

#### RESOLUTION NO.: R-2021-074

Authorizing the City Manager to execute a Right-of-Entry Agreement between South Carolina Telecommunications Group Holdings, LLC d/b/a Segra and the City of Columbia for installation of telecommunications equipment within the building and along the property located at 1601 Assembly Street and identified as

Richland County TMS#09014-01-02; CF#250-532

WHEREAS, South Carolina Telecommunications Group Holdings, LLC d/b/a Segra ("Segra") has requested a Right-of-Entry to install telecommunications cable along a 3' strip of the referenced City property and associated equipment within the building to provide voice, data, internet, or other telecommunications services for the occupants of the building; and,

WHEREAS, the Right-of-Entry Agreement has been reviewed and approved by the City Attorney's office and is recommended for approval by the ACM for Columbia Water; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 20th day of July, 2021, for and in consideration of the mutual benefits to be derived by both parties, the City Manager is hereby authorized to execute a Right-of-Entry Agreement between South Carolina Telecommunications Group Holdings, LLC d/b/a Segra and the City of Columbia.

The referenced property is shown on a project drawing, dated February 3, 2021, prepared by Byers Engineering for South Carolina Telecommunications Group Holdings, LLC d/b/a Segra, and being on file in the office of the Department of Engineering, City of Columbia, South Carolina under file reference #250-532. A copy of said drawing being attached hereto and made a part hereof as Exhibit "A".

requested by.	100
Assistant City Manager Shealy	***
Approved by:	Mayor
Venesa B. Wilson	
City Manager	
Approved as to form:	ATTEST:
27_	Crike D. M. Hammond
City Attorney	City Clerk

Introduced: 7/20/2021 Final Reading: 7/20/2021

Dequested by

### RESOLUTION NO.: R-2021-074

### EXHIBIT "A"





STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND

### **RIGHT OF ENTRY AGREEMENT**

This Right of Entry Agreement (the "Agreement") is made as of the last date of signature hereon (the "Effective Date"), between the CITY OF COLUMBIA with its official mailing address being Post Office Box 147, Columbia, SC 29217 ("Owner"); and South Carolina Telecommunications Group Holdings, LLC d/b/a Segra®, a South Carolina limited liability company, with its principal place of business at 1500 Hampton Street, Columbia, SC 29201 ("Provider").

- Provision of Services on Right of Entry Basis. Owner hereby grants to Provider and to Provider's affiliates a non-exclusive right to install, own, operate, maintain, replace, and remove, at Provider's sole option, expense, and risk, certain communications Equipment (Equipment defined as the cabinets, racks, and other hardware specified and/or designated by Provider), on and in the Owner's Equipment Room (defined herein as Owner's designated location for Provider's Equipment) located at 1601 Assembly Street, Columbia, SC 29201 and identified as Richland County Tax Map Number R09014-01-02. The route required to construct fiber into Owner's Equipment Room is described and shown on Exhibits A and B attached hereto and made a part hereof. Provider specifically reserves the right initially to install, operate, and maintain its Equipment in a manner necessary to provide Services (Services shall mean any voice, data, internet, or other telecommunications service offered by Provider) to current occupants; and thereafter, as subsequent requests are made to Provider for Services to additional occupants, to then install, operate, and maintain any additional hardware necessary to expand the Equipment to provide such additional Services within the area specified on the attached Exhibits A and B. The rights granted hereunder shall be deemed to include a right for Provider to have a right of entry for access, ingress and egress and the use of such area more clearly shown on the attached Exhibits A and B across all utility easements, rights of way, private roads and other areas on the premises as reasonably required for the installation, operation, maintenance, repair, replacement, and removal of the Equipment in the premises and for the provision of Services to the premises.
- 2. Owner Covenants. OWNER WARRANTS THAT IT IS THE OWNER OF THE PREMISES AND HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO GRANT ALL RIGHTS PROVIDED FOR HEREIN. Owner shall provide without charge to Provider adequate space and right-of-access to premises (both land and improvements) including rights of ingress and egress, for installation, operation, maintenance, inspection, replacement, removal, sales, marketing, and disconnection of the Equipment. Owner further agrees to provide Provider with access to vacant tenant premises and to cooperate in obtaining access to occupied tenant premises so that Provider may recover Equipment from delinquent accounts or from tenants who have not contracted for Services. Owner warrants that it will adequately safeguard the Equipment to prevent any persons other than authorized personnel from performing work thereon.
- 3. Ownership and Installation of Equipment. Provider shall install, own, and maintain the Equipment in the building(s) at its own expense. Ownership of all parts of the Equipment shall remain the personal property of Provider. The Equipment shall be installed in accordance with good engineering practices and shall conform to normal installation service guidelines for such Equipment. Owner agrees to allow Provider to use existing building conduit as the preferred means of installing the Equipment and delivering the Services to the premises. Within ninety (90) days after termination of this Agreement for any reason, Provider shall remove the Equipment or any part thereof, from the premises. In the event



such Equipment, or any part thereof, is not removed within the ninety (90) day period following the expiration or earlier termination, such Equipment shall be deemed abandoned by Provider, and Owner may dispose of same in whatever manner Owner may elect without any liability to Provider. Provider shall not be held in default or liable for any delay in commencing, or interruption of performance caused by conditions beyond its reasonable control.

- 4. <u>Billing of Services</u>. Occupants of the building(s) who desire Services from Provider shall be charged and billed individually for Services and connection to the Equipment at the agreed upon monthly rate(s) stated in Provider's Services contracts.
- 5. <u>Alterations to Premises.</u> Provider agrees that installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, consistent with such reasonable requirements as shall be imposed by Owner. Provider shall be responsible for any or all damages directly caused by its workmanship and/or direct damages caused during installation, except for the insertion of fasteners through the surface of walls for attachment of peripheral equipment, or the boring of holes which is part of the normal workmanship and which shall not be construed as damages. Provider agrees to hold the Owner harmless from damages arising from any faulty workmanship by Provider. Neither Owner, Owner's agent (hereinafter referred to as "Agent"), nor anyone acting by or under the authority of Owner or Agent, shall tamper with, make alterations to, or remove any equipment or cabling without prior written consent of Provider.
- 6. <u>Sale of Premises</u>. The obligations of Owner under this Agreement shall no longer be binding upon Owner in the event the Owner sells, assigns or otherwise transfers its interest in the premises as owner or lessee. In the event of any such sale, assignment or transfer, such obligations shall thereafter be binding upon the grantee, assignee or other transferee of such interest. In the event the Owner sells, assigns, transfers or otherwise conveys the premises (or any portion thereof) to a third party, the Owner shall give Provider prior written notice of such change of ownership or control, and Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. A lease of the entire Building shall be deemed a transfer within the meaning of the foregoing sentence.
- 7. <u>Persons and Entities Bound by this Agreement.</u> The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Owner and Provider and, except as otherwise provided in this Agreement to the contrary, their respective heirs, distributees, executors, administrators, successors and assigns, as the case may be.
- 8. <u>Term.</u> This Agreement shall continue in full force and effect from the Effective Date so long as Provider maintains a permit, license, or regulatory approval issued by the local regulating entity in which the building is located.
- 9. <u>Notices</u>. Any or all notices or demands by or from Owner to Provider, or Provider to Owner, shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) five (5) days after deposit into United States mail, postage prepaid, certified mail, return receipt requested, or (c) one (1) day after delivery to United States Postal Service Express Mail or similar overnight delivery service. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

2 rev 1-20-21



Owner:

City of Columbia

P O Box 147, Columbia, SC 29201

Attn: City Manager

Provider:

South Carolina Telecommunications Group Holdings, LLC d/b/a Segra®

1500 Hampton Street, Columbia, SC 29201

Attn: Michael D. Baldwin, Vice-President - Business & Legal Affairs

With a copy to: Amanda Folk, Director - Strategic Contracts

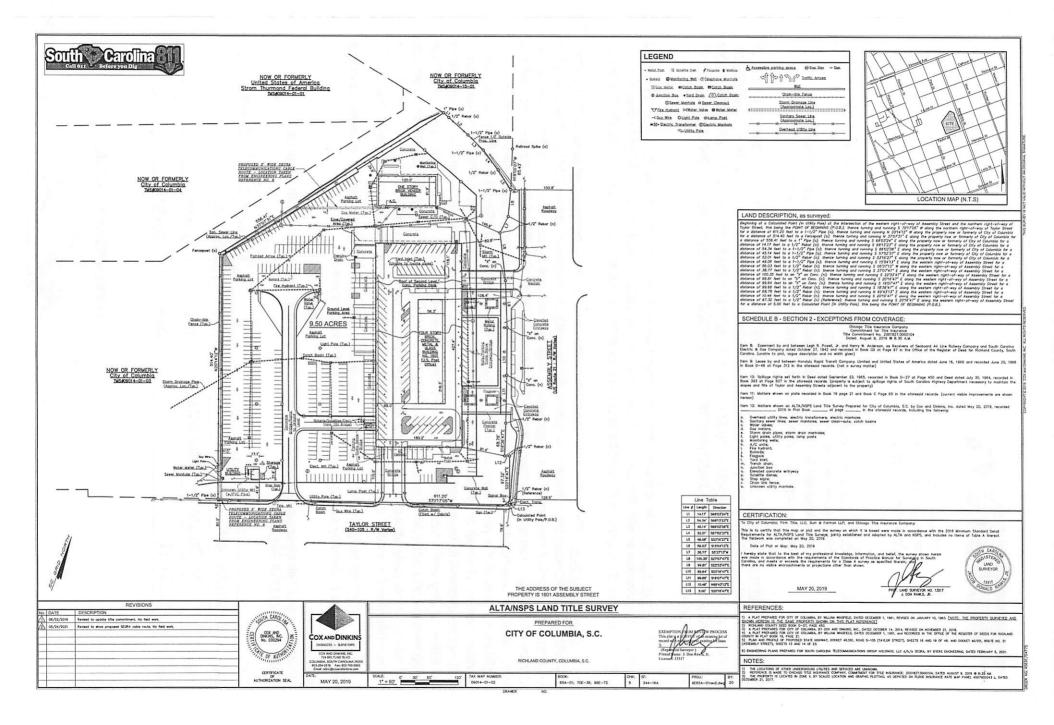
- 10. <u>Limitation of Liability</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL A PARTY TO THIS AGREEMENT BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OR BUSINESS CONTEMPLATED IN THIS AGREEMENT.
- 11. <u>Governing Law</u>. The construction, interpretation and performance of this Agreement shall be construed in accordance with the laws of the State of South Carolina and the parties agree that all legal actions based on this Agreement shall be brought only in the applicable circuit court of South Carolina.
- 12. <u>Miscellaneous</u>. The terms and conditions contained herein supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this Agreement. This Agreement may be executed by any form of electronic signature, such as digital signature or email scan, and shall be deemed to be an original. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties. The invalidation of any of the provisions contained in this Agreement shall not affect the validity of any other provision herein. The waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained. Either party may record this Agreement to confirm the rights granted herein. Upon the request of either party, the parties shall execute and deliver a mutually acceptable recordable memorandum hereof, and either party may record such memorandum in the public land record's office of the town in which the building is physically located.

IN WITNESS WHEREOF, Owner and Provider have executed this Agreement in multiple original counterparts as of the day and year of the last date of signature hereon.

