

Outdoor Lighting Service -- NESC® * Standard



Ref# 4078507 DWE# _____
 Ref# _____ DWE# _____

Lead # _____

Customer's Name ("Customer"): City of Dunwoody Tel #: (678) 382-6852

Service Address ("Premises"): 4978 Chamblee Dunwoody Road
(Street Number and Name, City, State)
Dunwoody, Georgia Zip Code: 30338

Mailing Address (If different): P.O. Box 888074
(Street Number and Name, City, State)
Dunwoody, Georgia Zip Code: 30356

SS# / Tax ID: Acct# _____ County: DEKALB Region: METRO NORTH

Type Customer: Commercial Industrial Residential New Account Customer Choice

Action	Light Size (wattage) Description	No. Lamps	Off UG	Rate	Type Lamp	Lamp Style	Equipment Amount	Regulated** Energy Amount	Total Charge	
I	150w HPS Post Top	4	UG	US40	IR	PT	\$31.28	\$22.68	\$53.96	
							Total	\$31.28	\$22.68	\$53.96

Action: I=Install; RM=Remove; D=Disconnect; RC=Reconnect

Type of Business: Boxwood S/D Remarks: _____
4 - 150watt High Pressure Sodium Generation ACN Post Top Fixtures
4 - 14' Mounting Height Washington Shakespeare Fiberglass Poles

Initial Term of Agreement: 1 Months

Prepaid Lease Amount: \$ 14,220.00 Bill Collected

Current Estimated Monthly Charge for Outdoor Lighting Services: _____ \$53.96
 **The Regulated Energy Charge is subject to change at any time as dictated by the Georgia Public Service Commission.

Customer agrees to lease from Georgia Power Company ("GPC") the outdoor lighting equipment identified as Action "I" and/or "RC" above (the "Equipment") in accordance with the terms and conditions on the back of this Agreement.

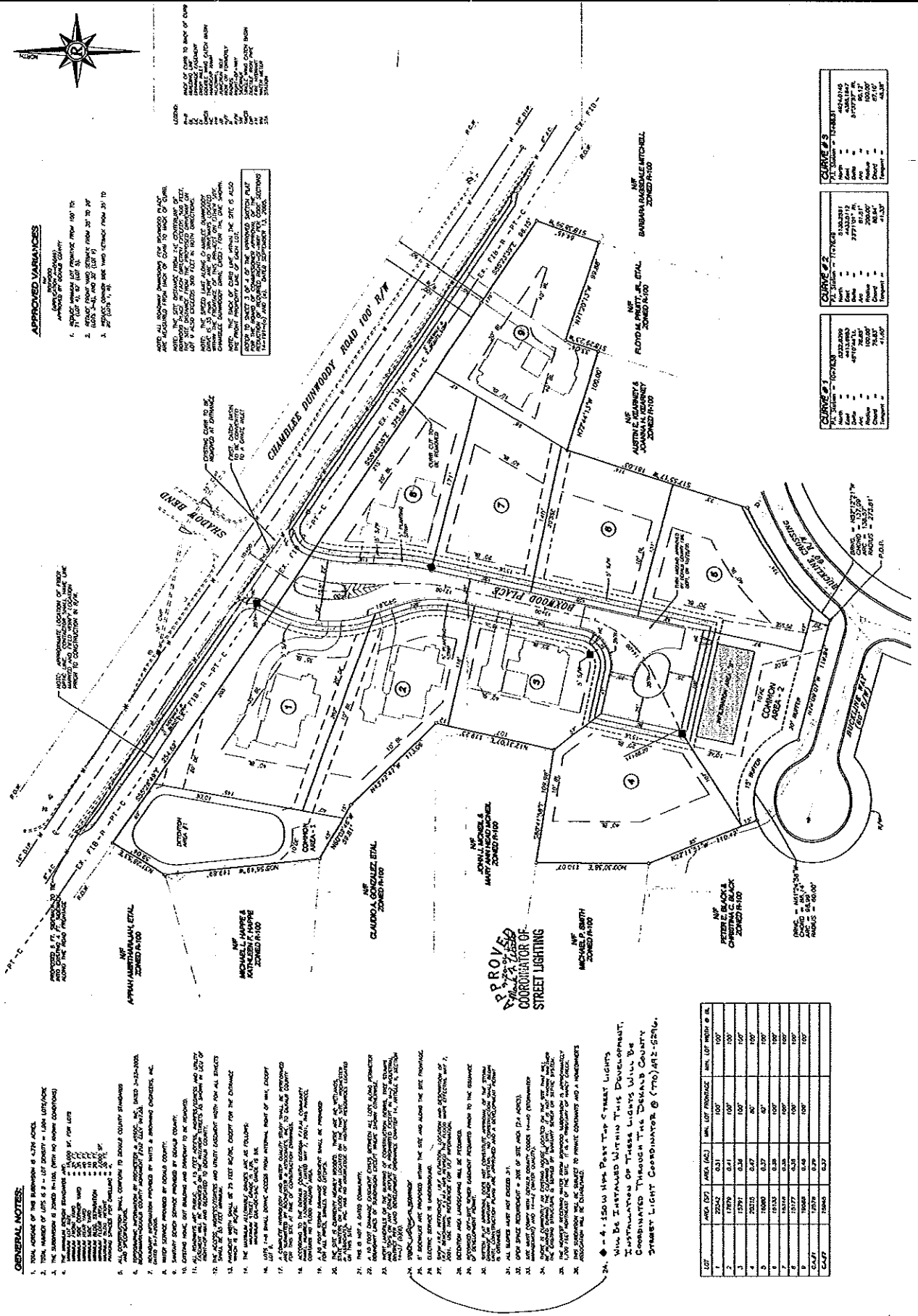
Authorized Signatures of the "Parties":

