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THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM GEORGETOWN COUNTY  
Court of Common Pleas

RECEIVED

Larry B. Hyman, Jr., Circuit Court Judge MAY 04 2016

SC Court of Appeals

CASE NO. 2013-CP-22-001231

MELANIE J. NEWMAN, MELISSA J. ARCE, WINONA M. NEWMAN,  
AND CHRISTOPHER J. NEWMAN..... Appellants

vs.

VIRGINIA K. NEWMAN, INDIVIDUALLY AND VIRGINIA K. NEWMAN,  
AS PERSONAL REPRESENTATIVES OF THE ESTATE OF  
JOHN PERCY NEWMAN..... Respondents

IN RE: ESTATE OF JOHN PERCY NEWMAN

And

VIRGINIA K. NEWMAN, INDIVIDUALLY AND VIRGINIA K. NEWMAN,  
AS PERSONAL REPRESENTATIVE OF THE ESTATE OF  
JOHN PERCY NEWMAN..... Respondents

vs.

MELANIE J. NEWMAN, MELISSA J. ARCE, WINONA M. NEWMAN,  
AND CHRISTOPHER J. NEWMAN..... Appellants

IN RE: ESTATE OF JOHN PERCY NEWMAN

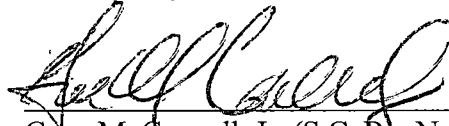
JOINT MOTION FOR REMAND TO PROBATE COURT

YOU WILL PLEASE TAKE NOTICE that the undersigned moves the Court for an Order remanding the above-captioned case to the Probate Court to effectuate a settlement between the parties which requires Probate Court approval. Attached hereto is a copy of the signed settlement agreement which counsel intends to submit to the Probate Court upon

remand of this matter. The parties further request that this appeal be held in suspension until such time as the Probate Court can hold a hearing on the proposed settlement.

WHEREFORE, Appellants, with the consent of the Respondents, move the Court for an Order of Remand and for a suspension of all time deadlines in this matter until the Probate Court can hear and approve the proposed settlement.

KELAHER, CONNELL & CONNOR, P.C.



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WILLIAMS LAW FIRM, LLC



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May 2, 2016

**Attorneys for Appellants**

I CONSENT:



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**Attorney for Respondents**

State of South Carolina )  
 )  
County of Georgetown )

In the Probate Court for the  
Fifteenth Judicial Circuit  
Case No. 2011-ES-22-415

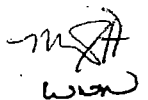
**COPY**

Melanie J. Newman, Melissa J. Arce, )  
Winona M. Newman, and Christopher J. Newman, )  
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Petitioners, )  
 )  
vs. )  
 )  
Virginia K. Newman, individually, and )  
Virginia K. Newman, as Personal Representative )  
of the Estate of John Percy Newman, )  
 )  
Respondents. )  
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In Re: Estate of John Percy Newman )  
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Virginia K. Newman, individually, and )  
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Winona M. Newman, and Christopher J. Newman, )  
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Respondents. )  
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In Re: Estate of John Percy Newman )  
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**CONSENT ORDER APPROVING COMPROMISE AGREEMENT**

This matter is before me as Probate Court Judge for Georgetown County to hear and decide all controversies in the Estate captioned above following a hearing held in chambers



on April \_\_\_\_\_, 2016, at which time the attorneys for the parties placed on record the terms of and the framework for the agreements, the details of which are reflected within this Consent Order. The attorneys for the parties appeared before me at 10:00 a.m. on May \_\_\_\_\_, 2016, with all interested parties having previously received and waived notice of the hearing, and with no persons present at the hearing except the attorneys for the Personal Representative of the Estate of John Percy Newman, hereinafter "the Estate," and the attorneys for Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman. Present at the hearing were Charles Owen Nation, II, and Eric G. Armstrong, attorneys representing the Personal Representative for the Estate, as well as Brana J. Williams and Gene M. Connell, Jr., Esquire, the attorneys representing Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman, the children of John Percy Newman.

Notice of the hearing was properly given to or waived by all interested parties, and no persons other than the attorneys for the parties appeared at the hearing. The Personal Representative, all Creditors of all Claims, as defined herein, and beneficiaries in the Estate, and all interested parties, have reached a written compromise which resolves all issues in the Estate as reflected below.

The terms of this Consent Order address the agreements under which the claims timely filed in the Estate, and the claims which could have been filed in the Estate have been resolved, one claim being filed by Winona M. Newman, and potential claims inhering in Virginia K. Newman for loans to the Estate, and in Nation Law Firm, P.C. for compensation for fees incurred in representing the Personal Representative of the Estate; all actual and potential claims are collectively referred to herein as "the Claims."

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The terms of this Consent Order address any and all issues related to the Lis Pendens, Summons and Petition filed by the Personal Representative for the Estate, which requests authorization for the Personal Representative of the Estate to take certain actions which include, but are not limited to, the execution of this Consent Order Approving Compromise Agreement, and the issuance and recordation of various Deeds of Distribution, as outlined below, and one or more Limited Warranty Deeds for the sale of real property, as outlined below.

This Court has jurisdiction over this matter pursuant to South Carolina Probate Code §§62-1-302 et seq., Code of Laws of South Carolina, as amended. Under Section 62-3-1101, South Carolina Probate Code, a section titled "Effect Of Approval Of Agreements Involving Trusts, Inalienable Interests, Or Interests Of Third Persons," a compromise of a controversy as to "the rights or interests in the estate of the decedent, or the administration of the estate, if approved by the court after hearing, is binding on all the parties including those unborn, unascertained, or who could not be located."

