

RECEIVED

Dec 22 2021

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Honorable Benjamin H. Culbertson, Circuit Court Judge

Civil Action No.: 2018-CP-26-6424
Appellate Case No. 2021-000393

South Carolina Electric & Gas Company, Respondent,

v.

Barbara Todd, Landowner,

and

Public Service Authority; Pitch Landing, LLC; and David O. Heniford, Jr., Other Condemnees,
of which Pitch Landing, LLC is the Appellant.

AND

South Carolina Electric & Gas Company, Respondent,

v.

Pitch Landing, LLC, Appellant,

and

South Carolina Public Authority; Horry Telephone Cooperative; Grand Strand Water and Sewer
Authority; Coastal Carolina National Bank; Billy J. McDowell & Sally R. McDowell; Bobby D.
McDowell, Other Condemnees.

RECORD ON APPEAL

Robert S. Shelton, SCB# 68543
Bellamy, Rutenberg, Copeland, Epps, Gravely &
Bowers, P.A.
Post Office Box 357
Myrtle Beach, SC 29578-0357
(843) 448-2400
rshelton@bellamylaw.com
Attorney for Appellant Pitch Landing, LLC

Mark D. Neill, Esq., SCB# 14273
Neill Law Firm, PA
P.O. Box 2810
Murrells Inlet, SC 29576
(843) 651-8580
mneill@neilllawfirm.com
Attorney for Appellant Pitch Landing, LLC

Gregory M. Alford, Esq.
Alford Law Firm, LLC
Post Office Drawer 8008
Hilton Head Island, SC 29938
gregg@alfordlawsc.com
843-842-5500
*Attorney for Respondent South Carolina Electric &
Gas Company*

INDEX

I. ORDERS

1. Consent Order of Dismissal as to Barbara Todd dated May 29, 2019, *In Re: South Carolina Electric & Gas Company vs. Barbara A. Todd* 4
2. Form 4 Order Denying Motion to Consolidate Cases dated March 3, 2021, *In Re: South Carolina Electric & Gas Company vs. Pitch Landing, LLC* 9
3. Form 4 Order Granting Motion to Restore dated March 3, 2021, *In Re: South Carolina Electric & Gas Company vs. Barbara A. Todd* 12
4. Form 4 Order Denying Motion to Reconsider, Alter and/or Amend dated March 17, 2021, *In Re: South Carolina Electric & Gas Company vs. Barbara A. Todd* 15
5. Form 4 Order Denying Motion to Reconsider, Alter and/or Amend dated March 17, 2021, *In Re: South Carolina Electric & Gas Company vs. Pitch Landing, LLC* 18

II. PLEADINGS

1. Pleadings in *South Carolina Electric & Gas Company vs. Barbara A. Todd*, Civil Action No.: 2018-CP-26-06064
 - a. Summons and Complaint dated October 29, 2018 and Exhibit 21
 - i. Exhibit A – Plat 30
 - b. Lis Pendens dated October 29, 2018 31
 - c. Notice of Filing dated October 29, 2018 33
 - d. Notice Pursuant to S.C. Ann. § 28-2-90 (Supp. 2010) dated October 30, 2018 ...34
 - e. Answer of Pitch Landing, LLC dated December 24, 2018 35
 - f. Return of Tender dated June 10, 2019 38
 - g. Notice of Dismissal dated July 25, 2019 and Exhibit 50
 - i. Exhibit A – Agreement of Settlement and Release 51
 1. Condemnation Notice and Tender of Payment 55
 2. Consent Order of Dismissal as to Barbara A. Todd 65
 - h. Release of Lis Pendens dated July 25, 2019 69

2.	<i>Pleadings in South Carolina Electric & Gas Company vs. Pitch Landing, LLC, Civil Action No.: 2018-CP-26-06424</i>	
a.	Summons and Complaint dated November 14, 2018 and Exhibits	71
i.	Exhibit A – Plat	82
ii.	Exhibit B – September 14, 2018 correspondence from Gregory M. Alford and Condemnation Notice and Tender of Payment	83
b.	Lis Pendens dated November 14, 2018	98
c.	Notice of Filing dated November 14, 2018	100
d.	Notice Pursuant to S.C. Ann. §28-2-90 (Supp. 2010) dated November 16, 2018..	101
e.	Affidavit of Service dated December 6, 2018 and Exhibit	102
i.	Exhibit A – Affidavit of Service	103
f.	Answer of Pitch Landing, LLC dated December 24, 2018	104
g.	Notice of ADR dated June 11, 2019	107

III. MOTIONS

1.	<i>Motions in South Carolina Electric & Gas Company vs. Barbara A. Todd, Civil Action No.: 2018-CP-26-06064</i>	
a.	Motion to Restore Case to Docket dated September 3, 2020 and Exhibits	108
i.	Exhibit A – March 3, 2020 email from Gregg Alford to Mark Neill	110
b.	Condemnor’s Memorandum in Response to Pitch Landing’s Motion to Restore dated February 26, 2021	115
c.	Motion to Reconsider, Alter and/or Amend dated March 15, 2021 and Exhibits ..	117
i.	Exhibit A – Plat	122
ii.	Exhibit B – Plat	124
iii.	Exhibit C – Warranty Deed	126
iv.	Exhibit D – Title to Real Estate	131
2.	<i>Motions in South Carolina Electric & Gas Company vs. Pitch Landing, LLC, Civil Action No.: 2018-CP-26-06424</i>	
a.	Motion to Consolidate Cases dated September 4, 2020	136
b.	Motion to Reconsider, Alter and/or Amend and dated March 15, 2021 and Exhibits	138
i.	Exhibit A – Plat	143

ii.	Exhibit B – Plat	145
iii.	Exhibit C – Warranty Deed	147
iv.	Exhibit D – Title to Real Estate	152

IV. TRANSCRIPTS

1.	Transcript of Record dated March 1, 2021	157
----	--	-----

V. OTHER MATERIALS

1.	Case Summary in <i>South Carolina Electric & Gas Company vs. Barbara A. Todd, Civil Action No.: 2018-CP-26-06064</i>	180
2.	Case Summary in <i>South Carolina Electric & Gas Company vs. Pitch Landing, LLC, Civil Action No.: 2018-CP-26-06424</i>	184

VI.	CERTIFICATE OF COUNSEL	189
------------	-------------------------------------	------------

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
	)	
COUNTY OF HORRY	)	C/A No. 2018-CP-26-06064
	)	
South Carolina Electric & Gas	)	
Company,	)	
	)	
Condemnor,	)	CONSENT ORDER OF DISMISSAL
	)	AS TO BARBARA A. TODD
	)	
Barbara A. Todd	)	
	)	
Landowner(s),	)	
	)	
and	)	
	)	
Public Service Authority; Pitch Landing	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnee(s).	)	
_____	)	

This matter comes before this Court upon Motion of Condemnor South Carolina Electric & Gas Company (“SCE&G”), and with the consent of Barbara A. Todd (“Landowner”), pursuant to Rule 41(a)(2) of the South Carolina Rules of Civil Procedure, for an Order ending this case as to all of the parties where this case has been resolved pursuant to the Code of Laws of South Carolina, § 28-2-40 (1976, as amended).

Condemnor SCE&G’s plans as referred to in the Condemnation Notice and Tender of Payment (the “Condemnation Notice”) filed in this action, are specifically made a part hereof by reference, and together with the recitations in the Condemnation Notice, reflect and describe the property of Landowner and the right of way, interest and rights acquired by Condemnor SCE&G.

It also appears Condemnor SCE&G and Landowner agree that Eighteen Thousand and 00/100 (\$18,000.00) Dollars is just compensation for Condemnor SCE&G's condemnation and acquisition of the easement and other rights as set forth in the Condemnation Notice, and for any special damages, and that such just compensation is to be paid to Landowner pursuant to the agreement with the Condemnor.

It further appears that Condemnor SCE&G and Landowner agree that this case has been settled as between them, and should be ended and dismissed as to Landowner.

It further appears that SCE&G provided proper notice to the remaining Other Condemnees, and that no appearances have been made on their behalves as of the date of this Order.

ACCORDINGLY, IT IS ORDERED:

1. This case is ended and dismissed as to all parties, with prejudice as to Barbara A. Todd;
2. Condemnor SCE&G shall pay Landowner the sum of **EIGHTEEN THOUSAND AND 00/100THS (\$18,000.00) DOLLARS**. Landowner shall provide SCE&G with an executed Agreement of Settlement and Release in the form heretofore agreed to by the parties, and a Federal Taxpayer Identification Number Information Form, which form shall reflect Landowner's Federal Taxpayer Identification Number (EIN) Number;
3. The Clerk of Court shall return to the Condemnor SCE&G any portion of the tender of payment on deposit with the Clerk of Court plus interest, if any, by check made payable to South Carolina Electric & Gas Company, and mailed to Gregory M. Alford, Alford Law Firm, LLC, P.O. Box 8008, Hilton Head Island, South Carolina 29938;

4. The Clerk of Court shall annotate the Condemnation Notice and file the same with the Register of Deeds for Horry County, duly indexed, as provided by law for the recording and indexing of deeds, showing the transfer to SCE&G of the easement interest in the subject property, such filing being exempt from filing fees as provided by South Carolina Code of Laws, §12-24-40 (Cum. Supp. 1997); and

5. The Clerk shall mail the recorded Annotated Notice of Condemnation to Gregory M. Alford, Alford Law Firm, LLC, P.O. Box 8008, Hilton Head Island, SC 29928.

IT IS SO ORDERED.

Conway, South Carolina
_____, 2019

Judge William H. Seals Jr.
Civil Administrative Judge
Fifteenth Judicial Circuit

WE MOVE:

I CONSENT:

Gregory M. Alford
Alford Law Firm, LLC
P.O. Box 8008 (29938)
18 Executive Park Road, Suite 1
Hilton Head Island, SC 29928
(843) 842-5500/(843) 842-8400 Fax

Henrietta Golding
McNair Law Firm
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577
843-444-1107/843-444-4729 Fax

ATTORNEY FOR BARBARA A. TODD

Jay E. Bressler
SCANA Corporation
220 Operation Way, MC C222
Cayce, SC 29033
(803)217-9816/(803)933-7113 Fax

ATTORNEYS FOR CONDEMNOR SCE&G



Horry Common Pleas

Case Caption: South Carolina Electric & Gas Company VS Barbara A Todd ,
defendant, et al
Case Number: 2018CP2606064
Type: Order/Consent Order

So Ordered

s/ Larry B. Hyman 2152

Electronically signed on 2019-05-21 10:22:04 page 4 of 4

4. The Clerk of Court shall annotate the Condemnation Notice and file the same with the Register of Deeds for Horry County, duly indexed, as provided by law for the recording and indexing of deeds, showing the transfer to SCE&G of the easement interest in the subject property, such filing being exempt from filing fees as provided by South Carolina Code of Laws, §12-24-40 (Cum. Supp. 1997); and

5. The Clerk shall mail the recorded Annotated Notice of Condemnation to Gregory M. Alford, Alford Law Firm, LLC, P.O. Box 8008, Hilton Head Island, SC 29928.

IT IS SO ORDERED.

Conway, South Carolina

_____, 2019 Judge William H. Seals Jr.

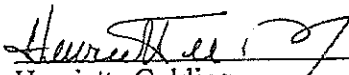
Civil Administrative Judge
Fifteenth Judicial Circuit

WE MOVE:



Gregory M. Alford
Alford Law Firm, LLC
P.O. Box 8008 (29938)
18 Executive Park Road, Suite 1
Hilton Head Island, SC 29928
(843) 842-5500/(843) 842-8400 Fax

I CONSENT:



Henrietta Golding
McNair Law Firm
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577
843-444-1107/843-444-4729 Fax

ATTORNEY FOR BARBARA A. TODD

Jay E. Bressler
SCANA Corporation
220 Operation Way, MC C222
Cayce, SC 29033
(803)217-9816/(803)933-7113 Fax

ATTORNEYS FOR CONDEMNOR SCE&G

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2606424

South Carolina Electric & Gas Company
PLAINTIFF(S)

Pitch Landing Llc et al
DEFENDANT(S)

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
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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:

Motion to Consolidate this case with SCE&G v. Todd, et al., 2018CP2606064, is DENIED.

Defendant Pitch Landing, LLC (as landowner) is entitled to a jury trial in this case. However, Pitch Landing, LLC (as non-landowner/equitable condemnee) is not entitled to a jury trial in SCE&G v. Todd, 2018CP2606064.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/02/2021 .

Public Service Authority South Carolina
Horry Telephone Cooperative
Grand Strand Water And Sewer Authority
Coastal Carolina National Bank
Bill J Mcdowell
Sally R Mcdowell
Case Party Info Protected
Bobby D Mcdowell

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Horry Common Pleas

Case Caption: South Carolina Electric & Gas Company VS Pitch Landing Llc ,
defendant, et al

Case Number: 2018CP2606424

Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2021-03-02 16:35:54 page 3 of 3

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2606064

South Carolina Electric & Gas Company
PLAINTIFF(S)

Barbara A Todd et al
DEFENDANT(S)

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
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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:

The defendant Pitch Landing, LLC's Motion to Restore this case is GRANTED. This case is restored to the active roster and placed on the non-jury docket. The defendant Pitch Landing, LLC is entitled to an equitable proceeding to determine its equitable interest in the condemned property. See SC Department of Commerce v. Clemson University, et al., 432 S.C. 352, 851 S.E.2d 735 (S.C.App. 2020).

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/02/2021 .

Case Party Info Protected
Public Service Authority
Davis O Heniford, Jr
Barbara A Todd

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Horry Common Pleas

Case Caption: South Carolina Electric & Gas Company VS Barbara A Todd ,
defendant, et al
Case Number: 2018CP2606064
Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2021-03-02 16:24:59 page 3 of 3

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2606064

South Carolina Electric & Gas Company
PLAINTIFF(S)

Barbara A Todd et al
DEFENDANT(S)

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
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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:

The Defendant/Other Condemnee's Motion to Reconsider, Alter and/or Amend filed 3/15/2021 is DENIED.

This motion is decided without oral arguments pursuant to South Carolina Supreme Court Order 2021-03-04-01(c)(4).

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/17/2021 .

Case Party Info Protected
Public Service Authority
Davis O Heniford, Jr
Barbara A Todd

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Horry Common Pleas

Case Caption: South Carolina Electric & Gas Company VS Barbara A Todd ,
defendant, et al

Case Number: 2018CP2606064

Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2021-03-17 13:19:43 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2606424

South Carolina Electric & Gas Company
PLAINTIFF(S)

Pitch Landing Llc et al
DEFENDANT(S)

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), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCPP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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:

The Defendant/Landowner's Motion to Reconsider, Alter and/or Amend filed 3/15/2021 is DENIED.

This motion is decided without oral arguments pursuant to South Carolina Supreme Court Order 2021-03-04-01(c)(4).

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/17/2021 .

Public Service Authority South Carolina
Horry Telephone Cooperative
Grand Strand Water And Sewer Authority
Coastal Carolina National Bank
Bill J Mcdowell
Sally R Mcdowell
Case Party Info Protected
Bobby D Mcdowell

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Horry Common Pleas

Case Caption: South Carolina Electric & Gas Company VS Pitch Landing Llc ,
defendant, et al

Case Number: 2018CP2606424

Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2021-03-17 13:15:53 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2017-CP-26-
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	SUMMONS
	)	
Barbara A. Todd	)	
	)	
Landowner,	)	
	)	
And	)	
	)	
Public Service Authority; Pitch Landing	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnees.	)	
_____	)	

TO: THE LANDOWNER(S) ABOVE-NAMED:

You are hereby Summoned and required to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer thereto upon the undersigned at their offices, Post Office Drawer 8008, 18 Executive Park Drive, Building 1, Hilton Head Island, SC 29938, within thirty (30) days of the service hereof, exclusive of the date of such service, and if you fail to answer the Complaint within such time, the Condemnor in this action will apply to the Court for the relief demanded therein, and judgment by default will be entered against you.

YOU WILL ALSO TAKE NOTICE that the Condemnor will move for an Order of Reference or that the Court may issue a general Order of Reference of this action to a Master or Special Referee pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure* (“SCRCP”).

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE,

AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE HEREBY FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian *ad litem* within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, the undersigned shall make application for such appointment.

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for the Condemnor

Dated this 29th day of October, 2018.
Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	
	)	COMPLAINT
Barbara A. Todd	)	(Non-Jury)
	)	
Landowner,	)	
	)	
And	)	
	)	
Public Service Authority; Pitch Landing	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnees.	)	
_____	)	

The Condemnor, South Carolina Electric & Gas Company, complaining of the Landowner herein, would respectfully show as follows unto this Honorable Court:

1. The word “Condemnor” shall include Condemnor’s heirs, executors, administrators, successors, and assigns, as the case may be. The word “Landowner” shall include Landowner’s successors and assigns and its wholly or partially owned subsidiaries.

2. Condemnor is a corporation organized and existing under the laws of the State of South Carolina, and is vested with the power of eminent domain pursuant to Section 28-2-60, *et seq.* and Section 58-7-10, *et seq.*, Code of Laws of South Carolina, 1976, as amended.

3. Landowner, Barbara A. Todd, is the owner of property conveyed by Deed from Isaac Lacy Cannon, Jr., dated January 27, 2005 and recorded in the Office of the Register of Deeds for Horry County, South Carolina on January 28, 2005 in Deed Book 2854 at Page 355. The property is described as follows:

ALL AND SINGULAR, that certain piece, parcel, or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina, containing 9.00 acres, more or less, as shown on plat prepared by Terry M. Watson, RLS, Land Surveying, Inc. for Michael Blanton, dated June 26, 1996, which plat is recorded in the office of the ROD for Horry County in Plat Book 144 at page 48, reference to which is craved as forming a part and parcel hereof.

There is excepted and reserved unto John J. Dargan and/or New River Corporation, their heirs, successor and assigns, an unobstructed, unencumbered easement and right of way, in, over and across that certain 50 foot private road access easement as show on the above referenced plat for the purpose of ingress, egress and the installation and maintenance of utilities.

Subject to restrictions as recorded in Deed Book 1895 at page 338 in the office of the ROD for Horry County.

This being the identical property conveyed to Issac Lucy Cannon, Jr. by Deed recorded in Deed Book 2595 at page 209 in the office of the ROD for Horry County.

TMS#150-00-01-021, 150-00-01-041, 150-00-01-042

The term "Landowner" shall include Landowner's heirs, executors, administrators, successors and assigns, as the case may be.

4. The following entities are named hereto as Other Condemnees:

(a) South Carolina Public Service Authority is made a party in this action by virtue of that indenture between John J. Dargan and South Carolina Public Service Authority ("SCPSA"), Distribution Right-Of-Way recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1811 at Page 225.

The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of SCPSA, and any conflict between the occupation or use of the subject property as between the Condemnor and SCPSA shall be resolved to the satisfaction of SCPSA.

(b) Pitch Landing, LLC is made a party in this action by virtue of the reservation between Issac Lacy Cannon, Jr. and Barbara A. Todd recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 2854 at Page 355.

(c) Davis O. Heniford, Jr. is made a party in this action by virtue of a unsatisfied mortgage between Davis O. Heniford, Jr. and Issac Lacy Cannon, Jr. recorded in the Office of the Register of Deeds for Horry County, South Carolina in Mortgage Book 3282 at Page 239.

The term “Other Condemnees” shall include any Other Condemnee’s heirs, executors, administrators, successors and assigns, as the case may be.

5. The following is a description of the real property subject to this action, which property is a portion of the property described in paragraph three (3) above:

All that certain piece, parcel or tract of land shown as “PROPOSED 50’ SCE&G GAS EASEMENT 1.23 +/- AC.” on that certain survey drawing entitled “PROPOSED SCE&G EASEMENT, THE LANDS OF BARBARA A. TODD, PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS, CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, prepared and certified by Cox Surveyors & Associates, J. Jason Cox (SCRLS #26950), dated 05/31/2018, attached hereto as **Exhibit “A”** and incorporated herein by reference.

A Portion of TMS: 150-00-01-021; 150-00-01-041; 150-00-01-042

6. The interests sought to be acquired in and to the Property by the Condemnor is/are the following:

(a) A fifty foot (50’) natural gas pipeline easement (“Easement”), as shown on Exhibit “A”, for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas,

oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line over, through and across the Property;

(b) A non-exclusive temporary easement for construction, ingress and egress and the storage and maintenance of materials, equipment and other matter related to the Easement;

(c) Together with the right from time to time to redesign, rebuilt or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Condemnor may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the Easement;

(d) Together with the right of ingress, egress, and access to and from the Easement and upon the Property as may be necessary or convenient for purposes connected with the Easement;

(e) Together with (i) the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon the Easement and such trees beyond the same ("Danger Trees") as in the judgment of Condemnor may interfere with or endanger said lines or appurtenances when erected, provided that Condemnor will pay to Landowner the fair market value of such Danger Trees at the time of cutting as determined by a registered professional forester, and (ii) the right of entry upon the Property for all of the purposes aforesaid;

(f) Provided, however, that (i) all pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land, (ii) any damage to the Property (other than to property cleared or removed as

provided herein) caused by Condemnor in the course of constructing, rebuilding or repairing said pipe line shall be borne by Condemnor, and (iii) Landowner shall reserve the right to cultivate and use the ground within the limits of the Easement, provided that such use shall not interfere with or obstruct the Condemnor's rights, and provided further than no building or other structure shall be erected by Landowner within the Easement.

7. The interest(s) sought to be acquired by Condemnor and set forth above in Paragraph 5 and 6 are hereinafter collectively referred to as the "Acquisition Interest".

8. The Parties hereto and the subject matter herein are properly before the Court of Common Pleas for Horry County, South Carolina.

9. The property interests to be acquired by the Condemnor are shown and described on the plat attached hereto as Exhibit "A".

10. Heretofore, on September 19, 2018, the Condemnor served on the Landowner a Condemnation Notice and Tender of Payment, a copy of which is attached hereto as Exhibit "B". The tender was rejected and/or otherwise not accepted, and the Condemnor is unable to acquire the Acquisition Interest without instituting the above-captioned matter.

11. Condemnor has complied with the requirements set forth in S.C. Code Ann. Section 28-2-70(A) by having the subject property appraised and making the appraisal available to the Landowner where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

12. The Condemnor is entitled to an Order of this Honorable Court:

(a) Determining that the sum of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) is just compensation for the interests in the Landowner's

property to be acquired;

(b) Directing the Clerk of Court to issue one or more good and sufficient Clerk's Easement(s) to the Condemnor to convey the Acquisition Interest; and

(c) Determining that, after conveyance of the Acquisition Interest to Condemnor, the Other Condemnee's rights/interests as relate to the Acquisition Interest, unless otherwise agreed between the parties, are subordinate and subject to the Acquisition Interest and conveyance of the same.

WHEREFORE, the Condemnor prays that this Honorable Court inquire into the matters set forth herein and that it render its judgment and order as follows:

1. Determining that the sum of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) is just compensation for the Acquisition Interest;

2. Directing the Clerk of Court to issue one or more good and sufficient Clerk's Easement(s) to the Condemnor to convey the Acquisition Interest;

3. Determining that, after conveyance of the Acquisition Interest to Condemnor, the Other Condemnee's rights/interests as relate to the Acquisition Interest, unless otherwise agreed between the parties, are subordinate and subject to the Acquisition Interest and conveyance of the same.

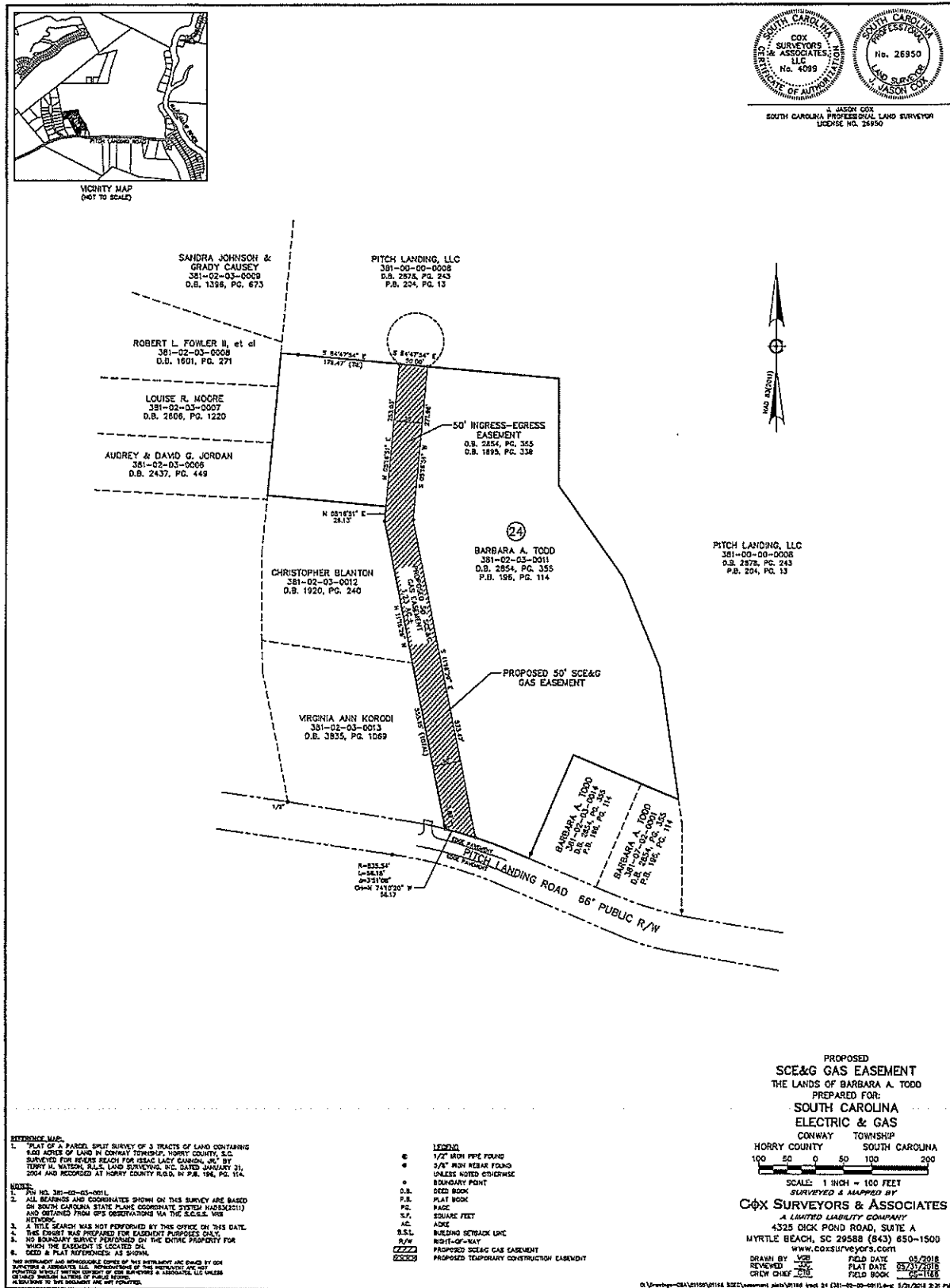
4. For all other and further relief as this Honorable Court may deem just and proper.

[Signature on following page]

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for the Condemnor

Dated this 29th day of October, 2018.
Hilton Head Island, Beaufort County, South Carolina.



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-
	)	LIS PENDENS #: 2018-LP-26-_____
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	
	)	LIS PENDENS
Barbara A. Todd	)	
	)	
Landowner,	)	
	)	
And	)	
	)	
Public Service Authority; Pitch Landing	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
	)	
Other Condemnees,	)	
_____	)	

TO: ALL PARTIES OF INTEREST:

NOTICE IS HEREBY GIVEN that the Condemnor above named pursuant to the South Carolina Eminent Domain Procedures Act, §28-2-10, *et seq.*, of the South Carolina Code of Laws (1976), as amended, has brought an action against the Landowner(s) above named to acquire the real property described herein for public purposes, *to wit*:

ALL AND SINGULAR, that certain piece, parcel, or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina, containing 9.00 acres, more or less, as shown on plat prepared by Terry M. Watson, RLS, Land Surveying, Inc. for Michael Blanton, dated June 26, 1996, which plat is recorded in the office of the ROD for Horry County in Plat Book 144 at page 48, reference to which is craved as forming a part and parcel hereof.

