

Prepared by: Simi Kaplin Baer, Esquire
Kaplin Stewart
Union Meeting Corporate Center
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422
(610) 260-6000

Return to: Simi Kaplin Baer, Esquire

TMP Nos.:

YARD EASEMENT AGREEMENT

THIS YARD EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2025 by and between _____ (“**Grantor**”) and _____ (“**Grantee**”) (collectively, the “**Parties**”).

BACKGROUND

A. Grantor is the owner of the property located _____ indexed at Tax Map Parcel No. (“**Grantor’s Property**”).

B. Grantee is the owner of the property adjacent to Grantor’s Property located at _____ indexed at Tax Map Parcel No. (“**Grantee’s Property**”).

C. Grantor had previously constructed a fence that on its property close to the property line abutting Grantee’s Property which dissects Grantor’s Property and creates the illusion of a “yard area” as depicted on **Exhibit “A” (“Yard Easement Area”)**.

D. Grantor intends to replace the existing fence in a similar location and height.

E. Grantor desires to grant an easement to the Grantee over the Yard Easement Area.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **BACKGROUND.** The Background of this Agreement is incorporated by reference as if fully set forth herein at length.

2. **GRANT OF YARD EASEMENT.** Grantor hereby grants an easement to the Grantee over the Yard Easement Area for the limited purpose of passive recreation and landscaping. Grantee shall be permitted to plant any indigenous plants, flowers, shrubs and bushes, but shall not plant any invasive or exotic species or any species which would be classified as weed (“**Yard Easement**”). Grantee shall maintain the Yard Easement Area including mowing, trimming, pruning and the replacement of dead materials. Grantee shall be prohibited from constructing, erecting or storing structures, animals or materials of any kind thereon and from changing the grade of their Yard Easement Area.

3. **INDEMNIFICATION** Grantee agrees to indemnify and defend Grantor, its successors and assigns which may include a Homeowners’ Association, and to hold Grantor harmless from and against any loss, claim, damage, cost, expense, liability, action or cause of action, including, without limitation, reasonable attorneys' fees and expenses and court costs, arising out of or incurred in connection with the use of the Yard Easement by the Grantee and its invitees.

4. Grantee shall maintain liability insurance in commercially reasonable amounts for the Yard Easement Area, naming the Grantor as additional insured, which insures against bodily injury and death and property damage that arises out of or is caused by the use of or entry on the Yard Easement Area. Grantee shall provide evidence to Grantor that the insurance required herein is in effect. All insurance shall be written on an “occurrence” basis with financially responsible companies licensed to issue insurance in the Commonwealth of Pennsylvania.

5. **RECORDING.** This Agreement shall be recorded against Grantor’s Property and Grantee’s Property in the Office for the Recorder of Deeds in and for Montgomery County, Pennsylvania.

6. **BINDING EFFECT.** This Agreement shall run with title to the Grantor's Property and the Grantee's Property and shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors and assigns.

7. **AMENDMENT.** This Agreement may not be amended or modified unless in writing signed by the Parties.

8. **GOVERNING LAW.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

9. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be considered an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST/WITNESS:

ATTEST/WITNESS:

GRANTOR:

By: _____
Name: _____

GRANTEE:

By: _____
Name: _____

By: _____
Name: _____

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF _____ :

On this, the _____ day of _____, 2025, before me, a Notary Public, personally appeared _____, who acknowledged to me she is the owner of the property located at _____ is authorized to and executed the foregoing Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF _____ :

On this, the _____ day of _____, 2025, before me, a Notary Public, personally appeared _____, who acknowledged to me that they are the owners of the property located at 5 _____ and are authorized to and executed the foregoing Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

Exhibit "A"