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April 16, 2014

VIA FACSIMILE (without attachments)  
Jenny Abbott Kitchings, Clerk  
South Carolina Court of Appeals  
Clerk of Court, Appeals  
1015 Sumter Street  
Columbia, South Carolina 29201

**Re: David M. Repko V. County of Georgetown  
Appellate Case No. 2014-000156**

Madame Clerk,

I am in receipt of your letter dated April 7, 2014 regarding the caption for the above case, and asking for a copy of the underlying complaint. While this would normally be a simple task, I would like to provide some back ground information.

There are three underlying cases, Charles V. Satti and Marsha B. Satti v. County of Georgetown, 2012-CP-22-0058; Grover Michael Gossett and Cynthia Marie Gossett v County of Georgetown, 2012-CP-22-0499, and David M. Repko v County of Georgetown, 2012-CP-22-00385. All the cases were filed by William Moody. For your review I am enclosing a copy of each of the complaints and the Consent Order Consolidating Cases and Adopting Scheduling Order regarding the consolidation for your review and consideration.

During the discovery in the action the parties entered into an agreement to consolidate the cases, and Judge Culbertson entered an order consolidating the cases on May 17, 2013. As the case progressed the Satti Plaintiffs and the Gossett Plaintiffs settled their claims against Defendant County of Georgetown.

Which brings us to the underlying trial and the subject of the Appeal. Repko was the only remaining Plaintiff which proceeded with trial and the only case which had a directed verdict, which we now appeal. When we were first approached to handle the appeal it was our mistake that it was simply Repko, as we had assumed incorrectly that the consolidation was only for discovery purposes. When we filed our initial Notice of Appeal we had done so using the Repko's initial case number, and the Georgetown County Clerk, notified us that was the incorrect case number. At which time we filed an Amended Notice of Appeal.

Since that time we received the official transcript and used that caption, noting that of the named Plaintiff's only Repko was appealing in our initial brief. Our office had conversations with Amelia in your office concerning the caption and removing of Mr. Moody as counsel of record. thus, given the different issues I would appreciate any guidance you may give on how best to correct any incorrectness with the caption.

I look forward to hearing from you soon.

With kindest regards, I am

Yours sincerely,



Stephen Goldfinch, Attorney at Law

SG/rb

Enclosure

cc: David Mills, Esq.  
Danny Villacarlos Butler, Esq.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

CHARLES V. SATTI AND MARSHA B. )  
SATTI, )

Plaintiffs, )

v. )

COUNTY OF GEORGETOWN, )  
a body politic, )

Defendant. )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
CASE NO. 2012-CP-22-00558

CONSENT ORDER CONSOLIDATING  
CASES AND ADOPTING SCHEDULING  
ORDER

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

GROVER MICHAEL GOSSETT AND )  
CYNTHIA MARIE GOSSETT, )

Plaintiffs, )

v. )

COUNTY OF GEORGETOWN, )  
a body politic, )

Defendant. )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
CASE NO.: 2012-CP-22-00499

ALMA Y. WHITE  
CLERK OF COURT

2013 MAY 22 AM 10:44

GEORGETOWN COUNTY

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

DAVID M. REPKO, )

Plaintiff, )

v. )

COUNTY OF GEORGETOWN, )  
a body politic, )

Defendant. )


IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
CASE NO.: 2012-CP-22-00385

APR 25 2014

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Pursuant to the South Carolina Rules of Civil Procedure and the Consent of the parties, the issues involved in the three cases listed above are substantially similar such that a consolidation of the three cases into the case of Satti vs. County of Georgetown (Case No. 2012-CP-22-00558) would be appropriate and in the interest of judicial economy. Furthermore, with consent of the parties, the following schedule is adopted for this consolidated case.

1. Discovery: Discovery shall be completed no later than **June 21, 2013**. All written discovery requests (if any) shall be served in time for responses thereto to be served by this deadline. Any depositions must be completed by discovery deadline. No motions relating to discovery shall be filed until counsel have consulted and attempted to resolve the matter as required by Rule 11 of the SCRPC. Dispositive motions shall not be heard until the discovery deadline has passed.
2. Dispositive Motions: All dispositive motions shall be filed on or before **June 28, 2013**.
3. Trial: This case is subject to being called for jury selection and/or trial on or after **July 1, 2013**.

