

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON/RICHLAND

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

RECEIVED
Jul 16 2025
SC Court of Appeals

South Carolina Department of Transportation

Condemnor,

VS.


McGee Still and Sara Still,

Landowner(s).

PROOF OF SERVICE

I, the undersigned of the Law firm Kinard & Jones, LLC hereby certify that I have served a copy of the South Carolina Department of Transportation's Summons, Condemnation Notice and Tender of Payment, Lis Pendens, Notice of Filing, Affidavit of William C. Johnston and Agreement and Request for Payment, in the above referenced action by delivering a copy of the same to Sara Still shown by the attached receipt.

Energy Awareness Month

<p>SENDER: COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p style="text-align: center;">SARA STILL 1832 LUSTER DRIVE COLUMBIA, SOUTH CAROLINA 29210</p>  <p style="text-align: center;">9590 9402 5405 9189 9904 58</p> <p style="text-align: center;">7017 3040 0001 1281 1981</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input checked="" type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input checked="" type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input checked="" type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input checked="" type="checkbox"/> Certified Mail®	<input checked="" type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	

PS Form 3811, July 2015 PSN 7530-02-000-9053

ELECTRONICALLY FILED - 2020 Nov 10 4:11 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 1

KINARD & JONES, LLC

s/Murry Kinard
MURRY KINARD
303 South Lake Drive
Lexington, SC 29072
(803)359-1003
Attorneys for Condemnor

Lexington, South Carolina
November 10, 2020.

ELECTRONICALLY FILED - 2020 Nov 10 4:11 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
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STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON/RICHLAND

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Condemnor,


VS.

McGee Still and Sara Still,

Landowner(s).

PROOF OF SERVICE

I, the undersigned of the Law firm Kinard & Jones, LLC hereby certify that I have served a copy of the South Carolina Department of Transportation's Summons, Condemnation Notice and Tender of Payment, Lis Pendens, Notice of Filing, Affidavit of William C. Johnston and Agreement and Request for Payment, in the above referenced action by delivering a copy of the same to McGee Still shown by the attached receipt.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>	
<p>1. Article Addressed to:</p> <p style="text-align: center;">MCGEE STILL 1832 LUSTER DRIVE COLUMBIA, SOUTH CAROLINA 29210</p>  <p>9590 9402 5405 9189 9904 65</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7017 3040 0001 1281 1547</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery 	

ENDNOTE 2

KINARD & JONES, LLC

s/Murry Kinard
MURRY KINARD
303 South Lake Drive
Lexington, SC 29072
(803)359-1003
Attorneys for Condemnor

Lexington, South Carolina
November 10, 2020.

ENDNOTE 3

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Condemnor,

VS.

PROOF OF SERVICE

McGee Still and Sara Still,

Landowner(s).

I, the undersigned of the Law firm Kinard & Jones, LLC hereby certify that I have served a copy of the South Carolina Department of Transportation's Summons, Condemnation Notice and Tender of Payment, Lis Pendens, Notice of Filing, Affidavit of William C. Johnston and Agreement and Request for Payment, in the above referenced action by delivering a copy of the same to Richland County Tax Assessor shown by the attached receipt.

ELECTRONICALLY FILED - 2023 May 24 5:01 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
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<p>1. Article Addressed to:</p> <p>RICHLAND COUNTY TAX ASSESSOR 2020 HAMPTON STREET, 2ND FLOOR PO BOX 192 COLUMBIA, SOUTH CAROLINA 29201</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>2. Article Number (Transfer from service label)</p> <p>7017 3040 0001 1281 1998</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input checked="" type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input checked="" type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input checked="" type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
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<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>																

20182

ENDNOTE 3

KINARD & JONES, LLC

s/Murry Kinard
MURRY KINARD
303 South Lake Drive
Lexington, SC 29072
(803)359-1003
Attorneys for Condemnor

Lexington, South Carolina
November 10, 2020.

ELECTRONICALLY FILED - 2023 May 24 5:01 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
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ENDNOTE 4

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND

Case No: 2020-CP-40-004683

Road/Route I-20/I-26/I-126
(Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of
Transportation

ORDER TO TRANSFER CASE
TO MASTER IN EQUITY

Condemnor,

VS.

McGee Still and Sara Still,

Landowner.

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure and the common law of this state, no responsive pleadings have been filed except by Richland County Treasurers Office, who does not object to this transfer.

IT IS SO ORDERED that this action is referred to the Honorable Joseph M. Strickland, Master in Equity, to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCPP, and all matters arising from or reasonably related to such action. The Master in Equity shall retain jurisdiction to perform all necessary acts incident to this action, including issuance of a writ of assistance or issuance of any rule to show cause why a party should not be bound by any judgment that may be entered of record. Further, the Master in Equity shall retain jurisdiction to hear any action contesting the validity of the action or any motions pursuant to the South Carolina Rules of Civil Procedure, including but not limited to, Rule 60(b).

Pursuant to Rule 53(e), SCRCPP, any appeal from the final judgment entered by the Master in Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

[SIGNATURE PAGE TO FOLLOW]

ENDNOTE 4

Presiding Judge
Fifth Judicial Circuit

October ____, 2024
Columbia, SC

ENDNOTE 4



Richland Common Pleas

Case Caption: South Carolina Department Of Transportation vs Mcgee Still ,
defendant, et al
Case Number: 2020CP4004683
Type: Order/Referred to Master or Special Referee

So Ordered

s/ Daniel Coble, 2774

Electronically signed on 2024-10-11 14:27:41 page 3 of 3

ELECTRONICALLY FILED - 2024 Oct 11 2:27 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Condemnor,

Certificate of Mailing

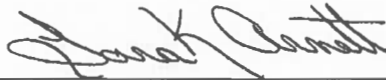
VS.

McGee Still and Sara Still,

Landowner(s).

I, Tara K. Arnett, paralegal to Kinard Law Group hereby certify that I have served a filed copy of the Order to Transfer Case to Master In Equity by personally depositing a copy of the same in the above referenced case into the U.S. Postal Service First- Class mail as addressed below:

Richland County Tax Assessor
2020 Hampton Street, 2nd Floor
PO Box 192
Columbia, SC 29201



Tara K. Arnett
November 15, 2024

ENDNOTE 5

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Condemnor,

VS.


Certificate of Mailing

McGee Still and Sara Still,

Landowner(s).

I, Tara K. Arnett, paralegal to Kinard Law Group hereby certify that I have served a filed copy of the Order to Transfer Case to Master In Equity by personally depositing a copy of the same in the above referenced case into the U.S. Postal Service First- Class mail as addressed below:

McGee Still
1832 Luster Drive
Columbia, SC 29210



Tara K. Arnett
November 15, 2024

ENDNOTE 5

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Condemnor,

Certificate of Mailing

VS.

McGee Still and Sara Still,

Landowner(s).

I, Tara K. Arnett, paralegal to Kinard Law Group hereby certify that I have served a filed copy of the Order to Transfer Case to Master In Equity by personally depositing a copy of the same in the above referenced case into the U.S. Postal Service First- Class mail as addressed below:

Sara Still
1832 Luster Drive
Columbia, SC 29210



Tara K. Arnett
November 15, 2024

ELECTRONICALLY FILED 2024 Nov 02 5:04:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 6

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Certificate of Mailing

Condemnor,

VS.

McGee Still and Sara Still,

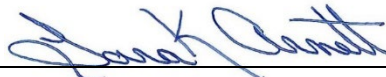
Landowner(s).

I, Tara K. Arnett, Paralegal to Kinard Law Group, hereby certify that I have served a filed copy of the Notice of Hearing for **January 21, 2025 at 10:00 am** at Richland County Master-in-Equity located at 2500 Decker Blvd, Columbia, SC by personally depositing a copy of the same in the above referenced case into the U.S. Postal Service by Certified Registered mail as addressed below:

9589 0710 5270 1618 6015 70
McGee Still
1832 Luster Drive
Columbia, SC 29210

9589 0710 5270 1618 6015 87
Sara Still
1832 Luster Drive
Columbia, SC 29210

9589 0710 5270 1618 6015 94
Richland County Tax Assessor
2020 Hampton Street, 2nd Floor
PO Box 192
Columbia, SC 29201



Tara K. Arnett
November 18, 2024

ELECTRONICALLY FILED - 2024 Nov 20 4:25 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 7

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Condemnor,

PROOF OF SERVICE

VS.

McGee Still and Sara Still,

Landowner(s).

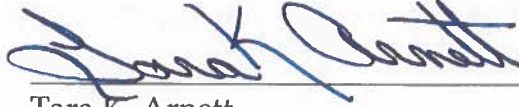
I, Tara K. Arnett, Paralegal to Kinard Law Group, hereby certify that I have served a filed copy of the Notice of Hearing for **January 21, 2025 at 10:00 am** in the above referenced action by delivering a copy of the same through the United States Postal Service certified return receipt registered mail as shown by the attached receipt:

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Jesse Johnson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>
1. Article Addressed to:	<p>B. Received by (Printed Name) <i>Jesse Johnson</i> C. Date of Delivery <i>12-4-24</i></p>
<p>Richland County Tax Assessor 2030 Hampton Street, 2nd Floor Columbia, SC 29201</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>9590 9402 8534 3186 2530 82</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
2. Article Number (Transfer from service label)	<p>9590 0710 5270 1618 6015 94</p>
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

ELECTRONICALLY FILED - 2024 Dec 05 2:11 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 7

KINARD LAW GROUP



Tara K. Arnett
Paralegal for Murry Kinard
808 South Lake Drive
Lexington, SC 29072
(803) 359-1003
Attorney for Condemnor

Lexington, South Carolina
December 5, 2024

ELECTRONICALLY FILED - 2024 Dec 05 2:11 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 8

ELECTRONICALLY FILED - 2025 Jan 16 2:17 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Affidavit of Non-Service

Condemnor,

VS.

McGee Still and Sara Still,

Landowner(s).

Personally appeared before me, Tara K. Arnett, who being duly sworn, states that she mailed the Notice of Hearing for January 21, 2025 at 10:00 AM at Richland County Master-in-Equity located at 2500 Decker Blvd, Columbia, SC by personally depositing a copy of the same in the above referenced case into the U.S. Postal Service by Certified Return Receipt Registered Mail on November 18, 2024 (*Exhibit A*). The U.S. Postal Service returned the said envelope to Kinard Law Group on January 15, 2025 marked unclaimed (*Exhibit B*). Sara Still was not served with the notice of hearing.


Tara K. Arnett
Paralegal for Murry Kinard

Sworn to before me this

16 day of January, 2025

Hau Spu

Notary Public of South Carolina

My Commission expires: 08-02-2033

ENDNOTE 8

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Certificate of Mailing

Condemnor,

VS.

McGee Still and Sara Still,

Landowner(s).

