

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

Jan 28 2021

SC Court of Appeals

APPEAL FROM LEXINGTON COUNTY
COURT OF COMMON PLEAS

Honorable James O. Spence, Master-in-Equity for Lexington County

APPELLATE CASE NO. 2020-000872

First Reliance Bank.....Respondent.

v.

Charles E. Bishop, Brett D. Blanks, BCM of Lexington, LLC d/b/a Dam Bar &
Grill, B&H of Lexington, LLC and Branch Banking and Trust Company of
South Carolina.....Defendants.

Of Whom Charles E. Bishop is the.....Appellant.

RECORD ON APPEAL

Paul B. Ferrara, III
SC Bar No. 70511
8887 Old University Blvd.
North Charleston, SC 29406
(843) 569-5511/ (843) 569-5411 fax
paul@ferraralawfirm.net
Attorney for Appellant

James Edward Bradley, Esq.
Moore, Taylor & Thomas, P.A.
1700 Sunset Boulevard
P.O. Box 5709
Columbia, SC 29171
Attorney for Respondents

INDEX

Orders

Honorable James O. Spence's Order of Judgment of Foreclosure dated January 5, 2012 and filed January 11, 2012.....	1
Order of Deficiency Judgment filed April 3, 2012.....	12
Honorable James O Spence's Order Appointing Appraisers dated January 17, 2013 And filed January 23, 2013.....	15
Honorable James O Spence's Return of Appraisers to Equity Court dated February 27, 2013.....	16
Consent Order for Gene Trotter to be relieved as counsel, filed December 31, 213.....	17
The Supreme Court of South Carolina Order placing George Hunter McMaster on interim suspension and appointing Peyre T. Lumpkin as receiver dated July 2, 2014.....	19
Honorable James O. Spence's Order affirming the appraisal panel return dated October 23, 2014 and filed October 27, 2014.....	20
Honorable James O. Spence's Amended Order of Deficiency dated November 26, 2014 and filed November 26, 2014.....	34

Pleadings

Petition for Order of Appraisal filed April 3, 2012.....	37
Letter from Appraisers to Honorable James O. Spence with appraised market value of TMS#: 003418-01-008 dated February 21, 2013.....	39
Appeal of the Return of Appraisers filed March 15, 2013.....	41
Letter from Honorable James O. Spence advising counsel to submit proposed orders filed June 18, 2014.....	49
Email from Gail R. Faircloth, Court Assistant serving letter from Honorable James O. Spence dated June 18, 2014 and filed on June 27, 2014.....	51
Letter to Charles E. Bishop from Peyre T. Lumpkin dated July 16, 2014.....	52

Letter from George McMaster to First Reliance Bank counsel, James Bradley dated July 15, 2014.....	54
Email from trial court advising that proposed orders were due by July 31, 2014 dated July 17, 2014.....	55
Undeliverable mail notice to Peyre T. Lumpkin dated July 28, 2014.....	56
Email from First Reliance Bank with proposed order to the Court dated July 31, 2014.....	57
Email from Peyre T. Lumpkin to the Court dated July 31, 2014.....	58
Email from Honorable James O. Spence to Peyre T. Lumpkin dated October 22, 2014.....	58
Email responding to Honorable James O. Spence from Peyre T. Lumpkin dated October 22, 2014.....	58
Email from Honorable James O. Spence to Peyre T. Lumpkin and James Bradley dated October 23, 2014.....	58
Filed Transcript of Judgment in Lexington County by First Reliance Bank dated April 30, 2020.....	60
Filed Transcript of Judgment in Charleston County by First Reliance Bank dated May 5, 2020.....	63
Letter to Charles E. Bishop with notice of transcript of judgment dated May 15, 2020....	66
Notice of Appeal by Charles E. Bishop filed June 10, 2020.....	70
Affidavit of James Edward Bradley with exhibits filed September 3, 2020.....	74
 <u><i>Hearing Transcripts</i></u>	
Transcript of Master in Equity Hearing for Appeal of Return of Appraisers dated April 10, 2014.....	82
Exhibit 1 of Transcript of Master in Equity Hearing for Appeal of Return of Appraisers dated April 10, 2014.....	100

Exhibit 2 of Transcript of Master in Equity Hearing for Appeal of Return of Appraisers dated April 10, 2014.....	105
Exhibit 3 of Transcript of Master in Equity Hearing for Appeal of Return of Appraisers dated April 10, 2014.....	106
Exhibit 4 of Transcript of Master in Equity Hearing for Appeal of Return of Appraisers dated April 10, 2014.....	107
Exhibit 5 of Transcript of Master in Equity Hearing for Appeal of Return of Appraisers dated April 10, 2014.....	108
Exhibit 6 of Transcript of Master in Equity Hearing for Appeal of Return of Appraisers dated April 4, 2014.....	109
Exhibit 7 of Transcript of Master in Equity Hearing for Appeal of Return of Appraisers dated April 4, 2014.....	110

ORIGINAL

STATE OF SOUTH CAROLINA

FILED

COUNTY OF LEXINGTON 2012 JAN 11 P 3:42

IN THE COURT OF COMMON PLEAS

First Reliance Bank,

Plaintiff,

vs.

Charles E. Bishop, Brett D. Blanks,
BCM of Lexington, LLC d/b/a Dam Bar &
Grill, B&H of Lexington, LLC and Branch
Banking and Trust Company of South
Carolina,

Defendants.

C/A No. 2011-CP-32-01205

**MASTER'S REPORT AND JUDGMENT
OF FORECLOSURE AND SALE**

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, this matter was referred to the undersigned Master-in-Equity to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the case. Any appeal from the decision of the Master-in-Equity shall be directly to the South Carolina Court of Appeals.

Pursuant to the reference, a hearing was held, attended by the attorneys of record, the testimony was taken, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens was filed on March 28, 2011.
2. The Summons and Complaint were filed on March 28, 2011.
3. Service was made upon the Defendants as is shown by the Affidavits of Service filed.
4. The Defendants Charles E. Bishop, Brett D. Blanks, BCM of Lexington, LLC d/b/a Dam Bar & Grill, and B&H of Lexington, LLC, have answered.

33

5. The Defendant Branch Banking and Trust Company of South Carolina is in default. The Complaint alleges the Defendant Branch Banking and Trust has mortgages recorded at Book 7504, page 95 and Book 8546, page 232 which have been satisfied and should be marked satisfied. Because Branch Banking and Trust is deemed to admit the allegations in the Complaint, these allegations are admitted. See, *Rocke v. Young Bros.*, 332 S.C. 75, 504 S.E.2d 311 (1998).

6. The parties received notice of the hearing by way of the court issued Notice of Hearing Date. Branch Banking and Trust is in default and did not receive notice of the hearing. However, a copy of this order and accompanying documents will be mailed to Branch Banking and Trust.

7. A hearing was held pursuant to which the Plaintiff offered testimony regarding the obligations in this matter.

8. At the hearing, counsel for Charles B. Bishop, Brett D. Blanks, and BCM of Lexington, LLC d/b/a Dam Bar & Grill, and B&H of Lexington, LLC, withdrew the answer and consented to the foreclosures.

9. For value received, on August 3, 2006, BCM of Lexington, LLC, entered into a promissory note with First Reliance for the amount of \$525,495.

10. On August 3, 2006, BCM of Lexington, LLC, entered into a Business Loan Agreement with First Reliance. This Business Loan Agreement indicated that the loan was to be guaranteed by Charles E. Bishop and Brett D. Blanks.

11. On August 3, 2006, First Reliance Bank entered into a mortgage with Marshall C. Hartmann securing the amount of the loan. The mortgage is on 1605 N Lake Drive, Lexington,

South Carolina 29072. The mortgage is recorded at Book 11276, Page 239, in the Office of the Register of Deeds for Lexington County, South Carolina.

12. In addition, on August 3, 2006, Marshall Hartmann entered into an Assignment of Rents for all rents from 1605 N Lake Drive. The Assignment of Rents indicates that it is cross-collateralized in the same manner as the mortgage.

13. On August 3, 2006, the Defendant Brett D. Blanks entered into an unlimited Commercial Guaranty guarantying all debts of BCM of Lexington, LLC, to First Reliance.

14. On August 3, 2006, the Defendant Charles E. Bishop entered into an unlimited Commercial Guaranty guarantying all debts of BCM of Lexington, LLC, to First Reliance.

15. On October 31, 2007, Marshall Hartmann conveyed the property subject to the mortgage of Plaintiff to BCM of Lexington, LLC, by deed recorded at Book 12449, page 10, in the Register of Deeds for Lexington County.

16. On or about May 29, 2009, the Defendants BCM of Lexington, LLC, Marshall C. Hartmann, Brett D. Blanks, and Charles E. Bishop entered into Change in Terms Agreements. These Agreements indicate that the original notes will be extended and indicate that the loan is cross-collateralized with other loans to the Defendants.

17. As of November 10, 2011, there is the following owing on the Note, Mortgage, Business Agreement, and Guarantees: \$459,632.21 in principal, \$79,569.21 in interest, late fees and costs of \$14,678.20 for a total of \$553,879.62.

18. These obligations are in default by virtue of the cross-default provisions and the Defendants' failure to make payments to First Reliance Bank.

19. On January 22, 2007, Marshall C. Hartmann and Brett D. Blanks entered into a promissory note with First Reliance Bank in the principal amount of \$792,087.

20. In addition, Marshall C. Hartmann and Brett D. Blanks entered into a Business Loan Agreement.

21. On January 22, 2007, Marshall C. Hartmann and Brett D. Blanks entered into a mortgage for property known as 1600 Block of N. Lake Drive, Parcel 2, 2A, 2B, and 2C. The real property tax identification number is 003418-01-009. This Mortgage is recorded in Book 11702 at page 156 in the Lexington County Register of Deeds Office.

22. On January 22, 2007, Marshall Hartmann and Brett Blanks entered into a mortgage for property located at N. Lake Drive and Beekeeper Court, Parcel 1, consisting of 1.75 acres. The tax identification number for this property is 003418-01-007. This Mortgage is recorded in Book 11702 at page 163 in the Register of Deeds Office for Lexington County.

23. On January 22, 2007, Marshall Hartmann entered into a second mortgage with First Reliance Bank for property located at 1605 N. Lake Drive. The real property tax identification number for this property is 003418-01-008. This Mortgage is recorded in Book 11702 at page 178 in the Register of Deeds Office for Lexington County.

24. On February 20, 2007, Marshall Hartmann and Brett Blanks conveyed the mortgaged property to B&H of Lexington, LLC, by deed recorded at Book 11788, page 175, in the records of the Register of Deeds Office for Lexington County.

25. On May 29, 2009, Marshall Hartmann, Brett Blanks, and Charles Bishop entered into a promissory note in the amount of \$821,646.97 reaffirming the debt due on the note dated January 22, 2007.

26. On May 29, 2009, Marshall Hartmann, Brett Blanks and Charles Bishop entered into a Commercial Pledge Agreement securing the loan by a grant in the security interest of all collateral including "a Mortgage and Assignment of Rents secured by Loan #980124166 in

property located at 1605 N Lake Drive, Lexington, SC 29072; recorded in Lexington County on 8/04/06 on Book 11276 at Page 239." In addition, the Commercial Pledge Agreement indicates that the loan is cross-collateralized with all other loans to the borrowers and loans which the borrowers have guaranteed.

27. As of November 10, 2011, the principal due on this loan is \$804,805.32, interest is \$79,880.34, and late fees and costs are \$33,556.77 for a total of \$918,242.43.

28. The mortgages constitute valid liens on the property.

29. Payment due on the notes has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the notes, security interests and mortgages in the hands of its attorney of record herein for collection.

30. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents; performing the title search; preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$10,000.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the notes and mortgages.

31. The total amount due and owing on the notes and mortgages, with interest at the rate provided in the notes, and other costs and expenses of collection, including attorney's fees secured by the notes and mortgages, is as follows:

A. Principal due as of November 10, 2011, \$1,264,437.53;

FILED
2012 JAN 1
3:42

51A)

B. Total interest of \$159,449.55 to November 10, 2011;

C. Late fees and costs of \$48,234.97; and

F. Attorney Fees and Costs of \$10,000.00.

Total debt secured by notes, mortgages, and security interests including interest and attorney's fees to date shown \$1,482,122.05.

32. The Plaintiff is seeking foreclosure of its mortgages.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its mortgages and the mortgaged real property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That there is due to the Plaintiff on its notes, mortgages, security interests and attorney's fees the sum of \$1,482,122.05 representing the total debt due to the Plaintiff together with interest thereon at the rate provided in the notes to the date hereof.

2. That the amount due in the preceding paragraph (the "Total Debt" as set forth in Paragraph 31, supra, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 12 percent per annum.

3. That the Defendants are liable for the aforesaid debt and shall, prior to the date and time of the sale of the subject real and personal property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the debt as aforesaid, together with the costs and disbursements of this action.

4. That the Defendants are enjoined from diminishing the property in any way or removing fixtures or other attachments to the property under penalty of contempt of court.

61347

5. That on default of payment prior to the date and time of the sale, the real property shall be sold by the undersigned Master-in-Equity at public auction, at the Lexington County Judicial Center in the City of Lexington, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The undersigned Master-in-Equity shall require a deposit of 5 percent on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 12 percent per annum.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. Purchaser to pay for the deed and the cost of recording the deed.

6. That if the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master-in-Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.

7. That a personal or deficiency judgment not being waived, the bidding will remain open after the date of sale.

8. That the undersigned Master-in-Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof, and that he will execute to the purchaser, or purchasers, a deed and bill of sale to the premises and personal property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such

sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof thirty (30) days after the date of sale, then the undersigned Master-in-Equity may re-advertise the property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

9. That the undersigned Master-in-Equity shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action; and

NEXT: To the payment of the amount to the Plaintiff or the Plaintiff's attorney, of the amount of the Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCF.

10. That it is further ORDERED, ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant(s) in possession herein, the Sheriff of Lexington County is hereby directed to eject and remove from the premises the occupant(s) of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

11. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said mortgaged property so sold, or any part thereof.

FILED
2019 JAN 11 12 34 42
CLERK OF COURT
LEXINGTON COUNTY

811-1

12. That it is further ORDERED, ADJUDGED AND DECREED that the deed of conveyance and bill of sale made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

13. That the undersigned Master-in-Equity shall retain jurisdiction to do all necessary acts incident to this foreclosure, action on guaranty and action on security interest, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRPC.

14. That after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master-in-Equity shall direct the Register of Deeds to release of record the mortgage liens being foreclosed.

15. That the following is a description of the real and personal property herein ordered to be sold:

All those certain pieces, parcels, or lots of land, with improvements thereon, lying and being in the County of Lexington, State of South Carolina, and being shown and delineated as Parcel 3 containing 0.692 acre, Parcel 3-A containing 0.058 acre, Parcel 3-B containing 0.016 acre and Parcel 3-C containing 0.007 acre, as shown on a plat prepared for Tom Pool & Richard Pool by Drafts Surveying, Inc., RLS, dated February 21, 2003 and recorded in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 9335, at page 80, and having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein by reference.

Derivation: Parcel 3-A containing 0.058 acre being property conveyed to Marshall C. Hartmann by deed of Gary D. Renaud and Faye L. Renaud, recorded June 15, 2004 in Record Book 9338, at page 87 and by Quit-Claim deed of RE-Stations, Inc., recorded June 15, 2004 in Record Book

2011 JAN 10 3:13 PM
FILED

9115

9338, at page 89, in the Office of the Register of Deeds for Lexington County, South Carolina.

Derivation: Parcel 3-B containing 0.016 acre being property conveyed to Marshall C. Hartmann by deed of Thomas Richard Pool, recorded June 15, 2004 in Record Book 9338, at page 91, in the Office of the Register of Deeds for Lexington County, South Carolina.

Derivation: Parcel 3 containing 0.692 acre and Parcel 3-C containing 0.007 acre being property conveyed to Marshall Hartmann by deed of Thomas Richard Pool, recorded June 15, 2004 in Record Book 9338, at page 93, in the Office of the Register of Deeds for Lexington County, South Carolina.

TMS # 003418-01-008

ALSO:

All those certain pieces, parcels, or lots of land, with improvements thereon, lying and being in the County of Lexington, State of South Carolina, and being shown and delineated as Parcel 2 containing 1.165 acres, more or less; Parcel 2-A containing 0.147 acre, more or less; Parcel 2-B containing 0.055 acre, more or less; and Parcel 2-C containing 0.226 acre, more or less, as shown on a revised plat (revised May 19, 2004), prepared for Tom Pool & Richard Pool by Draft Surveying, Inc., and recorded in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 9335, at page 88, and having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein by reference.

Subject to the right of ingress and egress to Parcel 1, as fully shown on plat recorded in Record Book 7933, page 167, in the Office of the Register of Deeds for Lexington County, South Carolina.

Derivation: This being property conveyed to Marshall C. Hartmann and Brett Blanks by deed of Thomas Richard Pool, dated January 22, 2007 and recorded in Record Book 11702, at page 154, in the Office of the Register of Deeds for Lexington County, South Carolina.

TMS # 003418-01-009

ALSO:

All that certain piece, parcel, or lot of land, with improvements thereon, lying and being in the County of Lexington, State of South Carolina, and being shown and delineated as Parcel 1 containing 1.753 acres, more or

FILED

10112

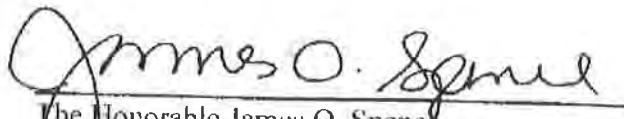
less, as shown on a plat prepared for Tom Pool, Richard Pool and Joe Waters by Draft Surveying, Inc., dated February 21, 2003 and recorded in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 7933, at page 167, and having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein by reference.

Together with the right of ingress and egress over and across that portion of property shown as 20' Ingress/Egress Easement of Parcel 1, on plat recorded in Record Book 7933, page 167, in the Office of the Register of Deeds for Lexington County, South Carolina.

Derivation: This being property conveyed to Marshall C. Hartmann and Brett Blanks by deed of Joseph T. Waters, III, dated January 22, 2007 and recorded in Record Book 11702, at page 154, in the Office of the Register of Deeds for Lexington County, South Carolina.

TMS # 003418-01-007

AND IT IS SO ORDERED.


The Honorable James O. Spence
Master-in-Equity for Lexington County

Lexington, South Carolina

1-5-12
December 1, 2011

FILED
2012 JAN 11 3:43
OFFICE OF THE REGISTER OF DEEDS
LEXINGTON COUNTY, SOUTH CAROLINA

105

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-32-01205

ORIGINAL

FIRST RELIANCE BANK

FILED

CHARLES E. BISHOP, ET AL.

PLAINTIFF(S)

2012 APR -3 A 9 40 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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : DEFICIENCY JUDGMENT TO BE ENTERED AS INDICATED BELOW

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)
FIRST RELIANCE BANK	CHARLES E. BISHOP	\$632,121.09
FIRST RELIANCE BANK	BRETT D. BLANKS	\$632,121.09
FIRST RELIANCE BANK	BCM OF LEXINGTON, LLC, D/B/A DAM BAR & GRILL	\$632,121.09
FIRST RELIANCE BANK	B&H OF LEXINTON, LLC	\$632,121.09

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

THREE PARCELS

TMS NUMBERS: 003418-01-008, 003418-01-009 AND 003418-01-007

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.

James O. Spruill
Circuit Court Judge

3068

Judge Code

4-2-11
Date

For Clerk of Court Office Use Only

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

J. EDWARD BRADLEY, ESQ.
MOORE, TAYLOR & THOMAS

ATTORNEY(S) FOR THE PLAINTIFF(S)

GENE TROTTER, ESQ.
TROTTER & MAXFIELD

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

FILED
APR 2 4 09 PM
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

COURT OF COMMON PLEAS

11-CP-32-1205

ORIGINAL

FIRST RELIANCE BANK

FILED

vs.

CHARLES E. BISHOP, ET AL.

Plaintiff

Defendant

MASTER-IN-EQUITY'S
REPORT ON SALE AND
STATEMENT OF RECEIPTS
AND DISBURSEMENTS

1. Pursuant to a prior Order of this Court and after due notice and publication, I sold the property subject of this action. The bidding remained open for 30 days as required. At the close of sale Samantha Deese/Bentley's Beach House, LLC was the successful bidder and thereafter complied with the bid as provided in said Order.

2. I have executed and delivered to the successful bidder (or their Assignee) a good and sufficient deed.

3. I have received and disbursed the costs and proceeds of sale as set forth below -

	DISBURSEMENTS	RECEIPTS
Amount of Bid by Third Party		\$ 910,000.00
Interest on 3 rd Party Bid		\$ 5,983.60
Reference Fee paid by Plaintiff		\$ 125.00
Amount of judgment	\$ 1,482,122.05	
Interest on judgment from date of judgment to date of sale	\$ 57,499.04	
Interest on bid from date of sale to date of compliance	\$ 5,983.60	
TOTAL JUDGMENT TO PLAINTIFF	\$ 1,545,604.69	
ITEMIZED EQUITY COURT COSTS:		
Reference fee paid to Lexington County - \$ 125.00		
1% of Bid Fee paid to Lexington County - \$ 2,500.00		
Total Equity Court Costs	\$ 2,625.00	
SUBTOTALS	\$ 1,548,229.69	\$ 916,108.60
Amount of Deficiency Judgment against Defendant		\$ 632,121.09
GRAND TOTALS	\$ 1,548,229.69	\$ 1,548,229.69

Date: April 2, 2012
Lexington, South Carolina

James O. Spence
Judge James O. Spence
Master-in-Equity Court

ORIGINAL

STATE OF SOUTH CAROLINA }

COUNTY OF LEXINGTON }

COURT OF COMMON PLEAS
2011-CP-32-1205

First Reliance Bank, et al. }

Plaintiff/s }

vs }

Charles E. Bishop, et al. }

Defendant/s }

ORDER

Appointing Appraisers
(Foreclosure Action)

In accordance with Section 29-3-680, S.C. Code (1976) as amended, Defendant in this action has petitioned this court for appointment of James Petty as an appraiser of the property subject of the above action and foreclosed upon and auctioned by judicial sale. Plaintiff has responded to the petition and designated Philip Urso as an appraiser of the subject property.

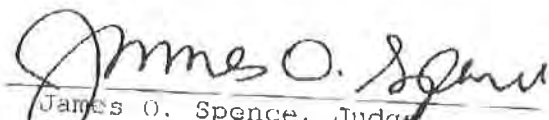
In accordance with Section 29-3-710, S.C. Code (1976) as amended, and having received no objections to the proposed appraiser qualifications, this court appoints the following named individuals as appraisers:

1. Kevin McGee (Court Appointed Appraiser)
2. James Petty
3. Philip Urso

Mr. McGee is instructed to coordinate the appraisers who shall proceed to view and value the subject real property and all or a majority thereof shall make a sworn return to this court within thirty (30) days from the date of this appointment. The sworn return shall be the value of the property as of the date of final sale (March 7, 2012), taking into consideration sale value, cost and replacement value of improvements, income production and all other proper elements which in their discretion enter into the determination of true value.

IT IS SO ORDERED.

Dated Jan 17, 2012
Lexington, South Carolina


James O. Spence, Judge
Master-in-Equity Court

ORIGINAL

STATE OF SOUTH CAROLINA)

) FILED IN THE COURT OF COMMON PLEAS

C/P #: 11-CP-32-1205

COUNTY OF LEXINGTON)

2013 FEB -5 A 4:01

FIRST RELIANCE BANK)

) Plaintiff)

) vs)

CHARLES E. BISHOP, ET AL.)

) Defendant)

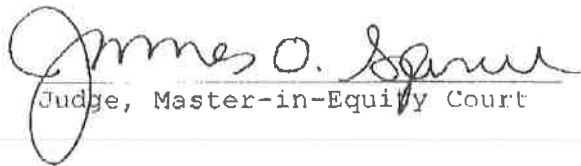
Return of Appraisers
to
Equity Court

After a mortgage foreclosure and judicial sale, the subject property was appraised pursuant to Sections 29-3-760, Code of Laws of S.C. (1976) as amended.

Pursuant to Section 29-3-740 of the code, the return of the appraisers, which is attached, shall be filed and recorded by the Clerk of Court. Section 29-3-750 provides for appeal from the return of the appraisers to this court within ten (10) days.

IT IS SO ORDERED.

Date FEB. 27, 2013
Lexington, S.C.


Judge, Master-in-Equity Court

ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

First Reliance Bank,

Plaintiff,

vs.

Charles E. Bishop, Brett D. Blanks,
BCM of Lexington, LLC, d/b/a
Dam Bar & Grill, B&H of Lexington,
LLC, and Branch Banking and Trust
Company of South Carolina,

Defendant.

FILED
IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2013 DEC 31 A 0:47

BETH A. CARRIG
CLERK OF COURT
LEXINGTON

Case No. 2011-CP-32-01205

**CONSENT ORDER TO BE RELIEVED
AS COUNSEL**

This matter comes before me on motion from counsel for Defendants for an Order allowing Gene Trotter, Esquire, to be relieved from further representing Defendants Charles E. Bishop, Brett D. Blanks and BCM of Lexington, LLC, d/b/a Dam Bar & Grill in the above matter.

The grounds for the motion are that the above-named Defendants have obtained new counsel to represent them in this matter.

THEREFORE, with the consent of new counsel, George McMaster, on behalf of Defendants, Charles E. Bishop, Brett D. Blanks, BCM of Lexington, LLC, d/b/a Dam Bar & Grill:

IT IS ORDERED that Gene Trotter, Esquire, is hereby relieved as counsel for the Defendants Charles E. Bishop, Brett D. Blanks and BCM of Lexington, LLC, d/b/a Dam Bar & Grill, and that George H. McMaster, Esquire, is counsel of record for the above-named Defendants in this matter.

11/30

FILED

2013 DEC 31 4:47
Presiding Judge/ 11th Judicial Circuit

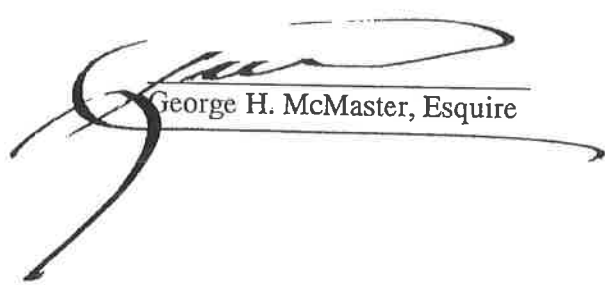
BETH A. CARRIS
CLERK OF COURT
LEXINGTON

DATED: _____
Lexington, South Carolina

I CONSENT:


Gene Trotter, Esquire

I CONSENT:


George H. McMaster, Esquire

2014-07-02-01

The Supreme Court of South Carolina

In the Matter of George Hunter McMaster, Respondent

Appellate Case No. 2014-001434; Appellate Case No. 2014-001435

ORDER

The Office of Disciplinary Counsel petitions this Court to place respondent on interim suspension pursuant to Rule 17 of the Rules for Lawyer Disciplinary Enforcement (RLDE) contained in Rule 413 of the South Carolina Appellate Court Rules (SCACR). The petition also seeks appointment of the Receiver, Peyre T. Lumpkin, pursuant to Rule 31, RLDE.

IT IS ORDERED that respondent's license to practice law in this state is suspended until further order of this Court.

Respondent is hereby enjoined from taking any action regarding any trust, escrow, operating, and any other law office account(s) respondent may maintain at any bank or other financial institution, including, but not limited to, making any withdrawal or transfer, or writing any check or other instrument on the account(s).

IT IS FURTHER ORDERED that Mr. Lumpkin is hereby appointed to assume responsibility for respondent's client files, trust account(s), escrow account(s), operating account(s), and any other law office account(s) respondent may maintain. Mr. Lumpkin shall take action as required by Rule 31, RLDE, Rule 413, SCACR, to protect the interests of respondent's clients. Mr. Lumpkin may make disbursements from respondent's trust account(s), escrow account(s), operating account(s), and any other law office account(s) respondent may maintain that are necessary to effectuate this appointment. Respondent shall promptly respond to Mr. Lumpkin's requests for information and/or documentation and shall fully cooperate with Mr. Lumpkin in all other respects.

Further, this Order, when served on any bank or other financial institution maintaining trust, escrow, operating, and/or any other law account(s) of respondent, shall serve as notice to the bank or other financial institution that Peyre T. Lumpkin has been duly appointed by this Court and that respondent is enjoined from making withdrawals or transfers from or writing any check or other instrument on any of the account(s).

Finally, this Order, when served on any office of the United States Postal Service, shall serve as notice that the Receiver, Peyre T. Lumpkin, Esquire, has been duly appointed by this Court and has the authority to receive respondent's mail and the authority to direct that respondent's mail be delivered to Mr. Lumpkin's office.

Mr. Lumpkin's appointment shall be for a period of no longer than nine months unless an extension of the period of appointment is requested.

s/ Jean H.

Toal

C. J.

FOR THE COURT

Columbia, South Carolina

July 2, 2014

ORIGINAL

JM

Plaintiff's motion and ordered the appraisal to proceed. The Defendants designated James Petty as their appraiser, the Plaintiff designated Phillip Urso, and the Court designated Kevin McGee. The appraisers returned their written appraisal on February 21, 2013. The Court ordered the return to be filed on February 27, 2013, and the clerk filed the appraisal on March 5, 2013. The Defendants appealed the appraisal by notice dated March 15, 2013.

On April 10, 2014, the Court heard the appeal. At the hearing, the Defendants presented James Petty as their sole witness. Mr. Petty testified that he made a mistake in assessing value to a portion in the back of the property because he believed this portion had limited access. He testified that he believed the other two appraisers would agree with him if asked. Both Mr. Urso and Mr. McGee were present for the hearing, but the Defendants did not call them as witnesses. The Defendants did not present any other testimony or argue any other issues at the hearing.

The Court asked the parties to submit memoranda supporting their positions. On June 18, 2014, the Court issued a letter preliminary ruling for the Plaintiff and asking the Plaintiff to provide a proposed order for the Court's consideration.

III. ISSUES

The Defendants set forth eight separately numbered grounds for appeal in their notice of appeal. The Defendants did not address the initially noticed issues in the hearing or by memorandum, so the Court considers the issues which were raised in the notice, but not argued to the Court, to be waived. The issues raised for the Court's consideration are as follows:

- A. What options may the Court exercise when reviewing the appraisal;
- B. Does the report of the appraisal board and the other information presented to the Court satisfy the criteria in the appraisal statute; and

- C. Does the testimony from the Debtors' appraiser James Petty that he made a mistake require the Court to order a second appraisal?

IV. RULES

A. The Court May Either Affirm The Appraisal Or Order A Second Appraisal.

South Carolina Code Section 29-3-750 sets forth the options available to the Court. The statute allows the Court to "confirm the return or order a new appraisal upon such terms as [the Court] may deem equitable...." *Id. See also, Peoples Federal Savings and Loan Ass'n v. Myrtle Beach Retirement Group, Inc.*, 302 S.C. 223, 394 S.E.2d 849 (Ct. App. 1990).

B. The Appraisal Statute Requires That The Panel Consider The Listed Criteria.

South Carolina Code Section 29-3-770 sets forth the criteria for appraisers to follow. This section requires that the appraisal board consider: (1) sale value; (2) cost and replacement value of improvements; and (3) income production. S.C. Code Ann. § 29-3-720. The appraisers have discretion to consider other elements affecting value. *Peoples Federal Savings and Loan Ass'n v. Myrtle Beach Retirement Group, Inc.*, 302 S.C. 223, 394 S.E.2d 849 (Ct. App. 1990).

C. One Appraiser's Testimony That He Made A Mistake Does Not Invalidate The Panel's Return.

In general, a mistake can be grounds to reform a legal document, but only if it is a mutual mistake, and the complaining party shows this by clear and convincing evidence.

Before equity will reform an instrument, it must be shown by evidence which is most clear and convincing not simply that it was a mistake on the part of one of the parties but that it was a mutual mistake. *Belin v. Strikeleather*, 232 S.C. 116, 101 S.E.2d 185 (1957). A mutual mistake is one where both parties intended a certain thing and by mistake in the drafting did not get what both parties intended.

Sims v. Tyler, 276 S.C. 640, 642, 281 S.E.2d 229, 230 (1981).

ORIGINAL

JM

"One who is capable of reading and understanding but fails to read a contract before signing is bound by the terms thereof." *Id.* (citing *Evans v. State Farm Mut. Auto. Ins.*, 269 S.C. 584, 587, 239 S.E.2d 76 (1977)).

Furthermore, a minority dissent from one appraiser is not a basis to invalidate an appraisal panel return. See, *South Carolina National Bank v. S&L Investment Partnership*, 308 S.C. 511, 419 S.E.2d 243 (1992).

V. APPLICATION

A. The Defendants' Arguments.

The Defendants argue that the return does not show the true value of the property and that the mistake of their chosen appraiser James Petty invalidates the appraisal. They argue that the appraisal is not valid because it attributes value to excess back land differently from the valuation given to property fronting North Lake Drive. They also argue that the appraisers did not consider all the acreage in valuing the property.

The Defendants rely on the testimony of their chosen appraiser James Petty. Mr. Petty testified that he believed access to the back of the land was impaired such that this land's value was impaired. He testified that since signing the appraisal, he learned that the land has access to North Lake Drive. As a result, he believes the appraisal does not place a true value on the foreclosed property. The Defendants did not call the other appraisers to testify.

The Court has reviewed Mr. Petty's testimony and the arguments submitted by the Defendants. The Court finds that Mr. Petty's testimony of the procedures followed and his own mistake does not require the Court to order a new appraisal. In particular, the evidence presented satisfied the criteria in the appraisal statute. And, the Court believes true value was reported by the panel.

ORIGINAL

B. Application Of Appraisal Statute:

South Carolina Code Section 29-3-770 sets forth the criteria for appraisers to follow. This section requires that the appraisal board consider: (1) sale value; (2) cost and replacement value of improvements; and (3) income production. S.C. Code Ann. § 29-3-720; *see, Peoples Federal Sav. and Loan Ass'n v. Myrtle Beach Retirement Group, Inc.*, 302 S.C. 223, 394 S.E.2d 849 (Ct. App. 1990).

1. Sale Value

The appraisers' report specifically states that it sets forth the property's market value. The report also specifies that it was performed in accord with the Uniform Standards of Professional Appraisal Practice (USPAP). Mr. Petty's appraisal also purports to follow these standards. (Exhibit 7 Transcript of April 10, 2014). Market value is generally considered the sale price at which a property would be sold in a transaction between a willing buyer and seller. *See, id.* at footnote 1. Therefore, the board of appraisers' report specifies that the appraisers considered sales value when arriving at the true value required by the statute.

In addition, Mr. Petty testified that the board of appraisers considered sales value. (See p.19 Transcript of April 10, 2014). Mr. Petty agreed to the value and signed the report. He testified that he later decided that the market value should be recalculated because of a change in access. (See p.20 Transcript of April 10, 2014).

2. Cost and Replacement Value of Improvements

The board of appraisers' report also sets forth the cost and replacement value of improvements. It sets forth the consideration of value as follows:

Front Land (2.357):	\$200,000.00
Improvements:	\$715,000.00

JM

ORIGINAL

FF&E: \$100,000.00

Excess Back Land (1.753 acres): \$ 25,000.00

Thus, the appraisal report itself sets forth a specific line item for the value of improvements, and no one has questioned it. In addition, it sets forth a value for furniture, fixtures, and equipment (FF&E).

Further, Mr. Petty testified that these line items were added at his request. As he said:

A. Well, Kevin McGee is the one that prepared the letter. And when we first came up with the value, he presented - - or he presented the letter as being one value: a million-oh-forty. And it was my recommendation that we allocated between the values of the land, the improvements, the FF&E, and the excess land. So he went back and re-accomplished the letter. Before he did, we discussed that allocation and came up with our conclusion as to what the allocation was.

Q. And what was - - that was the allocation of 200,000 for the 2.375 acres.

A. Correct.

Q. Improvements of 715,000 - -

A. Correct.

Q. - - 715,000, FF&E of a hundred thousand, excess back land at 25,000. Am I correct?

A. Correct.

(p.7, ll. 3-19, Transcript of April 10, 2014 Hearing).

The board of appraisers' report separately lists the value of improvements, and Mr. Petty testified that the board of appraisers considered the value of improvements in determining the property's true value.

3. Income Production

The Debtors did not question whether the panel considered income production. Nevertheless, the record shows that the board of appraisers considered income production in determining the property's true value.

JM

ORIGINAL

Mr. Petty's notes show that the panel considered income production. Exhibit 3 reads as follows:

Income - \$1,200,000.00

@ 8% occupancy = 96,000.00

Cap rate @ 9% = 1,066,000.00

Mr. Petty testified that these notes documented "the conclusion we came up with in our meeting." (p.13, ll. 13-15, Transcript of April 10, 2014). Mr. Petty also indicated the notes show what "I considered when I came up with my value." (p.18, ll. 3-6, Transcript of April 10, 2014).

Since the Debtors did not challenge the board of appraisers' consideration of income production, there are no further references to it. Mr. Petty's notes, however, show that the board of appraisers considered income production.

Although the Debtors did not argue that the board of appraisers failed to consider "sale value, cost and replacement value of improvements," and "income production," the record shows that the board of appraisers did consider these issues. Mr. Petty's testimony, the report itself, and Mr. Petty's notes show that the board of appraisers considered all three factors.

C. **The Defendants Did Not Argue That The Board Of Appraisers Failed To Consider "Sale Value, Costs And Replacement Value Of Improvements," And "Income Production." Thus, The Court Will Not Order Another Appraisal On This Basis.**

Section 29-3-720 requires that the board of appraisers consider "sale value, cost and replacement value of improvements," and "income production." At the end of the April 10, 2014, hearing, the Court asked the parties to address whether those factors appear in the record. That analysis is above. The Defendants, however, did not argue this issue at the hearing and did not present any evidence that the board of appraisers ignored these factors. Instead, the Defendants only

JM

ORIGINAL

argued that their designated appraiser Mr. Petty made a mistake. They then maintain that his mistake requires another appraisal of the property.

In *Peoples Federal Savings and Loan Ass'n v. Myrtle Beach Retirement Group, Inc.*, 302 S.C. 223, 394 S.E.2d 849 (Ct. App. 1990), the Court of Appeals noted that the board of appraisers is required to consider sales value, cost and replacement value of improvements, and income production. The court noted that failure to do so could require a new appraisal. It placed the burden of proving this failure on the party contesting the appraisal. The Court did not analyze whether the board of appraisers considered the statutory factors. Instead, it found that the debtors, as the complaining parties, did not argue a failure to follow the statutory factors. Thus, the debtors did not present the issue for resolution. In the court's words:

The developers in this appeal failed to argue their exception relating to the appraiser's consideration of "sales value, cost and replacement value of improvements, income production...." Failure to argue an exception constitutes an abandonment of it. *Nelson v. Merritt*, 281 S.C. 126, 128, 314 S.E.2d 840, 841 (Ct. App. 1984).

Id. at 229, 394 S.E.2d at 853.

The Court of Appeals concluded that by not arguing a failure to consider the statutory factors, the debtors had not put the issue before the court, and it ruled for the lender.

Likewise, in *South Carolina National Bank v. S&L Investment Partnership*, 308 S.C. 511, 419 S.E.2d 243 (Ct. App. 1992), the Court of Appeals required the debtors as appellants to introduce evidence that the board of appraisers did not consider the statutory criteria. The debtors appealed from the decision of the board of appraisers on the basis that the appraisers did not consider the statutory criteria. To support this argument, the debtors submitted a statement from their chosen appraiser. This statement claimed that the court's appraiser considered only income production and ignored the remaining statutory factors. The trial court ruled against the debtors, and the Court of

JM

ORIGINAL

Appeals affirmed noting that the appraisers did not testify and no other affidavits were submitted. Thus, the complaining debtors did not establish a basis to overturn the appraisal.

As the complaining party, the debtors must argue their basis for overturning the appraisal and present evidence to support their arguments. They presented the testimony of their chosen appraiser Mr. Petty. He testified that he made a mistake. He did not offer testimony that the board of appraisers ignored the statutory factors. In fact, his testimony and notes support the conclusion that the board considered the statutory factors.

D. Mr. Petty's Testimony That He Made A Mistake Does Not Require The Court To Order A Second Appraisal.

The Debtor's appraiser Mr. Petty testified that he made a mistake regarding the acreage being appraised and this mistake should change the value of the appraisal. Although the appraisal report indicates it includes 4.11 acres (2.357 acres plus 1.753 acres), Mr. Petty testified that he did not pay attention to the report that he signed. According to him, this is how he made a mistake on the acreage appraised:

- Q. Mr. Petty, you met with the panel, right?
A. I met with the panel. Yes, sir.
Q. And you reviewed the appraisal that you signed under oath, correct?
A. Yes, sir.
Q. And that was based on 4.12 acres, right?
A. I thought it was three-point-six. I didn't pay any attention to the total acreage. When Kevin came back with the letter, he had 4.1. And that's what we signed.
Q. You knew at the time that it was based off 4.1 acres.
A. No, I didn't - -
Q. Well, didn't you just - -
A. - - pay any attention.
Q. - - say Kevin said that?
A. I didn't pay any attention to the 4.1 in the letter. If I had realized that the 4.1 acres included the half acre, that I didn't think was under the ownership, I would have said, "No, wait a minute. Hold on, that's not correct."
Q. Okay. At the time, did you know it was 4.1 acres?

