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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Honorable Robert E. Hood, Circuit Court Judge

Case No. 2021-CP-26-02093

Calvin L. Donaldson and Jacqueline K. Donaldson, Appellants,

v.

Thompkins Investments, LLC,Respondent.


NOTICE OF APPEAL

Calvin L. Donaldson and Jacqueline K. Donaldson appeal from the Orders of the Honorable Robert E. Hood dated October 8, 2021 and December 20, 2021. The Appellants received written notice of the Order granting Thompkins Investments, LLC’s Motion to Dismiss on October 8, 2021, and Appellants timely filed their Motion to Reconsider, which the Court denied by Order dated December 20, 2021. Copies of the Orders are attached to this Notice of Appeal.

[Signature on Following Page]

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Myrtle Beach, South Carolina
January 12, 2022

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Conway, SC 29526

Attorneys for Respondent

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Honorable Robert E. Hood, Circuit Court Judge

Appellate Case No. 2021-_____

Case No. 2021-CP-26-02093

Calvin L. Donaldson and Jacqueline K. Donaldson, Appellants,

v.

Thompkins Investments, LLC,Respondent.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Thompkins Investments, LLC by depositing a copy of it in the United States mail, postage prepaid, on January 12, 2022, addressed to its attorneys of record, Luke A. Rankin, Post Office Box 919, Conway, South Carolina 29529, and Davis Inabnit, Jr., 1004 Buck Street, Conway, South Carolina 29526.


Carole Koerner

| | | |
|-----------------------------|---|-----------------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE COURT OF COMMON PLEAS |
| |) | OF THE FIFTEENTH JUDICIAL CIRCUIT |
| COUNTY OF HORRY |) | CIVIL ACTION NO. 2021-CP-26-02093 |
| |) | |
| Calvin L. Donaldson and |) | |
| Jacqueline K. Donaldson, |) | |
| |) | |
| Plaintiffs, |) | |
| |) | ORDER ON MOTION BY DEFENDANT |
| vs. |) | THOMPKINS INVESTMENT TO DISMISS |
| |) | |
| Thompkins Investments, LLC, |) | |
| |) | |
| Defendant |) | |
| _____ |) | |

This matter came to be heard before me at the Horry County Judicial Center, Conway, South Carolina, on August 30, 2021, during a non-jury term of court pursuant to Defendant’s Rule 12(b) Motion for dismissal of Plaintiff’s action for trespass and injunctive relief. The Defendant appeared with its attorneys, Luke A. Rankin and Davis Inabnit, Jr.; the Plaintiffs appeared with their attorneys, Henrietta A. Golding and Sam G. Stathos. Based upon the pleadings, public records presented and arguments of counsel, the court rules Defendant Thompkins’ motion should be granted.

STANDARDS RELATED TO DISMISSAL ON THE PLEADINGS

Rule 12(b)(6) allows the court to dismiss a claim where there is a failure to state facts sufficient to constitute a cause of action. In considering a motion to dismiss based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the Complaint. *Doe v. Marion, et al.*, 373 S.C. 390, 645 S.E.2d 245 (2007), see also *Spence v. Spence*, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the plaintiff would entitle the plaintiff to relief on any theory, then dismissal under Rule 12(b)(6) is improper. *Baird v. Charleston County*, 333 S.C. 519, 511 S.E.2d 69 (1999); *Stiles v. Onorato*, 318 S.C. 297, 457 S.E.2d 601 (1995). “The question is whether, in the light most favorable to the plaintiff and with every doubt resolved in his behalf, the Complaint states any claim for relief.” *Gentry v. Yonce*, 337 S.C. 1, 522 S.E.2d 137 (1999). A motion to dismiss under Rule 12(b)(6) should be granted if the facts alleged and the inferences reasonably deducible therefrom do not entitle plaintiff to relief

under any theory. *Overcash v. S.C. Elec. & Gas Co.*, 364 S.C. 569, 572, 614 S.E.2d 619, 620 (2005).

BACKGROUND

This case arises out of property which originated as a 78 +/- acre tract in the Socastee community of Horry County on the Intracoastal Waterway later subdivided and sold to five buyers, including Plaintiffs, Calvin L. and Jacqueline K. Donaldson (hereinafter “Donaldson”) and Defendant, Thompkins Investments, LLC (hereinafter “Thompkins”). Donaldson asserts a claim for Trespass and seeks an Injunction as a result of Thompkins’ use of an access road that connects both properties to Mill Creek Road. Thompkins maintains it, Donaldson and the other property owners all share a non-exclusive right to use and access a roadway to any portion of the subject property, expressly reserved unto them as assignees and or successors to the original owner-developer.

The property was originally acquired in January 2013 by Bunk Aviation, LLC. (hereinafter, “Bunk”) from Bank of North Carolina (**Exhibit 1**- Deed Book 3633, at page 2507). Bunk thereafter conveyed a Right-of-Way Easement to Horry Electric running across the entire parcel of Phase 2-A containing 60.62 acres, bounded on its Western boundary by Mill Creek Road, the public road from which the property and easement is accessed, (**Exhibit 2** – ROW Easement to Horry Electric).

In April of 2014, Bunk created a new Phase 1-A consisting of 24.35 acres via a combination plat, which Bunk sold Phase 1-A to Thompkins on May 22, 2014. **Exhibit 3**- Phase 1-A plat and deed from Bunk to Thompkins). Access into the remaining undivided portion of Bunk’s property (Phase 2-A) was from Mill Creek Road by way of an existing logging road that later became the private road/driveway at issue.

After Bunk conveyed Phase 1-A to Thompkins, it further subdivided its property (Phase 2-A) into five (5) Tracts as shown on the survey recorded Feb 9, 2016 (**Exhibit 4**-Survey of Subdivision into 5 Tracts). The road shown thereon starts at Mill Creek Road and runs across Bunk’s remaining property.

On September 1, 2016, Bunk granted perpetual easements to Grand Strand Water and Sewer Authority (GSWSA) for service to Tracts 4 and 5 and right of access across the remaining lands of Bunk. (**Exhibit 5**- Easement to GSWSA), to include the right “of reasonable ingress and egress in, to, over, and across the property of the grantors hereinabove referenced for purposes of

exercising the rights and privileges herein granted.” On February 15, 2018, Bunk gave a Right-of-Way Easement to Horry Electric to Tract 4 which expressly provided access ran to Tract 4 from Mill Creek Road (**Exhibit 6-** ROW Easement to Horry Electric).

On February 27, 2018, Bunk sold a fee simple interest of Tract 2 to Donaldson, expressly granting an easement to Donaldson over and across *Tract 1 to Mill Creek Road* (**Exhibit 7-** Tract 2 Deed from Bunk to Donaldson), and reserving an easement unto itself “...its successors and/or assigns, a *non-exclusive easement* for ingress egress and utilities in common with others entitled thereto, to and over and across Tract 2”. Further the deed provides: “The above described easements and covenants shall run with the title to the real property subjected herein and shall be binding on all parties having any right, title or interest in these described properties or any portion of them. This instrument also binds the respective heirs, devisees, fiduciary representatives, successors, successors in title and/or assigns, and *shall inure to the benefit of anyone or anything who\which purchases or takes any interest in real property* within the lands subject to the easements.”

Bunk thereafter conveyed Tract 4 to A&K Properties, LLC on December 13, 2018 (**Exhibit 8-** Deed from Bunk to A&K Properties, LLC). On March 7, 2019, Bunk further subdivided the property, namely Tract 1 into Tracts 1A and 1B. Donaldson purchased Tracts 1A and 1B on April 25, 2019, via deed, expressly “subject to covenants, easements, restrictions, or rights-of-way and other encumbrances of record”. (**Exhibit 9-** Deed for Tracts 1A & 1B from Bunk to Donaldson).

In 2020 Bunk subdivided its last remaining parcel of property, Tract 5 on July 24, 2020 (**Exhibit 10-** subdivision survey of Tract 5), and sold the subdivided parcels to Thompkins on October 6, 2020 (**Exhibit 11-** Tract 5 as subdivided, deed from Bunk to Thompkins). Thompkins subsequently reconfigured the lots created out of Tract 5 and purchased as strip of property across Tract 4 from A&K Properties, LLC on November 10, 2020 (**Exhibit 12-** reconfiguration survey and Deed from A&K Properties to Thompkins).

Conclusions of Law

It is unmistakable the deed into Donaldson expressly granted an easement and right-of-way to the grantor (Bunk) and *any successor, assignee, purchaser or later owner* of Tracts 1-5 to the use of the road in common with others. Further the deed contains no restriction on the Grantor (Bunk) or its successors in interest (including Thompkins) from use of their fee simple ownership of their property. Any restriction placed upon the use or ownership of property “must be created

in express terms or by plain and unmistakable implication, and all such restrictions are to be strictly construed, with all doubts resolved in favor of the free use of property.” Seabrook Island v. Marshland Trust 358 S.C. 655, 596 S.E.2d 380 (2004). Following Bunk’s initial conveyance of Tract 2 to Plaintiff, it later subdivided both Tracts 1 and 5 which were sold to both Plaintiff and Defendant.

Donaldson took ownership subject to the right of others to use the roadway that traverses its property, and can claim no greater right than originally acquired to now limit Thompkins’ access of the roadway for the full use and enjoyment of its property. Donaldson does not possess an exclusive right of possession of the roadway, as such Donaldson’s claim for trespass fails.

Prior to its subdivision of Phase 2-A into Tracts 1 through 5, all parcels/tracts were under common ownership by Bunk. At the time he purchased Tract 2 Donaldson’s’ chain of title contains clear notice of others having interests and rights to use the roadway leading from Mill Creek Road across the remainder of the properties owned by Bunk. Further, Donaldson had notice of the rights of others by Bunk’s express grant and reservation of non-exclusive easements for access and use of the road to Bunk, “...its successors or assigns of anyone or anything who\which purchases or takes any interest in real property *within the lands subject to the easement's*”. (See, **Exhibit 7**-Tract 2 Deed from Bunk to Donaldson). Thompkins owns property which directly attaches and is adjacent to the private drive shown and designated on the original plat used for conveyances of Tracts 1A- 4. (See, **Exhibit 4**-Survey of Subdivision into 5 Tracts, and **Exhibit 12**-reconfiguration survey and Deed from A&K Properties to Thompkins).

Even when viewing the facts alleged and inferences reasonably deducible therefrom in the light most favorable to the Plaintiff, Defendant’s Motion to Dismiss as to this claim should be granted. It is therefore,

ORDERED, that Thompkins’ Motion to Dismiss pursuant to *Rule 12(B)(6) of the S.C. Rules of Civ. Proc.* is hereby granted, and Donaldson’s Motion for Temporary Restraining Order-Injunction is denied and Complaint is hereby dismissed;

AND IT IS SO ORDERED.

_____, 2021

Honorable, Robert E. Hood
Presiding Judge of the 15th Judicial Circuit



Horry Common Pleas

Case Caption: Calvin L Donaldson , plaintiff, et al VS Thompkins Investments Llc
Case Number: 2021CP2602093
Type: Order/Dismissal

So Ordered

s/ R.E. Hood #2164

31, 32, 33, 34, 35, 39, 40, 41, 42 on that certain map or plat entitled "FINAL PLAT OF SILVER FOX LANDING (PHASE III) LOCATED ON THE NORTH SIDE OF ENTERPRISE ROAD, FOR J.A. FOX" by Culler Land Surveying Co., Inc. dated May 26, 2004 and recorded in Plat Book 198 at Page 108 records of Horry County, South Carolina, which plat is incorporated herein by this reference.

AND

All and singular, that certain right of way for that road known as Mill Creek Road in Horry County, South Carolina. Said right of way is further described as an area fifty (50') feet in width, and being twenty five (25') feet on either side of the center line of said road as it extends along, over and across my/our property at the above tax map number (178-00-05-001).

