STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	C/A NO. 2019-CP-10-06628
Braden's Folly, LLC,	)	
	)	
Plaintiff,	)	**ORDER GRANTING PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT AND DENYING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**
	)	
v.	)	
	)	
City of Folly Beach,	)	
	)	
Defendant.	)	
	)	
	)	
	)	

This case involves a challenge to a lot merger ordinance enacted by the Defendant City of Folly Beach ("City") as applied to two developed properties ("Properties") owned by Plaintiff Braden's Folly, LLC ("Braden's Folly"). This matter is before the Court by way of Plaintiff's Motion for Partial Summary Judgment and Defendant's Motion for Summary Judgment, both made pursuant to Rule 56, SCRCP. The Court held a hearing on these motions on September 30, 2021. Appearing on behalf of Plaintiff was Keith M. Babcock, Esquire, and appearing on behalf of Defendant was Joseph C. Wilson, IV, Esquire. After considering the arguments of counsel, along with the pleadings, affidavits, depositions, and memoranda of law submitted by the parties, I have determined that a taking has occurred involving the Plaintiff's Properties. As a result, I am granting the Plaintiff's Motion for Partial Summary Judgment regarding its claim for inverse condemnation and denying Defendant's Motion for Summary Judgment.

PROCEDURAL HISTORY

This action was filed on December 23, 2019. On March 5, 2021, Plaintiff filed its Motion for Partial Summary Judgment. On May 5, 2021, Defendant filed its Motion for Summary

Judgment. Prior to the cross-motions for summary judgment being heard, on May 20, 2021, the Court continued the motions to allow the parties to complete discovery. After discovery was completed, the cross-motions were rescheduled for virtual hearing on September 30, 2021.

STANDARD OF REVIEW

"The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder." Dawkins v. Fields, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003) (citing George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)). Summary judgment must be granted if there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP. "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party." Dorman v. Campbell, 331 S.C. 179, 184, 500 S.E.2d 786, 788 (Ct. App. 1998) (citing Hatimer v. Retirement Div. of the S.C. Budget & Control Bd., 326 S.C. 93, 484 S.E.2d 586 (1997).

"[I]n an inverse condemnation case, the trial judge will determine whether a claim has been established; the issue of compensation may then be submitted to a jury at either party's request." Cobb v. South Carolina Dep't of Transp., 365 S.C. 360, 365, 618 S.E.2d 299, 301 (2005).

FINDINGS OF FACT

I find that the following facts are not in dispute:

1. The Properties which are the subject of this action are two adjoining, developed parcels located at 1681-A and 1681-B East Ashley Avenue, Folly Beach, South Carolina, 29439 and identified by Tax Map Numbers 439-16-00-038 and 439-16-00-079 ("Lot A" and "Lot B," respectively, see Site Survey, attached as Ex. 1 to Affidavit of Lauren Maurice Wilder)

that have been merged together under Section 168.04-01(B) of the City of Folly Beach Code of Ordinances.

2. In 1999, brothers Mark and Frank Braden inherited the Properties as testamentary devises from the estate of their mother, Margaret Braden. The Bradens then transferred the Properties to Braden's Folly, a limited liability company they created to own and hold the Properties. Braden's Folly has no other members, employees, or assets. (Affidavit of E. Mark Braden, ¶¶ 1-2).

3. The Properties have always been platted, deeded, and taxed separately. (E.g., Tax Records, attached as Exs. 17 and 18 to Braden Aff.). When Plaintiff acquired the Properties, there was a small house on Lot A and Lot B was undeveloped. (Braden Aff. ¶ 2).

4. In 2006-2007, Plaintiff redeveloped the Properties by demolishing the old house on Lot A and building new, two-story, four-bedroom, single-family houses on each property. Plaintiff established cross easements for sewer, beach, and road access across the Properties, and spent approximately $1,100,000 building both houses, with the plan to sell one of the Properties after construction was complete to help pay for construction costs and keep the other house in the family. (Supplemental Affidavit of E. Mark Braden, ¶¶ 1-3; 30(b)(6) Deposition of Braden's Folly 27:15-17, 49:4-10, 67:23-68:6, 163:25-164:5, 179:3-8, 181:13-182:1).

5. The concept of developing Lot A and Lot B mirrored the development of other lots in the area, which had been approved by the City. (Braden Aff. ¶ 3; Supp. Braden Aff. ¶ 1).

6. Defendant fully permitted and approved Plaintiff's development project. (E.g., City Building Permits, Zoning Approval, and Residential Permits, attached as Exs. 2 through 8 to Braden Aff.). The lots were substandard but developable under then-existing City code.

