



**SPECIAL CALLED MEETING MINUTES**  
**August 19, 2015 – 1:10 p.m.**

**Commission Members in attendance**

James Christopher, Chairman  
John Dean, Vice Chairman  
Stuart Hope, Treasurer  
Peter Mayers, Secretary  
Bruce Cole, CPA  
Russell Goudelock, Esquire (departed prior to voting)  
Joel McCreary, AIA  
Don Purcell  
Mike Kelly, Esquire

**Richland County Staff in attendance**

Chris Eversmann, PE, AAE, Airport Director

**Visitors in attendance**

Michael Bedenbaugh, Palmetto Trust for Historic Preservation  
Jim Brennan, Hangar Preservation Development, LLC  
Will Brennan, Hangar Preservation Development, LLC  
Robert Lewis, Esquire, Hangar Preservation Development, LLC  
Scott Linaberry, Hangar Preservation Development, LLC

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Encl: (1) Draft Contract for the sale and purchase of real estate (undated)

**Welcome and Call to Order** – **Chairman Christopher** called the meeting to order in the Large Conference Room and announced a quorum in attendance.

**Report of Items for Executive Session** – **Mr Eversmann** noted that there was an item of a contractual nature to be discussed in Executive Session.

**Executive Session** – On a motion by **Chairman Christopher**, the Commission voted to enter Executive Session to discuss a matter contractual in nature. The Executive Session was called to

**Richland County Airport Commission**  
Jim Hamilton – LB Owens Airport (CUB)  
Columbia, South Carolina

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order at 1:12 p.m. The Executive Session adjourned at 2:20 p.m. No votes were taken or business transacted while the Commission was in Executive session.

**Motion regarding recommendation for the sale of the Curtiss-Wright Hangar (CWH)** – The following motion was offered by **Commissioner Cole**, “I move that the Richland County Airport Commission recommend to the Richland County Council approval of the Contract for Sale and Purchase of Real Estate for the sale of the Curtiss-Wright Hangar (contained in the enclosure) on the condition that the supporting Historic Preservation Easement can be successfully negotiated to the satisfaction of Airport staff in consultation with the Airport Commission and subject to review by the County Legal and Administration staff.” It was seconded by **Commissioner Purcell**. **Commissioner McCreary** recused himself from voting because of other business activities involving the potential buyers. The motion passed unanimously by voting members present.

**Adjournment** – The meeting adjourned at 2:22 p.m.

## CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made and entered into as of the July day of August, 2015, by and between **Richland County Government** (hereinafter referred to as "Seller") and **Hangar Preservation Development, LLC** ("HPD") (hereinafter referred to as "Purchaser"). The "Effective Date" of this Contract shall be the date this Contract has been fully executed by both parties.

### WITNESSETH:

**THAT FOR** and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the terms and conditions hereinafter set forth:

1. **Description of Property.** The real property which is subject to this Contract consists of approximately 2.29 acres with ~~13,000~~ 12,000 +/- square feet of improvements, at the corner of Jim Hamilton Boulevard and Airport Road in Columbia, South Carolina. Identified as a portion of the Richland County Tax Map Number R13702-09-01A (hereinafter referred to as the "Property"). (See Exhibit A)

2. **Purchase Price.** The Purchase Price for the fee simple estate shall be **One Hundred and Seventy-Six Thousand 0/100 (\$176,000) Dollars** and shall be paid by the Purchaser as follows: **Five Thousand Dollars 0/100 (\$5,000.00)** in Earnest Money down payment (the "Earnest Money"), which shall be paid by Buyer immediately upon the full execution of this Contract by both parties, to be held by an escrow agent chosen by seller ("Escrow Agent") until the purchase is closed, at which time the Earnest Money, along with any interest accrued, will be credited to Buyer. The balance of the purchase price is to be paid in cash at closing.

