

RECEIVED

Apr 12 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

Case No. 2022-CP-22-00176

Kevin Penland, APPELLANT

V.

Key Largo Mobile Home Park, LLC, RESPONDENT

Record on appeal

/s/Tucker S. Player
SCBar # 16217
Player Law Firm, LLC
512 Village Church Drive
Chapin, SC 29036
803-315-6300
tucker@playerlawfirm.com
Attorney for Appellant

Other Counsel:

Marissa Drost
Floyd Law Firm
P.O. Box 14607 (29587-4607)
Surfside Beach, SC
843-238-5141 Ext. 2002 (Phone)
mndrost@floydlaw.com

Jason P. Boan
Boan Law Firm, LLC
Post Office Drawer 15849
Surfside Beach, SC 29587
(843) 232-0750
boanlawfirm@yahoo.com
Attorneys for Respondent

INDEX

1. Notice of Appeal	1
2. Final Order Initial Eviction Hearing	6
3. Culbertson Final Order Denying Appeal	9
4. Return of the Civil Appeal	11
5. Transcript 2-18-22 hearing	51
6. Transcript 2-28-22 hearing	58
7. Transcript 4-22-22 hearing	73
Certification of Counsel	94

)	2022CP2200176
)	-----
STATE OF SOUTH CAROLINA)	COMMON PLEAS CASE NUMBER
)	
)	2021CV221060104
COUNTY OF GEORGETOWN)	-----
)	MAGISTRATE CIVIL CASE NUMBER
Kevin Penland)	
APPELLANT(S))	IN THE COURT OF COMMON PLEAS
VS.)	AMENDED NOTICE OF CIVIL APPEAL
)	
Key Largo Mobile Home Park, LLC)	
RESPONDENT(S))	

Pursuant to Rule 15(a), S.C.R.C.P, a party may amend a pleading without leave of the court within 30 days after a responsive pleading is served. A Reply to Appellant’s Notice of Civil Appeal was filed and served by Respondent on March 10, 2022. Therefore, the Appellant respectfully amends his Notice of Civil Appeal, and would show the following unto the Court:

The Defendant, Kevin Penland hereby gives notice of appeal from the judgment of the magistrate’s court in the above action, to the Circuit Court of Common Pleas, in the county of Georgetown.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 2nd day of March, 2022.

The appellant’s exceptions to the judgment of the magistrate are set forth as follows:

Failure of Settlement Agreement

1. Prior to the jury trial schedule on February 18, 2022, the parties appeared to have reached an agreement, which was put on record before the court. The attorney for Key Largo stated the terms as follows:

“We, representing Key Largo mobile Home park, have agreed to settle with Kevin Penland on the following terms: This is a land lease, a lot lease... OK, that we were moving for eviction, he's agreed to be off the lot, he's agreed to stay off the mobile home park and be out within tomorrow, after the walkthrough, right. They’re doing the walkthrough tomorrow morning, 9 o'clock with the sales agent, he's gonna be out after that, um the sales

agent Mrs Dawn Holland. She's gonna put the home on the market, she's gonna act as an agent for us in the sense that we're gonna give her a check and she's gonna give it to Mr. Penland, tomorrow morning after the walkthrough, the conditions to receive the check are that there's not more than \$500 in repairs, he's telling us that there's a drain that needs to be repaired and an underpinning that may need a little bit of work and that all the repairs to get it sellable, it should be less than \$500, we take him at his word, but there's gonna be a walkthrough tomorrow. My client will bring with her a \$44,500, a \$44,500 dollar check made payable to Kevin Penland representing any and all interest that he may have in any mobile home or any claim he may have against Key Largo mobile home park or his family, Charlene Ware or Britt Ware. He's not gonna come about the property, he's not gonna bother those individuals I just mentioned, he's not gonna trespass on their property, he's not gonna appeal this claim, and he's not gonna come about and bother them anymore once he gets his check tomorrow, and that's, that's the deal we've reached that your understanding Mr. Penland.”.

2. Mr. Penland then restated the agreement as he understood it, “That is your honor. At 9 o'clock the sales agent as long as she can accept it that she will say, that no more than 500, I can put this on the market and I'll take my money, I walk away, and I lose all right to future sue or anything like that.”
3. The discrepancies between the statement of the agreement by the two parties indicates that the agreement fails for lacking a meeting of the minds. Mr. Penland’s understanding was that he would move out once they pay him for the home. Key Largo’s interpretation is unclear from their attorney’s statement of the agreement, but based on their statements in subsequent hearings and filings, Key Largo’s interpretation was apparently that Mr. Penland would move out regardless, and they could then decide whether or not to pay him for the home.

4. Under Key Largo's statement of the parties' agreement, as stated on February 18, 2022, the lack of repairs exceeding \$500 was a condition precedent for the agreement.
5. It is undisputed that Key Largo did not, in fact, pay the \$44,500 check to Mr. Penland. Key Largo's subsequent filings and representations in court indicated that they believed the home was not in sellable condition. However, they did not provide any evidence that the cost of the repairs would exceed \$500.
6. If the repairs needed to put the home in sellable condition exceeded \$500, then the agreement was void for failure of the condition precedent. If the repairs did not exceed \$500, then Key Largo breached the agreement by failing to pay the \$44,500 as promised.
7. Notably, neither statement of the agreement provided for a writ of ejectment to be issued if he failed to move out, and it did not waive Mr. Penland's request for a jury trial.
8. Therefore, the Magistrate below erred in issuing the writ of ejectment because the settlement agreement was void, either for lack of a meeting of the minds, or for failure of a condition precedent. Alternatively, the Magistrate below erred in issuing the writ of ejectment against Mr. Penland when Key Largo was in breach of the agreement.

Deprivation of Right to Jury Trial

9. On or about December 15, 2022, Mr. Penland responded to the Rule to Vacate or Show Cause by requesting a jury trial. The jury trial was scheduled for February 18, 2022. A settlement agreement was placed on the record before trial.
10. On or about February 28 and March 1, Key Largo requested the magistrate to issue a writ of ejectment, claiming misrepresentations and failure to vacate by Mr. Penland.

11. As noted above, neither version of the parties' agreement, as stated on the record on February 18, 2022, provided for a writ of ejectment to be issued if Mr. Penland failed to move out, and it did not waive Mr. Penland's request for a jury trial.
12. When the parties' agreement failed to resolve the issues, the magistrate should have returned the case to the jury court for trial. Instead, the magistrate held a hearing, regarding the alleged breach of the settlement agreement. During the hearing, the magistrate acknowledged that he lacked jurisdiction to enforce the settlement agreement because the \$44,500 payment exceeded his jurisdictional limits, but he nevertheless chose to issue a writ of ejectment based on Key Largo's claims that Mr. Penland violated the agreement.
13. Therefore, the magistrate erred in granting the writ of ejectment rather than returning the case to the jury court for trial.

Lack of Jurisdiction

14. Although Key Largo brought the case for eviction from the mobile home park, the transaction between the parties was not a simple lease of a lot, but instead an installment purchase agreement for the mobile home located on the lot. The purchase of the home was for \$40,500. This amount exceeds the jurisdictional limits of magistrate's court.
15. As Mr. Penland could not remove the home from the lot until the purchase was completed, the purchase of the home and the rental of the lot were inextricable parts of the same transaction (at least until the purchase was completed).
16. On information and belief, Key Largo brought the action as a lot eviction solely to evade its obligations under the agreement for the purchase of the mobile home.
17. As the transaction in question was an installment purchase agreement for an amount exceeding \$7,500, the magistrate court lacked jurisdiction to hear the matter or issue the writ of ejectment.

18. Additionally, the parties' settlement agreement involved a \$44,500 payment to Mr. Penland. At the hearing on February 28, 2022, the magistrate acknowledged that he lacked jurisdiction to enforce the settlement agreement because the \$44,500 payment exceeded his jurisdictional limits. However, the magistrate nevertheless chose to issue a writ of ejectment based on Key Largo's claims that Mr. Penland violated the agreement.
19. If the magistrate lacked jurisdiction to enforce the agreement in favor of Mr. Penland, he likewise lacked jurisdiction to enforce the agreement in favor of Key Largo. Therefore, any claimed violations of the settlement agreement should have been filed in the court of common pleas.
20. For the reasons stated above, the Writ of Ejectment issued March 2, 2022 should be reversed, and the action below should be dismissed with leave to re-file in the court of common pleas.
21. In the alternative, the Writ of Ejectment issued March 2, 2022 should be reversed, and this matter should be remanded to the central jury court for trial.

Respectfully Submitted,

South Carolina Legal Services

Conway, SC

Date: March 31, 2022

/s Jon A. Ozolins

Jon A. Ozolins

Attorney for Kevin L. Penland

S.C. Bar No. 78335

1201-B Creel Street, Wing A-1

Conway, SC 29527

(843) 381-8182

(843) 381-8372 (fax)

jonozolins@sclegal.org

STATE OF SOUTH CAROLINA
IN THE MAGISTRATE'S COURT
COUNTY OF GEORGETOWN

CIVIL CASE NO: 2021 CV221060104

Key Largo Mobile Home PLAINIFF
Park, LLC.
P.O. Box 15849 ADDRESS
Surfside Beach, SC 29575
CITY, STATE, & ZIP PHONE 843-232-0750

VS
Kevin Penland and DEFENDANT
Taylor Kiefer
510 Key Largo Ave. Lot # ADDRESS
Murrells Inlet SC 29576
CITY, STATE, & ZIP PHONE 843-

- RULE TO VACATE
- SUMMONS & COMPLAINT
- ORDER & RULE
- CLAIM & DELIVERY
- RULE TO SHOW CAUSE
- SUMMONS FOR RESTRAINING ORDER
- RESTRAINING ORDER
- SUBPOENA
- WRIT OF EJECTMENT
- ORDER FOR PICK-UP
- NOTICE TO QUIT
- COUNTER CLAIM

DATE OF FILING: _____
DATE OF SERVICE: _____
SERVED BY: _____
DATE OF RETURN: _____
DATE OF DISMISSAL: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)
)
)
)
)

2021C v 221060104
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

Key Largo Mobile Home Park, Llc
Po Box 15849
Surfside Beach, SC 29575
(843) 232-0750

PLAINTIFF(S)

Vs

Kevin Penland Taylor Keefer
510 Key Largo Ave, Lot 27 (Key 510 Key Largo Ave, Lot 27 (Key
Largo Mhp Largo Mhp
Murrells Inlet, SC 29576 Murrells Inlet, SC 29576

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

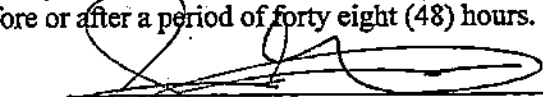
Upon Judgment of this Court, rendered on the , you are hereby Ordered to proceed to the premises located at
510 Key Largo Ave, Lot 27 (Key Largo Mhp
Murrells Inlet, SC 29576.

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate the premises. If the premises appear unoccupied and no one responds to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.**

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, a deputy sheriff may enter the premises using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway. All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.**

March 2, 2022


Central Jury

_____, being duly sworn state that:

- I personally served a copy of this Writ on _____, an occupant of the rental unit
- On _____ 20____, at _____ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- On _____ 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- Informed by Plaintiff that case is settled.

Date: _____, 20____

Sheriff/Deputy Sheriff/Constable

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)
)
)
)

2021Cv221060104
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
WRIT OF EJECTMENT

Key Largo Mobile Home Park, Llc
Po Box 15849
Surfside Beach, SC 29575
(843) 232-0750

PLAINTIFF(S)

Vs
Kevin Penland Taylor Keefer
510 Key Largo Ave, Lot 27 (Key Largo Mhp 510 Key Largo Ave, Lot 27 (Key Largo Mhp
Murrells Inlet, SC 29576 Murrells Inlet, SC 29576

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

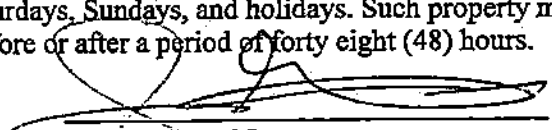
Upon Judgment of this Court, rendered on the 2nd of March 2022, you are hereby Ordered to proceed to the premises located at 510 Key Largo Ave, Lot 27 (Key Largo Mhp Murrells Inlet, SC 29576.

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have twenty four (24) hours to voluntarily vacate the premises. If the premises appear unoccupied and no one responds to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, a deputy sheriff may enter the premises using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway. All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

March 2, 2022


Central Jury

_____, being duly sworn state that:

- I personally served a copy of this Writ on _____, an occupant of the rental unit
- On _____ 20____, at _____ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- On _____ 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- Informed by Plaintiff that case is settled.

Date: _____, 20____

Sheriff/Deputy Sheriff/Constable

Kevin Penland
PLAINTIFF(S)

Key Largo Mobile Home Park
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

Magistrate's Order for Eviction is Affirmed.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/22/2022 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Georgetown Common Pleas

Case Caption: Kevin Penland VS Key Largo Mobile Home Park

Case Number: 2022CP2200176

Type: Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2022-04-22 11:54:58 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

2021CV221060104
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

RETURN OF THE CIVIL APPEAL

Key Largo Mobile Home Park, Llc
Po Box 15849
Surfside Beach, SC 29575
(843) 232-0750

PLAINTIFF(S)

Vs

Kevin Penland
510 Key Largo Ave, Lot 27 (Key Largo Mhp
Murrells Inlet, SC 29576

Taylor Keefer
510 Key Largo Ave, Lot 27 (Key
Largo Mhp
Murrells Inlet, SC 29576

DEFENDANT(S)

The attached documents comprise the case file of the Central Jury. As required by Section 18-7-60, SC Code of Laws, this file is transmitted to the Court of Common Pleas as the result of an appeal. The following documents are attached:

- Summons, Complaint and Proof of Service
- Pretrial Motions and Orders granting or denying
- Jury Strike Proceedings (if applicable)
- Trial proceedings, summary of trial
- Instructions given to jury or denied
- A Motion for Writ of Ejectment Order and a Writ of Ejectment signed by the Trial Judge
- Brief Summary Letter of the case from the Trial Judge
- All papers and notices of hearings and trial
- Notice of Appeal and date filed with the Court
- Other (describe):

Judge Louis R. Jett / TC
JUDGE CLERK

ALMA Y. WHITE
CLERK OF COURT
2022 MAR -9 AM 8:38

Central Jury
333 Cleland Street
Post Office Box 807
Georgetown, SC 29440
Phone: (843) 545-3383
Fax: (843) 545-3394

March 7, 2022

Murrells Inlet Magistrate

Judge : James Kin McKenzie
14363 Ocean Highway, Suite 1
Pawleys Island, SC 29585

Phone:(843) 545-3635 Fax:(843) 545-3641

Received From: Boan, Jason Preston
PO Box 15849
Surfside Beach, SC 29587
Paying for: Key Largo Mobile Home Park, Llc
Transaction Type: Civil Payment
Payment Type: Check \$40.00
Total Paid: \$40.00

Date: 11/24/2021
Receipt #: 56571
Clerk: c22clilly

Reference #: 5959
Comment: RTV
Non-Refundable

You may check the status of your Georgetown case at:
<http://www.sccourts.org/caseSearch/>

<u>Case #</u>	<u>Caption</u>	<u>Previous Balance</u>	<u>Amount Paid</u>	<u>Balance Due</u>
2021CV221060104	Key Largo Mobile Home Park, Llc VS Kevin Penland , defendant, et al	\$40.00	\$40.00	\$0.00
Total Cases: 1		\$40.00	\$40.00	\$0.00

Murrells Inlet Magistrate
14363 Ocean Highway, Suite 1
P.O. Box 1830
Pawleys Island, SC 29585

AFFIDAVIT OF SERVICE

Personally appeared before me _____

who, being duly sworn, says that, on the

_____ Day of _____ 20 _____

s/he served _____

the defendant within named, the Summons

and Complaint in this action, by delivering

copies thereof to _____

personally, and leaving the same with _____

at _____

the place of residence/work/other of said

Defendant and Deponent is not a party to

The action.

