

## **CROSS-ACCESS AGREEMENT**

**THIS CROSS-ACCESS AGREEMENT** (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by **DWSB Louisville, LLC**, a Kentucky limited liability company (“**DWSB**”), with a mailing address of 401 Milford Parkway, Suite A, Milford, Ohio 45150.

### **WITNESSETH:**

**WHEREAS**, DWSB owns 8.2 acres of property located at 5244 Dixie Highway in Jefferson County, Kentucky (“DWSB Property”), which property is more particularly described in deed of record at Book 11076, Page 80 in the Office of the County Clerk of Jefferson County, Kentucky.

**WHEREAS**, in connection with the RDDDP application in 21-DDP-0035, DWSB desires to confirm and ensure sufficient access rights exist benefitting the adjoining property owners and the public and agree to grant a right of cross-access to adjoining properties and those adjoining the adjoining properties as they currently exist and as may be subdivided in the future.

**NOW, THEREFORE**, as agreed to with the Louisville-Jefferson County Planning Commission in Docket No. 21-DDP-0035 and in consideration of the foregoing premises, the adequacy of which is hereby acknowledged, DWSB does hereby agree as follows:

1. DWSB hereby grants to the adjoining properties and those properties adjoining the adjoining properties and to the public, tenants, invitees, guests, successors and assigns of said adjoining properties, a perpetual cross-access over and across the DWSB Property for the purposes of vehicular and pedestrian ingress and egress to, from and across the DSWB Property, which cross-access area shall be located within the parking lot driving areas existing or as may be relocated and/or reconstructed as part of any redevelopment of the DSWB Property. However, in no event shall the access to Zayre Road or the access to Dixie highway be obstructed except for regular, temporary, maintenance.
2. This agreement is solely for the purpose of cross-access and does not grant any rights to adjacent properties for parking on the DWSB property.
3. This Agreement shall run in favor of the adjoining properties, as well as the Planning Commission which may legally enforce the provisions hereof.
4. This Agreement may not be modified, amended or terminated except written agreement of the Planning Commission.
5. DWSB agrees that the provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto and named herein.



