



April 15, 2026

Tim Callanan, County Manager
County Board of Commissioners
601 N. Laurel Street
Springfield, Georgia 31329

RE: **PI# L13098**
OLD AUGUSTA RD FROM SR21 TO CHIMNEY ROAD PHASE 1

Mr. Callanan,

Attached is a copy of the New Relocation Agreement between Georgia Power Company and Effingham County for the above referenced project.

Please sign and return the copy to the email address below:

Georgia Power Company
Attn: Jalexis Susana
X2jsusan@southernco.com

After they have been executed by Georgia Power Company we will email you a copy.

Both the total estimated cost for relocation and the Payment Amount are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, the County executes and returns the enclosed Relocation Agreement and authorizes commencement of the work. Work must commence within 6 months of the executed relocation agreement.

If you have any questions, please contact Tim Nipper at 478-451-7044.

Sincerely,

A handwritten signature in black ink that reads "Jalexis Susana".

Jalexis Susana
X2jsusan@southernco.com

Please sign the agreement, and send the electronic copy of the executed agreement to the email address below for our records:

Jalexis Susana (x2jsusan@southernco.com)

Please remit any payments to the address below:

Georgia Power Company

96 Annex

Atlanta, GA 30396-0001

(Attn: Salanda Westry)

You absolutely must reference the invoice and or PI# number on the check.

UTILITY RELOCATION AGREEMENT

PROJECT NAME: **OLD AUGUSTA RD FROM SR21 TO
CHIMNEY ROAD PHASE 1**

PROJECT NUMBER: **L13098**

GDOT PROJECT NUMBER:

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__, by and between **EFFINGHAM COUNTY**, State of Georgia (hereinafter referred to as the "County"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

WITNESSETH:

WHEREAS, the County proposes under the above written Project to construct OLD AUGUSTA RD FROM SR21 TO CHIMNEY ROAD PHASE 1 (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1 **THE WORK**

1.1 **Company Facilities**

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 Road Right-of-Way

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 Traffic Control

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

Section 2 COSTS AND PAYMENT

2.1 Compensable Property Interests.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is ONE HUNDRED FORTY-THREE THOUSAND AND NINE HUNDRED NINETEEN Dollars (\$143,919.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is ONE HUNDRED FORTY-THREE THOUSAND AND NINE HUNDRED NINETEEN Dollars (\$143,919.00), otherwise reflected as **ONE HUNDRED percent (100%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to the lesser of (a) ONE HUNDRED FORTY-THREE THOUSAND AND NINE HUNDRED NINETEEN Dollars (\$143,919.00), otherwise reflected as **ONE HUNDRED percent (100%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of actual Relocation Costs representing Company's compensable property interests with respect to the Project. County will also pay Company for the

costs of any improvements or betterments of a Facility being made solely at County's request and not being made necessary by the proposed construction and/or maintenance.

2.2 Progress Payments

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

2.3 Change in Scope

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If County does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of County's receipt of same, the Reimbursement Claim will be deemed approved by County.

Section 4 **DISPUTE RESOLUTION**

4.1 **Disagreement**

If Company disagrees with County's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

4.2 **Dispute Notice**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

4.3 **Mediation**

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

Section 5 **VERIFICATION**

5.1 **Material Discrepancy**

For purposes of this Section 5, “Verification” means that County has reasonably determined that there is a material discrepancy between Company’s invoiced charges and County’s calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 **Audit**

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company’s business activities and subject to Company’s reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company’s Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6 **COUNTY AS PARTY**

County acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,” as prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.

Section 7 **COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company’s facilities required by the Project. If County fails to authorize commencement of the Work by September 8, 2026, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing County with notice in writing. If County fails to sign and return this Agreement to Company September 8, 2026, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

Section 8 **MISCELLANEOUS PROVISIONS**

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST:

EFFINGHAM County, GEORGIA

By: _____

By: _____

Title: _____

Chairman, Board of Commissioners

Witness: _____

(SEAL)

Notary: _____

(SEAL)

Approved as to Form by:

**Effingham County Department of
Transportation**

Recorded on the Minutes of the County Commission at Minute Book ____, Page ____.

ATTEST:

GEORGIA POWER COMPANY

By: _____

By: _____

Title: _____

Witness: _____

Date: _____

Notary: _____

(SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]



DOT Prior Rights Research PI# L13098
Old Augusta Rd from SR 21 to Chimney
Rd – Effingham County

Prepared By: Braden Beaudreau

Date: October 31, 2025

Prior rights research for the above project in Effingham County is complete. A thorough search has been performed in the Georgia Power Company LIMS database by Georgia Militia District (G.M.D.), Savannah Map Section, property owners and address. The project is in the EFF-20th Savannah Map Section and 9th G.M.D. of Effingham County. The conflict locations are along Old Augusta Road and Logistics Parkway.

Distribution:

Distribution Base Map Numbers: 1368-0736, 1368-0738

Savannah Electric and Power Company, a predecessor to Georgia Power Company, originally acquired easements for distribution facilities along the project area portion of Old Augusta Road in 1997 (PSN 518990 and PSN 519993). Later modifications occurred via easements acquired in 2008 (PSN 574966 and PSN 574968).

Conclusion:

Compensability status of the work locations in conflict is listed in the table below. Effingham County must provide evidence of earlier right-of-way if the county is claiming prior rights.

EFFINGHAM COUNTY
Old Augusta Rd from SR 21 to Chimney Rd
PI # L13098
October 31, 2025

Work Loc. #	Compensable	Non-Compensable	Comments
Drawing No. 24-0001			NO CONFLICTS
Drawing No. 24-0002			
34	X		To-From Location #36
Drawing No. 24-0003			
36	X		James H. Snooks (PSN 518993, 1997); Jesse W. Exley (PSN 518990, 1997); Richard A. Kyall II (PSN 574966, 2008)
37	X		To-From Location #36
38	X		To-From Location #36
Drawing No. 24-0004			
41	X		To-From Location #43
43	X		James H. Snooks (PSN 518993, 1997); Jesse W. Exley (PSN 518990, 1997); Joye Polk (PSN 574968, 2008)
44	X		To-From Location #43
46	X		James H. Snooks (PSN 518993, 1997); Jesse W. Exley (PSN 518990, 1997); Joye Polk (PSN 574968, 2008)
Drawing No. 24-0005			NO CONFLICTS
Drawing No. 24-0006			NO CONFLICTS
Drawing No. 24-0007			NO CONFLICTS

STATE OF GEORGIA

COUNTY OF EFFINGHAM

FILED FOR RECORD
D.D. BK: 473
PAGE NO: 139

EASEMENT

139

93 APR 17 PM 12:20

KNOW ALL MEN BY THESE PRESENTS, that the Undersigned, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, in hand paid by SAVANNAH ELECTRIC AND POWER COMPANY, a corporation (hereinafter called the Company), the receipt and sufficiency whereof is hereby acknowledged, does hereby grant to said Company LESLIE Z. HURSEY

The right to construct, operate, repair, renew and maintain overhead and underground facilities required for an electric transmission and distribution system over, under and across the land, and upon, along and under the streets and roads adjoining the said land in EFFINGHAM County, Georgia, described as follows:

ALL that certain lot, tract or parcel of land situate, lying and being in the 9th G.M. District of Effingham County, Georgia, containing 248.4 acres, more or less, being shown on a survey by Paul D. Wilder, dated April 12, 1996, recorded in Plat Cabinet "A", slide 354-C, in the Office of the Clerk of Superior Court of Effingham County, Georgia. Said land being described by that certain deed recorded in Deed Book 143, page 400, in the Office of the Clerk of Superior Court of Effingham County, Georgia.

It is agreed that Grantee has the option or privilege to permit attachment to public utilities engaged in telephone, telegraph or television cable service to be made to the poles covered by this agreement.

