28	2.37
2001	0.34 08	1.05 12	2.07 20	0.55 25	0.44 12	2.01 21	3.85 27	0.52 20	1.42 04	0.50 14	0.22 24	1.23 10	3.85
2002	0.57 12	0.94 07	1.88 02	1.22 10	1.03 18	2.15 22	2.50 15	2.77 30	2.65 25	3.47 11	1.23 10	1.41 24	3.47
2003	0.76 22	0.70 27	2.80 20	1.42 07	1.05 23	1.55 17	1.84 24	0.93 01	1.67 06	2.08 28	0.51 19	0.84 04	2.80
2004	1.07 26	1.01 12	0.16 09	1.29 12	1.42 01	1.07 13	0.63 09	3.98 29	1.53 06	0.50 02	1.13 27	0.62 26	3.98
2005	0.67 13	1.28 21	2.40 27	0.72 02	1.18 30	1.02 25	0.82 09	2.52 24	0.57 28	1.44 05	2.59 21	0.77 05	2.59
2006	1.33 02	1.24 02	0.17 23	1.23 08	1.34 14	2.73 03	2.02 06	4.53 24	1.36 05	1.07 27	1.43 21	1.47 22	4.53
2007	0.96 22	1.34 01	0.29 16	0.28 11	0.44 06	2.33 02	1.80 30	1.98 25	2.16 13	2.38 24	0.02 19	1.39 21	2.38
2008	1.22 19	1.00 18	1.31 07	0.67 28	1.08 11	0.64 15	1.15 05	1.58 22	3.38 05	6.57 24	1.14 29	0.18 11	6.57
2009	0.45 18	0.88 19	1.44 01	3.57 02	1.76 14	0.97 16	4.15 08	1.85 04	0.20 23	0.97 05	1.33 11	3.18 18	4.15
2010	1.55 17	0.97 05	1.33 11	0.46 08	1.19 24	1.93 01	2.73 13	4.97 06	2.95 27	0.82 25	0.14 26	1.16 18	4.97
2011	0.58 10	1.04 04	1.02 30	1.39 22	0.25 11	1.80 23	2.71 09	2.98 13	0.86 24	0.74 18	0.64 28	0.29 27	2.98
2012	0.20 21	1.26 19	1.81 03	0.61 05	1.12 29	2.13 12	1.46 31	2.32 28	0.94 07	0.84 08	0.95 15	0.82 29	2.32
2013	0.13 03	2.44 23	3.00 24	1.88 12	1.41 21	2.33 30	1.14 29	1.73 14	2.30 26	1.08 07	2.09 26	0.92 14	3.00
2014	0.78 02	0.95 12	1.03 29	2.37 18	0.96 15	1.25 23	2.05 31	4.02 10	1.63 16	0.50 15	2.00 23	1.50 24	4.02
2015	1.21 24	1.64 25	0.61 19	1.47 29	0.77 07	2.40 09	1.72 23	6.43 31	0.70 24	11.50 03	3.48 03	1.02 22	11.50
2016	1.24 15	1.48 04	1.36 27	1.47 28	2.42 29	2.05 06	1.69 22	1.42 10	3.67 14	5.77 08	0.11 13	2.58 06	5.77
2017	1.99 22	0.31 08	0.29 13	1.82 24	1.26 23	1.60 30	1.68 19	1.80 03	5.51 11	1.37 23	1.17 09	0.96 08	5.51
2018	1.14 03	0.52 09	0.78 20	2.55 23	4.88 19	1.18 09	1.83 23	0.91 02	0.98 15	1.23 10	1.05 12	2.95 14	4.88
Mean	1.11 -	1.21 -	1.37 -	1.30 -	1.36 -	2.00 -	2.14 -	2.20 -	2.14 -	1.68 -	1.16 -	1.22 -	4.16
Max	3.90 1993	5.07 1940	4.48 1959	4.10 1958	6.23 1967	9.40 1973	5.39 1981	7.88 1940	10.52 1998	11.50 2015	5.24 1969	4.00 1941	11.50 2015
MIn	0.13 2013	0.13 1950	0.16 2004	0.01 1972	0.15 1941	0.39 1948	0.39 1989	0.37 1955	0.06 1990	T 2000	0.02 2007	0.18 2008	1.76 1984

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South Carolina's "Uninvited" Hurricane Matthew, October 2016

At 5:00 p.m. on Thursday, October 6, 2016, a major Hurricane Matthew (category 4) was positioned by the National Hurricane Center near Freeport, Grand Bahama Island and moving northwest. By 7:00 a.m. on Friday, October 7, the outer-most rain bands were approaching Beaufort County. The United States Coast Guard Pilot closed the Charleston Harbor to all traffic at 10:00 a.m. Northeast winds gusted to 54 mph at the Fripp Nearshore Buoy at 4:08 p.m., then at 8:50 p.m., reached 63 mph in heavy rain from the north over Hilton Head Island. Matthew's center of circulation at 11:00 p.m. was placed by Charleston National Weather Service Doppler radar at an estimated 40 miles southeast of Hilton Head and moving north at 12 mph. In less than 5 hours and in the darkness of Saturday morning, winds over Hilton Head increased to hurricane force (74 mph) with "steep pressure falls." Blowing heavy rain had accumulated to 9.83 inches at Limehouse. Radar at 4:00 a.m. placed the western eyewall of Matthew over Hilton Head Island and Edisto Island. Onshore winds ahead of the hurricane forced water in the Charleston Harbor to a height of 9.289 feet at 2:48 a.m. (highest since Hurricane Hugo in 1989) and there were reports that Whitepoint Gardens on the Battery were under water. At 6:50 a.m., measured winds at the Hilton Head Island AP roared at 88 mph. Downed trees caused extensive damage to electrical utilities and homes, and brought most of the island's quiet roadway traffic to a halt. Not since Hurricane Gracie in September of 1959 had these conditions been witnessed by the state's southern-most islands. Seas at the Edisto Buoy were reported at 7.7 meters (25 feet). Wind-driven breakers dismantled the lower floors of Edisto Island's low-elevation beachfront cottages and moved an estimated four feet of beach sand on to Palmetto Boulevard and to the second row. Up the coast in North Myrtle Beach, a short path and narrow tornado (EF0) formed near 6:46 a.m. and tracked westward from the shore through the Surf Golf and Beach Club toppling mature oaks and damaging homes. The Folly Beach Pier recorded a wind gust of 75 mph at 7:46 a.m. Winds at the Fort Sumter Range Light peaked at 80 mph at 10:06 a.m. Large watercraft, torn from their moorings, were seen drifting in the marsh at the Isle of Palms. The National Hurricane Center 11:00 a.m. bulletin landfalled Hurricane Matthew (category 1) at the Cape Romain National Wildlife Refuge near McClellanville. Torrential rains at Galivant's Ferry were up to 11.64 inches. At around the noon hour, giant waves began breaking apart the Springmaid Pier at south Myrtle Beach. High winds at Florence gusted to 67 mph with downed trees reported as "everywhere." At 4:24 p.m., the Georgetown Winyah Bay Range Light recorded a wind gust of 103 mph. Just 26 minutes later, a wind speed of 87 mph was observed at Murrells Inlet. Surface winds at 5:44 p.m. gusted to 70 mph at the N Myrtle Beach Grandstrand AP. An apparent electrical fire was reported early that evening in Cherry Grove at 49th Avenue North which rapidly consumed a multi-unit vacation complex. Fanned by near hurricane force winds, flames spread into at least four more beachfront properties leaving little but ashes. Just before midnight, flash flooding from an earthen dam failure at Wallace in Marlboro County was blamed for a train engine and four-car derailment. The calendar-day October 8 rainfall at Florence of 11.74 inches was their greatest one-day rainfall in over 120 years of recordkeeping and bested the record rains of the "Bulls Bay Hurricane" in 1916 and "Hazel" in 1954. On Sunday morning, October 9, Mullins reported a running event rainfall total of 15.06 inches. The Lumber, Little Pee Dee and Waccamaw rivers had swelled to a "Major Flood" condition and were rising. On Wednesday, October 12, the Little Pee Dee River at Galivant's Ferry rose to a record crest of 17.10 feet. The town of Nichols was submerged under the adjacent Lumber River floodwaters to what was described as "car and home windows deep." Non-elevated property along the Waccamaw River near and below Conway had to be abandoned. At 5:15 a.m. on Tuesday, October 18, the Waccamaw River near Conway reached an all-time record stage of 17.89 feet surpassing the flood of September 1928.

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Many riverside docks and decks, private or state-owned, had been swept away. On November 2, and after 25 days at or above flood stage (11 feet), the Waccamaw River near Conway subsided to below flood stage.

Wes Tyler
SC Assistant State Climatologist for Service

R 569

IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2015-CP-10-3013

2015 MAY 27 PM 2:50
JULIE J. ARHSTRONG
CLERK OF COURT
BY _____

Plaintiff,)

VS.)

COMPLAINT

Michelle G. Blank,)

Defendant.)

TO: ABOVE NAMED DEFENDANT:

The Plaintiff, Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust, complaining of the Defendant, would allege and show unto the Court the following:

1. That the Plaintiff is a resident of Charleston County, South Carolina.
2. That the Defendant is a resident of Charleston County, South Carolina.
3. That the Plaintiff owns property located at TMS #614-09-00-021, which is more particularly described in Exhibit "A" attached hereto and incorporated herein. The Plaintiff was conveyed this property from Synovous Bank on March 18, 2013 by deed recorded on March 22, 2013 in Book 0318 at Page 741 in the RMC Office for Charleston County.
4. That the Defendant owns property located at TMS #614-09-00-020, which is more particularly described in Exhibit "B" attached hereto and incorporated herein. The Defendant was conveyed this property from Donald W. Horton on February 28, 2005 by deed recorded on March 11, 2005 in Book 0528 at Page 456 in the RMC Office for Charleston County.
5. That these two properties share a property line.

2570

P-9

6. That the Defendant constructed a house after June 6, 2005 which encroaches across the shared property line and a portion of the house is located on the Plaintiff's property. That the Plaintiff did not give the Defendant permission to enter onto its land.

7. That the Plaintiff has attempted to resolve this matter without the court's assistance by offering to move the property line and give the Defendant additional land so the Defendant's house would not be encroaching onto the Plaintiff's property. The Plaintiff did not seek any monetary compensation or concessions from the Defendant with this offer.

8. The Defendant rejected this offer and wanted monetary compensation and other concessions from the Plaintiff by the Plaintiff agreeing to move the property line and give her additional property. The Defendant is being unreasonable.

**FOR A FIRST CAUSE OF ACTION
(Trespass)**

9. The Plaintiff incorporates the preceding paragraphs.

10. The Plaintiff is the owner of the property located at TMS #614-09-00-021, which is described in Exhibit "A". The Plaintiff was conveyed this property by Synovous Bank on March 18, 2013 by deed recorded on March 22, 2013 in Book 0318 at page 741 in the RMC Office for Charleston County. As such, the Plaintiff has legal possession and ownership of this property.

11. The Defendant constructed a house which crosses over the parties adjoining property line and a portion of the Defendant's house has entered onto the Plaintiff's property.

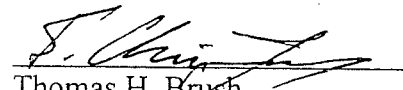
12. The Defendant did not have permission to erect part of her house on the Plaintiff's property.

13. The Plaintiff has suffered damages as a result of the Defendant's actions, which will be proven and shown at trial.

WHEREFORE, the Plaintiff PRAYS JUDGMENT:

- (a) for an Order of this Court requiring the Defendant to move her house off the Plaintiff's property;
- (b) against the Defendant for damages the Plaintiff has sustained together with reasonable attorney's fees and other costs of this action;
- (c) for such other relief as this court deems just and proper.

BRUSH & LANNING, P.A.


Thomas H. Brush
J. Chris Lanning
12-A Carriage Lane
Charleston, SC 29407
(843)766-5576
(843)766-9152
Attorney for the Plaintiff

Charleston, South Carolina
5/26, 2015

12572

Exhibit "A"

All that interest along the boundary line on the right of Lot 12 of that certain piece, parcel or tract of land, situate, lying and being in Charleston County, State of South Carolina, Copahee View Subdivision, shown and depicted on a plat entitled "Plat Showing a Property Line Adjustment between Lot 11, Block E (0.565 AC.) Property of Michele G. Blank & Lot 12, Block E (0.411 AC.), property of Gordon T. Timmons Exempt Family Trust, located in Copahee View Subdivision, Christ Church Parish, Charleston County, South Carolina" made by Lauren Maurice Wilder P.L.S. 29523 with Parker Land Survey, dated _____, and recorded _____, in Plat Cabinet _____, at Page _____.

SUBJECT to all restrictions, easements and rights-of-way of record and taxes for current year.

Being a portion of the same property conveyed to Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust by deed of Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina dated 03/18/2013 and recorded 03/22/2013 in the RMC Office for Charleston County in Book 0318 at Page 741.

TMS: 614-09-00-021

Q 573

Exhibit "B"

THAT certain lot, piece or parcel of land, situate, lying and being in Moultrie Middle School District No. 2, in the County of Charleston, State of South Carolina known and designated as LOT 11, as shown on a plat by Edwin C. Cuttino, RLS, 5768 dated November 1964, and revised April 1976, entitled, "COPAHEE VIEW SUBDIVISION, recorded September 12, 1978, in Plat Book AL, Page 77, in the RMC Office for Charleston County.

THE PROPERTY having such sizes, shapes, metes, bounds and dimensions as are more particularly shown on said plats, which are hereby made a part and parcel of their conveyance.

TMS # 614-09-00-020

Address:

Lot 11 Macoma Drive
Mt. Pleasant, SC 29466

2574

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL DISTRICT

CASE NUMBER 2015-CP-10-3013

Patricia A. Timmons, Trustee of the Gordon)
H. Timmons Exempt Family Trust,)

Plaintiff,)

-versus-)

Michele G. Blank,)

Defendant.)
_____)

FILED
2015 JUL 10 PM 2:28
JULIE J. ARMSTRONG
CLERK OF COURT

ANSWER

COMES NOW, MICHELE G. BLANK, THE DEFENDANT ABOVE-NAMED, BY AND THROUGH HER ATTORNEY, JENNIFER S. SMITH, ESQUIRE, AND ANSWERS THE COMPLAINT OF THE PLAINTIFF AS FOLLOWS:

1. The Defendant, Michele G. Blank (hereinafter "Ms. Blank") denies any allegation not hereinafter specifically admitted.
2. Ms. Blank has insufficient evident to admit or deny the allegations contained in Paragraph One (1).
3. Ms. Blank admits that she is a resident of Charleston County, South Carolina, as alleged by Plaintiff in Paragraph Two (2).
4. Regarding Plaintiff's allegations contained in Paragraph Three (3), Ms. Blank specifically denies that Plaintiff owns the property that is described in the Plaintiff's "Exhibit A" attached to the Plaintiff's Complaint. Based on information and belief, however, Ms. Blank admits that the public records reflect that the Plaintiff purchased its property from Columbus Bank and Trust Company by Deed recorded in Charleston County Register of Deeds in Book 0318 at Page 741, dated March 18, 2013 and recorded on March 22, 2013. A copy of that Deed is included as

"Exhibit A" and reflects the property conveyed therein to be captured on Plat Book AL, Page 77, recorded on September 12, 1978 in Charleston County Register of Deeds, a copy of that plat being included as "Exhibit B."

5. Regarding Plaintiff's allegations contained in Plaintiff's Paragraph Four (4), Ms. Blank admits that she purchased the property, which was a lot at the time of purchase, described in Plaintiff's "Exhibit B" from Donald W. Horton by Deed dated February 28, 2005 and recorded on March 11, 2005 in Charleston County Register of Deeds in Book O 528 at Page 456, re-recorded in Book B 551 at Page 387.

6. Regarding Plaintiff's allegations contained in Paragraph Five (5), Ms. Blank admits that the properties described in Plaintiff's Paragraphs 3 and 4 share a property line.

7. Regarding Plaintiff's allegations contained in Paragraph Six (6), Ms. Blank admits that she caused a house to be constructed on her lot as it is described in Number 5, above, in 2005, having obtained a construction loan for that purpose on April 13, 2005, and denies that her home encroaches on Plaintiff's property, further pointing out that Plaintiff did not own the adjacent property at the time Ms. Blank constructed her home.

8. Regarding Plaintiff's allegations contained in Paragraph Seven (7), Ms. Blank admits that on multiple occasions, Plaintiff sent a real estate agent with a quit claim deed and other blank Charleston County Planning Department documents and demanded that Ms. Blank sign the documents, alleging that Ms. Blank's home had been built on Plaintiff's property, which is not true. Further, Ms. Blank specifically denies that the Plaintiff's claim that Plaintiff did not demand concessions from her because the Plaintiff did demand concessions, namely, a portion of Ms. Blank's property for free.

9. Regarding Plaintiff's allegations contained in Paragraph Eight (8), Ms. Blank admits that she rejected Plaintiff's offer to give to Ms. Blank what belongs to Ms. Blank. Further, Ms. Blank specifically denies being unreasonable.

FOR A FIRST CAUSE OF ACTION

(Trespass)

10. The Defendant, Michele G. Blank (hereinafter "Ms. Blank") denies any allegation not hereinafter specifically admitted.

11. Plaintiff's Paragraph Nine (9) does not require a response from Ms. Blank, however, to the extent one is required, Ms. Blank specifically denies any allegations contained therein, and reincorporates any and all responses made thus far as if specifically made herein.

12. As to Plaintiff's allegation in Paragraph Ten (10), Ms. Blank specifically denies that Plaintiff owns the property that is described in the Plaintiff's "Exhibit A" attached to the Plaintiff's Complaint. Based on information and belief, however, Ms. Blank admits that the public records reflect that the Plaintiff purchased its property from Columbus Bank and Trust Company by Deed recorded in Charleston County Register of Deeds in Book 0318 at Page 741, dated March 18, 2013 and recorded on March 22, 2013. A copy of that Deed is included as "Exhibit A" and reflects the property conveyed therein to be captured on Plat Book AL, Page 77, recorded on September 12, 1978 in Charleston County Register of Deeds, a copy of that plat being included as "Exhibit B." Further, Ms. Blank denies that the Plaintiff has legal possession and ownership of property as described in Plaintiff's "Exhibit A" and avers instead that the Plaintiff has legal ownership but not physical possession of property described in Ms. Blank's attached "Exhibit A."

13. Ms. Blank specifically denies Plaintiff's allegations contained in Paragraph Eleven (11).

14. As to Plaintiff's allegations contained in Paragraph Twelve (12), Ms. Blank specifically avers that she did not and does not require Plaintiff's permission to build a house on her own property, that the Plaintiff or any lineal ancestor did not own the neighboring property at the time Ms. Blank built her home, and to the extent that any further response is required, denies all allegations in this paragraph in full.

15. As to Plaintiff's allegations contained in Paragraph Thirteen (13), Ms. Blank specifically denies any and all allegations contained therein.

DEFENSES

(Defense of Legal Title and Adverse Possession)

(Background)

16. The Defendant, Michele G. Blank (hereinafter "Ms. Blank") denies any allegation not hereinafter specifically admitted.

17. Plaintiff alleges that Ms. Blank has built her home, fence and driveway over a shared property line with the Plaintiff's lot, and further that Ms. Blank is incorrectly claiming a shared slice of property in the back corner of the lots for herself that Plaintiff claims to be hers.

18. By way of background for the Court, Ms. Blank owns Lot 11 as reflected on Plat Book AL at Page 77. The Plaintiff owns the neighboring Lot 12. There is a shared property line between Ms. Blank and the Plaintiff's lots. Both lots were purchased by Plaintiff and Ms. Blank based on the same plat, Plat Book AL at Page 77. The basis of Plaintiff claim is that Ms. Blank's home, fence and driveway encroach on Plaintiff's Lot 12.

19. However, the dimensions of Lot 11 have been confirmed by three (3) separate surveys, Plat Book AL at Page 77, enclosed as "Exhibit B," and two (2) site plans enclosed as "Exhibit

C.” Further, the lot dimensions conform to Charleston County’s stated dimensions of Lot 11 in the county property record cards (attached as “Exhibit D”).

(Defense of Legal Title and Adverse Possession)

20. The Defendant, Michele G. Blank (hereinafter “Ms. Blank”) denies any allegation not hereinafter specifically admitted.

21. By way of first affirmative defense, Ms. Blank avers and confirms that she has actual and legal possession of the property in question, physically and by deed, with reference to a plat of this property showing the boundary lines as consistent with her use of the property in question.

22. By way of second affirmative defense, Ms. Blank’s use of this property has extended beyond the ten (10) year statutory requirement of S.C. Code Ann. Section 15-67-10, *et seq.* and the common law of the State of South Carolina. Ms. Blank purchased Lot 11 in February 2005 relying on a plat that shows property dimensions that Ms. Blank has relied on for over 10 years. Further, Ms. Blank purchased Lot 11 with the intent to build a home on that lot, began lot preparation shortly after purchasing, obtained a construction loan for that purpose in April 2005 and commenced actual construction on or about June 2005.

23. Ms. Blank’s possession and use of the entire property in question has been open, notorious, hostile, continuous, and exclusive, with absolutely no challenges, legal or otherwise, to any portion of the shared property line between Lots 11 and 12 by any of the multiple prior owners of what is now Plaintiff’s Lot 12 over the past ten (10) years, including by the Plaintiff at the time of her purchase in 2013.

24. Further, Ms. Blank has consistently used the property along the disputed line consistent with allowable usage of the property, as follows:

- a. The front portion along the disputed property line has served as Ms. Blank's driveway since purchasing this property in February 2005, with a parking area, and storage since commencing lot preparation for building in March 2005.
- b. The middle portion is used by Ms. Blank at the appropriate set-back line by her house, deck and fence since building began in spring 2005.
- c. The back portion of the lot is subject to flooding and has a drainage ditch crossing it, making that portion of Ms. Blank's property not desirable for building or cultivating at any point in time, particularly given that a significant portion of the back side of Ms. Blank's lot has been rendered unusable by an OCRM critical line and tidal marsh. However, Ms. Blank has regularly hiked, bird watched and managed overgrowth in this back section since her purchase of Lot 11 in February 2005.

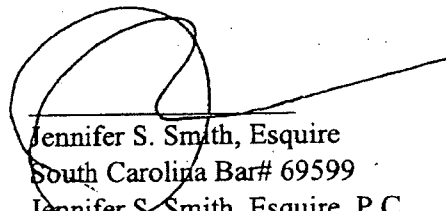
PRAYER FOR RELIEF

THE DEFENDANT, Michele G. Blank, now having appeared, affirms all answers above-stated and has made following affirmative defenses to the Plaintiff's Suit, and asserts that the property that is the subject of this action is in fact wholly hers in title and otherwise.

FURTHER, Defendant Ms. Blank demands that this action be dismissed as the Plaintiff has wantonly ignored the proper and well-documented occupation by Ms. Blank of this property as her own; Plaintiff has further failed to offer interventions and has ignored reasonable efforts by Ms. Blank to settle the disputed boundary line; and Plaintiff has disturbed Ms. Blank's quiet enjoyment of her property.

NOW, WHEREFORE, the Defendant Michele Blank has entered and answered the Complaint and prays that this Honorable Court inquire into the matters as set forth herein and that the Court give the relief demanded herein and other such relief as the Court deems appropriate.

Respectfully submitted,



Jennifer S. Smith, Esquire
South Carolina Bar# 69599
Jennifer S. Smith, Esquire, P.C.
260 West Coleman Boulevard, Suite B
Mount Pleasant, South Carolina 29464
O: 843.856.1444
F: 866.363.3201

Mount Pleasant, South Carolina



BP0318741

AFTER RECORDING PLEASE RETURN DOCUMENT TO:

Jenny Home Law Firm, LLC
107 South Main Street
Summerville, SC 29483

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

LIMITED WARRANTY DEED
(TITLE TO REAL ESTATE)

RR13-0033

KNOW ALL MEN BY THESE PRESENTS, THAT

Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina (hereinafter "Grantor") in the State aforesaid, for and in consideration of the sum of Thirty Seven Thousand Two Hundred and 00/100 (\$37,200.00), actual consideration, to it in hand paid at and before the sealing of these presents by Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust, (hereinafter "Grantee") the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust, Its Successors and Assigns forever, the following described real property, to wit:

LEGAL DESCRIPTION:

All that lot, piece, parcel of land, situate, lying and being in the County of Charleston, State of South Carolina and known as Lot 12, Block E, Section 1, Copahee View Subdivision on a plat made by Edwin C. Cuttino and A.L. Glen, Revised by G.E. Lohr, April, 1976 and recorded September 12, 1978 in Plat Book AL, at Page 77 in the RMC Office for Charleston County; said lot having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully and at large appear.

Property Address: 1596 Macoma Drive, Mount Pleasant, SC 29466

This deed prepared by Korn Law Firm, PA, 1300 Pickens Street, Columbia, SC 29201

This being the same property conveyed to Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina by Deed (Public Sale) of Mikell R. Scarborough as Master in Equity for Charleston County recorded 08/15/11 in Book 202, Page 315 in aforesaid county.

TMS#: 614-09-00-021

GRANTEE'S ADDRESS: 247 Hill Branch Road, Ridgeville, SC 29472

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, Its Successors and Assigns forever, and the Grantor does hereby covenant with Grantee that Grantor has done nothing to impair such title as Grantor received it except as provided herein, does by and for itself, its successors and assigns, warrant and promise forever to defend all and singular the said premises and title unto Grantee, its successors and assigns, against itself and its successors and assigns and all persons claiming by, under or through Grantor.

WITNESS its hand(s) and seal(s) this 18th day of March, 2013.

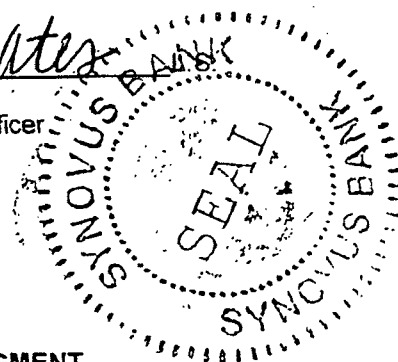
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Synovus Bank, formerly known as
Columbus Bank and Trust Company, as
successor in interest through name
change and merger with The National
Bank of South Carolina

[Signature]
(Witness #1)

[Signature]
By: Teresa M. Oates
Its: Managed Assets Officer

[Signature]
(Witness #2)



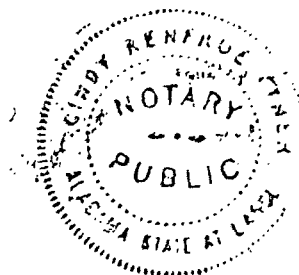
STATE OF ALABAMA
COUNTY OF MONTGOMERY

ACKNOWLEDGMENT

RR13-0033

I, the undersigned Notary Public, do certify that Teresa M. Oates on behalf of Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal the 18th day of March, 2013.



