

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

FEB 27 2023

SC Court of Appeals

R. Ferrell Cothran, Jr., Circuit Court Judge
C/A No. 2008-CP-43-02112

Appellate Case No. 2021-001293

The Estate of Fannie M. Champion, by
Evelyn Champion Ludd, Personal
Representative, Samuel Champion,
Evelyn C. Ludd, Sarah C. Evans,
Rachel C. Brown, Henry Champion, Jr.,
Janie M. Champion, Mary Johnson and
John L. Champion,

Appellants,

v.

Ronald L. Hallman, Marjorie J. Hallman,
Elton J. Hallman, Conswalla E. Hallman,
Oron J. Hallman, Hazelee C. Hallman,
Edward G. Hamilton, Helen D. Hamilton,
Edward E. Hamilton, Raymond Forbes
Davenport, II, and Mary Ellen Davenport,

Respondents.

RECORD ON APPEAL

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

R. Ferrell Cothran, Jr., Circuit Court Judge
C/A No. 2008-CP-43-02112

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2008CP4302112

Fannie M Champion et al
PLAINTIFF(S)

Ronald L Hallman et al
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:

Plaintiff's Motion to Alter or Amend the Cash Surety Bond is DENIED. The deeds have already been recorded pursuant to the Court Order; therefore, the issue of bond is moot as the bond would have stayed the order.

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 03/10/2022 .

John L Champion
Mary Johnson
Janie M Champion
Henry Champion, Jr
Rachel C Brown
Sarah C Evans
Evelyn C Ludd
Samuel Champion

NAMES OF TRADITIONAL FILERS SERVED BY MAIL



Sumter Common Pleas

Case Caption: Fannie M Champion , plaintiff, et al VS Ronald L Hallman ,
defendant, et al
Case Number: 2008CP4302112
Type: Order/Electronic Form 4

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2022-03-10 09:27:45 page 3 of 3

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case. **PLAINTIFF'S MOTION TO ALTER OR AMEND IS DENIED.**

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

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

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

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

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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

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



Sumter Common Pleas

Case Caption: Fannie M Champion , plaintiff, et al VS Ronald L Hallman ,
defendant, et al
Case Number: 2008CP4302112
Type: Order/Form 4

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2021-10-06 09:28:41 page 6 of 6

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2008 CP-43-02112

THE ESTATE OF FANNIE M. CHAMPION, ET AL
PLAINTIFF(S)

RONALD L. HALLMAN, ET AL
DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: **ATTORNEY JUSTIN D. MAINES' MOTION TO BE RELIEVED OF COUNSEL IS CONSENTED TO BY ALL PARTIES AND IS GRANTED BY THIS COURT.**

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for
the Clerk :

**PLAINTIFF'S MOTION TO ALTER OR AMEND
JUDGEMENT IS DENIED.**

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

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

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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

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



Sumter Common Pleas

Case Caption: Fannie M Champion , plaintiff, et al VS Ronald L Hallman ,
defendant, et al
Case Number: 2008CP4302112
Type: Order/Form 4

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2021-10-04 09:46:19 page 6 of 6

STATE OF SOUTH CAROLINA)

COUNTY OF SUMTER)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 2008-CP-43-2112

Fannie M. Champion, Samuel Champion,
Evelyn C. Ludd, Sarah C. Evans,
Rachel C. Brown, Henry Champion, Jr.
Janie M. Champion, Mary Johnson and
John L. Champion,

Plaintiffs,

Vs.

ORDERRonald L. Hallman, Marjorie J. Hallman,
Elton J. Hallman, Conswalla E. Hallman,
Oron J. Hallman and Hazelee C. Hallman,
Edward G. Hamilton, Helen D. Hamilton,
Edward E. Hamilton, Raymond Forbes
Davenport, II, and Mary Ellen Davenport,

Defendants

By motion of June 2, 2020, Defendants move for relief under Rule 70, SCRCF. This access easement dispute was called to trial on April 25, 2017, and a settlement was placed upon the record pursuant to Rule 43(k), SCRCF. On January 4, 2019, an Order was entered setting forth the terms of the settlement. As set forth below, the parties are hereby ordered to conclude the terms of the settlement as follows:

1. A plat dated May 26, 2017, entitled "SHINGLE MILL ROAD ACCESS" was prepared by Louis White Tisdale, RLS, has been recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7 (hereinafter referred to as "LAND SWAP plat"), and sets forth the exact property descriptions for the affected properties.

2. Within 30 days of entry of this Order, Plaintiffs shall convey to Defendants a Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property described as Parcel A and shown on the LAND SWAP plat. See attached deed.

3. Within 30 days of entry of this Order, Plaintiffs shall convey in fee simple certain real property consisting of several tracts of land equaling 0.96 acres and more fully described as Parcel B in the LAND SWAP plat to Defendants; See attached deed.

4. Within 30 days of entry of this Order, Defendants shall convey in fee simple certain real property consisting of several tracts of land equaling 0.97 acres and more fully described as Parcel C in the LAND SWAP plat to Plaintiffs. See attached deed.

5. On the 31st day after entry of this Order, if any one or more of the three deeds described above in (2), (3) and (4) have not been executed and filed in the office of the Register of Deeds (ROD), the Sumter County Clerk of Court shall immediately execute and record the deeds with the ROD office. See attached deed for execution by Clerk of Court.

6. Upon recording of the last of the deeds described in (2) through (4), or alternatively (5), Defendants shall take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property over and upon Parcel B.

7. No later than six months after the recording of the last of the three deeds described in (2) through (4), or alternatively (5), Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs' real property.

8. In the event any party appeals and seeks a stay of any one or more of the Orders entered in this matter, the appealing party shall be required to post with the Sumter County Clerk of Court cash surety in an amount not to exceed Fifty Thousand and no/100 (\$50,000.00) dollars, or such other amounts as may be determined to be sufficient by the Court. *South Carolina Code* § 18-9-130, and *South Carolina Code* § 18-9-170. All limitations set forth in (7) above shall be immediately stayed until further Order of the Court upon the filing of any appeal.



Sumter Common Pleas

Case Caption: Fannie M Champion , plaintiff, et al VS Ronald L Hallman ,
defendant, et al
Case Number: 2008CP4302112
Type: Order/Other

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2021-09-15 14:35:05 page 3 of 3

EX #1

STATE OF SOUTH CAROLINA)

Easement Quitclaim Deed

COUNTY OF SUMTER)

Whereas, Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, John L. Champion and Mary Johnson are the record owners of the within described real estate; and

WHEREAS, Fannie M. Champion (the "Decedent") died testate on January 10, 2016 seized and possessed of and undivided interest in and to the within described real estate; and

WHEREAS, the Estate of the Decedent is being administered in the Office of the Probate Court for Sumter County, South Carolina in File#2016-ES-43-00366; and

WHEREAS, prior to her death, the Decedent and other record owners above named brought a cause of action against the within Grantees and others involving the rights of the defendants named in said action to the use of the right of way commonly known as Shingle Mill Road, which cause of action is filed in the Office of the Clerk of Court for Sumter County, Case No. 2008-CP-43-2112 (the "Cause of Action"); and

WHEREAS, the parties to the Cause of Action have reached a settlement thereof pursuant to which they have agreed among other matters to exchange interest in real estate, including the granting of the non-exclusive, permanent and perpetual easement and right of way being conveyed hereunder (the "Settlement"); and

WHEREAS, the within described non-exclusive, permanent and perpetual easement and right of way constitutes the right of way to be conveyed to the within Grantees in accordance with the terms of said Settlement; and

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary for the Decedent's Estate and pursuant to the Order of the Court of Common Pleas handed down in the Cause of Action is "authorized and directed" to convey the within non-exclusive, permanent and perpetual easement and right of way over and upon the Estate's undivided interest in the within described property in exchange for certain adjacent like kind property that one or more of the Grantees are simultaneously conveying to the within Grantors (See copy of said Order on file in the above referenced proceedings).

NOW, THEREFORE, that the undersigned Grantors, in the County and State aforesaid, for and in consideration of the above recitals, the exchange of like kind property, the Settlement of the Cause of Action and the sum of One and No/100 (\$1.00) Dollar (and no other consideration) to them in hand paid at and before the sealing of these presents by **Ronald L. Hallman and Marjorie J. Hallman, Elton J. Hallman and Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hallman, Helen D. Hamilton and Edward E. Hamilton, and Mary Ellen Davenport (the "Grantees")**, the receipt whereof is hereby acknowledged, have granted bargained, sold and released, and by these Presents do grant, bargain, sell and release to the said **Grantees**, their heirs and assigns, a permanent and perpetual easement and right of way over and across those premises described on Schedule A, attached hereto and by this reference made a part hereof. The non-exclusive, permanent and perpetual easement and right of way being conveyed hereunder is more fully described on said Schedule A.

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 said premises before mentioned unto the said **Grantees**, their heirs and assigns forever.

(For signatures of Grantors see ensuing pages)

Grantee's Address:
 C/O Ronald L. Hallman
 2400 Shingle Mill Road
 Dalzell, SC 29040

WITNESS the execution hereof by the undersigned Grantor this ___ day of _____, 2017, and in the two hundred and forty-first year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Estate of Fannie M. Champion

By: _____ (SEAL)
Evelyn C. Ludd
Its Personal Representative

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by Evelyn C. Ludd, Personal Representative of the Estate of Fannie May Champion, on behalf of the Estate.

My Commission Expires: __/__/____

Notary Public for SC

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ____ day of _____, 2017, and in the two hundred and forty-first year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Samuel Champion (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of October, 2017, by Samuel Champion.

Notary Public for SC

My Commission Expires: __/__/__

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ____ day of _____, 2017, and in the two hundred and forty-first year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Evelyn C. Ludd (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of October, 2017, by Evelyn C. Ludd.

My Commission Expires: __/__/__

Notary Public for SC

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ____ day of _____, 2017, and in the two hundred and forty-first year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Sarah C. Evans (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of October, 2017, by Sarah C. Evans.

My Commission Expires: ____/____/____
(SEAL)

Notary Public for SC

WITNESS the execution hereof by the undersigned Grantor this ___ day of _____, 2017, and in the two hundred and forty-first year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____(SEAL)
Rachel C. Brown

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ___ day of October, 2017, by Rachel C. Brown.

My Commission Expires: __/__/____

Notary Public for SC

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ____ day of _____, 2017, and in the two hundred and forty-first year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____(SEAL)
Henry Champion, Jr.

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of October, 2017, by Henry Champion, Jr.

My Commission Expires: __/__/__

Notary Public for SC

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ____ day of _____, 2017, and in the two hundred and forty-first year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Janie M. Champion (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of October, 2017, by Janie C. Champion.

Notary Public for SC

My Commission Expires: __/__/____

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ___ day of _____, 2017, and in the two hundred and forty-first year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary Johnson (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ___ day of October, 2017, by Mary Johnson.

My Commission Expires: __/__/____
(SEAL) Notary Public for SC

WITNESS the execution hereof by the undersigned Grantor this ____ day of _____, 2017, and in the two hundred and forty-first year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

John L. Champion _____(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of October, 2017, by John L. Champion.

My Commission Expires: __/__/__

Notary Public for SC

(SEAL)

SCHEDULE A

A non-exclusive, permanent and perpetual easement and right of way over and across that certain piece, parcel or strip of land situate, lying and being in Providence Township, County of Sumter, State of South Carolina, containing .39 acre, more or less, and being more particularly shown and delineated as Parcel A on that certain plat by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2017, at page ____, and having such boundaries, metes, courses and distances as are shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended. Said Easement is 50 foot in width and extends over the entire parcel above described and is being given for purposes of ingress and egress to lands of the within Grantees more particularly set forth on Schedule B appended hereto and made a part hereof. This easement is to be appurtenant to said lands of the within Grantees and is being given as a part of the Settlement of the Cause of Action referenced in the introductory paragraphs of this easement deed.

The within Grantors acquired the property over which the easement extends by the following deeds:

1. Being a portion of the property conveyed to Henry Champion and Fannie M. Champion by deed of William M. Reynolds, Master In Equity for Sumter County, by his deed dated February 10, 1993, and recorded in said ROD Office on February 19, 1993, in Volume 564, at page 156. Henry Champion died intestate on March 5, 2006 his interest in said properties having been distributed to his children (being the Grantors herein other than Fannie M. Champion) by Deed of Distribution dated January 5, 2007, and recorded in said ROD Office on January 5, 2007 in Book 1060, at page 153. Fannie M. Champion died on January 10, 2016 as will appear by reference to the administration of her Estate on file in the Office of the Probate Court for Sumter County, Case No. 2016-ES-43-00366; and
2. Being a portion of the property conveyed to Michael L. Ludd and Evelyn C. Ludd by Deed of Henry Champion and Fannie Champion dated July 26, 2002 and recorded in said ROD Office on July 31, 2002 in Book 851, at page 402. Michael L. Ludd subsequently died on February 8, 2010 leaving his interest in said property to his spouse, Evelyn C. Ludd as will appear by reference to his Estate on file in the Office of the Probate Judge for Sumter County, File No. 2010-ES-43-00128, as confirmed by Deed of Distribution from said Estate dated February 16, 2011 and filed in said ROD on February 22, 2011 in Book 1150, at page 3853.

The within holders of said Easement, their heirs and assigns, specifically are granted the right (but not the duty) to maintain and improve said easement, including the right to pave the same.

Sumter County Tax Map No. 197-00-01-019 and 197-00-01-139 (part)

Schedule B

Grantee Landowners

Tax Map Nos. of Parcels to which
Easement is appurtenant

Ronald L. Hallman and
Marjorie J. Hallman

198-00-01-022 and
197-00-01-055

Elton J. Hallman and
Conswalla E. Hallman

198-00-01-064

Mary Ellen Davenport

198-00-01-020 and 021

and possibly others claiming by and through the above named landowners who may be included in the class of defendants named in the Cause of Action as referenced in the introductory paragraph to this easement deed.

STATE OF SOUTH CAROLINA)

Quitclaim Deed

COUNTY OF SUMTER)

Whereas, Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, John L. Champion and Mary Johnson are the record owners of the within described real estate; and

WHEREAS, Fannie M. Champion (the "Decedent") died testate on January 10, 2016 seized and possessed of and undivided interest in and to the within described real estate; and

WHEREAS, the Estate of the Decedent is being administered in the Office of the Probate Court for Sumter County, South Carolina in File#2016-ES-43-00366; and

WHEREAS, prior to her death, the Decedent and other record owners above named brought a cause of action against the within Grantee and others involving the rights of the defendants named in said action to the use of the right of way commonly known as Shingle Mill Road, which cause of action is filed in the Office of the Clerk of Court for Sumter County, Case No. 2008-CP-43-2112 (the "Cause of Action"); and

WHEREAS, the parties to the Cause of Action have reached a settlement thereof pursuant to which they have agreed among other matters to exchange interests in real estate, including the real estate herein described; and

WHEREAS, the within described real estate constitutes the real property to be conveyed to the within Grantee in accordance with the terms of said settlement; and

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary for the Decedent's Estate and pursuant to the Order of the Court of Common Pleas handed down in the Cause of Action is "authorized and directed" to exchange the Estate's undivided interest in the within described property for other like-kind property that the Grantee and others are simultaneously conveying to the within Grantors (See copy of said Order on file in the above referenced proceedings).

NOW, THEREFORE, that the undersigned Grantors, in the County and State aforesaid, for and in consideration of the above recitals, the exchange of like kind property, the settlement of the Cause of Action and the sum of One and No/100 (\$1.00) Dollar (and no other consideration) to them in hand paid at and before the sealing of these presents by **Raymond Forbes Davenport, II** and **Mary Ellen Davenport** (the "**Grantees**"), the receipt whereof is hereby acknowledged, have granted bargained, sold and released, and by these Presents do grant, bargain, sell and release to the said **Grantees**, their heirs and assigns, those premises described on Schedule A, attached hereto and by this reference made a part hereof.

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 said premises before mentioned unto the said **Grantees**, their heirs and assigns forever.

SUBJECT TO and excepting those matters described in Schedule B attached hereto and by this reference made a part hereof.

(For signature pages see ensuing pages)

Grantee's Address:
Raymond F. and Mary Ellen Davenport
2520 Shingle Mill Road
Sumter, SC 29153

WITNESS the execution hereof by the undersigned Grantor this ____ day of _____, 2021, and in the two hundred and forty-fifth year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Estate of Fannie M. Champion

By: _____ (SEAL)

Evelyn C. Ludd

Its Personal Representative

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Evelyn C. Ludd, Personal Representative of the Estate of Fannie May Champion, on behalf of the Estate.

Notary Public for SC

My Commission Expires: __/__/__

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ___ day of _____, 2021, and in the two hundred and forty-fifth year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Samuel Champion (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Samuel Champion.

My Commission Expires: __/__/____

(SEAL)

Notary Public for SC

Notary Public for SC

My Commission Expires: __/__/__

(SEAL)

ELECTRONICALLY FILED - 2021 Sep 14 4:28 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112
ELECTRONICALLY FILED - 2021 Sep 15 3:14 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112

WITNESS the execution hereof by the undersigned Grantor this ___ day of _____,
2021, and in the two hundred and forty-fifth year of Sovereignty and Independence of the United
States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Evelyn C. Ludd (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ___ day of _____,
2021, by Evelyn C. Ludd.

Notary Public for SC

My Commission Expires: __/__/____

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ____ day of _____, 2021, and in the two hundred and forty-fifth year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Sarah C. Evans (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Sarah C. Evans.

My Commission Expires: __/__/__

(SEAL)

Notary Public for SC

WITNESS the execution hereof by the undersigned Grantor this ___ day of _____,
2021, and in the two hundred and forty-fifth year of Sovereignty and Independence of the United
States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Rachel C. Brown (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ___ day of _____,
2021, by Rachel C. Brown.

My Commission Expires: __/__/____

Notary Public for SC

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ___ day of _____,
2021, and in the two hundred and forty-fifth year of Sovereignty and Independence of the United
States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Henry Champion, Jr. (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ___ day of _____,
2021, by Henry Champion, Jr.

My Commission Expires: __/__/____

Notary Public for SC

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ____ day of _____, 2021, and in the two hundred and forty-fifth year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Janie M. Champion (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Janie C. Champion.

My Commission Expires: __/__/__

Notary Public for SC

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this ____ day of _____, 2021, and in the two hundred and forty-fifth year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary Johnson (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Mary Johnson.

My Commission Expires: __/__/____

(SEAL)

Notary Public for SC

ELECTRONICALLY FILED - 2021 Sep 14 4:28 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112
ELECTRONICALLY FILED - 2021 Sep 15 3:14 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112

WITNESS the execution hereof by the undersigned Grantor this ___ day of _____,
2021, and in the two hundred and forty-fifth year of Sovereignty and Independence of the United
States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____(SEAL)
John L. Champion

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ___ day of _____,
2021, by John L. Champion.

Notary Public for SC

My Commission Expires: __/__/__

(SEAL)

SCHEDULE A

All that certain piece, parcel or strip of land situate, lying and being in Providence Township, County of Sumter, State of South Carolina, containing .96 acre, more or less, and being more particularly shown and delineated as Parcel B on that certain plat by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7, and having such boundaries, metes, courses and distances as are shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended.

This being a portion of the property conveyed to Henry Champion and Fannie M. Champion by deed of William M. Reynolds, Master In Equity for Sumter County, by his deed dated February 10, 1993, and recorded in said ROD Office on February 19, 1993, in Volume 564, at page 156. Henry Champion died intestate on March 5, 2006 his interest in said properties having been distributed to his children (being the Grantors herein other than Fannie M. Champion) by Deed of Distribution dated January 5, 2007, and recorded in said ROD Office on January 5, 2007 in Book 1060, at page 153. Fannie M. Champion died on January 10, 2016 as will appear by reference to the administration of her Estate on file in the Office of the Probate Court for Sumter County, Case No. 2016-ES-43-00366.

Sumter County Tax Map Nos. 197-00-01-019 and 197-00-01-023 (part)

Schedule B

1. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
2. Rights of way for public utilities, if any.
3. Taxes for 2021 and subsequent years, a lien but not yet due and payable.
4. The property is being conveyed in "as is" condition.
5. Subject to a non-exclusive, permanent and perpetual 50' easement and right of way over and across said Parcel B in favor of Ronald L. Hallman and Marjorie J. Hallman, Elton J. Hallman and Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hallman, Helen D. Hamilton and Edward E. Hamilton, Raymond Forbes Davenport, II and Mary Ellen Davenport, being the Defendants named in the Cause of Action as filed in the Office of the Clerk of Court for Sumter County, Case No. 2008-CP-43-2112 (the "Cause of Action"), their heirs and assigns, pursuant to the Settlement Order filed in said proceedings.

STATE OF SOUTH CAROLINA)

Quitclaim Deed

COUNTY OF SUMTER)

Whereas, Mary Ellen Davenport, together with Elton J. Hallman and Conswalla E. Hallman, are the record owners of the within described real estate, said real estate being cut off from two larger tracts owned separately by said parties; and

WHEREAS, the within Grantees brought a cause of action against the within Grantors and others involving the rights of said Grantors named as defendants in said action to the use of the right of way commonly known as Shingle Mill Road, which cause of action is filed in the Office of the Clerk of Court for Sumter County, Case No. 2008-CP-43-2112 (the "Cause of Action"); and

WHEREAS, the parties to the Cause of Action have reached a settlement thereof pursuant to which they have agreed among other matters to exchange interests in real estate, including the exchange of real estate being conveyed hereunder; and

WHEREAS, the within described real estate constitutes all of the property to be conveyed to the within Grantees in accordance with the terms of said settlement.

NOW, THEREFORE, that the undersigned Grantors, in the County and State aforesaid, for and in consideration of the above recitals, the exchange of like kind property, the settlement of the Cause of Action and the sum of One and No/100 (\$1.00) Dollar (and no other consideration) to them in hand paid at and before the sealing of these presents by the Estate of **Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, John L. Champion and Mary Johnson** (the "Grantees"), the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release to the said Grantees, their heirs, successors and assigns, those premises described on Schedule A, attached hereto and by this reference made a part hereof.

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 said premises before mentioned unto the said Grantees, their heirs, successors and assigns forever.

(For execution by Grantors see ensuing pages)

WITNESS the execution hereof by the undersigned Grantor this 28 day of Feb., 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Julie S. Munay

Mary Ellen Davenport (SEAL)
Mary Ellen Davenport

Sarah C. Heddings

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 28th day of Feb., 2019, by Mary Ellen Davenport.

Julie S. Munay
Notary Public for SC

My Commission Expires: 8/14/28

(SEAL)

WITNESS the execution hereof by the undersigned Grantors this ___ day of _____, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jeram R. Steele

Julie S. Munday

Elton J. Hallman

Elton J. Hallman

(SEAL)

Conswalla E. Hallman

Conswalla E. Hallman

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 21st day of Feb, 2019, by Elton J. Hallman and Conswalla E. Hallman.

Julie S. Munday
Notary Public for SC

My Commission Expires: 8/14/28

(SEAL)

SCHEDULE A

All that certain piece, parcel or strip of land situate, lying and being in Providence Township, County of Sumter, State of South Carolina, containing .96 acre, more or less, and being more particularly shown and delineated as Parcel C on that certain plat by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7, and having such boundaries, metes, courses and distances as are shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended.

This being a portion of the property conveyed to the within Grantors by the following deeds:

By deed of Raymond F. Davenport, et al, to Mary Ellen Davenport dated February 15, 1994 and recorded in said ROD Office on February 16, 1994 in Volume 593, at page 734; and

By deed of Barbara B. Tyson to Elton J. Hallman and Conswalla E. Hallman dated March 23, 1989 and recorded in said ROD Office on March 24, 1989 in Volume 485, at page 1827.

Sumter County Tax Map No. 198-00-01-020 (pt) and 198-00-01-064 (pt)

Schedule B

1. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
2. Rights of way for public utilities, if any.
3. Taxes for 2019 and subsequent years, a lien but not yet due and payable.
4. The property is being conveyed in "as is" condition.

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
) IN THE COURT OF COMMON PLEAS
) FOR THE THIRD JUDICIAL CIRCUIT
) CIVIL ACTION NO: 2008-CP-43-2112
Fannie M. Champion, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.)
Janie M. Champion, Mary Johnson and)
John L. Champion,)
) TITLE UNDER ORDER OF COURT
Plaintiffs,)
) (Easement Deed)
Vs.)
) Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport)
Defendants)

TO WHOM ALL THESE PRESENTS SHALL COME OR BE MADE KNOWN, OR
whom the same may in anywise concern, I, James C. Campbell, Clerk of Court for the County of
Sumter in the state aforesaid, send greetings:

WHEREAS, in the captioned action as filed in the Court of Common Pleas for the
County of Sumter, the parties therein named reached a settlement which was entered as an Order
of this Court on January 4, 2019 (the "Settlement Order"); and

WHEREAS, the parties were unable to effectuate the settlement and by its Order dated
September __, 2021, pursuant to authority contained in Rule 70, South Carolina Rules of Civil
Procedure, said Court directed the undersigned Clerk of Court in keeping with the agreements
reached by the parties as set forth in the Settlement Order, to execute and convey the within
described non-exclusive, permanent and perpetual easement to the within Grantees(the "Rule 70
Order"), the Settlement Order and the Rule 70 Order being collectively referred to as the
"Decrees".

WHEREAS, the Settlement Order sets forth the agreement of the parties to exchange interests in real estate, including the granting of the non-exclusive, permanent and perpetual easement and right of way being conveyed hereunder;

NOW THEREFORE, KNOW AL MEN, that I, the said Clerk of Court, in the County and State aforesaid, for and in consideration of the above recitals, the exchange of like kind property, the settlement of the captioned action and the sum of One and No/100 (\$1.00) Dollar (and no other consideration) to them in hand paid at and before the sealing of these presents by **Ronald L. Hallman and Marjorie J. Hallman, Elton J. Hallman and Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton and Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II and Mary Ellen Davenport (the "Grantees")**, the receipt whereof is hereby acknowledged, have granted bargained, sold and released, and by these presents does grant, bargain, sell and release to the said **Grantees**, their heirs and assigns, a non-exclusive, permanent and perpetual easement and right of way over and across those premises described on Schedule A, attached hereto and by this reference made a part hereof. The non-exclusive, permanent and perpetual easement and right of way being conveyed hereunder is more fully described on said Schedule A.

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 said premises before mentioned unto the said **Grantees**, their heirs and assigns forever.

WITNESS the execution hereof by the undersigned Clerk of Court, under and by virtue of said Decrees, have hereunto set my hand and seal at Sumter, South Carolina, this ___ day of September, 2021, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

James C. Campbell
Clerk of Court

(SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ___ day of _____,
2021, by James C. Campell, Clerk of Court for Sumter County, pursuant to the Decrees..

Notary Public for SC

My Commission Expires: __/__/____

(SEAL)

Addresses of Grantees:

Ronald L. Hallman & Marjorie J. Hallman
PO Box 58
Dalzell, SC 29040

Edward E. Hamilton
PO Box 42
Dalzell, SC 29040

Elton J. Hallman & Coswalla E. Hallman
2304 Harper Street
Sumter, SC 29150

Edward G. Hamilton
4090 Shingle Mill Road
Dalzell, SC 29040

Oron J. Hallman & Hazelee C. Hallman
2400 Shingle Mill Road
Dalzell, SC 29040

Raymond Forbes Davenport, II &
Mary Ellen Davenport
2520 Shingle Mill Road
Dalzell, SC 29040

SCHEDULE A

A non-exclusive, permanent and perpetual easement and right of way over and across that certain piece, parcel or strip of land situate, lying and being in Providence Township, County of Sumter, State of South Carolina, containing .39 acre, more or less, and being more particularly shown and delineated as Parcel A on that certain plat by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7, and having such boundaries, metes, courses and distances as are shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended. Said Easement is 50 foot in width and extends over the entire parcel above described and is being given for purposes of ingress and egress to lands of the within Grantees more particularly set forth on Schedule B appended hereto and made a part hereof. This easement is to be appurtenant to said lands of the within Grantees and is being given as a part of the Settlement of the cause of action referenced in the introductory paragraphs of this easement deed.

The within Grantors acquired the property over which the easement extends by the following deeds:

1. Being a portion of the property conveyed to Henry Champion and Fannie M. Champion by deed of William M. Reynolds, Master In Equity for Sumter County, by his deed dated February 10, 1993, and recorded in said ROD Office on February 19, 1993, in Volume 564, at page 156. Henry Champion died intestate on March 5, 2006 his interest in said properties having been distributed to his children (being the Grantors herein other than Fannie M. Champion) by Deed of Distribution dated January 5, 2007, and recorded in said ROD Office on January 5, 2007 in Book 1060, at page 153. Fannie M. Champion died on January 10, 2016 as will appear by reference to the administration of her Estate on file in the Office of the Probate Court for Sumter County, Case No. 2016-ES-43-00366; and
2. Being a portion of the property conveyed to Michael L. Ludd and Evelyn C. Ludd by Deed of Henry Champion and Fannie Champion dated July 26, 2002 and recorded in said ROD Office on July 31, 2002 in Book 851, at page 402. Michael L. Ludd subsequently died on February 8, 2010 leaving his interest in said property to his spouse, Evelyn C. Ludd as will appear by reference to his Estate on file in the Office of the Probate Judge for Sumter County, File No. 2010-ES-43-00128, as confirmed by Deed of Distribution from said Estate dated February 16, 2011 and filed in said ROD on February 22, 2011 in Book 1150, at page 3853.

The within holders of said Easement, their heirs and assigns, specifically are granted the right (but not the duty) to maintain and improve said easement, including the right to pave the same.

Sumter County Tax Map No. 197-00-01-019 and 197-00-01-139 (part)

SCHEDULE B

Grantee Landowners

Tax Map Nos. of Parcels to which
Easement is appurtenant

Ronald L. Hallman and
Marjorie J. Hallman

197-00-01-020 and
197-00-01-055

Elton J. Hallman and
Conswalla E. Hallman

198-00-01-064

Edward E. Hamilton

198-00-01-101

Edward G. Hamilton

198-00-01-102

Raymond F. Davenport, II &
Mary Ellen Davenport

198-00-01-020

and possibly others claiming by and through the above named landowners who may be included in the class of defendants named in the cause of action as referenced in the caption to this easement deed.

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)
)
)
Fannie M. Champion, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.)
Janie M. Champion, Mary Johnson and)
John L. Champion,)
)
Plaintiffs,)
)
Vs.)
)
Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport)
)
Defendants)
)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 2008-CP-43-2112

TITLE UNDER ORDER OF COURT

Fee Simple

TO WHOM ALL THESE PRESENTS SHALL COME OR BE MADE KNOWN, OR
whom the same may in anywise concern, I, James C. Campbell, Clerk of Court for the County of
Sumter in the state aforesaid, send greetings:

WHEREAS, in the captioned action as filed in the Court of Common Pleas for the
County of Sumter, the parties therein named reached a settlement which was entered as an Order
of this Court on January 4, 2019 (the "Settlement Order"); and

WHEREAS, the parties were unable to effectuate the settlement and by its Order dated
September __, 2021, pursuant to authority contained in Rule 70, South Carolina Rules of Civil
Procedure, said Court directed the undersigned Clerk of Court in keeping with the agreements
reached by the parties as set forth in the Settlement Order, to execute and convey the within
described property to the within Grantees (the "Rule 70 Order"), the Settlement Order and the
Rule 70 Order being collectively referred to as the "Decrees".

WHEREAS, the Settlement Order sets forth the agreement of the parties to exchange interests in real estate, including the conveyance of the within described property being exchanged and conveyed hereunder.

NOW THEREFORE, KNOW AL MEN, that I, the said Clerk of Court, in the County and State aforesaid, for and in consideration of the above recitals, the exchange of like kind property, the settlement of the cause of action and the sum of One and No/100 (\$1.00) Dollar (and no other consideration) to them in hand paid at and before the sealing of these presents by **Raymond F. Davenport and Mary Ellen Davenport (the "Grantees")**, the receipt whereof is hereby acknowledged, have granted bargained, sold and released, and by these Presents do grant, bargain, sell and release to the said **Grantees**, their heirs and assigns, those premises described on Schedule A, attached hereto and by this reference made a part hereof.

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 said premises before mentioned unto the said **Grantees**, their heirs and assigns forever.

SUBJECT TO and excepting those matters described in Schedule B attached hereto and by this reference made a part hereof.

WITNESS the execution hereof by the undersigned Clerk of Court, under and by virtue of said Decrees, have hereunto set my hand and seal at Sumter, South Carolina, this ___ day of September, 2021, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____(SEAL)
James C. Campbell
Clerk of Court

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by James C. Campell, Clerk of Court for Sumter County, pursuant to the Decrees..

Notary Public for SC

My Commission Expires: __/__/____

(SEAL)

Grantee's Address:
Raymond F. and Mary Ellen Davenport
2520 Shingle Mill Road
Sumter, SC 29153

SCHEDULE A

All that certain piece, parcel or strip of land situate, lying and being in Providence Township, County of Sumter, State of South Carolina, containing .96 acre, more or less, and being more particularly shown and delineated as Parcel B on that certain plat by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7, and having such boundaries, metes, courses and distances as are shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended.

This being a portion of the property conveyed to Henry Champion and Fannie M. Champion by deed of William M. Reynolds, Master In Equity for Sumter County, by his deed dated February 10, 1993, and recorded in said ROD Office on February 19, 1993, in Volume 564, at page 156. Henry Champion died intestate on March 5, 2006 his interest in said properties having been distributed to his children (being the Grantors herein other than Fannie M. Champion) by Deed of Distribution dated January 5, 2007, and recorded in said ROD Office on January 5, 2007 in Book 1060, at page 153. Fannie M. Champion died on January 10, 2016 as will appear by reference to the administration of her Estate on file in the Office of the Probate Court for Sumter County, Case No. 2016-ES-43-00366.

Sumter County Tax Map Nos. 197-00-01-019 and 197-00-01-023 (part)

Schedule B

1. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
2. Rights of way for public utilities, if any.
3. Taxes for 2021 and subsequent years, a lien but not yet due and payable.
4. The property is being conveyed in "as is" condition.
5. Subject to a non-exclusive, permanent and perpetual 50' easement and right of way over and across said Parcel B in favor of Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman, Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilon, Raymond F. Davenport, II and Mary Ellen Davenport, being the Defendants named in the Cause of Action as filed in the Office of the Clerk of Court for Sumter County, Case No. 2008-CP-43-2112, their heirs and assigns, pursuant to the Decrees filed in said proceedings.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER	)	FOR THE THIRD JUDICIAL CIRCUIT
.	)	
Fannie M. Champion, Samuel Champion,	)	CIVIL ACTION NO: 2008-CP-43-2112
Evelyn C. Ludd, Sarah C. Evans,	)	
Rachel C. Brown, Henry Champion, Jr.	)	
Janie M. Champion, Mary Johnson and	)	
John L. Champion,	)	
	)	
	)	Order granting Temporary
Plaintiffs,	)	injunction regarding Shingle Mill Road
	)	
Vs.	)	
	)	
Ronald L. Hallman, Marjorie J. Hallman,	)	
Elton J. Hallman, Conswalla E. Hallman,	)	
Oron J. Hallman and Hazelee C. Hallman,	)	
Edward G. Hamilton, Helen D. Hamilton,	)	
Edward E. Hamilton, Raymond Forbes	)	
Davenport, II, and Mary Ellen Davenport,	)	
	)	
Defendants	)	

Upon *ex parte* application by Defendants, pursuant to Rule 65, South Carolina Rules of Civil Procedure, the Court hereby issues the following temporary order of injunction. This Order is based upon the previous Orders of this Court, and the filings herein. No affidavit or verified pleadings are necessary.

On January 4, 2019, this Court entered an order of settlement resolving the dispute between the parties. The settlement was specific and resolved the property dispute between the parties. On June 2, 2020, Defendants moved for specific acts transferring property rights and easements as set forth in the settlement agreement. This motion is pending. The court is familiar with the dispute and the settlement agreement and has retained jurisdiction over the parties and the dispute.

By *ex parte* representation¹ of counsel for Defendants, it appears that on or about July 10, 2020, one or more persons have blocked or threatened to block access to Shingle Mill Road, an unpaved road in the Providence Township of Sumter County, and that representatives of the Sumter County Sheriff's office have been dispatched to the location to maintain order. It appears that one or more persons have been denied access, or have threatened that access will be denied, to use Shingle Mill Road for ingress and egress (travel to and from) purposes. Based upon the Court's knowledge of the underlying settlement agreement, and the pending motion for specific acts, this Court hereby issues the following Order, without requirement for security or bond, as follows:

IT IS THEREFORE THE ORDER OF THIS COURT,

1. Defendants are seeking temporary and permanent relief, by means of a motion to enforce settlement and for specific acts, and are extraordinarily likely to prevail on the merits. This dispute was fully settled, resolved, and the settlement has been placed upon the record and entered into a court order dated January 4, 2019. This settlement order was not appealed and is the law of the case. No bond is necessary for the relief sought by Defendants, as this is the relief agreed upon by the parties;
2. No person or persons shall block, or threaten to block, access of any person or persons seeking to use Shingle Mill Road;
3. No person or persons shall be denied, or shall be threatened to deny, access to use Shingle Mill Road;

¹Statements of counsel, including unverified and unsworn statements, are controlled by Rule 3.3, of Rule 407, Appellate Court Rules, and satisfy the requirements of Rule 65 for the issuance of a TRO.

4. Any person or persons who denies, or threatens to deny, access to Shingle Mill Road shall be in contempt of this Court Order, and may be lawfully arrested, restrained and held in contempt until further Order of this Court;

5. Any person authorized with the power of arrest may take all reasonable actions consistent with this Court Order to ensure the peaceful and quiet use of Shingle Mill Road, including without limitations, the arrest and restraint of any person or persons who violate or attempt to violate this Court Order;

6. At the earliest time practicable, the Court shall convene a hearing at which time the parties to this action, and others who may be affected by this Court Order, shall be allowed an opportunity to present evidence and argument to the Court as to this temporary restraining order. The Court will entertain whether the costs and attorneys' fees are appropriate based upon any violation of this or any prior Order of this Court;

7. This Order shall remain in effect until further Order.

AND IT IS SO ORDERED.



Sumter Common Pleas

Case Caption: Fannie M Champion , plaintiff, et al VS Ronald L Hallman ,
defendant, et al
Case Number: 2008CP4302112
Type: Order/Temporary Restraining Order

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

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STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF SUMTER	)	IN THE COURT OF COMMON PLEAS FOR THE THIRD JUDICIAL CIRCUIT
	)	
	)	CIVIL ACTION NO: 2008-CP-43-2112
Fannie M. Champion, Samuel Champion,	)	
Evelyn C. Ludd, Sarah C. Evans,	)	
Rachel C. Brown, Henry Champion, Jr.	)	
Janie M. Champion, Mary Johnson and	)	
John L. Champion,	)	
	)	
	)	
Plaintiffs,	)	
	)	
Vs.	)	
	)	
Ronald L. Hallman, Marjorie J. Hallman,	)	
Elton J. Hallman, Conswalla E. Hallman,	)	
Oron J. Hallman and Hazelee C. Hallman,	)	
Edward G. Hamilton, Helen D. Hamilton,	)	
Edward E. Hamilton, Raymond Forbes	)	
Davenport, II, and Mary Ellen Davenport,	)	
	)	
Defendants	)	
	)	

This matter being called to trial on April 25, 2017, the parties reached the following agreement and the settlement was placed upon the record. Rule 43(k), South Carolina Rules of Civil Procedure. The Court enters the following Order consistent with the terms of the settlement.

Statement of the facts

Plaintiffs and Defendants own certain tracts of real property in the Providence Township of Sumter County that are contiguous to Shingle Mill Road, a private unpaved roadway. Shingle Mill Road current transverses through the approximate center of Plaintiff's property and near certain dwellings (hereinafter "Shingle Mill current situs"). In this legal action, Plaintiffs assert, and Defendants deny, that Defendants do not have a right of ingress and egress access on Shingle

Mill Road to their real property. Defendants assert, and Plaintiffs deny, that they have an express or implied easement of ingress and egress on Shingle Mill Road to access their real property.

Also in this legal action, Plaintiffs assert, and Defendants deny, that Defendants have trespassed upon their property by using Shingle Mill Road for ingress and egress, and that Plaintiffs have suffered damages. Defendants assert, and Plaintiffs deny, that Plaintiffs have blocked access and refused to allow maintenance of Shingle Mill Road, and that Defendants have also suffered damages.

The parties hereto hereby agree as follows:

1. Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, hereby grant to Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, including all agents and employees, an unconditional release and discharge of all causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

2. Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, hereby grant to Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, an unconditional release and discharge of all

causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

Terms of the court approved settlement agreement: The settlement agreement is particularly shown and delineated on a certain plat entitled “LAND SWAP: SHINGLE MILL ROAD ACCESS” prepared by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2017, at page ____ (hereinafter referred to as “LAND SWAP plat”), and made a part of this record by reference.

3. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey to Defendants a Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants shall immediately be entitled to use and maintain the easement in its current location, provided however, that within a period of time not to exceed two (2) years from the date of this Agreement, Defendants shall maintain the traveled portion of the roadway as far as practicable away from the residence of Evelyn C. Ludd. Nothing in this Agreement shall prevent Plaintiffs, at any time and at their own expense, from maintaining and moving the traveled portion of the roadway further away from the Ludd residence, provided however, that such conduct does not interfere with Defendants right to quiet use, enjoyment and maintenance.

4. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.96 acres and more fully described as Parcel B in the LAND SWAP plat to Defendants; and in exchange Defendants shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.97 acres and more fully described as Parcel C in the LAND SWAP plat to Plaintiffs. Both fee

simple properties are also shown on the LAND SWAP plat.

5. Defendants shall, within a time period not to exceed two (2) years [hereinafter "Construction Period"] from the date of this Agreement, take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property along Parcel B. Upon completion of the private exclusive roadway along Parcel B, and subject to the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described in Parcel A and shown on the LAND SWAP plat. Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs' real property.

6. Plaintiffs warrant not to interfere with Defendants quiet use, enjoyment, and maintenance of the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants warrant not to exceed the limitations of the Fifty (50) foot non-exclusive easement or otherwise interfere with Plaintiffs quiet use and enjoyment of the servient real property. All parties agree and consent to the Sumter County Court of Common Pleas retaining concurrent jurisdiction under this Order to resolve any disputes that may arise under the terms of this Agreement during the Construction Period.

7. This Court, the Honorable R. Ferrell Cothran, Jr., shall maintain concurrent jurisdiction for the purpose of resolving any matters that may arise under this court approved settlement agreement, including without limitation the remedy of specific performance and enforcement of the terms of this Agreement. In the event Judge Cothran is unavailable, the parties agree that any circuit court judge assigned to the Third Judicial Circuit may exercise jurisdiction over this matter. Notwithstanding this provision, the parties may exercise any other

remedies available for the protection of persons and property.

8. All parties acknowledge and agree that each party's claim against any other party is doubtful and disputed, and that this Agreement is not an admission on the part of any party to this Agreement of liability, and that this Agreement is a negotiated settlement.

