

EASEMENT AGREEMENT

This easement agreement (“**Agreement**”), dated Date Input: Document Date, is made and entered into by and between:

Grantor: _____, with a mailing address of _____

Grantor: _____, with a mailing address of _____ (the “**Grantor**”), and

Grantee: _____, with a mailing address of _____

Grantee: _____, with a mailing address of _____ (the “**Grantee**” and collectively with the Grantor, the “**Parties**”).

WHEREAS, Grantor is the fee owner of that certain parcel of land located in _____, County of _____, State of _____ and more specifically described in ‘Exhibit A’ attached hereto. (hereinafter, the “**Property**”); and

WHEREAS, Grantor is willing to grant to Grantee an easement over said Property for the purpose and over the portion of the Property described in this Agreement.

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and Grantee’s heirs, legal representatives, successors, and assigns a ☐ perpetual ☐ limited, ☐ exclusive ☐ non-exclusive (generally, the “**Easement**”) in, under, upon, about, over, and through the following easement area located on the Property (specifically referred to as the “**Easement Area**”):

The description of the Easement Area is attached hereto as 'Exhibit B'.

2. Use and Access. Grantee may use and access the Easement Area for the following specific purpose: _____. Grantee’s use of the Easement and access to the Easement Area shall be solely for the specific purpose herein provided. Grantee shall not use the Easement in any manner not otherwise authorized by this Agreement. Grantee shall not access any other portion

of the Property that lies beyond the Easement Area without the express written consent of the Grantor.

3. Improvements. Grantee ☐ is ☐ is not permitted to make improvements to the Easement Area. Grantee ☐ shall ☐ shall not be permitted reasonable access to the Property for purposes of making improvements to the Easement Area. Grantee shall have access to the Property at any reasonable time, location, and manner, except as follows:

For purposes of any subsequent sections of this Agreement, the Easement Area shall be known to include any other areas of the Property to which the Grantee requires access to make any improvements authorized in this Section 3.

If Grantee is permitted to make improvements, Grantee agrees not to interrupt Grantor's use of the Property, and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of Grantor. In the event of emergency, Grantee shall provide reasonable notice to Grantor prior to entering onto the Easement Area or other areas of the Property that warrant entry under the circumstances of such emergency.

If Grantee is permitted to make improvements, Grantee shall not construct improvements over, under, in, along, across, and upon the Easement Area unless those improvements are as follows:

Any such improvements made over, under, in, along, across, or upon the Easement Area shall not interfere with the Grantor's use and enjoyment of the Property, nor that of the Property's authorized occupants.

If Grantee is permitted to make improvements, Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Property, all costs and expenses incurred by Grantee in connection with the construction and maintenance of any improvements. Grantee hereby acknowledges and agrees that if any lien is filed against the Property as a result of the Easement or Grantee's activities in the Easement Area and Grantee has not had such lien removed of record within thirty (30) days of the date of the initial filing of such lien, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

If Grantee is permitted to make improvements, Grantee shall construct the improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

4. Maintenance and Repair In the event the surface of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area. In addition, Grantee shall perform necessary maintenance so as to keep the Easement Area and at all times in the same condition as existed on the effective date of this Agreement. The provisions of this Section 4 shall apply with equal effect to any other areas of the Property for which the Grantee has been granted access to in order to make improvements to the Easement Area under Section 3.

5. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not: (a) enact or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Easement Area; or (b) develop, landscape, or beautify the Easement Area in any way which would unreasonably or materially increase the costs to Grantee of installing the improvements or restoring the Easement Area after such installation. Grantor shall have the right to grant additional easement rights in the Easement Area, provided same shall not interfere with, or otherwise adversely affect any of Grantee's rights herein. Grantor's use and enjoyment of the Easement Area shall not interfere with or adversely affect any of Grantee's rights herein.

6. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.

7. Relocation. Grantor or Grantee may relocate the Easement if prior written consent is obtained from the non-requesting Party, which consent may be given or withheld in the non-requesting party's sole and. If either Party desires to relocate the Easement, such Party shall send a request to relocate the Easement, in writing, to the other Party. The non-requesting Party shall respond to such request to relocate, in writing, within a reasonable number of days after receiving such relocation request. If the Parties agree to relocate the Easement, then this Agreement shall be amended to reflect same. Both Grantor and Grantee hereby acknowledge and agree that the Party requesting the relocation shall be responsible for all the costs and expenses, including reasonable attorneys' fees of the other Party, incurred in connection with relocating the Easement.

8. Grantor's Use of Property. Grantor reserves the right to use the Property in any manner and for any purpose that does not interfere with Grantee's rights related to the Easement nor Grantee's use of the Easement.

9. Transferability. Parties hereby acknowledge and agree that the Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors, and assigns. Notwithstanding the foregoing, Grantee acknowledges that the rights granted to, and duties assumed by, Grantee under this Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor, which consent may be given or withheld in Grantor's sole and absolute discretion. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void ab initio.

10. Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

11. Insurance. Grantee ☐ is ☐ is not required to maintain, liability insurance. If Grantee is required to maintain liability insurance, Grantee shall maintain at its expense, and keep in force at all times during the term of this Agreement, a policy of general liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to Grantor, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Easement Area with a combined single limit of not less than \$ _____ with respect to the Easement Area and Grantee's use therein. Grantor and its agents, contractors, tenants, and any other third parties required by Grantor, shall be named as additional insureds on such insurance policies. Prior to making any entry onto the Property, Grantee shall furnish to Grantor: (a) a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled without prior written notice to Grantor; and (b) proof of payment of the insurance premium.

12. Abandonment. In the event Grantee or its successors and assigns abandon or terminate use of the Easement, this Agreement and all easement rights granted hereunder shall terminate and revert back to Grantor. For the purposes of this Section 11, "abandon" shall mean nonuse of the Easement.

13. Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Grantor.

14. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

15. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses, including, but not limited to, reasonable attorneys' fees, court costs, and disbursements, incurred by Grantor arising from or by reason of Grantee's access to, or use of the Easement Area.

16. Attorneys' Fees. In the event of any dispute between the Parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing Party in any such dispute shall pay the prevailing Party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing Party. In the event that neither Party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

17. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below:

To Grantor:

Name _____
Address _____
Telephone _____
Email _____

with a copy to:

Name _____
Address _____
Telephone _____
Email _____

To Grantee:

Name _____
Address _____
Telephone _____
Email _____

with a copy to:

Name _____
Address _____
Telephone _____
Email _____

Any Party may change its address by giving written notice as provided in this Section 15. All notices and demands delivered by a Party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. Notices shall be valid only if served in the manner provided in this Section 15.

18. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each Party hereto.

19. Time of the Essence. Both Parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

20. Governing Law. This Agreement shall be governed by the laws of _____.

21. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement, properly delivered, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a Party to this Agreement states that they have the duly authorized representative of the signing party and that their signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

23. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

Grantor Signature

Grantor Printed Name

Grantor Signature

Grantor Printed Name

Grantee Signature

Grantee Printed Name

Grantee Signature

Grantee Printed Name

Exhibit A
Legal Description of the Property

Exhibit B
Description of the Easement Area