At the time development was complete, it is undisputed that Plaintiff had the legal right to separately sell the properties.

7. Shortly after construction was complete, the Great Recession and housing market collapse of 2007/2008 occurred, and Plaintiff put its plans to sell on indefinite hold. (Supp. Braden Aff. ¶ 3). In the following years Plaintiff used the Properties for family vacations and as rental properties, which helped offset holding costs. (Id. at ¶ 4).

8. In 2010, Defendant enacted its initial lot merger ordinance, which merged nonconforming lots in common ownership with "continuous frontage." While the parties disagree on whether the initial ordinance applied to the Properties, it is undisputed that the City did not enforce the initial ordinance on the Properties or on any other properties in Folly Beach. (See Deposition of City Administrator Aaron Pope 22:20-24).

9. In 2018, Plaintiff separately listed each property for sale. Plaintiff intended to sell whichever property received the best offer and keep the other property in the family. (E.g., Braden Aff. ¶ 5).

10. In April 2019, Defendant amended its merger ordinance to include "contiguous" lots. One month later, in May 2019, Defendant took action to enforce the amended ordinance on the Properties by sending Plaintiff a letter prohibiting the Plaintiff from separately selling or otherwise transferring either property to a different owner. (Letter from City to Braden's Folly, dated May 15, 2019, attached as Ex. 10 to Braden Aff.). The amended ordinance is an automatic merger provision that does not grandfather the separation of previously developed lots or provide for the availability of any variances or other hardship exemptions. (See Amended Ordinance, attached as Ex. 11 to Braden Aff.).

11. In December 2020, after the initiation of this action, Defendant again amended its merger ordinance to limit application to contiguous lots under common ownership adjacent to either the OCRM Critical Line or the OCRM Baseline. (Def.'s Supplemental Memo, p.5). Both the 2019 and the 2020 versions of the amended ordinance apply to the Properties.

CONCLUSIONS OF LAW

Based on the undisputed facts, I have determined as a matter of law that a regulatory taking has occurred in this inverse condemnation case.[1] Regulatory takings can result from government-imposed limitations on private property. To prove a regulatory taking, a claimant must show (1) affirmative conduct by the governmental entity and (2) a taking. Kiriakides v. Sch. Dist. of Greenville Cnty., 382 S.C. 8, 14, 675 S.E. 2d 439, 442 (2009) (citing Byrd v. City of Hartsville, 365 S.C. 650, 656-57, 620 S.E.2d 76, 79-80 (2005)). In this case, it is undisputed that there has been affirmative conduct by the governmental entity as Defendant took regulatory action by amending its merger ordinance and then enforcing the ordinance on the Properties in April and May of 2019. Thus, the issue before the Court is whether a taking has occurred. This is a matter of law for the court to decide. Cobb v. South Carolina Dep't of Transp., 365 S.C. at 365, 618 S.E.2d at 301.

In regulatory takings cases, the determination of whether a taking has occurred is governed by the framework established in Penn Central Transp. Co. v. New York, 438 U.S. 104, 98 S.Ct. 2646 (1978), otherwise known as the Penn Central balancing test. E.g., Byrd, 365 S.C. at 657, 620 S.E.2d at 80; Kiriakides, 382 S.C. at 14, 675 S.E.2d at 442; Dunes West Golf Club, LLC v. Town of Mount Pleasant, 401 S.C. 280, 305, 737 S.E.2d 601, 614 (2013). "The general rule is that

[1] Following the completion of discovery, Plaintiff withdrew its cause of action for interference with a prospective business advantage.

regulatory-takings cases require 'essentially ad hoc, factual inquiries,' balancing all relevant circumstances to determine whether the government has taken property." Byrd, 365 at 658, 620 S.E.2d at 80 (quoting Penn Central, 438 U.S. at 124, 98 S.Ct. at 2659). The critical factors in this analysis are the economic impact on the claimant, with a particular focus on the extent to which the government has interfered with the claimant's investment-backed expectations, and the character of the government action. Id. at 659, 620 S.E.2d at 80-81 (citations and internal quotations omitted).

In this case, based on the undisputed facts, I find that a taking has occurred because a balancing of the Penn Central factors weighs in Plaintiff's favor. Plaintiff developed the Properties in reliance on a regulatory scheme that did not include a merger ordinance. Defendant fully permitted Plaintiff's development, and now, over a decade later, has changed its rules, taken a fundamental legal right away from Plaintiff, and is enforcing the ordinance on the Properties in direct contravention of Plaintiff's reasonable investment-backed expectations and to Plaintiff's financial detriment. Additionally, the burdens imposed on the Plaintiff are not outweighed by any benefits to the public and the ordinance does not secure an "advantage of reciprocity." As applied to the Properties, Defendant's ordinance goes too far and has the functional equivalency of a classic taking.

