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RECEIVED

Nov 01 2021

SC Court of Appeals

Via US MAIL

VIA EMAIL

South Carolina Court of Appeals
Clerk of Court
1220 Senate Street
Columbia, South Carolina 29201

October 30, 2021

Re: Bay Light, LLC v. Westgate Office Park Landowner's Maintenance Association, Inc.
Case No.: 2019 -CP-10-6058
EVH File No.: 2020.Westgate.0001

Please accept this letter as Appellant's and Respondent's written agreement to forego ordering the entire transcript in this appeal, specifically, the transcript from December 16, 2020.

While this matter was pending in the lower court, three hearings were held on June 15, 2020, June 25, 2020, and December 16, 2020. The appeal's transcript would consist of all three hearing transcripts.

As required, Appellant ordered the transcripts from each hearing; yet, we have only received the transcripts from the June hearings. The transcript from the hearing in December remains outstanding. From the date of our initial request for the transcript and our most recent attempts to secure a copy, a significant amount of time has passed; thus, we believe the file is either lost or damaged. While a complete transcript for the appeal is preferable, any additional attempts to obtain the transcript would not yield any results.

To move this case forward, the Parties agree the December hearing's transcript is not necessary for the appeal; thus, the appeals transcript shall consist of the transcripts from the June hearings. Further, the Parties agree Appellant has fulfilled its obligation to obtain the transcripts in this appeal and is relieved of any further obligation to obtain the transcript from the December 16, 2020 hearing. Below are Appellant's and Respondent's signature formalizing this agreement.

Lastly, once the court accepts this agreement, the Parties respectfully request the Court to provide with its notice of acceptance either (i) a briefing schedule or (ii) an originating date from which the parties shall calculate the time to file and serve initial briefs and replies; however, this request would not bar the Parties from requesting the Court for an extension.

With kindest regards,

Yours truly,

A handwritten signature in black ink that reads "Erika V. Harrison".

Erika V. Harrison

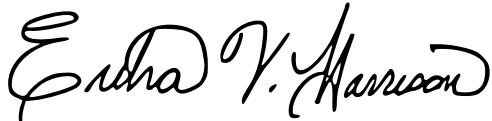
EVH:evh

cc: Stan Barnett (via email)

Arthur McFarland (via email)

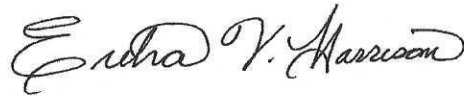
Rule 207(a) I
AGREEMENT TO NOT ORDER A TRANSCRIPT

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Attorney for Appellant

Stan Barnett
Bar No. 0533
305 North Civitas Street
Mount Pleasant, SC 29464
Attorney for Respondent



Erika V. Harrison

EVH:evh

cc: Stan Barnett (via email)
Arthur McFarland (via email)

Rule 207(a)1
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