

Feb 25 2025**SC Court of Appeals**

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

The Honorable Mikkell R. Scarborough
Master in Equity

Appellate Case No. 2024-000756

TDS of Charleston, LLC,	Respondent,
v.	
Kenneth Edmondson	Appellant.

RESPONDENT'S MOTION TO DISMISS APPEAL

Respondent TDS of Charleston, LLC (“TDS” or “Respondent”) moves to dismiss this appeal pursuant to Rule 240, SCACR due to multiple fatal defects that independently and collectively bar appellate review. The appeal suffers from jurisdictional failures, procedural violations, and substantive deficiencies that make meaningful review impossible. The grounds for dismissal are that Appellant Kenneth Edmondson, a *pro se* litigant, (1) is engaged in the unauthorized practice of law, claiming to represent other parties who did not appeal the lower court’s order, (2) failed to serve all respondents to this appeal, thereby depriving this Court of appellate jurisdiction, (3) improperly attempts to challenge and relitigate two prior unappealed orders, and (4) failed to comply with the South Carolina Appellate Court Rules by (a) filing an Initial Brief that does not comply with Rule 208, SCACR, and (b) filing a Designation of Matter that does not comply with Rule 209, SCACR.

Each of these defects independently require dismissal; collectively, they demonstrate a fundamental misunderstanding of both substantive law and appellate procedure that cannot be overlooked.

FACTUAL AND PROCEDURAL BACKGROUND

The present matter involves the interests of Respondent TDS of Charleston, LLC and certain other parties with regard to an 11.8-acre tract of land located in Awendaw, South Carolina (TMS 612-00-00-22) (the “Property”). The matter originated as two cases, which were later consolidated on June 13, 2023: (1) Bonner v. German, Case No. 2020-CP-10-1867 (the “Quiet Title Action”), and (2) TDS of Charleston, LLC v. Bonner, Case No. 2021-CP-10-02419 (the “Collection Action”).

The Quiet Title Action

On January 14, 2021, Judge Mikell R. Scarborough issued a Final Order to Quiet Title, determining the ownership interests in the Property. (Quiet Title Order, Exh. A). The order established ownership percentages for various heirs of Peter German. **No appeal was taken from this Final Order.**

TDS’s Acquisition of Property Interests

On February 10, 2022, pursuant to the interests established by the Court’s Quiet Title Order, TDS purchased a five percent (5%) undivided ownership interest in the Property from Elene Jones. (Deed, Exh. B). Thereafter, on May 13, 2022, TDS purchased a fifty percent (50%) undivided ownership interest in the Property from the Thompsons. (Deed, Exh. C).

On June 13, 2023, the Court entered an Order granting specific performance of a Contract between TDS and Stacy Bonner, conveying Bonner’s ten percent (10%) undivided interest in the Property to TDS. (Order, pp. 6-7, Exh. D; Deed Exh. E). As a result of this Order, TDS’s total

ownership interest in the Property increased to sixty-five percent (65%). **No appeal was taken from this Order.**

The Partition Proceedings

On November 29, 2023, the Court held a hearing to partition the property. TDS appeared through its member, Timothy Cook, represented by attorney Jamison Cox of Smith Cox & Associates, LLP. Kenneth Edmondson, Richard L. Edmondson, Christopher German, and Sandra Gibson (collectively, the “heirs”) each appeared *pro se*. (Order, p. 1, Exh. F).

At the outset of the hearing, Appellant Kenneth Edmondson made several verbal requests that the Court denied as untimely: Appellant demanded a continuance, a jury trial, and responses to discovery requests he had placed in the mail to TDS’s counsel just one day before (Tr. pp. 3-4 at Exh. G). The Court noted that Mr. Edmondson had been a party for more than a year and had received three months’ advance notice of the hearing through service on August 31, 2023 (Tr. p. 4, lines 20-23). The Court also reminded Mr. Edmondson that he had previously requested and received time to obtain counsel but had failed to do so in the intervening year (Tr. p. 5, lines 2-6). Other than the late-filed discovery request, which the Court reviewed and considered, Appellant did not file or present any pleadings, motions, affidavits, exhibits, or memoranda with the Court. (Tr. p. 46, lines 10-17).

At the Court’s direction, TDS provided three partition alternatives that had been previously communicated to the heirs in August 2023. The Court reviewed the three alternatives, explained how partition-in-kind and partition-by-sale operate under South Carolina law. (Tr. p. 12:4-21). All parties present were given a full opportunity to be heard. (Tr. p. 30:9-14).

At the conclusion of the hearing, the Court presented three options to the heirs: (1) purchase TDS’s entire interest for \$523,575 by March 15, 2024, (2) receive approximately 4

acres as their collective 35% ownership while paying \$62,000 in shared expenses, or (3) sell their interests to TDS at \$30,000 per 5% share if they failed to exercise either of the first two options by the specified deadlines. (Tr. p. 53:25-55:15). The Court issued an order setting forth these three options on January 25, 2024. (Order, Exh. F). The heirs did not exercise Options 1 or 2. Accordingly, TDS exercised its right to purchase the property interests pursuant to Option 3.

On March 28, 2024, TDS's counsel sent a detailed letter to the heirs regarding distribution of their shares of the purchase price. The letter informed the heirs that their checks were ready for pickup at the law office, outlined the procedure for collecting payment, including IRS documentation requirements, and offered alternate payment methods, including wire transfer or FedEx delivery. (Letter, Exh. H).

Procedural History of Current Appeal

Appellant Kenneth Edmondson served a Notice of Appeal on April 25, 2024. However, despite two deficiency notices from this Court dated May 13 and May 24, 2024, Appellant did not file the Notice with the lower court until May 28, 2024—thirty-three days after service and twenty-two days after the deadline required by Rule 203(d)(1)(B), SCACR.

After receiving a series of seven (7) deficiency letters from this Court, Appellant filed an Initial Brief and Designation of Matter on January 6, 2025. As set forth below, Appellant's Initial Brief fails to meet the fundamental requirements for appellate review under Rule 208(b)(1), SCACR, and improperly attempts to relitigate settled matters that Appellant never appealed. Rather than addressing the partition order, the Brief focuses on challenging the unappealed January 14, 2021 Quiet Title Order and June 13, 2023 Order granting TDS specific performance and confirming conveyance of Bonner's 10% interest. The Brief provides no coherent legal analysis supported by relevant authority, instead presenting a stream of consciousness narrative

filled with unsubstantiated allegations and emotional appeals. It contains no references to the record and inappropriately seeks to present future documents—which have not yet been created—for this Court’s review. Most significantly, the Brief’s “Arguments” section lacks any discussion or citation of authorities as required by Rule 208(b)(1)(E). These deficiencies, combined with the jurisdictional failures and improper attempt to challenge binding orders, are so pervasive and substantial that they warrant dismissal of the appeal.

ARGUMENTS

I. The Appeal Should Be Dismissed Because Appellant Is Engaged in the Unauthorized Practice of Law.

The South Carolina Constitution provides this Court with the duty to regulate the practice of law in this state. S.C. Const. art. V, § 4; see also S.C. Code Ann. § 40-5-10 (2024). Under this authority, South Carolina law strictly prohibits non-lawyers from representing others: “No person may either practice law or solicit the legal cause of another person or entity in this State unless he is enrolled as a member of the South Carolina Bar pursuant to applicable court rules.” S.C. Code § 40-5-310 (2024).

The present appeal represents a clear case of unauthorized practice of law that warrants dismissal. Appellant Kenneth Edmondson filed a Notice of Appeal and Initial Brief purporting to represent other *pro se* parties who did not appeal the lower court’s order—specifically, Christopher German, Shirlene Edwards Carpenter, and Rufus Harvey. (Notice of Appeal, Exh. I, at Exhibit pp. 120 and 122; Initial Brief, Exh. J at Exhibit pp. 125 and 140). Mr. German and Ms. Carpenter appeared *pro se* at the underlying hearing and were each heard by the lower court. (Order, p. 1 Exh. F; Tr. pp. 30:9-11; pp. 32:5-44:13). Mr. Harvey, a resident of New York, was

provided with written notice of the hearing, but chose not appear at the hearing. (Notice of Hearing, Exh. K).¹

In *Brown v. Coe*, the South Carolina Supreme Court established that pursuing an appeal on behalf of others constitutes the unauthorized practice of law, finding that: (1) the filing of a notice of appeal and the preparation of briefs required to further perfect an appeal constitute the practice of law; (2) non-lawyers are prohibited from taking such actions on behalf of others pursuant to S.C. Code § 40-5-310; and (3) this prohibition is necessary to protect the public from representation by those unlearned in the law. *Brown v. Coe*, 365 S.C. 137, 142, 616 S.E.2d 705, 708 (2005).

While in *Brown* the Court allowed the appellant, the personal representative of an estate, thirty days to retain counsel rather than dismissing the appeal outright, it expressly limited this remedy to those specific circumstances, stating: “We base our decision [not to dismiss the appeal] on the fact that appellant has represented the estate in three previous appellate proceedings, leading her to believe that such was acceptable.” *Brown*, 365 S.C. at 144, 616 S.E.2d at 709. The Court emphasized its decision was “based on the facts and circumstances of this case.” *Id.*

The present case warrants immediate dismissal for three compelling reasons. First, unlike in *Brown*, Mr. Edmondson has no prior history of representing others. Unlike personal representatives who may have colorable authority to act on behalf of an estate, Appellant has no legal basis whatsoever to represent other *pro se* parties. Moreover, the lower court explicitly

¹ Mr. Richard L. Edmondson, Appellant’s brother, also appeared at the hearing. (Order, p. 1, Exh. F). As discussed below, Richard is an adverse party to Appellant whom Appellant failed to serve with the Notice of Appeal, depriving this court of jurisdiction and providing an additional superseding ground for dismissal of the instant appeal.

warned *the pro se* parties against such representation, stating “Well, she [Ms. Gibson] can represent herself but you can’t represent her.” (Tr. p. 8:22-24).

Second, Appellant, by his own admission, is not a lawyer (Tr. p. 27:12-17), and the Court repeatedly reminded him of this limitation, noting “I know you’re not a lawyer. I know you are a litigant.” (Tr. p. 16:2-3). As our courts have consistently held, “A pro se litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law.” *State v. Burton*, 356 S.C. 259, 265 n.5, 589 S.E.2d 6, 9 n.5 (2003).

Third, the *pro se* parties, including Appellant, were given ample opportunity to retain counsel but declined to do so despite receiving a year-long window. As the Court observed:

THE COURT: You’ve had an opportunity to get a lawyer, at least for the last year, because we talked about it the last time we were together. And you’ve gotten no lawyer since that time. That’s fine. That horse is out of the barn. (Tr. p. 29:5-12)

Appellant’s attempt to represent non-appealing parties while being a non-lawyer constitutes clear unauthorized practice of law under S.C. Code § 40-5-310 (2024). Given the Court’s explicit warnings and Appellant’s own acknowledgment of his non-lawyer status, and without any of the unique mitigating circumstances present in *Brown*, this Appeal should be dismissed.

II. This Court Lacks Jurisdiction Due to Appellant’s Failure to Serve All Respondents

This appeal suffers from a fatal jurisdictional defect: Appellant’s failure to serve Richard L. Edmondson, an adverse party whose interests directly conflict with this appeal. Rule 202(a), SCACR, clearly defines who must be served on appeal, stating “The party appealing shall be known as the appellant and the adverse party as the respondent.”

Mr. Richard Edmondson's status as an adverse party is beyond question. Not only did he attend the November 29, 2023 hearing, but following the Court's January 25, 2024 order, he affirmatively accepted its resolution by taking a thirty-thousand-dollar (\$30,000.00) payment from TDS in exchange for his five percent (5%) property interest. (Order, p. 6, Exh. F; Payment Records, Exh. L). By accepting payment and transferring his interest pursuant to the Order, Richard has taken a position directly adverse to Appellant's attempt to void that same transaction. Richard did not appeal the order and is notably not included among the *pro se* parties whom Appellant purports to represent.

Despite Richard's clear status as an adverse party, Appellant failed to serve him with the Notice of Appeal as required by Rule 203(b)(1), SCACR, which mandates that "the notice of appeal in a case appealed from the Court of Common Pleas must be served on all respondents within thirty days after receipt of written notice of entry of the order or judgment." *Elam v. S.C. Dep't of Transp.*, 351 S.C. 9, 14-15, 602 S.E.2d 772, 775 (2004) (emphasis added).

This service failure is not merely procedural - it is jurisdictional and fatal to the appeal. As our Supreme Court has repeatedly emphasized, "The requirement of service of the notice of appeal is jurisdictional, i.e., if a party misses the deadline the appellate court lacks jurisdiction to consider the appeal and has no authority or discretion to 'rescue' the delinquent party by extending or ignoring the deadline for service of the notice." *Elam*, 351 S.C. at 14-15; see also *USAA Property and Cas. Ins. Co. v. Clegg*, 661 S.E.3d 791, 795, 377 S.C. 643 (2008) (reiterating the rule). Moreover, Rule 263, SCACR, specifically prohibits any extension of time for serving the Notice of Appeal by the appellate court or any judge thereof.

Because Appellant failed to serve Richard Edmondson - a party whose interests would be directly and adversely affected by any reversal of the lower court's order - this Court lacks jurisdiction and must dismiss the Appeal.

III. The Appeal Should Be Dismissed Because Appellant Improperly Attempts to Challenge Unappealed Orders

Appellant's Initial Brief fundamentally misconstrues the scope of appellate review by attempting to challenge and relitigate two prior unappealed orders - the January 14, 2021 Quiet Title Order and the June 13, 2023 Order conveying Ms. Bonner's interest. Both orders are final, binding, and establish the underlying property interests at issue in this appeal. The law of the case doctrine precludes Appellant from challenging these orders now.

The January 14, 2021 Quiet Title Order determined the ownership interests in the Property and established ownership percentages for various heirs of Peter German. No appeal was taken from this Final Order. Similarly, the June 13, 2023 Order granted specific performance of a Contract between TDS and Stacy Bonner, resulting in TDS acquiring Bonner's ten percent interest in the Property and increasing TDS's total ownership to sixty-five percent. Again, no appeal was taken from this Order.

Despite the finality of these orders, Appellant's Initial Brief directly challenges them in multiple ways:

1. The Statement of Issues improperly asks "DID THE TRIAL COURT ERR IN GRANTING QUIET TITLLE [sic] TO THE HEIRSOF [sic] WILLIAM GERMAN WITH AN SIGNED ORDER THEN REOPING THE CASE?" (Initial Brief, Exh. J. p. 6). This directly challenges the January 2021 Quiet Title Order from which no appeal was taken.
2. The Statement of Case asserts "The Master- IN-Equity Granted Quiet Title to the Heirs originally as stated above. On November 29, 2023 Master in Equity Stated he never signed the Order which is in conflict with what we understood..." (Initial Brief, Exh. J. p. 7). This represents an improper attempt to relitigate the validity of the Quiet Title Order.

3. The Brief claims “The Facts are the Quiet Title action was for the German family Heirs and TDS of Charleston Was paid in full therefore they cannot prove any debt claim or contract with the German family.” (Initial Brief, Exh. J, p. 8). This challenges the June 2023 Order regarding Bonner’s contract with TDS, from which no appeal was taken.
4. The Arguments section asserts that “Respondent TDS of Charleston has not proven that he/she/or the corporate organization has a true claim to the German Heirs Land after they were not Named in a Singed Quiet title action,” (Initial Brief, Exh. J, p. 13) again attempting to relitigate ownership interests established in both prior orders.

Tellingly, Appellant’s Brief contains only a single reference to the partition proceedings that are actually on appeal (Initial Brief, Exh. J, p. 6, #3), and even this reference is made only in the context of challenging the underlying Quiet Title Order. This demonstrates that Appellant’s true purpose is not to appeal the partition order but to improperly relitigate settled matters.

It is well-settled that the failure to appeal an order that could have been appealed renders the order the law of the case. *Judy v. Martin*, 381 S.C. 455, 458, 674 S.E.2d 151, 153 (2009) (“Appellant may not seek relief from the prior unappealed order of the circuit court because the order has become the law of the case”). Appellant’s attempt to challenge these unappealed orders is improper and provides an independent ground for dismissal of this appeal. See *In re Morrison*, 321 S.C. 370 n. 2, 468 S.E.2d 651 n. 2 (1996) (noting that an unappealed ruling becomes the law of the case and precludes further consideration of the issue on appeal). The Supreme Court has consistently enforced this doctrine, as demonstrated in *ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche*, where the Court held that “[t]his unappealed ruling is the law of the case... and should not have been reconsidered by the Court of Appeals.” 327 S.C. 238, 241, 489 S.E.2d 470.

This defect is particularly significant because the challenged orders establish the very ownership interests that formed the basis for the partition proceedings now on appeal. Without the ability to challenge these underlying orders, Appellant has no basis to challenge the resulting partition.

This defect strikes at the heart of Appellant's appeal. The January 14, 2021 Quiet Title Order and June 13, 2023 Order conclusively established the ownership interests that form the foundation of the partition proceedings. Appellant cannot circumvent his failure to appeal these orders by collaterally attacking them in this appeal of the partition order. To allow such a challenge would not only violate the law of the case doctrine but would undermine the finality of judgments and the orderly administration of justice. Because Appellant's brief fundamentally relies on challenging these unappealed orders, the appeal must be dismissed.

IV. The Appeal Should Be Dismissed for Pervasive Rule Violations.

Appellant's wholesale failure to comply with the South Carolina Appellate Court Rules requires dismissal of this appeal. As our courts have consistently held, "[T]he question of compliance with rules, regulations and statutes governing an appeal is one of appellate jurisdiction." *Allison v W.L. Gore & Associated*, 394 S.C. 185, 188, 714 S.E.2d 547, 549 (2011). The consequences of such non-compliance are severe: an appellant who fails to follow these procedural requirements risks stripping the court of appellate jurisdiction. *State v. Brown*, 358 S.C. 382, 387, 596 S.E.2d 39, 41 (2004). Indeed, Rule 260(a), SCACR, mandates dismissal in such circumstances, stating "Wherever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk shall issue an order of dismissal, which shall have the same force and effect as an order of the appellate court."

A. Appellant's Initial Brief Fundamentally Fails to Comply with Rule 208, SCACR

Here, Appellant's Initial Brief so fundamentally fails to comply with Rule 208, SCACR, that it renders meaningful appellate review impossible. These are not mere technical deficiencies - they represent a comprehensive failure to meet the most basic requirements for appellate review, each independently significant and collectively fatal to the appeal. While Rule 208(b)(1)

establishes clear requirements for content and format, this brief fails at even the most fundamental level. Most critically, the brief fails to properly address Judge Scarborough's orders or the legal basis for partition.

1. Deficient Statement of the Case:

Appellant's Statement of the Case fails to meet any of the minimum requirements mandated by Rule 208(b)(1)(c), SCACR. While the Rule requires:

- Date of action commencement
- Nature of action and defense
- Court's action and mode of trial
- Dates of hearings and orders
- Date of service of notice of appeal

Appellant's Statement is devoid of this required information. It omits the commencement dates of both the Quiet Title Action and Collection Action, contains no description of the partition proceedings or Appellant's defenses therein, fails to explain Judge Scarborough's rulings, and lacks critical procedural dates including service of the notice of appeal. Most tellingly, the Statement completely ignores Judge Scarborough's unappealed January 14, 2021 Quiet Title Order and the unappealed January 13, 2023 Order granting TDS Stacy Bonner's interest, instead offering only piecemeal allegations that ignore the binding effect of prior orders and attempt to raise issues never presented to the lower court.

2. No Record References:

Despite extensive hearing testimony and detailed order, the brief contains no citations to the record as required by Rule 208(b)(4), SCACR. The Rule explicitly requires "references to the transcript, pleadings, orders, exhibits, or other materials which may be properly included in the Record on Appeal [...] to support the salient facts alleged." This is a fatal barrier to review.

Without these references, it is impossible for the Court to verify any of Appellant's factual assertions or determine which issues were preserved for appeal.

3. No Standard of Review:

Appellant's brief omits the required Standard of Review section under Rule 208(b)(1)(B), SCACR, which must "concisely set forth the applicable standard of review" with citations to relevant case law. This omission is particularly critical given the discretionary nature of partition proceedings, and leaves the Court without a framework for evaluation of the underlying order.

4. Defective Legal Citations:

Rule 208(b)(1)(a), SCACR, requires an alphabetized table of cases with proper citations and page references. The Table of Authorities is unalphabetized and presents incomplete citations lacking essential information (volume numbers, reporter abbreviations, page numbers, years). For example, of the ten cases listed, only one contains a complete citation with all required elements, while others lack even basic identifying information such as reporters or years of decision.

5. Improper Content and References to Future Documents:

Appellant's Brief attempts to circumvent proper appellate procedure by including an unauthorized "Attachments" section (pages 4-5) referencing prospective documents never presented to the lower court, including:

1. Yet-to-exist affidavits about "real Heirs"
2. Anticipated exhibits regarding quiet title
3. Forthcoming memoranda and motions

Appellant's disregard for proper appellate procedure is exemplified by his statement that a "Motion for void Order will be made and all other motions as needed" - a clear indication that

he intends to supplement the record with documents that do not yet exist. Rule 210(C), SCACR, explicitly prohibits such attempts to introduce new evidence appeal. Further, Appellant may not raise new issues on appeal, particularly by way of presently non-existent documents. *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) (“It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review.”).

6. Defective Arguments Section:

Appellant’s “Arguments” section (pp. 13-14) consists of four Roman numerals, which are each one sentence long. This section provides no discussion or citation of authorities as required by Rule 208(b)(1)(E), SCACR. Instead of legal analysis, Appellant presents a stream of consciousness narrative filled with unsubstantiated allegations and emotional appeals.

“South Carolina law clearly states that short, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review.” *Glasscock, Inc. v. U.S. Fid. and Guar. Co.*, 348 S.C. 76, 81, 557 S.C.2d 689, 691 (Ct. App. 2001). Because all four of Appellant’s arguments consist of short conclusory statements (i.e. single sentences) made without supporting authority, they are abandoned and not presented for review. This defect alone warrants dismissal of the appeal.

The brief’s wholesale departure from Rule 208’s requirements does more than create procedural hurdles - it fundamentally prevents this Court from conducting meaningful review. Without record citations, proper legal authority, or even a basic statement of the case, this Court would be forced to act as both advocate and adjudicator. Appellant is the author of his own dilemma. As noted above, “A pro se litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law.” *State*

v. Burton, 356 S.C. 259, 265 n.5, 589 S.E.2d 6, 9 n.5 (2003). Dismissal is not just warranted but required.

B. Appellant's Designation of Matter Fails to Comply with Rule 209, SCACR

Appellant's Designation of Matter (Exh. M) suffers from critical defects that further support dismissal of this appeal:

1. The Designation Omits the Order on Appeal and Includes Non-Existent Orders.

Appellant does not include the Order on Appeal, filed January 25, 2024, in his Designation of Matter, but rather includes Orders which he did not appeal and which do not exist in the record for this case. For example, Appellant's Designation makes reference to "1. Order dated June 1, 2021." No such Order exists in the public index. Appellant's Designation also makes reference to "2. Order dated November 29, 2023." There is no Order dated November 29, 2023 in the public index. While the lower court held a hearing on November 29, 2023, that Order was not issued until January of 2024.

2. The Designation Makes Reference to Prospective Documents Intended to Support Unpreserved Matters

Appellant notably attempts to designate:

- "3. Motion to enter into the record issues not discussed at trial" (Emphasis added). -- Appellant filed no such motion with the lower court and fails to comprehend that issues may not be raised for the first time on appeal.
- "4. Due Process Violations" -- This is not a designation and fails to describe any "transcripts, pleadings, orders, exhibits, or other materials which may be properly included in the Record on Appeal." Rule 209(b), SCACR.
- "5. Service and Proof of Service" -- Appellant offers no description or date to identify the referenced document.
- "6. Quiet Title" -- Appellant lists "Quiet Title" as a designation without specifying any document, apparently confusing a type of action filed to establish or settle property title with an actual record document.

- “7. Affidavits will show real Heirs to William German etc...” (Ellipses in original) – Appellant filed no such documents with the lower court. As above, Appellant fails to comprehend that he may not designate documents that were not presented to the lower court or raise issues that were never preserved below.
- “8. Transcript of Proceedings” – Appellant presumably refers to the November 29, 2023 hearing, but fails to specify which transcript he is wishing to designate.
- “9. Exhibits will show the signed Quiet title and accounting etc...” (Ellipses in original) – Appellant filed no exhibits below and fails to specify what exhibits he means to reference.

Appellant’s Designation fails to meet even the most basic requirements of Rule 209, SCACR. Rather than properly designating existing record documents, Appellant attempts to create a new record on appeal through prospective documents and unpreserved issues. Such attempts not only violate Rule 210(c), SCACR, which explicitly prohibits including “matter which was not presented to the lower court,” but also contravene the basic principle that “an issue cannot be raised for the first time on appeal.” *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). Because Appellant’s Designation so thoroughly fails to comply with Rule 209, SCACR, meaningful appellate review is impossible, warranting dismissal.

CONCLUSION

While this Court traditionally provides *pro se* litigants some latitude in meeting procedural requirements, the deficiencies here go far beyond technical mistakes. They reflect a fundamental misunderstanding or disregard of both the underlying proceedings and the appellate process. The combination of jurisdictional defects, unauthorized practice of law, and pervasive rule violations makes meaningful review impossible.

