STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION
COUNTY OF ORANGE	19-CVS-1579

NORTH CAROLINA DIVISION SONS OF CONFEDERATE VETERANS, INC., Plaintiff, v. THE UNIVERSITY OF NORTH CAROLINA and THE UNIVERSITY OF NORTH CAROLINA BOARD OF GOVERNORS, Defendants, and ALYASSA BOYD, DE'IVYION DREW, ELISABETH JONES, GINA BALAMUCKI, WILLIAM HOLLAND, LILIYA OLIFERUK, and MICHELLE ROBINSON, Defendant-Intervenors.	**DEFENDANT-INTERVENORS' MOTION FOR RELIEF FROM CONSENT JUDGMENT AND MOTION FOR STAY OF EXECUTION OF JUDGEMENT** **(N.C. Rules of Civ. Pro. 60(b) and 62(b))**

NOW COME Alyassa Boyd, De'Ivyion Drew, Elisabeth Jones, Gina Balamucki, William Holland, Liliya Oliferuk and Michelle Robinson (collectively, "Movants"), by and through the undersigned counsel, and respectfully move to set aside the Consent Judgment, Declaratory Judgement and Order ("Consent Judgement") in this matter pursuant to North Carolina Rule of Civil Procedure 60(b)(3), (4) and (6), and to stay the execution of judgment pursuant to North Carolina Rule of Civil Procedure 62(b). In support of their motion, Movants offer the following:

1. N.C. Rule of Civ. Proc. 60(b) provides that "the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:"

> (1) Mistake, inadvertence, surprise, or excusable neglect;
> (2) Newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
> (3) Fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party;
> (4) The judgment is void;
> (5) The judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or
> (6) Any other reason justifying relief from the operation of the judgment.

N.C. Gen. Stat. 1A, Rule 60(b).

2. As shown in Movants' December 11, 2019 letter to Defendants, attached hereto as Exhibit 1 and incorporated herein, there are substantial grounds for the Court to set aside the Consent Judgement. Defendants and the Plaintiff colluded to defraud the Court on the issue of standing, justifying relief from the judgement under Rule 60(b)(3).

3. In addition, the Complaint fails to establish standing, depriving the Court of jurisdiction and rendering the Consent Judgement void, justifying relief under Rule 60(b)(4).

4. Furthermore, Plaintiff's request for relief in the Complaint fails to support an award of two and a half million dollars, justifying relief from the judgement under Rule 60(b)(6).

5. "The party challenging the validity of a consent judgment bears the burden of proving that it is invalid." *Daniel v. Moore*, 164 N.C. App. 534, 538, 596 S.E.2d 465, 468, aff'd, 359 N.C. 183, 606 S.E.2d 118 (2004). "If there is 'competent evidence of record on both sides' of the Rule 60(b) motion, it is the duty of the trial court to evaluate such evidence." *Blankenship v.*

Town & Country Ford, Inc., 155 N.C. App. 161, 165, 574 S.E.2d 132, 134 (2002) (quoting *Sawyer v. Goodman*, 63 N.C. App. 191, 193, 303 S.E.2d 632, 634, *disc. review denied*, 309 N.C. 823, 310 S.E.2d 352 (1983)), *appeal dismissed, disc. review denied*, 357 N.C. 61, 579 S.E.2d 384 (2003).

6. Under Rule 60(b)(4), the Court can declare the judgment void "when the issuing court has no jurisdiction over the parties or subject matter in question or has no authority to render the judgment entered." *Chandak v. Elec. Interconnect Corp.*, 144 N.C. App. 258, 262, 550 S.E.2d 25, 28 (2001). *See also McLean v. McLean*, 233 N.C. 139, 145, 63 S.E.2d 138, 143 (1951) ("The rule is that if a fraud is perpetrated on the court whereby jurisdiction is apparently acquired when jurisdiction is in fact lacking, the judgment rendered thereon is a nullity and may be vacated on motion in the cause.").

7. When considering whether Movants have met their burden under Rule 60(b)(3), the "crucial question" for the Court "is whether the matters alleged in [Movants'] motion, if taken as true, amount to 'a fraud upon the court.'" *Stokley v. Stokley*, 30 N.C. App. 351, 354, 227 S.E.2d 131, 133 (1976). Exhibit 1 shows that the SCV and BOG concealed the Plaintiff's lack of standing from the Court and that both Defendants failed to advise the Court of the frivolousness of the legal claims on which the Consent Order is based.

