

Easement Agreement Between Neighbors

This **Easement Agreement Between Neighbors** ("**Agreement**") is entered into on _____
 ("**Effective Date**") by and between the following parties:

Grantor

Grantee

Collectively referred to as the "**Parties**."

WHEREAS, the Grantor is the lawful owner of the real property located at

 ("**Grantor Property**");

WHEREAS, the Grantee is the lawful owner of the neighboring real property located at

 ("**Grantee Property**");

WHEREAS, the Parties wish to establish a legally recognized easement to permit specified use of a portion of the Grantor Property for the benefit of the Grantee Property under the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows.

1. Grant of Easement

The Grantor grants to the Grantee a non-exclusive easement over the portion of the Grantor Property described in this Agreement solely for the purposes stated herein.

The easement is granted only for the benefit of the Grantee Property and may be exercised by the Grantee, members of the Grantee's household, guests, invitees, contractors, service providers, and other persons authorized by the Grantee, provided they comply with this Agreement.

2. Easement Area

The easement applies to the following area of the Grantor Property:

Location or Description of Easement Area:

If available, the Parties may attach a survey or legal description for reference. Any such attachment shall be considered part of this Agreement.

3. Permitted Purpose

The easement may be used solely for the following purpose:

The Grantee shall not use the easement for any purpose that is inconsistent with this Agreement.

4. Nature of the Easement

The easement granted under this Agreement is:

- Non-exclusive.
- Limited to the purposes stated in this Agreement.
- Intended to benefit the Grantee Property.
- Subject to the rights retained by the Grantor.

The Grantor retains full ownership of the easement area and may continue using it in any manner that does not unreasonably interfere with the Grantee's authorized use.

5. Duration

This easement shall begin on the Effective Date and shall continue until:

- terminated by written agreement of both Parties;
- terminated under the Termination clause; or
- the easement otherwise expires according to applicable law.

6. Consideration

In consideration for the easement granted under this Agreement, the Grantee shall provide the following:

If no monetary consideration is required, the Parties acknowledge that the easement is granted in consideration of the mutual benefits created by this Agreement.

7. Rights of the Grantee

The Grantee may reasonably access and use the easement area only for the authorized purpose.

The Grantee may enter the easement area at reasonable times when necessary to exercise the rights granted under this Agreement.

The Grantee shall avoid unnecessary disruption to the Grantor's use and enjoyment of the Grantor Property.

8. Responsibilities of the Grantee

The Grantee shall:

- use the easement responsibly and safely;
- maintain the easement area to the extent required by this Agreement;
- promptly repair any damage caused by the Grantee or persons acting under the Grantee's authority;
- comply with all applicable property restrictions and lawful requirements relating to the easement's use.

The Grantee shall not obstruct, damage, or permanently alter the easement area without the Grantor's prior written consent.

9. Responsibilities of the Grantor

The Grantor shall not intentionally interfere with the Grantee's lawful exercise of the easement rights granted by this Agreement.

The Grantor may continue using the easement area provided such use does not materially prevent or unreasonably interfere with the permitted use by the Grantee.

9. Responsibilities of the Grantor

The Grantor shall not intentionally interfere with the Grantee's lawful exercise of the easement rights granted by this Agreement.

The Grantor may continue using the easement area provided such use does not materially prevent or unreasonably interfere with the permitted use by the Grantee.

10. Maintenance Responsibilities

Unless otherwise agreed, maintenance responsibilities shall be allocated as follows:

Item	Responsible Party
Routine maintenance	
Surface repairs	
Vegetation management	
Snow, debris, or obstacle removal	
Major structural repairs	

Each Party shall promptly notify the other of any condition that may affect safe use of the easement.

11. Improvements

The Grantee shall not construct buildings, permanent structures, fences, gates, utilities, pavement, or other improvements within the easement area unless the Grantor provides prior written consent.

Any approved improvements shall remain the responsibility of the Party installing them unless otherwise agreed in writing.

