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ELECTRIC LINE RIGHT-OF-WAY EASEMENT

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

FILED  
GREENVILLE CO. S.C.

Map No. Nov 28  
Map 10 38 AM '84

DONNIE S. TANKERSLEY  
R.H.C.

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

Gerald R. and Denise U. Davis

GERALD R. DENISE U. DAVIS (husband and wife) hereinafter referred to as "Grantor," for good and valuable consideration 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 6 1/2 acres on Road Ponder Lane, situate about 5 miles in the S. EAST direction from the town of North Greenville, and being bounded by lands owned by Mr & Mrs. Luther Hamby, Mr & Mrs. Kenneth Corbin 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 up to a width of twenty feet on each side of the centerline of the distribution lines, and/or in, upon, under, over or along all streets, roads, highways, or waterways thereunto abutting, in a proper manner, with poles, structures, overhead and underground wires and other necessary fixtures, apparatuses and appliances, electrical distribution lines or systems, and any support structures located outside the right-of-way strip, for the purpose of 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 keep and maintain, as the Cooperative deems necessary, a right-of-way clear of all structures, trees, stumps, roots, shrubbery and undergrowth along said lines, facilities or structures for a space of up to twenty feet in width on each side of the centerline of said lines;
- (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; and
- (g) To implement the following provisions:

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 within 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 injury 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 storage 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.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Cooperative, its successors and assigns, forever.

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