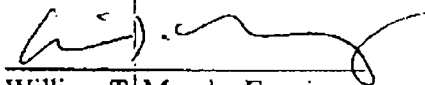


Benjamin H. Culbertson  
Chief Administrative Judge  
Fifteenth Judicial Circuit

Date: May 17, 2013

Conway, South Carolina

WE CONSENT:



William T. Moody, Esquire  
Maring & Moody, LLC  
1130 Highmarket Street  
Post Office Box 478  
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Telephone: 843-545-9544  
Facsimile: 843-545-9735  
*Attorney for Plaintiffs*



David J. Mills, Esquire  
McNair Law Firm, P.A.  
11019 Ocean Highway  
Post Office Box 1469  
Pawleys Island, SC 29585  
Telephone: 843-235-4100  
Facsimile: 843-235-4230  
*Attorney for Defendant*

STATE OF SOUTH CAROLINA )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
CASE NO. 2012-CP-22- 00499

GROVER MICHAEL GOSSETT AND )  
CYNTHIA MARIE GOSSETT, )

Plaintiff, )

COMPLAINT

v. )

COUNTY OF GEORGETOWN, )  
a body politic, )

Defendant. )

JURY TRIAL DEMANDED

ALMA Y. WHITE  
CLERK OF COURT

2012 MAY 14 PM 3:53

FILED  
CLERK OF COURT

The Plaintiffs, complaining of the above-named Defendant, by and through their attorney, would respectfully show unto this Court the following:

1. Grover Michael Gossett and Cynthia Marie Gossett are citizens and residents of Fredricksburg, Virginia.
2. The County of Georgetown, a body politic, is a governmental entity organized and existing under the laws of South Carolina.
3. The property which is the subject matter of this lawsuit, Lot 1095 (TMS # 01-0122F-095-00-00), Phase D-2, Harmony Township — West Stewart Subdivision, is located in Georgetown County.
4. This Court has jurisdiction and venue is proper.
5. On January 19, 2007, Plaintiffs purchased Lot 1095 in Phase D-2 located in the West Stewart Subdivision of Harmony Township in Georgetown County for \$128,750.00.
6. At that time, the Plaintiffs were assured by the developer that the basic infrastructure, including water, sewage, roads and electricity, would be constructed in the development. Financial guarantees were in place with the County to guarantee the implementation and construction of the infrastructure, which were intended to directly benefit the Plaintiffs and other purchasers and to provide them with assurances that should the developer become insolvent after the Plaintiffs

purchased the lots, the financial guarantee would be used by the County to complete the infrastructure.

7. Article V, Section 3 of the Georgetown County Development Regulations provides for the Acceptance and Release of Financial Guarantees for land development in Georgetown County. Section 3-6 of the Regulations requires that a release of a financial guarantee shall not occur unless all site improvements, including infrastructure, have been installed, received final inspection and a warranty financial guarantee (when applicable) has been submitted and approved. Pursuant to the Regulations, Georgetown County required that the developers obtain a surety bond/letter of credit, and a surety bond/letter of credit was obtained by the developer for the West Stewart Subdivision of Harmony Township in Georgetown County.

8. The provisions of the Georgetown County Development Regulations, including Article V, Section 3, create a special duty owing from Georgetown County to the Plaintiff since the essential purpose of the financial guarantee provisions of the Regulations is to protect against the developer's failure to complete improvements and infrastructure. The Regulations, either directly or indirectly, impose a duty on Georgetown County to guard against, or not cause the harm of infrastructure not being completed in the subdivision, therefore causing property values to drop and making the land unusable and unmarketable. Plaintiffs, as land owners in West Stewart Subdivision of Harmony Township in Georgetown County, are in a class of persons the ordinance is intended to protect. Georgetown County either knew, or should have known, that the likelihood of harm to Plaintiff was possible if the surety bond/letter of credit was released or reduced prior to the infrastructure being completed, as Plaintiffs are land owners in the subdivision. Finally, Georgetown County had sufficient authority to either release or not release the surety bond/letter of credit.

9. The developer of the West Stewart Subdivision declared bankruptcy and the basic infrastructure, including basic utilities and roads, was never completed. Georgetown County knowingly and recklessly released and/or reduced the surety bond/letter of credit without the infrastructure within the subdivision being completed. The release was done without the Plaintiffs' knowledge or consent.

