

Bowmen
 PLAINTIFF(S)

Alexander
 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 _____

FILED
 2013 MAR - 1 PM 12:45
 JULIE J. ARMSTRONG
 CLERK OF COURT
 BY _____

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 : _____

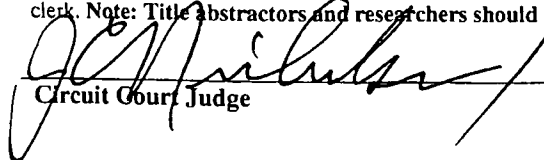
INFORMATION FOR THE JUDGMENT INDEX

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)
N/A		\$
		\$
		\$

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


 Circuit Court Judge

2117
 Judge Code

3/1/13
 Date

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Larry S. Bowman,)

Plaintiff,)

vs.)

M. Donald Alexander and Old Dominion, LLC,)

Defendants.)

IN THE COURT OF COMMON PLEAS

Case Number: 2008-CP-10-7245

ORDER¹

FILED
2008 MAR - 1 PM 12:45
JULIE J. ARMSTRONG
CLERK OF COURT

Plaintiff commenced this action by filing a Summons and Complaint on December 22, 2008. In his Complaint, the Plaintiff (hereafter "Bowman") sought specific performance of a Settlement Agreement, which the parties entered into following mediation on September 10, 2007, prior to either party filing suit.

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Bowman also sought damages for breach of contract. As his Second Cause of Action, Bowman sought the dissolution of Old Dominion Plantation, LLC, in which he shared ownership with the Defendant M. Donald Alexander (hereafter "Alexander").

In his Answer, Alexander, denied that Bowman was entitled to specific performance of the Settlement Agreement and denied breach of contract.

Alexander contended that the Settlement Agreement could not be enforced, and

alleged it violated the terms and conditions of the Conservation Easement, which applies to the property owned by Old Dominion Plantation, LLC, and which is held by Ducks Unlimited / Wetlands America Trust (hereafter "Ducks Unlimited").

In his Counterclaim, Alexander seeks specific performance of the terms and requirements of the Conservation Easement. He alleges Bowman has violated his obligations under the easement and breached the terms of the Settlement Agreement. Alexander further alleges that he is entitled to damages.

On October 4, 2011, Bowman filed and served a Notice withdrawing his First Cause of Action for specific performance of the Settlement Agreement. At trial, Bowman sought to have the Court appoint a Receiver to dispose of the LLC's assets and liabilities, and to dissolve Old Dominion Plantation, LLC. Alexander opposed the sale of assets and the dissolution of Old Dominion Plantation, LLC, and contended the Court should enforce the Settlement Agreement of September 10, 2007.


ISSUES

1. Whether Bowman is entitled to an Order appointing a Receiver to dispose of the assets, determine and settle the liabilities of Old Dominion Plantation, LLC, and thereafter, to proceed with the dissolution of Old Dominion

Plantation, LLC.

2. Whether Bowman is entitled to an Order requiring an accounting of the assets and liabilities of Old Dominion Plantation, LLC, as well as the obligations of Bowman and Alexander to Old Dominion Plantation, LLC.
3. Whether Alexander is entitled to an Order requiring specific performance of the Conservation Easement, which applies to Old Dominion Plantation, LLC.
4. Whether either party is entitled to damages for breach of the Settlement Agreement of September 10, 2007.
5. The Venue Motion was dealt with verbally prior to trial.

BACKGROUND OF DISPUTE

 Bowman and Alexander are both physicians in South Carolina; Bowman is an orthopaedic surgeon in Seneca, and Alexander is a cardiologist in Columbia. Bowman and Alexander have been friends for many years, since their days in medical training.

In 1995, Bowman and Alexander agreed to purchase Old Dominion, a 647-acre plantation on Edisto Island in Charleston County. In 1998, Bowman and Alexander entered into a Conservation Easement with Ducks Unlimited. In 1999, Bowman and Alexander agreed to purchase an additional 78 acres from Nature Conservancy, which included the existing Conservation Easement.

Subsequently, a dispute developed between Bowman and Alexander concerning their use and respective ownership rights in the plantation property owned by Old Dominion Plantation, LLC. The dispute ultimately resulted in mediation, and a signed Settlement Agreement, dated September 10, 2007.

Bowman filed this action on December 22, 2008.

