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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable B. Alex Hyman, Circuit Court Judge

Appellate Case No. 2026-000666

R. Paul Benik, Jr., Rudolph Paul Benik, III, Paula W. Benik, Anton F.B.R. Poster, Sr. and Teresa L. Poster, Johann M. Mccrackin, Timothy J. Wentzel and Lisa D. Abrams, Sherry S. Weatherly, John D. Diehl and Lisa R. Diehl, Paul H. Errickson and Linda M. Errickson, Sandra Pridgen, Ronald K. Reynolds, V. Scott Miles, Vernon G. Miles, Sharon E. Miles, Deborah Floyd, Brooks M. Safrit, Woodrow S. Safrit, Steven Alan Speares and Sylvia Mccall Speares, Trustees of The Speares Revocable Trust u/a/d September 24, 2019, Steven P. Lombardi and Lisa A. Lombardi, Charles B. Hall, Virginia G. Hall, Sonia Heydt, Trustee of The Sonia Heydt Living Trust, dated December 10, 2024, Wendy Pivarnik, Joye S. Bull, Tumpie B. Bull, Maxine Williams, Trustee of The Maxine Williams Living Trust dated October 31, 2017, Kim Ritchie, Van Raye Ritchie, William B. Burch, Sharon K. Burch, Timothy G. Martin, Rebecca A. Harrington and Brian J. Martin, as Trustees of The Guy E. Martin and Ann M. Dozier Irrevocable Trust dated January 25, 2017, Miriam R. Cromer, Norwood Nicholson Cox and Janet Harrington Cox, Thomas P. Collins and Susan Lee Collins, Shawn Kelley and Karen Albert, and Jerry Steven Wilson and Dana Pridgen Wilson, Pama C. Free, Giovanni Carapelli, Julie A. Brooks, Jennifer Rae Morris, Craig L. Lambert and Lisa M. Lambert Henry Lawrence Sanderson, III, Trustee of The Henry Lawrence Sanderson, III Revocable Trust dated January 9, 2020, Ronald G. Brooks and Robin D. Brooks, Robert Christopher Jones and Melissa Coghill Jones, Darryl C. Williams and Mary Torrence Williams, David T. Taylor and Catherine T. Taylor, Samuel Deep and Dianne Deep, Natali D. Amaradasa, Rosemary Long Jenrette, and Arcadian Shores Single-Family Residential Homeowners Association, Inc..... Appellants,

v.

Arcadian Incorporated of Myrtle Beach,..... Respondent,

RECORD ON APPEAL VOL 3

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October 13, 2026

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10. The Subdivision was created by the filing of record of a “Map of Arcadian Shores” dated November 1964 (revised February 1965), recorded on March 1, 1965, in Plat Book 43 at page 8, Horry County records (the “Subdivision Map”). At that time, the Subdivision was not governed by significant restrictions or governmental regulations.

11. After the creation of the Subdivision, the Developer sold numerous lots in the Subdivision, beginning in 1965 until 1982, by which time all of the numbered 78 residential lots had been sold.

12. Each and every deed from the Developer to a lot purchaser, and each subsequent deed for such lot conveying title to the lot to a subsequent owner (including the Plaintiffs) refers to the Subdivision Map, which Subdivision Map is incorporated into the deed by applicable law.

13. In 1974 the Developer conveyed a parcel containing 2.7 acres (shown on Plat Book 54 at page 123) to Arcadian Properties, Inc. which parcel was later acquired by The Arcadian, Ltd. by deed dated December 4, 1972. The Arcadian, Ltd. then established The Arcadian Horizontal Regime (“the Arcadian I HPR”) on the property by Master Deed dated June 3, 1974, recorded on June 4, 1974, in Deed Book 513 at page 139. None of the deeds in the chain of title for the Arcadian HPR refer to the Subdivision Map or any similar map or plat of the Subdivision.

Rights Of Plaintiffs In Subdivision Streets

14. The Subdivision Map shows the lots and other property currently owned by each of the Plaintiffs and shows various streets and roads by the use of which the Plaintiffs have access to the Atlantic Ocean beach, named Arcadian Drive, Beach Club Drive, Ocean Lake Road, Shore Drive, South Lake Trail, North Lake Trail, Lafayette Road, Kingston Road, Queens Road, Washington Circle, Colonial Circle and an unnamed road that was never opened or used as a road.

15. Under applicable law, long recognized by practicing attorneys and courts that have dealt with the issue, and under the terms of the documents described above, the Plaintiffs have as express and implied easements and property interests appurtenant to title to their lots, the following rights:

a. A private easement and special property interest in all of the streets shown on the Subdivision Map (including but not limited to Arcadian Drive), which streets were dedicated to the use of all of the Plaintiff lot owners by the filing the Subdivision Map and the filing of deeds referencing and incorporating the Subdivision Map. *See Blue Ridge Realty Co. v. Williamson*, 247, S.C. 112 (1965), 145 S.E.2d 992; *see also Lynch v. Lynch*, 236 S.C. 612, 115 S.E.2d 301. It is generally held that when the owner of land has it subdivided and platted into lots and streets and sells and conveys the lots with reference to the plat, the owner thereby dedicates said streets to the use of such lot owners, their successors in title, and the public. *Outlaw v. Moise*, 222 S.C. 24, 71 S.E.2d 509; *Newton v. Batson*, 223 S.C. 545, 77 S.E.2d; *Corbin v. Cherokee Realty Co.*, 229 S.C. 16, 91 S.E.2d 542. This express and implied easement and special property interest runs with the land and is appurtenant to the title to each of the Lots in the Subdivision and passes with the title to each Lot. *Smith v. Commissioners*, 312 S.C. 460, 441 S.E.2d 331 (1994).

The creation of an implied easement generally requires that the facts and circumstances surrounding the conveyance, the property, the parties, or some other characteristics demonstrate that the objective intention of the parties was to create an easement. This approach is reasonable and it is also reasonable that when an owner conveys property that has been subdivided for residential purposes, the grantor presumably intends for grantees to have access to the abutting subdivision streets for normal residential purposes. *Inlet Harbour v. South Carolina Dept. of Parks*, 377 S.C. 86, 659 S.E.2d 151 (2008). Generally, when a deed references a plat that contains an easement, an implied easement arises

even though the deed itself is silent. Gooldy v. Storage Center-Platt Springs, LLC, 422 S.C. 332, 811 S.E.2d 779 (2018).

b. Although neither the Subdivision Map nor the deeds described above specifically mention the uses that the Plaintiffs may make of such easement and property interest, by implication such uses necessarily and impliedly include the right for pedestrian and vehicular access and to park vehicles in and on Arcadian Drive. Neither the Subdivision Map nor the deeds described above restrict in any way the Plaintiffs' use of their easements and other rights in Arcadian Drive. The Subdivision Map shows that Arcadian Drive is 75 feet wide. Subsequent plats and maps of the street show that approximately 50 feet of the street is paved, leaving plenty of room for parking on Arcadian Drive without interfering with its use by others having an interest in Arcadian Drive.

The unrestricted grant of an easement conveys all such rights as are incident or necessary to its reasonable and proper enjoyment. The right to use such land and the space overhead remains in the owner of the fee so far as such right is consistent with the purpose and character of the easement. The right of the easement owner and the right of the landowner are not absolute, irrelative and uncontrolled, but are so limited, each by the other, that there may be a due and reasonable enjoyment of both. A grant or reservation of an easement in general terms is limited to a use which is reasonably necessary and convenient and as little burdensome to the servient estate as possible for the use contemplated. 17 Am.Jur., Section 96, Page 993. Hill v. Carolina Power & Light Co., 204 S.C. 83, 28 S.E.2d 545 (1943).

c. The Plaintiffs' easements and property interests owned by the Plaintiffs are in common with such similar easements and property interests held by the owners of other lots in the Subdivision that acquired title to their lots by deeds referencing the Subdivision Map.

d. The Plaintiffs' easements and property interests described above are superior to any rights held by the Defendant by virtue of any deed, master deed, or other instruments recorded subsequent to the date of recording of the Subdivision Map.

16. There is no clear language in the Subdivision Maps or in any of the deeds referring to the Subdivision Map defining the scope of the Plaintiffs' rights to use the easement beyond the language referring to Arcadian Drive as a road. Due to the ambiguous language of the lot deeds and the Subdivision Map concerning the extent and scope of use of the streets in the Subdivision, one may consider all surrounding circumstances, including consideration which the parties have placed on the language or terms of the Subdivision Map. Martin v. Bay, 400 S.C. 140, 732 SE2d 667 (Ct. App. 2012). In such a case, consideration must be given to what is essentially necessary to enjoyment of the dominant estate. In this case, the dominant estate consists of the express and implied easements and property interests owned by the Plaintiffs and other lot owners. In order to make proper use of such easements and property interests to use and enjoy the lot owners' access to the beach, the right to park their cars in the easement area of Arcadian Drive is essential, implied, and reasonable. The unrestricted grant of an easement conveys all such rights as are incident or necessary to its reasonable and proper enjoyment. Hill v. Carolina Power & Light Co., 204 S.C. 83, 28 S.E.2d 545 (1943).

An easement, unlike any other conveyance, is to be construed in such a way as to effectuate the intention of the parties as gathered from the entire instrument. Benson v. Prevost, 277 N.C. App. 405, 861 SE2d 343 (2021). The reasonable use and enjoyment of an easement is to be determined in the light of the situation of the property and the surrounding circumstances. What is a reasonable use is a question of fact for the jury. Id. As to the scope of an such an easement:

[T]he scope may be determined by reference to the attendant circumstances, the situation of the parties, and by the acts of the parties in the use of the easement immediately following the grant

[but that] if the conveyance is silent as to the scope of the easement, extrinsic evidence is inadmissible as to the scope or extent of the easement. However, as described below, a reasonable use is implied. Id.

17. In 1981 and 1982, I was counsel for the Plaintiff Julia S. Haile in a case captioned Julia S. Haile v. The Arcadian Incorporated of Myrtle Beach, bearing Horry County Civil Action No. 81-CP-26-1816. In that case, the successful Plaintiff was the owner of lot 51 in the Subdivision and the Defendant was the manager of the condominium regime known as Arcadian I Horizontal Property Regime. The Court found that the manager of the Arcadian condominium regime was wrongfully encroaching upon and obstructing the streets and roads shown on the Subdivision Map, including Arcadian Drive. In that case, the main issue in the case dispute was over the extent and scope of the lot owner's easement and property interests in Arcadian Drive, the same road that is in dispute in this case.

The Court held:

...the Plaintiff and numerous other lot owners in the subdivision have regularly and continuously used the streets and roads of the subdivision (including Arcadian Drive and Beach Club Drive) to gain access to the beach of the Atlantic Ocean, which is a major attraction and value to lot owners in the subdivision. It is also not disputed that the erection and maintenance of the fence obstruction is a major inconvenience to the Plaintiff and other lot owners, and on occasion completely blocks vehicular access to the beach and makes pedestrian traffic substantially less convenient.

The Court also held:

I find that the facts of this case come squarely within the facts and law outlined in the controlling case of Blue Ridge Realty Company, Inc. v. Williamson, 145 S.E.2d 922 (1965), to the effect that the Plaintiff, as an owner of a lot sold and conveyed with reference to recorded plats of the Arcadian Shores subdivision, has private easements in all streets shown on the plats, and is entitled to an order enjoining owners of other lots or tracts in the subdivision from obstructing or encroaching upon such streets and requiring them to remove such obstructions that they have heretofore erected.

18. I am informed and believe Plaintiff Arcadian Shores Single-Family Residential Homeowners Association, Inc. (the "Association") is a South Carolina non-profit corporation, the members of which are the owners of numbered Lots shown on the Subdivision Map.

Dissolution of the Developer

19. The Developer began the process of dissolution in 1982, in which process the Developer conveyed certain property in the Subdivision to the Plaintiff Arcadian Shores Single-Family Residential Homeowners Association, Inc. by deed dated January 8, 1982, recorded in Deed Book 734 at page 199, Horry County records. This property is described as a strip of land between the mean high water mark of the Atlantic Ocean and various parcels near the beach, including Arcadian Drive. The deed recites that the property "...can be used for recreational purposes only for the use and benefit of the lot owners, unit owners, and parties having a right to utilize the whole or any part of any property in Arcadian Shores."

20. In its process of dissolution, the Developer also conveyed to the Plaintiff Arcadian Shores Single-Family Residential Homeowners Association, Inc. certain property and rights more fully described in Corrective Quitclaim Deed to Real Estate dated June 8, 1982, recorded on June 14, 1982, in Deed Book 750 at page 345, Horry County records. The deed conveyed title to all streets and roads shown on the Subdivision Map (including Arcadian Drive), Lake Arcadia, a Common Area, a right and easement described as:

"A non-exclusive right and easement, in common with such others as may be entitled thereto, for access, ingress and egress to and from the Atlantic Ocean and the property abutting on the Atlantic Ocean, across the various streets, roads and common areas shown on the Subdivision Map southwest of Kingston Road and Northeast of Arcadian Drive);"

The deed also conveys:

All of the Grantor's rights under recorded restrictions applicable to the numbered lots shown on the Subdivision Map to enforce any and all

such restrictions, to modify lot lines and/or building lines, to approve lot resubdivisions, to install or permit the installation of utilities, to make regulations permitted by the Subdivision restrictions and to enforce same, to regulate the use of Lake Arcadia, to grant to others the right to use Lake Arcadia and/or the water contained therein, and to bring actions at law or in equity to further enforce the Subdivision restrictions and/or to enforce and protect the rights herein assigned, transferred and conveyed.

21. In general, courts nationally seem to hold that while neither the individual lot owners nor the owners of the roads has any absolute right to park vehicles on the easement and right of way area, each of them has a right to park thereon at such times and in such a manner as not to interfere with its use by others entitled to such easement and right of way. See Right to Park Vehicles on Property Way, 37 A.L.R.2d 944 (1954). In this case, the right to park vehicles on and in Arcadian Drive is implied by the circumstances surrounding the creation and use of the easements.

PROFESSIONAL OPINIONS

22. Based upon my knowledge and understanding of the history of the Subdivision, including my review of relevant deeds, plats, declarations, and other documents for the Subdivision, my knowledge of development standards and practices in South Carolina, my review of pleadings and discovery in this lawsuit, and my knowledge of relevant South Carolina court opinions, I have reached the following factual conclusions and hold the following expert opinions to a reasonable degree of professional certainty:

a. Each of the Plaintiffs as owners of numbered lots in the Subdivision has the following express and implied easements and rights in Arcadian Drive:

(1) A private easement and special property interest in all of the streets shown on the Subdivision Map (including but not limited to Arcadian Drive), which streets were dedicated to the use of all of the Plaintiff lot owners by the filing of deeds and the Subdivision Map. This easement and special property interest runs with the land and is appurtenant to the title to each of

the Lots in the Subdivision and passes with the title to each Lot. Smith v. Commissioners, 312 S.C. 460, 441 S.E.2d 331 (1994).

The creation of an implied easement generally requires that the facts and circumstances surrounding the conveyance, the property, the parties, or some other characteristic demonstrate that the objective intention of the parties was to create an easement. This approach is reasonable and it is also reasonable that when an owner conveys property that has been subdivided for residential purposes, the grantor presumably intends for grantees to have access to the abutting subdivision streets for normal residential purposes. Inlet Harbour v. South Carolina Dept. of Parks, 377 S.C. 86, 659 S.E.2d 151 (2008). Generally, when a deed references a plat that contains an easement, an implied easement arises even though the deed itself is silent. Gooldy v. Storage Center-Platt Springs, LLC, 422 S.C. 332, 811 S.E.2d 779 (2018).

(2) Although neither the Subdivision Map nor the deeds described above specifically mention the uses that the Plaintiffs may make of such easement and property interest by implication, such uses necessarily and impliedly include the right for pedestrian and vehicular access and to park vehicles in an on Arcadian Drive in a reasonable way in common with the rights of others entitled to make use of Arcadian Drive. Neither the Subdivision Map nor the deeds described above restrict in any way the Plaintiffs' use of their easements and other rights in Arcadian Drive.

The unrestricted grant of an easement conveys all such rights as are incident or necessary to its reasonable and proper enjoyment. The right to use such land and the space overhead remains in the owner of the fee so far as such right is consistent with the purpose and character of the easement. The right of the easement owner and the right of the landowner are not absolute, irrelative and uncontrolled, but are so limited, each by the other, that there may be a due and reasonable enjoyment of both. A grant or reservation of an easement in general terms is limited to a use which is

reasonably necessary and convenient and as little burdensome to the servient estate as possible for the use contemplated. 17 Am.Jur., Section 96, Page 993. Hill v. Carolina Power & Light Co., 204 S.C. 83, 28 S.E.2d 545 (1943).

(3) It is obvious to me (as a professional) that the purpose of the design of the Subdivision (a high-end, substantial oceanfront community) as revealed by the layout of the Subdivision Map is to provide an unrestricted access across all of Arcadian Drive to the Atlantic Ocean and the Atlantic Ocean beachfront to all of the owners of numbered lots in the Subdivision Map. By “access,” I mean at least the right and easement for pedestrian and vehicular access to and from the beachfront across all of Arcadian Drive, all in furtherance of such owners’ right to use such easement, and the right to park vehicles on Arcadian Drive. Although there is no question that the Subdivision Map and deeds to lots in the Subdivision grant easements and other rights in all of Arcadian Drive to all lot owners, the exact scope of the easements contained in the applicable documents is ambiguous.

The creation of an implied easement generally requires that the facts and circumstances surrounding the conveyance, the property, the parties, or some other characteristic demonstrate that the objective intention of the parties was to create an easement. This approach is reasonable and it is also reasonable that when an owner conveys property that has been subdivided for residential purposes, the grantor presumably intends for grantees to have access to the abutting subdivision streets for normal residential purposes. Inlet Harbour v. South Carolina Dept. of Parks, 377 S.C. 86, 659 S.E.2d 151 (2008).

(5) Appurtenant easements are essentially necessary to the use of the dominant tenant (in this case, the Plaintiffs). The necessity of the access does not have to be absolute, but it “must be actual, real, and reasonable, as distinguished from being merely convenient. Proctor v.

Steadly, 398 S.C. 561, 730 S.E.2d 356 (Ct.App. 2012). In this case, the easements and other rights to park held by lot owners is necessary for the utilization of the lot owners' easements.

(6) The Plaintiffs' easements and property interests owned by the Plaintiffs are in common with such similar easements and property interests held by the owners of other lots in the Subdivision that acquired title to their lots by deeds referencing the Subdivision Map.

(7) The Plaintiffs' easements and property interests described above are superior to any rights held by the Defendant by virtue of any deed, master deed, or other instruments recorded subsequent to the date of recording of the Subdivision Map.

23. My above stated opinions are also based upon the following documentation and information provided to me in this matter, including but not limited to the following:

- a. The Complaint (with exhibits).
- b. The Subdivision Map.
- c. All of the various deeds, plats, or maps, and other documents described above.
- d. Other documents described elsewhere in this Affidavit.
- e. Affidavits of Paul Benik and Anton Poster.

I reserve the right to amend my above-mentioned opinions as additional information is made available to me.

I affirm that the foregoing is true to the best of my personal knowledge or on information and belief.


Otis Allen Jeffcoat, III

SWORN to and subscribed before me this
2nd day of July, 2025.

Vicki M CARROLL

Notary Public for South Carolina

My Commission Expires: 8/31/2026

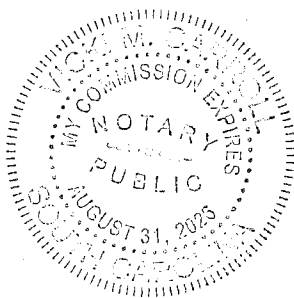


EXHIBIT A

**SUMMARY OF QUALIFICATIONS
OF
OTIS ALLEN JEFFCOAT, III**

**PROFESSIONAL
HISTORY**

2014 - present	Attorney and Owner JeffcoatLaw, LLC Myrtle Beach, South Carolina
2012 - 2014	Special Counsel Turner Padgett Graham & Laney P.A. Myrtle Beach, South Carolina
1994 - 2012	Attorney, Manager and Member/Owner Jeffcoat Law Firm, LLC (formerly Jeffcoat, Pike & Nappier, LLC; and Jeffcoat, Nappier & Risher, LLC) Myrtle Beach, South Carolina
1990 - 1994	Attorney and Owner Jeffcoat & Associates P.C. Myrtle Beach and North Myrtle Beach, South Carolina
1985 - 1990	Attorney and Partner Jeffcoat, Martin & Smith (previously Jeffcoat & Martin) Myrtle Beach and North Myrtle Beach, South Carolina
1978 - 1985	Attorney and Partner Lumpkin & Sherrill (previously Sherrill, Townsend, Moses & Jeffcoat; McKay, Sherrill, Walker & Townsend; McKay Sherrill, Walker, Townsend & Wilkins) Columbia and Myrtle Beach, South Carolina
1973 - 1978	Associate McKay, Sherrill, Walker, Townsend & Wilkins Columbia and Myrtle Beach, South Carolina

PRACTICE AREA

Commercial and residential real estate, business transactions, estate planning and probate administration, business litigation, probate litigation, elder law, environmental law, bankruptcy law. I have prepared, negotiated, reviewed, or litigated dozens of condominium master deeds and bylaws, declarations of covenants, management agreement for multifamily developments and related documents, for developers, owner associations, and management companies.

EDUCATION

J. D., University of South Carolina Law Center, Columbia, SC (1973)

- Survey Editor, SC Law Review
- Editor, Gavel Raps (USC Law School newspaper)
- Elected to Omicron Delta Kappa (honorary fraternity)

A. B. in Politics, magna cum laude, Princeton University, Princeton, NJ (1970)

- Varsity Debate Team; Trask Debates Director
- Orange Key Guide Service

A. C. Flora High School, Columbia, South Carolina (1966)

- Varsity Debate Team, won southeastern states debate championship
- President, National Honor Society Chapter
- President, National Forensic League Chapter
- South Carolina Science Talent Search Winner (SC Academy of Science)
- Outstanding Student of Science (Elected by Faculty)
- Commencement speaker
- National Merit Finalist
- Second Place (statewide) Optimist Oratorical Contest
- Boys State

**PROFESSIONAL
LICENSES**

South Carolina Supreme Court, 1973
 North Carolina Supreme Court, 1993
 U. S. District Court (S.C.), 1974
 U. S. Court of Appeals (4th Circuit 1974)
 South Carolina Department of Insurance, licensed title insurance agent (1978 to date)

**PROFESSIONAL
MEMBERSHIPS**

American Bar Association
 National Academy of Elder Law Attorneys, Inc.
 Horry County Bar Association
 National Association of Consumer Bankruptcy Attorneys
 South Carolina Bankruptcy Law Association

**PROFESSIONAL
ACTIVITIES**

Chairman, Real Estate Practices Section, SC Bar (1992-93)
 Chairman, Real Estate Committee, Horry County Bar Association (1989-92; 1995-96)

Member, Governor's Freshwater Wetlands Forum (1989). This blue-ribbon task force studied the protection of freshwater wetlands for the purpose of updating South Carolina's wetlands laws and regulations. Governor Campbell appointed me to this forum due to my work as chairman of the Board of Trustees of the South Carolina Chapter of The Nature Conservancy.

