

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.

10. Binding Effect. The terms "Grantor" and "Grantees" as used herein shall mean the parties hereto, their heirs, executors, administrators, successors and assigns. The Easement set forth hereinabove shall be appurtenant to the Sloan Property and run with the title to said property making the Grantor's Property the servient estate and the Sloan Property the dominant estate.