Most tellingly, Appellant attempts to appeal a carefully reasoned partition order while systematically attempting to relitigate the unappealed January 14, 2021 Quiet Title Order and unappealed June 13, 2023 Order that established the underlying property interests. These orders,

having never been appealed, are now binding law of the case. Appellant's attempt to circumvent his failure to appeal these orders through this appeal of the partition order is improper and undermines the finality of judgments. Combined with Appellant's unauthorized practice of law, failure to serve an adverse party, untimely filing, and submission of a fatally defective brief that ignores the actual order on appeal, this presents multiple independent grounds requiring dismissal. The appeal should be dismissed.

Respectfully submitted,

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez (SC Bar No. 101906)
751 Johnnie Dodds Boulevard, Suite 200
Mount Pleasant, South Carolina 29464
(843) 814-8181
jesse@jessesanchezlaw.com

Attorney for Respondent TDS of Charleston, LLC

February 25, 2025
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

The Honorable Mikkell R. Scarborough
Master in Equity

Appellate Case No. 2024-000756

TDS of Charleston, LLC, Respondent,
v.
Kenneth Edmondson Appellant.

EXHIBITS TO MOTION TO DISMISS

1. Exhibit A: Final Order to Quiet Title, entered January 14, 2021, determining ownership interests in the Property and establishing ownership percentages for various heirs of Peter German.....1
2. Exhibit B: Deed dated February 10, 2022, evidencing TDS's purchase of five percent (5%) undivided ownership interest in the Property from Elene Jones.....11
3. Exhibit C: Deed dated May 13, 2022, evidencing TDS's purchase of fifty percent (50%) undivided ownership interest in the Property from the Thompsons.....16
4. Exhibit D: Order dated June 13, 2023, granting specific performance of Contract between TDS and Stacy Bonner.....22
5. Exhibit E: Deed conveying Bonner's ten percent (10%) undivided interest in the Property to TDS pursuant to June 13, 2023 Order.....31
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Respectfully submitted,

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez (SC Bar No. 101906)
751 Johnnie Dodds Boulevard, Suite 200
Mount Pleasant, South Carolina 29464
(843) 814-8181
jesse@jessesanchezlaw.com

Attorney for Respondent TDS of Charleston, LLC

February 25, 2025
Mount Pleasant, South Carolina

EXHIBIT A

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF CHARLESTON) CASE NO.: 2020-CP-10-1867

STACY L. BONNER,)

Plaintiff,)

**FINAL ORDER FOR SUIT TO
 QUIET TITLE**

-versus-)

JOHN HENRY GERMAN, JR., JOAN BLONDELL)
 D. INGRAM a/k/a BLONDELL D. INGRAM,)
 LILLIE MAE BANKS, LOUIS DAWSON,)
 THEDRIA S. DAWSON, LEROY DAWSON, JR.,)
 WENDELL M. DAWSON, RONNIE L. DAWSON,)
 KEVIN L. DAWSON, ELOISE R. McCRAY,)
 MARGUITTA McCRAY, LEVI McCRAY, III,)
 RUFUS THOMPSON, MILDRED W.)
 THOMPSON, TERRILL L. RAINEY, WAYNE E.)
 THOMPSON, DARRYL R. THOMPSON,)
 CHRISTOPHER GERMAN, WILLETTE SCOTT)
 ASHE, SANDRA S. GIBSON, GEORGE SCOTT,)
 OSCAR SCOTT, RICHARD L. EDMONSON,)
 KENNETH EDMONSON, ESAU GERMAN, JR.,)
 SHIRLENE EDWARDS CARPENTER,)
 MARIONETTE K. GERMAN CAMPBELL,)
 JOYCE G. DAVIS, STANLEY GERMAN,)
 ISABELLE WASHINGTON, GEORGE)
 GERMAN, II, ELENE JONES, JOHN DOE, and)
 SARAH ROE, fictitious names representing)
 unknown minor, incompetents, persons in the)
 military, persons imprisoned, and persons under)
 any other legal disability, and RICHARD ROE and)
 JANE ROE, fictitious names representing unknown)
 heirs, devisees, distributes, and the following)
 deceased persons, WILLIAM GERMAN a/k/a)
 WILLIAM JERMAN, WILLIAM GERMAN, II,)
 JERRY GERMAN, PETER GERMAN, ABLE)
 GERMAN a/k/a ABIE ROBERT GERMAN, SR.,)
 ESTELLE G. WILSON, CHRISTINA GERMAN)
 ROUSE, MILDRED GERMAN JENKINS,)
 WILLIAM GERMAN, III, HENRY GERMAN)
 a/k/a JOHN HENRY GERMAN, MAZELINE)
 SINGLETON GERMAN, RUFUS E. GERMAN,)
 ANNA LEE G. GERMAN MONTGOMERY,)
 EDMOND GERMAN, MARY G. DAWSON,)

ELIZABETH G. McCRAY, ROBERT A.)
 GERMAN, JR. a/k/a ABBIE R. GERMAN, JR.,)
 MARIE GERMAN, LEROY DAWSON,)
 CARLTON McCRAY, LEVI McCRAY, LOUISE)
 GERMAN, LUCY G. THOMPSON, GEORGE)
 GERMAN, ETHEL GERMAN SCOTT,)
 ISABELLE G. LIGGINS, ESSAU GERMAN a/k/a)
 ESAU S. GERMAN, LEON SCOTT, SR., JOHN A.)
 LIGGINS, GEORIGANNA EDMONSON, and)
 HAROLD T. EDMONSON,)
)
)
 Defendants.)
 _____)

THIS MATTER came before me on December 2, 2020 in accordance with §15-13-10, et. seq. of the South Code of Law, 1976, as amended, for the purpose of quieting title to a parcel of land located at Awendaw, County of Charleston, South Carolina. The real property which is the subject of this action is more fully described as follow:

ALL that certain piece, parcel or lot of land, situate, lying and being in the Parish of Christ Church, County of Charleston, State of South Carolina, being shown on a plat prepared by James G. Pennington, R.L.S, entitled, "Plat of Lands of George German, Et. Al. located Awendaw, Christ Church Parish, Charleston County, South Carolina," dated October 12, 1989, and recorded on November 28, 1989 in Plat Book BX at Page 169 in the Office of the RMC for Charleston County, South Carolina.

TMS#: 615-00-00-022

The attorney for the Plaintiff, C. Mac Gibson, Jr., the court appointed Guardian ad Litem, John W. Molony, and the attorney for TDS of Charleston, LLC, Jamison Cox, appeared in person. The Plaintiff and Defendants Sandra Gibson, Willette Ash, Bernita Teasley, Kenneth Edmonson, and Brandon Scott appeared virtually.

The following pleadings were filed with the Charleston County Clerk of Court:

1. Summons and Complaint;
2. Lis Pendens;
3. Notice Nisi;

4. Order of Publication and Affidavit of Publication;
5. Petition and Order Appointing Guardian ad Litem;
6. Amended Answer of Guardian ad Litem;
7. Written response from Defendants Willette Ash and Sandra Gibson;
and
8. Petition for Default and Order of Default and Reference with authority
of the Master to issue a final Decree.

ALL of the Defendants in the above captioned action were served either by certified mail, restricted delivery, or by publication in the *Moultrie News*, a newspaper with general circulation in the county of Charleston, once a week for three (3) consecutive weeks.

The court appointed Guardian ad Litem filed an Amended Answer concerning the rights of the Defendants who may be infants, incompetents, insane persons, and those under any other disability to the protection of this Court. John W. Molony, Esquire, was appointed as the Guardian ad Litem for all Defendants who may be infants, incompetents, insane persons, and those under any other disability to the protection of this Court. The Guardian ad Litem indicated in his Amended Answer that he spoke to the Plaintiff about any other heirs of the late Peter German, and she indicated to the best of her knowledge all heirs of the late Peter German were listed in the Complaint. Further, Mr. Molony informed the Court that he did not receive contact, verbal or written, from any person who were listed as Defendants or had been not been listed as Defendants in the above-captioned action.

Upon hearing this matter, the Court finds the following salient facts:

1. The real property above described is a part of the 40 acres of tract of land that was conveyed from J.I. Chandler to William Jerman on January 25, 1901, and such deed was recorded at the Charleston County R.O.D. Office in Book R-23, page 289.
(Exhibit 1).

2. The date of death of William Jerman a/k/a William German is unknown, however, his estate was probated at the Charleston County Probate Court on August 7, 1929. The late William Jerman a/k/a William German had a Last Will and Testament dated October 15, 1915. He devised 8.75 acres of the 40 acres each to his surviving sons, Jerry German, George German, and Abel German. Also, he devised 8.75 acres of the 40 acres to the children of his late son Peter German, who had predeceased him. The devises in the late William Jerman a/k/a William German Last Will and Testament did not set out the boundaries of the 40 acres. (Exhibit 2).

3. The legal description as expressed in a deed concerning a one-half interest from Mazaline S. German and John Henry German, Jr. to George German delineated the transfers of the 40 acres as follows:

- a. 10 acres to William German by deed dated October 4, 1925 and recorded at the Charleston County R.O.D. Office in Book D-31, page 673;
- b. 10 acres to Frank Smith by deed dated November 4, 1925 and recorded at the Charleston County R.O.D. Office in Book Z-33, page 427; and
- c. 10 acres to George German, Esau German, and Lucy Thompson by deed dated November 4, 1925, however, the deed was not recorded. (Exhibit 3).

4. A part of the 40 acres was subject to a Suit to Quiet Title action brought by Anna Lee German Montgomery and identified as Case No. 2002-CP-10-3545. The lawsuit pertained to 9.73 acres of the 40 acres and the real property is identified as TMS# 615-00-00-021. This Court issued an Order dated March 4, 2004, wherein the deed, the Last Will and Testament of William German and the family chart were admitted as evidence. (Exhibit 4)

5. The Plaintiff is seeking to quiet title for 11.98 acres of the 40 acres and identified as TMS# 612-00-00-022 in Awendaw, South Carolina. A plat depicted as The

Plat of George German, et al. dated October 12, 1989 was submitted to establish the boundaries of the subject property. The plat was recorded at the Charleston County R.O.D. Office on November 28, 1989 in Book BX, page 169. (Exhibit 5).

6. The family chart for the late Peter German, the late son of the late William Jerman a/k/a William German, showed that he had four children those being Louisa German, Lucy G. Thompson, George German, and Esau German.

- a) The Plaintiff does not know if Louisa German is alive, is married or has any children.
- b) Esau German is deceased, and it is believed that he was not married nor had any children.
- c) Lucy German Thompson died on February 20, 1960. She was married to John Thompson, and they had one child to-wit: Rufus Thompson. She had a Will dated March 3, 1956, and her sole devisee was her husband. John Thompson died on October 8, 1992 with a Will dated April 6, 1984, and he devised his residual probate assets to his son, Rufus Thompson.
 - i) Rufus Thompson died testate on March 31, 2005. He was married to Mildred W. Thompson, and they had three children to-wit: Terrill L. Rainey, Wayne E. Thompson and Darryl Thompson. Rufus Thompson in his Will dated April 19, 1996 devised a life estate in Chandler Road, Awendaw, South Carolina to his wife, and the remainder to his children.
The Plaintiff does not know if Mildred W. Thompson is alive or deceased.
- d) George German was married to Isabelle L. German and they had five children those being Peter German, Ethel German, Isabelle G. Liggins, Essau German a/k/a Esau S. German, and Georiganna Edmonson.
 - i) Peter German died on February 15, 1970, and he had two children: Christopher German and Rufus Harvey.
 - ii) Ethel German died testate on April 3, 1997, and she was married to Leon Scott, Sr., and they had five children those being: Willette Scott Ash, Leon Scott, Jr., Sandra S. Gibson, George Scott, and Oscar Scott. Ethel German's Will dated January 12, 1991 was probated at Charleston County Probate Court in Case No.: 1998-1467. Her estate was devised to her husband, Leon Scott, Sr.

- 1) Leon Scott, Sr. died testate on October 4, 2005. His Will dated July 20, 2004 devised his residual estate to Sandra S. Gibson and Elene Jones. His estate was probated at the Charleston County Probate Court as Case No.: 2005-1607.
- iii) Isabelle G. Liggins died testate on March 23, 2005. She had two children to-wit: the Plaintiff and John A. Liggins. Isabelle G. Liggins's Will dated February 10, 2005 devised her residual assets to the Plaintiff. The Estate was probated at the Charleston County Probate Court in Case No.: 2005-485.
 - 1) John A. Liggins died in 2005, and he was not married nor had any children.
- iv) Essau German a/k/a Esau S. German, II, died on December 13, 1998. He had seven children to-wit: Esau German, III, Shirlene Edwards, Marionette German Campbell, Joyce G. Davis, Stanley German, Isabell Washington, and George German, II. His Will dated September 25, 1996 devised his residual assets to Shirlene Edwards Carpenter. The estate was probated at the Charleston County Probate Court as Case No.: 1999-6502.
- v) Georiganna Edmondson died on August 9, 2009, and she had three children those being Harold T. Edmondson, Richard L. Edmondson, and Kenneth Edmondson. It is believed that Harold T. Edmondson died and he was not married nor had any children. (Exhibit 6)

Therefore, based on the findings of fact, it is hereby

ORDERED that the subject property identified as 11.98 acres and TMS: 612-00-00-022 is owned by the following parties as co-tenants and the heirs of the late Peter German in the corresponding percentages as follows:

1. Lucy G. Thompson d. 1960
 - Rufus Thompson d. 2005
 - Mildred Thompson (life estate) 50%
 - Terrill L. Rainey (remainderman)
 - Wayne E. Thompson (remainderman)
 - Darryl Thompson (remainderman)

2. George German d. 1920	
Peter German d. 1970	
Christopher German	5%
Rufus Harvey	5%
3. Ethel German d. 1997	
Leon Scott (h) d. 2005	
Sandra Gibson	5%
Elene Jones	5%
4. Isabelle G. Liggins d. 2005	
Stacy M. Bonner	10%
5. Essau German a/k/a Esau S. German, II d. 1998	
Shirlene Edwards Carpenter	
10%	
6. Georiganna Edmonson d. 2009	
Richard L. Edmonson	5%
Kenneth Edmonson	5%
TOTAL:	100%

IT IS FURTHER ORDERED that this Court shall retained jurisdiction in this matter to address the issues of an appraisal and partition of the subject property; and

IT IS SO ORDERED!

MIKELL R. SCARBOROUGH
MASTER-IN-EQUITY FOR
CHARLESTON COUNTY

Dated: _____

Charleston, South Carolina



Charleston Common Pleas

Case Caption: Stacy L Bonner VS John Henry German Jr , defendant, et al
Case Number: 2020CP1001867
Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2021-01-14 09:59:04 page 9 of 9

ELECTRONICALLY FILED - 2021 Jan 14 12:09 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001867

EXHIBIT B

After Recording, Please Return To:
Jamison Cox / Smith Cox & Associates, L.L.P.
160 East Bay Street, Suite 201
Charleston, SC 29401
SCA File: 10798



BP1077140

PGS:

4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) **LIMITED WARRANTY DEED**
) [Title Not Examined]

KNOW ALL MEN BY THESE PRESENTS THAT **ELAINE JONES HEYWARD** formerly known as Elaine Jones and or Elene Jones as referred to in that certain Order Quieting Title referenced herein, and hereinafter referred to as the "Grantor", in the State aforesaid, and in consideration of the sum of **TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS** paid to her by **TDS OF CHARLESTON, LLC** (a South Carolina limited liability company hereinafter the "Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these Presents does grant, bargain, sell, and release unto the said Grantee, its successors and assigns, all of Grantor's undivided interest in the following described Property (the "Property"), to wit:

ALL that certain piece, parcel or lot of land, situate, lying and being in the Parish of Christ Church, County of Charleston, State of South Carolina, being shown on a plat prepared by James G. Pennington, R.L.S, entitled, "Plat of Lands of George German, Et. Al. located Awendaw, Christ Church Parish, Charleston County, South Carolina," dated October 12, 1989, and recorded on November 28, 1989 in Plat Book BX at Page 169 in the Office of the RMC for Charleston County, South Carolina.

DERIVATION: This is the same parcel in which an undivided ownership interest was confirmed to Elaine Jones (also known as Elene Jones) and others as the heirs of Leon Scott, Sr. (deceased) by that certain ORDER QUIETING TITLE as filed in the Charleston County Circuit Court, Master in Equity Division, on January 12, 2021, in the matter of STACY L. BONNER VS JOHN HENRY GERMAN, JR, ET AL, Case No. 2020-CP-10-1867, quieting title to the property.

[For convenience only and not as part of the legal description, the Property currently bears TMS NO.: 615-00-00-022]

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

TO HAVE AND TO HOLD, all and singular the Premises before mentioned unto the said Grantee, the Grantee's successors and assigns, forever;

AND the Grantor does hereby bind Grantor and Grantor's successors, assigns, executors and administrators to warrant and forever defend all and singular said Premises unto the Grantee and the Grantee's successors and assigns, against Grantor and Grantor's successors and assigns, but no others.

WITNESS my Hand and Seal this day of February 10th, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Sarah C. Pinckney
Witness #1

