

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

RECEIVED
MAR 13 2024
SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Appellate Case No. 2023-000488

Robert Belle

Appellant,

v.

William Leach

Respondent.

RECORD ON APPEAL

March 12, 2024

Robert Belle
864.551.6422
bob.belle1@gmail.com

25 E. Darby Rd
Taylors, SC 29687

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STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
)
)

2021CV2311101600
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

JUDGMENT

William Leach
225 Josh Ct
Greer, SC 29651
(864) 291-1399

PLAINTIFF(S)

Vs

Robert Belle
25 E Darby Rd
Taylors, SC 29687

DEFENDANT(S)

The issues in this action were tried in the North Greenville Summary Court on December 27, 2021 at which time a Judgment for the Plaintiff, **William Leach**, was rendered in the amount of **\$5,720.00**.

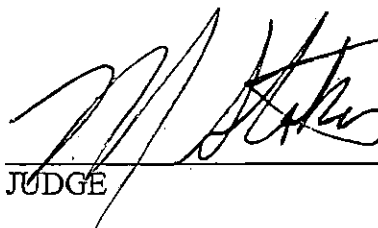
IT IS THEREFORE ORDERED that the Plaintiff recover from the Defendant(s):

Robert Belle

the total amount of **\$5,800.00** which includes other relief, if any, as stated below.

Court Cost

\$80.00



JUDGE

North Greenville Summary Court
301 Trailblazer Dr.
Travelers Rest, SC 29690
Phone: (864) 371-1400 Fax: (864) 371-1399

December 27, 2021

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Robert Belle,

C/A No.: 2021-CP-23-05987

Appellant,

v.

ORDER

William Leach,

Respondent.

THIS MATTER came before the Court by way of Appellant's Appeal from the Magistrate Court of Greenville County, South Carolina. This Court, having been fully apprised of the judgment from the Honorable Michael Don Stokes, Presiding Judge, and having considered all relevant legal issues raised by Appellant and Respondent, finds there is no legal error presented and Magistrate Court is affirmed.

FACTUAL BACKGROUND

The following facts are drawn from the action being heard in the North Greenville Summary Court on December 27, 2021, the Return from Greenville County Magistrate Court filed on February 23, 2023, and subsequent testimony heard on Appeal on March 1, 2023.

It is undisputed that William Leach (hereinafter Respondent) entered into a service agreement with Robert Belle (hereinafter Appellant) regarding yard grading and the construction of a fence. Appellant began work on Respondent's property and improperly bore holes for fencing that encroached on an adjoining property. The encroachment caused a dispute between the Appellant and the neighboring property's owner. Supplies for the service were delivered and paid

for by the Respondent, but were not used by the Appellant. Thus, the Respondent was forced to obtain another contractor to complete the work on the property.

The Appellant received approximately fourteen thousand dollars (\$14,000.00) from the Respondent without completion of the service and the Magistrate Court ultimately determined the Appellant had been overpaid in the amount of five thousand seven hundred twenty dollars (\$5,720.00). The Magistrate Court issued a judgment against Appellant and Appellant appealed.

STANDARD OF REVIEW

Under the South Carolina Code, Chapter 7 of Title 18, “when a judgment is rendered by a magistrates court . . . the appeal shall be to the circuit court of the county wherein the judgment was rendered.” *See* S.C. Code Ann. § 18-7-10 (1985). The standard of review to be applied by the circuit court on appeal of a magistrate’s judgment is articulated in Section 18-7-170 of the South Carolina Code (1985). Upon hearing the Appeal, the appellate court may “affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.” *Bowers v. Thomas*, 373 S.C. 240, 644 S.E.2d 751 (Ct. App. 2007); *see also Hadfield v. Gilchrist*, 343 S.C. 88, 92–93, 538 S.E.2d 268, 270 (Ct. App. 2000).

ANALYSIS

On March 1, 2023, Appellant and Respondent came before this Court on Appeal. Appellant based its appeal on the allegation the Magistrate Court did not properly review the documents provided and attempted to relitigate the factual issues in this matter. The standard of review is clear that a circuit court reviewing an appeal from a magistrate’s judgment is limited to errors of law or fact. *See* S.C. Code Ann. § 18-7-10 (1985). On appeal, it is incumbent upon the Appellant to present evidence to indicate an error exists. This Court finds the Appellant did not introduce any such evidence. Thus, this Court is restricted to errors of law and the Magistrate Court’s Return.

CONCLUSION

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Appellant's attempt to relitigate the factual issues on appeal is improper as this Court's appellate review is limited to correcting errors of law, and seeing that no such error of law exists, Magistrate Court's decision is affirmed.

AND IT IS SO ORDERED.

March 2, 2023
Greenville, South Carolina

/s/ Michael G. Nettles
Presiding Judge

21-1600

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

William Leach

PLAINTIFF

225 Josh Ct.

STREET ADDRESS

Greer S.C. 29651

CITY, STATE ZIP

864 291-1399

TELEPHONE

Robert (Rob) Belle

VS.

DEFENDANT(S)

COMPLAINT

25 E. Darby Rd.

STREET ADDRESS

Taylor S.C. 29687

CITY, STATE ZIP

864 551-6422

TELEPHONE

I, William Leach, the plaintiff in this civil action do make the following claims:

1. I believe the defendant, Robert Belle, is a resident of Greenville County, and resides at 25 E. Darby Rd. within Judge _____'s magisterial jurisdiction or this Complaint is properly filed in Greenville County.

2. I make this complaint on the following:

Robert Belle was given \$14,280.00 in draws to grade my yard, build a retaining wall, erect a fence and install an in yard drainage system as well as an inground irrigation system. Only the grade was done.

(Attached supplement if necessary.)

3. I believe, because of the above information, that I am entitled to and do request a judgment for \$7500.00 and/or other relief as below requested:

plus court cost of \$80.00

including any costs resulting in this action.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

Dated: Sept 3 2021

h
Signature of Plaintiff (or his attorney)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

William Leach

Name

225 Josh Ct. Greer S.C.

Address

864 219-1399

Phone

PLAINTIFF(S)

VS.

Robert Belle

Name

25 E. Darby Rd Taylors SC

Address

864 551-6422

Phone

DEFENDANT(S)

21 CV 1600

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT AND ITEMIZATION
OF ACCOUNTS

Plaintiff, _____, personally appeared before me, who, being duly sworn, states that he is the plaintiff in this action, and that the itemization of accounts which follows is true and correct.

He further states that no part of the sum included in the itemization below has been paid or satisfied in any fashion, and is today due and owed to him.

Itemization of Accounts

<u>Work paid for but not rendered</u>	<u>\$ 7500.00</u>
<u>Court filing fee</u>	<u>\$ 80.00</u>
_____	\$ _____
_____	\$ _____
TOTAL	<u>\$ 7580.00</u>

(Copies of bills, papers, or other proof of any of the above accounts should be attached to this document.)

Sworn to before me, this 3rd

day of Sept, 2021

Chris Jones

Magistrate or Notary Public for
South Carolina My Commission Expires .

Oct 15, 2025

[Signature]
PLAINTIFF (or his attorney)

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

2021CV2311101600
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
ANSWER

William Leach
225 Josh Ct
Greer, SC 29651
(864) 291-1399

PLAINTIFF(S)

Vs

Robert Belle
25 E Darby Rd
Taylors, SC 29687

DEFENDANT(S)

On SEPT 13, 2021 I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the **North Greenville Summary Court**, is as follows:

CHECK ONE:

A. ☐ I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

B. ☐ I admit everything in the complaint and do not want a trial.

C. ☐ I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. ☒ I deny that I am responsible at all because: (use additional pages if necessary)

I HAVE A SIGNED WRITTEN PROPOSAL/AGREEMENT WHICH CLEARLY DEFINES WORK SCOPE AND COSTS. OWNER (PLAINTIFF) IS IN BREACH BY REFUSING TO PAY DRAIN DUCT
YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: OCT. 12, 2021

SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER

PLEASE RETURN TO:

North Greenville Summary Court
301 Trailblazer Dr.
Travelers Rest, SC 29690
Phone: (864) 371-1400
Fax: (864) 371-1399

2021 CV 2311101600
CIVIL CASE NUMBER

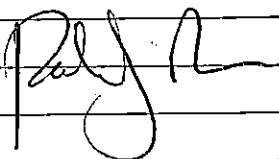
COUNTER CLAIM

PLAINTIFF - WILLIAM LEACH
225 JOSH CT
GREEN, SC 29651
864.291.1399

VS

DATED OCT 12, 2021

DEFENDANT - ROBERT BELLE
25 E. DARBY RD
TAYLOR, SC 29687
864.551.6422

SIGNED 

I, ROBERT BELLE, THE DEFENDANT IN THIS CIVIL CASE/ACTION DO MAKE THE FOLLOWING COUNTERCLAIM:
\$6,420. - 3500 DRAW + (20%) 2,920 FOR BREACH TOTAL

I, COUNTERCLAIM ON THE FOLLOWING:

A COMPREHENSIVE WRITTEN AND SIGNED PROPOSAL/ AGREEMENT WAS MADE. OWNER (PLAINTIFF) CAUSED REPEATED DELAYS, ADDED (19) CHANGE ORDERS AND WORK PERFORMED AND COMPLETED WAS PAID AS REQUIRED.

AFTER ADDITIONAL WORK COMPLETED AND A DRAW DUE OWNER DID NOT MAKE PAYMENT AS OUTLINED AND AWARDED UPON.

AFTER REPEATED REQUESTS FOR PAYMENT AND OWNERS REFUSAL TO PAY WE ISSUED A TEXT MESSAGE STATING THAT ALL WORK WILL HEREBY CEASE AND MADE IT CLEAR THAT WORK SHALL NOT RESUME UNTIL PAYMENT IS MADE. TO DATE NO MONIES HAVE BEEN PAID. OWNER IS IN BREACH OF CONTRACT AS A RESULT, I HAVE MONIES DUE OF 20% FOR SERVICES RENDERED OF 14,280 = 2,920. PLUS 3,500 DRAW WHICH WAS INITIALLY DUE.

ALL COUNTERCLAIMS AND DEFENSES MUST BE FORWARDED FOR YOUR REVIEW

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

2021CV2311101600
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
AFFIDAVIT OF SERVICE FOR COUNTERCLAIM

William Leach
225 Josh Ct
Greer, SC 29651

2911399

(14) PLAINTIFF(S)

VS.

Robert Belle
25 E Darby Rd
Taylors, SC 29687

DEFENDANT(S)

PERSONALLY APPEARED BEFORE ME I. Bauer
WHO, BEING DULY SWORN, SAYS THAT, ON THE 13 DAY OF OCT
20 21, S/HE SERVED William Leach

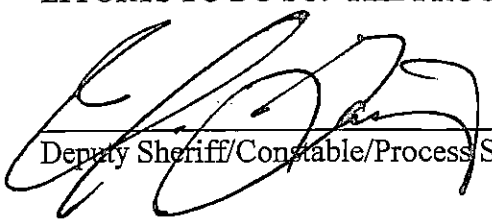
THE PLAINTIFF ABOVE NAMED, BY DELIVERING COPIES THEREOF TO

William Leach
PERSONALLY AND LEAVING THE SAME
WITH William Leach

AT 225 Josh Ct
THE PLACE OF RESIDENCE/WORK/OTHER OF SAID PLAINTIFF

AND THAT THE DEPONENT IS NOT A PARTY TO THIS ACTION.

☐ UNABLE TO LOCATE AND SERVE THE ABOVE PROCESS ON THE PLAINTIFF AFTER DILIGENT
EFFORTS TO DO SO. THE PROCESS IS RETURNED UNEXECUTED.


Deputy Sheriff/Constable/Process Server

DATE

10/13/2021

Return to:

North Greenville Summary Court
301 Trailblazer Dr.
Travelers Rest, SC 29690
Phone: (864) 371-1400
Fax: (864) 371-1399

State of South Carolina	)	
	)	Circuit Court
County of Greenville	)	2021-CP-23-05987

Robert Belle	)	
	)	
vs.	)	Transcript of Record
	)	
William Leach	)	

March 1, 2023
Greenville, South Carolina

B E F O R E:

The Honorable Michael G. Nettles, Judge.

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

Pro se
Appellant

Pro se
Respondent

Colin Richilano
Transcriber



1 THE COURT: All right. The next case is Robert Belle v.
2 William Leach.

3 MR. BELLE: Good morning, Your Honor.

4 THE COURT: Good morning.

5 MR. LEACH: Good morning.

6 THE COURT: Good morning. And which one of you is the
7 appellant?

8 MR. BELLE: I'm sorry?

9 THE COURT: Which one of you is the appellant?

10 MR. BELLE: I --

11 THE COURT: The one who's filed?

12 MR. BELLE: I --

13 THE COURT: Oh, okay. Well, I'll be glad to hear from
14 you first. And do we have a return from the lower court?

15 MR. BELLE: I saw it from your website. I clicked a
16 little icon for the return.

17 THE COURT: Okay.

18 MR. BELLE: And apparently on the 27th. I believe it was
19 returned on the 27th from the magistrate's court.

20 THE COURT: Okay. Let me see if we can look at that
21 before we get started.

22 MR. LEACH: And we were here shortly after or right
23 before Christmas, I believe. And you didn't have that
24 information.

25 THE COURT: Okay.

1 MR. LEACH: The Court didn't, so.

2 THE COURT: Yeah, whatever judge. I'm just here for this
3 week, it must have been some other judge. That was the reason
4 why they continued it, was --

5 MR. BELLE: Yes, that's right.

6 THE COURT: While she's looking for the return, I'll be
7 glad to hear your argument.

8 MR. BELLE: Yes, sir. Your Honor, well -- boy.

9 THE COURT: Tell me what the nature of the case is about,
10 to start with. And then tell me why you think you're entitled
11 to an appeal.

12 MR. BELLE: Right.

13 THE COURT: A reversal.

14 MR. BELLE: Right. Thank you. Well, in my return to the
15 complaint at the magistrate's court, and also in my return
16 with the appeal to you guys, I made it clear from the onset
17 that the beautiful thing about this, if there's anything
18 beautiful about it, is that there was a proposal or an
19 agreement drafted that I typically do. 44 years I've been
20 doing all sorts of projects of all different types, the local
21 community as well as some very high end specialty stuff. And
22 I draft proposals with no real grey area in there. It's
23 designed -- and I even spelled that out in my return. You'll
24 see that it's so specific that -- there's a list of
25 inclusions. There's clarifications about those inclusions.

1 THE COURT: Is this a construction project?

2 MR. BELLE: It is, it is.

3 THE COURT: Oh, okay. Good.

4 MR. BELLE: That's right.

5 THE COURT: And there's a dispute. And what's the
6 dispute about?

7 MR. BELLE: Okay. So here's the -- right. So having a
8 very comprehensive proposal clearly outlining what it is we
9 are to do and how much it costs, what his responsibilities
10 are, what mine are; that's all been established and we're
11 moving forward on that.

12 It was a long process. A lot of things were happening.
13 As the project progressed, changes were made that can only be
14 directed by the owner. As those changes -- and we were
15 inundated with changes, by the way. So as they were changing,
16 we kept up a forward momentum. We did an outstanding project.
17 We have a great looking project. We staged it well, we did it
18 well. So contrary to everything, really, that was stated by
19 the defendant or the respondent concerning the matter, it came
20 to a point where having set up an established down payment or
21 retainer due on this date, which we received. Then an
22 ultimate draw which we did receive. And then one more we did
23 receive. It came time for, now, another draw. The owner
24 refuses to make the payment.

25 And he based his judgment on the fact that holes that

1 were to bored for a fence that was to go up was bored directly
2 on a line that he approved; that not only did he approve it,
3 but from the job site, I called the deputy building inspector
4 and said where can we put a line for our client's fence, where
5 can it happen. Got advice from him, it can go right down the
6 center line. It's not a permanent structure, it can go right
7 down the property line. Okay. I took it one step further and
8 went into the office and sat down with the deputy inspector
9 and said I wanted to verify for my client what's up. What can
10 we do? What can we not do? Where do we stand? He gave me
11 the lowdown. I came back and passed on the information to Mr.
12 Leach.

13 Also, I said it would be prudent to -- because he was
14 having an ongoing dispute with his next door neighbor Les
15 (phonetic), who is the property line neighbor, and I said, it
16 would be prudent for us to have a meeting with your next door
17 neighbor and you and me, and then he also had his next door
18 neighbor from across the street and another neighbor in a
19 meeting to discuss this very logistic issue.

20 It came to the conclusion that right down the property
21 line, Les, the neighbor, agreed that it was okay. The owner
22 was okay with it. I strung a line. I with marking paint laid
23 out the line. Laid out the Xs where posts were actually going
24 to be drilled, the whole shebang. Had it authorized by him.
25 Everything was being directed by Mr. Leach, so I want to make

1 that clear. There's not one thing that takes place on this
2 job or any of our jobs that isn't under the direction of the
3 owner. It's their project. We listen to them. We're below
4 them in the hierarchy of things because it really needs to be
5 dictated by one person. Then we take what we agree upon and
6 we write it down.

7 Now, what's disturbing about this matter is although we
8 bored the holes exactly where a line was strung, Xs were made,
9 and it was okay -- I bored them exactly right there, through
10 heavy burden. Root and rock, and I mean, it was -- we snapped
11 bolts on the shear pins from the augers, it was a lot of work.
12 But we accomplished it and we did it exactly -- the very next
13 -- exactly as planned.

14 Next day, the next door neighbor Les said if you pour any
15 concrete into those holes, although we're dead center to the
16 line, and the concrete overflows in -- and although it's
17 underground, and it overflows up to their side of the yard,
18 he's going to jackhammer off -- that's what he tells me that
19 Les told him the next day, so right. So that he would
20 jackhammer off the concrete which would render an inadequate
21 post, so that couldn't happen.

22 So I said, well, you have two options. One is you can
23 file a complaint, I guess, and see what you want to do civilly
24 considering the matter, or what would you like me to do? I
25 had originally even suggested that an offset of one foot would

1 be made, and it's clearly outlined in the proposal which is
2 the beauty of this which is -- the mindboggling thing for me
3 is that I purposefully wrote things, tried to keep up with all
4 the change orders, but did it in a way that was very
5 meticulously done, so that we could follow the course of
6 action of work that was requested, work that had been added,
7 work that was done, what those amounts -- I even put breakout
8 amounts, which you normally don't do. But we did because
9 there was so many change orders and I really wanted to work
10 with him on accomplishing as much tasks as he can within his
11 budget. So I broke out pricing and the sort of -- the pricing
12 in there that can be seen, so everything is known to specific
13 breakout numbers, so that it's crystal clear.

14 Now, because the original issue resulted when I got there
15 the next day and found out that the next door neighbor was
16 going to do that with the post and the concrete, what do you
17 want to do, he mentioned, well, let's offset them a foot.
18 Now, the interesting thing, I mentioned that in the beginning,
19 is we typically will offset a post a foot off the line, so
20 that you can put your fence up. If he decides to put up
21 another fence and he offsets a foot, well, now you have a
22 place to maintain your fence. So I said that's how we
23 typically would do it. But it can go right down on the center
24 line; that's what they decided, that's what we did, that's
25 exactly what happened. And then the next day, we were told

1 that's not going to fly.

2 I had to backfill all those holes back in. Then I had to
3 have a discussion with him and say, well, as a result of this
4 change, all the effort in boring all those holes are going to
5 have to now be redone a foot over; that's an additional --
6 that's a workload that we hadn't anticipated, it's one that
7 you're asking me to do, and I said that's something we're
8 going to have to talk about. So that's sort of where we were
9 when a draw was about to be due; that's sort of where we were
10 at, and that was being used as a way to say, yeah, we're not
11 going to make a payment.

12 And Your Honor, just prior to that moment, we had
13 negotiated again and I had drafted 130 R-2 (phonetic) which is
14 -- again, this thing was revised your or six times, a half
15 dozen times at least from day one. It was supposed to be a
16 metal fence, then it went wood. Then it was supposed to be on
17 both sides of the property. Then it wasn't, then it was only
18 one. I mean, if you really -- if you read the information
19 that I provided for you that is accurate, specific, definite
20 information, and then there's an agreement on specifically
21 what we're going to do.

22 When I presented that to the magistrate, the interesting
23 thing was this was how that went. The respondent, Mr. Leach,
24 was able to tell the judge what was going on in that when you
25 look at the ten items that I specifically address, Your Honor,

1 each one of those are fabricated untruths. They're just not
2 the truth. It absolutely has no merit other than to take care
3 of his responsibility to make a payment when a payment was
4 due, he created this intense amount of (indiscernible) I
5 couldn't look worse. I don't think a picture could be painted
6 any worse than the way he did it in his complaint and in the
7 discussion with the magistrate.

8 Now, I found it quite amazing that when I said, well,
9 Your Honor, irregardless of what he can say, what someone can
10 say about a situation, he is -- and in fact, we admit only
11 days prior, your or five days prior to this termination point,
12 where I actually put a stop work order on the job because a
13 payment was due. He refused to pay. And I says well, we're
14 going to have to put a stop work order until you address
15 whatever financial issues you need to, but we're putting the
16 stop work -- I did it by text and let him know that as a
17 result of his decisions and so on that we removed all tooling,
18 all equipment and whatnot came off that was ours, off of the
19 job site, left in great condition.

20 He talks about garbage being on the jobsite. There was
21 one trash -- there was one wheelbarrow that we used to put
22 trash in daily. Then I would empty that wheelbarrow into a
23 contractor bag. The only thing he did was empty the
24 wheelbarrow onto the ground and then took a picture of that
25 and determined that I had a sloppy jobsite. Everything else

1 about it was meticulously laid out, meticulously done, and
2 done with expert 40 years of experience at the very high end,
3 but helping out a local community neighbor of mine, is how I
4 look at this, and I find it completely mindboggling that when
5 I presented to the judge -- well, the good thing is, Your
6 Honor, we have a written agreement that clearly spells out
7 everything. It shows you the number of proposals that were
8 drafted, the original proposal. The very day that we got
9 there to sign and actually get the job under way, there was a
10 change made. We had to change that proposal, redo it. We did
11 get a retainer. Work was able to start. But we were able to
12 -- we had to change multiple things. And that was sort of the
13 MO as things progressed.

14 Now, as things start to take shape, we encourage a
15 homeowner -- in fact, we bring to his or her awareness that
16 down the road this could happen or this could happen. If you
17 want to consider doing these things, now is the time to -- if
18 you're going to do underground cabling, well, you do it now,
19 before you put in sod. All that sort of stuff. So we talked
20 about all those prudent, good ways of accomplishing --

21 THE COURT: All these factual disputes --

22 MR. BELLE: Yeah.

23 THE COURT: -- they were presented to the magistrate,
24 weren't they?

25 MR. BELLE: Well, okay. So there is where I was going

1 with that, just in laying a general ground there for you, Your
2 Honor. And that is when I said to Your Honor -- and I gave
3 him a copy. In fact, he had the highlighted copy, the
4 original copy, I think it was, of the agreement. And I said
5 Your Honor, if you look at these -- if you look at our
6 agreement and you read, it's not like we're just talking about
7 his point of view and we're looking at it up here, trying to
8 visualize it. And then I'm saying what I have to say, and we
9 have to then visualize those two things budding and which has
10 more merit. And he found the defendant or the respondent to
11 be credible and me to be unbelievable.

12 THE COURT: That's the key right there. Because one
13 thing that you might or might not understand is --

14 MR. BELLE: Yes.

15 THE COURT: -- that I can't retry the case. And it kind
16 of almost appears that that's what you're trying to do is talk
17 about the factual disputes that took place. But I can't
18 reverse it --

19 MR. BELLE: Yes.

20 THE COURT: -- unless there's an error of law of some
21 sort.

22 MR. BELLE: I understand.

23 THE COURT: And on that note, let me look at this return
24 real quickly and let me think about it, and I'll hear from the
25 respondent.

1 MR. BELLE: Yes, sir. Could I say one thing?

2 THE COURT: Yes, you can.

3 MR. BELLE: Just because I do understand that. And I do
4 understand that the magistrate did not look at the proposal,
5 made a decision based on information that -- maybe I don't
6 articulate as well as maybe Mr. Leach does or others. I don't
7 know how he made his decision, but he didn't read the
8 proposal. And I found that amazing. He had it in his hand,
9 he went like this, and he went like this. But he didn't read
10 the proposal.

11 THE COURT: All right.

12 MR. BELLE: And I'm basing my appeal on the very fact
13 that, Your Honor, if there is exact -- if there is the most
14 serious of information and evidence that's available to help
15 make a good, solid decision legally, then well, I presented
16 that, it didn't get looked at.

17 THE COURT: Okay. Well, let me look at the return here
18 briefly.

19 MR. BELLE: Yes, sir. Thank you.

20 (Pause.)

21 THE COURT: Yes, sir. I would be glad to hear from you.

22 MR. LEACH: Your Honor, really all I can say is that the
23 basis for his appeal, he's claiming is that the judge didn't
24 read his document. He saw him thumb through it right here, in
25 court. So I would just ask him this. Were you in the judge's

1 chambers five minutes before you saw him on the bench?

2 THE COURT: Of course you can't --

3 MR. LEACH: And the answer is --

4 THE COURT: You need to direct your comments to me. Go
5 ahead, yes.

6 MR. LEACH: So was he in the judge's chambers five
7 minutes before the judge was on the bench, and the answer to
8 that is no. So he doesn't know whether the judge read it or
9 not.

10 THE COURT: Right.

11 MR. LEACH: And I would say that the judge is quite
12 competent and that he did read it and he made his judgment
13 based upon the information that we -- the facts that we
14 presented in the original case.

15 THE COURT: Right.

16 MR. LEACH: I'm old school. If you don't do the work,
17 you don't get to keep the money, period. And that's the way
18 the judge ruled, I would assume. Thank you.

19 THE COURT: Anything further?

20 MR. BELLE: From me?

21 THE COURT: Yes.

22 MR. BELLE: Your Honor, I handed the judge the proposal.
23 I walked up to him and handed it to him that day.

24 Here's the thing. I'm about as old school as they get as
25 well. And that is I've been working since I was 10 years old,

1 10, 12 years old. I mean, I know how to work. I know what it
2 takes to work. We founded our business on doing quality work
3 at an affordable price at the very high end to the local
4 community level to try to help and give and to really do the
5 best we possibly can. And we educate ourselves beyond what
6 most people are ever aware of in the business to deliver that
7 kind of quality.

8 Your Honor, the work was done -- when you total up the
9 amount of work that are highlighted to the original proposal
10 that I gave him that was highlighted, I wanted him to get the
11 original because it had highlights showing work that has
12 actually been done, completed, or under way and what the
13 amounts are that appropriately apply to those breakouts. And
14 when you add those up, 14,000 dollars. Paid to date, 14,000
15 dollars, plus or minus, like, 100 bucks and some change.

