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**Sep 25 2023**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM YORK COUNTY  
Court of Common Pleas

The Honorable William A. McKinnon

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Appellate Case No. 2022-000580  
Circuit Court Case No. 2018-CP-46-03726

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The Grapevine of Riverwalk, Inc. ....Respondent,

v.

Riverwalk River District Building 6, LLC, Mark Mather, GRH Development Resources, LLC, The Greens of Rock Hill, LLC, and Assured Administration, LLC,  
.....Appellants.

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**APPELLANTS’ MOTION TO SUBSTITUTE SURETY BOND FOR CASH BOND**

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On April 19, 2022, a money judgment was entered by the circuit court in this matter, which judgment is the subject of this appeal. By order filed August 15, 2022, the circuit court granted Appellants’ Motion to Stay the execution of the judgment, subject to the requirement that “Defendants shall post a cash or surety bond in the amount of \$950,000.” (Exhibit 1, Order of August 15, 2022, ¶¶ 1, 3). Appellants did deposit \$950,000 in cash with the Clerk of Court for York County, on September 30, 2022. (Exhibit 2, Appeal Bond). Appellants now seek this Court’s approval to substitute a surety bond for

the cash deposit. Appellants have sought the consent of Respondents to this Motion, but they have received no response.

Appellants hereby respectfully move this Court to permit Appellants to substitute a surety bond for the cash bond, by issuing an order instructing the circuit court to release the cash bond contemporaneously with the deposit by the Appellants/Defendants of a surety bond with the Clerk of Court for York County, South Carolina, in the amount of \$950,000.

Respectfully submitted,

FORD WALLACE THOMSON LLC

s/Ainsley F. Tillman

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*Attorneys for Appellants*

Charleston, South Carolina

September 25, 2023

# Exhibit 1

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS  
2018-CP-46-03726

THE GRAPEVINE OF RIVERWALK, INC.,

Plaintiff,

v.

RIVERWALK RIVER DISTRICT  
BUILDING 6, LLC, MARK S. MATHER,  
GRH DEVELOPMENT RESOURCES, LLC,  
THE GREENS OF ROCK HILL, LLC, and  
ASSURED ADMINISTRATION, LLC

Defendants.

**ORDER ON DEFENDANTS' MOTION  
FOR STAY OF PROCEEDINGS AND  
PLAINTIFF'S RULE 70 MOTION TO  
COMPEL COMPLIANCE WITH FINAL  
JUDGMENT, FOR CONTEMPT ORDER,  
AND FOR ORDER REGARDING NON-  
PAYMENT OF RENT PENDING  
APPEAL**

THIS MATTER was heard on August 1, 2022 in the Court of Common Pleas for York County, South Carolina, Sixteenth Judicial Circuit, the Honorable William A. McKinnon, presiding. Christian Staples and Steven Meckler appeared for Plaintiff and Keith Martens appeared for Defendants. Having reviewed and considered the motions and other materials submitted by the parties, and having heard the oral arguments of counsel for the parties, the Court hereby finds and concludes as follows:

- 1) Defendants' Motion for Stay of Proceedings pending appeal is granted, effective August 1, 2022, and subject to the terms and conditions of this Order.
- 2) Plaintiff's Rule 70 Motion to Compel Compliance with Final Judgment, for Contempt Order, and for Order Regarding Non-Payment of Rent Pending Appeal is granted in part, and denied in part, subject to the terms and conditions of this Order.
- 3) Defendants shall post a cash or surety bond, pursuant to Rule 62, SCRCF, and S.C. Code § 18-9-130, in the amount of \$950,000.00, on or before September 30, 2022, in order to

maintain the stay of the money judgment portions of the Final Judgment entered in this action on April 19, 2022. If Defendants fail to post the entirety of such bond on or before the deadline stated herein, then the stay shall automatically dissolve as to such money judgments.

4) The Court finds that the Master Deed recorded by Defendant Riverwalk River District Building 6, LLC on May 31, 2022 contains one or more provisions that may actually or potentially impair the rights of Plaintiff, including those established by this litigation. Therefore, pursuant to Rule 70, SCRCP, and the Court's inherent equitable powers, the Court directs the parties to proceed as follows to record an amended Master Deed:

- a. On or before August 15, 2022, each party shall identify to the other in writing the name of an attorney who is licensed to practice law in the State of South Carolina and who regularly practices in the area of commercial real estate whom the party proposes to draft and record an amended Master Deed for the Riverwalk River District Building 6 Horizontal Property Regime;
- b. On or before September 1, 2022, the two appointed attorneys shall communicate with one another to determine whether they agree upon the essential terms of an amended Master Deed and, if so, then they shall coordinate with one another to draft and record the amended Master Deed;
- c. Each party shall bear the costs and fees of its own nominated attorney;
- d. If the two attorneys nominated by the parties are unable to agree as to all terms of an amended Master Deed, then by September 1, 2022, those attorneys shall jointly nominate a third attorney who does not currently represent either party, is licensed to practice law in the State of South Carolina, regularly practices in the area of commercial real estate and who agrees to draft and record an amended Master Deed

for the Riverwalk River District Building 6 Horizontal Property Regime. The costs and fees of any attorney so nominated shall be borne equally by the parties;