Sarah Pinckney
Witness #2

ELAINE JONES HEYWARD

Elaine Jones Heyward
formerly known as Elaine Jones and or Elene Jones

~~~~~

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

THE FOREGOING INSTRUMENT was acknowledged before me, the undersigned Notary Public for South Carolina, by ELAINE JONES HEYWARD on this day of February 10th 2022.

*Sarah Pinckney* (SEAL)  
Notary Public for  
My commission expires: 3-10-2030



Grantee's Address for tax bill purposes: P.O. Box 248  
Maint Pleasant SC  
29465

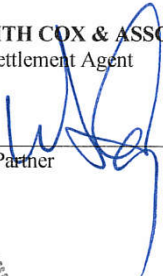
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**AFFIDAVIT**

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by **ELAINE JONES HEYWARD** to **TDS OF CHARLESTON, LLC** on February 10, 2022 and consists of an undivided ownership interest in approximately 11.98 acres in or near the Town of Awendaw, Charleston County, bearing TMS No. 615-00-00-022.
3. Check one of the following: The Deed is
  - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) ☐ EXEMPT from the deed recording fee because exemption
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$25,000.00.
  - (b) ☐ The fee is computed on the fair market value of the realty which is \$\_\_\_\_\_.
  - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$\_\_\_\_\_.
5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES the amount of the outstanding balance of this lien or encumbrance is: Not Applicable.
6. The DEED Recording Fee is computed as follows:
  - (a) \$25,000.00\* (the amount in item 4 above)
  - (b) \$0.00 (the amount in item 5 above)
  - (c) \$25,000.00\* (subtract Line 6(b) from Line 6(a) and enter result)
7. The deed recording fee due is based on the amount listed on line 6(c) above and is \$92.50.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
9. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

**SMITH COX & ASSOCIATES, LLP**  
as Settlement Agent

By:   
Its: Partner

SWORN to before me this  
10th day of February 2022

Notary Public for South Carolina

Notary's printed name: Christine M. Smith

My commission expires: 1/30/2028



# RECORDER'S PAGE

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**Filed By:**

SMITH, COX & ASSOCIATES, LLP

P.O. BOX 20458

CHARLESTON SC 29413 (BULLET)

## RECORDED

Date: February 10, 2022

Time: 12:11:50 PM

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Deed

Michael Miller, Register  
Charleston County, SC

**MAKER:**

HEYWARD ELAINE J AL

Note:

**RECIPIENT:**

TDS OF CHARLESTON LLC

# of Pages: 4

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|---------------|------------------|
| Recording Fee | \$ 15.00         |
| State Fee     | \$ 65.00         |
| County Fee    | \$ 27.50         |
| Extra Pages   | \$ -             |
| Postage       | \$ -             |
| Chattel       | \$ -             |
| <b>TOTAL</b>  | <b>\$ 107.50</b> |

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Apr 11, 2022

Peter J. Tecklenburg

Charleston County Auditor

**PID VERIFIED BY ASSESSOR**

JBA

REP

DATE 04/12/2022

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# EXHIBIT C



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STATE OF SOUTH CAROLINA

## TITLE TO REAL ESTATE

COUNTY OF CHARLESTON

KNOW ALL MEN BY THESE PRESENTS, that we, **TERRILL T. RAINEY A/K/A TERRILL L. RAINEY AND WAYNE E. THOMPSON AND DARRYL THOMPSON**, (hereinafter the "Grantors") in the State aforesaid, for and in consideration of the sum of **TWO HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$260,000.00)**, and subject to the restrictions, exceptions and limitations as hereinafter set forth, to the Grantors paid by **TDS OF CHARLESTON, LLC, a South Carolina Limited Liability Company**, (hereinafter the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **TDS OF CHARLESTON, LLC, a South Carolina Limited Liability Company**, its Successors and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL of our one half undivided interest in that certain piece, parcel or lot of land, situate, lying and being in the Parish of Christ Church, County of Charleston, State of South Carolina, being shown on a plat prepared by James G. Pennington, R.L.S., entitled, "Plat of Lands of George German, Et. Al. located in Awendaw, Christ Church Parish, Charleston County, South Carolina," dated October 12, 1989, and recorded on November 28, 1989, in Plat Book BX at Page 169 in the Office of the RMC for Charleston County, South Carolina,

This being the same property conveyed to the Grantors above mentioned, subject to a life estate of Mildred Thompson pursuant to the Master's Deed of Mikell R. Scarborough, as Master in Equity for Charleston County, dated June 1, 2021, and recorded June 2, 2021, in the ROD Office for Charleston County, State of South Carolina, in Book 0997, at Page 620. Thereafter Mildred Thompson departed this life as evidenced in that certain Death Certificate as more fully described by Exhibit "A" attached hereto.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina.

TMS No.: 615-00-00-022

**GRANTEE'S ADDRESS: P.O. Box 248**  
**Mount Pleasant, SC 29465**

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 Grantee **TDS OF CHARLESTON, LLC, a South Carolina Limited Liability Company**, its Successors and Assigns forever.

And the Grantors do hereby bind the Grantors and the Grantors' Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee hereinabove named and the Grantee's Successors and Assigns against the Grantors and the Grantors' Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

22-05718TN

Weeks & Irvine, LLC

1127 Queensborough Blvd., Suite 101, Mount Pleasant, SC 29464

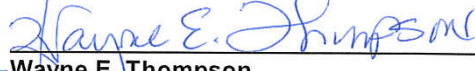
WITNESS my hand and seal this 13 day of May in the year of our Lord, Two Thousand and Twenty-Two (2022) and in the Two Hundred Forty-Sixth (246th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

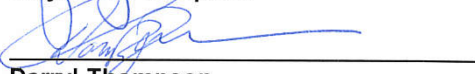
  
Witness No. 1 Megan Lloyd

  
Terrill T. Rainey a/k/a Terrill L. Rainey

  
Witness No. 2 Joseph W. Kessinger

  
Wayne E. Thompson

  
Darryl Thompson

  
Darryl Thompson

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Before me personally appeared Terrill T. Rainey a/k/a Terrill L. Rainey, Wayne E. Thompson, and Darryl Thompson on this the 13 day of May, 2022 and acknowledged the due execution of the foregoing instrument.

  
Notary Public

My Commission Expires: 8.29.2026

(SEAL)



## STATE OF SOUTH CAROLINA

## CERTIFICATION OF VITAL RECORD

## DEATH CERTIFICATION

139-2021-036434

\* MILDRED WRIGHT THOMPSON \*

AKA: N/A

## DECEDENT INFORMATION

DATE OF DEATH: JULY 29, 2021

PLACE OF DEATH TYPE: HOSPICE FACILITY

PLACE OF DEATH NAME AND ADDRESS: ROPER HOSPICE COTTAGE, MOUNT PLEASANT, SC, 29464

CITY OF DEATH: MOUNT PLEASANT

MARITAL STATUS: WIDOWED (AND NOT REMARRIED)

SURVIVING SPOUSE: N/A

MOTHER NAME: LYDIA SAWYER

FATHER NAME: THOMAS WRIGHT

RESIDENCE: 676 WANDO PARK BOULEVARD, MOUNT PLEASANT,  
CHARLESTON COUNTY, SC, 29464

TIME OF DEATH: 1117

SOCIAL SECURITY NUMBER: 248-50-3214

COUNTY OF DEATH: CHARLESTON

DATE OF BIRTH: MAY 19, 1932

AGE: 89 YEARS

PLACE OF BIRTH: SOUTH CAROLINA

SEX: FEMALE

ARMED FORCES: NO

## INFORMANT INFORMATION

NAME: TERRILL THOMPSON RAINEY

MAILING ADDRESS: 2232 MILL CREST TERRACE, MIDLOTHIAN, VA, 23112

RELATIONSHIP: DAUGHTER

## DISPOSITION/FUNERAL HOME INFORMATION

PLACE: MOUNT PLEASANT MEMORIAL GARDENS, MOUNT PLEASANT, SC, 29464

FUNERAL HOME: JOHNSON-HALLS FUNERAL HOME

FUNERAL HOME ADDRESS: 440 VENNING ST., MOUNT PLEASANT, SC, 29464-5329

FUNERAL DIRECTOR NAME: SAM W HALLS

EMBALMER: SAM W HALLS

METHOD: BURIAL

LICENSE NUMBER: 1276

LICENSE NUMBER: 1276

## MEDICAL INFORMATION

CERTIFIER: MD JOSEPH C RITCHIE

ADDRESS: 316 CALHOUN STREET, CHARLESTON, SC, 29401

CAUSE OF DEATH - PART I:

ACUTE ON CHRONIC RENAL FAILURE

CHRONIC CONGESTIVE HEART FAILURE

LICENSE NUMBER: 36957

MANNER OF DEATH: NATURAL

OTHER SIGNIFICANT CONDITIONS - PART II: DIABETES, HYPERTENSION, ATRIAL FIBRILLATION

CORONER CONTACTED?: NO

DATE OF INJURY: N/A

LOCATION OF INJURY: N/A

PLACE OF INJURY: N/A

HOW INJURY OCCURRED: N/A

AUTOPSY PERFORMED?: NO

AUTOPSY AVAILABLE?: N/A

TIME OF INJURY: N/A

INJURY AT WORK?: N/A

DATE FILED: AUGUST 05, 2021

DATE ISSUED: AUGUST 09, 2021

AMENDMENT HISTORY

N/A

SC09738973

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Edward D. Simmer, MD, MPH, DFAPA  
Director and State RegistrarCaleb N. Cox  
Assistant State Registrar

This is watermarked paper. Do not accept without noting watermark. Hold to light to verify watermark.

Revision Date: 02/18/2021

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

IDS Exhibit - Page 019

## AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

70 TDS of  
charleston LLC

TDS Exhibit - Page 020

# RECORDER'S PAGE

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with the original document

**Filed By:**

SMITH, COX & ASSOCIATES, LLP

P.O. BOX 20458

CHARLESTON SC 29413 (BULLET)

## RECORDED

Date: May 17, 2022

Time: 1:13:40 PM

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| 1109 | 687  | Deed    |

Michael Miller, Register  
Charleston County, SC

**MAKER:**

RAINEY TERRILL T AL

Note:

**RECIPIENT:**

TDS OF CHAS LLC

# of Pages: 5

|               |                  |
|---------------|------------------|
| Recording Fee | \$ 15.00         |
| State Fee     | \$ 676.00        |
| County Fee    | \$ 286.00        |
| Extra Pages   | \$ -             |
| Postage       | \$ -             |
| Chattel       | \$ -             |
| <b>TOTAL</b>  | <b>\$ 977.00</b> |

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Jul 21, 2022

Peter J. Tecklenburg

Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP JBA

DATE 07/22/2022

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CLERK JSW



1109  
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Page



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# EXHIBIT D

|                         |   |                                             |
|-------------------------|---|---------------------------------------------|
| STATE OF SOUTH CAROLINA | ) | IN THE COURT OF COMMON PLEAS                |
|                         | ) | NINTH JUDICIAL CIRCUIT                      |
| COUNTY OF CHARLESTON    | ) | CASE NO.: 2020-CP-10-01867                  |
|                         | ) | <i>(Consolidated with 2021-CP-10-02419)</i> |
|                         | ) |                                             |
| STACY L. BONNER,        | ) |                                             |
| Plaintiff,              | ) |                                             |
|                         | ) |                                             |
| vs.                     | ) | ORDER AFTER HEARING                         |
|                         | ) | ON APRIL 20, 2023                           |
|                         | ) |                                             |
| JOHN HENRY GERMAN, JR., | ) |                                             |
| Et. al.,                | ) |                                             |
| Defendants.             | ) |                                             |
|                         | ) |                                             |

---

Pursuant to this Court’s order at a March 9, 2023 hearing, a copy of which is a part of this Court’s file, this matter came on for an evidentiary hearing on April 20, 2023, at 2 p.m. with the Honorable Mikell R. Scarborough, Charleston County Master in Equity presiding. The matter of Bonner vs. German, Et. Al., Case 2020-CP10-01867 was initiated as a quiet title action with a partition sale requested (the “Quiet Title Action”) regarding an 11.98-acre parcel commonly known by County tax parcel number 615-00-00-022 (the “Property”). TDS of Charleston, LLC (“TDS”) sought to intervene in that case on the basis it claimed an interest in the Property. The motion to intervene was denied and, subsequent to that, TDS brought a separate action titled TDS of Charleston, LLC vs. Bonner, Et. Al., Case 2021-CP10-02419 (the “Collection Action”) seeking specific performance of a real estate contract to purchase a portion of the Property or Respondent Bonner’s interest therein, or in the alternative, to recover money paid by TDS for the benefit of the then-owners of the Property to avoid forfeiture for tax delinquency. The Quiet Title Action and Collection Action were consolidated and now proceed accordingly. For clarity herein, and unless referred to by individual surname, this Order will collectively refer to Stacy L. Bonner (a/k/a Stacy M. Bonner), Kenneth Edmondson, Richard Edmondson, Christopher German, Sandra Gibson, and Shirlene Edwards Carpenter as the “Respondents”.

TDS appeared through its member, Tim Cook, and was joined by its attorneys Elizabeth Hamilton and Jamison Cox of Smith Cox & Associates, LLP of Charleston. Notwithstanding that the March 9, 2023 hearing was well-attended by numerous Respondents, no Respondents attended the April 20, 2023 hearing except for Kenneth Edmondson and Christopher German, who were present in court and proceeded *pro se*. Mr. Edmondson requested the Court continue the hearing on this matter so he could retain legal counsel. The request was denied for the reasons set forth below.

At the hearing Tim Cook of TDS testified as to the facts and circumstances regarding TDS's claims for specific performance or, in the alternative, recovery of money paid on behalf of the Respondents. TDS submitted thirteen (13) exhibits into evidence. Respondent Kenneth Edmondson cross examined Mr. Cook and also delivered argument in opposition to the relief requested by TDS. Respondent Christopher German was offered the opportunity to cross examine Mr. Cook or otherwise speak but declined to do so.

#### Findings of Fact

After considering the testimony, exhibits, and cross-examination presented, I make the following findings of fact:

1. I find the Quiet Title Action was filed April 16, 2020 and the Collection Action was filed May 25, 2021.

2. I find all the other Respondents were served with legal process in the Collection Action and proof of service is a part of this Court's file.

3. I find that, other than Respondents Kenneth Edmondson and Christopher German, no other Respondents attended the hearing.

4. I find Respondent Kenneth Edmondson previously attended and participated in hearings in these cases and that during this hearing Mr. Edmondson stated in open court that [i] the Collection Action pleadings were delivered to his residence, [ii] that his daughter accepted one delivery on his behalf, [iii]

and there were other deliveries to his residence which he refused to open and to which he refused to respond, despite being aware that the deliveries regarded these consolidated cases. Accordingly, I find Respondent Kenneth Edmondson has been effectively served with process in the Collection Action.

5. I find all Respondents have had adequate time and opportunity to retain legal counsel and or file responsive pleadings in the Collection Action, including extensions of time to answer the Collection Action, but have not done so.

6. I find that at the prior hearing on March 9, 2023, some of the Respondents, including Respondents Stacy Bonner and Kenneth Edmondson, raised arguments that title to an adjacent parcel bearing County tax parcel number 615-00-00-021 ("Parcel 21") should also be part of this litigation. I find [i] title to Parcel 21 was quieted by order of this Court in the matter of Montgomery v. German, et. al., Case No. 2002-CP10-3545, as filed on March 19, 2004, [ii] no legal challenges were subsequently filed in that matter, and [iii] notwithstanding the arguments of Mr. Edmondson at the hearing, and the arguments of Ms. Bonner at the prior hearing on March 8, 2023, title to Parcel 21 was resolved by this Court 19 years ago, is a settled matter not pertinent to these consolidated cases, and Respondents are estopped from asserting otherwise.

7. I find that on December 4, 2014, Tim Cook and Stacy Bonner initiated discussion for a plan to save the Property from tax forfeiture that was to otherwise occur on December 10, 2014, which was the last possible date to redeem the Property from tax delinquency.

8. I find TDS, working with its attorneys at Smith Cox & Associates, LLP, and Respondent Bonner, working with her attorney C. Mac Gibson, Jr., voluntarily entered into the Real Estate Purchase Contract (the "Contract"), Memorandum of Land Purchase, and the Quit Claim Deed for the Property as part of a plan to save the Property from tax forfeiture. I further find that under the Contract TDS was to pay the sum required to redeem the Property from tax forfeiture and in exchange for that assistance Stacy Bonner was

to either convey 2.3 acres of the Property to TDS or, failing that, convey her interest in the Property by Quit Claim Deed to TDS.

9. I find the terms of the Contract were clear and that Respondent Bonner was represented by legal counsel of her choosing at the time she entered into the Contract.

10. I find that in reliance on the representations and promises of Respondent Bonner, TDS borrowed the \$64,530.66 to redeem the Property from tax forfeiture and, acting by and through its attorneys Smith Cox & Associates, LLP, paid that sum to the Charleston County Treasurer on December 10, 2014.

11. I find that in reliance on the representations and promises of Respondent Bonner, TDS, acting through Tim Cook and at his personal expense, hired a consultant to help the Respondents obtain an agricultural exemption for the Property; thereby drastically reducing the real estate tax bill from over \$9,500.00 yearly to less than \$200.00.

12. I find that such actions and payment by TDS fulfilled its obligations under the Contract and that such payment was not a gift but was in exchange for the Contract, Memorandum of Land Purchase, and Quit Claim Deed from Respondent Bonner. I also find that Respondent Bonner did not honor her obligations under the Contract by failing to convey the 2.3 acres to TDS, by failing to have her signature on the Memorandum of Land Purchase fully witnessed, and by failing to cooperate with TDS efforts as required under the Contract.

13. I find TDS performed its obligations under the Contract, but Respondent Bonner did not. I further find that Respondents received the benefits negotiated under the Contract, but TDS did not.

14. I find the Quit Claim Deed was signed by Respondent Bonner, witnessed by another individual, and acknowledged by Respondent Bonner before a separate notary public in the State of Maryland.

15. I find Michael Tawes is the same licensed appraiser previously appointed by this Court in the Quiet Title Action to determine the Property's value in, and as of, March 2021, as being \$600,000.00. At

the request of TDS, Mr. Tawes also performed a retroactive appraisal in December 2022 (the “Retroactive Appraisal”) to determine the Property’s fair market value in December 2014 when TDS and Stacy Bonner entered into the Contract, with such value then being \$385,000.00. After considering the Retroactive Appraisal, I find the \$64,530.66 paid by TDS to the Charleston County Treasurer to save the Property from tax forfeiture was a fair market value price for Stacy Bonner’s undivided ten percent (10%) ownership interest in the Property as of December 10, 2014.

16. I find that TDS conferred a benefit upon Respondents by paying the \$64,530.66 and saving the Property from tax forfeiture.

I find that after TDS filed the Collection Action, and through negotiations and settlements prior to this hearing, TDS purchased 55% of the undivided ownership interests in the Property from others then owning an interest therein, with the result that TDS is now owns a 55% undivided interest in the Property as a tenant-in-common.

17. I find it is in the best interests of the parties and this Court, and consistent with applicable law, for the parties to consider the feasibility of a physical division of the Property (a “partition in kind”) to fully and finally resolve the issues remaining between them.

#### Conclusions of Law

Having made the foregoing Findings of Fact, I make the following Conclusions of Law:

18. Respondents Kenneth Edmondson, Richard L. Edmondson, Christopher German, Rufus Harvey, Sandra Gibson, Shirlene Edwards Carpenter, and Rufus Harvey have been effectively served with legal process in the Collection Action. They have failed to file an answer to the legal process and are in default. Accordingly, these same Respondents are hereafter barred from entering or re-opening these proceedings and or presenting evidence in opposition to the Findings of Fact set forth above. Provided, however, for avoidance of misunderstanding, these Respondents’ defaults do not prevent them from

participating in proceedings regarding a partition of the Property in the Quiet Title Action or the determination of damages, if any, in the Collection Action.

19. I conclude the Contract was and is a binding obligation between Respondent Bonner and TDS. I further conclude TDS performed its obligations under the Contract by delivering the \$64,530.66 to the Charleston County Treasurer and obtaining the Property's agricultural tax exemption, but Respondent Bonner did not perform her obligations and, therefore, breached the Contract.

20. I conclude the representations, promises, and intentions of Respondent Bonner and TDS under the Contract were clear and with TDS having performed its obligations thereunder, Respondent Bonner was obligated to convey her undivided ten percent (10%) interest in the Property to TDS and should be conveyed accordingly.

21. I conclude the actions by TDS were not a gift to the Respondents and the Respondents' retention of the benefits conferred by TDS without reciprocating benefits being conveyed to TDS results in an inequitable and unjust enrichment to Respondents. I further conclude TDS is entitled to compensation in exchange for conferring the above-described benefits on the Respondents.

#### Order

Having made the foregoing Conclusions of Law, I hereby order as follows:

1. The Clerk of Court shall enter the defaults of Respondents Kenneth Edmondson, Richard L. Edmondson, Christopher German, Sandra Gibson, Shirlene Edwards Carpenter, and Rufus Harvey with regard to the Collection Action.

2. TDS is entitled to specific performance under the Contract in exchange for Respondent Bonner's breach thereof. TDS is also entitled to a reconciliation of the unjust enrichment previously conferred by TDS on Respondents. Accordingly, this Court shall issue its Master's Deed confirming the

conveyance of Respondent Bonner's 10% undivided ownership interest in the Property to TDS of Charleston, LLC.

3. Based upon the foregoing, the owners ("Owners") of the Property are:

|                            |            |
|----------------------------|------------|
| Kenneth Edmondson          | 5%         |
| Richard L. Edmondson       | 5%         |
| Christopher German         | 5%         |
| Sandra Gibson              | 5%         |
| Shirlene Edwards Carpenter | 10%        |
| Rufus Harvey               | 5%         |
| TDS of Charleston, LLC     | <u>65%</u> |
|                            | 100%       |

4. TDS shall make a good faith effort to determine a partition in kind of the Property and, if feasible, propose such alternative or alternatives to the Owners. Upon submitting its partition proposal to the Owners, TDS shall request a hearing before this Court to examine the proposal's feasibility and appropriateness. This Court retains jurisdiction of these consolidated matters to determine an appropriate partition of the Property, whether in kind or by sale.

5. This Court retains jurisdiction of these consolidated matters to determine applicability and amount, if any, of damages in the Collection Action.

6. This Court retains jurisdiction of these consolidated matters for other questions as may arise.

AND IT IS SO ORDERED!

Dated: \_\_\_\_\_, 2023  
At Charleston, S.C.

\_\_\_\_\_  
Mikell R. Scarborough  
Charleston County Master in Equity



Charleston Common Pleas

**Case Caption:** Stacy L Bonner VS John Henry German Jr , defendant, et al  
**Case Number:** 2020CP1001867  
**Type:** Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-06-12 15:59:25 page 8 of 8

# EXHIBIT E



BP1186763

# PGS:

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Return to:  
Smith Cox & Associates, LLP  
Attn: Jamison Cox  
160 E. Bay Street, Suite 201  
Charleston, SC 29401  
SCA File 10798

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**MASTER'S DEED**

To all whom these Presents shall concern:

I, MIKELL R. SCARBOROUGH, as the CHARLESTON COUNTY MASTER-IN-EQUITY, presided over, and entered orders in, the consolidated cases of Bonner v. German, et. al., Case 2020-CP10-01867, and TDS of Charleston, LLC v. Bonner, et. al., Case No. 2021-CP10-02419, in the State and County aforesaid, and now send Greetings:

WHEREAS, in the abovenamed actions, I decreed by Order After Hearing on April 20, 2023, ("Order After Hearing") as filed June 13, 2023, that the undivided ten percent (10%) fee simple ownership of STACY M. BONNER (also known as STACY L. BONNER) in the property hereinafter described was quieted and confirmed in the name of TDS OF CHARLESTON, LLC;

NOW THEREFORE, KNOW ALL MEN, that I, MIKELL R. SCARBOROUGH, as CHARLESTON COUNTY MASTER-IN-EQUITY, pursuant to the authority vested in me and in furtherance of the decree of the Order After Hearing, do hereby grant, convey, quiet, release, and confirm and by these presents do grant, convey quiet, release, and confirm unto TDS OF CHARLESTON, LLC, its successors, and assigns, all of the fee simple interest of STACY M. BONNER (also known as STACY L. BONNER) in the following described property:

SEE EXHIBIT "A" WHICH IS ATTACHED AND INCORPORATED

TOGETHER with all and singular the hereditaments, rights, members, and appurtenances, whatsoever to the said property belong or in any wise incident or appertaining, along with all reversion and remainders, rents, issues, and profits thereof, as well as all estate, right, title, interest, dower, possession, benefit, claim, or demand therein whatsoever as against all parties in the matters of BONNER vs. GERMAN, et. al., Case 2020-CP10-01867 and TDS OF CHARLESTON,

LLC vs. BONNER, et. al., Case No. 2021-CP10-02419, and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them or any one of them;

TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto TDS OF CHARLESTON, LLC, its successors, and assigns, forever.

IN WITNESS WHEREOF, I, MIKELL R. SCARBOROUGH, as CHARLESTON COUNTY MASTER-IN-EQUITY, under and by virtue of the above-mentioned Final Order, have hereunder set my Hand and Seal on this day of June, 2023.

SIGNED, SEALED, AND DELIVERED  
In the Presence of:

Witness #1

Witness #2

Hon. Mikell R. Scarborough  
Charleston County Master-in-Equity

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

I, Katelyn Brunson, do hereby certify that MIKELL R. SCARBOROUGH, as CHARLESTON COUNTY MASTER-IN-EQUITY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this day of 13<sup>th</sup>, 2023.

Notary Public for South Carolina

Notary's Printed Name: Katelyn Brunson

My commission expires: 10/22/2031