[Signature]
Notary Public in and for the State of Alabama
My commission expires: 9-27-2014

2583

STATE OF ALABAMA
COUNTY OF MONTGOMERY

AFFIDAVIT

RR13-0033

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

1. I have read the information on this affidavit and I understand such information.
2. The property located at **1596 Macoma Drive, Mount Pleasant, SC 29466**, bearing Tax Map Number 614-09-00-021 was transferred by Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina, to Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust
3. Check one of the following: The DEED is
 - (a) XXXX subject to the deed recording fees as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT FROM RECORDING FEES AS FOLLOWS:
4. Complete the following if either item 3(a) or 3(b) above has been checked.

(a) \$ 37,200.00 The fee is computed on the consideration paid or to be paid in money or money's worth.
5. Check YES _____ or NO xxxxx to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.

12584

6. The DEED Recording Fee is computed as follows:
- (a) \$37,200.00 the amount listed in item 4 above.
- (b) \$ _____ the amount listed in item 5 above.
- (c) \$37,200.00 subtract Line 6(b) from Line 6(a).
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee is \$138.75.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected to the transaction as: GRANTOR.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina

Teresa M. Oates

By: Teresa M. Oates
Its: Managed Assets Officer

SWORN to before me this 18th
Day of March, 2013

Cindy R. Jaffer
Notary Public in and for the State of Alabama
My Commission Expires: 9-27-2014



12585

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

JENNY A HORNE

107 SOUTH MAIN ST
SUMMERVILLE SC 29483

RECORDED

Date: March 22, 2013

Time: 1:55:22 PM

Book	Page	DocType
0318	741	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:

SYNOVUS BANK

RECIPIENT:

TIMMONS PATRICIA A TR AL

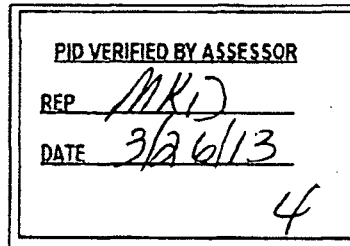
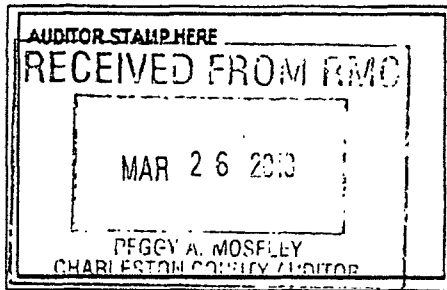
Note:

of Pages: 5

Recording Fee	\$ 10.00
State Fee	\$ 97.50
County Fee	\$ 41.25
Extra Pages	\$ -
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 148.75

Original Book:

Original Page:



DRAWER CLERK
Drawer 1
KLH

Lot 12 BK A



0318
Book



741
Page



03/22/2013
Recorded Date



5
Pgs



Original Book



Original Page



D
Doc Type



13:55:22
Recorded Time

12586

Exhibit B.

11-11-76

I, A. ALLEN, A REGISTERED LAND SURVEYOR
IN THE STATE OF SOUTH CAROLINA, DO HEREBY
CERTIFY THAT I HAVE SURVEYED THE LOTS AND ROADS
ON THE ABOVE AND THE DISTANCES AS SHOWN.

RECORDED IN THE PUBLIC RECORDS OF THE
COUNTY OF CHARLES COUNTY, SOUTH CAROLINA
BOOK 111, PAGE 111

APPROVED BY THE COUNTY ENGINEER
AS DIRECTED

CLERK, CHARLES COUNTY COUNCIL

WITHOUT PLANNING BOARD CONSIDERATION
DIRECTOR OF PLANNING

DATE: 18 SEPTEMBER 1976

APPLICATION NUMBER - NONE

NOTES

1. Approval of these plans does not give or indicate approval by the Department of Public Works for the use or elevations of any lots shown herein.
2. All lots are to be filed to a minimum of one foot above the bottom of the roadway ditch (or the right-of-way line), and grades to drain in accordance with the County Road Code.

OWNER'S DECLARATION

By the recording of this plat, we, the owners, of this property do hereby declare the roads and drainage easements shown herein to be the use of the public forever.

John M. Pritchard *James B. Pritchard*
John M. Pritchard James B. Pritchard

I, EDWIN C. CUTTING, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH CAROLINA, HEREBY CERTIFY THAT I HAVE SURVEYED THE STREETS AND DRAINAGE EASEMENTS SHOWN HEREON, AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE EASEMENTS AND DRAINAGE EASEMENTS AND THAT ALL OF THE NECESSARY MARKERS HAVE BEEN INSTALLED AND THAT THE PRECISION IS 1:1000.

Edwin C. Cutting
EDWIN C. CUTTING, S. L. S. 5760

I, B. E. LOHR, CERTIFY THAT THIS IS A PLAT OF THE PROPERTY BOUNDARIES FROM A MAP OF CORAMEE VIEW, SECTION ONE, T. 11 N., R. 10 E., AND DATED NOVEMBER, 1964 - DRAINAGE EASEMENTS AND ROADS REVISED AND SURVEYED BY ME - DEC. 1976.



R/W CURVE DATA

DATA	Δ	R	L	T
A-1	12° 25' 00"	131.52	74.09	17.72
A-2	12° 25' 00"	131.52	74.09	17.72
B-1	12° 25' 00"	131.52	74.09	17.72
B-2	12° 25' 00"	131.52	74.09	17.72
C-1	12° 25' 00"	131.52	74.09	17.72
C-2	12° 25' 00"	131.52	74.09	17.72
D-1	12° 25' 00"	131.52	74.09	17.72
D-2	12° 25' 00"	131.52	74.09	17.72
E-1	12° 25' 00"	131.52	74.09	17.72
E-2	12° 25' 00"	131.52	74.09	17.72
F-1	12° 25' 00"	131.52	74.09	17.72
F-2	12° 25' 00"	131.52	74.09	17.72
G-1	12° 25' 00"	131.52	74.09	17.72
G-2	12° 25' 00"	131.52	74.09	17.72
H-1	12° 25' 00"	131.52	74.09	17.72
H-2	12° 25' 00"	131.52	74.09	17.72
I-1	12° 25' 00"	131.52	74.09	17.72
I-2	12° 25' 00"	131.52	74.09	17.72
J-1	12° 25' 00"	131.52	74.09	17.72
J-2	12° 25' 00"	131.52	74.09	17.72
K-1	12° 25' 00"	131.52	74.09	17.72
K-2	12° 25' 00"	131.52	74.09	17.72
L-1	12° 25' 00"	131.52	74.09	17.72
L-2	12° 25' 00"	131.52	74.09	17.72

CORAMEE VIEW SUBDIVISION

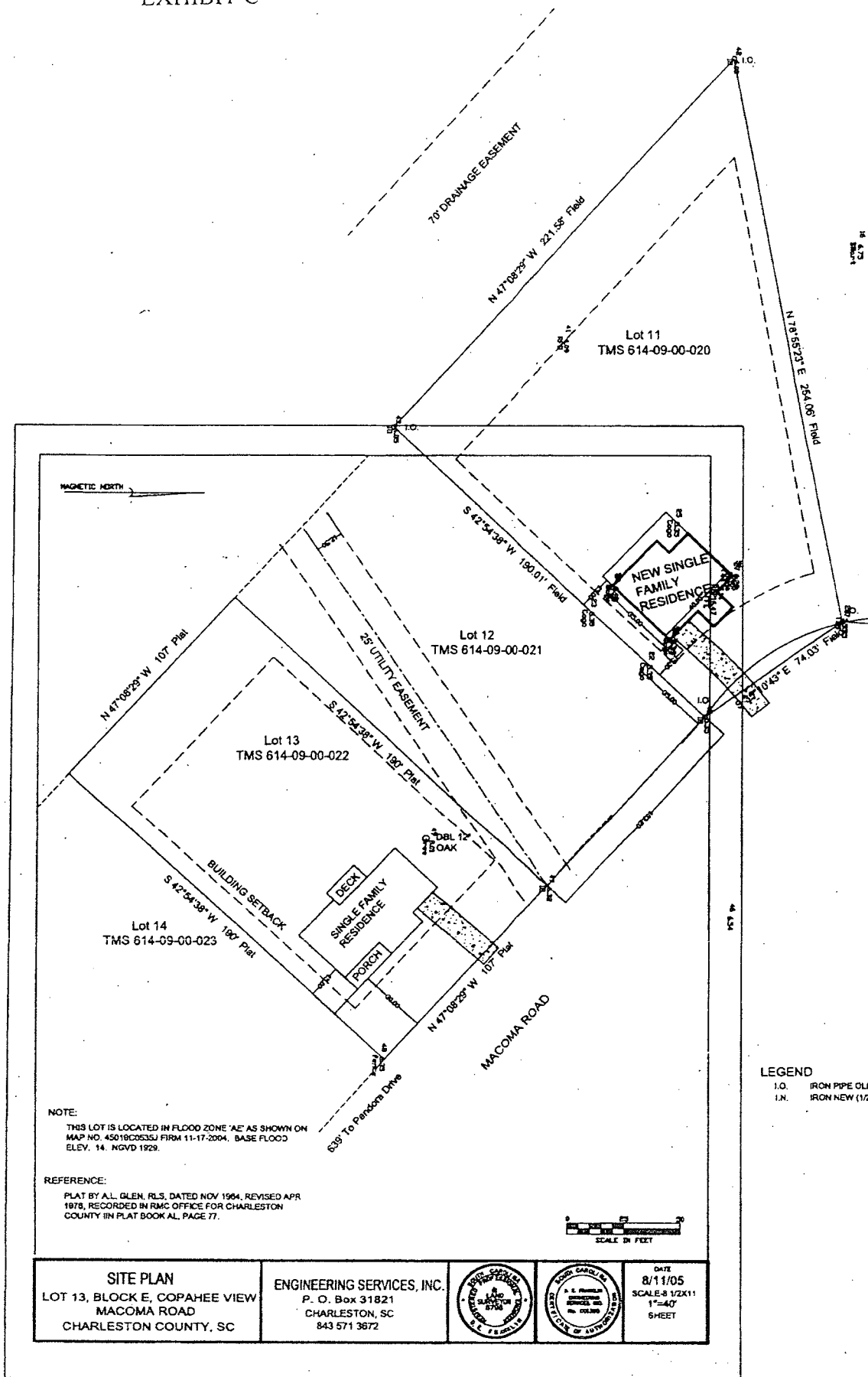
CHRIST CHURCH PARISH - CHARLES COUNTY - SOUTH CAROLINA - NOV. 1964 - REVISED APR. 1976

SECTION ONE, T. 11 N., R. 10 E.

B. E. Lohr Company

EXHIBIT B

EXHIBIT C



2588

EXHIBIT D

CHARLESTON COUNTY, SC

Land

Property ID (PIN)
1 of 1

Records

Overview

Parcel

Land

Improvements

Sales Disclosure

Pay Taxes

Search by

Property ID (PIN)

Street Address

Legal Description

Sales

Owner Name

Functions

Homepage

Real Property

Personal Property

Motor Vehicle

Shopping Cart

Help

Feedback

County Login

Property ID
(PIN)

Alternate
ID: (AIN)

Parcel Address

Data
refreshed
as of

Assess
Year

Pay
Year

6140900020

1600 MACOMA RD, MT
PLEASANT

6/27/2015 2014 2014

Land Description

Legally Deeded Acreage .0000

Legal Description

Subdivision Name -COPAHEE DR Description -BLOCK E
Site Name -COPAHEE VIEW PlatSuffix AL-77 PolTwp
002

Land Type: 10 Residential Primary

Effective Frontage 120.0 Actual Frontage .0

Effective Depth 210.0

Acreage .58

Square Footage 25200.00

Soil ID

Print First Previous Next Last

2589

12590

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL DISTRICT

CASE NUMBER 2015-CP-10-3013

Patricia A. Timmons, Trustee of the Gordon)
H. Timmons Exempt Family Trust,)

Plaintiff,)

-versus-)

Michele G. Blank,)

Defendant.)
_____)

FILED
2016 APR 25 PM 4:18
JULIE J. ARMSSTRONG
CLERK OF COURT
BY _____

**DEFENDANT'S MOTION
FOR SUMMARY JUDGMENT**

PLEASE TAKE NOTICE that on May 2, 2016 at 3:00 PM, Defendant Michelle G. Blank by her counsel, Jennifer Smith, Esq. shall move before the Master in Equity for the Ninth Judicial Circuit at the Charleston County Courthouse, 100 Broad Street, Charleston, SC 29401 for an Order of Dismissing the Complaint pursuant to SCRCP 56. Defendant relies upon the pleadings on file, the Affidavits of David Franklin, P.E. & L.S., Kenneth Westerhoff and the Memorandum of Law contained herein.

PRELIMINARY STATEMENT

In this trespass action, Plaintiff Trustee asserts that Defendant's house and driveway encroach on the Trust's property based upon its surveyor's interpretation of the Recorded Plat in locating the common boundary line between the Trust's property and the Defendant's property. It is not disputed that Plaintiff's surveyor relied upon scaling of the Recorded Plat in 2015 which its representatives admitted was inaccurate and that Defendant's surveyor properly located the boundary line based upon physical evidence in the form of iron pipes representing the property corners which he found ten years earlier in 2005.

FACTS RELATING TO THIS MOTION

Defendant Michelle Blank purchased Lot 11 in the Copahee Subdivision on February 28, 2005. Appendix A. The legal description of Defendant's lot contained in the Deed refers to a Recorded Plat made by Edwin C. Cuttino and revised April 1976, recorded September 12, 1978 in Plat Book AL, at Page 77. Id. Defendant retained David E. Franklin, P.E. & L.S., who had surveyed other lots in the Copahee Subdivision to prepare a Site Plan for the home she intended to have constructed by the same developer from whom she purchased the lot. See Affidavit of David Franklin, Para. 2. Mr. Franklin has been a land surveyor in South Carolina working with subdivisions and site plans since approximately 1975. Id.

In order to prepare a preliminary Site Plan, Franklin obtained a copy of the Recorded Plat. Id. Exhibit A. The Plat contains Certifications from two Licensed Surveyors: Edwin C. Cuttino who certified as to the accuracy of the street dimensions and drainage easements and that all markers had been installed; and G.E. Lohr who certified that the Plat represented the property boundaries as contained in the original A.L. Glen Plat dated November 1964 with revised roads and drainage easements as surveyed by Lohr. Id. Franklin noted that contrary to the custom in preparing such plats, neither surveyor stated that all of the property corners had been marked and staked. Franklin Affidavit, Para. 3. Franklin also noted that the Recorded Plat did not contain a Certification that it had been reviewed and approved by the Charleston County Planning Board as was customary. Id. Using the Recorded Plat, Franklin prepared a preliminary Site Plan showing the location of the proposed house. Id. Exhibit B.

Based upon the deficiencies on the face of the Plat and to insure the accuracy of the Site Plan, Franklin performed a field survey of Lot 11 in June 2005 and located the four property corners identified by iron pipes. Id. Para. 4. Based upon the results of his field survey, Franklin determined that the

dimensions of Lot 11 did not correspond to the (scaled) dimensions of the Plat and thus it could not be relied upon to determine the property boundaries. He revised the preliminary Site Plan based upon the results of his field survey. Id. Para 4, & Exhibit C. In particular, Franklin adjusted the front line dimension initially scaled as 54.4' from the Plat to 74.03' to reflect the actual location of the property corners. The house location shown on the preliminary Site Plan also had to be changed because of the presence of wetlands which he observed in the field and which were not shown on the Plat. Id. Franklin also located the front property corners on adjacent Lot 12 and 13 but did not find any monuments along the front property line of Lot 12 as shown on the Plat to mark the road. Id. Lot 11 was staked at the time Franklin surveyed it. See Affidavit of Kevin Westendorff and Appendix G, photograph of lot pre-construction.

In reliance on the Franklin survey, Defendant commenced construction of her later that year and after it was completed and she has resided there continuously since then.

In 2013, Plaintiff acquired Lot 12 in the Copahee Subdivision. Appendix B. The basis for Plaintiff's allegation of trespass, as determined in discovery, are surveys of Lot 12 prepared by Parker Land Surveying (PLS) in 2015, ten years after the Franklin survey. Matthew Beasley, PLS's project manager is not licensed as a surveyor. Appendix C, Deposition of Matthew Beasley, Page 7, line 22-24, page 16, line 25 to 17 line 2. Beasley testified that the PLS field crew was able to locate only one corner of Lot 12 and did not locate either of the front corners or one back corner. Id. page 18, line 21 to page 19, line 14; page 41, line 12-16. The PLS crew did not try to locate the outer boundaries of the Copahee Subdivision as a point of reference. Id. page 47, line 16-19.

Beasley stated that a March 2, 2015 Preliminary Survey was prepared based upon scaling of the front boundary of Lot 12 even though the Recorded Plat contains the dimension

of 103.2'. Id. at page 34, line 8-14; page 40, line 3-19; page 42, line 17-19 ; page 45, line 9-16. If the 103.2' shown on the Plat was used as the front property line of Lot 12, Beasley conceded that Defendant's house and driveway would not encroach on Lot 12. Id. page 60, line 5-11. Also if his interpretation of the size of Lot 11 is correct this affects the boundaries of Lots 8 to 10 as well; and if not those boundaries stay as shown on the Recorded Plat. Id. at page 90, line 3-8.

Beasley admitted that the SCE&G easement shown on the Recorded Plat which traverses Lot 12 was scaled at 20' even though the same easement on the other side of Macoma Drive was labeled as 25'. Id. page 55, line 20 to 25; page 57, line 10 to 15. Beasley acknowledged that scaling was the last means to determine property boundaries and inferior to the location of corners. Id. at page 36, line 25 to page 37, line 6. Moreover,, Beasley admitted that there were many examples of lots the Recorded Plat where the distances did not scale according to the dimensions provided. Id. at page 73, line 11 to page 75, line 17; page 77, line 4 to page 79 line 21; page 86, line 5 to page 88, line 7. He further acknowledged that there was an anomaly in the Recorded Plat such that he could not configure lot 23. Id. page 85, line 1-5.

Beasley recently prepared a reformatted version of the Recorded Plat. Id. at page 23 line 3 -17; Appendix D Reformatted Plat. Cleve Gillette, Vice President of PLS and a licensed surveyor had asked Beasley to prepare the reformatted Plat showing the location of the property corners found on all of the lots on Macoma Street compared to the dimensions shown on the Recorded Plat. Appendix E, Deposition of Cleve Gillette, page 3, line 19 to page 4, line 10; page 16, line 9-16. This document shows that the property corners of many of the lots including Lots 8 through 14 were not where they should on the Recorded Plat by scaling. Gillette stated that they would not have expected the type of deviation that was shown on the reformatted plat, including lots 10 and 11. Id. at page 20, line 18-22; page 22, line 3 to page 23, line 7. Gillette agreed that

the front property line of Lot 12 shown on the various PLS surveys had been determined by scaling. Id. page 48, line 22 to page 49, line 1.

Based upon the results of this technique, Beasley directed the PLS crew to stake the Lot 12 front right boundary corner in the middle of Defendant's driveway and the right rear boundary approximately 15' inside Lot 11 from the original staked corner located by Franklin in 2005.

Franklin returned to the property in 2016 because Parker Land Surveying had relocated the boundary line of Lot 12 to encroach upon Ms. Blank's driveway. When he visited the site he found that the iron pipes that he had located in 2005 had been moved and reset them. Franklin Affidavit, Para. 5 and Exhibit D.

LEGAL ARGUMENT

SUMMARY JUDGMENT SHOULD BE GRANTED WHERE THE FACTS ARE NOT REASONABLY SUBJECT TO DISPUTE AND THE LAW IS CLEAR

Under SCRCP 56, summary judgment is proper when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Bayle v. South Carolina Dep't of Transp., 344 S.C. 115, 119 S.E.2d 736, 738 (Ct. App. 2001), cert. denied; See also Bruce v. Durney, 341 S.C. 563, 534 S.E.2d 720 (Ct. App. 2000) (holding a motion for summary judgment shall be granted if pleadings, depositions, answers to interrogatories and admissions on file, together with affidavits, if any, show there is no genuine issue as to any material fact and moving party is entitled to judgment as a matter of law). The party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Baughman v. A.T. & T., 306 S.C. 101, 115, 410 S.E.2d 545. (1991). With respect to an issue upon which the nonmoving party has the burden of proof, this initial responsibility

may be discharged by pointing out to the trial court that there is an absence of evidence to support the nonmoving party's case. *Id.* Once the moving party carries its initial burden, the "opposing party must, under Rule 56(e), 'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with specific facts showing that there is a genuine issue for trial.'" *Id.* (citation omitted). The party opposing summary judgment cannot simply rest on mere allegations or denials contained in the pleadings. *Id.*; George v. Empire Fire & Marine Ins. Co., 344 S.C. 582, 545 S.E.2d 500 (2001).

The location of boundaries is a question of evidence and there are rules as to the priority of the evidence: first natural boundaries, then monuments, adjacent boundaries and finally courses and distances. Connor v Johnson, 59 S.C. 115, 37 S.E. 2d 240 (1900). The established corners and marked lines represent the survey as actually made and are the best evidence of the true location. South Carolina Jurisprudence, Boundaries, Section 1 at page 6. Courses and distances may be disregarded if in conflict with surveyor's marks. Sturgeon v Floyd, 3 Rich. 80 (App. L. 1846).

Defendant's surveyor Franklin found ample physical evidence in the field – monuments on corners and flagged stakes along the lines between those corners, and referenced them in a comprehensive survey covering several lots prepared in 2005. The property line in controversy was clearly flagged and documented in date-stamped photographs. Based upon the physical evidence then available, Defendant's home was constructed. Ten years later Plaintiff's surveyors by scaling the dimension of Lot 12 from the Recorded Plat moved the property line found by Franklin 15' further into Defendant's property.

Both PLS employees agreed that there were many examples of inaccuracies in the Recorded Plat between the dimensions shown and the scaled distances. PLS employees Beasley

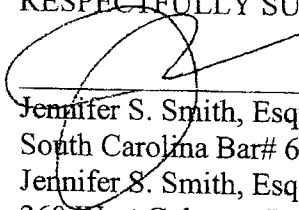
and Gillette agreed that scaling is not the preferred method by which to determine the boundaries of a property. Where surveys or plats are unclear and there are existing monuments on the ground marking dimensions, the placement of the existing monuments on the ground controls. Defendant contends that Summary Judgment should be granted because there are no facts in dispute. Franklin determined Defendant's property corners by actually locating the iron pipes in the ground, the preferred method. Plaintiff's surveyors relied upon scaling the least reliable method. It is undisputed that the Recorded Plat for Copahee Subdivision is unreliable for confirming property corners. It does not scale and it does not provide the usual and customary certification of property corners. It does not provide metes and bounds.

The law is clear that the more reliable method is to be used in locating property boundaries. The law is clear that scaling is the least reliable and the PLS employees agreed that the Recorded Plat has many dimensions which do not scale accurately on the Recorded Plat. There are no issues of disputed fact because the Recorded Plat does not permit scaling to be used as a reliable means to locate property corners. Accordingly, summary judgment should be granted.

CONCLUSION

For the reasons expressed above, Defendant, Michele G. Blank, respectfully asks the Court to grant summary judgment dismissing this case and awarding her costs, to be paid by the Plaintiff.

RESPECTFULLY SUBMITTED,


Jennifer S. Smith, Esquire
South Carolina Bar# 69599
Jennifer S. Smith, Esquire, P.C.
260 West Coleman Boulevard, Suite B
Mount Pleasant, South Carolina 29464
O: 843.856.1444 F: 866.363.3201

Mount Pleasant, South Carolina
April 22, 2016

TIMMONS V BLANK, 2015 CP10-3013

APPENDIX

- A. Deed to Lot 11, Copahee Subdivision dated February 28, 2005 from David Horton to Michelle Blank
- B. Deed to Lot 12 Copahee Subdivision dated March 13, 2013 from Synovus Bank to Patricia Timmons Trustee
- C. Deposition of Matthew Beasley (excerpts)
- D. Reformatted Plat
- E. Deposition of Cleve Gilette (excerpts)
- F. Photograph of lot, pre-construction
- G. Parker Land Surveying Plat, dated March 2, 2015

Re-Recorded to correct legal description. Appendix A
Re-Recorded
BK B 551 PG 383

BK 0 528 PG 456

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

GENERAL WARRANTY DEED

KNOW ALL BY THESE PRESENTS THAT DONALD W. HORTON, hereinafter referred to as the "Grantor", in the State aforesaid, in consideration of the sum of Fifty Thousand Dollars and no/100 (\$50,000.00) Dollars, to Grantor well and truly paid by MICHELE G. BLANK, hereinafter referred as "Grantee", at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release until the said Grantee all of his interest in and to the following:

DESCRIPTION: For a legal description of the premises being conveyed herein, see Exhibit A, attached hereto and incorporated herein by reference.

ASSESSOR'S TAX MAP REFERENCE:

DERIVATION: THIS BEING the same property as conveyed to Donald W. Horton by Deed of Pritchard & Company, Inc. and Harold I. Sherman dated February 17, 2005 and filed simultaneously herewith in the RMC Office for Charleston County, SC.

THIS CONVEYANCE IS MADE SUBJECT TO: All conditions, covenants, easements, restrictions and rights-of-way indicated by instruments, including plats, of record, and to all applicable zoning or other land use regulations or restrictions of any political subdivision in which the subject property is situate.

GRANTEE'S MAILING ADDRESS: For the purposes of this instrument, the Grantees' mailing address is:

~~170 Revolution Drive~~ P.O. Box 1687
Mt. Pleasant, SC 29464 29465

Together with all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all singular the premises before mentioned unto Grantee, Grantee's heirs and assigns forever.

Re-Recorded
BK B 551 PG 384

BK 0 528 PG 457

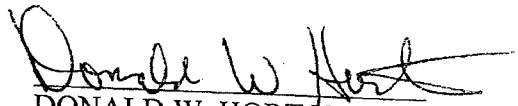
And Grantor does hereby bind Grantor and Grantor's heirs and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's heirs and assigns, against Grantor and Grantor's heirs and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

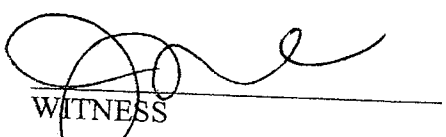
WITNESS the Grantors hand and seal this Twenty Eighth (28th) day of February, in the year of our Lord two thousand five, and in the two hundred twenty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:


WITNESS


DONALD W. HORTON

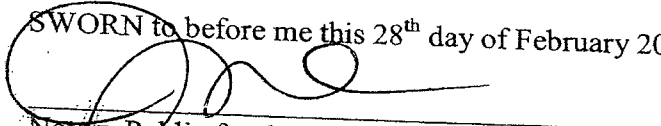

WITNESS

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the above-named Grantors, by and through the above-named agents, personally appeared before me this 28th day of February, 2005 and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 28th day of February 2005.


Notary Public for the State of South Carolina
My Commission Expires: May 23, 2013.