I, Tara K. Arnett, Paralegal to Kinard Law Group, hereby certify that I have served a filed copy of the Notice of Hearing for **January 21, 2025 at 10:00 am** at Richland County Master-in-Equity located at 2500 Decker Blvd, Columbia, SC by personally depositing a copy of the same in the above referenced case into the U.S. Postal Service by Certified Registered mail as addressed below:

9589 0710 5270 1618 6015 70
McGee Still
1832 Luster Drive
Columbia, SC 29210

9589 0710 5270 1618 6015 87
Sara Still
1832 Luster Drive
Columbia, SC 29210

9589 0710 5270 1618 6015 94
Richland County Tax Assessor
2020 Hampton Street, 2nd Floor
PO Box 192
Columbia, SC 29201



Tara K. Arnett
November 18, 2024

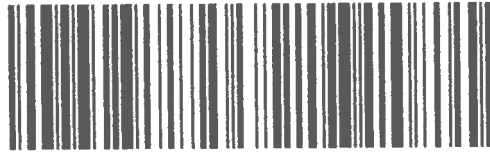
ELECTRONICALLY FILED - 2024 Nov 20 4:25 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jan 06 02:13:03 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 8



808 S. LAKE DRIVE
LEXINGTON, SC 29072

CERTIFIED MAIL



9589 0710 5270 1618 6015 87

Signature Required

Sara Still
1832 Luster Drive
Columbia, SC 29210

RETURN RECEIPT
REQUESTED



RDC 99



29210

U.S. POSTAGE
FCM LETTER
LEXINGTON, SC 29210
NOV 18, 2024

\$9.68

S2324P500896-07

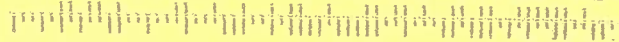
NIXIE 296 DE 1 5581/52/25

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC

29072>3716

BC: 29072371608 *2080-03307-02-21




ELECTRONICALLY FILED - 2025 Jan 16 2:17 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 8

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

Return

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (<i>Printed Name</i>) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 5px auto; width: 80%;"> <p>Sara Still 1832 Luster Drive Columbia, SC 29210</p> </div>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>
<div style="text-align: center;">  <p>9590 9402 8534 3186 2530 99</p> </div>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature <input checked="" type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail® <input checked="" type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p>
<p>2. Article Number (<i>Transfer from service label</i>)</p> <p>9589 0710 5270 1618 6015 87</p>	<p><input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><small>over \$500</small></p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

PAID 9073

20-182

ELECTRONICALLY FILED - 2025 Jan 16 2:17 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 9

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Affidavit of Non-Service

Condemnor,

VS.

McGee Still and Sara Still,

Landowner(s).

Personally appeared before me, Tara K. Arnett, who being duly sworn, states that she mailed the Notice of Hearing for January 21, 2025 at 10:00 AM at Richland County Master-in-Equity located at 2500 Decker Blvd, Columbia, SC by personally depositing a copy of the same in the above referenced case into the U.S. Postal Service by Certified Return Receipt Registered Mail on November 18, 2024 (*Exhibit A*). The U.S. Postal Service returned the said envelope to Kinard Law Group on January 15, 2025 marked unclaimed (*Exhibit B*). McGee Still was not served with the notice of hearing.

Tara K. Arnett
Paralegal for Murry Kinard

Sworn to before me this
16 day of January, 2025
Hawspur

Notary Public of South Carolina

My Commission expires: 08-02-2033

ELECTRONICALLY FILED - 2025 Jan 16 2:17 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 9

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Certificate of Mailing

Condemnor,

VS.

McGee Still and Sara Still,

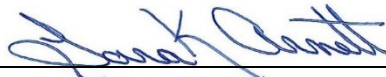
Landowner(s).

I, Tara K. Arnett, Paralegal to Kinard Law Group, hereby certify that I have served a filed copy of the Notice of Hearing for **January 21, 2025 at 10:00 am** at Richland County Master-in-Equity located at 2500 Decker Blvd, Columbia, SC by personally depositing a copy of the same in the above referenced case into the U.S. Postal Service by Certified Registered mail as addressed below:

9589 0710 5270 1618 6015 70
McGee Still
1832 Luster Drive
Columbia, SC 29210

9589 0710 5270 1618 6015 87
Sara Still
1832 Luster Drive
Columbia, SC 29210

9589 0710 5270 1618 6015 94
Richland County Tax Assessor
2020 Hampton Street, 2nd Floor
PO Box 192
Columbia, SC 29201



Tara K. Arnett
November 18, 2024

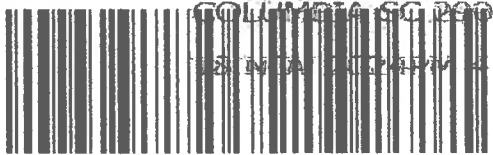
ELECTRONICALLY FILED - 2024 Nov 20 4:25 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jan 06 10:13:03 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 9



808 S. LAKE DRIVE
LEXINGTON, SC 29072

CERTIFIED MAIL



9589 0710 5270 1618 6015 70

Signature Required

McGee Still
1832 Luster Drive
Columbi SC 29010

RETURN RECEIPT
REQUESTED



RDC 99




29210

U.S. POST
FCM LETTER
LEXINGTON, SC
NOV 18, 2024
\$9.68
S2924P500896-

NIXIE 295 DE 1 0001/02/23
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
UNC BC: 29072371608 *2017-02089-18-45
290723716

ELECTRONICALLY FILED - 2025 Jan 16 2:17 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>McGee Still 1832 Luster Drive Columbia, SC 29210</p> </div> <p style="text-align: center;">  9590 9402 8534 3186 2531 05 </p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature <input checked="" type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail® <input checked="" type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em; font-weight: bold;">9589 0710 5270 1618 6015 70</p>	<p><input type="checkbox"/> Registered Mail (Additional fee \$500)</p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

STAGE PAID
29073

THE COLUMBIA STAR COLUMBIA, SOUTH CAROLINA

State of South Carolina
County of Richland

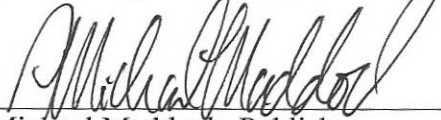
Personally appeared before me,
J. MICHAEL MADDOCK,
PUBLISHER OF THE COLUMBIA STAR,
who makes oath that the advertisement

NOTICE OF HEARING PROJECT ID No.: P07662/ TRACT: 300

South Carolina Department of Transportation, Condemnor
vs.
McGee Still and Sara Still, Landowner(s)

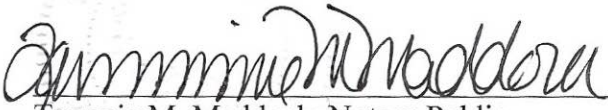
a clipping of which is attached hereto, was printed in
THE COLUMBIA STAR, a weekly newspaper of
general circulation published in the City of Columbia,
State and County aforesaid, in the issues of

November 22, and 29, and December 6, 13, and 20, 2024



J. Michael Maddock, Publisher

Sworn to before me on this,
20th day of December, 2024.



Tammie M. Maddock, Notary Public
My commission expires June 27, 2026

NOTICE OF HEARING
STATE OF
SOUTH CAROLINA
COUNTY OF
RICHLAND
IN THE COURT OF
COMMON PLEAS
C/A No.:
2020-CP-40-004683
Road/Route: I-20/I-26/I-
126 (Carolina Crossroads)
Project ID No.: P07662 /
Tract: 300
South Carolina
Department of
Transportation,
Condemnor
vs. McGee Still and Sara
Still, Landowner(s)
NOTICE OF HEARING
- filed November 15, 2024
TO: THE
LANDOWNER(S):
A hearing has been sched-
uled for the above-entitled
action on the 21ST day of
January 2025 at 10:00
AM. You are hereby noti-
fied to be present at the
Richland County
Master-in-Equity locat-
ed at 2500 Decker Blvd.,
Columbia, SC at the
aforesaid date and time for
such a hearing.
KINARD LAW GROUP
Murry Kinard, Esquire
808 South Lake Drive,
Lexington, SC 29072
(803) 359-1003
/murry@kinardlawgroup.c
om
Attorney for the
Condemnor
Lexington, South Carolina
November 15, 2024

ELECTRONICALLY FILED - 2024 Dec 23 1:26 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 11

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON/RICHLAND)	
	)	Docket No. 2020-CP-40-04683
Road/Route I-20/I-26/I-126)	
(Carolina Crossroads))	
Project ID No. P07662)	
Tract 300)	
)	
South Carolina Department of Transportation,	)	AFFIDAVIT OF PROCESS
	)	SERVER
)	
vs.)	
)	
McGee Still and Sara Still,)	
Landowner(s),)	

I, **Jake, Knotts**, being first duly sworn, depose and say: that 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 perform said service.

SERVICE: I served McGee Still, Landowner with the following list of documents / pleadings: filed copy of the Notice of Hearing, Notice of Publication, Order to Transfer Case to Master-In-Equity, Summons, Condemnation Notice and Tender of Payment (Jury Trial Demanded) with Exhibit A, Notice of Filing, Lis Pendens with Exhibit A, Affidavit, and Agreement and Request for Payment by leaving the said documents at: 1832 Luster Lane, Columbia, SC 29210 on January 16, 2025 at 3:20 PM.

MANNER OF SERVICE:

- PERSONAL:** By personally delivering copies to the person being served.
- SUBSTITUED at Residence:** By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household over the age of 18 and explaining the general nature of the papers.
- SUBSTITUED at Business:** By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof.
- POSTING:** By posting copies in a conspicuous manner to the front door of the person/entity being served.

The following service attempts were made: One Attempt.

Sworn to before me this 16 day

of January, 2025

[Signature]
Notary Public of South Carolina
My Commission expires: 08-02-2033

[Signature]
Jake Knotts

ENDNOTE 11

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON/RICHLAND)	
	)	Docket No. 2020-CP-40-04683
Road/Route I-20/I-26/I-126)	
(Carolina Crossroads))	
Project ID No. P07662)	
Tract 300)	
)	
South Carolina Department of Transportation,	)	AFFIDAVIT OF PROCESS
	)	SERVER
)	
vs. Condemnor,)	
)	
McGee Still and Sara Still,)	
Landowner(s),)	

I, **Jake Knotts**, being first duly sworn, depose and say: that 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 perform said service.

SERVICE: I served Sara McGee, Landowner with the following list of documents / pleadings: filed copy of the Notice of Hearing, Notice of Publication, Order to Transfer Case to Master-In-Equity, Summons, Condemnation Notice and Tender of Payment (Jury Trial Demanded) with Exhibit A, Notice of Filing, Lis Pendens with Exhibit A, Affidavit, and Agreement and Request for Payment by leaving the said documents with McGee Still, husband and landowner to Sara McGee at: 1832 Luster Lane, Columbia, SC 29210 on January 16, 2025 at 3:20 PM.

MANNER OF SERVICE:

- PERSONAL:** By personally delivering copies to the person being served.
- SUBSTITUED at Residence:** By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household over the age of 18 and explaining the general nature of the papers.
- SUBSTITUED at Business:** By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof.
- POSTING:** By posting copies in a conspicuous manner to the front door of the person/entity being served.

The following service attempts were made: One Attempt.