**EXHIBIT "A"**  
**Property Description**

ALL that certain piece, parcel or lot of land, situate, lying and being in the Parish of Christ Church, County of Charleston, State of South Carolina, being shown on a plat prepared by James G. Pennington, R.L.S. entitled "Plat of Lands of George German, Et. Al. located Awendaw, Christ Church Parish, Charleston County, South Carolina, dated October 12, 1989, and recorded on November 28, 1989, in Plat Book BX at Page 169 in the Office of the Register of Deeds for Charleston County.

DERIVATION: This is the same property wherein title was confirmed and by deeded of the Honorable Mikell R. Scarborough, Charleston County Master in Equity, recorded June 2, 2021 in Deed Book 0997, Page 62; wherein a fifty percent (50%) undivided interest was confirmed in the names of Mildred Thompson (life estate), Terrill L. Rainey, Wayne E. Thompson, and Darryl Thompson (as her remaindermen); a ten percent (10%) undivided interest was confirmed to each of Stacy Bonner and Shirlene Edwards Carpenter; and a five percent (5%) undivided interest was confirmed to each of Christopher German, Rufus Harvey, Sandra Gibson, Elaine Jones Heyward (sometimes referred to as Elene Jones), Richard L. Edmonson, and Kenneth Edmonson. The said interest of Elaine Jones Heyward was subsequently conveyed to TDS of Charleston, LLC by deed recorded February 10, 2022, in Deed Book 1077 at Page 140 and the fifty percent (50%) interest of Mildred Thompson (life estate), Terrill L. Rainey, Wayne E. Thompson, and Darryl Thompson (as her remaindermen) was subsequently conveyed to TDS of Charleston, LLC by deed recorded May 17, 2022, in Deed Book 1109 at Page 687.

~ ~ ~ ~ ~

*[For convenient reference only, and not as part of the legal description, the above-described property presently bears Charleston County tax parcel identification number 615-00-00-022 and is commonly known as acreage along Chandler Road, in or near Awendaw, SC]*

~ ~ ~ ~ ~

**Mail Tax Statements to:**  
TDS of Charleston, LLC  
P.O. Box 248  
Mount Pleasant, SC 29465

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I read the information on this Affidavit and I understand such information.

2. The property being transferred is located on Chandler Road, in or near the Town of Awendaw, Charleston County, SC at TMS 615-00-00-022, and the transfer hereinbefore described was ordered by the Honorable Mikell R. Scarborough, Charleston County Master-in-Equity on 6/13, 2023.

3. Check one of the following: The Deed is

- (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.  
(b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.  
(c) XXX EXEMPT from the deed recording fee because: Confirmatory Deed issued by Master-in-Equity. (If exempt, skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.

- (a) \_\_\_\_\_ Fee is computed on consideration paid/to be paid in money or money's worth in amount of \$0.00.  
(b) \_\_\_\_\_ Fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.  
(c) \_\_\_\_\_ Fee is computed on fair market value of realty as established for property tax purposes which is \$ \_\_\_\_\_.

5. Check YES \_\_\_\_\_ or NO XXX 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 \$ Not Applicable.

6. The deed recording fee is computed as follows:

- |                                                              |       |        |
|--------------------------------------------------------------|-------|--------|
| (a) Place the amount listed in item 4 above here:            | _____ | \$0.00 |
| (b) Place the amount listed in item 5 above here             | _____ | \$0.00 |
| (If no amount is listed, place zero here.)                   |       |        |
| (c) Subtract Line 6(b) from Line 6(a) and place result here: | _____ | \$0.00 |

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

8. Per Code Sec. 12-24-70, I state that I am a responsible person connected with the transaction as: Legal Representative of Grantee.

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

Sworn to before me this  
day of 6/13, 2023.

Jan Waller  
Notary Public for South Carolina  
My commission expires: 10/8/30

Jackson Cox  
Jackson Cox, as Grantee's Legal Representative

# RECORDER'S PAGE

**NOTE:** This page **MUST** remain  
with the original document



**Filed By:**

SMITH, COX & ASSOCIATES, LLP

P.O. BOX 20458  
CHARLESTON SC 29413

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Karen Hollings, Register of Deeds  
Charleston County, SC

**MAKER:**

TDS OF CHAS LLC

Note:

**RECIPIENT:**

TDS OF CHAS LLC

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|---------------|-----------------|
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| State Fee     | <Exempt>        |
| County Fee    | <Exempt>        |
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Charleston County Auditor

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# EXHIBIT F

|                         |   |                                     |
|-------------------------|---|-------------------------------------|
| STATE OF SOUTH CAROLINA | ) | IN THE COURT OF COMMON PLEAS        |
|                         | ) | NINTH JUDICIAL CIRCUIT              |
| COUNTY OF CHARLESTON    | ) | CASE NO.: 2020-CP10-01867           |
|                         | ) | (Consolidated with 2021-CP10-02419) |
|                         | ) |                                     |
| STACY L. BONNER,        | ) |                                     |
| Plaintiff,              | ) |                                     |
|                         | ) |                                     |
| vs.                     | ) | ORDER FOR PARTITION                 |
|                         | ) | AFTER HEARING ON NOVEMBER 29, 2023  |
|                         | ) |                                     |
| JOHN HENRY GERMAN, JR., | ) |                                     |
| Et. al.,                | ) |                                     |
| Defendants.             | ) |                                     |
|                         | ) |                                     |

This matter came up for hearing on November 29, 2023, at 11:00 a.m. with the Honorable Mikell R. Scarborough, Charleston County Master in Equity presiding. The purpose of the hearing was to consider alternatives following this Court's April 20, 2023 Order that the subject property (the "Property") should be partitioned.

The matter was initiated as a quiet title action with partition by sale requested (the "Quiet Title Action") and was later consolidated with a separate action titled TDS of Charleston, LLC vs. Bonner, Et. Al., Case 2021-CP10-02419 (the "Collection Action"), which sought specific performance of a real estate contract regarding the Property, all as more fully set out in the Order of April 20, 2023.

TDS of Charleston, LLC ("TDS") appeared through its member, Tim Cook, and was joined by its Jamison Cox of Smith Cox & Associates, LLP of Charleston as its lawyer. Kenneth Edmondson, Richard L. Edmondson, Christopher German, and Sandra Gibson (hereafter collectively referred to as the "Heirs") were present in court and proceeded on their own behalf (*pro se*).

At the commencement of the hearing, Mr. Kenneth Edmondson requested: (a) a continuance of the hearing, (b) a jury trial, and (c) answers to discovery propounded to legal counsel for TDS. The requests were denied for the reasons set forth below.

TDS then presented this Court with a copy of its August 31, 2023, letter (the “August 31, 2023 Letter”) to the Heirs which set forth three partition alternatives. The letter included a description and sketch of the partition alternatives and was made a part of this Court’s file and is attached as an exhibit to this Order. The alternatives were reviewed and discussed in open court and TDS then presented argument and evidence in support of its claims for damages, attorney’s fees, and costs.

### **Findings of Fact**

After considering the testimony, exhibits, and cross-examination presented, I make the following findings of fact:

1. Proper notice of hearing was given to the parties and such proof was made a part of this Court’s file.

2. Mr. Kenneth Edmondson has been a party to these consolidated cases for more than one year and had three months advance notice of this hearing. Mr. Edmondson made his verbal motions at this hearing with no advance notice to this Court or to TDS. Additionally, Mr. Edmondson offered no factual, procedural, or legal justification for a postponement; therefore, his requests were not timely and not supported by any justification.

3. Ownership of the Property is presently held as follows:

|                            |            |
|----------------------------|------------|
| Kenneth Edmondson          | 5%         |
| Richard L. Edmondson       | 5%         |
| Christopher German         | 5%         |
| Sandra Gibson              | 5%         |
| Shirlene Edwards Carpenter | 10%        |
| Rufus Harvey               | 5%         |
| TDS of Charleston, LLC     | <u>65%</u> |
|                            | 100%       |

4. South Carolina law regarding heirs’ property encourages retention of such property within the heirs’ family if the heirs desire it and it is practical to accomplish.

5. Despite the foregoing encouragement by South Carolina law, I find neither the Heirs nor TDS desire to remain co-tenants of the Property and partition of the Property remains a proper disposition in this matter.

6. S.C. Code Section 15-61-370 (A) states that in an heirs' property case, the non-partitioning parties are entitled to purchase the ownership interest of the partitioning party.

7. Stacey Bonner initiated the partitioning of the Property by the filing of the Quiet Title Action complaint wherein such relief was specifically requested. By this Court's April 20, 2023 Order, Stacey Bonner's ownership in the Property was conveyed to TDS and this Court's deed of conveyance regarding that interest has been duly signed and recorded. TDS is, therefore, the successor to Stacey Bonner's position and ownership interest.

8. TDS incurred substantial attorney's fees and costs in this matter as presented at the hearing, as well as damages of carrying costs for the money it borrowed in 2014 to pay the Property's delinquent real property taxes, and in bringing about a quiet title and partition of the Property. I find these actions delivered a benefit to all parties by saving the Property from tax forfeiture, quieting title to the Property, and achieving a partition of the Property as desired by the parties.

9. TDS paid the 2023 real property taxes on the Property in the amount of \$102.26 and the Heirs have not reimbursed TDS for the Heirs' proportionate shares.

### **Conclusions of Law**

Having made the foregoing Findings of Fact, I make the following Conclusions of Law:

10. Proper notice of this hearing was given.
11. Kenneth Edmondson's requests for continuance, jury trial, and discovery answers are denied as untimely and without sufficient justification.
12. South Carolina law applicable to heirs' property cases favors retention of heirs' property within the heirs' family if reasonably feasible and if desirable by the heirs.

13. Continued joint ownership of the Property by all the parties is not practical or desirable and a partition of the Property is an allowable, practical, just, and equitable remedy in this matter.

14. S.C. Code Section 15-61-370 (A) provides the non-partitioning party(ies) have the right to purchase the ownership interest of the partitioning party.

15. By reason of TDS receiving the Stacey Bonner ownership interest per this Court's Order After Hearing on April 20, 2023, TDS effectively stepped into the position of Stacey Bonner as the party seeking partition in this matter and, therefore, the Heirs have the right to purchase TDS's ownership interest.

16. The effort and expense put forth by TDS in saving the Property from tax forfeiture, obtaining the agricultural real property tax exemption, pushing forward the Quiet Title Action to conclusion through partition, and the attorney fees and court costs incurred in such pursuit totaled \$205,500 and were for the benefit of all parties pursuant to Rule 71 of the South Carolina Rules of Civil Procedure as shared expenses ("Shared Expenses"). I conclude TDS is entitled to reimbursement of these Shared Expenses from the Heirs on a proportionate basis according to the Heirs' respective ownership interests.

17. Each of the Heirs should reimburse TDS for their proportionate share of the Property's \$102.26 in 2023 real property taxes, as well as their proportionate share of the reasonable expenses incurred to prepare a Partition Plat ("Partition Plat") in addition to the Shared Expenses.

### **Order**

Having made the foregoing Conclusions of Law, I hereby order as follows:

A. The Property shall be partitioned, and the Heirs shall have the choice of one of the following three options to effect such a partition:

Option One: The Heirs may partition the Property by purchasing all of the TDS interest in the Property for \$523,575.00. This \$523,575 is comprised of \$390,000, which is TDS's 65% of the Property's \$600,000 appraised value per the Court-ordered appraisal conducted by Michael Tawes which is part of

this Court's file; plus reimbursement to TDS of \$133,575, which is TDS's 65% of the \$205,500 in Shared Expenses. For the Heirs to exercise this option they must notify TDS not later than close of business on January 31, 2024, that they are exercising this Option One and they must consummate their purchase and reimbursement regarding the TDS interest by delivering certified funds in U.S. dollars to TDS or its legal counsel not later than 5:00 p.m. (Charleston, SC time) close of business on March 15, 2024, with time being of the essence regarding the deadlines stated above.

Option Two: The Heirs own a 35% undivided interest in the Property and may partition the Property by an allotment wherein the Heirs shall receive 35% of the Property as their separate divided ownership therein. If this Option is selected, the Heirs' collective 35% ownership in the Property will become a separate parcel of approximately four (4) acres of the Property as approximately depicted in the October 31, 2023 Letter as Partition Option #2. If one or more of the Heirs chooses to have an individual parcel belonging only to such Heir, then the 4 acres shall be further partitioned according to the particular Heir's ownership percentage as compared to the other Heirs. The exact acreage of the Heirs' separate parcel (or parcels if one or more Heirs chooses to have an individual parcel) shall be determined by the Partition Plat; provided, however, to exercise this option the Heirs must pay TDS the sum of \$62,000.00 as the Heirs' combined portion of the \$205,500 in Shared Expenses. The Heirs may exercise this option as a group, or an Heir may exercise it as an individual with respect to his or her individual ownership interest. If an Heir acts individually in exercising this option, the Heir shall receive his or her proportionate share of the Property and is responsible only for his or her proportionate share of the total Shared Expenses. For an Heir (or the Heirs as a group) to exercise this option, the Heir (acting individually or as a group) must notify TDS not later than 5:00 p.m. (Charleston SC time) on January 31, 2024, that he, she, or they are exercising this Option Two. Additionally, he, she or they must consummate their purchase and reimbursement regarding the TDS interest by delivering certified funds in U.S. dollars to TDS or its legal counsel not later than 5:00 p.m. (Charleston, SC time) close of business on March 15, 2024, with time being of the essence regarding the deadlines stated above. If an Heir does not provide the

written notice to TDS by 5:00 p.m. (Charleston, SC time) on January 31, 2024, or does not deliver his or her portion of the total Shared Expenses in certified U.S. funds to TDS or its legal counsel by 5 p.m. on March 15, 2024, the Heir shall be deemed to have chosen Option Three below.

Option Three: For each Heir who does not notify TDS of exercise of an option by January 31, 2024, or who provides an exercise notice by January 31, 2024 but does not deliver the payment by March 15, 2024, each such Heir shall be deemed to have chosen Option Three wherein TDS shall purchase all of such Heir's interest at \$30,000.00 per five percent (5%) share based on the table stated in Paragraph 3 of this Order, after deducting the Heir's respective shares of the 2023 real property taxes. TDS shall have until 5:00 p.m. (Charleston, SC time) on March 31, 2024 to deliver such payment(s) in certified U.S. funds or South Carolina-licensed attorney trust account check. Unless an Heir otherwise directs TDS in writing to deliver an Heir's funds to an alternate address, TDS shall deliver an Heir's funds to his or her notice address as used in these proceedings or make the funds available for pick up at the office of TDS's legal counsel during normal weekday business hours.

B. If one or more Heirs choose Option Two, TDS shall cause a Partition Plat to be prepared and submitted to the Charleston County Planning and Zoning Department. Upon receipt, and notwithstanding zoning and subdivision ordinances to the contrary, except for minimal lot size and DHEC health standards (perk test), the Charleston County Planning and Zoning Department shall approve such Partition Plat for recording with the Charleston County Register of Deeds and the Register shall forthwith record such plat in the Charleston County public records. In such a case, the Heirs shall reimburse TDS their respective proportionate shares for the cost of preparing the Partition Plat and submitting it to the Charleston County Planning and Zoning Department for review and recording the Partition Plat. The Heirs' proportionate shares of such costs shall be added to, or subtracted from, the payments to or from TDS in completing the recordation of the Partition Plat. Any objection or challenge by the Charleston County Planning and Zoning Department or the Charleston County Register of Deeds to recordation of the Partition Plat shall be submitted directly to this Court.

C. Depending on the option exercised by the Heirs and consummated by the parties, upon consummation of the option's full exercise, this Court shall issue its Master's Deed(s) confirming title as appropriate.

D. This Court retains jurisdiction of these consolidated matters for other questions as may arise.

AND IT IS SO ORDERED!

Dated: January \_\_\_\_, 2024  
At Charleston, S.C.

\_\_\_\_\_  
Mikell R. Scarborough  
Charleston County Master in Equity



Charleston Common Pleas

**Case Caption:** Stacy L Bonner VS John Henry German Jr , defendant, et al  
**Case Number:** 2020CP1001867  
**Type:** Master/Order/Partition and Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2024-01-25 12:51:34 page 8 of 8

## SMITH, COX & ASSOCIATES, LLP

ATTORNEYS AND COUNSELORS AT LAW

Geoffrey M. Smith  
W. Jamison Cox  
Micah S. Johnson  
E. Reid Green

160 East Bay Street, Suite 201  
P.O. Box 20458  
Charleston, SC 29413  
Phone 843.853.5577  
Fax 843.853.5757

W. Jamison Cox  
Email: [jcox@smithcox.com](mailto:jcox@smithcox.com)  
Writer's Extension: 105  
[www.smithcox.com](http://www.smithcox.com)

August 31, 2023

Christopher German  
4027 Olivia Drive  
North Charleston, SC 29418

Kenneth Edmondson  
337 Huntsman Drive  
Goose Creek, SC 29445

Richard L. Edmondson  
120 Darrington Ave.  
Goose Creek, SC 29445

Shirlene Edwards Carpenter  
2833 Nantucket Avenue  
North Charleston, SC 29420

Sandra Gibson  
314 Church Street  
Sumter, SC 29150

Rufus Harvey  
175 W 95<sup>th</sup> Street, Suite 12-G  
New York, NY 10025

Re: Bonner vs. German, et. al., Case 2020-CP10-01867

TDS v. Bonner, et. al., Case 2022-CP10-02419

Our file : 10798

Dear Ladies and Gentlemen:

Please recall that our law firm serves as legal counsel to TDS of Charleston, LLC. At the April 20, 2023 court hearing before the Honorable Mikell Scarborough, Charleston County Master-in-Equity, Judge Scarborough made certain findings of fact, conclusions of law, and issued his orders thereon. A copy of the Order is available via the internet by visiting the Charleston County Circuit Court website at [www.charlestown.org/online-services.php](http://www.charlestown.org/online-services.php). Once there, select "Court Records" and then enter the case name and case number above.

At the April 20<sup>th</sup> hearing, Judge Scarborough decreed ownership of the 11.98 acres tract with Tax Map Number 615-00-00-022 (the "Property") is now held as follows:

|                            |     |
|----------------------------|-----|
| Kenneth Edmondson          | 5%  |
| Richard L. Edmondson       | 5%  |
| Christopher German         | 5%  |
| Shirlene Edwards Carpenter | 10% |
| Sandra Gibson              | 5%  |
| Rufus Harvey               | 5%  |
| TDS of Charleston, LLC     | 65% |

One of the Judge's orders required our client to conceive and propose some alternatives for partitioning of the Property to divide it among the above-stated owners. Physically dividing the Property has some difficulties because the parcel is deep, yet relatively narrow, has wetlands, and is subject to County subdivision requirements for minimum parcel size and minimum parcel width, which makes dividing separate lots for the smaller percentage holders a difficult, if not impossible,

prospect. Nevertheless, as required by the Judge, our client came up with three options for partition. These are depicted on the enclosures which accompany this letter. For purposes of these alternatives, your individual ownership interests are combined into a 35% ownership interest as one parcel because of the difficulties mentioned above. If one or more of you wish to subdivide the 35% parcel to create your own sub-parcel, you will need to discuss that with the appropriate planning department staff to confirm what may be possible.

Further, I ask you to take notice that once the property is subdivided into parcels, the resulting parcels will no longer qualify for the current favorable property tax status (i.e. the agricultural exemption which Mr. Cook helped obtain for your family 8 years ago). Thus, each of the subdivided parcels will thereafter be taxed at the regular non-homeowner tax rates (sometimes referred to as the 6% tax rate) for vacant land. Accordingly, my belief is that we can expect all the parcels' taxes will be significantly increased into the thousands of dollars and you will want to plan accordingly. Mr. Cook is aware of this change and now you are too.

Also, I ask you to take notice the partition proposals included in this letter will not necessarily resolve this case. You will also recall that TDS is pursuing recovery of money damages from you as for the years of accrued interest accrual, lawyer fees, and court costs, etc. which TDS incurred in these proceedings. Only Options #2 and #3 contemplate a full settlement of the case; Option #1 leaves the case open and TDS will vigorously pursue its claims. However, to be clear, the Judge has not yet decided whether legal fees, damages, accrued interest, etc. will be awarded as requested by TDS. The damages claimed by TDS exceed \$150,000.00 and TDS will present evidence and argument in support of its claims. If TDS prevails on its claims for damages, the money damages will be a judgment lien against your parcel. Under such an outcome, you can pay off the judgment lien and you will then own your parcel free and clear of any debt, but subject to the annual taxes. If you do not pay off the lien, TDS will exercise its legal rights to foreclose on the judgment lien.

Option #1 proposes a physical division of the land to create two (2) parcels. Under this proposal the parcel on the right-hand side constitutes 35% of the land and will be your family's 35% share. You will notice this Option #1's street frontage on Chandler Road is adjusted to approximately 35% of the total street frontage. This subdivision map will be subject to County planning department approval. Each of the parcel owners will, however, be responsible for the real property taxes (at the above-described higher rate) attributable to the owner's respective parcel.

Under this Option #1, there will be further court proceedings before Judge Scarborough to determine if you are responsible for the money damages claimed by TDS to compensate it for the time and expense of the litigation over the last several years regarding its claims.

Option #2 proposes a physical division of the land to create three parcels, one of which is for your family (referred to on the sketch as "*Heirs Total 4.2 acres 35% ownership*") with the remaining two parcels divided between the TDS partners. Your parcel will constitute 35% of the land area and is located within and adjacent to other lands previously owned by the German family. The parcel will be accessed by a driveway from Chandler Road, which will be depicted on the subdivision plat and further described in an Access Easement to be recorded in the public records. This subdivision map will also be subject to County planning department approval.

*Letter to Christopher German, et. al.*  
*August 31, 2023*  
Page 3

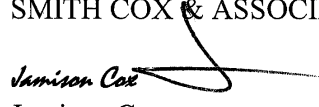
Under this Option #2, TDS will not seek damages from you. Upon recordation of the subdivision plat after County approval, this case will be fully and finally concluded. Each of the parcel owners will, however, be responsible for the real property taxes (at the above-described higher rate) attributable to the owner's respective parcel.

Option #3 proposes no physical division of the land because it contemplates TDS purchasing your 35% for the fair market value previously determined by the Judge using the appraisal previously obtained by your family member, Stacey Bonner. The fair market value appraisal obtained by Stacey Bonner was \$600,000 and your 35% share would be \$210,000 with that sum divided between you according to your percentages.

Under this Option #3, you will receive payment for your share within 45 days after the hearing. Furthermore, TDS will drop its claim for damages and the court cases will be dismissed and fully concluded.

**A hearing before Judge Scarborough has been scheduled for November 29, 2023 at 11:00 a.m. at the Master-in-Equity Courtroom, 2<sup>nd</sup> floor of the County Courthouse at 2 Courthouse Square, Charleston, SC,** to consider the proposed alternatives, as well as any other alternatives as may be presented, and any other issues as the Judge may see fit. Prior to that hearing, we are happy to discuss these alternatives with you, as well as any other alternatives you may have, to see if we can resolve this without further court involvement. If we are not able to do so, we anticipate the Judge will make his decision at the hearing.

Yours truly,  
SMITH COX & ASSOCIATES, LLP

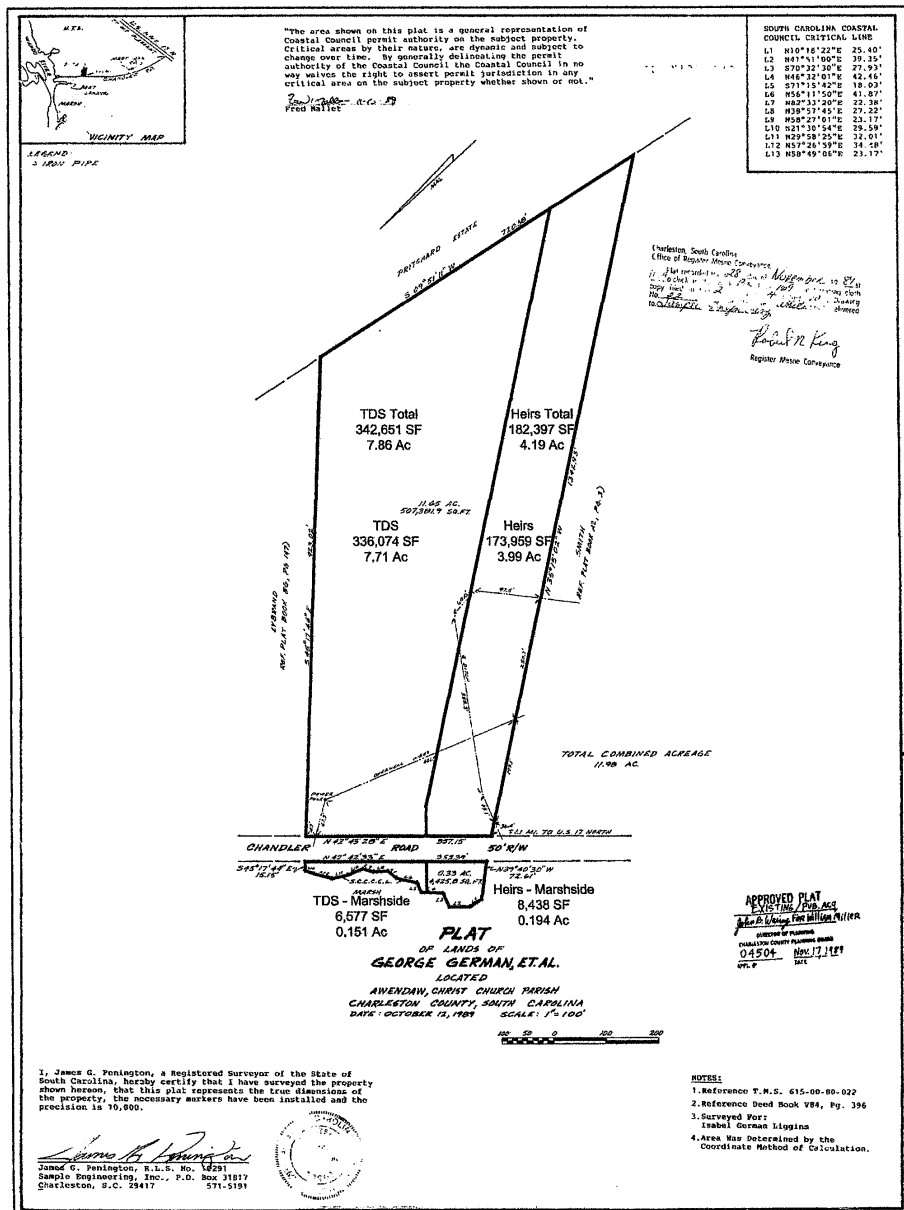
  
Jamison Cox

ELECTRONICALLY FILED - 2024 Jan 25 9:54 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001867  
ELECTRONICALLY FILED - 2024 Jan 25 1:48 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001867

# Option 1 - Partition with Damages

1. Create a parcel for the Heirs that represents 35% ownership based on acreage and the Frontage.
2. The heirs would be responsible for the Payment of 35% of all accumulated legal fees and the remaining portion of the taxes paid and real estate commissions paid in 2014 = (\$35,000 + 24,115 = \$59,115)