P 600

EXHIBIT A

ALL that lot, piece or parcel of land, situate, lying and being in the County of Charleston, State of South Carolina, and known as LOT 11, Block E, SECTION 1, Copahee View Subdivision, and a plat made by Edwin C. Cuttino and A.L. Glen, dated November, 1964 and revised by G.E. Lohr, April, 1976 and recorded September 12, 1978 in Plat Book AL, Page 77 in the RMC Office for Charleston County; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

SUBJECT TO all easements, covenants and restrictions of record.

TMS#: 614-09-00-020

2601

BK B

Re-Recorded
551 PG 386

BK O 528 PG 459

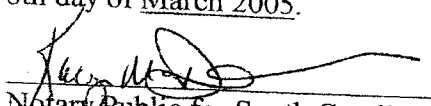
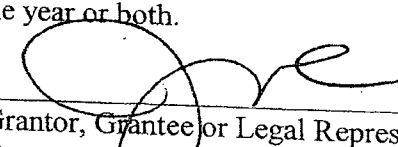
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

Date of Transfer: February 28, 2005

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

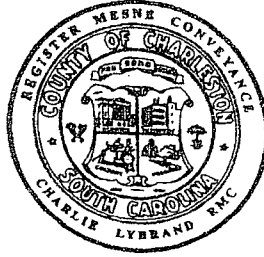
1. I have read the information on this Affidavit and I understand such information.
2. The property is being conveyed **BY** Donald W. Horton **TO** Michele G. Blank **ON** February 28, 2005.
3. Check one of the following: **The deed is:**
 - (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption #12) (Explanation, if required If exempt, please skip items 4-6 and go to Item #7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) XX fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$50,000.00.
 - (b) _____ The fee is computed on the fair market value of the realty, which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check YES _____ or NO XX to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is _____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$50,000.00 the amount listed in Item #4 above
 - (b) \$ _____ 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$50,000.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Settlement Agent.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
8th day of March 2005.
Notary Public for South CarolinaMy Commission expires: January 11, 2012
Grantor, Grantee or Legal Representative Connected with this
TransactionJennifer Smith Brookshire
Print or Type Name Here

2602

BK B

Re-Recorded
551 PG387



BK 0 528PG460

RECORDER'S PAGE

This page Must remain with
the original document.

Futeral & Bro... LLC
1004 Anna Knaapp Blvd. Ste. 3
Mt. Pleasant, SC 29464
Futeral & Bro...shire, LLC
1004 Anna Knaapp Blvd. Ste. 3
Mt. Pleasant, SC 29464

Recording

Fee

10.00

State

Fee

130.00

County

Fee

55.00

Postage

TOTAL

195.00 B

FILED

0528-456

2005 MAR 11 AM 11:54

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP

200

DATE

3/28/05

RECEIVED FROM RMC

3/28/05

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

R603

Re-Recorded
BNB 551 PG388



RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

Brookshire Law Firm
1459 Stuart Engals Blvd.
Suite 203-A
Mt. Pleasant SC 29464

Re-Recorded
FILED
August 26, 2005
3:57:01 PM
BNB 551 PG388
Charlie Lybrand, Register
Charleston County, SC

DESCRIPTION	AMOUNT
	Re-Record
Recording Fee	\$ 10.00
State Fee	
County Fee	
Postage	

TOTAL	\$ 10.00

\$ Amount (in thousands):

DRAWER: B

AUDITOR STAMP HERE

RECEIVED FROM RMC

SEP 27 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP *POS*
DATE *9/27/05*

DO NOT STAMP BELOW THIS LINE

R604



Jenny Horne Law Firm, LLC
107 South Main Street
Summerville, SC 29483

Appendix B

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

**LIMITED WARRANTY DEED
(TITLE TO REAL ESTATE)**

RR13-0033

KNOW ALL MEN BY THESE PRESENTS, THAT

Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina (hereinafter "Grantor") in the State aforesaid, for and in consideration of the sum of Thirty Seven Thousand Two Hundred and 00/100 (\$37,200.00), actual consideration, to it in hand paid at and before the sealing of these presents by Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust, (hereinafter "Grantee") the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust, Its Successors and Assigns forever, the following described real property, to wit:

LEGAL DESCRIPTION:

All that lot, piece, parcel of land, situate, lying and being in the County of Charleston, State of South Carolina and known as Lot 12, Block E, Section 1, Copahee View Subdivision on a plat made by Edwin C. Cuttino and A.L. Glen, Revised by G.E. Lohr, April, 1976 and recorded September 12, 1978 in Plat Book AL, at Page 77 in the RMC Office for Charleston County; said lot having such size, shape, dimensions, butting and boundings as will by reference to said plat more fully and at large appear.

Property Address: 1596 Macoma Drive, Mount Pleasant, SC 29466

This deed prepared by Korn Law Firm, PA, 1300 Pickens Street, Columbia, SC 29201

This being the same property conveyed to Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina by Deed (Public Sale) of Mikell R. Scarborough as Master in Equity for Charleston County recorded 08/15/11 in Book 202, Page 315 in aforesaid county.

TMS#: 614-09-00-021

GRANTEE'S ADDRESS: 247 Hill Branch Road, Ridgeville, SC 29472

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

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

2605

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its Successors and Assigns forever, and the Grantor does hereby covenant with Grantee that Grantor has done nothing to impair such title as Grantor received it except as provided herein, does by and for itself, its successors and assigns, warrant and promise forever to defend all and singular the said premises and title unto Grantee, its successors and assigns, against itself and its successors and assigns and all persons claiming by, under or through Grantor.

WITNESS its hand(s) and seal(s) this 18th day of March, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Synovus Bank, formerly known as
Columbus Bank and Trust Company, as
successor in interest through name
change and merger with The National
Bank of South Carolina

[Signature]
(Witness #1)

Teresa M. Oates
By: Teresa M. Oates
Its: Managed Assets Officer

[Signature]
(Witness #2)



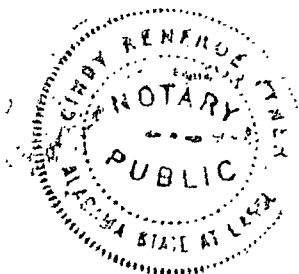
ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF MONTGOMERY

RR13-0033

I, the undersigned Notary Public, do certify that Teresa M. Oates on behalf of Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal the 18th day of March, 2013.



[Signature]
Notary Public in and for the State of Alabama
My commission expires: 9-27-2014

R606

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AFFIDAVIT

RR13-0033

RMC BK 0318 Pg 741 : pg 3 *

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

1. I have read the information on this affidavit and I understand such information.
2. The property located at **1596 Macoma Drive, Mount Pleasant, SC 29466**, bearing Tax Map Number 614-09-00-021 was transferred by Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina, to Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust
3. Check one of the following: The DEED is
 - (a) XXXX subject to the deed recording fees as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT FROM RECORDING FEES AS FOLLOWS:
4. Complete the following if either item 3(a) or 3(b) above has been checked.
 - (a) \$ 37,200.00 The fee is computed on the consideration paid or to be paid in money or money's worth.
5. Check YES _____ or NO XXXXX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____

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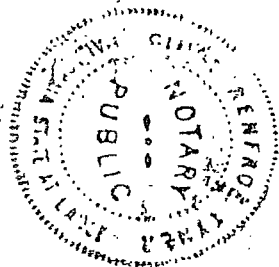
6. The DEED Recording Fee is computed as follows:
 - (a) \$37,200.00 the amount listed in item 4 above.
 - (b) \$ _____ the amount listed in item 5 above.
 - (c) \$37,200.00 subtract Line 6(b) from Line 6(a).
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee is \$138.75.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected to the transaction as: GRANTOR.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and merger with The National Bank of South Carolina

Teresa M. Oates
 By: Teresa M. Oates
 Its: Managed Assets Officer

SWORN to before me this 18th
 Day of March, 2013

Cindy R. Jaffer
 Notary Public in and for the State of Alabama
 My Commission Expires: 9-27-2014



2608

Appendix C

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

COURT OF COMMON PLEAS

Patricia A. Timmons, Trustee of the
Gordon H. Timmons Exempt Family Trust,

Plaintiff,

vs.

CASE NO. 2015-CP-10-3013

Michele G. Blank,

Defendant.

DEPOSITION OF: MATTHEW E. BEASLEY

DATE: April 7, 2016

TIME: 9:17 AM

LOCATION: Jennifer S. Smith, Esquire, PC
260 West Coleman Blvd., Suite B
Mt. Pleasant, SC

TAKEN BY: Counsel for the Defendant

REPORTED BY: SANDRA K. BJERKE, RDR, CRR, CBC

A. WILLIAM ROBERTS, JR. & ASSOCIATES

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A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO
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R604

1 APPEARANCES OF COUNSEL:

2

2 ATTORNEYS FOR THE PLAINTIFF
3 Patricia A. Timmons, Trustee of the
4 Gordon H. Timmons Exempt Family Trust:

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11 ATTORNEYS FOR THE DEFENDANT
12 Michele G. Blank:

13 JENNIFER S. SMITH, ESQUIRE, PC
14 BY: JENNIFER S. SMITH
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17 (843) 856-1444
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19 and

20 LAW OFFICE OF EDWARD A. BERTELE
21 BY: EDWARD A. BERTELE
22 1812 Pierce Street
23 Charleston, SC 29492
24 (843) 471-2082
25 ebertele@msn.com

ALSO PRESENT:

Michele G. Blank

(INDEX AT REAR OF TRANSCRIPT)



R610

1 are typically -- I mean, you got survey techs that
2 work in the field, you've got survey techs that
3 work in the office. And then eventually you have
4 the surveyors who have done that for so long, go to
5 school and get there and get their license.

6 Q. Um-hum.

7 A. Now, I was in the process of doing
8 that, but they changed it from a two-year degree to
9 a four-year degree to get the survey license. And
10 at that time, you know, recession hit, money,
11 things, family, kids. I didn't really have the
12 time to go to -- still don't have the time to go to
13 school to get a four-year degree and keep up with
14 the family and everything.

15 So basically, I've just been -- it's
16 all experience, is what it usually -- it used to be
17 before they changed degree rules. It was all, I
18 think, five or six years' experience. So I've got
19 like three times the experience I need to go get my
20 license. I just don't have the four-year degree
21 yet.

22 Q. Okay. So you're not fully licensed in
23 the state of South Carolina.

24 A. No.

25 Q. Are you licensed in any other state?

1 found out where -- got everything where it was 16
2 supposed to be. And that's the information we took
3 out there.

4 And we found -- once he brought -- he
5 brought me back the information and I started
6 drawing it up, putting the property lines in with
7 the corners found, everything was -- the corners
8 were work -- half of them were working and a couple
9 of them weren't -- didn't have any reason why they
10 should be there.

11 Q. Okay. I need for you to explain what
12 working means.

13 A. They were -- they were the correct
14 distances apart and they were where the -- the
15 plat -- they were where the plat called them out to
16 be and they were where the plat said they should
17 be.

18 Q. Okay. So when you're starting the
19 survey process, do you ever go out into the field?

20 A. Only in rare cases where there's an
21 issue or the crew has a problem or -- well, I have
22 worked in the field too, yes. So for -- yeah, I've
23 physically worked in the field as a surveyor.

24 Q. Um-hum.

25 A. But now -- but my primary role was in

1 the office, you know, managing the project, drawing ¹⁷
2 it up and keeping track of it and...

3 Q. Okay. So let's continue talking about
4 Reese. Is Reese a licensed surveyor?

5 A. He is not.

6 Q. Okay. And do you know what Reese's
7 training is?

8 A. He's basically been trained by the
9 surveyors who we have who -- he was -- I believe he
10 started working with Ben. He's the head of our
11 department. He is a LSIT which is a licensed
12 surveyor in training. He's just waiting to take
13 the test to get his surveyor's license. And we
14 have several people who have been surveying for the
15 last eight to ten years who train the new people on
16 what to do in the field.

17 Q. Okay. So let's go back to what you had
18 Reese do. So you pulled the plat from the county,
19 you looked at the distances. Half the corners were
20 there or not there?

21 A. Let me see. What he found -- he only
22 found one corner on our lot, and then he found, you
23 know, one, two -- a few corners for other lots and
24 then like six or seven corners across the back that
25 didn't match the plat.

1 And there weren't anything in the front 18
2 except for the monument we found on our lot, the
3 front corner to Lot 13 and the front right corner
4 to Lot 11.

5 Q. So when --

6 MR. BERTELE: Could you repeat that
7 please? I wasn't able to take it all down. The
8 monument where?

9 THE WITNESS: He found the concrete
10 monument where the plat said it's supposed to be.

11 MR. BERTELE: On which lot?

12 THE WITNESS: On Lot 12. And basically
13 the front left of 13. The rear left, we've got a
14 three-quarter inch rebar that is -- matches the 107
15 foot in the front and the back, but it's supposed
16 to be 150. And then he found two other corners,
17 which I believe is what --

18 MR. BERTELE: Excuse me. What are you
19 referring to, taking all this information that
20 you're giving us now?

21 THE WITNESS: It's just a printout that
22 we've supplied for where I have the corners marked
23 where we found so I --

24 BY MS. SMITH:

25 Q. Okay. What is the original document

1 that you're looking at right now? 19

2 A. This is a print-off of the recorded
3 original plat.

4 Q. Okay. So --

5 A. With our corners that we found just put
6 on top of it.

7 Q. Okay. Well, let's go ahead and
8 identify this particular plat.

9 A. It's plat book -- it's the plat
10 recorded in Plat Cabinet AL, Page 77 for Copahee
11 View Subdivision. That's it right there.

12 MR. BERTELE: Okay. But that's not the
13 same.

14 THE WITNESS: This is a separate copy
15 of the plat. Ours with -- I printed this yesterday
16 so I would have something to look at.

17 BY MS. SMITH:

18 Q. All right. So this brown-colored
19 version of the plat is something that you printed
20 which is a copy of AL-77?

21 A. Yeah. It's just a different color when
22 it printed.

23 Q. Okay.

24 A. This printed off -- this was printed
25 out of CAD in color, and this was just printed off

1 the rear we found another corner, a five-eighths
2 rebar, and held the 150 feet distance the plat
3 called for the rear of that line. That's how we
4 established how to set the two three-quarter inch
5 rebars we have set on the left line.

6 Q. Okay. Give me just a second. So what
7 you're saying to me is you found the concrete
8 monument in the middle of the easement. You found
9 a five-eighths-inch rebar 107 feet on Lot 13, which
10 is the left front corner of Lot 13; correct?

11 A. Yes, ma'am.

12 Q. Okay. So you're saying to me that you
13 did not find a corner, the front corner or the back
14 corner between the boundary line between Lot 11 and
15 Lot 12?

16 A. No, ma'am, we did not.

17 Q. Okay. So you located the left front
18 corner of Lot 13, and then you -- your guy shot 107
19 feet and dropped a three-quarter-inch rebar to
20 establish the front boundary, front left boundary
21 between Lot 13 and Lot 12; is that right?

22 A. He located --

23 Q. Yes?

24 A. No, ma'am. He -- he located the
25 corners over there and some additional --

1 Q. Okay. Is there a distance on the front 47
2 of Lot 11?

3 A. No, ma'am.

4 Q. Okay. So that's one block of the
5 Copahee subdivision.

6 A. Um-hum.

7 Q. Would you like to reconsider your
8 answer as to whether or not there are dimensions on
9 nearly every lot?

10 A. No, ma'am, not at all. The property --
11 I'm sorry.

12 Q. So when you sent your survey crew out
13 to survey Lot 12 and you had -- they had difficulty
14 finding monumentation --

15 A. Um-hum.

16 Q. -- did you have those surveyors locate
17 the outer boundary markers for Copahee subdivision?

18 A. We did not have them locate the outer
19 boundary markers for Copahee subdivision, no.

20 Q. Okay. So if you did not have the
21 surveyors locate the outer boundary markers for
22 Copahee subdivision, how can you know all the
23 corners were set correctly for Copahee subdivision
24 that were worked off of to create your AutoCAD
25 version that is Defendant's Exhibit 1?

(DFT. EXH. 3, Plat Showing Lot 12 by
Parker Land Surveying dated 3-2-15, marked for
identification.)

BY MS. SMITH:

Q. So, Mr. Beasley, I have a couple of
questions for you on this particular plat.

A. Yes, ma'am.

Q. Looking at this particular plat, can
you tell me how the dimensions were derived for Lot
12?

A. They were derived by the -- by the
distances scaled off this plat, taken from the
property cord -- excuse me -- the property card and
the corners we found in the field.

Q. Okay. Are property record cards'
dimensions dispositive of the lot dimensions?

A. What is dispositive? I'm sorry.

Q. When you look at a property record card
and you look at the property dimensions listed on
the property record card, what is your
understanding of where those dimensions come from?

A. They usually come from the plat.

Q. Okay. If the plat is -- doesn't give
dimensions and dimensions are on the property
record card, does a surveyor still rely on those

1 Q. Yes.

2 A. I have my copy right here.

3 Q. Okay. Fantastic. So on this
4 particular plat you're telling me that the only
5 thing that was scaled was the front line.

6 A. No, ma'am. The rear line was scaled as
7 well.

8 Q. Okay. I also see that a 20-foot
9 easement was scaled from the plat.

10 A. Yes, ma'am.

11 Q. Okay.

12 A. There -- I can look over it, but
13 there's probably a couple things that were scaled.

14 Q. Okay. So tell me what was located,
15 which corners were actually located in the field by
16 the surveyors.

17 A. On this survey the corner was located
18 in the field, was this concrete monument and a tie
19 to the far -- there was a -- far left there's a
20 five-eighths rebar that we located to and tied to
21 and held the plat distance of 107 feet. And the
22 concrete monument landed where the plat said it's
23 supposed to land.

24 And there are -- we typically only --
25 okay. Excuse me. No. We tied to another one. In

1 Q. Wait. Over where?

2 A. The two -- the front left of 13 and the
3 rear left of 13 and some additional corners to the
4 left of 13 to make sure those two were where they
5 were supposed to be. And then when he brought
6 those points in, I sent him back out on a separate
7 trip to set those corners after I --

8 Q. To set which corners?

9 A. All the ones marked set on here.

10 Q. So we're going to talk about those. So
11 your guy set the boundary -- the front and back
12 boundary for Lot 13, and then he decided to set the
13 front and back corner for Lot 11 and 12 for that
14 boundary line.

15 A. Yes, ma'am. I gave him those points to
16 set.

17 Q. Okay. So how did you come up with the
18 116.20 feet front line for Lot 12?

19 A. That was mostly scaled from the plat.

20 Q. Okay. So if you scaled that from the
21 plat --

22 A. May I finish answering that question?
23 What I did here, it's the email that is attached
24 with this survey and where it reads that I -- let's
25 see. I set the right corner 11 feet left to be as

1 Q. -- why would you scale the front line
2 of Lot 12 when there is a dimension indicated on
3 Plat Book AL-77 for that particular lot line?

4 A. To check what that dimension is to.

5 Q. If the original surveyor indicated the
6 dimension, why wouldn't that be right? Why are you
7 using --

8 A. Well --

9 Q. Let me ask you this a different way.
10 Why are you scaling to find distances when the
11 distance is provided for you?

12 A. There was a distance provided in the
13 front. There's no distance provided on the rear of
14 either lot. There's no distance provided on the
15 front of Lot 11. So the only option I had was to
16 scale those distances.

17 Q. Okay.

18 A. Or find monumentations in the field
19 which weren't there.

20 Q. Okay. Let's back up. On this
21 particular plat Plat Book AL, Page 77 --

22 A. Yes, ma'am.

23 Q. -- are there distances on each line for
24 each lot in this survey?

25 A. On almost all of them.

1 destroyed when they put the road. 60

2 Q. Well, you don't know whether it was
3 installed or wasn't installed.

4 A. No, sir, I do not.

5 Q. Okay. Now, if the 103 feet were held
6 as the front side line of Lot 12, would the
7 defendant's home be encroaching on the -- on Lot
8 12?

9 A. If the 103 foot were held from off the
10 107 foot for Lot 13, the home would not be
11 encroaching, no, sir.

12 Q. Okay. When -- when did you locate all
13 of the rear -- the rear markers on the -- that's
14 north. So that's --

15 A. Those rear markers --

16 Q. -- east. On the easterly side --
17 excuse me. The north --

18 MS. SMITH: Can you say front or back?

19 MR. BERTELE: No.

20 BY MR. BERTELE:

21 Q. On the westerly side of Macoma Drive.
22 When did you locate them?

23 A. I believe those were located on 2-11-15
24 by Shawn Rousseau.

25 Q. Okay. And that was -- that was data

1 have nothing to say that that corner is an original 55
2 corner.

3 Q. So are you saying that the 150 is not
4 the rear corner of the property as shown in the
5 field?

6 A. I'm saying that this person's property
7 is 150 feet across the rear and that's where the
8 corner is supposed to be, but there wasn't one
9 there.

10 Q. Now you're saying that the plat shows
11 150 feet.

12 A. Yes, sir.

13 Q. Okay. And the -- and the rebar found
14 in the field is 106 feet.

15 A. Yes.

16 Q. So you adjusted -- on Defendant's 2 you
17 adjusted the right side line of Lot 13 to what was
18 shown on the plat of 150 feet?

19 A. Yes, sir.

20 Q. And how did you determine the width of
21 the South Carolina Electric & Gas easement?

22 A. That one is still scaled. The
23 scales -- across the street it says the width is --
24 if you follow the easement across the street, it
25 labels the width. I believe it's 25 feet. Well,

1 Q. Well, sir, an easement is an easement.
2 There must be something of record; isn't that
3 correct?

4 A. Most usually, yes, sir.

5 Q. Don't you ever go to look at the
6 original easement and see how wide it is?

7 A. Yes, sir.

8 Q. Okay. Did you do that in this case?

9 A. We have not done that yet.

10 Q. Okay. So you don't know whether it's
11 20 feet from the scale that you found on one side
12 of Macoma Drive or the 25 feet that you saw from
13 the other side of Macoma Drive. You don't know
14 which one is right.

15 A. I don't know which one is right.
16 That's why I held the -- more of the two to make
17 sure I kept anything we built on that property out
18 of the easement.

19 EXAMINATION

20 BY MS. SMITH:

21 Q. So I do have a question. When you were
22 preparing your initial site plans, you told us
23 earlier that you pulled the subdivision plat?

24 A. Yes, ma'am.

25 Q. Okay. Did you pull any of the related

1 the list of evidence used by surveyors in preparing
2 surveys.

3 A. Let's see. I would -- in my particular
4 case I use plat distance -- property corners, plat
5 distance and dimensions, and scaling probably right
6 under that, because pretty much the same as plat
7 distances and dimensions, because the plats are
8 required to be to scale before they record them.

9 Q. When you say to me property corners,
10 what are you specifically referring to?

11 A. Original irons set from the original
12 survey.

13 Q. So how do you go about -- if you don't
14 go into the field, how do you go about locating
15 those original irons?

16 A. We go into the field and locate them.

17 Q. Well, how are they located?

18 A. With instruments. They set up with the
19 instrument. They find them. They're either
20 visible or we use a metal detector to find them,
21 and then we use an instrument to locate them. For
22 the most part -- what we typically do is we go and
23 we look. You can -- like in a subdivision or land
24 you can sometimes see about where the property
25 corners, property lines run.

1 Q. How's that?

2 A. With fences, breaks in lines, cleared
3 lands, non-cleared lands. And then we --

4 Q. Are driveways part of that?

5 A. Driveways, yes. And then we start
6 scanning for property corners.

7 Q. What's your metal detector calibrated
8 to?

9 A. I am not sure. I do not handle that.

10 Q. Okay.

11 A. Oh, I will -- it's calibrated only to
12 pick up magnetic metals. I don't -- any more
13 detailed calibration than that I'm not sure of.
14 It's a metal detector. If it's magnetic, it beeps.

15 Q. Right. Typically there's a depth. I
16 was just curious about that.

17 A. It's got four or five settings to where
18 if it's deeper you can pick the setting up, but it
19 will pick up more metal and a wider area. If the
20 corner is deep, you can turn the setting up and,
21 you know, it will pick it up in deeper ground.

22 Q. Thank you. So looking at this March
23 2nd plat, before you have -- was this done before
24 you went to the property?

25 A. This, I believe, was done before -- did

1 is shown as a hundred feet. 73

2 A. The total lot width is a hundred feet,
3 yes.

4 Q. Okay.

5 A. That's why he has a note stating that
6 the corners are 15-foot radius. They didn't label
7 the 15-foot radius, but they put the monument on
8 the right-of-way. Where the right-of-way turned,
9 the total lot is a hundred minus that 15-foot
10 radius.

11 Q. Um-hum. Take a look at Lot 11 on the
12 opposite side of Macoma.

13 A. Yes, sir.

14 Q. The left side property line, it says
15 215 feet?

16 A. Yes, sir.

17 Q. Would that run to the -- to that
18 diagonal line crossing it?

19 A. Yes, sir.

20 Q. Is that your interpretation?

21 A. That would be my interpretation. Well,
22 which diagonal line? So there's a dotted one that
23 represents the easement, and there's a solid one
24 that represents the rear property line.

25 Q. Well, that's what I was asking. The

1 diagonal line that says 44.8, do you see that?

2 A. Yes, sir. I would assume that it runs
3 to that line.

4 Q. Okay. Does that scale to 215 feet?

5 A. No, sir. It scales more to 220. It's
6 about five feet off.

7 Q. 225, doesn't it?

8 A. 220. About five feet off.

9 Q. That's not two and a quarter inches?

10 A. Sir, if -- that particular image is
11 scaled on to --

12 Q. So this is inaccurate then?

13 A. This particular image is not extremely
14 accurate. It's as close as I can get to line
15 up. Our line work is to scale. I'm sorry if I
16 wasn't clear about that at the beginning.

17 The image is not entirely accurate
18 because it -- the age of that plat -- when they
19 draw these bearings and distances by hand, they're
20 not exact. So the angle, the twist is going to be
21 off a little bit. So that is not exactly to scale.
22 That one is more exactly to scale that I can get.

23 MS. SMITH: Can we --

24 THE WITNESS: But this one --

25 BY MR. BERTELE:

1 Q. Okay. So you're telling us that
2 Defendant's Exhibit 1 has greater inaccuracy than
3 the original plat.

4 A. As far as the plat lined over our line
5 work, yes, sir.

6 Q. Okay.

7 A. This was merely a visual aid, for the
8 most part.

9 Q. So if we looked at the original, that
10 wouldn't tell you 225 feet?

11 A. Let me see. That one does look like
12 225. Let me check mine.

13 Q. Thank you.

14 A. Let me see if I'm lining that up
15 exactly right. No, sir. You're right. That is
16 closer to 225 feet. I must not have been holding
17 it right.

18 Q. So you limited your testing of the
19 scaling validity to property within the vicinity of
20 the subject property.

21 A. Yes, sir. And a couple of
22 right-of-ways. It's -- honestly, the scale is off
23 here and there, and it is with all plats of that
24 age.

25 Q. You mean 1976 is old enough so that it

1 or two corners. But the actual plat we did shows
2 all the corners on the front right and additional
3 ties.

