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June 12, 2017

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JUN 13 2017

SC Court of Appeals

The Honorable Jeny Abbott Kitchings
South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

Re: Joseph S. Dusenbury, Jr. v. Joseph S. Dusenbury, Jr.
Appellate Case No. 2016-001662
Our File No.: 6704/1500

Dear Ms. Kitchings,

Thank you for your attention to this matter. We represent Respondent Katherine Bauknight. For the Court's information, the parties settled this case and all related actions in February 2017. Pursuant to Paragraph #4 of the attached Memorandum of Settlement, we signed, on behalf of Ms. Bauknight, a Joint Motion to Dismiss the Appeal drafted by counsel for Mr. Dusenbury (also attached). Although we do not have a fully executed version to provide the Court, it was the intention of all parties, and remains Ms. Bauknight's intention, for this appeal to be dismissed. Please let me know if we can provide any further assistance in this matter.

Very truly yours,

Alexis Lindsay

AKL:rhs

Enclosures

cc: Carlos W. Gibbons, Jr., Esq. - w/encls.
Joe S. Dusenbury, Jr., Esq. - w/encls.
Adam Tremaine Silvernail, Esq. - w/encls.

STATE OF SOUTH CAROLINA
In the Court of Appeals

Appeal from Lexington County
Court of Common Pleas

The Honorable R. Knox McMahon, Circuit Court Judge

Appellate Case No. 2016-001662

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SC Court of Appeals

Joseph S. Dusenbury, Jr., Individually,..... Appellant,

v.

Joseph S. Dusenbury, Jr., as Personal Representative of the Estate of
Joseph S. Dusenbury, Sr., and Katherine Bauknight..... Respondents.

JOINT MOTION TO DISMISS APPEAL

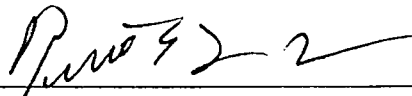
The parties to this action engaged in mediation on February 2, 2017, wherein this matter was fully settled and resolved. Pursuant to Rule 260(b), the parties therefore jointly request that this appeal be dismissed, without assessment of costs to either party.

Respectfully submitted,

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(803) 210-6916

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Bauknight*

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(803) 771-4488

*Counsel for Respondent Joseph S.
Dusenbury, Jr., as Personal Representative
of the Estate of Joseph S. Dusenbury, Sr.*

February ____, 2017

STATE OF SOUTH CAROLINA

)

IN THE COURT OF COMMON PLEAS

)

COUNTY OF LEXINGTON

)

IN THE ELEVENTH JUDICIAL CIRCUIT

Katherine Bauknight Poore,

)

Civil Action No.: 2016-CP-32-00661

)

Plaintiff,

)

)

vs.

)

MEMORANDUM OF SETTLEMENT

)

Joseph S. Dusenbury, Jr.,

)

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JUN 13 2017

Defendant.

)

)

SC Court of Appeals

-
1. Defendant will deliver the deed to 314 Clearview Drive, Columbia, SC 29212 to the Cynthia Bauknight Trust on or before February 28, 2017.
 2. Defendant will pay the total sum of \$25,000 to the Cynthia Bauknight Trust on or before February 28, 2017.
 3. Both parties to give and full and complete mutual releases to each other and all agents, heirs, assigns, and successors for all claims, known and unknown, from the beginning of time to February 2, 2017.
 4. All three pending actions between the parties to be dismissed with prejudice.
 5. All parties deny any wrongdoing.
 6. Defendant affirms that the lis pendens filed by Plaintiff is the only encumbrance to the title of 314 Clearview Drive. Defendant further affirms that all HOA dues and property taxes are paid in full through January 31, 2017.
 7. The parties agree that the Towle Old Master silver and Plaintiff's photographs will be delivered to Plaintiff as soon as possible if located.

8. On February 2, 2017. Plaintiff will mark all other items of personal property in 314 Clearview Drive that she would like. Defendant may decline to give personal property to Plaintiff but will not unreasonably withhold any such property. Any dispute over property requested or withheld under this paragraph shall not affect the enforceability of any other term of the settlement.

9. This Memorandum of Settlement is conditioned upon Plaintiff's review of the house inside and out at 314 Clearview Drive on February 2, 2017, and her satisfaction that the house suffers from no material deficiency that will likely affect the marketability of the house. The house will be accepted absolutely as-is unless written notice is given to Defendant's counsel prior to 9 PM on February 2, 2017 that Plaintiff has observed a material defect. If

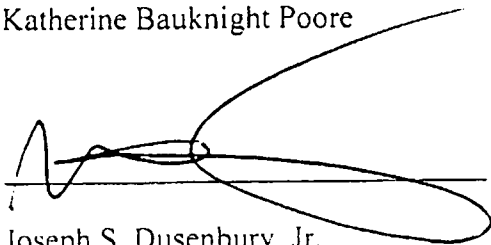
such notice is given, this agreement shall be entirely null and void. *Defendant further agrees + not alter the condition of the house from February 2, 2017*

10. Defendant agrees to maintain insurance on 314 Clearview Drive until March 1, 2017. *Onward*

11. This Memorandum of Settlement is binding but a formal settlement document will follow to be executed within ten days. *KBP QAD*

Katherine B. Poore 2.2.17

Katherine Bauknight Poore



Joseph S. Dusenbury, Jr.

2/2/17

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