006459

DOCUMENT FILE
DO NOT REMOVE

Plat Book B
Folio 012-E

Said land being more fully shown on the plat hereinafter referred to, and in connection therewith the Company shall have full rights to locate, construct and maintain concrete foundation pads and transformer vaults; install, operate and maintain metal enclosed transformers with related accessories; locate, construct and maintain underground conduits; install, operate and maintain underground cables; locate, construct, operate and maintain overhead poles, guys and conductors; install, construct, operate and maintain fixtures, equipment and accessories necessary and desirable in connection with all of the foregoing, subject nevertheless, to the provision that the same shall be located as depicted and shown upon a plat of said land made by or for said Company, identified as Savannah Electric and Power Company Drawing No. LEP - 2261, dated 03/04/98, a copy of which is hereby attached and made a part hereof for all purposes.

The Company shall have the right to inspect, alter, improve, repair, remove and rebuild said facilities together with the rights and privileges necessary and convenient for the full use and enjoyment thereof, including but not limited to rights of ingress and egress to and upon the described lands, and contiguous lands of Undersigned for the purpose of exercising the rights and privileges herein granted, and to cut or trim at any time trees which in the judgment of the Grantee will interfere with the construction, operation or maintenance of said electric transmission and distribution system.

The Undersigned covenants and agrees not to locate or construct any buildings or structures over or within the utility easement areas and rights-of-way without written notification to Company and submission of written plans of proposed construction, and Undersigned further covenants and agrees to reimburse Company for any and all relocation of underground facilities necessitated by Undersigned's construction on, over or within said utility easement areas and to acquire and furnish Company acceptable easements for said relocation.

Undersigned shall not use or cause to be used said easement areas in any way or manner which would create a dangerous condition with respect to said facilities or create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof.

Undersigned shall notify Company thirty (30) days in advance of any construction or installation of overhead or underground utilities, other than those of Company, to be located within the easement areas described herein or within such other easement areas as may be mutually agreed upon.

Should Company remove or abandon the use of said facilities, or fail for any reasonable period of time to exercise the rights herein granted, then in that event all rights and privileges hereunder shall cease and the easement, privileges and rights herein granted shall revert to Undersigned.

Undersigned covenants that he has the right to convey this easement and that Company shall have quiet and peaceful possession, use and enjoyment of said easement.

All covenants, terms, provisions and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set his hand(s) and seal(s) this the 16th day of DECEMBER, 19 97.

Signed, sealed and delivered
in the presence of:

Witness: Wanda Lippard
Kenneth J. B. [Signature]
Notary Public, State of Georgia
County of EFFINGHAM

Jesse W. Exley (LS)
JESSE W. EXLEY
Date _____ (LS)

EASEMENT

From

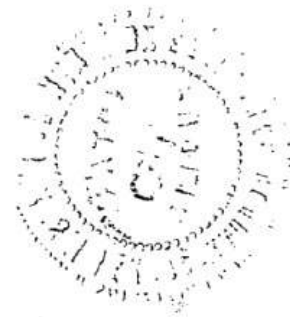
To

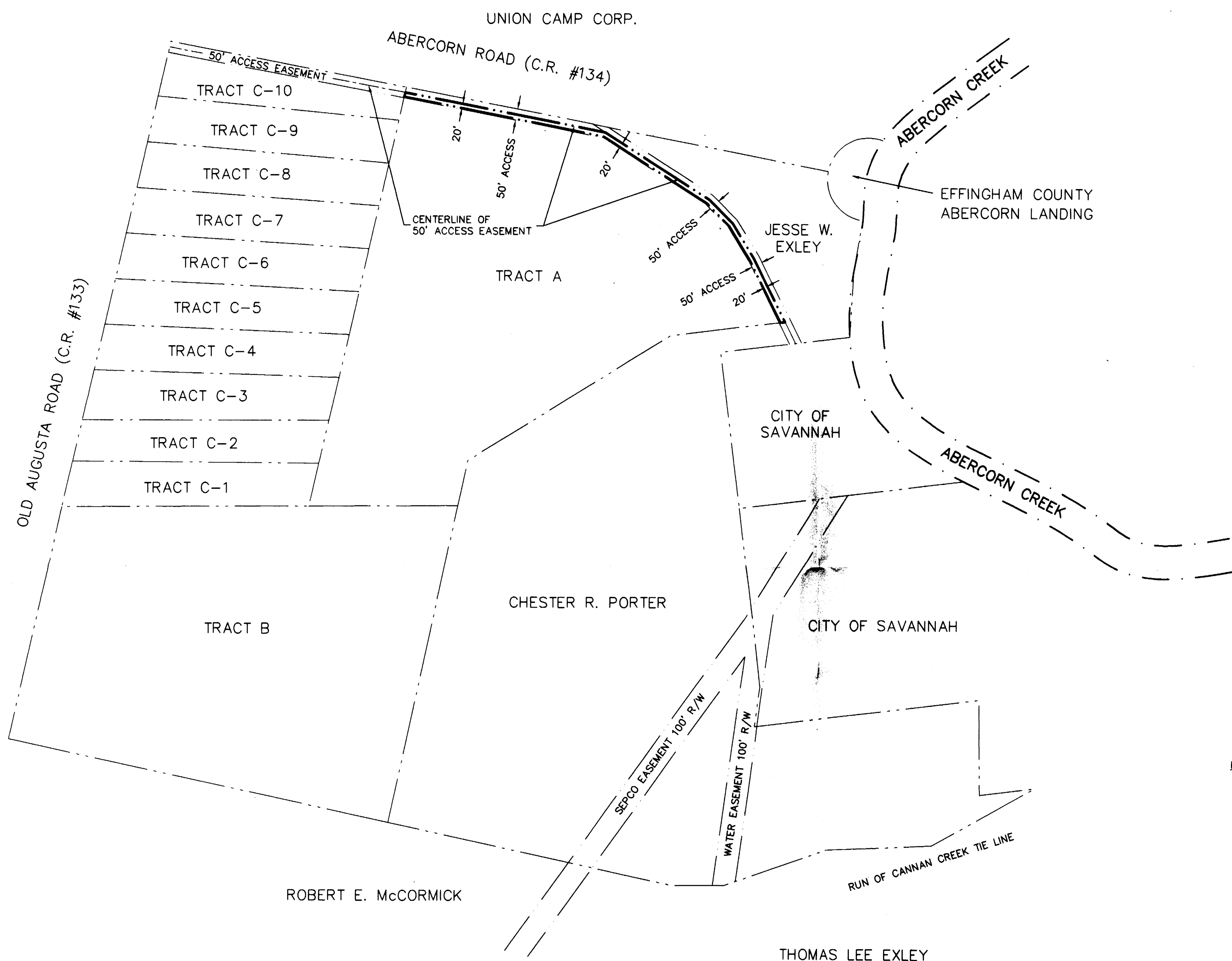
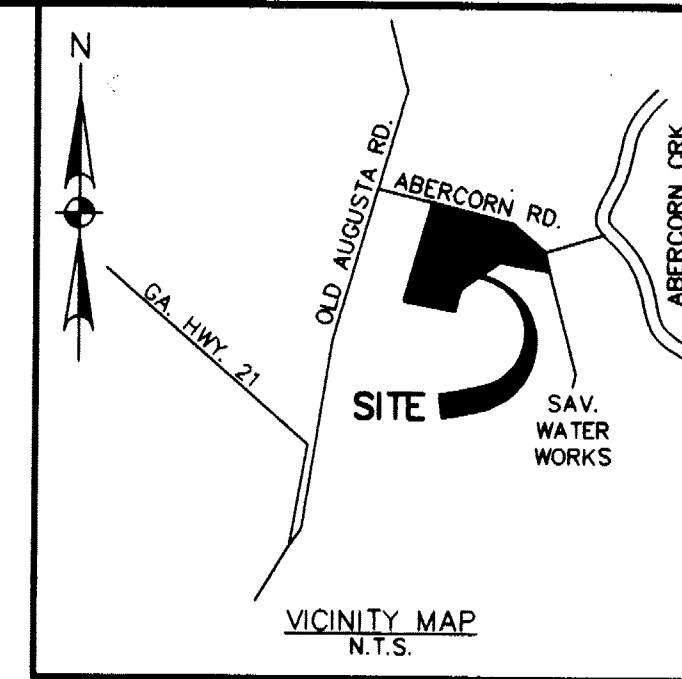
Savannah Electric & Power Co.

