



December 15, 2025

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

RE: **PI# L11786 - HODGEVILLE RD @ GOSHEN RD ROUNDABOUT I-08B**

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 to the email address below:

Georgia Power Company
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 cursive script that reads "Jalexis Susana".

Jalexis Susana
x2jsusan@southernco.com

Attachments

Please sign the agreement and send the electronic copy to the email address below:

Jalexis Susana (x2jsusan@southernco.com)

After the agreement has been executed by Georgia Power Company, we will email a copy to you for your records.

Please remit any payments to the address below:

Georgia Power Company

96 Annex

Atlanta, GA 30396-0001

(Attn: Salanda Westry)

Please reference the invoice and or PI# number on the check.

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 THIRTY-EIGHT THOUSAND AND EIGHT HUNDRED SIXTY-TWO Dollars (\$138,862.00). 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 THIRTY-EIGHT THOUSAND AND EIGHT HUNDRED SIXTY-TWO Dollars (\$138,862.00), 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 THIRTY-EIGHT THOUSAND AND EIGHT HUNDRED SIXTY-TWO Dollars (\$138,862.00), 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 December 15, 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 December 15, 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# L11786
Hodgeville Rd @ Goshen Rd Roundabout
I-08B – Effingham County

Prepared By: Braden Beaudreau

Date: November 10, 2023

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 Savannah Map Section, Georgia Militia District (G.M.D.), property owners and address. The project is in the 9th G.M.D. and Savannah Map Section EFF-34 of Effingham County. The conflict locations are at the intersection of Hodgeville Road (formerly Monteith – Marlow public road) and Goshen Road.

Distribution:

Distribution Base Map Number: 1347-0724

Georgia Power Company acquired easements for distribution lines in the project area along Hodgeville Road beginning in 1964, as shown in the table below.

Conclusion:

Distribution facilities in conflict are outside existing road right-of-way or placed under private property easements first acquired in 1964. We found no evidence that Effingham County owned any right-of-way prior to the placement of distribution facilities in the project area.

EFFINGHAM COUNTY
Hodgeville Rd @ Goshen Rd Roundabout I-08B
PI # L11786
November 10, 2023

Work Loc. #	Compensable	Non- Compensable	Comments
Sheet No. 1			
3	X		W. P. Hodges (PSN 518986, 1964), Cecil J. Brown (PSN 518984, 1964)
4	X		Off existing road right-of-way; W. P. Hodges (PSN 518986, 1964), Cecil J. Brown (PSN 518984, 1964)
5	X		To/From Location #4
7	X		To/From Location #4
9	X		To/From Location #3

EFF 06/24/64.000

STATE OF GEORGIA

07312

PSN 518986

COUNTY OF Effingham

For and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, the undersigned hereby grant 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 and along the road adjoining the said land in the County of Effingham State of Georgia, described as follows:

Twenty feet (20) back of road rightway known as Hodgenville road, to install poles to said street.

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 _____ hereunto set _____ hand and seal this 24th day of June 1964.

Signed, sealed and delivered in the presence of:
D.L. Zeigler
Blanca Way

W.P. Hodges (L.S.)
D.L. Zeigler (L.S.)

Notary Public, State of Georgia.
Ordway, Effingham Co. Ga.
County of _____

DOCUMENT FILE

Effingham Co.
Map. Sect. 34
Sales Dept. W.O. # 1445
Imp. Req. # 2
F61-5M 11 58

EASEMENT

From

To

Savannah Electric & Power Co.

STATE OF GEORGIA, EFFINGHAM COUNTY

I hereby certify this instrument was filed for
Record in the Clerk's Office Superior Court,
said County on the

~~15th~~ day of July 1964 at 10

o'clock PM and Recorded in Book

No. 136, page 183-184 this

22 day of July 1964

Therese H. Medsker
Clerk Superior Court, Effingham County
Deputy

Received for record _____ day of _____

19____, _____ o'clock _____ M.

Clerk, Superior Court.

Eff 05/07/64.000

07310

PSN 518984

STATE OF GEORGIA

COUNTY OF EFFINGHAM

For and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, the undersigned hereby grant 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 and along the road adjoining the said land in the County of Effingham, State of Georgia, described as follows:

All that tract or parcel of land lying and being in the 9th G.M. District, Effingham County, Georgia, containing two (2) Acres, more or less, and being bounded as follows:

- On the Northeast by Montieth Public Road
- On the Southeast by lands of Union Bag-Camp Paper Corp.
- On the Southwest and Northwest by lands of Woodrow P. Hodges.

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 his hereunto set his hand and seal this 7 day of May, 19 64.

Signed, sealed and delivered in the presence of J. C. Gilliam

J. C. Gilliam
James M. H. Rueter

Cecil J. Brown (L.S.)
Cecil J. Brown (L.S.)

Notary Public, State of Georgia. James Mch. Rueter

County of Effingham

DOCUMENT FILE

Effingham Co. 34
Map Sec.
W.O. No.
Imp. Req. 1
F61-5M 11 58

EASEMENT

From

Cecil J. Brown

To

Savannah Electric & Power Co.

STATE OF GEORGIA, EFFINGHAM COUNTY

I hereby certify this instrument was filed for
Record in the Clerk's Office Superior Court,
said County on the

9th day of June 1964

at o'clock M. and Recorded in Book

No. 136 page 92-93 this

24 day of June 1964

James B. Munkirk
Clerk Superior Court, Effingham County

Deputy

Received for record-----day of-----

19-----, -----o'clock -----M.

Clerk, Superior Court.

N/F
REBECCA L. KIGHT
(PARCEL-A)
PIN: 04350011
PB: D54 PG: B1
DB: 1969 PG: 194

N/F
PAUL W. HODGES JR.
(PARCEL-B)
PIN: 04350011A00
PB: D54 PG: B1
DB: 1969 PG: 190

N/F
*** SECOND STREET HOLDINGS
SAVANNAH LLC.
PIN: 04350009
PB: C19 PG: F1
DB: 2700 PG: 557

N/F
LARRY SWINDELL
PIN: 04350014
PB: 7 PG: 169
DB: 2384 PG: 1

N/F
MELANIE ANNE HEATH &
CHRISTOPHER DAVIS HAL
PIN: 04350013
PB: 21 PG: 545
DB: 2712 PG: 545

N/F
HONG C. NGUYENHONG C. NGUYEN
(PARCEL-1)
PIN: 04350053
PB: C57 PG: A2
DB: 2361 PG: 95

N/F
CECIL WILLIAM BROWN
PIN: 04350013
PB: H PG: 143
DB: 548 PG: 058

N/F
GARRY D. & MILDRED MOSLEY
PIN: 04350014
PB: 19 PG: 209
DB: 2385 PG: 389

NORTH
CA GRID (NAD 83)
EAST ZONE

FEF1432
30A
45'

50'-3
15-11219
25-3

15-11219
25-3
50'

55'-3
FWB1141

FWB1141

50'

AK1188
30A
KS
45' / 50'-3

25-3715
25-1
35'
NSA

25-13062
25-2
35'
NSA

FWB552
30A
KS
45'

35'
NSA



ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 08-28-2023	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

ENGINEERED BY: RICK LONG
PROJECT TITLE: HODGEVILLE RD @ GOSHEN RD ROUNDABOUT I-08B
PROJECT #:
WORK ORDER #:
REGION: SAVANNAH AREA
COUNTY: EFFINGHAM
MAP REFERENCE: 1347-0724

DATE: OCT 2023
PI: L11786
HQ: SPRINGFIELD
DWG #: 001