AND

All and singular, all that certain piece, parcel or tract of land located in Horry County, South Carolina, together with all improvements located thereon, containing 0.56 acres and being more particularly shown and designated on that certain map or plat entitled "RECONFIGURATION PLAT OF TMS: 179-00-05-040, SHOWING INGRESS/EGRESS ACCESS EASEMENT & 50' ROW, LOCATED IN SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA, PREPARED FOR SILVER FOX LANDING H.O.A." prepared by Culler Land Surveying Co., Inc. dated January 25, [2]006 and recorded in Plat Book 215 at Page 28, records of Horry County, South Carolina, which plat is incorporated herein by reference.

AND

.0829 acres (3,613 square feet) as described in that certain Deed from J.A. Fox, Inc. to South Carolina Department of Transportation dated September 28, 2010 and recorded December 17, 2010 in Deed Book 3496 at Page 1933, records of Horry County, South Carolina

Being the identical property conveyed by J.A. Fox, Inc. to Bank of North Carolina by Deed in Lieu of Foreclosure dated December 27, 2011 and recorded December 29, 2011 in Deed Book 3559, Page 1353, Horry County records.

Tax Map #: 179-00-05-001 & 178-00-06-040

Property Address: 79.45 Acres +/- off Mill Creek, Myrtle Beach, SC 29577

Grantee(s) Address: 2030 Remount Rd., North Myrtle Beach, SC 29419

THIS CONVEYANCE IS MADE SUBJECT TO: All covenants, restrictions, easements, rights-of-way, reservations and encroachments of record which may affect the above described property, and all governmental statutes, ordinances, rules and regulations.

TOGETHER with, subject to the above Exceptions, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, all and singular the premises before mentioned unto the said Bunk Aviation, LLC, its successors and assigns forever, in fee simple, together with every contingent remainder and right of reversion.

AND it does hereby bind itself and the undersigned's heirs and assigns, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Bunk Aviation, Inc., its successors and assigns, against the undersigned, the Grantor, and its successors and

assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under said Grantor, but against no others.

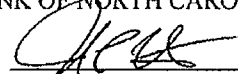
WITNESS the execution hereof by Grantor this 22nd day of January, 2013.

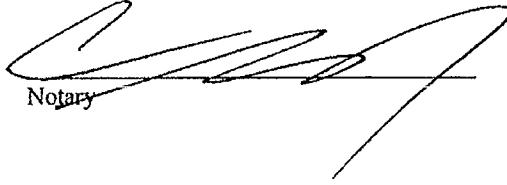
Signed, Sealed and Delivered in the Presence of



Witness

BANK OF NORTH CAROLINA

By:  _____ {SEAL}
Joel Foster, Vice President



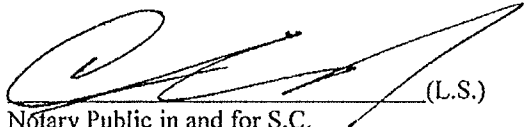
Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT
(S.C. CODE ANN. §30-5-30(B)(C))

I, the undersigned, a Notary Public for South Carolina, do hereby certify that Joel Foster, Vice President of Bank of North Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument, as the act and deed of said corporation.

Witness my hand and official seal this 22 day of January, 2013.



(L.S.)
Notary Public in and for S.C.

My Commission Expires: 1-7-2020

(SEAL)

File # 273043.054CRR

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STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT
S.C. Code Ann. §12-24-20 et. seq.

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located at 79.45 Acres +/- off Mill Creek, Myrtle Beach, SC 29577, was transferred by Bank of North Carolina to Bunk Aviation, LLC on January 22, 2013.

3. Check one of the following: The deed is

- (a) Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) Exempt from the deed recording fee because (See Information section of affidavit):

(if exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 100,000.00.
- (b) The fee is computed on the fair market value of the realty, which is _____ Dollars (\$ _____).
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes, which is _____ Dollars (\$ _____).

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in Item 4 above here: \$ 100,000.00
- (b) Place the amount listed in Item 5 above here:
(If no amount is listed, place zero here.) - 0.00
- (c) Subtract Line 6(b) from Line 6(a): \$ 100,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 370.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: SELLER.

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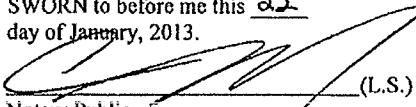
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible person connected with this transaction

Joel Foster, Vice President, of
Bank of North Carolina
Print or type name here

SWORN to before me this 22
day of January, 2013.



(L.S.)
Notary Public

My commission expires: 1-7-2020

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty". Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement or realty after the transfer. Taxpayer may elect the use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) Transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) Transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) That are otherwise exempted under the laws and Constitution of the United States or the laws or Constitution of South Carolina;
- (4) Transferring realty whereby no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) Transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
- (6) Transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39 of the South Carolina Code of Laws;
- (7) That constitute a contract for the sale of timber to be cut;
- (8) Transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership or trust;
- (9) Transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "Family Partnership" is a partnership whose partners are all members of the same family. A "Family Trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren and the spouses and lineal descendants of any of the above. A "Charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A).
- (10) Transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) Transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) That constitute a corrective deed or a quitclaim deed used to confirm title already vested in the Grantee, provided no consideration of any kind is paid or to be paid for the corrective or quitclaim deed.

RIGHT-OF-WAY EASEMENT OVERHEAD & UNDERGROUND

EXHIBIT 2

Bank Aviation Land Owner (print) 1780006040 TMS

Subdivision Mill Creek Rd Location

KNOW ALL MEN BY THESE PRESENTS, that the undersigned grantor(s) (whether one or more hereinafter collectively referred to as, the "Grantor") for a good and valuable consideration, receipt and legal sufficiency of which, is hereby acknowledged, does hereby bargain and grant unto HORRY ELECTRIC COOPERATIVE, INC. a corporation whose Post Office address is Conway, South Carolina, and its successors or assigns (collectively, the "Cooperative"), a Right-of-Way easement (the "Easement"), having a width of 30 feet and being 15 feet on either side of the centerline, and/or N/A

over and upon the land of the said Grantor, situated in Socustee Township, Horry County, State of South Carolina. Said tract is more particularly described as follows:

Being approximately 60.62 acres, or lots; which is located miles from the town of and is bound as follows:

North by Intracoastal Waterway East by Bank of N.C. TMS: 179 00 05 001 South by Randy Acres LLC TMS: 184 00 02 016 West by Mill Creek Rd

IF CHECKED BELOW, THE FOLLOWING PARAGRAPH IS INCORPORATED HEREIN:

The Grantor and Cooperative understand, acknowledge and agree that this Easement agreement, may be specifically subject to the terms of that certain Agreement for Underground Electric Service to a Residential Subdivision, executed by the parties and dated 20, including terms of that agreement relating to contributions-in-aid of construction which terms are binding on the parties, and their heirs, successors and assigns. Where this Easement agreement is subject to such agreement, a copy of the agreement is attached to and filed with this Easement agreement.

The Grantor does also grant unto the said Cooperative the right to place, construct, operate, repair, maintain, ditch and trench, to relocate and replace thereon, and in or upon all streets, roads or highways abutting said Real Property, an electric distribution line or system, either by overhead or underground, and to cut, trim and/or chemically control trees and shrubbery to the extent necessary to keep them clear of said distribution line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are inside or outside of the right-of-way and being tall enough to strike the wires in falling or to damage underground equipment in falling.

The Cooperative shall not be responsible for damage to facilities, shrubbery, plantings, grass, flowers, roads, driveways, etc., placed, planted or constructed within the Right-of-Way by the Grantor, or Grantor's heirs, successors and assigns.

In granting this easement, it is hereby understood and agreed that the Cooperative will make every effort to avoid any possible interference to facilities, shrubbery, plantings, grass, flowers, installations, farm operations or other operations of the Grantor, or Grantor's heirs, successors and assigns.

The Grantor also agrees that all poles, wires, pedestals, main service entrance equipment and any other facilities installed on the above described lands, or properties, at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said Real Property.

It is also understood that the Grantor shall grant to the Cooperative the right of ingress and egress over said Real Property.

As used in this agreement, words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender and words in the singular shall mean and include the plural and vice versa.

This agreement shall be binding upon and shall inure to the benefit of all parties hereto, and their respective heirs, successors and assigns.

WITNESS the grantor's(s') hand(s) and seal(s) this 27th day of Feb, 2013

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

(a) Marie P. Martin Witness No. 1

(b) Alison H. Jordan Witness No. 2/Notary Public

Jay Specter GRANTOR: Land Owner (sign) - DDA Land Owner (sign)

STATE OF SOUTH CAROLINA) COUNTY OF HORRY)

ACKNOWLEDGEMENT

On this 27th day of Feb, 2013, before me personally came the within-named Grantor, who acknowledged to me that he executed the foregoing agreement; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing agreement.

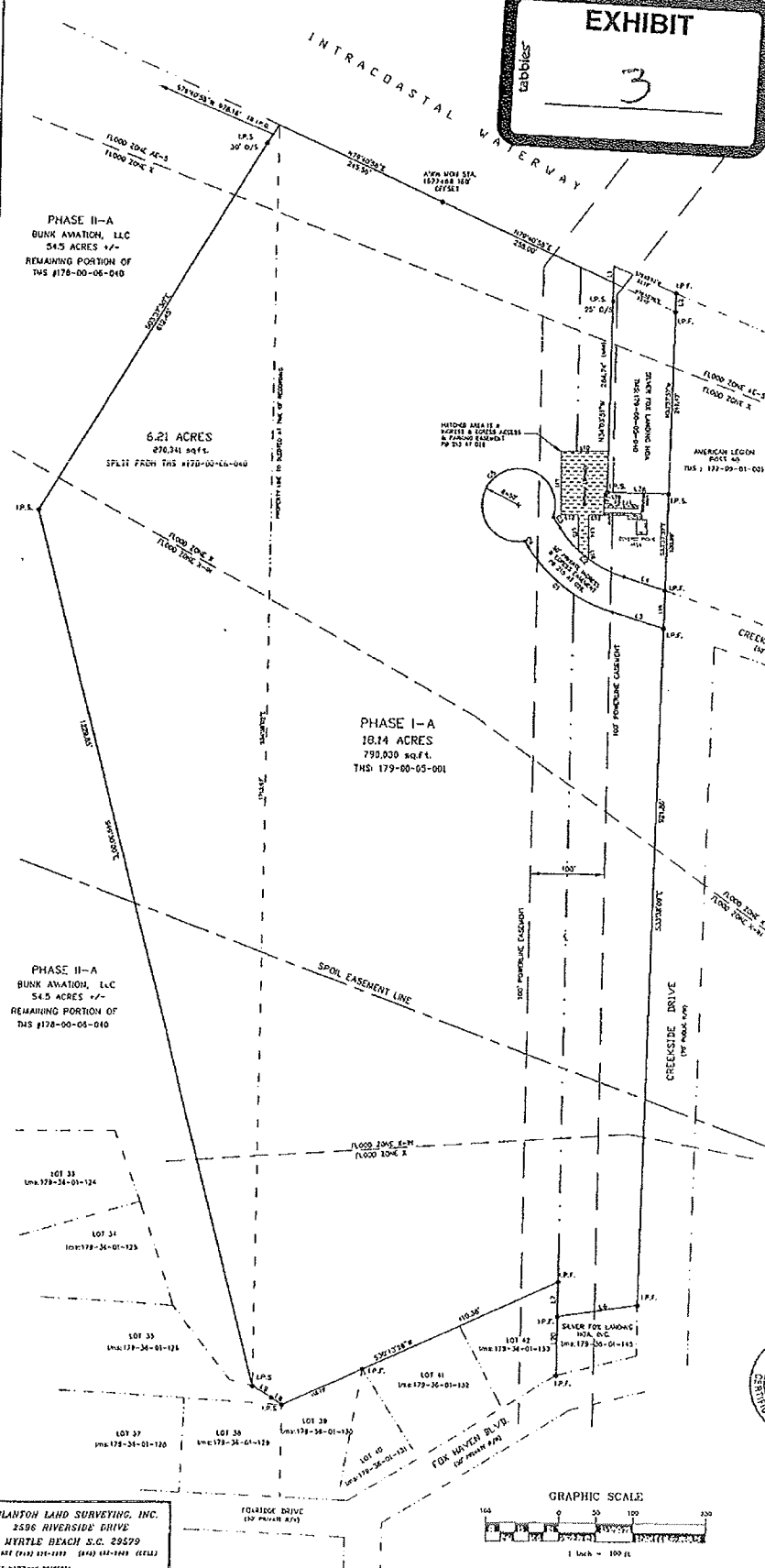
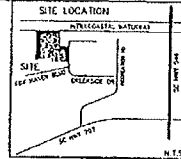
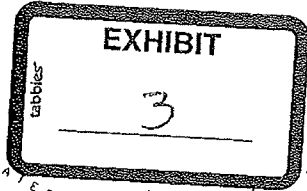
Alison H. Jordan (Signature of Notary Public) Name: Alison H. Jordan Notary Public for the State of South Carolina My Commission Expires: May 13th 2018