ISSUE 1

Whether Bowman is entitled to an Order appointing a Receiver to dispose of the assets, determine and settle the liabilities of Old Dominion Plantation, LLC, and thereafter, to proceed with the dissolution of Old Dominion Plantation, LLC.

DISCUSSION

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Bowman contends a deadlock has occurred between the owners of Old Dominion Plantation, LLC, and that he is entitled to an Order dissolving the limited liability company. The Uniform Limited Liability Company Act outlines certain procedures for actions brought by members of a limited liability company.

SC Code Ann. §33-44-410(a) enables a member to maintain an action against the limited liability company or another member “for legal or equitable relief, with or without an accounting” to enforce, in pertinent part:

- (1) The member’s rights under the Operating**

Agreement;

- (2) The member's rights under this Chapter; and**
- (3) The rights that otherwise protect the interests of the member, including rights and interests arising independently of the member's relationship to the company.**

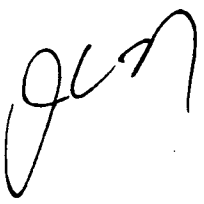
SC Code Ann. §33-44-801 sets out the events requiring the dissolution of a limited liability company, and the winding up of a company's business, including in pertinent part:

- (4) on application by a member or a disassociated member, upon entry of a Judicial Decree that: . . .**
 - (c) It is not otherwise reasonably practical to carry on the company's business in conformity with the Articles of Organization and the Operating Agreement; . . .**
 - (e) the managers or members in control of the company have acted, are acting, or will act in a manner that is unlawful, oppressive, fraudulent, or unfairly prejudicial to the Petitioner;**



A member's right to seek dissolution of a Limited Liability Company under S.C. Code Ann. §33-44-801 was recognized in Historic Charleston Holdings, LLC v. Mallon, 381 S.C. 417, 673 S.E.2d 448 (2009). The Supreme Court found, ". . .the LLC Act grants broad judicial discretion in fashioning remedies in action by a member of an LLC against the LLC and/or other members." Id. at 428, 454.

Alexander contends Section 33-14-300 of the South Carolina Business Corporation Act governs the dissolution of a Limited Liability Company. S.C. Code Ann. §33-14-300 provides a Court may grant judicial dissolution to a shareholder if it is established that:


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- (i) **the directors or those in control of the corporation are deadlocked in the management of the corporate affairs, the shareholders are unable to break the deadlock, and irreparable injury to the corporation is threatened or being suffered, or the business and affairs of the corporation can no longer be conducted to the advantage of the shareholders generally because of a deadlock. . .**

A member's right to seek dissolution of a limited liability company because of a dispute or deadlock among members has been recognized by other Courts. See

49 A.L.R. 61; Dickson vs. Rehnke, 164 Cal. App. 4th 469, 78 Cal. Rptr.3d 874 (Cal. App. 3 Dist. 2008).

FINDINGS OF FACT

After considering the testimony and exhibits, and observing the demeanor of the parties during testimony, I find, by the greater weight of the evidence, the following facts:

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1. Beginning in the year 2000, the parties began experiencing difficulties in working out the use of their jointly-owned property. Bowman and his family often encountered Alexander and his family, when they visited the plantation. Because of their conflicts in usage, and Bowman's belief that Alexander was dominating the property, the parties agreed to use the property on alternate weeks. Bowman contends that on many occasions, Alexander or members of his family were present on the property during a week designated for Bowman.
 2. When the parties were unable to solve their conflicts concerning the use of the plantation property, they began discussing a possible division of the property. For an extended period of time, Bowman searched for other similar property to purchase so that he could sell his interest in Old Dominion, LLC


to Alexander. This solution did not materialize.

3. In addition to the controversy over the use of the plantation property, the parties encountered difficulties concerning management of the property. At an area of the plantation property known as Picnic Point, Alexander performed significant work; road work, eliminated trees, constructed a dock, and had electricity run to the dock, all without the agreement or consent of Bowman. Alexander also constructed an addition to a barn without agreement or consent of Bowman.
4. The testimony indicates Bowman and Alexander could only agree that they were in conflict, and Old Dominion Plantation, LLC's operating agreement required mediation in such a circumstance.
5. The parties agreed to hire Thomas J. Wills, IV, Esquire, a Charleston, South Carolina attorney and mediator, to mediate their differences. The parties initially entered into mediation without legal representation. The mediation lasted for several months, and resulted in the mediator recommending a division of the plantation property. The mediator further recommended the parties obtain attorneys to help them work out such a division.
6. The mediation was held before Mediator Wills in Charleston, South Carolina, on September 10, 2007. Bowman was represented by attorneys

Michael D. Glenn and John W. Fields, and Alexander was represented by attorneys Randolph Murdaugh, III and Leonard Krawcheck. The mediation resulted in a signed Settlement Agreement (Pl's Ex. 3). The Settlement Agreement provides the parties shall attempt to obtain the permission of Ducks Unlimited for a legal division of the plantation property as depicted upon aerial photos attached to the Settlement Agreement.