IT IS THEREFORE ORDERED that the parties shall execute such documents so as to effectuate the settlement as set forth above and as approved by this Court;

AND IT IS SO ORDERED.

R. Ferrell Cothran, Jr



Sumter Common Pleas

Case Caption: Fannie M Champion , plaintiff, et al VS Ronald L Hallman ,
defendant, et al
Case Number: 2008CP4302112
Type: Order/Other

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2019-01-04 11:57:20 page 6 of 6

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

RECEIVED
IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 308-CP-43-2112

Fannie M. Champion, Samuel Champion, et al.,
Evelyn C. Ludd, Sarah C. Evans,
Rachel C. Brown, Henry Champion, Jr.,
Janie M. Champion, Mary Johnson and
John L. Champion,

Plaintiffs,

vs.

COMPLAINT

Ronald L. Hallman, Marjorie J. Hallman,
Elton J. Hallman, Conswalla E. Hallman,
Oron J. Hallman and Hazelee C. Hallman,

Defendants.

(Non-Jury)

Plaintiffs Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, complaining of the Defendants Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, would respectfully show as follows:

1. Plaintiffs are residents of the County of Sumter, State of South Carolina, except for Samuel Champion, who is a resident of the State of Georgia, and Plaintiffs are the heirs-at-law of Henry Champion, deceased.

2. The Defendants are, upon information and belief, residents of the County of Sumter, State of South Carolina.

3. This is an action for trespass to real property; venue and jurisdiction are proper in this court.

4. At issue is the continuing willful, wanton, reckless and negligent trespass by Defendants and their guests upon land owned by the Plaintiffs and particularly their repeated

entry upon and wrongful use of a private roadway granted exclusively to Plaintiffs by virtue of a Right-of-Way Easement ("Easement") dated February 19, 1993, and recorded February 19, 1993, in the Office of the Register of Deeds for Sumter County in Volume 564 at Page 1850. The Easement is for ingress and egress across, over, upon and through a tract of land now or formerly identified as the Barnett Tract, bearing tax map number 194-00-01-037, which tract of land lies between Cannery Road and two tracts of land owned by Plaintiffs, said Easement from H. C. Edens, Jr., and Sons, a Partnership, by H. C. Edens, Jr., grants to Henry Champion and Fannie Champion, their heirs and assigns forever, a perpetual easement and right-of-way twenty (20) feet in width for ingress and egress across the Barnett Tract land from Cannery Road to the two tracts owned by Plaintiffs, to which it shall be appurtenant. The grant provided that said Easement and right-of-way is to be maintained, constructed or improved by Henry Champion and Fannie Champion along an existing road leading through said property, with it being understood and agreed that the right-of-way can be used by Henry and Fannie Champion, their heirs and assigns forever. The two tracts referenced in the Easement are owned by Plaintiffs and are described as being situate, lying and being in Sumter County, South Carolina; to wit: 18.34 acres on Shingle Mill Road, Tax Map Number 197-00-01-023, and 22.31 acres on Shingle Mill Road, Tax Map Number 197-00-01-019.

5. The private roadway is now Shingle Mill Road and used by Plaintiffs for ingress and egress to homes they have placed on the aforementioned two tracts of land.

6. Plaintiffs have repeatedly demanded that the Defendants stay off their property. Plaintiffs have also posted "No Trespassing" signs and erected a fence to protect their property. Defendants have shown a willful, wanton, reckless and negligent disregard for Plaintiffs' rights by continuing to trespass upon Plaintiffs' private roadway. Defendants have cut trees located on

Plaintiffs' property in order to widen the private roadway, digging with a backhoe, and using other heavy equipment on Plaintiffs' land over the objection of Plaintiffs. Defendants removed the fence Plaintiffs placed on their property to keep out trespassers. Defendants have come unto Plaintiffs' property carrying guns, directing foul and profane language toward the Plaintiffs when Plaintiffs objected to Defendants trespassing upon the lands of Plaintiffs. Defendants have come unto Plaintiffs' property revving the engines of recreational vehicles being operated by Defendants, spinning the wheels, and driving at a reckless and high rate of speed. Plaintiffs have small children who reside in the densely populated family community. Due to the reckless, willful and wanton conduct of the Defendants putting their children at risk while trespassing, Plaintiffs fear for the life and safety of their children and other family members. Plaintiffs have repeatedly called law enforcement because of the dangerous conduct and harassment by the Defendants while they were trespassing upon Plaintiffs' private property.

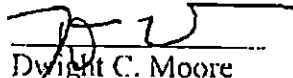
WHEREFORE, Plaintiffs pray that the Defendants be estopped, restrained and enjoined from trespassing upon the property of the Plaintiffs and particularly from trespassing upon the private roadway of the Plaintiffs; that the Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of Plaintiffs' family members; that the Court inquire into the matter and issue its judgment declaring the Easement to be an exclusive grant to Henry Champion and Fannie Champion for a private roadway, to their heirs and assigns forever, for attorneys fees and the costs of this action; and for such other and further relief as the Court deems appropriate.

FURTHERMORE, pending a final disposition of this action on the merits, Plaintiffs pray that this Court issue a temporary injunction against the Defendants whereby Defendants shall be estopped, restrained and enjoined from trespassing upon the private property of the Plaintiffs and

particularly from trespassing upon the private roadway of the Plaintiffs, and that the Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of Plaintiffs' family members.

Respectfully submitted,

MOORE LAW FIRM, L.L.C.



Dwight C. Moore
26 North Main Street
Post Office Box 1229
Sumter, South Carolina 29151-1229
Telephone (803) 778-6520
Fax (803) 775-6365
Attorney for Plaintiffs

September 15, 2008
Sumter, South Carolina

Fannie M. Champion, Samuel Champion,
 Evelyn C. Ludd, Sarah C. Evans,
 Rachel C. Brown, Henry Champion, Jr.,
 Janie M. Champion, Mary Johnson and
 John L. Champion,

Plaintiffs,

vs.

Ronald L. Hallman, Marjorie J. Hallman,
 Elton J. Hallman, Conswalla E. Hallman,
 Oron J. Hallman and Hazelle C. Hallman,

Defendants.

CIVIL ACTION NO: 008-CP-43-2112

NOTICE OF MOTION AND MOTION
 FOR A TEMPORARY INJUNCTION
 (Non-Jury Calendar)

PRIORITY MATTER

TO: THE DEFENDANTS ABOVE-NAMED:

YOU WILL PLEASE TAKE NOTICE That the above-named Plaintiffs, by and through their undersigned counsel, will move before this Honorable Court within ten (10) days of the date hereof, or as soon thereafter as the matter can be heard, for a temporary injunction whereby you shall be estopped, restrained and enjoined from trespassing upon the private property of the Plaintiffs and particularly from trespassing upon the private roadway of the Plaintiffs; and further, that you be estopped, restrained and enjoined from harassing, communicating with, going about, or annoying the Plaintiffs or any of Plaintiffs' family members. The grounds for Plaintiffs' Motion being as follows:

1. Plaintiff's have filed the above-styled action in the Court of Common Pleas for Sumter County for trespass to real property.

2. At issue is the continuing willful, wanton, reckless and negligent trespass by Defendants and their guests upon land owned by the Plaintiffs and particularly Defendants' repeated entry upon and wrongful use of a private roadway granted exclusively to Plaintiffs by

February 19, 1993, in the Office of the Register of Deeds for Sumter County in Volume 564 at Page 1850. The Easement is for ingress and egress across, over, upon and through a tract of land now or formerly identified as the Barnett Tract, bearing tax map number 194-00-01-037, which tract of land lies between Camery Road and two tracts of land owned by Plaintiffs, said Easement from H. C. Edens, Jr., and Sons, a Partnership, by H. C. Edens, Jr., grants to Henry Champion and Fannie Champion, their heirs and assigns forever, a perpetual easement and right-of-way twenty (20) feet in width for ingress and egress across the Barnett Tract from Camery Road to the two tracts owned by Plaintiffs, to which it shall be appurtenant. The grant provided that said Easement and right-of-way is to be maintained, constructed or improved by Henry Champion and Fannie Champion along an existing road leading through said property, with it being understood and agreed that the right-of-way can be used by Henry and Fannie Champion, their heirs and assigns forever. The two tracts referenced in the Easement are owned by Plaintiffs and are described as being situate, lying and being in Sumter County, South Carolina; to wit: 18.34 acres on Shingle Mill Road, Tax Map Number 197-00-01-023, and 22.31 acres on Shingle Mill Road, Tax Map Number 197-00-01-019.

3. The private roadway is now Shingle Mill Road and used by Plaintiffs for ingress and egress to homes they have placed on the aforementioned two tracts of land.

4. Plaintiffs have repeatedly demanded that the Defendants stay off their property. Plaintiffs have also posted "No Trespassing" signs and erected a fence to protect their property. Defendants have shown a willful, wanton, reckless and negligent disregard for Plaintiffs' rights by continuing to trespass upon Plaintiffs' private roadway. Defendants have cut trees located on Plaintiffs' property in order to widen the private roadway, digging with a backhoe, and using

the fence Plaintiffs placed on their property to keep out trespassers. Defendants have come unto Plaintiffs' property carrying guns, directing foul and profane language toward the Plaintiffs when Plaintiffs objected to Defendants trespassing upon the lands of Plaintiffs. Defendants have come unto Plaintiffs' property revving the engines of recreational vehicles being operated by Defendants, spinning the wheels, and driving at a reckless and high rate of speed. Plaintiffs have small children who reside in the densely populated family community. Due to the reckless, willful and wanton conduct of the Defendants putting their children at risk while trespassing, Plaintiffs fear for the life and safety of their children and other family members. Plaintiffs have repeatedly called law enforcement because of the dangerous conduct and harassment by the Defendants while they were trespassing upon Plaintiffs' private property.

WHEREFORE, Plaintiffs pray that this Court issue a temporary injunction, pending the disposition of this case on the merits, whereby the Defendants shall be estopped, restrained and enjoined from trespassing upon the property of the Plaintiff, and particularly from trespassing upon the private roadway of the Plaintiffs, and that the Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of Plaintiffs' family members, and for such other and further relief as the court deems just and proper in the premises.

Respectfully submitted,

MOORE LAW FIRM, L.L.C.



Dwight C. Moore

26 North Main Street

Post Office Box 1229

Sumter, South Carolina 29151-1229

Telephone (803) 778-6520

Fax (803) 775-6365

Attorney for Plaintiffs

September 15, 2008
Sumter, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

RECORDED

2010 AUG 27 PM 3:06

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 2008-CP-43-2112

Fannie M. Champion, Samuel Champion, Jr.,
Evelyn C. Ludd, Sarah C. Evans, SUMTER COUNTY, S.C.

Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)

Plaintiffs,)

vs.)

AFFIDAVIT OF DENISE C. PAVKOV

Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman and Hazelee C. Hallman,)

Defendants.)

Personally appeared Denise C. Pavkov, who upon being first duly sworn, deposes and says:

1. Deponent is a professional real estate title abstractor and is President of Carolina Professional Title Services, Inc., located at 135 South Guignard Drive, Sumter, South Carolina 29150. Deponent has been in the business of performing real estate title examinations and preparing reports on title for __26__ years, and is still so engaged.

2. Deponent has researched the public records of Sumter County, South Carolina, for a history of the real estate that is the subject of the within litigation and a synopsis of her findings follows.

3. The Champion parcels and the Hallman parcels are similar in that they go back to a common source of title, to wit; Washington James.

4. The common source did span and cross over Cotton Acres Road.

5. The similarity in title ends with the Champion tracts and does not continue to Cannery Road.

6. Shingle Mill Road has been in existence from Cotton Acres Road since the 1900's.

7. The easement, now known as Shingle Mill Road, acquired by Henry Champion and Fannie Champion from H. C. Edens, Jr., and Sons, a Partnership, dated February 19, 1993, and recorded February 19, 1993, in the Office of the Register of Deeds for Sumter County in Volume 564, at Page 1850, was deeded out of a tract of land unrelated to the Hallman or Champion chain of titles. A copy of the said easement is attached hereto and incorporated herein by reference.

8. There is not a common source of title for the Edens easement (Shingle Mill Road) and the Hallman/Champion parcels.

Further deponent sayeth not.

Denise C. Pavlov
Denise C. Pavlov

Sworn to before me this 27th
day of August, 2010.

Nancy M. DuBose (L.S.)
Notary Public for South Carolina
My commission expires 3-15-2020

RECEIVED

FEB 19 PM 4:42

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

RECORDED
VOL 564 PG 1850
SUMTER COUNTY, S.C.

RIGHT-OF-WAY EASEMENT

Whereas H.C. Edens, Jr. and Sons, a Partnership is the owner of a tract of land generally identified as the Barnett Tract, described as tax map number 197-90-01-037 located in Sumter County, South Carolina, and

Whereas the said Barnett Tract lies between Cannery Road and two tracts of land to be purchased by Henry Champion and Fannie Champion.

Now therefore KNOW ALL MEN BY THESE PRESENTS that H.C. Edens, Jr. and Sons, a Partnership does hereby grant to Henry Champion and Fannie Champion a perpetual easement and right-of-way twenty feet in width for the purpose of ingress and egress across the aforesaid Barnett Tract of land leading from Cannery Road to the two tracts of land being purchased by Henry Champion and Fannie Champion to which it shall be appurtenant, said easement and right-of-way to be maintained, constructed or improved by Henry Champion and Fannie Champion along an existing road leading through said property, with it being understood and agreed that the right-of-way can be used by Henry and Fannie Champion, their heirs and assigns forever for any domestic purpose not inconsistent with this easement and right-of-way grant.

To have and to hold this easement and right-of-way to Henry Champion and Fannie Champion, their heirs, successors, and assigns forever.

... \$ 10.00
... \$
... \$
TOTAL PAID: \$ 10.00

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)

Plaintiffs,)

vs.)

Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

AMENDED COMPLAINT
(Non-Jury)

On October 24, 2016, The Honorable George C. James, Jr., issued his Order Granting Plaintiffs' Motion To Amend their Complaint by Substituting Evelyn Champion Ludd, Personal Representative of the Estate of Fannie Mahoney Champion, for Fannie M. Champion, the lead Plaintiff named in the above-captioned case, and to add Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport as Defendants in this litigation. This Amended Complaint incorporates the Order of the Court.

Plaintiffs Evelyn Champion Ludd, Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, complaining of the Defendants Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman,

RECORDED
VOL 564 PG 1851
SUMTER COUNTY, S.C.

In witness whereof I have affixed my hand and seal this 19th
day of FEBRUARY, 1993.

Patricia D. Weldon
[Signature]

H.C. Edens, Jr. and Sons, a
Partnership

BY: H.C. Edens, Jr.
H.C. Edens, Jr., Its Partner

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER }

PROBATE

Personally appeared before me the undersigned witness who,
being duly sworn, says that (s)he saw the within named H.C. Edens,
Jr. and Sons, a Partnership by its Partner, H.C. Edens, Jr. its act
and deed, deliver the within right-of-way easement; and that (s)he
with the other witness to their signatures witnessed the execution
thereof.

Patricia D. Weldon

SWORN TO BEFORE ME THIS 19th
day of FEBRUARY, 1993

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 10/26/99

THIS DOCUMENT WAS FILED ON:

Feb 19, 1993 AT 4:48 PM

RECORDED: VOL 564 PG 1851
H.D. "DON" JOHNSON
REGISTER OF MESNE CONVEYANCES
SUMTER COUNTY, S.C.

Oron J. Hallman, Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, would respectfully show as follows:

1. Plaintiff's Decedent, Fannie M. Champion was, at the time of her death, a resident of the County of Sumter, State of South Carolina, and her estate is being administered in the Probate Court of Sumter County in Case Number 2016-ES-43-00366; Evelyn Champion Ludd having been appointed Personal Representative on June 21, 2016. Except for Samuel Champion, who is a resident of the State of Georgia, the remaining Plaintiffs are residents of the County of Sumter, the State of South Carolina, and all Plaintiffs are the heirs-at-law of Henry Champion, deceased.

2. The Defendants are, upon information and belief, residents of the County of Sumter, State of South Carolina.

3. This is an action for trespass to real property; venue and jurisdiction are proper in this Court.

4. At issue is the continuing willful, wanton, reckless and negligent trespass by Defendants and their guests upon land owned by the Plaintiffs and particularly their repeated entry upon and wrongful use of a private roadway granted exclusively to Plaintiffs by virtue of a Right-of-Way Easement ("Easement") dated February 19, 1993, and recorded February 19, 1993, in the office of the Register of Deeds for Sumter County in Volume 564 at Page 1850. The Easement is for ingress and egress across, over, upon and through a tract of land now or formerly identified as the Barnett Tract, bearing Tax Map Number 194-00-01-037, which tract of land lies between Cannery Road and two tracts of land owned by Plaintiffs, said Easement from H. C. Edens, Jr., and Sons, a Partnership, by H. C. Edens, Jr., grants to Henry Champion and

Fannie Champion, their heirs and assigns forever, a perpetual easement and right-of-way twenty (20) feet in width for ingress and egress across the Barnett Tract land from Cannery Road to the two tracts owned by Plaintiffs, to which it shall be appurtenant. The grant provided that said Easement and right-of-way can be used by Henry and Fannie Champion, their heirs and assigns forever. The two tracts referenced in the Easement are owned by Plaintiffs and are described as being situate, lying and being in Sumter County, South Carolina; to wit: 18.34 acres on Shingle Mill Road, Tax Map Number 197-00-01-023, and 22.31 acres on Shingle Mill Road, Tax Map Number 197-00-01-019.

5. The private roadway is now Shingle Mill Road and used by Plaintiffs for ingress and egress to homes they have placed on the aforementioned two tracts of land.

6. Plaintiffs have repeatedly demanded that the Defendants stay off their property. Plaintiffs have also posted "No Trespassing" signs and erected a fence to protect their property. Defendants have shown a willful, wanton, reckless and negligent disregard for Plaintiffs' rights by continuing to trespass upon Plaintiffs' private roadway. Defendants have cut trees located on Plaintiffs' property in order to widen the private roadway, digging with a backhoe, and using other heavy equipment on Plaintiffs' land over the objection of Plaintiffs. Defendants removed the fence Plaintiffs placed on their property to keep out trespassers. Defendants have come onto Plaintiffs' property carrying guns, directing foul and profane language toward the Plaintiffs when Plaintiffs objected to Defendants' trespassing upon the lands of Plaintiffs. Defendants have come unto Plaintiffs' property revving the engines of recreational vehicles being operated by Defendants, spinning the wheels, and driving at a reckless and high rate of speed. Plaintiffs have small children who reside in the densely populated family community. Due to the reckless, willful and wanton conduct of the Defendants putting their children at risk while trespassing,

Plaintiffs fear for the life and safety of their children and other family members. Plaintiffs have repeatedly called law enforcement because of the dangerous conduct and harassment by the Defendants while they were trespassing upon Plaintiffs' private property.

WHEREFORE, Plaintiffs pray that the Defendants be estopped, restrained and enjoined from trespassing upon the property of the Plaintiffs and particularly from trespassing upon the private roadway of the Plaintiffs; that the Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of Plaintiffs' family members; that the Court inquire into the matter and issue its judgment declaring the Easement to be an exclusive grant to Henry Champion and Fannie Champion for a private roadway, to their heirs and assigns forever, for attorney's fees and the costs of this action; and for such other and further relief as the Court deems appropriate.

FURTHERMORE, pending a final disposition of this action on the merits, Plaintiffs pray that this Court issue a temporary injunction against the Defendants whereby Defendants shall be estopped, restrained and enjoined from trespassing upon the private property of the Plaintiffs and particularly from trespassing upon the private roadway of the Plaintiffs, and that the Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of Plaintiffs' family members.

Respectfully Submitted,

MOORE LAW FIRM, L.L.C.

S/ Dwight C. Moore,
 SC Bar Number 63008
 26 North Main Street, Post Office Box 1229
 Sumter, South Carolina 29151-1229
 Telephone (803) 778-6520
 Facsimile (803) 775-6365
 Email: moorelawfirm@ftc-i.net
 Attorney for Plaintiffs

October 24, 2016
 Sumter, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)

Plaintiffs,)

vs.)

Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

**PLAINTIFFS' REPLY TO THE
HALLMAN DEFENDANTS' AMENDED
ANSWER AND COUNTERCLAIM**

The above-named Plaintiffs, replying to the Amended Answer and Counterclaim of the Hallman Defendants, would respectfully show as follows:

HALLMAN DEFENDANTS SECOND DEFENSE
(Easement by Necessity)

1. Plaintiffs deny each and every allegation of the Hallman Defendants' Second Defense and would demand strict proof thereof.

HALLMAN DEFENDANTS THIRD DEFENSE
(Prescriptive Easement)

2. Plaintiffs deny each and every allegation of the Hallman Defendants' Third Defense and would demand strict proof thereof.

HALLMAN DEFENDANTS FOURTH DEFENSE AND COUNTERCLAIM

3. Plaintiffs admit so much of the Hallman Defendants' Fourth Defense and Counterclaim as alleges that the Plaintiffs are owners in fee simple of the subject property; Plaintiffs deny each and every remaining allegation of the Hallman Defendants' Fourth Defense and Counterclaim and would demand strict proof thereof.

WHEREFORE having fully replied to the Hallman Defendants' Amended Answer and Counterclaim, the Plaintiffs pray that the Defendants be estopped, restrained and enjoined from trespassing upon the property of the Plaintiffs and particularly from trespassing upon the private roadway of the Plaintiffs; that the Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of the members of the Plaintiffs' family; that the Court inquire into the matter and issue its judgment declaring the Easement to be an exclusive grant to Henry Champion and Fannie Champion, their heirs and assigns forever, for a private roadway, for attorney fees and the costs of this action, and that the Hallman Defendants' Counterclaim be dismissed in its entirety.

FURTHERMORE, pending a final disposition of this action on the merits, Plaintiffs pray that this Court issue a temporary injunction against the Defendants whereby the Defendants shall be estopped, restrained and enjoined from trespassing upon the private property of the Plaintiffs and particularly from trespassing upon the private roadway of the Plaintiffs, and that the Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of the members of Plaintiffs' family.

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MOORE LAW FIRM, L.L.C.

S/ Dwight C. Moore

SC Bar Number 63008

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Sumter, South Carolina 29151-1229

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Email: moorelawfirm@ftc-i.net

Attorney for Plaintiffs

November 14, 2016
Sumter, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
)
)
The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)
Plaintiffs,)
vs.)
)
Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

**PLAINTIFFS' REPLY TO THE
DAVENPORT DEFENDANTS'
ANSWER AND COUNTERCLAIM
TO AMENDED COMPLAINT**

The above-named Plaintiffs, replying to the Answer and Counterclaim of Defendants Raymond Forbes Davenport, II, and Mary Ellen Davenport (hereinafter the "Davenport Defendants"), would respectfully show as follows:

DAVENPORT DEFENDANTS SECOND DEFENSE
(Easement by Necessity)

1. Plaintiffs deny each and every allegation of the Davenport Defendants' Second Defense and would demand strict proof thereof.

DAVENPORT DEFENDANTS THIRD DEFENSE
(Prescriptive Easement)

2. Plaintiffs deny each and every allegation of the Davenport Defendants' Third Defense and would demand strict proof thereof.

DAVENPORT DEFENDANTS FOURTH DEFENSE AND COUNTERCLAIM

3. Plaintiffs admit so much of the Davenport Defendants' Fourth Defense and Counterclaim as alleges that the Plaintiffs are owners in fee simple of the subject property; Plaintiffs deny each and every remaining allegation of the Davenport Defendants' Fourth Defense and Counterclaim and would demand strict proof thereof.

WHEREFORE having fully replied to the Davenport Defendants' Answer and Counterclaim, the Plaintiffs pray that the said Defendants be estopped, restrained and enjoined from trespassing upon the property of the Plaintiffs and particularly from trespassing upon the private roadway of the Plaintiffs; that the Davenport Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of the members of the Plaintiffs' family; that the Court inquire into the matter and issue its judgment declaring the Easement to be an exclusive grant to Henry Champion and Fannie Champion, their heirs and assigns forever, for a private roadway, for attorney fees and the costs of this action, and that the Davenport Defendants' Counterclaim be dismissed in its entirety.

FURTHERMORE, pending a final disposition of this action on the merits, Plaintiffs pray that this Court issue a temporary injunction against the Davenport Defendants whereby the said Defendants shall be estopped, restrained and enjoined from trespassing upon the private property of the Plaintiffs and particularly from trespassing upon the private roadway of the Plaintiffs, and that the Davenport Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of the members of Plaintiffs' family.

[SIGNATURE FOLLOWS ON NEXT PAGE]

MOORE LAW FIRM, L.L.C.

S/ Dwight C. Moore

SC Bar Number 63008

26 North Main Street

Post Office Box 1229

Sumter, South Carolina 29151-1229

Telephone (803) 778-6520

Facsimile (803) 775-6365

Email: moorelawfirm@ftc-i.net

Attorney for Plaintiffs

November 30, 2016
Sumter, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE THIRD JUDICIAL CIRCUIT
COUNTY OF SUMTER	)	CIVIL ACTION NO.: 2008-CP-43-02112
	)	
The Estate of Fannie M. Champion, by	)	
Evelyn Champion Ludd, Personal	)	
Representative, Samuel Champion,	)	
Evelyn C. Ludd, Sarah C. Evans,	)	
Rachel C. Brown, Henry Champion, Jr.,	)	
Janie M. Champion, Mary Johnson and	)	
John L. Champion,	)	
	)	PLAINTIFFS' REPLY TO THE ANSWER
Plaintiffs,	)	AND COUNTERCLAIM OF DEFENDANTS
vs.	)	EDWARD G. HAMILTON, HELEN D.
	)	HAMILTON, And EDWARD E. HAMILTON
Ronald L. Hallman, Marjorie J. Hallman,	)	
Elton J. Hallman, Conswalla E. Hallman,	)	
Oron J. Hallman, Hazelee C. Hallman,	)	
Edward G. Hamilton, Helen D. Hamilton,	)	
Edward E. Hamilton, Raymond Forbes	)	
Davenport, II, and Mary Ellen Davenport,	)	
	)	
Defendants.	)	

The above-named Plaintiffs, replying to the Answer and Counterclaim of Defendants Edward G. Hamilton, Helen D. Hamilton, and Edward E. Hamilton (hereinafter the "Hamilton Defendants"), would respectfully show as follows:

HAMILTON DEFENDANTS SECOND DEFENSE AND COUNTERCLAIM
(Prescriptive Easement Adverse Use)

1. Plaintiffs deny each and every allegation of the Hamilton Defendants' Second Defense and Counterclaim and would demand strict proof thereof.

HAMILTON DEFENDANTS THIRD DEFENSE AND COUNTERCLAIM
(Prescriptive Easement Claim of Right)

2. Plaintiffs deny each and every allegation of the Hamilton Defendants' Third Defense and Counterclaim and would demand strict proof thereof.

HAMILTON DEFENDANTS FOURTH DEFENSE AND COUNTERCLAIM
(Easement Implied By Prior Use)

3. Plaintiffs deny each and every allegation of the Hamilton Defendants' Fourth Defense and Counterclaim and would demand strict proof thereof.

HAMILTON DEFENDANTS FIFTH DEFENSE AND COUNTERCLAIM
(Easement By Necessity)

4. Plaintiffs deny each and every allegation of the Hamilton Defendants' Fifth Defense and Counterclaim and would demand strict proof thereof.

HAMILTON DEFENDANTS SIXTH DEFENSE AND COUNTERCLAIM
(Easement By Public Dedication)

5. Plaintiffs deny each and every allegation of the Hamilton Defendants' Sixth Defense and Counterclaim and would demand strict proof thereof.

WHEREFORE having fully replied to the Hamilton Defendants' Answer and Counterclaim, the Plaintiffs pray that the said Defendants be estopped, restrained and enjoined from trespassing upon the property of the Plaintiffs and particularly from trespassing upon the private roadway of the Plaintiffs; that the Hamilton Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of the members of the Plaintiffs' family; that the Court inquire into the matter and issue its judgment declaring the Easement to be an exclusive grant to Henry Champion and Fannie Champion, their heirs and assigns forever, for a private roadway, for attorney fees and the costs of this action, and that the Hamilton Defendants' Counterclaim be dismissed in its entirety.

FURTHERMORE, pending a final disposition of this action on the merits, Plaintiffs pray that this Court issue a temporary injunction against the Hamilton Defendants whereby the said

Defendants shall be estopped, restrained and enjoined from trespassing upon the private property of the Plaintiffs and particularly from trespassing upon the private roadway of the Plaintiffs, and that the Hamilton Defendants be estopped, restrained and enjoined from harassing or annoying the Plaintiffs or any of the members of Plaintiffs' family.

MOORE LAW FIRM, L.L.C.

S/ Dwight C. Moore

SC Bar Number 63008

26 North Main Street

Post Office Box 1229

Sumter, South Carolina 29151-1229

Telephone (803) 778-6520

Facsimile (803) 775-6365

Email: moorelawfirm@ftc-i.net

Attorney for Plaintiffs

December 1, 2016
Sumter, South Carolina

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF SUMTER	)	FOR THE THIRD JUDICIAL CIRCUIT
	)	
	)	CIVIL ACTION NO: 2008-CP-43-2112
Fannie M. Champion, Samuel Champion,	)	
Evelyn C. Ludd, Sarah C. Evans,	)	
Rachel C. Brown, Henry Champion, Jr.	)	
Janie M. Champion, Mary Johnson and	)	
John L. Champion,	)	
	)	
	)	Motion for specific acts and
	)	vesting title under Rule 70, <i>SCRCP</i>
Plaintiffs,	)	
	)	
Vs.	)	
	)	
Ronald L. Hallman, Marjorie J. Hallman,	)	
Elton J. Hallman, Conswalla E. Hallman,	)	
Oron J. Hallman and Hazelee C. Hallman,	)	
Edward G. Hamilton, Helen D. Hamilton,	)	
Edward E. Hamilton, Raymond Forbes	)	
Davenport, II, and Mary Ellen Davenport,	)	
	)	
Defendants	)	

Defendants hereby moves to enforce settlement of an Order entered on January 4, 2019 and for judgment for specific acts and vesting title under Rule 70, SCRCP. The matter involves a dispute over rights of ingress and egress easements relating to Shingle Mill Road, a private unpaved roadway, in the Providence Township of Sumter County. The dispute was called for trial on April 25, 2017, wherein the parties reached a settlement that was placed upon the record. Rule 43(k), South Carolina Rules of Civil Procedure. That settlement was reduced to writing and entered as an Order of this Court on January 4, 2019. Unfortunately, the parties have been unable to voluntarily effectuate the terms of the settlement resulting in the filing of this motion.

Defendants seek to enforce the terms of the settlement and for certain relief under Rule 70, SCRCF, which provides:

If a judgment directs a party to execute a conveyance of land or to deliver deeds or other documents or to perform any other specific act and the party fails to comply within the time specified, the court may direct the act to be done at the cost of the disobedient party by some other person appointed by the court and the act when so done has like effect as if done by the party. On application of the party entitled to performance, the court may issue a writ of attachment or sequestration against the property of the disobedient party to compel obedience to the judgment. The court may also in proper cases adjudge the party in contempt. If real or personal property is within the state, the court in lieu of directing a conveyance thereof may enter a judgment divesting the title of any party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law. When any order or judgment is for the delivery of possession, the party in whose favor it is entered is entitled to a writ of execution or assistance upon application to the clerk.

Plaintiffs and Defendants own certain tracts of real property in the Providence Township of Sumter County that are contiguous to Shingle Mill Road, a private unpaved roadway. Shingle Mill Road currently transverses through the approximate center of Plaintiff's property and near certain dwellings (hereinafter "Shingle Mill current situs").

As part of the settlement agreement, and as entered by prior Order of this Court, the parties agreed as follows:

1. Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, hereby grant to Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, including all agents and employees, an unconditional

release and discharge of all causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

2. Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, hereby grant to Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, an unconditional release and discharge of all causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

Terms of the court approved settlement agreement: The land swap as set forth in the settlement agreement is particularly shown and delineated on a certain plat entitled "LAND SWAP: SHINGLE MILL ROAD ACCESS" prepared by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7 (hereinafter referred to as "LAND SWAP plat"), and made a part of this record by reference.

3. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey to Defendants a Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants shall immediately be entitled to use and maintain the easement in its current location, provided however, that within a period of time not to exceed two (2) years from the date of this Agreement, Defendants shall maintain the traveled portion of the roadway as far as

practicable away from the residence of Evelyn C. Ludd. Nothing in this Agreement shall prevent Plaintiffs, at any time and at their own expense, from maintaining and moving the traveled portion of the roadway further away from the Ludd residence, provided however, that such conduct does not interfere with Defendants right to quiet use, enjoyment and maintenance.

4. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.96 acres and more fully described as Parcel B in the LAND SWAP plat to Defendants; and in exchange Defendants shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.97 acres and more fully described as Parcel C in the LAND SWAP plat to Plaintiffs. Both fee simple properties are also shown on the LAND SWAP plat.

5. Defendants shall, within a time period not to exceed two (2) years [hereinafter "Construction Period"] from the date of this Agreement, take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property along Parcel B. Upon completion of the private exclusive roadway along Parcel B, and subject to the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described in Parcel A and shown on the LAND SWAP plat. Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs' real property.

6. Plaintiffs warrant not to interfere with Defendants quiet use, enjoyment, and maintenance of the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants warrant not to exceed the limitations of the Fifty (50) foot non-exclusive easement or

otherwise interfere with Plaintiffs quiet use and enjoyment of the servient real property. All parties agree and consent to the Sumter County Court of Common Pleas retaining concurrent jurisdiction under this Order to resolve any disputes that may arise under the terms of this Agreement during the Construction Period.

7. This Court, the Honorable R. Ferrell Cothran, Jr., shall maintain concurrent jurisdiction for the purpose of resolving any matters that may arise under this court approved settlement agreement, including without limitation the remedy of specific performance and enforcement of the terms of this Agreement. In the event Judge Cothran is unavailable, the parties agree that any circuit court judge assigned to the Third Judicial Circuit may exercise jurisdiction over this matter. Notwithstanding this provision, the parties may exercise any other remedies available for the protection of persons and property.

8. All parties acknowledge and agree that each party's claim against any other party is doubtful and disputed, and that this Agreement is not an admission on the part of any party to this Agreement of liability, and that this Agreement is a negotiated settlement.

Defendants hereby move pursuant to Rule 70, South Carolina Rules of Civil Procedure, for an Order directing (1) Plaintiffs to execute a conveyance of land or to deliver deeds as above within 30 days of the filing of this motion. Alternatively, (2) Defendants move for an Order holding Plaintiffs in contempt of court to include costs and attorneys' fees incurred in the filing of this motion and Plaintiffs' failure to comply with the land swap settlement. Finally, (3) Defendants move for an Order directing the Clerk of the Sumter County Register of Deed to enter conveyance of the subject Sumter County real property land swap in accordance with the court approved settlement agreement as set forth above, and for an award of costs against

Plaintiff's including attorneys' fees incurred in directing the Sumter County ROD entering conveyance. Further, Defendants move for such other and further relief as the Honorable Court deem necessary and proper. Counsel for Defendants asserts that consultation with opposing counsel has been to no avail. Rule 11, South Carolina Rules of Civil Procedure. You are invited to participate as you deem necessary and proper.

SMITH, ROBINSON, HOLLER,
DUBOSE & MORGAN, LLC

s/David C. Holler
David C. Holler
P. O. Box 580
Sumter, SC 29151
803-778-2471
davidholler@smithrobinsonlaw.com
ATTORNEY FOR DEFENDANTS

June 2, 2020

1. THIS PLAT REPRESENTS PROPERTY LOCATED IN SOUTH CAROLINA, SUMNER COUNTY, PROVIDENCE TOWNSHIP AND IS LOCATED AT SHINGLE MILL DRIVE.

2. IT IS EXPRESSLY UNDERSTOOD THAT BLACK RIVER LAND SURVEYING, LLC DOES NOT GUARANTEE THE ACCURACY OR THE ABSENCE OF ENVIRONMENTAL CONDITIONS SUCH AS JURISDICTIONAL WETLANDS, UNDERGROUND FEATURES, STRUCTURES OR OTHER GEOLOGIC OR ENVIRONMENTAL CONDITIONS.

3. ALL UTILITIES ON THIS PROPERTY HAVE EASEMENTS, BUT MANY THAT MAY NOT BE RECORDED. IT IS THE BUILDERS/OWNER'S RESPONSIBILITY TO VERIFY THE EXISTENCE, LOCATION AND EXTENT OF ANY UTILITY EASEMENTS ON THIS PROPERTY PRIOR TO CONSTRUCTION OF ANY STRUCTURES.

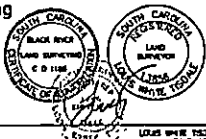
4. THIS SURVEY WAS BASED UPON A PLAT BY EDWARDS LAND SURVEYORS, INC. DATED 11/19/2003 AND IS RECORDED IN SUMNER COUNTY PLAT BOOK P23003 PG191; A PLAT BY EDWARDS LAND SURVEYORS, INC. DATED NOVEMBER 21, 1998 AND IS RECORDED IN SUMNER COUNTY PLAT BOOK P899 PG184; A PLAT BY McQUELLEN & PALMER, DATED MARCH 7, 1919 AND IS RECORDED IN SUMNER COUNTY PLAT BOOK P1300 PG10; A PLAT BY EDWARDS LAND SURVEYORS, INC. DATED SEPTEMBER 27, 2000, AND IS RECORDED IN SUMNER COUNTY PLAT BOOK P23000 PG202; A PLAT BY HUEL C. BAREY, DATED NOVEMBER 17, 2003 AND IS RECORDED IN SUMNER COUNTY PLAT BOOK P23003 PG37; A PLAT BY BLACK RIVER LAND SURVEYING, DATED SEPTEMBER 19, 1997 AND IS RECORDED IN SUMNER COUNTY PLAT BOOK P23007 PG202. THIS PROPERTY APPEARS ON FEMA FIRM 43053C 01252D WITH AN EFFECTIVE DATE OF FEBRUARY 16, 2007 AND SCALES INSIDE A ZONE X WHICH IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD BOUNDARY.

5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH AND IS BASED SOLELY ON THE UNITED REFERENCES. NO WARRANTY IS MADE OR IMPLIED AS TO THE VALIDITY OF THE OR THE EXISTENCE OF OTHER RESTRICTIONS OR ENCUMBRANCES.

LOW FARE		
	IN AIRCRAFT	DISTANCE
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2	RI13 303	48.00
3	MI1 303 06	23.50
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CERTIFICATION:
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.

2305 Mayes Open Road
Mayesville, SC 29104
803-453-6061 (Office)
803-453-6062 (Facsimile)
brisc@fc-l.net



JOB # 17033 SURVEY
DATE: 6/26/2017

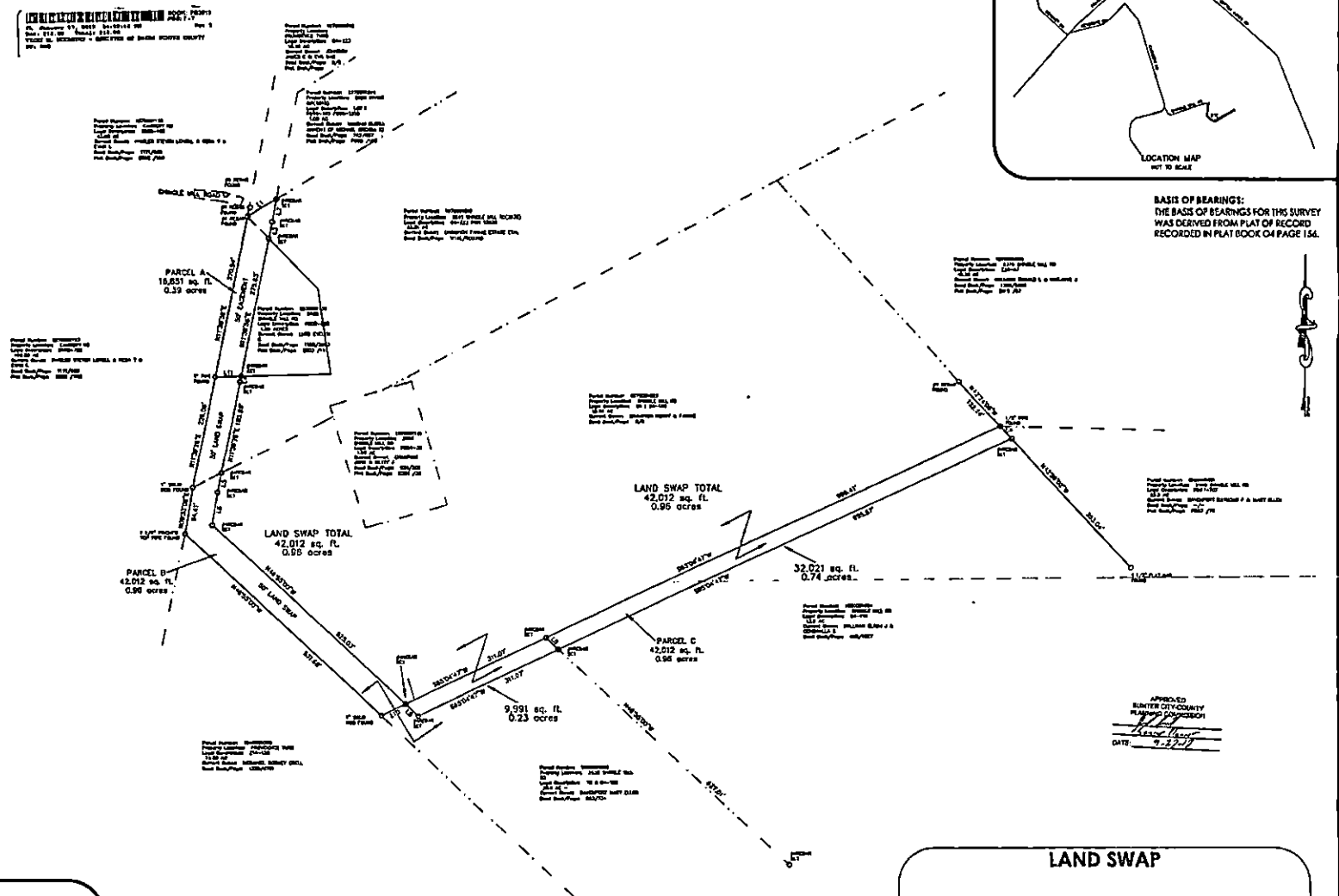
LOUIS WHITE TROJAN
P.L.S. 12034

GRAPHIC SCALE

(OF FEET)
1 inch = 100 ft

SHINGLE MILL ROAD ACCESS

SITUATED IN PROVIDENCE TOWNSHIP, COUNTY OF SUMTER,
STATE OF SOUTH CAROLINA.
PLAT PREPARED AT THE REQUEST OF RONALD L. HALLMAN
PORTION OF TMS# 197-00-01-019, 197-00-01-139, 197-00-01-023,
198-00-01-020, & 198-00-01-064.



STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)

Plaintiffs,)

vs.)

Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

**MEMORANDUM IN OPPOSITION TO
DEFENDANTS' MOTION FOR
SPECIFIC ACTS AND VESTING TITLE
UNDER RULE 70, SCRPC**

The above-named Defendants have filed a motion to enforce settlement of an Order entered on January 4, 2019, and for judgment for specific acts and vesting title under Rule 70, SCRPC, which provides as follows:

If a judgment directs a party to execute a conveyance of land or to deliver deeds or other documents or to perform any other specific act, and the party fails to comply within the time specified, the court may direct the acts to be done at the cost of the disobedient party by some other person appointed by the court and the act when so done has like effect as if done by the party. On application of the party entitled to performance, the court may issue a writ of attachment or sequestration against the property of the disobedient party to compel obedience to the judgment. The court may also in proper cases adjudge the party in contempt. If real or personal property is within the state, the court in lieu of directing a conveyance thereof may enter a judgment divesting the title of any party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law. When any order or judgment is for the delivery of possession, the party in whose favor it is entered is entitled to a writ of execution or assistance upon application to the clerk.

Rule 70, South Carolina Rules of Civil Procedure

1. This controversy involves a dispute over rights of ingress and egress easements relating to Shingle Mill Road, a private unpaved roadway in the Providence Township of Sumter County. Litigation commenced on September 17, 2008 with the Plaintiffs' filing of a Notice of Motion and Motion for a Temporary Injunction against the Defendants along with a Summons and Complaint. The case came on for trial on April 25, 2017¹, before the Honorable R. Ferrell Cothran, Jr. The parties had reached an agreement and the settlement was placed on the record pursuant to Rule 43(k), South Carolina Rules of Civil Procedure. The Settlement Agreement was incorporated in the Order filed on January 4, 2019 (hereinafter referred to as "Settlement Order"), the text of which follows:

This matter being called to trial on April 25, 2017, the parties reached the following agreement and the settlement was placed upon the record. Rule 43(k), South Carolina Rules of Civil Procedure. The Court enters the following Order consistent with the terms of the settlement.

Statement of the facts

Plaintiffs and Defendants own certain tracts of real property in the Providence Township of Sumter County that are contiguous to Shingle Mill Road, a private unpaved roadway. Shingle Mill Road current transverses through the approximate center of Plaintiff's property and near certain dwellings (hereinafter "Shingle Mill current situs"). In this legal action, Plaintiffs assert, and Defendants deny, that Defendants do not have a right of ingress and egress access on Shingle Mill Road to their real property. Defendants assert, and Plaintiffs deny, that they have an express or implied easement of ingress and egress on Shingle Mill Road to access their real property.

Also in this legal action, Plaintiffs assert, and Defendants deny, that Defendants have trespassed upon their property by using Shingle Mill Road for ingress and egress, and that Plaintiffs have suffered damages. Defendants assert, and Plaintiffs deny, that Plaintiffs have blocked access and refused to allow maintenance of Shingle Mill Road, and that Defendants have also suffered damages.

The parties hereto hereby agree as follows:

¹ According to the Order filed January 4, 2019, the matter was called to trial on April 25, 2017. The Transcript of Record shows the date of the proceedings as April 26, 2017.

1. Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, hereby grant to Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, including all agents and employees, an unconditional release and discharge of all causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

2. Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, hereby grant to Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, an unconditional release and discharge of all causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

Terms of the court approved settlement agreement: The settlement agreement is particularly shown and delineated on a certain plat entitled "LAND SWAP: SHINGLE MILL ROAD ACCESS" prepared by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2017, at page ____ (hereinafter referred to as "LAND SWAP plat"), and made a part of this record by reference.

3. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey to Defendants a Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants shall immediately be entitled to use and maintain the easement in its current location, provided however, that within a period of time not to exceed two (2) years from the date of this Agreement, Defendants shall maintain the traveled portion of the roadway as far as practicable away from the residence of Evelyn C. Ludd. Nothing in this Agreement shall prevent Plaintiffs, at any time and at their own expense, from maintaining and moving the traveled portion of the roadway further away from the Ludd residence, provided however, that such conduct does not interfere with Defendants right to quiet use, enjoyment and maintenance.

4. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.96 acres and more fully described as Parcel B in the LAND SWAP plat to Defendants; and in exchange Defendants shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.97 acres

and more fully described as Parcel C in the LAND SWAP plat to Plaintiffs. Both fee simple properties are also shown on the LAND SWAP plat.

5. Defendants shall, within a time period not to exceed two (2) years [hereinafter "Construction Period"] from the date of this Agreement, take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property along Parcel B. Upon completion of the private exclusive roadway along Parcel B, and subject to the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described in Parcel A and shown on the LAND SWAP plat. Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs' real property.

6. Plaintiffs warrant not to interfere with Defendants quiet use, enjoyment, and maintenance of the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants warrant not to exceed the limitations of the Fifty (50) foot non-exclusive easement or otherwise interfere with Plaintiffs quiet use and enjoyment of the servient real property. All parties agree and consent to the Sumter County Court of Common Pleas retaining concurrent jurisdiction under this Order to resolve any disputes that may arise under the terms of this Agreement during the Construction Period.

7. This Court, the Honorable R. Ferrell Cothran, Jr., shall maintain concurrent jurisdiction for the purpose of resolving any matters that may arise under this court approved settlement agreement, including without limitation the remedy of specific performance and enforcement of the terms of this Agreement. In the event Judge Cothran is unavailable, the parties agree that any circuit court judge assigned to the Third Judicial Circuit may exercise jurisdiction over this matter. Notwithstanding this provision, the parties may exercise any other remedies available for the protection of persons and property.

8. All parties acknowledge and agree that each party's claim against any other party is doubtful and disputed, and that this Agreement is not an admission on the part of any party to this Agreement of liability, and that this Agreement is a negotiated settlement.

IT IS THEREFORE ORDERED that the parties shall execute such documents so as to effectuate the settlement as set forth above and as approved by this Court;

AND IT IS SO ORDERED.

(Order of Judge R. Ferrell Cothran, Jr. filed January 4, 2019)

2. Defendants allege in their Motion for Specific Acts that the parties have been unable to voluntarily effectuate the terms of the settlement resulting in the filing of their Motion and seek to enforce the terms of the settlement. Plaintiffs would show that the Defendants have failed to comply with the terms of the Settlement Order and that Rule 70, SCRCP, amplifies the fault of the Defendants when it states: "If a judgment directs a party to execute a conveyance of land or to deliver deeds or other documents or to perform any other specific act, and the party fails to comply within the time specified, ..." which means that there must be a time specified in the judgment. The Agreement was entered upon the record of this case on April 25, 2017. Judge Cothran's Order incorporated the terms of the Court-Approved Settlement Agreement and set a specified time for the Defendants to construct the agreed-upon road; to wit:

Defendants shall, within a time period not to exceed two (2) years [hereinafter "Construction Period"] from the date of this Agreement, take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property along Parcel B. Upon completion of the private exclusive roadway along Parcel B, and subject to the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described in Parcel A and shown on the LAND SWAP plat. Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs' real property.

(Order filed 01/04/2019, p. 4, ¶5)

Clearly, the Settlement Order requires that the Defendants shall, within a period not to exceed two years from the date of the Agreement, take all necessary action to clear and construct a private exclusive roadway, and the Settlement Order clearly describes the location where the said roadway was to have been constructed.

3. On the other hand, the Court summarily ordered that the parties execute documents to effectuate the settlement as set forth in the Settlement Order. No specific date or time frame is mentioned with regard to execution of the documents to effectuate the settlement. However, there is no ambiguity in the terms of the Settlement Order, and there is no need to construe the plain and unambiguous language requiring the construction of the roadway “not to exceed two (2) years hereafter.” However, there is no contingency involved and no qualification attached to the mandate that the roadway shall be constructed within the two year period. In deciding the case of Willms Trucking Company, Inc. v. JW Construction Co., Inc., 314 S.C. 170,178, 442 S.E.2d 197,202 (Ct. App. 1994), the South Carolina Court of Appeals cited the following illuminating holdings which apply to a party who, as here, does not come to the court with clean hands: (1) “a party cannot take advantage of his own default in the performance of a contract,” and (2) “where a contract is not performed, the party who is guilty of the first breach is generally the one upon whom all liability for the nonperformance rests. (Internal Cites Omitted) Willms Trucking, 314 S.C. at 178, 442 S.E.2d at 201.

4. The Settlement Order is silent as to the time within which the deeds were to be executed. Therefore, Rule 70, SCRCp, is not applicable to the Plaintiffs in this case. Of concern to the Plaintiffs is the fact that Defendants are attempting to force a transfer of the property when they have failed to comply with the Settlement Agreement to construct the roadway which they claimed to be of grave necessity. Defendants’ push to obtain title to Plaintiffs’ property without showing a willingness to perform under the Settlement Agreement follows a pattern apparent from the history of this litigation. This action originated due to the misconduct of the Defendants, and the course of this litigation has been marked by efforts of the Defendants to gain control over and use of Plaintiffs’ property to the detriment of the Plaintiffs. (*Affidavit of Evelyn*

C. Ludd dated July 21, 2020, marked Plaintiff's Exhibit #1) From the actions of the Defendants in disregarding the court-approved settlement, it can be inferred that the Defendants are using the courts as a means to further manipulate, harass and gain advantage over the Plaintiffs.

5. Defendants have breached the Settlement Agreement, the Plaintiffs deny any breach on their part. Plaintiffs have been forced to defend against wrongful litigation precipitated by the Defendants and have suffered damages thereby.

WHEREFORE, for the foregoing reasons, Plaintiffs pray that the Court deny Defendants' Motion for Specific Acts and award Plaintiffs attorney fees and the costs of this litigation.

MOORE LAW FIRM, L.L.C.

S/ Dwight C. Moore,
SC Bar Number 63008
26 North Main Street
Post Office Box 1229
Sumter, South Carolina 29151-1229
Telephone (803) 778-6520
Facsimile (803) 775-6365
Email: moorelawfirm@ftc-i.net
Attorney for Plaintiffs

July 21, 2020
Sumter, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
)
)
The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)
Plaintiffs,)
vs.)
)
Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

**AMENDED
MEMORANDUM IN OPPOSITION TO
DEFENDANTS' MOTION FOR
SPECIFIC ACTS AND VESTING TITLE
UNDER RULE 70, SCRCP**

The above-named Defendants have filed a motion to enforce settlement of an Order entered on January 4, 2019, and for judgment for specific acts and vesting title under Rule 70, SCRCP, which provides as follows:

If a judgment directs a party to execute a conveyance of land or to deliver deeds or other documents or to perform any other specific act, and the party fails to comply within the time specified, the court may direct the acts to be done at the cost of the disobedient party by some other person appointed by the court and the act when so done has like effect as if done by the party. On application of the party entitled to performance, the court may issue a writ of attachment or sequestration against the property of the disobedient party to compel obedience to the judgment. The court may also in proper cases adjudge the party in contempt. If real or personal property is within the state, the court in lieu of directing a conveyance thereof may enter a judgment divesting the title of any party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law. When any order or judgment is for the delivery of possession, the party in whose favor it is entered is entitled to a writ of execution or assistance upon application to the clerk.

Rule 70, South Carolina Rules of Civil Procedure

1. This controversy involves a dispute over rights of ingress and egress easements relating to Shingle Mill Road, a private unpaved roadway in the Providence Township of Sumter County. Litigation commenced on September 17, 2008, with the Plaintiffs' filing of a Notice of Motion and Motion for a Temporary Injunction against the Defendants along with a Summons and Complaint. The case came on for trial on April 25, 2017¹, before the Honorable R. Ferrell Cothran, Jr. The parties had reached an agreement and the settlement was placed on the record pursuant to Rule 43(k), South Carolina Rules of Civil Procedure. The Settlement Agreement was incorporated in the Order filed on January 4, 2019 (hereinafter referred to as "Settlement Order"), the text of which follows:

This matter being called to trial on April 25, 2017, the parties reached the following agreement and the settlement was placed upon the record. Rule 43(k), South Carolina Rules of Civil Procedure. The Court enters the following Order consistent with the terms of the settlement.

Statement of the facts

Plaintiffs and Defendants own certain tracts of real property in the Providence Township of Sumter County that are contiguous to Shingle Mill Road, a private unpaved roadway. Shingle Mill Road current transverses through the approximate center of Plaintiff's property and near certain dwellings (hereinafter "Shingle Mill current situs"). In this legal action, Plaintiffs assert, and Defendants deny, that Defendants do not have a right of ingress and egress access on Shingle Mill Road to their real property. Defendants assert, and Plaintiffs deny, that they have an express or implied easement of ingress and egress on Shingle Mill Road to access their real property.

Also in this legal action, Plaintiffs assert, and Defendants deny, that Defendants have trespassed upon their property by using Shingle Mill Road for ingress and egress, and that Plaintiffs have suffered damages. Defendants assert, and Plaintiffs deny, that Plaintiffs have blocked access and refused to allow maintenance of Shingle Mill Road, and that Defendants have also suffered damages.

The parties hereto hereby agree as follows:

¹ According to the Order filed January 4, 2019, the matter was called to trial on April 25, 2017. The Transcript of Record shows the date of the proceedings as April 26, 2017.

1. Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, hereby grant to Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, including all agents and employees, an unconditional release and discharge of all causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

2. Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, hereby grant to Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, an unconditional release and discharge of all causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

Terms of the court approved settlement agreement: The settlement agreement is particularly shown and delineated on a certain plat entitled "LAND SWAP: SHINGLE MILL ROAD ACCESS" prepared by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2017, at page ____ (hereinafter referred to as "LAND SWAP plat"), and made a part of this record by reference.

3. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey to Defendants a Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants shall immediately be entitled to use and maintain the easement in its current location, provided however, that within a period of time not to exceed two (2) years from the date of this Agreement, Defendants shall maintain the traveled portion of the roadway as far as practicable away from the residence of Evelyn C. Ludd. Nothing in this Agreement shall prevent Plaintiffs, at any time and at their own expense, from maintaining and moving the traveled portion of the roadway further away from the Ludd residence, provided however, that such conduct does not interfere with Defendants right to quiet use, enjoyment and maintenance.

4. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.96 acres and more fully described as Parcel B in the LAND SWAP plat to Defendants; and in exchange Defendants shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.97 acres

and more fully described as Parcel C in the LAND SWAP plat to Plaintiffs. Both fee simple properties are also shown on the LAND SWAP plat.

5. Defendants shall, within a time period not to exceed two (2) years [hereinafter "Construction Period"] from the date of this Agreement, take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property along Parcel B. Upon completion of the private exclusive roadway along Parcel B, and subject to the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described in Parcel A and shown on the LAND SWAP plat. Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs' real property.

6. Plaintiffs warrant not to interfere with Defendants quiet use, enjoyment, and maintenance of the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants warrant not to exceed the limitations of the Fifty (50) foot non-exclusive easement or otherwise interfere with Plaintiffs quiet use and enjoyment of the servient real property. All parties agree and consent to the Sumter County Court of Common Pleas retaining concurrent jurisdiction under this Order to resolve any disputes that may arise under the terms of this Agreement during the Construction Period.

7. This Court, the Honorable R. Ferrell Cothran, Jr., shall maintain concurrent jurisdiction for the purpose of resolving any matters that may arise under this court approved settlement agreement, including without limitation the remedy of specific performance and enforcement of the terms of this Agreement. In the event Judge Cothran is unavailable, the parties agree that any circuit court judge assigned to the Third Judicial Circuit may exercise jurisdiction over this matter. Notwithstanding this provision, the parties may exercise any other remedies available for the protection of persons and property.

8. All parties acknowledge and agree that each party's claim against any other party is doubtful and disputed, and that this Agreement is not an admission on the part of any party to this Agreement of liability, and that this Agreement is a negotiated settlement.

IT IS THEREFORE ORDERED that the parties shall execute such documents so as to effectuate the settlement as set forth above and as approved by this Court;

AND IT IS SO ORDERED.

(Order of Judge R. Ferrell Cothran, Jr. filed January 4, 2019)

2. Defendants allege in their Motion for Specific Acts that the parties have been unable to voluntarily effectuate the terms of the settlement resulting in the filing of their Motion seeking to enforce the terms of the settlement. Plaintiffs would show that the Defendants have failed to comply with the terms of the Settlement Order in accordance with the provisions of Rule 70, SCRCF. The subject Rule applies to the conduct of the Defendants when it states that “[i]f a judgment directs a party to execute a conveyance of land or to deliver deeds or other documents or to **perform any other specific act**, and the party fails to comply within the **time specified**, ...” Rule 70, SCRCF, prescribes sanctions for such non-performance. A specified time in which an act must be performed by a particular party is an essential element of the Rule.

The Agreement was entered upon the record of this case on April 25, 2017. Judge Cothran’s Order incorporated the terms of the Court-Approved Settlement Agreement and set a specific time for the Defendants to construct the agreed-upon road; to wit:

Defendants shall, within a time period not to exceed two (2) years [hereinafter “Construction Period”] from the date of this Agreement, take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property along Parcel B. Upon completion of the private exclusive roadway along Parcel B, and subject to the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described in Parcel A and shown on the LAND SWAP plat. Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs’ real property.

(Order filed 01/04/2019, p. 4, ¶5)

The plain language of the Settlement Order requires that the Defendants “**shall, within a period not to exceed two years from the date of the Agreement,**” take all necessary action to clear and construct a private exclusive roadway, and the Settlement Order clearly describes the location where the said roadway was to have been constructed. The two year time period for

the Defendants to complete the roadway is the only “**time specified**” in the entire Settlement Order for the performance of any act agreed upon. The relief sought by the Defendants by way of Rule 70, SCRCP, can only be applied to the Defendants themselves, and not to the Plaintiffs, as the Defendants are the sole parties to the Settlement Agreement under a duty to perform any particular act within a “**time specified**” not to exceed two years.

The language of the Settlement Agreement is clear and unambiguous. The intent of the parties is set forth in plain language in the Agreement and in the Court’s Settlement Order. “In South Carolina jurisprudence, settlement agreements are viewed as contracts.” Kinghorn as Trustee for the Mildred Ann Kinghorn Trust Dated 28 April 2004, v. Sakakini, 426 S.C. 147, 151, 825 S.E.2d 748, 749 (Ct. App. 2019). “When interpreting a contract, a court must ascertain and give effect to the intention of the parties.” Wallace v. Day, 390 S.C. 69, 74, 700 S.E.2d 446, 449 (2010). Through no fault on the part of the Plaintiffs, the Defendants defaulted in performing under the agreement, and they are now attempting to re-write the Agreement three years after the agreement and more than a year after expiration of the time set for them to complete the roadway.

The Defendants obtained a wrongful Order Granting a Temporary Injunction against the Plaintiffs regarding Shingle Mill Road on July 10, 2020. Plaintiffs requested a hearing on the temporary injunction as provided by Rule 65, SCRCP, and the Court scheduled a hearing by teleconference for July 22, 2020, at 9:00 A.M. On July 15, 2020, Plaintiffs’ counsel was copied with the following e-mail from David Holler, Esquire, attorney for the Defendants:

Kimberly,

Judge Cothran asked that I find out “how much time is needed to complete the road?” I have the answer, but an explanation is necessary.

Under the terms of the agreement and the 1-4-19 Order, the Champions are to grant a 50 foot easement across Parcel A (the road near Ms. Ludd's home), and a land swap of .97 acres would occur between the Champions and Hallmans. The "two year period" of continued use was for Shingle Mill Road as it *then* meandered through the Champions property. The time period was necessary because the Hallman's weren't really sure how and where the new road would be constructed, i.e. low lying areas, land clearing, etc.

The roadway "beyond" the land swap has already been cleared, and thus the additional time is NOT needed. What is needed, however, is for the 50 foot easement and the land swap deeds to be recorded. Once the easement and deeds are recorded, the Hallman's will necessarily need time to clear the EASEMENT and the land swapped property. Obviously, the Hallman's have never owned the agreed upon swapped land, so therefore it hasn't yet been cleared. Similarly, the Hallman's have made every effort to appease the Champions and have not used Shingle Mill Road as it meandered through their homes since the settlement agreement was reached.

The temporary permissive easement across the land of farmer Van Sealy has been revoked as of last Friday, and therefore the deeded easement across Parcel A is now the *only* route in which Defendants can reach their homes.

I WAS scheduled for a 9 am, SCDTAA board meeting next Wednesday, July 22, 2020, in Asheville NC, although the conference has been cancelled. My understanding is that the meetings are still going forward virtually, although I do not know what time. I will make myself available at 9 am however for a video conference.

Respectfully, I would offer that no hearing is necessary regarding the pending Rule 70 motion for specific performance. I do acknowledge that a hearing is necessary for the TRO, although the granting of the Rule 70 motion would make the TRO moot.

David

Counsel refers the Court to the foregoing Order filed January 4, 2019, copied verbatim, and written in plain language for ease of reference in this Memorandum. The Land Swap Plat discussed by Mr. Holler in his explanation to Judge Cothran is included in this submission as a Plaintiffs' Exhibit No. 1. The Plat is dated May 28, 2017, and it was recorded January 17, 2019. No construction on the agreed upon road has been done. The subject portion of the Champion Land Swap is now exactly as it was on the date of the Agreement on April 25,

2020. Attached as Plaintiffs' Exhibit #2 is an Access Survey dated June 30, 2020, showing the roadway established by the Defendants and used by them instead of constructing the road agreed upon. Photographs showing the land as it was on July 10, 2020, are submitted as Plaintiffs' Exhibits No. 3-7.

Also incorporated herein is Rule 70, SCRCP, which is clear on its face. Mr. Holler's explanation, which he found necessary to give before he could inform Judge Cothran of "how much time is needed to complete the road" is annexed to this Memorandum as a Plaintiffs' exhibit. Plaintiffs assert that the Defendants are attempting to explain away and re-write the Agreement to bring the Settlement Order into compliance with Defendants' version of the facts to meet their purposes.

Each of the above-mentioned documents speak for themselves. The Settlement Agreement was put on the record as negotiated and contained the exact terms to which the parties agreed. During the negotiations, Plaintiffs represented that they had the resources and equipment with which to clear the easement and construct the roadway, so it was not going to be necessary for them to hire an outside contractor to complete the work within two years. The Land Swap Plat described in the Settlement Order and discussed by Atty. Holler in his email is dated May 26, 2017; the Settlement Order was filed. Plaintiffs relied upon the representations made by the Defendants to enter into the compromise agreement. The Court accepted Defendants' statement and ordered that the road "shall, within a period not to exceed two years from the date of the Agreement" be completed. What the Defendants said in negotiations and placing the agreement on the record, what they are maintaining at this point in the proceedings, and what their actions have shown in the interim reflect a drastic contrast between their positions on April 25, 2017, and where their position has ended up in July of 2020.

The Settlement is as it was when the parties entered it on the record; it is the same settlement reduced to writing as the Settlement Order of the Court, and the Settlement reflects the intention of the parties. No amount of explaining and maneuvering can legally change the Agreement. “The court is without authority to consider parties’ secret intentions, and therefore words cannot be read into a contract to impart an intent unexpressed when the contract was executed.” Wallace, 390 S.C. at 74, 700 S.E.2d at 449).

3. On the other hand, the Court summarily ordered that the parties execute documents to effectuate the settlement as set forth in the Settlement Order. No specific date or time frame is mentioned with regard to execution of the documents to effectuate the settlement. There is no ambiguity in the terms of the Settlement Order, and there is no need to construe the plain and unambiguous language requiring the construction of the roadway “not to exceed two (2) years hereafter.” There is no contingency involved and no qualification attached to the mandate that the roadway shall be constructed within the two year period. In deciding the case of Willms Trucking Company, Inc. v. JW Construction Co., Inc., 314 S.C. 170, 178, 442 S.E.2d 197, 202 (Ct. App. 1994), the South Carolina Court of Appeals cited the following illuminating holdings which apply to a party who, as here, does not come to the court with clean hands: (1) “(A) party cannot take advantage of his own default in the performance of a contract,” and (2) “where a contract is not performed, the party who is guilty of the first breach is generally the one upon whom all liability for the nonperformance rests. (Internal Cites Omitted) Willms Trucking, 314 S.C. at 178, 442 S.E.2d at 201.

4. The Settlement Order is silent as to the time within which the deeds were to be executed. Therefore, Rule 70, SCRCp, is not applicable to the Plaintiffs in this case. Of concern to the Plaintiffs is the fact that Defendants are attempting to force a transfer of the property

when they have failed to comply with the Settlement Agreement to construct the roadway which they claimed to be of grave necessity. Defendants' push to obtain title to Plaintiffs' property without showing a willingness to perform under the Settlement Agreement follows a pattern apparent from the history of this litigation. This action originated due to the misconduct of the Defendants, and the course of this litigation has been marked by efforts of the Defendants to gain control over and use of Plaintiffs' property to the detriment of the Plaintiffs. (*Affidavit of Evelyn C. Ludd dated July 21, 2020, marked Plaintiffs' Exhibit 8*) From the actions of the Defendants in disregarding the court-approved settlement, it can be inferred that the Defendants are using the courts as a means to further manipulate, harass and gain an advantage over the Plaintiffs.

5. Defendants have breached the Settlement Agreement, the Plaintiffs deny any breach on their part. Plaintiffs have been forced to defend themselves and their property against wrongful litigation precipitated by the Defendants and they have suffered damages thereby.

WHEREFORE, for the foregoing reasons, Plaintiffs pray that the Court deny Defendants' Motion for Specific Acts and award Plaintiffs attorney fees and the costs of this litigation.

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 Facsimile (803) 775-6365
 Email: moorelawfirm@ftc-i.net
 Attorney for Plaintiffs

July 24, 2020
 Sumter, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
))
The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)
Plaintiffs,)
vs.)
))
Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

**AMENDED
MEMORANDUM IN OPPOSITION TO
DEFENDANTS' MOTION FOR
SPECIFIC ACTS AND VESTING TITLE
UNDER RULE 70, SCRPC**

EXHIBITS

Plaintiffs' Exhibit Number Exhibit Description

1. Land Swap Plat – Dated May 26, 2017 – Recorded January 17, 2019
2. Access Survey – Dated June 30, 2020
3. Photo 2414 – Road along hedgerow
4. Photo 2439 – Beginning of road along hedgerow
5. Photo 2119 – Hedgerow Road which runs alongside established road
6. Photo 2301 – View of Evelyn C. Ludd's house
7. Photo 2232 - Established road leading to Evelyn C. Ludd's house
8. Affidavit of Evelyn C. Ludd dated July 21, 2020

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Attorney for Plaintiffs

July 24, 2020
Sumter, South Carolina

PLAINTIFFS' EXHIBIT

PENG-Byrne, M. J.

LAND SWAP

SHINGLE MILL ROAD ACCESS

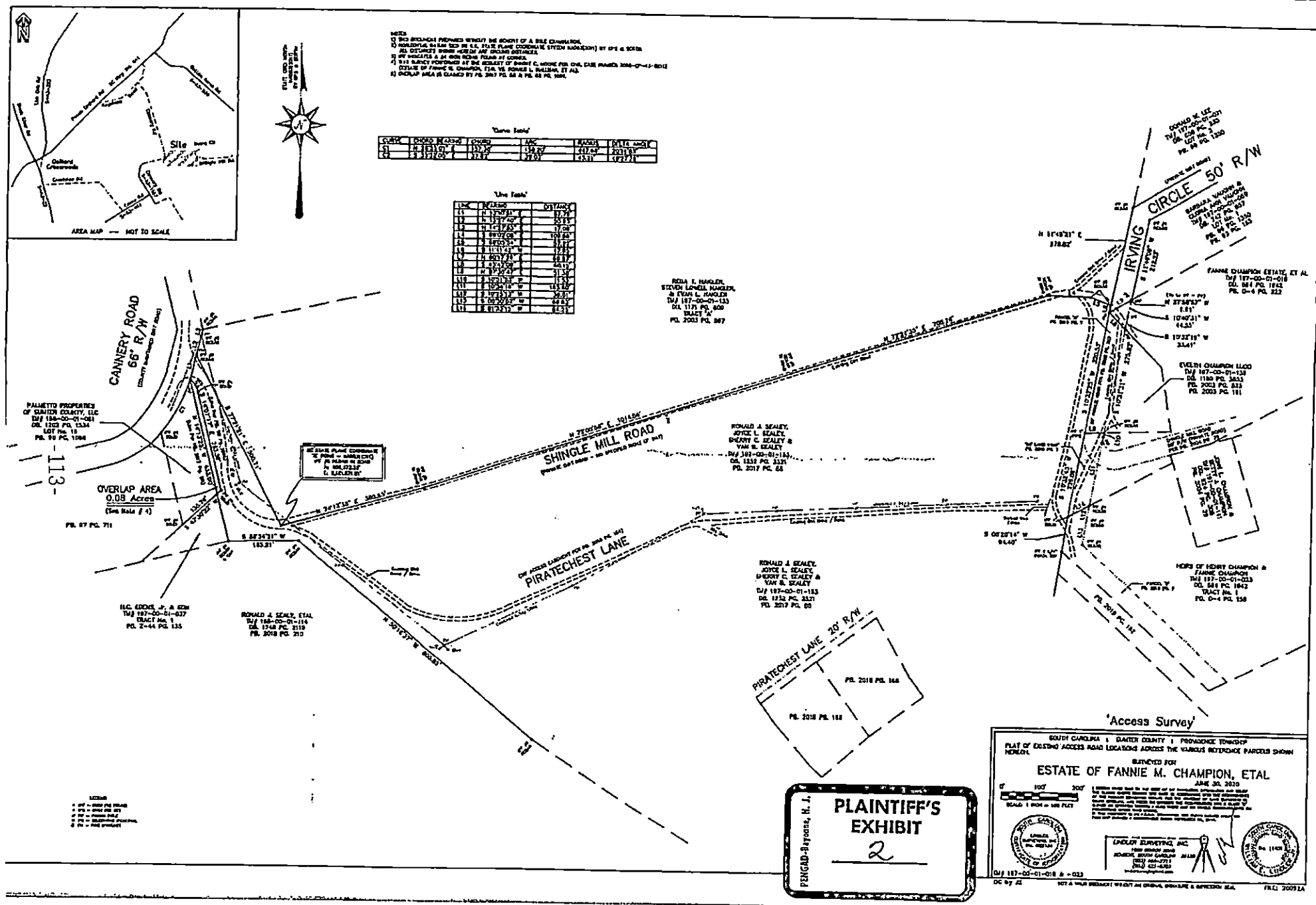
SITUATED IN PROVIDENCE TOWNSHIP, COUNTY OF SUMMIT,
STATE OF SOUTH CAROLINA.
PLAT PREPARED AT THE REQUEST OF 777777777777
PORTION OF TWS# 197-00-01-019, 197-00-01-139, 197-00-01-023,
198-00-01-026 & 198-00-01-064.

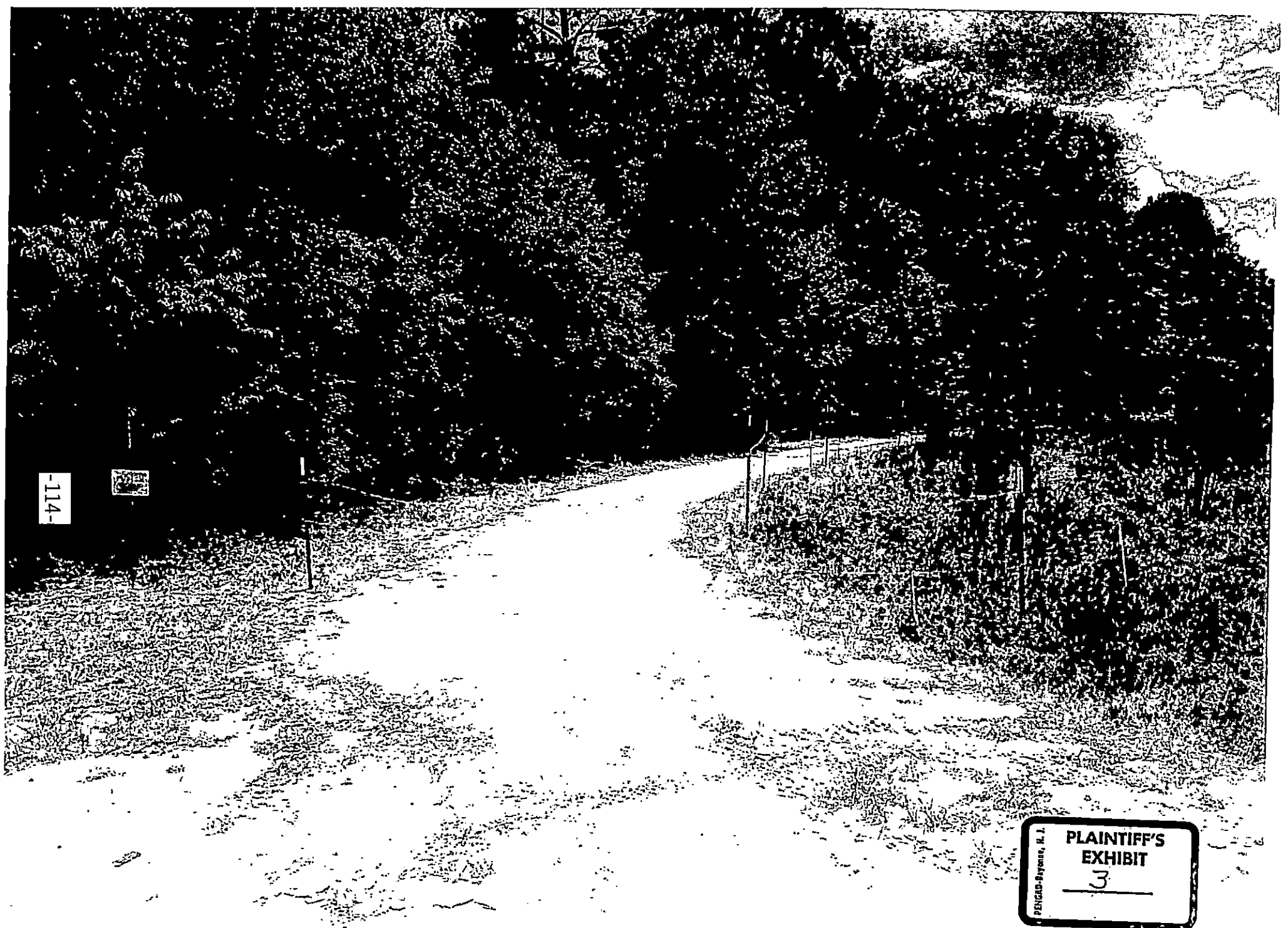
Black River Land and Surveying, LLC
Surveying Planning Mapping
2305 Alvers Green Road
Beverly Hills, SC 29164
803-433-6061 (office)
803-433-6062 (cellular)
bills@rls-bk.com
www.bk.com

SECRET
TO THE PRESIDENT AND VICE PRESIDENT
FROM THE SECRETARY OF DEFENSE
SUBJECT: [REDACTED]
DATE: [REDACTED]

[illegible][illegible]

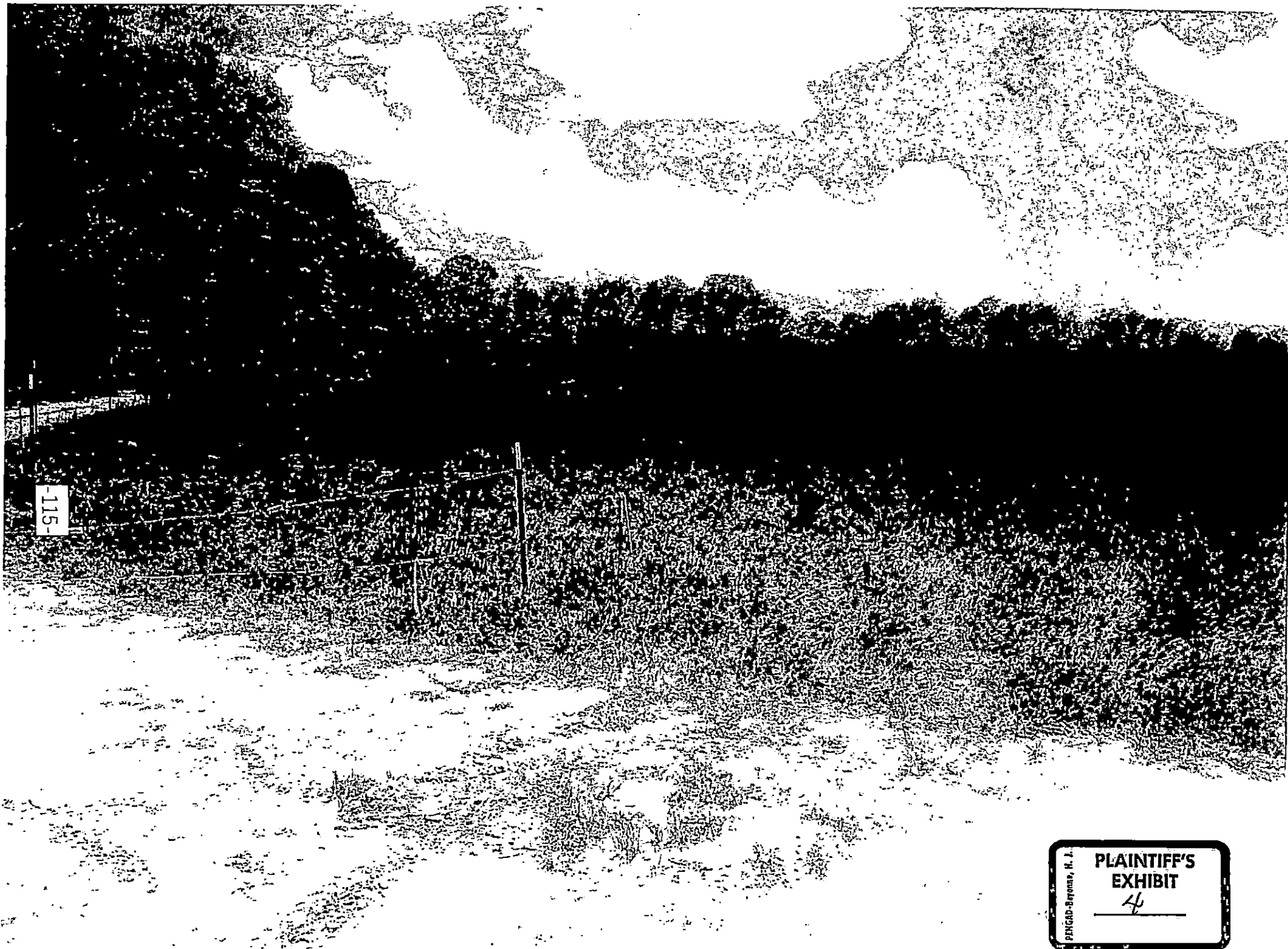
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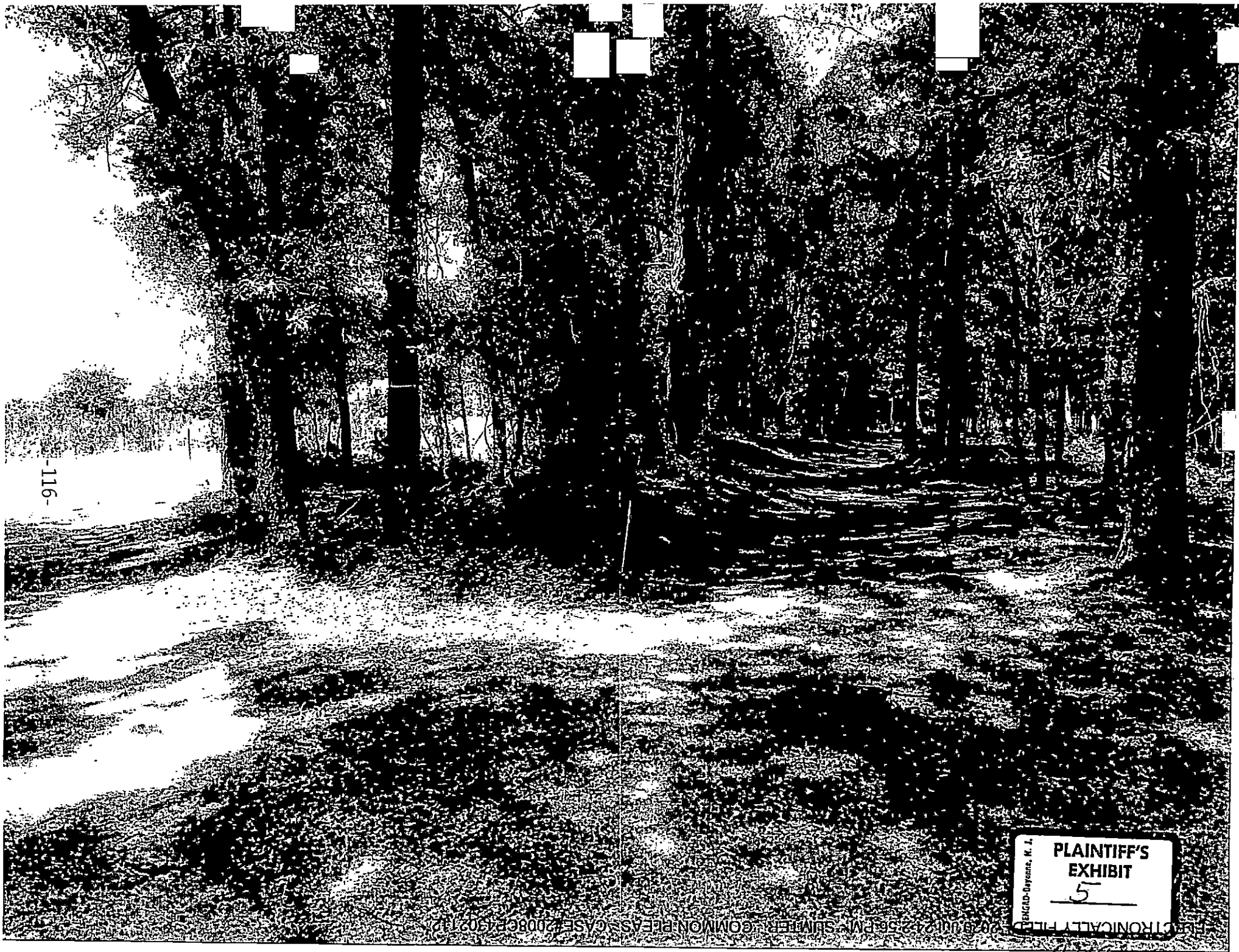


-114-

PENGAD-Bywater, N.J.
**PLAINTIFF'S
EXHIBIT**
3



PENGAD-Beyona, N. J.
**PLAINTIFF'S
EXHIBIT**
4



-116-

PLAINTIFF'S
EXHIBIT
5

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-118-

PLAINTIFF'S
EXHIBIT
7

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2272

STATE OF SOUTH CAROLINA"

COUNTY OF SUMTER

AFFIDAVIT OF EVELYN C. LUDD



The property that the Champion family resides on is family owned. Half belonged to Mrs. Champion's grandmother (Mrs. Lula Gooden Holmes), and the other half belonged to her nephews (Lawrence, Johnny and Willie Martin). After the passing of her grandmother (Mrs. Holmes) her half of the property was deeded to Henry and Fannie M. Champion by her children. The other half of the property belonged to (Willie, Johnny and Lawrence Martin).