10. As a result, the value of the property decreased from in excess of \$128,000.00 per lot in 2008 to less than \$15,000.00 per lot in 2010. The Plaintiffs' property cannot be used because there is no water, sewer, or roads to it.

11. The Plaintiffs intended to build a house on the property, but have been denied by Georgetown County any right to build on that property due to the lack of basic utilities and infrastructure available to the land. Georgetown County's actions directly resulted in Plaintiffs' loss of a marketable or buildable lot.

**FIRST CAUSE OF ACTION**  
**(Gross Negligence)**

12. Plaintiffs incorporate by reference Paragraphs 1 through 11 as if set forth fully herein verbatim.

13. Georgetown County had a special duty pursuant to Article V Section 3 of the Georgetown County Development Regulations to require and maintain a surety bond/letter of credit to ensure that basic infrastructure was completed in the West Stewart development if the developer defaulted.

14. Georgetown County released and/or reduced the surety/letter of credit, and as a result, the construction for basic services was never completed to the lot owned by the Plaintiffs. As a direct and proximate result of the release and/or reduction of the surety bond/letter of credit by Georgetown County for the West Stewart Subdivision, the Plaintiffs have suffered a severe diminishment and extinguishment of the value of their lot, and the lot has become unusable. Plaintiffs have not been able to construct a house on the property, as they intended to do when purchasing the property.

15. The Defendant was negligent, grossly negligent, willful, wanton and reckless in one or more of the following particulars:

a. In failing to properly document and verify, and follow standards and procedures for the same, the cost to complete the infrastructure so as to require the appropriate financial guarantee amount;

b. Improperly reducing or releasing the financial guarantee required without proper documentation and/or verification in violation of ordinances and applicable standards;

c. In releasing the financial guarantee and/or reducing the guarantee amounts without just cause and without any basis when the Defendant knew that the infrastructure was not in place; and

d. In failing to complete the infrastructure when the financial guarantee monies were taken by the County as the County has willfully disregarded ordinances and standards with respect to completion of subdivision infrastructure under financial guarantees.

16. Defendant's action in improperly releasing or reducing the financial guarantee constitutes gross negligence and negligence, and Plaintiffs are entitled to judgment against the Defendant for past and future actual damages as well as any other damages as determined by a jury.

**FOR A SECOND CAUSE OF ACTION**  
**(Intentional Interference with Rights of the Plaintiff as an Intended Beneficiary of the Letter of Credit)**

17. Plaintiffs incorporate by reference Paragraphs 1 through 16 as if set forth fully herein verbatim.

18. The Defendant improperly released and/or reduced the surety bond/letter of credit that was required pursuant to Article V, Section 3 of the Georgetown County Development Regulations.

19. Plaintiffs, as land owners in the West Stewart development, were intended beneficiaries of any surety bond/letter of credit which would ensure that, in the event of default by a developer, the funds would be used to install the required infrastructure, including basic utilities and roads, at the expense of the developer.

20. Due to the Defendant's intentional release and/or reduction of the letter of credit, the Defendant interfered with the Plaintiffs' rights as intended beneficiaries of the surety bond/letter of credit.

21. Due to this interference, the value of the lot has decreased substantially or been extinguished, and the Plaintiffs have been denied the right to build on the lot. Plaintiffs are entitled to judgment against the Defendant for past and future actual damages as well as any other damages as determined by a jury.

**FOR A THIRD CAUSE OF ACTION**  
**(Violation of Due Process)**

22. Plaintiffs incorporate by reference Paragraphs 1 through 21 as if set forth fully herein verbatim.

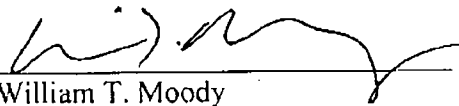
23. The Defendant wrongfully, and without legal authority, reduced and/or released the surety bond/letter of credit that was required pursuant to Article V, Section 3 of the Georgetown County Development Regulations.

24. The Defendant did not provide notice or an opportunity to be heard to the Plaintiffs concerning Georgetown County's decision to release the surety bond/letter of credit. In releasing the surety bond/letter of credit and in failing to notify the Plaintiffs of its intent to do so, the Defendant acted wrongfully in abuse of the appropriate exercise of discretion, and without legal authority.