Customer
 Signature _____ Date _____
 Name Printed _____
 Title _____

Georgia Power
 Signature Gene Edwards Date Feb. 2, 2009
 Name Printed Account executive
 Title _____

* NESC is a federally registered trademark of IEEE
 WHITE - B579g

1. **Outdoor Lighting Lease.** GPC agrees to lease the Equipment to Customer, install the Equipment for Customer's use at the Premises identified on the front of this Agreement, and sell to Customer the energy ("Electric Service") necessary for Equipment operation. Charges for the Electric Service shall be as set from time to time by the regulations and rate schedules of the Georgia Public Service Commission (incorporated by this reference). Customer acknowledges that the Equipment shall be, and shall remain, the exclusive personal property of GPC (notwithstanding that the Equipment is attached to real property) and that GPC has the option to remove the Equipment from the Premises at the termination of this Agreement.
2. **Maintenance.** GPC shall maintain the Equipment and shall bear the cost of routine repair or replacement of lamps, photocells, and similar components. Customer, however, shall be responsible for GPC's cost of repairing or replacing any Equipment damaged by Customer or any third party. Customer shall notify GPC promptly of any damage to the Equipment or lighting outage.
3. **Payment.** Customer agrees to pay the Monthly Charge for Outdoor Lighting Services as billed, which shall be due and payable within 20 days of billing. In the event of a partial payment, GPC shall first allocate the amount paid toward satisfaction of Electric Service charges.
4. **Term.** The initial term of this Agreement shall be 2 years (or any longer "Initial Term of Agreement" indicated on the front), calculated from the date of the first monthly bill ("Initial Term"). Thereafter, this Agreement shall automatically renew with the same terms and conditions for successive one-month terms ("Renewal Term"), unless either Party gives the other Party at least 30 days' prior written notice of its desire to terminate this Agreement at the end of the Initial Term or the then-current Renewal Term.
5. **Access and Warranty of Authority.** During this Agreement's term, and for a reasonable time thereafter, Customer grants the right of access and a license to GPC, its parent, affiliates and authorized contractors and their personnel (the "GPC Parties"), along with all necessary vehicles, machinery, tools and equipment, to enter Customer's Premises to install, inspect, maintain, replace, repair, or remove the Equipment. The person signing this Agreement on behalf of Customer represents and warrants to GPC that he/she has the power and authority to do so, and has all rights and authority necessary to assure the GPC Parties' access to the Premises.
6. **Installation.** With respect to the underground installation of the Equipment (whether underground electric distribution facilities or poles) ("Facilities") on the Premises, Customer warrants that:
 - (a) The area designated for Facilities installation is clear of all obstructions (with the exception of rock); all property lines are clearly and accurately marked; and the final grade shall vary no more than six inches from the grade which existed at the time the Facilities were installed. Customer assumes the risk of the presence of rock or any hazardous condition (whether known or unknown, foreseen or unforeseen) and shall bear the cost of rock or hazardous condition removal to allow installation of the Facilities. If rock/hazardous condition removal delays installation, the reasonable delay costs shall be borne by Customer. If GPC is unable to install the Facilities in the desired timeframe due to rock or hazardous conditions, Customer shall take no action of any kind, legal or otherwise, against GPC. Customer shall bear all costs of altering the Facilities or Equipment for changes requested by Customer or dictated by circumstances and conditions outside GPC's control.
 - (b) If Customer chooses to perform, either directly or through another, any part of the Facilities installation (including, without limitation, trenching), Customer warrants that its work shall meet GPC's installation specifications (which shall be provided to Customer and are incorporated by this reference). Customer shall bear any and all reasonable additional costs necessitated by Customer's non-compliance with GPC's specifications, or arising from lack of timely (i.e., 10 days') notice to GPC that GPC's portion of the Facilities installation can commence.