There is excepted and reserved unto John J. Dargan and/or New River Corporation, their heirs, successor and assigns, an unobstructed, unencumbered easement and right of way, in, over and across that certain 50 foot private road access easement as show on the above referenced plat

for the purpose of ingress, egress and the installation and maintenance of utilities.

Subject to restrictions as recorded in Deed Book 1895 at page 338 in the office of the ROD for Horry County.

This being the identical property conveyed to Issac Lucy Cannon, Jr. by Deed recorded in Deed Book 2595 at page 209 in the office of the ROD for Horry County.

TMS#150-00-01-021, 150-00-01-041, 150-00-01-042

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for the Condemnor

Dated this 29th day of October 2018.
Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

CIVIL ACTION NO.: 2018-CP-26-

South Carolina Electric & Gas Company,)

Condemnor,

VS.

Barbara A. Todd

NOTICE OF FILING

Landowner

And

Public Service Authority Pitch Landing LLC; and Davis O. Heniford, Jr.

TO: THE LANDOWNER(S) ABOVE-NAMED:

Please take notice that the Summons, Complaint and Lis Pendens were filed in the above-captioned matter in the Office of the Clerk of Court of Horry County, South Carolina, on the date stamped above.

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for the Condemnor

Dated this 29th day October, 2018.
Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-06064
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	NOTICE PURSUANT TO
	)	S.C. ANN. § 28-2-90 (Supp. 2010)
Barbara A. Todd	)	
	)	
Landowner	)	
	)	
And	)	
	)	
Public Service Authority; Pitch Landing	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnees,	)	
_____	)	

TO: THE LANDOWNER(S):

Please take notice that the South Carolina Electric & Gas Company, has deposited the Sum of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) into the hands of the Clerk of Court for Horry County, South Carolina, pursuant to the provisions of S.C. Code Ann. § 28-2-90 (Supp. 2010), and that the South Carolina Electric & Gas Company, shall immediately take possession of the Real Property described in the Complaint for this action.

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for the Condemnor

Dated this 30th day of October, 2018.
Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-06064
	)	
	)	
South Carolina Electric & Gas Company,	)	
	)	<u>ANSWER OF PITCH LANDING, LLC</u>
Condemnor,	)	
	)	(Jury Trial Demanded)
vs.	)	
	)	
Barbara A. Todd	)	
	)	
	)	
Landowner,	)	
	)	
And	)	
	)	
Public Service Authority; Pitch Landing	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnees.	)	
	)	

TO: Gregory M. Alford, Counsel for Condemnor

Pitch Landing, LLC, by and through its undersigned attorney, would respectfully show unto this Honorable Court that although responsive pleadings are not required in a condemnation action, the Summons served on said Defendant stated it demanded a response or else Defendant would be held in default. Accordingly, Pitch Landing, LLC would show as follows:

ANSWER TO COMPLAINT

1. That each and every allegation of the Plaintiff's Complaint which is not hereinafter specifically admitted is denied, and the Defendant demands strict proof thereof.
2. Paragraph 1 is a pleading paragraph requiring no response from this answering Defendant.
3. The allegations of Paragraphs 2 and 3 are admitted.
4. As to the allegations of Paragraph 4, Defendant admits only that it holds an

easement over the subject property for access and utilities. Defendant lacks sufficient information to admit or deny the remaining allegations set forth in Paragraph 4.

5. Paragraphs 5, 6, and 7 are pleading paragraphs setting forth the property interest sought by the Plaintiff and do not require a response.

6. Paragraph 8 is admitted upon information and belief.

7. Paragraph 9 is a pleading paragraph setting forth the property interest sought by the Plaintiff and does not require a response. The Defendant denies Plaintiff offered it any compensation for the property interest it seeks.

8. As to the allegations of Paragraph 10, the answering Defendant lacks sufficient information to admit or deny the allegations regarding the notice and tender or payment. The Defendant denies Plaintiff offered it any compensation for the property interest it seeks.

9. The Defendant lacks sufficient information to admit or deny the allegations set forth in Paragraph 11 and therefore are denied.

10. The allegations of Paragraph and 12 are denied and strict proof demanded thereof.

Second Defense

11. Each and every allegation alleged above is repeated verbatim herein.

12. Defendant denies it was properly offered any compensation.

Third Defense

13. Each and every allegation alleged above is repeated verbatim herein.

14. The Answering Defendant demands and is entitled to a jury trial.

WHEREFORE, having fully answered the Complaint of the Plaintiff, the Defendant prays
that:

- a. For a judgment for just compensation to be determined by a jury of peers;
- b. For a judgment against the Plaintiff in the amount of all reasonable attorney's fees and costs incurred in the defense of this action;
- c. For a trial by jury; and
- d. For such other and further relief in as this Court deems just and proper.

NEILL LAW FIRM, PA

s/Mark D. Neill, Esq.

Mark D. Neill, Esq.

S.C. Bar No: 14273

P.O. Box 2810

Murrells Inlet, SC 29576

(843) 651-8580

mneill@neilllawfirm.com

Attorney for Defendant Pitch Landing, LLC

Dated: December 24, 2018
Murrells Inlet, South Carolina



Horry County Register of Deeds

Marion D. Foxworth, III
Registrar

Transaction #: 2227941
Receipt #: 2012766
Cashier Date: 6/6/2019 1:31:15PM
LBLANTON

P.O. Box 470 □ Conway, South Carolina 29528 □ Phone: 843.915.5430 □ Fax: 843.915.6430 □ www.horrycounty.org

Customer Information	Transaction Information	Payment Summary
(00900) HORRY COUNTY GOVERNMENT 1301 SECOND AVE CONWAY, SC 29526 ATTN:	Date Received: 6/6/2019 1:27:54PM Source Code: INTER-OFFICE Return Code: Inter-Office Trans Type: Recording Agent Ref Num: JOY	Total Fees \$0.00 Total Payments: \$0.00 Balance Due: \$0.00

1 Payment(s)



NO CHARGE

2 Recorded Item(s)



(060) CONDEMNATION

BK/PG: 4214/101 Instrument#: 2019000062655 Date: 6/6/2019
From: To: 18-6064



(060) CONDEMNATION

BK/PG: 4214/112 Instrument#: 2019000062656 Date: 6/6/2019
From: To:

2019 JUN 10 PM 4:47
FILED
CLERK OF COURT
HORRY COUNTY, SC

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS

Deed BK: 4214 PG: 101 Doctype: 060
06/06/2019 at 01:31:15 PM, 1 OF 11

South Carolina Electric & Gas Company,

Marion D. Foxworth III
HORRY COUNTY, SC REGISTRAR OF DEEDS

Condemnor,

vs.

CONDEMNATION NOTICE AND

TENDER OF PAYMENT

Barbara A. Todd

Landowner,

2018-CP-26-06064

and

*This Condemnation Action has been ended
Pursuant to a Consent Order of Dismissal
Dated 05/29/2019 (\$18,000.00-condemnation/compensation amount)
The Tender on Deposit with the Clerk of Court
shall be returned in the amount of \$12,500.00.*

Public Service Authority; Pitch Landing,
LLC; and Davis O. Heniford, Jr.

Other Condemnees.

Renee N. Elvis
Renee N. Elvis
Horry County Clerk of Court

TO THE LANDOWNER ABOVE NAMED:

Pursuant to the South Carolina Eminent Domain Procedure Act, S. C. Code Ann. § 28-2-10, *et seq.*, (Supp. 2011), you are hereby notified as follows:

1. South Carolina Electric & Gas Company is the Condemnor herein and seeks to acquire a portion of the real property described herein for public purposes. The term "Condemnor" shall include Condemnor's heirs, executors, administrators, successors and assigns, as the case may be.

2. Landowner, Barbara A. Todd, is the owner of property conveyed by Deed from Isaac Lacy Cannon, Jr., dated January 27, 2005 and recorded in the Office of the Register of Deeds for Horry County, South Carolina on January 28, 2005 in Deed Book 28, Page 355.

The property is described as follows:

RECEIVED
CLERK OF COURT
HORRY COUNTY, SC
2018 OCT 29 10:35 AM

ALL AND SINGULAR, that certain piece, parcel, or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina, containing 9.00 acres, more or less, as shown on plat prepared by Terry M. Watson, RLS, Land Surveying, Inc. for Michael Blanton, dated June 26, 1996, which plat is recorded in the office of the ROD for Horry County in Plat Book 144 at page 48, reference to which is craved as forming a part and parcel hereof.

There is excepted and reserved unto John J. Dargan and/or New River Corporation, their heirs, successor and assigns, an unobstructed, unencumbered easement and right of way, in, over and across that certain 50 foot private road access easement as show on the above referenced plat for the purpose of ingress, egress and the installation and maintenance of utilities.

Subject to restrictions as recorded in Deed Book 1895 at page 338 in the office of the ROD for Horry County.

This being the identical property conveyed to Issac Lucy Cannon, Jr. by Deed recorded in Deed Book 2595 at page 209 in the office of the ROD for Horry County.

TMS#150-00-01-021, 150-00-01-041, 150-00-01-042

The term "Landowner" shall include Landowner's heirs, executors, administrators, successors and assigns, as the case may be.

3. The following entities are named hereto as Other Condemnees:

(a) South Carolina Public Service Authority is made a party in this action by virtue of that indenture between John J. Dargan and South Carolina Public Service Authority ("SCPSA"), Distribution Right-Of-Way recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1811 at Page 225. The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of SCPSA, and any conflict between the occupation or use of the subject property as between the Condemnor and SCPSA shall be resolved to the satisfaction of SCPSA.

(b) Pitch Landing, LLC is made a party in this action by virtue of the reservation between Issac Lacy Cannon, Jr. and Barbara A. Todd recorded in the Office of the

Register of Deeds for Horry County, South Carolina in Deed Book 2854 at Page 355.

(c) Davis O. Heniford, Jr. is made a party in this action by virtue of a unsatisfied mortgage between Davis O. Heniford, Jr. and Issac Lacy Cannon, Jr. recorded in the Office of the Register of Deeds for Horry County, South Carolina in Mortgage Book 3282 at Page 239.

The term "Other Condemnees" shall include any Other Condemnee's heirs, executors, administrators, successors and assigns, as the case may be.

4. In addition to the Property, the following is a description of the real property which is the subject of this action:

All that certain piece, parcel or tract of land shown as "PROPOSED 50' SCE&G GAS EASEMENT 1.23 +/- AC." on that certain survey drawing entitled "PROPOSED SCE&G EASEMENT, THE LANDS OF BARBARA A. TODD, PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS, CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, prepared and certified by Cox Surveyors & Associates, J. Jason Cox (SCRLS #26950), dated 05/31/2018, attached hereto as Exhibit "A" and incorporated herein by reference.

A Portion of TMS: 150-00-01-021; 150-00-01-041; 150-00-01-042

5. The interests sought to be acquired in and to the Property by the Condemnor are described above and include the following:

(a) A fifty foot (50') underground gas easement ("Easement") of 1.23 +/- acres on the western edge of the property, for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which are transported through a pipe line, with the Grantor having the right to select the route thereof under, over, through and across the Property;

FILED
CLERK OF COURT
HORRY COUNTY, SC

RECEIVED OCT 29 2018

(b) Together with the right from time to time to redesign, rebuilt or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Condemnor may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the Easement;

(c) Together with the right of ingress, egress, and access to and from the Easement and upon the Property as may be necessary or convenient for purposes connected with the Easement;

(d) Together with (i) the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon the Easement and such trees beyond the same ("Danger Trees") as in the judgment of Condemnor may interfere with or endanger said lines or appurtenances when erected, provided that Condemnor will pay to Landowner the fair market value of such Danger Trees at the time of cutting as determined by a registered professional forester, and (ii) the right of entry upon the Property for all of the purposes aforesaid;

(e) Provided, however, that (i) all pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land, (ii) any damage to the Property (other than to property cleared or removed as provided herein) caused by Condemnor in the course of constructing, rebuilding or repairing said pipe line shall be borne by Condemnor, and (iii) Landowner shall reserve the right to cultivate and use the ground within the limits of the Easement, provided that such use shall not interfere with or obstruct the Condemnor's rights, and provided further that no building or other structure shall be erected by Landowner within the Easement.

6. Condemnor is vested with the power of eminent domain pursuant to Section 28-2-60 and Section 58-7-10, Code of Laws of South Carolina, 1976, as amended.

7. The property sought herein is to be acquired for public purposes.

8. This action is brought pursuant to Section 28-2-240, Code of Laws of South Carolina, 1976, as amended.

9. Condemnor has complied with the requirements set forth in Section 28-2-70(A), Code of Laws of South Carolina, 1976, as amended, by having the subject property appraised and making the appraisal available to the Landowner where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

10. Project plans may be inspected at the office of Condemnor at SCE&G, 920 Shine Avenue, Myrtle Beach, SC 29577-1523.

11. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER TO BE THE SUM OF TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00), AND HEREBY TENDERS PAYMENT TO THE LANDOWNER FOR ACCEPTANCE. Should any liens and/or encumbrances exist against the property which is the subject of this action, Condemnor reserves the right, at its discretion, to pay all or any portion of the just compensation to the holders of any liens or encumbrances – and any such payment(s) shall be part of the just compensation to the same effect as if made directly to the Landowner.

12. Payment of this amount will be made to the Landowner if, within thirty (30) days of service of this Condemnation Notice, the Landowner in writing requests payment and agrees to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. A "Request for Payment and Agreement" form is attached. The "Request for Payment and Agreement" must be sent by first class certified mail with return

RECEIVED
CLERK OF COURT
Horry County, SC
2018 OCT 29 10:35 AM

Deposit w/ COL -
verified gph

receipt requested to the Condemnor at Alford Law Firm, LLC, P.O. Drawer 8008, Hilton Head Island, South Carolina, 29938, or hand delivered in person to Alford Law Firm, LLC, 18 Executive Park Road, Building 1, Hilton Head Island, South Carolina, 29928, within thirty (30) days of the service hereof. If no "Request for Payment and Agreement" is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

13. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the county where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowners notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice. Should the Condemnor elect to exercise its right to take possession, it shall notify the Landowner by separate Notice prior to taking possession.

14. ANY ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY (30) DAYS OF THE SERVICE OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

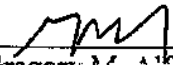
15. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify the Clerk of the Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that Notice must be served on the Landowner. That Notice shall state whether the Condemnor demands a trial by jury or by the court without a jury. The Landowner has the right to demand a trial by jury. The case may not be called for trial before (60) days after the service of that Notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowners written notice by mail of the call of the

case for trial.

16. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE LANDOWNER IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

17. In the event that the Landowner accepts the amount tendered in this Notice, the attached "Request for Payment and Agreement" form should be signed and returned to the Condemnor within thirty (30) days of your receipt of this Notice.

ALFORD LAW FIRM, LLC

By: 
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for Condemnor

Dated this 14th day of September, 2018.
Hilton Head Island, Beaufort County, South Carolina.

RENEE M. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
	)	
COUNTY OF HORRY	)	C/A No. 2018-CP-26-06064
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	CONSENT ORDER OF DISMISSAL
	)	AS TO BARBARA A. TODD
	)	
Barbara A. Todd	)	
	)	
Landowner(s),	)	
	)	
and	)	
	)	
Public Service Authority; Fitch Landing LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnee(s).	)	
	)	

This matter comes before this Court upon Motion of Condemnor South Carolina Electric & Gas Company ("SCE&G"), and with the consent of Barbara A. Todd ("Landowner"), pursuant to Rule 41(a)(2) of the South Carolina Rules of Civil Procedure, for an Order ending this case as to all of the parties where this case has been resolved pursuant to the Code of Laws of South Carolina, § 28-2-40 (1976, as amended).

Condemnor SCE&G's plans as referred to in the Condemnation Notice and Tender of Payment (the "Condemnation Notice") filed in this action, are specifically made a part hereof by reference, and together with the recitations in the Condemnation Notice, reflect and describe the property of Landowner and the right of way, interest and rights acquired by Condemnor SCE&G.

RECEIVED
CLERK OF COURT
HORRY COUNTY, SC
CERTIFIED COPY

It also appears Condemnor SCE&G and Landowner agree that Eighteen Thousand and 00/100 (\$18,000.00) Dollars is just compensation for Condemnor SCE&G's condemnation and acquisition of the easement and other rights as set forth in the Condemnation Notice, and for any special damages, and that such just compensation is to be paid to Landowner pursuant to the agreement with the Condemnor.

It further appears that Condemnor SCE&G and Landowner agree that this case has been settled as between them, and should be ended and dismissed as to Landowner.

It further appears that SCE&G provided proper notice to the remaining Other Condemnees, and that no appearances have been made on their behalves as of the date of this Order.

ACCORDINGLY, IT IS ORDERED:

1. This case is ended and dismissed as to all parties, with prejudice as to Barbara A. Todd;

2. Condemnor SCE&G shall pay Landowner the sum of **EIGHTEEN THOUSAND AND 00/100THS (\$18,000.00) DOLLARS**. Landowner shall provide SCE&G with an executed Agreement of Settlement and Release in the form heretofore agreed to by the parties, and a Federal Taxpayer Identification Number Information Form, which form shall reflect Landowner's Federal Taxpayer Identification Number (EIN) Number;

3. The Clerk of Court shall return to the Condemnor SCE&G any portion of the tender of payment on deposit with the Clerk of Court plus interest, if any, by check made payable to South Carolina Electric & Gas Company, and mailed to Gregory M. Alford, Alford Law LLC, P.O. Box 8008, Hilton Head Island, South Carolina 29938;

RENEE N. ELYS
CLERK OF COURT
HORRY COUNTY, SC

OFFICE OF THE CLERK

4. The Clerk of Court shall annotate the Condemnation Notice and file the same with the Register of Deeds for Horry County, duly indexed, as provided by law for the recording and indexing of deeds, showing the transfer to SCE&G of the easement interest in the subject property, such filing being exempt from filing fees as provided by South Carolina Code of Laws, §12-24-40 (Cum. Supp. 1997); and

5. The Clerk shall mail the recorded Annotated Notice of Condemnation to Gregory M. Alford, Alford Law Firm, LLC, P.O. Box 8008, Hilton Head Island, SC 29928.

IT IS SO ORDERED.

Conway, South Carolina
_____, 2019

Judge William H. Seals Jr.
Civil Administrative Judge
Fifteenth Judicial Circuit

WE MOVE:

I CONSENT:

Gregory M. Alford
Alford Law Firm, LLC
P.O. Box 8008 (29938)
18 Executive Park Road, Suite 1
Hilton Head Island, SC 29928
(843) 842-5500/(843) 842-8400 Fax

Henrietta Golding
McNair Law Firm
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577
843-444-1107/843-444-4729 Fax

ATTORNEY FOR BARBARA A. TODD

Jay E. Bressler
SCANA Corporation
220 Operation Way, MC C222
Cayce, SC 29033
(803)217-9816/(803)933-7113 Fax

ATTORNEYS FOR CONDEMNOR SCE&G

RENEE M. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

FILED COPY



Horry Common Pleas

Case Caption: South Carolina Electric & Gas Company VS Barbara A Todd ,
defendant, et al
Case Number: 2018CP2606064
Type: Order/Consent Order

So Ordered

s/ Larry B. Hyman 2152

Electronically signed on 2019-05-21 10:22:04 page 4 of 4

RENEE N. ELYS
CLERK OF COURT
HORRY COUNTY, SC

FILED CUP

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO. 2018-CP-26-06064
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	NOTICE OF DISMISSAL
	)	
Barbara A. Todd,	)	
	)	
Landowner,	)	
	)	
and	)	
	)	
Public Service Authority; Pitch Landing,	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnees.	)	
_____	)	

Comes now the Condemnor, who does hereby dismiss its Complaint against the above-named parties pursuant to Rule 41 of the South Carolina Rules of Civil Procedure.

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
 Gregory M. Alford (#6932)
 Post Office Drawer 8008
 Hilton Head Island, SC 29938
 (843) 842-5500
 Attorneys for the Condemnor

Dated this 25th day of July, 2019.
 Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
C/A No. 2018-CP-26-06064

South Carolina Electric & Gas Company,)
)
Condemnor,)
)
v.)
)
Barbara A. Todd)
)
Landowner (s),)
)
and)
)
Public Service Authority; Pitch Landing)
LLC; and Davis O. Heniford, Jr.)
)
Other Condemnee(s))
_____)

**AGREEMENT OF
SETTLEMENT AND RELEASE**

WHEREAS, South Carolina Electric & Gas Company (“SCE&G”) served the Notice of Condemnation and Tender of Payment (the “Condemnation Notice”) on Barbara A. Todd (herein sometimes “Landowner”) and other Condemnees in the above-captioned case for the acquisition of an easement and other rights for public purposes, more particularly for constructing, maintaining, operating, replacing and altering thereon and thereunder a natural gas transmission easement, communications, and for, among other rights, access for the aforesaid purposes; and

WHEREAS, the SCE&G plans for the project, of which the aforesaid construction and maintenance are a part, and the Condemnation Notice filed with the court and attached hereto, reflect and describe the property of the Landowner, and the easement area and rights to be acquired by SCE&G; and

WHEREAS, prior to the trial of this case in the Court of Common Pleas, SCE&G and Landowner agreed upon the sum of Eighteen Thousand and 00/100 (\$18,000.00) Dollars as just

compensation and damages to be paid by SCE&G to Landowner for the acquisition and other rights condemned by SCE&G, and any special damages; and

WHEREAS, in connection with the aforesaid agreement, Landowner agreed to grant SCE&G an easement and other rights for the construction, maintenance, and operation of the aforesaid lines and other equipment, together with access thereto, which easement grant shall be in the form of an Annotated Condemnation Notice; and

WHEREAS, the parties also agree that this case between the two of them has been settled, and that this case will be dismissed with prejudice as to Landowner pursuant to an Order in the form attached hereto as Exhibit "B".

ACCORDINGLY, for and in consideration of the sum of Eighteen Thousand and 00/100 (\$18,000.00) Dollars paid to Landowner by SCE&G (by way of a check made payable to "Barbara Tood"), the receipt of which is hereby acknowledged, Landowner agrees as follows:

I. RELEASE.

Landowner, for itself, its successors and assigns, does hereby acknowledge the aforesaid sum as payment in full of just compensation as a result of the aforesaid condemnation and acquisition by SCE&G, and does hereby release, acquit and forever discharge SCE&G, its successors and assigns, agents, contractors, and employees of and from any and all claims, demands, damages, actions, causes of action, and suits at law or in equity, of whatever kind or nature arisen, arising, or because of any matter, and relating to the above captioned action, and the condemnation and acquisition by SCE&G.

II. ORDER OF DISMISSAL WITH PREJUDICE AS TO BARBARA A. TODD.

In connection with the settlement agreed to, SCE&G and Landowner will enter into a Consent Order of Dismissal With Prejudice as to Landowner in the form attached as Exhibit "B".

III. PAYMENT OF FUNDS ON DEPOSIT WITH CLERK OF COURT.

As reflected by the form of the Order attached hereto as Exhibit "B", the monies on deposit with the Clerk of Court in the amount of Eighteen Thousand and 00/100 (\$18,000.00) Dollars, plus any accrued interest shall be returned to SCE&G.

IV. CONFIDENTIALLY.

Landowner agrees that the terms and conditions of this Settlement Agreement and Release shall remain confidential and, unless required by statute, Court rules, the Internal Revenue Service, other appropriate governmental authority, or ordered by a Court of competent jurisdiction, Landowner agrees to keep the terms of this Agreement of Settlement and Release, and the Consent Order of Dismissal confidential and agrees not to disclose the same to any third parties without the prior written consent of SCE&G, provided, however, Landowner shall be permitted to disclose the amount of this settlement and terms of this Agreement of Settlement and Release to its Board of Directors, Officers, other appropriate employees, tax advisors, and attorneys.

V. ENTIRE AGREEMENT; CONTRACTUAL.

Barbara A. Todd (Landowner) agrees that no promise, inducement, or agreement not herein expressed, has been made to it; that this Agreement contains the entire agreement between the parties hereto; and the terms of this Agreement are contractual.

IN WITNESS WHEREOF, the undersigned has executed this Agreement of Settlement and Release effective as of the 14 day of February, 2019.

WITNESSES


Christy Wygant

BARBARA A. TODD

By: 

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
))
South Carolina Electric & Gas Company,)
))
Condemnor,)
vs.)
))
Barbara A. Todd)
))
Landowner,)
))
and)
))
Public Service Authority; Pitch Landing,)
LLC; and Davis O. Heniford, Jr.)
))
Other Condemnees.)
))
))
_____)

IN THE COURT OF COMMON PLEAS

CONDEMNATION NOTICE AND

TENDER OF PAYMENT

TO THE LANDOWNER ABOVE NAMED:

Pursuant to the South Carolina Eminent Domain Procedure Act, S. C. Code Ann. § 28-2-10, *et seq.*, (Supp. 2011), you are hereby notified as follows:

1. South Carolina Electric & Gas Company is the Condemnor herein and seeks to acquire a portion of the real property described herein for public purposes. The term "Condemnor" shall include Condemnor's heirs, executors, administrators, successors and assigns, as the case may be.

2. Landowner, Barbara A. Todd, is the owner of property conveyed by Deed from Isaac Lacy Cannon, Jr., dated January 27, 2005 and recorded in the Office of the Register of Deeds for Horry County, South Carolina on January 28, 2005 in Deed Book 2854 at Page 355.

The property is described as follows:

ALL AND SINGULAR, that certain piece, parcel, or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina, containing 9.00 acres, more or less, as shown on plat prepared by Terry M. Watson, RLS, Land Surveying, Inc. for Michael Blanton, dated June 26, 1996, which plat is recorded in the office of the ROD for Horry County in Plat Book 144 at page 48, reference to which is craved as forming a part and parcel hereof.

There is excepted and reserved unto John J. Dargan and/or New River Corporation, their heirs, successor and assigns, an unobstructed, unencumbered easement and right of way, in, over and across that certain 50 foot private road access easement as show on the above referenced plat for the purpose of ingress, egress and the installation and maintenance of utilities.

Subject to restrictions as recorded in Deed Book 1895 at page 338 in the office of the ROD for Horry County.

This being the identical property conveyed to Issac Lucy Cannon, Jr. by Deed recorded in Deed Book 2595 at page 209 in the office of the ROD for Horry County.

TMS#150-00-01-021, 150-00-01-041, 150-00-01-042

The term "Landowner" shall include Landowner's heirs, executors, administrators, successors and assigns, as the case may be.

3. The following entities are named hereto as Other Condemnees:

(a) South Carolina Public Service Authority is made a party in this action by virtue of that indenture between John J. Dargan and South Carolina Public Service Authority ("SCPSA"), Distribution Right-Of-Way recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1811 at Page 225. The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of SCPSA, and any conflict between the occupation or

use of the subject property as between the Condemnor and SCPSA shall be resolved to the satisfaction of SCPSA.

(b) Pitch Landing, LLC is made a party in this action by virtue of the reservation between Issac Lacy Cannon, Jr. and Barbara A. Todd recorded in the Office of the

Register of Deeds for Horry County, South Carolina in Deed Book 2854 at Page 355.

(c) Davis O. Heniford, Jr. is made a party in this action by virtue of a unsatisfied mortgage between Davis O. Heniford, Jr. and Issac Lacy Cannon, Jr. recorded in the Office of the Register of Deeds for Horry County, South Carolina in Mortgage Book 3282 at Page 239.

The term "Other Condemnees" shall include any Other Condemnee's heirs, executors, administrators, successors and assigns, as the case may be.

4. In addition to the Property, the following is a description of the real property which is the subject of this action:

All that certain piece, parcel or tract of land shown as "PROPOSED 50' SCE&G GAS EASEMENT 1.23 +/- AC." on that certain survey drawing entitled "PROPOSED SCE&G EASEMENT, THE LANDS OF BARBARA A. TODD, PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS, CONWAY TOWNSHIP, Horry COUNTY, SOUTH CAROLINA, prepared and certified by Cox Surveyors & Associates, J. Jason Cox (SCRLS #26950), dated 05/31/2018, attached hereto as Exhibit "A" and incorporated herein by reference.

