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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
Honorable Bentley Price, Circuit Court Judge

Appellate Case No. 2022-000867
Unpublished Opinion No. 2025-UP-273

Bittmint, LLC and Harbour Town Surf Shop, LLC, ... Respondents,

v.

Lynda H. Jonson, Charles S. Giannone, and Sea Pines Resort, LLC, ... Petitioners.

PETITIONERS' REPLY TO RESPONDENTS' RETURN TO PETITION FOR A WRIT OF CERTIORARI

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March 9, 2026
Charleston, South Carolina

Without addressing the arguments of Petitioners Lynda H. Jonson, Charles S. Giannone, and Sea Pines Resort, LLC's ("Sea Pines") (together, "Petitioners") as to the special considerations for granting a writ of certiorari, the Return of Respondent Bittmint, LLC's ("Bittmint" or "Respondent")[1] asserts in a conclusory fashion that there are no circumstances warranting this Court's review of the Court of Appeals decision in Unpublished Opinion No. 2025-UP-273, which was filed July 30, 2025 (the "Opinion").[2] As explained in the Petition for a Writ of Certiorari (the "Petition"), Respondents did not present evidence at trial that created a jury issue as to whether Sea Pines held the right of first refusal and whether it exercised it in a timely manner according to its terms. For this reason, the circuit court properly granted a directed verdict in favor of Petitioners.

In the Opinion, The Court of Appeals reversed, finding there was a disputed factual issue based primarily on the testimony of Bittmint's lawyer that "[t]here [we]re a number of issues presented by the exercise of the option, including a determination of exactly what rights Sea Pines has, if any, and how those rights are to be exercised." **(Opinion, p. 11)**. As explained in the Petition, in holding that this nonspecific testimony of the personal opinion of the single fact witness created a factual issue for determination by the jury in the face of the clear and unambiguous wording of the covenant provision[3] governing the right of first refusal and the uncontradicted proof

[1] References to Bittmint, LLC or Respondent(s) are intended to encompass both Respondents to the extent Harbour Town Surf Shop, LLC maintains it did not abandon its appeal at the Court of Appeals. See State v. Lindsey, 394 S.C. 354, 363, 714 S.E.2d 554, 558 (Ct. App. 2011) (explaining an issue is abandoned on appeal if not raised in a brief and supported by authority).

[2] Respondents fail to acknowledge that the grounds in Rule 242(b), SCACR are not exclusive. Specifically, this Court may grant certiorari when there are "special and important reasons". Rule 242(b), SCACR. In addition to the grounds stated in the Petition, another reason for granting certiorari here would be the costs associated with a retrial when there is no conflicting evidence or testimony on any material issue.

[3] Sea Pines possesses a right of first refusal for commercial property sold on Hilton Head Island, as established by real property covenants recorded in 1973 (the "1973 Covenants")

that Sea Pines exercised the right in compliance with the covenant's terms, the Opinion directly conflicts with the decisions of this Court that have articulated and applied the standard for directed verdicts.[4] In other words, this testimony is not contradictory evidence. It is simply a loose generalization by a lawyer that was not supported by the actual evidence. The second holding by the Court of Appeals was equally flawed. The right of first refusal required the right to be exercised within thirty (30) days of receipt of written notice of the proposed transaction's "price and terms." The only evidence at trial was that, in full recognition of Sea Pines' right of first refusal, *Bittmint's counsel* sent Sea Pines a request that it waive its right of first refusal and then provided the contract so that Sea Pines would have written notice of the price and terms of the proposed transaction. There is no proof that Sea Pines had knowledge of the price *and* the terms of the proposed sale until then. The only evidence is that Sea Pines exercised the right and closed on its purchase within fifteen (15) days of that written notice sent by Bittmint.

