

Brandon, Natasha B.

From: Lacy, Christopher R. <LacyCR@scdot.org>
Sent: Tuesday, October 29, 2019 11:06 AM
To: Locklair, Jack H.
Cc: Matienzo, Alan M; Hernandez, Oriana; Rister, David
Subject: RE: Encroachment Permit Application # 200074202
Attachments: SignedApppdf_384.pdf; EP#200074202.PNG; 830GracernRdColumbiaSC(Final)pdf_8.pdf

****This e-mail is from outside STV****

Jack,
Please add this as a special provision to the encroachment permit. Please request as-built plans too. Thank you.

Applicant expressly acknowledges that SCDOT has not granted, and is not granting by the terms of this Encroachment Permit, any property rights, explicit or implied, to applicant.

Applicant has been advised by the SCDOT that the proposed location of the encroachment specified herein is within the right of way limits of and is likely to be impacted by the future I-20/26/126 Carolina Crossroads (CCR) Project. If the future CCR Project requires the removal and relocation of the encroachment, Applicant agrees to remove the encroachment within 180 days of SCDOT's written notification for removal and/or relocation. Removal and/or relocation shall be at the sole expense of Applicant. Failure to remove and/or relocate the encroachment within the 180 day period constitutes a breach of this permit and SCDOT shall be entitled to recover from Applicant any and all damages, including cost of removal and relocation of applicant's facilities by SCDOT or its contractor and any delay damages claimed by the SCDOT's contractor, subcontractors, or associated entities as a result of applicants failure to remove the facility within the 180 days. Applicant waives any and all causes of action, including but not limited to, detrimental reliance or estoppel, in the granting of this permit within the future corridor of the CCR Project. Applicant hereby waives trial by jury regarding any disputes arising under the terms of this permit and any such trial shall be non-jury before the Circuit Court in Richland County.

In the event that the Applicant has entered into a Memorandum of Agreement for In-Contract Utility Relocation (MOA) for the CCR Project, the removal and/or relocation of the encroachment caused by the future CCR Project shall be performed in accordance with the terms of the MOA.

The below website address is the CCR project as shown in the draft environmental impact statement. The design shown is conceptual and subject to change based on final design. http://www.scdotcarolinacrossroads.com/onlineeting5/assets/RPA-PHM_INTERACTIVE_DRAFT_2018-08-16.pdf

Chris R. Lacy, P.E., CPM
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SCDOT
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(o) 803-737-1419



From: Locklair, Jack H. <LocklairJH@scdot.org>
Sent: Tuesday, October 29, 2019 8:26 AM
To: Lacy, Christopher R. <LacyCR@scdot.org>; Klauk, Brian D. <KlaukBD@scdot.org>; Rister, David <RisterGD@scdot.org>
Cc: Keitt, Cedric C. <KeittCC@scdot.org>; Jackson, Vanetta J <JacksonVJ@scdot.org>; Matienzo, Alan M <MatienzoAM@scdot.org>
Subject: Encroachment Permit Application # 200074202

Good morning

The attached permit from Segra begins on Gracern Drive and runs along Janice Drive at I-126. Please review for possible conflicts with the Carolina Crossroads project.

Thanks

Jack Locklair P.L.S.
SCDOT
Utilities Project Manager
Right of Way - Headquarters
(803) 737-4709
LocklairJH@scdot.org