Mr. and Mrs. Champion purchased the other half of the property from them.

Before all of the above took place, the champions were already residing on the property.

We co-existed in peace until the Hamiltons, Hallmans and the Davenports started coming through. They originally tried to go through from the Cotton Acres side where a wagon path was located.

They started coming through our property claiming damage saying they couldn't get through from the Cotton Acres side. They came onto the property unannou-119-d.

②

There was a wire gate separating the two properties or the property that they were claiming.

The second time time they came back in a truck, one driving around our property and the other two on the back of the truck with guns.

They told Mr. Champion that they were going to tear down the wire fence and there was nothing we could do about it because we didn't own the property at the moment, but the Champions were actually in the process of purchasing the property (the half that belong to (Willie, Johnny and Lawrence)).

After forcing their way through they brought tractors and began cutting a pathway through the middle of the property without permission.

They told the Champions that because they didn't own it, they couldn't stop them.

Once the Champions obtained the other half of the property, now owning both halves, they still told them that there was nothing they could do to stop them and they continued to ma-120- their path way through the property now

③

that was now fully owned by the Champions.

After they moved on their property, Chaos followed, High traffic, threatening phone calls, people riding through yelling and screaming, sometimes yelling "You Niggers, Niggers."

They would drive through the yard without permission. We witnessed them driving fast, killing family pets. Mrs. Champion asked them to slow down as she had grand children playing outside as well as pets.

They responded, "well, you better keep them out of the driveway!"

She became fearful not knowing what would happen, so she kept them inside.

At one point, she had to take out a restraining order.

They constantly brought tractors cutting on the property without permission. Their guests would come through yelling, speeding and honking of horns.

Often, at night, they would come in the yard yelling and screaming "you Niggers." This sometimes took place -121- and 3 in the morning hours waking us up

(4)

and honking their horns and spitting out the windows, causing the family to be startled, not knowing what was going to happen.

They would stop people coming to visit us and tell them, they could not come or go back there because they did not live back there.

one of Mrs. Champion's grandson was sideswiped by one of their guests while he was walking the road and they drove off in their truck.

We were told by them to never even sit one foot on their property, but they kept coming on our property with their disrespectfulness.

They had the school bus stopped from coming to pick up the children from back here because they said it was ruining the road.

The police had to be called numerous times because they kept antagonizing behaviors ongoing.

They have never been given consent to do anything on this property, not by parents or children, always by force. You all can't tell us what to do, we do what we want.

5

Never the less, the Champion
family still remains peaceful

Evelyn C. Ludd
Evelyn C. Ludd

Sworn to before me this
21 day of July 2020.

[Signature] (L.S.)
Notary Public for SC

My commission expires 9/17/20

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)

Plaintiffs,)

vs.)

Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

**NOTICE OF MOTION AND
MOTION TO IMPEAD OWNER(S)
OF ADJOINING LAND**

TO THE ABOVE-NAMED DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE that, pursuant to Rule 22, South Carolina Rules of Civil Procedure, the Plaintiffs in the above-styled action will move before this Court within ten days hereof, or as soon thereafter as the matter may be heard, for an Order of the Court granting Plaintiffs leave to implead the owners of the land adjacent to the property that is the subject of this litigation (hereinafter "Subject Property"), the grounds of Plaintiffs' Motion being as follows:

1. This controversy involves the use of a certain right-of-way easement to which the Plaintiffs claims ownership and used as a roadway by the Defendants. This action was filed September 17, 2008, and scheduled for disposition on April 26, 2017, in the Court of Common Pleas before the Honorable R. Ferrell Cothran, Jr.

2. At the call of the case on April 26, 2017, Counsel for the parties informed the Court that a settlement had been reached, and requested the Judge to approve the settlement. The terms of the court-approved settlement were put on the record at the hearing and incorporated in the Order of the Court, which Order was filed January 4, 2019. The pertinent portion of the compromise settlement, as it relates to Plaintiffs' Motion to Implead Owners of Adjoining Land, provides for a two year period ("Construction Period") for the Defendants to clear vegetation and construct a roadway upon a specific site. In the meantime, the "[d]efendants shall immediately be entitled to use and maintain the easement in its current location, provided however, that within a period of time not to exceed two (2) years from the date of this Agreement, Defendants shall maintain the traveled portion of the roadway as far as practicable away from the residence of Evelyn C. Ludd." (*Order filed 01/04/2019, p. 3, ¶3*)

3. During the Construction Period, the Defendants established and traveled upon a roadway located upon the property of the adjoining landowners outside of and parallel to the site where the new easement/roadway was to be constructed. Upon information and belief, the adjoining property is owned by Steven Lowell Haigler, Reba T. Haigler, Evan L. Haigler, Ronald J. Sealey, Joyce L. Sealey, Van B. Sealey, Jr., and Sherry C. Sealey.

4. The owners of the adjoining property subject to interpleader are not named parties to the action before the Court.

5. On June 2, 2020, Defendants filed a Motion for Specific Acts and Vesting title Under Rule 70, SCRCP, with regard to the Court-Approved Agreement, which Motion is pending in this court.

6. Due to the present posture of the case, the ends of justice and a full and fair hearing on the Defendants' said Motion require that the owners of land adjacent to the subject property be

impleaded as parties to this action. In support of this Motion, Plaintiffs submit as exhibits the Affidavit of Evelyn C. Ludd and a visual rendering of an Access Survey showing the location of the roadway established by the Defendants upon the land of adjoining landowners. The established roadway is on land contiguous to the Subject Property upon which the new roadway was to have been constructed.

7. Granting Plaintiffs' Motion to implead the owners of adjoining lands would not prejudice any party, and these parties are essential to a full and fair adjudication of this controversy. Furthermore, the remedy of interpleader is of right and not in the discretion of the court.¹

8. This Motion is not made for the purpose of delay.

WHEREFORE Plaintiffs pray that the Court grant them leave to implead as parties to this action the owners of land adjoining the subject property, to wit, Steven Lowell Haigler, Reba T. Haigler, Evan L. Haigler, Ronald J. Sealey, Joyce L. Sealey, Van B. Sealey, Jr., and Sherry C. Sealey, or so many of them as the public records of Sumter County, South Carolina, show are owners thereof.

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 Email: moorelawfirm@ftc-i.net
 Attorney for Plaintiffs

July 10, 2020
 Sumter, South Carolina

¹ Rule 22, SCRCF, Notes

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

The Estate of Fannie M. Champion, by
Evelyn Champion Ludd, Personal
Representative, Samuel Champion,
Evelyn C. Ludd, Sarah C. Evans,
Rachel C. Brown, Henry Champion, Jr.,
Janie M. Champion, Mary Johnson and
John L. Champion,
Plaintiffs,
vs.

**AFFIDAVIT OF EVELYN C. LUDD
IN SUPPORT OF INTERPLEADER**

Ronald L. Hallman, Marjorie J. Hallman,
Elton J. Hallman, Conswalla E. Hallman,
Oron J. Hallman, Hazelee C. Hallman,
Edward G. Hamilton, Helen D. Hamilton,
Edward E. Hamilton, Raymond Forbes
Davenport, II, and Mary Ellen Davenport,
Defendants.

Personally appeared Evelyn C. Ludd who, upon being first duly sworn, deposes and says
as follows:

1. I submit this Affidavit in the capacity of Personal Representative of the Estate of Fannie M. Champion, Plaintiff, and as an individual Plaintiff in the within action. This controversy involves the use of a certain right-of-way easement to which the Plaintiffs claim ownership and was used as a roadway by the Defendants.

2. My Affidavit is submitted in support of Plaintiff's Motion for leave to implead the owners of the land adjacent to the property that is the subject of this litigation (hereinafter "Subject Property").

3. I am one of several children of Fannie Champion who have resided on or around the subject property owned by our parents since they purchased it in 1993.

4. The Hallmans have used Piratechest Lane, which is located in the vicinity of the original Shingle Mill Road, as well as a road that runs along the edge of a field that adjoins our property. They have used these accesses for over two years.

5. At no time since the Agreement has any member of my family had any dealings with any of the parties to this lawsuit or interfered with any effort to put a road in.

6. Because the Hallmans had put in or used two other accesses, it was the belief of our family that they no longer wanted or needed access through another road.

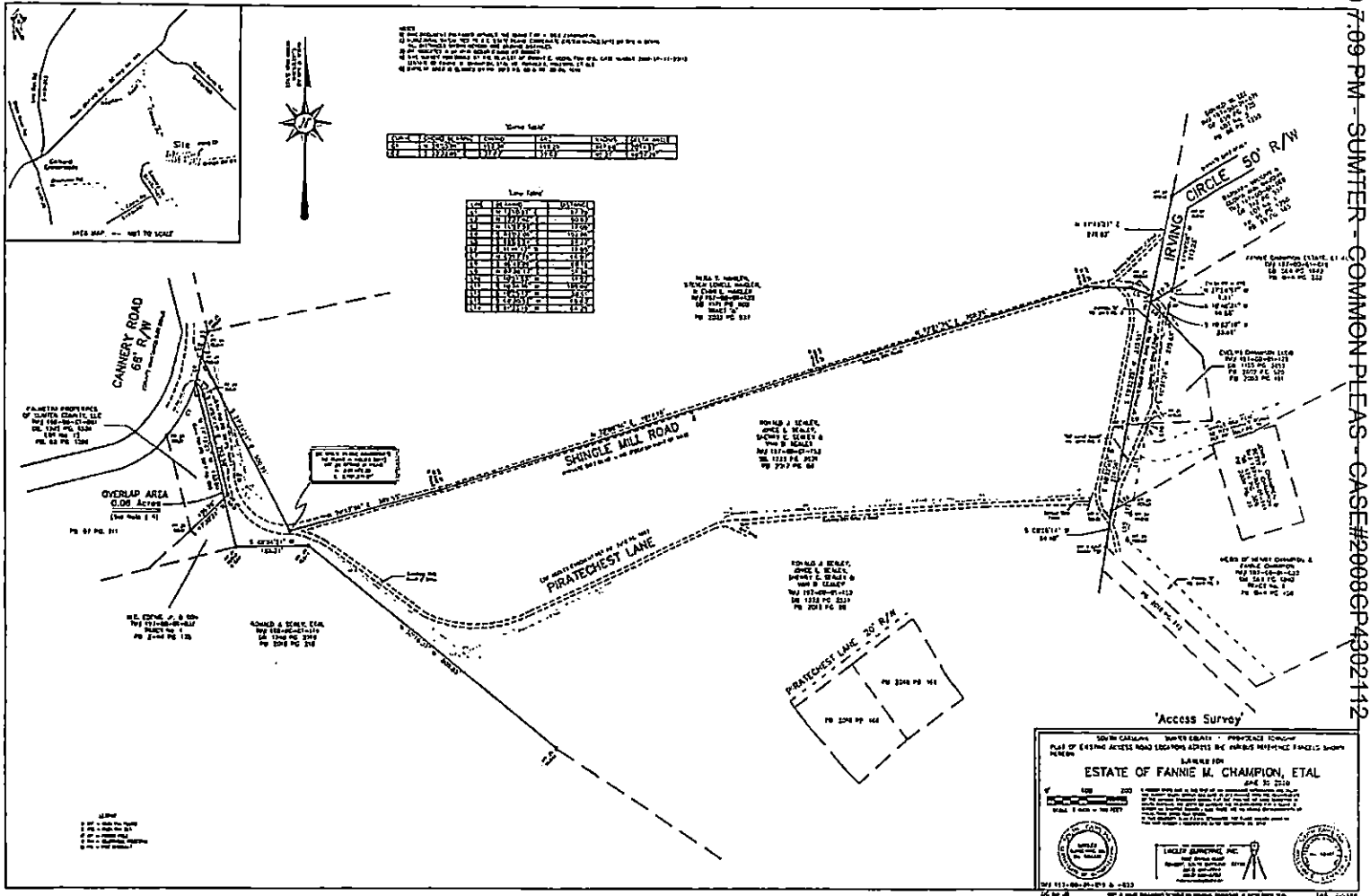
Further Deponent sayeth not.

Evelyn C Ludd
Evelyn C. Ludd

Sworn to before me this 9th
day of July 2020.

D C 1 (L.S.)
Signature of Notary Public

Dwight C. Moore
Printed Name of Notary Public
My Commission expires 9/17/20



STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)

Plaintiffs,)

vs.)

Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO. 2008-CP-43-02112

**SUPPLEMENT TO
NOTICE OF MOTION AND MOTION
TO IMPEAD OWNERS OF
ADJOINING LAND**

Plaintiffs hereby supplement their Motion to Implead Owner(s) of Adjoining Land, which Motion was filed July 10, 2020, with the following aerial photographs from the records of the Sumter County Assessor for the purpose of providing an aerial view of the real property at issue.

The photographs are marked Plaintiffs' Exhibits 1-9, and are described as follows:

- Plaintiffs' Exhibit 1: Ronald L. Hallman, et al., 2375 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 2: Edward Hamilton, et al., 2380 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 3: Edward E. Hamilton, 2400 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 4: Raymond F. Davenport, 2450 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 5: Mary Ellen Davenport, 2520 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 6: John L. Champion, et al., 2635 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 7: Estate of Fannie Champion, 2645 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 8: John Champion, et al., 2650 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 9: Evelyn C. Ludd, 2685 Shingle Mill Rd., Dalzell, SC 29040

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Email: moorelawfirm@ftc-i.net
Attorney for Plaintiffs

July 28, 2020
Sumter, South Carolina



Sumter County SC

Ronald L. Hallman, et al
 2375 Shingle Mill Rd
 Dalzell, SC 29040
 TM No. 197-00-01-055

0 50 100 200 ft

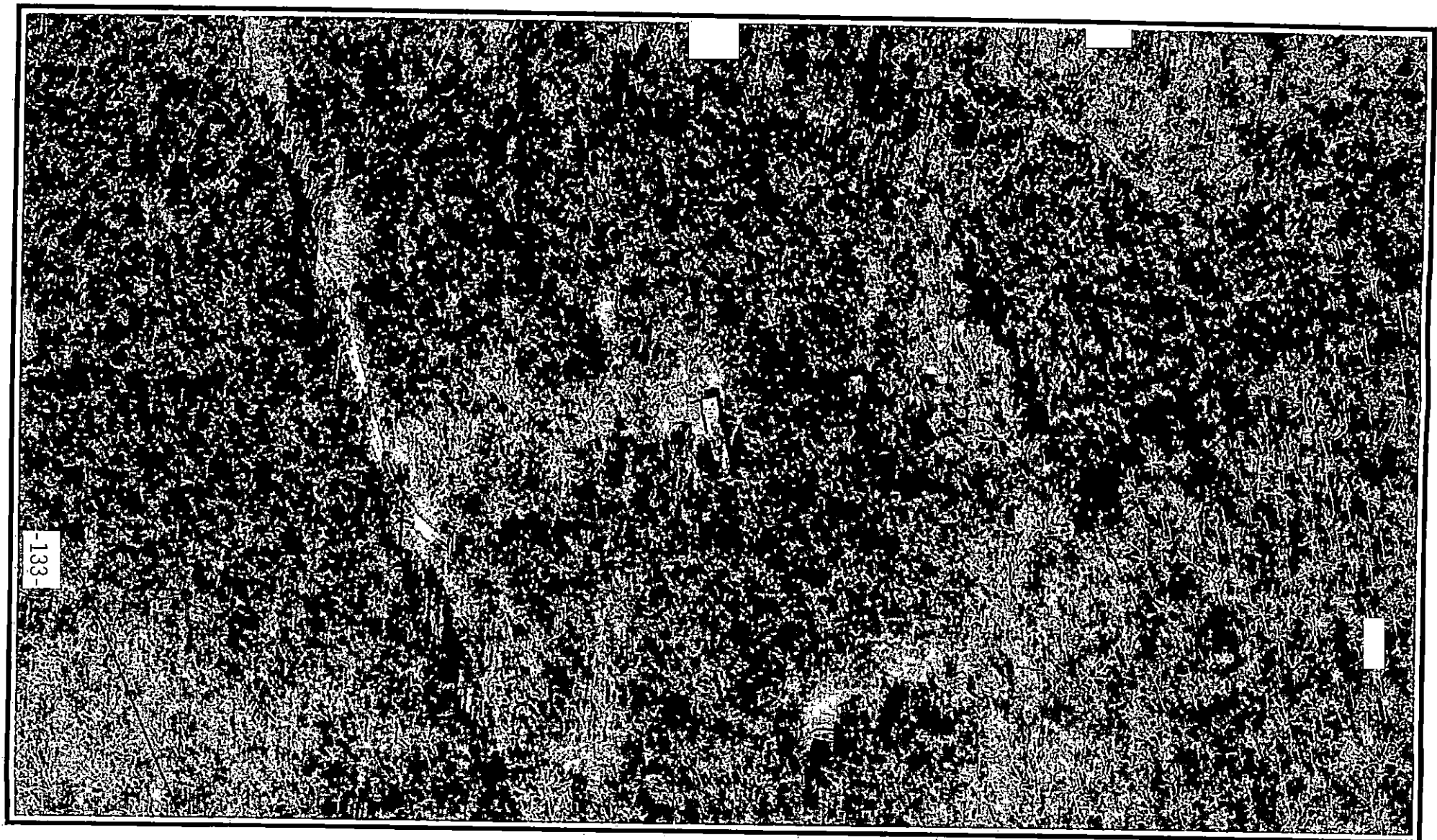
1 inch = 100 feet



Author: Sumter County, SC

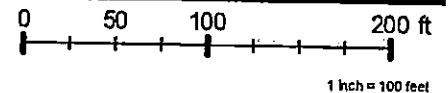
Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

Electronically Filed - 2020 Jul 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112



Sumter County SC

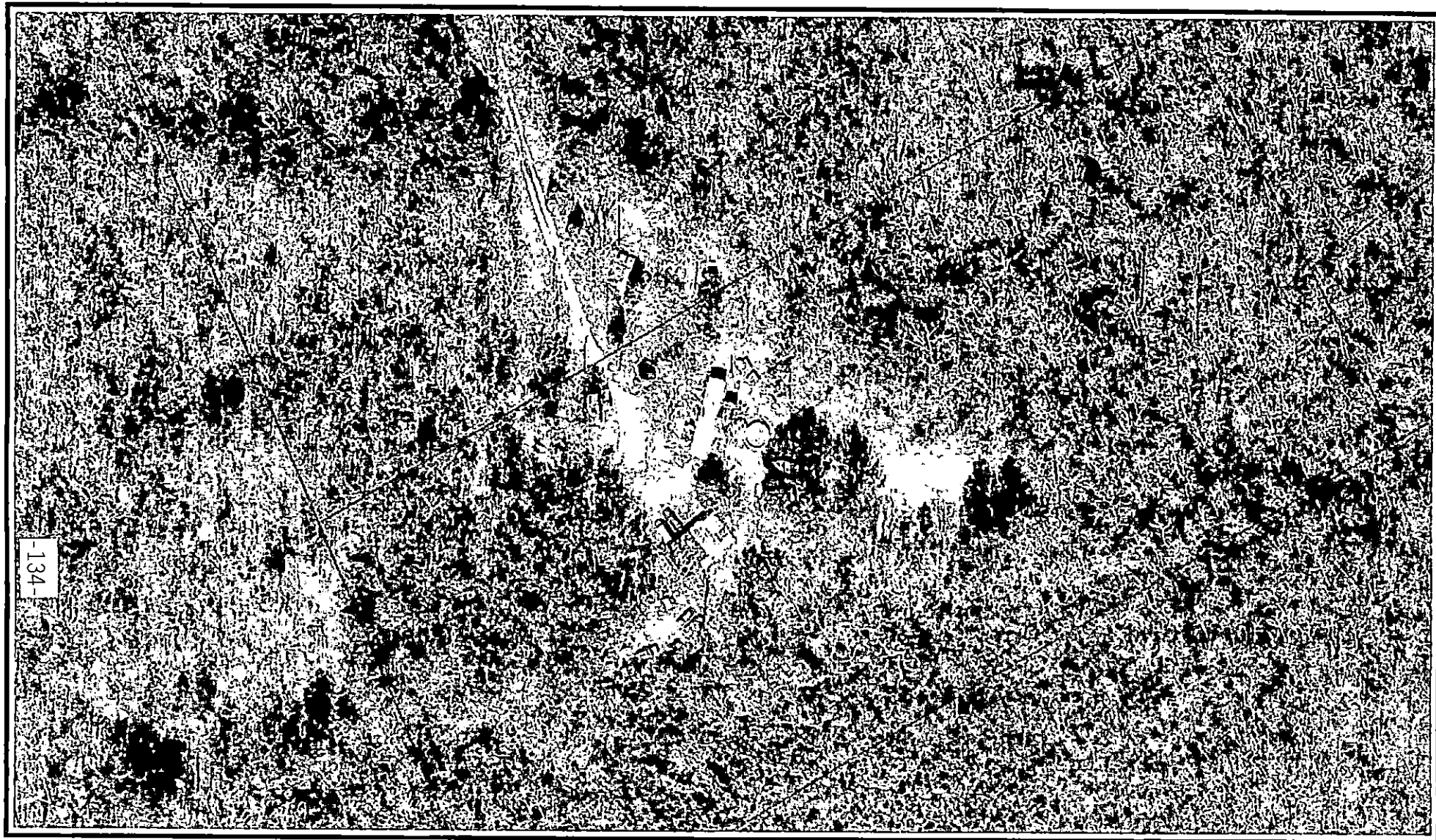
Edward Hamilton, et al.
 2380 Shingle Mill Rd.
 Dalzell, SC 29040
 TM No, 198-00-01-102



Author: Sumter County, SC

ELECTRONICALLY FILED - 2020 JUL 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112

Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.



Shingle Mill Rd

Edward E. Hamilton
2400 Shingle Mill Rd
Dalzell, SC 29040
TM No. 198-00-01-101

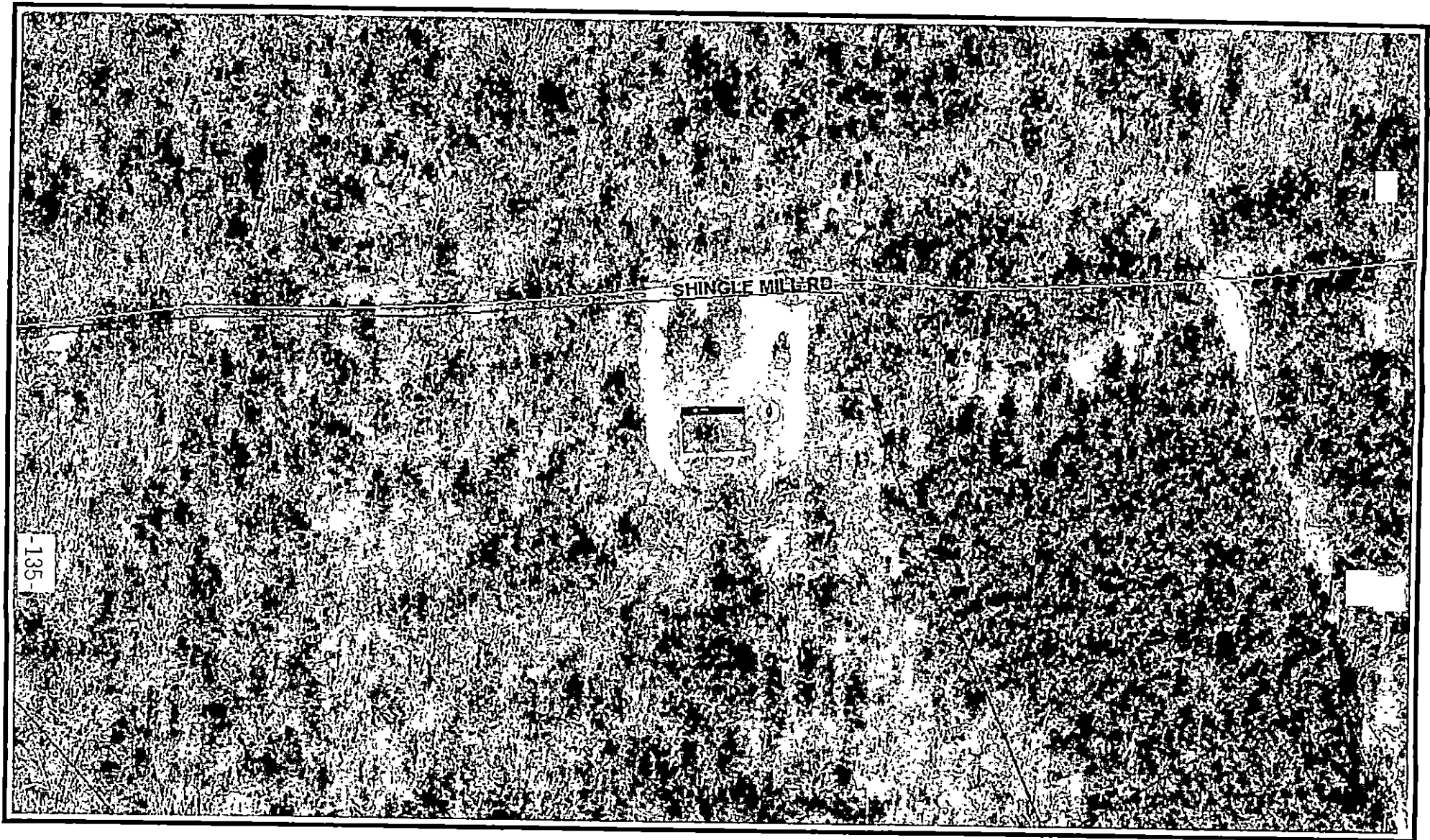
0 50 100 200 ft
1 inch = 100 feet



Author: Sumter County, SC

Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

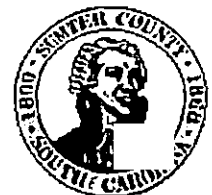
ELECTRONICALLY FILED - 2020 Jul 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112



Sumter County SC

Raymond F. Davenport, et al
2450 Shingle Mill Rd
Dalzell, SC 29040
TMI No. 400-00#22-205 (MH)

0 50 100 200 ft
1 inch = 100 feet



Author: Sumter County, SC

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Sumter County SC

Mary Ellen Davenport
2520 Shingle Mill Rd.
Dalzell, SC 29040
TM No. 198-00-01-020

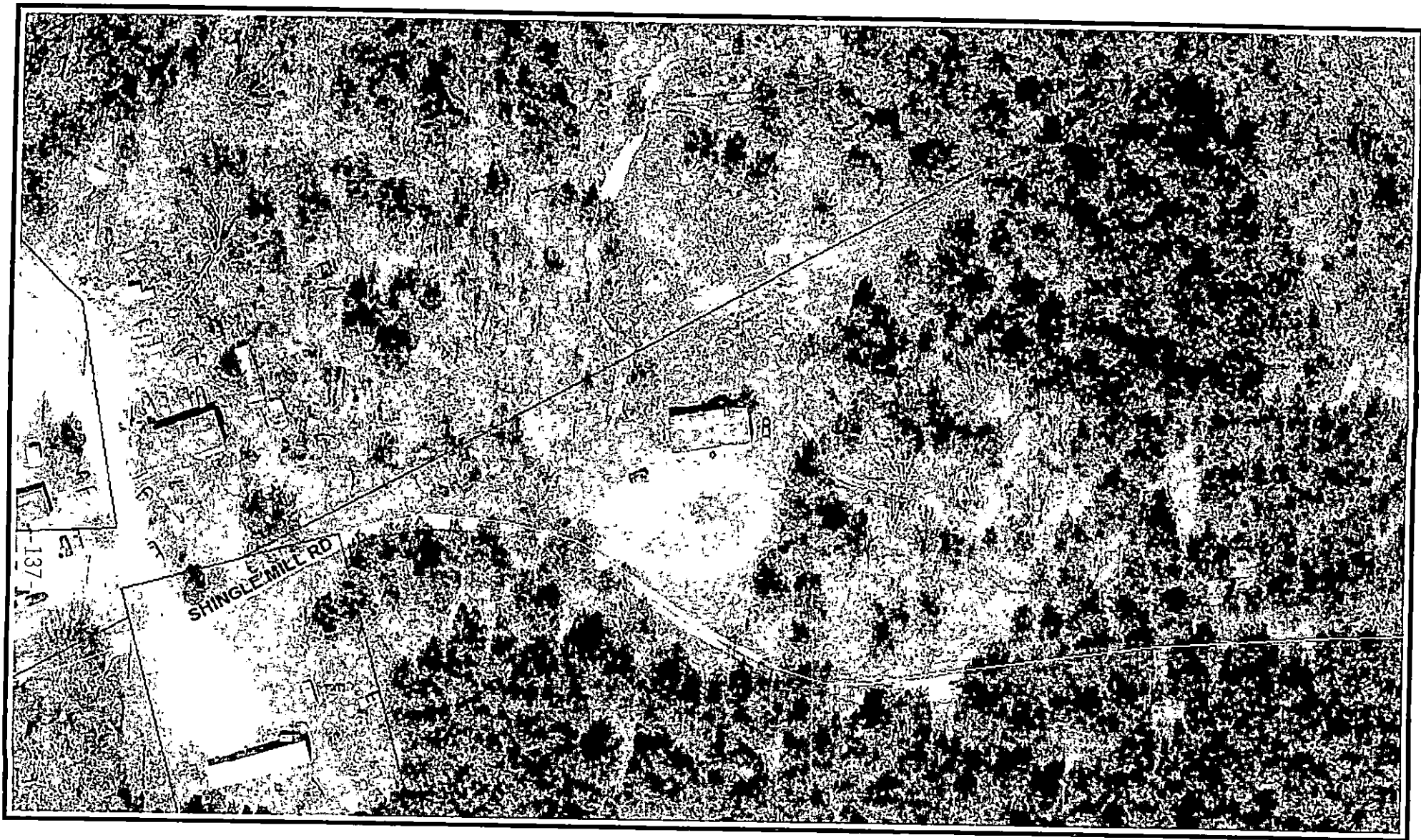
0 50 100 200 ft
1 inch = 100 feet



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Author: Sumter County, SC

ELECTRONICALLY FILED - 2020 JUL 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112



Sumter County SC

John L. Champion et al
2635 Shingle Mill Rd.
Dalzell, SC 29040
TM No. 400-00-21-716

(MH)

0 50 100 200 ft

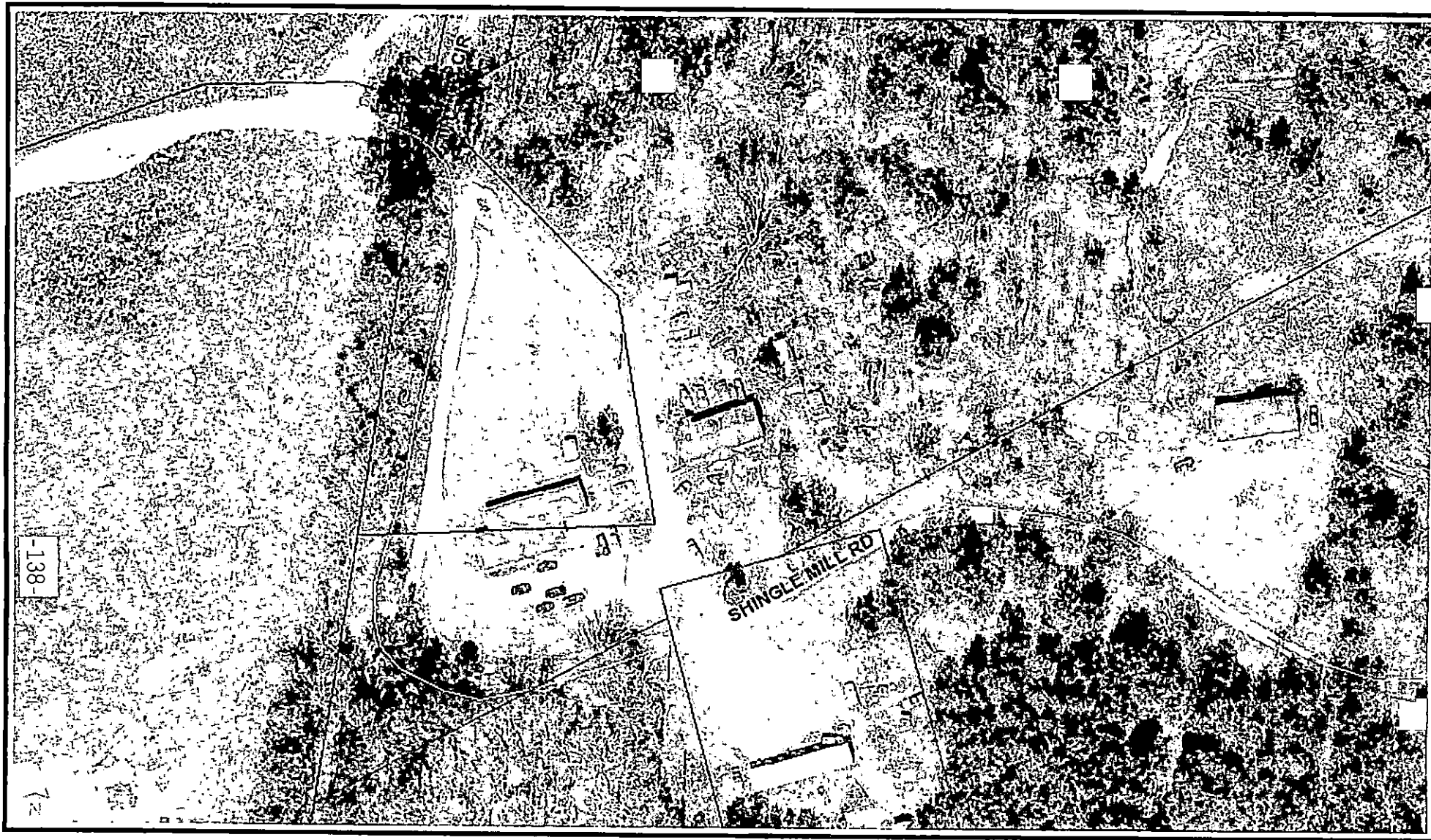
1 inch = 100 feet



Author: Sumter County, SC

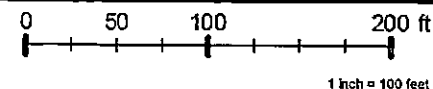
Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

ELECTRONICALLY FILED - 2020 Jul 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112



Sumter County SC

Estate of Fannie Champion
2645 Shingle Mill Rd
Dalzell, SC 29040
TM No. 197-00-01019

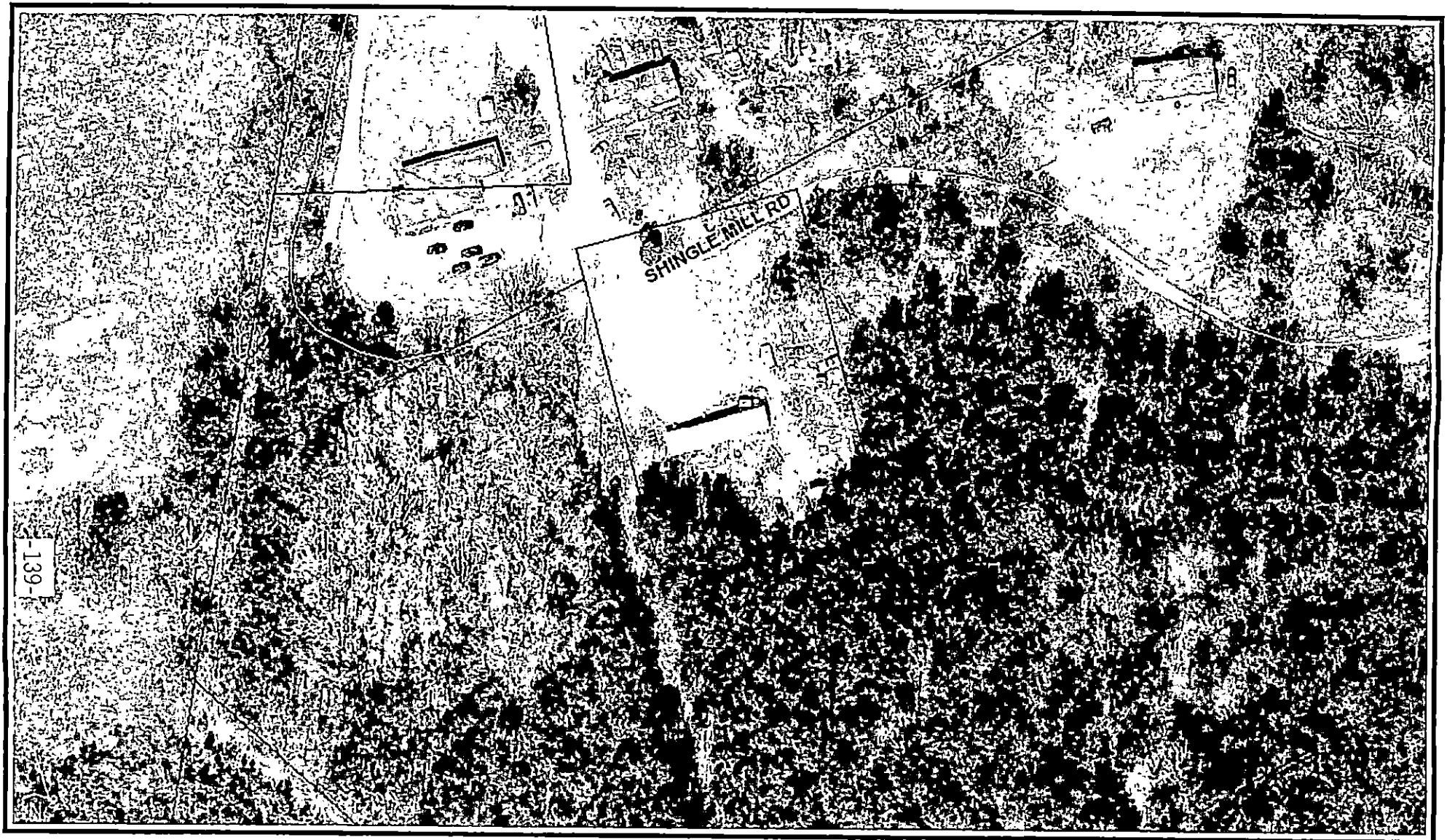


Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.



Author: Sumter County, SC

ELECTRONICALLY FILED - 2020 Jul 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#22008CP4302112



Sumter County SC

John Champion et al
2650 Shingle Mill Rd
Dalzell, SC 29040
TM No. 197-00-01-141

0 50 100 200 ft
1 inch = 100 feet



Author: Sumter County, SC

Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

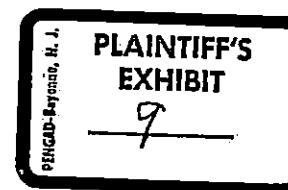
ELECTRONICALLY FILED - 2020 JUL 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112



Sumter County SC

Evelyn C. Ludd
2685 Shingle Mill Rd
Dalzell, SC 29040
TM No. 197-00-01-139

0 50 100 200 ft
1 inch = 100 feet



Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

Author: Sumter County, SC

Date: 7/28/2020

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SUMTER)
)
)
 The Estate of Fannie M. Champion, by)
 Evelyn Champion Ludd, Personal)
 Representative, Samuel Champion,)
 Evelyn C. Ludd, Sarah C. Evans,)
 Rachel C. Brown, Henry Champion, Jr.,)
 Janie M. Champion, Mary Johnson and)
 John L. Champion,)
 Plaintiffs,)
 vs.)
)
 Ronald L. Hallman, Marjorie J. Hallman,)
 Elton J. Hallman, Conswalla E. Hallman,)
 Oron J. Hallman, Hazelee C. Hallman,)
 Edward G. Hamilton, Helen D. Hamilton,)
 Edward E. Hamilton, Raymond Forbes)
 Davenport, II, and Mary Ellen Davenport,)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 FOR THE THIRD JUDICIAL CIRCUIT
 CIVIL ACTION NO. 2008-CP-43-02112

**NOTICE OF MOTION AND MOTION
 TO DISSOLVE ORDER GRANTING
 TEMPORARY INJUNCTION
 REGARDING SHINGLE MILL ROAD**

TO THE ABOVE-NAMED DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE that, pursuant to Rule 65, South Carolina Rules of Civil Procedure, the Plaintiffs in the above-styled action will move before this Court within ten days hereof, or as soon thereafter as the matter may be heard, for an Order of the Court dissolving the Order Granting Temporary Injunction Regarding shingle Mill Road issued by the Honorable R. Ferrell Cothran, Jr., Circuit Court Judge, on July 10, 2020.

1. The grounds of Plaintiffs' Motion are as follows: (1) The temporary injunction is unlawful because it did not comply with the prerequisites set forth in Rule 65, SCRCF, for granting an injunction, and (2) the Court erred in granting the injunction because the record is devoid of factual allegations to support the injunction issued in this case.

2. On July 10, 2020, Counsel for the Defendants, *ex parte*, requested Judge Cothran to grant a temporary injunction regarding Shingle Mill Road. Plaintiffs' Counsel's first knowledge of Defendants' request came via a copy of an email sent at 12:58 P.M. on 7/10/20 from Kimberly Land, Law Clerk to Judge Ferrell Cothran, addressed to moorelawfirm@ftc-i.net, davidholler@smithrobinsonlaw.com, tmays@sumtercountysc.org, RCothranJ@sccourts.org, and RCothranSC@sccourts.org, which stated:

Good afternoon,

In light of the recent developments in the above captioned matter, Judge Cothran is willing to sign a Temporary Restraining Order allowing the Hallman's to access their home and have the original order enforced until a hearing can be held next week.

Mr. Holler, if you could draw up that order for the judge's review, we can proceed forward with this matter.

Please let me know if I can be of further assistance.

Warm regards,

Kimberly Land
Law Clerk to Judge Ferrell Cothran
3rd Circuit
P.o. Box 32
3 West Keitt Street
Manning, SC 29102
803-433-3270

At 1:14 P.M. on Friday, July 10, 2020, the undersigned received a copy of the following email from Tripp Mays addressed to rcothranlc@sccourts.org, moorelawfirm@ftc-i.net, and davidholler@smithrobinsonlaw.com, which was copied to RCothranJ@sccourts.org, and RCothranSC@sccourts.org.

Can yuat(sic) be done as soon as possible and get me a signed copy in case we have further incidents? I will also advise the parties of this email as well.

