

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. Lois L. Parker hereby warrants on behalf of herself, her heirs, executors, administrators and assigns that she has the full right and power to grant this easement.

It is further agreed that in consideration of the sum set out above, Lois L. Parker hereby grants, bargains, sells, assigns and sets 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 Lois L. Parker shall receive any offer to purchase The Property (or any portion thereof) described on Exhibit "A" attached hereto, which said Lois L. Parker is willing to accept, Lois L. Parker 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 Lois L. Parker 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 Lois L. Parker of its desire to accept said offer. If Sloan does not elect to accept said offer, Lois L. Parker 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 Lois L. Parker until said property is sold. Lois L. Parker, however, reserves the right to