THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

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OCT 12 2026
SC Court of Appeals

S. Bryan Doby, Circuit Court Judge

Appellate Case No. 2026-000197

Grand Bay, L.L.C., ... Respondent,

vs.

Burgess Brogdon Building Supply and
Subsidiary and Burgess-Brogdon, L.L.C., ... Appellants.

RECORD ON APPEAL

Dwight C. Moore
Moore Law Form, L.L.C.
26 North Main Street
Sumter, South Carolina 29150
Telephone (803) 778-6520
Fax (803) 775-6365
Email: moorelawfirm@ftc-i.net
Attorney for Appellant

Willie H. Brunson, Esquire
Brunson Law Firm, LLC
425 North Main Street
Sumter, South Carolina 20150
Telephone (803) 774-3444
Fax (803) 774-3448
Email: wbrunson@thebrunonlawfirm.com
Attorney for Respondents

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Fax (803) 774-3448
Email: wbrunson@thebrunonlawfirm.com
Attorney for Respondents

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ELECTRONICALLY FILED - 2026 Jan 20 9:19 AM - SUMTER - COMMON PLEAS - CASE#2025CP4301626

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Sumter
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP4301626

Burgess Brogdon Building Supply And Subsidiary et al
PLAINTIFF(S)

Grand Bay, L.L.C.
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

On January 13, 2026, an in-person hearing was held on Plaintiff's Motion for Appeal from a magistrate court hearing and ruling. Judge Doby heard arguments from both parties and took the matter under advisement.

After careful review of the motion and arguments presented, the Plaintiff did not present to this court any exception that allows this circuit court to set aside or reverse the lower court ruling. Plaintiff offered no errors of law, and this court finds that no ground or grounds on which to reverse the factual findings or legal conclusions of the magistrate. Therefore, the Plaintiff's Motion for Appeal is DENIED, and the lower court ruling is affirmed.

ORDER INFORMATION

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

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/18/2026 .

Sumter County Magistrate Court
Grand Bay, L.L.C.

RECEIVED
Jan 23 2026
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2026 Jan 20 9:19 AM - SUMTER - COMMON PLEAS - CASE#2025CP4301626

Court Reporter:

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

ELECTRONICALLY FILED - 2026 Jan 20 9:19 AM - SUMTER - COMMON PLEAS - CASE#2025CP4301626

Sumter Common Pleas

Case Caption: Burgess Brogdon Building Supply And Subsidiary , plaintiff, et al VS Grand Bay, L.L.C.

Case Number: 2025CP4301626

Type: Order/Electronic Form 4

So Ordered

S. Bryan Doby, Circuit Court Judge, No. 2784

Willie H. Brunson, Esq.
Attorney and Counselor at Law

BRUNSON
LAW FIRM, LLC

wbrunson@thebrunsonlawfirm.com

Telephone: (803) 774-3444
Facsimile: (803) 774-3448

June 29, 2023

VIA USPS CERTIFIED MAIL
Burgess Brogdon Building Supply & Subsidiary, Lessee and
Burgess-Brogdon, LLC, Lessee
220 Dingle Street
Sumter, SC 29150

VIA USPS CERTIFIED MAIL
Robert A. Burgess, III, Lessee
2751 Creek Side Drive
Sumter, SC 29150

VIA USPS CERTIFIED MAIL
Eugene K. Weston, Jr., Lessee and Registered Agent
505 West Hampton Avenue
Sumter, SC 29150

Re: Default of Lease: Rental Address: 220 Dingle Street, Sumter, SC

Dear Sir/Madam:

Please be advised that I have been retained by Grand Bay LLC in order to represent their interests regarding the above referenced matter.

Also be advised that your lease with Grand Bay, LLC is now terminated for nonpayment of rent. You must vacate the property within thirty (30) days of the date of this letter, that date being July 31, 2023. A copy of the lease is enclosed for your consideration.

Should you have any questions or concerns regarding this correspondence, do not hesitate to call my office to schedule a teleconference.

Sincerely,

WHB

Willie H. Brunson

WHB/ern

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 24th day of May 2022

BETWEEN:

Grand Bay LLC "on behalf of Bruno Raschio" of 3401 NW 82nd Ave, Doral, FL 33122, USA

Telephone: (786) 441-5994

(the "Landlord")

OF THE FIRST PART

- AND -

Burgess Brogdon Building Supply & Subsidiary of 220 Dingle St, Sumter, SC 29150, USA

Telephone: (803) 840-4649

(the "Tenant")

OF THE SECOND PART

- AND -

Burgess-Brogdon, LLC of 220 Dingle St, Sumter, SC 29150, USA

Telephone: (803) 840-4649

(the "Tenant")

- AND -

Robert A Burgess III of 2751 Creek Side Dr, Sumter, SC 29150, USA

Telephone: (803) 840-4649

(the "Guarantor")

- AND -

Eugene K Weston, Jr of 505 W Hampton Avenue, Sumter, SC 29150

Telephone: (803) 840-4649

(the "Guarantor")

OF THE THIRD PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

   a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease.

   b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion.

   c. "Lands" means the land legally described as: Map 227-04, Block 3;

   d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

   e. "Premises" means the industrial premises at 220 Dingle St. Sumter, SC 29150, USA and comprises a Leasable Area of 26,608.00 square feet.

   f. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the industrial premises municipally described as 220 Dingle St. Sumter, SC 29150, USA (the "Premises") and comprises a Leasable Area of 26,608.00 square feet.

3. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

4. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

Term

6. The term of the Lease commences at 12:00 noon on July 5, 2022 and ends at 12:00 noon on July 5, 2027 (the "Term").

7. Notwithstanding that the Term commences on July 5, 2022, the Tenant is entitled to possession of the Premises at 12:00 noon on May 20, 2022.

8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of $ 4,933.48 plus the prorated portion of the property taxes, payable per month, for the Premises (the "Base Rent"), without setoff, abatement, or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

10. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 3401 NW 82nd Ave, Doral, FL 33122, USA, or at such other place as the Landlord may later designate.

11. The Tenant will be charged an additional amount of 5.00% of the Base Rent for any late payment of Base Rent.

12. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.

13. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

14. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, the Tenant will pay Taxes, Water, Electricity, Internet, etc.

15. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Landlord's Estimate

16. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of

Additional Rent. the Landlord will compute the actual amount of such item of Additional Rent. and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent. as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case. any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest. provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Guarantees

17. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.

18. The Guarantor's obligations remain fully effective even if this Lease is disclaimed. the Landlord gives the Tenant extra time to comply with any obligation. the Landlord previously waives a default of the Tenant under this Lease. or the Landlord does not insist on strict compliance with the Lease's terms.

Use and Occupation

19. The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes. bylaws. rules. and regulations of any federal, state. municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

21. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute. including any subordinate legislation. which is in force now or in the future and taking into account any amendment or reenactment. or any government department. local authority. other public

or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

22. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

23. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

24. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

31. If the Landlord reenters the Premises or terminates this Lease, then:

a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease:

h. the Tenant will pay to the Landlord on demand:

i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later:

ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:

i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

32. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Landlord Chattels

33. The Landlord will not supply any chattels.

Pages 9, 10 missing

Governing Law

44. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

45. If there is a conflict between any provision of this Lease and the applicable legislation of the State of South Carolina (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

46. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.

47. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.

48. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.

49. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.

50. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

51. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

52. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

53. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

54. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

55. The Tenant will not engage in any illegal trade or activity on or about the Premises.

56. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

57. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

Rules and Regulations

58. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

59. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

60. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

61. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

62. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

63. Time is of the essence in this Lease.

64. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 11th day of July, 2022

Grand Bay LLC (Landlord)

(Witness)

Per: _____ (SEAL)

(Witness)

Burgess Brogdon Building Supply & Subsidiary (Tenant)

(Witness)

Per: _____ (SEAL)

Robert A Burgess III

(Guarantor/Surety)

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REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT ("Option") is made and entered into on 05/24/2022

BETWEEN:

Bruno Raschio of 3401 NW 82nd Avenue, Suite 232, Doral, FL 33122
Telephone: (786) 441-5994, Fax: 305-805-4778

(the "Seller/Landlord")

OF THE FIRST PART

- AND –

Burgess Brogdon Building Supply & Subsidiary of 220 Dingle St, Sumter, SC 29150, USA

- AND –

Burgess-Brogdon, LLC of 220 Dingle St, Sumter, SC 29150, USA

(Collectively and individually the "Buyer/Tenant")

OF THE SECOND PART

WHEREAS Seller/Landlord is the fee owner of certain real property being, lying and located at 220 Dingle St, Sumter, SC 29150 (the "Property"). NOW, THEREFORE, for and in consideration of the covenants and obligations contained on the LEASE AGREEMENT ("the Lease Agreement") signed between the parties and dated this same date of 05/24/2022 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/Landlord hereby grants to Buyer/Tenant an exclusive option and the privilege of purchasing property at any time during the term of the Lease Agreement or any extension thereof. The Buyer/Tenant shall notify the Seller/Landlord in writing of the exercise of this option at least ten

(10) days prior to the expiration of the initial term of this Lease or the expiration of any extension thereof. by mail to the last-provided address of Seller/Landlord.
The parties hereto hereby agree as follows:

Seller/Landlord grants to Buyer/Tenant an option to purchase the leased property, together with all buildings and improvements on said real property, on terms and conditions as follow:

i. **Should the tenant/buyer choose to exercise this purchase option, the tenant/buyer will be responsible for all closing costs.**

ii. The Buyer/Tenant agrees to pay for said property the net price of **$493,348.00**

iii. **The Buyer/Tenant may exercise the purchase option after 2 years of payments.**

iv. The property shall also include all land. together with all improvements thereon. all appurtenant rights. privileges. and easements.

v. The Seller/Landlord shall convey marketable title to the property with the above-described inclusions. by good and sufficient General Warranty Deed in fee simple absolute. on or before closing: said title to be free. clear. and unencumbered except existing mortgages restrictions and easements of record. if any. Title to be conveyed to the Buyer/Tenant and/or assigns.

The Option will be exercised by mailing or delivering written notice to the Seller/Landlord prior to the expiration of this Option. Notice. if mailed will be by certified mail. postage prepaid. to the Seller/Landlord at the following address: **Bruno Raschio, 3401** NW 82nd Avenue. Suite 232. Doral. FL 33122: (786) 441-5994 and will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.

The Buyer/Tenant may not assign any rights under this Option separately from all of the Buyer/Tenant's other rights under this Lease. No assignment may be made without the Seller/Landlord's prior written consent.

The Seller/Landlord warrants to the Buyer/Tenant that the Seller/Landlord is the legal owner of the Premises and has the legal right to sell the Premises under the terms and conditions of this Lease.

If the Option is exercised. the following provisions will be applicable:

a. The Buyer/Tenant will take title to the Premises subject to any of the following exceptions (the "Permitted Exceptions"):

i. real estate taxes not yet due at the time of closing.

ii. covenants. conditions. zoning laws and ordinances. reservations. rights. public and private easements then on record. if any: and

iii. liens or encumbrances involving an ascertainable amount that will be paid off or removed by the Seller/Landlord upon the closing of this purchase.

b. Unless otherwise extended by other terms of this Lease, the closing will be held within the latter of 90 calendar days from exercise of the Option or the removal of any exceptions, outside of the Permitted Exceptions, to the title by the Seller/Landlord.

c. Rents, real estate taxes and other expenses of the Premises will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Buyer/Tenant.

d. The Parties acknowledge that the availability of financing and purchase costs cannot be guaranteed. The Parties agree that these items will not be conditions of performance of this Lease or this Option and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.

e. No later than 30 days from the exercise of this Option, the Seller/Landlord will provide the Buyer/Tenant the following documents (the "Seller Disclosure"):

i. a property condition disclosure signed and dated by the Seller/Landlord.

ii. a commitment for the policy of title insurance: and

iii. written notice of any claims and/or conditions known to the Seller/Landlord relating to environmental problems or building or zoning code violations.

The Buyer/Tenant has 45 days from the date of receipt of the Seller Disclosure to examine the title to the Premises and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 45 days. If the Buyer/Tenant objects to any exceptions to the title, the Seller/Landlord will use all due diligence to remove such exceptions at the Seller/Landlord's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed all rights and obligations under this Option may, at the election of the Buyer/Tenant, terminate and end unless the Buyer/Tenant elects to purchase the Premises subject to such exceptions.

Upon the completion of the closing, all rights and obligations under the Lease (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on _____

Bruno Raschio (SELLER/LANDLORD)

_____

TENANTS/BUYERS

_____

Burgess Brogdon Building Supply & Subsidiary
Robert A Burgess, III

STATE OF SOUTH CAROLINA **COUNTY OF SUMTER**	**IN THE MAGISTRATE COURT** **Civil Case No.: 2023-CV-43-10103666**
Grand Bay LLC, 3401 NW 82nd Avenue Doral, FL 33122, **Plaintiff,** vs. **Burgess Brogdon Building Supply and Subsidiary Burgess-Brogdon LLC,** 220 Dingle Street Sumter. SC 29150, **Defendants.**	**DEFENDANTS' RETURN TO RULE TO VACATE OR SHOW CAUSE (EVICTION)** **Asserting Counterclaim** (Jury Trial Requested)

RECEIVED
IN
SUMMARY COURT
190 CANAL ST.
SUMTER COUNTY
SOUTH CAROLINA
DATE 8/18/23
TIME 12:50pm

Defendants Burgess Brogdon Building Supply and Subsidiary Burgess-Brogdon LLC, by and through their undersigned counsel, hereby makes an appearance, submits their Return to the Rule to Vacate or Show Cause (Eviction) and Application for Ejectment (Eviction) filed by Plaintiff Grand Bay LLC on August 8, 2023, and respectfully shows as follows:

1. The Defendants were served with the Rule to Show Cause and Plaintiff's Application for Ejectment and other documents, including a fourteen-page Commercial Lease Agreement dated the 24th day of May 2022 between the Plaintiff, Grand Bay LLC "on behalf of Bruno Raschio," the "Landlord" of the First Part, and the Defendants, Burgess Brogdon Building Supply & Subsidiary Burgess-Brogdon, LLC, the "Tenant", of the Second Part. The subject of the Commercial Lease Agreement is property described as industrial premises located at 220 Dingle Street, Sumter, SC 29150, Map Number 227-04, Block 3.

2. Not included in or referred to by the documents served upon the Defendants is that certain Real Estate Purchase Option Agreement made and entered into on May 24, 2022,

between Bruno Raschio, the "Seller/Landlord", of the First Part, and Burgess Brogdon Building Supply & Subsidiary Burgess-Brogdon, LLC, Collectively and individually, the "Buyer/Tenant", of the Second Part (hereinafter referred to as the "Option Agreement"). The Option Agreement was executed by the parties at the same time as the Lease Agreement, which was incorporated in the Option Agreement by reference, and the Option Agreement was appended to the Lease Agreement.

3. The introductory paragraph of the Option Agreement established the subject of the Option Agreement as the same property in the Lease Agreement, described in Item 1 above, and goes on to recite, in pertinent part, as follows:

> NOW, THEREFORE, for and in consideration of the covenants and obligations contained on the LEASE AGREEMENT ("the Lease Agreement" signed between the parties and dated this same date of 05/24/2022, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/Landlord hereby grants to Buyer/Tenant an exclusive option and the privilege of purchasing property at any time during the term of the Lease Agreement or any extension thereof. …

(Option Agreement, P. 1)

The Lease Agreement provides that the Tenant will pay a base rent of $4,933.48 plus the prorated portion of the property taxes, payable per month. *(Lease Agreement, Rent, P. 3, ¶9)*

(Real Estate Purchase Option Agreement dated 05/24/2022, Defendants' Exhibit #1)

4. By virtue of the Commercial Lease Agreement dated May 24, 2022, under which the agreed-upon payments were made and the Real Estate Purchase Option Agreement dated May 24, 2022, made part and parcel of the Commercial Lease Agreement, the Defendants have acquired equity in the subject property and hereby assert their claim to their interest in title to the real property at issue, Counterclaim for damages on account of this litigation, and demand a jury trial..