25. As a result, the Plaintiffs' rights, including due process, were violated by the Defendant, and as a direct and proximate cause of this violation, the Plaintiffs have been damaged. Plaintiffs are entitled to damages, attorney's fees as allowed by law, plus costs.

**WHEREFORE**, the Plaintiffs pray for past and future actual damages, including but not limited to diminution in the value of the land, loss of use, inability to build a house on the land, attorney's fees as allowed by law, as well as actual and future damages as well as any other damages determined by a jury.

MARING & MOODY, LLC



William T. Moody  
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P.O. Box 478  
Georgetown, SC 29442  
Telephone: (843) 545-9544  
Facsimile: (843) 545-9735  
Attorney for Plaintiffs

Georgetown, SC  
May 14, 2012

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
CASE NO. 2012-CP-22- 00558

CHARLES V. SATTI AND MARSHA B. )  
SATTI, )

Plaintiffs, )

v. )

COUNTY OF GEORGETOWN, )  
a body politic, )

Defendant. )

COMPLAINT

JURY TRIAL DEMANDED

ALLEN J. SULLIVAN  
CLERK OF COURT

2012 JUN -4 PM 2:37

FILED  
CLERK OF COURT

The Plaintiffs, complaining of the above-named Defendant, by and through their attorney, would respectfully show unto this Court the following:

1. Charles V. Satti and Marsha B. Satti are citizens and residents of the State of Rhode Island.
2. The County of Georgetown, a body politic, is a governmental entity organized and existing under the laws of South Carolina.
3. The property which is the subject matter of this lawsuit, Lot 1002 (TMS # 01-0438-001.00.00), Phase D-1, Harmony Township — West Stewart Subdivision, is located in Georgetown County.
4. This Court has jurisdiction and venue is proper.
5. On September 9, 2006, Plaintiffs purchased Lot 1002 in Phase D-1 located in the West Stewart Subdivision of Harmony Township in Georgetown County for \$83,900.00.
6. At that time, the Plaintiffs were assured by the developer that the basic infrastructure, including water, sewage, roads and electricity, would be constructed in the development. Financial guarantees were in place with the County to guarantee the implementation and construction of the infrastructure, which were intended to directly benefit the Plaintiffs and other purchasers and to provide them with assurances that should the developer become insolvent after the Plaintiffs

purchased the lots, the financial guarantee would be used by the County to complete the infrastructure.

7. Article V, Section 3 of the Georgetown County Development Regulations provides for the Acceptance and Release of Financial Guarantees for land development in Georgetown County. Section 3-6 of the Regulations requires that a release of a financial guarantee shall not occur unless all site improvements, including infrastructure, have been installed, received final inspection and a warranty financial guarantee (when applicable) has been submitted and approved. Pursuant to the Regulations, Georgetown County required that the developers obtain a surety bond/letter of credit, and a surety bond/letter of credit was obtained by the developer for the West Stewart Subdivision of Harmony Township in Georgetown County.

8. The provisions of the Georgetown County Development Regulations, including Article V, Section 3, create a special duty owing from Georgetown County to the Plaintiff since the essential purpose of the financial guarantee provisions of the Regulations is to protect against the developer's failure to complete improvements and infrastructure. The Regulations, either directly or indirectly, impose a duty on Georgetown County to guard against, or not cause the harm of infrastructure not being completed in the subdivision, therefore causing property values to drop and making the land unusable and unmarketable. Plaintiffs, as land owners in West Stewart Subdivision of Harmony Township in Georgetown County, are in a class of persons the ordinance is intended to protect. Georgetown County either knew, or should have known, that the likelihood of harm to Plaintiff was possible if the surety bond/letter of credit was released or reduced prior to the infrastructure being completed, as Plaintiffs are land owners in the subdivision. Finally, Georgetown County had sufficient authority to either release or not release the surety bond/letter of credit.

9. The developer of the West Stewart Subdivision declared bankruptcy and the basic infrastructure, including basic utilities and roads, was never completed. Georgetown County knowingly and recklessly released and/or reduced the surety bond/letter of credit without the infrastructure within the subdivision being completed. The release was done without the Plaintiffs' knowledge or consent.

10. As a result, the value of the property decreased from in excess of \$90,000.00 per lot in 2008 to less than \$10,000.00 per lot in 2010. The Plaintiffs' property cannot be used because there is no water, sewer, or roads to it.

