

RECIPROCAL EASEMENT AGREEMENT

Location: _____ Date: _____

PARTIES:

Grantor 1 Name: _____

Grantor 1 Address: _____

Grantor 2 Name: _____

Grantor 2 Address: _____

RECITALS:

WHEREAS, Grantor 1 is the owner of certain real property located in the State of _____, County of _____, more particularly described in Exhibit A attached hereto ("Grantor 1 Property"); and WHEREAS, Grantor 2 is the owner of certain real property located in the State of _____, County of _____, more particularly described in Exhibit B attached hereto ("Grantor 2 Property"); and WHEREAS, Grantor 1 and Grantor 2 desire to grant to each other mutual easements for the purposes set forth herein, subject to the terms and conditions contained in this Agreement.

AGREEMENT:

1. Grant of Easements

Grantor 1 hereby grants and conveys to Grantor 2, its successors and assigns, a perpetual, non-exclusive easement over, under, and across the portions of the Grantor 1 Property depicted on Exhibit C attached hereto ("Easement Area 1"), for the purposes of ingress, egress, installation, maintenance, repair, replacement, and use of utilities, drainage, roadways, and other improvements necessary or convenient for the use and enjoyment of the Grantor 2 Property. Simultaneously, Grantor 2 hereby grants and conveys to Grantor 1, its successors and assigns, a perpetual, non-exclusive easement over, under, and across the portions of the Grantor 2 Property depicted on Exhibit D attached hereto ("Easement Area 2"), for identical purposes relating to the Grantor 1 Property.

2. Use and Maintenance

Each Grantor shall have the right to use the respective easement areas granted herein for the purposes set forth, provided that such use does not unreasonably interfere with the use and enjoyment of the easement areas by the other Grantor. Each Grantor shall be responsible for the maintenance, repair, and upkeep of the improvements located within their respective easement areas. Neither Grantor shall alter the easement areas in a manner materially detrimental to the other without prior written consent.

3. Access and Entry

Each Grantor, its agents, employees, contractors, and invitees shall have the right to enter upon the other Grantor's easement areas at reasonable times, upon reasonable prior notice, to exercise the rights granted herein, including but not limited to inspection, maintenance, repair, replacement, and construction activities.

4. Term

This Agreement and the easements granted herein shall run with the land and be binding upon and inure to the benefit of the parties, their successors, assigns, and legal representatives, perpetually.

5. Indemnification

Each Grantor shall indemnify, defend, and hold harmless the other Grantor from and against any and all claims,

damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligence or willful misconduct of the indemnifying Grantor or its agents, employees, contractors, or invitees in connection with the exercise of rights under this Agreement.

6. Insurance

Each Grantor shall maintain commercial general liability insurance covering its activities under this Agreement, naming the other Grantor as an additional insured. Certificates of insurance shall be provided upon request.

7. Compliance with Laws

Each Grantor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with the use and maintenance of the easement areas.

8. Repairs and Restoration

If any damage occurs to the easement areas or adjacent properties as a result of the exercise of rights under this Agreement, the Grantor causing such damage shall promptly repair and restore the same to a condition substantially similar to that existing prior to such damage.

9. No Warranty of Condition

Neither Grantor makes any warranty or representation regarding the condition, fitness, or suitability of the easement areas for any particular purpose.

10. Default and Remedies

In the event of a breach of any term or condition of this Agreement, the non-breaching Grantor shall provide written notice specifying the breach. If the breach is not cured within thirty (30) days after receipt of such notice, the non-breaching Grantor may pursue any and all remedies available at law or in equity, including specific performance and injunctive relief.

11. Amendment

This Agreement may only be amended or modified by a written instrument signed by both Grantors.

12. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to principles of conflicts of law. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any legal actions arising from this Agreement.

13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

14. Entire Agreement

This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations or understandings.

15. Counterparts and Execution

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. Signatures exchanged by electronic means (such as PDF) shall be deemed original signatures.

16. Exhibits

The following Exhibits are attached hereto and incorporated herein by this reference: (A) Legal Description of Grantor

1 Property, (B) Legal Description of Grantor 2 Property, (C) Easement Area on Grantor 1 Property, (D) Easement Area on Grantor 2 Property.

GRANTOR 1 SIGNATURE

GRANTOR 2 SIGNATURE

Signature: _____

Signature: _____

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