

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Hon. G.D. Morgan, Jr., Circuit Court Judge
Court of Common Pleas Case No. 2026CP2304661

Appellate Case No. 2026-001785

Devario Henderson-Nesbit, Appellant,
v.
Forsberg, LLC, Respondent.

**RESPONDENT’S RETURN OPPOSING APPELLANT’S MOTION TO STAY
EXECUTION**

M. Stokely Holder (SC Bar #73892)
W. Spencer Barrow (SC Bar #103813)
Megan Serrano (SC Bar #107769)
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
Attorneys for Respondent

Respondent, Forsberg LLC, by and through undersigned counsel, respectfully submits its Return in Opposition to Appellant’s Motion to Stay Execution Pending Appeal (the “Motion to Stay”) requesting the Court deny Appellant’s Motion to Stay. Respondent is entitled to immediate execution of the Circuit Court Order affirming the Magistrate Court’s Writ of Ejectment, and, in the alternative, Respondent is entitled to the immediate issuance of a supersedeas bond to adequately protect its interests during the pendency of the Appeal. In support of Respondent’s Return Opposing Appellant’s Motion to Stay, Respondent states as follows:

Procedural Background

1. On June 9, 2026, Respondent filed an Application for Ejectment in the East Greenville Magistrate Court (the “Application”) naming defendants “Davarrio Clinkscale; John

and Jane Doe(s), *whose true names are unknown*, representing any and all other persons, known or unknown, in possession of the premises located at 104 Sturbridge Dr., Greenville, SC 29615” (the “Premises”).

2. Respondent designated Appellant as named, together with any aliases, and designated any individuals who may have previously occupied, possessed, or claimed a right to possess or reside at the Premises, whose names were unknown, as John and Jane Doe(s).

3. The Application alleged and established that, *inter alia*, the tenancy of the Appellant and all other residents of the Premises had ended, that the Premises had been abandoned, and that Respondent was entitled to the immediate possession thereof.

4. Accordingly, Respondent requested that the Court issue a Rule to Vacate to be served by affixing it to the most conspicuous part of the Premises pursuant to S.C. Code Ann. § 27-37-30.

5. On June 10, 2026, in Case No. 2026CV2310302130, in connection with the Ejectment Application, the Magistrate Court Judge issued the Rule to Vacate or Show Cause requiring Appellant to vacate the Premises or otherwise appear to schedule a hearing to dispute the allegations supporting eviction within ten (10) days thereof (the “Rule to Vacate”).

6. Appellant was served with the Rule to Vacate on June 11, 2026, in the manner reflected in the record pursuant to S.C. Code Ann. § 27-37-30.

7. By June 21, 2026, Appellant failed, and was continuing to fail, to respond, request a hearing, or otherwise timely contest Respondent’s asserted right to possession for more than ten (10) days following service of the Rule to Vacate.

8. The Premises remained abandoned, and Respondent was unable to locate or identify an individual purporting to be in possession since May 27, 2026, as described in the Application.

9. On June 27, 2026, Respondent peacefully entered and reclaimed possession of the Premises pursuant to S.C. Code Ann. § 27-40-760.

10. Upon initial entry, Respondent's agents discovered abandoned personal property remained inside the Premises. The abandoned belongings were not removed, and Respondent immediately secured the Premises appropriately.

11. On June 29, 2026, the Magistrate Court entered an Order in favor of Plaintiff for a Writ of Ejectment to remove Appellant from the Property and granting Respondent the right to recover possession of the Premises (the "Writ of Ejectment").

12. On July 1, 2026, the Writ of Ejectment was served at the Premises, which appeared to remain abandoned, as reflected in the Magistrate Court record.

13. Shortly thereafter, unbeknownst to Respondent at the time, Appellant returned to the Premises, forcefully entered, and claimed hostile possession thereof, purporting to do so pursuant to rights under the SCRLTA.

14. On July 6, 2026, Respondent discovered Appellant's forceful entry and hostile possession and notified the Greenville County Sheriff's Department, as evidenced by the Incident Detail Report attached hereto as **Exhibit A** and incorporated by reference.

15. On July 6, 2026, Appellant filed its Notice of Appeal to the South Carolina Court of Common Pleas (the "Circuit Appeal"), alleging an unlawful eviction on the grounds that Appellant did not receive proper notice because the occupants were away from the Premises when the documents were posted on the front and back doors.

16. Appellant's Circuit Appeal was filed in the public records; therefore, the Sheriff declined to take further action during pendency.

17. The East Greenville Summary Court set a Bond Hearing in the matter for July 13, 2026. The Magistrate Judge declined to issue a bond at the July 13, 2026 hearing.

18. On August 10, 2026, the Appeal was heard before the Honorable Judge G.D. Morgan, Jr. in the Court of Common Pleas for Greenville County.

19. Appellant failed to demonstrate valid grounds supporting the Appeal or in opposition to the immediate execution of the Ejectment.

20. On August 11, 2026, the Honorable Judge G.D. Morgan, Jr. entered an Order dismissing the Appellant's appeal and affirming the Writ of Ejectment (the "Order to Dismiss").

21. On August 11, 2026, Appellant served Respondent with its Notice of Appeal to the South Carolina Court of Appeals and its Emergency Motion to Stay Execution Pending Appeal (the "Motion to Stay").

22. On September 25, 2026, the South Carolina Court of Appeals granted a temporary stay of the Order to Dismiss so the parties may serve and file a Return and/or Reply concerning execution of the Writ of Ejectment and the issuance of any supersedeas bond or undertaking (the "Temporary Stay").

23. Specifically, the Court requested the respective Return and/or Reply filings to explain what occurred at the Magistrate Court's bond hearing and provide the original lease documentation associated with the purported tenancy in the underlying ejectment action.

24. Respondent has filed this Return and the attached, referenced, or incorporated documents herein to provide the necessary factual context to the Court in ruling on the Motion to Stay.

25. Respondent maintains that the material facts controlling this Appeal are those established in the relevant record, including, but not limited to, those in Respondent's Application for Ejectment, the Rule to Vacate, and the Writ of Ejectment.

26. Appellant declined to request a hearing on the Rule to Vacate, failed to appear, raise any defense, dispute, concern, or otherwise offer any response to the allegations asserted therein, thereby accepting the truth of the allegations and waiving the argument of an error in their facts as the basis of its Appeal.

Appellant's Original Tenancy

This matter originated as Respondent's Application for Ejectment on the grounds that, *inter alia*, the terms of the Appellant's and all other residents' occupancy of the Premises had ended. Respondent was unable to provide further information regarding Appellant's identity or the terms governing the occupancy of the Premises, as those purported rights arose under an agreement with the prior owner of the Premises, which has since been terminated.

As stated in the Application, Respondent acquired title to the Premises by purchase at a judicial foreclosure sale on March 2, 2026, following the prior owner's default on a mortgage. Throughout the foreclosure and sale process, the prior owner and "the occupants of 104 Sturbridge Drive, Greenville, SC 29615" were provided adequate notice of the proceedings via certified mail and an opportunity to assert any rights arising thereunder. As evidenced in the public index, such notice included, *inter alia*, the mortgage, the foreclosure action and sale, and the conveyance of title to the Property following that sale.

