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Apr 28 2026

SC Court of Appeals

1 STATE OF SOUTH CAROLINA
2 IN THE COURT OF COMMON PLEAS
3 COUNTY OF BEAUFORT

4 Queens Grant Regime, II, Inc.,
5 Horizontal Property Regime,

6 vs.

Transcript of Record
2024-CP-07-00156

7 Greenwood Resorts and Communities, Inc.,
8 d/b/a TopTracer Golf.

9
10 June 20, 2025
11 Anderson, South Carolina

12 B E F O R E:

13 The HONORABLE R. LAWTON MCINTOSH
14

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

16 Gregory M. Alford, Representing the plaintiff

17 Christian Stegmaier, Representing the defendant
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21 SHARON G. HARDOON, CSR
22 Official Circuit Court Reporter, III
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Certificate of Reporter

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1 THE COURT: We've had this for a while, and I
2 know you guys tried hard to work it out and apparently
3 just can't do it. So this is back before me on a TRO;
4 is that right?

5 MR. ALFORD: Yes, sir. And if I may,
6 Your Honor?

7 THE COURT: Sure.

8 MR. ALFORD: Thank you for accomodating
9 us. I apologize, counsel. My client would be
10 here, normally. I apologize for that.

11 Having said that, I've been thinking about
12 this, you told us a year ago almost to go away,
13 respectfully, and figure it out. Get an expert.

14 My name is Greg Alford. I represent the
15 plaintiff.

16 You told us to go away and figure it out,
17 because you didn't want to, or know what to do to
18 remedy in an injunctive nature. What's the
19 remedy? Provided the Court would even consider
20 doing that.

21 I'd like to put a witness up, if possible,
22 for the Court's benefit.

23 THE COURT: Well, I told counsel I'm not
24 going to let him, so that's not fair. I'm not
25 going to let you put him up. He wanted to bring a

1 witness and I said no.

2 MR. ALFORD: Okay, that's fine. I
3 understand. Fair enough. Yes, sir. I just
4 wanted to be prepared.

5 I respectfully apologize to you-all. I
6 went about it the wrong way asking you to design
7 some kind of remedy for how they ought to run
8 their property.

9 The only thing I'm asking the Court for
10 is to order them to stop hitting us with golf
11 balls. I don't care how they do it. I don't care
12 if they build a fence up or put up a wall. I
13 don't care if they got drones out there catching
14 them. I honestly don't, Your Honor. I can't --
15 I'm not -- we paid a lot of money to an expert.
16 There's a lot of stuff I could go and argue in his
17 memo and my memo. Come on.

18 I mean, respectfully submit to the Court
19 that I don't know anywhere in the law, even with
20 easements in place, which they are not
21 contemplating this concept, where I am allowed to
22 operate my property and cause injury to my
23 neighbor. It doesn't work that way. They can do
24 whatever they want on the property, as long as
25 they don't affect us, right?

1 We're not talking about any -- Your
2 Honor, I just saw the affidavits. I got this big
3 presentation. You know, I sorry. I'll pass it up
4 if you like.

5 THE COURT: Listen, and let me tell you
6 my thoughts were -- is, we got somebody who's got
7 a house, who walks by, his house is getting
8 bombarded with golf balls, potentially getting
9 hit, it needs to stop. I tried to get you-all to
10 go get you some kind of resolution to it without
11 me having to step in and put the kibash on it, I
12 don't know what else to tell you.

13 But you can't continue hitting golf balls
14 into this man's yard and to his house and making
15 it so -- I think he was there before, right? His
16 house was there and then they built it.

17 MR. STEGMAIER: No, sir.

18 MR. ALFORD: There was a golf course, a
19 driving range, and then these condominiums were
20 built.

21 THE COURT: And that's --

22 MR. ALFORD: I'll show you some
23 pictures.

24 THE COURT: Have you seen these?

25 MR. STEGMAIER: I have seen the photos.

1 MR. ALFORD: We all have the same
2 pictures.

3 THE COURT: Okay.

4 MR. ALFORD: Your Honor, the difference
5 came when the property owner entered into an
6 agreement. It looks like a licensing agreement.
7 I haven't had a chance to study it.

8 THE COURT: Say that again.

9 MR. ALFORD: The driving range was
10 traditionally operated like a traditional driving
11 range at a county club. You go, you get a bucket
12 of balls before you go play a round, maybe some
13 lessons.

14 The difference in the change in use
15 essentially began, when it became a problem, is
16 when they entered into, what I looked at, a
17 licensing agreement for software and marketing --
18 he was kind enough to provide it -- TopTracer came
19 and they added a lot of advertising, national
20 advertising. It's a national -- you're familiar
21 with it, Judge. I think we talked about it last
22 time. And they have bachelor parties,
23 bachelorette parties, food. It's fun. It's fun.
24 It's cool. Great. Do it. Make all the money you
25 want. Leave us alone.

1 That increase in use expedientially
2 changed things. And I don't know -- we got this
3 expert. He has all these recommendations. You
4 know, it's funny to me, Judge, I realize we don't
5 have a great system. You know? So you got to get
6 an expert to tell what you already know. But you
7 can't -- I mean, common sense tells you, if people
8 keep hitting golf balls at high speed, high range,
9 coming down, mathematically somebody is going to
10 get hurt. Their property has been damaged. It's
11 continued to happen.

12 And I understand every now and then. I
13 do. But don't say I like it and that doesn't
14 excuse if it really hurts somebody. I mean, one
15 of the points in his memo was, well, the proof is,
16 nobody has been hit in a year. I mean, are we
17 going to keep going until somebody gets a
18 traumatic brain injury? We don't want that. We
19 want them to succeed. We also need peace.

20 So I thought about -- I'm in the Ware
21 case. I'm now involved in that rigmarole in
22 Beaufort County, and it actually is smart. How do
23 we tailor a remedy that Your Honor feels okay
24 about and defines for people, *Hey, this is what*
25 *we're going to do?* Also that doesn't unfairly

1 shut down a good business, right?

2 So, I figured that I'm just not that
3 smart. It's real simple. It just comes down to,
4 I don't care what you do, build a wall, a fence,
5 whatever, but please don't use golf balls anymore.

6 Your Honor, then becomes the question --
7 this is the hard part. Now we're rolling into
8 assuming that golf balls come over, and we can
9 imperically established that -- you know, that
10 they hit our property and damaged -- you know,
11 they're dangerous, how -- and this is where I put
12 it back on you, sir -- how do you -- what would be
13 the penalty per infraction of the court's order
14 not to hit golf balls over. I had the idea, you
15 know, 10,000 bucks a ball. I realize that's
16 outrageous. But, I mean, what do we do?

17 You know, the first 10,000 bucks, by an
18 insurance policy probably to protect my homeowners.

19 THE COURT: Let me get the history in
20 mind because I think you were correcting me. This
21 was a golf course with the driving range that had
22 been there.

23 MR. STEGMAIER: 50-plus years.

24 THE COURT: And then a condo -- is this a
25 condo?

1 MR. ALFORD: Yes, sir, it is.

2 THE COURT: A condo was added. And then
3 after the condo, you-all went to the TopGolf,
4 whoever it is.

5 MR. STEGMAIER: In 2020, sir.

6 THE COURT: But that's the order of
7 things, right?

8 MR. STEGMAIER: Correct.

9 THE COURT: I mean, here's what I'm
10 looking at, guys, number 1, you live next to a
11 golf course, you anticipate you're going to have
12 this stray ball, you assume the risk, I guess, for
13 lack of better terms of that happening. You don't
14 assume the risk of being barraged with a company
15 of Top Golf nature. I just don't think so. And I
16 think somebody is going to get killed out there.
17 I do. Or get devastatingly hurt. So I was
18 hoping to come up with some way to resolve it, but
19 it doesn't sound like there's any -- I'm going to
20 let you tell me whatever you want to. I promise
21 you.

22 MR. STEGMAIER: I apologize.

23 THE COURT: Because I would love some
24 constructive things. The easiest thing for me to
25 do is say, all right, you're done, put up a bond,

1 and then go from there. That's not going to
2 helping anybody in a sense, but at the end of the
3 day that's where I am. So give me some
4 suggestions, other than nothing, which I'm going
5 to do something.

6 MR. STEGMAIER: I'm here to provide those
7 suggestions.

8 THE COURT: Okay.

9 MR. STEGMAIER: May I approach, sir?

10 THE COURT: Yes.

11 MR. STEGMAIER: This was submitted to
12 chambers last night. I recognize, having clerked
13 for a judge, nobody wants to print off 65 pages of
14 anything, so I brought this up.

15 There is summary of argument too -- to
16 introduce myself. I'm Christian Stegmaier. We have
17 the privilege to represent all the defendants in this
18 case.

19 THE COURT: Right.

20 MR. STEGMAIER: So, like Mr. Alford said,
21 we got intentionally technical arguments. This is
22 a rule 65(a) motion for a temporary restraining
23 order. This is not a hearing on the merits. It's
24 not trial. It's not a motion for temporary or
25 permanent injunction.