Respondent's Return to the Petition wanders through different aspects of the trial and raises numerous arguments and theories about the case that far exceed the scope of the Court of Appeals' Opinion and their prior arguments.[5] Nothing in the Return, creates a factual issue where none existed. Because the Opinion conflicts with the prior decisions of this Court and nothing in the

[4] "A directed verdict should be granted where the evidence raises no issue for the jury as to the defendant's liability." Guffey v. Columbia/Colleton Reg'l Hosp., Inc., 364 S.C. 158, 163, 612S.E.2d 695, 697 (2005). The Court "cannot ignore facts unfavorable to [the nonmoving] party and . . . must determine whether a verdict for the party opposing the motion would be reasonably possible under the facts." Bloom v. Ravoira, 339 S.C. 417, 423, 529 S.E.2d 710, 713 (2000) (quoting Hopson v. Clary, 321 S.C. 312, 314, 468 S.E.2d 305, 307 (Ct. App. 1996)). "On review, an appellate court will affirm the granting of a directed verdict in favor of the defendant when there is no evidence on any one element of the alleged cause of action." Fletcher v. Med. Univ. of S.C., 390 S.C. 458, 462, 702 S.E.2d 372, 374 (Ct. App. 2010) (citing Guffey, 364 S.C. at 163, 612 S.E.2d at 697).

[5] By way of example, on page 8 of the Return, Respondent asserts that "The 1973 Declaration does not describe with any specificity the real property that it purports to bind." **(Response, 8)**. This argument is not in the pleadings and was not advanced in the litigation. The entire case was litigated without any dispute as to whether the 1973 Declaration encumbers the Property. The argument is distraction from the fact that the proof at trial did not support Respondent's allegations.

Return changes that significant error, Petitioners ask this Court for a writ of certiorari and issue a ruling reversing the Court of Appeals and affirming the trial court.

ARGUMENTS

I. This Court should grant the Petition because there was no evidence at trial creating a jury issue as to the existence of Sea Pines' right of first refusal and the two pieces of evidence relied on by the Court of Appeals provide no basis for reversal. Nothing in Respondent's Return shows otherwise.

As they have done for the last nine years, Respondent fails to articulate any evidence supporting the contention that the existence of Sea Pines' right of first refusal is a factual issue for determination by a jury. Respondent's primary argument is that the proof that Petitioners held the right of first refusal that was offered during Respondent's case in chief was insufficient. This argument should be rejected for two important reasons.First, it is axiomatic that during the plaintiff's case in chief, the plaintiff must offer proof. That did not happen and the court was correct in granting the directed verdict on that basis.[6] The second is that Respondent's argument ignores that, even though Petitioners were not required to offer evidence disproving Respondent's allegation during Respondent's case in chief, the facts that were in evidence did just that.

Ironically, Respondent's attempt to diminish the evidence in support of Petitioners' right of first refusal by referring to it as a "verbal[7] claim to hold such a right." **(Return, 14).** As discussed herein, the only evidence cited by the Court of Appeals as sufficient proof that the directed verdict should be reversed was a nonspecific, casual verbal statement by a lawyer that he filed this lawsuit.

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[6] The right of first refusal is a legal right, and the existence of a party's legal right is not an issue of fact. See generally, Clarke v. Fine Hous., Inc., 438 S.C. 174, 180–81, 882 S.E.2d 763, 766–67 (2023) ("a right of first refusal restrains an owner's power of alienation to a degree by requiring the owner to offer the property first to the holder of the right."). Respondent, in the maze of arguments in the Return, even acknowledge that the existence of the right of first refusal constitutes a question of law. **(Return, p. 19)** ("the question of whether the right of first refusal . . . is legally valid and enforceable, **which is a question of law**") (emphasis in original) (bold added). Even without that concession, the evidence cited in the Opinion does not support any factual inferences regarding the existence of Sea Pines' right of first refusal and warrants certiorari.

[7] Respondent even acknowledges that Petitioners put forth documentary evidence. **(Return, 19)**.

As explained in the Petition and below, the evidence supporting the directed verdict was not simply testimony. There was uncontradicted documentary evidence as well.

Respondent asserts in the Return that requiring proof of their allegations during their case in chief would improperly require the plaintiff to disprove an affirmative defense. That argument is belied by the pleadings, wherein the plaintiff alleged that Sea Pines's right of first refusal was invalid and defendants denied that allegation. See e.g., **(R. p. 95)** (Respondent alleging in paragraph 30 the Second Amended Complaint that "Plaintiff alleges that the covenants and rights that the Resort relied upon are vague, void, and unenforceable."); see also, **(R. p. 109-127)** (Petitioners denying those allegations). The invalidity of the right of first refusal was Respondent's allegation. The allegation was denied. It was not an affirmative defense determined halfway through trial, as suggested by Respondent in the Return. See **(Return, 15-18)**. There is nothing in the record supporting such a contention. This backward logic, where the defense is required to disprove every single allegation made by the plaintiff, regardless of whether a plaintiff has submitted *any* proof of its allegations, is contrary to this Court's precedent and the reason certiorari should be granted.