Sworn to before me this 16 day

of January, 2025

Hauspner
Notary Public of South Carolina
My Commission expires: 08-02-2033

Jake Knotts
Jake Knotts

KINARD & JONES LLC

Attorneys at Law

808 S. Lake Drive • Lexington, SC 29072 • 803.359.1003
www.kinardandjones.com

May 12, 2023

McGee Still
1832 Luster Drive
Columbia, SC 29210

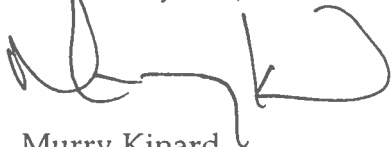
RE: SCDOT vs. McGee Still and Sara Still
Case No.: 2020-CP-40-004683
Road/Route: I-20/I-26
Project ID: P027662
Tract: 300

Dear Mr. Still:

Enclosed please find Request to Admit on Behalf of Condemnor, Request for Production of Documents on Behalf of Condemnor, and Interrogatories to Landowner on Behalf of Condemnor, which I hereby serve upon you, in regard to the above referenced case. If you have any questions, please do not hesitate to contact me.

With kind, personal regards, I am

Kinard & Jones, LLC



Murry Kinard

/j

Enclosure

MURRY KINARD
†ASHBY LAWTON JONES
KATHARINE S. FISHER
REBEKAH L. MANDEVILLE
ALYSSA R. IGLESIAS
EMILY T. LOONEY

ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

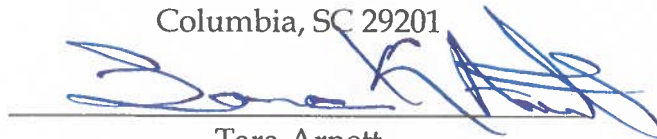
ENDNOTE 12

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON
) PLEAS
COUNTY OF RICHLAND) C/ A NO.: 2022-CP-40-06005
)
Road/Route I-20/I-26/I-126 (Carolina Crossroads))
Project ID No. P027662)
Tract 337)
)
South Carolina Department of Transportation,)
)
)
Condemnor,)
)
)
VS.)
)
McGee Still, and Sara Still)
)
)
Landowner(s),)
)

CERTIFICATE OF SERVICE

I, Tara Arnett, of Kinard & Jones, LLC, do hereby certify that I have served the foregoing Request to Admit on Behalf of Condemnor, Request for Production of Documents on Behalf of Condemnor, and Interrogatories to Landowner on Behalf of Condemnor in the above-captioned case, by causing a copy of the same to be personally deposited in a United States Postal Service mail box, postage prepaid, with the return address clearly visible, addressed to the landowner of record as indicated below:

McGee Still
1832 Luster Drive
Columbia, SC 29201



Tara Arnett
May 12, 2023

KINARD & JONES LLC

Attorneys at Law

808 S. Lake Drive • Lexington, SC 29072 • 803.359.1003
www.kinardandjones.com

May 12, 2023

MURRY KINARD
†*ASHBY LAWTON JONES
KATHARINE S. FISHER
REBEKAH L. MANDEVILLE
ALYSSA R. IGLESIAS
EMILY T. LOONEY

Sara Still
1832 Luster Drive
Columbia, SC 29210

RE: SCDOT vs. McGee Still and Sara Still
Case No.: 2020-CP-40-004683
Road/Route: I-20/I-26
Project ID: P027662
Tract: 300

Dear Ms. Still:

Enclosed please find Request to Admit on Behalf of Condemnor, Request for Production of Documents on Behalf of Condemnor, and Interrogatories to Landowner on Behalf of Condemnor, which I hereby serve upon you, in regard to the above referenced case. If you have any questions, please do not hesitate to contact me.

With kind, personal regards, I am

Kinard & Jones, LLC



Murry Kinard
/jl
Enclosure

ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 13

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) C/A NO.: 2020-CP-40-04683
COUNTY OF RICHLAND)
)

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Tract 300
Project ID No. P027662

**REQUEST TO ADMIT ON
BEHALF OF CONDEMNOR**

South Carolina Department of Transportation,)
)
Condemnor,)
VS.)
)
McGee Still, and Sara Still,)
)
Landowner(s),)
)
_____)

TO: Above Named Landowner(s): McGee Still, and Sara Still,

The Condemnor, South Carolina Department of Highways and Public Transportation, hereby requests, pursuant to Circuit Court Rule No. 36, that the Condemnee admit the truth of the following matters of fact:

1. That the total acreage before the acquisition is 0.3263 acres or 14,214 square feet.
2. That the amount of the acquisition is approximately 0.3263 acres or 14,214 square feet.
3. That the remainder after the acquisition is 0.00 acres or 0.00 square feet.
4. That the date of the acquisition is October 2, 2020.

ENDNOTE 13

KINARD & JONES, LLC



MURRY KINARD
ASHBY LAWTON JONES
808 South Lake Drive
Lexington, SC 29072
(803) 359-1003
ATTORNEYS FOR CONDEMNOR

Lexington, South Carolina

5-16-, 2023

ELECTRONICALLY FILED - 2023 May 24 5:08 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 02 10:30 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 13

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

) C/A NO.: 2020-CP-40-04683

COUNTY OF RICHLAND

)

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Tract 300
Project ID No. P027662

South Carolina Department of Transportation,

)

)

Condemnor,

)

VS.

)

)

McGee Still, and Sara Still,

)

)

Landowner(s),

)

)

**INTERROGATORIES TO
LANDOWNER ON BEHALF
OF CONDEMNOR**

TO: Above Named Landowner(s): McGee Still, and Sara Still,

YOU WILL PLEASE TAKEN NOTICE that you are hereby required to answer in writing the following interrogatories, pursuant to Rule 33(b), Rules of Circuit Courts of South Carolina:

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

3. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

4. List the name and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of this case.

ENDNOTE 13

5. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

6. With regard to any condemnation action which the Landowner has been involved state:
 - a. Date and property out of which the claim arose;
 - b. The name and address of any entity against whom the claim was made;
 - c. If suit was filed, the caption of the suit, the court, and the date filed;
 - d. A summary of the facts surrounding the condemnation;
 - e. The extent and nature of the damages which the Landowner claimed, and the names and addresses of all persons who estimated or appraised the property in question;
 - f. The disposition of the case, i.e., if the claim was settled or an award was made, and, if so, the amount.

7. List every communication which Landowner has had at any time with employees or agents of the South Carolina Department of Transportation concerning any allegations relating to this case, including:

- a. The name and address of each person with whom Landowner has spoken or communicated regarding such subjects;
- b. The date of each discussion or communication;
- c. The names of all persons present during each such communication and what each person said;
- d. The substance of each said communication; and
- e. A statement of whether or not any documents exist which describe or refer to such communications and, if so, please describe each document.

8. Outline any sales or purchase offers received or made concerning the property. State the name and address of any realtor or realty company involved with the sale of the property and the names and addresses of any prospective sellers or buyers.

ENDNOTE 13

9. Please give an itemized statement of when Landowner purchased the property that is the subject of this case and the consideration.
10. Has Landowner received any compensation or payment from any party as the result of the ownership of the property which is the subject of this case? If so, please state the name and address of the payer, the reason for the compensation or payment, the dated made, and the amount.
11. Has the Landowner ever been involved in any other litigation or legal proceedings, either as plaintiff, defendant, or criminal defendant? If so, please state the caption of the case, the court in which brought, the names and addresses of the attorneys of record, a brief summary of the facts of the case including pertinent dates, and the outcome of the case.
12. Please list all appraisals of the property and the person or agency that performed the appraisal, whether done for the Landowner or which the Landowner has knowledge.
13. Please identify any financial institutions that have been involved with any loans or mortgages in connection with the subject property.
14. Please identify any financial institutions, businesses or other entities where Landowner has completed a financial declaration listing the subject property.
15. State the landowner(s) full legal name(s), and if landowner is a corporation, business, etc. please state the owner(s) or registered agent's full name and address.
16. Give the names, addresses, and telephone numbers of any accountant, lawyer, or any other individual who prepared the Landowner's tax returns in the last ten (10) years.

ENDNOTE 13

17. If a claim of privilege is made concerning any of the above requests please identify the statement, document, or item as to the subject date, to whom from or by whom, and why the privilege is claimed.

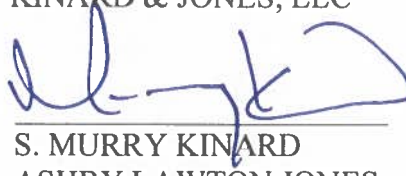
Condemnor requests that all interrogatories and requests to produce be updated in a timely fashion prior to the trial of this case or the additional discovery material will be objected to its use in trial.

These interrogatories shall be deemed to continue until the time of trial pursuant to Rule 33(b) of the South Carolina Rules of Civil Procedure, and are to be answered separately and fully in writing under oath by the Landowner.

(Signature page to follow)

ENDNOTE 13

KINARD & JONES, LLC



S. MURRY KINARD
ASHBY LAWTON JONES
808 South Lake Drive
Lexington, SC 29072
(803) 359-1003
ATTORNEYS FOR PLAINTIFF

Lexington, South Carolina

5-18, 2023

ELECTRONICALLY FILED - 2023 May 24 5:08 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683
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ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 13

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

) C/A NO.: 2020-CP-40-04683

COUNTY OF RICHLAND

)

Road/Route I-20/I-26/I-126 (Carolina Crossroads)

Tract 300

Project ID No. P027662

South Carolina Department of Transportation,

)

Condemnor,

)

VS.

)

McGee Still, and Sara Still,

)

Landowner(s),

)

)

)

**REQUEST FOR
PRODUCTION OF
DOCUMENTS TO
LANDOWNER ON BEHALF
OF CONDEMNOR**

TO: Above Named Landowner(s): McGee Still, and Sara Still,

Pursuant to Rule 34 of the Circuit Court Rules, the above named is hereby requested to produce the documents listed below for inspection and copying at the offices of Kinard and Jones, LLC, 808 South Lake Drive, Lexington, SC 29072 within thirty (30) days after service or at such reasonable time and place as the requested party shall specify.

1. All plats, surveys, sketches or scaled drawings which depict the real property of the Landowner.
2. Any appraisals and/or reports concerning the subject property prepared by any individual or agency including but not limited to the State of South Carolina, the Probate Court, the IRS or any financial institution in conjunction with any loans or mortgages.
3. Any and all appraisals and/or reports concerning the subject property prepared by any witnesses who will testify in the case or who are listed as witnesses by the parties.

ENDNOTE 13

4. Any and all leases and subleases pertaining to the real property of the Landowner.
5. Any document or exhibit which the Landowner may introduce at trial or use for demonstrative purposes at trial.
6. Any agreements between the Landowner and any developer or partners.
7. Any agreements between the Landowner and any other entity concerning land use restrictions concerning the said property.
8. Any and all financial statements listing this property thereon filed with any financial institution, bank or anyone whatsoever or prepared by the Landowner.
9. Any and all documents whatsoever in possession of the Landowner with respect to the subject property.
10. A copy of the Contract of Sale when the property was purchased.
11. Copies of any and all listings if the property was listed for sale since its purchase.
12. Any and all records in your possession that pertain to this property.
13. A copy of the HUD statement, and/or settlement statement when the property was purchased.
14. The name, address, and phone numbers of any real estate agent communicated with by Landowner with respect to the subject property, including any listing agreements or contracts of sale.
15. Copies of any income tax returns of Landowner, including but not limited to, Tax Form 4562 concerning the subject property showing any sums deducted because of the obsolescence of depreciation of the property.

