

separated from the Sloan Property but having access thereto by means of public ways or private easements, rights or licenses and within a radius of 1/2 mile thereof is hereby deemed to be contiguous to the Sloan Property.

5. Division of Sloan Property. If the Sloan Property is hereafter divided into two or more parts by separation of ownership or by lease, all such parts shall enjoy the benefit of the easement hereby granted.

6. Warranties of Title. The Grantor hereby warrants on behalf of himself, his heirs, executors, administrators and assigns that he has the full right and power to grant the easement referred to in this Agreement and that he has fee simple title to said Property.

7. Duration of Easement. The easement hereby granted and the enjoyment thereof shall continue in perpetuity.

8. Prior Easements. The Easement granted in Section 1 shall supersede and be in lieu of any prior easements executed by Grantor (other than inundation easements) relating to damages arising from the location and operation of the rock quarry, rock crushing plant and asphalt plant, and all such prior easements shall be cancelled of record and of no further effect.

9. Miscellaneous. The word "Grantor" as used herein and all pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons or entity may require in context.

0 3 8 3

4328-172