16 So work completed to work paid to date, we would like to
17 keep it that way, even. Pretty much it's all evened out. At
18 the time that work was -- a draw was due, further work was --
19 in fact, further work was being even added that very day; that
20 he wanted to now do a fence going from -- because he found he
21 could do a fence from his front yard forward. Instead of
22 stopping at a particular front edge of the house, he could now
23 move with a shorter fence. So I'm moving stone and getting
24 ready to tackle another short -- he's now adding something
25 else.

1 So here I am, catering to and doing the best I can. And
2 old school, what that is to me is really connecting with your
3 client in a way that you really help them understand don't do
4 something that's going to cause you more money down the road
5 or any of those kind of things; let's nip it in the bud now,
6 if you want to. But these are the kinds of things to --
7 loopholes to look for, things to look for, to be concerned
8 about now. A, do them. B, don't do them. But C, at least be
9 aware of them. And I did that every step of the way.

10 Took meticulous pictures. I know the pictures that are
11 in black and white don't do justice -- no pun -- to his
12 project. But he has a nice looking backyard. It was done
13 very meticulously, it was done very well for drainage. I'm an
14 expert on drainage. The whole idea was to make sure that
15 waterflow from such a sever slope would be maintained and
16 handled appropriately. Did all that for them to the point
17 where he kept adding work.

18 Now, remember, we had daily meetings. Every day, I would
19 come on site. He would come bopping out. We would discuss
20 the nature of the day, the things that he's thinking of. In
21 the course of the project, the next thing I know, he's
22 ordering big stone. He wants to put stone embellishments
23 somewhere along. All these things are happening, Your Honor.
24 We followed his direction. We did exactly what he wanted to.

25 And concerning the agreement that we had, I handed the

1 document to the magistrate that day. Although there was an
2 explanation about why in my answer, and there were some
3 attachments there. But I attached -- I gave him the actual
4 revised highlighted proposal, so there would be as concise as
5 possible to try to take it all and make it concise and easy
6 for him to understand.

7 And it didn't seem, Your Honor, that that was looked at
8 or acknowledged. And somehow for me to be found unbelievable
9 for a job site that was done meticulously, exactly the way he
10 wanted it, there was not one complaint made throughout the
11 whole duration of this project until a payment was due and I
12 requested the payment due, and/or that the holes were bored at
13 a line his neighbor disputed and then he asked me to move
14 them. And I mentioned we can do whatever you want, but we've
15 already done it. If you want us to redo it, I can redo it.

16 So it was a simple -- we're not trying to get anything
17 for nothing. We're not trying to do anything for nothing. We
18 earn. We do the old fashioned way. We do make our money the
19 old fashioned way, like -- we earn it.

20 THE COURT: Well, set me --

21 MR. BELLE: Sure.

22 THE COURT: -- point out once again. I hadn't read the
23 return until after you had given your presentation. And it
24 kind of appeared to me as if you were wanting to relitigate
25 the factual issues in the case. And actually, the magistrate

1 points that out that in your appeal, there's really no error
2 of law.

3 An example of an error of law would be that -- and I
4 assume this was a bench trial, wasn't it?

5 MR. BELLE: Yes.

6 THE COURT: It was a bench trial. A good example of a
7 legal error would be that if it were a jury trial, the judge
8 didn't charge from the law on contracts or charged it wrong,
9 they let in hearsay testimony that adversely affected one side
10 or the other. Those are legal issues, some procedural error
11 that took place, some error of law. But all of the things
12 that you brought up to me are factual matters.

13 I wish I could help you. And it might very well be that
14 if I were to have heard the entire case, the result might have
15 been different. But see, the law doesn't allow me to do that.
16 Do you understand what I'm saying?

17 MR. BELLE: I do. And Your Honor, can I say one thing?

18 THE COURT: Yes.

19 MR. BELLE: And I understand that. That's why at the
20 bench trial, one couldn't be more devastated with the fact
21 that I find for the respondent. You've got to be kidding me.

22 First of all, he owes us a draw --

23 THE COURT: Right.

24 MR. BELLE: -- for work done. We did additional work.
25 We worked for four days more. He did not take into account

1 the actual facts of the case and he didn't take into account
2 that we had a written agreement. It wasn't just hearsay or
3 verbal, but we had a written agreement that not once did he
4 ask me one question concerning any of the details on the
5 proposal.

6 THE COURT: Another point of law is that --

7 MR. BELLE: Yes, sir. Yes, sir.

8 THE COURT: -- I'm restricted to the factual findings in
9 the return. I can't listen to your version of the facts. And
10 he indicates that he heard all of the evidence and he found
11 the respondent-plaintiff to be credible and you not to be
12 credible; that's what he found.

13 But in order for an appellant to go beyond that, it would
14 have been necessary for you to produce some record of the
15 things that you were talking about, but that has not been
16 done. And unfortunately, I'm going to have to deny your
17 appeal. However, you can appeal to a higher entity if you
18 choose to do so. And you'll have --

19 MR. BELLE: Your Honor, can I -- can I just --

20 THE COURT: And you will have 30 days to do that. So
21 good luck to you. And I'm sorry for the circumstance y'all
22 find yourselves in. Thank you very much.

23 MR. LEACH: Thank you, Your Honor.

24 (End of Transcript of Record)
25

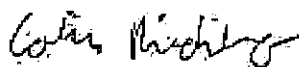
CERTIFICATE OF TRANSCRIBER

State of South Carolina)
)
County of Greenville)

I, COLIN RICHILANO, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of General Sessions for Greenville County, South Carolina, on the 1st day of March, 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

June 16, 2023



Colin Richilano, CDLT-252
Transcriber



URGENTMATTERS
bob.belle1@gmail.com
864.551.6422

Bob Belle
Greenville / Upstate
South Carolina 29687

INVOICE

Invoice Number 0130R2 - (revised)
PO Number Please Note: (Supersedes all previous quotes)
Invoice Date Wed Aug 11, 2021
Due Date Wed Aug 11, 2021
Balance Due \$12,450.00

Will Leach 864.219.1399
225 Josh Court
Greer, SC 29651
wleach313@hotmail.com

Item	Description	Unit Cost	Quantity	Line Total
Quote is for Labor only!	PRIVACY FENCE - Rear of House Cedar 5/8"x5 1/2"x6'-0" Pickets 120lf + 14lf (left side only)	\$3,500.00	1	\$3,500.00

Please Note:
Owner shall assume all responsibility and liability
for all plat measurement requirements, grade
work & other misc tasks guidelines performed
thruout.

[Weather and/or unforeseen circumstances
beyond our control may cause schedule delays]

Please Note:

All materials/supplies & required machinery/
equipment/fuel shall be furnished by owner.

* "Pricing shown" in unit cost column not
calculated with a quantity or line total are
approximate and for Owners budget purposes
only.

INCLUSIONS

- | | | |
|----|---|----------|
| 1. | Lightly grade existing soil substrate at fence runs
as prep for pier auger boring. | \$350.00 |
|----|---|----------|

* (Pricing shown includes sono, fasteners, misc)

Item	Description	Unit Cost	Quantity	Line Total
	**Owner has been advised that existing rear gutters have inadequate downspout discharge with gutter water overflow & downspout corners waterfall issue, dumping large volumes of rain water onto retaining wall construction site area. **As a result, no retaining wall base/other prep work at rear location starting point, shall be continued until these issues have been resolved due to the negative impact on the wall structural integrity. **Owner has been advised that fence erection shall not resume until "staining or finishing" decisions have been finalized as well as the height extension detail at top or bottom has been determined and final detail decisions made. **Fence post spacing and other relevant construction concerns determining erection process will not continue until these issues have been resolved due to material width restraints.			
C/O #1	ADD - Grading Steep Sloped Yard Rear of house grading, retainer wall cut-in prep (rear & side of house at stone steps from driveway), ramp to lower garden, grade extension fill, under deck grading, planting area, raised bed 2x form assembly.	\$7,800.00	1	\$7,800.00
C/O #2	ADD - Stump Removal Prep, cut & remove existing tree stump.	\$150.00	1	\$150.00
C/O #3	ADD - Retaining Wall Install new (3'-0" ht) in lieu of 2'-6" ht segmented/ block wall on properly prepared base, drainage, gravel backfill (approx 90 lf) * Please Note: Does not include stairs or other embellishments including cap.	\$3,000.00	1	\$3,000.00
C/O #4	Add - (2) 21"x 21"x 44" ht retaining wall columns at existing under house exterior door area with 36" w steps built into wall from face utilizing cap as tread & riser.	\$650.00	1	\$650.00

Item	Description	Unit Cost	Quantity	Line Total
	burdened rocky substrate, and regrading upper to lower section as required to blend. (1000 + 350)			
C/O #15	ADD - Garden detail with rock placements at HVAC side of house lower corner area.	\$250.00	1	\$250.00
C/O #16	ADD - Misc rock feature placements various locations at rear of house.	\$450.00	1	\$450.00
C/O #17	ADD - Regrade lower ramp at existing retaining wall side area as a result due to large rock placement at head.	\$200.00	1	\$200.00
C/O #18	ADD - Light grading of existing path at lower property area below garden location and spread #57 stone. (100 + 100)	\$200.00	1	\$200.00
C/O #19	ADD - Irrigation Install new digital controller in garage. Create (5) zone manifold with valves for (3) heads per. (15 Max) Basic set up with expansion capabilities to controller's max output. Install (1") Poly piping main supply lines to "funny pipe" jumpers to sprinkler heads. * Please Note: Testing & overall water pressure requirements would need to be confirmed to verify proper function as is, or assessed & discussed with owner accordingly. All other work that may become required is not included and would become additional costs above and beyond quote amount shown.	\$1,800.00	1	\$1,800.00
	Fuel reimbursement (per receipts) - machinery	\$280.00	1	\$280.00
Please Note:	Additional fuel reimbursement (per receipts) - machinery	\$300.00	1	\$300.00

Created by

 InvoiceNinja

6. We strongly recommend that final decisions and other relevant concerns be made henceforth so work scheduling and efficient progress shall be made without further delays.

Please Note:

Owner shall assume all "HOA", permitting, septic grade over work, plat & all other requirements and/or liability responsibility.

Respectfully submitted,

Bob Belle
URGENTmatters
864.551.6422

NOTICE TO PROCEED

Project has been underway as of 7.8.21 per original agreement per Owners down payment/retainer (paid) with (2) draws subsequently (paid) as shown herein. Project is ongoing with Owners change order requests added as listed above, pending terms.

I/We agree to the terms and conditions of the above shown proposal and authorize work to proceed as outlined.

x [Signature] Dated: 8-14/2021

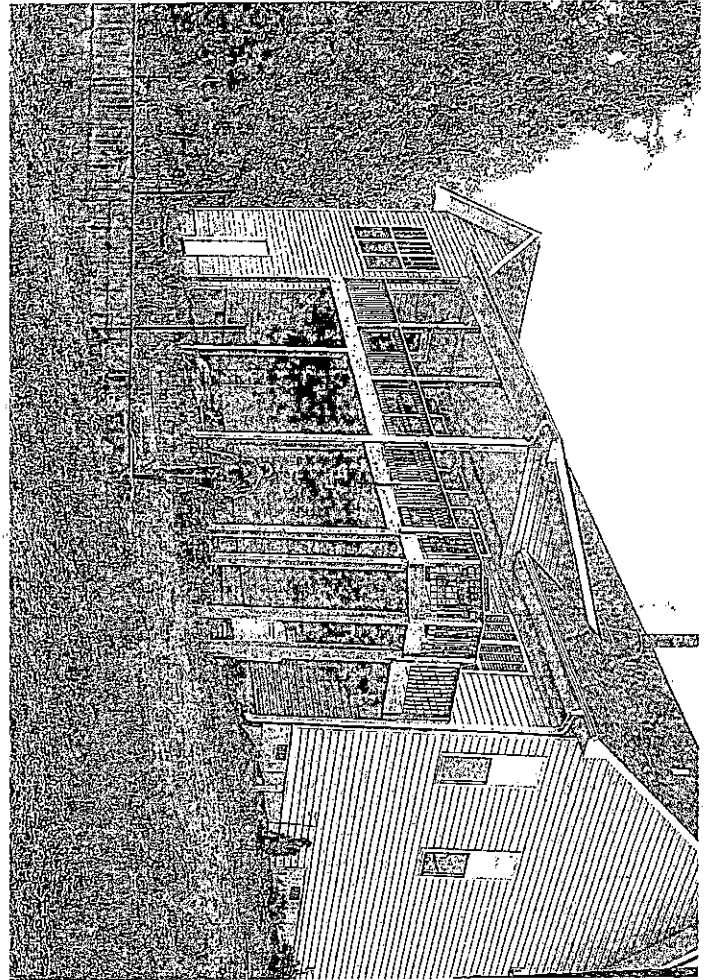
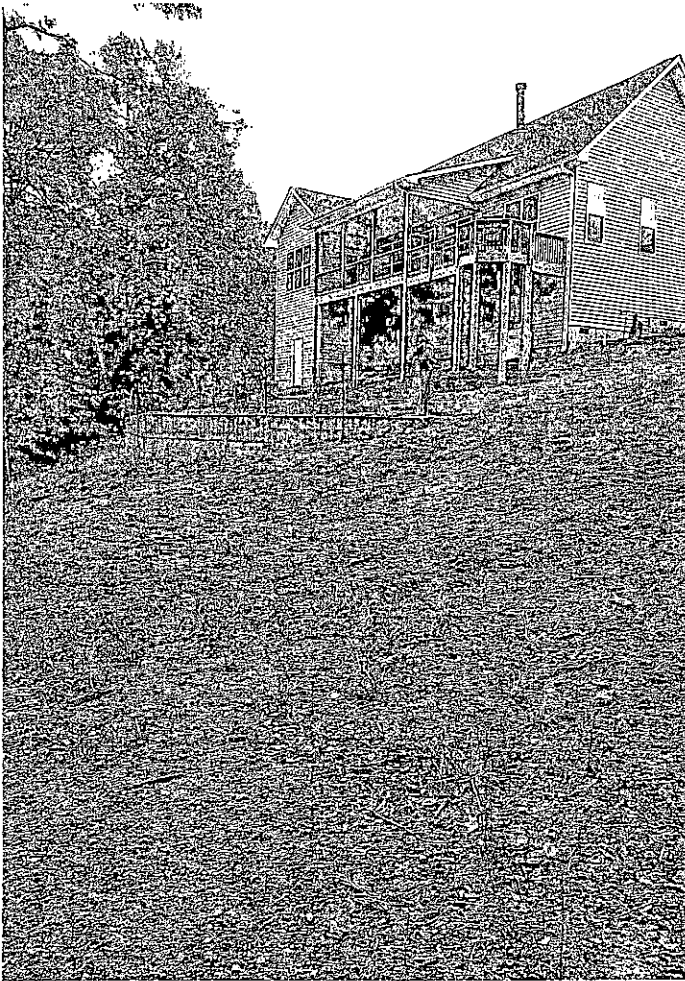
x _____ Dated: _____

Please make cash/checks payable to:
Robert Belle

Thank you Will for the opportunity to provide our services to you!

No additional cost shall be added to this agreement without homeowners consent.

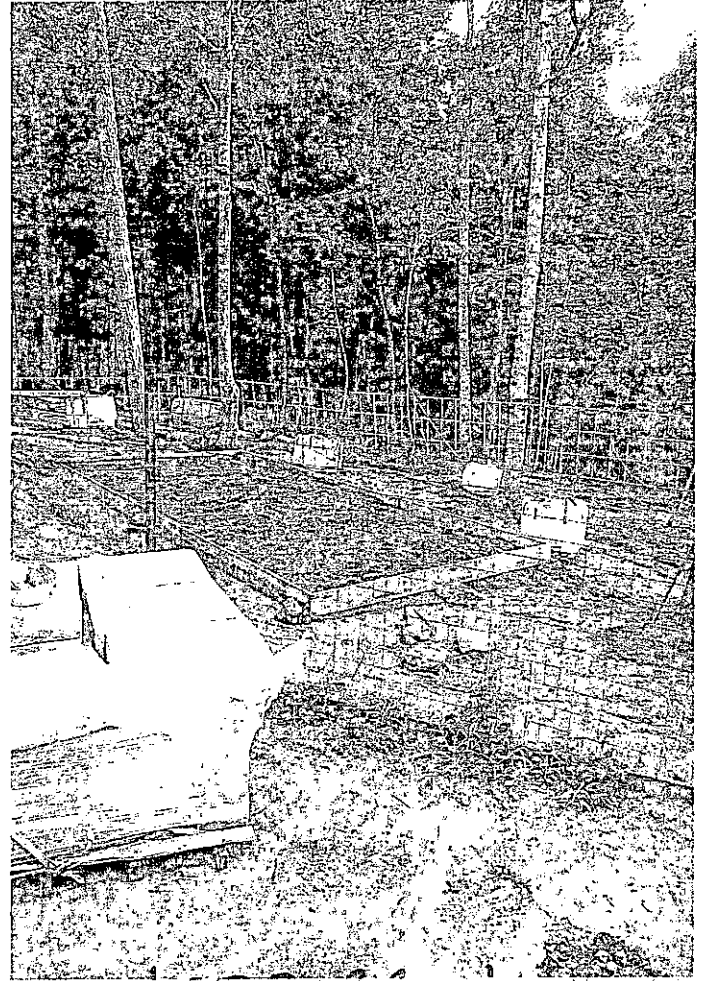
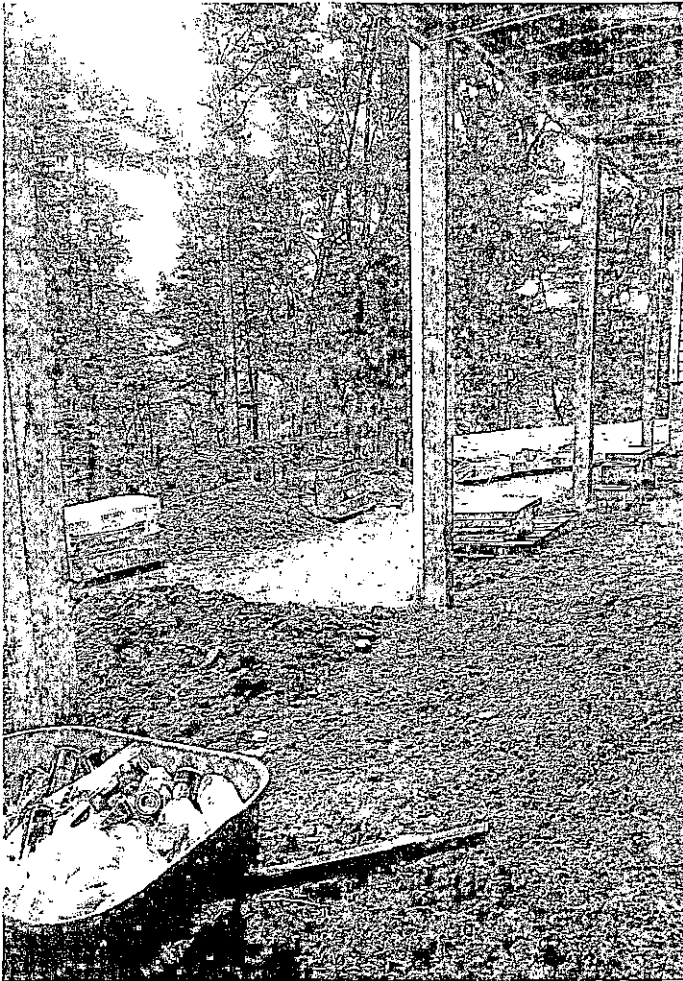
[Signature]



MAY —
 WALK-THRU
 WORK Rm +
 ST-ROOMS



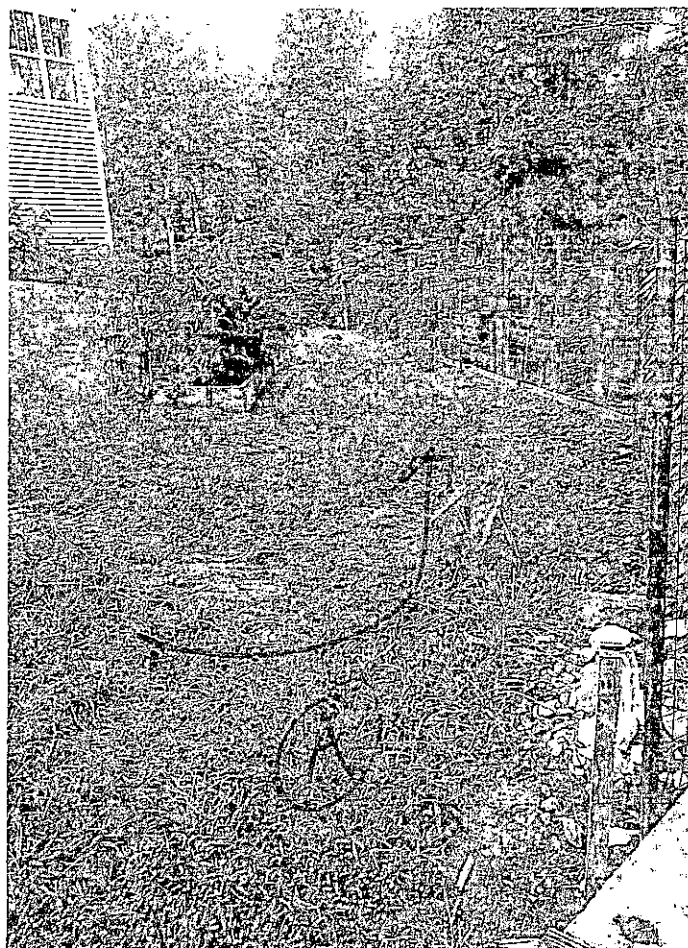
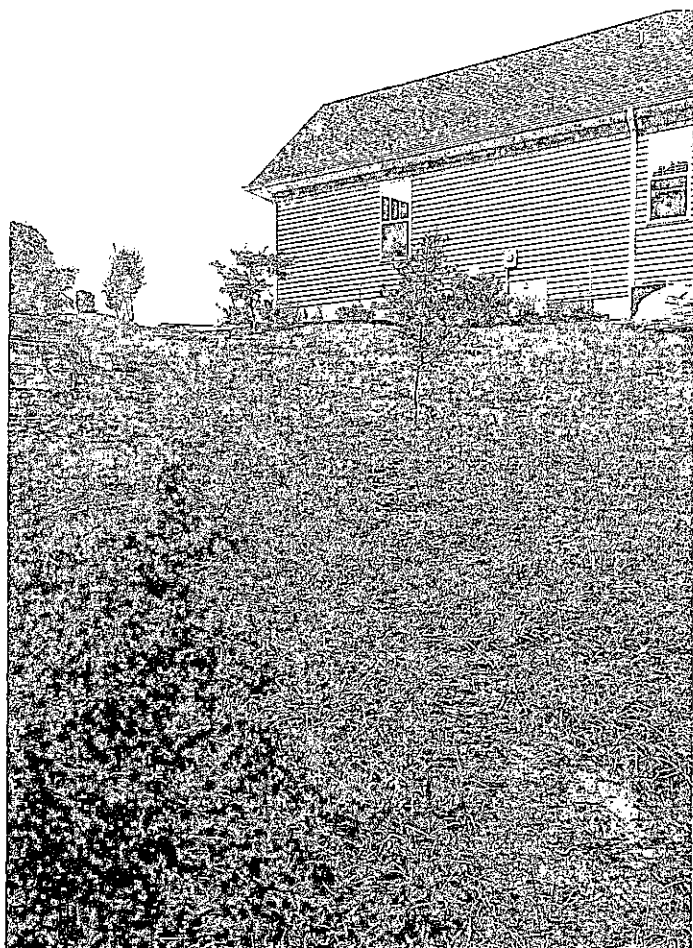
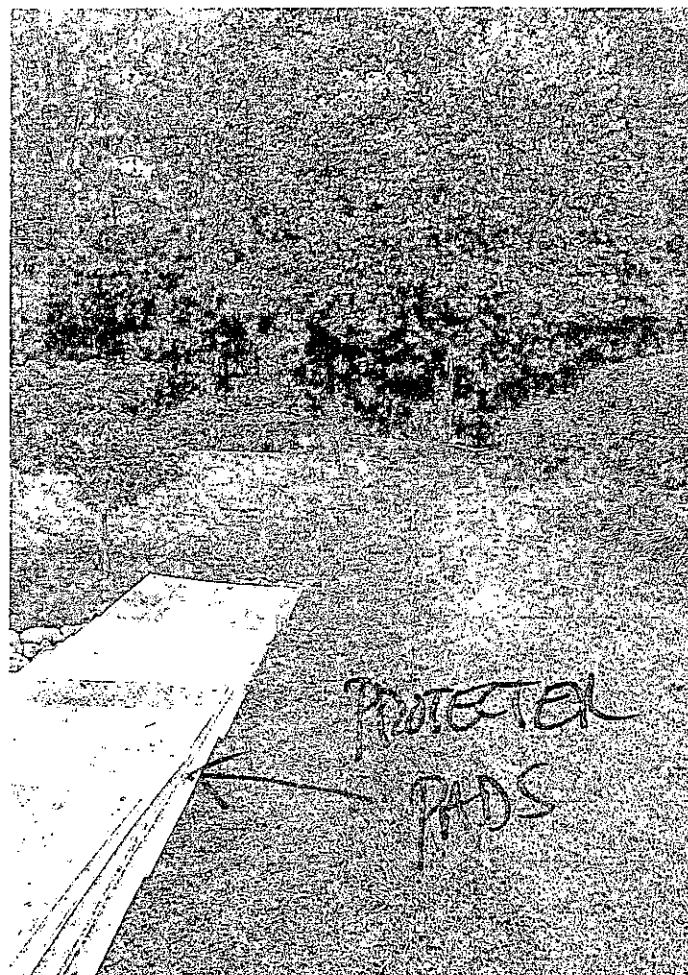