ENDNOTE 13

16. If you have a report from an expert witness, produce a copy of the same. Produce a complete copy of said expert witness' file; of all memoranda, reports, correspondence, records and other documents said expert has considered with respect to this claim; and an up to date *curriculum vitae* for each witness.

17. Any and all documents, records, reports or other papers you receive by subpoena.

18. If a claim of privilege is made concerning any of the above requests please identify the statement, document or item as to subject, date, to whom from or by whom, and why privilege is claimed.

Please respond within thirty (30) days after the service of this Request as mandated by Rule 34(b) of the South Carolina Rules of Civil Procedure. These Requests to Produce shall be deemed to continue until the time of trial.

(Signature page to follow)

ENDNOTE 13

KINARD & JONES, LLC



MURRY KINARD
ASHBY LAWTON JONES
808 South Lake Drive
Lexington, SC 29072
(803) 359-1003
ATTORNEYS FOR CONDEMNOR

Lexington, South Carolina

5-78-, 2023

Attorneys at Law

808 S. Lake Drive • Lexington, SC 29072 • 803.359.1003
www.kinardandjones.comMURRY KINARD
†*ASHBY LAWTON JONES
KATHARINE S. FISHER
REBEKAH L. MANDEVILLE
ALYSSA R. IGLESIA
EMILY T. LOONEY

June 5, 2023

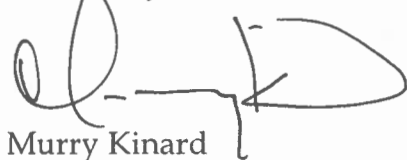
Summer Still c/o McGee and Sara Still
1827 Morninghill Drive
Columbia, SC 29210RE: SCDOT vs. McGee Still and Sara Still
Case No.: 2020-CP-40-04683
Road/Route: I-20/I-26
Project ID: P027662
Tract: 300

Dear McGee and Sara Still:

Following up on our phone conversation today with Summer Still, enclosed please find our original letters with our discovery requests to McGee and Sara Still, along with newly issued Request to Admit on Behalf of Condemnor, Request for Production of Documents on Behalf of Condemnor, and Interrogatories to Landowner on Behalf of Condemnor, which I hereby serve upon you, in regard to the above referenced case. Our discovery requests have been amended to reflect today's date. Additionally, the Request to Admit has been amended to add questions 5 through 11 regarding the tax assessed value of 430 Gale Drive. If you have any questions, please do not hesitate to contact me.

With kind, personal regards, I am

Kinard & Jones, LLC



Murry Kinard

*Fellow of the American Academy of Matrimonial Lawyers

† Board Certified in Family Law, National Board of Trial Advocacy

ENDNOTE 14

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON
COUNTY OF RICHLAND) PLEAS
Road/Route I-20/I-26/I-126 (Carolina Crossroads)) C/A NO.: 2020-CP-40-04683
Project ID No. P027662)
Tract 337)
South Carolina Department of Transportation,)
Condemnor,)
VS.)
McGee Still, and Sara Still)
Landowner(s),)

CERTIFICATE OF SERVICE

I, Tara Arnett, of Kinard & Jones, LLC, do hereby certify that I have served the foregoing Request to Admit on Behalf of Condemnor, Request for Production of Documents on Behalf of Condemnor, and Interrogatories to Landowner on Behalf of Condemnor in the above-captioned case, by causing a copy of the same to be personally deposited in a United States Postal Service mail box, postage prepaid, with the return address clearly visible, addressed to the landowner's daughter of record as indicated below:

Summer Still
1827 Morninghill Drive
Columbia, SC 29201



Tara Arnett
June 5, 2023

ENDNOTE 15

Book 2250-1967		
2017076011	10/10/2017 13:43:53:320 Power of Attorney	
Fee: \$26.00	County Tax: \$0.00	State Tax: \$0.00
2017076011 John T. Hopkins II Richland County R.O.D.		

STATE OF SOUTH CAROLINA)
) DURABLE POWER OF ATTORNEY
) OF
COUNTY OF RICHLAND) MCGEE STILL

Introductory Provision. I, MCGEE STILL, as principal (the "Principal") have this day appointed SUSAN M. FUSCO to serve as my agent ("Agent") and to exercise the powers and discretions set forth below. If SUSAN M. FUSCO shall be unable or unwilling or unavailable to serve or to continue to serve, then I appoint STEVE WAYNE STILL as substitute or successor Agent to serve with the same powers and discretions.

Statement of Intent to Create Durable Power of Attorney Under State Statute. By this instrument I intend to create a Durable Power of Attorney under South Carolina law.

Revocation of Prior Powers of Attorney. I hereby revoke all powers of attorney, general and/or limited, heretofore created by me as principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein, if any, except that powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to and withdraw funds from accounts to which I am a signatory or granting access to a safe deposit box shall not be revoked, but shall continue in full force and effect.

Delegation of All Powers Lawful to Delegate. I herewith delegate to my Agent each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument.

**ARTICLE I
ASSET POWERS**

Introduction. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible and mixed, as follows:

(1) **Power to Sell.** To sell any and every kind of property that I may own now or in the future, real, personal, intangible and/or mixed, including without being limited to contingent and expectant interests, marital rights and any rights of survivorship incident to joint tenancy or tenancy by the entirety, on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof; to make such disposition of the proceeds of such sale or sales, including expending such proceeds for my benefit, as my Agent shall deem appropriate.

(2) **Power to Buy.** To buy every kind of property, real, personal, intangible and/or mixed, on such terms and conditions as my Agent shall deem appropriate; to obtain options with respect to such purchases; to arrange for appropriate disposition, use, safekeeping and/or insuring of any such property; to borrow money for the purposes described herein and to secure such borrowings in such manner as my Agent shall deem appropriate; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; to repay from any funds belonging to me any money borrowed and to pay for any purchases made or cash advanced using credit cards issued to me.

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(3) **Power to Invest.** To invest and reinvest all or any part of my property in any property or interests, including undivided interests, in property, real, personal, intangible and/or mixed, wherever located, including without being limited to securities of all kinds, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, commodities contracts of all kinds, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries; to sell, including short sales, and terminate any investments whether made by me or my Agent; to establish, utilize and terminate savings and money market accounts with financial institutions of all kinds; to establish, utilize and terminate accounts with securities brokers and in such accounts, to make short sales and to buy on margin and, for such purposes, my Agent may pledge any securities so held or purchased with such brokers as security for loans and advances made to the account; to establish, utilize and terminate agency accounts with corporate fiduciaries; to employ, compensate and terminate the services of financial and investment advisors and consultants.

(4) **Power to Manage Real Property.** With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease, release; to eject and remove tenants or other persons from, and recover possession of by all lawful means; to accept real property as a gift or as security for a loan; to collect, sue for, receive and receipt for rents and profits and to conserve, invest or utilize any and all of such rents, profits and receipts for the purposes described in this paragraph; to do any act of management and conservation, to pay, compromise, or to contest tax assessments and to apply for refunds in connection therewith; to employ laborers; to subdivide, develop, dedicate to public use without consideration, and/or dedicate easements over; to maintain, protect, repair, preserve, insure, build on, demolish, alter or improve all or any part thereof; to obtain or vacate plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to release or partially release real property from a lien; to sell and to buy real property; to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

(5) **Power to Manage Personal Property.** With respect to personal property; to lease, sublease, and release; to recover possession of by all lawful means; to collect, sue for, receive and receipt for rents and profits therefrom; to maintain, protect, repair, preserve, insure, alter or improve all or any part thereof; to sell and to buy the same or other personal property; to mortgage or grant deeds of trust, pledge and/or grant other security interests in any personal property or intangibles now or hereafter owned by me, whether acquired by me or for me by my Agent.

(6) **Power to Operate Businesses.** To continue the operation of any business (including a ranch or farm) belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall deem appropriate, including but not limited to hiring and discharging my employees, paying my employees' salaries and providing for employee benefits, employing legal, accounting, financial and other consultants; continuing, modifying, terminating, renegotiating and extending any contractual arrangements with any person, firm, association or corporation whatsoever made by me or on my behalf; executing business tax

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Page 2

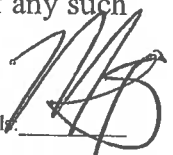
ENDNOTE 15

returns and other government forms required to be filed by my business, paying all business related expenses, transacting all kinds of business for me in my name and on my behalf, contributing additional capital to the business, changing the name and/or the form of the business, incorporating the business, entering into such partnership agreement with other persons as my Agent shall deem appropriate, joining in any plan of reorganization, consolidation or merger of such business, selling, liquidating or closing out such business at such time and on such terms as my Agent shall deem appropriate and representing me in establishing the value of any business under "Buy-out" or "Buy-Sell" agreements to which I may be a party; to create, continue or terminate retirement plans with respect to such business and to make contributions which may be required by such plans; to borrow and pledge business assets; to exercise any right, power, privilege or option I may have or may claim under any contract of partnership whether as a general, special or limited partner; to modify or terminate my interest on such terms and conditions as my Agent may deem appropriate; to enforce the terms of any such partnership agreement for my protection, whether by action, proceeding or otherwise as my Agent shall deem appropriate; to defend, submit to arbitration, settle or compromise any action or other legal proceeding to which I am a party because of my membership in such partnership.

(7) **Power to Exercise Rights in Securities.** To exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts, including margin accounts; to make such payments as my Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate all additional securities, cash or property, including the proceeds from the sales of my securities, to which I may be or become entitled by reason of my ownership of any securities; to vote at all meetings of security holders, regular or special; to lend money to any corporation in which I hold any shares and to guarantee or endorse loans made to such corporation by third parties.

(8) **Power to Demand and Receive.** To demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible and/or mixed, debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved, including but not limited to benefits payable to or for my benefit by any governmental agency or body, such as Medicare and Social Security Disability Insurance (SSDI) and for the purposes of receiving Social Security benefits, my Agent is herewith appointed my "Representative Payee"; to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such benefits and claim such benefits on my behalf, and to compromise claims and grant discharges in regard to the matters described herein.

(9) **Power to Exercise Elective Share Rights.** To elect to take against any will and conveyances of any person, if appropriate; to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, including petitions to extend the time for electing and petitions for orders, decrees and judgments; and to take all other actions that my Agent deems appropriate in order to effectuate the election; provided, however, that if any such

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actions by my Agent require the approval of any court, my Agent is authorized to seek such approval.

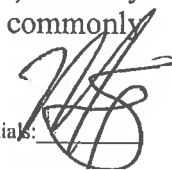
(10) **Power with Respect to Employment Benefits.** To create and contribute to an employee benefit plan, including a plan for a self-employed individual, for my benefit; to elect retirement on my behalf; to select any payment option under any IRA or employee benefit plan in which I am a participant, including plans for self-employed individuals, or to change options I have selected; to make voluntary contributions to such plans; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to borrow money and purchase assets therefrom and sell assets thereto, if authorized by any such plans; to make revocable and irrevocable beneficiary designations and to change revocable beneficiary designations; to consent and/or waive consent in connection with the designation of beneficiaries and the selection of joint and survivor annuities under any employee benefit plan.