Despite proper notice, Appellant failed to respond in any meaningful manner. The Judgment of Foreclosure and Sale and the subsequent Master's Title vesting title in Respondent (collectively, "Respondent's Title") explicitly extinguished the prior owner's ownership interests,

along with any such tenancy interest or possessory rights arising thereunder. Notwithstanding the legal notice, Respondent made numerous courtesy attempts to contact Appellant to explain the change in ownership and to determine a move-out date that would allow time to secure new housing.

In fact, Respondent visited the Premises and believed to have met an individual named Davarrio Clinkscale, who was the resident onsite. Respondent offered to assist this individual, later identified as Appellant, in locating and securing housing through its residential real estate connections. Shortly after that interaction, Appellant purported to prohibit Respondent from returning to the Property or from attempting further contact, as the ongoing efforts to do so were alleged to constitute harassment. Respondent was unable to amicably explain the purported “misunderstanding” to Appellant or obtain rightful legal possession.

Appellant remained in possession of the Premises and continued to avoid Respondent’s attempts to resolve the holdover tenancy amicably. Appellant refused to disclose any personal identifying or contact information, failed to provide a copy of the purported prior lease agreement, and otherwise would not agree to any resolution that no longer afforded the benefit of ongoing free possession and occupancy of the Premises. Respondent’s attempts to resolve the hostile possession were unsuccessful, and the continued unauthorized possession constituted no more than a tenancy at will and/or a tenancy at sufferance.

Despite demand, Appellant willfully and intentionally failed and refused to pay fair market rent or to enter into a term tenancy with Respondent, purporting to have independent tenancy rights. On April 17, 2026, Respondent again terminated any such possessory rights by written notice to vacate within 30 days thereof, together with a demand for the immediate surrender of possession (the “Notice to Vacate”). Following the issuance of the Notice to Vacate, Respondent

continued to monitor the Premises and prepare for any conversation initiated by Appellant in response. However, Respondent observed that, as of May 27, 2026, the Premises had been abandoned and that no person could be found in possession thereof for more than 15 days.

Accordingly, Respondent filed its Application for Ejectment, noting that Appellant's true and complete legal name may differ from the name stated, as he refused to disclose any further identifying or contact information. Additionally, the Application specifically alleged abandonment of the Premises, requested that service of the Rule to Vacate be made by affixing it to the most conspicuous part of the Premises pursuant to S.C. Code Ann. § 27-37-30, and claimed the right to immediate possession of the Premises. Respondent designated Appellant as named, together with any aliases, and designated any individuals who may have previously resided at the Premises whose names were unknown as John and Jane Doe(s).

Appellant was served with the Rule to Vacate on June 11, 2026. Over 10 days passed following service of the Rule to Vacate without Appellant requesting a hearing on the matter. Appellant did not timely invoke the procedure for contesting the allegations before the Magistrate Court issued the Writ of Ejectment.

Respondent disputes that Appellant retained enforceable possessory rights to the Premises. Even assuming Appellant's occupancy created a tenancy at will, or another landlord-tenant relationship, that possessory interest was terminated by Respondent's Title. Alternatively, Appellant abandoned the Premises under § 27-35-150 and S.C. Code Ann. § 27-40-730, permitting Respondent to retake possession.

Bond Hearing:

Following Appellant's Appeal, the Magistrate issued a Summons setting a Bond Hearing for July 13, 2026, in the East Greenville Summary Court. Respondent appeared prepared to

demonstrate the legal and factual basis supporting the issuance of an appropriate bond in the amount of Two Thousand Six Hundred Dollars and 00/100ths (\$2,600.00) to be paid on the first day of each month during the pendency of the Appeal.

At that Bond Hearing, Appellant appeared for the first time in this matter and blatantly misrepresented the facts to the court. Rather than discussing the substance of a bond, Appellant took the opportunity to assert disagreement with the Order on Appeal. Respondent attempted to proceed with the hearing based on the facts of record and supporting affidavits, but the hearing's purpose was derailed by Appellant's improper objections and requests for relief.

Accordingly, the Bond Hearing was concluded shortly after commencement, with the Magistrate declining to issue a bond at the time given the purported factual dispute regarding Appellant's tenancy.

Legal Standard

Right to Supersedeas Bond

The Court's authority to review applications for supersedeas and to issue a stay of execution ensures that the landlord is adequately protected during the pendency of the appeal while preserving the tenant's right to seek appellate review. Respondent seeks approval of a bond sufficient to protect Respondent's interests during any properly perfected appeal and any properly presented request for supersedeas.

Waiver to Dispute; Allegations as Fact

By failing to appear and raise the issue before the Magistrate Court, Appellant failed to preserve any objection to the service of process or the misnomer, which was a harmless technical error that did not affect the substantial rights or notice of the proceedings; therefore, service of process remains legally sufficient.

The South Carolina Supreme Court has consistently held that clerical mistakes in the naming of a party do not defeat jurisdiction or invalidate service if the correct party is served, the notice accomplished its purpose of informing the party, and the party was not misled or prejudiced by the mistake. *Lee v. Storfer*, 159 S.C. 70, 156 S.E. 177 (1930). In resolving challenges to service where a defendant's name or initials were stated improperly, the court has focused on whether the service "accomplished the necessary purpose of giving defendant notice." *Id.* at 76. If the party is not misled, clerical errors in the paperwork delivered do not affect the validity of the notice or the court's jurisdiction.

Furthermore, when a party is served under an incorrect name, the misnomer must generally be raised as an objection, or it is deemed waived. The South Carolina Supreme Court adopted the rule that where a writ or process is served on the party intended to be served, and that party fails to appear and plead the misnomer, they are bound by the subsequent proceedings. *Tri-County Ice & Fuel Co. v. Palmetto Ice Co.*, 303 S.C. 237, 399 S.E.2d 779 (1990). In such circumstances, the court will not interfere in setting aside the proceedings, as the error is considered a mere misnomer rather than a defect touching the very jurisdiction of the court.

Here, a copy of the Rule to Vacate was posted and served accordingly, accomplishing the necessary purpose of giving any present occupant notice of the suit. Appellant nevertheless failed to appear, raise the issue, or otherwise contest the allegations asserted therein. Appellant's subsequent objection is entirely technical and must be disregarded.

Establishing Tenancy:

This Court has long determined that occupants of a property can be considered tenants under the SCRLTA even in the absence of a written agreement and any rent payment.

Under the general definitions in S.C. Code Ann. § 27-33-10, a "tenant" is explicitly construed to mean a tenant at will, including any person who, even without a formal written or oral agreement, occupies the property, thereby establishing a landlord-tenant relationship governed by the SCRLTA. *Bruce v. Durney*, 341 S.C. 563, 534 S.E.2d 720 (Ct. App. 2000). Accordingly, when an occupant enters upon or uses the property without the owner's agreement or permission, or by trespass, the owner has the statutory option to waive the tort and treat the occupant as a tenant at will pursuant to S.C. Code Ann. § 27-35-40.

