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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

The Honorable Freank R. Addy, Circuit Court Judge

Appellate Case No. 2021-001400
Case No. 2012-CP-24-00576

IOS, LLC,.....Appellant-Respondent,

v.

Lander University,Respondent-Appellant.

SUPPLEMENTAL RECORD ON APPEAL

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**SUPPLEMENTAL RECORD ON APPEAL
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Certificate of Counsel for Supplemental Record on Appeal



founded in 1872

LANDER UNIVERSITY

Office of the Vice President for Business and Administration



July 31, 2009

Lisa Catalanotto
Attorney, Real Property Management
SC Budget and Control Board
General Services Division
1201 Main Street, Suite 420
Columbia, SC 29201

Lisa,

Lander University respectfully requests the approval to lease the Inn on the Square for use as student housing. We are currently projecting a shortage of 100 beds. The Inn on the Square located in the heart of recently rejuvenated downtown Greenwood makes available 102 beds with additional meeting space for students as well as for other university needs. The city is fully supportive of this venture.

1. Lease will run from August 15, 2009 through June 15, 2010.
2. This lease will include the entire facility.
3. The lease amount stands at \$31,000 per month to equal \$310,000 which translates into \$21.53 per room night.
4. Student housing fees for this residence will be \$1,975 per semester, totaling \$395,000 with occupancy at 100.
5. The projected difference of \$85,000 will be used on utilities, custodial, security and additional housing presence.
6. We have spoken with CHE and we hope for approval at the August 5th board meeting.

Additional general terms include:

1. Lander Univeristy will pay all utilities
2. Lander Univeristy will provide custodial
3. Inn on the Square will provide maintenance and landscaping
4. All furniture, fixtures and equipment on the first floor will remain. An exception will be office supplies and equipment currently in use.
5. Furniture on floors 2 and 3 will be negotiated during a walk through.
6. Inn on the Square will be responsible for storing all furniture necessary to be removed from the building

320 Stanley Avenue • Greenwood, SC 29649 • (864) 388-8305 • Fax (864) 388-8056 • www.lander.edu

12-0023 IOS 0306

7. Lander University will have sole use of the parking lot.
8. The bar will be closed prior to August 15, 2009
9. Events currently scheduled through August 29, 2009 will remain the responsibility of the Inn on the Square.
10. After August 29, 2009, all events will be managed by Lander University.
11. Lander University would entertain the option to purchase this hotel.

Properties considered and either visited or contacted:

- 1 Greenwood Hotel
 - a. While affordable in close to campus the condition was unacceptable and the potential occupancy was only 40 students.
- 2 Extended Stay
 - a. The condition was very poor and was in ownership transition. A proposal was requested but none was provided.
- 3 Days Inn
 - a. The layout was good from a security perspective, the size was adequate, but the rates created a significant loss to Lander. There was no meeting space for students staying in that facility. In addition, the owners wished to keep the hotel status, therefore our students would be sharing with regular hotel customers.
- 4 Economy Inn
 - a. The price was unacceptable with no willingness to negotiate on their part. The exterior doors to the rooms created a more difficult security environment. They operated a lounge that would continue to be operated. They would maintain their hotel status for their regular customers, mostly by the week construction workers.
- 5 Holiday Inn Express
 - a. Price was not acceptable
- 6 Fairmont Inn
 - a. Price was not acceptable
- 7 Hampton Inn
 - a. Price was not acceptable
- 8 Cokesbury Garden Apartments
 - a. This apartment complex had the vacancy to handle our overflow and is located close to campus and the new RWS facility. The owners currently operate under HUD Section 236 and were denied the ability to lease to Lander.
- 9 Greenwood High Apartments
 - a. Not enough vacancies
- 10 University Commons Apartments
 - a. Not enough vacancies and prices were not acceptable.

12-0023 IOS 0307

The floor plans and square footage of the facility will be forthcoming. Let me know if you need additional information and thank you for helping us through the 'nice' problem.

Thank you,

Diane Newton
Vice President for Business and Administration

Copy:
Gary Glenn, CHE
John Huffman, Inn on the Square

12-0023 IOS 0308

ROA_0906

Huffman, John



From: Misty Huffman [mrhuff68@aol.com]
Sent: Sunday, March 31, 2013 7:52 PM
To: Wes Huffman
Subject: Fwd: progress at the Inn

Sent from my iPad

Begin forwarded message:

From: Diane Newton <dnewton@lander.edu>
Date: August 4, 2009, 6:09:44 PM EDT
To: "misty@innonthesquaresc.com" <misty@innonthesquaresc.com>
Subject: progress at the Inn

We are working on the parking issue with the city. I feel confident we'll work that out. Lisa is still working on the reserve issue. She's not crazy about Lander having to pay, I ran by her the option of reducing the purchase price by whatever we have to spend for major repairs, she wasn't fond of that either. My latest thought was something similar to a home warranty, I haven't heard back.