A Portion of TMS: 150-00-01-021; 150-00-01-041; 150-00-01-042

5. The interests sought to be acquired in and to the Property by the Condemnor are described above and include the following:

(a) A fifty foot (50') underground gas easement ("Easement") of 1.23 +/- acres on the western edge of the property, for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of

gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, with the Grantor having the right to select the route thereof under, over, through and across the Property;

(b) Together with the right from time to time to redesign, rebuilt or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Condemnor may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the Easement;

(c) Together with the right of ingress, egress, and access to and from the Easement and upon the Property as may be necessary or convenient for purposes connected with the Easement;

(d) Together with (i) the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon the Easement and such trees beyond the same ("Danger Trees") as in the judgment of Condemnor may interfere with or endanger said lines or appurtenances when erected, provided that Condemnor will pay to Landowner the fair market value of such Danger Trees at the time of cutting as determined by a registered professional forester, and (ii) the right of entry upon the Property for all of the purposes aforesaid;

(e) Provided, however, that (i) all pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land, (ii) any damage to the Property (other than to property cleared or removed as provided herein) caused by Condemnor in the course of constructing, rebuilding or repairing said pipe line shall be borne by Condemnor, and (iii) Landowner shall reserve the right to

cultivate and use the ground within the limits of the Easement, provided that such use shall not interfere with or obstruct the Condemnor's rights, and provided further than no building or other structure shall be erected by Landowner within the Easement.

6. Condemnor is vested with the power of eminent domain pursuant to Section 28-2-60 and Section 58-7-10, Code of Laws of South Carolina, 1976, as amended.

7. The property sought herein is to be acquired for public purposes.

8. This action is brought pursuant to Section 28-2-240, Code of Laws of South Carolina, 1976, as amended.

9. Condemnor has complied with the requirements set forth in Section 28-2-70(A), Code of Laws of South Carolina, 1976, as amended, by having the subject property appraised and making the appraisal available to the Landowner where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

10. Project plans may be inspected at the office of Condemnor at SCE&G, 920 Shine Avenue, Myrtle Beach, SC 29577-1523.

11. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER TO BE THE SUM OF TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00), AND HEREBY TENDERS PAYMENT TO THE LANDOWNER FOR ACCEPTANCE. Should any liens and/or encumbrances exist against the property which is the subject of this action, Condemnor reserves the right, at its discretion, to pay all or any portion of the just compensation to the holders of any liens or encumbrances – and any such payment(s) shall be part of the just compensation to the same effect as if made directly to the Landowner.

12. Payment of this amount will be made to the Landowner if, within thirty (30) days of service of this Condemnation Notice, the Landowner in writing requests payment and agrees to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. A “Request for Payment and Agreement” form is attached. The “Request for Payment and Agreement” must be sent by first class certified mail with return

receipt requested to the Condemnor at Alford Law Firm, LLC, P.O. Drawer 8008, Hilton Head Island, South Carolina, 29938, or hand delivered in person to Alford Law Firm, LLC, 18 Executive Park Road, Building 1, Hilton Head Island, South Carolina, 29928, within thirty (30) days of the service hereof. If no "Request for Payment and Agreement" is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

13. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the county where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowners notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice. Should the Condemnor elect to exercise its right to take possession, it shall notify the Landowner by separate Notice prior to taking possession.

14. ANY ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY (30) DAYS OF THE SERVICE OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

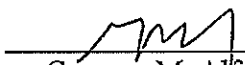
15. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify the Clerk of the Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that Notice must be served on the Landowner. That Notice shall state whether the Condemnor demands a trial by jury or by the court without a jury. The Landowner has the right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that Notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowners written notice by mail of the call of the

case for trial.

16. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE LANDOWNER IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

17. In the event that the Landowner accepts the amount tendered in this Notice, the attached "Request for Payment and Agreement" form should be signed and returned to the Condemnor within thirty (30) days of your receipt of this Notice.

ALFORD LAW FIRM, LLC

By: 
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for Condemnor

Dated this 14th day of September, 2018.
Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

ACCEPTANCE OF OFFER AND REQUEST FOR PAYMENT

IF THE LANDOWNER HEREIN AGREES TO ACCEPT THE TENDER OF TWELVE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$12,500.00) AS JUST COMPENSATION FOR THE TAKING OF THE PROPERTY DESCRIBED IN THE CONDEMNATION NOTICE AND TENDER OF PAYMENT, THIS ACCEPTANCE OF OFFER AND REQUEST FOR PAYMENT MUST BE SIGNED BY THE LANDOWNER AND DELIVERED TO ALFORD LAW FIRM, LLC, P.O. DRAWER 8008 (29938), 18 EXECUTIVE PARK ROAD, BUILDING 1, HILTON HEAD ISLAND, SOUTH CAROLINA 29928 WITHIN THIRTY (30) DAYS OF THE DATE OF SERVICE THEREOF.

COMES NOW the Landowner and states as follows:

1. I am the owner of Property, including the property which is described as follows:

All that certain piece, parcel or tract of land shown as "PROPOSED 50' SCE&G GAS EASEMENT 1.23 +/- AC." on that certain survey drawing entitled "PROPOSED SCE&G EASEMENT, THE LANDS OF BARBARA A. TODD, PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS, CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, prepared and certified by Cox Surveyors & Associates, J. Jason Cox (SCRLS #26950), dated 05/31/2018, attached hereto as Exhibit "A" and incorporated herein by reference.

A Portion of TMS: 150-00-01-021; 150-00-01-041; 150-00-01-042

2. I accept the offer of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00) as just compensation for the acquisition of the property described in the Condemnation Notice and Tender of Payment.

3. I agree to execute and deliver an Easement and any other documents required to convey the property interests described in the Condemnation Notice and Tender of Payment to the Condemnor in exchange for payment of just compensation in the amount of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00).

WITNESSES:

BARBARA A. TODD

By: _____

Print Name: _____

Date: _____

Its: _____



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
	)	
COUNTY OF HORRY	)	C/A No. 2018-CP-26-06064
	)	
South Carolina Electric & Gas	)	
Company,	)	
	)	
Condemnor,	)	CONSENT ORDER OF DISMISSAL
	)	AS TO BARBARA A. TODD
	)	
	)	
Barbara A. Todd	)	
	)	
Landowner(s),	)	
	)	
and	)	
	)	
Public Service Authority; Pitch Landing	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnee(s).	)	
_____	)	

This matter comes before this Court upon Motion of Condemnor South Carolina Electric & Gas Company ("SCE&G"), and with the consent of Barbara A. Todd ("Landowner"), pursuant to Rule 41(a)(2) of the South Carolina Rules of Civil Procedure, for an Order ending this case as to all of the parties where this case has been resolved pursuant to the Code of Laws of South Carolina, § 28-2-40 (1976, as amended).

Condemnor SCE&G's plans as referred to in the Condemnation Notice and Tender of Payment (the "Condemnation Notice") filed in this action, are specifically made a part hereof by reference, and together with the recitations in the Condemnation Notice, reflect and describe the property of Landowner and the right of way, interest and rights acquired by Condemnor SCE&G.

It also appears Condemnor SCE&G and Landowner agree that Eighteen Thousand and 00/100 (\$18,000.00) Dollars is just compensation for Condemnor SCE&G's condemnation and acquisition of the easement and other rights as set forth in the Condemnation Notice, and for any special damages, and that such just compensation is to be paid to Landowner pursuant to the agreement with the Condemnor.

It further appears that Condemnor SCE&G and Landowner agree that this case has been settled as between them, and should be ended and dismissed as to Landowner.

It further appears that SCE&G provided proper notice to the remaining Other Condemnees, and that no appearances have been made on their behalves as of the date of this Order.

ACCORDINGLY, IT IS ORDERED:

1. This case is ended and dismissed as to all parties, with prejudice as to Barbara A. Todd;
2. Condemnor SCE&G shall pay Landowner the sum of **EIGHTEEN THOUSAND AND 00/100THS (\$18,000.00) DOLLARS**. Landowner shall provide SCE&G with an executed Agreement of Settlement and Release in the form heretofore agreed to by the parties, and a Federal Taxpayer Identification Number Information Form, which form shall reflect Landowner's Federal Taxpayer Identification Number (EIN) Number;
3. The Clerk of Court shall return to the Condemnor SCE&G any portion of the tender of payment on deposit with the Clerk of Court plus interest, if any, by check made payable to South Carolina Electric & Gas Company, and mailed to Gregory M. Alford, Alford Law Firm, LLC, P.O. Box 8008, Hilton Head Island, South Carolina 29938;

4. The Clerk of Court shall annotate the Condemnation Notice and file the same with the Register of Deeds for Horry County, duly indexed, as provided by law for the recording and indexing of deeds, showing the transfer to SCE&G of the easement interest in the subject property, such filing being exempt from filing fees as provided by South Carolina Code of Laws, §12-24-40 (Cum. Supp. 1997); and

5. The Clerk shall mail the recorded Annotated Notice of Condemnation to Gregory M. Alford, Alford Law Firm, LLC, P.O. Box 8008, Hilton Head Island, SC 29928.

IT IS SO ORDERED.

Conway, South Carolina
_____, 2019

Judge William H. Seals Jr.
Civil Administrative Judge
Fifteenth Judicial Circuit

WE MOVE:

I CONSENT:

Gregory M. Alford
Alford Law Firm, LLC
P.O. Box 8008 (29938)
18 Executive Park Road, Suite 1
Hilton Head Island, SC 29928
(843) 842-5500/(843) 842-8400 Fax

Henrietta Golding
McNair Law Firm
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577
843-444-1107/843-444-4729 Fax

ATTORNEY FOR BARBARA A. TODD

Jay E. Bressler
SCANA Corporation
220 Operation Way, MC C222
Cayce, SC 29033
(803)217-9816/(803)933-7113 Fax

ATTORNEYS FOR CONDEMNOR SCE&G



Horry Common Pleas

Case Caption: South Carolina Electric & Gas Company VS Barbara A Todd ,
defendant, et al
Case Number: 2018CP2606064
Type: Order/Consent Order

So Ordered

s/ Larry B. Hyman 2152

Electronically signed on 2019-05-21 10:22:04 page 4 of 4

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO. 2018-CP-26-06064
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	RELEASE OF LIS PENDENS
	)	
Barbara A. Todd,	)	
	)	
Landowner,	)	
	)	
and	)	
	)	
Public Service Authority; Pitch Landing,	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnees.	)	
_____	)	

Comes now the Condemnor, South Carolina Electric & Gas Company, and releases the below-referenced property from the Lis Pendens filed on October 29, 2018, in the Clerk of Court's Office for Horry County, South Carolina for case number 2018-CP-26-06064.

All those certain pieces, parcels or tracts of land described as:

ALL AND SINGULAR, that certain piece, parcel, or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina, containing 9.00 acres, more or less, as shown on plat prepared by Terry M. Watson, RLS, Land Surveying, Inc. for Michael Blanton, dated June 26, 1996, which plat is recorded in the office of the ROD for Horry County in Plat Book 144 at page 48, reference to which is craved as forming a part and parcel hereof.

There is excepted and reserved unto John J. Dargan and/or New River Corporation, their heirs, successor and assigns, an unobstructed, unencumbered easement and right of way, in, over and across that certain 50 foot private road access easement as show on the above referenced plat for the purpose of ingress, egress and the installation and maintenance of utilities.

Subject to restrictions as recorded in Deed Book 1895 at page 338 in the office of the ROD for Horry County.

This being the identical property conveyed to Issac Lucy Cannon, Jr. by Deed recorded in Deed Book 2595 at page 209 in the office of the ROD for Horry County.

TMS#150-00-01-021, 150-00-01-041, 150-00-01-042

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for the Condemnor

Dated this 25th day of July, 2019.
Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	SUMMONS
	)	
Pitch Landing, LLC	)	
	)	
Landowner,	)	
	)	
And	)	
	)	
South Carolina Public Service Authority;	)	
Horry Telephone Cooperative; Grand	)	
Strand Water and Sewer Authority;	)	
Coastal Carolina National Bank;	)	
Bill J. McDowell & Sally R. McDowell;	)	
Bobby D. McDowell	)	
	)	
Other Condemnees.	)	
	)	

TO: THE LANDOWNER(S) ABOVE-NAMED:

You are hereby Summoned and required to Answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer thereto upon the undersigned at their offices, Post Office Drawer 8008, 18 Executive Park Drive, Building 1, Hilton Head Island, SC 29938, within thirty (30) days of the service hereof, exclusive of the date of such service, and if you fail to answer the Complaint within such time, the Condemnor in this action will apply to the Court for the relief demanded therein, and judgment by default will be entered against you.

YOU WILL ALSO TAKE NOTICE that the Condemnor will move for an Order of Reference or that the Court may issue a general Order of Reference of this action to a Master or Special Referee pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure* ("SCRCP").

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE HEREBY FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian *ad litem* within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, the undersigned shall make application for such appointment.

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for The Condemnor,

Dated this 14th day of November, 2018.
Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	
	)	COMPLAINT
Pitch Landing, LLC	)	(Non-Jury)
	)	
Landowner,	)	
	)	
And	)	
	)	
South Carolina Public Service Authority;	)	
Horry Telephone Cooperative; Grand	)	
Strand Water and Sewer Authority;	)	
Coastal Carolina National Bank;	)	
Bill J. McDowell & Sally R. McDowell;	)	
Bobby D. McDowell	)	
	)	
Other Condemnees.	)	
	)	

The Condemnor, South Carolina Electric & Gas Company, complaining of the Landowner herein, would respectfully show as follows unto this Honorable Court:

1. The word “Condemnor” shall include Condemnor’s heirs, executors, administrators, successors, and assigns, as the case may be. The word “Landowner” shall include Landowner’s successors and assigns and its wholly or partially owned subsidiaries.

2. Condemnor is a corporation organized and existing under the laws of the State of South Carolina, and is vested with the power of eminent domain pursuant to Section 28-2-60, *et seq.* and Section 58-7-10, *et seq.*, Code of Laws of South Carolina, 1976, as amended.

3. Landowner, Pitch Landing, LLC, is the owner of property conveyed by Deed from New River Corporation, dated March 16, 2005 and recorded in the Office of the Register of Deeds

for Horry County, South Carolina on March 18, 2005 in Deed Book 2878 at Page 247. The property is described as follows:

ALL AND SINGULAR, that certain piece parcel, lot or tract of land situate lying and being in Conway Township, Horry County, South Carolina and being designated as 185.95 acres more or less as shown on that certain plat prepared for PITCH LANDING, LLC by Culler Land Surveying Co., Inc. dated February 7, 2005 and recorded March 18, 2005 in Plat Book 204 at Page 13, Horry County records.

DERIVATION FOR TMS 150-00-01-001 & 150-00-01-008

This being a portion of that certain property conveyed unto New River Corporation herein by Deed of John J. Dargan recorded March 18, 2005 in Deed Book 2878 at Page 243, Horry County records.

DERIVATION FOR TMS 150-00-01-039

This being a portion of that certain 34.8 acres conveyed unto New River Corporation herein by Deed of John J. Dargan recorded in Book 958 at Page 814, Horry County records.

DERIVATION FOR TMS 150-00-01-009

This being a portion of that certain 50 acres conveyed unto New River Corporation herein by Deed of John J. Dargan recorded in Book 1018 at Page 906, Horry County records.

TMS#150-00-01-001, 008, 009, & 039

The term "Landowner" shall include Landowner's heirs, executors, administrators, successors and assigns, as the case may be.

4. The following entities are named hereto as Other Condemnees:

(a) South Carolina Public Service Authority is made a party in this action by virtue of that indenture between John J. Dargan and South Carolina Public Service Authority ("SCPSA"), Distribution Right-Of-Way recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1811 at Page 225. The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to

those of SCPSA, and any conflict between the occupation or use of the subject property as between the Condemnor and SCPSA shall be resolved to the satisfaction of SCPSA.

(b) Horry Telephone Cooperative, Inc. is made a party in this action by virtue of that indenture between Pitch Landing, LLC and Horry Telephone Cooperative, Inc. (“HTC”), Easement recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 3470 at Page 970. The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of HTC, and any conflict between the occupation or use of the subject property as between the Condemnor and HTC shall be resolved to the satisfaction of HTC.

(c) Grand Strand Water and Sewer Authority is made a party in this action by virtue of that indenture between John J. Dargan and Grand Strand Water and Sewer Authority (“GSWSA”), Sewer Pump Tank Perpetual Easement Right of Way recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1983 at Page 417. The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of GSWSA, and any conflict between the occupation or use of the subject property as between the Condemnor and GSWSA shall be resolved to the satisfaction of GSWSA.

(d) Grand Strand Water and Sewer Authority is made a party in this action by virtue of that indenture between New River Corporation and Grand Strand Water and Sewer Authority (“GSWSA”), Right of Way and Easement recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 2372 at Page 554. The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of GSWSA, and any conflict between the occupation or use of the subject property as

between the Condemnor and GSWSA shall be resolved to the satisfaction of GSWSA.

(e) Grand Strand Water and Sewer Authority is made a party in this action by virtue of that indenture between John J. Dargan and Grand Strand Water and Sewer Authority (“GSWSA”), Sewer Pump Tank Perpetual Easement / Right-Of-Way recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1966 at Page 1315.

The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of GSWSA, and any conflict between the occupation or use of the subject property as between the Condemnor and GSWSA shall be resolved to the satisfaction of GSWSA.

(f) Bridgette D. Hudson is made a party in this action by virtue of that indenture between John J. Dargan and New River Corporation and Bridgette D. Hudson (“HUDSON”), Easement recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1811 at Page 340.

(g) Bill J. McDowell and Sally R. McDowell are made a party in this action by virtue of that indenture between John J. Dargan and Bill J. McDowell and Sally R. McDowell (“MCDOWELL”), Easement and Right of Way for Ingress Egress recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1651 at Page 196.

(h) Bobby D. McDowell is made a party in this action by virtue of that indenture between John J. Dargan and Bobby McDowell (“MCDOWELL2”), Easement for Septic tank and sewer lines recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1735 at Page 509.

(i) Coastal Carolina National Bank is made a party in this action by virtue of that indenture between Pitch Landing, LLC and Coastal Carolina National Bank (“CCNB”),

Mortgage recorded in the Office of the Register of Deeds for Horry County, South Carolina in Mortgage Book 5444 at Page 1536.

The term “Other Condemnees” shall include any Other Condemnee’s heirs, executors, administrators, successors and assigns, as the case may be.

5. The following is a description of the real property subject to this action, which property is a portion of the property described in paragraph three (3) above:

All that certain piece, parcel or tract of land shown as “PROPOSED 50’ SCE&G GAS EASEMENT 1.39 +/- AC.” on that certain survey drawing entitled “PROPOSED SCE&G EASEMENT, THE LANDS OF PITCH LANDING, LLC, PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS, CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, prepared and certified by Cox Surveyors & Associates, J. Jason Cox (SCRLS #26950), dated 05/31/2018, attached hereto as **Exhibit “A”** and incorporated herein by reference.

A Portion of TMS: 150-00-01-009

6. The interests sought to be acquired in and to the Property by the Condemnor is/are the following:

- (a) A fifty foot (50’) natural gas pipeline easement (“Easement”), as shown on Exhibit “A”, for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line over, through and across the Property;
- (b) A non-exclusive temporary easement for construction, ingress and egress and the storage and maintenance of materials, equipment and other matter related to the Easement;

- (c) Together with the right from time to time to redesign, rebuilt or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Condemnor may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the Easement;
- (d) Together with the right of ingress, egress, and access to and from the Easement and upon the Property as may be necessary or convenient for purposes connected with the Easement;
- (e) Together with (i) the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon the Easement and such trees beyond the same ("Danger Trees") as in the judgment of Condemnor may interfere with or endanger said lines or appurtenances when erected, provided that Condemnor will pay to Landowner the fair market value of such Danger Trees at the time of cutting as determined by a registered professional forester, and (ii) the right of entry upon the Property for all of the purposes aforesaid;
- (f) Provided, however, that (i) all pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land, (ii) any damage to the Property (other than to property cleared or removed as provided herein) caused by Condemnor in the course of constructing, rebuilding or repairing said pipe line shall be borne by Condemnor, and (iii) Landowner shall reserve the right to cultivate and use the ground within the limits of the Easement, provided that such use shall not interfere with or

obstruct the Condemnor's rights, and provided further than no building or other structure shall be erected by Landowner within the Easement.

7. The interest(s) sought to be acquired by Condemnor and set forth above in Paragraph 5 and 6 are hereinafter collectively referred to as the "Acquisition Interest".

8. The Parties hereto and the subject matter herein are properly before the Court of Common Pleas for Horry County, South Carolina.

9. The property interests to be acquired by the Condemnor are shown and described on the plat attached hereto as Exhibit "A".

10. Heretofore, on October 4, 2018, the Condemnor served on the Landowner a Condemnation Notice and Tender of Payment, a copy of which is attached hereto as Exhibit "B". The tender was rejected and/or otherwise not accepted, and the Condemnor is unable to acquire the Acquisition Interest without instituting the above-captioned matter.

11. Condemnor has complied with the requirements set forth in S.C. Code Ann. Section 28-2-70(A) by having the subject property appraised and making the appraisal available to the Landowner where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

12. The Condemnor is entitled to an Order of this Honorable Court:

- (a) Determining that the sum of Six Thousand Nine Hundred and 00/100 Dollars (\$6,900.00) is just compensation for the interests in the Landowner's property to be acquired;
- (b) Directing the Clerk of Court to issue one or more good and sufficient Clerk's Easement(s) to the Condemnor to convey the Acquisition Interest; and
- (c) Determining that, after conveyance of the Acquisition Interest to Condemnor,

the Other Condemnee's rights/interests as relate to the Acquisition Interest, unless otherwise agreed between the parties, are subordinate and subject to the Acquisition Interest and conveyance of the same.

WHEREFORE, the Condemnor prays that this Honorable Court inquire into the matters set forth herein and that it render its judgment and order as follows:

1. Determining that the sum of Six Thousand Nine Hundred and 00/100 Dollars (\$6,900.00) is just compensation for the Acquisition Interest;
2. Directing the Clerk of Court to issue one or more good and sufficient Clerk's Easement(s) to the Condemnor to convey the Acquisition Interest;
3. Determining that, after conveyance of the Acquisition Interest to Condemnor, the Other Condemnee's rights/interests as relate to the Acquisition Interest, unless otherwise agreed between the parties, are subordinate and subject to the Acquisition Interest and conveyance of the same.
4. For all other and further relief as this Honorable Court may deem just and proper.

[Signature on following page]

ALFORD LAW FIRM, LLC

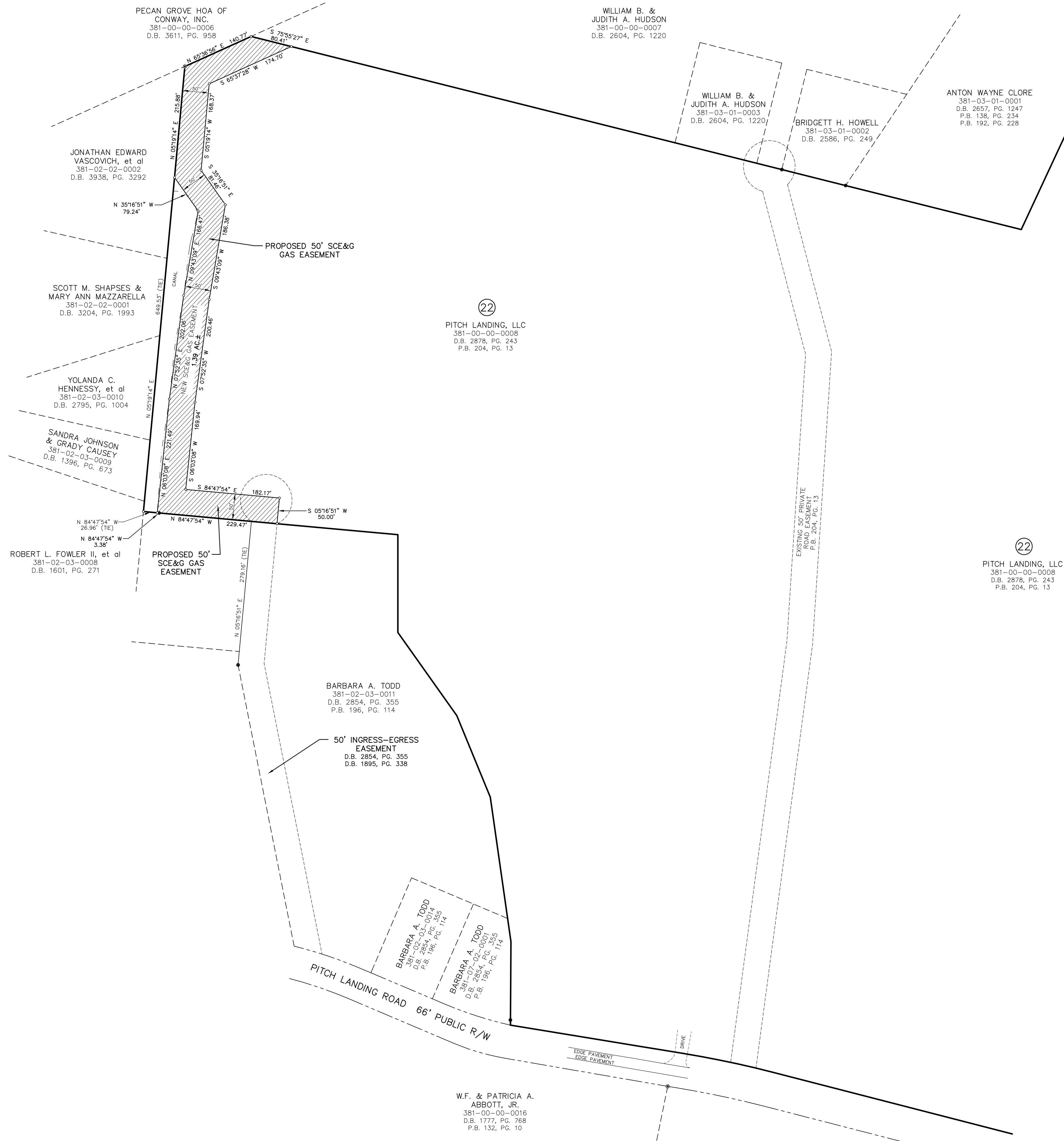
By: s/Gregory M. Alford
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for the Condemnor

Dated this 14th day of November, 2018.
Hilton Head Island, Beaufort County, South Carolina.



LEGEND

- 1/2" IRON PIPE FOUND
 5/8" IRON REBAR FOUND
 BOUNDARY POINT
 D.B. DEED BOOK
 P.B. PLAT BOOK
 PG. PAGE
 S.F. SQUARE FEET
 AC. ACRE
 B.S.L. BUILDING SETBACK LINE
 R/W RIGHT-OF-WAY
 PROPOSED SCE&G GAS EASEMENT



REFERENCE MAP:
1. "COMBINATION PLAT OF 185.95 ACRES OF LAND LOCATED ON PITCH LANDING ROAD NEAR PITCH LANDING" BY CULLER LAND SURVEYING CO., INC. DATED FEBRUARY 4, 2005 AND RECORDED AT Horry County R.O.D. IN P.B. 204, PG. 13.

NOTES:

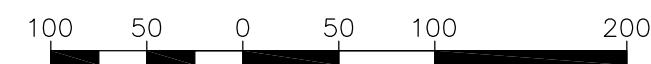
1. PIN NO. 381-00-00-0008.
2. ALL BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD83(2011) AND OBTAINED FROM GPS OBSERVATIONS VIA THE S.C.G.S. VRS NETWORK.
3. A TITLE SEARCH WAS NOT PERFORMED BY THIS OFFICE ON THIS DATE.
4. THIS SURVEY WAS PREPARED FOR EASEMENT PURPOSES ONLY.
5. A BOUNDARY SURVEY WAS PERFORMED ON THE ENTIRE PROPERTY FOR WHICH THE EASEMENT IS LOCATED ON.
6. DEED & PLAT REFERENCES: AS SHOWN.

