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Oct 26 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

S. Bryan Doby, Circuit Court Judge
Trial Court Case No. 2025-CP-43-01626

Appellate Case No. 2026-000197

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

v.

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

MOTION TO SUPPLEMENT THE RECORD

Appellants Burgess Brogdon Building Supply and Subsidiary and Burgess-Brogdon, L.L.C., pursuant to Rule 240, SCACR, hereby move for an Order of the Court granting Appellants leave to supplement the Record pursuant to Rule 212, SCACR, on the following grounds:

The Appellants filed their Initial Brief and Designation of Matter on July 13, 2026. The Initial Brief Exhibits were bound separately and not included in the Designation of Matter. By letter dated July 30, 2026, the Deputy Clerk of Court informed Appellants that if they wished to have the exhibits included in the record on appeal, they must be listed in the Designation of

Matter pursuant to Rule 209, SCACR. Appellants amended and filed a Second Amended Designation of Matter which listed the Initial Brief Exhibits. On October 12, 2026, Appellants filed its Final Brief and Final Brief Exhibits in a separate bound volume along with the Record on Appeal. By letter dated October 16, 2026, the Deputy Clerk informed the Appellants that, “to the extent these documents are not in the record on appeal, you must file a motion to amend the record on appeal...”

The Appellants would respectfully show that the four exhibits filed separately at the time their Initial and Final Briefs were filed are included in the Record on Appeal as follows:

<u>Description</u>	<u>Final Brief Exhibit Page No.</u>	<u>Record on Appeal Page No.</u>
Commercial Lease Agreement	1	5
Real Estate Purchase Option Agreement	13	17
Affidavit of Eugene Weston	21	76
Two Photographs	23, 24	77,78

Appellants would call to the attention of the Court that Pages 9 and 10 (Brief, PP. 8-9, Record PP. 12-13) of the Commercial Lease (Brief, P. 1, Record P. 2) are missing. Pages 9 and 10 were missing from the document when it was received by Appellants’ Counsel.

Appellants affirm that the Brief Exhibits listed in the Second Amended Designation of Matter are included in the Record on Appeal for consideration by the Court.

Pursuant to Rule 212, SCACR, the Appellants request leave to supplement the record with the Affidavit of Eugene Weston, the Magistrate’s Return, and the Agreement to Buy and Sell Commercial Real Estate on the following grounds:

1) **Affidavit of Eugene Weston, executed September 8, 2025**

This document is in the Record on Appeal, Page 76, but Page 2 is missing. Through inadvertence or mistake, only Page 1 of the document is included in the Record. Appellants desire to supplement the record with the entire two-page document.

- 2) Magistrate's Return filed January 2, 2026
- 3) Contract: Agreement To Buy And Sell Real Estate dated July 11, 2022, between Burgess Brogdon Building Supply Subsidiary, Burgess-Brogdon LLC, and Robert A. Burgess, III, as Sellers, and Bruno Raschio, as Purchaser

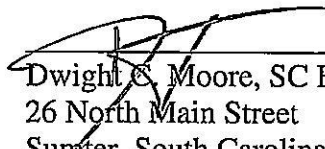
Both of these documents are discussed in the Briefs and in the Transcript of Record.

Through inadvertence or mistake, they were omitted from the Designation of Matter and the Record on Appeal. Appellants assert that these documents are necessary for a full, fair and enlightened deliberation on the issues under consideration.

WHEREFORE, for the foregoing reasons, Appellants pray that this Court issue its Order granting leave to supplement the Record with the aforesaid three documents pursuant to Rule 212, SCACR.

October 23, 2026

MOORE LAW FIRM, L.L.C.