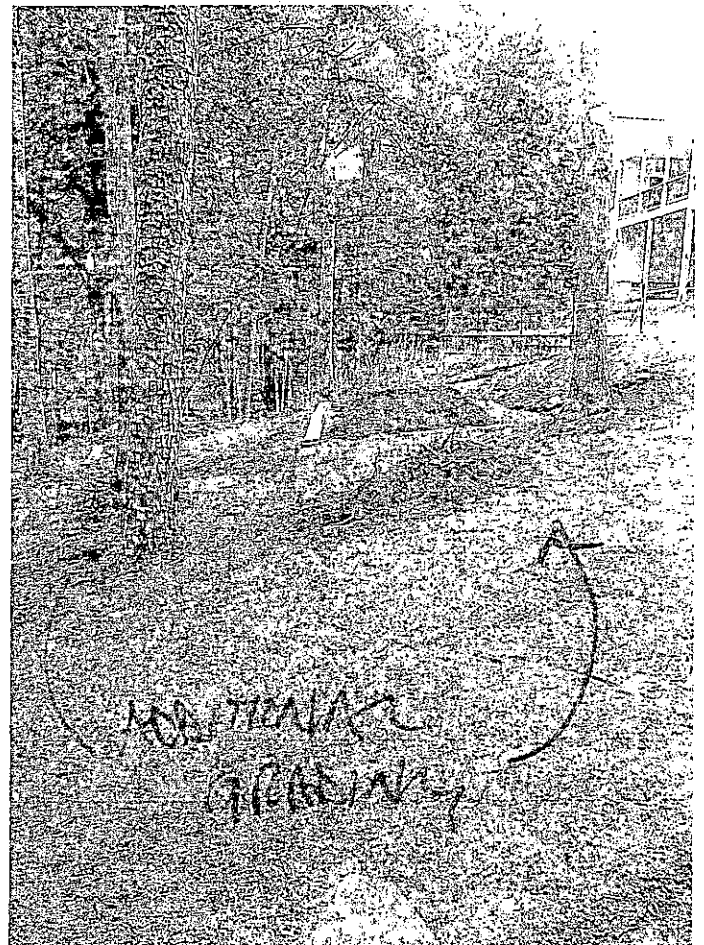
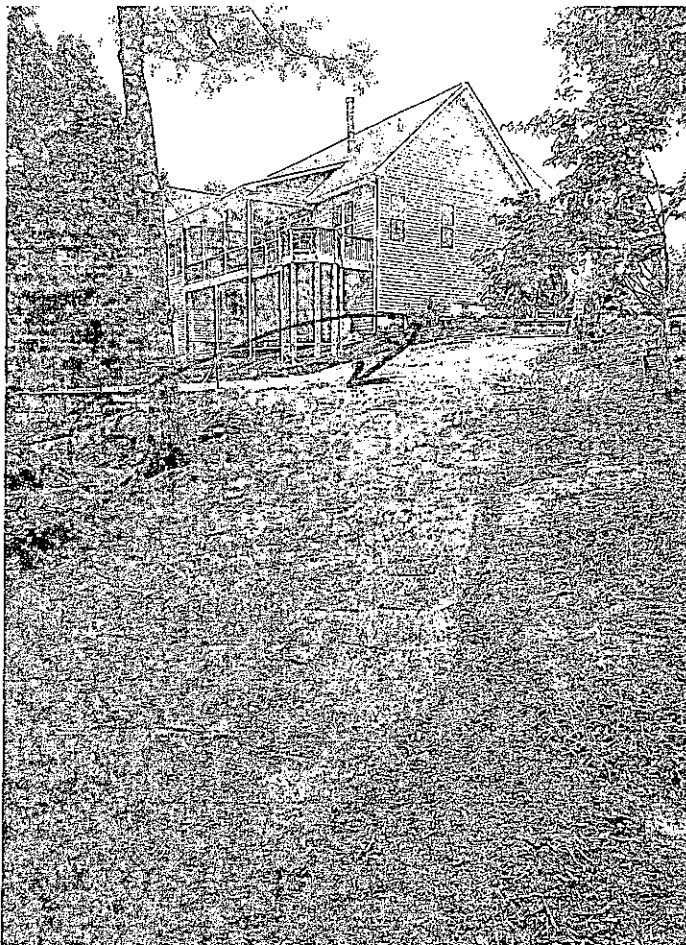
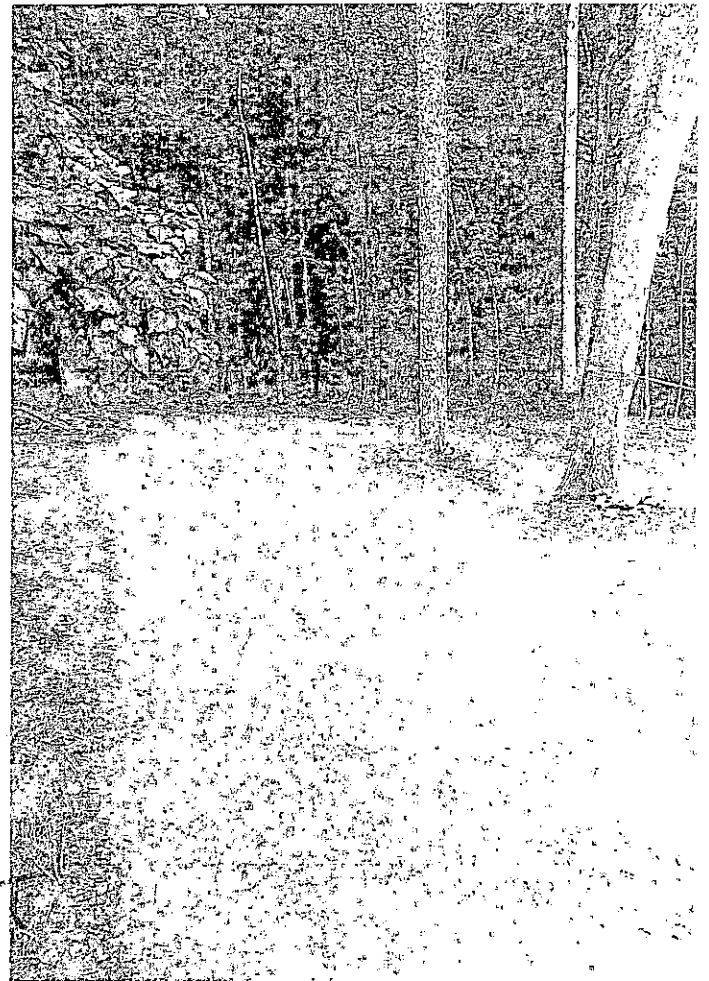
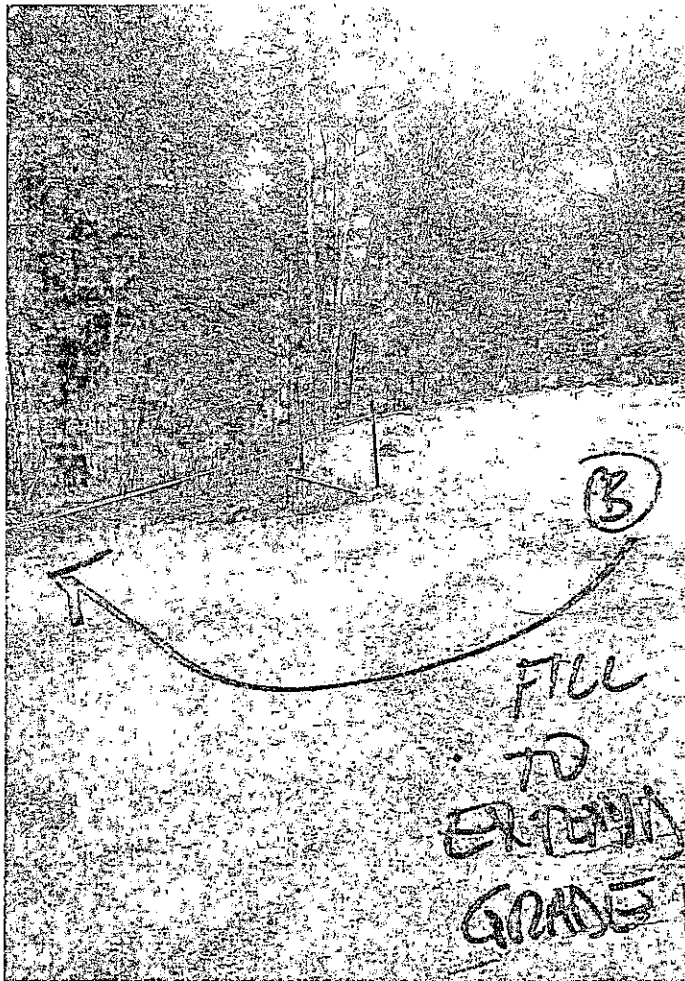


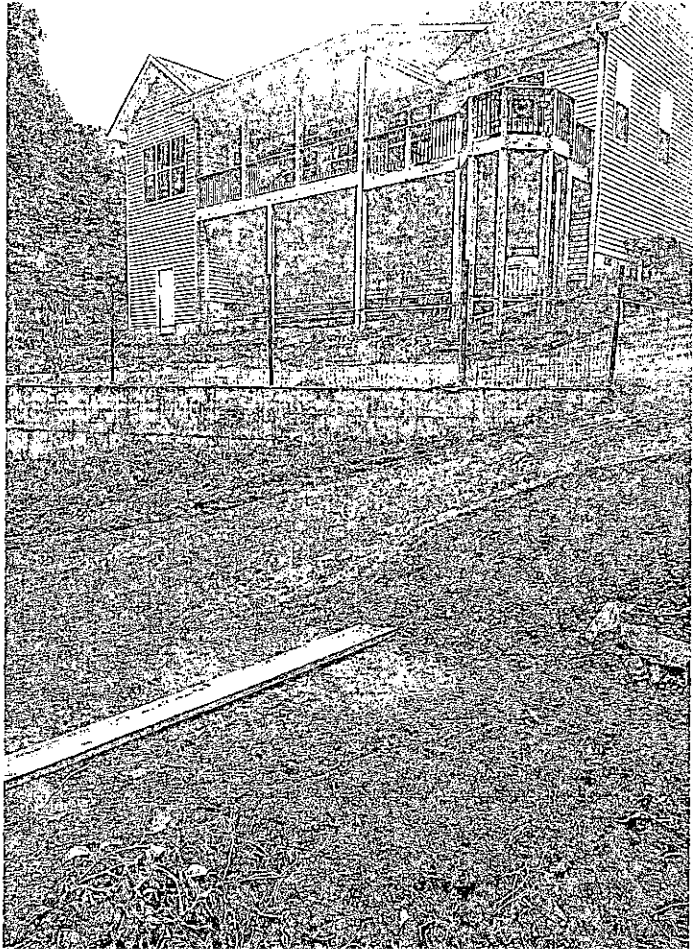
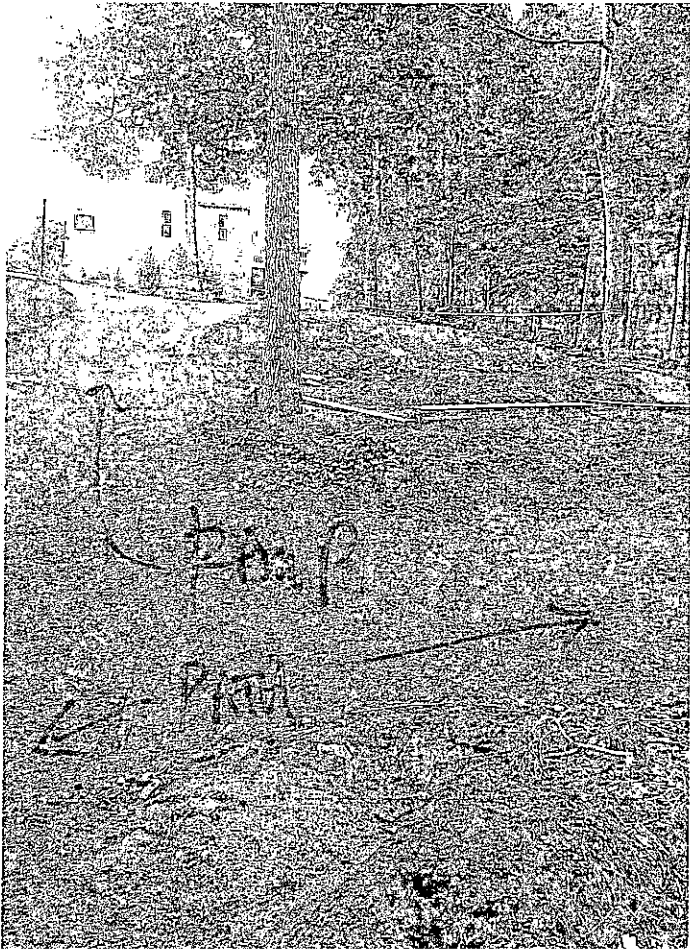
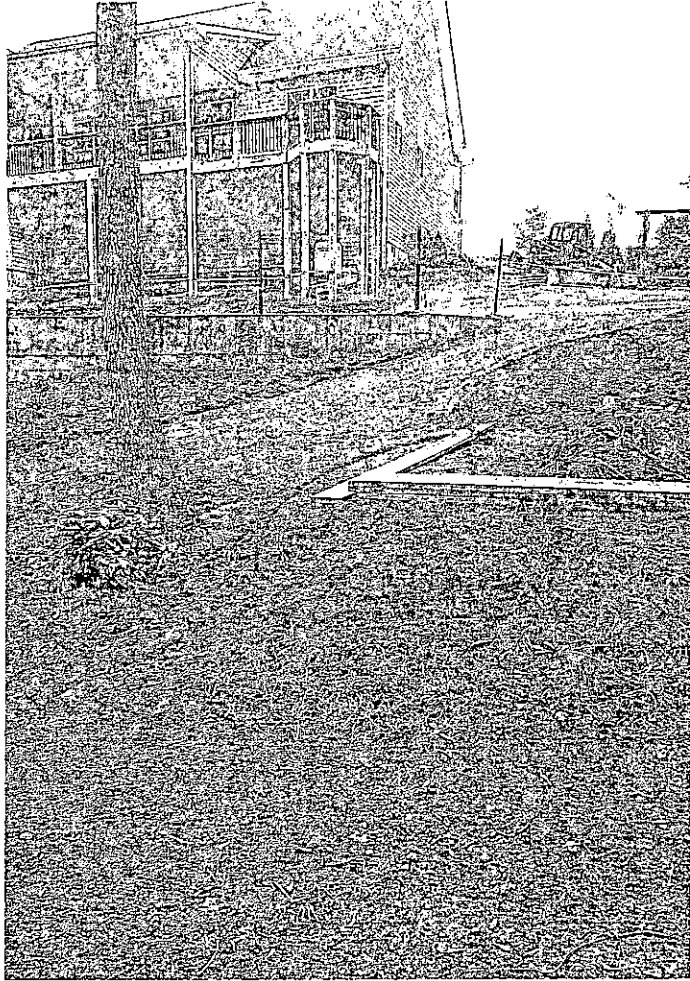
TRUCK KEPT IN WHEEL BARROW

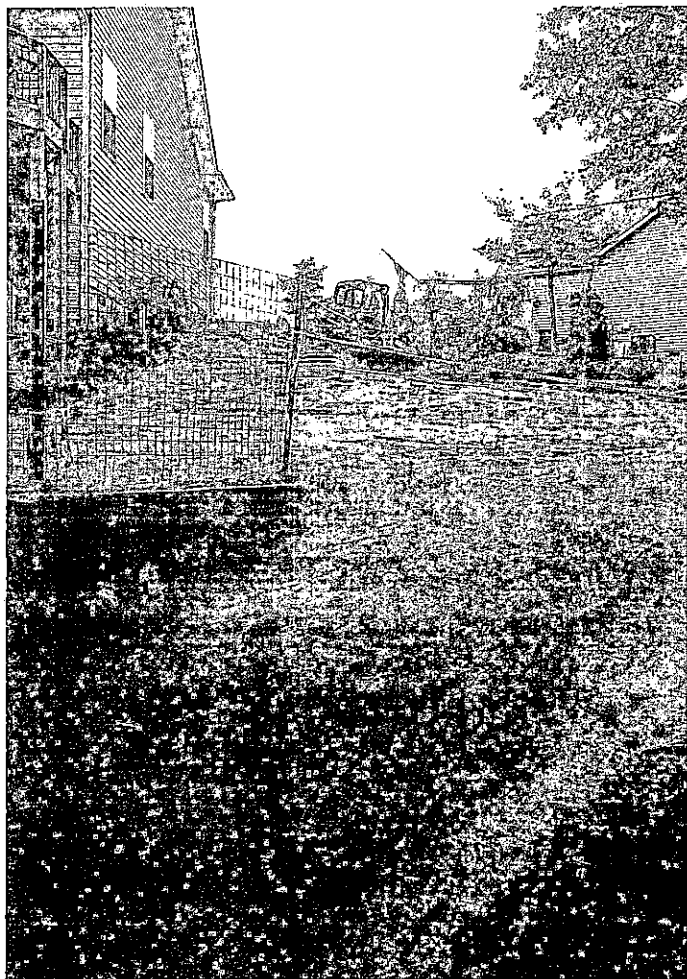


DISCARDED IN COMPACTOR AREA

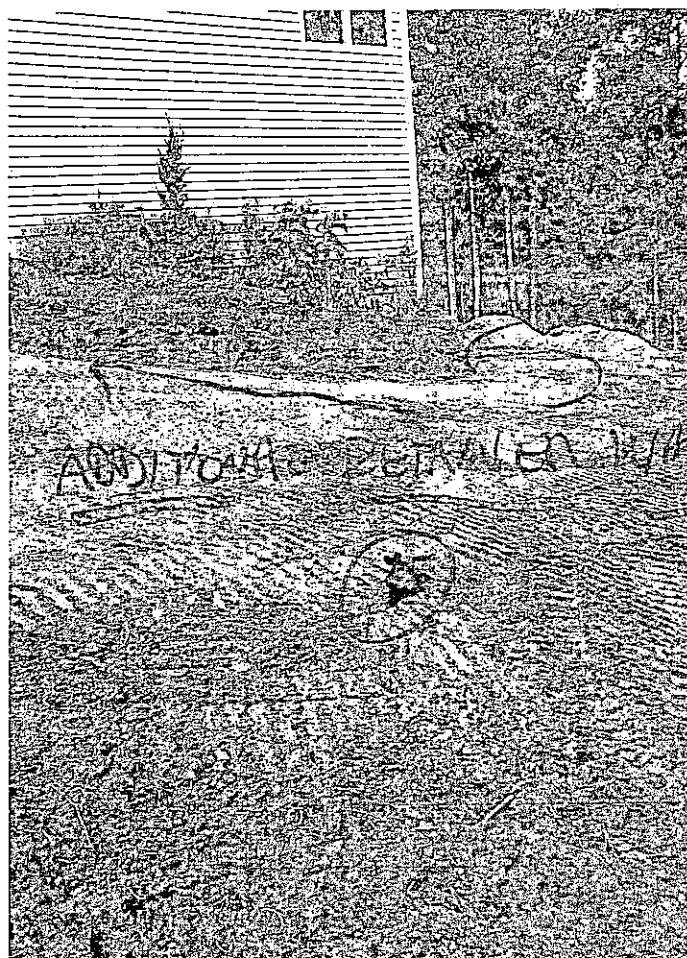
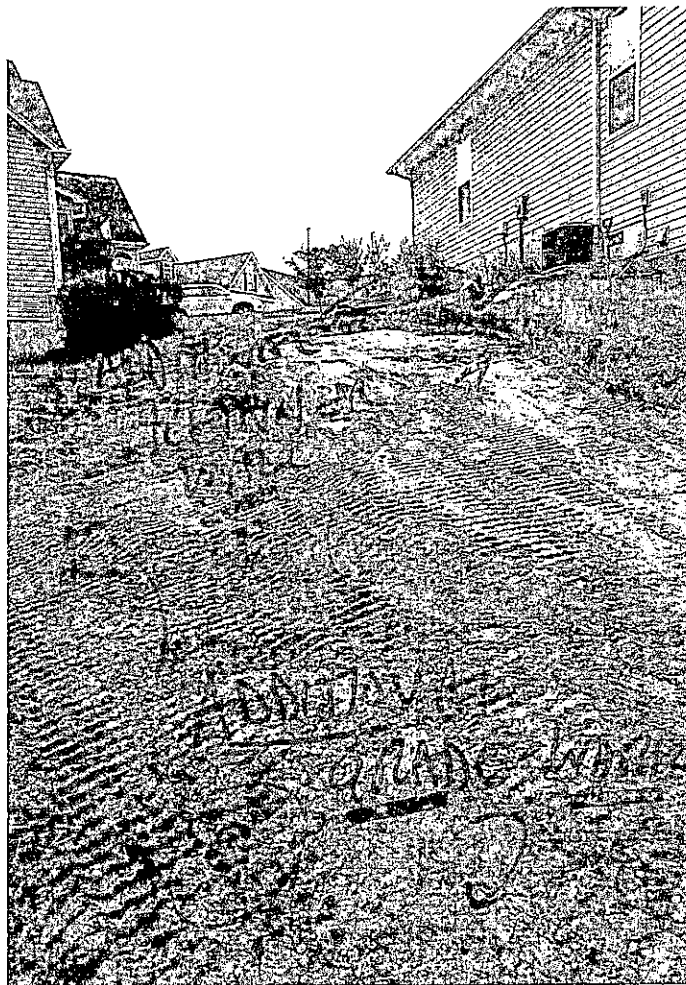


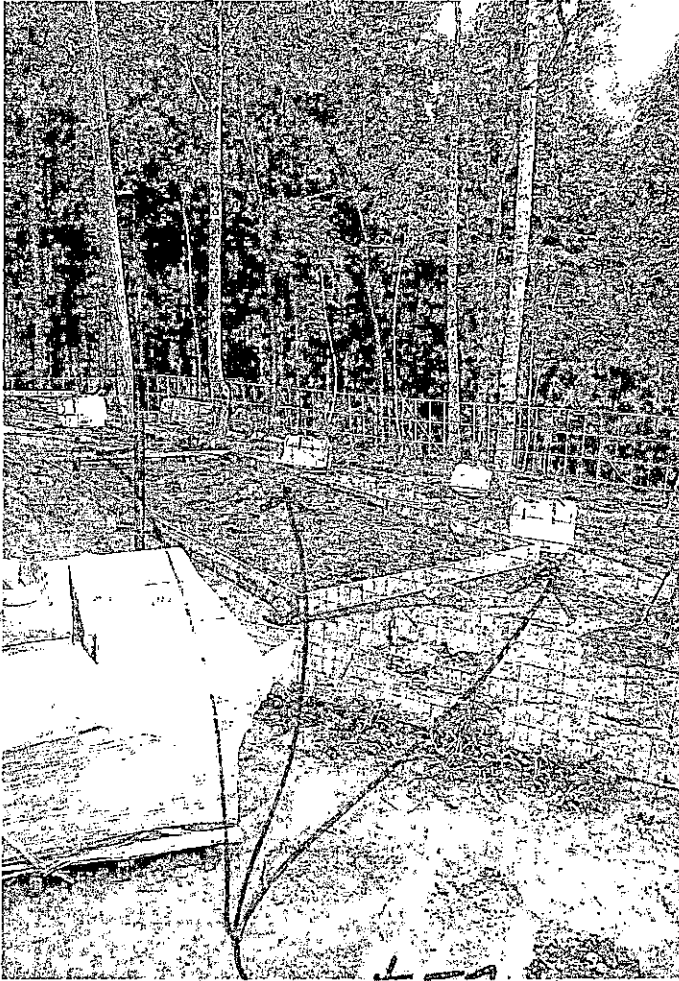




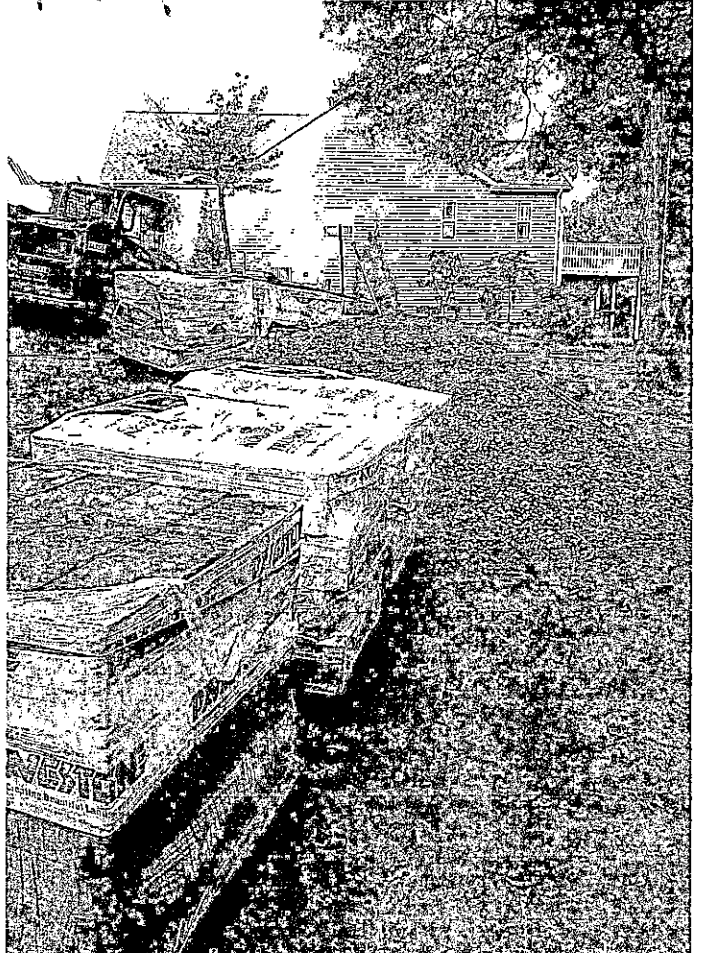


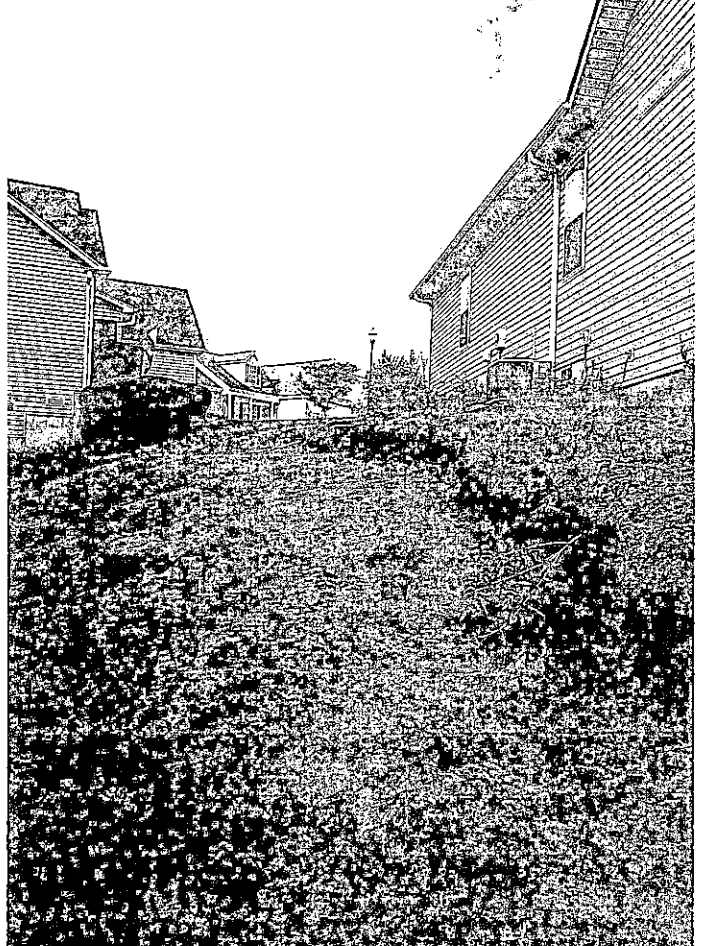
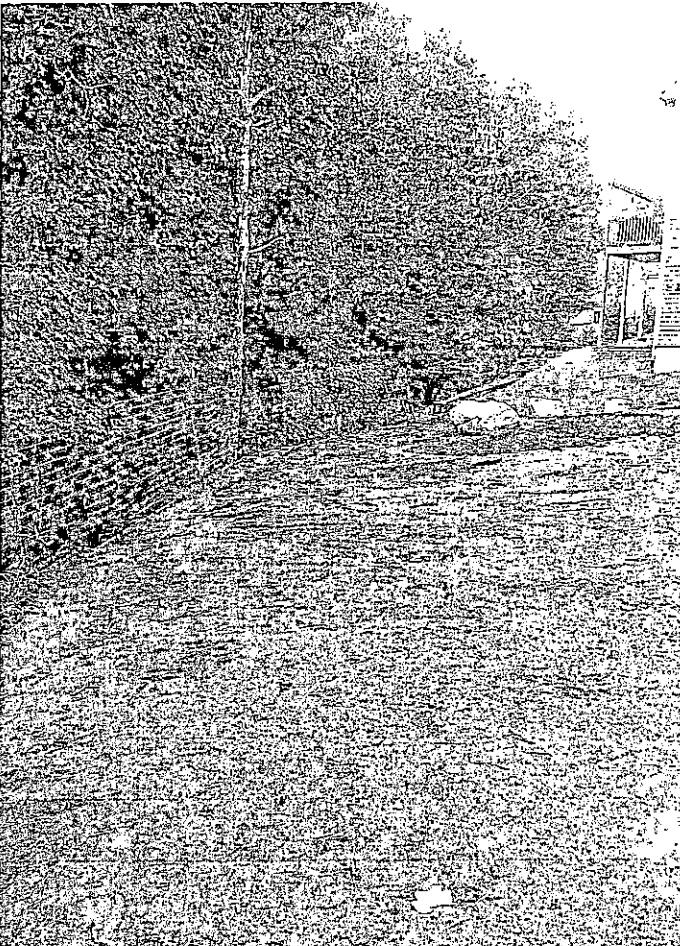