1 But I want to put all of that aside in this
2 case. I thought about it, and I'll tell just a brief
3 story. Like I said, I clerked -- in the early days, I
4 clerked for Ralph King Anderson.

5 THE COURT: Who?

6 MR. STEGMAIER: And, as you may know, he
7 recently died. And so I'm wearing his ring from
8 the court of appeals. And one of the reasons I
9 started wearing it is, I've got to put myself in
10 your position because we have a role to play.
11 Ultimately, as circuit judge, all you want to do
12 is try to keep the peace. You read the matters,
13 the arguments that the plaintiff as to potential
14 for danger to health and safety. And you also
15 recognize that we have a 50-year-old operation
16 that's employed a fair amount of people. It's
17 generated a fair amount of revenue, et cetera, et
18 cetera.

19 I do not want to get into any sort of
20 squabble at all.

21 THE COURT: You don't want to do what
22 now? I'm sorry.

23 MR. STEGMAIER: I don't want to get into
24 any sort of squabble at all. The last time we
25 were together, it didn't go so well. But we

1 weren't face-to-face. We weren't face-to-face. I
2 think it helps if we're face-to-face.

3 This Court said, you-all figure it out.
4 You-all are adults. Figure it out. So we got
5 Mitch Griffin involved. We mediated the case.

6 MR. ALFORD: Your Honor, I'm sorry.

7 THE COURT: Listen, it's okay. Don't
8 worry about it. He knows Mitch was my attorney
9 brother.

10 MR. STEGMAIER: One of the essential
11 themes -- and one of the things I handed up was,
12 one of the essential themes of the original part
13 of the dispute was Colonel Lundgren essentially
14 took the position, put up a 125-foot net. That
15 was essentially the remedy. And when we talked
16 informally, I relayed to the Court, well, that's
17 almost a million-dollar purchase. And what they
18 gleaned from the conversation that we had when we
19 were last together in Beaufort was, the Court, I'm
20 paraphrasing, I'm not particularly interested in
21 making the golf course put up a million-dollar
22 net. So what is the alternative? What is the
23 alternative?

24 And so we mediated the case, and I'm not
25 going to get into the bitter detail of that. But

1 at the end of the day, we didn't get on the same
2 page. We didn't get on the same page, but we did
3 provide to the plaintiff a written summary of what
4 we were prepared to do, and that's included.
5 There's a letter right there in front of you
6 that's tabbed, a three-page letter of all the
7 measures that we were prepared to do. And if you
8 compare the letter that we transmitted to the
9 plaintiff and compared it against his expert
10 witness testimony, I don't mean to be petty, but
11 that testimony doesn't rise to the level
12 satisfying *Nelson vs. Piggly Wiggly*.

13 THE COURT: Do what?

14 MR. STEGMAIER: *Nelson vs. Piggly Wiggly*,
15 which essentially says an expert can't just make
16 up his own standard. There are no standards that
17 he articulates. It's essentially his own
18 preference. And the clerk of appeals told Brian
19 Durig, you don't just come into court and tell us
20 what your preference is about premises liability
21 and parking spots. And the trial judge, Judge
22 Cothran in that case, said, I'm going to exclude
23 all that testimony. The court of appeals upheld
24 it. We think that falls under that same admin. I
25 don't want to get wrapped around the axle about

1 that.

2 Let's assume for the sake of discussion,
3 the expert testimony that they elicited is
4 appropriate and we make admissible in a hearing on
5 the merits in this case. We have put forth to the
6 plaintiff our proposals. And one thing, when we
7 talk about injunctions, is this: When you look at
8 the case law --

9 THE COURT: Well, tell me -- just walk me
10 through the proposal.

11 MR. STEGMAIER: Yes, sir.

12 MR. ALFORD: Your Honor, may I say one
13 thing?

14 THE COURT: Yes.

15 MR. ALFORD: Again, you know, I end up --
16 I always thought that mediation was privileged and
17 confidential.

18 THE COURT: It is.

19 MR. ALFORD: If the Court -- there's a
20 lot of stuff I could say.

21 THE COURT: I would ask the question
22 anyway. Let me ask you this.

23 MR. ALFORD: That's fair enough.

24 THE COURT: Mediation, what you did, I
25 don't care. But if there's -- I'm going to ask

1 the question --

2 MR. ALFORD: Standard --

3 THE COURT: Ultimately, the same question
4 is going to get asked here today.

5 MR. ALFORD: Yes, sir. That's fair. I
6 guess -- could I say one thing, and I promise you,
7 if I stand again, you can yell at me.

8 THE COURT: I'm sorry.

9 MR. ALFORD: If I stand up again, you can
10 yell at me.

11 THE COURT: No, no. You know,
12 Mr. Alford, you and I have a relationship.

13 MR. ALFORD: I'm good. I'm always
14 getting in trouble.

15 The point I was making, Your Honor, yeah,
16 he made offers. Don't tell me what you're doing.
17 Do it. Stop hitting my building.

18 THE COURT: Let me tell you this: I'm
19 not really asking for offers. Just tell me what's
20 to fix and I guess that would be an offer, but let
21 me just listen to it to see the reasonableness of
22 it, and let me figure it out.

23 MR. STEGMAIER: I appreciate it. And
24 what I wanted was to chart the course. I have a
25 friend in Grand Rapids, Michigan. He's about 85

1 years old. He's been a trial lawyer his entire
2 life and says, at the end of the day, the lawyers
3 have to be the peacemakers. And so I'm going to
4 have a proposal for you, and you're the judge.
5 You get to say, *That's a great idea Stegmaier, or,*
6 *We're just past that, we're not going to do that.*

7 I recognize the Court narrated the
8 conversations as it relates to mediation settlement
9 discussions, all that, are otherwise inadmissible.
10 We're asking for anything to be admissible. But like
11 you just said, we're either going to talk about the
12 hearing or we're going to talk about the case. That's
13 the reality of the situation, so I'm prepared to go
14 through the proposal with you.

15 THE COURT: So go back to my question.
16 Tell me the fix that you would do.

17 MR. STEGMAIER: Yes, sir. So, I turn 53,
18 and I found out I can't read --

19 THE COURT: How old are you?

20 COLONEL LUNDGREN: 53 next week.

21 THE COURT: Oh, shut up.

22 MR. STEGMAIER: I can't read anything on
23 the paper.

24 MR. ALFORD: I got two new knees, Your
25 Honor.

1 THE COURT: I got one. How many you
2 have?

3 COLONEL LUNDGREN: One hip.

4 MR. STEGMAIER: I'm going to paraphrase.
5 I'm not going to read the entire letter to you.
6 But we transmitted to counsel back in February
7 corrective measures including changing the aim
8 points to the range, removing the long-drive and
9 driving challenge from the program, and we've
10 already done that. We've done that within the
11 last two months. Add additional highly visible
12 all-over net monitoring systems to the pro shop
13 and competition ball shack. Develop additional
14 bay reservation processes that would include,
15 among other things, limiting reversible bay
16 availability by number, time of day, and number of
17 days available to consolidate nine golfers. There
18 are golfers that are non-golfers.

19 THE COURT: Can I ask you a question?
20 You said you may comment with the institute this
21 one, which sounded like you're changing direction
22 a little bit.

23 MR. STEGMAIER: Yes.

24 THE COURT: What other, if any, have you
25 instituted?

1 MR. STEGMAIER: So I want you to --

2 THE COURT: What other, if any, have you
3 instituted? Any?

4 MR. STEGMAIER: Well, with regard to the
5 programs with the long dive and the driving
6 challenge, those have been removed from the
7 digital program.

8 THE COURT: Okay.

9 MR. STEGMAIER: The other thing too, not
10 to belabor the point, but we can keep track of
11 every ball that gets hit. It's all caught on
12 digital camera. They know where every ball
13 goes.

14 THE COURT: Are you kidding me?

15 MR. STEGMAIER: Yeah, they know where
16 every ball goes.

17 THE COURT: So since you have instituted
18 those two changes -- or three changes that you
19 just said, what is the difference in the balls
20 that are strained over to this gentleman's or that
21 side?

22 MR. STEGMAIER: I'm glad you asked me
23 that. So, there is a recognition on the part of
24 our client, so we're not -- you know, there are
25 bad actors in this world, and you deal with it all

1 the time. You know, we're not dumping sewage in
2 the Port Royal Sound. We're just running a
3 driving range.

4 And when they went to the Pro Tracer
5 programming in 2020 in the height of the pandemic
6 when nobody had anything else to do but recreate
7 apparently, they recognized that it became
8 intensively popular and there were balls coming
9 over the net.

10 And in 2021, there were six million balls
11 hit and there were 11,000 balls that went over the
12 net. And that was less than a percent. It was
13 73.

14 But we fast forward to today, with
15 measures that we've taken already -- we've changed
16 the tee boxes, we reoriented the tees as far as
17 what direction you hit in, things along those
18 lines.