Respondent's position that the plaintiff did not have the burden of proof during trial, is inconsistent with well-established law. Further, it is worth taking a moment to remind the Court that the Court of Appeals did not find that Petitioners (the defendants) had the burden to disprove Respondent's (the plaintiff) allegations. Instead, the Court of Appeal decided the Respondent had presented sufficient evidence to avoid a directed verdict. The Court of Appeals relied on two pieces of evidence: (1) Mogil's testimony and communications with Sea Pines' attorney, Fraser **(R. pp. 935:18-939:19)** and (2) Mogil's testimony regarding a letter he sent to Lynda Johnson's attorney.[8]

[8] Petitioners Lynda Johnson and Charles Giannone were the sellers in the disputed transaction.

(Opinion, p. 11).[9] Even at face value, this evidence did not warrant the reversal of a directed verdict because it provides no factual issue for jury resolution.

Mogil's testimony concerning his communications with Fraser, merely shows Fraser sent multiple sets of Covenants, including the 1973 Covenants to Mogil. **(R. pp. 935:18-939:19)**. After reviewing the materials, Mogil testified that "I didn't agree with Mr. Frazier and then I filed what's called a lis pendens**," (R. p. 947:18-20)**, and "I looked at everything that Mr. Frazier referenced me to, I just didn't agree." **(R. p. 948:1-4)**. He gave no indication that he affirmatively disagreed or had any basis to disagree. It is elemental that a lawyer's filing, such as a lis pendens, is not *evidence* of a fact, much less evidence that alone creates a jury question. That rationale is contrary to settled precedent of this Court that jury issues depend on the evidence at trial and are not created by the pleadings or other filings in a case.[10] Our courts have never enforced such backward "trial by allegation" approach.[11]

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[9] Respondent tries to dismiss Petitioners' focus on Mr. Mogil's testimony as a "red herring", however, even a cursory reading of the Opinion shows that this is ***the only*** evidence the Court of Appeals used to support their mistaken contention that a reasonable inference existed as to the existence of the right of first refusal. Further, Respondent is talking out of both sides of its mouth. It agrees the validity of the right of first refusal is a legal issue and at the same time suggests that a factual witness that offered no opinion as to the validity or invalidity of the right of first refusal is sufficient to over come a directed verdict because he testifies he filed a lawsuit.

[10] Certiorari is particularly warranted where, as here, the decision below conflicts with controlling precedent of this Court. Rule 242(b)(3), SCACR. The Opinion conflicts with leagues of prior decisions that require evidence to create a factual issue for the jury, rather than simply speculation or the raising of a question without supporting proof of a party's position. That familiar and important precedent is summarized in the Petition on pages 8-9.

[11] The onus of proving a breach of contract (and its other claims) lies with Respondent. Sterling Development Co. v. Collins, 309 S.C. 237, 421 S.E.2d 402, 404 (1992). Further, breach of contract is an "essential element" to a claim for interference with a contractual relationship. State Farm Life Ins. Co. v. Murphy, 260 F. Supp. 3d 497, 503 (D.S.C. 2017). Moreover, a cause of action for tortious interference with a contract requires an intentional procurement of its breach and the absence of justification. See Broach v. Carter, 732 S.E.2d 185, 189, 399 S.C. 434. 443 (Ct. App. 2012) (reversing verdict for tortious interference with a contract because the defendant was justified in his actions). At trial, there was no evidence that Sea Pines was unjustified in accepting Bittmint's invitation to exercise its right of first refusal. In other words, the trial court's decision to grant the motion for a directed verdict as to claims for breach of contract and intentional interference with a contractual relationship were proper because Bittmint failed to prove a breach of the Contract for Sale or that Sea Pines was unjustified in exercising its right of first refusal at the invitation of Bittmint. This is true of all causes of action.

Similarly, Mogil's letter to Sellers' attorney was not evidence that Sea Pines lacked the right of first refusal. Rather, in that letter, Mogil merely conveyed that he was investigating the issue and could only speculate or theorize as to "exactly what rights Sea Pines has". **(Resp'ts' Trial Ex. 24, R. p. 1169)**.[12] These statements, even when viewed together and in the most favorable light, fail to demonstrate any affirmative conflicting testimony that Sea Pines did not validly possess the right of first refusal.

