



May 7, 2026

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

RE: **PI# L11782**
BLUE JAY RD @ MIDLAND RD ROUNDABOUT I-2B

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 Timothy 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.

UTILITY RELOCATION AGREEMENT

PROJECT NAME: **BLUE JAY RD @ MIDLAND RD**
ROUNDABOUT I-2B

PROJECT NUMBER: **L11782**

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 BLUE JAY RD @ MIDLAND RD ROUNDABOUT I-2B (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 TWENTY-FIVE THOUSAND AND ONE HUNDRED NINETY-SEVEN Dollars (\$125,197.00). 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") ONE HUNDRED TWENTY-FIVE THOUSAND AND ONE HUNDRED NINETY-SEVEN Dollars (\$125,197.00), 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 TWENTY-FIVE THOUSAND AND ONE HUNDRED NINETY-SEVEN Dollars (\$125,197.00), 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 May 7, 2027, 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 May 7, 2027, 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# L11782
Blue Jay Rd @ Midland Rd Roundabout
I-2B – Effingham County

Prepared By: Braden Beaudreau

Date: November 22, 2024

Prior rights research for the above project in Effingham County is complete. A thorough search has been performed in the Georgia Power Company LIMS GIS database by Georgia Militia District, Savannah Map Section, property owners, address, GSCCCA.org and the Effingham County qPublic website. The project is in the 1559th G.M.D. and Savannah Map Section EFF-72 of Effingham County. Conflict locations are along Blue Jay Road (formerly known as the Blandford – Rincon Road) at its intersection with Midland Road.

Distribution:

Distribution Base Map Number: 1326-0728

Preliminary title research performed in the Effingham County real estate records indicates that the Zipperer family owned the land parcels adjacent to Blue Jay Road running through the project area at the time Savannah Electric and Power Company began acquiring easements to run along the Blue Jay Road and has continuously owned said parcels to the present day. Savannah Electric and Power Company, a predecessor to Georgia Power Company, acquired an easement from J. C. Zipperer in 1948 within the 1559th G.M.D. and Map Section EFF-72 on both sides of what is now Blue Jay Road (PSN 529429). Adjustments to the existing line were made in 2006.

Conclusion:

Work locations in conflict are covered by the easement acquired from J. C. Zipperer in 1948. Effingham County would have to provide evidence of right-of-way prior to the easement acquisition date to claim prior rights.

EFFINGHAM COUNTY
Blue Jay Rd @ Midland Rd Roundabout I-2B
PI # L11782
November 22, 2024

Work Loc. #	Compensable	Non- Compensable	Comments
DWG# 24-0001			
2	X		J. C. Zipperer (PSN 529429, 1948); Martha A. Brewster (PSN 559263, 2006)
3	X		Off existing road right-of-way; J. C. Zipperer (PSN 529429, 1948); Danny Phillip & Claudia Ann Ambrose (PSN 559682, 2006)
10	X		J. C. Zipperer (PSN 529429, 1948); Woodrow & Eunice Ambrose (PSN 559261, 2006)

STATE OF GEORGIA

08746

COUNTY OF Effingham

Eff 67/24/48.008

PSN 529429

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 certain tract of land located in the 1559th G. M. District and known as the property of J. C. Zipperer and being bounded as follows: on the north by lands of D. F. Zittrouer; on the east by lands of Earl Kessler; on the south by lands of L.C. Dugger; on the west by lands of Wm. A. Warnell.

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 Lee hereunto set Lee hand and seal, this 24th day of July, 19 49

Signed, sealed and delivered in the presence of:

J. C. William

J. C. Zipperer (L.S.)

Ed Williams

(L.S.)

Notary Public, State of Georgia.

County of _____

DOCUMENT FILE

EFF 7V.

From

Al. Zipperer

To

Savannah Electric & Power Co.

I hereby certify this instrument was filed for
Record in the Clerk's Office Superior Court,
said County on the 25 JUL 1949

19 JUN 25 1949

194

10

o'clock 4 M. and Recorded in Book

No. 103, page 360 this

~~JUN~~ 27 1949

194

Clerk Superior Court, Effingham County

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

10 _____, _____ o'clock _____ M

Clerk, Superior Court.

100-443887-100

BOOK PAGE
01610 0156
PAGE NO.

2007 APR -9 AM 11:16

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

Savannah Electric and Power Company
3100 Kilowatt Drive
Savannah, Georgia 31405

Easement (Rev. 06/01/04)

STATE OF GEORGIA

W.O. No.

612616

Grid No.

912-812
918-916

EFFINGHAM

COUNTY

Pin No.