3. The Heirs would be responsible to pay the Pre-Judgement Interest of \$123,659 to TDS of Charleston. Total of Items 2 and 3 = \$182,774.
4. Overall, the design does not meet the current ZLDR Zoning Standards for RR Zoning and may need to be rezoned or annexed into the ToMP.
5. Problems with the Heirs subdivision parcel:
  - a. Lot width to depth ratio is 1:10 where a maximum of 1:5 is allowed in the County and only 1:2.5 in the ToMP
  - b. The parcel will not qualify for Ag classification and will be fully taxed.

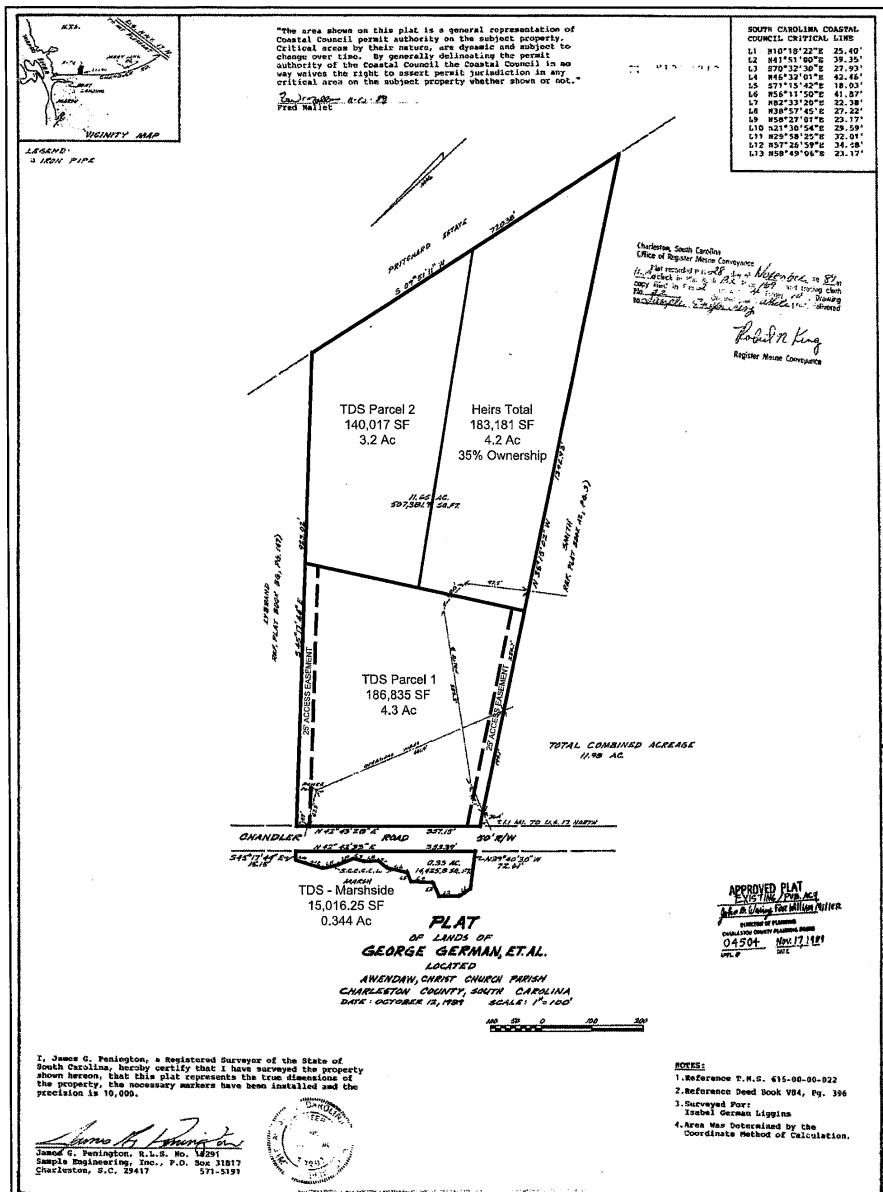
Summary: Heirs pays TDS \$182,774 and retain 35% of the property



# Option 2 - Partition with No Damages

1. Create a parcel for the Heirs that represents 35% ownership and provides access.
2. The heirs would NOT be responsible for the Payment of 35% of accumulated legal fees and 35% of the remaining portion of the taxes paid and real estate commissions paid in 2014 =  $(\$35,000 + 24,115 = \$59,115)$
3. Pre-Judgement Interest of \$123,659 will be waived.
4. Problems with the Heirs subdivision parcel as follows:
  - a. Typically, no flag lots are permitted, but may be able to get an exception because of the circumstances or could serve the residual via easement.
  - b. The parcel will not qualify for Ag classification and will be fully taxed.

Summary: The Heirs would pay TDS \$0 and would retain 35% of the property.

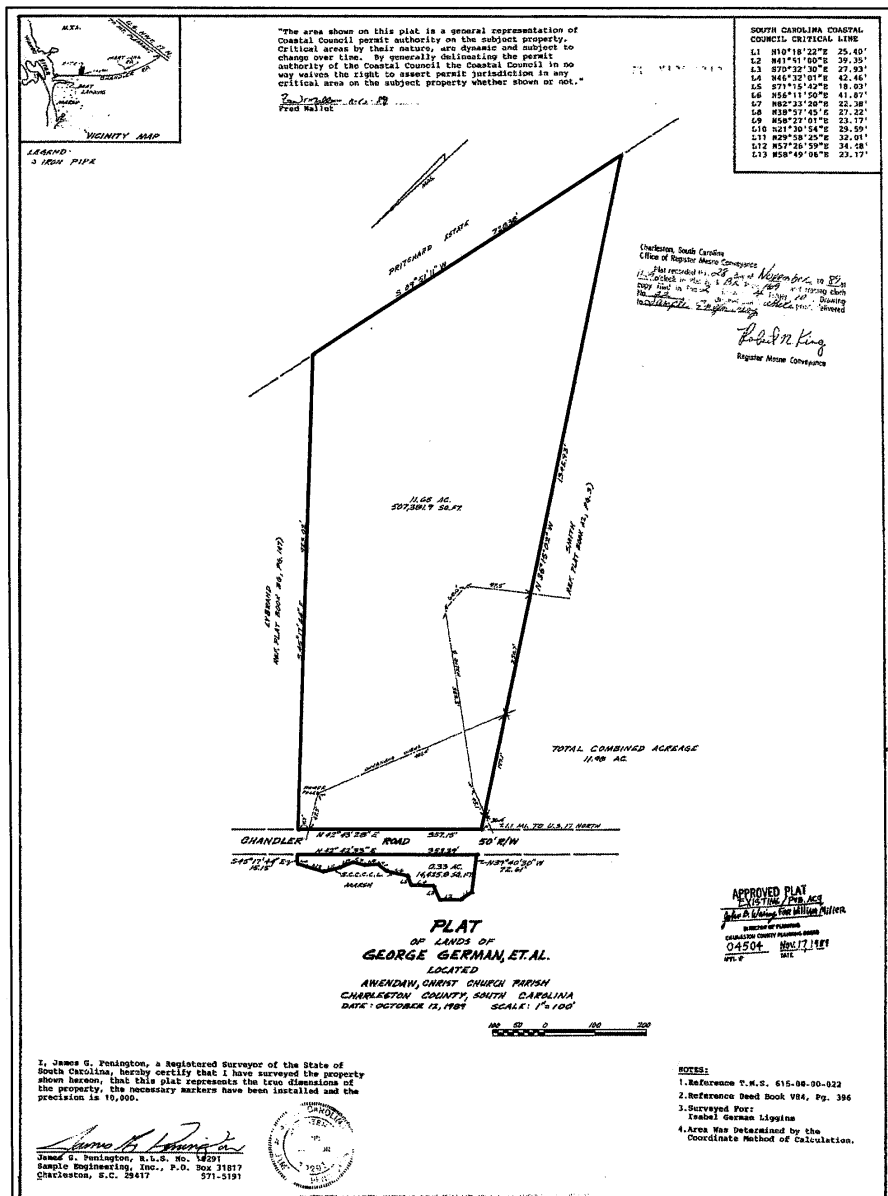


# Option 3 - Cash

1. TDS of Charleston purchases the remaining 35% ownership based on the current appraisal amount of \$600,000. Therefore,  $\$600,000/12=\$50,000/\text{acre} \times 4.2 \text{ acres} = \$210,000$ .
2. Heirs will NOT be responsible for 35% of Attorneys fees and the remaining 35% of back taxes and real estate commissions paid for a total \$59,115.
3. Pre-Judgement Interest of \$123,659 will be waived.

Summary: The heirs would net \$210,000 and not be responsible for any accumulated fees or potential judgements.

ELECTRONICALLY FILED - 2024 Jan 25 9:54 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001867  
ELECTRONICALLY FILED - 2024 Jan 25 1:48 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1001867



# EXHIBIT G

STATE OF SOUTH CAROLINA      IN THE COURT OF COMMON PLEAS  
COUNTY OF CHARLESTON      FOR THE NINTH JUDICIAL CIRCUIT  
CASE NO. 2020-CP-10-01867

STACY L. BONNER, )  
)  
)  
Plaintiff, )  
)  
) Hearing  
vs. ) November 29th,  
) 2023  
JOHN HENRY GERMAN, JR., et al, )  
)  
Defendants. )

Hearing before the Honorable Mikell R.  
Scarborough, reported by Josie Allen Boehm, Registered  
Professional Reporter and Notary Public, at 100 Broad  
Street, Courtroom 2A, Charleston, South Carolina,  
November 29th, 2023, commencing at 11:10 a.m.

## APPEARANCES

For TDS of Charleston, LLC:  
W. Jamison Cox, Attorney at Law  
Smith Cox & Associates, LLP  
PO Box 20458  
Charleston, SC 29413  
jcox@smithcox.com  
(843) 853-5577

Also present:

Tim Cook  
Kenneth Edmondson  
Christopher German  
Sandra Gibson  
George Scott

1           THE COURT: I was just reviewing my order  
2 entered June 13th of this year as a result of a  
3 hearing on April 20 of this year following a March 9  
4 hearing this year.

5           The case number is 2020-CP-10-1867, and it's  
6 been consolidated with case number 2021-CP-10-2419.  
7 And I don't know why, but I think it's just the way  
8 the computer operates.

9           I do see where Mr. Gibson withdrew as  
10 counsel, and the Court granted his motion to be  
11 relieved October 3 of 2022, which is over a year ago  
12 now.

13           So November 29 of '23, apparently at the last  
14 hearing, I believe it was Mr. German and Mr. Edmondson  
15 that were present.

16           One second.

17           Kenneth Edmondson that was present, result of  
18 which was the Court issued its order. Was the  
19 master's deed -- has that been issued?

20           MR. COX: Yes, Your Honor, it has been.

21           THE COURT: All right. So TDS is currently a  
22 65 percent holder of the property?

23           MR. COX: Yes, sir.

24           THE COURT: All right. And then we've got  
25 numerous folks with five percent, and then

1 Ms. Carpenter has a ten percent interest in the  
2 property according to that record.

3 All right. Mr. Edmondson?

4 KENNETH EDMONDSON: Good morning, Your Honor.  
5 I have here in my hand -- I mailed it to them  
6 yesterday. This is a request of discovery and  
7 disclosure and also an order. I would like to request  
8 this Court to put a jury on this case.

9 THE COURT: Too late for that. Okay? You  
10 sent discovery yesterday?

11 KENNETH EDMONDSON: Yes.

12 THE COURT: Too late for that, too.

13 KENNETH EDMONDSON: That's not true.

14 THE COURT: Well, I'm telling you it's too  
15 late.

16 So when did you get notice of this hearing,  
17 Mr. Edmonson?

18 KENNETH EDMONDSON: I don't know when I got a  
19 list of the hearing.

20 THE COURT: Would you like me to tell you?  
21 Notice of the hearing was sent and filed with this  
22 Court on August the 31st. So you waited almost three  
23 months to submit your discovery request.

24 KENNETH EDMONDSON: The law tells me I can  
25 submit discovery at the day of the hearing.

1           THE COURT: Well, we're going to have some  
2       discovery here today. Okay? The last time y'all were  
3       here, you were talking about getting a lawyer. You  
4       wanted to continue this to get a lawyer.

5           Have you sought and obtained a lawyer in the  
6       last year?

7           KENNETH EDMONDSON: Your Honor, I don't know  
8       what you talking about.

9           THE COURT: I'm asking you a question.

10          KENNETH EDMONDSON: No -- well, I'm asking  
11       you a question.

12          THE COURT: You can answer my question.

13          KENNETH EDMONDSON: I want to request a jury  
14       on this trial.

15          THE COURT: Okay. All right. So go ahead --  
16       if you'd like to come up to counsel table,  
17       Mr. Edmondson, you can.

18          KENNETH EDMONDSON: I'm going to ask my  
19       cousin to come up with me.

20          THE COURT: We're going to go ahead and  
21       proceed.

22          Mr. Cox, are you ready to proceed?

23          MR. COX: Yes, Your Honor. Jamison Cox on  
24       behalf of TDS of Charleston.

25          THE COURT: This is a partition hearing.

1     What are y'all seeking today?

2             MR. COX:   Yes, Your Honor.   Pursuant to the  
3     order from April 20th, I sent a letter to the heirs  
4     that proposed three alternatives for how we might  
5     resolve this by partition because the Court encouraged  
6     us at that last hearing to find a way to partition  
7     preferably by a physical position of the land.

8             We proposed some alternatives.   I believe the  
9     Court has a copy of those alternatives.

10            THE COURT:   I might, but I didn't look at it.  
11     If you have one --

12            MR. COX:   May I approach the bench?

13            THE COURT:   Certainly.

14            MR. COX:   Your Honor, this is for the Court.  
15     This is a copy of the letter dated October 31st.

16            THE COURT:   Okay.

17            MR. COX:   Excuse me, August 31st.

18            THE COURT:   Yes, sir.

19            MR. COX:   Which outlines three alternatives  
20     that we're proposing for the Court to order.

21            I'll also note that at the end of the letter  
22     states that we're having a hearing today on November  
23     29th.

24            THE COURT:   Well, that's what the notice  
25     said.

1           MR. COX: And then we followed up, that's  
2 correct.

3           THE COURT: So three months is more than  
4 adequate notice, I would say. So options one, two,  
5 and three have been offered, and you have not received  
6 any response until yesterday?

7           MR. COX: Your Honor, I haven't received any  
8 response. I don't contest that Mr. Edmondson may have  
9 mailed something yesterday but I don't have it.

10          THE COURT: You haven't received it?

11          MR. COX: No, sir.

12          THE COURT: If it got dropped in the U.S.  
13 mail yesterday, you probably won't get it until next  
14 year, but that's another story.

15          MR. COX: Likely, but I hope we're done  
16 before then. That's the status right now. As I sit  
17 here before you today, we've had no reply.

18          THE COURT: You've had no response. Okay.  
19 All right. Very good.

20          All right. Mr. Edmondson, did you receive  
21 that letter of August 31st with the three options?

22          KENNETH EDMONDSON: I have a copy of the  
23 letter.

24          THE COURT: Okay. Very good. And, sir, your  
25 name?

1               GEORGE SCOTT: My name is George Scott.

2               THE COURT: All right, Mr. Scott. Are you a  
3 party?

4               GEORGE SCOTT: Well, I was a party. I'm the  
5 oldest cousin of all of us.

6               THE COURT: Let me stop you. That doesn't  
7 answer my question.

8               GEORGE SCOTT: I was.

9               THE COURT: When?

10              GEORGE SCOTT: When we first started.

11              THE COURT: What happened to your interest in  
12 the property?

13              GEORGE SCOTT: Well, they said I no longer on  
14 the will. So this is my first time. I'm here with my  
15 sister. She's still on the will.

16              THE COURT: What's her name?

17              GEORGE SCOTT: Her name is Sandra Gibson.

18              THE COURT: Ms. Gibson? Okay. Ms. Gibson I  
19 think has a five percent interest.

20              GEORGE SCOTT: Yes.

21              THE COURT: Okay. Well, she can represent  
22 herself but you can't represent her. And if you're  
23 not a party, I don't think you can represent somebody  
24 else.

25              GEORGE SCOTT: I don't know why he called me.

1           THE COURT: Do you know what happened with  
2 his interest?

3           MR. COX: Your Honor, I don't.

4           THE COURT: Okay. Or if he ever had an  
5 interest? I don't know the answer to that.

6           Your name again is Scott?

7           GEORGE SCOTT: Yes, George Scott.

8           THE COURT: All right. He was named at one  
9 time, yeah.

10          Mr. Scott, you were named originally in the  
11 2020 case. Let's see what happened.

12          Quiet title issued January 14 of '21 says  
13 George German was married to Isabelle. They had five  
14 children. Ethel German died testate on April 3, 1997  
15 married to Leon Scott, Sr. with five children, one of  
16 whom was George Scott.

17          Is that yourself? Okay. Ethel German's will  
18 was probated in Charleston County in case number  
19 1998-ES-10-1467. Her estate was devised of her  
20 husband Leon Scott, Sr. who died testate on October 4  
21 of 2005. And in his will, he devised his estate to  
22 Sandra Gibson and Elene Jones in 2005-ES-10-1607.

23          So I suppose that's how you got omitted as an  
24 heir because your father did not include you in his  
25 will. Okay?

1           GEORGE SCOTT: Yes, sir.

2           THE COURT: So you would have been an  
3     intestate heir but you are not a testate heir. Okay?  
4     Just to go on because you're here, Georgianna  
5     Edmonson, also of the five children of George German  
6     married to Isabelle, had three children, Harold,  
7     Richard, and Kenneth Edmondson. And that's how y'all  
8     are related as first cousins, I assume, correct?

9           And it says Harold died without spouse or  
10    children, so his interest went to Richard and to  
11    Kenneth -- her interest went to Richard and Kenneth.  
12    Okay.

13           So heirs of Ethel German were Sandra Gibson  
14    and Elaine Jones each with five percent. Ms. Bonner,  
15    who was involved with this case, was the heir of  
16    Isabelle Liggins. And then George Edmondson's heirs  
17    would be Kenneth and Richard Edmondson each with five  
18    percent.

19           So that's how we come up with those numbers.  
20    Okay? And I believe TDS has received the 50 percent  
21    interest from the Lucy Thompson heirs and ten percent  
22    from Stacy Bonner if I remember correct.

23           MR. COX: That's correct, Your Honor. They  
24    also purchased a five percent interest that was owned  
25    by Elaine Jones, now known as Elaine Heyward.

1           So that's how we arrived at 65 percent.

2           THE COURT:   So Ms. Gibson's sister, Elaine  
3       Jones, sold her five percent interest and that's how  
4       you got 65?   Okay.   All right.

5           So Mr. Scott, you will be relieved.   That's  
6       how you're not -- you would have been named as an  
7       intestate heir.   They established in '21 that you were  
8       not a testate heir.   That's how you got omitted from  
9       the property.   Okay?

10          All right.   Thank you, sir.   Appreciate you  
11       coming in.   You can have a seat back there, sure.   And  
12       Ms. Gibson's five percent is still protected.

13          So back to the issue, Mr. Edmondson, you were  
14       provided with three alternatives.   You said you did  
15       receive the letter.   Are none of the alternatives  
16       acceptable; is that what I can surmise?

17          KENNETH EDMONDSON:   Your Honor, I'm  
18       requesting that my discovery be presented to this  
19       Court.

20          THE COURT:   Okay.

21          KENNETH EDMONDSON:   And presented to TDS.  
22       I'm also requesting a jury on this trial.

23          THE COURT:   Okay.

24          KENNETH EDMONDSON:   I want the record to  
25       reflect that.

1           THE COURT: It does. Your request for a jury  
2 trial is denied. This is a matter in equity.  
3 Partition hearing is what we're here for.

4           I will tell you there are three options to  
5 partition, though, Mr. Edmondson, just so you know.

6           There's partition in kind, which is the most  
7 favored in the law, and that's when you divide the  
8 property if it can be divisible. In other words,  
9 sufficient land to be divided.

10          The next is an allotment where one party  
11 purchases the interest of the other parties.  
12 Generally that exists for the purposes of keeping  
13 family property in the family.

14          And then finally there's partition by sale,  
15 and that's the last one, and that's when it goes up  
16 for sale and everybody divides the proceeds based upon  
17 their percentage interest in the property.

18          So those are the three legal options that  
19 exist out there under the partition statute to  
20 proceed. The partition itself is generally an  
21 equitable matter before the Court.

22          All right. Mr. Cox?

23          MR. COX: Thank you, Your Honor.

24          THE COURT: Go ahead and tell me what your  
25 three options are. I haven't looked at the letter in

1 a long time, and I was just handed a stack of  
2 documents, so I guess it's a lot more to it than just  
3 the letter.

4 MR. COX: Well, attached to that letter are  
5 three depictions of the options offered. The first  
6 option is what we call partition with damages.

7 This would be a physical partition but it  
8 anticipates that there would be a damage award to  
9 Mr. Cook for the various damages he incurred  
10 throughout these proceedings over the years.

11 The second option would be a partition with  
12 no damages. And by that, I mean Mr. Cook on behalf of  
13 TDS would waive any claim for further damages, just  
14 divide the land and let's move on.

15 And then the last option was really just a  
16 cash -- that he was willing to buy the remaining  
17 heirs' interest if they were willing to sell according  
18 to the appraised value on the appraisal that the  
19 family had performed as part of this case.

20 So those were the three. Now, Your Honor, I  
21 note that under the two options -- options number one  
22 and two, we have aggregated the heirs' interest, their  
23 35 percent interest in the one parcel as opposed to  
24 dividing it to smaller parcels.

25 There's a reason behind that. The reason is

1     simply that we believe that under the current county  
2     ordinances, they may not be able to divide parcels  
3     into such small sections as would equate to a five  
4     percent interest, and so we did not propose it that  
5     way.

6             And since none of the heirs, at least to my  
7     knowledge in these proceedings, have ever lived on the  
8     property or expressed any interest in living on the  
9     property, we thought an aggregation to give them the  
10    bigger parcel together might be the best alternative.

11            But I would add that if this Court determined  
12    otherwise, that if you wished to divide their interest  
13    into separate parcels, then the County -- I suspect  
14    they're going to record whatever you tell them to  
15    record with respect to a subdivision matter.

16            So I leave that out there so it's available  
17    to this Court to choose as it will. Mr. Cook can  
18    answer any specific questions for you about the  
19    division, but what you'll see before you is this  
20    effort to try and carve out a 35 percent share of the  
21    land for the heirs.

22            THE COURT: Okay.

23            MR. COX: All right. That's what you have  
24    before you. Now, of these two options, you'll notice  
25    option number one, the partition with damages, gives

1 the heirs an access --

2 THE COURT: Does Mr. Edmondson have a copy?

3 MR. COX: Well, I provided it to him. I have  
4 another copy, Your Honor.

5 KENNETH EDMONDSON: Your Honor, may I say  
6 something?

7 THE COURT: Sure.

8 KENNETH EDMONDSON: I been here before, and  
9 you have allowed Mr. Cox and them to present what  
10 they're presenting. Again, I'm saying to you my  
11 discovery -- you saying they own 65 percent of the  
12 land.

13 THE COURT: That decision has been made.

14 KENNETH EDMONDSON: You say the decision has  
15 been made but we have not seen anything, no  
16 credentials, to prove that they actually did what they  
17 said they were going to do.

18 You all are talking. And they presented the  
19 last time we were here. For hours, they presented. I  
20 brought something to you today and you telling me it's  
21 no good, but that's not what the law says. The law  
22 says that I can present discovery the day of a trial  
23 or a hearing.

24 THE COURT: I don't know about that.

25 KENNETH EDMONDSON: Well, I'm telling you --

1           THE COURT: You're telling me what the law  
2 is? I appreciate that, Mr. Edmondson, but I know  
3 you're not a lawyer. I know you're a litigant. I  
4 know you have an interest in the property.

5           I'm going to hear from him. You can either  
6 follow along with us or not follow along with us. I'm  
7 going to give you an option and give everybody here an  
8 option --

9           KENNETH EDMONDSON: You said I got to --

10          THE COURT: Wait a minute. I'm talking, and  
11 you've got to be quiet when I speak. Okay? All  
12 right? Because she can only take down one person at a  
13 time.

14          If you want what you say in the record,  
15 you're going to let me talk, him talk, and we're going  
16 to let you talk.

17          KENNETH EDMONDSON: Yes, sir. Okay.

18          THE COURT: So I want to have Mr. Cox take me  
19 through these three options so that I understand what  
20 they are. I have already got questions just looking  
21 at them.

22          And when we get to the noose of it, I'll be  
23 glad to hear from your client. Take me through the  
24 three options, and if you've got other folks that have  
25 an interest, I'll be glad to hear from them later.

1       Okay?   Go ahead.

2               MR. COX:   As to option one, ask the Court to  
3       notice it's a fairly curiously bounded parcel in that  
4       a part of the parcel is on the other side of Chandler  
5       Road.   Did the Court see that?

6               THE COURT:   I would assume that's on the  
7       waterfront.

8               MR. COX:   Yes, it is.   So option one, what we  
9       propose to do is give the heirs, their portion,  
10      include 35 percent of the frontage along Chandler  
11      Road.   You see it's a long, narrow parcel.   All right?  
12      So that's option one.

13              But we would propose that, but we would  
14      reserve our right to pursue the damages that we  
15      discussed that I'm prepared to talk about and provide  
16      testimony on later today if we get to that stage.

17              THE COURT:   So as I look at it, what you've  
18      got -- I'm assuming the mathematical equation --  
19      because I had questions right off the bat as to what  
20      the acreage is.

21              I see heirs on the right-hand side of option  
22      one.   Total square foot, 4.19.   Heirs, something less  
23      square foot, 3.99.   And I'm assuming the difference is  
24      across the road?   Is that what the difference is?

25              MR. COX:   That's correct.

1           THE COURT: There's a 2/10ths of an acre  
2 difference between those two numbers. Does that  
3 represent what's across the road?

4           MR. COX: Yes, sir.

5           THE COURT: Okay.

6           MR. COX: It does. If I may just digress for  
7 a moment. We have since -- since we prepared this  
8 option sheet, we have had an updated boundary plat  
9 prepared that shows a slightly reduced acreage from  
10 what we all thought was the total acreage.

11           We thought it was 11.98 acres. It's almost  
12 11.2. I'm prepared to submit that as a piece of  
13 evidence today. I just wanted to bring that to the  
14 Court's attention.

15           So as I speak now, I'm speaking in  
16 percentages. But what I represent to this Court is in  
17 option one, the parcel is about 35 percent of the land  
18 mass.

19           THE COURT: Okay. That's done  
20 mathematically?

21           MR. COX: Yes, sir.

22           THE COURT: And it's so small I can't really  
23 see it. What's the width along the roadway between  
24 those two? 357 maybe?

25           TIM COOK: It's a little over 100 feet.

1 THE COURT: Just 100 feet?

2 TIM COOK: I think the total width of the  
3 property, Your Honor, is about 356 feet, so it's 35  
4 percent of that, whatever that calculates to.

5 THE COURT: The total width is 356? Okay.  
6 All right.

7 MR. COX: So mathematically would be about  
8 100 feet, perhaps a little bit more.

9 THE COURT: Meaning the other side is 250  
10 feet roughly? Okay. All right.

11 TIM COOK: Yes, sir.

12 THE COURT: Okay. That's one proposal. And  
13 with that proposal, you would divide the land and then  
14 you said seek damages in addition?

15 MR. COX: That's right, Your Honor. So what  
16 we would do is say, look, if they want that type of  
17 division, great, but we want to pursue our claim for  
18 damages, put it before the Court. And as I said, I'm  
19 happy to explain that.

20 THE COURT: Go ahead.

21 MR. COX: Okay. Option number two is of  
22 course on the following page and that would be a  
23 partition with no damages. So what the Court would  
24 see under option number two is that the frontage is  
25 all on the TDS side now and that we still retain

1 access for the heirs to the property to their 35  
2 percent portion but it's via an easement.

3 Now, of course, the Court could choose they  
4 don't want to do an easement, give them a flag lot.  
5 Even though flag lots are disfavored by Charleston  
6 County, they will record what you tell them to record.  
7 So that's an option as well, and that would have the  
8 effect of reducing slightly that what I'll call the  
9 flag portion of the lot to accommodate the fact it's  
10 no longer an easement but rather fee simple ownership  
11 for the driveway.

12 THE COURT: Okay. So this one proposes two  
13 separate access points to the two separate rear  
14 parcels, one of which would be for the benefit of the  
15 heirs, that same roughly 4.2 acres?

16 MR. COX: Yes, sir. And their access would  
17 be on the right side of the parcel from Chandler Road.

18 Now, just to avoid confusion for the Court,  
19 you'll notice there's two additional parcels shown on  
20 there. That was simply shown for the benefit of all  
21 to say we tried to convey it.

22 This is roughly thirds. We roughly conveyed  
23 this into thirds, because the two parcels on the left  
24 would be for TDS, split between the TDS partners.

25 THE COURT: Okay. And then all the marsh

1 side would be part of parcel one, or is that a  
2 separate parcel? How do you treat that one?

3 MR. COX: That's part of parcel one, uh-huh.

4 THE COURT: Okay.

5 MR. COX: Under that alternative, we could  
6 effectively be done today. It wouldn't need any  
7 further proceeds on this. It would be closed up. And  
8 we would have the plat prepared and the judge would  
9 approve it and submit it for the Court.

10 THE COURT: This is based on the prior 11.98  
11 and not the current 11.2?

12 MR. COX: That's true. So all of this would  
13 be shrunk.

14 THE COURT: Got it.

15 MR. COX: And of course the third option if  
16 the family had any interest in selling, that we would  
17 pay them cash per the appraised value.

18 THE COURT: Okay.

19 MR. COX: With no damages. That we would  
20 purchase it outright with no claim for damages.

21 THE COURT: And that's based upon the  
22 \$600,000 appraised figure and roughly 4.2 acres?

23 MR. COX: Yes.

24 THE COURT: It's going to be maybe a little  
25 less than four acres.

1           MR. COX: I think it works out to about  
2     \$210,000 or something. But, again, it would not be --  
3     we would waive any claim for damages at that point.  
4     So those are the three. Now, as to --

5           THE COURT: The last two have no damage  
6     claim, correct?

7           MR. COX: That's correct. As concerns this  
8     layout, Mr. Cook is happy to provide any testimony or  
9     answer questions, what have you, regarding it. He  
10    does have some experience with some site planning and  
11    such as that.

12          But I note that I wanted to remind the Court  
13    that there are significant wetlands on this parcel.  
14    And so dividing it into smaller portions could be  
15    difficult to achieve so that -- it may not be  
16    feasible, Your Honor, because somebody might end up  
17    with marsh land, which is not the intention. So we're  
18    trying to have some big segments of land for each of  
19    the parties.

20          THE COURT: Has a wetlands determination been  
21    done?

22          TIM COOK: Yes, sir.

23          THE COURT: Do y'all have a copy of that as  
24    well?

25          TIM COOK: I don't have one.

1           THE COURT:   How much of the tract would be  
2 wet, would you say?

3           TIM COOK:   The overall tract, probably 30  
4 percent.

5           THE COURT:   About a third?

6           TIM COOK:   Yes, sir, and it spreads out.

7           THE COURT:   It's not all in one spot?