5. The Defendants contend that this Court is without jurisdiction to entertain this case because no magistrate shall have cognizance of a civil action when the title to real property shall come into question. *S. C. Code Ann. §22-3-20 (1976)*

WHEREFORE, having appeared and made a Return to the Rule To Vacate or Shaw Cause, the Defendants pray that this Court issue its Order dismissing the Plaintiff's Application for Ejectment for lack of jurisdiction.

MOORE LAW FIRM, L.L.C.

Dwight C. Moore, S. C. Bar No. 63008
26 North Main Street
Post Office Box 1229
Sumter, South Carolina 29151-1229
Telephone (803) 778-6520
Fax (803) 775-6365
Email: moorelawfirm@ftc-i.net
Attorney for Defendants

Sumter, South Carolina
August 18, 2023

DEFENDANT EXHIBIT #1
PENGAD-Bayonne, N. J.
24/163

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT ("Option") is made and entered into on **05/24/2022**

BETWEEN:

Bruno Raschio of 3401 NW 82nd Avenue, Suite 232, Doral, FL 33122
Telephone: (786) 441-5994, Fax: 305-805-4778

(the "Seller/Landlord")

OF THE FIRST PART

- AND –

Burgess Brogdon Building Supply & Subsidiary of 220 Dingle St, Sumter, SC 29150, USA

- AND –

Burgess-Brogdon, LLC of 220 Dingle St, Sumter, SC 29150, USA

(Collectively and individually the "Buyer/Tenant")

OF THE SECOND PART

WHEREAS Seller/Landlord is the fee owner of certain real property being, lying and located at **220 Dingle St, Sumter, SC 29150** (the "Property"). NOW, THEREFORE, for and in consideration of the covenants and obligations contained on the LEASE AGREEMENT ("the Lease Agreement") signed between the parties and dated this same date of 05/24/2022 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/Landlord hereby grants to Buyer/Tenant an exclusive option and the privilege of purchasing property at any time during the term of the Lease Agreement or any extension thereof. The Buyer/Tenant shall notify the Seller/Landlord in writing of the exercise of this option at least ten

(10) days prior to the expiration of the initial term of this Lease or the expiration of any extension thereof. by mail to the last-provided address of Seller/Landlord.
The parties hereto hereby agree as follows:

Seller/Landlord grants to Buyer/Tenant an option to purchase the leased property, together with all buildings and improvements on said real property, on terms and conditions as follow:

i. **Should the tenant/buyer choose to exercise this purchase option, the tenant/buyer will be responsible for all closing costs.**

ii. The Buyer/Tenant agrees to pay for said property the net price of **$493,348.00**

iii. **The Buyer/Tenant may exercise the purchase option after 2 years of payments.**

iv. The property shall also include all land. together with all improvements thereon. all appurtenant rights. privileges. and easements.

v. The Seller/Landlord shall convey marketable title to the property with the above-described inclusions. by good and sufficient General Warranty Deed in fee simple absolute. on or before closing: said title to be free. clear. and unencumbered except existing mortgages restrictions and easements of record. if any. Title to be conveyed to the Buyer/Tenant and/or assigns.

The Option will be exercised by mailing or delivering written notice to the Seller/Landlord prior to the expiration of this Option. Notice. if mailed will be by certified mail. postage prepaid. to the Seller/Landlord at the following address: **Bruno Raschio, 3401** NW 82nd Avenue. Suite 232. Doral. FL 33122: (786) 441-5994 and will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.

The Buyer/Tenant may not assign any rights under this Option separately from all of the Buyer/Tenant's other rights under this Lease. No assignment may be made without the Seller/Landlord's prior written consent.

The Seller/Landlord warrants to the Buyer/Tenant that the Seller/Landlord is the legal owner of the Premises and has the legal right to sell the Premises under the terms and conditions of this Lease.

If the Option is exercised. the following provisions will be applicable:

a. The Buyer/Tenant will take title to the Premises subject to any of the following exceptions (the "Permitted Exceptions"):

i. real estate taxes not yet due at the time of closing.

ii. covenants. conditions. zoning laws and ordinances. reservations. rights. public and private easements then on record. if any: and

iii. liens or encumbrances involving an ascertainable amount that will be paid off or removed by the Seller/Landlord upon the closing of this purchase.

b. Unless otherwise extended by other terms of this Lease, the closing will be held within the latter of 90 calendar days from exercise of the Option or the removal of any exceptions, outside of the Permitted Exceptions, to the title by the Seller/Landlord.

c. Rents, real estate taxes and other expenses of the Premises will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Buyer/Tenant.

d. The Parties acknowledge that the availability of financing and purchase costs cannot be guaranteed. The Parties agree that these items will not be conditions of performance of this Lease or this Option and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.

e. No later than 30 days from the exercise of this Option, the Seller/Landlord will provide the Buyer/Tenant the following documents (the "Seller Disclosure"):

i. a property condition disclosure signed and dated by the Seller/Landlord.

ii. a commitment for the policy of title insurance: and

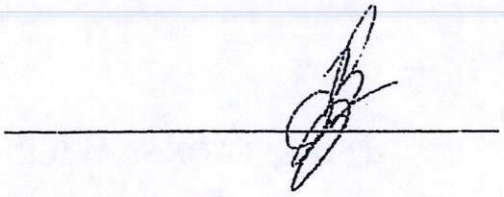
iii. written notice of any claims and/or conditions known to the Seller/Landlord relating to environmental problems or building or zoning code violations.

The Buyer/Tenant has 45 days from the date of receipt of the Seller Disclosure to examine the title to the Premises and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 45 days. If the Buyer/Tenant objects to any exceptions to the title, the Seller/Landlord will use all due diligence to remove such exceptions at the Seller/Landlord's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed all rights and obligations under this Option may, at the election of the Buyer/Tenant, terminate and end unless the Buyer/Tenant elects to purchase the Premises subject to such exceptions.

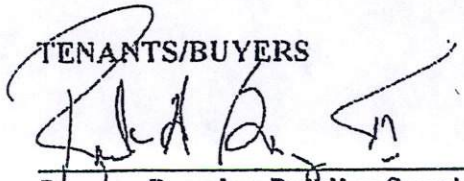
Upon the completion of the closing, all rights and obligations under the Lease (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on _____

Bruno Raschio (SELLER/LANDLORD)



TENANTS/BUYERS



Burgess Brogdon Building Supply & Subsidiary
Robert A Burgess, III

STATE OF SOUTH CAROLINA	
	IN THE MAGISTRATE COURT
COUNTY OF SUMTER	
	Civil Case No..: 2023-CV-43-10103666
Grand Bay LLC 3401 NW 82nd Avenue Doral, FL 33122, **Plaintiff,**	
vs.	**AFFIDAVIT OF SERVICE**
Burgess Brogdon Building Supply and Subsidiary Burgess-Brogdon LLC 220 Dingle Street Sumter. SC 29150, **Defendants.**	

Personally appeared Daisy M. Moore, an employee of the Moore Law Firm, L.L.C., who being first duly sworn, deposes and says that she served the Defendants' Return to Rule To Vacate or Show Cause in the above-referenced case upon the Plaintiff on August 18, 2023, by delivering a copy thereof to its attorney of record and leaving the same at the following address:

Willie H. Brunson, Esquire
Brunson Law Firm, LLC
425 North Main Street
Sumter, SC 29150

Affiant states further that she is above the age of eighteen years and that she has no interest in the within litigation.

Daisy M. Moore
Daisy M. Moore

Sworn to before me this
18th day of August 2023

Dwight C. Moore
Notary Public for South Carolina
My commission expires 07/27/2030.

IN THE SUMMARY COURT

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

CASE NO. 2023-CV-43-1011366

190 EAST CANAL STREET
SUMTER, SOUTH CAROLINA 29150

Grand Bay LLC

PLAINTIFF

VS

Burgess Brogdon Building Supply

DEFENDANT

JUDGMENT

PLAINTIFF DID / DID NOT APPEAR IN COURT.
DEFENDANT DID / DID NOT APPEAR IN COURT.

THE ISSUES IN THIS ACTION WERE TRIED IN THE SUMMARY COURT BEFORE JUDGE Yand ON Sept 12 20 23; AT WHICH TIME, A VERDICT FOR THE PLAINTIFF / DEFENDANT WAS RENDERED AS STATED BELOW:

( ) $_____ IN ADDITION TO COURT COST OF $ _____.

( ) $_____ TO INCLUDE COURT COSTS.

( ) OTHER RELIEF AS STATED BELOW:

Bond in the amt of $9,866.96 to be paid to the court by Oct 5, 2023. Payment will be late on Oct 11, 2023 and the writ will be issued on that date.

AND IT IS SO ORDERED!

9/12/23
DATE

Kimberly V. Yand
SUMMARY COURT JUDGE

STATE OF SOUTH CAROLINA)
COUNTY OF SUMTER)

GRAND BAY L.L.C,

Plaintiff,

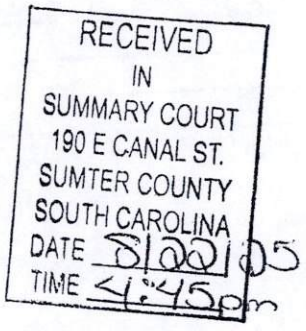
vs.

BURGESS BROGDON BUILDING SUPPLY & SUBSIDIARY & BURGESS BROGDON, L.L.C.,

Defendant.

FOR THE THIRD MAGISTRATE COURT
CIVIL ACTION NO.: 2023CV4310103666

ORDER



This matter came before me on August 14, 2025, pursuant to a motion hearing brought by Burgess Brogdon Building Supply & Subsidiary of Burgess Brogdon L.L.C. (Burgess Brogdon). Burgess Brogdon's motion was filed after the plaintiff, Grand Bay L.L.C. (Grand Bay), obtained a writ of ejectment in its eviction action against Burgess Brogdon due to its failure to make bond payments pending jury trial as previously ordered by the Sumter County Summary Court. Burgess Brogdon's motion was contained in a second answer/return to rule to vacate or show cause. This return, which was largely identical to its initial answer and responsive pleading to the eviction, required this court to hold a motion hearing as Burgess Brogdon alleged the Sumter County Summary Court did not have subject matter jurisdiction over the case. Present at the time of hearing was plaintiff's attorney, Willie H. Brunson, along with defense counsel, Dwight C. Moore. Eugene K. Weston, who is one of the officers of Burgess Brogdon Building Supply, was also present for the hearing.

After reviewing the pleadings, documents presented, arguments of counsel, and the applicable case and statutory laws of this State, I make the following findings of fact and conclusions of law:

BKB

This commercial eviction action was filed by Grand Bay, LLC (Grand Bay) against Burgess Brogdon for an alleged failure to pay rent. There were two different agreements signed by Burgess Brogdon, both on May 24, 2022. The first agreement (Agreement #1) was a commercial lease executed between Grand Bay, L.L.C., "on behalf of Bruno Raschio", of 3401 NW 82nd Ave, Doral, Florida, and Burgess Brogdon Building Supply & Subsidiary of 220 Dingle Street, Sumter S.C., and Burgess Brogdon, L.L.C. of 220 Dingle Street, Sumter, SC. Robert A. Burgess III and Eugene K. Weston, Jr are listed as guarantors pursuant to this lease agreement. The second agreement, a Real Estate Purchase Option Agreement (Agreement #2), was signed by Bruno Raschio **individually** and Burgess Brogdon Building Supply & Subsidiary of 220 Dingle St., Sumter, S.C., and Burgess Brogdon, L.L.C. of 220 Dingle St, Sumter S.C. There were no guarantors to this agreement. The current action was filed on August 8, 2023 by Grand Bay due to alleged unpaid rent by Burgess Brogdon in the amount of $4,933.38 pursuant to Agreement #1. The application for ejectment also alleges past due unpaid taxes. The lease agreement was filed with the pleadings as an exhibit. The application for ejectment does not reference the real estate purchase option agreement (Agreement #2).

Burgess Brogdon filed an answer and return with counterclaim and requested a trial by jury. Burgess Brogdon's answer does not specifically **admit or deny** the allegations of past due rent or unpaid taxes. Burgess Brogdon's answer does not reference the lease agreement, (Agreement #1). The return only references the option agreement (Agreement #2) executed by Bruno Raschio and Burgess Brogdon. The answer asserts that "by virtue of the Commercial Lease Agreement dated May 24, 2022, under which the agreed upon payments were made and the Real Estate Purchase Option Agreement dated May 24, 2022, made part and parcel of the Commercial Lease Agreement, the Defendants have acquired equity in the subject property and hereby assert

their claim to their interest in title to the real property at issue, counterclaim for damages on account of this litigation, and demand a jury trial." Paragraph 5 of Burgess Brogdon's answer contends that the Summary Court is "without jurisdiction to entertain this case because no magistrate shall have cognizance of a civil action when the title to real property comes into question."

Due to Burgess Brogdon's jury trial request, the parties appeared before Judge Kimberly Land on September 12, 2023 for a hearing establishing the initial bond pursuant to South Carolina Law. Judge Land's order determined the initial bond payments and its due date. The order states that "bond is set at $9,866.96 to be paid to the court by October 5, 2023. Payment will be late on October 11, 2023, and the writ will be issued on that date." Judge Land's order is attached to this order and incorporated herein by reference.[1] Judge Land's order does not address future bond payments or does it reflect any further legal argument regarding subject matter jurisdiction. According to this court's records, Burgess Brogdon paid the bond as ordered by Judge Land until June of 2025. Due to nonpayment for June and July, Grand Bay independently applied for a Writ of Ejectment on July 23, 2025, and it was summarily issued by Judge Roger Richardson.[2] After the writ of ejectment was served, Burgess Brogdon filed its second return identical to its first and reiterated its jurisdictional challenge.

Burgess Brogdon argued that the Judge Richardson's summary issuance of a writ of ejectment was improper. Burgess Brogdon correctly stated that the language in the Order only referred to one bond payment. Burgess Brogdon argued that that because Judge Land's Order did not address future bond payments, they were legally entitled to an additional notice, affidavit of default, or right to cure before Grand Bay sought its writ of ejectment. Defense counsel was not

[1] The recent hearing was conducted by me as Judge Land resigned her position as a Sumter County Magistrate in December 2024.

[2] This hearing was originally scheduled to be heard by Judge Richardson as he issued the writ of ejectment, but was heard by me due to an alleged conflict of interest.

specific as to what type of notice was required or expected. Burgess Brogdon asserted this argument despite making monthly bond payments for almost two years while this case remained on the jury trial roster. This court believes this first argument is without merit. Sections 27-37-150 and 155 of the South Carolina Code address jury trials and bond payments in ejectment actions. Those statutes require any tenant in a commercial lease to make all payments as they become due and do not require any further notice from a landlord before a landlord seeks a writ of ejectment. As it is undisputed that bond payments were not posted with this court for the months of June and July, this court was required as a matter of law to issue a writ of ejectment.

The court has also considered the subject matter jurisdiction argument raised by Burgess Brogdon in both of its returns. During the motion hearing, Burgess Brogdon did not explain to this court how it arrived at its argument, but simply reiterated the statement in the pleadings. In order to address the jurisdictional question, both agreements provided were reviewed. The court notes initially that the contracting parties were not identical in both agreements. Looking at the agreements in the light most favorable to Burgess Brogdon, there is no evidence that Burgess Brogdon properly exercised the option agreement. To exercise the option required Burgess Brogdon to mail a written notice to the seller prior to the expiration of the option per page 2. There is nothing filed with the Court indicating such a mailing occurred. Additionally, Page 2, paragraph 2, Subsection iii in Defendant's Exhibit I, states in bold type: **"The Buyer/Tenant may exercise the purchase option after 2 years of payments."** As the alleged default in payments occurred less than two years from the execution of the agreement, along with Mr. Brunson's notice to the Defendants terminating the lease, it appears Burgess Brogdon likely forfeited the opportunity to exercise the option. Additionally, no argument was made at the motion hearing addressing this provision in the option and is therefore waived. The court further notes that the alleged past due

rent was not denied in Burgess Brogdon's original answer/return. Simply stated, it appears the option was not exercised by Burgess Brogdon by failure to comply with the option's terms. As the option was not exercised, this court has jurisdiction as the commercial lease between the parties is within the purview of the Summary Court.