11. The Plaintiffs intended to build a house on the property, but have been denied by Georgetown County any right to build on that property due to the lack of basic utilities and infrastructure available to the land. Georgetown County's actions directly resulted in Plaintiffs' loss of a marketable or buildable lot.

**FIRST CAUSE OF ACTION**  
**(Gross Negligence)**

12. Plaintiffs incorporate by reference Paragraphs 1 through 11 as if set forth fully herein verbatim.

13. Georgetown County had a special duty pursuant to Article V Section 3 of the Georgetown County Development Regulations to require and maintain a surety bond/letter of credit to ensure that basic infrastructure was completed in the West Stewart development if the developer defaulted.

14. Georgetown County released and/or reduced the surety/letter of credit, and as a result, the construction for basic services was never completed to the lot owned by the Plaintiffs. As a direct and proximate result of the release and/or reduction of the surety bond/letter of credit by Georgetown County for the West Stewart Subdivision, the Plaintiffs have suffered a severe diminishment and extinguishment of the value of their lot, and the lot has become unusable. Plaintiffs have not been able to construct a house on the property, as they intended to do when purchasing the property.

15. The Defendant was negligent, grossly negligent, willful, wanton and reckless in one or more of the following particulars:

a. In failing to properly document and verify, and follow standards and procedures for the same, the cost to complete the infrastructure so as to require the appropriate financial guarantee amount;

b. Improperly reducing or releasing the financial guarantee required without proper documentation and/or verification in violation of ordinances and applicable standards;

c. In releasing the financial guarantee and/or reducing the guarantee amounts without just cause and without any basis when the Defendant knew that the infrastructure was not in place; and

d. In failing to complete the infrastructure when the financial guarantee monies were taken by the County as the County has willfully disregarded ordinances and standards with respect to completion of subdivision infrastructure under financial guarantees.

16. Defendant's action in improperly releasing or reducing the financial guarantee constitutes gross negligence and negligence, and Plaintiffs are entitled to judgment against the Defendant for past and future actual damages as well as any other damages as determined by a jury.

**FOR A SECOND CAUSE OF ACTION**  
**(Intentional Interference with Rights of the Plaintiff as an Intended Beneficiary of the Letter of Credit)**

17. Plaintiffs incorporate by reference Paragraphs 1 through 16 as if set forth fully herein verbatim.

18. The Defendant improperly released and/or reduced the surety bond/letter of credit that was required pursuant to Article V, Section 3 of the Georgetown County Development Regulations.

19. Plaintiffs, as land owners in the West Stewart development, were intended beneficiaries of any surety bond/letter of credit which would ensure that, in the event of default by a developer, the funds would be used to install the required infrastructure, including basic utilities and roads, at the expense of the developer.

20. Due to the Defendant's intentional release and/or reduction of the letter of credit, the Defendant interfered with the Plaintiffs' rights as intended beneficiaries of the surety bond/letter of credit.

21. Due to this interference, the value of the lot has decreased substantially or been extinguished, and the Plaintiffs have been denied the right to build on the lot. Plaintiffs are entitled to judgment against the Defendant for past and future actual damages as well as any other damages as determined by a jury.

**FOR A THIRD CAUSE OF ACTION**  
**(Violation of Due Process)**

22. Plaintiffs incorporate by reference Paragraphs 1 through 21 as if set forth fully herein verbatim.

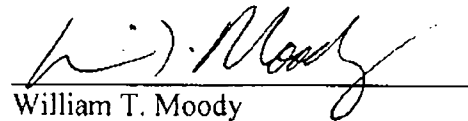
23. The Defendant wrongfully, and without legal authority, reduced and/or released the surety bond/letter of credit that was required pursuant to Article V, Section 3 of the Georgetown County Development Regulations.

24. The Defendant did not provide notice or an opportunity to be heard to the Plaintiffs concerning Georgetown County's decision to release the surety bond/letter of credit. In releasing the surety bond/letter of credit and in failing to notify the Plaintiffs of its intent to do so, the Defendant acted wrongfully in abuse of the appropriate exercise of discretion, and without legal authority.

25. As a result, the Plaintiffs' rights, including due process, were violated by the Defendant, and as a direct and proximate cause of this violation, the Plaintiffs have been damaged. Plaintiffs are entitled to damages, attorney's fees as allowed by law, plus costs.