Our State's Supreme Court affirmed that continued occupancy with the landlord's implied assent maintains the landlord-tenant relationship as a tenancy-at-will, despite the absence of a written agreement and the occupants' failure to pay rent. *Rivers v. Smith*, 446 S.C. 293, 919 S.E.2d 545 (2025). The actual payment of that rent is not required to constitute a valid landlord-tenant relationship.

Regardless, the tenant is *legally obligated* to pay the fair market rental value for the use and occupancy of the dwelling unit, and the landlord has the statutory right to collect that rent without demand or notice, at the time and place agreed upon by the parties pursuant to S.C. Code Ann. § 27-35-90. Additionally, S.C. Code Ann. § 27-35-40 establishes specific default terms for rent payment when no express agreement exists, requiring that rent be paid at the dwelling unit in equal monthly installments at the beginning of each month.

Statutory Termination & Possession:

Under South Carolina law, a tenant's abandonment of leased premises terminates the tenancy, legally permitting a landlord to enter and repossess the property without initiating formal ejectment proceedings.

Under S.C. Code Ann. § 27-35-150 and S.C. Code Ann. § 27-40-730, absence from the property for fifteen days after a default in the payment of rent is construed as abandonment of the premises. The tenant's abandonment is deemed to have terminated the lease term, giving the landlord an immediate right of entry. This statutory right of entry upon abandonment operates independently of the ejectment procedures required to remove a non-paying tenant who remains in physical possession of the property under separately applicable South Carolina law.

Our Supreme Court's controlling precedent affirms abandonment was based on the fact that the landlord, after reasonable diligence, could not locate the tenant to dispossess him, and that it was a reasonable inference that the tenant had abandoned the premises. *Barbee v. Winnsboro Granite Corp.*, 190 S.C. 245, 2 S.E.2d 737 (1939).

The rule recognized and followed in this State is also found in the concurring opinion of the Chief Justice in *Rush v. Aiken Mfg. Co.*, 58 S.C. 145, 36 S.E. 497 (1900), as follows:

"As I understand it, the rule in this state is that, where the tenancy has terminated, the landlord may enter upon and retake possession of the premises, and he commits no trespass upon the real estate in so doing, even if force is used in making such entry.... But the simple removal of the tenant's personal property from the premises which had been rented does not constitute a trespass, unless it is effected by the use of unnecessary force, whereby such property is destroyed or injured."

In *Laurens Telephone Company v. Enterprise Bank*, 90 S.C. 50, 72 S.E. 878, 881, the Court approved a jury charge instructing that, if a periodic tenant, or a tenant at will, refused to quit after due notice, then the owner of the property had a right to go upon the premises and take possession if it could do so without committing a breach of the peace or a trespass upon the tenant's person or personal property.

Here, Respondent conducted the most diligent search for Appellant and, in doing so, not only consulted private investigators but also enlisted the services of the Sheriff's office. Appellant consistently refrained from going anywhere near the Respondent and never communicated with or notified the Respondent of his whereabouts. Respondent did all that a landlord could reasonably do to notify Appellant that his tenancy had ended and that the Premises must be vacated. Appellant is responsible for abandoning the Premises and for any purported defect in notice, and he cannot now take advantage of a situation he brought about himself.

Accordingly, Respondent has been and continues to be deprived of its lawful immediate possession of the Premises. Appellant's abandonment and subsequent hostile repossession of the Premises is not a valid basis for possession or staying execution of the Ejectment, and an automatic stay of that Ejectment is not in place.

Immediate Execution of Ejectment; Issuance of Supersedeas:

Respondent is entitled to an Order affirming the right to the immediate possession of the Premises and the execution of the Ejectment. Under Rule 241(b)(10), judgments for ejectment do not automatically stay upon appeal to the Court of Appeals until the Appellant complies with the additional statutory requirements set forth in S.C. Code Ann. § 27-40-800(f)(1).

Accordingly, a stay is conditioned upon the signing of a written undertaking that Appellant will pay a bond determined by order of the relevant Circuit Court. The failure to do so entitles Respondent to apply to the clerk for a warrant of ejectment to be executed pursuant to S.C. Code Ann. § 27-37-40.

Appellant has failed to sign the required written undertaking under South Carolina law; therefore, a conditional stay pursuant to § 27-40-800(f)(1) is not in place. Respondent hereby

applies and requests that the clerk of this Court execute a warrant for Appellant's ejectment from the Property. In the alternative, Respondent is entitled to a supersedeas bond pending the Appeal.

Respondent has suffered from the continual accrual of unnecessary costs, delays, and disruptions to its business operations. Respondent maintains the right to seek this Court's issuance of a supersedeas bond in an amount sufficient to protect its interests during the pendency of the appeal, while also preserving the Appellant's right to appellate review.

A bond in the amount of Two Thousand Six Hundred and 00/100 Dollars (\$2,600.00) will compensate Respondent for the fair market rental value to use and occupy the Property per month. This reasonable compensation adequately protects Respondent and maintains an appropriate balance with Appellant's interest in seeking review and relief.

An affidavit of fact in support of the issuance of the requested supersedeas bond is attached as **Exhibit B**, as required by the Rules.

Conclusion

Appellant's repeated failure to satisfy the statutory conditions, standards, burdens, or procedures associated with this Appeal leaves the Order to Dismiss and the Ejectment subject to immediate execution to restore Respondent with immediate possession of the Premises. Therefore, Respondent respectfully requests a warrant for execution of the judgment or, in the alternative, an order requiring a supersedeas bond of Two Thousand Six Hundred and 00/100 Dollars (\$2,600.00) per month, due on the first day of each month pending the Appeal, together with such further relief as the Court deems just and proper.

For the foregoing reasons, Respondent respectfully requests that this Court:

- a. Deny Appellant's Emergency Motion to Stay Execution Pending Appeal;
- b. Enter a warrant for execution of the judgment of ejectment;

- c. Or, alternatively, set a supersedeas bond in the amount of \$2,600.00 per month during the pendency of the appeal; and
- d. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

HOLDER, PADGETT, LITTLEJOHN + PRICKETT, LLC

s/ Megan Serrano

M. Stokely Holder (SC Bar #73892)

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October 8, 2026
Greenville, South Carolina

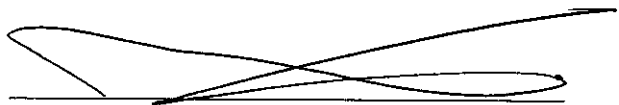
[VERIFICATION ON FOLLOWING PAGE]

VERIFICATION

STATE OF SOUTH CAROLINA

COUNTY of GREENVILLE

I, Josiah Pott, being first duly sworn, depose and say that I am the owner of Forsberg, LLC, the Respondent in the foregoing Verified Return and know the contents thereof; that the same is true of my own knowledge, except as to those matters therein stated upon information and belief, and as to those matters, I believe them to be true.



Josiah Pott, as Owner of Forsberg, LLC

Subscribed and sworn to before me this 8
day of October, 2026, by Josiah Pott,
who is personally known to me.