- A. No.
Q. Did Kevin tell you it was 4.1 acres?
A. No, sir. We didn't discuss that.
Q. Well, why did you raise the thing about the 4.1 acres?
A. Why did I what?
Q. Why did you raise it -- at the time Kevin said, "It was 4.1 acres, but I wasn't paying attention"?
A. Well, he came back with the letter. And that's what was in the letter. And I didn't --
Q. It's in the letter --
A. You can say I didn't read it.
Q. So you didn't read the letter that said 4.1 --
A. No, I didn't --
Q. -- acres.
A. -- pay attention that it was 4.1 acres.
Q. You just didn't pay attention to what you signed.
A. Right.
Q. Okay. All right.
A. Which is a mistake.

(p.32, l.3 – p.33, l.19, Transcript of April 10, 2014). In addition to a mistake on acreage, Mr. Petty also testified to a mistake on valuation:

- A. No. Well, I might have -- no, I haven't discussed any values with the other appraisers.
Q. Well, when did the value the first time, the front land was valued at \$100,000 an acre.
A. Right.
Q. Well, how come it was valued \$100,000 an acre, under oath, in February, but now it's worth \$200,000 an acre?
A. Because I felt that was worth 300,000. We can't -- collectively, we came up with 200,000.
Q. You signed under oath, that you agreed it was worth \$200,000 in February, didn't you?
A. Yeah. But my --
Q. For 2.37 acres. Right?
A. My opinion is, that this acreage right here is all that's needed for the restaurant.
Q. And it's worth about \$100,000 an acre.
A. No, I think -- I thought it was worth 300,000 --
Q. Well, why did you sign the piece of paper that said you agreed it was worth --
A. Because I --
Q. -- \$100,000 an acre?

JM

ORIGINAL

- A. - - made a mistake.
- Q. Why is it worth \$200,000 an acre now, and it was only worth \$100,000 an acre a year ago?
- A. Because it wasn't a full - - it wasn't a full 2.357 acres. It's less than that.
- Q. Aren't you the one who wanted to add the allocation to the - -
- A. Yes, sir.
- Q. - - return? Does your allocation say 2.357 is equal to \$200,000?
- A. Because I wasn't paying attention to - -
- Q. No, no, that's not my question. My question is: Does the allocation say 2.357 acres is worth \$200,000?
- A. Yes.
- Q. And today you're saying that number should be almost \$500,000?
- A. Based on the fact I made a mistake. Yes, sir.

(p.36, l.2 – p.37, l.15, Transcript of April 10, 2014 Hearing).

There was no testimony that the other appraisers made a mistake, and the Debtors did not call the other appraisers to testify. In addition, Mr. Petty did not testify that any fraud took place to deceive him. He simply testified that he did not review the report he signed and that he made a mistake in signing it.

In general, a mistake can be grounds to reform a legal document, but only if it is a mutual mistake, and the complaining party shows this by clear and convincing evidence.

Before equity will reform an instrument, it must be shown by evidence which is most clear and convincing not simply that it was a mistake on the part of one of the parties but that it was a mutual mistake. *Belin v. Strikeleather*, 232 S.C. 116, 101 S.E.2d 185 (1957). A mutual mistake is one where both parties intended a certain thing and by mistake in the drafting did not get what both parties intended.

Sims v. Tyler, 276 S.C. 640, 642, 281 S.E.2d 229, 230 (1981).

Mr. Petty's testimony shows that he made a mistake. A unilateral mistake by the Debtor's chosen appraiser does not invalidate the decision of the three-person board of appraisers. If it did, no contested statutory appraisal could go forward as the debtor's chosen appraiser could block any appraisal by claiming unilateral mistake.

Further, Mr. Petty's failure to review the appraisal report he signed is not a basis to invalidate the appraisal. "One who is capable of reading and understanding but fails to read a contract before signing is bound by the terms thereof." *Id.* (citing *Evans v. State Farm Mut. Auto. Ins.*, 269 S.C. 584, 587, 239 S.E.2d 76 (1977)). Likewise, as the debtors' chosen appraiser, Mr. Petty is bound by the terms of the appraisal report and cannot now invalidate the appraisal with the claim that he did not read the two-page document he signed. ✓

While there are no reported cases in which a member of the board of appraisers disavows an appraisal he signed, South Carolina courts have addressed the issue of a differing opinion by a minority appraiser. In *South Carolina National Bank v. S&L Investment Partnership*, 308 S.C. 511, 419 S.E.2d 243 (1992), the debtors attempted to invalidate the majority appraisal by arguing that the court's appraiser did not consider all the statutory factors. They submitted a statement from their chosen appraiser. This statement indicated that the court's appraiser believed the only relevant factor to consider was the income production capability of the property. Thus, they argued the court's appraiser violated the appraisal statute by failing to consider sales value and costs and replacement value of improvements. The Court of Appeals noted that the other appraisers did not testify or submit affidavits. It affirmed the trial court's refusal to order another appraisal. ✓

In *First Citizens Bank and Trust Co. v. Overlook, Inc.*, 286 S.C. 473, 334 S.E.2d 146 (1985), the Court of Appeals affirmed a majority appraisal against the challenge of the debtor. The minority appraiser testified that he relied on the value of mineral deposits in reaching his value of \$187,500. The majority appraisers returned a true value of \$18,000. The debtor attempted to call its president to bolster the report of the minority appraiser. The trial court sustained the lender's objection on the basis that the testimony was cumulative, and the Court of Appeals affirmed. Thus, the trial court and the Court of Appeals affirmed the appraisal agreed to by only two of three appraisers. ✓

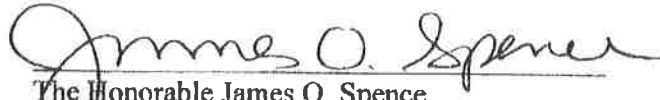
Likewise, the debtors have only presented the testimony of Mr. Petty. He testified that he no longer agrees with the report of the board of appraisers which he signed. There has been no testimony that the two remaining appraisers agree with Mr. Petty, that the appraisers ignored the statute, or that the report departs from sound appraisal practice. Assuming everything Mr. Petty says is accurate, he is a minority appraiser, and he has put forth no reason to invalidate the report of the board of appraisers.

VI. CONCLUSION

The Court rules for the Plaintiff and declines to order another appraisal. In particular, the Court finds that it has the power to either affirm the appraisal or order another appraisal, but not the power to modify the appraisal. The appraisal is proper in form and in keeping with the standards for appraisals. The proper procedure was followed in selecting the appraisers and no party has questioned the appraisers' qualifications or integrity. The appraisal itself, the documents admitted into evidence, and the testimony from James Petty show that the appraisers considered the statutory criteria. The Defendants have not argued or raised the issue that the appraisers did not consider the statutory criteria. Mr. Petty's testimony regarding his mistake, without more, does not set forth a basis to order a new appraisal.

IT IS, THEREFORE, ORDERED, that the Defendants' appeal of the appraisal of February 21, 2013, is denied, and the appraised value of \$1,040,000.00 is entered as the true value of the property. As a result, the Court will recalculate the deficiency owed and enter a new deficiency order.

AND IT IS SO ORDERED.


The Honorable James O. Spence
Master-in-Equity for Lexington County

Lexington, South Carolina

Oct. 23, 2014

* Plaintiff to submit New deficiency order and serve
ON courts all parties pursuant to rule.

FILED

2014 OCT 27 A 10:16

BETH A. CARRICO
CLERK OF COURT
LEXINGTON COUNTY

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

FILED

2014 NOV 25 10 44

IN THE COURT OF COMMON PLEAS

ORIGINAL

First Reliance Bank,

BETH A. GARRIGO
CLERK OF COURT
LEXINGTON

C/A No. 2011-CP-32-01205

Plaintiff,

vs.

Charles E. Bishop, et. al.

Defendants.

**AMENDED ORDER OF
DEFICIENCY JUDGMENT
ON APPRAISAL**

Pursuant to the Return of Appraisers of February 21, 2013, the Court amends its Order of Deficiency Judgment dated April 2, 2012. The Plaintiff is entitled to have a personal and deficiency judgment against the Defendants Charles E. Bishop, Brett D. Blanks, and BCM of Lexington, LLC d/b/a Dam Bar & Grill as follows:

Amount of judgment of foreclosure entered by the Equity Court: \$1,482,122.05

PLUS: Interest at 12.0% from date of judgment to date of final sale: \$ 57,499.04

Interest at 12.0% from date of final sale to date of bid compliance: \$ 5,983.60

Total debt computed to date of conveyance to third party: \$1,545,604.69 ✓

LESS: Appraisal Value:

Appraisal Value: \$1,040,000.00

Less: 1% bid fee to county: \$ 2,500.00 (\$1,037,500.00) ✓

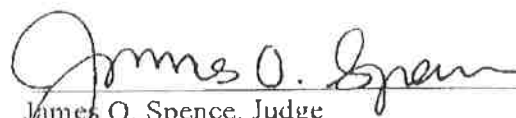
AMOUNT OF PERSONAL JUDGMENT OF DEFICIENCY
ENTERED AGAINST THE ABOVE NAMED DEFENDANTS:

\$ 508,104.69 ✓

This judgment is entered together with interest at the rate of 12% from March 28, 2012.

AND IT IS SO ORDERED.

Date: Nov 26, 2014
Lexington, South Carolina


James O. Spence, Judge
Master-in-Equity Court

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

FILED

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-32-01205

ORIGINAL

FIRST RELIANCE BANK

CHARLES E. BISHOP, ET AL.

BETH A. CARRIS
CLERK OF COURT

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

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : DEFICIENCY JUDGMENT TO BE ENTERED AS INDICATED BELOW

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
FIRST RELIANCE BANK	CHARLES E. BISHOP	\$508,104.69 ☒
FIRST RELIANCE BANK	BRETT D. BLANKS	\$508,104.69 ☒
FIRST RELIANCE BANK	RCM OF LEXINGTON, LLC D/B/A DAM BAR & GRILL	\$508,104.69 ☒
		\$

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

THREE PARCELS - TMS NUMBERS: 003418-01-008, 003418 01 009 AND 003418-01-007

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

James O. Spindel
Circuit Court Judge

Judge Code

Name _____
Date _____

This judgment was entered on the 26 day of Nov. 2014 and a copy mailed first class or placed in the appropriate attorney's box on this 5 day of Dec. 2014 to attorneys of record or to parties (when appearing pro se) as follows:

James Edward Bradley, Esq.

PO Box 5709
West Columbia, SC 29171
ATTORNEY(S) FOR THE PLAINTIFF(S)

GEORGE HUNTER MCMASTER

PO Box 7337
Columbia, SC 29202
ATTORNEY(S) FOR THE DEFENDANT(S)
Beth (amg) pe
CLERK OF COURT

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

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

2014 NOV 26

100

ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

First Reliance Bank,

Plaintiff,

vs

Charles E. Bishop, Brett D. Blanks,
BCM of Lexington, LLC. d/b/a Dam
Bar & Grill, B&H of Lexington, LLC,
and Branch Banking and Trust
Company of South Carolina,

Defendants.

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Case No. 2011-CP-32-01205

**PETITION FOR ORDER OF
APPRAISAL**

SCANNED

TO: LEXINGTON COUNTY CLERK OF COURT:

The Petitioners would respectfully show:

1. That the above entitled action was a real estate foreclosure proceeding in which the Petitioners, Charles E. Bishop, Brett D. Blanks, BCM of Lexington, LLC d/ba/ Dam Bar & Grill and B& H of Lexington, LLC was found liable for Plaintiff's debt.
2. That less than thirty (30) days have elapsed since the sale of the mortgaged property.
3. That the final sale resulted in a deficiency judgment being entered against the Defendants, Petitioners, herein, and Petitioners are informed and believe that by virtue of SC Code Ann.29-3-680 (2004) *et seq.*, they are entitled to have an appraisal made of the subject real estate by a board of three appraisers; and that if said appraisers determine that the property has a value greater than that for which it was sold at auction then the deficiency shall be reduced accordingly.
4. That the Petitioners hereby designate Jimmy Carter of 1620 Lady Street,

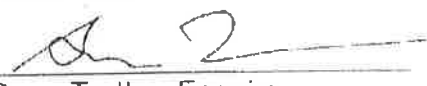
Columbia, South Carolina, 29201, as a disinterested state-certified real estate appraiser who is not related by blood or marriage to any party.

5. WHEREFORE, Petitioners pray that an Order for Appraisal be issued; that a board of appraisers be constituted and appraisal had of the subject property pursuant to SC Code Ann 29-3-680 (2004) *et. seq.*

Respectfully submitted,

TROTTER & MAXFIELD ATTORNEYS

By:


Gene Trotter, Esquire
1701 Richland Street
Columbia, SC 29201
(803) 799-6000
Attorney for Petitioners

DATED: 3/24/ 2012
Columbia, South Carolina

4849-5487-5663, v. 1

ORIGINAL



FILED McGee Real Estate Company, Inc.
PROFESSIONAL REAL ESTATE SERVICES

2013 FEB 25 A 11:01 560 Meeting Street, West Columbia, SC 29169 • 803/739-0550 • FAX 803/796-9420

February 21, 2013

James O. Spence, Judge
Master-in-Equity Court
205 East Main Street, Suite 204
Lexington, SC 29072

RE: Court of Common Pleas 2011-CP-32-1205
First Reliance Bank vs. Charles E. Bishop, et al.

Dear Judge Spence,

As requested in Order Appointing Appraisers (Foreclosure Action) in accordance with Section 29-3-680, S.C. Code (1976) as amended, we, James Petty, Philip Urso, and Kevin McGee, have appraised the property in question identified here as 1605 North Lake Drive, Lexington, SC and excess land, Lexington County TMS 003418-01-008.

Using the industry accepted and preferred methods of appraisal practice and in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), we have arrived at three supported, individual conclusions of the subject property's Market Value. Furthermore, we have met, discussed and reconciled our separate opinions of value to a single, agreed-upon opinion of market value of the subject property in fee simple as of March 7, 2012 of \$1,040,000.00 allocated as follows:

Front Land (2.357 acres):	\$200,000
Improvements:	\$715,000
FF & E:	\$100,000
Excess Back Land (1.753 acres):	\$25,000

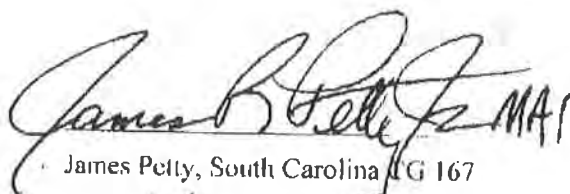
FEB 25 2013

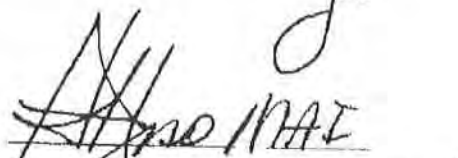
FEB 25 2013

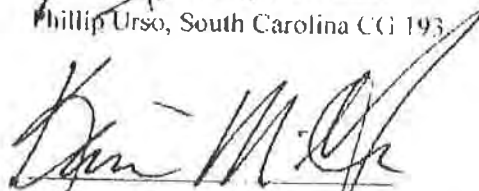
AUCTIONEERS • BUILDERS • BROKERS • CONSULTANTS • DEVELOPERS • PLANNERS

We, James Petty, Phillip Urso, and Kevin McGee, the duly appointed appraisers in this matter, have conferenced and make this return of true value of the subject real property in this case. All supporting information and documentation is contained in each appraiser's work file and is available upon request.

Respectfully submitted,


James Petty, South Carolina CG 167


Phillip Urso, South Carolina CG 193


Kevin McGee, South Carolina CG 2399



Notary Public for the state of South Carolina

My commission expires: 2/7/2023

FILED

2013 MAR -5 A 11:01

FILED

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

First Reliance Bank,

Plaintiff,

vs.

Charles E. Bishop, Brett D. Blanks, BCM of
Lexington, LLC, d/b/a Dam Bar & Grill,
B&H of Lexington, LLC, and Branch
Banking and Trust Company of South
Carolina,

Defendants.

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Case No. 2011-CP-32-01205

**APPEAL
OF THE RETURN OF APPRAISERS
[SC CODE SECTION 29-7-750 (1976
AS AMENDED)]**

Defendants appeal the Return of Appraisers pursuant to S.C. Code Section 29-7-750 (1976 as Amended). Appellant received written notice of entry of these orders on or about March 6, 2013.

The grounds for this appeal are as follows:

1. That the Uniform Standard of Professional Appraisal Practice (USPAP) are minimum standards and should not be used as a sole authoritative basis for the determination of Market Value as is set out in the return of appraisers dated March 5, 2013 (a copy of which is attached as exhibit "A" hereto[hereinafter the "Return"];
2. That the other authoritative basis, to the extent it can be so termed, of "Using the industry accepted and preferred methods of appraisal

☐ cc: Box
☐ cc: Mail
☒ cc: Person
☐ cc: None

practice" ~~is so lacking~~ in substance as to be a meaningless attribution of method or practice;

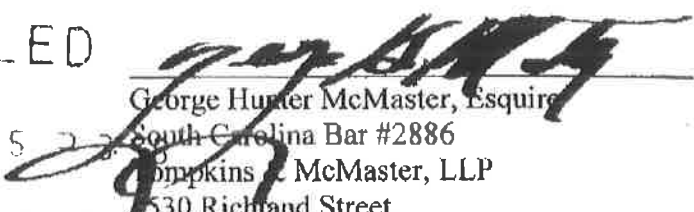
2013 MAR 15 3:54

- 
3. That the Return fails to consider, and the conclusions do not reflect, consideration of the elements as set out in the Federal Home loan Bank Board Memorandum R41C;
 4. That the Return refers to Market Value and sales value (which are the same) but the conclusions are not supported by reference to purchase price or consideration of that appraisal obtained by the Defendants in support of the purchase of this real property;
 5. That the Return "allocates value" to Front Land and Excess Back Land without basis for either the division of the real property subject to the Mortgage or the determination of the value {\$25,000.00} of the "Excess Back Land";
 6. That the Return fails in its lack of consideration, if any, of the replacement value of the improvements on the real property;
 7. That the Return fails in its lack of consideration, if any, of the income production on the real property;
 8. That the Return, although stating that the "work file" of each appraiser is available, the method of each appraiser is neither known nor are the methods employed by three (3) appraisers appointed by the Order of this Court.

The Defendants request that the Court hear this Appeal in open court and Order a new appraisal of the property subject to this cause.

FILED

2013 MAR 15


George Hunter McMaster, Esquire

South Carolina Bar #2886

Tompkins & McMaster, LLP

1530 Richland Street

Columbia, South Carolina 29201

803-799-4499 (phone)

803-252-2240 (fax)

e-mail: ghm@tmmlaw.com


Gene Trotter, Esq.

South Carolina Bar #

Trotter & Maxfield

1701 Richland Street

Columbia, South Carolina 29201

803-799-6000 (phone)

803-799-6947 (fax)

COPY

STATE OF SOUTH CAROLINA)

) **FILED** IN THE COURT OF COMMON PLEAS
) C/P #: 11-CP-32-1205

COUNTY OF LEXINGTON)

2013 MAR -5 A 4:01

CONFIDENTIAL DOCUMENT

FIRST RELIANCE BANK

BETH A. CARROLL, CLERK OF COURT
JUDGE HUNTER McMAS, JR., ESQUIRE

Plaintiff)

vs)

CHARLES E. BISHOP, ET AL.)

Defendant)

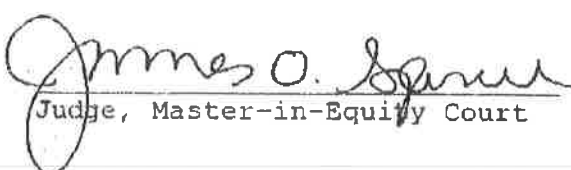
Return of Appraisers
to
Equity Court

After a mortgage foreclosure and judicial sale, the subject property was appraised pursuant to Sections 29-3-760, Code of Laws of S.C. (1976) as amended.

Pursuant to Section 29-3-740 of the code, the return of the appraisers, which is attached, shall be filed and recorded by the Clerk of Court. Section 29-3-750 provides for appeal from the return of the appraisers to this court within ten (10) days.

IT IS SO ORDERED.

Date FEB. 27, 2013
Lexington, S.C.


Judge, Master-in-Equity Court

704 775 8923

COPY



McGee Real Estate Company, Inc.

PROFESSIONAL REAL ESTATE SERVICES

560 Meeting Street, West Columbia, SC 29169 • 803/739-0550 • FAX 803/796-9420

2013 MAR -5 A 4:01

BETH A. CARRIGG
CLERK OF COURT
JAN 21 2013

February 21, 2013

James O. Spence, Judge
Master-in-Equity Court
205 East Main Street, Suite 204
Lexington, SC 29072

RE: Court of Common Pleas 2011-CP-32-1205
First Reliance Bank vs. Charles E. Bishop, et al.

Dear Judge Spence,

As requested in Order Appointing Appraisers (Foreclosure Action) in accordance with Section 29-3-680, S.C. Code (1976) as amended, we, James Petty, Philip Urso, and Kevin McGee, have appraised the property in question identified here as 1605 North Lake Drive, Lexington, SC and excess land, Lexington County TMS 003418-01-008.

Using the industry accepted and preferred methods of appraisal practice and in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), we have arrived at three supported, individual conclusions of the subject property's Market Value. Furthermore, we have met, discussed and reconciled our separate opinions of value to a single, agreed-upon opinion of market value of the subject property in fee simple as of March 7, 2012 of \$1,040,000.00 allocated as follows:

Front Land (2.357 acres):	\$200,000
Improvements:	\$715,000
F F & E:	\$100,000
Excess Back Land (1.753 acres):	\$25,000

FEB 25 2013

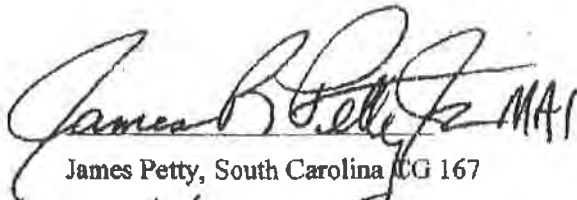
FEB 22 2013

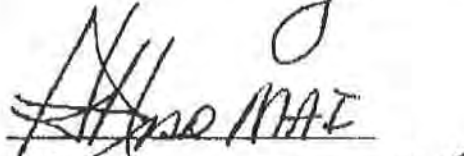
AUCTIONEERS • BUILDERS • BROKERS • CONSULTANTS • DEVELOPERS • PLANNERS

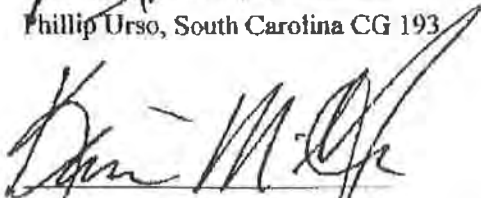
FILED

2013 MAR 5
SETH A. CARRIGG
We, James Petty, Phillip Urso, and Kevin McGee, the duly appointed appraisers in this matter, have
conferenced and make this return of true value of the subject real property in this case. All supporting
information and documentation is contained in each appraiser's work file and is available upon request.

Respectfully submitted,


James Petty, South Carolina CG 167


Phillip Urso, South Carolina CG 193


Kevin McGee, South Carolina CG 2399


Notary Public for the state of South Carolina

My commission expires: 2/7/2023

FILED

2013 MAR 15 0 3: 55

South Carolina Statutes
Title 29. Mortgages and Other Liens
Chapter 3. MORTGAGES AND DEEDS OF TRUST GENERALLY
Article 7. FORECLOSURE

Current through 2013 Act No. 1

§ 29-3-750. Appeal from return of appraisers

The petitioner or the judgment creditor may appeal from the return of the appraisers upon notice stating the ground of such appeal served upon the other party within ten days after notice of the filing of the return, such appeal being to the court having jurisdiction of the action or any judge thereof, who shall hear the appeal without a jury in open court or at chambers upon affidavits or oral testimony as he deems advisable. Such court may confirm the return or order a new appraisal upon such terms as he may deem equitable and an appeal from his order or decree shall lie as in other equity cases.

Cite as S.C. Code § 29-3-750

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
Civil Action No. 2011-CP-32-01205

First Reliance Bank,

Plaintiff,

vs.

Charles E. Bishop, Brett D. Blanks,
BCM of Lexington, LLC, d/b/a Dam
Bar & Grill, B&H of Lexington, LLC,
And Branch Banking and Trust of
South Carolina,

Defendants.

CERTIFICATE OF MAILING

I, Beverly A. Poston, of Tompkins and McMaster, LLP do hereby certify that I
have this 15th day of March, 2013, served the following:

1. **Appeal of the Return of Appraisers [SC Code Section
29-7-750(1976 as Amended)]**

and by depositing a copy of the same in the U.S. Post Office addressed as follows:

James Edward Bradley, Esq.
P.O. Box 5709
West Columbia SC 29171


Beverly A. Poston



James O. Spence
Master-in-Equity

JUN 18 REC'D
FILED

2014 JUN 18 P 2:53

BETH A. GARY
 CLERK OF COURT

MASTER-IN-EQUITY COURT
COUNTY OF LEXINGTON
 Lexington County Judicial Center
 205 East Main Street, Suite 204
 Lexington, SC 29072

Fax (803) 785-0609
Email: Jspence@lex-co.com

June 18, 2014

Re: First Reliance v Bishop et al/2011-CP32-1205

Dear Mr. Bradley and Mr. McMaster:

I hope all is well with everyone at home and work.

The purpose of this letter is to advise you of the decision reached in the above referenced contested appraisal panel appeal case and to ask for assistance in the preparation of the order. I appreciate your effort and zealous representation of your clients and well-thought memos regarding this very interesting case. My analysis of the case is limited to the trial testimony, reasonable inferences, and stipulated evidence. I will not cite all case law etc to all points discussed below since most arguments are addressed in your respective briefs.

There are several issues in this appeal:

- (1) What can court do? I believe both parties agree that court can approve/disapprove or order new appraisal.
- (2) Did panel appraisal comply with statutory and case law requirements? I must rely on the trial testimony before me. As Plaintiff notes, the testimony and the report indicate that the appraisal meets the statutory criteria for a valid appraisal.
- (3) Plaintiff logic and case law supports approval of panel report. While the Defendant appraisers testified that he believed he made a mistake and he believed the other two appraisers would agree, neither side called either of the other two appraisers who were in the court room and available for testimony. According to the evidence, at best, there may have been a unilateral mistake made by Defendant's appraiser. There is not sufficient evidence to support a finding of mutual mistake since neither of the other two experts testified.

This letter is not a final order. Please include arguments and details contained in memorandum.

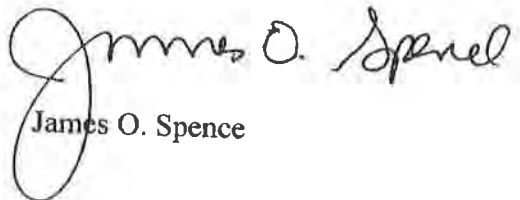
The court asks Plaintiff to submit a *judiciously objective proposed order citing transcript and following June 12, 2014 memo logic (Please summarize Defendant's argument in each sub section)*, in the following format, addressing (a) Factual/Procedural Background (b) Issues (c) Rules (d) Application (e) Conclusion. (Please review MIE Web site on Lexington County

Website for Honorable Justice Kittredge 2007 MIE Bench Bar Seminar Notes and S.C. Court of Appeals Judge Bruce Williams Order Writing Tips) citing:

1. Include chronology of relevant dates and court actions.
2. Cite statutory and case law citing elements of appeal of appraisal panel.
3. Case law citing applicable legal criteria ie, specific burden of proof, ie preponderance, clear and convincing.
4. RULE 52 applications of specific facts supporting cause(s) of action/defenses.
5. Any critical evidentiary matter.
6. Please prepare Order and cite authority according to Rules 85(a) and 239 SCACR.

None of this letter need be inserted verbatim in the proposed order. Please send me (within thirty days) the proposed Order by a WORD e-mail attachment and provide a copy of the order to all parties as required by rule.

Very Truly Yours,


James O. Spence

FAIRCLOTH, GAIL

ORIGINAL

From: FAIRCLOTH, GAIL
Sent: Friday, June 27, 2014 12:04 PM
To: Ward Bradley (ward@mttlaw.com); George McMaster (ghm@tmmlaw.com)
Subject: First Reliance vs. Bishop 2011-1205
Attachments: SKMBT_28314062712020.pdf

Please find attached the signed/clocked copy of Judge Spence's letter in reference to the above case dated June 18, 2014.

Gail

Gail R. Faircloth, Court Assistant, III
Lexington County Master-In-Equity
205 E. Main Street, Suite 204
Lexington, SC 29072
ph: 803-785-8291 fax: 803-785-0609

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

FILED

2014 JUN 27 P 2:32

BETH A. CARRICO
CLERK OF COURT
LEXINGTON, SC



The Supreme Court of South Carolina

COMMISSION ON LAWYER CONDUCT

Deborah S. McKeown
Commission Counsel

Peyre T. Lumpkin
Receiver

1015 Sumter Street, Suite 305
Columbia, South Carolina 29201

Telephone: (803) 734-1186
Facsimile: (803) 734-0227

July 16, 2014

PERSONAL AND CONFIDENTIAL

Mr. Charlie Bishop
101 Old Orangeburg Road
Lexington, SC 29073

RE: In the Matter of George Hunter McMaster
14-REC-009

Dear Mr. Bishop:

By Order dated July 2, 2014, of the Supreme Court of South Carolina, George Hunter McMaster has been suspended from the practice of law. Pursuant to the Court's Order, I have been appointed as the Receiver to protect the interests of Mr. McMaster's clients. Part of my duty is to notify you of your right to obtain any files, documents, money, or other property to which you are entitled.

If you had a file with Mr. McMaster and would like to pick up your file from our office in Columbia, please call 803-734-1186 to make an appointment to pick up your file. If you would like to receive your file by mail, please fill out the attached Authorization indicating the complete address where you would like for us to send your file. If you have already obtained new counsel, please provide the name and address of your new attorney and we will send your file directly to them. Please have the Authorization form notarized and return it to our office with a photocopy of your driver's license.

Please be advised that any files in my possession at the termination of my appointment will be retained by the Commission on Lawyer Conduct in Columbia, South Carolina, for a period of three years.

The Lawyer's Fund for Client Protection is available and may assist you with financial losses caused by Mr. McMaster's conduct. Information about the Fund can be found on the South Carolina Bar website at www.scbar.org/PublicServices or by calling the Bar at (877) 797-2227, extension 141.

RECEIVED
JUL 28 2014
RECEIVED

Additionally, if you believe there was ethical misconduct in your case, you may file a complaint with the Commission on Lawyer Conduct at 1015 Sumter Street, Suite 305, Columbia, South Carolina 29201. For more information about filing a complaint, you may call the Commission at (803) 734-2037.

I urge you to immediately arrange to obtain your file, as there may be certain deadlines affecting your rights.

Sincerely,

Peyre T. Lumpkin

Peyre T. Lumpkin

PTL/ac

Enclosure

TOMPKINS AND McMASTER, LLP

ATTORNEYS AND COUNSELORS AT LAW

1701 RICHLAND STREET (29201)

POST OFFICE BOX 7337

COLUMBIA, SOUTH CAROLINA 29202

TELEPHONE: (803) 790-4489

JOHN GREGG McMASTER

GEORGE HUNTER McMASTER **

FRANK BARNWELL McMASTER

FRANK G. TOMPKINS

1874-1958

FRANK G. TOMPKINS, JR.

1908-1973

ELIZABETH ELDRIDGE

1894-1975

ESTABLISHED 1898

** ALSO ADMITTED IN TEXAS

July 15, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
James Edward Bradley, Esq.
P.O. Box 5709
West Columbia SC 29171

RE: George Hunter McMaster

Dear Mr. Bradley:

This is to advise that I have been placed on Interim Suspension. We hope for a speedy resolution of this matter.

However, if a matter being handled by me on your behalf involves pending litigation of administrative proceedings, we must advise of the desirability of prompt substitution of another lawyer to act as your attorney.

Please contact Peyre T. Lumpkin at your earliest possible convenience so that we can make all arrangements to deliver to you any papers or other property to which you are entitled. This is an urgent request as we shall take every step mandated by our South Carolina Supreme Court to insure your interests are protected.

The contact information is as follows:

Peyre T. Lumpkin, Receiver
1205 Pendleton Street - Suite 333
Columbia, South Carolina 29201
Phone Number: 803-734-1186
E-mail: plumpkin@sccourts.org

I remain,

Yours,

George Hunter McMaster

007302014

FAIRCLOTH, GAIL

From: FAIRCLOTH, GAIL
Sent: Thursday, July 17, 2014 4:18 PM
To: 'Ward Bradley'
Cc: George McMaster (ghm@tmmlaw.com); Nancy Hazelwood; Lynn G. Ivey; SPENCE, JAMES
Subject: RE: First Reliance vs. Bishop 2011-1205

I will make a note that is due by July 31st

Gail

Gail R. Faircloth, Docket Manager
Lexington County Master-In-Equity
205 E. Main Street, Suite 204
Lexington, SC 29072
ph: 803-785-8291 fax: 803-785-0609

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

From: Ward Bradley [mailto:ward@mttlaw.com]
Sent: Thursday, July 17, 2014 4:11 PM
To: FAIRCLOTH, GAIL
Cc: George McMaster (ghm@tmmlaw.com); Nancy Hazelwood; Lynn G. Ivey; SPENCE, JAMES
Subject: Re: First Reliance vs. Bishop 2011-1205

Gail

The judge's letter says he wants a proposed order in thirty days. The letter is dated June 18, but we received it June 27 by email.

Is it ok if I have thirty days from the day we received it (June 27)?

Please let me know.

Thanks

Ward

Sent from my iPad

On Jun 27, 2014, at 12:04 PM, "FAIRCLOTH, GAIL" <GFAIRCLOTH@lex-co.com> wrote:

Please find attached the signed/clocked copy of Judge Spence's letter in reference to the above case dated June 18, 2014.

Gail

20-

1015 Sumter Street
Suite 305
Columbia, SC 29201

RECEIVED
JUL 28 2014
RECEIVER

Charlie Bishop
101 Old Orangeburg Road
Lexington, SC 29073

Hasler
07/16/2014
USPS
\$00.483
ZIP 29073
212-200524

2907307347
SC 2907307347
NOT DELIVERABLE AS ADDRESSED
RETURN TO SENDER
UNABLE TO FORWARD
2907307347
0007/23/14
UTE

SPENCE, JAMES

From: Lumpkin, Peyre T. [plumpkin@sccourts.org]
Sent: Thursday, July 31, 2014 4:14 PM
To: Nancy Hazelwood; SPENCE, JAMES; FAIRCLOTH, GAIL
Cc: Ward Bradley
Subject: RE: First Reliance Bank vs. Charles E. Bishop, et al. // C/A No. 2011-CP-32-01205

Dear Judge Spence:

I am in receipt of Mr. Bradley's email with a letter and proposed order in the above referenced case.

When we are appointed Receiver for a suspended attorney we do not assume representation of clients but merely take possession of client files to facilitate their return to clients or to new counsel. Consequently, I can neither object nor consent to any proposed order on behalf of any clients of Tompkins and McMaster.

In this particular matter we gave Mr. McMaster's client written notice of the suspension and his right to pick up his file by a notice letter mailed on July 16, 2014. However, as of today, he has not contacted us or arranged for his file to be sent to him. I will, however, place a copy of this correspondence in his file for his future reference.

If you, or anyone else, should have any questions please feel free to contact me.

Sincerely,

Peyre T. Lumpkin

Receiver
Office of Commission Counsel
Columbia, South Carolina 29201
(803) 734-1186
(803) 734-0227 (FAX)
plumpkin@sccourts.org

DISCLAIMER: The Receiver's Office does not provide legal advice or assume legal representation of clients.

From: Nancy Hazelwood [mailto:nancy@mttlaw.com]
Sent: Thursday, July 31, 2014 3:46 PM
To: Spence, James O.; 'FAIRCLOTH, GAIL'
Cc: Ward Bradley; Lumpkin, Peyre T.
Subject: First Reliance Bank vs. Charles E. Bishop, et al. // C/A No. 2011-CP-32-01205

I have attached a letter and proposed order for Judge Spence's consideration in the subject matter in pdf format. I have also attached the proposed order in MSWord format. Please let me know if you experience any problem with the attachments or need anything else from us at this time.

Thank you!

Nancy Hazelwood, Assistant to James Edward Bradley

SPENCE, JAMES

From: SPENCE, JAMES
Sent: Thursday, October 23, 2014 8:12 AM
To: 'Lumpkin, Peyre T.'
Cc: 'Ward Bradley'
Subject: RE: First Reliance v Bishop. 2011-CP-32-01205

October 23, 2014

Hope all is well at home and work.

Unless advised otherwise, I will signed proposed Order in the case since it has been over 60 days with no response.

Thanks to all,

JOS

From: Lumpkin, Peyre T. [<mailto:plumpkin@sccourts.org>]
Sent: Wednesday, October 22, 2014 5:01 PM
To: SPENCE, JAMES
Cc: 'Ward Bradley'
Subject: RE: First Reliance v Bishop. 2011-CP-32-01205

Dear Mr. Spence:

We still have the Bishop file in our possession. He has not responded to our notice letter.

Sincerely,

Peyre T. Lumpkin
Receiver
Office of Commission Counsel
Columbia, SC 29201
803-734-1186
803-734-0227 (FAX)

From: Spence, James O.
Sent: Wednesday, October 22, 2014 4:48 PM
To: Lumpkin, Peyre T.
Cc: 'Ward Bradley'
Subject: First Reliance v Bishop. 2011-CP-32-01205

October 22, 2014

I hope all is well at home and work with everyone.

Just checking status of this case to determine if Mr. McMaster's client has, pursuant to July 16, 2014 Notice letter, contacted you or arranged to have file retrieved.

Thanks to all,

Jimmy Spence
Lexington MIE

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Lexington County C/A No.: 2011-CP-32-001205

First Reliance Bank,

Plaintiff,

vs.

Charles E. Bishop, et al.,

**TRANSCRIPT OF JUDGMENT**

Defendants.

NOTICE IS HEREBY GIVEN that in the above-captioned proceeding, filed in the Court of Common Pleas of Lexington County, South Carolina, judgment was entered against the Defendants, Charles E. Bishop, Brett D. Blanks, and BCM of Lexington, LLC d/b/a Dam Bar & Grill on the 26<sup>th</sup> day of November, 2014, in the amount of \$508,104.69.

FURTHER, NOTICE IS GIVEN that interest will accrue at a rate of 12% from the date ordered in the Judgment: March 28<sup>th</sup>, 2012.

|                     |               |
|---------------------|---------------|
| Amount of judgment: | \$ 508,104.69 |
|---------------------|---------------|

|                  |    |
|------------------|----|
| Costs and fees*: | \$ |
|------------------|----|

|                 |    |
|-----------------|----|
| Attorney's fees | \$ |
|-----------------|----|

|                         |    |
|-------------------------|----|
| Court Costs/Filing Fees | \$ |
|-------------------------|----|

|         |    |
|---------|----|
| Other : | \$ |
|---------|----|

|                           |               |
|---------------------------|---------------|
| Total Amount of Judgment: | \$ 508,104.69 |
|---------------------------|---------------|

[SIGNATURE PAGE TO FOLLOW]

I CERTIFY that the foregoing is a correct transcript from the Docket of Judgments kept in my office.

Date:

\_\_\_\_\_  
Clerk of Court of Lexington County

Submitted by:

Attorney for the Plaintiff:

s/Luke R. Hoopes  
SC Bar No. 103644  
Angell Molony, LLC  
200 N. Main St., Ste. 301  
Greenville, SC 29601  
(P) 864-248-4708  
(F) 864-752-1422  
luke@angellmolony.com



Common Pleas

**Case Caption:** First Reliance Bank VS Charles E Bishop  
**Case Number:** 2011CP3201205  
**Type:** Transcript/Request for Transcript of Judgment

So Ordered

s/ Mona Huggins Deputy Clerk Common Pleas for  
Lisa M Comer Lexington County Clerk of Court

Electronically signed on 2020-05-04 16:10:36 page 3 of 3

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Lexington County C/A No.: 2011-CP-32-001205

First Reliance Bank,

Plaintiff,

vs.

Charles E. Bishop, et al.,

**TRANSCRIPT OF JUDGMENT**

Defendants.

NOTICE IS HEREBY GIVEN that in the above-captioned proceeding, filed in the Court of Common Pleas of Lexington County, South Carolina, judgment was entered against the Defendants, Charles E. Bishop, Brett D. Blanks, and BCM of Lexington, LLC d/b/a Dam Bar & Grill on the 26<sup>th</sup> day of November, 2014, in the amount of \$508,104.69.

FURTHER, NOTICE IS GIVEN that interest will accrue at a rate of 12% from the date ordered in the Judgment: March 28<sup>th</sup>, 2012.

|                     |               |
|---------------------|---------------|
| Amount of judgment: | \$ 508,104.69 |
|---------------------|---------------|

|                  |    |
|------------------|----|
| Costs and fees*: | \$ |
|------------------|----|

|                 |    |
|-----------------|----|
| Attorney's fees | \$ |
|-----------------|----|

|                         |    |
|-------------------------|----|
| Court Costs/Filing Fees | \$ |
|-------------------------|----|

|         |    |
|---------|----|
| Other : | \$ |
|---------|----|

|                           |               |
|---------------------------|---------------|
| Total Amount of Judgment: | \$ 508,104.69 |
|---------------------------|---------------|

[SIGNATURE PAGE TO FOLLOW]

I CERTIFY that the foregoing is a correct transcript from the Docket of Judgments kept in my office.