**WHEREFORE**, the Plaintiffs pray for past and future actual damages, including but not limited to diminution in the value of the land, loss of use, inability to build a house on the land, attorney's fees as allowed by law, as well as actual and future damages as well as any other damages determined by a jury.

MARING & MOODY, LLC



William T. Moody  
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Georgetown, SC 29442  
Telephone: (843) 545-9544  
Facsimile: (843) 545-9735  
Attorney for Plaintiffs

Georgetown, SC  
June 1, 2012

STATE OF SOUTH CAROLINA )

COUNTY OF GEORGETOWN )

DAVID M. REPKO, )

Plaintiff, )

v. )

COUNTY OF GEORGETOWN, )  
a body politic, )

Defendant. )

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT  
CASE NO. 2012-CP-22- 003 85

COMPLAINT

JURY TRIAL DEMANDED

FILED  
GEORGETOWN COUNTY S.C.  
2012 APR 20 PM 2:04  
ALMA Y. WHITTE  
CLERK OF COURT

The Plaintiff, complaining of the above-named Defendant, by and through his attorney, would respectfully show unto this Court the following:

1. David M. Repko is a citizen and resident of Baltimore, Maryland.
2. The County of Georgetown, a body politic, is a governmental entity organized and existing under the laws of South Carolina.
3. The property which is the subject matter of this lawsuit, Lot 1076 (TMS # 01-0122E-076-00-00) and 1077 (TMS # 01-0122E-077-00-00), Phase D-1, Harmony Township — West Stewart Subdivision, is located in Georgetown County.
4. This Court has jurisdiction and venue is proper.
5. On October 9, 2006, Plaintiff purchased Lots 1076 and 1077 in Phase D-1 located in the West Stewart Subdivision of Harmony Township in Georgetown County for \$77,000.00 and \$78,000.00, respectively.
6. At that time, the Plaintiff was assured by the developer that the basic infrastructure, including water, sewage, roads and electricity, would be constructed in the development. Financial guarantees were in place with the County to guarantee the implementation and construction of the infrastructure, which were intended to directly benefit the Plaintiff and other purchasers and to provide them with assurances that should the developer become insolvent after the Plaintiff purchased the lots, the financial guarantee would be used by the County to complete the infrastructure.

7. Article V, Section 3 of the Georgetown County Development Regulations provides for the Acceptance and Release of Financial Guarantees for land development in Georgetown County. Section 3-6 of the Regulations requires that a release of a financial guarantee shall not occur unless all site improvements, including infrastructure, have been installed, received final inspection and a warranty financial guarantee (when applicable) has been submitted and approved. Pursuant to the Regulations, Georgetown County required that the developers obtain a surety bond/letter of credit, and a surety bond/letter of credit was obtained by the developer for the West Stewart Subdivision of Harmony Township in Georgetown County.

8. The provisions of the Georgetown County Development Regulations, including Article V, Section 3, create a special duty owing from Georgetown County to the Plaintiff since the essential purpose of the financial guarantee provisions of the Regulations is to protect against the developer's failure to complete improvements and infrastructure. The Regulations, either directly or indirectly, impose a duty on Georgetown County to guard against, or not cause the harm of infrastructure not being completed in the subdivision, therefore causing property values to drop and making the land unusable and unmarketable. Plaintiff, as a land owner in West Stewart Subdivision of Harmony Township in Georgetown County, is in a class of persons the ordinance is intended to protect. Georgetown County either knew, or should have known, that the likelihood of harm to Plaintiff was possible if the surety bond/letter of credit was released or reduced prior to the infrastructure being completed, as Plaintiff is a land owner in the subdivision. Finally, Georgetown County had sufficient authority to either release or not release the surety bond/letter of credit.

9. The developer of the West Stewart Subdivision declared bankruptcy and the basic infrastructure, including basic utilities and roads, was never completed. Georgetown County knowingly and recklessly released and/or reduced the surety bond/letter of credit without the infrastructure within the subdivision being completed. The release was done without the Plaintiff's knowledge or consent.

10. As a result, the value of the property decreased from in excess of \$75,000.00 per lot in 2008 to less than \$15,000.00 per lot in 2010. The Plaintiff's property cannot be used because there is no water, sewer, or roads to it.

