

Prepared By:

  
Barry A. Osmun

## DEED OF EASEMENTS

**THIS DEED OF EASEMENTS** (the "Deed") is dated June 19, 2007, and entered into by and between the CITY OF SUMMIT BOARD OF EDUCATION (the "Board"), a New Jersey body corporate with offices located at 90 Maple Street, Summit, New Jersey 07901, and the CITY OF SUMMIT (the "City"), a New Jersey municipal corporation, having its City Hall at 512 Springfield Avenue, Summit, New Jersey 07901.

### RECITALS

**WHEREAS**, the City desires to acquire an athletic field location easement and a temporary construction easement over a portions of certain property owned by the Board, and designated as Lot 2 in Block 401 on the City tax maps (the "Property") upon which Washington Elementary School (the "School") is situated, for a public purpose as part of an athletic field; and

**WHEREAS**, the Board is willing to grant such easements upon the terms and conditions set forth in this Deed.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations of the parties hereinafter set forth, and other good and valuable consideration, the Board and the City hereby agree to and with each other, as follows:

1. The Board hereby transfers, grants and conveys to the City an athletic field location easement and right of 20,124 square feet (the "Field Location Easement") in and to that portion of the Property, as more particularly shown on the map annexed hereto as Exhibit A and made a part hereof, entitled "Upper Tatlock Field Site Work Improvements, Easement

Locations", dated March 29, 2007, prepared by Maser Consulting, and consisting of one (1) page (the "Map").

2. The Field Location Easement shall be used only for a public purpose as part of the placement, replacement, construction, reconstruction, improvement, maintenance, repair, operation and use of an athletic field and uses incident thereto (the "Public Purpose").

3. In the event (a) the Field Location Easement ceases to be used by the City for the Public Purpose, or (b) the Board requires the Field Location Easement for an expansion of the School, then in either of said events, all right, title and interest in and to the Field Location Easement shall revert and revest in the Board.

4. The Board further transfers, grants and conveys to the City a temporary easement and right of 46,320 square feet (the "Temporary Easement") in and to that portion of the Property, as more particularly shown on the Map annexed hereto as Exhibit A and made a part hereof.

5. The Temporary Easement shall be used only for construction purposes during the placement and construction of the athletic field, including the right of the City and its contractors to enter upon the Temporary Easement with personnel, material and equipment in order to accomplish the foregoing.

6. The Temporary Easement shall terminate upon the completion of the placement and construction of the athletic field whereupon the City shall promptly restore the area of the Temporary Easement, and all right, title and interest in and to the Temporary Easement shall revert and revest in the Board.

7. The City shall be responsible for the administration, maintenance, repair and replacement of the athletic field following its placement and construction.

8. In addition to the Field Location Easement and Temporary Easement, the Board grants permission to the City to plant trees on the portion of the Board's Property located between the southerly side of the proposed athletic field and Butler Turnpike, as more particularly shown on the drawing annexed hereto as Exhibit B and made a part hereof, entitled "Upper Tatlock Field Improvements Landscape Plan", dated April 13, 2007, prepared by Maser Consulting, and consisting of one (1) page.

9. The Board covenants that (a) it is lawfully seized of the property which is the subject of the Field Location Easement and Temporary Easement (collectively, the "Easements"), (b) it has the right to grant the Easements to the City; and (c) it has done no act to encumber the property which is the subject of the Easements.

10. The City agrees to indemnify, protect, and hold harmless the Board, its members, officers, employees, representatives or agents from damages, liabilities, fines, judicial proceedings and orders, judgments and remedial actions of any kind, and all costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense (collectively, the "Losses"), directly or proximately resulting from the activities undertaken pursuant to this Deed, except to the extent arising from or caused by the negligence or willful misconduct of the Board, its members, officers, employees or agents.

11. Any and all rights granted to the City under this Deed shall be subject to all easements, covenants and restrictions which may affect the property which is the subject of the Easements. Nothing in this Deed shall be deemed to grant, convey, create or vest in the City a real property interest in land, other than the Easements herein granted.

12. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. This Deed shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

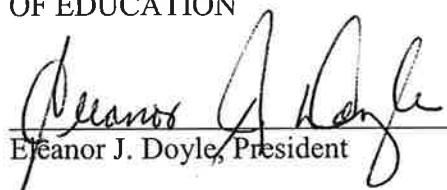
14. This Deed contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

15. This Deed may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

16. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Deed shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

IN WITNESS WHEREOF, this Deed has been executed as of the date first set forth above.