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Attorney for Appellants

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)
)
Grand Bay, LLC,)
)
Plaintiff,)
)
vs.)
)
Burgess Brogdon Building Supply and)
Subsidiary Burgess-Brogdon, LLC,)
)
Defendants.)
_____)

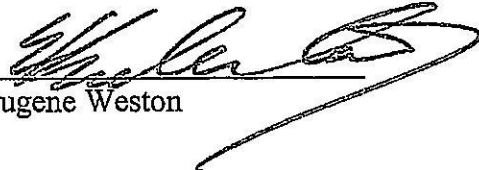
IN THE MAGISTRATE COURT OF THE
Civil Case No.: 2023-CV-40 10103666

AFFIDAVIT OF EUGENE WESTON

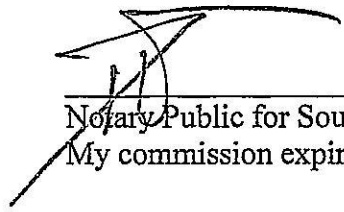
Personally appeared Eugene Weston who, upon being first duly sworn, deposes and says
as follows:

- 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.

- 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

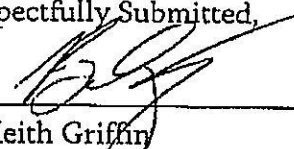
Sworn to before me this 8th
Day of September, 2025.


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

by this court on September 3, 2025. This order is also attached and incorporated herein by reference. The matter was appealed to the Court of Common Pleas, and an appeal bond was set by this Court on September 11, 2025. This appeal bond order was set specifically at the request of the Circuit Court. The appeal bond order is also attached and incorporated herein by reference. On November 20, 2025, this Court dismissed Appellants' Appeal pursuant to Section 27-37-130 of the South Carolina Code as its bond payments again became late. This order is also attached and incorporated herein by reference. After the order dismissing the appeal was received by appellate counsel, the current motions for emergency relief were filed with the Circuit Court.

This court's involvement with this case ended when the appeal was dismissed via its final order. It is this court's view that its prior orders are self-explanatory. The court will provide its entire file to the Circuit Court upon request.

Respectfully Submitted,



B. Keith Griffin
Summary Court Judge, Sumter County

Sumter, South Carolina
January 2, 2026

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

ORDER

RECEIVED
IN
SUMMARY COURT
190 E CANAL ST.
SUMTER COUNTY
SOUTH CAROLINA
DATE 8/20/05
TIME 4:45pm

VS.

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

Defendant.

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:

Page 14

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

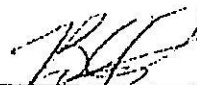
rent was not denied in Burgess Brogdon's original answer/return. Simply stated, it appears the option was not exercised by Burgess Brogdon by failure to comply with the option's terms. As the option was not exercised, this court has jurisdiction as the commercial lease between the parties is within the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

Sumter, South Carolina
August 22, 2025



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

IN THE SUMMARY COURT

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

CASE NO. 2015-00000000

190 EAST CANAL STREET
SUMTER, SOUTH CAROLINA 29150

Sumter, LLC

PLAINTIFF

VS

Billingsley, Inc.
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 Sumner ON 1/16 2015

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:

Plaintiff is entitled to the sum of \$10,000.00
plus court costs.
Defendant is not entitled to any relief.

AND IT IS SO ORDERED!

DATE

1/16/15

Sumner
SUMMARY COURT JUDGE

South Carolina Legislature

South Carolina Law > Code of Laws > Title 27

Title 27 - Property and Conveyances

CHAPTER 37

Ejectment of Tenants

SECTION 27-37-10. Grounds for ejectment of tenant.

(A) The tenant may be ejected upon application of the landlord or his agent when (1) the tenant fails or refuses to pay the rent when due or when demanded, (2) the term of tenancy or occupancy has ended, or (3) the terms or conditions of the lease have been violated.

(B) For residential rental agreements, nonpayment of rent within five days of the date due constitutes legal notice to the tenant that the landlord has the right to begin ejectment proceedings under this chapter if a written rental agreement specifies in bold conspicuous type that nonpayment of rent constitutes such notice. This requirement is satisfied if the written rental agreement contains the notice specified in Section 27-40-710(B).

HISTORY: 1962 Code Section 41-101; 1952 Code Section 41-101; 1946 (44) 2584; 2000 Act No. 409, Section 5.

SECTION 27-37-20. Ejectment proceedings.

