

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Kellum W. Allen,

Plaintiff,

v.

Ann Marie Watson,

Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2024-CP-40-00827

AFFIDAVIT OF ANN MARIE WATSON

PERSONALLY APPEARED BEFORE ME ANN MARIE WATSON, who, after being duly sworn, deposes and says that:

1. My name is Ann Marie Watson. I am the person Kellum W. Allen sued in this lawsuit.

2. Kellum Allen was my family court lawyer when he manipulated me into entering into a personal business transaction with him. When I learned he had deceived me, I voided the contract. But he never acknowledged I had voided the contract, and he ultimately brought this lawsuit asking the court to force me to honor the contract he had manipulated me into signing. Here are the details.

3. I was born and raised near Blythewood, South Carolina. Either by deed or by inheritance, my parents gave me four tracts of land near the Allen Family homestead outside of Blythewood.

4. Kellum is a retired family court judge. He was my lawyer regarding a family court matter, he is my first cousin, and over the years he cultivated in the Allen Family an atmosphere such that the family, including me, respected and trusted him.

5. Kellum's father was Hiram Allen, Jr. My mother, Ann Joye Allen Mullis, was Kellum's father's little sister (Kellum's aunt) and my first cousin.

6. Kellum has a brother and a sister. Hiram Allen III is his brother, and Barbara Allen Coker is his sister. Kellum, Hiram, and Barbara own land together near my property.

7. For well over 200 years, the Crankfield family, followed by the Hogan and then the Allen families lived and worked on our family farm near what is now Blythewood. They were farmers and owned hundreds of acres near Twenty-five Mile Creek and what are now Grover Wilson Road, Mullis Road, Lawhorn Road, Rushing Road, and Hiram Allen Road. Many of my ancestors are buried at the Crankfield-Lawhorn Cemetery nearby. The old homestead is still standing, and the family holds reunions there sometimes.

8. I have attached a marked-up tax map that shows the ownership of some tracts of land relevant to this case. It is **Exhibit A**.

9. As the Court can see, I own three tracts of land near the intersection of Lawhorn Road, Mullis Road, and Claude Bundrick Road. Kellum and his brother and sister own a good bit of land to the east and south of my property. Their land is also shown on the marked-up tax map.

10. I married Chuck Watson in 2003. We have three children. Chuck owned a number of Mellow Mushroom franchises and amassed significant assets while I raised the children and worked outside the home in the healthcare field.

11. By the Spring of 2016 Chuck and I had such significant marital issues that we separated. I naturally asked Kellum to represent me. He had been a lawyer for many years by that time and had served as a family court judge for about ten years. He has also served as a professional mediator. He was respected in the Greater Columbia community and in the Allen Family. Kellum agreed to represent me in the family court case at \$350/hour. My legal representation agreement with Kellum is attached as **Exhibit B**. Kellum drafted it, and I signed it the way he drafted it. I didn't even know I could negotiate its terms.

12. During the divorce proceedings, Kellum learned about my assets, my living expenses, my business skills (such as they were), my personality, how my family and I worked out land transactions, how much my children meant to me, and my vulnerabilities. He also learned about clashes I had with my brother and two sisters. He also learned what Chuck wanted by way of the divorce and how I responded to his demands.

13. I know only a little about business transactions and commercial real estate transactions. I also know very little about how to fairly and accurately put a value on real property, how to find and hire a real estate professional, when to hire such a professional, how and when to hire an appropriate tax advisor, and how to negotiate a land transaction.

14. I also know very little about the law. I have never drafted a formal contract, and I have never on my own negotiated a complicated contract.

15. During the course of the divorce proceedings I disclosed my financial situation to Kellum, and Kellum and I reviewed Chuck's financial disclosures. Kellum and I reviewed information about assets and their value, our income, our expenses, and our taxes. Kellum reviewed all of my real estate holdings. One of the deeds he reviewed was for a 17.51-acre tract. The deed contained a restriction for an animal burial site to remain on the property in perpetuity, and Kellum had a copy of that deed in his file on me.

16. We finalized the settlement agreement on June 29, 2017, and the divorce became final the next day. The settlement agreement included provisions for the sale of some of our assets and also included a requirement that Chuck make periodic payments of money to me. The marital settlement agreement as to equitable distribution provided for several transactions to occur in the future, as properties were sold and businesses Chuck owned were subjected to valuation.

17. Chuck and I then attempted to distribute our assets in accordance with the settlement agreement.

18. When the COVID pandemic struck in March 2020, Chuck expressed concern about his finances, and Kellum reviewed the settlement agreement that I had reached with Chuck. As part of that review, Kellum examined each party's obligations and the dollar amounts owed, the dollar amounts paid, and the balance due, down to the penny. And he advised me accordingly. **Exhibit C** is a March 26, 2020, email exchange between Kellum and me where he demonstrates that he understood the status of my real estate and of Chuck's performance under the settlement agreement, including how much more money Chuck owed me.

19. About a year after that, I sold some of my land to my sister. The tract was down the road from the old farmhouse. The tract was one of the assets listed in my divorce paperwork, and Kellum learned the price I set for it when he notarized my affidavit of consideration. The deed and the affidavit of consideration are attached as **Exhibit D**. Looking back on it, I now know from this experience that Kellum knew the per-acre value I would put on land near the family farm.

20. What I also did not know, and what Kellum did not tell me, is that he and his brother and sister had begun discussing putting nearly 300 acres of their nearby land on the market for a residential development. I learned that from an email my new lawyer, Robert P. Wood, subpoenaed from NAI Columbia, a commercial real estate firm in Columbia. That email is attached as **Exhibit E**.

21. In the Spring and Summer of 2022, two very important things happened. First, Chuck contacted me, saying I owed him substantial sums of money from our settlement agreement. I told Chuck to contact Kellum, and I then sent Kellum an email asking him to expect a call from Chuck. My email to Kellum (sent April 20, 2022) is attached as **Exhibit F**. In my email I also

asked Kellum if I could put him or his son (a lawyer in his firm) on retainer for future such events. Kellum would later tell me there was no need, that we were family.

22. On June 15, 2022, Chuck's lawyer wrote a letter to Kellum demanding that I repay Chuck \$42,954.84. The demand letter is attached as **Exhibit G**.

23. Because my new lawyer (Robert Wood) sent subpoenas to Mungo Homes and to Kellum's real estate company, I now know about the second important thing that was happening in the Spring and Summer of 2022. On May 27, 2022, Mungo Homes and Kellum's real estate agent had realized that a Mungo-style high-density residential project required two major access points and that Kellum and his brother and sister had only one major access point to offer to Mungo Homes. The May 27, 2022, email exchange we received pursuant to the subpoenas is attached as **Exhibit H**.

24. My 17.51-acre parcel on Lawhorn Road could provide just the sort of second major access point for a high-density residential development, but I didn't know that Kellum needed it.

25. Not knowing anything about Kellum talking with Mungo Homes about a high-density residential real estate development and the need for a second major access point, I met with Kellum via telephone on the morning of April 21, 2022. During that call we discussed whether I actually owed Chuck the money, how I could afford to repay it, and whether I should ask Chuck for an increase in child support. Kellum turned portions of my family court file over to me after he filed this lawsuit, and his notes from that conference are attached as **Exhibit I**.

26. From April to October, 2022, Kellum acted as my attorney in reaching an agreement with Chuck whereby I would repay the money Chuck had overpaid me.

27. The documents my new lawyer obtained from Mungo Homes and from Kellum's real estate agent show that during the late afternoon of June 21 (just hours after Kellum and I had

spoken on the phone about my payments to Chuck) Kellum's real estate agent told Mungo's representative that Kellum was related to me and that Kellum "will discuss need for secondary access tonight." That email is attached as **Exhibit J**.

28. Kellum and I did not discuss his "need for secondary access," that night. Instead, at 9:44 that night, Kellum called me and asked if I might be interested in selling him my 17.51-acre tract on Lawhorn Road. He said he wanted it "just to have." He did not say his request was related to his current marketing of the property to anyone, his combining it with his other lands, or any sort of deal already in the works. And he did not say it was for secondary access to a high-density residential development. And he did not advise me to retain a real estate professional or a lawyer. In my mind, I didn't need a lawyer because Kellum already was my lawyer.

29. So, on the night of June 21, 2022, Kellum Allen, my lawyer, knew Chuck was demanding money from me, and Kellum knew the state of my assets, my liquidity, and the financial needs of my children, he knew I had land that he needed, and he deliberately withheld from me information related to what he already intended to do with my land.

30. On Monday, June 27, 2022, Kellum called again. During that call he disclosed to me that he wanted to buy my land to combine it with his family's land and create a residential development. I told him I imagined it being developed into a large-tract equestrian-themed development similar to the Persimmon Fork area on the other side of Blythewood. Kellum did not disclose to me that he was in discussions with Mungo Homes about developing a high-density Mungo-style residential development with no room whatsoever for horses. Nor did he then (or ever) advise me that if I wanted to restrict how the land could be used, I would have to do that as part of my sale of the land to Kellum. But I made the mistake of trusting my own lawyer to treat me fairly and give me solid legal advice.

31. During that call I also told him about a horse cemetery on my tract. It had significant sentimental and emotional value to my brother and his family, and I sent him a plat highlighting the location of the “Old Animal Burial Site.” That plat is attached as **Exhibit K**. Kellum already had a copy of my deed to the tract, and it shows the restrictions protecting the pet cemetery. Months later I would discover Kellum’s plans for a high-density, Mungo-style development and see that one of Mungo’s lots would be placed directly over the pet cemetery. I will discuss the development plan later in this affidavit.

32. After Kellum sued me I learned from my new lawyer that implied within the scope of any legal representation agreement, this one included, is the lawyer’s promise to advise the client when to obtain independent legal counsel. Kellum breached that implied promise.

33. I learned from reviewing a copy of Kellum’s divorce file on me that he talked to Chuck’s lawyer on June 28 and/or June 29, 2022 and that on July 5 (the following week) Chuck’s lawyer responded with a letter that was an attempt to settle the matter of Chuck’s overpayment to me. Chuck’s lawyer’s letter to Kellum is attached as **Exhibit L**. I met with Kellum after that over the phone, and on July 14, Kellum responded by email to the lawyer’s demand. The email is attached as **Exhibit M**. The letter and the email show that Kellum continued to represent me in my family court matter while at the very same time negotiating to buy land from me.

34. I learned from the documents my new lawyer subpoenaed from NAI Columbia and from Mungo Homes that on July 27, 2022, Ben Kelly of NAI Columbia wrote an email to Bill Dixon of Mungo Homes saying, “Yes, it appears we are making good progress on Watson. Kellum Allen has discussed with [Ann Marie Watson] and should make her an offer to option for 18 months this week. Attached is a preliminary title as to horse graveyard. . .” The email is attached as **Exhibit N**. My lawyer was “making good progress” on me. What kind of a relationship is that?

35. Kellum is an experienced negotiator and in fact often serves as a mediator. I don't have any training at all in the art of negotiation and have never been involved in a formal mediation much less conducted one. I did not know that asking the other side to be the first to put a number on the table is a common negotiation tactic. So, using this tactic, Kellum asked me what I would accept by way of a sales price for my 17.51 acres. So I did some internet research on land values but didn't take into account how each piece I looked at might be different from my 17.51 acres in terms of proximity to paved roads and public utilities or in terms of county lines, school districts, zoning, topography, forestation, soils, nearby developments, traffic counts, nearby population, number of nearby households, or average household income. It also did not occur to me how the land could be more valuable if it were made a part of a larger tract of land. It did not occur to me that any of that mattered, and I recognize today that my research was amateurish compared to what I now know what Kellum's real estate agent did for him. But I reviewed what I considered to be comparables and came up with a price, and Kellum accepted it.