Thanks,

Lt. Tripp Mays
 SRO Supervisor
 Sumter County Sheriff's Office
 1281 N. Main St.
 Sumter, SC 29153

At 2:47 P.M. on Friday, July 10, 2020, Plaintiffs' Counsel received the following email from Attorney David Holler addressed to Tripp Mays; Cothran, Ralph F. Jr., Law Clerk (Kimberly Land); moorelawfirm@ftc-i.net; copied to Cothran, Ralph Ferrell Jr. Secretary (Gayle Brunson); Alex Atkinson; Julie Murray:

Judge Cothran,

I have attached for your review a proposed temporary restraining injunction/order. I have included a PDF, MS Word, and Corel WordPerfect version for your convenience. Please let me know if you need any further information from me. Again, I apologize for the intrusion.

David

The proposed order was transmitted as an attachment to the email. Judge Cothran's Order granting Temporary injunction regarding shingle Mill Road was filed at 4:37 P.M. on July 10, 2010. The Order recites that:

Upon *ex parte* application by Defendants, pursuant to Rule 65, South Carolina Rules of Civil Procedure, the Court hereby issues the following temporary order of injunction. This Order is based upon the previous Orders of this Court, and the filings herein. No affidavit or verified pleadings are necessary.

On January 4, 2019, this Court entered an order of settlement resolving the dispute between the parties. The settlement was specific and resolved the property dispute between the parties. On June 2, 2020, Defendants moved for specific acts transferring property rights and easements as set forth in the settlement agreement. This motion is pending. The court is familiar with the dispute and the settlement agreement and has retained jurisdiction over the parties and the dispute.

By *ex parte* representation¹ of counsel for Defendants, it appears that on or about July 10, 2020, one or more persons have blocked or threatened to block access to Shingle Mill Road, an unpaved road in the Providence Township of Sumter County, and that representatives of the Sumter County Sheriff's office have been dispatched to the location to maintain order. It appears that one or more persons have been denied access, or have threatened that access will be denied, to use Shingle Mill Road for ingress and egress (travel to and from) purposes. Based upon the Court's knowledge of the underlying settlement agreement, and the pending motion for specific acts, this Court hereby issues the following Order, without requirement for security or bond, as follows:

IT IS THEREFORE THE ORDER OF THIS COURT,

1. Defendants in seeking temporary and permanent relief, by means of an motion to enforce settlement and for specific acts, are extraordinarily likely to prevail on the merits. This dispute was fully settled, resolved, and the settlement has been placed upon the record and entered into a court order dated January 4, 2019. This settlement order was not appealed and is the law of the case. No bond is necessary for the relief sought by Defendants, as this is the relief agreed upon by the parties;
2. No person or persons shall block, or threaten to block, access of any person or persons seeking to use Shingle Mill Road;
3. No person or persons shall be denied, or shall be threatened to deny, access to use Shingle Mill Road;
4. Any person or persons who denies, or threatens to deny, access to Shingle Mill Road shall be in contempt of this Court Order, and may be lawfully arrested, restrained and held in contempt until further Order of this Court;
5. Any person authorized with the power of arrest may take all reasonable actions consistent with this Court Order to ensure the peaceful and quiet use of Shingle Mill Road, including without limitations, the arrest and restraint of any person or persons who violate or attempt to violate this Court Order;
6. At the earliest time practicable, the Court shall convene a hearing at which time the parties to this action, and others who may be affected by this Court Order, shall be allowed an opportunity to present evidence and argument to the Court as to this temporary restraining order. The Court will entertain whether

¹Statements of counsel, including unverified and unsworn statements, are controlled by Rule 3.3, of Rule 407, Appellate Court Rules, and satisfy the requirements of Rule 65 for the issuance of a TRO.

the costs and attorneys' fees are appropriate based upon any violation of this or any prior Order of this Court;

7. This Order shall remain in effect until further Order.

AND IT IS SO ORDERED.

The applicable part of Rule 65, SCRCP, gives the following criteria for a temporary injunction:

(a) **Temporary Injunction; Notice.** No temporary injunction shall be issued without notice to the adverse party.

(b) **Temporary Restraining Order; Notice; Hearing; Duration.** No temporary restraining order shall be granted without notice of motion for the order to the adverse party unless it clearly appears from specific facts shown by affidavit or by a verified complaint that immediate and irreparable injury, loss or damage will result to the applicant before notice can be served and a hearing had hereon. Every temporary restraining order granted without notice shall be endorsed with the date and hour of issuance; shall be filed forthwith in the clerk's office and entered of record; shall be served, together with a summons and complaint in the event no summons and complaint have previously been served in the action, upon the adverse party in accordance with the provisions of Rule 4; shall define the injury and state why it is irreparable and why the order was granted without notice; and shall expire by its terms within such time after entry, not to exceed 10 days, as the court fixes, unless within the time so fixed the order, for good cause shown, is extended for a like period or unless the party against whom the order is directed consents that it may be extended for a longer period. The reasons for the extension shall be entered of record. In case a temporary restraining order is granted without notice, the motion for a temporary injunction shall be set down for hearing at the earliest possible time and takes precedence of all matters except older matters of the same character; and when the motion comes on for hearing the party who obtained the temporary restraining order shall proceed with the application for a temporary injunction and, if he does not do so, the court shall dissolve the temporary restraining order. On two days' notice to the party who obtained the temporary restraining order without notice or on such shorter notice to that party as the court may prescribe, the adverse party may appear and move its dissolution or modification and in that event the court shall proceed to hear and determine such motion as expeditiously as the ends of justice require.

(c) **Security.** Except in divorce, child custody and non-support actions where the giving of security is discretionary, no restraining order or temporary injunction shall issue except upon the giving of security by the applicant, in such sum as the court deems proper, for the payment of such costs and damages as may be

incurred or suffered by any party who is found to have been wrongfully enjoined or restrained. ...

(d) Form and Scope of Injunction or Restraining Order. Every order granting an injunction and every restraining order shall set forth the reasons for its issuance; shall be specific in terms; shall describe in reasonable detail, and not by reference to the complaint or other document, the act or acts sought to be restrained; and is binding only upon the parties to the action, their officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise.

...

Rule 65, SCRCP

Plaintiffs were served with the Order granting Temporary Injunction on July 10, 2020 at 4:37 P.M, by Notice of Electronic Filing to the undersigned. At 6:29 P.M. on July 10, 2020, Counsel for Plaintiffs filed their Memorandum in Opposition To Proposed Order Granting Temporary Injunction Regarding Shingle Mill Road.

3. First, the temporary injunction is unlawful because it did not comply with the prerequisites set forth in Rule 65, SCRCP, for granting an injunction.

Rule 65 provides that “[n]o temporary injunction shall be issued without notice to the adverse party.” Plaintiff did not receive notice of the application for a temporary injunction, and did not receive a copy of the application or copies of any documents pertaining to the grounds for their application. This case is under active litigation, Plaintiffs are represented by Counsel known to the Defendants, and contact information was readily available to the Defendants at all times on July 10, 2020, to be used to give notice to the Plaintiff of their application for an injunction. The foregoing emails constitute the entirety of the communication Defendants sent to the law firm email address of Plaintiffs’ counsel.

4. “This Order is based upon the previous Orders of this court, and the filings herein. No affidavit or verified pleadings are necessary.” (*Order filed July 10, 2020, pg. 1*) According

to Rule 65, [n]o temporary restraining order shall be granted without notice of motion for the order to the adverse party unless it clearly appears from specific facts shown by affidavit or by a verified complaint that immediate and irreparable injury, loss or damage will result to the applicant before notice can be served and a hearing had thereon.” It was error for the Court to issue an injunction without requiring the Defendants to either give notice to the Plaintiffs or to require affidavit(s) setting forth specific facts including a showing that immediate and irreparable injury, loss or damage would result to the Defendants before notice can be served and a hearing held on their application. (*Rule 65(b), SCRCF, Temporary Restraining Order; Notice; Hearing; Duration.*)

5. Second, the Court erred in granting the injunction because the record is devoid of factual allegations to support the injunction issued in this case.

The factual recitations in the Order state that the instant Order is based upon previous Orders of the Court and the filings herein. The history of this case is that, except for Plaintiffs’ 2008 Motion for a Temporary Injunction, and the filing of Summons, Complaint, Amended Complaint, Answers and Counterclaims, Replies to Counterclaims, and Motions and Orders related to administrative matters, the only relevant filings in this case dated before the issuance of the Order on July 10, 2020, were the Order filed by Judge Cothran on January 4, 2019, approving a settlement agreement between the parties and Defendants’ Motion pursuant to Rule 70, SCRCF, filed on June 2, 2020, for specific acts transferring property rights and easements as set forth in the settlement agreement. Rule 65 requires that every order granting an injunction shall set forth the reasons for its issuance; shall be specific in terms; shall describe in reasonable detail, and not by reference to the complaint or other document, the act or acts sought to be restrained. (*Rule 65(d), SCRCF, Form and scope of Injunction or Restraining Order*)

6. Plaintiffs deny Defense counsel's *ex parte* representations to the Court concerning one or more persons blocking or threatening to block access to Shingle Mill Road. Plaintiffs deny that there has been any blocking of Defendants' access to Shingle Mill Road. The layout of the land for access to Shingle Mill Road is the same as it was on April 26, 2017, when the Agreement whereby Defendants were to have a right-of-way easement was put on the record. The layout has remained the same from that date until July 10, 2020. The only exception now is that the Defendants have put in a makeshift roadway that runs through the wooded area and through the yard of Plaintiff Ludd. This makeshift roadway is approximately 25 yards from the side of the Ludd's home. Nothing else has changed, no physical barriers have been put up or put in the way and no person has physically blocked access. Furthermore, and more noteworthy is the fact that the Defendants have not used the property for ingress or egress because they have used another access point since the date of the Agreement.

7. The facts recited in the order as the grounds for the *ex parte* application for a restraining order do not show any immediate and irreparable injury, loss or damage necessitating the issuance of a restraining order. There is no allegation or showing of exigency as the basis for granting the injunction. Familiarity with the dispute and the settlement agreement, the Court's knowledge of the underlying settlement agreement, and the pending motion for specific acts are insufficient grounds upon which to issue an injunction. The Defendants' pending Motion for specific acts has been filed but not litigated. The Order makes several references to the said Motion, and it appears that the Court has accepted the filing as meritorious on its face and not subject to challenge or argument and, therefore, factored the mere allegations contained in Defendants' Motion into its decision to grant the unlawful injunction. This prospect is concerning because on or about June 20, 2020, Judge Cothran held a status conference and gave

Plaintiffs' counsel until July 24, 2020, to submit a Memorandum of Law and Argument in opposition to Defendants' pending Motion for specific acts. Likewise, the order, in referencing the likely outcome of the Defendants' Motion for specific acts, noted that Defendants are "extraordinarily" likely to prevail on the merits. The Court qualified the likely outcome with a superlative distinction of extraordinary success that raises the issue of a predisposition to grant Defendant's relief notwithstanding the merit of any matters to be raised by the Plaintiffs.

8. In deciding to issue the Order granting a temporary injunction, the Court stated that the dispute was fully settled, resolved, and the settlement placed upon the record and entered into the Court Order dated January 4, 2019; that the settlement order was not appealed and is the law of the case. (*Order filed 07/10/2010, pp. 1, 2*). Plaintiffs argue that the Order filed January 4, 2019, recognized that the dispute was not fully settled and resolved when it provided as follows:

6. All parties agree and consent to the Sumter County Court of Common Pleas retaining concurrent jurisdiction under this Order to resolve any disputes that may arise under the terms of this Agreement during the Construction Period.

7. This Court, the Honorable R. Ferrell Cothran, Jr., shall maintain concurrent jurisdiction for the purpose of resolving any matters that may arise under this court approved settlement agreement, including without limitation the remedy of specific performance and enforcement of the terms of this Agreement. In the event Judge Cothran is unavailable, the parties agree that any circuit court judge assigned to the Third Judicial Circuit may exercise jurisdiction over this matter..."

(*Order filed 01/04/2019, p. 4. ¶¶ 6, 7*)

Plaintiffs contend that the Order filed January 4, 2019, was not appealable under S.C. Code Ann. § 14-3-330 (Supp. 2019). The Settlement Order did not foreclose on issues being raised subsequently "including without limitation the remedy of specific performance and enforcement of the terms of this Agreement." Therefore, Plaintiff respectfully asserts that the

Court committed an error of law in concluding that it was appropriate to issue a temporary injunction in this case.

9. The Court determined that no bond is necessary for the relief sought by Defendants, “as this is the relief agreed upon by the parties.” Plaintiffs assert that there is no prospective agreement in the Settlement Order whereby the Plaintiffs agreed to have a temporary injunction issued against them and consented to waive bond in the event a temporary injunction was ever issued. The said Order filed January 4, 2019, is incorporated herein by reference as fully as if recited verbatim. Rule 65 provides one exception for when security is not required, which is not applicable in this case, and states that “no restraining order or temporary injunction shall issue except upon the giving of security by the applicant ...” *Rule 65(c), SCRCF*.

10. Plaintiffs argue that this Court abused its discretion and committed errors of law in issuing its Order granting Temporary Injunction regarding Shingle Mill Road on the grounds that the temporary injunction is unlawful because it did not comply with the prerequisites set forth in Rule 65, SCRCF, for granting an injunction, and the Court erred in granting the injunction because the record is devoid of factual allegations to support the injunction issued in this case.

11. Due to the wrongful temporary injunction, Plaintiffs have suffered damages and have incurred attorney’s fees and cost arising from the initiation of these proceedings for which Defendants are responsible.

WHEREFORE, for the foregoing reasons, Plaintiffs pray that this Court grant Plaintiffs’ Motion for Dissolution of the said Order dated July 10, 2020, granting a Temporary Injunction Regarding Shingle Mill Road and for Plaintiffs’ damages including but not limited to attorney’s fees and costs arising from the wrongful issuance of the Temporary Injunction.

MOORE LAW FIRM, L.L.C.

S/ Dwight C. Moore,
SC Bar Number 63008
26 North Main Street (29150)
Post Office Box 1229
Sumter, South Carolina 29151-1229
Telephone (803) 778-6520
Facsimile (803) 775-6365
Email: moorelawfirm@ftc-i.net
Attorney for Plaintiffs

July 20, 2020
Sumter, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)

Plaintiffs,)

vs.)

Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO. 2008-CP-43-02112

**NOTICE OF MOTION AND MOTION
TO VACATE SETTLEMENT ORDER**

TO THE ABOVE-NAMED DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE that the Plaintiffs in the above-captioned case will move before this Court within ten days hereof, or as soon thereafter as the matter may be heard, for an Order of the Court vacating the Order filed by the Honorable R. Ferrell Cothran, Jr., Circuit Court Judge, on January 4, 2019; the grounds for Plaintiffs' Motion being that the Defendants have failed to comply with the terms of the court-approved Settlement Agreement set forth in the Order.

1. This action commenced on September 17, 2008 with the Plaintiffs' filing of a Notice of Motion and Motion for a Temporary Injunction against the Defendants and a Summons

road continues west through Piratechest Lane. (*Access Survey by Lindler Surveying, Inc., dated June 30, 2020 is filed herewith as Plaintiffs' Exhibit #1; Affidavit of Evelyn C. Ludd dated July 21, 2020, is attached as Plaintiffs' Exhibit #2*). There was no compliance because Defendants did not need to construct the agreed-upon roadway due to the fact that they had other means of ingress and egress.

6. This action originated due to the misconduct of the Defendants, and the course of this litigation has been marked by efforts of the Defendants to gain control over and use of Plaintiffs' property to the detriment of the Plaintiffs. From the actions of the Defendants in disregarding the court-approved settlement, it can be inferred that the Defendants are using the courts as a means to further manipulate, harass and gain advantage over the Plaintiffs. A party to a contract cannot take advantage of the uncertainty created by his own wrongdoing. Willms Trucking Company, Inc. v. JW Construction Co., Inc., 314 S.C. 170, 178, 442 S.E.2d 197, 202 (Ct. App. 1994). Defendants must not be allowed to prevail in their flagrant violation of the Settlement Order and still be able to utilize the benefits accruing to them under the Agreement. The Defendants made no efforts to meet the two-year construction period deadline and they should now be adjudged in default and the Settlement Order vacated.

WHEREFORE, for the foregoing reasons, Plaintiffs pray that this Court declare the Defendants in default for failure to comply with the Settlement Order, grant Plaintiffs' Motion to Vacate the Order of this Court filed January 4, 2019, Order this case to proceed to disposition by trial, and Order that the Defendants pay Plaintiffs attorney's fee and costs incurred in this litigation.

[SIGNATURE ON FOLLOWING PAGE]

the construction of the roadway “not to exceed two (2) years hereafter.” There is no contingency involved and no qualification attached to the mandate that the roadway shall be constructed within the two year period. The Defendants have breached the terms of the Settlement Agreement absolutely and their inaction has rendered the Settlement Agreement void and of no effect.

5. The gravamen of the Settlement Order is the compromise agreement to resolve the controversy by constructing another permanent roadway to obtain relief for the Plaintiffs and provide a remedy for the Defendants. Examination of the Settlement Order reflects that the primary issue is the construction of the roadway, and the Court summarily ordered that the parties execute documents to effectuate the settlement as set forth in the Settlement Order. No date or time frame is mentioned with regard to execution of the documents to effectuate the settlement. The actions of the Defendants reveal that they conducted the settlement negotiations in bad faith and their subsequent failure to comply with the Settlement Order shows that they never intended to abide by the Agreement. The Defendants falsely represented that they had no other means of ingress and egress except by way of Plaintiffs’ easement. The Sumter County land records for the area show otherwise and, indeed, show that owners and occupants residing on the land owned by the Defendants had used at least one other road to access the property. However, most revealing of the Defendants’ intent behind their negotiations of the settlement agreement is the fact that once the Court approved the agreement, the Defendants’ disregarded the Settlement Order and chose not to comply. Instead of following the court-approved roadway described in the Settlement Order, Defendants established another roadway on Defendants’ property southwest of the Plaintiffs Champion’s property. But instead of running north through what was supposed to be the fifty-foot right of way through Plaintiffs Champion’s property, the

Defendants shall, within a time period not to exceed two (2) years [hereinafter "Construction Period"] from the date of this Agreement, take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property along Parcel B. Upon completion of the private exclusive roadway along Parcel B, and subject to the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described in Parcel A and shown on the LAND SWAP plat. Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs' real property.

(Order filed 01/04/2019, p. 4, ¶5)

3. The Settlement Order requires that the Defendants shall, within a period not to exceed two years from the date of the Agreement, take all necessary action to clear and construct a private exclusive roadway, and the Settlement Order further describes the location where the said roadway was to have been constructed. During the negotiations, Defendants represented that they had the means and the equipment to construct the road themselves and that it would not be necessary for them to hire an outside contractor to put in the road. Two years from the date of the Agreement on April 25, 2017, would be April 25, 2019, which is the construction period for the roadway. The Defendants have failed to comply with the compulsory mandate of the Settlement Order to construct the said roadway within the two-year construction period. Defendants have made no attempt to construct the subject roadway and the terrain of the construction site is the same at this point in time three years after the Agreement as it was on April 25, 2017. Therefore, the Settlement Agreement is null, void, of no legal effect and must be vacated.

4. "In South Carolina jurisprudence, settlement agreements are viewed as contracts." Kinghorn as Trustee for the Mildred Ann Kinghorn Trust Dated 28 April 2004, v. Sakakini, 426 S.C. 147, 151, 825 S.E.2d 748, 749 (Ct. App. 2019). There is no ambiguity in the terms of the Settlement Order, and there is no need to construe the plain and unambiguous language requiring

completion of the private exclusive roadway along Parcel B, and subject to the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described in Parcel A and shown on the LAND SWAP plat. Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs' real property.

6. Plaintiffs warrant not to interfere with Defendants quiet use, enjoyment, and maintenance of the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants warrant not to exceed the limitations of the Fifty (50) foot non-exclusive easement or otherwise interfere with Plaintiffs quiet use and enjoyment of the servient real property. All parties agree and consent to the Sumter County Court of Common Pleas retaining concurrent jurisdiction under this Order to resolve any disputes that may arise under the terms of this Agreement during the Construction Period.

7. This Court, the Honorable R. Ferrell Cothran, Jr., shall maintain concurrent jurisdiction for the purpose of resolving any matters that may arise under this court approved settlement agreement, including without limitation the remedy of specific performance and enforcement of the terms of this Agreement. In the event Judge Cothran is unavailable, the parties agree that any circuit court judge assigned to the Third Judicial Circuit may exercise jurisdiction over this matter. Notwithstanding this provision, the parties may exercise any other remedies available for the protection of persons and property.

8. All parties acknowledge and agree that each party's claim against any other party is doubtful and disputed, and that this Agreement is not an admission on the part of any party to this Agreement of liability, and that this Agreement is a negotiated settlement.

IT IS THEREFORE ORDERED that the parties shall execute such documents so as to effectuate the settlement as set forth above and as approved by this Court;

AND IT IS SO ORDERED.

(Order of Judge R. Ferrell Cothran, Jr. filed January 4, 2019)

2. The Agreement was entered upon the record of this case on April 25, 2017. Judge Cothran's Order incorporated the terms of the Court-Approved Settlement Agreement. With regard to the land swap portion of the Agreement, the Settlement Order provided as follows:

unconditional release and discharge of all causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

2. Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, hereby grant to Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, an unconditional release and discharge of all causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

Terms of the court approved settlement agreement: The settlement agreement is particularly shown and delineated on a certain plat entitled "LAND SWAP: SHINGLE MILL ROAD ACCESS" prepared by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2017, at page ____ (hereinafter referred to as "LAND SWAP plat"), and made a part of this record by reference.

3. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey to Defendants a Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants shall immediately be entitled to use and maintain the easement in its current location, provided however, that within a period of time not to exceed two (2) years from the date of this Agreement, Defendants shall maintain the traveled portion of the roadway as far as practicable away from the residence of Evelyn C. Ludd. Nothing in this Agreement shall prevent Plaintiffs, at any time and at their own expense, from maintaining and moving the traveled portion of the roadway further away from the Ludd residence, provided however, that such conduct does not interfere with Defendants right to quiet use, enjoyment and maintenance.

4. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.96 acres and more fully described as Parcel B in the LAND SWAP plat to Defendants; and in exchange Defendants shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.97 acres and more fully described as Parcel C in the LAND SWAP plat to Plaintiffs. Both fee simple properties are also shown on the LAND SWAP plat.

5. Defendants shall, within a time period not to exceed two (2) years [hereinafter "Construction Period"] from the date of this Agreement, take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property along Parcel B. Upon

and Complaint. The case came on for trial on April 25, 2017¹, before the Honorable R. Ferrell Cothran, Jr. The parties had reached an agreement and the settlement was placed on the record pursuant to Rule 43(k), South Carolina Rules of Civil Procedure. The Settlement Agreement was incorporated in the Order filed on January 4, 2019 (hereinafter referred to as "Settlement Order"), the text of which follows:

This matter being called to trial on April 25, 2017, the parties reached the following agreement and the settlement was placed upon the record. Rule 43(k), South Carolina Rules of Civil Procedure. The Court enters the following Order consistent with the terms of the settlement.

Statement of the facts

Plaintiffs and Defendants own certain tracts of real property in the Providence Township of Sumter County that are contiguous to Shingle Mill Road, a private unpaved roadway. Shingle Mill Road current transverses through the approximate center of Plaintiff's property and near certain dwellings (hereinafter "Shingle Mill current situs"). In this legal action, Plaintiffs assert, and Defendants deny, that Defendants do not have a right of ingress and egress access on Shingle Mill Road to their real property. Defendants assert, and Plaintiffs deny, that they have an express or implied easement of ingress and egress on Shingle Mill Road to access their real property.

Also in this legal action, Plaintiffs assert, and Defendants deny, that Defendants have trespassed upon their property by using Shingle Mill Road for ingress and egress, and that Plaintiffs have suffered damages. Defendants assert, and Plaintiffs deny, that Plaintiffs have blocked access and refused to allow maintenance of Shingle Mill Road, and that Defendants have also suffered damages.

The parties hereto hereby agree as follows:

1. Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, hereby grant to Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, including all agents and employees, an

¹ According to the Order filed January 4, 2019, the matter was called to trial on April 25, 2017. The Transcript of Record shows the date of the proceedings as April 26, 2017.

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S/ Dwight C. Moore,
SC Bar Number 63008
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Post Office Box 1229
Sumter, South Carolina 29151-1229
Telephone (803) 778-6520
Facsimile (803) 775-6365
Email: moorelawfirm@ftc-i.net
Attorney for Plaintiffs

July 21, 2020
Sumter, South Carolina



STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)
Plaintiffs,)
vs.)

**AFFIDAVIT OF EVELYN C. LUDD
IN SUPPORT OF MOTION TO VACATE
SETTLEMENT ORDER**

Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)
Defendants.)

Personally appeared Evelyn C. Ludd who, upon being first duly sworn, deposes and says
as follows:

1. I submit this Affidavit in the capacity of Personal Representative of the Estate of
Fannie M. Champion, Plaintiff, and as an individual Plaintiff in the above-captioned case.

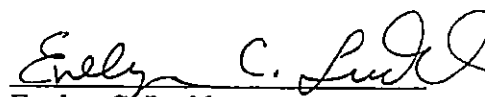
2. On the morning of July 10, 2020, at approximately 9:00 A.M., I received a
telephone call from Jerry Evans, Sr., my brother-in-law, informing me that Mr. Hallman, Mr.
Davenport and Mr. Hamilton were cutting branches on our property in order to clear a road
while no one was at home.

3. I called law enforcement in light of the fact that these men were on our property
clearing branches while most of my family was at work.

4. The information given to me was that they were told by Van Sealey that they could no longer use the road that they had been using after Mr. McDaniel, who also has property near the Hallmans, tried to bring a backhoe down the road in an attempt to cut a road from the McDaniel property to Queen Chapel Road. Mr. Van Sealey became upset when he saw them moving the equipment.

5. When questioned by law enforcement as to why they were cutting on our property, Mr. Hallman said that he had a road and that he was clearing the branches in order to help the others with their road.

6. At no time since the Order was signed in April of 2017 up to July 10, 2020, did anyone try to access their property by attempting to cut branches to clear a right of way, attempt to establish a right of way, or drive through our property to get to theirs.


Evelyn C. Ludd

Sworn to before me this 21
day of July 2020.

 (L.S.)
Notary Public for South Carolina
My commission expires 9/17/20

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)
))
))
The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)
Plaintiffs,)
vs.)
))
Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO. 2008-CP-43-02112

**SUPPLEMENT TO
NOTICE OF MOTION AND MOTION
TO VACATE SETTLEMENT ORDER**

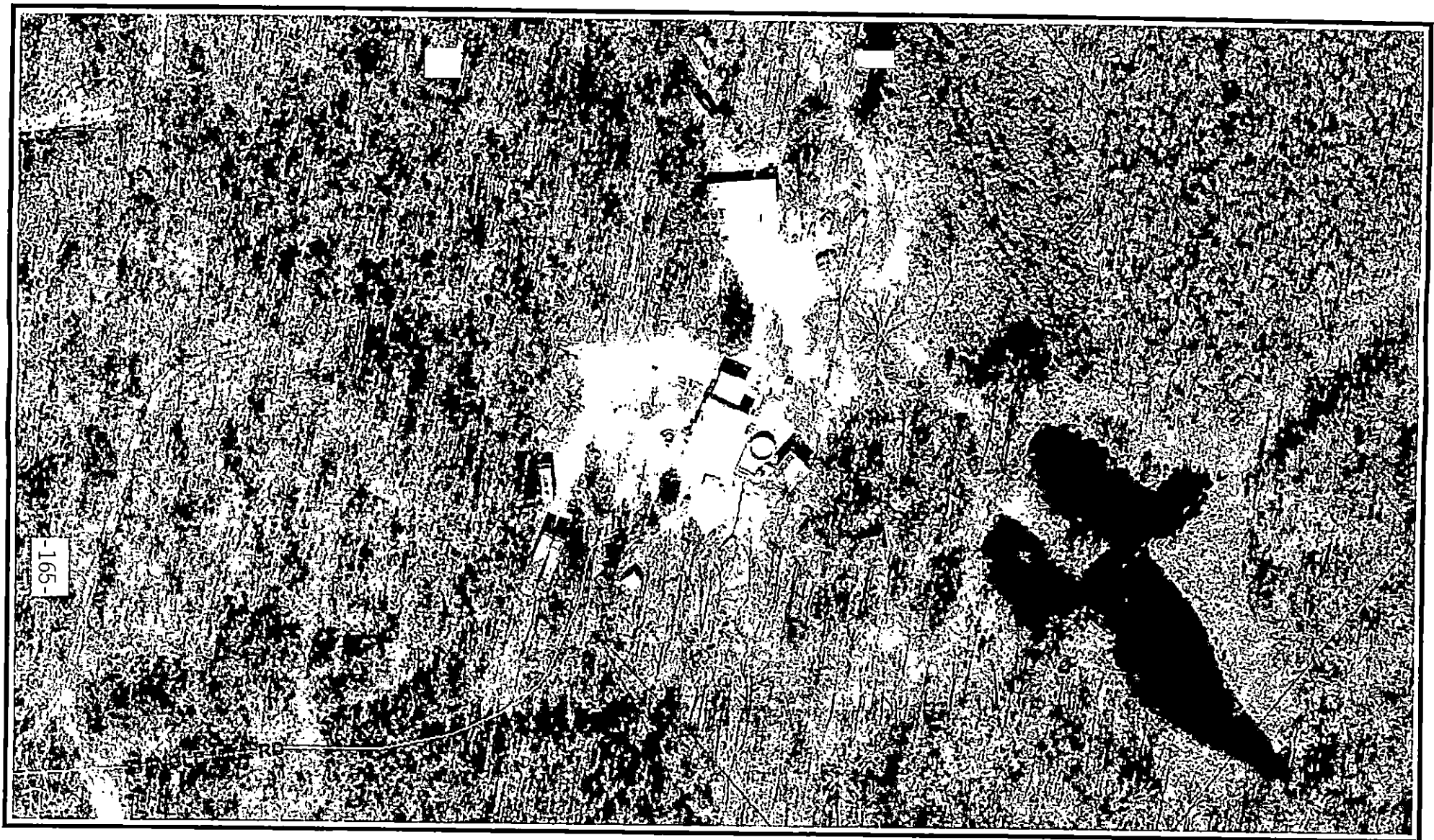
Plaintiffs hereby supplement their Motion to Vacate the Settlement Order, which Motion was filed July 21, 2020, with the following aerial photographs from the records of the Sumter County Assessor for the purpose of providing an aerial view of the real property at issue. The photographs are marked Plaintiffs' Exhibits 1-9, and are described as follows:

- Plaintiffs' Exhibit 1: Ronald L. Hallman, et al., 2375 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 2: Edward Hamilton, et al., 2380 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 3: Edward E. Hamilton, 2400 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 4: Raymond F. Davenport, 2450 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 5: Mary Ellen Davenport, 2520 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 6: John L. Champion, et al., 2635 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 7: Estate of Fannie Champion, 2645 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 8: John Champion, et al., 2650 Shingle Mill Rd., Dalzell, SC 29040
- Plaintiffs' Exhibit 9: Evelyn C. Ludd, 2685 Shingle Mill Rd., Dalzell, SC 29040

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S/ Dwight C. Moore,
SC Bar Number 63008
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Facsimile (803) 775-6365
Email: moorelawfirm@ftc-i.net
Attorney for Plaintiffs

July 28, 2020
Sumter, South Carolina



Sumter County SC

Ronald L. Hallman, et al
2375 Shingle Mill Rd
Dalzell, SC 29040
TM No. 197-00-01-055

0 50 100 200 ft
1 inch = 100 feet



Author: Sumter County, SC

Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

ELECTRONICALLY FILED - 2020 JUL 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112

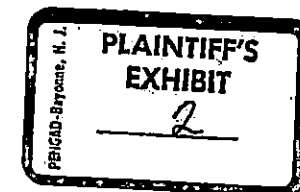


Sumter County SC

Edward Hamilton, et al.
2380 Shingle Mill Rd.
Dalzell, SC 29040
TM No, 198-00-01-102

0 50 100 200 ft

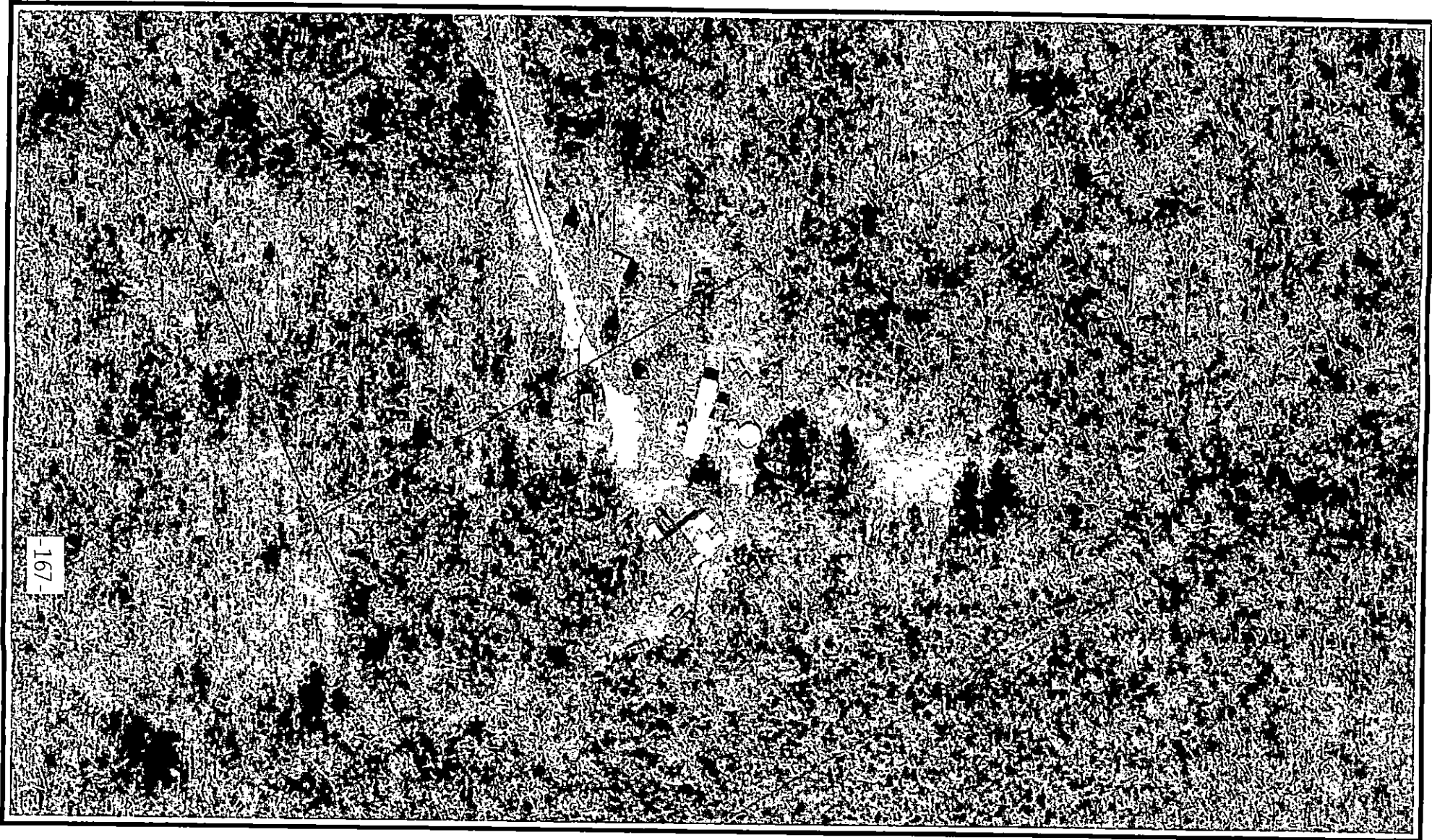
1 inch = 100 feet



Author: Sumter County, SC

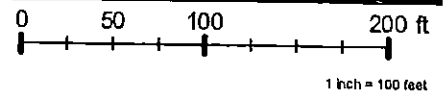
Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

ELECTRONICALLY FILED - 2020 JUL 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112



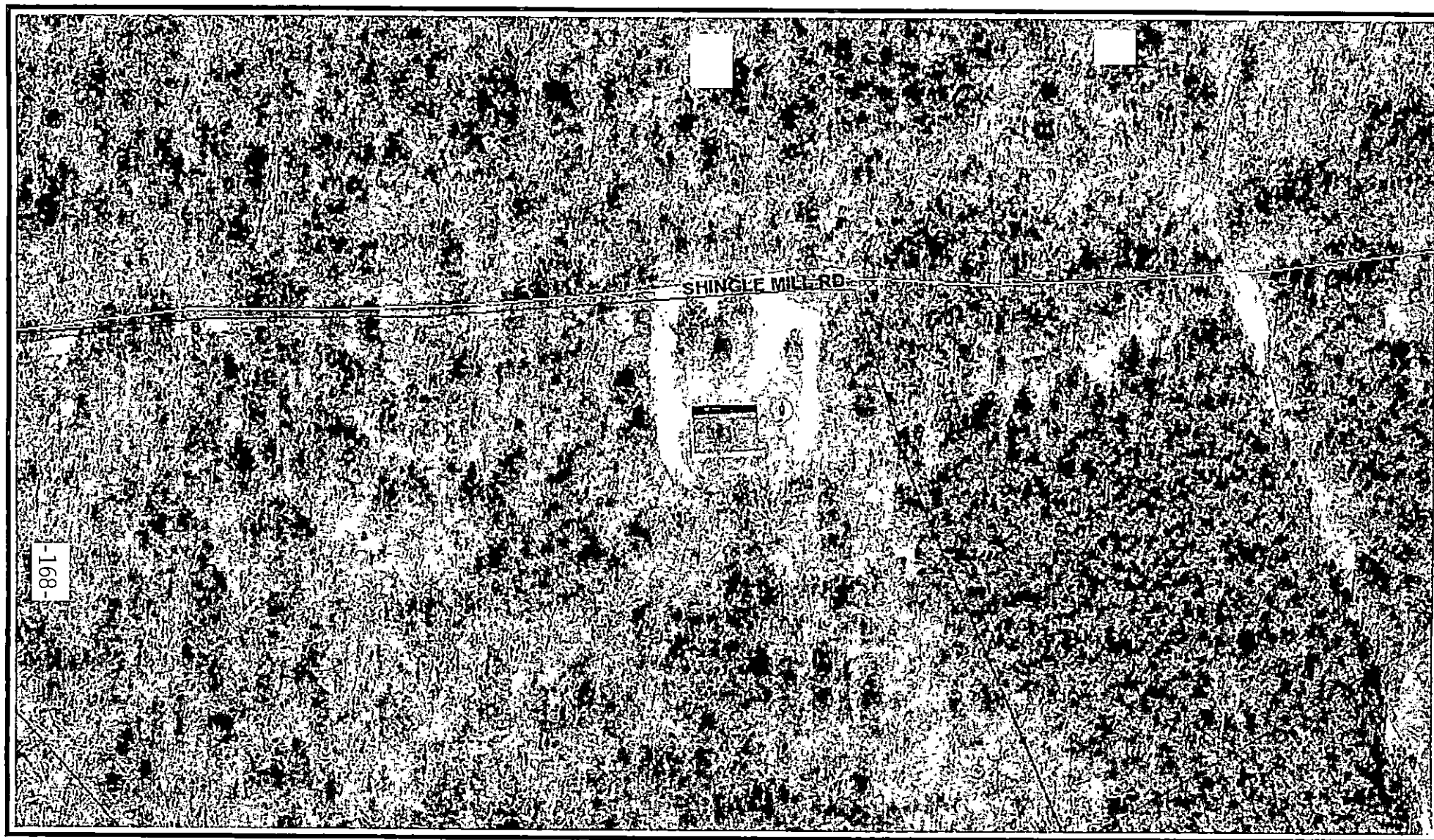
Shingle Mill Rd

Edward E. Hamilton
2400 Shingle Mill Rd
Dalzell, SC 29040
TM No. 198-00-01-101



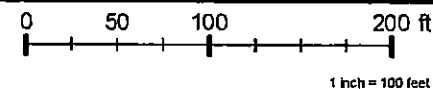
Author: Sumter County, SC

Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.