Any tenant may be ejected in the following manner, to wit: Upon application by the landlord or his agent or attorney any magistrate having jurisdiction shall issue a written rule requiring the tenant forthwith to vacate the premises occupied by him or to show cause why he should not be ejected before the magistrate within ten days after service of a copy of such rule upon the tenant.

HISTORY: 1962 Code Section 41-102; 1952 Code Section 41-102; 1946 (44) 2584; 1950 (46) 2305.

SECTION 27-37-30. Service of rule; posting and mailing requirements.

(A) The copy of the rule provided for in Section 27-37-20 may be served in the same manner as is provided by law for the service of the summons in actions pending in the court of common pleas or magistrates courts of this State. The methods of service described in subsections (B) and (C) may be used as alternatives to the method of service described in this subsection.

(B) When no person can be found in possession of the premises, and the premises have remained abandoned, as defined in Section 27-40-730 for residential rental agreements and in Section 27-35-150 for nonresidential rental agreements, for a period of fifteen days or more immediately before the date of service, the copy of the rule may be served by leaving it affixed to the most conspicuous part of the premises.

(C) When service as provided in subsection (A) has been attempted unsuccessfully two times in the manner described in item (1), a copy of the rule may be served by affixing both it and documentation of the two service attempts to the most conspicuous part of the premises and mailing a copy of the rule in the manner described in item (2):

(1) Each of the two attempts to serve the defendant must be separated by a minimum of forty-eight hours and must occur at times of day separated by a minimum of eight hours. The person attempting to serve the rule must document the date and time of the attempts by affidavit or by certificate in the case of a law enforcement officer. On the first unsuccessful attempt to serve the rule, a copy of the rule must be affixed to the most conspicuous part of the premises. On the second unsuccessful attempt to serve the rule, the documentation of the two attempts to serve the rule must be attached to the copy of the rule when it is affixed to the most conspicuous part of the premises.

(2) For mailing by ordinary mail to be considered to complete service under this item, it must be accomplished by placing a copy of the rule and documentation of the prior attempts at service in an envelope in the presence of the clerk of the magistrate's court. The clerk is responsible for verifying that the envelope is addressed to the defendant at the address shown in the rule as the rental premises of the defendant or another address for receipt of mail furnished in writing by the tenant to the landlord, that the envelope contains the necessary documents, and that the clerk has placed the sealed and stamped envelope in the United States mail. The clerk's verification must be made a part of the record in the case, and service by ordinary mail is not considered complete without the clerk's verification. A fee as provided for in Section 8-21-1010(14) must be collected by the magistrate or his clerk for the verification and mailing in this item.

(3) Mailing of the rule constitutes service when the requirements of items (1) and (2) have been met and ten days have elapsed from the time of mailing. If these requirements have been met, the specified time period for the tenant to show cause why he should not be ejected as provided in Section 27-37-20 begins to run on the eleventh day after mailing. However, if the tenant contacts the magistrate's court prior to the eleventh day, the specified time period for the tenant to show cause as provided in Section 27-37-20 must begin to run at the time of contact.

HISTORY: 1962 Code Section 41-103; 1952 Code Section 41-103; 1946 (44) 2584, 1999 Act No. 61, Section 1; 2000 Act No. 409, Section 6.

SECTION 27-37-40. Tenant ejected on failure to show cause.

If the tenant fails to appear and show cause within the aforesaid ten days then the magistrate shall issue a warrant of ejectment and the tenant shall be ejected by his regular or special constable or by the sheriff of the county.

HISTORY: 1962 Code Section 41-104; 1952 Code Section 41-104; 1946 (44) 2584; 1950 (46) 2305.

SECTION 27-37-50. Change of venue

The magistrate may grant a change of venue in an ejectment case as in any other civil case on a proper showing.

HISTORY: 1952 Code Section 41-105; 1952 Code Section 41-105; 1946 (44) 2584

SECTION 27-37-60. Trial of issue.

If the tenant appear and contest ejectment the magistrate shall forthwith hear and determine the case as any other civil case, allowing trial by jury if demanded by either party.

HISTORY: 1962 Code Section 41-106; 1952 Code Section 41-106; 1946 (44) 2584

SECTION 27-37-70. Designation of parties in ejectment

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.

