

EASEMENT AGREEMENT

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This Easement Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[GRANTOR LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]], whose address is [GRANTOR ADDRESS], as owner of the Servient Estate described below ("**Grantor**"); and

[GRANTEE LEGAL NAME], [an individual / a [STATE] [ENTITY TYPE]], whose address is [GRANTEE ADDRESS], as the party receiving the rights granted below ("**Grantee**").

Grantor and Grantee are each a "**Party**" and together the "**Parties**."

Recitals. Grantor owns the real property located at [SERVIENT PROPERTY ADDRESS] in [COUNTY, STATE], more particularly described in **Exhibit A** (the "**Servient Estate**"). Grantee [owns the adjacent or nearby real property located at [DOMINANT PROPERTY ADDRESS], more particularly described in **Exhibit B** (the "**Dominant Estate**") / requires access across the Servient Estate for the purpose described below].

Grantee desires, and Grantor is willing to grant, a defined right to use a portion of the Servient Estate on the terms below. In consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Grant of Easement

1.1 Grant. Grantor grants to Grantee a [non-exclusive / exclusive] easement (the "**Easement**") over, across, and through that portion of the Servient Estate described and depicted in **Exhibit C** (the "**Easement Area**"), for the purpose stated in Section 2 and on the terms of this Agreement.

1.2 Nature of the Easement. The Easement is [appurtenant to the Dominant Estate and runs with the land / personal to Grantee (an easement in gross) and does not run with any land]. If appurtenant, the Easement benefits the Dominant Estate and burdens the Servient Estate, and passes automatically with conveyance of the Dominant Estate.

1.3 Easement Area. The Easement Area consists of a strip or parcel of land approximately [DIMENSIONS, e.g. 20 feet in width] as described in **Exhibit C**. Grantee's rights are limited to the Easement Area and do not extend to any other part of the Servient Estate.

1.4 Reservation by Grantor. Grantor reserves the right to use the Easement Area for any purpose that does not unreasonably interfere with Grantee's permitted use, including the right to grant other non-conflicting easements, provided such uses do not materially impair the Easement.

2. Purpose and Permitted Use

2.1 Permitted purpose. The Easement is granted solely for the following purpose: **[DESCRIBE PURPOSE — e.g. ingress and egress for pedestrian and vehicular travel; installation, operation, and maintenance of underground utilities; drainage]** (the "Permitted Use").

2.2 Scope of use. Grantee will use the Easement Area only for the Permitted Use and in a manner consistent with its terms. Any use beyond the Permitted Use requires Grantor's prior written consent, which will not be unreasonably withheld.

2.3 Prohibited acts. Grantee will not (a) erect any permanent structure within the Easement Area except as expressly contemplated by the Permitted Use; (b) store materials or park vehicles in the Easement Area except as reasonably incidental to the Permitted Use; or (c) use the Easement Area in a manner that violates applicable law or creates a nuisance or hazard.

2.4 No expansion. Grantee's use of the Easement Area will not be expanded, intensified, or relocated without Grantor's prior written consent and, where required, an amendment to this Agreement recorded in the same manner as this Agreement.

3. Construction, Maintenance, and Repair

3.1 Construction. Grantee may construct, install, and place within the Easement Area only those improvements reasonably necessary for the Permitted Use (the "Improvements"), in compliance with all applicable laws, permits, and codes, and at Grantee's sole cost.

3.2 Maintenance obligation. Grantee will, at its sole cost, maintain, repair, and keep the Easement Area and any Improvements in good and safe condition, in a manner that does not unreasonably interfere with Grantor's use of the Servient Estate.

3.3 Restoration after work. Following any construction, maintenance, or repair, Grantee will promptly restore the disturbed portion of the Servient Estate, as nearly as reasonably practicable, to its condition immediately before the work, including regrading, reseeding, and repairing surfaces and landscaping.

3.4 Cost sharing (optional). If the Easement is shared, the Parties **[will share maintenance costs as follows: [ALLOCATION] / each bear their own costs of use]**. Any shared-cost arrangement will be documented in writing and invoiced no more than **[NUMBER]** times per year.

4. Term and Termination

4.1 Term. The Easement is **[perpetual / for a term of [NUMBER] years from the Effective Date / until the occurrence of [TERMINATING EVENT]]**.

4.2 Termination by abandonment. If the Easement is personal or for a fixed purpose, it terminates if Grantee permanently abandons the Permitted Use, as shown by Grantee's clear and intentional non-use for a continuous period of **[NUMBER]** years together with intent to abandon.

4.3 Termination by agreement. The Parties may terminate the Easement at any time by a written instrument signed by both Parties (and their successors, as applicable) and recorded in the same manner as this Agreement.

4.4 Effect of termination. On termination, Grantee will, at Grantor's reasonable request and at Grantee's cost, remove its Improvements and restore the Easement Area, and the Parties will execute and record a release of the Easement.

5. Liability, Indemnity, and Insurance

5.1 Assumption of risk. Grantee uses the Easement Area at its own risk, except to the extent caused by Grantor's negligence or willful misconduct.

5.2 Indemnification. Grantee will indemnify, defend, and hold harmless Grantor from third-party claims for bodily injury, death, or property damage to the extent arising from Grantee's use of the Easement Area or its Improvements, except to the extent caused by Grantor's negligence or willful misconduct.

5.3 Insurance. If the Permitted Use involves construction, vehicular access, or commercial activity, Grantee will maintain commercial general liability insurance with limits of at least **[AMOUNT, e.g. \$1,000,000]** per occurrence and name Grantor as an additional insured, providing a certificate on request.

5.4 Liens. Grantee will keep the Servient Estate free of liens arising from Grantee's work and will promptly discharge or bond over any such lien.

6. Covenants, Representations, and Running with the Land

6.1 Authority. Each Party represents that it has full authority to enter into this Agreement and, in the case of Grantor, holds title to the Servient Estate sufficient to grant the Easement.

6.2 Quiet enjoyment. Grantor covenants that, so long as Grantee complies with this Agreement, Grantee may peaceably use the Easement Area for the Permitted Use without interference by Grantor.

6.3 Binding on successors. If the Easement is appurtenant, this Agreement runs with the land and binds and benefits the Parties' heirs, successors, and assigns, including future owners of the Servient Estate and the Dominant Estate.

6.4 Recording. The Parties intend that this Agreement be recorded in the real property records of **[COUNTY, STATE]**. The Party customarily responsible under local practice will record it, and the recording fees will be paid by **[GRANTEE / GRANTOR / the Parties equally]**.

7. General Provisions

7.1 Governing law. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and by applicable local recording and real-property rules, which vary by jurisdiction.

7.2 Notices. Notices must be in writing and delivered to the addresses above (or as updated in writing) by personal delivery, nationally recognized overnight courier, or certified mail, and are effective on receipt or refusal of delivery.

7.3 Amendment. This Agreement may be amended only by a writing signed by both Parties (or their successors) and recorded in the same manner as this Agreement.

7.4 Entire agreement. This Agreement, with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions.

7.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver of it.

7.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Acknowledgment before a notary may be required for recording.

7.7 Exhibits. Exhibit A (Servient Estate legal description), Exhibit B (Dominant Estate legal description, if applicable), and Exhibit C (Easement Area description and depiction) are incorporated by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR

GRANTEE

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE OR N/A]**

Title: **[TITLE OR N/A]**

Date: _____

Date: _____

[NOTARY ACKNOWLEDGMENT — required in most jurisdictions for recording. Attach the acknowledgment form prescribed by [STATE] law.]

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