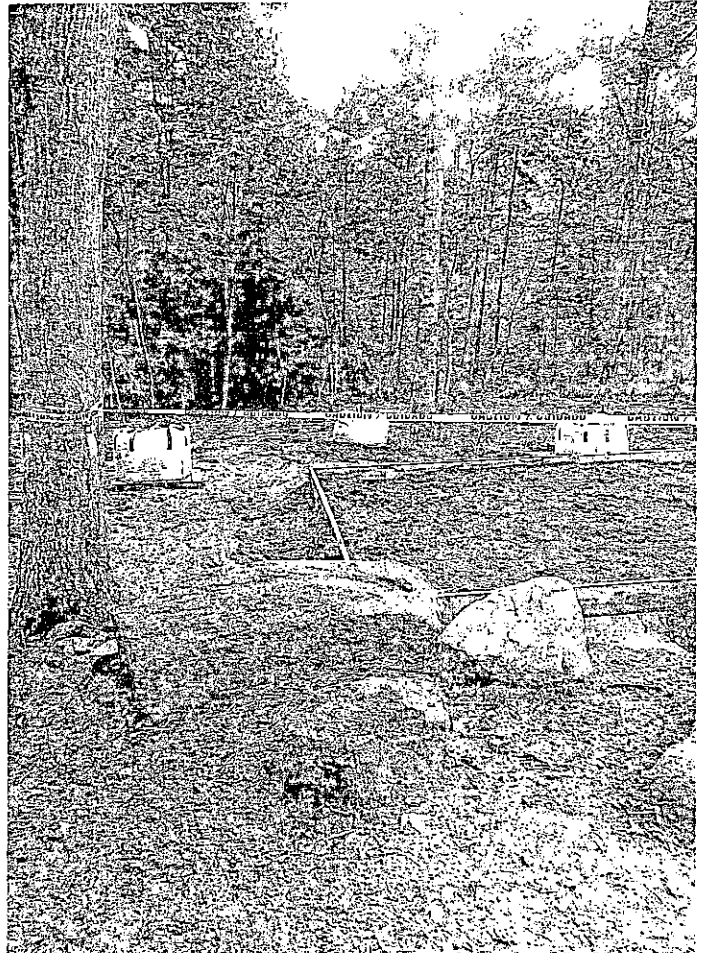
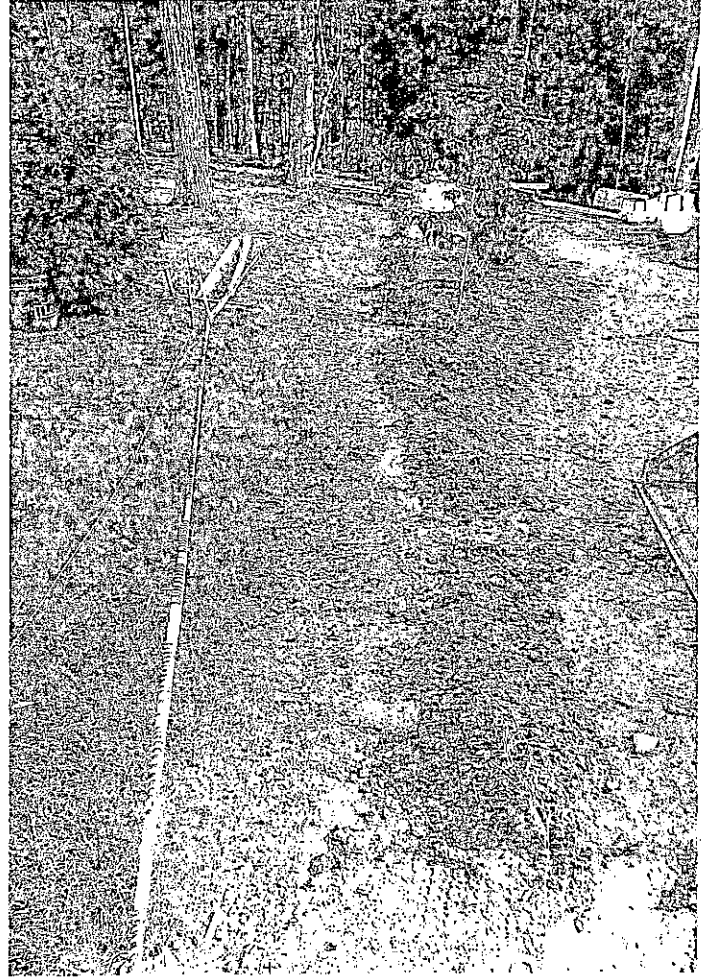


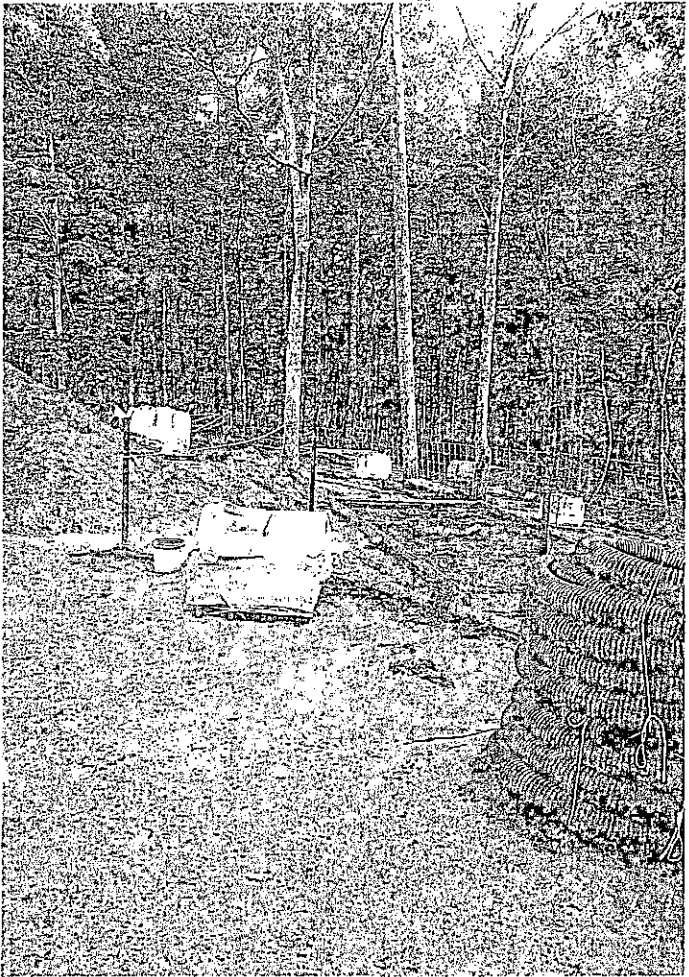


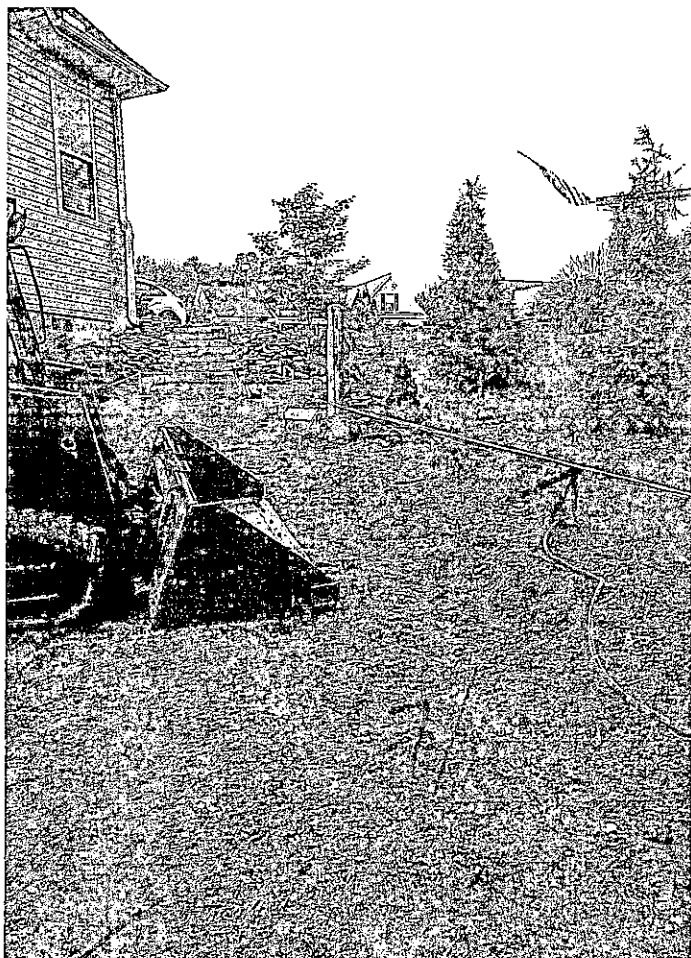
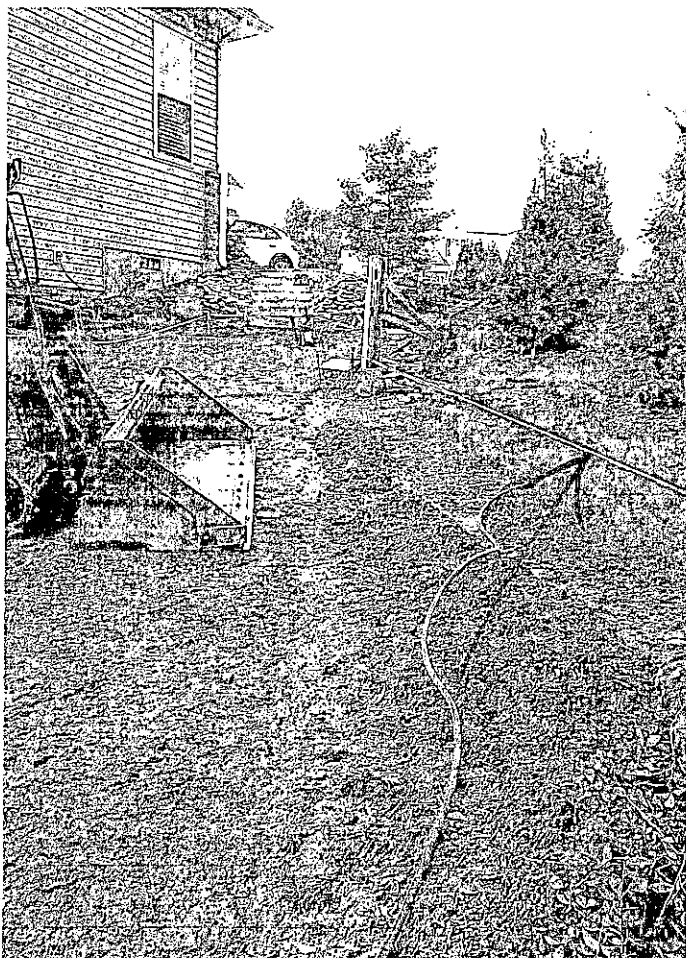
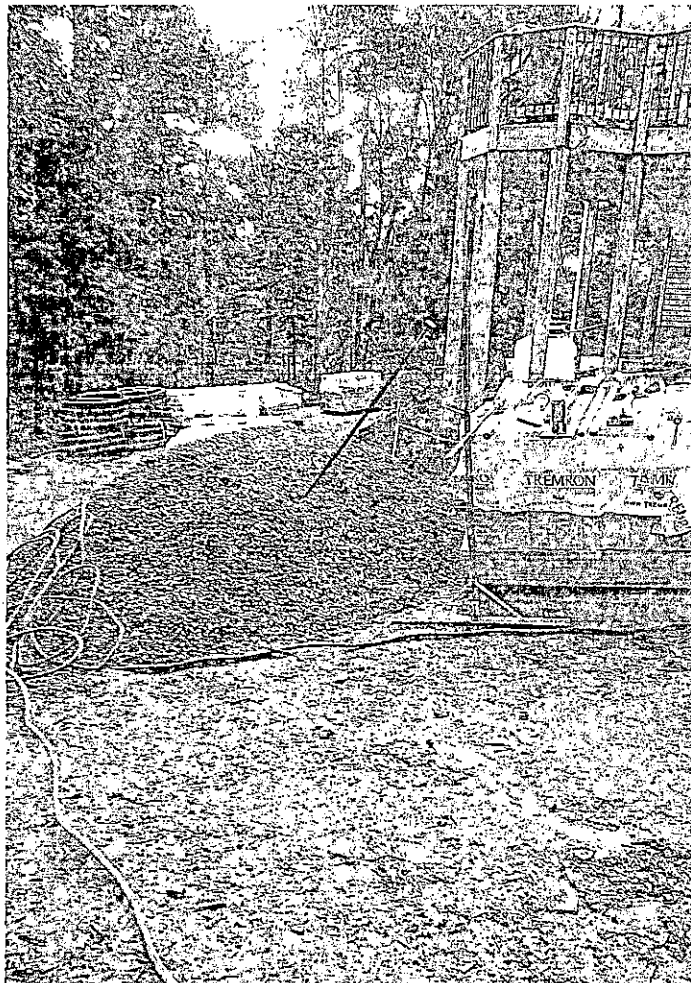
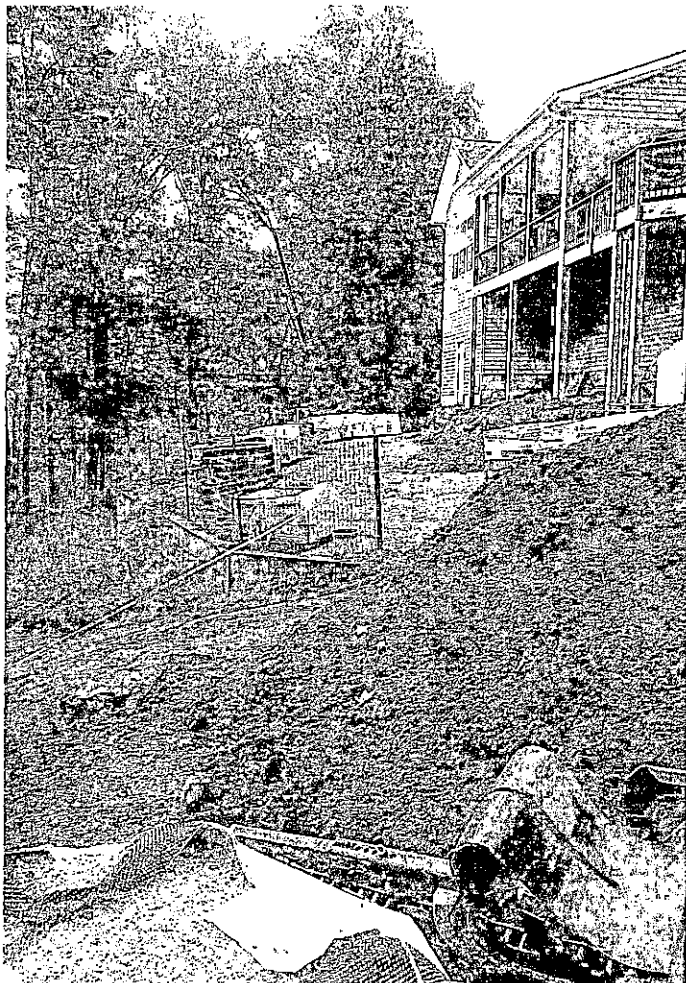
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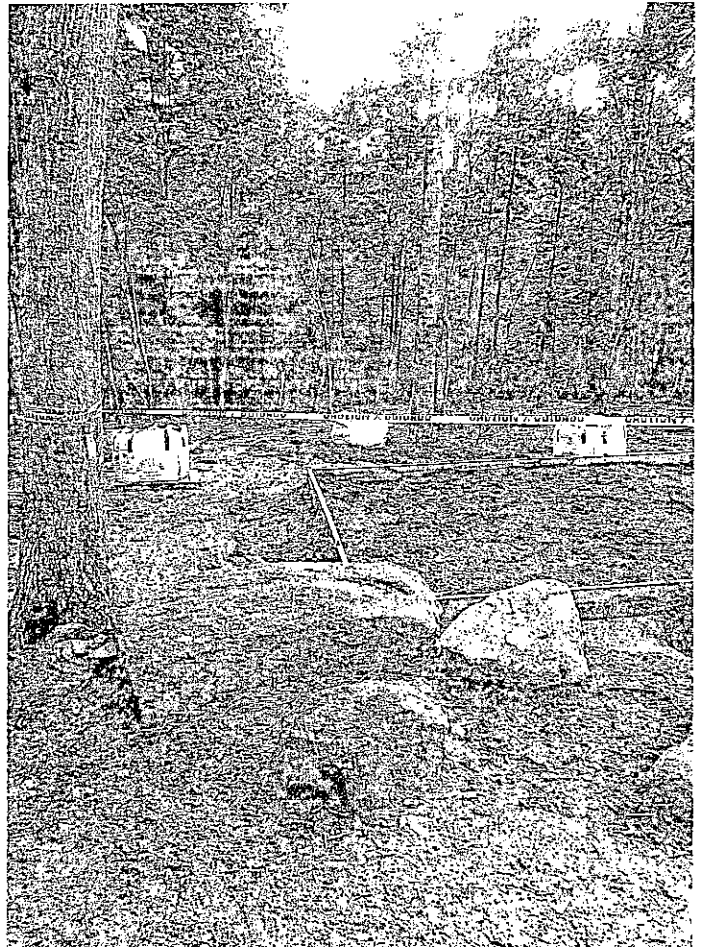
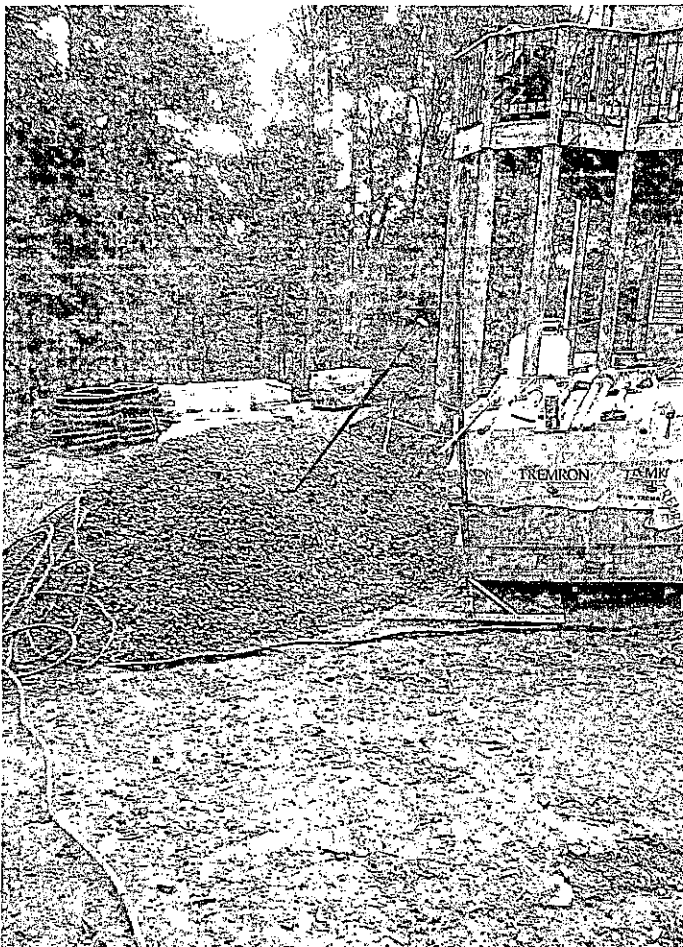


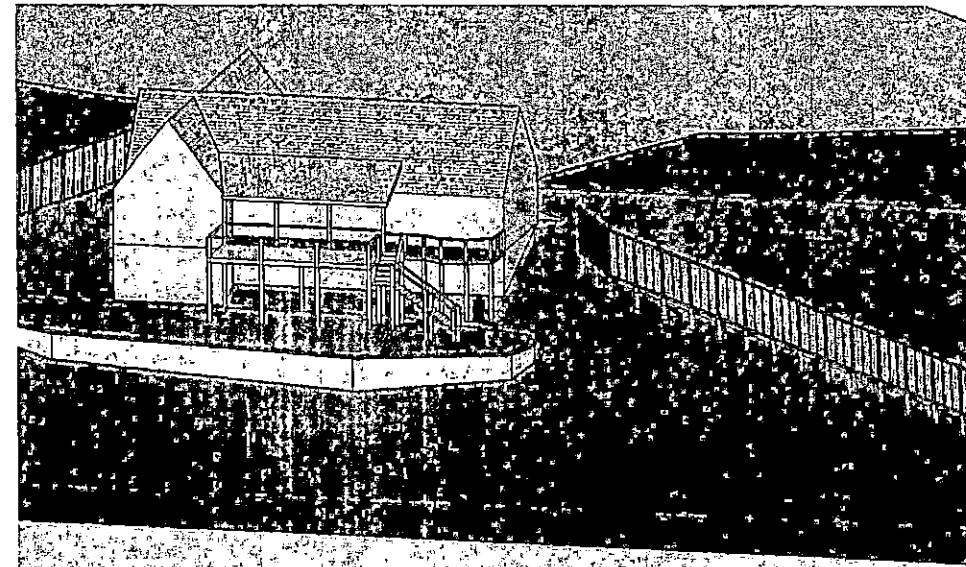
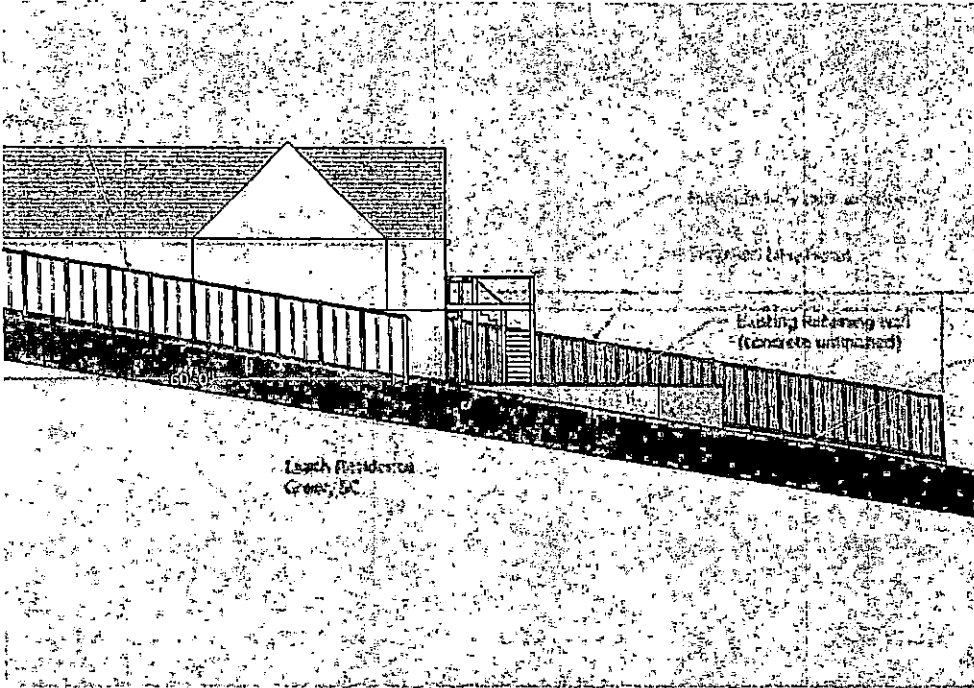




