



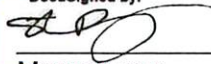
RESOLUTION NO.: R-2020-104

Authorizing the City Manager to execute an Encroachment License Agreement (NS #1276367) between the City of Columbia and Dominion South Carolina, Inc. for the Richtex, Phase II Pipeline Project on Peeples Street, Richland County TMS#09303-05-41

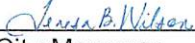
BE IT RESOLVED by the Mayor and City Council this 1st day of December, 2020, that the City Manager is authorized to execute the attached Encroachment License Agreement, or on a form approved by the City Attorney, between the City of Columbia and Dominion South Carolina, Inc. for installation of gas lines within the City's sanitary sewer easement for the Richtex, Phase II Pipeline Project on Peeples Street, Richland County TMS#09303-05-41, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy

DocuSigned by:

Mayor

Approved by:

DocuSigned by:

City Manager

Approved as to form:

DocuSigned by:

City Attorney

ATTEST:

DocuSigned by:

City Clerk

Introduced: 12/1/2020
Final Reading: 12/1/2020

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ENCROACHMENT AGREEMENT
FOR DOMINION ENERGY SOUTH CAROLINA, INC.
RICHTEX PHASE II PIPELINE PROJECT ON PEEPLES
STREET; RICHLAND COUNTY TMS#09303-05-41;
CF#250-516

The **CITY OF COLUMBIA**, hereinafter referred to as “the City” hereby consents for **DOMINION ENERGY SOUTH CAROLINA, INC.**, hereinafter referred to as “Dominion”, to use an area within the existing 15’ City of Columbia sanitary sewer easement (also hereinafter referred to as “City’s easement”) for a 12”, two 10” and three 6” gas mains and a gravel driveway extending across the said City sewer easement, described as follows:

- Richland County TMS#09303-05-41, n/f Dominion Energy South Carolina, Inc.; easement granted to the City of Columbia by Harold Miller, M.D., dated 10/16/1972 and recorded on 11/3/1972 in the office of the Register of Deeds for Richland County in Deed Book D261, page 81 and shown on record drawings on file in the office of the Department of Engineering under CF#31-107; and

The use of the City’s easement area by Dominion, pursuant to this consent, shall be for construction, operation and maintenance of a 12”, two 10” and three 6” gas mains and a gravel driveway extending across the said City’s easement. It is specifically understood that no buildings or other obstructions of any type will be permitted within or on the City’s easement.

The gas mains and gravel driveway shall encroach within the existing 15’ City of Columbia sanitary sewer easement along Richland County TMS#09303-05-41 as more clearly shown and delineated on a drawing for Dominion Energy, Richtex Phase II Pipeline, Project #7335-20-009, dated September 25, 2020 and being incorporated herein and made a part hereof as Exhibit “A”. Also being on file in the office of the Department of Engineering, City of Columbia, South Carolina under City file reference #250-516.

NOW, THEREFORE, in consideration of the sum of Five (\$5.00) Dollars and the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

The consent granted hereunder is subject to the following terms and conditions:

1. Dominion agrees to obtain all necessary rights from the owners of the lands on which the City’s easement is located prior to constructing the facilities described above.
2. Dominion agrees to use said area within the City’s easement in such a manner as will not interfere with the City’s facilities installed thereon.

Terms and Conditions (continued):

3. Dominion agrees that the use of the City's easement as herein provided shall in no way affect the validity of the City's easements and shall in no way modify or restrict the use or rights of the City, its successors and/or assigns, in and to the area to be used. Dominion acknowledges the City's right and title to said easement and the priority of the City's right to use said easement and hereby agrees not to resist or assail said priority.
4. The use of said area within said City's easement by Dominion shall be at the sole risk and expense of Dominion, and the City is specifically relieved of any responsibility for damage to said facilities of Dominion, resulting or occurring from the use of said City's easement by the City.
5. Notwithstanding anything contained herein, Dominion agrees to reimburse the City for all costs and expenses for any damage to the City's facilities resulting from the use by Dominion of said area within said City's easement upon presentation of a reasonably itemized bill from the City.
6. Dominion agrees to be on site during construction and maintenance activities by the City to insure that its facilities are properly protected until the City's work is complete at no cost to the City. The City shall provide Dominion a 72-hour notice of its desire to perform work in the easement encroachment area, except in an emergency situation.
7. Dominion agrees that should the construction, maintenance, operation or existence of the encroachments as described in this Agreement causes Dominion, now or in the future, to have to relocate or replace any portion of the City's existing sanitary sewer main, appurtenances or associated facilities, then such relocation or replacement shall be at the sole expense of Dominion. If such relocation or replacement will be for the benefit of Dominion, not required by the City's needs, and in response to a request by Dominion, the City may make such relocation or replacement but only at Dominion's sole expense. The City will be under no obligation to make any such requested relocation or replacement.
8. Dominion agrees to defend, indemnify and hold harmless the City from and against responsibility for any loss resulting from bodily injuries (including death), property damages, damages to the City's facilities or any claims or suits against the City arising directly or indirectly out of any act or failure to act by Dominion, its agents, servants, employees or independent contractor of Dominion, arising from the construction, maintenance, operation or existence of Dominion's facilities or from improper design, construction, maintenance or operation of Dominion's facilities.

