

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LAURENS)
 COUNTY OF GREENVILLE)

MEMORANDUM OF EASEMENT AGREEMENT
 AND OF RIGHT OF FIRST REFUSAL TO
 PURCHASE REAL ESTATE

This agreement made and entered into this 4th day of June, 1973, by and between Victor E. Fienup (hereinafter called "Seller") and O. Perry Earle, III (hereinafter called "Purchaser"),

W I T N E S S E T H

For and in consideration of mutual covenats and certain monetary payments, and upon the terms and conditions set forth in a more detailed form of Agreement for Purchase and Sale of Real Estate bearing even date herewith between the same parties and concerning a portion of that property conveyed to the Seller by deed of James Wilton Stewart dated July 1, 1966, and recorded in the Office of the Clerk of Court for Laurens County in Deed Book 172 at page 139 and in the R. M. C. Office for Greenville County in Deed Book 802 at page 83, part of said property being situate in Laurens County and part thereof being situate in Greenville County, the Purchaser and the Seller have agreed to certain further provisions, in addition to the agreements to sell and purchase the property described therein, and said agreement shall expressly survive the date of delivery of deed for such property:

(a) Purchaser agrees that Seller shall have continued use of the pump on the northernmost pond of the property to be conveyed to Purchaser in accordance with the provisions of the Agreement for Purchase and Sale of Real Estate, of which this instrument is a memorandum, and the Seller shall also have the continued use of the water line from said pump serving a tenant house of the Seller even though the water line and pump are located on that portion of tract to be conveyed to Purchaser, and which shall become Purchaser's property; provided however, that Seller shall maintain said pump and water line during the period