Author, "Adverse Possession", S. C. Jurisprudence (1991)

Lecturer: Current Problems in Coastal Development-South Carolina Bar Mid-Winter Meeting, 1987; The Impact of CERCLA and SARA on Real Estate, South Carolina Mid-Year Meeting, 1988; The Impact of CERCLA and SARA on Real Estate, Palmetto Land Title Association Annual Meeting, 1988; The Impact of CERCLA and SARA on Real Estate, South Carolina State Development Board, 1988; Hazardous Wastes and the Real Estate Lawyer, South Carolina Bar Annual Meeting, 1989, "What Every Auctioneer Should Know About Hazardous Waste," Certified Auctioneers Institute, 1990, S. C. Governor's Forum Report - "Will It Meet the Criteria for Establishing a State Wetlands Conservation Plan," Teleconference Proceedings, Protection and Management Issues for South Carolina Wetlands, Clemson University, 1990; "What Do You Mean It's Contaminated? Negotiations with Adjacent, Previous and Current Owners of Contaminated Property," S. C. Bar Mid-Year Meeting, 1991; "Commercial Leases: Tricks, Traps & Trends," S. C. Bar Annual Meeting 1995; "Commercial Leasing," South Carolina Bar, CLE Seminar, 1999; "Commercial Leasing," South Carolina Bar, CLE Seminar, 2001; "Sale of Real Estate in Probate Court", 12th Annual Probate Bench/Bar CLE Seminar, 2004; "Statutes of Limitations, Deadlines and Timeframes in Probate Court", 2nd Annual Horry County Probate Court CLE Program, 2008; Moderator, "Real Life & Real Estate Transactions," South Carolina Bar, CLE Seminar, 1994; Lecturer, "SC

Probate Code Changes,” 7th Annual Horry County Probate Court CLE program, 2013. Panelist, “Probate Practitioners Discussion,” 3rd Annual Horry County Probate Court CLE Program, 2009; Panelist, “Close Encounters of the Third Kind: Ethical Considerations in Bankruptcy,” 24th Annual Seminar of the South Carolina Bankruptcy Law Association, 2014. Lecturer, “Bankruptcy and Probate Court,” South Carolina Association of Probate Judges Fall Conference, 2014. Lecturer, “Real Estate Development and Construction Law,” and “Legal Ethics,” Real Estate Law Boot Camp, National Business Institute, 2019. Lecturer, “Inventory and Appraisal,” and “Sale of Property and Distributions,” The Probate Process from Start to Finish, National Business Institute, 2019. Lecturer, “What Are Trusts? Main Trust Principles,” Trusts from A to Z, National Business Institute, 2020. Lecturer, “Legal Ethics,” Ultimate Guide to Commercial Real Estate Law, National Business Institute, 2020.

PROFESSIONAL RECOGNITION

Listed in Best Lawyers in America for real estate law (2005-2025) and for real estate litigation (2025)

Listed in Chambers - America’s Leading Lawyers for Business for real estate (2005-2015)

“AV” Martindale-Hubbard rating

SUMMARY OF EXPERT WITNESS ENGAGEMENTS

David Smith v. Cypress River Plantation Property Owners’ Association, Inc., et al. (2023). Horry County Civil Action No. 2023-CP-26-03615. I was retained to act as an expert witness in this case, involving a dispute about violation of wetlands law and subdivision restrictions. I have not been deposed, nor have I otherwise testified.

Norton, et al. v. Tidewater Plantation Community Association, Inc, et al. (2023). Horry County Civil Action No. 2023-CP-26-00045. I was retained to act as an expert witness in this case, involving the interpretation of covenants and PUD documents in a residential subdivision. I have been deposed but have not testified otherwise.

CU Holdings, LLC v. Holiday Sands at South Beach (2022). No civil action filed. I was retained to act as an expert witness in this dispute, involving the interpretation of a condominium master deed. The case was settled.

Vieira v. Pentagon Federal Credit Union, et al. (2022) US Bankruptcy Court (DSC) Case # 22-00172-DD) I was retained to act as an expert witness in this case, involving the validity of a mortgage that was not properly indexed. I was not deposed, nor did I otherwise testify. The case was settled.

Pirate’s Cove Lounge, Inc. v. Stef Properties Main St., LLC, et al. (2021), Horry County Civil Action No. 2020-CP-26-05163. I was retained to act as an expert witness in this case, involving the interpretation of the extent and scope of an easement, and other real estate documents. I was not deposed, nor did I otherwise testify. The case was settled.

Wallin, et al. v. Nettles, et al. (2021), Charleston County case (not yet filed). I was retained to act as an expert witness in this case, involving the standard of care applicable to an attorney in an estate planning transaction. I was not deposed, nor did I otherwise testify. The case has not yet been filed.

Brown, et al. v. Richardson. et al. (2021), Horry County Civil Action No. 2018-CP-26-03173. I was retained to act as an expert witness in this case, involving the standards applicable to the conduct of a director of a condominium association and its related management company. I was deposed, but did not otherwise testify. The case was settled.

Gecy, et al. v. Somerset Point at Lady's Island, et al. (2020), Beaufort County Civil Action No. 2014-CP-07-02670. I was retained to act as an expert witness in this case involving the standards applicable to the conduct of a developer of a residential subdivision and its homeowner association. I was deposed, but I did not otherwise testify. The case was settled.

Royal Garden Resort Regime Homeowners Association, Inc. v. Sea Breeze Property Management & Contract Services, Inc., et al. (2019), Horry County Civil Action No. 2018-CP-26-06083. I was retained to act as an expert witness in this case, involving the interpretation of a master deed and other project documents for a condominium regime. I have not been deposed, nor have I otherwise testified. The case is ongoing.

Staats, et al. v. WJH LLC et al. (2020), Horry County Civil Action No. 2018-CP-26-00056. I was retained to act as an expert witness in this case, involving the breach of duty by a developer of a residential subdivision. I have not been deposed, nor have I otherwise testified. The case is ongoing.

Stober v. Mincey, et al. (2018), Charleston County Civil Action No. 2018-CP-10-4500. I was retained to act as an expert witness in this case, involving the standard of care applicable to an attorney in a residential real estate transaction. I was not deposed, nor did I otherwise testify. The case was settled.

Tony Blevins Living Trust, et al. v. Sands Ocean Club Homeowners Association, Inc., et al. (2017), Horry County Civil Action No. 2016-CP-26-5379. I have been retained to act as an expert witness in this case, involving the interpretation of a condominium master deed. I was deposed, but did not otherwise testify. The case was settled.

Condo-World Development, LLC, et al. v. Myrtle Beach Golf & Yacht Club Association, Inc. (2016), Horry County Civil Action No. 2015-CP-26-317. I have been retained to act as an expert witness in this case, involving the state of title to certain real estate and the applicability of certain restrictive covenants to real estate. I was deposed but did not otherwise testify. The case was settled.

Fine Housing, Inc. v. William H. Sloan, Jr. (2016), Dorchester County Civil Action No. 201-CP-18-340. I was retained to act as an expert witness in this case, involving the standard of care applicable to an attorney in a commercial real estate transaction. I was deposed but did not otherwise testify. The case is ongoing.

First American Title Insurance Co. et al. v. First Title Abstract Company, Inc., et al. (2016), Charleston County Civil Action No. 2015-CP-10-1556. I was retained to act as an expert witness in this case, involving the standard of care applicable to an attorney in a commercial real estate transaction. I was not deposed, nor did I otherwise testify. The case was settled.

McQuiddy, et al. v. Haar, et al. (2015), Horry County Civil Action No. 2014-CP-26-8281. I was retained to act as an expert witness in this case, involving the standard of care applicable to an attorney in a commercial real estate transaction. I was deposed but did not otherwise testify. The case was settled.

Magnolia Pointe Property Owners Association, Inc. v. Springwood Estates, LLC et al. (2014), Horry County Civil Action No. 2012-CP-26-7448. I was retained to act as an expert witness in this case, involving the interpretation, operation and enforceability of

certain provisions of condominium documents. I was not deposed, nor did I otherwise testify. The case was settled.

Branch Banking and Trust Company v. Jones, et al. (2014), Florence County Civil Action No. 2013-CP-21-28. I was retained to act as an expert witness in this case involving the standard of care applicable to an attorney in a commercial real estate transaction. I was not deposed, nor did I otherwise testify. The case was settled.

JCB Realty, Inc. v. Brown-Phillips, LLC, et al. (2014), Georgetown County Civil Action No. 2013-CP-22-00478. I was retained by counsel to act as an expert witness in this case involving a claim for a commission in the sale of a business and real estate. I was not deposed, nor did I otherwise testify. The case was tried without my testimony.

Shaw v. The Hoffman Group, Inc., et al. (2014), U.S. District Court for the District of South Carolina (Florence Division) Civil Action No. 4:11-cv-01699-TLW-TER. I was retained by counsel to act as an expert witness in this case, involving the role of realtors and settlement agents in a real estate closing. I was deposed, but I did not otherwise testify. The case was settled.

Sun N Sand Property Owners Association, Inc. v. Newby, et al. (2013), Horry County Civil Action No. 2010-CP-26-11387. I was retained by counsel to act as an expert witness in this case, involving the standard of care applicable to an attorney in a commercial real estate transaction. I was not deposed, nor did I otherwise testify. The case was settled.

Moore v. Fidelity & Guaranty Life Insurance Company, et al. (2013), Horry County Civil Action No. 2011-CP-26-8459. I was retained by counsel to act as an expert witness in this case, involving the standard of care applicable to an attorney in a residential real estate transaction. I was not deposed, nor did I otherwise testify. The case was settled.

City of Myrtle Beach v. Burroughs & Chapin Company, Inc., et al. (2013), Horry County Civil Action No.: 2012-CP-26-07763. I was retained by counsel to act as an expert witness in this case, involving the state of title to certain real estate. I was not deposed, nor did I otherwise testify. The case was settled.

Standish v. City of Myrtle Beach, et al. (2013), Horry County Civil Action No. 2012-CP-26-02431. I was retained by counsel to act as an expert witness in this case, involving the question of the existence of an easement in real property. I was not deposed but testified at trial and qualified as an expert on easements. The jury verdict was in favor of my client, the City of Myrtle Beach.

Fullwood, et al v. South Carolina Public Service Authority (2012), Horry County Civil Action No. 2009-CP-26-7864. I was retained by counsel to act as an expert witness in this case, involving a dispute over an easement. I was not deposed but testified at trial and qualified as an expert witness on easements and the interpretation of deeds. The Court's verdict was in favor of my client, South Carolina Public Service Authority, and relied on my testimony in its decision.

Randall v. Horry County (2012), Horry County Civil Action No. 2010-CP-26-8556. I was retained by counsel to act as an expert witness in this case involving a dispute over dedication of a road. I was not deposed but testified at trial and qualified as an expert on easements. The jury verdict was in favor of my client, Horry County.

Hunter v. Premier Mortgage Funding, Inc., et al (2012), Florence County Civil Action No. 2010-CP-21-0258. I was retained by counsel to act as an expert witness in this case involving the standard of care applicable to an attorney in a residential real estate transaction. I was deposed, but did not otherwise testify. The case was settled.

Williams v. Walker, et al. (2011), Marion County Civil Action No. 2010-CP-33-00675. I was retained by counsel to act as an expert witness in this case involving the alleged breach of a title insurance policy by an insurer. I was not deposed, nor did I otherwise testify. The case was settled.

City of North Myrtle Beach v. Cherry Grove Realty, et al. (2010), Horry County Civil Action No. 2009-CP-26-5929. I was retained by counsel to act as an expert witness in this case, involving the interpretation of deeds, the public trust doctrine, dedication, and ownership of the Cherry Grove canals. I was deposed once and testified at trial twice. At trial, I qualified as an expert in these areas. The first trial resulted in a mistrial; the retrial resulted in a jury verdict for my client, the City of North Myrtle Beach.

Hammond v. Cox (2009), Horry County Civil Action No. 2009-CP-26-11240. I was retained by counsel to act as an expert witness in this case, involving the standard of care applicable to an attorney in a residential real estate transaction. I was deposed but did not otherwise testify. The case was settled.

Enterprise Bank of South Carolina v. Daniel, et al. (2009), Anderson County Civil Action No. 2007-CP-04-1439. I was retained by counsel to act as an expert witness in this case involving the standard of care applicable to an attorney in a commercial real estate transaction. I was not deposed, nor did I otherwise testify.

Fisher v. Rodriguez (2006), Horry County Civil Action No. 2005-CP-26-5212. I was retained by counsel to act as an expert witness in this case, involving standards of marketability of title. I was not deposed, nor did I otherwise testify. The case was settled.

R. E. Goodson Construction Co., Inc. v. International Paper Company, et al. (2006), U. S. District Court for District of South Carolina (Florence Division) Case No. 4:02-4184. I was retained by counsel for the United States of America to act as an expert witness in this case, involving the standard of care applicable to the purchaser of commercial real estate. I testified at trial and qualified as an expert in commercial real estate as it relates to CERCLA. The case resulted in judgment for the United States of America, in which the Court relied upon my testimony.

Black Water of Edisto v. Connolly et al. (2006), Dorchester County Civil Action No. 2004-CP-18-1213. I was retained by counsel to act as an expert witness in this case, involving the standard of care applicable to an attorney in a commercial real estate transaction. I was not deposed, nor did I otherwise testify.

Clark v. Reeves, et al. (2005), Clarendon County Civil Action No. 2004-CP-14- 498. I was retained by counsel to act as an expert witness in this case, involving the standard of care applicable to an attorney in a residential real estate transaction. I was deposed but did not otherwise testify.

Finkelstein v. Myrtle Beach Farms Company, Inc. (2005), Horry County Civil Action No. 2002-CP-26-1767. I was retained by counsel to act as an expert witness in this case, involving access issues in a commercial real estate transaction. I was not deposed, nor did I otherwise testify. The case was settled.

Hyatt Hotel Bankruptcy Litigation (Hilton Head, SC) (1996-1997). I was retained by counsel to testify as an expert witness in a lease dispute in bankruptcy court. I was deposed, testified at trial and qualified as an expert in commercial leases. See Dunes Hotel Associates, 212 B.R. 110 (1997).

McElveen vs. Sandy Shores II (1993-94). Horry County Civil Action No. 91-CP-26-3227. I was retained by defense counsel for two title insurance companies in this action involving a claim of violation of restrictive covenants. I did extensive title research and assisted defense counsel prior to trial. I was not deposed, but testified at the trial. I was qualified as an expert in title examination and restrictive covenants at trial. Based largely on my testimony, the trial judge ruled as a matter of law that (1) there was no common scheme of development in a large residential subdivision and that (2) any purported restrictions were broken on a wholesale basis.

I have given testimony, either in deposition or at trial, as a party in the following matters:

United States of America vs. Martha F. Mims (multiple litigated matters) (1981-1992). I was appointed a federal receiver in 1981 in a complex, multi-state receivership in which I was a party in several litigated matters. My deposition was taken several times, and I testified in at least one trial. See, e.g., Jeffcoat vs. Morris, 300 S.C. 526, 389 S.E. 2d 159 (1989).

Cianbro Corporation vs. Jeffcoat & Martin, et al. (1991-1993). I was a party defendant in this attorney malpractice action, which was dismissed at summary judgment. My deposition was taken, but the case did not go to trial. See 804 F. Supp. 784 (D.S.C. 1992). 10 F.3d 806, 1993 WL 478836 (4th Cir. 1993).

Jeffcoat Law Firm, LLC vs. Three Corporate Centre, LLC, Horry County Civil Action No. 2008-CP-26-7089 (2008-date). My law firm was a party plaintiff in this case and I was a defendant in a related case, involving the breach of a lease agreement. I was deposed, but the case was settled.

SUMMARY OF APPELLATE CASES

Bank Repossessions v. Mobile America Corp, 268 S.C.622, 235 S.E.2d 709 (1977)
Johnston v. City of Myrtle Beach, 283 S.C. 288, 321 S.E.2d 627 (S.C.App.1984)

Preferred Sav. And Loan Ass'n, Inc. v. Royal Garden Resort, Inc., 295 S.C. 268, 368 S.E.2d 78 (S.C. App. 1988); aff'd 301 S.C. 1, 389 S.E.2d 853 (1990)

Crossley v. State Farm Mut. Auto Ins. Co., 307 S.C. 354, 415 S.E.2d 393 (1992)

Muller v. Myrtle Beach Golf & Yacht Club, 303 S.C. 137, 399 S.E.2d 430 (S.C. App. 1990); cert. den. 305 S.C. 330, 408 S.E.2d 242 (1991)

Muller v. Myrtle Beach Golf & Yacht Club, 313 S.C. 412, 399 S.E.2d 430 (1993)

Truluck v. Snyder, 362 S.C. 108, 606 S.E.2d 792 (S.C. App. 2004)

CHARITABLE/ CIVIC ACTIVITIES

Member, City of Myrtle Beach Election Commission (2000 to 2015)
YMCA of Coastal Carolina

•• Director (2006 to 2015)

Waccamaw Community Foundation

•• Director (2007 to 2016, and currently)

Princeton University

- Alumni Schools Committee
- Regional Annual Giving Chairman

United Way of Horry County, Inc.

- Trustee (1994 to 2009)

Grand Strand Family YMCA

- Director (1983 to 2006)
- Founder and 1st President (1983-1988)

Winyah Rivers Foundation, Inc. (Waccamaw Riverkeeper sponsor)

- Director and Vice President (2001-2005)

The Nature Conservancy (South Carolina Chapter)

- Trustee (1985 to 2003)
- Chairman (1987-1989), Vice Chairman

Rotary Club of North Myrtle Beach

- Past President (1994-95)

Myrtle Beach Civitan Club

- Past President
- Lieutenant Governor
- Civitan of the Year

Graduate, Leadership Grand Strand III

Boy Scouts of America

- Eagle Scout Award
- God and Country Award
- Order of the Arrow Award
- Assistant Scoutmaster

EXHIBIT AA

TMS Number correct 1551501014 PIN 39302010141

Prepared By and Return to:
David E. Martin, PA
2107 Farlow Street
P.O. Box 960
Myrtle Beach, SC 29578
Ph: 843-448-1541 Fax: 843-626-7431
File No.: 14-0147DEM

(Please do not write above this line - Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that KAREN LEE TURNER AND CYNTHIA ANN LIVINGSTON, in the State aforesaid, for and in consideration of the sum of Four Hundred Nine Thousand and 00/100 Dollars (\$409,000.00), unto us paid by SAMUEL D. DEEP AND DIANNE DEEP, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said Samuel D. Deep and Dianne Deep, as joint tenants with right of survivorship and not as tenants in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

ALL AND SINGULAR, that certain piece or lot of land, situate, lying and being in Dogwood Neck Township, Horry County, South Carolina, and being more particularly described as **Lot Eight (8) Arcadian Shores**, as shown on a map made by Robert L. Bellamy, C.E., dated November 1964, and revised February 1965, which said map was recorded on March 1, 1965, in Plat Book 43 at Page 8, records of Horry County.

This being the identical property conveyed to Phoenix Investment of NC, LLC by deed from Karen Lee Turner and Cynthia A. Livingston, recorded 12/17/2007 in Deed Book 3300 at Page 2805. Further this being the identical property then conveyed to Karen Lee Turner and Cynthia A. Livingston by deed from Phoenix Investment of NC, LLC by, recorded 09/02/2011 in Deed Book 3539 at Page 1135.

Tax Map #: 155-15-01-014

Property Address: 414 Arcadian Drive, Myrtle Beach, SC 29572

Grantee(s) Address: 414 Arcadian Drive, Myrtle Beach, SC 29572

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

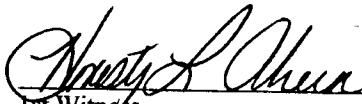
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Samuel D. Deep and Dianne Deep, as joint tenants with right of survivorship and not as tenants in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantors do hereby bind themselves and their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Samuel D. Deep and Dianne Deep, as joint tenants with right of survivorship and not as tenants in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantors' heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

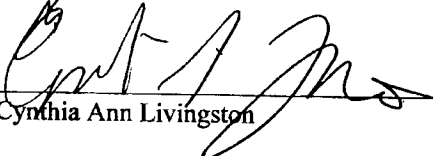
IN WITNESS WHEREOF our Hands and Seals this 17th day of November, 2014.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


1st Witness


Karen Lee Turner {L.}


2nd Witness


Cynthia Ann Livingston {L.}

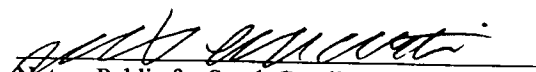
STATE OF SOUTH CAROLINA)

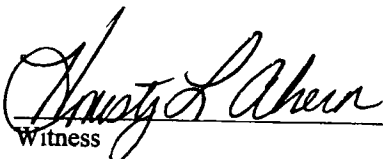
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Grantors sign, seal, and as act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN to before me this
17th day of November, 2014.


Notary Public for South Carolina
My Commission Expires: 3-14-16


Witness

(SEAL)

File # 14-0147DEM

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

AFFIDAVIT

S.C. Code Ann. §12-24-20 et. seq.

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at **414 Arcadian Drive, Myrtle Beach, SC 29572**, was transferred by **Karen Lee Turner and Cynthia Ann Livingston** to **Samuel D. Deep and Dianne Deep** on **November 19, 2014**.

3. Check one of the following: The deed is

- (a) ☒ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) ☐ Exempt from the deed recording fee because (See Information section of affidavit):

(if exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **\$ 409,000.00**.
- (b) ☐ The fee is computed on the fair market value of the realty, which is _____ Dollars (\$_____).
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes, which is _____ Dollars (\$_____).

5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$_____.

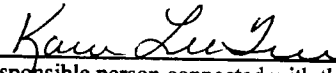
6. The deed recording fee is computed as follows:

- | | |
|---|---------------|
| (a) Place the amount listed in Item 4 above here: | \$ 409,000.00 |
| (b) Place the amount listed in Item 5 above here:
(If no amount is listed, place zero here.) | - 0.00 |
| (c) Subtract Line 6(b) from Line 6(a): | \$ 409,000.00 |

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ **1513.30**.

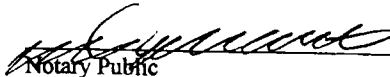
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **SELLER**.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible person connected with this transaction

Karen Lee Turner
Print or type name here

SWORN to before me this 17th
day of November, 2014.

 (L.S.)
Notary Public
My commission expires: 11-14-16

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty". Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement or realty after the transfer. Taxpayer may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) Transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) Transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) That are otherwise exempted under the laws and Constitution of the United States or the laws or Constitution of South Carolina;
- (4) Transferring realty whereby no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) Transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
- (6) Transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39 of the South Carolina Code of Laws;
- (7) That constitute a contract for the sale of timber to be cut;
- (8) Transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership or trust;
- (9) Transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "Family Partnership" is a partnership whose partners are all members of the same family. A "Family Trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren and the spouses and lineal descendants of any of the above. A "Charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A).
- (10) Transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) Transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) That constitute a corrective deed or a quitclaim deed used to confirm title already vested in the Grantee, provided no consideration of any kind is paid or to be paid for the corrective or quitclaim deed.
- (13) Transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) Transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) Transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

EXHIBIT BB

Prepared by and Return to:
ROY & CASPER, LLC
P.O. Box 4086
North Myrtle Beach, SC 29597

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, that **Barbara R. Austin**, hereinafter called Grantor, in the State aforesaid for and in consideration of the sum of **FIVE HUNDRED FORTY FIVE THOUSAND AND NO/100 (\$545,000.00) DOLLARS**, to us paid by **Rosemary Long Jenrette**, hereinafter called Grantees, receipt whereof is hereby acknowledged, has granted, bargained, sold and released; and by these presents does grant, bargain, sell and release unto the said Grantees, his or her heirs, successors and/or assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Dogwood Neck Township, Horry County, South Carolina, and being more particularly shown as Lot Eleven (11) on a map of Arcadian Shores, made by Robert L. Bellamy, C.E., dated November, 1964, and revised February, 1965 and recorded March 1, 1965, in Plat Book 43 at Page 8, in the Office of the Clerk of Court for Horry County.

This being the identical property conveyed to Barbara A. Austin, by Deed of Evelyn R. Williams, recorded on January 17, 2001 in Deed Book 2334 at Page 1300 in Horry County, South Carolina Register of Deeds Office. Carlton E. Austin being deceased by evidence by death certificate recorded February 27, 2025 in Deed Book 4915 at Page 164.

