

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM HORRY COUNTY, COURT OF COMMON PLEAS
THE HONORABLE BENJAMIN H. CULBERTSON, CIRCUIT COURT JUDGE

RECEIVED

APR 27 2020

APPELLATE CASE NO. 2019-000964
CIVIL ACTION NO. 2016-CP-26-06495

SC Court of Appeals

Cornell Patton, Melissa Patton, Chad Webb and Amy Webb,

APPELLANTS,

versus

Prestwick Land Limited Partnership; Prestwick Homeowners Association, Inc.;
Jackson Companies; City of Myrtle Beach; South Carolina Department of Transportation;
Horry County; Myrtle Beach Air Force Base Redevelopment Authority; Nelson L.
Hardwick & Associates, Inc.; Bermuda Gardens Homeowners' Association d/b/a
Homeowners of Ocean Walk Property Owners Association; Campgrounds, Inc.; and
Prestwick Property Owners Associations, Inc.,

DEFENDANTS,

Of which Prestwick Land Limited Partnership, Jackson Companies,
and Campgrounds, Inc. are the

RESPONDENTS.

City of Myrtle Beach,

THIRD-PARTY PLAINTIFF,

versus

Phil Eaves and Elizabeth Eaves,
Third-Party Defendants, Counterclaimants,
Cross-Claimants,

**APPELLANTS
RESPONDENT.**

SUPPLEMENTAL RECORD ON APPEAL

Gene M. Connell
KELAHER, CONNELL & CONNOR, P.C.
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PATTON V. PRESTWICK LAND LIMITED PARTNERSHIP

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2016CP2606495

ELECTRONICALLY FILED - 2018 Oct 11-9:00 AM - HORRY - COMMON PLEAS - CASE#2016CP2606495

Cornell Patton Chad Webb 3Rd Party Myrtle Beach City of	Melissa Patton Amy Webb Fourth Party Homeowners of Ocean Walk Property Owners Association	Prestwick Land Limited Partnership Jackson Companies Department of Transportation South Carolina Myrtle Beach Air Force Base Redevelopment Authority Elizabeth 3Rd Party Eaves	Prestwick Homeowners Association Inc Myrtle Beach City of Horry County of Phil 3Rd Party Eaves
--	--	--	--

PLAINTIFF(S) Submitted by: Clerk Of Court	DEFENDANT(S) Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant
--	---

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit);
 Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON): Rule 40(j) SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- STAYED DUE TO BANKRUPTCY
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded; Other:

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order; (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

Defendant's Motion/Summary Judgment. MOTION DENIED.

This order ends does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

2157

10/10/2018

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Gene McCain Connell Jr. PO Drawer 14547 Surfside Beach, SC 29587

Michael Kirk Battle Battle Law Firm 1200 Main Street Conway, SC 29528

Lisa Arlene Thomas PO Box 1740 Thompson & Henry, PA Conway, SC 29528

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Michael Warner Battle PO Box 530 Conway, SC 29528-0530

Christina Agnes Bisset PO Box 1349 Myrtle Beach, SC 29578

Allen Leland DuPre 342 East Bay Street Charleston, SC 29401

William Wharton Watkins Jr. PO Box 1200 Charleston, SC 29402

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter-

Renee N. Elvis - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Horry Common Pleas

Case Caption: Cornell Patton , plaintiff, et al VS Prestwick Land Limited Partnership , defendant, et al

Case Number: 2016CP2606495

Type: Order/Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY)	C/A No. 2016-CP-26-6495

Cornell Patton, Melissa Patton,
 Chad Web and Amy Webb,

 Plaintiffs,

vs.

Prestwick Land Limited Partnership;
 Prestwick Homeowners Association, Inc.;
 Jackson Companies;
 City of Myrtle Beach;
 South Carolina Department of Transportation;
 Horry County; and
 Myrtle Beach Air Force Base Redevelopment
 Authority;

Defendants.