12. Damage and Restoration

If either Party causes damage to the easement area or the other Party's property while exercising rights under this Agreement, that Party shall repair or restore the damaged property within a reasonable time or reimburse the reasonable cost of repair.

13. Insurance

Each Party is responsible for maintaining any insurance coverage they consider appropriate for their property and activities.

Nothing in this Agreement requires either Party to obtain a particular type or amount of insurance unless separately agreed in writing.

14. Liability

Each Party is responsible for maintaining any insurance coverage they consider appropriate for their property and activities.

Nothing in this Agreement requires either Party to obtain a particular type or amount of insurance unless separately agreed in writing.

15. Transfer of Property

The Parties intend that the rights and obligations established under this Agreement shall apply to the Parties and, where permitted by law, their respective successors and permitted assigns, to the extent the easement remains valid.

If either property is transferred, the transferring Party shall provide the new owner with a copy of this Agreement.

16. Notices

Any notice required under this Agreement shall be provided in writing and delivered personally, by recognized mail service, or by electronic mail with confirmation of transmission to the addresses indicated in this Agreement or to any updated address provided in writing.

17. Amendment

Any amendment or modification of this Agreement must be made in writing and signed by both Parties.

No verbal agreement shall modify this Agreement.

18. Termination

This Agreement may be terminated:

- by mutual written agreement of the Parties;
- if the purpose of the easement permanently ceases to exist;
- if either Party materially breaches this Agreement and fails to remedy the breach within _____ days after receiving written notice specifying the breach; or
- by any other lawful means available under applicable law.

Upon termination, each Party shall cooperate in restoring the easement area where restoration is reasonably required, unless otherwise agreed.

19. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to conflict of law principles.

Before commencing legal proceedings, the Parties agree to make a good-faith effort to resolve any dispute through discussion or another mutually agreed dispute resolution process.

20. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the easement described herein and supersedes all prior discussions, negotiations, or agreements relating to the same subject matter.

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by law.

Signatures

The Parties acknowledge that they have read, understood, and voluntarily entered into this Easement Agreement Between Neighbors as of the Effective Date.

Grantor

Grantee

Name

Name

Date

Date

Signature

Signature



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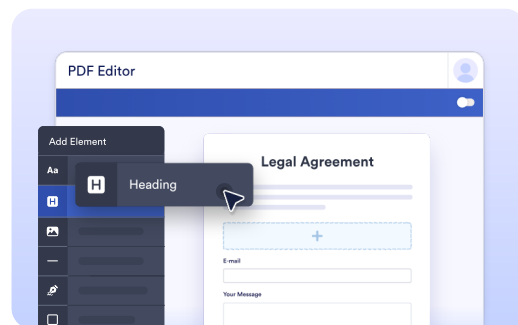
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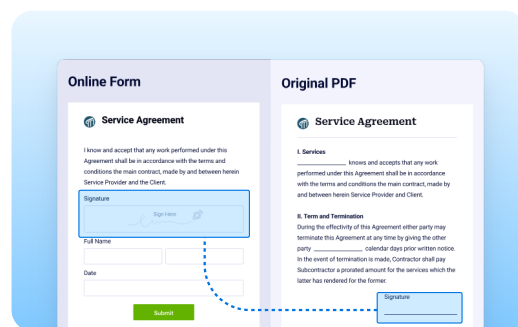
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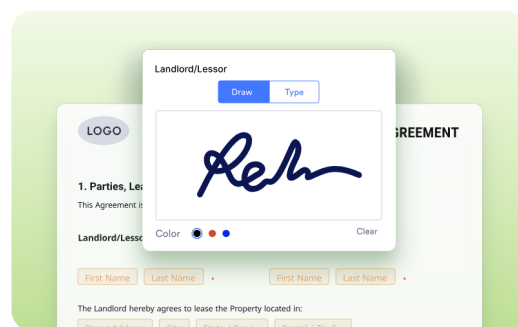
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