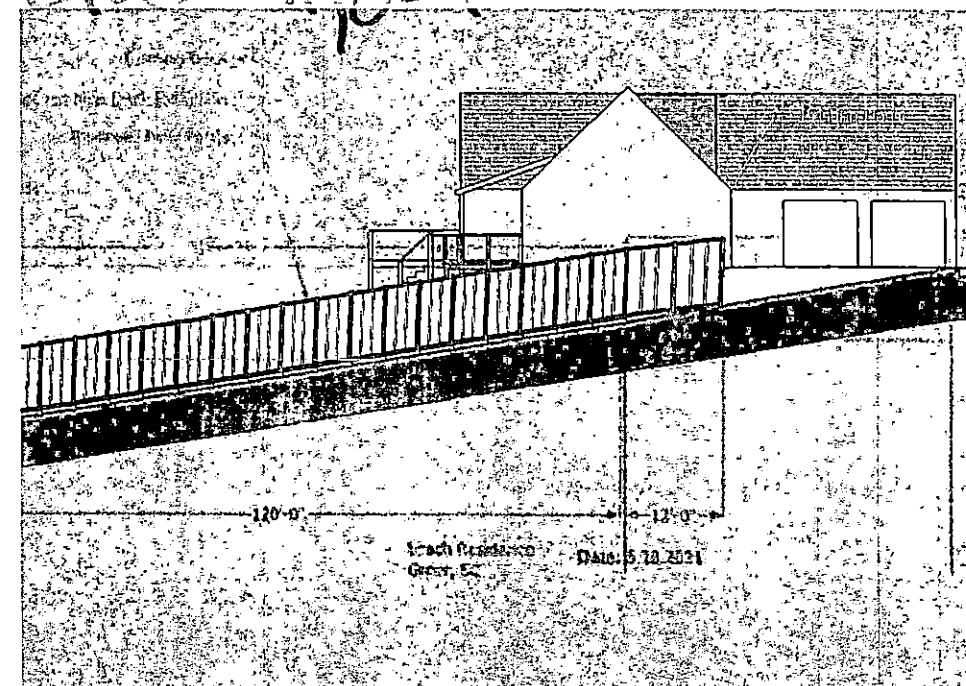
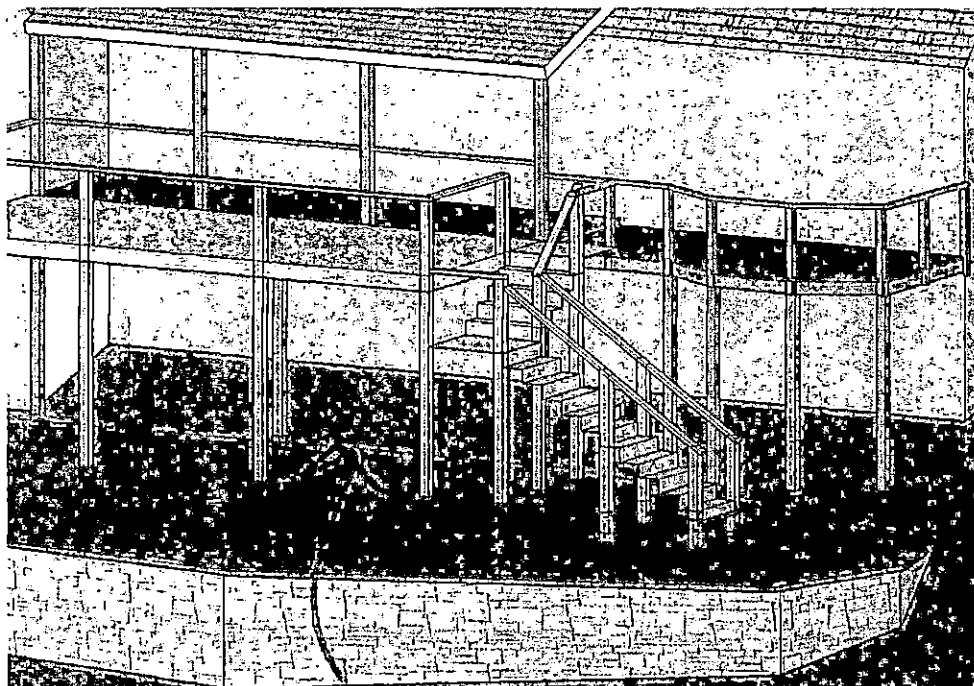




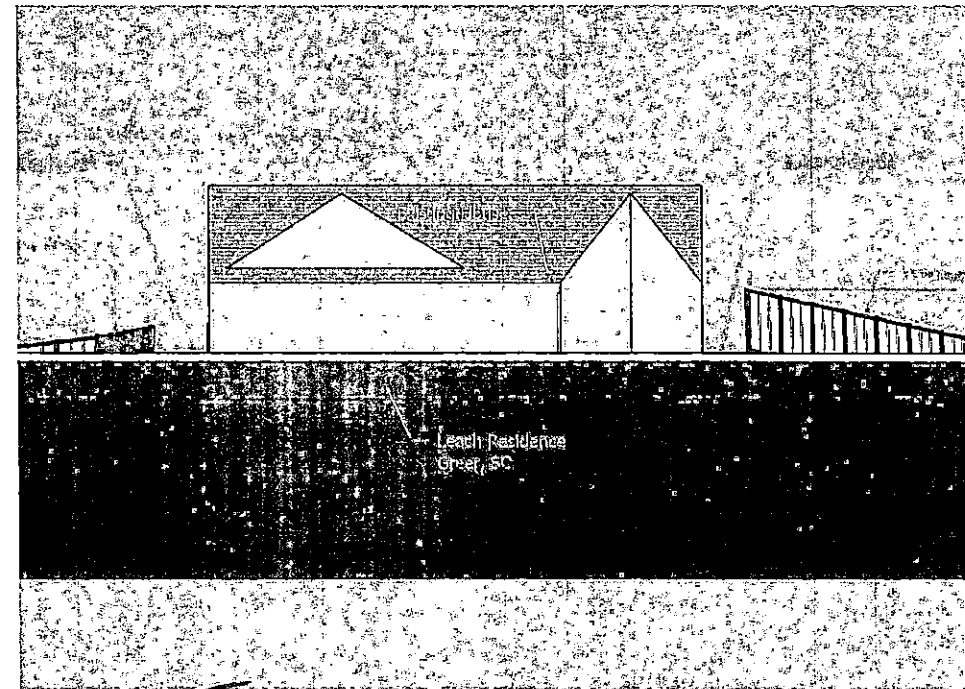
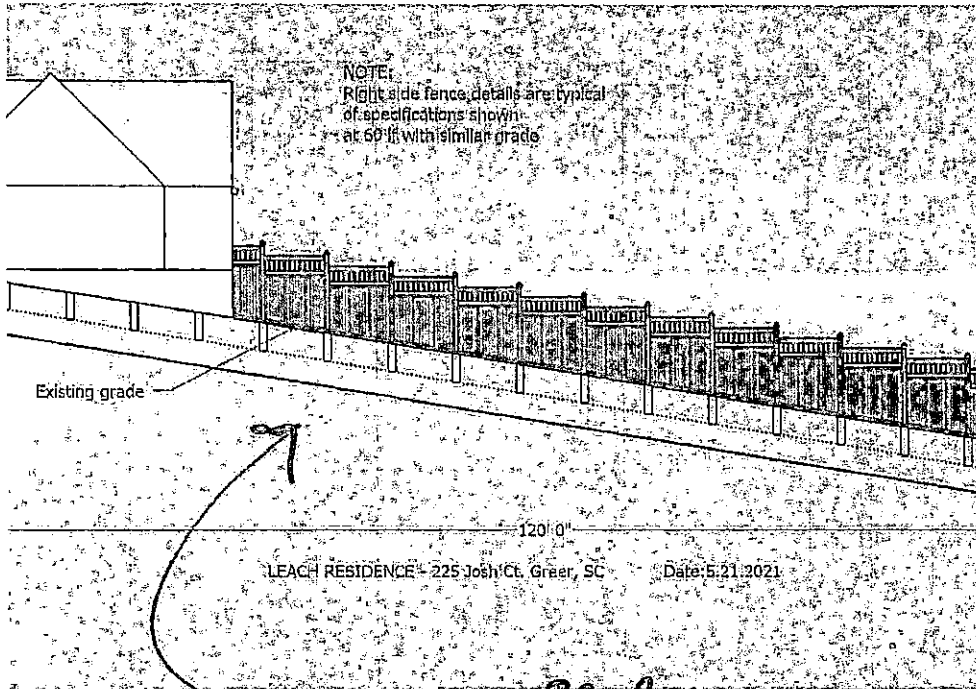




DECK LAYOUT



REQUEST DECK EXTENSION



Handwritten: 30, 105, 40 FENCE LAYOUT

Handwritten: PARKING SPACES ARE

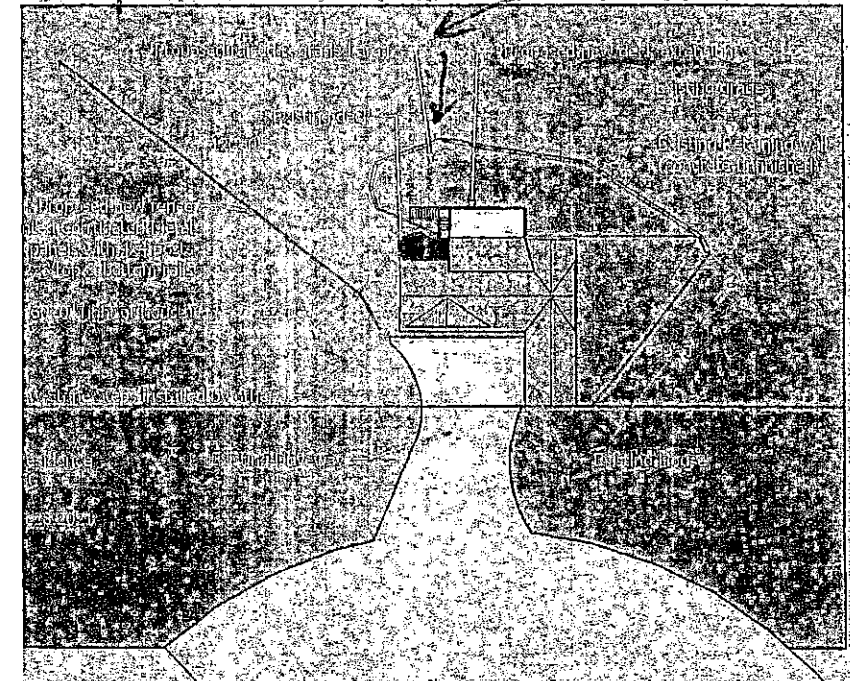
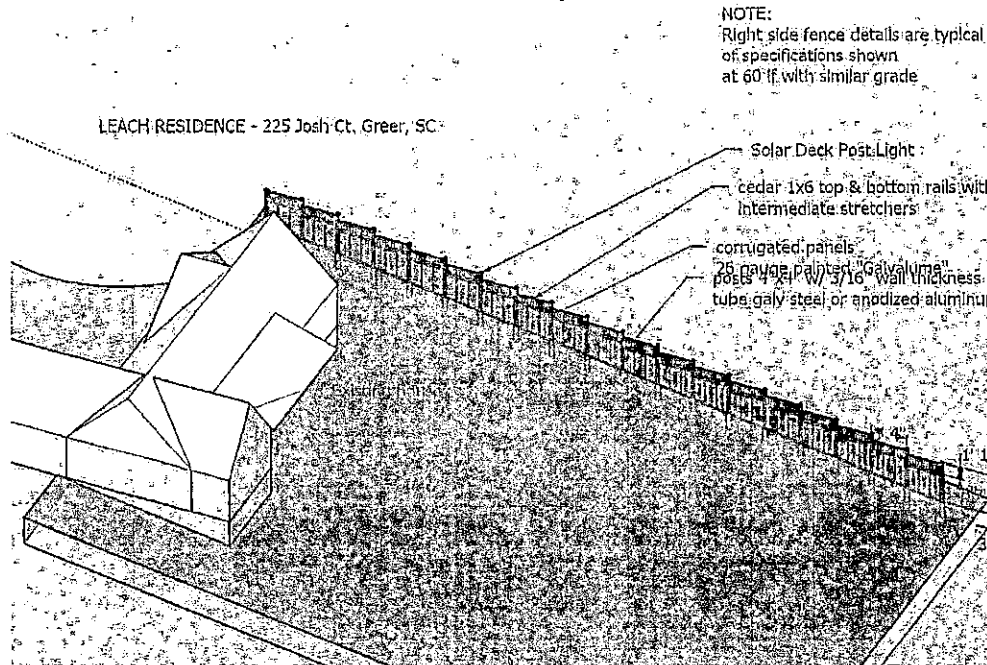


Exhibit 1

51



URGENTMATTERS
bob.belle1@gmail.com
864.551.6422

Bob Belle
Greenville / Upstate
South Carolina 29687

INVOICE

Invoice Number	0129	Will Leach 864.219.1399
PO Number	Please Note: (Supersedes all previous quotes)	225 Josh Court
Invoice Date	Fri Jul 9, 2021	Greer, SC 29651
Due Date	Fri Jul 9, 2021	wleach313@hotmail.com
Balance Due	\$8,000.00	

Item	Description	Unit Cost	Quantity	Line Total
Quote is for Labor only!	PRIVACY FENCE - Rear of House TuffRib "Galvalume" Panels 120lf + 14lf (leftside) 60lf (rightside)	\$7,500.00	1	\$7,500.00

Tentative project start/completion dates:
7.9.21 thru 7.16.21 (approx duration)

Please Note:
Owner shall assume all responsibility and liability
for all plat measurement requirements, grade
work & other misc tasks performed thruout.

[Weather and/or unforeseen circumstances
beyond our control may cause schedule delays]

Please Note:
All materials/supplies & required machinery/
equipment/fuel shall be furnished by owner.

* "Pricing shown" is approximate and for Owners
budget purposes only.

- Lightly grade existing soil substrate at fence runs
as prep for pier auger boring. \$900.00

*(Pricing shown includes sono, fasteners, misc)
- Machine auger bore approx (32) qty of 10" pier
holes to approx 36" depth and insert sono tubes
per established run. \$850.00

*(Pricing shown includes "BobCat" skidsteer

Item	Description	Unit Cost	Quantity	Line Total
	rental w/auger attachment)			
3.	Form approx 4" x 7" smooth curbs between piers as continuous run & install 1/2" rebar centered into pier. *(Pricing shown includes 3yds readymix concrete)	\$525.00		
4.	Pump fill by hose ready mix concrete at piers & curb. Finish smooth. *(Pricing shown includes pump equipment hire)	\$500.00		
5.	Backfill as required to create similar grade as existing.			
6.	Set & plumb 4"x6"x12'-0" ground contact pressure treated (PT) southern yellow pine (SYP) posts. *(Pricing shown includes "hand selected" premium grade)	\$1,650.00		
7.	Install vertical TuffRib panels along posts on continuous "Hat" trim bent metal stretchers installed on "Owners" post face. Rivet vertical overlays or with similar fastening method. *(Pricing shown includes stock color product locally fabricated)	\$3,500.00		
Quote is for Labor only!	STORMWATER CONTROL - New fence runs typical of above & existing rear retaining wall. (Basic prep & execution only. Single trench run.) Change Orders (CO) shall be required for all work not specifically listed below, per owners request, as additional costs not included herein. Please Note: All materials/supplies & required machinery/equipment/fuel shall be furnished by owner. * "Pricing shown" is approximate and for Owners	\$500.00	1	\$500.00



INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

53
Exhibit 2

INVOICE NO.	115400665-0001
ACCOUNT NO.	SC 101017
INVOICE DATE	8/20/21

PAGE 1

INVOICE TO

BELLE, ROBERT
1613 CHATELAIN WAY
MOUNT PLEASANT, SC 294643267

JOB ADDRESS

BELLE, ROBERT
225 JOSH CT
GREER, SC 29651 2101

C#: 864-551-6422 J#: 864-551-6422

RECEIVED BY BELLE, ROBERT	CONTRACT NO. 115400665
--	---

PURCHASE ORDER NO.

N/R

JOB NO.
1

BRANCH
0002 GREENVILLE PC0002
2612 S OLD HIGHWAY 14
GREER, SC 29650 4907
864-877-7330

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	24" TRACK TRENCHER WALK BEHIND 742779 Make: VERMEER Model: RTX100 Ser #: 1VR9071R1F1001917 HR OUT: 1.000 HR IN: 1.000 Billed from 7/12/21 thru 8/18/21	195.00	195.00	195.00	2105.00	195.00
1.00	1500-2100LB TRACK SKIDSTEER 843055 Make: BOBCAT Model: T550 Ser #: AJZV15464 HR OUT: 1870.000 HR IN: 1997.300 TOTAL: 127.300	410.00	410.00	1185.00	2460.00	1185.00
1.00	SKIDSTEER / MINI EX AUGER ATTACHMENT 924282 Make: BRADCO Model: X1975 Ser #: 447094 #skid	87.00	87.00	87.00	600.00	87.00
1.00	SKIDSTEER LOADER BUCKET #smoothbucket					N/C
1.00	9" AUGER BIT - SKID/EXC/BHOE	20.00	20.00	20.00	190.00	20.00
8.00	DURADECK - WHITE 4' X 8'	10.00	10.00	10.00	60.00	80.00
Rental Sub-total:						1567.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS4	EA	39.190	39.19
1	SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	38.750	38.75
1	DLPKSRCHG	EA	29.200	29.20
1	TRANSPORTATION SURCHARGE	EA		
1	ENVIRONMENTAL	EA		

CONTINUED

NET DUE UPON RECEIPT

RENTAL RETURN

SUBTOTAL	
TAX	
INVOICE TOTAL	



INVOICE
SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	115400665-0001
ACCOUNT NO.	SC 101017
INVOICE DATE	8/20/21
PAGE 2	

INVOICE TO

BELLE, ROBERT
1613 CHATELAIN WAY
MOUNT PLEASANT, SC 294643267

JOB ADDRESS

BELLE, ROBERT
225 JOSH CT
GREER, SC 29651 2101

C#: 864-551-6422 J#: 864-551-6422

RECEIVED BY BELLE, ROBERT	CONTRACT NO. 115400665
PURCHASE ORDER NO. N/R	
JOB NO. 1	
BRANCH 0002 GREENVILLE PC0002 2612 S OLD HIGHWAY 14 GREER, SC 29650 4907 864-877-7330	

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL/HAZMAT FEE	2133XXX0000		N/C
1	RF	EA		
1	RETURNED FULL			
1	RENTAL PROTECTION PLAN	EA		235.05
	DELIVERY CHARGE			125.00
	PICKUP CHARGE			125.00

PAYMENT HISTORY

DATE	TYPE	REF #	AUTH #	TRANS TYPE	AMOUNT	APPLIED
7/02/21	Pay On Return					
7/08/21	VISA	**5725	008609	CHARGED	1306.28	1306.28
7/27/21	VISA	**5725	027303	CHARGED	980.12	980.12

FINAL BILL: 7/12/21 12:00 PM THRU 8/18/21 10:24 AM. Deposit: 2286.40

2159.19

NET DUE UPON RECEIPT

RENTAL RETURN

SUBTOTAL	2159.19
TAX	127.21
INVOICE TOTAL	2286.40



SPECIAL SERVICES CUSTOMER INVOICE

Store 1126 GREER
1385 WADE HAMPTON BLVD W
GREER, SC 29650

Phone: (864) 848-6083
Salesperson: BXA0555
Reviewer: TW51OU

Page 1 of 2

NO. H1126-117722

Exhibit 4

REPRINT

Name	BELLE BOB		Phone 1	(864) 551-6422	
Address	25 E DARBY RD		Phone 2		
	Company Name				
City	TAYLORS		Job Description	Josh Ct Retain wall	
State	SC	Zip	29687	County	GREENVILLE

2021-09-08 13:21

HOME DEPOT DELIVERY #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # V10

CHECK MERCHANDISE TO BE DELIVERED:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R03	0000-257-974	30.00	EA	4X4-10FT #2 PT GC /	A	Y	\$15.27	\$458.10
R04	1001-753-869	28.00	EA	2X4-16FT #2PRIME PT GC WEATHERSHIELD /	A	Y	\$12.57	\$351.96
R05	1002-418-099	350.00	EA	19/32 X 5-1/2 X 6 CEDAR DE PKT /	A	Y	\$3.74	\$1,309.00
R06	0000-370-328	50.00	EA	50LB SAKRETE FAST-SET CONCRETE /	A	Y	\$5.38	\$269.00

MERCHANDISE TOTAL: \$2,388.06

LIVERY INFORMATION:

SCHEDULED DELIVERY DATE: 07/31/2021

SCHEDULED DELIVERY TIME: 6AM-8PM

V10	0000-515-663	1.00	Outside Delivery		Y	\$79.00	\$79.00
-----	--------------	------	------------------	--	---	---------	---------

DELIVERY SERVICE SUBTOTAL: \$79.00

HOME DEPOT WILL DELIVER TO:

BELLE, BOB

ADDRESS: 225 Josh Ct

CITY: GREER

STATE: SC

ZIP: 29651

COUNTY: GREENVILLE

SALES TAX RATE: 6.000

PHONE: (864) 551-6422

ALTERNATE PHONE: (864) 551-6422

MERCHANDISE & DELIVERY TOTALS: \$2,467.06

*** CONTINUED ON NEXT PAGE ***

Check your current order status online at
www.homedepot.com/orderstatus

HOME DEPOT DELIVERY #1
(Continued)

REF #V10

RIVER SPECIAL INSTRUCTIONS: Call prior to delivery.

END OF HOME DEPOT DELIVERY - REF #V10

OTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):
A: 90 DAYS DEFAULT POLICY;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$2,467.06
SALES TAX	\$148.02
TOTAL	\$2,615.08
BALANCE DUE	\$0.00

END OF ORDER No. H1126-117722

Exhibit 3

**Brandon Liberator**

9:13 AM

RE: 09/02/21 - Contract# 000115400665...

[Details](#)

To: William Leach



Good Morning,

The unit was delivered on 7/12 in the morning to 225 Josh Ct, Greer SC 29651. The original charge was for the delivery/pickup, a one week rental for the skidsteer with a bucket and the duradeck, a one day charge for the walk behind trencher, skidsteer auger attachment with a bit and associated ancillary charges and taxes.

Thanks,

Brandon Liberator | Sunbelt Rentals, Inc. | PCM002
Making It Happen For Our Customers!
2612 S. Old Hwy 141 Greer, SC 29650
T: 864-877-7330 C: 864-252-5436 | F: 864-877-7533
Brandon.Liberator@sunbeltrentals.com

-----Original Message-----

From: William Leach <wleach313@me.com>

Sent: Monday, November 1, 2021 9:07 AM

To: Brandon Liberator <Brandon.Liberator@sunbeltrentals.com>

Subject: Re: 09/02/21 - Contract# 000115400665 (1 Pages)

This message was sent from a sender outside of Sunbelt Rentals.

See More from William Leach

Exhibit SA

Invoice
 *** Reprint ***
 Date printed: 10/7/21

Carolina Fresh Farms Duncan
 12505 E. Wade Hampton Blvd
 Duncan, SC 29334
 (800) 410-0454

Ticket #: 0201129039
 Ticket date: 7/23/21
 Station: POS02-1



Sold to: Urget Matters
 225 Josh Ct.
 Greer, SC 29651

Ship to:

Customer #: 8645516422
 Sls rep: LB

Ship date:
 Location: DUNCAN

Ship-via code:
 Terms: COD

Quantity	Item #	Description	Ship-from location	Price	Unit flag	Ext prc
12.00	IMP040001	ROC #57 PER TON		42.00	EACH	504.00
2	DELIVERY	Local Delivery Charge		50.00	EACH	100.00
5.00	0707000004	Crush and Run by the ton		33.00	EACH	165.00
1	DELIVERY	Local Delivery Charge		50.00	EACH	50.00
2.00	0307000023	Granite Fines		31.00	EACH	62.00
1	DELIVERY	Local Delivery Charge		50.00	EACH	50.00
2	0607001562	PIPE 4"X100' PERF-SLIT		75.00	EACH	150.00
2	0607001563	PIPE 4"X100' SOLID		75.00	EACH	150.00
3	0607001567	PIPE TEES 4" POLY CORR		12.00	EACH	36.00
4	0607001564	PIPE ELBOWS 4" POLY CORR		12.00	EACH	48.00
4	0607001565	PIPE COUPLER 4" INTERNAL		6.00	EACH	24.00

User: LB

Total line items: 11.00

Sale subtotal: 1,339.00

Tax: 79.73

Total: 1,418.73

Tender:

Visa# ****2090

1,418.73

Net tender: 1,418.73

Thank you for shopping at
 Carolina Fresh Farms!!



8:23

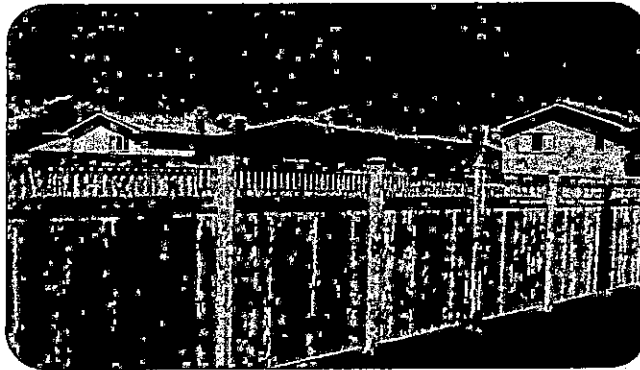
New Message

Cancel

To: Bob

10 /4

Tue, Aug 3, 8:36 AM



Bob, something simple or simpler than this would work to extend the height of the fence.

Looks like a good option

Easy to do and not costly?

It is a basic detail. So, yes

Let's do it then

Tue, Aug 3, 10:19 AM

Ok



Text Message



Exhibit 6

59

160
Exhibit 7

Simpsonville Fence Pros LLC

October 27, 2021

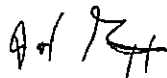
Daniel Rumfelt
713 E Curtis street apt 7
Simpsonville, SC 2968

To whom it may concern,

My name is Daniel Rumfelt and I am the owner of Simpsonville Fence Pros LLC.

Mr. Leach reached out to me on August 18th requesting a quote to build a 164' long 8' high fence along the left side of his property located at 225 Josh Ct. Greer S.C. We met the following day. On August 23rd a two-man crew started the project and the following day we completed the fence.

Regards, Daniel Rumfelt.



Type to enter text

INTEGRITY. HONESTY. OWNERSHIP

Exhibit 8

Searching "All Mailbox..."
Found 12 results



Move to...



FROM: URGENTMATTERS



Inbox - wleach313@hotmail.com June 3, 2021 at 7:45 PM



URGENTMATTERS

New quote 0121 from URGENTMATTERS

To: William Leach,

Reply-To: robertBELLE

Will Leach,

To view your quote for \$10,500.00, click the link below.