66-20

GMD

1559th

Received of SAVANNAH ELECTRIC AND POWER COMPANY, hereinafter called the Company, the sum of One Dollar

(\$1.00), in consideration of which Woodrow & Eunice Ambrose (Undersigned) whose

Post Office Address is 2862 Blue Jay Road, Guyton, Ga. 31312

do(es) hereby grant and convey to said Company, its successors and assigns, the right, privilege, and easement to go in, upon, along, across, and under that tract of land owned by the Undersigned in Effingham County, State of Georgia, known as 2862 Blue Jay Road

It is further agreed that the rights here-in conveyed are limited to a (20ft) Twenty foot easement strip adjacent to Blue Jay Road right of way.

And being recorded in the office of the Clerk of Superior Court of Effingham County. In Deed Book 114, page 419 or Plat Book G, page 251. Dated August 4, 1956 together with the right to construct, operate, and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises 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 lines, transformers, fixtures, and appliances; also the right of ingress and egress over said land to and from said lines. 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. Undersigned shall notify Company thirty (30) days in advance of any construction or installation of any overhead or underground utilities, other than those of the 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, all rights hereunder shall cease and the easement, privileges and rights herein granted shall revert to the Undersigned. Said Company shall not be liable for nor bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said Woodrow & Eunice Ambrose

have hereunto set their hands and seals this 10 day of Dec, 20 06.

Signed, sealed and delivered in the presence of:

Witness

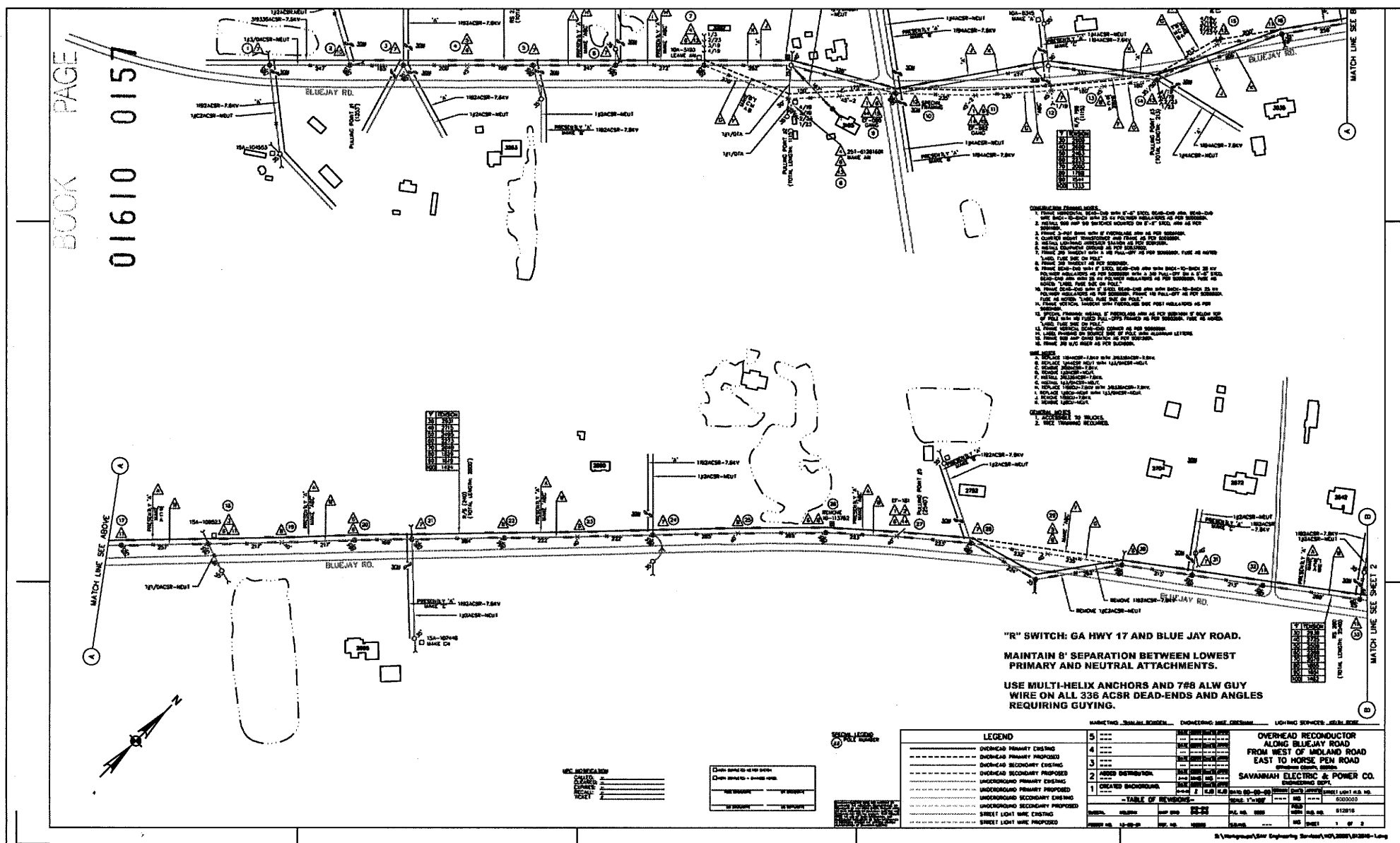
Woodrow Ambrose

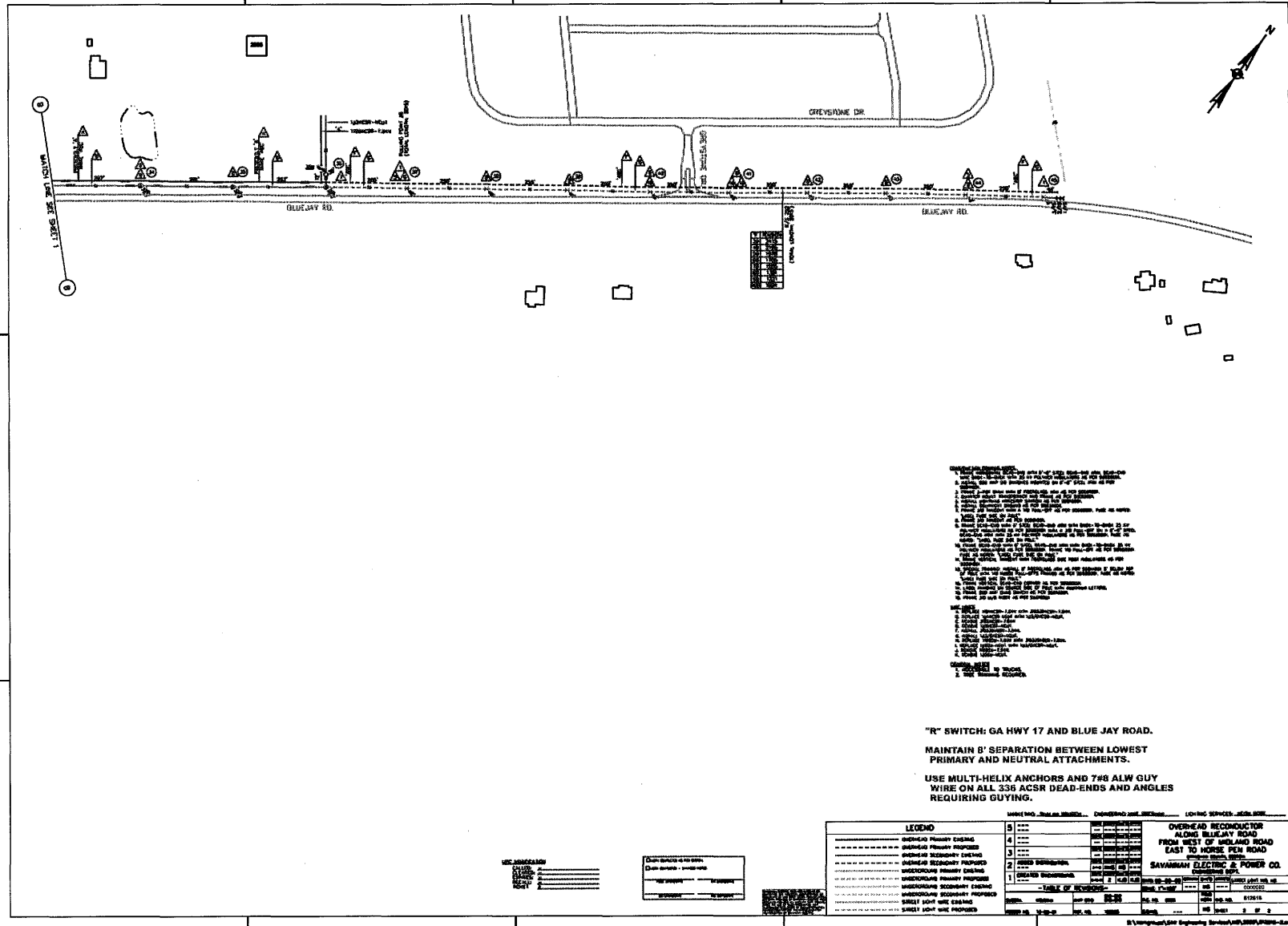
Notary Public

Notary Public, Bulloch County, Georgia
My Commission Expires May 12, 2009

Eunice Ambrose

(This easement is to be signed in the presence of two (2) witnesses, one of whom must be a Notary Public.)