The procedure for securing court approval of a compromise is outlined within and under Section 62-3-1102, South Carolina Probate Code, a section entitled "Procedure for securing court approval of compromise." This section requires the terms of the compromise to be set forth in an agreement in writing executed by competent persons, at which point any interested person may submit the agreement to the court for its approval and for execution by the personal representative and other fiduciaries and representatives. On application to the court and after notice to all interested persons or their representatives, including the personal representative of the Estate involved, the court, provided it finds that the contest or controversy is in good faith and that the effect of the agreement upon the interests of persons represented by fiduciaries or other representatives is just and reasonable, is allowed to make an order approving the agreement

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and directing all fiduciaries subject to its jurisdiction to execute the agreement. Once an order is made and a compromise agreement is executed, all further disposition of the Estate shall be in accordance with the terms of the agreement.

In accordance with these statutes, it appears all interested parties have consented to the terms contained herein, and the Personal Representative has likewise expressed a willingness to be bound to the terms of the agreements reflected herein. All necessary and interested parties have reached a compromise agreement concerning all the matters to be presented to the court, and the details of the compromise are reflected herein with sufficient clarity to allow me to make a determination whether or not the contest or controversy is in good faith, and that the effect of the compromise agreement upon the interests of interested persons is just and reasonable.

After fully considering the Petition and the Claims, and reviewing the pleadings and exhibits in the Estate, and the terms of the proposed compromise agreement as well as the applicable law, I approve the proposed compromise agreement as outlined herein, direct the Personal Representative for the Estate who are subject to the jurisdiction of this Court to execute the Compromise Agreement or ratify the execution of the Compromise Agreement by the fiduciary, and render the following findings of fact and conclusions of law.

All factual findings are based on my view of the preponderance of the evidence and my determination of the discretionary weight to be given to the evidence presented and reviewed. In the event a finding of fact is included under the heading of conclusions of law, or vice versa, the headings shall not control whether a particular determination is a finding of fact or a conclusion of law.

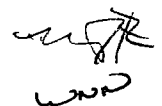
**OVERVIEW AND FACTUAL FINDINGS**



1. John Percy Newman, by and through his union with his first wife who predeceased him, had four (4) children: Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman.
2. John Percy Newman died intestate on August 28, 2011, and the Estate is being administered by the Probate Court for the County of Georgetown.
3. Virginia K. Newman, the second wife and widow of John Percy Newman, was appointed as the Personal Representative for the Estate on October 28, 2011.
4. This Court has jurisdiction over the parties hereto and all interested parties, as well as the subject matter of the issues presented for settlement.
5. The first publication of the Notices to Creditor for the Estate occurred more than eight (8) months ago, and the time period for filing claims in the Estate has closed.
6. John Percy Newman, at the time of his death, owned 81.3 acres, more or less, improved real property, which has an appraised value of \$265,000.00 as of August 28, 2011, hereinafter "the Home Tract."
7. John Percy Newman, at the time of his death, owned an undivided interest in and to four (4) tracts of land located in the County of Georgetown, along with his siblings and/or family members, hereinafter collectively referred to as "Jointly Owned Property." The parties are informed and believe John Percy Newman owned (a) an undivided twenty-five percent (25%) interest in and to 6.5 acres, more or less, located off North Frasier Street, Highway 701, taxed under TMS Number 03-0450-026-00-00, hereinafter "Jointly Owned Tract Number 1," with a total appraised value of \$30,000.00, and (b) an undivided twenty-five percent (25%) interest in and to 14.0 acres, more or less, located off North Frasier Street, Highway 701, taxed under TMS Number 03-0450-028-00-00, hereinafter "Jointly Owned Tract Number 2," with a total appraised value of \$72,000.00, and (c) either an undivided twenty percent (20%) or forty percent (40%) interest in and to 16 acres, more or less, located in Hemingway, taxed under TMS Number 03-0430-039-00-00, hereinafter "Jointly Owned Tract Number 3" with a total appraised value of \$35,000.00, and (d) either an undivided twenty percent (20%) or forty percent (40%) interest in and to 16 acres, more or less, located in Hemingway, taxed under TMS Number 03-0430-045-00-00, hereinafter "Jointly Owned Tract Number 4," with a total appraised value of \$35,000.00.
8. Nation Law Firm, P.C. was retained by Virginia K. Newman to represent her as Personal Representative. Virginia K. Newman requested and received a ten percent (10%) reduction in the regular hourly rate for Charles Owen Nation, II, Esquire, and believes the hourly rate for the services provided is reasonable given the experience, reputation, and her perception of the work performed by the attorneys. The Estate is indebted to Nation Law Firm, P.C. for legal services provided and expenses advanced, and the parties

acknowledge the existence of an unpaid invoice for legal services rendered through August 7, 2014, the date on which arguments were made before the Honorable Larry B. Hyman, Jr., amounts to \$67,633.33, and an unpaid invoice thereafter through October 2, 2015, amounts to \$40,982.25. Additional legal fees have been incurred since October 2, 2015. Unpaid legal administrative fees are a lien on the probate assets based on Section 62-3-720 of the Probate Code, which states a personal representative who "defends or prosecutes any proceeding in good faith, whether successful or not, is entitled to receive from the estate the necessary expenses and disbursements including reasonable attorneys' fees incurred ...." The undersigned parties consent to the payment of all past administrative fees and expenses, payments which were made in good faith and were necessary, and agree to allocation of the real property outlined herein for sale to allow the legal administrative expenses to be discharged, in part, with the unpaid balance being forgiven by way of compromise.