INTERFERENCE WITH INVESTMENT-BACKED EXPECTATIONS

A property owner's reasonable investment-backed expectations are defined at the time the investment is made. Columbia Venture, LLC v. Richland County, 413 S.C. 423, 449, 776 S.E.2d 900, 914 (2015) (citations omitted). In examining a landowner's investment-backed expectations, the regulatory regime in place at the time of investment shapes the reasonableness of those expectations. Id. This analysis should limit recoveries to property owners who can demonstrate

that they invested in their property "in reliance on a state of affairs that did not include the challenged regulatory regime." Id. A reasonable investment-backed expectation must be more than a speculative hope or an abstract need. Quinn v. Bd. of Cnty. Comm'rs, 862 F.3d 433, 442-43 (4th Cir. 2017) (citation omitted); Dunes West Golf Club, 401 S.C. at 319, 737 S.E.2d at 622 (citations omitted).

Here, Plaintiff clearly had not only the reasonable expectation but the legal right to separately sell the Properties when it invested approximately $1,100,000 to build single-family houses on each parcel. At that time, the ordinance did not exist, and Plaintiff's development project was completed in reliance on then-existing City code. It is undisputed that Defendant permitted and approved the development of separate houses on separate parcels, each independently marketable of the other. Unlike the landowners in Quinn and Dunes West, Plaintiff did not have some speculative hope or unilateral expectation to separately sell the developed parcels, but it had the clear legal right to do so at the time of investment. The ordinance has now taken away that legal right.

Defendant argues that Plaintiff invested in the Properties to generate rental income, and that ability has not been taken away. However, there is no evidence to support this assertion and the testimony of record shows that Plaintiff intended to sell whichever house received the best price to recoup construction costs and then keep the other house in the family. Additionally, Plaintiff's creation of cross easements for sewer, beach, and road access further shows Plaintiff's separate treatment of the Properties. The Properties have always been deeded and platted separately, and to this day government taxes them separately. I find that Plaintiff's investment-backed expectations to separately own and sell the Properties were reasonable and that any reasonable landowner would objectively have expected to be able to retain the right to separately

own and sell each parcel at the time of development. In that regard, Defendant has directly interfered with Plaintiff's reasonable investment-backed expectations. Accordingly, this factor weighs heavily in Plaintiff's favor.

ECONOMIC IMPACT ON BRADEN'S FOLLY

Plaintiff has been financially damaged by Defendant's interference with its investment-backed expectations, and legal right, to sell one of its parcels and keep the other. Plaintiff invested approximately $1,100,000 in reliance on then-existing City code to build houses on both parcels with the reasonable expectation to sell one parcel to recoup construction costs and keep the other parcel in the family. Under the ordinance, Plaintiff must now sell both parcels together to recoup its investment costs. The only evidence in the record identifying the Properties' market value if sold separately versus if sold together (i.e., the market value both before and after the ordinance is applied) is found in the appraisal report of Plaintiff's expert, Christopher D. Donato, MAI, which identified a $508,000 market value loss due to a forced collective sale. (Donato Appraisal Report, attached as Ex. 15 to Braden Aff.).[2]

Defendant argues that a diminution in value, standing alone, is insufficient to establish a taking. (E.g., Def.'s Motion & Memo, pp. 33-34; Def.'s Reply Memo, pp. 9-10). Defendant cites various zoning cases such as Hadacheck v. Sebastian, 239 U.S. 394, 36 S.Ct. 143 (1915) and Village of Euclid v. Amber Realty Co., 272 U.S. 365, 47 S.Ct. 114 (1926) as examples of cases where landowners suffered higher percentage reductions in value that did not amount to

[2] Mr. Donato evaluated both the market value of the Properties if sold separately and the market value of the Properties if sold to one buyer in a single transaction. With December 14, 2020 as his effective date of value, Mr. Donato found a market value of $1,335,000 for Lot A and $1,350,000 for Lot B, thereby identifying a combined market value of $2,685,000 if both parcels were sold separately. On the other hand, if being sold together in a single transaction to one buyer, Mr. Donato found a market value of $2,177,000, which amounts to a price differential of $508,000. (Donato Appraisal Report, pp. iii, 64, 70).

compensable takings. These cases, however, are inapposite as Plaintiff has suffered more than just a diminution in property value standing alone; it also had its investment-backed expectations interfered with and its legal right to separately sell the Properties taken away based on a regulation that did not exist when it developed the parcels.