<https://app.invoiceninja.com/view/z0tsov7ga8n0qvmjpjucsnrhjxglxtads>

Regards,
URGENTMATTERS

Created by [Invoice Ninja](#) | Create. Send. Get Paid.

URGENTMATT... Inb... 8/12/21

New invoice 0130R2 - (revised) fr...

Will Leach 864.219.1399, To view
your invoice for \$12,450.00, click t...

URGENTMATT... Inb... 7/22/21

New invoice 0130R - (revised) fro...

Will Leach 864.219.1399, To view
your invoice for \$14,700.00, click t...

URGENTMATTE... Inb... 7/9/21

New quote 129R-(revised) from U...

Will Leach 864.219.1399, To view
your quote for \$8,000.00, click the...

URGENTMATT... Inb... 6/21/21

New quote 128R-(revised) from U...

Will Leach 864.219.1399, To view
your quote for \$8,000.00, click the...

URGENTMATT... Inb... 6/18/21

New quote 128R-(revised) from U...

Will Leach 864.219.1399, To view
your quote for \$8,000.00, click the...

URGENTMATT... Inb... 6/11/21

New invoice 0126 from URGENT...

Will Leach 864.219.1399, To view
your invoice for \$0.00, click the lin...

URGENTMATT... Inb... 6/11/21

New invoice 0126 from URGENT...

Will Leach 864.219.1399, To view
your invoice for \$0.00, click the lin...

URGENTMATT... Inb... 6/11/21

Payment Received

Will Leach 864.219.1399, Thank you
for your payment of \$425.00. https...

URGENTMATTE... Inb... 6/9/21

New quote 0128 from URGENTM...

Will Leach 864.219.1399, To view
your quote for \$8,000.00, click the...

URGENTMATTE... Inb... 6/9/21

New quote 0125 from URGENTM...

Will Leach 864.219.1399, To view

Searching "All Mailbo..."

Found 12 results



Move to...



FROM: URGENTMATTERS



URGENTMATTERS

New quote 0121 from URGENTMATTERS

To: William Leach,

Reply-To: robertBELLE

Inbox - wleach313@hotmail.com June 3, 2021 at 7:45 PM

Will Leach,

To view your quote for \$10,500.00, click the link below.

<https://app.invoiceinja.com/view/z0lsov7ga8n0qvmjpjucsnrhjxgixtads>

Regards,
URGENTMATTERS

Created by [Invoice Ninja](#) | Create. Send. Get Paid.

Exhibit 9



URGENTMATTERS
 bob.belle1@gmail.com
 864.551.6422

Bob Belle
 Greenville / Upstate
 South Carolina 29687

QUOTE

Quote Number	129R (Addendum 1 - C/O's)	Will Leach 864.219.1399
PO Number	Please Note: (Supersedes all previous quotes)	225 Josh Court
Quote Date	Tue Jul 20, 2021	Greer, SC 29651
Valid Until	Tue Jul 20, 2021	wleach313@hotmail.com
Total	\$23,750.00	

Item	Description	Unit Cost	Quantity	Line Total
Quote is for Labor only!	PRIVACY FENCE - Rear of House TuffRib "Galvalume" Panels 120lf + 14lf (left side only)	\$6,000.00	1	\$6,000.00

Please Note:
 Owner shall assume all responsibility and liability
 for all plat measurement requirements, grade
 work & other misc tasks guidelines performed
 thruout.

[Weather and/or unforeseen circumstances
 beyond our control may cause schedule delays]

Please Note:
 All materials/supplies & required machinery/
 equipment/fuel shall be furnished by owner.

* "Pricing shown" is approximate and for Owners
 budget purposes only.

INCLUSIONS

- | | | |
|----|--|----------|
| 1. | Lightly grade existing soil substrate at fence runs as prep for pier auger boring. | \$350.00 |
| | * (Pricing shown includes sono, fasteners, misc) | |
| 2. | Machine auger bore approx (32) qty of 10" pier holes to approx 36" depth. and insert sono tubes per established run. | \$850.00 |

Item	Description	Unit Cost	Quantity	Line Total
------	-------------	-----------	----------	------------

* "Pricing shown" is approximate and for Owners budget purposes only.

1.	Machine trench required trough for 3" solid bell end drainage pipe parallel to fencing & "NDS" EZ-flow pipe at back side of existing retaining wall at rear.	\$250.00		
----	--	----------	--	--

*(Pricing shown includes "Trencher" rental)

2.	Install solid pipe & EZ-flow pipe and backfill as required and install branch assemblies and (1) gutter downspout discharge at left front corner of house to create similar grade to existing.	\$150.00		
----	--	----------	--	--

3.	All discharge shall be exiting thru "auto open/close" end fittings or similar.	\$100.00		
----	--	----------	--	--

*(Pricing shown includes limited pipe & fittings)

ADDENDUM #1 CHANGE ORDERS (Labor Only)

C/O #1	Grading Steep Sloped Yard - Rear of house grading, retainer wall cut-in prep, ramps, grade extension fill, under deck grading, planting area, raised bed 2x form assembly.	\$7,800.00	1	\$7,800.00
--------	---	------------	---	------------

C/O #2	Stump Removal - Prep, cut & remove existing tree stump.	\$150.00	1	\$150.00
--------	--	----------	---	----------

C/O #3	Stormwater Trench Drain - Install "NDS" trench drain at foot of stone steps to driveway & install gutter down spout pipe discharge. Attach to fence run (3") discharge piping exiting at base of grade slope.	\$450.00	1	\$450.00
--------	---	----------	---	----------

C/O #4	French Drain - Install EZ-Flow piping at existing retaining wall	\$700.00	1	\$700.00
--------	---	----------	---	----------

Created by

 InvoiceNinja

Item	Description	Unit Cost	Quantity	Line Total
C/O #9	Equipment/General Access Grade Cut - Right side of house slope cut & simple grade work for rear equipment/machinery access. Rake blend to existing sloped sod grade.	\$450.00	1	\$450.00
C/O #10	Propane Tank - Relocate existing propane tank to center of octagon support posts. Plumb new 1/2" copper flex as required.	\$325.00	1	\$325.00
C/O #11	Upper Deck Octagon - Install diagonal/square lattice onto existing 6x6 posts with 1x trim at butt joints.	\$575.00	1	\$575.00

Terms	Subtotal	\$23,750.00
\$4,000 Down Payment/Retainer shall be due upon agreement. (approx 7 days prior to start date)	Total	\$23,750.00

\$7,000. Draw shall become due on 7.21.21.

\$5,000. Draw shall become due on 7.30.21

\$5,000. Draw shall become due on 7.6.21

\$2,750. Balance shall become due upon substantial completion.

* Owner furnished Materials/Supplies & Misc item monies and/or reimbursements shall be due upon request.

CLARIFICATIONS

1. Quote shown is for Labor only.

2. All Materials/Supplies & required Equipment/Machinery/Fuel shall be furnished by Owner.

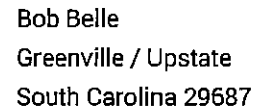
3. Unforeseen and/or unknown work that may arise upon work flow is not included and shall become costs due above and beyond quote shown and shall be done only per Owners change order (CO) request.

4. Painting, staining and/or finishing is not included.

5. All work not specifically shown above is excluded, including but not limited to:

Landscaping, plantings, grading other than shown, sod, mulch, skidsteer track substrate disturbance/damage due to necessary work flow & overtime compensation due to delays caused by

Exhibit 10



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 InvoiceNinja

Item	Description	Unit Cost	Quantity	Line Total
2.	Machine auger bore approx (22) qty of 10" pier holes to approx 36" depth. * (Pricing shown includes "BobCat" skidsteer rental w/auger attachment)	\$850.00		
3.	Install fiberglass/metal or similar curb/edging substrate (off shelf stock item) between piers.	\$325.00		
4.	Pour bagged concrete mix into post holes and tamp firm. (4,000 psi Rapid Set) Water in as required to saturate properly:	\$200.00		
5.	Backfill as required to create similar grade as existing. Hand rake.			
6.	Set & plumb 4"x4"x10'-0" ground contact pressure treated (PT) southern yellow pine (SYP) posts. * (Pricing shown includes "hand selected" premium grade)	\$1,250.00		
7.	Install dog ear pickets over 2x4 (PT) (SYP) stretchers installed on "Owners" post face side. Cut bottoms & top of pickets to follow grade & smooth line top cut. * (Pricing shown is for cedar dog ear pickets)	\$2,000.00		

**ADDENDUM
#1-R1**

CHANGE ORDERS (Labor Only)

Please Note:
All materials/supplies & required equipment/
machinery/fuel shall be furnished by owner.

****IMPORTANT**

****All work performed to date and new additional
Change Orders (C/O) are the result of in depth
discussions with Owner concerning all details
that have been selected and implemented herein.**

****Work completed and/or underway has been
done per Owners specific direction thru out.**

Item	Description	Unit Cost	Quantity	Line Total
	**Owner has been advised that existing rear gutters have inadequate downspout discharge with gutter water overflow & downspout corners waterfall issue, dumping large volumes of rain water onto retaining wall construction site area. **As a result, no retaining wall base/other prep work at rear location starting point, shall be continued until these issues have been resolved due to the negative impact on the wall structural integrity. **Owner has been advised that fence erection shall not resume until "staining or finishing" decisions have been finalized as well as the height extension detail at top or bottom has been determined and final detail decisions made. **Fence post spacing and other relevant construction concerns determining erection process will not continue until these issues have been resolved due to material width restraints.			
C/O #1	ADD - Grading Steep Sloped Yard Rear of house grading, retainer wall cut-in prep (rear & side of house at stone steps from driveway), ramp to lower garden, grade extension fill, under deck grading, planting area, raised bed 2x form assembly.	\$7,800.00	1	\$7,800.00
C/O #2	ADD - Stump Removal Prep, cut & remove existing tree stump.	\$150.00	1	\$150.00
C/O #3	ADD - Retaining Wall Install new (3'-0" ht) in lieu of 2'-6" ht segmented/ block wall on properly prepared base, drainage, gravel backfill (approx 90 lf) * Please Note: Does not include stairs or other embellishments including cap.	\$3,000.00	1	\$3,000.00
C/O #4	Add - (2) 21"x 21"x 44" ht retaining wall columns at existing under house exterior door area with 36" w steps built into wall from face utilizing cap as tread & riser.	\$650.00	1	\$650.00

Item	Description	Unit Cost	Quantity	Line Total
C/O #5	Add - (2) 21"x 21"x 44" ht retaining wall columns at under deck propane tank area with (2) tenn stone 6"x 18" x 48" steps.	\$650.00	1	\$650.00
C/O #6	Add - Approx 65 lf typical retaining wall detail with step-up to slope at HVAC side of house and curved corner at rear. * Please Note: Does not include stairs or other embellishments including cap.	\$1,800.00	1	\$1,800.00
C/O #7	Add - Approx 155 lf of cap installation. Apply adhesive, cap to top course typical.	\$450.00	1	\$450.00
C/O #8	ADD - (2) Gutter existing downspouts to new discharge pipe to existing rear retaining wall drains.	\$450.00	1	\$450.00
C/O #9	ADD - Trench drain (approx 8 lf) at foot of existing stone steps from driveway to discharge piping (approx 120 lf) machine trenched parallel to fence run along outside edge of planting bed.	\$750.00	1	\$750.00
C/O #10	ADD - Ez Flow drainage piping (approx 50 lf) at existing rear retaining wall upper drain locations.	\$600.00	1	\$600.00
C/O #11	ADD - Gutters (3) existing down spouts to discharge lines to existing retaining wall drains. Install (3) new black plastic downspout to discharge fittings.	\$450.00	1	\$450.00
C/O #12	ADD - Equipment/general access grade cut at HVAC right side of house slope cut & simple grade work for rear equipment/machinery access. Rake blend to existing sloped sod grade.	\$450.00	1	\$450.00
C/O #13	ADD - Additional grade work at HVAC side of house "upper" half including retaining wall cut in prep with heavy burdened rocky substrate.	\$1,200.00	1	\$1,200.00
C/O #14	ADD - Additional grade work at HVAC side of house "lower" half including prep with heavy	\$1,350.00	1	\$1,350.00

Created by

 InvoiceNinja

Item	Description	Unit Cost	Quantity	Line Total
	burdened rocky substrate, and regrading upper to lower section as required to blend. (1000 + 350)			
C/O #15	ADD - Garden detail with rock placements at HVAC side of house lower corner area.	\$250.00	1	\$250.00
C/O #16	ADD - Misc rock feature placements various locations at rear of house.	\$450.00	1	\$450.00
C/O #17	ADD - Regrade lower ramp at existing retaining wall side area as a result due to large rock placement at head.	\$200.00	1	\$200.00
C/O #18	ADD - Light grading of existing path at lower property area below garden location and spread #57 stone. (100 + 100)	\$200.00	1	\$200.00
C/O #19	ADD - Irrigation	\$1,800.00	1	\$1,800.00
	Install new digital controller in garage.			
	Create (5) zone manifold with valves for (3) heads per. (15 Max).			
	Basic set up with expansion capabilities to controller's max output.			
	Install (1") Poly piping main supply lines to "funny pipe" jumpers to sprinkler heads.			
	* Please Note: Testing & overall water pressure requirements would need to be confirmed to verify proper function as is, or assessed & discussed with owner accordingly.			
	All other work that may become required is not included and would become additional costs above and beyond quote amount shown.			
	Fuel reimbursement (per receipts) - machinery	\$280.00	1	\$280.00
Please Note:	Additional fuel reimbursement (per receipts) - machinery	\$300.00	1	\$300.00

These are charges in addition to his daily rate. It's double charging.

Terms**Note:**

Breakout amounts shown above have been calculated based on the complete scope of work shown as a package.

Any adjustment, deletion or modification to total amount shown will result in an overall increase as overhead & profit margins are spread thru each inclusion listed.

All line totals have been adjusted to include updated original scope of work costs, reimbursements & change orders (C/O) per Owners request.

Subtotal

\$26,730.00

Paid To Date

\$14,280.00

Balance Due

\$12,450.00

Original Agreement

\$4,000 Down Payment/Retainer shall be due upon agreement.
(approx 7 days prior to start date)

\$5,000. Draw shall become due on 7.22.21.

\$5,000. Draw shall become due on 7.30.21

\$3,000. Draw shall become due on 8.6.21

\$1,700. Balance shall become due upon substantial completion.

Revised Agreement

\$4,000. Down payment/Retainer <paid>

5000. Draw on balance <paid>

5280. Draw on balance <paid> (280 fuel reimb)

3500. Draw due upon agreement

3500. Draw shall become due on 8.19.21

3500. Draw shall become due on 8.26.21

1950. Balance due upon substantial completion. approx 7.2.21

* Owner furnished Materials/Supplies & Misc item monies and/or reimbursements shall be due upon request.

(300 fuel reimbursement shall be deducted from balance amount shown)

CLARIFICATIONS

1. Quote shown is for Labor only.

2. All Materials/Supplies & required Equipment/Machinery/Fuel shall be furnished by Owner.

3. Unforeseen and/or unknown work that may arise upon work flow is not included and shall become costs due above and beyond quote shown and shall be done only per Owners change order (CO) request.

4. Painting, staining and/or finishing is not included.

5. All work not specifically shown above is excluded, including but not limited to:

Landscaping, plantings, grading other than shown, sod, topsoil, mulch, skidsteer track substrate disturbance/damage due to necessary work flow & overtime compensation due to delays caused by others.

Created by

 InvoiceNinja

6. We strongly recommend that final decisions and other relevant concerns be made henceforth so work scheduling and efficient progress shall be made without further delays.

Please Note:

Owner shall assume all "HOA" , permitting, septic grade over work, plat & all other requirements and/or liability responsibility.

Respectfully submitted,

Bob Belle
URGENTmatters
864.551.6422

NOTICE TO PROCEED

Project has been underway as of 7.8.21 per original agreement per Owners down payment/retainer (paid) with (2) draws subsequently (paid) as shown herein. Project is ongoing with Owners change order requests added as listed above, pending terms.

I/We agree to the terms and conditions of the above shown proposal and authorize work to proceed as outlined.

x _____ Dated: _____

x _____ Dated: _____

Please make cash/checks payable to:
Robert Belle

Thank you Will for the opportunity to provide our services to you!

8:50



New Message

Cancel

To: Bob

And I can say one thing for certain. If we continue with you there will be no more draws. A final Payment will be made once the work is complete.

leach

Thu, Aug 12, 8:11 AM

Belle

In email...

Thu, Aug 12, 10:16 AM

Should meet now at Panera to discuss your proposal.

I'm about to step into a doctor's appointment

Ok, after your appointment. Let me know what time.

All right 👍

Thu, Aug 12, 11:55 AM

Bob, what was the name of the



Text Message



Exhibit 12



Check Number:

2392

Date Posted:

07/09/2021

Check Amount:

4,000.00

2392
16-24/1220 6410

WILLIAM K LEACH
225 JOSH CT
GREEN, SC, 29651-2101

July 9 2021
Date

Pay to the Order of Bon Belle \$ 4000.-
Four thousand and 00/100 Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
California
wellsfargo.com

For 1/2 labor for fence job

⑆ 1220002471⑆ 59175523080 02392

649308704

3078026794

CHECK 6711 ON NOBILE REMOTE DEPOSIT
WITH IMAGE OF FRONT OF CHECK IN CAMERA ADDRESS
CAMERA HERE

Check Number:

2393

Date Posted:

07/26/2021

Check Amount:

5,000.00

WILLIAM K LEACH
225 JOSH CT
GREER, SC 29651-2101

2393
18-24/1220 8410

July 22 2021
Date

Pay to the Order of: Robert Belle
Five thousand and no/100
\$ 5000.00
Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
California
Member FDIC

For landscape project #2

1220002471 5917552308 02393

40843009985

ENDORSE HERE

Print Images

Page 1 of 1

Check Number:

2394

Date Posted:

08/02/2021

Check Amount:

5,280.00

WILLIAM K LEACH
225 JOSH CT
GREER, SC 29651-2101

2394
16-24/1220 8410

Aug 2 2021
Date

Pay to the Order of Beth Belle \$ 5280.00

Five thousand two hundred eighty Dollars

 Wells Fargo Bank, N.A.
California
wellsfargo.com

For #3 + Fuel & Ac. W

⑆ 122000247⑆ 5967552308⑈ 02394

4182156525

[Handwritten signature]

North Greenville Summary Court
301 Trailblazer Dr.
Travelers Rest, SC 29690

AFFIDAVIT OF SERVICE

Personally appeared before me 1. BAUER

who, being duly sworn, says that, on the 13 Day of Sept 2021
s/he served Robert Belle
the defendant within named, the Summons
and Complaint in this action, by delivering
copies thereof to Robert Belle

personally, and leaving the same with Robert Belle
at 25 E Darby Rd
(301 TRAILBLAZER LBBY)

the place of residence/work/other of said
Defendant and Deponent is not a party to
The action.

[Signature]
Deputy Sheriff/Constable/Process Server

DATE 9/13/21

21-1600
☐ COURT ORIGINAL
☐ DEFENDANT'S COPY
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MAGISTRATE'S COURT
SUMMONS AND COMPLAINT

William Leach
225 Josh Ct
Greer, SC 29651

VS
Robert Belle (14)
25 E Darby Rd
Taylors, SC 29687

DEFENDANT(S)
Trial will be scheduled approximately 30 days from date
of service. You will be Notified by mail as to the date
and time for trial.

DISPOSITION OF CASE

- ☒ PLAINTIFF PRESENT
- ☒ DEFENDANT PRESENT
- ☐ LIQUIDATED ACCOUNT
- ☐ UNLIQUIDATED ACCOUNT
- ☐ RULED FOR PLAINTIFF

\$ 5720.00 CLAIM
\$ 80.00 COURT COST
\$ 5800.00 TOTAL

- ☐ RULED FOR DEFENDANT
- ☐ DEFAULT
- ☐ SETTLED
- ☒ OTHER disposition
conf. check

[Signature]
JUDGE
12/5/24
DATE

Certificate of Counsel

RECEIVED

MAR 13 2024

SC Court of Appeals

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

March 12, 2024

/s/Robert Belle
864.551.6422
bob.belle1@gmail.com

25 E. Darby Rd
Taylors, SC 29687

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

M E M O R A N D U M

IN RE: Magistrate Appeals in CIVIL CASES

Case Number: 2021-GP-23- 05987

Upon filing a notice of appeal with the Clerk of Court from Magistrate Court, this form must be completed by the Attorney for Appellant or by the Appellant as a self-represented litigant and returned promptly to the Clerk of Court at the address listed below.

1. You must have appealed within 30 days after either you or your attorney received written notice of judgment, or after judgment was announced at trial in your presence. What is the date you received notice of judgment?

Date Notice of Judgment Received: _____

2. A clocked copy of the notice of appeal, stating the grounds upon which the appeal is founded, must have been served within 30 days upon the Judge who tried the case. What is the date you served notice upon the Judge? Also, give the name of the Judge.

Date Served: _____

Name of Judge: _____

Method of Service: _____

3. A copy of the notice of appeal, stating the grounds upon which the appeal if founded, must have been served within 30 days upon all parties. Give the names of all other parties and the dates served.

Name of Person Served: _____

Date Served: _____

Additional Names of Persons Served:

Date Served: _____

Date Served: _____

Date Served: _____

4. Give your address and contact information to be used for notification by the Court.

Strict compliance with §18-7-10 through 30, S. C. Code Ann., and Rule 74 SCRPC, is required to give the Court of Common Pleas jurisdiction to hear your appeal. This form must be completed and promptly returned to: Paul B. Wickensimer, Clerk of Court, 305 E. North Street, Greenville, SC 29601.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
ROBERT BELLE
APPELLANT(S)
VS.
WILLIAM LEACH
RESPONDENT(S)

FILED-CLERK OF COURT
PAUL B. WICKENS
GREENVILLE, SC

DEC 17 PM 3:59
COMMON PLEAS CASE NUMBER
2021-CP-23-05987
MAGISTRATE CIVIL CASE NUMBER
IN THE COURT OF COMMON PLEAS
NOTICE OF CIVIL APPEAL

The Appellant(s) 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 Greenville.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 8 day of DECEMBER, 2021.

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

IN REFERENCE TO ORIGINAL CLAIM STATEMENT DATED 11.4.21
I HAVE NOTED EACH RELEVANT PARAGRAPH(S) #1 THRU → AND
WILL BE PROVIDING ADDITIONAL INFO AS NOTED HEREIN.
* PLEASE NOTE: THIS AGREEMENT STARTED WITH PROP #129 DATED 7.9.21
SO MANY CHANGES RESULTED IN APPROX (4) REVISIONS WITH PROPOSURE 8.17.21
MY COMMENT CONCERNING MONIES WAS BASED ON GENERAL
BASIC PROVIDED INFO FROM APPELLANT SINCE WE HAD NO
WRITTEN PROPOSAL OR SPECIFIC DETAILS REGARDING TYPE, LOCATION,
MATERIALS, ETC... HE WAS INFORMED ALL DEPENDS ON THESE
THINGS AND I WOULD DRAFT A COMPREHENSIVE PROPOSAL SO ALL
WOULD BE CLEAR AND OUTLINED AS HE REQUESTS.

(CONT) 12.17.21
Date

[Signature]
Appellant (or attorney)

2021 DEC 17 PM 4: 59

STATE OF SOUTH CAROLINA

COMMON PLEAS CASE NUMBER

COUNTY OF GREENVILLE

FILED-CLERK OF COURT
PAUL B. WICKENS
GREENVILLE

2021-CP-23-05987

ROBERT BELLE

MAGISTRATE CIVIL CASE NUMBER

APPELLANT(S)

IN THE COURT OF COMMON PLEAS

VS.

WILLIAM LEACH

RESPONDENT(S)

NOTICE OF CIVIL APPEAL

SCANNED

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WILL BE PROVIDING ADDITIONAL INFO AS NOTED HEREIN.

* PLEASE NOTE: THIS AGREEMENT STARTED WITH PROP #129 DATED 7.9.21
SO MANY CHANGES RESULTED IN APPROX 47 REVISIONS WITH PROPOSOR 8.17.21
MY COMMENT CONCERNING MOVIES WAS BASED ON GENERAL

BASIC PROVIDED INFO FROM APPELLANT SINCE WE HAD NO
WRITTEN PROPOSAL OR SPECIFIC DETAILS REGARDING TYPE, LOCATION,
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WOULD BE CLEAR AND OUTLINED AS HE REQUESTS.

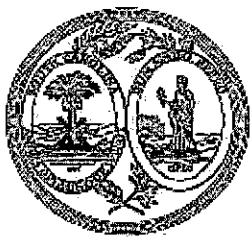
(CONT) 12.17.21
Date

[Signature]
Appellant (or attorney)

NOTICE OF MOTION SCHEDULING

STATE OF
SOUTH CAROLINA

September 13, 2022



Motion "MOTAPP - Motion/Appeal" for Case: 2021CP2305987 - Robert Belle VS William Leach has been added to the following Motions Roster:

326 - NON-JURY MOTIONS - Dec 5-9, 2022 - Judge Edward W. Miller

This hearing of this motion has been scheduled for 12/7/2022 at 10:30 AM.

An in-person hearing in this case is SCHEDULED - DATE & TIME on Subject line above-
Location: Greenville County Courthouse, 305 East North Street, Greenville, SC 29601

****PLEASE NOTE THAT THE WEBEX SYSTEM WILL BE RECORDING. NO COURT REPORTER WILL BE PRESENT.****

MOVANT IS RESPONSIBLE TO NOTIFY OPPOSING COUNSEL AND PRO SE PARTIES. Check the online roster at <http://www.greenvillecounty.org/scjd/courtrosters/> CONTINUANCE, RESOLVED, WITHDRAWN - send detailed e-mail (copy opposing counsel/party) to Non-Jury Coordinator at: tcaldwell@greenvillecounty.org

Mail Notice To:
Robert Belle 25 E Darby Rd Taylors, SC 29687

Court Info:
Greenville County Common Pleas 305 East North Street Greenville County Courthouse Greenville, SC 29601-2120

If you have any questions regarding the scheduling of this motion, please contact the courts at:
(864)467-8551

Respectfully,

Paul B. Wickensimer Greenville County Clerk Of Court
Clerk of Court

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

APPELLANT(S)

VS.

RESPONDENT(S)

COMMON PLEAS CASE NUMBER

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

Amended
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The Appellant(s) 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 Greenville.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the _____ day of _____, 20____.

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

Date _____

Appellant (or attorney)

Robert Belle
APPELLANT

2021-CP-23-05987
MAGISTRATE CIVIL CASE NUMBER
IN THE COURT OF COMMON PLEAS

VS.