**PRESTWICK LAND LIMITED
 PARTNERSHIP AND JACKSON
 COMPANIES' ANSWER TO
 COUNTERCLAIM AND CROSS-
 CLAIM OF THIRD-PARTY
 DEFENDANTS, PHIL EAVES AND
 ELIZABETH EAVES**

(Jury Trial Demanded)

City of Myrtle Beach,

 Third-Party Plaintiff,

vs.

Phil Eaves and Elizabeth Eaves,

 Third-Party Defendants.

Defendants, Prestwick Land Limited Partnership and Jackson Companies, herein respond to the Counterclaim/Cross-claim of Third-Party Defendants Phil Eaves and Elizabeth Eaves as follows:

FOR A FIRST DEFENSE

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

FOR A FIRST DEFENSE AS TO THE FIRST COUNTERCLAIM/CROSS-CLAIM

2. These Defendants, upon information and belief, admit the allegations as contained in Paragraph 10 of the Counterclaim/Cross-claim.
3. These Defendants have insufficient information in which to admit or deny the allegations as contained in Paragraphs 11 and 12 of the Counterclaim/Cross-claim.
4. With regard to Paragraph 13 of the Counterclaim/Cross-claim, these Defendants specifically deny that the Third-Party Defendants have a cause of action against them.
5. To the extent the allegations contained in Paragraphs 14 and 15 of the Counterclaim/Cross-claim pertain to these Defendants, then same are denied.
6. These Defendants have insufficient information in which to admit or deny the allegations as contained in Paragraph 16 of the Counterclaim/Cross-claim and, therefore, demand strict proof thereof.
7. These Defendants deny the allegations as contained in Paragraph 17 of the Counterclaim/Cross-claim.

FOR A FIRST DEFENSE AS TO THE SECOND COUNTERCLAIM/CROSS-CLAIM

(Nuisance)

8. To the extent the allegations contained in Paragraphs 19 and 20 of the Counterclaim/Cross-claim pertain to these Defendants, then same are denied.
9. These Defendants deny the allegations as contained in Paragraph 21 of the Counterclaim/Cross-claim.

FOR A FIRST DEFENSE AS TO THE FOURTH COUNTERCLAIM/CROSS-CLAIM

10. These Defendants, upon information and belief, admit the allegations as contained in Paragraph 29 of the Counterclaim/Cross-claim.

11. These Defendants would show that the allegations contained in Paragraphs 30, 31, 32, 33 and 34 of the Counterclaim/Cross-claim pertain to other parties; however, to the extent that they contain any wrongdoing on the part of these Defendants, then same are denied.
12. These Defendants denies the allegations contained in Paragraphs 35, 36, 37 and 38 of the Counterclaim/Cross-claim.

FOR A FIRST DEFENSE AS TO THE SIXTH COUNTERCLAIM/CROSS-CLAIM
(Negligence)

13. These Defendants deny the allegations as contained in Paragraph 44 of the Counterclaim/Cross-claim.
14. With regard to Paragraph 45 of the Counterclaim/Cross-claim, these Defendants admit Prestwick Land Limited Partnership previously constructed a drainage system; however, it no longer has ownership of any of the property. These Defendants have insufficient information in which to admit or deny the remaining allegations.
15. These Defendants deny the allegations as contained in Paragraphs 46 and 47 of the Counterclaim/Cross-claim.
16. With regard to Paragraph 48 of the Counterclaim/Cross-claim, these Defendants specifically deny that they were the proximate cause of the Third-Party Defendants' alleged damages; these Defendants have insufficient information in which to admit or deny the remaining allegations.
17. These Defendants deny the allegations as contained in Paragraph 49 of the Counterclaim/Cross-claim.

FOR A FIRST DEFENSE AS TO THE SEVENTH COUNTERCLAIM/CROSS-CLAIM

(Trespass)

18. To the extent the allegations contained in Paragraphs 51, 52, 53 and 54 of the Counterclaim/Cross-claim pertain to these Defendants, then same are denied.
19. These Defendants have insufficient information in which to admit or deny the allegations as contained in Paragraph 55 of the Counterclaim/Cross-claim, and, therefore, demand strict proof thereof.
20. These Defendants specifically deny the allegations as contained in Paragraphs 56, 57, 58, 59, 60 and 61 of the Counterclaim/Cross-claim.