- e. The amended Master Deed shall be recorded by September 30, 2022 and, upon recording, shall replace the Master Deed that was recorded by Riverwalk River District Building 6, LLC on May 31, 2022. The amended Master Deed shall contain terms that are consistent with the provisions of the South Carolina Horizontal Property Regime Act, commercially reasonable and not unduly restrictive of Plaintiff's rights, including the right of Plaintiff to use Common Areas adjacent to its space, as established by the judgment in this case. Riverwalk River District Building 6, LLC, and not Plaintiff, shall be designated as Declarant. The amended Master Deed may include such provisions as shall contain only those provisions, addenda, attachments and exhibits which are typical and commercially reasonable for master deeds in South Carolina, and which are otherwise equitable to Plaintiff.
- 5) On or before September 30, 2022, Riverwalk River District Building 6, LLC shall deposit with the York County Clerk of Court a fully-executed deed of conveyance that is sufficient to transfer title of Plaintiff's Leased Premises to Plaintiff without further action (other than recording and delivery). The deed of conveyance shall be a General Warranty Deed, and not an Indenture Deed, and shall make reference to the amended Master Deed. The York County Clerk of Court is directed to accept the deposit of such General Warranty Deed pursuant to S.C. Code § 18-9-160, to retain the deed and not to record it unless directed or authorized by subsequent order. Upon deposit of the General Warranty Deed, the stay of this court's judgment for specific performance shall remain in effect for the duration of the appeal, or until modified or rescinded by subsequent order issued by a court of competent jurisdiction.

6) If the Master Deed and the General Warranty Deed required hereby are not so recorded or deposited, as the case may be, on or before September 30, 2022, then the stay of specific performance that is granted by this Order shall automatically dissolve.

7) Effective August 1, 2022, Plaintiff shall have no further obligation to pay rent or any other charge under the Commercial Lease Agreement (“Lease”) between the parties which is at issue in this action. Consistent with the Final Judgment, the “Purchase Price” as defined in the Lease and Option to Purchase shall be further reduced by the sum of \$129,679.44, which is the amount of Base Rent paid by Plaintiff under the Lease since February 2, 2018. Plaintiff shall also be entitled to offset against the Purchase Price the \$25,000.00 rent credit and the \$6,705.00 security deposit as provided by the Option to Purchase. The General Warranty Deed prepared pursuant to this Order should therefore reflect an actual purchase price of \$108,615.56 after application of the foregoing credits/offsets. Property taxes for the year in which the transfer, sale, or closing occurs shall be prorated between the parties through the date thereof, but shall be limited to that portion or percentage of said taxes attributable to the unit only (not to Building 6 as a whole).

8) Plaintiff’s motion for contempt and for other sanctions is denied.

IT IS SO ORDERED.

\_\_\_\_\_  
The Honorable William A. McKinnon

\_\_\_\_\_, 2022  
\_\_\_\_\_, South Carolina



York Common Pleas

**Case Caption:** Grapevine Of Riverwalk Inc The VS Riverwalk River District  
Building 6 Llc , defendant, et al

**Case Number:** 2018CP4603726

**Type:** Order/Stay of Execution of Judgment

So Ordered

/s William A. McKinnon, #2761, Circuit Judge

Exhibit 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	
The Grapevine of Riverwalk, Inc.,	)	C/A No. 2018-CP-46-03726
	)	
Plaintiff,	)	
	)	
v.	)	APPEAL BOND
	)	
Riverwalk River District Building 6, LLC,	)	
Mark S. Mather, GRH Development	)	
Resources, LLC, The Greens of Rock Hill,	)	
LLC and Assured Administration, LLC,	)	
	)	
Defendants.	)	
_____	)	

Whereas, on April 19, 2022, a money judgment was entered in this action in favor of Plaintiff/Respondent, The Grapevine of Riverwalk, Inc. (“Plaintiff/Respondent”);

Whereas, Defendants/Appellants timely filed a notice of appeal from said judgment to the South Carolina Court of Appeals;

Whereas, by order filed August 15, 2022, the South Carolina Court of Common Pleas stayed execution of the Money Judgment pending appeal, conditioned upon Defendants/Appellants’ posting a cash or surety bond in a sum sufficient to secure the Money Judgment and additional interest that may accrue on said Money Judgment during appeal:

Therefore, pursuant to the provisions of S.C. Code Ann. § 18-9-130 (Law. Co-op. 2014) and the terms of the August 15, 2022 Order of this court, Defendants/Appellants have deposited the sum of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) with the York County Clerk of Court, in order to secure Plaintiff/Respondent’s Money Judgment pending appeal.

Defendants/Appellants reserve the right to substitute a surety bond for this cash bond at a later date.

September 30, 2022

s/W. Keith Martens  
W. Keith Martens  
S.C. Bar 8645  
HAMILTON MARTENS, LLC  
P.O. Box 10940  
Rock Hill, South Carolina 29731  
(803) 329-7672  
[keith.martens@hamiltonmartens.com](mailto:keith.martens@hamiltonmartens.com)

ATTORNEYS FOR DEFENDANTS/APPELLANTS

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LLC, The Greens of Rock Hill, LLC, and Assured Administration, LLC,  
.....Appellants.

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**PROOF OF SERVICE**

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I certify that on September 25, 2023, I served *Appellants' Motion to Substitute Surety Bond for Cash Bond* on Respondent by sending the same to its attorneys of record at their email addresses of record with AIS, simultaneously with the filing of the same with the Court.

s/ Ainsley Tillman

*Attorney for Appellants*