BOOK PAGE

01610 0150

PAGE NO.

2007 APR -9 AM 11:16

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

Easement (Rev. 06/01/04)

STATE OF GEORGIA

W.O. No. 612616Grid No. 912-812
918-916

EFFINGHAM COUNTY

Pin No. 66-21CGMD 1559th

Received of SAVANNAH ELECTRIC AND POWER COMPANY, hereinafter called the Company, the sum of One Dollar

(\$1.00), in consideration of which Martha A. Brewster (Undersigned) whosePost Office Address is 3165 Blue Jay Road, Guyton, Ga. 31312do(es) hereby grant and convey to said Company, its successors and assigns, the right, privilege, and easement to go in, upon, along, across,
and under that tract of land owned by the Undersigned in Effingham County, State of Georgia, known as 3165 Blue Jay Road**It is further agreed that the rights here-in conveyed are limited to a (20ft) Twenty foot easement strip adjacent to Blue Jay Road right
of way.**

And being recorded in the office of the Clerk of Superior Court of Effingham County. In Deed Book 297, page 467 or Plat Book 25, page 467. Dated July 31, 1991 together with the right to construct, operate, and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises 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 lines, transformers, fixtures, and appliances; also the right of ingress and egress over said land to and from said lines. 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. Undersigned shall notify Company thirty (30) days in advance of any construction or installation of any overhead or underground utilities, other than those of the 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, all rights hereunder shall cease and the easement, privileges and rights herein granted shall revert to the Undersigned. Said Company shall not be liable for nor bound by any statement, agreement or understanding not herein expressed.

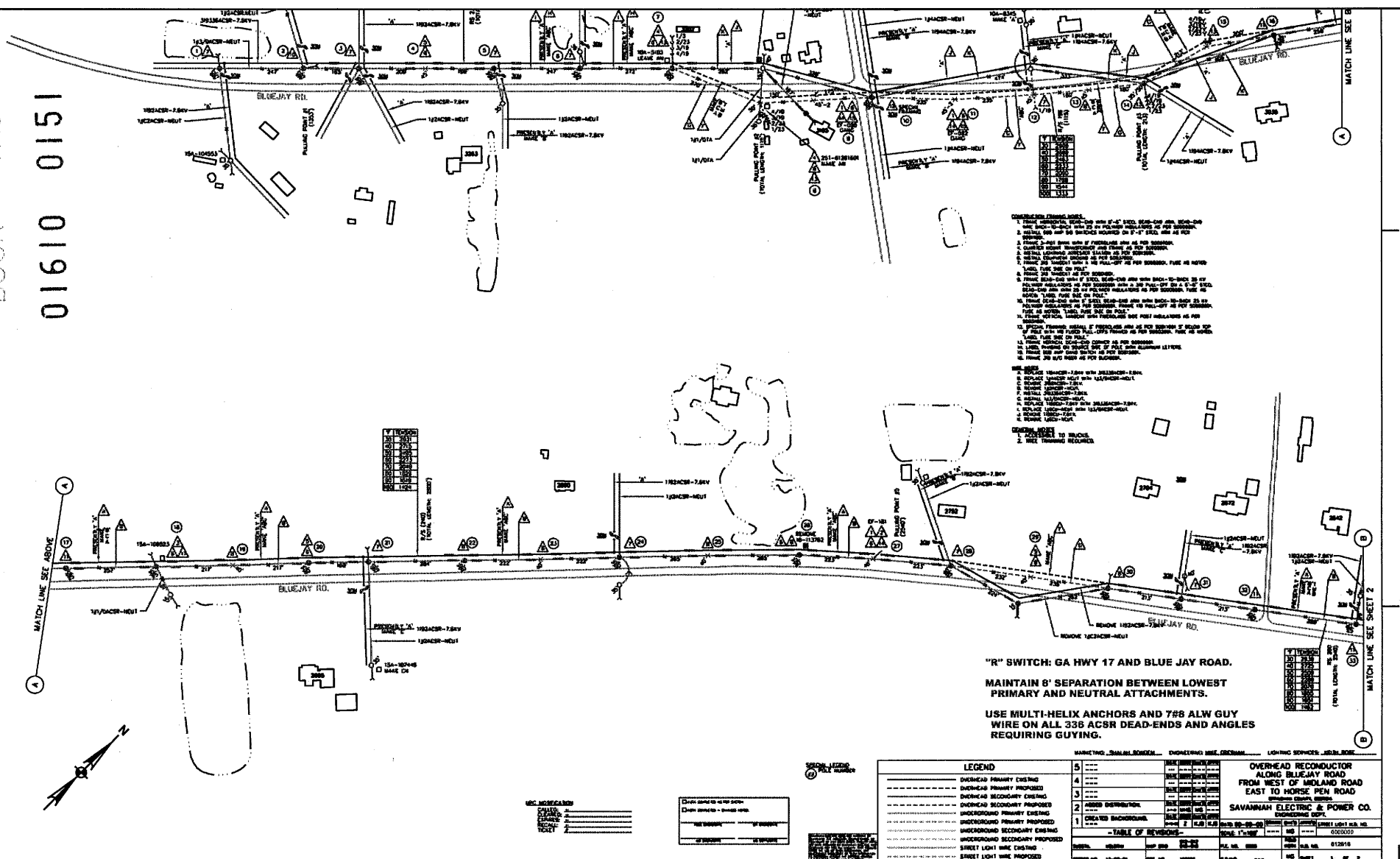
IN WITNESS WHEREOF, the said Martha A. Brewsterhas hereunto set her hand and seal, this 10 day of Feb., 20 06.

