

**EASEMENT AGREEMENT**

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Grantor Information:**

Full Name/Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

**Grantee Information:**

Full Name/Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

**Property Description:**

Legal Description: \_\_\_\_\_

A certain parcel of land situated in the County of \_\_\_\_\_, State of \_\_\_\_\_, described as follows:

\_\_\_\_\_

**Grant of Easement:**

Grantor hereby grants and conveys unto Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way over, across, through, and under the Property described above (the "Easement Area"), for the purpose of \_\_\_\_\_, including the right to construct, install, maintain, inspect, repair, replace, and remove \_\_\_\_\_ within the Easement Area.

**Term:**

The easement granted herein shall run with the land and shall be perpetual and binding upon and inure to the benefit of the parties and their respective successors and assigns.

**Consideration:**

In consideration of the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), the receipt and sufficiency of which are hereby acknowledged, Grantor grants the easement as set forth herein.

**Maintenance and Repair:**

Grantee shall maintain the Easement Area in a safe and orderly condition and shall repair any damage to the Property caused by the exercise of the rights granted herein promptly and to the reasonable satisfaction of Grantor.

**Access:**

Grantor reserves the right to use and enjoy the Property, including the Easement Area, in any manner that does not unreasonably interfere with Grantee's rights pursuant to this easement.

**Indemnification:**

Grantee agrees to indemnify, defend, and hold harmless Grantor from any and all claims, damages, losses, or liabilities arising out of Grantee's exercise of rights under this easement, except to the extent caused by Grantor's negligence or willful misconduct.

**Insurance:**

Grantee shall maintain liability insurance coverage for activities conducted within the Easement Area and shall provide proof of such insurance to Grantor upon request.

**Governing Law:**

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

**Severability:**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties regarding the easement and supersedes all prior discussions and agreements, whether oral or written.

**Amendment:**

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

**Notices:**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by nationally recognized overnight courier, or by certified mail, return receipt requested, to the parties at their addresses set forth herein or such other address as either party may designate by notice to the other.

**Waiver:**

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

**Counterparts:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**GRANTOR'S SIGNATURE**

**GRANTEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Original source of this document:

<https://docs-realestate.com/easement-agreement-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-realestate.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.