19 Today, year to date, 1,234 balls have
20 gone over the net, which is on average three per
21 day.

22 Now, we recognize back in 2020/21, it was
23 20 plus a day. We know that. And we know that
24 that's not being a good neighbor.

25 And now it's 3.1 a day, which is less

1 than one percent. It's .12 percent of total balls
2 hit have gone over the net. We know where every
3 balls goes as far as that goes. And there's
4 really no argument about it, because of the
5 technology that exists.

6 And like I said, we prepared -- we proposed
7 additional measures that we were willing to take.

8 And one of the questions that you just
9 asked me was, all right, so what have you done so
10 far? The tees. They changed the tees. They
11 changed the direction of the tees. They altered
12 the program. They're prepared to do a lot.

13 What we want to do, just, if we can avoid
14 spending \$850,000, we would like to do that.

15 THE COURT: Sure.

16 MR. STEGMAIER: Because we've already
17 spent \$400,000 since 2020 trying to remedy the
18 situation.

19 So, again, not pouring sewage in the Port
20 Royal Sound, trying to be a good neighbor.

21 So, what the law doesn't require is for
22 us to change our position economically and
23 logistically and operationally in this
24 circumstance to where -- Mr. Alford's biggest
25 problem is, *Well, why don't you just go ahead and*

1 do it? That's not what the law requires. That's
2 not what the law prescribes. And, you know, what
3 we can suggest is --

4 THE COURT: Let me ask you -- I hear
5 you.

6 MR. STEGMAIER: Yes, sir.

7 THE COURT: It sounded like you made
8 great strides in an apology for that.

9 MR. STEGMAIER: Yes, sir.

10 THE COURT: But, even so, three balls a
11 day in my yard is much more than I would
12 anticipate that I would have to put up with. And
13 still -- how would you -- let me strike that.

14 I mean, how would you classify this
15 activity? I mean, would it be in the inherently
16 dangerous activity --

17 MR. STEGMAIER: No.

18 THE COURT: -- for the -- not golfing,
19 but for the people who live there and have golf
20 balls bouncing in their yard? Could it not fall
21 under that category potentially?

22 MR. STEGMAIER: So that would be a good
23 questions ordinarily. I imagine we had Professor
24 Flannagan as a professor in law school, and one of
25 his big sayings was, *Facts scribe in law*. So we

1 have to look at this particular dispute.

2 The last page of what I just handed to
3 you is a satellite image of the driving range with
4 Queens Grant on the other side of it.

5 One of the things that has somewhat
6 frustrated us, not the complaints, but one of the
7 things that frustrated us in this dispute is, our
8 property line extends past the net, but it is,
9 essentially, a zero-lot line as it relates to
10 Queens Grant.

11 THE COURT: So the figures -- let me ask
12 you this: Are figures that you're telling the
13 fence or the property line that the balls are
14 going by?

15 MR. STEGMAIER: Well, we will make the
16 argument because we think we can do the math that
17 once the ball leaves the net -- not everyone of
18 one these balls is hitting Colonel Lundgren's
19 house.

20 THE COURT: Of course.

21 MR. STEGMAIER: There are thousands of
22 square feet on the other side of that net that
23 belong to us that they treat as theirs because
24 there's a sidewalk there and along those lines,
25 but it's our property. It's out property, and so

1 we can't possibly trespass on our property.

2 So one of the arguments that we would get
3 into, not today, is they take the position that
4 you got all these balls coming over the net.
5 Well, that might be the case, but we would submit
6 in large part.

7 THE COURT: Is the area that I'm looking
8 at on your exhibit or your picture that says
9 property line, existing fence, that area in
10 between, is it part of any type of easement that
11 belongs to anybody or is it just straight
12 you-all's?

13 MR. STEGMAIER: Not to my knowledge.

14 THE COURT: That would be part of the
15 public record.

16 MR. STEGMAIER: The Greenwood Company,
17 Greenwood, owns all of this and they developed all
18 of this.

19 Our understanding is, and we can
20 certainly argue this with the title if I need to
21 round it up. It's not their property. They
22 didn't bring us an easement. It's our property
23 that we pay taxes on.

24 MR. ALFORD: Your Honor, we can see, just
25 so we can make it easy, there is a substantial

1 area and it's imperically, you know, platted.

2 THE COURT: Theirs.

3 MR. ALFORD: That's their property.

4 THE COURT: All right. The question I
5 have next is this: Of the property line -- I know
6 you have these figures, but where the property
7 line is, it's showing the edge of your property,
8 do your figures include those balls going over
9 that? Because I think that's where the issue is,
10 isn't it?

11 MR. STEGMAIER: To answer your question,
12 yes. So the ball -- the data we have provided to
13 you -- well, I'm not going to be answering your
14 question directly, but I'll explain in context.
15 The data that we have with the balls going over
16 the net, three per day, that's just going over the
17 net.

18 THE COURT: That's not falling in your
19 area -- your home area. That's going over the
20 property line.

21 MR. STEGMAIER: No, sir. That's just
22 going over the net.

23 THE COURT: Okay.

24 MR. STEGMAIER: They may be falling on
25 our property. They might be falling on the other

1 property.

2 THE COURT: So you just don't know.

3 MR. ALFORD: Your Honor --

4 MR. STEGMAIER: But we could calculate it
5 if we had to.

6 THE COURT: How can you calculate it?

7 MR. STEGMAIER: There's always an expert.

8 THE COURT: Yeah.

9 MR. STEGMAIER: I can find an expert. I
10 found an expert in Ohio who is able to calculate
11 all this.

12 THE COURT: And there's also people who
13 come in tell me stuff.

14 MR. STEGMAIER: I don't know if it helps
15 if I tell you he's a friend of Jack Nicklaus.
16 But, anyway, here's the headline, Judge: I am
17 trying to be the peacemaker.

18 THE COURT: I think you are. I'm not
19 disputing that.

20 MR. STEGMAIER: I understand. And so we
21 have -- this is what I would propose, if I'm
22 waving my magic wand -- and I will say this, you
23 got to -- and invited you to take jurisdiction for
24 as long as you want to take jurisdiction, or,
25 alternatively, we would consent to Judge Dukes. I

1 mean, however you want to do it.

2 THE COURT: I'm fine. However you-all
3 want to -- this is you-all's ball game, and if you
4 want Judge Dukes, I'm fine with him. He's a
5 marvelously good judge.

6 MR. ALFORD: I don't want to waste his
7 time.

8 MR. STEGMAIER: I'm not trying to steer
9 this away, but the reason why I make that
10 suggestion is -- this is leading up to my
11 proposal -- is, I'll be super candid, we do not
12 want to spend \$835,000 on a net if we can avoid
13 it. So, we have this proposal. We are willing to
14 live by it. And like I told Mr. Alford back in
15 February, we're willing to make this automatic.
16 You know, if you say, Stegmaier, make it happen.
17 We can put this into motion as early as next week.

18 What I would suggest --

19 THE COURT: Which is? Just tell me what
20 it is.

21 MR. STEGMAIER: Okay. And, again, it's
22 the letter that I --

23 THE COURT: And I haven't read it.

24 MR. STEGMAIER: I understand. This is
25 complete -- and, again, if I miss a detail, I

1 would reference to the letter as to what we are
2 willing to adhere to. Again, add the additional
3 aim points. One of those, in consultation with
4 what our expert says, there's an incredible
5 correlation and aim points and where the ball
6 goes. He's got a --

7 THE COURT: You can't help yourself,
8 brother. Give me the actual things. I got you.

9 MR. STEGMAIER: I was giving you context.

10 THE COURT: I know. I know.

11 MR. STEGMAIER: I understand.

12 Add additional aim points. Remove the
13 long drive and driving challenge. Add player
14 responsibility statement to the in bay monitoring.
15 This includes express directives and warnings to
16 players regarding over-the-net and air shots.

17 I'll say this, we got a pretty good
18 patronage. You'll see sometimes on, like,
19 Instagram --

20 THE COURT: Are these club members or
21 open to the public like the other one?

22 MR. STEGMAIER: Is it is open to the
23 public.

24 THE COURT: Okay.

25 MR. STEGMAIER: But these people are down

1 there playing golf in Hilton Head. It's not --
2 they're not -- you know, we're not -- they're not
3 out there -- it's not crazy town. So you will see
4 reels on, like, Instagram where people are
5 intentionally trying to hit balls over the net.
6 My representation is, the patronage people aren't
7 doing that.

8 Additional things we are willing to add.
9 Additional highly visible ball over the net
10 monitoring screens in the pro shop and long shot.

11 THE COURT: What does that mean? What
12 would that do?

13 MR. STEGMAIER: It would prevent more
14 contemporaneous warning if that somebody was --
15 you know, sometimes you just got -- you got a
16 situation -- I don't know what your experience in
17 golf is, but some days it's just not working for
18 you and maybe you are hitting the ball over the
19 net. What that monitoring would be able to do is,
20 they're already able to monitor the shots. This
21 would create an exigency if you just got --

22 THE COURT: That's not telling me
23 anything.

24 MR. STEGMAIER: You're able to better
25 tell faster if they're errant balls to where they

1 can correct the action. To where they can correct
2 the action.