Further, as a lay witness, Mogil was expressly prohibited from testifying as to his opinion regarding the applicability or existence of the right of first refusal.[13] Watson v. Ford Motor Co.,389 S.C. 434, 446, 699 S.E.2d 169, 175 (2010) ("a lay witness may only testify as to matters within his personal knowledge and may not offer opinion testimony which requires special knowledge, skill, experience, or training."). Mogil never came close to doing so—and was forbidden—to testify about the applicability of Sea Pines' right of first refusal. The closest Mogil came to opining on the enforceability or applicability of the 1973 Covenants occurred during proffered testimony outside the jury's presence**, (R. pp. 943:21-944:24)**, when he stated that he filed the lis pendens because "I [Mogil] didn't feel like they were controlled by this[.]" **(R. p. 944:23-24)**. The court excluded this testimony from evidence. **(R. p. 946:8-21)**. In other words, Respondent failed to

[12] Respondent repeatedly references Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC, 374 S.C. 483, 490, 649 S.E.2d 494, 498 (Ct. App. 2007) in their Return. That case states that courts are not required to submit "speculative, theoretical, or hypothetical views" to the jury. Id. 374 S.C. at 490, 649 S.E.2d at 498.

[13] Prior to Mogil's testimony rendered at trail, Mr. Mogil swore under oath that he would not "discuss the enforceability or applicability of the covenants" at trial. **(R. pp. 945:22-946:21)**. Petitioners even preemptively objected to Mogil offering any opinions concerning the enforceability or applicability of the 1973 Covenants before he testified. **(R. pp. 920:20-921:3)**. When Bittmint nevertheless attempted to elicit Mogil's opinion on whether the 1973 Covenants applied to the Property, the trial court sustained the Petitioners' prompt objection and unequivocally ruled: "**Well, he's not an expert, so he can't give his opinion**." **(R. pp. 939:20-940: 16) (bold added)**. Mogil complied with this ruling, offering no opinion on the issues of the 1973 Covenants' enforceability or applicability, even when Respondent's trial counsel repeatedly attempted to elicit such testimony despite the court's exclusion of such opinions and the sustained objections. (**R. p. 920:16-25; p. 921:1-3; p. 939:20-940:16; p. 945:22-946:21; p. 960:18-961:1**).

provide any substantive evidence at trial beyond the allegations in its complaint. The Complaint and the statement, (drafted and testified to by Mogil, respectively), stated generally that Respondent disagreed with Sea Pines' claim as to the right of first refusal. See generally, **(R. pp. 95-96)**. As previously indicated, if statements of that type were sufficient to defeat a directed verdict, no directed verdict could ever be granted, and allegations in the pleadings alone could defeat a motion for a directed verdict.

Therefore, because the Opinion mistakenly relied on the testimony that failed to establish any inference regarding the existence of Sea Pines' right of first refusal, and because Respondent failed to articulate any ground for the affirmation of the Opinion, this Court should grant certiorari, reverse the Court of Appeals, and reinstate the trial court's directed verdict.

II. The only evidence at trial validated Sea Pines' claim to the right of first refusal.

Respondent asserts that Petitioners' arguments would "wrongly require the Court to presume as a matter of fact and law that the Resort holds (*habendum*) [the right of first refusal]." **(Return, p. 20)**. Not so! As explained in detail above, Respondent made the allegation and was required to put forth proof. However, despite the unusual paradime pushed by Respondent (wherein the defendant in a case has the burden to disprove the plaintiff's allegations), It's worth nothing that there was considerable evidence at trial supporting Peitioners' case.

Over the course of a three-day trial, Respondent fully presented its case. **(R. 763:19-1030:11)**.[14] Respondent's Return seems to imply two main points: (1) Petitioners and the circuit court "[i]gnor[ed] reams of testimony and exhibits" when determining the existence of Sea Pines'

[14] It is ironic that Respondent contends the directed verdict was premature by characterizing the trial as only being mid-way to completion. What is significant is that the "half" that was completed was the *Respondent's* case in chief. Respondent was required to carry its burden of proof before the close of its case. It cannot depend on the proof that might have been offered by Petitioners to create an issue of fact, which is what it is implying.

right of first refusal, and the only evidence proffered by Petitioners to prove the existence of Sea Pines' right of first refusal was Sea Pines waiver form and; (2) the testimony regarding the source of Sea Pines' right of first refusal amounted to "inconsistent and confused answers". **(Return, pp. 14, 17)**. However, these statements find no support in the Record and the only evidence at trial validated Sea Pines' claim to the right of first refusal.