 - (c) It is agreed between the Parties that any damage to private utilities (including but not limited to private gas lines, water lines, and sewer lines) on the Premises not properly disclosed, identified and marked by Customer shall not constitute negligence on the part of GPC; any loss or damage therefrom shall be the sole responsibility of Customer.
7. **Facilities Protection.** Throughout the term of this Agreement, Customer shall inform its personnel, contractors and any other person(s) performing construction services at the Premises ("Third Parties") of the presence of the Facilities. Customer shall require that all Third Parties (or anyone digging in the Facilities' area) shall be responsible for providing notices and locate requests to the Utilities Protection Center and for coordinating all activities with the Utilities Protection Center and with all utility facility owners or operators as may be required under the Georgia Utility Facility Protection Act (O.C.G.A. § 26-9-1 et seq.) or the High-voltage Safety Act (O.C.G.A. § 46-3-30 et seq.), and any amendments to these Acts. As between Customer and GPC, Customer shall bear any and all costs (including repair costs) associated with failure to satisfy the requirements of these laws and for damages to the Facilities or Equipment caused by anyone other than the GPC Parties. **IF THE FACILITIES ARE DAMAGED, CUSTOMER SHALL NOTIFY GPC AS SOON AS POSSIBLE BY CALLING (888) 660-6880 to report the location and type of damage.**
8. **SAFETY; NO WARRANTY.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF CUSTOMER'S PREMISES AND ACKNOWLEDGES THAT GPC'S PERFORMANCE UNDER THIS AGREEMENT DOES NOT CONSTITUTE, AND SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF, ANY OBLIGATION OR DUTY TO ENSURE THE PREMISES' SAFETY. **GPC MAKES NO COVENANT, WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY) REGARDING THE EQUIPMENT, FACILITIES, OR ANY SERVICES UNDER THIS AGREEMENT.**
9. **TAX STATUS.** CUSTOMER ACKNOWLEDGES THAT GPC HAS MADE, AND MAKES, NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE INTERNAL REVENUE SERVICE'S TREATMENT OF THIS TRANSACTION OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW. IN ENTERING INTO THIS AGREEMENT, AND WITH RESPECT TO ALL MATTERS PERTAINING TO THIS AGREEMENT, CUSTOMER RELIES SOLELY ON ITS OWN ADVISORS AND NOT ON GPC.
10. **Default.** Customer shall be in default of this Agreement if any amount owed (whether for Monthly Charge for Outdoor Lighting Services, or charges under Sections 2 or 6 above) has not been paid within 60 days of billing. GPC's waiver of one or more past defaults shall not be deemed a waiver of any other default. If Customer is in default, GPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and the Equipment portion of the Monthly Charge for Outdoor Lighting Services for the Agreement's remaining term, remove the Equipment from the Premises, and seek any and all other remedies available at law or in equity.
11. **Indemnity.** Customer assumes liability for, and agrees, to the fullest extent allowed by law, to indemnify, defend, and hold harmless the GPC Parties from, any and all liabilities, losses, damages, penalties, legal claims, judgments, and expenses (whether based upon tort, breach of contract or otherwise and including, without limitation, court costs and reasonable attorneys' fees) imposed on, or asserted against the GPC Parties (whether or not also indemnified against by any other person) in any way related to or arising out of this Agreement, the Equipment, or the services under this Agreement. If any liability asserted against Customer results from the sole negligence of the employees or agents of the GPC Parties, then Customer shall not be liable under this Section 11.
12. **Entire Agreement; Modification.** This Agreement shall be governed by Georgia law and is the complete and exclusive statement of the agreement between the Parties regarding the Equipment. Any and all oral or written representations, understandings, or agreements between the Parties with respect to the Equipment are merged into and superseded by this Agreement. Any alleged prior dealings, usage of trade, course of dealing or course of performance shall not be used to explain or supplement the express terms of this Agreement. This Agreement shall not be amended or modified, and no waiver of any provision in this Agreement shall be effective, unless set forth in a written document executed by authorized representatives of both Parties.