Deputy Sheriff/Constable/Process Server

DATE _____

COURT ORIGINAL

DEFENDANT'S COPY

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

IN THE MAGISTRATE'S COURT

RULE TO VACATE

WRIT OF EJECTMENT

Key Largo Mobile Home Park, LLC
Po Box 15849
Surfside Beach, SC 29575

VS

PLAINTIFF(S)

Kevin Penland
510 Key Largo Ave, Lot 27 (Key Largo Mhp)
Murrells Inlet, SC 29576

Taylor Keefer
510 Key Largo Ave, Lot 27 (Key Largo Mhp)
Murrells Inlet, SC 29576

DEFENDANT(S)

CASE NUMBER 2021CV221060104
DISPOSITION OF CASE

PLAINTIFF PRESENT

DEFENDANT PRESENT

LIQUIDATED ACCOUNT

UNLIQUIDATED ACCOUNT

RULED FOR PLAINTIFF

\$ _____ CLAIM

\$ _____ COURT COST

\$ _____ TOTAL

RULED FOR DEFENDANT

DEFAULT

SETTLED

OTHER _____

JUDGE

DATE

PAGE 14

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

) IN THE MAGISTRATE COURT
)
) CASE NO. 21CV22____

Key Largo Mobile Home Park, LLC,
Plaintiff,

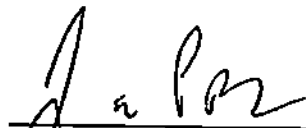
vs.

)
)
) **SUMMONS FOR RELIEF**
)
)
)

Kevin Penland and Taylor Keefer,
Defendants.

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the Plaintiff(s)' attorney at Post Office Box 15849 (29587), 1500 US Highway 17 North, Suite 207 of The Courtyard, Surfside Beach, South Carolina, 29575 within thirty (30) days after the service hereof, exclusive of the day of service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff(s) in this action will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint.



JASON P. BOAN, SC Bar No. 13511
BOAN LAW FIRM
P. O. Box 15849
Surfside Beach, SC 29587
(843) 232-0750
ATTORNEY FOR THE PLAINTIFF

11/18, 2021

Surfside Beach, SC

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)
Key Largo Mobile Home Park, LLC)
Plaintiff,)
vs.)
Kevin Penland and Taylor Keefer,)
Defendants.)

IN THE MAGISTRATE COURT
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2021CV22

**APPLICATION FOR EJECTMENT
(Eviction)**

Key Largo Mobile Home Park, by and through its undersigned counsel, Jason P. Boan, of the Georgetown County Bar, complains against the above named Defendants as follows:

1. Key Largo Mobile Home Park, LLC the Plaintiff in this action, is the landlord-lessor of premises within the jurisdiction of the Murrells Inlet Magistrate’s Office which is described as 510 Key Largo Avenue, Lot #27, Murrells Inlet, South Carolina 29576.

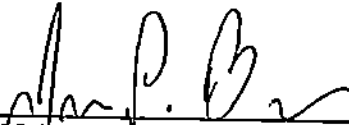
2. Plaintiff would respectfully show unto the Court that, with regard to the above referenced premises, a landlord-tenant relationship exists between Plaintiff and the Defendants, Kevin Penland and Taylor Keefer, the tenants-lessees, as evidenced by the Lease Agreement signed by both parties on April 1, 2021 and attached hereto as Exhibit A.

3. Plaintiff would respectfully show unto the Court that it is entitled to eviction and ejectment of the Defendants for the following reasons:

- A. Defendants have failed to pay any lot rent since March 13, 2021 and currently owe \$955.00.
- B. The Lease Agreement specifies that the lease is on a month to month basis and Plaintiff terminated this lease on August 20, 2021 in a certified letter, a copy of which is attached as Exhibit B.

4. Based thereon, Plaintiff is informed and believes it is entitled to an Order immediately evicting the Defendants from the premises.

Respectfully submitted,



JASON P. BOAN, S.C. BAR NO. 13511
BOAN LAW FIRM, LLC
Post Office Drawer 15849
Surfside Beach, South Carolina 29587
(843) 232-0750 Fax: (843) 232-0770
boanlawfirm@yahoo.com
ATTORNEY FOR THE PLAINTIFF

November 21, 2021

Surfside Beach, SC

EXHIBIT

A

KEY LARGO MOBILE HOME PARK
3610 HIGHWAY 17 BUSINESS
P.O BOX 546
MURRELLS INLET, SC 29576

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

This agreement made into this 15th day of April 2021 between Key Largo Mobile

Home Park, hereinafter called landlord, and Kevin Penland

Spouse: Taylor Keefel, hereinafter called tenant (s)

Address: 510 Key Largo Ave

Home Phone: _____ Cell Phone: 843 231 1485 Work Phone: _____

Present Address _____

Child: _____ age _____ Child: _____ age _____ Child: _____ Age: _____

Pets (Yes () no. If yes, name of pet 2 Breed MIX
Only small inside house pets allowed, and they must be on a leash while outside. NO EXCEPTIONS Pets
Cannot be tied outside. When not with owner, pets must be inside the home. If any animals are found running
loose in park, they will be picked up and taken to animal shelter.

In consideration of the mutual covenants herein contained and the payment of the rental hereinafter set forth,
Landlord hereby demises and leases unto tenant lot # 27 of Key Largo Mobile Home Park, Murrells
Inlet, in the state and county aforesaid.

To have and to hold same for tenancy, from month to month, commencing on the 15th day of April
2021, upon the following conditions:

[1] The rental shall be \$ 390 per month. Monthly rental payments are payable in advance on the first day
of each month. After the 5th day of each month, there will be a \$50.00 [FIFTY DOLLAR] late charge. THIS
IS YOUR NOTICE: IF YOU DO NOT PAY YOUR RENT WITHIN FIVE DAYS OF YOUR DUE DATE,
THE LANDLORD CAN START TO HAVE YOU EVICTED. YOU WILL GET NO OTHER NOTICE AS
LONG AS YOU LIVE IN THIS RENTAL SPACE. If the tenancy begins at a time other than the first of the
month, the pro-rata monthly rental for that month, together with the monthly rental for the next month
following shall be paid in advance.

[2] Upon the execution of this rental agreement, the tenant shall pay the landlord an Entry Fee of [One NA
Thousand, Six Hundred Dollars] (\$1,600.00) in addition to a Security Deposit of [One Thousand, Six
Hundred Dollars (\$ 1,600.00)]. The tenant agrees to pay for any damage to the landlord's property caused by
the tenant, and members of his/her family or guests of the tenants. The landlord may apply the deposit to any
such damage or the unpaid rent in the event of default. Upon termination of the tenancy, if no payments are
due for unpaid rent or damages, the balance of this deposit will be returned to the tenant by the landlord
within Ninety (90) days.

[3] The rules and regulations of Key Largo Mobile Home Park as amended from time to time are
incorporated herein by reference, and made a part of this rental agreement. A copy of such rules and
regulations as amended to NO if attached hereto. The tenant agrees that he, his family

and guests will abide by said rules and regulations as amended.

[4] It is expressly agreed that for purposes of the rental agreement that the mobile home placed on the demised lot is personally and not realty.

[5] The tenant shall not sublet the demised premises or any part thereof or assign this agreement without the Landlords written consent.

[6] The tenant agrees to indemnify and hold the Landlord harmless from any claim by the tenants guests for loss, damage, or injury of any kind which occurs in the park

[7] Either the Landlord or the tenant may terminate this rental at the end of any month, by giving the other notice of such intent, which notice must be given thirty (30) days prior to the date of termination. Neither the mobile home nor the personal property of the tenant shall be moved from the premises until all unpaid rent and damages due by the tenant to the Landlord have been paid in full.

[8] No one other than the names that are on the lease agreement shall reside in Key Largo Mobile Home Park.

[9] The Landlord may at its option terminate this rental agreement upon the happening of any one of or more of the following events :

[A] Violation of any rule or regulation of Key Largo Mobile Home Park as amended from time to time.

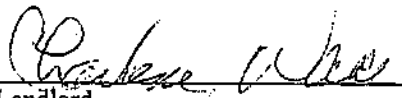
[B] Failure to pay rent when due.

[C] Violation of any terms or conditions of this rental agreement.


In the event the Landlord elects to terminate the rental agreement for a default of the tenant, the tenant shall be and remain liable for all unpaid rent which is due hereunder, for damages, for violation of this agreement and the cost of collection of the aforesaid amounts including reasonable attorney fees and the Landlord shall have available to it all remedies provided by law of equity.

In WITNESS HEREOF, the parties have placed their hand and seals.

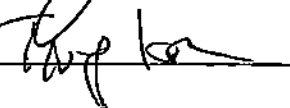
KEY LARGO MOBILE HOME PARK

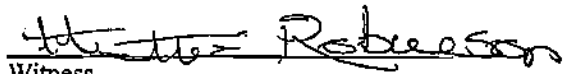
BY 
Landlord

DATE 4-1-21

TENANT 

DATE 01 APR 21

Tenant's Spouse 


Witness

Witness

|

**KEY LARGO MOBILE HOME PARK
P.O. BOX 546
MURRELLS INLET, SC 29576**

RULES AND REGULATIONS

The following Rules and Regulations apply to all tenants of Key Largo mobile Home Park.

- (1) **Acceptance:** The right to refuse admittance to any person is reserved. References may be required and checked before admittance. The mobile home must be new, have a shingled roof, vinyl siding and a minimum of 14 feet in width and a removable tongue. No tongues will protrude from the mobile home.
- (2) **Registration:** Each tenant must be registered with the owners and/or lessors. A rental agreement must be signed before a mobile home can be parked in it's space. Rent is stipulated in the rental agreement. Arrangements may be made to pay rent on a quarterly basis, after 1st year as legal residence of Key Largo Mobile Home Park, by owners and/or lessors.
- (3) **Parking of Mobile Home:** Parking of Mobile Homes will be done under the supervision of the lessors. The lessee will have to give the owners and/or lessors an exact date of arrival of the mobile home.
- (4) **Care and appearance of Mobile Home Spaces:**
 - (A) Underpinnings are required around each Mobile Home and decks. Underpinnings must be a solid vinyl, and must be a matching color. No lattice or metal underpinnings are allowed.
Underpinnings provide a storage area for unsightly items.
A maximum of four weeks will be allowed for installation.
 - (B) Each space must be left neat and clean. Boxes, bottles, cans or unsightly debris will not be tolerated.
 - (C) All toys must be put inside, underneath, or in storage facility when not in use.
 - (D) Porches and masonry work must be approved by owners and/or lessors prior to installation. No painting of Mobile Homes will be allowed without written approval of owners and/or lessors. No storage buildings allowed. If there is an existing extension, you will have a maximum of (90) ninety days to be removed.

(E) Vacant spaces are not to be disturbed, nor plants removed from them.

(F) All plants become property of the park. No plants can be removed if the tenant moves.

(G) Tenants are expected to maintain the shrubs and the flower beds in an immaculate condition. If the tenant fails to do so, the owners and/or lessors will cause it to be put in proper condition and the tenant will be required to **BEAR THE COST OF SUCH SERVICE.**

(H) **NO FENCES ARE ALLOWED**

(5) **Auto Parking and Cars:** Parking space sufficient to accommodate two automobiles is provided at each Mobile Home Space (two vehicles allowed per space). No disabled vehicles allowed. You are not allowed to work on vehicles in the park.

(6) **Speed Limits:** Sensible speed limits have been posted and must be observed not only by the Tenants but also by their families and visitors. The roadway is to accommodate vehicle and pedestrian traffic.

(7) **Children:** Parents are expected to exercise reasonable control over their children's conduct and will be held responsible for any damages caused by them. Children must not play in the streets.

(8) **Pets:** No large animals are allowed in the Mobile Home Park. Small domestic pets are acceptable, provided they are not a nuisance and are kept inside the mobile home. When outside, the master (pet owner) is to be continuously with the pet. The small domestic pets are not to go in other tenant's yard. It is specifically understood that said pets shall be kept quiet. The pets are not to disturb the other tenants. **ALL PET WASTE IS TO BE PICKED UP AND DISPOSED OF BY OWNER**

(9) **Water:** Please do not be wasteful through neglect or over use. No washing of vehicles in mobile home park. We the owners and/or lessors, hope to keep from having to impose an additional water charge. Through you, the tenants, this can be avoided.

- (10) Gas and fuel tanks are not allowed.
- (11) **Soliciting:** No soliciting or operating a commercial enterprise will be allowed in the park, without the consent of the owners and/or the lessors. If you are approached by an unknown solicitor, please require him or her to show a permit from the owners and/or lessors. If he does not have a valid permit, please notify the owners and/or lessors. Telephone # 843-651-2517
- (12) **Sale and rental of mobile home:** No tenant shall have the right to rent his mobile home without the consent of the owners or lessors. In the event of the sale of the mobile home, the purchasers will not be able to keep it in the park without the consent of the owners/or lessors. **THE LANDLORD SHALL BE NOTIFIED IF THE TENANT DECIDES TO SELL THE MOBILE HOME.**
- (13) **Improper Conduct:** The park may require any tenant to vacate for being a nuisance, engaging in improper conduct, or violating any rule or regulation of the park.
- (14) **Peace and quiet:** Radios, televisions, and other sources of noise must be kept within the bounds of moderation at all times. Loud and boisterous parties will not be permitted. No BB guns, or firearms may be carried or fired in the park. Fireworks are not allowed. Electronic devices which interfere with T.V. or radio of other homes are prohibited. No T.V. antennas.
- (15) **Complaints:** If the tenant has a complaint or recommendation, please discuss it with the owners and/or lessors. It will be graciously received and due consideration will be given.
- (16) **Liability:** The park is not responsible or liable for fire or theft or damage of any kind, to any mobile home, car or other personal property owned by the tenant or his guest, nor will it be responsible or liable for any personal injuries to any persons on the premises. The park will not be responsible for injury or damage to property.
- (17) **Termination:** The owners and/or lessors should be notified of the exact date of move and will assist in moving the mobile home in order that all utilities may be properly disconnected and also to avoid damage to the mobile home, trees, shrubbery, and similar items. No mobile home can be moved until all amounts owed to the park have been paid in full

(18) Amendment of Rules and Regulations: The rules and regulations may be amended at any time by the park. The amendments will be posted on the parks bulletin board. A copy of the amendments will be delivered to each tenant's mobile home, however, the posting of the amendments on the parks bulletin board will cause it to be effective and receipt by the occupant is not necessary for it to be effective.

(19) No boats or RV'S allowed

(20) Window unit A/C's are not allowed

(21) Clotheslines are not allowed.

Tenant Kevin Penland Date 01 APR 21

Spouse Taylor Keefes Date 01 APR 21

EXHIBIT

B

Key Largo Mobile Home Park
680 Eden Ave.
Murrells Inlet, SC 29576

August 20, 2021

Kevin Penland
Taylor Keefer
510 Key Largo Ave. Lot # 27
Murrells Inlet, SC 29576

Ref: Key Largo Mobile Home Park Lot # 27

Dear Kevin Penland & Taylor Keefer,

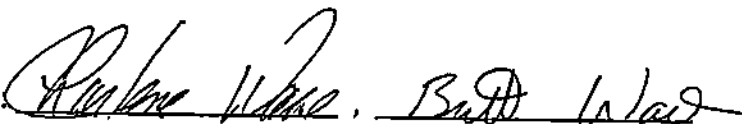
Please be advised that it is the desire of key Largo M.H.P. to terminate your month to month tenancy on lot # 27. You have been a month to month tenant of the park since April 1, 2021, pursuant to a written month to month rental agreement executed by you as a tenant, and Charlene Ware on behalf of Key Largo M.H.P.

Under paragraph 9 of said agreement, the landlord may at his/her option terminate the rental agreement upon the happening of any violation of rules and/or regulations of Key largo M.H.P. The park may require any tenant to vacate for violation of any rules or regulations of the park.