Sumter County SC

Raymond F. Davenport, et al
 2450 Shingle Mill Rd
 Dalzell, SC 29040
 TMI No. 400-00#22-205 (MH)



Author: Sumter County, SC

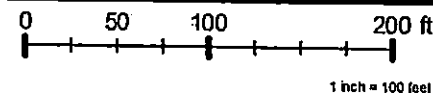
Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

ELECTRONICALLY FILED - 2020 Jul 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112



Sumter County SC

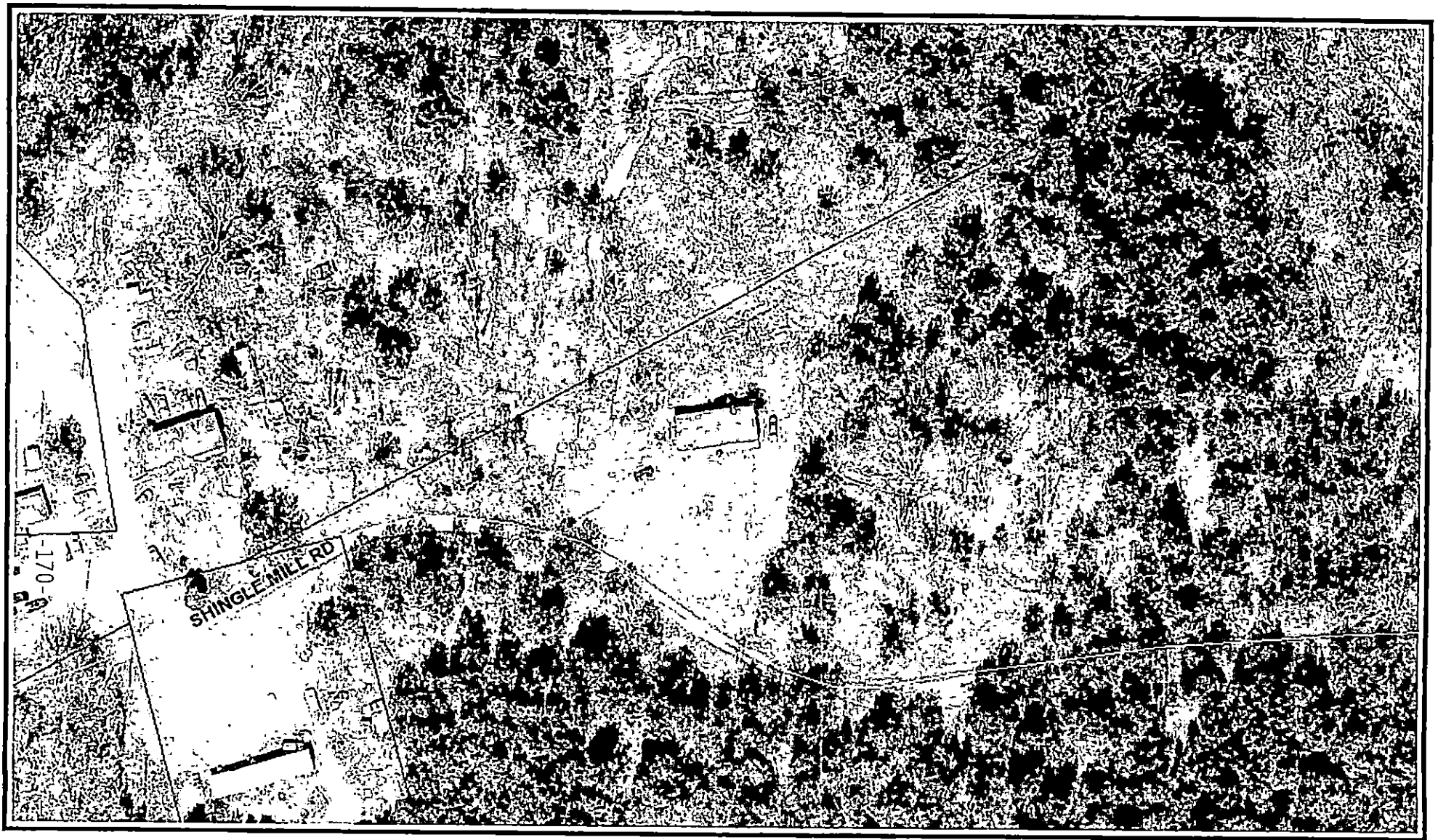
Mary Ellen Davenport
2520 Shingle Mill Rd.
Dalzell, SC 29040
TM No. 198-00-01-020



Author: Sumter County, SC

Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

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Sumter County SC

John L. Champion et al
2635 Shingle Mill Rd.
Dalzell, SC 29040
TM No. 400-00-21-716

(MH)

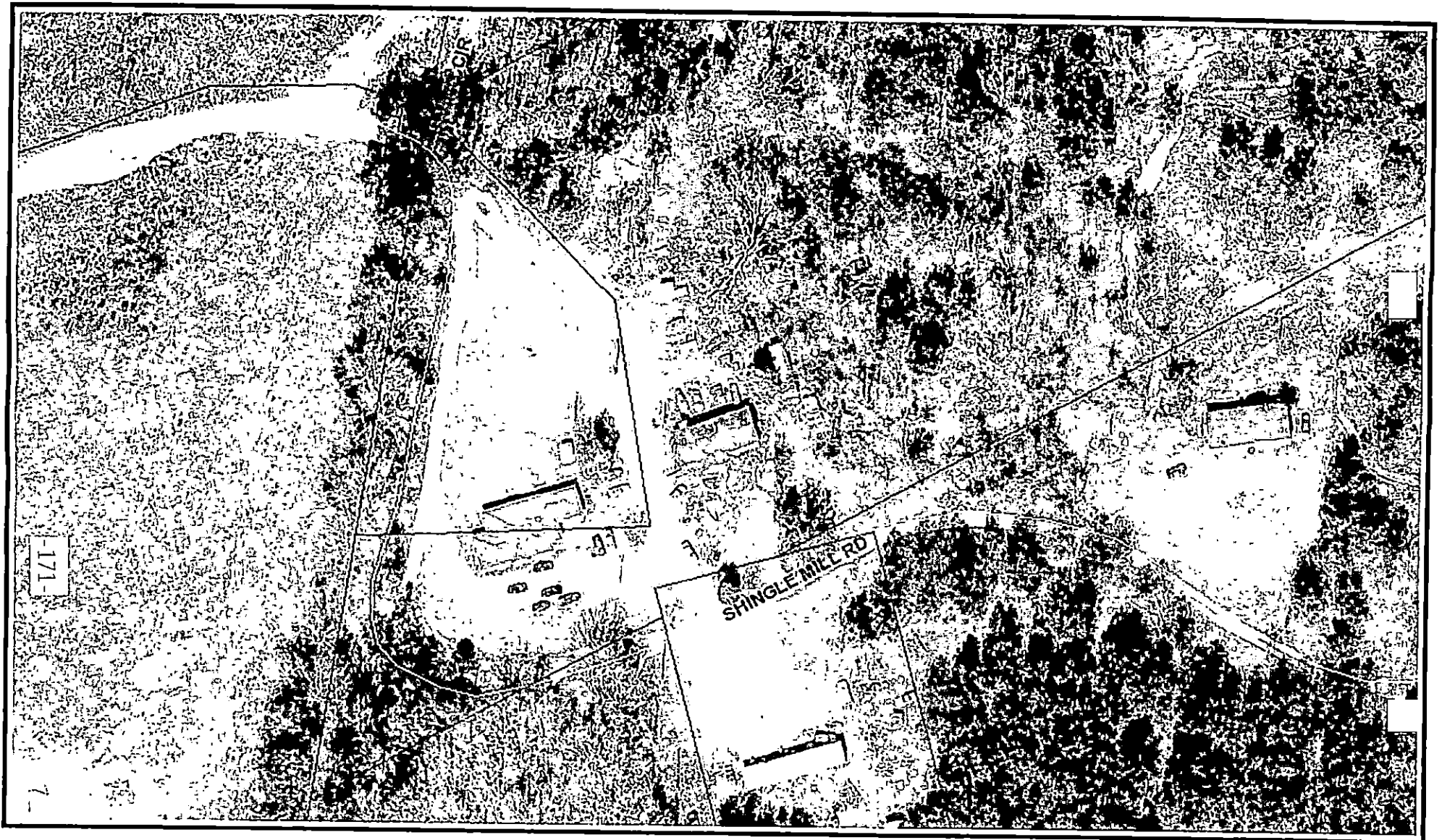
0 50 100 200 ft
1 inch = 100 feet



Author: Sumter County, SC

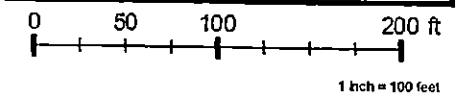
Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

ELECTRONICALLY FILED - 2020 Jul 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112



Sumter County SC

Estate of Fannie Champion
 2645 Shingle Mill Rd
 Dalzell, SC 29040
 TM No. 197-00-014019



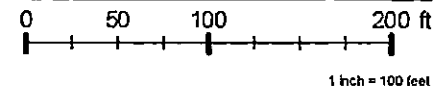
Author: Sumter County, SC

Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.



Sumter County SC

John Champion et al
2650 Shingle Mill Rd
Dalzell, SC 29040
TM No. 197-00-01-141



Author: Sumter County, SC

Note: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

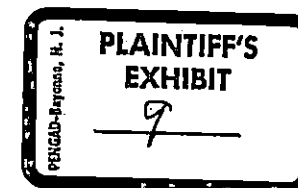
Electronically Filed - 2020 Jul 28 7:29 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112



Sumter County SC

Evelyn C. Ludd
2685 Shingle Mill Rd
Dalzell, SC 29040
TM No. 197-00-01-139

0 50 100 200 ft
1 inch = 100 feet



Notes: Data compiled from Sumter County GIS, Planning and Assessor Offices. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for exact locations.

Author: Sumter County, SC

Date: 7/28/2020

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

The Estate of Fannie M. Champion, by)
Evelyn Champion Ludd, Personal)
Representative, Samuel Champion,)
Evelyn C. Ludd, Sarah C. Evans,)
Rachel C. Brown, Henry Champion, Jr.,)
Janie M. Champion, Mary Johnson and)
John L. Champion,)

Plaintiffs,)

vs.)

Ronald L. Hallman, Marjorie J. Hallman,)
Elton J. Hallman, Conswalla E. Hallman,)
Oron J. Hallman, Hazelee C. Hallman,)
Edward G. Hamilton, Helen D. Hamilton,)
Edward E. Hamilton, Raymond Forbes)
Davenport, II, and Mary Ellen Davenport,)

Defendants.)

**NOTICE OF MOTION AND
MOTION TO ALTER OR AMEND
JUDGMENT**

**TO: DAVID CORNWELL HOLLER, ESQUIRE, JACK W. ERTER, JR., ESQUIRE,
THOMAS E. PLAYER, JR., ESQUIRE, AND RICHARD C. JONES, ESQUIRE,
ATTORNEYS FOR THE ABOVE-NAMED DEFENDANTS:**

YOU WILL PLEASE TAKE NOTICE That, pursuant to Rule 59(e), SCRPC, the Plaintiffs named above will move before this Court within ten (10) days hereof, or as soon thereafter as the matter may be heard, for an Order to Alter or Amend the Judgment of the Court set forth in its Order dated, filed, and served on September 15, 2021, on the following grounds:

1. This controversy arose out of Plaintiff's unsuccessful efforts to peacefully enjoy their homesteads that had been established on land acquired by Plaintiff Fannie C. Champion and her husband, Henry Champion, who is now deceased. At the time when the land was purchased, the Sellers conveyed to the purchasers, their heirs and assigns forever, a perpetual twenty (20) foot

right-of-way easement over, across, and upon certain lands for ingress and egress to their private property.

2. Prior to the commencement of this litigation in 2008, some of the Defendants, their heirs and associates traveled on the private roadway in motor vehicles in such a reckless manner that the Plaintiffs and their children were fearful of suffering bodily harm or worse due to the dangerous manner in which the Defendants operated vehicles near their homes and through their yards. Plaintiffs demanded that the Defendants stay off their property; Plaintiffs put up "No Trespassing" Signs and erected a fence to protect their property. Still the Defendants would belligerently confront the Plaintiffs while continuing to trespass upon their property. On occasions, law enforcement was called to the property to restore peace. Finally, after the Plaintiffs had exhausted all lawful means to protect their families and property rights, they filed this civil action in the Court of Common Pleas with the expectation that the justice system would enforce the law with regard to their rights as property owners.

3. During the thirteen years that this case has been litigated, Plaintiffs have consistently demonstrated a good faith effort to bring about a resolution. The issue which brought the parties to this juncture is a land swap agreement whereby the parties agreed to relocate the roadway a distance from the Plaintiffs' residences on land that the Plaintiffs exchanged with the Defendants for another parcel the Defendants would convey to the Plaintiffs.

4. The matter was called for trial on April 25, 2017, at which time the Settlement Agreement was placed upon the record in open court in accordance with Rule 43(k), SCRCP. The Court instructed Defendants' counsel to prepare the order setting forth the Settlement Agreement as approved by the Court. The Settlement Order was signed, filed and served on January 4, 2019. Among the terms of the Settlement Order is the following provision:

5. Defendants shall, within a time period not to exceed two (2) years [hereinafter "Construction Period"] from the date of this agreement, take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property along Parcel B. Upon completion of the private exclusive roadway along Parcel B, and subject to the Fifty (50) feet non-exclusive easement in perpetuity of ingress and egress across certain real property as described in Parcel A, and shown on the LAND SWAP plat. Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiff' real property.

(Settlement Order, 01/04/2019, Terms of the court approved settlement agreement, p. 4, pa. 5.

More than two years passed and no work had been performed on the proposed roadway during the two-year construction period.

5. On June 2, 2020, Defendants filed a Motion for Specific Acts and Vesting Title Under Rule 70, SCRPC. Defendants moved the Court for an Order directing: (1) That the Plaintiffs execute a conveyance of land or to deliver deeds within 30 days of the filing of the motion; or in the alternative, (2) for an Order holding Plaintiffs in contempt of court to include costs and attorneys' fees incurred in the filing of the motion and Plaintiffs' failure to comply with the land swap settlement; and (3) for an Order directing the Clerk of the Sumter County Register of Deeds to enter conveyance of the subject property.

6. On July 21, 2020, Plaintiffs filed a Memorandum in Opposition to Defendants' Motion for Specific Acts and Vesting Title under Rule 70, SCRPC. Plaintiffs assert that the litigation was not ripe for the Rule 70, SCRPC, Motion because issues of fact were still unresolved, that the Defendants had breached the Settlement Agreement incorporated in the Court's Order by failing and refusing to comply with the plain language of the Settlement Agreement which is treated as a contract under South Carolina Law. The Settlement Agreement was approved by the Court on April 25, 2017, and entered into the record on April 25, 2017. The two-year "Construction Period" approved by the Court was "not to exceed two (2) years

from the date of this agreement,” which was April 25, 2017. Thus, the Construction Period began on April 25, 2017, and ended on April 24, 2019.

7. On July 10, 2020, Plaintiffs filed a Memorandum in Opposition to Defendants ex parte application for an Order Granting a Temporary Injunction Regarding Shingle Mill Road pursuant to Rule 65, SCRCP. Defendants e-filed the proposed order, submitted the document to Circuit Court Judge R. Ferrell Cottrhan, Jr., by email and copied Plaintiffs’ counsel with the email. Plaintiffs’ Memorandum was filed at 6:29 P.M. on July 10, 2020, and asserted that the allegations set forth in the proposed order, even if they were true, do not satisfy the requirements set forth in Rule 65, SCRCP, for the issuance of a temporary restraining order. The Order Granting Temporary Injunction Regarding Shingle Mill Road was filed at 4:37 P.M. on July 10, 2020. Plaintiffs filed a Notice of Motion and Motion to Dissolve the Temporary Injunction on the grounds that the Injunction was unlawful because it did not comply with the prerequisites set forth in Rule 65, SCRCP; in particular with regard to the Notice provision and the absence of factual allegations to support the injunction.

8. On July 10, 2020, Plaintiffs also filed a Notice of Motion to Implead Adjoining Landowners contending that they were necessary to a full and fair adjudication of the controversy.

9. On July 21, 2020, Plaintiffs filed a Notice of Motion and Motion to Vacate the Settlement Order on the grounds that the Defendants did not comply with the two-year construction period time-line in the Settlement Order, and that Defendants negotiated in bad faith. Plaintiffs recounted that the Defendants had contended during the negotiations that they had no other avenue of ingress and egress except through Plaintiff’s property. While, in fact, during the two-year construction period when no work was done toward constructing the agreed-

upon roadway, Defendants had established and used another road to travel back and forth to their property. As further grounds for their Motion to Vacate, Plaintiffs asserted that the action originated due to the misconduct of the Defendants, that the track of the litigation had been marked by efforts of the Defendants to gain control over and use Plaintiffs' property without regard for the rights of the property owners, and that Defendants were using the court system to harass, manipulate and to gain unfair advantages over the Plaintiffs.

10. The case was on the Sumter County Court of Common Pleas Motions Roster to be heard by Judge Cothran on August 30, 2021. First on the roster was Defendants' Rule 70, SCRCP Motion. Plaintiffs' three Motions to Dissolve the Order Granting the Temporary Injunction, Motion to Implead Adjoining Landowners and Motion to Vacate Settlement Order followed.

11 The Court sent Defendants' Counsel an email authorizing him to draft the Order from the hearing on August 30, 2021. Plaintiffs' Counsel received a copy of the Judge's email. The Order was filed on September 15, 2021. Plaintiffs' hereby move that the judgment of the Court be altered and/or amended for the following reasons;

- a. There were four motions before the Court for disposition on August 30, 2021. The Court's Order addresses only Defendants' Rule 70, SCRCP, Motion. First, it appears that the Court grants the Motion, sets out the manner of implementation, prescribes the sanctions for failure to comply, and chills the right of the litigants to seek redress by imposing a requirement for posting bond by any party who appeals and seeks a stay of any one of more of the Orders entered in this matter.
- b. The Order disposes of one motion, but does not make any findings of fact or conclusions of law to support the disposition reached.
- c. The Order does not address either of Plaintiffs' three pending Motions. Plaintiffs contend that the issues raised in these Motions must be ruled upon, and sufficient findings of fact and conclusions of law set forth as would allow an adequate review of the basis of the Court's ruling.

- e. For the foregoing reasons, Plaintiffs respectfully pray that the judgment of the Court be altered or amended.

MOORE LAW FIRM, L.L.C.

S/ Dwight C. Moore

Dwight C. Moore, S.C. Bar No. 63008

26 North Main Street

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Sumter, South Carolina 29151-1229

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Email: moorelawfirm@ftc-i.net

Attorney for Plaintiffs

September 25, 2021
Sumter, South Carolina

RECEIVED

Nov 04 2021

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

R. Ferrell Cothran, Jr., Circuit Court Judge

Case No. 2008-CP-43-02112

The Estate of Fannie M. Champion, by
Evelyn Champion Ludd, Personal
Representative, Samuel Champion,
Evelyn C. Ludd, Sarah C. Evans,
Rachel C. Brown, Henry Champion, Jr.,
Janie M. Champion, Mary Johnson and
John L. Champion, ...

Appellants,

VS.

Ronald L. Hallman, Marjorie J. Hallman,
Elton J. Hallman, Conswalla E. Hallman,
Oron J. Hallman, Hazelee C. Hallman,
Edward G. Hamilton, Helen D. Hamilton,
Edward E. Hamilton, Raymond Forbes
Davenport, II, and Mary Ellen Davenport, ...

Respondents.

NOTICE OF APPEAL

Subject to the disposition of Plaintiffs'/Appellants' Motion in re Bond on Appeal, which Motion was filed October 18, 2021, and is now pending in the Circuit Court, the Estate of Fannie M. Champion, by Evelyn Champion Ludd, Personal Representative, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion hereby appeal the following Orders of the Honorable R. Ferrell Cothran, Jr.: (1) Order signed, filed, and served on September 15, 2021; (2) Form 4 Judgment in a Civil Case Denying Plaintiffs' Motion to Alter Or Amend Judgment, which Order was signed, filed, and served October 4, 2021; and (3) Amended Form 4 Judgment in a Civil Case Denying Plaintiffs' Motion to Alter Or Amend, which Order was signed, filed, and served on October 6, 2021.

RECEIVED

Nov 04 2021

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

R. Ferrell Cothran, Jr., Circuit Court Judge

Case No. 2008-CP-43-02112

The Estate of Fannie M. Champion, by
Evelyn Champion Ludd, Personal
Representative, Samuel Champion,
Evelyn C. Ludd, Sarah C. Evans,
Rachel C. Brown, Henry Champion, Jr.,
Janie M. Champion, Mary Johnson and
John L. Champion, ...

vs.

Appellants,

Ronald L. Hallman, Marjorie J. Hallman,
Elton J. Hallman, Conswalla E. Hallman,
Oron J. Hallman, Hazelee C. Hallman,
Edward G. Hamilton, Helen D. Hamilton,
Edward E. Hamilton, Raymond Forbes
Davenport, II, and Mary Ellen Davenport, ...

Respondents.

NOTICE OF APPEAL
ATTACHMENTS (NOA)

NOA Attachment No. 1

Notice of Motion and Motion In Re Bond on Appeal

NOA Attachment No. 2

Filing of Executed Conveyances to Stay Judgment During Appeal

NOA Attachment No. 3

Order filed September 15, 2021

NOA Attachment No. 4

Form 4, Judgment In a Civil Case Filed October 4, 2021

NOA Attachment No. 5

Form 4, Judgment In a Civil Case Filed October 6, 2021

November 4, 2021


Dwight C. Moore, SC Bar No. 63008
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Attorney for Appellants

Other Counsel of Record:

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305 North Main Street
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Richard C. Jones, Esquire
Jones, Seth, Shuler & Jones, L.L.P.
Post Office Box 1268
Sumter, SC 29151-1268
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Attorneys for Respondents

Form 4, Amended Judgment in a Civil Case, on October 6, 2021. Both Orders left intact the judgment in the Order dated September 15, 2021, which contained the following provision:

In the event any party appeals and seeks a stay of any one or more of the Orders entered in this matter, the appealing party shall be required to post with the Sumter County Clerk of Court cash surety in an amount not to exceed Fifty Thousand and no/100 (\$50,000.00) dollars, or such other amounts as may be determined to be sufficient by the Court. *South Carolina Code §18-9-130*, and *South Carolina Code §18-9-170*. All limitations set forth in (7) above shall be immediately stayed until further Order of the court upon the filing of any appeal. *Order, P. 2, pa. 8.*

2. Plaintiffs would respectfully request that this Court, in determining an amount of the bond and the nature of the undertaking, take into consideration the value of the land at issue, the likelihood of harm to the real estate, and the potential for damage or loss to which the Defendants could be exposed during the process of an appeal.

3. The Order requires that the appealing party shall be required to post a "cash surety" in an amount not to exceed \$50,000.00. For purposes of this Motion, Plaintiffs draw a distinction between a cash bond and a surety bond. As commonly used a "cash bond" means the posting of actual legal tender in United States currency. A surety bond constitutes the promise of a person who assumes liability for a debt or performance of an action or actions; that is to say, a written undertaking.

4. The Court cites Section 18-9-130, which addresses the "Effect of notice of an appeal on execution of judgment; sale of defendant's property; appeal in civil action involving signatory of Master Settlement Agreement." *S.C. Code Ann. §18-9-130 (2014)* Plaintiffs contend that this section is inapplicable to the facts of Champion v. Hallman, which is being litigated here. The judgment here is not for cash, or for the sale of defendant's property, and it does not involve the signatory of a Master Settlement agreement. The phase now before the Court revolves around Defendants' failure to timely comply with the Settlement Agreement. Appellants assert that such failure constitutes a breach of

contract and renders the Settlement Agreement void. Hence, the subject Order itself is premature in that there is no adjudication of the issues raised to the Court as a prerequisite to any Order ending the case.

4. The Order also relies upon Section 18-9-170, "Staying Judgment for sale or delivery of land." which provides as follows:

If the judgment appealed from direct the sale or delivery of real property, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which the judgment was rendered and which shall be specified in the undertaking. ... S.C. Code Ann. §18-9-170 (2014)

Appellants direct the Court's attention to the portion of Section 18-9-170 which requires two sureties upon "a written undertaking ..." There is no requirement for a "cash surety" as mandated in the Order, thus making it contrary to and in opposition to the statute.

5. Specifically reserving their position that the disposition of this case is premature, and that the Court erred in its Order, Appellants cite, *arguendo*, the following Section 18-9-160, Staying judgment to execute conveyance, as the operative statute.

If the judgment appealed from directs the execution of a conveyance or other instrument, the execution of the judgment shall not be stayed by the appeal until the instrument shall have been executed and deposited with the clerk with whom the judgment is entered, to abide the judgment of the appellant court. S.C. Code ann. §18-9-160 (2014)

This statute does not, on its face, require the execution of a bond in any form. It only dictates that the executed instrument be deposited with the Clerk "to abide the judgment of the appellant court." The fact that the posting of a bond is mandated in this case, the point that a "cash surety" is required, and the excessive amount of the bond in relation to the value of the real estate,

appears to and does impose a chilling effect upon the Appellants' right to seek legal redress in our judicial system.

WHEREFORE, Appellants pray that the Court issue its Order decreeing that no bond shall be required for any party appealing any one or more of the Orders entered in this matter; or in the alternative, that any bond required shall be in the form of a surety bond in an amount of not more than Five Thousand and No/100 (\$5,000.00) Dollars; and for such other relief as may be appropriate in the premises.

MOORE LAW FIRM, L.L.C.

Sl Dwight C. Moore

Dwight C. Moore, S.C. Bar No. 63008

26 North Main Street

Post Office Box 1229

Sumter, South Carolina 29151-1229

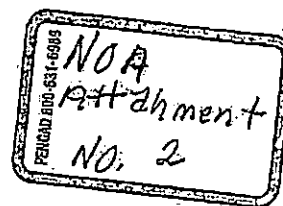
Telephone (803) 778-6520

Fax (803) 775-6365

Email: moorelawfirm@fjc-i.net

Attorney for Plaintiffs

October 18, 2021
Sumter, South Carolina



STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2008-CP-43-02112

The Estate of Fannie M. Champion, by Evelyn Champion Ludd, Personal Representative, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion,

Plaintiffs,

VS.

Ronald L. Hallman, Marjorie J. Hallman,
Elton J. Hallman, Conswalla E. Hallman,
Oron J. Hallman, Hazelee C. Hallman,
Edward G. Hamilton, Helen D. Hamilton,
Edward E. Hamilton, Raymond Forbes
Davenport, II, and Mary Ellen Davenport,

Defendants.

**FILING OF EXECUTED CONVEYANCES
TO STAY JUDGMENT DURING APPEAL**

TO: THE HONORABLE JENNY ABBOT KITCHINGS, CLERK OF THE SOUTH CAROLINA COURT OF APPEALS, THE HONORABLE R. FERRELL COTHRAN, JR., CIRCUIT COURT JUDGE, THE HONORABLE JAMES C. CAMPBELL, CLERK OF THE COURT OF COMMON PLEAS FOR SUMTER COUNTY, ATTORNEYS FOR THE ABOVE-NAMED DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE That, subject to the disposition of Plaintiffs' Motion in re Bond on Appeal, which Motion was filed October 18, 2021, and is now pending in the Circuit Court, the above-named Plaintiffs intend to appeal the following Orders of the Honorable R. Ferrell Cottrhan, Jr., Circuit Court Judge:

1. Order filed September 15, 2021;
2. Form 4 Order denying Plaintiffs' Motion to Alter or Amend Judgment filed October 4, 2021; and
3. Form 4 Order denying Plaintiffs' Motion to Alter or Amend filed October 6, 2021.

Pursuant to S.C. Code of Laws Ann. § 18-9-160 (1976), Staying Judgment to execute conveyance, and Rule 241(b)(3), SCACR, Stay and Supersedeas in Civil Actions. (b) Exceptions, (3) Judgments directing the execution of conveyances or other instruments as provided in S.C. Code Ann. §18-9-160, the Plaintiffs hereby deposit with the Clerk of the Court of Common Pleas for Sumter County the annexed conveyances described as follows:

- Quitclaim Deed dated April 15, 2019, from the Estate of Fannie M. Champion, by Evelyn C. Ludd, Personal Representative, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, John L. Champion, and Mary Johnson to Mary Ellen Davenport; and
- Easement Quitclaim Deed dated April 15, 2019, from the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson, and John L. Champion to Ronald L. Hallman and Marjorie J. Hallman, Elton J. Hallman and Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hallman, Helen D. Hamilton and Edward E. Hamilton, and Mary Ellen Davenport.

The said Quitclaim Deed, identified as Plaintiffs' Exhibit No. 1, and Easement Quitclaim Deed, identified as Plaintiffs' Exhibit No. 2, are deposited with the Clerk of the Court of Common Pleas for Sumter County to enable a stay of the Judgment of the aforementioned Orders during the appeal of the within case to abide the judgment of the South Carolina Court of Appeals.

MOORE LAW FIRM, L.L.C.

S/ Dwight C. Moore,
SC Bar Number 63008
26 North Main Street
Post Office Box 1229
Sumter, South Carolina 29151-1229
Telephone (803) 778-6520
Facsimile (803) 775-6365
Email: moorelawfirm@ffc-i.net
Attorney for Plaintiffs

November 2, 2021
Sumter, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF SUMTER)

Quitclaim Deed

Whereas, Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, John L. Champion and Mary Johnson are the record owners of the within described real estate; and

WHEREAS, Fannie M. Champion (the "Decedent") died testate on January 10, 2016 seized and possessed of an undivided interest in and to the within described real estate; and

WHEREAS, the Estate of the Decedent is being administered in the Office of the Probate Court for Sumter County, South Carolina in File#2016-ES-43-00366; and

WHEREAS, prior to her death, the Decedent and other record owners above named brought a cause of action against the within Grantee and others involving the rights of the defendants named in said action to the use of the right of way commonly known as Shingle Mill Road, which cause of action is filed in the Office of the Clerk of Court for Sumter County, Case No. 2008-CP-43-2112 (the "Cause of Action"); and

WHEREAS, the parties to the Cause of Action have reached a settlement thereof pursuant to which they have agreed among other matters to exchange interests in real estate, including the real estate herein described; and

WHEREAS, the within described real estate constitutes the real property to be conveyed to the within Grantee in accordance with the terms of said settlement; and

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary for the Decedent's Estate and pursuant to the Order of the Court of Common Pleas handed down in the Cause of Action is "authorized and directed" to exchange the Estate's undivided interest in the within described property for other like-kind property that the Grantee and others are simultaneously conveying to the within Grantors (See copy of said Order on file in the above referenced proceedings).



NOW, THEREFORE, that the undersigned Grantors, in the County and State aforesaid, for and in consideration of the above recitals, the exchange of like kind property, the settlement of the Cause of Action and the sum of One and No/100 (\$1.00) Dollar (and no other consideration) to them in hand paid at and before the sealing of these presents by **Mary Ellen Davenport (the "Grantee")**, the receipt whereof is hereby acknowledged, have granted bargained, sold and released, and by these Presents do grant, bargain, sell and release to the said **Grantee**, her heirs and assigns, those premises described on Schedule A, attached hereto and by this reference made a part hereof.

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 said premises before mentioned unto the said **Grantees**, their heirs and assigns forever.

SUBJECT TO and excepting those matters described in Schedule B attached hereto and by this reference made a part hereof.

(For signature pages see ensuing pages)

Grantee's Address:
Mary Ellen Davenport
2520 Shingle Mill Road
Sumter, SC 29153

WITNESS the execution hereof by the undersigned Grantor this 15 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Cheryl Heisen
Jane K. Richardson

Estate of Fannie M. Champion

By: Evelyn C. Ludd (SEAL)
Evelyn C. Ludd
Its Personal Representative

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by Evelyn C. Ludd, Personal Representative of the Estate of Fannie May Champion, on behalf of the Estate.

Jane K. Richardson
Notary Public for SC

My Commission Expires: 07/31/2020

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this 30th day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Philip T. McCall
Philip T. McCall

Samuel Champion (SEAL)
Samuel Champion

Ancely Baccetti
Ancely Baccetti

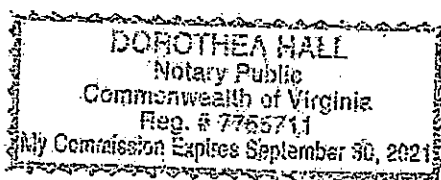
STATE OF Virginia
COUNTY OF: Newport News

The foregoing instrument was acknowledged before me this 30th day of April, 2019, by Samuel Champion.

My Commission Expires: 9/30/2021

Dorothea Hall
Notary Public for Va

(SEAL)



WITNESS the execution hereof by the undersigned Grantor this 15 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Cheryl Heisen
Jane H. Richardson

Evelyn C. Ludd (SEAL)
Evelyn C. Ludd

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by Evelyn C. Ludd.

My Commission Expires: 07/13/20

(SEAL)

Jane H. Richardson
Notary Public for SC

WITNESS the execution hereof by the undersigned Grantor this 17 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Breanna G. Gibson
Jane K. Richardson
Jane K. Richardson

Sarah C. Evans (SEAL)
Sarah C. Evans

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 17 day of April, 2019, by Sarah C. Evans.

Jane K. Richardson
Notary Public for SC

My Commission Expires 12/31/20

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this 18 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Breanna Gaddson
Jane K. Richardson

Rachel C. Brown (SEAL)
Rachel C. Brown

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by Rachel C. Brown.

Jane K. Richardson
Notary Public for SC

My Commission Expires: 07/13/20

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this 18 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Bryanna Richardson
Bryanna Richardson
Jane K. Richardson
Jane K. Richardson

Henry Champion, Jr. (SEAL)
Henry Champion, Jr.

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by Henry Champion, Jr.

Jane K. Richardson
Notary Public for SC

My Commission Expires: 07/31/20

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this 15 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Cheryl Kaiser
Jane K. Hubacher

Janie M. Champion (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by Janie M. Champion.

Jane K. Hubacher
Notary Public for SC

My Commission Expires: 07/31/20

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this 18 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Breanna Gaddy
Jane K. Richardson
Jane K. Richardson

Mary Johnson (SEAL)
Mary Johnson

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by Mary Johnson.

My Commission Expires 07/31/20

(SEAL)

Jane K. Richardson
Notary Public for SC

WITNESS the execution hereof by the undersigned Grantor this 29 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
[Signature]

[Signature] (SEAL)
John L. Champion

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 29 day of April, 2019, by John L. Champion.

[Signature]
Notary Public for SC

My Commission Expires: 07/31/20

(SEAL)

SCHEDULE A

All that certain piece, parcel or strip of land situate, lying and being in Providence Township, County of Sumter, State of South Carolina, containing .96 acre, more or less, and being more particularly shown and delineated as Parcel B on that certain plat by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7, and having such boundaries, metes, courses and distances as are shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended.

This being a portion of the property conveyed to Henry Champion and Fannie M. Champion by deed of William M. Reynolds, Master In Equity for Sumter County, by his deed dated February 10, 1993, and recorded in said ROD Office on February 19, 1993, in Volume 564, at page 156. Henry Champion died intestate on March 5, 2006 his interest in said properties having been distributed to his children (being the Grantors herein other than Fannie M. Champion) by Deed of Distribution dated January 5, 2007, and recorded in said ROD Office on January 5, 2007 in Book 1060, at page 153. Fannie M. Champion died on January 10, 2016 as will appear by reference to the administration of her Estate on file in the Office of the Probate Court for Sumter County, Case No. 2016-ES-43-00366.

Sumter County Tax Map Nos. 197-00-01-019 and 197-00-01-023 (part)

Schedule B

1. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
2. Rights of way for public utilities, if any.
3. Taxes for 2019 and subsequent years, a lien but not yet due and payable.
4. The property is being conveyed in "as is" condition.
5. Subject to a non-exclusive, permanent and perpetual 50' easement and right of way over and across said Parcel B in favor of Ronald L. Hallman and Marjorie J. Hallman, Elton J. Hallman and Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hallman, Helen D. Hamilton and Edward E. Hamilton and Mary Ellen Davenport, being the Defendants named in the Cause of Action as filed in the Office of the Clerk of Court for Sumter County, Case No. 2008-CP-43-2112 (the "Cause of Action"), their heirs and assigns, pursuant to the Settlement Order filed in said proceedings.

STATE OF SOUTH CAROLINA)

COUNTY OF SUMTER)

Easement Quitclaim Deed

Whereas, Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, John L. Champion and Mary Johnson are the record owners of the within described real estate; and

WHEREAS, Fannie M. Champion (the "Decedent") died testate on January 10, 2016 seized and possessed of an undivided interest in and to the within described real estate; and

WHEREAS, the Estate of the Decedent is being administered in the Office of the Probate Court for Sumter County, South Carolina in File#2016-ES-43-00366; and

WHEREAS, prior to her death, the Decedent and other record owners above named brought a cause of action against the within Grantees and others involving the rights of the defendants named in said action to the use of the right of way commonly known as Shingle Mill Road, which cause of action is filed in the Office of the Clerk of Court for Sumter County, Case No. 2008-CP-43-2112 (the "Cause of Action"); and

WHEREAS, the parties to the Cause of Action have reached a settlement thereof pursuant to which they have agreed among other matters to exchange interest in real estate, including the granting of the non-exclusive, permanent and perpetual easement and right of way being conveyed hereunder (the "Settlement"); and

WHEREAS, the within described non-exclusive, permanent and perpetual easement and right of way constitutes the right of way to be conveyed to the within Grantees in accordance with the terms of said Settlement; and

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary for the Decedent's Estate and pursuant to the Order of the Court of Common Pleas handed down in the Cause of Action is "authorized and directed" to convey the within non-exclusive, permanent and perpetual easement and right of way over and upon the Estate's undivided interest in the within described property in exchange for certain adjacent like kind property that one or more of the Grantees are simultaneously conveying to the within Grantors (See copy of said Order on file in the above referenced proceedings).



NOW, THEREFORE, that the undersigned Grantors, in the County and State aforesaid, for and in consideration of the above recitals, the exchange of like kind property, the Settlement of the Cause of Action and the sum of One and No/100 (\$1.00) Dollar (and no other consideration) to them in hand paid at and before the sealing of these presents by **Ronald L. Hallman and Marjorie J. Hallman, Elton J. Hallman and Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hallman, Helen D. Hamilton and Edward E. Hamilton, and Mary Ellen Davenport** (the "Grantees"), the receipt whereof is hereby acknowledged, have granted bargained, sold and released, and by these Presents do grant, bargain, sell and release to the said **Grantees**, their heirs and assigns, a permanent and perpetual easement and right of way over and across those premises described on Schedule A, attached hereto and by this reference made a part hereof. The non-exclusive, permanent and perpetual easement and right of way being conveyed hereunder is more fully described on said Schedule A.

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 said premises before mentioned unto the said **Grantees**, their heirs and assigns forever.

(For signatures of Grantors see ensuing pages)

Grantee's Address:
C/O Ronald L. Hallman
2400 Shingle Mill Road
Dalzell, SC 29040

WITNESS the execution hereof by the undersigned Grantor this 15 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Cheryl Heiser
Jane K. Ruback

Estate of Fannie M. Champion

By: Evelyn C. Ludd (SEAL)
Evelyn C. Ludd
Its Personal Representative

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by Evelyn C. Ludd, Personal Representative of the Estate of Fannie May Champion, on behalf of the Estate.

My Commission Expires: 07/13/20

(SEAL)

Jane K. Ruback
Notary Public for SC

WITNESS the execution hereof by the undersigned Grantor this 30th day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Philip T. McCollum
Philip T. McCollum

Samuel Champion (SEAL)
Samuel Champion

Stacey Jacobetti
Stacey Jacobetti

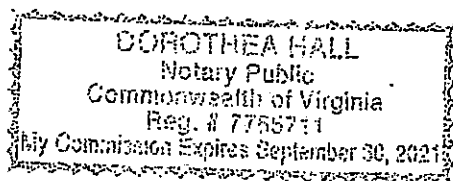
STATE OF Virginia
COUNTY OF Newport News

The foregoing instrument was acknowledged before me this 30th day of April, 2019, by Samuel Champion.

My Commission Expires: 4/30/2021

Dorothea Hall
Notary Public for VA

(SEAL)



WITNESS the execution hereof by the undersigned Grantor this 15 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Cheryl Pheiser

Evelyn C. Ludd (SEAL)
Evelyn C. Ludd

Joan K. Huberman

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by Evelyn C. Ludd.

Joan K. Huberman
Notary Public for SC

My Commission Expires 11/31/21

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this 17 day of April, 2019 and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Brian D. [Signature]
[Signature]
Jane K. [Signature]

Sarah C. Evans (SEAL)
Sarah C. Evans

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 17 day of April, 2019, by Sarah C. Evans.

Jane K. [Signature]
Notary Public for SC

My Commission Expires: 07/31/20

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this 18 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Brenda G. Addison
[Signature]
Jane K. Richardson

[Signature] (SEAL)
Rachel C. Brown

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by Rachel C. Brown.

[Signature]
Notary Public for SC

My Commission Expires 07/13/20

(SEAL)

WITNESS the execution hereof by the undersigned Grantor this 8 day of April, 2019, and in the two hundred and forty-third of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Bryanna Gibson
Jane K. Richardson

Henry Champion Jr. (SEAL)
Henry Champion, Jr.

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by Henry Champion, Jr.

My Commission Expires: 07/31/20

(SEAL)

Jane K. Richardson
Notary Public for SC

WITNESS the execution hereof by the undersigned Grantor this 15 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Cheryl Heiser
Jan K. Huber

Janie M. Champion (SEAL)
Janie M. Champion

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 15 day of April, 2019, by Janie M. Champion.

My Commission Expires: 07/13/20

(SEAL)

Jan K. Huber
Notary Public for SC

WITNESS the execution hereof by the undersigned Grantor this 18 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Brother G. Johnson
[Signature]
Tare K. Richardson

[Signature] (SEAL)
Mary Johnson

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by Mary Johnson.

My Commission Expires: 07/13/20

(SEAL)

[Signature]
Notary Public for SC
Tare K. Richardson

WITNESS the execution hereof by the undersigned Grantor this 22 day of April, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
John L. Champion
[Signature]
Jane K. Richardson

[Signature] (SEAL)
John L. Champion

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 22 day of April, 2019, by John L. Champion.

My Commission Expires 07/18/20

(SEAL)

[Signature]
Notary Public for SC
Jane K. Richardson

SCHEDULE A

A non-exclusive, permanent and perpetual easement and right of way over and across that certain piece, parcel or strip of land situate, lying and being in Providence Township, County of Sumter, State of South Carolina, containing .39 acre, more or less, and being more particularly shown and delineated as Parcel A on that certain plat by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7, and having such boundaries, metes, courses and distances as are shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended. Said Easement is 50 foot in width and extends over the entire parcel above described and is being given for purposes of ingress and egress to lands of the within Grantees more particularly set forth on Schedule B appended hereto and made a part hereof. This easement is to be appurtenant to said lands of the within Grantees and is being given as a part of the Settlement of the Cause of Action referenced in the introductory paragraphs of this easement deed.

The within Grantors acquired the property over which the easement extends by the following deeds:

1. Being a portion of the property conveyed to Henry Champion and Fannie M. Champion by deed of William M. Reynolds, Master In Equity for Sumter County, by his deed dated February 10, 1993, and recorded in said ROD Office on February 19, 1993, in Volume 564, at page 156. Henry Champion died intestate on March 5, 2006 his interest in said properties having been distributed to his children (being the Grantors herein other than Fannie M. Champion) by Deed of Distribution dated January 5, 2007, and recorded in said ROD Office on January 5, 2007 in Book 1060, at page 153. Fannie M. Champion died on January 10, 2016 as will appear by reference to the administration of her Estate on file in the Office of the Probate Court for Sumter County, Case No. 2016-ES-43-00366; and
2. Being a portion of the property conveyed to Michael L. Ludd and Evelyn C. Ludd by Deed of Henry Champion and Fannie Champion dated July 26, 2002 and recorded in said ROD Office on July 31, 2002 in Book 851, at page 402. Michael L. Ludd subsequently died on February 8, 2010 leaving his interest in said property to his spouse, Evelyn C. Ludd as will appear by reference to his Estate on file in the Office of the Probate Judge for Sumter County, File No. 2010-ES-43-00128, as confirmed by Deed of Distribution from said Estate dated February 16, 2011 and filed in said ROD on February 22, 2011 in Book 1150, at page 3853.

The within holders of said Easement, their heirs and assigns, specifically are granted the right (but not the duty) to maintain and improve said easement, including the right to pave the same.

Sumter County Tax Map No. 197-00-01-019 and 197-00-01-139 (part)

Schedule B

Grantee Landowners

Tax Map Nos. of Parcels to which
Easement is appurtenant

Ronald L. Hallman and
Marjorie J. Hallman

198-00-01-022 and
197-00-01-055

Elton J. Hallman and
Conswalla E. Hallman

198-00-01-064

Mary Ellen Davenport

198-00-01-020 and 021

and possibly others claiming by and through the above named landowners who may be included in the class of defendants named in the Cause of Action as referenced in the introductory paragraph to this easement deed.

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 2008-CP-43-2112

Fannie M. Champion, Samuel Champion,
Evelyn C. Ludd, Sarah C. Evans,
Rachel C. Brown, Henry Champion, Jr.
Janie M. Champion, Mary Johnson and
John L. Champion,

Plaintiffs,

Vs.