Accordingly, Defendant's Motion that the Court lacks jurisdiction is denied. Reliance on the pleadings alone is not enough, and the fact that large sums of money have paid in bond payments does not in and of itself create an equitable interest. Defendants did not properly exercise the option according to the plain language contained in Defendant's exhibit.

Accordingly, **IT IS ORDERED**, that the Defendant's Motion that the Court lacks jurisdiction is denied. The Court Hereby issues a new Writ of Ejectment. The Defendants have 24 hours to voluntarily vacate the premises located at 220 Dingle Street after service of the writ of ejectment. In the event of an appeal to the Circuit Court, a new appeal bond hearing shall be held.

AND IT IS SO ORDERED!

The Honorable B. Keith Griffin
Summary Court Judge, Sumter County

Sumter, South Carolina
August 21, 2025

In any trial before the magistrate in an ejectment case either with or without jury the landlord may be designated as plaintiff and the tenant as defendant.

HISTORY: 1962 Code Section 41-107; 1952 Code Section 41-107; 1946 (44) 2584.

SECTION 27-37-80. Jury trial.

Either landlord or tenant may demand trial by jury. In such case a jury shall be summoned and a jury trial had as in any other civil case. Upon the testimony offered, under instructions by the magistrate as to the law, the jury shall find for either the landlord or tenant as in any other civil case.

HISTORY: 1962 Code Section 41-108; 1952 Code Section 41-108; 1946 (44) 2584.

SECTION 27-37-90. New trial.

When a jury is had in an ejectment case the magistrate may grant a new trial as in any other civil case.

HISTORY: 1962 Code Section 41-109; 1952 Code Section 41-109; 1946 (44) 2584.

SECTION 27-37-100. Effect of verdict for plaintiff.

If the verdict be for the plaintiff the magistrate shall within five days issue a writ of ejectment and the tenant shall be ejected by the constable or special constable or the sheriff of the county.

HISTORY: 1962 Code Section 41-110; 1952 Code Section 41-110; 1946 (44) 2584.

SECTION 27-37-110. Effect of verdict for defendant.

If the verdict be for the defendant then the tenant shall remain in possession until (a) the termination of his tenancy by agreement or operation of law, (b) failure or neglect to pay rent or (c) ejected in another proceeding under this chapter or by the judgment of a court of competent jurisdiction.

HISTORY: 1962 Code Section 41-111; 1952 Code Section 41-111; 1946 (44) 2584.

SECTION 27-37-120. Appeal.

Either party may appeal in an ejectment case and such appeal shall be heard and determined as other appeals in civil cases from the magistrate's court.

HISTORY: 1962 Code Section 41-112; 1952 Code 41-112; 1946 (44) 2584.

SECTION 27-37-130. Bond required to stay ejectment on appeal.

An appeal in an ejectment case will not stay ejectment unless at the time of appealing the tenant shall give an appeal bond as in other civil cases for an amount to be fixed by the magistrate and conditioned for the payment of all costs and damages which the landlord may sustain thereby. In the event the tenant shall fail to file the bond herein required within five days after service of the notice of appeal such appeal shall be dismissed by the trial magistrate.

HISTORY: 1962 Code Section 41-113; 1952 Code Section 41-113; 1946 (44) 2584; 1950 (46) 2305.

SECTION 27-37-140. Action of tenant wrongfully dispossessed.

In case any tenant is wrongfully dispossessed he may have an action for damages against the landlord.

HISTORY: 1962 Code Section 41-114; 1952 Code Section 41-114; 1946 (44) 2584.

SECTION 27-37-150. Accrual of rent after institution of proceedings.

After the commencement of ejectment proceedings by the issuance of a rule to vacate or to show cause as herein provided, the rental for the use and occupancy of the premises involved shall continue to accrue so long as the tenant remains in possession of the premises, at the same rate as prevailed immediately prior to the issuance of such rule, and the tenant shall be liable for the payment of such rental, the collection of which may be enforced by distress as herein provided with respect to other rents. But the acceptance by the landlord of any rent, whether it shall have accrued at the time of issuing such rule or shall subsequently accrue, shall not operate as a waiver of the landlord's right to insist upon ejectment, nor as a renewal or extension of the tenancy, but the rights of the parties as they existed at the time of the issuance of the rule shall control.

HISTORY: 1962 Code Section 41-115; 1952 Code Section 41-115; 1950 (46) 2305.

SECTION 27-37-155. Commercial lease contract claims and counterclaims.

(A) In any action involving a commercial lease where the landlord sues for possession and the tenant raises defenses or counterclaims pursuant to this chapter or the lease agreement:

(1) the tenant is required to pay the landlord all rent which becomes due after the issuance of a written rule requiring the tenant to vacate or show cause as rent becomes due and the landlord is required to provide the tenant with a written receipt for each payment except when the tenant pays by check; and

(2) the tenant is required to pay the landlord all rent allegedly owed prior to the issuance of the rule; provided, however, that in lieu of the payment the tenant may be allowed to submit to the court a receipt and cancelled check, or both, indicating that payment has been made to the landlord.

(B)(1) In the event a jury trial is requested and upon motion of either party or upon his own motion, the magistrate may order that the commercial lease ejectment case be heard at the next term of court following the tenant's appearance.

(2) In the event that the amount of rent is in controversy, the court shall preliminarily determine the amount of rent to be paid to the landlord.

(3) If the tenant appears in response to the rule and alleges that rent due as provided by Section 27-37-150 and this section has been paid, the court shall determine the issue. If the tenant has failed to comply with Section 27-37-150 and this section, the court shall issue a warrant of ejectment and the landlord must be placed in full possession of the premises by the sheriff, deputy, or constable.

(4) If the amount of rent due is determined at final adjudication to be less than alleged by the landlord, decision must be entered for the tenant if the court determines that the tenant has complied fully with the provisions of Section 27-37-150, this section, and the lease agreement.

(5) If the court orders that the tenant pay all rent due and accruing as of and during the pendency of the action as provided by Section 27-37-150 and this section, the order may require the payments to be made (a) directly to the commercial landlord or to the clerk of court, to be held until final disposition of the case, or (b) through the magistrate's office. If payments are to be made through the magistrate's office, a fee of three percent of the rental payment must be added to the amount paid through the office and the fee of three percent shall be retained in the collecting magistrate's office to defray the costs of collection. If the tenant fails to make a payment as provided in Section 27-37-150 and this section, the tenant's failure to comply entitles the landlord to execution of the judgment for possession and, upon application of the landlord, the magistrate shall issue a warrant of ejectment and the landlord must be placed in full possession of the premises by the sheriff, deputy, or constable.

HISTORY: 2006 Act No. 361, Section 1, eff June 9, 2006.

SECTION 27-37-160. Execution of writ of ejectment.

In executing a writ of ejectment, the constable or deputy sheriff shall proceed to the premises, present to the occupants a copy of the writ and give the occupants twenty-four hours to vacate voluntarily. If the occupants refuse to vacate within twenty-four hours or the premises appear unoccupied, the constable or deputy sheriff shall announce his identity and purpose. If necessary, the deputy sheriff, but not a constable, may then enter the premises by force, using the least destructive means possible, in order to effectuate the ejectment. If the premises appear to be occupied and the occupant does not respond, the constable or deputy sheriff shall leave a copy of the writ taped or stapled at each corner and attached at the top of either the front or back door or in the most conspicuous place. Twenty-four hours following the posting of the writ, if the occupants have not vacated the premises voluntarily, the deputy sheriff, but not a constable, may then enter the premises by force, using the least destructive means possible, in order to effectuate the ejectment. Discretion may be exercised by the constable or deputy sheriff in granting a delay in the dispossession of ill or elderly tenants.

HISTORY: 1986 Act No. 336, Section 3; 1994 Act No. 465, Section 1.

Legislative Services Agency
http://www.scstatehouse.gov

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

RECEIVED IN SUMMARY COURT 190 E CANAL ST. SUMTER COUNTY SOUTH CAROLINA DATE 8-8-23 TIME 2:23pm

2023CV4310103666
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Grand Bay LLC
3401 Nw 82Nd Avenue
Doral, FL 33122

Phone: (736) 441-5994

PLAINTIFF(S)

Vs
Burgess Brogdon Building Supply And Subsidiary **Burgess-Brogdon LLC**
220 Dingle St
Sumter, SC 29150

Phone:

DEFENDANT(S)

TO Burgess Brogdon Building Supply And Subsidiary Burgess-Brogdon LLC : Grand Bay LLC is asking this Court to evict you from the property located at because they claim that:

- ☒ You have failed to pay rent when due or demanded in the amount of $4,993.38.
- ☐ The terms of your tenancy or occupancy have ended.
- ☐ You have violated the terms or conditions of your lease by:

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

Sumter Magistrate Court
190 E. Canal Street
Post Office Box 1428
Sumter, SC 29151-1428
(803) 436-2280

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

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

08/08/2023 **Judge, Sumter Magistrate Court**

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Burgess Brogdon Building Supply And Subsidiary Burgess-Brogdon Llc on the following dates/times:

DATE	TIME	INITIALS
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

DATE OF SERVICE **TIME OF SERVICE** _____

SETTLED/DATE _____ **VACANT/DATE**

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT

_____

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

_____ _____
NOTARY PUBLIC OR JUDGE **SIGNATURE OF SERVER**

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

_____ MAGISTRATE'S CLERK

2023CV4310103666
CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE'S COURT

COUNTY OF SUMTER

GRAND BAY LLC
3401 NW 82nd Avenue
Doral, FL 33122
736-441-5994

PLAINTIFF(S)

VS.

APPLICATION FOR EJECTMENT
(Eviction)

BURGESS BROGDON BUILDING SUPPLY AND SUBSIDIARY
220 Dingle Street
Sumter, SC 29150
AND
BURGESS-BROGDON LLC
220 Dingle Street
Sumter, SC 29150

DEFENDANT(S)

I, WILLIE H. BRUNSON, COUNSEL FOR GRAND BAY LLC, Plaintiff in this action, state that I am the landlord-lessor of premises within the jurisdiction of Magistrate Court of Sumter County, State of South Carolina, which is described as: 220 Dingle Street, Sumter, South Carolina 29150. I further state that, with regard to the above-described premises, a landlord-tenant relationship exists between myself and the defendant, Burgess Brogdon Building Supply and Subsidiary and Burgess-Brogdon LLC, the tenant-lessee, as evidenced by the following: (Attach lease papers or other written proof.)

lease agreement entered into on the Eleventh (11th) day of July 2022 (Exhibit A).

Grounds for this ejectment are one or more of the following:

☒ The tenant fails or refuses to pay the rent when due or when demanded in the amount of $ 4,933.38 per month ; or

☐ The term of tenancy or occupancy has ended; or

☒ The terms or conditions of the lease have been violated as follows: failure to pay taxes.

Sworn to before me
this 2ND day of AUGUST, 2023.

Magistrate or Notary Public for South Carolina

My Commission expires 08/24/2030

SIGNATURE PLAINTIFF (or attorney/agent)
WILLIE H. BRUNSON
PLAINTIFF (or attorney/agent)
425 NORTH MAIN STREET
Address
SUMTER, SC 29150
City/State/Zip
803.774.3444
Phone Number

SCCA/732 (Amended 11/2019)

2023CV4310103666
Grand Bay LL VS Burgess Brogdon Building Supply And Subsidiary , defendant, ET AL

INSTRUCTIONS FOR EVICTION HEARINGS

1. Both plaintiff and defendant have the right to come to court and give his/her side of the case.

2. If either party desires a jury trial, s/he must request one in writing at least 5 business days before the date originally scheduled for the hearing.

3. Parties may come to court and speak for themselves, or they may have a lawyer represent them. If you want a lawyer, you should get one right away.

4. Parties may call the South Carolina Lawyer Referral Service at (800) 868-2284 and ask them to refer you to a lawyer if you do not have one.

5. If the defendant cannot afford a lawyer, you may call South Carolina Legal Services at (888) 346-5592 to see if you qualify for free legal assistance.

6. It is the parties' responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones.

7. The Court will not telephone a witness to take testimony.

8. The Court cannot reschedule a case because a witness is not present *unless* the witness is under subpoena.

9. The Court will issue subpoenas to any witnesses if you advise the Court at least 10 days before trial of the name, address, and phone number of the witness. If you wish to subpoena a witness in your county, you will have to mail or deliver a fee of $8.00 to the magistrate's court for preparing and serving a subpoena. The party requesting the subpoena is required to pay to the subpoenaed witness a fee of $25.00 plus mileage for each day's attendance. (See Rule 45(b)(1) of the South Caroline Rules of Civil Procedure.)

10. If an emergency arises (not a mere inconvenience or a conflict) and you cannot be in Court at your scheduled time, you must notify the Court immediately.

11. If you are an active member of the Armed Services of the United States, please advise the Court immediately upon receipt of this notice.

12. If you are a business and are going to be represented by someone who is not an attorney, a Non-Lawyer Authorization Form *must* be on file at the Magistrate's Office before trial. (See Rule 21 of the South Carolina Civil Rules of Magistrate Court, Business Representation.)

Willie H. Brunson, Esq.

BRUNSON LAW FIRM, LLC
425 NORTH MAIN STREET
P.O. BOX 1587
SUMTER, SOUTH CAROLINA 29151
wbrunson@thebrunsonlawfirm.com
enewby@thebrunsonlawfirm.com

Telephone: (803)774-3444
Facsimile: (803)774-3448

Willie H. Brunson, Esq.
Attorney and Counselor at Law
wbrunson@thebrunsonlawfirm.com

Telephone: (803) 774-3444
Facsimile: (803) 774-3448

August 3, 2023

USPS PRIORITY MAIL
Sumter County Magistrate Court
Attn: Civil Department
190 East Canal Street
Sumter, SC 29150

Re: My Client: Grand Bay, LLC
Eviction: 220 Dingle Street 29150

Dear Honorable Presiding Judge:

Please be advised that I have been retained to represent the legal interests of Grand Bay, LLC. An ***Ejectment Application*** is attached for filing. A court stamped copy will be served upon the Defendants via USPS Certified Mail.

Do not hesitate to contact my office for assistance should you have any questions.

With kindest regards I am

Sincerely,

Willie H. Brunson

WHB/ern

Attachment *as stated*

BRUNSON
LAW FIRM, LLC

Willie H. Brunson, Esq.
Attorney and Counselor at Law

wbrunson@thebrunsonlawfirm.com

Telephone: (803) 774-3444
Facsimile: (803) 774-3448

June 29, 2023

VIA USPS CERTIFIED MAIL
Burgess Brogdon Building Supply & Subsidiary, Lessee and
Burgess-Brogdon, LLC, Lessee
220 Dingle Street
Sumter, SC 29150

VIA USPS CERTIFIED MAIL
Robert A. Burgess, III, Lessee
2751 Creek Side Drive
Sumter, SC 29150

VIA USPS CERTIFIED MAIL
Eugene K. Weston, Jr., Lessee and Registered Agent
505 West Hampton Avenue
Sumter, SC 29150

Re: Default of Lease: Rental Address: 220 Dingle Street, Sumter, SC

Dear Sir/Madam:

Please be advised that I have been retained by Grand Bay LLC in order to represent their interests regarding the above referenced matter.

Also be advised that your lease with Grand Bay, LLC is now terminated for nonpayment of rent. You must vacate the property within thirty (30) days of the date of this letter, that date being July 31, 2023. A copy of the lease is enclosed for your consideration.

