

**GEORGE J. MORRIS**  
ATTORNEY AT LAW

116 CHURCH STREET, SUITE ONE  
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TELEPHONE: (843) 722-3218  
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gjmorrisatty@comcast.net

September 7, 2007

Michelle P. Forsythe, Esq.  
Query, Sautter, Gliserman & Price, LLC  
147 Wappoo Creek Drive, Suite 202  
Charleston, South Carolina 29412

Re: Marsh Winds et al vs Bushy's LLC

Dear Michelle:

Enclosed is a copy of the Order in Resolution of Case Nos. 06-CP-10-4008  
and 06-CP-10-4009.

Furthermore, enclosed is a copy of my letter to the Clerk of Court with  
regard to the Exhibits. I believe this concludes this matter.

Sincerely,

  
George J. Morris

GJM:mse  
Enc.

RECEIVED  
9/10/07

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September 7, 2007

The Honorable Julie J. Armstrong  
Office of the Clerk of Court  
100 Broad Street, Suite 106  
Charleston, South Carolina 29401

Re: Bushy's LLC #1 vs. Marsh Winds Homeowners Association a/k/a Marsh  
Winds Owners Association, Inc., et al  
Case Nos. 06-CP-10-4008 and 06-CP-10-4009

Dear Julie:

Please find enclosed for filing with the Court Exhibits A, B, and C which should have been attached to the Order in Resolution of Case Nos. 06-CP-10-4008 and 06-CP-10-4009 which was previously issued out of the Court. I believe that these Exhibits were not with the aforesaid Order when it was submitted to the Court and I enclose these Exhibits in duplicate so they can be attached and inserted in each case file.

Should you have any questions, please feel free to contact me.

Sincerely,

  
George J. Morris

GJM:mse

Enc.

Cc: Michelle Forsythe, Esq.

# QUERY SAUTTER GLISERMAN & PRICE, LLC

ATTORNEYS AND COUNSELLORS AT LAW

THE WAPPOO CENTRE  
147 WAPPOO CREEK DRIVE, SUITE 202  
CHARLESTON, SOUTH CAROLINA 29412

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O. GRADY QUERY  
MICHAEL W. SAUTTER  
BENTLEY D. PRICE  
MICHÈLE PATRÃO FORSYTHE

OF COUNSEL  
SAUL GLISERMAN  
LICENSED IN SC AND MA

October 1, 2007

Karen Colie  
Marsh Winds Home Owners Association  
PO Box 1693  
Johns Island, SC 29457

RE: Bushy's v. Marshwinds

Dear Karen:

Enclosed please find a letter from George J. Morris along with the Order in Resolution of the referenced matter.

Additionally, please accept this letter as an invoice for services in the amount of \$5,000.00. Please remit to the address above at your convenience.

Please contact our office with any questions or comments.

Thank you.

Sincerely,



Tracey O'Brien  
Assistant to Michele Patrao Forsythe

Enclosure

SUMMERVILLE OFFICE  
107 WEST 5<sup>TH</sup> NORTH STREET  
SUMMERVILLE, SC 29484  
TELEPHONE 843.821.3000  
FACSIMILE 843.821.2359

## Legal Report on Settlement

Easement and Order of Resolution were signed and the lawsuit dismissed in accordance with agreed upon stipulations approved at the Annual Membership Meeting granting the Board the right to proceed in its settlement.

- The Association secured the easement for the pool drain behind Building 2.
- Bushy's LLC has granted a temporary easement to the existing crab dock.
- Bushy's LLC is required to apply for a permit for a new crab dock within forty-five days.
- The insurance settlement in the amount of \$28,931.00 withheld by the Association was granted to Bushy's LLC in the amount of \$23,931.00 with reflects \$5,000 allocated to the Association to assist in legal fees incurred.
- All lis pendens against Bushy's LLC are released by the Association.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT  
CASE NO. 06-CP-10-4008

BURRY'S LLC #1 )

Plaintiff, )

-versus- )

MARSHWINDS HOMEOWNERS )  
ASSOCIATION a/k/a MARSHWINDS )  
OWNERS ASSOCIATION, INC., ALAN )  
PALMER, WILLIAM KENNEDY )  
TAYLOR, III, DANNY W. LARGE, )  
PAMELA J. LARGE, DEBORAH L. )  
FORTNUM, CHRISTOPHER G. )  
FORTNUM, and JOSEPH P. WESPISER, )

Defendants. )

ORDER IN RESOLUTION OF  
CASE NOS. 06-CP-10-4008 and  
06-CP-10-4009

BURRY'S LLC #1, )

Plaintiff, )

-versus- )

MARSH WINDS HOMEOWNERS )  
ASSOCIATION a/k/a MARSH WINDS )  
OWNERS ASSOCIATION, INC., )