36. I learned from documents my new lawyer subpoenaed from Kellum's real estate agent that Kellum asked his agent at NAI Columbia for a sample of an option contract and that the agent sent him one on August 5. I also learned from those documents that Kellum revised the sample option contract and sent it to his agent at NAI for his professional review. In the cover email Kellum said to his agent, "Please review. If you see a problem, let me know right away." The email, the form land option, and Kellum's version of the land option are attached as **Exhibit O**.

37. Kellum mailed the land option to me on August 7. Although he was my lawyer, he did not advise me to let him know if I saw a problem, much less want to negotiate any terms.

Instead, Kellum (my own lawyer), instructed me in his cover letter to “Read initial and sign” and deposit his \$500 earnest money check. **See Exhibit O.**

38. Kellum never advised me I could negotiate the terms of the land option, hire an independent lawyer, hire my own real estate agent, or hire a tax advisor. He never advised me the land option did not have consideration (since he would be entitled to all of his \$500 earnest money security deposit back if he chose not to exercise the option), and he never advised me that I would be shouldering the entire burden and risk of land ownership while it was off the market. He never told me about the legal issues involved with an attorney entering into a business transaction with his own client.

39. Furthermore, he never disclosed to me that he planned to sell the property to Mungo Homes for a large-scale, high-density housing development that would include my 17.51 acre tract. He never advised me to seek accounting assistance to determine what steps, if any, I could take to best grant an option on the 17.51 acres, *i.e.*, individually or through an LLC.

40. Since Kellum was my lawyer, I felt I could rely on him to treat me (his client) fairly and reasonably. After Kellum sued me, I learned that the Land Option is not fair and reasonable. It’s not even supported by consideration, and it burdens me with the risks and expenses of land ownership while tying up my right to use it. To make matters worse, I have now had a chance to compare the NAI form option to what Kellum mailed to me on August 7, and I see that he (Kellum) removed from the form option the special conditions and any reference to an escrow agent.

41. I always assumed Kellum was under some obligation not to use my confidential information for his own benefit, but I now see that he has done that. Specifically, he used his knowledge of my personal finances to know I was an easy target for his project.

42. Kellum never explained to me legal terms used in the Land Option such as “fee simple” and “general warranty deed,” nor did he explain to me that signing the Land Option as he prepared it was intended to give him unrestricted and irrevocable ownership and control of the land, to do with what he pleased, including commercial development at any density level, and he never explained to me that the Land Option was assignable to people I did not know. He also did not explain to me the difficulties and expense I would run into if the restrictions on the horse cemetery were not honored.

43. On the morning of August 15, 2022, it occurred to me that my father might have retained timber rights in this land when he deeded it to me. So I asked Kellum for advice about that, and he responded. Our email exchange is attached as **Exhibit P**.

44. Later that day (August 15, 2022), believing Kellum was acting in my best interests (since he was still my lawyer), I followed the instructions Kellum had set out in his letter and signed the Land Option and returned it to Kellum via U.S. Mail.

45. I have learned from documents subpoenaed by my new lawyer that Kellum sent the executed Land Option to his real estate agent and the agent responded, “Great work.” The email is attached as **Exhibit Q**.

46. Kellum reminded me on September 20, 2022, that my first payment was due to Chuck by September 30. He ended his legal work for me around October 18, when he sent me paperwork to sign related to the overpayments.

47. In February 2023, I was shocked to hear there was the possibility of a Mungo Homes development going in near my property and that a development plan had been distributed. I asked Kellum for a copy of it, and he delayed. But he finally relented and sent it to me. Our email

exchange (with attached development plan showing 500 homes on 350 acres, including my 17.51 acres) is attached as **Exhibit R**.

48. I was shocked that Kellum had done this to me, and I demanded that he send me a new drawing protecting the horse cemetery, showing equestrian amenities, and showing lot sizes that did not detract from the value of the surrounding properties. I told him, "I will not participate otherwise. Let me know if I need to lawyer up." My email to him is attached as **Exhibit S**.

49. I rescinded the unfair Land Option by writing an email to Kellum saying, "As I have received no response from you regarding me the sale of the property, and as you have had ample time to respond, I must only assume you have no intention of honoring our verbal agreement or meeting any conditions for sale. I will be returning your \$450 earnest money via certified return receipt request letter in the next day or so. The sale is NOT going to happen." See **Exhibit S**.

50. On July 31, 2023, I mailed a check to Kellum reading, "Refunded Deposit – NO SALE." On August 23, Kellum returned the check to me with a short letter. I wrote a message across the bottom of the letter showing my disgust and texted a photo of the check, the letter, and my note to Kellum. The photo I texted him is attached as **Exhibit T**.

51. On January 3, 2024, Kellum, through one of his lawyers, attempted to exercise the Land Option despite the fact that Kellum knew I had voided the Land Option contract (because I did not agree with Kellum's plans to develop the property in direct contradiction to my wishes). Kellum's lawyer suggested a closing in mid-January. I called Kellum's lawyer's office on or about January 5 and communicated my position that there would be no closing.

52. My forester contacted me on January 16 and suggested I cut timber from 9 of the acres on my 17-acre tract (the one involved in the Land Option). He told me that timber prices were up because of the recent wet weather. Because I felt there was a chance Kellum was going to

sue me over the Land Option, I didn't want any activity on that property. So I gave up the opportunity to take advantage of higher timber prices.

53. Kellum filed suit against me on February 7, 2024, and served me with the summons and complaint over the weekend.

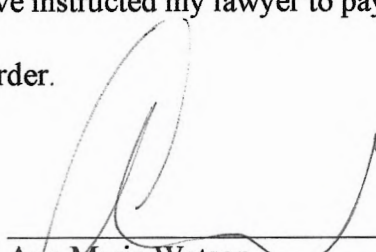
54. I hired Columbia Attorney Robert Wood to represent me, and he sent a letter dated March 6, 2024 expressly voiding the Land Option again and tendering the return of the \$500 earnest money deposit.

55. Kellum never advised me as to the advisability of a clause whereby the cost of the Land Option would increase as the exercise of the Land Option was delayed; and Kellum never advised me that in commercial land transactions the party who desires to buy the property usually has to pay a nonrefundable fee to compensate the seller for keeping the property off the market and for locking himself into a specified purchase price. In fact, Kellum never told me anything about what were customary, fair, or reasonable terms for an 18-month land transaction such as this. And he never advised me to consult with a professional who would know such things.

56. Kellum never told me that oral understandings (such as those about lot density, the pet cemetery, and equestrian amenities) that were not reduced to writing might not be enforceable; Kellum never told me he was not my lawyer with respect to the Land Option; and Kellum never advised me that I should not trust him.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

57. My lawyer is holding \$500 in his trust account for me. I ask the court to declare that the Land Option is not enforceable. I have instructed my lawyer to pay Kellum \$500 from his trust account once the court enters such an order.


Ann Marie Watson

Sworn to before me this 5 day of September, 2024.

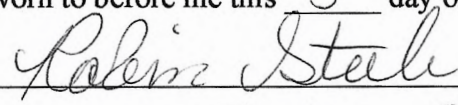

Printed Name: Robin Steele
Notary Public for South Carolina
My Commission Expires: 12/08/2032



EXHIBIT A

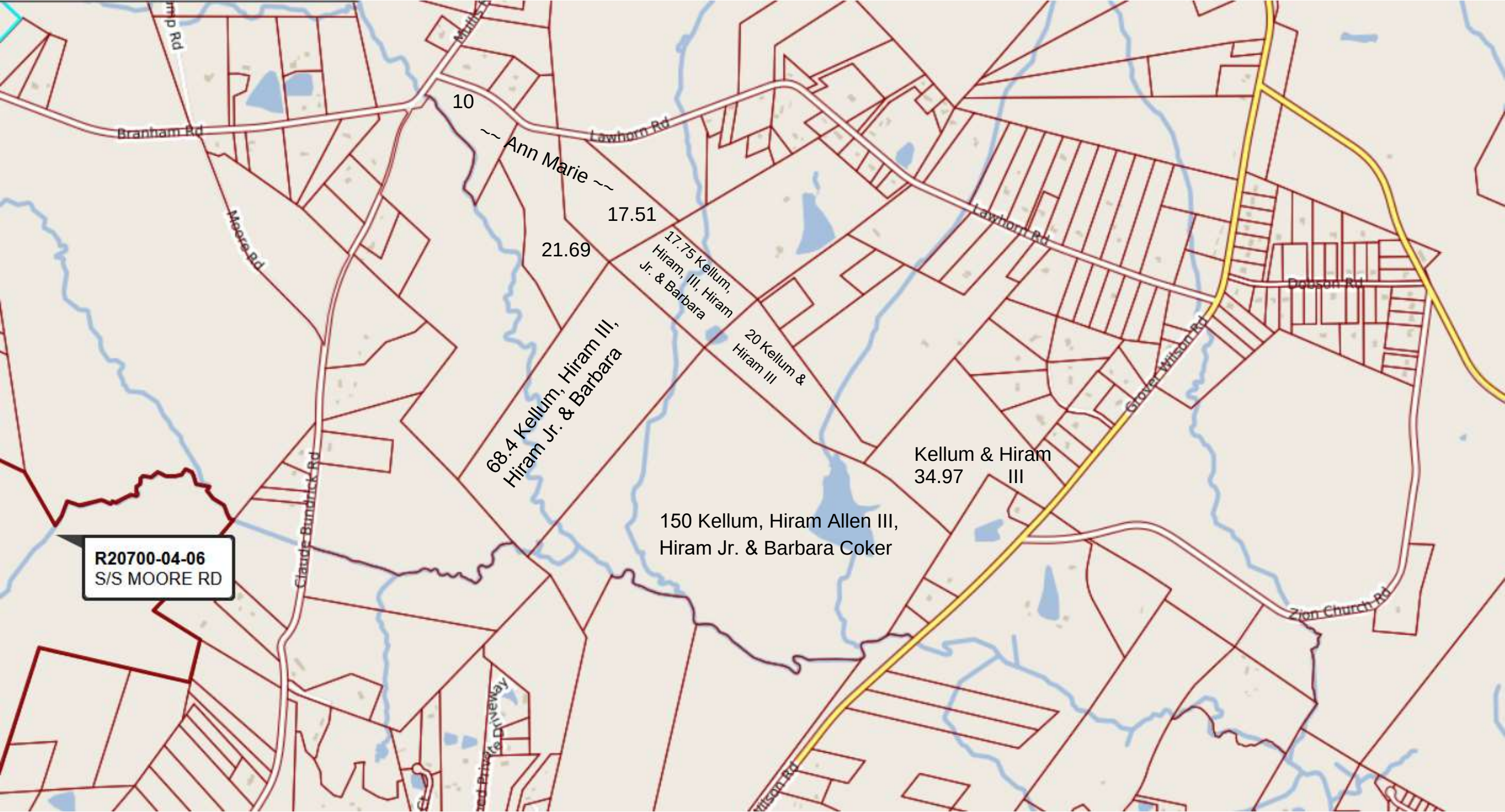


EXHIBIT B

STATE OF SOUTH CAROLINA) AUTHORIZATION AND AGREEMENT
) TO HIRE THE ALLEN LAW FIRM, P.A.
COUNTY OF LEXINGTON)

DOMESTIC

THIS AGREEMENT IS ENTERED into this 1st day of May, 2016 between,
Ann Marie Watson (Client) and The Allen Law Firm, P.A., (Attorneys) for
representation in a domestic law case wherein Charles Watson is the adverse party.