(11) **Power with Respect to Bank Accounts.** To establish accounts of all kinds, including checking and savings, for me with financial institutions of any kinds, including but not limited to banks and thrift institutions; to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am an authorized signatory, except accounts held by me in a fiduciary capacity, whether or not any such account was established by me or for me by my Agent, to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any bank or financial institution, and to execute, on my behalf as principal, agency or power of attorney forms furnished by any bank with respect to accounts with such bank, appointing as my Agent or any other person or persons.

(12) **Power with Respect to Safe-Deposit Boxes.** To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory, whether or not the contract for such safe-deposit box was executed by me, either alone or jointly with others, or by my Agent in my name; to add to and remove from the contents of any such safe deposit box and to terminate any and all contracts for such boxes.

(13) **Power with Respect to Legal and Other Actions.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments, arrests or distresses, involving me in any way, including but not limited to claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under such circumstances that the loss resulting therefrom will or may be imposed on me and otherwise engage in litigation involving me, my property or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility.

(14) **Power with Respect to Insurance.** To purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my life or the life of any one in whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims, (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, and disability income insurance for me or any of my dependents, and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft or other commonly

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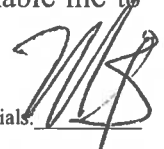
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insured risk; to pay all insurance premiums, to select any options under such policies; to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare and Workers' Compensation.

(15) **Power with Respect to Taxes.** To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift and other tax returns of all kinds, including, where appropriate, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time to file returns and/or pay taxes, extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts, including the tax court, regarding tax matters, and any and all other tax related documents, including but not limited to consents and agreements under Section 2032A of the Internal Revenue Code or any successor section thereto and consents to closing agreements and any power of attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year; to pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service and/or any state and/or local taxing authority; to exercise any elections I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts; to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent and/or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility; and on my behalf to execute IRS Form 2848 and appoint my Agent or any suitable person selected by my Agent as my representative before the Internal Revenue Service.

(16) **Power to Fund Trusts Created by the Principal.** To transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any and all of my cash, property, or interests in property, including any rights to receive income from any source; and for this purpose to enter and remove from any safe-deposit box of mine, whether the box is registered in my name alone or jointly with one or more other persons, any of my assets and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental, or convenient; to make such transfers absolutely in fee simple or for my lifetime only with the remainder or reversion of the property so transferred, remaining in me so that such property will be disposed of at my death by my will or by the intestacy laws of the state in which I shall die a resident.

(17) **Power to Create and Fund Trusts to Qualify for Governmental Assistance.** To create and execute irrevocable trusts with such trustees, including the Agent, as my Agent shall select to allow me to qualify for Medicaid and other governmental benefit programs that may otherwise be unavailable to me if I retain title to assets and/or the right to receive income. To the extent permissible by law, during my lifetime, income and/or principal may be made available to me or for my benefit. No other individual or entity shall be a current beneficiary of such trust. At my death, the trust shall distribute in accordance with state or federal laws to enable me to

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remain qualified for such governmental assistance with any remainder paid to my Personal Representative for inclusion in my estate.

(18) Power to Renounce and Resign from Fiduciary Positions. To renounce any fiduciary position to which I have been or may be appointed or elected, including but not limited to personal representative, trustee, guardian, attorney-in-fact, and officer or director of a corporation; and any governmental or political office or position to which I have been or may be elected or appointed; to resign any such positions in which capacity I am presently serving; to file an accounting with a court of competent jurisdiction or settle on a receipt and release or such other informal method as my Agent shall deem appropriate.

(19) Power to Disclaim, Renounce, Release, or Abandon Property Interests. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts, including the right to alter, amend, revoke, or terminate, and to exercise any right to claim an elective share in any estate or under any will. In exercising such discretion, my Agent shall consider any reduction in estate or inheritance taxes that may be due on my death, and the effect of such renunciation or disclaimer on persons interested in my estate and persons who would receive the renounced or disclaimed property; provided, however, that my Agent shall make no disclaimer that is expressly prohibited by other provisions of this instrument.

(20) Power to Make Gifts. To make gifts, grants or other transfers without consideration either outright or in trust (including the forgiveness of indebtedness), to such person or organizations as my Agent shall select but the recipients of any such gifts shall be limited to: **my spouse, my children, my grandchildren, and charitable organizations;** provided, however, that if a gift is made to a descendant of mine by my Agent, then my Agent shall make a gift of substantially equal value to all other descendants of mine in the same generation; provided, however, that my Agent shall not make any gifts that are not excluded from gift tax by my federal gift tax annual exclusion (unless I am married and my spouse has agreed to consent to "gift-splitting" under Section 2513 of the Internal Revenue Code in which case such gifts shall not exceed the amount that may be excluded from the federal gift tax by the federal gift tax annual exclusions available to my spouse and me) and this annual right shall be non-cumulative and shall lapse at the end of each calendar year; provided, however, my Agent shall not make any gifts to my Agent's creditors, or the creditors of my Agent's estate, nor to any person whom my Agent has any obligation to support; my Agent shall be allowed to make payments for the college and postgraduate tuition of any descendant of mine; my Agent shall be allowed to make payments for the medical expenses of any descendant of mine; if I am married to consent to the splitting of gifts under Section 2513 of the Internal Revenue Code and any successor sections thereto and/or similar provisions of any state or local gift tax laws; to prepare, execute and file any gift tax return required by any such gift and pay any gift tax that may arise by reason of such gift; provided, however, that gifts made by my Agent to a charitable, scientific, or educational institution or organization must qualify for a charitable deduction under the income and gift tax provisions of the Internal Revenue Code as from time to time amended.

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ARTICLE II
INCIDENTAL POWERS

Introduction. In connection with the exercise of the powers and discretions herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates, and papers necessary or appropriate, to such exercise or exercises, including without limitation the following:

(1) **Resort to Courts.** To seek on my behalf and at my expense:

(a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument.

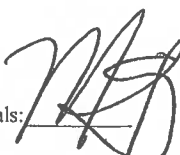
(b) a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation, or other entity obligated to comply with instructions given by me.

(c) actual and punitive damages and the recoverable costs, fees and expenses of such litigation, against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

(2) **Hire and Fire - All Personnel.** To employ, compensate and discharge such domestic, health care and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate.

(3) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** To sign, execute, endorse, seal, acknowledge, deliver and file or record instruments and documents, including but not limited to contracts, agreements and conveyances of real and personal property, instruments granting and perfecting security instruments and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates. In addition, any Agent of mine who has the authority to incur costs on my behalf may render the bills for such costs to any Agent of mine who has been granted the authority to pay such costs or to any trustee of any revocable living trust of mine, or guardian, committee or conservator who has authority to pay such costs I request that costs be paid promptly. Any recipient thereof (i.e. my Agent with authority to pay or my trustee) shall promptly pay such costs.

(4) **Deal with Contracts and Agreements.** To negotiate, execute, deliver, modify, or terminate contracts or agreements that are in my name, or in the name of any entity that I own or over which I have the power or authority to represent and bind, that are necessary, appropriate, or pertaining to any of the delegated powers contained in this Power of Attorney. In addition, my Agent may incur costs on my behalf in the furtherance of the power granted in this paragraph, including but not limited to employing attorneys to represent me as well as funding payments, obligations, and termination fees and costs related to such contracts and agreements.

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ENDNOTE 15

(5) **Payment of Medical Expenses.** My Agent is directed to pay, or cause to be paid, all bills incurred and presented by any agent representing me under a Durable Power of Attorney for Health Care.

(6) **Control of Electronic Media.** To access, use, and control any of my digital or electronic devices, including but not limited to, desktop, laptop, tablet, or other types of computers and their peripheral equipment, storage devices, mobile telephones, "smart" phones, personal digital assistants, electronic books, electronic watches, electronic body and activity monitoring equipment, cameras, audio and video recorders, and any similar digital or electronic devices, which I may own or lease. My Agent is authorized to access, manage, modify, deactivate, delete, control, sell, and transfer any digital assets, electronically stored information, and/or electronic communications owned by me, including, but not limited to, e-mails received by me, e-mail accounts, short message and text accounts, records of electronic communications, digital music, digital photographs, digital video, digital voice and voicemail, video games and virtual "worlds" or fantasy accounts created by any such games or other programs, "apps," software applications, software licenses, internet accounts, social network accounts, networking websites, blogs, file sharing accounts, financial accounts, domain registrations, names, or DNS service accounts, online accounts at stores or other organizations and entities, social media, membership or patronage accounts with all inherent rights and benefits, and other online accounts or rights, which either currently exist or may exist at any future time. My Agent may obtain copies of any such digital information and may authorize others to have access to such digital information. The Agent may employ agents or advisors to assist in collecting such electronic data, including, but not limited to, accessing such accounts, resetting passwords or other authenticating protocols, either decrypting or encrypting digital information, and dealing with such information. The powers granted to my Agent shall be broadly construed and shall not be limited or restricted by any web or electronic service provider. My Agent shall have the authority to protect or enhance my privacy by directing that any stored information either owned or created by me about my past activities on the internet, or other forms of electronic activities, or about me be deleted and that any links to or search results about me and such information be deleted or otherwise deactivated. My Agent shall have all of the rights, authorities, and privileges that I have with regard to any such digital assets.

(7) **Coordination with Health Care Agent.** My Agent shall cooperate with any individual whom I have appointed as my health care agent or proxy, to assist that individual to carry out my health care intentions to the extent known to the Agent.

(8) **Power to Do Miscellaneous Acts.** To open, read, respond to and redirect my mail; to represent me before the U.S. Postal Service in all matters relating to mail service; to establish, cancel, continue or initiate my membership in organizations and associations of all kinds, to take and give or deny custody of all of my important documents, including but not limited to my will, codicils, trust agreements, deeds, leases, life insurance policies, contracts and securities and, bearing in mind the confidential nature of such documents, to disclose or refuse to disclose such documents; to obtain and release or deny information or records of all kinds relating to me, to any interest of mine or to any person for whom I am responsible.

Initials:

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ENDNOTE 15

ARTICLE III
THIRD PARTY RELIANCE

Introduction. For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any physician, hospital, nursing home, health care provider, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party (all of whom will be referred to in this Article as a "Person") to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant and agree that:

(1) **Third Party Liability for Revocation and Amendments.** If this instrument is revoked or amended for any reason, I, my estate, and my Personal Representative will hold any person, organization, corporation or entity, hereinafter referred to in the aggregate as "Person", harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual written notice of any such revocation or amendment.

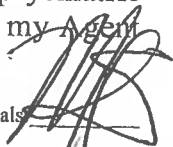
(2) **Agent Has Power to Act Alone.** The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my estate and my Personal Representative.

(3) **No Liability to Third Parties for Reliance on Agent.** *No Person who may act in reliance upon the representation of my Agent for the scope of authority granted to the Agent shall incur any liability as to me or to my estate as a result of permitting my Agent to exercise this authority, nor is any such person who deals with my Agent responsible to determine or ensure the proper application of funds or property.*

(4) **Affidavits or Certificates Given by Agent Bind Principal.** No Person who relies on any affidavit or certificate under penalties of perjury that this instrument specifically authorizes my Agent to execute and deliver to such person shall incur any liability to me, my estate or my Personal Representative for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property by my Agent.

(5) **Authorization to Release Information to Agent.** All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate or my Personal Representative for complying with my Agent's requests.

