

satisfactory to Roffs or their heirs, Roffs agree for themselves and their heirs, that Oswalds shall have the privilege and right of purchasing the above described property at the price and on the terms of the offer so made within a period of thirty (30) days after Oswalds are notified of said offer. If Oswalds shall fail to accept and meet the terms of said offer within the time limited, then in that event, the privilege and right to Oswalds shall be null and void. This privilege shall be null and void in the event of the sale by Oswalds of the property conveyed to them by Roffs and shall be null and void after the death of the last to die of George J. Oswald and Constance E. Oswald.

It is also agreed that Roffs or their heirs will not construct or build a residence on the property adjacent to and contiguous with Oswalds so long as either George J. Oswald or Constance E. Oswald shall reside on the property conveyed to them by Roffs.

It is also agreed that so long as this first refusal to purchase is in effect Oswald shall have the use and enjoyment of the land owned by Roffs adjacent to and contiguous with the property conveyed by Roffs to Oswalds to include the right to thin the standing timber for purposes of proper maintenance of the land; provided, however, Oswalds are not to be permitted to erect any structures on the land.

IN WITNESS WHEREOF, the parties of the first part and the parties of the second part have hereunto set their hands and seals the day and year first above written.

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| <u>John C. McKain, Jr.</u> | <u>William J. Roff</u> | (SEAL) |
| <u>John E. Roff</u> | <u>Mary H. Roff</u> | (SEAL) |
| Witnesses | <u>George J. Oswald</u> | (SEAL) |
| | <u>Constance E. Oswald</u> | (SEAL) |