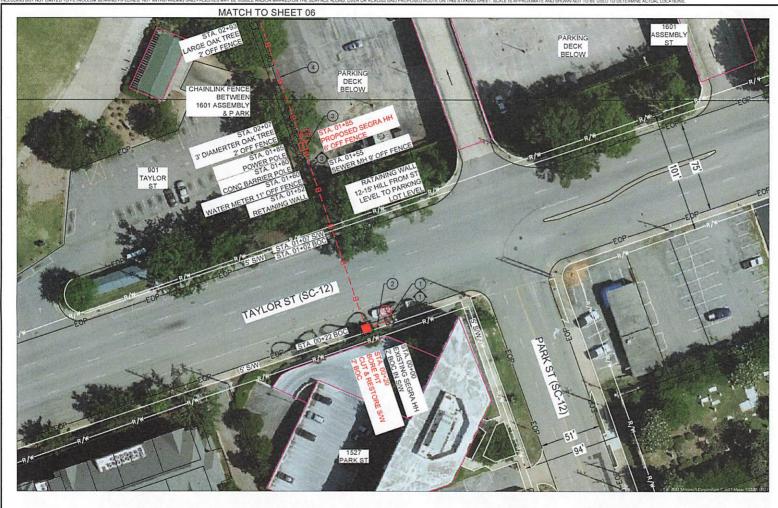
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	Carolina Telecommunications Group	City of (	Columbia, South Carolina
	ps, LLC DBA Segra		-1 6 1 1
Ву:	amande a Loly	Ву:	Cleresa B. Wilson
Name:	Amanda Folk	Name:	Teresa B. Wilson
Title:	Director, Strategic Contracts	Title:	City Manager
Date	Aug 5, 2021	Date:	7 12612021

APPROVED AS TO FORM

3



THIS STAKING SHEET IS INTERDED & PREPARED FOR ROUTE DESIGNATION ONLY & THE ENGINEER HEREBY & EXPRESSLY SET OUT IN THE CONTRACT, DISCLAIMS ANY & ALL RESPONSIBILITY AND/OR OBLIGATION FOR MARKING, NOTING AND/OR REFLECTING THE EXISTENCE AND/OR LOCATION OF ANY & ALL UNDERGROUND FACILITIES. INCLUDING BUT NOT LUMITED TO PETROLEJAM BEARING PIPELINES, NOT WITHSTANDING BAID FACILITIES MAY BE VISIBLE AND/OR MARKED ON THE SURFACE ALONG, OVER OR ACROSS SAID PROPOSED ROUTE ON THIS STAKING SHEET, SCALE IS APPROXIMATE AND SHOWN NOT TO BE USED TO DETERMINE ACTUAL LOCATIONS.



#### CONSTRUCTION NOTES

- (1) EXISTING SEGRA HANDHOLE LEAVE 100' (1) 96 FOC LOOP SPLICE INTO EXISTING 288 FOC
- DIRECTIONAL BORE 185"
  (1) 1.25" HDPE INNERDUCTS
  E/W (1) 96 FOC
- 3 PLACE 24X36X24 SEGRA HH LEAVE (1) 96 FOC 100' LOOP
- DIRECTIONAL BORE 647'
  (1) 1.25" HDPE INNERDUCTS
  E/W (1) 96 FOC

TOTAL UNDERGROUND RAKE OFF			
UNIT CODES & DESCRIPTION	Units	Estimated Quantity	Actual Quantity
200-1 - DIRECTIONAL BORE (3) 1.25" HDPE SDR11	FOOT	0	0
200-1 - DIRECTIONAL BORE (1) 1.25" HDPE SDR11	EACH	832'	0
301-2 - CABLE PLACEMENT IN CONDUIT - ISP (1) (250") 12CT FOC PRE-TERM TAIL W/FDP	FOOT	0	0
301-3 - PLACEMENT OF (1) 2" FLEX - ISP	FOOT	0	0
RISER CONDUIT	FOOT	0	0
LB BOX	FOOT	0	0
24"x36"x24" HANDHOLE	EACH	1	0
30x48"x36" HANDHOLE	EACH	0	0





SCALE IS FOR REFERENCE PURPOSES ONLY

SCALE: 1"=50"

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er er	oup F	Holo	lings	, LLC	d/b/a	Segra	

AS-BUILT REVISION # 1

PROJECT MARKAGET.