11. The Plaintiff intended to build houses on the property, but have been denied by Georgetown County any right to build on that property due to the lack of basic utilities and

infrastructure available to the land. Georgetown County's actions directly resulted in Plaintiff's loss of a marketable or buildable lot.

**FIRST CAUSE OF ACTION**  
**(Gross Negligence)**

12. Plaintiff incorporates by reference Paragraphs 1 through 11 as if set forth fully herein verbatim.

13. Georgetown County had a special duty pursuant to Article V Section 3 of the Georgetown County Development Regulations to require and maintain a surety bond/letter of credit to ensure that basic infrastructure was completed in the West Stewart development if the developer defaulted.

14. Georgetown County released and/or reduced the surety/letter of credit, and as a result, the construction for basic services was never completed to the lot owned by the Plaintiff. As a direct and proximate result of the release and/or reduction of the surety bond/letter of credit by Georgetown County for the West Stewart Subdivision, the Plaintiff has suffered a severe diminishment and extinguishment of the value of his lot, and the lot has become unusable. Plaintiff has not been able to construct a house on the property, as he intended to do when purchasing the property.

15. The Defendant was negligent, grossly negligent, willful, wanton and reckless in one or more of the following particulars:

a. In failing to properly document and verify, and follow standards and procedures for the same, the cost to complete the infrastructure so as to require the appropriate financial guarantee amount;

b. Improperly reducing or releasing the financial guarantee required without proper documentation and/or verification in violation of ordinances and applicable standards;

c. In releasing the financial guarantee and/or reducing the guarantee amounts without just cause and without any basis when the Defendant knew that the infrastructure was not in place; and

d. In failing to complete the infrastructure when the financial guarantee monies were taken by the County as the County has willfully disregarded ordinances and standards with respect to completion of subdivision infrastructure under financial guarantees.

16. Defendant's action in improperly releasing or reducing the financial guarantee constitutes gross negligence and negligence, and Plaintiffs are entitled to judgment against the Defendant for past and future actual damages as well as any other damages as determined by a jury.

**FOR A SECOND CAUSE OF ACTION**  
**(Intentional Interference with Rights of the Plaintiff as an Intended Beneficiary of the Letter of Credit)**

17. Plaintiff incorporates by reference Paragraphs 1 through 16 as if set forth fully herein verbatim.

18. The Defendant improperly released and/or reduced the surety bond/letter of credit that was required pursuant to Article V, Section 3 of the Georgetown County Development Regulations.

19. Plaintiff, as a land owner in the West Stewart development, was an intended beneficiary of any surety bond/letter of credit which would ensure that, in the event of default by a developer, the funds would be used to install the required infrastructure, including basic utilities and roads, at the expense of the developer.

20. Due to the Defendant's intentional release and/or reduction of the letter of credit, the Defendant interfered with the Plaintiff's rights as intended beneficiaries of the surety bond/letter of credit.

21. Due to this interference, the value of the lot has decreased substantially or been extinguished, and the Plaintiff has been denied the right to build on the lot. Plaintiff is entitled to judgment against the Defendant for past and future actual damages as well as any other damages as determined by a jury.

**FOR A THIRD CAUSE OF ACTION**  
**(Violation of Due Process)**

22. Plaintiff incorporates by reference Paragraphs 1 through 21 as if set forth fully herein verbatim.

23. The Defendant wrongfully, and without legal authority, reduced and/or released the surety bond/letter of credit that was required pursuant to Article V, Section 3 of the Georgetown County Development Regulations.

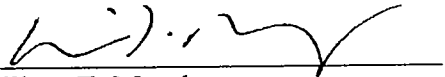
24. The Defendant did not provide notice or an opportunity to be heard to the Plaintiff concerning Georgetown County's decision to release the surety bond/letter of credit. In releasing the

surety bond/letter of credit and in failing to notify the Plaintiff of its intent to do so, the Defendant acted wrongfully in abuse of the appropriate exercise of discretion, and without legal authority.

25. As a result, the Plaintiff's rights, including due process, were violated by the Defendant, and as a direct and proximate cause of this violation, the Plaintiff has been damaged. Plaintiff is entitled to damages, attorney's fees as allowed by law, plus costs.

**WHEREFORE**, the Plaintiff prays for past and future actual damages, including but not limited to diminution in the value of the land, loss of use, inability to build a house on the land, attorney's fees as allowed by law, as well as actual and future damages as well as any other damages determined by a jury.

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