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# Easement Agreement

## for Grants of Access, Utilities and Repair

This **Easement Agreement** (the "**Agreement**") is made and entered into as of \_\_\_\_\_, by and between the following parties;

**Grantor**

**Grantee**

### Recitals

**WHEREAS**, the Grantor is the fee simple owner of certain real property located at \_\_\_\_\_,

legally described as follows:

\_\_\_\_\_ (the "**Grantor's Property**").

**WHEREAS**, the Grantee requires an easement across a defined portion of the Grantor's Property for the purposes of access, utilities and repair,

**WHEREAS**, the Parties desire to set forth a detailed agreement establishing the rights and obligations of both Parties with respect to the easement,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### 1. Purpose of Agreement

The Grantee requires a non-exclusive easement over a portion of the Grantor's Property for access to reach the Grantee's property or public roadways; utility installation, maintenance, and operation, including but not limited to electricity, water, sewer, gas, cable, fiber optic lines, telephone lines, and storm drainage; repair, inspection, and replacement of improvements, utilities, and infrastructure located within the easement area. The Grantor desires to grant the easement under the terms of this Agreement.

## 2. Grant of Easement

The Grantor hereby grants, conveys, and warrants to the Grantee a perpetual, non-exclusive easement ("**Easement Area**") for:

- Ingress and egress for pedestrian and vehicular access;
  - Installation, operation, construction, inspection, maintenance, relocation, replacement, and repair of utility lines and related infrastructure;
  - Reasonable access by personnel, vehicles, and equipment for the above purposes.
  - The Easement Area is located on the Grantor's Property as follows:
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## 3. Use of Easement Area

The Grantee shall have the right to use the Easement Area in any manner reasonably necessary to carry out the purposes of this Agreement, including the right to travel over, across, and upon the Easement Area on foot or by vehicle, machinery, or equipment for purposes of ingress, egress, construction, installation, inspection, operation, maintenance, repair, replacement, and upgrade of the utilities and access improvements permitted under this Agreement. The Grantee may place temporary equipment, materials, protective coverings, or support structures within the Easement Area whenever such items are reasonably required to perform work related to the installation, maintenance, or repair of utilities or access routes.

The Grantee shall ensure that all activities conducted within the Easement Area are performed in a reasonably careful, safe, and lawful manner and that unnecessary disruptions to the Grantor's Property are avoided whenever practical. The Grantee may enter and use the Easement Area at any time deemed necessary for operational, construction, or emergency purposes, provided that the Grantee acts in a manner that minimizes avoidable impact to the Grantor's use of the surrounding property.

The Grantee shall not use the Easement Area for any purpose unrelated to access, utility installation or operation, or repair obligations unless the Grantor provides written consent. The Grantee shall also refrain from engaging in any activity that would create hazardous conditions, violate applicable laws, or materially damage the Grantor's Property beyond the needs expressly contemplated in this Agreement.

#### **4. Grantor's Rights and Limitations**

The Grantor retains full ownership of the Easement Area and may continue to use the Easement Area for all lawful purposes that do not interfere with, obstruct, or otherwise impair the Grantee's easement rights. The Grantor may make improvements or landscaping changes within the Easement Area provided that such changes do not limit access, pose a risk to utility systems, or require the Grantee to incur additional maintenance to protect the integrity of the utilities or access path.

The Grantor agrees not to erect permanent structures, install heavy landscaping (including deep-rooted trees), construct fences, or place any obstruction that may damage utility lines or hinder the Grantee's ability to exercise its rights. Any such actions by the Grantor shall be considered interference with the easement, and the Grantor shall bear all costs associated with removing or rectifying the interference.

#### **5. Maintenance and Repair Responsibilities**

The Grantee shall be solely responsible for maintaining, repairing, and replacing all utility installations, access improvements, and related infrastructure located within the Easement Area. The Grantee shall perform all work in a manner that maintains the safety and structural integrity of the Grantor's Property. After completing any work, the Grantee shall restore the surface of the Easement Area to a condition reasonably similar to its condition immediately prior to the commencement of such work, subject to the nature of the improvements installed.