Should the City be required to bring suit against Dominion as a result of Dominion failing to indemnify the City as provided for herein, the City in addition to being entitled to recover damages in an amount necessary to indemnify itself as provided herein, shall also be entitled to a reasonable attorney's fee.

9. It is understood and agreed that all permission herein granted is granted only insofar as the City has the right to do so, and the City makes no representation as to the warranty of title, and does not propose to grant any rights that might impair the right of the owner of the servient tenement, lessor thereof, or any other person who may have rights in the land.
10. In the event that any of the provisions of this Agreement or the City's easement are violated by Dominion or its agents and satisfactory arrangements for the correction of said violations are not made within thirty (30) days after notification, the City, at its discretion, may have the corrections made and bill Dominion for the cost thereof, which Dominion shall pay or the City may cancel this Agreement and require Dominion to return the right-of-way to as nearly as practicable to its original condition at no cost to the City.
11. Prior to commencement of any activity within the encroachment areas by Dominion, its agents, servants and/or employees or independent contractors of Dominion, a copy of this document will be provided to said party performing any activity in the encroachment areas with requirements of strict compliance with the terms, obligations, and conditions as set forth herein.

Any spoil deposited on the City's easements, including the encroachment areas, will be leveled or removed and the same will be restored to its original or a better condition than existed prior to construction, installation, alteration or maintenance by Dominion, including but not limited to restoration of the existing grade and replacement of existing paving and concrete. No soil shall be permanently removed from the encroachment areas without prior approval of the City, except for the installation or alteration of the facilities. No permanent stockpiling of materials (including soil) will be permitted in the City's easements, including the encroachment areas.
12. No blasting will be permitted in the encroachment areas unless authorized by the City.
13. Dominion must provide the City a seventy-two (72) hour notice prior to work in the encroachment areas and the City's representatives may be present during such work, if the City deems necessary. It is advisable to contact Palmetto Utility Protection Services (PUPS) for location of existing utilities prior to performing work in the City's easement. However, in the case of an emergency, Dominion may proceed with work in the City's easement encroachment area upon notifying the City's Wastewater Maintenance Division at its 24-hour phone number: (803) 545-3910.
14. Dominion agrees that any construction or maintenance in the encroachment areas as provided for herein will be performed in a good and workmanlike manner and in such a manner so as not to endanger the City's facilities or interfere with the City's operation or maintenance requirements.
15. This Agreement shall be binding upon the parties, their respective heirs, successors and/or assigns.

Page 5 of 5-- Encroachment Agreement for Dominion Energy South Carolina, Inc. Richtex Phase II Pipeline Project on Peebles Street; CF#250-516

The foregoing instrument was executed by the undersigned this _____ day of _____, 2020.

WITNESSES:

DOMINION ENERGY SOUTH CAROLINA, INC.

(1st Witness)

By: _____
(Signature)

(2nd Witness)

Name: _____
(Print Name)

Title: _____
(Print Title)

State of South Carolina)

ACKNOWLEDGEMENT

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____
(Name and Title of Officer)

of _____ on behalf of Dominion Energy South Carolina, Inc.
(City and State)

Notary Public for South Carolina

My Commission Expires: _____

Page 5 of 5- Encroachment Agreement for Dominion Energy South Carolina, Inc. Richtex Phase II Pipeline Project on Peeples Street; CF#250-516

WITNESSES:

Jmg
(1st Witness)

Euka D Hammond
(2nd Witness)

CITY OF COLUMBIA

By: Cheresa B Wilson
(Signature)

Name: Teresa B. Wilson
(Print Name)

Title: City Manager
(Print Title)

State of South Carolina)

ACKNOWLEDGEMENT

County of Richland)

The foregoing instrument was acknowledged before me this 22nd day of December, 2020, by Teresa B. Wilson, City Manager
(Name and Title of Officer)

of Columbia, South Carolina on behalf of the City of Columbia.
(City and State)

Euka D Hammond
Notary Public for South Carolina

My Commission expires: 4/16/2022

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

11/19/2020