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**STATE OF SOUTH CAROLINA
In the Court of Appeals**

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**Appeal from Lexington County
Court of Common Pleas**

JUN 20 2017

SC Court of Appeals

The Honorable R. Knox McMahon, Circuit Court Judge

Appellate Case No. 2016-001662

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

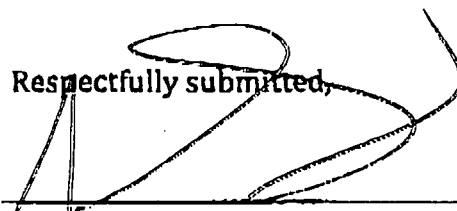
v.

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.

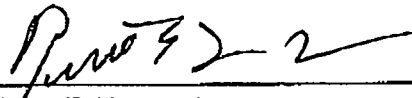
Respectfully submitted,



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

February ____, 2017

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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.,)	RECEIVED
)	
Defendant.)	JUN 20 2017
)	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.

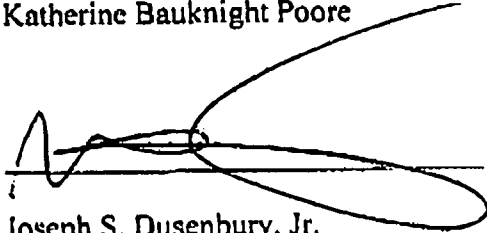
Defendant further agrees not alter the condition of the house from February 2, 2017 onward.
KBF
DAD

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

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

Katherine B. Poore 2.2.17

Katherine Bauknight Poore



Joseph S. Dusenbury, Jr.

2/2/17

TO: Amelia Smith
Court of Appeals

FROM: Joe Dusenbury

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