

CERTIFICATION OF PRIOR RIGHTS

TO: David Rister, P.E., SCDOT Construction Manager of Mega Projects

FROM: Jonathan Chasteen, P.E., HDR

DATE: April 14, 2021

RE: Project ID P039719
I-20/ I-26/ I-126 Carolina Crossroads Improvement Project
Phase 2 – I-20 at Broad River Road
Richland and Lexington Counties
Synergy Prior Rights Verification

This is to certify that Synergy has 26% prior rights on their 12-in TC gravity sewer line west of Broad River Road that crosses under I-20, which has direct known impacts with the project. The 26% is based on the cost of a bore premium, which Synergy will be responsible. The prior rights based on length of impact is 55%. The final prior rights will be calculated by the Utilities Office.

Synergy is entering into a Memorandum of Agreement (MOA) with SCDOT which will detail the cost share of those items. This certification is the verification of all prior rights documents submitted regardless of impact.

Prior Rights Verification / SCDOT Right-of-way History

In 1962, SCDOT obtained original right-of-way for I-20 improvements under File #40.533. Below is a table of utility items and tract numbers that have been verified. Synergy provided verifiable documentation for areas of impact. Those are attached.

Utility Item	Tract #*	Potential Impact
12-in gravity sewer crossing at Station 201+75 (I-20) with lines paralleling heading east to off project limits	197, 285	Yes

*Tract # is based on Project Right of Way Plans for Carolina Crossroads Project ID P027662.

Recommendation

With the clear and proper evidence provided on the existing SCDOT plans and easement documentation, it is our recommendation for approval of the prior rights for items listed in this certification should they be impacted.

Signatures on following page

NOR:tmp
Attachment
File: D1/Lexington/Richland/NOR
Jay Clingman, District 1 Utility Coordinator
Derek Frick, Assistant District 1 Construction Engineer

RECOMMENDED BY:

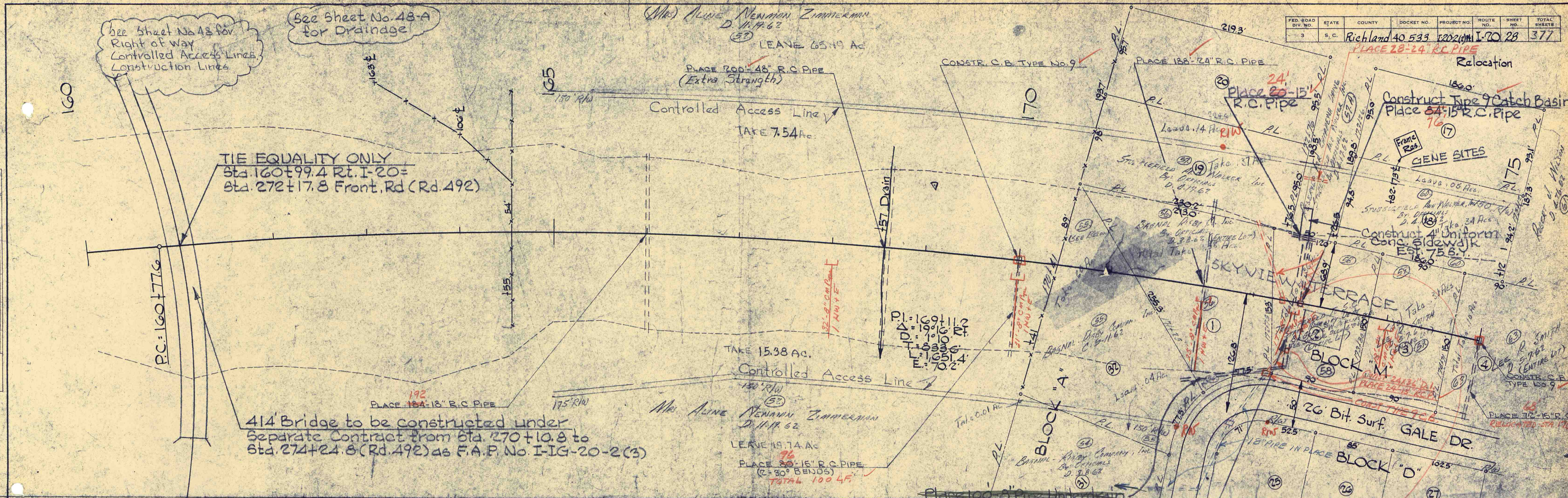
Oriana Roumillat, P.E.
Utility Coordinator – STV Inc.

REVIEWED BY:

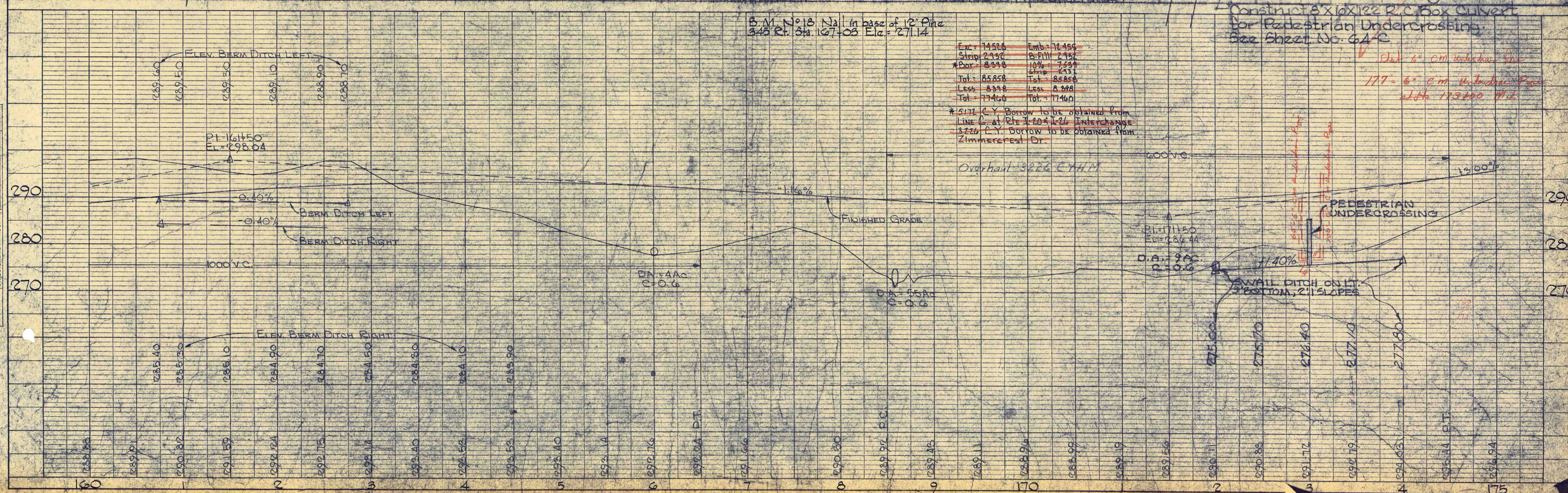
Chris Lacy, P.E.
SCDOT Design Manager for Mega Projects

FED. ROAD DIV. NO.	STATE	COUNTY	DOCKET NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	Richland	40533	12020	I-20 28	377	

PLAN	DATE	BY
DESIGNED		
PLOTTED		
ALIGNED CHECKED		
RT. OF WAY CHECKED		
NO.		