Should you have any questions or concerns regarding this correspondence, do not hesitate to call my office to schedule a teleconference.

Sincerely,

Willie H. Brunson

WHB/ern

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 24th day of May 2022

BETWEEN:

Grand Bay LLC "on behalf of Bruno Raschio" of 3401 NW 82nd Ave, Doral, FL 33122, USA

Telephone: (786) 441-5994

(the "Landlord")

OF THE FIRST PART

- AND -

Burgess Brogdon Building Supply & Subsidiary of 220 Dingle St, Sumter, SC 29150, USA

Telephone: (803) 840-4649

(the "Tenant")

OF THE SECOND PART

- AND -

Burgess-Brogdon, LLC of 220 Dingle St, Sumter, SC 29150, USA

Telephone: (803) 840-4649

(the "Tenant")

- AND -

Robert A Burgess III of 2751 Creek Side Dr, Sumter, SC 29150, USA

Telephone: (803) 840-4649

(the "Guarantor")

- AND -

Eugene K Weston, Jr of 505 W Hampton Avenue, Sumter, SC 29150

Telephone: (803) 840-4649

(the "Guarantor")

OF THE THIRD PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

   a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease.

   b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion.

   c. "Lands" means the land legally described as: Map 227-04, Block 3:

   d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements:

   e. "Premises" means the industrial premises at 220 Dingle St. Sumter, SC 29150, USA and comprises a Leasable Area of 26,608.00 square feet.

   f. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the industrial premises municipally described as 220 Dingle St. Sumter, SC 29150, USA (the "Premises") and comprises a Leasable Area of 26,608.00 square feet.

3. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

4. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

Term

6. The term of the Lease commences at 12:00 noon on July 5, 2022 and ends at 12:00 noon on July 5, 2027 (the "Term").

7. Notwithstanding that the Term commences on July 5, 2022, the Tenant is entitled to possession of the Premises at 12:00 noon on May 20, 2022.

8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of $ 4,933.48 plus the prorated portion of the property taxes, payable per month, for the Premises (the "Base Rent"), without setoff, abatement, or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

10. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 3401 NW 82nd Ave, Doral, FL 33122, USA, or at such other place as the Landlord may later designate.

11. The Tenant will be charged an additional amount of 5.00% of the Base Rent for any late payment of Base Rent. 5% of 4933.48 = $246.67 "after 5 days"

12. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.

13. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

14. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, the Tenant will pay Taxes, Water, Electricity, Internet, etc.

15. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Landlord's Estimate

16. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of

Additional Rent. the Landlord will compute the actual amount of such item of Additional Rent. and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent. as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case. any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest. provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Guarantees

17. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.

18. The Guarantor's obligations remain fully effective even if this Lease is disclaimed. the Landlord gives the Tenant extra time to comply with any obligation. the Landlord previously waives a default of the Tenant under this Lease. or the Landlord does not insist on strict compliance with the Lease's terms.

Use and Occupation

19. The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes. bylaws. rules. and regulations of any federal, state. municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

21. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute. including any subordinate legislation. which is in force now or in the future and taking into account any amendment or reenactment. or any government department. local authority. other public

or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

22. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

23. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

24. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

31. If the Landlord reenters the Premises or terminates this Lease, then:

a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease:

h. the Tenant will pay to the Landlord on demand:

i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later:

ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:

i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

32. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Landlord Chattels

33. The Landlord will not supply any chattels.

Governing Law

44. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

45. If there is a conflict between any provision of this Lease and the applicable legislation of the State of South Carolina (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

46. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.

47. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.

48. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.

49. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.

Pages 9, 10 missing
Dmm

50. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

51. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

52. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

53. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

54. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

55. The Tenant will not engage in any illegal trade or activity on or about the Premises.

56. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

57. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

Rules and Regulations

58. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

59. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

60. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

61. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

62. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

63. Time is of the essence in this Lease.

64. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 11th day of July, 2022.

Grand Bay LLC (Landlord)

(Witness)

Per: _____ (SEAL)

(Witness)

Burgess Brogdon Building Supply & Subsidiary (Tenant)

(Witness)

Per: _____ (SEAL)

Robert A Burgess III

(Guarantor/Surety)

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STATE OF SOUTH CAROLINA)	
)	**IN THE MAGISTRATE COURT**
COUNTY OF SUMTER)	
)	**Civil Case No.: 2023-CV-43-10103666**
)	
Grand Bay LLC,)	
3401 NW 82nd Avenue)	
Doral, FL 33122,)	
Plaintiff,)	**DEFENDANTS' RETURN TO RULE TO VACATE OR SHOW CAUSE (EVICTION)**
vs.)	**Asserting Counterclaim**
)	(Jury Trial Requested)
Burgess Brogdon Building Supply and Subsidiary Burgess-Brogdon LLC,)	
220 Dingle Street)	
Sumter. SC 29150,)	
)	
Defendants.)	

Defendants Burgess Brogdon Building Supply and Subsidiary Burgess-Brogdon LLC, by and through their undersigned counsel, hereby makes an appearance, submits their Return to the Rule to Vacate or Show Cause (Eviction) and Writ of Ejectment (Eviction) filed by Plaintiff Grand Bay LLC on July 23, 2025, and respectfully shows as follows:

1. The Defendants were served with the Plaintiff's Writ of Ejectment on July 25, 2025, no other documents were served.

2. Not included in or referred to by the documents served upon the Defendants is that certain Real Estate Purchase Option Agreement made and entered into on May 24, 2022, between Bruno Raschio, the "Seller/Landlord", of the First Part, and Burgess Brogdon Building Supply & Subsidiary Burgess-Brogdon, LLC, Collectively and individually, the "Buyer/Tenant", of the Second Part (hereinafter referred to as the "Option Agreement"). The Option Agreement was executed by the parties at the same time as the Lease Agreement, which was incorporated in the Option Agreement by reference, and the Option Agreement was appended to the Lease Agreement.

3. The introductory paragraph of the Option Agreement established the subject of the Option Agreement as the same property in the Lease Agreement, described in Item 1 above, and goes on to recite, in pertinent part, as follows:

> NOW, THEREFORE, for and in consideration of the covenants and obligations contained on the LEASE AGREEMENT ("the Lease Agreement" signed between the parties and dated this same date of 05/24/2022, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/Landlord hereby grants to Buyer/Tenant an exclusive option and the privilege of purchasing property at any time during the term of the Lease Agreement or any extension thereof. …

(Option Agreement, P. 1)

The Lease Agreement provides that the Tenant will pay a base rent of $4,933.48 plus the prorated portion of the property taxes, payable per month. *(Lease Agreement, Rent, P. 3, ¶9)*

(Real Estate Purchase Option Agreement dated 05/24/2022, Defendants' Exhibit #1)

4. By virtue of the Commercial Lease Agreement dated May 24, 2022, under which the agreed-upon payments, over $212,000.00 in payments, were made and the Real Estate Purchase Option Agreement dated May 24, 2022, made part and parcel of the Commercial Lease Agreement, the Defendants have acquired equity in the subject property and hereby assert their claim to their interest in title to the real property at issue, Counterclaim for damages on account of this litigation, and demand a jury trial..

5. The Defendants contend that this Court is without jurisdiction to entertain this case because no magistrate shall have cognizance of a civil action when the title to real property shall come into question. *S. C. Code Ann. §22-3-20 (1976)*

WHEREFORE, having appeared and made a Return to the Rule to Vacate or Shaw Cause, the Defendants pray that this Court issue its Order dismissing the Plaintiff's Application for Ejectment for lack of jurisdiction.

MOORE LAW FIRM, L.L.C.

Dwight C. Moore, S. C. Bar No. 63008
26 North Main Street
Post Office Box 1229
Sumter, South Carolina 29151-1229
Telephone (803) 778-6520
Fax (803) 775-6365
Email: moorelawfirm@ftc-i.net
Attorney for Defendants

Sumter, South Carolina
July 31, 2025

RECEIVED
IN
SUMMARY COURT
190 E CANAL ST.
SUMTER COUNTY
SOUTH CAROLINA
DATE 8-1-25
TIME 3:40pm

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE COURT FOR SUMTER COUNTY

Grand Bay L.L.C., Plaintiff, vs. Burgess Brogdon Building Supply and Subsidiary and Burgess-Brogdon L.L.C., Defendants.	Civil Case No.: 2023-CV-43-10103666 **MOTION FOR A NEW TRIAL**

Pursuant to Rule 19, South Carolina Rules of Magistrates Court, the Defendants, Burgess Brogdon Building Supply and Subsidiary and Burgess Brogdon, L.L.C., respectfully move for a new trial on the issue of the jurisdiction of the Magistrate Court to adjudicate this case as determined by The Honorable B. Keith Griffin in the Court's Order filed August 22, 2025, and served upon Counsel for the Defendants on August 25, 2025.

FACTS

This case commenced with a letter dated June 29, 2023, from Willie H. Brunson, Esquire, attorney for the Plaintiff, addressed to the Defendants terminating a lease agreement between the parties for nonpayment of rent and giving the Defendants thirty (30) days to vacate the property. When the Defendants did not vacate the premises by July 31, 2023, a Summary Court Rule to Vacate or Show Cause (Eviction) was filed on August 8, 2023, and served upon the Defendants on August 10, 2023. Defendants filed and served a Return to the Rule to Vacate or Show Cause (Eviction) on August 18, 2023, in which they asserted a Counterclaim that the Magistrate's Court was without jurisdiction because Defendants' equity in title to the subject property was at issue, and requested a jury trial.

On September 18, 2023, Summary Court Judge Kimberly W. Land held a hearing pertaining to the amount of bond to be posted by the Defendants pending a jury trial. At the conclusion of the hearing, Judge Land issued the following written Judgment:

> Bond is set at $9,866.96 to be paid to the Court by Oct 5, 2023. Payment will be late on Oct 11, 2023 and the writ will be issued on that date.

The October 2023 bond payment of $9,866.96 was paid to the Court as required. Thereafter, the Defendants made monthly payments to the Plaintiff in the amount of $9,866.96 until June of 2025.

In response to being served with a Writ of Ejectment dated July 23, 2025, Defendants filed and served a Return to the Rule to Vacate or Show Cause (Eviction) on August 1, 2025, in which they asserted a Counterclaim that the Magistrate's Court was without jurisdiction because Defendants' equity in title to the subject property was at issue, and requested a jury trial.

On August 11, 2025, Defendants and their counsel were served with a Magistrate Summons to appear for a bench trial (Motion Hearing) in this case. At the hearing before Summary Court Judge B. Keith Griffin, the undersigned presented arguments on the issues raised in Defendants' Return and Counterclaim and reiterated Defendants' Motion that the Application for Ejectment be dismissed for lack of jurisdiction.

Judge Griffin filed his Order on August 22, 2025, in which he denied Defendants' Motion that the Court lacks jurisdiction, issued a new Writ of Ejectment and gave the Defendants twenty-four hours to voluntarily vacate the premises located at 220 Dingle Street after service of the writ of ejectment. The Order also provided that in the event of an appeal to the Circuit Court, a new appeal bond hearing shall be held. Defendants' Motion for a New Trial is made upon grounds as follows.

ARGUMENT

This matter is before the Court upon an Application for Ejectment sworn to on August 2, 2023, by Willie H. Brunson, Esquire, Counsel for the Plaintiff, affirming that a landlord-tenant relationship exists between Grand Bay, LLC, and Burgess Brogdon Building Supply and Subsidiary and Burgess-Brogdon LLC., that rent was past due in the amount of $4,933.38, and that the terms of the lease have been violated by failure to pay taxes. A copy of the Commercial Lease Agreement dated May 24, 2022 (hereinafter referred to as "Lease Agreement"), was attached to the Application and also referred to as Agreement #1.

Attached as Defendants' Exhibit #1 to the Defendants' Return is a Real Estate Purchase Option Agreement made and entered into on May 24, 2022, between Bruno Raschio, the "Seller/Landlord", of the First Part, and Burgess Brogdon Building Supply & Subsidiary Burgess-Brogdon, LLC, Collectively and individually, the "Buyer/Tenant", of the Second Part (hereinafter referred to as the "Option Agreement") and also referred to Agreement #2. The Option Agreement was executed by the parties at the same time as the Lease Agreement, which was incorporated in the Option Agreement by reference, and the Option Agreement was appended to the Lease Agreement. The introductory paragraph of the Option Agreement established the subject of the Option Agreement as the same property in the Lease Agreement and recites, in pertinent part, the following terms:

> NOW, THEREFORE, for and in consideration of the covenants and obligations contained on the LEASE AGREEMENT ("the Lease Agreement" signed between the parties and dated this same date of 05/24/2022, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/Landlord hereby grants to Buyer/Tenant an exclusive option and the privilege of purchasing property at any time during the term of the Lease Agreement or any extension thereof. …

(Option Agreement, P. 1)

TMS No.: 227-04-03-024
Property Address: 220 Dingle Street, Sumter, SC 29150

The Consideration is $493,348.00

Title to Real Estate, Robert A. Burgess, III, Grantor, and Bruno Raschio, Grantee, Defendants' Exhibit #3

The base monthly rental in the Lease Agreement is $4,933.48. *(Plaintiff's Exhibit #1)* The net price in the Option Agreement is $4,933.48. *(Defendants' Exhibit #1).* The Consideration for the Contract, Agreement to Buy and Sell Real Estate, *(Defendants' Exhibit #2).* The consideration for the Title to Real Estate is $493,348.00

Defendants' second Return filed August 1, 2025, reiterated the same issues raised in the Return filed August 18, 2023, because no disposition had been made of the initially-raised issues during the two-year pendency of Defendants' jury trial request. South Carolina statute gives guidance concerning the disposition to be made of cases in this category. "In the event a jury trial is requested and upon motion of either party or upon his own motion, the magistrate may order that the commercial lease ejectment case be heard at the next term of court following the tenant's appearance." S.C. Code Ann. § 27-37-155(B)(1) (1976 as amended)

The Defendants would respectfully contend that all monies due under the Lease Agreement and the Option agreement have been paid. Judge Land set the bond at $9,866.96, twice the monthly base rent amount of $4,933.48. Defendants paid the bond of $9,866.96 to the Court in October of 2023. Beginning November 2023 until the alleged nonpayment for June and July 2025, the Defendants paid $9,866.96 per month, of which $4,933.48 was for the base rent. According to § 27-37-155 Commercial Lease contract claims and counterclaims:

> (A) In any action involving a commercial lease where the landlord sues for possession and the tenant raises defenses or counterclaims pursuant to this chapter or the lease agreement:

> (1) the tenant is required to pay the landlord rent which becomes due after the issuance of a written rule requiring the tenant to vacate or show cause as rent becomes due and the landlord is required to provide the tenant with a written receipt for each payment except when the tenant pays by check; and
>
> (2) the tenant is required to pay the landlord all rent allegedly owed prior to the issuance of the rule; …

Therefore, the funds to pay any alleged taxes due would have been collected monthly in the excess rent payments. Likewise, any alleged nonpayment stated in the Affidavit for Ejectment would be a misstatement of fact.

Defendants would respectfully show that this is a continuing case based upon the Rule to Vacate or Show Cause filed August 8, 2023, and no additional bond should be required of the Defendants at this juncture in the proceedings. Good and sufficient bond has been duly set by the Summary Court Judge, posted by the Defendants, and the bond remains in the possession of the Court.

WHEREFORE, for the foregoing reasons the Defendants respectfully urge the Court to grant the following relief:

1. Require an accounting of all proceeds collected from or on behalf of the Defendants, find for the Defendants, and return excess funds to them,

2. Re-examine the record in this case and dismiss the action for lack of jurisdiction or, in the alternative,

3. Grant a new trial to fully litigate the issue prior to a final disposition of the case;

4. Stay the pending writ of ejection, and

5. For such other and further relief as deemed appropriate.

Respectfully submitted,

MOORE LAW FIRM, L.L.C.