SCDL 004754033

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Instrument: 201400004738, PLAT BK: 261 PG: 187 DOCTYPE: 061 04/21/2014 at 01:00:54 PM, 1 OF 1 BATTERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

Instrument: 201100014738, PLAT BK: 261 PG: 187 DOCTYPE: 061, 04/21/2014 at 01:00:54 PM, 1 OF 1 BATTERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS



COMBINATION PLAT of PHASE I-A, (24.35) ACRES OF LAND LOCATED IN SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA.

SURVEY & MAP PREPARED FOR BUNK AVIATION, LLC

FLOOD ZONES SHOWN WERE OBTAINED FROM FIRM NO. 15210-00-010 DATED AUGUST 24, 2010. THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESERVATIONS OF RECORD. THIS PLAN REPRESENTS A SURVEY BASED UPON THE LATEST AVAILABLE DATA AND IS NOT THE RESULT OF A FIELD SURVEY.

W.P. REFERENCE: RECONSTRUCTION PLAN PREPARED FOR SALES 732 LANDING AREA BY DUNN LAND SURVEYING INC. DATE 1/27/2004, RECORDED IN PLAT BOOK 215 AT 018 MAP OF 5076 ACRES BY COLLEEN AND SURVEYING INC. DATE 10/24/2000 PREPARED FOR A.S. FOR REC. RECORDED IN PLAT BOOK 193 AT 054. MAP OF SALES FOR LANDING (PHASE) PREPARED FOR A.S. FOR DATE 8/21/2004 RECORDED IN PLAT BOOK 198 AT 018. MAP OF SOCASTEE CREEK BASIN AREA RECONSTRUCTION, RECORDED IN PLAT BOOK 27 AT 018-019.

DEED BOOK 2410 PAGE 1027 DEED BOOK 2417 PAGE 3028

W.P.S. = W.P. PAGE 261
W.P.F. = W.P. PAGE 187

CURRENT OWNER OF RECORD: BUNK AVIATION, LLC 2508 RIVERSIDE DRIVE NORTH CHARLESTON, SC 29203

CURRENT OWNER OF RECORD: BUNK AVIATION, LLC 2508 RIVERSIDE DRIVE NORTH CHARLESTON, SC 29203

| CURVE | LENGTH | CHORD | CHORD BEARING | CHORD BEARING |
|-------|--------|--------|---------------|---------------|
| C1 | 118.71 | 203.51 | 115.01 | S 43°27'52" E |
| C2 | 112.13 | 133.31 | 109.83 | S 47°34'17" E |
| C3 | 147.0 | 189.30 | 166.00 | S 56°01'50" E |
| C4 | 147.0 | 189.30 | 166.00 | S 56°01'50" W |
| C5 | 281.4 | 300.01 | 303.31 | S 13°27'27" W |

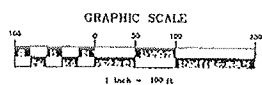
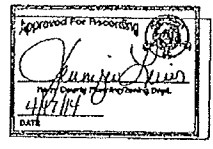
| LINE | LENGTH | BEARING |
|------|--------|--------------|
| L1 | 75.71 | S74°00'51" W |
| L2 | 23.05 | S33°37'37" E |
| L3 | 89.30 | S66°01'50" W |
| L4 | 58.74 | S72°24'29" W |
| L5 | 72.24 | S72°24'29" W |
| L6 | 115.01 | S14°01'51" E |
| L7 | 42.13 | N81°33'32" E |
| L8 | 18.51 | S88°38'02" E |
| L9 | 23.72 | N84°14'52" E |
| L10 | 43.31 | S17°28'50" W |
| L11 | 22.31 | S33°27'10" W |
| L12 | 22.57 | S55°17'00" W |
| L13 | 19.43 | S10°01'50" W |
| L14 | 47.32 | S33°37'37" E |
| L15 | 18.82 | S11°01'50" W |
| L16 | 21.82 | S22°21'42" W |
| L17 | 1.00 | S89°18'52" E |
| L18 | 62.14 | S33°37'37" E |
| L19 | 38.42 | S14°01'51" E |

CERTIFICATE OF OWNERSHIP AND DEDICATION
THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM THE OWNER OF THE PROPERTY SHOWN AND LOCATED HEREON AND THAT I HEREBY DEDICATE THE SAME TO THE PUBLIC AS SHOWN ON THIS MAP.

(NAME) BUNK AVIATION, LLC (SIGNED) [Signature] (DATE) 2/14/14
(NAME) [Signature] (DATE) [Signature]
(NAME) [Signature] (DATE) [Signature]

CERTIFICATION OF AVAILABILITY TO WATER & SEWER SYSTEM
WE (S.W.A.S.) HEREBY CERTIFY THAT PUBLIC WATER SUPPLY AND/OR SEWER DISPOSAL SYSTEMS ARE AVAILABLE TO THE SAID PARCELS. SUCH SERVICES WILL BE EXTENDED TO THE PARCELS AT THE OWNER'S EXPENSE AND IN ACCORDANCE WITH APPLICABLE (S.W.A.S.) DEVELOPER REGULATIONS.

DATE: [Signature]
(S.W.A.S.)



BLANTON LAND SURVEYING, INC.
2508 RIVERSIDE DRIVE
MYRTLE BEACH S.C. 29579
PHONE (813) 631-1811 FAX (813) 631-1809 (CELL)
F.L.C. 07-1000000-000001

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THIS CONVEYANCE IS MADE SUBJECT TO easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Thompkins Investments, LLC, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Thompkins Investments, LLC, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against the Grantor's successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

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IN WITNESS WHEREOF the undersigned Hand and Seal this 21st day of May, 2014.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BUNK AVIATION, LLC

[Signature]
1st Witness (~~someone other than the notary~~)

By: [Signature]

[Signature]
2nd Witness (~~notary~~)

Its: Managing member

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

ACKNOWLEDGMENT

I certify that the authorized representative of Bunk Aviation, LLC personally appeared before me this day and acknowledged to me that he voluntarily signed the foregoing Warranty Deed for the purpose stated herein and in the capacity indicated.

[Signature]
Notary Public for SC
My Commission Expires: 11-7-15

5/21/2014

(SEAL)
File # 13-RE-357

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Phase 1-A (24.35 Acres), Myrtle Beach, SC 29588, bearing Horry County Tax Map Number 179-00-05-001, was transferred by Bunk Aviation, LLC to Thompkins Investments, LLC on May 19, 2014.
3. Check one of the following: The Deed is
 - a. subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth
 - b. _____ subject to the Deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary
 - c. _____ exempt from the Deed recording fee because (See Information section of affidavit): _____
(If exempt, please skip items 4-7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit).
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$300,000.00
 - (b) _____ The fee is computed on the fair market value of the realty which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____


6. The Deed recording is computed as follows:

- (a) Place the amount listed in item 4 above here: \$300,000.00
- (b) Place the amount listed in item 5 above here: -0-
(If no amount is listed, place zero here)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$300,000.00

7. The Deed recording fee due is based on the amount listed on Line 6(c) above and the Deed recording fee due is: \$1,110.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as SELLER.

9. I further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and no/100 Dollars (\$1,000.00) or imprisoned not more than one year, or both.



Purchaser, Seller, Legal Representative of the Purchaser or other Responsible Person Connected with this Transaction

SWORN to before me this 2 day of May, 2014.

Notary Public by SC
My Commission Expires: 11-7-18

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty". Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are Deeds:

1. transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
2. transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
3. that are otherwise exempted under the laws and Constitution of this State or of the United States;
4. transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
5. transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
6. transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
7. that constitute a contract for sale of timber to be cut;
8. transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
9. transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
10. transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
11. transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
12. that constitute a Corrective Deed or a Quitclaim Deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the Corrective or Quitclaim Deed;
13. transferring realty subject to a Mortgage to the Mortgagee whether by a Deed in Lieu of Foreclosure executed by the Mortgagor or Deed pursuant to Foreclosure proceedings;
14. transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the Deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
15. transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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installation, maintenance, inspection, or repair of said sewer facilities or their appurtenances or any accident or mishap that might occur thereto.

The Grantor warrants and covenants that he/she/it is empowered and vested with the authority to grant the within easement.

The easement/right-of-way herein granted is a taken from that certain property conveyed to the undersigned by Deed recorded in Deed Book 3633 at Page 2507, in the Office of Registry of Deeds for Horry County, South Carolina.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

The Grantor agrees that all sewer facilities and appurtenances placed on, under, or across the within conveyed easement by the Grantee shall be and remain the property of the Grantee.

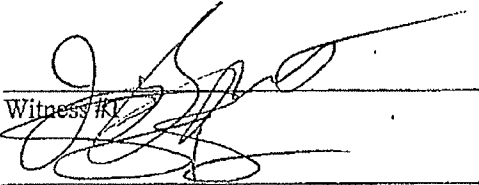
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grand Strand Water and Sewer Authority, its heirs, successors, and assigns forever.

And the Grantor herein hereby binds itself, themselves, its or their successors, or his, her, and their heirs, executors and administrators (as the case may be), to warrant, and forever defend all and singular the said premises unto the said Grand Strand Water and Sewer Authority, its and their successors and assigns against itself, themselves, and its or their successors, and their heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS the execution hereof by the Grantor this 25 day of June, 2016.

Signed, Sealed, and Delivered in the presence of:

Bunk Aviation LLC


Witness #1

By: Andre Bauer

Witness #2

Its: Member

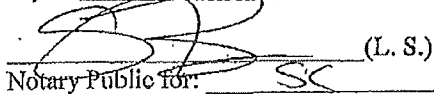
STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

PROBATE
(CORPORATION)

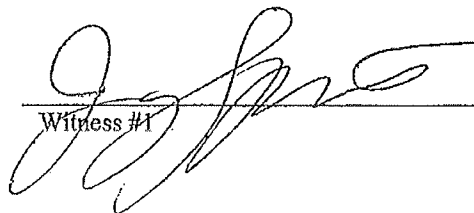
Personally appeared before me Jay Specker and made oath that (s)he saw the within named by Bunk Aviation LLC by Andre Bauer its Member, Sign, Seal and as the Corporate Act and Deed deliver the within written Easement; and that (s)he with Saundrea N. Bauer witnessed the execution thereof and saw the corporate seal thereto affixed.

SWORN to before me this 25th day of June A. D. 2016

The subscribing witness is not a party to or beneficiary of the transaction.

