

DRIVEWAY EASEMENT AGREEMENT

EASEMENT AGREEMENT, made this ____ day of _____, 200__, between _____, hereinafter referred to as “Grantor,” having an office/residing at _____, and _____, hereinafter referred to as “Grantee,” having an office/residing at _____, collectively, the “Parties.”

WHEREAS, the Grantor is the fee owner of certain land located in the City and State of New York, Borough of _____, designated as Block _____ Lot _____ on the Tax Map of the City of New York, hereinafter referred to as Parcel A, more particularly described by a metes and bounds description set forth in Schedule A annexed hereto and by this reference made a part hereof;

WHEREAS, the Grantee is the fee owner of certain land located in the City and State of New York, Borough of _____, designated as Block _____ Lot _____ on the Tax Map of the City of New York hereinafter referred to as Parcel B, more particularly described by a metes and bounds description set forth in Schedule B annexed hereto and by this reference made a part hereof;

WHEREAS, the Parties are desirous of creating a permanent easement for the purpose of permitting and enabling present and future owners of Parcels A and B, their heirs, successors and assigns to pass over the lands of both Parcels A and B for the purpose of ingress and egress to and from the _____ [location of ingress and egress route (e.g., front, rear)] of said parcels for pedestrian and motor vehicle use;

WHEREAS, the Parties have [Grantee has] requested the New York City Department of Buildings (the “Department of Buildings”) to act upon Application No(s). _____ [and _____] to construct/alter _____;

WHEREAS, the Department of Buildings may approve the Application(s) upon the condition that the Parties create a permanent easement for the benefit of present and future owners of Parcels A and B, such that the owners shall have access to required parking, pursuant to Zoning Resolution of the City of New York Section _____ (e.g., §25-21 et. seq., §25-30 et. seq., §36-20 et. seq., §36-30 et. seq., §44-20 et. seq.) and New York City Administrative Code Section _____ (e.g., §27-291); and

WHEREAS, a diagram marked Schedule C showing the two above referenced properties, the boundaries of each and a cross-hatched portion indicating the area of the driveway (the “Easement Area”) is attached hereto and made a part hereof, said Easement Area being more

particularly described by a metes and bounds description set forth in Schedule D annexed hereto and by this reference made a part hereof.

NOW, THEREFORE, good and valuable consideration having been paid, the Parties hereby agree as follows:

1. The Easement Area shall be used to permit and enable present and future owners of said parcels, their heirs and assigns to pass over the lands of Parcels A and B for the purpose of ingress and egress to and from _____ Street and the _____ [location of ingress and egress route (e.g, front, rear)] of said parcels for pedestrian and motor vehicle use.
2. The Easement Area shall at all times be maintained and kept clear and unobstructed.
3. This easement agreement may not be modified, amended or terminated without the prior written consent of the Department of Buildings.
4. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
5. Failure to comply with the terms of this easement agreement may result in the revocation of a building permit or certificate of occupancy.

6. This easement agreement shall be recorded at the county city register's (county clerk's) office and the cross-reference number and title of the easement agreement shall be cited on each temporary and permanent certificate of occupancy hereafter issued to Parcels A and B.

IN WITNESS WHEREOF, Parties have made and executed the foregoing easement agreement as of the date hereinabove written.

Grantor
By:

Grantee
By:

Acknowledgment by individual:

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ___ day of _____ in the year _____, before me personally came _____, to me personally known and known to me or proved to me on the basis of satisfactory evidence to be the same person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ___ day of _____ in the year _____, before me personally came _____, to me personally known and known to me or proved to me on the basis of satisfactory evidence to be the same person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same.

Notary Public

Partnership/Corporate Acknowledgment:

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that she/he resides in _____; that she/he is the _____ (a member of the firm/president or other officer or director or attorney in fact duly appointed) of _____, a co-partnership/corporation described in and which executed the above instrument; and that she/he signed her/his name thereto as the act and deed of the firm/by authority of the board of directors of said corporation.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that she/he resides in _____; that she/he is the _____ (a member of the firm/president or other officer or director or attorney in fact duly appointed) of _____, a co-partnership/corporation described in and which executed the above instrument; and that she/he signed her/his name thereto as the act and deed of the firm/by authority of the board of directors of said corporation.

Notary Public