Defendant. )

CASE NO. 06-CP-10-4009

2007 SEP -5 PM 12:04  
CLERK OF COURT  
FILED

WHEREAS, the Plaintiff above named is represented by George J. Morris and John M. Bleeker, Jr., attorneys and the said Plaintiff is the owner of a certain tract of land designated at Tract B pursuant to a plat, a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Defendants are represented by the firm of Query, Sautter, Gliserman & Price, LLC, attorneys and said Defendants have an interest in Tract A as depicted on the aforesaid plat; and

**WHEREAS**, the parties hereto, by and through their undersigned attorneys, have reached a settlement of the above styled suits as follows:

**FIRST:** The Plaintiff agrees to build a dock of like size and character for the benefit of Marshwinds Homeowners Association on land known as Tract A on the plat aforesaid in a location as near the lot line of Tract B as can be permitted subject to approval of the location and design by Marshwinds Homeowners Association, reference being had to a plat depicting Tracts A and B as attached hereto. The Plaintiff will apply for a permit within forty-five days from the date of the execution and filing of this Order and the dock shall be completed within ninety days from the date of the issuance of the permit as applicable thereto unless delay is caused outside of the control of the Defendant herein.

**SECOND:** Until such time as the dock had been completed, the Plaintiff grants unto the Defendant, Marshwinds Homeowners Association and its members, an easement for the use and enjoyment of the existing dock located on Tract B. This easement shall be extinguished upon completion of the new dock as set forth hereinabove. Until the contemplated dock is completed on Tract A, Marsh Winds Homeowners Association and the Plaintiff, or their successors, shall have the mutual obligation to maintain the dock presently on Tract B for the benefit of those persons having an ownership interest in Tract B as well as all members of the homeowners association as residents on Tract A. At such time as the dock is completed, a Certificate of Completion shall be filed in the RMC Office for Charleston County as executed on behalf of Bushy's LLC #1, its successors and/or assigns and on behalf of the Defendant Marsh Wind Homeowners Association, its successors and/or assigns.

**THIRD:** In the event a dispute arises between the parties as to the location or design of said dock to be built on Tract A, or with regard to the maintenance of the dock presently on Tract B, this Court will retain jurisdiction to resolve any such disputes.

**FOURTH:** The Plaintiff agrees to grant unto Marshwinds Homeowners Association a non-exclusive easement, same being approximately ten (10') feet in width to allow for the repair and maintenance of existing drain lines for the swimming pool existing at Marshwinds on Tract A. It is understood that the drain lines extend to a retention pond on Tract A shown on Exhibit A attached hereto, which said retention pond will be for the mutual use and benefit of the parties hereto, their agents, members, heirs, successors and/or assigns and said retention pond shall be jointly maintained by the Plaintiff and the Defendant Homeowners Association as aforesaid, their agents, members, heirs, successors and/or assigns.

**FIFTH:** The easements contemplated herein shall be in the form as those attached hereto as Exhibits B and C and are incorporated herein.

**SIXTH:** The Defendants, their agents, members, heirs, successors and/or assigns shall cancel any Lis Pendens nor file any Lis Pendens regarding Tract B as may pertain to the above referenced actions.

**SEVENTH:** Upon the execution and filing of this Order and upon the Plaintiff filing the easements as aforesaid in the RMC Office for Charleston County, the Defendants, in conjunction therewith, shall cause to be paid to Bushy's LLC #1 and its attorneys, namely George J. Morris and John M. Bleeker, Jr., the sum of \$23,931.37 in satisfaction of any and all claims outstanding as against the Defendants above named with regard to repairs to the property of the Defendants.

**EIGHTH:** This settlement agreement resolves any and all claims as may pertain to the above captioned actions.

**NINTH:** This Court shall retain jurisdiction of the parties hereto and the subject matter hereof so as to enforce the terms and provisions of this settlement agreement to include remedies of specific performance and the issuance of such Orders or Judgments as may be appropriate and

the parties shall be responsible to comply therewith and be subject to the contempt powers of this Court as pertinent thereto.

IN ACCORD with the foregoing settlement, the outstanding suits, the subject of this Order, together with all claims arising thereunder or pertinent thereto are hereby ended and dismissed with prejudice.

AND IT IS SO ORDERED with this Court adopting the settlement agreement as hereinabove set forth as the Order of this Court with the parties to abide thereby.

*Thomas D. Knighton, Jr.*  
JUDGE, Court of Common Pleas

Charleston, South Carolina

29 day of Aug. 2007

WE JOINTLY MOVE:

*George J. Morris*  
George J. Morris, Attorney for Bushy's LLC #1

Query, Sautter, Gliserman & Price, LLC

*[Signature]*  
Attorneys for Defendants

*[Signature]*