9. Loans have been made by Virginia K. Newman to the Estate to cover administrative expenses, to pay taxes, to pay insurance, and to maintain the improvements, and interest is accruing on Promissory Notes which reflect these loans, and interest is also accruing on the unpaid legal fees. Virginia K. Newman has loaned the Estate the sum of \$30,052.53, exclusive of interest.
10. The administrative expenses related to and incurred by the Estate have depleted the liquid assets of the Estate, there are outstanding unpaid administrative expenses, additional administrative expenses are anticipated, and the need to fund the administrative expenses of the Estate require the Personal Representative to request the requisite authority to sell certain assets of the Estate. All parties have consented to this relief under the terms expressed herein.
11. There is a need to sell the undivided interests in and to the Jointly Owned Property to raise funds to discharge a portion of the administrative costs of the Estate. All the real property owned by John Percy Newman was appraised as of the date of his death, and the parties have had an ample opportunity to review the appraisals which have been made available.
12. The Personal Representative has requested the authority to withhold eleven (11) acres, more or less, of high land, and seven (7) acres, more or less, of land located in a Carolina Bay, a portion of a tract of real property containing 81.3 acres, more or less, for sale to generate funds to discharge legal administrative fees; the undersigned parties consent to the Personal Representative being fully authorized and empowered to withhold and sell, or distribute this property containing eighteen (18) acres, more or less, under terms acceptable to her, as outlined in the Compromise Agreement.
13. The Personal Representative has requested the authority to convey a life estate to Virginia K. Newman, individually, in and to the Home Tract less and except the portion of the Home Tract to be withheld for sale which shall contain eleven (11) acres, more or less, of high land, and seven (7) acres, more or less, of land located in a Carolina Bay; the

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undersigned parties consent to the Personal Representative being fully authorized and empowered to convey this life estate as outlined in the Compromise Agreement.

14. With regard to that portion of the Home Tract made subject to the life estate, the Personal Representative has requested the authority to convey the remainder in fee simple to Melanie J. Newman, an undivided one-fourth interest, **and** Melissa J. Arce, an undivided one-fourth interest, **and** Winona M. Newman, an undivided one-fourth interest, **and** Christopher J. Newman, an undivided one-fourth interest, as tenants in common, subject nevertheless to the life estate which shall be filed prior to the conveyance of the remainder interest; the undersigned parties consent to the Personal Representative being fully authorized and empowered to convey the remainder interest in and to the property subject to the life estate as outlined in the Compromise Agreement. The delivery by and exchange of any and all documents, including the transfer of the respective interests in real property, between the Personal Representative of the Estate, and Virginia K. Newman, individually, and between the Personal Representative of the Estate, and Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman, which are required under this Compromise Agreement shall in no event occur later than 5:00 p.m. on the sixtieth (60<sup>th</sup>) day following the filing of this Consent Order in the Office of the Probate Court, exclusive of the date of filing, hereinafter "the Delivery Time and Exchange Date." Notwithstanding any term to the contrary contained herein, the sale of any property by the Personal Representative of any property which is a probate asset may occur later than the Delivery Time and Exchange Date.
15. All parties have requested the Probate Court to approve the terms of the Compromise Agreement as framed herein which, once executed, will effectuate a full release of all the parties hereto, and the closure of the Estate, with a corresponding agreement to release any and all claims against, by and between the Personal Representative, the heirs at law of John Percy Newman, and the attorneys for the undersigned parties.
16. Under Section 62-3-912, South Carolina Probate Code, a section entitled "Private agreements among successors to decedent binding on personal representative," in pertinent part, states as follows:

Subject to the rights of creditors and taxing authorities, competent successors may agree among themselves to alter the interests, shares, or amounts to which they are entitled under . . . the laws of intestacy, in any way that they provide in a written contract executed by all who are affected by its provisions. The personal representative shall abide by the terms of the agreement subject to his obligation to administer the estate for the benefit of creditors, to pay all taxes and costs of administration, and to carry out the responsibilities of his office for the benefit of any successors of the decedent who are not parties.
17. The terms of the Compromise Agreement resolve any and all appeals from two (2) orders issued on two separate petitions which were sequentially tried before the Honorable



Waldo A. Maring, Probate Judge for Georgetown County, and the parties have agreed to dismiss the appeal currently lodged in the Court of Appeals, centered on the merits of an ORDER ENFORCING PRIOR COURT ORDER executed by the Honorable Waldo A. Maring and filed in the Office of the Probate Court on July 11, 2013, and an ORDER GRANTING PETITION TO SELL PERSONAL PROPERTY AND ORDER DENYING PETITION TO SELL AND MORTGAGE REAL PROPERTY, executed by the Honorable Waldo A. Maring and filed in the Office of the Probate Court on October 30, 2013, and orders issued thereafter, and filed in the Office of the Probate Court and the Office of the Clerk of Court for the Court of Common Pleas, and the Court of Appeals for the State of South Carolina.

### COMPROMISE AGREEMENT

The parties have agreed to the following compromise and the terms of the agreement reflected below shall hereinafter be collectively referred to as "the Compromise Agreement":

- a. Personal Representative shall be fully authorized to sell that portion of the Home Tract which contains eleven (11) acres, more or less, of high land, and seven (7) acres, more or less, of land located in a Carolina Bay. This property shall hereinafter be referred to as "the Eighteen Acre Sale Tract." The exact dimensions of the Eighteen Acre Sale Tract shall be reflected on a plat to be prepared by Wendell C. Powers at the expense of the Estate, and the dimensions of the Eighteen Acre Sale Tract are reflected on a sketch attached hereto and expressly incorporated herein by reference. This sketch shall form the foundation of a recordable plat which reflects the Eighteen Acre Sale Tract to be prepared by Wendell C. Powers at the expense of the Estate. The parties shall rely on the plat to be filed of record to describe (a) the property to be made subject to the life estate to be conveyed to the widow of John Percy Newman, which shall be the identical property to be thereafter conveyed to the children of John Percy Newman subject to the life estate which shall be superior in every respect, and (b) the eighteen (18) acres, more or less, to be sold by the Personal Representative or distributed in accordance with the terms of this Compromise Agreement. The Personal Representative shall use the proceeds derived from the sale of the Eighteen Acre Sale Tract exclusively for the payment of legal administrative fees owed to Nation Law Firm, P.C.; in the alternative, the Eighteen Acre Sale Tract may be distributed as instructed by Nation Law Firm, P.C. in lieu of a sale as a credit toward unpaid legal administrative fees. Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman reserve the right, at their expense and within ten (10) days following delivery of the plat prepared by Wendell C. Powers, to correct any inaccuracy in the plat which reflects the Eighteen Acre Sale Tract. The owners of the Eighteen Acre Sale Tract waive any

and all rights to this property to allow the sale of the property to occur, and for the use of the funds as expressed herein.

