

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

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STATE OF SOUTH CAROLINA GRANTOR S. C.
COUNTY OF Lancaster 12-42 PH '83
GONN AVERSLEY

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) _____

Nathaniel E. Cain + Barbara L. Cain

_____ unmarried husband and wife hereinafter referred

to as "Grantor," in consideration of the sum of NONE

\$ _____ Dollars in hand paid by Blue Ridge Electric Cooperative, Inc. whose principal office is in Pickens, South Carolina, hereinafter called the "Cooperative", the receipt of which is hereby acknowledged, and other valuable considerations do hereby grant unto the Cooperative, its successors, les-ees and assigns, the perpetual right, privilege, and easement:

- a) To go upon the tract of land of the Grantor, containing 5 acres, on Road Southward situate about 2 miles in the north direction from the town of Tignville and being bounded by lands owned by Ronnie White, Merrill Estate and others
- b) To construct, reconstruct, locate, relocate, operate, maintain and repair in, upon, over, under and through said land, within a right-of-way strip of the width of 30 feet, and or in, upon, under, over or along all streets, roads, highways, or waterways thereunto abutting in a proper manner, with poles, towers, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical transmission and or distribution lines or systems, for the purpose of transmitting and or distributing electricity by one or more circuits and of carrying wires of the Cooperative or any lessee thereof;
- c) To enter upon said land at any time for the purpose of inspecting said lines and facilities and making necessary repairs and alterations thereof.
- d) To make such changes, alterations and substitutions in said lines, facilities or structures from time to time as the Cooperative deems advisable or expedient;
- e) To, by mechanical or chemical means or otherwise, keep and maintain a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth, except ordinary fences, along said lines, facilities or structures for a space 30 feet in width; and
- f) If an overhead line is constructed, to cut or fell any tree outside of said right-of-way herein granted, which, in the opinion of the Cooperative or its representative(s), constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines, facilities or structures, a danger tree being any 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 nearer side of the nearest conductor or to the nearest conductor itself.

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The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on the above described land by the Cooperative or its representative(s) shall be and remain the property of the Cooperative, removable or replaceable at its option; and that the Grantor will not construct any structure other than ordinary fencing within the cleared portion of said right-of-way, except upon the prior agreement thereof by the Cooperative in writing.

The Cooperative agrees that in locating or relocating and installing its structures and anchors, it will endeavor to take advantage of railroads, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor and his use of said lands; and that if, in the construction of said lines, facilities or structures, any injury is necessarily done to crops, fences, bridges or roads, it will repair or replace such fences, bridges or roads, and will pay the Grantor for injury to such crops.

Grantor reserves all other rights in said strip of land not inconsistent with the right and easement above set out, except that Grantor agrees that no wells shall be dug on said strips that no septic tank, absorption pits or urinals and storage tanks shall be placed on said strips that no building or other structure shall be erected thereon, and that said strips shall not be used for burial grounds.

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