

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

) THE COURT OF COMMON PLEAS
)
) CASE NO.: 2018-CP-2200199

RECEIVED

MAY 24 2019

SC Court of Appeals

**ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT
AND DENYING PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

The Gulfstream Café, Inc.,
Plaintiff,
v.
Palmetto Industrial Development, LLC,
Defendant.

The issue before the Court involves the interpretation of a warranty provision in easements granted to The Gulfstream Café, Inc. ("Gulfstream") to a parking lot at the Marlin Quay Marina. Gulfstream contends the warranty provision obligates Palmetto Industrial Development, LLC ("Palmetto") to warrant and defend the Easement against claims, including those made by Palmetto. Palmetto disputes Gulfstream's interpretation of the warranty provision. Both Gulfstream and Palmetto moved for summary judgment on this issue.

Having reviewed the pleadings, motions, memoranda of law, and exhibits and further, having considered the Parties' oral arguments, the Court **GRANTS** Palmetto's motion for summary judgment and **DENIES** Gulfstream's motion for summary judgment. Specifically, the Court finds that the South Carolina Supreme Court's opinion in *Black v. Patel*, 357 S.C. 466, 594 S.E.2d 162 (2004), governs this case. Under the *Black* decision, Palmetto is not required to warrant and defend the easement from the claims made in the prior litigation between Gulfstream and Palmetto.

Therefore, the Court **GRANTS** Palmetto's motion for summary judgment and **DENIES** Gulfstream's motion for summary judgment.

IT IS SO ORDERED.

[Electronic signature of the Honorable Benjamin H. Culbertson to follow.]



Georgetown Common Pleas

Case Caption: The Gulfstream Cafe Inc. VS Palmetto Industrial Development Llc

Case Number: 2018CP2200199

Type: Order/Summary Judgment

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2019-05-06 13:54:36 page 2 of 2