4 Q. Well, wait a minute. How did you
5 locate the corners on Lot 11? You scaled the right
6 side -- the left side corner of Lot 11 off of the
7 front property line of Lot 12; right? Yes?

8 A. Yes, sir.

9 Q. That's how you located the left corner
10 of Lot 11.

11 A. We scaled it from the left side of 12
12 and the right side of the corner we found on Lot
13 11.

14 Q. Well, what corner did you find on Lot
15 11?

16 A. The front right property corner.

17 Q. Okay. And so you scaled the opposite
18 way on Lot 11 to find -- to locate the left corner.

19 A. Yes. 55 feet.

20 Q. And again, you're relying upon the
21 accuracy of the scaling on this plat.

22 A. The accuracy of the scaling on this
23 plat and Mr. Franklin's original site plan.

24 Q. Take a look at Lot 5 on Pandora.

25 A. Pandora. Lot 5. Yes, sir. Yes, sir.

1 Q. The back property line is indicated to
2 be 87.7 feet?

3 A. Yes, sir.

4 Q. Is that what it scales out to be?

5 A. Let's see. I'm getting 60, 70. I'm
6 getting more or less 80 feet.

7 Q. Closer to 75, isn't it?

8 A. Not on mine. I would say it's closer
9 to 80 feet.

10 Q. How about Lot No. 1 on Pandora?

11 A. Which distance would you like me to
12 check?

13 Q. The front and the back. Both are
14 indicated to be 160 feet on the plat.

15 A. I'm getting more of 155 in the rear,
16 and the front side line doesn't intersect -- excuse
17 me -- the right side line doesn't intersect the
18 property line. It's going to be hard to get an
19 accurate one. But if I go -- eyeball it --

20 Q. It's not 160 feet, though, is it?

21 A. No, sir.

22 Q. And the back line isn't 160 feet
23 either.

24 A. No, sir.

25 Q. It's closer to 150 feet.

1 A. What did I say? It's about the middle. 79
2 I'm looking at about 165.

3 Q. 165?

4 A. Excuse me, excuse me. 155. Sorry.

5 MS. SMITH: That's okay.

6 BY MR. BERTELE:

7 Q. How about Lot 8 on Macoma?

8 A. Lot 8. This triangle?

9 Q. No.

10 A. Which Lot 8 on Macoma?

11 Q. The one on the --

12 A. Cul-de-sac?

13 Q. Adjacent to the White Hall subdivision
14 on the cul-de-sac, right.

15 MS. SMITH: Right there, Ed?

16 MR. BERTELE: Right.

17 THE WITNESS: Okay. Which dimension?

18 BY MR. BERTELE:

19 Q. The rear one.

20 A. The rear line is 110, and I am scaling
21 closer to a hundred feet. 111. Excuse me. 101.

22 Q. Okay. How about the Lot No. 10 on
23 Zacoma Drive? It's to the left of the -- of the
24 cul-de-sac.

25 MS. SMITH: It's on this line.

1 Q. Can you say or can't you say what the
2 configuration of Lot 23 is?

3 A. I can't say what the configuration of
4 Lot 23 is without further information.

5 Q. Okay. That's fine. Take a look at Lot
6 3 on Lieben, Lieben Road.

7 A. Which Lot 3?

8 Q. The Lot 3 which is --

9 A. The corner where Lieben bends?

10 Q. On the -- yes. It's a -- it's on the
11 curvature. It's on the --

12 A. The intersection of Periwinkle and
13 Lieben?

14 Q. The intersection of Periwinkle and
15 Lieben, correct. Thank you.

16 A. Yes, sir.

17 Q. Okay. And what is the back property
18 line of that indicated to be on the plat?

19 A. It indicates it to be 234.

20 Q. What does it scale out to?

21 A. It scales -- for the rear of Lot 3 it
22 scales to 250. 234 hits where 2 hits Lot 3.

23 Q. I'm sorry?

24 A. 234 dimension scales out to where the
25 rear property line of Lot 2 intersects with the

1 rear property line of Lot 3. Let me check that.
2 That's what it looks like. Yeah, 235. So that 234
3 appears to be the rear distance of Lot 2.

4 Q. Um-hum.

5 A. And the rear distance of Lot 3 is
6 actually closer to 250.

7 Q. Okay. But the two together equal the
8 250.

9 A. Yeah. It looks like the total distance
10 of 3 would be 250, and the total distance of the
11 rear of Lot 2 would be 234.

12 Q. Okay. But if you take 234 and 11, you
13 get to 245, not 250.

14 A. Yeah, but that would go to the rear
15 corner of Lot 14, not 3.

16 Q. So you're saying that the 11.3 is the
17 width of the --

18 A. Rear of Lot 14 on Zacoma.

19 Q. Is the southerly side of Lot 14.

20 A. Yes, sir.

21 Q. Okay. So you still don't get -- oh.
22 So what's the distance -- never mind. I'll
23 withdraw the question.

24 So the 234 represents -- well, how do
25 you know that the 234 doesn't represent the

1 entire -- is not supposed to represent the entire
2 length of the northerly side of Lot 3?

3 A. Scaling of the plat says otherwise. We
4 wouldn't know for sure without locating corners.

5 Q. Well, the total length of that line is
6 250 feet, isn't it, scaled?

7 A. Well, yes, sir.

8 Q. Okay. But it's shown as 234.

9 A. Yes. I was going to say that's three
10 dimensions there that come into play. Let's see
11 real quick, if anything works out. Because it
12 could be wrong. Might not be. Let's see. Plus
13 the 11.3 minus out that 9.5 and we get 234.

14 Q. Um-hum.

15 A. 235.

16 Q. Okay.

17 A. So that 9.5 is there. That's 10 feet.
18 That's accurate. That's 10 feet. Actually, that's
19 more or less 20 feet. 11.5 plus 14. So that
20 actual 11 feet may be to that corner, which would
21 give us roughly 245 versus the 250.

22 Q. Um-hum.

23 A. So -- and then another nine feet to the
24 back of 14. 14 is 20. I looked at that wrong. So
25 I would say it's closer to the 234 plus the 11.5 to

1 You don't know the actual configuration of Lot 12,
2 looking at this plat, so that the -- Mr. Lohr, who
3 did this in 1976, left an anomaly here that we
4 today, in 2016, don't know what Lot 23 consists of?

5 A. Yes, sir, it looks like that.

6 Q. Why is there any uncertainty about the
7 configuration of Lot 23?

8 MR. LANNING: Object to the form.

9 BY MR. BERTELE:

10 Q. Okay. You can answer.

11 A. Well, because -- let me see. I've only
12 measured one line. Therefore, I can't be certain
13 what it does. I can measure the rest of the lines
14 and then try to give you my opinion without
15 actually looking into it further.

16 Q. Um-hum. Okay.

17 A. Okay, you want me to do that or okay --
18 you don't want me to?

19 Q. Looking at Lot 23 as you see it on the
20 plat, you're unable to say, without more
21 information, as to what the configuration of Lot 23
22 is; is that correct?

23 A. I'm not unable to say. I would assume
24 that it goes back and hits Pandora and then comes
25 back around.

EXAMINATION

23

BY MR. BERTELE:

Q. How did you derive this from the original plat?

A. Drew it lines by --

Q. Do you understand the question?

A. I believe so. I -- when we draw a line in CAD, I basically -- for most of the corners we found I drew lines connecting the corners. And the ones that didn't have corners, I offset those lines the distances off the plat.

EXAMINATION

BY MS. SMITH:

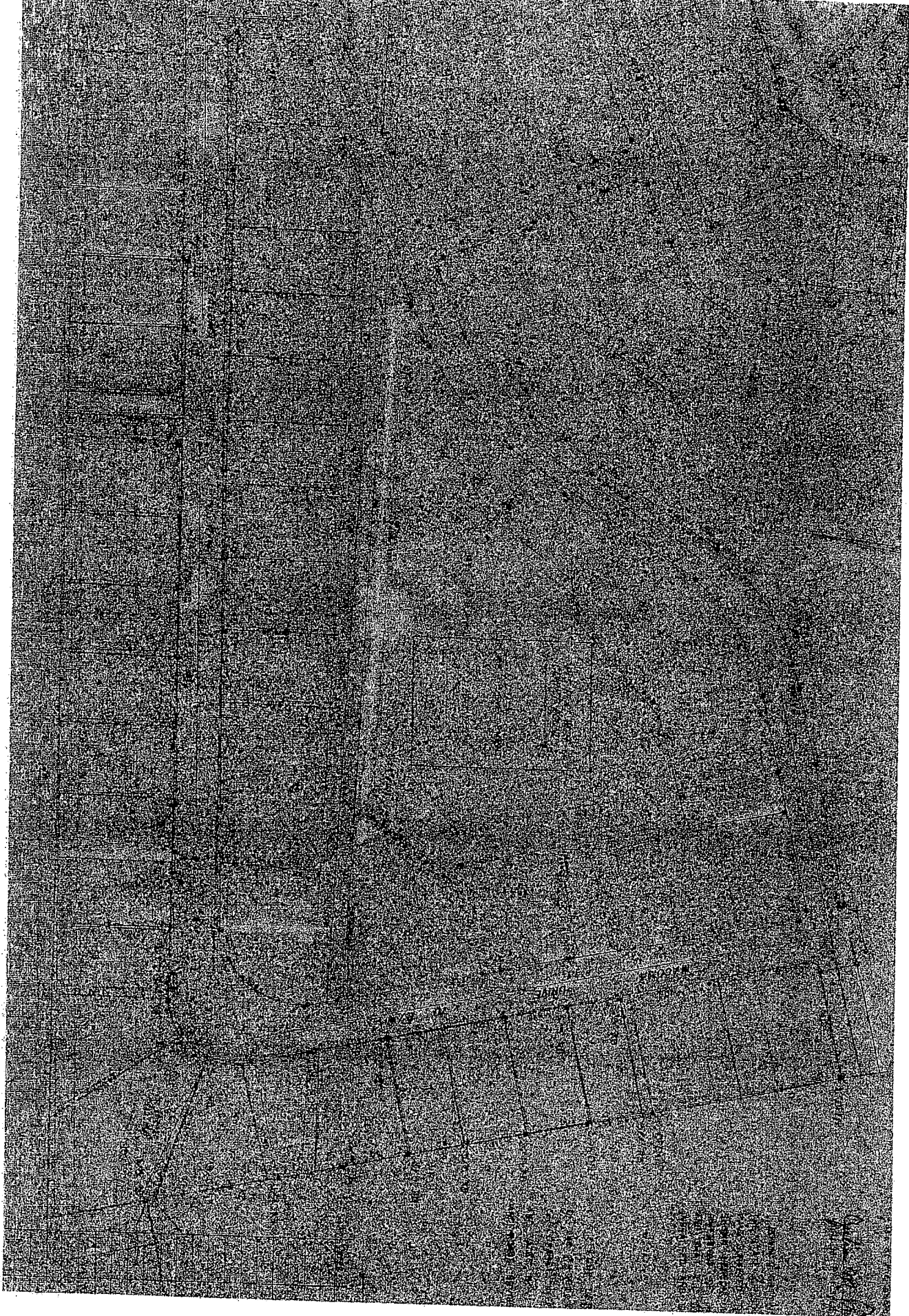
Q. Okay. So you basically scanned this plat in and then went in in AutoCAD and then replotted?

A. Yeah. That's typically how we do all our surveys. We recreate the plat when we redraw it, either by property markers found in the field or by the bearings and distances called for on the plat.

We have to -- we basically redo the plat on every survey we do. Or at least the lots in -- that are involved in the survey we're doing. Basically, we draw the original lot we're working



R637



In the Matter Of:

Timmons, Patricia v
Blank, Michele, G.

Andrew C. Gillette

April 07, 2016

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1 STATE OF SOUTH CAROLINA

2 COUNTY OF CHARLESTON

COURT OF COMMON PLEAS

3 Patricia A. Timmons, Trustee of the
4 Gordon H. Timmons Exempt Family Trust,

5 Plaintiff,

6 vs.

CASE NO. 2015-CP-10-3013

7 Michele G. Blank,

8 Defendant.

COPY

9 DEPOSITION OF: ANDREW C. "CLEVE" GILLETTE

10 DATE: April 7, 2016

11 TIME: 1:02 PM

12 LOCATION: Jennifer S. Smith, Esquire, PC
13 260 West Coleman Blvd., Suite B
Mt. Pleasant, SC

14 TAKEN BY: Counsel for the Defendant

15 REPORTED BY: SANDRA K. BJERKE, RDR, CRR, CBC

16
17
18
19 A. WILLIAM ROBERTS, JR. & ASSOCIATES

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22 Charleston, SC Hilton Head, SC Myrtle Beach, SC
23 (843) 722-8414 (843) 785-3263 (843) 839-3376

24 Columbia, SC Greenville, SC Charlotte, NC
25 (803) 731-5224 (864) 234-7030 (704) 573-3919



A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO
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R 640

ANDREW C. "CLEVE" GILLETTE

being first duly sworn, testified as follows:

EXAMINATION

BY MS. SMITH:

Q. Well, thank you for joining us this afternoon, Mr. Gillette. As I'm sure you're aware, we're here on a property line dispute for Lots 11 and 12 in Copahee subdivision in Mt. Pleasant, South Carolina, specifically on Macoma Road, okay?

A. Okay.

Q. All right. So, Mr. Gillette, I wondered how many years you have been a surveyor.

A. I've been licensed 40 years --

Q. Okay.

A. -- last year.

Q. All right. And so I understand that you're now with Parker Land Surveying?

A. Correct.

Q. And what is your role with Parker Land Surveying?

A. Vice president.

Q. And what does that entail, being vice president of Parker Land Surveying?

A. I supervise -- we have -- our crews are divided into two divisions.

Q. Okay. And what are those divisions?

A. There's a residential division that does mostly hub houses, foundation surveys, flood certificates. And then we have what we call a land development division, and that's the division that I supervise daily. But I also help with the -- overseeing the residential division.

Q. Okay. And the residential division would include resurveys?

A. Yes.

Q. Okay. So before you were with Parker Land Surveying which is -- let me phrase that question. Is Parker Land Surveying a relatively new company?

A. It's eight years old.

Q. Eight years old. And what was it before it was Parker Land Surveying?

A. Well, I owned Trico Engineering --

Q. Okay.

A. -- for 25 years.

Q. All right.

A. I sold the company in 2007 to Stantec, a public company.

Q. Okay.

A. Parker Land Surveying, a year later,

1 A. Somebody else in the office did.

2 Q. Okay. My understanding is that having
3 Plat Book AL, Page 77, which is the basis of
4 this -- this is -- Defendant's Exhibit 1 is a
5 portion of that plat. That it was your idea to
6 have the Parker Land Surveying corners that -- I'm
7 not saying this very well. I'm sorry. Let me see
8 if I can say that better.

9 That all these colored lines on AL-77,
10 it was actually your idea to overlay what Parker
11 Land Surveying was finding or locating on the plat
12 back AL, Page 77, which is the original Copahee or
13 the revised Copahee subdivision plat. Is that
14 right?

15 A. That's correct. I asked Matt to do
16 that.

17 Q. Okay. When did you ask Matt to do
18 that?

19 A. A couple days ago.

20 Q. Why wasn't that done sooner, knowing --
21 I'm sorry. Go ahead.

22 A. Well, there was a lot of information
23 that was given. And in reviewing it, I felt like
24 it would be clearer, you know, when we had the
25 deposition, to have something that we could all sit

1 closely. I mean, it's not exact. It's an older
2 plat, but I felt like it did.

3 Q. Um-hum. What about the corners on
4 Macoma?

5 A. The corners that we have found, again,
6 looked at them digitally and overlaid the drawing.
7 I felt like they matched pretty close.

8 Q. The corners that were found in the
9 field matched what was shown on the plat?

10 A. On the recorded plat?

11 Q. Yes, sir. That's what we're talking
12 about.

13 A. Yes. The ones that we found that show
14 five-eighths in here.

15 Q. Okay.

16 A. And again, I mean, we show what we
17 found, yes.

18 Q. All right. So isn't it the case that
19 there are deviations on Macoma between the pink
20 line, which is the corner that you found, and the
21 line drawn on the plat?

22 A. In that case it is, right.

23 Q. Okay.

24 A. What size is that? Yeah, that's the
25 five-eighths, yes.

1 the survey. I was surveying in 1976, and we were
2 pretty accurate.

3 Q. So you were familiar with the equipment
4 that was used in 1976?

5 A. Absolutely. I have it in my office,
6 yes.

7 Q. Okay. So would you expect to find a
8 deviation of --

9 A. Of this --

10 Q. -- this type --

11 A. No.

12 Q. Let me finish the question, sir.

13 A. Okay.

14 Q. Based upon the equipment that was
15 available in 1976?

16 A. No.

17 Q. Okay. And what about with respect to
18 Lot 11? Would you expect to find that kind of
19 deviation, based upon the equipment available in
20 1976, on the right side property line?

21 A. Well, there's properties that are
22 behind this. And I don't know if that corner --

23 Q. Excuse me, sir. My question was:
24 Given the pink line that you see on Lot 11 and the
25 green line that you see on Lot 11, based upon the

1 technology that was available in 1976, would you
2 expect that kind of a deviation?

3 A. No.

4 Q. Okay. And what about the other side of
5 Lot 10, the right property line? Would you expect
6 that kind of a deviation?

7 A. Not with the equipment.

8 Q. Okay.

9 A. I can't speak for the surveyor.

10 Q. Okay.

11 EXAMINATION

12 BY MS. SMITH:

13 Q. Did you know George Lohr who prepared
14 this 1976 plat?

15 A. No, I didn't. I know most of them, and
16 I didn't know him.

17 Q. Did you review any of the other plats
18 that were prepared by the Parker Land Surveying
19 engineers as you sent them back -- as you sent the
20 crews back out into the field to gather more data
21 on Lot -- for Lot 12 and Lot 11?

22 A. Yes. I looked at -- there was several
23 plats that Matt and I looked at in different phases
24 of the work. There was a property line adjustment
25 plat that was being prepared --

1 Q. You're not aware of anybody using any
2 other methodology.

3 A. But that doesn't mean it wasn't --

4 Q. I understand.

5 A. I have no other, right.

6 Q. Okay. You didn't do it.

7 A. No.

8 Q. You're not aware of anybody else doing
9 something different.

10 A. No.

11 Q. Nobody told you they did something
12 different.

13 A. If they did, I don't remember. I'm
14 sorry.

15 Q. Okay. There's no evidence that
16 somebody did something different?

17 A. I can't tell you there is, okay?

18 Q. Well, but only from your knowledge.

19 A. Right, only from my knowledge.

20 Q. I appreciate that.

21 A. That's what I'm trying to say.

22 Q. Okay. So to answer my question as to
23 how you could determine the front dimension or the
24 frontage of Lot 12, the answer is by scaling.

25 A. Yes, because I don't see a distance

1 that ties down the back of that line either.

2 Q. Okay. Fine.

3 MR. BERTELE: Thank you.

4 THE WITNESS: Um-hum.

5 EXAMINATION

6 BY MS. SMITH:

7 Q. Now we'll talk about the books. I
8 am -- as we walked through this case process, I
9 subpoenaed information from Parker Land Surveying.
10 And one of the questions I asked for was what
11 resources Parker Land Surveying relied on in
12 establishing their methodology for locating
13 properties for surveying, for resurveying. And I
14 was given information that told me Brown's Boundary
15 Control and Legal Principles by the great Robert
16 Robillard.

17 A. Um-hum.

18 Q. Or Walt. And also Evidence and
19 Procedures For Boundary Location, also by
20 Mr. Robillard, were used. Is this right?

21 A. We have those in the office, yes. And
22 David Cresswell, who used to work for Parker,
23 retired engineer and at Trident Tech. I mentioned
24 Maurice Wilder and Steve Parker, who are licensed
25 surveyors, and several others in our office took

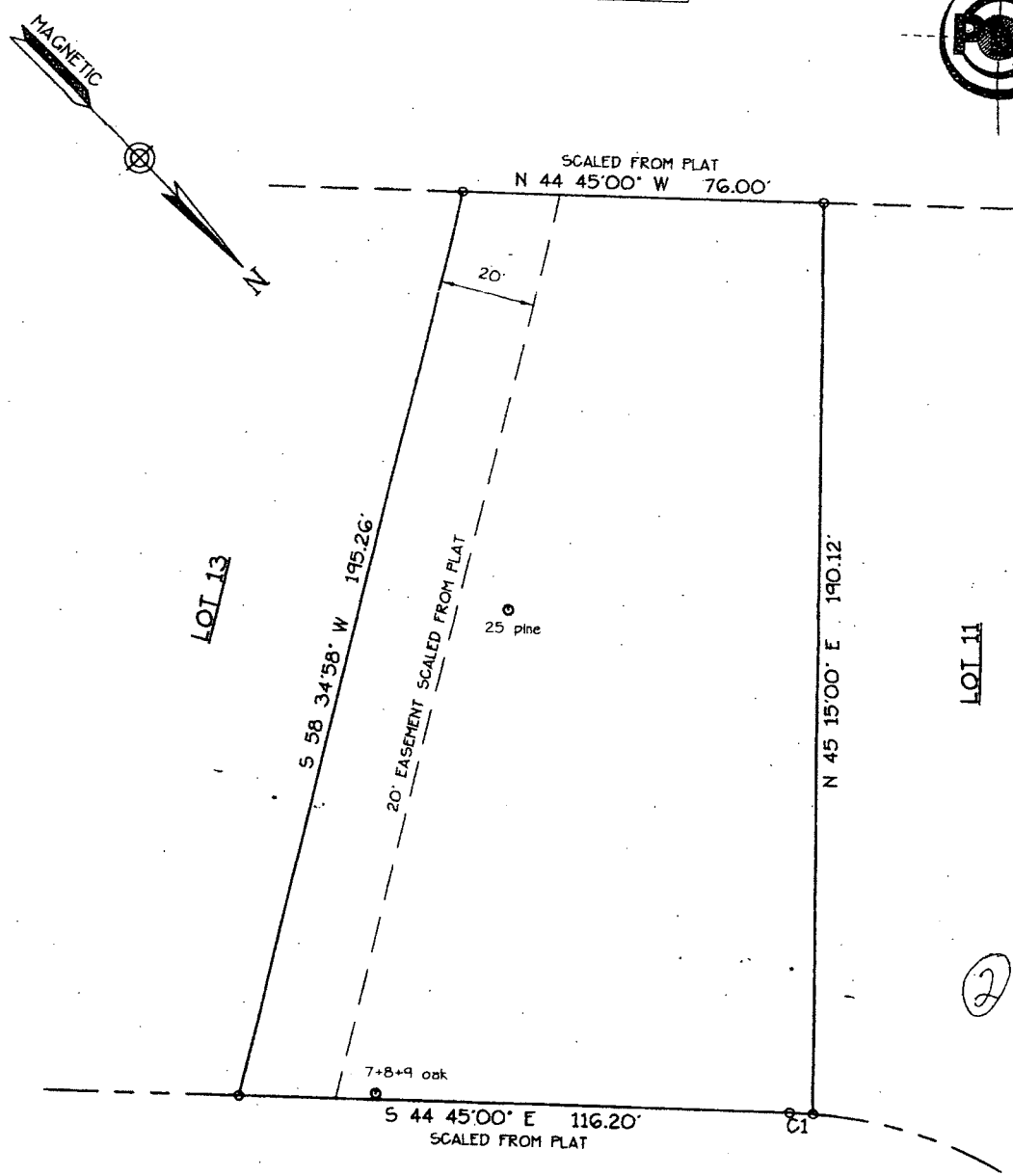


Appendix
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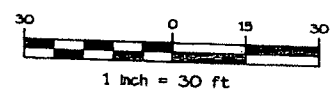
CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	98.07	4.83	4.83	S43 20'20"E

Appendix G



MACOMA DRIVE (70' R/W)
1596

PRELIMINARY



TREE SURVEY SHOWING LOT 12. TMS# 614-09-00-021
COPAHEE VIEW SUBDIVISION
LOCATED NEAR MOUNT PLEASANT, CHARLESTON COUNTY, SC.
SCALE: 1" = 30' DATE: MARCH 2, 2015
REFERENCE: PLAT RECORDED IN PLAT BOOK AL PAGE 77
LOT MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS NOT OBVIOUS OR APPARENT TO THE SURVEYOR.
PROPERTY APPEARS TO LIE IN FLOOD ZONE
FLOOD ZONE SHOULD BE VERIFIED WITH GOVERNING MUNICIPALITY BEFORE CONSTRUCTION. FEMA REVISION CHECK: 00/00/00
CHV-E-12/ MEB

PARKER LAND SURVEYING, LLC
5910 GRIFFIN STREET, HANAHAN, SC 29410
TEL: (843) 554-7777 FAX: (843) 554-7779

THIS SURVEY WAS NOT PREPARED FOR RECORDATION.
AND IS NOT SUITABLE FOR DEEDING OF PROPERTY.

R 650

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NUMBER: 2015-CP-10-3013
	)	
Patricia A. Timmons, Trustee of the	)	
Gordon H. Timmons Exempt Family Trust,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	MEMORANDUM IN OPPOSITION
	)	OF DEFENDANT'S MOTION FOR
Michele G. Blank	)	SUMMARY JUDGMENT
	)	
Defendant.	)	
	)	

Plaintiff, Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust, by and through her undersigned attorney, submits the following memorandum in opposition of Defendant's, Michele Blank, Motion for Summary Judgment.

BACKGROUND

Plaintiff purchased Lot 12 in Copahee Subdivision, Mount Pleasant, South Carolina on March 18, 2013. The legal description of Plaintiff's lot refers to a Recorded Plat made by Edwin C. Cuttino and A.L. Glen, Revised by G.E. Lohr, April 1976 and recorded September 12, 1976 in Plat Book AL, Page 77. Defendant owns Lot 11 in Copahee Subdivision, Mount Pleasant, South Carolina and is adjacent to Plaintiff's property. Plaintiff's property and Defendant's property share a property line. Defendant constructed a house after June 6, 2005 which encroaches across the shared property line and a portion of the house is located on Plaintiff's property. Plaintiff did not give Defendant permission to enter onto her land.

In 2015 Plaintiff hired Parker Land Surveying (hereinafter "PLS") to perform a survey for Lot 12. PLS and its principals have been preparing residential surveys in Charleston County and the surrounding counties in excess of forty years. Mr. Gillette, a Professional Land Surveyor and

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D-14

one of the surveyors employed by PLS, helped in preparation of Plaintiff's survey. Mr. Gillette has prepared and reviewed in excess of 20,000 residential land surveys in addition to preparing several subdivision plats See Cleve Gillette Deposition Page 6, Line 1-22.

In order to prepare a survey of Lot 12, PLS went to the property to find the corners of Lot 12. See Matt Beasley Deposition Page 14, Lines 21-25. PLS was unable to find the corners for Lot 12 so they pulled a copy of the plat recorded in Plat Book AL, Page 77 for assistance. See Matt Beasley Deposition, Page 15, Lines 14-25; Page 16, Lines 1-10. PLS did find a concrete monument on Lot 12 and the front corner of Lot 12 and Lot 13 and the rear corner of Lot 12 and Lot 13. PLS was not able to find the front or back corner for Lots 11 and 12. See Matt Beasley Deposition Page 41, Lines 12-16.