THIS INSTRUMENT AND REPRODUCIBLE COPIES OF THIS INSTRUMENT ARE OWNED BY COX SURVEYORS & ASSOCIATES, LLC. REPRODUCTIONS OF THIS INSTRUMENT ARE NOT PERMITTED WITHOUT WRITTEN CONSENT OF COX SURVEYORS & ASSOCIATES, LLC UNLESS OBTAINED THROUGH MATTERS OF PUBLIC RECORD. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

PROPOSED
SCE&G GAS EASEMENT
THE LANDS OF PITCH LANDING, LLC
PREPARED FOR:

SOUTH CAROLINA
ELECTRIC & GAS

CONWAY TOWNSHIP
Horry County SOUTH CAROLINA



SCALE: 1 INCH = 100 FEET

SURVEYED & MAPPED BY

COY SURVEYORS & ASSOCIATES

COX SURVEYORS & ASSOCIATES

A LIMITED LIABILITY COMPANY

4325 DICK POND ROAD, SUITE A

MYRTLE BEACH, SC 29588 (843) 650-150

www.coxsurveyors.com

DRAWN BY VGB FIELD DATE 05/201

REVIEWED	JJC	PLAT DATE	05/31/201
CREW CHIEF	CTP		

CREW CHIEF CIB FIELD BOOK CS-116

C:\Drawings-CSA\01100\01168 SCEG\easement plots\01168 tract 22 (381-CO-CO-0008).dwg: 5/31/2018 2:18 PM

EXHIBIT "B"

ALFORD LAW FIRM, LLC

Attorneys at Law

18 Executive Park Road, Building 1
P.O. Drawer 8008
Hilton Head Island, SC 29938-8008
Telephone (843) 842-5500
Facsimile (843) 842-8400
www.alfordlawsc.com

GREGORY M. ALFORD
EMAIL: GREGG@ALFORDLAWSC.COM

(NOT FOR CONFIDENTIAL COMMUNICATIONS)

GREGORY M. ALFORD*
THOMAS E. WILLIAMS†

*Also member Georgia Bar
† Of Counsel

September 14, 2018

Via U.S. Certified Mail Return Receipt Requested

Pitch Landing, LLC
P.O. Box 16034
Surfside Beach, SC 29587

Mr. Archie Howell, Registered Agent
Pitch Landing, LLC
940 Platt Blvd.
Surfside Beach, SC 29575

Re: South Carolina Electric & Gas Company vs. Pitch Landing, LLC
(150-00-01-009)

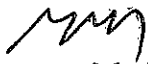
Dear Landowner:

Enclosed please find a Condemnation Notice and Tender of Payment, which I hereby serve upon you in connection with the above referenced matter. The Tender of Payment is in the amount of SIX THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$6,900.00). If you execute the enclosed Acceptance of Offer and Request For Payment, please send the original signed copy to our office at your earliest convenience. Note that we will require additional documents by you in order to finalize this acquisition and submit payment to you.

If you choose not to accept our tender, please understand that we are open to negotiation and respect your property rights.

In either case, we strongly advise you to see an attorney of your own to assist you in evaluating your rights. Thank you for your attention to this matter, and I look forward to hearing from you soon. With kindest regards, I am,

Sincerely,
ALFORD LAW FIRM, LLC


Gregory M. Alford

GMA/vka
Enclosures

Cc: Horry Telephone Cooperative
P.O. Box 1820
Conway, SC 29528-1820

South Carolina Public Service Authority
Santee Cooper
1 Riverwood Drive
Moncks Corner, SC 29461

Grand Strand Water and Sewer Authority
P.O. Box 1537
Conway, SC 29528

Bridgette D. Hudson
366 Pitch Landing Road
Conway, SC 29527

Bill J. McDowell
145 Holcombe Lane
Conway, SC 29527

Sally R. McDowell
P.O. Box 2902
Conway, SC 29528

Bobby D. McDowell
205 Woodward Drive
Conway, SC 29527

Coastal Carolina National Bank
2305 Oak Street
Myrtle Beach, SC 29577

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	CONDEMNATION NOTICE AND
	)	
Pitch Landing, LLC	)	TENDER OF PAYMENT
	)	
Landowner,	)	
	)	
and	)	
	)	
South Carolina Public Service Authority;	)	
Horry Telephone Cooperative;	)	
Grand Strand Water and Sewer	)	
Authority; Bridgette D. Hudson;	)	
Coastal Carolina National Bank;	)	
Bill J. McDowell & Sally R. McDowell;	)	
Bobby D. McDowell	)	
	)	
Other Condemnees.	)	
	)	
	)	
	)	

TO THE LANDOWNER ABOVE NAMED:

Pursuant to the South Carolina Eminent Domain Procedure Act, S. C. Code Ann. § 28-2-10, *et seq.*, (Supp. 2011), you are hereby notified as follows:

1. South Carolina Electric & Gas Company is the Condemnor herein and seeks to acquire a portion of the real property described herein for public purposes. The term "Condemnor" shall include Condemnor's heirs, executors, administrators, successors and assigns, as the case may be.

2. Landowner, Pitch Landing, LLC, is the owner of property conveyed by Deed from New River Corporation, dated March 16, 2005 and recorded in the Office of the Register of

Deeds for Horry County, South Carolina on March 18, 2005 in Deed Book 2878 at Page 247.

The property is described as follows:

ALL AND SINGULAR, that certain piece parcel, lot or tract of land situate lying and being in Conway Township, Horry County, South Carolina and being designated as 185.95 acres more or less as shown on that certain plat prepared for PITCH LANDING, LLC by Culler Land Surveying Co., Inc. dated February 7, 2005 and recorded March 18, 2005 in Plat Book 204 at Page 13, Horry County records.

DERIVATION FOR TMS 150-00-01-001 & 150-00-01-008

This being a portion of that certain property conveyed unto New River Corporation herein by Deed of John J. Dargan recorded March 18, 2005 in Deed Book 2878 at Page 243, Horry County records.

DERIVATION FOR TMS 150-00-01-039

This being a portion of that certain 34.8 acres conveyed unto New River Corporation herein by Deed of John J. Dargan recorded in Book 958 at Page 814, Horry County records.

DERIVATION FOR TMS 150-00-01-009

This being a portion of that certain 50 acres conveyed unto New River Corporation herein by Deed of John J. Dargan recorded in Book 1018 at Page 906, Horry County records.

TMS#150-00-01-001, 008, 009, & 039

The term "Landowner" shall include Landowner's heirs, executors, administrators, successors and assigns, as the case may be.

3. The following entities are named hereto as Other Condemnees:

(a) South Carolina Public Service Authority is made a party in this action by virtue of

that indenture between John J. Dargan and South Carolina Public Service Authority

("SCPSA"), Distribution Right-Of-Way recorded in the Office of the Register of Deeds

for Horry County, South Carolina in Deed Book 1811 at Page 225. The rights and

interest to be acquired by the Condemnor in the subject action are specifically

subordinate to and subject to those of SCPSA, and any conflict between the occupation or use of the subject property as between the Condemnor and SCPSA shall be resolved to the satisfaction of SCPSA.

(b) Horry Telephone Cooperative, Inc. is made a party in this action by virtue of that indenture between Pitch Landing, LLC and Horry Telephone Cooperative, Inc. ("HTC"), Easement recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 3470 at Page 970. The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of HTC, and any conflict between the occupation or use of the subject property as between the Condemnor and HTC shall be resolved to the satisfaction of HTC.

(c) Grand Strand Water and Sewer Authority is made a party in this action by virtue of that indenture between John J. Dargan and Grand Strand Water and Sewer Authority ("GSWSA"), Sewer Pump Tank Perpetual Easement Right of Way recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1983 at Page 417. The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of GSWSA, and any conflict between the occupation or use of the subject property as between the Condemnor and GSWSA shall be resolved to the satisfaction of GSWSA.

(d) Grand Strand Water and Sewer Authority is made a party in this action by virtue of that indenture between New River Corporation and Grand Strand Water and Sewer Authority ("GSWSA"), Right of Way and Easement recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 2372 at Page 554. The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of GSWSA, and any conflict between the

occupation or use of the subject property as between the Condemnor and GSWSA shall be resolved to the satisfaction of GSWSA.

(e) Grand Strand Water and Sewer Authority is made a party in this action by virtue of that indenture between John J. Dargan and Grand Strand Water and Sewer Authority ("GSWSA"), Sewer Pump Tank Perpetual Easement / Right-Of-Way recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1966 at Page 1315. The rights and interest to be acquired by the Condemnor in the subject action are specifically subordinate to and subject to those of GSWSA, and any conflict between the occupation or use of the subject property as between the Condemnor and GSWSA shall be resolved to the satisfaction of GSWSA.

(f) Bridgette D. Hudson is made a party in this action by virtue of that indenture between John J. Dargan and New River Corporation and Bridgette D. Hudson ("HUDSON"), Easement recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1811 at Page 340.

(f) Bill J. McDowell and Sally R. McDowell are made a party in this action by virtue of that indenture between John J. Dargan and Bill J. McDowell and Sally R. McDowell ("MCDOWELL"), Easement and Right of Way for Ingress Egress recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1651 at Page 196.

(g) Bobby D. McDowell is made a party in this action by virtue of that indenture between John J. Dargan and Bobby McDowell ("MCDOWELL2"), Easement for Septic tank and sewer lines recorded in the Office of the Register of Deeds for Horry County, South Carolina in Deed Book 1735 at Page 509.

(H) Coastal Carolina National Bank is made a party in this action by virtue of that

indenture between Pitch Landing, LLC and Coastal Carolina National Bank ("CCNB"), Mortgage recorded in the Office of the Register of Deeds for Horry County, South Carolina in Mortgage Book 5444 at Page 1536.

The term "Other Condemnees" shall include any Other Condemnee's heirs, executors, administrators, successors and assigns, as the case may be.

4. In addition to the Property, the following is a description of the real property which is the subject of this action:

All that certain piece, parcel or tract of land shown as "PROPOSED 50' SCE&G GAS EASEMENT 1.39 +/- AC." on that certain survey drawing entitled "PROPOSED SCE&G EASEMENT, THE LANDS OF PITCH LANDING, LLC, PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS, CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, prepared and certified by Cox Surveyors & Associates, J. Jason Cox (SCRLS #26950), dated 05/31/2018, attached hereto as Exhibit "A" and incorporated herein by reference.

A Portion of TMS: 150-00-01-009.

5. The interests sought to be acquired in and to the Property by the Condemnor are described above and include the following:

- (a) A fifty foot (50') underground gas easement ("Easement") of 1.39 +/- acres on the western edge of the property, for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products, or any other liquids, gases or substances which can be transported through a pipe line, with the Grantor having the right to select the route thereof under, over, through and across the Property;
- (b) Together with the right from time to time to redesign, rebuilt or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as

Condemnor may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the Easement;

(c) Together with the right of ingress, egress, and access to and from the Easement and upon the Property as may be necessary or convenient for purposes connected with the Easement;

(d) Together with (i) the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon the Easement and such trees beyond the same ("Danger Trees") as in the judgment of Condemnor may interfere with or endanger said lines or appurtenances when erected, provided that Condemnor will pay to Landowner the fair market value of such Danger Trees at the time of cutting as determined by a registered professional forester, and (ii) the right of entry upon the Property for all of the purposes aforesaid;

(e) Provided, however, that (i) all pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land, (ii) any damage to the Property (other than to property cleared or removed as provided herein) caused by Condemnor in the course of constructing, rebuilding or repairing said pipe line shall be borne by Condemnor, and (iii) Landowner shall reserve the right to cultivate and use the ground within the limits of the Easement, provided that such use shall not interfere with or obstruct the Condemnor's rights, and provided

further than no building or other structure shall be erected by Landowner within the Easement.

6. Condemnor is vested with the power of eminent domain pursuant to Section 28-2-60 and Section 58-7-10, Code of Laws of South Carolina, 1976, as amended.

7. The property sought herein is to be acquired for public purposes.

8. This action is brought pursuant to Section 28-2-240, Code of Laws of South Carolina, 1976, as amended.

9. Condemnor has complied with the requirements set forth in Section 28-2-70(A), Code of Laws of South Carolina, 1976, as amended, by having the subject property appraised and making the appraisal available to the Landowner where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

10. Project plans may be inspected at the office of Condemnor at SCE&G, 920 Shine Avenue, Myrtle Beach, SC 29577-1523.

11. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER TO BE THE SUM OF SIX THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$6,900.00), AND HEREBY TENDERS PAYMENT TO THE LANDOWNER FOR ACCEPTANCE. Should any liens and/or encumbrances exist against the property which is the subject of this action, Condemnor reserves the right, at its discretion, to pay all or any portion of the just compensation to the holders of any liens or encumbrances – and any such payment(s) shall be part of the just compensation to the same effect as if made directly to the Landowner.

12. Payment of this amount will be made to the Landowner if, within thirty (30) days of service of this Condemnation Notice, the Landowner in writing requests payment and agrees to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. A "Request for Payment and Agreement" form is attached. The "Request for Payment and Agreement" must be sent by first class certified mail with return receipt requested to the Condemnor at Alford Law Firm, LLC, P.O. Drawer 8008, Hilton Head Island, South Carolina, 29938, or hand delivered in person to Alford Law Firm, LLC, 18

Executive Park Road, Building 1, Hilton Head Island, South Carolina, 29928, within thirty (30) days of the service hereof. If no "Request for Payment and Agreement" is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

13. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the county where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowners notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice. Should the Condemnor elect to exercise its right to take possession, it shall notify the Landowner by separate Notice prior to taking possession.

14. ANY ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY (30) DAYS OF THE SERVICE OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

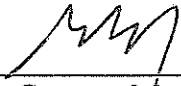
15. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify the Clerk of the Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that Notice must be served on the Landowner. That Notice shall state whether the Condemnor demands a trial by jury or by the court without a jury. The Landowner has the right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that Notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowners written notice by mail of the call of the case for trial.

16. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE LANDOWNER IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

17. In the event that the Landowner accepts the amount tendered in this Notice, the attached "Request for Payment and Agreement" form should be signed and returned to the Condemnor within thirty (30) days of your receipt of this Notice.

[SIGNATURE ON FOLLOWING PAGE]

ALFORD LAW FIRM, LLC

By: 

Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for Condemnor

Dated this 14th day of September, 2018.
Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA	)	
	)	ACCEPTANCE OF OFFER
COUNTY OF HORRY	)	AND REQUEST FOR PAYMENT

IF THE LANDOWNER HEREIN AGREES TO ACCEPT THE TENDER OF SIX THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$6,900.00) AS JUST COMPENSATION FOR THE TAKING OF THE PROPERTY DESCRIBED IN THE CONDEMNATION NOTICE AND TENDER OF PAYMENT, THIS ACCEPTANCE OF OFFER AND REQUEST FOR PAYMENT MUST BE SIGNED BY THE LANDOWNER AND DELIVERED TO ALFORD LAW FIRM, LLC, P.O. DRAWER 8008 (29938), 18 EXECUTIVE PARK ROAD, BUILDING 1, HILTON HEAD ISLAND, SOUTH CAROLINA 29928 WITHIN THIRTY (30) DAYS OF THE DATE OF SERVICE THEREOF.

COMES NOW the Landowner and states as follows:

1. I am the owner of Property, including the property which is described as follows:

All that certain piece, parcel or tract of land shown as "PROPOSED 50' SCE&G GAS EASEMENT 1.39 +/- AC." on that certain survey drawing entitled "PROPOSED SCE&G EASEMENT, THE LANDS OF PITCH LANDING, LLC, PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS, CONWAY TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, prepared and certified by Cox Surveyors & Associates, J. Jason Cox (SCRLS #26950), dated 05/31/2018, attached hereto as Exhibit "A" and incorporated herein by reference.

A Portion of TMS: 150-00-01-009

2. I accept the offer of SIX THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$6,900.00) as just compensation for the acquisition of the property described in the Condemnation Notice and Tender of Payment.

3. I agree to execute and deliver an Easement and any other documents required to convey the property interests described in the Condemnation Notice and Tender of Payment to the Condemnor in exchange for payment of just compensation in the amount of SIX THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$6,900.00).

WITNESSES:

PITCH LANDING, LLC

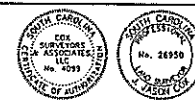
By: _____

Print Name: _____

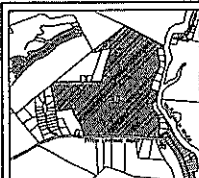
Date: _____

Its: _____

tabliss

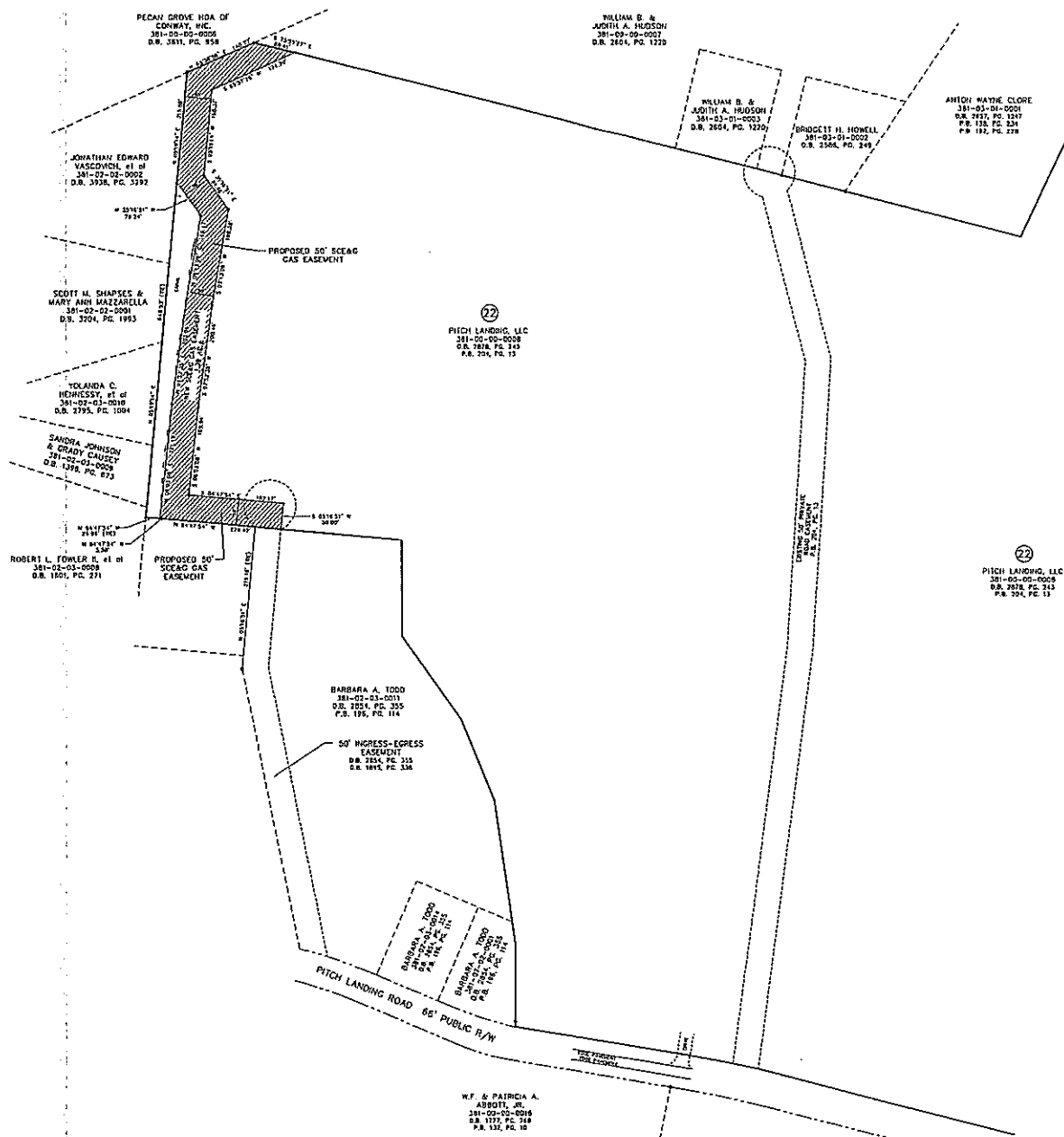


J. JASON ECK
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 88732



WENTY MAP
1901 TO 1910

1. LIGAND
 2. 1/2" FROM PIPE SOUND
 3. 3/8" FROM PLATE SOUND
 4. SOUNDING POINT
 5. OTED ROOM
 6. PLAT ROOM
 7. PAGE
 8. SQUARE FEET
 9. ACRES
 10. BUILDING SETBACK LINE
 11. RIGHT-OF-WAY
 12. PROPOSED SECOND WAS EASEMENT



1. "COMBINATION PLAT OF 143.85 ACRES OF LAND LOCATED ON THE PITCH LANDING ROAD NEAR PITCH LANDING" BY CULLER LAND SURVEYING CO., INC. DATED FEBRUARY 4, 2005 AND RECORDED AT HORTON COUNTY A.B.D. IN P.B. 204, PG. 52.

1. PM 100 381-05-00-3000.
2. ALL WEAPONS AND EQUIPMENT IS LISTED ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANT ECONOMICS SYSTEM MONITORING AND OBTAINED FROM ONE CONTRIBUTOR WAS THE S.O.S. WAS METHOD.
3. A BILE SEARCH WAS NOT PERFORMED BY THE OFFICE ON THIS DATE.
4. THE SEARCH WAS PERFORMED FOR EASEMENT PURPOSES ONLY.
5. NO BOUNDARY SURVEY PERFORMED ON THE ENTIRE PROPERTY FOR WHICH THE EASEMENT IS LOCATED ON.

THEY WILL BE USED TO DETERMINE THE NATURE OF THE INFORMATION AND TO
DETERMINE THE NATURE OF THE INFORMATION AND TO DETERMINE THE NATURE OF THE
INFORMATION AND TO DETERMINE THE NATURE OF THE INFORMATION AND TO DETERMINE
THE NATURE OF THE INFORMATION AND TO DETERMINE THE NATURE OF THE INFORMATION

W.F. & PATRICIA A.
ABBOTT, JR.
281-03-02-0016
D.B. 1777, P.C. 749
P.B. 132 P.O. 10

PROPOSED
SCE&G GAS EASEMENT
THE LANDS OF PITCH LANDINGS, LLC
PREPARED FOR:
SOUTH CAROLINA
ELECTRIC & GAS
CONWAY TOWNSHIP
HORRY COUNTY SOUTH CAROLINA



SURVEYED & MAPPED BY
C&X SURVEYORS & ASSOCIATES
 A LIMITED LIABILITY COMPANY
 4325 DICK POND ROAD, SUITE A
 WYTHE BEACH, SC 29588 (843) 850-1500
www.cxsurveyors.com

DRAWN BY	WES	FIELD DATE	05/20/18
REVIEWED	WES	POST DATE	05/20/18
CHECKED	WES	FIELD BOOK	05/20/18

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-
	)	LIS PENDENS #: 2018-LP-26-_____
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	
	)	LIS PENDENS
Pitch Landing, LLC	)	
	)	
Landowner,	)	
	)	
And	)	
	)	
South Carolina Public Service Authority;	)	
Horry Telephone Cooperative;	)	
Grand Strand Water and Sewer	)	
Authority; Bridgette D. Hudson;	)	
Coastal Carolina National Bank;	)	
Bill J. McDowell & Sally R. McDowell;	)	
Bobby D. McDowell	)	
	)	
	)	
Other Condemnees,	)	
_____	)	

TO: ALL PARTIES OF INTEREST:

NOTICE IS HEREBY GIVEN that the Condemnor above named pursuant to the South Carolina Eminent Domain Procedures Act, §28-2-10, *et seq.*, of the South Carolina Code of Laws (1976), as amended, has brought an action against the Landowner(s) above named to acquire the real property described herein for public purposes, *to wit*:

The property is described as follows:

ALL AND SINGULAR, that certain piece parcel, lot or tract of land situate lying and being in Conway Township, Horry County, South Carolina and being designated as 185.95 acres more or less as shown on that certain plat prepared for PITCH LANDING, LLC by Culler Land Surveying Co., Inc. dated February 7, 2005 and recorded March 18, 2005 in Plat Book 204 at Page 13, Horry County records.

DERIVATION FOR TMS 150-00-01-001 & 150-00-01-008

This being a portion of that certain property conveyed unto New River Corporation herein by Deed of John J. Dargan recorded March 18, 2005 in Deed Book 2878 at Page 243, Horry County records.

DERIVATION FOR TMS 150-00-01-039

This being a portion of that certain 34.8 acres conveyed unto New River Corporation herein by Deed of John J. Dargan recorded in Book 958 at Page 814, Horry County records.

DERIVATION FOR TMS 150-00-01-009

This being a portion of that certain 50 acres conveyed unto New River Corporation herein by Deed of John J. Dargan recorded in Book 1018 at Page 906, Horry County records.

TMS#150-00-01-001, 008, 009, & 039

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
 Gregory M. Alford (#6932)
 Post Office Drawer 8008
 Hilton Head Island, SC 29938
 (843) 842-5500
 Attorneys for the Condemnor

Dated this 14th day of November 2018.
 Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

CIVIL ACTION NO.: 2018-CP-26-

South Carolina Electric & Gas Company,)

Condemnor,

VS.

Pitch Landing, LLC

Landowner

and

South Carolina Public Service Authority;)

Horry Telephone Cooperative; Grand

Strand Water and Sewer Authority;)

Bridgette D. Hudson; Coastal Carolina)

National Bank; Bill J. McDowell & Sally)

R. McDowell; Bobby D. McDowell

Other Condemnees.)

TO: THE LANDOWNER(S) ABOVE-NAMED:

Please take notice that the Summons, Complaint and Lis Pendens were filed in the above-captioned matter in the Office of the Clerk of Court of Horry County, South Carolina, on the date stamped above.

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
(843) 842-5500
Attorneys for the Condemnor

Dated this 14th day November, 2018.
Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HORRY)
)
 South Carolina Electric & Gas Company,)
)
 Condemnor,)
 vs.)
)
 Pitch Landing, LLC)
)
 Landowner)
)
 and)
)
 South Carolina Public Service Authority;)
 Horry Telephone Cooperative; Grand)
 Strand Water and Sewer Authority;)
 Bridgette D. Hudson; Coastal Carolina)
 National Bank; Bill J. McDowell & Sally)
 R. McDowell; Bobby D. McDowell)
)
 Other Condemnees.)
 _____)

IN THE COURT OF COMMON PLEAS
 CIVIL ACTION NO.: 2018-CP-26-06424

NOTICE PURSUANT TO
 S.C. ANN. § 28-2-90 (Supp. 2010)

TO: THE LANDOWNER(S):

Please take notice that the South Carolina Electric & Gas Company, has deposited the Sum of Six Thousand Nine Hundred and 00/100 Dollars (\$6,900.00) into the hands of the Clerk of Court for Horry County, South Carolina, pursuant to the provisions of S.C. Code Ann. § 28-2-90 (Supp. 2010), and that the South Carolina Electric & Gas Company, shall immediately take possession of the Real Property described in the Complaint for this action.

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
 Gregory M. Alford (#6932)
 Post Office Drawer 8008
 Hilton Head Island, SC 29938
 (843) 842-5500
 Attorneys for the Condemnor

Dated this 16th day of November, 2018.
 Hilton Head Island, Beaufort County, South Carolina.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
South Carolina Electric & Gas Company,)
Condemnor,)
vs.)
Pitch Landing, LLC)
Landowner,)
And)
South Carolina Public Service Authority;)
Horry Telephone Cooperative; Grand)
Strand Water and Sewer Authority;)
Coastal Carolina National Bank;)
Bill J. McDowell & Sally R. McDowell;)
Bobby D. McDowell)
Other Condemnees.)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2018-CP-26-06424

AFFIDAVIT OF SERVICE

The undersigned hereby certifies that she served upon **Pitch Landing, LLC**, one (1) clocked/filed copy of a Summons and Complaint, Lis Pendens, Notice of Filing and Notice Pursuant to S.C. Ann. 28-2-90 (Supp. 2010) to the Defendant with respect to the above-captioned action via Process Server on November 27, 2018. A copy of the Affidavit of Service is attached hereto as Exhibit "A".

Vallison

Vicki K. Allison

Sworn to and subscribed before me on
This 6th day of Nov, 2018.