8/22/25, 4:25 PM

Code of Laws - Title 27 - Chapter 37 - Ejectment Of Tenants

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.scsatehouse.gov>

IN THE SUMMARY COURT
CIVIL ACTION NO.: 2023CV4310103666

ORDER

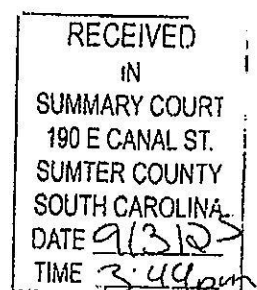
vs.

Defendant.

AND IT IS SO ORDERED!

Sumter, South Carolina
September 1, 2025

Page 1

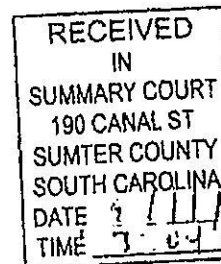


IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-43-1626

APPEAL BOND ORDER

vs.

Appellants.



This matter is before the court upon its own motion. Pursuant to the directive of the Circuit Court and Section 27-37 130 of the South Carolina Code, this court must set an appeal bond on all evictions originating from the Summary Court. On September 9, 2025, this court sent the following email to counsel for the appellants and respondent:

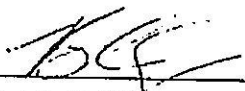
Based on my prior email to you both in which I stated Judge Land's prior bond is the law of the case, it would be my preference to have the initial appeal bond payment remain at the same amount. *I see no reason to reinvent the wheel here. If that is agreeable to you both, please advise. In the event both of you stipulate to said bond amount, I will enter an order immediately as time is of the essence.* Burgess Brogdon would have five days to tender the bond amount to the court pursuant to Section 27-37-130 of the South Carolina Code. Future bond payments would revert to the parties agreed upon rent pursuant to the Grand Bay/Burgess Brogdon Rental Agreement.

This court did not receive a response to the above email. On September 11, 2025, without this court's prior knowledge, a bond payment in the amount of \$9866.76 was tendered by appellants. Respondent's counsel has consented to accept said payment as the initial bond

payment for the appeal. Accordingly, IT IS ORDERED the initial bond payment for the appeal is \$9866.76, the amount tendered by appellants. Future bond payments shall be due by the fifth of each month, starting in October, continuing thereafter until a final judgment is issued by the Circuit Court. The future bond payments shall be in the amount of \$4933.38 in accordance with the parties' former lease. Any failure to timely post bond shall result in dismissal of the appeal as required by statute.

AND IT IS SO ORDERED!

Sumter, South Carolina
September 11, 2025



B. Keith Griffin
Summary Court Judge, Sumter County

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

GRAND BAY L.L.C.,

Respondent,

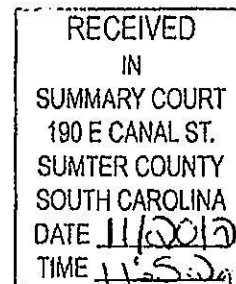
vs.

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

Appellants.

IN THE COURT OF COMMON PLEAS
C/A NO. 2023-CP-43-1626

ORDER DISMISSING APPEAL



CERTIFIED TRUE COPY
OF ORIGINAL FILED

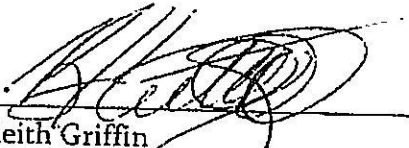
CLERK OF COURT
SUMTER COUNTY
S.C.

This matter is before the court upon its own motion. Pursuant to the directive of the Circuit Court and Section 27-37-130 of the South Carolina Code, this court set an appeal bond on September 12, 2025. The order provided that the initial bond payment for appeal was \$9866.76, which was subsequently tendered by appellants. Future bond payments were due by the fifth of each month, starting in October, continuing thereafter until a final judgment of the Circuit Court. The order further stated that future bond payments shall be in the amount of \$4933.38 in accordance with the parties' former lease. Additionally, the order provided any failure to timely post bond shall result in dismissal of the appeal as required by statute.

