

issued, as the case may be, with respect to such operations, and the only injunctive relief that may be sought in such event shall be to require Grantees to comply with such federal, state and local laws or regulations, permits and licenses.

3.2 Non-Waiver of Applicable Laws. All federal, state and local laws and regulations, permits and licenses shall apply, and the Grantees shall comply with same as if the Grantors herein had not waived any right to seek damages arising from the location and operation of said rock quarry, rock crushing plant, asphalt plant and related activities.

4. Additions to Sloan Property. The easement hereby granted shall also be appurtenant to any land that may hereafter come into common ownership with the Sloan Property as herein described and that is contiguous thereto. An area physically 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.

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