[Signature]
Notary Public for South Carolina
My Commission Expires on: **GREGORY M. ALFORD**
Notary Public, State of South Carolina
My Commission Expires 3/17/2026



AFFIDAVIT OF SERVICE

Case: 2018-LP-26-	Court: Fifteenth Judicial Circuit	County: Horry, SC	Job: 2846505
Plaintiff / Petitioner: South Carolina Electric & Gas Company		Defendant / Respondent: Pitch Landing, LLC AND South Carolina Public Service Authority; Horry Telephone Cooperative; Grand Strand Water and Sewer Authority; Bridgette D. Hudson; Coastal Carolina National Bank; Bill J. McDowell & Sally R. McDowell; Bobby D. McDowell	
Received by: Global Investigative Services, Inc		For: Alford Law Firm, LLC	
To be served upon: Archie Howell, as Registered Agent of Pitch Landing, LLC			

I, Carissa Mccumber, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Archie Howell, as Registered Agent of Pitch Landing, LLC, 3700 Palmetto Pointe Blvd, Myrtle Beach, SC 29588

Manner of Service: Business, Nov 27, 2018, 3:07 pm EST

Documents: Letter regarding Condemnation Matter, Lis Pendens, Exhibits, Complaint, Notice of Filing, Summons

Additional Comments:

1) Successful Attempt: Nov 27, 2018, 3:07 pm EST at 3700 Palmetto Pointe Blvd, Myrtle Beach, SC 29588 received by Archie Howell, as Registered Agent of Pitch Landing, LLC. Age: 60s ; Ethnicity: Caucasian; Gender: Male; Weight: 160; Height: 5'7"; Hair: White;

Carissa Mccumber 11/30/18
Carissa Mccumber Date

Global Investigative Services, Inc
1000 South Commons Dr Suite 102 #374
Myrtle Beach, SC 29588

SWORN to and subscribed before me

This 30 day of November, 2018

[Signature]

Notary Public for South Carolina

DARIA GADD

Notary Public, State of South Carolina
My Commission Expires 4/14/2025

My Commision Expires:

ELECTRONICALLY FILED - 2018 Dec 06 4:50 PM - HORRY - COMMON PLEAS - CASE#2018CP2606424

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-06424
	)	
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	<u>ANSWER OF PITCH LANDING, LLC</u>
	)	
vs.	)	(Jury Trial Demanded)
	)	
Pitch Landing, LLC	)	
	)	
Landowner,	)	
	)	
And	)	
	)	
South Carolina Public Service Authority;	)	
Horry Telephone Cooperative; Grand	)	
Strand Water and Sewer Authority;	)	
Coastal Carolina National Bank;	)	
Bill J. McDowell & Sally R. McDowell;	)	
Bobby D. McDowell	)	
	)	
Other Condemnees.	)	
	)	

TO: Gregory M. Alford, Counsel for Condemnor

Pitch Landing, LLC, by and through its undersigned attorney, would respectfully show unto this Honorable Court that although responsive pleadings are not required in a condemnation action, the Summons served on said Defendant stated it demanded a response or else Defendant would be held in default. Accordingly, Pitch Landing, LLC would show as follows:

ANSWER TO COMPLAINT

1. That each and every allegation of the Plaintiff's Complaint which is not hereinafter specifically admitted is denied, and the Defendant demands strict proof thereof.
2. Paragraph 1 is a pleading paragraph requiring no response from this answering Defendant.

3. The allegations of Paragraphs 2 and 3 are admitted.

4. The Defendant lacks sufficient information to admit or deny the allegations set forth in Paragraph 4 and the subparts therein and therefore are denied.

5. Paragraphs 5, 6, and 7 are pleading paragraphs setting forth the property interest sought by the Plaintiff and do not require a response. The Defendant denies Plaintiff offered just compensation for the property interest it seeks.

6. Paragraph 8 is admitted upon information and belief.

7. Paragraph 9 is a pleading paragraph setting forth the property interest sought by the Plaintiff and does not require a response. The Defendant denies Plaintiff offered just compensation for the property interest it seeks.

8. As to the allegations of Paragraph 10, the answering Defendant admits it rejects the offer for tender of payment in the amount of \$6,900.00 because it does not constitute just compensation. The remaining allegations are denied.

9. The Defendant lacks sufficient information to admit or deny the allegations set forth in Paragraph 11 and therefore are denied.

10. The allegations of Paragraph and 12 are denied and strict proof demanded thereof.

Second Defense

11. Each and every allegation alleged above is repeated verbatim herein.

12. Defendant denies it was properly offered just compensation.

Third Defense

13. Each and every allegation alleged above is repeated verbatim herein.

14. The Answering Defendant demands and is entitled to a jury trial.

WHEREFORE, having fully answered the Complaint of the Plaintiff, the Defendant prays
that:

- a. For a judgment for just compensation to be determined by a jury of peers;
- b. For a judgment against the Plaintiff in the amount of all reasonable attorney's fees and costs incurred in the defense of this action;
- c. For a trial by jury; and
- d. For such other and further relief in as this Court deems just and proper.

NEILL LAW FIRM, PA

s/Mark D. Neill, Esq.

Mark D. Neill, Esq.

S.C. Bar No: 14273

P.O. Box 2810

Murrells Inlet, SC 29576

(843) 651-8580

mneill@neilllawfirm.com

Attorney for Defendant Pitch Landing, LLC

Dated: December 24, 2018
Murrells Inlet, South Carolina

NOTICE OF ADR

South Carolina Electric & Gas Company

2018CP2606424

PLAINTIFF(S)

Filing Date: November 14, 2018

Vs

Pitch Landing Llc
Sally R McDowell
Bill J McDowell

DEFENDANT(S)

Pursuant to the South Carolina Alternative Dispute Resolution Rules (SCADR), you are required to participate in the following methods of Alternative Dispute Resolution (ADR): mediation or arbitration (binding or non-binding); on or before 300 days from the date of filing of this action. The parties have a right to mutually agree upon the form of ADR and a neutral person(s) to conduct that ADR process. In the event the parties are unable to agree upon the form of ADR, the court hereby designates mediation as the default process of ADR. In the event the parties are unable to agree upon a mediator, the court hereby appoints

John L. Breeden Jr., 905 2Nd Ave., , North Myrtle Beach, SC 29582, Phone (843) 251-7339

to serve as mediator. In the event the aforementioned mediator has a conflict of interest or is unable to serve, the alternate mediator is
Phone

The parties and/or their lawyers shall contact the court-appointed mediator directly regarding scheduling and payment of the court-mandated fee.

A Rule to Show Cause why sanctions should not be imposed may be issued in all cases that fail to file a Proof of ADR or Exemption form indicating evidence of participation in or exemption from an ADR process within 300 days from the date of filing of the action or 90 days from the date of this notice September 11, 2019.

Date: June 11, 2019

Notice of this Order was given by First Class Mail, E-mail, Fax or by the E-Filing Notice of Electronic Filing (NEF). Pro-Se parties were notified by first class mail on 06/11/2019

Plaintiff Attorney:

Gregory Milam Alford
Alford Law Firm, LLC
PO Box 8008
Hilton Head Island, SC 29938

Defendant Attorney:

Mark David Neill
PO Box 2810
Murrells Inlet, SC 29576

ADR Coordinator

Cecilia Cessna
(843) 915-6803
CESSNAC@horrycounty.org

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-06064
	)	
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	<u>Motion to Restore Case to Docket</u>
	)	
vs.	)	
	)	
Barbara A. Todd,	)	
	)	
Landowner,	)	
	)	
And	)	
	)	
Public Service Authority; Pitch Landing	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnees.	)	
	)	

TO: Gregory Milam Alford, Counsel for the Condemnor

You will please take notice, Pitch Landing, LLC., by and through its undersigned counsel, hereby moves for an Order of this Court restoring the above captioned case to the docket. Pitch Landing, LLC will show:

1. It was served with Condemnor's Complaint in the above captioned matter and that it filed an Answer thereto on December 24, 2018.
2. Unbeknownst to Pitch Landing, LLC, Condemnor and Barbara A. Todd entered into a settlement agreement on February 14, 2019. Thereafter, a Consent Order of Dismissal as to Barbara A. Todd was filed on July 25, 2019. A second Stipulation of Dismissal, apparently as to the entire case, was also filed that day.
3. Pitch Landing, LLC was not a party to the settlement agreement or dismissal and did not have notice of such.

4. Thereafter, Pitch Landing, LLC and Condemnor continued on with the litigation. Pitch Landing, LLC and Condemnor discussed dates for a scheduling order for the above captioned matter. Condemnor never informed Pitch Landing, LLC that the case had been dismissed.
5. As set forth in the email attached as Exhibit "A", counselor for Condemnor revised dates for the proposed scheduling order in the above captioned case and informed the undersigned counselor that he consented to its filing. This shows Pitch Landing, LLC was not aware the case was dismissed.

Pursuant to SCRCP Rule 41 (a)(1)(B), a stipulation of dismissal must be signed by all parties who have appeared in the action. As set forth above, Pitch Landing, LLC was made a party to the action and it filed its Answer on December 24, 2018. Accordingly, the stipulation of dismissal filed in this matter was not proper and the case must be restored.

The undersigned, pursuant to Rule 11, SCRCP, hereby certifies that he has attempted in good faith to resolve the matter contained in the Motion but to no avail.

Respectfully submitted,

NEILL LAW FIRM, PA

s/Mark D. Neill, Esq
Mark D. Neill, Esq.
S.C. Bar No: 14273
P.O. Box 2810
Murrells Inlet, SC 29576
mneill@neilllawfirm.com
(843) 651-8580
Attorney for Pitch Landing, LLC

Mark Neill

From: Gregg Alford <gregg@alfordlawsc.com>
Sent: Tuesday, March 3, 2020 3:50 PM
To: Mark Neill
Cc: Vicki Allison
Subject: SCE&G v. Todd and Pitch Landing
Attachments: Scheduling Order #2 3.3.20.docx; Scheduling Order 33.20.docx

Mark:

I revised these by pushing everything up one month. If thats ok, you have my permission to sign and file.
Thanks.

--

Gregory M. Alford
Alford Law Firm, LLC
P.O. Drawer 8008
Hilton Head, SC 29938
(843) 842-5500
(843) 842-8400 fax

CONFIDENTIALITY NOTE: THE INFORMATION CONTAINED IN THIS ELECTRONIC MAIL TRANSMISSION IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING THIS ELECTRONIC MAIL MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS ELECTRONIC MAIL IN ERROR, PLEASE ACCEPT OUR APOLOGIES AND IMMEDIATELY DELETE IT, AS WELL AS NOTIFYING US OF THE ERROR BY REPLYING TO THIS ELECTRONIC MAIL OR CALL US AT 843-842-5500.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 15 TH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	
South Carolina Electric & Gas Company,	)	CIVIL ACTION NO.: 2018-CP-26-06064
	)	
Condemnor,	)	
	)	
vs.	)	
	)	
Barbara A. Todd	)	
	)	CONSENT SCHEDULING ORDER
Landowner,	)	
	)	
and	)	
	)	
Public Service Authority; Pitch Landing	)	
LLC; and Davis O. Heniford, Jr.;	)	
	)	
Other Condemnees.	)	
_____	)	

CONSENT SCHEDULING ORDER

Upon motion of the parties, and by and with the consent of the parties, it is hereby ordered that the following deadlines be established in the above-captioned case:

1. All discovery, including depositions, shall be completed by 7/14/20;
2. Mediation of this case shall be completed by 8/15/20;
3. The parties shall file all dispositive motions by 8/30/20; and,
4. This case shall not be called to trial until after 10/01/20.

IT IS SO ORDERED!

The Honorable Benjamin H. Culbertson
Chief Administrative Judge
Fifteenth Judicial Circuit

Dated: _____, 2020
Conway, South Carolina

WE MOVE AND CONSENT:

s/Mark D. Neill, Esq.

Mark D. Neill, Esq.
S.C. Bar No.: 14273
mneill@neilllawfirm.com
P.O. Box 2810
Murrells Inlet, SC 29576
(843) 651-8580
Attorney for Landowner

s/Gregory M. Alford.

Gregory M. Alford
gregg@alfordlawsc.com
18 Executive Park Road, Bldg 1
P.O. Drawer 8008
Hilton Head Island, SC 29938-8008
(843) 842-5500
Attorney for Condemnor

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 15 TH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	
South Carolina Electric & Gas Company,	)	CIVIL ACTION NO.: 2018-CP-26-06424
	)	
Condemnor,	)	
	)	
vs.	)	
	)	
Pitch Landing, LLC	)	
	)	CONSENT SCHEDULING ORDER
Landowner,	)	
	)	
and	)	
	)	
South Carolina Public Service Authority;	)	
Horry Telephone Cooperative;	)	
Grand Strand Water and Sewer Authority;	)	
Bridgett D. Hudson; Coastal Carolina	)	
National Bank; Bill J. McDowell & Sally	)	
R. McDowell; Bobby D. McDowell	)	
	)	
Other Condemnees.	)	
_____	)	

CONSENT SCHEDULING ORDER

Upon motion of the parties, and by and with the consent of the parties, it is hereby ordered that the following deadlines be established in the above-captioned case:

1. All discovery, including depositions, shall be completed by 7/14/20;
2. Mediation of this case shall be completed by 8/15/20;
3. The parties shall file all dispositive motions by 8/30/20; and,
4. This case shall not be called to trial until after 10/01/20.

IT IS SO ORDERED!

The Honorable Benjamin H. Culbertson
Chief Administrative Judge
Fifteenth Judicial Circuit

Dated: _____, 2020
Conway, South Carolina

WE MOVE AND CONSENT:

s/Mark D. Neill, Esq.

Mark D. Neill, Esq.
S.C. Bar No.: 14273
mneill@neilllawfirm.com
P.O. Box 2810
Murrells Inlet, SC 29576
(843) 651-8580
Attorney for Landowner

s/Gregory M. Alford.

Gregory M. Alford
gregg@alfordlawsc.com
18 Executive Park Road, Bldg 1
P.O. Drawer 8008
Hilton Head Island, SC 29938-8008
(843) 842-5500
Attorney for Condemnor

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-06064
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
vs.	)	
	)	Condemnor's
Barbara A. Todd	)	Memorandum in Response to
	)	Pitch Landings Motion to Restore
Landowner,	)	
	)	
And	)	
	)	
Public Service Authority; Pitch Landing	)	
LLC; and Davis O. Heniford, Jr.	)	
	)	
Other Condemnees.	)	
	)	

The Condemnor, South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc. objects to the restoration of the case for Pitch Landing's purposes because in accordance with *S.C Dep't of Commerce v. Charleston County School District*, S.C. App. (2020), this case is concluded. This action was filed on October 29, 2018. Defendant, "other condemnee" Pitch Landing, LLC answered and demanded a jury trial. Pitch Landing did not file a counterclaim nor a cross claim.

Pitch Landing moves to restore the case pursuant to Rule 41 (a)(1)(B) of the SCRCP. Pitch Landings reliance on 41(a)(1) is misplaced as that portion of the Rule governs a "dismissal by the Plaintiff without order of the court.. ."

The case was dismissed by a Consent Order signed and entered by the Court. Thus it is governed by Rule 41(b) of the SCRCP. The only caveat to the effect of a Rule 41(b) dismissal applies in the circumstance when a defendant has filed a counterclaim. Therefore, since the

case was dismissed by consent order (of which Pitch Landing had notice prior to its entry), Rule 41 is of no assistance to Pitch Landings motion.

Condemnor and Condemnee reached a settlement and this case as to the just compensation and filed a proposed Consent Order on May 16, 2019. Thereafter, on May 29, 2020, the Court entered the Order. Although Pitch Landing answered the Complaint and demanded a jury trial, Pitch Landing never objected to the proposed Consent Order, and never indicated that there was any dispute as to the disposition of the condemnation proceeds nor did they request a hearing in accordance with S.C. Code 28-2-460.

In *S.C Dep't of Commerce v. Charleston County School District*, S.C. App. (2020), the Court held:

The statutory scheme of the Act contemplates that the landowner, and not other condemnees, is the interested party in most phases of the action. Thus, the landowner alone is served with the condemnation notice and accepts or rejects the tender or challenges the right to condemn, is served with the condemnor's election to proceed with trial, and consents to abandonment of the action. The other condemnees receive notice only of filing the action and of any proceedings to disburse the proceeds.

In the present case, Pitch Landing received notice of the proposed Consent Order on March 16, 2019. The Order was entered on March 29, 2019. The case was dismissed July 25, 2019. Pitch Landing did not move to restore until September 23, 2020. Therefore, the case is incapable of being restored.

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford
 Gregory M. Alford (#6932)
 Post Office Drawer 8008
 Hilton Head Island, SC 29938
 (843) 842-5500
 Attorneys for the Condemnor

Dated this 26th of February, 2021
 Hilton Head Island, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-06064
	)	
South Carolina Electric & Gas Company,	)	
	)	
Condemnor,	)	
	)	
vs.	)	MOTION TO RECONSIDER,
	)	ALTER AND/OR AMEND
Barbara A. Todd,	)	
	)	
Landowner,	)	
	)	
and	)	
	)	
Public Service Authority; Pitch Landing,	)	
LLC; and David O. Heniford, Jr.,	)	
	)	
Other Condemnees.	)	

Pursuant to Rules 52, 58, 59, and 60, SCRCF, and all other legal authority, Landowner respectfully requests the Court reconsider its Form 4 Orders: granting Landowner's Motion to Restore dated March 2, 2021 and filed on March 3, 2021 in C/A No.:2018-CP-26-06064; and, denying Landowner's Motion to Consolidate dated March 2, 2021 and filed on March 3, 2021 in C/A No.:2018-CP-26-06424. The grounds for this Motion are:

1. The ruling erroneously relies on the *S.C. DOC v. Clemson Univ.* (2020 S.C. App. Lexis 123; 2020 WL 6751311) case, which is not a final ruling as there is currently a Petition for Certiorari pending before the South Carolina Supreme Court.
2. The *S.C. DOC v. Clemson Univ.* case is readily distinguishable from the case at hand.
 - a. The School District in the Clemson matter was provided a full evidentiary hearing before a Special Referee consented to by all parties on the issue of

whether the School District held an interest in the portion of the parcel its buildings occupied, specifically, whether the Leasehold interest remained intact following the expiration of the lease it once held. The Referee held the School District had no written leasehold or other documented property interest in the tract, but that it enjoyed an equitable interest as a result of improvements it had constructed thereupon.

- b. By contrast, the larger Pitch Landing tract includes an easement appurtenant providing permanent, location-specific access through the property sold to Barbara Todd (see Deed Book 2878 Page 247) (See attached Exhibits A and B). This easement, referenced in Paragraph 3 of Civil Action 2018-CP-26-06424 (See attached Exhibit C) and Paragraph 4(b) of Civil Action 2018-CP-26-06064 (See attached Exhibit D) is a dominant, appurtenant easement, separate and distinct from Todd's fee simple estate. The Pitch Landing real interest in the Todd tract is that "which belongs to something else; an adjunct; an appendage. Something annexed to another thing more worthy as principal..." *Black's Law Dictionary, Sixth Ed.*, definition, in part, of "appurtenance." Here, the easement is annexed to the Pitch Landing tract "more worthy as principal." As such, Pitch Landing as the property owner of this easement interest should have been fully included in the matter against Todd, in order to properly compensate Pitch Landing for all impacts of the taking of its affected real property interest.

3. Alternatively, Condemnor could have named Pitch Landing in a separate condemnation proceeding, as a landowner, in order to take its interest in the easement.
4. As a third alternative, Condemnor could have included the taking of the appurtenant easement across the servient tract in the taking of property from Pitch Landing as the owner of the dominant tract. However, dispensing with Pitch Landing's easement interest in the Todd action is improper and can be cured only by including the acquisition of the Pitch Landing easement appurtenant to the just compensation calculation in the matter against Pitch Landing as the Landowner.
5. On the date of the taking, Barbara Todd held fee simple of the servient tract subject to the appurtenant easement withheld in its grant by the owner of the dominant tract, Pitch Landing.
6. In the present matter, the only property taken from Barbara Todd was the precise real property amounting to the 50' easement appurtenant to the Pitch Landing adjacent parcel.
7. No opportunity was given to provide evidence or testimony as to the question of equitable interest and therefore the ruling was premature.

The court's decision contradicts established treatise and caselaw. Where the easement supporting the dominant estate has been taken, the just compensation is the difference between the value of the dominant estate with the easement and its value without the easement. Nichols on Eminent Domain, § 12(D).02(1). In cases like the present, "the amount of compensation for the fee simple interest of the servient estate will not adequately compensate the dominant estate which has lost its access since ordinarily an access road...will not diminish the value of the servient estate

by the amount it benefits the dominant estate.” *Condemnation of Easements*, James L. Thomspson, *Eminent Domain and Land Valuation Litigation*, January 2003.

In *United States v. Gossler*, 60 F.Supp.971 (1945), the Court determined that the owner of a dominant tenement was entitled to compensation for his interests separate from the fee held by the owner of the servient estate. The condemnor unsuccessfully argued the owner of the easement was only entitled to share in the single award paid to the owner of the servient estate. The Court disagreed, reasoning:

The fallacy of the reasoning which lies at the basis of these motions arises from the concept of the title of real property as a thing with physical attributes, whereas title is a conglomerate of jurisdiction and substantive legal rights fused with the residuals of equitable remedies all developed historically out of feudal notions and medieval conditions. By this proceeding the United States does not acquire a physical thing by taking the fee simple title of the Gosslers, but sets up another title by extinguishment of all interests inconsistent with use by the Government. Since the United States is investing itself with an utterly new title and extinguishing the whole aggregate of rights connected with this piece of ground by condemnation, the Fifth Amendment requires compensation for all property rights so erased.

The United States cannot abrogate all, but pay for the particular right known as the fee simple title alone. The owner of another recognized property interest attached to the soil would then receive no compensation just or otherwise. Indeed in practice, the value of the fee simple title might well be materially reduced by the existence of this right of way. If payment were made for a specific interest such as the fee title, out of the aggregate, the Government would abrogate the other interests without paying monetary consideration therefor. Such a result does not satisfy the demands of the amendment. The United States is liable to the owner of an easement appurtenant in a suit condemning the fee of the servient estate. *Id.* at 973-974.

Accordingly, Pitch Landing hereby respectfully moves this Honorable Court reconsider its Orders and permit Pitch Landing, as Landowner, to proceed to jury trial on the matter of determining just compensation for the property taken from its dominant parcel, including the easement appurtenant across the servient Todd tract, by placing the servient tract taking (2018-

CP-26-06064) on the jury trial roster and consolidating it with the dominant tract taking (2018-CP-26-6424).

**BELLAMY, RUTENBERG, COPELAND,
EPPS, GRAVELY & BOWERS, P.A.**

s/Robert S. Shelton

Robert S. Shelton, SCB# 68543

Post Office Box 357

Myrtle Beach, SC 29578-0357

(843) 448-2400

rshelton@bellamylaw.com

*Attorney for Defendant/Landowner/Other
Condemnee Pitch Landing, LLC*

NEILL LAW FIRM, PA

s/Mark D. Neill, Esq.

Mark D. Neill, Esq., SCB# 14273

P.O. Box 2810

Murrells Inlet, SC 29576

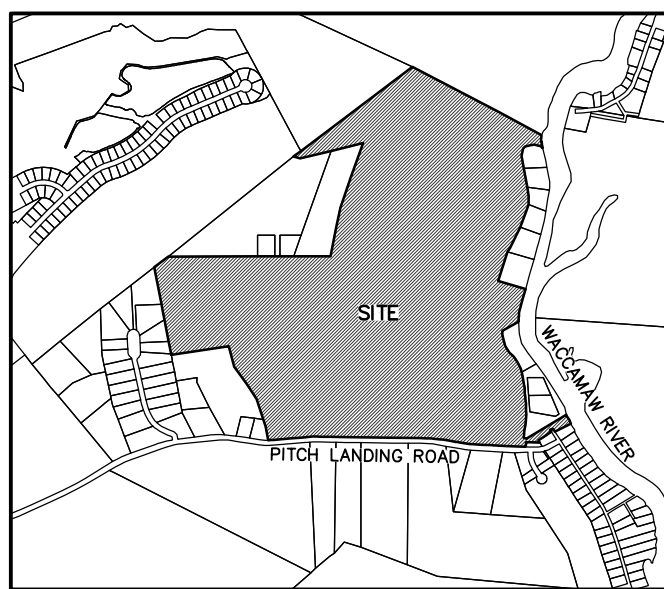
(843) 651-8580

mneill@neilllawfirm.com

*Attorney for Defendant/Landowner/Other
Condemnee Pitch Landing, LLC*

Dated: March 15, 2021
Myrtle Beach, South Carolina

EXHIBIT A



VICINITY MAP
(NOT TO SCALE)

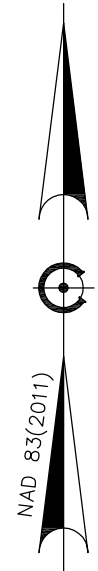
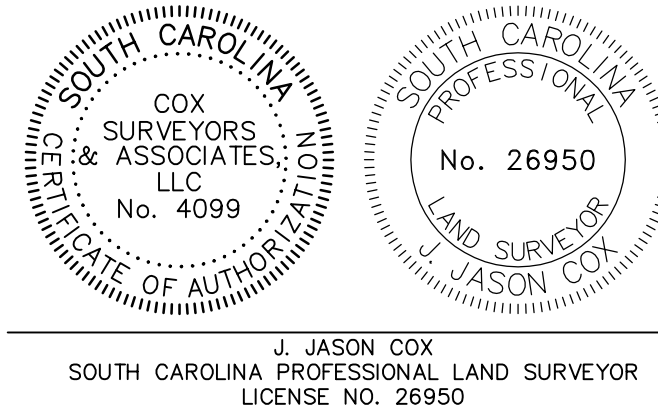
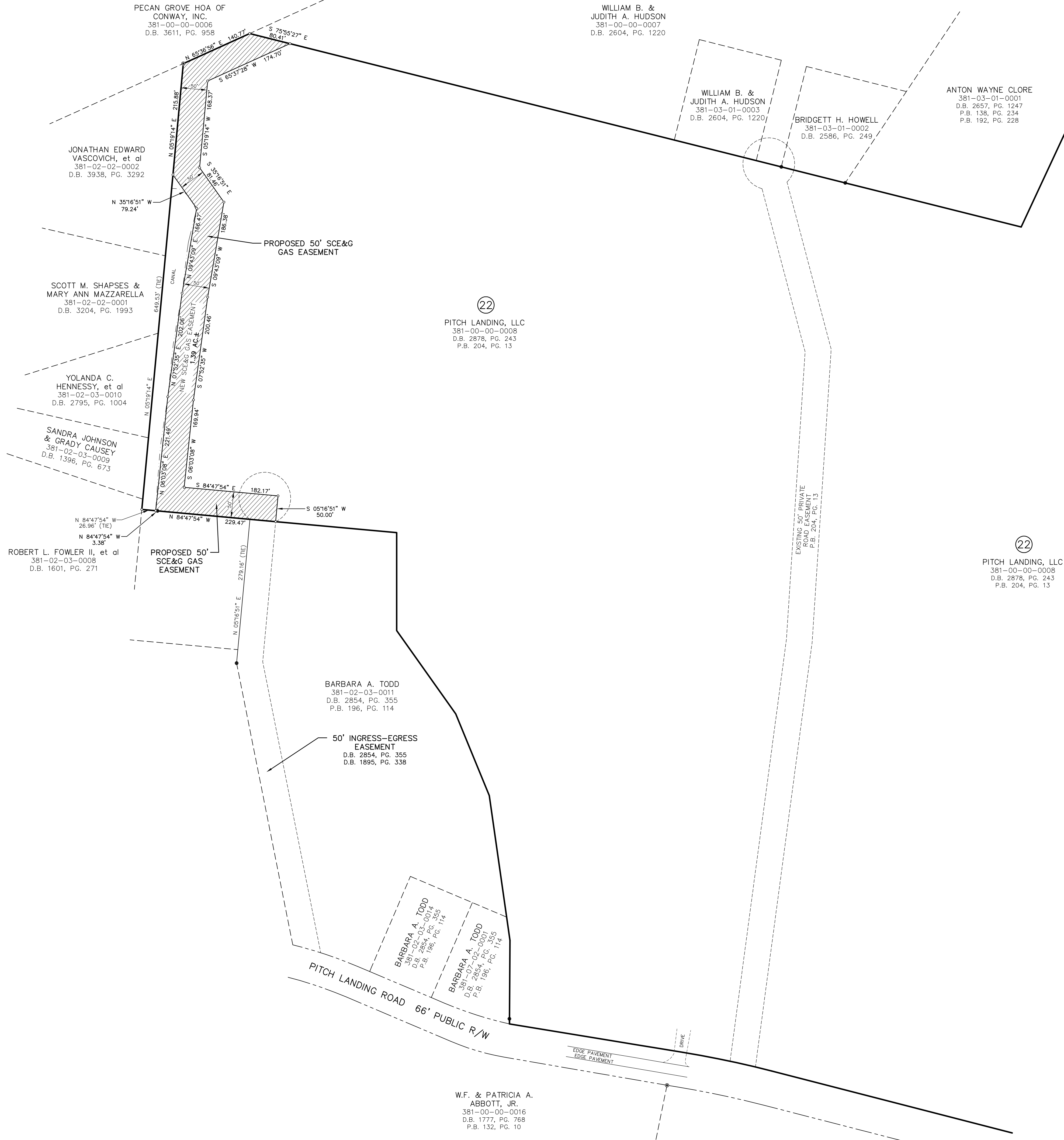
- LEGEND**
- 1/2" IRON PIPE FOUND
 - 5/8" IRON REBAR FOUND
 - BOUNDARY POINT
 - D.B. DEED BOOK
 - P.B. PLAT BOOK
 - P.G. PAGE
 - S.F. SQUARE FEET
 - AC. ACRE
 - B.S.L. BUILDING SETBACK LINE
 - R/W RIGHT-OF-WAY
 - PROPOSED SCE&G GAS EASEMENT

REFERENCE MAP:
1. "COMBINATION PLAT OF 185.95 ACRES OF LAND LOCATED ON PITCH LANDING ROAD NEAR PITCH LANDING" BY CULLER LAND SURVEYING CO., INC. DATED FEBRUARY 4, 2005 AND RECORDED AT HORRY COUNTY R.O.D. IN P.B. 204, PG. 13.

