

Instructions for filing a Stormwater Maintenance Easement

For all projects that will require a Stormwater Maintenance Permit, property owners must execute and record an easement granting DEP access to inspect the stormwater management practices except where the corporation counsel has determined that such a maintenance easement is not necessary due to the property's ownership or use by a public agency. The easement must be filed with either the New York City Register or the Richmond County Clerk prior to DEP's issuing a Stormwater Construction Permit.

The Stormwater Maintenance Easement, along with any required real property transfer tax forms, must be executed by both the property owner and DEP. It is best to submit the original documents, the signed easement and the tax forms, to:

NYC DEP Stormwater Permitting
59-17 Junction Blvd., **9th Floor**
Flushing, NY 11373

ATTN. Stormwater Permitting Easements.

The submission must include attachment A, the metes and bounds description or survey map of the lot covered in the maintenance easement. You may use the same information that is attachment A to the deed for the lot. If there are multiple lots, you will need an easement for each lot. All lots contained in the application must be **final** lots.

The submission may be made at any time before the Stormwater Construction Permit is pulled, but proof that the documents have been properly recorded must be included with the Permit Initiation on the SWPTS.

If you choose, you may submit documents digitally, for review only, to StormwaterPermits@dep.nyc.gov. In the subject line include the name of the project and the Application ID. Once accepted, original paper documents should be submitted as shown above.

If the property owner chooses not to use the Stormwater Maintenance Easement template provided by DEP, the New York City Corporation Counsel must review and approve the easement before the DEP Chief Financial Officer can sign.

A Stormwater Construction Permit will not be issued until the appropriate documentation, approved by DEP, has been recorded and proof of same submitted to NYC DEP.

THIS STORMWATER MAINTENANCE EASEMENT (the "Easement"), made this _____ day of _____, 20___, (the "Effective Date") is by and between _____, Address: _____, its successors and assigns (the "Grantor"), and THE CITY OF NEW YORK c/o Dept. of Environmental Protection, Address: 59-17 Junction Blvd., Flushing NY 11373, its authorized representatives, successors, and assigns (the "Grantee"). The Grantor and the Grantee are hereinafter referred to collectively as the Parties.

WHEREAS, the Grantor is the owner of certain real property located at Block _____, Lot _____ as shown on the City of New York Tax Map, situated in the City and State of New York, described in Exhibit A (the "Property"), attached hereto and incorporated as if fully set forth herein; and

WHEREAS, Title 24, Chapter 5-A of the New York City Administrative Code, in part, regulates the post-construction stormwater management facilities at the Property; and

WHEREAS, Grantor desires to develop the Property in a manner that requires a stormwater construction permit that includes post-construction stormwater management facilities and therefore must grant this easement and, when construction is complete, apply for and comply with a stormwater maintenance permit; and

WHEREAS, it is the intention of the Parties to enter into an easement related to the post-construction stormwater management facilities at the Property in accordance with Title 24, Chapter 5-A of the New York City Administrative Code;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, the Parties agree as follows:

1. The Grantor is required to maintain the post-construction stormwater management facilities at the Property pursuant to Title 24, Chapter 5-A of the New York City Administrative Code and Grantor's stormwater maintenance permit, which will be on file with the New York City Department of Environmental Protection (the "Department") upon recording of the Easement. Grantor shall operate and maintain the facilities in good working condition throughout their useful life and shall replace them as necessary in accordance with the Grantor's stormwater maintenance permit and applicable laws.
2. The Grantor grants to the Grantee and to persons authorized by the Grantee a perpetual easement (the "Easement") in, through, under, over, and across the Property for periodic inspection of the post-construction stormwater management facilities at reasonable times in accordance with law in order to ensure that such facilities are maintained in good working order and condition and in accordance with applicable design standards and applicable law. The Easement is granted only for the purpose of this inspection of the stormwater management facilities.
3. All of the covenants, agreements, and conditions contained in this Easement run with the land and shall inure to the benefit of and be binding upon the Parties and their respective

successors and assigns, and shall remain in full force and effect for as long as the Grantee requires stormwater management facilities at the Property.

4. The Grantor agrees to execute, acknowledge, and deliver to or for the Grantee such further instruments and take such further actions as may be reasonably required to carry out and effectuate the intent and purpose of this Easement, or to confirm or perfect any right created hereunder.
5. Grantor hereby covenants and agrees that any deed for the conveyance of the Property or any portion thereof shall contain a provision establishing the Easement described herein for the benefit of the Grantee.
6. In the event of any breach, or threatened breach, of this Easement by either party hereto, the non-defaulting party shall have the right to any remedy available at law or in equity, including but not limited to, injunctive relief and specific performance.
7. This Easement constitutes the entire agreement between the Parties and may not be modified, amended, or terminated except by an instrument in writing signed by both of the Parties.
8. This Easement shall be recorded by the Grantor in the Office of the City Register [IF IN STATEN ISLAND: the Office of the Richmond County Clerk] within thirty (30) days of the Effective Date.
9. This Easement shall be governed and construed in accordance with the laws of the State of New York and the laws of the City of New York.
10. Any forbearance by either the Grantee or the Grantor in exercising any right or remedy afforded under this Easement or by law shall not be a waiver or preclude the exercising of any such right or remedy.
11. Invalidation of any one of these terms or provisions by any Court shall in no way affect any other provisions, which shall remain in full force and effect.
12. The Grantor, his/her heirs, successors and assigns do hereby covenant that the Grantee shall be held harmless from any and all claims of any person or persons arising from the use of the Property and the granting of this Easement.

WHEREFORE, the Parties have executed this Easement under seal on the date first above written.

For the Grantor

BY: _____

For THE CITY OF NEW YORK

BY: _____
Chief Financial Officer
New York City Department of Environmental Protection

Approved as to Form and Certified as to Legal Authority
by Standard Type of Class:

s/ Acting Corporation Counsel

Dated: _____, 2022

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

On the day of , in the year , before me the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(y)(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public