REPRESENTATION

Client represents that he/she has not retained any other attorney in connection with this matter or, if the Client has done so, such attorney has been discharged. Upon acceptance of this contract, Attorneys agree to utilize their best efforts to obtain favorable results for Client in the Family Court in South Carolina. Attorneys make no representation, guarantee or warranty regarding the outcome of the litigation.

COSTS

Attorneys are authorized to pay or incur liability for all costs and expenses which Attorneys deem necessary in the representation of Client and Client agrees to pay all costs and expenses incurred by Attorneys upon receipt of the bill. Costs will be itemized on the monthly bill. Costs for professional services, such as accounting or appraisal fees, must be paid by Client directly to the provider. The firm will charge a file setup fee of \$100.00.

FEES

Attorneys will bill for preparation of all documents, all communications, (whether written, by telephone, direct contact or electronically) and all work done on the behalf of Client in furtherance of the case. Client may not instruct Attorneys not to contact or work with the opposing attorney or the Guardian *ad Litem*.

Attorneys will bill for the time necessary to travel to and from Court or anywhere else necessary to represent Client's interests.

Telephone calls will be billed at a two-tenths (.2) of an hour minimum charge for all such calls; All correspondence written on behalf of Client shall be billed at hourly rates as outlined here, with a Three-tenths (.3) per hour minimum charge for all such correspondence. Client may be charged for copies and postage.

Missed appointments when Client has failed to contact Attorneys to reschedule will be billed at the hourly rate.

Client will be responsible for payment of all fees regardless of whether the Court orders another party to pay them. Any fees received by way of Court order will be applied to Client's outstanding balance. However, a Court Order does not relieve Client of his/her obligations as outlined herein.

RETAINER FEE AND HOURLY RATE

Client agrees to pay Attorneys at the rate of \$ 350.00 / 250.00 ^{KNA DKAT} per hour for professional Out of Court services, the rate of \$ 350.00 / 250.00 for In Court Services by the Attorney and the rate of \$ 100.00 Dollars per hour for law office personnel assistance.

Client has deposited a retainer of \$ _____. Attorneys will charge against the retainer at the hourly rate listed above and for any costs advanced.

EXHAUSTION OF RETAINER

Client agrees that, once the retainer is exhausted, a new retainer will be paid by Client in the same amount as the original retainer, plus any costs or fees incurred between the exhaustion of one retainer and the payment of the new retainer. Once case has been set for trial, if the balance has not been paid, Attorneys will be relieved of further obligation to represent Client and Client will sign documentation to that effect.

REFUND OF RETAINER

Attorney will refund any unused portion of the retainer when case has been completed.

LIEN ON PROPERTY FOR UNPAID FEES

Attorneys are granted a lien for their unpaid fees, costs and expenses on any property awarded to Client by the Court or received by agreement of the parties., including any monies received by Attorneys on behalf of Client. Attorneys are specifically authorized to file a lien with the appropriate authority to evidence this lien and its encumbering nature, if necessary.

REQUIREMENTS

- a. Client will keep Attorneys informed of any change in his/her address and telephone number(s) as soon as any changes are made;
- b. Client will make all Court appearances as directed;
- c. Client will cooperate with Attorneys in producing any documents required; and
- d. Client will pay his/her bill in full when requested by Attorney.

DISCHARGE OF ATTORNEY

Client may discharge attorney at any time by providing written documentation of that intent and signing an Order to relieve Attorneys as his/her counsel. There will be no charge for the preparation of the Order; however, Client will be charged for the cost of filing the Order with the appropriate office of the Clerk of Court.

DISCHARGE OF CLIENT

Attorneys may be relieved as counsel for Client when they believe withdrawal is appropriate and, more particularly, upon the occurrence of one or more of the following:

- a. Failure to co-operate with Attorney;
- b. Failure to pay his or her bill when requested to do so;
- c. Failure to keep Attorney informed of current address or phone number(s);
- d. Failure to disclose a material fact;
- e. A conflict of interest is present (or develops);
- f. Attorneys believe a withdrawal of representation is required by law or by the rules of professional conduct.

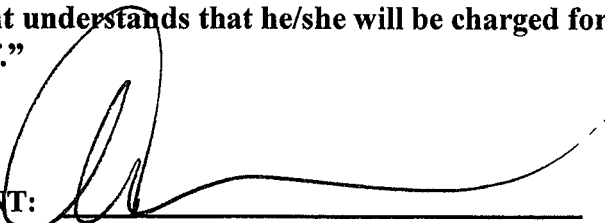
SCOPE OF REPRESENTATION

This agreement is for representation of Client through the trial of the case in Family Court. This agreement does not cover post-trial motions or appeals. If same are requested by Client and recommended by Attorneys, a new agreement will be executed and additional funds will be required by Attorneys.

Client indicates by signing below that he/she has read the foregoing retainer agreement and understand the terms as outlined herein. Client certifies that he/she agrees to all of the terms and conditions contained in this contract by affixing his/her signature below.

"Any unused funds remaining may be applied to other matters this law firm is representing the client on as specified and agreed to by the client."

"Client understands that he/she will be charged for any communications made to the firm on the client's behalf."

CLIENT: 

Ann Marie Wokan

DATE: 9/15/14

THE ALLEN LAW FIRM, P.A.

By: 

ELECTRONICALLY FILED - 2024 Sep 06 9:51 AM - RICHLAND - COMMON PLEAS - CASE#2024CP4000827

EXHIBIT C

From: Ann Marie watson <a.mwatson@hotmail.com>

Sent: Friday, March 27, 2020 6:55 PM

To: Kellum Allen <kellumallen@gmail.com>

Subject: Re:

#46. Stipulates for cashiers only that wife gets 1/2 difference. It doesn't specify for Poinsett. I assume he sent the total sale price of Poinsett. I'm not sure I knew what actual sale price was.

Ann Marie Watson

On Mar 27, 2020, at 6:19 PM, Kellum Allen <kellumallen@gmail.com> wrote:

Ann Marie

Now that you have shown me all the numbers I agree with your summary, except if you got all the Poinsett excess shouldn't 1/2 the excess have been yours anyhow. If so the amount owed by Chuck would be reduced by \$3,113.99 not \$6,227.97. This is the same logic as applied to your "place marked" Cashiers excess. If I am correct the total still owed would be \$174,030.92. Double-check my math. What do you think?

Kellum

On Mar 27, 2020, at 5:17 PM, Ann Marie watson <a.mwatson@hotmail.com> wrote:

Hi

\$714,430.00 was final value owed me to be adjusted by actual sale values. This already accounted for a placemaker value for poinsett warehouse and 1/2 value of Ledbury Lane (marital home).

Cashiers cabins were on my side of the balance sheet already at placemarked value of \$200,000. They sold for \$304,570.17. An excess of \$104,570.17 divided by half \$52,285.09 was applied toward balance owed me.

Ledbury Lane sold for less than predicted.

Poinsett sold for \$6227.97 over placemarked value. It was applied to what I am owed.

\$714,430 initially owed	
-52,285.09 cashiers excess	
-6,227.97 poinsett excess	
-67,196.72 his 1/2 loss on sale of house (less than placemarked value)	
-367,803.29 his 1/2 of sale of house	

\$220,916.93 remaining owed me	
-\$50,000.00 to date paid in installments	

\$170,916.93 still owed	

Ann Marie Watson

From: Kellum Allen <kellumallen@gmail.com>
Sent: Thursday, March 26, 2020 5:58:15 PM
To: Ann Marie watson <a.mwatson@hotmail.com>
Subject: Re:

Ann Marie

I looked at the Final Decree and attachments.

Chuck owed you \$714,430.00.

Apparently, this was reduced by the \$236,227 from the Poinsett sale. Correct?

Then it was reduced by your getting his half of Ledbury(\$735,606.57 / 2 = \$367,803.69). Correct?

So, that leaves a balance computed as follows: \$714,430 minus \$236,227 minus \$367,803 which equals \$110,400. Double check my math. Correct? You indicated he has made 10 of the \$5000.00 quarterly payments starting November 1, 2017 for a total of \$50,000 against this amount due you.

This is less than the \$200,000 number you mentioned to me. I noticed paragraph 46 has a variable regarding the Cashier's cabin. What has happened on that?

Review for other loose ends besides the interest we discussed and call if you need to talk further.

Kellum

> On Mar 23, 2020, at 10:45 AM, Ann Marie watson <a.mwatson@hotmail.com> wrote:
>
>
> Hi.
> I verified he has NOT been paying interest.
>
> 12/1/2017 I received \$236,227.97
>
> 1/19/2018 I received \$735,606.57
>
> Ann Marie Watson

EXHIBIT D

Book 2635-2707

2021042011 06/29/2021 08:54:58:457

Deed

Fee: \$15.00

County Tax: \$60.50

State Tax: \$143.00



2021042011

John T. Hopkins II

Richland County R.O.D.

Prepared by: Allen, Gantt & Best**Post Office Box 9507****Columbia, SC 29290-0507****803-776-8380****STATE OF SOUTH CAROLINA****COUNTY OF RICHLAND****TITLE TO REAL ESTATE****no title search performed**

KNOW ALL MEN BY THESE PRESENTS, That I, Ann Marie Mullis Watson, the said Grantor, in the State aforesaid, for and in consideration of the sum of Fifty Five Thousand and no/100 (\$55,000.00) Dollars to me paid by, Elizabeth M. Moore, the said Grantee, in the State aforesaid have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Elizabeth M. Moore, Her Heirs and Assigns:

ALL THAT CERTAIN PIECE, PARCEL, TRACT OR LOT OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, IF ANY, SITUATE, LYING AND BEING IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 11.28 ACRES, MORE OR LESS, THE SAME BEING SHOWN AND DELINEATED AS PARCEL A ON A PLAT PREPARED FOR JOYE A. MULLIS BY SURVEY ONE, LLC, DATED MARCH 29, 2011, REVISED FEBRUARY 24, 2021 TO DIVIDE THE PROPERTY INTO PARCEL A AND PARCEL B. SAID REVISED PLAT BEING RECORDED APRIL 5, 2021 IN THE REGISTER OF DEEDS OFFICE FOR RICHLAND COUNTY IN RECORD BOOK 2605, PAGE 2280. SAID PROPERTY HAVING SUCH SHAPES, COURSES, DISTANCES, METES AND BOUNDS AS SHOWN UPON SAID PLAT, REFERENCE BEING CRAVED THERETO AS OFTEN AS NECESSARY FOR A MORE COMPLETE AND ACCURATE DESCRIPTION; ALL MEASUREMENTS BEING A LITTLE MORE OR LESS.

DERIVATION: BEING THE SAME PROPERTY CONVEYED TO ANN MARIE MULLIS WATSON BY DEED OF DISTRIBUTION FROM THE ESTATE OF ANN JOYE ALLEN MULLIS (RICHLAND COUNTY PROBATE FILE # 2019-ES-40-01704) DATED 04-12-2021, RECORDED 05-10-2021 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY IN RECORD BOOK 2616, PAGE 1537.

