

GreyStone Power Corporation
P. O. Box 897
Douglasville, Georgia 30133-0897

STATE OF GEORGIA
_____ COUNTY

RIGHT OF WAY EASEMENT

This **RIGHT OF WAY EASEMENT** granted and conveyed by grantor, _____ whose mailing address is _____ (“Grantor”) to GreyStone Power Corporation, an Electric Membership Corporation, whose post office address is P.O. Box 897, DOUGLASVILLE, GEORGIA, 30133 (“Grantee”), as of this __ day of _____, 20___. The terms Grantor and Grantee to include each party named if more than one, each party’s respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits. Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the property of Grantor described below (the “Property”) for the following uses and purposes:

Construct and Reconstruct To install, reinstall, construct, reconstruct, replace, operate, maintain, use, repair, alter, improve, substitute for, extend and remove above ground, surface and underground lines, cables, apparatus and facilities (separately or collectively, the “System”), including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, pads, equipment and appliances, guywires, anchors and stub poles (which anchors and stub poles may be located outside the exterior boundaries of the right-of-way easement area described herein) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data, TV and communication signals and any other tangible or intangible commodity.

Ingress and Egress To enter upon the property through any adjacent property of Grantor at any time for any of the purposes enumerated above.

Right-of-Way Maintenance To keep and maintain the right-of-way easement area clear, by mechanical or chemical means or otherwise, of all structures, trees, stumps, roots, shrubbery and undergrowth within the right-of-way area described below. To cut and remove any tree or trees (“danger tree(s)”) outside of the right-of-way area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and system. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the System. Grantor may cut any such vegetation within the easement area.

MISCELLANEOUS Grantor warrants and represents that Grantor owns the property. Grantor covenants and agrees that the System installed incident to this right-of-way easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

RIGHT-OF-WAY EASEMENT AREA The right-of-way easement area shall be ____ () feet in width and shall be: _____ () feet on either side of the center line shown on Exhibit “A” annexed hereto and by reference incorporated herein.

DESCRIPTION OF PROPERTY All that tract of land, including abutting waterways, streets, roads and highways, being in Land Lot _____, _____ District, _____ Section, _____ County, Georgia, more particularly described as follows:

The property of Grantor has an address of _____, Georgia.

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

PARTNERSHIP

Signed, sealed and delivered
in the presence of:

_____ A Georgia Limited General Partnership

Witness

By: _____
Authorized General Partner

Notary Public

CONSENT AND SUBORDINATION OF MORTGAGE,
SECURITY DEED OR LIEN HOLDER

The undersigned mortgage, lien and/or security deed holder does hereby consent to _____'s grant of this Right-of-Way Easement to Carroll Electric Membership Corporation as described in the copy thereof attached hereto and by reference incorporated herein, and subordinates its mortgage and lien rights thereto.

Sworn to and subscribed before me,
this ____ day of _____,
20____.

Notary Public
My Commission Expires: _____

Holder

(Print Name)

By: _____

(CORPORATE SEAL)