

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM SUMTER COUTY
Court of Common Pleas

Kristi Curtis, Circuit Court Judge

Case No.: 2018-CP-43-01583

Appellate Case No. 2019-000873

RECEIVED

Mar 25 2021

SC Court of Appeals

M. B. Hutson Appellant,

v.

A. Paul Weissenstein Respondent.

SUPPLEMENTAL RECORD ON APPEAL

M. B. Hutson, Pro Se
Post Office Box 2755
Orangeburg, SC 29116-2755
(803) 308 – 2714
Appellant, Pro Se
hmr226621@gmail.com

Steven R. Kropski, Esq.
Earhart Overstreet
P O Box 22528
Charleston, SC 29413
(843) 972 – 9400
Attorney for Respondent
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STATE OF SOUTH CAROLINA
COUNTY OF CLARENDON

IN THE COURT OF COMMON PLEAS
CASE NUMBER: 11-CP-14-602

TLC Holdings, LLC,
Plaintiff,

v.

M.B. Hudson a/k/a M.B. Hutson,
Defendant.

CONSENT ORDER

M.B. Hudson a/k/a M.B. Hutson,
Defendant and Third Party Plaintiff,

v.

Richard U. Clark, Jimmy S. Lovell and
James C. Thigpen,
Third Party Defendants.

CERTIFIED TRUE COPY
OF ORIGINAL FILED IN THIS OFFICE
DATE 4/13/12
Beverly S. Roberts
CLERK OF COURT
CLARENDON COUNTY, SC

THIS MATTER comes before me pursuant to (a) a Motion for Order Requiring Tenant to Pay All Rent Due, or, in the Alternative, for Appointment of Receiver filed in the above-captioned action by Plaintiff, TLC Holdings, LLC ("Plaintiff", "TLC" or "Landlord"), against Defendant, M.B. Hudson a/k/a M.B. Hutson ("Defendant", "Hudson", or "Tenant"); and (b) a Motion to Dismiss filed by Defendant in this action.

BACKGROUND AND PROCEDURAL HISTORY

This action concerns a Lease Purchase Agreement dated December 15, 2010 (the "Lease" or the "Agreement"), by and among Plaintiff, as landlord, Hudson, as tenant, and Richard U. Clark, Jimmy S. Lovell, and James C. Thigpen (the "Third Party Defendants"), for property located in Clarendon County, South Carolina, more fully

described in the Lease and commonly known as the Big Water Resort (the "Premises" or the "Property"). Plaintiff has filed this ejectment action against Defendant with respect to the Agreement. Defendant has also recorded a Lis Pendens in this action against the Premises and the Plaintiff and Third Party Defendants (the "Lis Pendens"). In his Answer and Counterclaim and Affirmative Defense and Motion to Dismiss and Third Party Complaint filed in this action, Hudson has asserted counterclaims against Plaintiff, as well as other claims against the Third Party Defendants. However, the Third Party Defendants have not been served with pleadings filed in this action, and none of the Third Party Defendants have made an appearance in this action.

It appears that the parties have agreed to a settlement of the pending motions, and all other matters at issue with respect to the Agreement, or which could have been asserted in this litigation, on those terms set forth in that certain Settlement Agreement dated as of March 30, 2012, a copy of which is attached hereto as **Exhibit "A"** and its terms incorporated herein by this reference (the "Settlement Agreement").

ORDER

NOW, THEREFORE, upon Motion of the Plaintiff, and with the consent of the Defendant, as the only parties having appeared in this action, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement is hereby approved by this Court and incorporated into this Consent Order by this reference;
2. In the event that Hudson fails to comply with the terms of the Settlement Agreement, unless such failure is a direct and proximate result of TLC's failure to perform an action expressly required of it in the Settlement Agreement, time being of the

essence, then the Plaintiff is entitled to file an Affidavit of Default in this action, without notice to Defendant or his counsel of record, and, effectively immediately upon the filing of such Affidavit of Default, Plaintiff is hereby awarded the following immediate relief, without the need for further Order of this Court:

- a) The Agreement shall be deemed automatically terminated and of no further force or effect;
- b) The Lis Pendens shall be deemed automatically cancelled, terminated of record, and of no further force or effect;
- c) Mr. Hudson shall be required immediately to vacate the Property, except only with respect to his personal residence located thereon, as to which he shall be obligated to vacate the same within fifteen (15) days following receipt of a copy of the Affidavit of Default, or the posting of a copy of the Affidavit of Default upon such residence, whichever first occurs (the "Vacation Deadline").

