

Record and Return to:  
Keith A. Loughlin, Esq.  
Inglesino Taylor  
600 Parsippany Road, Suite 204  
Parsippany, New Jersey 07054

**ACCESS EASEMENT AGREEMENT**

**THIS ACCESS EASEMENT AGREEMENT** (this "Agreement") is made as of \_\_\_\_\_, 20\_\_, by and among, **MARIA J. PEREIRA**, with an address of 228 Van Buren Street, Newark, New Jersey 07105 (hereinafter "Grantor") and the **NEWARK BOARD OF EDUCATION**, with an address of 765 Broad Street, Newark, New Jersey 07102 (hereinafter "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain property located in the City of Newark, County of Essex, State of New Jersey, known and designated as identified on the official tax map of the City of Newark as Block 982, Lot 31, and located at 228 Van Buren Street, Newark, New Jersey 07105; and

**WHEREAS**, Grantee is a governmental entity charged with establishing, maintaining, and supervising public education in the City of Newark, and the owner of properties identified on the official tax map of the City of Newark as Block 981, Lot 1, and Block 982, Lot 30, which was and is utilized by and for East Side High School; and

**WHEREAS**, pursuant to the Ordinance of the City of Newark enacted August 1975 and recorded in the Essex County Register's Office dated September 9, 1975, a portion of Warwick Street, 56 feet in width and extending 95.55 feet easterly from Van Buren Street, was officially vacated as a street or public highway pursuant to the provisions of N.J.S.A. 40:67-1(b); and

**WHEREAS**, following the vacation of the portion of Warwick Street as described above, in 1975 the abutting property owners Grantor and Grantee, or their predecessors in interest, each acquired half of the 56 feet by 95.50 feet of the vacated roadway up to the center line (28 feet by 95.50 in length to each); and

**WHEREAS**, in October 1975 and recorded in the Essex County Register's Office in Deed Book 4517 Page 673, dated October 10, 1975, Grantor, through its predecessor in interest, sold 14 feet of its 28 feet strip identified above to Grantee; and

**WHEREAS**, Grantor maintains ownership over the strip of 14 feet of property (the "Easement Area"), that Grantor, through its predecessor in interest, acquired from the Warwick Street vacation in 1975. A copy of the map depicting the Easement Area (with arrows pointing to

the shaded area) is annexed hereto as **Exhibit A**; and

**WHEREAS**, consistent with the present uses, Grantee requested that Grantor provide an access easement to the Easement Area shown on the attached **Exhibit A**, and Grantor having agreed to grant same; and

**WHEREAS**, the parties desire to memorialize this easement as described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, namely, the Grantee's commitment to arrange for and solely assume the costs and expense to repave the Easement Area by the end of 2024, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Grant of Access. Grantor hereby grants to the Grantee, and its students, faculty, agents, employees, visitors, successors and assigns, the non-exclusive right, easement in, upon, over, under, across, and through the Easement Area as depicted on the map annexed hereto as **Exhibit A**, with full rights, privileges, and authority for Grantee to enter upon and utilize the same for access to Grantee's property.

Section 2. Grantor's Reservation of Rights. Except as provided in this Agreement, Grantor expressly reserves unto itself, its successors and assigns, the right to enter upon the Easement Area at any time for all uses and purposes.

Section 3. Covenant Not to Impede Access. Grantor and Grantee agree that they shall not obstruct, block, or otherwise impede access to and through the Easement Area.

Section 4. Care, Maintenance and Repair. Grantor, its successors and assigns, shall be liable and responsible, and shall promptly pay as incurred, for Fifty Percent (50.0%) of the costs and expenses of the mutually agreed upon care, maintenance, repair and subsequent repaving of the Easement Area; and Grantee, its successors and assigns, shall be liable and responsible for the costs and expenses to repave the Easement Area by the end of December 2024. Should there be good cause for a delay in repaving the Easement Area due to unknown or unforeseen circumstances, Grantor and Grantee will then work together in good faith to extend the time to repave and resolve any outstanding issues. After the Easement Area is repaved the first time, Grantee shall be liable and responsible for Fifty Percent (50.0%) of the costs and expenses of the care, maintenance, repair and repaving of the Easement Area. The parties agree to discuss the care, maintenance, repair and repaving of the Easement Area prior to the commencement of any work and agree to cooperate to coordinate and pay for the work, and said agreement and cooperation shall not be unreasonably withheld. Grantee shall perform routine clean-up (removal of trash and debris) on the Easement Area. Grantor also agrees not to place or leave trash and/or debris in the Easement Area or otherwise obstruct the Easement Area with any obstacles and will

likewise, be responsible for removing any that may be placed or left in the Easement Area by Grantor.

Section 5. Property Rights. This Agreement shall not be deemed to limit any party's use and enjoyment of its property, in any way, or to limit such party's right to lease, sell or otherwise convey any interest in its property, or in any portion thereof, to any third party, subject to the rights granted herein.

Section 6. Release of Liability. Grantee and its representatives, successors and assigns release Grantor and her representatives, successors and assigns from and against any and all claims, liabilities, losses, damages, costs and any other liability, including but not limited to bodily and personal injury, death or damage to personal or real property, whether foreseen or unforeseen, including but not limited to attorneys' fees and costs, which one or more of such parties may incur, directly or indirectly, arising out of, resulting from or in any way related to the uses of the Easement Area which are described in this Agreement unless arising out of or resulting from the negligence or willful misconduct of Grantor.

Section 7. Term. Except as otherwise provided herein, this Agreement and the rights, easements and obligations granted hereunder shall exist in perpetuity and shall run with the land.

Section 8. Miscellaneous.

(a) The Recitals at the beginning of this Agreement are incorporated into the body of this Agreement.

(b) The covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(c) The captions used herein are solely for purposes of convenience and shall not in any way affect the interpretation of the provisions of the Agreement.

(d) Except as otherwise specifically provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, heirs, executors, successors, assigns, transferees, mortgagees, and tenants and shall run with the land.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

(f) This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by each party.

(g) The Parties have negotiated this Agreement in good faith and agree to mutually release each other from all claims, known or unknown, which could have been asserted in this matter.

(h) If any provision of this Agreement shall be deemed to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

(i) This Agreement shall not be deemed or construed to create or establish any relationship, partnership, joint venture or similar relationship or arrangement or other legal entity between the parties hereto.

(j) This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**{SIGNATURES APPEAR ON THE FOLLOWING PAGE}**