3 THE COURT: Okay, I got you.

4 MR. STEGMAIER: And develop better
5 reservation systems. This means like what handed
6 are you? Are you left-handed or are you
7 right-handed? Do you golf a lot? Do you not golf
8 a lot? To where based on ability, based on
9 physical preference as far as golfing, they can
10 assign the particular days. Because more of the
11 balls -- we have found, the balls that are errant
12 are coming from left side of the hitting base.
13 That probably won't be a surprise to you.

14 If we can try -- if somebody, on the
15 other hand, is hitting right-handed, they're not
16 as not -- the tendency to hit over the net is
17 less. Same thing if you got somebody that's
18 really, really good at golf, they're not going to
19 probably shank it anywhere near as much.

20 Signage and user awareness. Install
21 signage on shared property line facing Queens
22 Grant and beyond this point is the property of the
23 golf course and the potential errant ball landing
24 area. We'll provide warnings as far as that goes.
25 Install signs along the golf path that runs down

1 the left of the range. Again, advising of the
2 fact that it's the driving range and there would
3 be the prospect apparent.

4 Alternatively, we can just close the golf
5 path. We can just completely close it off to
6 where there's no usage of the path.

7 THE COURT: That was something I was
8 about to ask. If I follow the property line --

9 MR. STEGMAIER: Yeah.

10 THE COURT: -- on the northern side of
11 this picture where it says property line --

12 MR. STEGMAIER: Yes, sir.

13 THE COURT: -- in that wooded area, that
14 is, if I understand what I'm hearing, open up for
15 the people in the development to walk the use.

16 MR. STEGMAIER: Yeah.

17 THE COURT: So if you were to fence that
18 off somehow and close that off so they can't go in
19 there --

20 MR. STEGMAIER: We can do that.

21 THE COURT: -- what would be -- that
22 seems to me --

23 MR. STEGMAIER: We can completely
24 prohibit anybody from using that property
25 driveway.

1 Right now --

2 THE COURT: I'm going to hear, Greg.

3 MR. STEGMAIER: We permit the use of that
4 property. That golf cart path, that path that
5 runs along parallel to the fence, that runs down
6 to the pool --

7 THE COURT: That existing fence, is that
8 that white area that I'm looking at?

9 MR. STEGMAIER: Yes, sir. That's a big
10 cart path. People use that to get to the beach
11 and other places. We can completely close that
12 off. We can fence all of that off.

13 And, you know, in talking with my client,
14 if -- you know, if we were to have to put up a
15 net, we was going to put it up on the property
16 line. We'll cease and desist any sort of
17 discussion.

18 THE COURT: Yeah.

19 MR. STEGMAIER: But my sense is, people
20 like using that property because they got dogs
21 they like to walk, they like that sidewalk in
22 order to get to other places on the property, so
23 that's a last-case scenario for us. But we're
24 prepared to do it in the interest of not having
25 anyone in the area that could possibly get hit by

1 a ball.

2 THE COURT: Let me stop you. I see Mr.
3 Alford jumping up and down.

4 MR. ALFORD: Just my new knees, Judge.
5 Your Honor, may I approach?

6 THE COURT: Yes, sir.

7 MR. ALFORD: May it please the Court,
8 this affidavit was filed as part of our motion.
9 Have you seen it? Mr. Lundgren's second
10 affidavit, and then this our expert's report.

11 THE COURT: Sure.

12 MR. ALFORD: Your Honor, the first thing
13 I would like to address for the Court --

14 MR. STEGMAIER: I don't know if I was
15 done.

16 THE COURT: I was done.

17 MR. STEGMAIER: You're done with me.

18 THE COURT: I'm done with you and I'll
19 let you come back.

20 MR. STEGMAIER: Yes, sir.

21 THE COURT: Thank you.

22 MR. ALFORD: Just briefly, so we can
23 shorten it, we are not -- we claim no rights, we
24 claim no injury from the balls that land on their
25 property. We don't count them. We disagree with

1 their data.

2 Before you is the sworn affidavit of our
3 expert, the sworn affidavit of Colonel Lundgren
4 that states the balls that he personally --
5 personal knowledge -- has picked up on Queens
6 Grant property. He does not -- he knows where the
7 line is. There's bars out there that show where
8 it is.

9 So, in other words, he talked a lot about
10 what happens on their property on this side of the
11 net, but that's not -- we don't have a right to
12 complain about that and we're not, and we don't
13 count them.

14 What we complained about is the number that
15 comes over. We have a material disagreement as to
16 numbers.

17 Before you, Exhibit B to the expert's
18 affidavit, which was Exhibit A to Mr. Lundgren's
19 affidavit done in February of '25, which the Court
20 precipitated has come back to is the count we
21 have. Personal knowledge. His count. I hope you
22 don't get mad but I brought you a box of golf
23 balls. I got a bunch of them.

24 THE COURT: Why do you always say you
25 hope I don't get mad? That just hurts my

1 feelings.

2 MR. ALFORD: I'm married, Your Honor. I
3 always say stupid stuff.

4 THE COURT: Right. Go ahead.

5 MR. ALFORD: What I'm saying is, we're
6 not -- again, we're trying real hard. Because I
7 know I can't -- I want him to run his business. I
8 want him to make a ton of money. Stop hitting us
9 with golf balls. That's all I care about. I
10 don't care -- why should we have to agree, okay,
11 if you implement these things that out of my
12 expert's report that we paid for, fine, even if
13 you do those things, that does absolve you of
14 liability. You hurt us, so we're not going to
15 sign some agreement and say, *Oh, yeah, if you do*
16 *these 10 things that are maybe going to work,*
17 *maybe if you do them right,* then I'm going into
18 his business. I don't want to do that. So I'll
19 release my claims if you say you're going to do
20 these things. No.

21 Respectfully, Judge, I don't know -- this
22 is strange because I really -- I think it's a bit
23 novel, the idea that somebody come up with a
24 narrowly tailored remedy at this point in the
25 case, very narrowly tailored if the Court were to

1 consider it. Not interested in shutting their
2 business down. My people aren't wealthy. A bond
3 would be significant. So that's not where --

4 THE COURT: So let me ask you, like I
5 asked counsel: Do you have a recommendations
6 other than a sky-high fence that costs almost
7 \$1 million to rectify the situation.

8 MR. ALFORD: Your Honor, I mean no
9 disrespect to you when I say this answer, what I
10 figured out is, I'm not that smart. I don't --
11 you were smart enough -- in the first hearing I
12 asked you to first figure it out.

13 THE COURT: If you-all are depending on
14 me, you-all are in a world of hurt.

15 MR. ALFORD: You said, I'm a duck hunter.
16 You ain't going to like -- none of you are going
17 to like what I do because I don't play golf.

18 Your Honor, I'm a terrible golfer. I
19 quit playing a long time ago. I am smart enough
20 to figure out left hand, right hand. I don't
21 care. I don't care what they do to fix it. It's
22 not my -- with respect, Your Honor, it's not my
23 job to come up -- that's the trap I fell in with
24 respect to them. I think I kind of fell into that
25 trap early on. Mainly, you know, my client

1 started fighting this thing as soon as it started
2 through the governmental -- you know, trying to --
3 I swear, Your Honor, I was the town attorney for
4 probably 16, 17 years. It shocked me to death
5 when the town wisely and without bureaucratic pass
6 through approved a much taller fence. So that's
7 the idea we came into this with.

8 Since getting into it, I don't care what
9 they do on their property. I care about these
10 people getting hurt and living in a place where
11 nobody goes out. They don't like it. It's scary.
12 I don't know -- so my intention -- my statement
13 is, I'm not asking you to stop their business. We
14 can't afford it. I mean, I'm serious.

15 What I'm asking the Court to do is to
16 please order them to stop hitting us with golf
17 balls and to find an appropriate sanction when
18 they do and it's imperically established. That's
19 what I would like to talk to the Court about.

20 Because it's sort of like -- I mean, can
21 we agree on one thing? Nobody has a right to
22 launch projectiles onto someone --

23 THE COURT: Let me say this with that
24 being said: Your client in some regard came to
25 the nuisance, by building next to an existing golf

1 course, everybody knows that lives on a golf
2 course, you're going to get an errant ball in your
3 yard on occasion.

4 MR. ALFORD: Yes, sir.

5 THE COURT: But you're not getting three
6 a day and hitting your house all the time.

7 MR. ALFORD: So we're getting -- if you
8 look at his numbers, which are personal numbers,
9 and these are behind the line on our property --

10 THE COURT: Right.

11 MR. ALFORD: It's a lot more. A lot more
12 than three. I, respectfully, disagree.

13 THE COURT: Okay.

14 MR. ALFORD: Mine are verified. Anyway,
15 even three, if it hits you on the head, one is too
16 many.

17 THE COURT: I think three is too many
18 too.

19 MR. ALFORD: And so -- can I address your
20 question, I think it's a valid one, about how you
21 came to this? Okay. Palmetto Dunes was a planned
22 unit development, developed as a whole by
23 Greenwood Development. Actually, a predecessor
24 but it's the same people. Good guys. Good
25 development. Nothing bad to say about them other

1 than this. It was designed in a way that
2 everybody could coexist next to each other.
3 Right? He set it up this way. His client set it
4 up this way.