APPROVED VARIANCES
 1. VARIANCE TO SETBACK REQUIREMENTS FOR THE PROPOSED BUILDING FOOTPRINTS.
 2. VARIANCE TO SETBACK REQUIREMENTS FOR THE PROPOSED DRIVEWAYS.
 3. VARIANCE TO SETBACK REQUIREMENTS FOR THE PROPOSED DRIVEWAYS.
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GENERAL NOTES:
 1. TOTAL AREA OF THE DEVELOPMENT IS 3.74 ACRES.
 2. TOTAL NUMBER OF LOTS IS 102 (100 RESIDENTIAL LOTS AND 2 COMMON AREAS).
 3. THE DEVELOPMENT IS ZONED R-100 (RESIDENTIAL SINGLE-FAMILY).
 4. THE DEVELOPMENT IS TO BE CONSTRUCTED IN PHASES.
 5. ALL CONSTRUCTION SHALL COMPLY WITH DEKALB COUNTY STANDARDS.
 6. ALL CONSTRUCTION SHALL COMPLY WITH GEORGIA STATE STANDARDS.
 7. ALL CONSTRUCTION SHALL COMPLY WITH LOCAL ORDINANCES.
 8. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE REGULATIONS.
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STREET LIGHTING
 APPROVED BY THE DEKALB COUNTY STREET LIGHTING COORDINATOR.
 LIGHTING LOCATIONS ARE SHOWN ON THE PLAN.

COMMON AREA 2
 COMMON AREA 2 IS TO BE MAINTAINED BY THE DEVELOPER.
 COMMON AREA 2 IS TO BE MAINTAINED BY THE DEVELOPER.

ADJACENT PROPERTIES:
 APARTS AT CHAMBLIS OUTWOOD ROAD
 APARTS AT BOXWOOD PLACE
 APARTS AT CHAMBLIS OUTWOOD ROAD

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LOT	AREA (SQ. FT.)	AREA (AC.)	MIN. LOT FRONTAGE	MIN. LOT WIDTH (FT.)
1	22,500	0.51	100'	100'
2	15,000	0.34	100'	100'
3	15,000	0.34	100'	100'
4	15,000	0.34	100'	100'
5	15,000	0.34	100'	100'
6	15,000	0.34	100'	100'
7	15,000	0.34	100'	100'
8	15,000	0.34	100'	100'
9	15,000	0.34	100'	100'
10	15,000	0.34	100'	100'
COMMON AREA 1	15,000	0.34	100'	100'
COMMON AREA 2	15,000	0.34	100'	100'

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 APARTS AT CHAMBLIS OUTWOOD ROAD
 APARTS AT BOXWOOD PLACE
 APARTS AT CHAMBLIS OUTWOOD ROAD

Georgia Power Company

11675 Willis Rd - Bldg # 1
 Alpharetta, Georgia 30004
 (770) 740-7710 fax (770) 740-7670

INVOICE

Customer

Customer Bill Grant Homes
 Address 1711 Mount Vernon Road
 City Dunwoody State GA 30338
 PHONE (770) 394-7007

Date 11/13/2007
 Order No. 4078507
 Rep Gene Edwards
 FOB Upon Receipt

Qty	Description	Unit Price	TOTAL
4	Installation of 4 - 150w HPS Post Top Fixtures Installation of 4 - 14' Fiberglass Poles	\$3,555.00	\$14,220.00
Boxwood S/D 4978 Chamblee Dunwoody Road Dunwoody, Georgia 30338 Georgia Power Company		PAID 11/13/07 # 8833	

Payment Details

- Cash
 Check

SubTotal	\$14,220.00
Shipping & Handling	\$0.00
PD	
Tax	
TOTAL	\$14,220.00

Office Use Only

Make checks payable to: Georgia Power Company

Questions - Please contact Gene Edwards @ (770) 740-7710

DEKALB COUNTY
TRANSPORTATION DIVISION
1950 WEST EXCHANGE PLACE
4TH FLOOR
TUCKER, GEORGIA 30084

COPY

Street lights are installed on the County maintained streets of DeKalb County by petition. Petitions must be signed by the property owners representing at least fifty-one percent (51%) of the total street-side footage on each street to be lighted. (Please note the percentage is for street-side footage and NOT for the number of property owners). This petition does not apply to private streets or to streets within an incorporated city.