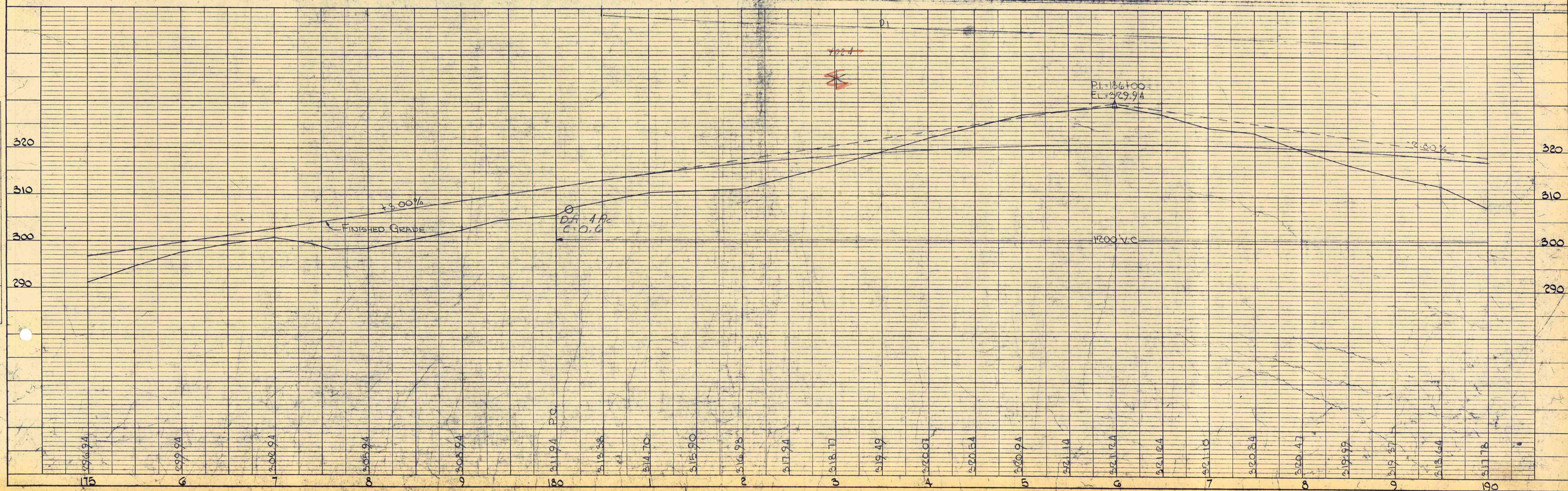
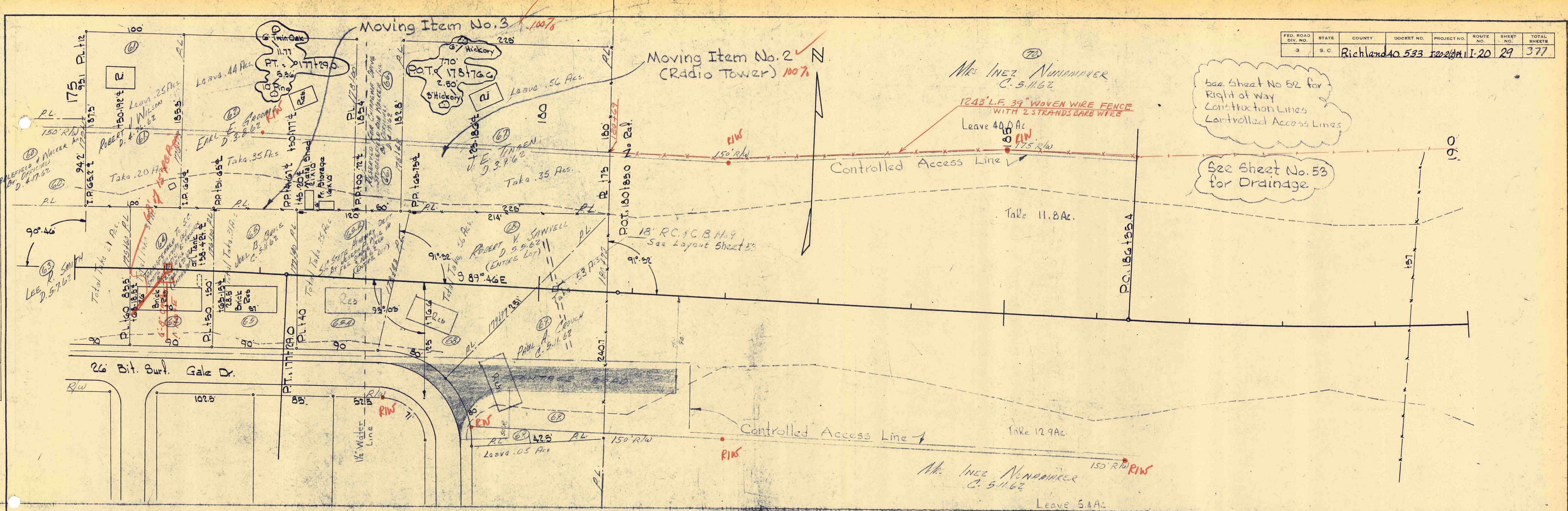
PROFILE	DATE	BY
DESIGNED		
PLOTTED		
GRADES CHECKED		
B.M. NOTED		
STRUCTURE NOTING CHECKED		
NO.		



FED. ROAD DIV. NO.	STATE	COUNTY	DOCKET NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	Richland	40 533	12020	I-20	29	377

PLAN SURVEYED BY DATE
 PLOTTED BY
 CHECKED BY
 RT. OF WAY CHECKED BY
 NO.

PROFILE SURVEYED BY DATE
 PLOTTED BY
 CHECKED BY
 STRUCTURE NOTATIONS CHECKED BY
 NO.