Received for record.....day of.....

19.....,o'clockM.

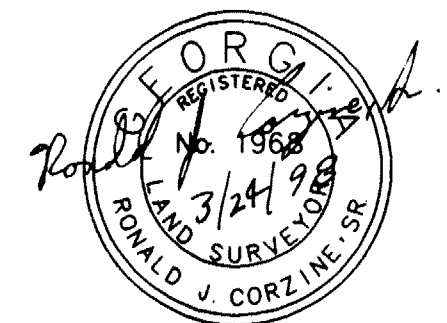
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Clerk, Superior Court.





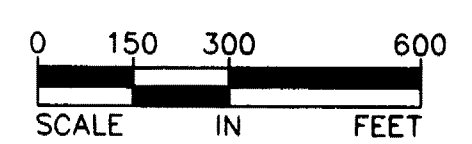
PLAT REFERENCE
PLAT RECORD BOOK 'A', SLIDE 354-C
DATED APRIL 12, 1996

E.O.C. FIELD: N/A
E.O.C. PLAT: N/A
ANGLE ERROR/POINT: N/A
ADJUSTMENT: N/A
EQUIPMENT: 1) 200' STEEL TAPE
2)
3)



RONALD J. CORZINE, SR.
P.O. BOX 380
SPRINGFIELD, GEORGIA 31329
912.754.2770

IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF
ELECTRIC POWER LINES AND/OR EASEMENT STRIPS PLATTED
AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM
STANDARDS AND REQUIREMENTS OF LAW. EXTERIOR
PROPERTY LINES HAVE NOT BEEN SURVEYED.



--- PROPOSED SEPCO EASEMENT
--- EXISTING SEPCO EASEMENT

PLAT TO ACCOMPANY EASEMENT AGREEMENT WITH		
JESSE W. EXLEY		
TO SERVE		
JAMES H. SNOOKS		
EFFINGHAM COUNTY, GA.		
SAVANNAH ELECTRIC AND POWER CO.		
ENGINEERING DEPARTMENT		
3100 KILOWATT DRIVE, 31405 912.944.3595		
MAP SECTION	SCALE: 1"=300'	DRAWING NUMBER
EF-20	DATE: 3-4-98	LEP-2261

Map 1111-1
EFFINGHAM COUNTY
W.O. # 64577
P.E. # 001

E A S E M E N T

FROM

JESSE W. EXLEY

TO

SAVANNAH ELECTRIC & POWER COMPANY

BOOKED FOR RECORD
BOOK
PAGE NO. 01789 0435

2008 SEP 17 AM 11:15

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

Georgia Power Company
Attention: Connie Martin
Land Department - Bin 10151
241 Ralph McGill Boulevard, NE
Atlanta, GA 30308-3374

Name of Line	OLD AUGUSTA ROAD FROM SR 21 TO CHIMNEY ROAD		
No 4400	(EFFINGHAM COUNTY) DISTRIBUTION LINE		
Parcel No 009	Account No	69596-003818-0-89251-30000000	
Letter File 9-9651	Deed File	16918	Map File N/A

State of Georgia

E A S E M E N T

Effingham County

Received of Georgia Power Company, hereinafter called the Company, the sum of Ten and 00/100 ***** Dollars (\$ 10.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, in exchange for which the undersigned Richard A. Kyall II whose Post Office Address is

1983 Old Augusta Road , Rincon, GA 31326

does hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon along and across that tract of land owned by the undersigned at

1983 Old Augusta Road , Rincon, GA 31326

(address of property) in the 9th GMD (Georgia Militia District) of EFFINGHAM County, Georgia .

Said lands being more particularly described on a plat marked "Exhibit A" and attached hereto and made a part hereof,

together with the right to construct, operate, and maintain continuously upon and under said lands, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures, and appliances, including the right to attach communication facilities to said poles, to stretch communication or other lines on said poles, or under said lands and to attach related apparatus, fixtures, and appliances, with the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company, or person, to said poles for electric, communications or other purposes, upon or under said lands with necessary appliances; with the right to assign this easement in whole or in part; together with the right at all times to enter upon said lands for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures, and appliances, all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground

BOOK PAGE

01789 0436

Parcel 009 Name of Line OLD AUGUSTA ROAD FROM SR 21 TO CHIMNEY ROAD

lines, transformers, fixtures, and appliances; also the right of ingress and egress over the property of the undersigned to and from said lines. The rights herein granted include without limitation all the necessary rights for Company to install and maintain electrical and communication lines and facilities to existing and future structure(s) under the easement terms herein provided, on the property of the undersigned. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within fifteen (15') feet of the distribution pole line, plus the right to install and maintain anchors and guy wires as needed in the construction and maintenance of the above mentioned distribution line.

Said Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this 15th day of August, 2008.

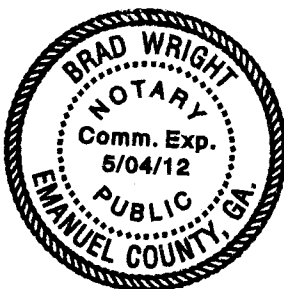
Signed, sealed and delivered
in the presence of:

Witness

Richard A. Kyatt II

(SEAL)

Notary Public



Georgia Power Company Easement 789

0437

Drawing is not to scale

Property of: Richard A. Kyali II

property: 1983 Old Augusta Road

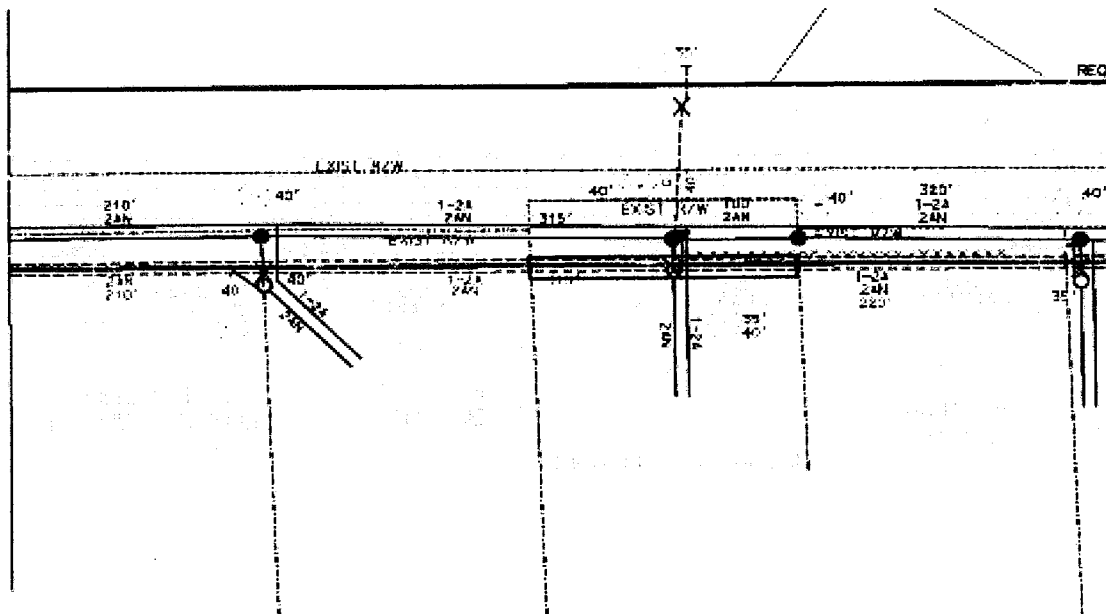


EXHIBIT A

Georgia Power Company Easement Overhead Distribution Line

Easement is fifteen feet (15') each side of the distribution line.