Dwight C. Moore, SC Bar No. 63008
26 North Main Street
Sumter, South Carolina 29150
Telephone (803) 778-6520
Email: moorelawfirm@ftc-i.net
Attorney for Defendants

September 1, 2025

STATE OF SOUTH CAROLINA

IN THE MAGISTRATE COURT FOR SUMTER COUNTY

Grand Bay L.L.C., Plaintiff, vs. Burgess Brogdon Building Supply and Subsidiary and Burgess-Brogdon L.L.C., Defendants.	Civil Case No.: 2023-CV-43-10103666 **NOTICE OF MOTION AND MOTION TO STAY EJECTMENT**

TO WILLIE BRUNSON, ESQUIRE, ATTORNEY FOR THE PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the undersigned Counsel for Defendants Burgess Brogdon Building Supply and Subsidiary and Burgess Brogdon, L.L.C., hereby moves before the Sumter County Magistrate Court for an Order staying the Execution of the Writ of Ejectment authorized by The Honorable B. Keith Griffin in the Court's Order filed August 22, 2025, and served upon Counsel for the Defendants on August 25, 2025.

The Magistrate Court Judge determined that a new Writ of Ejectment be issued and that the Defendants would have twenty-four hours after service of the Writ of Ejectment to voluntarily vacate the premises located at 220 Dingle Street.

Defendants have filed this Motion to Stay Ejectment pending the disposition of their Motion For a New Trial filed September 2, 2025.

WHEREFORE, Defendants pray that the Court stay the execution of the Writ of Ejectment evicting the Defendants from the premises at 220 Dingle Street, Sumter , SC.

Respectfully submitted,

MOORE LAW FIRM, L.L.C.

Dwight C. Moore, SC Bar No. 63008
26 North Main Street
Sumter, South Carolina 29150
Telephone (803) 778-6520
Email: moorelawfirm@ftc-i.net
Attorney for Defendants

September 1, 2025

RECEIVED
IN
SUMMARY COURT
190 E CANAL ST.
SUMTER COUNTY
SOUTH CAROLINA
DATE 9-2-25
TIME 9:15am

moorelawfirm@ftc-i.net

From: moorelawfirm@ftc-i.net
Sent: Thursday, September 04, 2025 4:33 PM
To: 'Bryan K. Griffin'; 'Willie H. Brunson'; 'Gary Beaver'
Subject: RE: ORDER 2023CV4310103666

#5 Motion

Good Afternoon Judge Griffin,

This will acknowledge receipt of your email sent at 12:18 P.M. today transmitting your Order denying my Motion for a New Trial in the case of *Grand Bay, L.L.C., v. Burgess Brogdon Supply And Subsidiary, et al.,* Case No. 2023-CV-43-10103666. The purpose of this email is to respectfully request that the Court rule on my Motion to Stay Ejectment filed contemporaneously with my Motion for a New Trial on September 2, 2025. Hopefully, a ruling will provide clarification of the following issue.

The most recent Order stated as follows: "The writ of ejectment may proceed as previously ordered."

Your previous Order dated August 22, 2025, Ordered that a new Writ of Ejectment be issued and that the Defendants would have twenty-four hours after service of the Writ of Ejectment to voluntarily vacate the premises located at 220 Dingle Street.

The Bond posted with the Court in 2023 insured the status quo pending a jury trial. I received a Notice dated August 12, 2025, that this case is on the Jury Trial Roster for the week of September 29 – October 3, 2025. Does not the bond posted with the Court and the double amount of the rent paid per month for approximately two years insure that the Defendants will remain in possession of the property pending the outcome of the jury trial? Thank you for your consideration and cooperation in this matter.

Dwight C. Moore
Attorney-at-Law
Moore Law Firm, L.L.C.
P. O. Box 1229 (29151-1229)
26 North Main Street
Sumter, SC 29150
Telephone (803) 778-6520
Fax (803) 775-6365
E-Mail: moorelawfirm@ftc-i.net

From: Bryan K. Griffin <bgriffin@sumtercountysc.gov>
Sent: Thursday, September 04, 2025 12:18 PM
To: Dwight Christopher Moore <moorelawfirm@ftc-i.net>; Willie H. Brunson <wbrunson@thebrunsonlawfirm.com>; Gary Beaver <gbeaver@sumtercountysc.gov>
Subject: Fw: ORDER 2023CV4310103666

Please see attached.

Get Outlook for iOS

From: Mary A. Hall <mhall@sumtercountysc.gov>
Sent: Thursday, September 4, 2025 10:49:03 AM
To: Bryan K. Griffin <bgriffin@sumtercountysc.gov>
Subject: ORDER 2023CV4310103666

Good morning, I am sorry for the delay, attached is the order for Grandy Bay LLC vs. Burgess Brogdon Building Supply & Subsidiary & Burgess Brogdon, LLC.

Thank you,

Mary A. Hall
Civil Clerk
Sumter County Summary Court
190 East Canal Street
(P) (803) 436-2297
(F) (803) 774-6170
mhall@sumtercountysc.gov

67/163
APPE 67/163
Exhibit
No. 2
PENCAD 800-631-6989

moorelawfirm@ftc-i.net

From: Bryan K. Griffin <bgriffin@sumtercountysc.gov>
Sent: Friday, September 05, 2025 9:17 AM
To: moorelawfirm@ftc-i.net; 'Willie H. Brunson'; Gary Beaver
Subject: Re: ORDER 2023CV4310103666

Gentlemen: It is this court's position that any further matters relating to this case must be addressed via appeal to the Circuit Court. To clarify, my latest order denies any and all motions by the defendant. Regarding your inquiry regarding the amount of bond payments, any challenge to the bond amount set by Judge Land should have been made via motion to reconsider within 10 days of her order setting the bond. Because that time period has long passed, her bond order is the law of the case.

Respecfully,
B. Keith Griffin

Get Outlook for iOS

From: moorelawfirm@ftc-i.net <moorelawfirm@ftc-i.net>
Sent: Thursday, September 4, 2025 4:32:49 PM
To: Bryan K. Griffin <bgriffin@sumtercountysc.gov>; 'Willie H. Brunson' <wbrunson@thebrunsonlawfirm.com>; Gary Beaver <gbeaver@sumtercountysc.gov>
Subject: RE: ORDER 2023CV4310103666

⚠ **CAUTION: External Email**
This message came from outside of Sumter County Government. Do not click links or open attachments unless you are certain of the sender's identity and trust the content.

Good Afternoon Judge Griffin,

This will acknowledge receipt of your email sent at 12:18 P.M. today transmitting your Order denying my Motion for a New Trial in the case of *Grand Bay, L.L.C., v. Burgess Brogdon Supply And Subsidiary, et al.,* Case No. 2023-CV-43-10103666. The purpose of this email is to respectfully request that the Court rule on my Motion to Stay Ejectment filed contemporaneously with my Motion for a New Trial on September 2, 2025. Hopefully, a ruling will provide clarification of the following issue.

The most recent Order stated as follows: "The writ of ejectment may proceed as previously ordered."

Your previous Order dated August 22, 2025, Ordered that a new Writ of Ejectment be issued and that the Defendants would have twenty-four hours after service of the Writ of Ejectment to voluntarily vacate the premises located at 220 Dingle Street.

The Bond posted with the Court in 2023 insured the status quo pending a jury trial. I received a Notice dated August 12, 2025, that this case is on the Jury Trial Roster for the week of September 29 – October 3, 2025. Does not the bond posted with the Court and the double amount of the rent paid per month for approximately two years insure that the Defendants will remain in possession of the property pending the outcome of the jury trial? Thank you for your consideration and cooperation in this matter.

Dwight C. Moore
Attorney-at-Law

Moore Law Firm, L.L.C.
P. O. Box 1229 (29151-1229)
26 North Main Street
Sumter, SC 29150
Telephone (803) 778-6520
Fax (803) 775-6365
E-Mail: moorelawfirm@ftc-i.net

From: Bryan K. Griffin <bgriffin@sumtercountysc.gov>
Sent: Thursday, September 04, 2025 12:18 PM
To: Dwight Christopher Moore <moorelawfirm@ftc-i.net>; Willie H. Brunson <wbrunson@thebrunsonlawfirm.com>; Gary Beaver <gbeaver@sumtercountysc.gov>
Subject: Fw: ORDER 2023CV4310103666

Please see attached.

Get Outlook for iOS

From: Mary A. Hall <mhall@sumtercountysc.gov>
Sent: Thursday, September 4, 2025 10:49:03 AM
To: Bryan K. Griffin <bgriffin@sumtercountysc.gov>
Subject: ORDER 2023CV4310103666

Good morning, I am sorry for the delay, attached is the order for Grandy Bay LLC vs. Burgess Brogdon Building Supply & Subsidiary & Burgess Brogdon, LLC.

Thank you,

Mary A. Hall
Civil Clerk
Sumter County Summary Court
190 East Canal Street
(P) (803) 436-2297
(F) (803) 774-6170
mhall@sumtercountysc.gov

69/163
APP 69/163
Exh. D
NO. 1
PENGAD 800-631-6989

STATE OF SOUTH CAROLINA COUNTY OF SUMTER	IN THE SUMMARY COURT CIVIL ACTION NO.: 2023CV4310103666
GRAND BAY L.L.C, Plaintiff, vs. BURGESS BROGDON BUILDING SUPPLY & SUBSIDIARY & BURGESS BROGDON, L.L.C., Defendant.	**ORDER**

This matter is before me pursuant to a Motion for a New Trial filed by Defendant Burgess Brogdon Building Supply & Subsidiary of Burgess Brogdon, LLC., on September 2, 2025. After a review of the motion in its entirety, the motion is respectfully **denied**. The writ of ejectment may proceed as previously ordered. In the event of an appeal, the court requests a copy of the appeal immediately after its filing in order that an appeal bond may be set in accordance with Section 27-37-130 of the South Carolina Code.

AND IT IS SO ORDERED!

B. Keith Griffin
Summary Court Judge, Sumter County

Sumter, South Carolina
September 5, 2025

RECEIVED
IN
SUMMARY COURT
190 E CANAL ST.
SUMTER COUNTY
SOUTH CAROLINA
DATE 9/3/25
TIME 3:44pm

ELECTRONICALLY FILED - 2025 Sep 08 12:38 PM - SUMTER - COMMON PLEAS - CASE#2025CP4301626

ELECTRONICALLY FILED - 2025 Sep 08 12:38 PM - SUMTER - COMMON PLEAS - CASE#2025CP4301626

STATE OF SOUTH CAROLINA COUNTY OF SUMTER Grand Bay L.L.C., Respondent, vs. Burgess Brogdon Building Supply and Subsidiary and Burgess-Brogdon L.L.C., Appellants.	IN THE COURT OF COMMON PLEAS FOR THE THIRD JUDICIAL CIRCUIT Case No.: 2025-CP-43-_____ Appeal From THE MAGISTRATE COURT For Sumter County Civil Case No.: 2023-CV-43-10103666 **NOTICE OF MOTION AND MOTION FOR EMERGENCY RELIEF (INJUNCTION)**

TO WILLIE H. BRUNSON, ESQUIRE, ATTORNEY FOR THE RESPONDENT:

YOU WILL PLEASE TAKE NOTICE That the undersigned attorney for the Appellants will move before the Chief Administrative Judge of the Third Judicial Circuit, Civil Division, or such other Circuit Court Judge as may be assigned to hear the matter, for an Emergency Hearing on Appellant's Motion for an Injunction setting aside the ejection of the Appellants and for an Order to return possession of the property in this action described as 220 Dingle Street, Sumter, SC 29150 to the Appellants. The grounds for Appellants' Motion are as follows:

1. This Motion is being filed contemporaneously with a Notice of Appeal to the Court of Common Pleas from the Magistrate Court.

2. This case was initiated on June 29, 2023, as a Rule to Vacate or Show Cause (Eviction) by the Respondents to evict the Appellants from the said commercial property. Appellants, Burgess Brogdon Building Supply and Subsidiary and Burgess Brogdon, L.L.C., has

ELECTRONICALLY FILED - 2025 Sep 08 12:38 PM - SUMTER - COMMON PLEAS - CASE#2025CP4301626

appealed from the following Orders of the Honorable Brian K. Griffin, Judge of the Magistrate Court for Sumter County:

- Order filed August 22, 2025, and served upon Counsel for the Appellants on August 25, 2025;
- Order denying Motion for New Trial served upon Counsel for the Appellants on September 4, 2025; and
- Order served upon Appellants' Counsel on September 5, 2025, denying request to rule on Appellants' Motion to Stay Ejectment

The following issues are on appeal to this Court:

I. Did the Judge err in dismissing Appellants' Counterclaim that the Magistrate Court was without jurisdiction when Appellants' equity in title to the subject property was at issue?

II. Did the Judge err in refusing to rule on Appellants' Motion to Stay Ejectment?

III. Did the Judge err in summarily ejecting the Appellants without due process?

IV. Did the Judge err in denying Appellants' request for a trial by jury?

The Appellants are requesting this Court to inquire into the matter and render relief as follows:

1. Declare that the Magistrate Court lacks jurisdiction to adjudicate this case and order the case dismissed; or in the alternative

2. Order a trial by jury on the issues raised in the Appellant's Return to the Rule to Vacate or Show Cause, Answer and Counterclaim;

3. Set aside the Order of Ejectment;

4. Require a full and complete accounting of all funds paid by the Appellant and disbursement as warranted;

5. Order the full and fair payment of damages incurred by the Appellants arising from the wrongful, wanton and reckless ejection from the commercial property;

6. Order the return of possession of the property to the Appellants;

7. Order the bond paid into Magistrate Court be converted to the appeal bond and transferred to the appropriate Court pending a disposition of this matter on appeal; and

ELECTRONICALLY FILED - 2025 Sep 08 12:38 PM - SUMTER - COMMON PLEAS - CASE#2025CP4301626

8. For such other and further relief as deemed appropriate by this Court.

Appellants operate a retail lumber and building-supply business on the property under a commercial Lease Agreement dated May 24, 2022, between Grand Bay LLC "on behalf of Bruno Raschio, Landlord, of the first part, and Burgess Brogdon Building Supply & Subsidiary, Tenant, of the second part, and Burgess Brogdon, LLC, Tenant and Robert A. Burgess, III, Guarantor, and Eugene K. Weston, Jr., Guarantor, of the third part (hereinafter referred to as "Lease Agreement").

Issues pertaining to bond were tried before Summary Court Judge Kimberly W. Land on September 18, 2023, at the conclusion of which she issued the following written Judgment dated September 18, 2023:

> Bond is set at $9,866.96 to be paid to the Court by Oct 5, 2023. Payment will be late on Oct 11, 2023 and the writ will be issued on that date.

The Appellants made the October 2023 bond payment of $9,866.96, to the Court as required. Thereafter, the Appellants made monthly payments to the Respondent in the amount of $9,866.96 until June of 2025.

In response to being served with a Writ of Ejectment dated July 23, 2025, Appellants filed and served a Return to the Rule to Vacate or Show Cause (Eviction) on August 1, 2025, in which they asserted a Counterclaim that the Magistrate's Court was without jurisdiction because Appellants' equity in title to the subject property was at issue, and requested a jury trial.

On August 11, 2025, Appellants and their counsel were served with a Magistrate Summons to appear for a bench trial (Motion Hearing) in this case. At the Motion Hearing before Summary Court Judge B. Keith Griffin, Appellants' Attorney presented arguments on the issues raised in Appellants' Return and Counterclaim and reiterated Appellants' Motion that the

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Application for Ejectment be dismissed for lack of jurisdiction. At no time did Counsel waive or withdraw Appellants' request for trial by jury.

The Appellants contend that all monies due under the Lease Agreement and the Option agreement have been paid. Judge Land set the bond at $9,866.96 - twice the monthly base rent amount of $4,933.48. Appellants paid the bond of $9,866.96 to the Court in October of 2023. Thereafter, until the alleged nonpayment for June 2025, the Appellants paid $9,866.96 per month to the Respondent, of which $4,933.48 was for the base rent.

would be a misstatement of fact.

