

GRANT OF RECIPROCAL DRIVEWAY, PARKING AND SIDEWALK EASEMENTS

THIS INDENTURE, made this ____ day of _____, 20 __, by and between _____, who's address is _____ and _____, who's address is _____.

RECITALS

WHEREAS, _____ and _____ are the fee owners of adjoining real estate in _____.

The _____ parcel is described on Exhibit A annexed hereto.

The _____ parcel is described on Exhibit B annexed hereto.

WHEREAS, the proximity of the Properties is depicted on the drawing annexed hereto as Exhibit C;

WHEREAS, the parties wish to mutually grant common driveway and sidewalk easements through and across a portion of both parcels for ingress and egress purposes only between the Properties respectively.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and the obligations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. The afore written parties hereby mutually grant each other driveway easements for ingress and egress purposes only to and from each Property and which driveway easements are depicted by the portions of the respective parcels shaded in the following fashion (xxxxxx) on Exhibit C.

2. The afore written parties hereby mutually grant each other sidewalk easements for ingress and egress purposes only to and from the Properties and which sidewalk easements are depicted by the portions of the respective parcels shaded in the following fashion (ssssss) on Exhibit C.

3. The parties hereby mutually grant each other perpetual, non-exclusive parking easements for _____ parking spaces.

4. The parties, their successors and assigns, covenant and agree to share equally the costs of reasonable maintenance of the easements granted herein, including, but not limited to, costs for snow plowing and the removal of fallen trees and other obstacles.

5. The purpose of the creation of these reciprocal easements is to allow the respective owners, their customers, licensees and invitees easy access to and through their respective properties for commercial purposes.

6. The parties mutually agree to not do, or cause to be done, any acts which interfere with the enjoyment of the other parties rights as herein granted, including, but not limited to, the erection of any fence, building or fixture within the scope of the easements granted, except by express written agreement of both parties.

7. These easements shall be binding upon both parties, their successors and assigns, and shall run with the land. Non-use or limited use of either easement granted herein shall not cause a termination of the rights granted thereunder.