Legend

Easement Area

1 CC460

FILED FOR RECORD
D.D. BK: 460
PAGE NO: 674

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Rev. 11/22/94

Savannah Electric and Power Company
3100 Kilowatt Drive
Savannah, GA 31405ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

STATE OF GEORGIA

EASEMENT

COUNTY OF EFFINGHAM

For and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned hereby grant(s) to the **SAVANNAH ELECTRIC AND POWER COMPANY**, its successors and assigns, the right to construct, and maintain an electric transmission and distribution system over, and across the land, or upon, along and under the streets and roads adjoining the said land in EFFINGHAM County, Georgia, described as follows:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH G.M.D. OF EFFINGHAM COUNTY, GEORGIA, CONTAINING 50 ACRES, MORE OR LESS: BEING SHOWN ON A SURVEY BY PAUL WILDER, DATED MARCH 13, 1997, RECORDED IN PLAT CABINET A, SLIDE 380-D, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA. SAID LAND BEING BOUNDED AS FOLLOWS: ON THE NORTH BY ABERCORN ROAD, ON THE SOUTHEAST BY LANDS OF JESSE W. EXLEY, ON THE SOUTHWEST BY LANDS OF JESSE W. EXLEY, AND ON THE NORTHWEST BY OLD AUGUSTA ROAD. SAID LAND BEING DESCRIBED BY THAT CERTAIN DEED RECORDED IN DEED BOOK 431, PAGE 690, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA.

IT IS FURTHER AGREED THAT GRANTEE HAS THE OPTION OR PRIVILEGE TO PERMIT ATTACHMENT TO PUBLIC UTILITIES ENGAGED IN TELEPHONE OR TELEVISION CABLE SERVICE TO BE MADE TO THE POLES COVERED BY THIS AGREEMENT.

Said electric transmission and distribution system with accompanying poles, wires, crossarms, guys and other equipment is to be constructed in such manner as the Grantee may deem necessary, and permission is hereby given to patrol, repair and renew the same from time to time, and to cut or trim at any time trees which in the judgment of the Grantee will interfere with the construction, operation or maintenance of said electric transmission and distribution system.

IN WITNESS WHEREOF, the Grantor(s) HAS hereunto set THEIR hand(s) and seal(s) this the 16th day of Dec, 1997

Signed, sealed and delivered
in the presence of:

Kenneth J. Burgstiner
WITNESS

James H. Snooks (LS)
JAMES H. SNOOKS

Court Stanne Horton
Notary Public, State of Georgia
County of Effingham
My Commission Expires 7-2-2000

**DOCUMENT FILE
DO NOT REMOVE**

1274

EFFINGHAM COUNTY

16133 O. # 6000648

P.E. # 001

EASEMENT

From

JAMES H. SNOOKS

To

Savannah Electric & Power Co.

Received for record _____ day of _____

19 _____ o'clock _____ M.

Clerk, Superior Court.

BOOK PAGE
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01789 BOOK 0441
PAGE NO. _____

2008 SEP 17 AM 11:15

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

Georgia Power Company
Attention: Connie Martin
Land Department - Bin 10151
241 Ralph McGill Boulevard, NE
Atlanta, GA 30308-3374

Name of Line	OLD AUGUSTA ROAD FROM SR 21 TO CHIMNEY ROAD		
No 4400	(EFFINGHAM COUNTY) DISTRIBUTION LINE		
Parcel No 012	Account No	69596-003818-0-89251-30000000	
Letter File 9-9651	Deed File	16918	Map File N/A

State of Georgia

E A S E M E N TEffingham County

Received of Georgia Power Company, hereinafter called the Company, the sum of
Ten and 00/100 ***** Dollars

(\$ 10.00), and other good and valuable consideration, the receipt
and sufficiency whereof are hereby acknowledged, in exchange for which the
undersigned **Joye Polk**

whose Post Office Address is

1921 Old Augusta Road , Rincon, GA 31326

does hereby grant and convey to said Company, its successors and assigns,
the right, privilege and easement to go in, upon along and across that tract of
land owned by the undersigned at

1921 Old Augusta Road , Rincon, GA 31326

(address of property) in the 9th GMD (Georgia Militia District) of
EFFINGHAM County, Georgia .

Said lands being more particularly described on a plat marked
"Exhibit A" and attached hereto and made a part hereof,

together with the right to construct, operate, and maintain continuously upon
and under said lands, its lines for transmitting electric current, with poles,
wires, transformers, service pedestals, and other necessary apparatus,
fixtures, and appliances, including the right to attach communication
facilities to said poles, to stretch communication or other lines on said
poles, or under said lands and to attach related apparatus, fixtures, and
appliances, with the right to permit the attachment of the cables, lines,
wires, apparatus, fixtures, and appliances of any other company, or person, to
said poles for electric, communications or other purposes, upon or under said
lands with necessary appliances; with the right to assign this easement in
whole or in part; together with the right at all times to enter upon said lands
for the purpose of inspecting said lines, making repairs, renewals, alterations
and extensions thereon, thereunder, thereto or therefrom; together with the
right to cut away and keep clear of said overhead or underground lines,
transformers, fixtures, and appliances, all trees and other obstructions that
may in the opinion of the Company now or hereafter in any way interfere or be
likely to interfere with the proper operation of said overhead or underground

BOOK

PAGE

01789 0442

Parcel 012 Name of Line OLD AUGUSTA ROAD FROM SR 21 TO CHIMNEY ROAD

lines, transformers, fixtures, and appliances; also the right of ingress and egress over the property of the undersigned to and from said lines. The rights herein granted include without limitation all the necessary rights for Company to install and maintain electrical and communication lines and facilities to existing and future structure(s) under the easement terms herein provided, on the property of the undersigned. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within fifteen (15') feet of the distribution pole line, plus the right to install and maintain anchors and guy wires as needed in the construction and maintenance of the above mentioned distribution line.

Said Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the undersigned ha S hereunto set her hand and seal, this 15th day of August, 2008.

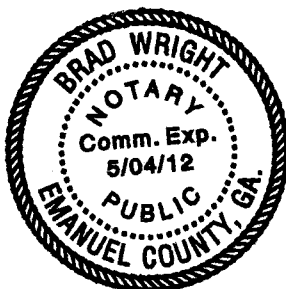
Signed, sealed and delivered
in the presence of:

Witness

Joye Folk
Joye Folk

(SEAL)