Date:

\_\_\_\_\_  
Clerk of Court of Lexington County

Submitted by:

Attorney for the Plaintiff:

s/Luke R. Hoopes  
SC Bar No. 103644  
Angell Molony, LLC  
200 N. Main St., Ste. 301  
Greenville, SC 29601  
(P) 864-248-4708  
(F) 864-752-1422  
luke@angellmolony.com



Common Pleas

**Case Caption:** First Reliance Bank VS Charles E Bishop  
**Case Number:** 2011CP3201205  
**Type:** Transcript/Request for Transcript of Judgment

So Ordered

s/ Mona Huggins Deputy Clerk Common Pleas for  
Lisa M Comer Lexington County Clerk of Court

Electronically signed on 2020-05-04 16:10:36 page 3 of 3



ANGELL  
MOLONY  
JUDGMENT ATTORNEYS

May 12, 2020

Charles E. Bishop  
2708 Beadboard Dr  
Charleston, SC 29414

Re: First Reliance Bank v. Charles E. Bishop, et al.  
Civil Action No: 2011-CP-32-01205 (Lexington) & 2020-CP-10-02091 (Charleston)  
Judgment Amount: \$508,104.69 (excluding post-judgment interest)

Dear Charles E. Bishop:

I hope this letter finds you well. I am sending you copies of the subpoenas we will be sending out to third parties once I have confirmation that you have received this. It is worth noting that you are the registered agent for at least one of the business entities to which these are being sent. Also, the judgment has been transcribed into Charleston county.

As always, on behalf of our client, we would rather settle this matter quickly than pursue costly litigation. While the judgment was originally for \$508,104.69, interest has been accruing since int was issued. The balance owed as of the date of this letter is \$1,276,541.82.

Please contact our offices, or have your attorney do so, to discuss a resolution to this issue. I can be reached by emailing [Luke@AngellMolony.com](mailto:Luke@AngellMolony.com) or by calling 864.248.4708.

I look forward to hearing from you very soon.

Sincerely,

Luke R. Hoopes, Esq.

Enclosures: Charleston Transcription of Judgment, Copies of Subpoenas

Aiken Office  
210 Newberry St. N.W.  
Aiken, SC 29801  
(P) 803.335.1449  
(F) 803.335.5422

Aaron J. Angell, Esq.  
[aaron@angellmolony.com](mailto:aaron@angellmolony.com)

Kevin N. Molony, Esq.  
[kevin@angellmolony.com](mailto:kevin@angellmolony.com)

[www.AngellMolony.com](http://www.AngellMolony.com)

Greenville Office  
200 N. Main St., Suite 301  
Greenville, SC 29601  
(P) 864.248.4708  
(F) 864.752.1422

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Lexington County C/A No.: 2011-CP-32-001205

First Reliance Bank,

Plaintiff,

vs.

**TRANSCRIPT OF JUDGMENT**

Charles E. Bishop, et al.,

Defendants.

NOTICE IS HEREBY GIVEN that in the above-captioned proceeding, filed in the Court of Common Pleas of Lexington County, South Carolina, judgment was entered against the Defendants, Charles E. Bishop, Brett D. Blanks, and BCM of Lexington, LLC d/b/a Dam Bar & Grill on the 26<sup>th</sup> day of November, 2014, in the amount of \$508,104.69.

FURTHER, NOTICE IS GIVEN that interest will accrue at a rate of 12% from the date ordered in the Judgment: March 28<sup>th</sup>, 2012.

|                     |               |
|---------------------|---------------|
| Amount of judgment: | \$ 508,104.69 |
|---------------------|---------------|

|                  |    |
|------------------|----|
| Costs and fees*: | \$ |
|------------------|----|

|                 |    |
|-----------------|----|
| Attorney's fees | \$ |
|-----------------|----|

|                         |    |
|-------------------------|----|
| Court Costs/Filing Fees | \$ |
|-------------------------|----|

|         |    |
|---------|----|
| Other : | \$ |
|---------|----|

|                           |               |
|---------------------------|---------------|
| Total Amount of Judgment: | \$ 508,104.69 |
|---------------------------|---------------|

[SIGNATURE PAGE TO FOLLOW]

I CERTIFY that the foregoing is a correct transcript from the Docket of Judgments kept in my office.

Date:

\_\_\_\_\_  
Clerk of Court of Lexington County

Submitted by:

Attorney for the Plaintiff:

s/Luke R. Hoopes  
SC Bar No. 103644  
Angell Molony, LLC  
200 N. Main St., Ste. 301  
Greenville, SC 29601  
(P) 864-248-4708  
(F) 864-752-1422  
luke@angellmolony.com



Common Pleas

**Case Caption:** First Reliance Bank VS Charles E Bishop  
**Case Number:** 2011CP3201205  
**Type:** Transcript/Request for Transcript of Judgment

So Ordered

s/ Mona Huggins Deputy Clerk Common Pleas for  
Lisa M Comer Lexington County Clerk of Court

Electronically signed on 2020-05-04 16:10:36 page 3 of 3

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM LEXINGTON COUNTY  
COURT OF COMMON PLEAS

Honorable James O. Spence, Master-in-Equity for Lexington County

CASE NO. 2011-CP-32-01205

Charles E. Bishop ..... Appellants

v.

First Reliance Bank ..... Respondents

NOTICE OF APPEAL

Charles E. Bishop appeals the Order of the Honorable James O. Spence, Master-in-Equity for Lexington County, filed November 26, 2014 bearing file number 2011-CP-32-0125. I received written notice of the final Order on May 15, 2020 when a copy was served upon Charles E. Bishop via certified mail.

June 4, 2020

  
Paul B. Ferrara, III  
SC Bar No. 70511  
8887 Old University Blvd. St.200  
North Charleston, SC 29406  
(843) 569-5511/ (843) 569-5411 fax  
paul@ferraralawfirm.net  
Attorney for Appellants

Other Counsel of Record: James Edward Bradley, Esq.  
Moore, Taylor & Thomas, P.A.  
1700 Sunset Boulevard  
P.O. Box 5709  
Columbia, SC 29171  
Attorney for Respondents

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

Honorable James O. Spence, Master-in-Equity for Lexington County

CASE NO. 2011-CP-32-01205

Charles E. Bishop.....Appellant,

v.

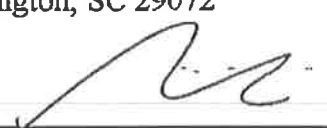
First Reliance Bank .....Respondent

**PROOF OF SERVICE**

I certify that I have served a copy of the Notice of Appeal by depositing a copy of it in the United States Mail, postage prepaid, on June 5, 2020, addressed to:

James Edward Bradley, Esq.  
Moore, Taylor & Thomas, P.A.  
1700 Sunset Boulevard  
P.O. Box 5709  
Columbia, SC 29171  
Attorney for Respondent

The Honorable James O. Spence  
Lexington County Master-in-Equity  
205 East Main Street  
Suite 204  
Lexington, SC 29072

  
Paul B. Ferrara, III  
SC Bar No. 70511  
8887 Old University Blvd. Suite 200  
North Charleston, SC 29406  
(843) 569-5511 / (843) 569-5411 fax  
[paul@ferraralawfirm.net](mailto:paul@ferraralawfirm.net)  
Attorney for Appellant

## Ferrara Law Firm, PLLC

8887 Old University Blvd. Ste. 200  
North Charleston, SC 29406  
(843) 569-5511 / Fax (843) 569-5411

Paul B. Ferrara, III\*  
Janel K. Ferrara\*

\*(also Admitted in N.C.)

June 4, 2020

RECEIVED  
JUN 10 2020  
SC Court of Appeals

The Honorable Jenny Abbott Kitchings  
Clerk of Court  
South Carolina Court of Appeals  
P.O. Box 11629  
Columbia, SC 29211

Re: First Reliance Bank v. Charles E. Bishop, et. al  
Case No.: 2011-CP-32-01205  
Our File No.: 20-541

Dear Ms. Kitchings:

Please find the original and a copy of the Notice of Appeal for filing pursuant to Rule 267(b), SCACR. Additionally, please find enclosed the filed Order that is being appealed.

Please file the originals and return a clocked copy to our office in the self-addressed, stamped envelope which is enclosed.

Sincerely,

FERRARA LAW FIRM, PLLC

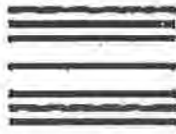


Paul B. Ferrara, III

Enclosures

cc: James Edward Bradley, Esq.

Paul B. Ferrara, III  
Ferrara Law Firm, PLLC  
8887 Old University BLVD. STE 201  
North Charleston SC 29406



062S0011607226  
\$0.650  
US POSTAGE  
FIRST-CLASS  
FROM 29406  
06/04/2020  
stamps  
endicia

**RECEIVED**

JUN 10 2020

**SC Court of Appeals**



The Honorable Jenny Abbott Kitchings  
Clerk of Court  
South Carolina Court of Appeals  
P.O. Box 11629  
Columbia SC 29211-1629



|                                         |   |                              |
|-----------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA                 | ) |                              |
|                                         | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF LEXINGTON                     | ) |                              |
| First Reliance Bank,                    | ) | C/A No. 2011-CP-32-01205     |
|                                         | ) |                              |
| Plaintiff,                              | ) |                              |
|                                         | ) |                              |
| vs.                                     | ) | <b>AFFIDAVIT OF</b>          |
|                                         | ) | <b>JAMES EDWARD BRADLEY</b>  |
| Charles E. Bishop, Brett D. Blanks,     | ) |                              |
| BCM of Lexington, LLC d/b/a Dam Bar &   | ) |                              |
| Grill, B&H of Lexington, LLC and Branch | ) |                              |
| Banking and Trust Company of South      | ) |                              |
| Carolina,                               | ) |                              |
| Defendants.                             | ) |                              |
|                                         | ) |                              |

1. My name is James Edward Bradley and I am an attorney.
2. I am over the age of 18 and otherwise qualified to give sworn testimony in Court.
3. As directed by the Court, our office sent a copy of the signed Order Affirming the Appraisal Panel Return to Mr. Blanks on or about October 29, 2014. A copy of this Affidavit of Service is attached as Exhibit A to this affidavit.
4. This was sent to 137 Belle Chase Drive, Lexington, SC 29072. This is the address that Mr. Blanks testified to in his deposition which I took. A copy of the relevant portion of his deposition is attached as Exhibit B to this affidavit.
5. Before this order was entered, Mr. Blanks' lawyer George McMaster was suspended from the practice of law and Peyre T. Lumpkin was appointed as Receiver. As can be seen from the Affidavit of Service, a copy of this order was sent to Peyre Lumpkin and to George McMaster.

6. The only address we had for Mr. Blanks was 137 Belle Chase Drive, Lexington, SC 29072. No one from Mr. McMaster's office, Mr. Lumpkin's office or Mr. Blanks himself ever let us know that the address was different.

7. After the judgments were entered, we applied to the United States Postal Service for information regarding the addresses of Mr. Blanks and his co-defendant Mr. Bishop.

8. I attach to this affidavit as Exhibit C the response we received from the US Postal Service regarding forwarding information for Charles E. Bishop, Mr. Blanks' co-defendant.

9. As the Court can see from Exhibit C, my office completed a form which I signed seeking forwarding information regarding Charles E. Bishop's address. The form shows that Mr. Bishop moved and left no forwarding address. The form is stamped by the Gilbert Post Office on January 29, 2015.

10. We also sent a forwarding request for Mr. Blanks. This was submitted to the Floyd Spence Post Office in Lexington and is attached as Exhibit D to my affidavit.

11. As the Court can see, the request was for forwarding information regarding Mr. Blanks. Next to the official postal stamp from the United States Postal Service, is an indication that Mr. Blanks received mail at that address. This is dated March 4, 2015.

12. The address indicated by the US Postal Service where Mr. Blanks received mail was 137 Belle Chase Drive, Lexington, SC 29072, the exact address to which we sent the order and to which the affidavit testifies the order was sent as can be shown by Exhibit A to this affidavit.

13. In addition, in preparing for this matter, we checked with the Secretary of State. It appears that Mr. Blanks is the registered agent for service of process for an official South Carolina corporation known as Universal Vending of Lexington, LLC. The address given for Mr. Blanks

by the South Carolina Secretary of State and his official filing is 137 Belle Chase Drive, Lexington, SC 29072. I attach this as Exhibit E to my affidavit.

14. These judgments were entered approximately five years ago. Neither Mr. Blanks nor Mr. Bishop made any effort to contact me regarding any changes of address.

15. To my knowledge, neither I nor the court was ever made aware of any changes to Mr. Blanks' address while the matter was pending or after it was over.

16. If anyone had contacted me regarding this, I would have been happy to send them a copy of any order that was entered of any sort.

17. No justification has been given by Mr. Blanks or his lawyers as to why he delayed approximately five years to seek any review of this judgment. The only explanation is that he took no action whatsoever to notify the court of his address even after he learned his lawyer had been relieved as counsel. There is no reasonable way Mr. Blanks could have had no knowledge of this for five years after the judgment was entered.

FURTHER AFFIANT SAYETH NAUGHT.

  
James Edward Bradley

SWORN to before me this 3<sup>rd</sup>  
day of September, 2020

  
LYNN G. Ivey

Printed Name

Notary Public for South Carolina

My Commission Expires: 1/8/2023

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )  
First Reliance Bank, )  
Plaintiff, )  
vs. )  
Charles E. Bishop, Brett D. Blanks, )  
BCM of Lexington, LLC d/b/a Dam Bar & )  
Grill, B&H of Lexington, LLC and Branch )  
Banking and Trust Company of South )  
Carolina, )  
Defendants. )

IN THE COURT OF COMMON PLEAS

C/A No. 2011-CP-32-01205

**AFFIDAVIT OF SERVICE**

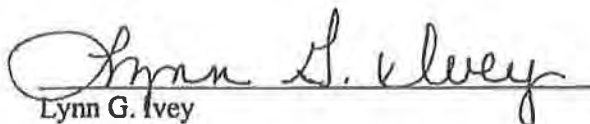
The undersigned certifies that she has effected service of the ORDER AFFIRMING APPRAISAL PANEL RETURN upon the Defendants in this action by placing copies of same in the United States mail, on or about October 29, 2014, in an envelope with sufficient postage affixed thereto addressed as follows:

Peyre T. Lumpkin, Receiver  
1205 Pendleton Street, Suite 333  
Columbia, SC 29201

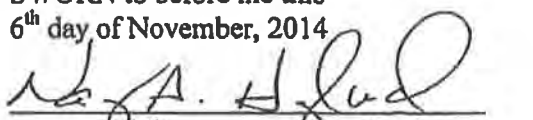
Charles E. Bishop  
628 Haskell Road  
Gilbert, SC 29054

Brett D. Blanks  
137 Belle Chase Drive  
Lexington, SC 29072

George McMaster, Esquire  
P.O. Box 7337  
Columbia, SC 29202

  
Lynn G. Ivey

SWORN to before me this  
6<sup>th</sup> day of November, 2014

  
Notary Public for South Carolina  
My Commission Expires: 5/28/2018  
Nancy A. Hazelwood



Page 5

1 A: Yes.  
 2 Q: All right. What is your name?  
 3 A: Brett Blanks.  
 4 Q: Do you have a middle name?  
 5 A: D as in Darrell.  
 6 Q: All right. How do you spell Darrell?  
 7 A: D-A-R-R-E-L-L.  
 8 Q: What is your social security number?  
 9 A: [REDACTED]  
 10 Q: Do you have a South Carolina driver's license?  
 11 A: Yes.  
 12 Q: What is your driver's license number?  
 13 A: The number is [REDACTED]  
 14 Q: What is your date of birth?  
 15 A: [REDACTED] 71.  
 16 Q: Where do you live?  
 17 A: 137 Bell Chase Drive, Lexington, South Carolina  
 18 29072.  
 19 Q: How long have you lived there?  
 20 A: Approximately eight years.  
 21 Q: Is that a home? Is it a house?  
 22 A: It's a house.  
 23 Q: Who owns that house?  
 24 A: My wife.  
 25 Q: Did you graduate from high school?

Page 6

1 A: Yes.  
 2 Q: From where?  
 3 A: Columbia High School.  
 4 Q: When?  
 5 A: 1989.  
 6 Q: Okay. Are you a shareholder in BCM of  
 7 Lexington, LLC?  
 8 A: Yes.  
 9 Q: Who owns that LLC?  
 10 A: Brett Blanks, Charles Bishop and Marshall  
 11 Hartmann.  
 12 Q: You're aware that Mr. Hartmann's been in  
 13 bankruptcy?  
 14 A: Correct.  
 15 Q: Does he still own a share or was that taken by  
 16 the bankruptcy court?  
 17 A: I'm not sure.  
 18 Q: Does that company have a bank account anywhere?  
 19 A: No.  
 20 Q: Okay.  
 21 A: Not to my knowledge.  
 22 Q: Does the Dam Bar & Grill have a bank account  
 23 anywhere?  
 24 A: Yes.  
 25 Q: What company does the Dam Bar & Grill have a

Page 7

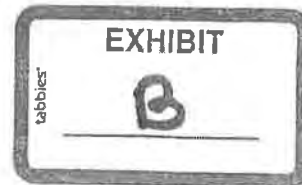
1 bank account with?  
 2 A: It's DBG of Lexington.  
 3 Q: What is DBG of Lexington?  
 4 A: I think it's the Dam Bar & Grill of Lexington.  
 5 I think that's the --  
 6 Q: That's the name the account's in?  
 7 A: Correct. For the business?  
 8 Q: Yes, sir.  
 9 A: Is that what you're referring to?  
 10 Q: Yes, sir.  
 11 A: Yes.  
 12 Q: So the name of the account is DBG of Lexington?  
 13 A: LLC, yes.  
 14 Q: Is there a DBG, LLC?  
 15 A: Yes.  
 16 Q: All right. Who owns DBG, LLC?  
 17 A: It's the same three individuals.  
 18 Q: What company operates the Dam Bar & Grill?  
 19 A: DBG of Lexington, LLC.  
 20 Q: That's the company that operates it?  
 21 A: Yeah, correct.  
 22 Q: What company owns it?  
 23 A: BCM of Lexington owns the building and the  
 24 property.  
 25 Q: When you say the property, do you mean

Page 8

1 everything that's in the building, or do you  
 2 just mean the dirt underneath it?  
 3 A: The outlying shell and the property is BCM.  
 4 Q: Okay. BCM owns the property, and DBG owns the  
 5 --  
 6 A: Business.  
 7 Q: Business?  
 8 A: Yes.  
 9 Q: So what would that consist of?  
 10 A: I'm not sure, to be honest with you.  
 11 Q: Okay, all right. Do you know which company  
 12 owns like the cash registers, the stools, the  
 13 inventory, the accounts receivable?  
 14 A: I would have to ask our accountant. I'm not  
 15 sure how he made that out, to be honest with  
 16 you.  
 17 Q: Does DBG have a tax ID number?  
 18 A: To my knowledge, yes.  
 19 Q: Do you know what that is?  
 20 A: No, sir.  
 21 Q: Who would know that?  
 22 A: Our accountant.  
 23 Q: Okay. Who is the accountant?  
 24 A: Terry Williams.  
 25 Q: Where does Terry Williams do business?

2 (Pages 5 to 8)

1230 Richland Street / Columbia, SC 29201  
 (803) 252-3445 / (800) 822-0896



## Change of Address or Boxholder Request Format - Process Servers

|                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Postmaster Date <u>1-27-15</u>                                                                                                                                                                                                                                                                                                                                                          |
| <u>Gilbert, SC 29054</u>                                                                                                                                                                                                                                                                                                                                                                |
| City, State, ZIP Code                                                                                                                                                                                                                                                                                                                                                                   |
| <b>REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION<br/>NEEDED FOR SERVICE OF LEGAL PROCESS</b>                                                                                                                                                                                                                                                                                   |
| Please furnish the new address or the name and street address (if a boxholder) for the following:                                                                                                                                                                                                                                                                                       |
| Name: <u>Charles E. Bishop</u>                                                                                                                                                                                                                                                                                                                                                          |
| Address: <u>628 Haskell Rd., Gilbert, SC 29054</u>                                                                                                                                                                                                                                                                                                                                      |
| <b>Note:</b> Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known, and Post Office box address are required for boxholder information.                                                                                                                                                   |
| The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.                                                                                                                                                                                                                              |
| 1. Capacity of requester (e.g., process server, attorney, party representing self): <u>Attorney</u>                                                                                                                                                                                                                                                                                     |
| 2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute):                                                                                                                                                                                                |
| 3. The names of all known parties to the litigation: <u>First Reliance Bank, Blanks, Bishop</u>                                                                                                                                                                                                                                                                                         |
| 4. The court in which the case has been or will be heard: <u>Lexington County, Common Pleas</u>                                                                                                                                                                                                                                                                                         |
| 5. The docket or other identifying number (a or b must be completed):<br><input checked="" type="checkbox"/> a. Docket or other identifying number: <u>2011-CP-32-01205</u><br><input type="checkbox"/> b. Docket or other identifying number has not been issued.                                                                                                                      |
| 6. The capacity in which this individual is to be served (e.g., defendant or witness):<br><u>defendant</u>                                                                                                                                                                                                                                                                              |
| <b>WARNING</b>                                                                                                                                                                                                                                                                                                                                                                          |
| <b>THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).</b> |
| I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.                                                                                                                                                                                      |
| <u>[Signature]</u>                                                                                                                                                                                                                                                                                                                                                                      |
| Signature Address <u>PO Box 5709</u>                                                                                                                                                                                                                                                                                                                                                    |
| <u>James Edward Bradley, West Columbia, SC 29171</u>                                                                                                                                                                                                                                                                                                                                    |
| Printed Name City, State, ZIP Code                                                                                                                                                                                                                                                                                                                                                      |
| <b>POST OFFICE USE ONLY</b>                                                                                                                                                                                                                                                                                                                                                             |
| No change of address order on file. NEW ADDRESS OR BOXHOLDER'S NAME POSTMARK                                                                                                                                                                                                                                                                                                            |
| <input checked="" type="checkbox"/> Moved, left no forwarding address. AND STREET ADDRESS                                                                                                                                                                                                                                                                                               |
| <input type="checkbox"/> No such address.                                                                                                                                                                                                                                                                                                                                               |



EXHIBIT

C

## Change of Address or Boxholder Request Format - Process Servers

|                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Postmaster Date <u>1-27-15</u>                                                                                                                                                                                                                                                                                                                                                   |
| <u>Lexington, SC 29072</u>                                                                                                                                                                                                                                                                                                                                                       |
| City, State, ZIP Code                                                                                                                                                                                                                                                                                                                                                            |
| <b>REQUEST FOR CHANGE OF ADDRESS OR BOXHOLDER INFORMATION<br/>NEEDED FOR SERVICE OF LEGAL PROCESS</b>                                                                                                                                                                                                                                                                            |
| Please furnish the new address or the name and street address (if a boxholder) for the following:                                                                                                                                                                                                                                                                                |
| Name: <u>Brett D. Blanks</u>                                                                                                                                                                                                                                                                                                                                                     |
| Address: <u>137 Belle Chase Drive, Lexington, SC 29072</u>                                                                                                                                                                                                                                                                                                                       |
| Note: Only one request may be made per completed form. The name and last known address are required for change of address information. The name, if known, and Post Office box address are required for boxholder information.                                                                                                                                                   |
| The following information is provided in accordance with 39 CFR 265.6(d)(5)(ii). There is no fee for providing boxholder or change of address information.                                                                                                                                                                                                                       |
| 1. Capacity of requester (e.g., process server, attorney, party representing self): <u>Attorney</u>                                                                                                                                                                                                                                                                              |
| 2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute):                                                                                                                                                                                         |
| 3. The names of all known parties to the litigation: <u>First Reliance Bank, Bishop, Blanks</u>                                                                                                                                                                                                                                                                                  |
| 4. The court in which the case has been or will be heard: <u>Lexington County Common Pleas</u>                                                                                                                                                                                                                                                                                   |
| 5. The docket or other identifying number (a or b must be completed):<br><input checked="" type="checkbox"/> a. Docket or other identifying number: <u>2011-CP-32-01205</u><br><input type="checkbox"/> b. Docket or other identifying number has not been issued.                                                                                                               |
| 6. The capacity in which this individual is to be served (e.g., defendant or witness):<br><u>defendant</u>                                                                                                                                                                                                                                                                       |
| <b>WARNING</b>                                                                                                                                                                                                                                                                                                                                                                   |
| THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001). |
| I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in conjunction with actual or prospective litigation.                                                                                                                                                                               |
| Signature <u>James Edward Bradley</u>                                                                                                                                                                                                                                                                                                                                            |
| Address <u>PO Box 5709</u>                                                                                                                                                                                                                                                                                                                                                       |
| <u>James Edward Bradley, West Columbia, SC 29171</u>                                                                                                                                                                                                                                                                                                                             |
| Printed Name City, State, ZIP Code                                                                                                                                                                                                                                                                                                                                               |
| <b>POST OFFICE USE ONLY</b>                                                                                                                                                                                                                                                                                                                                                      |
| <input type="checkbox"/> No change of address order on file. NEW ADDRESS OR BOXHOLDER'S NAME POSTMARK                                                                                                                                                                                                                                                                            |
| <input type="checkbox"/> Moved, left no forwarding address. AND STREET ADDRESS                                                                                                                                                                                                                                                                                                   |
| <input type="checkbox"/> No such address.                                                                                                                                                                                                                                                                                                                                        |
| <u>yes Rec Mail there</u>                                                                                                                                                                                                                                                                                                                                                        |



South Carolina Secretary of State

**Business Entities Online**

File, Search, and Retrieve Documents Electronically

**UNIVERSAL VENDING OF LEXINGTON LLC****Corporate Information****Entity Type:** Limited Liability Company**Status:** Good Standing**Domestic/Foreign:** Domestic**Incorporated South Carolina  
State:****Important Dates****Effective Date** 04/25/2007**Expiration N/A  
Date:****Term End N/A  
Date:****Dissolved N/A  
Date:****Registered Agent****Agent:** BRETT BLANKS**Address:** 137 BELLE CHASE DR  
LEXINGTON, South Carolina 29072**Official Documents On File**

| Filing Type  | Filing Date |
|--------------|-------------|
| Organization | 04/25/2007  |

For filing questions please contact us at 803-734-2158

Copyright © 2020 State of South Carolina

ELECTRONICALLY FILED - 2020 Sep 03 5:39 PM - LEXINGTON - COMMON PLEAS - CASE#2011CP3201205



APR 28 REC'D

**ORIGINAL**  
**TRANSCRIPT**  
**SEALED**

*Garber Reporting Service*



*& Videoconferencing*

1226 Pickens Street  
Columbia, South Carolina 29201  
Email: [info@garberreporting.com](mailto:info@garberreporting.com)  
Telephone: 803-256-4500 Fax: 803-256-1999

**MASTER-IN-EQUITY HEARING**

APRIL 10, 2014

FIRST RELIANCE

VS.

CHARLES E. BISHOP, BRETT D. BLANKS, et. al.

2011-CP-32-01205

REPORTER: PATRICIA G. BACHAND

# P R O C E E D I N G

1 (Pages 1 to 4)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Page 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS<br/>COUNTY OF LEXINGTON ) CASE NO.: 2011-CP-32-01205</p> <p>First Reliance, )<br/>Plaintiff, ) MASTER-IN-EQUITY<br/>vs. ) HEARING<br/>Charles E. Bishop, Brett D. ) APRIL 10, 2014<br/>Blanks, et al, )<br/>Defendants. )</p> <p>Master-in-Equity Hearing reported by Patricia G. Bachand, Court Reporter and Notary Public in and for the State of South Carolina; pursuant to Rule 30 of the South Carolina Rules of Civil Procedure; said hearing was taken at the Lexington County Judicial Center, 205 East Main Street, Courtroom 2A, Lexington, South Carolina, before the Honorable James O. Spence, on Thursday, the 10th day of April, 2014, scheduled for nine o'clock a.m. and commencing at the hour of 9:06 o'clock a.m.</p> | <p>1 CONTENTS:</p> <p>2</p> <p>3 Exhibit Index..... 3</p> <p>4 Examination of James R. Petty, Jr..... 4</p> <p>5 Certification of Reporter..... 66</p> <p>6 Word Index</p> <p>7</p> <p>8 EXHIBIT INDEX: PAGE:</p> <p>9 (Copies of exhibits attached to transcript.)</p> <p>10 Exhibit 1 (Appraisal report)..... 9</p> <p>11 Exhibit 1 (Survey plat)..... 9</p> <p>12 Exhibit 3 (Handwritten file notes)..... 13</p> <p>13 Exhibit 4 (Revised survey plat)..... 22</p> <p>14 Exhibit 5 (Certified copy of survey plat)..... 24</p> <p>15 Exhibit 6 (Aerial photograph)..... 25</p> <p>16 Exhibit 7 (Working file of Mr. Petty)..... 61</p> <p>17</p> <p>18</p> <p>19</p> <p>20 Court Reporter's Legend:</p> <p>21 dashes [--] Intentional or purposeful interruption</p> <p>22 ... Indicates trailing off</p> <p>23 [ph] Denotes phonetically written</p> <p>24 [sic] Written as said</p> <p>25</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p style="text-align: right;">Page 2</p> <p>1 APPEARANCES:</p> <p>2</p> <p>3 Representing the Plaintiff:</p> <p>4 JAMES EDWARD BRADLEY, ESQ.</p> <p>5 Moore, Taylor &amp; Thomas, PA</p> <p>6 1700 Sunset Boulevard</p> <p>7 West Columbia, South Carolina 29169</p> <p>8 (ward@mttlaw.com)</p> <p>9</p> <p>10 Representing the Defendants:</p> <p>11 GEORGE MCMASTER, ESQ.</p> <p>12 Tompkins &amp; McMaster, LLP</p> <p>13 1333 Main Street, Suite 225</p> <p>14 Columbia, South Carolina 29201</p> <p>15 (ghm@tmmlaw.net)</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>                                                                                                                                                                 | <p style="text-align: right;">Page 4</p> <p>1 This hearing is taken in accordance with the</p> <p>2 South Carolina Rules of Civil Procedure.</p> <p>3 THE COURT: We are here on First Reliance vs.</p> <p>4 Bishop, and it's case 2011-CP-32-1205. And we are here on</p> <p>5 an appeal from an appraisal panel award. Mr. Bradley is</p> <p>6 here for the plaintiff and Mr. McMaster's here for the</p> <p>7 defendant. And I believe it's Mr. McMaster's motion.</p> <p>8 MR. MCMASTER: It is, Your Honor.</p> <p>9 THE COURT: Yes, sir.</p> <p>10 MR. MCMASTER: May it please the Court. I'm</p> <p>11 George McMaster, as you know, and I work with my daddy in</p> <p>12 the law firm of Tompkins &amp; McMaster. As the movant in this</p> <p>13 case, we would like to begin by calling Mr. Jim Petty, F-e-</p> <p>14 t-t-y.</p> <p>15 THE COURT: If you'll come forward and be sworn,</p> <p>16 please.</p> <p>17 WHEREUPON:</p> <p>18 JAMES R. PETTY, JR., being duly sworn and</p> <p>19 cautioned to speak the truth, the whole truth and nothing</p> <p>20 but the truth, testifies as follows:</p> <p>21 EXAMINATION BY MR. MCMASTER:</p> <p>22 Q. Good morning, Mr. Petty.</p> <p>23 A. Good morning.</p> <p>24 Q. I'm going to ask you some questions regarding</p> <p>25 this appraisal, but, firstly, would you state your full</p> |

# PROCEEDING

2 (Pages 5 to 8)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: right;">Page 5</p> <p>1 name.</p> <p>2 A. James R. Petty, Jr.</p> <p>3 Q. What do you do, Mr. Petty?</p> <p>4 A. I'm a real estate appraiser, recently retired.</p> <p>5 Q. How long were you an active real estate</p> <p>6 appraiser?</p> <p>7 A. Since 1979.</p> <p>8 Q. Were you asked by me, and ultimately this court,</p> <p>9 to be on the board of appraisers in this matter?</p> <p>10 A. Yes, sir.</p> <p>11 Q. And what I'm going to do is ask you questions</p> <p>12 concerning the appraisal report, and go through a number of</p> <p>13 exhibits so we can see if we can try to find true north.</p> <p>14 I'm going to introduce at this time, Mr. Petty, as</p> <p>15 Plaintiff's Exhibit No. 1. If you could take a look at</p> <p>16 that, please. Hold on, one minute. I'm going to give a</p> <p>17 copy to Mr. Petty, and a copy to the court.</p> <p>18 What is this?</p> <p>19 A. I didn't hear it. Did you ask me --</p> <p>20 Q. Well, I'm sorry. What is this, sir? Just</p> <p>21 describe the document.</p> <p>22 A. Well, it -- I guess it's a -- a Return of</p> <p>23 Appraisers to the Equity Court.</p> <p>24 Q. All right. I'm not particularly concerned about</p> <p>25 the first page. If you'd flip over to the --</p> | <p style="text-align: right;">Page 7</p> <p>1 number. Did y'all reference the tax map in the course of</p> <p>2 this appraisal?</p> <p>3 A. Well, Kevin McGee is the one that prepared the</p> <p>4 letter. And when we first came up with the value, he</p> <p>5 presented -- or he presented the letter as being one value:</p> <p>6 a million-on-forty. And it was my recommendation that we</p> <p>7 allocated between the values of the land, the improvements,</p> <p>8 the FF&amp;E, and the excess land. So he went back and re-</p> <p>9 accomplished the letter. Before he did, we discussed that</p> <p>10 allocation and came up with our conclusion as to what the</p> <p>11 allocation was.</p> <p>12 Q. And what was -- that was the allocation of</p> <p>13 200,000 for the 2.375 acres.</p> <p>14 A. Correct.</p> <p>15 Q. Improvements of 715,000 --</p> <p>16 A. Correct.</p> <p>17 Q. -- 715,000, FF&amp;E of a hundred thousand, excess</p> <p>18 back land at 25,000. Am I correct?</p> <p>19 A. Correct.</p> <p>20 Q. Did I publish that correctly?</p> <p>21 A. Correct. It was our opinion that the back land</p> <p>22 had no access, and therefore it was more of a token value.</p> <p>23 We came up with the 25,000 just as a penumbra.</p> <p>24 Q. All right. So the excess land of 1.75 acres --</p> <p>25 1.7 -- give me a second -- 1.753 acres, you considered that</p> |
| <p style="text-align: right;">Page 6</p> <p>1 A. Yeah, the second page --</p> <p>2 Q. -- page.</p> <p>3 A. -- is the product that the appraisers board</p> <p>4 presented to the court as the value of the property.</p> <p>5 Q. All right. Now, you're acquainted with this</p> <p>6 report, are you not?</p> <p>7 A. Yes, sir.</p> <p>8 Q. All right. That's your signature on the second</p> <p>9 page?</p> <p>10 A. Yes, sir.</p> <p>11 Q. All right. And excuse me, I'm losing my place.</p> <p>12 Now, is this a fair and accurate depiction? Is this a copy</p> <p>13 of the document that you submitted, along with the other</p> <p>14 two appraisers, to this court?</p> <p>15 A. Yes, sir, they are.</p> <p>16 Q. All right. Now, I'm going to reference this</p> <p>17 appraisal to you, sir, and I'm going to ask us -- that we</p> <p>18 need to go over it here. Now, it is dated February 21,</p> <p>19 2013, isn't it?</p> <p>20 A. Yes, sir.</p> <p>21 Q. All right. Now, in looking at the particulars of</p> <p>22 this appraisal, adding the areas 2.357 and 1.753 acres, I</p> <p>23 believe that comes up to 4.11 acres.</p> <p>24 A. Correct.</p> <p>25 Q. All right. I note here that there is a tax map</p>                                                 | <p style="text-align: right;">Page 8</p> <p>1 excess land, and that had a value of 25,000.</p> <p>2 A. Correct.</p> <p>3 Q. Now, with respect to the analysis, the total</p> <p>4 acreage we're using -- or we're looking at, is 4.11 acres,</p> <p>5 isn't it?</p> <p>6 A. Correct.</p> <p>7 Q. All right. But was this appraisal, did it</p> <p>8 consider the totality of 4.11 acres?</p> <p>9 A. No, sir, it did not.</p> <p>10 Q. How many acres did it consider?</p> <p>11 A. It was, I think, 3.8 or something of that nature.</p> <p>12 It was a half acre less.</p> <p>13 Q. How about 3.61 acres?</p> <p>14 A. Yeah, that's it.</p> <p>15 Q. Well, in that context, I'm going to show you an</p> <p>16 item which I've asked Madam Court --</p> <p>17 MR. MCMASTER: Oh, excuse me, Your Honor.</p> <p>18 I'd move -- I'd offer this into evidence as Plaintiff's</p> <p>19 Exhibit 1.</p> <p>20 THE COURT: Is it plaintiff or defendant or</p> <p>21 --</p> <p>22 MR. MCMASTER: Oh, what an I, the defendant?</p> <p>23 THE COURT: If you want to just say Court</p> <p>24 Exhibit 1, and we can just --</p> <p>25 MR. MCMASTER: That will be fine.</p>                                                                                                                                                                                                                                          |

# PROCEEDING

3 (Pages 9 to 12)

Page 9

1 THE COURT: -- label them all just  
2 sequentially like that.  
3 MR. MCMASTER: That will be fine.  
4 THE COURT: Mr. Bradley, if those appear to  
5 be just the reports, do you file any objection?  
6 MR. BRADLEY: No, Your Honor.  
7 THE COURT: All right. That will be Court  
8 Exhibit No. 1.  
9 (EXHIBIT NO. 1 MARKED FOR IDENTIFICATION -  
10 APPRAISAL REPORT)  
11 BY MR. MCMASTER:  
12 Q. Now, I'm going to show you what has been marked -  
13  
14 MR. MCMASTER: Would you mark this for  
15 identification as Exhibit 2 -- Court Exhibit 2.  
16 (EXHIBIT NO. 2 MARKED FOR IDENTIFICATION -  
17 SURVEY PLAT)  
18 BY MR. MCMASTER:  
19 Q. I'm going to show you what has been marked for  
20 identification as Court Exhibit 2.  
21 A. Okay.  
22 Q. Do you recognize that plat?  
23 A. Yes, sir. That's the plat that I considered at  
24 my evaluation, before I got to the meeting of the  
25 appraisers.

Page 11

1 plat, the Parcel 2 and Parcel 1 has no access; there's no  
2 way to get there, there's no piece of land. There's a  
3 dedicated street that goes up to the southern part -- or  
4 actually, the eastern part of that, but it's not -- it has  
5 no frontage. So therefore, there's no access to that land.  
6 In the process of coming up with the value of the  
7 total property, when we met as appraisers we came up with a  
8 value that was probably 20-, 30-, maybe 40,000 dollars  
9 difference in the three of us. So we were pleased with  
10 that and said, "Let's move forward."  
11 And we really didn't discuss the excess land at  
12 that point. So we came up with a million-oh-forty. Now, I  
13 --  
14 Q. And that was -- that was the market value.  
15 A. Yeah, market. True value.  
16 Q. Now, let me go back. We've got to clarify this a  
17 little bit. The plat you have, the plat y'all used, if I  
18 understand it correctly, tell us whether or not that shows  
19 3.61 acres.  
20 A. Yes.  
21 Q. Does it show anything beyond that?  
22 A. No.  
23 Q. All right. So that was the plat that y'all were  
24 using in this appraisal in the file, is that a "yes" or a  
25 "no"?

Page 10

1 Q. All right. Go ahead. I'm sorry.  
2 A. Would you like for me to go through that process?  
3 Q. Well, let -- let me first introduce the document  
4 itself.  
5 A. Okay.  
6 Q. Now, this -- you took that to the board of  
7 appraisers with you?  
8 A. Yes, I did.  
9 Q. You had it in your file.  
10 A. Yes, I did.  
11 Q. All right. And you kept that file in the -- you  
12 kept that file since then?  
13 A. Yes.  
14 Q. And have you kept that plat in the regular course  
15 and scope of your business?  
16 A. Yes, sir.  
17 MR. MCMASTER: We would offer this exhibit -  
18 - Court Exhibit 2, Your Honor.  
19 THE COURT: Mr. Bradley?  
20 MR. BRADLEY: No objection.  
21 THE COURT: Without objection, No. 2.  
22 BY MR. MCMASTER:  
23 Q. Tell me how that plat, if you will, figured in to  
24 the appraisal report that we have before us.  
25 A. All right. In my opinion, in looking at this

Page 12

1 A. Yeah, well, it -- it's a plat that I presented to  
2 talk about this as land. But I don't know to what degree  
3 that the other appraisers looked at it, or considered it or  
4 any of that sort of stuff.  
5 Q. All right. Well, tell me, the -- what impact  
6 would the fact that it had no frontage and had no access,  
7 how did that impact on the value?  
8 A. A token value of 25,000 to come off the million-  
9 oh-forty.  
10 Q. Does that reflect the fact that the excess land,  
11 the 1.75 acres, didn't have access?  
12 A. Right.  
13 Q. All right. Was there frontage?  
14 A. No. It was discussed about the dirt road, that's  
15 like a driveway, and in my opinion it's on other peoples'  
16 property. So you can't assume that you're going to get to  
17 a site by going down a driveway on somebody else's property  
18 to get to your property. I didn't see any kind of  
19 dedicated easement or any of that stuff, so I totally  
20 disregarded -- or did not consider that the back land,  
21 meaning the 1.73 acres.  
22 I really didn't give any consideration to Parcel  
23 2, other than, yeah, it's part of the restaurant land. We  
24 considered it -- didn't even think about it, because we  
25 were concerned with the additional parking that was

# PROCEEDING

4 (Pages 13 to 16)

Page 13

1 grveled, as being that land -- I mean, as being on the  
2 total of Parcel 2, and when in fact it's not the total of  
3 Parcel 2.  
4 Q. What do you mean, not the total of Parcel 2?  
5 A. Well, the -- the gravel portion is on the --  
6 let's see, where's the north? It's on the southern part of  
7 this Parcel 2. So it really -- the excess land is really  
8 the -- the remainder of --  
9 Q. Part of Parcel 2?  
10 A. -- Parcel 2, and should be included with Parcel  
11 1. Had we been doing what we should have done, had we done  
12 it properly, and if we had seen the correct plot, we would  
13 have -- I'm sure we would have come to that conclusion. I  
14 certainly would have raised the question and raised the  
15 doubt. But I didn't, and I should have.  
16 Q. All right. What I'm going to show you is Court's  
17 Exhibit next in line.  
18 (EXHIBIT NO. 3 MARKED FOR IDENTIFICATION -  
19 HANDWRITTEN FILE NOTES)  
20 BY MR. MCMASTER:  
21 Q. I would ask that you identify this. I can  
22 present to you, it's a copy of a partial document.  
23 A. Yes, this is a -- my notes of the conclusion we  
24 came up with in our meeting. As we discussed it, we --  
25 that's what I wrote down.

