

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) RIGHT-OF-WAY AGREEMENT

*10/27/75
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KNOW ALL MEN BY THESE PRESENTS, That Marshall Montgomery and Hattie L. Montgomery, Grantors and in consideration of Ten and No/100 Dollars (\$10.00) paid by Threatt-Maxwell Enterprises, Inc., hereinafter called the Grantee, receipt of which is hereby acknowledged, do hereby grant and convey unto the said Grantee, a right-of-way in and over our tract of land, said right-of-way being twenty-five (25) feet wide, extending 12.5 feet on each side of the center line and being more fully shown by plat entitled Sanitary Sewer Right-of-Way across property of Marshall and Hattie L. Montgomery made by C. O. Riddle, RLS, August 4, 1975 and recorded in the REC Office for Greenville County in Plat Book 5-2 at Page 67. It is further understood and agreed that during the construction that the right-of-way is to be 40 feet in width, 20 feet on each side of center line, and upon completion of construction, the right-ofway shall be 25 feet in width as set forth above. A reference is hereby made to said plat for a more complete description.

The right-of-way is and does convey to the Grantee, its successors and assigns the following: the right and privilege of entering the aforesaid strip of land and to construct, maintain and operate within the limits of same, pipe lines, man holes and any other adjuncts deemed by the grantee to be necessary for the purpose of conveying sanitary sewage and industrial waste and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said grantee may deem desirable; the right at all times to cut away and keep clear of said pipe lines any and all vegetation that might, in the opinion of the grantee, endanger or injure the pipe lines or their appurtenances, or interfere with their proper operation or maintenance, the right of ingress to and egress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted provided that the failure of the grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of

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