8. Standing is a jurisdictional requirement. *Union Grove Mill. & Mfg. Co. v. Faw*, 109 N.C. App. 248, 251, 426 S.E.2d 476, 478, *aff'd*, 335 N.C. 165, 436 S.E.2d 131 (1993). "If a party does not have standing to bring a claim, a court has no subject matter jurisdiction to hear the claim." *Estate of Apple ex rel. Apple v. Commercial Courier Exp., Inc.*, 168 N.C. App. 175, 177, 607 S.E.2d 14, 16 (2005). Plaintiff's assertion of standing rests

on its claim of ownership of the Monument. Plaintiff asserts ownership according to an assignment of interest from the United Daughters of the Confederacy, North Carolina Division that was incorporated in 1992 ("the 1992 UDC"). (Complaint ¶¶10, 18).

9. Plaintiff has failed to allege facts which would establish its ownership interest, and Plaintiff's legal claim of ownership is fundamentally wrong as a matter of law.

10. Plaintiff alleges that the United Daughters of the Confederacy organized in 1897 ("the 1897 UDC") (Complaint ¶21) originally owned the Monument and gave it to Defendant UNC subject to a condition subsequent. (Complaint ¶108).

11. Plaintiff attached as an exhibit to its Complaint the 1897 UDC North Carolina Division Constitution and Bylaws, which indicate that the 1897 UDC was an association subject to the constitution and bylaws of the another UDC. (Complaint Exhibit D, Article II) ("The object of this Association shall be social, benevolent, historical and memorial").

12. Nowhere in the Complaint did the Plaintiff allege that the 1992 UDC corporation was a successor in interest to any property owned by members of the 1897 UDC hereditary association.

13. Furthermore, associations like the 1897 UDC could not own property, enter into contracts or be sued. *See Tucker v. Eatough*, 186 N.C. 505, 120 S.E. 57, 58 (1923) ("It has been held by our court that unincorporated associations cannot be sued in the manner attempted in this case, and it has been held by various other courts also that voluntary unincorporated associations have no separate legal existence; that they cannot

make contracts or be sued as an association except through the individuals who compose its membership.")

14. The Complaint contains no allegations which could be construed to establish that the 1992 UDC assumed the property interests of the 1897 UDC. The 1992 UDC therefore had no legal interest in the Monument that it could assign to Plaintiff.

15. Plaintiff also failed to allege any facts establishing that the 1897 UDC ever owned the Monument. Plaintiff alleges that certain correspondence between UNC President Venable and members of the 1897 UDC Monument Committee created an implied ownership contract. (Complaint ¶¶79-83). However, the correspondence cited in the Complaint fails to establish an implied contract for ownership in the UDC.

16. Contrary to showing any offer, acceptance, or meeting of the minds with respect to ownership of the Monument, the correspondence on which Plaintiff relies (selected letters between UNC President Venable and London of the 1897 UDC) shows nothing more than a coordinated fundraising effort.

17. Plaintiff also omitted correspondence that undermines Plaintiff's ownership claim, including Venable's June 17, 1911 letter to London (attached and incorporated hereto as Exhibit 2) regarding paying the monument sculptor and asking London to transfer the 1897 UDC funds to the University Bursar. Exhibit 2 further supports a conclusion that the UNC owned the Monument.

18. Even in the light most favorable to the Plaintiff, the allegations in Complaint do not show an intent by UNC President Venable and members of the UDC

monument committee that the UDC should have any ownership interest in the Monument.

19. In addition, Plaintiff asserts that UNC President Venable signed the contract as an agent for the UDC because as women, members of the UDC lacked the capacity to enter into contracts as a result of the arcane law of coverture. (Complaint ¶¶36-37). In this respect, Plaintiff's argument fails of its own weight. If the 1897 UDC members lacked the capacity to enter into contracts, employing an agent could not cure that incapacity, nor could the UDC members enter into a contract with Venable for him to act as their agent. As an organization, the 1897 UDC lacked legal capacity to enter into contracts. As a result, Plaintiff's claim that it owns the monument, based on an assignment from the 1992 UDC, fails on the face of the Complaint.