Brad Wright
Notary Public



Georgia Power Company Easement

Drawing is not to scale

Property of: Joye Polk

property: 1921 Old Augusta Road

ent 789

0443

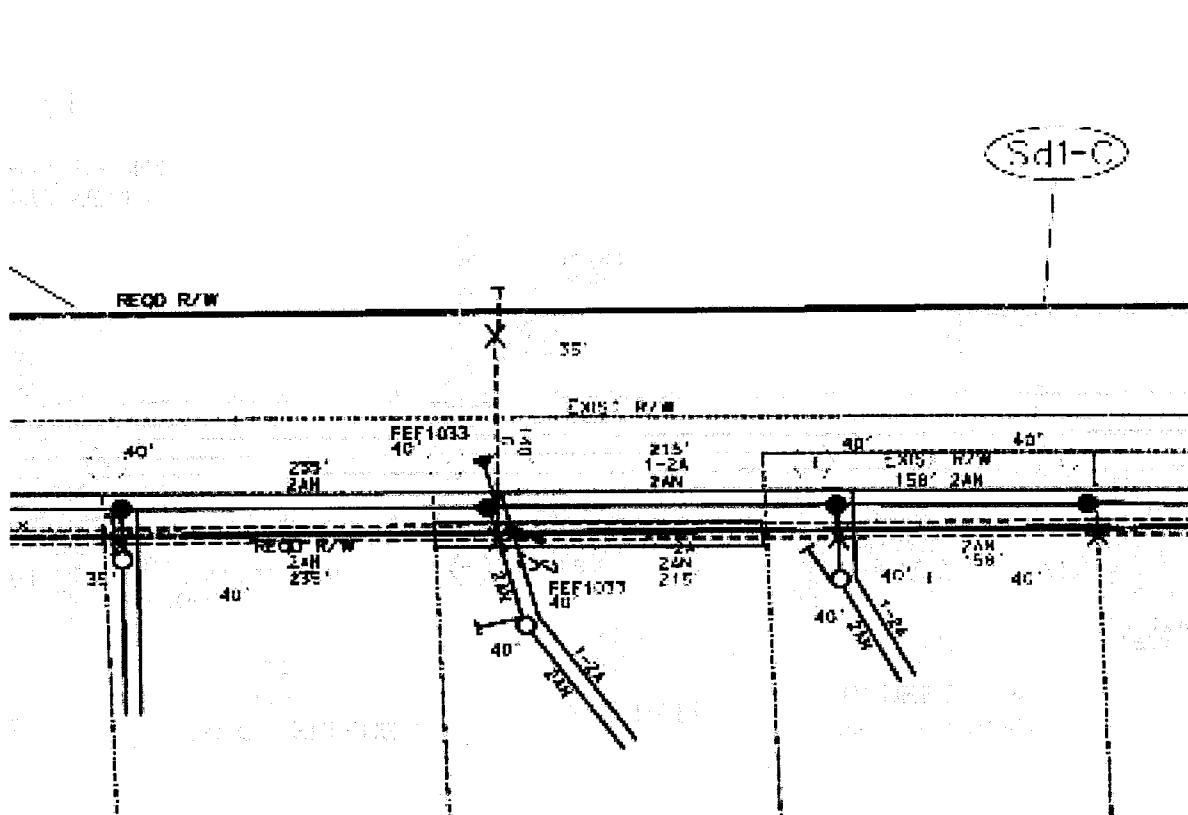


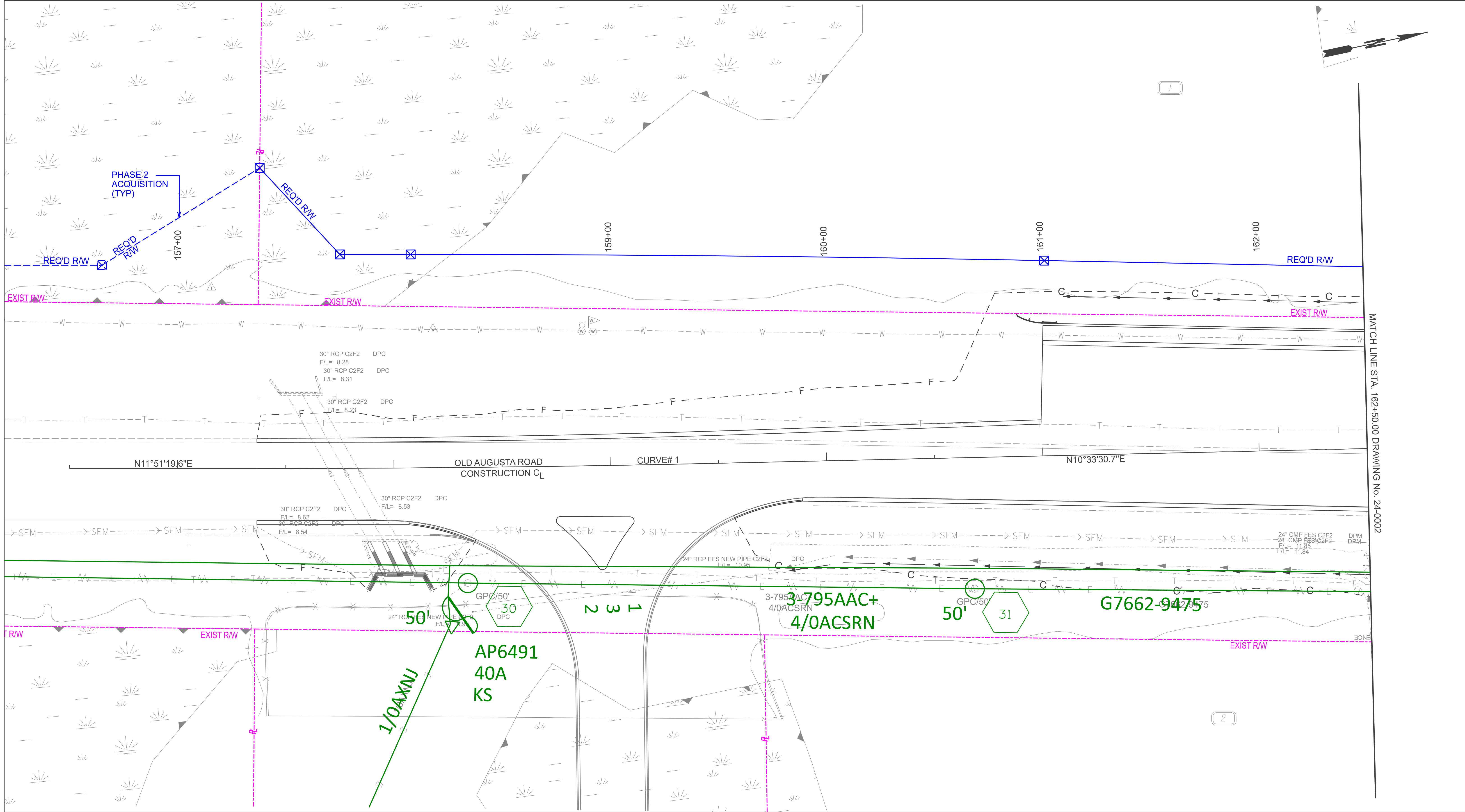
EXHIBIT A

Georgia Power Company Easement Overhead Distribution Line

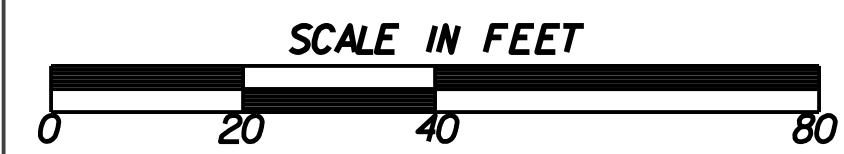
Easement is fifteen feet (15') each side of the distribution line.