3. In the event that Hudson fails to vacate the Premises by the Vacation Deadline, then the Sheriff of Clarendon County is hereby directed to immediately evict Hudson therefrom, remove any personal property then and there remaining on the Premises, and put the Landlord in peaceful possession of the Premises. Landlord is hereby authorized to change the locks of the Premises effective 11:59 p.m. on the Vacation Deadline.

4. Prior to any such default by Hudson under the Settlement Agreement and the Lease as modified by the Settlement Agreement, the Lease remains in full force and effect in accordance with its terms, as modified by this Settlement Agreement, and during

the Primary Term (as defined in the Lease, and as may be extended as provided in the Settlement Agreement), Hudson shall have full possession of the Property in accordance with, and subject to, the terms of the Lease as modified by the Settlement Agreement.

SO ORDERED.

Judge

Manning, South Carolina
April _____, 2012

[Signatures Continue on Following Page]

STATE OF SOUTH CAROLINA, COUNTY OF CLARENDON
IN THE COURT OF COMMON PLEAS
CASE NO. 11-CP-14-602
TLC HOLDINGS, LLC, VS. M.B. HUDSON A/K/A M.B. HUTSON

CONSENT ORDER

WE MOVE:

WOMBLE, CARLYLE, SANDRIDGE
& RICE, LLP



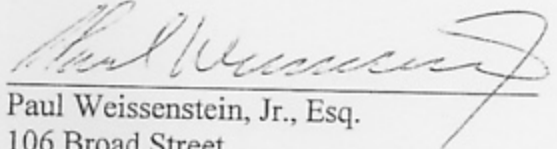
Thomas L. Harper, Jr., Esq.
5 Exchange Street
Post Office Box 999
Charleston, SC 29402
(843) 722-3400

*Attorneys for Plaintiff
TLC Holdings, LLC*

Charleston, South Carolina
April 3, 2012

WE CONSENT:

WEISSENSTEIN LAW FIRM, LLC



Paul Weissenstein, Jr., Esq.
106 Broad Street
Post Office Box 2446
Sumter, SC 29151
(803) 418-5700

*Attorneys for Defendant and Third Party
Plaintiff M.B. Hudson a/k/a M.B. Hutson*

Sumter, South Carolina
April 3, 2012

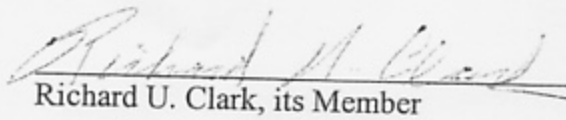
[Signatures Continue on Following Page]

STATE OF SOUTH CAROLINA, COUNTY OF CLARENDON
IN THE COURT OF COMMON PLEAS
CASE NO. 11-CP-14-602
TLC HOLDINGS, LLC, VS. M.B. HUDSON A/K/A M.B. HUTSON

CONSENT ORDER

WE AGREE:

TLC HOLDINGS, LLC


Richard U. Clark, its Member

April 3, 2012

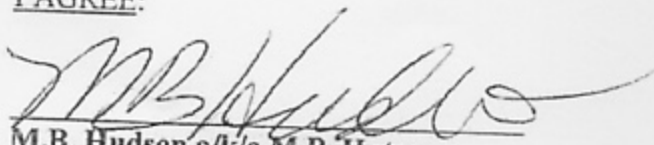
Plaintiff and Third Party Defendant

[Signatures Continue on Following Page]

STATE OF SOUTH CAROLINA, COUNTY OF CLARENDON
IN THE COURT OF COMMON PLEAS
CASE NO. 11-CP-14-602
TLC HOLDINGS, LLC, VS. M.B. HUDSON A/K/A M.B. HUTSON

CONSENT ORDER

I AGREE:


M.B. Hudson a/k/a M.B. Hutson

April 3, 2012

Defendant and Third Party Plaintiff

EXHIBIT "A"

(Copy of Settlement Agreement)

SEE ATTACHED

IN THE COURT OF COMMON PLEAS

RECORDED

MB Hutson/MB Hudson,

JAMES G. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

**PLAINTIFF'S RESPONSE TO DEFENDANT'S
MEMORANDUM IN SUPPORT OF MOTION
TO DISMISS OR FOR SUMMARY
JUDGMENT**

VS.