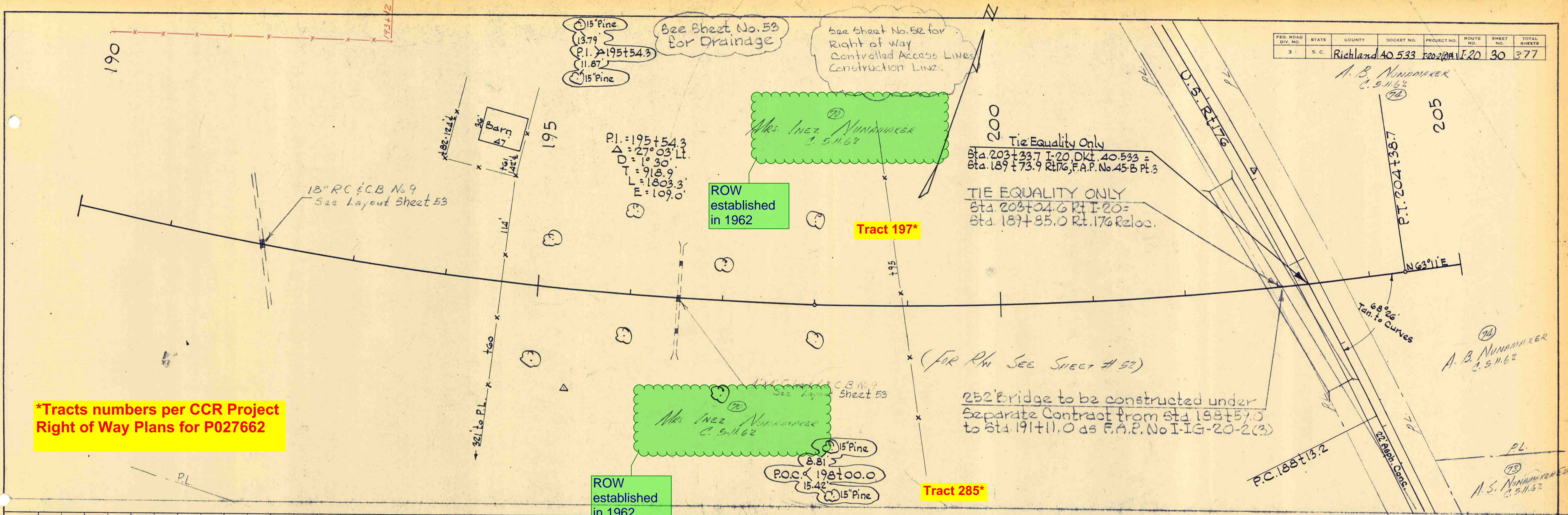


FED. ROAD DIV. NO.	STATE	COUNTY	DOCKET NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	Richland	40.533	12020	I-20	30	377

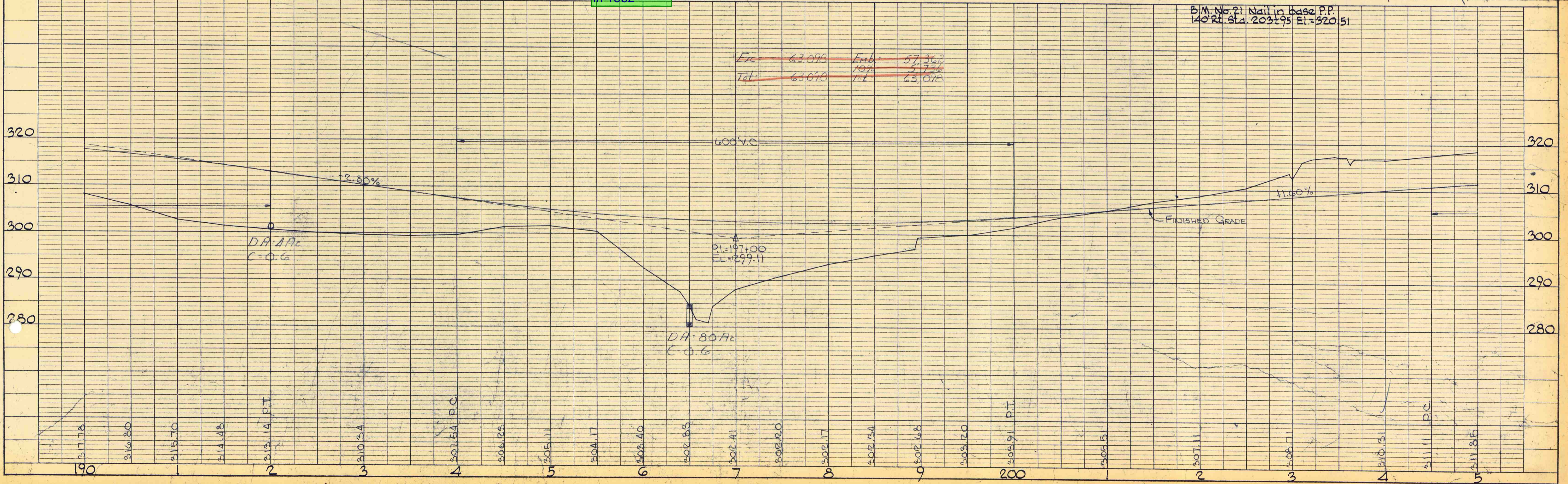
A. B. NUNAMAKER
C. 5.11.62
(74)

PLAN
SURVEYED BY: _____ DATE: _____
NOTE BOOK NO. _____ ALIGNMENT CHECKED _____
NO. _____ RT. OF WAY CHECKED _____

***Tracts numbers per CCR Project Right of Way Plans for P027662**



PROFILE
SURVEYED BY: _____ DATE: _____
NOTE BOOK NO. _____ GRADES CHECKED _____
NO. _____ STRUCTURE NOTATION (S/C): _____





RT. 176
 24 Oak 4070 Sign 25.87
 P.C. 1837+48.5 P.I. 1857+00.0 P.O.T. 1937+35.0
 28.17 P.P. 60.85 P.P.
 F. Post

LINE 1
 12" Pine 4070 10" Pine 13.42
 9.56 4.95 15" Pine 13.42
 P.O.T. 1957+00.0
 30.15 15" Pine
 3.63 4.95
 P.O.T. 1957+42.3
 13.86
 P.O.T. 1997+00.0
 P.O.T. 1997+40.5

LINE 4
 F. Post P.I. 2107+71.8
 52.96 93.26 67.90
 73.92
 P.C. 2077+35.9 8" Pine 8" Pine

NOTE: SEE SHEET 52 FOR DETOUR

**DETAIL OF INTERSECTION
 OF
 U.S. ROUTES I-20 & 176**
 SCALE 1" = 100'

D-282 P-521

Restrictions
on
Record

COPY of
Agreement with Boozer

Grants
to be made
Boozer

FROM
BOOZER
Lot 21,
B.B. 16,
P-533

Lot 20,
B.B. 16,
P-533

Deed for
Ashton Properties

20 Acre
Belairgate Apts
P/ Jack Deboer
12-2-71
by B.P.B.
EASEMENTS
ON
PLAT

Area in conflict. I-20's ROW was established in 1962. There are small portions of the gravity line on each side of the manholes for the interstate crossing that would qualify. See next page for more details.