Legend

Easement Area



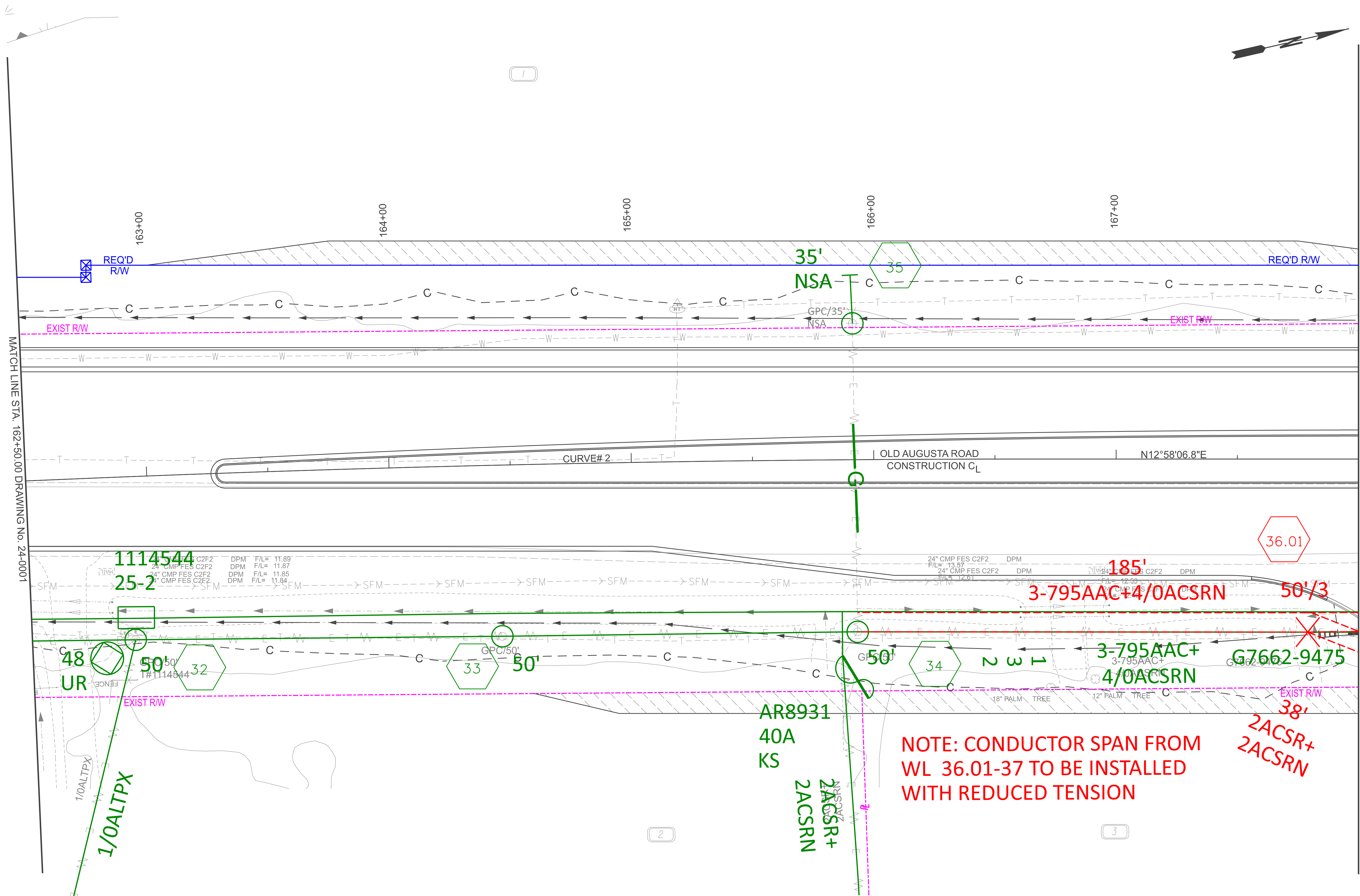
MATCH LINE STA. 162+50.00 DRAWING No. 24-0002



ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 09/05/2025	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

ENGINEERED BY: TIMOTHY AARON NIPPER	DATE: OCT 2025
PROJECT TITLE: OLD AUGUSTA RD FROM SR21 TO CHIMNEY ROAD	
PROJECT #:	
WORK ORDER #: GP892H15125	PI: L13098
REGION: SAVANNAH AREA	HQ: SPRINGFIELD
COUNTY: EFFINGHAM	
MAP REFERENCE: 1365-0730	DWG #: 24-0001



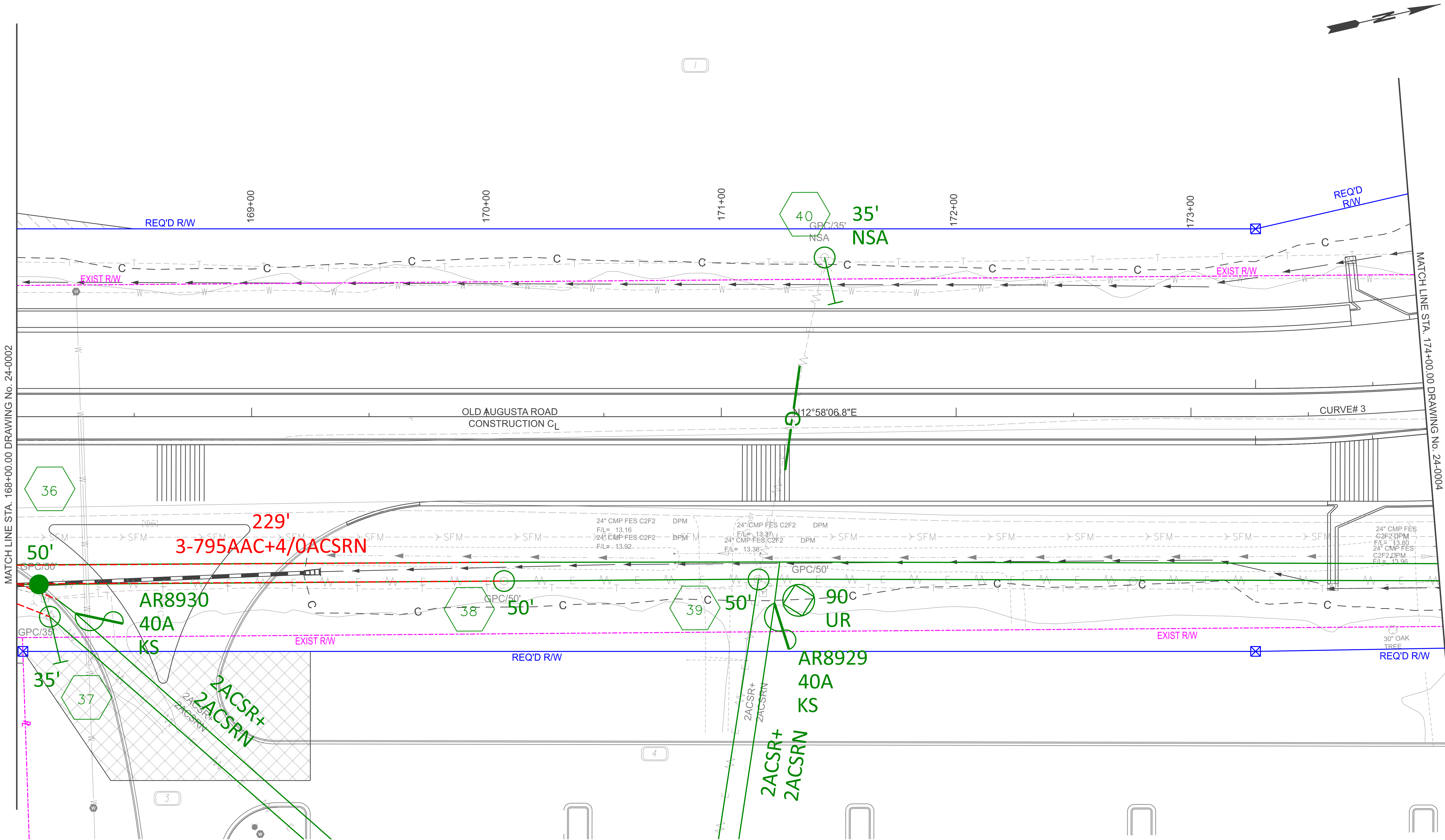


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DATE: OCT 2025
PI: L13098
HQ: SPRINGFIELD
DWG #: 24-0002