A. Paul Weissenstein, Esq.

Defendant.

November of 2010, whose name the Plaintiff acquired from the Sellers'

Realtor to see if the memberships at the campground would be a problem for development. Coffee would not return the call.

c) As a follow-up, Plaintiff asked the Realtor to contact Coffee concerning this issue, but she stated that Coffee was not returning her phone calls either. (NOTE: Plaintiff later found out that TLC Holdings, LLC, the landowners/Sellers, were involved in litigation against Billy Coffee, Esq., which was the supposed reason by Plaintiff that the phone calls were not being returned regarding the land owned by TLC Holdings, LLC.)

d) Also, Plaintiff, as an extra step, had Andrew Tucker, Esq. come from Tennessee and review the Retail Family Membership Agreements. Tucker indicated that they appeared to be contingent upon annual renewal fees for the use of the front acreage, i.e. developed, acreage (pools, bathhouse, docks, loading ramp, game rooms, etc. This was substantiated in referring to the Lease Purchase Agreement (LPA) under the property description (Exhibit A of the LPA: which cited¹

"A. CAMPGROUND KNOWN AS BIG WATER RESORT....containing 30.44 acres...."

e) Subsequently, within the 90 days of due diligence, Plaintiff engaged Ron Nester, Esq. of Santee, S.C., to do a title search on the property. It came back clear; nothing showed up reflecting a defective title. In

¹ Exhibit A of the Lease Purchase Agreement delineates three (3) parcels/tracts of land, with A) being "CAMPGROUND KNOWN AS BIG WATER RESORT" "containing 30.44 acres." (line 2). Exhibit "B".

retrospect, it is now known that the Sellers, TLC Holdings, LLC had failed to follow state law² *on purpose* which requires the recordation of such long-term title encumbrances (leases / agreements). They did this so that even *a reasonable 'Buyer' would NOT be able to discover the title issues of the property without a competent real estate attorney that should know the law and so advise his/her client.* Even, at that, *only 30.44 acres were identified as "campground."*

5. Paul Weissenstein could have easily won the counter claims had all material facts been included in his counter claim, but they were due to his failure to investigate, learn, and advise thus committing on-going grand malpractice. Defendant's breach of duty due to neglect and unprofessional representation caused him to fail to protect his client:

- a) when he had the opportunity to investigate, learn, and advise his client on the important facts noted above, and
- b) when, in the counterclaim that Defendant filed in behalf of his client, the Plaintiff, Defendant Weissenstein did not include the facts and expose the fraud within the documents.

6. STATUTE: Due to Paul Weissenstein's failure to investigate, learn, and advise his client, Plaintiff only learned the full scope of his breach of duty in early

² S.C. Code 1976 § 27-33-30 : *In order to give notice to third persons any lease or agreement for the use or occupancy of real estate shall be recorded in the same manner as a deed of real estate.*

October of 2015, which is well within the statute of 36 months, with this filing being originally made in September of 2018:

7. Plaintiff discovered on October 2, 2015, in a conversation with Michael Medlock, Esq., South Carolina Underwriting Counselor for Stewart Title Company, that the title was defective. This was the first time Plaintiff learned of the defective title. Plaintiff asked Medlock if he would send that in writing, and Medlock did so the same day.³

8. Mid-stream in a Federal lawsuit whereby TLC Holdings, LLC sued Plaintiff (then as a Third Party Defendant in the Class Action Lawsuit where the Plaintiffs were owners of the Retail Membership Agreements), Plaintiff, still not knowing that NONE of the property was developable, became puzzled by some of the questions and comments in depositions and began even more inquiries. This included sending documents to Tommy Robertson of the S.C. State Law Enforcement Division⁴ (SLED). As Plaintiff mentioned in the Hearing of December 10th, 2018, in Sumter, SLED's legal department confirmed "civil fraud" but would take no action due to their assessment that it was 'civil fraud' explaining that they only got involved in 'criminal fraud.' When documents were returned to Plaintiff by SLED, these documents, which had been sent to SLED, were kept in place in the mailing folder⁵ until the writing of this paper including the list of documents sent to SLED.⁶

³ Exhibit "L".

⁴ Envelope exhibit "X".