Payment was received for October. However, payment for November via cashier's check was presented to the court either on the tenth or twelfth of this month. A copy of said cashier's check is attached to this order and incorporated herein by reference. The court notified the parties of the late payment, and the respondent subsequently refused to accept the

late payment. Respondent further requested dismissal of the appeal. Accordingly, this court has no alternative to dismiss the appeal in this case. In the event of an appeal to the South Carolina Court of Appeals, this court will comply with any directive of the Court regarding a new appeal bond or reinstatement of the current one. The cashier's check shall be returned by this court to counsel for the appellants.

AND IT IS SO ORDERED!


B. Keith Griffin
Summary Court Judge, Sumter County

Sumter, South Carolina
November 26, 2025

HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

DOCUMENT CONTAINS 2 COLOR BACKGROUND, INVISIBLE FLUORESCENT FIBERS, TONER GRIP, AND WATERMARK PAPER. HOLD TO LIGHT TO VIEW. A

NOTICE TO CUSTOMER

As a condition to the institution's issuance of this check, purchaser agrees to provide an indemnity bond prior to the refund or replacement of this check in the event it is lost, misplaced or stolen.



THE CITIZENS BANK

Cashier's Check

Date: 11/10/25

Branch 0005

132735

REMITTER BURGESS-BROGDON LLC

PAY EXACTLY **4,933 AND 38/100 DOLLARS
TO THE ORDER OF SUMTER COUNTY SUMMARY COURT
CASE # 2023C04310103666

\$4,933.38

Kimberly S. [Signature]



⑈0000132735⑈ ⑆053207339⑆ 3000036⑈

DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

CONTRACT
AGREEMENT TO BUY AND SELL
COMMERCIAL REAL ESTATE

THIS CONTRACT CONSTITUTES THE TERMS OF AN AGREEMENT To Buy and Sell Commercial Real Estate (hereinafter referred to as "Contract") made and entered into the 11th day of July, 2022.

WITNESSETH:

1. PARTIES: This legally binding agreement by and between Burgess Brogdon Building Supply Subsidiary, Burgess-Brogdon LLC, and Robert A. Burgess, III (hereinafter referred to as "Seller"), and Bruno Raschio (hereinafter referred to as "Purchaser"), upon full performance of the terms hereto, is for the conveyance from Seller to Purchaser or to Purchaser's heirs, assigns, executors, administrators or designee, by Special Warranty Deed of fee simple, marketable and indefeasible title, free and clear of all encumbrances excepting recorded and/or visible easements, covenants, and ad valorem property taxes, the property hereinafter described. Full performance by the Parties shall be the performance of all conditions as herein set forth under the terms of this Contract.

2. PROPERTY TO BE SOLD: The Seller agrees to sell and Purchaser agrees to buy certain business property: to wit, business real estate (hereinafter referred to as the "Property"), upon the terms and under the conditions hereinafter set forth; said property being described as follows:

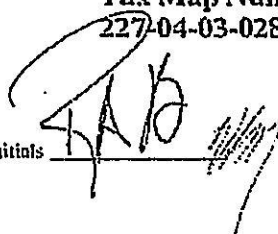
220 Dingle Street; 3.27 acres; 8.01 acres

Sumter, South Carolina 29150

Tax Map Numbers: 227-04-03-024, 227-04-03-025, 227-04-03-025-00002, and

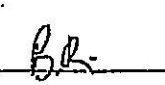
227-04-03-028

Seller's Initials



Page 1 of 8

Purchaser's Initials



The Parties agree that said Property is being sold by the Seller and purchased by the Purchaser AS IS and WHERE IT IS, that is to say, in its present condition and wherever the same is located.

3. **PURCHASE PRICE:** The purchase price of the Property is **Four Hundred Ninety-three Thousand, Three Hundred Forty-eight and No/100 (\$493,348.00) Dollars**, payable as follows:

- a) The sum of Two Thousand and 00/100th Dollars (\$2,000.00) ("Earnest Money") paid at the execution of this contract, to be held by Purchaser's attorney, as escrow agent ("Escrow Agent"), with an address of: _____, and applied to the Purchase Price on the date of closing. Funds will be held in a noninterest-bearing trust account.
- b) The balance of the Purchase Price shall be paid, either by Federal Reserve wire transfer to the account of the closing attorney or by certified check to the closing attorney on the closing date.