Ronald L. Hallman, Marjorie J. Hallman,
Elton J. Hallman, Conswalla E. Hallman,
Oron J. Hallman and Hazelee C. Hallman,
Edward G. Hamilton, Helen D. Hamilton,
Edward E. Hamilton, Raymond Forbes
Davenport, II, and Mary Ellen Davenport,

Defendants

RECEIVED

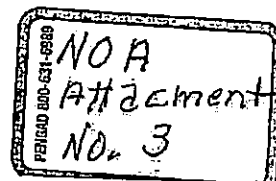
Nov 04 2021

SC Court of Appeals

ORDER

By motion of June 2, 2020, Defendants move for relief under Rule 70, SCRPC. This access easement dispute was called to trial on April 25, 2017, and a settlement was placed upon the record pursuant to Rule 43(k), SCRPC. On January 4, 2019, an Order was entered setting forth the terms of the settlement. As set forth below, the parties are hereby ordered to conclude the terms of the settlement as follows:

1. A plat dated May 26, 2017, entitled "SHINGLE MILL ROAD ACCESS" was prepared by Louis White Tisdale, RLS, has been recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7 (hereinafter referred to as "LAND SWAP plat"), and sets forth the exact property descriptions for the affected properties.
2. Within 30 days of entry of this Order, Plaintiffs shall convey to Defendants a Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property described as Parcel A and shown on the LAND SWAP plat. See attached deed.
3. Within 30 days of entry of this Order, Plaintiffs shall convey in fee simple certain real property consisting of several tracts of land equaling 0.96 acres and more fully described as Parcel B in the LAND SWAP plat to Defendants; See attached deed.



4. Within 30 days of entry of this Order, Defendants shall convey in fee simple certain real property consisting of several tracts of land equaling 0.97 acres and more fully described as Parcel C in the LAND SWAP plat to Plaintiffs. See attached deed.
5. On the 31st day after entry of this Order, if any one or more of the three deeds described above in (2), (3) and (4) have not been executed and filed in the office of the Register of Deeds (ROD), the Sumter County Clerk of Court shall immediately execute and record the deeds with the ROD office. See attached deed for execution by Clerk of Court.
6. Upon recording of the last of the deeds described in (2) through (4), or alternatively (5), Defendants shall take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property over and upon Parcel B.
7. No later than six months after the recording of the last of the three deeds described in (2) through (4), or alternatively (5), Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs' real property.
8. In the event any party appeals and seeks a stay of any one or more of the Orders entered in this matter, the appealing party shall be required to post with the Sumter County Clerk of Court cash surety in an amount not to exceed Fifty Thousand and no/100 (\$50,000.00) dollars, or such other amounts as may be determined to be sufficient by the Court. *South Carolina Code* § 18-9-130, and *South Carolina Code* § 18-9-170. All limitations set forth in (7) above shall be immediately stayed until further Order of the Court upon the filing of any appeal.



Sumter Common Pleas

Case Caption: Fannie M Champion , plaintiff, et al VS Ronald L Hallman ,
defendant, et al
Case Number: 2008CP4302112
Type: Order/Other

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2021-09-15 14:35:05 page 3 of 3

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2008 CP-43-02112

THE ESTATE OF FANNIE M. CHAMPION, ET AL
PLAINTIFF(S)

RONALD L. HALLMAN, ET AL
DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ 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: ATTORNEY JUSTIN D. MAINES' MOTION TO BE RELIEVED OF COUNSEL IS CONSENTED TO BY ALL PARTIES AND IS GRANTED BY THIS COURT.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGEMENT IS DENIED.

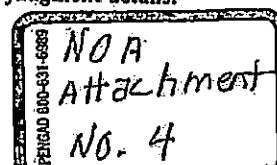
INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$ RECEIVED
		\$ Nov 04 2021
		\$ SC Court of Appeals
If applicable, describe the property, including tax map information and address, referenced in the order.		

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

SCRCP Form 4C.(02/2017)



Page 1 of 4

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

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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

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



Sumter Common Pleas

Case Caption: Fannie M Champion , plaintiff, et al VS Ronald L Hallman ,
defendant, et al
Case Number: 2008CP4302112
Type: Order/Form 4

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2021-10-04 09:46:19 page 6 of 6

ELECTRONICALLY FILED - 2021 Nov 06 4:43 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112
ELECTRONICALLY FILED - 2021 Oct 04 10:22 AM - SUMTER - COMMON PLEAS - CASE#2008CP4302112

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
IN THE COURT OF COMMON PLEAS
FANNIE M. CHAMPION, ET AL

FORM 4

AMENDED JUDGMENT IN A CIVIL CASE

CASE NO. 2008 CP-43-02112

RONALD L. HALLMAN, ET AL

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case. PLAINTIFF'S MOTION TO ALTER OR AMEND IS DENIED.

INFORMATION FOR THE JUDGMENT INDEX

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

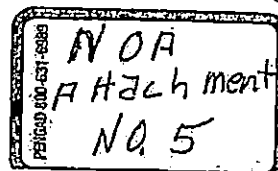
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

SCRPC Form 4C (02/2017)

Page 1 of 4





Sumter Common Pleas

Case Caption: Fannie M Champion , plaintiff, et al VS Ronald L Hallman ,
defendant, et al
Case Number: 2008CP4302112
Type: Order/Form 4

So Ordered

s/ R. Ferrell Cothran, Jr., 2144

Electronically signed on 2021-10-06 09:28:41 page 8 of 6

ELECTRONICALLY FILED - 2021 Nov 06 4:43 PM - SUMTER - COMMON PLEAS - CASE#2008CP4302112
ELECTRONICALLY FILED - 2021 Oct 06 9:34 AM - SUMTER - COMMON PLEAS - CASE#2008CP4302112

moorelawfirm@ftc-i.net

From: Cothran, Ralph F. Jr., Law Clerk (Kimberly Land) <rcothranlc@sccourts.org>
Sent: Friday, July 10, 2020 12:58 PM
To: moorelawfirm@ftc-i.net; Daisy Moore; David Holler; tmays@sumtercountysc.org
Cc: Cothran, Ralph Ferrell, Jr.; Cothran, Ralph Ferrell Jr. Secretary (Gayle Brunson)
Subject: Champion v. Hallman 2008-CP-43-2112

Good afternoon,

In light of the recent developments in the above captioned matter, Judge Cothran is willing to sign a Temporary Restraining Order allowing the Hallman's to access their home and have the original order enforced until a hearing can be held next week.

Mr. Holler, if you could draw up that order for the judge's review, we can proceed forward with this matter.

Please let me know if I can be of further assistance.