Page 14

1 Q. All right. So this -- this -- these notes, these  
2 were made by you.  
3 A. Yes.  
4 Q. All right. And the original of this is in your  
5 file, isn't it?  
6 A. Correct.  
7 Q. All right. And this is a true copy of the  
8 original.  
9 A. Yes.  
10 Q. All right. And you've kept this information --  
11 A. Yes.  
12 Q. -- as part of your notes, in your file, since the  
13 appraisal.  
14 A. Yes, sir.  
15 Q. And that's done within the regular course and  
16 scope of your business as an appraiser.  
17 A. What?  
18 Q. Is that -- I'm sorry. Is that done in the  
19 regular course and scope of your business as an appraiser?  
20 A. Yes, sir.  
21 MR. MCMASTER: All right. And we would  
22 introduce that as Court's Exhibit next in line.  
23 THE COURT: Hold on a minute.  
24 MR. BRADLEY: Judge, he's not produced this  
25 as part of his report.

Page 15

1 MR. MCMASTER: It was part of his working  
2 file.  
3 MR. BRADLEY: Judge, I have a copy of this,  
4 that was sent to me, that doesn't look like that.  
5 THE WITNESS: Well, it's part of another  
6 sheet.  
7 MR. BRADLEY: Not produced to us when he was  
8 to produce all his notes.  
9 THE COURT: All right. Well, I guess what  
10 I'm trying to figure out, other than it being his notes, I  
11 mean, it appears to be -- I mean, it appears to be the same  
12 numbers that are on the report.  
13 THE WITNESS: Yeah, it's just a summary. I  
14 just wrote it when we summarized.  
15 THE COURT: I don't -- I don't know what the  
16 -- the 1.165 and .692, is that supposed to -- tell me what  
17 that's supposed to be.  
18 THE WITNESS: That's Parcels 2 and 3.  
19 THE COURT: Okay. All right. That adds up  
20 to that. I mean, Mr. Bradley, it --  
21 MR. BRADLEY: Here's my concern, Judge --  
22 THE COURT: Tell me what the problem is.  
23 MR. BRADLEY: These gentlemen were  
24 instructed to produce the same documents to Mr. McMaster as  
25 they were to produce to us. This was not produced to us.

Page 16

1 But it was apparently produced to Mr. McMaster, but not  
2 produced to us.  
3 THE COURT: All right.  
4 MR. BRADLEY: But my concern is, I was  
5 supposed to be produced all of his notes and files, and  
6 this is not the material that they produced to us.  
7 THE COURT: All right.  
8 MR. BRADLEY: I don't know what's going on,  
9 or why it wasn't produced. I don't know what it is or why  
10 it's relevant or what Mr. McMaster can ask him about. I'm  
11 concerned that if this document wasn't produced to us, I  
12 don't know what else wasn't. Obviously, Mr. McMaster has  
13 it, but I -- he didn't send it to me.  
14 THE COURT: All right. I'm going to not  
15 allow that in --  
16 MR. MCMASTER: I have --  
17 THE COURT: -- because it wasn't --  
18 MR. MCMASTER: -- I have the original.  
19 THE COURT: Well, I understand. But --  
20 MR. MCMASTER: Well, let's see if he has the  
21 original, has a copy of that. That's a copy of part of  
22 this original.  
23 THE COURT: I'm confused.  
24 MR. MCMASTER: All right. I'm sorry. I've  
25 introduced as a partial copy. Where are the notes? Let's

1 see if Mr. Bradley --  
 2 THE COURT: Well, ask him if he has that  
 3 sheet.  
 4 MR. MCMASTER: Do you have that one?  
 5 MR. BRADLEY: Well, that's just part of the  
 6 note?  
 7 MR. MCMASTER: Uh-huh. Yeah, I introduced  
 8 as a partial.  
 9 MR. BRADLEY: Well, I don't know. I'll look  
 10 and see. I do have another thing that looks like this.  
 11 THE COURT: All right. Well, let's  
 12 introduce --  
 13 MR. BRADLEY: Maybe why don't we --  
 14 THE COURT: -- that one then.  
 15 MR. BRADLEY: -- Introduce the actual notes  
 16 --  
 17 THE COURT: Right. But let's introduce --  
 18 MR. BRADLEY: -- rather than just part of  
 19 the file.  
 20 THE COURT: -- that as "3."  
 21 MR. MCMASTER: And I will -- I will  
 22 introduce this as -- what number were we on?  
 23 THE COURT: Yeah, it would be "3." We're  
 24 going to withdraw the partial and just do the whole copy.  
 25 (EXHIBIT NO. 3 REMOVED FOR IDENTIFICATION)

1 Exhibit No. 3, Your Honor.  
 2 A. And I've got a copy of that.  
 3 MR. BRADLEY: No objections, Your Honor.  
 4 THE COURT: Without objection. (To bailiff)  
 5 Yeah, if we'll -- if one of you -- one of y'all make two  
 6 copies of that, please.  
 7 (Off the record.)  
 8 EXAMINATION RESUMED BY MR. MCMASTER:  
 9 Q. All right. And what that reflects was, is, those  
 10 were discussions y'all had in the way you reached the  
 11 conclusions in this case?  
 12 A. Right. It's my -- the majority of the document  
 13 is what I came to the meeting with, as to my opinion of the  
 14 values, and how I concluded what the value was. And the  
 15 million-oh-sixty-one, I said, includes the excess land for  
 16 parking. And then when we made our conclusions, we  
 17 determined that it was a million-oh-forty. And then it was  
 18 my suggestion that we allocated that in the letter, 'cause  
 19 that's the proper thing to do, and so Mr. Urso suggested  
 20 that a hundred thousand dollars, that he came up with FF&E,  
 21 was a good number. And we agreed.  
 22 When we discussed the land value, I really did  
 23 not give it any consideration as to the total acreage that  
 24 we were talking about, I just didn't think about it. But I  
 25 did write down it's 1.165 and .692 as being the total for

1 (HANDWRITTEN FILE NOTES)  
 2 BY MR. MCMASTER:  
 3 Q. This is the same foundation, Mr. Petty, except  
 4 that's the original document, is it not?  
 5 A. This is what I considered when I came up with my  
 6 value.  
 7 Q. All right. Now, in the right-hand corner, what  
 8 I'm referencing is as the same question: Are those the  
 9 notes that you made at the time of the appraisal before  
 10 you?  
 11 A. Those are the notes I made as the summary of what  
 12 we came up with. We discussed it and we decided what the  
 13 value was. And you'll notice my value was a million-oh-  
 14 sixty-one.  
 15 Q. Uh-huh.  
 16 A. We were very close with the other two values; I  
 17 can't remember what they were, other than that they were  
 18 close. And as we made our decisions, I jotted that down.  
 19 Q. All right. And this is an original document, and  
 20 it has been kept in your file since then.  
 21 A. Yes.  
 22 Q. And that's kept as the regular course and -- in  
 23 the regular course and scope of your business, is it?  
 24 A. Yes, sir.  
 25 Q. All right. Let me introduce that as court's

1 the restaurant, which does not include that half acre that  
 2 I later found out was under the same ownership. Because at  
 3 -- just prior to that, it was not under the same ownership.  
 4 And my conclusion is, that, if you don't have the ownership  
 5 of the access, then I cannot make an assumption that you're  
 6 going to get the ownership, or that you're going to get  
 7 access. So I, therefore, felt that the excess land did not  
 8 have access.  
 9 So therefore, I determined -- or we determined --  
 10 or I -- I felt like the value of the land was 300,000. And  
 11 but we decided that it was 200,000, primarily based on the  
 12 sales that Phillip Urso had. And then we decided that as a  
 13 token value, that the back land -- and we kept referring to  
 14 it as "back land" -- that the back land, and then Kevin put  
 15 in that it was 1.753 acres because it represents Parcel 1,  
 16 and he put in and we determined that it had a token value  
 17 of 25,000.  
 18 Now that I find out that -- that it does in fact  
 19 have access, both from the front, meaning, it's got that  
 20 half acre that's in the front. So it's got access on --  
 21 Q. It's got frontage land.  
 22 A. -- onto Lake -- yeah, onto the main road. And  
 23 that it's got access on a dedicated paved road on Bee Haven  
 24 -- I mean, Beekeeper Court -- that it does have good  
 25 access; and, therefore, the portion of Parcel 2 that is not

# PROCEEDING

6 (Pages 21 to 24)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: right;">Page 21</p> <p>1 being used is in fact combined with Parcel 1, which is the</p> <p>2 back land; and, therefore, it could be sold for a proper</p> <p>3 use for what the zoning allows; and that it does have</p> <p>4 value, and then it does look like a corner property. So</p> <p>5 what we considered the excess land, or the back land, does</p> <p>6 in fact have value because it does have access from the</p> <p>7 front through Parcel 2; it all being under the same</p> <p>8 ownership.</p> <p>9 Q. All right. So I'm going to summarize this, if I</p> <p>10 could. Is it fair to say the entire report -- and I'm</p> <p>11 looking for what impact to the report. So if -- if there</p> <p>12 is lack of access and lack of frontage, that indicated a</p> <p>13 value. Or tell me whether or not that indicated a value of</p> <p>14 the back land. What parcel is that back land? Three?</p> <p>15 A. Parcel 1.</p> <p>16 Q. One. Parcel 1 had a value of 25,000. And that</p> <p>17 was dictated -- tell me whether or not that was dictated by</p> <p>18 lack of access --</p> <p>19 A. Yes.</p> <p>20 Q. -- and lack of frontage.</p> <p>21 A. Yes. See, the thing about allocating with excess</p> <p>22 land, is that, that value stands apart; it's not part of</p> <p>23 the improved property. Meaning, that a person operating an</p> <p>24 improved property who has access -- excess land, can then</p> <p>25 take that land and sell it without involving the portion</p> | <p style="text-align: right;">Page 23</p> <p>1 considered not to be under the same ownership.</p> <p>2 Q. All right. The reason I have this magnifying</p> <p>3 glass, I'm going to publish part of this plat. The plat is</p> <p>4 revised -- revised May 19, '04, to show the addition of</p> <p>5 parcels 2A, 2B, 2C, 3A, 3B, 3C, original subdivision. And</p> <p>6 that is the frontage land down at the bottom, is it not?</p> <p>7 A. Correct.</p> <p>8 Q. All right. And within that frontage land, or</p> <p>9 with the land at the bottom, which is 3A, 3B -- all those I</p> <p>10 call it the B's and C's -- you then have frontage, correct?</p> <p>11 A. Correct.</p> <p>12 Q. What you have before you is marked a certified</p> <p>13 copy, is it not?</p> <p>14 A. It appears to be. Yes, sir.</p> <p>15 Q. Now, with this plat in hand, showing your</p> <p>16 frontage, this is what impacts on your value.</p> <p>17 A. Yes, sir. Even if I had seen this plat when I</p> <p>18 made my value, I would not have known that the -- those</p> <p>19 parcels B and C were under the same ownership.</p> <p>20 Q. When in fact, actually, they were.</p> <p>21 A. Yeah.</p> <p>22 Q. All right. Now, what we're going to get to here</p> <p>23 -- and I'm going to do this as a duplicate exhibit, that</p> <p>24 I'll do it in line.</p> <p>25 MR. MCMASTER: And I believe we're on</p> |
| <p style="text-align: right;">Page 22</p> <p>1 that's being operated, or the improved property.</p> <p>2 Q. Well, essentially --</p> <p>3 A. So it's a --</p> <p>4 Q. -- excess land, would that be considered -- it</p> <p>5 would almost be like a separate piece of land.</p> <p>6 A. Yes, sir. It's separate. Separate use.</p> <p>7 Separate highest and best use. "Excess" means -- simply</p> <p>8 means it can be sold on the open market for whatever it can</p> <p>9 be used for, and it doesn't affect the land that's left,</p> <p>10 that's being -- that's improved, that's being operated.</p> <p>11 Q. All right. So the impact of no access, no</p> <p>12 frontage, resulted in a 25,000-dollar --</p> <p>13 A. Correct.</p> <p>14 Q. -- price. Okay. It has 25,000 market value.</p> <p>15 A. True value. Correct.</p> <p>16 MR. MCMASTER: I would introduce this as</p> <p>17 Court's Exhibit No. 4, and make it for identification, if</p> <p>18 you would, please, ma'am.</p> <p>19 (EXHIBIT NO. 4 MARKED FOR IDENTIFICATION</p> <p>20 REVISED SURVEY PLAT)</p> <p>21 BY MR. MCMASTER:</p> <p>22 Q. Can you identify that, sir?</p> <p>23 A. Well, it looks like the same plat that I used</p> <p>24 when I came up with my value, only it includes Parcel 2C.</p> <p>25 And then of course the road, 2D and 3A and 3B, which I</p>                                                                                                                                                                             | <p style="text-align: right;">Page 24</p> <p>1 Exhibit No. 5.</p> <p>2 MR. MCMASTER: Well, Your Honor, I would</p> <p>3 offer the next -- the last exhibit, No. 4, into evidence.</p> <p>4 MR. BRADLEY: Without objection.</p> <p>5 THE COURT: Without objection.</p> <p>6 (EXHIBIT NO. 5 MARKED FOR IDENTIFICATION -</p> <p>7 CERTIFIED COPY OF SURVEY PLAT)</p> <p>8 BY MR. MCMASTER:</p> <p>9 Q. I would ask that you look at Exhibit No. 5. I'm</p> <p>10 going to present it to the court, as it needs to appear,</p> <p>11 that's the front at the bottom.</p> <p>12 A. Did you ask me a question?</p> <p>13 Q. No, I have not, Mr. Petty. Thank you. Now, that</p> <p>14 is a -- that is a marked true copy of a plat -- a certified</p> <p>15 true copy of a plat filed in the Register of Deeds in</p> <p>16 Lexington County, is it not?</p> <p>17 A. Yes, sir.</p> <p>18 Q. Now, this plat is dated June of 2012, which is</p> <p>19 after March 7th, but it's before the appraisal report was</p> <p>20 done. Now, presuming -- and I'm going to put it to you,</p> <p>21 that I don't think you knew about this plat, 'cause you</p> <p>22 didn't know about the second plat.</p> <p>23 A. Understood.</p> <p>24 Q. Would this plat have assisted you?</p> <p>25 A. Yes, sir. This is what I should have reviewed,</p>                                                                      |

Page 25

1 to start with. I would have realized that Beekeeper Court  
2 actually goes into Parcel 2, and from there they can gain  
3 access to Parcel 1. But this -- the original plat did not  
4 show that, so I would have no clue.  
5 Q. All right.  
6 A. And I think we--all three considered that the back  
7 land did not have access, and that's why we came up with  
8 25,000.  
9 Q. I'm going to show you what I will mark as Court's  
10 Exhibit No. 6.  
11 A. Do you want this back?  
12 Q. No, sir. No, sir. Keep that, Jim.  
13 (DEFENDANT'S EXHIBIT NO. 6 MARKED FOR  
14 IDENTIFICATION - AERIAL PHOTOGRAPH)  
15 BY MR. MCMASTER:  
16 Q. And I'm going to -- I realize this is a copy of a  
17 -- some sort of image configuration, a picture from the  
18 sky, if you will. Now I'm going to ask that you just  
19 identify that, sir.  
20 A. Yes, sir. This is something that I considered --  
21 after your action for this particular hearing, I considered  
22 this, to determine if in fact what should be done with the  
23 excess land, should it all be under the same ownership.  
24 Q. Well, let me -- let me -- let me --  
25 THE COURT: If you'll slide -- she's asking

Page 27

1 A. Yes.  
2 Q. All right.  
3 A. Yeah.  
4 Q. Now, tell me what we're --  
5 MR. MCMASTER: Oh, we would offer this as  
6 Plaintiff's Exhibit next in line, I think it's "6."  
7 MR. BRADLEY: Judge, could I see it? I  
8 hadn't seen it. Thank you.  
9 (Counsel reviews the document.)  
10 MR. BRADLEY: I don't have any objection.  
11 THE COURT: Without objection.  
12 BY MR. MCMASTER:  
13 Q. What I'm trying to do here is, we've been talking  
14 about plats and we're showing plats -- we're showing  
15 everything else, and I just want to be able to explain with  
16 a picture, what we're talking about.  
17 A. Right.  
18 Q. Now, I'm going to hold this up, so, hopefully,  
19 everybody can see it. And everybody's got a copy. So this  
20 is a picture of our property.  
21 A. Correct.  
22 Q. All right. This includes the frontage road,  
23 does it not?  
24 A. Yes, sir.  
25 Q. Taking it down to North Lake Drive, as indicated

Page 26

1 if you'll slide that way, 'cause she -- you're blocking  
2 her.  
3 MR. MCMASTER: Oh, I didn't see her behind --  
4 -- I didn't see her behind me.  
5 BY MR. MCMASTER:  
6 Q. Well, all right. Is this a picture -- a picture  
7 -- this is a picture of land, is it not?  
8 A. Yeah, that's the picture of the subject. An  
9 aerial photograph of the subject.  
10 MR. MCMASTER: Have I given you --  
11 THE COURT: No, sir.  
12 MR. MCMASTER: All right. I'm sorry, Your  
13 Honor.  
14 THE COURT: This will be proposed No. 6.  
15 BY MR. MCMASTER:  
16 Q. All right. Is this a fair and accurate depiction  
17 of the property we're --  
18 A. Yes, sir.  
19 Q. All right. Would it assist you in your testimony  
20 here today?  
21 A. What?  
22 Q. Would it assist you in your testimony?  
23 A. I'm -- I'm --  
24 Q. Would it -- would it assist you in your  
25 testimony?

Page 28

1 in the picture.  
2 A. Correct.  
3 Q. So this is the entirety of the property, isn't  
4 it?  
5 A. Yes, sir.  
6 Q. All right. So this shows, if I'm not mistaken --  
7 well, what does it show with respect to the access?  
8 A. It shows that Beekeeper Court, in fact, is the  
9 main access without having to get a curb cut onto North  
10 Lake Drive, and as there is already a curb cut there.  
11 Q. Okay.  
12 A. So the logical conclusion is, that the access  
13 comes from there and it -- it go -- it spreads from North  
14 Lake all the way to the back of the property; therefore, it  
15 could be used for another commercial use. And so,  
16 therefore, in my opinion, had I had this during our  
17 meeting, I would have said, "Guys, no, this land has got a  
18 lot more value than 25,000. It's not a token value."  
19 And that we would -- we should -- would have come  
20 up -- we would have and should have come up with the -- a  
21 market value of the excess land, based on the fact that it  
22 could be sold and used for something, because it does have  
23 access. To me this represents what we should have done in  
24 our meeting.  
25 Q. All right. Now, have you prepared a -- an

# P R O C E E D I N G

8 (Pages 29 to 32)

Page 29

1 analysis, based on the information you have in front of you  
2 now, as to market value?  
3 A. Okay. Do that again.  
4 Q. Have you prepared at my request, a summary of  
5 what you consider the market value based on the information  
6 --  
7 A. Yes, sir.  
8 Q. -- you have?  
9 A. Based on -- when I went back and looked at the  
10 land sales that I could use for the restaurant, and I don't  
11 -- and I see that this land is equal to the restaurant  
12 value -- it's my opinion that this value would be somewhere  
13 around 200,000 and acre. And based on the two-point-  
14 something acres here, I would say it's probably four  
15 hundred, 450,000. That would -- that's my opinion.  
16 Q. What would the total be?  
17 A. Well, you would take a million -- you would take  
18 the -- the million-oh-forty minus the 25,000, so that's a  
19 million-fifteen?  
20 Q. Rather than do that, let me stop you. I'm going  
21 to introduce at this time -- well, actually, I'm going to  
22 show you something called "Acreage Considered and  
23 Corrected."  
24 A. Yes.  
25 Q. Do you recognize that?

Page 31

1 200,000, which is what we came up with, collectively, and  
2 that we had 283,000 -- I mean, two hundred and eighty-three  
3 acres [sic] at 200,000 and acre. And yes, I said four-  
4 fifty, but that was because I thought it was right at two  
5 acres. But it's 2.83 acres, including that half acre is  
6 the excess land, is what we should have considered. And I  
7 felt like 200,000 an acre would make it worth 566,000.  
8 That would be the value that I would go into the meeting  
9 with, and say, "This is what I think it's worth."  
10 Then the three appraisers would discuss that, and  
11 they would have an opinion of what their value was, and  
12 then the three of us would conclude what we should use.  
13 Q. What was the value you reached?  
14 A. The value I used?  
15 Q. The total number.  
16 A. Oh, well, you'd have to add -- well, the  
17 restaurant value is a million-oh-fifteen, and you would add  
18 five hundred and sixty-six to that; a million five eighty-  
19 one.  
20 MR. MCMASTER: I appreciate you being here,  
21 Mr. Petty. Please answer any questions Mr. Bradley might  
22 have.  
23 THE COURT: Any cross, Mr. Bradley?  
24 THE WITNESS: Do you want this back?  
25 MR. BRADLEY: May I see that piece of paper?

Page 30

1 A. Yes, sir. That's my work.  
2 Q. Would that refresh your recollection as to your  
3 values?  
4 A. Yeah. Well, analyzing this, I came up with what  
5 was originally reported, which was a million-oh-forty,  
6 which included the 25,000 excess land. The acreage that we  
7 considered was a total of 3.61 acres, that is excluding the  
8 A's and the B's.  
9 Q. Okay.  
10 A. And including the 1.7 acres that we considered  
11 back land. What we should have considered was based on  
12 this latest plat, we should have considered the A's and the  
13 B's, which would have been 4.12 acres. Now, when Kevin  
14 prepared the letter, and we asked for the allocation, he  
15 identified what we were appraising as 4.12 acres. In my  
16 mind, I paid absolutely no attention to what acreage was  
17 reported on the letter. I should have, but I didn't. But  
18 in my mind, I'm talking -- the value I came up with is the  
19 3.61 acres. I did not consider the frontage. I did not  
20 consider -- I considered that it had no access.  
21 That was the value I came up with, when we  
22 discussed it. I'm of the opinion that they had the same  
23 conclusion, that it had no access -- the back land had no  
24 access. But when I considered that -- in doing this work,  
25 I considered that the restaurant underlying value was

Page 32

1 (The witness complies with the request.)  
2 EXAMINATION BY MR. BRADLEY:  
3 Q. Mr. Petty, you met with the panel, right?  
4 A. I met with the panel. Yes, sir.  
5 Q. And you reviewed the appraisal that you signed  
6 under oath, correct?  
7 A. Yes, sir.  
8 Q. And that was based on 4.12 acres, right?  
9 A. I thought it was three-point-six. I didn't pay  
10 any attention to the total acreage. When Kevin came back  
11 with the letter, he had 4.1. And that's what we signed.  
12 Q. You knew at the time that it was based off 4.1  
13 acres.  
14 A. No, I didn't.  
15 Q. Well, didn't you just --  
16 A. -- pay any attention.  
17 Q. -- say Kevin said that?  
18 A. I didn't pay any attention to the 4.1 in the  
19 letter. If I had realized that the 4.1 acres included the  
20 half acre, that I didn't think was under the ownership, I  
21 would have said, "No, wait a minute. Hold on, that's not  
22 correct."  
23 Q. Okay. At the time, did you know it was 4.1  
24 acres?  
25 A. No.

Page 33

1 Q. Did Kevin tell you it was 4.1 acres?  
2 A. No, sir. We didn't discuss that.  
3 Q. Well, why did you raise the thing about the 4.1  
4 acres?  
5 A. Why did I what?  
6 Q. Why did you raise it -- at the time Kevin said,  
7 "It was 4.1 acres, but I wasn't paying attention?"  
8 A. Well, he came back with the letter. And that's  
9 what was in the letter. And I didn't --  
10 Q. It's in the letter --  
11 A. You can say I didn't read it.  
12 Q. So you didn't read the letter that said 4.1 --  
13 A. No, I didn't --  
14 Q. -- acres.  
15 A. -- pay attention that it was 4.1 acres.  
16 Q. You just didn't pay attention to what you signed.  
17 A. Right.  
18 Q. Okay. All right.  
19 A. Which is a mistake.  
20 Q. All right. And the value given in that appraisal  
21 is a million-forty?  
22 A. Yes, sir.  
23 Q. And it gives the value of the improvements as  
24 715,000, right?  
25 A. Plus the other stuff.

Page 35

1 A. But we made it as an allocation, and said that it  
2 included -- the million-oh-forty included that. If we were  
3 doing just the restaurant and the -- and the land that we  
4 thought was under the restaurant, our value would have been  
5 a million-oh-fifteen without allocating it.  
6 Q. Okay. What is the value of all this undiscovered  
7 acreage? How much is it worth, per acre?  
8 A. In my opinion, it's worth 200,000 an acre.  
9 Q. All right.  
10 A. All the way down to Lake --  
11 Q. All of the land, whether it fronts the road or  
12 not, no matter how far it goes back, is worth 200,000 an  
13 acre --  
14 A. Yes, sir.  
15 Q. -- in your opinion. And you had done -- you have  
16 done additional comparisons since then --  
17 A. Yes, sir.  
18 Q. -- to show that.  
19 A. I have.  
20 Q. All right. And how many acres is it?  
21 A. It's 2.8 acres.  
22 Q. And so that -- that changes the value, that you  
23 came up with, by \$400,000.  
24 A. Correct.  
25 Q. Have you discussed this with the other

Page 34

1 Q. No, no, the improvements. It gives the value of  
2 the --  
3 A. Well, you've got --  
4 Q. -- improvements as --  
5 A. -- to add --  
6 Q. -- 715,000.  
7 A. You have to add the FF&E and the -- and the land.  
8 Q. Sir, does it give the value of the improvements  
9 of 715,000?  
10 A. Yes, sir.  
11 Q. And you signed it under oath, that it was  
12 correct.  
13 A. Yes, sir.  
14 Q. What's the basis for you to testify in front of  
15 Judge Spence, today, that the value of the improvements is  
16 a million-fifteen?  
17 A. Because you have to add the 200,000 and a hundred  
18 thousand, you have to add that to it. You can't separate  
19 just the improvements of the building.  
20 Q. Well, that's the way you did when you signed it  
21 before.  
22 A. It's just an allocation. The value's a million-  
23 oh-forty; of that, 25,000 is excess land that should be in  
24 addition to.  
25 Q. All right. Do you --

Page 36

1 appraisers?  
2 A. No. Well, I might have -- no, I haven't  
3 discussed any values with the other appraisers.  
4 Q. Well, when did the value the first time, the  
5 front land was valued at \$100,000 an acre.  
6 A. Right.  
7 Q. Well, how come it was valued \$100,000 an acre,  
8 under oath, in February, but now it's worth \$200,000 an  
9 acre?  
10 A. Because I felt that was worth 300,000. We can't  
11 -- collectively, we came up with 200,000.  
12 Q. You signed under oath, that you agreed it was  
13 worth \$200,000 in February, didn't you?  
14 A. Yeah. But my --  
15 Q. For 2.37 acres. Right?  
16 A. My opinion is, that this acreage right here is  
17 all that's needed for the restaurant.  
18 Q. And it's worth about \$100,000 an acre.  
19 A. No, I think -- I thought it was worth 300,000 --  
20 Q. Well, why did you sign the piece of paper that  
21 said you agreed it was worth --  
22 A. Because I --  
23 Q. -- \$100,000 an acre?  
24 A. -- made a mistake.  
25 Q. Why is it worth \$200,000 an acre now, and it was

# P R O C E E D I N G

10 (Pages 37 to 40)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: right;">Page 37</p> <p>1 only worth \$100,000 an acre a year ago?</p> <p>2 A. Because it wasn't a full -- it wasn't a full</p> <p>3 2.357 acres. It's less than that.</p> <p>4 Q. Aren't you the one who wanted to add the</p> <p>5 allocation to the --</p> <p>6 A. Yes, sir.</p> <p>7 Q. -- return? Does your allocation say 2.357 is</p> <p>8 equal to \$200,000?</p> <p>9 A. Because I wasn't paying attention to --</p> <p>10 Q. No, no, that's not my question. My question is:</p> <p>11 Does the allocation say 2.357 acres is worth \$200,000?</p> <p>12 A. Yes.</p> <p>13 Q. And today you're saying that number should be</p> <p>14 almost \$500,000?</p> <p>15 A. Based on the fact I made a mistake. Yes, sir.</p> <p>16 Q. Doesn't the front land, when you saw it a year</p> <p>17 ago, or however long it was, have access to North Lake</p> <p>18 Drive?</p> <p>19 A. The restaurant land did.</p> <p>20 Q. Right.</p> <p>21 A. But the other land did not.</p> <p>22 Q. Yes. And that's the land that you had valued</p> <p>23 \$100,000 an acre with access, right?</p> <p>24 A. If you look at this, my consideration -- and I</p> <p>25 think our consideration, because we discussed it -- is that</p>                                                                                                                                                                                                  | <p style="text-align: right;">Page 39</p> <p>1 A. I've not analyzed all the for-sales, so --</p> <p>2 Q. Any?</p> <p>3 A. -- I can't answer that question.</p> <p>4 Q. Show me one that will support --</p> <p>5 A. All right. Hang on.</p> <p>6 Q. -- what you just said.</p> <p>7 MR. MCMASTER: Let him take the time to look</p> <p>8 at his file, if he would.</p> <p>9 THE COURT: Let's do -- let him have time to</p> <p>10 answer.</p> <p>11 BY THE WITNESS:</p> <p>12 A. Here's one on Lake Murray Boulevard, which of</p> <p>13 course is closer to Irmo, sold for 437,000 in 2007. And I</p> <p>14 have one on North Lake, it's at Murray Landing, sold for</p> <p>15 225 -- I mean, sorry -- 241,000.</p> <p>16 Q. That's on the lake, though, isn't it?</p> <p>17 A. It's out on Lake Murray Landing. I would have to</p> <p>18 look at my data sheet to determine that, because I didn't</p> <p>19 write it on here. And we've got one on Augusta Road, that</p> <p>20 was an IDP, was 106,000 an acre. And one on Corley Hill</p> <p>21 Road, which would be comparable in location, in my opinion,</p> <p>22 it was 304,800. The least amount I had was -- well, here's</p> <p>23 one, North Lake Drive fronting North Lake Boulevard, SCELG</p> <p>24 to H.C. Investment was seventy-three an acre.</p> <p>25 Q. Seventy-three thousand dollars an acre.</p> |
| <p style="text-align: right;">Page 38</p> <p>1 the only access to this land is through the restaurant</p> <p>2 property. There's only one curb cut, and that curb cut</p> <p>3 goes into the restaurant, and you would have to go through</p> <p>4 the restaurant parking lot to get to this land. You can't</p> <p>5 do that. That's not -- you can't claim that this is excess</p> <p>6 land if you have to go through somebody else's property.</p> <p>7 This five -- this half acre here, in my mind, it's because</p> <p>8 I've had this plat, was that it had no access.</p> <p>9 Q. Have you found any property off of North Lake</p> <p>10 Drive, that does not front the lake, that's worth four</p> <p>11 hundred -- I mean, \$200,000 an acre?</p> <p>12 A. Have I found what?</p> <p>13 Q. Any property that's sold in the last ten years,</p> <p>14 for \$200,000 an acre, that doesn't front the lake out</p> <p>15 there?</p> <p>16 A. No, the --</p> <p>17 Q. There isn't any property out there that's sold</p> <p>18 for \$200,000 an acre, ever, in the history of mankind till</p> <p>19 today.</p> <p>20 A. I don't understand that question.</p> <p>21 Q. Has any property off of North Lake Drive, that</p> <p>22 does not front the lake, sold for \$200,000 an acre?</p> <p>23 A. I have not analyzed every sale on North --</p> <p>24 Q. Ever. Anywhere. You found any sales to support</p> <p>25 what you just said?</p> | <p style="text-align: right;">Page 40</p> <p>1 A. Right. But that was 6.3 acres. And the least</p> <p>2 that -- the most I have is 764,000 an acre to Advanced Auto</p> <p>3 Parts, but that was on Two Notch Road. And those are the</p> <p>4 sales I considered, those are the ones I felt -- the only</p> <p>5 ones I could come up with, and those were -- most of these</p> <p>6 were analyzed prior to our meeting. But some of them I</p> <p>7 have added -- had added after I discovered my mistake, and</p> <p>8 was trying to come up with what I thought that excess land</p> <p>9 would be worth.</p> <p>10 Q. That sheet you were reading from --</p> <p>11 A. Say what?</p> <p>12 Q. -- was that part of your file?</p> <p>13 A. No, that was produced afterwards. The summary</p> <p>14 sheet was produced afterwards.</p> <p>15 Q. Have you added the --</p> <p>16 A. All those sale --</p> <p>17 Q. -- have those --</p> <p>18 A. -- all of the sales, except for two of them, are</p> <p>19 in my working file.</p> <p>20 Q. That summary sheet that you were just reading</p> <p>21 from, did you produce it to us when the court ordered that</p> <p>22 you produce all your materials?</p> <p>23 A. No. 'Cause this was after the -- this was not</p> <p>24 part of the working file.</p> <p>25 Q. So you've never produced that to us as you were</p>  |

# PROCEEDING

11 (Pages 41 to 44)

Page 41

1 requested.

2 A. No, I didn't know I was supposed to.

3 Q. All right.

4 MR. MCMASTER: Wait a minute. Wait a  
5 minute. Let me make this clear: I object to the  
6 insinuation here, because it's a miscalculation --  
7 mischaracterization of what he said. He didn't have the  
8 additional information in his file when it was originally  
9 produced. That file, as we all know, which I moved to get  
10 produced by everybody, was the file that he has as of March  
11 7th, and thereafter looked at other properties to try and  
12 find the conclusion, based on the mistake he made. And the  
13 fact that Mr. Bradley didn't get it, he did not testify,  
14 specifically, that at the summary, he did indicate the land  
15 was worth a million-and-a-half, that I did not put into  
16 evidence, that was used to refresh his recollection. So  
17 that it was an evidentiary material.

18 THE COURT: All right. Hold -- hold on. I  
19 think the point here is, is that there was documents that  
20 were ordered to be produced. My understanding, from what  
21 both attorneys are saying is, is it was produced, and then  
22 there was additional documentation he has that he's  
23 referring to.

24 MR. MCMASTER: That's correct.

25 THE WITNESS: Correct. Just a summary

Page 43

1 because we agreed that the restaurant land was two hundred,  
2 Now, in their mind, the other two appraisers, is that --  
3 and it goes over your head -- is that this Parcels 1 and 2  
4 were worth 200,000 an acre, which adds to 2.3 acres. In my  
5 opinion, that's incorrect.

6 Q. Okay. You just disagree with what the other two  
7 appraisers said.

8 A. I'm telling you what my -- what my opinion is.

9 Q. I understand. But you did sign this agreement.

10 A. I did. And I made a mistake.

11 Q. And the most -- the closest sale that's a  
12 comparative, that you have, is a sale of six acres at  
13 \$73,000 an acre.

14 MR. MCMASTER: Objection. Not relevant. We  
15 talked about that. We're not trying to establish a new  
16 value.

17 THE COURT: Hold on a minute.

18 MR. BRADLEY: My response to that is this,  
19 Judge: When this was done originally, this man signed the  
20 report that values the land at \$100,000 an acre. He's just  
21 come in here and testified that, now that he's re-thought  
22 it, the land's actually worth twice as much, all of it, as  
23 what he said before. My point is, the most comparable sale  
24 is the \$73,000 an acre that was right down the street.

25 THE COURT: I'm going to -- I'm going to

Page 42

1 sheet.

2 THE COURT: Well, I understand.

3 MR. MCMASTER: This is not in evidence.

4 THE COURT: Right. I understand. (To the  
5 witness) And I understand there's a continuing duty to  
6 update what you submit. Whether you knew that or not, I  
7 don't know.

8 THE WITNESS: I didn't.

9 THE COURT: But I want to take a -- I want  
10 to just take a brief recess and talk to both attorneys  
11 outside for just a moment, just to make sure we're all on  
12 the same page.

13 (A recess was taken from 10:00 a.m. to 10:03 a.m.)

14 EXAMINATION RESUMED BY MR. BRADLEY:

15 Q. All right. Mr. Petty, in February you agreed,  
16 under oath, that the land that fronted North Lake Drive,  
17 with access, was worth less than \$100,000 an acre, correct?

18 MR. MCMASTER: Objection. That is not what  
19 he stated in there.

20 Q. Isn't that correct, sir?

21 A. No, sir. I told you that I made a mistake. It's  
22 irrelevant to me that we -- that it was in the letter as  
23 2.357 acres. I didn't pay attention to that. My opinion  
24 is that this land, whatever it worked out to be, that's  
25 under the restaurant right there, is worth 200,000 an acre,

Page 44

1 allow this in, not for purposes of me making a finding of  
2 what the value of it is, but for purposes of evaluating my  
3 authority, which is either to confirm or say a new report  
4 should be done.

5 MR. MCMASTER: Thank you.

6 THE COURT: So it's -- so it's in for that  
7 purpose.

8 BY MR. BRADLEY:

9 Q. The closest comparable sale is the \$73,000 an  
10 acre from SCE&G, isn't it?

11 A. The fact that it's on North Lake Boulevard, yes,  
12 sir. May I make a comment?

13 Q. You can respond to your lawyer's questions.

14 MR. MCMASTER: Well, wait a minute, Your  
15 Honor. He can make a comment.

16 THE COURT: Wait a minute.

17 MR. BRADLEY: You can ask -- you can --

18 THE COURT: Hold on. Hold on. Hold on.

19 You can clarify. If you answer a question and say, "I want  
20 to explain," just say, "I'd like to explain."

21 THE WITNESS: Okay.

22 THE COURT: You can certainly do that.

23 THE WITNESS: I would like to explain.

24 BY THE WITNESS:

25 A. My explanation is, is that I'm presenting my

# PROCEEDING

12 (Pages 45 to 48)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: right;">Page 45</p> <p>1 value. Were we meeting as three appraisers, the three of<br/>2 us may conclude the different value. This is what I would<br/>3 present as to what I thought -- think the value is. I'm<br/>4 not trying to establish any old value or any new value.<br/>5 I'm just stating that, had we done this correctly, like we<br/>6 should have done, had we had the proper documentation --<br/>7 which we didn't have -- if we had, had it, then this is<br/>8 likely what we might have come up with. But it's my<br/>9 opinion.</p> <p>10 Q. Well, when you say "the proper documentation," do<br/>11 you mean those documents that Mr. McMaster handed you?</p> <p>12 A. The only documentation I had was the original.<br/>13 plat that was presented, this one that does not include the<br/>14 half-acre frontage.</p> <p>15 MR. MCMASTER: What exhibit is that?</p> <p>16 THE WITNESS: That's exhibit number -- I<br/>17 don't know. Exhibit No. 2.</p> <p>18 BY THE WITNESS:</p> <p>19 A. So that's the only thing had -- we had -- anybody<br/>20 had, that I knew of. The other appraisers didn't present<br/>21 any other plats.</p> <p>22 Q. Where did these additional documents come from?</p> <p>23 A. These?</p> <p>24 Q. Uh-huh.</p> <p>25 A. Well, I produced this document, number --</p> | <p style="text-align: right;">Page 47</p> <p>1 A. All right. Court Exhibit 4, I had pieces of this<br/>2 in my working file. I paid no attention to it, because I<br/>3 had -- because I had Exhibit No. 2 as the official plat.<br/>4 And then what exhibit was that one?</p> <p>5 MR. MCMASTER: That would be 5.</p> <p>6 A. This is Exhibit No. 5. I did not have a copy of<br/>7 that. If I -- if this had been provided to us originally,<br/>8 we would have come up with the right -- with the right<br/>9 conclusions that would have avoided us making the mistake,<br/>10 in my opinion.</p> <p>11 Q. Where did that come from?</p> <p>12 A. Where did this come from?</p> <p>13 Q. Yes.</p> <p>14 A. I have no clue.</p> <p>15 Q. How did you first see it?</p> <p>16 A. Pardon?</p> <p>17 Q. How did you first see it?</p> <p>18 A. What was the last word?</p> <p>19 Q. How did you first see it? How did it come to see<br/>20 -- be in front of your eyes?</p> <p>21 A. 'Cause he just presented it to me as an exhibit.</p> <p>22 Q. You'd never seen it before we walked in here<br/>23 today?</p> <p>24 A. Yeah, I had seen it way after the fact. And I<br/>25 think it was -- I saw it in Mr. Urso's file when we were</p>     |
| <p style="text-align: right;">Page 46</p> <p>1 Q. You made them up yourself.</p> <p>2 A. What?</p> <p>3 Q. You made that document up yourself.</p> <p>4 A. Yeah. No. 6 was -- I did this way after the<br/>5 fact, when I was considering how we had made the mistake of<br/>6 not having this frontage, that was just to present to the<br/>7 attorney, what I made my mistake.</p> <p>8 Q. All right.</p> <p>9 A. No. 3 had been in my working file, that's what I<br/>10 used, that's what I took into the meeting with the three<br/>11 appraisers. And I made notes up at the corner here, of<br/>12 what we actually came up with, so I would remember. This<br/>13 document number -- it doesn't have a number. These two<br/>14 documents, I had -- I had pieces of this in my working<br/>15 file. But I paid no attention to it.</p> <p>16 MR. MCMASTER: May it please the Court.</p> <p>17 THE COURT: If when you hold up a document,<br/>18 if you would just identify it.</p> <p>19 THE WITNESS: Well, it doesn't have anything<br/>20 on it.</p> <p>21 MR. MCMASTER: It doesn't have a number on<br/>22 it. That's our -- I can tell you that is Court's Exhibit<br/>23 4.</p> <p>24 THE COURT: All right. Thank you.</p> <p>25 BY THE WITNESS:</p>                                                                                     | <p style="text-align: right;">Page 48</p> <p>1 looking at his working file, I think.</p> <p>2 Q. When were --</p> <p>3 A. I don't know.</p> <p>4 Q. When were you working at --</p> <p>5 THE COURT: Well, hold on.</p> <p>6 A. No, he said --</p> <p>7 THE COURT: Hold on. Stop, stop, stop,<br/>8 stop, stop, stop, stop, stop. Folks who are sitting in,<br/>9 who could be potential witnesses, don't speak audibly or<br/>10 respond back to anybody. You'll have a chance to testify<br/>11 under oath.</p> <p>12 THE WITNESS: Okay. Well, I'm sorry.</p> <p>13 BY THE WITNESS:</p> <p>14 A. All right. Mr. McMaster showed me this at the<br/>15 first meeting we had after the appeal was issued, because<br/>16 he asked the question, "How can anybody in his right mind<br/>17 think that, that excess land is worth only 25,000?"</p> <p>18 And I said, "Because it has no access."</p> <p>19 He says, "Well, this shows that it does."</p> <p>20 And I said, "I've never seen that before. I did<br/>21 not have that. Had I had that, we would have come up with<br/>22 what we should have done in the first place."</p> <p>23 Q. Mr. Petty, on your Exhibit 3 --</p> <p>24 A. Say what?</p> <p>25 Q. Do you see your Exhibit 3?</p> |

1 A. Yeah.

2 Q. You've written down at the top, "income" and then

3 "market" underneath that.