ENGINEERING FIRM: Byers Engineering

SO/EWO#, EBS# 2088908/EBS#530798-001

PROJECT NAME: ENTERPRISE

PROJECT LOCATION: 1601 ASSEMBLY ST

DRAWING NAME: 1601 ASSEMBLY ST. JMg



CONSTRUCTION NOTES

4 SEE DWG #5

MATCH TO SHEET 05

TOTAL UNDERGROUND RAKE OFF			
UNIT CODES & DESCRIPTION	Units	Estimated Quantity	Actual Quantity
200-1 - DIRECTIONAL BORE (3) 1.25" HDPE SDR11	FOOT	0	0
200-1 - DIRECTIONAL BORE (1) 1.25" HDPE SDR11	EACH	0	0
301-2 - CABLE PLACEMENT IN CONDUIT - ISP (1) (250') 12CT FOC PRE-TERM TAIL W/FDP	FOOT	0	0
301-3 - PLACEMENT OF (1) 2" FLEX - ISP	FOOT	0	0
RISER CONDUIT	FOOT	0	0
LB BOX	FOOT	0	0
24"x36"x24" HANDHOLE	EACH	0	0
30x48"x36" HANDHOLE	EACH	0	0



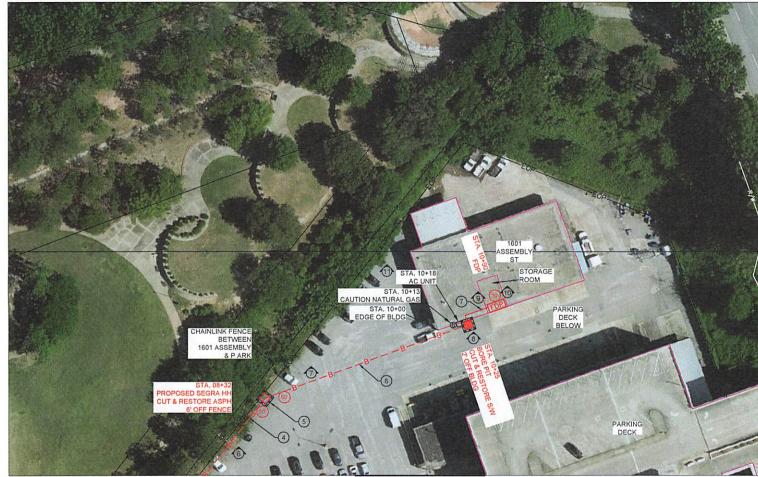
SCALE IS FOR REFERENCE PURPOSES ONLY



3				AS-BUILT
2	Ü			REVISION #
1	2/5/2021		AB	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT

South Carolina Telecommunications Group Holdings, LLC d/b/a Segra

EN	IGINEERING FIRM: Byers Engineering
SC	VEWC#, EBS#: 2088908/EBS#530798-001
PR	OJECT NAME: ENTERPRISE
PR	IOJECT LOCATION: 1601 ASSEMBLY ST
DF	RAWING NAME: 1601 ASSEMBLY ST. dwg



CONSTRUCTION NOTES

4 SEE DWG #5

5 PLACE 24X36X24 SEGRA HH LEAVE (1) 96 FOC 50' LOOP LEAVE (1) 12 FOC 50' LOOP

6 DIRECTIONAL BORE 193'
(1) 1.25" HDPE INNERDUCTS
E/W (1) 12 PRE-TERM FOC

7 FROM BORE PIT
RISER UP 12' AND CORE DRILL WALL
TO ENTER BUILDING CEILING SPACE.
PLACE LB BOX CONTINUE IN CEILING SPACE APPROX 65' TO STORAGE ROOM.
PLACE FDP LEAVE 30' LOOP

