

Co., Inc., and Virginia A. Joines at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, conveyed and set over, and by these presents do grant, bargain, sell, assign, convey and set over unto the said Sloan Construction Co., Inc., its successors and assigns, and to Virginia A. Joines, her heirs, executors, administrators and assigns, 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, 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, and property owned by Virginia A. Joines, her heirs, executors and assigns.

*Boyd C. Lister & Sybil L. Lister*  
 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, and to Virginia A. Joines, her heirs, executors, administrators and assigns forever. Boyd C. Lister and Sybil L. Lister 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, Boyd C. Lister & Sybil L. Lister, hereby grant, bargain, sell, assign and set over to Sloan Construction Co., Inc., its successors and assigns, the irrevocable right, privilege and option