8           TIM COOK:   You can see on the plat that  
9 there's a ditch that runs -- that kind of bifurcates  
10 the property kind of where the division line is.

11          MR. COX:   Your Honor, if I may approach.

12          THE COURT:   Sure.

13          MR. COX:   This is the recent boundary plat  
14 there and "ditch" refers to here.

15          THE COURT:   Okay.   Sort of right in the  
16 middle?

17          MR. COX:   Yes, sir.

18          THE COURT:   Okay.   So this comment was that  
19 the wetlands were aggregated near that ditch.

20          MR. COX:   Okay.

21          TIM COOK:   And there's a ditch that runs from  
22 the -- the ditch that connects the side property lines  
23 to Chandler Road, it goes through the front portion of  
24 the property.

25          THE COURT:   Okay.

1           TIM COOK: Which is a County-maintained  
2 ditch, and I think it's on the GIS.

3           THE COURT: Okay. The County maintains it?

4           TIM COOK: They actually do.

5           THE COURT: Okay. That's unique.

6           TIM COOK: Very.

7           MR. COX: Your Honor, if I --

8           THE COURT: All in a flood zone, but some is  
9 X and some is AE.

10          TIM COOK: AE7, yes, sir. And a portion for  
11 option two has predominantly flood zone X, which is  
12 what I proposed for the heirs. And also the larger  
13 piece under option two could be subdividable by a  
14 court order in the half acre, plus or minus tracts  
15 based on their percentage.

16          THE COURT: What's the zoning out there? Is  
17 it R3?

18          TIM COOK: R3, yes, sir.

19          THE COURT: Okay. Go ahead.

20          MR. COX: Your Honor, if I may approach, this  
21 is that same boundary survey but it shows the  
22 property. This is a proposed subdivision. This would  
23 be under option two with the easement here.

24                 What we suggested for the heirs, this is the  
25 drainage ditch and wetlands are primarily around here.

1 That's all on what we're proposing for TDS. That's  
2 for the Court.

3 THE COURT: Okay. Shows it being just under  
4 3.92. So it's based on the current boundary survey?

5 MR. COX: Yes, sir.

6 THE COURT: Okay. Is that a 20-foot public  
7 drainage easement, and that's maintained by the County  
8 on the south side of the lot?

9 TIM COOK: On the southwest side, it's  
10 probably about 25 feet.

11 THE COURT: Okay. Got it. Okay.

12 TIM COOK: Now, the ditch to the northeastern  
13 portion is not within a County easement.

14 THE COURT: It's just a ditch?

15 TIM COOK: Yes.

16 THE COURT: Okay.

17 MR. COX: Your Honor, if I may just  
18 interject, I used my magnifier here. That drainage  
19 easement you were talking about on the southwest side  
20 shows it as being 20 feet.

21 THE COURT: Okay. So this proposal, which is  
22 option number two, which is essentially the -- it's  
23 the back right portion of the lot but it's essentially  
24 the southwest portion of the entire tract, right?  
25 Just under four acres?

1           MR. COX: Yes, Your Honor. Southeast and to  
2     some extent southwest, but I call it south, southeast.  
3     It's in flood zone primarily X, which is the most  
4     desirable flood zone, and constitutes about 35 percent  
5     of the land.

6           THE COURT: All right.

7           MR. COX: As proposed, it shows a 20-foot  
8     access easement leading from Chandler Road. But as I  
9     mentioned earlier, you could determine you wanted it  
10    as a flagged lot instead.

11          THE COURT: On the acreage amounts here, what  
12    you're showing being the German heirs proposal 3.92  
13    acres, I see two different numbers on the TDS portion.  
14    So I see TDS of Charleston, LLC, 65 percent ownership,  
15    7.282 acres. And that's -- again, that's based upon  
16    the total acreage of the property being 11.2?

17          TIM COOK: Correct. 11.206, yes, sir. So  
18    the things that changed since the plat was prepared in  
19    the 1980s, the DOT right of way increase from 50 feet  
20    to 66 feet, and then the critical line has changed  
21    since. So that area across the street has been  
22    reduced.

23          THE COURT: Okay. Got it. And the property  
24    across the road goes out to the Wando; is that right?  
25    How far is that Wando River from there?

1           TIM COOK: 900 feet.

2           THE COURT: Okay. All right. And then let  
3 me go back. Option three basically is the purchase  
4 option. Okay. And you said number there would be  
5 approximately 210,000?

6           MR. COX: Yes, Your Honor.

7           THE COURT: Okay. Okay. Mr. Edmondson, did  
8 you get a chance to look at those?

9           Do you have any position whatsoever as to any  
10 of these three options that they have presented to the  
11 Court?

12          KENNETH EDMONDSON: My position is -- not  
13 being an attorney, again --

14          THE COURT: I'm sorry?

15          KENNETH EDMONDSON: My position is not being  
16 an attorney, I came today with discovery that we don't  
17 have. These people that he paid money to and got the  
18 65 percent, I don't even know them. Title 15 -- this  
19 is not the law. Civil remedies and procedures,  
20 chapter 67. Recovery of real property, article one,  
21 general provisions. Time limitation upon reopening a  
22 matter. No judgement or decree quieting title to land  
23 or determining the title thereof or adverse claims  
24 therein shall be adjured, invalid, or set aside for  
25 any reason unless the action of proceeding to vacate

1 or set aside such judgement or decree shall be  
2 commenced or application for leave to defend be made  
3 within three years from the time of the filing for  
4 record a certified copy of such judgement or decree in  
5 the office of the Clerk of Court of the county in  
6 which the land is affected by such judgements or  
7 decree are situated or in case of minors within three  
8 years after coming of age.

9 Now, I have done some research and some  
10 reading. And according to my research and reading, I  
11 have a right to demand a jury trial.

12 THE COURT: Okay.

13 KENNETH EDMONDSON: No evidence -- none of  
14 this stuff that -- what they have secured, nothing has  
15 been shown. No contracts, no signatures. You have  
16 eliminated one of my relatives and said that -- you  
17 took away her ten percent.

18 Every time I come here, you have allowed  
19 Mr. Cox and his attorney to do all the explaining and  
20 all the talking. We don't have anything other than  
21 what they're sending us.

22 And you're telling me 11 acres is down to 4  
23 acres now. And I don't have nothing here, no  
24 credentials, to substantiate none of what they're  
25 saying.

1           THE COURT:   Okay.   Were you previously  
2   represented by Mr. Gibson or not?   Or did he only  
3   represent Stacy Bonner?

4           KENNETH EDMONDSON:   He only represented her.

5           THE COURT:   You've had no representation at  
6   all during this proceeding; is that right?

7           KENNETH EDMONDSON:   Not really.

8           THE COURT:   You've had an opportunity to get  
9   a lawyer, at least for the last year, because we  
10   talked about it the last time we were together.   And  
11   you've gotten no lawyer since that time.   That's fine.  
12   That horse is out of the barn.

13           Do you have a copy of the order that I was  
14   reading to Mr. Scott that came out in January of '21?  
15   What you just read to me from was the Quiet Title Act.

16           The quiet title order in this case was  
17   entered January 14 of '21.   That's almost three years  
18   ago.   Okay?

19           So if you were going to challenge that order,  
20   you had 30 days from the time that order was issued in  
21   January of '21.   Those calculations of percentage  
22   interests have been done.   Okay?

23           How they got a hold of their interest in the  
24   property is between them and whoever they got their  
25   interest from.   If you wish to challenge that, by all

1 means, you can ask for that information. But it's not  
2 going to change the fact that they say that they have  
3 obtained it and they got it.

4 What they have not yet obtained is your five  
5 percent interest in the property, and we're trying to  
6 figure out today how the best way to resolve that  
7 interest is.

8 I can't give you an answer as to any of the  
9 proposals. I will be happy to hear from Ms. Gibson or  
10 anybody else who has an interest who is here today  
11 which they would prefer.

12 Would they prefer a piece of the land or  
13 would they prefer cash in hand. Those are the two  
14 options that we're left with at this point in time.

15 KENNETH EDMONDSON: Okay. At this point in  
16 time.

17 THE COURT: Yes.

18 KENNETH EDMONDSON: Your Honor, in this room,  
19 if I'm not mistaken, you quieted the title to this  
20 land and then you came back and reversed a quieted  
21 title. Am I right?

22 THE COURT: No.

23 KENNETH EDMONDSON: Yes, you did. You  
24 quieted the title, and you came back and said when I  
25 sitting right there, "I'm going to reverse." Did you

1 not do that?

2 THE COURT: I don't believe so. I don't see  
3 a written order to that effect.

4 MR. COX: Your Honor, may I speak to that?

5 THE COURT: What's he referring to?

6 MR. COX: What he's referring to is that we  
7 came back and asked for a restoration of the partition  
8 portion of that quiet title action.

9 You quieted title. That hasn't been  
10 disturbed. But then Ms. Bonner asked to dismiss the  
11 partition, and you came back and said --

12 THE COURT: Yeah, yeah, yeah. That was  
13 before I think I realized how much money you had  
14 spent. How much have y'all spent? 150 or 200,000?

15 TIM COOK: Up to 300 now.

16 MR. COX: I can break that down.

17 THE COURT: Does that include acquisition?

18 MR. COX: No, sir, that doesn't include  
19 acquisition. I'll present the numbers to the Court if  
20 we need to.

21 THE COURT: I remember that. I went back and  
22 forth on that one. I think Ms. Bonner never did what  
23 she said was going to do.

24 MR. COX: That's right, and there was a  
25 problem --

1           THE COURT: I'm getting a lot of that these  
2 days. Rule 70 is going to have to start being put  
3 into place here. Had it yesterday and had it last  
4 week.

5           So you're the other Mr. Edmondson, are you  
6 not?

7           CHRISTOPHER GERMAN: German.

8           THE COURT: You're Mr. German. I'm sorry.  
9 You were here last time?

10          CHRISTOPHER GERMAN: Yes.

11          THE COURT: Have you taken a look at these  
12 options? Do you have any interest one way or the  
13 other as to how the Court rules?

14          CHRISTOPHER GERMAN: I do have interest on  
15 how the Court rules, and I think it's somewhat unjust.

16          THE COURT: I understand that. That's the  
17 theme of the day. Okay. But they pay me to make  
18 decisions, and I have to make a decision.

19          Would y'all like to purchase the interest of  
20 TDS? I don't know what they're selling it for, but I  
21 can give you that option.

22          KENNETH EDMONDSON: Let me ask a question.  
23 When you sent us out and we spoke with Mr. Cox, he  
24 told us that he didn't have a survey of the land. We  
25 asked him -- did you not, Mr. Cox?

1           THE COURT: He's got one today and he's  
2 presenting it. So I can only deal with today. I  
3 can't deal with yesterday.

4           KENNETH EDMONDSON: He's got one today and  
5 he's presenting it and that's the way it's done here  
6 again.

7           I want the record to reflect that I am  
8 demanding a jury trial.

9           THE COURT: I'm well aware of that. For the  
10 third time, I'm going to tell you no. Okay? And  
11 don't bring it up again or I might hold you in  
12 contempt. Okay?

13           He also gave you copies of those proposals in  
14 August, so you have had three months to look at them  
15 and make a decision.

16           KENNETH EDMONDSON: The people on there are  
17 not heirs of George German. That's my point. I don't  
18 know who those people are. I don't know -- the people  
19 who he paid money to, they are not heirs of George  
20 Washington German.

21           THE COURT: According to this order, they  
22 are.

23           Ms. Gibson, have you had a chance to look at  
24 this?

25           SANDRA GIBSON: I looked at it.

1           THE COURT: Do you have any position that you  
2 would like the Court to know about -- one, the three  
3 proposals and, two, I would be glad to hear from you  
4 otherwise.

5           SANDRA GIBSON: Okay. I don't agree with any  
6 of them. Because the way it's divided, I looked at it  
7 when we first came in. They're divided to get the  
8 land by the water.

9           THE COURT: Yeah.

10          SANDRA GIBSON: And the second one is giving  
11 us a back portion we couldn't do anything with if we  
12 tried if you look at the second option. And the third  
13 option is to pay us \$210,000.

14          How much is the -- the value of the property  
15 that they're saying is \$660,000 -- I think that's  
16 right.

17          THE COURT: Something like that, yeah.

18          SANDRA GIBSON: When was that appraised?  
19 When was that appraised? How long ago was it  
20 appraised?

21          THE COURT: I can't remember.

22          MR. COX: Your Honor, if I may, that  
23 appraisal was performed by Ms. Stacy Bonner by an  
24 appraiser selected by the judge. We had nothing to do  
25 with that appraisal. But that was submitted to the

1 Court as part of complying with the Pinckney Act.

2 I can certainly go through my file and find  
3 the date of that, but that was probably a 2021  
4 appraisal perhaps.

5 THE COURT: Basically came down to 50 an  
6 acre.

7 MR. COX: \$600,000 appraisal for the  
8 property.

9 THE COURT: We thought we had 12 acres and it  
10 was about 50 an acre. Okay. All right.

11 Let me finish with her. Okay.

12 SANDRA GIBSON: That's why I'm looking at  
13 that 210,000. Okay. They purchased -- they paid  
14 Elaine Jones, five percent, \$25,000. 23 to \$25,000 to  
15 buy her five percent.

16 THE COURT: Okay.

17 SANDRA GIBSON: Okay. If her five percent is  
18 worth \$25,000 and my five percent is 210,000, we're  
19 worth 10,000 *[sic]*.

20 THE COURT: It would actually be worth 30,000  
21 if my math is good. Seven times five is 35, and y'all  
22 got 35 percent, right?

23 SANDRA GIBSON: Five percent of that 210.

24 THE COURT: I think that's 30. You check my  
25 math.

1 SANDRA GIBSON: So ten percent would be 2100.

2 THE COURT: Well, you're confusing ten  
3 percent of the whole versus ten percent of the money.  
4 All right? If you have five percent of the whole,  
5 five percent of 600,000 is 30,000.

6 SANDRA GIBSON: They're offering 210.

7 THE COURT: They're offering 210 for the  
8 thirty-five percent interest. You have one-seventh of  
9 that parcel. Five percent of the parcel being that it  
10 is one-seventh. You divide 210 by 7 and you get  
11 30,000. Okay?

12 Seven times -- I think that's right. Seven  
13 times three is twenty-one.

14 MR. COX: Your Honor, her five percent of the  
15 total value of \$600,000 would be \$30,000.

16 THE COURT: Okay.

17 MR. COX: So if we add up her five percent,  
18 it's a total of \$210,000.

19 THE COURT: So five percent, based on the  
20 appraisal, five percent value is worth 30,000. And  
21 whoever has the ten percent would be worth 60,000.  
22 Mr. Edmondson, Mr. German, under plan three, they  
23 would each get a \$30,000 benefit. Okay. All right.  
24 Does that help?

25 SANDRA GIBSON: (Witness indicated a negative

1 response.)

2 THE COURT: Okay.

3 KENNETH EDMONDSON: Your Honor.

4 THE COURT: Hold on. Let me finish with her.

5 SANDRA GIBSON: Are we able to get a  
6 reasonable appraisal at today's pricing? Because  
7 they're looking at prices in 2005.

8 THE COURT: Well, once again, see what you  
9 have done is you have done the same thing  
10 Mr. Edmondson has done is wait to the last minute and  
11 say, hey, what's it worth today?

12 This case was started in -- one was started  
13 in '20 and the other started in '21. I can't remember  
14 when the appraisal was done. Generally, you start it  
15 at the day of action being commenced is what I usually  
16 do.

17 Whatever the appraisal is, we can find it,  
18 and it will say what date the person appraised it for.  
19 I can get you that date, but I don't know what it is  
20 offhand. Okay?

21 Mr. German, let's come back to you.

22 CHRISTOPHER GERMAN: I have a similar  
23 question as to the appraisal today. When Elaine was  
24 paid 25, is that 25,000 a part of the 60 or less?

25 THE COURT: They've already purchased that.

1 CHRISTOPHER GERMAN: They purchased it based  
2 on which appraisal?

3 THE COURT: That, I don't know.

4 MR. COX: I have an appraisal if the Court  
5 wishes to look at it.

6 THE COURT: 615022, is that our property?

7 TIM COOK: Yep.

8 MR. COX: You're talking about the parcel  
9 number, sir? Yes, sir, this is the parcel 022.

10 THE COURT: Appraisal says the subject is  
11 11.98 acres. Now we find it's more like 11.2, but  
12 y'all aren't reneging on the dollar amounts, are you?

13 MR. COX: No, sir.

14 THE COURT: Okay. Good. This appraisal says  
15 385,000 that I'm looking at.

16 MR. COX: Your Honor, the appraisal that was  
17 used as part of this litigation which was requested by  
18 the Court, ordered Ms. Bonner to do it, was filed with  
19 this Court March 12th of 2021. It had a \$600,000  
20 value.

21 Now, the \$385,000 appraisal the Court just  
22 mentioned is something that goes back to the last  
23 hearing where we were describing our damages as to  
24 what the parcel was worth back at the time the loan  
25 was made for the taxes.

1 THE COURT: March of '21?

2 MR. COX: March 12, '21.

3 THE COURT: Okay. All right. I think the  
4 385 is the reason why the Court ordered the Bonner  
5 appraisal, and she came back at the 600,000.

6 MR. COX: Actually, Your Honor, the reverse.  
7 We never got an appraisal until the \$600,000 was done.  
8 The 600,000 appraisal was at the commencement of your  
9 action in 2020.

10 THE COURT: Okay.

11 MR. COX: The \$385,000 is a retroactive  
12 appraisal that we obtained as part of our evidence  
13 regarding damages.

14 THE COURT: Okay. Got it. Same guy came  
15 back later and did 600,000. What's the date on that?  
16 April something? 3/12 of '21. Estate of George  
17 German. And Mac Gibson, he had this one appraised.  
18 He said sales approach 600,000. I think he's the one  
19 that came up with the 50 an acre, which would  
20 reduce -- the acreage would reduce close to 11 acres  
21 in 600, so might be some benefit there.

22 Okay. So that was April of '21. And I think  
23 the '21 case must have been commenced about that time,  
24 wasn't it?

25 MR. COX: Yes, sir. So the \$385,000

1 appraisal wasn't performed until December of '22, a  
2 year ago. We did it as preparation of the damages  
3 hearing. That was part of proving our case. The  
4 heirs are the ones that got the \$600,000 appraisal by  
5 the same Mr. Tawes. He just went back at our request  
6 to do the retroactive appraisal.

7 THE COURT: 1620, that was done in March of  
8 '21. Let's see. When was this case filed? Okay.  
9 Got it.

10 Did I answer your question?

11 CHRISTOPHER GERMAN: It didn't answer my  
12 question because I'm trying to figure out how the  
13 offer is different than what was already paid, and  
14 then they said damages.

15 Does damages occur prior to the assessment or  
16 after the assessment? Because he's saying something  
17 about damages. How does the damages occur?

18 MR. COX: Your Honor, as I mentioned, there's  
19 two proposals here. One which requests no damages,  
20 the other request damages.

21 Our damages are at least two large  
22 components. One of them is what I will refer to as  
23 damages that constitutes prejudgement interest that's  
24 accrued since the taxes were paid.

25 THE COURT: Okay. It's based on payment of

1       taxes is where we started?   Okay.

2               MR. COX:   So prejudgement, the commission  
3       paid Mr. Leonard Brown paid by my client.   It was the  
4       cost for him to pay for the money he borrowed to pay  
5       their taxes.   Remember, he got a loan to go do that  
6       for them.

7               THE COURT:   65,000 or something crazy?

8               MR. COX:   He paid \$64,530 of their taxes on  
9       the last possible date it could be paid.   This is the  
10      redemption end date.   I took the check down there  
11      myself as I previously presented to the Court.

12              He borrowed the money.   So that's how that  
13      occurred.   So that would be interest on that.

14              THE COURT:   Otherwise, we wouldn't have  
15      anything to fight over here.

16              MR. COX:   That's right.   The property would  
17      be gone nine years ago.

18              THE COURT:   That gets into the unwritten rule  
19      of law that no good deed goes unpunished.

20              MR. COX:   That's certainly Mr. Cook's opinion  
21      today, Your Honor.   And since that time, no one from  
22      the family has ever even offered a thank you.   They've  
23      never offered to restore his money to him or anything  
24      of that nature.   The cooperation stopped the day that  
25      I tendered the check to the County.

1           The other element of damages would be  
2       recovery of attorney's fees and costs incurred as we  
3       progressed through these actions. There's two  
4       theories under which that is available.

5           One, the action where -- we call it the  
6       collection action since we consolidated with  
7       Ms. Bonner's action. We were seeking recovery of the  
8       money. The Court found there was a breach of  
9       contract.

10          And, in fact, there was a written contract  
11       the Court examined as part of the file. And it  
12       provided for attorney's fees in the event an action  
13       was required to enforce or interpret the agreement.

14          So we had attorney's fees incurred to do  
15       exactly that. That's one component of the attorney's  
16       fees and costs. The other component is that Statute  
17       15-67-110 allows this Court discretion to determine in  
18       a partition matter if attorney's fees are accessible  
19       against the parties based upon the property having  
20       been partitioned and thus a common benefit being  
21       attributed to the people. So that's squarely within  
22       this Court's discretion.

23          So those are two components of attorney's  
24       fees. I've got the supporting data in my affidavit,  
25       but it's \$126,000 plus a little bit more. But we've

1 had to fight every step of the way.

2 THE COURT: I'm with you.

3 MR. COX: Never a bit of cooperation.

4 THE COURT: I understand. That had a large  
5 part of how you got Ms. Bonner's interest?

6 MR. COX: Yes, because we had to claw our way  
7 back into her quiet title case because they would not  
8 cooperate with us. So, again, that was induced by the  
9 family's side.

10 THE COURT: Okay. All right. So let me  
11 start with Mr. German, then.

12 CHRISTOPHER GERMAN: Now, he explained how  
13 the damages were occurred. But why were they allowed  
14 to occur? If he could contact Ms. Bonner, whether she  
15 could or not, you said nobody in the family -- did he  
16 come to anyone in the family for money that he  
17 borrowed to supposedly help us? Because no one asked  
18 me anything about no money. And then after the --  
19 might have gave the money back.

20 THE COURT: I can assure you he was dealing  
21 with the lawyer.

22 CHRISTOPHER GERMAN: If we can go find this  
23 person's name and buy theirs and that person's name  
24 and buy theirs, why didn't he come to me and ask to  
25 buy my share or pay his money back?

1 THE COURT: All right.

2 CHRISTOPHER GERMAN: He's sitting there. Let  
3 him answer that.

4 THE COURT: That's fine. You got me  
5 thinking.

6 SANDRA GIBSON: He's talked about how  
7 Ms. Bonner shared with you -- this company has  
8 acquired her ten percent because of the things that  
9 they had going on -- we didn't have anything going on  
10 with Mr. Cox.

11 So Mr. Cox paid taxes for us, I was under the  
12 impression that we were paying our taxes with the  
13 lumber on the land. That's what I was told.

14 THE COURT: Say that again.

15 SANDRA GIBSON: They took the lumber off the  
16 land.

17 THE COURT: Who is they?

18 SANDRA GIBSON: Bonner told us that the land  
19 taxes were being paid by -- I asked her about the  
20 taxes. I said, well, who's paying the taxes on the  
21 land? After I found out we had ownership of the land  
22 that our grandfather left us. Who's paying the taxes?

23 She said the taxes are being paid by the  
24 lumber. They're taking the lumber on the land and  
25 selling it.

1           I pay my taxes. I was willing to pay  
2           whatever I had to pay for the taxes. Nobody ever came  
3           to us about taxes being paid. So the ten percent that  
4           you acquired from Ms. Bonner for whatever you had  
5           going on with her should suffice for that damages, I  
6           think.

7           THE COURT: I'm with you. Now, back to  
8           Mr. Edmondson. You want to be heard? Don't tell me  
9           you want a jury trial. Tell me what you want.

10          KENNETH EDMONDSON: I do want that. Is there  
11          anything -- does he have a contract that Ms. Bonner  
12          signed?

13          THE COURT: Yes. The answer to that is yes.

14          KENNETH EDMONDSON: Well, I haven't seen  
15          that.

16          THE COURT: Well, you're not Ms. Bonner.

17          KENNETH EDMONDSON: You said he had to borrow  
18          the money from the bank. So he couldn't pay  
19          anything --

20          THE COURT: All right.

21          KENNETH EDMONDSON: You gave me the space to  
22          talk. He pay the taxes. If I go pay your taxes, does  
23          that give me the right to do what they're doing now?

24          THE COURT: I'm with you. Okay. I got an  
25          idea of what I want to do.

1 KENNETH EDMONDSON: Can I submit this to the  
2 Court?

3 THE COURT: Is that your discovery stuff?  
4 Yeah, hand it to me. I'll take a look.

5 Thank you, sir.

6 MR. COX: Do you have a copy?

7 KENNETH EDMONDSON: Yes, I mailed you a copy.

8 THE COURT: Hold on. I'll give it to you.  
9 Go burn a copy. We got copies.

10 Well, I can see at the last page, this legal  
11 notice to agent, legal notice to principal. I see  
12 that in a lot of cases now what we call sovereign  
13 citizen people. I don't know if that's what this is.  
14 But may well be.

15 Yeah. It's just gobbledygook. There's no  
16 merit to that whatsoever. I've reviewed it. There's  
17 no merit.

18 Here is what I want to do. Give me your  
19 attorney's fees to date. What was that figure you  
20 had?

21 MR. COX: The attorney's fees portion of what  
22 we requested to date is \$127,241.93. That's  