MATCH TO SHEET 06

UNIT CODES & DESCRIPTION	Units	Estimated Quantity	Actual Quantity
200-1 - DIRECTIONAL BORE (3) 1.25" HDPE SDR11	FOOT	0	0
200-1 - DIRECTIONAL BORE (1) 1.25" HDPE SDR11	EACH	193'	0
301-2 - CABLE PLACEMENT IN CONDUIT - ISP (1) (250") 12CT FOC PRE-TERM TAIL W/FDP	FOOT	65'	0
301-3 - PLACEMENT OF (1) 2" FLEX - ISP	FOOT	65'	0
RISER CONDUIT	FOOT	12'	0
LB BOX	FOOT	0	0
24"x36"x24" HANDHOLE	EACH	1	0
30x48"x36" HANDHOLE	EACH	0	0





SCALE IS FOR REFERENCE PURPOSES ONLY



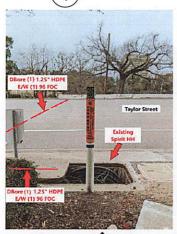
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South Carolina Telecommunications Group Holdings, LLC d/b/a Segra

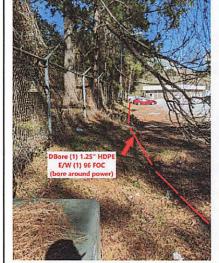
	PROJECT MANAGER:			
	ENGINEERING FIRM: Byers Engineering			
	SO/EWO#, EBS#: 2088908/EBS#530798-001			
0,	PROJECT NAME: ENTERPRISE			
	PROJECT LOCATION: 1601 ASSEMBLY ST			
	DRAWING NAME: 1601 ASSEMBLY ST.dwg			
	CONFIDENTIAL /PROPRIETARY	SHEET: 07	05	10
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## SITE PHOTOGRAPHS























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NO.	DATE	ENG DESIGN	DRAFTING	COMMENT

#### South Carolina Telecommunications Group Holdings, LLC d/b/a Segra

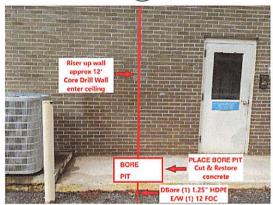
Know what's below. Call before you di

PROJECT MANAGER:	-
ENGINEERING FIRM: Byers Engineering	
SO/EWO#, EBS#: 2088908/EBS#530798-001	_
PROJECT NAME: ENTERPRISE	_

PROJECT LOCATION: 1601 ASSEMBLY ST DRAWING NAME: 1601 ASSEMBLY ST.dwg

## SITE PHOTOGRAPHS

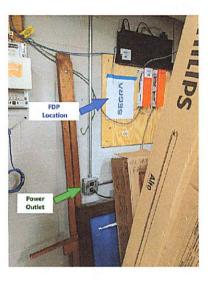
























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1	2/5/2021		AB	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT

South Carolina Telecommunications Group Holdings, LLC d/b/a Segra



PROJECT MANAGER: ENGINEERING FIRM: Byers Engineering	
SO/EWO#, EBS#: 2088908/EBS#530798-001	
PROJECT NAME: ENTERPRISE PROJECT LOCATION: 1601 ASSEMBLY ST DRAWING NAME: 1601 ASSEMBLY ST. JANG	

# PE ROE for 1601 Assembly St Columbia SC

Final Audit Report 2021-08-05

Created: 2021-08-05

By: Alicia Olsberg (OlsbergA@lumosnet.com)

Status: Signed

Transaction ID: CBJCHBCAABAApxVr1fiXglTnOzNLKNC14egefng\_duuo

### "PE ROE for 1601 Assembly St Columbia SC" History

- Document created by Alicia Olsberg (OlsbergA@lumosnet.com) 2021-08-05 4:32:03 PM GMT- IP address: 64.203.169.228
- Document emailed to Amanda Folk (amanda.folk@lumosnet.com) for signature 2021-08-05 4:35:16 PM GMT
- Email viewed by Amanda Folk (amanda.folk@lumosnet.com) 2021-08-05 4:37:58 PM GMT- IP address: 64.203.169.228
- Document e-signed by Amanda Folk (amanda.folk@lumosnet.com)

  Signature Date: 2021-08-05 5:44:00 PM GMT Time Source: server- IP address: 64.203.169.228
- Agreement completed. 2021-08-05 - 5:44:00 PM GMT