TMS #: PORTION OF 20800-02-07

Mailing Address of Grantee: 2571 Meadowglen Trail, Snellville, GA 30078

Said conveyance subject to all easements, restrictions and covenants of record.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

Page 1 of 2

\\NAMEC\Jamie\Estate\2019 Estate\19B184, Estate of Ann Mullis\Deed from Ann to Beth.doc

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, her heirs and assigns forever.

And I, the said Grantor, do hereby bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs and assigns, against me and my heirs, and every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS My Hand and Seal this 26 day of June 2021.

Ann Marie Mullis Watson
Ann Marie Mullis Watson, Grantor

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Jane S Allen
(witness)

[Signature]
(Notary Public acting as witness-signs again below)

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF LEXINGTON

On this 26 day of June 2021, before me, the undersigned, a Notary Public in and for the aforementioned state and county, personally appeared the within Grantor, personally known to me, or proven to me on the basis of satisfactory evidence, to be the person who executed the within instrument, and acknowledged to me that she willingly executed the within instrument.

[Signature]
Notary Public for the State of South Carolina

Print: Kellum W. Allen

My Commission Expires: 5/30/24

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

AFFIDAVIT

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located on the South side of Rushing road, near Blythewood, SC 29016 bearing Richland County Tax Map Number: **portion of 20800-02-07**, was transferred by Ann Marie Mullis Watson to Elizabeth M. Moore on June / 26 /2021

- Check one of the following: The Deed is
- ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- ☐ exempt from the deed recording fee because (See Information section of affidavit);

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$55,000.00.
 - ☐ The fee is computed on the Fair market value of the realty which is \$_____.
 - ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.

5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$_____.

6. The deed recording fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$55,000.00
 - b. Place the amount listed in item 5 above here: \$0
(If no amount is listed, place zero here.)
 - c. Subtract line 6(b) from line 6(a) and place result here: \$55,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$203.50.

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

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

Ann Marie Mullis Watson
Responsible Person Connected with the Transaction
Print Name: Ann Marie Mullis Watson

SWORN to before me this 26 day of June 2021.

Notary Public for State of South Carolina

Print: Kellum W. Allen

My Commission Expires: 5/30/24

Document

Page 1 of 3

EXHIBIT E

Jack Springs

From: Adam Delk <adelk@NiAmerica.com>
Sent: Tuesday, February 9, 2021 11:35 AM
To: Jack Springs
Cc: Thomas S. Creasman; Ben Kelly; Patrick Chambers; Betsy Hartman
Subject: RE: Sewer | Richland County Parcels | R20700-03-02, R20700-03-24, R20800-02-06, R20700-03-03

Jack, that all depends on the land usage and the flow generated from it. Pump size is dictated by pressure and flow, so the denser the development (more houses) the higher the horsepower and larger wet well that will be needed. Obviously larger pumps and we wells drive the price up. We don't typically install pump stations, ad developers do that as part of their projects, then turn them over to us, so I don't have a real good feel for it. I know that's a non-answer, but there's too many variables for me to give you an off the cuff number.

From: Jack Springs <jsprings@naicolumbia.com>
Sent: Monday, February 8, 2021 4:58 PM
To: Adam Delk <adelk@NiAmerica.com>
Cc: Thomas S. Creasman <tcreasman@NiAmerica.com>; Ben Kelly <bkelly@naicolumbia.com>; Patrick Chambers <pchambers@naicolumbia.com>; Betsy Hartman <bhartman@naicolumbia.com>
Subject: RE: Sewer | Richland County Parcels | R20700-03-02, R20700-03-24, R20800-02-06, R20700-03-03

Adam,
 Thanks for this. How large of a pump would be needed and what would you estimate that cost being?

Jack L. Springs III
 Broker | [Bio](#)

Direct 803.744.9882
 Cell 843.424.8751



Sign-Up to receive our market reports

NAI Columbia

807 Gervais Street, Suite 200 | Columbia, SC 29201

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without verifying that the instructions are correct. NAI Columbia is an affiliate of NAI Global and works in partnership with [NAI Earle Furman](#) in Greenville, SC, and [NAI Piedmont Triad](#) in Greensboro, NC.

From: Adam Delk <adelk@NiAmerica.com>
Sent: Monday, February 8, 2021 2:42 PM
To: Jack Springs <jsprings@naicolumbia.com>
Cc: Thomas S. Creasman <tcreasman@NiAmerica.com>; Ben Kelly <bkelly@naicolumbia.com>; Patrick Chambers <pchambers@naicolumbia.com>; Betsy Hartman <bhartman@naicolumbia.com>
Subject: RE: Sewer | Richland County Parcels | R20700-03-02, R20700-03-24, R20800-02-06, R20700-03-03

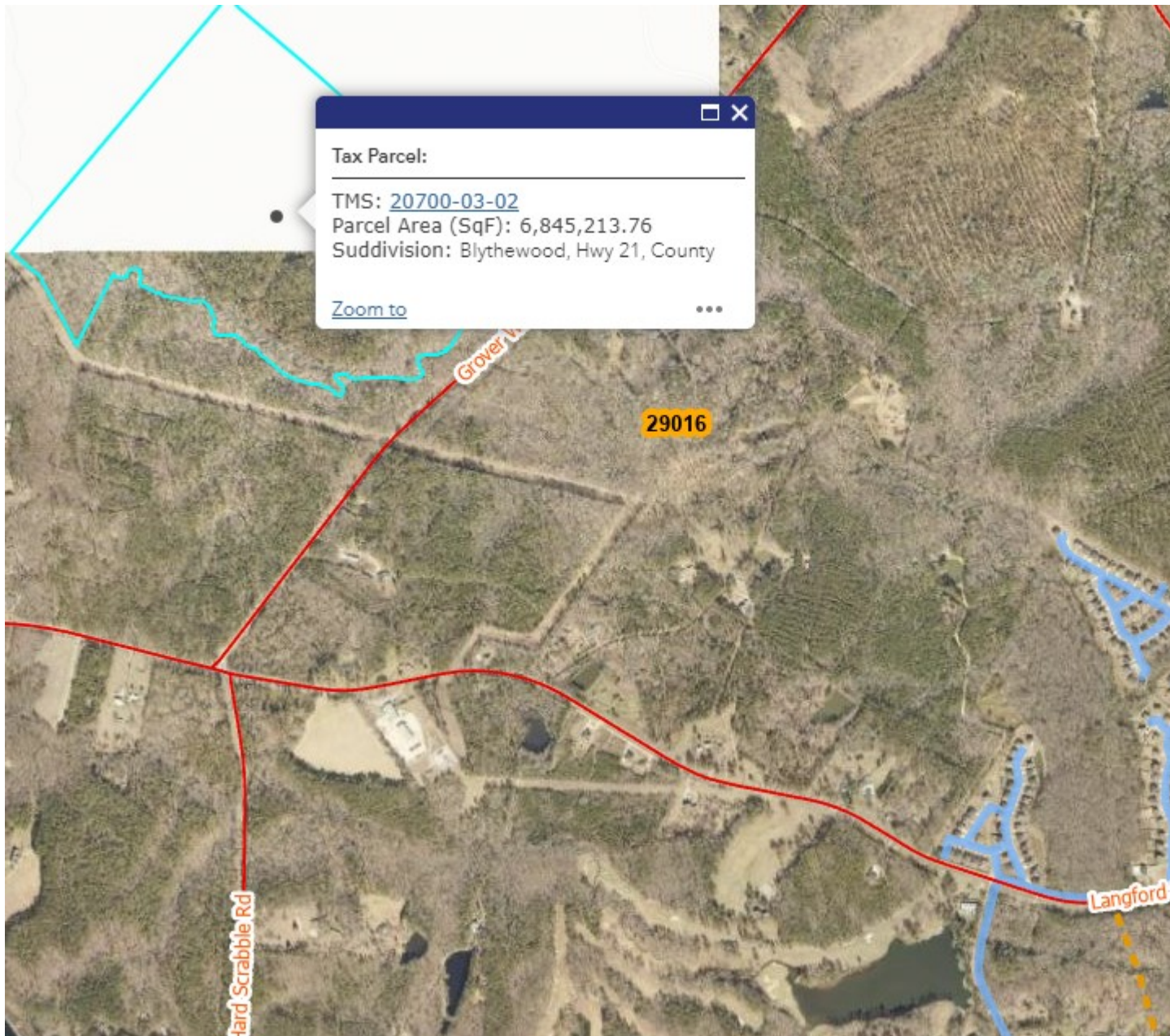
Jack, attached is a map of the properties you referenced, and our closest sewer lines. The closest gravity lines to the southern parcels is in the Hunter's Run subdivision about 5000' downstream. We have a 24" force main about 3200' away, but would require a pump station to connect that way.

Jack Springs

From: Williams, Christopher M <Christopher.Williams@columbiasc.gov>
Sent: Thursday, March 18, 2021 5:09 PM
To: Jack Springs
Subject: Blythewood water screenshot

Good afternoon,

In reference to our brief conversation, I've attached screenshots (below).





Christopher M. Williams
Special Services Manager

Columbia Water
Engineering Department
Engineering Administration Division
Special Services

