

interest therein, by agreement, lease, purchase, gift, devise, and decent, shall take The Property, or any interest therein, subject to this easement, which by acceptance of The Property, or any interest therein, such party firmly binds and obligates himself, his heirs, executors, administrators, successors and assigns to faithfully observe.

NOW, THEREFORE, it is hereby declared as follows:

Sloan Construction Co., Inc., its successors and assigns, 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