

## **ELECTRIC DISTRIBUTION SYSTEM FOR RESIDENTIAL SUBDIVISION**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2010, between GreyStone Power Corporation, an electric membership corporation, (“GreyStone”), and [DEVELOPER] (the “Developer”).

WHEREAS, Developer selects degree of participation or non-participation in a program provided by GreyStone whereby Developer assures GreyStone that the following criteria as specified herein and in Exhibits “A” and “B” attached, will be applied in the development of the [SUBDIVISION] Subdivision and in the construction and finishing of all houses contained therein; and located in [LOCATION], containing [NUMBER OF LOTS] lots to be served by GreyStone; and

WHEREAS, GreyStone desires to assist Developer, through selected incentives as provided herein, in Exhibit B, and in providing underground electric distribution service to said Subdivision;

NOW, THEREFORE, in consideration of the premises and the mutual obligations hereinafter set forth, it is agreed as follows:

1. GreyStone agrees to own, install, and maintain an underground electric distribution system (the “System”) for the Subdivision.
2. Prior to the installation of the System, Developer shall:
  - a. Grant to GreyStone, in writing, such rights and easements as GreyStone deems necessary to enable it to construct, maintain and upgrade the System;
  - b. Clearly mark all property lines;
  - c. Clear all obstructions and cause all driveways, means of ingress and egress, parking and other areas of the Subdivision in which the System is to be installed to be at final grade;
  - d. Clearly advise GreyStone of the location of any underground facilities not yet owned by a utility and subject to the Georgia “One Call” system. Developer agrees to assume all responsibility for repairs and/or replacement of underground facilities either not properly located on plans given to GreyStone or not properly identified pursuant to this subsection 2.d., and Developer shall indemnify and hold harmless GreyStone and its contractors with respect to all claims, losses and liabilities arising therefrom, including, but not limited to, attorneys' fees and costs of suit.
3. During the installation of the System, Developer shall provide adequate space for GreyStone’s equipment and materials used to install the System.
4. Developer agrees to notify GreyStone not less than 10 business days prior to paving, curbing, planting, sodding or placing other permanent improvements in any area in which GreyStone is to install any part of the System. Should it become necessary to bore or hand-dig under any permanent fixtures or restore box grading, dig up any paving, planting, sodding, or remove other improvements in order to install the System, Developer shall pay the cost of such boring, hand digging, restoration, removal and replacement.
5. Developer agrees to pay in full and make deposits (if requested) in the amounts set forth on Exhibits “A” and “B” when due.
6. As a Secondary Permittee under the Developer’s EPD General Permit GAR 100003, GreyStone agrees to adhere to those portions of the Primary Permittee’s Erosion, Sedimentation and Pollutant Control Plan (PPESPCP), to the extent applicable to GreyStone’s construction activities. GreyStone will, in accordance with the PPESPCP, stabilize the areas which it disturbs upon completion of each section of work. GreyStone will repair or replace silt fences, etc. which it may damage during the installation of its electrical plant. GreyStone will not be responsible to repair or replace damage to erosion control measures caused by others.