- NOTES:**
- PIN NO. 381-00-00-0008
 - ALL BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD83(2011) AND OBTAINED FROM GPS OBSERVATIONS VIA THE S.C.G.S. VRS NETWORK.
 - A TITLE SEARCH WAS NOT PERFORMED BY THIS OFFICE ON THIS DATE.
 - THIS EXHIBIT WAS PREPARED FOR EASEMENT PURPOSES ONLY.
 - NO BOUNDARY SURVEY PERFORMED ON THE ENTIRE PROPERTY FOR WHICH THE EASEMENT IS LOCATED ON.
 - DEED & PLAT REFERENCES: AS SHOWN.

THIS INSTRUMENT AND REPRODUCIBLE COPIES OF THIS INSTRUMENT ARE OWNED BY COX SURVEYORS & ASSOCIATES, LLC. REPRODUCTIONS OF THIS INSTRUMENT ARE NOT PERMITTED WITHOUT WRITTEN CONSENT OF COX SURVEYORS & ASSOCIATES, LLC UNLESS OBTAINED THROUGH MATTERS OF PUBLIC RECORD.

ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.



PROPOSED
SCE&G GAS EASEMENT
THE LANDS OF PITCH LANDING, LLC
PREPARED FOR:
**SOUTH CAROLINA
ELECTRIC & GAS**
CONWAY TOWNSHIP
HORRY COUNTY SOUTH CAROLINA

SCALE: 1 INCH = 100 FEET
SURVEYED & MAPPED BY
Cox Surveyors & Associates
A LIMITED LIABILITY COMPANY
4325 DICK POND ROAD, SUITE A
MYRTLE BEACH, SC 29588 (843) 650-1500
www.coxsurveyors.com

DRAWN BY VGB FIELD DATE 05/2018
REVIEWED JJC PLAT DATE 05/31/2018
CREW CHIEF CTB FIELD BOOK CS-1168

EXHIBIT B



EXHIBIT C

150-00-01-009+039

Map

Blk

Parcel

3-2-05 pa

872488

FILED
HORRY COUNTY, S.C.

2005 MAR 18 AM 10:06

BALLEW V. SKIPPER
REGISTRAR OF DEEDS

Prepared By and Return To:

POSG&N, PA

Post Office Box 2850

Murrells Inlet, SC 29576

File # 05-1124MDN

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **NEW RIVER CORPORATION**, hereinafter Grantor(s), in the State aforesaid, for and in consideration of the sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), unto it paid by **PITCH LANDING, LLC**, hereinafter Grantee(s), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said **PITCH LANDING, LLC**, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

SEE ATTACHED PROPERTY DESCRIPTION**Tax Map #: 150-00-01-001, 008, 009, & 039****Grantee's Address: 3700 Palmetto Point Blvd, Myrtle Beach, SC 29577**

TOGETHER WITH all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Pitch Landing, LLC**, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Pitch Landing, LLC**, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

DEED
2878 0247

STATE 1,300.00 COUNTY 550.00
EXEMPT YES NO
ASSESSOR _____

247

WITNESS the undersigned Hand and Seal this **16th** day of **March** in the year of our Lord **two thousand five**.

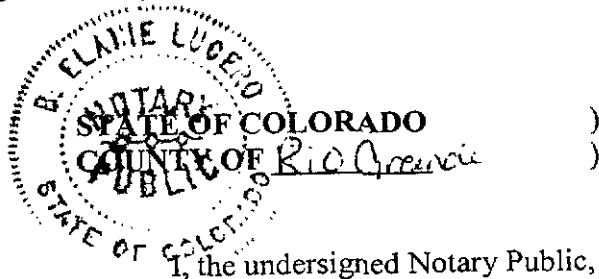
Signed, Sealed And Delivered
In The Presence Of:

NEW RIVER CORPORATION

By: [Signature]
John J. Dargatzis, its President

#1 [Signature]
1st Witness

#2 [Signature]
Notary



ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that the above-signed Grantor(s), personally appeared before me this 16th day of March, 2005 and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this **16th** day of **March**, 2005.

#3 [Signature]
Notary Public for CO

My Commission Expires: 07-06-08

File # 05-1124MDN

**PROPERTY DESCRIPTION
FOR DEED**

All and singular that certain piece, parcel or lot of land, situate, lying and being in Conway Township, Horry County, South Carolina and being designated as 185.95 acres more or less as shown on that certain plat prepared for PITCH LANDING, LLC by Culler Land Surveying Co. Inc., dated February 7, 2005 and recorded March 18, 2005 in Plat Book 204 at Page 13, Horry County records.

DERIVATION FOR TMS 150-00-01-001 & 150-00-01-008

This being a portion of that certain property conveyed unto New River Corporation herein by Deed of John J. Dargan recorded March 18, 2005 in Deed Book 2878 at Page 243, Horry County records.

DERIVATION FOR TMS 150-00-01-039

This being a portion of that certain 34.8 acres conveyed unto New River Corporation herein by Deed of John J. Dargan recorded in Book 958 at Page 814, Horry County records.

DERIVATION FOR TMS 150-00-01-009

This being a portion of that certain 50 acres conveyed unto New River Corporation herein by Deed of John J. Dargan recorded in Book 1018 at Page 906, Horry County records.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. The property being transferred is located at 184 +/- acres, Pitch Landing Rd, Conway, SC 29526, bearing Horry County Tax Map Number 150-00-01-001,008,009,039, was transferred by New River Corporation to Pitch Landing, LLC on March 16, 2005.

2. XX An arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$500,000.00*.

_____ NOT an arm's length real property transaction and the fair market value of the property is \$_____.

3. The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, *et seq.*, because the Deed is (see back of Affidavit): _____

4. As required by Code § 12-24-70, I state that I am a responsible person who was connected with the transaction as either a Seller, Buyer or Closing Attorney.

5. I further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and no/100 Dollars (\$1,000.00) or imprisoned not more than one year, or both.


John J. Dargan, its President

John J. Dargan, its President

Sworn to before me this
16th day of March, 2005.

B. Elaine Lucero
(Notary Public)

My commission expires 07-06-08

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a realty of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

EXHIBIT D

FILED
HORRY COUNTY, S.C.

2005 JAN 28 PM 2:04

Space Above for Recording Information

STATE OF SOUTH CAROLINA)
REGISTRAR OF DEEDS

TITLE TO REAL ESTATE

COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, that I, **Issac Lacy Cannon, Jr.**, in State and County aforesaid for and in consideration of the sum of Ninety Four Thousand and No/100ths (\$94,000.00) Dollars, paid by **Barbara A. Todd**, Receipt whereof is hereby acknowledged, have granted, bargained, sold and released; and by these presents, do grant, bargain, sell and release unto the said **Barbara A. Todd**, her Heirs and Assigns forever, the following described property to wit:

All and Singular, that certain piece, parcel or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina, containing 9.00 acres, more or less, as shown on plat prepared by Terry M. Watson, RLS, Land Surveying, Inc., for Michael Blanton, dated June 26, 1996, which plat is recorded in the office of the ROD for Horry County in Plat Book 144 at page 48, reference to which is craved as forming a part and parcel hereof.

There is excepted and reserved unto John J. Dargan and/or New River Corporation, their heirs, successor and assigns, an unobstructed, unencumbered easement and right of way, in, over and across that certain 50 foot private road access easement as shown on the above referenced plat for the purpose of ingress, egress and the installation and maintenance of utilities.

Subject to restrictions as recorded in Deed Book 1895 at page 338 in the office of the ROD for Horry County.

This being the identical property conveyed to Issac Lacy Cannon, Jr. by Deed recorded in Deed Book 2595 at page 209 in the office of the ROD for Horry County.

DEED
2854 0355

STATE 244⁴⁰ COUNTY 103⁴⁰

EXEMPT

YES

132

NO

355

Address of Grantee(s): 3914 Cowhouse Ct. Labruce Lane
murrells Inlet, SC
29576

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Barbara A. Todd**, her Heirs and Assigns forever.

AND I do hereby bind myself and my Heirs and Assigns to warrant and forever defend all and singular the said premises unto the said, **Barbara A. Todd**, her Heirs and Assigns forever, against myself and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF, this 27 day of January, in the Year of our Lord Two Thousand-Five and in the two hundred twenty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and Delivered in the Presence of :

[Signature]
Witness,
[Signature]
Notary

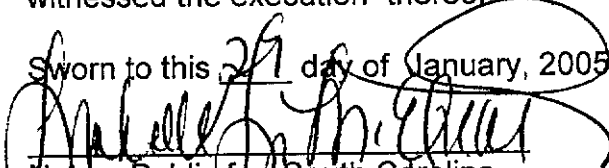
[Signature]
Issac Lacy Cannon, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named **Issac Lacy Cannon, Jr.** sign, seal and as his act and deed deliver the within Deed and that s/he with the other witness above witnessed the execution thereof

Sworn to this 29 day of January, 2005.


Notary Public for South Carolina

My commission expires: 4/1/14



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

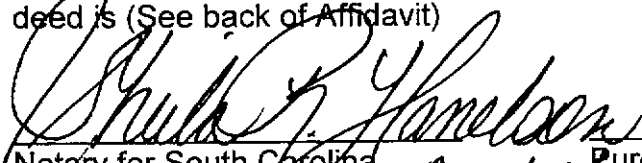
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

Property located and being in Conway Township, Tax Map number _____ was transferred by **Issac Lacy Cannon, Jr. to Barbara A. Todd**

X an arms length real property transaction and the sales price paid or to be paid in money or money's worth was **\$94,000.00**

_____ not an arm's length real property transaction and the fair market value of the property is

The above transaction is exempt, or partially exempt, from the recording fee as set forth in South Carolina Code Ann. Section 12-24-10, et. seq., because the deed is (See back of Affidavit)


Notary for South Carolina _____ Purchaser or Legal Representative
My Commission Expires: 2-24-14

* The Fee is based on the real property's value. Value means the realty fair market value. In arm's length real property transaction, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining after the transfer.

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
South Carolina Electric & Gas Company,)
Plaintiff/Condemnor,)
vs.)
Pitch Landing, LLC)
Defendant/Landowner,)
and)
South Carolina Public Service Authority;)
Horry Telephone Cooperative;)
Grand Strand Water and Sewer Authority;)
Coastal Carolina National Bank;)
Bill J. McDowell & Sally R. McDowell;)
Bobby D. McDowell)
Other Condemnees.)

IN THE COURT OF COMMON PLEAS
FOR THE 15TH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2018-CP-26-6424

Motion to Consolidate Cases

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
South Carolina Electric & Gas Company,)
Condemnor,)
vs.)
Barbara A. Todd)
Landowner,)
And)
Public Service Authority; Pitch Landing)
LLC; and Davis O. Heniford, Jr.)
Other Condemnees.)

IN THE COURT OF COMMON PLEAS
FOR THE 15TH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2018-CP-26-06064

Motion to Consolidate Cases

TO: Gregory Milam Alford, Counsel for the Condemnor

You will please take notice, Pitch Landing, LLC, by and through its undersigned counsel, hereby moves, pursuant to SCRCF Rule 42, for an Order of this Court consolidating and merging the above captioned civil actions. Pitch Landing, LLC will show the actions involve common questions of fact and law and concern the same condemnation of real property located in Horry County by Condemnor. The parties will require testimony from the same witnesses and use of the same documents in discovery and at trial. Consolidation will be most efficient for the parties, as well as, witnesses, and will promote judicial economy. Furthermore, consolidation of the two cases will not prejudice either Condemnor nor the Landowner.

The undersigned, pursuant to Rule 11, SCRCF, hereby certifies that he has attempted in good faith to resolve the matter contained in the Motion.

Respectfully submitted,

NEILL LAW FIRM, PA

s/Mark D. Neill, Esq
Mark D. Neill, Esq.
S.C. Bar No: 14273
P.O. Box 2810
Murrells Inlet, SC 29576
mneill@neilllawfirm.com
(843) 651-8580
Attorney for Pitch Landing, LLC

September 4, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CIVIL ACTION NO.: 2018-CP-26-6424
	)	
South Carolina Electric & Gas Company,	)	
	)	
Plaintiff/Condemnor,	)	
	)	
vs.	)	MOTION TO RECONSIDER,
	)	ALTER AND/OR AMEND
Pitch Landing, LLC,	)	
	)	
Defendant/Landowner,	)	
	)	
and	)	
	)	
South Carolina Public Authority; Horry	)	
Telephone Cooperative; Grand Strand	)	
Water and Sewer Authority; Coastal	)	
Carolina National Bank; Billy J. McDowell	)	
& Sally R. McDowell; Bobby D.	)	
McDowell,	)	
	)	
Other Condemnees.	)	

Pursuant to Rules 52, 58, 59, and 60, SCRCP, and all other legal authority, Landowner respectfully requests the Court reconsider its Form 4 Orders: granting Landowner's Motion to Restore dated March 2, 2021 and filed on March 3, 2021 in C/A No.:2018-CP-26-06064; and, denying Landowner's Motion to Consolidate dated March 2, 2021 and filed on March 3, 2021 in C/A No.:2018-CP-26-06424. The grounds for this Motion are:

1. The ruling erroneously relies on the *S.C. DOC v. Clemson Univ.* (2020 S.C. App. Lexis 123; 2020 WL 6751311) case, which is not a final ruling as there is currently a Petition for Certiorari pending before the South Carolina Supreme Court.
2. The *S.C. DOC v. Clemson Univ.* case is readily distinguishable from the case at hand.

- a. The School District in the Clemson matter was provided a full evidentiary hearing before a Special Referee consented to by all parties on the issue of whether the School District held an interest in the portion of the parcel its buildings occupied, specifically, whether the Leasehold interest remained intact following the expiration of the lease it once held. The Referee held the School District had no written leasehold or other documented property interest in the tract, but that it enjoyed an equitable interest as a result of improvements it had constructed thereupon.
- b. By contrast, the larger Pitch Landing tract includes an easement appurtenant providing permanent, location-specific access through the property sold to Barbara Todd (see Deed Book 2878 Page 247) (See attached Exhibits A and B). This easement, referenced in Paragraph 3 of Civil Action 2018-CP-26-06424 (See attached Exhibit C) and Paragraph 4(b) of Civil Action 2018-CP-26-06064 (See attached Exhibit D) is a dominant, appurtenant easement, separate and distinct from Todd's fee simple estate. The Pitch Landing real interest in the Todd tract is that "which belongs to something else; an adjunct; an appendage. Something annexed to another thing more worthy as principal..." *Black's Law Dictionary, Sixth Ed.*, definition, in part, of "appurtenance." Here, the easement is annexed to the Pitch Landing tract "more worthy as principal." As such, Pitch Landing as the property owner of this easement interest should have been fully included in the matter against Todd, in order to properly compensate Pitch Landing for all impacts of the taking of its affected real property interest.

3. Alternatively, Condemnor could have named Pitch Landing in a separate condemnation proceeding, as a landowner, in order to take its interest in the easement.
4. As a third alternative, Condemnor could have included the taking of the appurtenant easement across the servient tract in the taking of property from Pitch Landing as the owner of the dominant tract. However, dispensing with Pitch Landing's easement interest in the Todd action is improper and can be cured only by including the acquisition of the Pitch Landing easement appurtenant to the just compensation calculation in the matter against Pitch Landing as the Landowner.
5. On the date of the taking, Barbara Todd held fee simple of the servient tract subject to the appurtenant easement withheld in its grant by the owner of the dominant tract, Pitch Landing.
6. In the present matter, the only property taken from Barbara Todd was the precise real property amounting to the 50' easement appurtenant to the Pitch Landing adjacent parcel.
7. No opportunity was given to provide evidence or testimony as to the question of equitable interest and therefore the ruling was premature.

The court's decision contradicts established treatise and caselaw. Where the easement supporting the dominant estate has been taken, the just compensation is the difference between the value of the dominant estate with the easement and its value without the easement. Nichols on Eminent Domain, § 12(D).02(1). In cases like the present, "the amount of compensation for the fee simple interest of the servient estate will not adequately compensate the dominant estate which has lost its access since ordinarily an access road...will not diminish the value of the servient estate

by the amount it benefits the dominant estate.” *Condemnation of Easements*, James L. Thomspson, *Eminent Domain and Land Valuation Litigation*, January 2003.

In *United States v. Gossler*, 60 F.Supp.971 (1945), the Court determined that the owner of a dominant tenement was entitled to compensation for his interests separate from the fee held by the owner of the servient estate. The condemnor unsuccessfully argued the owner of the easement was only entitled to share in the single award paid to the owner of the servient estate. The Court disagreed, reasoning:

The fallacy of the reasoning which lies at the basis of these motions arises from the concept of the title of real property as a thing with physical attributes, whereas title is a conglomerate of jurisdiction and substantive legal rights fused with the residuals of equitable remedies all developed historically out of feudal notions and medieval conditions. By this proceeding the United States does not acquire a physical thing by taking the fee simple title of the Gosslers, but sets up another title by extinguishment of all interests inconsistent with use by the Government. Since the United States is investing itself with an utterly new title and extinguishing the whole aggregate of rights connected with this piece of ground by condemnation, the Fifth Amendment requires compensation for all property rights so erased.

The United States cannot abrogate all, but pay for the particular right known as the fee simple title alone. The owner of another recognized property interest attached to the soil would then receive no compensation just or otherwise. Indeed in practice, the value of the fee simple title might well be materially reduced by the existence of this right of way. If payment were made for a specific interest such as the fee title, out of the aggregate, the Government would abrogate the other interests without paying monetary consideration therefor. Such a result does not satisfy the demands of the amendment. The United States is liable to the owner of an easement appurtenant in a suit condemning the fee of the servient estate. *Id.* at 973-974.

Accordingly, Pitch Landing hereby respectfully moves this Honorable Court reconsider its Orders and permit Pitch Landing, as Landowner, to proceed to jury trial on the matter of determining just compensation for the property taken from its dominant parcel, including the easement appurtenant across the servient Todd tract, by placing the servient tract taking (2018-

CP-26-06064) on the jury trial roster and consolidating it with the dominant tract taking (2018-CP-26-6424).

**BELLAMY, RUTENBERG, COPELAND,
EPPS, GRAVELY & BOWERS, P.A.**

s/Robert S. Shelton

Robert S. Shelton, SCB# 68543

Post Office Box 357

Myrtle Beach, SC 29578-0357

(843) 448-2400

rshelton@bellamylaw.com

*Attorney for Defendant/Landowner/Other
Condemnee Pitch Landing, LLC*

NEILL LAW FIRM, PA

s/Mark D. Neill, Esq.

Mark D. Neill, Esq., SCB# 14273

P.O. Box 2810

Murrells Inlet, SC 29576

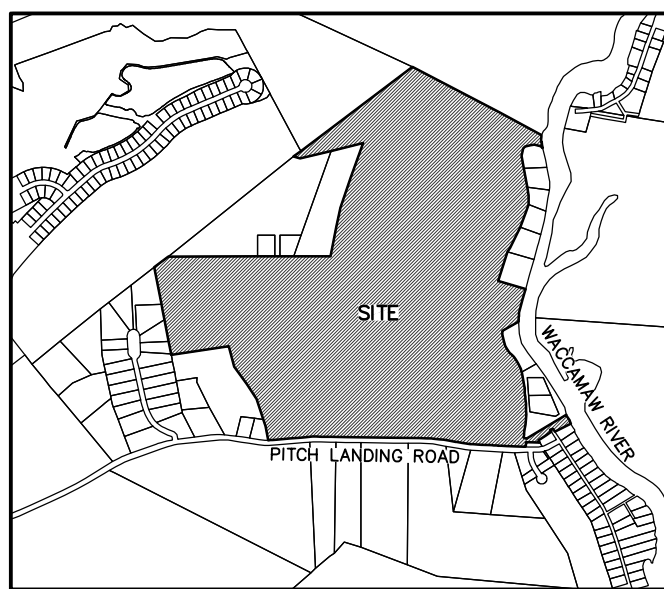
(843) 651-8580

mneill@neilllawfirm.com

*Attorney for Defendant/Landowner/Other
Condemnee Pitch Landing, LLC*

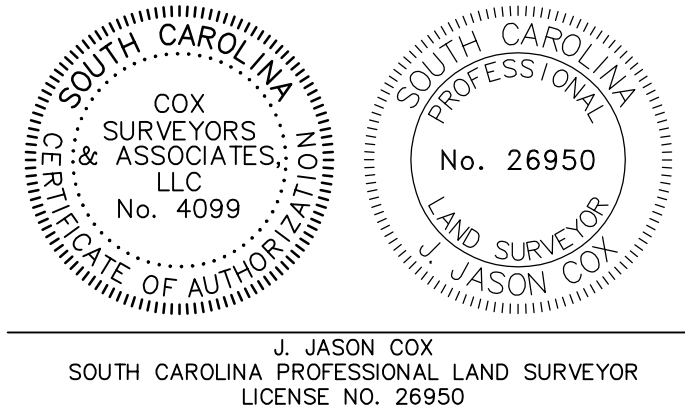
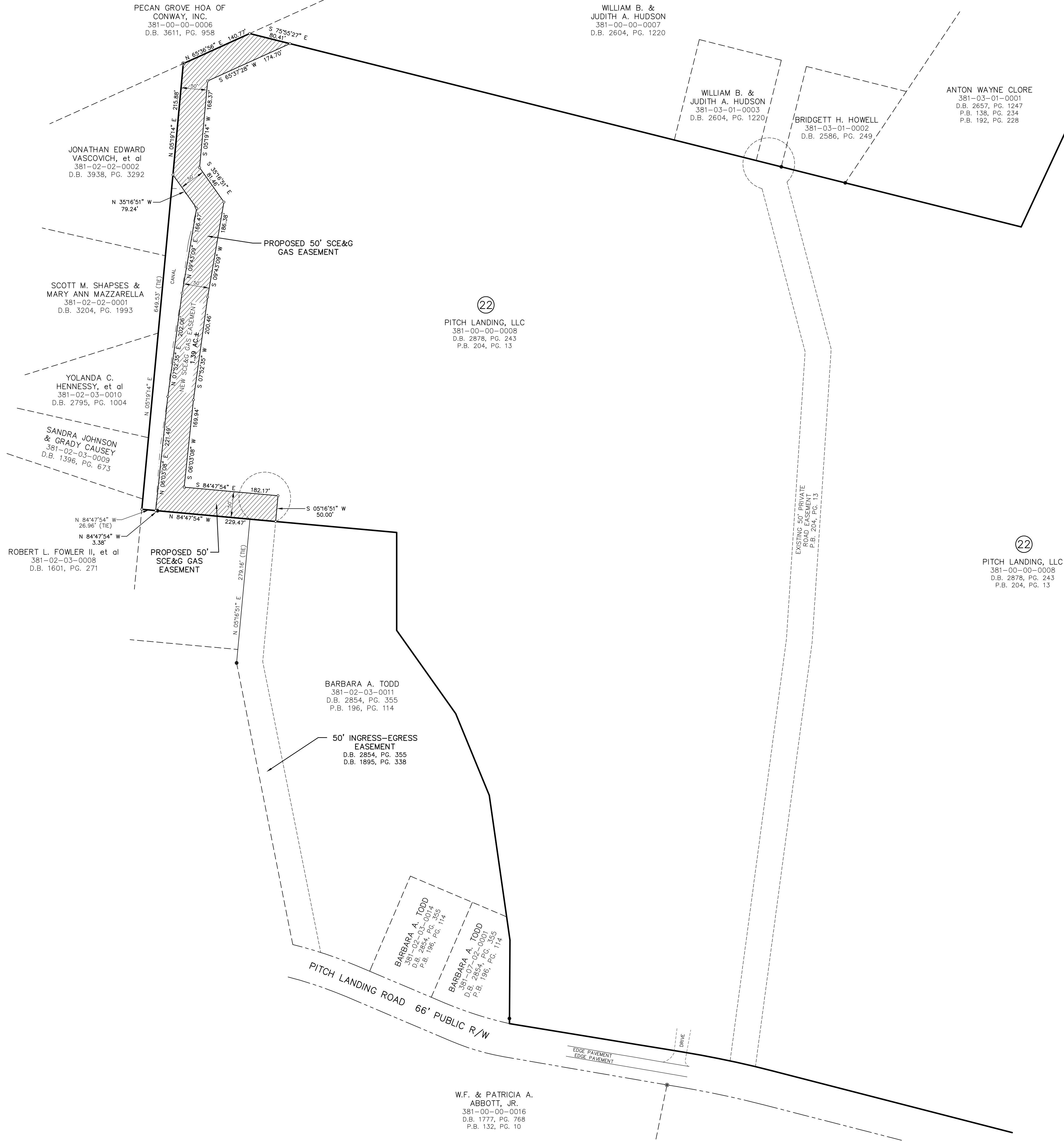
Dated: March 15, 2021
Myrtle Beach, South Carolina

EXHIBIT A



VICINITY MAP
(NOT TO SCALE)

- LEGEND**
- 1/2" IRON PIPE FOUND
 - 5/8" IRON REBAR FOUND
 - BOUNDARY POINT
 - D.B. DEED BOOK
 - P.B. PLAT BOOK
 - P.G. PAGE
 - S.F. SQUARE FEET
 - AC. ACRE
 - B.S.L. BUILDING SETBACK LINE
 - R/W RIGHT-OF-WAY
 - PROPOSED SCE&G GAS EASEMENT



REFERENCE MAP:
1. "COMBINATION PLAT OF 185.95 ACRES OF LAND LOCATED ON PITCH LANDING ROAD NEAR PITCH LANDING" BY CULLER LAND SURVEYING CO., INC. DATED FEBRUARY 4, 2005 AND RECORDED AT HORRY COUNTY R.O.D. IN P.B. 204, PG. 13.

- NOTES:**
- PIN NO. 381-00-00-0008
 - ALL BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD83(2011) AND OBTAINED FROM GPS OBSERVATIONS VIA THE S.C.G.S. VRS NETWORK
 - A TITLE SEARCH WAS NOT PERFORMED BY THIS OFFICE ON THIS DATE
 - THIS EXHIBIT WAS PREPARED FOR EASEMENT PURPOSES ONLY.
 - NO BOUNDARY SURVEY PERFORMED ON THE ENTIRE PROPERTY FOR WHICH THE EASEMENT IS LOCATED ON.
 - DEED & PLAT REFERENCES: AS SHOWN.

THIS INSTRUMENT AND REPRODUCIBLE COPIES OF THIS INSTRUMENT ARE OWNED BY COX SURVEYORS & ASSOCIATES, LLC. REPRODUCTIONS OF THIS INSTRUMENT ARE NOT PERMITTED WITHOUT WRITTEN CONSENT OF COX SURVEYORS & ASSOCIATES, LLC UNLESS OBTAINED THROUGH MATTERS OF PUBLIC RECORD.

ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

PROPOSED
SCE&G GAS EASEMENT
THE LANDS OF PITCH LANDING, LLC
PREPARED FOR:
**SOUTH CAROLINA
ELECTRIC & GAS**
CONWAY TOWNSHIP
HORRY COUNTY SOUTH CAROLINA

SCALE: 1 INCH = 100 FEET

SURVEYED & MAPPED BY

Cox Surveyors & Associates
A LIMITED LIABILITY COMPANY
4325 DICK POND ROAD, SUITE A
MYRTLE BEACH, SC 29588 (843) 650-1500
www.coxsurveyors.com

DRAWN BY VGB FIELD DATE 05/2018
REVIEWED JJC PLAT DATE 05/31/2018
CREW CHIEF CTB FIELD BOOK CS-1168

W.F. & PATRICIA A.
ABBOTT, JR.
381-00-00-0016
D.B. 1777, PG. 768
P.B. 132, PG. 10

EXHIBIT B



EXHIBIT C

150-00-01-009+039

Map

Blk

Parcel

3-2-05 pa

872488

FILED
HORRY COUNTY, S.C.

2005 MAR 18 AM 10:06

BALLEW V. SKIPPER
REGISTRAR OF DEEDS

Prepared By and Return To:

POSG&N, PA

Post Office Box 2850

Murrells Inlet, SC 29576

File # 05-1124MDN

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **NEW RIVER CORPORATION**, hereinafter Grantor(s), in the State aforesaid, for and in consideration of the sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), unto it paid by **PITCH LANDING, LLC**, hereinafter Grantee(s), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said **PITCH LANDING, LLC**, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

SEE ATTACHED PROPERTY DESCRIPTION**Tax Map #: 150-00-01-001, 008, 009, & 039****Grantee's Address: 3700 Palmetto Point Blvd, Myrtle Beach, SC 29577**

TOGETHER WITH all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Pitch Landing, LLC**, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind its successors and assigns, to warrant and forever defend all and singular the said premises unto the said **Pitch Landing, LLC**, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against its successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

DEED
2878 0247STATE 1,300.00 COUNTY 550.00

EXEMPT YES

NO 88

ASSESSOR _____

247

WITNESS the undersigned Hand and Seal this **16th** day of **March** in the year of our Lord **two thousand five**.

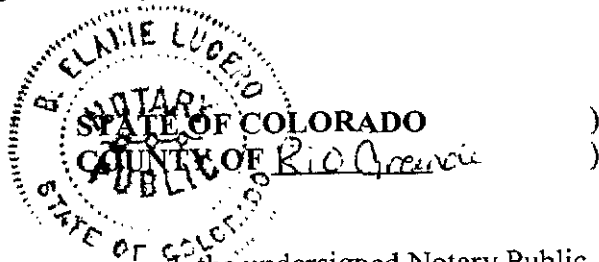
Signed, Sealed And Delivered
In The Presence Of:

NEW RIVER CORPORATION

By: [Signature]
John J. Dargatzis, its President

#1 [Signature]
1st Witness

#2 [Signature]
Notary



ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that the above-signed Grantor(s), personally appeared before me this 16th day of March, 2005 and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this **16th** day of **March, 2005**.

#3 [Signature]
Notary Public for CO

My Commission Expires: 07-06-08

File # 05-1124MDN

**PROPERTY DESCRIPTION
FOR DEED**

All and singular that certain piece, parcel or lot of land, situate, lying and being in Conway Township, Horry County, South Carolina and being designated as 185.95 acres more or less as shown on that certain plat prepared for PITCH LANDING, LLC by Culler Land Surveying Co. Inc., dated February 7, 2005 and recorded March 18, 2005 in Plat Book 204 at Page 13, Horry County records.

DERIVATION FOR TMS 150-00-01-001 & 150-00-01-008

This being a portion of that certain property conveyed unto New River Corporation herein by Deed of John J. Dargan recorded March 18, 2005 in Deed Book 2878 at Page 243, Horry County records.

DERIVATION FOR TMS 150-00-01-039

This being a portion of that certain 34.8 acres conveyed unto New River Corporation herein by Deed of John J. Dargan recorded in Book 958 at Page 814, Horry County records.

DERIVATION FOR TMS 150-00-01-009

This being a portion of that certain 50 acres conveyed unto New River Corporation herein by Deed of John J. Dargan recorded in Book 1018 at Page 906, Horry County records.

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. The property being transferred is located at 184 +/- acres, Pitch Landing Rd, Conway, SC 29526, bearing Horry County Tax Map Number 150-00-01-001,008,009,039, was transferred by New River Corporation to Pitch Landing, LLC on March 16, 2005.

2. XX An arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$500,000.00*.

_____ NOT an arm's length real property transaction and the fair market value of the property is \$_____.

3. The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, *et seq.*, because the Deed is (see back of Affidavit): _____

4. As required by Code § 12-24-70, I state that I am a responsible person who was connected with the transaction as either a Seller, Buyer or Closing Attorney.

5. I further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and no/100 Dollars (\$1,000.00) or imprisoned not more than one year, or both.


John J. Dargatzis, its President

Sworn to before
16th day of March

Sworn to before me this
16th day of March, 2005.

#3 B. Elaine Lucero
(Notary Public)

My commission expires 07-06-08

* The fee is based on the real property's value. Value means the realty's fair market value. In arm's length real property transactions, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a realty of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining on it after the transfer.

EXHIBIT D

HORRY COUNTY, S.C.
150-00-01-021

Map

Blk

Parcel

1-31-05

511705

FILED
HORRY COUNTY, S.C.

2005 JAN 28 PM 2:04

Space Above for Recording Information

STATE OF SOUTH CAROLINA)
REGISTRAR OF DEEDS

TITLE TO REAL ESTATE

COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, that I, **Issac Lacy Cannon, Jr.**, in State and County aforesaid for and in consideration of the sum of Ninety Four Thousand and No/100ths (\$94,000.00) Dollars, paid by **Barbara A. Todd**, Receipt whereof is hereby acknowledged, have granted, bargained, sold and released; and by these presents, do grant, bargain, sell and release unto the said **Barbara A. Todd**, her Heirs and Assigns forever, the following described property to wit:

All and Singular, that certain piece, parcel or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina, containing 9.00 acres, more or less, as shown on plat prepared by Terry M. Watson, RLS, Land Surveying, Inc., for Michael Blanton, dated June 26, 1996, which plat is recorded in the office of the ROD for Horry County in Plat Book 144 at page 48, reference to which is craved as forming a part and parcel hereof.

There is excepted and reserved unto John J. Dargan and/or New River Corporation, their heirs, successor and assigns, an unobstructed, unencumbered easement and right of way, in, over and across that certain 50 foot private road access easement as shown on the above referenced plat for the purpose of ingress, egress and the installation and maintenance of utilities.

Subject to restrictions as recorded in Deed Book 1895 at page 338 in the office of the ROD for Horry County.

This being the identical property conveyed to Issac Lacy Cannon, Jr. by Deed recorded in Deed Book 2595 at page 209 in the office of the ROD for Horry County.

DEED
2854 0355

STATE 244⁴⁰ COUNTY 103⁴⁰

EXEMPT

YES

153

NO

A
355

ELECTRONICALLY FILED - 2021 Mar 15 4:36 PM - HORRY - COMMON PLEAS - CASE#2018CP2606424

Address of Grantee(s): 3914 Cowhouse Ct. Labruce Lane
murrells Inlet, SC
29576

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Barbara A. Todd**, her Heirs and Assigns forever.

AND I do hereby bind myself and my Heirs and Assigns to warrant and forever defend all and singular the said premises unto the said, **Barbara A. Todd**, her Heirs and Assigns forever, against myself and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS THE EXECUTION HEREOF, this 27 day of January, in the Year of our Lord Two Thousand-Five and in the two hundred twenty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and Delivered in the Presence of :

[Signature]
Witness,
[Signature]
Notary

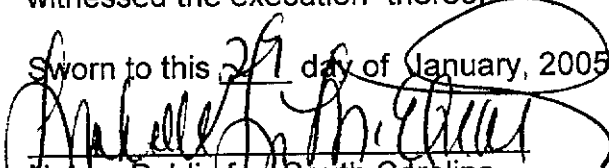
[Signature]
Issac Lacy Cannon, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named **Issac Lacy Cannon, Jr.** sign, seal and as his act and deed deliver the within Deed and that s/he with the other witness above witnessed the execution thereof

Sworn to this 29 day of January, 2005.


Notary Public for South Carolina

My commission expires: 4/1/14



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

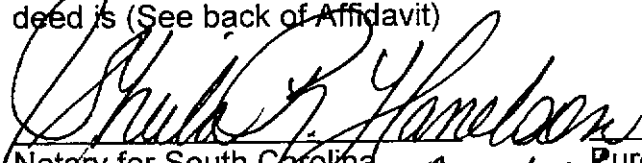
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

Property located and being in Conway Township, Tax Map number _____ was transferred by **Issac Lacy Cannon, Jr. to Barbara A. Todd**

X an arms length real property transaction and the sales price paid or to be paid in money or money's worth was **\$94,000.00**

_____ not an arm's length real property transaction and the fair market value of the property is

The above transaction is exempt, or partially exempt, from the recording fee as set forth in South Carolina Code Ann. Section 12-24-10, et. seq., because the deed is (See back of Affidavit)


Notary for South Carolina _____ Purchaser or Legal Representative
My Commission Expires: 2-24-14

* The Fee is based on the real property's value. Value means the realty fair market value. In arm's length real property transaction, this value is the sales price to be paid in money or money's worth (e.g. stocks, personal property, other realty, forgiveness of debt, mortgages assumed or placed on the realty as a result of the transaction). However, a deduction is allowed from this value for the amount of any lien or encumbrance existing on land, tenement, or realty before the transfer and remaining after the transfer.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY) 2018-CP-26-06424

South Carolina Electric & Gas)
Company,)

Plaintiff,)

vs.)

Pitch Landing, LLC,)

Defendant,)

and)

South Carolina Public Service)
Authority; Horry Telephone)
Cooperative; Grand Strand)
Water and Sewer Authority;)
Coastal Carolina National)
Bank; Billy J. McDowell &)
Sally R. McDowell; Bobby D.)
McDowell,)

Other Condemnees.)

South Carolina Electric & Gas)
Company,)

Plaintiff,)

vs.)

Barbara A. Todd,)

Defendant,)

and)

Public Service Authority;)
Pitch Landing, LLC; & David)
O. Heniford, Jr.,)

Other Condemnees.)

Transcript of Record

MARCH 1, 2021

B E F O R E:

Honorable Benjamin H. Culbertson
Horry County Courthouse
Conway, South Carolina
** VIA REMOTE WEBEX HEARING **

A P P E A R A N C E S:

Gregory M. Alford, Esquire
Attorney for Plaintiff

Mark D. Neill, Esquire
Attorney for Defendant

Sallie Beth Todd
Circuit Court Reporter

I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RE CROSS</u>
----------------	---------------	--------------	-----------------	-----------------

(THERE WERE NO WITNESSES CALLED DURING THIS HEARING.)

Certificate of Court Reporter..... 24

E X H I B I T S

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>	<u>PAGE</u>
------------	--------------------	-----------	-----------	-------------

(THERE WERE NO EXHIBITS MARKED DURING THIS HEARING.)

1 **MR. NEILL:** Good morning, Your Honor.

2 **THE COURT:** Good morning. Is anybody else involved in
3 this one?

4 **MR. NEILL:** Greg Alford should be involved in this one,
5 Judge.

6 **THE COURT:** All right. I don't see -- oh, I see his
7 name, but he didn't raise his hand. Let me make him -- all
8 right.

9 Mr. Alford, can you see and hear us?

10 **MR. ALFORD:** Yes, sir.

11 **THE COURT:** I can hear you, but I can't see you.

12 **MR. ALFORD:** Good morning. Sorry.

13 **THE COURT:** There we go.

14 **MR. ALFORD:** Yes, sir.

15 **THE COURT:** All right. Is this everybody we need?

16 **MR. NEILL:** Yes, sir. I believe it is.

17 **THE COURT:** All right.

18 **MR. ALFORD:** Your Honor, if I may? There is another
19 motion by Mr. Neill which is in the case Barbara Todd, 26-
20 06064.

21 **THE COURT:** Yeah. I see -- okay, that's 6064. Can we
22 argue these at the same time?

23 **MR. ALFORD:** Your Honor, that would be the best way to do
24 it, because depending on how the motion to restore pans out
25 that may determine what the next motion is.

1 **THE COURT:** I got you. All right. So this is 2018-CP-
2 26-06424, South Carolina Electric and Gas Company versus Pitch
3 Landing, LLC and others; also 2018-CP-26-06064 South Carolina
4 Electric and Gas versus Barbara A. Todd and others.

5 The first 2018-6424 is a motion to consolidate, next
6 2018-6064 is a motion to restore. Please give the court
7 reporter your names and who you represent.

8 **MR. NEILL:** Yes, Your Honor. I'm Mark Neill and I
9 represent Pitch Landing, LLC.

10 **THE COURT:** All right.

11 **MR. ALFORD:** Good morning. I'm Gregory Alford and I
12 represent Dominion Energy South Carolina formerly South
13 Carolina Electric and Gas.

14 **THE COURT:** All right. Mr. Neill, these are your
15 motions?

16 **MR. NEILL:** Yes, Your Honor.

17 **THE COURT:** All right. And you said we need to do the
18 motion to restore first, that's dispositive?

19 **MR. NEILL:** Yes, Your Honor.

20 **THE COURT:** All right. Let me hear from you on that.
21 This is on 2018-CP-26-06064. All right.

22 **MR. NEILL:** Yes, Your Honor. So just as a way of a brief
23 background so you have a better understanding of what's going
24 on with this one, Judge. These two cases are basically kind
25 of companion cases. South Carolina Energy and Gas was

1 condemning property for the construction of a gas line. So on
2 the Barbara Todd property basically what they were doing was
3 they were condemning a private road that she was the owner of,
4 but my clients had an access and utility easement over that
5 private road. So when they filed the action against Ms. Todd,
6 obviously they named her as a defendant and as us additional
7 condemnees because we have this access easement and utility
8 easement which basically covered this road that they were
9 condemning, okay. And then the second action, and that's
10 SCE&G versus Pitch Landing, is where they were condemning
11 additional property that was actually owned by Pitch Landing
12 that the gas line was going to run on. They are very much
13 related in that way.

14 So these actions were filed. We actually filed answers
15 in both of them because there's actually a complaint involved
16 with this condemnation action which is a little bit different.
17 We filed answers in both of them. We went through the process
18 of doing discovery, in fact back in February of 2020 we
19 actually started discussing a scheduling order in this case.
20 A scheduling order for both of these case were sent around to
21 everybody. Mr. Alford actually offered input and dates on
22 these scheduling orders. Eventually the scheduling order, I
23 believe, was filed with the court in March of last year 2020.

24 So as we're progressing through the process of doing
25 discovery, we're talking about setting up depositions, at some

1 point in July of 2020 we discover that SCE&G has settled out
2 with the landowner. There was a consent order done with the
3 Court to settle out with her. Pitch Landing was not a party
4 to this consent order, okay. And also subsequently after that
5 -- the initial consent order which, Judge, I know you've got
6 this in your filing system, that was filed in May of 2019.
7 They filed this proposed consent order to settle out with the
8 landowner. They did not include us in any of that. We had no
9 knowledge whatsoever that there was even a settlement that
10 occurred with Ms. Todd. And although if you look at the
11 consent order it speaks that there was a hearing involved with
12 that. I've actually spoken with Henrietta Golding who
13 represented Ms. Todd in this and there was never a hearing on
14 that. It was basically just a proposed consent order that was
15 sent to the Court, signed by the other parties but not Pitch
16 Landing, okay. And then subsequently to that consent order
17 which says dismissal as to Barbara A. Todd, a stipulation of
18 dismissal was filed by counsel that dismissed the action in
19 its entirety. Once again, Pitch Landing was never a party to
20 the stipulation. They did not sign it and the case got
21 dismissed.

22 **THE COURT:** Now they had made -- Pitch Landing had made
23 an appearance in the action?

24 **MR. NEILL:** Pitch Landing? Yes, Your Honor.

25 **THE COURT:** Okay. All right. Go ahead.

1 **MR. NEILL:** We had not only just made an appearance, but
2 we had also filed an answer since there was also a complaint
3 in the action. So there was no question we were a party.

4 **THE COURT:** Okay. All right.

5 **MR. NEILL:** But we weren't part of any of these
6 settlement discussions and we certainly weren't part of this
7 stipulation of dismissal that managed to dismiss the entire
8 action, even the action that proposed against us.

9 Now, what's happened in the interim is of course SCE&G,
10 now Dominion Energy, has come in and installed a gas line right
11 down the middle of this private road, okay. So this is
12 essentially destroys our ability to use this as an access
13 piece. And there's been engineers involved in all of this and
14 it's clear that there is no way in this world you can build a
15 road over top of this gas line that they've installed. So
16 essentially what has happened is SCE&G filed a condemnation
17 action. They named us as a party in interest and have
18 dismissed the action without actually paying us any money for
19 the destruction of our easement.

20 Now, this easement is a really big deal because this
21 easement allows -- my clients have a development there. It's
22 on the river down there. This easement is a very big deal
23 because if this easement is destroyed, we are now limited to
24 only developing about half of the amount of lots that we would
25 be allowed to develop if we had two points of entry. So, you

1 know, the damages that our engineers and appraisers have come
2 up with is a little over \$900,000 as a result of them taking
3 this road from us. And of course the case has now been
4 dismissed. We were never a party to any of it, and nobody has
5 paid us one penny at this point. You know, so when we became
6 aware -- and like I said, this all took place before we were
7 ever going through the process of discovery, a scheduling
8 order with Mr. Alford, all of this took place after they had
9 already dismissed it. So you know, that just kind shows that
10 we had no idea what they had done here. We were given no
11 notice of it. We were certainly not a party to the consent
12 order that was filed with the Court, and we certainly weren't
13 privy to the stipulation of dismissal that was later filed.

14 So you know we've been going back and forth with this for
15 a while now. We have a consent order that we circulated back
16 in October to try and resolve this, but we just haven't been
17 able to get anywhere with that.

18 **THE COURT:** All right.

19 **MR. NEILL:** So that was the purpose of our filing this
20 motion today.

21 **THE COURT:** Mr. Alford, let me hear from you.

22 **MR. ALFORD:** Yes, sir. Good morning, Your Honor. Thank
23 you. Your Honor, first of all I'd like to start out and say
24 that you know with respect of course, they were served with
25 notice. We filed -- we uploaded the proposed order in

1 accordance with the rules. You know if you've made an
2 appearance you get served, that's how it works. You get the
3 e-filing notice and you go find it. So that was done. We
4 then did settle. I would like to point out, because I got
5 concerned that the order -- the consent order does not
6 reference a hearing, Your Honor. I just wanted to be clear
7 about that. We wouldn't do that, I mean it was just a consent
8 order that was sent to the Court proposed. Mr. Neill had to
9 have gotten a copy or had access to one under e-filing. But I
10 -- leaving that aside, I just wanted to clear that up for the
11 Court. That's not something we engage in.

12 Secondly, Your Honor, while they did file an answer -- I
13 think there's a lot -- we uploaded a memorandum. I'm afraid
14 it might not of -- I didn't get the acceptance notice until
15 this morning, but we uploaded it Friday. Essentially the way
16 we understand condemnation actions to work, and I think that
17 was affirmed, basically our understanding by a recent Court of
18 Appeals case *Department of Commerce, Division of Public*
19 *Railways versus Clemson University and Charleston County*
20 *School District*. I don't know if the Court is familiar with
21 that decision, but they offer a lot of guidance about the
22 structure of the relationship with the landowner being the
23 primary guardian being able to decide -- they get to decide
24 the value of the easement. Any dispute as to the monies that
25 would have been due to Pitch Landing would take place in an

1 equitable proceeding that would take place after the
2 condemnation, after the landowner and the condemnee had
3 agreed. The point of uploading the consent order was to give
4 them that notice and to give them an opportunity to ask for
5 their portion of the proceeds if they wanted to claim monies
6 were owed to them for their equitable interests. I think if
7 you read the case that's kind of how it plays out.

8 Now, Your Honor, I have a bunch of these files and I
9 don't disagree that when he sent me the Pitch Landing consent
10 order -- scheduling order I said let's move them out and we'll
11 keep going because we're all in the middle of the -- we don't
12 know when we're going to court, we don't know what's happening
13 with the cases at that point because of the Covid stuff. So I
14 don't -- I can understand I guess -- I don't know if they
15 understood the import of what was going on I guess is the
16 difference. I don't think there was any intent to deceive or
17 anything. I'm not sure if they understood the import of our
18 resolving it with the landowner, which we have every right to
19 do, and the landowner has every right to do. It's then a
20 question of -- because let's face it, the easement can't be
21 worth more than the fee and we took the fee. Their
22 compensation should come at what you call the division of the
23 proceeds among the condemnees. I think the Clemson case, I
24 don't know whether you call I the railroad case, the Clemson
25 case, or the school district case, but the recent case out of

1 the Court of Appeals I think lays out very, almost in a linear
2 fashion how that's supposed to work. In this case, while they
3 did file an answer, they never requested the equitable
4 proceeding, which I don't know why but they didn't, to find
5 out what their share of those monies were.

6 **THE COURT:** All right.

7 **MR. ALFORD:** Our position is -- our position is this case
8 is over and if they were to reopen it, I think the only thing
9 under this case and the way the mandates that are laid out in
10 the statute, I think the only remedy would be to go back to
11 Barbara Todd and say okay give us some percentage of those
12 monies because you've compromised our easement by selling the
13 land to them.

14 **THE COURT:** Well what is the fact situation in the
15 *Clemson* case?

16 **MR. ALFORD:** Oh, in the *Clemson* case the school district,
17 it's kind of confusing but the school district -- let's see,
18 the railroad came along and wanted to condemn some land,
19 Clemson owned the land, the school district had a lease.
20 Clemson and the school district, I'm sorry, Clemson and the
21 railroad company had done a swap of land so no monetary
22 consideration. The school district then said wait a minute,
23 we should get a percent -- the Court said you go to an
24 equitable proceeding and decide what percentage of those
25 condemnation proceeds you get, school district. But since

1 there was no monetary relief given, we're not going to have
2 that proceeding because they said that the trial judge -- and
3 if the Court -- I don't want to do this to the court reporter,
4 but if the Court doesn't mind, I'll read some of that.

5 **THE COURT:** Well I guess my question is did they just say
6 the school district was out and they didn't get anything since
7 it was a land swap and their lease was just worthless and
8 nothing came out of it?

9 **MR. ALFORD:** I do believe that's what they did, Your
10 Honor, as unfair as that might sound. I think that is what
11 happened.

12 Next, concluding the school district had no statutory
13 right to a jury trial. We find the department's initial
14 demand for a jury trial in the condemnation action was not
15 dispositive. Then they come down and they talk about that
16 other condemnee -- the main take away from the case is that
17 other condemnees don't have a right to a jury trial, a
18 landowner does. After the compensation has been decided other
19 condemnees can then apply for a percentage or some equitable -
20 - their fair share of whatever the value to the ownership of
21 the easement was.

22 **THE COURT:** I mean I guess my question is, is what is the
23 purpose of giving notice to Mr. Neill's client in the
24 condemnation action if you don't need his consent or anything?

25 **MR. ALFORD:** Yes, sir. I think that's a good question.

1 The purpose of that is so that he can ask for that equitable
2 proceeding. But under the code section I think it speaks to
3 it. It says "finally the school district asserts the
4 equitable nature of its interest is not precluded from having
5 a jury trial. We disagree. As we stated, the parties
6 entitled to a jury trial in a condemnation are the landowner
7 and the condemnor. When, as here, the landowner and the
8 condemnor have settled their dispute, the act does not require
9 a jury trial on the issue of just compensation for any parties
10 that do not fall into one of these categories. Therefore, we
11 find that the circuit court did not err by finding the school
12 district was not entitled to a jury trial to determine the
13 value, if any, of its equitable interest in the 3.74-acre
14 portion of property. And then they transferred -- for the
15 foregoing reasons, the circuit court's order transferring the
16 action to the non-jury roster is affirmed." Because now what
17 they are there for is the equitable proceeding.

18 **THE COURT:** Well I think that's what Mr. Neill's argument
19 is, is he can't even proceed with the equitable proceeding now
20 because the case has been dismissed.

21 **MR. NEILL:** Well there's more to it than that, Judge. I
22 mean remember there's a big difference between the person who
23 actually owns a road, which is -- has very little use to that
24 person that's subject to, but that's all they took was the
25 road. That's it, just the road, and the person who legally

1 has the right to use that road to access their property. You
2 know it's a very different situation than when we have a
3 mortgagor or a lessee who's directly tied to that ownership of
4 property. The ownership interest of my client is very
5 different than that of Ms. Todd. She owns a piece of property
6 that's subject to a road easement. You know we own an access
7 easement that allows us to access our property. You know
8 that's an entirely different scenario than what we're talking
9 about between owner and lessee.

10 **THE COURT:** All right.

11 **MR. NEILL:** Judge, you know we made a demand for ---

12 **THE COURT:** Well wait a minute. I understand that and
13 I'll give you an opportunity to reply.

14 Go ahead, Mr. Alford, let me hear from you.

15 **MR. ALFORD:** I just -- I just wanted to go to the case
16 here, Your Honor, it says section 28-2-460 of the act provides
17 and it quotes the section and it says "Unless the person
18 served with the Condemnation Notice agree in writing as to
19 whom just compensation must be made and paid, the appraisal
20 panel determination, verdict, or judgment must be made jointly
21 to all the parties and may be paid to the clerk of court. Upon
22 making the payment, the condemnor's obligation to pay interest
23 upon the funds shall terminate. The payment of the funds so
24 awarded must be held by the clerk of court pending the final
25 order of the court of common pleas in an equity proceeding to

1 which all persons served with the Condemnation Notice must be
2 necessary parties." So what the case says is only the
3 landowners get notice.

4 **THE COURT:** Yeah, but was that money paid into the clerk
5 of court?

6 **MR. ALFORD:** It was, Your Honor, and then the consent
7 order released it. I think what, if something was going to
8 happen, Mr. Neill would be entitled to have a proceeding with
9 Ms. Todd.

10 **THE COURT:** No. As I understand what you're saying, the
11 money's paid into the clerk of court and then the Court
12 determines how it is to be divided. The problem is is that
13 your client and Ms. Todd decided that it was all going to Ms.
14 Todd and cut Mr. Neill's client out.

15 **MR. NEILL:** And the amount of that check as well, Your
16 Honor.

17 **MR. ALFORD:** I'm not trying to play games here. I
18 wouldn't do that. What I'm trying to say to you is that was
19 the point of giving him the notice of what we'd valued the
20 deal at, \$19,000, and that he had the opportunity then to
21 request his equitable proceeding to say some of that's mine,
22 all of that's mine. At that point -- and they didn't do it,
23 that was the point of sending them the proposed -- that's the
24 point of filing that document and letting it cure. It is -- I
25 can understand I guess the perceived unfairness, but he's got

1 to protect -- if his client doesn't like the value of it he's
2 got to step up and under the code ---

3 **THE COURT:** So what was he supposed to do that he didn't
4 do?

5 **MR. ALFORD:** Demand the equitable proceeding for his
6 percentage of the proceeds.

7 **THE COURT:** I'm assuming his answer did that.

8 **MR. ALFORD:** They asked for a jury trial, Your Honor.

9 **THE COURT:** Okay. Well that's saying I'm participating.

10 **MR. ALFORD:** I understand and that's why he was served
11 with everything. You Honor, I'm not -- I can understand the
12 Court's perceiving -- I understand what's bothering you.

13 **THE COURT:** Yeah.

14 **MR. ALFORD:** Unfortunately this is how it lays out, and
15 then that's how we thought it worked and then the Court comes
16 out subsequently with this case in November 18, 2020 -- oh
17 man, it was Markly Dennis, affirmed. It tells us that we
18 actually understood it correctly that the other condemnees --
19 the point of contention between us and the other condemnees is
20 that over time is that ---

21 **THE COURT:** Well I'm going to have to take it under
22 advisement and read that case because the problem -- I kind of
23 agree with everything you're saying, Mr. Alford, but for the
24 fact that you and Ms. -- your client and Ms. Todd entered into
25 a consent order when there is another party who had made an

1 appearance and is not part of that consent.