FOR A SECOND DEFENSE

21. These Defendants reiterate the allegations as contained in the previous defenses as if repeated verbatim within this defense.
22. These Defendants would show that the Counterclaim/Cross-claim fails to set out sufficient allegations to constitute a cause of action against these Defendants, and, therefore, request that this action be dismissed pursuant to Rule 12(b)(6) of the *South Carolina Rules of Civil Procedure*.

FOR A THIRD DEFENSE

23. These Defendants reiterate the allegations as contained in the previous defenses as if repeated verbatim within this defense.
24. These Defendants would show that the Third-Party Plaintiffs entered into a settlement agreement pertaining to the matters set out in the Counterclaim/Cross-claim, and these Defendants, therefore, assert release as an affirmative defense.

FOR A FOURTH DEFENSE

25. These Defendants reiterate the allegations as contained in the previous defenses as if repeated verbatim within this defense.
26. These Defendants would show that the Third-Party Plaintiffs previously brought a lawsuit pertaining to the same matters asserted in this lawsuit and that lawsuit was dismissed with prejudice; therefore, these Defendants assert collateral estoppel as an affirmative defense.

FOR A FIFTH DEFENSE

27. These Defendants reiterate the allegations as contained in the previous defenses as if repeated verbatim within this defense.
28. These Defendants assert equitable estoppel as an affirmative defense.

FOR A SIXTH DEFENSE

29. These Defendants reiterate the allegations as contained in the previous defenses as if repeated verbatim within this defense.
30. These Defendants assert the equitable defenses of waiver and laches as affirmative defenses.

FOR A SEVENTH DEFENSE

31. These Defendants reiterate the allegations as contained in the previous defenses as if repeated verbatim within this defense.
32. These Defendants assert the Statute of Limitations as an affirmative defense and a complete bar to this action.

FOR AN EIGHTH DEFENSE

33. These Defendants reiterate the allegations as contained in the previous defenses as if repeated verbatim within this defense.

34. These Defendants assert the Statute of Repose as an affirmative defense and a complete bar to this action.

FOR A NINTH DEFENSE

35. These Defendants reiterate the allegations as contained in the previous defenses as if repeated verbatim within this defense.

36. These Defendants assert assumption of risk as an affirmative defense.

FOR A TENTH DEFENSE

37. These Defendants reiterate the allegations as contained in the previous defenses as if repeated verbatim within this defense.

38. These Defendants would show that the Third-Party Plaintiffs' alleged damages were caused by a third party or parties for whom these Defendants cannot be held liable.

FOR AN ELEVENTH DEFENSE

39. These Defendants reiterate the allegations as contained in the previous defenses as if repeated verbatim within this defense.

40. These Defendants assert the doctrine of unclean hands as an affirmative defense.

Wherefore, having fully responded to the Counterclaim/Cross-Claim of Phil Eaves and Elizabeth Eaves, Defendants, Prestwick Land Limited Partnership and Jackson Companies request the same be dismissed with prejudice, together with the costs and disbursements in the defense of this matter, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

RICHARDSON, PLOWDEN & ROBINSON, P.A.

s/ Douglas Charles Baxter

Douglas Charles Baxter, Esquire
2103 Farlow Street, Myrtle Beach, SC 29577
Post Office Box 3646, Myrtle Beach, SC 29578
(843) 448-1008 Main; (843) 443-3580 Direct
(843) 448-1533 Fax
dbaxter@richardsonplowden.com

Attorney for the Defendants, Prestwick Land
Limited Partnership and Jackson Companies

June 9, 2017

**THOMPSON
& HENRY, P.A.**

ATTORNEYS AT LAW

1300 SECOND AVENUE, THIRD FLOOR
POST OFFICE BOX 1740

CONWAY, SOUTH CAROLINA 29528

TELEPHONE
(843) 248-5741FACSIMILE
(843) 248-6396LISA A. THOMAS
LThomas@thompsonlaw.com