THE PETITION PROCESS

A Petition form is on the other side of this sheet, a separate sheet is required for each street. The petition can only be signed by the property owners; all property on the street – developed or undeveloped; commercial or residential – is included and will be used in determining the percentage of street-side footage. Once a petition has been submitted to this office, no signature can be altered or removed. All signatures will be verified against the tax records for ownership; signatures of non-owners such as renters will not be accepted. After it has been determined that the proper number of signatures have been obtained and ownership verified, a Public Hearing will be advertised. All information will be submitted to the Board of Commissioners with a recommendation that a street light district be established for your particular area. This process normally takes about three (3) months to complete after the required petition forms have been received by this office. The street lights are installed and maintained by your local power company. The installation usually takes between twelve (12) and sixteen (16) weeks after the Board of Commissioners has established the street light district.

THE COST FOR STREET LIGHTS

In areas with underground utilities, street light poles are not installed as part of the normal electrical service. Therefore, the cost of the pole installation must be paid by homeowners by the developer. At the time the petition form is submitted to this office, a check made payable to the local power company for the cost of the poles must be attached to the petition form. The actual location and quantity of poles required will be determined by the DeKalb County Street Light Coordinator and the local power company. The installation cost, which is determined by the power company serving your area*, for the street(s) covered by this petition is \$ 14,220.00.

In addition to the cost for the installation of the street light poles listed above, there is an annual power charge assessed for these street lights. This assessment is usually between \$.28 and \$.50 per front footage per year. In the case of a corner lot where both the front and side streets are lighted, the assessment will be based on the total front footage plus any footage on the side street in excess of one hundred fifty feet (150'). On corner lots where only the side street is lighted, the assessment will be based on the side footage in excess of one hundred fifty feet (150'). This annual assessment will be included on the property owners' tax statement, and will be due at the time all other taxes are paid on the property.

ADDITIONAL INFORMATION

There are three different power companies serving DeKalb County; Georgia Power (770) 621-2437; Snapping Shoals EMC (770) 786-3484; and Walton EMC (770) 267-2505. If you need any additional information about this process, contact the DeKalb County Street Light Coordinator at (770) 492-5296.

*For the installation cost, please contact your local power company.

- This petition form is for use by developers for streets with underground power

PETITION FOR INSTALLATION OF STREET LIGHTS
IN DEKALB COUNTY

The undersigned property owners hereby request the DeKalb County Board of Commissioners to contract with the appropriate Public Utility Company for the installation, service and maintenance of street lights on our street(Boxwood Place), the annual cost of service and maintenance to be assessed against the abutting property at the present rate of \$ _____ per street-side foot per year as prescribed by the DeKalb County Code of Ordinances, which requires the property owners to pay for all costs associated with the installation, service and maintenance of street lighting. It is understood this annual assessment to cover the cost of service and maintenance could change if lighting costs vary.

The one-time installation cost for fixtures is to be paid prior to the installation of the street lights directly to our local power company. This installation cost is estimated to be \$ 14,220.00.

We understand that owners of the property representing at least fifty-one percent (51%) of the total street-side footage on each affected street must sign this petition prior to submission to the DeKalb County Board of Commissioners. We further understand that no signatures can be removed or altered after the petition has been submitted.

We certify that all signatures listed below are not tenants, but owners of the property located at the address beside the signature this 23 day of October, 2007.

NOTE: Use Separate Form For Each Street:

Bill Grant Properties
COMPANY NAME
William D. Grant
NAME (PRINT)
[Signature]
SIGNATURE
Manager
TITLE
770-394-7007
COMPANY PHONE NO:

ADDRESS OF PROPERTY OWNED
8 lots on Boxwood Place
Atlanta, GA 30338
* Street addresses currently
unassigned.
* All lots owned by Bill
Grant Properties.