Under paragraph 7 of said agreement, either the landlord or the tenant may terminate the rental agreement at the end of (30) thirty days prior to the date of termination. Under said paragraph 7, the effective date of this notification is September 20, 2021 to vacate the premises.

Sincerely,

Landlord(s)



Charlene Ware

Britt Ware

Key Largo Mobile Home Park

7012 2210 0002 0895 1121

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

Murrells Inlet, SC 29576
OFFICIAL USE

Postage	\$2.85
Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$7.00

0576
04
Postmark
Here
08/20/2021

Sent To: Kevin Penland, Taylor Keefe
 Street, Apt. No. or PO Box No. 510 Key Largo Ave. Lot # 27
 City, State, ZIP+4 Murrells Inlet, SC 29576
 PS Form 3800, August 2006 See Reverse for Instructions

INSTRUCTIONS FOR EVICTION HEARINGS

1. Both plaintiff and defendant have the right to come to court and give his/her side of the case.
2. If either party desires a jury trial, s/he must request one in writing at least 5 business days before the date originally scheduled for the hearing.
3. Parties may come to court and speak for themselves, or they may have a lawyer represent them. If you want a lawyer, you should get one right away.
4. Parties may call the South Carolina Lawyer Referral Service at (800) 868-2284 and ask them to refer you to a lawyer if you do not have one.
5. If the defendant cannot afford a lawyer, you may call South Carolina Legal Services at (888) 346-5592 to see if you qualify for free legal assistance.
6. It is the parties' responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones.
7. The Court will not telephone a witness to take testimony.
8. The Court cannot reschedule a case because a witness is not present *unless* the witness is under subpoena.
9. The Court will issue subpoenas to any witnesses if you advise the Court at least 10 days before trial of the name, address, and phone number of the witness. If you wish to subpoena a witness in your county, you will have to mail or deliver a fee of \$8.00 to the magistrate's court for preparing and serving a subpoena. The party requesting the subpoena is required to pay to the subpoenaed witness a fee of \$25.00 plus mileage for each day's attendance. (See Rule 45(b)(1) of the South Caroline Rules of Civil Procedure.)
10. If an emergency arises (not a mere inconvenience or a conflict) and you cannot be in Court at your scheduled time, you must notify the Court immediately.
11. If you are an active member of the Armed Services of the United States, please advise the Court immediately upon receipt of this notice.
12. If you are a business and are going to be represented by someone who is not an attorney, a Non-Lawyer Authorization Form *must* be on file at the Magistrate's Office before trial. (See Rule 21 of the South Carolina Civil Rules of Magistrate Court, Business Representation.)

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

2021C 221060104
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Key Largo Mobile Home Park, LLC
Po Box 15849
Surfside Beach, SC 29575

Phone: (843) 232-0750

Vs PLAINTIFF(S)

Kevin Penland Taylor Keefer
510 Key Largo Ave, Lot 27 (Key Largo Mhp)
Murrells Inlet, SC 29576

Phone:

TO Kevin Penland Taylor Keefer: Key Largo Mobile Home Park, LLC is asking this Court to evict you from the property located at because they claim that: DEFENDANT(S)

- You have failed to pay rent when due or demanded in the amount of \$955.00.
- The terms of your tenancy or occupancy have ended.
- You have violated the terms or conditions of your lease by:


You the defendant(s) and lessee(s) of the premises listed at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Murrells Inlet Magistrate
14363 Ocean Highway, Suite 1
P.O. Box 1830
Pawleys Island, SC 29585
(843) 545-3635

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

11/24/2021


Judge James K. McKenzie, Murrells Inlet Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Kevin Penland Taylor Keefer on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
2. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT	
3. _____	_____	_____		

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE SIGNATURE OF SERVER

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

_____ MAGISTRATE'S CLERK

STATE OF SOUTH CAROLINA)
 COUNTY OF GEORGETOWN)

2021CV22
 CIVIL CASE NUMBER
 IN THE MAGISTRATE'S COURT

Key Largo Mobile Home Park, LLC)
 PLAINTIFF(S))
 VS.)
Kevin Penland and Taylor Keefer)
 DEFENDANT(S))

RULE TO VACATE OR SHOW CAUSE
 (Eviction)

NOV 2021
 GEORGETOWN
 SUMMARY COURT

TO [Defendant(s)]: [Landlord] is asking this Court to evict you from the property located at 510 Key Largo Avenue, Lot 27, Murrells Inlet, SC 29576, because they claim that:

- You have failed to pay rent when due or demanded in the amount of \$955.00.
- The terms of your tenancy or occupancy have ended.
- You have violated the terms or conditions of your lease by: _____

You, Kevin Penland and Taylor Keefer, the defendant and lessee of the premises listed above, and all others are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR to contact Magistrate James K. McKenzie located at 14363 Ocean Highway, Suite 1, Pawleys Island, SC 29585, PHONE: (843) 545-3635 within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

Dated: _____

 MAGISTRATE JUDGE

Personally appeared before me, the undersigned deponent who, being duly sworn, says that s/he is a person over 18 years of age not a party or attorney in this action and that s/he attempted to serve the Rule to Vacate or Show Cause on [Defendant(s)] on the following dates/times:

	DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	SETTLED/DATE	_____
3.	_____	_____	_____	VACANT/DATE	_____

SWORN to and Subscribed before me)
 This _____ Day of _____)
 _____)
 NOTARY PUBLIC OR JUDGE)

 SIGNATURE OF SERVER

On _____, I deposited a copy of this document in the United States Mail in an envelope addressed to the Defendant(s) above with first class postage affixed thereto.

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

2021C 21060104
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Key Largo Mobile Home Park, LLC
Po Box 15849
Surfside Beach, SC 29575

Phone: (843) 232-0750

Vs PLAINTIFF(S)

Kevin Penland
510 Key Largo Ave, Lot 27 (Key Largo Mhp)
Murrells Inlet, SC 29576

Taylor Keefer

Phone:

TO Kevin Penland Taylor Keefer: Key Largo Mobile Home Park, LLC DEFENDANT(S)
property located at because they claim that: is asking this Court to evict you from the

- You have failed to pay rent when due or demanded in the amount of \$955.00.
- The terms of your tenancy or occupancy have ended.
- You have violated the terms or conditions of your lease by:


You the defendant(s) and lessee(s) of the premises listed at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Murrells Inlet Magistrate
14363 Ocean Highway, Suite 1
P.O. Box 1830
Pawleys Island, SC 29585
(843) 545-3635

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

11/24/2021


Judge James K. McKenzie, Murrells Inlet Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Kevin Penland Taylor Keefer on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. _____	_____	_____	12/2/21	11:15
2. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT

Taylor Keefer

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE


SIGNATURE OF SERVER

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

STATE OF SOUTH CAROLINA)

COUNTY OF GEORGETOWN)

2021C 1060104
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Key Largo Mobile Home Park, LLC
Po Box 15849
Surfside Beach, SC 29575

Phone: (843) 232-0750

Vs _____ PLAINTIFF(S)

Kevin Penland Taylor Keefer
510 Key Largo Ave, Lot 27 (Key Largo Mhp)
Murrells Inlet, SC 29576

Phone: _____

TO Kevin Penland Taylor Keefer: Key Largo Mobile Home Park, LLC is asking this Court to evict you from the property located at because they claim that: DEFENDANT(S)

You have failed to pay rent when due or demanded in the amount of \$955.00.

The terms of your tenancy or occupancy have ended.

You have violated the terms or conditions of your lease by:


You the defendant(s) and lessee(s) of the premises listed at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Murrells Inlet Magistrate
14363 Ocean Highway, Suite 1
P.O. Box 1830
Pawleys Island, SC 29585
(843) 545-3635

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

11/24/2021


Judge James K. McKenzie, Murrells Inlet Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Kevin Penland Taylor Keefer on the following dates/times:

DATE TIME INITIALS DATE OF SERVICE 12/2/21 TIME OF SERVICE 1:15
1. _____ SETTLED/DATE _____ VACANT/DATE _____

2. _____ PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT

3. _____ Kevin Penland

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE


SIGNATURE OF SERVER

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

IN THE MAGISTRATE'S COURT
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2021CV221060104

Key Largo Mobile Home Park, LLC,)
Plaintiff,)
vs.)
Kevin Penland and Taylor Keefer,)
Defendants.)

MOTION FOR WRIT OF EJECTMENT

The Plaintiff, by and through its undersigned counsel, respectfully moves before this Court for an immediate Writ of Ejectment against the above-named Defendant, Kevin Penland.

Such grounds for the Motion are based on the Defendant's continual misrepresentations to the Court that he will voluntarily vacate the lot, that the home is in sellable condition and that the repairs he promised to make have been completed.

The Plaintiff will show that the sales agent that was in Court on February 28, 2022, went to the mobile home after 4:00 p.m. as requested. The Plaintiff will show that the sales agent, as well as one of the Plaintiff's agents, entered the home and discovered that the bathroom shower was in disrepair and did not have any working plumbing. The shower head was held up by a nail and the pictures presented to the Court showing a completed bathroom were staged. Attached to this Motion please see Affidavit of Dawn Holland with pictures (Exhibit "1").

This is the second occasion that the Defendant, Kevin Penland, has misrepresented to the Court that the home would be left in a fit and sellable condition and that he would vacate by a specified time.

The Plaintiff will additionally show that the only rights that the Defendant ever had associated with that property was a lot lease that did not pass or possess any rights associated with the mobile home. (Exhibit #2 - Lease Agreement).

JTB

The Defendant's lot lease was terminated and he should have vacated as of September 1, 2021. (Exhibit #3 – Certified Letter terminating Lease).

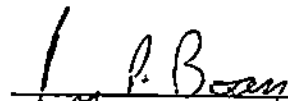
This action for eviction was filed on November 24, 2021, and stalled as a result of the Defendant's request for a jury trial.

At the call of the case at the jury trial, the Defendant admitted, under oath to the Court, that he had no rights to the lot or land on which the mobile home sits.

Any claims that the Defendant has to the mobile home is purely civil in nature and, should he have any rights there are appropriate remedies in other Courts to address any claim he has for money.

The action before the Court is exclusively an action for Eviction and the Plaintiff respectfully requests this Court immediately issue a Writ of Ejectment.

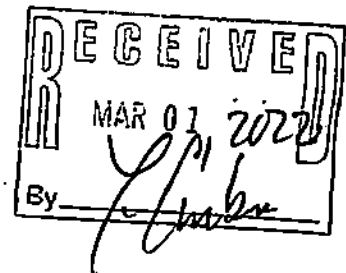
Respectfully Submitted,



JASON P. BOAN, SC Bar No. 13511
BOAN LAW FIRM, LLC
Post Office Drawer 15849
Surfside Beach, South Carolina 29587
(843) 232-0750 Fax: (843) 232-0770
Jason@boanlawfirm.com
ATTORNEY FOR PLAINTIFF

March 1, 2022

Surfside Beach, SC



PLAINTIFF'S EXHIBIT "1"

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

IN THE MAGISTRATE'S COURT
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2021CV221060104

Key Largo Mobile Home Park, LLC,)
Plaintiff,)

vs.)

Kevin Penland and Taylor Keefer,)
Defendants.)

AFFIDAVIT OF DAWN HOLLAND

PERSONALLY appeared before me, Dawn Holland, who, after being duly sworn, deposes and states, as truthful, the following:

1. I am Dawn Holland, a licensed real estate agent in Horry County, South Carolina.
2. I was in Court on February 28, 2022, at the Hearing between Key Largo Mobile Home Park and Kevin Penland. I was asked to return to the mobile home after 4:00 p.m. and verify whether or not the work had been done and whether or not my home was in sellable condition.
3. I arrived after 4:00 p.m. and went into the home as requested. The mobile home was not as the Defendant presented to the Court and is presently not in sellable condition. Specifically, the plumbing in the shower has not been connected and the shower head was being held up by a nail. It appears to me that the photographs that I had been sent which were shown to the Court were staged.
4. There is no working plumbing in the shower.
5. I am also worried that I am being followed by Kevin Penland. Mr. Penland was supposed to vacate the property at 4:00 p.m. but, right after I arrived he called and when I left he called again. It worries me that he may be following me.

6. The above statements are true and accurate and the attached pictures are pictures which I took for the purposes of showing the Court what it was presented to look like before the Hearing and what the shower actually looks like upon inspection after 4:00 p.m. on February 28, 2022.

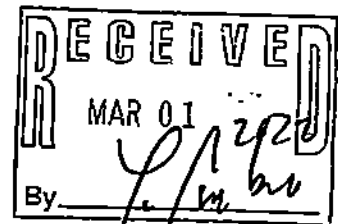
Further affiant sayeth not.