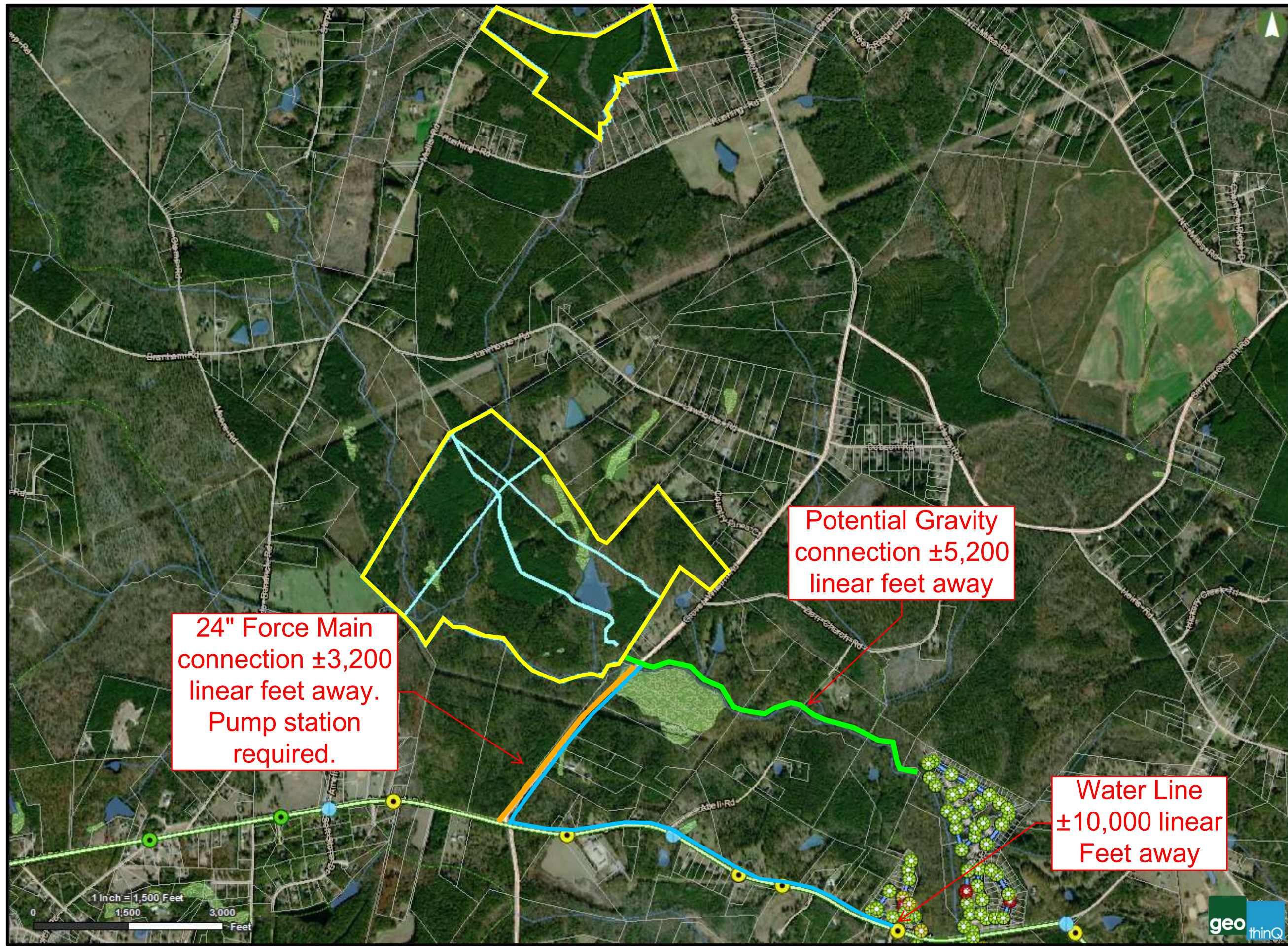
PO Box 147 | Columbia, SC 29217



sewer availability

THEME
02/08/2021

- Excellent
- Fair
- Poor
- Unknown
- Gravity Main
- Satellite
- Pressurized Main
- Wet Well
- Grinder
- Submersible
- Other
- Unknown
- Air Release
- Air Release with Filter
- Ball
- Butterfly
- Gate
- Other



This map was created using geothinq | www.geothinq.com | Mapping Smart Land Decisions

EXHIBIT F

From: Ann Marie watson <a.mwatson@hotmail.com>
Sent: Wednesday, April 20, 2022 2:59 PM
To: Kellum Allen <kellumallen@gmail.com>
Subject: Touching base

Hi. Hope you guys had a happy Easter! It was beautiful here.

Chuck contacted me via email. He says I owe him money. I had asked him previously not to contact me because it just makes me mad. I'm a much more peaceful person if I don't have to deal with him. Knowing he even thinks about me just triggers me. At any rate I told him to that if he thought I owed him money, he could assume it was not I was trying to hide it because I don't operate that way. I Assured him that if I owed it to him that I would most certainly pay it. But I would not discuss it with him and he could contact you.

I apologize I didn't talk with you first or before I extended that invitation. It sorta rolled of the tongue, so to speak.

But this brings me to something else that had been on my mind. Many times I feel like I would like to have an attorney on retainer, as a security net, for things just like this. I didn't want to be presumptuous and assume I can turn to you just because you handled my divorce and we are family. I don't want to take advantage of that, however I feel like I just did.

Would you or David be interested in being on retainer for me for this and future issues? Very few would be criminal, I would imagine 😊

I appreciate you.

As I'm typing this I just remembered news you may not know. Claudia Moreland, our cousin mother was talking with about genealogy has been in contact with me.

George III gave 250 acres to James Wilson who marries Mary Perry. They have 2 sons, John and Jacob. John(and Lucy Crankfield) receive the land ?wedding, inheritance?

It is given to a (?Lewis) Crankfield, possible brother to Lucy. He marries Amelia Randolph.

Littleton Crankfields mother, Amelia/Millie Randolph was a widowed by a Crankfield. Through 1st husband Crankfield, she became owner of 250 acres. Her second husband was Lewis Perry. This is Mary Perry's brother from above). She gave property to Littleton on his 21st birthday as inheritance from his father. However, at that time women did not hold property. She gave up doceer rights to Lewis (the stepfather) so that in 1797 he could deed the 250 acres to Littleton.

The end point is that we are considered first family South Carolina although Claudia says S.C. quit adding to that registry. Most importantly, the women can proudly claim they are DAR, as Littleton and John Wilson are well documented revolutionists.

And on an aside to all this:

I worked in Camden with a nurse who was from Kershaw. She's black. Her last name is Wilson. She mentioned to me that her grandfather was "light-skinned." The Wilsons and Crankfields were around the Kershaw Fairfield County area so I decided to see if maybe she and I were related. I did find her family on [Ancestry.com](https://www.ancestry.com) and was able to go back to slave times and then I hit a dead end in the recordkeeping. But interestingly enough, I did find a record of a black man in her family tree in the early 1800s named Littleton Wilson.

EXHIBIT G

David A. Wilson
Eric K. Englehardt

dwilson@GreenvilleSClaw.com
eric@GreenvilleSClaw.com

June 15, 2022

Kellum W. Allen
Post Office Box 3241
West Columbia, SC 29171

RE: Ann Marie Watson vs. Charles L. Watson, Jr.
Case No. 2016-DR-23-3744

Dear Kellum:

I hope you are doing well. As you may recall, I represented Charles L. Watson, Jr. in connection with his divorce from Ann Marie Watson back in 2017. For your convenience, I am enclosing a copy of the Final Decree of Divorce filed June 30, 2017 as **Exhibit A**.

Pursuant to Paragraph 47 of the Marital Settlement Agreement which was approved by the Court, my client was ordered to pay your client \$714,430 to effectuate the equitable apportionment of the marital estate ("Equitable Distribution Payment"). As set forth in the Marital Settlement Agreement, my client satisfied \$236,227.97 of this obligation by allowing your client to receive all of the proceeds from the sale of the former Marital Home. He also received credit in the amount of \$236,227.97 representing the proceeds from the sale of the property on Cleveland Street.

As required by the Marital Settlement Agreement, my client paid your client \$5,000 per quarter every quarter from November, 2017 through February, 2022.

As you may recall, there was some dispute as to the value of the cabins in Cashiers. We included a value of \$200,000.00 on the Asset Allocation as a placeholder. Pursuant to Paragraph 46 of the Marital Settlement Agreement, if the Cashiers cabins sold for more than \$200,000.00, the value allocated to the wife would be increased by one-half the difference between the sales price and \$200,000.00. Based upon the Settlement Statement attached as **Exhibit B**, your client sold the cabins for \$327,000.00. Accordingly, my client is entitled to credit toward the Equitable Distribution Payment in the amount of \$63,500 (one-half the difference between \$327,000.00 and \$200,000.00).

As shown by **Exhibit C**, the net result of all the above is that my client has overpaid your client to the tune of \$42,954.84, which includes interest at 3.5%.

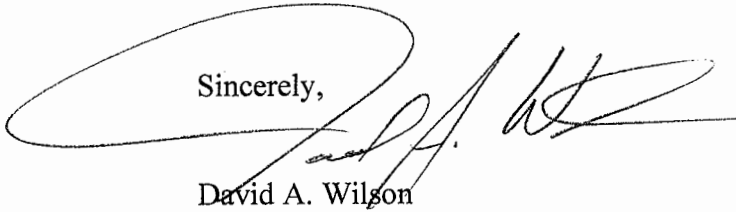
On April 20, 2022, my client sent your client a very matter-of-fact request for reimbursement of the overpayment which resulted in your client sending numerous emails filled with profanity and threats.

Please contact your client and let me know when my client can expect to receive reimbursement for the overpayment of the Equitable Distribution Payment.

If you no longer represent Ann Marie Watson, please let me know that as well so I can send a letter directly to her.

I look forward to hearing from you.

Sincerely,


David A. Wilson

DAW/scn

Cc: Charles L. Watson, Jr.

NY-2

EXHIBIT H

Archived: Friday, June 14, 2024 7:36:03 AM
From: [Ben Kelly](#)
Sent: Fri, 27 May 2022 14:15:25
To: [Bill Dixon](#)
Cc: [Patrick Chambers](#)
Subject: Re: [External] Allen
Sensitivity: Normal

I agree. We need to investigate dirt rd also. I will send info shortly. Thank you, Ben.

Sent from my iPhone

On May 27, 2022, at 9:40 AM, Bill Dixon <bdixon@mungo.com> wrote:

\u-257 ?
Ben,

Looking closer at this I mistakenly thought they also owned a parcel that fronted on Lawhorn Road.

I think it will be necessary to buy one or both parcels owned by Ann Marie Watson. A project this size will need 2 major access points.

I am also concerned with the limited frontage on Grover Wilson.

Thanks,

Bill Dixon
VP Land Development
Mungo Homes
441 Western Lane
Irmo, SC 29063
803-227-8423 Direct
bdixon@mungo.com
www.mungo.com



EXHIBIT I

6-21-22 → 8:30 → 9:15 t/c 20 min
Ann Marie

9/5 incense (C) Client doesn't want to

Oct 2017 ✓

Why mother of lawyer (C) Don't know -

May 2022 page (C) D didn't make -

- Bread by kids present (C)

- How did he make people's gift (C)

- Any other issues understood (C) - No -

4/6/22 1:5 07,951?

6/28/22

call D. Wilson Wednesday -

- 5,000⁰⁰ - incense

How to be raised

6/29/22 D Wilson - 10 min. He will call Beth before

A: 5,000 incense

He will raise hands

1. will be raised
 call will be raised

m-3

(A. Marie)Watson v Watson

> offer 2500 £ w no stl

9/30 + end of end of the pl
until 4/... pl - 10

> ct. order -

7/14/22

Did ~~he~~ pay 3.5 interest on Balance of EQ Div.

Apparently, yes

(Argument)

① Mutual mistake of fact on Cohier: "net"

② Not different ~~in~~ ^{on} his assets

③ P. 4 waiver of all equitable claims

④ For 4, her early age is 15 & mal = 180 yrs. ? Further
or
proof

⑤ per 58 continuing jurisdiction

⑥ He took sole continuous responsibility on his obligations

EXHIBIT J

Archived: Friday, June 14, 2024 12:20:00 PM

From: [Ben Kelly](#)

Sent: Tue, 21 Jun 2022 21:30:25

To: [Bill Dixon](#)

Cc: [Patrick Chambers](#)

Subject: [External] Grover Wilson second access

Sensitivity: Normal

Attachments:

[Watson Sites.pdf](#) 

Kellum is related to Ms. Watson and will discuss need for secondary access tonight.