7. Once the System is installed, Developer shall promptly notify GreyStone, with specifics as to location, of any outage or malfunction of the System occurring within one hundred eighty (180) days of completion of installation of the System. Developer agrees to indemnify and hold GreyStone harmless from any and all liability arising from a failure to so notify GreyStone. The provisions of this paragraph shall survive the termination of this Agreement.
8. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the respective parties hereto. This Agreement, including the Exhibit(s) attached hereto, represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, proposals, representations, and commitments. This Agreement may only be amended by an instrument executed by both the parties hereto.
9. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, and effect and in all other respects by the internal laws of the State of Georgia applicable to contracts made in that State and to the subject matter hereof. Each party hereby (a) submits to personal jurisdiction in Douglas county and the courts thereof for any enforcement of this Agreement; (b) waives any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within such county for the purpose of litigation to enforce or with respect to this Agreement; and (c) agrees that any process or notice of motion or other application to either of such courts or a judge thereof may be served inside or outside of the State of Georgia by registered or certified mail, return receipt requested, directed to that party at its address set forth in this Agreement ( and service so made shall be deemed complete five (5) days after the same has been posted as aforesaid) or by personal service, or in such other manner as shall be permissible under the rules of such courts. The parties waive insofar as permitted by applicable law, trial by jury. The provisions of this paragraph shall survive the termination of this Agreement.
10. If either party is a corporation, partnership or limited liability company, the person(s) executing this Agreement on behalf of that party hereby covenant(s) and warrant(s) that: the entity on whose behalf he or she is executing this Agreement is a duly formed corporation or limited liability company or a duly created partnership (as the case may be) in good standing, qualified to do business in the state of where it was formed; such persons are duly authorized by such corporation, limited liability company or partnership to execute and deliver this Agreement on behalf of such corporation, limited liability company or partnership; and this Agreement constitutes a valid and binding agreement of that party in accordance with the terms hereof.
11. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. None of the provisions contained in this Agreement are intended by the parties to, nor shall they be deemed to, confer any benefit on any person not a party to this Agreement. This Agreement contains the entire agreement of the parties hereto pertaining to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force or effect.
12. The notices required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be either delivered personally (with receipt acknowledged) or deposited into the U. S. Mail, postage prepaid, by certified mail, return receipt requested, addressed to the parties as set forth below, or sent by commercial overnight courier, charges prepaid. Any such notice shall be deemed to have been given when delivered by hand to the addressee and receipt acknowledged, one (1) business day after being delivered to a commercial overnight courier delivery service, charges prepaid, for next day delivery, or three (3) business days after its deposit in first-class mail certified mail, return receipt requested, postage prepaid, and, in each case properly addressed. For purposes of this Agreement, the respective addresses of the parties are as follows, unless hereafter changed by notice to the other:

All notices to GreyStone shall be sent to:

GreyStone Power Corporation  
Attn: Gary A. Miller  
Post Office Box 897  
Douglasville, GA 30133  
Fax: (770) 942-6053

GreyStone Power Corporation  
Attn: Gary A. Miller  
or to: 4040 Bankhead Highway  
Douglasville, GA 30134  
Fax: (770) 942-6053

All notices to Developer shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. This Agreement is expressly subject to the applicable provisions of GreyStone’s Service Rules and Regulations, as filed, amended or replaced with the Georgia Public Service Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and under seal, all as of the day and year first above written.

DEVELOPER:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Title:

GREYSTONE POWER CORPORATION,  
An Electric Membership Corporation

GARY A. MILLER

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Title: PRESIDENT and CEO

\_\_\_\_\_

Developer Initials

## Exhibit A

Developer agrees to pay a net contribution in aid to construction of \$ \_\_\_\_\_, (\$1000 per lot) prior to GreyStone Power commencing work to install the System.

### **1. Underground Electric Distribution Facilities**

The above amount does not include costs related to the excavation of rock. GreyStone shall determine the feasibility of underground facilities where extensive rock excavation is involved. Should the Developer desire to be responsible for the rock excavation at the location designated for underground electric service, the Developer may do so provided such work is done timely so as not to delay the installation of the underground facilities by GreyStone. Should the Developer not desire to undertake the excavation of such rock, the Developer will pay GreyStone, prior to any further work being done, the estimated cost of any rock excavation required beyond what can be trenched with conventional trenching equipment. After completion of the excavation, Developer or GreyStone will pay to the other any additional amounts or refunds in order to reflect the actual cost of excavation. The rock excavation will be treated as a separate item, said rock either being excavated by the Developer, at Developer's cost, or the cost of said rock excavation being paid to GreyStone in advance, and will not, in any way, affect the amounts or obligations of the parties to this Agreement other than as stated herein. Where the cooperative would, per standard design specifications, install single phase conductor to supply power to a development, and three phase power is required by the member or developer, the Cooperative may, at its discretion, charge an additional Contribution-In-Aid of Construction equal to the cost of materials and labor for the installation of the additional conductors.

### **2. Outdoor Lighting**

All parties acknowledge that should the Developer desire GreyStone to install outdoor lighting, cost is in addition to the cost specified in Section 1, above, related to the System's underground service facilities. All incurred expenses (poles, fixtures, first year billing, etc.) to be paid before purchased items are ordered or installed. GreyStone will provide purchasing options and prices.