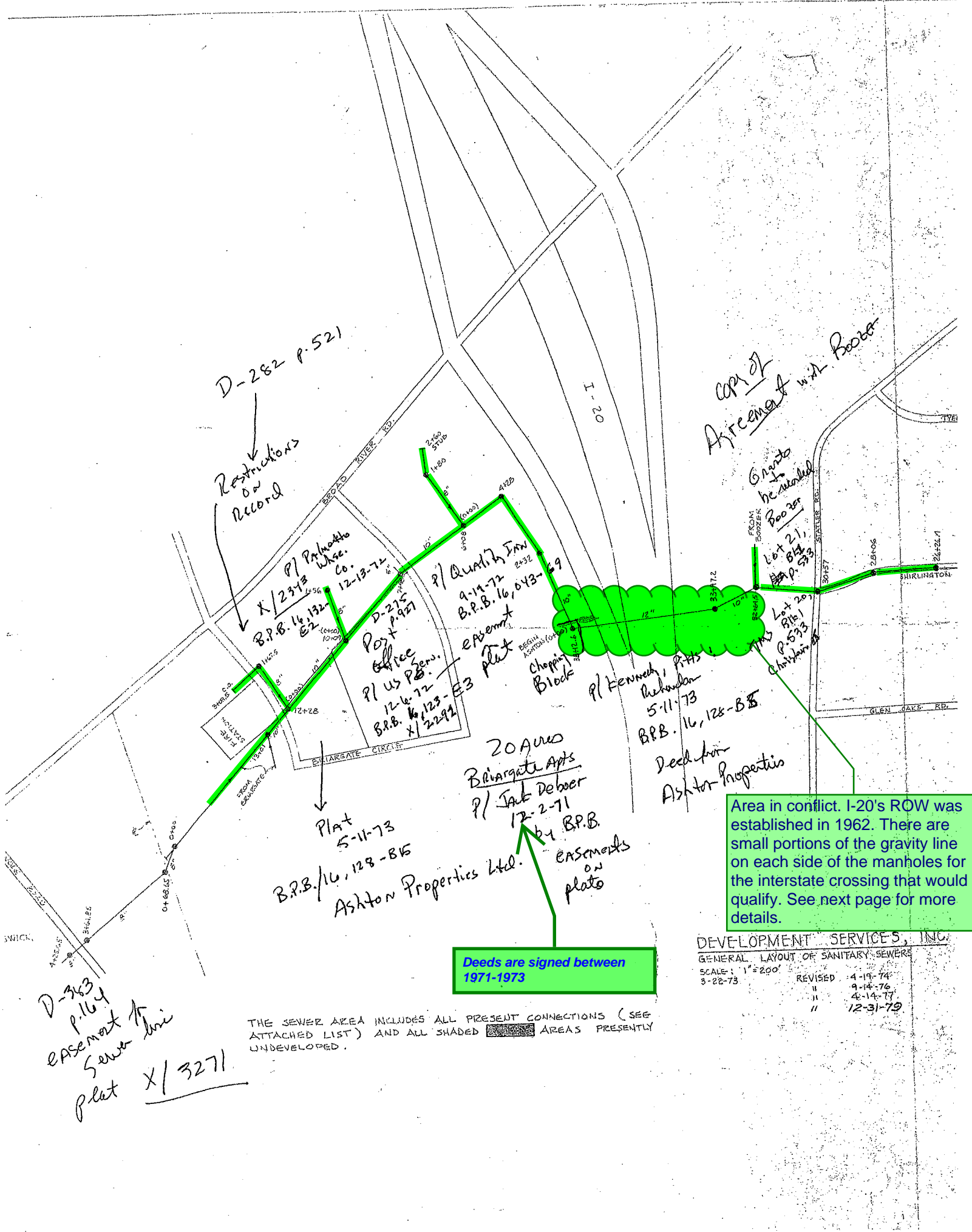
Deeds are signed between 1971-1973

THE SEWER AREA INCLUDES ALL PRESENT CONNECTIONS (SEE ATTACHED LIST) AND ALL SHADED AREAS PRESENTLY UNDEVELOPED.

DEVELOPMENT SERVICES, INC.

GENERAL LAYOUT OF SANITARY SEWERS
SCALE: 1"=200'
3-22-73
REVISED: 4-17-74
9-14-76
4-14-77
12-31-79

D-363
P. 164
EASEMENT
SEWER LINE
PLAT X/3271



D 258 PG.107



EXHIBIT "B"
GRANT OF RIGHT-OF-WAY AND EASEMENT

Tract 197*

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
JOHN C. C.)
CLERK)
OCT 4 11 15 AM '72)
MAJOR)
& G.S.)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Quality Inns International INC., hereinafter called "Grantor" of Columbia, South Carolina, for and in consideration of the sum of Five and No/100 (\$5.00) Dollars to it in hand paid, receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and deliver unto the DEVELOPMENT SERVICE, INC., hereinafter called "Grantee", its successors and assigns, a permanent easement and right-of-way, --20'--feet in width, together with the right during the course of construction to use such additional width as may be necessary, not to exceed --5'--feet on either side of the permanent right-of-way herein granted, and together with the perpetual right of entry upon the lands hereinafter described at any reasonable time for the purpose of laying, constructing, maintaining, operating, repairing, replacing or changing the size of, and removing, in whole or in part, underground sanitary sewers for the purpose of transporting or conveying sewage across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the construction of said sanitary sewers, and the further right to remove trees, bushes, undergrowth, stumps and/or other obstructions interfering with the location, construction or maintenance of said sanitary sewers.

The lands herein concerned are located in the County of Richland, State of South Carolina, and are more particularly described as follows: situate, lying and being on the north side of I-20 and the west side of Broad River Road, in the County of Richland, State of South Carolina. Said easement is more fully shown on a plat by B. P. Barber & Associates, Engineers, Columbia, South Carolina, dated 19th day of September, 1972 and recorded in Plat Book X at Page 210 in the Office of the Clerk of Court for Richland County, and running through and across the properties as shown on said plat.

TO HAVE AND TO HOLD the interests, rights and privileges hereunder granted unto the DEVELOPMENT SERVICE, INC., its successors and assigns, forever. Grantor agrees not to place, maintain or permit the placing or maintaining of any structure within the permanent right-of-way granted herein, reserving however, to Grantor the right to use the ground within the limits of said right-of-way, provided that such use shall not interfere with or obstruct the rights herein granted.

Grantor does hereby covenant with Grantee that it is/are lawfully seized and possessed of the lands herein described and that it has/have a good and marketable title thereto and the lawful right to convey said lands or any interest therein, that said lands are free of all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

It is understood and agreed that the property affected will be resotred as near as practicable to its prior condition after construction of the line and any repairs thereto.

It is further understood and agreed by the Grantor that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that any such agreement will not be binding on the Grantee.

WITNESS _____ hand _____ and seal _____ this 26th day of September, 1972.

WITNESSES:
John S. Taylor Jr.
Michael H. Quinn

QUALITY INNS INTERNATIONAL, INC.
John H. Kemp
Vice Pres

D 258 PG.107

827 RW-2

STATE OF SOUTH CAROLINA }
COUNTY OF

PERSONALLY APPEARED before me JOHN S. Taylor, who, being duly sworn, deposes and says that s/he saw Quality INNS INTERACTION sign and deliver the within Agreement for the uses and purposes therein mentioned and that s/he with MICHAEL H. QUINN witnessed the execution thereof.

SWORN TO BEFORE ME THIS

26 day of September, 1972

Michael H. Quinn (L.S.)
Notary Public for South Carolina
Commission Expires: 12/21/80

John S. Taylor

D870 / 165

FILED
REGISTER OF MESSE CONVEYANCES
CLARA L. BARTLETT
1987 DEC 18 AM 10:47

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of May, 1972, by and between DEVELOPMENT SERVICE, INC. (hereinafter referred to as the "Utility"), a corporation created under the laws of the State of South Carolina, and Frank L. Christian, III (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Utility is organized as a sanitary sewer utility corporation to operate a sewerage treatment plant, sewer line system and to provide sewer service in the area; and

WHEREAS, it is in the best interest of the health of the general public to serve said areas by sewer treatment and where possible to utilize larger central facilities instead of having a number of smaller treatment plants; and

WHEREAS, the parties to this Agreement recognize a mutual advantage that can be attained by entering into this Agreement;

NOW, THEREFORE, in consideration of the sum of Five (\$5.00) Dollars and other valuable consideration, the Owner in hand paid by the Utility, receipt of which is hereby acknowledged, the parties agree as follows:

- 1) The Utility agrees to provide sewer service to the property of the Owner described in Exhibit "A" attached hereto and initialed by the parties to this Agreement. This Agreement, or a short form thereof, executed by both parties may be recorded by the Utility in the Office of the Clerk of Court for Richland County.
- 2) The sewer service which the Utility is obligated to provide shall be limited to that required for a single family domestic sanitary sewer waste.
- *See Below
- 3) The Owner hereby grants to Utility at no cost a permanent 10 foot easement and a temporary 15' easement for construction purposes through the property identified as sewer easement on the attached plat marked Exhibit "B". B. P. Barber & Associates, Engineers, will prepare a final plat which will be used for recording purposes to identify the exact location of said easement with an easement agreement (Exhibit "C") to be executed by the Owner. This easement shall be used for a trunk collection sewer line by the Utility and all cost for installation and maintenance of this line shall be the responsibility of the Utility.

By acceptance of this easement, the Utility does not hereby assume responsibility for maintenance of the easement area (exclusive of the line, which shall be the responsibility of the Utility).

- 4) The Utility shall have the option to extend the trunk sewer line system to provide sewer service to others adjoining this property with the understanding that the Utility or others shall pay for this added installation cost. Any easements required for this extension shall be along the boundary of Owner's property and granted by the Owner upon request by the Utility and at no cost to Utility. The Owner shall have no right to allow anyone to tie into the sewer system. If the Owner acquires any adjoining land, it cannot be tied into the sewer system without prior written approval of the Utility. Easement shall be as identified in No. 3 above.

The Owner shall be responsible for and pay all costs for governmental approval, installation, maintenance, repair and replacement of lateral line within the property that ties into the Utility's trunk line. In the event that pumps or pumping stations and pressure lines are required to lift sewerage into the gravity trunk line, the Owner will be responsible for and pay all cost for installation, operation, maintenance, repair and replacement of this pressure system.

*No. 3 - Only to be used as option under No. 4

fac

signed by the Utility and the Owner (the term Owner shall include any successor then in possession of the property) shall have been recorded. Agreeing to terminate or change said Agreement in whole or in part. The termination or change of this Agreement pursuant to this paragraph 14 shall in no manner whatsoever affect any easements heretofore or hereafter granted the Utility by the Owner. It is understood that the Utility shall continue to enjoy and possess all rights granted under any such easements.

15) This Agreement binds the parties hereto, their heirs, successors and assigns.

WITNESS the hands and seals of the Owner and the Utility the day, month and year first above written.

WITNESSES:

Kaye Miller
Melba Shealy

DEVELOPMENT SERVICE, INC.

BY: L. Arlen Cotter

Thomas C. Mann
Carol B. Magill

Frank L. Christian, III
Frank L. Christian, III

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me Kaye Miller, who, being duly sworn, deposes and says that s/he saw DEVELOPMENT SERVICE, INC. by L. Arlen Cotter its President sign and deliver the within agreement for the uses and purposes therein mentioned and that s/he with Melba Shealy witnessed the execution thereof.

SWORN TO BEFORE ME THIS

2nd day of May, 1972

Kaye Miller

Melba Shealy (L.S.)
Notary Public for South Carolina
Commission Expires: 12-4-1980

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me Carol B. Magill, who, being duly sworn, deposes and says that s/he saw Frank L. Christian, III sign and deliver the within Agreement for the uses and purposes therein mentioned and that s/he with Thomas C. Mann witnessed the execution thereof.

SWORN TO BEFORE ME THIS

1st day of May, 1972

Carol B. Magill

Thomas C. Mann (L.S.)
Notary Public for South Carolina
Commission Expires: 11/5/80

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

GRANT OF RIGHT-OF-WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Frank L. Christian, III, hereinafter called "Grantor" of 1019 Statler Road, Columbia, S. C. for and in consideration of the sum of Five and no/100 (\$5.00) Dollars to hand paid, receipt of which is hereby acknowledged, he granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and deliver unto the DEVELOPMENT SERVICE, INC., hereinafter called "Grantee", its successors and assigns, a permanent easement and right-of-way, 10 feet in width, together with the right during the course of construction to use such additional width as may be necessary, not to exceed 2-1/2 feet on either side of the permanent right-of-way herein granted, and together with the perpetual right of entry upon the lands hereinafter described at any reasonable time for the purpose of laying, constructing, maintaining, operating, repairing, replacing or changing the size of, and removing, in whole or in part, underground sanitary sewers for the purpose of transporting or conveying sewage across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the construction of said sanitary sewers, and the further right to remove trees, bushes, undergrowth, crops and/or other obstructions interfering with the location, construction or maintenance of said sanitary sewers.