4 A. Okay. I'm sorry, I can't hear you.

5 Q. Sure. You've written down "income" and "market"

6 underneath that on Exhibit 3?

7 A. Did I write down "market"?

8 Q. Right. Doesn't it say M-K-T at the bottom?

9 Doesn't that stand for "market"? Or what does that stand

10 for?

11 A. Well, it comes from this. Are you looking at

12 this?

13 Q. I am. That's what I'm asking you.

14 A. Okay.

15 Q. What does M-K-T stand mean on your notes? Or M-

16 R-T, whatever that is there on the left.

17 A. Can you show me where that is?

18 Q. It's on the left, right under your left thumb.

19 A. Oh, M-K-T. Yeah, that's "market."

20 Q. And at the bottom you wrote "final, a million

21 dollars at least," right?

22 A. A million?

23 Q. Is that what you wrote?

24 A. Yes, that's correct.

25 Q. And these were your notes, going into the --

1 going into the meeting with the other appraisers?

2 A. Correct. I -- when I --

3 Q. And the value came out at a million dollars at

4 least.

5 A. Going into the meeting, I felt like it was a

6 million-oh-sixty.

7 Q. Okay.

8 A. But in my mind, if we had discussions, and say

9 that it was worth 800,000, I would say, "No, it's worth at

10 least a million dollars."

11 Q. Right.

12 A. And we came up with a million-oh-fifteen for the

13 restaurant.

14 Q. All right.

15 A. Well, actually, and the excess land, because I

16 gave it no value. I just said, "It's there. It can't be

17 used. It's a token number. It's just something you pull

18 out of the air."

19 Q. And it was your idea to do the split-up on how

20 you allocated to each part --

21 A. Yes, sir.

22 Q. -- and you guys divided it --

23 A. Yes, sir.

24 Q. Do you realize that the furniture and equipment

25 weren't part of the collateral in this case? Did you know

1 that?

2 A. Yes, sir. In a restaurant, it always is.

3 Q. Wait. No, no, no. What I'm saying is, the

4 furniture and the equipment weren't part of the collateral.

5 Did you know that? That's not part of --

6 A. I would assume --

7 Q. -- what was sold.

8 A. I would assume it's part of the collateral. I

9 would think a bank wouldn't make a loan unless it had the

10 collateral.

11 Q. Did you know that the furniture and equipment

12 were not part of what was sold at the foreclosure sale?

13 A. No.

14 Q. All right. So assuming that the furniture and

15 equipment were not sold in the foreclosure sale, that just

16 the land and the buildings on it were sold pursuant to the

17 Master's order, wouldn't that change the way you valued

18 things?

19 A. If I were asked by the court to do an appraisal

20 of the property, in its as-is condition, and it had no

21 furniture or equipment in the restaurant, then I would not

22 have used the 100,000 as FF&E; I would have made a

23 deduction on any restaurant sale, that I considered, that

24 wasn't in foreclosure. In my opinion, a foreclosure or

25 amount, a sale price, is -- does not necessarily represent

1 market value. In most cases, it doesn't. The definition

2 of "market value" is willing buyer/willing seller, selling

3 for the -- both being knowledgeable about what the property

4 can be used for.

5 MR. BRADLEY: I don't have any more

6 questions.

7 THE COURT: Any brief redirect?

8 MR. MCMASTER: Give me a second, Your Honor.

9 THE COURT: Yes, sir.

10 RE-EXAMINATION BY MR. MCMASTER:

11 Q. Now, just some short redirect, Mr. Petty. We

12 recognize that this -- as a predicate, let me tell you we

13 all recognize that the letter was signed, that you

14 executed, that you'll -- the plat that you have, which is

15 the plat that you were using --

16 A. That's mine.

17 Q. -- Plaintiff's Exhibit --

18 A. Here's yours.

19 Q. -- Plaintiff's Exhibit 2 contained 3.61 acres.

20 A. Yes, sir.

21 Q. All right. That was the only plat used by the

22 appraisers at the time of the meeting.

23 A. Yes, sir.

24 Q. And it didn't show frontage, and it didn't show

25 access.

# PROCEEDING

14 (Pages 53 to 56)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: right;">Page 53</p> <p>1 A. Correct. And we determined, we all agreed, that</p> <p>2 it did not have access.</p> <p>3 Q. All right. So as a result of that, the overall</p> <p>4 property was worth significantly less money.</p> <p>5 A. Well, the overall property -- in my opinion, the</p> <p>6 total value that we came up with, represented mostly the</p> <p>7 value of the restaurant and the land underlying.</p> <p>8 Q. That was on Parcel 3 and part of Parcel 2.</p> <p>9 A. Correct. Well, no, it was 3 and 2. But we</p> <p>10 didn't discuss that it was both those parcels. It's when</p> <p>11 Kevin came back with the letter, that's the acreage he had</p> <p>12 put on there, and I paid no attention to what the total</p> <p>13 acreage was.</p> <p>14 Q. Well, I'm not there yet. But in this -- this</p> <p>15 plat is 3.61 acres.</p> <p>16 A. Correct.</p> <p>17 Q. All right. But if we add in this plat -- if we</p> <p>18 add in Plaintiff's Exhibit 4, you get up to 4.11.</p> <p>19 A. Correct.</p> <p>20 Q. All right. And this plat was done in 2004, and</p> <p>21 y'all just didn't have it.</p> <p>22 A. No, sir. If they had it, it wasn't produced at</p> <p>23 the meeting.</p> <p>24 Q. Okay. So as a result of this, if I understand</p> <p>25 your testimony, is it fair to say that the conclusions</p> | <p style="text-align: right;">Page 55</p> <p>1 signed.</p> <p>2 A. I really can't hear you.</p> <p>3 Q. The letter you signed shows the true acreage out</p> <p>4 there, doesn't it?</p> <p>5 A. Yes.</p> <p>6 Q. You just didn't look at it when you signed it.</p> <p>7 A. As far as the acreage? No.</p> <p>8 Q. So somebody knew, because the person who wrote</p> <p>9 this letter has the right acreage on it.</p> <p>10 A. You'll have to ask him.</p> <p>11 Q. Well, how did it get on there if he didn't know?</p> <p>12 A. Because when we came up with the original value,</p> <p>13 and I -- I recommended that we do the allocation, and the</p> <p>14 letter was re-accomplished, Kevin re-accomplished the</p> <p>15 letter. And that's the result of the letter.</p> <p>16 Q. Where did you get all the plats that are in your</p> <p>17 file?</p> <p>18 A. Show me what -- which ones.</p> <p>19 Q. Well, there's quite a few plat and deeds in</p> <p>20 here, there's tax map information. Where did it come from?</p> <p>21 A. Well, it came from my research of the market -- I</p> <p>22 mean, for the data sources.</p> <p>23 Q. So you went out, yourself, to get the data</p> <p>24 sources, that's what's in your file.</p> <p>25 A. Yeah.</p>                                                                                                                                                                                                   |
| <p style="text-align: right;">Page 54</p> <p>1 reached as to the value were just wrong?</p> <p>2 A. Yes, sir.</p> <p>3 Q. And it wasn't malicious. You just made --</p> <p>4 A. No, sir.</p> <p>5 Q. -- a mistake. Okay.</p> <p>6 A. It's just an error. I'm sorry.</p> <p>7 Q. And I --</p> <p>8 A. Well, let me -- let me do say this.</p> <p>9 Q. Shoot.</p> <p>10 A. Had we been provided the documentation, we</p> <p>11 wouldn't have made this error.</p> <p>12 Q. I understand.</p> <p>13 A. You know, when you're asked to do something, to</p> <p>14 do an appraisal, you go and find all you can find. But if</p> <p>15 you -- if it's -- if you don't find it, and it wasn't</p> <p>16 provided to you, it -- in the normal course of business the</p> <p>17 client, whoever it is, provides this information to us, and</p> <p>18 says, "This is what I want an appraisal on."</p> <p>19 Q. All right. I understand. Okay.</p> <p>20 MR. MCMASTER: No further questions. Thank</p> <p>21 you.</p> <p>22 THE COURT: Mr. Bradley?</p> <p>23 RE-EXAMINATION BY MR. BRADLEY:</p> <p>24 Q. Mr. Petty, obviously, somebody knew the true</p> <p>25 acreage here, 'cause this was reported in the letter you</p>                                                                                                                                                     | <p style="text-align: right;">Page 56</p> <p>1 MR. MCMASTER: Your Honor, this was beyond</p> <p>2 the scope of my redirect. It's re-cross. He's beyond the</p> <p>3 scope. I object.</p> <p>4 THE COURT: All right.</p> <p>5 MR. BRADLEY: Judge, I think he asked about</p> <p>6 new plats and where they came from. The point of my cross</p> <p>7 is, that he's the one who went out and got the plats and</p> <p>8 put it in his file --</p> <p>9 THE COURT: I will --</p> <p>10 MR. BRADLEY: -- to start with.</p> <p>11 THE COURT: I'm going to allow this, because</p> <p>12 Mr. McMaster did say, "Your conclusion was -- you're saying</p> <p>13 you made a mistake because you only had this one plat," his</p> <p>14 first plat. And the witness said, "Had I had these other</p> <p>15 plats, we would have all concluded differently."</p> <p>16 THE WITNESS: What I'm saying, sir, is that</p> <p>17 this is the only one that I considered in my value. I said</p> <p>18 that I had pieces of this plat in my file, that I paid no</p> <p>19 attention to. What I was saying is, that if I had, had</p> <p>20 this plat, which is the total property, and it's a survey,</p> <p>21 if I'd had this, which I did not have, then --</p> <p>22 THE COURT: Right. So you -- so your</p> <p>23 testimony was, you had -- you had access to all the other</p> <p>24 documents except what is marked as Exhibit 5.</p> <p>25 THE WITNESS: Yeah, I guess it's 5.</p> |

1 THE COURT: So you have -- you had all these  
2 other documents, you looked at all the other documents,  
3 except 5.

4 THE WITNESS: Okay. You're going to have to  
5 tell me the documents.

6 THE COURT: Well, they're -- they're right  
7 in front of you.

8 THE WITNESS: This one?

9 THE COURT: Yeah.

10 THE WITNESS: I had pieces of that one.

11 THE COURT: All right. I don't under -- I'm

12 --

13 THE WITNESS: Well, it was cut. It was cut  
14 in two.

15 THE COURT: All right. So you had pieces of  
16 4.

17 THE WITNESS: But even -- and what I'm  
18 testifying is: Even had I considered this, I would have not  
19 counted that, because it was my opinion that, that was  
20 under a different ownership.

21 THE COURT: All right. Hold on. I  
22 understand. I don't -- we're getting way off base.

23 THE WITNESS: I'm sorry.

24 THE COURT: I think what Mr. Bradley is  
25 asking you is, is what documents did you have before you

1 Q. That was created after the sale.

2 A. That's correct.

3 Q. So an appraiser doing appraisal as the date of  
4 sale, wouldn't have this document you said changed your  
5 opinion, right?

6 A. No. What changed my opinion is the fact that the  
7 five -- the half acre was under the same ownership; I  
8 didn't know that.

9 Q. Is this a copy of the file that you produced to  
10 us?

11 (The witness pauses to review the document.)

12 A. Yes.

13 MR. BRADLEY: I'd like to put that into  
14 evidence.

15 THE COURT: Would that be six? Seven? That  
16 would be Court's Exhibit No. 7. Mr. McMaster?

17 MR. MCMASTER: No objection.

18 MR. BRADLEY: Your Honor, may I approach?

19 THE COURT: Yes, sir. All right. Mr.  
20 Bradley?

21 MR. BRADLEY: If you'd just hold onto it,  
22 because I don't have another copy. Those -- those  
23 documents.

24 THE COURT: Hold on a second. You take my  
25 copy, you take mine, and let's get the one marked. And

1 signed the letter that --

2 THE WITNESS: That one.

3 THE COURT: All right. All of them but this  
4 one.

5 THE WITNESS: Yes.

6 THE COURT: Okay. All right. Okay.

7 BY MR. BRADLEY:

8 Q. And the one you didn't have, was created after  
9 the sale.

10 A. I don't know.

11 Q. The sale was in March of 2012, and that  
12 document's dated June.

13 A. Okay.

14 Q. Right?

15 A. Yeah. But if we did the appraisal in -- if we  
16 did the appraisal as of March the 7th, 2012 -- and this one  
17 is when?

18 Q. It says June.

19 A. June. Okay. If I -- if we created a letter in  
20 February of 21, that does preclude us from going back and  
21 considering information that occurred after the appraisal  
22 date.

23 Q. Well, a willing buyer wouldn't have had that at  
24 the date of the sale.

25 A. No.

1 let's make sure we're -- we're containing what we are on  
2 redirect and recross.

3 MR. MCMASTER: Thank you.

4 BY MR. BRADLEY:

5 Q. Those are the documents you used to make the  
6 appraisal that you signed, right?

7 A. Correct.

8 Q. Well, those documents include a breakdown of the  
9 frontage property.

10 MR. MCMASTER: Objection. Your Honor, this  
11 is again beyond my redirect.

12 THE COURT: All right. I'm going to --

13 MR. MCMASTER: It's a recross.

14 THE COURT: I'm going to sustain that. I  
15 think we've asked that question before. So let's -- let's  
16 move on with this.

17 MR. BRADLEY: That's all I have.

18 THE COURT: All right. (To the witness)  
19 You can step down. And y'all do want to mark that, don't  
20 you, Mr. Bradley?

21 MR. BRADLEY: Yes, sir.

22 THE COURT: As No. 7.

23 MR. MCMASTER: What exhibit is this, Your  
24 Honor?

25 THE COURT: It should be 7, I believe.

# PROCEEDING

16 (Pages 61 to 64)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: right;">Page 61</p> <p>1 MR. MCMASTER: I'll give you mine.</p> <p>2 THE COURT: All right. Thank you.</p> <p>3 MR. MCMASTER: Yes, sir.</p> <p>4 (EXHIBIT NO. 7 MARKED FOR IDENTIFICATION -</p> <p>5 WORKING FILE OF MR. PETTY)</p> <p>6 THE COURT: All right. Mr. McMaster?</p> <p>7 MR. MCMASTER: I'm debating whether to rest,</p> <p>8 Your Honor. But I'm not sure of the course of a -- of an</p> <p>9 appeal and how we do it, because I'd consider as to Urso</p> <p>10 and Mr. McGee, my witnesses. So in that context, I would -</p> <p>11 - I would rest.</p> <p>12 THE COURT: All right. Mr. Bradley?</p> <p>13 MR. BRADLEY: I have no evidence, Judge.</p> <p>14 I'll rest.</p> <p>15 MR. MCMASTER: In that case, I move for</p> <p>16 directed verdict.</p> <p>17 THE COURT: All right.</p> <p>18 MR. BRADLEY: I agree. I think a directed</p> <p>19 verdict is appropriate. But I believe it's a directed</p> <p>20 verdict for the bank. He has presented the testimony of</p> <p>21 one appraiser out of three, to say that he's made a</p> <p>22 mistake, and he thinks the answer should be different. The</p> <p>23 other two, even if this man had known all that information</p> <p>24 at the time, and disagreed, the other two appraisers would</p> <p>25 have outvoted him and would have come to an answer,</p>                                                                                                                                                                                                                                                                            | <p style="text-align: right;">Page 63</p> <p>1 - y'all have both rested. We've had one appraiser</p> <p>2 testify, and he has testified what he said, that, in</p> <p>3 essence, he made a mistake, and that it is his belief, as I</p> <p>4 understand it, that had the other two appraisers known of</p> <p>5 the same thing he was, they would have changed their value.</p> <p>6 But I don't have any testimony that says that from either</p> <p>7 one of the appraisers. And both of y'all have rested. So</p> <p>8 what I've got to make a decision on, now, in the case, does</p> <p>9 the report -- does the report match the criteria of the</p> <p>10 case law, and is -- is the single testimony of one witness,</p> <p>11 does it warrant me confirming or ordering another</p> <p>12 appraisal. I want you to also address the issue of the</p> <p>13 mistake.</p> <p>14 MR. MCMASTER: The issue of what, Your</p> <p>15 Honor? I didn't hear.</p> <p>16 THE COURT: Address the issue of mistake,</p> <p>17 where does that fall if a party makes a mistake. In some</p> <p>18 real estate law you have cases that say if you sign</p> <p>19 something, and you know how to read and stuff, Sorry,</p> <p>20 you're bound by what you sign, you know, deeds -- those</p> <p>21 cases and deeds, things like this.</p> <p>22 This mistake is in the context of an appraisal.</p> <p>23 You also have case law that says, again, If you make a</p> <p>24 mistake, but it's material that was available to you, then</p> <p>25 maybe you don't get the benefit of the mistake. So while</p>              |
| <p style="text-align: right;">Page 62</p> <p>1 assuming based on the evidence we have before us, just like</p> <p>2 April 24, 2010 they did at the time.</p> <p>3 THE COURT: All right. Here --</p> <p>4 MR. MCMASTER: That's speculation.</p> <p>5 THE COURT: All right. Well, y'all can both</p> <p>6 have a seat. This is what I want y'all to do, because I'm</p> <p>7 going to ask y'all to submit me a memo that addresses some</p> <p>8 very specific things with where we are on this. Now,</p> <p>9 again, what I want you to do is, I want y'all both to read</p> <p>10 The People's Federal Savings and Loan vs. Myrtle Beach</p> <p>11 case. And that's 394 S.E.2d 849. As we've discussed, the</p> <p>12 only authority I have is to confirm or appeal -- no, excuse</p> <p>13 me -- I can affirm or reorder another appraisal.</p> <p>14 It notes in the case, that it defines true</p> <p>15 value, and it states that -- that the true value of the</p> <p>16 property is date of sale taken into consideration sales</p> <p>17 value, cost and replacement, value of improvements, income</p> <p>18 production, and all other elements which in their</p> <p>19 discretion enter into the determination of value. All</p> <p>20 right. So there's things that it has to have that are</p> <p>21 required to consider these values, any other thing else</p> <p>22 they consider is discretionary. So I want your memo to</p> <p>23 address what I have in front of me, in the report, if it</p> <p>24 reflects that, and if the testimony came in today.</p> <p>25 What I also want y'all to both address, is y'all</p> | <p style="text-align: right;">Page 64</p> <p>1 those cases talk about mistake, what we are here arguing</p> <p>2 about is the function of the appraisal statutes and of the</p> <p>3 report. So I want you to again read the case clearly, and</p> <p>4 address those issues about what the -- what the -- the</p> <p>5 focus of the court should be in this issue and the</p> <p>6 appraisal panel.</p> <p>7 All right. Does that kind of make sense?</p> <p>8 MR. MCMASTER: Correct.</p> <p>9 THE COURT: All right. Now, Madam Court</p> <p>10 Reporter, if you will do this: When you prepare the</p> <p>11 original report, or transcript, if you will mail it to me</p> <p>12 with the exhibits, so that I can ensure it gets filed. At</p> <p>13 the same time, if you will mail a courtesy copy of that</p> <p>14 cover letter to Mr. Bradley and to Mr. McMaster, letting</p> <p>15 them know the transcript is ready; that triggers your 45-</p> <p>16 day period to then submit the memo.</p> <p>17 Now, if there is anything else that I have</p> <p>18 missed, or that should be included in the analysis, please</p> <p>19 send me an e-mail, copy the other side, and say, "I</p> <p>20 understand what you ask us to do, but I think we should</p> <p>21 also address this." Tell me -- I'm not above making</p> <p>22 mistakes -- tell me about it and tell the other side, so</p> <p>23 when you submit the stuff, both of you address it. Because</p> <p>24 what we don't want to have happen is somebody raise a whole</p> <p>25 set of another issues, the other side not prepare the memo,</p> |

GARBER REPORTING SERVICE  
803-256-4500

Page 65

1 then go back and counter-response and counter-response and  
2 counter-response memos. So if there's something I haven't  
3 discussed, send me something saying, "I want to address  
4 this," and copy the other side. So when you submit your  
5 stuff, everybody's addressing all the issues at the same  
6 time, all right?

7 Can either of y'all think of anything else?

8 MR. MCKASTER: Not here, Your Honor.

9 THE COURT: Mr. Bradley?

10 MR. BRADLEY: No, sir. Thank you.

11 THE COURT: All right. Thank you-all.

12 (There being nothing further, the hearing was  
13 concluded at 10:34 a.m.)

Page 66

CERTIFICATE OF REPORTER

1 I, PATRICIA G. BACHAND, COURT REPORTER AND NOTARY  
2 PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA AT LARGE,  
3 HEREBY CERTIFY THAT I REPORTED THE MASTER-IN-EQUITY HEARING  
4 OF FIRST RELIANCE V. CHARLES BISHOP, BRETT D. BLANKS, ET  
5 AL, ON THURSDAY, THE 10TH DAY OF APRIL, 2014, THAT THE  
6 FOREGOING 65 PAGES CONSTITUTE A TRUE AND CORRECT  
7 TRANSCRIPTION OF SAID HEARING.

8 I FURTHER CERTIFY THAT I AM NEITHER ATTORNEY NOR  
9 COUNSEL FOR, NOR RELATED TO OR EMPLOYED BY ANY OF THE  
10 PARTIES CONNECTED WITH THIS ACTION, NOR AM I FINANCIALLY  
11 INTERESTED IN SAID CAUSE.

12 I FURTHER CERTIFY THAT THE ORIGINAL OF SAID TRANSCRIPT  
13 WAS THEREAFTER SEALED BY ME AND DELIVERED TO THE HONORABLE  
14 JAMES O. SPENCE, LEXINGTON COUNTY JUDICIAL CENTER, 205 EAST  
15 MAIN STREET, LEXINGTON, SOUTH CAROLINA, WHO WILL RETAIN  
16 THIS SEALED ORIGINAL TRANSCRIPT AND SHALL BE RESPONSIBLE  
17 FOR FILING SAME WITH THE COURT PRIOR TO TRIAL OR ANY  
18 HEARING WHICH MIGHT RESULT IN A FINAL ORDER ON ANY ISSUE.

19 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS  
20 24TH DAY OF APRIL, 2014.

21  
22  
23 PATRICIA G. BACHAND, COURT REPORTER  
24 MY COMMISSION EXPIRES APRIL 9, 2017  
25

COPY

STATE OF SOUTH CAROLINA )

FILED

IN THE COURT OF COMMON PLEAS

C/P #: 11-CP-32-1205

COUNTY OF LEXINGTON )

2013 MAR -5 A 4:01

CONFIDENTIAL DOCUMENT

FIRST RELIANCE BANK

GEORGE HUNTER McMAS, JR., ESQUIRE

Plaintiff )

vs )

Return of Appraisers

to

Equity Court

CHARLES E. BISHOP, ET AL. )

Defendant )

After a mortgage foreclosure and judicial sale, the subject property was appraised pursuant to Sections 29-3-760, Code of Laws of S.C. (1976) as amended.

Pursuant to Section 29-3-740 of the code, the return of the appraisers, which is attached, shall be filed and recorded by the Clerk of Court. Section 29-3-750 provides for appeal from the return of the appraisers to this court within ten (10) days.

IT IS SO ORDERED.

Date Fis. 27, 2013  
Lexington, S.C.

James O. Spaul  
Judge, Master-in-Equity Court



704 725 8722

COPY

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

FILED IN THE COURT OF COMMON PLEAS  
C/P #: 11-CP-32-1205

2013 MAR -5 A 11:01

CONFIDENTIAL DOCUMENT  
BETH A. CARPENTER, ESQUIRE  
HUNTER McMAS, L. ESQUIRE

FIRST RELIANCE BANK

Plaintiff

vs

CHARLES E. BISHOP, ET AL.

Defendant

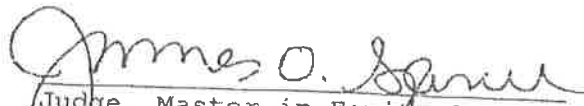
Return of Appraisers  
to  
Equity Court

After a mortgage foreclosure and judicial sale, the subject property was appraised pursuant to Sections 29-3-760, Code of Laws of S.C. (1976) as amended.

Pursuant to Section 29-3-740 of the code, the return of the appraisers, which is attached, shall be filed and recorded by the Clerk of Court. Section 29-3-750 provides for appeal from the return of the appraisers to this court within ten (10) days.

IT IS SO ORDERED.

Date FEB. 27, 2013  
Lexington, S.C.

  
Judge, Master-in-Equity Court

704 723 8722

COPY

STATE OF SOUTH CAROLINA )

COUNTY OF LEXINGTON )

FILED IN THE COURT OF COMMON PLEAS  
C/P #: 11-CP-32-1205

2013 MAR -5 A 11:01

CONFIDENTIAL DOCUMENT  
BETH A. CARROLL  
COLLECTOR OF DEBT  
GEORGE HUNTER McMAS, L.L., ESQUIRE

FIRST RELIANCE BANK

Plaintiff )

vs )

CHARLES E. BISHOP, ET AL. )

Defendant )

Return of Appraisers  
to  
Equity Court

After a mortgage foreclosure and judicial sale, the subject property was appraised pursuant to Sections 29-3-760, Code of Laws of S.C. (1976) as amended.

Pursuant to Section 29-3-740 of the code, the return of the appraisers, which is attached, shall be filed and recorded by the Clerk of Court. Section 29-3-750 provides for appeal from the return of the appraisers to this court within ten (10) days.

IT IS SO ORDERED.

Date FEB. 27, 2013  
Lexington, S.C.

James O. Spivey  
Judge, Master-in-Equity Court

704 723 8722



COPY

FILED  
McGee Real Estate Company, Inc.

2013 MAR -5 A 11:01  
PROFESSIONAL REAL ESTATE SERVICES  
560 Meeting Street, West Columbia, SC 29169 • 803/739-0550 • FAX 803/796-9420

BETH A. CARRIGG  
CLERK OF COURT  
LEXINGTON, SC

February 21, 2013

James O. Spence, Judge  
Master-in-Equity Court  
205 East Main Street, Suite 204  
Lexington, SC 29072

RE: Court of Common Pleas 2011-CP-32-1205  
First Reliance Bank vs. Charles E. Bishop, et al.

Dear Judge Spence,

As requested in Order Appointing Appraisers (Foreclosure Action) in accordance with Section 29-3-680, S.C. Code (1976) as amended, we, James Petty, Philip Urso, and Kevin McGee, have appraised the property in question identified here as 1605 North Lake Drive, Lexington, SC and excess land, Lexington County TMS 003418-01-008.

Using the industry accepted and preferred methods of appraisal practice and in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), we have arrived at three supported, individual conclusions of the subject property's Market Value. Furthermore, we have met, discussed and reconciled our separate opinions of value to a single, agreed-upon opinion of market value of the subject property in fee simple as of March 7, 2012 of \$1,040,000.00 allocated as follows:

|                                 |           |
|---------------------------------|-----------|
| Front Land (2.357 acres):       | \$200,000 |
| Improvements:                   | \$715,000 |
| F F & E:                        | \$100,000 |
| Excess Back Land (1.753 acres): | \$25,000  |

FEB 25 2013

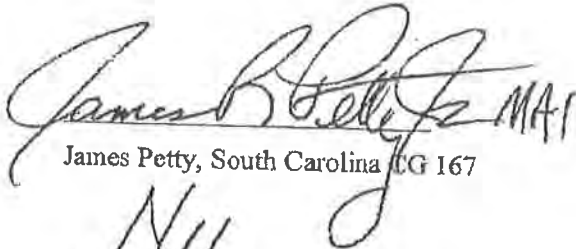
FEB 22 2013

AUCTIONEERS • BUILDERS • BROKERS • CONSULTANTS • DEVELOPERS • PLANNERS

FILED

2017 MAR 5 AM 10  
We, James Petty, Phillip Urso, and Kevin McGee, the duly appointed appraisers in this matter, have  
conferenced and make this return of true value of the subject real property in this case. All supporting  
information and documentation is contained in each appraiser's work file and is available upon request.

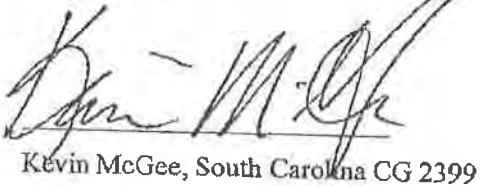
Respectfully submitted,

 MAI

James Petty, South Carolina CG 167

 MAI

Phillip Urso, South Carolina CG 193

 MAI

Kevin McGee, South Carolina CG 2399



Notary Public for the state of South Carolina

My commission expires: 2/7/2023

THIS DOCUMENT IS A SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AS A SUBDIVISION OF PROPERTY FOR TOM POOL, RICHARD POOL & JOE WATERS, AND THAT I ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH AND DEDICATE EASEMENTS AS SHOWN ON THIS PLAN, AND CERTIFY THAT ALL CURRENT STATE AND COUNTY TAXES ON OTHER ASSESSMENTS RELATIVE TO THIS PROPERTY HAVE BEEN PAID.

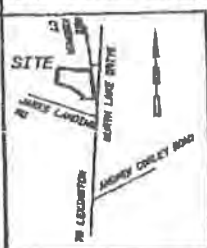
OWNER'S CERTIFICATION SUMMARY

MEASURES, I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AS A SUBDIVISION OF PROPERTY FOR TOM POOL, RICHARD POOL & JOE WATERS, AND THAT I ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH AND DEDICATE EASEMENTS AS SHOWN ON THIS PLAN, AND CERTIFY THAT ALL CURRENT STATE AND COUNTY TAXES ON OTHER ASSESSMENTS RELATIVE TO THIS PROPERTY HAVE BEEN PAID.

DATE 2/21/03

Tom Pool  
TOM POOL, REPRESENTATIVE

SUBDIVIDER  
TOM POOL  
RICHARD POOL  
JOE WATERS  
1130 NATURE LANE  
STURTEVANT SC 29054  
(803) 692-4747



LOCATION MAP  
1" = 1500'

N/F R. E. STATIONS, INC.

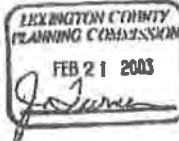


| LINE | BEARING         | DISTANCE |
|------|-----------------|----------|
| L1   | N 88° 40' 30" E | 24.00    |
| L2   | S 69° 00' 00" E | 29.00    |
| L3   | N 12° 10' 00" E | 40.00    |
| L4   | S 89° 33' 15" E | 30.14    |
| L5   | S 64° 44' 03" E | 15.25    |

N/F R. E. STATIONS, INC.

1/2" REAR ROAD

N/F R. E. STATIONS, INC.



NORTH LAKE DRIVE SC HWY #6 66' R/W

SUBDIVISION OF PROPERTY FOR  
**TOM POOL, RICHARD POOL & JOE WATERS**  
LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA

SCALE: 1" = 60'

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MEASUREMENT STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.

REFERENCES:

- 1) PLAT OF 6.75 ACRES FOR HOB BRAND STATIONS INC. BY JAMES F. POLSON DATED JANUARY 7, 1990, RECORDED IN LEXINGTON COUNTY PLAT BOOK 246, PG. 45.
- 2) TRACT A-D PLAT FOR R. E. STATIONS, INC. SITE LOCATION #16, BY BELTER & ASSOC. INC. DATED FEB. 25, 2001, LAST REV. 10/19/02, ON FILE WITH LEXINGTON COUNTY PLANNING AND DEVELOPMENT.
- 3) PLAT OF 4.90 ACRES FOR SAR E. & VIRGINIA A. MCCOY BY ASSOCIATED ENGINEERS & SURVEYORS DATED JANUARY 8, 1991, RECORDED IN LEXINGTON COUNTY PLAT BOOK 200 AT PAGE 200.
- 4) PLAT OF 4.16 ACRES FOR G. WILLARD MORGAN BY C. D. CHURCHMAN DATED SEPTEMBER 8, 1990, RECORDED IN LEXINGTON COUNTY PLAT BOOK 188-8 PAGE 8, 110.
- 5) PLAT OF PROPERTY ACROSS S. CHURCH BY C. D. CHURCHMAN DATED APRIL 14, 1990, RECORDED IN LEXINGTON COUNTY PLAT BOOK 188-6 AT PAGE 7.
- 6) PLAT OF 8.25 ACRES FOR JAMES DAVID CARLISLE, AND HEIR/ES CARLISLE & LESSEE ONE COLEY COLEY TAYLOR.
- 7) A PORTION OF DEEDS OF 603.

ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, "FLOOD INSURANCE RATE MAP", #40125 3120  
B. DATE, FEBRUARY 2, 2000, THE ABOVE LOT LIES WITHIN THE APPROXIMATE SCALED LIMITS OF AN  
UNSHADED ZONE X.

FEBRUARY 21, 2003

DRAFTS SURVEYING INC.

ON DAY 0003 - LEXINGTON CO 200301 (0000) 057-0007

- NOTES:
- 1) 3 PARCELS, 3.610 ACRES
  - 2) WATER PROVIDER: TOWN OF LEXINGTON, 111 NATURE LANE, LEXINGTON SC 29072 (803) 258-4164
  - 3) EXISTING SEPTIC SYSTEMS
  - 4) EXISTING BUILDING SETBACKS REQUIRED UNDER THE LEXINGTON COUNTY ZONING ORDINANCE, 10' FROM ALL ROAD RIGHTS OF WAY, 10' FROM ALL ADJACENT PROPERTY LINES
  - 5) NEW LOT CORNER MARKED WITH 1/4" REAR, SET

RECEIVED BY: JAMES F. POLSON, SURVEYOR  
LEXINGTON COUNTY, SOUTH CAROLINA  
DATE: FEBRUARY 21, 2003  
BY: JAMES F. POLSON, SURVEYOR  
LEXINGTON COUNTY, SOUTH CAROLINA  
PLAT OVERLIES MAPS 7531167



N/F GERALD H. MORGAN & N. A. CRAWFORD



Excess 1.753 Ac 25,000

1.165 Ac  
- .692 Ac

200,000

Income - \$1,200,000

@ 8% occupancy = 96,000

FFJE 100,000

CAP Rate @ 9%

1,066,000

1,040,000

Excess land 3.3 Ac =

3106

715,000

@ 75,000

225,000

Deduct for inadequate parking

Mat-

4,163

37 Autos

\$255/06 = 1,061,000

Includes Excess Land for Parking

Final \$1,000,000

AT least

1,040,000

1,015,000

- 25,000

493,000

1,015,000

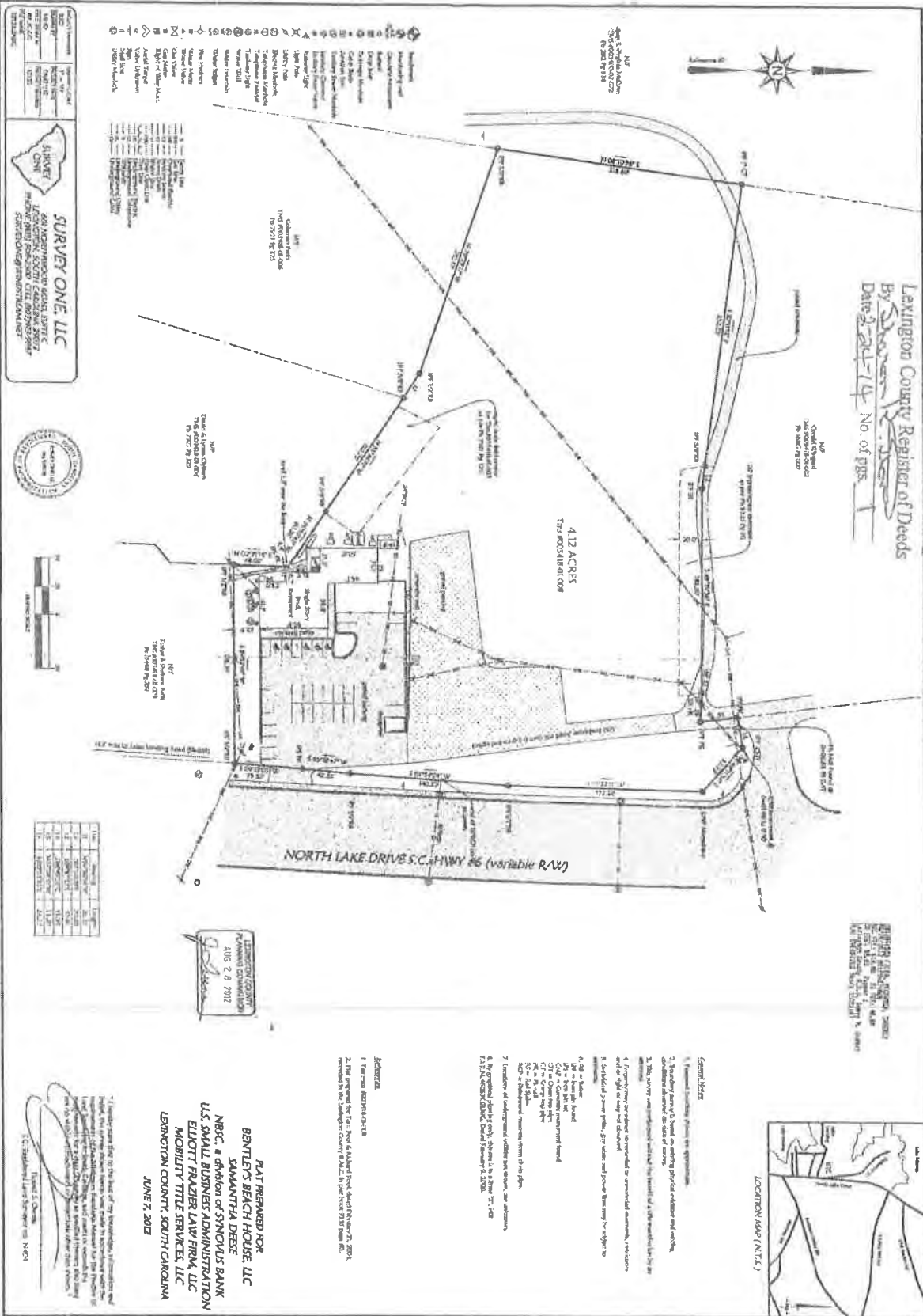
\$

1,508,000





TRUE CERTIFIED COPY  
Lexington County Register of Deeds  
By *Shirley R. Jones*  
Date: 2-24-14 No. of pgs. 1



**PAT PREPARED FOR**  
**BENTLEY'S BEACH HOUSE, LLC**  
**SAMANTHA DEESE**  
**NBSC, a division of SPANGLER BANK**  
**US SMALL BUSINESS ADMINISTRATION**  
**ELIOTT PROZNER LAW FIRM, LLC**  
**MOBILITY TITLE SERVICES, LLC**  
**LEXINGTON COUNTY, SOUTH CAROLINA**  
**JUNE 7, 2012**

EXHIBIT  
5  
4-21-14  
Reliance

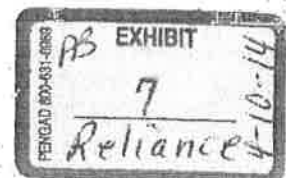


DAM BAR & GRILL

Now

Bentley's Beach House  
1605 NORTH LAKE

CrazyweatherSale.com



dependent upon management, market liquidity, and many other factors of outside influence. If, for any reason, events should occur subsequent to the effective date of this appraisal assignment, the value of the property will change. Such events could encompass worldwide, national, regional, local, or neighborhood influences. In short, the forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions, and the estimate of value as defined in this appraisal assignment is based upon conditions existing as of the stated appraisal assignment date.

This appraisal assignment has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used. The value estimates provided in the report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in this report.
2. Possession of this appraisal assignment, or copy thereof, does not carry with it the right to publication, nor may it be used for any purpose by anyone but the applicant without previous written consent by the appraiser.
3. The appraiser, by reason of this appraisal assignment, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

**Highest and Best Use Estimate**— After sorting the facts of my inspections and investigations of the market, I believe the highest and best use of the subject is the continued use and operation of a non-chain restaurant, specifically a bar and grill.