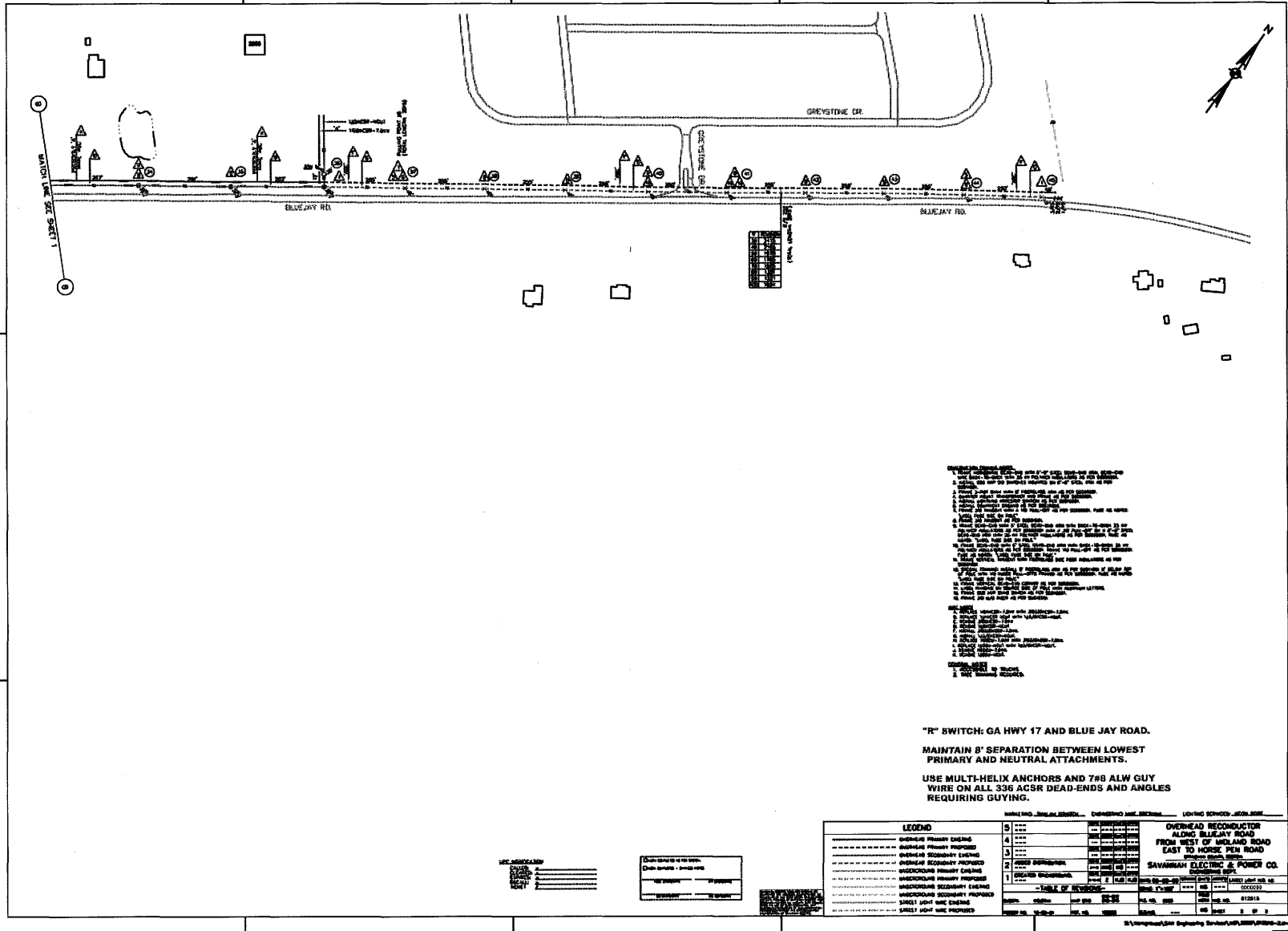
Signed, sealed and delivered in the presence of