Tax Map Number: 155-15-01-019 PIN # 393-02-01-0138

Grantees' Address: 402 Colonial Circle, Myrtle Beach, SC 29572

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

TO HAVE AND HOLD all and singular the premises before mentioned unto the said Grantee, his or her heirs, successors and/or assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind himself and his Heirs, Successors and/or Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his or her heirs, successors and assigns forever, in fee simple, against themselves and their Heirs, Successors and/or Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by Grantor this 14 day of July 2025 in the
two hundred forty eighth year of the Sovereignty and Independence of the United States of
America.

Signed, Sealed and Delivered

Emilee Cooke
1st Witness- must be different than 2nd witness

Barbara R. Austin
~~Barbara R. Austin~~

Emilee Cooke
1st Witness print name

Juliet M. Casper
2nd Witness(notary can be 2nd witness)

Juliet M. Casper
2nd Witness print name

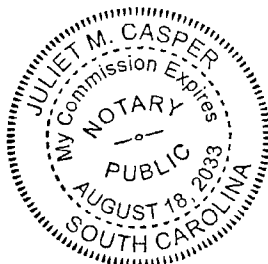
STATE OF SC)
COUNTY OF Horry) ACKNOWLEDGMENT

I, Juliet M. Casper, a Notary Public for SC, do
hereby certify that the Grantor herein personally appeared before me, and acknowledged
the execution of the foregoing instrument and that the witness is not a beneficiary to the
transaction.

Witness my hand and official seal this 14 day of July 2025.

(SEAL)

Juliet M. Casper
Notary Public for SC
My Commission Expires: Aug. 18, 2033



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 402 Colonial Circle, Myrtle Beach, SC 29572, bearing Horry County Tax Map Number 155-15-01-019 was transferred by Barbara R. Austin to Rosemary Long Jenrette on 07/14/25.

3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of affidavit); (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$545,000.00.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$545,000.00
- (b) Place the amount listed in item 5 above here: \$0
(If no amount is listed, place zero here.)
- (c) Subtract line 6(b) from Line 6(a) and place result here: \$545,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$2,016.50

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: GRANTOR.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this
14 day of July 2025

Notary Public for SC
My Commission Expires: Aug. 18, 2033

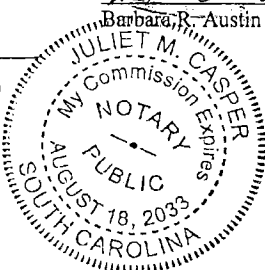


EXHIBIT CC

39302010143,

Prepared By and Return to:
Murray Law Group, LLC
3775 Sea Mountain Hwy
Little River, SC 29566
Phone: (843)399-9000
File No.: 23-LR 4928SGR

(Please do not write above this line – Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Julie B. Sheridan and Steven J. Sheridan**, Grantor(s), in the State aforesaid, for and in consideration of the sum of **Seven Hundred Three Thousand And No/100 Dollars (\$703,000.00)**, hereunto me paid by **Norwood Nicholson Cox and Janet Harrington Cox**, Grantee(s), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said **Norwood Nicholson Cox and Janet Harrington Cox**, *for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion*, the following described property, to wit:

ALL AND SINGULAR, all that certain piece, parcel or lot of land, situate, shown and represented as **LOT 6** on a map of **ARCADIAN SHORES** prepared by Robert L. Bellamy, C.E., in November of 1964, and revised February, 1965, which said map was recorded on March 1, 1965, in Plat Book 43 at Page 8, Office of the Register of Deeds for Horry County, South Carolina.

SUBJECT TO that certain Declaration of Restrictions dated March 11, 1965, and recorded in Deed Book 325 at Page 212 and amended in Deed Book 465 at Page 844, Office of the Register of Deeds for Horry County, South Carolina.

THIS BEING the identical property conveyed to Julie B. Sheridan and Steven J. Sheridan from Robert Earl Palmer and Linda N. Palmer by Deed dated August 11, 2020 and recorded on August 14, 2020 in Deed Book 4334, Page 2193, Office of the Register of Deeds of Horry County, South Carolina.

TMS: 155-15-01-016 and PIN# 393-02-01-0143

Property Address: 10080 Washington Circle, Myrtle Beach, SC 29572

Grantee(s) Address: 10080 Washington Circle, Myrtle Beach, SC 29572

THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Norwood Nicholson Cox and Janet Harrington Cox**, *for and during their joint lives and upon the death of*

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either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind themselves and their heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **Norwood Nicholson Cox and Janet Harrington Cox, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion** against the Grantors and the Grantor's heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

(Signature Page to Follow)

IN WITNESS WHEREOF our Hands and Seals this 30th day of October, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Dana Wilson
1st Witness

Dana Wilson
1st Witness Printed Name

Katharine M. Keaton
2nd Witness/Notary
Katharine M. Keaton

2nd Witness Printed Name

Julie B. Sheridan
Julie B. Sheridan
Steven J. Sheridan
Steven J. Sheridan

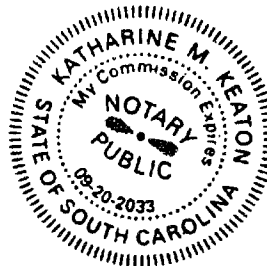
STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within Grantor sign, seal, and as his/her/their act and deed, deliver the within Warranty Deed; that deponent with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

SWORN to before me this 30th day of
October, 2023.

Katharine M. Keaton
Notary Public for South Carolina
Notary Public Printed Name: Katharine M. Keaton
My Commission Expires: 9-20-33

Dana Wilson
1st Witness



**HORRY COUNTY REGISTER OF DEEDS
TRANSMITTAL SHEET**

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY ,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Deed

DATE OF INSTRUMENT: .

DOCUMENT SHALL BE RETURNED TO:

NAME: Murray Law Offices Little River

ADDRESS:

3775 Sea Mountain Hwy

Little River, SC 29566-7861

TELEPHONE: (843) 692-2840

FAX: (843) 692-2840

E-MAIL ADDRESS: sherrispeer@murraylaw.info

Related Document

(s):

PURCHASE PRICE / MORTGAGE AMOUNT: \$ 703000.00

BRIEF PROPERTY DESCRIPTION: LOT 6, ARCADIAN SHORES

TAX MAP NUMBER (TMS #) 155-15-01-016; PIN# 393-02-01-0143 / PIN NUMBER: ,

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1.	<u>SHERIDAN</u>	<u>JULIE</u>	<u>B.</u>
2.	<u>SHERIDAN</u>	<u>STEVEN</u>	<u>J.</u>

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>MIDDLE NAME</u>
1.	<u>COX</u>	<u>NORWOOD</u>	<u>NICHOLSON</u>
2.	<u>COX</u>	<u>JANET</u>	<u>HARRINGTON</u>

EXHIBIT DD

REL29368/JUDY

280666

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **Mary K. McLaurin**, hereinafter called Grantor(s), in the State aforesaid for and in consideration of the sum of **TWO HUNDRED TWENTY THOUSAND DOLLARS and 00/100 (\$220,000.00)**, Dollars, to me paid by **Thomas P. Collins and Susan Lee Collins**, hereinafter called Grantee(s), (Receipt whereof is hereby acknowledged), has/have granted, bargained, sold and released; and by these presents, do/does grant, bargain, sell and release unto the said **Thomas P. Collins and Susan Lee Collins**, for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever, in fee simple, together with every contingent remainder and right of reversion, the following described property to wit:

Lot 13 Arcadian Shores and for a more complete description See Exhibit A Attached

GRANTEE(S)' ADDRESS: **101 Oakwood Drive
Shinnston, WV 26431**

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said , for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever, together with every contingent remainder and right of reversion.

AND I do hereby bind myself and my Heirs and Assigns, to warrant and forever defend all and singular the said premises unto the said **Thomas P. Collins and Susan Lee Collins** for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever, in fee simple, together with every contingent remainder and right of reversion, against me and my Heirs and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

BOOK 2020 PAGE 326

326

WITNESS the execution hereof by Grantor(s) this 10th day of March, in the year of our Lord

One Thousand Nine Hundred and Ninety-Eight and in the Two Hundred Twenty-Second year of the
Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

Mary K. McLaurin by Donald Leon McLaurin
Mary K. McLaurin by Donald Leon
McLaurin her Attorney-in-Fact

Janet T. Ray
1st Witness

Margaret E. Vauks
Notary

STATE OF SOUTH CAROLINA)

COUNTY OF _____)

ACKNOWLEDGEMENT
(under S.C. Code Sect. 30-5-30(C))

I, Margaret Vauks, a notary public for South Carolinas, do hereby certify that Mary K.
McLaurin by Donald Leon McLaurin her Attorney-in-Fact personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10th day of March, 1998.

Margaret E. Vauks
Notary Public for South Carolina
My commission expires: 9/20/2005

PREPARED BY:
Richard E. Lester
Van Osdell Law Firm
1301 48th Ave. North
Myrtle Beach, SC 29577

STATE 572.00 COUNTY 242.00
EXEMPT YES (NO)
ASSESSOR _____

BOOK 2020 PAGE 327

Exhibit A

In Horry County, South Carolina, Dogwood Neck Township, School District No. 8, all and singular that certain, piece, parcel or lot of land shown and represented on map of ARCADIAN SHORES prepared by Robert L. Bellamy, C.E., in November of 1964, and revised February 1965, which said map was recorded March 1, 1965, in Plat Book 43 at Page 8, Clerk's Office, Horry County, South Carolina as being lot or lots number Thirteen (13).

This property is subject to that certain declaration of restrictions dated March 11, 1965 and recorded in Deed Book 325 at Page 212, Clerk's office, Horry County, South Carolina, as modified or amended herein, to wit.

This being the identical property conveyed unto the Grantor herein by deed of Ocean Lakes Investment Company dated August 12, 1968 and recorded August 21, 1968 in Deed Book 392 at Page 262, records of Horry County, SC.

EXHIBIT EE

343837

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DEED TO REAL ESTATE

FILED
HORRY COUNTY, S.C.
2000 JUL -7 PM 4:21
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

KNOW ALL MEN BY THESE PRESENTS,

That I, Haley Damron Benik, in the State aforesaid for and in consideration of the sum of Forty Two Thousand Five Hundred Dollars (\$42,500.00) to me paid by R. Paul Benik, Jr., whose address is 628 Chestnut Road, Myrtle Beach, South Carolina 29572, in the State aforesaid, (Receipt whereof is hereby acknowledged) have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said R. Paul Benik, Jr., his Heirs and Assigns all of my right, title and interest in and to the following described property:

See attached "Exhibit A" for legal description.

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

TO HAVE AND TO HOLD all of my right, title and interest in and to the premises before mentioned unto the said R. Paul Benik, Jr., his Heirs and Assigns forever.

And I do hereby bind myself and my Heirs and Executors and Administrators, to warrant and forever defend all of my right, title and interest in and to the said premises unto the said R. Paul Benik, Jr., his Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the execution hereof by grantor(s) this 6th day of July, in the year of our Lord Two Thousand and in the two hundred and twenty-fifth year of the Sovereignty and Independence of the United States of America.

Patrick F. O'Shea
Witness
J. F. Veltman
Notary

Haley Damron Benik
Haley Damron Benik

DEED
2279 0005

STATE 110.50 COUNTY 46.75

EXEMPT

YES

NO

ASSESSOR

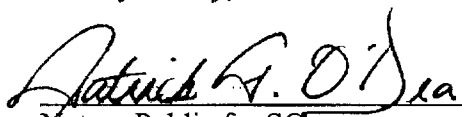
5

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned witness who after being duly sworn says that (s)he saw the within named grantor(s) execute the foregoing instrument and that (s)he with the other signed witness witnessed the execution thereof.

SWORN to before me this
6th day of July, 2000.


Notary Public for SC
My Commission Expires: 2/11/2003


Same witness sign again

(SEAL)

EXHIBIT "A"

ALL AND SINGULAR, that certain piece, parcel or lot of land, situate, lying and being in Dogwood Neck Township, School District No. 8, Horry County, South Carolina, and being designated as Lot Sixty-one (61) represented on map of Arcadian Shores prepared by Robert L. Bellamy, C.E. in November of 1964, and revised February 1965, which said map was recorded March 1, 1965, in Plat Book 43 at Page 8, Clerk's Office, Horry County, South Carolina.

Derivation: Deed of Distribution dated February 28, 2000 and recorded February 29, 2000 in Horry County Probate Court for the Estate of Julia L. Benik; also being the identical property conveyed unto Julia L. Benik by Deed of Ocean Lakes Investment Company, Inc., a South Carolina Corporation, recorded January 11, 1982 in the Office of the Clerk of Court for Horry County, South Carolina in Deed Book 734 at Page 175.

CORRY COUNTY AT 199903

TMS: 166-03-41-011

3427 14 614

7/14/00 go

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

AFFIDAVIT

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

1. That Haley Damron Benik transferred all of her right, title and interest in and to the property located at 414 Queens Road in Myrtle Beach, South Carolina, bearing Horry County Tax Map Number 166-03-41-011 to R. Paul Benik, Jr. on July 6, 2000.

The transaction was (Check One):

☒ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$42,500.00

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

The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et seq. because the deed is _____.

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as grantor.

I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Haley Damron Benik
Haley Damron Benik

SWORN to before me this 6th
day of July, 2000.

D. Hatterman
NOTARY PUBLIC for SC
My Commission Expires: 02/15/10

8

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS

R. PAUL BENIK, JR., RUDOLPH PAUL
BENIK, III., PAULA W. BENIK, ANTON
F. B. R. POSTER, SR. AND TERESA L.
POSTER, JOHANN M. MCCrackin,
TIMOTHY J. WENTZEL AND LISA D.
ABRAMS, SHERRY S. WEATHERLY,
JOHN D. DIEHL AND LISA R. DIEHL,
PAUL H. ERRICKSON AND LINDA M.
ERRICKSON, SAUNDRA PRIDGEN,
RONALD K. REYNOLDS AND
RASARIO REYNOLDS, V. SCOTT
MILES, VERNON G. MILES, SHARON
E. MILES, DEBORAH FLOYD, BROOKS
M. SAFRIT, WOODROW S. SAFRIT,
STEVEN ALAN SPEARES AND SYLVIA
MCCALL SPEARES, TRUSTEES OF
THE SPEARES REVOCABLE TRUST
U/A/D SEPTEMBER 24, 2019, STEVEN
P. LOMBARDI AND LISA A.
LOMBARDI, CHARLES B. HALL,
VIRGINIA G. HALL, SONIA HEYDT,
TRUSTEE OF THE SONIA HEYDT
LIVING TRUST, DATED DECEMBER
10, 2024, WENDY PIVARNIK, JOYE S.
BULL, TUMPIE B. BULL, MAXINE
WILLIAMS, TRUSTEE OF THE
MAXINE WILLIAMS LIVING TRUST
DATED OCTOBER 31, 2017, KIM
RITCHIE, VAN RAYE RITCHIE,
WILLIAM B. BURCH, SHARON K.
BURCH, TIMOTHY G. MARTIN,
REBECCA A. HARRINGTON AND
BRIAN J. MARTIN, AS TRUSTEES OF
THE GUY E. MARTIN AND ANN M.
DOZIER IRREVOCABLE TRUST
DATED JANUARY 25, 2017, MIRIAM R.
CROMER, NORWOOD NICHOLSON
COX AND JANET HARRINGTON COX,
THOMAS P. COLLINS AND SUSAN
LEE COLLINS, SHAWN KELLEY AND
KAREN ALBERT, JERRY STEVEN

Civil Action No. 2025CP2605366

**DEFENDANT'S ANSWER TO
PLAINTIFFS' VERIFIED AMENDED
COMPLAINT
(Jury Trial Demanded)**

WILSON AND DANA PRIDGEN	)
WILSON, PAMA C. FREE, GIOVANNI	)
CARAPELLI, JULIE A. BROOKS,	)
JENNIFER RAE MORRIS, CRAIG L.	)
LAMBERT AND LISA M. LAMBERT,	)
HENRY LAWRENCE SANDERSON III,	)
TRUSTEE OF THE HENRY LAWRENCE	)
SANDERSON, III REVOCABLE TRUST	)
DATED JANUARY 9, 2020, RONALD G.	)
BROOKS AND ROBIN D. BROOKS,	)
ROBERT CHRISTOPHER JONES AND	)
MELISSA COGHILL JONES, DARRYL	)
C. WILLIAMS AND MARY TORRENCE	)
WILLIAMS, DAVID T. TAYLOR AND	)
CATHERINE T. TAYLOR, SAMUEL	)
DEEP AND DIANNE DEE O, NATALI D.	)
AMARADASA,	)
ROSEMARY LONG JENRETTE AND	)
ARCADIAN	)
SHORES SINGLE-FAMILY	)
RESIDENTIAL	)
HOMEOWNERS ASSOCIATION, INC.,,	)
	)
Plaintiffs,	)
	)
vs.	)
	)
THE ARCADIAN INCORPORATED OF	)
MYRTLE BEACH,	)
	)
Defendant.	)

Defendant, The Arcadian Incorporated of Myrtle Beach (“Defendant”), by and through its undersigned counsel, hereby answers the Amended Complaint of the Plaintiffs and would respectfully show unto this Honorable Court as follows:

FOR A FIRST DEFENSE

1. Each and every allegation not hereinafter specifically admitted, denied or explained is denied.

FOR A SECOND DEFENSE AND BY WAY OF ANSWER

2. Paragraphs 1 – 44 of the Amended Complaint assert residency of the individual named Plaintiffs. Defendant is without sufficient information to form a belief as to these allegations and demands strict proof thereof.

3. Admits Paragraph 45 on information and belief.

4. Admits Paragraph 46.

5. Admits Paragraphs 47, 48 and 49.

6. Paragraphs 50 – 60 assert historical factual background. Defendant neither admits nor denies the assertions as set forth. Instead, Defendant relies on the filings, deeds, and other documentation of any historical transactions and expressly denies any assertions set forth therein that contradict those legal documents.

7. Denies Paragraphs 61 – 65.

8. Defendant admits Paragraph 66 as written, but denies that Plaintiffs have an “implied right” to park.

9. Denies Paragraphs 67 and 68.

10. Denies Paragraphs 69, 70, 71 and 72.

FOR A THIRD DEFENSE AND BY WAY OF ANSWER TO PLAINTIFFS’ FIRST**CAUSE OF ACTION
(Declaratory Judgment)**

11. Answering Paragraph 73, Defendant reasserts all previous defenses as if set forth verbatim herein.

12. Defendant denies Paragraphs 74, 75, 76, 77 and 78 as written and demands strict proof thereof.

13. Defendant is without sufficient information to form a belief as to the allegations of Paragraph 79 and therefore denies the same and demands strict proof thereof.

14. Paragraph 80 is improperly pled as it asserts conclusions of law as statements of fact and therefore requires no response. To the extent a response is deemed required, Paragraph 80 is denied as written.

15. Denies Paragraph 81.

16. Admits Paragraphs 82 and 83 on information and belief.

17. Denies Paragraphs 84, 85 and 86.

18. Paragraph 87 is improperly pled as it asserts a summary of law in other states as a statement of fact and requires no response. To the extent a response is deemed required, Paragraph 87 is denied.

19. Denies Paragraphs 88, 89, 90 and 91.

20. Answering Paragraphs 92 and 93, Defendant denies that Plaintiffs are entitled to any of the relief requested therein.

FOR A FOURTH DEFENSE AND BY WAY OF ANSWER TO PLAINTIFFS' SECOND
CAUSE OF ACTION
(Declaratory Judgment)

21. Answering Paragraph 94, Defendant reasserts all previous defenses as if set forth verbatim herein.

22. Answering Paragraph 95, Defendant craves reference to the legal document referenced therein and denies any portion of Paragraph 95 inconsistent with that document.

23. Answering Paragraph 96, Defendant craves reference to the legal document referenced therein and denies any portion of Paragraph 96 inconsistent with that document.

24. Paragraph 97 is improperly pled as it asserts conclusions of law as statements of fact and therefore requires no response. To the extent a response is deemed required, Paragraph 97 is denied.

25. Denies Paragraph 98, including all subparts.

26. Denies Paragraphs 99, 100, 101 and 102 as written.

27. Denies Paragraph 103.

28. Answering Paragraph 104, Defendant admits that Plaintiffs have filed for declaratory relief.

29. Admits Paragraph 105.

30. Answering Paragraph 106, Defendant denies that Plaintiffs will suffer irreparable harm if the status quo remains.

31. Answering Paragraphs 107 and 108, Defendant denies that Plaintiffs are entitled to any of the relief requested therein.

32. Denies Paragraph 109.

FOR A FIFTH DEFENSE AND BY WAY OF ANSWER TO PLAINTIFFS' THIRD
CAUSE OF ACTION
(Declaratory Judgment)

33. Answering Paragraph 110, Defendant reasserts all previous defense as if set forth verbatim herein.

34. Paragraph 111 is improperly pled as it asserts conclusions of law statements of fact and therefore requires no response. To the extent a response is deemed required, Paragraph 111 is denied.

35. Answering Paragraph 112, Defendant admits that the tracts referenced therein originated from Grantor OLIC. The remaining allegations of Paragraph 112 are denied.

36. Defendant is without sufficient information to form a belief as to the allegations of Paragraphs 113, 114, 115 and 116 and therefore denies the same and demands strict proof thereof.

37. Denies Paragraphs 117 and 118 as written.

38. Answering Paragraph 119, Defendant admits that Plaintiffs have filed a request for declaratory relief.

39. Denies Paragraph 120.

40. Answering Paragraphs 121 and 122, Defendant denies that Plaintiffs are entitled to the relief requested therein.

**FOR A SIXTH DEFENSE AND BY WAY OF ANSWER TO PLAINTIFFS' FOURTH
CAUSE OF ACTION
(Declaratory Judgment)**

41. Answering Paragraph 123, Defendant reasserts all previous defenses as if set forth verbatim herein.

42. Paragraph 124 is improperly pled as it asserts conclusions of law as statements of fact and therefore requires no response. To the extent a response is deemed required, Paragraph 124 is denied.

43. Admits Paragraph 125.

44. Denies Paragraph 126.

45. Denies Paragraph 127 as written.

46. Denies Paragraph 128.

47. Answering Paragraph 129, Defendant admits that the parties disagree on the claimed "right of Plaintiffs to park."

48. Answering Paragraph 130, Defendant admits that Plaintiffs have requested declaratory relief.

49. Answering Paragraph 131, Defendant admits that Plaintiffs are seeking declaratory rulings. Defendant denies that Plaintiffs' requests are valid.

50. Answering Paragraphs 132, 133 and 134, Defendant denies that Plaintiffs are entitled to any of the relief requested therein.

FOR A SEVENTH DEFENSE AND BY WAY OF ANSWER TO PLAINTIFFS'
FIFTH CAUSE OF ACTION
(Estoppel-Temporary and Permanent Injunctive Relief)

51. Answering Paragraph 135, Defendant reasserts all previous defenses as if set forth verbatim herein.

52. Denies Paragraphs 136, 137, 138, 139 and 140.

FOR AN EIGHTH DEFENSE AND BY WAY OF ANSWER TO PLAINTIFFS' SIXTH
CAUSE OF ACTION
(Negligence/Gross Negligence/Intentional Act)

53. Answering Paragraph 141, Defendant reasserts all previous defenses as if set forth verbatim herein.

54. Denies Paragraphs 142, 143, 144 (including all subparts), and 145.

55. Answering Plaintiffs' unnumbered paragraph beginning with "WHEREFORE," Defendant denies that Plaintiffs are entitled to any of the relief requested therein.

FOR A NINTH DEFENSE

56. Plaintiffs' Complaint fails to state facts sufficient to constitute viable causes of action against Defendant and should be dismissed pursuant to S.C.R.C.P. 12(b)(6).

FOR A TENTH DEFENSE

57. Plaintiffs' Complaint should be dismissed due to the legal defense of consent and waiver. Plaintiffs previously complied with the parking pass system to which they now object.

FOR AN ELEVENTH DEFENSE

58. Plaintiffs' Complaint is barred by the Doctrine of Estoppel, as Plaintiffs agreed to the current parking pass system for many years.