4. **CLOSING COSTS:** Seller shall be responsible for all closing costs in connection with this transaction to include but not limited to:

- a) cost of preparation and, if applicable, for recording this contract
- b) preparation of the Special Warranty Deed
- d) deed transfer tax and/or documentary stamps
- e) the costs of clearing any encumbrances on title to the property including, but not limited to attorney's fees and costs associated with it

5. **AD VALOREM PROPERTY TAXES:** Ad valorem city, county and state property taxes and assessments on the property shall not be pro-rated. Seller shall be responsible for all City, County and State Taxes.

Seller's Initials

RA/B

Page 2 of 8

Purchaser's Initials

B.R.

6. **UTILITIES AND APPLICABLE BUSINESS EXPENSES:** Utilities and other applicable business expenses subject to division between the Seller and the Purchaser shall be pro-rated and paid to the date of closing by the Seller and from the date of closing by the Purchaser

7. **CLOSING DATE:** "Closing" occurs when the Seller conveys the Property to the Purchaser, and closing shall occur within thirty (30) days after the date of the signing of this Contract, exclusive of the date of signing. IT IS PROVIDED that should closing not occur within the said thirty-day period, this Contract will be extended for an additional thirty (30) days upon payment to the Seller by the Purchaser of a non-refundable extension fee in the amount of Five Thousand and No/100 (\$5,000.00) Dollars, which amount will be credited toward the purchase price at closing. ITS IS FURTHER PROVIDED, HOWEVER, that should closing not take place and if the transaction contemplated by this Contract is not consummated, the \$5,000.00 extension fee paid by the Purchaser shall be retained by the Seller as liquidated damages, and the Purchaser shall have no claim to a return of the extension fee or any portion thereof.

8. **POSSESSION OF PROPERTY:** Purchaser shall take possession of the Property at closing and has agreed to lease the property to the seller. The following lease terms will become effective at the close of escrow, with a lease agreement to be prepared at the expense of Buyer:

- a) **Term:** Five (5) years
- b) **Rate:** \$4,933.48 base rent payable per month, without setoff, abatement or deduction. In addition to base rent, Tenant will pay for any fees or taxes arising from Tenant's business.

Seller's Initials

RAB

Page 3 of 8

Purchaser's Initials

B.R.

- c) Increases: _____
- d) Options: _____
- e) Guarantors: Robert A. Burgess, III
- f) Lease agreement will be assignable by Lessee/Tenant

9. **INSPECTIONS/INSPECTIONS RIGHTS:** The Purchaser, at Purchaser's expense, may procure inspection of the property by South Carolina Licensed and insured inspectors to perform any reasonable ultimately non-destructive examination of the property.

10. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the contracting parties, their heirs, assigns, successors, administrators and/or executors.

11. **REMEDIES:** Should the Purchaser fail to comply with the terms of this Contract the Seller shall, at the option of the Seller, deem such failure to be a breach on the part of Purchaser and the Seller may declare the Purchaser in default and terminate the Contract. PROVIDED, NONETHELESS, THAT SHOULD THE SELLER DECLINE TO EXERCISE ITS OPTION TO TERMINATE THE CONTRACT AFTER THE FIRST OR ANY SUCCEEDING INSTANCE OF DEFAULT BY THE PURCHASER AS SET FORTH IN THIS PARAGRAH, THE SELLER IS NOT AND SHALL NOT BE BARRED FROM ASSERTING THEREAFTER ITS RIGHT TO TERMINATE THE CONTRACT FOR ANY SUBSEQUENT DEFAULT OR BREACH AS PROVIDED HEREIN.