20. Alternatively, Plaintiff alleges that the 1897 UDC gave the monument to UNC subject to a "condition subsequent" resulting from London's speech at the monument "unveiling ceremony." (Complaint ¶¶ 42, 108). The language that Plaintiff says created this "condition subsequent" occurred when London said, "Accept this monument and may it stand forever as a memorial to those sons of the University who suffered and sacrificed so much at the call of duty." (Complaint ¶42).

21. Plaintiff alleges, and the Consent Judgement concludes, that "when Defendants did not reannex" the Monument to "the realty of the University campus on or about January 14, 2019," "the condition failed" and ownership of the Monument "reverted" to the UDC. (Complaint ¶114; Consent Judgment at 13, ¶32). These allegations and conclusions are wrong as a matter of law. First, any condition on a gift must be clearly

stated prior to its delivery and cannot be made after the fact. *Courts v. Annie Penn Mem'l Hosp., Inc.*, 111 N.C. App. 134, 139, 431 S.E.2d 864, 866 (1993) (a gift inter vivos is absolute and takes effect at the time delivery is completed, provided there are no conditions attached). At the unveiling ceremony, the Monument was already annexed to real property; it was already delivered and ownership had transferred to UNC.

22. Second, London's words did not express, "in apt and appropriate language," the 1897 UDC's intention to create a condition on the gift of the monument; they were instead "a mere statement of the purpose for which the [Monument was] to be used." *Ange v. Ange*, 235 N.C. 506, 508, 71 S.E.2d 19, 20 (1952) ("A clause in a conveyance will not be construed as a condition subsequent unless it expresses, in apt and appropriate language, the intention of the parties to this effect and a mere statement of the purpose for which the property is to be used is not sufficient to create such condition."); *Town of Belhaven, NC v. Pantego Creek, LLC*, 793 S.E.2d 711, 717 (N.C. Ct. App. 2016) (quoting *Prelaz v. Town of Canton*, 235 N.C. App. 147, 155, 760 S.E.2d 389, 394 (2014)) ("For a reversionary interest to be recognized, the deed must contain express and unambiguous language of reversion or termination upon condition broken. A mere expression of the purpose for which the property is to be used without provision for forfeiture or re-entry is insufficient to create an estate on condition.")

23. In addition, London's aspirational "may it stand forever" words show an intent for the monument to be permanent. Therefore, it was a part of the real estate owned by UNC and not the personal property of the UDC. To determine whether a fixture becomes a part of the real property or whether it retains its character as personal

property depends on whether the parties intend for the fixture to be permanent. *Hensley v. Ray's Motor Co. of Forest City*, 158 N.C. App. 261, 264, 580 S.E.2d 721, 723–24 (2003). Cases involving the placement of a large monument have held that they are real property fixtures and not personal property absent clear intent otherwise. *Snedeker v. Warring*, 12 N.Y. 170, 178 (1854) (holding a monument of three or four tons placed on property was part of the real estate when it was designed to be permanent).

24. Because the 1897 UDC never owned the Monument it could not have given it to UNC. Even if it could have given the Monument to UNC, it could not retain a reversionary interest in the Monument as a result of a speech by one of its members at the unveiling. And even if the 1897 UDC could have retained an interest in the Monument, the Complaint fails to allege that the 1897 UDC conveyed that interest to the 1992 UDC. The 1992 UDC had no interest in the monument to assign to the Plaintiff, which therefore has no standing to maintain this suit. Because Plaintiff lacks standing to sue as a matter of law, this Court should set aside the Consent Judgment as void for lack of subject matter jurisdiction.

25. Finally, the Court should set aside the judgement under Rule 60(b)(6) because Plaintiff's award of 2.5 million dollars is not supported by the claims set forth in the Complaint. UNC's appraised value of the monument is $125,000. Exhibit 1, at 10. Nevertheless, the Consent Judgment granted damages of two and a half million dollars, including money for the "construction of a facility to support the Confederate monument." (Consent Judgment at 17, ¶V).