- b. Personal Representative shall convey a life estate to Virginia K. Newman, individually, in and to that portion of the Home Tract which excludes the Eighteen Acre Sale Tract. The conveyance of a life estate to Virginia K. Newman shall contain a binding covenant of the life tenant and Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman which shall prohibit the commercial timbering of any portion of the Home Tract subject to the life estate for the duration of the life tenancy. Virginia K. Newman shall not be prohibited from landscaping and maintaining that portion of the Home Tract which is subject to her life estate. Virginia K. Newman shall be responsible for the payment of ad valorem taxes for, and for insurance on the improvements on, and for reasonable maintenance of the improvements on that portion of the Home Tract subject to her life estate. Virginia K. Newman shall name Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman as additional insureds on a replacement cost insurance policy which insures the improvements on the property subject to her life estate, and Melanie J. Newman, Melissa J. Arce, Winona M. Newman, and Christopher J. Newman shall covenant to allow Virginia K. Newman to rebuild the improvements in the event of a partial or complete loss, with the understanding all insurance proceeds related to the improvements shall be exclusively earmarked for the replacement of the improvements which have been partially or wholly destroyed, in the same style, manner and size as originally constructed. The life tenant shall annually provide written proof reflecting (a) the payment of all insurance premiums owed for coverage no later than thirty (30) days following the expiration of the term of the insurance policy for which proof was last provided, and (b) no later than thirty (30) days following January 15<sup>th</sup>, the timely payment of all ad valorem taxes owed prior to January 15<sup>th</sup> of each year. Each notice reflecting proof of payment shall be forwarded to Winona M. Newman 106 Highwood Circle, Murrells Inlet, SC 29576.
- c. Personal Representative shall convey the remainder of the property subject to the life estate, in fee simple, that portion of the Home Tract which excludes the Eighteen Acre Sale Tract, to Melanie J. Newman, an undivided one-fourth interest, and Melissa J. Arce, an undivided one-fourth interest, and Winona M. Newman, an undivided one-fourth interest, and Christopher J. Newman, an undivided one-fourth interest, as tenants in common, subject nevertheless to the life estate which shall be filed prior to the conveyance of the remainder interest. Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman, with the exception of their remainder interest in that portion of the Home Tract which is subject to the grant of a life estate, waive any and all right, title and interest in and to the Estate.

- d. Personal Representative shall be fully authorized to sell any and all interests in and to the Jointly Owned Property, with the understanding these funds shall be exclusively used for the payment of legal administrative fees in the sole discretion of Personal Representative; in the alternative, this property may be distributed by Personal Representative as instructed by Nation Law Firm, P.C., in lieu of a sale and payment of legal administrative fees, with credit being given in an amount to be determined by the Personal Representative. Specifically, the owners of the Jointly Owned Property consent to the sale of the undivided interest in and to the two tracts subject to an agreement by and between Personal Representative, as Seller, and Constance Lawrimore, as Purchaser, a conveyance which is expected to generate gross revenue for the Estate in the approximate amount of \$22,000.00, with the understanding these funds shall be exclusively earmarked for the payment of legal administrative fees.
- e. Virginia K. Newman, as the Personal Representative, the heirs at law of John Percy Newman, and all interested parties, for and in consideration of the satisfaction of the Claims, consents to the distribution of the life estate in and to a portion of the Home Tract, subject to any and all matters of public record, to Virginia K. Newman, her heirs and assigns. Virginia K. Newman, as the life tenant, shall be entitled to the full and quiet enjoyment of the Property during the duration of her life tenancy; provided, however, the owners of the remainder interest in and to the Home Tract subject to the life estate, shall have the right to have the home annually inspected by a qualified home inspector no more frequently than once annually with the understanding the inspection of the Home Tract subject to the life estate shall occur during the first ten (10) days of each February to ensure the absence of waste to the Home Tract made subject to the life estate, with the first inspection to occur during the month of February of 2017. Notice of the time and date of inspection shall be given in January of each year, with no less than thirty (30) days written notice to the life tenant. The life tenant, in the event of a breach of this covenant of quiet enjoyment, shall be entitled to seek and obtain a restraining order which prohibits any future violation of the covenant of quiet enjoyment, as well as on order of civil contempt and/or criminal contempt, in the discretion of the Probate Court which shall reserve all rights to enforce the terms of this Consent Order.
- f. Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman shall covenant to allow an attorney in fact appointed by Virginia K. Newman, and/or the fiduciary appointed to administer the affairs of Virginia K. Newman following her death, a period of two (2) months following the date of death of Virginia K. Newman to facilitate the removal of all personal property owned by Virginia K. Newman which is located on the Home Tract; Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman shall covenant not to enter the Home Tract less the Eighteen Acre Sale Tract following the death of Virginia K. Newman for a period of two (2) months, to facilitate and allow the removal of Virginia K. Newman's personal property from the Home

Tract less the Eighteen Acre Sale Tract to occur without interference from Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman or any person acting under their control or at their direction.