Ben Kelly, CCIM

Principal | Executive Committee Member

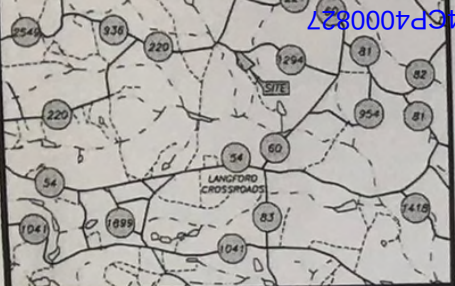
NAI Columbia

Direct 803.744.9830

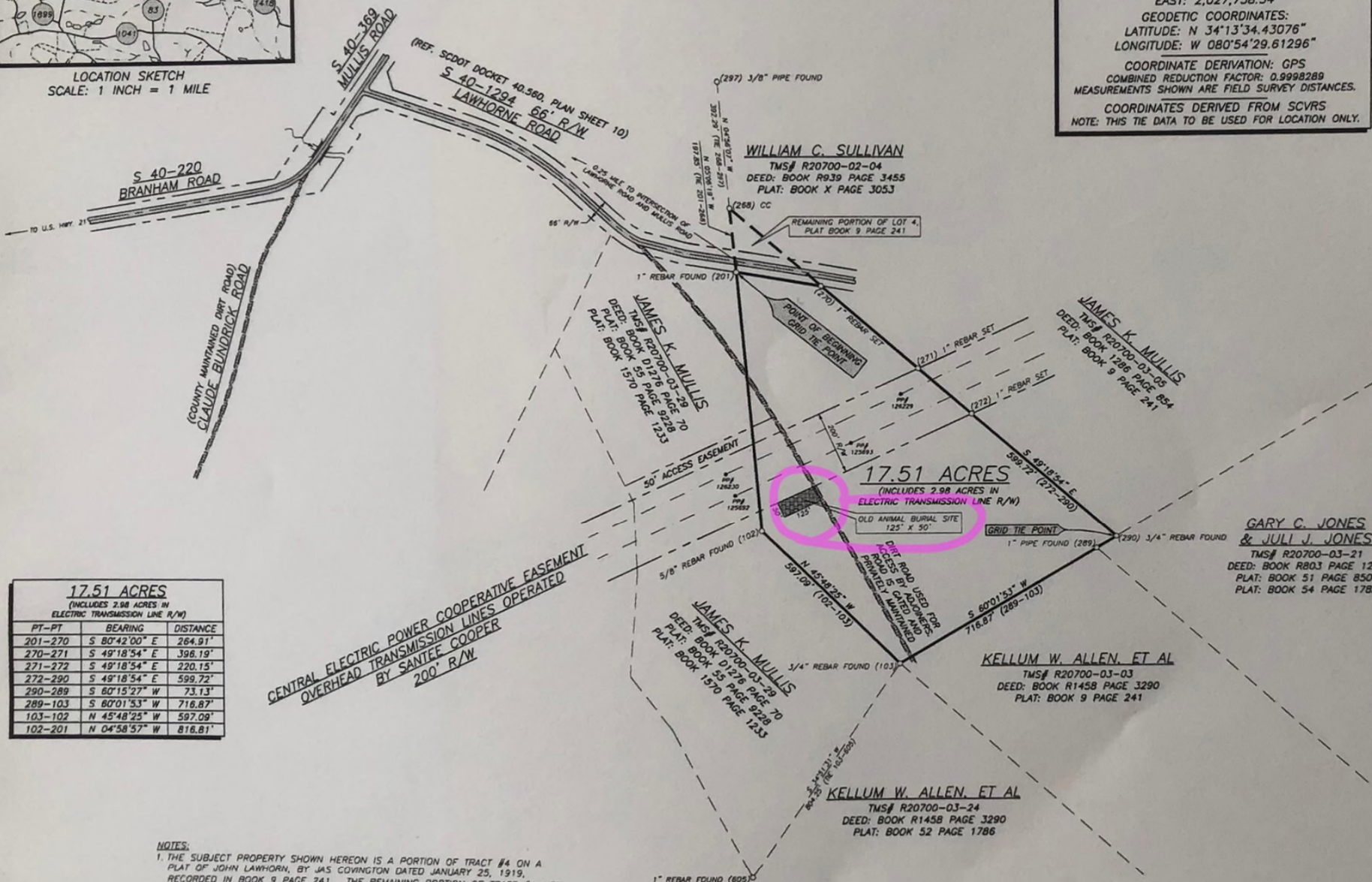
Cell 803.530.7900

bkelly@naicolumbia.com

EXHIBIT K



LOCATION SKETCH
SCALE: 1 INCH = 1 MILE



17.51 ACRES

(INCLUDES 2.98 ACRES IN
ELECTRIC TRANSMISSION LINE R/W)

PT-PT	BEARING	DISTANCE
201-270	S 80°42'00" E	264.91'
270-271	S 49°18'54" E	398.19'
271-272	S 49°18'54" E	220.15'
272-290	S 49°18'54" E	599.72'
290-289	S 80°15'27" W	73.13'
289-103	S 80°01'53" W	716.87'
103-102	N 45°48'25" W	597.09'
102-201	N 04°58'57" W	816.81'

NOTES:

1. THE SUBJECT PROPERTY SHOWN HEREON IS A PORTION OF TRACT #4 ON A PLAT OF JOHN LAWHORN, BY JAS COVINGTON DATED JANUARY 25, 1919, RECORDED IN BOOK 9 PAGE 241. THE REMAINING PORTION OF TRACT #4 LIES WITHIN OR ON THE NORTHERN SIDE OF LAWHORNE ROAD AS SHOWN HEREON.
2. I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THE SUBJECT PROPERTY IS NO LOCATED IN A SPECIAL FLOOD HAZARD ZONE.

COMMUNITY PANEL NUMBER: 45079C0075 G
COMMUNITY PANEL DATE: JANUARY 19, 1994

2. NO PRINT OR ELECTRONIC COPY OF THIS PLAT IS CERTIFIED BY GLENN ASSOCIATES SURVEYING, INC. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND IMPRESSION SEAL OF THE RESPONSIBLE SURVEYOR SHOWN HEREON.



DRAWING BY JOE E. FRICK JR.

SUBJECT PROPERTY REFERENCES

TMS# R20700-03-04
DEED: BOOK D1286 PAGE 850
PLAT: BOOK 8 PAGE 241

VERTICAL DATUM: NAVD 88

POINT NUMBER: 201
SC GRID COORDINATES
NORTH: 871,468.23
EAST: 2,026,554.97
GEODETIC COORDINATES:
LATITUDE: N 34°13'42.70622"
LONGITUDE: W 080°54'43.69943"

POINT NUMBER: 290
SC GRID COORDINATES
NORTH: 870,632.81
EAST: 2,027,738.34
GEODETIC COORDINATES:
LATITUDE: N 34°13'34.43076"
LONGITUDE: W 080°54'29.61296"

COORDINATE DERIVATION: GPS
COMBINED REDUCTION FACTOR: 0.9998289
MEASUREMENTS SHOWN ARE FIELD SURVEY DISTANCES.
COORDINATES DERIVED FROM SCVRS
NOTE: THIS TIE DATA TO BE USED FOR LOCATION ONLY.

EXHIBIT L

On Jul 5, 2022, at 11:39 AM, David A. Wilson <dwilson@greenvillesclaw.com> wrote:

Kellum, by way of follow up on our conversation last week, my client is agreeable to your client paying the property division overpayment over time. This can be accomplished either by your client making reasonable monthly payments or by my client reducing child support payments. If we can reach an understanding, then my client will waive interest.

As to your client's threat of filing an action to increase child support, my client is not worried. His income is substantially less now than it was

when the order was signed. He closed two of the Mellow Mushroom locations in the last two years and two of the remaining four locations are losing money. Depending on your client's current financial situation, it appears likely that my client would actually be entitled to a *reduction* in his child support obligation. He will not pursue that reduction right now if we can satisfactorily resolve the issue of the overpayment of the property division.

Please let me know your client's position by no later than July 15.

David A. Wilson

<image001.jpg>
Carolina@Whitsett
200 Whitsett Street, Suite 100-B
Greenville, SC 29601
(864) 232-2329

CONFIDENTIALITY NOTICE: *This message is intended solely for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone [\(864.232.2329\)](tel:864.232.2329) or reply to this e-mail and delete all copies of this message. Thank you.*

EXHIBIT M

From: Kellum Allen <kellumallen@gmail.com>
Sent: Thursday, July 14, 2022 3:27 PM
To: David A. Wilson <dwilson@greenvillesclaw.com>
Subject: Re: Watson

David

Ann Marie to reimburse Chuck \$2500 per quarter commencing September 30, 2022 and the last day of each fiscal quarter thereafter until the \$41,616.67 is paid in full. Ends all equitable division claims. No interest. Own fees.

Let me know. Thanks.

Kellum

EXHIBIT N

Archived: Friday, June 14, 2024 7:39:43 AM

From: [Ben Kelly](#)

Sent: Wed, 27 Jul 2022 17:58:53

To: [Bill Dixon](#)

Cc: [Patrick Chambers](#)

Subject: [External]RE: Allen Property

Sensitivity: Normal

Attachments:

[2022072111111517.pdf](#)  [20220721111116574.pdf](#)  [20220721111127508.pdf](#)  [20220721111134807.pdf](#) 

Yes it appears we are making good progress on Watson. Kellum Allen has discussed with her and should make her an offer to option for 18 months this week. Attached is preliminary title as to horse graveyard and timber rights. James Mullis is 93 and Kellum believes timber has been cut. Worst case we purchase present value of future cut. I will send surveys.

Ben Kelly, CCIM

Principal | Executive Committee Member

NAI Columbia

Direct 803.744.9830

Cell 803.530.7900

bkelly@naicolumbia.com

ELECTRONICALLY FILED - 2024 Sep 06 9:51 AM - RICHLAND - COMMON PLEAS - CASE#2024CP4000827

EXHIBIT O

Archived: Tuesday, September 3, 2024 1:08:52 PM
From: [Ben Kelly](#)
Sent: Fri, 5 Aug 2022 18:30:57 +0000Authentication
To: [Kellum Allen](#)
Subject: FW: Option
Sensitivity: Normal
Attachments:
[Land Option.doc](#) 

FYI

Ben Kelly, CCIM

Principal | Executive Committee Member

NAI Columbia

Direct 803.744.9830

Cell 803.530.7900

bkelly@naicolumbia.com

From: Betsy Hartman <bhartman@naicolumbia.com>
Sent: Friday, August 5, 2022 2:07 PM
To: Ben Kelly <bkelly@naicolumbia.com>
Subject: Option

Is this the form you need?

Betsy Hartman

Sales & Leasing Administrator

NAI Columbia

Direct 803.744.9816



807 Gervais Street, Suite 200
Columbia, SC 29201
+1 803 254 0100
www.naicolumbia.com

Land Option

Both Seller and Purchaser acknowledge receiving, reading, and understanding the South Carolina Real Estate Commission's Agency Disclosure Form.

The [] Purchaser [] Seller is Licensed under the laws of South Carolina as a Real Estate Licensee.

KNOW ALL MEN BY THESE PRESENT, That this _____ day of _____, _____ that, _____ (Seller) in consideration of the sum of _____ (\$ _____) Dollars, to be held in a non-interest bearing trust account by **NAI Avant, LLC** does hereby grant, bargain and sell unto _____ (Purchaser), the right and option of purchasing at any time on or before the _____ day of _____, _____, the following described property:

at and for the total purchase price of _____ (\$ _____) Dollars, payable as follows: \$ _____, above acknowledged and the further payment of (\$ _____) Dollars, in cash or by certified or cashier's check at closing, and

And the said Seller does hereby represent that Seller is the owner in fee simple of the said premises, and has a full and perfect right to grant and sell this option, and Seller covenants and agrees that upon compliance by the said Purchaser or Purchaser's heirs, successors and assigns, with the terms of this option, Seller will convey the subject property at closing to Purchaser, _____ heirs, successors and assigns, in fee simple by a proper statutory general warranty deed, free from any and all encumbrances except as herein agreed to be assumed by Purchaser.

Upon written notice being given by the Purchaser during the period of this option of the intention of Purchaser to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding _____ (_____) days, to allow time for examination of title, and

S _____ P _____

preparation of closing documents.