(6) **Authorization to Release Medical Information.** I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information, medical information, psychiatric records, psychiatric notes, and other "protected health information" or photocopies of any records which my Agent

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may request. If I am incapacitated at the time my Agent shall request such information, all Persons are authorized to treat any such request for information by my Agent as the request of my legal representative and to honor such requests on that basis. The Agent shall have powers granted by all applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA"). For such purposes, I do hereby designate my Agent as my "personal representative" with all the authorities granted to such person under HIPAA. The Agent may grant releases to hospital staff, physicians, and other health care providers who act in reliance on instructions given by my Agent or who render written opinions to the Agent from all liability for damages. I hereby waive all privileges which may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

**ARTICLE IV
RESTRICTION ON POWERS**

Introduction. Notwithstanding any provision herein to the contrary, my Agent:

(1) **Prohibition on Power to Benefit Agent.** Shall be prohibited, except as specifically authorized in this instrument, from (a) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) exercising any power of appointments I may hold in favor of my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (c) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to pass assets directly or indirectly to my Agent or his or her estate, or (d) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others, excluding those whom I am legally obligated to support.

(2) **Avoid Disrupting Principal's Estate Plan.** If it becomes necessary for my Agent to liquidate my assets to provide support for me, or if liquidation or conversion of assets becomes necessary for any other reason, whether specified in this instrument or otherwise, or such liquidation is deemed by my Agent to be appropriate or convenient, I direct that my Agent, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent, whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. If it is necessary to disrupt the dispositive provisions of such plan, then my Agent is directed to use my Agent's best efforts to restore the dispositive provisions of such plan as and when the opportunity to do so is available to my Agent. My Agent shall make reasonable efforts to obtain and review my estate plan and any person having knowledge thereof or possession of any documents implementing such estate plan is authorized to make disclosure thereof to my Agent, and to furnish my Agent with copies of such documents.

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**ARTICLE V
DURABILITY PROVISION**

Immediate Power. This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

(1) Current Authorization for Agent to Obtain Health Care Information. Notwithstanding any other provision in this Durable Power of Attorney to the contrary and effective immediately, I do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past, or are currently providing, the undersigned with any type of medical, mental, or other types of health care, to disclose to my Agent, as my HIPAA personal representative, and any other successor HIPAA personal representative all information, medical information, psychiatric records, psychiatric notes, and other "protected health information" for the purpose of determining my capacity as defined in this powers of attorney, making health care decisions on my behalf, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

**ARTICLE VI
ADMINISTRATIVE PROVISIONS**

Introduction. The following provisions shall apply:

(1) Reimbursement and Compensation of Agent. My Agent shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument. In addition, my Agent shall be paid such fee as shall be authorized by law.

(2) Agent Accountability. My Agent shall file with my Auditor, described below, accountings in writing of my Agent's financial and property transactions relating to my assets and property, in reasonable detail and with reasonable supporting documentation, as follows:

(a) Person to Receive Accounting. The person appointed as my auditor for purposes of reviewing such accountings shall be me, and if I am unavailable to receive such accountings, then such accountings shall be filed with my Successor Agent who is not currently serving as Agent.

(b) Frequency of Accountings. My Agent shall file such accountings with my Auditor on notification by my Auditor in writing, giving reasonable advance notice thereof.

Initials 

ENDNOTE 15

(c) **Disposition of Accountings.** My Auditor may make such disclosure and disposition of any accountings and supporting documentation filed with my Auditor as my Auditor in my Auditor's sole discretion shall deem necessary or appropriate in the circumstances. If my Auditor shall take no action within 120 days of receipt of an accounting or 30 days after the receipt of the last information requested by my Auditor, whichever is longer, then such accounting shall be deemed to be proper, final and binding.

(d) **Other Powers of Auditor.** My Auditor at my expense may retain experts and consultants, including certified public accountants, to review the documents my Auditor has obtained from my Agent. My Auditor may also require my Agent to submit such additional information, records and grant such access to information as my Auditor shall reasonably require to carry out my Auditor's responsibilities as described herein. My Auditor may submit to my Agent reasonable statements for the services of my Auditor and my Agent shall pay all such reasonable statements.

(3) **Waiver of Acts of Omission and Commission.** My Agent (and my Agent's estate and Personal Representative), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and Personal Representative arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

(4) **Agent's Liability for Malfeasance.** Notwithstanding any other provision of this Power of Attorney to the contrary, if a court shall determine that an Agent has breached the Agent's fiduciary duties under this Power of Attorney, the Agent shall be liable to me, my estate if I am deceased, or my successors in interest for the amount required to restore the value of my property to what it would have been had the Agent not breached the Agent's fiduciary duty. In such event the Agent shall also reimburse me, my estate, or my successor in interest, as appropriate, for reasonable attorney fees and costs paid or distributed by the Agent from my assets on the Agent's behalf. If there are multiple agents serving at the time of the malfeasance, then all such serving agents shall be jointly and severally liable.

(5) **Request that No Guardian or Conservator be Appointed.** By executing this instrument on the advice of legal counsel, I have carefully and deliberately created the means and manner by which I desire that my person and property be cared for, managed, and protected in the event I shall become unable to execute such responsibilities myself. Accordingly, it is my intention and my desire that I herewith express in the strongest possible terms, that no Guardian or Conservator be appointed for me as long as there is an Agent named in this instrument who is willing and able to act and serve under this instrument. I request that any court of competent jurisdiction that receives and is asked to act on a petition for the appointment of a guardian or conservator for me give the greatest possible weight to my intention and desires as expressed herein.

(6) **Waiver of Duty to Produce Income.** My Agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments.

Initials: 

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(7) **No Duty to Monitor Health.** My Agent shall have no responsibility to monitor on any regular basis the state of my physical health or mental capacity to determine if any actions need be taken under this instrument.

(8) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

(9) **This Instrument Unaffected by Lapse of Time.** This power of attorney shall be legally unaffected by reason of lapse of time or staleness.

(10) **Appointment of Ancillary Agent.** If at any time my Agent deems it necessary or desirable in my Agent's discretion to appoint one or more Agents to act in another jurisdiction under this power of attorney (such Agent or Agents being hereinafter referred to in the aggregate as my "Ancillary Agent") my Agent from time to time and at any time may appoint one or more such Ancillary Agents. In making such appointment my Agent may execute and deliver such documents and instruments including living wills, Declarations of Desire for Natural Death, Health Care Declarations, or Powers of Attorney as may be necessary, desirable, convenient, or proper to effectuate any such ancillary appointment, and my Agent may grant to any Ancillary Agent, some or all of the powers and duties and authorities granted to my Agent hereunder, but may not grant to any such Ancillary Agent powers which are inconsistent with or different from those powers granted to my Agent hereunder.

(11) **Agent Authorized to Sign Power of Attorney Forms.** In carrying out the authorizations set forth in this instrument, if in the sole opinion of my Agent it is necessary or convenient for my Agent to sign my name, as principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations or other entities in transactions with me, my Agent is authorized to execute such Forms, and to appoint an agent or other person on the Forms to represent me.

(12) **Revocation, Amendment and Resignation.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment, delivered to my Agent and to all Alternate Agents. If this instrument has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. My Agent and any Alternate Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or, in the case of an Agent's resignation, by delivery to the Alternate Agent.

(13) **Agent's Death, Incapacity, or Resignation and Selection of Substitute.** At any time after my incapacity, my Agent at any time may appoint a future successor Agent to act and serve as my Agent in the event that my Agent shall die or become mentally incapacitated or shall resign prior to my death, and my Agent at any time during my Agent's service as Agent may also revoke any such appointment theretofore made by my Agent, provided, however, that my Agent may not revoke, modify or supersede any appointment of a successor Agent made by me in this power of attorney. Any appointment made by my Agent shall be made in a written instrument that shall (i) specify the event or events on which such substitution shall become effective, (ii) be

Initials: 

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signed by my Agent, (iii) be delivered to my substitute Agent, and (iv) be attached to this instrument.

(14) **Photocopies.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

(15) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my Personal Representative.

**ARTICLE VII
DECLARATIONS OF THE PRINCIPAL**

Introduction. As Principal, I make the following declarations relevant to my execution of this Durable Power of Attorney:

(1) **Principal's Review and Acceptance of the Durable Power of Attorney.** The provisions that my attorney has included in this instrument, including but not limited to those referred to in this Article, were discussed with me by my attorney and I have expressly approved the inclusion of such provisions in this instrument.

(2) **Direction to Attorney About Gifts Generally.** I have specifically directed my attorney to authorize my Agent to make gifts under this instrument.

(3) **Legal Advice About Powers of Attorney Generally.** My attorney has explained to me the purposes of this instrument and, in general, both the applicable law and the consequences of signing it or not signing it. After being so advised, I have executed this document.

(4) **Legal Advice About Gifts Generally.** My attorney has advised me of the benefits of and the risks involved in making gifts, including specifically the potential impact on my future financial security and the possibilities of abuse of such power.

(5) **Standards for Validity of Gifts Under This Instrument.** With respect to gifts made by my Agent under this instrument, I do not desire that my Agent be deemed to have a confidential relationship with me, or that the validity of such gifts be subject to scrutiny under rules applicable to confidential relationship or any other standards except those expressly set forth in this instrument.

(6) **Acceptance of Risk.** I have carefully considered the risks involved in creating this Durable Power of Attorney, and the alternatives to a Durable Power of Attorney, as explained to me by my attorney. I have determined that accepting such risks offers benefits to me that I desire, and I therefore accept such risks.

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ENDNOTE 16

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

GENERAL (DURABLE)
POWER OF ATTORNEY

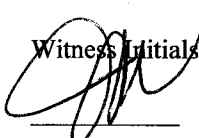
KNOW ALL MEN BY THESE PRESENTS, that I, SARA MARGARET STILL, Principal, of the County and State aforesaid, have constituted, made and appointed, and by these presents do make, constitute and appoint SUMMER C. STILL, as my true and lawful attorney for me and in my name and stead.

This power of attorney shall not be affected by my physical disability or mental incompetence which renders me incapable of managing my own estate. It is my intention that the powers and authority herein conferred upon my attorney in fact shall be exercisable notwithstanding any future physical disability. I direct that there be no appointment of a conservator for me, except for compelling reasons. I further direct that in the event of my physical disability or mental incompetence my attorney in fact shall not be required by the probate judge or court to file with the court an inventory of deposits, chooses in action and personal property, or post a surety bond, except in the most urgent and compelling circumstances and upon a clear showing of abuse or misuse of the authority herein granted to my attorney in fact, or a clear violation of the fiduciary responsibilities of my attorney in fact. I further direct that the appointment of my attorney in fact shall not affect in any matter whatsoever his or her nomination and appointment in any fiduciary capacity under my will.

By this instrument I intend to create a general, durable power of attorney pursuant to §62-5-501 of the Code of Laws of South Carolina, 1976, as amended.