The lands herein concerned are located in the County of Richland, State of South Carolina, and are more particularly described as follows: Lot 20, Block 1 Page 533 of Richland County School District No. 1 Tax Map and also identified as Lot 17 Block A on plat of Property of Palmetto State / as recorded in Plat Book R at Pages 176-177. Construction Co. & J. Donald Via.

TO HAVE AND TO HOLD the interests, rights and privileges hereunder granted unto the DEVELOPMENT SERVICE, INC., its successors and assigns, forever. Grantor agrees not to place, maintain or permit the placing or maintaining of any structure within the permanent right-of-way granted herein, reserving however, to Grantor the right to use the ground within the limits of said right-of-way, provided that such use shall not interfere with or obstruct the rights herein granted.

Grantor does hereby covenant with Grantee that he is ~~XXXXX~~ lawfully seized and possessed of the lands herein described and that he has ~~XXXXXX~~ a good and marketable title thereto and the lawful right to convey said lands or any interest therein, that said lands are free of all encumbrances, and that he will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

It is understood and agreed that the property affected will be restored as near as practicable to its prior condition after construction of the line and any repairs thereto.

It is further understood and agreed by the Grantor that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein; and that any such agreement will not be binding on the Grantee.

WITNESS my hand and seal this 1st day of May, 1972

WITNESSE:
Thomas C. Mann
Carol B. Magill

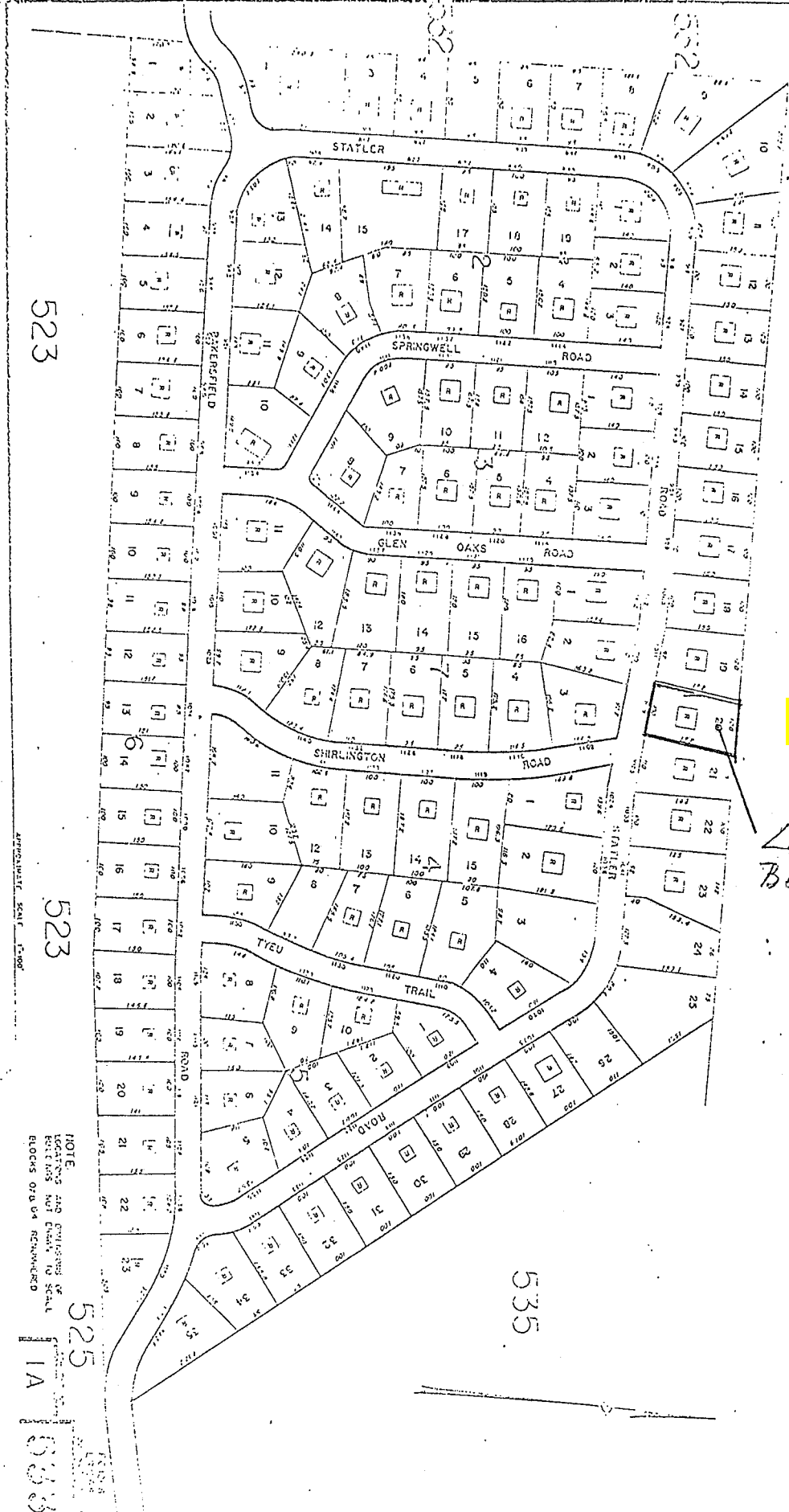
Frank L. Christian, III
Frank L. Christian, III

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

PERSONALLY APPEARED before me Carol B. Magill, who, being duly sworn, deposes and says that s/he saw Frank L. Christian, xxx III sign and deliver the within Agreement for the uses and purposes therein mentioned and that s/he with Thomas C. Mann witnessed the execution thereof.

SWORN TO BEFORE ME THIS
1st day of May 1972
Thomas C. Mann (U.S.)
Notary Public for South Carolina
My Commission Expires: 11/5/80

Carol B. Magill
Belmont 3/72
Exhibit 2



523

535

I-20

Lot 20
Block 1

535

APPROXIMATE SCALE 1"=100'

