

FIRE EGRESS EASEMENT

EASEMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 198\_, BETWEEN \_\_\_\_\_, hereinafter referred to as the "Grantee," residing/having an office at \_\_\_\_\_ in the Borough of \_\_\_\_\_, City and State of New York and \_\_\_\_\_, hereinafter referred to as the "Grantor," residing at \_\_\_\_\_.

W I T N E S S E T H

WHEREAS, \_\_\_\_\_, "Grantor," is the record owner in fee of premises known as \_\_\_\_\_, in the Borough of \_\_\_\_\_, City and State of New York, also known as Lot \_\_\_\_\_ of Block \_\_\_\_\_ on the Tax Map of the City of New York, hereinafter referred to as Parcel A and more particularly described by a metes and bounds description on Schedule A annexed hereto and by this reference made a part hereof.

WHEREAS, THE "Grantee" is the record owner in fee of premises known as \_\_\_\_\_, in the Borough of \_\_\_\_\_, City and State of New York, also known as Lot \_\_\_\_\_ of Block \_\_\_\_\_ 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 on Schedule B annexed hereto and by this reference made a part hereof.

WHEREAS, the property of the Grantee, Parcel B, is situated to the \_\_\_\_\_ of the property of the Grantor, Parcel A, and said parcels are contiguous to one another; and

WHEREAS, the Grantor is in the process of constructing a new building and accessory structures on its property described above together with other adjoining properties owned by the Grantor; and

WHEREAS, the Grantor is willing to grant to the Grantee a means of egress, in the event of fire, from the rear of the property of the Grantee over such portion of the Grantor's property to afford access to the public street, such egress route more particularly described by a metes and bounds description and a diagrammatic sketch on Schedule C annexed hereto and by this reference made a part hereof.

NOW, THEREFORE, in consideration of the sum of \_\_\_\_\_ and other good and valuable consideration, Grantor for himself, his heirs, legal representatives, successors and assigns hereby makes the following grant:

1. Grantor hereby grants and conveys to Grantee, his heirs, legal representatives, successors and assigns and to any future owner of Parcel B, an easement over the property of the Grantor as may be necessary for the purpose of egress in the event of a

fire or other emergency occurring on the property of the Grantee. Such easement shall run from the rear of the property of the Grantor to the public street now known as \_\_\_\_\_ Street. The access to the property of the Grantor shall be provided by means of \_\_\_\_\_, installed by the Grantor, approved by the New York City Department of Buildings, which \_\_\_\_\_ shall be situated on the property of the Grantee.

2. The area covered by the easement shall at all times be maintained and kept clear and unobstructed.

3. This Easement Agreement may not be amended or terminated without the prior written consent of the New York City Department of Buildings.

4. This covenant 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.

IN WITNESS WHEREOF, Grantor has made and executed the foregoing Easement Agreement as of the date hereinabove written.

By \_\_\_\_\_

By \_\_\_\_\_