MADISON LEATHERWOOD
Notary Public, State of South Carolina
My Commission Expires 12/5/2035



Notary Public for South Carolina

My Commission Expires: 12-5-2035

Certificate of Service

I certify that on October 8, 2026, I served a copy of the foregoing Respondent's Return Opposing Appellant's Motion to Stay upon the following by certified mail and email.

Devario Henderson-Nesbit
104 Sturbridge Drive
Greenville, SC 29615
abondtrust@pm.me

/s/ Megan A. Serrano
Megan Serrano (SC Bar #107769)

Incident Detail Report

Data Source: **Data Warehouse**
 Incident Status: **Closed**
 Incident number: **SO260706-114527**
 Case Numbers:
 Incident Date: **7/6/2026 11:54:37**
 Report Generated: **8/7/2026 08:55:55**

Incident Information

Incident Type:	1 DEPUTY	Alarm Level:	
Priority:	Immediate	Problem:	81_Disturbance
Determinant:		Agency:	SHERIFF
Base Response#:		Jurisdiction:	SHERIFF
Confirmation#:	07062026-0108438	Division:	SOE
Taken By:	Chiurri, Stacy 313	Battalion:	SOE3
Response Area:	SO3A	Response Plan:	1D-03
Disposition:	03_Handled by Deputy No Report	Command Ch:	
Cancel Reason:		Primary TAC:	
Incident Status:	Closed	Secondary TAC:	
Certification:		Delay Reason (if any):	
Longitude:	82290444	Latitude:	34846810

Incident Location

Location Name:	FOR SGT	County:	GREENVILLE
Address:	████████████████████ Sturbridge Dr	Location Type:	
Apartment:		Cross Street:	DEWBERRY LN/DOVE TREE RD
Building:		Map Reference:	
City, State, Zip:	(C) GREENVILLE SC 29615		

Call Receipt

Caller Name:	████████████████████	Call Back Phone:	████████████████████
Method Received:		Caller Location:	
Caller Type:	Non-Emergency Line	Caller Location Phone:	
Caller Address:		Caller Apartment:	
Caller Building:		Caller County:	
Caller City, State, Zip:			

Time Stamps

Description	Date	Time	User	Elapsed Times	Description	Time
Phone Pickup	7/6/2026	11:53:15				
1st Key Stroke	7/6/2026	11:53:37			Received to In Queue	00:03:19
In Waiting Queue	7/6/2026	11:57:56			Call Taking	00:19:37
Call Taking Complete	7/6/2026	12:14:14	Chiurri, Stacy 313		In Queue to 1st Assign	00:05:38.8
1st Unit Assigned	7/6/2026	12:03:34			Call Received to 1st Assign	00:10:19.8
1st Unit Enroute	7/6/2026	12:03:34			Assigned to 1st Enroute	00:00:00.0
1st Unit Arrived	7/6/2026	12:14:11			Enroute to 1st Arrived	00:10:36.6
Closed	7/6/2026	12:47:28	Chiurri, Stacy 313		Incident Duration	00:54:13

Resources Assigned

Unit	Primary Flag	Assigned	Disposition	Enroute	Staged	Arrived	At Patient	Delay Avail	Complete	Odm. Enroute	Odm. Arrived	Cancel Reason
A43SO	Y	12:03:34	03_Handled by Deputy No Report	12:03:34		12:19:38			12:47:28			
A33SO	N	12:04:14	03_Handled by Deputy No Report	12:04:14		12:14:11			12:47:28			
A23SO	N	12:04:33	03_Handled by Deputy No Report	12:04:33		12:16:45			12:47:28			
A42SO	N	12:13:35		12:13:35					12:47:28			

Personnel Assigned

Unit	Name
A43SO	Jennings, James A43 (SO2461)
A33SO	Collins, Michael A33 (SO2400)
A23SO	Burgess, Robin A23 (SO2477)
A42SO	Chase, Andrew_INACTIVE (SO2153)

Caution Notes

No Caution Notes found

Permits

No Permit Information

Pre-Scheduled Information

No Pre-Scheduled Information

8/7/26, 8:56 AM

- Reports - Incident Report

Transports

No Transports Information

Transport Legs

No Transports Information

Comments

Date	Time	User	Type	Conf.	Comments
7/6/2026	11:57:54	SO861	Response		[1] 21 AREA 03// FOR SGT// 1024 BOUGHT THIS PROPERTY AT AUCTION & PROPERTY WAS DEEMED ABANDONED & FORMER RESIDENTS HAS SHOWN BACK UP AT PROPERTY & STATING ITS NOT ABANDONED// 1024 JUST GOT A CALL FRM NEIGHBOR STATING FORMER RESID IS BACK & 1024 WANTS A DEPUTY TO GO W/HIM TO PROPERTY// 1024 SAID HE'S 5MINS AWAY// UNK WHAT THE SUBJ IS DOING // UNK 1049S, BUT WHEN 1024 HAS WENT THRU THE HOUSE FOUND EMPTY AR MAGS
7/6/2026	11:58:08	SO861	Response		[2] NEIGHBOR THAT CALLED 1024 WENT CODE 1
7/6/2026	11:58:49	SO861	Response		[3] 1024 CALLED ABOUT THIS SAME SITUATION ON 07-03-26 & SUBJ WERE DRIVING A BLK AUDI SUV
7/6/2026	12:01:47	SO1552	Response		[4] Duplicate call appended to incident at 12:01:47
7/6/2026	12:02:38	SO861	Response		[5] [Page] Problem changed from 21_Phone Call to 81_Disturbance by SHERIFF [Shared]
7/6/2026	12:02:50	SO861	Response		[6] [Page] Problem changed from 81_Disturbance to 88_Suspicious Person by SHERIFF [Shared]
7/6/2026	12:02:55	SO861	Response		[7] [Page] Problem changed from 88_Suspicious Person to 34_House Check by SHERIFF [Shared]
7/6/2026	12:03:09	SO1552	Response		[8] [Page] 1024 calling back adv hes 1006 and subjs are certainly inside [Shared]
7/6/2026	12:03:41	SO861	Response		[9] [Page] Problem changed from 34_House Check to 81_Disturbance by SHERIFF [Shared]

7/6/2026	12:13:50	Chase, Andrew A42	Response	Y
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7/6/2026	12:21:38	Burgess, Robin A23	Response	Y
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8/7/26, 8:56 AM

- Reports - Incident Report

7/6/2026	12:22:14	Burgess, Robin A23	Response	Y
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7/6/2026	12:25:17	Burgess, Robin A23	Response	Y
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Address Changes

8/7/26, 8:56 AM

- Reports - Incident Report

No Address Changes**Priority Changes**

Date	Time	Changed from Priority	Reason	User
7/6/2026	12:02:38	No Check	Default Reason	S3C
7/6/2026	12:02:50	Emergency	Default Reason	S3C
7/6/2026	12:02:55	Immediate	Default Reason	S3C
7/6/2026	12:03:40	Routine	Default Reason	S3C
7/6/2026	12:03:43	Emergency	Default Reason	S3C