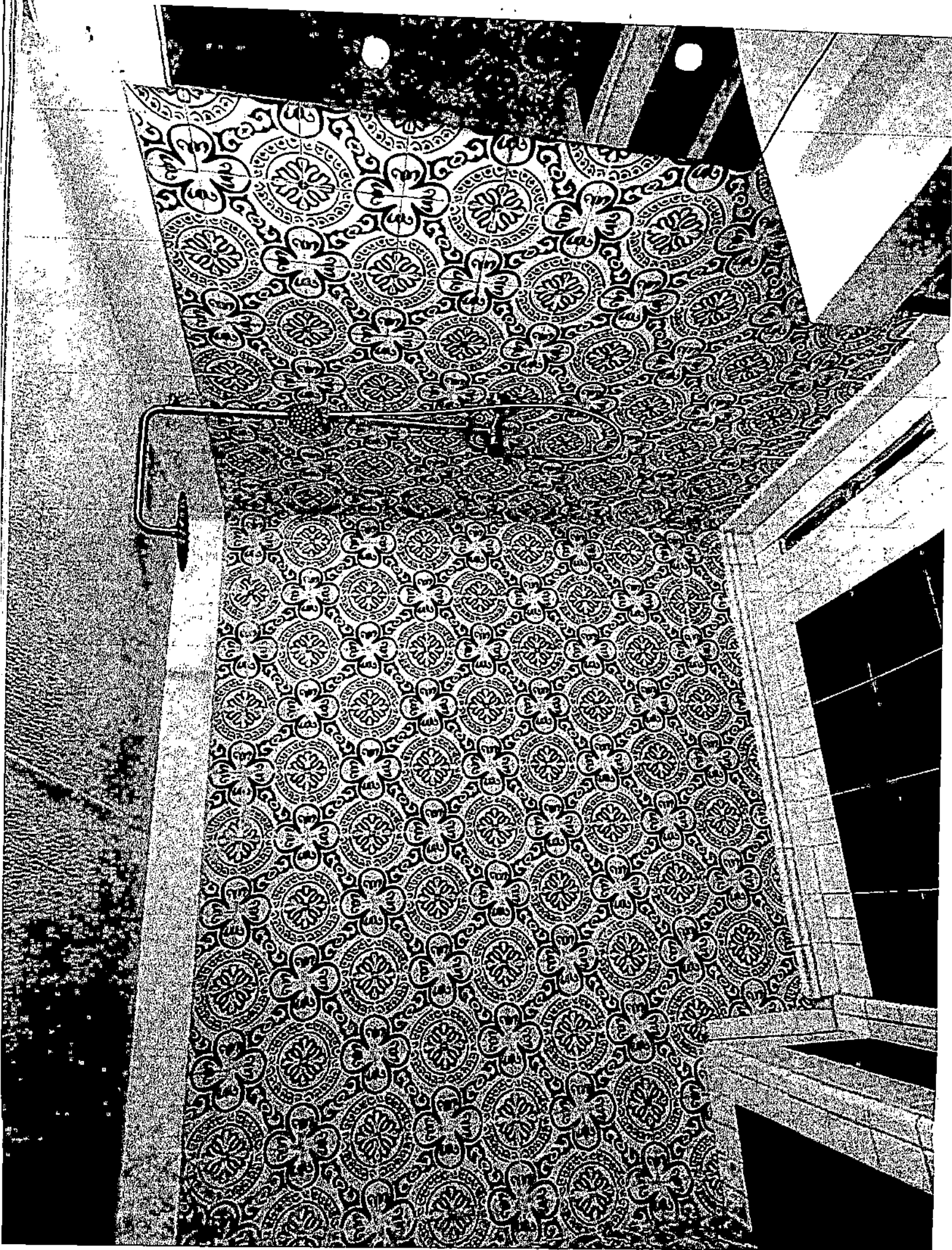
Dawn Holland
DAWN HOLLAND

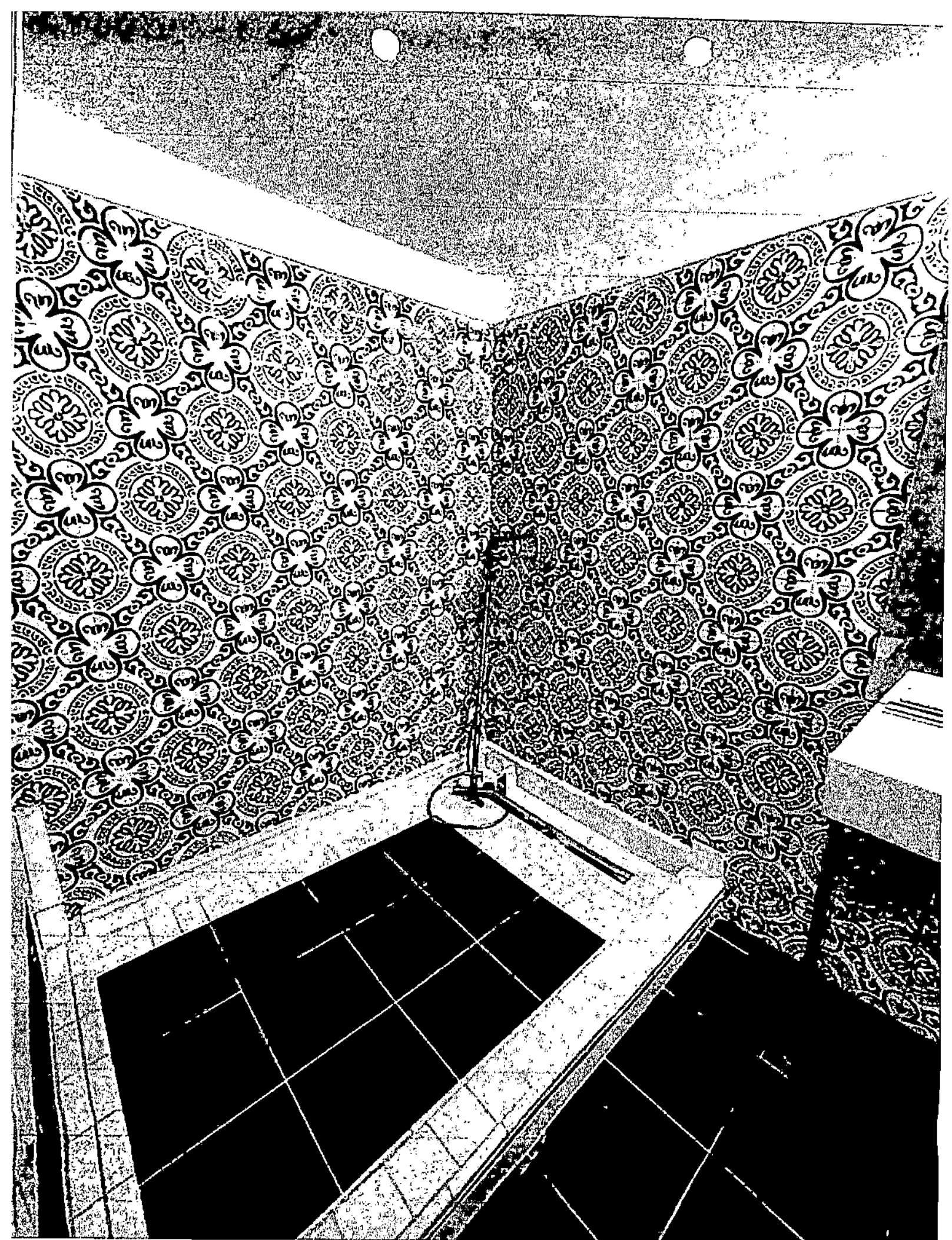
SWORN to before me

this 1ST day of March, 2022.

Peggy J. Clifford (L.S.)
Notary Public for South Carolina
My Commission Expires: 06/29/2928







PLAINTIFF'S EXHIBIT "2"

KEY LARGO MOBILE HOME PARK
3610 HIGHWAY 17 BUSINESS
P.O BOX 546
MURRELLS INLET, SC 29576

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

This agreement made into this 1st day of April 2021 between Key Largo Mobile

Home Park, hereinafter called landlord, and Kevin Penland

Spouse: Taylor Keetel, hereinafter called tenant (s)

Address: 510 Key Largo Ave

Home Phone: _____ Cell Phone: 843 231 1485 Work Phone: _____

Present Address _____

Child: _____ age _____ Child: _____ age _____ Child: _____ Age: _____

Pets (Yes () no. If yes, name of pet 2 Breed MIX
Only small inside house pets allowed, and they must be on a leash while outside. NO EXCEPTIONS Pets
Cannot be tied outside. When not with owner, pets must be inside the home. If any animals are found running
loose in park, they will be picked up and taken to animal shelter.

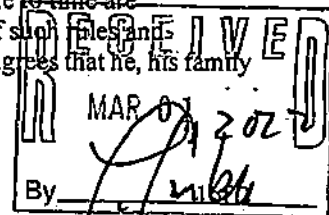
In consideration of the mutual covenants herein contained and the payment of the rental hereinafter set forth,
Landlord hereby demises and leases unto tenant lot #27 of Key Largo Mobile Home Park, Murrells
Inlet, in the state and county aforesaid.

To have and to hold same for tenancy, from month to month, commencing on the 1st day of April
2021, upon the following conditions:

[1] The rental shall be \$390 per month. Monthly rental payments are payable in advance on the first day
of each month. After the 5th day of each month, there will be a \$50.00 [FIFTY DOLLAR] late charge. THIS
IS YOUR NOTICE: IF YOU DO NOT PAY YOUR RENT WITHIN FIVE DAYS OF YOUR DUE DATE,
THE LANDLORD CAN START TO HAVE YOU EVICTED. YOU WILL GET NO OTHER NOTICE AS
LONG AS YOU LIVE IN THIS RENTAL SPACE. If the tenancy begins at a time other than the first of the
month, the pro-rata monthly rental for that month, together with the monthly rental for the next month
following shall be paid in advance.

[2] Upon the execution of this rental agreement, the tenant shall pay the landlord an Entry Fee of [One NA
Thousand, Six Hundred Dollars] (\$1,600.00) in addition to a Security Deposit of [One Thousand, Six
Hundred Dollars] (\$1,600.00). The tenant agrees to pay for any damage to the landlord's property caused by
the tenant, and members of his/her family or guests of the tenants. The landlord may apply the deposit to any
such damage or the unpaid rent in the event of default. Upon termination of the tenancy, if no payments are
due for unpaid rent or damages, the balance of this deposit will be returned to the tenant by the landlord
within Ninety (90) days.

[3] The rules and regulations of Key Largo Mobile Home Park as amended from time to time are
incorporated herein by reference and made a part of this rental agreement. A copy of such rules and
regulations as amended to NO if attached hereto. The tenant agrees that he, his family



and guests will abide by said rules and regulations as amended.

[4] It is expressly agreed that for purposes of the rental agreement that the mobile home placed on the demised lot is personally and not realty.

[5] The tenant shall not sublet the demised premises or any part thereof or assign this agreement without the Landlords written consent.

[6] The tenant agrees to indemnify and hold the Landlord harmless from any claim by the tenants guests for loss, damage, or injury of any kind which occurs in the park

[7] Either the Landlord or the tenant may terminate this rental at the end of any month, by giving the other notice of such intent, which notice must be given thirty {30} days prior to the date of termination. Neither the mobile home nor the personal property of the tenant shall be moved from the premises until all unpaid rent and damages due by the tenant to the Landlord have been paid in full.

[8] No one other than the names that are on the lease agreement shall reside in Key Largo Mobile Home Park.

[9] The Landlord may at its option terminate this rental agreement upon the happening of any one of or more of the following events :

[A] Violation of any rule or regulation of Key Largo Mobile Home Park as amended from time to time.

[B] Failure to pay rent when due.

[C] Violation of any terms or conditions of this rental agreement.

In the event the Landlord elects to terminate the rental agreement for a default of the tenant, the tenant shall be and remain liable for all unpaid rent which is due hereunder, for damages, for violation of this agreement and the cost of collection of the aforesaid amounts including reasonable attorney fees and the Landlord shall have available to it all remedies provided by law of equity.

In WITNESS HEREOF, the parties have placed their hand and seals.

KEY LARGO MOBILE HOME PARK

BY [Signature]
Landlord

DATE 4-1-21

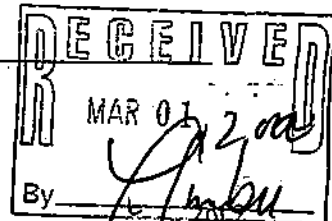
TENANT [Signature]

DATE 01 APR 21

Tenant's Spouse [Signature]

[Signature]
Witness

Witness



PLANIFF'S EXHIBIT "3"

Key Largo Mobile Home Park
680 Eden Ave.
Murrells Inlet, SC 29576

August 20, 2021

Kevin Penland
Taylor Keefer
510 Key Largo Ave. Lot # 27
Murrells Inlet, SC 29576

Ref: Key Largo Mobile Home Park Lot # 27

Dear Kevin Penland & Taylor Keefer,

Please be advised that it is the desire of key Largo M.H.P. to terminate your month to month tenancy on lot # 27. You have been a month to month tenant of the park since April 1, 2021, pursuant to a written month to month rental agreement executed by you as a tenant, and Charlene Ware on behalf of Key Largo M.H.P.

Under paragraph 9 of said agreement, the landlord may at his/her option terminate the rental agreement upon the happening of any violation of rules and/or regulations of Key Largo M.H.P. The park may require any tenant to vacate for violation of any rules or regulations of the park.

Under paragraph 7 of said agreement, either the landlord or the tenant may terminate the rental agreement at the end of (30) thirty days prior to the date of termination. Under said paragraph 7, the effective date of this notification is September 20, 2021 to vacate the premises.

Sincerely,

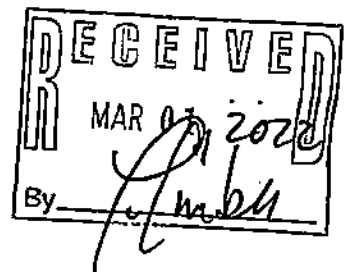
Landlord(s)



Charlene Ware

Britt Ware

Key Largo Mobile Home Park



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kevin Penland & Taylor Keefe
 510 Key Largo Ave. Lot #27
 Murrells Inlet, SC 29576



9590 9401 0175 5234 7594 50

2. Article Number (Transit)

7012 2210 0002 0895 1121

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Handwritten Signature]* Agent Addressee

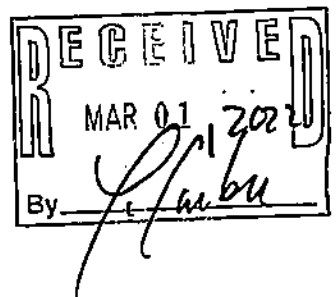
B. Received by (Printed Name) _____ C. Date of Delivery 8/21/2011

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: _____

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



Re: Writ of Ejectment

From: Boan Lawfirm (boanlawfirm@yahoo.com)

To: kevinpenland@yahoo.com

Date: Tuesday, March 1, 2022, 02:51 PM EST

Mr. Penland:

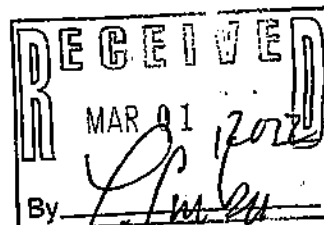
Please for service upon you is our Motion for Writ of Ejectment with attachments which we are filing with the Court today. Hard copy to follow in the mail today.

Peggy J. Alford
Legal Assistant to Jason P. Boan
Boan Law Firm, LLC
P.O. Drawer 15849
Surfside Beach, SC 29587
(843) 232-0750 Fax: (843) 232-0770

---Life without God is like an unsharpened pencil---it's pointless!---



SCANNED MOTION.pdf
3.8MB



STATE OF SOUTH CAROLINA)

COUNTY OF GEORGETOWN)

Kevin Penland and Tayler Keefer)

Plaintiff,)

vs.)

Key Largo Mobile Home Park, LLC)

Defendant.)

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT

CERTIFICATE OF SERVICE

Case No.: 2022-CP-22-00176

I, Samuel N. Penland certify that on this date, I served a copy of the documents Civil Action Coversheet, Notice Of Civil Appeal, and Certificate of Service in this action, dated 3rd day of March, 2022 by:

Delivering it to him/her personally or co worker:


Mailing it to him/her, at his office by 1st class postage in the U.S. Mail, in an envelope to be certified and addressed as follows: 1500 US Hwy 17 N.

Suite 207- the Courtyard

Surfside Beach S.C 29575

Other: VIA email from previous receipt of emails and currently posted on website

Email boanlawfirm@yahoo.com



Samuel N. Penland

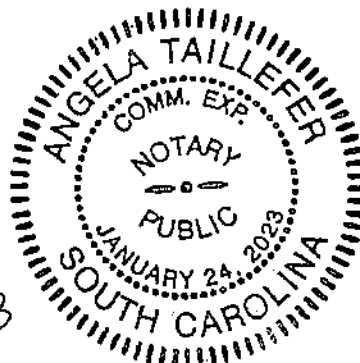
Sworn to before me this
3rd day of March, 2022.



Notary Public for South Carolina
My Commission Expires:

SCCA 255 (05/2013)

January 24th, 2023



STATE OF SOUTH CAROLINA

COUNTY OF Georgetown

Key Largo Mobile Home Park
Plaintiff(s)

vs.

Kevin Penland
Defendant(s)

Submitted By: Kevin Penland
Address: 50 Key Largo Ave. Marcellus Inlet SC 29576

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2022-CP-22-00176

SC Bar #: _____
Telephone #: 843-742-7954 843-231-1486
Fax #: _____
Other: _____
E-mail: kevinpenland@yahoo.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
- NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Contracts <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) <input type="checkbox"/> Inmate Petitions <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <ul style="list-style-type: none"> <input type="checkbox"/> Torts - Professional Malpractice <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case # <u>20-NI-</u> <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) <input type="checkbox"/> Administrative Law/Relief <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <ul style="list-style-type: none"> <input type="checkbox"/> Torts - Personal Injury <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input type="checkbox"/> Other (399) <input type="checkbox"/> Judgments/Settlements <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Incapacitated Adult Settlement (790) <input type="checkbox"/> Other (799) | <ul style="list-style-type: none"> <input type="checkbox"/> Real Property <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) <input type="checkbox"/> Appeals <input type="checkbox"/> Arbitration (900) <input checked="" type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
|---|---|---|--|

Submitting Party Signature: [Signature]

Date: March 1st 2022

STATE OF SOUTH CAROLINA

COUNTY OF Georgetown

Kevin Penland, ~~Kevin~~ KIP
APPELLANT(S)

VS.