As to Respondent's first point, Respondent wrongly suggests that the that the waiver form was the only evidence of Petitioners' right of first refusal at trial. **(Return, p. 19)**. In fact, there was ample evidence to support a directed verdict, some proffered and elicited by Petitioners and some by Respondent. This evidence includes but is not limited to the 1973 Covenants and the testimony of the witnesses. The witnesses at trial confirmed that they and the community around Sea Pines were aware of the existence of Sea Pines' right of first refusal. **(R. 928:1-10)** (noting the real estate community was aware of Sea Pines' right of first refusal and Sea Pines' waiver form). Further, Bittmint's members, Bitton and Mintz, both testified that they knew Sea Pines held the right of first refusal and had previously sought Sea Pines' waiver of this right when purchasing a neighboring property. **(R. pp. 811:7-812:23; p. 813:11-18; p. 911:10-20)**. Bitton and Mintz's knowledge was confirmed by Lynda Johnson, one of the sellers in the disputed transaction, who stated the right of first refusal was always part of her negotiations with Bitton, and Mintz. **(R. p. 860: 18-21)** ("They wouldn't have been in a bidding war, **we all knew that because Sea Pines had first right of refusal**, so we had to come up with a number . . .") (bold added).

As to Respondent's second point, Respondent incorrectly states that Sea Pines' witnesses gave inconsistent answers regarding the source of the right of first refusal. Sea Pines' witnesses, Robert Bender and Steve Birdwell, both understood that the right originated in the same set of covenants. **(R. p. 848: 8-12)** (noting Bender, an employee of Sea Pines since 1993, stated "I know

that the resort has the option to exercise the right of first refusal . . .. My understanding, it comes from the covenants of Sea Pines."); **(R. p. 967: 16-19)** (noting Birdwell understood "our right of first refusal is documented in several different . . . legal documents and the right is spelled out in several different sets of covenants."). Notably, Mr. Fraser did not testify at trial, but even his emails with Mogil, which were put in evidence by Respondent, cited the 1973 Covenants as the source of the right of first refusal. **(R. pp. 935:18-939:19)**. None of the answers were inconsistent or wavering.

Therefore, because the evidence at trial only proved that Sea Pines possessed the right of first refusal and because Respondent failed to proffer any substantive evidence to refute the right's existence, this Court should grant the Petition.

III. This Court should grant the Petition because the evidence presented at trial showed that the 1973 Covenants unambiguously required notice of both "price and terms" to trigger Sea Pines' thirty-day period to exercise its right of first refusal, and Sea Pines exercised its right within that period.

In defending the decision by the Court of Appeals, Respondent claims that "[t]he 1973 Declaration is ambiguous and internally conflicting on what might be required to exercise the purported preemptive right. Yet a reasonable jury could have found that notice of the offer price is the trigger." **(Return, 21)**. Respondent did not allege any ambiguity in the pleadings. In fact, Respondent's allegations suggest that what might be required to exercise the preemptive right is clear and allegedly did not happen. See **(R. p. 94)** (Paragraph 31 of the Amended Complaint stating that ". . . if there were covenants and rights pertaining to a right to purchase, an averment that is expressly denied, the procedures that were followed to exercise said alleged right, with respect to the subject Property were not proper."). So why change horses in mid-stream?

The Court of Appeals held that Respondent produced evidence that "created more than one reasonable inference as to whether [Sea Pines] exercised its purported right of first refusal" within

thirty (30) days. **(Opinion, p. 12)**. That decision is totally inconsistent with the plain language of the right of first refusal. Further, it is inconsistent with the principle that courts will enforce, as a matter of law, unambiguous agreements and will not manufacture an ambiguity where none exists. See generally, Ellis v. Taylor, 449 S.E.2d 487, 488, 316 S.C. 245, 248 (1994) (Construction of an agreement is a matter of contract law and when an agreement is plain and unambiguous the court's will enforce the terms regardless of the agreement's wisdom or folly.)

