

## PARTY WALL EASEMENT AGREEMENT

EASEMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_,  
between \_\_\_\_\_,  
hereinafter referred to as the “First Party,” residing/having an office at \_\_\_\_\_  
and \_\_\_\_\_,  
hereinafter referred to as the “Second Party,” residing/having an office at \_\_\_\_\_,  
collectively, the “Parties.”

WHEREAS, the First Party 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 and 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 Second Party 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, Parcel A adjoins Parcel B;

WHEREAS, there is a \_\_\_\_\_-story building erected on Parcel A;

WHEREAS, the Second Party has requested the New York City Department of Buildings (the “Department of Buildings”) to act upon Application No. \_\_\_\_\_ to construct [alter] a \_\_\_\_\_-story building on Parcel B; [and]

[WHEREAS, there presently exists a wall lying on the line dividing the parcels of land of the First Party and the Second Party, which is the \_\_\_\_\_ [location of existing wall (e.g., northerly, southerly)] wall of Parcel A, and]

WHEREAS, the Second Party desires to use the \_\_\_\_\_ [e.g., northerly, southerly] wall of Parcel A as the \_\_\_\_\_ [e.g., northerly, southerly] wall of Parcel B, so that the wall shared by Parcels A and B is to become a party wall. The party wall shall satisfy the construction requirements of the Administrative Code of the City of New York Section 27-332.

NOW, THEREFORE, good and valuable consideration having been paid, the Parties mutually covenant and agree for themselves, their respective heirs, legal representatives, successors and assigns, as follows:

1. The wall shared by Parcels A and B shall be used and maintained as a party wall forever and the Parties shall be licensed and permitted to enter upon the premises of Parcels A and B to make necessary excavations for the construction, maintenance and repair of the wall.
2. A diagram of Parcel A and Parcel B is attached hereto as Exhibit A in the form of a plot plan with a cross-hatched portion indicating the party wall. The location of the wall is more particularly described as follows:

BEGINNING at a point on the \_\_\_\_\_ side of \_\_\_\_\_ Street, distant \_\_\_\_\_ feet from the corner of \_\_\_\_\_ street and \_\_\_\_\_ Avenue, running parallel with \_\_\_\_\_ Street, \_\_\_\_\_ feet and more particularly shown on the survey. \_\_\_\_\_ prepared \_\_\_\_\_, 200\_, and annex hereto as Schedule C;

3. If and when the wall is rebuilt, it shall stand upon the same place and be of the same or similar materials and of the same proportions as the wall described above.
4. This easement agreement may not be modified, amended or terminated without the prior written consent of the Department of Buildings. Further, applications for permits to demolish either of the buildings which are the subject of this agreement and/or removal of the party wall provided for in this agreement must clearly indicate the party wall on application plans.
5. 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.
6. Failure to comply with the terms of this easement agreement may result in the revocation of a building permit or certificate of occupancy.

7. 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