12. **CONDITION OF THE PROPERTY:** Purchaser and Seller covenant and agree that Certification of title to the real estate is made only as to its existing status. Seller gives no guaranty or warranty of any kind, expressed or implied, as to the physical condition of the property, and any implied warranty is hereby specifically disclaimed by the Seller. Purchaser acknowledge that they have inspected the property and that said property is accepted in its

Seller's Initials

LAB

Page 4 of 8

Purchaser's Initials

B.B.

entirety, both real and personal, in its present condition; that is to say "AS IS/WHERE IS."

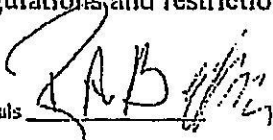
13. **TIMELINESS:** It is expressly understood and agreed by and between the Parties hereto that time is of the essence in this Contract, and all stipulations, agreements, conditions, terms, and exceptions contained herein shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the parties.

14. **REPRESENTATIONS AS TO FITNESS FOR USE:** Seller makes the following representations based upon Seller's knowledge, information and belief, concerning the real property and personal property which is the subject of this Contract:

- a) the property is not now being used in violation of any federal, state or local environmental law, ordinance or regulation;
- b) no proceedings have been commenced or notices received concerning any alleged violation of any such environmental law, ordinance or regulation;
- c) all such property is free of hazardous materials, the removal of which is required or the maintenance, handling, storage or removal of which is restricted, controlled, prohibited or penalized by the federal, state or local agency, authority or governmental unit. ("Hazardous materials" as used in this Contract mean and include petroleum products, petroleum by-products, petroleum constituents, flammable explosives, radioactive materials, asbestos, asbestos-containing materials, solid or liquid waste, and/or any hazardous, toxic, regulated or dangerous waste, substance or material defined as such by the United States Environmental Protection Agency or for the purpose of or by any law, regulation or ordinance, local, state or federal which may now or at any time hereafter be in effect.)

15. Seller hereby covenants and agrees to bind itself, its successors and assigns to convey the Property to the Purchaser, his heirs, executors, administrators or assigns in fee simple with the proper deed with a special warranty, free from any and all encumbrances except such as are herein agreed to be assumed by Purchaser; and subject to restrictions and encumbrances that may be of record or contained in City/Town, County, and/or State governmental zoning, building or other regulations, and restrictions affecting the Property.

Seller's Initials



Page 5 of 8

Purchaser's Initials

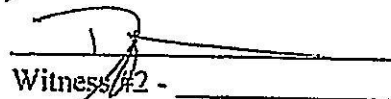


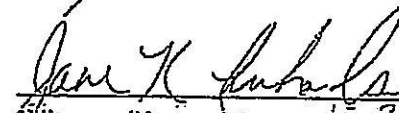
16. This written document embodies the entire agreement between the parties and any agreement not contained herein shall not be binding upon either party unless in writing and appended to this document.

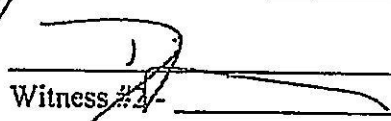
IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the 11th day of July, 2022.

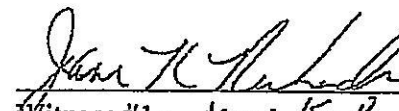
SELLER

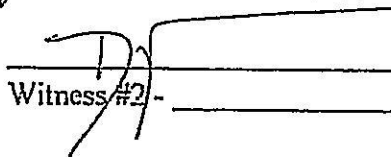

Witness #1 - Jane K. Richardson


Witness #2 - _____

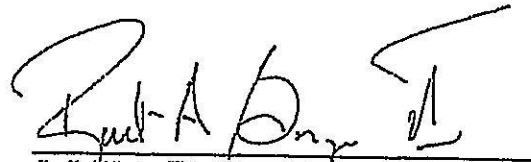

Witness #1 - Jane K. Richardson

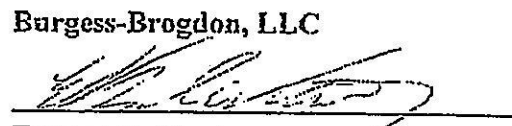

Witness #2 - _____


Witness #1 - Jane K. Richardson


Witness #2 - _____


By: Robert A. Burgess, III
Its: _____


Robert A. Burgess, III, individually

Burgess-Brogdon, LLC

Eugene K. Weston
Its: Organizer

Seller's Initials



Purchaser's Initials _____

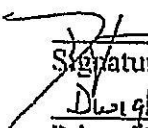
STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

ACKNOWLEDGMENT

I, Dwight C. Moore, the undersigned Notary Public, do certify that Robert A. Burgess, III. individually and as Owner of Brogdon-Burgess Building Supply and Eugene K. Weston as Organizer of Burgess-Brogdon, LLC, personally appeared before me on this date and acknowledged the execution of the foregoing Contract for the Sale and Purchase of Commercial Real Estate as Seller.

