

shall have and hold an easement over, upon, through and across The Property to cause, by reason of the location and non-negligent operation of said quarry, rock crushing and asphalt plant (described above), 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.

Sloan Construction Co., Inc., its successors and assigns forever, to have and to hold all and singular the full enjoyment of the said easement before mentioned and described on The Property.

It is further agreed that by acceptance of The Property, or any interest therein, any person firmly binds and obligates himself, his heirs, executors, administrators, successors and assigns, (hereinafter referred to as such person), and does 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 1 attached hereto. If such person shall receive any offer to purchase The Property (or any portion thereof), which such person is willing to accept, such person shall immediately notify and offer to Sloan Construction Co., Inc., the right to purchase The Property (or any portion thereof) for the same price and upon the same terms as any such offer such person 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 such person of its desire to accept said offer. If Sloan does not elect to accept said offer, such person may accept said original offer only on the same terms communicated to Sloan; if the offer or subsequent offer is not accepted, this right of first refusal shall continue as to any offers made to such person until said property is sold. Such person, however, reserves the right to give The Property described in Exhibit 1 in consideration of love and affection to members of their immediate family (hereby

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