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[The Man Who Can't Be Moved](#)

Locating and Relocating Easements

Location. The simplest way to describe the location of an easement is to say that the easement holder has an easement over the grantor's entire property to use that property for a particular purpose (for example, for the installation of widgets). Such an easement, which is often called a "blanket easement," will make it difficult to develop or improve the grantor's property, because any such development or improvement may interfere, in the judgment of a court or jury, with the use of the easement. To avoid this problem, **it is important to avoid blanket easements and to specify the smallest possible portion of the grantor's land on which the easement will be imposed.** The best description of the location of an easement will consist of engineered drawings of the easement's location coupled with a metes and bounds description of the property encumbered by the easement.

Relocation. It is important for the grantor to retain the right to relocate the easement. This is important since only a few jurisdictions will allow relocation, unless the document creating the easement gives the grantor the right to relocate the easement or unless the holder of the easement agrees to the relocation. If an easement will serve its purpose just as well if it is moved to another location on the grantor's property, or even to another property in the vicinity (whether or not owned by the grantor), and if the relocation will permit the grantor to develop the grantor's property, then the ability to relocate the easement may result in a significant economic benefit to the grantor of the easement while not unduly prejudicing the easement holder.

Remember, **most easements last forever (although it is possible for easements to have a specified term).** What seems like a good idea today may not seem like such a great idea in five years or in fifty years! Limit the amount of property burdened by an easement and reserve the right to relocate the easement in the future, so long as such relocation won't unreasonably interfere with the use of the easement.

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