FOR A TWELFTH DEFENSE

59. Defendant would respectfully show that the applicable statute of limitations bars Plaintiffs from recovery in this action.

FOR A THIRTEENTH DEFENSE

60. Plaintiffs' Complaint should be dismissed based on the Doctrine of Res Judicata. This issue was previously adjudicated and it was determined that no party could obstruct the easement, even temporarily.

FOR A FOURTEENTH DEFENSE

61. If Plaintiffs are entitled to any recovery, which is denied, such recovery is due in whole or in part to acts and/or omissions of the Plaintiffs and, therefore, the Plaintiffs do not have clean hands and are not entitled to recover any indemnification from the Defendant.

FOR A FIFTEENTH DEFENSE

62. Plaintiffs lack standing to assert any claims against Defendant.

FOR A SIXTEENTH DEFENSE

63. Defendant pleads that, even assuming *arguendo* the existence of an express or implied easement benefitting Plaintiffs, the same being expressly denied, Plaintiffs' claimed use

of Defendant's parcel for parking constitutes an impermissible enlargement of the easement and overburden of the servient estate.

FOR A SEVENTEENTH DEFENSE

64. Defendant pleads that Plaintiffs' claims are barred by the Statute of Frauds to the extent they seek to enlarge or enforce alleged easement rights beyond those set forth in a written instrument.

WHEREFORE, having fully answered the Amended Complaint of the Plaintiffs, Defendant respectfully requests that this Court dismiss Plaintiffs' Amended Complaint and grant Defendant such other relief as the Court deems just and proper.

MCANGUS GOUDELOCK & COURIE, LLC

s/ Dominic A. Starr

DOMINIC A. STARR (SC Bar No. 66231)
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J. CHRISTOPHER CLARK (SC Bar No. 68434)
chris.clark@mgclaw.com
2411 North Oak Street, Suite 401
Myrtle Beach, South Carolina 29577
Telephone: (843) 848-6000
Facsimile: (843) 449-2306
ATTORNEYS FOR THE ARCADIAN
INCORPORATED OF MYRTLE BEACH

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CIVIL ACTION NO.
	)	
R. Paul Benik, Jr., Anton F.B.R. Poster, Sr.,	)	
et al.,	)	
	)	
Plaintiffs,	)	
vs.	)	AFFIDAVIT OF WILLIAM BELLAMY
	)	
The Arcadian Incorporated of Myrtle	)	
Beach,	)	
	)	
Defendant.	)	
	)	

PERSONALLY APPEARED BEFORE me, the undersigned, who being duly sworn, deposes and states:

1. My name is William George Bellamy. I am over the age of eighteen (18) years and competent to make this Affidavit based on my personal knowledge, experience and training, and expertise in the field of civil engineering.

2. I graduated from Myrtle Beach High School in 1960.

3. I attended Clemson University from September 1961 to December 1962 and majored in civil engineering.

4. I was registered and licensed with the State Board of Engineering for the State of South Carolina. Also, I was licensed with the State Board of surveying for the State of South Carolina.

5. I was employed by Robert L. Bellamy Associates, Inc., beginning in 1964 until I retired in 2019. I later became an owner and/or shareholder in the company and later became President.

6. I am not a party to the above-entitled action.

7. This Affidavit is submitted in support of the allegations contained in the Plaintiffs verified complaint.

RELEVANT FACTUAL HISTORY

8. The Subdivision known as Arcadian Shores (“the Subdivision”) is located in the unincorporated portion of Horry County, South Carolina. The Subdivision was planned, developed, and created by Ocean Lakes Investment Company, Inc. (“the Developer”) in the 1960s.

9. The Developer and Common Grantor, Ocean Lakes Investment Company, Inc. (“OLIC”) acquired the 109.8-acre land that became the Subdivision by deed dated March 17, 1967, recorded in Deed Book 303 at page 408, later corrected by deed dated May 5, 1965, recorded in Deed Book 326 at page 137.

10. I had an opportunity to personally work on the initial Maps of Arcadian Shores Subdivision while assisting my father Robert L. Bellamy, C.E. The first map of Arcadian Shores Subdivision was dated November of 1964, and revised in February of 1965, and was originally recorded on March 1, 1965 in the office of the Clerk of Court for Horry County in Plat Bood 42 at page 62, and further revised and re-recorded on March 17, 1967 in the office of the Clerk of Court for Horry County Plat Book 54 at Page 135 records of Horry County, South Carolina.

11. The widths of Arcadian Drive (75’), Ocean Lakes Road (40’), and Kinston Road (70’) in Arcadian Shores Ocean Front Development Subdivision (“Arcadian Shores”) were specifically designed for ingress and egress and gaining access to the beachfront area, including parking in and along their beach access points and termination by homeowners who resided in Arcadian Shores Subdivision. These multiple beach access roads were considered to be acceptable

for the new Subdivision since, in the case of Arcadian Shores, the ocean front roads were supporting a residential neighborhood with roughly 110 acres and 90 planned off-ocean lots.

I affirm that the foregoing is true to the best of my personal knowledge or on information and belief. I understand that the penalty for intentionally providing false information involves prosecution for perjury and the penalties associated with doing the same.

FURTHER AFFIANT SAYETH NOT.

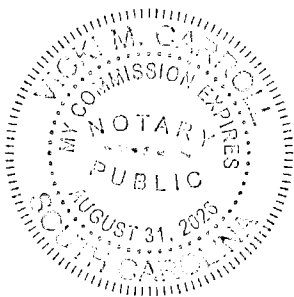
William George Bellamy
William George Bellamy

SWORN to and subscribed before me this
24 day of July, 2025.

Vicki M CARROLL
Notary Public for the State of South Carolina

Vicki M CARROLL
Printed Name of Notary Public

My Commission Expires: 8/31/2026



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CIVIL ACTION NO.
	)	
R. Paul Benik, Jr., Anton F.B.R. Poster, Sr.,	)	
et al.,	)	
	)	
Plaintiffs,	)	AFFIDAVIT OF ANTON F.B.R. POSTER, SR.
vs.	)	
	)	
The Arcadian Incorporated of Myrtle	)	
Beach,	)	
	)	
Defendant.	)	
	)	

PERSONALLY APPEARED BEFORE me, the undersigned, who being duly sworn, deposes and states:

1. My name is Anton F. B. R. Poster, Sr. I am over the age of eighteen (18) years and competent to make this Affidavit based on my personal knowledge as a Homeowner in Arcadian Shores.
2. I attended the University of South Carolina (mostly the Coastal Carolina branch in Horry County) and majored in business administration.
3. I graduated from Coastal Carolina in 1975.
4. I worked for the law firm of Dusenbury, Hendrix and Little for 5 years, Coastal Federal Savings and Loan for 13 years, and have been self-employed for 36 years as a residential and commercial real estate appraiser in the Myrtle Beach, Horry County, South Carolina area.
5. I am a party to the above-entitled action.

6. A copy of my Deed, marked **Exhibit "A"**, is attached hereto and incorporated by reference as part of this Affidavit. Also attached hereto and incorporated by reference as part of this Affidavit is Deed dated June 13, 2023, Recorded in Book 4690 at Page 2672 in the Horry County Register of Deeds as my wife transferred a Life Estate into my name.

7. This Affidavit is submitted in support of the allegations contained in the Plaintiffs' Verified Complaint.

**FACTUAL HISTORY OF PERSONAL OWNERSHIP AND
USE OF CONDOMINIUM UNIT**

8. My mother and father moved from New York to Myrtle Beach in 1950 and built a house next door to my mother's parents to the North of, but in the school district of, Myrtle Beach in 1950, in an ocean/beach front subdivision. My father, Gerbrand Poster, Jr., founded Coastal Federal Savings and Loan. He was the manager but felt that it was good idea to have someone else as the President. From the Board of Directors Mr. Robert E.L. Brown was chosen to be President. From the time that I was roughly twelve, once both my brother and sister were college bound, and on their ways to being adults, my father had me learning the ins and outs of elements of the business world. One summer he had me going downtown with him and spending the days with the surveying firm of Robert L. Bellamy so I could learn mapping aspects of real estate. Later, once I had graduated high school and was starting to attend the Coastal Carolina branch of U.S.C., he arranged for the real state law firm of Dusenbury, Hendrix and Little to hire me for the summer, although I ended staying with them for many years, so that I could learn real estate laws. Again, before and through the early and later 1960s I learned from my father that in those early days of the Savings and Loan its primary thrust was for residential real estate development. As I would

learn, in my youth and in business school and later as a “banker” myself, deposits are necessary for banking, but they sit on the liability side of the lending institution's balance sheet – the assets are loans. Thus, real estate development was of paramount importance in his mind, and Savings and Loans and their officers were originally created to assist with residential ownership in various types of subdivisions.

9. While going back and forth to work and while looking at properties which were to be funded my father loved detouring around and looking at the many properties he would find. Sometime in early 1964 I remember his once taking the family to the end of a street that stopped at the ocean and proudly declaring that the mostly bare knoll of land on which we sat would one day extend itself along the coast and likely become heavily developed - that land is now known as Shore Drive. Another time he drove my sister and me to school (on his way to his office) and took a rutted dirt path he had found which went from the Dunes Club to 38th Avenue North and talked about it possibly being a “real road” one day – that path is now Highway 17 Bypass. It was during one of his trips downtown that he came across another find lying between our subdivision and downtown. I remember his bringing me to show me what he declared should be a new Subdivision. He envisioned that it should be an ocean front subdivision, similar to where we lived, with its own beachfront area. What I remember was the view from where we parked from the Atlantic Ocean and a large lake. We were parked at what is now the entrance into Arcadian Drive from Kings Road and I was looking at Lake Arcadia.

10. My father contacted two members of his S&L Board, Bob Brown (mentioned above) and John McLeod. Mr. Brown had a wealthy wife and it was his job to find ways in which to invest her money. Mr. McLeod was a well-established and respected realtor. They bought the

ocean front acreage which would become Arcadian Shores, roughly 1/3 mile wide and one-half mile from Kings Road to the Ocean, from the Burroughs family (as in Burroughs and Collins Company and Burroughs and Chapin) and my father's "finding" the property bought him an ownership interest as a finder's fee. The developers became Ocean Lakes Investment Co. (OLIC, for short). Then, over the next year or so while driving to or from downtown Myrtle Beach, where I attended school and his work, we would sometimes come and park on the street becoming Arcadian Drive to enjoy the view and discuss the plans. On occasion Mr. Brown or Mr. McLeod would accompany us and they would park by the side of the paths to brainstorm.

11. Messrs. Brown, McLeod and Poster began to form their ideas for the new subdivision. In 1954, before Coastal Federal was founded in December of that year, Myrtle Beach was hit by Hurricane Hazel. One of the things that came to light from that occasion was that residential-style construction did not stand up very well against the force of a massive hurricane. Thus, it was determined that the residential portion of Arcadian Shores would sit "back" from the ocean by two blocks, and the first two blocks located on the ocean would be reserved for commercial grade/type improvements, such as high-rise hotels and also low-rise motels. Condominiums were a new concept, although the Kingston Arcadian H.P.R. was one of the first condominium projects in the area.

12. My grandfather (who, again, lived next door to us in our ocean front subdivision) had chronic back problems since becoming an adult (he would have been born in circa 1880 and thus been 68 when they built in 1948). This condition started to present itself in my mother in her 40's, and she eventually had severe back problems and limited mobility by the early mid 1960's, leading to surgery in the mid-60s. Therefore, as a member of the development firm OLIC, my

father was sensitive to the needs of various people, including those with children or infirm and/or disabled individuals who may have a need to drive to and park at the beach.

13. The parking widths of the roads in Arcadian Shores could and would allow for ingress and egress to the beachfront along with an access ability with parking for residents including disabled members of the proposed beachfront community. These multiple beach roads were considered to be acceptable for the new Subdivision since, in the case of Arcadian Shores, the ocean front roads were supporting a residential neighborhood with roughly 110 acres and 90 planned off-ocean lots. Whereas the Arcadian Shores Subdivision's plats were recorded at the Court House, the developers (again, Messrs. Brown, McLeod and Poster) were always careful to ensure that the roads would not be dedicated to the public but would remain available for the private use of owners and residents of the Subdivision for beach access and parking. Just as Mr. Robert Bellamy had and would plan and plat many of the ocean front neighborhoods owned and developed by the Burroughs family within the City Limits of Myrtle Beach the decision was made in Mr. Bellamy's platting the Arcadian Shores subdivision to have wide streets which would go all the way to the ocean and beach placed between blocks in order to allow for beach access for property that was not directly on the beach. These ideas together meant for Arcadian Shores, which had a large swath of available beachfront, to connect this beachfront to the residential area, and so a (75') wide road (Arcadian Drive) and a narrow (40') road (Ocean Lake Road), and eventually another wide (70') road (Kingston Road) were all planned and platted.

14. As stated, this was the procedure that was also used in Myrtle Beach proper, where "avenues" which ran perpendicular to the Ocean would continue going eastward/oceanward from Ocean Boulevard to the Atlantic itself and thus provide access and parking, at each avenue's end,

for residents of the city. The typical width of each of these avenues (in the City of Myrtle Beach) was sixty feet (60') and this width was adequate for parking as well as access, with a typical street/avenue allowing for 20' width of paving and an additional 20' "length" on each road's sides for car parking purposes. As such even a 40' wide road would be able to hold at least one car's length of parking spaces as well as the road itself. As in the City of Myrtle Beach, the Arcadian Shores' development plan meant for the roads, themselves, as well as their extra width of the roads, to be an asset and a value enhancement for all owners within the Subdivision by providing parking for all residents, as opposed to selling the maximum front footage to and for ocean front development with a few narrow walking paths to the ocean front left and allowed for the residents. If instead of the roadways there had been two or three 5' to 10' wide walkways placed going to the beach, to allow for foot traffic from the residential area of the Subdivision to the ocean frontage, and said frontage was clearly the most valuable portion of the tract, the amount of ocean frontage available for sale could have been increased by roughly 10%. It was felt that access and parking rights being available to all the properties within the neighborhood would produce a greater value impact for OLIC than this 10% increase in available ocean frontage, especially since OLIC itself was retaining the ownership of the actual ocean frontage.

15. My father had an aneurism in February 1972 and Mr. John McLeod passed away in October of that same year. My father then passed away in 1979. In between that time the new manager for Coastal Federal hired me (at the beginning of 1976) from Dusenbury, Hendrix and Little and I had become a loan officer. By the early 1980's various residential lots and ocean front and second row blocks within Arcadian Shores had been leased and/or sold, but OLIC had ownership of unsold lots and small parcels and all common elements, including all roads and the

beachfront. In 1980 Mr. Bob Brown, as then President of OLIC asked me to come in and take over as its operating officer, specifically charged with the duty to attempt to liquidate OLIC once and for all.

16. I negotiated the sale of the land leased to the Hilton Hotel to the Hilton itself. I had the unsold lots divided amongst the shareholders. By this time, I had been named the Chief Appraiser for Coastal Federal and had undergone extensive classes in appraisal theory and practice from the American Institute of Real Estate Appraisers. In order to be impartial, I allowed the McLeod Real Estate firm to assign a uniform value for all the remaining lots. Nonetheless, I was trained in real estate evaluation, especially for residential purposes. I was anxious, therefore, to maximize the possibilities of ownership for my mother, who was to receive several lots. Accordingly, I suggested that three of the four lots she was to receive be located on Kingston Road, since it was a road with direct access and parking to the beach. OLIC needed to continue paying for maintenance of the common areas or take a chance at losing property values for each and all of the lots which had been sold and/or divested from the corporation to the individual shareholders. Mr. Ralph Haile, an insurance agent who owned a house in the Arcadian Shores Subdivision, and who knew me from my loan officer days with Coastal Federal, contacted me; he was wondering if OLIC was preparing to give the common elements, including the beach access roads, to the county. I acknowledged to Mr. Haile that taking care of the paved roads in the neighborhood could be expensive to a small community. I let Mr. Haile know I would look into various ideas and get back to him. I persuaded the Hilton Hotel to take possession of the paved roads within the Subdivision - including the paved portions of Arcadian Drive, Ocean Lake Road, and the privately owned portion of Kingston Road, which led from the residential area of the Subdivision to the ocean and

beachfront along with the existing access rights over same. I was working with the local attorney Howell V. ("Skeets") Bellamy, Jr. in order to close out OLIC. I contacted Mr. Haile with information about the paved roads, and he assured me that he had enough people who were willing to band together and form an "after-the-fact" Homeowner's Association that could and would incorporate and be willing to take possession of the remaining elements of the lake and unpaved roads, paths and abutting tract. This was what Mr. Bellamy, and I had been waiting for and he had his firm do the paperwork so the Ocean Lakes Investment Corporation could be dissolved, which included a deed signed by me in January of 1982. In this process Mr. Bellamy and I wanted to protect the rights of the residential homeowners. This was essential to me since my disabled mother, who had to have hip surgery in 1970, had received the four mentioned lots within the Subdivision in 1981 and might choose to build within the neighborhood, and I had purchased one of those lots, on Kingston Road, from her in that same year. Having been raised in an ocean front subdivision and being familiar as an appraiser with the effects of these subdivision types, I knew that parking and access to a beach provided a valuable enhancement to ocean front communities/subdivisions. The rights to full access to the beach, including parking, was meant and intended to be transferred by deeds conveying both the beach, and access to the beach, including that deed which I signed in 1982, recorded in Deed Book 734, Page 196 (RMC for Horry County).

(SIGNATURE PAGE TO FOLLOW)

FURTHER AFFIANT SAYETH NOT.

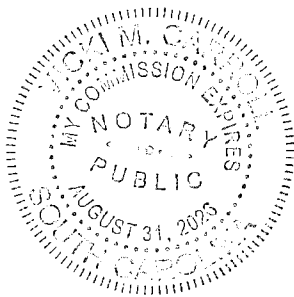
Antoin F. B. R. Poster, Sr.
Antoin F. B. R. Poster, Sr.

SWORN to and subscribed before me this
2nd day of July, 2025.

Vicki M CARROLL
Notary Public for the State of South Carolina

Vicki M CARROLL
Printed Name of Notary Public

My Commission Expires: 8/31/2026



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CIVIL ACTION NO.
	)	
R. Paul Benik, Jr., Anton F.B.R. Poster, Sr.,	)	
et al.,	)	
	)	
Plaintiffs,	)	
vs.	)	AFFIDAVIT OF PAUL BENIK
	)	
The Arcadian Incorporated of Myrtle	)	
Beach,	)	
	)	
Defendant.	)	
	)	

PERSONALLY APPEARED BEFORE me, the undersigned, who being duly sworn, deposes and states:

1. My name is Paul Benik. I am over the age of eighteen (18) years and competent to make this Affidavit based on my personal knowledge as a Homeowner in Arcadian Shores.
2. I graduated from Myrtle Beach High School in 1968.
3. I attended Clemson University from September 1968 to December 1970 and majored in mathematics.
4. I married Paula Diane Walters on November 25, 1971, and had two children: Haley Damron Benik and Rudolph Paul (R.P.) Benik III. We have been happily married for 53 years.
5. I am a party to the above-entitled action.
6. A copy of the Deed, marked **Exhibit "A"**, is attached hereto and incorporated by reference as part of this Affidavit. Attached hereto and incorporated by reference as part of this Affidavit is Deed filed on July 7, 2000, recorded in Deed Book 2279 at Page 0005 in the Horry County Register of Deeds.

7. This Affidavit is submitted in support of the allegations contained in the Plaintiffs' Complaint.

RELEVANT FACTUAL HISTORY

8. I worked for John A. McLeod, Inc. beginning in January of 1972. I became a licensed real estate agent in February of 1972. Julia L. Benik, my mother, was the corporate secretary of John A. McLeod, Inc. She was also a stockholder and corporate secretary of Ocean Lakes Investment Company, Inc. (OLIC), the developer of Arcadian Shores Subdivision. Mr. John McLeod was the chief operating officer of (OLIC).

9. In March of 1972, Archie S. Dargan, a local general contractor, and John Whitaker, of Venture Management, based in Winston-Salem, North Carolina, met with Mr. McLeod to negotiate the purchase of Block F of Arcadian Shores Subdivision, and develop Arcadian I, a 17-story high rise condominium, with John A. McLeod, Inc. as the exclusive real estate sales agency for the project. Within one year, the same was negotiated to build Arcadian II condominium on Block G.

10. Prior to the start of construction of Arcadian I, construction of the Myrtle Beach Hilton Hotel was underway.

11. In 1974, when Arcadian I was ready for occupancy, 28 residences were already built on the single-family restricted lots of the subdivision (**See Exhibit A**). The subdivision was designed as a beachfront community with multifamily resort development oceanward of Lake Shore Dr and restricted single-family lots west of Lake Shore Dr. It was usual, frequent and customary for homeowners of these residences to park their automobiles at the beach access points of Arcadian Drive, Ocean Lake Road and Kingston Road to enjoy the beach, as the subdivision

layout was designed, in order for all property owners of the subdivision to fully and conveniently enjoy the beach.

12. The stockholders of OLIC, including R. L. Bellamy whose firm originated the recorded subdivision plat, were long-time residents of Myrtle Beach, including founding board members of Coastal Federal Savings and Loan, a local S&L. Mr. John was the Chairman of the Board from its inception until his death in October of 1972. The subdivision layout as recorded followed the beach typical access plan of Myrtle Beach that the OLIC members were accustomed (public beach access points with room to park to enjoy the beach). But the roads of the subdivision were to remain private, not public. This gave OLIC full control of the subdivision as it was being built out.

As an example of such vision OLIC conveyed Kingston Road from Kings Road to Lake Shore Drive, to the State to meet lending requirements to develop the Myrtle Beach Hilton Resort Hotel. Another example is the removal of that part of Beach Club Drive between Block A and Block H, and Block D and Block E to accommodate the Hilton Resort and Sea Watch projects.

**FACTUAL HISTORY OF PERSONAL OWNERSHIP AND
USE OF CONDOMINIUM UNIT**

13. I purchased Unit 5C of the Arcadian I condominium in 1974. I was one of the first units to close in 1974. I also purchased Lot 39 in 1979 and Lot 79 in 2007.

14. Unit 5C was my primary residence until I sold it in 1979 and built my home on Lot 39 of the subdivision. As a permanent resident of Arcadian I, I personally witnessed homeowners of the subdivision continuing to park their vehicles at the beach access points on Arcadian Drive and at the crosswalk beach access point at the end of Ocean Lake Road. Such was usual, regular and customary.

15. Common grantor, OLIC, and John A. McLeod Inc set a real estate sales and rental office trailer on the north-east side of Arcadian Drive forward of Beach Club Dr toward the ocean, with parking for the unit in the Arcadian Dr R/W. Its purpose was an on-site office for lot and condo sales in the subdivision, and check-in/checkout and rental inquiry for weekly summer condo rentals in the subdivision. To the best of my recollection the sales and rental unit was installed from 1975 to 1983 before it was removed. Also, from time to time, I parked a 14' aluminum Lund boat with a 25-horsepower outboard motor at the rental office in the Arcadian Dr R/W, which I would launch from the beach to fish beyond the breakers. When launching and retrieving the boat I park my vehicle and trailer temporarily in the Arcadian Dr or Kingston Road R/W.

16. That part of Ocean Lake Road between Beach Club Drive to the beach crosswalk is a landscaped median separating finished ingress and egress roads to Arcadian I and II condominiums. This is because Arcadian I was completed and occupied while construction was ongoing on Arcadian II. A finished road access to Arcadian I was installed within the Arcadian I parcel. A construction entrance was installed on the Arcadian II parcel. Once Arcadian II was completed, the construction entrance to Arcadian II was upgraded. That part of Ocean Lake Road between Beach Club Drive to the entrances of Arcadian I and II parking was landscaped while Ocean Lake Road at the beach access point was paved with asphalt. OLIC permitted this because the condominium buildings were identical and gave a more pleasing appearance of one property. When the continuous seawall was later installed in front of Arcadian I, Ocean Lake Road and Arcadian II, a crosswalk with steps over the seawall was also installed for beach access.

John A McLeod Inc was a small real estate agency located 1220 N Kings Hwy in downtown Myrtle Beach. It consisted of an open real estate sales area with three desks occupied by Ray Johnston, John A McLeod Jr, and me, and three individual offices for John A McLeod Sr, William Ducan McLeod and Julia L Benik. I say this because the agency was a small shop. Arcadian Shores Subdivision was the primary source of real estate sales at that time. It was without question that everyone in the office new that the subdivision was designed so all property owners of the subdivision could to park at the beach access points. To this day there are recent MLS listings of Arcadian Shores Subdivision lots and single family properties that either express or imply beach access with the right to park.

I would like to point out that the Arcadian I condominium was the first oceanfront highrise condominium in South Carolina. The Myrtle Beach Hilton Hotel was the first hotel that Corporate Hilton managed, but did not own. Arcadian Shores Golf Course was built during this time and I understand that it was the first Golf Course designed by Robert Trent Jones' son, Reese Jones, independent of his father. The golf course was under a long term lease to the Lessees of the Myrtle Beach Hilton property. I mention these things because, while the surfaces of the interior roads servicing the single family lots of the Arcadian Shores Subdivision were unpaved Coquina dirt roads until 2004, the subdivision as a beach front community with beach access and abundant area to park, maintained a positive impact on lot values regardless of the high maintenance and poor quality of the unpaved roads.

In 1973 Sea Gate Villas was the first condominoium project to be completed in Arcadian Shores Subdivision. The developer was Warren Cromley. As you can see on the current arial photo vehicles are parked in the road R/W of Arcadian Dr, Lake Shore Dr, Ocean Lake Road and

Beach Club Dr. OLIC permitted this because the width of the roads R/W permitted parking without blocking the free flow of traffic throughout. Again, this was due to the planned layout of the roads of the in the beach front area, more than enough room for access, ingress, egress and parking for all subdivision property owners.

Between 1977 and 1979 OLIC built spec homes on lots 57, 67 and 69. The homes were exclusive listings of John A McLeod Inc and were sold as property in a private beachfront community with beach access points that included parking on the roads R/W. Same applies to Lot 74, on which a spec home was built by Buddy Hewitt of Hewitt Contruction, and John A McLeod Inc as the exclusive listing agent. Common sense tells one that the developer and owner of the roads R/W would not dare deter sales of its spec homes or other subdivision listings, by excluding the right to park at the beach access points, as the roads R/W are laidout in the plat, to accommodate parking without blocking ingress and egress for others. And, consider the negative impact to property values in a beach front community without the right to park. Who would want to walk more than a ½ mile to the beach, with chairs, beach umbrella, towels, children, children's toys, pets, etc in hand? No one! In this case ingress and Egress has no realistic meaning to access the beach without a non-exclusive right to park!

17. In 1981, Arcadian I encroached into the adjacent road right-of-way of Arcadian Drive and Beach Club Drive by installing a split-rail fence approximately 15 feet in the roads' right-of-way.

18. July Haile, owner of Lot 51, sued and won a Judgment against Arcadian I (the Haile Order). The Judgement states:

- a. All property owners of the subdivision have the same private easement rights because their deeds reference the recorded plats; and
- b. Arcadian I, its employees, agents and servants are permanently enjoyed from encroaching upon and interfering with another property owner's private easement rights.

19. My son, R. Paul Benik, Jr and my daughter, Haley Damron Benik were heirs to Lot 61 through my mother's estate at my direction. I later purchased Haley's interest in Lot 61. A copy of the Deed, marked **Exhibit "B"**, is attached hereto and incorporated by reference as part of this Affidavit. Attached hereto and incorporated by reference as part of this Affidavit is Deed filed on July 7, 2000, recorded in Deed Book 2279 at Page 0005 in the Horry County Register of Deeds.

20. Lot 39 is owned by my wife, Paula W. Benik, and this is where I reside. I had joint ownership in Lot 39 when it was purchased, but removed my interest in the title for professional liability risk management reasons. A copy of my Deed, marked **Exhibit "C"**, is attached hereto and incorporated by reference as part of this Affidavit. Also attached hereto and incorporated by reference as part of this Affidavit is Deed dated January 25, 1988, recorded Deed Book 1198 at Page 629 in the Horry County Register of Deeds.

21. On January 11, 1982, Ocean Lakes Investment Company, Inc. conveyed the remaining unsold and unrestricted parcels of the subdivision adjacent to Kings Road, with covenants restricting the parcels to residential use.

22. On June 14, 1982, in conjunction with its dissolution, Ocean Lakes Investment Company, Inc., by a corrective quit claim deed, conveyed to the numbered single family lot

owners, access, ingress and egress across the roads to the beach access points. Anton Poster was managing vice president of Ocean Lakes Investment Company, Inc. at the time of dissolution. I am sure he will testify that it was never the intent to eliminate any property owner of the subdivision the right to park at the end of Arcadian Drive, Ocean Lake Road and Kingston Road to access the beach.

23. At some point after the judgement a sign was installed at the intersection of Arcadian Drive and Beach Club Drive displaying the wording "Private Property," "Parking for Arcadian I and II Condominium Owners and Their Guests." ASSSF HOA Board brought this to the attention of Arcadian I. Arcadian I revised the wording to "Private Property," "Parking for Arcadian Shores Homeowners And Their Guests."

24. In 2000 the Arcadian Shores Special Tax District was established by ordinance as a compulsory way to fund paving, curbing and drainage infrastructure of the interior roads. Work was completed in 2004. Now that the formal road surfacing, curbing and drainage infrastructure was completed the road project resulted in an increase in real estate interest and sales activity.

25. With this new interest in the community, ASSSF HOA originated its own golfcart decal and a vehicle identification card beginning in 2007 to display on the vehicle's dash for the property owners and their guests. The HOA created its own identification system as a courtesy and convenience for beach front properties, to identify the subdivision property owners' golfcarts/vehicles, who were active members of the HOA. I have personally expanded the identification system to include the other properties of the subdivision. Decals and vehicle cards are available to all property owners.

26. The identification system worked basically without major issue until July 2020, when Arcadian I started issuing parking violations to property owners with the threat to tow. Arcadian I also insisted, at one point, that property owners sign a liability waiver to purchase an Arcadian I decal. Furthermore, there was no provision for property owners' family members and guests to park their vehicles.

27. In 2005, ASSSF HOA retained the Newby Law Firm to address our parking rights with the Myrtle Beach Hilton Hotel. Sometime between 2007 and 2009, I personally met with FelCor Lodging Trust, Inc. representatives, owners of the Myrtle Beach Hilton at that time, and presented the Haile Order supporting our parking rights at the end of Kingston Road. The Royal Palms HPR tower was completed. In that meeting, FelCor said that the county permitted FelCor to include the asphalt parking spaces in the Kingston Road R/W to determine the total number of condo units to be built. However, I left the meeting with the understanding that the hotel owners and staff recognized the Haile Order, and all property owners had a non-exclusive right to park at the Kingston Road beach access. Since then, there have been no parking issues with the Hilton regarding the Kingston Road beach access point.

28. Several property owners retained the Bellamy Law Firm to address the issues. Arcadian I agreed to accept our identification decals and vehicle cards (**See Exhibit "D"**) and is memorialized the meeting between Bellamy Law Firm and John Leiter, attorney representing Arcadian I.

29. Since 2023, Arcadian I has sold annual parking privileges to property owners outside the subdivision, and encroached into the Arcadian Dr R/W installing tow-away-way signs, a fence across part of Arcadian Drive, and signs that say "No Public Beach Access." And, recently,

had a property owner's golfcart, with our identification system displayed, towed from Arcadian Drive at the beach access point.

30. The issue with Arcadian I appears to be whether or not parking in the Arcadian Dr R/W is part of our private easement rights. If the intent of the subdivision developer was to give ingress and egress only and not the right to park at the beach access point, then why not provide a 10' foot easement starting at Beach Club Drive, instead of a 75-foot R/W to the beach. Such would increase the oceanfront footage of Block F by more than 25%, increasing its sales value by the same.

31. In summary, what we have now is Arcadian I intentionally and deliberately violating my private easement rights granted by the developer and the Hail Order by:

- a. Installing a barrier fence in the R/W;
- b. Posting tow-a-way signage in the R/W;
- c. Issuing warning tickets with the threat to tow if on does not purchase an Arcadian I decal;
- d. Signing a liability waiver;
- e. Recently choosing not to recognize the HOA and associated decals; while, at the same time:
 - f. Allowing Ocean Ridge development property owners and others outside the Arcadian Shores Subdivision to park for an annual fee;
 - g. Allowing its staff, cleaning crews and subcontractors the right to park in the R/W;
 - h. Allowing overflow parking for its rental guest to park in the R/W;

- i. And refusing to issue Arcadian I decals to certain property owners of Arcadian Shores Subdivision.

32. The Hail Order with reference to Blue Ridge Realty vs Williamson has determined that ALL property owners, which includes Arcadian I property owners, have the same private easement rights. If so, then ALL either have the right to park, or ALL do not have the right to park. You cannot have it one way for one property owner and another way other property owners. Furthermore, while the Haile Order does not say one CAN park, it also does not say one CANNOT park.

33. The appurtenances that are part of the quit claim conveyance does not limit one to ingress and egress, only. The term “access” is included (access, ingress and egress). The term “access” can be broad and mean several things, which ultimately can be ambiguous. In context and considering surrounding circumstances, it means the right to park. Arcadian Drive is a 75’ R/W with approximately 24 feet of asphalt bordering 25.5 of R/W on either side with the ability to park perpendicularly to the asphalt without obstructing or interfering with ingress and egress of others, as it was purposed by the developer.

To meet code a parking space is 9’ by 19’ or 10’ by 20’. Using a 10’ by 20’ parking space, that part of Arcadian drive that we are addressing, can accommodate 36 parking spaces on the northeast side of the R/W, 31 parking spaces on the on the southeast side of the R/W, and have a whopping 35’ of unobstructed R/W (24’ paved) for the free flow of traffic. See the attachment included. That’s 67 parking spaces for autos. However, most subdivision properties access the beach with golf carts.

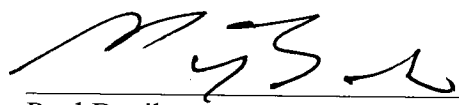
34. The closest single-family lot is 1,155 feet (3 football fields) to the Arcadian Dr boundary line at the beach access. My property is 2,885 more than ½ mile. It is unreasonable and absurd to have a beach front community where one must drive ¼ to ½ mile to the beach access point, unload one's vehicle, return the vehicle to his property, then take a ¼ to ½ mile hike back to enjoy the beach, then hike ¼ to ½ mile back to one's residence, drive back to the beach access point, load up the beach gear and return home. This is not access at all! And, it is definitely not the intent of the developer. The single-family lots were not sold under such restriction.

35. Also, in Blue Ridge Realty vs Williamson the judges' opinion includes the terms "use" of the roads "far and remote." "Use" is also broad and ambiguous in context similar to access. Again, the term "use" considering circumstances and situation surrounding Arcadian Dr supports the right of a non-exclusive right to park at the beach access when there is no obstruction or interference with the free flow of ingress and egress.

I affirm that the foregoing is true to the best of my personal knowledge or on information and belief. I understand that the penalty for intentionally providing false information involves prosecution for perjury and the penalties associated with doing the same.

(SIGNATURE PAGE TO FOLLOW)

FURTHER AFFIANT SAYETH NOT.


Paul Benik

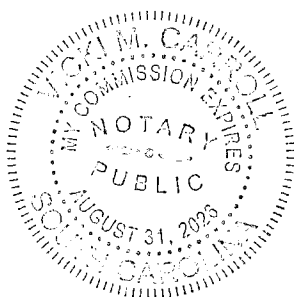
SWORN to and subscribed before me this

24 day of July, 2025.

Vicki M CARROLL
Notary Public for the State of South Carolina

Vicki M CARROLL
Printed Name of Notary Public

My Commission Expires: 8/31/2026



STATE OF SOUTH CAROLINA

COUNTY OF HORRY

R. Paul Benik, Jr., Anton F. B. R. Poster, Sr.,
et al.,

Plaintiffs,

v.

The Arcadian Incorporated of Myrtle Beach,

Defendant.

COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
Case No. 2025-CP-26-_____

AFFIDAVIT OF ALLEN JEFFCOAT

PERSONALLY APPEARED BEFORE ME the undersigned, who being duly sworn, deposes and states:

1. My name is Otis Allen Jeffcoat, III. I am over the age of eighteen (18) years and competent to make this Affidavit based on my personal knowledge, experience and training, and expertise in the field of real estate law and practice. I attended and graduated from Princeton University, from which I received an A.B. degree in Politics magna cum laude in 1970. I received a J.D. degree from the University South Carolina Law Center, Columbia, SC in 1973, where I was a member of the South Carolina Law Review and Editor of the law school newspaper. I am licensed to practice law in the states of South Carolina and North Carolina. A copy of my Curriculum Vitae ("CV") is attached hereto as **(Exhibit "A")** and incorporated by reference as part of my Affidavit.

2. I am not a party to the above-entitled action, and I am unrelated to any of the above-captioned members and/or partners of the various parties. IN this case, I have been retained to act as an expert witness and to render my opinion on the existence, nature, and scope of the Plaintiffs' access to Arcadian Drive, as described below.

3. I am the owner of the law firm of Jeffcoat Law, LLC (“Jeffcoat Law”) located in Myrtle Beach, South Carolina. My legal experience includes approximately fifty-one (51) years in the practice areas of commercial and residential real estate, business transactions, estate planning, probate administration, business litigation, probate litigation, elder law, environmental law, and bankruptcy law.

4. I have practiced law in Horry County and Georgetown County for more than forty-seven (47) years, have practiced in Richland County for four (4) years before that, have practiced in North Carolina for more than thirty-two (32) years, and have lived in Horry County for more than forty-eight (48) years. I have been involved in real estate cases and transactions all over South Carolina and in North Carolina. I have been developer and owners association counsel for many subdivisions similar to Arcadian Shores in Horry, Georgetown, Charleston, Beaufort, and other counties in South Carolina and in Brunswick County, North Carolina. In many instances, I have also examined the public records of the relevant counties.

My first work as a developer’s counsel (and law clerk) was on the Wildewood development in northeast Columbia (Richland County) in the early 1970s, which ultimately was developed into a 1,100-home subdivision on 1,600 acres.

My first work on subdivisions in Horry County similar to Arcadian Shores included The Forest at Briarcliffe subdivision, which contained several dozen homes. I then acted as counsel for the developer of the Myrtle Beach Golf & Yacht Club subdivision, a mixed-use subdivision on 1,100 acres in Horry County. I also have acted as developer’s local counsel for the Market Common development in Myrtle Beach, probably the largest mixed-use subdivision in Horry County.

I also acted as counsel for the developer of Longpoint, a large residential lot subdivision near Mount Pleasant in Charleston County.

I have also acted as developer's counsel in many similar residential or mixed-use subdivision and condominium projects in Horry, Charleson, Georgetown, and Beaufort counties, and in Brunswick County, North Carolina. In many cases, I drafted or assisted in drafting documents to create such projects.

5. In the course of my legal practice in Horry County, I have examined the title to dozens of properties in or near the Arcadian Shores Subdivision. I was counsel for the prevailing party in the case of Haile v. The Arcadian Incorporated of Myrtle Beach (described below), in which my client successfully enforced my client's easement rights as a lot owner in the streets and roads in the Subdivision, including Arcadian Drive. I am familiar with the physical layout of the Subdivision and have visited the Subdivision on many occasions.

6. This Affidavit is submitted in support of the allegations contained in Plaintiffs' Complaint (herein "the Complaint").

7. For the purposes of this Affidavit, I assume that the statements contained in the Complaint are true and correct.

RELEVANT FACTUAL BACKGROUND

Development Of Arcadian Shores Subdivision

8. The Subdivision known as Arcadian Shores ("the Subdivision") is located in the unincorporated portion of Horry County, South Carolina. The Subdivision was planned, developed, and created by Ocean Lakes Investment Company, Inc. ("the Developer") in the 1960s.

9. The Developer acquired the 109.8-acre land that became the Subdivision by deed dated March 17, 1967, recorded in Deed Book 303 at page 408, later corrected by deed dated May 5, 1965, recorded in Deed Book 326 at page 137.

10. The Subdivision was created by the filing of record of a “Map of Arcadian Shores” dated November 1964 (revised February 1965), recorded on March 1, 1965, in Plat Book 43 at page 8, Horry County records (the “Subdivision Map”). At that time, the Subdivision was not governed by significant restrictions or governmental regulations.

11. After the creation of the Subdivision, the Developer sold numerous lots in the Subdivision, beginning in 1965 until 1982, by which time all of the numbered 78 residential lots had been sold.

12. Each and every deed from the Developer to a lot purchaser, and each subsequent deed for such lot conveying title to the lot to a subsequent owner (including the Plaintiffs) refers to the Subdivision Map, which Subdivision Map is incorporated into the deed by applicable law.

13. In 1974 the Developer conveyed a parcel containing 2.7 acres (shown on Plat Book 54 at page 123) to Arcadian Properties, Inc. which parcel was later acquired by The Arcadian, Ltd. by deed dated December 4, 1972. The Arcadian, Ltd. then established The Arcadian Horizontal Regime (“the Arcadian I HPR”) on the property by Master Deed dated June 3, 1974, recorded on June 4, 1974, in Deed Book 513 at page 139. None of the deeds in the chain of title for the Arcadian HPR refer to the Subdivision Map or any similar map or plat of the Subdivision.

Rights Of Plaintiffs In Subdivision Streets

14. The Subdivision Map shows the lots and other property currently owned by each of the Plaintiffs and shows various streets and roads by the use of which the Plaintiffs have access to the Atlantic Ocean beach, named Arcadian Drive, Beach Club Drive, Ocean Lake Road, Shore Drive, South Lake Trail, North Lake Trail, Lafayette Road, Kingston Road, Queens Road, Washington Circle, Colonial Circle and an unnamed road that was never opened or used as a road.

15. Under applicable law, long recognized by practicing attorneys and courts that have dealt with the issue, and under the terms of the documents described above, the Plaintiffs have as express and implied easements and property interests appurtenant to title to their lots, the following rights:

a. A private easement and special property interest in all of the streets shown on the Subdivision Map (including but not limited to Arcadian Drive), which streets were dedicated to the use of all of the Plaintiff lot owners by the filing the Subdivision Map and the filing of deeds referencing and incorporating the Subdivision Map. *See Blue Ridge Realty Co. v. Williamson*, 247, S.C. 112 (1965), 145 S.E.2d 992; *see also Lynch v. Lynch*, 236 S.C. 612, 115 S.E.2d 301. It is generally held that when the owner of land has it subdivided and platted into lots and streets and sells and conveys the lots with reference to the plat, the owner thereby dedicates said streets to the use of such lot owners, their successors in title, and the public. *Outlaw v. Moise*, 222 S.C. 24, 71 S.E.2d 509; *Newton v. Batson*, 223 S.C. 545, 77 S.E.2d; *Corbin v. Cherokee Realty Co.*, 229 S.C. 16, 91 S.E.2d 542. This express and implied easement and special property interest runs with the land and is appurtenant to the title to each of the Lots in the Subdivision and passes with the title to each Lot. *Smith v. Commissioners*, 312 S.C. 460, 441 S.E.2d 331 (1994).

The creation of an implied easement generally requires that the facts and circumstances surrounding the conveyance, the property, the parties, or some other characteristics demonstrate that the objective intention of the parties was to create an easement. This approach is reasonable and it is also reasonable that when an owner conveys property that has been subdivided for residential purposes, the grantor presumably intends for grantees to have access to the abutting subdivision streets for normal residential purposes. *Inlet Harbour v. South Carolina Dept. of Parks*, 377 S.C. 86, 659 S.E.2d 151 (2008). Generally, when a deed references a plat that contains an easement, an implied easement arises

even though the deed itself is silent. Gooldy v. Storage Center-Platt Springs, LLC, 422 S.C. 332, 811 S.E.2d 779 (2018).

b. Although neither the Subdivision Map nor the deeds described above specifically mention the uses that the Plaintiffs may make of such easement and property interest, by implication such uses necessarily and impliedly include the right for pedestrian and vehicular access and to park vehicles in and on Arcadian Drive. Neither the Subdivision Map nor the deeds described above restrict in any way the Plaintiffs' use of their easements and other rights in Arcadian Drive. The Subdivision Map shows that Arcadian Drive is 75 feet wide. Subsequent plats and maps of the street show that approximately 50 feet of the street is paved, leaving plenty of room for parking on Arcadian Drive without interfering with its use by others having an interest in Arcadian Drive.

The unrestricted grant of an easement conveys all such rights as are incident or necessary to its reasonable and proper enjoyment. The right to use such land and the space overhead remains in the owner of the fee so far as such right is consistent with the purpose and character of the easement. The right of the easement owner and the right of the landowner are not absolute, irrelative and uncontrolled, but are so limited, each by the other, that there may be a due and reasonable enjoyment of both. A grant or reservation of an easement in general terms is limited to a use which is reasonably necessary and convenient and as little burdensome to the servient estate as possible for the use contemplated. 17 Am.Jur., Section 96, Page 993. Hill v. Carolina Power & Light Co., 204 S.C. 83, 28 S.E.2d 545 (1943).

c. The Plaintiffs' easements and property interests owned by the Plaintiffs are in common with such similar easements and property interests held by the owners of other lots in the Subdivision that acquired title to their lots by deeds referencing the Subdivision Map.

d. The Plaintiffs' easements and property interests described above are superior to any rights held by the Defendant by virtue of any deed, master deed, or other instruments recorded subsequent to the date of recording of the Subdivision Map.

16. There is no clear language in the Subdivision Maps or in any of the deeds referring to the Subdivision Map defining the scope of the Plaintiffs' rights to use the easement beyond the language referring to Arcadian Drive as a road. Due to the ambiguous language of the lot deeds and the Subdivision Map concerning the extent and scope of use of the streets in the Subdivision, one may consider all surrounding circumstances, including consideration which the parties have placed on the language or terms of the Subdivision Map. Martin v. Bay, 400 S.C. 140, 732 SE2d 667 (Ct. App. 2012). In such a case, consideration must be given to what is essentially necessary to enjoyment of the dominant estate. In this case, the dominant estate consists of the express and implied easements and property interests owned by the Plaintiffs and other lot owners. In order to make proper use of such easements and property interests to use and enjoy the lot owners' access to the beach, the right to park their cars in the easement area of Arcadian Drive is essential, implied, and reasonable. The unrestricted grant of an easement conveys all such rights as are incident or necessary to its reasonable and proper enjoyment. Hill v. Carolina Power & Light Co., 204 S.C. 83, 28 S.E.2d 545 (1943).

An easement, unlike any other conveyance, is to be construed in such a way as to effectuate the intention of the parties as gathered from the entire instrument. Benson v. Prevost, 277 N.C. App. 405, 861 SE2d 343 (2021). The reasonable use and enjoyment of an easement is to be determined in the light of the situation of the property and the surrounding circumstances. What is a reasonable use is a question of fact for the jury. Id. As to the scope of an such an easement:

[T]he scope may be determined by reference to the attendant circumstances, the situation of the parties, and by the acts of the parties in the use of the easement immediately following the grant

[but that] if the conveyance is silent as to the scope of the easement, extrinsic evidence is inadmissible as to the scope or extent of the easement. However, as described below, a reasonable use is implied. Id.

17. In 1981 and 1982, I was counsel for the Plaintiff Julia S. Haile in a case captioned Julia S. Haile v. The Arcadian Incorporated of Myrtle Beach, bearing Horry County Civil Action No. 81-CP-26-1816. In that case, the successful Plaintiff was the owner of lot 51 in the Subdivision and the Defendant was the manager of the condominium regime known as Arcadian I Horizontal Property Regime. The Court found that the manager of the Arcadian condominium regime was wrongfully encroaching upon and obstructing the streets and roads shown on the Subdivision Map, including Arcadian Drive. In that case, the main issue in the case dispute was over the extent and scope of the lot owner's easement and property interests in Arcadian Drive, the same road that is in dispute in this case.

The Court held:

...the Plaintiff and numerous other lot owners in the subdivision have regularly and continuously used the streets and roads of the subdivision (including Arcadian Drive and Beach Club Drive) to gain access to the beach of the Atlantic Ocean, which is a major attraction and value to lot owners in the subdivision. It is also not disputed that the erection and maintenance of the fence obstruction is a major inconvenience to the Plaintiff and other lot owners, and on occasion completely blocks vehicular access to the beach and makes pedestrian traffic substantially less convenient.

The Court also held:

I find that the facts of this case come squarely within the facts and law outlined in the controlling case of Blue Ridge Realty Company, Inc. v. Williamson, 145 S.E.2d 922 (1965), to the effect that the Plaintiff, as an owner of a lot sold and conveyed with reference to recorded plats of the Arcadian Shores subdivision, has private easements in all streets shown on the plats, and is entitled to an order enjoining owners of other lots or tracts in the subdivision from obstructing or encroaching upon such streets and requiring them to remove such obstructions that they have heretofore erected.

18. I am informed and believe Plaintiff Arcadian Shores Single-Family Residential Homeowners Association, Inc. (the "Association") is a South Carolina non-profit corporation, the members of which are the owners of numbered Lots shown on the Subdivision Map.

Dissolution of the Developer

19. The Developer began the process of dissolution in 1982, in which process the Developer conveyed certain property in the Subdivision to the Plaintiff Arcadian Shores Single-Family Residential Homeowners Association, Inc. by deed dated January 8, 1982, recorded in Deed Book 734 at page 199, Horry County records. This property is described as a strip of land between the mean high water mark of the Atlantic Ocean and various parcels near the beach, including Arcadian Drive. The deed recites that the property "...can be used for recreational purposes only for the use and benefit of the lot owners, unit owners, and parties having a right to utilize the whole or any part of any property in Arcadian Shores."

20. In its process of dissolution, the Developer also conveyed to the Plaintiff Arcadian Shores Single-Family Residential Homeowners Association, Inc. certain property and rights more fully described in Corrective Quitclaim Deed to Real Estate dated June 8, 1982, recorded on June 14, 1982, in Deed Book 750 at page 345, Horry County records. The deed conveyed title to all streets and roads shown on the Subdivision Map (including Arcadian Drive), Lake Arcadia, a Common Area, a right and easement described as:

"A non-exclusive right and easement, in common with such others as may be entitled thereto, for access, ingress and egress to and from the Atlantic Ocean and the property abutting on the Atlantic Ocean, across the various streets, roads and common areas shown on the Subdivision Map southwest of Kingston Road and Northeast of Arcadian Drive);"

The deed also conveys:

All of the Grantor's rights under recorded restrictions applicable to the numbered lots shown on the Subdivision Map to enforce any and all

such restrictions, to modify lot lines and/or building lines, to approve lot resubdivisions, to install or permit the installation of utilities, to make regulations permitted by the Subdivision restrictions and to enforce same, to regulate the use of Lake Arcadia, to grant to others the right to use Lake Arcadia and/or the water contained therein, and to bring actions at law or in equity to further enforce the Subdivision restrictions and/or to enforce and protect the rights herein assigned, transferred and conveyed.

21. In general, courts nationally seem to hold that while neither the individual lot owners nor the owners of the roads has any absolute right to park vehicles on the easement and right of way area, each of them has a right to park thereon at such times and in such a manner as not to interfere with its use by others entitled to such easement and right of way. See Right to Park Vehicles on Property Way, 37 A.L.R.2d 944 (1954). In this case, the right to park vehicles on and in Arcadian Drive is implied by the circumstances surrounding the creation and use of the easements.

PROFESSIONAL OPINIONS

22. Based upon my knowledge and understanding of the history of the Subdivision, including my review of relevant deeds, plats, declarations, and other documents for the Subdivision, my knowledge of development standards and practices in South Carolina, my review of pleadings and discovery in this lawsuit, and my knowledge of relevant South Carolina court opinions, I have reached the following factual conclusions and hold the following expert opinions to a reasonable degree of professional certainty:

a. Each of the Plaintiffs as owners of numbered lots in the Subdivision has the following express and implied easements and rights in Arcadian Drive:

(1) A private easement and special property interest in all of the streets shown on the Subdivision Map (including but not limited to Arcadian Drive), which streets were dedicated to the use of all of the Plaintiff lot owners by the filing of deeds and the Subdivision Map. This easement and special property interest runs with the land and is appurtenant to the title to each of

the Lots in the Subdivision and passes with the title to each Lot. Smith v. Commissioners, 312 S.C. 460, 441 S.E.2d 331 (1994).

The creation of an implied easement generally requires that the facts and circumstances surrounding the conveyance, the property, the parties, or some other characteristic demonstrate that the objective intention of the parties was to create an easement. This approach is reasonable and it is also reasonable that when an owner conveys property that has been subdivided for residential purposes, the grantor presumably intends for grantees to have access to the abutting subdivision streets for normal residential purposes. Inlet Harbour v. South Carolina Dept. of Parks, 377 S.C. 86, 659 S.E.2d 151 (2008). Generally, when a deed references a plat that contains an easement, an implied easement arises even though the deed itself is silent. Gooldy v. Storage Center-Platt Springs, LLC, 422 S.C. 332, 811 S.E.2d 779 (2018).

(2) Although neither the Subdivision Map nor the deeds described above specifically mention the uses that the Plaintiffs may make of such easement and property interest by implication, such uses necessarily and impliedly include the right for pedestrian and vehicular access and to park vehicles in an on Arcadian Drive in a reasonable way in common with the rights of others entitled to make use of Arcadian Drive. Neither the Subdivision Map nor the deeds described above restrict in any way the Plaintiffs' use of their easements and other rights in Arcadian Drive.

The unrestricted grant of an easement conveys all such rights as are incident or necessary to its reasonable and proper enjoyment. The right to use such land and the space overhead remains in the owner of the fee so far as such right is consistent with the purpose and character of the easement. The right of the easement owner and the right of the landowner are not absolute, irrelative and uncontrolled, but are so limited, each by the other, that there may be a due and reasonable enjoyment of both. A grant or reservation of an easement in general terms is limited to a use which is

reasonably necessary and convenient and as little burdensome to the servient estate as possible for the use contemplated. 17 Am.Jur., Section 96, Page 993. Hill v. Carolina Power & Light Co., 204 S.C. 83, 28 S.E.2d 545 (1943).

(3) It is obvious to me (as a professional) that the purpose of the design of the Subdivision (a high-end, substantial oceanfront community) as revealed by the layout of the Subdivision Map is to provide an unrestricted access across all of Arcadian Drive to the Atlantic Ocean and the Atlantic Ocean beachfront to all of the owners of numbered lots in the Subdivision Map. By “access,” I mean at least the right and easement for pedestrian and vehicular access to and from the beachfront across all of Arcadian Drive, all in furtherance of such owners’ right to use such easement, and the right to park vehicles on Arcadian Drive. Although there is no question that the Subdivision Map and deeds to lots in the Subdivision grant easements and other rights in all of Arcadian Drive to all lot owners, the exact scope of the easements contained in the applicable documents is ambiguous.

The creation of an implied easement generally requires that the facts and circumstances surrounding the conveyance, the property, the parties, or some other characteristic demonstrate that the objective intention of the parties was to create an easement. This approach is reasonable and it is also reasonable that when an owner conveys property that has been subdivided for residential purposes, the grantor presumably intends for grantees to have access to the abutting subdivision streets for normal residential purposes. Inlet Harbour v. South Carolina Dept. of Parks, 377 S.C. 86, 659 S.E.2d 151 (2008).

(5) Appurtenant easements are essentially necessary to the use of the dominant tenant (in this case, the Plaintiffs). The necessity of the access does not have to be absolute, but it “must be actual, real, and reasonable, as distinguished from being merely convenient. Proctor v.

Steadly, 398 S.C. 561, 730 S.E.2d 356 (Ct.App. 2012). In this case, the easements and other rights to park held by lot owners is necessary for the utilization of the lot owners' easements.

(6) The Plaintiffs' easements and property interests owned by the Plaintiffs are in common with such similar easements and property interests held by the owners of other lots in the Subdivision that acquired title to their lots by deeds referencing the Subdivision Map.

(7) The Plaintiffs' easements and property interests described above are superior to any rights held by the Defendant by virtue of any deed, master deed, or other instruments recorded subsequent to the date of recording of the Subdivision Map.

23. My above stated opinions are also based upon the following documentation and information provided to me in this matter, including but not limited to the following:

- a. The Complaint (with exhibits).
- b. The Subdivision Map.
- c. All of the various deeds, plats, or maps, and other documents described above.
- d. Other documents described elsewhere in this Affidavit.
- e. Affidavits of Paul Benik and Anton Poster.

I reserve the right to amend my above-mentioned opinions as additional information is made available to me.

I affirm that the foregoing is true to the best of my personal knowledge or on information and belief.

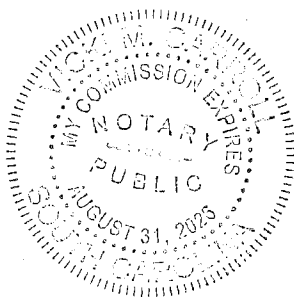

Otis Allen Jeffcoat, III

SWORN to and subscribed before me this
2nd day of July, 2025.

Vicki M CARROLL

Notary Public for South Carolina

My Commission Expires: 8/31/2026



STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS

R. PAUL BENIK, JR., RUDOLPH PAUL
 BENIK, III., PAULA W. BENIK, ANTON
 F. B. R. POSTER, SR. AND TERESA L.
 POSTER, JOHANN M. MCCrackin,
 TIMOTHY J. WENTZEL AND LISA D.
 ABRAMS, SHERRY S. WEATHERLY,
 JOHN D. DIEHL AND LISA R. DIEHL,
 PAUL H. ERRICKSON AND LINDA M.
 ERRICKSON, SAUNDRA PRIDGEN,
 RONALD K. REYNOLDS AND
 RASARIO REYNOLDS, V. SCOTT
 MILES, VERNON G. MILES, SHARON
 E. MILES, DEBORAH FLOYD, BROOKS
 M. SAFRIT, WOODROW S. SAFRIT,
 STEVEN ALAN SPEARES AND SYLVIA
 MCCALL SPEARES, TRUSTEES OF
 THE SPEARES REVOCABLE TRUST
 U/A/D SEPTEMBER 24, 2019, STEVEN
 P. LOMBARDI AND LISA A.
 LOMBARDI, CHARLES B. HALL,
 VIRGINIA G. HALL, SONIA HEYDT,
 TRUSTEE OF THE SONIA HEYDT
 LIVING TRUST, DATED DECEMBER
 10, 2024, WENDY PIVARNIK, JOYE S.
 BULL, TUMPIE B. BULL, MAXINE
 WILLIAMS, TRUSTEE OF THE
 MAXINE WILLIAMS LIVING TRUST
 DATED OCTOBER 31, 2017, KIM
 RITCHIE, VAN RAYE RITCHIE,
 WILLIAM B. BURCH, SHARON K.
 BURCH, TIMOTHY G. MARTIN,
 REBECCA A. HARRINGTON AND
 BRIAN J. MARTIN, AS TRUSTEES OF
 THE GUY E. MARTIN AND ANN M.
 DOZIER IRREVOCABLE TRUST
 DATED JANUARY 25, 2017, MIRIAM R.
 CROMER, NORWOOD NICHOLSON
 COX AND JANET HARRINGTON COX,
 THOMAS P. COLLINS AND SUSAN
 LEE COLLINS, SHAWN KELLEY AND
 KAREN ALBERT, JERRY STEVEN

Civil Action No. 2025CP2605366

AFFIDAVIT OF DANIEL CURTIS

WILSON AND DANA PRIDGEN	)
WILSON, PAMA C. FREE, GIOVANNI	)
CARAPELLI, JULIE A. BROOKS,	)
JENNIFER RAE MORRIS, CRAIG L.	)
LAMBERT AND LISA M. LAMBERT,	)
HENRY LAWRENCE SANDERSON III,	)
TRUSTEE OF THE HENRY LAWRENCE	)
SANDERSON, III REVOCABLE TRUST	)
DATED JANUARY 9, 2020, RONALD G.	)
BROOKS AND ROBIN D. BROOKS,	)
ROBERT CHRISTOPHER JONES AND	)
MELISSA COGHILL JONES, DARRYL	)
C. WILLIAMS AND MARY TORRENCE	)
WILLIAMS, DAVID T. TAYLOR AND	)
CATHERINE T. TAYLOR, SAMUEL	)
DEEP AND DIANNE DEE O, NATALI D.	)
AMARADASA,	)
ROSEMARY LONG JENRETTE AND	)
ARCADIAN	)
SHORES SINGLE-FAMILY	)
RESIDENTIAL	)
HOMEOWNERS ASSOCIATION, INC.,,	)
	)
Plaintiffs,	)
	)
v.	)
	)
THE ARCADIAN INCORPORATED OF	)
MYRTLE BEACH,	)
	)
Defendant.	)

Personally appeared before me, the undersigned, who, being duly sworn, deposes and states as follows:

1. My name is Daniel Curtis. I am over the age of eighteen (18), competent to testify, and make this affidavit based on my own personal knowledge and information obtained by me in my role as an officer of The Arcadian Incorporated of Myrtle Beach (hereinafter “Defendant” or “Arcadian”).

2. I serve as a director of Arcadian. Arcadian owns the portion of Arcadian Drive that is the subject of Plaintiffs' Motion.

3. Defendant or its predecessors in interest have held fee simple title to that portion of Arcadian Drive placed into dispute by the Plaintiffs (located at the point southeast of its intersection with Lake Shore Drive) since 1982, free of encumbrance, after acquiring the property from Arcadian's predecessor in title.

4. Upon information and belief, the portion of Arcadian Drive placed into dispute by the Plaintiffs was conveyed to Defendant's predecessor in title before the conveyance or recordation of any title, easement, or other estate in land now cited by Plaintiffs as the basis for an alleged right to park on Arcadian Drive.

5. Defendant has not imposed a "continued restriction of Plaintiff's ability to temporarily park" and does not now block or deny physical access to Arcadian Drive by ASSFR owners. The road remains open for travel and temporary parking. Defendant has offered parking access to owners within ASSFR, and certain owners have accepted by obtaining a parking decal and agreeing to the regulations noted below. These owners are now utilizing the available parking or have in the past exercised their license to park along Arcadian Drive.

6. Defendant has implemented three basic regulations for parking on the portion of Arcadian Drive placed into dispute by the Plaintiffs:

- o Parking Permit Sticker: Residents wishing to park must request a sticker to be affixed to the vehicle and pay a \$25.00 fee covering the cost of production and distribution by Arcadian;
- o Application and Waiver: A form must be completed that includes basic identification regarding ownership and a limited waiver of liability for damage or misuse;

and

- o No Parking Zone on South Side: Due to the location of a known underground drainage pipe which drains the lake owned by ASSFR beneath the southern margin of Arcadian Drive, parking is prohibited on that side to avoid damage to the infrastructure.

7. These requirements are not intended to limit access or discriminate against any person or entity owning property within ASSFR. They are intended to reasonably manage and administer parking. The specific aims of the requirements include the following:

- o Maintain orderly use of a private access point to ensure that only those persons with rightful access may enjoy the parking privilege. The disputed parcel provides quick and convenient access to the beach, and is therefore highly desirable for parking, including parking by those with no connection to Arcadian, ASSFR, or others with rightful parking privileges.
- o Prevent criminal activity or mischief on the property. Under its regime documents, Arcadian is charged with taking reasonable measures to minimize the risk of criminal activity or environmental degradation on the parcel, such as trespass, littering, playing of loud music late at night, vehicular break-ins or other criminal conduct.
- o Protect subsurface infrastructure from vehicular weight;
- o Ensure limitation of liability in the event of misuse or damage, such as conduct that exceeds the scope of any access right or privilege, to include nuisance behavior or willful misconduct;
- o Prevent overburdening of any purported servient estate (which Plaintiffs have not established) or access license that may be deemed to exist over the parcel, including the parking access currently available to ASSFR members;

8. To my knowledge, no Plaintiff has been denied access to the beach or member-owned beachfront property via Arcadian Drive. There is no policy to single-out members of ASSFR. No Plaintiff has submitted a parking permit application and been refused based on their status as ASSFR owners. No citations or fines have been issued to properly identified vehicles. The Defendant has made efforts to inform homeowners of the simple process to obtain the necessary sticker.

9. These measures do not prevent any homeowner from walking, driving, or parking on Arcadian Drive, provided they comply with the administrative requirements listed above. These requirements are common in private communities throughout the area.

10. Prior to the current action, ASSFR or its agents and representatives (Dave Porter, 2022) assented to a parking credential system for ASSFR members. However, Arcadian thereafter learned that certain members of ASSFR circumvented the credential system by, among other things, (a) making photocopies or other duplicates of stickers for non-eligible friends and acquaintances and (b) failing to properly display the parking credential sticker. Therefore, Arcadian implemented the current policy.

11. Affirmation: I make this affidavit in support of Defendant's Opposition to Plaintiffs' Motion for Temporary Restraining Order. The factual assertions herein are true and accurate to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NOT.




Daniel Curtis
Authorized Representative
The Arcadian Incorporated of Myrtle Beach

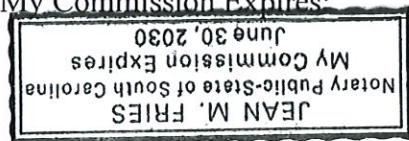
Sworn to and subscribed before me

this 11th day of September, 2025.



Notary Public for South Carolina

My Commission Expires:



STATE OF SOUTH CAROLINA) IN THE CIRCUIT COURT
COUNTY OF HORRY) C.A. NO. 2025-CP-26-05366

PAUL R. BENIK, JR.)
Plaintiff(s),)
versus)
ARCADIAN INCORPORATED)
Defendant(s).)

H E A R I N G

Before The Honorable Alex B. Hyman

DATE: September 15, 2025
LOCATION: South Carolina Circuit Court 15
TRANSCRIBED BY: Jane Daniel

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Greenville, South Carolina 29606
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1 APPEARANCES:

2 HOWELL V. BELLAMY, Esquire

3 Bellamy, Rutenberg, Copeland, Epps,

4 Gravely & Bowers, P.A.

5 PO Box 357 Myrtle Beach, SC 29578

6 Attorney for the Plaintiff,

7

8 JAMES C. CLARK, Esquire

9 McAngus Goudelock & Courie, LLC

10 2411 North Oak Street, Suite 401

11 Myrtle Beach, SC 29577

12 Attorney for the Defendant,

13

14

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EXHIBITS

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(None Marked)

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(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL

25

IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 PROCEEDINGS

2 THE COURT: Let's go on to number 30. We'll come back
3 to 28. But number 30 is Paul Benik v. Arcadian Incorporated
4 of Myrtle Beach. Mr. Bellamy?

5 MR. BELLAMY: (Inaudible).

6 THE COURT: Good afternoon, Mr. Bellamy.

7 MR. BELLAMY: Your Honor, how are you doing today?

8 THE COURT: I'm doing well. Doing well. Mr. Clark,
9 how are you?

10 MR. CLARK: Doing very well. Thank you.

11 THE COURT: All right. Hello, y'all. So I believe
12 this is a motion for a temporary restraining order from the
13 plaintiff, Mr. Bellamy. I'm happy to hear from you.

14 MR. BELLAMY: May it please the Court, your Honor.

15 THE COURT: Yes, sir.

16 MR. BELLAMY: I currently represent over 40 plaintiffs
17 who reside in Arcadian Shore subdivision, along with Arcadian
18 Shore Property Owners Association Inc. who includes more than
19 40 members, your Honor. Your Honor, this Arcadian Shores
20 subdivision, this property has roughly about a hundred acres,
21 was purchased by -- or excuse me, was purchased by Ocean
22 Lakes Investment Company back in the early '60s from Edward
23 Burs.

24 And it's roughly a hundred acres. And what they
25 subsequently -- after they purchased the property, they hired

1 Robert L Bellamy to basically draw up maps, subdividing the
2 track of land into lots, blocks and streets. Okay. And on
3 those lot blocks and streets, there were three main roads,
4 your Honor, that basically dead end into the ocean.

5 It was Arcadian Road, which was 75 feet in width,
6 Kingston Road which was 70 feet width and Ocean Lakes Road,
7 which was roughly, I think 40 feet in width. And the intent
8 was that those roads were -- obviously, you just need 25 feet
9 for -- for purposes of road services to go for ingress and
10 egress.

11 But the reason why the width of those roads were so, I
12 would say overly wide, is to the intent of -- as far as what
13 -- as far as putting up our witness and evidence in the case,
14 was to allow the individual property owners to temporarily
15 park along the road in order to gain access to beach for the
16 recreational use of enjoyment.

17 And we have an affidavit from Bill Bellamy, who was
18 Robert L Bellamy's son. And he actually, per his affidavit,
19 was working on those maps as far as the arcade short
20 subdivision. And he indicated in his affidavit that the
21 intent was, because he asked his dad -- Bill asked his dad.
22 Said, dad, these roads are too wide. Should we shorten as
23 far as decrease the width?

24 And he said, no. Because the sole purpose of the width
25 of the road is -- is so that the individual property owners

1 within the subdivision can temporary park there for purposes
2 of gaining access to the beach for the recreational use of
3 employment. And your Honor, that's set forth in this
4 affidavit of Bill Bellamy and I have two other affidavits
5 too.

6 But for purposes of this hearing, well, the -- really
7 the guts of our lawsuit, your Honor, is -- is that all the
8 140 property owners, and we don't represent all of them, but
9 we represent the association of 40 property owners, is that
10 they have the implied right to temporarily park along
11 Arcadian Road for the sole purpose of gaining access to the
12 beach for the recreation enjoyment.

13 Now we acknowledge that their right to temporary park,
14 they cannot interfere with the ingress and egress rights of
15 other lot owners or people who reside in Arcadian One
16 horizontal property regime. And in for purposes of this TR
17 hearing, I've talked to Chris Clark, I've also talked to
18 Dominic Stark, and they -- for purposes, they're not
19 admitting that we have a sticker, right.

20 But they're acknowledging that we have the right to
21 part there for the hearing subject to my clients, you know,
22 putting a sticker on their car and paying a fee of \$25. We
23 have no problem with taking this sticker and putting in on
24 our -- on my client's car for purpose identification, so
25 their security officers can walk down there and see that

1 there are people that obviously reside in the subdivision.

2 It's also important to -- also, I would like to point
3 out, your honor, that Arcadian One subdivision has an
4 agreement with Arcadian Ridge subdivision as well as ocean --
5 was it Green Lake -- was it --

6 MR. BENIK: (Inaudible).

7 MR. BELLAMY: Green Lake subdivision that -- who reside
8 outside of Arcadian Shore subdivision, that their individual
9 lot owners who -- who do not reside in Arcadian Shores can
10 temporarily park along Arcadian Road, as long as they pay a
11 \$25 fee and put the sticker on their car that Arcadian One
12 gives them.

13 Our position is -- is that we don't mind putting the
14 sticker on the car, but we don't want to have to pay \$25 for
15 it. We feel like the -- our lawsuit is essentially a lot --
16 some of the law owners, for example, Linda McCracken's wife,
17 who's 90 years old, your Honor. They purchased -- Mrs.
18 Kraken (ph) purchased their property back in the late '60s or
19 early '60s.

20 And her -- per her -- if you go back and look at the
21 complaint, she had indicated or at least her testimony would
22 be upon information to believe, that she has always used
23 Arcadian road going back in the '60s, '70s and '80s, all up
24 until, I guess maybe the last 20 years for purposes of, you
25 know, temporary parking to gain access to beach for

1 recreation and enjoyment.