October 1, 2018

The Honorable Renee Elvis
Horry County Clerk of Court
P. O. Box 677
Conway, SC 29528RE: Cornell Patton, et al v. Prestwick Land Limited Partnership, et al
C/A No.: 2016-CP-26-06495
Our File No.: 54601.76

Dear Renee:

On August 10, 2018, Defendant Myrtle Beach Air Force Base Redevelopment Authority filed their Motion for Summary Judgment in connection with the above-captioned matter along with proper proof of service. These two documents:

- Affidavit of Thomas "Buddy" Styers; and
- Exhibit B - Settlement Agreement and Release

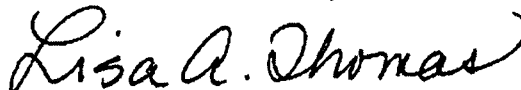
need to be filed and attached as Exhibits to this Defendant's summary judgment motion as referenced above.

Thank you, in advance, for your assistance in this regard.

With kindest regards, I remain

Very truly yours,

THOMPSON & HENRY, P. A.



Lisa A. Thomas

LAT/lwj

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

)
) SETTLEMENT AGREEMENT AND RELEASE
)

KNOW ALL MEN BY THESE PRESENTS that CORNELL PATTON, MELISSA PATTON, SCOTT WERTER, CHARISE WERTER, PHIL EAVES, ELIZABETH EAVES, SCOTT PLYLER AND MICHELL PLYLER, (hereinafter referred to as "Landowners"), for and in consideration of the sum of FOUR HUNDRED SEVENTY THOUSAND AND NO/100 - (\$470,000.00) - DOLLARS, and other good and valuable consideration to the undersigned in hand paid on behalf of Frestwick Land Limited Partnership, Jackson Companies, City of Myrtle Beach, Pirateland Campground, Inc., Bellamy Engineering, Inc., Horry County, and Myrtle Beach Air Force Base Redevelopment Authority, (hereinafter referred to as "Defendants") (receipt whereof is hereby acknowledged), have remised, released and forever discharged and by these presents do for me or us, my, or our heirs, executors, administrators, successors, and assigns remise, release, and forever mutually discharge the said Defendants, her/his or their heirs, executors or administrators or its successors as the case may be of and from all, and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespass, and trespasses, damage and damages, judgments, extents, executions, claim and claims, and demand and demands whatsoever both at law and in equity which the undersigned, , ever had, now has, or which, the undersigned, CORNELL PATTON, MELISSA PATTON, SCOTT WERTER, CHARISE WERTER, PHIL EAVES, ELIZABETH EAVES, SCOTT PLYLER AND MICHELL PLYLER, their heirs, executors, administrators, assigns or successors

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ELECTRONICALLY FILED - 2018 Oct 01 12:32 PM - HORRY - COMMON PLEAS - CASE#2016CP2606495

hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatever from the beginning of the world up to the day, hour, minutes of the execution of these presents, and with special reference to the following specifically stated matter or thing, to-wit:

ANY AND ALL CLAIMS for property damage/inverse condemnation, nuisance, breach of easement/negligence/trespass arising out of or in connection with drainage from the drainage easement which abutted the property of the Landowners located at Prestwick Subdivision located in Horry County, South Carolina and any and all other claims arising out of or in connection with Civil Action Nos. 2000-CP-26-0763; 2000-CP-26-0775; 2000-CP-0780; 2001-CP-26-2540 filed with the Clerk of Court for Horry County, South Carolina.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants set forth hereinafter, the parties agree as follows:

1. Payment of Settlement Amount:

Subject to all of the terms and conditions contained herein, Defendants agree to pay to the Landowners the sum of **FOUR HUNDRED SEVENTY THOUSAND AND NO/100 - (\$470,000.00 - DOLLARS**. This amount shall be paid by and on behalf of Defendants in the following shares:

- 1) Prestwick Land Limited Partnership and the Jackson Companies: Two Hundred Forty-Six Thousand, Six Hundred Sixty-Six and 66/100 - (\$246,666.66) - Dollars;
- 2) City of Myrtle Beach: One Hundred Twenty-Three Thousand, Three Hundred Thirty-Three and 33/100 - (\$123,333.33)-Dollars;
- 3) Pirateland Campground, Inc. and Bellamy Engineering, Inc.: Sixty Thousand and No/100 - (\$60,000.00) - Dollars; and

4) Horry County and the Myrtle Beach Air Force Base Redevelopment Forty Thousand and No/100 - (\$40,000.00) - Dollars.