The above described property shall be conveyed subject to applicable zoning ordinances and valid recorded easements, restrictions and covenants provided the foregoing do not make the title unmarketable or prohibit Purchaser from using the property for such purposes, if any, which may be specified under Special Conditions herein below.

All real property taxes, assessments, and rents (as and when collected) are to be prorated to date of completion of sale.

Seller shall pay for deed stamps, transfer tax, or other similar taxes or fees for recording based in whole or in part upon the consideration for or value of the Property.

It is agreed by both parties hereto that all money paid under the Land Option shall pass through the hands of **NAI Avant, LLC** as a disbursing agent for both parties hereto. **NAI Avant, LLC** does not guarantee payment of check or checks accepted as option money. Seller agrees to pay all real estate fees or commissions.

This agreement constitutes the entire agreement between the parties and can only be changed by written agreement signed by the parties hereto.

Special Conditions (the following conditions shall control if in conflict with the printed provisions of this Land Option):

WITNESS the execution hereof by Seller and Purchaser the day, month and year above written. Signed, Sealed and Delivered in the Presence of:

Witness:

Seller:

By:

(Seal)

By:

(Seal)

Witness:

Purchaser:

By:

(Seal)

By:

(Seal)

S _____ P _____

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
Telephone: (803) 896-4400 Fax: (803) 896-4427
<http://llr.sc.gov/POL/REC/>

Pursuant to South Carolina Real Estate License Law in S.C. Code of Laws Section 40-57-370, a real estate licensee is required to provide you a meaningful explanation of agency relationships offered by the licensee's brokerage firm. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate brokerage firm. Associated licensees may work only through a broker-in-charge. **In other words, when you choose to work with any real estate licensee, your business relationship is legally with the brokerage firm and not with the associated licensee.**

A real estate brokerage firm and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the brokerage firm. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a **customer** or a **client**.

You Are a Customer of the Brokerage Firm

South Carolina license law defines customers as buyers or sellers who choose **NOT** to establish an agency relationship. The law requires real estate licensees to perform the following **basic duties** when dealing with **any** real estate buyer or seller as customers: ***present all offers in a timely manner, account for money or other property received on your behalf, provide an explanation of the scope of services to be provided, be fair and honest and provide accurate information, provide limited confidentiality, and disclose "material adverse facts" about the property or the transaction which are within the licensee's knowledge.***

Unless or until you enter into a written agreement with the brokerage firm for agency representation, you are considered a "customer" of the brokerage firm, and the brokerage firm will not act as your agent. As a customer, you should not expect the brokerage firm or its licensees to promote your best interest.

Customer service does not require a written agreement; therefore, you are not committed to the brokerage firm in any way unless a transaction broker agreement or compensation agreement obligates you otherwise.

Transaction Brokerage

A real estate brokerage firm may offer transaction brokerage in accordance with S.C. Code of Laws Section 40-57-350. Transaction broker means a real estate brokerage firm that provides customer service to a buyer, a seller, or both in a real estate transaction. A transaction broker may be a single agent of a party in a transaction giving the other party customer service. A transaction broker also may facilitate a transaction without representing either party. The duties of a brokerage firm offering transaction brokerage relationship to a customer can be found in S.C. Code of Laws Section 40-57-350(L)(2).

You Can Become a Client of the Brokerage Firm

Clients receive more services than customers. If client status is offered by the real estate brokerage firm, you can become a client by entering into a written agency agreement requiring the brokerage firm and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this agency relationships disclosure document in a timely manner.

A seller becomes a client of a real estate brokerage firm by signing a formal listing agreement with the brokerage firm. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the brokerage firm which becomes the agent for the seller.

A buyer becomes a client of a real estate brokerage firm by signing a formal buyer agency agreement with the brokerage firm. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the brokerage firm which becomes the agent for the buyer.

(Rev 1/17) Page 1 of 2

S _____ P _____

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS



South Carolina Real Estate Commission
 PO BOX 11847, Columbia, S.C. 29211-1847
 Telephone: (803) 896-4400 Fax: (803) 896-4427
<http://llr.sc.gov/POL/REC/>

If you enter into a written agency agreement, as a client, the real estate brokerage has the following **client-level duties: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable skill and care**. Client-level services also include advice, counsel and assistance in negotiations.

Single Agency

When the brokerage firm represents only one client in the same transaction (the seller or the buyer), it is called single agency.

Dual Agency

Dual agency exists when the real estate brokerage firm has two clients in one transaction – a seller client and a buyer client. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to represent both you and the other client in a disclosed dual agency relationship.

Disclosed Dual Agency

In a disclosed dual agency, the brokerage firm's representation duties are limited because the buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the brokerage firm. As a disclosed dual agent, the brokerage firm and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the brokerage firm's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to designate a representative for you and one for the other client in a designated agency. Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself, with or without a transaction broker agreement.
- You can choose to hire the brokerage firm for representation through a written agency agreement.
- If represented by the brokerage firm, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

If you plan to become a client of a brokerage firm, the licensee will explain the agreement to you fully and answer questions you may have about the agreement. Remember, however that until you enter into a representation agreement with the brokerage firm, you are considered a customer and the brokerage firm cannot be your advocate, cannot advise you on price or terms, and only provides limited confidentiality unless a transaction broker agreement obligates the brokerage firm otherwise.

The choice of services belongs to you – the South Carolina real estate consumer.

Acknowledgement of Receipt by Consumer:

Signature _____ Date _____

Signature _____ Date _____

THIS DOCUMENT IS NOT A CONTRACT.
 This brochure has been approved by South Carolina Real Estate Commission for use in explaining representation issues in real estate transactions and consumer rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.

(Rev 1/17) Page 2 of 2

S _____ P _____

August 7, 2022

Ms. Ann Marie Watson
8400 N. Tigerville Road
Traveler's Rest, SC 29690

re: Land Option Contract for 17.51 acres in Blythewood

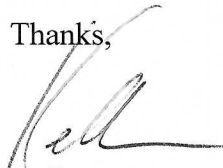
Dear Ann Marie:

Enclosed are the documents for the above 18-month option on the 17.51 acres at \$12,000 per acre, as agreed. I have signed same in the presence of a witness.

Please do the following:

- 1) Read the document, initial page 1 and page 2, and sign page 2.
- 2) Please have an adult witness sign where indicated, witnessing your name on page 2.
- 3) Please fill in the date on page 1 with the date you sign.
- 4) Deposit my \$500 earnest money check, enclosed herein to your individual bank account.
- 5) Please make and retain a copy of the document for yourself.
- 6) Please return the document as signed by you in the self-addressed, stamped envelope provided for your convenience.

Thanks,


Kellum

Land Option

KNOW ALL MEN BY THESE PRESENT, That this ____ day of August, 2022 that, Ann Marie Watson (Seller) in consideration of the sum of Five Hundred (\$500.00) Dollars, to be held in her individual checking account does hereby grant, bargain and sell unto Kellum W. Allen (Purchaser), the right and option of purchasing at any time on or before the 15th day of February, 2024, the following described property:

ALL that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 17.51 acres, more or less, as shown as plat prepared by Glenn Associates Surveying, Inc., entitled "CLOSING SURVEY FOR ANN MARIE WATSON," dated April 12, 2010 recorded on May 27, 2010 in Plat Book 1609 at Page 2333 in Richland County, South Carolina. Reference is hereby made to the above mentioned plat for a complete metes and bounds description thereof.

T.M.S.# R20700-03-04

at and for the total purchase price of two hundred ten thousand one hundred twenty (\$210,120.00) Dollars, payable as follows: \$500.00, above acknowledged and the further payment of (\$209,620.00) Dollars, in cash or by certified or cashier's check at closing.

And the said Seller does hereby represent that Seller is the owner in fee simple of the said premises, and has a full and perfect right to grant and sell this option, and Seller covenants and agrees that upon compliance by the said Purchaser or Purchaser's heirs, successors or assigns, with the terms of this option, Seller will convey the subject property at closing to Purchaser, Kellum W. Allen or his heirs, successors or assigns, in fee simple by a proper statutory general warranty deed, free from any and all encumbrances except as herein agreed to be assumed by Purchaser.

Upon written notice being given by the Purchaser during the period of this option of the intention of Purchaser to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding sixty (60) days, to allow time for examination of title, and preparation of closing documents.



Kellum W. Allen (initials)

Ann Marie Watson (initials)

NAI 000790

The above described property shall be conveyed subject to applicable zoning ordinances and valid recorded easements, restrictions and covenants provided the foregoing do not make the title unmarketable or prohibit Purchaser from using the property for commercial and/or residential development.

All real property taxes, assessments, and rents (as and when collected) are to be prorated to date of completion of sale.

Seller shall pay for deed stamps, transfer tax, or other similar taxes or fees for recording based in whole or in part upon the consideration for or value of the Property.

This agreement constitutes the entire agreement between the parties and can only be changed by written agreement signed by the parties hereto.

WITNESS the execution hereof by Seller and Purchaser the day, month and year above written.
Signed, Sealed and Delivered in the Presence of:

Witness:

Seller:

Ann Marie Watson

Witness:



Purchaser:



Kellum W. Allen



Kellum W. Allen (initials)

Ann Marie Watson (initials)

NAI 000791

EXHIBIT P

From: Ann Marie watson <a.mwatson@hotmail.com>
Sent: Monday, August 15, 2022 11:30 AM
To: Kellum Allen <kellumallen@gmail.com>
Subject: Re: Re:

Will be today on the way to school pick up. 1st day back to school. Go team!

From: Kellum Allen <kellumallen@gmail.com>
Sent: Monday, August 15, 2022 11:13 AM
To: Ann Marie watson <a.mwatson@hotmail.com>
Subject: Re:

Hey

It's okay. The Courthouse records indicate Jim relinquished timber rights some years later.

So, we're still good.

Let me know when you mail the paperwork.

Thanks.

Kellum

On Aug 15, 2022, at 10:34 AM, Ann Marie watson <a.mwatson@hotmail.com> wrote:

You are just going to have to overlook my stupidity. Thank you in advance. I forgot I had copy of the deed in my safe. I have not mailed your offer yet.

Look over this and make sure it doesn't change anything, specifically the timber rights. I see they ARE assigned to daddy until his death. Did you want to include a sentence about that in your offer?

Thanks,

Ann Marie Mullis Watson

<IMG_7534.jpg>

EXHIBIT Q

Archived: Tuesday, August 6, 2024 12:03:16 PM
From:
To:
Subject: RE: Portia Road Tract
Sensitivity: Normal

Great work. Can you please send me an executed copy? Thank you. Ben.

Ben Kelly, CCIM

Principal | Executive Committee Member

NAI Columbia

Direct 803.744.9830

Cell 803.530.7900

bkelly@naicolumbia.com

From: Kellum Allen <kellumallen@gmail.com>
Sent: Thursday, August 18, 2022 10:11 AM
To: Ben Kelly <bkelly@naicolumbia.com>
Subject: Re: Portia Road Tract

Ben - I received Ann Marie's signed option contract yesterday. Thanks. Kellum

Sent from my iPhone

EXHIBIT R

Kellum Allen

Cancel



All

Mail

People

Files

1 Filter

Has Attachments

wondering where we go to...

AM

Ann Marie watson 2/10/23

Re: layout 3 Sent

You know what else? I just noticed it's Mungo home...

AM

Ann Marie watson 2/10/23

(no subject) Sent

Doesn't have to be a hard copy. You can take a pic a...