Appellants asserted in the Motion for a New Trial that this is a continuing case based upon the Rule to Vacate or Show Cause filed August 8, 2023, that good and sufficient bond has been duly set by the Summary Court Judge, posted by the Defendants, and the bond remains in the possession of the Court. The Court acknowledged in its Order filed August 22, 2025, that the amount of rent due is $4,933.38, that the rent was due for June and July 25, 2025, that the Appellants had made the monthly payments to the Respondent from 2023 to 2025,

The Appellants sought the following relief in the Motion for a New Trial:

1. Require an accounting of all proceeds collected from or on behalf of the Defendants, find for the Defendants, and return excess funds to them,

2. Re-examine the record in this case and dismiss the action for lack of jurisdiction or, in the alternative,

3. Grant a new trial to fully litigate the issue prior to a final disposition of the case;

4. Stay the pending Writ of Ejection, . . .

Judge Griffin filed and served the following Order on September 3, 2025:

> This matter is before me pursuant to a Motion for a New Trial filed by Defendant Burgess Brogdon Building Supply & Subsidiary of Burgess Brogdon, LLC., on September 2, 2025. After a review of the motion in its entirety, the motion is

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premises, they found that the stock, building supplies, merchandise, equipment and other personal property belonging to the Appellants had been removed from the inside of the building(s) to the outside in the parking area and the locks on the building(s) had been re-keyed and/or changed. The items ejected from the building(s) had been left in the open parking lot adjacent to Dingle Street which runs between the property and a residential area. The Appellant's personal property was visible from Dingle Street and could be seen from the houses on the western side of Dingle Street. Much of the merchandise had been taken from the parking area earlier in the evening. At 6:45 P.M. vehicles were seen inside the parking area and at least one truck with merchandise on the back was parked outside the fence on the edge of the Street which adjoins the property on the south. A man was observed carrying a large square item in his hands from the edge of the parking lot across Dingle Street toward a house.

Commencing on Friday, September 5, 2025, until today, the Appellants have suffered enormous damages in terms of financial loss, a shut-down of the operation of its business, and damage to its reputation in the commercial arena, the true value of which is yet to be determined. Appellants are temporarily out of business and will be devastated by the inability to operate the remnants of what remains of one of the former flagship businesses for retail building and lumber supplies in the Sumter Community.

Appellants ask this Court to issue an Emergency Order temporarily setting aside the Writ of Ejectment, returning possession of the property to the Appellants, and enjoining the Respondent from interfering with the operation of the business pending a disposition of this matter on appeal. Appellants pray that the bond previously posted in the Magistrate Court be converted to an appeal bond for the Circuit Court, and for such other relief as the Court deems necessary to implement the grant of emergency relief to the Appellants.

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MOORE LAW FIRM, L.L.C.

S/ *Dwight C. Moore*
S.C. Bar No. 63008
26 North Main Street
Sumter, South Carolina 29150
Telephone (803) 778-6520
Email: moorelawfirm@ftc-i.net
Attorney for Appellants

September 8, 2025

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STATE OF SOUTH CAROLINA)	IN THE MAGISTRATE COURT OF THE
)	
COUNTY OF SUMTER)	Civil Case No.: 2023-CV-40 10103666
)	
Grand Bay, LLC,)	
)	
Plaintiff,)	
)	
vs.)	**AFFIDAVIT OF EUGENE WESTON**
)	
Burgess Brogdon Building Supply and)	
Subsidiary Burgess-Brogdon, LLC,)	
)	
Defendants.)	

Personally appeared Eugene Weston who, upon being first duly sworn, deposes and says as follows:

- My name is Eugene Weston, and I am the son-in-law of Robert (Bobby) Burgess, III.
- This company, Burgess Brogdon, began operations in 1945 with my grandfather being a founder.
- It has been in operation since that time here in Sumter, South Carolina.
- In 2022, we entered into a Lease with the Option to Buy Agreement with Grand Bay,
- LLC.
- The lease started on May 24, 2022 with payments being $4,933.48.
- In 2023, we were taken to Magistrate Court because we were behind two (2) payments.
- This Court ordered a bond. The bond was for two (2) times the rent with the option to buy payment. The monthly payments were $4,933.48. The bond doubled this amount to $9,866.96.
- The $9,866.96 payment amount was made from October 5, 2023 through June 9, 2025.
- From May, 2023 until June 2024 the amount paid was approximately $54,263.00.

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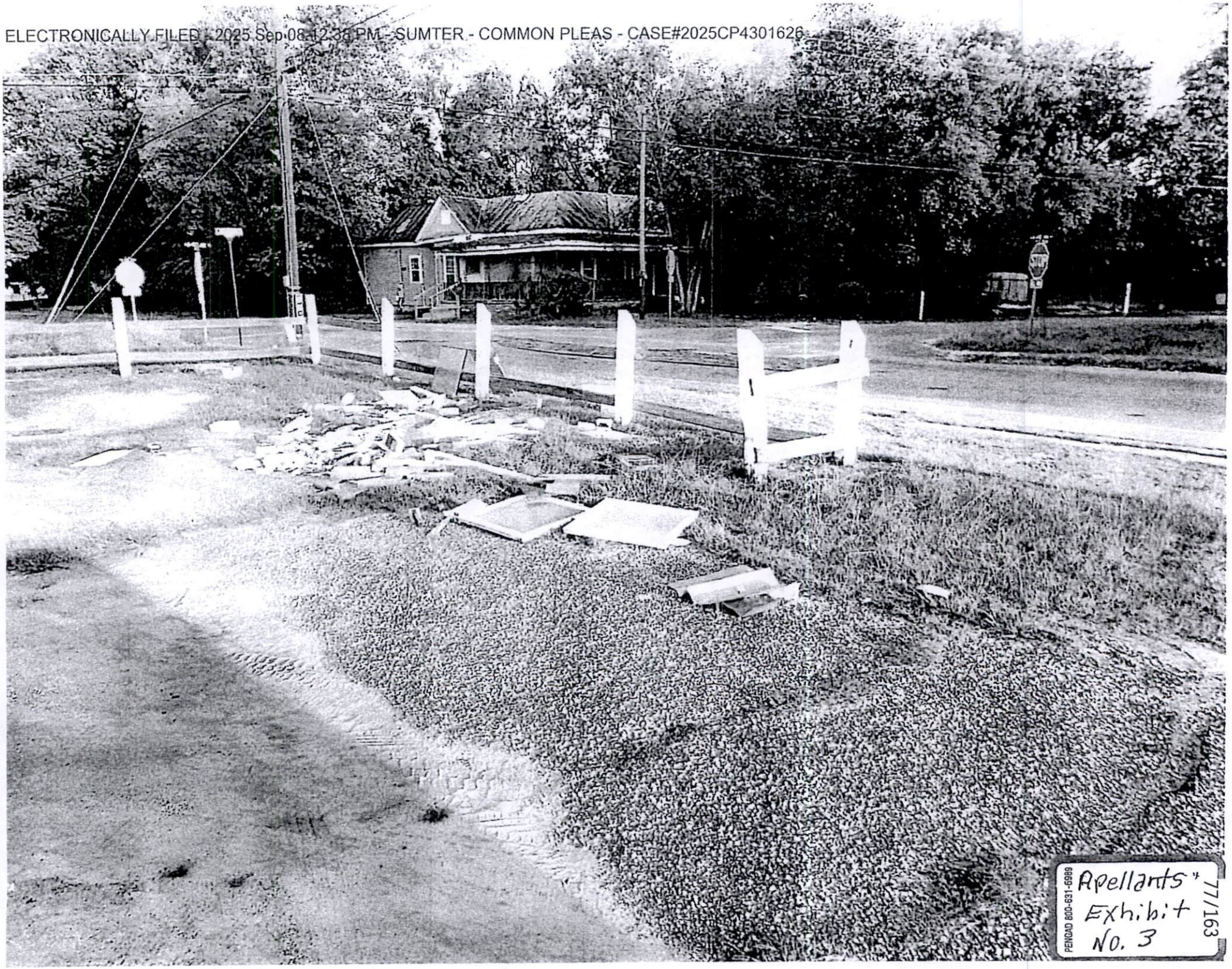

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PEHGAD 800-631-6989

Appellants' Exhibit No. 4

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STATE OF SOUTH CAROLINA COUNTY OF SUMTER	IN THE COURT OF COMMON PLEAS FOR THE THIRD JUDICIAL CIRCUIT Case No.: 2025-CP-43-_____
Grand Bay L.L.C., Respondent, vs. Burgess Brogdon Building Supply and Subsidiary and Burgess-Brogdon L.L.C., Appellants.	Appeal From THE MAGISTRATE COURT For Sumter County Civil Case No.: 2023-CV-43-10103666 **NOTICE OF APPEAL TO THE COURT OF COMMON PLEAS**

Appellants, Burgess Brogdon Building Supply and Subsidiary and Burgess Brogdon, L.L.C., appeal from the following Orders of the Honorable Brian K. Griffin, Judge of the Magistrate Court for Sumter County:

- Order filed August 22, 2025, and served upon Counsel for the Appellants on August 25, 2025;
- Order denying Motion for New Trial served upon Counsel for the Appellants on September 4, 2025; and
- Order served upon Appellants' Counsel on September 5, 2025, denying request to rule on Appellants' Motion to Stay Ejectment

ISSUES ON APPEAL

I. **Did the Judge err in dismissing Appellants' Counterclaim that the Magistrate Court was without jurisdiction when Appellants' equity in title to the subject property was at issue?**

II. **Did the Judge err in refusing to rule on Appellants' Motion to Stay Ejectment?**

III. **Did the Judge err in summarily ejecting the Appellants without due process?**

IV. **Did the Judge err in denying Appellants' request for a trial by jury?**

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FACTS

This case commenced with a letter dated June 29, 2023, from Willie H. Brunson, Esquire, attorney for the Respondent, addressed to the Appellants terminating a lease agreement between the parties for nonpayment of rent and giving the Appellants thirty (30) days to vacate the property. Appellants operate a retail lumber and building-supply business on the property. Attached to the letter was a copy of a Commercial Lease Agreement dated May 24, 2022, between Grand Bay LLC "on behalf of Bruno Raschio, Landlord, of the first part, and Burgess Brogdon Building Supply & Subsidiary, Tenant, of the second part, and Burgess Brogdon, LLC, Tenant and Robert A. Burgess, III, Guarantor, and Eugene K. Weston, Jr., Guarantor, of the third part (hereinafter referred to as "Lease Agreement"). Under Definitions, the Lease Agreement provided as follows:

a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease.

e. "Premises" means the industrial premises at 220 Dingle St., Sumter, SC 29150, USA and comprises a Leasable Area of 26,608.00 square feet.

f. "Rent" means the total of Base Rent and Additional Rent.

Lease Agreement, Definitions, P. 2, pa. I.

Term

6. The term of the Lease commences at 12:00 noon on July 5, 2022 and ends at 12:00 noon on July 5, 2027 (the "Term").

7. Notwithstanding that the Term commences on July 5, 2022, the Tenant is entitled to possession of the Premises at 12:00 noon on May 20, 2022.

Lease Agreement, Term, P. 3, pa. 6-7.

Rent

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9. Subject to the provisions of this Lease, the Tenant will pay a base rent of $4,933.48 plus the prorated portion of the property taxes, payable per month, for the Premises (the "Base Rent), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

10. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 3401 NW 82nd Ave, Doral, FL 33122, USA, or at such other place as the Landlord may later designate.

Lease Agreement, Rent. P. 3, pa. 9-10.

When the Appellants did not vacate the premises by July 31, 2023, a Summary Court Rule to Vacate or Show Cause (Eviction) was filed on August 8, 2023, and served upon the Appellants on August 10, 2023. The Application for Ejectment sworn to on August 2, 2023, by Willie H. Brunson, Esquire, Counsel for the Respondent Mr. Brunson affirmed that a landlord-tenant relationship exists between Grand Bay, LLC, and Burgess Brogdon Building Supply and Subsidiary and Burgess-Brogdon LLC., that rent was past due in the amount of $4,933.38, and that the terms of the lease have been violated by Appellants' failing to pay taxes.

Appellants filed and served a Return to the Rule to Vacate or Show Cause (Eviction) on August 18, 2023, asserted a Counterclaim that the Magistrate's Court was without jurisdiction because Appellants' equity in title to the subject property was at issue, and requested a jury trial.

Attached to Appellants' Return as Defendants' Exhibit #1 was a Real Estate Purchase Option Agreement dated May 24, 2022, between Bruno Raschio, Seller/Landlord, of the first part, and Burgess Brogdon Building Supply & Subsidiary, and Burgess-Brogdon, LLC, (collectively and individually the "Buyer/Tenant") of the second part (hereinafter referred to as "Option Agreement"). The Option Agreement provided as follows:

> WHEREAS Seller/Landlord is the fee owner of certain real property being, lying and located at **220 Dingle St, Sumter, SC 29150** (the "Property"), NOW, THEREFORE, for and in consideration of the covenants and obligations contained on the LEASE AGREEMENT ("the Lease Agreement") signed

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> between the parties and dated this same date of 05/24/2022 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/Landlord hereby grants to Buyer/Tenant an exclusive option and the privilege of purchasing property at any time during the term of the Lease Agreement or any extension thereof. The Buyer/Tenant shall notify the Seller/Landlord in writing of the exercise of this option at least ten (10) days prior to the expiration of the initial term of this Lease or the expiration of any extension thereof, by mail to the last-provided address of Seller/Landlord.
>
> *Option Agreement, P. 1.*

Issues pertaining to bond were tried before Summary Court Judge Kimberly W. Land on September 18, 2023, at the conclusion of which she issued the following written Judgment dated September 18, 2023:

> Bond is set at $9,866.96 to be paid to the Court by Oct 5, 2023. Payment will be late on Oct 11, 2023 and the writ will be issued on that date.

The Appellants made the October 2023 bond payment of $9,866.96, to the Court as required. Thereafter, the Appellants made monthly payments to the Respondent in the amount of $9,866.96 until June of 2025.

In response to being served with a Writ of Ejectment dated July 23, 2025, Appellants filed and served a Return to the Rule to Vacate or Show Cause (Eviction) on August 1, 2025, in which they asserted a Counterclaim that the Magistrate's Court was without jurisdiction because Appellants' equity in title to the subject property was at issue, and requested a jury trial.

On August 11, 2025, Appellants and their counsel were served with a Magistrate Summons to appear for a bench trial (Motion Hearing) in this case. At the Motion Hearing before Summary Court Judge B. Keith Griffin, Appellants' Attorney presented arguments on the issues raised in Appellants' Return and Counterclaim and reiterated Appellants' Motion that the Application for Ejectment be dismissed for lack of jurisdiction. At no time did Counsel waive or withdraw Appellants' request for trial by jury.

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Judge Griffin filed his Order on August 22, 2025, in which he denied Appellants' Motion that the Court lacks jurisdiction, issued a new Writ of Ejectment, and gave the Appellants twenty-four hours after service of the writ of ejectment to voluntarily vacate the premises located at 220 Dingle Street. The Order also provided that in the event of an appeal to the Circuit Court, a new appeal bond hearing shall be held.