Since PLS could not locate some of the corners for Lot 12, they began finding corners, points and other concrete monuments on adjacent lots on both sides of Lot 12. See Cleve Gillette Deposition Page 26, Lines 12-25; Page 27, Lines 1-4. PLS used these corners to make measurements for the adjacent lots and began to work their way back to Lot 12 to determine how Lot 12 fit in. See Cleve Gillette Deposition Page 33, Lines 1-10. PLS used scaled measurements from the Recorded Plat and the measurements it discovered in the field of the adjacent lots to determine the corners and boundary line lengths for Lot 12. See Cleve Gillette Deposition Page 19, Lines 15-25; Page 20, Lines 1-14. PLS prepared a survey with this information (Exhibit "A"). This survey shows that Defendant's house encroaches over the shared property line.

After PLS prepared a survey of Lot 12, Plaintiff hired Robert Arrington, a Professional Licensed Surveyor, to also perform a survey of Lot 12. Mr. Arrington has no affiliation or connection to PLS and he did not communicate with PLS before or during his preparation of his

survey of Lot 12. Mr. Arrington prepared his survey from scratch and independent of PLS. See Rob Arrington Deposition Page 5, Line 16-18; Page 6, Lines 7-19.

After Mr. Arrington was hired he reviewed the Recorded Plat in Plat Book AL, Page 77. See Rob Arrington Deposition Page 9, Line 22-23. This plat did not provide him with too much information regarding Lot 12 so he reviewed an updated Plat, recorded March 2, 1984 in Plat Book K 135, Page 883. See Rob Arrington Deposition Page 15, Lines 4-25; Page 16, Line 1-14. According to Mr. Arrington the dimensions on Plat Book AL, Page 77 did not add up on Lot 12. See Rob Arrington Deposition Page 30, Line 11-25. Mr. Arrington did find some evidence of the front corner of Lots 11 and 12 but it was off multiple feet and he did not feel comfortable using that as the corner for Lots 11 and 12. See Rob Arrington Deposition Page 67, Line 21-25; Page 69, Lines 4-10. At this point since the dimensions for Lot 12 did not add up and he could not locate the corners of Lot 12, Mr. Arrington began finding corners of adjacent lots of Lot 12. See Rob Arrington Deposition Page 31, Lines 1-25.

Upon returning to the property, Mr. Arrington found property corners for Lot 13 and Lot 14. See Rob Arrington Deposition Page 32, Lines 1-17. Mr. Arrington also found the concrete monument on the front of Lot 12, which was the same one that PLS found. See Rob Arrington Deposition Page 33, Lines 1-12. According to Mr. Arrington, he used this concrete monument to help him determine the entire length of Macoma Drive with a concrete monument at the end of Macoma Drive that he found on Lot 1. By finding this dimension, it helped him determine the front boundary line of Lot 12. See Rob Arrington Deposition Page 37, Lines 13-25. Mr. Arrington was able to find all the corners of Lot 13 which also tied down to the end of Macoma Drive. See Rob Arrington Deposition Page 39, Line 1-22. Mr. Arrington found several points along Macoma Drive which helped him determine the boundary points and dimensions of Lot 12. See Exhibit B

Mr. Arrington stated with a reasonable degree of certainty that the points and dimensions he established for his survey were correct because he was able to tie multiple lots along Macoma Drive. See Rob Arrington Deposition Page 66, Lines 10-15. Mr. Arrington prepared a survey which shows the Defendant's property encroaching over the shared property line and onto the Plaintiff's property. See Exhibit B.

The survey PLS prepared for Plaintiff and the survey Rob Arrington prepared for Plaintiff contain the same dimensions and points.

LAW/ANALYSIS

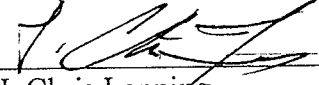
Summary Judgment is proper when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. In determining whether any triable issue of fact exists, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in light of most favorable to the nonmoving party. If triable issues exist those issues must go to the trier of fact. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. All ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party. Even when there is a no dispute as to evidentiary facts, but only as conclusion or inferences to be drawn from them, summary judgment should be denied. Moreover, summary judgment is a drastic remedy which should be cautiously invoked so no person will improperly deprived of a trial of the disputed factual issues. *Nelson v. Charleston County Parks & Recreation Comm.* 362 S.C. 1, 605 S. E. 2d 744 (Ct. App. 2004).

In locating lands the following rules are resorted to, and generally in order stated: First, natural boundaries; second, artificial marks; third, adjacent boundaries; and fourth, courses and distances. But in every one of the cases recognizing these general rules, the courts have invariably

also recognized the doctrine that these general rules are not inflexible, but may be modified by the circumstance of the case. *Holden v. Cantrell*, 100 S.C. 265 (1915), citing *Conner v. Johnson*, 59 S.C. 115. In the instant case, the circumstances are such that the general rules for locating lands should not followed. First, Plaintiff's surveyors could not locate the same corners as Defendant's surveyor. In addition, Mr. Arrington did locate a marker at the front corner of Lots 11 and 12, but it was off the line multiple feet and not within tolerance, so it could not be relied upon. Since Plaintiff's surveyors could not locate the corners of Lot 12 they began finding corners and measurements on adjacent lots along Macoma Drive, which according to *Conner* is the next preferred method. Plaintiff's surveyors used the measurements they found on adjacent lots along with the measurements found on the recorded plat in Plat Book AL, Page 77 to determine how Lot 12 tied in to the other properties. Based on these measurements and tie ins, Plaintiff's surveyors prepared surveys for Lot 12. Defendant's surveyor only found one corner on one adjacent lot in preparing his survey of Lot 11. Defendant did not tie in Lot 12 with other corners and dimensions of the surrounding lots. Plaintiff's surveyors prepared independent surveys from one another and prepared surveys that were identical. These surveys contained different points and dimensions from Defendant's survey.

Based on the foregoing, summary judgement is not proper. Plaintiff respectfully requests that Defendant's Motion for Summary Judgment be denied.

LANNING LAW FIRM, LLC


J. Chris Lanning
2036 eWall Street, Suite F
Mt. Pleasant, SC 29464

5/2, 2016
Mt. Pleasant, South Carolina

R 655

MATT BEASLEY DEPOSITION EXCERPTS

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1 believe Reese went to the lot a couple times. I
2 know Chris Richter went to the lot a couple times.
3 Or once or twice. Shawn Rousseau, we had him out
4 there locating some stuff. And I don't know if
5 anyone else was out there.

6 I know Reese, Chris and Shawn were
7 there, because they all went -- they all did -- I
8 had them do separate things from when they -- when
9 one of them found something -- Reese started
10 originally.

11 Q. Okay. So what did you have Reese do?

12 A. He was going out there to do a tree
13 survey and take some spot elevations, which is
14 comprised of locating the property corners,
15 locating trees of a certain size and taking a few
16 spot elevations so we would know what the elevation
17 a lot was. Because he was in a flood zone and how
18 high he would have to build his house.

19 Q. Okay. Did Reese -- do you know how
20 many times you sent Reese out?

21 A. I would say originally twice, because
22 he went out there and found the corners. He
23 wasn't -- things weren't matching like they were
24 supposed to. So he went out there --

25 Q. Okay. So I'm going to stop you right

1 there.

2 A. Yes, ma'am.

3 Q. And I'm going to ask how things were
4 supposed to match and then how they didn't match.
5 So the first question is: How were things -- what
6 are things and how were those things supposed to be
7 when Reese went out?

8 A. Sorry.

9 Q. Go ahead.

10 A. Distances between the corners, we go
11 out there with set distances to look for between
12 the corners.

13 Q. Um-hum.

14 A. And the corners he was finding, those
15 distances weren't there. And the corners -- there
16 weren't a whole lot of corners there. And the ones
17 he did find, the distances between them weren't
18 matching what he was expecting to find.

19 So that's when -- and he knew
20 basically -- when we get the survey, we go -- we
21 get the plat, we go to the county. On this case we

22 had to go to the county and get a copy of the plat
23 because what was there wasn't sufficient.

24 So we went and pulled the original copy
25 of the survey, got all the distances, looked at it,

1 found out where -- got everything where it was
2 supposed to be. And that's the information we took
3 out there.

4 And we found -- once he brought -- he
5 brought me back the information and I started
6 drawing it up, putting the property lines in with
7 the corners found, everything was -- the corners
8 were work -- half of them were working and a couple
9 of them weren't -- didn't have any reason why they
10 should be there.

11 Q. Okay. I need for you to explain what
12 working means.

13 A. They were -- they were the correct
14 distances apart and they were where the -- the
15 plat -- they were where the plat called them out to
16 be and they were where the plat said they should
17 be.

18 Q. Okay. So when you're starting the
19 survey process, do you ever go out into the field?

20 A. Only in rare cases where there's an
21 issue or the crew has a problem or -- well, I have
22 worked in the field too, yes. So for -- yeah, I've
23 physically worked in the field as a surveyor.

24 Q. Um-hum.

25 A. But now -- but my primary role was in

1 the rear we found another corner, a five-eighths
2 rebar, and held the 150 feet distance the plat
3 called for the rear of that line. That's how we
4 established how to set the two three-quarter inch
5 rebars we have set on the left line.

6 Q. Okay. Give me just a second. So what
7 you're saying to me is you found the concrete
8 monument in the middle of the easement. You found
9 a five-eighths-inch rebar 107 feet on Lot 13, which
10 is the left front corner of Lot 13; correct?

11 A. Yes, ma'am.

12 Q. Okay. So you're saying to me that you
13 did not find a corner, the front corner or the back
14 corner between the boundary line between Lot 11 and
15 Lot 12?

16 A. No, ma'am, we did not.

17 Q. Okay. So you located the left front
18 corner of Lot 13, and then you -- your guy shot 107
19 feet and dropped a three-quarter-inch rebar to
20 establish the front boundary, front left boundary
21 between Lot 13 and Lot 12; is that right?

22 A. He located --

23 Q. Yes?

24 A. No, ma'am. He -- he located the
25 corners over there and some additional --

CLEVE GILLETTE DEPOSITION EXCERPTS

R 661

1 Q. Okay.

2 A. But to try to verify what we felt like
3 were original corners in both directions to figure
4 out where the property line was between 11 and 12.

5 Q. Okay. So when you were coming down
6 Macoma Drive toward Lot 11 and Lot 12 -- I'm not
7 like Ed that I can ascertain the true direction.
8 So please forgive me.

9 A. Okay.

10 Q. Ed was ascertaining actual directions.

11 A. Yeah. This would be going south.

12 Q. South. So in a southerly direction
13 coming down Macoma toward Lots 11 and 12. When you
14 look at the lots beginning in 20, 19 and in a
15 descending manner, all of those lot lines are
16 perpendicular, is that not right? They're
17 perpendicular from the front line to the back line.

18 A. Yes, they seem to be. There's no
19 angles or bearings. Typically, you would have a
20 bearing, a distance on there. It just shows a
21 distance. But it seems to be perpendicular, yes.

22 Correct.

23 Q. Okay. Would it not stand to reason,
24 based on the fact that you have perpendicular lines
25 on Macoma and also on Zacoma coming across

1 Q. So when Mr. Beasley came to you with
2 the issues of the lot line discrepancy between Lot
3 12 and Lot 11, what other evidence, evidentiary
4 issues did y'all discuss with regard to locating
5 that line?

6 A. The main things that we discussed was,
7 you know, back -- coming not just in this direction
8 but in both directions, what did we find and then
9 looking at those corners, trying to establish that
10 line.

11 Q. Okay.

12 A. That's what we discussed.

13 Q. Okay. Was there any investigation that
14 you recommended that Mr. Beasley undertake in order
15 to ascertain what those lines are?

16 A. To see what other plats were available,
17 or plat plans, that type of thing, which he --
18 there was some other updated surveys in here.

19 Q. Did you ever call Mr. Franklin who
20 surveyed three or four of the lots surrounding Lot
21 11 and Lot 12?

22 A. No, I didn't.

23 Q. Is that something that you would
24 normally do?

25 A. Standard practice, if I was involved in

1 toward -- I guess that would be east. Wait.

2 North, south, east.

3 A. It would be west.

4 Q. I'm sorry. West. West towards Lots 11
5 and 12. Would it not make sense to you as a
6 surveyor on Lot 13 for that front line to also be
7 perpendicular? And that would be bisecting the
8 SCE&G easement. But would that not be more
9 sensible?

10 A. Again, you know, designing subdivisions
11 in the past, it's kind of faint there, but it looks
12 like the property line follows the centerline of
13 this easement just like those property lines. So I
14 don't know that I would say that. It's not that
15 way on the plat.

16 Q. Are you sure it's not that way on the
17 plat, or does it not appear to be that way on the
18 plat?

19 A. Well, unless I'm looking at something
20 wrong, the property line is not perpendicular.

21 Q. Are you sure that's the property line?

22 A. Well, do you have a copy without my
23 colors on it?

24 Q. We do.

25 A. Okay. Thank you.

1 A. We had -- we did transportation design
2 and surveying. We did land development design. We
3 did municipal, county work. Pretty well across the
4 board, including structural. We were a for service
5 engineering and surveying firm.

6 Q. Okay. Would you say that the projects
7 you took were small projects, medium size projects
8 or large type projects?

9 A. All.

10 Q. All. Okay. How many individual
11 residential projects would y'all take, just per
12 lot?

13 A. I think the year I sold the company it
14 was probably -- we probably did over 20,000
15 residential surveys that year.

16 Q. In one year?

17 A. Um-hum.

18 Q. 20,000 individual?

19 A. Yeah. That would -- you know, like on
20 a particular house, we would hub the house. We
21 would do the foundation survey, do a final survey,
22 sometime flood certificate.

23 Q. Okay.

24 A. And so if you -- you know, five or six
25 thousand homes, you know, you do an average of --

1 dimensions.

2 A. Well, understand, this is Rick
3 Aldridge, who is a licensed surveyor in our office.
4 So Matt prepared this, and Rick is the one that
5 reviewed it. So I --

6 Q. So you can't speak to whether or not --

7 A. No.

8 Q. -- you agree with this?

9 A. No. Sorry.

10 Q. That's fine.

11 MS. SMITH: Do you have any questions?

12 MR. BERTELE: Oh.

13 EXAMINATION

14 BY MR. BERTELE:

15 Q. Explain to me why you had the second
16 crew go out to examine the corners on Zacoma.

17 A. Well, in looking at the information, I
18 saw where this portion, Macoma, was tied very well
19 down to Zacoma. So just for my edification, since
20 I was going to be here testifying today, I wanted
21 to see if these corners over here matched this plat
22 that -- you know, the original corners that we
23 could find.

24 Q. And what was the conclusion? Do they?

25 A. Yes, in my opinion, they do very

1 closely. I mean, it's not exact. It's an older
2 plat, but I felt like it did.

3 Q. Um-hum. What about the corners on
4 Macoma?

5 A. The corners that we have found, again,
6 looked at them digitally and overlaid the drawing.
7 I felt like they matched pretty close.

8 Q. The corners that were found in the
9 field matched what was shown on the plat?

10 A. On the recorded plat?

11 Q. Yes, sir. That's what we're talking
12 about.

13 A. Yes. The ones that we found that show
14 five-eighths in here.

15 Q. Okay.

16 A. And again, I mean, we show what we
17 found, yes.

18 Q. All right. So isn't it the case that
19 there are deviations on Macoma between the pink
20 line, which is the corner that you found, and the
21 line drawn on the plat?

22 A. In that case it is, right.

23 Q. Okay.

24 A. What size is that? Yeah, that's the
25 five-eighths, yes.

ROB ARRINGTON DEPOSITION EXCERPTS

1 A Okay.

2 Q If you need to explain anything, let me know
3 that you need to explain so that I don't talk over you so
4 that the court reporter can get everything down.

5 A Okay.

6 Q Okay? So this is -- we did speak the other
7 day to confirm the appointment and talk about the length
8 of time.

9 A Yes.

10 Q But other than that, this is the first time
11 I've met you and heard from you with regard to what you
12 did at on Macoma Drive for Lots 11 and 12, so I do have a
13 couple of preliminary questions for you. The first is,
14 who hired you for this job?

15 A Gordon Timmons.

16 Q Okay. And so this is independent of Parker
17 Land Surveying?

18 A Yes.

19 Q Okay. What was the purpose of the job when
20 Mr. Timmons hired you?

21 A The purpose was to verify an existing survey
22 that another surveying firm had done.

23 Q Okay. And which survey was that?

24 A That was the survey for Macoma Drive.

25 Q Okay. So to confirm, the survey not to

1 re-survey?

2 A It was to -- yeah. The survey was already
3 completed.

4 Q Okay.

5 A So it was basically to confirm. But when I
6 confirm, I basically re-survey, myself.

7 Q Okay. So did you take the survey from scratch
8 as if you had never seen the re-survey by Parker Land
9 Surveying?

10 A I took it -- we always take it from scratch.
11 During the time where -- we receive all kinds of
12 references and resources, so it's always from scratch.
13 But we tend to take everything we have from what we
14 compile, what was given to us, everything, to -- to look
15 at -- actually look at a survey.

16 Q Okay. So you approach this as if it's a
17 brand-new project and not just a confirmation of points on
18 a plat?

19 A That is correct.

20 Q Okay. Now because I haven't seen any of the
21 -- I've seen one survey that you produced --

22 A Uh-huh.

23 Q -- and I looked at, of course, the supporting
24 documents. What I'm going to ask you to do this morning,
25 in just a moment, is to take me back to ground zero and

1 A At first, he gave me an address.
2 This was over the phone, I believe. He gave me an
3 address. I did some research. And then he told me what
4 was going on and I said okay, well, I'm just going to have
5 to do it all over because I'm not -- not -- not many -- I
6 don't think any surveyor will take another surveyor's
7 information and start to use it. That's -- that's not
8 what we do. So he gave me a -- I think he gave me the
9 address. I did -- this was on a Friday, I believe.

10 Q Do you remember what month?

11 A Off the top of my head, I don't. I know it
12 was -- I think it was last year, towards the end of the
13 year.

14 Q Do you mean 2015?

15 A Yes.

16 Q Thank you.

17 A And he gave me the address and I started doing
18 some research. Go on line, pulling the deed. I asked him
19 if there was a title search done and he said no, there
20 wasn't, and we disclosed that in our plat. The last -- we
21 pulled the deed. The deed basically just referenced the
22 -- the plat back in 1971, so being of all Lot 12. So we
23 pulled the plat. And then I got all the information I
24 think the next week. Monday or Tuesday of the next week I
25 went up there and met with him, showed him what I had, and

1 Charleston County?

2 A It was the Register of Deeds.

3 Q Okay.

4 A Register of Deeds web site. You can search
5 and it brings up -- you know, like I -- I can't remember
6 which one it was, but I was up at late at night just
7 trying to research. But it brings up all kinds of
8 information all through this area. Basically, the plats
9 in that general area that have been revised and -- and --
10 and created over the years. In doing so, we pulled quite
11 a bit of plats. A couple lots had been joined together; a
12 couple lots had been split up.

13 Q Okay. Would that be the Lots 20 down through
14 16 that had been --

15 A It was --

16 Q Had property lines moved?

17 A It probably was, but I -- we -- we pulled two
18 or three different plats, and I may have --

19 Q Okay.

20 A -- some here.

21 Q All right. And why are those important?

22 A Because it's all evidence, evidence that we
23 can use and establish some of the boundary -- boundary
24 lines.

25 Q Okay. Now what is it that we're looking at

1 now?

2 A This is what I found. This is one of Lot 1
3 and 2, Block E.

4 Q On Macoma Drive?

5 A On Macoma Drive, that -- let's see; was it
6 Macoma? Yes. This --

7 MR. LANNING: You may want to get him to --

8 THE DEPONENT: Oh, yeah.

9 BY MS. SMITH:

10 Q This is Plat Book K-135, Page 883, and that
11 would be the Register of Deeds book and page. It's File
12 Drawer 1 -- oh, it's File 1, Folder 63, and it was
13 recorded March 2nd, 1984 in the Charleston County Register
14 of Deeds.

15 Would it be okay with you if I marked this as
16 Exhibit 2?

17 A Sure.

18 Q Okay. Meaning is this your only --

19 A I -- I've got all the stuff written down. I
20 can get other copies off line.

21 (Plat from Plat Book K-135, Page 883, File 1, Folder
22 63, Recorded March 2nd, 1984 in the Charleston County
23 Register of Deeds, Defendant's Exhibit No. 2 is marked for
24 identification and made part of this deposition.)

25 BY MS. SMITH:

1 A Because it, basically, helped out with
2 a couple of dimensions that were unclear on the first
3 plat.

4 Q On the AL-77?

5 A Yes.

6 Q Which dimensions are those?

7 A First of all -- excuse me. They gave us an
8 overall dimension from monument to monuments. Before, on
9 the other plat, they gave us a dimension, but this
10 dimension did not add up.

11 Q Okay. On AL-77, the dimensions don't add up?

12 A The dimensions of the -- between markers do
13 not add -- I can't confirm that all dimensions add up on
14 that one.

15 Q So you can't confirm that the dimensions on
16 Plat Book AL-77 add up?

17 A I haven't -- no; I can't -- well, you're --
18 you're talking about this whole plat. I have not done
19 anything.

20 Q Well, I'm asking you to clarify what you said.

21 A The dimensions on -- between the markers of
22 plat book --

23 Q AL-77?

24 A -- AL-77, between the properties we are
25 surveying, between Lots 12 and Lots 20 on that plat.

1 Q You did not?

2 A We have an SIP right there.

3 Q What is an "SIP?"

4 A An SIP is a set iron pin.

5 Q Okay. So you can't --

6 A So --

7 Q -- verify, within a reasonable degree of
8 certainty, that that is in fact the corner; can you?

9 A We've calculated it. We've calculated out
10 corners.

11 Q That was a "yes" or "no" question.

12 A And repeat the question again.

13 Q The question is, you can't ascertain, within a
14 reasonable degree of certainty, that that is the actual
15 property corner for Lot 12 and 13; can you?

16 A From our -- our information, our notes, yes; I
17 can, because that's what we've calculated. And --

18 Q So that's what you calculated. But you're
19 taking scaling -- using scaling; correct?

20 A Yes. Because there was no monumentation.

21 Q But we've already gone over the fact that
22 there is monumentation.

23 A That -- the monumentation, but it was multiple
24 feet off. I'm not talking half a foot off the
25 right-of-way. I'm talking multiple feet over here, off.

1 extrapolate the 103.2 as a distance between the
2 two monuments, without a notation by the surveyor for
3 this, for the property lines?

4 A When -- when you have no information and you
5 have no monumentation, you have to go to what -- like you
6 just said. When there's no monument, there's no natural,
7 there's no physical, there's no -- there is some parole,
8 but I was told -- you just said that. But you have to go
9 back to the original surveyor and his intent: Was his --
10 was the intent, this?

11 Q Did you speak with Mr. Lore?

12 A I'm sorry. Who? Mr. Cuttino or -- oh.

13 Q Who -- if you could read this out to me and
14 then tell me who the surveyor was on this legend of Plat
15 Book AL-77.

16 A This one here?

17 Q Yes, sir.

18 A "I, G.E. Lore, certify this plat as the
19 property boundaries for a plat of Copahee View, Section 1,
20 by A.L. Glenn and dated November 1964. Drainage,
21 easements and roads revised and surveyed by me, December
22 1975."

23 Q Okay. And who is that?

24 A G.E. Lore.

25 Q Okay. So is he certifying that he did the

1 Q Okay. So if the dimensions on a plat
2 don't add up, what is the next step a surveyor should take
3 in looking at evidence?

4 A A surveyor at this time, or a surveyor now?

5 Q A surveyor now?

6 A A surveyor now would pull -- just find more
7 evidence, find more plats, which we did, to -- to try to
8 establish what is going on out there.

9 Q So would you look at paper where other people
10 have created dimensions or would you -- is there other
11 evidence that you would go and look for?

12 A Both.

13 Q Okay.

14 A But I mean if -- if we -- if -- if we don't
15 have the -- the right information and something's not
16 adding up, we clearly will go back outside, go back out,
17 start finding more and more and more property corners,
18 just --

19 Q How do you do that?

20 A With a metal locator and pulling distances,
21 try to find something.

22 Q And did you do that?

23 A We did. Well, on our lot.

24 Q Which lot is "our" lot?

25 A Lot 12.

1 Q Yes, sir?

2 A We did -- we actually -- we found a lot of the
3 information on our lot. We also found a lot of
4 information on Lot 13, at the time.

5 Q Tell me about it.

6 A Lot 13, we found basically all four of the
7 property corners. We also found the property corners on
8 the south side which we --

9 Q And that would be between Lot 13 and 14?

10 A That's correct.

11 Q Okay.

12 A We found fence posts, old fence posts at the
13 property corners, which, in most terms in surveying is --
14 it means possession lines.

15 Q Okay.

16 A So we did find those at the corners of the
17 line between 13 and 14.

18 Q Okay. So you know the line between 13 and 14?

19 A That's correct.

20 Q All right. And how did you come down the
21 front of 13?

22 A Well, we basically went to our plat of A ...

23 Q AL-77?

24 A AL-77.

25 Q Okay.

1 A And we were able to find a concrete
2 monument.

3 Q And tell me about that concrete monument.

4 A The concrete monument was still there. It was
5 a little disturbed. It was leaning over a little bit, but
6 we did find it.

7 Q Okay. Where is it?

8 A It is the black square on the front of Lot 12
9 on the left -- on the southern side of Lot 12 in the
10 right-of-way.

11 Q Is it in a right-of-way or is it in the middle
12 of the SCE&G easement?

13 A Both. The right-of-way -- well, the
14 right-of-way line. Sorry. The right-of-way line.

15 Q Okay. All right. So that being a square,
16 should that be a corner?

17 A They're all corners. That's correct.

18 Q Okay. So this square is the property corner
19 for lot -- the adjacent line for Lot 12 and Lot 13?

20 A Well, there's -- it's not a property corner.
21 It's an actual corner of a line, in surveying-wise.
22 Property corner? No; it's not.

23 Q Okay. So continue.

24 A When we did find this, we -- we surveyed all
25 of 13 which is on AL-77.

1 A Well, we didn't find this concrete
2 monument which is --

3 Q At the head of Macoma and Pandora?

4 A Yes. On the line. We weren't able to find
5 that. But if you -- we -- we calculated the -- like I
6 told you before, we could calculate the curve. We
7 actually could calculate across the street, and across the
8 street to there.

9 Q So --

10 A We did find those concrete monuments --

11 Q Okay.

12 A -- at the intersection of Macoma and Pandora.

13 Q Did you find the concrete monument
14 perpendicular to the missing monument at Pandora and
15 Macoma?

16 A Yes.

17 Q Okay. So you were able to extrapolate?

18 A We did.

19 Q Okay. So why is this important to the
20 property line between Lots 11 and 12?

21 A Well, we -- it's all in one big nature. First
22 of all, we've -- we've got to establish if the
23 right-of-ways are correct, if our property line of lot --
24 I'm sorry -- 12 and 13, is tying in to the rest of the --
25 the block further down. That's where we need to start at

1 A Well, 13, we established it by finding
2 the actual property corners.

3 Q Okay.

4 A And they matched to the AL-77 plat.

5 Q Okay. All right. So were you able to
6 extrapolate the property corner between 13 and 12 with a
7 reasonable certainty?

