

WHEREAS, Life of Virginia desires a cross easement for parking and ingress and egress to and from the remainder of said 14.172 acre tract (Phase II hereinafter) and for other purposes set forth below and C.W.I. is willing to grant a right-of-way and/or easement over Phase II as hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of One and 10/100 (\$1.00) Dollar to each of the undersigned in hand paid by the other, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and conditions hereinafter set forth, C.W.I., as the owner of said 14.172 acre tract referred to hereinabove does hereby grant, bargain, sell and release unto Life of Virginia its successors and assigns, forever:

A non-exclusive perpetual right-of-way and/or easement for parking, vehicular and pedestrian ingress and egress over, across and through Phase II

C.W.I. further agrees:

1. In the event it develops Phase II, a ratio of 5.5 automobile parking spaces per 1,000 square feet of gross leaseable area within Phase II will be maintained; and
2. The expense of operating the common areas on both Phases I and II will be shared by the respective owners thereof in proportion to the gross rentable square feet located on each parcel; and
3. No barriers or other impediments to the free access between Phases I and II shall be erected or maintained; and
4. In developing Phase II, it will not violate the terms of any lease now or hereafter placed on Phase I; and
5. No structures on Phase II which must connect with or attach to structures on Phase I will be constructed without the prior written consent of Life of Virginia; and which consent shall not be unreasonably withheld;
6. Life of Virginia shall have such rights in Phase II as may be necessary to enforce the rights of tenants located in Phase I who may have claims or rights in Phase II pursuant to leases given by C.W.I. and C.W.I. as owner of Phase II agrees to honor all terms of said leases.

Provided however, it is expressly understood and agreed that the rights granted herein for the benefit of Life of Virginia in Phase II are reserved for the benefit of the first mortgagee of Phase II, its successors

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