- g. Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman shall dismiss any and all claims filed against the Estate with prejudice, including the claim filed by Winona M. Newman in an amount of \$60,000.00, more or less.
- h. Virginia K. Newman shall dismiss any and all claims she may have against the Estate with prejudice, including any claim for loans made by her to and for the benefit of the Estate in the amount of \$30,052.53, more or less.
- i. The fiduciary bond for the acts of the Personal Representative shall be cancelled.
- j. Nation Law Firm, P.C. shall release the property subject to the life estate, and the remainder interest in and to this property, from any claim which could be asserted for legal fees not paid from the funds generated by the sale of the Jointly Owned Property, and the funds generated by the sale of the Eighteen Acre Sale Tract.
- k. Virginia K. Newman, as the Personal Representative, and the heirs at law of John Percy Newman, and all Creditors of all Claims, and all interested parties, for and in consideration of the satisfaction of the Claims, consents to the sale and/or distribution of the property as described within this Compromise Agreement.
- l. This Order, when approved by the Probate Court, shall be the final settlement between the parties, and shall be deemed to include and does include a full and final release of any and all claims all parties have against each other, their heirs, successors and assigns. The heirs at law of John Percy Newman each intend, following the filing of this Consent Order, to and do hereby mutually release, acquit and forever discharge the other, and his or her heirs, the form and substance of the foregoing persons and entities collectively and hereinafter referred to as "Released Parties," from any and all claims, contingent claims, counterclaims, cross claims, third party claims, liabilities, demands, losses, judgments, actions, suits, causes of actions, accounting, attorney's fees, costs of litigation, indemnities, expressed and implied warranties, rights and interests, direct or derivative, known or unknown, and choate or inchoate, the form and substance of the foregoing collectively hereinafter referred to as "claims," which each of the undersigned now has, or may have at any time in the future, or claims to have had, from the beginning of the world through and including the date of this agreement, arising out of the Estate of John Percy Newman, and any acts, failures to act, events, contracts, agreements, warranties, representations, documents and instruments, including without limitation, any of the form and substance of the foregoing, concerning the conduct of each of the Released Parties. Nothing herein shall be deemed to be evidence or an admission or

concession on the part of the Released Parties of any liability or wrongdoing whatsoever. The Released Parties do not admit he or she or they, either acting separately or independently, have in any manner violated any laws, rules regulations, judgments, orders or decrees of the United States or of any other jurisdiction or of any administrative agency or court thereof, or any contracts, agreements, warranties, obligations, or other instruments or documents, or made any misrepresentation, or acted or failed to act in any way which has given or hereafter might give rise to a claim by any of the undersigned parties against the other with regard to any action taken by either of the Released Parties, and any other acts, failures to act, events, contracts, agreements, warranties, representations, documents and instruments, including without limitation, any of the form and substance of the foregoing concerning the Released Parties.

- m. Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman, subject to a review of the Final Accounting, shall irrevocably consent to the closure of the Estate, and shall expeditiously co-operate to enable the closure of the Estate and the dismissal of any appeal in the Court of Appeals.
- n. The delivery by and exchange of any and all documents, including the transfer of the respective interests in real property, from Virginia K. Newman, as Personal Representative, the grant of a life estate, and the grant of the remainder interest, these conveyances being between the Personal Representative of the Estate and Virginia K. Newman, individually, between the Personal Representative of the Estate and Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman, which are required under this Compromise Agreement, shall in no event occur later than 5:00 p.m. on the sixtieth (60<sup>th</sup>) day following the filing of this Consent Order in the Office of the Probate Court, exclusive of the date of filing, hereinafter "the Delivery Time and Exchange Date." Notwithstanding any term to the contrary contained herein, the sale of any property by the Personal Representative of any property which is a probate asset may occur later than the Delivery Time and Exchange Date.
- o. All Creditors of any and all Claims, at and upon the delivery of the deeds referenced herein, shall be deemed to have released Virginia K. Newman, as the Personal Representative of the Estate, all the heirs at law of John Percy Newman, as well as their heirs, successors and assigns, from all Claims.
- p. Each Creditor of each Claim, within forty (40) days following the filing of this Consent Order, exclusive of the date of filing, shall sign and deliver a Receipt and Release and a Waiver of Notice to Virginia K. Newman, as Personal Representative, to allow her to deliver each original Receipt and Release and Waiver of Notice to Virginia K. Newman, as the Personal Representative, for filing in the Estate, following the recordation of the Deed of Distribution to Virginia K. Newman, which conveys the life estate, and the recordation of the Deed of Distribution to Melanie J. Newman, Melissa J. Arce, Winona M.

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Newman and Christopher J. Newman which conveys the remainder interest in and to the property subject to the life estate. Each Creditor of each Claim, at and upon the filing of the aforementioned deeds, authorizes the release and delivery of his, her, their or its Receipt and Release and a Waiver of Notice to Virginia K. Newman, as the Personal Representative, for filing in the Estate.

- q. The distribution of all real property and/or improvements shall be made and be "AS IS" and "WHERE IS," with all faults, if any, and the signatories to this Compromise Agreement make no representation or warranty whatsoever whether expressed, implied or statutory with respect to the kind, size, quality, description, merchantability of the property, or the condition, adequacy or suitability of the property for any purpose, and the distributees of the property acknowledge they have not relied on any warranty or representation of any person or any agent, employee, or representative with regard to the property, and accept the property "as is," "where is," subject to all faults and without any express or implied warranty of any kind, including but not limited to marketability and merchantability.
- r. Christopher J. Newman shall be entitled, with no warranty as to size or condition, to receive the tools/power tools owned by John Percy Newman with the exception of those few hand tools (certain screwdrivers, wrenches, and the like) used by Virginia K. Newman, which remain within the improvements on the Home Tract; further, Christopher J. Newman shall also be entitled to the black trailer and its contents, as of April 26, 2016, which is currently located on the Home Tract. To facilitate this removal of the personal property described in this paragraph from the Home Tract subject to the life estate, the Personal Representative, by and through her attorneys and within five (5) days from the date of filing of this Consent Order, shall deliver written notice of the filing of the Consent Order by email, by facsimile, and by regular mail, to the attorneys for Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman, and shall also give notice of a time between 10:00 a.m. and 4:00 p.m. on a business day which is no earlier than seventy (70) days and no later than one hundred (100) days following the date of filing of this Consent Order, exclusive of the date of filing, at which time the property identified in this paragraph shall be removed by Christopher J. Newman from the Home Tract subject to the life estate. The notice to be provided is hereinafter referred to as "the Notice of Time of Removal." Christopher J. Newman, or a representative designated by him in writing shall retrieve the items identified in this paragraph during the time listed within the Notice of Time of Removal, time being of the essence. Christopher J. Newman shall give the life tenant notice no less than thirty (30) as to the time and date (within the times allowed) on which the personal property identified in this paragraph shall be retrieved. In the event Christopher J. Newman, for any reason, does not obtain possession of the personal property identified in this paragraph at the time and on the date listed within the Notice of Time of Removal, time being of the essence, then the personal property will be deemed to be abandoned by