These payments are being made to Landowners collectively. Defendants make no representation as to the appropriate apportionment of the Settlement Amount to the individual Landowners. Rather, the individual Landowners represent that they will apportion these funds among themselves.

2. Release

In consideration of the payment of the Settlement Amount, Landowners hereby release Defendants, their officers, directors, shareholders, owners, employees, servants, agents, insurers, executors, administrators and successors, from any and all claims and causes of action of any nature whatsoever, whether known or unknown, which Landowners now have, had or may have relating to the claims, demands, and allegations which were or could have been set forth and asserted in the above-referenced actions or which otherwise arise out of those matters described in the pleadings in the above-referenced actions.

3. The Landowners, their heirs, executors, administrators, assigns and successors, covenant and agree that when selling the property, they must provide a purchaser a "Residential Property Condition Disclosure settlement" as required under Title 27, Chapter 50 of the South Carolina Code of Law. The Landowners, their heirs, executors, administrators and assigns and successors, must check "Yes" to Question 11, "Drainage, grading or stability of soil or retaining structure" and "Yes" to Question 22, "Flood hazards of that property is in a federally designated flood

plain." Should the present form of the Disclosure Statement change, Plaintiffs shall check "yes" to any question, which is substantially similar to those set forth in the preceding sentence. Under the Explanation section of the Disclosure Statement, Plaintiff shall disclose that:

AS TO LANDOWNERS PATTON: Due to Hurricane Floyd, floodwaters entered the first floor of the house. Additionally, the garage and yard experience periodic flooding. This flooding has damaged property located in the garage and the yard including landscaping and HVAC units. The berm located at the rear of the property was constructed by the homeowner and the sole responsibility for its upkeep shall be with the owner of this property. Further information may be reviewed in Civil File 2000-CP-26-765 at the Horry County Courthouse.

AS TO LANDOWNERS EAVES: Due to Hurricane Floyd, floodwaters covered the first floor of the home while it was under construction. Additionally, the garage and yard experience periodic flooding. This flooding has damaged property located in the garage and the yard, including landscaping. The berm located at the rear of the property was constructed by the homeowner and the sole responsibility for its upkeep shall be with the owner of this proper. Further information may be reviewed in Civil File 2000-CP-26-780 at the Horry County Courthouse.

AS TO LANDOWNERS WERTER: It is stipulated and agreed by the parties that the Werters have sold their property. Attached to the Settlement Agreement and Release is a letter of May 12th, 2005, from Edward T. Kelaher to H.J. Haar, Esquire, with attached State of South Carolina Residential Property Condition Disclosure Statement that it is incorporated within this Release as fully as if repeated verbatim. Further information may be reviewed in Civil File 2000-CP-26-775 at the Horry County Courthouse.

AS TO LANDOWNERS PLYLER: The Plylers have had standing water on their property. The berm located at the rear of the property was constructed by the landowners and the sole responsibility for its upkeep shall be with the owner of this property. Further information may be reviewed in Civil File No. 01-CP-26-2540 at the Horry County Courthouse.

4. Dismissal

Within ten (10) business days of receipt of the Settlement Amount, Landowners agree to dismiss, with prejudice, the above-described actions. Defendants agree to consent to the filing of the dismissal and to sign the same.

5. Confidentiality

The parties agree to keep the terms of this Agreement confidential. The terms of this Agreement must be disclosed by the Landowners, their heirs, executors, administrators, assigns and successors, to any person obtaining an interest in Landowners' property. The Defendants shall have the right, but not the obligation, to advise any subsequent Purchasers of the Landowners' property of the contents of this Settlement Agreement and Release. Further, the terms of this Agreement may be disclosed to a parties' insurer and in any action concerning the terms of this Agreement.