8 A I'd have to -- between 12 and 13?

9 Q Yeah.

10 A It was pretty much already established.

11 Q Okay.

12 A We found the corners.

13 Q Okay.

14 A And existing, they were -- they checked within
15 tolerance. They were checked really good. That was Lot
16 12 and 13.

17 Q Okay. All right.

18 A And then we did find them. And when we did
19 tie them down to the -- the intersection, they tied in
20 really good.

21 Q Okay.

22 A Even the rear, also.

23 Q All right. So one of the biggest issues that
24 we have, I think, between Lot 11 and Lot 12, is the front
25 dimension of Lot 12. Because if the front dimension of

1 the significance being that if his line is
2 correct, the house on 11 is not encroaching and is within
3 an appropriate setback, and, on the other hand, if what
4 you're trying to verify is correct, a portion of Lot 11's
5 house is over that property line, why wouldn't you call
6 that surveyor to ask for more evidence to ascertain that
7 line? Do you understand the predic --

8 A Yeah. I understand.

9 Q The seriousness of the predicament?

10 A I do. And I felt that, basically, I had some
11 really good information to establish ours. And because I
12 have tied multiple lots instead of just three or four lots
13 or whatever, I've tied them down to other corners and I've
14 tied -- you know, we've -- we did a survey for 13; we
15 found all their corners.

16 Q Uh-huh.

17 A We -- we found all our stuff on 12, except I
18 think we did have -- we have one to set right there, so.

19 Q Well, all right. Can you be sure, within a
20 reasonable degree of certainty, that you found the actual
21 property corner between 11 and 12, because there are three
22 different --

23 A No; we didn't.

24 Q -- rebar.

25 A No; we didn't. We have --

Exhibit A

REFERENCES

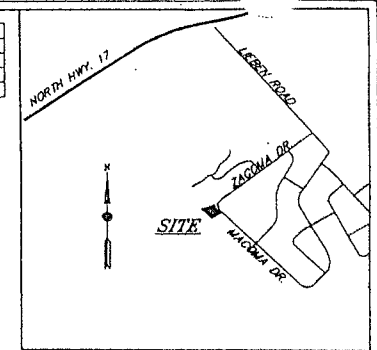
1. PLAT BOOK AL PAGE 77.
2. PLAT BOOK L14 PAGE 0509-0510.
3. DEED BOOK 0318 PAGE 741
4. DEED BOOK 0528 PAGE 456

NOTES

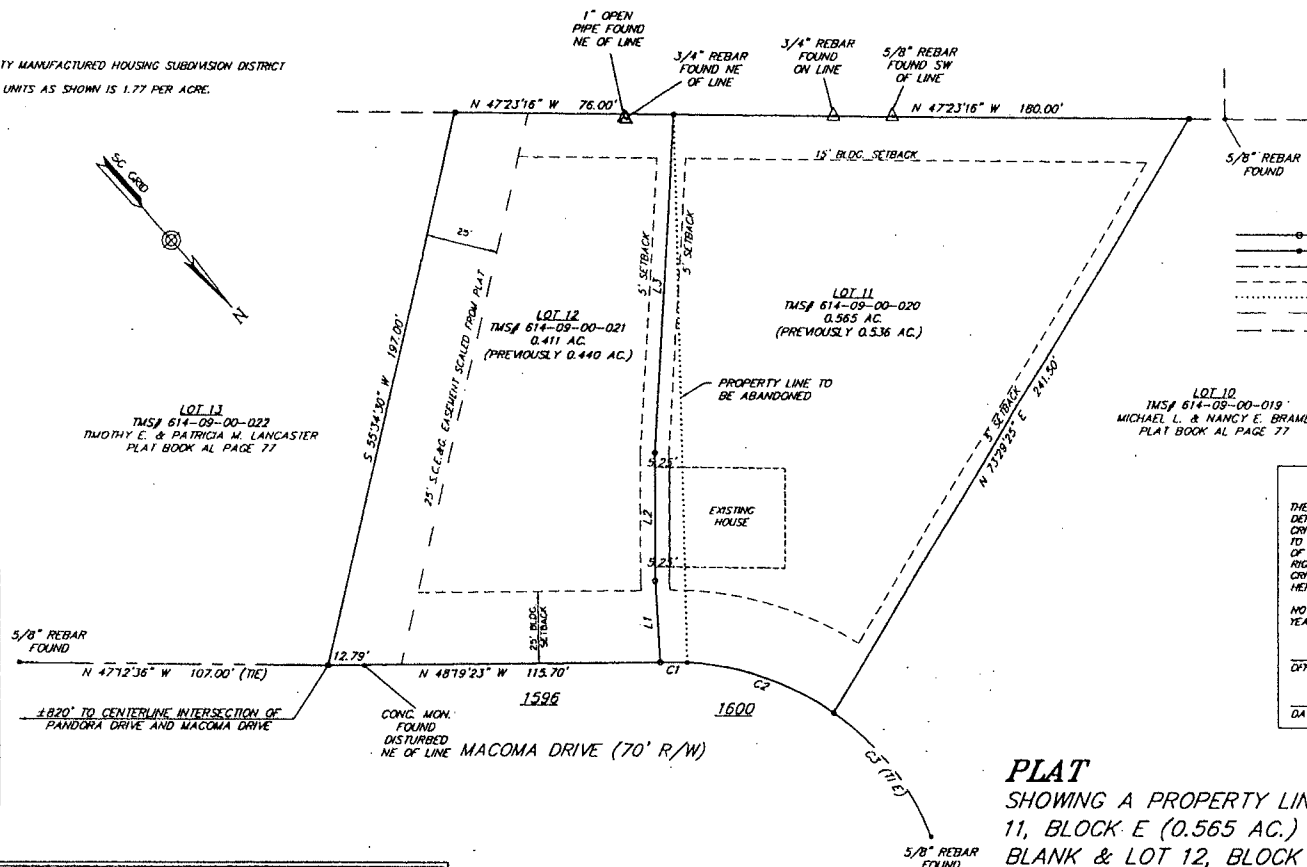
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. AREA DETERMINED BY COORDINATE METHOD.
3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4. PROPERTY IS LOCATED IN FLOOD ZONE AE (ELEV. 14) AS SCALED FROM F.I.R.M. PANEL 45019C 0535 J REVISED NOVEMBER 17, 2004.
5. PROPERTY IS ZONED 101 RESID-SFR
FRONT SETBACK 25'
REAR SETBACK 15'
SIDE SETBACK 5'
6. PROPERTY IS ZONED "MHS" - LOW DENSITY MANUFACTURED HOUSING SUBDIVISION DISTRICT
7. OVERALL EXISTING DENSITY OF DWELLING UNITS AS SHOWN IS 1.77 PER ACRE.

LINE DATA		
LINE	LENGTH	BEARING
L1	28.26'	S38°46'44"W
L2	44.69'	S42°23'30"W
L3	112.39'	S45°48'08"W

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	96.87	9.32	4.66	S30°36"	S47°45'33"E	9.31
C2	96.87	54.80	28.16	S22°44'58"	S28°47'50"E	54.07
C3	96.87	55.82	28.71	S10°00'31"	S03°55'00"W	55.05



TRACTAL
STRATON PLACE
TMS# 614-00-00-569
PLAT BOOK L14 PAGE 0509-0510



LINETYPE AND SYMBOL LEGEND	
—●—	PROPERTY LINE w/CORNER (3/4\" REBAR, SET)
—●—	PROPERTY LINE w/CORNER FOUND AS DESCRIBED
- - -	RIGHT-OF-WAY LINE
- - -	SETBACK LINE
- - -	ABANDONED PROPERTY LINE
- - -	S.E.G.B.G. EASEMENT LINE
- - -	ADJOINING PROPERTY LINE

OCEAN COASTAL LINE CERTIFICATION

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

NOTE: THIS CERTIFICATION IS VALID FOR A PERIOD OF FIVE YEARS.

OFFICE OF OCEAN & COASTAL RESOURCE MANAGEMENT

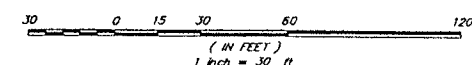
DATE _____

PLAT

SHOWING A PROPERTY LINE ADJUSTMENT BETWEEN LOT 11, BLOCK E (0.565 AC.) PROPERTY OF MICHELE G. BLANK & LOT 12, BLOCK E (0.411 AC.), PROPERTY OF GORDON T. TIMMONS EXEMPT FAMILY TRUST, LOCATED IN COPAHEE VIEW SUBDIVISION, CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA

DATE: MARCH 27, 2015
REVISED: APRIL 17, 2015

SCALE: 1" = 30'



12683

CHARLESTON COUNTY APPROVAL STAMPS

Parker Land Surveying, LLC
5910 Griffin Street
Hanahan, SC 29410
Phone: (843) 554-7777
Fax: (843) 554-7779

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

LAUREN MAURICE WILDER
LAUREN MAURICE WILDER, L.S. 29523

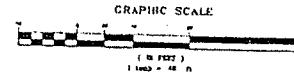


Exhibit B

12684

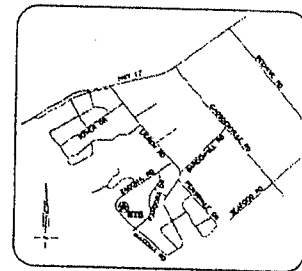
REFERENCES:

1. PLAT BY G. E. LOHR, REVISED APRIL 1976, RECORDED IN MAP BOOK AL, PG. 77.
2. PLAT BY G. E. LOHR, REVISED DECEMBER 30 1976, RECORDED IN MAP AL, PG. 68.
3. PLAT BY FORBESBURG ENGINEERING AND SURVEYING, REVISED JANUARY 4, 1984, RECORDED IN MAP BOOK AL, PG. 83.
4. PLAT BY PARKER SURVEYING, RECORDED IN MAP BOOK LIA, PG. 0509.



CURVE	LENGTH	BEARING	CHORD
C1	18.11	S89°27'14"E	30.11
C2	107.00	S89°27'14"E	175.33
C3	31.28	S89°27'14"E	50.70
C4	1.57	S89°27'14"E	1.00

LINE	LENGTH	BEARING
L1	31.11	N74°30'14"W
L2	12.85	N48°04'55"W
L3	43.78	N50°13'14"W
L4	16.51	N53°27'16"W



VICINITY MAP
Not To Scale

GENERAL NOTES:

1. TRS# 814-09-00-021
2. PROPERTY APPEARS TO BE LOCATED IN ZONE AC (IL-11) AS SHOWN ON FEMA FIRM PANEL 45080C 500J DATED 11/11/2004 AND AN AREA NOT INCLUDED ON FEMA FIRM PANELS AS INDICATED ON FEMA FIRM MAP INDEX 45080BND0 DATED 04/15/1994.
3. RECORDS SHOWN ARE REFERENCED TO SC 0100 1983.
4. SETBACK INFORMATION:
FRONT YARD - 25'
SIDE YARD - 5'
REAR YARD - 15'
5. AREAS DEDICATED BY DM COCKE/STATE W-2003.
6. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY DO NOT CONSTITUTE A TITLE SEARCH.
7. NO UNDERGROUND ENVIRONMENTAL OR UTILITIES WERE LOCATED.
8. ANYTHING SHOWN OUTSIDE THE BOUNDARY OF THIS PROPERTY IS FOR DESCRIPTIVE PURPOSES ONLY.
9. THERE ARE NO TREES SHOWN FOR THE PURPOSES OF THIS MAP.
10. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, EIGHTH-OF-16THS UTILITIES AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPULSED.
11. ALL CORNERS TO BE SET WILL BE 3/4" IRON.

NOW OR FORMERLY
TRAFFIC PLACE
TR#1 814-09-00-021
75 LIA PG. 305

LEGEND

- E.P. EXISTING HCN PIN
- E.C.M. EXISTING CONCRETE MONUMENT
- S.I.P. SET IRON PIN
- F.P.E. FLOOD PREVENTION ELEVATION
- CLOSURE EXCEEDS 1' IN "GLOBO"
- PROPERTY LINE
- ADJACENT PROPERTY LINE BY CLOSURE ON "A"
- FENCE LINE
- CELESTIAL
- WATER METER
- LIGHT POST
- MAIN HOLE
- TELEPHONE PEDISTAL
- WATER METER
- CUT WIRE/POLE/POST
- REINFORCED CONCRETE PIPE
- CONCRETE PLASTIC PIPE
- TEMPORARY BENCHMARK (TBM)
- EXISTING HYDRAULIC
- TRANSFORMER
- ELECTRIC BOX
- WATER TANK
- HYDRAULIC



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE HANDBOOK STANDARD MANUAL FOR THE CLASS A SURVEY AS SET FORTH HEREIN. ALSO THERE ARE NO ENCUMBRANCES, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

DR#2
ROBERT L. ARDINGTON, S.C. PLS. L-19889

REVISIONS	DATE

RLA ASSOCIATES, PA
2204 BACONS BRIDGE ROAD
SUMMERVILLE, SC 29585
PHONE (843) 879-9091
FAX (843) 261-9002

BOUNDARY SURVEY OF LOT 12, BLK. E
COPANEE VIEW SUBDIVISION
TR#1 NO. 814-09-00-021
LOCATED IN MAP BOOK LIA, PG. 305

PREPARED FOR:
GORDON T. THOMAS EXEMPT
FAMILY TRUST

DRAWN BY:	MS
REVIEWED BY:	RLA
DATE:	12/19/13
SCALE:	1"=40'
FILE NO. MAINTAINING	
SHEET NO.	1
OF 1 SHEETS	

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2015 CP-10-3013TimmonsBlank

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

It states in open court on record they are dismissing their case with prejudice. A consent

INFORMATION FOR THE PUBLIC INDEX

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

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

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

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

Circuit Court Judge

3062

Judge Code

Date

FILED

2016 JUN -7 PM 4:21
JULIE J. ARTHUR
CLERK OF COURT

REFERENCES:

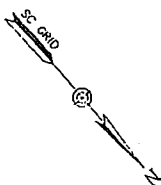
1. PLAT BOOK AL PAGE 77.
2. PLAT BOOK L14 PAGE 0509-0510.
3. DEED BOOK 0318 PAGE 741
4. DEED BOOK 0528 PAGE 456

NOTES:

1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. AREA DETERMINED BY COORDINATE METHOD.
3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4. PROPERTY IS LOCATED IN FLOOD ZONE AE (ELEV. 14) AS SCALED FROM F.I.R.M. PANEL 4501SC 0535 J REVISED NOVEMBER 17, 2004.
5. PROPERTY IS ZONED 101 RESID-NHS FRONT SETBACK 25' REAR SETBACK 15' SIDE SETBACK 5'
6. PROPERTY IS ZONED "LHS" - LOW DENSITY MANUFACTURED HOUSING SUBDIVISION DISTRICT
7. OVERALL EXISTING DENSITY OF DWELLING UNITS AS SHOWN IS 1.77 PER ACRE

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	96.91'	9.12'	5°10'16"	9.31'	S 47°45'33" E

LINE DATA		
LINE	LENGTH	BEARING
L1	34.69'	S 42°33'31" W



LOT 11
TMS# 614-09-00-022
TIMOTHY E. & PATRICIA M. LANCASTER
PLAT BOOK AL PAGE 77

PLANNING AND R.M.C. USE ONLY

APPROVED PLAT

[Signature]
Director of Planning
Charleston County Planning Commission
Appr: SBE 01167 Date: 06-23-16

RECORDED	
DATE: 6/24/2016	TIME: 3:18:33 PM
Book Page: S18 D154	DocType: Small Plat
Charlie Lybrand, Register, Charleston County, SC	
Record Fee: \$10.00	Fee by: CHARLESTON COUNTY PLANNING
Postage: \$0.00	
TOTAL: \$10.00	
Other: \$0.00	
Chk: \$0.00	
Location: COPAHEE VIEW S/D	

5/8" REBAR FOUND

N 47°12'36" W 107.00'
±820' TO CENTERLINE INTERSECTION OF PANDORA DRIVE AND MACOMIA DRIVE

CONC. SIGN. FOUND
DISTURBED NE OF LINE

MACOMIA DRIVE (70' R/W)

1600

LINE TYPE AND SYMBOL LEGEND

- PROPERTY LINE w/CORNER (1/4" REBAR SET)
- PROPERTY LINE w/CORNER FOUND AS DESCRIBED
- - - RIGHT-OF-WAY LINE
- - - SETBACK LINE
- - - S.E.C.A.G. EASEMENT LINE
- - - ADJOINING PROPERTY LINE

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

[Signature]
ANDREW C. GILLETTE
No. 5033
P.L.S. 5933-B



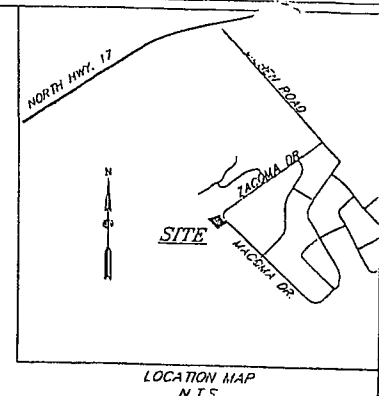
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

PLAT

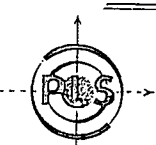
SHOWING LOT 12, BLOCK E (0.440 AC.), TMS# 614-09-00-021, PROPERTY OF GORDEN H. TIMMONS EXEMPT FAMILY TRUST, LOCATED IN COPAHEE VIEW SUBDIVISION, CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA

DATE: JUNE 3, 2016 REVISED: JUNE 22, 2016

SCALE: 1" = 20'



LOCATION MAP
N.T.S.



Ker Lund Surveying, L.L.C.
5910 Griffin Street
Hanahan, SC 29410
Phone: (843) 554-7777
Fax: (843) 554-7779

1. PLAT BOOK AL PAGE 77.
2. PLAT BOOK L14 PAGE 0509-0510.
3. DEED BOOK 0318 PAGE 741
4. DEED BOOK 0528 PAGE 456

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	98.87'	8.32'	53°0'16"	8.31'	S 17°45'31" E

LINE TABLE		
LINE	BEARING	DISTANCE
LI	S44°18'27"E	12.51'

3. PLAT SHOWING LOT 12, BLOCK E (0.440 AC.), TMS# 614-09-00-021, PROPERTY OF GORDEN H. TIMMONS EXEMPT FAMILY TRUST, LOCATED IN COPAHEE VIEW SUBDIVISION, CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA DATE: JUNE 3, 2016 REVISED: JUNE 22, 2016 AND RECORDED IN PLAT BOOK 518 PAGE 0134, CHARLESTON COUNTY RECORDS.

NOTES:

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4. PROPERTY IS LOCATED IN FLOOD ZONE AE (ELEV. 14') AS SCALED - FROM F.I.R.M. PANEL 45016C 0533 J REVISED NOVEMBER 17, 2004.
5. PROPERTY IS ZONED 101 RESID-MHS
FRONT SETBACK 25'
REAR SETBACK 15'
SIDE SETBACK 5'
6. PROPERTY IS ZONED "MHS" - LOW DENSITY MANUFACTURED HOUSING SUBDIVISION DISTRICT
7. OVERALL EXISTING DENSITY OF DWELLING UNITS AS SHOWN IS 1.77 PER ACRE.

5/8" REBAR

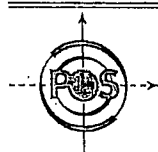
N4712'36"W 107.00'

CONG. MON.
FOUND
DISTURBED
NE OF LINE

MACOMA DRIVE (70' R/W)

LINETYPE AND SYMBOL LEGEND

- PROPERTY LINE w/ CORNER (3/4" REBAR SET)
 ●----- PROPERTY LINE w/ CORNER FOUND AS DESCRIBED
 ----- RIGHT-OF-WAY LINE
 ----- SETBACK LINE
 ----- S.E.C.&G. EASEMENT LINE
 ----- ADJOINING PROPERTY LINE

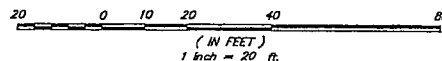


Parker Land Surveying, LLC
5910 Griffin Street
Hanahan, SC 29410
Phone: (843) 554-7777
Fax: (843) 554-7779

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ANDREW C. GILLETTE

44-38861-5933-B

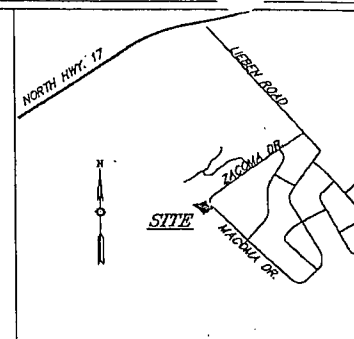


PLAT

SHOWING LOT 12, BLOCK E (0.440 AC.), TMS# 614-09-00-021, PROPERTY OF GORDEN H. TIMMONS EXEMPT FAMILY TRUST, LOCATED IN COPAHEE VIEW SUBDIVISION, CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA

..DATE: JULY 18, 2016. REVISED: AUGUST 4, 2016

SCALE: 1" = 20'



LOCATION MAP
N.T.S.

[illegible]

PLANNING AND R.M.C. USE ONLY

APPROVED PLAT

Director of Planning
Charleston County Planning Commission

JENNIFER S. SMITH, ESQUIRE, P.C.

260 West Coleman Boulevard, Suite B Mount Pleasant, South Carolina 29464
O: 843.856.1444 F: 866.526.5211
jennifer@jennifersmithesq.com

Invoice

Dated: August 29, 2016

Regarding: Michele Blank/ Macoma

Work performed: Insurability opinion

Charge: \$750.00

Please remit to: Jennifer S. Smith, Esquire, P.C.
260 West Coleman Boulevard, Suite B
Mount Pleasant, South Carolina 29464
EIN: 46-2492385

INVOICE DUE UPON RECEIPT.

Thank you.

12689

P-23

D

REFERENCES:

1. PLAT BOOK AL PAGE 77.
2. PLAT BOOK L14 PAGE 0509-0510.
3. DEED BOOK 0318 PAGE 741
4. DEED BOOK 0528 PAGE 456

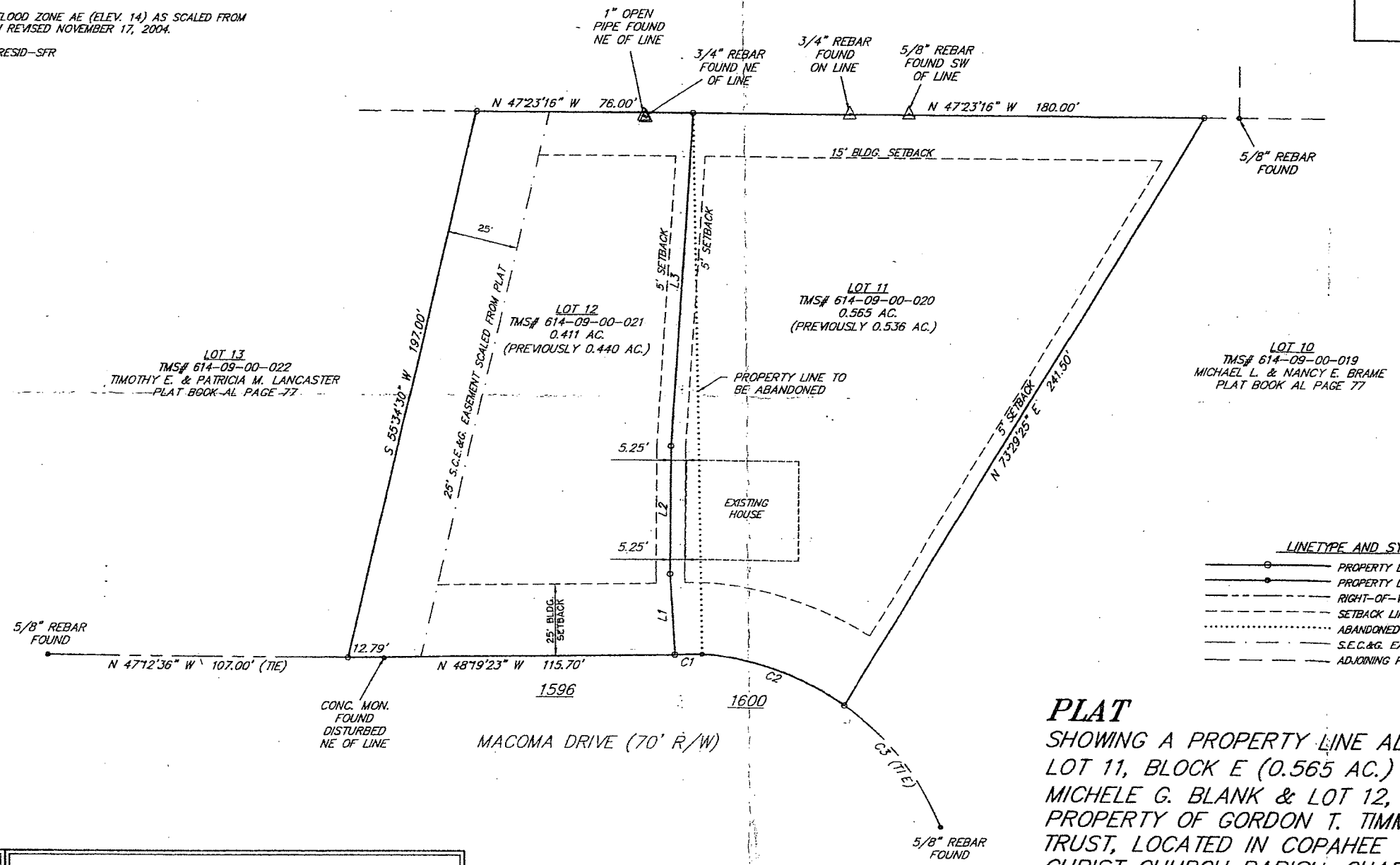
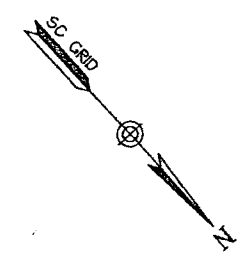
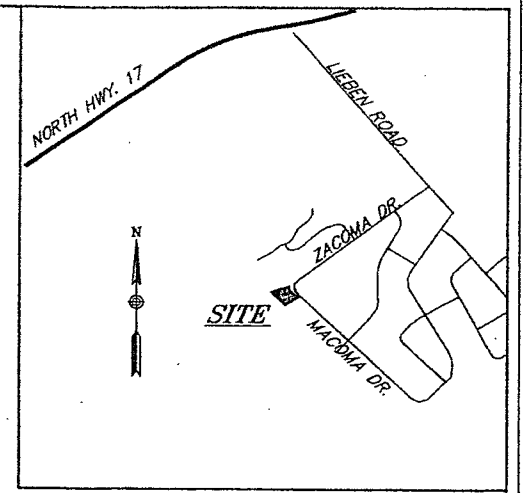
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5. PROPERTY IS ZONED 101 RESID-SFR
FRONT SETBACK 25'
REAR SETBACK 15'
SIDE SETBACK 5'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	96.87	9.32	4.66	5°30'36"	S47°45'33"E	9.31
C2	96.87	54.80	28.16	32°24'49"	S28°47'50"E	54.07
C3	96.87	55.82	28.71	33°00'51"	S03°55'00"W	55.05

LINE DATA		
LINE	LENGTH	BEARING
L1	28.26'	S38°48'44"W
L2	44.69'	S42°23'30"W
L3	117.39'	S45°49'08"W

TRACT A1
STRATON PLACE
TMS# 614-00-00-569
PLAT BOOK L14 PAGE 0509-0510



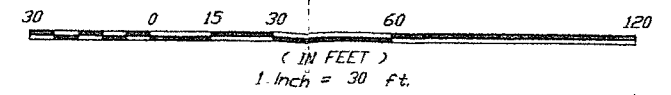
LINETYPE AND SYMBOL LEGEND	
	PROPERTY LINE w/CORNER (3/4\"/>
	PROPERTY LINE w/CORNER FOUND AS DESCRIBED
	RIGHT-OF-WAY LINE
	SETBACK LINE
	ABANDONED PROPERTY LINE
	S.E.C.&G. EASEMENT LINE
	ADJOINING PROPERTY LINE

PLAT
SHOWING A PROPERTY LINE ADJUSTMENT BETWEEN LOT 11, BLOCK E (0.565 AC.) PROPERTY OF MICHELE G. BLANK & LOT 12, BLOCK E (0.411 AC.), PROPERTY OF GORDON T. TIMMONS EXEMPT FAMILY TRUST, LOCATED IN COPAHEE VIEW SUBDIVISION, CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA

DATE: MARCH 27, 2015

SCALE: 1" = 30'

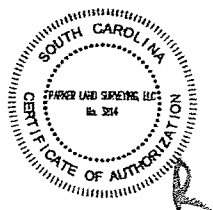
P-24



Parker Land Surveying, LLC
5910 Griffin Street
Hanahan, SC 29410
Phone: (843) 554-7777
Fax: (843) 554-7779

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LAUREN MAURICE WILDER
No. 29523
L.S. 29523



2690

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2016-CP-10-4122

MICHELE BLANK,)
)
Plaintiff,)

vs.)