Key Largo Mobile Home Park
RESPONDENT(S)

2022 CP2200176
COMMON PLEAS CASE NUMBER

2021CV106104
MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

FILED
GEORGETOWN COUNTY
MAR - 1 PM 4:20
ALMA Y. WHITE
CLERK OF COURT

The plaintiff/defendant (circle one), Penland, Kevin, hereby give notice of appeal from the judgment of the magistrate's court in the above action, to the Court of Common Pleas, in the county of Georgetown.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 1st day of March, 2022.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

The jurisdiction is common pleas as money in question is 844,500. I never received settlement that was agreed upon and rental property is tied to purchase of mobile home. I purchased from park. This case was already dismissed, once for needing to be in higher court. I have not received any money and home was within correct sale amount within 500

Dated: 03/01/2022

[Signature] Kevin Penland
Appellant (or his attorney)

STATE OF SOUTH CAROLINA
IN THE MAGISTRATE'S COURT
COUNTY OF GEORGETOWN

CIVIL CASE NO: 2021 CV221060104

Key Largo Mobile Home PLAINIFF
Park, LLC.
P.O. Box 15849 ADDRESS
Surfside Beach, SC 29575
CITY, STATE, & ZIP PHONE 843-232-0750

VS
Kevin Penland and DEFENDANT
Taylor Kiefer
510 Key Largo Ave. Lot # ADDRESS
Murrells Inlet SC 29576
CITY, STATE, & ZIP PHONE 843-

- RULE TO VACATE
- SUMMONS & COMPLAINT
- ORDER & RULE
- CLAIM & DELIVERY
- RULE TO SHOW CAUSE
- SUMMONS FOR RESTRAINING ORDER
- RESTRAINING ORDER
- SUBPOENA
- WRIT OF EJECTMENT
- ORDER FOR PICK-UP
- NOTICE TO QUIT
- COUNTER CLAIM

DATE OF FILING: _____
DATE OF SERVICE: _____
SERVED BY: _____
DATE OF RETURN: _____
DATE OF DISF: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)
)
)
)
)

2021C v 221060104
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

Key Largo Mobile Home Park, Llc
Po Box 15849
Surfside Beach, SC 29575
(843) 232-0750

PLAINTIFF(S)

Vs

Kevin Penland	Taylor Keefer
510 Key Largo Ave, Lot 27 (Key	510 Key Largo Ave, Lot 27 (Key
Largo Mhp	Largo Mhp
Murrells Inlet, SC 29576	Murrells Inlet, SC 29576

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

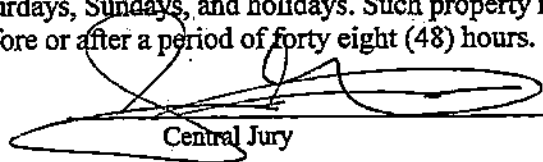
Upon Judgment of this Court, rendered on the , you are hereby Ordered to proceed to the premises located at
510 Key Largo Ave, Lot 27 (Key Largo Mhp
Murrells Inlet, SC 29576.

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate the premises. If the premises appear unoccupied and no one responds to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.**

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, a deputy sheriff may enter the premises using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway. All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.**

March 2, 2022



Central Jury

_____, being duly sworn state that:

- I personally served a copy of this Writ on _____, an occupant of the rental unit
- On _____ 20____, at _____ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- On _____ 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- Informed by Plaintiff that case is settled.

Date: _____, 20____

Sheriff/Deputy Sheriff/Constable

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)
)
)
)

2021Cv221060104
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
WRIT OF EJECTMENT

Key Largo Mobile Home Park, Llc
Po Box 15849
Surfside Beach, SC 29575
(843) 232-0750

PLAINTIFF(S)

Vs
Kevin Penland Taylor Keefer
510 Key Largo Ave, Lot 27 (Key Largo Mhp 510 Key Largo Ave, Lot 27 (Key Largo Mhp
Murrells Inlet, SC 29576 Murrells Inlet, SC 29576

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

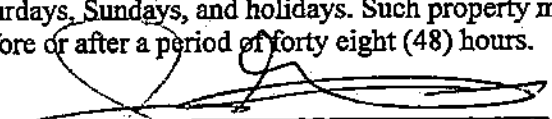
Upon Judgment of this Court, rendered on the 2nd of March 2022, you are hereby Ordered to proceed to the premises located at 510 Key Largo Ave, Lot 27 (Key Largo Mhp Murrells Inlet, SC 29576.

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have twenty four (24) hours to voluntarily vacate the premises. If the premises appear unoccupied and no one responds to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, a deputy sheriff may enter the premises using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway. All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

March 2, 2022


Central Jury

_____, being duly sworn state that:

- I personally served a copy of this Writ on _____, an occupant of the rental unit
- On _____ 20____, at _____ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- On _____ 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- Informed by Plaintiff that case is settled.

Date: _____, 20____

Sheriff/Deputy Sheriff/Constable

Judge Johnathan D. Guiles

Date: March 3, 2022

Ref: Civil Case 2022-CP-22-00176

Plaintiff: Key Largo Mobile Home Park (Boan Law Firm)

Defendant: Kevin Penland/Tayler Keefer

On February 18th, 2022 at approximately 9:08am I was the presiding Judge in this civil case (Eviction) in which the defendant (Kevin Penland) requested a jury trial to be heard on this day. The jury were all selected and present along with court personnel. Prior to the beginning of trial both sides stated that they had reached an agreement and wanted to have the agreement on record. The plaintiff represented by Attorney Boan stated that the case which comes before the court was a lot lease rental agreement (month to month). According to Attorney Boan, the lease was terminated and the defendant was given 30 days' notice. Plaintiff stated that after a walkthrough of the mobile home on the 19th and if the amount of damage or repairs to the home is \$500 or less that he would be paid a check for \$44,500.00. Defendant stated that he agreed to those terms on the record.

On February 28th, both defendant and plaintiff came back before this Judge as a result of the agreement that was made between them did not go as planned. Attorney Boan requested that an order of eviction be granted because the defendant (Penland) did not have the home in sellable condition and that he's refusing to leave the property. Defendant (Penland) on the record stated that the contractor was late arriving for the repairs and that everything was now fixed as promised and brought photos to show. Plaintiff was also provided photos of the completed work. On the record the defendant stated that he would be gone from the property by 4pm and that the realtor could come by to do her walkthrough of the home to verify that the damaged property was fixed and that the house was in sellable condition. Both sides agreed to do another walkthrough at 4pm.

On March 1st, 2022, our office was notified that for the second time the defendant has not repaired the property as promised (After Walkthrough) and that the photos they received were not accurate as the photos depicted, additionally the defendant has still refused to leave the property in which he does not own. As a result our office received a motion for Writ of Ejectment (Civil Action #2021CV221060104) which was granted and signed by this Judge.

Key information:

The defendant acknowledged that he had a rental agreement on the lot with plaintiff but stated that he wanted to be paid for his house in which he had no proof of ownership. The defendant has refused to leave the property until he's paid \$44,500.00. Defendant was advised that the amount that he said he's owed has to be heard above magistrate level since it was above \$7,500.00. Additionally, defendant (Penland) was more than five days behind in his rent.

Copy of TRACK17hearing1 (00_00 - 07_30)

kevin22442244@gmail.com



<https://scribie.com/files/802e318b1f414cd4ab560cdd16068bb26841e064>

Certificate of Authenticity

TO WHOM IT MAY CONCERN

This is to certify that the speech in this audio file has been converted into text manually by our transcribers on Scribie.com to the best of their ability and we can attest that there are no more than two mistakes per hundred spoken words.

Signed



Digitally signed by Judith Mogamog
DN: cn=Judith Mogamog, o=CGBiz Corporation DBA Scribie
email=judith@scribie.com
Date: 2022.11.09 12:30:01 -0700

Judith Mogamog
Operations Manager
CGBiz Corporation DBA Scribie

0:00:00.0 Presiding Judge: Johnathan D. Guiles: Very much. Good morning. I'm Judge Guiles presiding Judge of on today's civil case. Today's date is February 18th. The time is 9:08. This civil case, Key Largo Mobile Home Park represented by Jason Boan, uh, versus the defendant Kevin Penland, I hope I pronounce this right, Taylor Kifer.

0:00:39.7 Defendent: Kevin Penland: That's correct.

0:00:40.8 Presiding Judge: Johnathan D. Guiles: Kifer? Okay. So you all had an opportunity to speak and resolve the issue?

0:00:44.6 Plaintiff Attorney: Jason Boan: Your honor. We have.

0:00:45.8 Presiding Judge: Johnathan D. Guiles: Okay, go ahead. Just put it on the records.

0:00:48.3 Plaintiff Attorney: Jason Boan: First of all, thank you.

0:00:49.2 Presiding Judge: Johnathan D. Guiles: Yes.

0:00:49.4 Plaintiff Attorney: Jason Boan: For the opportunity to be here. Thank you for the having jury ready records.

0:00:52.2 Presiding Judge: Johnathan D. Guiles: Yes sir.

0:00:53.1 Plaintiff Attorney: Jason Boan: I think when these situations get in this, to this point, it causes everybody to use their best last chance to settle cases and we've used burs. It worked. I think we have got a full agreement. Are we on the record?

0:01:03.4 Presiding Judge: Johnathan D. Guiles: Yes.

0:01:03.9 Plaintiff Attorney: Jason Boan: Thank you. Uh, we representing Key Largo Mobile Home Park have agreed to settle with Kevin Penland on the following terms. Uh, this is a land lease that... A lot lease that we were moving for eviction. He's agreed to be off the lot. He's agreed to stay off the Mobile Home Park and be out within tomorrow after the walkthrough, right?

0:01:26.1 Presiding Judge: Johnathan D. Guiles: Nine o'clock. At nine o'clock.

0:01:26.7 Plaintiff Attorney: Jason Boan: There's, they're doing a walkthrough tomorrow morning at nine o'clock with the sales agent. He's gonna be out after that. Um, the sales agent's Miss Don Holland, she's gonna put the home on the market. She's gonna act as an agent for us in the sense that we're gonna give her a check and she going to give it to Mr. Penland.

0:01:43.9 Presiding Judge: Johnathan D. Guiles: Okay.

0:01:44.2 Plaintiff Attorney: Jason Boan: Tomorrow morning, after the walkthrough. The conditions to receive the check are that there's not more than \$500 in repairs. He's telling us that there's a drain that needs to be repaired and an underpinning that may need a little bit of work and that all the repairs to get it sellable should be less than \$500. We take him in on his word, but there's is gonna be a walkthrough tomorrow.

0:02:04.6 Presiding Judge: Johnathan D. Guiles: Okay.

0:02:05.2 Plaintiff Attorney: Jason Boan: Uh, my client will bring with her a \$44,500, \$44,500 check made payable to Kevin Penland representing any and all interest that he may have in any Mobile Home or any claim he may have against Key Largo Mobile Home Park, or his family, Charlene Wier or Britt Wier. He's not gonna come about the property. He's not gonna bother those individuals I just mentioned. He's not gonna trespass on their property. He's not gonna appeal this claim and he's not gonna come about and bother them anymore once he gets his check tomorrow. And that's, that's the deal we've reached. Is that your understanding Mr. Penland?

0:02:45.5 Presiding Judge: Johnathan D. Guiles: Okay. Mr. Penland is that, uh.

0:02:47.4 Defendent: Kevin Penland: That is Your Honor. Uh, nine o'clock the sales agent, as long as she's can say, she will say no more than \$500. I can put this on the market, then I'll take my money. I'll walk away. And uh, I lose all right to a future suit or anything like that.

0:03:01.7 Presiding Judge: Johnathan D. Guiles: Okay.

0:03:02.3 Defendent: Kevin Penland: Yeah.

0:03:02.4 Presiding Judge: Johnathan D. Guiles: Alright. Anything else from the, uh, Plaintiff?

0:03:06.3 Plaintiff Attorney: Jason Boan: We're just thankful.

0:03:07.3 Presiding Judge: Johnathan D. Guiles: All right. Thank you very much.

0:03:13.8 Plaintiff Attorney: Jason Boan: Judge. Since I picked the jury, would it be okay if I sat in and explained to 'em why we settled, like how we settled?

0:03:20.2 Presiding Judge: Johnathan D. Guiles: Yeah. We can do that. That's not a problem at all.

0:03:22.2 Plaintiff Attorney: Jason Boan: I know they gonna be mad as the dickens, I brought 'em in here on Friday morning and then let them, didn't let 'em do anything. Half of 'em will be half of 'em will be...

[chuckle]

0:03:28.5 Plaintiff Attorney: Jason Boan: Really glad to go. I bet.

0:03:29.9 Presiding Judge: Johnathan D. Guiles: We'll bring them in.

0:03:31.3 Plaintiff Attorney: Jason Boan: Thank you sir.

0:03:31.9 Speaker 4: Yes, sir.

0:03:32.5 Plaintiff Attorney: Jason Boan: You're free to go. I'm gonna call you in five minutes. Or do you wanna sit down?

0:06:17.3 S6: Have a great weekend.

0:06:17.4 Plaintiff Attorney: Jason Boan: Judge. May I approach?

0:06:18.6 Presiding Judge: Johnathan D. Guiles: Yes.

0:06:19.0 Plaintiff Attorney: Jason Boan: Never had the pleasure. Jason Boan.

0:06:21.8 Presiding Judge: Johnathan D. Guiles: Nice to meet you Mr. Boan.

0:06:23.3 Plaintiff Attorney: Jason Boan: Really nice to meet you too.

0:06:23.4 Presiding Judge: Johnathan D. Guiles: Alright.

0:06:23.5 Plaintiff Attorney: Jason Boan: You work with some amazing people.

0:06:27.1 Presiding Judge: Johnathan D. Guiles: I do, I do. This is my third year here and, um, and I was a cop for 26 years.

0:06:30.3 Plaintiff Attorney: Jason Boan: Oh, my gracious!

0:06:31.6 Presiding Judge: Johnathan D. Guiles: Yeah.

0:06:32.7 Plaintiff Attorney: Jason Boan: Here in Georgetown county?

0:06:32.9 Presiding Judge: Johnathan D. Guiles: Well, between Georgetown and Horry county, South Carolina police, but I was, uh, raised here in Georgetown.

0:06:39.0 Plaintiff Attorney: Jason Boan: Oh right.

0:06:39.5 Presiding Judge: Johnathan D. Guiles: Did most of my law enforcement right here in Georgetown, so.

0:06:41.7 Plaintiff Attorney: Jason Boan: I'm married here into people down here.

0:06:43.3 Presiding Judge: Johnathan D. Guiles: Oh yeah.

0:06:43.9 Plaintiff Attorney: Jason Boan: So I'm not from around here. I came from the upstate of South Carolina.

0:06:46.9 Presiding Judge: Johnathan D. Guiles: Okay.

0:06:46.9 Plaintiff Attorney: Jason Boan: But people here have been so kind and sweet.

0:06:49.5 Presiding Judge: Johnathan D. Guiles: Oh, yeah.

0:06:50.0 Plaintiff Attorney: Jason Boan: And, and miss Coby is just as sweetest as they come.

Thank you for choosing Scribie.com

Cross-check this transcript against the audio quickly and efficiently using our online Integrated Editor. Please visit the following link and click the Check & Download button to start.

<https://scribie.com/files/802e318b1f414ed4ab560edd16068bb26841e064>

TRACK174

kevin22442244@gmail.com

scribie

Audio Transcription, Perfected

<https://scribie.com/files/c8492d3ff7b7424399d06f7fbfb2609829b5b11f>

04/06/22

Page 1 of 14

Certificate of Authenticity

TO WHOM IT MAY CONCERN

This is to certify that the speech in this audio file has been converted into text manually by our transcribers on Scribie.com to the best of their ability and we can attest that there are no more than two mistakes per hundred spoken words.

Signed



Digitally signed by Judith Mogamog
DN: cn=Judith Mogamog, c=US,
o=CGBiz Corporation DBA Scribie
ou=Operations,
email=judith@scribie.com
Date: 2022.04.06 09:51:54 -0700

Judith Mogamog

Operations Manager

CGBiz Corporation DBA Scribie

0:00:00.0 **Judge Jonathan D. Guiles:** Good afternoon.

0:00:02.6 **Jason Boan:** Afternoon, judge.

0:00:05.3 **Judge Jonathan D. Guiles:** Alright. Once again, I'm Judge Guiles and, uh, this is regards to civil case Key Largo Mobile Home Park versus Kevin Penland. Both parties are here. On the 18th we had a jury trial scheduled and ready to go, and at the request of both the defendant and the plaintiff, an agreement was made. Several elements were presented that both sides agreed that would take place. And this is a rule to vacate and show cause, and I'm going to start by asking, uh, the plaintiff Mr. Boan, what, Mr Boan, what, what, what didn't happen?

0:01:11.4 **Jason Boan:** Thank you, your honor.

0:01:13.3 **Judge Jonathan D. Guiles:** Okay.

0:01:13.4 **Jason Boan:** When we were before the court, we put on an agreement that reflected that the, uh, defendant had no rights to the land itself, that it was a lot lease that he was, umm, being terminated from and that he was to vacate it at nine o'clock the next morning, and that the real estate agent, Dawn, would come look at the home and make sure that it was clean, sellable condition, no more than \$500 in repairs. The main thing is, he was supposed to be out at nine o'clock in the morning. Now, I have ready for the court at the right time, the real estate agent that went there that morning, Dawn Holland, at the time that she was supposed to. Umm, the person who is the owner of the mobile home, it's this defendant's grandmother. This isn't a civil case about ownership interest in a mobile home, your honor; this is an eviction off of a lot. And a defendant was given a specific time to vacate and he failed to do it. Now, he's given us numerous excuses, but the ultimate thing that he did not do was vacate the property by the time he agreed to.

0:02:24.7 **Jason Boan:** The witness that was supposed to go see him, went there, wasn't off the property, and she took a lot of pictures to show to me and the court, if necessary, that there was way more than \$500 worth of things left to be done to get that home to be sold. And I can list them just for the court's records since that was also part of the agreement. There was a cabinet missing. There was painting that needed to be done. There was tile work that was not completed. There was vents missing in one of the bedrooms. The bathroom, and we knew that there was a drain missing, I kind of put it on the record and said that... He'd told us there's a drain that was not there.

0:03:01.8 **Judge Jonathan D. Guiles:** It was the drains and underpinning.

0:03:03.6 **Jason Boan:** Yeah. Drain and underpinning, exactly.

0:03:05.7 **Judge Jonathan D. Guiles:** That was the story on the court record.

0:03:07.7 **Jason Boan:** Well, that whole... Well, if with, with testimony, if he wants to say it was ready at nine o'clock, I've got a witness that's gonna stand up and say that the whole shower was in the same state of disrepair that it was in August, that the tile work hadn't been done, that there was a bunch of tools and paint laying around. Uh, the bathroom was in disrepair, one of the main rooms was in disrepair. There was a cabinet missing, there was painting not done and tile work not done. And in her estimation, several thousands of dollars worth of work still left to be done. She wrote back by later that evening, he had still not vacated. And to the best of my knowledge, your honor,

he still has not vacated. We ask this court, umm, for a writ of ejectment or an alternate or an opportunity to show to the court that he had not honored his portion of the agreement and that we... We're entitled to a writ of ejectment. And that's what I would hope that the court would find appropriate here today. If necessary, I have the person who was gonna write the check. I have the real estate agent who was walking through the property and pictures to help the court understand why, umm, he did not comply with the agreement.

0:04:14.5 Judge Jonathan D. Guiles: Okay Mr. Penland?

0:04:22.6 Kevin Penland: Yes, your honor.

0:04:23.0 Judge Jonathan D. Guiles: Is there any reason why you did not, umm, vacate the property as agreed upon?

0:04:24.0 Kevin Penland: Abs... Absolutely, your honor. That is... That's... When I stood up in the court, that is not what I said. I said that I would vacate if I received a check in payment and until that happened and that I would not vacate unless I received payment of, uh, \$44,500. Umm, so maybe there was some misunderstanding because I... The reason I, I wanted Dawn, which was a real estate agent to be privy to this was because I wanted to be there when she walked through it. It wasn't that she would walk through it by herself, if... And then if she's seen something that, you know, was maybe not to their standard, then she would let me know. Umm, so that's what I was told. I was told that she would have the check with her, that we would go through it, she would hand me the check, I would, I would leave. That's, that's what I was under the impression, Umm...

0:05:17.1 Kevin Penland: Now, the night before, uh, we had tried to reach a, an agreement. She... My mother told me, "Hey", she said, "Put the underpinning back on." And we had an agreement. I guess there was some confusion, so they backed out. So I had sent everybody home that night. I was at work. Now, when I said \$500, all the other stuff was already paid for. And they were to, to finish that next morning. So they were a little bit behind. They were, you know, six to eight hours behind. And I couldn't help...

0:05:50.5 Judge Jonathan D. Guiles: Who, who was? The uh...

0:05:52.1 Kevin Penland: The contractors.

0:05:53.1 Judge Jonathan D. Guiles: Okay.

0:05:53.4 Kevin Penland: There was two contractors there to finish up the job. Umm, now when they say a, a cabinet, uh, I'm not really sure what they... Uh, I, I put... I have pictures of everything complete. Umm, now, what I was under the confusion was that I was waiting on the check. Now, I have multiple texts. So I was under the impression this whole time that we were just waiting for her to come back and look at it. 'Cause she said, she'd be back Sunday. I never saw her Sunday. Umm, it was done Saturday night. Sunday I waited, didn't see her. Umm, Monday was a holiday, so I knew the banks were closed. So I talked to Monday, I said, Tuesday, "Hey, what about Tuesday? Can you come Tuesday to come see it?" She said, "Yeah, it'd have to be after two o'clock." So I said, "Okay, that's fine with me." I have the, the text...

0:06:49.5 Judge Jonathan D. Guiles: Have you, have you completed the work...

TRACK174

0:06:52.3 Kevin Penland: The work is completed.

0:06:52.8 Judge Jonathan D. Guiles: Everything's been completed?

0:06:53.7 Kevin Penland: I have the pictures right here too.

0:06:54.8 Judge Jonathan D. Guiles: Okay. Umm, and the... And the real estate agent, or your folks haven't looked at it yet just to make sure that stuff has been done, am I correct?

0:07:02.8 Kevin Penland: Not in... Not in person, but she has seen the pictures.

0:07:05.1 Jason Boan: Your Honor, we went over there that morning at the time we agreed.

0:07:08.2 Judge Jonathan D. Guiles: Okay.

0:07:08.3 Jason Boan: And it was not done, and he was supposed to be out. Now, she's went back over there, but he has not been out. There's a lot of bad blood here, and I don't know how to express it.

0:07:19.0 Judge Jonathan D. Guiles: And I wish there wasn't, I wish there wasn't.

0:07:20.1 Jason Boan: Yeah, I know it. Well, it's family.

0:07:22.3 Judge Jonathan D. Guiles: And, and, and...

0:07:23.7 Jason Boan: Your honor, this is grandmom and this is uncle. They... And Mama called me today. There's problems in this family.

0:07:27.9 Judge Jonathan D. Guiles: Well, who's... Who's the grandmother, the mama?

0:07:29.4 Jason Boan: Grandmother's sitting over here in the corner.

0:07:31.0 Judge Jonathan D. Guiles: Okay.

0:07:31.0 Jason Boan: She's the title holder to the mobile home that's...

0:07:33.3 Judge Jonathan D. Guiles: The grandmother of this gentleman.

0:07:35.1 Jason Boan: Yes, sir.

0:07:35.6 Judge Jonathan D. Guiles: Okay.

0:07:35.9 Jason Boan: And... And the mobile home's not even subject to this action. As we... This court knows, this is a lot lease.

0:07:40.9 Judge Jonathan D. Guiles: Mm-hmm.

11/06/22

Page 5 of 14

TRACK174

0:07:41.3 Jason Boan: This is dirt we're talking about and his right to be associated with that dirt. He does not hold the title to the mobile home; he does not own the mobile home. Now, the grandmother, out of the goodness of her heart and because it's her grandson, is giving him money to go away. That should tell this court a lot. But this real estate agent does not wanna go back in the home when he's there again. She was there at the time we agreed. She went in there, same condition it was the last time she looked at it in August, and she took pictures. And he was there at the... At... A little bit after the exact time that he was supposed to vacate. Now, asking her to go back over there to see if he's gonna do, or has done, what he has already said he's supposed to do, is just asking us to have to come back to court. 4 o'clock this afternoon when we go over there, and if there's more than \$500 worth of repairs to be done, it's just a beg... Keep begging the question of when we're gonna get the eviction.

0:08:36.8 Jason Boan: Umm, now, if the court order says to do something, we're gonna do it, don't get me wrong. But I would respectfully request that if everything's ready to go, if it's 100% like he says, and that nothing has to be done, why does he need to be back over there? Why can't my client go over there and verify that it... Or my, my real estate agent go over there, even with an officer, if necessary. I don't want them being around this gentleman telling them, "Hey, I'll get it done. I'll get it done. It'll be done. I've had contractors here." That's not... It's a lot lease. He has no right to even be on the dirt.

0:09:15.6 Judge Jonathan D. Guiles: Okay. Let's... Let's do this. Uh, Mr. Penland...

0:09:17.6 Kevin Penland: I... May I speak for a second, sir?

0:09:19.4 Judge Jonathan D. Guiles: Hold... Hold on. You said you've done all the work that was supposed to have been done in question, am I correct?

0:09:24.2 Kevin Penland: Yeah. Unless they have something else, uh...

0:09:26.3 Judge Jonathan D. Guiles: Okay. Well, here's, here's, here's what I want to happen, okay? Umm, I want you, uh, 'cause we want the others... Uh, everyone has been sworn in, uh, what I'm gonna do is ask that you provide those pictures to whomever, umm, the attorney or the, uh, real estate. Allow her to look at those pictures.

0:09:48.9 Kevin Penland: She's already seen them.

0:09:49.4 Judge Jonathan D. Guiles: And allow her to go and confirm that the work has been done, and then we'll come back and make a decision. You understand? So I'm gonna give you guys time right now to go ahead and exchange those... You can give those pictures to whomever, and...

0:10:02.9 Dawn Holland: Your Honor, I'm sorry, I have them. He... He sent...

0:10:05.4 Judge Jonathan D. Guiles: Oh, you have the pictures?

0:10:05.7 Dawn Holland: Yeah. He sent me the pictures...

0:10:06.4 Judge Jonathan D. Guiles: Okay.

04/06/22

Page 6 of 14

0:10:06.5 Dawn Holland: I think it was Thursday night.

0:10:07.1 Judge Jonathan D. Guiles: Okay. Uh, and you haven't had a chance to go and confirm...

0:10:09.9 Dawn Holland: No, I haven't been there in person.

0:10:11.3 Judge Jonathan D. Guiles: Okay. How much time do you need do that?

0:10:12.5 Dawn Holland: However long it takes to get to [0:10:14.2] ___ home and then back, I guess.

0:10:15.8 Judge Jonathan D. Guiles: Okay. Umm, I would, I would... And... And that would, if I'm not, umm, mistaken, that would resolve the issue, am I correct? And then you'd be off the property, am I correct?

0:10:24.2 Kevin Penland: Yes.

0:10:24.3 Judge Jonathan D. Guiles: Checks be given...

0:10:24.8 Kevin Penland: Yes, sir.

0:10:25.0 Judge Jonathan D. Guiles: And so forth so on, am I correct?

0:10:25.8 Kevin Penland: As long as I receive the payment. See, because the... This...

0:10:30.6 Judge Jonathan D. Guiles: Hold on.

0:10:30.6 Kevin Penland: Okay.

0:10:30.7 Judge Jonathan D. Guiles: Am... Am... Am I correct? The... Okay, what you all agreed upon...

0:10:33.6 Jason Boan: Well, I have some...

0:10:34.0 Judge Jonathan D. Guiles: Was that, upon the completion of a walk-through, if it was nothing more than \$500, or \$500 less, I think that would have been okay, am I correct? Anything above \$500 would be unsatisfactory to the plaintiff. You would receive a check for whatever amount, I think it was, \$44,500, or \$44,000 some odd dollars, and then that would make everything okay with you, am I correct?

0:10:57.7 Kevin Penland: Yes, your honor.

0:10:58.6 Judge Jonathan D. Guiles: And that work has been done?

0:11:00.0 Kevin Penland: That work has been done.

0:11:01.2 Judge Jonathan D. Guiles: Okay. Go ahead and give the... Those pic... Well, she already have the pictures. I'm going to, umm, allow this, this to take place, Mr. Boan, and if it's

completed, let us know, if not, reschedule a date and come back and have a hearing to make a decision. And... And I understand that, uh, but this... This is the, uh, this is what I would like to get done.

0:11:25.9 Kevin Penland: And your honor...

0:11:29.5 Jason Boan: I... I hear you...

0:11:30.0 Judge Jonathan D. Guiles: Go ahead.

0:11:30.1 Jason Boan: I just wanna check with [0:11:30.2] _____.

0:11:31.2 Judge Jonathan D. Guiles: Go ahead, go ahead. Go ahead.

0:11:33.7 Kevin Penland: Umm, I would probably only need maybe 10 minutes to get my... I have like just a TV, 'cause I've just been waiting.

0:11:40.0 Judge Jonathan D. Guiles: Okay.

0:11:40.8 Kevin Penland: And, uh...

0:11:41.4 Dawn Holland: We need a key.

0:11:42.3 Kevin Penland: Couple of tools, and, uh, that I have sitting in there. And some things, stuff, to get out, and then, uh, I had already had the locks ready to be changed. Umm...

0:11:54.7 Judge Jonathan D. Guiles: So you need, what, maybe 10 minutes to get out?

0:11:57.8 Kevin Penland: 10-15 minutes.

0:11:58.2 Judge Jonathan D. Guiles: Okay.

0:11:58.3 Kevin Penland: And then they can come look, and if they agree, that's fine. And if they truly, truly see something that is more than \$500, I'd rather just... Just tell me what you think it is. We'll bring a... We'll bring a contractor of her choosing over, and they'll say what it... What they think it costs.

0:12:15.2 Jason Boan: Your Honor, here's what we should do, what we should have done before we ever even offered him a penny. We should put the real estate on the market, sell it, and then whatever he's actually entitled to, let him make a claim for that money, because he has nothing in writing. He does not have anything to support this claim to support the money. The money came out of the goodwill of this grandmom, and I went back and asked her, was she ready, willing, and able to still write that check.

0:12:42.1 Judge Jonathan D. Guiles: Mm-hmm.

0:12:42.4 Jason Boan: And she's having heartaches about it now. Because she has spent the whole weekend to stir him out. She's first tried to get him out in August of last year, and in August of last

TRACK174

year the letter to terminate was written, and this real estate agent went over there with that time and she would testify that the bathroom's still in the same condition. I think we should come back because that's what I'm being told.

0:13:08.4 Judge Jonathan D. Guiles: Mm-hmm.

0:13:09.0 Jason Boan: I would ask the court to reserve whether or not we have to pay a penny until the court hears all the facts. And if the court says we got to pay \$45,000, \$44,500, well, my client's gonna do what the court's...

0:13:21.8 Judge Jonathan D. Guiles: This court, this court can't make a judgement that big.

0:13:25.3 Jason Boan: But... And that's... All we want is a writ to vacate. We were trying to...

0:13:29.4 Judge Jonathan D. Guiles: Right.

0:13:30.1 Jason Boan: Settle this without having to keep coming back. It's costing them a \$1000 every time I keep coming back.

0:13:33.6 Judge Jonathan D. Guiles: Exactly. And, and I'm... And I'm hoping that you all could resolve this. You can call and let us know if they resolve and then we move forward from there. If you guys need to come back and we resolve it, we'll get it taken care of, okay? But at the moment you said you need 10 minutes to get out.

0:13:45.6 Kevin Penland: Yeah. 10, 15 minutes. I mean...

0:13:47.2 Judge Jonathan D. Guiles: Thirty minutes.

0:13:48.8 Kevin Penland: Now, that they... That's them going home now. I would still have to pull my... I got a trailer outside that's already loaded up. I have to pull that off. My golf cart's sitting outside, I have to drive that off, you know, but those things are outside the home.

0:14:00.4 Judge Jonathan D. Guiles: Okay.