I hereby certify the following:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

560 Meeting St.  
COUNTY OF LEXINGTON

734-0550  
960-4314

ONLINE SERVICES

CONTACT US

Data last updated: 03/07/2013

|                               |                                       |
|-------------------------------|---------------------------------------|
| TMS# D03418-01-008 : Show Map |                                       |
| TAX YEAR.....                 | 2013                                  |
| OWNER.....                    | BENTLEYS BEACH HOUSE LLC              |
| ADDRESS.....                  | 1606 N LAKE DR<br>LEXINGTON, SC 29072 |
| PROPERTY ADDRESS.....         | 1606 NORTH LAKE DR                    |
| LEGAL DESCRIPTION.....        | PARCELS 3, 2A, 3B, 3C, 2A, 2B, 2C & 4 |
| DEED BOOK & PAGE.....         | 15418-228                             |
| PLAT.....                     | 7933-167                              |
| LAND USE.....                 | 1065:BAR/NIGHTCLUB                    |
| TAX DISTRICT.....             | 1                                     |

| ASSESSMENT INFORMATION |      | BUILDING INFORMATION     |
|------------------------|------|--------------------------|
| LOTS:                  | 8    | SQUARE FOOT LIVING AREA: |
| ACRES:                 | 4.11 | UNFINISHED AREA:         |
| TAXABLE LAND:          |      | YEAR BUILT:              |
| TAXABLE BUILDING:      |      | NUMBER OF BEDROOMS:      |
| ASSESSMENT LAND:       |      | NUMBER OF FULL BATHS:    |
| ASSESSMENT BUILDING:   |      | NUMBER OF HALF BATHS:    |
| HOMESTEAD EXEMPTION:   |      | HEATING SYSTEM:          |
| TAX RELIEF EXEMPTION:  |      | HEAT:                    |

| SALE INFORMATION |                                  | PRICE  | BOOK/PAGE |
|------------------|----------------------------------|--------|-----------|
| SALE DATE        | SELLER                           |        |           |
| 03/27/2012       | BENTLEYS BEACH HOUSE LLC         | 910000 | 15418-228 |
| 10/31/2007       | HARTMANN, MARSHALL C             | 5      | 12449-10  |
| 06/11/2004       | POOL, THOMAS RICHARD             | 5      | 9338-01   |
| 06/11/2004       | POOL, RICHARD B & THOMAS RICHARD | 5      | 9338-02   |
| 06/11/2004       | POOL, THOMAS RICHARD             | 155000 | 9338-03   |
| 06/23/2003       | POOL, RICHARD B                  | 5      | 8488-98   |
| 02/21/2003       | RE-STATIONS INC                  | 55000  | 7880-268  |
|                  | BUYER                            |        |           |
|                  | BENTLEYS BEACH HOUSE LLC         |        |           |
|                  | BCM OF LEXINGTON, LLC            |        |           |
|                  | HARTMANN, MARSHALL C             |        |           |
|                  | POOL, THOMAS RICHARD             |        |           |
|                  | HARTMANN, MARSHALL C             |        |           |
|                  | POOL, RICHARD B & THOMAS RICHARD |        |           |
|                  | POOL, RICHARD B                  |        |           |

Lexington  
CountyLexington  
Great Communities

Copyright © 2004 Lexington County. All rights reserved. Revised: May 2011

**Property Rights Appraised**– The rights appraised for this assignment are for the unencumbered, fee-simple interests held in the site and its improvements.

**Function of the Appraisal**– The opinion of value as expressed in this letter will be used by the courts in settling a dispute.

**Definition of Market Value**– The My conclusions provide an opinion of market value of the unencumbered fee-simple interests held in this property. Market value is defined as the most probable price in terms of cash, terms equivalent to cash, or in other precisely revealed terms, for which the appraised property will sell in a competitive market under all conditions requisite to fair sale, with the buyer and seller each acting prudently knowledgeable, and for self-interest, and assuming that neither is under undue duress. Fundamental assumptions and conditions presumed in the definition are: 1) buyer and seller are motivated by self-interest; 2) buyer and seller are well informed and are acting prudently; 3) the property is exposed for a reasonable time on the open market; 4) payment is made in cash, its equivalent, or in specified financing terms; 5) specified financing, if any, may be the financing actually in place or on terms generally available for the property type in its locale on the effective appraisal date; and 6) the effect, if any, on the amount of market value of atypical financing, services, or fees shall be clearly and precisely revealed in this letter.

**Date of Value**– The date of the appraisal is as of February 20, 2013. Real estate investment has a high degree of risk, and performance and success are dependent upon management, market liquidity, and many other factors of outside influence. If, for any reason, events should occur subsequent to the effective date of this appraisal, the value of the property will change. Such events could encompass worldwide, national, regional, local or neighborhood influences. The estimates of value as defined in this appraisal were based upon conditions existing as of this date.

**Scope of the Appraisal**– The scope of this assignment is the extent of the process of collecting, confirming and reporting the market data required to determine the highest and best use of the site as currently vacant and the site as if improved. The highest and best use analysis will then lead to the value estimate of the site under these two assumptions. I researched the local market for relevant sales of similar zoned sites and properties for the same economic general use as the subject, and from those found, I analyzed and adjusted these sales transactions for an indication of value for the subject property. Part of the collection of data involved surveying nearby competing uses including generally light commercial, retail, and service business uses such as in-line and free-standing retail buildings, residential uses, and institutional uses such as offices, churches, etc. In the process of collecting data, I inspected the subject area, the subject site, and any subject improvements. I visited competing properties as well. I talked with local Realtors, developers, appraisers, property managers and government officials.

**Assumptions and Limiting Conditions of the Appraisal**– Based upon my analysis of these data, the following represents a summary of my opinion of the various value conclusions:

It is assumed that any cross easements with the adjacent property, since the seller in this case is the owner of this adjacent property, and will allow parking for the subject on any now or future

Land

North of N Lake DR fronts Lake Murray Blvd

6.3 AC

Sold March 7, 2008

\$ 461,400 Sold 1.68 s/f

002697-03-063

Sold to H&T Investment

1.68 / s/f

560 Meeting St.  
COUNTY OF LEXINGTON

734-0550  
960-4314

ONLINE SERVICES

CONTACT US

Data last updated: 02/07/2013

|                        |                                       |
|------------------------|---------------------------------------|
| TAX YEAR.....          | TMS# 063418-01-008 Show Map           |
| OWNER.....             | 2013                                  |
| ADDRESS.....           | BENTLEYS BEACH HOUSE LLC              |
|                        | 1806 N LAKE DR                        |
|                        | LEXINGTON, SC 29072                   |
| PROPERTY ADDRESS.....  | 1806 NORTH LAKE DR                    |
| LEGAL DESCRIPTION..... | PARCELS 3, 3A, 3B, 3C, 2A, 2B, 2C & 1 |
| DEED BOOK & PAGE.....  | 15418-228                             |
| PLAT.....              | 7333-167                              |
| LAND USE.....          | 1066:BAR/NIGHTCLUB                    |
| TAX DISTRICT.....      | 1                                     |

| ASSESSMENT INFORMATION | BUILDING INFORMATION     |
|------------------------|--------------------------|
| LOTS: 0                | SQUARE FOOT LIVING AREA: |
| ACRES: 4.11            | UNFINISHED AREA:         |
| TAXABLE LAND:          | YEAR BUILT:              |
| TAXABLE BUILDING:      | NUMBER OF BEDROOMS:      |
| ASSESSMENT LAND:       | NUMBER OF FULL BATHS:    |
| ASSESSMENT BUILDING:   | NUMBER OF HALF BATHS:    |
| HOMESTEAD EXEMPTION:   | HEATING SYSTEM:          |
| TAX RELIEF EXEMPTION:  | HEAT:                    |

| SALES INFORMATION                           |                                  |         |           |
|---------------------------------------------|----------------------------------|---------|-----------|
| SALE DATE SELLER                            | BUYER                            | PRICE   | BOOK/PAGE |
| 03/27/2012 BENTLEYS BEACH HOUSE LLC         | BENTLEYS BEACH HOUSE LLC         | \$10000 | 15418-228 |
| 10/31/2007 HARTMANN, MARSHALL C             | SCM OF LEXINGTON, LLC            | 5       | 12448-10  |
| 06/11/2004 POOL, THOMAS RICHARD             | HARTMANN, MARSHALL C             | 5       | 9338-91   |
| 06/11/2004 POOL, RICHARD B & THOMAS RICHARD | POOL, THOMAS RICHARD             | 5       | 9338-80   |
| 06/11/2004 POOL, THOMAS RICHARD             | HARTMANN, MARSHALL C             | 155000  | 9338-93   |
| 05/23/2003 POOL, RICHARD B                  | POOL, RICHARD B & THOMAS RICHARD | 5       | 8485-98   |
| 02/21/2003 RE-STATIONS INC                  | POOL, RICHARD B                  | 55000   | 7980-255  |

Lexington  
County



Lexington  
County

Copyright 2001 Lexington County. All rights reserved. Revised: May 2011

San Jose Mef 4525 Handscombe Rd  
TMS 20212-02-63 <sup>5,200 sf</sup>

Dugouindis & Antonio Leon  
Sold Jan 2009 Deed 1493/471  
Sold \$ 1,330,000 255.77/sf #217/sf w/o Equip  
Included Kit Equipment of about 200,000  
on 1.534 Ac  
Brick & Block Built? (Recent) <sup>old</sup> Hillman  
Zone GC <sup>Rest</sup>

---

McAlister's Deli 300 Columbian Dr  
TMS 04904-01-05  
from Southern Deli to  
TKC Investment Prop

Sold April 27, 2010 Deed 1601/3219  
\$1,600,000 incl \$125,000 FF+E  
Per sf \$363.22 w/Equip \$334.80 w/o Equip  
on 1.14 Ac Zone PUD-C

Derivation: Parcel 3-B containing 0.016 acre being property conveyed to Marshall C. Hartmann by deed of Thomas Richard Pool, recorded June 15, 2004 in Record Book 9338, at page 91, in the Office of the Register of Deeds for Lexington County, South Carolina.

Derivation: Parcel 3 containing 0.692 acre and Parcel 3-C containing 0.007 acre being property conveyed to Marshall Hartmann by deed of Thomas Richard Pool, recorded June 15, 2004 in Record Book 9338, at page 93, in the Office of the Register of Deeds for Lexington County, South Carolina.

TMS # 003418-01-008 ✓

ALSO:

All those certain pieces, parcels, or lots of land, with improvements thereon, lying and being in the County of Lexington, State of South Carolina, and being shown and delineated as Parcel 2 containing 1.165 acres, more or less; Parcel 2-A containing 0.147 acre, more or less; Parcel 2-B containing 0.055 acre, more or less; and Parcel 2-C containing 0.226 acre, more or less, as shown on a revised plat (revised May 19, 2004), prepared for Tom Pool & Richard Pool by Draft Surveying, Inc., and recorded in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 9335, at page 88, and having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein by reference.

Subject to the right of ingress and egress to Parcel 1, as fully shown on plat recorded in Record Book 7933, page 167, in the Office of the Register of Deeds for Lexington County, South Carolina.

Derivation: This being property conveyed to Marshall C. Hartmann and Brett Blanks by deed of Thomas Richard Pool, dated January 22, 2007 and recorded in Record Book 11702, at page 154, in the Office of the Register of Deeds for Lexington County, South Carolina.

TMS # 003418-01-009 ✓

ALSO:

All that certain piece, parcel, or lot of land, with improvements thereon, lying and being in the County of Lexington, State of South Carolina, and being shown and delineated as Parcel 1 containing 1.753 acres, more or less, as shown on a plat prepared for Tom Pool, Richard Pool and Joe Waters by Draft Surveying, Inc., dated February 21, 2003 and recorded in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 7933, at page 167, and having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein by reference.

Together with the right of ingress and egress over and across that portion of property shown as 20' Ingress/Egress Easement of Parcel 1, on plat recorded in Record Book 7933, page 167, in the Office of the Register of Deeds for Lexington County, South Carolina. ✓

Derivation: This being property conveyed to Marshall C. Hartmann and Brett Blanks by deed of Joseph T. Waters, III, dated January 22, 2007 and recorded in Record Book 11702, at page 154, in the Office of the Register of Deeds for Lexington County, South Carolina.

TMS # 003418-01-007

2135

# Lexington County GIS Map



- Legend**
- Highlighted Feature
  - Railroads
  - Local Roads
  - Collector Roads
  - Arterial Roads
  - Interstates
  - Lake Murray
  - Lake/Stream
  - Parcel
  - County Outline
  - Municipality
  - Incorporated Area
  - 2003 Aerials

Copyright © Lexington County

**DISCLAIMER:** Lexington County makes no warranty, representation or contract as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. The reader should not rely on the data provided herein for any reason. Lexington County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

George McManis  
Ant of deficiency

#632,121.09

Mar 28, 2012

What caused them to  
lose Mary was  
getting a new garage  
has this includes  
all 4 acres

2558373

083-00-00-001 River front 2.70 Ac #5,185/Ac  
OCT-1988

083-00-00-003 " " 1.69 Ac 15,500/Ac

083-00-00-016

Tobin Acreage

Jan 23, 98

No water

50 Ac

#460/Ac

135-00-00-002

Lorraine Conrad Acres No water

203 Ac Gross  
94.3 net

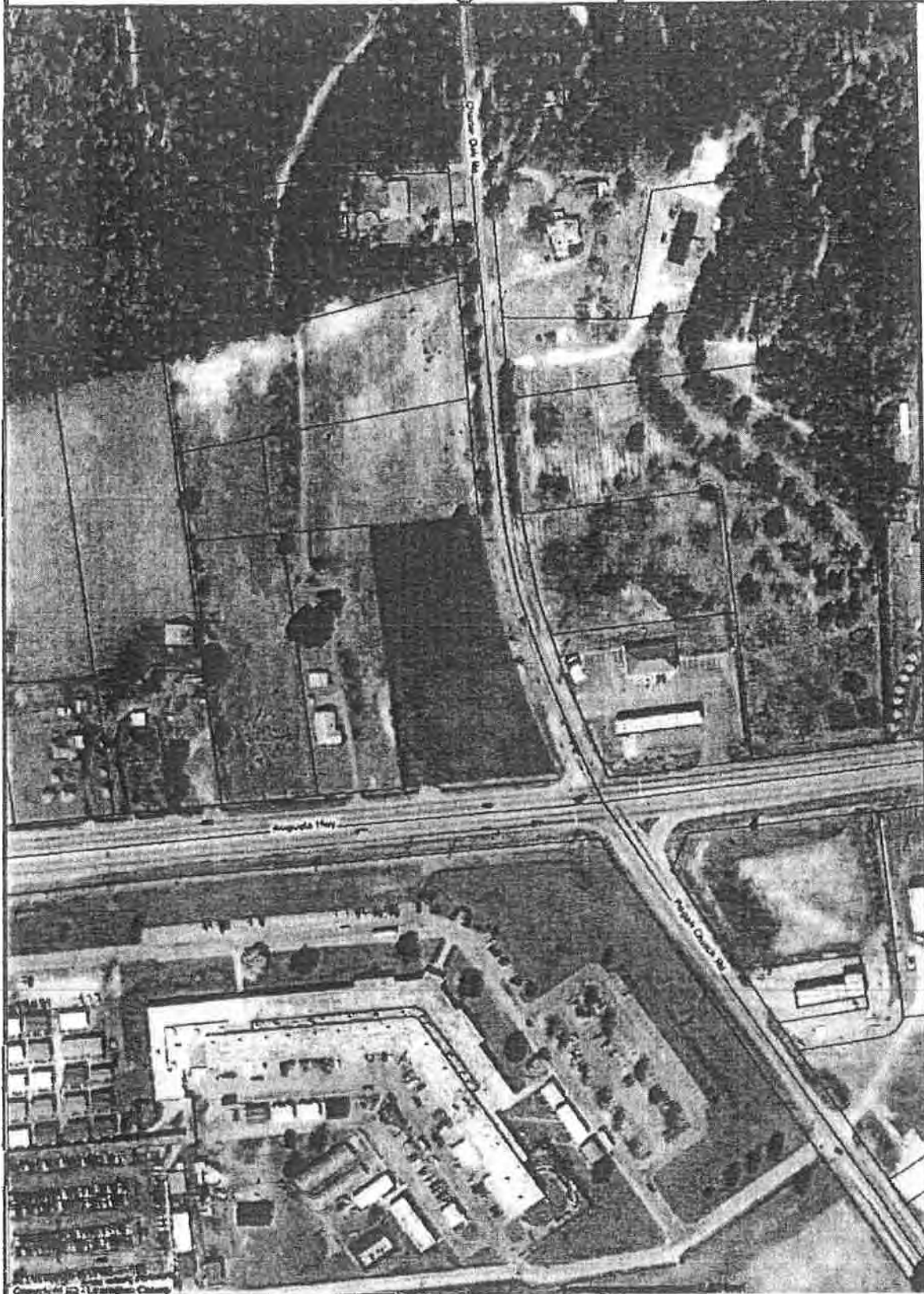
#2,535/Ac

05-2000

RES-550655

003442-01-044

# Lexington County GIS Map



- Legend**
- Highlighted Feature
  - Railroads
  - Local Roads
  - Collector Roads
  - Arterial Roads
  - Interstates
  - Lake Murray
  - Lake/river
  - Parcels
  - County Outline
  - Municipality
  - Incorporated Area
  - 2003 Aerials

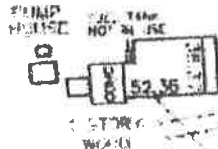
**DISCLAIMER:** Lexington County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. The reader should not rely on the data provided herein for any reason. Lexington County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

573  
- 100  
- 67.67

UNPaved Mill Rd.

HWY 128

003698-03-110



1.49 AC

40 AC POWERLINE EASEMENT

003698-03-076

003698-03-019

03-111.4A

THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT IN A FEDERAL INSURANCE ADMINISTRATION (FEMA) FLOOD HAZARD AREA. THE BOUNDARY MAP AND FLOOD HAZARD MAP OF THE PROPERTY DESCRIBED HEREIN ARE BASED ON A 100 YEAR FLOOD HAZARD AREA AS SHOWN ON MAPS OF THE FLOOD HAZARD AREA OF THE STATE OF MISSISSIPPI. THE MAP OF THE FLOOD HAZARD AREA OF THE STATE OF MISSISSIPPI IS BASED ON THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON MAPS OF THE FLOOD HAZARD AREA OF THE STATE OF MISSISSIPPI.

03-100.57AC

THIS INFORMATION IS FOR THE USE OF THE PROPERTY OWNER AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE MAP OF THE FLOOD HAZARD AREA OF THE STATE OF MISSISSIPPI IS BASED ON THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON MAPS OF THE FLOOD HAZARD AREA OF THE STATE OF MISSISSIPPI.

|      |      |      |      |
|------|------|------|------|
| 1-2  | 1-2  | 1-2  | 1-2  |
| 2-1  | 2-1  | 2-1  | 2-1  |
| 3-4  | 3-4  | 3-4  | 3-4  |
| 4-5  | 4-5  | 4-5  | 4-5  |
| 5-6  | 5-6  | 5-6  | 5-6  |
| 6-7  | 6-7  | 6-7  | 6-7  |
| 7-8  | 7-8  | 7-8  | 7-8  |
| 8-9  | 8-9  | 8-9  | 8-9  |
| 9-10 | 9-10 | 9-10 | 9-10 |

0.36 AC

171'

263'

353'

100'

521'

100'



ANGIE MARIE BELL DOCHERTY

SCALE: 1" = 100'

DATE: NOVEMBER 16, 2000

GRAPHIC SCALE IN FEET

REFERENCES:

THE SOUTH CAROLINA TAX MAP SERIES (FEMA FLOOD MAP LOT 43) PLAT 100-100-57 AC, DAWMAN HEWITT, HAMILTON SR & CAROL V. HAMILTON, JR. & CAROL V. HAMILTON, JR. DATED APRIL 13, 1998.

CERTIFICATION:

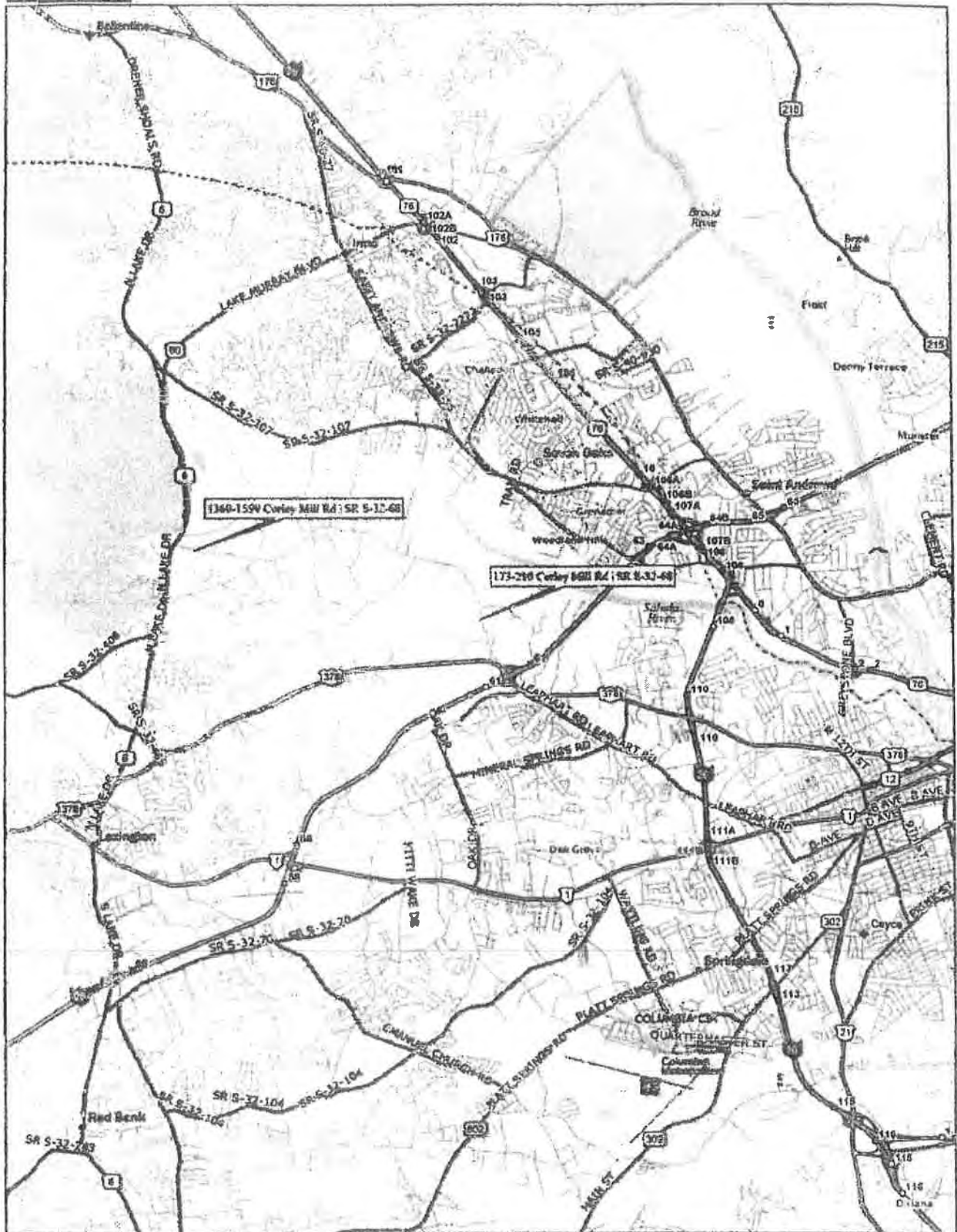
I HEREBY CERTIFY THAT THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE ABOVE INFORMATION IS TRUE AND CORRECT.

## COMPARABLE LAND SALE 7

Location: S/side of Clemson Road between Longtown Road and Longreen  
Parkway, Richland County, SC  
Description: Out parcel sales in Killian Crossing South  
Tax ID #: 17400-5-40  
Grantor: Hendon Columbia 2008, LLC  
Grantee: See below  
Zoning: M-1, Light Industrial  
Comments:

The CVS drug store site is located at the corner of Clemson and Longtown Roads. The three sales that closed in September 2008 are corner sites on Clemson Road. There are two front out parcels remaining one of which is to be ground leased for a bank branch. All utilities are available. The out parcels had been rough graded.

| Date    | Deed      | Sale Price  | SF     | Price/SF | Use                 |
|---------|-----------|-------------|--------|----------|---------------------|
| 2/14/08 | 1402-3848 | \$1,325,000 | 78,888 | \$17.28  | CVS drug store      |
| 9/11/08 | 1482-3631 | \$ 598,000  | 40,138 | \$14.90  | Zaxby's restaurant  |
| 9/24/08 | 1465-1380 | \$1,050,000 | 68,085 | \$15.89  | Gas station/c-store |
| 9/30/08 | 1471-1768 | \$ 935,250  | 54,312 | \$17.22  | Gas station/c-store |



Data use subject to license.

© 2006 DeLorme. Street Atlas USA® 2007 Plus.

www.delorme.com



(10/1) RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE. All official records of the County and the countywide elected officials are on file in their respective offices and may be viewed by the public at those offices.

#### Owner Information

Tax Map Number: R03914-01-92  
 Owner: LMB INVESTMENTS LLC  
 Address 1: PO BOX 117  
 Address 2:  
 Address 3:  
 City/State/Zip: COLUMBIA SC 29203  
 Property Location/Code: 945 LAKE MURRAY BLVD

#### Tax Information

Year: 2008  
 Property Tax Relief: \$0.00  
 Local Option Sales Tax Credit: (\$1,932.61)  
 Tax Amount: \$31,371.33  
 Paid: Yes  
 Homestead: No  
 Assessed: \$67,850.00

*No Charges*

#### Assessment Information

Year Of Assessment: 2009 Legal Residence: No  
 Tax District: 6T1 Sewer Connection: CITY  
 Acreage Of Parcel: 1.13 Water Connection: CITY  
 Non-Agriculture Value: \$492,200.00 Agriculture Value: \$0.00  
 Building Value: \$1,134,500.00 Improvements: \$0.00  
 Taxable Value: \$1,626,700.00  
 Zoning: PD PLANNED DEVELOPMENT

#### Property Information

Legal Description:

#PM R01014-3055

Land Type: COMMERCIAL LAND

#### Sales History

| Current Owner Name  | Sale Date  | Vacant or Improved | Deed Book/Page | Sale Price   |
|---------------------|------------|--------------------|----------------|--------------|
| LMB INVESTMENTS LLC | 01/24/2005 | V                  | R1017/ 1939    | \$593,500.00 |
| HARRISON GROUP      | 10/21/1994 |                    | D1225/ 432     | \$0.00       |

#### Structure Information

| Building Number | Year Structure Was Assessed | Building Description      | Actual Year Built | Number Of Bathrooms | Number Of Bedrooms | Total Number Of Stories | Heated Square Footage | Total Square Footage |
|-----------------|-----------------------------|---------------------------|-------------------|---------------------|--------------------|-------------------------|-----------------------|----------------------|
| 1               | 2009                        | STRIP RETAIL - WALL GRP 3 | 2005              | 0.00                | 0                  | 1.0                     | 12050                 | 12050                |

#### Structure Details

| Structure Type | Structure Description | Building Number |
|----------------|-----------------------|-----------------|
|----------------|-----------------------|-----------------|

SUBJECT

Borrower

Lender/Client

Appraiser Name

IMPROVEMENTS SKETCH

**Dam Bar Floor Plan**

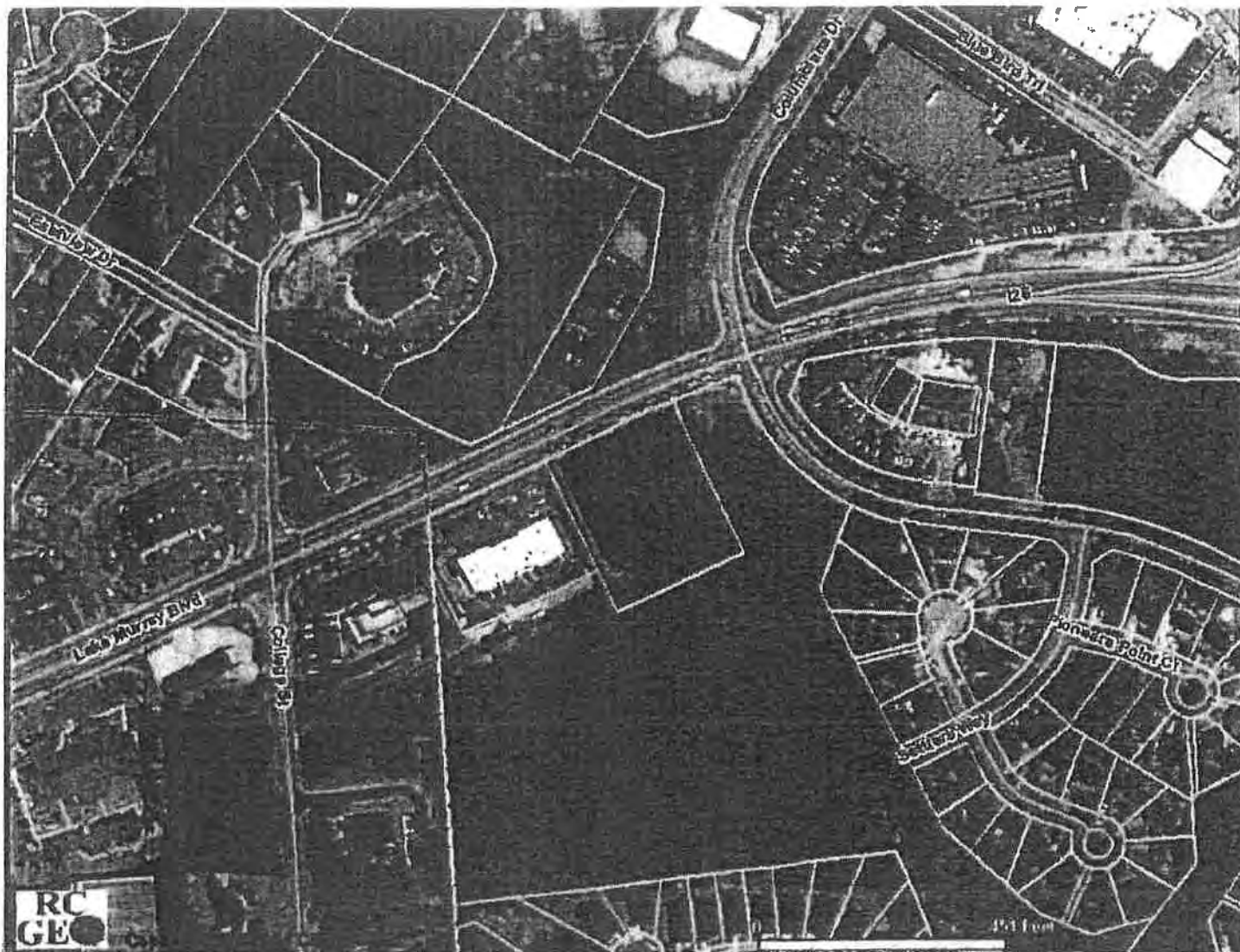
Comments:

AREA CALCULATIONS SUMMARY

| Code | Description          | Net Area | Net Totals |
|------|----------------------|----------|------------|
| GLA1 | First Floor          | 4168.6   |            |
|      | Kitchen plus Freezer | -527.6   | 3641.1     |
| P/P  | Front Patio Eating   | 517.6    | 3123.6     |
| OTM  | Storage              | 20.6     |            |
|      | Freezers & Storage   | 100.5    | 3224.1     |

LIVING AREA BREAKDOWN

| Breakdown                   |        | Net Totals |
|-----------------------------|--------|------------|
| <b>First Floor</b>          |        |            |
| 60.9                        | x 39.9 | 2429.9     |
| 108.0                       | x 0.8  | 86.4       |
| 21.5                        | x 30.5 | 655.8      |
| 6.7                         | x 63.5 | 424.5      |
| <b>Kitchen plus Freezer</b> |        |            |
| 12.1                        | x 43.6 | -527.6     |



Copyright 2008  
Richland County GIS  
2020 Hampton St.  
Columbia, SC 29204



**DISCLAIMER:** This is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

**PROPRIETARY INFORMATION:** Any resale of this information is prohibited, except in accordance with a licensing agreement.

## Legend

- |                   |                     |
|-------------------|---------------------|
| □ County Boundary | ~ Streets           |
| ▲ Private Schools | ◻ Buildings         |
| ▲ Public Schools  | ~ 2 Ft. Contours    |
| ● Police Stations | ~ Streams           |
| ● Fire Stations   | ~ Lakes             |
| ■ County Assets   | ○ Council Districts |
| ■ Daycares        | ○ Zip Codes         |

$$\frac{1.1M}{400,000}$$

1.8 million Gross

180,000/

Cost -

800,000

~~120,000~~

11,000 to 12,000

Marshall Hoffman  
206 7003

399

3,100

144

$$50.5 \times 31.1 = 1,570.0$$

Built - 1200

506

$$1,198,000 = 288$$

85

$$60.9 \times 41.1 = 2,502$$



$$60.9 \times 41.1 = 2,502$$

$$50.5 \times 31.1 = 1,570.0$$

$$60.9 \times 41.1 = 2,502$$

$$1,570.0$$

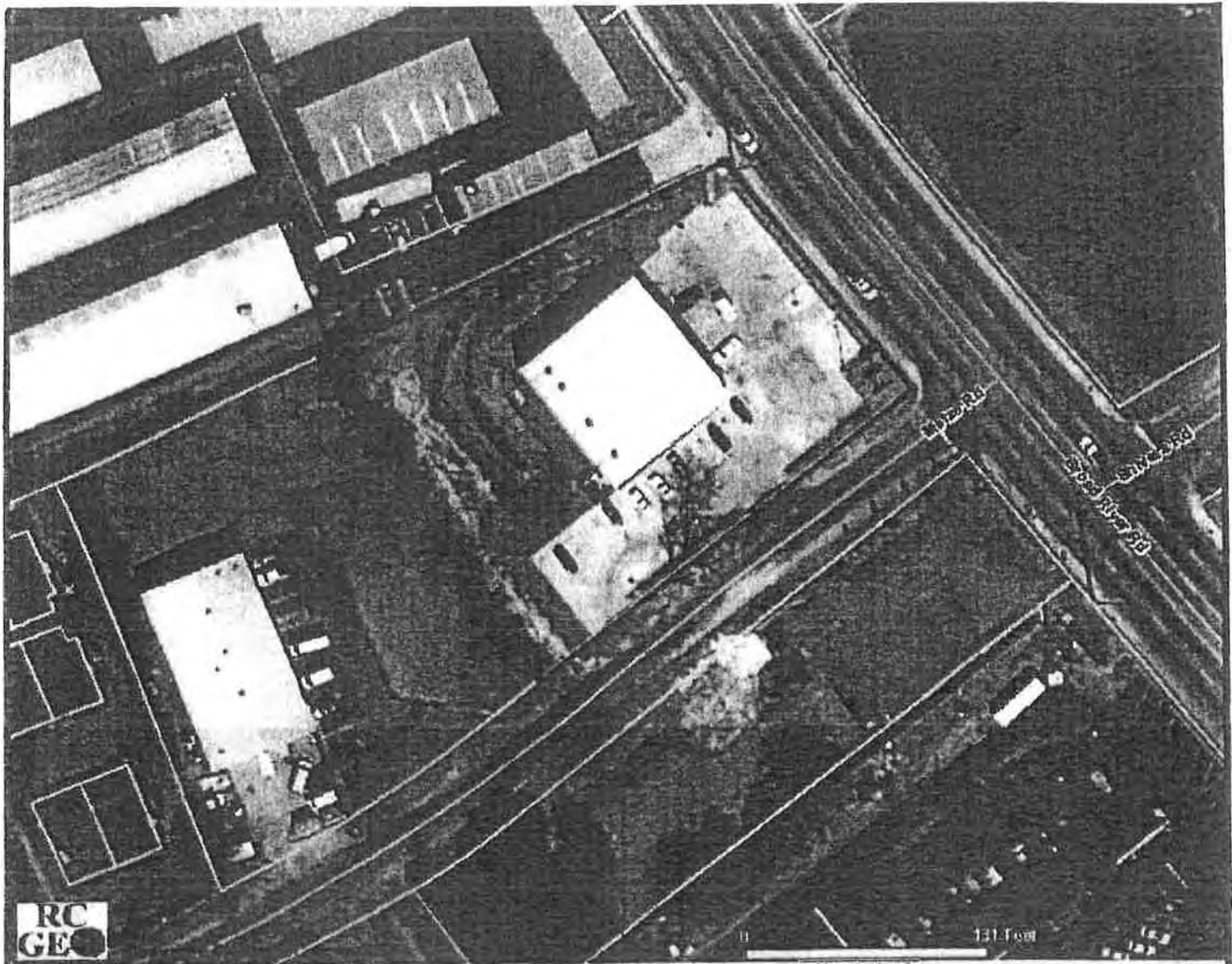
$$2,502$$

$$4,072$$

$$1,274$$

37 Parking

Land  
Dump  
Cost:



Copyright 2006  
Richland County GIS  
2020 Hampton St.  
Columbia, SC 29204



**DISCLAIMER** This is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

**PROPRIETARY INFORMATION** Any resale of this information is prohibited, except in accordance with a licensing agreement.