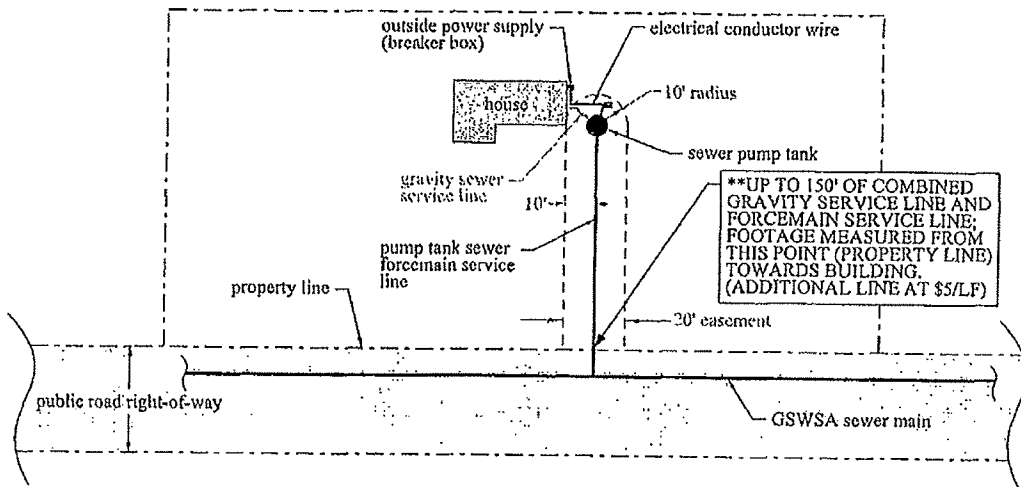

(L. S.)
Notary Public for: SC

My commission expires: 5/12/21
Saundrea N. Bauer


Witness #1

Attachment 'B'
PUMP TANK EASEMENT LOCATION DIAGRAM

- a. Pump station is located on the owner's property adjacent to building unless technical considerations require a location further up on the property.*** In all cases GSWA will make final determination on location of the pump station.
- b. Owner signs a perpetual right-of-way/easement to allow GSWA to enter upon customer's property to install, inspect, operate and maintain the system.
- c. Note line cost for combined gravity service line and forcemain service line.**
- d. Customer responsible for locating all on-site customer-owned utilities including but not limited to: telephone, power/electric, TV cables, irrigation, water supply, plumbing systems, underground pet fences and drainage.



Attachment 'B'
PUMP TANK EASEMENT LOCATION DIAGRAM

- a. Pump station is located on the owner's property adjacent to building unless technical considerations require a location further up on the property.*** In all cases GSWSA will make final determination on location of the pump station.
- b. Owner signs a perpetual right-of-way/easement to allow GSWSA to enter upon customer's property to install, inspect, operate and maintain the system.
- c. Note line cost for combined gravity service line and forcemain service line.**
- d. Customer responsible for locating all on-site customer-owned utilities including but not limited to: telephone, power/electric, TV cables, irrigation, water supply, plumbing systems, underground pet fences and drainage.

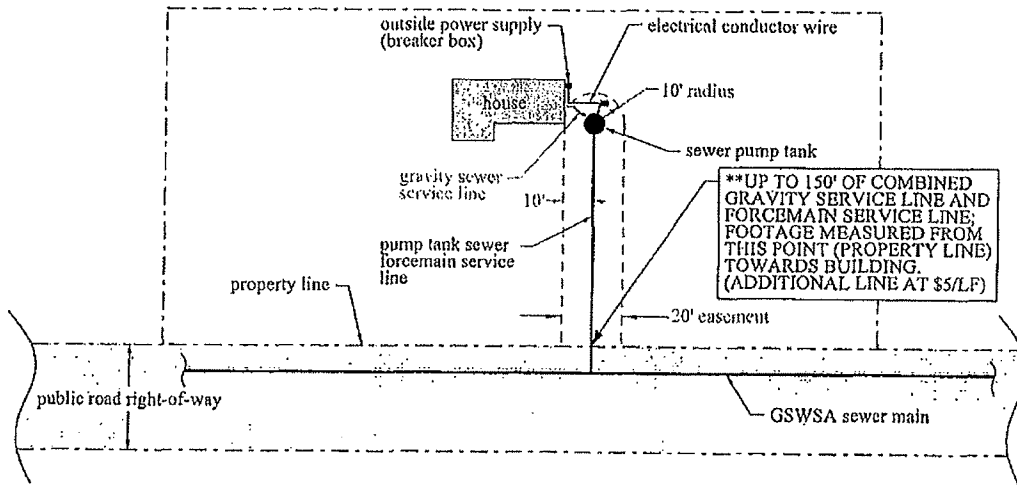


EXHIBIT 6
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RIGHT-OF-WAY EASEMENT OVERHEAD & UNDERGROUND

Bunk Aviation LLC
Land Owner (print)
4391-203-0004
APNS PIN#

N/A
Subdivision
51-8K-8-3
Location

KNOW ALL MEN BY THESE PRESENTS, that the undersigned grantor(s) (whether one or more hereinafter collectively referred to as, the "Grantor") for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby bargain and grant unto HORRY ELECTRIC COOPERATIVE, INC., a corporation whose Post Office address is Conway, South Carolina, and its successors or assigns (collectively, the "Cooperative"), a Right-of-Way easement (the "Easement"), having a width of 30 feet and being 15 feet on either side of the centerline, and/or the right to place guys and anchors at lengths necessary to support poles and assemblies, and/or Mill Creek Rd. Myrtle Beach, SC 29588 over and upon the land of the said Grantor, situated in Socastee Township, Horry County, State of South Carolina. Said tract is more particularly described as follows:

Being approximately 5.97 acres, or lots; which is located 5 miles from the town of Myrtle Beach and is bound as follows:
North by Intracoastal Waterway
East by Beverly Wood (PIN# 4391-203-0005)
South by Gerald E. Thompkins (PIN# 4390-000-0030)
West by Bunk Aviation LLC (PIN# 4391-203-0003)

IF CHECKED BELOW, THE FOLLOWING PARAGRAPH IS INCORPORATED HEREIN:

The Grantor and Cooperative understand, acknowledge and agree that this Easement agreement, may be specifically subject to the terms of that certain Agreement for Underground Electric Service to a Residential Subdivision, executed by the parties and dated _____, 20____, including terms of that agreement relating to contributions-in-aid of construction which terms are binding on the parties, and their heirs, successors, and assigns. Where this Easement agreement is subject to such agreement, a copy of the agreement is attached to and filed with this Easement agreement.

The Grantor does also grant unto the said Cooperative the right to place, construct, operate, repair, maintain, ditch and trench, to relocate and replace thereon, and in or upon all streets, roads or highways abutting said Real Property, an electric distribution line or system, either by overhead or underground, and to cut, trim and/or chemically control trees and shrubbery to the extent necessary to keep them clear of said distribution line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are inside or outside of the right-of-way and to use a selective herbicide application to manage the R-O-W.

The Cooperative shall not be responsible for damage to facilities, shrubbery, plantings, grass, flowers, roads, driveways, etc., placed, planted, or constructed within the Right-of-Way by the Grantor, or Grantor's heirs, successors, and assigns.

In granting this easement, it is hereby understood and agreed that the Cooperative will make every effort to avoid any possible interference to facilities, shrubbery, plantings, grass, flowers, installations, farm operations, or other operations of the Grantor, or Grantor's heirs, successors and assigns.

The Grantor also agrees that all poles, wires, pedestals, main service entrance equipment, and any other facilities installed on the above described lands, or properties, at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said Real Property.

It is also understood that the Grantor shall grant to the Cooperative the right of ingress and egress over said Real Property.

As used in this agreement, words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender and words in the singular shall mean and include the plural and vice versa.

This agreement shall be binding upon and shall inure to the benefit of all parties hereto, and their respective heirs, successors, and assigns.

WITNESS the grantor's(s') hand(s) and seal(s) this 7th day of September, 2017

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

(a) [Signature]
Witness No. 1

(b) Wendy Sawyer Altman
Witness No. 2/Notary Public

GRANTOR:
[Signature]
Land Owner (sign)

Andre Bauer
Land Owner (Print) (owner)

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ACKNOWLEDGEMENT

On this 7 day of September, 2017, before me personally came the within-named Grantor, who acknowledged to me that he executed the foregoing agreement; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing agreement.

Wendy Sawyer Altman
(Signature of Notary Public)
Name: Wendy Sawyer Altman
Notary Public for the State of SC
My Commission Expires: March 18, 2024

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at Mill Creek Rd, Myrtle Beach, SC 29588
bearing Horry County Tax Map Number 4391-203-0004, was transferred on September 7th, 2017
by PTN Bunk Aviation LLC
to Horry Electric Cooperative, Inc

3. Check one of the following: The deed is
- (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit);
EXEMPTION # 1 - The value of the realty is equal to/less than one hundred dollars.
- (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (b) The fee is computed on the fair market value of the realty which is _____
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:
- (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (c) Subtract line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
An employee of Horry Electric Cooperative, Inc.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this
7th day of September year of 2017
[Signature]
Notary Public Signature

My Commission Expires: June 28th, 2017

[Signature]
Responsible Person Connected w/Transaction (Signature)
Charles R. Tisdal
Responsible Person Connected w/Transaction (Printed)

Jeremy D. Smith
Notary Public Printed Name

Instrument#: 2018000023539, DEED BK: 4086 PG: 978 DOCTYPE: 001 02/27/2018 at 04:41:40 PM, 2 OF 4 COUNTY STAMPS: \$363.00 STATE STAMPS: \$858.00 MARION D. FOXWORTH III, HORRY COUNTY, SC REGISTRAR OF DEEDS

GRANTEE'S ADDRESS: 928 Folly Rd., Myrtle Beach, SC 29588

PIN: 43912030004

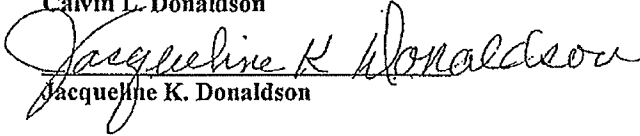
TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining to; TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the Grantees, as joint tenants with right of survivorship, and not as tenants in common, and the Grantees' heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND, the Grantor does hereby bind the Grantor, and the Grantor's successors and assigns, to warrant and forever defend all and singular the said premises unto the Grantees and the Grantees' heirs and assigns, against the Grantor and the Grantor's successors and/or assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

ACKNOWLEDGED BY GRANTEES:



Calvin L. Donaldson



Jacqueline K. Donaldson

*****REMAINDER OF PAGE IS BLANK*****

ELECTRONICALLY FILED - 2022 Oct 08 2:28 PM - HORRY - COMMON PLEAS - CASE#2021CP2602093
ELECTRONICALLY FILED - 2021 Oct 08 2:03 PM - HORRY - COMMON PLEAS - CASE#2021CP2602093

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. Property located at Tract 2 Bauer Plantation, Myrtle Beach, SC 29588, being in HORRY COUNTY, PIN Number 43912030004, was transferred by Bunk Aviation, LLC to Calvin L. Donaldson and Jacqueline K. Donaldson on February 27, 2018.
- 3. Check one of the following: The deed is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See information section of affidavit);

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

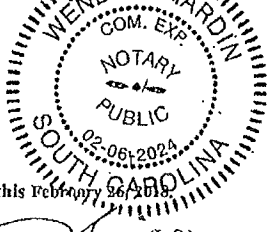
- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit):
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$330,000.00.*
 - (b) _____ The fee is computed on the fair market value of the realty which is
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is
- 5. Check Yes ___ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

- 6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$330,000.00.*
 - (b) Place the amount listed in item 5 above here: 0
 - (c) Subtract line 6(b) from Line 6(a) and place result here: \$330,000.00.*

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1,221.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: SELLER

9. I understand that a person who furnishes this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

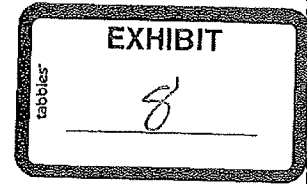


Andre Bauer (L.S.)
SELLER - Bunk Aviation, LLC
By: Andre Bauer, Sole Member

SWORN to before me this February 26, 2018.