23 attorney's fees and costs, and I have my affidavit for  
24 the Court with supporting invoices.

25 THE COURT: Okay. Okay. And then what was

1 the amount of the tax? I know you had the  
2 prejudgement interest on it. What was the tax bill  
3 that was initially paid?

4 MR. COX: The original tax bill we paid was  
5 \$64,534.60. In addition to that, we paid the \$3,900  
6 to Mr. Leonard Brown.

7 THE COURT: Is that a fee of some sort?

8 MR. COX: That was the realtor's fee. On top  
9 of that, just on the \$64,000 from the date it was  
10 delivered until the date of this Court's order on  
11 April 20th, 2023, prejudgement interest at the  
12 statutory rate accrued in the amount \$50,050.42.  
13 That was Mr. Cook's loss of use of the property and of  
14 the money.

15 In addition to that, he incurred at least  
16 \$24,273.23 as interest he paid on the money he  
17 borrowed to save the property for them.

18 THE COURT: I'm not following that. You got  
19 50 on one and --

20 MR. COX: Prejudgement interest that I say  
21 accrued on the \$64,000 that was ponied up. He went  
22 out and borrowed that money. So on that loan, he  
23 incurred interest on that loan. He's out of pocket of  
24 that.

25 THE COURT: All right. Isn't that double

1 dipping, then?

2 MR. COX: I would suggest to the Court that  
3 it's not for this reason. He had to borrow it. He  
4 paid it. The fact that he had to pay interest on the  
5 money, that's his damage. The Court may not find it,  
6 but that's his damage. That's what it cost him in  
7 addition to the prejudgement interest.

8 Prejudgement interest is loss of use of the  
9 land. He should have been given that land or given  
10 his money back. He got neither for nine years.

11 THE COURT: Prejudgement interest is not loss  
12 of use of land. Prejudgement interest is funds  
13 expended for which they -- duty to pay is made, and  
14 that payment came through the conveyance of  
15 Ms. Bonner's ten percent interest, did it not?

16 MR. COX: Well, it did, but I'm going to get  
17 to that point in a moment. Give you the rest of my  
18 damages.

19 I would also like to note that in addition to  
20 ordering the specific performances you did, you can  
21 find damages for a breach of contract where he was  
22 delayed transferring title to Mr. Cook.

23 THE COURT: I'm with you there.

24 MR. COX: He has a damage there.

25 THE COURT: But Mr. Edmondson's argument is

1 he isn't on that contract. That's Ms. Bonner's  
2 obligation.

3 MR. COX: I'd like to get to that. Your  
4 Honor, these folks, these heirs, have claimed we  
5 didn't know anything was going on. I don't know if  
6 they did or they didn't. But they have known it for  
7 years now.

8 And during the years now -- and that includes  
9 me serving them with a complaint that said, hey, we  
10 want our money back and we want our bargain, they've  
11 known about that for two or three years now and nobody  
12 has ever offered to restore any of that to Mr. Cook.

13 Finally got to the point last April where you  
14 said we're going to convey Ms. Bonner's interest to  
15 Mr. Cook to give him -- per the contract.

16 THE COURT: That was this year?

17 MR. COX: This year, that's right. So I hear  
18 what they're saying, and I'm a little bit sympathetic  
19 but not fully sympathetic because they never offered  
20 any cooperation any step of the way, even when they  
21 knew what we were trying to achieve, and that was to  
22 recover his money.

23 Mr. Cook filed this complaint trying to  
24 recover his money and he couldn't. So he finally  
25 ended up getting the land or, rather, Ms. Bonner's

1 interest in the land.

2 So as I figure out my damages, I total all  
3 that up, but then I back out the \$64,530, which was  
4 the original tax payment. I back that out, because he  
5 did get that in the form of getting Ms. Bonner's  
6 interest.

7 So when I work my numbers, after I take that  
8 out, the damage would be \$78,223.65. That's the  
9 prejudgement interest, the commission, and the  
10 interest he had paid on the money he borrowed.

11 THE COURT: That's the 50,000, the 24,000 and  
12 the 4,000?

13 MR. COX: Yes, sir. Right.

14 THE COURT: And that figure was?

15 MR. COX: \$78,223.65.

16 THE COURT: Okay.

17 MR. COX: So with that, when combined with  
18 the attorney's fees, is a total of \$205,465.58, the  
19 total damages.

20 THE COURT: All right. You added the 127 and  
21 the 78 and came up with what figure?

22 MR. COX: 205,465.58.

23 THE COURT: Okay.

24 MR. COX: And per my math, 35 percent share  
25 of that would be \$71,912.95.

1           THE COURT: Okay. All right. Okay. All  
2 right. I was going to add this. Mr. Cook has already  
3 paid the real estate tax bill for the property for  
4 this year. It was not much but it got that  
5 agriculture exemption that saved them thousands.

6           The heirs' share, a 35 percent share of what  
7 he paid, is \$35.79. It's minuscule but I still think  
8 it's important that he stepped up. So the total bill  
9 is \$102.26, which he paid. He's entitled to  
10 reimbursement for their share.

11          THE COURT: I'm with you. Mr. German?

12          CHRISTOPHER GERMAN: Yes, sir. Okay. I  
13 asked this question of you earlier, and I was looking  
14 for him to answer the question if he could have gotten  
15 in touch with Ms. Bonner and find out that she wasn't  
16 the sole owner of the property that he was paying the  
17 taxes for, how -- he didn't get in touch with the rest  
18 of us unless he just wanted to pay that interest to  
19 the bank, he had a choice.

20          Because, like, you could say I'm going to do  
21 you a favor and pay this for you. Now you stuck with  
22 the interest. You wouldn't pay the interest unless  
23 you can write it off on your taxes.

24          Now he says 65 percent of the property is  
25 his. So how can he be claiming damages if he's paid

1       taxes on something that's his? Now he just said that  
2       he paid our 35 percent. Here again, he didn't come to  
3       us and ask us for our share.

4               THE COURT: I'm with you.

5               Anything?

6               KENNETH EDMONDSON: I feel it's a no-win  
7       situation because the names on the deed -- the  
8       people -- how much money would it cost for me to pay  
9       them today and just take their money and have it out  
10      of the way and have the whole 11 acres back?

11              THE COURT: You're starting to think the way  
12      I'm thinking. Let me get back to that.

13              Yes, ma'am?

14              SANDRA GIBSON: I was trying to figure out  
15      what was the -- I mean, what was the value of Stacy  
16      Bonner's ten percent?

17              THE COURT: Well, it's somewhere around  
18      \$60,000, right? We just did that math a minute ago,  
19      right? We just did that math.

20              Five percent is 30, then ten percent is 60,  
21      and they paid, you know, 64,500, whatever, plus  
22      interest. Okay?

23              Starting to think like I'm thinking now.  
24      Starting to get on the same page. Now, the question  
25      you asked me what is it going to cost to buy it back.

1 KENNETH EDMONDSON: Yes.

2 THE COURT: That's the question.

3 KENNETH EDMONDSON: Yeah. Well, again --

4 THE COURT: That's going to be high.

5 KENNETH EDMONDSON: Well, that's okay.

6 That's okay. The other question, I would like to see  
7 confirmation to determine that these other people that  
8 he paid the bulk of that money to get this percentage,  
9 they're not heirs of George Washington German.

10 THE COURT: They have been determined by this  
11 Court to be heirs of George German. Okay? Right or  
12 wrong, that's what they are.

13 KENNETH EDMONDSON: Is this a hearing today  
14 or a trial? What is this?

15 THE COURT: This is a decision-making day.  
16 That's what it is.

17 Now, if you're going to buy their interest  
18 out, I've got to do the opposite math now.

19 That number is \$390,000. Okay? And then  
20 you've got these other expenses put up there, and the  
21 total you came up with was 205? Basically 205,500.

22 MR. COX: Yes, sir.

23 THE COURT: 205,500 in there. Multiply that  
24 times 65 percent.

25 Okay. I've got three options for you. I'm

1 going to give them to you in the order you sounded  
2 like you wanted them.

3 Option number one is to buy back the  
4 property. Okay? That figure is \$523,575. You've got  
5 to have an arrangement to have that paid within 45  
6 days. Okay? That represents 65 percent of the value  
7 of the property at 600,000, which is roughly 390,000,  
8 and 65 percent of the expenses that have been incurred  
9 by TDS. Okay? Which is, what I came to, 133,575.  
10 That's option number one. 523,575.

11 Option number two is the heirs, and that's  
12 the three that are in here, but there's like seven of  
13 y'all or six of y'all, is to pay \$62,000, which is 35  
14 percent of the shared expenses. And I will give you  
15 how I calculated that in a second. And then you'll  
16 get the subdivision option number two. All right?  
17 Which is the parcel to the rear which y'all didn't  
18 seem to be too happy with.

19 They provided you option two, partition with  
20 no damages. I'm telling you it's partition with a  
21 contribution towards expenses. Okay? And you get  
22 option number two, which is roughly four acres of  
23 land, but it's going to cost you \$62,000. That's  
24 option number two. That is an allotment. 62,000 to  
25 TDS, and you get the 4.2.

1           Option number three -- and, again, y'all have  
2   to have arrangements made within 45 days and payment  
3   within 45 days of that. I put you on a short  
4   timeframe because that's what the statute calls for.

5           And option number three is they buy out your  
6   interest at \$30,000 per five percent interest. Okay?  
7   So 30, 30, 30. And then the other two -- one person  
8   gets 60 and the other one gets 30, whoever those  
9   people are.

10          Kenneth Edmondson, Richard Edmondson,  
11   Christopher German, Sandra Gibson, and Rufus Harvey  
12   all would receive \$30,000, and Shirlene Edwards  
13   Carpenter would receive 60,000. Okay? And that's  
14   going to be option three is what happens in the event  
15   options one and two don't take place.

16          Tomorrow is the 1st of December. Got to know  
17   by January 15th I think it is. Where is my calendar?  
18   January 15th. Let the parties note whether y'all are  
19   going to pay \$523,575 to TDS and buy the property back  
20   or you want to pay \$62,000 to TDS and get the proposal  
21   as option number two. The Court has amended that.  
22   Have you pay a tribute toward the expense of the case.

23          I told you I would tell you how I got there.  
24   The answer to that question is 35 percent of Mr. Cox's  
25   legal fees and 35 percent of the \$50,000 carrying

1 costs for the money that they put out. Okay?

2 I'm essentially saying that Ms. Bonner's  
3 interest was purchased through the amount of the taxes  
4 paid and the fee, which is around 67, \$68,000 is what  
5 I'm saying. Okay? I'm valuing it per ten percent but  
6 a little bit more. Probably shouldn't, but I am.  
7 Okay? Just using those numbers.

8 But that's my mathematical equation on how we  
9 got to where we got to. Okay? The family, the five  
10 or six heirs, whatever it is. I gave the names out a  
11 minute ago. Can join together and pay those funds and  
12 get that interest individually in an LLC, whatever  
13 they want to do.

14 But they have got to give an answer. It's a  
15 bank holiday, the 15th. So I'll give you until the  
16 16th to get it in. But you'll need to close by the  
17 end of February of next year if you're going to pay  
18 the money.

19 And that's 62,000 with something like four  
20 acres of land. Option number two as proposed.  
21 Failure to do that in that timeframe will lead to TDS  
22 purchasing your interest at the figure of \$30,000 per  
23 five percent. Okay? So that's my ruling. All right?

24 MR. COX: May I ask a couple questions?

25 THE COURT: Sure.

1           MR. COX: As concerns buying out the heirs at  
2 \$30,000 per five percent, same question applies to  
3 their contribution towards the \$62,000 under option  
4 two, what if one member wants to contribute and the  
5 other one doesn't?

6           So if we get to that point and they haven't  
7 done anything and one of the heirs says I want to pay  
8 my contribution toward the 62 grand but none of the  
9 others do, how do we deal with it on a granular basis?

10          THE COURT: I calculated the per acre price  
11 at the 11.2 acres, and I came up with, what was it,  
12 53,500 an acre. So a little bit more than 50,000 an  
13 acre.

14          So based upon that, they can acquire their  
15 interest -- whatever their -- they can get 60,000 for  
16 it but they got to pay fifty-three-five.

17          MR. COX: I'm sorry, Your Honor. I got lost  
18 there. I apologize. Maybe I didn't phrase my  
19 question correctly.

20          What I'm thinking is that if we've got six  
21 heirs and four can put up their money and the other  
22 two can't, does it have to be a unanimous decision by  
23 the heirs?

24          THE COURT: Well, not if it's heirs property.  
25 But certainly that would be best. Okay?

1 All right. I'm with you. I'm with you.  
2 They may only get two acres. You with me? But it's  
3 going to come out of -- it sounds like you're looking  
4 at option number two. I don't think option number one  
5 is feasible. I mean, that's 525,000.

6 MR. COX: Yes, sir. That's a lot of money.  
7 But I'd also like to offer this, is that TDS is not  
8 the one that asked for the partition. That was  
9 Ms. Bonner, I think.

10 THE COURT: Well, is the status quo working  
11 for you?

12 MR. COX: I'm here to show you it's not.

13 THE COURT: I don't think so either.

14 MR. COX: And further to that, I would love  
15 to make sure we don't have to appear before this Court  
16 again. You're tired of us.

17 THE COURT: That's why I'm setting the rules  
18 the way I did. If you find that somebody has come up  
19 with some sort of percentage interest or somebody  
20 wants to pay something and somebody doesn't, then I'm  
21 going to leave it to you and see if you can work it  
22 out.

23 But I would say that those people who  
24 contribute their money are going to be getting  
25 something out of a parcel you didn't -- yeah, you did.

1       Heirs totaled, I would say it's parcel three. But it  
2       would come out of that four acre tract of land. Are  
3       you with me?

4               MR. COX: I think I understand what the Court  
5       is saying. If several of them show up, they could in  
6       fact keep their part of the land.

7               THE COURT: Yeah. Yeah.

8               MR. COX: Their percentage worth of the land.

9               THE COURT: Yeah.

10              MR. COX: And the Court would approve a  
11       subdivision plat accordingly?

12              THE COURT: Yep.

13              MR. COX: And we could incorporate that into  
14       the order so we could take it to the County and they'd  
15       record that.

16              THE COURT: If they cough up some money and  
17       they're entitled to get some land, that's the way  
18       partition in kind works.

19              This in kind payment is only a reimbursement  
20       of costs, as in lieu of selling the whole thing and  
21       taking the money off the top.

22              MR. COX: Your Honor, as concerns his costs  
23       incurred, to draw up these subdivision plats, that was  
24       about \$2,000 for the boundary plat. Can we add 35  
25       percent of that to their costs?

1           THE COURT:   Some cost in there?   Yeah.   And  
2   you may have to have some more.   I'll cross that  
3   bridge when we get to it.

4           MR. COX:    Okay.   And you'd like us to prepare  
5   an order?

6           THE COURT:   I would love that.

7           MR. COX:    I was afraid so.   All right.

8           THE COURT:   What I need is to be able to make  
9   sure I've conveyed to you what my thought process is,  
10   how I got to the numbers that I got to.   Okay?

11           The statute says nonpetitioning joint  
12   tenants, and technically you're not the plaintiff, but  
13   you are in the '21 case, which I consolidated with.  
14   Y'all are the moving party in this thing.

15           So the nonpetitioning tenants in common have  
16   always got the right of first refusal.   Okay?   That  
17   price was \$525,000.   Okay?   That's what the law  
18   allows.   All right.

19           But what I heard him say is, hey, some may  
20   and some may not want to purchase.   Okay?   \$30,000,  
21   option three, the final option is you can buy their  
22   interest for 30,000 per five percent.   That's pretty  
23   straight forward.

24           This is in the County I assume?

25           MR. COX:    Yes, sir.

1           THE COURT: Go to the County and see what you  
2 can do with it. But the middle option is in the event  
3 they wish to retain some land as a group, it would be  
4 parcel -- I'm going to call it parcel three. But  
5 there's a cost of doing that, and it's not -- as y'all  
6 proposed, it's not no cost. It's \$62,000.

7           That's a fair and equitable allocation  
8 according to this Court of the expenses that have been  
9 incurred because y'all are going to be preparing the  
10 subdivision plat for them, right?

11          MR. COX: Yes.

12          THE COURT: If they acquire it. And if what  
13 you find is some wish to contribute money and keep  
14 land, then based upon the value of \$53,500 an acre,  
15 wasn't that the figure I had, then their contribution  
16 would go from there. That's some \$62,000 divided  
17 by -- dividing that the same way, contributing towards  
18 that.

19          They still have to pay some money, but  
20 they'll get a smaller parcel of land because they have  
21 a smaller portion of it. It may not be developable,  
22 but you can certainly stroke an easement back to one  
23 acre of land or whatever it's going to be. As long as  
24 you got access to it, it's buildable land, they'll be  
25 able to use it. It's family land.

1           What I'm hearing is a lot of these people  
2       didn't know they had an ownership interest in it. We  
3       call that a gift. Okay? All right. Thank you, sir.

4           Mr. Edmondson, I don't know if that's how you  
5       were thinking, but anyway.

6           KENNETH EDMONDSON: Well, I heard you say  
7       that the statute was 45 days. Can you give us more  
8       time?

9           THE COURT: Okay. Where is my statute? It  
10      said it was 45 days. I'm only finding 40 in here.  
11      Hold on.

12           I can give you 60 days. All right?

13           KENNETH EDMONDSON: Thank you, sir.

14           THE COURT: 18-61-370 E. And that's 60 days  
15      to pay the money. I gave you 45 for an answer and  
16      another 30. I've given you 75 days.

17           I'll give you 60 days but 30 days to close.  
18      Okay? So we're talking about the end of February.  
19      All right? You got to give them an answer by --  
20      tomorrow is the 1st of December. You have to give an  
21      answer by January 31st how you're going to pay for it,  
22      how it's going to get funded. And then you need to  
23      close by March 1. Otherwise, the purchase of y'all's  
24      interest will take place. Okay?

25           KENNETH EDMONDSON: On the number one option,

1       that eliminates all of the other?

2               THE COURT:   Yeah, y'all buy it.   Y'all buy  
3       it.

4               KENNETH EDMONDSON:   That's it?

5               THE COURT:   Yes, sir.

6               KENNETH EDMONDSON:   Okay.   Can I meet with my  
7       family for a minute?

8               THE COURT:   Sure.   There's a little  
9       conference room over there.   I'm going to close the  
10      hearing out, but y'all go ahead and meet.   Just let  
11      Mr. Cox know.

12              (Off the record at 12:43 p.m. on November  
13      29th, 2023.)

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## 1 COURT REPORTER'S CERTIFICATE

2  
3 I DO HEREBY CERTIFY THAT THE TESTIMONY  
4 CONTAINED IN SAID HEARING WAS, BY ME, REDUCED TO  
5 WRITING IN THE PRESENCE OF SAID WITNESS BY MEANS OF A  
6 COMPUTERIZED TRANSCRIPTION. THE SAID HEARING IS A  
7 TRUE AND ACCURATE TRANSCRIPT OF THE WHOLE OF THE  
8 TESTIMONY GIVEN BY SAID WITNESS, AS AFORESAID.

9 I DO FURTHER CERTIFY THAT I AM NOT CONNECTED  
10 BY BLOOD OR MARRIAGE WITH ANY OF THE PARTIES OR THEIR  
11 ATTORNEYS OR AGENTS, AND THAT I AM NOT AN EMPLOYEE OF  
12 EITHER OF THEM, NOR INTERESTED DIRECTLY OR INDIRECTLY  
13 IN THE MATTER OF CONTROVERSY EITHER AS COUNSEL,  
14 ATTORNEY, AGENT, OR OTHERWISE.

15 SIGNED THIS THE 15th DAY OF DECEMBER 2023.

16   
-----

17 JOSIE ALLEN BOEHM

18 My Commission Expires 10/18/32  
19  
20  
21  
22  
23  
24  
25

# EXHIBIT H

# SMITH, COX & ASSOCIATES, LLP

ATTORNEYS AND COUNSELORS AT LAW

Geoffrey M. Smith  
W. Jamison Cox  
Micah S. Johnson  
E. Reid Green

160 East Bay Street, Suite 201  
P.O. Box 20458  
Charleston, SC 29413  
Phone 843.853.5577  
Fax 843.853.5757

W. Jamison Cox  
Email: [jcox@smithcox.com](mailto:jcox@smithcox.com)  
Writer's Extension: 105  
[www.smithcox.com](http://www.smithcox.com)

March 28, 2024

Christopher German  
4027 Olivia Drive  
North Charleston, SC 29418

Kenneth Edmondson  
337 Huntsman Drive  
Goose Creek, SC 29445

Richard L. Edmondson  
120 Darrington Ave.  
Goose Creek, SC 29445

Shirlene Edwards Carpenter  
2833 Nantucket Avenue  
North Charleston, SC 29420

Sandra Gibson  
314 Church Street  
Sumter, SC 29150

Rufus Harvey  
175 W 95<sup>th</sup> Street, Suite 12-G  
New York, NY 10025

Re: Bonner vs. German, #2020-CP10-01867 / TDS v. Bonner, et. al., #2022-CP10-02419  
Our file : 10798

Dear Ladies and Gentlemen:

The Court Order After Hearing On November 29, 2023, requires me to distribute your shares of the purchase price for your interests in the Chandler Road land near Awendaw, SC. Under that Order, I am allowed to US mail your payments to you at the addresses above but am reluctant to do that because money sent via mail is not 100% reliable.

Please take this as notice that your checks are ready and can be picked up at our office between 9:00 a.m. and 5:00 p.m. Monday through Thursday, or between 9:00 a.m. and Noon on Fridays. I ask you to bring a photo identification to confirm identity. At the time you pick up your check, you will need to sign an IRS 1099 form acknowledging receipt of your share of the funds. This is an IRS requirement. Also, each of you is responsible for your respective share of the 2023 real estate taxes. This is only a few dollars per person and will be deducted from your payment.

As to Mr. Harvey, your share will also be subject to the SC withholding tax applicable to people who are not South Carolina residents. (SC residents pay their applicable taxes when they file their SC tax returns). The withholding amount is 7% of your gain. Please speak with a tax advisor about the correct amount to be withheld and I can then prepare the form accordingly. This is a South Carolina requirement.

If you prefer, we can send your funds by wire transfer or *FedEx* if you pay the \$35 charge for each such special delivery (we can simply deduct the \$35 from your share). If you would rather save the \$35 and receive your check via US mail, that is fine. If you want to authorize another person to pick up your check for you, that is also fine, but in any of these cases we will need you to (a) confirm your instructions in writing, (b) sign and return an IRS form 1099, and (c) give us a telephone number for you which we can call to confirm your choices.

Whatever method you prefer, please give me specific instructions accordingly.

Yours truly,  
SMITH COX & ASSOCIATES, LLP  
  
Jamison Cox

# EXHIBIT I

**Notice: Consolidated with CA# 2021-CP10-02419)**

**FORM 4**

**NOTICE OF APPEAL FROM IN THE COURT OF COMMON PLEAS**

**THE STATE OF SOUTH CAROLINA**

**In The Court of Appeals**

APPEAL FROM CHARLESTON COUNTY  
Master in Equity Court

Judge Mikell R. Scarborough Master-IN-Equity,

Case Number: 2020-CP10-01867)

**RECEIVED**  
MAY 06 2024  
SC Court of Appeals

TDS of Charleston, LLC,

Respondent,

v.

Kenneth Edmondson, Christopher  
German, Shirlene Edwards  
Carpenter, Rufus Harvey

Appellant.

**NOTICE OF APPEAL**

Kenneth Edmondson) Et. al. appeals the November Order in this case. The Order was imposed by the Honorable Judge Mikell R. Scarborough on January 25, 2024. [This appeal is taken from the order of the Honorable Judge Mikell R. Scarborough on January 25, 2024, which denied appellant's Due process and lacked Jurisdiction. Appellant received written notice of entry of this order on April 9th, 2024]\* appealing to 1220 Senate Street /Columbia, South Carolina 29201 Voice: (803) 734-1890 FAX: (803) 734-1839, Exercising Appellant Court Rule 262.

April 25, 2024

**Cox, W. Jamison**  
**160 E. Bay St., Ste.**  
**201 Charleston SC**  
**29401, 29461-**

**(843) 719-4234**

Attorney for Respondent

843) 804-3909

Kenneth Edmondson, Et. al.,

Subscribed and sworn, without prejudice, and with all rights reserved.

\_\_\_\_\_,  
Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.

Kenneth Edmondson  
Signature of Affiant

**ACKNOWLEDGMENT**

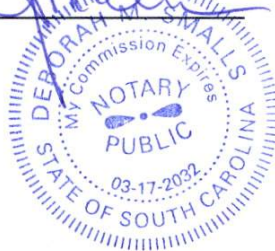
state of **SOUTH CAROLINA**

county of Charleston

On this 25th day of April, 2024, before me

personally appeared Kenneth Edmondson, to me known to be the  
person described in and who executed the foregoing instrument and acknowledged that  
he executed the same as his free act and deed, for the purposes therein set forth.

Deborah M. Smalls  
(Notary Public)



NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA

APPEAL FROM CHARLESTON COUNTY

Master in Equity Court

Judge Mikell R. Scarborough Master-IN-Equity,

CASE NUMBER: 2020-CPIO-01867

RECEIVED

MAY 06 2024

SC Court of Appeals

TDS of Charleston, LLC,

Respondent,

v.

KENNETH EDMONDSON,  
CHRISTOPHER GERMAN,  
SHIRLENE EDWARDS  
CARPENTER, RUFUS  
HARVE

Appellant.

PROOF OF SERVICE

I hereby certify that a copy of this Notice of Appeal was served in person or by Certified mail upon [The Honorable Mikell R. Scarborough 100 Broad St Ste 266 Charleston, SC 29401-2243 OFFICE: (843) 958-5070 FAX: (843) 958-5077 County: Charleston: 1220 Senate Street /Columbia, South Carolina 29201 Voice: (803) 734-1890 FAX: (803) 734-1839, Exercising Appellant Court Rule 262., TDS of Charleston LLC PO Box 248 SC, Mount Pleasant 29465 (this DAY 26 MONTH 04, 2024).

April 26, 2024

KENNETH EDMONDSON,  
CHRISTOPHER GERMAN, SHIRLENE  
EDWARDS CARPENTER, RUFUS  
HARVE

843) 804-3909  
Appellant

*Note: My appeal was hand delivered to  
Master in Equity Judge Mikell  
R. Scarborough on April 25, 2024  
My appeal was mailed to  
Cox, W. TAMISON on April 26, 2024*

Herbert H. Edmondson  
339 Huntsman Dr  
Goose Creek S.C. 29445

CERTIFIED MAIL



9589 0710 5270 0934 3059 02

RECEIVED

Charles Court  
1220 Convento Street

MAY 06 2024