5 Up until 2021, 2020 -- '21, that was the
6 change in use, Your Honor. The venue went from --
7 and I think the dollars will probably reflect it,
8 if I could ever figure them out. I don't know I
9 would, but, anyway, that change in use went
10 from -- if you go to the country club or the golf
11 course or whatever, you buy a little bucket of
12 balls. You go there and hit a few before you play
13 your round. That was the traditional use that it
14 was designed for.

15 They've changed the use, Your Honor.
16 It's not a driving range. It's a dang
17 entertainment venue. You get a shot of liquor and
18 do -- I mean, have at it. Have fun. Long-drive
19 contest. That's pretty funny. Let's see who can
20 hit that house. It happens.

21 And while I appreciate -- and I guess the
22 thing about -- you asked the question. No wonder
23 Mr. Stegmaier, you know, would be happy to have
24 another judge here, because you figure it out.
25 What have you done? What have you done? And the

1 answer is -- it's like you're holding back on
2 doing things that you ought to do anyway to try to
3 get me to concede something.

4 A responsible operator, they know what
5 these things are. They know what they're doing.
6 If he tells you he can count the balls going over,
7 knowingly -- Your Honor, there are emails -- I put
8 them in our original motion -- back and forth
9 between these guys. One says, *Yeah, man, we got*
10 *to do something. What do you guys do?* They were
11 just emailing back and forth with TopTrace. *What*
12 *do you do? Well, we'll make them sign this.*
13 *We'll make them sign that.* I mean, they know it's
14 a problem. But whose problem is it? Ours. It's
15 not a problem for them until we make them
16 accountable for it, Judge. You know, I'm not into
17 the victim mentality, but it's a tough man right
18 there.

19 THE COURT: Sir?

20 MR. ALFORD: That's a tough man right
21 there and he's scared. He's worn down right now.
22 It's free fire zone.

23 THE COURT: All right. Go ahead.

24 MR. STEGMAIER: Briefly, Judge, they
25 brought the suit. They're seeking injunctive

1 relief, a TRE. That's what they're seeking as far
2 as this goes. Case law clearly states, especially
3 regarding settlement discussions, we don't have to
4 change our economic provisions just to -- on our
5 volition just to satisfy them as far as that goes.

6 What we told them is, we are prepared to
7 make these changes to reduce the number that much
8 more. We are at three at this point in time.

9 And so what we have suggested, and I just
10 bring it all the way around to suggest this to
11 you: We have provided them -- we did two things.
12 Number 1, we did what you told us to do. You told
13 us to get together and try to provide a
14 resolution, so we did. We provided tangible
15 out-of-pocket what we're prepared to do.

16 THE COURT: Let me ask you this.
17 Mr. Alford made a good point. What you're willing
18 to do and what you've done. I've asked you a
19 couple things, what have you actually implemented
20 versus what you could do, and some things, short
21 of building the sky fence, for lack of better
22 terms, sound like they're pretty easy changes that
23 should be already implemented.

24 MR. STEGMAIER: Well, I don't want to be
25 argumentative.

1 THE COURT: I want you to be. I don't
2 care if you are.

3 MR. STEGMAIER: The case law -- I don't
4 want this to sound flippant when I respond to your
5 question, though. The law doesn't require us to
6 do that.

7 THE COURT: What?

8 MR. STEGMAIER: The law doesn't require
9 us to do that. The case law doesn't require us to
10 do that.

11 THE COURT: Let me ask you this: If I
12 shut you down saying -- I can't shut your business
13 because I'm not allowed to, but I can prevent you
14 from hitting balls on this property or making
15 there be a monetary or some type of sanction for
16 each event that you're violating.

17 MR. STEGMAIER: Yes, sir.

18 THE COURT: I think I can do that.

19 MR. STEGMAIER: Well, I don't want to be
20 provocative.

21 THE COURT: If you tell me I'm wrong, I
22 don't mind. I get told I'm wrong every day.

23 MR. STEGMAIER: I realize, having clerked
24 for an appellate judge, there's probably no more
25 powerful person in this state than a circuit

1 judge, or a district court judge. You and I are
2 not going to get into a scrape about your
3 jurisdiction. I recognize it's wide.

4 What we're trying to avoid is all of
5 that. Number one, I'll just say this, they
6 brought a summons -- there's a summons and
7 complaint. They sought a jury trial. They're
8 seeking money damages. They've got an at-law
9 cause of action. Their injunction count
10 technically is not legally cognizant. They can
11 certainly bring this motion. But you have a jury
12 consider an injunction. But the pleadings are
13 defective to begin with. I've been trying to fix
14 this all along as far as this goes.

15 What I want, if I'm waiving my magic
16 want, if you said, Stegmaier, *What do you want to*
17 *do to try to bring peace to this situation?* We
18 have outlined to them -- I think we deserve a
19 response to tell you the truth because you
20 directed us to get together. We're trying to get
21 together.

22 And so what I would say is this -- and
23 this is the only reason why I said maybe
24 Judge Dukes would be interested in this because
25 you got a lot going on here. I have zero

1 apprehension about us continuing to work together.

2 I want to make that completely clear.

3 But what I had suggested is, let's do a
4 30, 60, 90, 120, kind of, check-in with the
5 parties and the Court to see how it's going.

6 And --

7 THE COURT: I think that sounds fairly
8 reasonable.

9 MR. STEGMAIER: To me it's binary. It's
10 either one or zero. It's either going to work or
11 it's not going to work. And if we get to the
12 120th day, whether it's you or Judge Dukes, and
13 for whatever reason it's not working out,
14 Mr. Alford is going to renew his motion and then
15 do whatever they want to do as far as that goes.

16 THE COURT: Well, what if we do even a
17 step further? If it's still going on and that you
18 agreed it will stop then you agree to a total
19 injunction.

20 MR. STEGMAIER: No, sir. No, sir.

21 THE COURT: Let me tell you.

22 MR. STEGMAIER: For two reasons.

23 THE COURT: Let me tell you. This is
24 where you-all put me in a position. Before when I
25 said you-all get together and solve this thing,

1 because the options I have are draconian. Either
2 I'm going to let this man sit there or walk and
3 get cracked on the head with a golf ball or
4 somebody in his house or his house or his car, or
5 your business has got to stop tolling -- crossing
6 that line somehow and a simple way to come up with
7 it. And I think your idea is well-taken, let's
8 have it phased in. But at some point -- at some
9 point -- and I know you are not going to be in a
10 position to agree to it -- but at some point
11 they're going to say, it's got to stop. It's
12 going to stop.

13 MR. STEGMAIER: Well, I'm going to say
14 two things in response to that, and I've listened
15 to what you've said.

16 THE COURT: Sure.

17 MR. STEGMAIER: Two things as far as that
18 goes is, what the law prescribes is reasonability
19 not perfection. And so we're -- I don't think
20 we're ever going to get on the same page about it,
21 and maybe that's where we have to take testimony
22 from experts. There is a variance that exists.
23 You know, it can't be zero. It can't be zero
24 unless we build a dome, and I don't think the law
25 prescribes that.

1 So, what I say, Judge, yeah, we're not
2 going to agree as a condition of all this, we'll
3 just stop operating. Because I could never -- I
4 could never counsel my client and say we're going
5 to agree to zero because nobody's perfect. No
6 operation is perfect. Again, the law prescribes
7 reasonability not perfection.

8 The other thing is this --

9 THE COURT: And I'll tell you, reasonable
10 is not the beholder. I'll tell you what,
11 reasonableness is not walking out in my yard and
12 getting hit with a golf ball and having errant
13 balls come there multiple times. That is totally
14 unreasonable.

15 MR. STEGMAIER: So I'm glad -- and I
16 appreciate the fact you said that, and I
17 understand that, too, as well. I think the Court
18 is adroit when it says, well, you-all moved to
19 this. You understand.

20 THE COURT: I know. You moved to it.
21 You had a golf course with a driving range which
22 is the historic driving range. I'm not a golfer.
23 I'm a hunter. But I have played. I've gone out
24 golfing and I'm probably the one hitting it over
25 the fence.

1 MR. STEGMAIER: Yes, sir.

2 THE COURT: But there's vast difference
3 between someone going and hitting a couple golf
4 balls and then going and hitting a round of golf
5 and somebody sitting there drinking a glass of
6 liquor and having a business of driving balls,
7 driving balls. That's a totally different
8 concept. You came to that.

9 MR. STEGMAIER: Yes, sir.

10 THE COURT: So it's not the same thing.

11 MR. STEGMAIER: And to be fair to us, we
12 recognize that the business changed to some extent
13 and we spent \$400,000 trying to change it.