Wendy A. Hardin (L.S.)
Notary Public for SC
My Commission Expires: 2-6-24

44000000033



Deed Prepared by:
The Bellamy Law Firm
1000 29th Avenue North
Myrtle Beach, SC 29577
Attorney: Martin C. Dawsey
File Number: 2018-1-877
Attn: Lindsey Mayberry

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

DEED TO REAL ESTATE

THIS DEED is made the day hereinbelow stated, by and between **Bunk Aviation, LLC**, hereinafter called **GRANTOR**, which expression shall include his, her or their heirs and assigns, and/or its successors and assigns, wherever the context so requires, or admits, of the one part, and **A&K Properties of South Carolina, Inc.**, whose address is **2507 Forestbrook Road, Suite K, Myrtle Beach, SC 29588**, hereinafter called **GRANTEE**, which expression shall include his, her or their heirs and assigns, and/or its successors and assigns, forever, wherever the context so requires or admits, of the other part; and in this agreement, the singular shall include the plural, and the plural shall include the singular, and one gender shall include all genders.

KNOW ALL MEN BY THESE PRESENTS, that **GRANTOR**, for and in consideration of **FIVE AND 00/100 (\$5.00)**; paid to **GRANTOR**, by **GRANTEE**, in the State aforesaid, the receipt whereof is hereby acknowledged, subject to any matters and reservations set forth herein or on any exhibits attached hereto, has bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said **GRANTEE**, in fee simple, the following described property, located in **Horry County, South Carolina**, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED AND INCORPORATED HEREIN

PIN: 44000000033

TAX NOTICE ADDRESS: 2507 Forestbrook Road
Suite K
Myrtle Beach, SC 29588

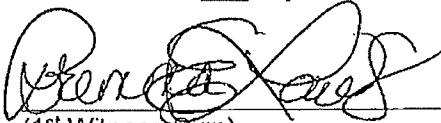
The within conveyance is also subject to all restrictions and easements of record and/or easements upon the ground.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto said GRANTEE, in fee simple.

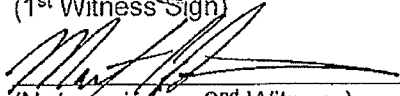
AND the said GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said GRANTEE, as hereinabove provided, against themselves, its heirs, successors and assigns and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed and sealed this 5th day of June, 2018.

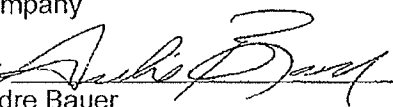


(1st Witness Sign)

Bunk Aviation, LLC, a Limited Liability Company



(Notary sign as 2nd Witness)

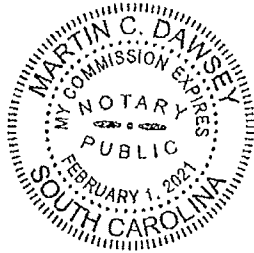
By: 

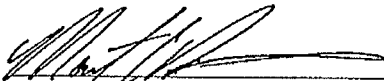
Andre Bauer

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF Horry)

I, the undersigned notary, do hereby certify that the above subscribed GRANTOR(S) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 5th day of June, 2018.





Notary Public for South Carolina
Printed name of Notary: Martin C. Dawson
My Commission Expires: 2/01/2021
(Seal)

EXHIBIT "A"

ALL AND SINGULAR, all that certain piece, parcel or tract of land located in Horry County, South Carolina, together with all improvements located thereon, being more particularly shown and designated as TRACT 4 containing 11.10 Acres on that certain map or plat entitled "BAUER PLANTATION ALONG MILL CREEK ROAD SOCASTEE TOWNSHIP HORRY COUNTY SOUTH CAROLINA" by Harry F. Bruton & Associates dated January 19, 2016 and recorded February 9, 2016 in Plat Book 269 at Page 91, records of Horry County, South Carolina, which plat is incorporated herein by this reference.

This being a portion of the property conveyed to Bunk Aviation, LLC by Deed of Bank of North Carolina dated January 22, 2013 and recorded January 23, 2013 in Deed Book 3633 at Page 2507 in the Office of the Register of Deeds for Horry County, South Carolina.

PIN: 44000000033

Exhibit A
Property Description

ALL those certain pièces, parcels, or lots of land, together with the improvements thereon, situate, lying and being in the Township of Socastee, County of Horry, State of South Carolina, known and designated as **Tract 1-A (containing 2.23 acres, a little more or less), and Tract 1-B (containing 3.72 acres, a little more or less)**, as shown on that certain plat prepared by Barry W. Suggs, PLS 25438, dated October 3, 2018 entitled "PARCEL SPLIT SURVEY OF PINE #439-12-03-0003 CONTAINING 5.95 +/- ACRES TOTAL, SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA FOR BUNK AVIATION," which plat is recorded in the ROD Office for Horry County in Plat Book 285, at Page 167. Prior to the subdivision by the above reference plat, these lots were previously known and designated as "TRACT 1 PHASE II-A REVISED 5.90 ACRES," as shown on that certain plat prepared by Harry F. Bruton, PLS 24275, dated January 19, 2016, entitled "A MINOR SUBDIVISION SHOWING BAUER PLANTATION ALONG MILL CREEK ROAD SOCASTEE TOWNSHIP HORRY COUNTY, SOUTH CAROLINA BEING 52.29 ACRES TOTAL THE PROPERTY OF BUNK AVIATION, LLC," which plat is recorded in the ROD Office for Horry County in Plat Book 269, at Page 291. Said lots having such size, shape, buttings, boundings, courses, distances, and location as shown on the above referenced plat.

BEING a portion of the same property conveyed to the Grantor by deed of Bank of North Carolina dated January 22, 2013 and recorded in the ROD Office for Horry County in Book 3633, at Page 2507.

ELECTRONICALLY FILED - 2022 Oct 08 2:28 PM - HORRY - COMMON PLEAS - CASE#2021CP2602093
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STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT
DATE OF TRANSFER OF TITLE
4/23, 2019

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. Property known as Tract 1-A (containing 2.23 acres) and Tract 1-B (containing 3.72 acres) was transferred by BUNK AVIATION, LLC to CALVIN L. DONALDSON and JACQUELINE K. DONALDSON.
3. Check one of the following; The Deed is:
 (A) Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 (B) Subject to the Deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 (C) EXEMPT from the Deed recording fee because: _____
 (If exempt, please skip items 4-6, and go to item 7 of this Affidavit).
4. Check of the following if either 3(A) or item 3(B) above has been checked.
 (A) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$175,000.00.
 (B) The fee is computed on the fair market value of the realty which is \$ _____.
 (C) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The Deed recording fee is computed as follows:
 (A) \$175,000.00 the amount listed in item 4 above.
 (B) \$0 the amount listed in item 5 above. (If no amount, enter zero)
 (C) \$175,000.00 subtract line 6(C) from line 6(A) and place the result.
7. As required by Code Section 12-24-70, I/WE state that I/WE are/am a responsible person who was connected with this transaction as the Grantee.
8. Check if property other than real property is being transferred on this Deed.
 (A) Mobile Home
 (B) Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of N/A deceased Case Number N/A. Personally appeared before me the undersigned attorney, who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of N/A deceased and that the grantee(s) therein are correct and conform to the estate file for the above mentioned decedent.
10. I understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

BUNK AVIATION, LLC, a South Carolina limited liability company

Andre Bauer
BY: Andre Bauer
ITS: Member

Sworn to on this 23 day of April, 2019.

NOTARY PUBLIC FOR SOUTH CAROLINA
Date of Notary Expiration: July 30, 2023

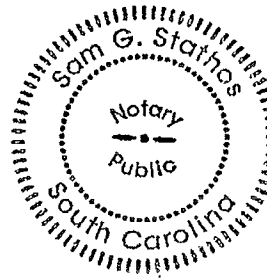
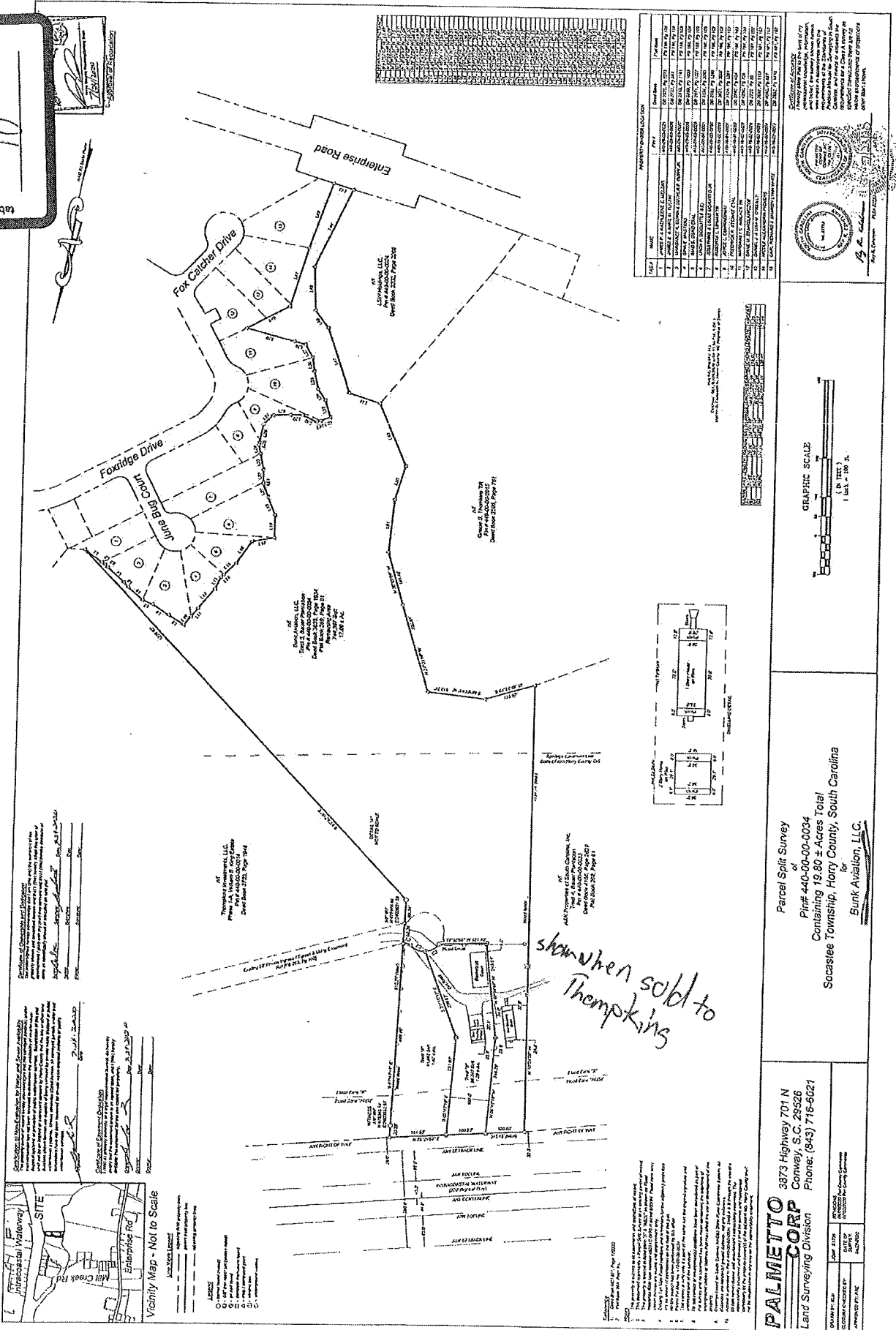
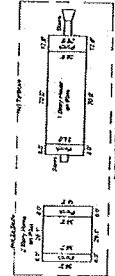
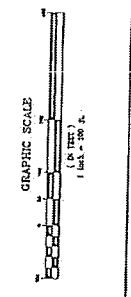


