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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

Thomas W. McGee, III, Circuit Court Judge

Case No.: 2024-CP-38-01328

Stephen L. Kampney, III, Trustee of the Stephen L. Kampney, III Revocable Living Trust dated May 14, 2018 and any amendments thereto,.......................................Plaintiff,

v.

The Estate of Jessica D. Ulmer a/k/a Jessica Dantzler Ulmer a/k/a Jessica Valerie Ulmer a/k/a Jessica Valerie Dantzler Ulmer; James Shadrach Ulmer, Jr.; Angeline Maria Ulmer Williams, and Any and all unknown heirs of Jessica D. Ulmer a/k/a Jessica Dantzler Ulmer a/k/a Jessica Valerie Ulmer a/k/a Jessica Valerie Dantzler Ulmer and any other persons who are unknown who may claim or have any right, title, estate, interest in, or lien upon the real estate described in the Complaint herein, being a class designated Jane Doe; and Any unknown persons under a legal disability, a Minor or person incarcerated, being a class designated as RICHARD ROE; and Any unknown persons who may be in the military service of the United States of America being a class designated as JOHN DOE: said real property is shown on Lexington County, South Carolina Tax Map NO.013800-01-045..Defendants.

And

Angeline Maria Ulmer Williams,.........................Counter Plaintiff/Third-Party Plaintiff

v.

James R. Eckstrom, in his capacity as Lexington County Treasurer,Third-Party Defendant.

Angeline Maria Ulmer Williams is the..Appellant.

Stephen L. Kampney, III, Trustee of the Stephen L. Kampney, III Revocable Living Trust dated May 14, 2018 and any amendments thereto; The Estate of Jessica D. Ulmer a/k/a Jessica Dantzler Ulmer a/k/a Jessica Valerie Ulmer a/k/a Jessica Valerie Dantzler Ulmer; James Shadrach Ulmer, Jr.; and Any and all unknown heirs of Jessica D. Ulmer a/k/a Jessica Dantzler Ulmer a/k/a Jessica Valerie Ulmer a/k/a Jessica Valerie Dantzler Ulmer and any other persons who are unknown who may claim or have any right, title, estate, interest in, or lien upon the real estate described in the Complaint herein, being a class designated Jane Doe; and Any unknown persons under a legal disability, a Minor or person incarcerated, being a class designated as RICHARD ROE; and Any unknown persons who may be in the military service of the United States of America being a class designated as JOHN DOE: said real property is shown on Lexington County, South Carolina Tax Map NO.013800-01-045; and James R. Eckstrom, in his capacity as Lexington County Treasurer, are the..Respondents.

APPELLANT'S INITIAL BRIEF

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CASES

STATEMENT OF ISSUE ON APPEAL

DID THE COURT ERR IN DENYING THE ENFORCEMENT OF A SETLEMENT AGREEMENT PRESENTED TO APPELLANT AND ACCEPTED BY APPELLANT IN WRITING?

STATEMENT OF THE CASE

The Plaintiff/Respondent commenced this case by filing and serving a Summon & Complaint seeking Declaratory Judgment the Plaintiff is entitled to an Easement by Necessity or by Implied Prior Use to a property purchased by the Plaintiff at a Tax sale. The Appellant/Counter Plaintiff/Third-Party Plaintiff duly filed her Answer and Counterclaim and Third-Party Complaint against the Lexington County Treasurer, controverting the material allegations of the Plaintiff's Complaint and, by way of Counterclaim and Third-Party Complaint against the Lexington County Treasurer, for Declaratory Judgment that the requirements of the law for sale of the property at issue were not met, the Tax sale is invalid, and the Tax Deed to the Plaintiff/Respondent is void and has no legal effect of conveying or vesting title in the Plaintiff/Respondent. The Plaintiff/Respondent filed a Reply controverting the allegations. The Third-Party Defendant Lexington County Treasurer filed an answer controverting the allegations.