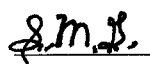
A. With respect to any and all of my property and interests in property, real, personal or mixed, my attorney in fact is authorized in the sole and absolute discretion of my attorney in fact from time to time and at any time to:

1. Sell, contract for the sale of, and grant options with respect to the sale of, and mortgage any and every property or interest in property which I now own or may hereafter acquire, including contingent and future interests, marital rights, rights of survivorship by joint tenancy or tenancy by the entirety, upon such terms and conditions as my attorney in fact shall deem appropriate;
2. Buy, contract to buy, and obtain options to buy any kind of property upon such terms as my attorney in fact shall deem appropriate;
3. Invest all or any part of my property in property or interests in property, including undivided interests, of any stocks of corporations regardless of class, bonds, debentures, notes, real estate, and annuity contracts, without being limited by statute or law concerning investments by fiduciaries; to sell and terminate investments made by me or by my attorney in fact; and to establish

Witness Initials


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Fee: \$18.00 County Tax: \$0.00
Power of Attorney State Tax: \$0.00



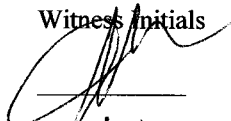


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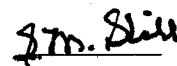
ENDNOTE 16

- or terminate savings, money market accounts or other invested funds on deposit;
4. Exercise all rights with respect to corporate securities, including the right to sell, buy, make payments incidental to owning or holding such securities; to grant proxies; to consent to or object to any merger or consolidation; and to vote at any meeting of security holders;
 5. Establish, utilize and terminate accounts with securities brokers, and managing agency accounts; buy United States Government bond(s) redeemable at par in payment of United States estate taxes imposed upon my estate;
 6. With respect to real property, to lease, release and sublease real property; to evict, remove and release tenants or other persons from, and recover possession of by all lawful means; to collect, sue for, receive and receipt for rents and profits; to do any act of management and conservation; to pay, compromise and contest tax assessments and to apply for refunds in connection therewith; to subdivide, develop, dedicate to public use and to dedicate the grant easements; to maintain, protect, repair, preserve, insure, build upon, demolish, alter or improve; to obtain and vacate plats and adjust boundaries; to release or partially release from the lien of any mortgage or other security;
 7. Employ, compensate, and terminate employment of accountants, attorneys at law, consultants, financial and investment advisors;
 8. Demand, arbitrate, compromise, settle, release, sue for, collect, receive, deposit, expend for any benefit, withdraw funds or deposit, reinvest and make any other disposition of cash, rights to the payment of cash, property, debts, dues, rights, accounts, legacies, devises, dividends, annuities and benefits to which I am now or may hereafter become entitled to, regardless of the identity of the person, entity or institution (whether public or private) involved, including benefits payable to or for my benefit by any governmental agency (such as Medicare, Medicaid, Social Security benefits and for purposes of Social Security benefits, my attorney in fact are hereby appointed my "Representative Payee"); and to claim and to use all lawful means to qualify me for such benefits;
 9. Elect to take against any will or conveyance and to file petitions pertaining to such election; and to renounce and disclaim any property or interests in property or power to which I am or may become entitled;
 10. Establish accounts of all kinds, including checking, savings, and time deposits, for me in any bank, savings and loan association or other financial institutions; to modify, terminate, make deposits to, write checks on, make withdrawals from and grant security interests in all accounts in my name, whether established by me or by my attorney in fact; to negotiate, endorse or transfer any checks or other instruments with respect to such accounts; and to contract for any services

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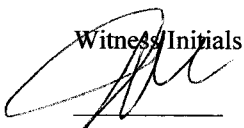


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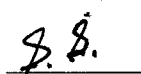
rendered by any bank or other financial institution;

11. Contract with any institution for the maintenance of or termination of contract for any safe deposit box in my name; to have access to any safe deposit box in my name or with respect to which I am an authorized signatory, whether the contract for any such safe deposit box was executed by me alone or jointly with others or by my attorney in fact in my name; and to add to and remove the contents of any such safe deposit box;
12. Institute, prosecute, defend, participate in, abandon, compromise, arbitrate, settle, dismiss and appeal from any legal, judicial or administrative hearings, actions, suits or proceedings involving me in any way, including but not limited to claims by or against me arising out of property losses, damages or personal injuries;
13. Borrow money from any lender for any account and to secure such borrowing by granting security interests in any property which I now or may hereafter own;
14. Purchase, maintain, surrender, collect, cancel, and claim benefits of life insurance on my life, or insurance which I own on the life of any other, or annuities to which I may be entitled, or liability insurance, or hospital, medical care or disability insurance, and casualty insurance on or carried in connection with my property; and
15. Represent me in all tax matters; to prepare, sign, and file federal, state, and local income, gift and other tax returns, including joint returns, claims for refunds, requests for extensions or time to file returns, extensions and waivers of periods of limitation, protests and petitions to administrative agencies or courts regarding tax matters, and any and all other tax related documents, including consents and agreements under applicable sections of the Internal Revenue Code, consents to split gifts, closing agreements, and any power of attorney form required by the Internal Revenue Service or any other taxing authority with respect to any tax year; to pay taxes due, collect refunds, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any other taxing authority; to exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters; and to engage, compensate and discharge counsel, advisors and consultants to represent or assist me in connection with any and all tax matters.
16. This Power of Attorney can not be used by the attorney to make a gift to herself. It can be used to provide for my son, Michael D. Still.

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ENDNOTE 16

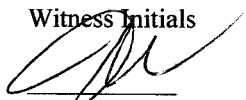
B. My attorney in fact is authorized in the sole and absolute discretion of my attorney in fact from time to time and at any time, with respect to the control and management of my person, to:

1. Do all acts appropriate for maintaining my customary standard of living; and,
2. Provide living and care arrangements for my person as may be appropriate; and if necessary, to make all necessary arrangements for me at any hospital, nursing home, convalescent facility or similar establishment, or in my own residence; and to arrange and provide for all of my essential needs at such a facility or in my own residence.

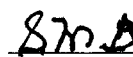
C. My attorney in fact is authorized in the sole and absolute discretion of my attorney in fact from time to time and at any time to exercise the authority described below relating to matters involving my health and medical care. In exercising the authority granted to my attorney in fact herein, I direct my attorney in fact to try to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner. My attorney in fact is further instructed that if I am unable to give an informed and reasoned consent to medical treatment, and my attorney in fact cannot determine the treatment choice I would want made under the circumstances, my attorney in fact shall give or withhold such consent for me based upon any treatment choices that I may have previously expressed on the subject while competent, whether under this instrument or otherwise. If my attorney in fact cannot determine the treatment choice I would want made under the circumstances, then my attorney in fact shall make such choice for me based upon what my attorney in fact believes to be in my best interest. Accordingly, my attorney in fact is authorized to:

1. Request, receive and review any information, oral or written, regarding my personal affairs or my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and, to disclose or deny such information to others as my attorney in fact shall deem appropriate;
2. Employ and discharge medical personnel as my attorney in fact shall deem necessary or appropriate for my well-being, and to pay or cause them to be paid reasonable compensation;
3. Grant releases to hospital staff, physicians, nurses and other medical and hospital personnel who act in reliance on instructions given by my attorney in fact from all liability for damages suffered or to be suffered by me; to sign documents required by any hospital or physician to implement my wishes regarding medical treatment or nontreatment; and
4. My attorney in fact is authorized to receive and retain custody of any instrument signed by me that is effective under law to require the withdrawal or withholding of life sustaining treatment or procedures, including but not limited to a Declaration of a Desire for a Natural Death; and to deliver to my physicians, health care providers and other appropriate recipients, this instrument and any

Witness Initials



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other writings signed by me that express my desire under the circumstances to require the withholding or withdrawal of futile medical treatment (including but not limited to a "Declaration of a Desire for a Natural Death").

In the event I have signed a Health Care Power of Attorney the person named in that document shall control on decision making if there is a conflict.

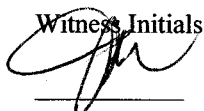
If this instrument is revoked or amended for any reason, I will, for myself, my heirs, assigns and personal representatives, hold any person harmless from any loss suffered, or liability incurred by such person in actions in accordance with the instructions of my attorney in fact acting under this instrument prior to the receipt by such person of actual notice of any such revocation or amendment.

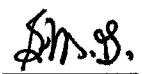
The powers conferred on my attorney in fact by this instrument may be exercised by my attorney in fact alone and the signature or act of my attorney in fact under the authority expressed in this instrument may be accepted by any person as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. All acts lawfully done by my attorney in fact hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercising the power myself, and shall insure to the benefit of and bind me, my heirs, assigns and personal representatives. I hereby release and forever discharge from any and all liability my attorney in fact and my heirs, assigns and personal representative of my attorney in fact, from all claims or damages of all kinds whatsoever by me, my heirs, assigns or personal representatives, arising out of all acts or omissions of my attorney in fact, acting in good faith hereunder; and except for willful misconduct or gross negligence.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day of MARCH, 2017, in Columbia, South Carolina.


SARA MARGARET STILL

Witness Initials


NGH



ENDNOTE 16

The above instrument signed by the principal above named and attested by the undersigned, consisting of 6 typewritten pages including the page on which the undersigned have subscribed their names as attesting witnesses, was on the date above written signed, sealed, published and declared by the principal herein to be a general (durable) power of attorney in the presence of each of us, the undersigned, who, at the request of the principal and in the presence of the principal and in the presence of each other have subscribed our names as the attesting witnesses hereto the date and year above written.

Joseph M. [Signature] of JMA, SC
[Signature] of Columbia, SC

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ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

Witness Initials

[Signature]
NG4

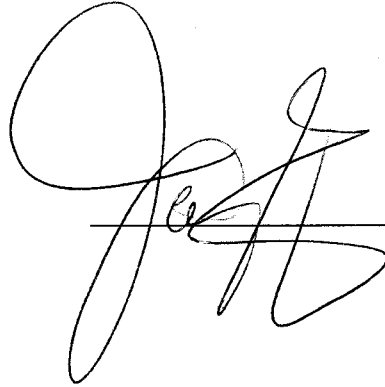
JMB

ENDNOTE 16

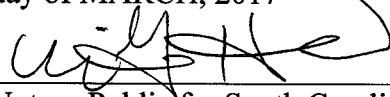
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and states that he/she saw the within named SARA MARGARET STILL, sign, seal and as his/her act and deed deliver the within instrument and that he/she with the other witness witnessed the execution thereof.

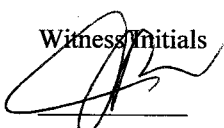


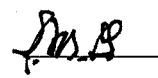
SWORN to before me this 31
day of MARCH, 2017



Notary Public for South Carolina (L.S.)
My Commission Expires: 12-31-2023

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Witness Initials

NGY


1



KINARD LAW GROUP

MURRY KINARD | KATHARINE S. FISHER | REBEKAH L. MANDEVILLE | ALYSSA R. IGLESIAS

VIA U.S. FIRST-CLASS MAIL

February 28, 2025

McGee Still
1832 Luster Lane
Columbia, SC 29210-6933

Sara Still
1832 Luster Lane
Columbia, SC 29210-6933

RE: SCDOT vs. McGee Still and Sara Still
Case No.: 2020-CP-40-004683
Road/Route: I-20/I-26
Project ID: P027662
Tract: 300

Dear Sir and/or Madam(s):

Enclosed please find a filed **Notice of Trial** which I hereby serve upon you, in regard to the above-referenced case. The trial will be held on **April 30, 2025 at 2:30 PM** at the Richland County Master-in-Equity Courtroom located at 2500 Decker Blvd, Columbia, SC. If you have any questions, please do not hesitate to contact the office

With kind, personal regards, I am

KINARD LAW GROUP

Tara K Arnett
Paralegal to Murry Kinard

Enclosure (*as referenced*)

/tka

cc: Susan Fusco, 138 Selmun Street, Columbia, SC 29210-4039
Summer Still, 1827 Morninghill Drive, Columbia, SC 29210-7049

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

COUNTY OF LEXINGTON/RICHLAND

Road/Route I-20/I-26/I-126 (Carolina Crossroads)

Project ID No. P07662

Tract 300

South Carolina Department of Transportation

Certificate of Mailing

Condemnor,

VS.