EXHIBIT
 10
 Tabbles



| NO. | NAME | AREA | PERCENT |
|-----|------------|------|---------|
| 1 | Parcel 1 | 1.25 | 6.31% |
| 2 | Parcel 2 | 1.25 | 6.31% |
| 3 | Parcel 3 | 1.25 | 6.31% |
| 4 | Parcel 4 | 1.25 | 6.31% |
| 5 | Parcel 5 | 1.25 | 6.31% |
| 6 | Parcel 6 | 1.25 | 6.31% |
| 7 | Parcel 7 | 1.25 | 6.31% |
| 8 | Parcel 8 | 1.25 | 6.31% |
| 9 | Parcel 9 | 1.25 | 6.31% |
| 10 | Parcel 10 | 1.25 | 6.31% |
| 11 | Parcel 11 | 1.25 | 6.31% |
| 12 | Parcel 12 | 1.25 | 6.31% |
| 13 | Parcel 13 | 1.25 | 6.31% |
| 14 | Parcel 14 | 1.25 | 6.31% |
| 15 | Parcel 15 | 1.25 | 6.31% |
| 16 | Parcel 16 | 1.25 | 6.31% |
| 17 | Parcel 17 | 1.25 | 6.31% |
| 18 | Parcel 18 | 1.25 | 6.31% |
| 19 | Parcel 19 | 1.25 | 6.31% |
| 20 | Parcel 20 | 1.25 | 6.31% |
| 21 | Parcel 21 | 1.25 | 6.31% |
| 22 | Parcel 22 | 1.25 | 6.31% |
| 23 | Parcel 23 | 1.25 | 6.31% |
| 24 | Parcel 24 | 1.25 | 6.31% |
| 25 | Parcel 25 | 1.25 | 6.31% |
| 26 | Parcel 26 | 1.25 | 6.31% |
| 27 | Parcel 27 | 1.25 | 6.31% |
| 28 | Parcel 28 | 1.25 | 6.31% |
| 29 | Parcel 29 | 1.25 | 6.31% |
| 30 | Parcel 30 | 1.25 | 6.31% |
| 31 | Parcel 31 | 1.25 | 6.31% |
| 32 | Parcel 32 | 1.25 | 6.31% |
| 33 | Parcel 33 | 1.25 | 6.31% |
| 34 | Parcel 34 | 1.25 | 6.31% |
| 35 | Parcel 35 | 1.25 | 6.31% |
| 36 | Parcel 36 | 1.25 | 6.31% |
| 37 | Parcel 37 | 1.25 | 6.31% |
| 38 | Parcel 38 | 1.25 | 6.31% |
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| 40 | Parcel 40 | 1.25 | 6.31% |
| 41 | Parcel 41 | 1.25 | 6.31% |
| 42 | Parcel 42 | 1.25 | 6.31% |
| 43 | Parcel 43 | 1.25 | 6.31% |
| 44 | Parcel 44 | 1.25 | 6.31% |
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| 47 | Parcel 47 | 1.25 | 6.31% |
| 48 | Parcel 48 | 1.25 | 6.31% |
| 49 | Parcel 49 | 1.25 | 6.31% |
| 50 | Parcel 50 | 1.25 | 6.31% |
| 51 | Parcel 51 | 1.25 | 6.31% |
| 52 | Parcel 52 | 1.25 | 6.31% |
| 53 | Parcel 53 | 1.25 | 6.31% |
| 54 | Parcel 54 | 1.25 | 6.31% |
| 55 | Parcel 55 | 1.25 | 6.31% |
| 56 | Parcel 56 | 1.25 | 6.31% |
| 57 | Parcel 57 | 1.25 | 6.31% |
| 58 | Parcel 58 | 1.25 | 6.31% |
| 59 | Parcel 59 | 1.25 | 6.31% |
| 60 | Parcel 60 | 1.25 | 6.31% |
| 61 | Parcel 61 | 1.25 | 6.31% |
| 62 | Parcel 62 | 1.25 | 6.31% |
| 63 | Parcel 63 | 1.25 | 6.31% |
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| 65 | Parcel 65 | 1.25 | 6.31% |
| 66 | Parcel 66 | 1.25 | 6.31% |
| 67 | Parcel 67 | 1.25 | 6.31% |
| 68 | Parcel 68 | 1.25 | 6.31% |
| 69 | Parcel 69 | 1.25 | 6.31% |
| 70 | Parcel 70 | 1.25 | 6.31% |
| 71 | Parcel 71 | 1.25 | 6.31% |
| 72 | Parcel 72 | 1.25 | 6.31% |
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| 74 | Parcel 74 | 1.25 | 6.31% |
| 75 | Parcel 75 | 1.25 | 6.31% |
| 76 | Parcel 76 | 1.25 | 6.31% |
| 77 | Parcel 77 | 1.25 | 6.31% |
| 78 | Parcel 78 | 1.25 | 6.31% |
| 79 | Parcel 79 | 1.25 | 6.31% |
| 80 | Parcel 80 | 1.25 | 6.31% |
| 81 | Parcel 81 | 1.25 | 6.31% |
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| 83 | Parcel 83 | 1.25 | 6.31% |
| 84 | Parcel 84 | 1.25 | 6.31% |
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| 86 | Parcel 86 | 1.25 | 6.31% |
| 87 | Parcel 87 | 1.25 | 6.31% |
| 88 | Parcel 88 | 1.25 | 6.31% |
| 89 | Parcel 89 | 1.25 | 6.31% |
| 90 | Parcel 90 | 1.25 | 6.31% |
| 91 | Parcel 91 | 1.25 | 6.31% |
| 92 | Parcel 92 | 1.25 | 6.31% |
| 93 | Parcel 93 | 1.25 | 6.31% |
| 94 | Parcel 94 | 1.25 | 6.31% |
| 95 | Parcel 95 | 1.25 | 6.31% |
| 96 | Parcel 96 | 1.25 | 6.31% |
| 97 | Parcel 97 | 1.25 | 6.31% |
| 98 | Parcel 98 | 1.25 | 6.31% |
| 99 | Parcel 99 | 1.25 | 6.31% |
| 100 | Parcel 100 | 1.25 | 6.31% |



Vicinity Map - Not to Scale

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EXHIBIT "A"

Description of Real Property

Parcel 1:

All and singular all that certain piece, parcel or tract of land situate, lying and being in Socastee Township, Horry County, South Carolina, shown and designated as "Tract A" containing 1.42 acres, more or less, on a survey entitled "Partial Split Survey of PIN# 440-00-00-0034 Containing 19.80 ± Acres Total, Socastee Township, Horry County, South Carolina" prepared for Bunk Aviation, LLC by Palmetto Corp of Conway, Inc., dated April 28, 2020, last revised July 22, 2020, and recorded July 24, 2020 in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 294 at Page 113, said plat being incorporated herein by reference as forming a part and parcel of this description.

PIN#: 44009010007

Parcel 2:

All and singular all that certain piece, parcel or tract of land situate, lying and being in Socastee Township, Horry County, South Carolina, shown and designated as "Tract B" containing 1.29 acres, more or less, on a survey entitled "Partial Split Survey of PIN# 440-00-00-0034 Containing 19.80 ± Acres Total, Socastee Township, Horry County, South Carolina" prepared for Bunk Aviation, LLC by Palmetto Corp of Conway, Inc., dated April 28, 2020, last revised July 22, 2020, and recorded July 24, 2020 in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 294 at Page 113, said plat being incorporated herein by reference as forming a part and parcel of this description.

PIN#: 44009010008

Parcel 3:

All and singular all that certain piece, parcel or tract of land situate, lying and being in Socastee Township, Horry County, South Carolina, shown and designated as "Tract 5, Bauer Plantation" containing 17.09 acres, more or less, on a survey entitled "Partial Split Survey of PIN# 440-00-00-0034 Containing 19.80 ± Acres Total, Socastee Township, Horry County, South Carolina" prepared for Bunk Aviation, LLC by Palmetto Corp of Conway, Inc., dated April 28, 2020, last revised July 22, 2020, and recorded July 24, 2020 in the Office of the Register of Deeds for Horry County, South Carolina in Plat Book 294 at Page 113, said plat being incorporated herein by reference as forming a part and parcel of this description.

PIN#: 44000000034

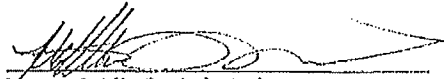
This parcels being a portion of the same property conveyed to Bunk Aviation, LLC by deed of Bank of North Carolina, dated January 22, 2013, and recorded January 23, 2013 in Deed Book 3633 at Page 2507, records of Horry County, South Carolina.

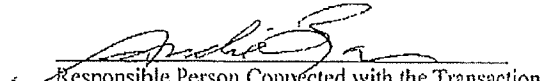
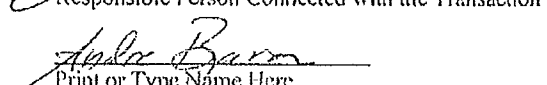
ELECTRONICALLY FILED - 2022 Oct 08 2:28 PM - Horry - COMMON PLEAS - CASE#2021CP2602093
ELECTRONICALLY FILED - 2021 Oct 08 2:03 PM - Horry - COMMON PLEAS - CASE#2021CP2602093

9. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SUBSCRIBED AND SWORN to before
me this 22 day of September 2020.

Bunk Aviation, LLC


Notary Public for Virginia
My Commission Expires July 31, 2024


Responsible Person Connected with the Transaction

Print or Type Name Here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth included, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred



EXHIBIT

12

RECONFIGURATION MAP of

TRACT A, TRACT B, TRACT C, TRACT 4 OF BAUER PLANTATION AND PHASE 1-A IN SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA.

PREPARED FOR

THOMPSON INVESTMENTS LLC

PLM BK: 295 PCL: 276
 DocType: G1, 11002000 17:50:23 PM, 1 OF 1
 MapInfo: Planworks, Horry County, SC (Horry) of views

THIS PROPERTY IS LOCATED IN FLOOD HAZARD ZONE (X & A & S) ACCORDING TO FEMA MAP #403010001B DATED AUGUST 21, 1995.
 THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCES:

- Map by Harry F. Blanton & Assoc., Inc. dated 1/10/2016 prepared for Bauer Plantation recorded in Plat Book 289 at 91
- Map by Blanton Land Surveying Inc. dated 4/26/2014 prepared for Thompson Investments LLC recorded in Plat Book 263 at 100.
- Map by Palmetto Corp. dated 7/23/2020 prepared for Bank Aviation LLC recorded in Plat Book 294 at 113.

