December 1, 2009

Sylvester Guess Drew, Jr PO Box 6 Jacksonboro, SC 29452

Re: Ted Nettles, Jr. and Janell Nettles

Dear Mr. Drew:

Please be advised that on November 30, 2009 Mr. and Mrs. Nettles have completed their purchase of the property on Camp Road. As you are aware during the last several months their attempts to reach an agreement with you were unsuccessful.

It is our intention to file suit within the next several weeks in the Court of Common Pleas to determine the rights of all parties. Since this litigation will probably take a few years to resolve, we would like to continue with them having key access to the property. However, should you take any action to interfere with their access, we will seek an injunction.

Mr. and Mrs. Nettles will be your neighbors and do not seek this confrontation, but you have left them with no alternative. If you want to offer a viable settlement you or your legal representative may contact this office within the next two weeks.

With kind regards, I remain

Yours truly,

**BRUSH LAW FIRM** 

Thomas H. Brush

THB/tm

cc: file

## McLEOD, FRASER & CONE

W. J. McLEOD, JR. (1906-1994) DONALD H. FRASER PEDEN B. McLEOD GEORGE W. CONE

THOMAS I. HOWARD J. REAVES McLEOD ASHLEY H. AMUNDSON ATTORNEYS AT LAW 111 E. WASHINGTON ST. P.O. DRAWER 230 WALTERBORO, S.C. 29488-0003

TELEPHONE (843)549-2516 ..... TELECOPIER (843)549-2306

January 4, 2010

Thomas H. Brush Attorney at Law P.O. Box 31459 Charleston, SC 29417

Re: Scooter Drew to Nettles Easement

MFC File No: 32930-08

Dear Tommy:

I have met with my clients, Scooter and Deborah Drew, concerning the above referenced easement and this is what they would like to propose: They would be willing to grant an ingress-egress easement as well as for utilities to Mr. and Mrs. Nettles as shown in red on the attached sketch. Basically the easement would follow the fire break all the way to the edge of the little field of grass and then across the existing dam. We have information that this existing dam was how the previous owners accessed this property. Mr. Drew has talked to a wetlands expert and he has advised Mr. Drew that this location for the easement would have the least impact on the environment and also would be the least expensive route since the dam is already established except for a few breaks which would need to be filled in. The expert further advised Mr. Drew that this would be the location where a permit would most likely be granted.

Mr. Drew has given the Nettles a key and a verbal license to use the existing road to access their property until this matter is resolved or he revokes the same.

Mr. Drew believes that any cost associated with installation of this easement should be the responsibility of Mr. and Mrs. Nettles.

I look forward to hearing from you in the near future.

Very truly yours,

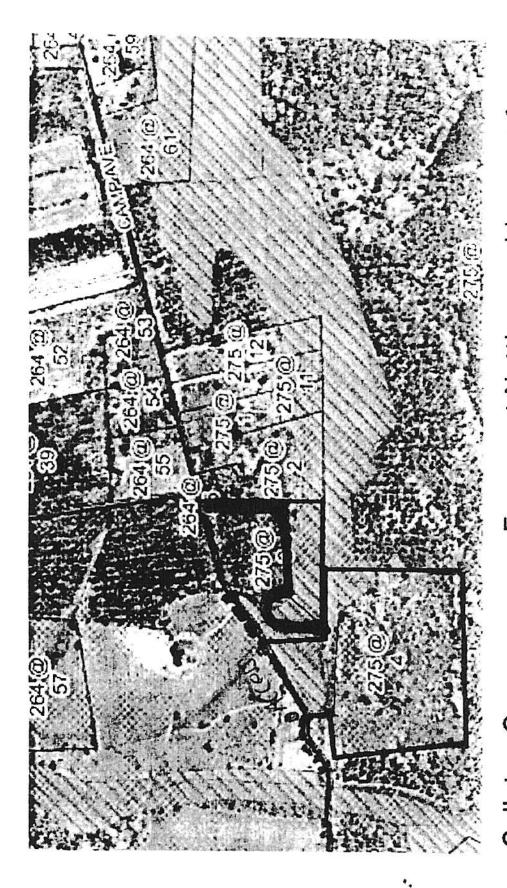
MCLEOD, FRASER & CONE

Thomas I. Howard

TIH:ksw Enclosure

CC: Scooter and Deborah Drew





Colleton Co. Floodplan Office

Easement Nettles would accept from Drew at 100% Drew expense

Brush Law Firm

Thomas H. Brush J. Chris Lanning

Phone (843) 766-5576



12-A Carriage Lane P.O. Box 31459 Charleston, South Carolina 29417

Fax (843) 766-9152

January 11, 2010

Thomas I. Howard Attorney at Law 111 E. Washington Street Walterboro, SC 29488

Re: Scooter Drew to Nettles Easement

Dear Tom:

I have spoken with my clients and we have done considerable research into the existing road prior to them buying the property. Since the road is listed as a county road it would be best for the Colleton County to assume their responsibility to maintain the road.

We realize he that Mr. Drew wants to claim the road as his, but we don't think his claims would prevail against the County or the State. A lawsuit against him, Colleton County and the SCDOT would let everyone know their obligations and rights. We have no objection to another road but my clients are not going into the road building business when there is an existing one. If Mr. Drew wants to get the permits and put in a new road they will use it instead of Camp.

Over the past few months we felt a lawsuit would be necessary, but decided to try and reach a settlement. Unless he is going to build the new road or remove his blockade and allow the County to do its job, I don't think we can reach a workable compromise.

With kind regards, I remain

Yours truly,

BRUSH LAW FIRM

Thomas H Brush

THB/tm cc: client

www.brushlawfirm.com

## McLEOD, FRASER & CONE

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January 25, 2010

Thomas H. Brush Attorney at Law P.O. Box 31459 Charleston, SC 29417

Re: Scooter Drew to Nettles Easement

MFC File No: 32930-08

Dear Tommy:

I have met with my clients, Scooter and Deborah Drew, concerning your letter of January 11, 2010.

They have decided to get some estimates as to how much it would cost to put in a road as drawn on the sketch we provided you in our earlier letter, and then decide whether they would be interested in paying the cost of building a road.

I will let you know in the near future of their decision.

Very truly yours,

MCLEOD, FRASER & CONE

Thomas I. Howard

TIH: ksw

CC: Scooter and Deborah Drew