
In order to accommodate change, parties may make reasonable **modifications** to express rights of easement that are generally described. An easement may also, however, prohibit modifications.

(6) Termination of Easements

The following situations may **terminate** an easement:

(a) Abandonment

Abandonment of an easement may result from **non-use** by its holder **and** the holder's **demonstrated intention not to use** the servient estate again. Note that non-use is not enough. The party must also demonstrate an intention not to use the servient estate again. For example, a railroad company might not have used its easement for many years and could remove the train tracks that are upon it. The removal of the tracks would demonstrate the intent not to use the servient estate again.

(b) Release

A written release of an easement by its holder to **the servient estate's owner** will end the easement.

(c) Adverse Possession

Adverse possession of an easement by the servient estate owner will terminate the easement if he or she **fulfills the following elements**: adverse interests, actual use, open use, notorious use, hostile use, non-permissive use, and continuous use, for the statutory period.

(d) Destruction

Destruction of a servient estate will end an easement.

(e) Condemnation

Condemnation of a servient estate by a government will end an easement.

(f) Necessity

Necessity for an easement may end, and consequently the easement will expire.

(g) Estoppel

Estoppel will end an easement when an easement holder **communicates** to the easement owner that the easement will not be enforced, and the estate owner acts in **reasonable reliance** upon that assurance.

(h) Merger

Merger of both the dominant and the servient estates will end an easement. A merger results when the owner of the dominant estate **obtains title to the servient estate**. As a general rule, an owner of an estate cannot own an easement on the estate.

(i) Misuse

Misuse of an easement does not usually terminate the easement but may give rise to claims for legal or equitable remedies.

e) Legal and Equitable Remedies

(1) Legal Remedies

(a) Actions to Construe Easements

Legal proceedings may be necessary to interpret and determine the scope of easements.

(b) Actions for Damages

(i) Injury to Land

a. Unavoidable Harm

If a dominant estate owner reasonably **exercises a right to repair** an easement, which results in unavoidable or necessary harm to a servient estate, the servient estate's owner cannot complain about the harm in order to recover damages.

b. Unreasonable Harm

The servient estate owner may, however, recover damages from a dominant estate owner for injury to its land due to unreasonable harm that **resulted from repairs** of an easement that the dominant estate holder made. The damages are usually limited to the amount that is required to **restore the land** to its pre-existing condition.

(ii) Tort Liability

If a holder of an express easement negligently breaches the holder's duty to maintain the easement, the holder may have tort liability for any consequent injury to property, persons, or deaths.

(2) Equitable Remedies

(a) Actions for Injunctive Relief