CURRENT OWNER OF RECORD
 PIN 440-00-00-0014
 THOMPSON INVESTMENTS LLC
 4880 DICK POND RD
 MYRTLE BEACH, SC. 29588

CURRENT OWNER OF RECORD
 PIN 440-00-00-0033
 A&X PROPERTIES OF S.C.
 2507 FORESTBROOK RD
 MYRTLE BEACH, SC. 29588

CURRENT OWNER OF RECORD
 PIN 440-00-00-0007
 PIN 440-00-01-0008
 THOMPSON INVESTMENTS LLC
 4880 DICK POND RD
 MYRTLE BEACH, SC. 29588

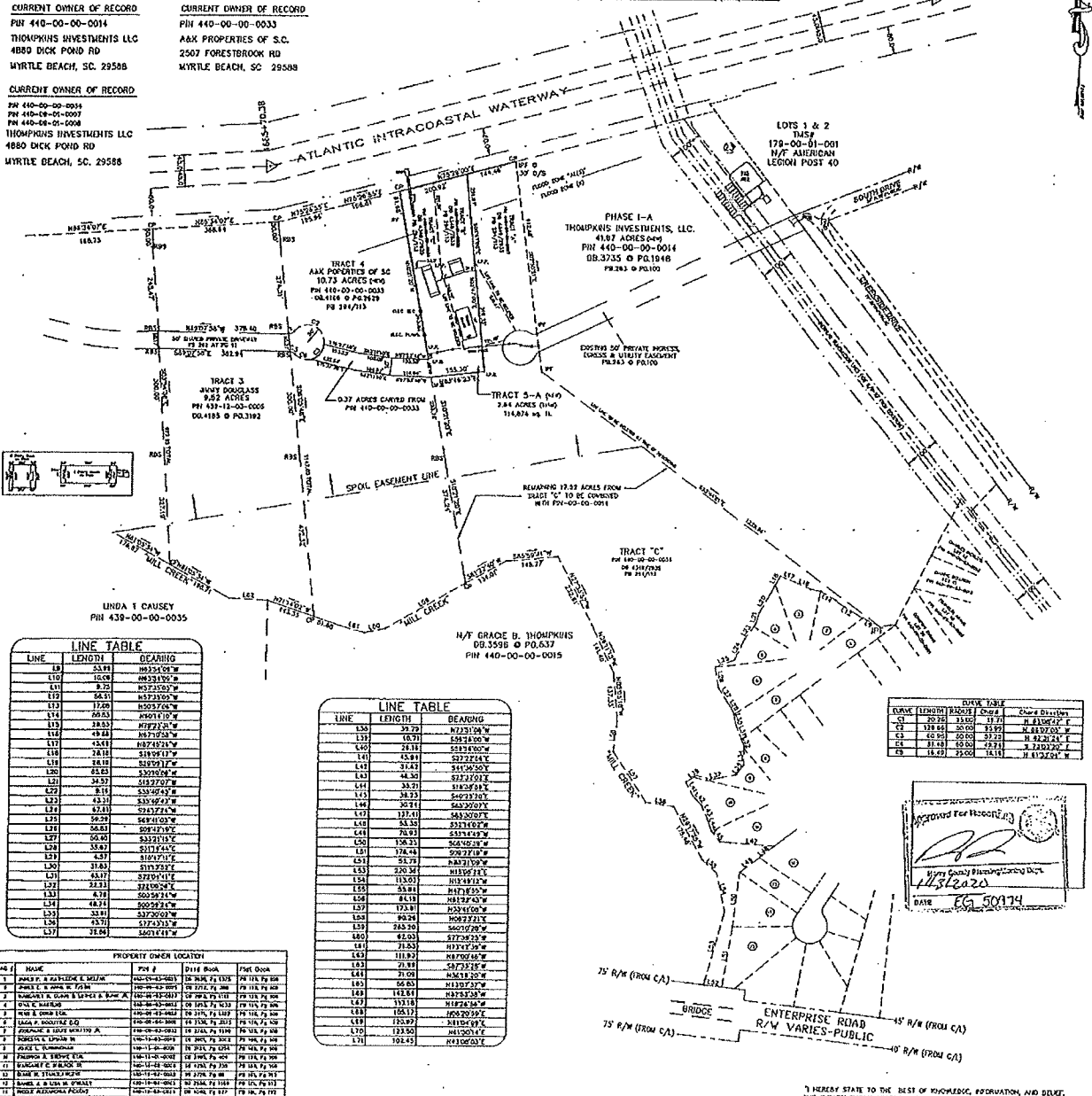
CERTIFICATE OF OWNERSHIP AND DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I (WE) ARE THE OWNER (S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS (PLAN OF DEVELOPMENT/PLAT) WITH MY (OUR) FREE CONSENT AND THAT I (WE) HEREBY DEDICATE ALL ITEMS AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

(PRINT) *James R. Blanton* (SIGN) *[Signature]* (DATE) *10-22-2022*
 THOMPSON INVESTMENTS LLC (OWNER)

(PRINT) *Neil H. Hays* (SIGN) *[Signature]* (DATE) *10-22-2022*
 A&X PROPERTIES OF S.C. (OWNER)

(PRINT) _____ (SIGN) _____ (DATE) _____

NOTE: ACCESS IS PROVIDED TO TRACTS 1-A THROUGH 5-A THROUGH USE OF A 50 FOOT WALK-ENCLOSURE OR APPROPRIATE ACCESS / UTILITY EASEMENT. THE ACCESS / UTILITY EASEMENT IS SHOWN ON THIS MAP AND SHALL BE OWNED & MAINTAINED COLLECTIVELY BY THE PROPERTY OWNERS OF THE ADJACENT LOTS. Horry COUNTY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF OR THE REPAIR/REWORK TO THE ACCESS / UTILITY EASEMENT.



LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|------------|
| L8 | 53.81 | N0324.98°W |
| L10 | 10.08 | N0324.98°W |
| L11 | 8.72 | N5323.00°W |
| L12 | 17.29 | N5323.00°W |
| L13 | 26.51 | N5323.00°W |
| L14 | 26.53 | N5323.00°W |
| L15 | 49.24 | N5323.00°W |
| L16 | 45.81 | N5323.00°W |
| L17 | 28.11 | N5323.00°W |
| L18 | 18.18 | N5323.00°W |
| L19 | 65.63 | S3030.04°E |
| L20 | 25.53 | S3327.07°E |
| L21 | 8.35 | S3327.07°E |
| L22 | 43.20 | S3327.07°E |
| L23 | 67.83 | S3327.07°E |
| L24 | 56.29 | S3327.07°E |
| L25 | 56.81 | S3327.07°E |
| L26 | 55.87 | S3327.07°E |
| L27 | 4.27 | S3327.07°E |
| L28 | 37.83 | S3327.07°E |
| L29 | 44.77 | S3327.07°E |
| L30 | 51.31 | S3327.07°E |
| L31 | 47.8 | S3327.07°E |
| L32 | 46.71 | S3327.07°E |
| L33 | 33.81 | S3327.07°E |
| L34 | 23.53 | S3327.07°E |
| L35 | 31.83 | S3327.07°E |

LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|------------|
| L36 | 37.79 | N7231.04°W |
| L37 | 13.29 | N7231.04°W |
| L38 | 28.11 | S5323.00°W |
| L39 | 45.81 | S5323.00°W |
| L40 | 28.11 | S5323.00°W |
| L41 | 44.30 | S5323.00°W |
| L42 | 38.27 | S5323.00°W |
| L43 | 38.27 | S5323.00°W |
| L44 | 38.27 | S5323.00°W |
| L45 | 38.27 | S5323.00°W |
| L46 | 38.27 | S5323.00°W |
| L47 | 38.27 | S5323.00°W |
| L48 | 38.27 | S5323.00°W |
| L49 | 38.27 | S5323.00°W |
| L50 | 38.27 | S5323.00°W |
| L51 | 38.27 | S5323.00°W |
| L52 | 38.27 | S5323.00°W |
| L53 | 38.27 | S5323.00°W |
| L54 | 38.27 | S5323.00°W |
| L55 | 38.27 | S5323.00°W |
| L56 | 38.27 | S5323.00°W |
| L57 | 38.27 | S5323.00°W |
| L58 | 38.27 | S5323.00°W |
| L59 | 38.27 | S5323.00°W |
| L60 | 38.27 | S5323.00°W |
| L61 | 38.27 | S5323.00°W |
| L62 | 38.27 | S5323.00°W |
| L63 | 38.27 | S5323.00°W |
| L64 | 38.27 | S5323.00°W |
| L65 | 38.27 | S5323.00°W |
| L66 | 38.27 | S5323.00°W |
| L67 | 38.27 | S5323.00°W |
| L68 | 38.27 | S5323.00°W |
| L69 | 38.27 | S5323.00°W |
| L70 | 38.27 | S5323.00°W |
| L71 | 38.27 | S5323.00°W |

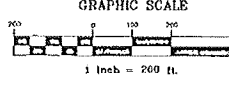
DATA TABLE

| CURVE | LENGTH | ANGLE | CHORD | CHORD BEARING |
|-------|--------|--------|-------|----------------|
| C1 | 20.35 | 33.69° | 11.17 | N 81.07° 00' W |
| C2 | 118.64 | 20.00° | 35.97 | N 81.07° 00' W |
| C3 | 60.85 | 30.31° | 31.13 | N 81.07° 00' W |
| C4 | 31.48 | 65.00° | 19.71 | S 74.92° 00' E |
| C5 | 18.27 | 25.00° | 14.11 | N 81.07° 00' W |

PROPERTY OWNER LOCATION

| NO. | NAME | PIN # | PLAT BOOK | PAGE |
|-----|---------------------------------|----------------|-----------|------|
| 1 | BAUER PLANTATION & ASSOC., INC. | 440-00-00-0014 | 289 | 91 |
| 2 | THOMPSON INVESTMENTS LLC | 440-00-00-0014 | 289 | 91 |
| 3 | THOMPSON INVESTMENTS LLC | 440-00-01-0008 | 263 | 100 |
| 4 | THOMPSON INVESTMENTS LLC | 440-00-00-0007 | 263 | 100 |
| 5 | THOMPSON INVESTMENTS LLC | 440-00-00-0008 | 263 | 100 |
| 6 | THOMPSON INVESTMENTS LLC | 440-00-00-0009 | 263 | 100 |
| 7 | THOMPSON INVESTMENTS LLC | 440-00-00-0010 | 263 | 100 |
| 8 | THOMPSON INVESTMENTS LLC | 440-00-00-0011 | 263 | 100 |
| 9 | THOMPSON INVESTMENTS LLC | 440-00-00-0012 | 263 | 100 |
| 10 | THOMPSON INVESTMENTS LLC | 440-00-00-0013 | 263 | 100 |
| 11 | THOMPSON INVESTMENTS LLC | 440-00-00-0014 | 263 | 100 |
| 12 | THOMPSON INVESTMENTS LLC | 440-00-00-0015 | 263 | 100 |
| 13 | THOMPSON INVESTMENTS LLC | 440-00-00-0016 | 263 | 100 |
| 14 | THOMPSON INVESTMENTS LLC | 440-00-00-0017 | 263 | 100 |
| 15 | THOMPSON INVESTMENTS LLC | 440-00-00-0018 | 263 | 100 |
| 16 | THOMPSON INVESTMENTS LLC | 440-00-00-0019 | 263 | 100 |
| 17 | THOMPSON INVESTMENTS LLC | 440-00-00-0020 | 263 | 100 |
| 18 | THOMPSON INVESTMENTS LLC | 440-00-00-0021 | 263 | 100 |
| 19 | THOMPSON INVESTMENTS LLC | 440-00-00-0022 | 263 | 100 |
| 20 | THOMPSON INVESTMENTS LLC | 440-00-00-0023 | 263 | 100 |
| 21 | THOMPSON INVESTMENTS LLC | 440-00-00-0024 | 263 | 100 |
| 22 | THOMPSON INVESTMENTS LLC | 440-00-00-0025 | 263 | 100 |
| 23 | THOMPSON INVESTMENTS LLC | 440-00-00-0026 | 263 | 100 |
| 24 | THOMPSON INVESTMENTS LLC | 440-00-00-0027 | 263 | 100 |
| 25 | THOMPSON INVESTMENTS LLC | 440-00-00-0028 | 263 | 100 |
| 26 | THOMPSON INVESTMENTS LLC | 440-00-00-0029 | 263 | 100 |
| 27 | THOMPSON INVESTMENTS LLC | 440-00-00-0030 | 263 | 100 |
| 28 | THOMPSON INVESTMENTS LLC | 440-00-00-0031 | 263 | 100 |
| 29 | THOMPSON INVESTMENTS LLC | 440-00-00-0032 | 263 | 100 |
| 30 | THOMPSON INVESTMENTS LLC | 440-00-00-0033 | 263 | 100 |

BLANTON LAND SURVEYING, INC.
 2606 RIVERSIDE DRIVE
 MYRTLE BEACH, S.C. 29570



I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE VIRGINIA STANDARD OPERATING PROCEDURES FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND WIELDS OR EXERCISES THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO, THERE ARE NO ENCROACHMENTS OR PROBLEMS OTHER THAN SHOWN.