523

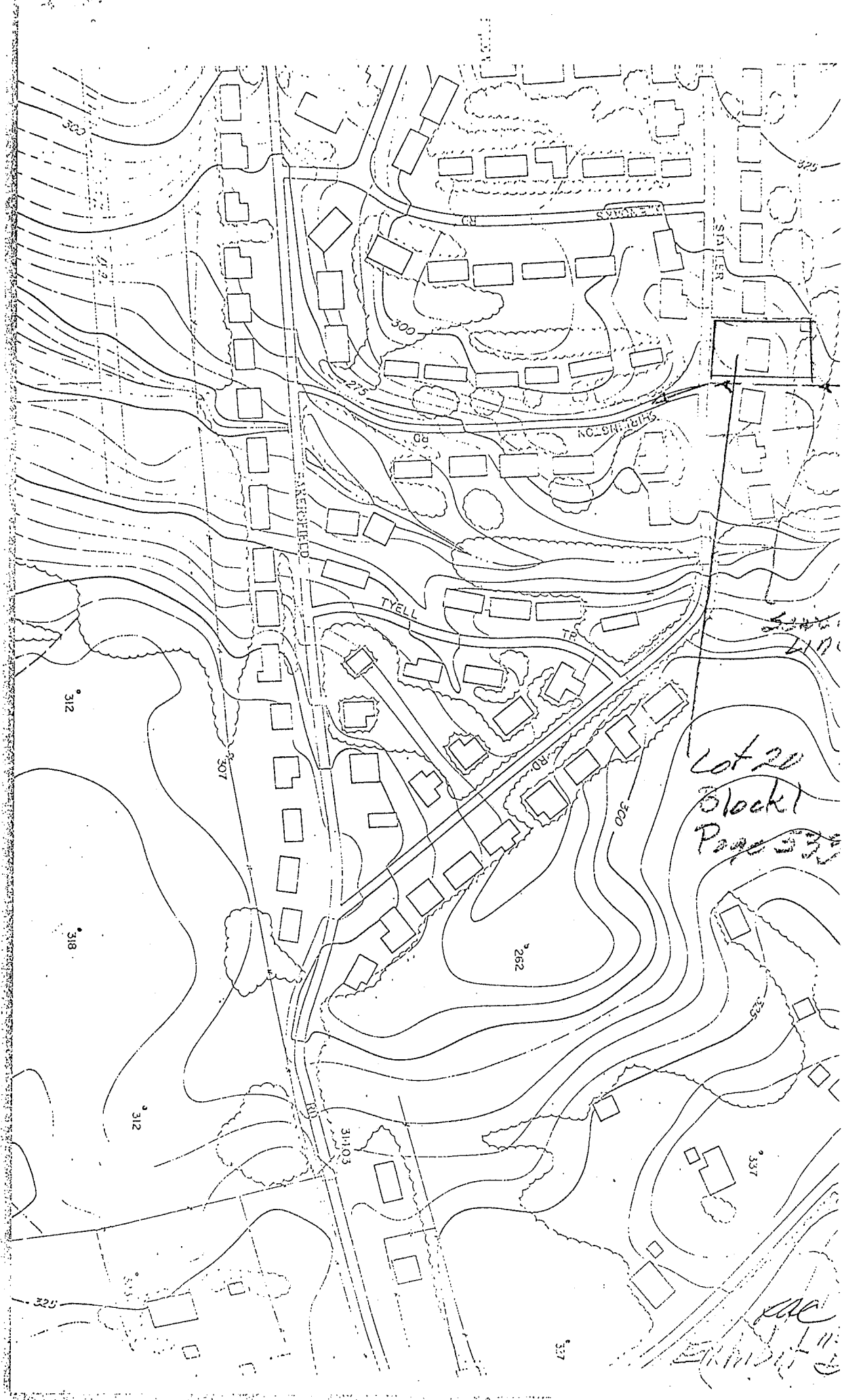
NOTE:
LOCATIONS AND DIMENSIONS OF
RECTIONS NOT DRAWN TO SCALE
BLOCKS OUT OF REVENUE

525

535

IA 535

me
Exhibit



Lot 20
Block
Page 33

AC
L 11
E 11

0870/153

FILED
REGISTER OF MISC. CONVEYANCES
CLARA L. BARTLETT
1987 DEC 18 AM 10:46

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

A G R E E M E N T

THIS AGREEMENT made and entered into this 26th day of April, 1972, by and between DEVELOPMENT SERVICE, INC. (hereinafter referred to as the "Utility"), a corporation created under the laws of the State of South Carolina, and S. Wyman Boozer (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Utility is organized as a sanitary sewer utility corporation to operate a sewerage treatment plant, sewer line system and to provide sewer service in the area; and

WHEREAS, it is in the best interest of the health of the general public to serve said areas by sewer treatment and where possible to utilize larger central facilities instead of having a number of smaller treatment plants; and

WHEREAS, the parties to this Agreement recognize a mutual advantage that can be attained by entering into this Agreement;

NOW, THEREFORE, in consideration of the sum of Five (\$5.00) Dollars and other valuable consideration, the Owner in hand paid by the Utility, receipt of which is hereby acknowledged, the parties agree as follows:

- 1) The Utility agrees to provide sewer service to the property of the Owner described in Exhibit "A" attached hereto and initialed by the parties to this Agreement. This Agreement, or a short form thereof, executed by both parties may be recorded by the Utility in the Office of the Clerk of Court for Richland County.
- 2) The sewer service which the Utility is obligated to provide shall be limited to that required for a single family domestic sanitary sewer waste.
- 3) The Owner hereby grants to Utility at no cost a permanent 10 foot easement and a temporary 15 easement for construction purposes through the property identified as sewer easement on the attached plat marked Exhibit "B". B. P. Barber & Associates, Engineers, will prepare a final plat which will be used for recording purposes to identify the exact location of said easement with an easement agreement (Exhibit "C") to be executed by the Owner. This easement shall be used for a trunk collection sewer line by the Utility and all cost for installation and maintenance of this line shall be the responsibility of the Utility.

By acceptance of this easement, the Utility does not hereby assume responsibility for maintenance of the easement area (exclusive of the line, which shall be the responsibility of the Utility).

- 4) The Utility shall have the option to extend the trunk sewer line system to provide sewer service to others adjoining this property with the understanding that the Utility or others shall pay for this added installation cost. Any easements required for this extension shall be along the boundary of Owner's property and granted by the Owner upon request by the Utility and at no cost to Utility. The Owner shall have no right to allow anyone to tie into the sewer system. If the Owner acquires any adjoining land, it cannot be tied into the sewer system without prior written approval of the Utility.

The Owner shall be responsible for and pay all costs for governmental approval, installation, maintenance, repair and replacement of lateral line within the property that ties into the Utility's trunk line. In the event that pumps or pumping stations and pressure lines are required to lift sewerage into the gravity trunk line, the Owner will be responsible for and pay all cost for installation, operation, maintenance, repair and replacement of this pressure system.

5) At the time the Owner desires sewer service for Owner's property, the Owner shall notify Utility and the Utility shall identify the point at which sewer tap is to be made. The Owner at his expense shall have the lateral sewer line run from the house to the designated point and the tap made. The installation before backfilling shall be inspected and approved by Utility's Engineer.

6) The Utility agrees to maintain the sewer plant and all sewer lines (within its jurisdiction) in proper working condition. All operations shall be in accordance with the rules and regulations of the S. C. State Board of Health, S. C. Pollution Control Authority, and the S. C. Public Service Commission.