3. **Purchaser's Rights Prior to Closing - Inspection Period.**

- (a) For a period not to exceed 60 days from the Effective Date (such period being herein referred to as the "Inspection Period"), the Purchaser, its authorized agents and employees, as well as others authorized by the Purchaser, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, topographical, geological, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the "Investigations") as the Purchaser deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property.
- (b) Upon request, the Seller shall grant the HPD an additional 30 days for inspection subject to Seller's satisfaction that Purchaser's due diligence is demonstrating reasonable and sufficient progress, including the following: satisfactory progress or results regarding environmental surveys, financing, construction estimates and requirements for restoration.
- (c) At any time prior to the expiration of the Inspection Period, the Purchaser shall have the right to terminate this Contract if the Purchaser determines that the Property is not suitable for Purchaser's intended purposes. If the Purchaser elects to terminate pursuant to this paragraph, it shall give written notice of such termination to the Seller and to the Escrow Agent prior to the expiration of the Inspection Period. Upon such termination, Purchaser shall deliver to Seller copies of all third party reports obtained by Purchaser as a consequence of the Investigations. Additionally, upon such termination, the

Escrow Agent shall return the Earnest Money to the Purchaser, and neither party shall have any further rights or obligations hereunder except for any obligations of the Purchaser under subparagraph "(a)" next-above.

4. **Closing.** The Closing of the transaction herein provided shall be held on or before the expiration of the Inspection Period or as shortly thereafter as possible, or as may be extended for no more than Sixty (60) days. At Closing, Seller shall deliver to Purchaser the following:

- (a) Satisfactory evidence of the authority of the persons executing the conveyance documents to sign such documents and consummate the transaction on behalf of Seller.
- (b) A duly authorized and executed general warranty deed in recordable form conveying good and marketable title to Seller's to the Property.
- (c) A Certification that Seller is not a "foreign person" as such term is used in Section 1445 of the Internal Revenue Code.
- (d) A seller's income tax withholding affidavit, as required by South Carolina law.
- (e) All other documents, which may be reasonably required by the Purchaser's title company to insure Purchaser of good and marketable title to the Property, subject to all title exceptions, permitted pursuant to this Contract.

5. **Title.** The Purchaser's obligations hereunder shall be conditioned upon the Seller's delivery of a good insurable and marketable fee simple title to the Property by general warranty deed, free and clear of all liens, encumbrances and conditions, which in the reasonable discretion of the title insurance company which is issuing a title insurance policy on the Property for the Purchaser and Purchaser's lender, if any, would make the title uninsurable and in the Purchaser's reasonable discretion would make the title unmarketable.

6. **Survey.** Prior to the expiration of the initial Inspection Period, the Purchaser shall have a survey performed on the Property and reserves the right to object to any matters disclosed thereby. The survey shall indicate the boundary lines of the Property, the location of all improvements, easements, roadways and other rights-of-way, flood plain areas, any existing building setback lines, and any encroachments and other matters affecting the Property. The survey shall contain a legal description of the Property, the number of acres contained in the Property calculated to the nearest 1/100th of an acre and a certificate in standard form addressed to the Purchaser and signed and sealed by the surveyor.

7. **Title Examination.** Prior to the end of the Inspection Period, Purchaser shall deliver to Seller a written statement of objections, if any, to the survey and Seller's title to the Property, and if Seller elects to attempt to cure or remove the same Seller shall have (10) days prior to closing in which to do so, time being of the essence. In the event Seller fails or refuses to cure or remove said objections within said period (or within such longer period as may be approved by Purchaser in writing), this Contract, at the sole option of Purchaser by written notice delivered to Seller at or before closing, shall terminate and be of no further force and effect. In such event, the Earnest Money shall be returned to Purchaser immediately and no party hereto shall have any further rights, remedies, liabilities or obligations hereunder.

8. **Seller's Information.** Within 10 days of the Effective Date, Seller shall deliver to Purchaser copies of property tax bills, insurance policies and premium notices, environmental studies, title insurance policies, surveys and other due diligence information pertaining to the Property to the extent such information is in Seller's possession.

9. **Seller's Representations and Warranties.** Seller makes the following representations and warranties to Purchaser:

- (a) Seller has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations under this Contract has been or on the Closing Date will have been taken.
- (b) The Property has direct access to public streets and utilities necessary for the anticipated operation of the Property and, to the best knowledge of Seller, no fact or condition exists that would result in the termination of access to and from the Property or the cessation of utilities necessary for the anticipated operation of the Property.
- (c) Seller has not received written notice from any governmental or quasi- governmental agency requiring it to correct any condition with respect to the Property, or any part thereof, by reason of a violation of any governmental requirement or otherwise that has not been corrected.
- (d) Seller has not received written notice of, and has no other actual knowledge or information of, any pending or contemplated condemnation action or litigation with respect to the Property, or any part thereof.