0:14:00.5 Kevin Penland: Um, now I will say, I just wanna put it on the record that, that... This is previously I, I was to ask, I was... Wanted it to... Get it dismissed to go to, uh, higher court because they keep saying that there's nothing in writing.

0:14:15.5 Judge Jonathan D. Guiles: But this, this, this is back, umm...

0:14:18.0 Kevin Penland: But it, it directly ties with the, with the rental because the owner financed me the home.

0:14:23.3 Judge Jonathan D. Guiles: This, this was... This... We don't get into anything other than what was discussed and what was filed in this court, that was ruled against you, so...

0:14:29.6 Kevin Penland: Yeah. So I just, I just wanna make sure that they were aware.

04/06/22

Page 9 of 14

TRACK174

0:14:32.2 Judge Jonathan D. Guiles: No. We've gotta move forward with an eviction if this is not, uh, settled by the both of you, okay? So at this time I'm gonna ask that you allow these folks to go ahead and look through whatever they need to look through at the property and make it, uh, make a decision as to how they wanna move forward, right?

0:14:48.8 Kevin Penland: Yeah. And, and what if they decide they just don't wanna move forward? Then how... Then...

0:14:52.9 Judge Jonathan D. Guiles: Then we come back and we go through whatever needs to be done with the eviction, is that alright?

0:14:55.3 Kevin Penland: Okay. 'Cause then we can talk about the...

0:14:57.1 Judge Jonathan D. Guiles: Yup. I... I am hoping and praying that you are able to work this out, just saying.

0:15:00.8 Kevin Penland: I am too. I'm ready, I'm ready...

0:15:03.5 Judge Jonathan D. Guiles: I'm hoping...

0:15:03.8 Kevin Penland: To just be done with it.

0:15:03.9 Judge Jonathan D. Guiles: Mr. Boan, I know you're frustrated. I know you...

0:15:05.9 Jason Boan: We don't have a key, Your Honor. He's gonna have to leave his keys too.

0:15:07.4 Kevin Penland: I already said I, I'll get my stuff out. They already... They actually do have the keys.

0:15:12.7 Judge Jonathan D. Guiles: You gonna...

0:15:12.8 Kevin Penland: I'm gonna, I'm gonna...

0:15:12.9 Dawn Holland: So you... Well, that's my question.

0:15:13.8 Kevin Penland: I'm gonna put those locks...

0:15:14.6 Dawn Holland: So did you change the locks?

0:15:16.0 Judge Jonathan D. Guiles: Did you...

0:15:16.1 Kevin Penland: I'm gonna put those locks back on. The ones that I gave, that you opened?

0:15:19.1 Dawn Holland: That I have the key to?

0:15:20.3 Kevin Penland: You have the key to...

04/06/22

Page 10 of 14

0:15:21.3 Dawn Holland: Okay.

0:15:21.4 Kevin Penland: I'm gonna put those on.

0:15:22.4 Dawn Holland: 'Cause the picture you sent me Thursday, the door knobs wasn't... Weren't changed out either.

0:15:26.2 Kevin Penland: That's the only thing I had that I was waiting on...

0:15:28.6 Dawn Holland: Oh, okay.

0:15:29.5 Kevin Penland: Was the door knobs. I think I told you. I even took a picture of the door so you could see that the bot... The bottom was on, but I left my top lock on until that time [0:15:37.3] ____ I saw fit.

0:15:38.5 Judge Jonathan D. Guiles: So are you gonna make sure she has... Or she has a key of that lock that the key she has fits. Am I correct?

0:15:42.9 Kevin Penland: Oh yeah. I don't have any keys to it. Only she does.

0:15:45.2 Judge Jonathan D. Guiles: What I'm saying the key that she has, the lock that you removed...

0:15:47.8 Kevin Penland: Yeah.

0:15:48.2 Judge Jonathan D. Guiles: You're gonna put that back on, so it'll be compatible with key that she has.

0:15:51.4 Kevin Penland: It will. It will. So now the plan is for me to take my stuff out, then they'll do a walkthrough. I'll be off the property waiting to...

0:15:58.4 Judge Jonathan D. Guiles: What time would you like them to come through?

0:16:00.9 Kevin Penland: Umm...

0:16:01.9 Dawn Holland: 1:30.

0:16:03.3 Kevin Penland: It's 1:30, so, it'll take 45 minutes or so to get back, so I'd say... Well, I wanna... I... So they'd do a walkthrough, you guys agree?

0:16:11.4 Judge Jonathan D. Guiles: Is 2:30 good enough?

0:16:13.3 Kevin Penland: I'd say three, just to make sure.

0:16:14.0 Judge Jonathan D. Guiles: Three o'clock. Three o'clock, you'll be out and out of that place by three o'clock. They'll go and do a walkthrough. And Mr. Boan, you'll notify us how you wanna move forward, right?

0:16:25.6 Judge Jonathan D. Guiles: Thank you, Your Honour.

0:16:28.2 Judge Jonathan D. Guiles: Alright.

0:16:28.1 Kevin Penland: Except for potentially the outcome of...

0:16:28.2 Jason Boan: I'll be glad... And I will notify... Where would you like... So I can correspond with you. Do you have an email that you want me to send you any correspondence to?

0:16:34.1 Kevin Penland: I do. And now if you all agree today, y'all want me out today? And y'all walk through and you say, you know what, we're just gonna take it. I want him out today, that's when I receive the funds today, that's what... Or for me to agree that's what I wanna...

0:16:48.0 Judge Jonathan D. Guiles: That's what this court's agreed on. I can't tell you it's gonna be given today. That's what they agreed on. That... That would be what they agreed on.

0:16:53.3 Kevin Penland: Yeah. That's what I... Now, I...

0:16:54.6 Judge Jonathan D. Guiles: Alright.

0:16:54.7 Jason Boan: Mr. Penland, where would you like me to send your correspondence to so you can that way know what's going on?

0:17:01.1 Kevin Penland: So Kevin... Just kevinpenland@yahoo.com. And uh, the reason I said is... The outside stuff is I, I don't want to put it in, in a... 'cause technically that's all one piece of land and I have a, uh, a storage spot, which he actually owns. So I don't wanna put my stuff in there either.

0:17:18.5 Speaker 5: You don't have storage there Kevin?

0:17:19.9 Kevin Penland: Oh, well, then you'll owe me some money.

0:17:21.5 Speaker 5: No, you don't have storage there.

[overlapping conversation]

0:17:23.3 Judge Jonathan D. Guiles: Okay. That'll be a whole separate issue. Just, just whatever you have, uh...

0:17:27.4 Speaker 5: [0:17:27.7] _____ at the office.

0:17:30.8 Judge Jonathan D. Guiles: Mr. Penland, whatever you have, just go ahead and get it, alright?

0:17:32.0 Kevin Penland: Well, it might take some time. It might take another hour to move two, two trailers outside of the property.

0:17:38.4 Judge Jonathan D. Guiles: So you can't do it by three o'clock?

TRACK174

0:17:40.0 Kevin Penland: Well, I got a, I... I have to, you just told me. So I have a storage facility slot. Now he magically...

0:17:46.0 Speaker 5: He does not. That's a lie.

0:17:46.7 Kevin Penland: He said that I turned it in. I would love to see this on the record. But uh, for two, I have a... So I have my truck. I have to pull off my enclosed hauler and then I have to go pick up my trailer for my golf cart. Those are two, two separate things that I have to pull off at once.

0:18:03.7 Judge Jonathan D. Guiles: What time can you agree with them for them to get over there?

0:18:06.3 Kevin Penland: I'll have everything gone off the lot on the outside and everything by four o'clock. That gives them plenty of time to walk through. I'd say five minutes.

0:18:14.3 Jason Boan: Are you okay with that?

0:18:15.8 Dawn Holland: I can't really think why not.

0:18:15.9 Judge Jonathan D. Guiles: Four o'clock.

0:18:16.6 Kevin Penland: Four o'clock.

0:18:17.5 Judge Jonathan D. Guiles: Alright. Thank you.

0:18:21.0 Jason Boan: Judge, thank you for your time today. Thank you.

0:18:23.5 Judge Jonathan D. Guiles: We try to get it done for you.

0:18:24.7 Jason Boan: Thank you.

0:18:25.6 Judge Jonathan D. Guiles: Good luck guys, good luck.

0:18:27.7 Jason Boan: May I approach the clerk?

0:18:30.0 Judge Jonathan D. Guiles: Yes.

0:18:30.3 Jason Boan: Just gonna be thanking you. Appreciate all the extra work I called for.

0:18:35.8 Speaker 6: You're welcome. No, no, no. You're fine.

0:18:35.9 Jason Boan: Have a great day.

0:18:36.0 Judge Jonathan D. Guiles: You do the same.

11/9/2022

Page 13 of 14

Thank you for choosing Scribie.com

Cross-check this transcript against the audio quickly and efficiently using our online Integrated Editor. Please visit the following link and click the Check & Download button to start.

<https://scribie.com/files/c8492d3ff7b7424399d06f7fbfb2609829b5b11f>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

State of South Carolina)
County of Georgetown)

Kevin Penland,)
Plaintiff,)
vs.)
Key Largo Mobile Home)
Park,)
Defendant.)

Court of Common Pleas
Fifteenth Judicial Circuit

Transcript of Record

2020-CP-22-00176

April 22, 2022
Georgetown, South Carolina

B E F O R E:

The Honorable Benjamin H. Culbertson, Judge

A P P E A R A N C E S:

Jon A. Ozolins, Esquire
On behalf of Kevin Penland

Jason P. Boan, Esquire
On behalf of Key Largo Mobile Home Park

Recorded by WebEx Videoconferencing
Transcribed by: Stacy S. Johnson
Circuit Court Reporter

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

PAGE

Certificate of Reporter

21

E X H I B I T S

NO EXHIBITS WERE INTRODUCED

1 (The following proceedings were held April 22,
2 2022.)

3 THE COURT: All right. Let's go onto the next
4 one, which is 2022-CP-22-00176, Kevin Penland versus
5 Key Largo Mobile Home Park.

6 If you are involved in that one, please raise your
7 hand.

8 All right. Can everybody hear me all right?

9 MR. BOAN: I can, Your Honor.

10 MR. OZOLINS: Yes, Your Honor.

11 THE COURT: All right. Is this everybody that we
12 need on this one?

13 MR. OZOLINS: I believe so, Your Honor. I see
14 Mr. Penland there.

15 THE COURT: All right. This is 2022-CP-22-00176,
16 Kevin Penland versus Key Largo Mobile Home Park.
17 According to my roster, this is an appeal from the
18 magistrate's court.

19 All right. We'll go around. I'll need everybody
20 to give your name, the capacity in which you're appearing
21 at this hearing and where you're physically located.

22 My name is Judge Ben Culbertson. I'm the presiding
23 circuit court judge for the Court of Common Pleas,
24 Fifteenth Judicial Circuit, Georgetown County, South
25 Carolina. I'm currently located in my chambers of the

1 Georgetown County Judicial Center in Georgetown, South
2 Carolina.

3 All right. Mr. Ozolins, do you want to go next?

4 MR. OZOLINS: Yes, sir. I am Jon Ozolins. I'm
5 representing the appellant, Kevin Penland. I'm -- I'm
6 located in my office in Conway, South Carolina.

7 THE COURT: All right. Mr. Boan.

8 MR. BOAN: Thank you, Your Honor. Jason Boan on
9 behalf of the respondents. I'm here in my office in
10 Surfside, South Carolina, at Boan Law Firm, and behind
11 me is Mr. Britt Ware and his mother, Ms. Charlene Ware.
12 They are the owners of Key Largo Mobile Home Park.

13 THE COURT: All right.

14 All right. Mr. Ozolins, this is -- you're
15 representing the appellate. Let me hear from you.

16 MR. OZOLINS: Yes, Your Honor.

17 Mr. Boan pointed out this morning before the
18 hearing we actually have a typo on the affidavit that
19 we filed yesterday. That second hearing was actually
20 on February 28th and not March 31st, so I apologize for
21 the error. And my client didn't catch it, which is why
22 he signed it that way, but that was mostly just the
23 transcripts to give you a picture of what was actually
24 said at the hearing.

25 This is a mobile home park eviction. It's for the

1 land, not the home. However, Mr. Penland's position
2 was that he was purchasing the home from the plaintiff
3 and he had paid a significant sum towards that purchase,
4 in addition to putting a lot of money into fixing it up.

5 When the plaintiff first filed for an eviction on
6 a prior case, he went to court, told the magistrate the
7 whole situation and the magistrate dismissed it saying
8 it was out of his jurisdiction and it needed to be
9 filed in common pleas. Then the plaintiff filed this
10 action in magistrate again on basically the same facts.
11 This time Mr. Penland asked for a jury trial. After
12 the juries were picked, the parties reached what they
13 believed to be a settlement agreement and they put it
14 on the record.

15 Now they -- you can see that in -- the agreement
16 in the transcripts that we filed yesterday under the
17 first hearing. I also attempt -- or did my best attempt
18 to transcribing that in our amended notice of appeal,
19 but I'm not a court reporter, so I would recommend
20 looking at the actual transcript.

21 The point we have here is that the outline of the
22 agreement was the plaintiff was going to pay Mr. Penland
23 \$44,500 to move out. There was gonna be a walkthrough
24 and as long as the -- it wasn't gonna cost more than
25 \$500 to fix it all up, they -- they would pay him and

1 he would walk away from the home, the land, all of it.

2 Now listening to the statement of the agreement
3 on the record, reading over the transcript, it's clear
4 that Mr. Boan's statement -- or, sorry, Mr. Penland's
5 statement -- understanding was he simply -- he gets
6 his money, he walks away. Mr. Boan's statement, who --
7 and he started it or he put it on the record first,
8 wasn't exactly as clear, but the general point was that
9 he said they're going to -- or he's gonna move out,
10 they're gonna do a walkthrough, and as long as there's
11 not more than \$500 of repairs to be made, they would
12 give him the money and he would walk away and have no
13 more claims against anybody. Again, the exact details
14 of that are in the transcript.

15 Now what we have here though because you can see
16 after -- the aftermath they didn't believe that he was
17 correct in that there was less than \$500 worth of repairs
18 needed, so in the aftermath they come back, bring him in
19 for another hearing saying that they're asking for a writ
20 of ejectment because there was more than \$500.

21 Mr. Penland went in and was like they never paid me,
22 I didn't leave because that was my understanding of the
23 agreement, and it certainly reads on that second hearing
24 that they have very different understandings of what the
25 agreement was, so our perspective at this point is that

1 this was a lack of a meeting of the minds. They thought
2 they agreed on a -- or on the agreement, but they didn't
3 understand the same understand -- or have the same
4 understanding of what the agreement was and basic contract
5 law says if there's no meeting of the minds, there's no
6 contract.

7 Another way to look at it is the way that this
8 contract or agreement was laid out on the record, there's
9 a condition precedent. There has to be less than \$500
10 worth of damages needed to be repaired on this home
11 before he would get the money and they would walk away.
12 So if there's more than \$500 worth of damages, the
13 agreement falls apart. Either way, the way I look at it
14 and the way our position is, there's no contract here.
15 We thought there was a contract. There's no contract.

16 And the problem is when we were putting this all
17 on the record -- or they were putting on the record, I
18 came in later, nobody actually specified what happens
19 if this settlement agreement didn't work out as agreed,
20 such as if there's more than \$500 worth of repairs needed
21 or if one side or the other didn't hold up to their end
22 of the agreement.

23 Importantly, there's nothing on the record for
24 Mr. Penland's actually agreeing to waive his right to
25 the jury trial or agreeing that the Court could just

1 issue a writ if he wasn't out as -- if he wasn't out at
2 the time they were specifying. So our position is if
3 the agreement falls apart and we don't actually have a
4 settlement agreement, Mr. -- Mr. Penland had requested
5 a jury trial, he's entitled to a jury trial, since the
6 case wasn't settled -- properly settled, the proper
7 response for the magistrate should have been send it
8 back to a jury trial so he could actually present his
9 defenses and raise a claim -- or raise his argument and
10 defend against the eviction. Instead, the magistrate
11 held a couple of hearings about like what happened with
12 the settlement agreement and then just issue a writ of
13 ejection.