Alarm Level Changes**No Alarm Level Changes****Activity Log**

Date	Time	Radio	Activity	Location	Log Entry	User
7/6/2026	11:54:32		Incident Priority Change		Incident priority changed from No Check to No Check	SO861
7/6/2026	11:54:32		Problem Nature		Incident problem nature changed from <Blank> to 21_Phone Call~SO	SO861
7/6/2026	11:54:46		Sector Change		From Sector No Sector to Sector SO	SO861
7/6/2026	11:57:56		Incident in Waiting Queue			
7/6/2026	11:57:56		Incident in Waiting Queue			
7/6/2026	11:57:56		Incident in Waiting Queue			
7/6/2026	11:58:10		Premise History Access		Premise History Viewed	SO861
7/6/2026	11:59:20		Premise History Access		Premise History Viewed	SO861
7/6/2026	12:01:47		Duplicate Call Warning		Duplicate Call Warning - New call appended to incident	SO1552
7/6/2026	12:01:48		Read Incident		Incident 645 was Marked as Read.	SO1552
7/6/2026	12:02:38		Incident Priority Change		Incident priority changed from No Check to Emergency due to Default Reason	SO861
7/6/2026	12:02:38		Problem Nature	Sturbridge Dr	Incident problem nature changed from 21_Phone Call~SO to 81_Disturbance	SO861
7/6/2026	12:02:38		Waiting Pending Incident Time Warning		Waiting Pending Incident Time Warning timer expired	
7/6/2026	12:02:38		Pending Incident Time Warning		Pending Incident Time Warning timer expired	
7/6/2026	12:02:38		Incident Late			
7/6/2026	12:02:50		Incident Priority Change		Incident priority changed from Emergency to Immediate due to Default Reason	SO861
7/6/2026	12:02:50		Problem Nature	Sturbridge Dr	Incident problem nature changed from 81_Disturbance to 88_Suspicious Person	SO861
7/6/2026	12:02:50		Waiting Pending Incident Time Warning		Waiting Pending Incident Time Warning timer expired	
7/6/2026	12:02:55		Incident Priority Change		Incident priority changed from Immediate to Routine due to Default Reason	SO861
7/6/2026	12:02:55		Problem Nature	Sturbridge Dr	Incident problem nature changed from 88_Suspicious Person to 34_House Check	SO861
7/6/2026	12:02:55		Waiting Pending Incident Time Warning		Waiting Pending Incident Time Warning timer expired	
7/6/2026	12:03:02		UserAction		User clicked Exit/Save	SO2151
7/6/2026	12:03:14		UserAction		User clicked Exit/Save	SO1552
7/6/2026	12:03:34		Incident Timer Clear	Sturbridge Dr	Incident Late Timer cleared for SO260706-114527	SO861
7/6/2026	12:03:34		Incident Timer Clear	Sturbridge Dr	Incident Late Timer cleared for SO260706-114527	SO861
7/6/2026	12:03:34	A43SO	Dispatched	HENDRIX DR\WOODRUFF RD		SO861
7/6/2026	12:03:34	A43SO	Enroute	Sturbridge Dr [FOR SGT]	Responding From = HENDRIX DR\WOODRUFF RD.	SO861
7/6/2026	12:03:38		Remove Waiting Pending Incident Warning		Removing Waiting Pending Incident Time Warning timer expired	
7/6/2026	12:03:40		Incident Priority Change		Incident priority changed from Routine to Emergency due to Default Reason	SO861
7/6/2026	12:03:40	A43SO	Change Unit Priority		Change Unit Priority from Routine to Emergency	SO861
7/6/2026	12:03:40		Problem Nature	Sturbridge Dr	Incident problem nature changed from 34_House Check to 81_Disturbance	SO861
7/6/2026	12:03:43		Incident Priority Change		Incident priority changed from Emergency to Immediate due to Default Reason	SO861
7/6/2026	12:03:43	A43SO	Change Unit Priority		Change Unit Priority from Emergency to Immediate	SO861
7/6/2026	12:04:14	A33SO	Dispatched	HOWELL RD\OLD HOWELL RD		SO861
7/6/2026	12:04:14	A33SO	Enroute	Sturbridge Dr [FOR SGT]	Responding From = HOWELL RD\OLD HOWELL RD.	SO861
7/6/2026	12:04:33	A23SO	Dispatched	WOODRUFF RD\BUTLER RD		A23SO