7. The testimony reveals that controversy between Bowman and Alexander continued following the execution of the Settlement Agreement. Pursuant to the Settlement Agreement, the parties employed a surveyor to survey the property and produce a plat for the division of the property. Another dispute developed after Alexander instructed the surveyor to draw a crucial line in a way which was different from that shown on the aerial photograph, which was a part of the Settlement Agreement. Alexander also asked the surveyor to include an easement in his favor, which was also contrary to the Settlement Agreement. Ultimately, the surveyor resurveyed the property and produced a new plat in conformity with the aerial photographs and the Settlement Agreement. Thereafter, Alexander stopped payment on his check to the surveyor for his one-half of the cost for the survey.
8. The Settlement Agreement was submitted to Ducks Unlimited for


consideration. By letter dated March 26, 2008, Ducks Unlimited notified the parties it would not approve a legal division of Old Dominion Plantation but would review the matter on an on-going basis. Ducks Unlimited indicated it was willing to review biological evidence, such as a study from a consulting wildlife biologist or other similar report, presenting a management plan wherein the biological integrity of the property would still be protected in the future, under a division of the property.

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9. Bowman suggested the parties retain Williams Land Management Company to conduct the biological survey. Kenneth Williams, of Williams Land Management Company, conducted the original survey, which resulted in the existing easement. Again the parties disagreed, and were unable to agree upon a consulting wildlife biologist.
 10. On one occasion, Bowman called Alexander to inform him that he was mailing a contract submitted to hire Williams Land Management Company. Bowman then sent the contract to Alexander by certified mail. Alexander refused to accept the certified mail, and pointed out in his Answer to the Complaint that he was not obligated to accept it.
 11. On December 30, 2010, Alexander wrote a letter to Coy Johnston agreeing to proceed with the survey with the assistance of Kenny Williams, of Williams

Land Management Company.

12. On March 2, 2011, Mr. Johnston wrote a letter to the parties making a recommendation for submission of the management plan to Ducks Unlimited. He recommended both Bowman and Alexander be willing to give up certain rights to high-ground property, which they have under the existing easement. The evidence shows that Bowman immediately agreed to Johnson's recommendations. However, Alexander objected and refused to go forward; he did not want to give up his rights under the existing easement.
13. That disagreement continued until October 4, 2011, when the attorney for Bowman filed his Notice with the Court withdrawing his request for specific performance of the Settlement Agreement, and indicating he intended to proceed with his request to dissolve Old Dominion Plantation, LLC.
14. Shortly thereafter, on October 7, 2011, one of the attorneys for Alexander wrote to Ducks Unlimited officials requesting approval of the legal division of the property, and recommended a division which had never been presented to, nor approved by Bowman. Bowman's attorney then wrote Ducks Unlimited officials requesting they not make a decision, pending a decision of the Court in this case.
15. In addition to the parties' inability to agree upon having an environmental

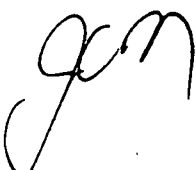
survey, problems concerning the use of the plantation property continued. Alexander acknowledged entering a barn, on a portion of the property designated for Bowman, to remove personal property. Alexander also acknowledged cutting a fence and using a dike to move equipment, claiming he was trapped when a public road flooded. Both the fence and the dike were located on property designated for Bowman in the Settlement Agreement. Thereafter, Alexander filed a plat on a portion of the property with the Charleston County RMC's Office, without the agreement or permission of Bowman. Alexander then constructed a building on the property, again without permission or agreement.

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16. Bowman testified the continued conflicts over use of the plantation property, the inability of the parties to agree to accomplish the necessary survey to present to Ducks Unlimited concerning a legal division of the property, and their inability to agree on a procedure for presenting a plan of division to Ducks Unlimited, clearly demonstrates the deadlock between the parties continued to the date of trial. Bowman testified ten (10) years of conflict with Alexander indicates the parties simply cannot cooperate in any way.
 17. Bowman further testified the legal division of the property, as set out in the Settlement Agreement, requires the cooperation of the parties regarding their

continued joint-ownership of the Picnic Point area. The Settlement Agreement also requires the parties employ a third party to maintain the property, with each party contributing \$5,000.00 per year for upkeep, "or such amount both parties agree is necessary". The Settlement Agreement provides disputes regarding maintenance of the pier and/or the roads at Picnic Point will be finally determined by binding Arbitration.