2 **MR. ALFORD:** And I do understand that, Your Honor.

3 **THE COURT:** Yeah.

4 **MR. ALFORD:** And I would say to you that -- with respect,
5 I'm sorry, I didn't mean to ---

6 **THE COURT:** No, no. I'm just saying that I think -- I
7 don't understand how you can pick and choose who you -- I mean
8 could you have just contacted any of the parties and gotten
9 their consent and excluded the others? What ---

10 **MR. ALFORD:** No, sir. It's actually -- that's what this
11 case really talks about is who is the primary party in
12 interest, in a condemnation it's the landowner.

13 **THE COURT:** And I think that's correct. By the same
14 token, I don't think that relieves the consent of any of the
15 other parties and I've got to read the case and see.

16 **MR. ALFORD:** Yes, sir, and that's fair. I guess my
17 response to that would be that that was why this case
18 happened.

19 **THE COURT:** Okay.

20 **MR. ALFORD:** --- the other folks didn't consent, they
21 wanted some money ---

22 **THE COURT:** And you might be right. You may be right on
23 that. I don't know. But I mean I don't know if that was the
24 case or not because it sounds like to me, correct me if I'm
25 wrong, it sounds like to me that that case simply said school

1 district you don't get a jury trial. This is an equitable
2 action that is going to be decided non-jury and that's going
3 to determine how much you're entitled to, whereas Mr. Neill's
4 client is even cut out of that process.

5 **MR. ALFORD:** And I understand maybe he shouldn't be cut
6 out of that process. Maybe he should be able to go back and
7 argue for his percentage of the value that's decided between
8 us and the landowner and the condemnor.

9 **THE COURT:** Okay. All right. Well I'll take that under
10 advisement and I'll make a decision on that.

11 **MR. ALFORD:** Yes, sir. If you require anything further
12 from myself and I'm sure from Mr. Neill, we'll be happy to
13 provide that. Your Honor, the citation to that case is in our
14 memorandum.

15 **THE COURT:** Okay.

16 **MR. ALFORD:** *South Carolina Department of Commerce versus*
17 *Clemson*, South Carolina Court of Appeals 2020. I don't know
18 if I put like a West Law type cite in there, but I'd be happy
19 to ---

20 **THE COURT:** I'm sure I can get it from just a key word
21 search.

22 **MR. ALFORD:** Yes, sir. I apologize for that.

23 **THE COURT:** All right. What are we doing on the motion
24 to consolidate?

25 **MR. NEILL:** Your Honor, just one more point that's

1 relevant with this.

2 **THE COURT:** Okay. All right.

3 **MR. NEILL:** We've had a huge issue with this case with
4 the e-filing system and us not receiving e-filings.

5 **THE COURT:** Okay.

6 **MR. NEILL:** They've dropped us continually from it over
7 the couple of years that we've been doing it. Just giving you
8 an example, the memorandum of opposition that Mr. Alford filed
9 on Friday that apparently was accepted this morning, I got
10 zero notice of that. So I've got to figure out what is going
11 on that that. Clearly if we had notice of this we would have
12 dealt with it, but we just continued on like everything was
13 fine for almost an entire year before it was discovered.

14 **THE COURT:** All right. Now the motion to consolidate.

15 **MR. NEILL:** So, Judge, basically since these cases are so
16 similar, obviously the landowner is out of the Barbara A. Todd
17 case so that basically just leaves South Carolina or Dominion
18 Energy with the taking of our property and then the value
19 associated with the taking of the easement of Ms. Todd's
20 property. It just makes judicial sense that we would handle
21 all of it at the same time rather than floating them as two
22 separate cases.

23 **THE COURT:** All right. Mr. Alford, any position on that?

24 **MR. ALFORD:** Again, Your Honor, my position would be on
25 that, that presuming that you were to review the *Clemson* case

1 ---

2 **THE COURT:** Yeah, let's go under -- I mean if I deny the
3 motion to restore then that makes consolidation moot.

4 **MR. ALFORD:** Correct. And that's what I was going to
5 say, assuming that happens and the Court says do we
6 consolidate or not, I would respectfully submit no. You've
7 got two -- the remedy, again, you'd be back into Barbara Todd
8 deciding the value of the fee, which I think if you read the
9 case you're going to -- deciding the value of just
10 compensation for the condemnation, I think you would be back
11 into us and Barbara Todd essentially if that makes any sense.
12 Otherwise, how are you going to get the money out of this
13 equitable proceeding that's got to take place with Barbara
14 Todd, us and Barbara Todd if you will up at the top making
15 this decision and then it has to flow down and those funds
16 would flow down. Does that make any sense, Your Honor?

17 **THE COURT:** Well I understand what you're saying. I
18 think it is kind of convoluted. And I think the problem that
19 you've got here is you've probably got -- it sounds like from
20 Mr. Neill that you have got an easement that is certainly
21 worth a lot more to the easement holder than the property
22 owner, because to the property owner it's a strip of land that
23 they could live without. You've got an easement owner that
24 can't get to their property without it.

25 **MR. ALFORD:** And let me say if they can get to it another

1 way, that's all ---

2 **THE COURT:** Yeah.

3 **MR. ALFORD:** But what I'm saying is, to me it's more of I
4 am unable -- the premise of condemnation existed before this
5 easement existed. And the premise that an easement is more
6 valuable than the land is an exceedingly dangerous premise
7 that is unsupported anywhere in law, in condemnation law.
8 Which is why I think for other interests, equitable and other
9 interests in property, which is why I think the Court took the
10 time to illuminate the scenario and who's who in the
11 prioritization. That's just my opinion, Your Honor.

12 **THE COURT:** Well and I'll read the case and I'll let you
13 know. I can tell you my initial inclination, not inclination,
14 but concern I guess. If I don't restore the Todd case, then
15 how does that affect the value of Pitch Landing's property in
16 the condemnation against them because now they've got property
17 that does not have an access easement that they did have an
18 access easement to that could make it a whole lot more
19 valuable than without the access easement.

20 **MR. ALFORD:** And, Your Honor, I do understand that. I
21 would say hypothetically of course, obviously you're going to
22 ---

23 **THE COURT:** Right.

24 **MR. ALFORD:** I would say that that could be dealt with in
25 the Pitch Landing case. I mean that would be up to their

1 attorney as to how to plead that, how to sort that out. But I
2 think as to this piece of the fee, if you read the *Clemson*
3 case, and I've read it 25 times because I was so glad -- not
4 with respect to Mr. Neill and this case, more in the
5 conversation that we're having with many, many condemnees who
6 hold rights to properties. The thinking, I mean it's one of
7 these ivory tower scholarly thinking kind of things which I'm
8 not very good at, but the thinking that an easement is more
9 valuable than ownership of land I think is not -- I could
10 understand it involving an economic structure but I'll say
11 this, in the world of real property, and the world of
12 condemnation it preexists the easements.

13 **THE COURT:** Well I would rather own a piece of property
14 than to just have an easement. By the same token ---

15 **MR. ALFORD:** Because property can get condemned and you -
16 --

17 **THE COURT:** Yeah. All right. I think I've got a good
18 hold on it. I'll take it under advisement and I'll just issue
19 a Form 4 on my decision. Okay.

20 **MR. ALFORD:** Thank you very much. Mark, good to see you.

21 **MR. NEILL:** You too, Greg.

22 **(HEARING IS ADJOURNED.)**

23



Horry County Fifteenth Judicial Circuit Public Index



[Horry County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

South Carolina Electric & Gas Company VS Barbara A Todd , defendant, et al

Case Number:	2018CP2606064	Court Agency:	Common Pleas	Filed Date:	10/29/2018
Case Type:	Common Pleas	Case Sub Type:	Condemnation 410	File Type:	Mediator - Non Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:		Restore Reason:	Reopened Case
Judgment Number:		Court Roster:			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
☒ Alford, Gregory Milam	Alford Law Firm, LLC PO Box 8008 Hilton Head Island SC 29938				Plaintiff Attorney		10/29/2018
☐ Breeden, John L. Jr. (Inactive)	905 2Nd Ave. North Myrtle Beach SC 29582				Mediator		05/28/2019
☐ Heniford, Davis O Jr					Defendant		10/29/2018
☒ Neill, Mark David	PO Box 2810 Murrells Inlet SC 29576				Defendant Attorney		12/27/2018
☒ Pitch Landing LLC					Defendant		03/16/2021
☐ Public Service Authority					Defendant		10/29/2018
☒ Shelton, Robert S.	PO Box 357 Myrtle Beach SC 295780357				Defendant Attorney		03/16/2021
☐ South Carolin Electric & Gas Company					Trust Account Payee		06/06/2019
☒ South Carolina Electric & Gas Company					Plaintiff		05/14/2021
☐ Todd, Barbara A	3914 Cowhouse Court Labruce Lane Murrells Inlet SC 29576				Defendant		10/29/2018

Tax Map Information

Agency name	Tax Map Number	Tax Map Description
Common Pleas	150-00-01-021	TR CN SIDE HWY 110
Common Pleas	150-00-01-041	TR APITCH LANDING RD
Common Pleas	150-00-01-042	TR BPITCH LANDING RD

Associated Cases

Agency	Case #	External	Relationship	Description	Case Filed Date	Disposition Date	Case Status	Disposition
Common Pleas	2018LP2601234	N	LP	Associated by LP to CP Transfer	10/29/2018	06/05/2019	Dismissed	Other / Circuit Civil

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents

Pitch Landing LLC	Appeal/Notice of Appeal to Court of Appeals	Action		05/14/2021-21:40		   
Pitch Landing LLC	NEF(05-13-2021 09:40:44 PM) Appeal/Notice of Appeal to C...	Filing		05/14/2021-08:16		
South Carolina Electric & Gas Company	NEF(03-17-2021 03:07:23 PM) Order/Electronic Form 4	Filing		03/17/2021-15:12		
South Carolina Electric & Gas Company	Order/Electronic Form 4 - Motion/Reconsider is Denied	Order		03/17/2021-15:07		
Pitch Landing LLC	NEF(03-15-2021 04:30:50 PM) Notice/Notice of Appearance	Filing		03/16/2021-08:20		
Pitch Landing LLC	Notice/Notice of Appearance	Filing		03/15/2021-16:30		
Pitch Landing LLC	Motion/Reconsider	Motion		03/15/2021-16:30	03/17/2021-16:30	   
South Carolina Electric & Gas Company	NEF(03-03-2021 08:41:58 AM) Order/Electronic Form 4	Filing		03/03/2021-08:42		
South Carolina Electric & Gas Company	Order/Electronic Form 4-Motion to Restore Granted	Order		03/03/2021-08:41		
South Carolina Electric & Gas Company	NEF(02-26-2021 05:06:18 PM) Memo/Memo in Opposition	Filing		03/01/2021-08:25		
South Carolina Electric & Gas Company	Memo/Memo in Opposition	Filing		02/26/2021-17:06		
Alford, Gregory Milam	3/1/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		02/01/2021-11:50		
Neill, Mark David	3/1/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		02/01/2021-11:50		
Pitch Landing LLC	NEF(09-03-2020 10:04:07 AM) Motion/Restore Case	Filing		09/03/2020-10:07		
Pitch Landing LLC	Motion/Restore Case	Motion		09/03/2020-10:04	03/01/2021-10:04	 
Pitch Landing LLC	NEF(03-06-2020 03:15:10 PM) Order/Scheduling Order	Filing		03/06/2020-15:15		
Pitch Landing LLC	Order/Case is Dismissed therefore Scheduling Order is Denied	Order		03/06/2020-15:15		
Pitch Landing LLC	NEF(03-03-2020 04:15:07 PM) Proposed Order/Scheduling Or...	Filing		03/04/2020-11:34		
Pitch Landing LLC	Order/Order Cover Sheet \$25.00	Filing		03/03/2020-16:15		
South Carolina Electric & Gas Company	ADR/Notice of ADR	Action		08/28/2019-12:09	05/29/2019-12:09	
South Carolina Electric & Gas Company	NEF(07-25-2019 02:44:55 PM) Cancellation Of Lis Pendens	Filing		07/26/2019-08:43		
South Carolina Electric & Gas Company	Cancellation Of Lis Pendens	Filing		07/25/2019-14:44		
South Carolina Electric & Gas Company	NEF(07-25-2019 01:56:30 PM) Notice/Dismissal	Filing		07/25/2019-14:32		
South Carolina Electric & Gas Company	Notice/Dismissal	Filing		07/25/2019-13:56		   
South Carolina Electric & Gas Company	Condemnation/ Return from Register of Deeds - Recorded	Filing		06/10/2019-16:53		
South Carolina Electric & Gas Company	NEF(05-29-2019 12:07:35 PM) Order/Consent Order	Filing		05/29/2019-12:07	05/29/2019-12:07	
South Carolina Electric & Gas Company	Order/Consent Order of Dismissal	Order		05/29/2019-12:07	05/29/2019-12:07	 

South Carolina Electric & Gas Company	NEF(05-28-2019 12:09:11 PM) ADR/Notice of ADR	Filing		05/28/2019-12:09	05/29/2019-12:09	
South Carolina Electric & Gas Company	ADR/Alternative Dispute Resolution (Workflow)	Action		05/27/2019-10:35	08/26/2019-10:35	
South Carolina Electric & Gas Company	NEF(05-16-2019 03:38:02 PM) Proposed Order/Consent Order	Filing		05/17/2019-09:26	05/29/2019-09:26	
South Carolina Electric & Gas Company	Order/Order Cover Sheet \$25.00	Filing		05/16/2019-15:38	05/29/2019-15:38	
Pitch Landing LLC	NEF(12-24-2018 10:38:23 AM) Notice/Notice of Appearance	Filing		12/27/2018-09:40	05/29/2019-09:40	
Pitch Landing LLC	Notice/Notice of Appearance	Filing		12/24/2018-10:38	05/29/2019-10:38	
Pitch Landing LLC	Answer/Answer and Jury Demand of Pitch Landing, LLC	Filing		12/24/2018-10:38	05/29/2019-10:38	
South Carolina Electric & Gas Company	NEF(10-30-2018 12:29:18 PM) Notice/Other	Filing		10/30/2018-12:39	05/29/2019-12:39	
South Carolina Electric & Gas Company	NOTICE PURSUANT TO S.C. ANN. § 28-2-90 (Supp. 2010)	Filing		10/30/2018-12:29	05/29/2019-12:29	
South Carolina Electric & Gas Company	Summons	Filing		10/29/2018-10:35	05/29/2019-10:35	
South Carolina Electric & Gas Company	Complaint	Filing		10/29/2018-10:35	05/29/2019-10:35	  
South Carolina Electric & Gas Company	Lis Pendens Filed	Filing		10/29/2018-10:35	05/29/2019-10:35	
South Carolina Electric & Gas Company	Notice/Of Filing	Filing		10/29/2018-10:35	05/29/2019-10:35	

Financials

Summary

Fine/Costs:	\$251.00	Total Paid for fine/costs:	\$251.00	Balance Due:	\$0.00
--------------------	-----------------	-----------------------------------	-----------------	---------------------	---------------

Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Cancellation of Lis Pendens	CANCLP	\$1.00		\$1.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
SCJD Filing Fee Proviso \$50 / \$25	SCJDPV	\$50.00		\$50.00
Civil Filing Fee State 56%	CVFFST	\$56.00		\$56.00
Civil Filing Fee County 44%/100%	CVFFCN	\$44.00		\$44.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
03/16/2021	1041515	C26BFLOYD	PY	\$25.00
09/03/2020	1033479	C26KROBERT	PY	\$25.00
03/04/2020	1026779	C26SHARREL	PY	\$25.00
07/26/2019	1014577	C26JHENDER	PY	\$1.00

05/17/2019	1010646	C26SHARREL	PY	\$25.00
10/29/2018	1000127	C26KROBERT	PY	\$150.00

CMSWeb 6.1 © 2019 South Carolina Judicial Branch • All rights reserved



Horry County Fifteenth Judicial Circuit Public Index



[Horry County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

South Carolina Electric & Gas Company VS Pitch Landing LLC , defendant, et al

Case Number:	2018CP2606424	Court Agency:	Common Pleas	Filed Date:	11/14/2018
Case Type:	Common Pleas	Case Sub Type:	Condemnation 410	File Type:	Jury
Status:	Pending	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
☒ Alford, Gregory Milam	Alford Law Firm, LLC PO Box 8008 Hilton Head Island SC 29938				Plaintiff Attorney		11/14/2018
☒ Breeden, John L. Jr. (Inactive)	905 2Nd Ave. North Myrtle Beach SC 29582				Mediator		03/24/2021
☒ Coastal Carolina National Bank					Defendant		11/14/2018
☒ Grand Strand Water And Sewer Authority					Defendant		11/14/2018
☒ Horry Telephone Cooperative					Defendant		11/14/2018
☒ Mcdowell, Bill J					Defendant		11/14/2018
☒ Mcdowell, Bobby D					Defendant		11/14/2018
☒ Mcdowell, Sally R					Defendant		11/14/2018
☒ Neill, Mark David	PO Box 2810 Murrells Inlet SC 29576				Defendant Attorney		12/27/2018
☒ Pitch Landing LLC	Po Box 16034 Surfside Beach SC 29587				Defendant		03/17/2021
☒ Public Service Authority South Carolina					Defendant		11/14/2018
☒ Shelton, Robert S.	PO Box 357 Myrtle Beach SC 295780357				Defendant Attorney		03/16/2021
☒ South Carolina Electric & Gas Company					Plaintiff		05/14/2021
☒ South Carolina Electric and Gass					Trust Account Payee		12/19/2018

Tax Map Information

Agency name	Tax Map Number	Tax Map Description
Common Pleas	150-00-01-009	Mainland/Island area/S Waccamaw River

Associated Cases

Agency	Case #	External	Relationship	Description	Case Filed Date	Disposition Date	Case Status	Disposition
Common	2018LP2601295	N	LP	Associated by LP	11/14/2018		Pending/ADR	

Pleas			to CP Transfer				
Actions							
Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents	
Alford, Gregory Milam	12/13/2021_JURY_Roster/Notice of Case Roster Publication Sen	Action		11/15/2021-10:04			
Neill, Mark David	12/13/2021_JURY_Roster/Notice of Case Roster Publication Sen	Action		11/15/2021-10:04			
Shelton, Robert S.	12/13/2021_JURY_Roster/Notice of Case Roster Publication Sen	Action		11/15/2021-10:04			
South Carolina Electric & Gas Company	ADR/Proof of ADR	Filing		10/21/2021-09:57	10/08/2021-09:57		
Alford, Gregory Milam	8/30/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/02/2021-13:04			
Neill, Mark David	8/30/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/02/2021-13:04			
Shelton, Robert S.	8/30/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/02/2021-13:04			
Pitch Landing LLC	Appeal/Notice of Appeal to Court of Appeals	Action		05/14/2021-21:38			
Pitch Landing LLC	NEF(05-13-2021 09:38:40 PM) Appeal/Notice of Appeal to C...	Filing		05/14/2021-08:10			
South Carolina Electric & Gas Company	NEF(05-06-2021 02:07:20 PM) Motion/Compel	Filing		05/06/2021-15:03			
South Carolina Electric & Gas Company	Motion/Compel	Motion		05/06/2021-14:07	08/02/2021-14:07		
South Carolina Electric & Gas Company	NEF(03-24-2021 02:33:23 PM) Order/Electronic Form 4	Filing		03/24/2021-14:33			
South Carolina Electric & Gas Company	Order/Electronic Form 4-ADR Sanction hearing continued	Order		03/24/2021-14:33			
South Carolina Electric & Gas Company	NEF(03-17-2021 03:10:14 PM) Order/Electronic Form 4	Filing		03/17/2021-15:14			
South Carolina Electric & Gas Company	Order/Electronic Form 4 - Motion/Reconsider is Denied	Order		03/17/2021-15:10			
Pitch Landing LLC	NEF(03-15-2021 04:36:17 PM) Notice/Notice of Appearance	Filing		03/16/2021-08:19			
Pitch Landing LLC	Notice/Notice of Appearance	Filing		03/15/2021-16:36			
Pitch Landing LLC	Motion/Reconsider	Motion		03/15/2021-16:36	03/17/2021-16:36		
South Carolina Electric & Gas Company	NEF(03-03-2021 08:39:53 AM) Order/Electronic Form 4	Filing		03/03/2021-08:40			
South Carolina Electric & Gas Company	Order/Electronic Form 4-Motion to Consolidate Denied	Order		03/03/2021-08:39			
Alford, Gregory Milam	3/23/2021_ADRSANC_NOTICE ADR SANCTION ROSTER PUBLICATION	Action		02/24/2021-08:08			
Neill, Mark David	3/23/2021_ADRSANC_NOTICE ADR SANCTION ROSTER PUBLICATION	Action		02/24/2021-08:08			
Alford, Gregory Milam	3/1/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		02/01/2021-11:50			
Neill, Mark David	3/1/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		02/01/2021-11:50			
Pitch Landing LLC	NEF(09-04-2020 02:36:29 PM) Motion/Consolidate	Filing		09/04/2020-15:51			
Pitch Landing LLC	Motion/Consolidate	Motion		09/04/2020-14:36	03/01/2021-14:36		
South Carolina	ADR/Notice of ADR (SO)	Action		08/15/2020-	10/21/2021-		

Electric & Gas Company				11:36	11:36	
South Carolina Electric & Gas Company	NEF(06-24-2020 12:42:06 PM) Order/Discovery and Disclosu...	Filing		06/24/2020-12:42		
South Carolina Electric & Gas Company	Order/Discovery and Disclosure of Evidence	Order		06/24/2020-12:42		
South Carolina Electric & Gas Company	NEF(06-24-2020 12:41:04 PM) Order/Electronic Form 4	Filing		06/24/2020-12:41		
South Carolina Electric & Gas Company	Order/Electronic Form 4-Motion/Compel Resolved	Order		06/24/2020-12:41		
South Carolina Electric & Gas Company	NEF(06-23-2020 11:15:14 AM) Proposed Order/Discovery and...	Filing		06/23/2020-15:23		
Pitch Landing LLC	Order/Order Cover Sheet \$25.00	Filing		06/23/2020-11:15		
Alford, Gregory Milam	4/14/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/18/2020-10:17		
Neill, Mark David	4/14/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/18/2020-10:17		
Alford, Gregory Milam	4/14/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/09/2020-15:34		
Neill, Mark David	4/14/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		03/09/2020-15:34		
Pitch Landing LLC	NEF(03-06-2020 03:17:16 PM) Order/Scheduling Order	Filing		03/06/2020-15:17		
Pitch Landing LLC	Order/Scheduling Order	Order		03/06/2020-15:17		
Pitch Landing LLC	NEF(03-03-2020 04:19:59 PM) Proposed Order/Scheduling Or...	Filing		03/04/2020-11:34		
Pitch Landing LLC	Order/Order Cover Sheet \$25.00	Filing		03/03/2020-16:19		
South Carolina Electric & Gas Company	NEF(02-27-2020 04:35:10 PM) Motion/Compel	Filing		02/27/2020-16:46		
South Carolina Electric & Gas Company	Motion/Compel	Motion		02/27/2020-16:35	06/23/2020-16:35	 
Pitch Landing LLC	NEF(02-05-2020 04:38:35 PM) Order/Consent Order	Filing		02/05/2020-16:38		
Pitch Landing LLC	CONSENT ORDER DISCOVERY RESPONSES OF SOUTH CAROLINA ELECTRIC	Order		02/05/2020-16:38		
Pitch Landing LLC	NEF(02-03-2020 04:00:22 PM) Proposed Order/Consent Order	Filing		02/04/2020-09:25		
Pitch Landing LLC	Order/Order Cover Sheet \$25.00	Filing		02/03/2020-16:00		
South Carolina Electric & Gas Company	NEF(01-31-2020 10:19:02 AM) Service/Certificate Of Servi...	Filing		01/31/2020-10:34		
South Carolina Electric & Gas Company	Service/Certificate Of Service	Filing		01/31/2020-10:19		
Alford, Gregory Milam	2/3/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		01/06/2020-13:34		
Neill, Mark David	2/3/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		01/06/2020-13:34		
Pitch Landing LLC	NEF(12-10-2019 12:05:44 PM) Motion/Compel	Filing		12/10/2019-13:07		
Pitch Landing LLC	Motion/Compel	Motion		12/10/2019-12:05	02/03/2020-12:05	  
Pitch Landing LLC	NEF(10-21-2019 09:51:06 AM) Notice/Notice of Appearance	Filing		10/21/2019-09:51		
Pitch Landing LLC	Notice/Notice of Appearance	Filing		10/21/2019-09:51		

South Carolina Electric & Gas Company	ADR/Alternative Dispute Resolution (Workflow)	Action		06/12/2019-10:27	09/09/2019-10:27	
South Carolina Electric & Gas Company	NEF(06-11-2019 11:36:27 AM) ADR/Notice of ADR	Filing		06/11/2019-11:36		
Pitch Landing LLC	NEF(12-24-2018 10:43:01 AM) Notice/Notice of Appearance	Filing		12/27/2018-09:42		
Pitch Landing LLC	Notice/Notice of Appearance	Filing		12/24/2018-10:43		
Pitch Landing LLC	Answer/Answer and Jury Demand of Pitch Landing, LLC	Filing		12/24/2018-10:43		
South Carolina Electric & Gas Company	NEF(12-06-2018 04:50:42 PM) Service/Affidavit Of Service	Filing		12/07/2018-08:43		
South Carolina Electric & Gas Company	Service/Affidavit Of Service on Pitch Landing Llc	Filing		12/06/2018-16:50		 
South Carolina Electric & Gas Company	NEF(11-16-2018 02:58:37 PM) Notice/Other	Filing		11/16/2018-16:30		
South Carolina Electric & Gas Company	Notice/Other	Filing		11/16/2018-14:58		
South Carolina Electric & Gas Company	Summons	Filing		11/14/2018-10:27		
South Carolina Electric & Gas Company	Complaint	Filing		11/14/2018-10:27		  
South Carolina Electric & Gas Company	Lis Pendens Filed	Filing		11/14/2018-10:27		
South Carolina Electric & Gas Company	Notice/Of Filing	Filing		11/14/2018-10:27		

Financials

Summary

Fine/Costs:	\$350.00	Total Paid for fine/costs:	\$350.00	Balance Due:	\$0.00
--------------------	-----------------	-----------------------------------	-----------------	---------------------	---------------

Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
SCJD Filing Fee Proviso \$50 / \$25	SCJDPV	\$50.00		\$50.00
Civil Filing Fee State 56%	CVFFST	\$56.00		\$56.00
Civil Filing Fee County 44%/100%	CVFFCN	\$44.00		\$44.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
05/06/2021	1044362	C26BFLOYD	PY	\$25.00
03/16/2021	1041514	C26BFLOYD	PY	\$25.00
09/04/2020	1033536	C26BFLOYD	PY	\$25.00
06/23/2020	1030784	C26SHARREL	WV	\$25.00
03/04/2020	1026780	C26SHARREL	PY	\$25.00
02/27/2020	1026472	C26BFLOYD	PY	\$25.00
02/04/2020	1024961	C26SHARREL	PY	\$25.00
12/10/2019	1022039	C26LHARDWI	PY	\$25.00
11/14/2018	1000897	C26KROBERT	PY	\$150.00

CMSWeb 6.1 © 2019 South Carolina Judicial Branch • All rights reserved

CERTIFICATE OF COUNSEL

I certify that this Record on Appeal complies with Rule 210(g) SCACR and contains all material proposed to be included by any of the parties and not any other material.

December 22, 2021

RECEIVED

Dec 22 2021

SC Court of Appeals

**BELLAMY, RUTENBERG, COPELAND,
EPPS, GRAVELY & BOWERS, P.A.**

s/Robert S. Shelton
Robert S. Shelton, SCB# 68543
Post Office Box 357
Myrtle Beach, SC 29578-0357
(843) 448-2400
rshelton@bellamylaw.com
Attorney for Appellant Pitch Landing, LLC

NEILL LAW FIRM, PA

s/Mark D. Neill
Mark D. Neill, Esq., SCB# 14273
P.O. Box 2810
Murrells Inlet, SC 29576
(843) 651-8580
mneill@neilllawfirm.com
Attorney for Appellant Pitch Landing, LLC