8/7/26, 8:56 AM

- Reports - Incident Report

7/6/2026	12:04:33	A23SO	Enroute	██████████ Sturbridge Dr [FOR SGT]	Responding From = WOODRUFF RD\BAGWELL RD	A23SO
7/6/2026	12:05:15	A23SO	Route Deviation	WOODRUFF RD\BAGWELL RD	Unit A23SO deviated from original driving directions route	A23SO
7/6/2026	12:06:44		Premise History Access		Premise History Viewed	SO861
7/6/2026	12:07:44		Premise History Access		Premise History Viewed	SO861
7/6/2026	12:08:37		Premise History Access		Premise History Viewed	SO861
7/6/2026	12:13:35	A42SO	Dispatched	POINSETT HWY\BLUE RIDGE DR		A42SO
7/6/2026	12:13:35	A42SO	Enroute	██████████ Sturbridge Dr [FOR SGT]	Responding From = POINSETT HWY\BLUE RIDGE DR.	A42SO
7/6/2026	12:14:11	A33SO	At Scene	██████████ Sturbridge Dr [FOR SGT]		SO861
7/6/2026	12:14:14		UserAction		User clicked Exit/Save	SO861
7/6/2026	12:14:22		Read Comment	██████████ Sturbridge Dr	Comment for Incident 645 was marked as read.	Mobile1
7/6/2026	12:15:40		UserAction		User clicked Exit/Save	SO1552
7/6/2026	12:15:58		UserAction		User clicked Exit/Save	INTELV68
7/6/2026	12:16:11		Incident Late		Active incident marked as late	
7/6/2026	12:16:23		UserAction		User clicked Exit/Save	INTELV68
7/6/2026	12:16:31	A33SO	Reset System Timer	██████████ Sturbridge Dr [FOR SGT]	[Timer] Reset System Timer [Reset Reason] Safety Check [Next Late Check Time] 7/6/2026 12:26:31	SO861
7/6/2026	12:16:45	A23SO	At Scene	██████████ Sturbridge Dr [FOR SGT]		SO861
7/6/2026	12:18:45		Incident Late		Active incident marked as late	
7/6/2026	12:19:38	A43SO	Reset System Timer	DOVE TREE RD\BOXTHORNE CT	[Timer] Reset System Timer [Reset Reason] Safety Check [Next Late Check Time] 7/7/2026 12:19:37	SO861
7/6/2026	12:19:38	A33SO	Reset System Timer	STURBRIDGE DR\DEWBERRY LN	[Timer] Reset System Timer [Reset Reason] Safety Check [Next Late Check Time] 7/7/2026 12:19:37	SO861
7/6/2026	12:19:38	A43SO	At Scene	██████████ Sturbridge Dr [FOR SGT]		A43SO
7/6/2026	12:19:38	A23SO	Reset System Timer	██████████ Sturbridge Dr [FOR SGT]	[Timer] Reset System Timer [Reset Reason] Safety Check [Next Late Check Time] 7/7/2026 12:19:37	SO861
7/6/2026	12:19:38	A42SO	Reset System Timer	N PLEASANTBURG DR\WHITE OAK RD	[Timer] Reset System Timer [Reset Reason] Safety Check [Next Late Check Time] 7/7/2026 12:19:37	SO861
7/6/2026	12:22:09		Incident Late		Active incident marked as late	
7/6/2026	12:22:22	A43SO	Reset System Timer	\STURBRIDGE DR	[Timer] Reset System Timer [Reset Reason] Safety Check [Next Late Check Time] 7/7/2026 12:22:21	SO861
7/6/2026	12:22:22	A33SO	Reset System Timer	STURBRIDGE DR\DEWBERRY LN	[Timer] Reset System Timer [Reset Reason] Safety Check [Next Late Check Time] 7/7/2026 12:22:21	SO861
7/6/2026	12:22:22	A23SO	Reset System Timer	STURBRIDGE DR\DEWBERRY LN	[Timer] Reset System Timer [Reset Reason] Safety Check [Next Late Check Time] 7/7/2026 12:22:21	SO861
7/6/2026	12:22:22	A42SO	Reset System Timer	N PLEASANTBURG DR\SWEETBRIAR RD	[Timer] Reset System Timer [Reset Reason] Safety Check [Next Late Check Time] 7/7/2026 12:22:21	SO861
7/6/2026	12:25:56	A42SO	Route Deviation	S VENTURE DR\PELHAM RD	Unit A42SO deviated from original driving directions route	A42SO
7/6/2026	12:46:52	A33SO	Route Deviation	STURBRIDGE DR\DEWBERRY LN	Unit A33SO deviated from original driving directions route	A33SO
7/6/2026	12:47:28	A43SO	Available	██████████ Sturbridge Dr [FOR SGT]	Unit Cleared From Incident SO260706-114527	SO861
7/6/2026	12:47:28	A33SO	Available	██████████ Sturbridge Dr [FOR SGT]	Unit Cleared From Incident SO260706-114527	SO861
7/6/2026	12:47:28	A23SO	Available	██████████ Sturbridge Dr [FOR SGT]	Unit Cleared From Incident SO260706-114527	SO861
7/6/2026	12:47:28	A42SO	Available	██████████ Sturbridge Dr [FOR SGT]	Unit Cleared From Incident SO260706-114527	SO861
7/6/2026	12:47:28	A42SO	Response Closed	FOR SGT	Response Disposition: 03_Handled by Deputy No Report	SO861

Edit Log

Date	Time	Field	Changed From	Changed To	Reason	Table	Workstation	User
7/6/2026	11:53:15	Agency Name		SHERIFF	(Response Viewer)	Incident	Sheriff02B	SO861
7/6/2026	11:54:32	Incident_Type		1 DEPUTY	(Response Viewer)	Response_Master_Incident	SHERIFF02B	SO861
7/6/2026	11:54:32	Priority_Number	0	6		Response_Master_Incident	SHERIFF02B	SO861
7/6/2026	11:54:32	Priority_Description	No Check	No Check		Response_Master_Incident	SHERIFF02B	SO861
7/6/2026	11:54:32	ResponsePlanType	0	0	(Response Viewer)	Response_Master_Incident	SHERIFF02B	SO861
7/6/2026	11:54:32	Problem		21_Phone Call	(Response Viewer)	Response_Master_Incident	SHERIFF02B	SO861
7/6/2026	11:54:42	Address	(Blank)	██████████ STURB	New Entry	Response_Master_Incident	SHERIFF02B	SO861

8/7/26, 8:56 AM

- Reports - Incident Report

7/6/2026 11:54:46 Address	STURB	STURBRIDGE DR	Entry Selected/Returned from GeoLocator	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 City		(C) GREENVILLE	Updated City	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 Latitude	0	34846810	Entry Selected/Returned from GeoLocator	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 Longitude	0	82290444	Entry Selected/Returned from GeoLocator	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 ResponsePlanType	0	1	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 Response_Plan		1D-03	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 ResponsePlanType	0	1	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 Response_Plan		1D-03	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 DispatchLevel		Normal	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 Response_Area	SO3A	SO3A	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 Battalion	SOE3	SOE3	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 Division	SOE	SOE	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 Jurisdiction	SHERIFF	SHERIFF	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 11:54:46 Fire Dist		BOILING SPRINGS FIRE DISTRICT	(Response Viewer)	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Latitude	0	34846810	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Longitude	0	82290444	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Division		SOE	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Battalion		SOE3	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Jurisdiction		SHERIFF	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Home Sector	0	60	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Current Sector	0	60	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Cross Street		DEWBERRY LN/DOVE TREE RD	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 House Number		0	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Response Area		SO3A	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Location Name			New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 StreetID	0	913070	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Postal Code		29615	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 NewState		SC	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 NewCounty		GREENVILLE	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 NewCity		(C) GREENVILLE	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:54:46 Address		STURBRIDGE DR	New Entry	Incident	Sheriff02B	SO861
7/6/2026 11:55:21 Call Back Phone			(Response Viewer)	Incident	Sheriff02B	SO861
7/6/2026 11:57:56 Fire Dist		BOILING SPRINGS FIRE DISTRICT	(Response Viewer)	Incident	Sheriff02B	SO861
7/6/2026 12:01:48 Read Call	False	True	(Response Viewer)	Response_Master_Incident	SHERIFF05BSO1552	
7/6/2026 12:02:38 Problem	21_Phone Call	81_Disturbance	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:38 Priority_Description	No Check	Emergency	Default Reason	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:38 Priority_Number	6	1	Default Reason	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:38 Incident_Type		1 DEPUTY	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:50 Problem	81_Disturbance	88_Suspicious Person	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:50 Priority_Description	Emergency	Immediate	Default Reason	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:50 Priority_Number	1	2	Default Reason	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:50 Incident_Type		1 DEPUTY	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:55 Problem	88_Suspicious Person	34_House Check	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:55 Priority_Description	Immediate	Routine	Default Reason	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:55 Priority_Number	2	3	Default Reason	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:02:55 Incident_Type		1 DEPUTY	(Response Viewer)	Response_Master_Incident	SHERIFF02BSO861	
7/6/2026 12:03:40 Current_UnitRespPriorityDescA43SO:		Emergency	Default Reason	Response_Vehicles_Assigned	SHERIFF02BSO861	
		Routine				