⁵ Pictures of dated stamped envelope sent by Hutson to SLED, which they returned. Exhibit "X"

⁶ Copy of "Attachments to Letter to SLED". Exhibit "Y".

3. Plaintiff was noticed that he was going to be evicted in 2011 due to non-compliance of the contract and hired Defendant Paul Weissenstein to represent him regarding the eviction and counter claims on October 3, 2011. Defendant reviewed carefully all contracts and filed a counter claim in favor of Plaintiff⁷. At that time neither the Plaintiff, nor his counsel, Paul Weissenstein, Esq., recognized the title defect whereby development cited in the LPA.⁸

4. THEREFORE, the Defendant, Paul Weissenstein, failed to include crucial facts in the counter claim due to his inability to recognize the fraud and corruption within the contracts. Plaintiff hereby lists the counter claim facts that should have been named but were not, due to Defendant Weissenstein's defense, which constitutes a grossly negligent breach of duty, that caused his client damages in excess of \$2M. They are as follows:

- a. Paul Weissenstein failed to include defective title caused by the memberships.
- b. Paul Weissenstein failed to ask, investigate, identify, nor include that TLC had never given nor provided a contractual agreement allowing the Big

⁷ Exhibit G.

⁸ Exhibit B.

Water Resort "BWR" to have a right to use the property in order to honor the memberships.

- c. Paul Weissenstein failed to investigate, learn, and advise his client that none of the property could be developed.
- d. Paul Weissenstein failed to investigate, learn, and advise his client that the defective title would last for 70 years.
- e. Paul Weissenstein failed to investigate, learn, and advise his client that BWR could never honor the 740 family memberships due to no land and no contract for any land.
- f. Paul Weissenstein failed to investigate, learn, and advise his client that BWR was losing \$300 thousand per year and there was no way the business could sustain itself even though Defendant had a deposition sheet that Plaintiff brought to him in 2012.
- g. Paul Weissenstein failed to investigate, learn, and advise his client, Plaintiff, that he was caught in a \$20M obligation to maintain the memberships for 70 years (two life times) due to BWR losing \$300K/year.

- h. Paul Weissenstein failed to identify the demands in the Settlement Agreement and Consent Order that required Plaintiff to develop property that could not be developed.

9. Defendant's attorney, Steve Kropski, Esq. contacted Stewart Title asking that he not work with Plaintiff for Plaintiff was attempting to get an sworn affidavit as to the defective title.

10. In addition, it should be noted that Steve Kropski, Esq., attorney for the Defendant, also has attempted to run interference preventing Paul from testifying in behalf of Plaintiff when Plaintiff was sued in Federal Court and needed Paul Weissenstein's testimony. Kropski and Defendant both knew that had Defendant testified in Plaintiff's behalf, he would be admitting to malpractice and therefore, refused.

11. Paul Weissenstein encouraged Plaintiff to execute the Settlement Agreement and Consent Order knowing full well that Plaintiff would be locked into:

- A. a *res judicata* legal box that would prevent Plaintiff from ever recouping from the fraud within the initial LPA and MIPA.
- B. Selling divided lots to the public that could not legally be done.

The many lawsuits afterwards, the years of suffering, damages, and financial losses struggling with his own defense are a direct result of the Defendant's failure to perform his duty to investigate, disclose, and inform his client.

The execution of the Settlement Agreement and Consent Order doomed the Plaintiff. Paul Weissenstein, Defendant, and professed expert in real estate law, could have prevented that had he not failed to investigate, recognize, and disclose what plainly was before him in the contracts.

12. Defendant's attorney attempts to show that Andrew Tucker caused Plaintiff's grief. Andrew Tucker, Esq. was only engaged for three weeks for the initial contract signing and had no input or connection with the defense on eviction nor the Settlement Agreement and Consent Order.

13. Paul Weissenstein has caused Plaintiff enormous damage, even losing his equitable interest verified in Exhibit "O".

14. Plaintiff hired an expert attorney to provide a sworn affidavit after reviewing the extensive documents. His affidavit⁹ clearly states that Paul Weissenstein had committed malpractice on the Plaintiff and never mentions Andrew Tucker for it was Paul Weissenstein who had every opportunity to properly file the right counter claim that would have caused Plaintiff to prevail and would have prevented years of work and lost equitable interest.