Defendant further argues that Plaintiff could have sold both houses together for a price similar to what Plaintiff could have received for both houses sold separately.[3] However, even when viewing in the light most favorable to the Defendant, Plaintiff is still damaged by having to sell both together because it has lost its right to sell just one of the parcels. For example, Plaintiff was unable to accept a $1,100,000 offer for Lot A in August 2019 due to the ordinance. (Braden Aff. ¶ 8). Defendant asserts this affects only a "minimal piece of Plaintiff's bundle of rights," (Def.'s Reply Memo, p. 10), but the Fourth Circuit has identified the right to alienate property as a fundamental right of ownership. See Esposito v. S.C. Coastal Council, 939 F.2d 165, 170 (4th Cir. 1991) (finding that a taking did not occur because the claimants retained the "fundamental incidents of ownership" including the right to sell or transfer their properties). The ability to separately sell the Properties is a fundamental and valuable right that has been taken away from Plaintiff in addition to the market value diminution caused by the ordinance. Accordingly, the damages factor weighs in Plaintiff's favor.

CHARACTER OF GOVERNMENT ACTION

The final factor involves the nature of the government action. For example, "[i]f the public benefit outweighs the harm to the landowner, there is no taking and the government need not pay compensation." Sea Cabins on Ocean IV Homeowners Ass'n v. City of North Myrtle Beach, 345 S.C. 418, 430-31, 548 S.E.2d 595, 601-02 (2001). Here, however, the harm caused to Plaintiff by

[3] Compare Def.'s Supp. Memo, pp. 10-16, with Pl.'s Supp. Memo, p.10, n. 6.

enforcing the ordinance on the Properties is not outweighed by any benefit to the public. In support of the ordinance, Defendant cites to various public policies such as preventing erosion, limiting beachfront development, and other general beachfront management and preservation efforts. (Def.'s Memo, pp. 9-29). But the public is not benefited in any meaningful way by applying the ordinance to the Properties both because the Properties are already developed and because Defendant already has other regulatory measures in place to limit future beachfront development.[4]

Courts also place particular focus on "how any regulatory burden is *distributed* among property owners." Columbia Venture, LLC v. Richland County, 413 S.C. 423, 451, 776 S.E.2d 900, 915 (2015) (emphasis in original) (citations and internal quotations omitted) ("a taking does not take place if the prohibition applies over a broad cross section of land and thereby secures an advantage of reciprocity"). Here, however, the ordinance does not apply over a broad cross section of land. Defendant argues that the ordinance spreads it burdens across the public by merging approximately sixty-two lots. (Def.'s Reply Memo, p.19). But the vast majority of these merged lots have one house on one lot while the other lot is undeveloped or both lots are undeveloped. In some cases, the lots are even underwater. (See Chart attached as Ex. A to Supp. Aff. of Aaron Pope). Apparently, only five landowners have two developed properties being merged by the ordinance. (Id.). The critical difference in merging two developed properties versus merging undeveloped land is the impact on a landowner's investment-backed expectations. Merging undeveloped or partially developed properties may not amount to a regulatory taking, but as

[4] For example, the City has asserted that its Dune Management Area (DMA) setback restrictions will prevent new development all along the beach. As the City Administrator stated in his affidavit, "Standing alone, the DMA makes Lot B undevelopable. So, even without the merger ordinance … Plaintiff will not be able to rebuild on Lot B should the structure be destroyed or torn down due to the DMA ordinance." (Pope Aff. ¶ 23; see also Def.'s Memo, pp. 25-26, 38-39). The Court is not addressing the issue of whether the DMA amounts to a taking of Lot B in this matter.

applied to the Properties, I find that forcing two single-family residential houses to be merged into one property amounts to a taking.

Additionally, Defendant's merger provision does not contain an exemption for previously developed lots, commonly known as "grandfathering." Unlike many other merger ordinances,[5] the City's ordinance automatically applies to both undeveloped and developed lots without the availability for any variances, appeals, or hardship waivers. The harm caused to Plaintiff is not outweighed by any benefits to the public, and the regulatory burden of the ordinance is not widely distributed among property owners. Accordingly, this factor also weighs in Plaintiff's favor.

