### **Easement Agreement**

**This Easement Agreement** ("Agreement") is made effective as of [Effective Date] by and among [Eco-Village Name], its residents and members (collectively referred to as the "Community"), and [Easement Holder, if applicable, e.g., a local utility provider]. This Agreement establishes easement rights to certain areas of the eco-village for designated purposes, including pathways, access to utilities, and conservation of natural areas.

#### **1. Purpose**

* The purpose of this Agreement is to grant specific access and usage rights to designated areas within [Eco-Village Name] to enable ease of movement, access to utilities, and conservation efforts in alignment with the eco-village’s sustainability values.

#### **2. Scope of Easement Rights**

* This Agreement applies only to the specific areas and purposes outlined below and does not extend beyond those limits. Easement rights will be used solely for the purposes outlined in this Agreement and may not be modified without the consent of all affected parties.

#### **3. Easement Areas and Purposes**

* **Pathways**: Easement rights are granted to all Members for the use of established pathways within the eco-village for foot traffic, cycling, and other non-motorized travel. These pathways are maintained by the Community and must remain unobstructed and accessible to all Members.
* **Utility Access**: Easement rights are granted to [Utility Provider Name, e.g., Local Water Authority] to access utility lines, pipes, solar arrays, or other infrastructure for the purpose of maintenance, repairs, and upgrades. Utility access must be scheduled in advance with the Community Council whenever possible to minimize disruption.
* **Conservation Areas**: Easement rights are granted for specific natural areas designated for conservation purposes. Members agree to avoid disrupting these areas, including protected habitats, forested sections, or bodies of water. Access to these areas is restricted to observation, ecological research, or minimal-impact activities as approved by the Community Council.

#### **4. Easement Boundaries and Description**

* **Pathway Locations**: Pathways are defined as the [Width, e.g., 4-foot-wide] trails that connect residential areas, shared buildings, and natural areas. A map of pathway locations is attached as Exhibit A.
* **Utility Access Locations**: Utility access points, including the locations of water lines, electrical boxes, and solar infrastructure, are marked on the attached map (Exhibit B). Easement holders are permitted to access these specific areas only.
* **Conservation Boundaries**: Conservation areas are marked on Exhibit C and include all wetland zones, riparian buffers, and other sensitive ecosystems. These boundaries must be respected, and activities within these areas are limited as outlined in this Agreement.

#### **5. Rights and Responsibilities of Easement Holders**

* **Community Access to Pathways**: All Members have the right to use pathways for safe, non-motorized travel. Members agree to use pathways responsibly, keep them free of obstructions, and report any damage to the Community Council.
* **Utility Provider Access**: The designated utility provider has the right to enter eco-village property within marked easement boundaries to conduct necessary maintenance, repairs, and installations. Utility providers must coordinate with the Community Council to minimize disruptions and restore affected areas promptly.
* **Conservation Area Use**: Members have limited access to conservation areas solely for low-impact, non-intrusive activities. No member may engage in activities that could disrupt the ecosystem, such as removing plants, disturbing wildlife, or introducing foreign species.

#### **6. Maintenance and Upkeep of Easement Areas**

* **Pathway Maintenance**: The Community is responsible for the regular maintenance and repair of pathways to ensure they remain safe and accessible. Maintenance tasks include clearing vegetation, repairing erosion, and ensuring clear signage.
* **Utility Easement Maintenance**: Utility providers are responsible for maintaining their own infrastructure within designated easement areas. After performing work, providers must restore the area to its prior condition to the extent possible, including any landscaping.
* **Conservation Area Stewardship**: The Community Council or designated Conservation Committee will oversee the health and preservation of conservation areas, monitoring for invasive species, erosion, or damage. Members are encouraged to report any environmental issues.

#### **7. Restricted Activities in Easement Areas**

* **Pathways**: Motorized vehicles are prohibited on pathways except for approved maintenance or emergency vehicles. No items, such as personal belongings or waste, may be left on pathways.
* **Utility Access Areas**: Unauthorized individuals are prohibited from tampering with or obstructing utility infrastructure within easement areas. All equipment and supplies related to utility work must be removed promptly after work completion.
* **Conservation Areas**: Activities that could alter the natural state of conservation areas, including hunting, fishing, planting non-native species, or removing natural materials, are prohibited without prior approval from the Community Council.

#### **8. Easement Term and Termination**

* **Term**: This Agreement shall remain in effect for as long as the specified easement purposes exist or until terminated by mutual consent.
* **Termination**: Easement rights may be terminated by the Community Council if the easement holder violates the terms of this Agreement, or if the easement purpose is no longer required. Termination must be provided in writing at least [Notice Period, e.g., 30 days] in advance.

#### **9. Liability and Indemnity**

* **Member Responsibility**: Members agree to use easement areas at their own risk and shall indemnify and hold harmless the Community from any claims resulting from misuse or negligence within these areas.
* **Utility Provider Responsibility**: Utility providers accessing eco-village property under this Agreement are responsible for any damage caused by their work and shall indemnify and hold harmless the Community for any claims or damages arising from their activities within the easement areas.

#### **10. Conflict Resolution**

* **Direct Resolution**: Parties should make reasonable efforts to resolve any disputes regarding easement use through direct communication.
* **Mediation**: If a dispute cannot be resolved directly, the matter may be brought to a third-party mediator acceptable to all parties. Any costs for mediation will be shared equally.
* **Final Arbitration**: If mediation fails, the dispute may be submitted to the Community Council for a final, binding decision.

#### **11. Amendments to Agreement**

* Any amendments to this Agreement must be approved by a supermajority vote (75%) of Members or by mutual consent between the Community Council and the easement holder. Proposed amendments must be submitted in writing at least [Notice Period, e.g., 14 days] prior to the vote or decision.

#### **12. Governing Law**

* This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

#### **13. Signatures**

By signing below, each party acknowledges understanding and agreement to the terms and conditions of this Easement Agreement.

**Community Council Representative’s Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Easement Holder’s Signature (if applicable)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_