26. Movants have met their burden under Rule 60(b)(6) to demonstrate that: 1) extraordinary circumstances exist; 2) justice demands relief from judgment; and 3) they have a meritorious defense. *Oxford Plastics, a Div. of Plastics Eng'g Corp. v. Goodson*, 74 N.C. App. 256, 259–60, 328 S.E.2d 7, 9–10 (1985); *Sharyn's Jewelers, LLC v. Ipayment, Inc.*, 196 N.C. App. 281, 285, 674 S.E.2d 732, 735 (2009)(setting aside a judgment under Rule 60(b)(6) when a default judgment ordered more damages in relief than were requested by the Complaint).

27. Extraordinary circumstances exist in the present case where public officials and attorneys owing fiduciary and ethical duties to the University, its students and mission, engaged in deliberate deception to gain the court's imprimatur on their corrupt bargain, because they knew that unless they concealed the lack of standing, the court would have to dismiss the case.

28. Further, one party signed the consent order five days before the case was filed, and the consent order was filed within minutes of the Complaint and Answer. The summons in this case was never issued by the Clerk, and service was not accepted by the registered agent for the State. (*See* Civil Summons).

29. Justice demands relief from the judgment because it would have been unlawful for Defendant BOG to transfer public funds dedicated for the education of students and fulfillment of UNC's mission to a trust that would "[i]nsure the legal and financial support for [the Sons of Confederate Veterans'] continued and very strong actions in the future." (Exhibit 1 at 9). The Plaintiffs and Defendants used a meritless legal claim in order to employ the Court in their scheme to get this result under the veil of

secrecy. And at a jury trial there would have been no legally supportable claim for compensatory damages in the amount of two and a half million dollars. This order must be set aside to remedy a breach of public trust.

30. Finally, as described above, there is a meritorious defense to the Complaint because the law of contracts, gifts, and standing require dismissal.

CONCLUSION

"Our Courts have described Rule 60(b) as 'a grand reservoir of equitable power to do justice in a particular case.'" *Chandak*, 144 N.C. App. at 262, 550 S.E.2d at 28 (2001)(quoting *Branch Banking & Trust Co. v. Tucker*, 131 N.C. App. 132, 137, 505 S.E.2d 179, 182 (1998). The Court should exercise its authority under N.C. Rule of Civ. Proc. 60(b)(3), (4) and (6) to declare the Consent Judgement, Declaratory Judgement and Order void and grant such further relief necessary to do justice in this case.

Wherefore, movants request that this Court:

1. Immediately stay the execution of the judgment that was entered on November 27, 2019 pending the disposition of Movants' Rule 60(b) motion;
2. Set aside the Consent Judgement; and
3. Order any other relief necessary in the interests of justice.

Proposed Orders are attached.

Respectfully submitted, this the 13th day of December 2019.

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EXHIBIT
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December 11, 2019

Via U.S. Mail and Email
Ripley Rand
555 Fayetteville Street, Suite 1100
Raleigh, NC 27602
ripley.rand@wbd-us.com

Re: North Carolina Division Sons of Confederate Veterans, Inc. v. UNC and UNC Board of Governors, 19 CVS 1579

Dear Mr. Rand:

On behalf of our University of North Carolina Chapel Hill student and faculty clients, we write to raise concerns about the Consent Judgment, Declaratory Judgment and Order ("Consent Order") entered in the above-captioned matter, and to ask that the University of North Carolina ("UNC"), and the UNC Board of Governors ("BOG") act immediately to take any actions necessary to protect UNC's interests and to recover the 2.5 million dollars dedicated to paying that judgement.

As set out below, it appears that the Consent Order won court approval only because the parties concealed the plaintiff's lack of standing from the court and failed to advise the court of the frivolousness of the legal claims on which the Consent Order is based. It is apparent that in pursuing this Consent Order, the BOG sought to use the court system to circumvent laws that would otherwise prohibit the actions that the Consent Judgment requires—the transfer of the Confederate monument and UNC's payment of $2.5 million. These circumstances, along with the amount of the settlement payment, cause us to question whether the Board acted consistent with its fiduciary duties in approving this Consent Order.

