



275 Madison Ave. Suite 1700 • New York, NY 10016

FORM FOR EASEMENT AGREEMENT

This Easement Grant is made between _____ (hereinafter referred to as “the grantor”) and _____ (hereinafter referred to as “the grantee”).

The following recitals of fact are a material part of this instrument:

A. The grantor is the owner of a tract of land described as follows and hereafter referred to as “Parcel 1”:

(Here insert legal description)

B. The grantee is the owner of tract of land described as follows and hereafter referred to as “Parcel 2”:

(Here insert legal description)

C. The grantor wishes to grant and the grantee wishes to receive an easement over, under and across the part of Parcel 1 described as follows and hereafter referred to as “The easement premises”:

(Here insert legal description)

D. Parcel 1 is presently improved with a building used for _____ and Parcel 2 is improved with a building used for _____.

Now, therefore, in consideration of _____ and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. GRANT OF EASEMENT, The grantor hereby grants to the grantee, his heirs and assigns, as an easement appurtenant to Parcel 2. a perpetual easement for ingress and egress over, under and across the easement premises.

2. USE OF EASEMENT PREMISES. Use of the easement premises is not confined to present uses of Parcel 2, the present buildings thereon, or present means of transportation. The installation or maintenance by grantee of pipes, conduits, wires, upon or under, or over the easement premises is forbidden. Exclusive use of the easement premises, likewise for ingress or egress, is expressly reserved by the grantor. In addition, the grantor reserves the right to make the following uses of the easement premises:



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a. The right to erect a building over the easement premises provided all of such structure shall be located at a height of not less than _____feet above the surface of the easement premises, but construction of the improvement shall be so conducted as not to unreasonably interfere with grantee's use of the easement premises.

b. Any subsurface use that does not unreasonably interfere with grantee's use of the easement premises.

3. USE OF PARCELS 1 AND 2. As long as this easement grant remains in effect Parcel 2 shall not be used for other than commercial or residential purposes and no building other than one suited only for commercial or residence purposes shall be constructed thereon.

4. ADDITIONS TO DOMINANT TENEMENT. Said easement is also appurtenant to any land that may hereafter come into common ownership with Parcel 2 aforesaid and that is contiguous to Parcel 2. An area physically separated from Parcel 2 but having access thereto by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 2.

5. DIVISION OF DOMINANT TENEMENT. If Parcel 2 is hereafter divided into two parts by separation of ownership or by lease, both parts shall enjoy the benefit of the easement hereby created. Division of the dominant tenement into more than two parts shall be deemed an unlawful increase of burden and use of the easement may be enjoined.

6. PARKING. Both parties covenant that vehicles shall not be parked on the easement premises except so long as may be reasonably necessary to load and unload.

7. PAVING OF EASEMENT. Grantee covenants to promptly improve the easement premises with a concrete surface at least ____ feet in width suitable for use by delivery trucks and will at all times maintain same in good repair.

8. WARRANTIES OF TITLE. Grantor warrants that he has good and indefeasible fee simple title to the easement premises, subject only to the following permitted title objections:

(Here list encumbrances)

9. TITLE INSURANCE. Should grantee so desire, he may apply forthwith for a title insurance policy insuring the easement hereby granted and grantor will make available for inspection by the title company any evidence of title in his possession.

10. RESERVATION. Grantor reserves the right to relocate the easement premises as follows:

1. He shall first notify the grantee of the proposed relocation by mailing notice to the grantee at his last address furnished pursuant hereto showing the proposed relocation, probable commencement and completion dates, all by mailing the same, postage prepaid, at least thirty days prior to commencement of relocation.



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2. The easement premises shall be moved not more than ___ feet from their present location.

3. Grantor shall improve the new easement premises with a concrete driveway similar to the one replaced, to be suitable for use by delivery trucks, with connections at the termini of the driveway to be replaced and reasonably convenient for the uses then existing on Parcel 2.

4. At the completion of the work, grantor shall record an easement grant in recordable form granting the new easement to the grantee, shall cause the same to be delivered to the grantee, and shall furnish the grantee evidence of title satisfactory to the grantee showing an unencumbered easement in such grantee, whereupon the change in location of the easement premises shall become effective, and appropriate releases of the prior location shall be executed in recordable form and exchanged between the parties hereto, their successors or assigns.

11. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and enure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

12. TERMINATION OF COVENANT LIABILITY. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates, except that the grantor herein remains liable for breaches of covenants of title set forth in paragraph 8.

13. ATTORNEY’S FEES. Either party may enforce this instrument by appropriate action and should he prevail in such litigation, he shall recover as part of his costs a reasonable attorney’s fee.

14. CONSTRUCTION. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially useable right of enjoyment on the grantee is carried out.

15. NOTICE. Grantor’s address is _____ and the grantee’s address is _____.

Either party may lodge written notice of change of address with the other. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. Post Office receptacle shall be evidence of such mailing.

16. RELEASE OF EASEMENT. The grantee herein may terminate this instrument by recording a release in recordable form with directions for delivery of same to grantor at this last address given pursuant hereto whereupon all right, duties, and liabilities hereby created shall terminate. For convenience such instrument may run to “the owner or owners and parties interested” in Parcel 1.



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17. JOINDER OF SPOUSE. _____ spouse of grantor joints herein for the purpose of releasing dower, homestead and all other marital rights, all of which are waived with respect to this easement.

In witness whereof the grantor, his spouse and the grantee have hereunto set their hands and seals this day _____ day of _____ A.D.20 _____ .

_____(Seal)

_____(Seal)

_____(Seal)

[ACKNOWLEDGEMENTS]

Form 1000-30