- JM
18. Due to past and present conflicts between the parties, Bowman testified that he believes future conflicts will be a certainty, which will ultimately be inherited by the children of the parties. For that reason, Bowman withdrew his request for specific performance of the Settlement Agreement and now seeks dissolution of Old Dominion Plantation, LLC.
 19. In his testimony, Alexander acknowledged many conflicts as described by Bowman prior to the mediated Settlement Agreement. In his Answer, Alexander acknowledged the parties were deadlocked at the time of the mediation. However, Alexander disputes Bowman's view of the difficulties since the mediation.
 20. Alexander testified he was always willing to proceed with seeking a legal division of the plantation property, but did not do so because the proposed employment contract by Williams Land Management Company included a

hold harmless clause. However, the allegations of Alexander's Answer and Counterclaim indicate otherwise. His Answer contends the 2007 Settlement Agreement is illegal because it violates the terms of the existing Conservation Easement. Alexander denies Bowman was entitled to specific performance of the Settlement Agreement. In his Counterclaim, Alexander seeks specific performance of the terms and conditions of the Conservation Easement, not the Settlement Agreement, as he contended in his testimony.

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21. The Court finds the long standing disputes between Bowman and Alexander, limited liability company members, amounts to a deadlock in the conduct of the business of the LLC and the use of its property. As a result, Alexander has engaged in conduct related to the company's business that makes it not reasonably practical to carry on the company's business between Bowman and Alexander. I also find that Alexander's conduct in the disputes between the parties has resulted in his acting in a manner that is oppressive or unfairly prejudicial to Bowman under the provisions of S.C. Code Ann. §33-44-801.
 22. The Court finds continued efforts seeking approval from Ducks Unlimited regarding a division of the plantation property and a reduction in home sites, will only add to the deadlock in operating Old Dominion Plantation, LLC.
 23. The Court finds the only practical and reasonable solution is to sell the

plantation property. As the Conservation Easement presently exists, the Court finds it is virtually impossible to divide the real property without a deadlock. Dissolution is necessary because of the easement in addition to the nature of Old Dominion Plantation, LLC's business.

CONCLUSION

 The testimony and evidence before the Court clearly shows the parties have experienced a great deal of conflict concerning their ownership of Old Dominion Plantation, LLC as well as the real property it owns in Charleston County. Since 2001, the parties have been in conflict concerning the use and management of the plantation property and the LLC. Even after reaching an agreement at mediation, it took the parties four (4) years to agree on a method of proceeding with the legal division of their property. Finally, when the parties received a report which could have provided a path for the legal division, they continued to disagree with going forward. The evidence shows that just eighteen (18) days before trial, Alexander agreed to proceed with seeking a legal division, and then submitted a plan without the agreement or consent of Bowman. Therefore, I find a deadlock exists between the members of Old Dominion Plantation, LLC.

The relief sought by Bowman is in accord with the provision of S.C. Code

Ann. §33-44-410. Bowman seeks equitable relief with an accounting as to Old Dominion Plantation, LLC's business to enforce his rights under the Operating Agreement and his rights under the Uniform Limited Liability Company Act. S.C. Code Ann. §33-44-801(4) provides for dissolution and winding up of a company's business on the application by a member or a dissociated member, upon entry of a judicial decree. Therefore, I find the controversy between Bowman and Alexander demonstrates it is not reasonably practical to carry on the Old Dominion Plantation, LLC's business in conformity with the Articles of Organization and the Operating Agreement. See S.C. Code Ann. §33-44-8-1(4)(c). I also find the actions of Alexander are unfairly prejudicial to Bowman, and he is entitled to dissolution. See S.C. Code Ann. §33-44-801(4)(e). The business affairs of Old Dominion Plantation, LLC can no longer be conducted to the advantage of the members because of the deadlock.

Alexander asserts that S.C. Code Ann. §33-14-300(i) controls Judicial Dissolution. I find that that Section is not applicable here. It applies to business corporations and its shareholders.