The Appellants filed and served a Motion for a New Trial on September 2, 2025, in which it recited facts in the record which supported Appellants' contention that the case at bar is not an arms length real estate rental action. One such fact is the similarity in the consideration in the following four documents affecting possession, transfer, and title to the property executed by the same or variations of the same parties: (1) The base monthly rental in the Lease Agreement is $4,933.48. *(Plaintiff's Exhibit #1)* (2) The net price in the Option Agreement is $4,933.48. *(Defendants' Exhibit #1).* (3) The Consideration for the Contract, Agreement to Buy and Sell Real Estate, *(Defendants' Exhibit #2).* The consideration for the Title to Real Estate is $493,348.00 *(Defendants' Exhibit #3).*

Defendants' second Return filed August 1, 2025, reiterated the same issues raised in the Return filed August 18, 2023, because no disposition had been made of the initially-raised issues during the two-year pendency of Appellants' jury trial request. South Carolina statute gives guidance concerning the disposition to be made of cases in this category. "In the event a jury trial is requested and upon motion of either party or upon his own motion, the magistrate may order that the commercial lease ejectment case be heard at the next term of court following the tenant's appearance." S.C. Code Ann. § 27-37-155(B)(1) (1976 as amended)

The Appellants contend that all monies due under the Lease Agreement and the Option agreement have been paid. Judge Land set the bond at $9,866.96 - twice the monthly base rent

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amount of $4,933.48. Appellants paid the bond of $9,866.96 to the Court in October of 2023. Thereafter, until the alleged nonpayment for June 2025, the Appellants paid $9,866.96 per month to the Respondent, of which $4,933.48 was for the base rent. According to § 27-37-155 Commercial Lease contract claims and counterclaims:

> (A) In any action involving a commercial lease where the landlord sues for possession and the tenant raises defenses or counterclaims pursuant to this chapter or the lease agreement:
>
> (1) the tenant is required to pay the landlord rent which becomes due after the issuance of a written rule requiring the tenant to vacate or show cause as rent becomes due and the landlord is required to provide the tenant with a written receipt for each payment except when the tenant pays by check; and
>
> (2) the tenant is required to pay the landlord all rent allegedly owed prior to the issuance of the rule; …

Therefore, the funds to pay any alleged taxes due would have been collected monthly in the excess funds paid over and above the base rent payments for a period of approximately two years. For this reason, any alleged nonpayment of rent stated in the Affidavit for Ejectment would be a misstatement of fact.

Appellants asserted in the Motion for a New Trial that this is a continuing case based upon the Rule to Vacate or Show Cause filed August 8, 2023, that good and sufficient bond has been duly set by the Summary Court Judge, posted by the Defendants, and the bond remains in the possession of the Court. The Court acknowledged in its Order filed August 22, 2025, that the amount of rent due is $4,933.38, that the rent was due for June and July 25, 2025, that the Appellants had made the monthly payments to the Respondent from 2023 to 2025, and took notice of the fact that the "contracting parties were not identical in both agreements."

Attached to Appellants' Motion as Defendants' Exhibit 2 was a Contract, Agreement to Buy and Sell Commercial Real Estate, dated July 11, 2022, between Burgess Brogdon Building

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Supply Subsidiary, Burgess-Brogdon LLOC, and Robert A. Burgess, III, Sellers, and Bruno Raschio, as Purchaser, for the following property:

220 Dingle Street; 3.27 acres; 8.01 acres
Sumter, South Carolina 29150
Tax Map Numbers: 227-04-03-024, 227-04-03-025, 227-04-03-025-00002, and 227-04-03-028

Contract, Agreement to Buy and Sell Commercial Real Estate. between Burgess Brogdon Building Supply Subsidiary, Burgess-Brogdon LLC, and Robert A. Burgess, III, Seller, and Bruno Raschio, Purchaser, dated July 11, 2022, Defendants' Exhibit #2.

Also attached as Defendants' Exhibit 3, is a copy of a deed, Title to Real Estate, dated July 11, 2022, and recorded July 12, 2022, in the office of the Register of Deeds for Sumter County in Book 1304 at Pages 1167-1172, whereby Robert A. Burgess, III, conveyed to Bruno Raschio real estate described as follows:

TMS No.: 227-04-03-024
Property Address: 220 Dingle Street, Sumter, SC 29150

The Consideration is $493,348.00

Title to Real Estate, dated July 11, 2022, recorded in the office of the Register of Deeds in Bookom1304 at Pages 1167-1172, conveyance from Robert A. Burgess, III, Grantor, to Bruno Raschio, Grantee; Defendants' Exhibit #3

The Appellants sought the following relief in the Motion for a New Trial:

1. Require an accounting of all proceeds collected from or on behalf of the Defendants, find for the Defendants, and return excess funds to them,

2. Re-examine the record in this case and dismiss the action for lack of jurisdiction or, in the alternative,

3. Grant a new trial to fully litigate the issue prior to a final disposition of the case;

4. Stay the pending writ of ejection, . . .

Judge Griffin filed and served the following Order on September 3, 2025:

> This matter is before me pursuant to a Motion for a New Trial filed by Defendant Burgess Brogdon Building Supply & Subsidiary of Burgess Brogdon, LLC., on September 2, 2025. After a review of the motion in its entirety, the motion is

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respectfully **denied.** The writ of ejectment may proceed as previously ordered. In the event of an appeal, the court requests a copy of the appeal immediately after its filing in order that an appeal bond may be set in accordance with Section 27-37-130 of the South Carolina Code.
AND IT IS SO ORDERED

At the same time the Motion for a New Trial was filed on September 2, 2025, the Appellants filed and served a Notice of Motion and Motion to Stay Ejectment. The Motion sought a stay of the Writ of Ejectment which Ordered that the Appellants would have twenty-four hours after service of the Writ of Ejectment to voluntarily vacate the premises located at 220 Dingle Street. The Appellants did not receive an Order addressing the Motion to Stay Ejectment, and the Motion to Stay was not mentioned in Judge Griffin's Order dated September 3, 2025. *Judge B. Keith Griffin's Order dated 09/03/2025; Appellant's Exhibit #1.*

On September 4, 2025, Counsel for the Appellants sent the following email to Judge Griffin acknowledging receipt of the Court's Order denying Appellant's Motion for a New Trial and requesting that the Court rule on his Motion to Stay Ejectment in the case.

From: moorelawfirm@ftc-i.net <moorelawfirm@ftc-i.net>
Sent: Thursday, September 4, 2025 4:32:49 PM
To: Bryan K. Griffin <bgriffin@sumtercountysc.gov>; 'Willie H. Brunson' <wbrunson@thebrunsonlawfirm.com>; Gary Beaver <gbeaver@sumtercountysc.gov>
Subject: RE: ORDER 2023CV4310103666

⚠ CAUTION: External Email
This message came from outside of Sumter County Government. Do not click links or open attachments unless you are certain of the sender's identity and trust the content.
Good Afternoon Judge Griffin,

This will acknowledge receipt of your email sent at 12:18 P.M. today transmitting your Order denying my Motion for a New Trial in the case of *Grand Bay, L.L.C., v. Burgess Brogdon Supply And Subsidiary, et al.,* Case No. 2023-CV-43-10103666. The purpose of this email is to respectfully request that the Court rule on my Motion to Stay Ejectment filed contemporaneously with my Motion for a New Trial on September 2, 2025. Hopefully, a ruling will provide clarification of the following issue.

The most recent Order stated as follows: "The writ of ejectment may proceed as previously ordered."

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Your previous Order dated August 22, 2025, Ordered that a new Writ of Ejectment be issued and that the Defendants would have twenty-four hours after service of the Writ of Ejectment to voluntarily vacate the premises located at 220 Dingle Street.

The Bond posted with the Court in 2023 insured the status quo pending a jury trial. I received a Notice dated August 12, 2025, that this case is on the Jury Trial Roster for the week of September 29 – October 3, 2025. Does not the bond posted with the Court and the double amount of the rent paid per month for approximately two years insure that the Defendants will remain in possession of the property pending the outcome of the jury trial? Thank you for your consideration and cooperation in this matter.

Dwight C. Moore
Attorney-at-Law
Moore Law Firm, L.L.C.
P. O. Box 1229 (29151-1229)
26 North Main Street
Sumter, SC 29150
Telephone (803) 778-6520
Fax (803) 775-6365
E-Mail: moorelawfirm@ftc-i.net

Judge Griffin emailed the following response on September 5, 2025:

From: Bryan K. Griffin <bgriffin@sumtercountysc.gov>
Sent: Friday, September 05, 2025 9:17 AM
To: moorelawfirm@ftc-i.net; 'Willie H. Brunson' <wbrunson@thebrunsonlawfirm.com>; Gary Beaver <gbeaver@sumtercountysc.gov>
Subject: Re: ORDER 2023CV4310103666

Gentlemen: It is this court's position that any further matters relating to this case must be addressed via appeal to the Circuit Court. To clarify, my latest order denies any and all motions by the defendant. Regarding your inquiry regarding the amount of bond payments, any challenge to the bond amount set by Judge Land should have been made via motion to reconsider within 10 days of her order setting the bond. Because that time period has long passed, her bond order is the law of the case.

Respecfully,
B. Keith Griffin

Chain of two Emails between Judge B. Keith Griffin and Dwight C. Moore with copy of each to Willie H. Brunson and Gary Beaver, Appellants' Exhibit #2

Judge Griffin's email was sent at 9:17 A.M. on Friday, September 5, 2025. By mid afternoon on Friday, September 5, 2025, Appellant Eugene Weston, Jr., received notice that the alarm system on the business had been triggered. When business personnel inspected the

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APP 88/163
EXHIBIT NO. 1

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STATE OF SOUTH CAROLINA COUNTY OF SUMTER	IN THE SUMMARY COURT CIVIL ACTION NO.: 2023CV4310103666
GRAND BAY L.L.C, Plaintiff, vs. BURGESS BROGDON BUILDING SUPPLY & SUBSIDIARY & BURGESS BROGDON, L.L.C., Defendant.	**ORDER**

This matter is before me pursuant to a Motion for a New Trial filed by Defendant Burgess Brogdon Building Supply & Subsidiary of Burgess Brogdon, LLC., on September 2, 2025. After a review of the motion in its entirety, the motion is respectfully **denied**. The writ of ejectment may proceed as previously ordered. In the event of an appeal, the court requests a copy of the appeal immediately after its filing in order that an appeal bond may be set in accordance with Section 27-37-130 of the South Carolina Code.

AND IT IS SO ORDERED!

B. Keith Griffin
Summary Court Judge, Sumter County

Sumter, South Carolina
September 8, 2025

RECEIVED
IN
SUMMARY COURT
190 E CANAL ST.
SUMTER COUNTY
SOUTH CAROLINA
DATE 9/3/25
TIME 3:44pm

PENGAD 800-631-6989
Appellants Exh. 89/163 No. 2

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moorelawfirm@ftc-i.net

From: Bryan K. Griffin <bgriffin@sumtercountysc.gov>
Sent: Friday, September 05, 2025 9:17 AM
To: moorelawfirm@ftc-i.net; 'Willie H. Brunson'; Gary Beaver
Subject: Re: ORDER 2023CV4310103666

Gentlemen: It is this court's position that any further matters relating to this case must be addressed via appeal to the Circuit Court. To clarify, my latest order denies any and all motions by the defendant. Regarding your inquiry regarding the amount of bond payments, any challenge to the bond amount set by Judge Land should have been made via motion to reconsider within 10 days of her order setting the bond. Because that time period has long passed, her bond order is the law of the case.

Respecfully,
B. Keith Griffin

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From: moorelawfirm@ftc-i.net <moorelawfirm@ftc-i.net>
Sent: Thursday, September 4, 2025 4:32:49 PM
To: Bryan K. Griffin <bgriffin@sumtercountysc.gov>; 'Willie H. Brunson' <wbrunson@thebrunsonlawfirm.com>; Gary Beaver <gbeaver@sumtercountysc.gov>
Subject: RE: ORDER 2023CV4310103666

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The most recent Order stated as follows: "The writ of ejectment may proceed as previously ordered."

Your previous Order dated August 22, 2025, Ordered that a new Writ of Ejectment be issued and that the Defendants would have twenty-four hours after service of the Writ of Ejectment to voluntarily vacate the premises located at 220 Dingle Street.

The Bond posted with the Court in 2023 insured the status quo pending a jury trial. I received a Notice dated August 12, 2025, that this case is on the Jury Trial Roster for the week of September 29 – October 3, 2025. Does not the bond posted with the Court and the double amount of the rent paid per month for approximately two years insure that the Defendants will remain in possession of the property pending the outcome of the jury trial? Thank you for your consideration and cooperation in this matter.

Dwight C. Moore
Attorney-at-Law

Moore Law Firm, L.L.C.
P. O. Box 1229 (29151-1229)
26 North Main Street
Sumter, SC 29150
Telephone (803) 778-6520
Fax (803) 775-6365
E-Mail: moorelawfirm@ftc-i.net

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From: Bryan K. Griffin <bgriffin@sumtercountysc.gov>
Sent: Thursday, September 04, 2025 12:18 PM
To: Dwight Christopher Moore <moorelawfirm@ftc-i.net>; Willie H. Brunson <wbrunson@thebrunsonlawfirm.com>; Gary Beaver <gbeaver@sumtercountysc.gov>
Subject: Fw: ORDER 2023CV4310103666

Please see attached.

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From: Mary A. Hall <mhall@sumtercountysc.gov>
Sent: Thursday, September 4, 2025 10:49:03 AM
To: Bryan K. Griffin <bgriffin@sumtercountysc.gov>
Subject: ORDER 2023CV4310103666

Good morning, I am sorry for the delay, attached is the order for Grandy Bay LLC vs. Burgess Brogdon Building Supply & Subsidiary & Burgess Brogdon, LLC.

Thank you,

Mary A. Hall
Civil Clerk
Sumter County Summary Court
190 East Canal Street
(P) (803) 436-2297
(F) (803) 774-6170
mhall@sumtercountysc.gov

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STATE OF SOUTH CAROLINA COUNTY OF SUMTER	IN THE MAGISTRATE COURT OF THE Civil Case No.: 2023-CV-40 10103666
Grand Bay, LLC, Plaintiff, vs. Burgess Brogdon Building Supply and Subsidiary Burgess-Brogdon, LLC, Defendants.	**AFFIDAVIT OF EUGENE WESTON**

Personally appeared Eugene Weston who, upon being first duly sworn, deposes and says as follows:

- My name is Eugene Weston, and I am the son-in-law of Robert (Bobby) Burgess, III.
- This company, Burgess Brogdon, began operations in 1945 with my grandfather being a founder.
- It has been in operation since that time here in Sumter, South Carolina.
- In 2022, we entered into a Lease with the Option to Buy Agreement with Grand Bay,
- LLC.
- The lease started on May 24, 2022 with payments being $4,933.48.
- In 2023, we were taken to Magistrate Court because we were behind two (2) payments.
- This Court ordered a bond. The bond was for two (2) times the rent with the option to buy payment. The monthly payments were $4,933.48. The bond doubled this amount to $9,866.96.
- The $9,866.96 payment amount was made from October 5, 2023 through June 9, 2025.
- From May, 2023 until June 2024 the amount paid was approximately $54,263.00.

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- The total amount paid from the Agreement through June, 2025 is $261,449.00.
- The Lease with the Option to Buy is approximately $490,000.00.
- Because the payments were doubled from October 2023 to June 2025, an overage of approximately $55,000.00 was paid.
- On Friday, September 7, 2025, the alarm went off at 3:45 p.m., I was informed that the locks were being torn off of the building and that items from inside of the business were being placed on Dingle Street. This went on for several hours. Needless to say, that by Saturday morning, these items were gone.
- This continued on Saturday and by Sunday morning, all items were gone.
- Inside of the building were client information, credit card information, computers, displays, construction merchandise and other goods.
- I am unable to determine the damage done because of this.

Eugene Weston

Sworn to before me this 8th
Day of September, 2025.

_____(L.S.)
Notary Public for South Carolina
My commission expires 7/27/26

a hardship. The economy is not so mechanical that we can push a button and then you print a $10,000 check as you wish. This situation placed a hardship on him from the language in a bond that wasn't clear. The failure to account for the money by the Magistrate's Court, and the fact that we never got before the Court for what we requested, that to be the jury trial.

THE COURT: Thank you, Mr. Moore.

Mr. Brunson, glad to hear from you.

MR. BRUNSON: Thank you, Your Honor. May it please the Court?

THE COURT: Yes, sir.