6. No Admissions

The parties agree that this Agreement is executed in compromise of disputed claims, that neither this Agreement nor the payment of the Settlement Amounts shall be construed as an admission of liability on the part of any Defendant. Each Defendant specifically denies liability to any and all Landowners and wishes merely to avoid the expense, inconvenience, and uncertainty of continued litigation and to resolve this matter by compromise and so that each Defendant may avoid any future claims and causes of action related to any future flooding of Landowners' property.

7. No Assignment

Landowners warrant that none has assigned, transferred, or conveyed in any manner all or any part of their legal claims or legal rights against any or all of Defendants in connection with the matters described in the pleadings in the Actions.

8. Construction


The parties to this Agreement have had the full benefit of counsel and enter into this agreement freely, voluntarily, and knowingly. This Agreement has likewise been reviewed by counsel for all parties, and accordingly should be deemed to be jointly drafted.

9. Entire Agreement

This Agreement is an integrated agreement, containing the entire understanding between the parties regarding the matters addressed herein and, except as set forth in this Agreement, no representations, warranties or promises have been made or relied upon by the parties to this Agreement. This Agreement shall prevail over all prior communications regarding the matters contained herein.



IN WITNESS WHEREOF, the parties, have executed this agreement as of the 2
th day of August, 2005.

LANDOWNERS:


CORNEIL PATTON


MELISSA PATTON

WITNESSES:


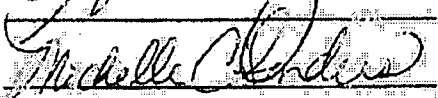



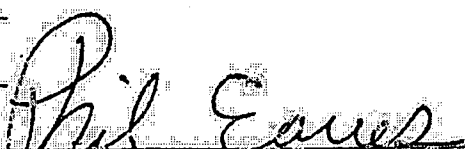


SCOTT WELTER


CHARISE WELTER

WITNESSES:



PHIL EAVES


ELIZABETH EAVES

WITNESSES:

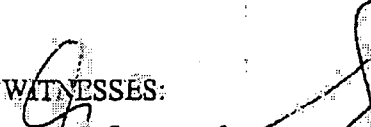






SCOTT PLYLER


MICHELL PLYLER

WITNESSES:

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Supplemental Record on Appeal contains all material proposed to be included by any of the parties and not any other material and that this Record on Appeal complies to the best of my ability with the April 15, 2014 order from the South Carolina Supreme Court entitled "Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings."



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**ATTORNEYS FOR RESPONDENTS
PRESTWICK LAND LIMITED
PARTNERSHIP, JACKSON
COMPANIES, AND CAMPGROUNDS,
INC.**

April 23, 2020.

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**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

APPEAL FROM Horry County, Court of Common Pleas
THE HONORABLE BENJAMIN H. CULBERTSON, CIRCUIT COURT JUDGE

APPELLATE CASE NO. 2019-000964
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City of Myrtle Beach,

THIRD-PARTY PLAINTIFF,

versus

Phil Eaves and Elizabeth Eaves,
Third-Party Defendants, Counterclaimants,
Cross-Claimants,

**APPELLANTS
RESPONDENT.**

CERTIFICATE OF SERVICE

I, the undersigned, attorney for Respondents, Prestwick Land Limited Partnership,

Jackson Companies, and Campgrounds, Inc., do hereby certify that I have this date served the foregoing Supplemental Record on Appeal by causing two copies of the same to be deposited in a United States Postal Service mailbox, postage prepaid, addressed to counsel of record as indicated below:

Gene M. Connell, Jr.
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Attorneys for Appellants



Carmen V. Ganjehsani
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(803) 771-4400
**ATTORNEYS FOR RESPONDENT
PRESTWICK LAND LIMITED
PARTNERSHIP, JACKSON
COMPANIES, AND CAMPGROUNDS,
INC.**

Dated: April 23, 2020.