14 THE COURT: Yeah.

15 MR. STEGMAIER: You know, the other thing
16 I would say --

17 THE COURT: The problem is, it ain't
18 changed all the way. It's still dangerous.

19 MR. STEGMAIER: You and I -- you and I
20 are not going to argue, but --

21 THE COURT: That's fine if you want to
22 argue.

23 MR. STEGMAIER: But if you look at data,
24 it has changed substantially, substantially.

25 THE COURT: Even your own figures that I

1 was listening to down from, whatever, 20,000 --
2 which is commendable.

3 MR. STEGMAIER: Yeah.

4 THE COURT: I think it's good.

5 At the same time, the risk is still there.
6 It's unacceptable.

7 MR. STEGMAIER: So the only thing I want
8 to leave you with is this, again, my argument the
9 pleadings -- we got two things we got to worry
10 about. There's a legal vehicle that they're
11 trying to ride. We're in agreement. This is a
12 65-day motion. I had this conversation with you
13 earlier this week. That's what the pleadings say.
14 I have to be able to rely on the pleadings. You
15 can't -- it doesn't get to be fluid.

16 So we have to apply the standard. And
17 Colonel Lundgren can understand the standard is
18 the standard as far as this goes. So this is what
19 you're prosecuting.

20 And so I don't want to be provocative
21 about it, but, you know, they brought the summons
22 and complaint with this mixed equity and at-law.
23 They've asked for a jury.

24 There is remedy -- and I'll just say
25 this: With regard to property damage, when we

1 talk about one of the elements to the injunction
2 analysis is, is there a remedy that already
3 exists. Well, they brought a claim. They brought
4 a claim for property damage. We can resolve that.
5 We can resolve that.

6 The other thing too is this: Fear isn't
7 necessarily an element that courts take into
8 account with regard to injunction. That's a
9 technical argument as far as that goes.

10 THE COURT: You know, I can just tell you
11 this, I hear you, and everything I heard you tell
12 me all day long, is avoidance of coming to the
13 realization that you got a problem, that you
14 created a dangerous condition out there. And you
15 want, somehow -- and you can't. I understand you
16 represent your client, but you got a dangerous
17 condition even if it's down to 1,000 balls or
18 whatever. It's still dangerous. It's still
19 dangerous, and I don't know how else to tell you
20 that. I mean, I'm sitting here from my
21 perspective --

22 MR. STEGMAIER: I understand that.

23 THE COURT: And saying, you know, my job
24 is not -- obviously, you can't put an ongoing
25 business out of business. But, at the same time,

1 somebody is going to get killed out there, and I
2 said it before. And it's going to be whatever
3 happens at that point.

4 MR. STEGMAIER: Well --

5 THE COURT: You keep running away from
6 the issue in some regards, at least it seems to
7 me. I mean, I hear what you're saying.

8 MR. STEGMAIER: I understand.

9 THE COURT: But I would have thought that
10 the implementation of these things would have been
11 done before that.

12 However, I do really like your concept of
13 20, 60, 90, 120, something like that, and let's
14 see what happens with you implementing these
15 changes instead of me having to do a draconian
16 stop.

17 I'm going to hear you, Greg.

18 I think that's the reasonable thing to do
19 to try to implement it. But hold back and saying,
20 *No, we're going to do this if*, is not the way to
21 go about it, in my view.

22 MR. STEGMAIER: The only thing -- we can
23 live with that. We can live with that. And what
24 I would say is, we can get to the 120 days, we
25 either satisfied them or not. I mean,

1 collectively, we're either satisfied or we're
2 satisfied and we can move on, as far as that goes.
3 Not to be trite, but let's give peace a chance as
4 far as this goes.

5 And, you know, the only thing I would say
6 about this, I was liking it to almost just a
7 mediated settlement. All I do is defend case.
8 All I do is defend cases. And so when I'm on the
9 other side and they're all personal injury
10 disputes, you know, when I make an offer to try to
11 settle the case, I'm want a response. You know,
12 when you get them -- I want to back and forth to
13 where all we're trying to do is the magnets --

14 THE COURT: Here's, kind of, the problem
15 that I see.

16 MR. STEGMAIER: Okay.

17 THE COURT: Is the danger of what's going
18 on is still there. And it's been lessened and
19 that's good, but the danger is still there and
20 it's still at an unacceptable level in my view.

21 MR. STEGMAIER: Yes, sir. And that's a
22 valid -- I mean, you're the judge. That's your
23 view.

24 THE COURT: This is my view. And so what
25 do I do about it in the meantime? That's the

1 tough part for me. I can come up with something
2 that you-all probably won't like. And you
3 probably won't like it because it's going to cost
4 you a bunch of money because a bond is not going
5 to be cheap. I mean, when I was a lawyer, when I
6 had somebody who was going to get a TRO against
7 me, my think was, Judge, give them a high bond so
8 I can try to skirt around it that way, because
9 sometimes I was able to.

10 MR. STEGMAIER: Yes, sir.

11 THE COURT: But you do have an ongoing
12 business. They are making money. And that bond
13 is going to have to recognize that.

14 MR. ALFORD: Your Honor, I do. I will,
15 respectfully, they site in their memorandum --

16 MR. STEGMAIER: Can I -- I'm sorry. I'm
17 going to stop talking. I'm going to sit down.

18 THE COURT: I don't believe you, but go
19 ahead.

20 MR. STEGMAIER: Unless you invite me to.
21 Judge Andrews used to say, when people get up and
22 argue to the court of appeals, if you can't win a
23 case in argument, you sure can't lose it. So I'm
24 going to stop after this. I would say this, we
25 got a letter with a proposal. We're prepared to

1 memorialize that into some sort of consent order
2 or some sort of consent agreement with a 30-, 60-,
3 90-, 120-day checklist to where a circuit judge,
4 the presiding circuit judge, if that's you or
5 whomever, where we get together and we look at the
6 data, we have a civilized conversation, and we get
7 to the 120 days, it's either going to work or not
8 work and then the court has to move on as far as
9 that goes.

10 THE COURT: All right. That sound
11 reasonable. Why would that not be, Greg?
12 Mr. Alford, I'm sorry.

13 MR. STEGMAIER: That's fine, judge.

14 MR. ALFORD: Thank you. You know, I
15 don't want to do this, because I know I'm going
16 to -- it's funny how people have essence of
17 reasonableness when they're standing in front of
18 somebody who's asking hard questions. The
19 mediation, you know, he made a proposal, and, no,
20 about that. How's that for an answer. No, thank
21 you. Respectfully.

22 Do what you got to do to run your
23 business. I will not -- I will not -- the
24 Court can do it, but I am not going to bind my
25 clients to say, *Okay, if you try these things --*

1 THE COURT: Hang on for a second. You
2 brought the case.

3 MR. ALFORD: I did.

4 THE COURT: You have the burden of proof.

5 MR. ALFORD: I absolutely do. I believe
6 I met it, Your Honor.

7 THE COURT: So in order to get relief,
8 you got to establish the burden. You can't just
9 say, I'm going to go out here and just walk away
10 and walk away from it. He's presenting you with
11 what I think to be somewhat of a reasonable
12 alternative without binding anybody. Let's see if
13 it works. If it doesn't, then we'll sit down
14 again.

15 MR. ALFORD: I guess what I'm saying to
16 the Court, respectfully, what was represented to
17 us was, here, we'll do these things and the case
18 settling. I can't do that. I can't do that.

19 So, Your Honor --

20 THE COURT: I won't disagree with that.

21 MR. ALFORD: I'm okay with -- I could
22 tell --

23 THE COURT: Let me -- go ahead.

24 MR. ALFORD: I can go with some step
25 process. I would have hoped --

1 THE COURT: Do you-all think -- do you
2 think, both of you think that you-all can come up
3 with this 30, 60, 90, 120, or whatever time --

4 MR. ALFORD: It's got to be pretty --

5 THE COURT: Without binding anybody with
6 an attempt to see where we are?

7 MR. STEGMAIER: Yes, sir.

8 MR. ALFORD: Yes, sir.

9 How about, Your Honor, if the Court would
10 entertain it, that we would say, okay,
11 respectfully, you-all initiate -- anything they
12 want to do, do it. Again, I'm smart enough to
13 know that I'm too dumb to figure out golf ball
14 flights.

15 And, respectfully, Your Honor, I think
16 for the purposes of the motion, you got to go with
17 his number, because I think you got to look at --
18 it's almost like a summary judgement kind of
19 standard. Our numbers are much higher. This
20 man's numbers are.

21 Having said that, that's an evidentiary
22 issue that, you know, we can beat each other to
23 death over.

24 I am -- I would ask respectfully, because
25 we've been doing this a while --

1 THE COURT: Yeah, you have. And kicking
2 the can is kind of what it sounds like.

3 MR. ALFORD: My clients are ready -- they
4 -- it's hard for normal people to understand that
5 litigation takes a lot of time. A lot of times
6 the injury has already occurred and it's over.
7 It's even harder when it's daily. What is this?
8 Why can't I get relief? What is going on?