We urge the BOG to carefully consider this information and to take all necessary action to meet is fiduciary obligations to protect UNC's interests and to recover the 2.5 million dollars to be paid to support a white supremacist organization whose values are antithetical to UNC's mission.

Our concerns are informed significantly by statements made by the president of the North Carolina Division of the Sons of Confederate Veterans (SCV), Kevin Stone, shortly after the Consent Order was filed. Mr. Stone made the statements in a letter to SCV's members explaining the negotiations with the BOG. See attached Exhibit 1, "Letter to the Men of the North Carolina Division." In the letter, Kevin Stone, who signed the Consent Order on the Plaintiff's behalf, explained how the parties secretly worked together to craft a meritless lawsuit in order to convey possession of the Confederate monument and 2.5 million dollars to a custodial trust for its care.

Further, we have not allowed the issue of standing to be mentioned in any way in the settlement so as not to hamper any future suits we may have to file regarding other memorials.

In addition, the settlement terms specify that we are not setting an automatic judicial precedent for other memorials across the state – this is a special case where the University chose to work uniquely with the SCV and create a carved out exception to the Monument Protection Act that would give us what we want while at the same time preventing any further damage to the law that has yet to be enforced by the state.

6. The BOG and SCV worked together on a legal theory that would allow disposition of the Monument without implicating N.C. Gen. Stat. 100-2.1 (the "Monument Protection Act") and avoid negative precedents interpreting that law, and intentionally kept their negotiations secret from the public and even some members of the BOG.

Prior to this point, we could not mention ANY of this to you at meetings or over the Tar Heel email list because all negotiations were required to be 100% confidential. For their part, knowledge by the media, the leftists, UNC faculty, and even other members of the Board not privy to the negotiations that their leadership was working with the SCV would have torpedoed the whole thing....

There have been those who say we've 'lost the respect' of the BOG, etc. while during this whole time, we were working directly with them and for the honour of our ancestors. What we have accomplished is something that I never dreamed we could accomplish in a thousand years and all at the expense of the University itself. This is a major strategic victory, and I look forward to continuing to move the Division forward.

The apparent misrepresentations to the court relating to SCV's standing to bring the lawsuit are particularly disturbing. Mr. Stone signed a verified complaint alleging under oath that the SCV had standing to bring the suit and then sent a letter to his members admitting not only that that claim had no merit, but also that the standing issue was being intentionally concealed from the court. It further appears that the BOG collaborated in concealing the standing deficiency from the court because the BOG needed this agreement to be in the form of a court-ordered agreement so it could circumvent the Monument Act, and other countervailing laws. If the court knew SCV lacked standing, the court would have to dismiss the case for lack of jurisdiction. If the court dismissed the case, the BOG would have no legal means of transferring the monument to SCV along with the $2.5 million for its maintenance.

Also troubling is that the parties asked the court to approve a Consent Order based on exceedingly faulty legal foundations—legal arguments that would be exposed as frivolous if they were tested through actual adversarial litigation. The legal theory underpinning the Consent Order is that the Monument was a "conditional gift" to non-party UDC. Consent Order, Conclusions of Law, ¶¶9, 11, 12. This legal conclusion is based upon statements made by a UDC member at the unveiling of the Monument, saying "may it stand forever as a perpetual memorial to those sons of the University who suffered and sacrificed so much at the call of duty." Consent Order, Finding of Fact, ¶32. The Consent Order concludes that UNC's failure to return the monument to its place after its removal violated that condition and therefore ownership interest in the Monument reverted to the UDC. Consent Order, Conclusion of Law, ¶12.

in the Complaint, even if those claims and allegations were true. This raises substantial concerns about the BOG's compliance with its fiduciary duties and the unlawful disbursement of public funds.

Lastly, N.C.G.S. § 114-2.4 requires that the Attorney General review all proposed settlement agreements of more than $75,000, and "submit . . . a written opinion regarding the terms of the proposed agreement and the advisability of entering into the agreement, prior to entering into the agreement." It is unclear whether this necessary review by the Attorney General took place before the Consent Order was signed. Notably, while Chancellor Guskiewicz's written statement on December 6 asserts that the settlement agreement was "reviewed and authorized by the Attorney General," at a faculty meeting that same day when asked specifically if the AG's office had approved the settlement, he characterized the AG's involvement differently, stating: "as was indicated in the FAQ that went out today, this went through the UNC system office but the attorney general of North Carolina reviewed and approved the authority for the system office and the board of governors to enter into a settlement agreement."