AFFIDAVIT OF ANDREW C. GILLETTE

PATRICIA TIMMONS, TRUSTEE)
OF THE GORDON H. TIMMONS)
EXEMPT FAMILY TRUST,)
)
Defendant.)
_____)

PERSONALLY appeared before me, Andrew C. Gillette, who after being duly sworn, deposes and says as follows:

1. The surveyors that have studied the boundary line dispute have identified the area in dispute as being the "Quit Claim Area .3836.41SF" shown on the attached plat.

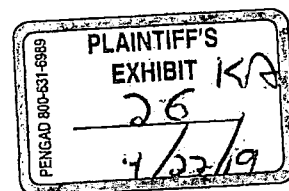
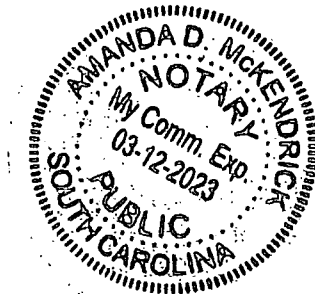
FURTHER DEPONENT SAYETH NOT.


ANDREW C. GILLETTE

SWORN TO BEFORE ME

This 12th day of February, 2019


Notary Public for South Carolina
My commission expires: 3/12/2023



SINGLE FAMILY RESIDENTIAL
&
SMALL COMMERCIAL PROJECTS (0 to ½ acre)

EROSION PROTECTION & SEDIMENT CONTROL
CERTIFICATION
(supplement to Building Permit)

Applicant Information

OWNER: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PHONE: _____ FAX: _____
E-MAIL: _____

Property Information

PARCEL/TMS #(S): _____ LOT NUMBER(S): _____
DEVELOPMENT
ADDRESS: _____
CITY: _____ ZIP CODE: _____
TOTAL ACRES: _____ DISTURBED ACRES: _____
LOTS APPLIED FOR: _____

Contractor Information (if applicable)

(1) COMPANY: _____
LICENSE #: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PHONE: _____ FAX: _____
EMAIL: _____

R 692



Owner/Operator must sign the certification below.

I certify under penalty of law that I understand and will comply with the County's Construction Activity Management Requirements for Single Family Residential Structures Disturbing Less Than 1 Acre in the attached document. I will ensure that the control measures are maintained. I further authorize and consent that Charleston County inspectors may enter upon the premises as necessary to ensure compliance with all related requirements of the Ordinance or Manual.

NAME (Please Print): _____

SIGNATURE: _____ DATE: _____

12693



- iv. Wetlands (fresh and saltwater),
- v. All areas within the site that will be included in the construction activities shall be identified and the total disturbed area shall be calculated,
- vi. Location of temporary and permanent stormwater management controls,

Note: This information may be provided in conjunction with the construction site plan.

- b. Site Narrative: A narrative must be submitted with the permit application describing the site, purpose of the construction activity, topographic and soil information, adjacent properties and owners, waterbodies receiving stormwater runoff, summary table(s) of existing and proposed runoff flows, volumes, and pollutant loads, existing water quality and flooding issues, and potential impacts (quality, downstream structures, etc.) and benefits (open space, treatment, maintenance, etc.). If applicable, the narrative will contain justification for variances or other special conditions of the site. If applicable, wetland and water body disturbance issues will be identified and the status of necessary permits application to the USACE. If a TMDL(s) is in place for the receiving waterbody, the narrative must describe how the project will comply with the TMDL(s).

The narrative should identify the roles and responsibilities of all co-permittees and others involved in the construction project;

- c. Hydrologic Design: Pre- and post-development hydrologic analysis that determines the existing stormwater peak flow rates, flow velocities, and pollutant loads for all delineated sub basin/discharge points. The existing condition will be the standard by which the stormwater plan for a construction project is evaluated. The stormwater plan must demonstrate control of runoff quantity and quality in accordance with design criteria provided in Chapter 3 (flow and volume control, maximum velocities, etc.);
- d. Detention Design: calculations showing the flow rates from the proposed development do not exceed pre-development levels;
- e. Hydraulic Design: calculations for all conveyances showing the ability to handle anticipated flows and volumes. Provide calculations showing that the project does not cause or increase any negative impact on downstream structures, and the upstream and downstream stormwater drainage system. The following computations shall be included: hydrographs, routing of hydrographs through system components, pipe and open channel capacity, velocity calculations, and water surface elevations. Calculations and discussion shall be provided energy dissipation and inlet and outlet protection. All system components shall have standard details and specifications;



2. Annual groundwater recharge rates will be maintained to the maximum extent practical by promoting infiltration through the use of structural and non-structural methods.
3. Stormwater runoff generated from development shall be controlled to predevelopment and/or natural rates. The method for computing adequate control shall be a risk-based approach using several design storms. Greater detail is provided in the next section.
4. Stormwater runoff generated from development shall be treated through the use of structural and/or non-structural practices. It is presumed that sufficient treatment is provided by the proposed BMPs if they are:
 - a. Designed according to the specific performance criteria outlined in this manual.
 - b. Constructed properly, and
 - c. Maintained regularly.
5. Stormwater discharges to special protection areas with sensitive resources or that have existing flooding or water quality problems [e.g., cold water fisheries, beaches, recharge areas, water supply reservoirs, Total Maximum Daily Loads (TMDLs), and 303(d) listings] are subject to additional performance criteria. Section 3.9 contains more specific information and design requirements and the areas that will receive this additional set of protection criteria.
6. All BMPs shall have an enforceable operation and maintenance agreement to ensure the system functions as designed. These agreements are referred to in this Manual as an operating permit. Chapter 2 contains more detail on these permits that are necessary to have a stormwater system or facility which discharges.
7. Redevelopment, defined as any construction, alteration or improvement exceeding 5,000 ft² of land disturbance on sites where existing land use is commercial, industrial, institutional, or multi-family residential, is governed by the same design criteria as new developments.
8. Sediment basins and/or other BMPs shall be used during construction to remove heavy sediment loads from runoff waters leaving the disturbed area. Design criteria are provided in sections below.
9. Clear cutting for installation of utilities and roads or for development shall be allowed, but limits have been established. The total disturbed area shall never exceed 10 acres unless otherwise approved by the Public Works Director. The Public Works Director may reduce the total area that may be disturbed at a given time. Project areas exceeding 10 acres must be phased to comply with this requirement. All clear cutting areas are to be clearly identified on construction documents. The decision to consider an activity as clear cutting shall belong to the Public Works Director, but will normally be defined as the removal of trees and stumps and all disturbances of surface vegetation and debris.
10. Permanent vegetative cover and the long-term erosion protection structures shall be installed as soon as practical in the development process.



- a. The proposed project will not create any significant adverse effects on the receiving storm water system downstream of the property, and
 - b. The imposition of peak flow rate or volume control for stormwater management would create, aggravate, or accelerate downstream flooding or cause a detrimental impact to the downstream ecosystem.
2. Construction shall conform to the latest version of SCDOT's *Standard Specification Manual for Highway Construction*, for publicly maintained systems.
 3. Guidance on the design, installation, and maintenance of stormwater quantity facilities can be found in Paine, J., and Akan, A., (2001), ASCE & WEF (1994), and Mays (2001).

3.4.1 Accepted Quantity Controls

Detention structural controls are used for providing water quantity control and are typically used downstream of other minor structural controls. These structures are designed to provide channel protection, overbank flood protection, and protection against adverse downstream impacts that are related to the increase in peak flow rates and flow volumes from a land disturbing activity development. Structural detention stormwater controls accepted by Charleston County are shown in Table 3.4.

Table 3.4: Accepted quantity controls

General Structural Control	Description
Dry Detention/Dry Extended Basins	Dry detention basins and dry extended detention basins are surface storage facilities intended to provide temporary storage of stormwater runoff and releasing it at a designed flow rate to reduce downstream water quantity impacts. These structures are designed to completely drain to a dry condition within 72 hours.
Wet Storm Water Detention Basins • Wet Pond • Wet Extended Detention Pond • Micropool Extended Detention Pond • Multiple Pond System	Wet detention basins are constructed stormwater basins that have a permanent pool or micropool of water. Runoff from each rain event is detained above the permanent pool and released at a designed flow rate to reduce downstream water quantity impacts. Permanent pool depths must be ≥ 6 feet to prevent mosquito breeding.
Multi-purpose Detention Areas	Multi-purpose detention areas are used for one or more specific activities such as parking areas and rooftops. These areas are used to provide temporary storage of runoff. Some of the multi-purpose areas such as infiltration trenches or bio-retention cells may also be used for water quality purposes.

State of South Carolina

County of Charleston

HOLD HARMLESS AND IDEMNIFICATION

Whereas, Patricia A. Timmons, as Trustee (Seller) and James Patrick and Holly Patrick (Buyers) entered into a contract for the sale of 1596 Macoma Dr., Mt Pleasant SC. And

Whereas, Michelle Blank has filed a Lawsuit against the Seller alleging numerous causes of action as set forth in her complaint in Case # 2016-CP-10-4122 in the Court of Common Pleas for the Ninth Judicial Circuit. And

Whereas, the Seller has filed an Answer, including Counterclaims against Michelle Blank. And

Whereas the Buyer and Seller have elected to proceed with the sale of the property despite the existence of the lawsuit refereed to above.

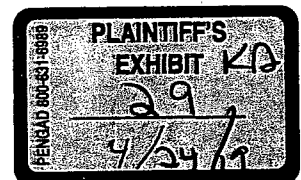
Now therefore in exchange of mutual conditions and promises the parties hereby agree as follows:

1. That the Buyer and Seller shall proceed with the closing of the property and the Seller will convey the undisputed portion of property, including the home, to the Buyer by General Warranty Deed.
2. That the Seller's attorney, Mark Mason, shall represent the Buyers at no cost should they be added as Defendants in the existing lawsuit.
3. That the Sellers shall assume all cost of complying with any order issued by the Final Court of Record.
4. That the Buyers will agree to purchase from the Seller the disputed property for Fifteen Thousand Dollars if Court determines that the Seller owns the disputed portion within thirty (30) days of the Final Order of the Court.
5. The Buyer agrees that should the Court approve the property line and shown on the attached plat the full \$15,000.00 will be due.

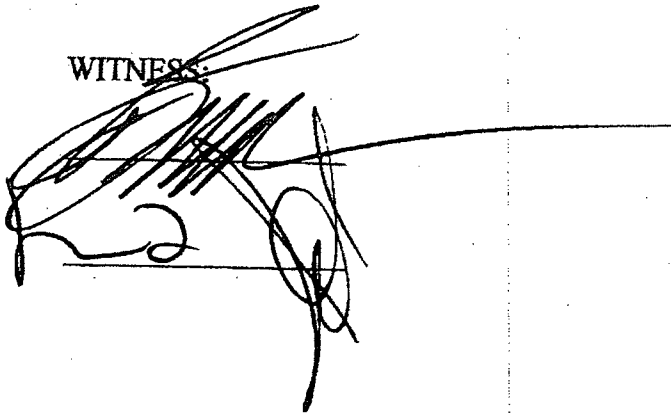
All parties acknowledge that they have had an opportunity to discuss this matter with Attorneys of their choice and have elected to proceed with this closing and agree to hold Thomas H. Brush and Brush Law Firm harmless.

Dated this 19th day of September, 2016.

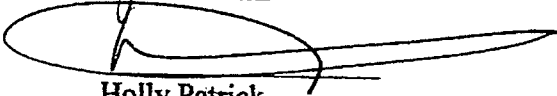
2698



WITNESS:

A large, stylized handwritten signature, possibly reading "R. B. Timmons", written over a horizontal line.

James Patrick



Holly Patrick



Patricia Timmons, Trustee

admirator

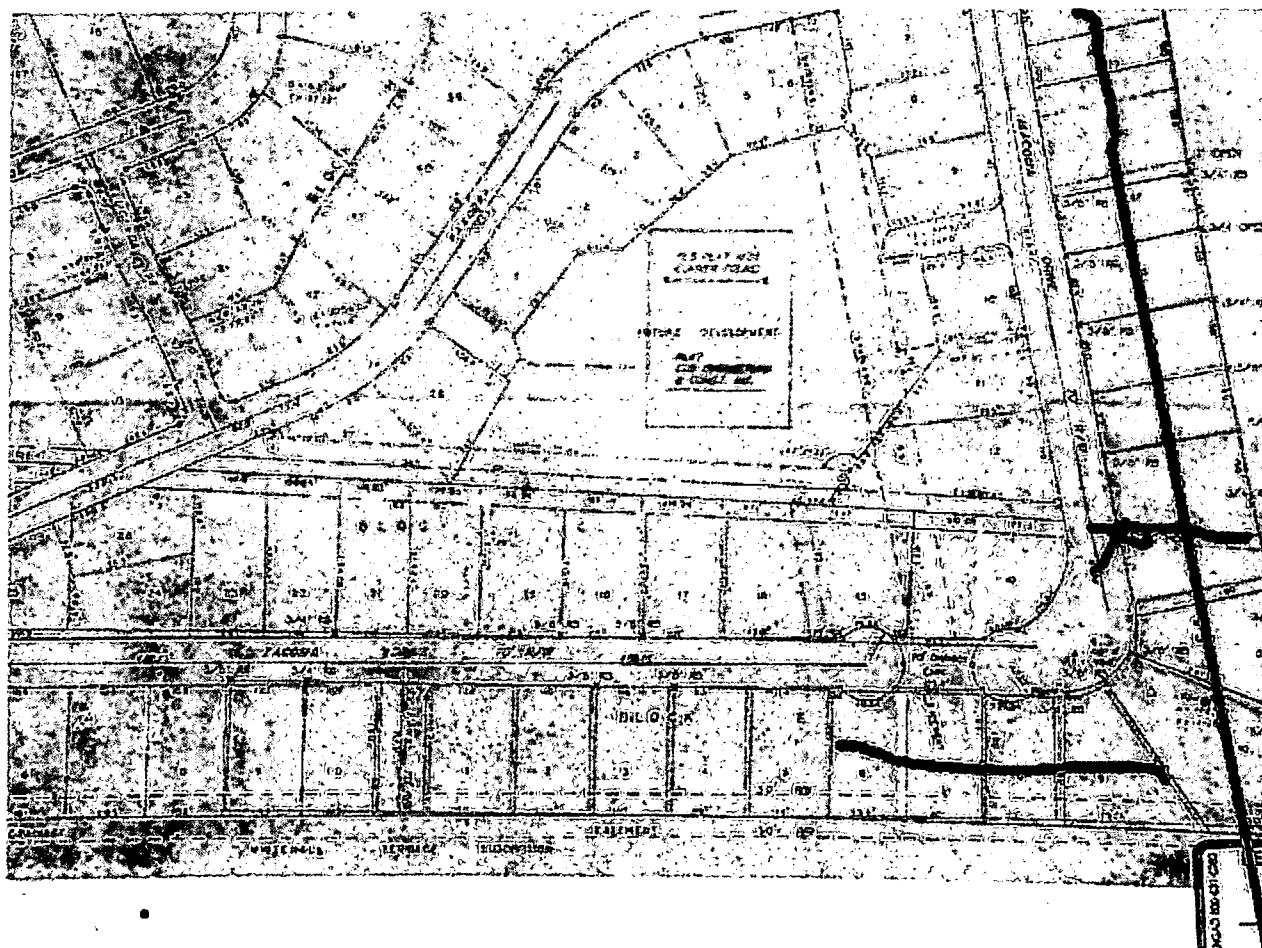
R-600

R700

DEFENDANT'S
EXHIBIT
2

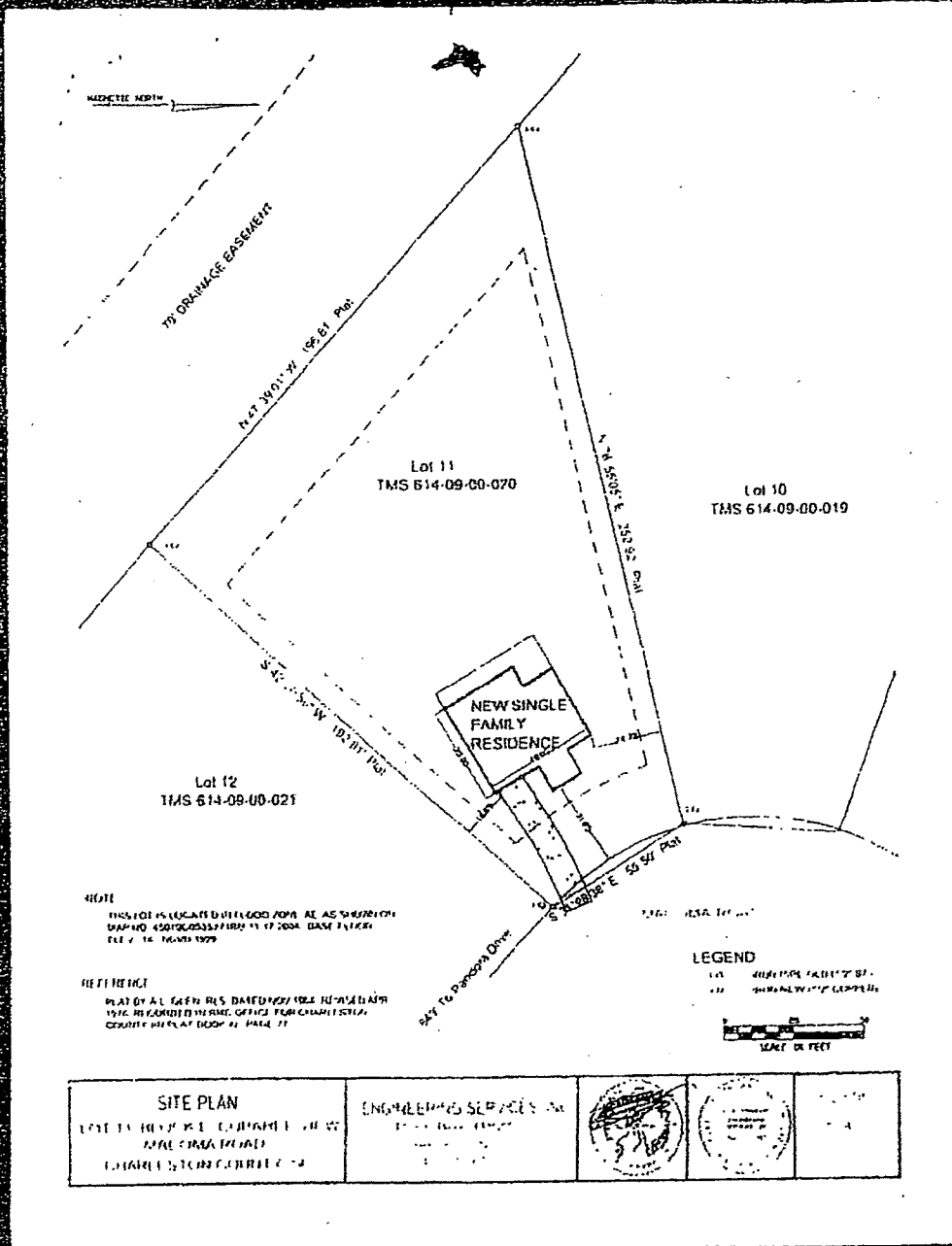
PEKAD 800-681-4808

4/22/2019 12:05:06 PM



A-3.

R 701



DEFENDANT'S
EXHIBIT 4
4/22/19

R702

5

4/22/9



By
Franklin

Lot 10
TMS 614-09-00-019

Lot 12
TMS-614-09-00-021

NEW SINGLE
FAMILY
RESIDENCE

MACOMA ROAD

LEGEND

10. IRON PIPE OLD (1/2" ST.)
LN. IRON NEW (1/2" COPPER)

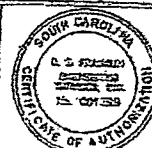
SCALE IN FEET

SITE PLAN

LOT 11, BLOCK E, COPAHEE VIEW
MACOMA ROAD
CHARLESTON COUNTY, SC

ENGINEERING SERVICES, INC.

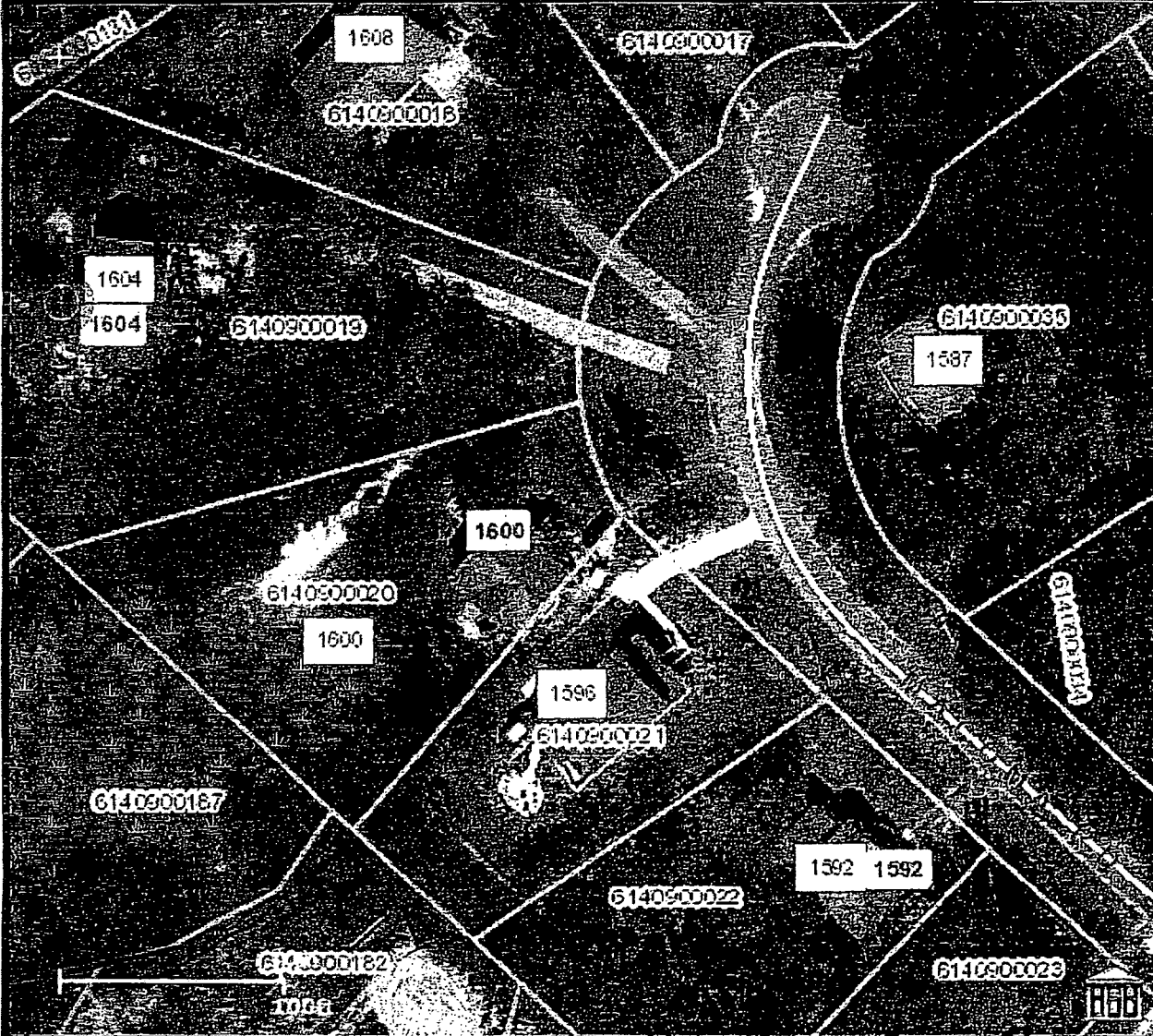
P. O. Box 31821
CHARLESTON, SC
843 571 3672



DATE
6/6/05
SCALE-8 1/2X11
1"=40'
SHEET

R703

Charleston County SC



Loca

EXAMPL



1:1013

CU

DEFENDANT'S
EXHIBIT *Kr*
6
4/22/19

R704

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION COVERSHEET

Patricia A. Timmons, Trustee of the)
Gordon H. Timmons Exempt Family)
Trust,)

Plaintiff(s))

vs.)

Michelle G. Blank,)

Defendant(s)

CASE NO: 2015-CP-10-3013

BY
JULIE J. ARMSTRONG
CLERK OF COURT

2015 MAY 27 PM 2:42

FILED

(Please Print)

Submitted By: J. Chris Lanning

SC Bar #: 73957

Telephone #: 843-766-5576

Fax #: 843-766-9152

Other:

E-mail: jking@brush-lanning.com

Address: 12 A Carriage Lane

Charleston, SC 29407

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If action is Judgment/Settlement do not complete

[] JURY TRIAL demanded in complaint.