9 THE COURT: All right.

10 MR. ALFORD: So I would ask the Court,
11 respectfully --

12 THE COURT: I'll make a decision.

13 MR. ALFORD: No, sir. I like the idea of
14 some type of -- I think it's a sensible approach.
15 I don't want to be this guy that's, you know, too
16 hardheaded and misses an opportunity to fix
17 something.

18 So what I would ask that if we're going
19 check in every 30 days, if the Court would
20 entertain us, by phone, whatever makes the Court
21 happy. But I also ask that there be some -- I
22 need to know at the end of 30 days, okay, we're at
23 30 days, nothing has changed. Defendant, this is
24 what you got to do.

25 THE COURT: Well, let me say that: I

1 would -- I'm glad to keep it and I'm glad to check
2 in and I'm happy for either side to say, look,
3 we're going to pull the plug. This is not
4 working. I've gone over more than I can do. I
5 don't want to do anymore. If you say they're not
6 doing enough, I'll pull the plug and then I'll
7 make a call any time you ask me to make it. If
8 you-all work it out, great. If not, I will make a
9 decision.

10 MR. ALFORD: Yes, sir. But is it --

11 THE COURT: I'll make it right now, if
12 you want to. Not right now, but . . .

13 MR. ALFORD: You know, if the Court -- if
14 we're ultimately going to talk about -- I just
15 want to talk about the Ware case just for the
16 case. Unpublished opinion, but pretty smart
17 stuff. They shut down the Beaufort County ferry.

18 THE COURT: They shut down the what?

19 MR. ALFORD: Your Honor, if I may? It's
20 unpublished, but he ferry that runs through
21 Daufaskie Island, Beaufort County is running a
22 ferry. They put a public dock in a neighborhood.
23 The neighborhood went nuts, you know, for all the
24 nuisance. Judge Pope ruled that -- he imposed a
25 remedy of moving it, shut it down. Court of

1 appeals looked at it and said, you could have
2 tailored the remedy without such an extreme -- in
3 other words, there were things that the Court
4 could have done, requirements, limits, and things
5 like that could have been imposed short of
6 shutting it down.

7 I'm here asking for that. They're not
8 going to go over -- I mean, in other words, I ask
9 for that. And along those lines, I'm happy to do
10 -- I'm happy to try the check-point thing, but I
11 have to go back to my client with something. And
12 I have to have some --

13 THE COURT: Can I ask a question?

14 MR. STEGMAIER: Yes, sir.

15 THE COURT: Looking at your photograph
16 that you gave me --

17 MR. STEGMAIER: Yes, sir.

18 THE COURT: -- where is the defendant's
19 property in relationship to the --

20 MR. ALFORD: I got it for you, Judge.

21 MR. STEGMAIER: I'm sorry, sir. What was
22 your question?

23 THE COURT: Where's the defendant's
24 property?

25 MR. STEGMAIER: Mr. Alford has got that.

1 THE COURT: I will bet, based on your
2 numbers, there is a certain area that gets 75
3 percent of the balls.

4 MR. ALFORD: Absolutely. It's his and
5 his neighbor's. In fact, Your Honor, what I
6 passed up to the Court, the spread sheet with the
7 red, it totals at the bottom the two primaries.

8 THE COURT: So if that's the case, is
9 there any way to tailor some kind of screen that
10 nails that, as opposed to some of kind of huge --

11 MR. STEGMAIER: What I would say is
12 this -- because I like the track we're on, Judge,
13 I guess what I would say is this: I'm am
14 delighted to draft the order and I will circulate
15 it, obviously. And what I would want to record is
16 that our client would consider, you know, if
17 there's a place along that net line where it could
18 be higher, that we would at least consider that.

19 THE COURT: Yeah.

20 MR. STEGMAIER: And give you the data
21 from a financial standpoint, as well as a
22 necessity standpoint. I think that's a reasonable
23 ask by Mr. Alford.

24 THE COURT: The \$1 million fence that you
25 have, does that go around the entire --

1 MR. STEGMAIER: Yes, sir.

2 THE COURT: So you're talking about
3 probably --

4 MR. STEGMAIER: We raised that net
5 again.

6 I haven't talked with my client about
7 this.

8 THE COURT: I'm not asking you to.

9 MR. STEGMAIER: I'm just, kind of,
10 free-styling. You know, me talking with them just
11 personally face-to-face, like, after all this, all
12 right, let's figure it out. We put a 10-foot,
13 20-foot, 30-foot-long line, how much is that going
14 to cost?

15 THE COURT: Yeah.

16 MR. STEGMAIER: Now, just playing it out,
17 because I don't want to spoil anything here, it's
18 like \$400,000, we might have to talk about that.
19 But if there's another remedy. We'll be fine with
20 that.

21 The other thing too, I don't want to be
22 provocative because I think we're on the right
23 track, I don't have any affidavits or anything
24 else. All I got is Colonel Lundgren's
25 affidavit.

1 MR. ALFORD: And our expert's affidavit.

2 MR. STEGMAIER: Well, I mean -- but, you
3 know, he doesn't live out there.

4 This is actually, for all intents and
5 purposes, Colonel Lundgren's action against us. I
6 want to put that aside.

7 But I want us to keep that in mind as we
8 talk because I don't want to spoil anything
9 because we want to fix this. Our people are not
10 in the business of litigation. We'd like two
11 things. Number 1, we like to get to the point
12 where everyone is happy, and if there's property
13 damage claims, this was on the property damages
14 claims. There's insurance to pay for that, and we
15 haven't even gotten into that discussion. We can
16 resolve the property damage claims.

17 But I understand, as it relates to the
18 injunctive relief, we just want to find a cure.

19 What I would say to you is this: Within
20 that order, I will put our people will strongly
21 consider and report back where that would
22 potentially happen and how much it would cost. We
23 can do that.

24 When I'm sitting in my office over the
25 weekend --

1 THE COURT: That doesn't tell me
2 anything.

3 MR. STEGMAIER: Well, I guess what I will
4 say, Judge, is this -- because you signed anything
5 yet. Over the weekend, I'll think of something
6 fancier to say. I'm kind of having to think on my
7 feet about that.

8 THE COURT: Well, what if -- I would
9 rather have me looming in your background and not
10 having an order other than me telling you guys you
11 got to get it fixed. And I'm going to issue an
12 order at the end of the day that I'm going to
13 fashion that probably neither one of you are going
14 to like a whole lot. But in the meantime -- and
15 that would be done on the 120th day if you-all
16 haven't resolved it.

17 MR. STEGMAIER: That would certainly be
18 appropriate.

19 MR. ALFORD: Your Honor, I think it's
20 sort of like Jerry Clower said.

21 THE COURT: But this gentleman, he's up
22 there saying, *Why in the hell I got to sit back*
23 *here and wait again.* I understand that.

24 MR. STEGMAIER: Yeah.

25 MR. ALFORD: And I have a board. It's

1 not just this gentleman. There's a board of
2 directors that live there.

3 MR. STEGMAIER: I would like to follow
4 the track, understanding that you got,
5 potentially, the ace card at the end of the day.
6 I understand that. I don't -- I don't challenge
7 your authority as far as that goes.

8 THE COURT: I believe you.

9 MR. STEGMAIER: I would like the chance
10 to do what we have suggested.

11 THE COURT: And let me say this to you --
12 let me say this to you --

13 MR. STEGMAIER: Yeah.

14 THE COURT: -- the idea of holding it
15 out, barring them signing a release, is not going
16 anywhere.

17 MR. STEGMAIER: I understand that. We
18 never said that.

19 THE COURT: Okay.

20 MR. STEGMAIER: There was a
21 miscommunication. We don't -- we recognize there
22 are at-law causes of action that exist that remain
23 live. We're not making anybody sign a release, or
24 anything like that. We're trying to cure the
25 injunction piece of this. I recognize that,

1 Judge.

2 Nobody is holding over Colonel

3 Lundgren --

4 THE COURT: So today --

5 MR. STEGMAIER: Yeah.

6 THE COURT: -- what would you -- can you
7 commit your client to immediately put into effect
8 right now?

9 MR. STEGMAIER: Right now?

10 THE COURT: Yes, sir.

11 MR. STEGMAIER: Everything that's in that
12 memo, we can commit to.

13 THE COURT: What is in that letter?

14 MR. STEGMAIER: Okay. It's in the tab.
15 And what we would be prepared to do is memorialize
16 it in an order. Add the additional aim-point
17 targets to the range. We've already removed the
18 long-drive and driving challenge, but we would
19 certainly incorporate that in any sort of order.
20 Add player responsibility statements to the in-bay
21 monitors. Operational changes in monitoring. Add
22 additional, highly visible, ball over-the-net
23 monitor screens to the pro shop and TopTracer ball
24 shack. That goes back to the more contemporaneous
25 alarm about balls over the net, sir. Develop

1 additional bay reservation process that would
2 include limit reversible bay, reserve bay
3 availability by bay number, time of day, number of
4 days available to seven days, and put non-golfers
5 to the middle of the range. So if you are just a
6 hacker or just a recreational golfer, you're going
7 to be in the middle or on the edge, you won't be
8 left side. Restrict left-handed reservation-only
9 golfers to the right bay of the center.

