

**LIGHT AND AIR EASEMENT AGREEMENT\***

EASEMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between \_\_\_\_\_, hereinafter referred to as the “Grantor,” having an office/residing at \_\_\_\_\_ and \_\_\_\_\_, hereinafter referred to as the “Grantee,” having an office/residing at \_\_\_\_\_.

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 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 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 and 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, there is an existing/will be constructed a \_\_\_\_-story building on Parcel B;

WHEREAS, Grantee has requested the New York City Department of Buildings (the “Department of Buildings”) to act upon Application No. \_\_\_\_\_ to construct a new building [to alter floors \_\_\_\_\_ to \_\_\_\_\_ ] for residential use on Parcel B; and

WHEREAS, the Department of Buildings may approve the Application upon the condition, *inter alia*, that Grantor create an easement for light and air for the benefit of the present and future owners of Parcel B in order to comply with the applicable provisions of Title 27, Chapter 1, Subchapter 12, Articles 3 and 6 of the Administrative Code of the City of New York and applicable light and air provisions of the Multiple Dwelling Law.

NOW, THEREFORE, good and valuable consideration having been paid, the Grantor for her/himself, her/his heirs, legal representatives, successors and assigns hereby makes the following grant to Grantee, her/his heirs, legal representatives, successors, and assigns and to any future owner of Parcel B:

1. The right to unrestricted light and air over Parcel A as described herein, such that any construction on Parcel A shall never infringe upon the light and air provided to Parcel B;

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\* This easement agreement may be entered into as a means of compliance with light and air requirements of the New York City Administrative Code and New York State Multiple Dwelling Law. This agreement may not be used to satisfy provisions of the New York City Zoning Resolution.

2. This easement agreement may not be modified, amended or terminated without the prior written consent of the Department of Buildings;
3. 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;
4. Failure to comply with the terms of this easement agreement may result in the revocation of a building permit or certificate of occupancy; and
5. This easement agreement shall be recorded at the city register's (county clerk's) office against all affected parcels of land and the cross-reference number and title of the easement agreement shall be recorded on each temporary and permanent certificate of occupancy hereafter issued to buildings located on the affected parcels and in any deed for the conveyance thereof.

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

\_\_\_\_\_  
 Grantor  
 By:

\_\_\_\_\_  
 Grantee  
 By:

STATE OF NEW YORK )  
 ) ss.:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, personally appeared [Grantor] \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
 Notary Public

STATE OF NEW YORK )  
 ) ss.:  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, personally appeared [Grantee] \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
 Notary Public