The Grantor shall be responsible for maintaining the general surface condition of the Easement Area—including routine mowing, cleaning, and upkeep—provided that such activities do not damage any utility systems or impede the Grantee's rights. The Grantor shall promptly notify the Grantee of any condition within the Easement Area that could compromise utility operations or access.

#### **6. Right of Entry**

The Grantee is permitted to enter the Easement Area, and any adjoining portions of the Grantor's Property reasonably necessary to reach the Easement Area, at any time and without prior notice when responding to an emergency involving utility failure, potential safety hazards, or other urgent matters. For non-emergency work, the Grantee shall provide the Grantor with reasonable advance notice, which may be delivered orally or in writing. The Grantor shall not impede the Grantee's entry onto the property for easement-related purposes.

## **7. Damage, Restoration and Liability**

If the Grantee causes damage to any portion of the Grantor's Property outside the Easement Area in the course of exercising its rights, the Grantee shall repair such damage at its own expense and restore the affected area to a condition that is reasonably similar to its condition prior to the damage. The Grantee shall not be responsible for restoring areas that are disturbed due to the Grantor's unauthorized interference with the Easement Area or utilities.

The Grantee agrees to indemnify and hold harmless the Grantor from all claims, liabilities, or expenses arising directly from the Grantee's negligent or unlawful actions within the Easement Area. Conversely, the Grantor agrees to indemnify and hold harmless the Grantee from claims, liabilities, or expenses resulting from the Grantor's interference with the easement or negligent acts affecting the Grantee's utility systems or access.

## **8. Term and Binding Effect**

This easement shall run with the land and shall be perpetual in duration unless otherwise terminated by a written agreement executed by both Parties. All rights and obligations of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns. Any conveyance of the Grantor's Property shall remain subject to this Agreement, and any transfer of the benefitted property shall automatically transfer the benefits of the easement to the new owner.

## **9. Notices**

Any written notices required or permitted under this Agreement shall be delivered to the Parties at the addresses set forth above, or to such other address as a Party may later designate in writing. Notices may be delivered personally, by certified mail, or by reputable courier service. Notices delivered electronically shall be valid if also confirmed by a physical copy delivered by one of the aforementioned methods.

## **10. Default and Remedies**

If either Party fails to comply with any material obligation under this Agreement, the non-defaulting Party shall provide written notice describing the nature of the breach. The breaching Party shall have thirty (30) days from receipt of the notice to cure the default, unless the breach requires urgent correction. If the breach is not cured within the allotted time, the non-defaulting Party may seek any legal or equitable remedy available under applicable law, including specific performance or injunctive relief.

**11. Governing Law**

This Agreement shall be governed by, interpreted under, and enforced in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles.

**12. Entire Agreement and Amendments**

This Agreement constitutes the entire understanding between the Parties regarding the easement and supersedes all prior oral or written agreements concerning the subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Easement Agreement as of the day and year first written above.

**Grantor**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Grantee**

**Name**

**Date**

**Signature**

\_\_\_\_\_

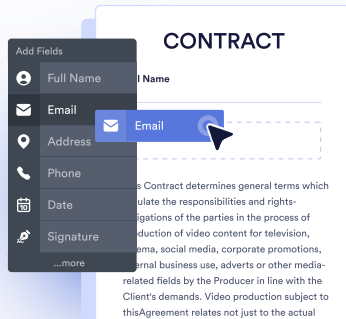


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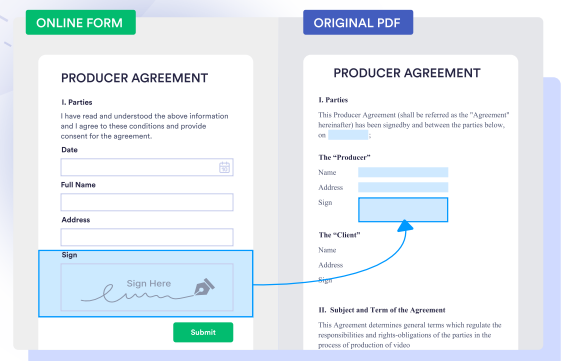
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