15. Defendant's attorney is simply trying to dance around the subjects throwing blame on Andrew Tucker when Defendant, Paul Wessenstein is the responsible counsel.

⁹ Mark Hardee, Esq. Affidavit. Exhibit 1 and W.

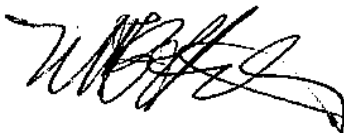
16. Defendant admitted to Plaintiff that he had malpracticed Plaintiff and apologized on the telephone, yet hides behind his insurance attorney. Defendant was too ashamed to appear at yesterday's hearing for guilt reasons.

17. It would be a great injustice to blame Andrew Tucker for one small missed action that could have been fixed when Paul Weissenstein made more than 8 major neglectful unfixable mistakes that prevented Plaintiff from being successful and has led to lawsuits. This case for malpractice must go to jury trial and if not, there is no justice. Even in the sworn expert witness affidavit, Paul Weissenstein is the only person blamed. Additionally, Federal Judge Norton pinpoints Paul Weissenstein in his order¹⁰ as having been responsible for giving counsel.

THEREFORE, Plaintiff pleads and Prays

The Honorable Judge deny Defendants motion for Summary Judgment or Dismissal and send this case to a Jury as soon as possible based on the scintilla and hard evidence.

Respectfully Submitted on this 11th day of December, 2018 with typing corrections on the twelfth.



MB Hutson

P.O. Box 2755
Orangeburg, South Carolina 29116-2755
Tel: 803 308 2714

A Copy has been placed in the USPS to:

¹⁰ Exhibit "F"

Steven Kropski, Attorney for the Defendant
P.O. Box 22528
Charleston, South Carolina 29413
Tel: 843.972.9400

45854001E-13

1024

PRIORITY MAIL® 1-Day

Expected Delivery Day: 07/22/2016

USPS TRACKING NUMBER



9505 5104 2782 6203 0076 59

Attention: Tommy Robertson

TO:

S/ED Headquarters

P.O. Box 21598

Columbia S.C. 29226



Ready **P**ost

Attachments to Letter to SLED:

Y

Title	Pages	Description	Date, if applicable
The Fraud Trial	18	Pub. of <i>Association of Certified Fraud Examiners</i> 716 West Ave., Austin, TX 78701-2727	
Lovell Deposition	1	Page # 113-116	February 16, 2011
Big Water Resort LLC Members Meeting	3	Minutes of BWR, LLC and TLC Holdings, LLC held concurrently	January 16, 2009
Lovell Deposition	1	Lovell states two legal entities held concurrent business meetings	September 25, 2014
Lease Purchase Agreement	25 plus Exhibits	Agreement written by Seller's attorney for the purchase of the land in Clarendon County	Executed December, 2010
Membership Interest Purchase Agreement	10	Agreement written by Seller's attorney for the purchase of the Big Water Resort, LLC (campground business)	Executed December, 2010
BWR, LLC Financial Status documents	5	furnished by Seller with contract to sell.	December, 2010
Richard U. Clark deposition	5	pp 77-96 of deposition describing: 1. ages of Sellers (sixties); 2. lack of long term plan (escrow) to ensure protection of business's sales contracts by BWR, LLC 3. lack of lease granting BWR, LLC (business) "right to use land and amenities" for one and two lifetimes/as sold to member families	March 18, 2015
Jimmy Steve Lovell	1	Deposition (p. 77) Lovell description of Sellers as "experienced"/ "sophisticated" businessmen	February 16, 2011
Sewer Moratorium correspondence	9	Correspondence to/from Sellers and governmental agencies regarding the existence of sewer moratorium issues as related to property owned by TLC Holdings, LLC in Clarendon County	2003-2011
Retail Membership Sales Agreement (sample)	2	Sample of one of the +/- 1,200, 1-2 lifetime(s) of years "right to use" the land & amenities at BWR, LLC	Dates varied from about 2003-2008



⌵ Reply all | ✖ Delete Junk | ✖ ...

Fwd: Meetings and deadlines



M.B. Hutson <mbh4444@gmail.com>

Yesterday, 12:15 PM

ods06535cpc ✖

👤 ⌵ Reply all | ✖

Inbox

This item will expire in 30 days. To keep this item longer, apply a different label.