William Leach
RESPONDENT

NOTICE OF CIVIL APPEAL

(Continued from cover sheet)

Your Honor,

Firstly I would like to make known that the civil suit filed against me ironically came after I issued a stop work order on a signed written agreement that we had made and was underway with a payment draw due on 8.14.21. Owner refused payment therefore work was halted.

After an initial proposal #129 dated 7.9.21, changes were requested by respondent which resulted in a revised proposal #129R (Addendum 1 – C/O's) dated 7.20.21 with (11) change order requests. Subsequently, another change request from respondent resulted in proposal #130 which was then revised (2) more times, ultimately ending up with proposal #130R2 – revised dated 8.11.21 which is the superseding agreement to date.

Needless to say I was inundated with change order requests from respondent and I worked diligently to accommodate respondent with the added scope of work and with changes to ongoing tasks.

To date there had not been one complaint or issue that was made to me by respondent throughout workflow process except when a payment came due and respondents refusal to pay, putting him in breach of contract resulting in a work stoppage until payment has been issued. Instead of complying with payment for monies due, he filed this frivolous suit.

Accompanying respondent to material suppliers to advise him concerning technical info, spending many hours discussing day to day work flow solutions and providing expert insights for the long term success of his project was my objective from the onset. A clean, organized and well staged jobsite was also a priority as was open communication for mutual concerns.

Please note that I have attached the proposals noted herein with pictures showing the respondents home property before work began and as work progressed.

Also, note that my actions nor any of the accusations made against me have any merit and are fabricated comments and lies with the single directive of slandering me and trying to avoid respondents responsibility and obligation to make a monies draw and fuel reimbursement payment due upon a signed written agreement.

Re: Respondents statement/complaint dated 11.4.21

The following is my response to this statement with numbered paragraph by paragraph.

#1 At that time I wasn't aware of any of the specific details or had not seen the respondents property, so this comment was relative to what I initially understood was basic.

#2 The (3) work reference links were presented and the "Dewberry" project was not for John Dewberry's Hotel, but his residence at 58 Meeting St, Charleston, SC which was a two year period 1700-1800 restoration project. John built his hotel after he took residence in Charleston.

#3 Due to respondents requests for added work as shown per proposals created, scope of work increased significantly therefore respondent understood the need for equipment/machinery as a direct result.

#4 Respondents request was for the back yard area at rear of house to be graded level to existing retaining wall creating the need for a retaining wall from the onset. This was discussed in detail because it was so important for his two young children to have a safe place to play and not roll off down the steep existing grade. This was also the reason why additional grading was requested for the "HVAC" side of house which was so severe a grade it was usable in a safe way for the children to play.

#5 Change orders were specified in our agreement that only "Owner" (respondent) can initiate change orders by request. All work scope was the result of in depth discussions, visiting material suppliers for metal fencing panels, retaining wall block, crushed stone, etc.. All work has been completed, prepped and/or planned for per respondents daily meetings whereby I would follow the final decisions about every task performed to date. There was no work done that was not first discussed, proposed or executed without respondents specific request accordingly.

#6 Respondent was constantly changing his mind about many things including retaining wall block.

#7 It was imperative that this decision for hole placement with fence posts needed to be discussed with his next door neighbor.

I called the building inspector department and the respondent and I both had a thorough discussion with them about where a fence line can be placed. The ability to bore for post placement directly down property line from survey pin to pin since a fence is not a structure was the decision respondent made.

A meeting was held onsite at fence post line area with respondent, Les (neighbor on fence line), respondents other neighbor across street and myself. Upon conclusion of the meeting it was determined that there was no need to offset the post line although I had recommended that

for fence maintenance in the future if a (1-2) foot setback was implemented that the respondent wouldn't have to set foot on Les's property since there are ongoing tensions between the two.

Respondents specific decision was to bore holes on line from survey pin to pin and I strung a line taught and layed out the post spacings after a long delay from respondent as to which fence design and type his final decision would be. I used marking paint and made (x's) at all post hole locations so I could avoid tree roots, rocks, etc.. which was approved by respondent as marked.

Once again I followed respondents direction and bored holes accordingly. The next day however the neighbor Les said to respondent that if any concrete from post piers are on his property (although underground) he would jackhammer them off. Respondent then discussed this with me and although all the holes where already bored and he could possibly file some sort of complaint or other action, the respondent ordered me to backfill all the holes and rebore at a (1) foot offset.

Its evident that more work would be required as a result of his decisions and respondent was reminded that this is his project, that I follow his directions and our agreement. Therefore if respondent now chooses to move line there will be cost indeed.

#8 All work to date of work stoppage has a sum of \$14,000. (+/-). There is clearly outlined the breakout pricing for work completed, prepped, planned for per our agreement.

#9 All proposals and change order requests were only able to be requested by respondent and all work completed or underway was by written agreement.

Respondent statement that he would now only pay after all his requested work was completed is simply not what we agreed upon. Trash that he shows was in a wheelbarrow that I used and then dumped into contractor bags for disposal.

We had a meeting to discuss this matter which concluded with respondent signing proposal #130R2 dated 8.11.21 and agreeing to make payments as set forth with first draw due upon this agreement. Respondent failed to make payment and refused to reimburse me for diesel fuel per receipts.

I therefore stopped work per text notification and demanded payment so work could proceed. His response was acknowledged.

#10 Wasn't the "Dewberry Hotel" but was indeed the "Dewberry Residence" per an attached article of his home.

#11 No comment other than wow!

#12 I worked long hours thru rain and uncontrollable weather to keep this project moving forward in an organized and professional manner and thru a constant mind changing and change order requests from respondent.

Yet, I was determined to complete my responsibilities with the scope of work outlined and as a complete package. Respondent was reminded that pricing was based on the complete scope of work outlined but shows breakout pricings due to so many change orders and that totals would need to be adjusted if there are any deletions or deductions as noted in clarifications per #130R2.

I filed a countersuit which shall be attached and as for my complaint to be upheld or honored. There is also diesel fuel reimbursement per receipts which are due.

There is also addition monies due from work I completed from the day respondent signed our agreement on 8.14.21, I worked (4) additional days although I daily requested that payment needs to be made. On 8.18.21. I issued my stop work order to respondent and removed all tooling and other items of ours and demanded once again to abide by the terms and conditions set forth in our agreement. I was waiting upon response from respondent on this matter which went on without word until I was summoned into court which I believe the magistrate didn't read our signed agreement or didn't comprehend the obligations clearly outlined, because we purposely draft a comprehensive proposal with scope of work inclusions, change order requests, clarifications, exclusions and the terms and conditions.

Created by design to be certain that owners/respondent request for work done is outlined clearly so it becomes apparent what the obligations are between me and our clients.

I would also request court costs per this appeal.

Robert Belle
APPELLANT

VS.

William Leach
RESPONDENT

2021-CP-23-05987
MAGISTRATE CIVIL CASE NUMBER
IN THE COURT OF COMMON PLEAS
Amended
NOTICE OF CIVIL APPEAL

22 JUN 14 PM 2:03
Paul Wickensner CDO GUL SC

(Continued from cover sheet)

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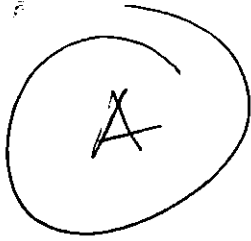
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I would also request court costs per this appeal.

ROBERT BEALE - 864.551.6422
 25 E. DARBY RD
 TAYLORS SC
 29687



2021CV2311101600
Civil Case Number

I William Leach provide the following regarding my civil claim.

I closed on new construction at 225 Josh Ct. Greer SC 29651 in April 2020. Needless to say the home and land met all of Greenville Counties codes and regulations regarding land grade.

My biggest mistake, which I now deeply regret, was that I trusted the defendant, who by the way, had no financial commitment in this project. I, William Leach, paid for all materials mentioned in the following.

I met Robert Belle (defendant) at the Greer Ingles Food Market. At the time I was working there part time as a stocker. I ma 65 years old and I have a foreign wife and two small children, aged 6 and 4. I need the additional income to supplement my social security. The defendant was a frequent customer at Ingles and he and I became friendly as a result.

Approximately 2 months later I mentioned to the defendant that we want to build a privacy fence on our property. He said that he could build it for us because that is the kind of work he has done his all his life. Stating that he too is semi-retired. I made it clear that I did not have a lot of money and he said that that is ok since he didn't need to make a lot of money, but he does need to make a little.

The defendant then sent me YouTube links of projects that he claimed to have worked on, including a 2-year project at the Dewberry Hotel in Charleston SC, a residence at 90 Jackstay Court, Kiawah Island SC and another residence in The Peoples Building at 18 Broad Street Apt. 801-901 SC.

We agreed that he would build our fence, as shown in Exhibit 1.

On July 12 the defendant rented and Sunbelt Rentals delivered a Bobcat, a Trencher and an Auger, as shown in Exhibit 2, to 225 Josh Ct. Greer. This rental of the Bobcat was for one week, and the other pieces of equipment just 1 day, see exhibit 3. Yet everything was on site from July 12 2021 to August 18, 2021.

The defendant used the Bobcat to begin grading the back yard, which was only verbally discussed that he would "sweeten it up" a bit. Before I knew it he had cut 4 feet off the back yard to level it. This resulted in the need for a retaining wall which is something I had not at the time planned for. Over the next 6 weeks and 2 days the defendant spent a whopping 127.3 hours which is equal to 16 eight-hour days on that Bobcat. And all of this for an area of just 0.17 acres or roughly 8000 sq. feet.

A

#5

The defendant will talk about change orders. The truth is the vast majority of them he initiated. This is his way of "ringing up the tab". The defendant's sole motivation was to pack his own pockets while accomplishing nothing, other than a re-grade of some 8000 sq. ft of yard, which was not in the original proposal dated July 9 2021 as shown in Exhibit 1.

#6

The retaining wall material had been decided on for some time, regardless of the defendants claim of changes. In fact, on July 29 the defendant placed an order with Carolina Fresh Farms, refer to exhibit 5B.

On July 31 2021 Home Depot delivered lumber and related supplies for my fence. On the same day Carolina Fresh Farms delivered the retaining wall blocks, caps and related materials as shown on Exhibit 5A and 5B. On Aug 3 2021 Robert and I finalized the fence top detail in a text message exchange, see Exhibit 6.

#7

On or about Aug. 13th the defendant started boring the holes for the fence using the auger attachment attached to the Bobcat. He was given clear instructions not to cross the property line. During the process he destroyed a good portion of my plantings but did manage to finish the holes. The problem is he crossed the property line and our neighbors took issue with it. He then had to refill the holes and start over. He demanded that I pay for his mistake, but refused to state how much he was going to charge to re-dig the holes. Saying that he would disclose it after he received another draw. You see, everything he does is designed to "ring up the tab".

#8

On August 18, the day he stopped working and 18 days after materials were delivered, there was no fence, no retaining wall, no trenching, no drainage work, in fact, other than the grade nothing he had proposed had even been started.

The one undeniable fact is that the defendant Robert Belle was paid \$14,280.00 in draws, but did not complete, other than grading the yard, any of that tasks in which he was paid to do.

#9

Exhibit 10 and 11 are the last two Invoice /Proposals I received from the defendant requesting a total of \$26,730 covering a myriad of labor charges. Exhibit 11 shows a text conversation the defendant and I had on Aug 12 where I told him that if I continue with him there will be no more draws, and that a final payment would be made once the work is complete. Exhibit 12 shows the pile of trash on my property the defendant left behind.

Oh, and the frosting on the cake, the defendant informed me that I would be responsible for paying laborers that he would bring in to build the retaining wall.

#10

I would add that I spoke with Suzanne Kassel at the Dewberry Hotel and she was unable to confirm that a Robert or Bob Belle ever worked on the Hotel Dewberry's refurbishment project.

A

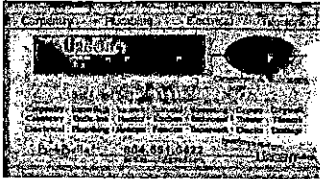
Additionally, I could not find any information on the internet regarding his company Urgent Matters.

#1 I believe that the defendant, "Confidence Man" Robert Belle, is nothing more than a Grifter.

#2 Since the defendant's departure the project is now complete. The fence was done in just 2 days (see exhibit 7) The retaining wall took 4.5 days. Irrigation, drainage issues and sod were done over a 2 day period.

I am asking that the court uphold my claim for \$7580. I believe \$6700 is more than ample payment for the work the defendant did do, which was grading roughly 8000 sq. ft. of back and side yard.

Exhibit C



URGENTMATTERS
 bob.belle1@gmail.com
 864.551.6422

Bob Belle
 Greenville / Upstate
 South Carolina 29687

INVOICE

Invoice Number 0130R2 - (revised)
 PO Number Please Note: (Supersedes all previous quotes)
 Invoice Date Wed Aug 11, 2021
 Due Date Wed Aug 11, 2021
 Balance Due \$12,450.00

Will Leach 864.219.1399
 225 Josh Court
 Greer, SC 29651
 wleach313@hotmail.com

Item	Description	Unit Cost	Quantity	Line Total
Quote is for Labor only!	PRIVACY FENCE - Rear of House Cedar 5/8"x5 1/2"x6'-0" Pickets 120lf + 14lf (left side only)	\$3,500.00	1	\$3,500.00

Please Note:
 Owner shall assume all responsibility and liability
 for all plat measurement requirements, grade
 work & other misc tasks guidelines performed
 thruout.

[Weather and/or unforeseen circumstances
 beyond our control may cause schedule delays]

Please Note:

All materials/supplies & required machinery/
 equipment/fuel shall be furnished by owner.

* "Pricing shown" in unit cost column not
 calculated with a quantity or line total are
 approximate and for Owners budget purposes
 only.

INCLUSIONS

1. Lightly grade existing soil substrate at fence runs
 as prep for pier auger boring. \$350.00

* (Pricing shown includes sono, fasteners, misc)

Item	Description	Unit Cost	Quantity	Line Total
2.	Machine auger bore approx (22) qty of 10" pier holes to approx 36" depth. * (Pricing shown includes "BobCat" skidsteer rental w/auger attachment)	\$850.00	←→ 400 . THEN BACKFILLED PER OWNERS REQUEST TO MOVE LINE	
3.	Install fiberglass/metal or similar curb/edging substrate (off shelf stock item) between piers.	\$325.00		
4.	Pour bagged concrete mix into post holes and tamp firm. (4,000 psi Rapid Set) Water in as required to saturate properly.	\$200.00		
5.	Backfill as required to create similar grade as existing. Hand rake.			
6.	Set & plumb 4"x4"x10'-0" ground contact pressure treated (PT) southern yellow pine (SYP) posts. * (Pricing shown includes "hand selected" premium grade)	\$1,250.00		
7.	Install dog ear pickets over 2x4 (PT) (SYP) stretchers installed on "Owners" post face side. Cut bottoms & top of pickets to follow grade & smooth line top cut. * (Pricing shown is for cedar dog ear pickets)	\$2,000.00		

ADDENDUM
#1-R1

CHANGE ORDERS (Labor Only)

Please Note:
All materials/supplies & required equipment/
machinery/fuel shall be furnished by owner.

****IMPORTANT****

**All work performed to date and new additional Change Orders (C/O) are the result of in depth discussions with Owner concerning all details that have been selected and implemented herein.

**Work completed and/or underway has been done per Owners specific direction thru out.

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Item	Description	Unit Cost	Quantity	Line Total
	**Owner has been advised that existing rear gutters have inadequate downspout discharge with gutter water overflow & downspout corners waterfall issue, dumping large volumes of rain water onto retaining wall construction site area. **As a result, no retaining wall base/other prep work at rear location starting point, shall be continued until these issues have been resolved due to the negative impact on the wall structural integrity. **Owner has been advised that fence erection shall not resume until "staining or finishing" decisions have been finalized as well as the height extension detail at top or bottom has been determined and final detail decisions made. **Fence post spacing and other relevant construction concerns determining erection process will not continue until these issues have been resolved due to material width restraints.			
C/O #1	ADD - Grading Steep Sloped Yard Rear of house grading, retainer wall cut-in prep (rear & side of house at stone steps from driveway), ramp to lower garden, grade extension fill, under deck grading, planting area, raised bed 2x form assembly.	\$7,800.00	1	\$7,800.00
C/O #2	ADD - Stump Removal Prep, cut & remove existing tree stump.	\$150.00	1	\$150.00
C/O #3	ADD - Retaining Wall Install new (3'-0" ht) in lieu of 2'-6" ht segmented/ block wall on properly prepared base, drainage, gravel backfill (approx 90 lf) * Please Note: Does not include stairs or other embellishments including cap.	\$3,000.00	1	\$3,000.00
C/O #4	Add - (2) 21"x 21"x 44" ht retaining wall columns at existing under house exterior door area with 36" w steps built into wall from face utilizing cap as tread & riser.	\$650.00	1	\$650.00

* PREP CUT IN 600.

* PREP 200.
CUT IN

Item	Description	Unit Cost	Quantity	Line Total
C/O #5	Add - (2) 21"x 21"x 44" ht retaining wall columns at under deck propane tank area with (2) tenn stone 6"x 18" x 48" steps.	\$650.00	1	\$650.00
C/O #6	Add - Approx 65 lf typical retaining wall detail with step-up to slope at HVAC side of house and curved corner at rear. * Please Note: Does not include stairs or other embellishments including cap.	\$1,800.00	1	\$1,800.00
C/O #7	Add - Approx 155 lf of cap installation. Apply adhesive, cap to top course typical.	\$450.00	1	\$450.00
C/O #8	ADD - (2) Gutter existing downspouts to new discharge pipe to existing rear retaining wall drains.	\$450.00	1	\$450.00
C/O #9	ADD - Trench drain (approx 8 lf) at foot of existing stone steps from driveway to discharge piping (approx 120 lf) machine trenched parallel to fence run along outside edge of planting bed.	\$750.00	1	\$750.00
C/O #10	ADD - Ez Flow drainage piping (approx 50 lf) at existing rear retaining wall upper drain locations.	\$600.00	1	\$600.00
C/O #11	ADD - Gutters (3) existing down spouts to discharge lines to existing retaining wall drains. Install (3) new black plastic downspout to discharge fittings.	\$450.00	1	\$450.00
C/O #12	ADD - Equipment/general access grade cut at HVAC right side of house slope cut & simple grade work for rear equipment/machinery access. Rake blend to existing sloped sod grade.	\$450.00	1	\$450.00
C/O #13	ADD - Additional grade work at HVAC side of house "upper" half including retaining wall cut in prep with heavy burdened rocky substrate.	\$1,200.00	1	\$1,200.00
C/O #14	ADD - Additional grade work at HVAC side of house "lower" half including prep with heavy	\$1,350.00	1	\$1,350.00

* PREP WITH 400.

* PREP 300.

Item	Description	Unit Cost	Quantity	Line Total
	burdened rocky substrate, and regrading upper to lower section as required to blend. (1000 + 350)			
C/O #15	ADD - Garden detail with rock placements at HVAC side of house lower corner area.	\$250.00	1	\$250.00
C/O #16	ADD - Misc rock feature placements various locations at rear of house.	\$450.00	1	\$450.00
C/O #17	ADD - Regrade lower ramp at existing retaining wall side area as a result due to large rock placement at head.	\$200.00	1	\$200.00
C/O #18	ADD - Light grading of existing path at lower property area below garden location and spread #57 stone. (100 + 100)	\$200.00	1	\$200.00
			* PREP 100.	
C/O #19	ADD - Irrigation Install new digital controller in garage. Create (5) zone manifold with valves for (3) heads per. (15 Max) Basic set up with expansion capabilities to controller's max output. Install (1") Poly piping main supply lines to "funny pipe" jumpers to sprinkler heads. * Please Note: Testing & overall water pressure requirements would need to be confirmed to verify proper function as is, or assessed & discussed with owner accordingly. All other work that may become required is not included and would become additional costs above and beyond quote amount shown.	\$1,800.00	1	\$1,800.00
	Fuel reimbursement (per receipts) - machinery	\$280.00	1	\$280.00
Please Note:	Additional fuel reimbursement (per receipts) - machinery BUT NOW!	\$300.00	1	\$300.00

Terms**Note:**

Breakout amounts shown above have been calculated based on the complete scope of work shown as a package. Any adjustment, deletion or modification to total amount shown will result in an overall increase as overhead & profit margins are spread thru each inclusion listed. All line totals have been adjusted to include updated original scope of work costs, reimbursements & change orders (C/O) per Owners request.

Subtotal	\$26,730.00
Paid To Date	\$14,280.00
Balance Due	\$12,450.00

Original Agreement

\$4,000-Down Payment/Retainer shall be due upon agreement. (approx 7 days prior to start date)

\$5,000-Draw shall become due on 7.22.21.

\$5,000. Draw shall become due on 7.30.21

\$3,000. Draw shall become due on 8.6.21

\$1,700. Balance shall become due upon substantial completion.

PLEASE NOTE:

LINE ITEMS HIGHLIGHTED ABOVE ARE TOTALLED AT \$14,150.

* INCLUDED \$300. FUEL REIMBURSEMENT AND NOT \$280. NOTED ON DRAW

Revised Agreement

\$4,000. Down payment/Retainer <paid>

\$5000. Draw on balance <paid>

\$5280. Draw on balance <paid> (280 fuel reimb)

\$3500. Draw due upon agreement

\$3500. Draw shall become due on 8.19.21

\$3500. Draw shall become due on 8.26.21

\$1950. Balance due upon substantial completion. approx 7.2.21

* Owner furnished Materials/Supplies & Misc item monies and/or reimbursements shall be due upon request.

(300 fuel reimbursement shall be deducted from balance amount shown)

PAID TO DATE

BECAME DUE UPON AGREEMENT HEREIN SIGNED.

N/A DUE 40K!

CLARIFICATIONS

1. Quote shown is for Labor only.

2. All Materials/Supplies & required Equipment/Machinery/Fuel shall be furnished by Owner.

3. Unforeseen and/or unknown work that may arise upon work flow is not included and shall become costs due above and beyond quote shown and shall be done only per Owners change order (CO) request.

4. Painting, staining and/or finishing is not included.

5. All work not specifically shown above is excluded, including but not limited to:

Landscaping, plantings, grading other than shown, sod, topsoil, mulch, skidsteer track substrate disturbance/damage due to necessary work flow & overtime compensation due to delays caused by others.

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Exhibit B



URGENTMATTERS
bob.belle1@gmail.com
864.551.6422

Bob Belle
Greenville / Upstate
South Carolina 29687

INVOICE

Invoice Number 0129
PO Number Please Note: (Supersedes all previous quotes)
Invoice Date Fri July 9, 2021
Due Date Fri July 9, 2021
Balance Due \$8,000.00

Will Leach 864.219.1399
225 Josh Court
Greer, SC 29651
wleach313@hotmail.com

Item	Description	Unit Cost	Quantity	Line Total
Quote is for Labor only!	PRIVACY FENCE - Rear of House TuffRib "Galvalume" Panels 120lf + 14lf (leftside) 60lf (rightside) Tentative project start/completion dates: 7.9.21 thru 7.16.21 (approx duration) Please Note: Owner shall assume all responsibility and liability for all plat measurement requirements, grade work & other misc tasks performed thruout. [Weather and/or unforeseen circumstances beyond our control may cause schedule delays] Please Note: All materials/supplies & required machinery/ equipment/fuel shall be furnished by owner. * "Pricing shown" is approximate and for Owners budget purposes only.	\$7,500.00	1	\$7,500.00
1.	Lightly grade existing soil substrate at fence runs as prep for pier auger boring. *(Pricing shown includes sono, fasteners, misc)	\$900.00		
2.	Machine auger bore approx (32) qty of 10" pier holes to approx 36" depth and insert sono tubes per established run. *(Pricing shown includes "BobCat" skidsteer	\$850.00		

Item	Description	Unit Cost	Quantity	Line Total
	rental w/auger attachment)			
3.	Form approx 4" x 7" smooth curbs between piers as continuous run & install 1/2" rebar centered into pier. *(Pricing shown includes 3yds readymix concrete)	\$525.00		
4.	Pump fill by hose ready mix concrete at piers & curb. Finish smooth. *(Pricing shown includes pump equipment hire)	\$500.00		
5.	Backfill as required to create similar grade as existing.			
6.	Set & plumb 4"x6"x12'-0" ground contact pressure treated (PT) southern yellow pine (SYP) posts. *(Pricing shown includes "hand selected" premium grade)	\$1,650.00		
7.	Install vertical TuffRib panels along posts on continuous "Hat" trim bent metal stretchers installed on "Owners" post face. Rivet vertical overlays or with similar fastening method. *(Pricing shown includes stock color product locally fabricated)	\$3,500.00		
Quote is for Labor only!	STORMWATER CONTROL - New fence runs typical of above & existing rear retaining wall. (Basic prep & execution only. Single trench run.) Change Orders (CO) shall be required for all work not specifically listed below, per owners request, as additional costs not included herein. Please Note: All materials/supplies & required machinery/equipment/fuel shall be furnished by owner. * "Pricing shown" is approximate and for Owners	\$500.00	1	\$500.00

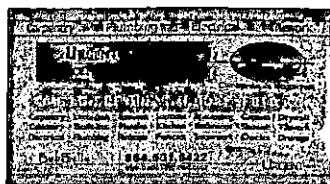
Item	Description	Unit Cost	Quantity	Line Total
	budget purposes only.			
1.	Machine trench required trough for 3" solid bell end drainage pipe parallel to fencing & "NDS" EZ-flow pipe at back side of existing retaining wall at rear. *(Pricing shown includes "Trencher" rental)	\$250.00		
2.	Install solid pipe & EZ-flow pipe and backfill as required and install branch assemblies and (1) gutter downspout discharge at left front corner of house to create similar grade to existing.	\$150.00		
3.	All discharge shall be exiting thru "auto open/close" end fittings. *(Pricing shown includes limited pipe & fittings)	\$100.00		

Terms

50% Due upon agreement. Balance shall become due upon substantial completion.
(Please make cash/checks payable to: Robert Belle)
THANK YOU!

Subtotal	\$8,000.00
Paid To Date	\$0.00
Balance Due	\$8,000.00

Exhibit A



URGENTMATTERS
 bob.belle1@gmail.com
 864.551.6422

Bob Belle
 Greenville / Upstate
 South Carolina 29687

QUOTE

Quote Number	129R (Addendum 1 - C/O's)	Will Leach 864.219.1399
PO Number	Please Note: (Supersedes all previous quotes)	225 Josh Court
Quote Date	Tue July 20, 2021	Greer, SC 29651
Valid Until	Tue July 20, 2021	wleach313@hotmail.com
Total	\$23,750.00	

Item	Description	Unit Cost	Quantity	Line Total
Quote is for Labor only!	PRIVACY FENCE - Rear of House TuffRib "Galvalume" Panels 120lf + 14lf (left side only)	\$6,000.00	1	\$6,000.00

Please Note:
 Owner shall assume all responsibility and liability
 for all plat measurement requirements, grade
 work & other misc tasks guidelines performed
 thruout.