I find that Bowman is entitled to an Order requiring the dissolution of Old Dominion Plantation, LLC.

ISSUE 2

Whether Bowman is entitled to an Order requiring an accounting of the assets and liabilities of Old Dominion Plantation, LLC, as well as the obligations of Bowman and Alexander to Old Dominion Plantation, LLC.

DISCUSSION

In his testimony, Alexander contended that he performed significant work at Picnic Point, and accomplished other construction projects, which benefitted and enhanced the value of the property, prior to signing the Settlement Agreement in 2007. Alexander also testified that since 2007, he has performed construction as well as other maintenance and repair work on the portion of the property designated for him in the Settlement Agreement. Alexander introduced a hand-written list of his alleged expenses since 2007.


Bowman testified that he too performed construction and maintenance of the property both before and after the signing of the Settlement Agreement in 2007. However, neither party submitted sufficient evidence regarding their contributions. Therefore, the Court was not able to calculate the value of their claims.

CONCLUSION

In a Temporary Order filed on May 7, 2012, I provided a method for the

parties to submit financial information to the Court so the Court could make a determination concerning an accounting of money spent on behalf of Old Dominion Plantation, LLC by its members. The parties submitted affidavits and documentation to the Court and appeared before the Court for argument on November 1, 2012. After reviewing the information submitted by the parties, I find that Bowman is entitled to credit in the amount of \$149,747.58. I also find that Alexander is entitled to credit in the amount of \$475,612.48 when a final accounting is made following the dissolution of Old Dominion Plantation, LLC.

ISSUE 3



Whether Alexander is entitled to an Order requiring specific performance of the Conservation Easement, which applies to Old Dominion Plantation, LLC.

DISCUSSION

In his Counterclaim, Alexander seeks specific performance of the provisions and requirements of the Conservation Easement, which applies to Old Dominion Plantation, LLC. Each party testified that the other had violated the terms of the Conservation Easement. However, both parties failed to point out wherein the easement was violated.


CONCLUSION

Neither party demonstrated a specific violation of the easement. Moreover, the only practical and reasonable solution is to sell the real property as the Conservation Easement, which is held by Ducks Unlimited presently exists, and dissolve Old Dominion Plantation, LLC. Therefore, I find that an Order requiring specific performance of the Conservation Easement, which applies to Old Dominion Plantation, LLC should not be granted.

ISSUE 4

Whether either party is entitled to damages for breach of the Settlement Agreement of September 10, 2007.

DISCUSSION




Bowman contends and, Alexander agreed during testimony, the Settlement Agreement provides for the equal division of jointly-owned personal property with a value of \$18,120.00. However, following the Settlement Agreement, the parties could not agree upon a division of the personal property, and ultimately Alexander took all the property. Bowman contends he is entitled to a payment of \$9,060.00, for half of the personal items.

The Settlement Agreement provides that Bowman will pay Alexander \$250,000.00 over 5 years at 7% interest, with payments to be made annually for

principal and interest. The evidence shows Bowman made the first payment in the amount of \$67,000.00 on September 7, 2008, the first anniversary of the Settlement Agreement. Alexander acknowledged receipt of the payment. Because the parties did not go forward with the terms of the Settlement Agreement, Bowman has made no other payment.

CONCLUSION

The evidence is clear and undisputed; the Settlement Agreement requiring the division of the property will not be accomplished. Therefore, Bowman is entitled to be paid for his one-half interest in the personal items in the amount of \$9,060.00 and the return of his one payment under the Settlement Agreement in the amount of \$67,000.00 for a total of \$76,060.00.



As set out above, I find Bowman is entitled to a credit of \$149,747.58 and Alexander is entitled to a credit of \$475,612.48 for funds spent by each party for repairs and enhancing the value of Old Dominion Plantation, LLC. I find that Alexander is not entitled to any other damages for breach of the Settlement Agreement.

IMPLEMENTATION OF ORDER

The Court determined the long standing disputes between Bowman and Alexander amounts to a deadlock, and dissolution of Old Dominion Plantation,

LLC is the proper remedy. The Court found the only practical and reasonable solution is to sell the plantation property. Moreover, it is in the best financial interest of both parties for the property to be sold.