## Legend

- |                   |                     |
|-------------------|---------------------|
| ▬ County Boundary | ~ Streets           |
| ▲ Private Schools | ◻ Buildings         |
| ▲ Public Schools  | ⊙ 2 Ft. Contours    |
| ● Police Stations | ~ Streams           |
| ● Fire Stations   | ⊙ Lakes             |
| ■ County Assets   | ⊙ Council Districts |
| ■ Daycares        | ⊙ Zip Codes         |

*PARTIAL Tax Info*  
Property Card Information



Lexington County, SC

Good Friends and Great Communities



Data last updated: 04/11/2008

TMS#: 003418-01-408 [Show Map](#)

TAX YEAR: 2007

OWNER: HARTMANN, MARSHALL C

ADDRESS: PO BOX 1955  
LEXINGTON, SC 29071

PROPERTY ADDRESS: 1605 NORTH LAKE DR

LEGAL DESCRIPTION: PARCELS 3, 3A, 3B & 3C

DEED BOOK & PAGE: 9338-93

PLAT: 7933-167

LAND USE: 1065:BAR/NIGHTCLUB

TAX DISTRICT: 1

*158' frontage*  
*266' depth*  
*north side*  
*187' south side*

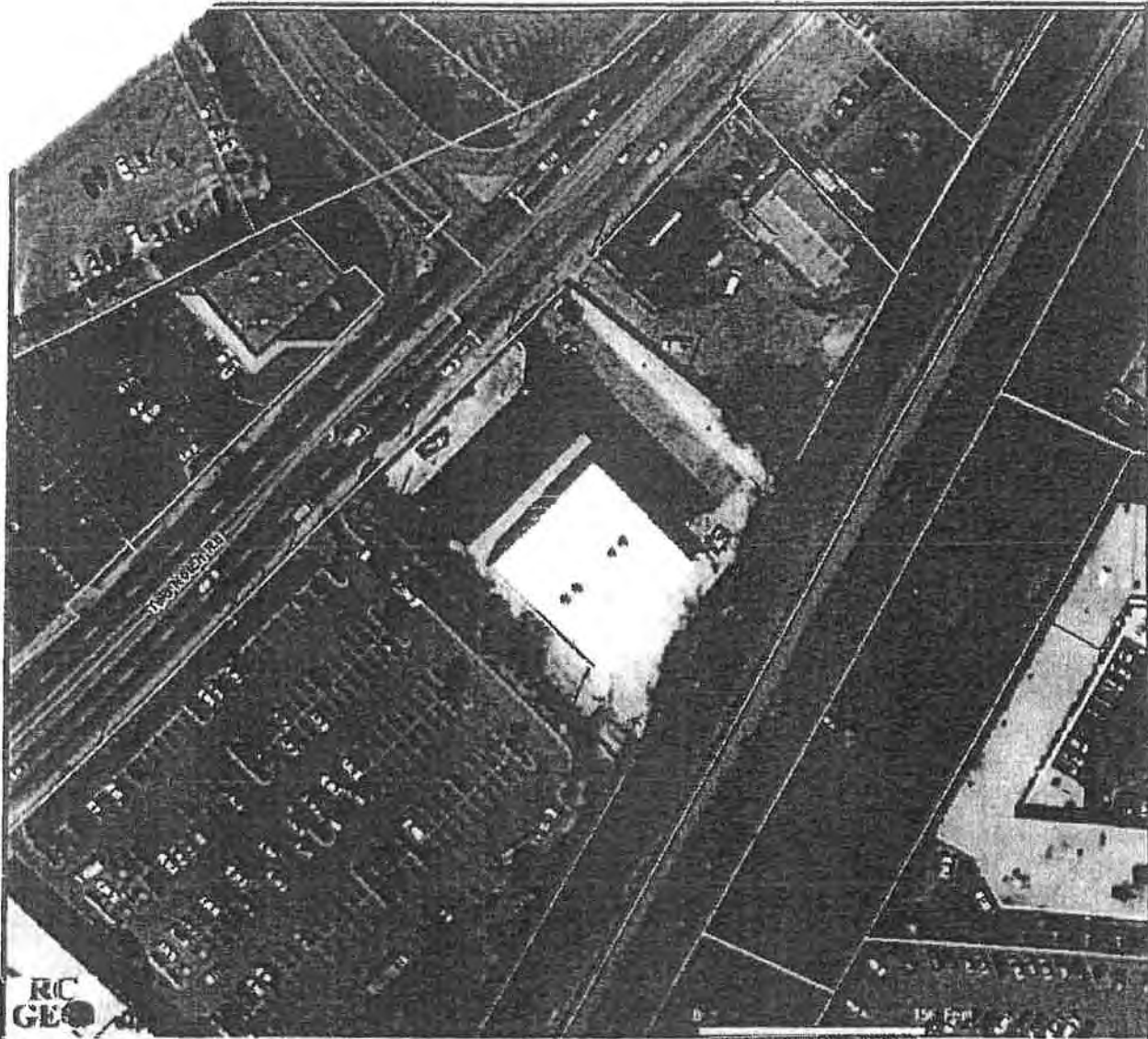
| ASSESSMENT INFORMATION          | BUILDING INFORMATION     |
|---------------------------------|--------------------------|
| LOTS: 0                         | SQUARE FOOT LIVING AREA: |
| ACRES: .773                     | UNFINISHED AREA:         |
| APPRAISED LAND: 101020          | YEAR BUILT:              |
| APPRAISED BUILDING: 211340      | NUMBER OF BEDROOMS:      |
| ASSESSMENT LAND: 6060           | NUMBER OF FULL BATHS:    |
| ASSESSMENT BUILDING: 12680      | NUMBER OF HALF BATHS:    |
| HOMESTEAD EXEMPT ASSESSMENT: 0  | HEATING SYSTEM:          |
| TAX RELIEF EXEMPT ASSESSMENT: 0 | HEAT:                    |

| SALES INFORMATION |                                  |                                  |                 |
|-------------------|----------------------------------|----------------------------------|-----------------|
| SALE DATE         | SELLER                           | BUYER                            | PRICE BOOK/PAGE |
| 10/31/2007        | HARTMANN, MARSHALL C             | BCM OF LEXINGTON, LLC            | 5 12449-10      |
| 06/11/2004        | POOL, THOMAS RICHARD             | HARTMANN, MARSHALL C             | 5 9338-91       |
| 06/11/2004        | POOL, RICHARD B & THOMAS RICHARD | POOL, THOMAS RICHARD             | 5 9338-80       |
| 06/11/2004        | POOL, THOMAS RICHARD             | HARTMANN, MARSHALL C             | 155000 9338-93  |
| 05/23/2003        | POOL, RICHARD B                  | POOL, RICHARD B & THOMAS RICHARD | 5 8488-98       |
| 02/21/2003        | RE-STATIONS INC                  | POOL, RICHARD B                  | 95000 79811-255 |

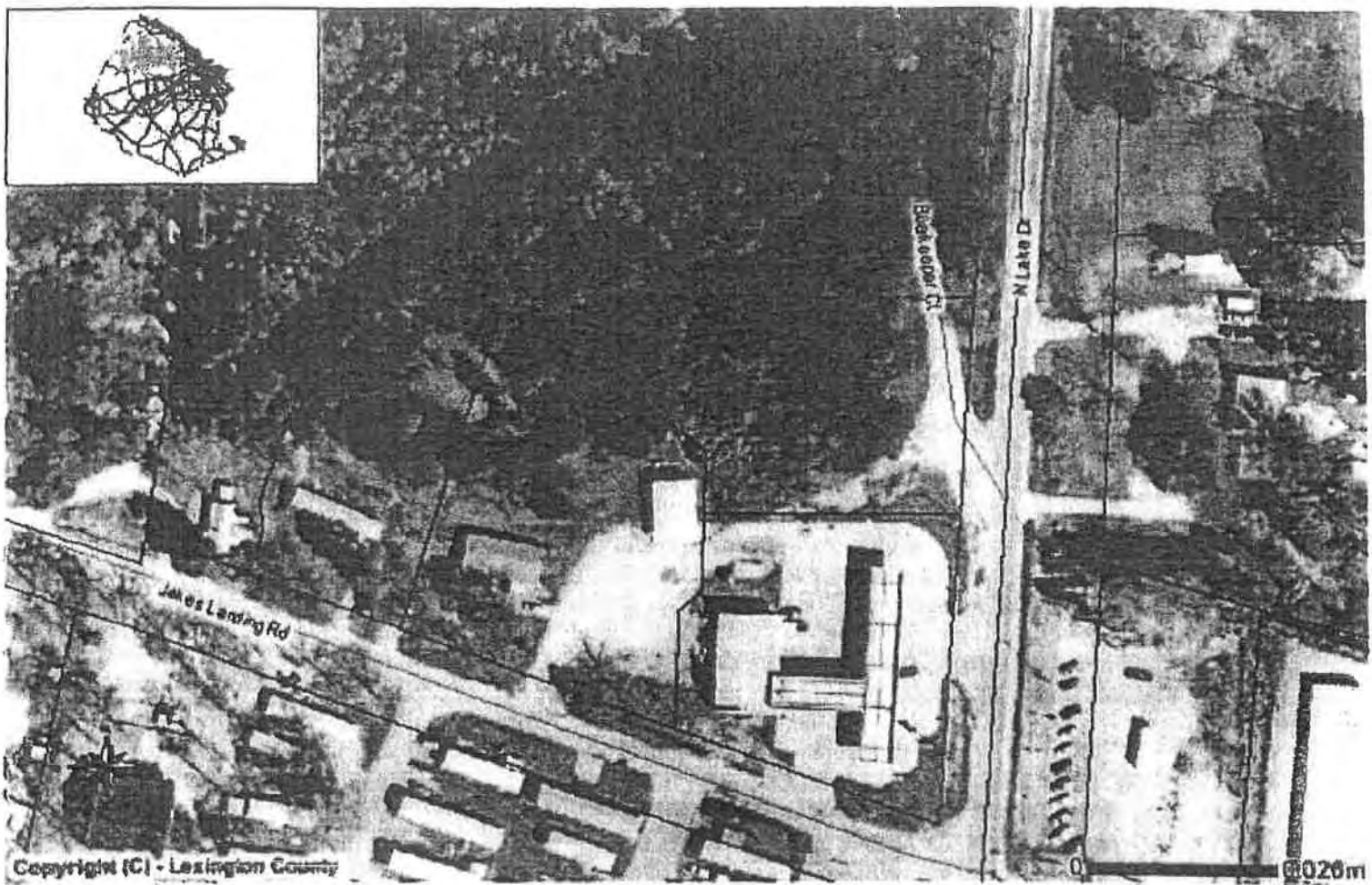
*+ 45,000 upfront*

*3.376 850,000*

*microsoft.com/ie*  
*2006/017.133151*



|                                                                                                                                                                                                                                                                                                                                                                             |                                                                                           |                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                          | <p>Copyright 2008<br/>Richland County GIS<br/>2028 Hampton St.<br/>Columbia, SC 29204</p> |  | <h3>Legend</h3>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p><b>DISCLAIMER</b> This is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.</p> |                                                                                           |                                                                                     | <ul style="list-style-type: none"> <li> County Boundary</li> <li> Private Schools</li> <li> Public Schools</li> <li> Police Stations</li> <li> Fire Stations</li> <li> County Assets</li> <li> Daycares</li> </ul> | <ul style="list-style-type: none"> <li> Streets</li> <li> Buildings</li> <li> 2 Ft. Contours</li> <li> Streams</li> <li> Lakes</li> <li> Council Districts</li> <li> Zip Codes</li> </ul> |
| <p><b>PROPRIETARY INFORMATION</b> Any reuse of this information is prohibited, except in accordance with a licensing agreement.</p>                                                                                                                                                                                                                                         |                                                                                           |                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |



## Assessor Data View

BS 04

10/20/2012

This page reflects data as of December 31, 2008 and should be used for reference  
 only. Information. Please contact the Richland County Assessor's Office.

And on the Assessor's Database is collected, organized and provided for the convenience of the  
 user solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT  
 DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide  
 information that is accurate at the date of publication, portions of such information may be incorrect or not  
 current. RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED,  
 AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE. All official records  
 of the County and the countywide elected officials are on file in their respective offices and may be viewed by the  
 public at those offices.

Pizza Hut Tear Down  
 to ADVANCE AUTO

## Owner Information

Tax Map Number: R16904-02-01A  
 Owner: SMITH MICHAEL BLASE &  
 Address 1: WATKINS L SMITH SURVIVORS  
 Address 2: /BASC LLC  
 Address 3: 145 NORTHWOOD DRIVE  
 City/State/Zip: SAN FRANCISCO CA 94112  
 Property Location/Code: 7030 TWO NOTCH RD

## Tax Information

Year:

Property Tax Relief:

Local Option Sales

Tax Credit:

Tax Amount:

Paid:

Homestead:

Assessed:

## Assessment Information

|                        |              |                    |        |
|------------------------|--------------|--------------------|--------|
| Year Of Assessment:    | 2008         | Legal Residence:   | NO     |
| Tax District:          | 202          | Senior Connection: | CITY   |
| Acres Of Parcel:       | 1.12         | Water Connection:  | CITY   |
| Non-Agriculture Value: | \$447,500.00 | Agriculture Value: | \$0.00 |
| Building Value:        | \$395,000.00 | Improvements:      | \$0.00 |
| Taxable Value:         | \$842,500.00 |                    |        |
| Zoning:                | GC           | GENERAL COMMERCIAL |        |

## Property Information

Legal Description:

#SU

#PR R01172-1045

Land Type: COMMERCIAL LAND

## Sales History

| Current Owner Name       | Sale Date  | Vacant or Improved | Deed Book/Page | Sale Price   |
|--------------------------|------------|--------------------|----------------|--------------|
| SMITH MICHAEL BLASE &    | 06/29/2007 | I                  | R1330/ 3066    | \$496,200.00 |
| HARTHOLL TWO NOTCH LLC   | 04/13/2005 | I                  | R1172/ 1947    | \$525,000.00 |
| SHIRLEY LAUGHRE S ETAL   | 07/30/1990 |                    | D0990/ 767     | \$0.00       |
| SUMMERS ESTELLE GERTRUDE | 11/02/1964 |                    | 04 29/ 281     | \$0.00       |

## Structure Information

| Building Number | Year Structure Was Added | Building Description         | Actual Year Built | Number Of Bathrooms | Number Of Bedrooms | Total Number Of Stories | Heated Square Footage | Total Square Footage |
|-----------------|--------------------------|------------------------------|-------------------|---------------------|--------------------|-------------------------|-----------------------|----------------------|
| 1               | 2009                     | STORE/1 STORY - WALL GROUP 3 | 2007              | 0.20                | 0                  | 1.0                     | 10096                 | 10096                |

## Structure Details

| Structure Type   | Structure Description                | Building Identifier |
|------------------|--------------------------------------|---------------------|
| Building Element | AC TYPE...ROOF TOP PACKAGED          | 1                   |
| Building Element | ARCHITECTURAL                        | 1                   |
| Building Element | STYLE...MISCELLANEOUS                | 1                   |
| Building Element | BUILDING SHAPE...RECTANGLE           | 1                   |
| Building Element | ELECTRICAL...AVERAGE                 | 1                   |
| Building Element | EXTERIOR WALL L...CONCRETE OR CINDER | 1                   |
| Building Element | FOUNDATION...CONTINUOUS FOOTING      | 1                   |
| Building Element | HEAT TYPE/FUEL...FORCED AIR DUC/ELEC | 1                   |
| Building Element | INSULATION...AVERAGE                 | 1                   |

Grantees' Address:

120 Rustic MANOR Ct.  
Lexington, S.C. 29072

TOGETHER, with all the singular 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 Grantee (s) hereinabove named and the Grantee (s) Successors and Assigns forever, so that neither the Grantors, nor their heirs nor any other person or persons claiming under them or by them, shall, at any time hereafter, by any way or means, have, claim, or demand, any right or title to the aforesaid premises or appurtenances or any part or parcel thereof, forever.

WITNESS, the Grantor (s) hand (s) and seal (s) this 11<sup>th</sup> day of June, in the year of our Lord, two thousand and four and in the two hundred and twenty-sixth year of the sovereignty and independence of the United States of America.

Signed, Sealed, and Delivered in the Presence of

Genie H. Porter  
[Signature]

Thomas Richard Pool (Seal)  
THOMAS RICHARD POOL

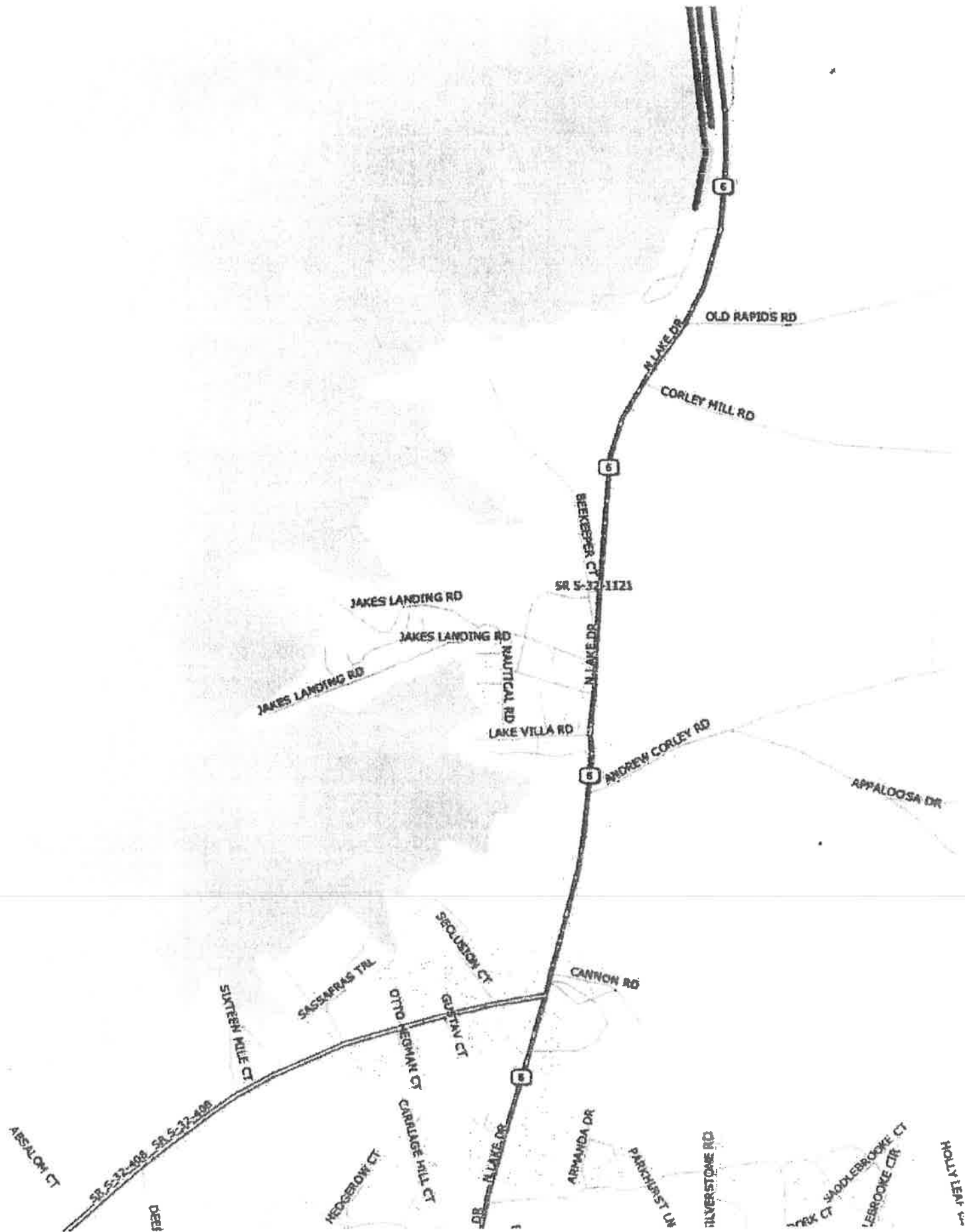
STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

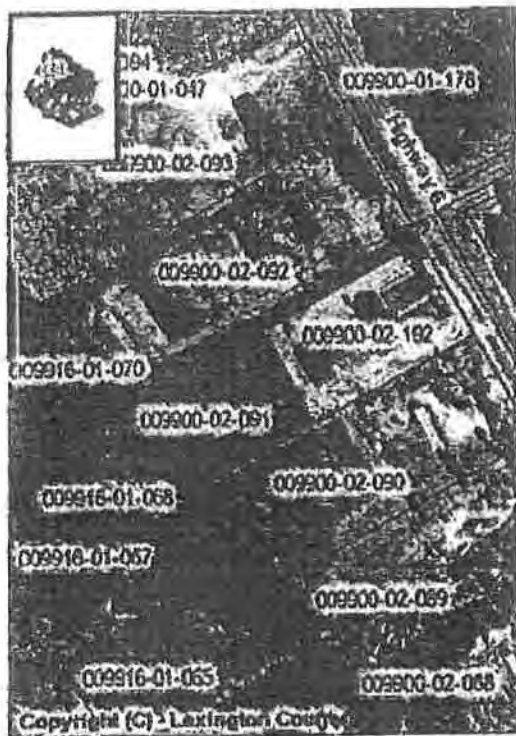
PERSONALLY appeared before me the below signed witness and made oath that s/he saw the above named Grantor sign, seal, and by her act deliver the within written Quit Claim Deed and that s/he with the below signed Notary Public witnessed the execution thereof.

SWORN TO BEFORE ME THIS 11<sup>th</sup>  
DAY OF JUNE, 2004

Genie H. Porter

[Signature] (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 3-5-2006





1605 North Lake DR

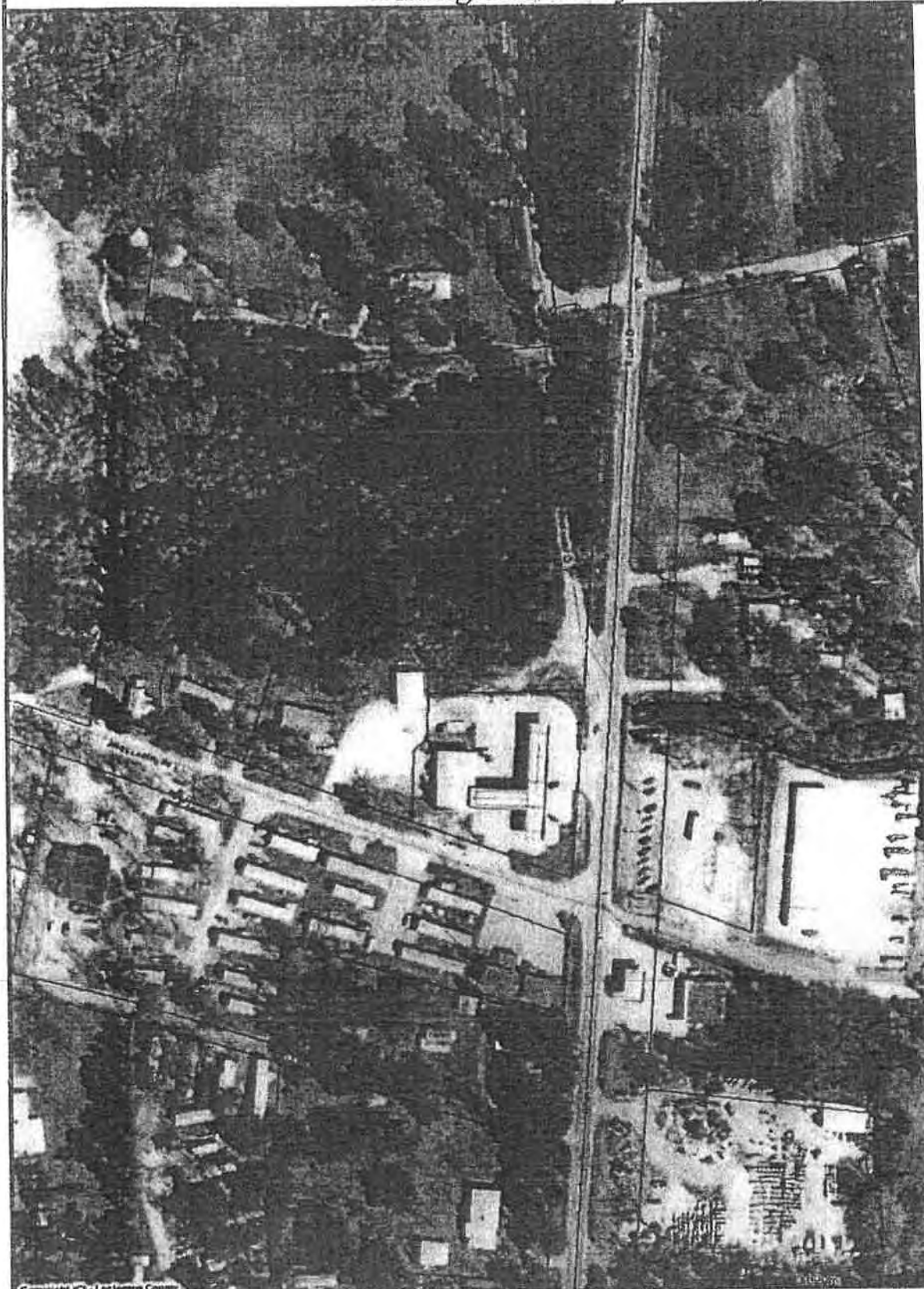
003418-01-008

.773 Acres

Deed Book + Page - 9338-91

158' Frontage

# Lexington County GIS Map

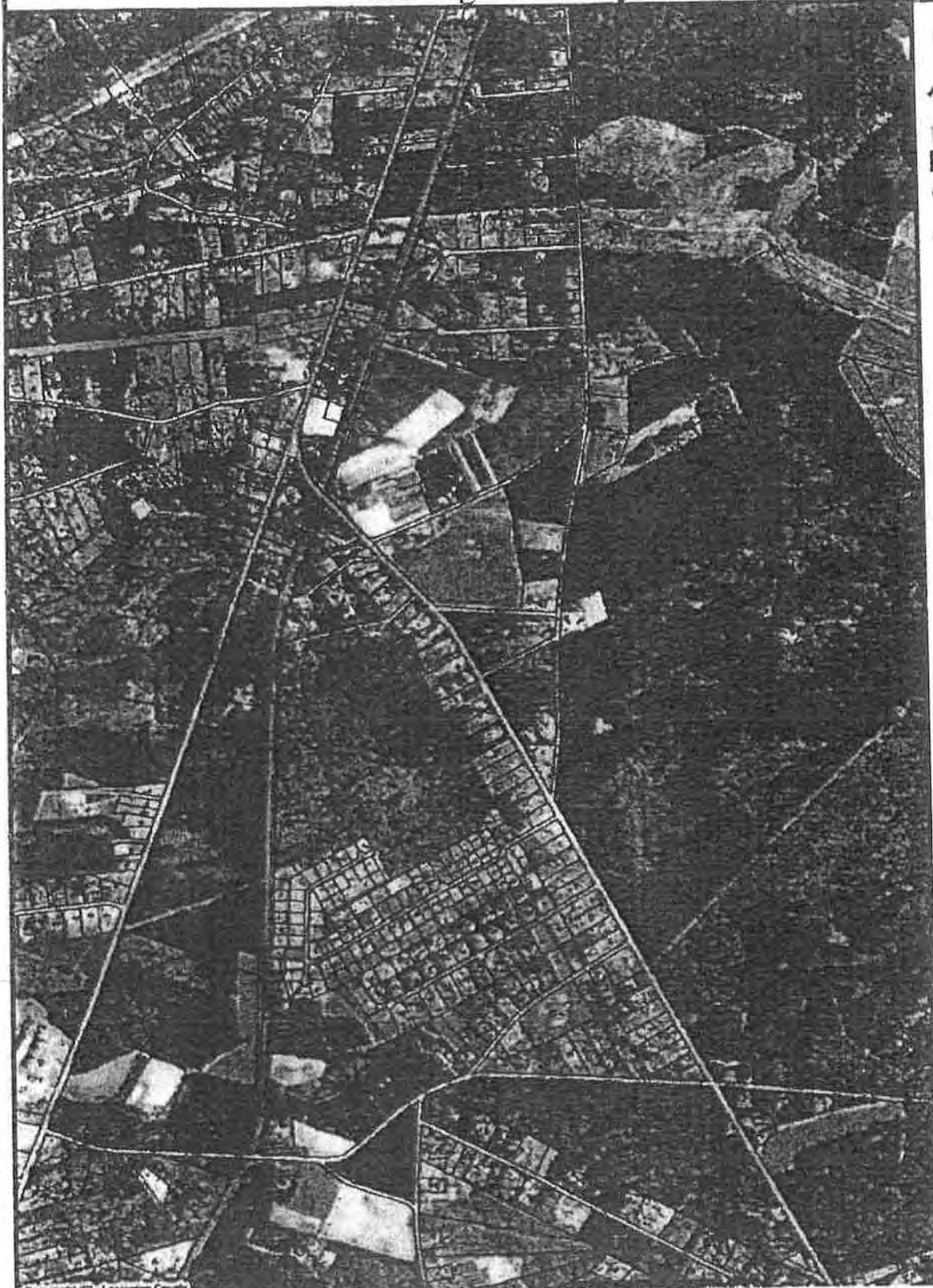


- Legend**
- Lake Murray
  - Landflow
  - Interstates
  - Arterial Roads
  - Collector Roads
  - Local Roads
  - Railroads
  - Streams
  - Ponds
  - Parcels
  - County Outline
  - Municipality
  - Incorporated Area
  - 2003 Aerials

Copyright (C) Lexington County

**DISCLAIMER:** Lexington County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. The reader should not rely on the data provided herein for any reason. Lexington County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

# Lexington County GIS Map



- Legend**
-  Highlighted Feature
  -  Selected Features
  -  Interstates
  -  Lake Murray
  -  Landowner
  -  Parcels
  -  County Outline
  -  Municipality
  -  Incorporated Area
  -  2003 Aerials

Copyright © 2003 Lexington County

**DISCLAIMER** Lexington County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. The reader should not rely on the data provided herein for any reason. Lexington County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

BS03

Document: 2007050772

Book/Page: R1130 - 3065

Date/Time: 6/29/2007 12:54:37 PM

BS-~~1230~~  
03

Book: 1230-3000

2007050772 06/29/2007 12:54:37 PM

Fee: \$10.00 County Tax: \$2112.00

Warranty Deed

ADVANCE AUTO

Two Notch  
Parklane

2007050772 Richard W. Rodden

Richland County RCD

GRANTEE'S ADDRESS: 145 Northwood Drive  
San Francisco, CA 94112

7030 Two Notch RD

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

SPECIAL WARRANTY DEED

AS used herein the term "Grantee A" shall mean MICHAEL BLASE SMITH and KATHLENE L. SMITH, as joint tenants with rights of survivorship and not as tenants in common, and the term "Grantee B" shall mean BRRC, LLC, a California limited liability company.

KNOW ALL MEN BY THESE PRESENTS, that HARTHOLL TWO NOTCH, LLC ("Grantor"), for and in consideration of the sum of Five Dollars (\$5.00) and other valuable consideration, to it paid by Grantee A and Grantee B (collectively "Grantees"), the receipt of which is hereby acknowledged, subject to the conditions, matters, and/or reservations herein set forth, if any, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release the below described property unto the said Grantees as follows, to-wit: a twenty percent (20%) undivided interest unto Grantee A and an eighty percent (80%) undivided interest unto Grantee B, said Grantee A and Grantee B being tenants in common.

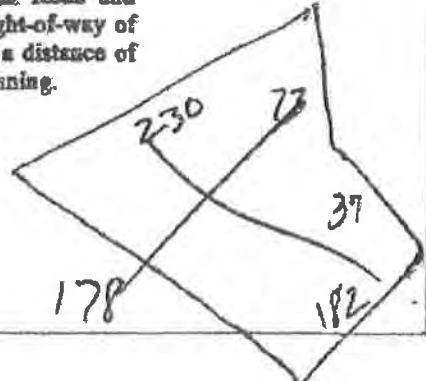
That parcel of land, with improvements thereon, situate in Richland County, South Carolina, containing 1.1570 acres on ALTA/ACSM Land Title Survey and Topographic Map Prepared for Hartholl Two Notch, LLC by Steadman & Associates, Inc. dated December 9, 2005, recorded in the Office of the Register of Deeds for Richland County in Book 1172 at page 1945, said plat being incorporated herein by reference, said property being more particularly described as follows:

BEGINNING at a rebar marker located on the southern right-of-way of Two Notch Road (U.S. Highway No. 1) and being approximately 1150 feet west of the centerline of Parklane Road/Decker Boulevard and thence turning and proceeding along property of Beaufort H. Cooper, et al in a direction of S43°25'21"E for a distance of 202.42 feet to a rebar marker located on the northern right-of-way of CSX Transportation; thence turning and proceeding along the northern right-of-way of CSX Transportation in a direction of S37°11'53"W for a distance of 242.00 feet to a rebar marker; thence turning and proceeding along property of Southwest FB V Limited Partnership in a direction of N33°41'51"W for a total distance of 269.77 feet to a rebar marker located on the southern right-of-way of Two Notch Road and thence turning and proceeding along the southern right-of-way of Two Notch Road in a direction of N53°40'34"E for a distance of 194.68 feet to a rebar marker, being the Point of Beginning.

3200'  
Main entrance6.8 to  
CBD

16904-02-01A

07403-63-33



2004/05/15 FILED, RECORDED, INDEXED  
05/15/2004 10:04:23 AM  
Fee \$6.00 Doc Fee \$0.00  
On Fee \$0.00 Page \$2  
Lexington County REC Debra M. Gentry  
REC # 933881

04-16053 & 04-16054

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT I,

THOMAS RICHARD POOL

hereinafter referred to as Grantor (s) in the State aforesaid, for and in consideration of the sum of FIVE and 00/100 DOLLARS (\$5.00) only

paid to the Grantor (s), receipt and sufficiency of which is hereby acknowledged at or before the sealing of these presents by

MARSHALL C. HARTMANN

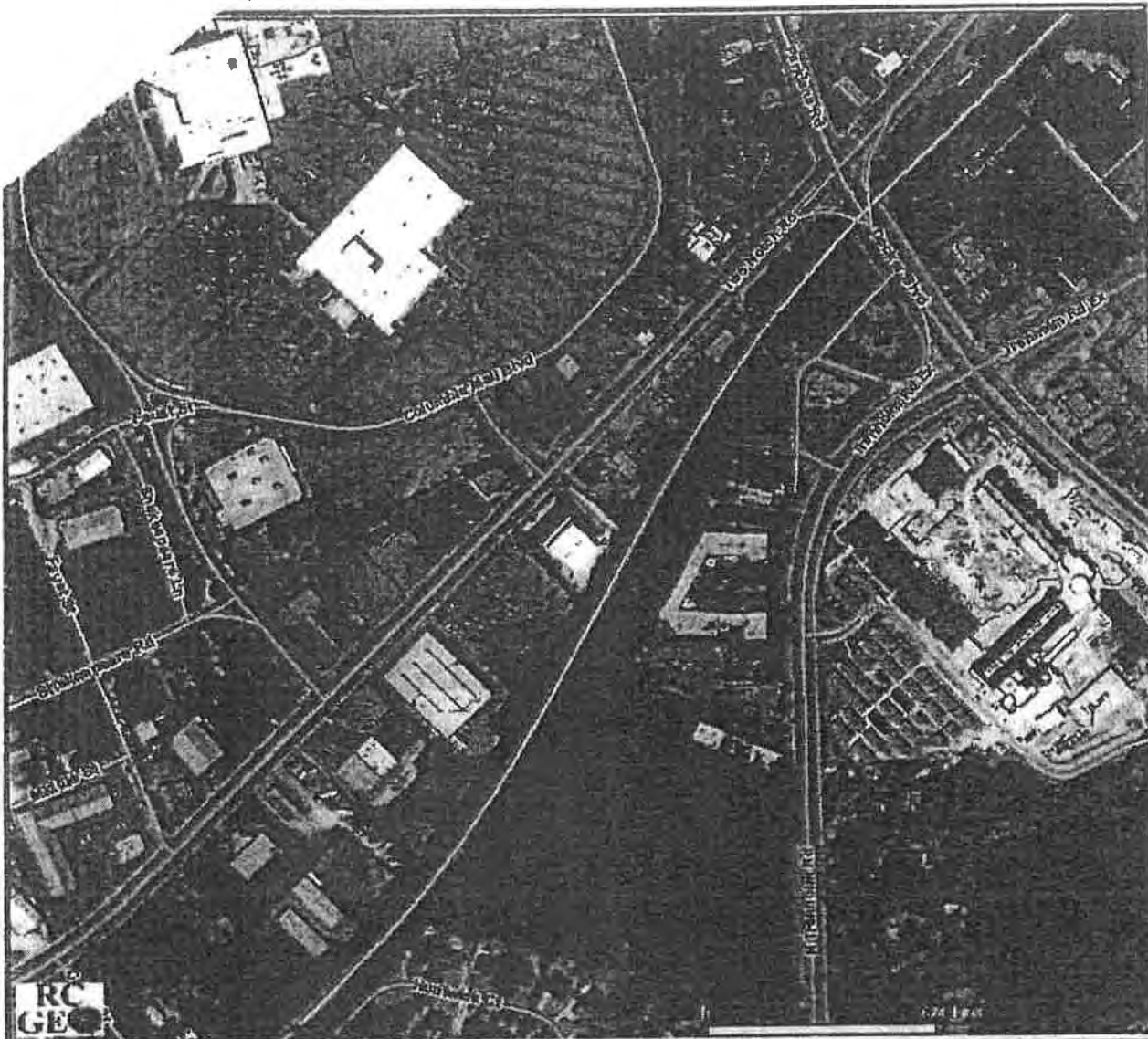
hereinafter referred to as Grantee (s) have granted, bargained, quit-claimed, and released and by these presents do grant, bargain, quit-claim and release unto the said:

MARSHALL C. HARTMANN, HIS HEIRS AND ASSIGNS FOREVER, ANY INTEREST WE MAY HAVE IN AND TO THE FOLLOWING DESCRIBED PROPERTY TOWIT:

All that certain piece, parcel, or lot of land, with improvements thereon, lying and being in the County of Lexington, State of South Carolina, and being shown and delineated as PARCEL 3-B CONTAINING 0.016 ACRE as shown on a plat prepared for Tom Pool and Richard Pool by Drafts Surveying, Inc., P.L.S. and recorded in the Register of Deeds Office for Lexington County in Plat Book 9385 page 80, with said parcels having such metes and bounds as are shown on said plat. The metes and bounds as shown on said plat are incorporated by reference herein.

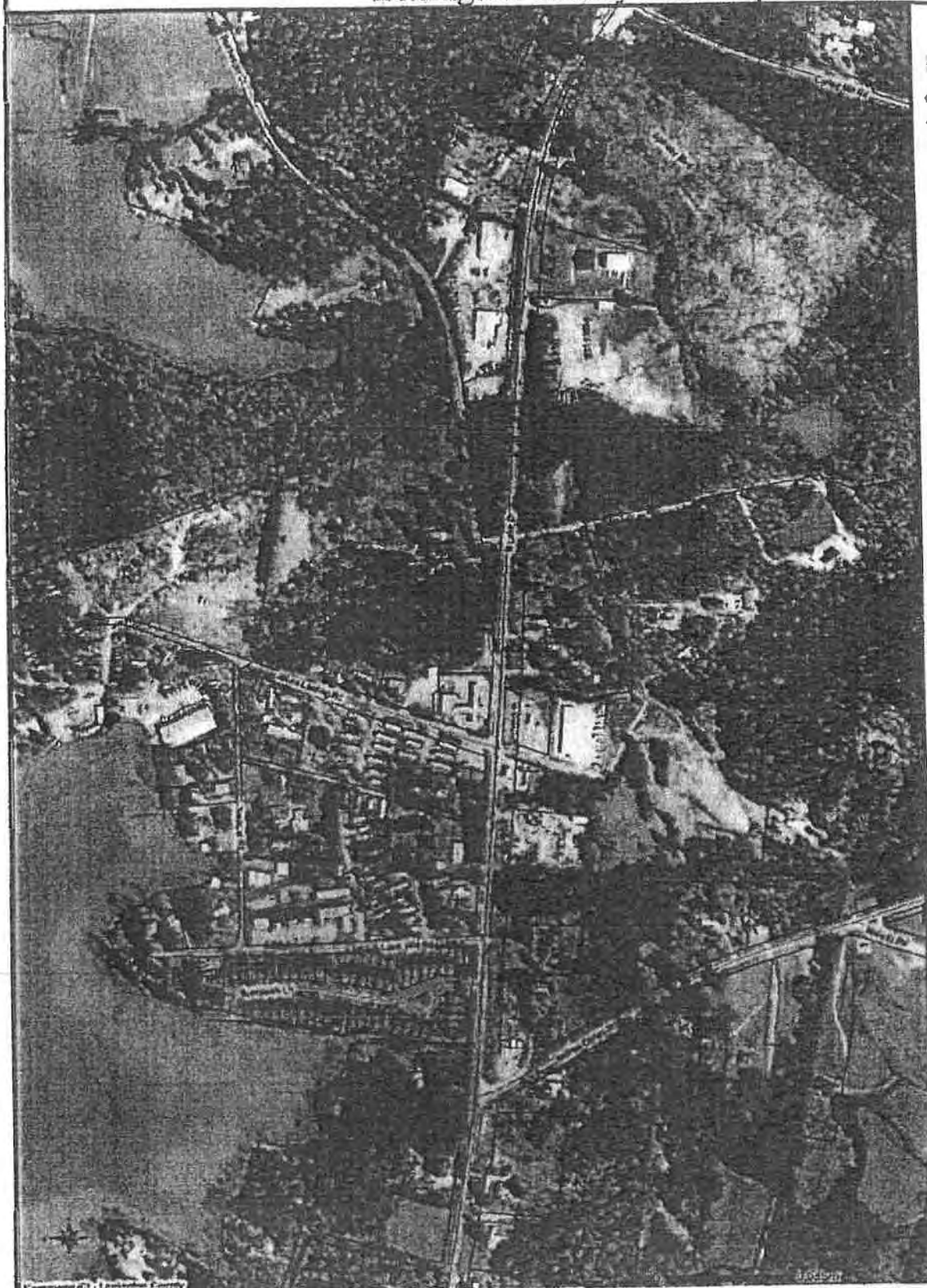
This being a portion of the property conveyed to the Grantors by deed of James David Carlisle, et al dated May 28, 2004 and recorded in the Register of Deeds for Lexington County in Record Book 9338 page 74.

TMS# 3400-01-101



|                                                                                                                                                                                                                                                                                                                                                                             |                                                                                           |                                                                                     |                                                                                                                                                                                                                           |                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                          | <p>Copyright 2008<br/>Richland County GIS<br/>2020 Hampton St.<br/>Columbia, SC 29204</p> |  | <h3>Legend</h3>                                                                                                                                                                                                           |                                                                                                                                                                                                  |
| <p><b>DISCLAIMER</b> This is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.</p> |                                                                                           |                                                                                     | <ul style="list-style-type: none"> <li>⬢ County Boundary</li> <li>▲ Private Schools</li> <li>▲ Public Schools</li> <li>● Police Stations</li> <li>● Fire Stations</li> <li>■ County Assets</li> <li>■ Daycares</li> </ul> | <ul style="list-style-type: none"> <li>↘ Streets</li> <li>◻ Buildings</li> <li>⬢ 2 Ft. Contours</li> <li>↘ Streams</li> <li>⊙ Lakes</li> <li>⬢ Council Districts</li> <li>⬢ Zip Codes</li> </ul> |
| <p><b>PROPRIETARY INFORMATION</b> Any resale of this information is prohibited, except in accordance with a licensing agreement.</p>                                                                                                                                                                                                                                        |                                                                                           |                                                                                     |                                                                                                                                                                                                                           |                                                                                                                                                                                                  |

# Lexington County GIS Map



- Legend**
- Lake Murray
  - Lake River
  - Interstate
  - Arterial Roads
  - Collector Roads
  - Local Roads
  - Railroads
  - Streams
  - Ponds
  - Parcels
  - County Outline
  - Municipality
  - Incorporated Area
  - 2003 Aerials

**DISCLAIMER** Lexington County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. The reader should not rely on the data provided herein for any reason. Lexington County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

12/29/2005 \$235,000 / 44,692 = \$5.25

1.026 AC = 44692

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF RICHLAND

3401 Broad River

KNOW ALL MEN BY THESE PRESENTS, That, **GOOD DAY ASSOCIATES, a S.C. GENERAL PARTNERSHIP**, hereinafter referred to as Grantor, in the State aforesaid, for and in consideration of the sum of Two Hundred Thirty-Five Thousand and 00/100 (\$235,000.00) Dollars, to it in hand paid at and before the sealing of these presents by the Grantor, below-named, the receipt whereof is hereby acknowledged, has granted, bargained, conveyed, sold and released, and by these presents does grant, bargain, convey, sell and release, unto **O'REILLY AUTOMOTIVE, INC., a Missouri Corporation**, its Successors and Assigns forever, whose address is 233 S. Patterson Avenue, Springfield, Missouri 65802, hereinafter referred to as Grantee, the following described said property:

SEE ATTACHED EXHIBIT A

06109-01-05

10.5 mi

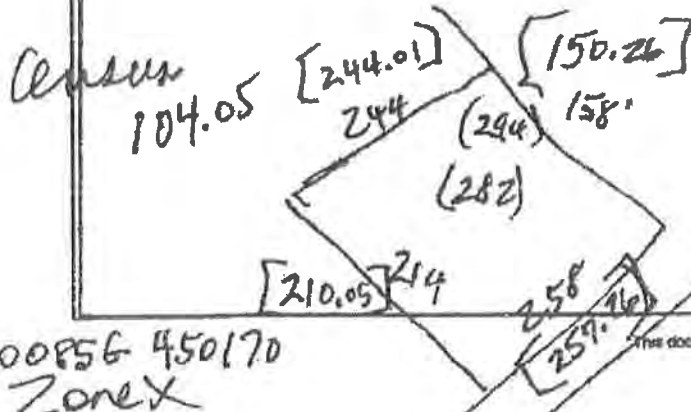
1.3 mi  
N I-2

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or otherwise incident or appertaining.