I go to Columbia tomorrow for approval. I am assuming your mortgage holders are all on board with this.

Diane Newton
Vice President for Business and Administration
Lander University
320 Stanley Ave.
Greenwood, SC 29649
864-388-8305
864-388-8056 fax
dnewton@lander.edu



Catalanotto, Lisa

From: Diane Newton [dnewton@lander.edu]
Sent: Monday, August 10, 2009 1:58 PM
To: Catalanotto, Lisa
Cc: Randy Bouknight; Kenny Poston
Subject: Re: Another Question

We'll clean and ready the bldg.

Sent from my iPhone

On Aug 10, 2009, at 1:10 PM, "Catalanotto, Lisa"
<lcatalanotto@gs.sc.gov<mailto:lcatalanotto@gs.sc.gov>> wrote:

Will Landlord be responsible for any renovations to the building (painting, carpet cleaning, etc.)?

Lisa H. Catalanotto
Program Manager/Attorney
South Carolina Budget and Control Board
General Services Division
Real Property Services
1201 Main Street, Suite 420
Columbia, SC 29201
Phone: (803) 737-0008
Fax: (803) 737-0689
e-mail: <mailto:lcatalanotto@gs.sc.gov>
lcatalanotto@gs.sc.gov<mailto:lcatalanotto@gs.sc.gov>



Shawver, Charles

From: Routh, Carol
Sent: Tuesday, January 12, 2010 2:03 PM
To: Shawver, Charles
Subject: Lander Inn on the Square Acquisition

Tom Covar and Jeff Beaver called me last week on the possibility of getting this acquisition on the Board's agenda for February, based on Diane's parting request. I told them, as they had only ordered the building condition assessment, that it was virtually impossible to get this to the February meetings. They understood and Tom called this morning and asked for a timeline on what it would take to get this approved, as the seller is pushing them. Their attorney thought something in writing from someone other than the College would help and they plan to tell the seller they will have to negotiate to lease further as the sale can't take place on the seller's time schedule. I did the timeline liberally to help Tom in their negotiations with the seller. FYI

1/12/2010

ROA_0909

From: Leonard R. Jordan Jr. <LJordan@BQSLaw.com>
To: jhuffman46@aol.com
Subject: FW: IOS
Date: Mon, Feb 22, 2010 9:14 am



B&S Leonard R. Jordan, Jr.
Berry Quackenbush & Stuart, P.A.
1122 Lady St., 5th Floor (29201)
P.O. Box 394
Columbia, SC 29202
Telephone 803-779-2650
Direct Dial 803-255-0650
Facsimile 803 255-0179
E-mail ljordan@bqslaw.com
www.bqslaw.com

From: Doug Bell [<mailto:dbell@mcdonaldpatrick.com>]
Sent: Monday, January 25, 2010 10:29 AM
To: Leonard R. Jordan Jr.
Subject: IOS

Leonard,

I appreciate you taking the time to discuss the status of the lease and prospective purchase of the Inn On The Square building. Lander elected to renew the Lease in accordance with its renewal option provisions. We will need a formal reply from your client and its primary lender as to the lease renewal on or before February 15, 2010, in order that Lander will have sufficient time to make housing arrangements for the 2010-2011 school year. I am available to discuss at your convenience.

Thank you.
Douglas L. Bell, Esquire
McDonald Patrick Law Firm
P.O. Box 1547
414 Main Street (29646)
Greenwood, SC 29648
(864) 229-2511
(864) 229-5327 (fax)
dbell@mcdonaldpatrick.com

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<<<<Berry, Quackenbush & Stuart P.A.>>>>

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RE: Inn on the Square

Page 1 of 3



From: Leonard R. Jordan Jr. <LJordan@BQSLaw.com>
To: Doug Bell <dbell@mcdonaldpatrick.com>
Cc: jhuffman46@aol.com
Subject: RE: Inn on the Square
Date: Tue, Feb 16, 2010 3:34 pm

2/16/10

Doug, I again request confirmation that the Lease has been extended for one year.

Thank you.

Leonard



Leonard R. Jordan, Jr.
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E-mail ljordan@bqslaw.com
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From: Doug Bell [<mailto:dbell@mcdonaldpatrick.com>]
Sent: Sunday, February 14, 2010 3:23 PM
To: Leonard R. Jordan Jr.
Subject: Re: Inn on the Square

Leonard,

I am trying to get updated information regarding the appraisal

----- Original Message -----

From: Leonard R. Jordan Jr.
To: Doug Bell
Cc: jhuffman46@aol.com
Sent: Friday, February 12, 2010 12:51 PM
Subject: RE: Inn on the Square

2/12/10

Doug, I trust that I need not be concerned about a 2/15/10 deadline. I nevertheless renew my request for confirmation regarding the extension of the Lease.