10. **Default and Remedies.** In the event that the terms and conditions of this Contract have been satisfied and Purchaser does not purchase the Property in accordance with the requirements of this Contract within the time limits herein set forth, Seller, as Seller's sole and exclusive remedy, may declare this Contract cancelled in which event the Earnest Money shall be paid to the Seller as full liquidated damages and not as a penalty, it being agreed that the Seller's damages would be difficult or impossible to ascertain. In the event of Seller's breach of any of its obligations hereunder, Purchaser shall have the rights and options as Purchaser's sole and exclusive remedies to either (a) immediately terminate this Contract upon written notice to the Seller and receive back the full amount of the Earnest Money and upon return of same the parties hereto shall have no further rights and obligations or liabilities to each other hereunder or (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Contract, and to recover all costs and expenses, including reasonable attorneys fees incurred by Purchaser in such action.

11. **Closing Costs.** Seller shall pay the cost of transfer tax on the deed, the expense of preparation of the deed and the fees of Seller's attorney. The Purchaser shall pay the premium for the owner's title insurance policy to be issued to the Purchaser, the grantee's cost of recordation of the deed, the costs incurred by the Purchaser in connection with its Investigations of the Property and the fees of Purchaser's attorneys.

12. **Prorations and Adjustments.** The following prorations and adjustments shall be made at Closing, all ad valorem real property taxes for the year in which the Closing occurs shall be prorated between the parties as of the date of Closing on a year basis. If the taxes cannot be accurately determined at the time of Closing, the prorations shall be based on the most reliable information available with respect to the current year's anticipated tax bill.

13. **Delivery of Deed and Application of Earnest Money.** Upon receipt of the Purchase Price at

the time of Closing and at such time as Purchaser's attorney (the "Closing Attorney") is in a position to disburse the same in accordance with the signed closing statement, the Closing Attorney shall be authorized to cause the final title update to be conducted and the deed recorded, at which time all disbursements provided for on the closing statement, including the net proceeds payable to the Seller, shall be made immediately. The Earnest Money shall be delivered to the Seller and applied against the Purchase Price.

14. **Condition to Closing.** The obligation of Seller hereunder to sell the Property to Purchaser is contingent upon the items listed hereinbelow. If such conditions are not satisfied, the Purchaser or Seller shall have the right to terminate this Contract, whereupon the Earnest Money shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder except for Purchaser's indemnity obligations relating to its Investigations.

~~(a) Richland County, at its discretion, may reserve a Historic Preservation Easement, by deed restriction, or in the alternative, may donate a Historic Preservation Easement to a qualified entity to ensure appropriate safeguards, protections, and other remedies regarding proper historic preservation of the structure. Richland County shall pay all fees associated with the preparation and execution of said Historic Preservation Easement. HPD agrees to perform a proper historic preservation of the structure according to the standards and guidelines of the U.S. Department of Interior/National Park Service and the South Carolina Department of Archives and History.~~

~~(b) Richland County will have the right of first refusal regarding any future sale or other transfer of the CWH site subsequent to HPD; and,~~

~~a. The sales price should be the greater of the fair market appraised value or the contract price.~~

(a) Richland County, at its discretion, may grant or donate, as set forth in the documents attached as Exhibit B or by other documents substituted for similar purpose, a Historic Preservation Easement, to a qualified entity, or in the alternative by granting of a deed subject to restrictions, to ensure appropriate safeguards, protections and other remedies regarding historic preservation of the structure. Richland County shall pay all fees associated with the preparation and execution of such action. These documents shall provide that HPD shall perform a proper historic preservation of the structure according to the standards and guidelines of the United States Department of Interior / National Park Service and the South Carolina Department of Archives and History.

(b) Richland County will have the right of first refusal regarding any future sale or other transfer of the CWH property subsequent to HPD under the following conditions:

(i) No or marginal improvements to the site – At the purchase price identified in paragraph 2. of this agreement; or

(ii) With improvements to the site – At the appraised value at the time of the proposed sale or the purchase price identified in paragraph 2. of this agreement, whichever is greater.

(c) All documents, artifacts and historical memorabilia that are owned and/or in possession to the Seller and relate to or are part of the historical documentation of the Curtiss Wright Hangar, be included as part of the property purchase or as a long-term

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loan between the Purchaser and Seller of such documents, artifacts and historical memorabilia.