6.5 to  
LBD

TO HAVE AND TO HOLD all and singular the premises unto the said Grantee, its Successors and Assigns, forever.

And Grantor does hereby bind itself and its Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee, its Successors and Assigns, against Grantor and its Successors and Assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.



Book 1137-287  
200510804 12/29/2005 16:02:05:007  
Fee: \$16.00 County Tax: \$200.00 State Tax: \$611.00

200510804 John G. Hanks  
Richland County RCO

This document is not to scale

00856 450170  
Zone X

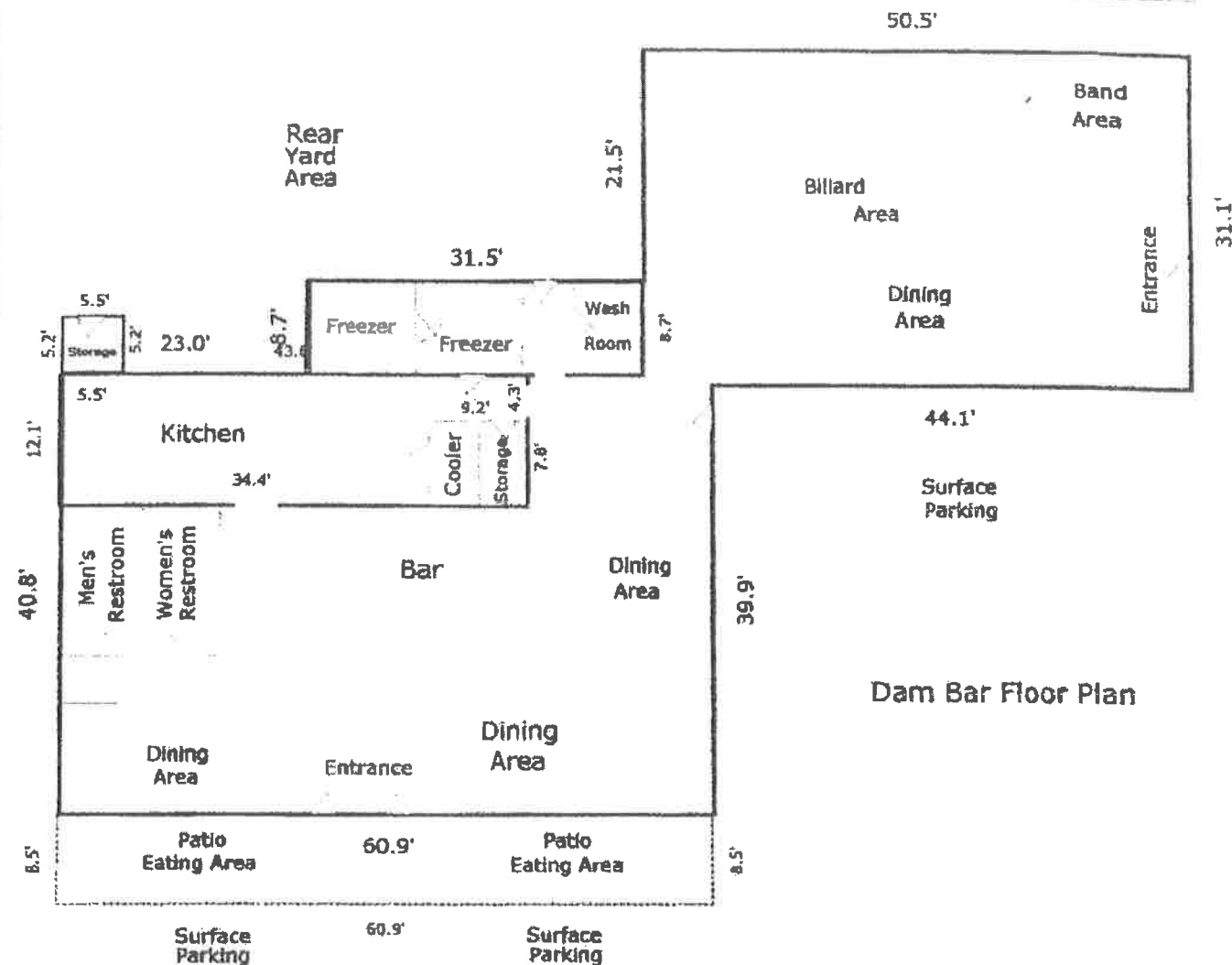
SUB

Borrower

Lender/Client

Appraiser Name

IMPROVEMENTS SKETCH



Comments

Scale: 1" = 15'

## AREA CALCULATIONS SUMMARY

| Code | Description           | Net Area | Net Total |
|------|-----------------------|----------|-----------|
| GLA1 | First Floor           | 4323.6   |           |
|      | Freezers plus Storage | -274.0   |           |
|      | Kitchen plus Freezer  | -527.6   | 3521.8    |
| P/P  | Front Patio Eating    | 517.6    |           |
| OTA  | Storage               | 20.6     | 20.6      |

## LIVING AREA BREAKDOWN

| Breakdown             | Subtotal |
|-----------------------|----------|
| First Floor           |          |
| 60.9 x 39.9           | 2429.9   |
| 106.8 x 0.9           | 94.2     |
| 21.8 x 50.5           | 1086.8   |
| 8.7 x 82.0            | 713.4    |
| Freezers plus Storage |          |
| 31.5 x 8.7            | -274.1   |
| Kitchen plus Freezer  |          |
| 12.1 x 43.6           | -527.6   |

AREA CALCULATIONS

03914-01-92 OR 93 L15TING B505 + LS06  
 LS04  
 LAKE MURRAY

Improved Listing No. 3

Property Identification

Record ID 59  
 Property Type Retail, Auto Service  
 Property Name AAA Auto Wash  
 Address 945 A 925 Lake Murray Blvd., Irmo, Richland County, South Carolina 29063  
 945

Sale Data

Grantor LMB Investments, LLC  
 Survey Date March 03, 2008  
 Property Rights Leased Fee  
 Conditions of Sale Cash to Seller  
 Sale History 10-16-2007 \$800,000 - Land Purchase  
 Verification Grantor

Listing Price

Cash Equivalent \$2,260,000  
 Adjusted Price \$2,260,000

Land Data

Land Size 0.870 Acres or 37,897 SF  
 Zoning GC, General Commercial  
 Topography Rolling  
 Utilities All Public

General Physical Data

Building Name Auto Service  
 Building Type Single Tenant  
 Gross SF 7,327

Year Built 2008

Income Analysis

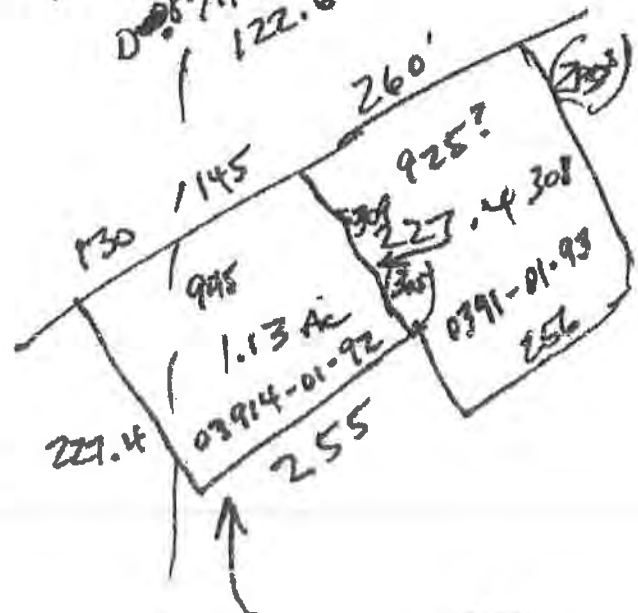
Potential Gross Income \$164,000  
 Effective Gross Income \$164,000  
 Expenses \$2,000  
 Net Operating Income \$162,000

Indicators

Sale Price/Gross SF \$308.45  
 Floor Area Ratio 0.19  
 Land to Building Ratio 5.17:1  
 Occupancy at Sale 100  
 Gross Income Multiplier 13.78  
 Eff. Gross Income Multiplier 13.78  
 Expenses/Sq. Ft. \$0.27  
 Overall or Cap Rate 7.17%  
 Net Operating Income/Sq. Ft. \$22.11

258 x 301 = 77,858  
 79,722

Land  
 1/2 foreclosed  
 0.87 AC = 122.6' FF



15.3 to July  
 1 mi - east Irmo  
 5 mi N of I-20

TMS ADDRESS BLDG ID BLDG SIZE Land SIZE SALE PRICE S/F

60805 450170

# SKETCH ADDENDUM

|                   |                  |         |          |
|-------------------|------------------|---------|----------|
| Borrower / Client |                  |         |          |
| Property Address  |                  |         |          |
| City              | County           | State   | Zip Code |
| Lender            | Margaret Burnett | 2067003 | 30       |

359,3976

570 6212

60  
40  
2400  
1500  
3900

30  
50  
1500  
4000  
400000

60 X 42  
30 X 50

180 =

1.8 million Gross

180,000/

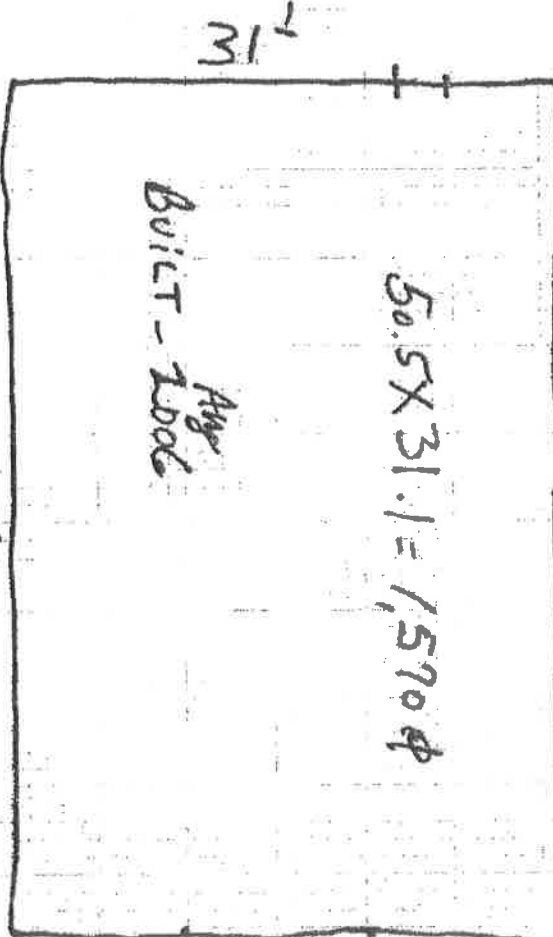
Cost -

800,000

11,000 to 12,000

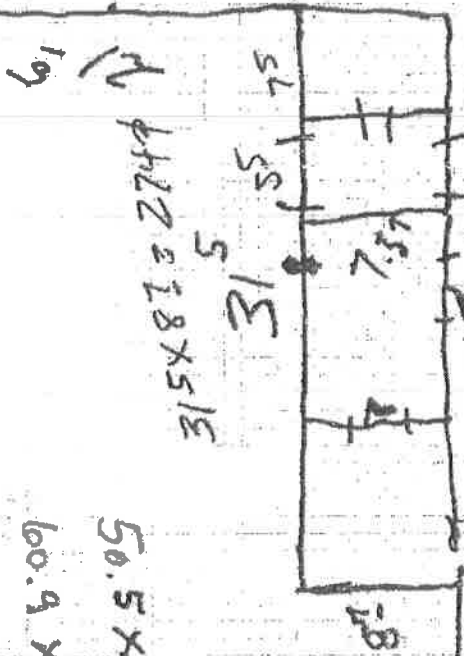
Marshall Hartmann  
206 7003

392



50.5

1,198,000 = 288



FUTIL  
Freeze  
7.81

60.9 X 41.1 = 2,502

1540  
2,1502  
4,072  
1,274  
11,5112

IS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE. All official records of the County and the Countywide elected officials are on file in their respective offices and may be accessed by the public at those offices.

#### Owner Information

Tax Map Number: A05914-01-93  
 Owner: LMB INVESTMENTS LLC  
 Address 1: PO BOX 117  
 Address 2:  
 Address 3:  
 City/State/Zip: COLUMBIA SC 29202  
 Property Location/Codes: S/S LAKE MURRAY BLVD

#### Tax Information

Year: 2009  
 Property Tax Relief: \$0.00  
 Local Option Sales Tax Credit: (\$1,055.00)  
 Tax Amount: \$17,140.00  
 Paid: Yes  
 Homestead: No  
 Assessed: \$48,000.00

#### Assessment Information

Year Of Assessment: 2009 Legal Residence: No  
 Tax District: 6TH Sewer Connection: CITY  
 Acreage Of Parcel: 0 Water Connection: CITY  
 Non-Agriculture Value: \$805,900.00 Agriculture Value: \$0.00  
 Building Value: \$0.00 Improvements: \$0.00  
 Taxable Value: \$805,900.00  
 Zoning: PD PLANNED DEVELOPMENT

#### Property Information

Legal Description: LOT A & B 312.5  
 137.4X125X307.8X120.3X137.4X #SU  
 Land Type: COMMERCIAL LAND

#### Sale History

| Current Owner Name  | Sale Date  | Vacant or Improved | Deed Book/Page | Sale Price   |
|---------------------|------------|--------------------|----------------|--------------|
| LMB INVESTMENTS LLC | 10/19/2007 | V                  | R1366/ 1709    | \$800,000.00 |
| HARRISON GROUP      | 10/21/1994 |                    | D1225/ 432     | \$0.00       |

#### Structure Information

| Building Number | Year Structure Was Assessed | Building Description | Actual Year Built | Number Of Bathrooms | Number Of Bedrooms | Total Number Of Stories | Heated Square Footage | Total Square Footage |
|-----------------|-----------------------------|----------------------|-------------------|---------------------|--------------------|-------------------------|-----------------------|----------------------|
|                 |                             |                      |                   |                     |                    |                         |                       |                      |

#### Structure Details

| Structure Type | Structure Description | Building Number |
|----------------|-----------------------|-----------------|
|                |                       |                 |

*No Changes*

Corley Mill Road & Mountain Laurel Court

Property ID: 15309403

Corley Mill Road & Mountain Laurel Court  
Corley Mill Road - APN #03518-01-001  
Lexington, SC 29072  
County: Lexington

Darren Bouknight

(803) 744-9819

**NAL Avant**

Commercial Real Estate Services, Worldwide



For Sale Active  
Primary Type: Land  
Commercial/Other (land)  
Date Last Verified: 1/11/2008  
Property ID: 15309403

Available Lots

| Lot # | Asking Price | Price Per         | Lot Size | Lot Type                | Status |
|-------|--------------|-------------------|----------|-------------------------|--------|
|       | \$237,837    | (\$304,919.23/AC) | 0.78 AC  | Commercial/Other (land) |        |

Additional Information

Property Description:

This .78 acre site is located near Hwy 378 at the I-20 interchange. It has city water and is zoned Lexington County ID.

Location Description:

Lexington, South Carolina

Water is available:

TaxID/APN:

Yes:

03518-01-001 (portion)

Sold \$67,000 AC -318-

APTS/comm

11/28 or 29/07

Ed Edwards  
PLACE, LLC

### COMPARABLE LAND SALE 5

Location: SW corner of Killian Road and I-77, Richland County, SC  
 Description: Future auto dealership site  
 Tax ID #: 17400-13-1  
 Grantor: Columbia NE Investments, LP/Seven Acre Cut, LLC  
 Grantee: Harley Investments, LLC  
 Date: 4-14-09 & 4-16-09  
 Deed Reference: 1512-3423 & 3430  
 Sale Price: \$4,383,000 (total)  
 Land Area: 518,010 SF; 11.89 acres  
 Price/Unit: \$8.46/SF; \$368,829 (average)  
 Zoning: M-1

**Comments:**

This sale includes 10.38 acres purchased from Columbia NE Investments, LP for \$350,000/acre and 1.51 acres purchased from Seven Acre Cut, LLC for \$750,000 or \$496,669/acre. The 1.51 acres extended the property to a future road and traffic light on Killian Road. The sellers will construct the road which will run along the west and southern perimeter of this site and extend to other lands owned by the sellers. The sellers will also extend all utilities to the site. This property is wooded with moderately rolling topography but has a good shape. The 10.38 acres has a small amount of wetlands at a rear corner. This property had been under contract for over one year.

### COMPARABLE LAND SALE 6

Location: N/side of Clemson Road between Longtown Road and Longreen Parkway, Richland County, SC  
 Description: Out parcel sales in Longtown Commons  
 Tax ID #: 17200-5-36, 38, 43 & 45  
 Grantor: Crescent Resources, LLC  
 Grantee: See below  
 Zoning: M-1, Light Industrial

**Comments:**

These are the closed sales within Longtown Commons. Lots 2, 5, 6, 7, 8 & 9 are corner parcels. These sites are rough graded and all utilities are available.

| Lot # | Date     | Deed      | Sales Price | SF     | Price/SF | Planned Use         |
|-------|----------|-----------|-------------|--------|----------|---------------------|
| 9     | 8/1/06   | 1240-712  | \$ 895,000  | 70,044 | \$12.78  | Bank branch         |
| 6     | 8/16/06  | 1220-3859 | \$ 800,000  | 50,965 | \$15.70  | Bank branch         |
| 4     | 10/29/07 | 1371-3669 | \$ 865,000  | 67,499 | \$11.57  | Asian restaurant    |
| 2     | 12/19/07 | 1386-1987 | \$1,300,000 | 73,616 | \$17.66  | Rite Aid drug store |
| 5     | 10/22/08 | 1471-1825 | \$ 750,000  | 50,965 | \$14.72  | Restaurant          |
| 8     | 12/11/08 | 1452-140  | \$ 700,000  | 64,904 | \$10.79  | Discount Tire       |
| 7     | 12/12/08 | 1484-1615 | \$ 600,000  | 33,541 | \$14.91  | Eye center          |



Instrument: 2009054254

Book/Page: R 11161: 222

Date/Time: 05/22/2009 10:03:28:285

Document: 01

corner Charter Oak  
Bi-Lo

Zoning ID

FF US 1 208'  
Depth 442

FF on  
Charter Oak

RECORDED FILED, INDEXED, SERIALIZED  
MAY 22 2009 10:03:28:285  
Lexington County, SC  
Deed Book 4150, Page 300  
Lexington County Clerk John R. Barker  
State of South Carolina

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

TITLE TO REAL ESTATE

45063C 023/G

2-9-2000

KNOW ALL MEN BY THESE PRESENTS, THAT, I, JOHN ROOF, in the State  
aforesaid, for and in consideration of the sum of Six Hundred Thousand and No/100(\$600,000.00)  
Dollars to me in hand paid at and before the sealing of these presents by GENTRY  
DEVELOPMENT, LLC, a South Carolina Limited Liability company, in the State aforesaid, the  
receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these  
Presents do grant, bargain, sell and release unto the said

Gentry Development, LLC, its Successors and Assigns:

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and  
being in the County of Lexington, State of South Carolina, and being more particularly shown  
and delineated as 2.07 Acres on a plat prepared for Gentry Development, LLC by Cox and  
Dinkins, Inc., dated June 14, 2006 and recorded in the Office of the Register of Deeds for  
Lexington County in Plat Book 4150 at Page 300, and shown therein as being bounded and  
measuring as follows: Beginning at an iron on the northern right-of-way margin of U.S.  
Highway No. 1 (Augusta Highway), thence running N07°12'33"W along property now or  
formerly of Gentry Development, LLC as shown on said plat for a distance of 442.15 feet to  
an iron; thence turning and running N84°33'36"E along property now or formerly of Mary C.  
Draffs for a distance of 176.34 feet to an iron; thence turning and running along the western  
right-of-way margin of Charter Oak Road, the following courses and distances: S11°07'06"E  
for a distance of 174.77 feet to an iron, thence S18°49'49"E for a distance of 130.47 feet to an  
iron, thence S22°43'44"E for a distance of 147.82 feet to an iron; thence turning and running  
S83°39'42"W along the northern right-of-way margin of U.S. Highway No. 1 (Augusta  
Highway) for a distance of 43.33 feet to an iron; thence continuing along U.S. Highway No. 1  
(Augusta Highway) S84°38'28"W for a distance of 208.33 feet to the iron being the point of  
beginning.

Also see slide 223 pg. 6

This being the same property conveyed to John Roof by Branch Banking and Trust Company  
of South Carolina f/k/a The Lexington State Bank by deed dated May 2, 1997 and recorded in  
the Office of the Register of Deeds for Lexington County on May 3, 1997 in Book 4150, page  
300.

TMS No. 004200-05-027

600,000  
2.07 AC

The Morris Law Firm  
Attorneys At Law  
3700 Forest Drive, Suite 406  
Columbia, South Carolina 29204

300,000/AC

This document not to be used

Zoning - Intensive Development - ID - 29072  
Naiavant, Com

Ben Kelley 254-0100

Site 1567

2.5 AC Ground lease only

#9/af. Price left \$7.00/af East Thruout

45063001446 2/9/2000

003698-03-110

1.48 AC - Angela Bell

157 Centa Medical Group PA

003698-03-076

1.37 AC - Robert A Reheart

003516-01-002

1.23 AC

375,000

003698-03-111

0.4 AC - William Lindsay

10730 @ 156

003698-03-019 1.12 AC - A Reheart, Helen B

166 Corley Mill Rd  
Harrison Family  
Real Estate

B Kelley @ Naiavant, Com Co  
Round about  
properties  
12/30/2005

Darren Bonbright - 1596 asking \$7.00/  
No sewer

Mountain  
Land Co. 78 AC city water - in County - ID  
Paced @ \$7.00

River chase Way - 42 AC

Fire Station Sale 1.43 \$7.00/af  
Mini Storage Site -

Anna - 9:30  
4th 405

Rideland 576-1890

730-180 1084

003516-01-003  
131 Corley Mill Rd  
HARRISON Family Real  
Estate Co.

2.59 AC

Total 578,000

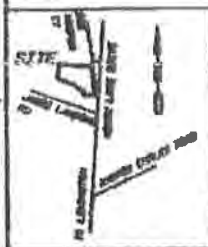
Page 4 of 10

INDEED, I AM THE OWNER OF THE PROPERTY UNDER AND I CLAIMED HEREON AS "A WIDOW" AND AS PROPERTY FOR THE POOR. ALTHOUGH FOR A FEW YEARS, AND THAT I ABOUT THIS AS AN AN UNDESIRABLE TYPE OF FREE COUNSEL, EXHAUSTIVE AND RECENTLY EXHAUSTIVE AS BEING IN THIS PLAT, AND CURRENTLY THIS ALL CURRENT STATE AND COUNTY (AND ON OTHER APPROPRIATE PLAT) "I THIS PROPERTY HAVE BEEN HERE.

2/2/03

Tom Pool  
NEW YORK, SEPTEMBER 27, 1964

1402270000  
 FOM POOL  
 RICHARD POOL  
 JUNE 01/1987  
 5150 ALABAMA LANE  
 WILSON NC 27604  
 919/251-4747



LOCATION MAP  
1" = 1500'

科學 部、 經 濟 貿 易 委 員 會、 工 商 部、

[illegible]

N.Y. N. E. STATION, INC.

PARCEL #  
753 AC.

PARCEL 2  
1.165 AC.

**PARCEL 3**  
**0.692 AC**

[illegible]

The following table shows the results of the survey for the year 1998. The data is presented in two columns: "Number of respondents" and "Percentage of total respondents".

| Category | Number of respondents | Percentage of total respondents |
|----------|-----------------------|---------------------------------|
| Male     | 10                    | 100%                            |
| Female   | 0                     | 0%                              |
| Other    | 0                     | 0%                              |
| Total    | 10                    | 100%                            |

LEXINGTON COUNTY  
PLANNING COMMISSION

FEB 21 2005

SUBDIVISION OF PROPERTY FOR  
TOM POOL, RICHARD POOL & JOE WATERS  
LOCATED IN LEXINGTON COUNTY, ARKANSAS

LOCATED BY LEONARD J. GUNY, ARIZONA GEMMINEER

陳維仁

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOREGOING MATERIALS PREPARED AND MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL STANDARDS BOARD FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND PERTAIN TO EXERCISE THE ABILITIES OF A CLASS B SURVEY AS SPECIFIED ABOVE.

AS PLAT OF S. 20 ACRES FOR SIO SPRINGS STATIONS INC. BY JAMES F. POLKINS DATED JANUARY 5, 1926, RECORDED IN LEACHMAN COUNTY PLAT BOOK 468, P. 46.  
 2. TRACTS A & PLAT FOR S. E. CRAWFORD, INC. S. 20 ACRES PLAT OF SIO SPRINGS STATIONS, INC. DATED FEB. 24, 1926. LAST RECORDED IN FILE WITH LEACHMAN COUNTY PLANNING AND DEVELOPMENT.  
 3. PLAT OF S. 20 ACRES FOR SIO & TOMBIGHEA A. JOHNSON BY JOHNSON & JOHNSON DATED JANUARY 8, 1926, RECORDED IN LEACHMAN COUNTY PLAT BOOK 468, P. 46.  
 4. PLAT OF S. 20 ACRES FOR S. E. WILLIAMS OWNED BY C. D. CHANDLER DATED SEPTEMBER 4, 1926, RECORDED IN LEACHMAN COUNTY PLAT BOOK 468, P. 46.  
 5. PLAT OF TRACTS A & B, CRAWFORD, INC. C. D. CHANDLER DATED APRIL 24, 1926, RECORDED IN LEACHMAN COUNTY PLAT BOOK 468, P. 46.  
 6. PLAT OF S. 20 ACRES FOR JAMES W. CRAWFORD, INC. BY JAMES W. CRAWFORD DATED JANUARY 5, 1926, RECORDED IN LEACHMAN COUNTY PLAT BOOK 468, P. 46.  
 7. A TRACT OF S. 20 ACRES FOR SIO SPRINGS STATIONS, INC. BY JAMES F. POLKINS DATED JANUARY 5, 1926, RECORDED IN LEACHMAN COUNTY PLAT BOOK 468, P. 46.

ACCORDING TO THE AIRMAIL FLIGHT INSURANCE POLICY, "FLIGHT INSURANCE RATE MAP", PAGES 6124  
6, 6126, FEBRUARY 2, 1960. THE ABOVE LOW LOSS RETURN FOR APPROPRIATE RATES LISTED ON AN  
INVOICE DATED 2.

FEBRUARY 24, 2003

DRAFTS SURKEYING INC.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08-21-2001 BY 60322 UCBAW

JAMES F. CRAFTS SOLE FINGER

# Lexington County GIS Map



**DISCLAIMER** Lexington County makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. The reader should not rely on the data provided herein for any reason. Lexington County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

COURT OF COMMON PLEAS  
11-CP-32-1205

FIRST RELIANCE BANK )  
 )  
Plaintiff(s) )  
VS. )  
 )  
CHARLES E. BISHOP, ET AL. )  
 )  
Defendant(s) )  
 )

2012/03/22 FILED, RECORDED, INDEXED  
2012-03-22 11:24 AM:300  
REC FEE: \$18.00 BY FEE: \$2366.00  
CU FEE: \$1001.00 Pages: 3  
Lexington County S.O.S. Debra M. Genter  
DEED BkPg 15418:228

DEED  
BY  
JUDICIAL  
ORDER OF THE  
MASTER-IN-EQUITY COURT

WHEREAS a foreclosure action involving the above named parties was decided by the Master-in-Equity Court by an Order of Reference from the Court of Common Pleas; and

WHEREAS the Master-in-Equity Court did Order and Decree on January 11, 2012, that the property hereinafter described should be sold at public sale by the said Court on the terms and for the purposes stated in the Order and Decree of the said Court; and

WHEREAS the Master-in-Equity Court after public advertisement of the said property as required by law, openly at public auction, sold the said property for the highest bid received to Bentley's Beach House, LLC on March 7, 2012, for the sum of nine hundred ten thousand and 00/100 (\$ 910,000.00) Dollars.

NOW, I, the undersigned as Judge of the Master-In-Equity Court for Lexington County, in consideration of the sum of nine hundred ten thousand and 00/100 (\$ 910,000.00) Dollars, paid to the said Court, the receipt of which is hereby acknowledged, have granted bargained, sold and released, and by these presents, do grant, bargain, sell and release unto the said Bentley's Beach House, LLC it's successors and assigns:

#### DESCRIPTION OF PROPERTY

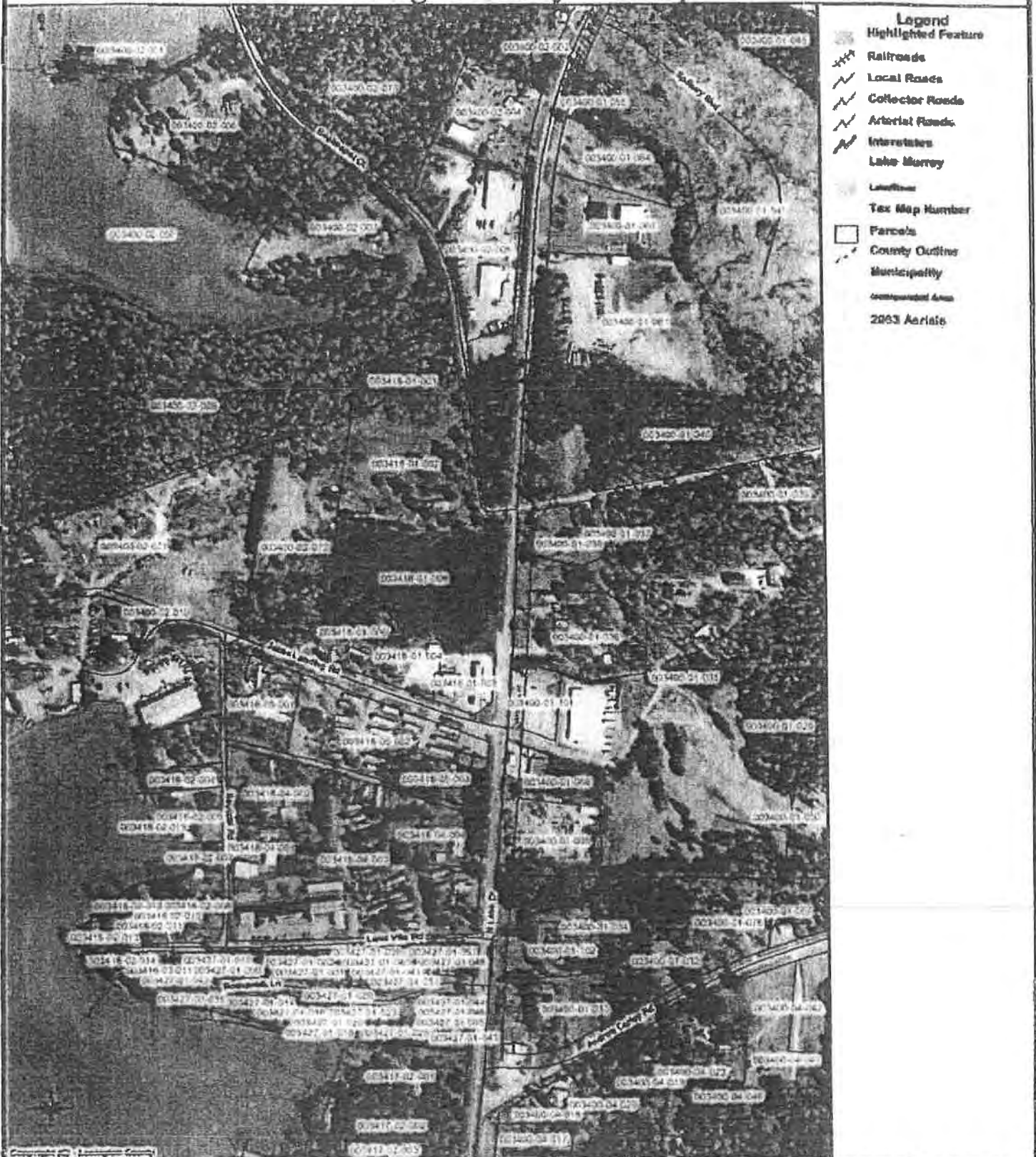
All those certain pieces, parcels, or lots of land, with improvements thereon, lying and being in the County of Lexington, State of South Carolina, and being shown and delineated as Parcel 3 containing 0.692 acre, Parcel 3-A containing 0.058 acre, Parcel 3-B containing 0.016 acre and Parcel 3-C containing 0.007 acre, as shown on a plat prepared for Tom Pool & Richard Pool by Drafts Surveying, Inc., RLS, dated February 21, 2003 and recorded in the Office of the Register of Deeds for Lexington County, South Carolina in Record Book 9335, at page 80, and having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein by reference.

Derivation: Parcel 3-A containing 0.058 acre being property conveyed to Marshall C. Hartmann by deed of Gary D. Renaud and Faye L. Renaud, recorded June 15, 2004 in Record Book 9338, at page 87 and by Quit-Claim deed of RE-Stations, Inc., recorded June 15, 2004 in Record Book

9338, at page 89, in the Office of the Register of Deeds for Lexington County, South Carolina.

Derivation: Parcel 3-B containing 0.016 acre being property conveyed to Marshall C. Hartmann by deed of Thomas Richard Pool, recorded June 15, 2004 in Record Book 9338, at page 91, in the Office of the Register of Deeds for Lexington County, South Carolina.

# Lexington County GIS Map



**DISCLAIMER:** Lexington County makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the database information provided herein. The reader should not rely on the data provided herein for any reason. Lexington County explicitly disclaims any representations and warranties, including, without limitation, the implied warranty of merchantability and fitness for a particular purpose.

Together with all and singular the Rights, Members, Heridiments and Appurtenances to the said premises belonging, or in anywise incident or appertaining; and all the estate, right, title, claim and interest whatsoever of the parties to the cause aforesaid, and each of them, in and to the same, and of all other persons rightfully claiming from, under, or by these or any of them.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the said Bentley's Beach House it's successors and assigns.

IN WITNESS WHEREOF, I, the said Judge of the Master-In-Equity Court for Lexington County, under and by virtue of the aforesaid Order and Decree, have here unto set my hand and seal, this 27th day of March, 2012 in the two hundred and thirty-fifth year of the sovereignty and independence of the United States of America.

Signed, Sealed and Delivered  
in the Presence of

Hart R. Faircloth  
Rhonda Driggers

James O. Spence  
Judge, Master-in-Equity Court  
For Lexington County

STATE OF SOUTH CAROLINA)  
COUNTY OF LEXINGTON)

I, Rhonda Driggers, do hereby certify that Judge James O. Spence personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 27th day of March 2012.

Rhonda Driggers  
Notary Public for South Carolina  
My Commission Expires: 10/28/2018

ENTER IN GRANTOR INDEX: 1. Judge of the Master-in-Equity for  
Lexington County

2. B&H of Lexington, LLC

GRANTEE'S ADDRESS: 1605 N. Lake Dr.  
Lexington, S.C. 29072

3/20

Bldg

I Hop 813 St Andrews Rd  
R 06008-01-21

David B Gordon to  
Shir Young Hawang

Sold 11/9/2010 \$1,875,000 \$402.53/sf

Built 1994 Wood frame flat Roof

Bldg Size 4,658 Gross

Zoned GC on .66 Acres

Deed 1644 / 2575

**Identification of the Appraised Property**– The subject is identified as a 0.773 acre (33,671 square foot) site with improvements consisting of a one-story commercial building containing a total of 4,163 square feet of gross but heated space and surface parking for 37 automobiles. The improvements are being used for commercial retail use known as Bentley's Beach House, a neighborhood bar and grill restaurant. The improvements consist of 3,635 square feet of bar and restaurant space (including restrooms); 528 square feet of kitchen and cooler space; 161 square feet of freezer space; 518 square feet of unenclosed front porch (dining area); and 29 square feet of outside but attached storage space.

**Location of the Appraised Property**– 1605 North Lake Drive, Lexington , South Carolina 29071. The Bentley House is located on the west side of North Lake Drive and one lot north of its intersection with Jakes Landing Road. The restaurant is just south of the Lake Murray dam which connects Irmo, SC with Lexington, SC. The subject is part of a peninsula that extends from North Lake Drive on the southeast corner of Lake Murray.

**Legal Identification of the Appraised Property**– The property is identified as the assemblage of several lots; lots 3, 3A, 3B, & 3C on a plat recorded in Plat Book 7933 at page 167, Lexington County Court House, Registrar of Deeds.

**Tax Map Identification**– The Lexington County Tax Assessor identifies the subject, after its assemblage, as Lot 008, Block 01 on TMS 003418 (TMS 003418-01-0008). The Assessor shows the subject to be 4.11 acres but places no values on the land or building in 2013. The previous record shows the Tax Assessor places values on the total property at \$312,360, land at \$101,020 and building at \$211,340. The total assessment is \$18,740 or 6 percent.

**Zoning of the Property**– The property is zoned id, ID, Intensive Development, which allows the current use as a bar. The Land Use Code indicated by the county is "Bar/Nightclub." The subject lies in an unincorporated area and is controlled by the county zoning ordinances. The subject is located with frontage on North Lake Drive, which is an arterial road.

**Flood Zone and FIRMap**– The subject is not in a 100 year flood zone as shown on FIRM 45063C 0138 G and dated 02/09/2000. The subject is within a Zone X.

**Brief Neighborhood Description**– The subject is within a commercially developing area between the Lake Murray Dam to the north and a 100 percent corner to the south identified as US 378 and State Rout 6 intersection. This commercial area has strong commercial influences from both Lexington and Irmo. The land surrounding the subject is developed with neighborhood uses and some is vacant, ready for development. The area is increasing in property values.

**Brief Description of the Site**– The subject is now at street grade with a 4 foot drop at the rear of the site. The site has frontage of 158 feet on North Lake Drive. The site has approximately 266 feet of depth on the north boundary and 187 feet of depth on the south boundary. The site is void of trees and land area not under the building is paved surface parking. There is only one curb cut. I was not furnished with a survey or plat but relied upon the aerial provided through the Lexington County Tax Map.

Land  
2.5 AC with Rail Franchise

005627-05-012

005626-09-08 > Fronts Augusta Rd

4245 Augusta Road, Lex

Sold #265,000

Michael J Otis, et al Sold to Lester Newton

Sale price #106,000 At 2.43 sf

Zone 1DD

check Deed 14999/201

Aug 2-2011

2.43/sf

development of this vacant site. Other assumption and limiting conditions are listed as follows:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated. Any plats, maps or photographs in this appraisal assignment are used merely to help the reader visualize the property and its surroundings and are not certified to be accurate.
3. Certain information in this appraisal assignment was furnished from sources believed to be reliable; however, such information is not guaranteed to be correct, although it has been checked insofar as possible and is believed to be correct and no warranty is given by the appraiser.
4. It is assumed that the utilization of the land and improvements is within the boundaries of property lines of the property described and that there is no encroachment or trespass unless noted in the report. No survey of the subject property was made or caused to be made by me, and no responsibility is assumed for the occurrence of such matters.
5. A visual inspection of the subject site was made and all engineering is assumed to be correct. The plot plans and illustrative materials in this report are included only to assist the reader in visualizing the property and to show the reader the relationship of its boundaries. The appraiser is not a construction engineer and is not responsible for structural or cosmetic deficiencies in the improvements. This appraisal assignment assumes that there are no structural or cosmetic inadequacies, unless otherwise noted in the report, associated with any of the subject improvements.
6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal assignment. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal assignment.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. Real estate investment has a high degree of risk, and performance and success are

Excess 1.753 Ac 25,000

Income - \$1,200,000  $\frac{1.165}{.692}$  200,000

@ 8% occupancy = 96,000  $\frac{\text{FFIE } 100,000}{1,040,000}$

Cap Rate @ 9% 1,066,000

Excess land 3.3 Ac = Bldg 715,000  
@ 75,000 225,000

Deduct for inadequate parking

mbt-

4,163

37 Autos

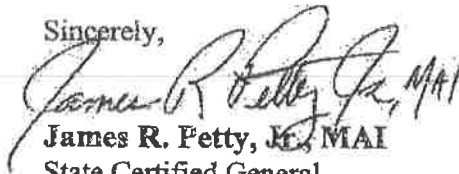
\$255/06 = 1,061,000

Include Excess Land for Parking

Final \$1,000,000  
AT least

4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, and I have not deviated from the USPAP Standards under the Departure Provision. My analyses, opinions, and conclusions were also developed, and this report was prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
6. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
7. I am currently certified under the continuing education program of the Appraisal Institute.
8. I have made a personal inspection of the property that is the subject of this report.
9. No one provided significant professional assistance to the person signing this report. No one provided significant professional assistance to the person signing this report.
10. The estimate of market value in the appraisal report is not based in whole or in part upon the race, color or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
11. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in approval of a loan.

Sincerely,

  
James R. Petty, Jr., MAI  
State Certified General  
Real Estate Appraiser CG167  
Inspecting Appraiser

**RECEIVED**

**Jan 28 2021**

**SC Court of Appeals**

---

**CERTIFICATION BY COUNSEL**

---

I, the undersigned counsel, does hereby certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted this 28<sup>th</sup> day of January 2021.

/s Paul B. Ferrara, III

Paul B. Ferrara, III

SC Bar No. 70511

8887 Old University Blvd. Suite 200

North Charleston, SC 29406

(843) 569-5511/ (843) 569-5411 fax

paul@ferraralawfirm.net

Attorney for Appellant