Warm regards,

Kimberly Land

Law Clerk to Judge Ferrell Cothran
3rd Circuit
P.O. Box 32
3 West Keitt Street
Manning, SC 29102
803-433-3270

~~~~ 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.



STATE OF SOUTH CAROLINA )  
COUNTY OF SUMTER )

IN THE COURT OF COMMON PLEAS  
FOR THE THIRD JUDICIAL CIRCUIT  
CIVIL ACTION NO.: 2008-CP-43-02112

The Estate of Fannie M. Champion, by )  
Evelyn Champion Ludd, Personal )  
Representative, Samuel Champion, )  
Evelyn C. Ludd, Sarah C. Evans, )  
Rachel C. Brown, Henry Champion, Jr., )  
Janie M. Champion, Mary Johnson and )  
John L. Champion, )  
Plaintiffs, )  
vs. )

**AFFIDAVIT OF EVELYN C. LUDD  
IN SUPPORT OF MOTION TO VACATE  
SETTLEMENT ORDER**

Ronald L. Hallman, Marjorie J. Hallman, )  
Elton J. Hallman, Conswalla E. Hallman, )  
Oron J. Hallman, Hazelee C. Hallman, )  
Edward G. Hamilton, Helen D. Hamilton, )  
Edward E. Hamilton, Raymond Forbes )  
Davenport, II, and Mary Ellen Davenport, )  
Defendants. )

Personally appeared Evelyn C. Ludd who, upon being first duly sworn, deposes and says  
as follows:

1. I submit this Affidavit in the capacity of Personal Representative of the Estate of  
Fannie M. Champion, Plaintiff, and as an individual Plaintiff in the above-captioned case.

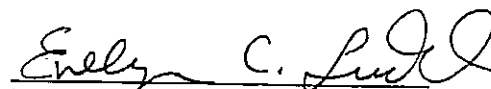
2. On the morning of July 10, 2020, at approximately 9:00 A.M., I received a  
telephone call from Jerry Evans, Sr., my brother-in-law, informing me that Mr. Hallman, Mr.  
Davenport and Mr. Hamilton were cutting branches on our property in order to clear a road  
while no one was at home.

3. I called law enforcement in light of the fact that these men were on our property  
clearing branches while most of my family was at work.

4. The information given to me was that they were told by Van Sealey that they could no longer use the road that they had been using after Mr. McDaniel, who also has property near the Hallmans, tried to bring a backhoe down the road in an attempt to cut a road from the McDaniel property to Queen Chapel Road. Mr. Van Sealey became upset when he saw them moving the equipment.

5. When questioned by law enforcement as to why they were cutting on our property, Mr. Hallman said that he had a road and that he was clearing the branches in order to help the others with their road.

6. At no time since the Order was signed in April of 2017 up to July 10, 2020, did anyone try to access their property by attempting to cut branches to clear a right of way, attempt to establish a right of way, or drive through our property to get to theirs.

  
Evelyn C. Ludd

Sworn to before me this 21  
day of July 2020.

 (L.S.)  
Notary Public for South Carolina  
My commission expires 9/17/20

DEFENDANT'S  
EXHIBIT  
38  
FENGAD 000-531-693





100  
TWN 127-00-01-133  
ORIG DB 851 402  
FLAT BOOK  
2002-525



*James A. Bayfield*

*Shandra A. Helton*

BOOK: 1293  
PGS: 1930 - 1936  
D October 27, 2021 12:27:03 PM  
Rec: \$15.00 Total: \$15.00  
Cons: \$0.00  
VICKI M. MCCARTHY - REGISTER OF DEEDS SUMTER COUNTY  
BY: CM

STATE OF SOUTH CAROLINA )

COUNTY OF SUMTER )

IN THE COURT OF COMMON PLEAS  
FOR THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 2008-CP-43-2112

Fannie M. Champion, Samuel Champion,  
Evelyn C. Ludd, Sarah C. Evans,  
Rachel C. Brown, Henry Champion, Jr.  
Janie M. Champion, Mary Johnson and  
John L. Champion,

Plaintiffs,

TITLE UNDER ORDER OF COURT

(Easement Deed)

Vs.

Ronald L. Hallman, Marjorie J. Hallman,  
Elton J. Hallman, Conswalla E. Hallman,  
Oron J. Hallman, Hazelee C. Hallman,  
Edward G. Hamilton, Raymond Forbes  
Davenport, II, and Mary Ellen Davenport

Defendants

TO WHOM ALL THESE PRESENTS SHALL COME OR BE MADE KNOWN, OR  
whom the same may in anywise concern, I, James C. Campbell, Clerk of Court for the County of  
Sumter in the state aforesaid, send greetings:

WHEREAS, in the captioned action as filed in the Court of Common Pleas for the  
County of Sumter, the parties therein named reached a settlement which was entered as an Order  
of this Court on January 4, 2019 (the "Settlement Order"); and

WHEREAS, the parties were unable to effectuate the settlement and by its Order dated  
September 15, 2021, pursuant to authority contained in Rule 70, South Carolina Rules of Civil  
Procedure, said Court directed the undersigned Clerk of Court in keeping with the agreements  
reached by the parties as set forth in the Settlement Order, to execute and convey the within  
described non-exclusive, permanent and perpetual easement to the within Grantees (the "Rule 70  
Order"), the Settlement Order and the Rule 70 Order being collectively referred to as the  
"Decrees".

WHEREAS, the Settlement Order sets forth the agreement of the parties to exchange interests in real estate, including the granting of the non-exclusive, permanent and perpetual easement and right of way being conveyed hereunder;

NOW THEREFORE, KNOW AL MEN, that I, the said Clerk of Court, in the County and State aforesaid, for and in consideration of the above recitals, the exchange of like kind property, the settlement of the captioned action and the sum of One and No/100 (\$1.00) Dollar (and no other consideration) to them in hand paid at and before the sealing of these presents by **Ronald L. Hallman and Marjorie J. Hallman, Elton J. Hallman and Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton and Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II and Mary Ellen Davenport** (the "Grantees"), the receipt whereof is hereby acknowledged, have granted bargained, sold and released, and by these presents does grant, bargain, sell and release to the said Grantees, their heirs and assigns, a non-exclusive, permanent and perpetual easement and right of way over and across those premises described on Schedule A, attached hereto and by this reference made a part hereof. The non-exclusive, permanent and perpetual easement and right of way being conveyed hereunder is more fully described on said Schedule A.

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 said premises before mentioned unto the said Grantees, their heirs and assigns forever.

WITNESS the execution hereof by the undersigned Clerk of Court, under and by virtue of said Decrees, have hereunto set my hand and seal at Sumter, South Carolina, this \_\_\_ day of September, 2021, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Sharon H. Dubose

Shary H. Yaw

James C. Campbell (SEAL)  
James C. Campbell  
Clerk of Court

STATE OF SOUTH CAROLINA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18 day of  
October, 2021, by James C. Campell, Clerk of Court for Sumter County, pursuant  
to the Decrees.

Sherry H. Jones  
Notary Public for SC

My Commission Expires: 9/14/27

(SEAL)

**Addresses of Grantees:**

\* Ronald L. Hallman & Marjorie J. Hallman  
PO Box 58  
Dalzell, SC 29040

Elton J. Hallman & Coswalla E. Hallman  
2304 Harper Street  
Sumter, SC 29150

Oron J. Hallman & Hazelee C. Hallman  
2400 Shingle Mill Road  
Dalzell, SC 29040

Edward E. Hamilton  
PO Box 42  
Dalzell, SC 29040

Edward G. Hamilton  
4090 Shingle Mill Road  
Dalzell, SC 29040

Raymond Forbes Davenport, II &  
Mary Ellen Davenport  
2520 Shingle Mill Road  
Dalzell, SC 29040

\* send tax notice to this address

## SCHEDULE A

A non-exclusive, permanent and perpetual easement and right of way over and across that certain piece, parcel or strip of land situate, lying and being in Providence Township, County of Sumter, State of South Carolina, containing .39 acre, more or less, and being more particularly shown and delineated as Parcel A on that certain plat by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7, and having such boundaries, metes, courses and distances as are shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended. Said Easement is 50 foot in width and extends over the entire parcel above described and is being given for purposes of ingress and egress to lands of the within Grantees more particularly set forth on Schedule B appended hereto and made a part hereof. This easement is to be appurtenant to said lands of the within Grantees and is being given as a part of the Settlement of the cause of action referenced in the introductory paragraphs of this easement deed.

The within Grantors acquired the property over which the easement extends by the following deeds:

1. Being a portion of the property conveyed to Henry Champion and Fannie M. Champion by deed of William M. Reynolds, Master In Equity for Sumter County, by his deed dated February 10, 1993, and recorded in said ROD Office on February 19, 1993, in Volume 564, at page 156. Henry Champion died intestate on March 5, 2006 his interest in said properties having been distributed to his children (being the Grantors herein other than Fannie M. Champion) by Deed of Distribution dated January 5, 2007, and recorded in said ROD Office on January 5, 2007 in Book 1060, at page 153. Fannie M. Champion died on January 10, 2016 as will appear by reference to the administration of her Estate on file in the Office of the Probate Court for Sumter County, Case No. 2016-ES-43-00366; and
2. Being a portion of the property conveyed to Michael L. Ludd and Evelyn C. Ludd by Deed of Henry Champion and Fannie Champion dated July 26, 2002 and recorded in said ROD Office on July 31, 2002 in Book 851, at page 402. Michael L. Ludd subsequently died on February 8, 2010 leaving his interest in said property to his spouse, Evelyn C. Ludd as will appear by reference to his Estate on file in the Office of the Probate Judge for Sumter County, File No. 2010-ES-43-00128, as confirmed by Deed of Distribution from said Estate dated February 16, 2011 and filed in said ROD on February 22, 2011 in Book 1150, at page 3853.

The within holders of said Easement, their heirs and assigns, specifically are granted the right (but not the duty) to maintain and improve said easement, including the right to pave the same.

Sumter County Tax Map No. 197-00-01-019 and 197-00-01-139 (part)

## Schedule B

Grantee LandownersTax Map Nos. of Parcels to which  
Easement is appurtenant

Ronald L. Hallman and  
Marjorie J. Hallman

197-00-01-020 and  
197-00-01-055

Elton J. Hallman and  
Conswalla E. Hallman

198-00-01-064

Edward E. Hamilton

198-00-01-101

Edward G. Hamilton

198-00-01-102

Raymond F. Davenport, II &  
Mary Ellen Davenport

198-00-01-020

and possibly others claiming by and through the above named landowners who may be included in the class of defendants named in the cause of action as referenced in the caption to this easement deed.

STATE OF SOUTH CAROLINA )  
COUNTY OF SUMTER )

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. This is a conveyance of a non-exclusive easement over a .39 acre parcel of land situate in Providence Township, Sumter County, SC, which parcel is designated as Parcel A on a plat by Louis White Tisdale, RLS, dated May 26, 2017 and recorded in Plat Book 2019, at page 7, Sumter County Tax Map as Parcel Nos. 197-00-01-019 (pt) and 197-00-01-139 (pt.) owned by the Estate of Fannie M. Hampson, et al, and being transferred to Ronald L. Hallman, et al, the Deed having been executed by the Sumter County Clerk of Court in accordance with the Decrees filed in the Court of Common Pleas for Sumter County, Case No. 2008-CP-43-2112.

2. 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 - gift deed, love and affection and no other consideration (If exempt, please skip items 4 - 7, and go to item 8 of affidavit.) #1. Easement Deed valued at less than \$100

3. Check one of the following if either item (2)(a) or item 2(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 total amount of

(b) ☐ The fee is computed on the fair market value of realty being exchanged the value of which is \$ .

(c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_

4. 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:

5. The deed recording fee is computed as follows:

(a) Place the amount listed in item 3 above here:

(b) Place the amount listed in item 4 above here: -0-

(c) Subtract Line 5(b) from Line 5(a) and place result here:

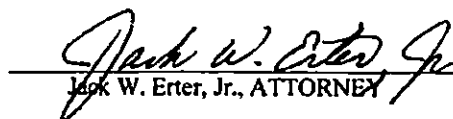
6. The deed recording fee due is based on the amount listed on Line 5(c) above and the deed recording fee due is:

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connection with the transaction as Closing Attorney.

8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars (\$1,000) or imprisoned not more than one (1) year, or both.

SWORN to before me this 2nd  
day of August, 2021

 (LS)  
Kimalah A. Atkinson  
Notary Public for SC  
My commission expires: 05/17/2028

  
Jack W. Erter, Jr., ATTORNEY

**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 of 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. 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. As 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 \$100.00;
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 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 as individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
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 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 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 or any of the above. A "charitable entitle" means an entity which may receive deductible contribution 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.

*James H. Bayfield*

*Kimberly A. McEntee*

BOOK: 1293  
PGS: 1923 - 1929  
D October 27, 2021 12:27:02 PM  
Rec: \$15.00 Total: \$26.10  
Cnty: \$3.30 State: \$7.80 Cons: \$3,000.00  
VICKI M. MCCARTHY - REGISTER OF DEEDS SUMTER COUNTY  
BY: CM

|                                         |   |                                  |
|-----------------------------------------|---|----------------------------------|
| STATE OF SOUTH CAROLINA                 | ) |                                  |
|                                         | ) |                                  |
| COUNTY OF SUMTER                        | ) | IN THE COURT OF COMMON PLEAS     |
|                                         | ) | FOR THE THIRD JUDICIAL CIRCUIT   |
|                                         | ) |                                  |
|                                         | ) | CIVIL ACTION NO: 2008-CP-43-2112 |
| Fannie M. Champion, Samuel Champion,    | ) |                                  |
| Evelyn C. Ludd, Sarah C. Evans,         | ) |                                  |
| Rachel C. Brown, Henry Champion, Jr.    | ) |                                  |
| Janie M. Champion, Mary Johnson and     | ) |                                  |
| John L. Champion,                       | ) |                                  |
|                                         | ) | TITLE UNDER ORDER OF COURT       |
| Plaintiffs,                             | ) |                                  |
|                                         | ) | Fee Simple                       |
| Vs.                                     | ) |                                  |
|                                         | ) |                                  |
| Ronald L. Hallman, Marjorie J. Hallman, | ) |                                  |
| Elton J. Hallman, Conswalla E. Hallman, | ) |                                  |
| Oron J. Hallman, Hazelee C. Hallman,    | ) |                                  |
| Edward G. Hamilton, Raymond Forbes      | ) |                                  |
| Davenport, II, and Mary Ellen Davenport | ) |                                  |
|                                         | ) |                                  |
| Defendants                              | ) |                                  |

TO WHOM ALL THESE PRESENTS SHALL COME OR BE MADE KNOWN, OR whom the same may in anywise concern, I, James C. Campbell, Clerk of Court for the County of Sumter in the state aforesaid, send greetings:

WHEREAS, in the captioned action as filed in the Court of Common Pleas for the County of Sumter, the parties therein named reached a settlement which was entered as an Order of this Court on January 4, 2019 (the "Settlement Order"); and

WHEREAS, the parties were unable to effectuate the settlement and by its Order dated September 15, 2021, pursuant to authority contained in Rule 70, South Carolina Rules of Civil Procedure, said Court directed the undersigned Clerk of Court in keeping with the agreements reached by the parties as set forth in the Settlement Order, to execute and convey the within described property to the within Grantees (the "Rule 70 Order"), the Settlement Order and the Rule 70 Order being collectively referred to as the "Decrees".

WHEREAS, the Settlement Order sets forth the agreement of the parties to exchange interests in real estate, including the conveyance of the within described property being exchanged and conveyed hereunder.

NOW THEREFORE, KNOW AL MEN, that I, the said Clerk of Court, in the County and State aforesaid, for and in consideration of the above recitals, the exchange of like kind property, the settlement of the cause of action and the sum of One and No/100 (\$1.00) Dollar (and no other consideration) to them in hand paid at and before the sealing of these presents by **Raymond F. Davenport and Mary Ellen Davenport** (the "Grantees"), the receipt whereof is hereby acknowledged, have granted bargained, sold and released, and by these Presents do grant, bargain, sell and release to the said **Grantees**, their heirs and assigns, those premises described on Schedule A, attached hereto and by this reference made a part hereof.

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 said premises before mentioned unto the said **Grantees**, their heirs and assigns forever.

SUBJECT TO and excepting those matters described in Schedule B attached hereto and by this reference made a part hereof.

WITNESS the execution hereof by the undersigned Clerk of Court, under and by virtue of said Decrees, have hereunto set my hand and seal at Sumter, South Carolina, this \_\_\_ day of September, 2021, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

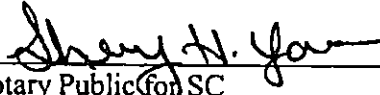
Sharon H. Dubox

Sherry H. Goss

James C. Campbell (SEAL)  
James C. Campbell  
Clerk of Court

STATE OF SOUTH CAROLINA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 18 day of October, 2021, by James C. Campell, Clerk of Court for Sumter County, pursuant to the Decrees.

  
Notary Public for SC

My Commission Expires: 9/14/21

(SEAL)

Grantee's Address:  
Raymond F. and Mary Ellen Davenport  
2520 Shingle Mill Road  
Sumter, SC 29153

## SCHEDULE A

All that certain piece, parcel or strip of land situate, lying and being in Providence Township, County of Sumter, State of South Carolina, containing .96 acre, more or less, and being more particularly shown and delineated as Parcel B on that certain plat by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7, and having such boundaries, metes, courses and distances as are shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended.

This being a portion of the property conveyed to Henry Champion and Fannie M. Champion by deed of William M. Reynolds, Master In Equity for Sumter County, by his deed dated February 10, 1993, and recorded in said ROD Office on February 19, 1993, in Volume 564, at page 156. Henry Champion died intestate on March 5, 2006 his interest in said properties having been distributed to his children (being the Grantors herein other than Fannie M. Champion) by Deed of Distribution dated January 5, 2007, and recorded in said ROD Office on January 5, 2007 in Book 1060, at page 153. Fannie M. Champion died on January 10, 2016 as will appear by reference to the administration of her Estate on file in the Office of the Probate Court for Sumter County, Case No. 2016-ES-43-00366.

Sumter County Tax Map Nos. 197-00-01-019 and 197-00-01-023 (part)

Schedule B

1. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
2. Rights of way for public utilities, if any.
3. Taxes for 2021 and subsequent years, a lien but not yet due and payable.
4. The property is being conveyed in "as is" condition.
5. Subject to a non-exclusive, permanent and perpetual 50' easement and right of way over and across said Parcel B in favor of Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman, Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilon, Raymond F. Davenport, II and Mary Ellen Davenport, being the Defendants named in the Cause of Action as filed in the Office of the Clerk of Court for Sumter County, Case No. 2008-CP-43-2112, their heirs and assigns, pursuant to the Decrees filed in said proceedings.

STATE OF SOUTH CAROLINA )  
COUNTY OF SUMTER )

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. The property being conveyed consists of a .96 acre parcel of land situate in Providence Township, Sumter County, SC, which tract is designated as Parcel B on a plat by Louis White Tisdale, RLS, dated May 26, 2017 and recorded in Plat Book 2019, at page 7, Sumter County Tax Map as Parcel Nos. 197-00-01-019(pt.) and 197-00-01-023 (pt.) owned by the Estate of Fannie M. Champion, et al, and being transferred to Raymond F. Davenport and Mary Ellen Davenport, the Deed having been executed by the Sumter County Clerk of Court in accordance with the Decrees filed in the Court of Common Pleas for Sumter County, Case No. 2008-CP-43-2112.

2. 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 - gift deed, love and affection and no other consideration (If exempt, please skip items 4 - 7, and go to item 8 of affidavit.)

3. Check one of the following if either item (2)(a) or item 2(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 total amount of \$3,000

(b) \_\_\_ The fee is computed on the fair market value of realty being exchanged the value of which is \$ .

(c) \_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_

4. 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:

5. The deed recording fee is computed as follows:

(a) Place the amount listed in item 3 above here: \$3,000

(b) Place the amount listed in item 4 above here: -0-

(c) Subtract Line 5(b) from Line 5(a) and place result here: \$3,000

6. The deed recording fee due is based on the amount listed on Line 5(c) above and the deed recording fee due is: \$11.10

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connection with the transaction as Closing Attorney.

8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars (\$1,000) or imprisoned not more than one (1) year, or both.

SWORN to before me this 2nd  
day of August, 2021

Kim A. Atkinson (LS)  
Kim A. Atkinson  
Notary Public for SC  
My commission expires: 05/17/2028

Jack W. Erter, Jr.  
Jack W. Erter, Jr., ATTORNEY

**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 of 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. 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. As 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 \$100.00;
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 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 as individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
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 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 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 or any of the above. A "charitable entitle" means an entity which may receive deductible contribution 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.

*Thomas H. Bayfield*

BOOK: 1293  
PGS: 1915 - 1922  
D October 27, 2021 12:27:01 PM  
Rec: \$15.00 Total: \$26.10  
Cnty: \$3.30 State: \$7.80 Cons: \$3,000.00  
VICKI M. MCCARTHY - REGISTER OF DEEDS SUMTER COUNTY  
BY: CM

*Shirley A. McLeod*

STATE OF SOUTH CAROLINA )

Quitclaim Deed

COUNTY OF SUMTER )

Whereas, Mary Ellen Davenport and Raymond F. Davenport, together with Elton J. Hallman and Conswalla E. Hallman, are the record owners of the within described real estate, said real estate being cut off from two larger tracts owned separately by said parties; and

WHEREAS, the within Grantees brought a cause of action against the within Grantors and others involving the rights of said Grantors named as defendants in said action to the use of the right of way commonly known as Shingle Mill Road, which cause of action is filed in the Office of the Clerk of Court for Sumter County, Case No. 2008-CP-43-2112 (the "Cause of Action"); and

WHEREAS, the parties to the Cause of Action have reached a settlement thereof pursuant to which they have agreed among other matters to exchange interests in real estate, including the exchange of real estate being conveyed hereunder; and

WHEREAS, the within described real estate constitutes all of the property to be conveyed to the within Grantees in accordance with the terms of said settlement.

NOW, THEREFORE, that the undersigned Grantors, in the County and State aforesaid, for and in consideration of the above recitals, the exchange of like kind property, the settlement of the Cause of Action and the sum of One and No/100 (\$1.00) Dollar (and no other consideration) to them in hand paid at and before the sealing of these presents by the **Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, John L. Champion and Mary Johnson (the "Grantees")**, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release to the said **Grantees**, their heirs, successors and assigns, those premises described on Schedule A, attached hereto and by this reference made a part hereof.

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 said premises before mentioned unto the said **Grantees**, their heirs, successors and assigns forever.

(For execution by Grantors see ensuing pages)

WITNESS the execution hereof by the undersigned Grantor this 27th day of October, 2021, and in the two hundred and forty-sixth year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Ashley Boyd

Mary Ellen Davenport (SEAL)  
Mary Ellen Davenport

Julie S. Munay

Raymond F. Davenport (SEAL)  
Raymond F. Davenport

STATE OF SOUTH CAROLINA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 27th day of October, 2021, by Mary Ellen Davenport and Raymond F. Davenport.

Julie S. Munay  
Notary Public for SC

My Commission Expires: 8/14/28

(SEAL)

SEE ATTACHED LIST WITH GRANTEE ADDRESSES

WITNESS the execution hereof by the undersigned Grantors this 21<sup>st</sup> day of Feb, 2019, and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

James R. Steele

Elton J. Hallman (SEAL)  
Elton J. Hallman

Julie S. Munay

Conswalla E. Hallman (SEAL)  
Conswalla E. Hallman

STATE OF SOUTH CAROLINA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Feb, 2019, by Elton J. Hallman and Conswalla E. Hallman.

Julie S. Munay  
Notary Public for SC

My Commission Expires: 8/14/28

(SEAL)

## SCHEDULE A

All that certain piece, parcel or strip of land situate, lying and being in Providence Township, County of Sumter, State of South Carolina, containing .96 acre, more or less, and being more particularly shown and delineated as Parcel C on that certain plat by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2019, at page 7, and having such boundaries, metes, courses and distances as are shown on said plat, reference to which is hereby made pursuant to authority contained in Section 30-5-250 of the Code of Laws of South Carolina, 1976, as amended.

This being a portion of the property conveyed to the within Grantors by the following deeds:

By deed of Mary Ellen Davenport to Raymond F. Davenport and Mary Ellen Davenport dated December 16, 2020 and recorded in said ROD Office on December 16, 2020 in Book 1278, at page 130; and

By deed of Barbara B. Tison to Elton J. Hallman and Conswalla E. Hallman dated March 23, 1989 and recorded in said ROD Office on March 24, 1989 in Volume 485, at page 1827.

Sumter County Tax Map No. 198-00-01-020 (pt) and 198-00-01-064 (pt)

Schedule B

1. Such state of facts as would be disclosed by an accurate survey and inspection of the premises.
2. Rights of way for public utilities, if any.
3. Taxes for 2021 and subsequent years. a lien but not yet due and payable.
4. The property is being conveyed in "as is" condition.

## GRANTEE ADDRESSES

Estate of Fannie M. Champion  
c/o Evelyn Champion Ludd  
P. O. Box 104  
Dalzell, SC 29040

Samuel Champion  
12905 White Bluff Road  
Savannah, GA 31419

Evelyn C. Ludd \*\*  
P. O. Box 104  
Dalzell, SC 29040

Sarah C. Evans  
5115 Christine Drive  
Sumter, SC 29150

Rachel C. Brown  
1075 Meadowcroft Drive  
Sumter, SC 29154

Henry Champion, Jr.  
P.O. Box 104  
Dalzell, SC 29040

Janie M. Champion  
P. O. Box 104  
Dalzell, SC 29040

John L. Champion  
P. O. Box 104  
Dalzell, SC 29040

Mary Johnson  
635 Aidan Drive  
Sumter, SC 29154

\*\*Send tax notice to this address

STATE OF SOUTH CAROLINA )  
COUNTY OF SUMTER )

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. The property being conveyed consists of a .96 acre parcel of land situate in Providence Township, Sumter County, SC, which tract is designated as Parcel C on a plat by Louis White Tisdale, RLS, dated May 26, 2017 and recorded in Plat Book 2019, at page 7, Sumter County Tax Map as Parcel Nos. 198-00-01-020(pt.) and 198-00-01-064 (pt.) owned by Mary Ellen Davenport, et al, and being transferred to the Estate of Fannie M. Champion, et al, in accordance with a Settlement Order filed in the Court of Common Pleas for Sumter County, Case No. 2008-CP-43-2112.

2. 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 - gift deed, love and affection and no other consideration  
(If exempt, please skip items 4 - 7, and go to item 8 of affidavit.)

3. Check one of the following if either item (2)(a) or item 2(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 total amount of \$3,000

(b) \_\_\_\_\_ The fee is computed on the fair market value of realty being exchanged the value of which is \$ .

(c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_

4. 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:

5. The deed recording fee is computed as follows:

(a) Place the amount listed in item 3 above here: \$3,000

(b) Place the amount listed in item 4 above here: -0-

(c) Subtract Line 5(b) from Line 5(a) and place result here: \$3,000

6. The deed recording fee due is based on the amount listed on Line 5(c) above and the deed recording fee due is: \$11.10

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connection with the transaction as Closing Attorney.

8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars (\$1,000) or imprisoned not more than one (1) year, or both.

SWORN to before me this 2nd  
day of August, 2021

Kimalah A. Atkinson (LS)  
Kimalah A. Atkinson  
Notary Public for SC  
My commission expires: 05/17/2028

Jack W. Eter, Jr.  
Jack W. Eter, Jr., ATTORNEY

**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 of 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. 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. As 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 \$100.00;
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 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 as individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
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 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 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 or any of the above. A "charitable entitle" means an entity which may receive deductible contribution 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.

**moorelawfirm@ftc-i.net**

---

**From:** Holmes, Tammie <tholmes@sccourts.org>  
**Sent:** Friday, March 25, 2022 1:35 PM  
**To:** moorelawfirm@ftc-i.net  
**Cc:** Transcripts; Falin, Stormy; davidholler@smithrobinsonlaw.com; juliemurray@smithrobinsonlaw.com; jackerter@smithrobinsonlaw.com; tommyplayer@playermcmillan.com; richardcjones@jonesethjones.com  
**Subject:** RE: Fannie M. Champion, et al., vs. Ronald L. Hallman, et al, Appell. Case No. 2021-001293, CA/No. 2008-CP-43-02112, Moore # 2703.4

Good afternoon Mr. Moore.

As you can see from the snip it below, Judge Cothran did not have a court reporter on April 25, 2017 in Sumter County. Maybe the agreement was not put on the record or either it was done on a different date.

-249-

# Terms of Circuit and Family Court April 2017

4/24/2017

| Circuit Number | 4/3/2017                                                                                                                                                    | 4/10/2017                                                                                                                | 4/17/2017                                                                                                                                                                                                                                                                                                                                                                                    | 4/24/2017                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>3</u>       | <p>General Sessions<br/>Clarendon<br/>Cothran, R.</p> <p><u>SULLIVAN</u> 3, 4<br/><u>NO CR NEEDED</u> 5<br/><u>SULLIVAN</u> 6<br/><u>NO CR NEEDED</u> 7</p> | <p>General Sessions<br/>Sumter<br/>McFaddin, George</p> <p><u>SULLIVAN</u> 10, 11, 12<br/><u>NO CR NEEDED</u> 13, 14</p> | <p>General Sessions<br/>Sumter<br/>Cothran, R.</p> <p><u>RAY</u> 17, 18, 19<br/><u>NEVERS</u> 20<br/><u>NO CR NEEDED</u> 21</p> <p>General Sessions<br/>Lee<br/>McFaddin, George</p> <p><u>HARRIS</u> 17<br/><u>CARTER</u> 18 am<br/><u>NO CR NEEDED</u> 19, 20, 21</p> <p>General Sessions<br/>Sumter<br/>King, Howard</p> <p><u>SULLIVAN</u> 17, 18, 19, 20<br/><u>NO CR NEEDED</u> 21</p> | <p>General Sessio<br/>Williamsburg<br/>McFaddin, Geo</p> <p><u>SULLIVAN</u> 24, 25<br/><u>NO CR NEEDED</u> 2</p> <p>Common Pleas<br/>Nonjury<br/>Sumter<br/>Cothran, R.</p> <p><u>RAY</u> 24<br/><u>NO CR NEEDED</u> 25<br/><u>RAY</u> 26 am<br/><u>NO CR NEEDED</u> 27, 28</p> <p>Common Pleas<br/>Nonjury<br/>Lee<br/>Russo, Thomas</p> <p><u>NO CR NEEDED</u></p> <p>General Sessio<br/>Keesley, William</p> <p><u>SHEPPARD</u> 24</p> |

Thank you,  
Tammie M. Holmes  
Court Reporter/Interpreter Manager  
South Carolina Judicial Branch  
1220 Senate Street, Ste. 200

**moorelawfirm@ftc-i.net**

---

**From:** moorelawfirm@ftc-i.net  
**Sent:** Friday, March 25, 2022 9:55 AM  
**To:** 'DCM@dwightmoorelaw.com'  
**Subject:** FW: Fannie M. Champion, et al., vs. Ronald L. Hallman, et al, Appell. Case No. 2021-001293, CA/No. 2008-CP-43-02112, Moore #2703.4  
**Attachments:** doc04006020220325083553.pdf; doc04006120220325083638.pdf

**Tracking:**

| Recipient                | Read                     |
|--------------------------|--------------------------|
| 'DCM@dwightmoorelaw.com' |                          |
| dwight                   | Read: 3/25/2022 10:18 AM |

**From:** moorelawfirm@ftc-i.net <moorelawfirm@ftc-i.net>  
**Sent:** Friday, March 25, 2022 9:54 AM  
**To:** 'Holmes, Tammie' <tholmes@sccourts.org>  
**Cc:** 'Transcripts' <transcripts@sccourts.org>; 'sfalin@sccourts.org' <sfalin@sccourts.org>; davidholler@smithrobinsonlaw.com; juliemurray@smithrobinsonlaw.com; jackerter@smithrobinsonlaw.com; tommyplayer@playermcmillan.com; richardcjones@jonesseth-jones.com  
**Subject:** RE: Fannie M. Champion, et al., vs. Ronald L. Hallman, et al, Appell. Case No. 2021-001293, CA/No. 2008-CP-43-02112, Moore #2703.4

Good Morning, Ms. Holmes:

The date of the hearing for which the transcript of record is requested is April 25, 2017. Attached are the Sumter County Court Roster for the term beginning 04/24/2017, ending 04/28/2017, and the Order of Judge R. Ferrell Cothran filed January 4, 2019, which references the trial date as April 25, 2017. With kind regards;

Dwight C. Moore  
Attorney-at-Law  
Moore Law Firm, L.L.C.  
P. O. Box 1229 (29151-1229)  
26 North Main Street  
Sumter, SC 29150  
Telephone (803) 778-6520  
Fax (803) 775-6365  
E-Mail: [moorelawfirm@ftc-i.net](mailto:moorelawfirm@ftc-i.net)

**From:** Holmes, Tammie <tholmes@sccourts.org>  
**Sent:** Thursday, March 24, 2022 3:11 PM  
**To:** [moorelawfirm@ftc-i.net](mailto:moorelawfirm@ftc-i.net)  
**Cc:** Transcripts <transcripts@sccourts.org>  
**Subject:** FW: Fannie M. Champion, et al., vs. Ronald L. Hallman, et al, Appell. Case No. 2021-001293, CA/No. 2008-CP-43-02112, Moore #2703.4

Good afternoon Mr. Moore.

I have looked at this transcript and the hearings for March 25, 2017 in Sumter County with Judge Cothran that day. Judge Cothran did not have a court reporter on March 25, 2017. Could this hearing have been heard on a different date?

Thank you,

Tammie M. Holmes  
Court Reporter/Interpreter Manager  
South Carolina Judicial Branch  
1220 Senate Street, Ste. 200  
Columbia, SC 29201  
[tholmes@sccourts.org](mailto:tholmes@sccourts.org)  
803-734-1825

**From:** [moorelawfirm@ftc-i.net](mailto:moorelawfirm@ftc-i.net) <[moorelawfirm@ftc-i.net](mailto:moorelawfirm@ftc-i.net)>  
**Sent:** Thursday, March 24, 2022 1:57 PM  
**To:** RetiredCR <[Retiredcr@sccourts.org](mailto:Retiredcr@sccourts.org)>  
**Cc:** Falin, Stormy <[sfalin@sccourts.org](mailto:sfalin@sccourts.org)>; [davidholler@smithrobinsonlaw.com](mailto:davidholler@smithrobinsonlaw.com); [juliemurray@smithrobinsonlaw.com](mailto:juliemurray@smithrobinsonlaw.com); [jackerter@smithrobinsonlaw.com](mailto:jackerter@smithrobinsonlaw.com); [tommyplayer@playermcmillan.com](mailto:tommyplayer@playermcmillan.com); [richardciones@jonesethjones.com](mailto:richardciones@jonesethjones.com)  
**Subject:** Fannie M. Champion, et al., vs. Ronald L. Hallman, et al, Appell. Case No. 2021-001293, CA/No. 2008-CP-43-02112, Moore #2703.4

**\*\*\* EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

Ms. Sullivan,

Please see attached letter requesting a transcript of record for a hearing held in Sumter County Common Pleas Court on April 25, 2017. Thank you.

Dwight C. Moore  
Attorney-at-Law  
Moore Law Firm, L.L.C.  
P. O. Box 1229 (29151-1229)  
26 North Main Street  
Sumter, SC 29150  
Telephone (803) 778-6520  
Fax (803) 775-6365  
E-Mail: [moorelawfirm@ftc-i.net](mailto:moorelawfirm@ftc-i.net)

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Sumter County Third Judicial Circuit Court Rosters



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News Non-Jury Roster News Motion Roster News Status Conference Roster News

| | | | | | |
|--------------|-------------|-------------------|------------|--------------------|--|
| Court Agency | 43002 | Judge | Cothran | Roster Description | Jury Trials/April 24, 2017 @9:30am/Crtm 3B |
| Roster Type | Jury Roster | Roster Begin Date | 04/24/2017 | Roster End Date | 04/28/2017 |
| Roster Id | 203 | | | | |

Attorney Bar Number Case # Filed From Filed Thru Search Print Version

| # | Case / Case Caption | Plaintiff Attorney | Defendant Attorney | Filed Date | Sub Type | Status | Notes |
|----|---|--|---|------------|----------------------|-----------------------|---|
| 1 | 2008CP4302112
Fannie M. Champion, plaintiff, et al
VS Ronald L. Hallman, defendant, et al | Dwight Christopher Moore
(803) 778-6520 | Jack W. Erter Jr.
(803) 778-2471
David Cornwell Holler
(803) 778-2471
Richard C. Jones
(803) 773-8676
Thomas E. Player Jr.
(803) 775-2306 | 09/17/2008 | Real Prop/Other 499 | Pending | Case set certain for Bench Trial for Wed-Fri. |
| 2 | 2013CP4300060
Derricka Wells, plaintiff, et al
VS Pauline M Dr Anderson, defendant, et al | Edward L. Graham
(843) 662-3281
Diane M. Rodriguez
(803) 774-4444 | Mary Agnes Hood Craig
(843) 577-4435
Brian Edward Johnson
(843) 577-4435
G. Murrell Smith Jr.
(803) 778-2471 x234 | 01/11/2013 | Medical Malpract 220 | Pending | Not Before Date: 01/16/2017

Legislative Protection for Atty Murrell Smith |
| 3 | 2013CP4300749
Vivian Joyce Goodman VS James P Way | Ronnie Alan Sabb
(843) 355-5349 | Charles Fawcett Moore
(803) 254-2200 | 05/01/2013 | Motor Veh Accid 320 | Pending | Atty Sabb in Legislature |
| 4 | 2013CP4301941
Paul Nathaniel VS Elizabeth L Fauling | Joseph Thomas McElveen III
(803) 775-1263 x251 | Robert Lesley Brown
(803) 509-8071 | 10/29/2013 | Personal Injury 350 | Pending | Atty McElveen has Legislature Protection. |
| 5 | 2014CP4301683
David W Nivens VS Bishop's Transportation | Virginia Watson Williams
(803) 534-5218 | Shaun Courtney Kent
(803) 433-5368 | 08/18/2014 | Special-Comp/Oth 699 | Pending/ADR Deferred | Not Before Date: 07/01/2016
11-4-16 Atty's are submitting a confession of Judgment./No Judgment entered as of yet.1/23/17 Pti atty stated case has settled and she will file confession of judg this wk. |
| 6 | 2014CP4302206
Josie M Elmore, plaintiff, et al
VS Floyd Angus Md, defendant, et al | Gary Walton Popwell Jr.
(803) 799-9811 | Robert Gerald Chambers Jr.
(803) 227-4201
G. Murrell Smith Jr.
(803) 778-2471 x234 | 10/14/2014 | Medical Malpract 220 | Pending/ADR Deferred | Not Before Date: 10/01/2016
Atty Murrell Smith in Legislature |
| 7 | 2014CP4302294
Allison Rice VS Ahearn Rentals Inc, defendant, et al | Daniel W. Lugnbill
(803) 245-7799
Edward Wayne Ridgeway Jr.
(803) 779-5842
J. Christopher Wilson
(803) 245-7799 | Michael Wade Allen Jr.
(770) 789-4555
R. Patrick Flynn
(843) 834-3426 | 10/28/2014 | Motor Veh Accid 320 | Pending | Not Before Date: 12/01/2016
1/31/17 Per atty's case is con't til April 1st due for time of mediation set for 2/17/17 |
| 8 | 2014CP4302602
Charlie E Nash Jr VS Derle A Jr Lowder Pa | Lindsay Anne Joyner
(843) 693-7880 | Kenneth R. Young Jr.
(803) 773-4371 | 12/01/2014 | Breach of Cont 140 | Pending/ADR Deferred | Not Before Date: 07/01/2016
3/22/17 Per email-mediation is set for 5/1/17. |
| 9 | 2015CP4300165
Robert B McDuffie Jr VS O Bartlette Bule | Ray E. Chandler
(803) 566-7744
Lauren Leigh Felder
(843) 745-4542
David Cornwell Holler
(803) 778-2471 | Reese Rodman Boyd III
(843) 839-9800
Thomas C. Brittain
(843) 449-8562
Mary Frances G. Jowers
(803) 734-3996
Wade S. Kolb Jr.
(803) 418-0800 | 01/23/2015 | Other/Malpract 299 | Pending/ADR Sanctions | |
| 10 | 2015CP4300335
Steven McCaskey, plaintiff, et al
VS John Boykin, defendant, et al | Timothy Lee Griffith
(803) 499-2012 | A. Paul Weissenstein Jr.
(803) 418-5700 | 02/05/2015 | Breach of Cont 140 | Pending | Not Before Date: 09/15/2016
3/7/17 Per email-Case has settled/dism f/c |
| 11 | 2015CP4300513
Michael Griffin VS Richard Dale Alford | Kenneth R. Young Jr.
(803) 773-4371 | Robert Lesley Brown
(803) 509-8071 | 02/25/2015 | Motor Veh Accid 320 | Pending/ADR Sanctions | |
| 12 | 2015CP4301043
Demetrius D McDonald VS | Joseph Thomas McElveen III
(803) 775-1263 x251 | Kelley S. Cannon
(803) 758-6000 x205
Trevor Penrose Eddy | 04/27/2015 | Personal Injury 350 | Pending | Not Before Date: 12/01/2016
Atty McElveen has Legislature Protection. |

| | | | | | | | |
|----|---|---|---|------------|---------------------|-----------------------|--|
| | Lakesha T Spann | | (803) 758-6000
George Verner Hanna IV
(803) 758-6000 | | | | |
| 13 | 2015CP4301133
Marvin Edward Burris VS Terrance R Wilson | Calvin K. Hastie Sr.
(803) 774-7776 | | 05/13/2015 | Contract/Other 199 | Pending/ADR Sanctions | Def in default- atty will file mtn/default and damages |
| 14 | 2015CP4301585
Melvin Rogers VS Joseph Whiting, defendant, et al | James David Weeks
(803) 775-5856 | Joseph Whiting | 07/02/2015 | Conversion 310 | Pending | Atty Weeks In Legislature |
| 15 | 2015CP4301649
Robert L Garrett VS Eddie Jones | John Richard Moorman
(803) 775-1263 | Ashley Bruce Nance
(843) 407-5525 | 07/16/2015 | Motor Veh Accid 320 | Pending/ADR Sanctions | Not Before Date: 01/15/2017 |
| 16 | 2015CP4301729
Debra L Frazier VS David McGee III | Joseph Thomas McElveen III
(803) 775-1263 x251 | Ray E. Chandler
(803) 566-7744 | 07/24/2015 | Personal Injury 350 | Pending/ADR Sanctions | Atty McElveen has Legislature Protection. |
| 17 | 2015CP4301816
Roshell D Dunham VS Saritha Dacheppalli | John Derrick Clark
(803) 775-1234 | Ashley Bruce Nance
(843) 407-5525 | 08/03/2015 | Motor Veh Accid 320 | Pending | Not Before Date: 01/15/2017 |
| 18 | 2015CP4301900
Joseph Robinson VS Adrian Woods | William W. Wheeler III
(803) 484-5454 | Jamie Ackermann
(864) 354-3788
John Timothy Wooten
(404) 662-2333 | 08/14/2015 | Motor Veh Accid 320 | Pending/ADR Sanctions | Atty Wheeler in Legislature |
| 19 | 2015CP4302132
Jung Ok Pyon VS L M Milan | William Ceth Land
(803) 435-8894 | Robert Lesley Brown
(803) 509-8071 | 09/14/2015 | Motor Veh Accid 320 | Pending/ADR Deferred | |
| 20 | 2015CP4302225
Luther Lee VS Ginger Mitchell | Jason Lee Reddick
(803) 795-4467 | Gregory Dean Ammons
(843) 407-1583 | 09/28/2015 | Breach of Cont 140 | Pending/ADR Sanctions | 1/31/17 Atty's are going to submit Order 40J. |
| 21 | 2015CP4302280
Aaron A Green VS Keenan Gregg | John Derrick Clark
(803) 775-1234 | Robert W. Brown
(803) 778-2471
Samuel M. Mokeba
(803) 799-9091 | 10/09/2015 | Personal Injury 350 | Pending/ADR Deferred | |
| 22 | 2016CP4300414
Charlie L Jones VS Lloyds Of London, defendant, et al | Charlie L Jones
(803) 572-2998 | John Richard Moorman
(803) 775-1263
Kirby Darr Shealy III
(803) 254-4190 | 03/03/2016 | Breach of Cont 140 | Pending | |
| 23 | 2016CP4300520
Charles Ogden VS Frederick Sigler Jr, defendant, et al | A. Paul Weissenstein Jr.
(803) 418-5700 | | 03/18/2016 | Personal Injury 350 | Pending | |
| 24 | 2016CP4300521
Bettlann Ivey VS Wheelz LLC d/b/a Sumter Chrysler Dodge Jeep Ram | John Stephen Keffer
(803) 774-1004 | Karl Stephen Brehmer
(803) 771-6600
Patrick McFadden Killen
(803) 774-5026 | 03/21/2016 | Breach of Cont 140 | Pending | |

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STATE OF SOUTH CAROLINA)

COUNTY OF SUMTER)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

CIVIL ACTION NO: 2008-CP-43-2112

Fannie M. Champion, Samuel Champion,
Evelyn C. Ludd, Sarah C. Evans,
Rachel C. Brown, Henry Champion, Jr.
Janie M. Champion, Mary Johnson and
John L. Champion,

Plaintiffs,

Vs.

Ronald L. Hallman, Marjorie J. Hallman,
Elton J. Hallman, Conswalla E. Hallman,
Oron J. Hallman and Hazelee C. Hallman,
Edward G. Hamilton, Helen D. Hamilton,
Edward E. Hamilton, Raymond Forbes
Davenport, II, and Mary Ellen Davenport,

Defendants

This matter being called to trial on April 25, 2017, the parties reached the following agreement and the settlement was placed upon the record. Rule 43(k), South Carolina Rules of Civil Procedure. The Court enters the following Order consistent with the terms of the settlement.

Statement of the facts

Plaintiffs and Defendants own certain tracts of real property in the Providence Township of Sumter County that are contiguous to Shingle Mill Road, a private unpaved roadway. Shingle Mill Road current transverses through the approximate center of Plaintiff's property and near certain dwellings (hereinafter "Shingle Mill current situs"). In this legal action, Plaintiffs assert, and Defendants deny, that Defendants do not have a right of ingress and egress access on Shingle

Mill Road to their real property. Defendants assert, and Plaintiffs deny, that they have an express or implied easement of ingress and egress on Shingle Mill Road to access their real property.

Also in this legal action, Plaintiffs assert, and Defendants deny, that Defendants have trespassed upon their property by using Shingle Mill Road for ingress and egress, and that Plaintiffs have suffered damages. Defendants assert, and Plaintiffs deny, that Plaintiffs have blocked access and refused to allow maintenance of Shingle Mill Road, and that Defendants have also suffered damages.

The parties hereto hereby agree as follows:

1. Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, hereby grant to Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, including all agents and employees, an unconditional release and discharge of all causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

2. Ronald L. Hallman, Marjorie J. Hallman, Elton J. Hallman, Conswalla E. Hallman, Oron J. Hallman and Hazelee C. Hallman, Edward G. Hamilton, Helen D. Hamilton, Edward E. Hamilton, Raymond Forbes Davenport, II, and Mary Ellen Davenport, hereby grant to Evelyn C. Ludd, as Personal Representative of the Estate of Fannie M. Champion, Samuel Champion, Evelyn C. Ludd, Sarah C. Evans, Rachel C. Brown, Henry Champion, Jr., Janie M. Champion, Mary Johnson and John L. Champion, an unconditional release and discharge of all

causes of action, both known and unknown, arising at any time since the beginning of the world until the present.

Terms of the court approved settlement agreement: The settlement agreement is particularly shown and delineated on a certain plat entitled "LAND SWAP: SHINGLE MILL ROAD ACCESS" prepared by Louis White Tisdale, RLS, dated May 26, 2017, as recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2017, at page ____ (hereinafter referred to as "LAND SWAP plat"), and made a part of this record by reference.

3. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey to Defendants a Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants shall immediately be entitled to use and maintain the easement in its current location, provided however, that within a period of time not to exceed two (2) years from the date of this Agreement, Defendants shall maintain the traveled portion of the roadway as far as practicable away from the residence of Evelyn C. Ludd. Nothing in this Agreement shall prevent Plaintiffs, at any time and at their own expense, from maintaining and moving the traveled portion of the roadway further away from the Ludd residence, provided however, that such conduct does not interfere with Defendants right to quiet use, enjoyment and maintenance.

4. Plaintiffs shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.96 acres and more fully described as Parcel B in the LAND SWAP plat to Defendants; and in exchange Defendants shall, to the extent each may have a financial interest in the subject property, convey in fee simple certain real property consisting of several tracts of land equaling 0.97 acres and more fully described as Parcel C in the LAND SWAP plat to Plaintiffs. Both fee

simple properties are also shown on the LAND SWAP plat.

5. Defendants shall, within a time period not to exceed two (2) years [hereinafter "Construction Period"] from the date of this Agreement, take all necessary action to clear and construct a private exclusive roadway for the purpose of ingress and egress to their real property along Parcel B. Upon completion of the private exclusive roadway along Parcel B, and subject to the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described in Parcel A and shown on the LAND SWAP plat. Defendants shall no longer use that portion of Shingle Mill Road (Shingle Mill current situs) that transverses through the center of Plaintiffs' real property.

6. Plaintiffs warrant not to interfere with Defendants quiet use, enjoyment, and maintenance of the Fifty (50) foot non-exclusive easement in perpetuity of ingress and egress across certain real property as described as Parcel A and shown on the LAND SWAP plat. Defendants warrant not to exceed the limitations of the Fifty (50) foot non-exclusive easement or otherwise interfere with Plaintiffs quiet use and enjoyment of the servient real property. All parties agree and consent to the Sumter County Court of Common Pleas retaining concurrent jurisdiction under this Order to resolve any disputes that may arise under the terms of this Agreement during the Construction Period.

7. This Court, the Honorable R. Ferrell Cothran, Jr., shall maintain concurrent jurisdiction for the purpose of resolving any matters that may arise under this court approved settlement agreement, including without limitation the remedy of specific performance and enforcement of the terms of this Agreement. In the event Judge Cothran is unavailable, the parties agree that any circuit court judge assigned to the Third Judicial Circuit may exercise jurisdiction over this matter. Notwithstanding this provision, the parties may exercise any other

moorelawfirm@ftc-i.net

From: Holmes, Tammie <tholmes@sccourts.org>
Sent: Thursday, March 24, 2022 3:11 PM
To: moorelawfirm@ftc-i.net
Cc: Transcripts
Subject: FW: Fannie M. Champion, et al., vs. Ronald L. Hallman, et al, Appell. Case No. 2021-001293, CA/No. 2008-CP-43-02112, Moore #2703.4
Attachments: doc04002720220324123206.pdf

Good afternoon Mr. Moore.

I have looked at this transcript and the hearings for March 25, 2017 in Sumter County with Judge Cothran that day. Judge Cothran did not have a court reporter on March 25, 2017. Could this hearing have been heard on a different date?

Thank you,

Tammie M. Holmes
Court Reporter/Interpreter Manager
South Carolina Judicial Branch
1220 Senate Street, Ste. 200
Columbia, SC 29201
tholmes@sccourts.org
803-734-1825

From: moorelawfirm@ftc-i.net <moorelawfirm@ftc-i.net>
Sent: Thursday, March 24, 2022 1:57 PM
To: RetiredCR <Retiredcr@sccourts.org>
Cc: Falin, Stormy <sfalin@sccourts.org>; davidholler@smithrobinsonlaw.com; juliemurray@smithrobinsonlaw.com; jackerter@smithrobinsonlaw.com; tommyplayer@playerermcmillan.com; richardcjones@jonessethjones.com
Subject: Fannie M. Champion, et al., vs. Ronald L. Hallman, et al, Appell. Case No. 2021-001293, CA/No. 2008-CP-43-02112, Moore #2703.4

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Ms. Sullivan,

Please see attached letter requesting a transcript of record for a hearing held in Sumter County Common Pleas Court on April 25, 2017. Thank you.

Dwight C. Moore
Attorney-at-Law
Moore Law Firm, L.L.C.
P. O. Box 1229 (29151-1229)
26 North Main Street
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**Moore Law Firm, L.L.C.**

---

March 24, 2022

Ms. Margaret T. Sullivan  
[retiredcr@sccourts.org](mailto:retiredcr@sccourts.org)  
S. C. Court Administration  
1220 Senate Street, Suite 200  
Columbia, SC 29201

Re: Fannie M. Champion, et al., vs. Ronald L. Hallman, et al.  
Appellate Case No. 2021-001293  
Civil Action No.: 2008-CP-43-02112  
Moore File No.: 2703.4

**Dwight C. Moore**

*Attorney at Law*

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**RECEIVED**

**Mar 24 2022**

**SC Court of Appeals**

Dear Ms. Sullivan:

It is my understanding that you were the Court Reporter for the hearing on the above-referenced case. If this is correct, please provide me with a transcript of record of the following proceedings:

NAME OF CASE: Fannie M. Champion, et al., vs. Ronald L. Hallman, et al.  
CASE NUMBER: Civil Action No.: 2008-CP-43-02112  
COURT: Sumter County Court of Common Pleas  
PRESIDING JUDGE: The Honorable R. Ferrell Cothran, Jr.  
DATE OF HEARING: April 25, 2017

I agree to pay the per-page charge for this transcript as provided By Rule 607, SCACR.

Yours very truly,

*Dwight C. Moore*

Dwight C. Moore

DCM:dmm

c: The Honorable V. Claire, Chief Deputy Clerk  
South Carolina Court of Appeals  
1220 Senate Street  
Columbia SC, 29201  
[sfalin@sccourts.org](mailto:sfalin@sccourts.org)

Ms. Tammie Holmes, Manager  
Court Reporting and Court Interpreting  
South Carolina Court Administration  
1220 Senate Street, Suite 200  
Columbia, SC 29201-3739  
VIA FAX: (803) 734-1821

Ms. Margaret T. Sullivan  
March 24, 2022  
Page 2

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|----------------------------|---|---------------------------|
| State of South Carolina    | ) | Court of Common Pleas     |
|                            | ) | Third Judicial Circuit    |
| County of Sumter           | ) | Case No. 2008-CP-43-02112 |
|                            | ) |                           |
| Fannie M. Champion, et al, | ) |                           |
|                            | ) |                           |
| Plaintiffs,                | ) |                           |
|                            | ) |                           |
| -vs-                       | ) | Transcript of Record      |
|                            | ) |                           |
| Ronald L. Hallman, et al,  | ) |                           |
|                            | ) |                           |
| Defendants.                | ) |                           |
|                            | ) |                           |

March 7, 2022  
Sumter, South Carolina

B E F O R E:

The Honorable R. Ferrell Cothran, Jr., Judge

A P P E A R A N C E S:

Dwight Moore, Esquire  
Attorney for the Plaintiffs

David Holler, Esquire  
Attorney for the Defendants

Proceedings taken down via WebEx

Transcribed by:  
Krystal J. Smith  
Official Circuit Court Reporter

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I N D E X

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| Motion to Alter or Amend.....     | 4                  |
| Court Reporter Certification..... | 20                 |

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(No Exhibits Presented)

COURT REPORTER LEGEND

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| dashes   | --    | intentional or purposeful interruption |
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1 MARCH 7, 2022 ~~H~~

2 (WHEREUPON, the proceedings began.)

3 THE COURT: Okay. Now I'm down to No. 21, Champion  
4 versus Hallman. Dwight Moore? Mr. Moore? I see Mr. Holler.

5 MR. MOORE: Good morning.

6 THE COURT: Good morning.

7 MR. MOORE: Judge, this case is one that you're familiar  
8 with, all the motions.

9 THE COURT: Oh, yeah. I've been dealing with it my  
10 entire career.

11 MR. MOORE: Let me get back on here. There was a Form 4  
12 that the Court issued and that we are trying to have the Court  
13 look at in terms of this notice of motion in regard to the  
14 bond on appeal.

15 There's an alter -- motion to alter or amend that was  
16 filed on October 4, 2021. The Court dealt with that matter  
17 and as part of that order required that the appealing part --  
18 party shall post a cash surety in the amount not to exceed  
19 \$50,000.

20 It is our position that this case does not necessarily  
21 merit a \$50,000 bond. If I can remind the Court, this has to  
22 do with some property that runs through the community of the  
23 -- of the Champions, who live in this small settlement, and  
24 then the transferring of deeds.

25 The Court issued an injunction that prevented my clients

1 from interfering with the travel of these persons, the  
2 Hallmans, through their property. So there is at this point  
3 no issue relative to ingress and egress of the Hallmans to  
4 their property, which is located in the rear of this large  
5 tract of land.

6 We prepared a memorandum of law, Your Honor, which  
7 basically says that we believe there's no requirement for a  
8 cash surety as mandated in the offer [sic] and believe that  
9 the statute, 18-9-160, would not require an actual financial  
10 bond, as this has to do with not property that can be tangible  
11 or fungible or property that can be minimized by use by my  
12 clients in particular.

13 So it is our position that in this case while this matter  
14 is on appeal in light of the fact there's no prejudice to  
15 either party and certainly these persons have had no problems  
16 as far as I know and I've not heard from David as to any  
17 issues that anyone would be having in terms of getting back  
18 and forth through these properties, so it's our position that  
19 there should not be a bond in this matter. If there was one,  
20 we would think there should not be one, it should be a very  
21 minimal one.

22 THE COURT: Okay. Mr. Holler?

23 MR. HOLLER: Thank you, Judge. David Holler on behalf of  
24 Ronald Hallman.

25 Judge, I believe the statute that's cited in your order

1 -- of course, you granted a Rule 70 motion to enforce a  
2 settlement and have a conveyance of -- I believe it was .97  
3 acres, two strips of land on contiguous property. 18-9-170,  
4 the statute, says that because this has to do with the  
5 transference or the sale of real property that on appeal your  
6 order is not stayed, as I understand it, meaning as in a money  
7 judgment or some other ruling in a typical car wreck case or  
8 something like that, of course, once the appeal is filed, the  
9 order compelling the payment of a judgment or so forth is  
10 stayed as a matter of rule.

11 In this case, since it's real property, the law in South  
12 Carolina, again 18-9-170, says that -- that that type of order  
13 is not stayed and, if it were to be stayed, a bond would  
14 needed to have been put in place at or near the time that the  
15 appeal was taken, which, of course, hasn't been done.

16 Judge, it's my understanding -- and I'm holding deeds  
17 executed by the Clerk of Court. They've already been executed  
18 and filed in accordance with your order, your ruling and, of  
19 course, the law in the state. So I mean absent an order to  
20 undo what's been done, which I don't think the law supports,  
21 you know, again, I think we'd be looking at a different  
22 question.

23 At this point in time, these three quit claim or an  
24 easement and two quit claim deeds would have to be literally  
25 undone and then I think that would be a separate process than

1 just asking for an order after the fact.

2 THE COURT: Okay.

3 MR. HOLLER: I don't -- I don't know if that's helpful,  
4 Judge. I apologize. I think it happened unless there was  
5 some mechanism in place at the time of the appeal being filed  
6 that would have stayed it. That did not occur.

7 THE COURT: Okay. So -- and from a practical matter on  
8 the ground, if the clerks -- and I didn't know that the clerks  
9 had issued the deeds. Has anything been done as far as  
10 constructing a road? Where -- where are the Hallmans  
11 traveling right now to get to their property? Has the road  
12 been put in?

13 MR. HOLLER: Judge, I think everything had been done with  
14 a few exceptions. I think there was some language in the  
15 order about additional time to complete.

16 The -- as far as the deeded portion, I believe that's  
17 been done. The only issue was not the -- not the conveyed --  
18 the conveyed portions, but the easement itself that ran beside  
19 Ms. Ludd's home. I do not believe anything has been done in  
20 that area in terms of improving the road.

21 THE COURT: Are they still riding by her road?

22 MR. HOLLER: Well, the only way that they can get to  
23 their property is to drive near her house. That's -- that's  
24 the easement portion.

25 THE COURT: Right, but I was under the impression that

1 the road was going to move from her yard to the other side of  
2 that hedgerow and that that was what the issue was with  
3 constructing that road.

4 MR. HOLLER: That is one of several issues that the --  
5 the field on the other side of the hedgerow was -- is owned by  
6 another property owner.

7 THE COURT: Right.

8 MR. HOLLER: And when we tried to approach him about  
9 purchasing it, he wanted \$100,000 or something like that. So  
10 that became an option that wasn't a choice.

11 THE COURT: But -- but the biggest issue in this whole  
12 thing was them driving through her yard right close to her  
13 house, and the -- and the settlement that you and Mr. Moore  
14 entered into years and years ago was that those -- the road  
15 was going to be moved over to the edge of the property line,  
16 which would not put them riding through her yard close to her  
17 house.

18 And then, you know, for whatever reason, the deeds were  
19 not signed or executed. So nothing really ever happened, and  
20 I think your people were having -- getting in there through  
21 other ways, but the big issue was having to move those big  
22 trees to construct the road. That's the last time that I was  
23 out there.

24 MR. HOLLER: Yes, sir. And I don't believe anything has  
25 changed since then, Judge.

1 THE COURT: Okay.

2 MR. HOLLER: As far -- but that's not part of the  
3 conveyed property. That's part of the easement.

4 THE COURT: Right. So, Mr. Moore, what is --  
5 understanding the appeal, what -- if you win the appeal, what  
6 is going to happen? If in the -- what do you think should be  
7 done?

8 MR. MOORE: Well, Judge --

9 THE COURT: When is this thing going to ever end?

10 MR. MOORE: I think you recited some history that you had  
11 with these kind of cases. Sometimes they don't ever end.

12 It's my hope that we can resolve this once we get through  
13 some of the legal issues that we have in front of us. Of  
14 course, the big deal here was the actual agreement that we  
15 believe defendants have not complied with in terms of what  
16 they ~~had to do~~ under the language of the -- of that agreement.

17 THE COURT: Okay.

18 MR. MOORE: Now, as it sits here today while we are going  
19 through this, the rest of this process, they have access to  
20 their homes with no issue from my clients, and I think they --  
21 they have been able to go -- come and go without any problems  
22 while we resolve this, i.e. my concern regarding the bond.

23 First of all, my clients are everyday working people, and  
24 I don't think they can afford a \$50,000 bond as a practical  
25 matter. The second practical aspect of this is they are using

1 the road getting back and forth, and at least while this is  
2 going on I would ask that there be no bond required and,  
3 hopefully, after we get some of the smoke cleared, we can sit  
4 down and figure out a way to get around this. That's just  
5 where we are.

6 THE COURT: But the -- but the bond was -- was -- I  
7 thought was in there to -- because there was no thing about  
8 staying this order, that the filing the appeal doesn't stop  
9 everything and, in fact, the Clerk of Court has already done  
10 these deeds. So --

11 MR. MOORE: Well, I'm not sure about --

12 THE COURT: -- why would --

13 MR. MOORE: -- appeals --

14 THE COURT: I'm sorry. Go ahead.

15 MR. MOORE: I'm sorry. I interrupted you. I'm sorry.  
16 Go ahead.

17 THE COURT: So the \$50,000 was the stay to keep the Clerk  
18 of Court from doing the deeds, but the clerk has already done  
19 the deeds. So the -- so the property has been conveyed.  
20 That's what Mr. Holler tells me.

21 MR. MOORE: Yes, sir.

22 THE COURT: So there's no issue about the property being  
23 conveyed.

24 MR. MOORE: Well, the deeds were filed with the clerk.  
25 That doesn't mean that they were actually filed with the RMC's

1 office. That's two different things. Just because the clerk  
2 has them does not mean they're filed for the public record.

3 I don't know that to be the case except for I think once  
4 we filed the appeal to the extent that order -- there's an  
5 order that says that the property is to be conveyed despite  
6 our issue with that order that we felt like they didn't comply  
7 with does have -- that appeal does have some say-so over that  
8 issue because that is the issue relative to the property.

9 THE COURT: Well, I guess if the clerk has already issued  
10 the deeds -- and I assume when he said issued, that means  
11 they're recorded and registered deeds and that the -- and  
12 first, if you went and searched the title, that would be  
13 there. Now, if you win the appeal, then I guess those deeds  
14 got to be undone if -- you know, but if not, they're in place.

15 MR. MOORE: Well, I don't know that if the statute gives  
16 -- gives -- gives the plaintiff time to appeal a decision by  
17 the Court that they can usurp that by going out and doing  
18 certain things and saying now the appeal, if there is one,  
19 does not affect what we've done in the interim, but I think  
20 that may have been -- that may have been what was done here to  
21 get around jurisdiction relative to the estate.

22 So I would think that if we won the appeal, then that  
23 would -- that would undo that which was done between the time  
24 the Court issued the order and the time we appealed from that  
25 -- from that order, and we did that timely.

1 THE COURT: Okay. I understand that, but you filed the  
2 appeal without filing the bond. So -- and I assume --

3 MR. MOORE: Well, we didn't --

4 THE COURT: -- if you had filed a bond, it would have  
5 stopped everything. Since you didn't file a bond, I assume  
6 Mr. Holler and those went ahead and got the deeds done and  
7 filed. So --

8 MR. MOORE: Well, we -- we filed --

9 THE COURT: -- how is it the bond issue not moot now?

10 MR. MOORE: I don't think it was -- I don't think it -- I  
11 don't think it was ever moot. When we got the order, amended  
12 order saying there was a bond, we in a timely manner filed the  
13 appeal or the motion for you to relook at this.

14 THE COURT: Okay.

15 MR. MOORE: So we met the deadlines relative to filing as  
16 set up by the rules and, because they moved in the interim,  
17 that does not, again, I believe take away whatever authority  
18 we have relative to -- relative to our motion being filed or  
19 appeal being taken.

20 THE COURT: Okay. And the issue that you had with -- the  
21 last was the \$50,000 bond was wrong, but if the appeal has  
22 already been filed and you haven't posted bond, if I change  
23 the bond, what difference is that going to make?

24 MR. MOORE: Well, if it's -- if it's reasonable in light  
25 of my clients' capacity to pay it, then I guess we would try

1 to pay it. If it's not, then I guess we would need to appeal  
2 that as well.

3 THE COURT: Okay.

4 MR. MOORE: And again now, in the interim as a practical  
5 matter, nothing stops these people from moving about from  
6 point A to point B.

7 THE COURT: Okay. So if you appeal the \$50,000 figure,  
8 the question is what is -- if -- when this case is heard by  
9 the Court of Appeals, what issue do they have to decide?

10 MR. MOORE: Whether -- I think the issue -- sole issue  
11 relative to the agreement is whether the defendants acted  
12 timely relative to the agreement entered into by both parties  
13 and whether --

14 THE COURT: Okay.

15 MR. MOORE: -- that makes that agreement null and void.

16 THE COURT: And so --

17 MR. MOORE: And then we have the other issue that  
18 followed from that.

19 THE COURT: Right. So what -- the other issue, has that  
20 been appealed? I mean I understand you've appealed the order  
21 that the agreement -- that they did not do it timely putting  
22 the road in within the period of time. Their position was we  
23 couldn't put the road in because you didn't send us the deeds.  
24 So we couldn't comply because we'd have been trespassing. And  
25 so that's the issue we heard and that's how I ruled.

1       So now because of the 18-9-160, an appeal doesn't  
2 automatically stay the judgment dealing with real property.  
3 And for that to have stayed that, you would have to file a  
4 bond, which was \$50,00, in the -- in the interim.

5       So where do we stand? If you've already appealed it and  
6 it's on the docket with the -- with the Court of Appeals,  
7 what's the difference about the \$50,000 in that has that order  
8 been appealed?

9       MR. MOORE: Everything has been appealed that came from  
10 that order, Judge, except for this bond issue, which we have  
11 before the Court for --

12       THE COURT: I understand.

13       MR. MOORE: Right. So everything has been -- everything  
14 has been dealt with except this by way of our motion for you  
15 to reconsider.

16       THE COURT: Okay. Mr. Holler, has those deeds actually  
17 been recorded in registered deeds?

18       MR. HOLLER: Yes, Your Honor, and this may mean more to  
19 you than me. It's Book Number 1293 -- 1293 --

20       THE COURT: Right.

21       MR. HOLLER: -- page 1915 through 1922, and then 1923  
22 through 1929, and then 1930 through 1936.

23       THE COURT: Okay. So they're -- so they're on -- if you  
24 went and abstracted a search and title right now, it would  
25 show those exchanges being in place?

1 MR. HOLLER: Yes, sir.

2 THE COURT: All right.

3 MR. MOORE: And I would go back and say, Judge, simply  
4 that if -- that if they did that between the issuing -- the  
5 Court issuing of its order and the -- and the time we had to  
6 appeal, then if the subject -- it could -- if the -- if the  
7 Court sided with the plaintiff, then that would be undone or  
8 redone.

9 THE COURT: Right.

10 MR. MOORE: I don't know that it gives them the power to  
11 necessarily usurp and minimize the plaintiffs' posture  
12 relative to appeal just because they filed it before we  
13 appealed.

14 THE COURT: Right. I understand your position, but I  
15 don't know when they filed it.

16 But that was -- that's what the -- but if it's been -- I  
17 mean my whole issue about the \$50,000, then it's moot now  
18 because they have already done it. So whether you have the  
19 bond in place or not, the Court of Appeals will determine  
20 whether it needs to be undone or not. Right? If I changed  
21 the \$50,000 to \$5,000, what is that going to change in the  
22 posture of this case?

23 MR. MOORE: Well, let me say -- and I'm looking at the  
24 exact language of the order. I think the Court said in its  
25 order -- and it reads this way.

1 In the event any party appeals and seeks a stay of any  
2 one or more of the orders entered into this matter, the  
3 appealing party shall be required to post with the Court a  
4 cash -- cash surety in an amount not to exceed \$50,000 or such  
5 other amounts as may be determined sufficient by the Court.

6 That's the actual language in your order.

7 THE COURT: Right.

8 MR. MOORE: So in theory, you could say that there would  
9 be no bond --

10 THE COURT: Right.

11 MR. MOORE: -- that's required --

12 THE COURT: I understand.

13 MR. MOORE: -- and it says so.

14 THE COURT: I'm sorry. I didn't mean to interrupt, but  
15 that -- that whole issue of the bond goes to stay and so, you  
16 know, for whatever reason now the deeds have been done and --  
17 and the property has been transferred. So what's the -- you  
18 know, the bond is not an issue because -- because if you  
19 wanted to stay them transferring that property, you had to  
20 file either the \$50,000 or some amount of money, and they've  
21 already done it.

22 So -- and I don't know the exact time frame of when all  
23 that was done, but it seems to me the bond is moot at this  
24 point. Now --

25 MR. MOORE: Well, I would tend to -- I would tend to

1 agree with that except I don't want David coming back and  
2 saying we have not complied with an order to post a bond.

3 THE COURT: If --

4 MR. MOORE: I know --

5 THE COURT: I don't want to require the stay, and the  
6 problem is the stay seems to be moot because the deeds have  
7 been done. Now, whether those deeds will ultimately get  
8 undone or not, you know, will be up to the Court of Appeals.

9 And it -- I guess it won't be that complicated unless  
10 somebody sold this land, and then if we got somebody else in  
11 this title, then we've got a really dog's mess if they get  
12 reversed. But if they don't, we're still back where we  
13 started from with your client and David's client in that if  
14 the -- if they reverse me and the agreement is not any good  
15 anymore, then we're back to square one in this whole property  
16 scenario, which is never going to end unless, you know, either  
17 the order stands and the Court of Appeals doesn't reverse me  
18 and it's done. If it is reversed, then your clients and  
19 David's client can't work something out, this will be going on  
20 forever.

21 But I don't know that me changing the order at this point  
22 -- since everything has been done, the \$50,000 bond just had  
23 to deal with staying the order since it's not automatically  
24 stayed upon appeal. And if you had appealed it anyway,  
25 they've already done it because those stays occurred.

1        Now, whether -- the issue on appeal is also that it  
2        wasn't timely done and that they undo those deeds until the  
3        other issue is decided, especially if somebody wants to sell  
4        something and you need to transfer title again and you undo  
5        those deeds that have been done because of the \$50,000 issue,  
6        then we're back to square one on the other order.

7        Am I -- is that not correct? Am I missing something?

8        MR. MOORE: I think you're in the ballpark for sure. I  
9        hate to forecast these things, Judge, because I've been wrong  
10       before, and this is probably one that I'm probably wrong about  
11       again, but this is a -- this is one that will probably not go  
12       away anytime soon.

13       THE COURT: Okay. And I understand that. If it had have  
14       been, we'd have -- it'd gone away long before now.

15       Okay. Well, I understand your order. I'm not -- I mean  
16       your request to reconsider. I'm not really sure it's not  
17       moot, but I'll look at that file again. I was hoping I'd  
18       never have to look at this file again, but that comes with the  
19       territory, I guess.

20       MR. MOORE: You can't retire. That's for sure. You  
21       can't go anywhere.

22       THE COURT: I know. Well, I've got two years. I'm going  
23       to be 72. It will not get resolved in my tenure. So I just  
24       hope it gets resolved before y'all quit. I don't think it's  
25       going to make it on me.

1 But anyway, I'll look at it one more time, but I think  
2 the real issue is is it moot at this point. We'll see what  
3 the Court of Appeals does with it.

4 MR. MOORE: All right.

5 THE COURT: Okay?

6 MR. MOORE: Thank you, sir.

7 MR. HOLLER: Thank you, Judge.

8 MR. RICHARD JONES: Thank you, Judge.

9 THE COURT: Yes, sir.

10 (WHEREUPON, the proceedings ended.)

11

12 --- END REQUESTED TRANSCRIPT ---

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## NOTES:

1. THIS PLAT REPRESENTS PROPERTY LOCATED IN SOUTH CAROLINA, SUMTER COUNTY, PROVIDENCE TOWNSHIP AND IS LOCATED AT SHINGLE MILL DRIVE.
2. IT IS EXPRESSLY UNDERSTOOD THAT BLACK RIVER LAND SURVEYING, LLC DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF ENVIRONMENTAL CONDITIONS SUCH AS JURISDICTIONAL WETLANDS, UNDERGROUND FEATURES, STRUCTURES OR OTHER GEOLOGIC OR ENVIRONMENTAL CONSIDERATIONS.
3. ALL UTILITIES ON THIS PROPERTY HAVE EASEMENTS, BUT MANY THAT MAY NOT BE RECORDED. IT IS THE BUILDER'S/OWNER'S RESPONSIBILITY TO VERIFY THE EXISTENCE, LOCATION AND EXTENT OF ANY UTILITY EASEMENTS ON THIS PROPERTY PRIOR TO CONSTRUCTION OF ANY STRUCTURES.
4. THIS SURVEY WAS PREPARED FOR RONALD L. HALLMAN FOR PURPOSES OF THIS PLAT ONLY. THIS PLAT IS OWNED BY RONALD L. HALLMAN AND ALL DATA USED IN PREPARATION OF THIS PLAT IS SOLELY OWNED BY BLACK RIVER LAND SURVEYING, LLC.
5. THIS SURVEY IS BASED UPON A PLAT BY EDWARDS LAND SURVEYORS, INC. DATED MARCH 26, 2003 AND IS RECORDED IN SUMTER COUNTY PLAT BOOK PG2003 PG191; A PLAT BY EDWARDS LAND SURVEYORS, INC. DATED NOVEMBER 21, 1998 AND IS RECORDED IN SUMTER COUNTY PLAT BOOK PG199 PG165; A PLAT BY MCLELLUM & PALMER, DATED MARCH 7, 1979 AND IS RECORDED IN SUMTER COUNTY PLAT BOOK PG154; A PLAT BY WALKER, PARK, & ASSOCIATES, INC., DATED DECEMBER 27, 2000, AND IS RECORDED IN SUMTER COUNTY PLAT BOOK PG2000 PG702; A PLAT BY HUEL C. BAILEY, DATED NOVEMBER 17, 2003 AND IS RECORDED IN SUMTER COUNTY PLAT BOOK PG2003 PG397; A PLAT BY BLACK RIVER LAND SURVEYING, DATED JANUARY 13, 1997 AND IS RECORDED IN SUMTER COUNTY PLAT BOOK PG177 PG370.
6. THIS PROPERTY APPEARS ON FEMA FIRM 435850 01250 WITH AN EFFECTIVE DATE OF FEBRUARY 16, 2007 AND SCALES INSIDE A ZONE X WHICH IS OUTSIDE OF THE 100 YEAR FLOOD HAZARD BOUNDARY.
7. THIS SURVEY DOES NOT CONSIST OF A TITLE SEARCH AND IS BASED SOLELY ON THE LISTED REFERENCES. NO WARRANTY IS MADE OR IMPLIED AS TO THE VALIDITY OF TITLE OR THE EXISTENCE OF OTHER RESTRICTIONS OR ENCUMBRANCES.

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1000 Highway 51, S.W. 80121-1100  
Sumter, SC 29106  
Phone: 803-453-1100  
Fax: 803-453-1100  
E-mail: edwards@edwards-land.com

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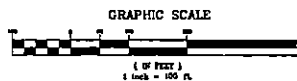
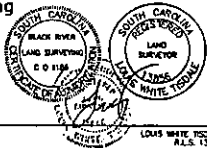
## CERTIFICATION:

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.

Black River Land Surveying, LLC  
Surveying Planning Mapping



2305 Mayes Open Road  
Maysville, SC 29104  
803-453-6061 (Office)  
803-453-6062 (Facsimile)  
brls@brlc-llc.net



JOB # 17033 SURVEY  
DATE: 6/29/2017

LOUIS WHITE, TOWNE  
A.L.S. 13256

## LAND SWAP

## SHINGLE MILL ROAD ACCESS

SITUATED IN PROVIDENCE TOWNSHIP, COUNTY OF SUMTER,  
STATE OF SOUTH CAROLINA,  
PLAT PREPARED AT THE REQUEST OF RONALD L. HALLMAN  
PORTION OF TMS# 197-00-01-019, 197-00-01-139, 197-00-01-023,  
198-00-01-020, & 198-00-01-064.

BASES OF BEARINGS:  
THE BASIS OF BEARINGS FOR THIS SURVEY  
WAS DERIVED FROM PLAT OF RECORD  
RECORDED IN PLAT BOOK 04 PAGE 156.

APPROVED  
SUMTER CITY-COUNTY  
PLANNING COMMISSION  
DATE: 7-2-17

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**

FEB 27 2023

APPEAL FROM SUMTER COUNTY  
COURT OF COMMON PLEAS

**SC Court of Appeals**

R. Ferrell Cothran, Jr., Circuit Court Judge  
C/A No. 2008-CP-43-02112

Appellate Case No. 2021-001293

The Estate of Fannie M. Champion, by  
Evelyn Champion Ludd, Personal  
Representative, Samuel Champion,  
Evelyn C. Ludd, Sarah C. Evans,  
Rachel C. Brown, Henry Champion, Jr.,  
Janie M. Champion, Mary Johnson and  
John L. Champion,

Appellants,

v.

Ronald L. Hallman, Marjorie J. Hallman,  
Elton J. Hallman, Conswalla E. Hallman,  
Oron J. Hallman, Hazelee C. Hallman,  
Edward G. Hamilton, Helen D. Hamilton,  
Edward E. Hamilton, Raymond Forbes  
Davenport, II, and Mary Ellen Davenport,

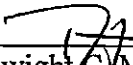
Respondents.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal in the above-captioned case contains all material proposed to be included by any of the parties and not any other material.

February 25, 2023

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Attorney for Appellants