Leonard



Leonard R. Jordan, Jr.
Berry Quackenbush & Stuart, P.A.
1122 Lady St., 5th Floor (29201)
P.O. Box 394
Columbia, SC 29202

<http://webmail.aol.com/30746-111/aol-1/en-us/mail/PrintMessage.aspx>

2/16/2010

ROA_0911

Telephone 803-779-2650
Direct Dial 803-255-0650
Facsimile 803 255-0179
E-mail ljordan@bqslaw.com
www.bqslaw.com

From: Leonard R. Jordan Jr.
Sent: Thursday, February 11, 2010 12:42 PM
To: 'Doug Bell'
Cc: 'jhuffman46@aol.com'
Subject: RE: Inn on the Square

2/11/10

Doug, remind me what it is that you need to get accomplished by the 2/15/10 deadline.

Please confirm, in no uncertain terms, that Lander University has elected to extend the Lease for one year after June 14, 2010. If you have any signed documentation in that regard, please send it to me (as I recall, this was originally requested in late January):

Thank you.

Leonard



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Facsimile 803 255-0179
E-mail ljordan@bqslaw.com
www.bqslaw.com

From: Leonard R. Jordan Jr.
Sent: Tuesday, February 09, 2010 3:22 PM
To: 'Doug Bell'
Cc: jhuffman46@aol.com
Subject: Inn on the Square

2/9/10

Doug, what's the news on the appraisal? I understand you are working under a 2/15/10 deadline, and we want to cooperate in that regard; but, as we have discussed, we must have a contract of sale, or at least a generally acceptable offer from Lander, in hand before initiating talks with Business Carolina and others. I look forward to hearing from you as soon as possible.

Leonard



Leonard R. Jordan, Jr.
Berry Quackenbush & Stuart, P.A.

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INN ON THE SQUARE DAMAGES SUMMARY

Windows	\$75,000.00
Fire Hoses	\$8,000.00
Fire Detection System	\$66,000.00
Energy Lighting	\$44,000.00
Electricity & Water	\$10,000.00
Elevator repairs	\$35,000.00
Security system replacement	\$23,000.00
Pool replacement	\$68,000.00
Telephone system replacement/repairs	\$60,000.00
Kitchen repairs	\$2,500.00
HVAC and refrigeration repairs	\$70,000.00
Bedding replacement (\$17,000.00 for bed covers; \$13,000.00 for sheets, blankets, pillows and pillow cases)	\$30,000.00
14 Missing beds at \$500.00 each	\$7,000.00
14 New mattresses at \$500.00 each	\$7,000.00
Missing commercial dryer	\$12,000.00
2 missing washing machines at \$1,000.00 each	\$2,000.00
Missing commercial carpet shampoo machine	\$5,000.00
General maintenance (Ceiling tiles, broken desks/vanities, two commodes, broken tile)	\$2,500.00
48 Missing shower curtains at \$6.50 each	\$312.00
Repair water damage to dining room ceiling	\$5,000.00
Replace carpet in pub	\$5,000.00
Repair plumbing in pub	\$1,000.00
28 Missing lamps at \$50.00 each	\$1,400.00
3 Missing TVs at \$300.00 each	\$900.00
4 Missing armors at \$500.00 each	\$2,000.00
5 Missing desks at \$250.00 each	\$1,250.00
3 Missing desk chairs at \$200.00 each	\$600.00
24 Missing end tables at \$100.00 each	\$2,400.00
46 Missing Queen Ann chairs at \$250.00 each	\$11,500.00
4 Missing sleeper sofas at \$1,200.00 each	\$4,800.00
92 Missing pictures at \$50.00 each	\$4,600.00
2 Missing cutting boards at \$500.00 each	\$1,000.00
Missing food mixer	\$3,500.00
Missing dinnerware, bowls, glasses, utensils, etc.	\$5,000.00
Labor to move furniture and fixtures back to correct rooms	\$2,500.00
Building cleaning and carpet shampoo	\$5,000.00
Storage/Maintenance Room clean up	\$1,000.00
Ice Maker for Bar	\$4,500.00
	<hr/>
	\$590,262.00



INN ON THE SQUARE DAMAGES SUMMARY

Lost Equity – forced into foreclosure	\$300,000.00
Lost Profits (\$120,000.00 per year)	\$600,000.00
Total Damages to IOS	\$1,490,262.00

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IOS, LLC,.....Appellant-Respondent,

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Lander University,Respondent-Appellant.

CERTIFICATE OF COUNSEL FOR THE SUPPLEMENTAL RECORD ON APPEAL

The undersigned certifies that the Supplemental Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: s/James E. Smith, Jr.

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Columbia, South Carolina
December 21, 2022