Defendant argues that a recent United States Supreme Court case, Murr v. Wisconsin, 137 S.Ct. 1933 (2017), effectively provides a blanket approval of all merger ordinances. It does not.[6] In Murr, the landowners acquired their properties after enactment of the at-issue merger provision and there was no interference with any investment-backed expectations. Murr, 137 S.Ct. at 1949 (denying the regulatory takings claim under Penn Central because the landowners "cannot claim that they reasonably expected to sell or develop their lots separately given the regulations which predated their acquisition of both lots"). Similarly, Defendant argues that the Fourth Circuit's decision in Quinn v. Bd. of Cnty. Cmms'rs, 862 F.3d 433, 438 (4th Cir. 2017) validates the

[5] See generally Murr v. Wisconsin, 137 S.Ct. 1933, 1947 (2017) (noting that merger ordinances are usually designed "to preserve open space while still allowing for orderly development" and that "the harshness of a merger provision may be ameliorated by the availability of a variance") (citations omitted); Quinn v. Bd. of Cnty. Comm'rs, 862 F.3d 433, 438 (4th Cir. 2017) (noting that merger ordinances are "common means of balancing the legitimate goals of regulation with the reasonable expectations of landowners by limiting building on [substandard] lots while ensuring that property owners can still build on their land") (quoting Murr).

[6] Murr added a new balancing test to accompany the partial and total takings tests established in Penn Central and Lucas v. S.C. Coastal Council, 500 U.S. 1003, 112 S.Ct. 2886 (1992). This "denominator" test provides guidance on how to identify the "relevant parcel" against which to assess the effects of the challenged government action. Here, the parcels should be evaluated just as the two parcels in Murr were, both before and after application of the ordinance.

ordinance. However, the facts in Quinn, like Murr, are inapposite to the facts of this case. In Quinn, the landowner was a speculative developer who did not have any reasonable investment-backed expectations to develop or separately sell his hundreds of undeveloped lots because the lots had no sewer service and were undevelopable prior to enactment of the at-issue merger provision. 862 F.3d at 437. Moreover, the regulation's "impact on Quinn mirrored the impact on the entire island," id. at 438, thereby securing a critical "advantage of reciprocity" which the City's ordinance does not achieve. Murr and Quinn do not provide validation for the ordinance. Instead, they show by contrast why Defendant's actions rise to the level of a taking.

CONCLUSION

After applying the Penn Central balancing test to this case, in the light most favorable to the Defendant, I find that the weight of all factors rests in Plaintiff's favor. Plaintiff invested in the Properties in reliance on a regulatory scheme that did not include a merger provision. Defendant fully permitted Plaintiff's development project. Plaintiff had the reasonable expectation to sell one of its parcels to pay for construction costs and then keep the other developed parcel in the family. However, Defendant changed its code and enforced the ordinance on the Properties to Plaintiff's financial detriment and in contravention of its fundamental property rights. The harm caused to Plaintiff is not outweighed by any benefit to the public, and the regulatory burden of the ordinance is not widely distributed among the public. For these reasons, I find that the ordinance as applied to the Properties amounts to a regulatory taking.[7]

[7] This ruling only applies to the Plaintiff's Properties. The Court reaches no decision on whether Defendant's merger ordinance effectuates a taking of any other properties, and in particular this ruling has no applicability to properties merged under the merger ordinance where neither of the properties or only one of the properties are developed.

THEREFORE, based on the foregoing, IT IS HEREBY ORDERED that:

1. Plaintiff's Motion for Partial Summary Judgment is GRANTED;
2. Defendant's Motion for Summary Judgment is DENIED; and
3. This action shall proceed forward with a trial on the issue of damages.

AND IT IS SO ORDERED.

Roger M. Young, Sr.
Chief Administrative Judge
Ninth Judicial Circuit

Charleston Common Pleas

Case Caption: Bradens Folly Llc VS Folly Beach City Of

Case Number: 2019CP1006628

Type: Order/Summary Judgment

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Braden's Folly, LLC, Plaintiff, v. City of Folly Beach, Defendant.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO.: 2019-CP-10-06628 **ORDER DENYING MOTION TO RECONSIDER PURSUANT TO RULE 52(b) and 59(e)**

The Defendant City of Folly Beach filed a motion asking this Court to reconsider its Order dated November 17, 2021. Specifically, Defendant asks this Court to reconsider the granting of Plaintiff's motion for partial summary judgment. For the reasons set forth below, the motion to reconsider is DENIED.

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savanah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).[1] Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." Hutchinston v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." Dash v. Mayweather, C/A No. 3:10-

1 Rule 59 is substantially the same as the Federal Rule. *See* Elam v. S.C. Dep't of Transp., 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, "[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not." Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does "[a] party's mere disagreement with the court's ruling . . . warrant a Rule 59(e) motion." In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat'l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in Defendant's motion, the Court hereby DENIES Defendants' Motion for Reconsideration.

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW

Charleston Common Pleas

Case Caption: Bradens Folly Llc VS Folly Beach City Of

Case Number: 2019CP1006628

Type: Order/Amend

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134