2 It's always been like that. Arcadian One subdivision
3 purchased the property back in 2023, and once they purchased
4 it, they started to regulate it. And they -- and -- and one
5 of the things I wanted to point out is there's some
6 disagreement of whether or not our clients have acquiesced
7 regarding, you know, putting the sticker on our car or our
8 position is that our clients have never agreed to put the
9 sticker on the car.

10 We would put the sticker on the car, but we've never
11 agreed, the majority of our clients, to pay the \$25 fee.
12 Because we don't -- we believe that we have the independent
13 right to temporary park there not subject to a -- a fee which
14 could increase, you know, go for 25 to 50 to \$200, \$300.

15 And I asked Chris, and I asked Dominic if they can, you
16 know, give me assurances that going forward, that that fee,
17 you know, going from this year and next year is not going to
18 substantially increase. And -- as far as what the clients
19 have to pay in order to get a -- a sticker to a temporary
20 park along Arcadian Road to gain access to the beach.

21 And that's what the problem is. Our position is we'll
22 be happy to use their stickers, but we don't have to pay for
23 them. We will agree to pay the pro rata share for road
24 maintenance, but we just don't want to be regulated regarding
25 the sticker fee because the problem we've had is we've

1 reached agreements tentatively with other prior boards on
2 Arcadian One horizontal properties or the Association.

3 And then the new board comes in and they don't honor
4 the old agreements. And the point being is, is that we --
5 we've -- we've tentatively reached agreement that they can
6 allow -- they're going to allow us -- not going to recognize
7 if we have a legal right to part there, but they're going to,
8 for purposes of the status quo, that our clients will have
9 the right to temporary part there long as they use their
10 sticker and we pay the \$25.

11 We'll be more than happy to use the sticker. But we --
12 we don't want to subject ourselves to a monetary amount of
13 regulation when we feel like that our rights -- that the
14 clients have required are independent of -- of any right they
15 would have to regulate it.

16 When they bought the property, a portion of Arcadian
17 road in 2023, is subject to our client's rights. And if you
18 go back and look in the complaint, your Honor, there's a Hail
19 order. And the Hail order is the case where Allen Jeffcoat
20 represented Judy Hail back in 1982, and he went before Judge
21 Breed (ph). And Judge Breed indicated that all the
22 individual lot owners within Arcadian Shore subdivision had a
23 right to use the roads for ingress and egress in order to
24 gain access to the beach.

25 One of the things that was never dealt with, because it

1 was never a problem back in the early '80s, is the right to
2 temporary parking in order to gain access to the beach. And
3 we believe that based upon the, you know -- the affidavits of
4 Paul Benik and Anton Foster (ph) and Bill Bellamy, that they
5 have the temporary right to park there to gain access to the
6 beach, long as they don't interfere with anybody other's
7 rights.

8 But it -- but with that said, your Honor, after I would
9 like at least call two witnesses to present some testimony
10 that as far as regarding the regulation of the use of the
11 road, that my clients have never, you know basically agreed
12 that -- they'll accept the sticker, but they're not going to
13 agree they have to pay the \$25. And I would at least present
14 the history, the relevant and the reason why that's relevant
15 is -- is the status quo is -- is that we've always agreed or
16 acknowledged we'd use their stickers, but we just don't want
17 to have to pay for.

18 Because -- get a little water right here.

19 THE COURT: (Inaudible).

20 MR. BELLAMY: Because one thing I would want to point
21 out too is -- is that the -- the association also, by and by
22 owns Arcadian Lake, which is roughly seven acres. And
23 Arcadian One has ingress and egress rights regarding the
24 lake. Our clients pay \$20,000 a year to maintain the lake
25 and to deal with issues regarding cleaning the lake and --

1 and storm water, and other problems with it.

2 If we've never asked Arcadian One's unit owners or
3 condominium unit owners to pay a pro rata share regarding the
4 maintenance of the lake. And we feel like we don't have a
5 problem utilizing their sticker, we just want to say that
6 they have the right to regulate us when we feel like our
7 rights are independent occurred before they purchase the
8 property. And you know, at this point, your Honor, if the
9 Court would allow me to, I'd like to call Scott -- Scott
10 Milesen, my first witness.

11 THE COURT: All right. Let me -- let me -- before you
12 do that.

13 MR. BELLAMY: Yeah.

14 THE COURT: Mr. Clark or Mr. Star, which one of y'all
15 is going to be arguing this?

16 MR. CLARK: I'll take a shot, your Honor.

17 THE COURT: Mr. Clark, let me just ask you this, just
18 to -- it -- it sounds as if there may be no argument on the
19 status quo or is that wrong?

20 MR. CLARK: Well, your Honor, we -- that's -- that's
21 correct. Essentially, we believe the status quo should be
22 preserved. We tried to come to an agreement beforehand,
23 before we even got here, and we weren't able to do that. We
24 had made a proposal and that proposal had not been accepted.

25 So as far as the status quo, we believe the status quo

1 should stay in place, which is reasonable administrative
2 regulation of this access right. We are not barring anybody
3 from getting on this road. And there have been affidavits
4 have been submitted and of course we submitted an affidavit
5 and a memorandum discussing that position.

6 Your Honor, we -- I -- I would simply say regarding
7 witnesses, this is a motions roster for a TRO. The issues in
8 the TRO are relatively narrow. The parties have had
9 opportunities to submit affidavits and I -- I don't believe
10 that it would be productive, have witnesses. If they want to
11 do that, I'd be happy to cross-examine anybody they put up.
12 It's my play.

13 THE COURT: My -- my thoughts are; I -- I don't know if
14 any of this is necessary. If -- if the -- right now where
15 I'm looking at a TRO as something that immediately needs to
16 be -- either there -- there needs to be a change or there --
17 it needs to stay. And it sounds as if everybody's in
18 agreement that the access is -- I mean, are we in agreement
19 that they can use it right now?

20 MR. CLARK: Yes. If -- if Mr. Bellamy and his clients
21 can accede to the fact that they don't have unfettered right
22 to -- to park. That they have to abide by the regulations of
23 the owner of the estate because they have a -- they have what
24 they claim is an access easement, so that is a right upon the
25 estate of another.

1 So we have the right to just make reasonable
2 administrative rules so that folks that don't belong in that
3 area don't go in that area. So we ask for a sticker and that
4 sticker be stuck to the -- to the windshield. We ask for
5 them to pay the cost for that sticker. The cost of that
6 sticker, which is charged not just to Arcadian Shore single
7 family residence folks, but to other folks that have access,
8 cost is \$25, which we think is reasonable and is -- it's
9 similar to cost elsewhere.

10 So we ask for that. We ask that they sign a waiver so
11 that when they -- they park in that area and they get that
12 sticker, they sign that waiver. So that way we are not
13 exposed to liability for conduct that's inappropriate or --
14 or criminal or outside scope of the license. So that's all
15 we ask for.

16 We are not asking, and we have never blocked for
17 purposes of this TRO and within the timeframe we're talking
18 about, we have never blocked access to that road. That's not
19 what this is about. We have not reached an agreement on
20 that.

21 But it is Mr. Bellamy's burden, it's his motion. And
22 if he believes that some of those issues are no longer in
23 play, then he may certainly stipulate to that fact and we --
24 we would appreciate that. But otherwise we're -- we're happy
25 to move forward with our own.

1 THE COURT: All right. I -- I'm -- my point was, is if
2 we're -- it appears to me that the -- the disagreement is
3 over the \$25 right now.

4 MR. BELLAMY: That's Right, your Honor. And -- and --

5 THE COURT: I just don't know how putting witness
6 testimony what that has to do with the \$25.

7 MR. BELLAMY: Your Honor, it's the status quo is that
8 the status quo was -- is that they've never since going all
9 the way back to the late '60s, early '70s, the people that --
10 the -- the property owners of Arcadian One subdivision have
11 never paid any kind of a monetary fee for the right to
12 temporary park along Arcadian Road.

13 Only until 2023, and around that, when they -- when
14 Arcadian Shores -- Arcadian One's Association purchased the
15 road. Okay. Part of the road, not all of Arcadian Road,
16 they began to regulate it. And we don't -- and your Honor
17 purposes though, we don't have a problem paying a pro rata
18 share regarding the maintenance of the road.

19 What we don't want to happen is -- is say that our use
20 to temporary park alongside Arcadian Shores as a -- just in
21 -- into the beach, is subject to a monetary fee, which can
22 increase, which we have no control over, over a period of
23 time. If you go from -- and I asked Chris Park. I said,
24 well, as long as you can ensure us that the \$25 would, you
25 know, stay the same in perpetuity.

1 He's like, no -- no. He goes -- then ultimately what
2 that's going to do is if they have the right to assign a fee
3 for the use of the road and it gets up to three or \$400, then
4 I asked well, what about that? And Chris says, well, you
5 have to, you know, bring another lawsuit and -- and, you
6 know, and basically, and -- and deal with it at that time.

7 We're -- we're trying to avoid that. We're trying to
8 deal with all the issues in this lawsuit so there is no
9 future lawsuit down the road. It -- our clients, the
10 majority of our 144 property owners, and we're talking about
11 current owners and -- and prior owners of those lots have
12 never paid a monetary fee to use the road for -- for access
13 purposes to gain access to beach.

14 We'll be happy to use the sticker and we'll be happy to
15 give Mr. Clark's clients the deeds, the -- as far as the
16 license plate number to all the people who are part of -- who
17 actually own lots, the 149 lot owners within the subdivision,
18 and the people that are also members of the association,
19 we'll give them documentation so their security officer can,
20 you know, when he's going down there and checking, you know,
21 whose car it is that they can see that -- that this person
22 who's -- who's parked there resides -- based on the license
23 plate resides in our King Force subdivision.

24 We'll get all that information to them and we'll -- we
25 will assume the burden of putting it together and putting in

1 a notebook. We just do not want to have this independent
2 right which existed prior to Arcadian One, acquiring the
3 property is saying that they have the right to subject us to
4 a monetary amount for purposes of, you know, administratively
5 of -- of, you know -- of regulating who parks there and who
6 doesn't park there.

7 And -- and the point is from the status quo, your
8 Honor. I'll go by the affidavits, the status quo is
9 essentially saying -- is -- is that if you read Paul Benik's
10 affidavit and Anton's affidavit, they've never paid any --
11 the majority of the property owners within the subdivision
12 have never paid a nominal fee, which may -- may no longer be,
13 and in the future may not be a nominal fee for purposes of
14 the right to park there.

15 But we will acknowledge that if a -- if -- for our own
16 maintenance purposes, we'll pay our pro rata share for that.
17 Again, we're not charging Arcadian One to use Arcadian Lake,
18 which they have easement rights to. And -- and our clients
19 pay \$20,000 for maintaining the lake. We're not saying,
20 okay, in order to use our lake, you got to put a sticker on
21 your car and you got to pay 25 or \$50.

22 We're assuming that total responsibility, the property
23 owners are assuming that total responsibility regarding
24 Arcadian Lake. We just want to get in a position down the
25 road that some future board may come in and say for, you

1 know, purposes of generating revenue, we're going to charge
2 \$400 for the ticket.

3 And, you know -- and we don't want to admit that we're
4 subject to the association, you know, applying a monetary fee
5 in order to park there. Like Mr. Clark doesn't want to admit
6 that we have legal right to, you know, temporary parking on
7 Arcadian Road for the purpose of gaining access to the beach.
8 And, you know, so he doesn't want to admit that we have legal
9 right. But we don't want to admit that we're subject to that
10 as far as that \$25 fine because that can increased down the
11 road.

12 THE COURT: Let -- let me ask you this, as far as the
13 -- the testimony that you would like to elicit, is there
14 anything different than what is already in the affidavits
15 that y'all provided?

16 MR. BELLAMY: The only thing, I -- only thing I would
17 say is Scott Miles would indicate two years ago, back in
18 2023, that -- that he had communications with Arcadian One
19 association, the board president, and their position was we
20 did not have the right to park there, even if we would pay a
21 \$25 fine. And -- and basically put their sticker on our --
22 on the cars, there would be individual property owners.

23 They took the position; we didn't have the right to do
24 that. So they -- they've been inconsistent to say the least.
25 I'm just -- the only thing I'm saying, your Honor, is I think

1 we've got an agreement for purpose of the TRO or injunctive
2 -- a temporary injunction, that they'll acknowledge that we
3 have the right to temporary park during this lawsuit while we
4 litigate that we have the legal right to park there
5 temporarily.

6 I would just say, your Honor, one of the things that
7 we're litigating the case is -- is that we're not subject to
8 a monetary fine for purposes or a cost, you know, for putting
9 a sticker on our car because we don't know what's going to
10 happen down the road as far as that -- if -- if that amount
11 keeps going up. And then we -- we don't want to acknowledge
12 that we're subject to that. That's -- that's one of the
13 issues we're going to litigate in lawsuit, your Honor.

14 THE COURT: All right. Mr. Clark?

15 MR. CLARK: Yes, your Honor, just a few things. I
16 heard Mr. Bellamy talk about a monetary fund. Well, I sure
17 -- I -- I sure hope that's not what it is. I think that --

18 MR. BELLAMY: Monetary amount, your Honor. I stand
19 corrected.

20 MR. CLARK: As we -- as we said this \$25 has been in
21 place for two years now. And for two years it stayed 25.

22 THE COURT: And that's what the -- y'all charged to
23 your own residents.

24 MR. CLARK: To our own residence, to -- to get this
25 decal that you can put right there on the window. And it's

1 true that it hasn't historically been required, but
2 historically there hasn't been the requirement of a decal.
3 The truth of the matter is that the history of this access in
4 Horry County is changing and folks are coming in Horry County
5 that are doing things that they haven't done before.

6 Loud music on the beach, vandalism, things that --
7 things of that nature. The population is increasing. So
8 it's incumbent upon the board to take action to make sure
9 that the right people and only the right people are accessing
10 this drive because it's a -- it's a valuable vista. It's --
11 it's a place where people want to park and -- and leave their
12 vehicles sometimes overnight.

13 So they're just trying to -- they're just trying to
14 regulate that, your Honor. And \$25 is imminently reasonable
15 to bring it back to the law. We are at a TRO stage and
16 Mister -- Mr. Bellamy gave testimony about my -- my
17 declarations.

18 And it is true that I did tell Mr. Bellamy that I
19 couldn't say in the future what that charge will be because I
20 don't know what the printing charges will be in the future
21 for that, what the reasonable administrative charge would be
22 that would overburden the estate.

23 We certainly don't have a right to overburden the
24 estate, but to do what's reasonable. I can't predict what
25 that is, I simply don't know. But I do know that according

1 to the law that the owner of the estate has, and this is from
2 restatement third of property, they have a right to impose
3 reasonable conditions on use as long as the purpose of the
4 easement is not frustrated.

5 By Mr. Bellamy's own declaration, we're not frustrating
6 the purpose of the easement. So for purposes of this hearing
7 for the TRO, there are no facts which would show that there
8 is a likelihood of irreparable harm that can be remedied by
9 some other mechanism. For example, legal damages. In this
10 case, Mr. Bellamy and his client have brought a lawsuit
11 asking for monetary damages.

12 Saying that because you don't allow us to park on this
13 -- in this beach access, our property values are diminished,
14 you've been negligent and therefore you owe us money. So
15 even if there were a -- a likelihood of irreparable harm and
16 there's not, there is a remedy available at law which would
17 frustrate equitable relief.

18 THE COURT: Yep. Let me ask you this generally when a
19 TRO is granted there's a bond requirement, I'm just wondering
20 if the bond requirement would be waived if it was a \$25 fee
21 per ticket or of course per sticker.

22 I'm just saying that way association and the members
23 don't have to post a bond if I would -- if I was to grant a
24 TRO in exchange, they pay right now \$25 per sticker. So that
25 way y'all know who's got the stickers, but I -- I don't know,

1 I'm just throwing that out there.

2 MR. BELLAMY: No, I don't necessarily have a problem
3 with that. Long as for the record, that we're not
4 acknowledging legally they at this point of, you know, as far
5 as the lawsuit that they have the right to assess a monetary
6 value. I don't have a problem for just for the TRO, but I
7 don't want to have them come back and say --

8 THE COURT: The -- the issues that I'm -- I'm hearing
9 you say we can't park, but -- but we've agreed to park. And
10 I'm hearing Mr. Clark say we're not denying them from parking
11 there. And so it -- it puts me in a situation where I'm
12 going, what -- what are we arguing about right now other than
13 a sticker and \$25?

14 MR. CLARK: Well, let me just --

15 MR. BELLAMY: Your Honor, I would ask -- Paul, you want
16 to address the Court at this point? Your Honor, if you would
17 just listen.

18 THE COURT: Sure.

19 MR. BELLAMY: Go ahead.

20 MR. BENIK: (Inaudible).

21 MR. BELLAMY: Yeah, just stand up.

22 MR. BENIK: Your Honor, the \$25 is not an issue now,
23 like they said, but I have a golf cart. I have two cars in
24 my family, so I'm going to have to go and get 75 to a hundred
25 dollars just to get -- to get the number of stickers. You

1 know, this -- is this a one-person deal? I think that's what
2 they're talking about.

3 And that's not what we did. We have -- we have
4 everybody in -- not everybody has a golf cart. We didn't
5 have golf carts back, you know, when the development was
6 started. Golf carts were used on the golf course and not --
7 not going to beat. Now that's a normal thing, and that does
8 happen.

9 Everybody -- not everybody has a golf cart, but -- and
10 not the majority has golf carts, but they do have carts and
11 most of them -- we have two family cart. We have --
12 everybody has a car, so you dealing with two or three
13 vehicles plus the golf cart for that. So that's the stuff
14 (inaudible) following.

15 THE COURT: Nodding his head. I don't know which way
16 it was, but.

17 MR. CLARK: Yeah -- yes, your Honor. I would just say
18 I agree that -- that Mr. Benik has multiple vehicles. We are
19 restricting it access to the owners. That's the -- that's
20 the claim under the easement. And the owners have as one
21 vehicle per owner.

22 The problem do we -- if we do not do that, if we don't
23 exercise that reasonable restriction, then Mr. Bennett comes
24 with his van and his golf cart and other recreational
25 vehicles, and that overburdens the Arcadian estate. It makes

1 it impossible for folks to enjoy the -- the estate as it's
2 intended. So that's why we've -- we're engaging in
3 reasonable restrictions.

4 Yes, that is one of the requirements, but it's a
5 neutral requirement. It's applied not just Arcadian Shore
6 single family residents, but to all others who have access to
7 this parcel under -- under their claim of Right.

8 So we are exercising reasonable restriction and that --
9 the problem that we have, and I think that Mr. Bennett's
10 statement is exemplary of it, that folks don't want to pay
11 for the privilege of this sticker, which protects everybody
12 who wants to access that beach.

13 MR. BENIK: We -- your honor, since 2007, when -- when
14 the roads were -- the roads were paved in 2004, when we had
15 Coquina roads, we really didn't have a problem. Now, when we
16 -- when the roads were paved, we had new people coming into
17 the area. And people were using the access to the beach that
18 were outside the development.

19 What we did was, in 2007, we've been using a -- our own
20 out of courtesy to those in front property owners, the two
21 condos and the hotel, we get -- we've been using our own
22 universal sticker system. We got -- we have -- we have one
23 for the golf cart and a pass that we use to put on the dash
24 of a car.

25 And they -- and each -- each homeowner gets one parking

1 one -- if they got a golf cart, they get a decal. If they
2 get they get the -- if they don't, they get just the -- the
3 car parking pass. We've done this since 2007 and it's
4 worked. We never had any complaints. And I'll tell you this
5 today -- today, not prior to them regulating, there were
6 never no more than eight or 10 cars down there at one time.

7 No -- and -- and the -- the Council said that they
8 charge their -- their people \$25 but their -- their
9 homeowners have their own parking space with -- inside --
10 inside the condominium --

11 THE COURT: Complex.

12 MR. BENIK: -- complex. So they don't park out there
13 unless it's overflow. And I've never seen -- the only
14 overflow I've ever seen that Arcadian One has done, they --
15 they resurfaced their parking lot. So they put all the cars
16 out there and nobody could park down there at that time.

17 But it's a non -- we've always treated as a non -- we
18 understood it was a non-exclusive agreement. I was there at
19 the beginning. My -- my parents were part of the -- Mr. John
20 McLeod was the managing -- was the managing director of the
21 -- you call the shots for Ocean Lakes.

22 MR. BELLAMY: He was the -- he was the managing member
23 for the development.

24 MR. BENIK: RL Brown.

25 THE COURT: Yeah.

1 MR. BENIK: They were -- it was always expressed in the
2 office and every -- and -- and out -- and when property was
3 sold, the -- even Ocean Lakes saw built spec homes, three or
4 four spec homes there in the late '70s. And all of that was
5 built upon the basis that parking at -- the parking in the
6 beach to temporarily -- temporary -- on a temporary basis to
7 access and enjoy the beach was all part of it. Or we
8 wouldn't be selling lots at Arcadian shores.

9 MR. BELLAMY: Your Honor, we --

10 THE COURT: Hang -- hang on a second. And we've kind
11 of gotten off track here.

12 MR. BENIK: I understand, your Honor. Yeah.

13 THE COURT: So let's, let's kind of get back on that,
14 Mr. Clark.

15 MR. CLARK: Yes, your Honor. what I would say is that
16 it seems clear from this brief exchange that there are is a
17 dramatic difference between the perception of the facts
18 amongst the parties. And that's why TRO is inappropriate in
19 this case.

20 TRO should not preempt orally decide these questions of
21 fact by -- by the mechanism of the drastic remedy of
22 restraining order. Our courts have said that A TRO is the
23 drastic remedy because it runs the risk of violating the due
24 process rights for the litigants who don't have the
25 opportunity to fully -- fully and fairly vet the facts before

1 the Court invokes its power to decide.

2 Regarding -- here's an example of the drastic
3 divergence of fact -- factual questions. Mr. Bennett
4 indicated that Arcadian single family residence, HOA, issued
5 their own parking passes and it worked fine.

6 We acknowledged that they issued their own parking
7 passes, but it worked terribly because what actually happened
8 is that there would be copies of that parking pass that were
9 passed along to friends, acquaintances, folks that didn't
10 have a right to park there.

11 And that created an -- an dramatic -- a dramatic
12 interruption. And that created a -- a problem with parking.
13 And so my client wanted to reasonably regulate to make sure
14 that those kind of passing of the -- of the piece of paper
15 back and forth didn't occur. And that's why we have imposed
16 what we believe are reasonable regulation. So there're just
17 drastic differences of fact in this case. And those should
18 not be decided at this stage in A TRO.

19 MR. BELLAMY: Well, your Honor, one thing I would say
20 is -- is Ms. Clark knows that whether it's a TRO and whether
21 it's a -- a motion for a temporary injunctive relief, the
22 findings of the Court are not binding on the parties.

23 Okay. All we're basically saying is, is that, your
24 Honor, I'll just simplify, if for purposes of this TRO, the
25 right for -- our clients to have the right temporary park

1 along Arcadian Road, we'll pay the \$25 as in lieu of the bond
2 with the understanding that we're not waiving the right to
3 object to paying that fee during the -- the -- litigating
4 this lawsuit on the merits.

5 The other point I -- and the last thing I want to say,
6 your Honor, so were clear on this is Arcadian One associated
7 is currently, like I mentioned earlier, is allowing other
8 associations outside of the subdivision to temporarily park
9 along Arcadian Road for a fee.

10 So what they're using is -- is parking to generate
11 money for -- to earn revenue for -- to offset what their unit
12 owners or condominium owners would have to pay regarding
13 their, you know -- their annual assessments.

14 So that's the problem that we've got. But the purposes
15 of this hearing, your Honor, we'll -- if -- we'll agree that
16 our clients pay \$25 in lieu of posting a bond, subject to our
17 right to litigate that they're not subject to the fine
18 regarding the merits of the lawsuit. Hope that will clear
19 everything up, your Honor.