As the underlying facts showed fundamental defects in the tax sale proceedings and the property consisting of 80.81 acres was sold for $8,000 to satisfy a 2015 Delinquent Tax in the amount of $261.01, the Plaintiff/Respondent circulated a Consent Order Overturning Tax Sale and Concluding Case to which the Appellant/Counter Plaintiff/Third-party Plaintiff consented. In *Tyler v. Hennepin County, Minnesota*, the United States Supreme Court unanimously held that the county seizing a condo and selling it for $40,000 to satisfy a $15,000 outstanding tax debt then retaining the remaining $25,000 was an unconstitutional taking. In this case, the balance of the $8,000.00, after being applied to the delinquent taxes, was retained by Lexington County and is an unconstitutional taking.

The Plaintiff/Respondent put the terms of the consent agreement of the parties to overturn the tax sale into a written Settlement and Release Agreement (TR 6, lines 1-5) which was accepted by Appellant/Counter Plaintiff/Third-Party Plaintiff. The Appellant/Counter Plaintiff/Third-Party Plaintiff executed the Settlement and Release Agreement and returned it with her check payable to Respondent/Plaintiff to fully comply in writing with the settlement of the case (TR 7, lines 7-9). It can be noted that the Lexington County Treasurer has confirmed the Lexington County Treasurer could reverse the money and returned to Respondent/Plaintiff (TR 17, lines 24-25/TR18 lines 1-2). The Respondent/Plaintiff failed to proceed with the settlement agreement he authorized his attorney to offer which was accepted and complied with by the Appellant/Counter Plaintiff/Third-party Plaintiff.

The case came before the Court on the Appellant/Defendant Motion to Enforce Settlement and was heard on December 2, 2025, by Thomas W. McGee, III. The Court entered a Form 4 Order on December 2, 2025, stating the Motion to Enforce Settlement was respectfully denied

Appellant duly filed and served a Notice of Appeal and Proof of Service with the South Carolina Court of Appeals and the Orangeburg County Clerk of Court. Notice of Appeal was served on December 30, 2025, an Amended Notice of Appeal was served on January 14, 2026, and this appeal followed.

STANDARD OF REVIEW

This is an action at law. An action to construe a written unambiguous contract, here a settlement agreement, is an action at law with the primary objective to ascertain and give effect to the intentions of the parties. *Texcon, Inc. v. Anderson Aviation, Inc.*, 284 S.C. 307, 326 S.E. 2d 168 Ct App. 1985).

ARGUMENT

THE COURT ERRED IN DENYING THE ENFORCEMENT OF A SETLEMENT AGREEMENT PRESENTED TO APPELLANT IN WRITING AND ACCEPTED BY APPELLANT?

The motion to enforce the settlement was filed for the court to construe the written unambiguous contract authored and presented by Respondent/Plaintiff. The primary objective for the court was to ascertain and give effect to the intentions of the parties which was to settle the litigation. The settlement agreement is enforceable under the common law as a contract. Here there was a consensual agreement which was with the external formality of a settlement agreement which fixed the obligations. See Black's Law Dictionary, Fifth Edition, regarding consensual and real contracts under the common law.

An offer is the manifestation of willingness to enter into a bargain, so made to justify another person in understanding his assent to that bargain is invited and will conclude it. *Restatement (Second) of Contracts*, Section 24 (19810 cited in *Carolina Amusement v. Connecticut Nat.*, 437 S.E. 2d 122 (S.C. App. 1993). The words and other acts communicated by Respondent/Plaintiff have but one reasonable meaning which was to settle the litigation and receive the money he paid at the tax sale with interest. See *Restatement of Law of Contracts,* Vol. I, Section 71, p. 74 cited in *Lucy v. Zehmer*, 84 S.E.2d 516 (Ct App Va. 1954). The Settlement agreement sets forth the agreement between the parties upon sufficient consideration to do the particular act of voiding the tax sale and the money paid by the Respondent/Plaintiff be refunded with interest. *Benya v. Gamble*, 321 S.E.2d 57, 282 S.C. 624 (S.C. App. 1984).

CONCLUSION

Based upon the undisputed record that the Respondent/Plaintiff proposed the settlement of the case on terms accepted by the Appellant/Counter Plaintiff/Third-party Complaint and to which the Third-Party Defendant agreed to comply, the Settlement Agreement should be enforced resolving the litigation between the parties. Upon ruling by the Court of Appeals, the case should be remitted under Rule 58, SCRCP, to the trial court for enforcement of the settlement.

June 10, 2026

Respectfully submitted,

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