

WHEREAS, the Grantees, without admitting liability for the aforesaid damages or nuisance, desire to end the cited litigation and obtain from the Grantor an easement allowing the Grantees and their respective successors and assigns to continue the operation of the aforesaid rock quarry, rock crushing plant, asphalt plant and related activities and/or to use the Sloan Property for any lawful purpose and to protect themselves, their successors and assigns, from future lawsuits filed by the Grantor, his heirs, executors, administrators, successors and assigns, for either civil damages or injunctive relief occasioned by such activities; and

WHEREAS, the Grantor has agreed for the valuable consideration herein recited to grant the easement herein set forth as an easement appurtenant to the Sloan Property and which runs with the title to said property thereby making the Grantor's Property the servient estate and the Sloan Property the dominant estate.

NOW, THEREFORE, in consideration of the sum of *870 for* Seventy-five hundred & 00/100 Dollars (\$ 7500.00 ), paid to Grantor by Grantees at and before the sealing of these presents, the receipt and adequacy whereof is hereby acknowledged, it is hereby agreed as follows:

1. Grant of Easement. Grantor hereby grants, bargains, sells, assigns, conveys and sets over to the Grantees, who accept such conveyance for themselves, their successors and assigns, an easement over, upon, through and across Grantor's Property to cause, by reason of the location and operation on the Sloan

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