***Easement Agreement***

This agreement is made between (“Grantor”) and \_\_\_\_\_\_\_\_\_\_\_\_ (“Grantee”).

The Grantor is the owner of certain real property commonly known as, and more fully described as follows (the servient estate): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Grantee is the owner of certain real property, commonly known as \_\_\_\_\_\_\_\_ (the dominant estate).

(1) Creation of easement: In consideration of $\_\_\_ Grantor hereby grants to Grantee an easement on and across the following-described portion of the servient estate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(2) Character of easement: It is the intention of the parties that the easement granted is [appurtenant to the dominant estate] [in gross for the benefit of \_\_\_\_\_\_\_\_\_\_].

(3) Duration and termination: This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, successors in interest, and assigns of the respective parties. [This easement shall endure for \_\_\_ years.] [This easement shall terminate if the purposes of the easement cease to exist, are abandoned by Grantee, become impossible to perform, or if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]

(4) Purpose, scope, and divisibility: The easement is granted for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(5) Exclusiveness: The easement, rights, and privileges granted by this easement are [exclusive, and Grantor will not convey any other easement or conflicting rights within the area covered by this easement] [nonexclusive, and Grantor retains the right to convey similar easements to other persons deemed proper by the Grantor].

(6) Grantor’s rights and duties: Grantor may continue to use the surface of the land subject to this easement for all purposes uses that do not interfere with the Grantee’s use of the easement, including, but not limited to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Grantor shall have the duty to maintain and repair the property subject to the easement, including the duty to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(7) Grantee’s rights and duties: Grantee shall have the right to maintain access to the easement by removing encroaching vegetation or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Grantee shall have the duty to repair and maintain the property subject to the easement, including the duty to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(8) Attorney’s Fees: If legal action is initiated by either party for the purpose of enforcing or interpreting this agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney’s fees, and costs.

Executed this \_\_ day of \_\_, 20\_\_.

Grantor: Brian

Grantees: Steve and Emily