14 Now in addition, Mr. Penland raised a -- or in
15 his appeal he also raised the argument of lack of
16 jurisdiction, which I noted the -- the previous case the
17 court had thrown it out for lack of jurisdiction because
18 this was a rent to own and while Mr. Boan has pointed
19 out several times this is only for the land and the land
20 is not part of the rent to own, the problem is it's all
21 part of the same agreement. Mr. -- Mr. Penland is
22 agreeing to buy this home and is paying rent, paying the
23 home payments, none of it was ever specified or broken
24 down between the two of them, and Mr. -- Mr. Penland's
25 position is, and the first court agreed, was that, you

1 know, this is a rent to own agreement, this should be
2 in circuit court, and especially since the purchase
3 price of the home that the parties had agreed to was
4 \$40,500.

5 Additionally, since the Court had thrown it out
6 the first time and then they just re-filed it, our
7 position is also that this was res judicata and should
8 not have been re-filed here, but for all of those
9 reasons -- well, if you agree with the res judicata,
10 we're asking that the whole thing be dismissed, but
11 otherwise we're asking that this be remanded to a jury
12 trial.

13 THE COURT: All right. Mr. Boan.

14 MR. BOAN: Your Honor, he said a lot. I'm not sure
15 the best order to go in, but I would like to go ahead
16 and address the res judicata and this argument regarding
17 the first ruling.

18 My client, behind me, who owns the mobile home park,
19 filed a pro se motion to evict and that matter was not
20 heard. There's no order from that hearing. Not --
21 Mr. Ozolins has not presented any information to this
22 Court regarding that first hearing and my understanding
23 was that when I filed my action, a brand new action, that
24 issue was never raised. That's not anybody that said
25 you can't file a new eviction. In fact, if you believed

1 his argument, his client would be able to stay there
2 for ever and ever and ever and ever and not do what
3 he's supposed to and somehow be able to maintain access
4 to this home. So that -- there is no evidence in this
5 record before the Court of any prior action that --
6 where there was any sort of finding that this Court
7 didn't have jurisdiction, but let me address his argument
8 and the notice of civil appeal that was filed timely on
9 the first day that the judge issued the ejection.

10 The original argument was that there was no
11 jurisdiction for magistrate's court because it involved
12 money more than \$7,500, and that was the original
13 argument if you go and look at the notice of appeal that
14 was filed in the Court by the appellant. That argument
15 also fails because this Court knows that Section 22-310
16 and 12 allows magistrates to retain jurisdiction over
17 an eviction irregardless of the amount of an alleged
18 counterclaim or an assertion for money, and that's well
19 settled law that you don't just kick out an eviction by
20 saying I've got a counterclaim for more than \$7,500.

21 And let me touch on that again. There was no
22 counterclaim filed in this matter. This eviction that
23 this Court is hearing an appeal on was filed on
24 November 24th of 2022. Six months ago this matter was
25 started on an action to evict based on the termination

1 of a lot lease. In the magistrate's return, he put a
2 copy of the summons and complaint and the exhibits that
3 show that there was a written lease, that's the only
4 contract in this matter, that controlled the use of a
5 lot in a mobile home park and the rent for that was \$390
6 a month. It was a month to month terminable at any
7 time. That was properly terminated. He did not vacate.
8 A hearing -- an action was filed to get him to vacate.
9 No responsive pleadings were filed. At the day of the
10 eviction in front of the initial magistrate, he requested
11 a jury trial. That kicked it down the road, which is
12 understandable, that's his right to request a jury trial.
13 We showed up on the term of court and we picked the jury.
14 We had the jury set. It was set to come back on Friday.
15 We came back on Friday ready to move forward with the
16 trial. The defendant agreed to vacate the home. We
17 reached an agreement at the beginning of the magistrate
18 hearing, the judge said you-all want to talk about this,
19 I said judge, we're ready to proceed, he gave us a chance
20 to talk about it and the gentleman said he would vacate.
21 He agreed in his agreement he had no right to the lot.
22 That's the agreement.

23 Now in addition to that arrangement, the people that
24 owned the mobile home is this defendant's grandparents
25 -- grandmother, who was letting her grandson live in

1 the mobile home to get back on his feet and he was
2 promising he was gonna fix the mobile home up and that
3 they were gonna sell it and make some money. He promised
4 her that. She has had no access to the mobile home other
5 than sending a realtor in back in August to look at it
6 to see could it be sold. At that time it could not be
7 sold.

8 Moving forward in time into this eviction hearing,
9 which took place -- that took place in front of Judge
10 Guiles, Judge Guiles heard an agreement, asked the
11 defendant is that your agreement, do you agree to vacate
12 by a certain date, and he did, he agreed to vacate by a
13 certain date and a certain time. We agreed that if the
14 home was in sellable condition that we would give him
15 some money, and sellable condition meant less than \$500.
16 Those two are not tied together. His agreement to vacate
17 the lot and his understanding in the law as Judge Guiles
18 pointed out that he had no right to the lot, that was --
19 that was understood. There's no not meeting of the minds
20 to that, that's just the law. He waived his right to a
21 jury trial because he knew he was about to be put out.

22 Now to help this young man out, to do him a favor,
23 we let him pick a realtor that went over there the next
24 morning after he was supposed to be gone and she was
25 gonna look at the place and see did it have more than

1 \$500 worth of repairs or was it ready to be sold. She
2 was gonna be the realtor. She came back with pictures
3 and a list of information about what was wrong with the
4 property. That went back in front of Judge Guiles.

5 Judge Guiles brought the defendant back in and said
6 are these things done. He gave excuse after excuse,
7 Your Honor. No contract -- I couldn't get my contractor
8 in there and Judge Guiles was like well, you told me
9 the day before you were gonna be out at 9:00 the next
10 morning. Well, my contractors couldn't get in there
11 that night. So Judge Guiles gave him ten more days,
12 ten more days, to get his stuff out of there and to have
13 the place in sellable condition if he wanted to. The
14 understanding with the realtor, she was ordered by Judge
15 Guiles to go back over there.

16 Judge Guiles heard from the realtor by affidavit
17 and pictures that the second time she went over there
18 not only was he not out as he promised to be, he promised
19 the judge that he would be out by 4:00 PM on the 28th of
20 March -- on the 28th of Feb -- 28th of February, ten days
21 after the last hearing. He promised he would be out.
22 Not only was he not out, Your Honor, the work that was
23 promised to be done was not done.

24 Not only that, and just so you have an idea what
25 we're talking about, one of the issues was a working

1 bathroom, all right, a shower and a -- and -- and knobs.
2 Knobs had been stuck into the wall that did not connect
3 to plumbing. A showerhead was stuck on by a nail into
4 the wall with a showerhead hanging off on it to give
5 it the appearance that it was a working shower. The
6 realtor goes over and touches the knob and there's no
7 water coming out and then touches the handles, no water
8 comes out, touches the showerhead and it falls off.
9 There's cabinets missing, there's tile work not done,
10 and she presented an affidavit to the Court that said
11 there's thousands of dollars worth of work, including
12 plumbing and contracting work. So my clients, rightfully
13 so, were in no position to give their grandson money
14 when he was lying about the condition of the mobile home.

15 Now the reason all of this fails in terms of an
16 appeal issue is this is a lot eviction. This is an
17 eviction that is solely based on a lot. The title to
18 the mobile home is not in the defendant's name, there's
19 no mortgage on the mobile home in the defendant's name
20 or the appellant's name. He has no rights whatsoever
21 to the mobile home. His only contractual right was to
22 the lot. The lot lease has been terminated.

23 Judge Guiles in his summary court position after
24 the --- and -- and there's -- notice says he didn't
25 waive his jury trial right. He absolutely waived his

1 jury trial right. He was about to be put out with the
2 jury sitting in there and we were gonna go forward and
3 he said I will agree to leave and he did not leave. At
4 some point in time the judge says I'm putting you out.

5 Judge Guiles has summary court powers -- summary
6 -- summary judge powers to hear the affidavits and the
7 exhibits of the realtor and look and say he did not live
8 up to his part of the agreement.

9 Now a couple of comments. If he thinks he is owed
10 money, he has every right whatsoever to file a civil
11 action. When he filed his notice of appeal that said
12 this court does not have jurisdiction in common pleas
13 as the money in question is greater than \$7,500, that
14 doesn't kick out the jurisdiction of magistrate's court.

15 Secondly, if he does have some sort of claim
16 for money saying I did a bunch of improvements to this
17 home and I should get some money out of this home I
18 improved, then he has that right, Your Honor, to file
19 some sort of action in -- in magistrate's court or court
20 of common pleas for damages just like we would have the
21 right to turn around and say you didn't pay us rent or
22 you didn't do this or that and -- and a landlord in some
23 cases turn around and file actions against their tenants
24 for the money, but this Court knows that magistrate's
25 court has exclusive or concurrent jurisdiction over

1 evictions and ejections. This action is an eviction
2 and an ejection. Judge Guiles properly ejected him.
3 On the same day he ejected him, this gentleman was ready
4 to file his appeal when he knew he was just gonna try to
5 drag this out as long as he can.

6 I'm thinking, Your Honor, that's all of the
7 arguments that I would -- would -- would make except one
8 last thing. This -- yesterday afternoon there was a
9 bunch of documents filed with the affidavit attaching
10 the transcript. We've got no problem with the Court
11 hearing and seeing the transcript, but it is a little
12 disingenuous that these were prepared on April 1st and
13 they don't get filed until yesterday afternoon and when
14 they do get filed they don't even have the date -- proper
15 dates of the hearing. It makes it look like the hearings
16 took place when they really didn't.

17 Judge Guiles took a lot of time in this matter,
18 gave this defendant numerous chances to get his act
19 together, and he never did, and he needs to be put out.
20 Otherwise, he could sit on a lot lease in a mobile home
21 park indefinitely. If Mr. Ozolins was to have his
22 position, my clients would never be able to regain
23 possession of their lot.

24 Now they have the right to go move the home -- home
25 any time they want. It's their -- my clients' mobile

1 home and they've got the wheels on it. They could take
2 it and put it in Mount Pleasant, they could sell it
3 tomorrow. This isn't about possession of a mobile home.
4 This is about a lot lease that has been terminated and
5 that he needs to go and I would ask the Court to honor
6 Judge Guiles's ejection that was placed on -- he did
7 it on February 28th I understand.

8 THE COURT: All right. Mr. Ozolins, anything in
9 reply?

10 MR. OZOLINS: Yes, Your Honor. I acknowledged that
11 we did have that typo on the affidavit and I -- I did
12 note the correction -- or the corrected date on that.

13 Our position is not that they cannot -- or that
14 they would not be able to evict Mr. Penland at all.
15 It's simply that they've raised the exact same claim
16 right after the other court had ruled on it and thrown
17 it out. Therefore, they would need other grounds to
18 evict even if that simply -- or they needed to file it
19 in circuit court as that court had directed.

20 Additionally, I believe that Mr. Boan is
21 mischaracterizing or misstating the -- the terms that
22 were put on the record. If you will look at the -- the
23 transcript, it is not written -- or is not stated as if
24 those were -- as if those two parts were separate and
25 the way Mr. Penland confirmed that he agreed with it

1 was "That is, Your Honor, 9:00 the sales agent, as long
2 as she can say -- she will say no more than \$500, I can
3 put this on the market, then I'll take my money, I'll
4 walk away and I'll lose all right to a future suit or
5 anything like that". There was no are you sure you
6 understand that you have to be out by 9:00 and that
7 you're losing your case. Mr. Penland didn't settle this
8 because he knew he was being evicted, he settled this
9 because they offered him four -- or \$44,500 to move and
10 he was taking that and then they didn't -- they didn't
11 pay up.

12 They have their view on what the condition of the
13 home was, but there was actually no trial on that. There
14 was some dis -- or some arguments and whatnot and there
15 was an affidavit filed, the filing was after the last
16 hearing, and at that second hearing the magistrate even
17 acknowledged that he didn't have the authority to order,
18 you know, them to actually pay, but he nevertheless was
19 going to grant the -- the eviction even though that's
20 basically saying I can't enforce this agreement, but I'm
21 going to enforce this agreement against you, which I
22 think is somewhat disingenuous and misses the point of
23 if you don't have jurisdiction to hear the -- or hear
24 the argument at all, then he shouldn't be enforcing it.

25 But in any event, our position is we don't actually

1 have an agreement here because they had very different
2 understandings of the agreement. As you heard Mr. Boan,
3 he believed that those two parts were separate and
4 that's how he was proceeding. Mr. Penland's statement
5 of it was very clear that he thought that they were
6 connected and that he was moving out once he got paid,
7 and I believe that's -- all of that basically just
8 points to the -- or points to that this agreement was
9 not actually an agreement, they didn't have a meeting
10 of the minds, and it should just go back to jury trial
11 so they can proceed normally.

12 THE COURT: All right. I've reviewed the record
13 on appeal submitted by the magistrate and I'm gonna
14 affirm the magistrate's decision for the eviction. I
15 affirm the eviction.

16 MR. OZOLINS: Okay.

17 MR. BOAN: Judge, we appreciate the Court's time
18 today.

19 THE COURT: All right. Thank you very much.

20 MR. OZOLINS: And, Your Honor, may I clarify one
21 thing? This wasn't -- or this is, as they've said,
22 a mobile home park eviction, so my client would be
23 entitled to ten days to move. I'd just like to clarify
24 when is he actually going to be --

25 THE COURT: Well, he needs to get out now. The

1 -- the magistrate has ordered the eviction and I'm
2 affirming -- unless you can point me to something that
3 gives him more time, all I can do is either affirm,
4 reverse or remand, and I'm affirming the -- the
5 magistrate's decision.

6 MR. OZOLINS: Okay. I mean, I can -- or I
7 understand. I was just trying to fig -- figure out is
8 the Court gonna -- or is the magistrate going to issue
9 a new writ or --

10 THE COURT: No, it will just be whatever he has
11 issued is affirmed by the circuit court, okay?

12 MR. OZOLINS: Okay.

13 THE COURT: All right. Thank you very much.

14 MR. BOAN: Thank you for your time, Your Honor.

15 THE COURT: Thank you.

16 (Whereupon, the proceedings were concluded.)
17
18
19
20
21
22
23
24
25

C E R T I F I C A T E

1
2
3 I, Stacy S. Johnson, Official Court Reporter
4 for the Eleventh Judicial Circuit of the State of
5 South Carolina, do hereby certify that the foregoing
6 is a true, accurate and complete transcript of record
7 of all the proceedings had and the evidence introduced
8 in the hearing of the captioned case in Circuit Court
9 on the 22nd day of April, 2022, recorded via WebEx
10 Videoconferencing, and transcribed by me to the best
11 of my ability.

12 This transcript may contain quoted material.
13 Such material is reproduced as read by the speaker.
14 This transcript may also contain transmission
15 interruptions and/or technical difficulties and
16 inaudible or unintelligible indications due to being
17 conducted remotely via videoconferencing.

18 I do further certify that I am neither of kin,
19 counsel, nor have an interest to any party hereto.
20

21 September 26, 2022
22

23 1st Stacy S. Johnson
24 STACY S. JOHNSON
25 CIRCUIT COURT REPORTER

I HEREBY CERTIFY THAT THE RECORD ON APPEAL CONTAINS ALL MATERIAL PROPOSED TO BE INCLUDED BY ANY PARTY AND NOT ANY OTHER MATERIAL.

This 12th day of April, 2023.

RECEIVED

Apr 12 2023

SC Court of Appeals

/s/Tucker S. Player (S.C. Bar No. 16217)
PLAYER LAW FIRM
1415 Broad River Rd.
Columbia, SC 29210
(803) 772-8008

Attorney for Appellants