

CROSS ACCESS EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that _____, a Michigan _____, whose address is _____, owner of the _____ property (as described on the attached Exhibit A), and _____, a Michigan _____, whose address is _____, owner of the _____ property (as described on the attached Exhibit B) in consideration of (\$ 10.00) and the mutual promises and obligations recited below, hereby covenant and agree as follows:

1. That _____, for the benefit of _____ and _____ successors, assigns and transferees, hereby grants _____ in respect to the property described above, a cross access driveway easement for automobiles and other motor vehicles (“Easement A”), as described and depicted herein and on Exhibit C.
2. That _____, for the benefit of _____ and _____ successors, assigns and transferees, hereby grants _____, in respect to the property described above, a cross access driveway easement for automobiles and other motor vehicles (“Easement B”), as described and depicted herein on Exhibit D.
3. Together Easement A and Easement B shall be know as the “Easement Areas”.
4. That said Easements Areas are intended to promote better vehicular, access and circulation to and from the parcels _____ Road through the additional drive aisles and driveways depicted on Exhibit C and D to satisfy the site plan approval requirements of the City of Novi for the development of the subject properties described in the attached and incorporated Exhibits A and B, the driveway areas of which shall hereafter be subject to and burdened by an easement for the benefit of the other parcel for the purpose of vehicular access and circulation.
5. The drives within the Easement Areas shall be constructed and maintained in a good and useful condition by the respective property owners, with damages caused by either parcel owner or its guests or invitees to be promptly repaired by that parcel owner at its sole expense. Upon a failure of a parcel owner to promptly repair damage to the Easement Areas as required by the preceding sentence or to otherwise maintain the Easement Areas in the required condition, the other parcel owner may do so with the actual and reasonable costs incurred chargeable to and promptly payable by the responsible property owner. The

