

DRIVEWAY EASEMENT

THIS INDENTURE made this _____ day of _____, 20____, by and between _____ (hereinafter referred to as “_____”) having an address at _____ and _____ (hereinafter referred to as “_____”) having an address at _____;

WITNESSETH:

WHEREAS, _____ is the owner in fee simple of the premises known as and located at _____, County of _____, State of New York and known as Tax Map No. _____ (hereinafter referred to as “Parcel 1”); and

WHEREAS, _____ is the owner in fee simple of the premises known as and located at _____, County of _____, State of New York and known as Tax Map No. _____ (hereinafter referred to as “Parcel 2”); and

WHEREAS, Parcel 1 and Parcel 2 adjoin each other and are contiguous, adjoining, and have a common boundary line.

WHEREAS, _____ owns Parcel 2 and desires to obtain exclusive usage of a strip of property on the _____ side of Parcel 1 (approximately _____ feet, at its widest point and approximately _____ feet at its narrowest point), wherein an asphalt driveway and concrete curb were erected on a portion of “Parcel 1” for the benefit of Parcel 2, as shown on the annexed survey indicated by the shaded area (the “Easement Area”);

WHEREAS the parties wish to set forth their respective rights and obligations concerning said driveway and curb.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by _____ to _____, receipt and sufficiency of which is hereby acknowledged, _____ does hereby grant to _____ the following easement and covenants and agrees that _____ shall have;

1. **AN EXCLUSIVE USE EASEMENT** (the “Easement”) over and along the Easement Area for the purpose of using and maintaining an asphalt driveway for the benefit of Parcel 2. This Easement may at all times be used by _____ and his assignees.
2. Neither _____, nor any future owner of Parcel 1, nor any person or party who may in the future acquire any interest in Parcel 1 (hereinafter collectively referred to as “Parcel 1 owner”), shall have the right to in any way impede or obstruct any of the persons or parties for whom the benefit of this Easement has been granted from the exclusive, free and unhindered use of the said portion of Parcel 1 for the purpose set forth herein.
3. _____ represents and acknowledges the fact that there is an asphalt driveway and concrete curb that is _____ feet _____ of the _____ record line of “Parcel 1”, according to the attached survey made by _____ dated _____, and that _____ makes no claim whatsoever to the _____ foot strip of land owned by _____, which is _____ of the _____ record line of Parcel 2.
4. _____ represents and acknowledges that it is the sole responsibility of _____ to pay any fees associated with maintaining said asphalt driveway and concrete curb and _____ shall be solely responsible for the use thereof and any liabilities resulting therefrom.
5. It is agreed by the parties that the asphalt driveway and concrete curb shall remain in its present location for as long it may stand.
6. This Easement is an easement in perpetuity and shall run with the land, and all agreements, covenants and warranties herein contained shall be binding upon and ensure to the benefit of the present owner and all future owners of Parcel 1 and Parcel 2 and their respective heirs, executors, administrators, legal representatives, successors and assigns.
7. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
8. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of such party.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

State of New York, County of _____ ss:

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

State of New York, County of _____ ss:

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)