

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is entered into by and between Oconee County, South Carolina (“Grantor”) and Blue Ridge Electric Cooperative, Inc. (“Grantee”) as of _____, 2009.

WHEREAS, Grantor is the owner and holder of fee simple title to certain property located in Oconee County, South Carolina, the deed to which was recorded in the office of the Register of Deeds for Oconee County, South Carolina on August 9, 1995, in Deed Book 828 p. 121, and having Oconee County TMS# 149-00-01-004; (“Grantor Property”); and,

WHEREAS, Grantee wishes to acquire from Grantor, and Grantor wishes to grant to Grantee, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and being designated as “Right-of-Way and Utility Easement Area” on a utility route survey beginning at route Station 87+77.65 and ending at Station 90+99.08 prepared by Souther Land Surveying entitled “OCONEE COUNTY RIGHT-OF-WAY TO BE ACQUIRED BY BLUE RIDGE ELECTRIC COOPERATIVE, INC. EBENEZER 100 KV TRANSMISSION LINE” dated October 27, 2008 and recorded in the office of the Register of Deeds for Oconee County, South Carolina on _____, 2009 in Plat Book ____ at Page ____ (“Survey”).

NOW, THEREFORE, for and in consideration of Nine Thousand Eight Hundred and 00/100 Dollars (\$9,800.00), receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENT. Grantor does hereby grant, bargain, sell, convey unto Grantee, its successors and assigns, a perpetual, non-exclusive right-of-way and utility easement upon, over, through and across that certain piece, parcel or tract of land being contained within and located upon the Grantor Property and being designated as Right-of-Way and Utility Easement Area on the Survey, to construct, maintain, alter, repair and replace one or more electric transmission, distribution and communication lines, including, but not limited to, underbuild, towers, poles, anchors and any necessary fixtures and wires attached thereto, footings, foundations, counterpoised underground wires, and all structures, appliances and antennas and electronic equipment necessary in connection therewith (the foregoing individually or collectively, the “Lines and Appurtenances”); together with the right to clear and keep clear all brush, timber and tree tops within the Right-of-Way and Utility Easement Area which might endanger any of the Lines and Appurtenances.

2. OWNERSHIP OF LINES AND APPURTENANCES. All Lines and Appurtenances shall remain the property of Grantee, removable at the sole option of Grantee at any time.

3. REMOVAL OF DANGER TREES. Grantee shall not remove trees located outside the Right-of-Way and Utility Easement Area (“Danger Trees”) without prior written consent of Grantor, which consent shall not be unreasonably withheld; provided, however, that Grantor’s

refusal to consent to the removal of one or more Danger Trees shall not be deemed unreasonable under this Agreement unless Grantee has provided Grantor a signed written statement by a registered and professionally licensed forester that the particular Danger Tree or Danger Trees in question pose a threat of injury or damage to the Lines and Appurtenances. For Danger Trees removed after the initial clearing, Grantee will pay Grantor the fair market value of such Danger Trees at the time of cutting as determined by a registered and professionally licensed forester in a written estimate which shall be provided to Grantor prior to such cutting.

4. OWNERSHIP OF CUT TREES. All trees cut by Grantee by virtue of this easement agreement shall become the property of Grantee and, except as directed by a local, state and/or federal agency, Grantee shall promptly remove all cut trees, brush, timber and tree tops cleared by Grantee from the Grantor Property, and Grantee shall restore the surface of disturbed ground to approximately the grade and shape of the surrounding land. The cost of any damage to the Grantor Property (other than to trees, brush, timber and tree tops cleared or removed pursuant to the terms of this Agreement) caused by Grantee, or Grantee's agents, employees or contractors shall be borne by Grantee; provided, however, that Grantor shall be entitled to repair such damage and seek reimbursement from Grantee.

5. BUILDINGS OR STRUCTURES. No buildings or permanent structures shall be placed within the Right-of-Way and Utility Easement Area.

6. TRANSFER OR ASSIGNMENT. This Agreement shall extend to the parties hereto and be transferable, in whole or in part, to their successors and assigns.

7. AMENDMENT: This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and may not be abrogated, modified, rescinded or amended in whole or in part without the express written consent of the Parties or their respective successors or assigns. This Agreement and all amendments hereto shall be recorded in the public records of the Oconee County, South Carolina.

8. NOTICES: Any notice, request, demand or other communication to be given to either party hereunder shall be in writing and shall, be given or served by depositing the same in the United States mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party or by private courier guaranteeing next day delivery.

The following is the address for notice purposes of Grantor:

Oconee County
Attn.: Oconee County Administrator
415 South Pine Street
Walhalla, South Carolina 29691

The following is the address for notice purposes of Grantee:

Blue Ridge Electric Cooperative, Inc.
Attn.: Manager of Engineering
734 West Main Street
Pickens, South Carolina 29671

Either Party may lodge written notice of a change of address with the other. Notices shall be deemed given on the date of personal delivery to the specified Party, or the date of receipt indicated on the return receipt card, or on the date that the certified mail is rejected by the addressee. Each Party shall in good faith make reasonable efforts to deliver any notice required hereunder to the Party entitled to receive notice.

9. GOVERNING LAW: This Agreement shall be governed by and enforced in accordance with the laws of the State of South Carolina.

10. TIME OF ESSENCE: This is of the essence of this Agreement.

11. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one original document.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said Blue Ridge Electric Cooperative, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and Seal(s), this ____ day of _____, 2009.

WITNESS:

WITNESS:

GRANTOR:

Oconee County, South Carolina

By: _____

Its: _____

GRANTEE:

Blue Ridge Electric Cooperative, Inc.

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT
(Pursuant to S.C. Code Section 30-5-30 (c))

I, _____, Notary Public for South Carolina, do hereby certify that
Oconee County, by _____, its _____ personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness by my hand this _____ day
of _____, 2009.

Notary Public for South Carolina

My Commission Expires:

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

ACKNOWLEDGMENT
(Pursuant to S.C. Code Section 30-5-30 (c))

I, _____, Notary Public for South Carolina, do hereby certify that
Blue Ridge Electric Cooperative, Inc., by _____, its
_____ personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

Witness by my hand this _____ day
of _____, 2009.

Notary Public for South Carolina

My Commission Expires:
