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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

The Honorable Michael G. Nettles, Circuit Court Judge

Appellate Case No. 2026-001955

Sunset Lodge, LLC, and Franklin D. Beattie, as trustee of The Franklin D. Beattie Preservation Trust, and M. Baron Stanton, Plaintiffs,

v.

Town of Pawleys Island, Defendant,

Of which Sunset Lodge, LLC and Franklin D. Beattie, as trustee of the Franklin D. Beattie Preservation Trust are the Petitioners-Respondents,

and

Town of Pawleys Island is the..... Respondent-Petitioner.

**TOWN OF PAWLEYS ISLAND'S REPLY
TO PETITIONERS-RESPONDENTS LANDOWNERS' RETURN**

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INTRODUCTION

Respondent-Petitioner Town of Pawleys Island (“Town”) hereby submits its Reply to the Petitioners-Respondents Sunset Lodge, LLC and Franklin D. Beattie, as trustee of The Franklin D. Beattie Preservation Trust (“Landowners”)’ *Return to Respondent-Petitioner Town’s Petition for Certiorari*.

ARGUMENTS

The Landowners’ Return continues their long-running approach of making broad, acrimonious accusations against the Town and its current and former officials without any meaningful reference to the record. This unfocused approach threatens, whether intentionally or not, to distract the Court from the actual narrow purpose of the appeal: the review of a circuit fee award for any error of law or abuse of discretion. The Town continues to deny Landowners’ sweeping and unsupported allegations about its conduct. In this Reply, as set forth below, the Town responds to certain specific matters in the Landowners’ Return.

I. The record does not support Landowners’ position regarding the question of “necessity”.

As explained in the Town’s Petition, the merits of the question of the “necessity” of the easements was not addressed by the circuit court, has no bearing on the relevant question of review of the fee award, and was outside the scope of review of the Court of Appeals. Nonetheless, the Town does take this opportunity to briefly reply to Landowners’ argument that the Town’s performance of a renourishment project without these three easements demonstrates that the easements are not necessary (see, e.g., Landowners’ Return pp.15, 20). Landowners’ position mischaracterizes the record and summary judgment order. While that order notes that the Town eventually performed the initial work without federal funds (or these three easements) (R.p.68-69), the purpose of pursuing the easements was and is to become eligible for long-term federal

assistance. Footnote 2 of the summary judgment order describes the Town's position that it is pursuing a partnership with the Army Corps to be eligible for federal renourishment assistance over a period of decades. (R.p.69). This "necessity" question simply was not addressed on summary judgment, had no impact on the question of reasonable fees and, respectfully, should not have been addressed *sua sponte* by the Court of Appeals in its review of the fee award.

II. The record does not support Landowners' position regarding the question of Army Corps requirements.

As explained in the Town's Petition, the merits of the question of what the Army Corps requires for federal renourishment projects was not addressed by the circuit court, has no bearing on the relevant question of review of the fee award, and was outside the scope of review of the Court of Appeals. Nonetheless, the Town does here briefly reply to Landowners' argument that the question of Corps requirements was addressed by the circuit court on summary judgment or otherwise conclusively established in the record (see, e.g., Landowners' Return pp.21-22). The question is not, as suggested by Landowners, whether the lengthy pleadings or the massive record they created ever mention the Army Corps in any capacity. Instead, the reality is that the summary judgment order simply did not address this issue. That is unsurprising, given that the Landowners' summary judgment motion does not even mention the Army Corps (R. p.429). This question of Corps requirements had no impact on the question of reasonable fees and, respectfully, should not have been addressed *sua sponte* by the Court of Appeals in its review of the fee award.

III. Landowners' misapprehend the Town's position on the de novo review performed by the Court of Appeals.

The Landowners state in their Return that the Town does not take exception to the de novo scope of review applied by the Court of Appeals (Landowners' Return p.25). This does not accurately describe the Town's position. The Town's position has consistently been that, absent any error of law or abuse of discretion, de novo review is not permitted and the Court of Appeals

should instead defer to the circuit court's findings of fact. Horton v. Jasper Cnty. Sch. Dist., 423 S.C. 325, 331, 815 S.E.2d 442, 445 (2018); S.C. Dep't of Transp. v. Revels, 411 S.C. 1, 8, 766 S.E.2d 700, 703 (2014). Here, the circuit court made no error of law or abuse of discretion and, accordingly, the Court of Appeals should not have modified the fee award. Even if there had been some error in the *fee award*, this would not empower the Court of Appeals to engage in de novo review of the disputed merits of factual issues involved in the *summary judgment* proceedings.

IV. Landowners misapprehend the circuit court's summary judgment order regarding the issue of the Town's dealings with other easement grantors.

As is undisputed, approximately 110 other property owners voluntarily signed the easements that the Landowners found objectionable. Landowners' Return makes numerous unsupported claims about the Town's dealings with those other property owners. For example, the Return begins with a claim that the Town engaged in a "hoax" and "'gaslighted,' cajoled, stampeded, and threatened" these other landowners. (Return p.1). These claims do not reflect reality¹ and are not supported by the record. Specifically, in the summary judgment order, the circuit court's discussion of the Town's dealings with other property owners was limited to its findings that "[t]he Town, when soliciting similar easements from other owners, described what it seeks as being for 'beach renourishment,' with no reference to the other objected-to encumbrances", (R. p.65), and that "[s]imilar easements were sought in this manner for only about half of the Town's overall renourishment project." (R. p.67). As with the other issues discussed above, although this claim is repeatedly raised by the Landowners, it has no bearing on the relevant question of review of the fee award. Nonetheless, given the seriousness of the Landowners'

¹ There is no indication in the record, and no claim by Landowners, that any other property owners have objected to these easements, despite the fact that this litigation and the Landowners' objections and allegations have been well publicized in the community for the past several years. The fact that 110 other beachfront owners signed the easements indicates the depth of support for the Town's efforts and a federal partnership.

allegations, the Town does take the opportunity to clarify for the Court the limited manner in which the circuit court actually addressed the issue in its summary judgment order.

CONCLUSION

For the reasons set forth above, Respondent-Petitioner Town of Pawleys Island respectfully asks that the Court deny the Landowner's Motion and Petition for Mandamus and Writ of Certiorari, and instead grant the Town's Petition for a Writ of Certiorari to review and correct the errors identified therein.

Respectfully submitted,

s/ William C. Dillard, Jr.

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