Witness

Martha A. Brewster
Martha A. BrewsterNotary Public Notary Public, Bulloch County, Georgia
My Commission Expires May 12, 2009

(This easement is to be signed in the presence of two (2) witnesses, one of whom must be a Notary Public.)





BOOK PAGE

01610 0129
BOOK PAGE NO.

2007 APR -9 AM 11:15

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

Easement (Rev. 06/01/04)

STATE OF GEORGIA

W.O. No. 612616Grid No. 912-812
918-916

EFFINGHAM COUNTY

Pin No. 66-21AGMD 1559th

Received of SAVANNAH ELECTRIC AND POWER COMPANY, hereinafter called the Company, the sum of One Dollar

(\$1.00), in consideration of which Danny Phillip & Claudia Ann Ambrose (Undersigned) whosePost Office Address is 3125 Blue Jay Road, Guyton, Ga. 31312do(es) hereby grant and convey to said Company, its successors and assigns, the right, privilege, and easement to go in, upon, along, across,
and under that tract of land owned by the Undersigned in Effingham County, State of Georgia, known as 3125 Blue Jay RoadIt is further agreed that the rights here-in conveyed are limited to a (20ft) Twenty foot easement strip adjacent to Blue Jay Road right
of way.

And being recorded in the office of the Clerk of Superior Court of Effingham County. In Deed Book 251, page 564 or Plat Book 18, page 133.
Dated February 11, 1988 together with the right to construct, operate, and maintain continuously upon and under said land, its lines for transmitting
electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch
communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances
of any other company, or person, to said poles; together with the right at all times to enter upon said premises 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 lines, transformers, fixtures, and
appliances; also the right of ingress and egress over said land to and from said lines. 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. Undersigned shall notify Company thirty (30) days in advance of any construction or installation of any overhead or underground
utilities, other than those of the 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, all rights hereunder shall cease and the easement, privileges and
rights herein granted shall revert to the Undersigned. Said Company shall not be liable for nor bound by any statement, agreement or understanding not
herein expressed.

IN WITNESS WHEREOF, the said Danny Phillip & Claudia Ann Ambrosehave hereunto set their hands and seals this 2nd day of March, 20 06

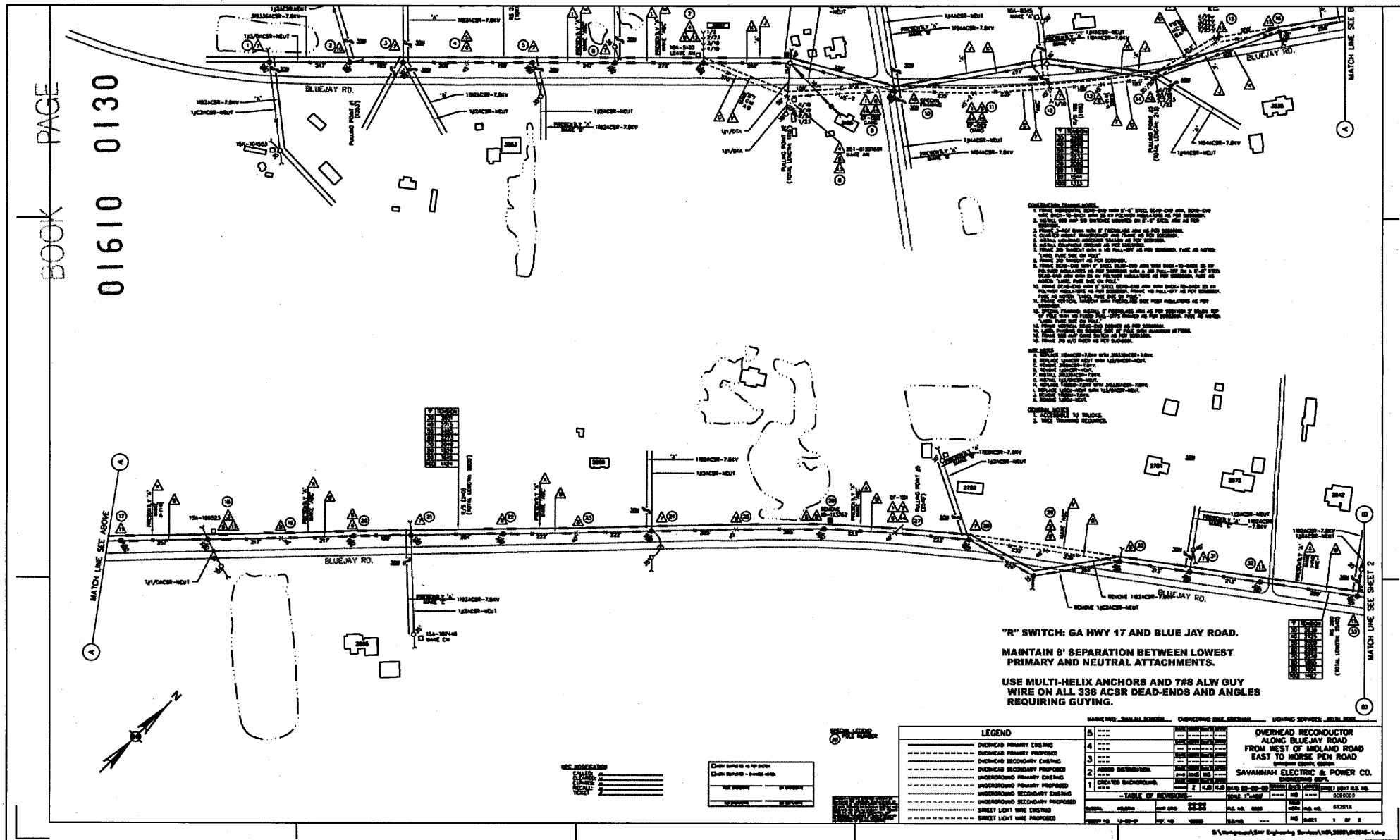
Signed, sealed and delivered in the presence of:

Witness

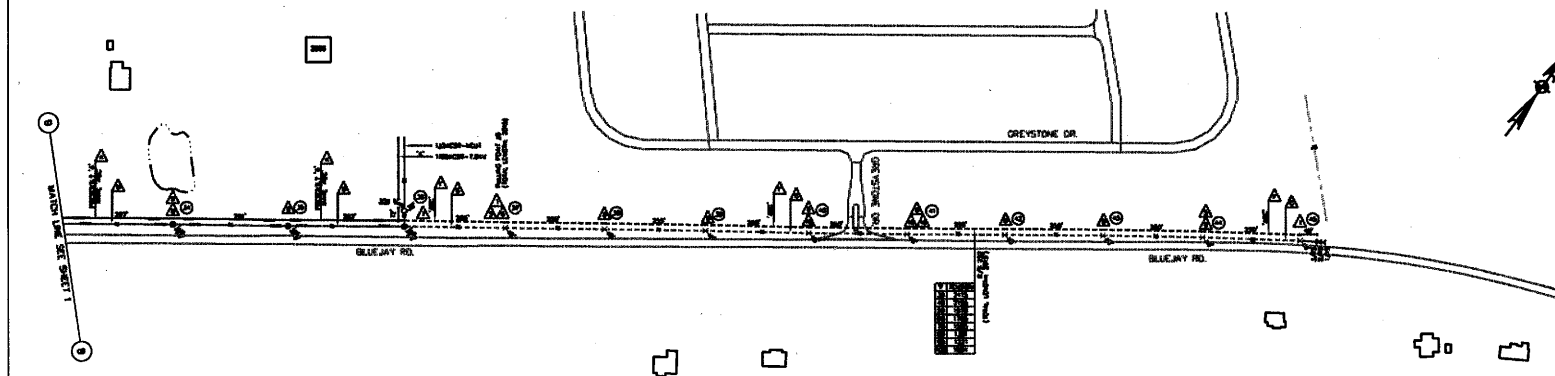
Notary Public Notary Public, Bulloch County, Georgia
My Commission Expires May 12, 2009

Claudia Ann Ambrose

(This easement is to be signed in the presence of two (2) witnesses, one of whom must be a Notary Public.)