AM

Ann Marie watson 2/9/23

Re: Blythewood 2 Sent

Morning! Jeff and everyone else have seen...

AM

Ann Marie watson 12/7/22

(no subject) Sent

Hi. Our contract is up now isn't it? Thanks, Ann Mari...

AM

Ann Marie wats... 11/19/22

AM

You
To Kellum Allen

Feb 9, 2023

...

Morning!

Jeff and everyone else have seen them markers surveys etc. to the property being sold. He mentioned to me in passing that you had showed him a plan for development of the property. I asked him to share it with me. He's emailed you checking with you to make sure that's OK with you.

I would like to see that plan please.

Thanks,

Ann Marie Mullis Watson

...



Reply to All



Mail



Calendar



Channels



Apps



All Mail People F

1 Filter Has Attachments

AM Ann Marie wa... 7/29/23
(no subject) Sent
As I have received no response from you reg...

AM Ann Marie wa... 2/15/23
(no subject) Sent
No, I'm not bluffing. I will not do it. Thanks, Ann...

AM Ann Marie wa... 2/15/23
(no subject) Sent
Hello. You may be wondering where we g...

AM Ann Marie wa... 2/10/23
Re: layout 3 Sent
You know what else? I just noticed it's Mungo...

AM Ann Marie wa... 2/10/23
(no subject) Sent
Doesn't have to be a hard copy. You can tak...

AM Ann Marie wat... 2/9/23
Re: Blythewood 2 Sent
Morning! Jeff and everyone else have se...

AM Ann Marie wa... 12/7/22
(no subject) Sent

Ann Marie

Here you go.

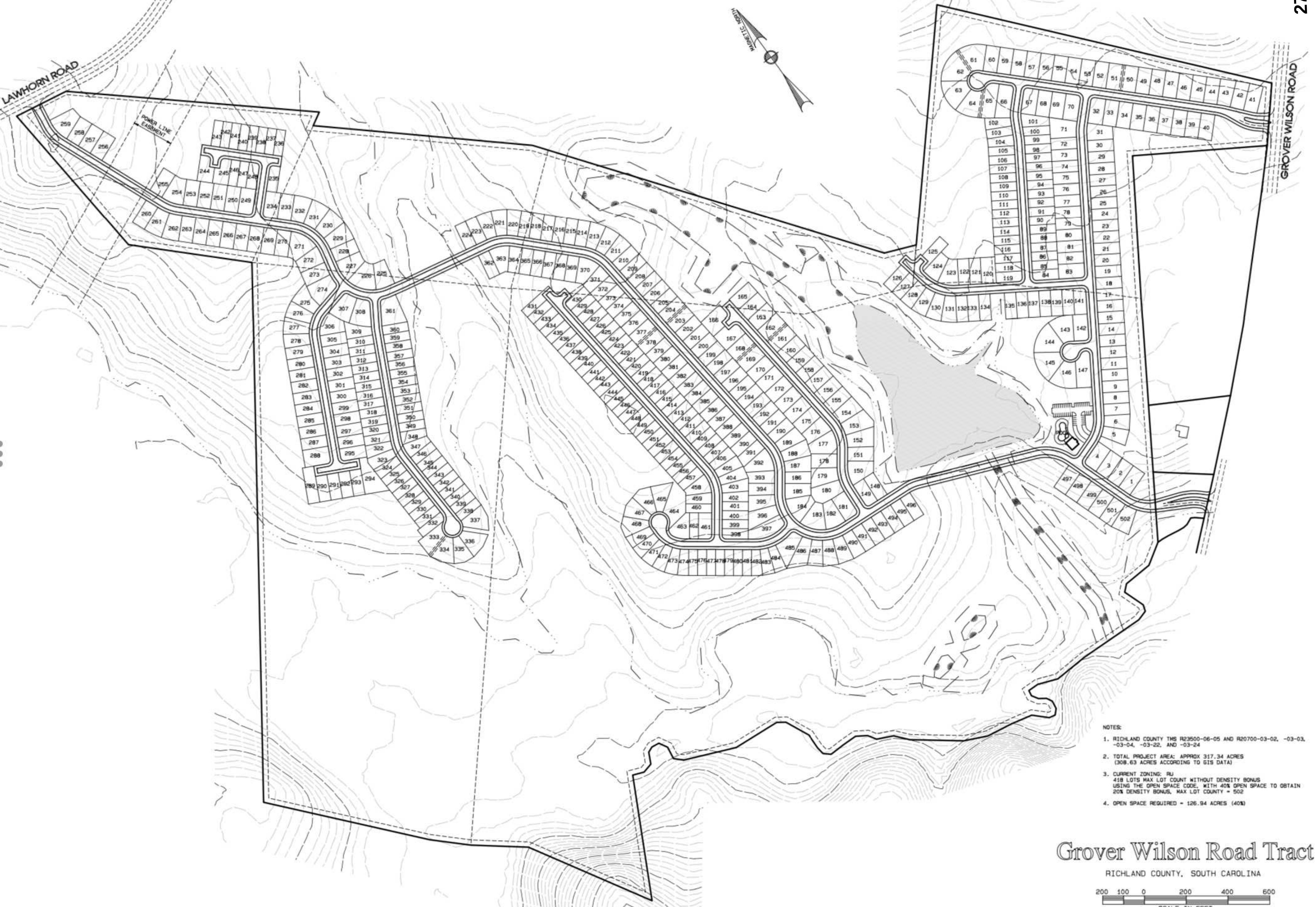
Thanks.

Kellum

Begin forwarded message:

...

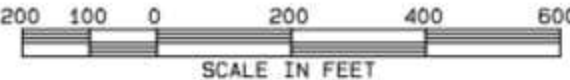
ELECTRONICALLY FILED - 2024 Sep 06 9:51 AM - RICHLAND - COMMON PLEAS - CASE#2024CP4000827



- NOTES:
1. RICHLAND COUNTY TMS R23500-06-05 AND R20700-03-02, -03-03, -03-04, -03-22, AND -03-24
 2. TOTAL PROJECT AREA: APPROX 317.34 ACRES (308.63 ACRES ACCORDING TO GIS DATA)
 3. CURRENT ZONING: RU
418 LOTS MAX LOT COUNT WITHOUT DENSITY BONUS
USING THE OPEN SPACE CODE, WITH 40% OPEN SPACE TO OBTAIN
20% DENSITY BONUS, MAX LOT COUNT = 502
 4. OPEN SPACE REQUIRED = 126.94 ACRES (40%)

Grover Wilson Road Tract

RICHLAND COUNTY, SOUTH CAROLINA



Kellum Alle Cancel



All

Mail

People

F

1 Filter

Has Attachments

AM

Ann Marie wa... 7/29/23
(no subject) Sent

As I have received no response from you reg...

AM

Ann Marie wa... 2/15/23
(no subject) Sent

No, I'm not bluffing. I will not do it. Thanks, Ann...

AM

Ann Marie wa... 2/15/23
(no subject) Sent

Hello. You may be wondering where we g...

AM

Ann Marie wa... 2/10/23
Re: layout 3 Sent

You know what else? I just noticed it's Mungo...

AM

Ann Marie wa... 2/10/23
(no subject) Sent

Doesn't have to be a hard copy. You can tak...

AM

Ann Marie wat... 2/9/23
Re: Blythewood 2 Sent

Morning! Jeff and everyone else have se...



Ann Marie wa... 12/7/22
(no subject) Sent

AM

You
To Kellum Allen

Feb 10, 2023



Thats an ass load of houses Kellum. Can't you jam in some more somewhere? Maybe make some townhomes? Turn them in to tiny homes! Hell, you can put a trailer lot in the middle, then folks can have the relatives come and live there too on wheels..come and go like snowbirds. it's also good that they're crammed up right on each other's boundary lines. You wouldn't want anyone to have a sense of privacy would you? Did you draw that plan or did the developer that you're trying to find draw that plan?

I am not seeing room for equestrian supported activities. I am not seeing any notice of a cemetery



Reply to All

278



Mail



Calendar



Channels



Apps

ELECTRONICALLY FILED - 2024 Sep 06 9:51 AM - RICHLAND - COMMON PLEAS - CASE#2024CP4000827

All Mail People F

1 Filter Has Attachments

AM Ann Marie wa... 7/29/23
(no subject) Sent

As I have received no response from you reg...

AM Ann Marie wa... 2/15/23
(no subject) Sent

No, I'm not bluffing. I will not do it. Thanks, Ann...

AM Ann Marie wa... 2/15/23
(no subject) Sent

Hello. You may be wondering where we g...

AM Ann Marie wa... 2/10/23
Re: layout 3 Sent

You know what else? I just noticed it's Mungo...

AM Ann Marie wa... 2/10/23
(no subject) Sent

Doesn't have to be a hard copy. You can tak...

AM Ann Marie wat... 2/9/23
Re: Blythewood 2 Sent

Morning! Jeff and everyone else have se...

AM Ann Marie wa... 12/7/22
(no subject) Sent



I am not seeing room for equestrian supported activities. I am not seeing any notice of a cemetery that needs to be protected. I am thinking respectfully that you're trying to bullshit me, sir. If you don't have any pearls to clutch, I'll mail you some... Amazon can get them to you in two days if you use prime delivery options. I don't know Jane's wardrobe, but she certainly seems like the kind of girl that would have pearls on hand.

Maybe you could use hers:

Now this is the third time I've observed you in a little misrepresentation of the truth to me. (I do pay attention.) I don't like it. I don't like it at all. Please make note to yourself that I don't like it. I'm not my mother. I am not going to quietly sit by while you do what the heck you want to, (legally of course).

If you would like me to sign off on the sale of that property, then you would be behooved to create the things that you told me you were going to create.

Let's remember who is the gate keeper here. Without my property, you have nothing to develop. I know that and you know that. Please act like it.

Warmest wishes!

Thanks,



Reply to All



Mail



Calendar



Channels



Apps

EXHIBIT S



Kellum Allen



Cancel



All

Mail

People

Files

1

Filter

Has Attachments

AM

Ann Marie watson 7/29/23

(no subject)

Sent

As I have received no response from you regard...

AM

Ann Marie watson 2/15/23

(no subject)

Sent

No, I'm not bluffing. I will not do it. Thanks, Ann Ma...

AM

Ann Marie watson 2/15/23

(no subject)

Sent

Hello. You may be wondering where we go f...

AM

Ann Marie watson 2/10/23

Re: layout

3

Sent

You know what else? I just noticed it's Mungo home...

**Ann Marie watson** 2/10/23

(no subject)

Sent

AM

You

To Kellum Allen

Feb 15

...

Hello.

You may be wondering where we go from here. I'm waiting on a new drawing from you indicating a protected cemetery and lot sizes that do not detract from the value of the surrounding properties and some sort of equestrian amenities. I will not participate otherwise.

I completely understand that I signed and accepted your money. If you are going to hold me to the letter of the law, please know that you will have to sue me if you don't rectify this. I will not participate in this level of rape of our ANCESTORS LEGACY. It's kind of like burying hazardous waste and screwing up the land values and health of the people remaining living in the area. You see the analogy don't you? Y'all are something else.

Let me know if I need to lawyer up.

Ann Marie Mullis Watson



Reply to All

281

ELECTRONICALLY FILED - 2024 Sep 06 9:51 AM - RICHLAND - COMMON PLEAS - CASE#2024CP4000827



Mail



Calendar



Channels



Apps

EXHIBIT T

JPG - 3.4 MB

How old are you?

Good LORD!