SC Court of Appeals

Columbia, South Carolina. 29201

RDC 99



Retail

29201



\$5.32

R2304H108061-13

APR 26, 2024

CHARLESTON, SC 29403

FCM LETTER

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# EXHIBIT J

PAGE 1

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEAL  
APPEAL FROM CHARLESTON COUNTY

**RECEIVED**

Master in Equity Court

Judge Mikell R. Scarborough Master-IN-Equity.  
Appellate Case Number: 2024-000756

JAN 06 2025

**SC Court of Appeals**

TDS of Charleston, LLC,

Respondent,

v.

Kenneth Edmondson,  
Christopher German,  
Shirlene Edwards  
Carpenter, Rufus Harve

Appellant(s).

\_\_\_\_\_  
INITIAL BRIEF  
\_\_\_\_\_

Smith, Cox & Associates, LLP Attorney,  
For respondent TDS of Charleston, LLC  
160 East Bay Street, Suite 201  
P.O. Box 20458  
Phone 843- 853-5577 Charleston, SC 29413

December \_\_\_\_, 2024 Appellant(s)

Kenneth Edmondson, Christopher  
German, Shirlene Edwards Carpenter,  
Rufus Harve

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#### OTHER AUTHORITIES

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2. Exhibits will show the signed Quiet title and accounting etc....
3. Memorandum established Law
4. Motion for void Order will be made and all other motions as needed

STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN GRANTING QUIET TITLLE TO THE HEIRSOF WILLIAM GERMAN WITH AN SIGNED ORDER THEN REOPING THE CASE?
2. DID THE TRIAL COURT VIOLATE CONSTITUTIONAL RIGHTS TO DUE PROCESS AND EQUAL PROTECTION OF THE LAW?
3. DID THE TRIAL COURT VIOLATE CIVIL RIGHTS BY ACTING UNDER AN ABUSE OF DISCRETION BY NOT ADLLEGLY SIGNING QUIET TITLE ORDER AND FORCING PARTITION WITHOUT PROPER EVIDINCE?
4. DID TDS OF CHARLESTON HAVE A VALID CLAIM TO PROPERTY AFTER QUIET TITLE BECAUSE OF ALEDGED DEBT?
5. DID THE TRIAL COURT HAVE JURISDICTION WITHOUT PROPER SERVICE?

STATEMENT OF THE CASE

1. On November 29, 2023 Kenneth Edmondson attended a hearing with Cousin Christopher German to clear up confusion as to why they were brought back to court after a successful quiet title action Ordered which was signed and Dated June 1, 2021, Appellant's also demanded evidence of how the court removed land from Family members without Just and lawful cause based on an alleged debt between STACY L. BONNER and On TDS of Charleston. The Land in question was owned originally by the late William German TMS#: 615-00-00-022. William German Had a Will outlining his wishes to keep the land in the family and to convey it to the next of kin.

PAGE 7

The Master- IN-Equity Granted Quiet Title to the Heirs originally as stated above. On November 29, 2023 Master in Equity Stated he never signed the Order which is in conflict with what we understood and after the hearing speaking with STACY L. BONNER revealed that Mikell R. Scarborough testimony was false because in Stacy possession was the signed Order given to her by the retained Attorney.

Bruce A. Berlinsky was Originally retained to defend our interest in the case brought by TDS of Charleston to gain interest in African Americans Land under the guise of an equitable claim and Mikell R. Scarborough abused his discretion in his determination ignoring the full rights which would have secured appellants equitable interest in the Land, by accepting erroneous and convoluted facts forcing sale through fraud.

Heirs did not receive any monies in a large payout from previous case of over Eight Hundred Thousand to people who had no equitable interest in the Land characterize as Property.

#### FACTS

Facts understood are before the court can make a ruling they are required first to find out if there are any conflicts of interest in ownership, facts, Service and Due process. Mikell R. Scarborough took it upon himself to ignore the facts that;

1. The doctrine of res judicata applied through Quiet Title, barring the Respondents from raising the other issues after a Successful Quiet Title action of the Actual Heirs., 2. The Supreme Court recognized in Anderson that even though in-kind partitions are appropriate only where they may be made fairly and impartially without injury to any of the parties, there remains a statutory preference for in-kind partitions.

3. SECTION 32-3-10. Agreements required to be in writing and signed. No action shall be brought whereby:

(4) To charge any person upon any contract or sale of lands, tenements or hereditaments or any interest in or concerning them; or

(5) To charge any person upon any agreement that is not to be performed within the space of one year from the making thereof;

PAGE. 8

Unless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized.

Answer from TDS of Charleston alleging Bonner promised to pursue a quiet title action and to execute and record a deed conveying interest in the Property to TDS upon the resolution of the quiet title action. The Facts are the Quiet Title action was for the German family Heirs and TDS of Charleston Was paid in full therefore they cannot prove any debt claim or contract with the German family.

24. Despite Bonner's promises and representations, she never conveyed to TDS the 2.3 acres in the Property nor reimbursed TDS for the Fees and Taxes paid on behalf of Bonner and the German Family Defendants, even going so far as to denying TDS ever helped saved the Property. Land was not conveyed because they had no interest in the property after or before quiet title action which The German family and Heirs have 100% interest and No one in the German family Made such a deal because STACY L. BONNER cannot speak for us these are mere unfounded claims with no proof.

2. Proper Service requires personal service. See State v. Sullivan 127 S.C. BB&T v. Taylor An act is willful if done voluntary and intentionally with the specific intent to fail to do something the law requires to be done; with bad purpose either to disobey or disregard the law Wilson v. Walker furthermore, the person allegedly providing the service, upon information and belief, is not the sheriff or his deputy or any other duly constituted law enforcement officer, also take note Respondents Affidavits are not according to Law. When contested the validity must be properly sworn under oath in Order to be relevant evidence, Rule 401; my actions are out of necessity and not disregard. This is not only an injury to me and family but to the public. Proper Members of the German family did not receive Notice and other members given Notice were improper in that they had no equitable interest in the Estate of William German.

1. SECTION 15-5-90.Survival of right of action.

Causes of action for and in respect to any and all injuries and trespasses to and upon real estate and any and all injuries to the person or to personal property shall survive both to and against the personal or real representative, as the case may be, of a deceased person and the legal representative of an insolvent person or a defunct or insolvent corporation, any law or rule to the contrary notwithstanding.

2. The courts were made into a Court of Ambush, denying me of rights that would not have placed an undue burden on the Plaintiffs or the court. It is obvious who the true holders in due course are. Merely having paperwork doesn't mean you have a legitimate claim. This is why I requested and demanded the Plaintiff produce discovery Rule 26 -37.
3. South Carolina is a Lien Theory State. The plaintiff has the Obligation of Showing Jurisdiction and that they have the right to collect a debt" TDS of Charleston never proved this after several of my attempts through original discovery Documents to obtain the material facts and other supportive evidence showing where the alleged money came from and factually, did TDS of Charleston lose any money if it was borrowed from Crest Bank. Using false or fraudulent evidence involves a corruption, see United States v. Agurs , see also Miller v. Pate, Darden v. Wainwright, Improper Argument and Manipulation or misstatement of evidence violates due process, Cf. Mesarosh v. United States.
4. **SECTION 15-5-45.**Capacity of partnerships to sue and be sued; effect of judgment.

TDS of Charleston have no valid money or debt claim. I have a right to sue the bond of TDS of Charleston and ...which the bond of record is not the required amount, in addition to the formal request submitted to the Master In Equity for certified copies of his Oath of Office, Bond, Anti-Trust statement, and Anti-Bribery statement, all of which have NOT been provided, and are in direct violation of The South Carolina Code Of Laws Unannotated, Title 8, Chapter 3, Section 8-3-210, And 8-3-220. Also, bring suit against TDS of Charleston for engaging in unprofessional Conduct, fraud and Negligence. Statute of Frauds SECTION 32-3-10. Agreements required to be in writing and signed.

PAGE. 10

No action shall be brought whereby:

- (1) To charge any executor or administrator upon any special promise to answer damages out of his own estate;
- (2) To charge the defendant upon any special promise to answer for the debt, default or miscarriage of another person;

If the lawsuit is based upon a loan you must allege that the loan was made. If their action is based upon acquisition of the loan you still must allege that the loan was made and that they actually paid for acquisition of the loan. Otherwise the claim is speculative, fraudulent and cannot invoke the jurisdiction of the Court. Without that the second requirement is impossible to meet — that you have suffered damages as a result of the making the loan and the borrower not repaying it. These are not mere empty recitals. Without them, no lawsuit can continue.

The basis for a trial in which the evidence would be presented would be the Sworn Affidavits and Complaint. If the Complaint requires that ownership of a real loan be present at the time the Complaint is filed then the Court's jurisdiction has never been invoked. The Court has no choice as it is plain on its face that there has been a deprivation of my rights and civil liberties. And the reason for this is that it is very well-settled that when you bring a matter to court that there must be an actual controversy and a plea for relief that can be legally granted. a." Fed. R. Civ. P. 56(e)(1).

A party who submits evidence in the form of affidavits must do so in the proper, authenticated form. Even at a preliminary stage of trial, courts should not permit admission of documents that do not strictly comply with procedural rules. It is imperative that a party's sworn submission be sufficient in execution and substance, as well as consistent with prior assertions, to ensure the integrity of the process.

- a. The Courts and Practitioners also should examine opposing counsel's submissions and move to strike any that do not meet the clear standards set forth for admissible affidavits and sworn statements.
- b. The mere signing of a statement in the presence of a notary, or a notary's placement of an "acknowledgment" on a statement, does not constitute a sworn statement or affidavit. In *Orsi v. Kirkwood*, 999 F.2d 86, 91 (4th Cir. 1993),

PAGE. II

Furthermore Harlow v. Fitzgerald (points) inter alia- among other things. Executive officials in general are usually entitled to only qualified or good faith immunity. Such immunity is not available if the official asserting the defense took the action with malicious intention to cause a deprivation of constitutional rights or other injury see Wood v. Strickland.

Constitutional requirements of due process apply to garnishment and prejudgment attachment procedures whenever state officers act jointly with a private creditor in securing the property in dispute. Sniadach v. Family Finance corp.

**Injury:**

PAGE. 12

Due to the above mentioned facts Appellant's Land rights are violated by Misrepresentation of the facts cranial fraud to Steal Land from the rightful Heirs of William German resulted not only in the foreclosure of our Land aka property, but the foreclosure of my ability to challenge the validity of debt with an undisclosed equitable creditor, or with the alleged legal owner of the loan in the property records. We (my family...PHYSICALLY EJECTED DURING A PANDEMIC, AGAINST STATE AND FEDERAL MANDATES PROHIBITTING SUCH ACTIONS!!!!!!), have suffered extreme mental anguish and loss of time from work including but not limited to doctor visits, I have also suffered from an extreme miscarriage of justice and inequity, being that Mikell R. Scarborough has caused our Land referred to as property to be listed for sale by color of law. And my family has undergone tremendous stress and tension By Mikell R. Scarborough fraudulent actions and In South Carolina Mikell R. Scarborough is well known for fraudulent, wanton and negligent practices. Everyone must have equal access to the courts under the Human Rights Act. There is also the right to a fair and public hearing. Citing: Montgomery vs State; The duty rest upon all courts, State and federal, to guard, protect, and enforce every right granted or secured by the Constitution whenever such rights are involved in any proceeding before the court and the right is duly and properly claimed or asserted.

**Relief**

WHEREFORE, I the Appellant (s) would like the court to grant a new, fair and impartial trial to have a chance to void and vacate the court order(s) based on the established law and precedents of stare decisis voiding the original hearings for Due process violations and resolve this Matter Peacefully if Possible, if Representing TDS of Charleston cannot produce evidence before the court to support their claim of money or real debt they have a clear Conflicts of interest. Further request/Pray judgment against defendant(s) Representing TDS of Charleston for economic, Civil Tort, damages and psychological damages as well as compensatory damages plus costs and fees in the Amount determined by the courts and respectfully ask this Court for leave to move for punitive damages. I was violated by fraud, negligence, unprofessional Conduct and never contacted about any mediation process or given the proper notices that would have allowed me the ability to properly negotiate. Which caused a deprivation of my civil liberties; and constitutional secured rights to Due process and a fair and impartial trial.

#### ARGUMENTS

I. Respondent TDS of Charleston has not proven that he/she/or the corporate organization has a true claim to the German Heirs Land after they were not Named in a Singed Quiet title action or suffered any Personal Financial injury for which relief can be granted with any factual documentation to date.

II. Respondent TDS of Charleston has repeatedly violated my Civil Liberties and denied me my Constitutionally Secured Rights to Due Process, Misrepresentation and fraud by Testifying that they

PAGE. 14

produced LEGAL and LAWFUL Title when their ownership is in question made by Affidavits that fail the standards of Rule 56 (e) issued under the FRCP.

III. Respondent TDS of Charleston Never Served the other members of the German Family  
There was a lack of proper Notice also they introduced a witness in this alleged matter to which I or others of the German family have no contract with as well as the court going forward on a unfair partition Sale without the proper facts being considered

#### CONCLUSION

For the reasons stated, this Court should reverse the judgment of the Master IN Equity  
Court and I pray grant me a New Trial.

Smith, Cox & Associates, LLP Attorney,  
For respondent TDS of Charleston, LLC  
160 East Bay Street, Suite 201  
P.O. Box 20458  
Phone 843- 853-5577 Charleston, SC 29413

December \_\_\_\_, 2024 Appellant(s)

Respectfully submitted,  
Kenneth Edmondson, Christopher  
German, Shirlene Edwards Carpenter,  
Rufus Harve

**PROOF OF SERVICE FOR INTIAL BREIF AND DEGSIGNATION OF  
MATTER**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEAL  
APPEAL FROM CHARLESTON COUNTY  
Master in Equity Court  
Judge Mikell R. Scarborough Master-IN-Equity,

**RECEIVED**

JAN 06 2025

**SC Court of Appeals**

Appellate CASE NUMBER: 2024-000756

TDS of Charleston, LLC,

Respondent,

v.

KENNETH EDMONDSON,  
CHRISTOPHER GERMAN,  
SHIRLENE EDWARDS  
CARPENTER, RUFUS  
HARVE

Appellant(s).

**PROOF OF SERVICE**

I hereby certify that a copy of the Initial Brief and Degeneration Of Matter was served in person or by Certified mail upon [W Jamison Cox 160 East Bay Street, Suite 201 Charleston, SC 29401, The Honorable Mikell R. Scarborough 100 Broad St Ste 266 Charleston, SC 29401-2243 OFFICE: (843) 958-5070 FAX: (843) 958-5077, The County of Charleston Common Pleas 100 Broad Street, Suite 143 Charleston, SC 29401 TDS of Charleston LLC PO Box 248 SC, Mount Pleasant 29465 and Exercising Appellant Court Rule 262 1220 Senate Street /Columbia, South Carolina 29201 Voice: (803) 734-1890 FAX: (803) 734-1839, (This DAY 22 MONTH JAN, 20 25).

Smith, Cox & Associates, LLP Attorney,  
For respondent TDS of Charleston, LLC  
160 East Bay Street, Suite 201  
P.O. Box 20458  
Charleston, SC 29413

Phone 843- 853-5577

December \_\_\_\_, 2024

KENNETH EDMONDSON,  
CHRISTOPHER GERMAN, SHIRLENE  
EDWARDS CARPENTER, RUFUS  
HARVE

Appellant(s)

Subscribed and sworn, without prejudice, and with all rights reserved.

Kenneth Edmondson  
Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.

Kenneth Edmondson  
Signature of Affiant

### ACKNOWLEDGMENT

state of SOUTH CAROLINA

county of Charleston

On this 2nd day of January, 2025, before me

personally appeared Kenneth Edmondson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, for the purposes therein set forth.

Collin Davis  
(Notary Public)



KENNETH EDMONDSON  
337 HUNTSMAN DR.  
GOOSE CREEK SC 29445



9589 0710 5270 2440 4530 23

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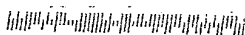
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COLUMBIA, SOUTH CAROLINA 29211

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JAN 06 2025

SC Court of Appeals



# EXHIBIT K

|                         |   |                                            |
|-------------------------|---|--------------------------------------------|
| STATE OF SOUTH CAROLINA | ) | IN THE COURT OF COMMON PLEAS               |
|                         | ) | NINTH JUDICIAL CIRCUIT                     |
| COUNTY OF CHARLESTON    | ) | CASE NO. 2020-CP10-01867                   |
|                         | ) | <i>(Consolidated with 2021-CP10-02419)</i> |
|                         | ) |                                            |
| STACY L. BONNER,        | ) |                                            |
| Plaintiff,              | ) |                                            |
|                         | ) |                                            |
| vs.                     | ) | NOTICE OF HEARING                          |
|                         | ) | ON NOVEMBER 29, 2023                       |
|                         | ) | (with Proof of Service thereon)            |
| JOHN HENRY GERMAN, JR., | ) |                                            |
| Et. al.,                | ) |                                            |
| Defendants.             | ) |                                            |
|                         | ) |                                            |

TO ALL PERSONS WITH AN INTEREST HEREIN: Please take notice a hearing has been scheduled before the Honorable Mikell Scarborough on **Wednesday November 29, 2023 at 11:00 a.m.** in the Master-in-Equity Courtroom on the 2<sup>nd</sup> floor of the Charleston County Courthouse at 2 Courthouse Square, Charleston, SC 29401. The purpose of the hearing is for the Court to determine partition of the property which is the subject matter of this action, request by TDS of Charleston, LLC for damages, and such other matters as the Court deems appropriate.

Dated: August 31, 2023

/s/ Jamison Cox  
 SC Bar ID 2883  
 Smith Cox & Associates, LLP  
 160 E. Bay Street, Suite 201  
 Charleston, SC 29401  
 Tel: (843) 853-5577 ext. 105  
 Email: [jcox@smithcox.com](mailto:jcox@smithcox.com)  
 Attorneys for TDS of Charleston, LLC

Affidavit of Service by Certified US Mail

I, the undersigned, declare under penalty of perjury that I am a citizen of the United States, over the age of 18 years and am not a party to, or interested in, the within entitled action, and that my business address is 160 East Bay Street, Suite 201, Charleston, South Carolina, 29401. On the date last written below, I served a true copy of: Notice of Hearing on November 29, 2023, in the matter of STACY L. BONNER v. JOHN HENRY GERMAN, JR. ET. AL. Case 2020-CP-10-01867 (*Consolidated with 2021-CP10-02419*) by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid for a Certified U.S. Mail delivery with Domestic Return Receipt thereon, and deposited on August 31, 2023, in the U.S. mail addressed as follows:

Richard L. Edmonson  
120 Barrington Ave.  
Goose Creek, SC 29445

Kenneth Edmonson  
337 Huntsman Drive  
Charleston, SC 29445

Shirlene Edwards Carpenter  
2833 Nantucket Ave.  
North Charleston, SC 29420

Rufus Harvey  
175 W. 95th St #12G  
New York, NY 10025

Sandra Gibson  
314 Church Street  
Sumter, SC 29150

Christopher German  
4027 Olivia Drive  
North Charleston, SC 29418

Stacey M. Bonner  
3837 Hamilton Street, #304,  
Hyattsville, MD 20781

I declare under penalty of perjury under the laws of South Carolina that the foregoing is true and correct.

Dated: August 31, 2023  
/s/ Laura Webster

# EXHIBIT L

8350

SMITH COX & ASSOCIATES LLP  
IOLTA II  
160 EAST BAY STREET SUITE 201  
CHARLESTON, SC 29401

SOUTH ATLANTIC BANK  
MYRTLE BEACH, SC 29577  
67-826/532

1653

03/28/2024

DATE 29,994.89 AMOUNT

Twenty Nine Thousand Nine Hundred Ninety Four And 89/100 Dollars

PAY Richard L. Edmondson

TO THE  
ORDER OF

Net Proceeds (\$30,000.00 less 5% of \$102.26=\$5.11) / SCMN-10798-24P

AUTHORIZED SIGNATURE

Security Features: Double or Bank

⑈001653⑈

Check 1653 Date: 04/08 Amount: \$29,994.89

# EXHIBIT M

**FORM 14**  
**DESIGNATION OF MATTER TO BE**  
**INCLUDED IN THE RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEAL  
APPEAL FROM CHARLESTON COUNTY

Master in Equity Court

Judge Mikell R. Scarborough Master-IN-Equity,  
Appellate Case Number: 2024-000756

**RECEIVED**

**JAN 06 2025**

**SC Court of Appeals**

\_\_\_\_\_

TDS of Charleston, LLC,

Respondent,

v.

Kenneth Edmondson,  
Christopher German,  
Shirlene Edwards  
Carpenter, Rufus Harve

Appellant(s).

**DESIGNATION OF MATTER TO BE**  
**INCLUDED IN THE RECORD ON APPEAL**

Appellant proposes the following be included in the Record on Appeal:

1. Order Dated June 1, 2021;
2. Order Dated November 29, 2023
3. Motion to enter into the record issues not discussed at trial
4. Due Process violations
5. Service and proof of Service
6. Quiet Title
7. Affidavits will show the real Heirs to William German etc...;
8. Transcript of Proceedings
9. Exhibits will show the signed Quiet title and accounting etc...

I certify that this designation contains no matter which is irrelevant to this appeal.

PAGE 2

Smith, Cox & Associates, LLP Attorney,  
For respondent TDS of Charleston, LLC  
160 East Bay Street, Suite 201  
P.O. Box 20458  
Phone 843- 853-5577 Charleston, SC 29413

December \_\_\_\_, 2024 Appellant(s)

Respectfully submitted,  
Kenneth Edmondson, Christopher  
German, Shirlene Edwards Carpenter,  
Rufus Harve

**PROOF OF SERVICE FOR INTIAIL BREIF AND DEGSIGNATION OF  
MATTER**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEAL  
APPEAL FROM CHARLESTON COUNTY  
Master in Equity Court  
Judge Mikell R. Scarborough Master-IN-Equity,

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JAN 06 2025

**SC Court of Appeals**

Appellate CASE NUMBER: 2024-000756

TDS of Charleston, LLC,

Respondent,

v.

KENNETH EDMONDSON,  
CHRISTOPHER GERMAN,  
SHIRLENE EDWARDS  
CARPENTER, RUFUS  
HARVE

Appellant(s).

**PROOF OF SERVICE**

I hereby certify that a copy of the Initial Brief and Degeneration Of Matter was served in person or by Certified mail upon [W Jamison Cox 160 East Bay Street, Suite 201 Charleston, SC 29401, The Honorable Mikell R. Scarborough 100 Broad St Ste 266 Charleston, SC 29401-2243 OFFICE: (843) 958-5070 FAX: (843) 958-5077, The County of Charleston Common Pleas 100 Broad Street, Suite 143 Charleston, SC 29401 TDS of Charleston LLC PO Box 248 SC, Mount Pleasant 29465 and Exercising Appellant Court Rule 262 1220 Senate Street /Columbia, South Carolina 29201 Voice: (803) 734-1890 FAX: (803) 734-1839, (This DAY 22 MONTH 3, 2025 .

Smith, Cox & Associates, LLP Attorney,  
For respondent TDS of Charleston, LLC  
160 East Bay Street, Suite 201  
P.O. Box 20458  
Charleston, SC 29413

Phone 843- 853-5577

December \_\_\_\_, 2024

KENNETH EDMONDSON,  
CHRISTOPHER GERMAN, SHIRLENE  
EDWARDS CARPENTER, RUFUS  
HARVE

Appellant(s)

Subscribed and sworn, without prejudice, and with all rights reserved.

Kenneth Edmondson  
Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.

Kenneth Edmondson  
Signature of Affiant

### ACKNOWLEDGMENT

state of SOUTH CAROLINA

county of Charleston

On this 2nd day of January, 2025, before me

personally appeared Kenneth Edmondson, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, for the purposes therein set forth.

Collin Davis  
(Notary Public)



KENNETH EDMONDSON  
337 HUNTSMAN DR.  
GOOSE CREEK SC 29445



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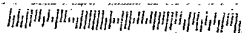
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| Thu 02/27/2025              |     |            |         |
| Insurance                   |     |            | \$0.00  |
| Up to \$100.00 included     |     |            |         |
| Certified Mail®             |     |            | \$4.85  |
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| Return Receipt              |     |            | \$4.10  |
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Grand Total: \$19.45

Debit Card Remit \$19.45

Card Name: VISA  
 Account #: XXXXXXXXXXXXX0500  
 Approval #: 001700  
 Transaction #: 863  
 Receipt #: 055572  
 Debit Card Purchase: \$19.45  
 AID: A0000000980840 Chip  
 AL: US DEBIT  
 PIN: Verified

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February 25, 2025

VIA United States Certified Mail and  
EMAIL (ctappfilings@sccourts.org)

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



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**Feb 25 2025**

**SC Court of Appeals**

RE: TDS of Charleston, LLC, Respondent v. Kenneth Edmondson, Appellant  
Appellate Case No. 2024-000756

Dear Ms. Kitchings:

On behalf of Respondent TDS of Charleston, LLC, attached for filing, please find the following:

1. Respondent's Motion to Dismiss Appeal; and
2. Proof of Service.

Please be advised that a check from The Law Office of Jesse Sanchez, LLC for the fifty-dollar (\$50.00) filing fee has been deposited in today's outgoing mail.

Thank you for your assistance with this matter. Should you have any questions or wish to discuss the filing, please do not hesitate to contact me directly.

Sincerely,

s/Jesse Sanchez

Jesse Sanchez (SC Bar No. 101906)

Cc: Kenneth Edmonson (Via U.S. First Class Certified Mail)  
W. Jamison Cox, Esq. (Via email only)

**THE LAW OFFICE OF JESSE SANCHEZ, LLC**

751 Johnnie Dodds Blvd., Suite 200, Mount Pleasant, SC 29464 P: 843.814.8181 F: 843.284.3953  
jesse@jessesanchezlaw.com jessesanchezlaw.com