10 Number 3, signage and user, install signs on
11 shared property fence line, and then install the cart
12 path signs on the cart path.

13 THE COURT: How long would it take you to
14 get a bid to -- or a figure to come up with a
15 fence that covers up that particular area where 75
16 percent of the balls go?

17 MR. STEGMAIER: I'm not going to be cagey
18 with you because I don't know, because we're going
19 to have to do that math.

20 THE COURT: Sure. I'm not committing you
21 to making it get done, by making you do that.

22 MR. STEGMAIER: I'm committed to getting
23 that.

24 THE COURT: These things -- that sounds
25 all great, but that's not really a whole lot of

1 anything, quite frankly.

2 MR. STEGMAIER: Well --

3 THE COURT: It's not, okay. But, you
4 know, coming up with a cost for the fence that
5 would block 75 percent of the balls, just look at
6 that.

7 MR. STEGMAIER: Yes, sir.

8 THE COURT: And not commit yourself to
9 doing it, but just get that, share it, and see
10 what it comes up with.

11 MR. STEGMAIER: Sixty days, sir.

12 THE COURT: All right.

13 MR. STEGMAIER: Sixty days.

14 THE COURT: I tell you, I'm going to make
15 a decision on this case. I'd rather it be
16 something that we all are on the same page with,
17 including you -- is it General, Colonel?

18 COLONEL LUNDGREN: Private.

19 MR. ALFORD: Private now.

20 THE COURT: My dad was in World War II
21 and Korean War. It was Marines. Thank you.

22 But if not, I would be glad to make a
23 decision.

24 MR. ALFORD: Your Honor, here's my -- I
25 hate -- I think I said it.

1 THE COURT: Yes.

2 MR. ALFORD: The measures that are
3 proposed, that was my -- right out of my expert
4 witness's set of proposals. You can try these.
5 Most of my things. So try these.

6 In my respectful position, they should be
7 doing that anyway. Right? I mean, if you got
8 problems, try to be a good -- the minimum. But
9 they haven't. He assures me they will, great. Do
10 it. Please. I love you. Thank you.

11 But I kind of fall into this thing of --
12 and I don't mean this disrespectfully -- I don't
13 care what they do. Whatever works, do it, please.
14 Please. I sometimes --

15 THE COURT: Well, let me ask you this --

16 MR. ALFORD: Yes, sir.

17 THE COURT: If we commit ourselves, I'll
18 stay on this case until the 120 day, and I'll make
19 a TRO decision. The other judges down there are
20 certainly more intelligent than I am and they can
21 do a lot better than I can, but let's keep doing
22 the report in.

23 The immediate things that you said you were
24 going to do --

25 MR. STEGMAIER: Yes, sir.

1 THE COURT: Tell them to implement those
2 right away, and let's check it. We'll have a call
3 in. I'll be glad -- I'll meet any time you want,
4 and then we'll see because maybe 120 days from now
5 we ain't got a problem.

6 MR. ALFORD: That would be great. That
7 would be wonderful.

8 MR. STEGMAIER: I guess what I would say,
9 and I want to be clear, I love it. I love it. So
10 are we continuing?

11 THE COURT: I'm going to hold issuing my
12 order until 120 days unless either one of you say,
13 this is not going to work, go ahead and issue an
14 order. If you ask me before then, I will issue my
15 order.

16 MR. ALFORD: Your Honor, if I may, would
17 the prior -- to the extent the Court issued an
18 order, I would want to provide the Court with
19 evidentiary support, that it feels appropriate to
20 do so.

21 THE COURT: I'll tell you what, if either
22 one you asked, then I will just reconvene a
23 hearing. You bring your witnesses, you bring your
24 witnesses --

25 MR. ALFORD: Thank you, sir.

1 THE COURT: -- and that way we'll have a
2 full-blown hearing.

3 MR. ALFORD: We need a record.

4 THE COURT: I want to hear the financial,
5 because this is going to cost -- the bond isn't
6 going to be --

7 MR. ALFORD: Yes, sir. But I also want
8 the Court to consider the where -- the directives
9 where the Court is headed with that stuff. Not
10 the most extreme. Something -- and it comes from
11 this place where it could trap somebody into not
12 being able -- like you said, a good lawyer can go
13 get a high bond and this guy is stuck and then
14 somebody gets killed.

15 THE COURT: I got you. I understand that
16 he's not -- I understand.

17 MR. ALFORD: Thank you.

18 THE COURT: I do.

19 MR. ALFORD: And I think that --

20 THE COURT: And the bond will recognize
21 that. But, at the same time, it's got -- just,
22 you can't do a \$100 bond.

23 MR. ALFORD: Understood.

24 MR. STEGMAIER: And just what I would
25 say, for our check-ins, by request, if we could do

1 it by Webex.

2 THE COURT: Yes.

3 MR. STEGMAIER: The last time I was in
4 the ocean and that went off the rails.

5 THE COURT: I agree. We can do Webex
6 until we have the hearing. You know, I don't mind
7 coming to you guys if you-all can get me down
8 there. We can set up a time during an off week
9 and I'll come down during a chambers week or
10 something.

11 MR. STEGMAIER: I'm in Columbia.

12 THE COURT: I hate Columbia. I don't
13 want to go there.

14 MR. ALFORD: I would like, if we could,
15 Your Honor, maybe 30 days from now, or roughly 31,
16 20, however that shakes --

17 THE COURT: Do a Webex conference?

18 MR. ALFORD: Yes, sir. Please, please.
19 And then I feel like we could keep it on the --
20 because I got to keep this on the burner.

21 THE COURT: Yeah, you do.

22 THE COURT: Hey, guys, let me tell you
23 something, I know it sounds like I'm kicking it
24 down the road, and I am a little bit, quite
25 frankly, but if I can get it done where everybody

1 is working together, it's probably the better part
2 of prudence than me issuing an order that he's
3 going to appeal and you're going to fight and it's
4 going to be -- whatever.

5 MR. STEGMAIER: Yes, sir.

6 MR. ALFORD: I do have the authority for a
7 \$10,000 bond now.

8 THE COURT: Well --

9 MR. ALFORD: I realize that's -- I
10 understand.

11 THE COURT: That's probably not going to
12 be. It's going to be more expensive.

13 MR. ALFORD: It would cover the putting
14 green.

15 THE COURT: Let me say this: 30 days, I
16 want you -- your clients to understand, I think
17 what they're doing is extraordinarily dangerous
18 for the neighborhood.

19 MR. STEGMAIER: Yes, sir.

20 THE COURT: I don't think they came to
21 the nuisance -- like the old saying is -- because
22 it was not the same use going on out there, so
23 it's a change.

24 At the same time, you live next to a golf
25 course, and so there's a certain number of errant

1 balls you're going to have to learn to live with.
2 It's not a hundred percent. If we can work it
3 out, great. If not, I promise you I will issue an
4 order along the lines I'm talking about.

5 MR. STEGMAIER: I understand, sir.

6 THE COURT: Okay.

7 MR. STEGMAIER: And I guess --

8 THE COURT: You're doing a good job
9 keeping me from issuing an order right now.

10 MR. STEGMAIER: I appreciate that. And I
11 appreciate your accommodation. Like I said,
12 including myself, everybody has a role to play.
13 I'm putting myself in the position, none of this
14 is happiness for you. You got to do something. I
15 recognize that.

16 I appreciate you listening to us, and I
17 appreciate the ability to try to work towards the
18 peace.

19 THE COURT: Thank you-all for coming. I
20 know what you want to do. Let me tell you --

21 MR. STEGMAIER: Water under the bridge.

22 THE COURT: -- you and I are such a
23 stickler, I just look and, you know, god dang it,
24 they agreed on it. Let's just go.

25 MR. STEGMAIER: I know.

1 THE COURT: But otherwise, those go into
2 effect immediately today, what you just said,
3 right?

4 MR. STEGMAIER: I mean, I'll call them.

5 THE COURT: I mean -- yes.

6 MR. STEGMAIER: I'll call them ASAP.

7 THE COURT: Yes. All right. Thank you.

8 MR. STEGMAIER: Thank you.

9 THE COURT: All right. Guys, 30 days.

10 MR. ALFORD: Yes, sir.

11 THE COURT: Appreciate it.

12 (The hearing was concluded.)

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CERTIFICATE OF REPORTER

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I, SHARON G. HARDOON, Official Circuit Court Reporter, III for the State of South Carolina at Large, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the hearing of the captioned case, relative to appeal, in the Court of Common Pleas for Beaufort County, South Carolina.

I do further certify that I am neither kin, counsel, nor interest to any party hereto.

August 4, 2025



Sharon G. Hardoon, CSR
Official Circuit Court Reporter, III