

CO. S. C.  
ELECTRIC LINE RIGHT-OF-WAY EASEMENT

PH '80  
SPENCER SLEY  
STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) Edward Boss,  
Thelma Boss, Arthur V. Strock, and Frances Strock

(unmarried) (husband and wife) hereinafter referred  
to as "Grantor," in consideration of the sum of Three Thousand Five Hundred Twenty-five and NO/100 Dollars  
(\$ 3,525.00 ) 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, lessees and assigns, the perpetual right, privilege,  
and easement:

- (a) To go upon the tract of land of the Grantor, containing 110 acres, on Packs Mt. Rd., situate about  
two miles in the easterly direction from the town of Tigerville, S.C.,  
Hightower Estate on east,  
and being bounded by lands owned by Luther Slatton on south, H.G. Barton Estate on the west,  
Pearl S. Sudduth and others on the west and north, and Packs Creek on north, to construct an electrical power  
line upon the property shown on the plat attached hereto and marked as Exhibit I.
- (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 100 feet, and/or in, upon, under, over or along  
all streets, roads, highways, or waterways thereunto abutting in a proper manner, with poles, towers, struc-  
tures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical trans-  
mission 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 as shown on the attached plat said land at any time for the purpose of inspecting said lines and facilities and making neces-  
sary 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 100 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; provided however, no  
tree designated as a danger tree which is more than 100 feet from the center line of  
the easement shall be cut or fell by the Cooperative without express approval of Grantor.  
The Grantor agrees that all lines, facilities, structures and related apparatuses and appliances installed on the above des-  
cribed 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 thereto 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 roadways, streets, ditches, hedgerows, etc., so as to cause the least interference to the Grantor and his  
use of said land; 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 in-  
jury to such crops.

Grantor reserves all other rights to 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 strip; that no septic tank, absorption pits, or underground stor-  
age tanks shall be placed on said strip; that no building or other structure shall be erected thereon; and that said strip  
shall not be used for burial grounds.

In the event Cooperative clears the property granted for easement as shown on Exhibit I,  
trees which are cut by Cooperative shall be cleared of branches and stock piled in tree  
lengths in areas which will not disrupt further operations of Cooperative. Grantor shall  
remove said timber within ninety (90) days of clearing.

SPENCER SLEY

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