7) The Utility will apply to the S. C. State Board of Health and S. C. Pollution Control Authority to add this property to the Utility's service area. This Agreement is contingent upon and subject to the Utility receiving approval from the aforesaid State Agencies. This service is also subject to rate adjustments in the future as may be approved by the S. C. Public Service Commission but in no event shall the rates be lower than those rates now agreed upon.

8) Only "sanitary sewer" waste as defined by the Utility from time to time will be permitted to be discharged into the sewer lines. No industrial waste and no oils, greases, disinfectants, or other chemicals which may adversely affect the natural operation of the sewer system will be allowed. The Utility may disconnect this service after ten (10) days written notice in the event of violation.

9) The Owner agrees as consideration for providing this sewer service to hereby grant the Utility the exclusive right to service this property and will not accept sewer service from any other entity without prior written consent of the Utility.

10) The Utility agrees to waive the normal residential tap fee of Two Hundred Fifty (\$250.00) Dollars for the granting of this easement.

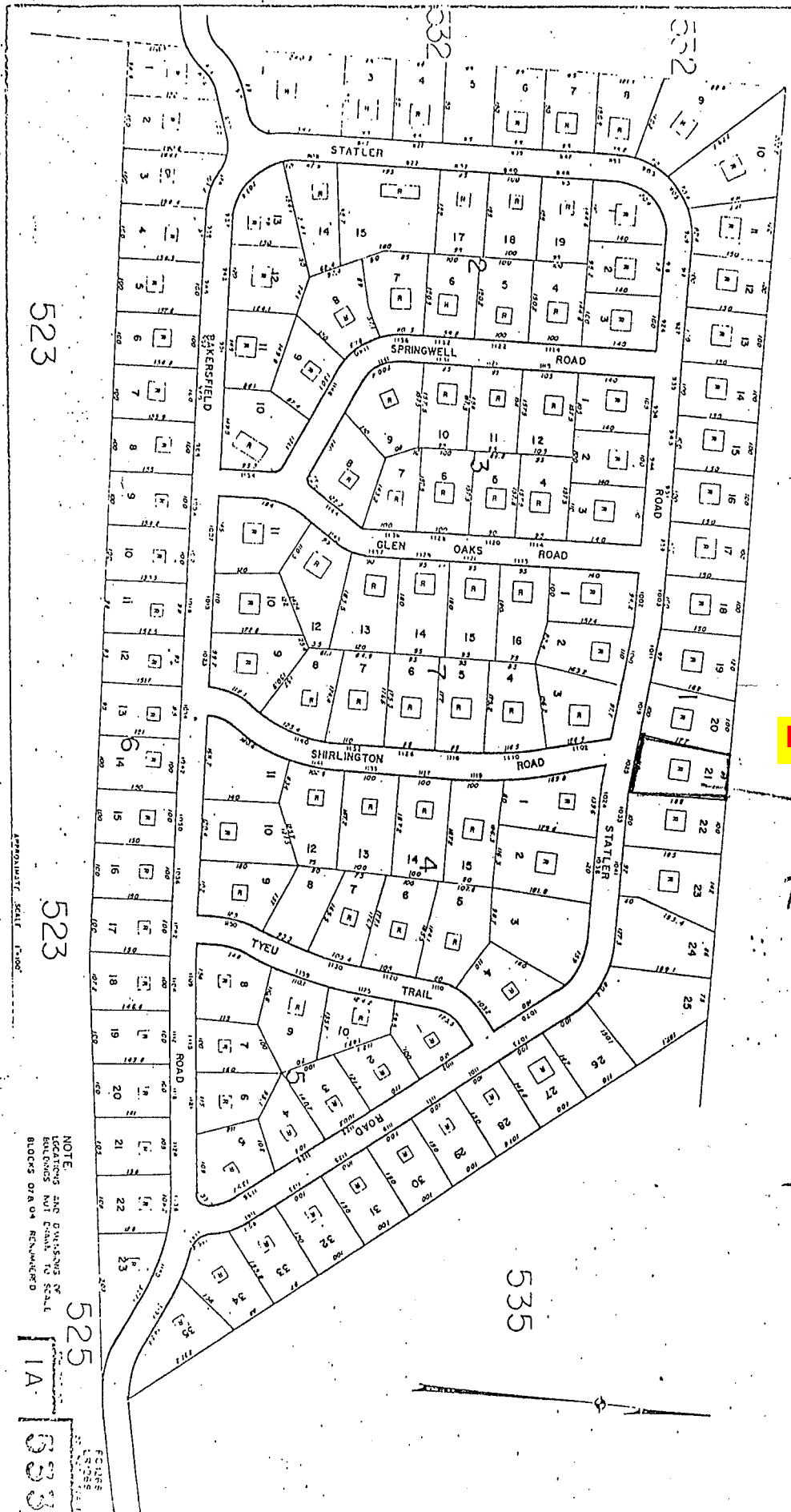
11) The Owner agrees as consideration for providing this sewer service to pay to the Utility a service charge at the rate of Three (\$3.00) Dollars per month and payable annually in advance. Service charge will not start until Owner taps line and uses service.

12) (a) In the event that annual service charge is not made within thirty (30) days after written notice, the Utility shall have the right to add to the bill a charge not to exceed one and one-half (1-1/2%) per cent (eighteen (18%) per cent annual rate) per month of the outstanding balance due until paid. The Utility shall have the further right to disconnect service for nonpayment by the Owner. In the event sewer service is disconnected, a re-connect charge shall be paid to the Utility by the Owner.

(b) In the event sewer service fees and charges are not paid as provided for hereunder and if such fees and charges are referred to an attorney for collection, the Owner agrees to pay all costs of collection including a reasonable attorney's fee.

13) This Agreement is specifically contingent upon the Utility being able to obtain, at no cost to Utility, all other easements and right-of-ways deemed desirable or necessary, in the sole discretion of the Utility, to complete the Utility's entire trunk line system to provide sewer service. In the event, the Utility is unable to obtain all easements and right-of-ways considered by the Utility to be necessary or desirable, the Utility may terminate and cancel this Agreement upon written notice to Owner. In the event of cancellation or termination pursuant, only, to this paragraph 13, all easements heretofore granted to the Utility by Owner shall be terminated and neither party hereto shall be further obligated to the other.

14) Unless changed by agreement of the parties hereto, this Agreement shall be binding on all parties until February 10, 1997, at which time this Agreement shall be automatically extended for successive periods of ten (10) years unless an instrument



523

535

523

I-20

Lot 21
Bk 1
Pg 533

535

NOTE: THE DIMENSIONS OF
BLOCKS AND BUILDING OF
BLOCKS NOT DRAWN TO SCALE
BLOCKS OR ON REMAINDER

525
533

535

Exhibit