8/7/26, 8:56 AM

- Reports - Incident Report

7/6/2026 12:03:40 Problem	34_House Check	81_Disturbance (Response Viewer)	Response_Master_Incident	SHERIFF02BSO861
7/6/2026 12:03:40 Priority_Description	Routine	Emergency	Response_Master_Incident	SHERIFF02BSO861
7/6/2026 12:03:40 Priority_Number	3	1	Response_Master_Incident	SHERIFF02BSO861
7/6/2026 12:03:40 Incident_Type		1 DEPUTY	Response_Master_Incident	SHERIFF02BSO861
7/6/2026 12:03:43 Priority_Description	Emergency	Immediate	Response_Master_Incident	SHERIFF02BSO861
7/6/2026 12:03:43 Priority_Number	1	2	Response_Master_Incident	SHERIFF02BSO861
7/6/2026 12:03:43 Current_UnitRespPriorityDescA43SO:	Emergency	Immediate	Response_Vehicles_Assigned	SHERIFF02BSO861
7/6/2026 12:14:22 Unread Comment	False	True	(Response Viewer)	Incident PRDMOB01 Mobile1

Custom Time Stamps

No Custom Time Stamps

Custom Data Fields

Description

FireDist

FireDist

Data

BOILING SPRINGS FIRE
DISTRICT
BOILING SPRINGS FIRE
DISTRICT

User

SO861

SO861

Attachments

No Attachment

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Hon. G.D. Morgan, Jr., Circuit Court Judge

Court of Common Pleas Case No. 2026CP2304661

Appellate Case No. 2026-001785

Devario Henderson-Nesbit, Appellant,

v.

Forsberg, LLC, Respondent.

**AFFIDAVIT OF JOSIAH POTT IN SUPPORT OF RESPONDENT'S REQUEST FOR
SUPERSEDEAS BOND**

M. Stokely Holder (SC Bar #73892)
W. Spencer Barrow (SC Bar #103813)
Megan Serrano (SC Bar #107769)
P.O. Box 1804
Greenville, SC 29602
(864) 335-8808
Attorneys for Respondent

Before me personally appeared **JOSIAH POTT** (“Affiant”), who, after being duly sworn,
states as follows:

1. I am the owner of Respondent Forsberg, LLC (“Forsberg”) and am authorized to
make this Affidavit on its behalf.

2. I have personal knowledge of the matters stated in this Affidavit through my
involvement in Forsberg’s ownership and management of the real property located at 104

Sturbridge Drive, Greenville, South Carolina 29615 (the “Property” or “Premises”), and through my review of Forsberg’s business records and market-rent information concerning the Property.

3. Forsberg acquired title to the Property through a purchase following a judicial foreclosure sale on March 2, 2026, and title was recorded in the Register of Deeds for Greenville County on April 15, 2026.

4. The Property is a single-family residence in Greenville, South Carolina 29615, with approximately 3,278 square feet of living area, four bedrooms, and three bathrooms.

5. Appellant has remained in possession of the Property without paying rent to Forsberg. Consequently, during this appeal, Forsberg continues to be deprived of both possession of the Property and its rental value.

6. In this proceeding, Forsberg requested that any stay of execution be conditioned on Appellant’s posting a supersedeas bond of Two Thousand Six Hundred and 00/100 Dollars (\$2,600.00) per month as reasonable compensation for the fair market rental value of Appellant’s continued use and occupancy of the Property.

7. To assess the reasonableness of that amount, market-rent information was collected for comparable single-family residences advertised for rent in the Property’s 29615 ZIP Code. The updated 104 Sturbridge Drive Market Rent Listing Report, dated September 28, 2026, is attached as **Exhibit A** and incorporated by reference.

8. The report identifies six advertised rental properties in the same ZIP Code, each with four bedrooms and generally comparable residential characteristics. Their advertised monthly rents are:

- a) 528 Collingsworth Lane — **\$2,700 per month**, approximately 2,636 square feet, four bedrooms, and two-and-one-half bathrooms;

- b) 504 Collingsworth Lane — **\$2,700 per month**, approximately 2,617 square feet, four bedrooms and two-and-one-half bathrooms;
- c) 206 Rosemary Lane — **\$3,000 per month**, approximately 2,499 square feet, four bedrooms and three bathrooms;
- d) 5048 Maplewood Drive — **\$2,775 per month**, approximately 2,205 square feet, four bedrooms and two-and-one-half bathrooms;
- e) 12 Chippendale Drive — **\$3,400 per month**, approximately 2,800 square feet, four bedrooms and two-and-one-half bathrooms; and
- f) 125 St. Augustine Drive — **\$3,300 per month**, approximately 3,200 square feet, four bedrooms and three bathrooms.

9. Forsberg's requested monthly bond of \$2,600 is \$100 below the lowest advertised rent among the six comparable properties.

10. The requested bond is also conservative in light of the Property's size. At approximately 3,278 square feet, the Property is larger than every comparable for which Exhibit A reports square footage, including the approximately 3,200-square-foot property at 125 St. Augustine Drive, advertised at \$3,300 per month.

11. I understand that advertised rental rates do not necessarily reflect the amounts ultimately paid under executed leases. Accordingly, Exhibit A identifies these amounts as asking prices, not verified lease rates, and I do not offer them as proof that any comparable property leased for its advertised amount.

12. Instead, the listings provide contemporaneous market evidence of the rents at which owners or property managers offered comparable four-bedroom residences in the same ZIP Code. In my judgment, they provide a reasonable basis for assessing the rental value Forsberg is losing while Appellant occupies the Property during this appeal.

13. Some comparable properties have features that may command premium rents. For example, the report states that 206 Rosemary Lane is renovated and includes a separate in-law

suite; 12 Chippendale Drive is renovated and has a private pool; and 125 St. Augustine Drive is an updated estate on approximately one acre. The requested \$2,600 monthly bond does not attribute those premiums to the Property.

14. Conversely, several comparables are materially smaller than the Property but are advertised at rents well above \$2,600 per month: 504 Collingsworth Lane has approximately 2,617 square feet and is advertised at \$2,700 per month; 206 Rosemary Lane has approximately 2,499 square feet and is advertised at \$3,000 per month; and 5048 Maplewood Drive has approximately 2,205 square feet and is advertised at \$2,775 per month.

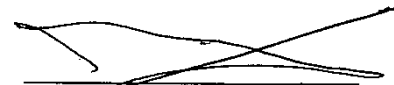
15. This market information supports an estimated rental value of approximately \$2,600 per month for 104 Sturbridge Drive.

16. Considering the Property's size, characteristics, and location, together with the contemporaneous asking rents for the comparable four-bedroom residences identified in Exhibit A, \$2,600 per month is a reasonable and conservative estimate of the fair market rental value of Appellant's continued use and occupancy of the Property.

17. A bond in that amount would partially protect Forsberg from the continuing loss of the Property's use and rental value while Appellant remains in possession during this appeal.

18. Accordingly, if the Court stays execution of the judgment of ejectment pending appeal, I respectfully request that it require Appellant to post and maintain a supersedeas bond of \$2,600.00 per month, payable on the first day of each month throughout the appeal, together with any other security the Court deems appropriate.

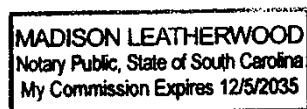
FURTHER AFFIANT SAYETH NOT.

A handwritten signature in black ink, appearing to read 'JOSIAH POTT', written over a horizontal line.