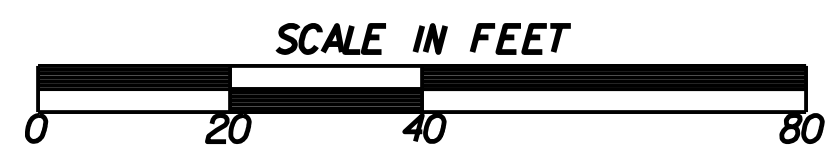
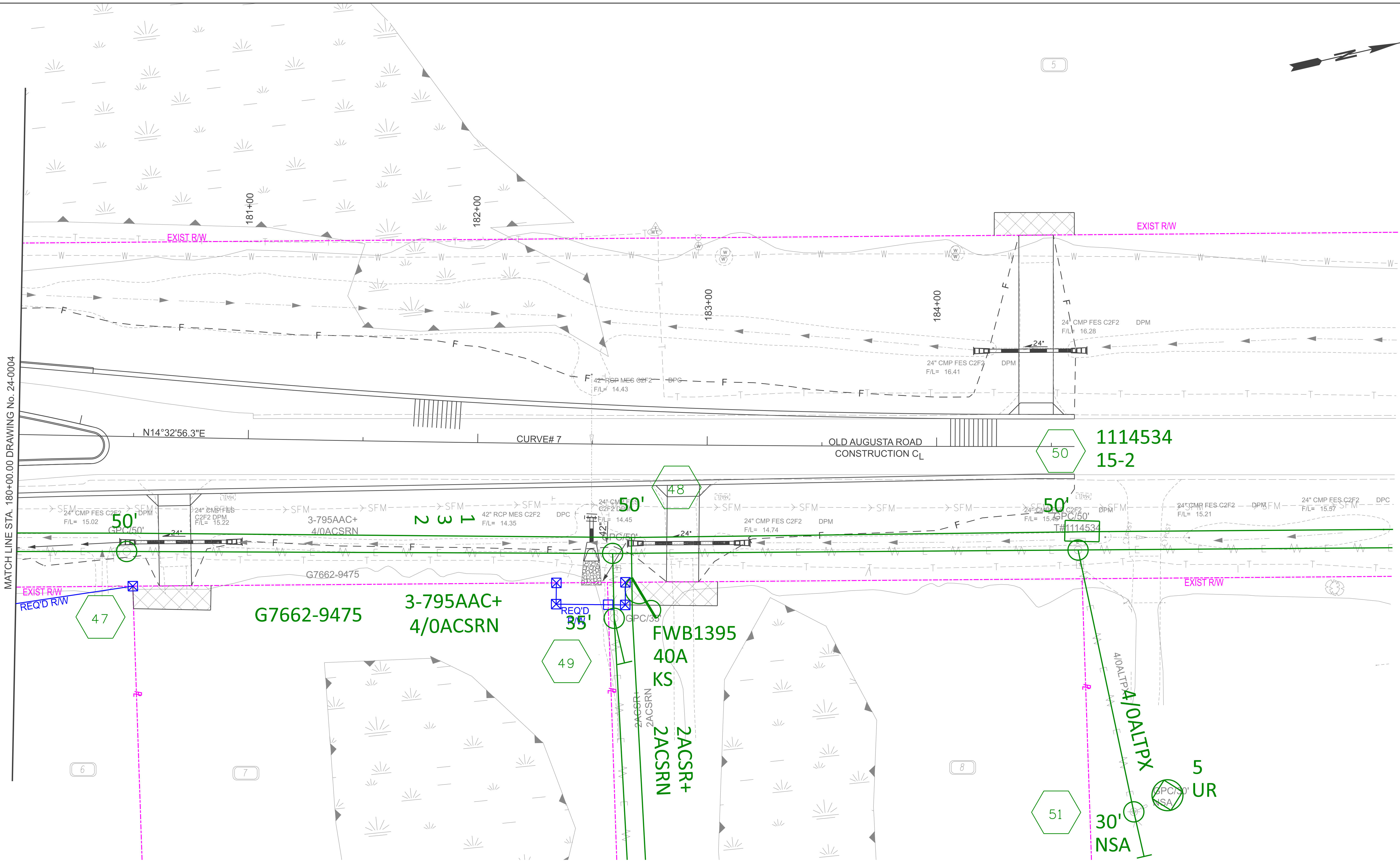




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REGION: SAVANNAH AREA	HQ: SPRINGFIELD
COUNTY: EFFINGHAM	
MAP REFERENCE: 1365-0730	DWG #: 24-0003



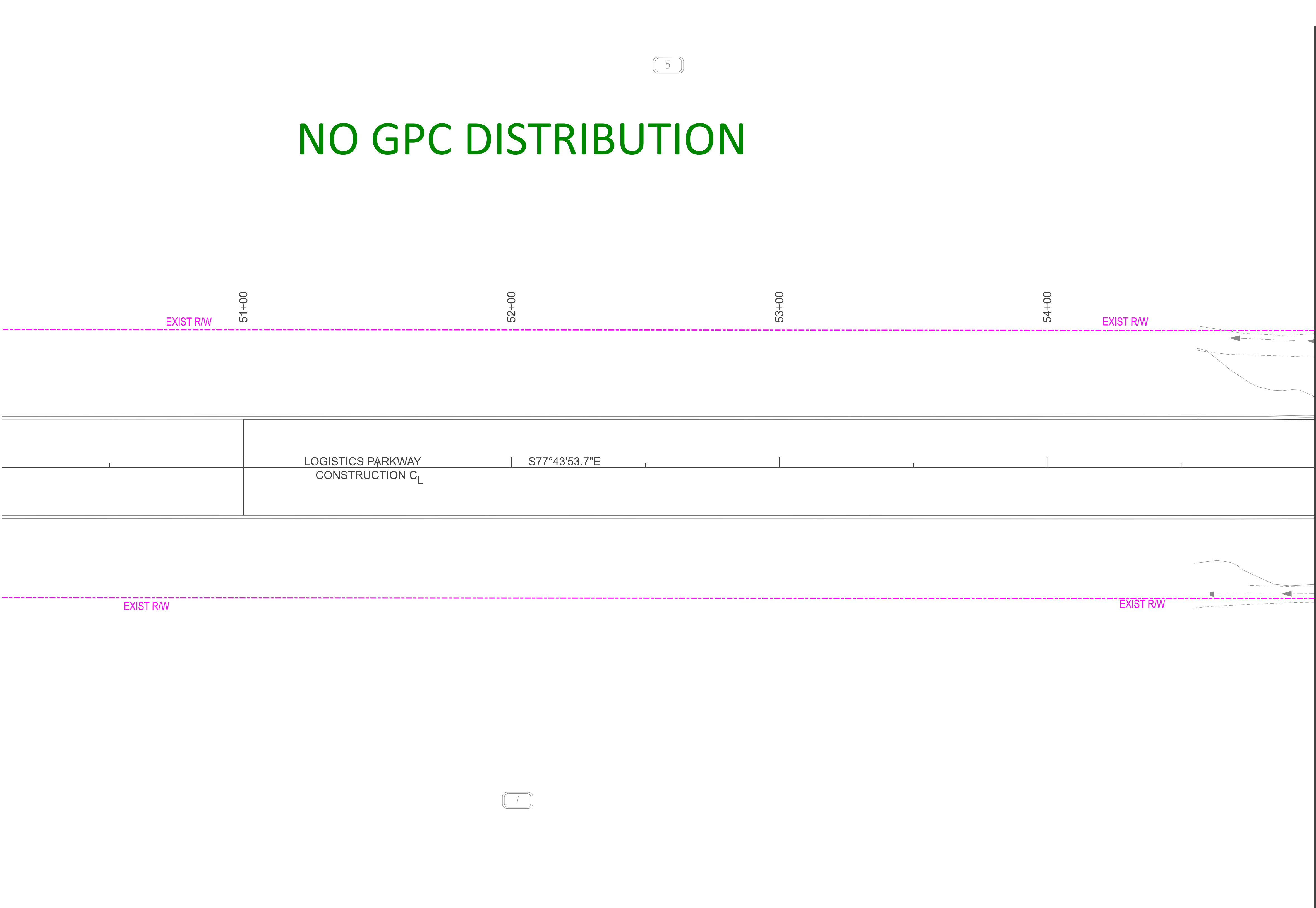


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REGION: SAVANNAH AREA	HQ: SPRINGFIELD
COUNTY: EFFINGHAM	
MAP REFERENCE: 1365-0730	DWG #: 24-0005