OCTOBER 19, 2020
 JAMES R. BLANTON, SLS, LIC. NO. 15511

44009040002,

STATE OF SOUTH CAROLINA

TITLE OF REAL ESTATE

COUNTY OF HORRY

(No title search conducted for the preparation of this deed)

KNOW ALL MEN BY THESE PRESENTS,

That **A&K Properties of South Carolina, Inc.** in the State of aforesaid for and in consideration of the sum of **FIVE AND 00/100 ---- (\$5.00) DOLLARS** to me paid by **Thompkins Investments, LLC** in the State aforesaid, (Receipt whereof is hereby acknowledged) have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said **Thompkins Investments, LLC**, its Successors and Assigns, the following described property.

SEE PROPERTY DESCRIPTION RIDER

Grantees Address: 5890 Brothers Hill Road, Myrtle Beach, SC 29588

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Thompkins Investments, LLC**, its Successors and Assigns forever.

AND the Grantor(s) herein hereby binds itself, themselves, its or their successors, or his her, and their Heirs, Executors or Administrators, (as the case may be), to Warrant and forever defend all and singular the said premises unto the said **Thompkins Investments, LLC**, its Successors and Assigns, or his, her and their Heirs and assigns, (as the case may be), against itself,

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themselves, and its or their successors, or his, her and their heirs, (as the case may be), and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness the execution hereof by grantor this 29 of oct in the year of our Lord Two Thousand Twenty and in the Two Hundred and Forty-Fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in Presence of :

[Signature]
Witness # 1

[Signature]
Witness # 2 (Notary)

[Signature]
A&K Properties of South Carolina, Inc.
By: Kirk Hanna
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that the above referenced grantor(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 29 day of October, 2020

[Signature]
Jewelita D McAdams (print name)
Notary Public for South Carolina
My Commission Expires: 9-27-2026

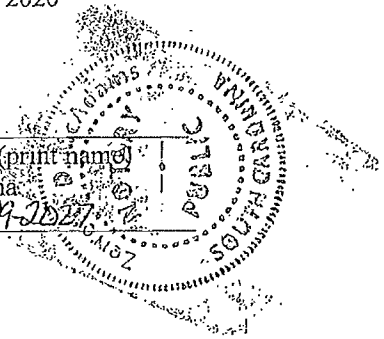


EXHIBIT "A"

PROPERTY DESCRIPTION RIDER

ALL AND SINGULAR, all that certain piece, parcel or tract of land lying and being in Socastee Township, State and County aforesaid, and as identified as "0.37 Acres Carved From PIN 440-00-00-0033", as more fully shown on that certain plat of survey entitled "RECONFIGURATION MAP OF TRACT A, TRACT B, TRACT C, TRACT 4 OF BAUER PLANTATION AND PHASE 1-A IN SOCASTEE TOWNSHIP, HORRY COUNTY, SOUTH CAROLINA" prepared for Thompkins Investments, LLC by Blanton Land Surveying, Inc., dated October 19, 2020, and recorded November 3, 2020 in Plat Book 295 at page 275 in the office of the ROD for Horry County, South Carolina. Said plat being incorporated herein by reference and made a part and parcel of this description.

SUBJECT HOWEVER, to a nonexclusive easement herein reserved to the grantor, its successors and assigns for ingress and egress and utilities easement over, under and across the property herein conveyed. It is the intention of the parties that no buildings are to be installed or erected in the said 0.37 acre parcel conveyed herewith and upon which a said easement is being reserved.

This being a portion of the property conveyed by deed of Bunk Aviation, LLC, to A&K Properties of South Carolina, Inc. recorded December 13, 2018 in Deed Book 4166, at page 2629, in the office of the ROD for Horry County, South Carolina.

Subdivided/Split from PIN: 440-00-00-0033

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STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is described as 0.37 acres, being subdivided from PIN 440-00-00-0033 from A&K Properties of South Carolina, Inc. to Thompkins Investments, LLC on Oct. 29, 2020.
3. Check one of the Following: The Deed is
 - (a) _____ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X Exempt from the deed recording fee because : Consideration under \$100.00

(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this Affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (b) _____ The fee is computed on the fair market value of the realty which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes ___ or No XX to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: _____
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$0.00
 - (b) Place the amount listed in item 5 above here: \$
 - (c) Subtract line 6(b) and place result here: \$0.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$0.00
8. As required by Code Section 12-24-70, I state I am a responsible person who was connected with the transaction as Attorney
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this
29th day of Oct., 2020.

April F. Baker
APRIL F. BAKER (Print Name)
Notary Public for South Carolina
My Commission Expires: 10.22.29

Davis Inabnit, Jr.
Davis Inabnit, Jr.

a



***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2021CP2602093

Official File Stamp: 10-08-2021 02:03:49 PM
Court: CIRCUIT COURT
Common Pleas
Horry

Case Caption: Calvin L Donaldson , plaintiff, et al VS Thompkins Investments Llc
Document(s) Submitted: Order/Dismissal Order/Dismissal

- Exhibit/Filing of Exhibits Exhibit/Filing of Exhibits
- Exhibit/Filing of Exhibits Exhibit/Filing of Exhibits
- Exhibit/Filing of Exhibits Exhibit/Filing of Exhibits
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- Exhibit/Filing of Exhibits Exhibit/Filing of Exhibits
- Exhibit/Filing of Exhibits Exhibit/Filing of Exhibits

Filed by or on behalf of: Robert E. Hood

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:
Luke A. Rankin for Thompkins Investments Llc
Edward B. Davis Inabnit, Jr. for Thompkins Investments Llc
Sam G. Stathos for Calvin L Donaldson et al
Henrietta U. Golding for Calvin L Donaldson et al

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

ELECTRONICALLY FILED - 2022 Jan 18 1:38 PM - HORRY - COMMON PLEAS - CASE#2021CP2602093

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP2602093

Calvin L Donaldson et al
PLAINTIFF(S)

Thompkins Investments Llc
DEFENDANT(S)

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.
- 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:

This matter came before the Court upon the Plaintiff's Motion to Reconsider its order on October 8, 2021. After consideration of the record, arguments made, and the applicable law, the Court finds that Plaintiff's Motion to Reconsider filed with the Court on October 18, 2021, is hereby DENIED.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/20/2021 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: 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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Horry Common Pleas

Case Caption: Calvin L Donaldson , plaintiff, et al VS Thompkins Investments Llc
Case Number: 2021CP2602093
Type: Order/Electronic Form 4

So Ordered

s/ R.E. Hood #2164

Electronically signed on 2021-12-20 10:30:04 page 3 of 3

ELECTRONICALLY FILED - 2021 Dec 20 11:09 AM - HORRY - COMMON PLEAS - CASE#2021CP2602093
ELECTRONICALLY FILED - 2022 Jan 18 1:38 PM - HORRY - COMMON PLEAS - CASE#2021CP2602093

Koerner, Carole

From: efiledonotreply@sccourts.org
Sent: Tuesday, January 18, 2022 1:39 PM
To: Golding, Henrietta
Cc: Koerner, Carole
Subject: Courtesy NEF RE: 2021CP2602093

[EXTERNAL EMAIL]

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2021CP2602093

Official File Stamp: 01-18-2022 01:38:31 PM
Court: CIRCUIT COURT
Common Pleas
Horry
Case Caption: Calvin L Donaldson , plaintiff, et al VS Thompkins Investments Llc
Document(s) Submitted: Appeal/Notice of Appeal to Court of Appeals
- Exhibit/Filing of Exhibits
- Exhibit/Filing of Exhibits
Filed by or on behalf of: Henrietta U. Golding

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Luke A. Rankin for Thompkins Investments Llc
Edward B. Davis Inabnit, Jr. for Thompkins Investments Llc
Sam G. Stathos for Calvin L Donaldson et al
Henrietta U. Golding for Calvin L Donaldson et al

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

~~~~ CONFIDENTIALITY NOTICE ~~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

**Koerner, Carole**

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**From:** efiledonotreply@sccourts.org  
**Sent:** Tuesday, January 18, 2022 2:55 PM  
**To:** Golding, Henrietta  
**Cc:** Koerner, Carole  
**Subject:** Accepted Notice: Your filing, Re: 0040457.0000001 - (499) Real Property/Other - Appeal/Notice of Appeal to Court of Appeals, was accepted

[EXTERNAL EMAIL]

---

**To:** Henrietta U. Golding hgolding@burr.com  
**From:** efiledonotreply@sccourts.org  
**Date:** 2022-01-18 13:38:31.34  
**Subject:** Your electronic filing, Re: 0040457.0000001 - (499) Real Property/Other - Appeal/Notice of Appeal to Court of Appeals, was accepted by CIRCUIT COURT.

Case Number: 2021CP2602093  
Case Type: (499) Real Property/Other  
Document Type: Appeal/Notice of Appeal to Court of Appeals  
Document Type: Exhibit/Filing of Exhibits  
Document Type: Exhibit/Filing of Exhibits  
Reason(s) : (none provided)

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

Certificate of Electronic Notification

Recipients

Henrietta Golding - Notification transmitted on 01-18-2022 01:39:18 PM.

Luke Rankin - Notification transmitted on 01-18-2022 01:39:18 PM.

Sam Stathos - Notification transmitted on 01-18-2022 01:39:17 PM.

Edward Inabnit - Notification transmitted on 01-18-2022 01:39:18 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2021CP2602093

Official File Stamp: 01-18-2022 01:38:31 PM

Court: CIRCUIT COURT

Common Pleas

Horry

Case Caption: Calvin L Donaldson , plaintiff, et al VS Thompkins Investments Llc

Document(s) Submitted: Appeal/Notice of Appeal to Court of Appeals

- Exhibit/Filing of Exhibits

- Exhibit/Filing of Exhibits

Filed by or on behalf of: Henrietta U. Golding

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Luke A. Rankin for Thompkins Investments Llc

Edward B. Davis Inabnit, Jr. for Thompkins Investments Llc

Sam G. Stathos for Calvin L Donaldson et al

Henrietta U. Golding for Calvin L Donaldson et al

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

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January 19, 2022

VIA EMAIL (ctappfilings@sccourts.org)

Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

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Jan 19 2022
SC Court of Appeals

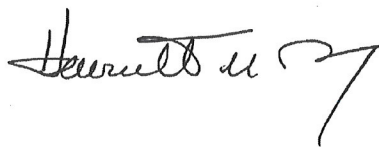
Re: Calvin L. Donaldson v. Thompkins Investments, LLC
Appellate Case No.: 2022-000043

Dear Ms. Kitchings:

Pursuant to the Court's letter of January 14, 2022, and Rule 203(d)(1)(B), SCACR, attached is a copy of the Notice of Appeal filed on January 18, 2022 with the Court of Common Pleas, Fifteenth Judicial Circuit, County of Horry.

Very truly yours,

Burr & Forman LLP



Henrietta U. Golding
HUG/ck
Attachment

cc: Catherine Harrison, Deputy Clerk (via email)
Luke A. Rankin, Esquire (via email)
Edward B. Davis Inabinit, Jr., Esquire (via email)
Sam G. Stathos, Esquire (via email)