By Consent Order dated October 1, 2012, the parties agreed upon a method of marketing and disposing of the property owned by Old Dominion Plantation, LLC. In that Consent Order, Alexander continued to dispute Old Dominion Plantation, LLC should be dissolved and the property sold. With that reservation, the parties agreed as follows:

1. The parties will obtain an appraisal through Chris Donato of Atlantic Appraisals.
2. After the appraised value is determined, if either party wants to purchase the property at the appraised value and the other party agrees, sales price would be one-half ($\frac{1}{2}$) of the appraisal amount. If both parties want to purchase the property at the appraised value, each party would submit one sealed bid and the property would be sold to the highest bidder. Each party will submit the sealed bid to his attorney and the attorneys will meet to open the bids.
3. If neither party wants to buy the property, it will be listed with Holcombe, Fair, & Lane for 180 days (unless the parties jointly agree to use another realtor). If either party wants a co-listing, he may obtain one. The property

shall also be advertised in the *New York Times* and *Wall Street Journal*. The minimum sales price will be set by the parties.

4. If either party wishes to do a 1031 exchange upon the sale of the property, the other partner agrees to execute any necessary documents to aid in the completion of such exchange.

In the Consent Order, the parties made it clear that they agreed to proceed with securing an appraisal. However, they continue to disagree as to the timing of any sale. Plaintiff requested that the process outlined in the Consent Order begin immediately or upon entry of this Court's Final Order in this action. Defendants requested that the process not be initiated until an entry of Final Judgment by this Court dissolving Old Dominion Plantation, LLC and Ordering such sale, or in the event of any appeal, after entry of Final Judgment on any such appeal dissolving Old Dominion Plantation, LLC and Ordering such sale, whichever is later.

Since the parties have not agreed, this Court Orders that the process set forth above and set forth in the Consent Order proceed when this Order becomes final. In the event the property is not sold during the 180 days agreed to for the real estate listing. If the property does not sell then either party may file a motion for further relief as to a reasonably commercial means of disposing of the property.

NOW THEREFORE, IT IS ORDERED:

1. Bowman shall have judgment as follows:

A. It is Ordered that Old Dominion Plantation, LLC shall be dissolved.

The parties shall proceed with the marketing and sale of the property as set forth in this Order. If the property is not sold while it is listed as the parties agreed, either party may apply to this Court for an Order requiring the property to be sold at public auction under terms and conditions set by the Court.

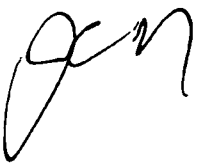
B. Alexander's claim for specific performance of the Conservation Easement is denied.

C. (1) From the proceeds of the sale of the property, the Court finds Bowman is entitled to be paid a credit of \$149,747.58 and Alexander is entitled to be paid a credit of \$475,612.48 as found in the Conclusion to Issue 4.

(2) Bowman and Alexander shall share the remaining net proceeds of the sale equally.

(3) From Alexander's share of the net proceeds, Bowman shall be paid \$76,060.00 as found as damages in the Temporary Order.

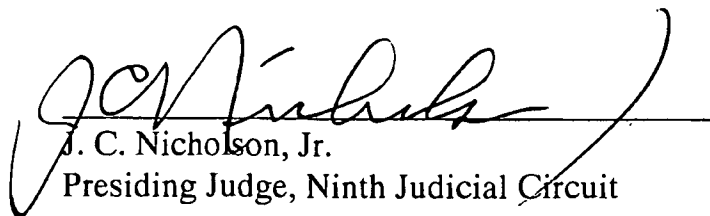
(4) After the distribution of the proceeds of the sale of Old



Dominion Plantation, LLC, the attorneys for the parties shall cooperate to secure the dissolution of Old Dominion Plantation, LLC.

2. If the parties cannot agree upon a minimum sales price then either party may file a motion to set the minimum sales price based upon the appraisal as well as any offers received. That order will be sealed to prevent any potential buyers from seeing the minimum sales price.
3. This Court shall retain jurisdiction of this action to continue the monitoring and implementation of this Order and the Consent Order agreed to by the parties.

IT IS SO ORDERED THIS 1 DAY OF MARCH, 2013.


J. C. Nicholson, Jr.
Presiding Judge, Ninth Judicial Circuit

Charleston, South Carolina

¹After the Court's issuance of its temporary order, Defendants filed a motion for new trial and/or to void judgment and a motion to alter or amend, pursuant to Rule 59(e), SCRCF on May 31, 2012. Because that Order was temporary, the Court indicated that no ruling would be made on the post-trial motions. Defendants have not waived and have expressly preserved all of the grounds in

the motions filed on May 31, 2012, and can reassert such grounds in any post-trial motions filed after the issuance of this Order.

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