NO GPC DISTRIBUTION



SCALE IN FEET

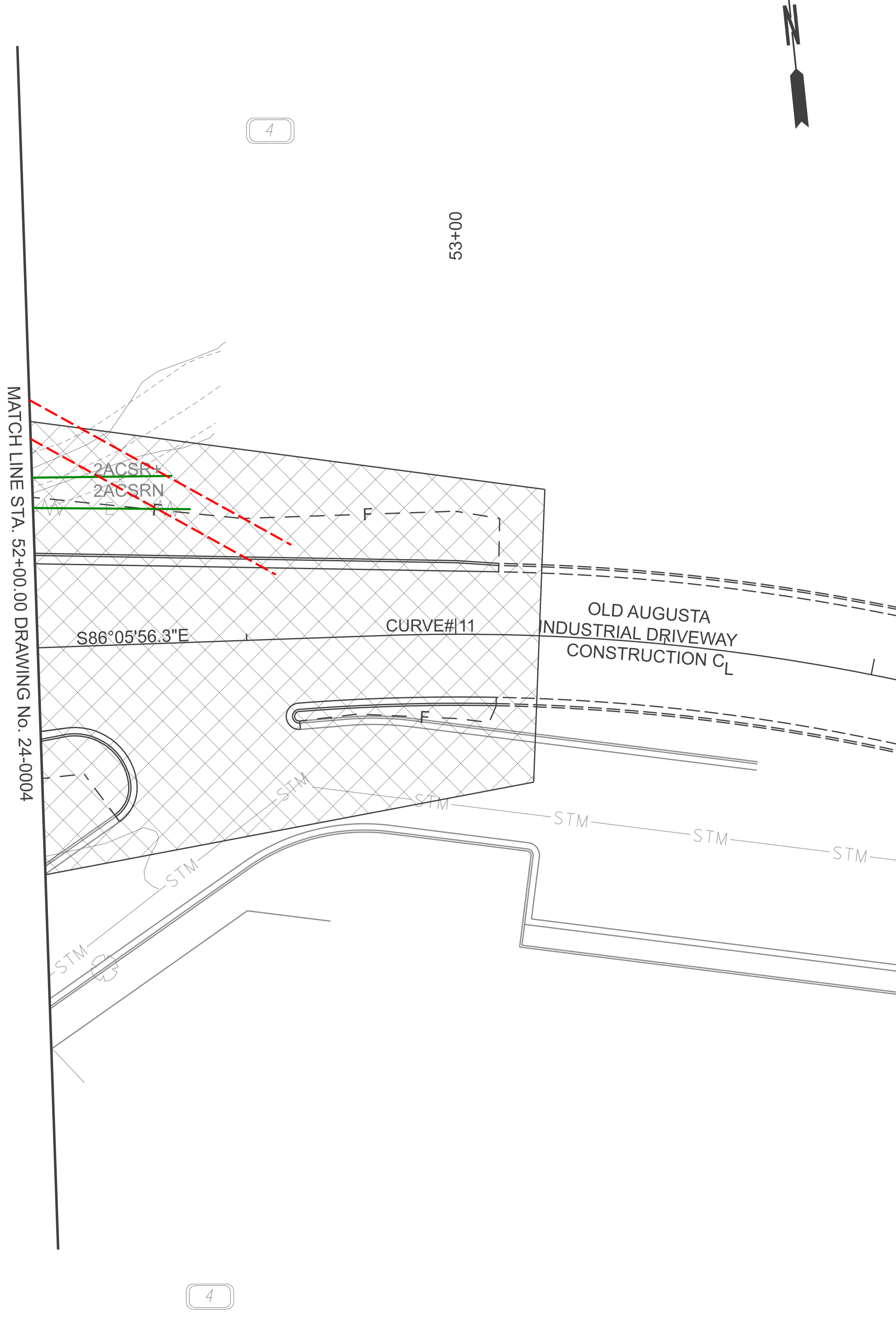
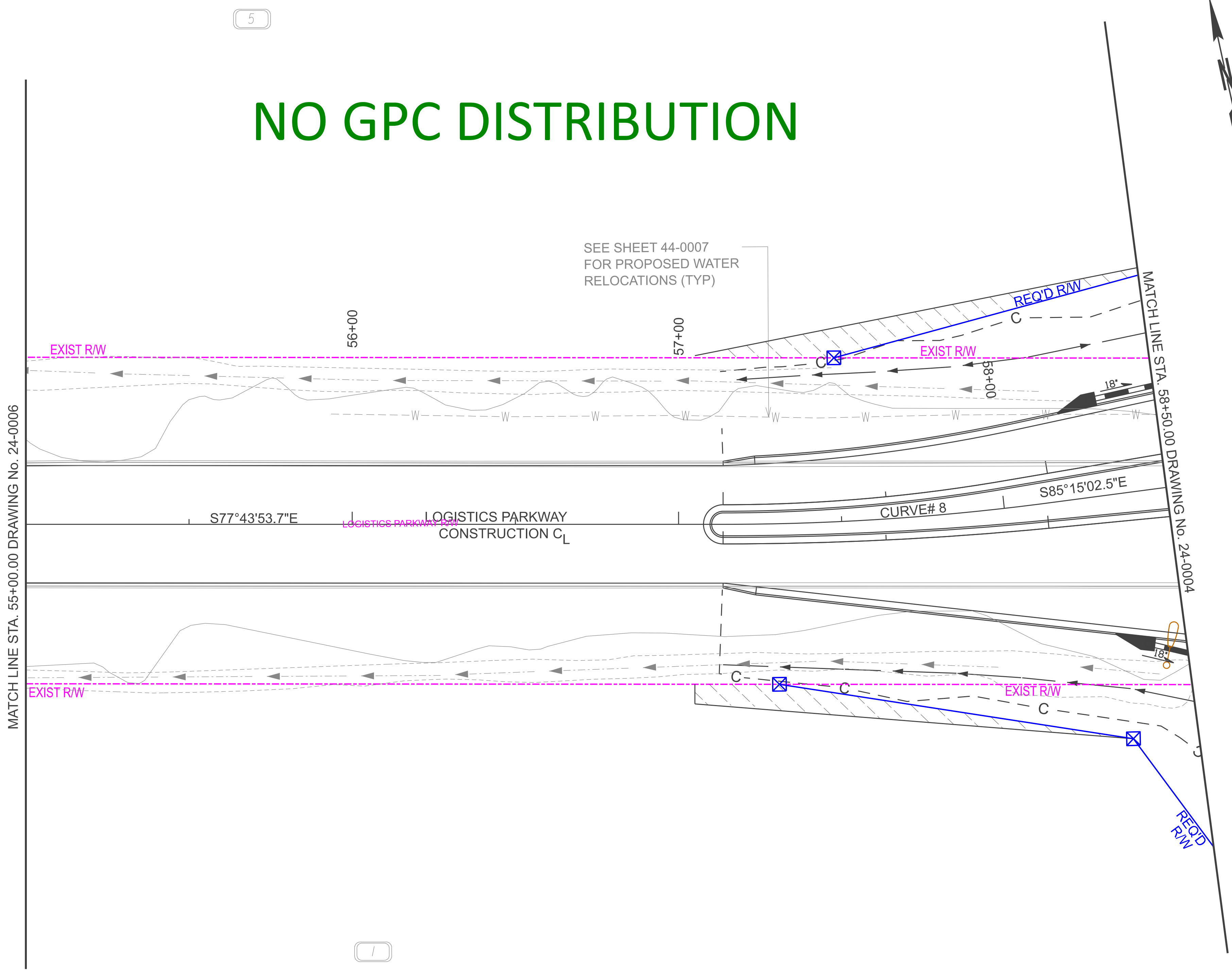
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COUNTY: EFFINGHAM	
MAP REFERENCE: 1365-0730	DWG #: 24-0006



NO GPC DISTRIBUTION



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REGION: SAVANNAH AREA			
COUNTY: EFFINGHAM			
MAP REFERENCE: 1365-0730			

