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Appellate Court of Maryland confirms an “easement to nowhere” is terminated.

6 Jun 2023

Christopher A. Glaser

The Appellate Court of Maryland has confirmed that an “easement to nowhere,” if it existed, may be terminated by estoppel and adverse possession. In Holder v. Uncle Eddie’s Brokedown Palace, LLC, the Court examined an express easement which included purported rights to traverse lands not owned by the servient estate and how the conveyed rights, if any, may be terminated.

In Holder, Justin Young was the owner of the subject Parcel 3 and Uncle Eddie owned Parcel 414. Parcel 3 did not abut Parcel 414 but was separated by land owned by third-party Stonecrest Development, LLC. In 1872, Aaron Cost, Stonecrest’s predecessor, granted Uncle Eddie’s predecessor an easement crossing both Cost’s parcel as well as Parcel 3, which was not owned by Cost. The trial court held—and the Appellate Court of Maryland affirmed—that Cost’s grant was defective ab initio and remained defective as one cannot grant an easement to cross lands owned by another. The resulting grant was an “easement to nowhere” and wholly unenforceable.

Recognizing the defective grant, Uncle Eddie argued in the alternative that it held an easement by prescription. Even if such a prescriptive easement existed, however, it had been terminated by estoppel and by adverse possession. To establish termination by estoppel, Young had the burden to establish that Uncle Eddie failed to use the easement and acquiesced to Young’s actions. To establish adverse possession of an easement, Young had the burden to not only satisfy the traditional adverse possession elements but also that Young’s use of the land was “incompatible or irreconcilable with the authorized right of use.” Uncle Eddie’s failure to use the easement since, at least, 1988 together with Young allowing Parcel 3 “to return to nature” with the growth of mature trees satisfied both termination by estoppel as well as adverse possession. Even if the “easement to nowhere” could have been granted, any such grant had now been lost.

Jackson & Campbell, P.C. represents title insurers and insureds in Maryland, Virginia, and Washington, D.C. and we strive to keep our clients and other title professionals up to date on various developments in the law. Additionally, we present no-cost in-house updates of the nation’s most noteworthy cases and national trends following the spring and fall American Land Title Association’s Title Counsel meetings.

If you have any questions about this case or laws impacting real estate in and around the Washington, D.C. region, feel free to contact us. Our Real Estate Litigation and Transactions *Practice Group is ready to assist.*

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APPELLATE COURT OF MARYLAND CONFIRMS AN EASEMENT TO NOWHERE IS TERMINATED.

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