

right of access to Bench Mark's property through that certain common entrance hereinbefore described, together with the right to cross Bench Mark's property, provided that the following covenants and agreements are complied with.

1. All construction on the common entrance, and so much of the driveway as is necessary, is to be done at the expense of Bench Mark Properties.
2. All construction plans and specifications for the common entrance and driveway must be approved in writing by an Exxon engineer prior to any construction.
3. All maintenance and repairs of the common entrance and driveway are to be at the expense of Bench Mark Properties.
4. Bench Mark Properties agrees to indemnify Exxon for any damage or injury claims which may occur during any period of construction and/or maintenance and repair in the area of the common entrance and driveway.
5. Bench Mark Properties agrees to relocate or replace immediately upon completion of any construction and/or maintenance and repair, any lights, poles, landscaping, shrubbery, trees, or other improvements, which are presently within the area of the common entrance and driveway, to a place on Exxon's property designated by Exxon's engineer.

It is specifically agreed that the subleasing of Exxon's easement rights is subject to Exxon's existing lease, and said sublease is to be cancelled automatically upon either the cancellation or the expiration of Exxon's existing lease agreement.

It is further agreed that either party may cancel this agreement upon 30 days' notice in writing to the other party.

Both parties agree for themselves and anyone acting on their behalf that during the exercise of the rights granted hereunder, they will not impede the flow of traffic into and out of the other's property, nor interfere with the conduct of normal business affairs.

IN WITNESS WHEREOF, the parties have caused these presents to be