### **3. Additional Home and Lot Requirements**

Developer is responsible for ensuring that:

- a. All homes are built to the Georgia State Energy Code for buildings as published by the Georgia Department of Consumer Affairs.
- b. Each lot and home shall meet all other requirements of this Agreement. Developer authorizes GreyStone to inspect each home, as applicable, at such times as GreyStone may reasonably choose, for the purpose of determining whether Developer has complied with this Agreement. Developer agrees, however, that GreyStone is not obligated to perform any such inspection, nor is GreyStone obligated to convey the results of any inspection to Developer. The Developer is responsible to notify GreyStone Residential Marketing Department when applicable homes are ready for inspection and subsequent incentive payouts.
- c. The applicable rebates will be those selected in Exhibit B for lots with homes completed in compliance with this Agreement. Any homes completed after 24 months from date of this Agreement will be subject to what the applicable Marketing rebates (if any) are at that time for lots with homes that are in compliance with this Agreement. Any lots with homes completed after 60 months from date of this agreement will not be eligible for Marketing rebates.

Developer Initials

**Exhibit “A” (continued)**

- d. Developer understands and agrees that Developer is fully responsible for compliance with this Agreement to be entitled to the incentives as set forth in herein, and that such responsibility may not be delegated to builders, home owners or any other party and furthermore, failure to complete said homes does not relieve Developer from any obligations contained in this Agreement.

**4. Other Terms and Conditions**

Should Marketing rebates be selected in Exhibit “B” and should any homes be constructed in the Subdivision outside of the program requirements as contained herein or should any of the homes fail to meet the requirements of this Agreement within one year after the home is initially sold, and Developer is unable to correct said insufficiencies or have the builder or homeowner change the equipment contained therein to comply with this Agreement, the Developer agrees to immediately reimburse to GreyStone any incentives paid for program equipment for each lot upon which a home is built in which the equipment contained in the home does not comply with this Agreement.

DEVELOPER:

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## APPLICATION & EXHIBIT B

Developer complete initial application and applicable information regarding Exhibit "B" down to Dotted Line and return to Residential Marketing Representative or Call: 770-370-2252. Allow 2 weeks for processing once application is received.

### APPLICATION

GreyStone Residential Marketing Rep: \_\_\_\_\_ Date: \_\_\_\_\_

Staking Tech: \_\_\_\_\_ Name of Developer: \_\_\_\_\_

Address of Developer: \_\_\_\_\_

Name of Subdivision/Apartments, etc.: \_\_\_\_\_

Contract Name \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Developer Tel #'s: \_\_\_\_\_

Land Lot(s): \_\_\_\_\_ County: \_\_\_\_\_

District: \_\_\_\_\_ Section: \_\_\_\_\_ Phase: \_\_\_\_\_ Square Footage of House(s): \_\_\_\_\_

Lot #'s \_\_\_\_\_ # Of Lots: \_\_\_\_\_

Developer Does , or Does not  ( Developer initials Does or Does not wish to participate in Residential Marketing Program as indicated in Exhibit "B" below.

### EXHIBIT B

RESIDENTIAL MARKETING PROGRAMS		
NEW HOMES		
<input checked="" type="checkbox"/> Check applicable program		\$ Marketing Rebate
<input type="checkbox"/> Total Electric-Single Family Hm.-Elec.HP+50gal Elec. Wtr. Htr.		1,000
<input type="checkbox"/> Total Electric- Multifamily Home(MF)- min.40gal Elec. Wtr. Htr.		300
<input type="checkbox"/> *Electric H.P. Dual Fuel System &50 gal Elec. Wtr. Htr.-(SF)		895
<input type="checkbox"/> *2 Electric H.P. Dual Fuel Systems -(SF) (or 1 Electric H.P. Dual Fuel System & Electric Heat Pump Upstairs) AND Electric Water Heater-at least 50 Gal.)- (SF)		1,000
<input type="checkbox"/> *1 Electric H.P. Dual Fuel System. - (SF)		600
<input type="checkbox"/> *2 Electric H.P. Dual Fuel Systems - (SF)		750
<input type="checkbox"/> *(1 GasHeat+1 Straight Elec. H.P. + 50gal.Elec. WH)- (SF)		600
<input type="checkbox"/> *Electric Water Heater Only (At least 50 Gal.)- (SF)		500

\*Programs chosen with UG Credit or Marketing Rebate that will include the installation of natural gas in the subdivision will require a review by GreyStone of the contract provided to the developer by the appropriate gas company to ensure that gas installation requirements do not conflict with selected program.

Total Cost URD: \$ \_\_\_\_\_ Cost per Lot: \$ \_\_\_\_\_

Underground Job #: \_\_\_\_\_

Total Contribution in Aid to Construction Received: Yes  or  No (Check one, but must be Yes to proceed).