20 THE COURT: Mr. Clark, anything else?

21 MR. CLARK: Yes, your Honor. I think I'd rest on the
22 prior argument. The only thing that I would say is that
23 regarding the \$25, Mr. Bellamy indicated that we're allowing
24 other regimes to -- to park in this place. Now he did not
25 indicate that that creates no burden to the estate in the

1 course of their TRO.

2 But these folks also have to pay \$25. They pay an
3 annual (inaudible). That's part of our -- part of our
4 process. It's a reasonable process because ownership
5 changes. Folks change. They don't no longer own, they don't
6 have the right anymore. So we would simply say that this
7 should be an annual requirement that we should be allowed to
8 administer reasonably and not subject to any TRO relief.

9 THE COURT: All right. Gentlemen, what I'm going to do
10 is take a look at everything. How you've given me the
11 Bellamy Law Firm Bible here. I mean (inaudible). And to be
12 honest with you, I -- I was in Charleston last week. I was
13 in Columbia the week before that. I haven't had any
14 opportunity to go through that. And Mr. Clark, I know that
15 y'all also filed some response and stuff that I need to take
16 a look at. So I'll hold any ruling.
17 (THERE BEING NOTHING FURTHER, THIS HEARING IS CONCLUDED)

CERTIFICATE OF TRANSCRIBER

I, JANE DANIEL, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had, and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 15 of Horry County, South Carolina, on September 15, 2025.

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

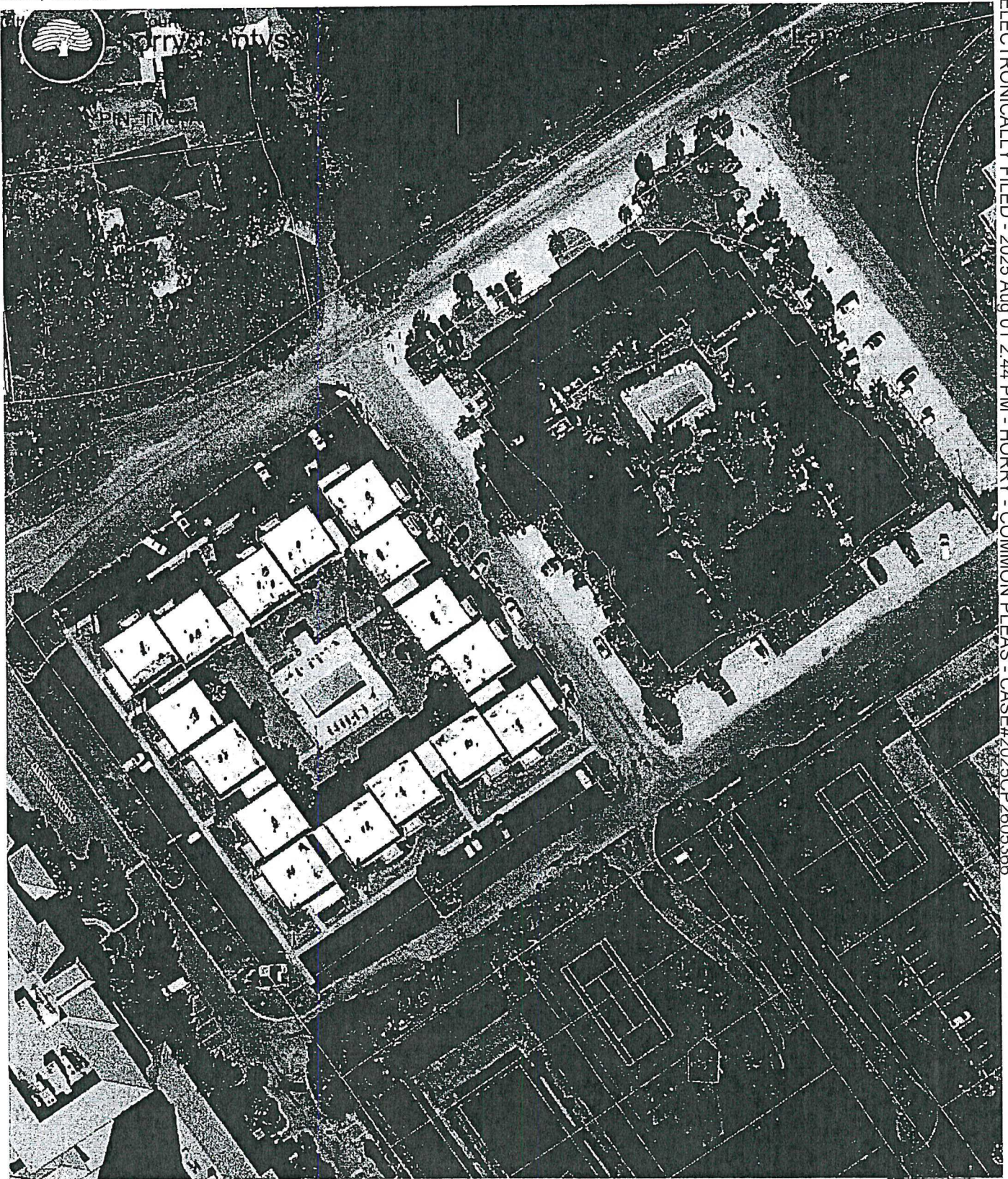
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March 27, 2026

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EXHIBIT 45



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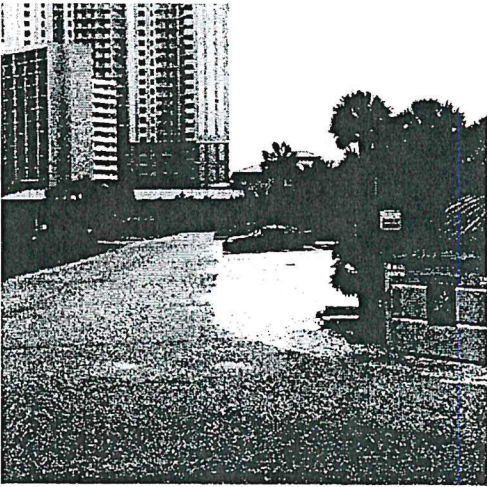
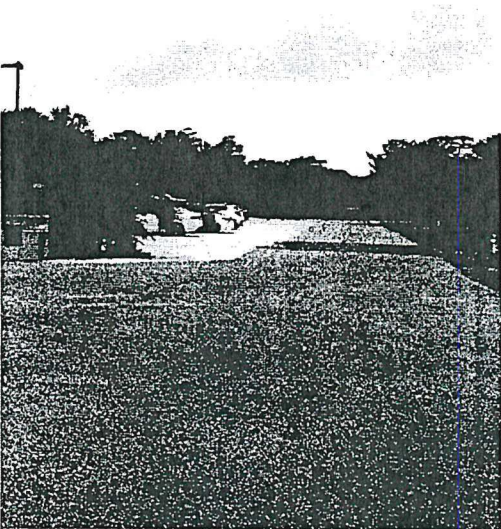
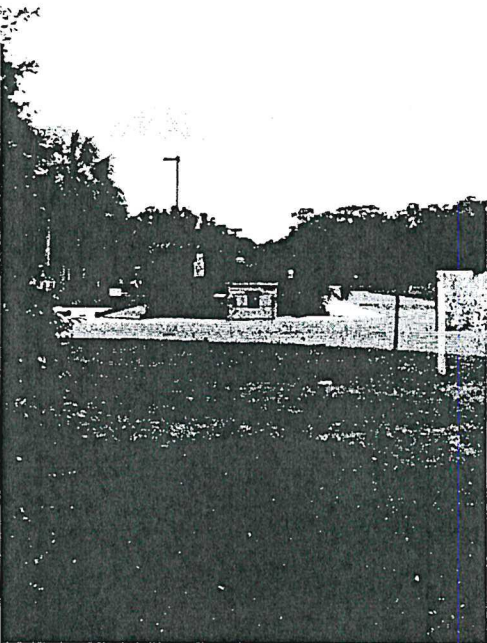
Streets



Horry County, South Carolina
PIN, TMS, A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z



Streets





HERRY - COMMON PLEAS - CASE# 2023CP2605366

Legend

- ☐ Bathroom
- ☐ Feature 1
- ☐ Feature 2
- ☒ Sea Watch Resort



WARNING

✓ MISSING/INVALID PARKING PASS

 PARKED ON GRASS

 GOLF CARTS NOT ALLOWED

 ILLEGALLY PARKED

 HANDICAPPED PARKING

 PARKED WITHOUT PERMISSION

 INVALID PLATES, NO PLATES

 DATE: 6-07-25 TIME: 3:06

VEHICLE WILL BE REMOVED IF NOT REMOVE

ON 6-07-26 BY 5:00 PM

ARDADIAN ONE 10200 BEACH CLUB DRIVE

PHONE 843-315-8516



Warning

☒ MISSING / INVALID PARKING PASS

☐ PARKED ON GRASS

☐ MOTORCYCLES NOT ALLOWED

☐ ILLEGALLY PARKED

☐ HANDICAPPED PARKING

☐ PARKED WITHOUT PERMISSION

☐ Disabled / damaged / flat tires

DATE ISSUED 7-11-25 TIME 3:04

VEHICLE WILL BE TOWED IF NOT REMOVED

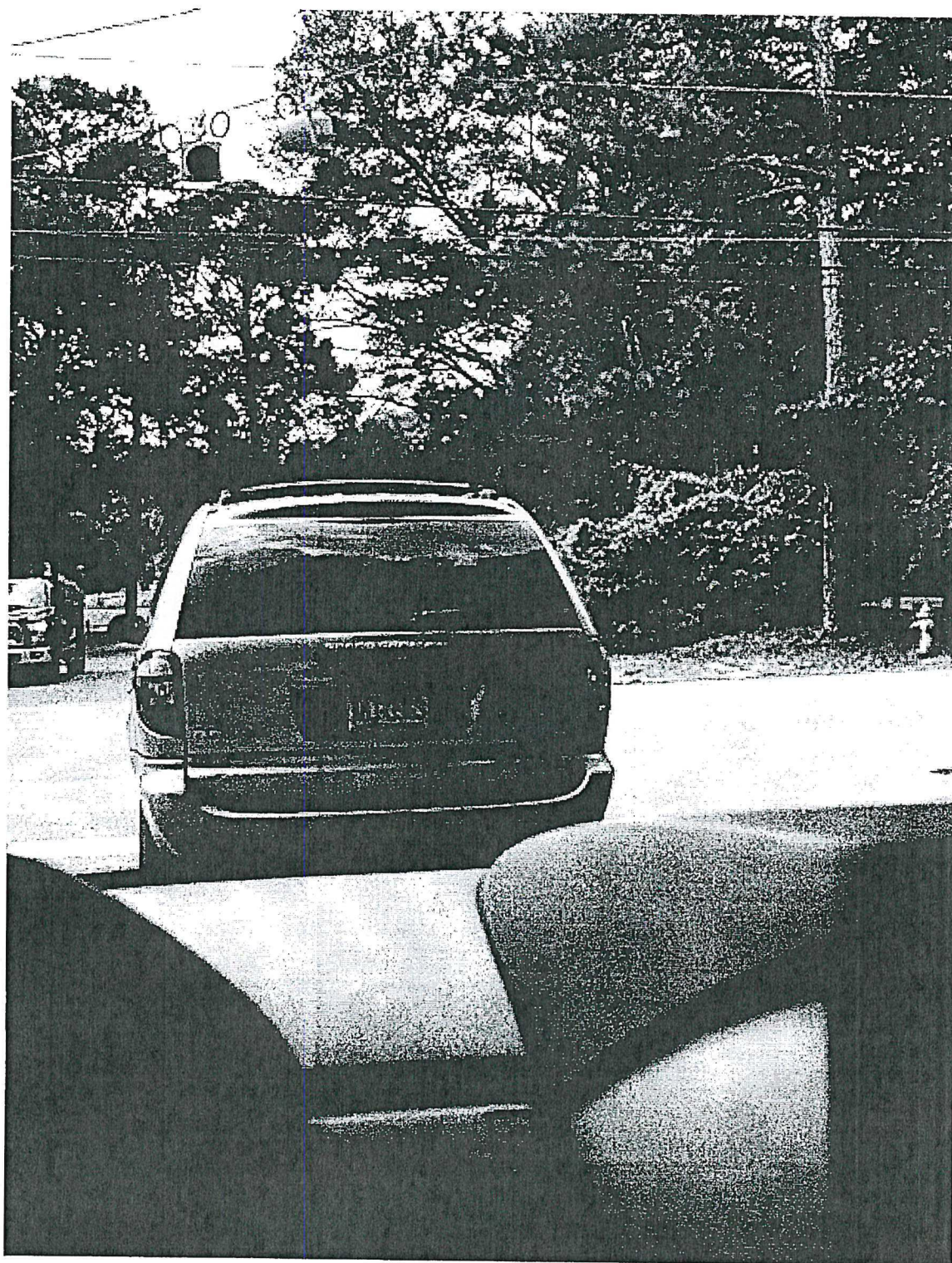
ON DATE 7-12-25 TIME 3:02

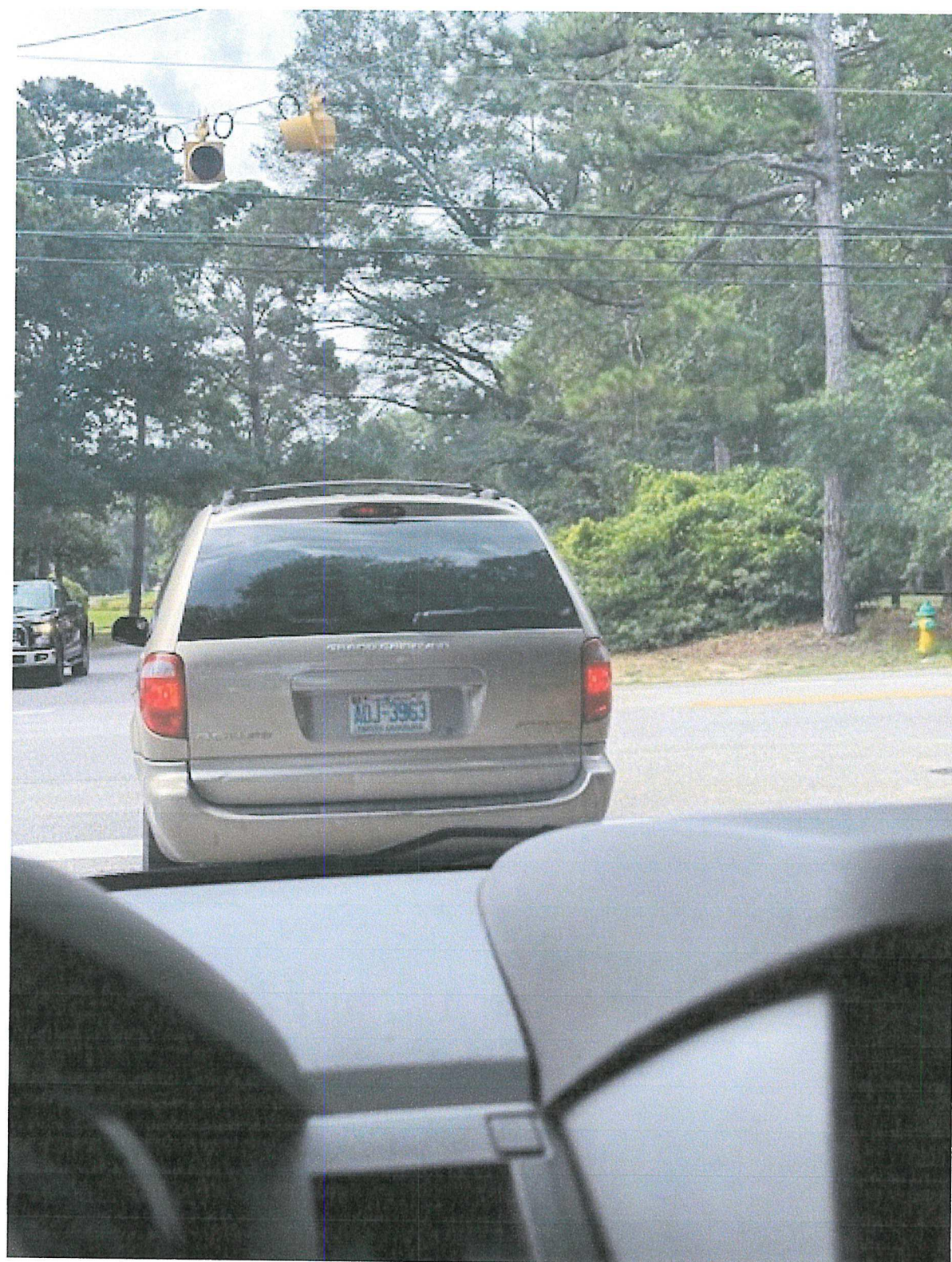
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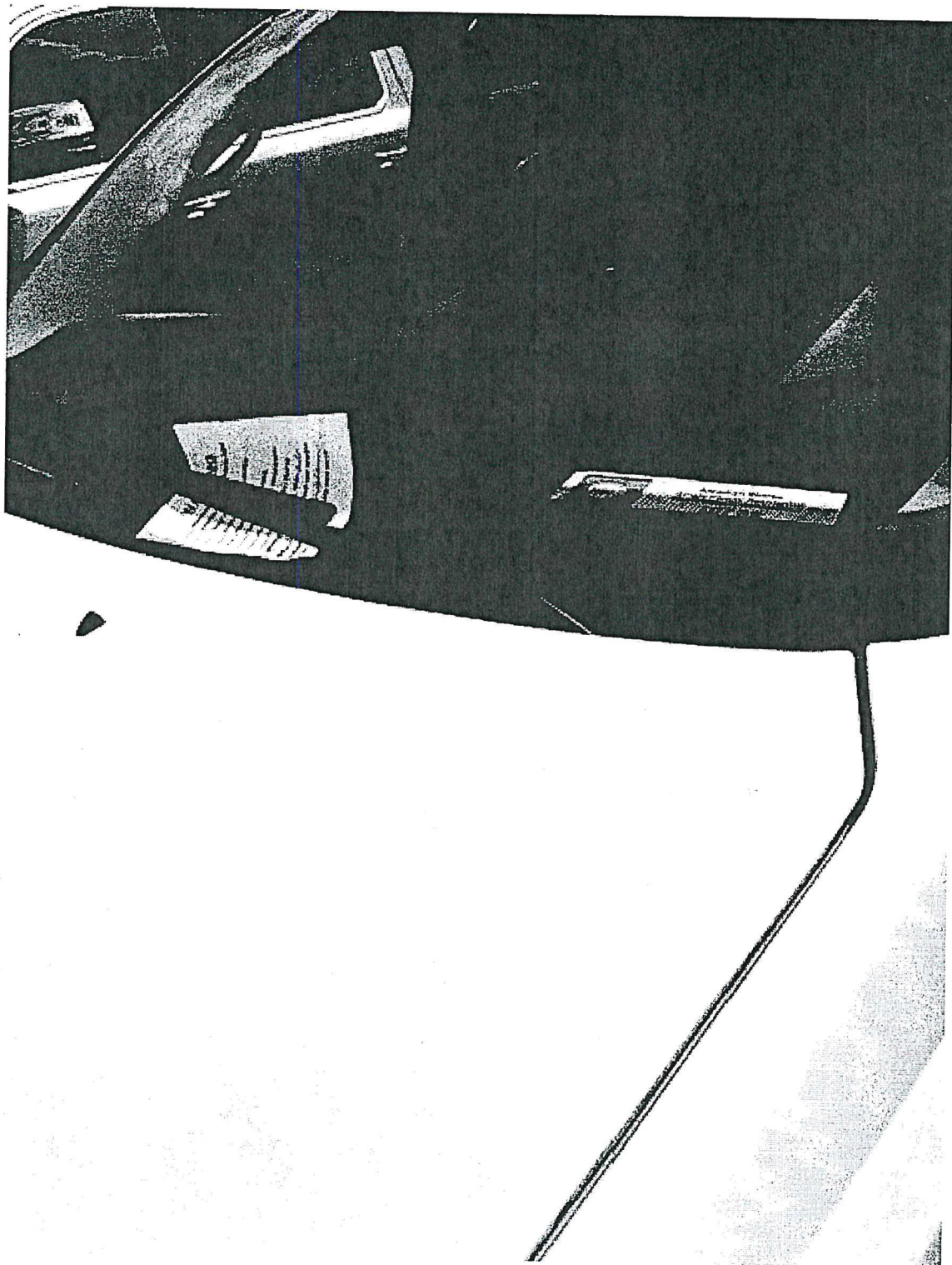
ARCADIAN ONE 10200 BEACH CLUB DRIVE, PH.843-449-5959

STRAND TOWING 914 8TH AVE. N. MYRTLE BEACH, SC 29577

PHONE 843-626-2778



















Sent from my iPhone



Untitled Map

Write a description for your map.

Legend

- Feature 1
- Feature 2
- Kingston Arcadian
- LA TITDA DESIGNS
- Resort



400 ft

Google Earth

Data Sourced from: US Navy, NGA, GEBCO

02/20/19*

Arcadian Drive

Club Wyndham SeaWatch Resort

Legend

Feature 1

Sea Watch Resort

Ocean Paradise Rentals

th Carolina

Google Earth

Arcadian One



300 ft

ominiums

RECEIVED

Oct 14 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable B. Alex Hyman, Circuit Court Judge

Appellate Case No. 2026-000666

R. Paul Benik, Jr., Rudolph Paul Benik, III, Paula W. Benik, Anton F.B.R. Poster, Sr. and Teresa L. Poster, Johann M. Mccrackin, Timothy J. Wentzel and Lisa D. Abrams, Sherry S. Weatherly, John D. Diehl and Lisa R. Diehl, Paul H. Errickson and Linda M. Errickson, Saundra Pridgen, Ronald K. Reynolds, V. Scott Miles, Vernon G. Miles, Sharon E. Miles, Deborah Floyd, Brooks M. Safrit, Woodrow S. Safrit, Steven Alan Speares and Sylvia Mccall Speares, Trustees of The Speares Revocable Trust u/a/d September 24, 2019, Steven P. Lombardi and Lisa A. Lombardi, Charles B. Hall, Virginia G. Hall, Sonia Heydt, Trustee of The Sonia Heydt Living Trust, dated December 10, 2024, Wendy Pivarnik, Joye S. Bull, Tumpie B. Bull, Maxine Williams, Trustee of The Maxine Williams Living Trust dated October 31, 2017, Kim Ritchie, Van Raye Ritchie, William B. Burch, Sharon K. Burch, Timothy G. Martin, Rebecca A. Harrington and Brian J. Martin, as Trustees of The Guy E. Martin and Ann M. Dozier Irrevocable Trust dated January 25, 2017, Miriam R. Cromer, Norwood Nicholson Cox and Janet Harrington Cox, Thomas P. Collins and Susan Lee Collins, Shawn Kelley and Karen Albert, and Jerry Steven Wilson and Dana Pridgen Wilson, Pama C. Free, Giovanni Carapelli, Julie A. Brooks, Jennifer Rae Morris, Craig L. Lambert and Lisa M. Lambert Henry Lawrence Sanderson, III, Trustee of The Henry Lawrence Sanderson, III Revocable Trust dated January 9, 2020, Ronald G. Brooks and Robin D. Brooks, Robert Christopher Jones and Melissa Coghill Jones, Darryl C. Williams and Mary Torrence Williams, David T. Taylor and Catherine T. Taylor, Samuel Deep and Dianne Deep, Natali D. Amaradasa, Rosemary Long Jenrette, and Arcadian Shores Single-Family Residential Homeowners Association, Inc..... Appellants,

v.

Arcadian Incorporated of Myrtle Beach,..... Respondent,

CERTIFICATE OF COUNSEL

The undersigned attorney for the Appellants for its right and benefit, certifies, pursuant to Rule 210(g), SCACP, that the Record on Appeal, served herewith, contains all of the materials proposed by Appellants and Respondents and not any other material.

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

s/Howell V. Bellamy, III

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Myrtle Beach, SC
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