McGee Still and Sara Still,

Landowner(s).

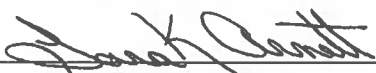
I, Tara K. Arnett, Paralegal to Kinard Law Group, hereby certify that I have served a filed copy of the Notice of Trial by email and by personally depositing a copy of the same in the above referenced case into the United States Postal Service by First-Class pre-paid postage adhere to and addressed as follows:

McGee Still
1832 Luster Lane
Columbia, SC 29210-6933

Sara Still
1832 Luster Lane
Columbia, SC 29210-6933

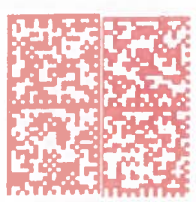
Susan Fusco
138 Selmun Street
Columbia, SC 29-210-4039

Summer Still
1827 Morninghill Drive
Columbia, SC 29210-7049


Tara K. Arnett
February 28, 2025

KINARD LAW GROUP
808 S. LAKE DRIVE
LEXINGTON, SC 29072

Sara Still
1832 Luster Lane
Columbia, SC 29210-6933

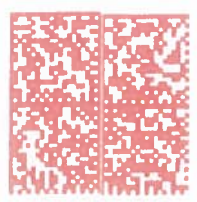


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FIRST-CLASS MAIL
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02/28/2025 ZIP 29072
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US POSTAGE

KINARD LAW GROUP
808 S. LAKE DRIVE
LEXINGTON, SC 29072

Susan Fusco
138 Selmun Street
Columbia, SC 29-210-4039



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02/28/2025 ZIP 29072
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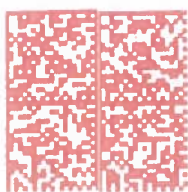
US POSTAGE



KINARD LAW GROUP

808 S. LAKE DRIVE
LEXINGTON, SC 29072

McGee Still
1832 Luster Lane
Columbia, SC 29210-6933



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02/28/2025 ZIP 29072
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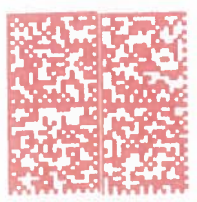
US POSTAGE



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808 S. LAKE DRIVE
LEXINGTON, SC 29072

Summer Still
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Columbia, SC 29210-7049



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02/28/2025 ZIP 29072
043M/30283841

US POSTAGE



KINARD LAW GROUP

MURRY KINARD | KATHARINE S. FISHER | REBEKAH L. MANDEVILLE | ALYSSA R. IGLESIAS

VIA U.S. FIRST-CLASS MAIL

January 23, 2025

McGee Still
1832 Luster Lane
Columbia, SC 29210-6933

Sara Still
1832 Luster Lane
Columbia, SC 29210-6933

RE: SCDOT vs. McGee Still and Sara Still
Case No.: 2020-CP-40-004683
Road/Route: I-20/I-26
Project ID: P027662
Tract: 300

Dear Sir and/or Madam(s):

Enclosed please find a Request to Admit to Landowner on Behalf of Condemnor, Request for Production of Documents to Landowner on Behalf of Condemnor, and Interrogatories to Landowner on Behalf of Condemnor, which I hereby serve upon you, in regard to the above-referenced case. You have thirty (30) days to respond to these written requests. If you have any questions, please do not hesitate to contact the office

With kind, personal regards, I am

KINARD LAW GROUP

Tara K Arnett
Paralegal to Murry Kinard

Enclosure (*as referenced*)
/tka

cc: Susan Fusco, 138 Selmun Street, Columbia, SC 29210-4039
Summer Still, 1827 Morninghill Drive, Columbia, SC 29210-7049

ENDNOTE 18

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON/RICHLAND

IN THE COURT OF COMMON PLEAS
C/A NO. 2020-CP-40-004683

Road/Route I-20/I-26/I-126 (Carolina Crossroads)
Project ID No. P07662
Tract 300

South Carolina Department of Transportation

Certificate of Mailing

Condemnor,

VS.

McGee Still and Sara Still,

Landowner(s).

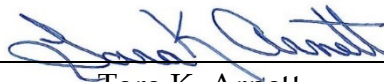
I, Tara K. Arnett, Paralegal to Kinard Law Group, hereby certify that I have served the Request to Admit to Landowner on Behalf of Condemnor, Request for Production of Documents to Landowner on Behalf of Condemnor, and Interrogatories to Landowner on Behalf of Condemnor by personally depositing a copy of the same in the above referenced case into the U.S. Postal Service mail with pre-paid postage adhere to addressed as below:

McGee Still
1832 Luster Lane
Columbia, SC 29210-6933

Sara Still
1832 Luster Lane
Columbia, SC 29210-6933

Susan Fusco
138 Selmun Street
Columbia, SC 29-210-4039

Summer Still
1827 Morninghill Drive
Columbia, SC 29210-7049



Tara K. Arnett
January 23, 2025

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KINARD LAW GROUP

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LEXINGTON, SC 29072

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ZIP 29072
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ENDNOTE 18

Sara Still
1832 Luster Lane
Columbia, SC 29210-6933



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LEXINGTON, SC 29072

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01/23/2025

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McGee Still
1832 Luster Lane
Columbia, SC 29210-6933

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ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP40046833



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ZIP 29072
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ENDNOTE 18

Susan Fusco
138 Selmun Street
Columbia, SC 29210-4039



KINARD LAW GROUP

808 S. LAKE DRIVE
LEXINGTON, SC 29072

Hasler FIRST-CLASS MAIL

01/23/2025 IMI

US POSTAGE \$001.25⁰



ZIP 29072
011D10657990

Summer Still
1827 Morninghill Drive
Columbia, SC 29210-7049

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ELECTRONICALLY FILED - 2025 Jun 05 11:29 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4004683

ENDNOTE 19

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

C/A NO. 2020-CP-40-004683

COUNTY OF RICHLAND

Road/Route 1-20/I-26/I-126 (Carolina Crossroads)

Project ID No. P07662

Tract 300

South Carolina Department of Transportation

Condemnor,

VS.

McGee Still and Sara Still,

Landowner(s),

**NOTICE OF MOTION AND MOTION IN
LIMINE TO EXCLUDE THE
INTRODUCTION OF ANY EXHIBITS
AND TESTIMONY**

**TO: MCGEE STILL AND SARA STILL, LANDOWNER(S) IN THE ABOVE-NAMED
MATTER; SUSAN FUSCO AND SUMMER STILL, DAUGHTERS TO THE ABOVE-
NAMED LANDOWNER(S)**

YOU WILL TAKE NOTICE that Condemnor, South Carolina Department of Transportation, by and through their undersigned counsel, will move before the presiding Judge of the Master-in-Equity Court for the Fifth Judicial Circuit at the Richland County Master-in-Esquire Court on the 30th day of April 2025 at 2:30 P.M., or as soon thereafter as counsel can be heard, for an Order excluding Landowner(s) from testifying and/ or introducing any exhibits whatsoever and/ or excluding the testimony of any witness to be called by Landowner at the trial of this case scheduled for April 30, 2025 at 2:30 PM.

The grounds for this Motion are as follows:

1. Landowner(s) have failed to respond to discovery. Condemnor served Landowner(s) with Condemnor's Request to Admit on Behalf of Condemnor, Request for Production of Documents on behalf of Condemnor, and Interrogatories to Landowner on behalf of Condemnor on May 12, 2023. Landowner's responses were due on June 12,

ENDNOTE 19

2023. No responses were served upon Condemnor.

2. On June 5, 2023, Attorney for Condemnor had a phone conversation with Summer Still, daughter of Landowner(s) McGee Still and Sara Still, regarding discovery responses. Condemnor then served Summer Still. These discovery requests were sent on June 5, 2023. Landowner's responses were due on July 5, 2023. No responses were served upon Condemnor.

3. On January 21, 2025, this case was heard before the Honorable Joseph Strickland. Present in court were Murry Kinard, Attorney on behalf of Condemnor; McGee Still, Landowner; Susan Fusco and Summer Still, daughters of McGee Still and Sara Still. Judge Strickland continued this matter. After this continuance, Condemnor served Request to Admit on Behalf of Condemnor, Request for Production of Documents on Behalf of Condemnor, and Interrogatories to Landowner on Behalf of Condemnor on McGee Still and Sara Still, Landowner(s), and Landowner(s)' daughters, Susan Fusco and Summer Still, by email and U.S. Mail on January 23, 2025. Landowner(s) responses were due February 23, 2025. No responses were served upon Condemnor.

4. The scope of discovery is broad. The South Carolina Rules of Civil Procedure states:

Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party, including the existence, description, nature, custody, condition and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.

Rule 26(b)(1), SCRPC.

ENDNOTE 19

5. Rule 37(b) of the South Carolina Rules of Civil Procedure allows the court to impose sanctions for the violation of an order compelling discovery. Additionally, the Court may impose sanctions for failing to cooperate in discovery without first filing a motion to compel. *Richardson v. Twenty One Thousand Dollars (\$21,000.00) U.S. Currency*, 430 S.C. 594,846 S.E.2d 14 (S.C. Ct. App. 2020). Rule 37(d), SCRPC, provides for sanctions against a party who fails to answer interrogatories or requests for production or attend his/her own deposition without the discovering party having to file a motion to compel. Rule 37(a)(3) defines an evasive or incomplete answer to discovery as a failure to answer.

6. The court may impose the following sanctions: "an order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting him from introducing designated matters in evidence;" or "[a]n order striking pleadings or part thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party[.]" Rule 37(b)(2)(B) and (C), SCRPC.

7. Condemnor is without sufficient notice of the evidence Landowner(s) intends to introduce and present and would be prejudiced at the trial in this case which is scheduled for April 30, 2025. Pursuant to the South Carolina Rules of Civil Procedure and *Richardson v. Twenty One Thousand Dollars (\$21,000.00)*, Defendant requests that this Court sanction Landowner(s) by excluding Landowner(s) from introducing any exhibits whatsoever in the trial of this matter, and/ or excluding Landowner(s) from introducing any testimony whatsoever in this matter, including his/her own testimony.

ENDNOTE 19

Respectfully submitted,

KINARD LAW GROUP

A handwritten signature in black ink, appearing to read 'Murry Kinard', written over a horizontal line.

Murry Kinard, Esquire
808 S. Lake Drive
Lexington, SC 29072

ATTORNEY FOR CONDEMNOR

Lexington, SC 29072

April 30, 2025

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