[Weather and/or unforeseen circumstances
 beyond our control may cause schedule delays]

Please Note:
 All materials/supplies & required machinery/
 equipment/fuel shall be furnished by owner.

* "Pricing shown" is approximate and for Owners
 budget purposes only.

INCLUSIONS

- | | | |
|----|---|----------|
| 1. | Lightly grade existing soil substrate at fence runs
as prep for pier auger boring.

* (Pricing shown includes sono, fasteners, misc) | \$350.00 |
| 2. | Machine auger bore approx (32) qty of 10" pier
holes to approx 36" depth. and insert sono tubes
per established run. | \$850.00 |

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Item	Description	Unit Cost	Quantity	Line Total
	* (Pricing shown includes "BobCat" skidsteer rental w/auger attachment)			
3.	Install fiberglass or similar curb substrate (off shelf) between piers.	\$325.00		
4.	Pour bagged concrete mix into post holes and tamp firm. (4,000 psi Rapid Set) Water in as required to saturate properly.	\$200.00		
5.	Backfill as required to create similar grade as existing.			
6.	Set & plumb 4"x4"x10'-0" ground contact pressure treated (PT) southern yellow pine (SYP) posts. * (Pricing shown includes "hand selected" premium grade)	\$1,250.00		
7.	Install vertical TuffRib panels along posts on continuous "Hat" trim bent metal stretchers installed on "Owners" post face. Rivet vertical overlays or with similar fastening method. * (Pricing shown includes stock color product locally fabricated)	\$2,200.00		
Quote is for Labor only!	STORMWATER CONTROL - New fence run typical of above & existing rear retaining wall. (Basic prep & execution only) Double width trench run as required. Change Orders (CO) shall be required for all work not specifically listed below, per owners request, as additional costs not included herein. Please Note: All materials/supplies & required machinery/equipment/fuel shall be furnished by owner.	\$500.00	1	\$500.00

Item	Description	Unit Cost	Quantity	Line Total
	* "Pricing shown" is approximate and for Owners budget purposes only.			
1.	Machine trench required trough for 3" solid bell end drainage pipe parallel to fencing & "NDS" EZ-flow pipe at back side of existing retaining wall at rear.	\$250.00		
	* (Pricing shown includes "Trencher" rental)			
2.	Install solid pipe & EZ-flow pipe and backfill as required and install branch assemblies and (1) gutter downspout discharge at left front corner of house to create similar grade to existing.	\$150.00		
3.	All discharge shall be exiting thru "auto open/close" end fittings or similar.	\$100.00		
	* (Pricing shown includes limited pipe & fittings)			
ADDENDUM #1	CHANGE ORDERS (Labor Only)			
C/O #1	Grading Steep Sloped Yard - Rear of house grading, retainer wall cut-in prep, ramps, grade extension fill, under deck grading, planting area, raised bed 2x form assembly.	\$7,800.00	1	\$7,800.00
C/O #2	Stump Removal - Prep, cut & remove existing tree stump.	\$150.00	1	\$150.00
C/O #3	Stormwater Trench Drain - Install "NDS" trench drain at foot of stone steps to driveway & install gutter down spout pipe discharge. Attach to fence run (3") discharge piping exiting at base of grade slope.	\$450.00	1	\$450.00
C/O #4	French Drain - Install EZ-Flow piping at existing retaining wall	\$700.00	1	\$700.00

Item	Description	Unit Cost	Quantity	Line Total
	interior trenched perimeter. Connect to min (3) existing drain lines.			
C/O #5	Retaining Wall - Install new 3'-0" ht segmented block retaining wall on properly prepared base, drainage, gravel backfill (approx 90 lf) * Please Note: Does not include stairs or other embellishments other than basic cap installation detail.	\$3,000.00	1	\$3,000.00
C/O #6	Irrigation - Install new digital controller in garage. Create (5) zone manifold with valves for (3) heads per. (15 Max) Basic set up with expansion capabilities to controller's max output. Install (1") PVC piping main supply lines to "funny pipe" jumpers to sprinkler heads. * Please Note: Testing & overall water pressure requirements would need to be confirmed to verify proper function as is, or assessed & discussed with owner accordingly.	\$2,700.00	1	\$2,700.00
C/O #7	Gutter Dn Spouts - Trench (3) discharge lines to existing retaining wall french drain. Install (3) new "NDS" grate fittings.	\$450.00	1	\$450.00
C/O #8	Under House Access Door - Relocate existing exterior door & jamb to under deck side wall. Re-work siding with existing underdeck strips as required to blend. * Please Note: Possible concrete notch not included.	\$650.00	1	\$650.00

Item	Description	Unit Cost	Quantity	Line Total
C/O #9	Equipment/General Access Grade Cut - Right side of house slope cut & simple grade work for rear equipment/machinery access. Rake blend to existing sloped sod grade.	\$450.00	1	\$450.00
C/O #10	Propane Tank - Relocate existing propane tank to center of octagon support posts. Plumb new 1/2" copper flex as required.	\$325.00	1	\$325.00
C/O #11	Upper Deck Octagon - Install diagonal/square lattice onto existing 6x6 posts with 1x trim at butt joints.	\$575.00	1	\$575.00

Terms

\$4,000 Down Payment/Retainer shall be due upon agreement.
(approx 7 days prior to start date)

Subtotal \$23,750.00

Total \$23,750.00

\$7,000. Draw shall become due on 7.21.21.

\$5,000. Draw shall become due on 7.30.21

\$5,000. Draw shall become due on 7.6.21

\$2,750. Balance shall become due upon substantial completion.

* Owner furnished Materials/Supplies & Misc item monies and/or reimbursements shall be due upon request.

CLARIFICATIONS

1. Quote shown is for Labor only.

2. All Materials/Supplies & required Equipment/Machinery/Fuel shall be furnished by Owner.

3. Unforeseen and/or unknown work that may arise upon work flow is not included and shall become costs due above and beyond quote shown and shall be done only per Owners change order (CO) request.

4. Painting, staining and/or finishing is not included.

5. All work not specifically shown above is excluded, including but not limited to:

Landscaping, plantings, grading other than shown, sod, mulch, skidsteer track substrate disturbance/damage due to necessary work flow & overtime compensation due to delays caused by

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others.

Please Note:

Owner shall assume all "HOA" , permitting, septic grade over work, plat & all other requirements and/or liability responsibility.

Please make cash/checks payable to:

Robert Belle

Thank you Will for the opportunity to provide our services to you!

Exhibit D

Lot 41, Ridgecreek Estates

TMS 0618080104100

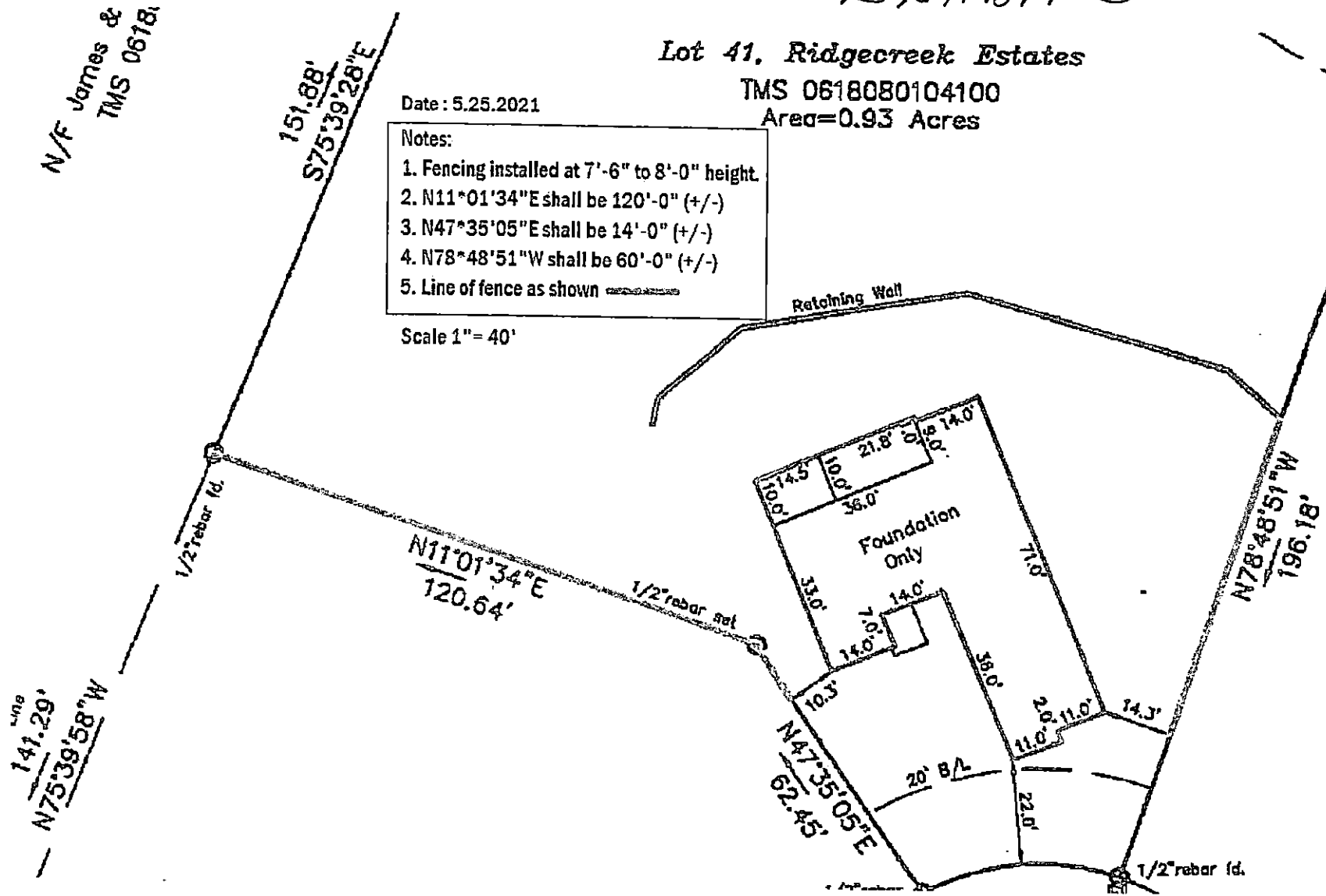
Area=0.93 Acres

Date: 5.25.2021

Notes:

1. Fencing installed at 7'-6" to 8'-0" height.
2. N11°01'34"E shall be 120'-0" (+/-)
3. N47°35'05"E shall be 14'-0" (+/-)
4. N78°48'51"W shall be 60'-0" (+/-)
5. Line of fence as shown

Scale 1" = 40'



N/F James &
TMS 06180

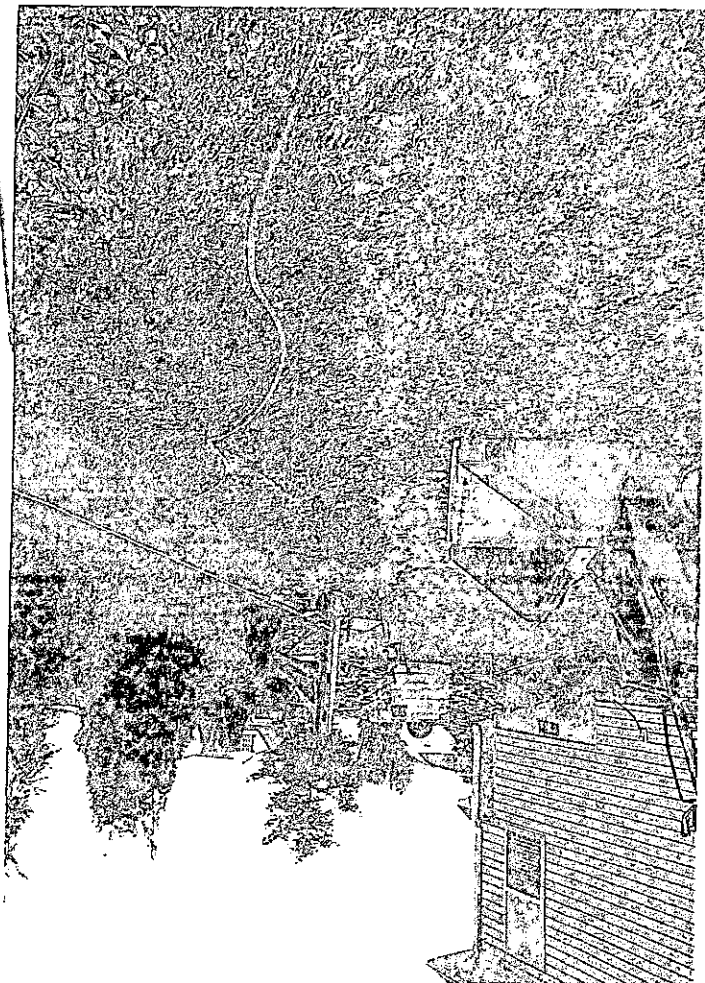
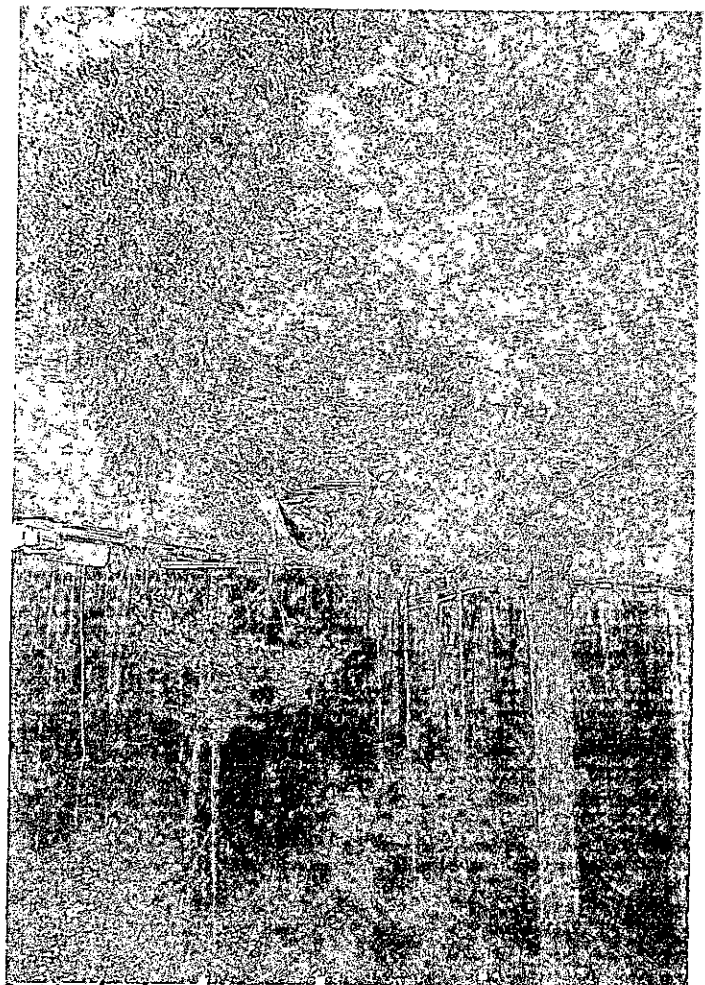
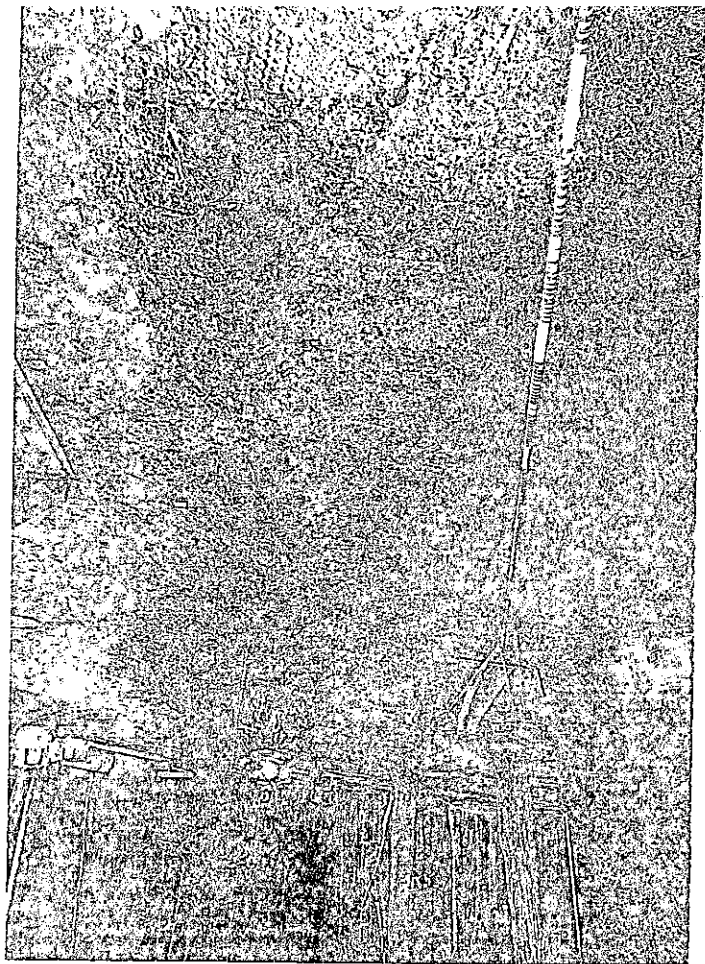
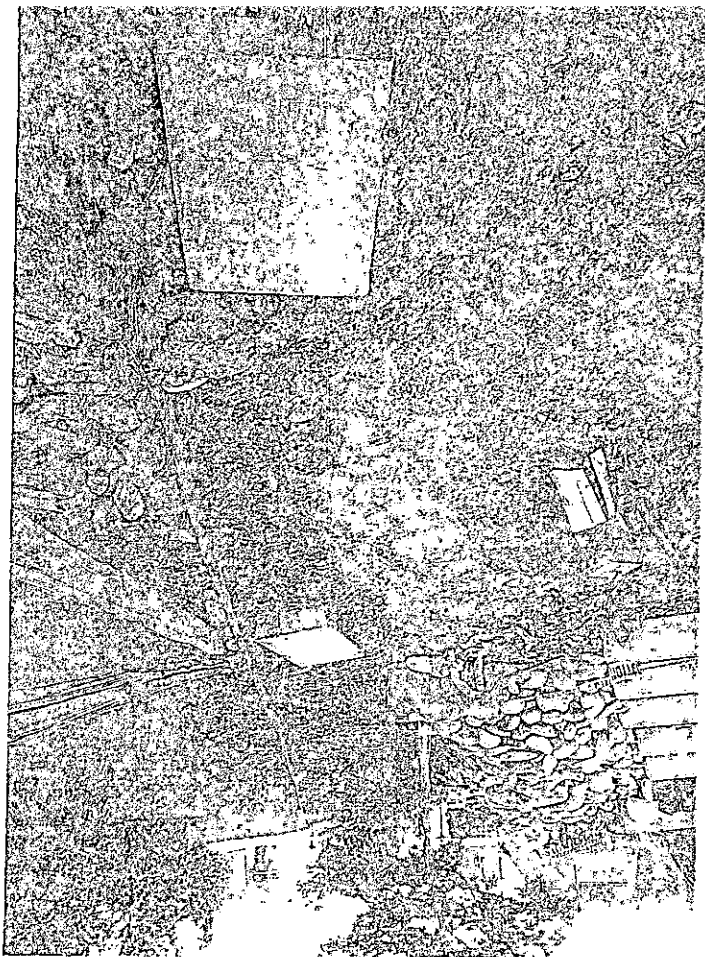


EXHIBIT E

N/F James &
TMS 0618

Lot 41, Ridgecreek Estates

TMS 0618080104100

Area=0.93 Acres

Date: 5.25.2021

Notes:

1. Fencing installed at 7'-6" to 8'-0" height.
2. N11°01'34" E shall be 120'-0" (+/-)
3. N47°35'05" E shall be 14'-0" (+/-)
4. N78°48'51" W shall be 60'-0" (+/-)
5. Line of fence as shown

Scale 1" = 40'

(C) PATHWAY
LOCATION

(B) DECK AREA ABOVE (GRADING BELOW)

(A) ORIGINAL
GARDEN AREA

(D) RAMP
Retaining Wall

(A) NEW GARDEN AREA

Foundation
Only

FRONT OF HOUSE
FACING STREET

1/2" rebar 1d.

141.29'

N75°39'58"W

151.88'

S75°39'28"E

120.64'

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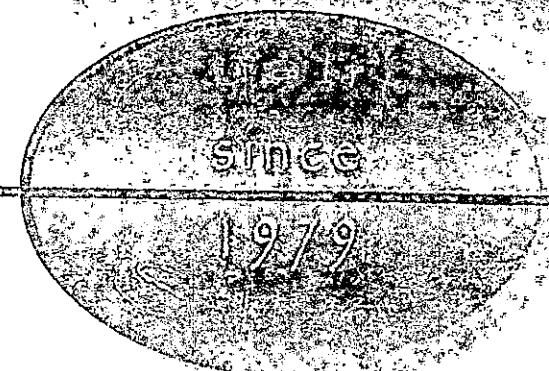
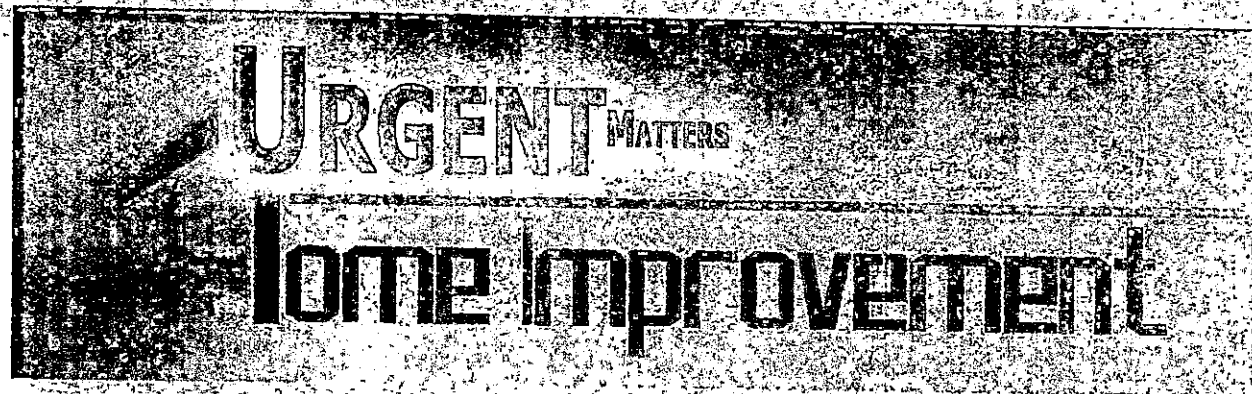
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SOCIETY DETAILS

We're in Charleston, South Carolina for a look at a restored townhome designed by John Dewberry, former quarterback at Georgia Tech. The historical home was completely reimaged to pay tribute to its past, incorporating many original details in its design. The result is a home that feels sophisticated but never precious, both inside and out.

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- Hi, I'm John Dewberry, developer, preservationist, and welcome to my home here in Charleston, South Carolina. It's a pre-revolutionary home first built in 1770. In about 2003, we decided that we would take the home back to 1770. Most everything was approved by myself before we actually put it in the home. So come on in, and let's take a look.

[CLASSICAL MUSIC]

Right off the foyer to your left, what most people refer to as their living room, we refer to it as our music and art room. We have a Steinway piano that was signed by Van Cliburn. And then we have many art pieces here-- some with color, but many charcoals because I like the minimalist value of those.

When we bought the home, it had actually been a grocery store for over 100 years; and people all over Charleston have these great stories about getting their first beer or stealing candy from Pete's. These were 14 foot floor to ceiling, so we raised the floor two feet here, had to change the windows and bring those up, went and got beveled glass from Germany, and rebuilt all of the fireplaces which was one of the toughest tasks. It gives a real strong nod to the era which this home is from.

In the main dining room, we made it a little bit more casual. This table, you can see, is from Brazil and looks like it's been beat up because it's old. You can be comfortable having pizza on this dining room table, or you can have caviar and champagne. I like a lot of presidents, but one of my favorite presidents is George Washington, and I have this unsigned Gilbert Stuart.

And then, of course, the two hunt boards on both sides of the room are actually both from the Revolutionary era that this home was built, as is this French wallpaper that is from the 1770s as well. The kitchen house was the biggest preservation project of the entire house which was an

enormous one in and of itself.

When I purchased the house, there was actually a second floor and in-law suite. I decided I wanted to make this one big enormous volume. If you look around, you'll see the different colors of stucco and brick. We did the same technology that they did back in the 1770s in terms of creating this tabby which is Portland cement and oyster shell.

You also see the hurricane rods. They're not just for show as you'll see in some folk's house, these are actually holding these walls up. We like to use each room in the house, and we certainly get a great deal of use out of the kitchen. We like to sit here and read by the fireplace, have the coffee with the dogs. We also wanted to make the island a place where we could commune, so you can see we have a long row here of eight chairs, or you can head outside to our Meeting Street courtyard and dine al fresco.

Now, we're in the Cypress Room, really probably my personal favorite in the entire house. I spend a lot of time here reading, smoking an occasional cigar. The walls in here are from the pre-revolutionary era. We're not exactly sure how old, but probably 250- to 300-year-old cypress wood.

I elected to peel the paint off of the wall and give it a flecked look. You'll see a lot of juxtaposition in this room of old and new. Of course, the 13-star flag as well as two 18th century leather chairs juxtaposed against a modern sofa, a modern ottoman. We spend most every night here before retiring to

the bedroom.

And this is our bedroom. And one of the many influences is from the Caribbean. And so this bed here is from Jamaica, and these two chairs here are campaign chairs from Barbados. In this room, unlike the Cyprus Room, we actually kept the paint intact and went over it with an antique white.

Through the French doors is our bathroom suite. We have a huge tub that I put in the middle of the room so I can lounge in there and open up the French doors and smoke a cigar. I was never formally trained, so I don't know what you're not supposed to do or supposed to do. So when the designers showed me two great 1950s minks chairs, I said, those are going in my bathroom.

[OLD-TIME MUSIC]

In a city as old as Charleston, it is clear that preservation is tantamount. So thanks for stopping by and allowing us to share our preserved pre-revolutionary home.

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