JOSIAH POTT, Affiant
Owner, Forsberg, LLC

Subscribed and Sworn to before me on the 8
day of October, 2026 by the affiant who
is personally known to me.

Madison Leatherwood
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 12-5-2035

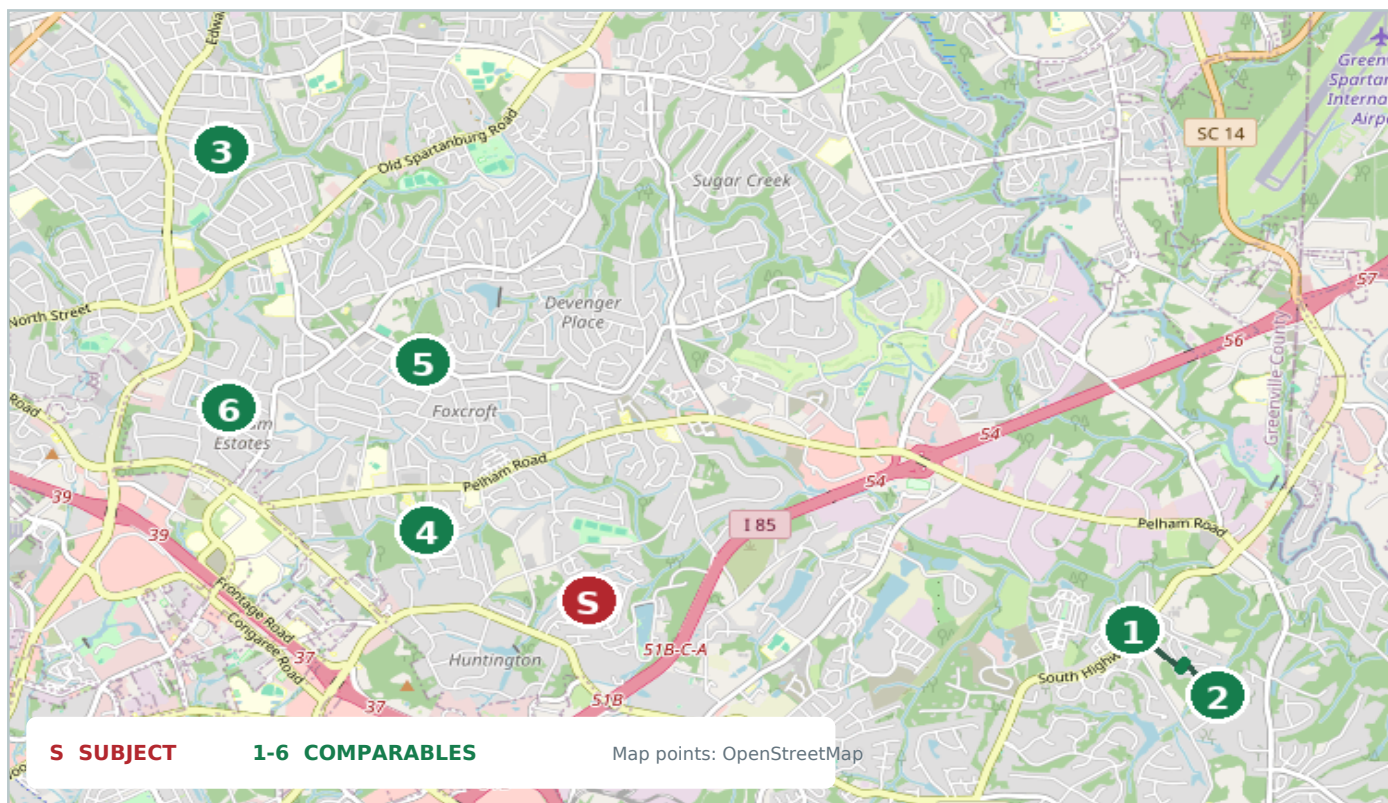


104 STURBRIDGE DRIVE

MARKET RENT LISTING REPORT | Greenville, SC 29615 | September 28, 2026

Proposed Monthly Rent: \$2,600/month

Six advertised comparables in ZIP 29615.



ADVERTISED RENT COMPARISON

Asking prices; not verified signed-lease rents

PIN	PROPERTY	RENT / MO	AREA (SF)	BEDS / BATHS	BASIS
S	104 Sturbridge Dr	\$2,600 proposed	3,278	4 / 3	Proposed
1	528 Collingsworth Ln	\$2,700	Not stated	4 / 2.5	Listing
2	504 Collingsworth Ln	\$2,700	2,617	4 / 2.5	Listing
3	206 Rosemary Ln	\$3,000	2,499	4 / 3	Listing
4	5048 Maplewood Dr	\$2,775	2,205	4 / 2.5	Listing
5	12 Chippendale Dr	\$3,400	2,800	4 / 2.5	Listing
6	125 St Augustine Dr	\$3,300	~3,200	4 / 3	Listing

SOURCE NOTES & LIMITATIONS

104 Sturbridge Drive | Preliminary rent-listing evidence | September 28, 2026

1. 528 Collingsworth Ln | \$2,700/month

Advertised; price reduced Aug 11, 2026

Initial \$3,200 March asking price was reduced to \$2,700 in August. Square footage is absent from the rental page.

Source: https://www.zillow.com/homedetails/528-Collingsworth-Ln-Greenville-SC-29615/67603151_zpid/

2. 504 Collingsworth Ln | \$2,700/month

Listed July 21, 2026; page shows for rent

Avalon Reserve; smaller than the subject. Listed at \$2,650 earlier in 2026.

Source: https://www.zillow.com/homedetails/504-Collingsworth-Ln-Greenville-SC-29615/67603163_zpid/

3. 206 Rosemary Ln | \$3,000/month

Listed July 27; removed Sept 1, 2026

Renovated home with a separate in-law suite, a potential rent premium. Removal is not proof of lease or achieved rent.

Source: https://www.zillow.com/homedetails/206-Rosemary-Ln-Greenville-SC-29615/11083585_zpid/

4. 5048 Maplewood Dr | \$2,775/month

Listed May 11; removed June 15, 2026

Pelham Woods; much smaller than the subject. Listing narrative says 2.5 baths; Zillow rounds its fact panel to 3.

Source: https://www.zillow.com/homedetails/5048-Maplewood-Dr-Greenville-SC-29615/11045137_zpid/

5. 12 Chippendale Dr | \$3,400/month

Listed March/May; removed May 28, 2026

Foxcroft; renovated and has a private pool, making it an upper-end comparator. Listing narrative says 2.5 baths; Zillow fact panel rounds to 3.

Source: https://www.zillow.com/homedetails/12-Chippendale-Dr-Greenville-SC-29615/11046091_zpid/

6. 125 St Augustine Dr | \$3,300/month

Advertised Sept 28; available Oct 1, 2026

Closest in size; updated estate on approximately one acre, a potential premium. Postdates the earlier hearing.

Source: <https://www.forrent.com/sc/greenville/125-st-augustine-dr/ny7pypp>