- (d) HPD agrees to comply with all Richland County and the City of Columbia ordinances to include zoning, signage, parking and usage.
- (e) The Purchaser shall grant an aviation easement to the Seller and agrees to comply with Federal Aviation Administration (FAA) regulations to include, but not limited to, air space rights and regulations and a secured fence between Jim Hamilton-L.B. Owens Airport, ~~Downtown~~ and the Property.
- (f) The Seller shall obtain a Property Release from the Federal Aviation Administration (FAA) prior to the sale of the property. Sale of the property is conditional upon the FAA granting a land release.
- (g) The Purchaser shall assume the cost of relocation of the airport perimeter security fence. The new fence shall conform to the existing perimeter fence standard and the airport's secure perimeter shall not be compromised during its construction. Plans and specifications for the fence construction shall be reviewed and approved by the Seller and the fence shall be the property of the Seller.
- (h) No "through the fence" operation or direct access to the airport shall be permitted now, nor in the future.
- (i) HPD agrees to maintain ongoing input and consultation with the Richland County Airport Commission.
- (j) All environmental mitigation costs shall be borne by HPD.

~~(k) The County agrees to provide public water and sewer connection to the property improvements and electrical service connection to the property improvements prior to closing or within 60 days after the closing has occurred.~~

~~(l) The County agrees to provide a curb cut along Jim Hamilton Blvd. near the northeast border of the property and pay all costs associated with the curb cut. This shall be done prior to closing or within 60 days after the closing has occurred.~~

15. **Brokerage.** It is understood that no brokerage fees will be paid by the seller.

16. **Notices.** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice, (iii) if delivered by courier or express mail service, telegram, facsimile or mailgram where the sender provides or retains evidence of the date of delivery, as of the date of such delivery; (iv) if by facsimile, when the message is received in the office of the addressee, provided that a hard copy referencing the date of facsimile delivery is sent the same day by one of the other methods of delivery set forth above.

To Seller: Tony McDonald County Administrator  
Richland County Government

2020 Hampton Street  
Fourth Floor, Suite 4036  
Columbia, SC 29204-1002

To Purchaser: Hangar Preservation Development, LLC  
Attn: Christian L. Rogers & Robert B. Lewis  
1330 Lady Street, Suite 400  
Columbia, SC 29201

To Escrow Agent: ~~TBD~~  
Alan E. Fulmer, Jr.  
Attorney at Law  
Post Office Box 1548  
Columbia, SC 29202  
AFulmer@bellsouth.net

17. **Governing Law.** This Contract shall be governed, interpreted and construed under the laws of the State of South Carolina.

18. **Assignment.** If either party assigns its rights hereunder, it will nevertheless remain liable for the performance of its obligations hereunder.

19. **Time of the Essence.** Time is of the essence in the performance of the terms and conditions of this Contract.

20. **Risk of Loss.** Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof .

21. **Escrow Agent.** Purchaser and Seller, jointly and severally, agree to indemnify and hold the Escrow Agent harmless against any and all claims or demands which may be incurred by Escrow Agent in connection with its duties as the Escrow Agent hereunder and which are not attributable to the willful default or gross negligence of the Escrow Agent and any and all actions, suits and proceedings in connection with any such claim or demand and any and all loss, cost, damage, liability and expense incurred by Escrow Agent in connection therewith including attorneys' fees and other costs of litigation.

Escrow Agent shall not incur any liability with respect to any action taken or omitted in reliance upon any instrument, not only as to its due execution, or the identity or authority of any person executing such instrument, its validity and effectiveness, but also as to the truth and accuracy of any information contained therein which Escrow Agent shall in good faith believe to be genuine, to have been signed by a proper person or persons, and to conform to the provisions of this Agreement.

22. **Contingencies.** The closing pursuant to this Agreement is contingent upon satisfactory discovery of the below. During the appropriated due diligence period, if the Purchaser or Seller is not satisfied with the below findings, the Purchaser may terminate this Agreement by notice to the Seller. If this Agreement is terminated by reason of this Section and by reason not due to a breach or default by Purchaser on this Agreement, the Earnest Money shall be promptly paid to Purchaser.

(a) HPD's ability to secure financing for the entirety of the project



- (b) Satisfactory restoration requirements
- (c) Satisfactory construction estimates
- (d) Satisfactory environmental reports
- (e) Approval of architectural review
- (f) Satisfactory zoning and deed status

23. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Contract may not be changed orally but only by an agreement in writing signed by both the Purchaser and the Seller. No waiver of any of the provisions to this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the dates set forth below.

**IN THE PRESENCE OF:**

**Richland County, South Carolina**

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

**Hangar Preservation Development, LLC**

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

**EXHIBIT A**  
**SITE SURVEY**

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Exhibit B

Historic Preservation Documents

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