Christopher J. Newman, his heirs and assigns, and the Personal Representative shall be fully authorized to dispose of these items without liability.

- s. Virginia K. Newman, as Personal Representative, in accordance with the terms contained herein, shall execute and deliver or cause to be executed and delivered one or more deeds as reasonably necessary, prepared by an attorney chosen by Virginia K. Newman, as Personal Representative, in form and substance reasonably satisfactory to the attorneys for the Personal Representative, and the attorneys for Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman, which shall be in recordable form and convey the interests expressed herein.
- t. Following full performance of the terms of this Compromise Agreement, but in no event later than the sixtieth (60<sup>th</sup>) day following the filing of this Consent Order, exclusive of the date of filing, all Creditors, and Virginia K. Newman, as Personal Representative, and the Heirs at Law of John Percy Newman, shall be deemed to have collectively waived any and all rights they have or may have to the probate estate of John Percy Newman, and to have waived any and all rights they have or may have to receive notice of and to participate in any way at a hearing, if held, concerning the approval of this Compromise Agreement, and any accounting, and any proposal for distribution in the Estate, and Virginia K. Newman, as Personal Representative, shall be and hereby is authorized and directed to deliver and distribute title and possession of the assets of the Estate not otherwise conveyed in accordance with the terms of this Compromise Agreement under the guidance and dictates of the Probate Court.
- u. In the event any clause or provision of this Compromise Agreement is illegal, invalid, or unenforceable under any present or future law, the remainder of this Compromise Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid, and enforceable.
- v. The parties have each read and fully understand the terms of this Compromise Agreement; each has had the opportunity to have this Compromise Agreement reviewed by counsel. The rule of construction providing that ambiguities in a contract shall be construed against the drafter shall not apply.
- w. This Compromise Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together shall constitute one and the same agreement.
- x. This Compromise Agreement shall be governed by and construed under the laws of the State of South Carolina.

- y. This Compromise Agreement is to be considered as the complete terms of the proposed transaction negotiated between the parties, all of which are binding contractual obligations of the parties and their heirs, successors and assigns. This Compromise Agreement constitutes a binding agreement, and following execution by the Creditors, the Heirs at Law of John Percy Newman, and the Heirs at Law of John Percy Newman, is a binding obligation on the part of the parties, their heirs, successors and assigns.
- z. This Compromise Agreement shall in no way be considered a joint venture or partnership between the parties.
- aa. This Compromise Agreement constitutes the entire agreement between the parties hereto with respect to the Estate, superseding all prior oral or written agreements and understandings with respect to the matters provided for herein. No representations, warranties, promises or covenants have been made by the parties except as specifically set forth in this Compromise Agreement, and, in particular, no oral or written expression or non-verbal conduct of a person intended by such person as a substitute for oral or written expression shall be attributed to the parties as a warranty, representation or covenant, except as specifically set forth in this Compromise Agreement.
- bb. The signatures of the attorneys and parties to this Consent Order may be communicated by use of a fax, or other electronic means, including but not limited to the internet, and the signatures shall be deemed to be valid and binding upon the parties as if the original signatures were present on the document in the handwriting of each attorney or party; provided, however, the original signature page shall forthwith be forwarded to Virginia K. Newman, for assemblage and transmittal to the court for attachment to the original Consent Order to allow its filing and service.

I find and conclude the contests and/or controversies reflected above are in good faith, and the effect of the compromise agreement upon the creditors, interested parties, and beneficiaries of the Estate, some of whom are represented by fiduciaries or other representatives, is just and reasonable, and approve the compromise agreement, and direct the fiduciaries who are subject to the jurisdiction of the court to execute the agreement as framed within this Consent Order. All the issues outlined herein have been settled and compromised between the parties, and the undersigned parties, by mutual consent, desire to have the terms of the compromise



agreement approved so they may be directed to execute the compromise agreement within the Consent Order, or their signatures attached hereto may be ratified.

**Therefore, upon the joint motion and consent of the undersigned parties and attorneys for the parties,** it is hereby ordered as follows:

- a. The terms of the Compromise Agreement are approved and expressly incorporated herein as the order of the Court, and the signatures of the parties to this Consent Order and Compromise Agreement be and hereby are ratified.
- b. The Personal Representative for the Estate is directed to execute the Compromise Agreement or her signature to the Compromise Agreement is ratified.
- c. Following full performance of the terms of this Compromise Agreement, but in no event later than sixty (60) days following the filing of this Consent Order, exclusive of the date of filing, all Creditors, and Virginia K. Newman, as Personal Representative, and the Heirs at Law of John Percy Newman, shall be deemed to have collectively waived any and all rights they have or may have to the probate estate of John Percy Newman, and to have waived any and all rights they have or may have to receive notice of and to participate in any way at a hearing, if held, concerning the approval of this Compromise Agreement, and any accounting, and any proposal for distribution in the Estate, and Virginia K. Newman, as Personal Representative, shall be and hereby is authorized and directed to deliver and distribute title and possession of the assets of the Estate not otherwise conveyed in accordance with the terms of this Compromise Agreement under the guidance and dictates of the Probate Court.
- d. The court shall retain jurisdiction to do all necessary acts incident to require the full performance of the agreements reflected above which are made the order of this court.

