

COBB ELECTRIC MEMBERSHIP CORPORATION

AGREEMENT FOR UNDERGROUND RESIDENTIAL ELECTRICAL SERVICE

THIS AGREEMENT FOR UNDERGROUND RESIDENTIAL ELECTRICAL SERVICE (this "Agreement") made this _____ day of _____ 20_____ between COBB ELECTRIC MEMBERSHIP CORPORATION ("Cobb EMC") and _____ ("Owner"):

WITNESSETH

WHEREAS, the Owner is the owner of certain real estate located at _____ in _____ County (the "Development");

WHEREAS, the Owner has provided a plat approved by appropriate governmental authority subdividing the Development into lots and designating a street address for each; and

WHEREAS, The Owner desires to have Cobb EMC construct an underground electric distribution system (the "Distribution System") for service to one or more lots as set forth with particularity on the plat attached hereto as **Exhibit A**; and

NOW, THEREFORE, in consideration of the premises and mutual obligations hereinafter set forth, Cobb EMC and Owner agree as follows:

1. Cobb EMC agrees to install and maintain a Distribution System including the service lines to each lot for the _____ [indicate number of lots] proposed lots indicated on the plat. The distribution system is and shall remain the property of Cobb EMC.
 2. Prior to the installation of the Distribution System, Owner will grant to Cobb EMC, in writing as determined by Cobb EMC, such rights and easements as Cobb EMC deems necessary in order to construct and maintain the Distribution System.
 3. Owner agrees to pay or cause to be paid a one-time non-refundable payment of One Thousand Seven Hundred Dollars (\$1,700) per lot for extensions of 400' or less and \$3.00 per foot for footage more than 400', (manufactured homes are allowed extensions of 200' or less and \$3.00 per foot for footage in excess of 200'). Cobb EMC acknowledges that Owner shall pay \$_____ in compliance with the terms of this Agreement.
 4. Owner is eligible to receive certain rebates* following satisfactory verification by Cobb EMC and/or a third-party inspector chosen by Cobb EMC, of the proper installation of certain energy improvements on the New Development, single family dwelling, and appropriate sticker installed on the electrical panel. Such eligible energy improvements and the amounts of the corresponding rebates are below. The Owner must read and initial each rebate item if they agree to implement each energy improvement:
 - \$300 for ENERGYSTAR approved Electric Water Heater per home
 - \$200 for 240V outlet in the garage for Electric Vehicle per home
 - \$200 for Smart Thermostat per home
- *The rebate is based on a maximum of one item each per house or dwelling*
5. Program reimbursement timeline will depend on the completion of the project and/or the phases of the project.
 6. In addition, Cobb EMC will charge One Hundred Dollars (\$100.00) per lot if it becomes necessary, in Cobb EMC's sole discretion, to remove and replace water services to facilitate the installation of the Distribution System.
 7. The Owner agrees to provide Cobb EMC a path and location to facilitate the installation of the Distribution System. The Owner agrees to clear all obstruction, final grade all street rights-of-way and any other areas in which the Distribution System is to be installed. Owner agrees that Cobb EMC may require that additional work be performed prior to the installation of the Distribution System. The Owner agrees to abide by county or city, as applicable, utility placement standards. The Owner agrees to install property pins in subdivisions. In developments with zero lot lines or private streets the Owner will provide Cobb EMC with a clearly designated path for the power lines. The Owner also agrees to clear and reserve an appropriate area for the placement of transformers and streetlights. If the development has zero lot lines or private streets, the Owner shall clearly mark or stake transformer and streetlight locations.
 8. Cobb EMC will furnish and install conduits at locations designated by Cobb EMC under areas to be paved prior to installing the main Distribution System. The Owner agrees to notify Cobb EMC prior to any paving so Cobb EMC can install conduits where necessary. If the Owner fails to provide Cobb EMC adequate time, as determined by Cobb EMC, to install crossings, Cobb EMC reserves the right to charge the Owner for the cost of punching or boring any streets or locations that may be necessary to allow for the installation of the Distribution System, and Owner agrees to pay such cost.
 9. The Owner agrees to comply with the rules and regulations of the National Electric Code, National Fire Protection Association Code and Cobb EMC requirements as it relates to the installation of the Distribution System. These requirements include but are not limited to: a) The transformer pad shall be at least 14 feet from any doorway or related opening; and b) The transformer pad shall be a minimum of 10 feet from any walkway, balcony, building



overhang, canopy, exterior wall (unless fire rated), exterior stair, window, fire escape, and covered walkway. The Owner assumes full responsibility for compliance and for the cost associated with correcting any violations thereof.

10. The Owner agrees to install a conduit with a pull rope to accommodate Cobb EMC's wiring and sonotubes at street light locations in areas where a geo-grid system has been installed for the support of a Modular Wall or where an Underground Storm Water Detention System has been installed. Cobb EMC will not trench or backhoe within the parameters of these systems. Cobb EMC will furnish the conduit and sonotubes for installation by the Owner, which must be inspected by a qualified Cobb EMC representative before back filling. The Owner is responsible for acquiring the adequate compaction after Cobb EMC's facilities are installed.

11. If rock excavation is required to install the Distribution System, the Owner agrees to elect one of the following options, **(mark one option)**: (1) _____ Owner will pay Cobb EMC Sixty Dollars (\$60.00) per linear foot for rock excavation. This would include removing the rock from the trench and bedding the trench with sand or dirt. Cobb EMC will not remove the rock from the project. Or, (2) _____ Owner will remove the rock from the trench, to Cobb EMC's specifications, and bring in adequate sand or dirt for bedding the trench. If the Owner elects to remove the rock, this work must be performed within a reasonable time so as not to impede the progress of the construction.

12. Notwithstanding anything in this Agreement to the contrary, if problems develop, Cobb EMC reserves the right to stop construction and terminate any further work in its sole discretion. If construction is terminated because of water lines, sewer lines or storm drain lines being in the area designated for the power lines, Cobb EMC will not continue any work until the Owner has written permission from the county or city, as applicable, authorizing Cobb EMC to change utility placement location or until the obstacle(s) have been removed or relocated.

13 If the Development is One (1) acre or more, the Owner agrees to comply with all terms of the General Permit for Stormwater Runoff from Construction Sites, as directed by the Georgia Environmental Protection Division ("EPD").

THIS AGREEMENT will be binding upon both parties, their heirs, successors, and assigns.

Owner

Print Name

Title

Date

Cobb EMC

Print Name

Title

Date