Sworn to before me this _____
day of July, 2022.



Signature of Notary Public

Dwight C. Moore

Printed Name of Notary Public

Notary Public for South Carolina
My commission expires 07/27/2030

Seller's Initials



Page 7 of 8

Purchaser's Initials



IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the 11TH day of July, 2022.

BUYER

Emily Lara
Witness #1 - Emmy Lara

Isidro Douglas
Witness #2 - [Signature]

STATE OF Florida

COUNTY OF Miami Dade

[Signature]
Bruno Raschio

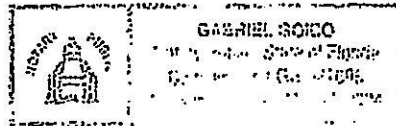
ACKNOWLEDGMENT

I, the undersigned Notary Public, do certify that Bruno Raschio personally appeared before me on this date and acknowledged the execution of the foregoing Contract for the Sale and Purchase of Commercial Real Estate as Purchaser.

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

[Signature]
Signature of Notary Public
Gabriel Goico
Printed Name of Notary Public

Notary Public for Florida
My commission expires 06/24



Seller's Initials RAB

Purchaser's Initials B.R.

RECEIVED

Oct 26 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

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.

PROOF OF SERVICE

I certify that I have served the Appellants' Motion to Supplement the Record upon
Respondent Grand Bay, L.L.C., on the 26th day of October, 2026, by email addressed to
its attorney of record as follows:

Willie H. Brunson, Esquire
Brunson Law Firm, LLC
Post Office Box 1507
Sumter, South Carolina 20151-1507
Email: wbrunson@thebrunsonlawfirm.com

MOORE LAW FIRM, L.L.C.

October 26, 2026


Dwight C. Moore, SC Bar No. 63008
26 North Main Street
Sumter, South Carolina 29150
Telephone (803) 778-6520
Fax (803) 775-6365
Email: moorelawfirm@ftc-i.net
Attorney for Appellants

Dwight C. Moore

Attorney at Law

26 North Main Street

P.O. Box 1229

Sumter, SC 29151-1229

Office: (803) 778-6520

Fax: (803) 775-6365

E-Mail: moorelawfirm@ftc-i.net

October 23, 2026

The Honorable Jenny Abbott Kitchings, Clerk
Attn: Ms. Jasmine D. Smith, Deputy Clerk
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201
VIA EMAIL: ctappfilings@sccourts.org

RECEIVED

Oct 26 2026

SC Court of Appeals

RE: Grand Bay LLC v. Burgess Brogdon Building Supply, et al.
Appellate Case No. 2026-000197
Moore File No.: 6933.4

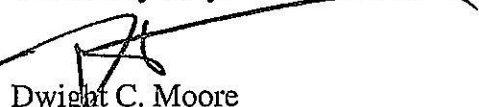
Dear Madam Clerk:

Enclosed for filing are the following documents in the above-referenced case:

1. Motion to Supplement the Record
 - a. Affidavit of Eugene Weston
 - b. Magistrate's Return
 - c. Contract: Agreement to Buy and Sell Commercial Real Estate
2. Certificate of Service

Moore Law Firm Check in the amount of \$50.00 for the filing fee is being sent by US Postal Service under cover of a copy of this letter.

Yours very truly,



Dwight C. Moore

DCM:dmm

Enclosures

c: Willie H. Brunson, Esquire
Brunson Law Firm, LLC
425 North Main Street
Sumter, SC 29150
Email: wbrunson@thebrunsonlawfirm.com