To be sure, the Court of Appeals did not find the right of first refusal was ambiguous. Therefore, it stands to reason the Court of Appeals believed it was unambiguous but found there was evidence of a violation. A close look at the evidence at trial shows there was no such reasonable inference, and the directed verdict was proper.

i. The 1973 Covenants required written notice of both price and terms to trigger the thirty-day period.

Respondent asserts that the plain language of the 1973 Covenants required only notice of the transaction's "price" to trigger Sea Pines' thirty-day period. **(Return, pp. 21-22)**. However, a plain reading of the 1973 Covenants does not support this claim.

The relevant provision of the 1973 Covenants states that "the said Company shall have thirty (30) days within which to exercise its option to purchase said property" and further provides that "should the Company fail or refuse, ***within thirty (30) days after receipt of written notice of the price and terms,*** to exercise its options to purchase said property at the offered price, then the owner of said property shall have the right to sell said property". **(R. p. 1105 at § 19)** (double emphasis added). The plain language requires written notice of both the "price and terms" to trigger the thirty (30) day period.[15]

[15] Notably, "[t]he cardinal rule of contract interpretation is to ascertain and give legal effect to the parties' intentions as determined by the contract language." Schulmeyer v. State Farm Fire & Cas. Co., 353 S.C. 491, 495, 579 S.E.2d 132, 134 (2003). "If the contract's language is clear and unambiguous, the language alone determines the contract's

As stated in the Petition, the terms for the purchase and sale of a real estate contract are likely to (and did here) have provisions governing elements such as contingencies, financing, and property condition requirements among other provisions that would materially affect the transaction. Likely recognizing that price alone would be insufficient for the holder to understand the contractual terms that would have to be matched, the drafter of the 1973 Covenants required notice of both price and terms to trigger the thirty (30) day exercise window.

Respondent wrongly asserts that the Opinion correctly found a jury could have concluded that a nonbinding letter of intent satisfies the written notification of "price and terms" required by the 1973 Covenants, even when the nonbinding letter of intent provides that additional terms are forthcoming. **(Opinion, p. 12)**; **(Return, pp. 22-23); (R. p. 1050)** ("The parties expressly and specifically agree that until a full form Contract of Sale, incorporating these terms and with other terms and conditions which are standard for sale of retail commercial space on Hilton Head Island is executed, the transaction is non binding.") see also, **(R. p. 863:6-9)** (Johnson stating "They brought me the letter. It was nonbinding . . . and my brother never looked at it, so I didn't think that much of it.").

Consistent with the nonbinding nature of the letter of intent, there are material differences between the terms of it and the Contract for Sale. **(Compare R. pp. 1150 and 1153)**. The letter, which was not received by Sea Pines and was only signed by one of the sellers, merely outlines the anticipated purchase price without stating the material terms that would be essential for a holder of a right of first refusal to evaluate whether to exercise its right. **(R. p. 1150**). By contrast, the Contract for Sale is an agreement signed by both Sellers and contains specific payment provisions,

force and effect." Id. Here, the 1973 Covenants clearly call for notice of price and terms. By ignoring this law, the Opinion is inconsistent with well-established precedent from this Court.

including a detailed payment structure that required the deposit of minimal earnest money and made Purchaser's obligation to close contingent on being able to finance a large portion of the purchase price. **(R. p. 1151, §§ 2-3)**.

Given the substantial differences in material terms, the preliminary, non-binding letter of intent signed by only one Seller could not have constituted the "written notice of the price and terms" required to trigger Sea Pines' thirty-day exercise period under the right of first refusal.

ii. Sea Pines exercised its right within thirty (30) days of receiving written notice of the price and terms.

Respondent does not seem to assert the exercise of the right was untimely, other than the argument that the deadline was triggered well before there was any contract or agreed upon terms for the sale. Having discussed that argument above, it is still worth noting that the evidence entered at trial showed that Sea Pines did not receive the terms of the parties' agreement until April 17, 2017, and that Sea Pines exercised its right fifteen (15) days later on May 2, 2017. No factual dispute existed for the jury to resolve as to whether Sea Pines timely exercised its right of first refusal, and the circuit court properly granted directed verdict on this issue. See also **(Pet., 14-17).**

CONCLUSION

For the foregoing reasons, and the reasons stated in the Petition, Petitioners respectfully request that this Court **GRANT** its Petition for a Writ of Certiorari.

Respectfully submitted.

s/ John P. Linton, Jr.
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