

FILED  
GREENVILLE CO. S. C.  
MAR 15 3 50 PM '78  
DONNIE S. TANKERSLEY  
R.N.C.

Vol 1075 p. 341

STATE OF SOUTH CAROLINA  
COUNTY OF Greenville }

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more) \_\_\_\_\_  
Robert and Frances K. Collins  
\_\_\_\_\_ (unmarried) (husband and wife) hereinafter referred

to as "Grantor," in consideration of the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) 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 8 acres, on Road Old Kelly, situate about  
4 miles in the Eastern direction from the town of Marietta  
and being bounded by lands owned by Ed. M. Parnell, J. S. Stockburg,  
Kerry Cannon and neat
- (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 24 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 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 24 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.

GC 10 - 3 MAR 15 '78  
964  
15001

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.

118-86-18

0347

4328 RV-2