Label: 30 days Delete CPC mailbox (1 month) Expires: 9/13/2018 12:15 PM

MBH

*"Great minds discuss ideas;
Average minds discuss events;
Small minds discuss people, "
- Eleanor Roosevelt*

----- Forwarded message -----

From: **MB Hutson** <mbh4444@gmail.com>

Date: Thu, Apr 5, 2012 at 6:52 PM

Subject: Fwd: Meetings and deadlines

To: Wireless Printer <mbh4444@hpeprint.com>

MBH

Sent from my iPhone

Begin forwarded message:

From: pwlaw@ftc-i.net

Date: April 3, 2012 2:44:35 PM EDT

To: mbh4444@gmail.com

Subject: Meetings and deadlines

The schedule for the Planning Commission times is as follows: the Planning Commission meetings are on the third Tuesday of each. The next available one is May 16. You will need to submit everything by Friday, April 13, 2012. The meeting after that is June 19 with a May 18 deadline. The meeting after that is July 17 with a June 15 deadline. The meeting after that is **21** August 21 with a July 20 deadline.



Reply all | v

Delete

Junk | v

... *Paul*

Fwd: Letter Terry Barrett



M.B. Hutson <mbh4444@gmail.com>

Yesterday, 12:08 PM

ods06535cpc v



Reply all | v

Inbox

This item will expire in 30 days. To keep this item longer, apply a different label.

Label: 30 days Delete CPC mailbox (1 month) Expires: 9/13/2018 12:08 PM

MBH

*"Great minds discuss ideas;
Average minds discuss events;
Small minds discuss people,"
- Eleanor Roosevelt*

*Well Fargo Home
mort. letter
Paul wrote*

----- Forwarded message -----

From: <pwlaw@ftc-i.net>

Date: Thu, Apr 12, 2012 at 4:41 PM

Subject: Re: Letter Terry Barrett

To: mbh4444@gmail.com

Mr. Hudson,

Below is the proposed letter to Terry Barrett at Wells Fargo Home Mortgage (we intend to send via email to him) for your review.



Yours very truly,
Laura L. Emrich
Paralegal

Terry Barrett, Regional Sales Manager
Wells Fargo Home Mortgage
7721 Six Forks Road, Suite 116
Raleigh, NC 27615

Dear Mr. Barrett,

I attempted to call you to discuss with you The Big Water Resort near Summerton, South Carolina, the development of which is being coordinated by M. B. Hudson. Mr. Hudson tells me that he has ~~22~~ed to you a couple of times regarding this, including yesterday April 11, 2012.

Reply all | Delete | Junk | ...

X

In order to be sure as to the development and funding of this project, I am writing you this letter and request that you confirm that this is the understanding of Wells Fargo Home Mortgage, as well.

Mr. Hudson intends to develop a portion of The Big Water Resort Campground by construction of numerous cabins over the next year. He anticipates that the first phase will involve the construction of probably 54 and as many as 72 cabins on individual lots.

Mr. Hudson anticipates that the seller will enter into contracts with individual lot purchasers and that each lot purchaser will at that time make a small down payment and then would apply for a construction perm loan with you. At the time of closing, and Mr. Hudson hopes to have a mass closing of most of these cabins more or less simultaneously, the clients would pay to me the balance of the required down payment percentage. Mr. Hudson anticipates that the amount will be set by you at between 15 and 20% of the ultimate purchase price of each cabin based on each individual applicant's credit worthiness.

Each lot will have developed on it a 2 bedroom 2 bath cabin on deeded lots with an anticipated sales price of between \$130,000.00 and \$148,000.00, depending on lot location.

At each closing, Wells Fargo will disburse to the property seller the difference between the down payment and the lot purchase price. The seller/developer will use those funds to complete the installation of infrastructure (roads, sewer, and water) simultaneously while the cabins are being constructed, and to obtain releases of the property from the existing indebtedness on the property.

The infrastructure contractor will be required to post bond with the county for the work to be done and, if you so desire, will provide his credentials to you for approval. From the lot purchase price, the cost of the infrastructure improvements will be escrowed to ensure payment to the contractor for services rendered in constructing those improvements.

After the balance for lot purchase has been paid at the initial closing draw by Wells Fargo for each cabin, additional draws will be made by the cabin contractor from the construction loan funds, in the usual manner. Mr. Hudson understands from his discussions with you that when Wells Fargo gives approval for the loan, it locks in that approval for six months, from the date of approval to the date of the construction perm lot closing.

