

to cause, by reason of the location and non-negligent operation of said quarry, rock crushing and asphalt plant vibration(s) and noise(s) through and across The Property and to cause dust, particulate(s) and other material(s) and odor(s) to descend upon, go across and be in the air above The Property and in general, to subject The Property to all damages and consequences arising from such location and non-negligent operation of the quarry, rock crushing and asphalt plant operations on property owned and/or leased by Sloan Construction Co., Inc., its successors and assigns.

TO HAVE AND TO HOLD all and singular the full enjoyment of the said easement before mentioned and described on The Property unto Sloan Construction Co., Inc., its successors and assigns forever. F. A. and Julia P. Hightower hereby warrant on behalf of themselves, their heirs, executors, administrators and assigns that they have the full right and power to grant this easement.

It is further agreed that in consideration of the sum set out above, F. A. and Julia P. Hightower hereby grant, bargain, sell, assign and set over to Sloan Construction Co., Inc., its successors and assigns, the irrevocable right, privilege and option of First Refusal to purchase The Property described in Exhibit A attached hereto. If F. A. and Julia P. Hightower shall receive any offer to purchase The Property (or any portion thereof) described on Exhibit A attached hereto, which said F. A. and Julia P. Hightower are willing to accept, F. A. and Julia P. Hightower shall immediately notify and offer to Sloan Construction Co., Inc. the right to purchase The Property (or any portion thereof) described in Exhibit A for the same price and upon the same terms as any such offer F. A. and Julia P. Hightower may receive. For a period of fourteen (14) days after receipt of said written offer, Sloan may elect to meet the terms of said offer and shall in writing notify F. A. and Julia P. Hightower of its desire to accept said offer. If Sloan does not elect to accept said offer, F. A. and Julia P. Hightower may accept said original offer only on the same terms communicated

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