This is matter of grave public interest, particularly as it concerns the dubious transfer of $2.5 million in public funds to support the work of a white supremacist organization, apparent improprieties in securing the court's approval of the Consent Order, and serious questions about the BOG's fidelity to its legal, ethical, and fiduciary duties. We therefore respectfully request that you act immediately to take any actions necessary to protect the interests of UNC and to recover the 2.5 million dollars of public funds allocated to expand and perpetuate the racist and destructive "Lost Cause" ideology.

Sincerely,

Jon Greenbaum

Elizabeth Haddix

Mark Dorosin
LAWYERS' COMMITTEE FOR CIVIL RIGHTS UNDER LAW

Encl. Exhibits 1 and 2

Cc w/encl: C. Boyd Sturges III, Attorney for Plaintiff
Josh Stein, North Carolina Attorney General

us, and UNC.

This we did. We made proposed changes to the Monument Protection Law that would have made it a felony to destroy a monument and that would have closed any loopholes that were left in the law, including enforcement and standing, in the version that was passed in 2015. The trade-off for a stronger law was that Silent Sam would be given to us along with an unspecified amount of funding (presumably between $300,000 and $500,000) to locate the memorial as we wished on easily accessible property in the central part of the state where it would be displayed very prominently. One thing that was crystal clear throughout was that Silent Sam would not come back to UNC's campus because of the possibility of casualties tied to ongoing protests and clashes between pro- and anti-monument groups.

With the help of the House leadership, we got enough support there to proceed to the Senate with a draft of a much stronger amended Monuments Law. In the Senate, however, the plan floundered...with the combination of the just-ended budget stalemate and the loss of some more conservative seats in the 2018 elections and thus, with the lack of a super-majority to override a potential gubernatorial veto, they did not have the courage or the heart to make the deal happen. [We will continue to work strongly in the next session for the adoption of this stronger legislation.]

At that point this summer, we were despondent and thought that despite the exorbitant expense and almost certain waste of money and zero chance of winning, we were going to have to instruct our attorney to sue just so we could say we tried honourably.

Thus, our attorney began work on a law suit and informed the Board of Governors that we would be launching major legal action. Because of that, we now announce that today we have indeed filed that legal suit against the Board of Governors and University, and our legal action has immediately met with an offer from them to settle.

As part of that settlement, what we've ended up with is legal possession of Silent Sam, and over $2 million in a dedicated trust (that we requested) for the perpetual care of Silent Sam and the purchase of land on which to prominently display him, to build a small museum for the public, and to build a comprehensive Division headquarters for the benefit of the membership.

Further, we have not allowed the issue of standing to be mentioned in any way in the

heritage. It is what drives us. This judicial settlement not only will insure the future of Silent Sam, but also the legal and financial support for our continued and very strong actions in the future.

I accept full responsibility for the actions taken by our Attorney, and I am the only person in the Division with full knowledge of these plans. I did this to maintain operational security as previously indicated, and also it was my duty as your elected Commander as I did not want any other men on my staff to suffer if this strategy failed. I was fully within my Constitutional authority to do so, and I believe my actions were and are in the best interests of the Division, the Memorial, and future generations of North Carolinians that will be able to visit and appreciate Silent Sam in a fitting and historically accurate environment and place of Honour.

"To you, Sons of Confederate Veterans, we will commit the vindication of the cause for which we fought. To your strength will be given the defense of the Confederate soldier's good name, the guardianship of his history, the emulation of his virtues, the perpetuation of those principles which he loved and which you love also, and those ideals which made him glorious and which you also cherish. Are you ready to die for your country? Is your life worthy to be remembered along with theirs? Do choose for yourself this greatness of soul?

"Not in the clamor of the crowded street. Not in the shouts and plaudits of the throng. But in ourselves are triumph and defeat."

[General Stephen D. Lee]

We have much to do, and we will continue until victory is ours, for the honour and memory of our ancestors, for our history, and for our children and their legacy.

See you on the front lines...

Kevin Stone

Commander NC Division SCV

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APPRAISALS • CONSIGNMENTS • ESTATE SALES • AUCTIONS

Merritt Leigh Hampton, ISA, 703 East Franklin Street, Chapel Hill, NC 27514

919-260-9884, cmlhampton@nc.rr.com

Appraisal for Replacement Values for Insurance Purposes Prepared for The Historic Properties Department of the University of North Carolina at Chapel Hill Completed January 2006

This appraisal is provided subject to the terms and conditions hereinafter set forth, all of which are a part thereof.

This appraisal was made at the request of the Historic Properties Department (Client) of the University of North Carolina at Chapel Hill and is intended solely for its use. It is not an indication or certification of title or ownership of any of the valued objects. The identification of the interest of the Client is simply that which has been represented to Merritt Leigh Hampton, ISA (Appraiser) by such party and no inquiry or investigation has been made nor is any opinion given as to the truth of such representation.

The Appraiser has no present or contemplated future interest in the appraised items or any interest that would bias the appraisal report. Employment to make the appraisal and compensation for it were not contingent upon values found. The appraisal was based only on the readily apparent identity of the items appraised, and no further opinion or guarantee of authenticity, genuineness, attributions of authorship has been made.

The values noted represent the Appraiser's opinion as to the Replacement Value of the items and are to be used only for the function of obtaining insurance coverage or insurance reimbursement and any other use renders them null and void. The values are based on the whole ownership and possessory interest undiminished by any liens, fractional interests or any other form of encumbrance or alienation. The values expressed herein are based on the Appraiser's best judgment and opinion and are not a representation or warranty that the items will realize that value if offered for sale at auction or otherwise. The values expressed are based on current information and no opinion is hereby expressed as to any future value nor, unless otherwise stated, as to any past value.

Unless otherwise stated herein, values expressed are based on the general expertise and qualifications of the Appraiser as to the appropriate market and valuation for the items and purpose involved. Where an appraisal is based not only on the item, but also on data or documentation supplied herewith, this appraisal shall so state by making reference thereto and, where appropriate, attaching copies hereto. For all objects valued in this appraisal, the Appraiser or a Client-approved agent of the Appraiser personally viewed, examined and counted multiples of where applicable, all appraised items.

Stated values are given per item unless clearly stated as being per lot. The total of individual item values shall not be construed as an appraisal value for the whole lot, but merely as the addition of single values. Where values are given by lot, the value per lot is for the whole and no opinion is given as to individual values. Where the appraisal is based on a sample of a larger whole, it has been so stated and it is based on the assumption that the sample delivered is representative and fair. No opinion or warranty is hereby made as to the fairness or representative nature of any large whole from which the sample was drawn.

Unless expressly stated, the conditions of the items are good for its type with serious deficiencies and repairs noted. Ordinary wear and tear common to the items is not noted. For appraised items that have been damaged, the Appraiser and/or her agent has personally viewed and examined the items after the damage occurred.

The term Replacement Value is to be interpreted as the price at which the item would most commonly be purchased by the public at retail, and within the scope of this appraisal report, consideration is given with regard to artistic merit, quality, desirability, form characteristics and period of execution. As applicable,

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Merritt Leigh Hampton, ISA, 703 East Franklin Street, Chapel Hill, NC 27514

919-260-9884, [redacted]

SIGNATURE ADDENDUM TO THE
APPRAISAL FOR REPLACEMENT VALUE FOR INSURANCE PURPOSES
FOR THE HISTORIC PROPERTIES COLLECTION
OWNED BY THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

I, David P. Lindquist, American Society of Appraisers Retired, contributed substantially to the identification of the items and the establishment of the values reported in the attached appraisal, and accept responsibility and accountability for said identification and valuations.

Signed: _____ Date: 1/20/06
David P. Lindquist *January 20, 2006*

49217 June 17, 1911.

Mrs. Henry A. London,

Pittsboro, N. C.

My dear Mrs. London:

I think it would be well to have the amount in the hands of the Treasurer of the U.D.C's transferred to the Bursar of the University as soon as possible. I have heard from Mr. Wilson and he will send the contract for me to sign in a few days.