Please confirm that the terms set forth herein conform to the agreement and requirements of Wells Fargo Home Mortgage for the development of this project.

If you require anything further, or if anything in this letter is not accurate, please do not hesitate to let me know.

Yours very truly,

A. Paul Weissenstein, Jr.

APWjr/lle

✉ Reply all | ▼  Delete Junk | ▼ ...



I'm generally around – if you can get the materials to me, I will do my best to make the Tuesday at 5:00 deadline.

Thanks.

Tom

CC

From: pwlaw@FTC-I.NET [mailto:pwlaw@FTC-I.NET]

Sent: Monday, June 18, 2012 3:34 PM

To: Harper, Thomas

Cc: MB Hudson

Subject: Approval

Dear Tom,

Mr. Hudson has submitted additional designs to Clarendon county planning. Ms. Rose at Clarendon County said this submission did not have your consent. I told her that I did not think your consent was required for each stage, but she and David Epperson (County Attorney) believe that it does.

I have suggested to Hudson that he try to get copies to you (I don't have copies), but if you agree with me that your approval of each step of the proposed development is not required, please let her know. If I am wrong (I have not reviewed the settlement) please accept my apology but also please try to approve this ASAP. Ms. Rose said that she would really like to have your letter before 5:00 tomorrow.

Yours very truly,

A. Paul Weissenstein, Jr.

✉ Reply all | ▼ 🗑 Delete Junk | ▼ ...

PaulFrom: pwlaw@FTC-INET

Date: Fri, June 29, 2012 10:38 am

To: "T Harper" <THarper@wcsr.com>

Dear Tom,

I talked to Maria Rose last week and Mr. Hudson and I talked to her again to try to make sure that we understood the time frame for approval for this subdivision development.

At the time that we

entered into the contract, we thought that the subdivision could be approved for construction to commence by mid-July, we figured with a couple of delays it should be ready to begin by mid-September. However, we now understand that instead the earliest it is likely to be ready would be mid-November. The documentation that is submitted and will be considered at the July meeting is a revised sketch plan. If they approve the revised sketch plan, then he will then attempt to obtain all of the approvals, etc from DHEC and Mrs. Rose says that the quickest that DHEC will turn around an approval request is 30 days, and that would be lucky. But she does not anticipate that the preliminary plan approval could be considered by planning before the September 18 planning commission meeting. Because the deadline to submit documentation for the October meeting is September 14, we would be unable to submit any documentation in time for an October meeting. We cannot submit a prepared final plat until the preliminary plan is approved (which we hoped would be in September). Construction cannot begin nor can properties be offered for sale until the final plat is approved by the planning commission. I asked if the plat could be approved administratively by her, and she said that because that it is a subdivision plat it would require approval by the actual planning commission when they meet in mid-November.

The contract and consent

order that has been signed by the parties anticipated a faster timeline than this. You will recall when we first began negotiation we had hoped that the timeline would possibly allow development to begin in June. Now it does not appear that development can even begin until November at the earliest. Mr. Hudson anticipates that he would have trouble making \$8,000.00 per month payments continuing into the fall. Please contact your clients and let us know what they may be willing to do as far as additional extensions. Mr. Hudson has incurred a lot of expense in trying to get the development to an approval stage, and before additional expenses incurred, wants some assurance that TLC is willing to work with him through these delays.

Yours very truly,

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SUMTER COUTY
Court of Common Pleas

Kristi Curtis, Circuit Court Judge

Case No.: 2018-CP-43-01583
Appellate Case No. 2019-000873

RECEIVED

Mar 25 2021

SC Court of Appeals

M. B. Hutson Appellant,

v.

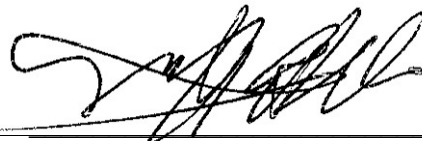
A. Paul Weissenstein.....Respondent.

PROOF OF SERVICE

I, M B Hutson, Appellant, certify that I served a copy of the “APPELLATE’S Response to the Appellate Court’s ORDER (filed: 3/22/21)”, electronically as a “**Supplemental Record on Appeal**” to Respondent’s attorney of record, Steve Kropski, Esq., at Earhart Overstreet:

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Dated: March 25, 2021.



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