BOOK PAGE
01610 0131



1. THE FOLLOWING IS A SUMMARY OF THE WORK TO BE DONE ON THE BLUE JAY ROAD OVERHEAD RECONSTRUCTION PROJECT. THE WORK IS TO BE DONE IN PHASES AND THE PHASES ARE AS FOLLOWS:

1. THE FIRST PHASE IS TO REMOVE THE EXISTING OVERHEAD LINES AND TO INSTALL THE NEW OVERHEAD LINES.
2. THE SECOND PHASE IS TO REMOVE THE EXISTING UNDERGROUND LINES AND TO INSTALL THE NEW UNDERGROUND LINES.
3. THE THIRD PHASE IS TO REMOVE THE EXISTING TRANSFORMERS AND TO INSTALL THE NEW TRANSFORMERS.
4. THE FOURTH PHASE IS TO REMOVE THE EXISTING SWITCHES AND TO INSTALL THE NEW SWITCHES.
5. THE FIFTH PHASE IS TO REMOVE THE EXISTING TOWERS AND TO INSTALL THE NEW TOWERS.
6. THE SIXTH PHASE IS TO REMOVE THE EXISTING Poles AND TO INSTALL THE NEW Poles.
7. THE SEVENTH PHASE IS TO REMOVE THE EXISTING Wires AND TO INSTALL THE NEW Wires.
8. THE EIGHTH PHASE IS TO REMOVE THE EXISTING GUY Wires AND TO INSTALL THE NEW GUY Wires.
9. THE NINTH PHASE IS TO REMOVE THE EXISTING ANCHORS AND TO INSTALL THE NEW ANCHORS.
10. THE TENTH PHASE IS TO REMOVE THE EXISTING ATTACHMENTS AND TO INSTALL THE NEW ATTACHMENTS.

2. THE WORK IS TO BE DONE IN PHASES AND THE PHASES ARE AS FOLLOWS:

1. THE FIRST PHASE IS TO REMOVE THE EXISTING OVERHEAD LINES AND TO INSTALL THE NEW OVERHEAD LINES.
2. THE SECOND PHASE IS TO REMOVE THE EXISTING UNDERGROUND LINES AND TO INSTALL THE NEW UNDERGROUND LINES.
3. THE THIRD PHASE IS TO REMOVE THE EXISTING TRANSFORMERS AND TO INSTALL THE NEW TRANSFORMERS.
4. THE FOURTH PHASE IS TO REMOVE THE EXISTING SWITCHES AND TO INSTALL THE NEW SWITCHES.
5. THE FIFTH PHASE IS TO REMOVE THE EXISTING TOWERS AND TO INSTALL THE NEW TOWERS.
6. THE SIXTH PHASE IS TO REMOVE THE EXISTING Poles AND TO INSTALL THE NEW Poles.
7. THE SEVENTH PHASE IS TO REMOVE THE EXISTING Wires AND TO INSTALL THE NEW Wires.
8. THE EIGHTH PHASE IS TO REMOVE THE EXISTING GUY Wires AND TO INSTALL THE NEW GUY Wires.
9. THE NINTH PHASE IS TO REMOVE THE EXISTING ANCHORS AND TO INSTALL THE NEW ANCHORS.
10. THE TENTH PHASE IS TO REMOVE THE EXISTING ATTACHMENTS AND TO INSTALL THE NEW ATTACHMENTS.

"R" SWITCH: GA HWY 17 AND BLUE JAY ROAD.

MAINTAIN 8' SEPARATION BETWEEN LOWEST PRIMARY AND NEUTRAL ATTACHMENTS.

USE MULTI-HELIX ANCHORS AND 7/8" ALW GUY WIRE ON ALL 336 AC/SR DEAD-ENDS AND ANGLES REQUIRING GUYING.

NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
1	OVERHEAD RECONSTRUCTION	1	MI	1.00
2	UNDERGROUND RECONSTRUCTION	1	MI	1.00
3	TRANSFORMER RECONSTRUCTION	1	MI	1.00
4	SWITCH RECONSTRUCTION	1	MI	1.00
5	TOWER RECONSTRUCTION	1	MI	1.00
6	POLE RECONSTRUCTION	1	MI	1.00
7	WIRE RECONSTRUCTION	1	MI	1.00
8	GUY WIRE RECONSTRUCTION	1	MI	1.00
9	ANCHOR RECONSTRUCTION	1	MI	1.00
10	ATTACHMENT RECONSTRUCTION	1	MI	1.00

LEGEND

OVERHEAD RECONSTRUCTION

NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
1	OVERHEAD RECONSTRUCTION	1	MI	1.00
2	UNDERGROUND RECONSTRUCTION	1	MI	1.00
3	TRANSFORMER RECONSTRUCTION	1	MI	1.00
4	SWITCH RECONSTRUCTION	1	MI	1.00
5	TOWER RECONSTRUCTION	1	MI	1.00
6	POLE RECONSTRUCTION	1	MI	1.00
7	WIRE RECONSTRUCTION	1	MI	1.00
8	GUY WIRE RECONSTRUCTION	1	MI	1.00
9	ANCHOR RECONSTRUCTION	1	MI	1.00
10	ATTACHMENT RECONSTRUCTION	1	MI	1.00