MR. BRUNSON: Your Honor, a lot of what Mr. Moore said will be addressed here. He indicates that he doesn't know what happened to the money. Well, I can say as an officer of the court, the money that was paid into the Court was distributed to the landowner. So the Court is not holding any money on the first bond.

In regard to the mystery as to why the bond was $9,800, there is no mystery. In fact, Judge, the record speaks for itself. This tenant is paying the 4,000 and some odd dollars per month pursuant to this commercial lease agreement, the one that Mr. Moore has. There is a clause in this commercial lease agreement, as there exists in every commercial lease agreement, don't miss payments, they missed

payments and so the writ was solved and so we filed the application for the writ because they had missed months.

Of course, Mr. Moore then petitions the Court and an appeal bond was set. We went to the hearing and appeared in front of Judge Land and during the appeal bond hearing, it was brought to Judge Land's attention that this commercial lease agreement was written very well, duly executed by all parties, and expressly says on Page 6 Over Holding and I read for the Court's hearing, if the tenant continues to occupy the premises without the written consent of the landlord after the expiration or other termination of the term, then without any further written agreement, the tenant will be a month to month tenant at a minimum monthly rental equal to twice the base rent and so, not only was this document presented to Judge Land, it was read into the record and we therefore advocated for the best interest of my client for twice the base rent, hence the $9,800 and so Judge Land agreed with my argument and reviewed the contract and agreed that the term has been terminated by the letter that was given, thereby making them a month to month, thereby activating Clause Number 24, Page 6 of 14 of the Commercial Lease Agreement between these parties and requiring him to make bond payments twice the base rent and so that's how that amount came up to $9,800, $4,933.48 times two and so the defendant then began paying that bond.

Thirty days went by, a year went by. This tenant/defendant didn't make any fuss whatsoever about it because he understood it. He understood what his lease said and he understood what Judge Land ruled. It was only until this defendant breached and failed to make the bond payments that they now take objection to the amount that was being paid.

Well, I submit to the Court's consideration that if that tenant disagreed with Judge Land's ruling, there would have been an appropriate vehicle to address that issue, but instead they acquiesced and continued to pay.

Now, and I can pass this up for the Court's consideration if it needs the lease.

THE COURT: I'm glad to look at it. What I probably would like to do though, is make that an exhibit.

I don't know if Mr. Moore has an objection to that. Do you have an extra copy that we can make as an exhibit, Mr. Brunson?

MR. BRUNSON: I do not, but I'll be happy to make one and provide it to the Court.

THE COURT: Objection, Mr. Moore?

MR. MOORE: Yes, sir. This would be my objection again, if argument is that the lower court Magistrate made her order based upon this, that should be in the Court's file. This is my position that that was not -- that an order that doesn't speak to this lease agreement was done,

and Mr. Brunson's description of it is certainly not in order, then the Court would need the Court's file to determine whether or not there's any merit to that.

THE COURT: Well, I think one of the things you specifically wanted me to get from the Magistrate Court was the lease agreement, wasn't it?

MR. MOORE: The entire file, not just the lease agreement, the entire file.

THE COURT: Well, wouldn't that be -- I mean, you, you specifically mentioned lease agreement at one point, didn't you?

MR. MOORE: Well, I mentioned it only because you said that if you needed it, you would get -- considered getting it.

THE COURT: Well, what's the difference between Mr. Brunson giving it to me and me getting it from the Magistrate's Court?

MR. MOORE: Well, he mentioned that in conjunction with an order that the magistrates Court gave that the reason for the $9,800 amount was because of what that document said. I disagree with that, but I think that you need to have the entire file before -- and I'll make argument for that. My objection is noted that I think you need to have a complete file instead of part and parcel of it.

THE COURT: I understand. How about specifically as to the lease agreement though. I understand you want me to get the complete file, but as to the lease agreement that Mr. Brunson is presenting to the Court, your objection to that is what?

MR. MOORE: Is that, again, in order to have there's an option to buy a portion of this file, not just a lease agreement. I'd ask the Court to have it all at one time, so you can view it completely.

THE COURT: All right. Overruled, Mr. Moore.

Mr. Brunson, if we can get a copy of that to submit, we'll make that as the Respondent's Number 1.

(WHEREUPON, Respondent's No. 1 was admitted into evidence.)

MR. BRUNSON: Yes, sir, your Honor, and Mr. Moore also talks about this purchase option, an option to buy. Well, Your Honor, we think it's relevant as well and the reason it's relevant is because this purchase option, which was entered into at the same time as the lease, it expressly estates that on Page 2: The seller grants the buyer an option to purchase lease property together with all the building improvement on terms and conditions as follows. It expressly states: The buyer tenant may exercise the purchase option after two years payment.

So the reason the lease and the purchase option

work in tandem is because the buyer can't even activate a purchase option until after they've paid two years of lease. The whole point of the eviction from the landowner's position -- standpoint is that they never made it to the two years because they breached the lease agreement prior to being even ever able to exercise the option, so no option exists and the lease is what talks about why they need to pay double and it's a contractual agreement between two business entities and I'm certain that they are duly executed and understood the terms and if Your Honor does the math, you will he would conclude that that monthly amount, 4,000 -- well, the amount that the Judge ordered, the 9,866.96 divided by two is the monthly amount.

So I respectfully ask the Court to review it and find that the plaintiff is without any merit on its appeal and there was a question that was asked of the tenant, well, clearly the failed to pay on the first lease, which is why that writ was filed and then the bond was put in place and then they failed to make that bond and then of course there was appeal and so Judge Griffin said, Well, we're going to basically now allow you to pay the $4,888, but don't miss a payment and you asked Mr. Moore, or rather his client, if they missed a payment? Well, the answer to it is yes, and so after he missed that payment, the Court issued its order and basically dismissed the appeal.

So we take the position that the Court did not make any errors, that everything the Court did was pursuant to South Carolina law and if we need to put a little bit of law on it, Your Honor, Section 27-37-150 and 155 deals with what commercial tenants are required to do. They're required to make payments. The writ was appropriate because they didn't.

The defendant in this case or so the tenant never exercised the option because the two years required in the option never arrived and that they were given notice of the termination of the lease and therefore the options, so they forfeited their right to exercise it, therefore, there is no equity and the Court has jurisdiction because, subject matter jurisdiction, because Mr. Moore argued that it didn't. But it does because it's a lease and we all know that the Magistrate Court has exclusive jurisdiction over leases and therefore they were squarely within their jurisdiction and so for those reasons, Your Honor, we respectfully ask the Court to dismiss the tenant's appeal and find for the Magistrate in this case.

THE COURT: Thank you, Mr. Brunson.

Mr. Moore, give me the last word.

MR. MOORE: Thank you. Just briefly.

Mr. Brunson is a smart guy, except we come out here -- we come here today, Your Honor, about this one

thing, a order from a hearing in the Magistrate's Court from a trial that we did not hear with argument on, because there was never a trial that was requested. The order that came from the first Magistrate does not say in the language that this is pursuant to any lease agreement or option to buy, she just said bond.

Mr. Brunson is trying to make it a duplicious (sic) payment to go toward the lease agreement with the option to buy, but that's not what the order said, the order makes no mention of that and so we can't infer, at least he can or should not be able to infer, language that's not in the order to make it to his advantage. Orders need to be cleared and precise, and that order says bond. It doesn't say --

THE COURT: Well, it just says bond.

MR. MOORE: That's correct.

THE COURT: I mean, he's saying that the rent should have been twice what the initial amount was according to the lease and he's saying that it's rent. You're telling me that it really should be credited towards future rent or towards the purchase price under the option to purchase, aren't you?

MR. MOORE: No, sir, I'm just -- I'm just telling you -- kind of sort of, I guess, but we are basing our position on what was written or not written in the bond --

bond order. The order said bond. It didn't tie it to a lease agreement, it didn't tie it to an option to buy, it simply said bond payment.

Now, they wanted to be a duplicious (sic) payment, that's to their advantage, they make two times the rent on the issue. But that's not what the Court's order said and so I hope that we won't deductively decide or add language to the order that the order does not give a basis for doing, because that's not what order said and what we don't have here, we're just appealing from a motion in both the return on the denial of motion.

I remind the Court that if Mr. Brunson says that Court had jurisdiction, we never had a trial which we asked for, never happened, and three years later, it's yet to happen and so that's my position and we believe that you should be further adjourned until we get our hearing on the merits so that the Court can rule on facts instead of argument and so we have everything in front of the Court so the Court can make a proper judgment.

THE COURT: Thank you, Mr. Moore. Thank you, Mr. Brunson. It's a very interesting set of facts and well-done arguments from both of y'all. I will consider your arguments and the information that's been filed in this case. I will certainly take into consideration Mr. Moore's request that I get additional information from the

Magistrate. I will certainly decide whether or not I need that. I thank you all for your well-done arguments this afternoon. Thank you.

MR. MOORE: Thank you.

MR. BRUNSON: Thank you, Your Honor.

END OF REQUESTED PROCEEDINGS

CERTIFICATE OF REPORTER

State of South Carolina)
County of Sumter)

I, Cynthia D. Weaver, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the Court of Common Pleas for Sumter County, South Carolina, on the 13th day of January, 2026.

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

April 20, 2026

Cynthia D Weaver

Cynthia D. Weaver,
Official Court Reporter
State of South Carolina

Assessor's Endorsement
07/14/2022 10:29:25 AM

Joan A. Bayfield

BOOK:158/163
PGS: 1167 - 1172

D July 12, 2022 04:07:46 PM Pgs 6
Rec: $15.00 Total: $1,840.95
Cnty:$542.85 State: $1,283.10 Cons: $493,348.00
VICKI M. MCCARTHY - REGISTER OF DEEDS SUMTER COUNTY
BY: RBC

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

TITLE TO REAL ESTATE

Auditor's Endorsement
07/18/2022 09:17:18 AM

Samantha A. McCants

Grantee's Address
Bruno Raschio
3401 NW 82nd Avenue
Doral, FL 33122

KNOW ALL MEN BY THESE PRESENTS That I, **Robert A. Burgess, III**, in the State aforesaid, for and in consideration of the sum of **Five and No/100 ($5.00) Dollars** (And Other Valuable Consideration for the grantee) to me in hand paid by **Bruno Raschio** in the State aforesaid, (receipt whereof is hereby acknowledged) have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said **Bruno Raschio**, his heirs and/or assigns, forever

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the County of Sumter, State of South Carolina, designated as Parcels A, B, and C containing a total of 12.09 acres, more or less, as shown on a plat prepared by Andersen Land Surveying, LLC dated May 17, 2022 and recorded June 2, 2022 in Plat Book 2022 at page 135 in the Office of the Register of Deeds for Sumter County. Aforesaid plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. This description is in lieu of metes and bounds, as permitted by law under Section 30-5-250 of the 1976 Code of Laws of South Carolina, as amended. Be all of said measurements a little more or a little less and according to said plat.

The said Lot "A" being the same property devised to Robert A. Burgess, III by Deed of Distribution from the Estate of Robert A. Burgess, Jr., recorded March 3, 2021 in Deed Book 1281 at page 4740 in the Office of the Register of Deeds for Sumter County

TMS No.: 227-04-03-024
Property Address: 220 Dingle Street, Sumter, SC 29150

The said Lot "B" being the same property conveyed to Robert A. Burgess, III by deed of Allene C. Burgess as Personal Representative of the Estate of Robert A. Burgess, Jr., recorded February 16, 1994 in Deed Book 593 at page 872 in the Office of the Register of Deeds for Sumter County.

TMS No.: 227-04-03-025 and 227-04-03-025-00002
Property Address: Dingle and Council Street, Sumter, SC

The said Lot "C" being the same property devised to Robert A. Burgess, III by Deed of Distribution from the Estate of Robert A. Burgess, Jr., recorded March 3, 2021 in Deed Book 1281 at page 4740 in the Office of the Register of Deeds for Sumter County

TMS No.: 227-04-03-028
Property Address: Council Street, Sumter, SC

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular my interest in the premises before mentioned unto the said **Bruno Raschio**, his heirs and/or assigns forever.

And I do hereby bind myself and my heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said **Bruno Raschio**, his heirs and/or assigns, against me and my heirs and all other persons whomsoever shall arise lawfully claiming my interest, or to claim the same or any part thereof.

WITNESS the execution hereof by Robert Burgess, III this 11th day of July in the year of our Lord Two Thousand and Twenty-two and in the two hundred forty-sixth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Witness Signature

Jane K. Richardson

Witness Signature

Dwight C. Moore
Witness Printed Name

Robert Burgess, III (L.S.)

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF SUMTER

I, Dwight C. Moore, the undersigned Notary Public, does hereby certify that Robert Burgess, III, the within named grantor personally appeared before me this 11th day of July, 2022, and acknowledged the due execution of the foregoing instrument.

_____(L. S.)
Signature of Notary Public

Dwight C. Moore
Printed Name of Notary Public

(SEAL)

Notary Public for South Carolina

My commission expires:07/27/2030

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

AFFIDAVIT OF CONSIDERATION

Personally appeared before me the undersigned, who being first duly sworn, deposes and says:

1. I have read the information in this Affidavit and I understand such information.

2. The grantor's interest in the property located at 220 Dingle Street, Sumter, South Carolina in the County of Sumter, State of South Carolina designated as Parcel Number 227-04-03-024, 227-04-03-025, 227-04-03-025-00002, and 227-04-03-028 on the Tax Maps in the Office of the Auditor for Sumter County was transferred by **Robert Burgess, III to Bruno Raschio on July 11, 2022.**

3. **The transaction was (Check One)**

(a) **___X___ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.**

(b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ Is exempt from the deed recording fee because _____

_____
(If exempt, please skip Items 4-7 and go to Item 8 of this Affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent or principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? CHECK: Yes _____ or No _____

4. **Check one of the following if either Item 3(a) or Item 3(b) above has been checked:**

(a) **____X__ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $493,348.00**

(b) _____ The fee is computed on the fair market value of the realty, which is $_____.

c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes, which is $_____.

5. Check YES ___ or NO __X__ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in Item 4 above here:	**$493,348.00**
(b) Place the amount listed in Item 5 above here: (If no amount, place zero here)	**0**
(c) Subtract Line 6(b) from Line 6(a) and place the result here:	**$493,348.00**

7. The deed recording fee is based on the amount listed on Line 6(c) above, and the deed recording fee due is **$1,825.95**

. As required by § 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Grantor.**

(State capacity)

I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Robert A. Burgess, III, Grantor

Sworn to before me this 11th
day of July, 2022

_____(L.S.)
Signature of Notary Public

Dwight C. Moore
Printed name of Notary Public
Notary Public for South Carolina
My commission expires 07/27/2030

INFORMATION

Expect as provided in this paragraph, the term "value" means "the consideration paid or to be paid in the money of money's worth for the realty." Consideration paid or to be paid in the money's worth includes, but not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market values of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value the provisions of law.

Exempted from the fee are deeds:

(1) Transferring realty in which the value of the realty, as defined in Code Section 12-27-30, is equal to or less than one hundred dollars;

(2) Transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) That are otherwise exempted under the laws of Constitution of this state or of the United State;

(4) Transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40 (A);

(5) Transferring the realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are exchanged in order to partition the realty;

(6) Transferring an individual grave space at a cemetery owned by a cemetery licensed under Chapter 55 of title 39;

(7) That constitute a contract for the sale of timber to be cut;

(8) Transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor, However, the transfer of realty from a corporation, in a partnership, or a trust to a stock holder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or a trust;

(9) Transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries or a family trust may include charitable entities. "Family" means the grantor and grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants or any the above. A "charitable entity" means an entity which may receive deductable contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40 (A);

(10) Transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) Transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, Provided that no consideration or any kind is paid or is to be paid under the corrective or quitclaim deed.

(13) Transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.

(14) Transferring realty from one agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing realty.

(15) Transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Ace (16 U.S.C Section 791 (a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.