**AND IT IS SO ORDERED.**

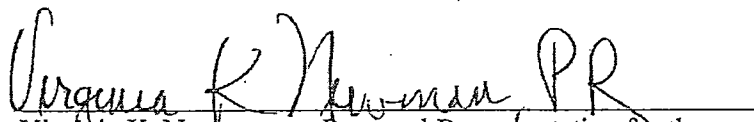
**Dated** at Georgetown, South Carolina, on this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
The Honorable Waldo A. Maring  
County of Georgetown Probate Court

WE REQUEST THE COURT TO RATIFY OUR EXECUTION OF THIS

COMPROMISE AGREEMENT:

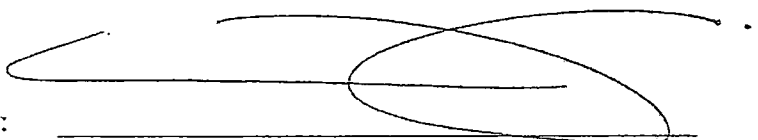
Dated at Georgetown, South Carolina, on this 28<sup>th</sup> day of April, 2016.



Virginia K. Newman, as Personal Representative for the  
Estate of John Percy Newman  
6708 Carvers Bay Road  
Hemingway, SC 29554

Dated at Georgetown, South Carolina, on this 28<sup>th</sup> day of April, 2016.

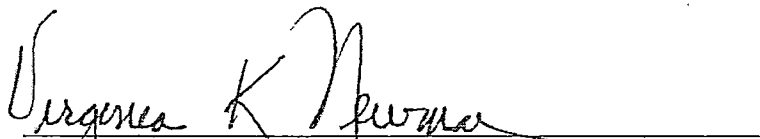
Nation Law Firm, P.C.:



By:

Charles Owen Nation, II / Eric G. Armstrong  
Attorney for Personal Representative  
Estate of John Percy Newman  
Post Office Drawer 1657  
Georgetown, SC 29442-1657  
Telephone No. 843.545.8877  
Facsimile No. 843.545.8677

Dated at Georgetown, South Carolina, on this 28<sup>th</sup> day of April, 2016.



Virginia K. Newman, Heir at Law of John Percy Newman  
6708 Carvers Bay Road  
Hemingway, SC 29554

WE REQUEST THE COURT TO RATIFY OUR EXECUTION OF THIS

COMPROMISE AGREEMENT:

Dated at North Myrtle Beach, South Carolina, on this 28 day of April,  
2016.

*Melanie J. Newman Wiselhas*  
Melanie J. Newman  
1623 27<sup>th</sup> Avenue N.  
North Myrtle Beach, SC 29582

Dated at Myrtle Beach, South Carolina, on this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Melissa J. Arce  
1617 26<sup>th</sup> Ave. North  
Myrtle Beach, SC 29582

Dated at Murrells Inlet, South Carolina, on this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Winona M. Newman  
106 Highwood Circle  
Murrells Inlet, SC 29576

Dated at Crestview, Florida, on this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Christopher J. Newman  
6244 Turkey Track Road  
Crestview, FL 32539

*MJW*


**WE REQUEST THE COURT TO RATIFY OUR EXECUTION OF THIS**

**COMPROMISE AGREEMENT:**

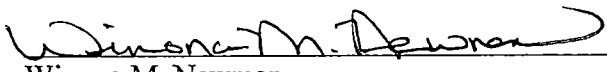
**Dated** at North Myrtle Beach, South Carolina, on this \_\_\_\_\_ day of April,  
2016.

\_\_\_\_\_  
Melanie J. Newman  
1623 27<sup>th</sup> Avenue N.  
North Myrtle Beach, SC 29582

**Dated** at Myrtle Beach, South Carolina, on this 28 day of April, 2016.

  
\_\_\_\_\_  
Melissa J. Arce  
1617 26<sup>th</sup> Ave. North  
Myrtle Beach, SC 29582

**Dated** at Murrells Inlet, South Carolina, on this 28 day of April, 2016.

  
\_\_\_\_\_  
Winona M. Newman  
106 Highwood Circle  
Murrells Inlet, SC 29576

**Dated** at Crestview, Florida, on this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Christopher J. Newman  
6244 Turkey Track Road  
Crestview, FL 32539

**WE REQUEST THE COURT TO RATIFY OUR EXECUTION OF THIS**

**COMPROMISE AGREEMENT:**

Dated at North Myrtle Beach, South Carolina, on this \_\_\_\_\_ day of April,  
2016.

\_\_\_\_\_  
Melanie J. Newman  
1623 27<sup>th</sup> Avenue N.  
North Myrtle Beach, SC 29582

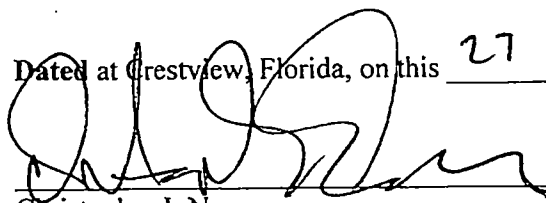
Dated at Myrtle Beach, South Carolina, on this \_\_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Melissa J. Arce  
1617 26<sup>th</sup> Ave. North  
Myrtle Beach, SC 29582

Dated at Murrells Inlet, South Carolina, on this \_\_\_\_\_ day of April, 2016.