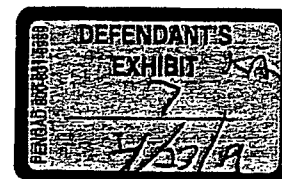
[X] NON-JURY TRIAL demanded in complaint.

[] This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.

[] This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.

[X] This case is exempt from ADR (Proof of ARD/Exemption Attached)

NATURE OF ACTION (Check One Box Below)



2705

Contracts

- ☐ Construction (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199)

Inmate Petitions

- ☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

Special/Complex /Other

- ☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out of State Depositions (650)
☐ Motion to Quash Subpoena in an Out of County Action (660)
☐ Sexual Predator (510)
☐ Other (999)

Torts - Professional**Malpractice**

- ☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
 Previous Notice of Intent Case#
 20__-NI-__-_____
☐ Notice/File Med Mal (230)
☐ Other (299)

Judgments/Settlements

- ☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Other (799)

Torts - Personal Injury

- ☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399)

Administrative**Law/Relief**

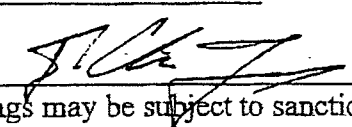
- ☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture - Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899)

Real Property

- ☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☒ Other (499)

Appeals

- ☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999)

Submitting Party Signature: 

Date: May 27 2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina

Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq., SCCA/234 (10/2014)

R706

PHOTOS OF LOT 12 AND LOT 11 BLOCK E, COPAHEE VIEW SUBDIVISION, CHARLESTON COUNTY, SC



Lot 12



Lot 12 – Lot 11 Property Line



Stormwater ponding between property lines

R 707

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg and York.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide).
4. Case are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ARD conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ARD, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

SCCA/234 (16/2014)

R 709

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON) CASE NO: 2015-CP-10 - 3013

Patricia A. Timmons, Trustee of the Gordon)
H. Timmons Exempt Family Trust,)

Plaintiff,)

-versus-)

Michelle G. Blank)

Defendant.)

(009015)

SUMMONS
(Non-Jury)

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2015 MAY 27 PM 2:42

FILED

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the Plaintiff or its attorney, Thomas H. Brush or J. Chris Lanning, at the office of, Brush & Lanning, P.A., 12-A Carriage Lane, Charleston, South Carolina, 29407, within thirty (30) days after the service hereof, exclusive of the day of such service; and, if you fail to answer the Complaint within the time aforesaid, we will apply to the Court for Default Judgment to be awarded against you.

Dated at Charleston, South Carolina on the 27th day of May, 2015.

BRUSH & LANNING



THOMAS H. BRUSH

SC Bar #974

J. CHRIS LANNING

SC Bar #73957

12-A Carriage Lane

Charleston, SC 29407

(843) 766-5576

R 710

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Patricia A. Timmons, Trustee of the
Gordon H. Timmons Exempt Family Trust,)

Plaintiff,)

vs.)

Michelle G. Blank,)

Defendant.)

IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2015-CP-10-3013

COMPLAINT

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2015 MAY 27 PM 2:42

FILED

TO: ABOVE NAMED DEFENDANT:

The Plaintiff, Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust, complaining of the Defendant, would allege and show unto the Court the following:

1. That the Plaintiff is a resident of Charleston County, South Carolina.
2. That the Defendant is a resident of Charleston County, South Carolina.
3. That the Plaintiff owns property located at TMS #614-09-00-021, which is more particularly described in Exhibit "A" attached hereto and incorporated herein. The Plaintiff was conveyed this property from Synovus Bank on March 18, 2013 by deed recorded on March 22, 2013 in Book 0318 at Page 741 in the RMC Office for Charleston County.
4. That the Defendant owns property located at TMS #614-09-00-020, which is more particularly described in Exhibit "B" attached hereto and incorporated herein. The Defendant was conveyed this property from Donald W. Horton on February 28, 2005 by deed recorded on March 11, 2005 in Book 0528 at Page 456 in the RMC Office for Charleston County.
5. That these two properties share a property line.

R 711

6. That the Defendant constructed a house after June 6, 2005 which encroaches across the shared property line and a portion of the house is located on the Plaintiff's property. That the Plaintiff did not give the Defendant permission to enter onto its land.

7. That the Plaintiff has attempted to resolve this matter without the court's assistance by offering to move the property line and give the Defendant additional land so the Defendant's house would not be encroaching onto the Plaintiff's property. The Plaintiff did not seek any monetary compensation or concessions from the Defendant with this offer.

8. The Defendant rejected this offer and wanted monetary compensation and other concessions from the Plaintiff by the Plaintiff agreeing to move the property line and give her additional property. The Defendant is being unreasonable.

**FOR A FIRST CAUSE OF ACTION
(Trespass)**

9. The Plaintiff incorporates the preceding paragraphs.

10. The Plaintiff is the owner of the property located at TMS #614-09-00-021, which is described in Exhibit "A". The Plaintiff was conveyed this property by Synovus Bank on March 18, 2013 by deed recorded on March 22, 2013 in Book 0318 at page 741 in the RMC Office for Charleston County. As such, the Plaintiff has legal possession and ownership of this property.

11. The Defendant constructed a house which crosses over the parties adjoining property line and a portion of the Defendant's house has entered onto the Plaintiff's property.

12. The Defendant did not have permission to erect part of her house on the Plaintiff's property.

13. The Plaintiff has suffered damages as a result of the Defendant's actions, which will be proven and shown at trial.

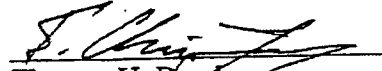
WHEREFORE, the Plaintiff PRAYS JUDGMENT:

(a) for an Order of this Court requiring the Defendant to move her house off the Plaintiff's property;

(b) against the Defendant for damages the Plaintiff has sustained together with reasonable attorney's fees and other costs of this action;

(c) for such other relief as this court deems just and proper.

BRUSH & LANNING, P.A.



Thomas H. Brush
J. Chris Lanning
12-A Carriage Lane
Charleston, SC 29407
(843)766-5576
(843)766-9152
Attorney for the Plaintiff

Charleston, South Carolina
5/26, 2015

Exhibit "A"

All that interest along the boundary line on the right of Lot 12 of that certain piece, parcel or tract of land, situate, lying and being in Charleston County, State of South Carolina, Copahee View Subdivision, shown and depicted on a plat entitled "Plat Showing a Property Line Adjustment between Lot 11, Block E (0.565 AC.) Property of Michele G. Blank & Lot 12, Block E (0.411 AC.), property of Gordon T. Timmons Exempt Family Trust, located in Copahee View Subdivision, Christ Church Parish, Charleston County, South Carolina" made by Lauren Maurice Wilder P.L.S. 29523 with Parker Land Survey, dated _____, and recorded _____, in Plat Cabinet _____, at Page _____.

SUBJECT to all restrictions, easements and rights-of-way of record and taxes for current year.

Being a portion of the same property conveyed to Patricia A. Timmons, Trustee of the Gordon H. Timmons Exempt Family Trust by deed of Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through some change and merger with The National Bank of South Carolina dated 03/18/2013 and recorded 03/22/2013 in the RMC Office for Charleston County in Book 0318 at Page 741.

TMS: 614-09-00-021

R 714

Exhibit "B"

THAT certain lot, piece or parcel of land, situate, lying and being in Moultrie Middle School District No. 2, in the County of Charleston, State of South Carolina known and designated as LOT 11, as shown on a plat by Edwin C. Cuttino, RLS, 5768 dated November 1964, and revised April 1976, entitled, "COPAHEE VIEW SUBDIVISION, recorded September 12, 1978, in Plat Book AL, Page 77, in the RMC Office for Charleston County.

THE PROPERTY having such sizes, shapes, metes, bounds and dimensions as are more particularly shown on said plats, which are hereby made a part and parcel of their conveyance.

TMS # 614-09-00-020

Address:

Lot 11 Macoma Drive
Mt. Pleasant, SC 29466

2715

1600 Macoma Drive

Legend

📍 1600 Macoma Dr

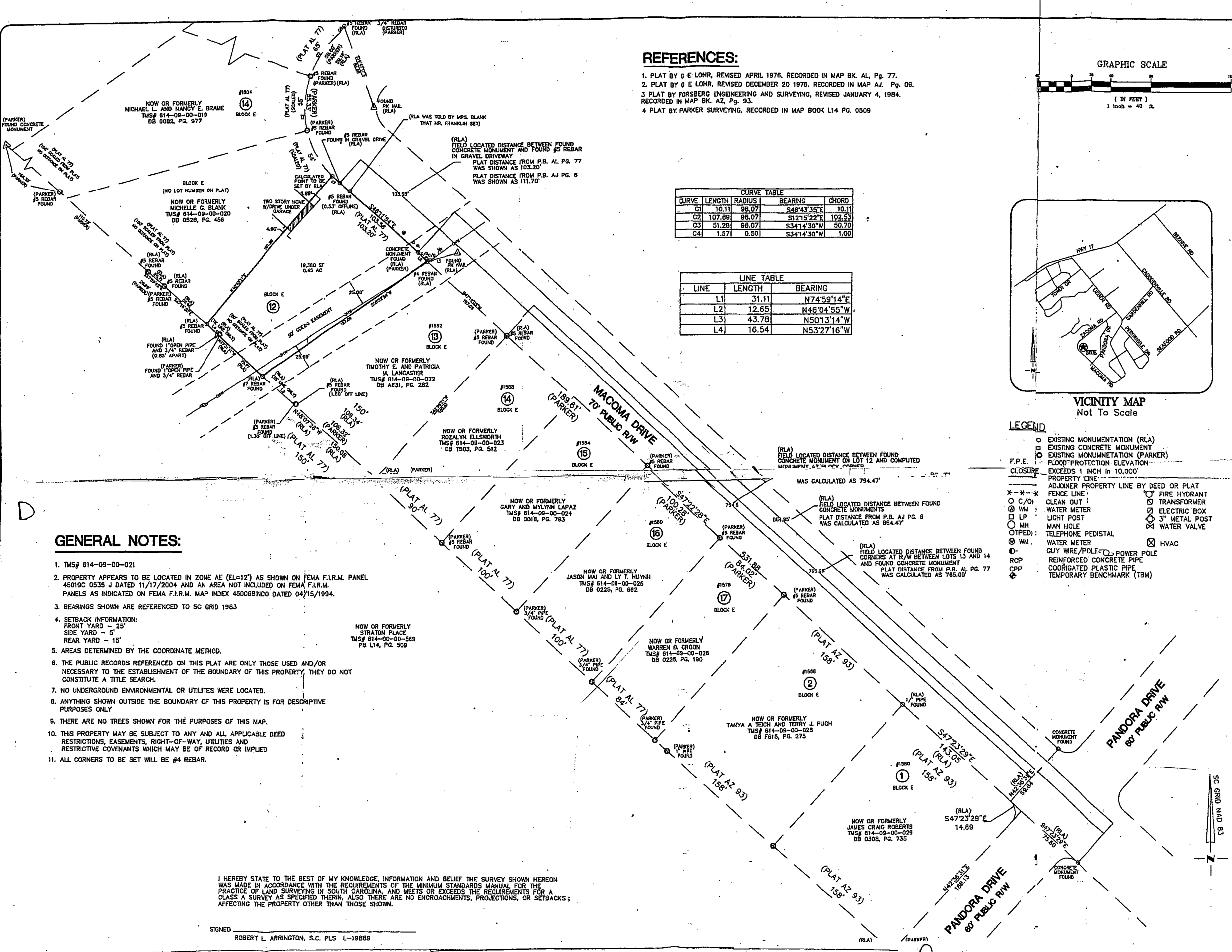
1600 Macoma Dr

R 316

D-8

40 ft



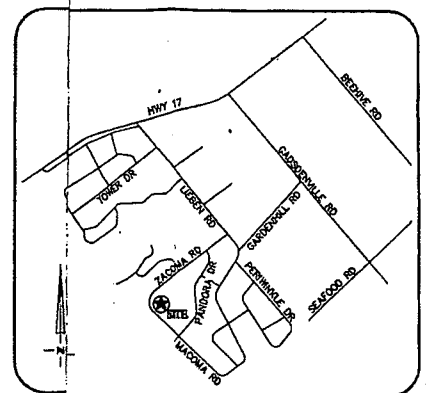
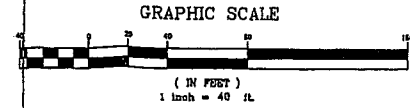


REFERENCES:

1. PLAT BY O E LOHR, REVISED APRIL 1976. RECORDED IN MAP BK. AL, PG. 77.
2. PLAT BY O E LOHR, REVISED DECEMBER 20 1976. RECORDED IN MAP AJ, PG. 66.
3. PLAT BY FORSBERG ENGINEERING AND SURVEYING, REVISED JANUARY 4, 1984. RECORDED IN MAP BK. AZ, PG. 93.
4. PLAT BY PARKER SURVEYING, RECORDED IN MAP BOOK L14 PG. 0509

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	10.11	98.07	S46°43'35\"E	10.11
C2	107.89	98.07	S12°15'22\"E	102.53
C3	51.28	98.07	S34°14'30\"W	50.70
C4	1.57	0.50	S34°14'30\"W	1.00

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.11	N74°59'14\"E
L2	12.65	N46°04'55\"W
L3	43.78	N50°13'14\"W
L4	16.54	N53°27'16\"W



- LEGEND
- EXISTING MONUMENTATION (RLA)
 - EXISTING CONCRETE MONUMENT
 - EXISTING MONUMENTATION (PARKER)
 - FLOOD PROTECTION ELEVATION EXCEEDS 1 INCH IN 10,000
 - ADJOINER PROPERTY LINE BY DEED OR PLAT
 - FENCE LINE
 - CLEAN OUT
 - WM
 - LP
 - MH
 - OTPED
 - WM
 - RCP
 - CPP
 - FIRE HYDRANT
 - TRANSFORMER
 - ELECTRIC BOX
 - 3\" METAL POST
 - WATER VALVE
 - HVAC
 - GUY WIRE/POLE
 - POWER POLE
 - REINFORCED CONCRETE PIPE
 - COORIGATED PLASTIC PIPE
 - TEMPORARY BENCHMARK (TBM)

GENERAL NOTES:

1. TMS# 614-09-00-021
2. PROPERTY APPEARS TO BE LOCATED IN ZONE AE (EL=12') AS SHOWN ON FEMA F.I.R.M. PANEL 45019C 0535 J DATED 11/17/2004 AND AN AREA NOT INCLUDED ON FEMA F.I.R.M. PANELS AS INDICATED ON FEMA F.I.R.M. MAP INDEX 45006BINO DATED 04/15/1994.
3. BEARINGS SHOWN ARE REFERENCED TO SC GRID 1983
4. SETBACK INFORMATION:
FRONT YARD - 25'
SIDE YARD - 5'
REAR YARD - 15'
5. AREAS DETERMINED BY THE COORDINATE METHOD.
6. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY DO NOT CONSTITUTE A TITLE SEARCH.
7. NO UNDERGROUND ENVIRONMENTAL OR UTILITIES WERE LOCATED.
8. ANYTHING SHOWN OUTSIDE THE BOUNDARY OF THIS PROPERTY IS FOR DESCRIPTIVE PURPOSES ONLY.
9. THERE ARE NO TREES SHOWN FOR THE PURPOSES OF THIS MAP.
10. THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED.
11. ALL CORNERS TO BE SET WILL BE #4 REBAR.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

SIGNED _____
ROBERT L. ARRINGTON, S.C. PLS L-19889

REVISIONS	DATE
ADDED PARKER DATA	5/26/16

RLA ASSOCIATES, PA
6605 ABERCORN ST, SUITE 210E
SAVANNAH, GEORGIA 31405
PHONE (843) 879-9091
FAX (843) 261-9092

EXHIBIT SHOWING
PROPERTY CORNERS FOUND
COPAHHE VIEW SUBDIVISION
TMS NO. 614-09-00-021
LOCATED IN CHRIST CHURCH PARISH (NEAR MT. PLEASANT)
CHARLESTON COUNTY, SOUTH CAROLINA

PREPARED FOR:
GORDEN H. TIMMONS EXCEMPT
FAMILY TRUST

DRAWN BY:	WBS
REVIEWED BY:	RLA
DATE:	12/01/15
SCALE:	1\"=40'
FILE NO.:	MACOMA.DWG
SHEET NO.	1
OF 1 SHEETS	

R 717

D-10

7/14/16
1:10 PM

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

MICHELE BLANK,)
)
Plaintiff,)
)
vs.)
)
PATRICIA TIMMONS, TRUSTEE)
OF THE GORDON H. TIMMONS)
EXEMPT FAMILY TRUST,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2016-CP-10-4122

**ORDER AMENDING
LIS PENDENS**

FILED
2016 SEP 14 PM 12:52
JULIE J. ARMSTRONG
CLERK OF COURT

THIS MATTER came before me for hearing upon Defendant's Notice of Motion and Motion to Cancel or Amend *Lis Pendens*. I find as follows:

1. The real property that is the subject of the boundary dispute in this action is the property highlighted in yellow on Exhibit "A" hereto. The *lis pendens* filed in this action on August 9, 2016 is hereby amended to reflect that the property in dispute is the property highlighted in yellow on Exhibit "A" hereto, not as described in the said *lis pendens*. The legal description of the real property that is the subject of the boundary dispute in this action is described as:

All that lot, piece or parcel or lot of land shown as "Quit Claim Area 3,636.41 SF. 0.083 AC" on a plat entitled "Plat Showing Lot 12, Block E (0.440 AC), TMS #614-09-00-021, Property of Gorden H. Timmons Family Trust, Located in Copahee View Subdivision, Christ Church Parish, Charleston County, South Carolina," Dated July 18, 2016, revised August 4, 2016 by Parker Land Surveying, LLC, Andrew C. Gillette, PLS, and recorded in the RMC Office for Charleston County on August 5, 2016 in Plat Book S16, Page 0176. Reference to said plat (which is attached hereto) is hereby craved for a more complete description.

GL

D-11

2. Defendant may proceed to sell the undisputed portion of Lot 12, Block E, T.M.S. #614-09-00-021 (the part not highlighted in yellow) to a third party free and clear of the claims raised by Plaintiff in this action.

3. Defendant shall hold the title to the disputed portion of Lot 12, Block E, T.M.S. #614-09-00-021 (the part highlighted in yellow) during the pendency of this action and it shall comply with any order issued in this case that determines the ownership of all or any part of the disputed portion of Lot 12.

THEREFORE, IT IS

ORDERED, ADJUDGED AND DECREED that the real property that is the subject of the boundary dispute in this action is the property highlighted in yellow on Exhibit "A" hereto. The *lis pendens* filed in this action on August 9, 2016 is hereby amended to reflect that the property in dispute is the property highlighted in yellow on Exhibit "A" hereto, not as described in the said *lis pendens*. The legal description of the real property that is the subject of the boundary dispute in this action is described as:

All that lot, piece or parcel or lot of land shown as "Quit Claim Area 3,636.41 SF. 0.083 AC" on a plat entitled "Plat Showing Lot 12, Block E (0.440 AC), TMS #614-09-00-021, Property of Gorden H. Timmons Family Trust, Located in Copahee View Subdivision, Christ Church Parish, Charleston County, South Carolina," Dated July 18, 2016, revised August 4, 2016 by Parker Land Surveying, LLC, Andrew C. Gillette, PLS, and recorded in the RMC Office for Charleston County on August 5, 2016 in Plat Book S16, Page 0176. Reference to said plat (which is attached hereto) is hereby craved for a more complete description.

ORDERED, ADJUDGED AND DECREED that Defendant may proceed to sell the undisputed portion of Lot 12, Block E, T.M.S. #614-09-00-021 (the part not

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highlighted in yellow) to a third party free and clear of the claims raised by Plaintiff in this action.

AND IT IS ORDERED, ADJUDGED AND DECREED that Defendant shall hold the title to the disputed portion of Lot 12, Block E, T.M.S. #614-09-00-021 (the part highlighted in yellow) during the pendency of this action and it shall comply with any order issued in this case that determines the ownership of all or any part of the disputed portion of Lot 12.

AND IT IS SO ORDERED.

Charleston, South Carolina
September 12, 2016



Judge, Ninth Judicial Circuit

THIS AMENDMENT TO HIS PENDENS SHALL CREATE NO PRESUMPTION AS TO THE VALIDITY OF THE JULY 18, 2016 GILLETTE PAT, REVISED AUGUST 4, 2016, OR THE BOUNDRIES THEREON, IDENTIFIED AS EXHIBIT A TO THIS ORDER AND SHALL NOT BE RELIED ON TO IMPAIR PLAINTIFF'S CLAIMS IN THIS CASE.



Exhibit "A"

GoZ

R721

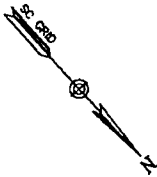
REFERENCES:

1. PLAT BOOK AL PAGE 77.
2. PLAT BOOK L14 PAGE 0509-0510.
3. DEED BOOK 0318 PAGE 741
4. DEED BOOK 0528 PAGE 458

5. PLAT SHOWING LOT 12, BLOCK E (0.440 AC.), TMS# 614-09-00-021, PROPERTY OF GORDEN H. TIMMONS EXEMPT FAMILY TRUST, LOCATED IN COPAHEE VIEW SUBDIVISION, CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA DATE: JUNE 3, 2016 REVISED: JUNE 22, 2016 AND RECORDED IN PLAT BOOK 518 PAGE 0134, CHARLESTON COUNTY RECORDS.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	98.87'	8.32'	5°10'36"	8.31'	S 47°45'53" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 61°19'21" E	18.51'



LOT 12
TMS# 614-09-00-022
TIMOTHY E. & PATRICIA M. LANCASTER
PLAT BOOK AL PAGE 77

NOTES:

1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. AREA DETERMINED BY COORDINATE METHOD.
3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4. PROPERTY IS LOCATED IN FLOOD ZONE AE (ELEV. 14) AS SCALED - FROM FIRM PANEL 45010G 0333 J REVISED NOVEMBER 17, 2004.
5. PROPERTY IS ZONED 101 RESID-MHS
FRONT SETBACK 25'
REAR SETBACK 15'
SIDE SETBACK 5'
6. PROPERTY IS ZONED MHS - LOW DENSITY MANUFACTURED HOUSING SUBDIVISION DISTRICT
7. OVERALL EXISTING DENSITY OF DWELLING UNITS AS SHOWN IS 1.77 PER ACRE.

5/8" REBAR
FOUND

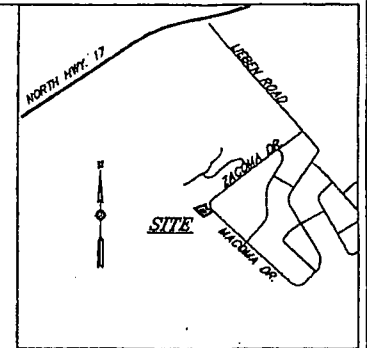
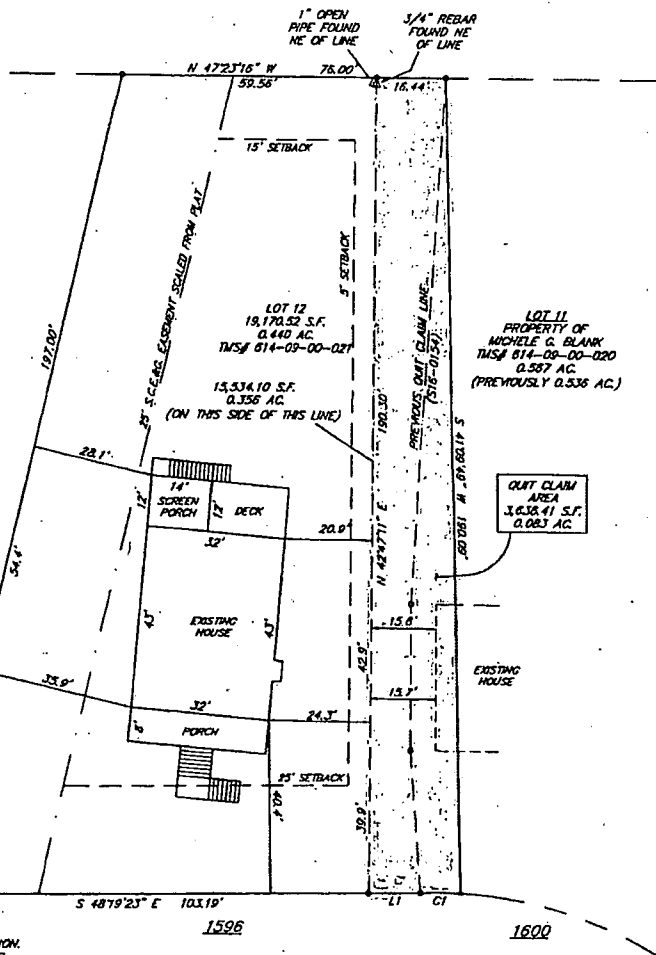
±620' TO CENTERLINE INTERSECTION OF
PANDORA DRIVE AND MACOMA DRIVE

CONC. MON.
FOUND
DISTURBED
NE OF LINE

MACOMA DRIVE (70' R/W)

LINE TYPE AND SYMBOL LEGEND

- PROPERTY LINE - CORNER (3/4" REBAR SET)
- PROPERTY LINE - CORNER FOUND AS DESCRIBED
- RIGHT-OF-WAY LINE
- SETBACK LINE
- S.E.C.A.G. EASEMENT LINE
- ADJOINING PROPERTY LINE



LOCATION MAP
N.T.S.

RECORDED	DATE: 8/22/16	TIME: 2:11:23 PM
BOOK/PAGE: 518	DATE: 8/22/16	TIME: 2:11:23 PM
COUNTY: Charleston County, SC		
TAXPAYER: Timothy E. & Patricia M. Lancaster		
LOCATION: COPAHEE VIEW S/D		

PLANNING AND R.M.C. USE ONLY

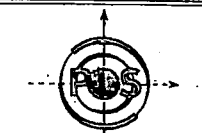
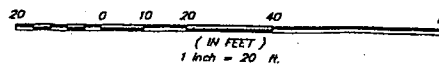
APPROVED PLAT
[Signature]
Director of Planning
Charleston County Planning Commission
580 02215 07.05.16
Date

PLAT

SHOWING LOT 12, BLOCK E (0.440 AC.), TMS# 614-09-00-021, PROPERTY OF GORDEN H. TIMMONS EXEMPT FAMILY TRUST, LOCATED IN COPAHEE VIEW SUBDIVISION, CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA

DATE: JULY 18, 2016 REVISED: AUGUST 4, 2016

SCALE: 1" = 20'



Parker Land Surveying, LLC
5910 Griffin Street
Hanahan, SC 29410
Phone: (843) 354-7777
Fax: (843) 354-7779

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

ANDREW C. GILLETTE
[Signature]
No. 5933
Tier B
P.L.S. 5933-B