It is customary in such cases that a certain proportion of the contracted sum to be paid when the contract is signed. Of course, we have started to collect the subscriptions of the alumni but it will be some time before any considerable amount is on hand and I have no other funds out of which this could be paid. Inability to pay this and hence inability to sign the contract, would lead to further delay. I am anxious that the monument whould be in readiness for unveiling next year.

Sincerely yours,

President.

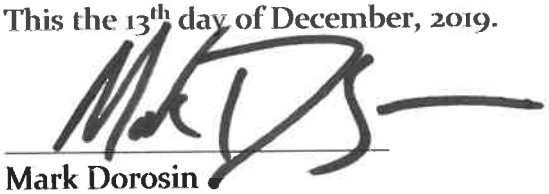
CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing MOTION FOR RELIEF FROM CONSENT JUDGMENT AND MOTION FOR STAY OF EXECUTION OF JUDGMENT has been served on all parties and/or counsel by U.S. Postal Service, first-class delivery, with a courtesy copy by direct transmission to the electronic mailing addresses shown below:

Ripley Rand
Womble Bond Dickinson
555 Fayetteville Street
Suite 1100
Raleigh, NC 27601
Ripley.rand@wbd-us.com

C. Boyd Sturges III
Davis, Sturges & Tomlinson
101 Church St.
PO Drawer 708
Louisburg, NC
bsturges@dstattys.com

This the 13th day of December, 2019.



Mark Dorosin

STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION
COUNTY OF ORANGE	19-CVS-1579

NORTH CAROLINA DIVISION SONS OF CONFEDERATE VETERANS, INC., Plaintiff, v. THE UNIVERSITY OF NORTH CAROLINA and THE UNIVERSITY OF NORTH CAROLINA BOARD OF GOVERNORS, Defendants, and ALYASSA BOYD, DE'IVYION DREW, ELISABETH JONES, GINA BALAMUCKI, WILLIAM HOLLAND, LILIYA OLIFERUK, and MICHELLE ROBINSON, Defendant-Intervenors.	**ORDER** **(N.C. Rule of Civ. Pro. 60(b))**

NOW COMES the Undersigned, upon the Motion for Relief from the Consent Judgment filed in this matter by Alyassa Boyd, De'Ivyion Drew, Elisabeth Jones, Michelle Robinson, Gina Balamucki, William Holland, and Liliya Oliferuk, (hereinafter "Intervenors"). Having reviewed Intervenors' Motion, all other filings in this case and considered the arguments of counsel, this Court concludes that Movants have carried their burden under Rule 60(b)(3), (4) and (6) of the North Carolina Rules of Civil Procedure. Intervenors' Motion is hereby ALLOWED.

It is hereby ORDERED that the Consent Judgement entered on November 27, 2019 is declared null and void.

This the _____ day of December, 2019

_____

Superior Court Judge Presiding

STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION
COUNTY OF ORANGE	19-CVS-1579

NORTH CAROLINA DIVISION SONS OF CONFEDERATE VETERANS, INC., Plaintiff, v. THE UNIVERSITY OF NORTH CAROLINA and THE UNIVERSITY OF NORTH CAROLINA BOARD OF GOVERNORS, Defendants, and ALYASSA BOYD, DE'IVYION DREW, ELISABETH JONES, GINA BALAMUCKI, WILLIAM HOLLAND, LILIYA OLIFERUK, and MICHELLE ROBINSON, Defendant-Intervenors.	**ORDER** **(N.C. Rule of Civ. Pro. 62(b))**

HAVING CONSIDERED the Movants' request pursuant to Rule 62(b) of the North Carolina Rules of Civil Procedure, and that the automatic stay pending notice of appeal expires December 27, 2019, and having considered Movants' Motion to Intervene and supporting affidavits, and the arguments of counsel, this Court concludes that the Consent Judgment in the above captioned case shall be stayed pending a hearing on Movants' motions in the interest of justice and for good cause shown. Therefore, it is hereby ORDERED that, pursuant to Rule 62(b) of the N.C. Rules of Civil Procedure, the

request to stay the Consent Judgment in this matter pending a hearing on Movant's motions is GRANTED.

This the _____ day of December, 2019

_____

Superior Court Judge Presiding