\_\_\_\_\_  
Winona M. Newman  
106 Highwood Circle  
Murrells Inlet, SC 29576

Dated at Crestview, Florida, on this 27 day of April, 2016.

  
\_\_\_\_\_  
Christopher J. Newman  
6244 Turkey Track Road  
Crestview, FL 32539


Dated at Surfside Beach, South Carolina, on this 29 day of April, 2016.

**Williams Law Firm, LLC:**

By:   
Brana J. Williams, Esquire  
1500 Hwy 17 N.  
Surfside Beach, SC 29575  
Attorney for Melanie J. Newman, Melissa J. Arce,  
Winona M. Newman and Christopher J. Newman

Dated at Surfside Beach, South Carolina, on this 29 day of April, 2016.

**Kelaher, Connell & Connor, P.C.:**

By:   
Gene M. Connell, Jr., Esquire  
Post Office Drawer 14547  
Surfside Beach, SC 29587  
Attorney for Melanie J. Newman, Melissa J. Arce,  
Winona M. Newman and Christopher J. Newman

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM GEORGETOWN COUNTY  
Court of Common Pleas

Larry B. Hyman, Jr., Circuit Court Judge

---

CASE NO. 2013-CP-22-001231

---

**RECEIVED**  
MAY 04 2016  
SC Court of Appeals

MELANIE J. NEWMAN, MELISSA J. ARCE, WINONA M. NEWMAN,  
AND CHRISTOPHER J. NEWMAN..... Appellants

vs.

VIRGINIA K. NEWMAN, INDIVIDUALLY AND VIRGINIA K. NEWMAN,  
AS PERSONAL REPRESENTATIVES OF THE ESTATE OF  
JOHN PERCY NEWMAN..... Respondent

IN RE: ESTATE OF JOHN PERCY NEWMAN

And

VIRGINIA K. NEWMAN, INDIVIDUALLY AND VIRGINIA K. NEWMAN,  
AS PERSONAL REPRESENTATIVES OF THE ESTATE OF  
JOHN PERCY NEWMAN..... Respondent

vs.

MELANIE J. NEWMAN, MELISSA J. ARCE, WINONA M. NEWMAN,  
AND CHRISTOPHER J. NEWMAN..... Appellants

IN RE: ESTATE OF JOHN PERCY NEWMAN

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**PROOF OF SERVICE**

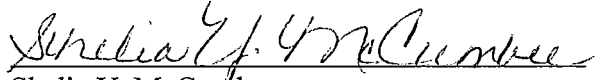
---

PERSONALLY appeared before me, Shelia Y. McCumbee, who being duly sworn,  
deposes and says that she is an employee of KELAHER, CONNELL & CONNOR, P.C.,  
Attorneys at Law, and that she has served a **Motion for Remand** on the Respondent,

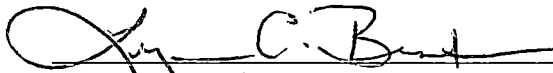
through her attorney of record, by depositing a copy of same in the United States Mail,  
postage prepaid, to:

Charles O. Nation, II, Esquire  
NATION LAW FIRM  
Post Office Drawer 1657  
Georgetown, SC 29442

DATE OF MAILING: May 2, 2016

  
Shelia Y. McCumbee

**SWORN AND SUBSCRIBED** before me,  
this 2<sup>nd</sup> day of May, 2016.

  
Notary Public for South Carolina  
My Commission Expires: 2-17-19

KELAHER, CONNELL & CONNOR, P.C.

ATTORNEYS AT LAW

SUITE 209

THE COURTYARD

1500 U.S. HIGHWAY 17 NORTH

P.O. DRAWER 14547

SURFSIDE BEACH, SOUTH CAROLINA 29587

EDWARD T. KELAHER\*  
GENE M. CONNELL, JR.  
L. SIDNEY CONNOR, IV  
LISA POE DAVIS

\* OF COUNSEL

AREA CODE 843  
238-5648  
FAX: 238-5050

May 2, 2016

RECEIVED

MAY 04 2016

SC Court of Appeals

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

**Re: Appellate Case No. 2015-000873**

*Melanie J. Newman, Melissa J. Arce, Winona M. Newman and Christopher J. Newman In  
Re: Estate of John Percy Newman vs. Virginia K. Newman, Individually and Virginia K.  
Newman, As Personal Representatives of The Estate Of John Percy Newman*

AND

*Virginia K. Newman, Individually and Virginia K. Newman, As Personal Representatives of  
The Estate Of John Percy Newman V. Melanie J. Newman, Melissa J. Arce, Winona M.  
Newman and Christopher J. Newman In Re: Estate of John Percy Newman*

Case No. 2013-CP-22-1231

Our File No. 2015-105-C

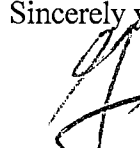
Dear Ms. Kitchings:

Enclosed please find an original and seven (7) copies of a Motion for Remand and Proof of Service in the above-captioned matter. I also enclose a check for \$25.00 for the filing fee. Please return a filed copy to me in the self-addressed, stamped envelope enclosed for your convenience.

By copy of this letter, we hereby serve a copy of the above-stated documents on counsel of record.

With best regards, I am

Sincerely yours,

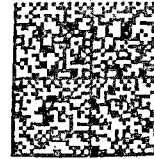


Gene M. Connell, Jr.

GMC,Jr.:sm

Enclosures

cc with enc.: Charles O. Nation, II, Esquire  
Brana J. Williams, Esquire



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P \$ 007.35<sup>0</sup>  
0001943660 MAY 02 2016  
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MAY 04 2016

SC Court of Appeals

*Kelaker, Connell & Connor, PC*

1500 US HIGHWAY 17 NORTH, SUITE 209

POST OFFICE DRAWER 14547

SURFSIDE BEACH, SC 29587

**To**

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