CITY OF SUMMIT BOARD  
OF EDUCATION

  
Eleanor J. Doyle, President

ATTEST:

  
Barbara J. Hedges, Secretary

CITY OF SUMMIT

  
Jordan Glatt, Mayor

ATTEST:

  
David L. Hughes, Clerk

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF UNION :  
:

BE IT REMEMBERED, that on June 27, 2007, before me, the subscriber, personally appeared David L. Hughes, who I am satisfied, is the Clerk of the City of Summit, the municipality named in the within instrument; that Jordan Glatt, is the Mayor of said municipality; that the execution, as well as the making of this instrument, has been duly authorized by a proper Resolution of the Common Council of said municipality; that deponent well knows the corporate seal of said municipality, and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

  
\_\_\_\_\_  
David L. Hughes, Clerk

Sworn to and subscribed  
to before me, this day 27  
day of May, 2007. June 2007 rpd

  
\_\_\_\_\_  
Notary Public of the State of New Jersey  
My Commission Expires:

ROSALIA MARIA LICATESE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/22/2009

STATE OF NEW JERSEY :

:SS.

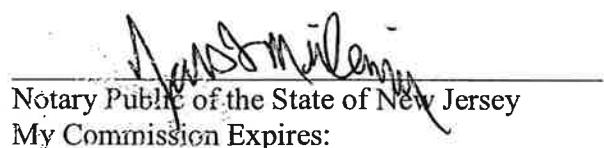
COUNTY OF UNION :

BE IT REMEMBERED, that on May 24, 2007, before me, the subscriber, personally appeared Paul Griggs, who I am satisfied, is the Secretary of the City of Summit Board of Education, the body corporate named in the within instrument; that Ann Bushe is the President of said body corporate; that the execution, as well as the making of this instrument, has been duly authorized by a proper Resolution of the City of Summit Board of Education; that deponent well knows the corporate seal of said body corporate, and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.



Paul Griggs, Secretary

Sworn to and subscribed  
to before me, this day 24TH  
day of May, 2007.



Notary Public of the State of New Jersey  
My Commission Expires:

James L. Minkewicz  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11-24-2009

THE CITY OF SUMMIT  
NEW JERSEY

CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

David L. Hughes  
City Clerk  
Secy. to Mayor & Council  
(908) 273-6400  
Email: [Davidlh@cityofsummit.org](mailto:Davidlh@cityofsummit.org)

Rosemary Licatese  
Deputy City Clerk  
(908) 273-6400  
Fax (908) 273-2977  
Email: [rpl@cityofsummit.org](mailto:rpl@cityofsummit.org)

June 27, 2007

Barry A. Osmun, Esq.  
Cuyler Burk  
Parsippany Corporate Center  
Four Century Drive  
Parsippany, NJ 07054

Re: Deed of Easements – Upper Tatlock Field Site Work, City of Summit

Dear Mr. Osmun: *Barry*

Enclosed please find a fully executed copy of the above referenced agreement for further processing by you.

Also enclosed is a certified copy of the resolution authorizing the execution of same.

If you have any questions, please feel free to call me.

Sincerely,



Rosemary Licatese

Enclosure

c: C. Cotter, City Administrator  
B. Kinney, Dir., DCS  
A. Hipolit, City Engineer

# THE CITY OF SUMMIT

---

## NEW JERSEY

CITY HALL 512 SPRINGFIELD AVENUE SUMMIT, NJ 07901

David L. Hughes  
City Clerk  
Secy. to Mayor & Council  
(908) 273-6400  
Email: [Davidh@cityofsummit.org](mailto:Davidh@cityofsummit.org)

Rosemary Licatese  
Deputy City Clerk  
(908) 273-6400  
Fax (908) 273-2977  
Email: [rpl@cityofsummit.org](mailto:rpl@cityofsummit.org)

June 27, 2007

Paul E. Griggs, Esq.  
Secretary/School Business Administrator  
Board of Education  
90 Maple Street  
Summit, NJ 07901

Re: Deed of Easements – Upper Tatlock Field Site Work

Dear Mr. Griggs:

For your records, enclosed please find a fully executed copy of the Deed of Easements Agreement between the City of Summit and the Summit Board of Education.

If you have any questions, please feel free to contact me.

Sincerely,

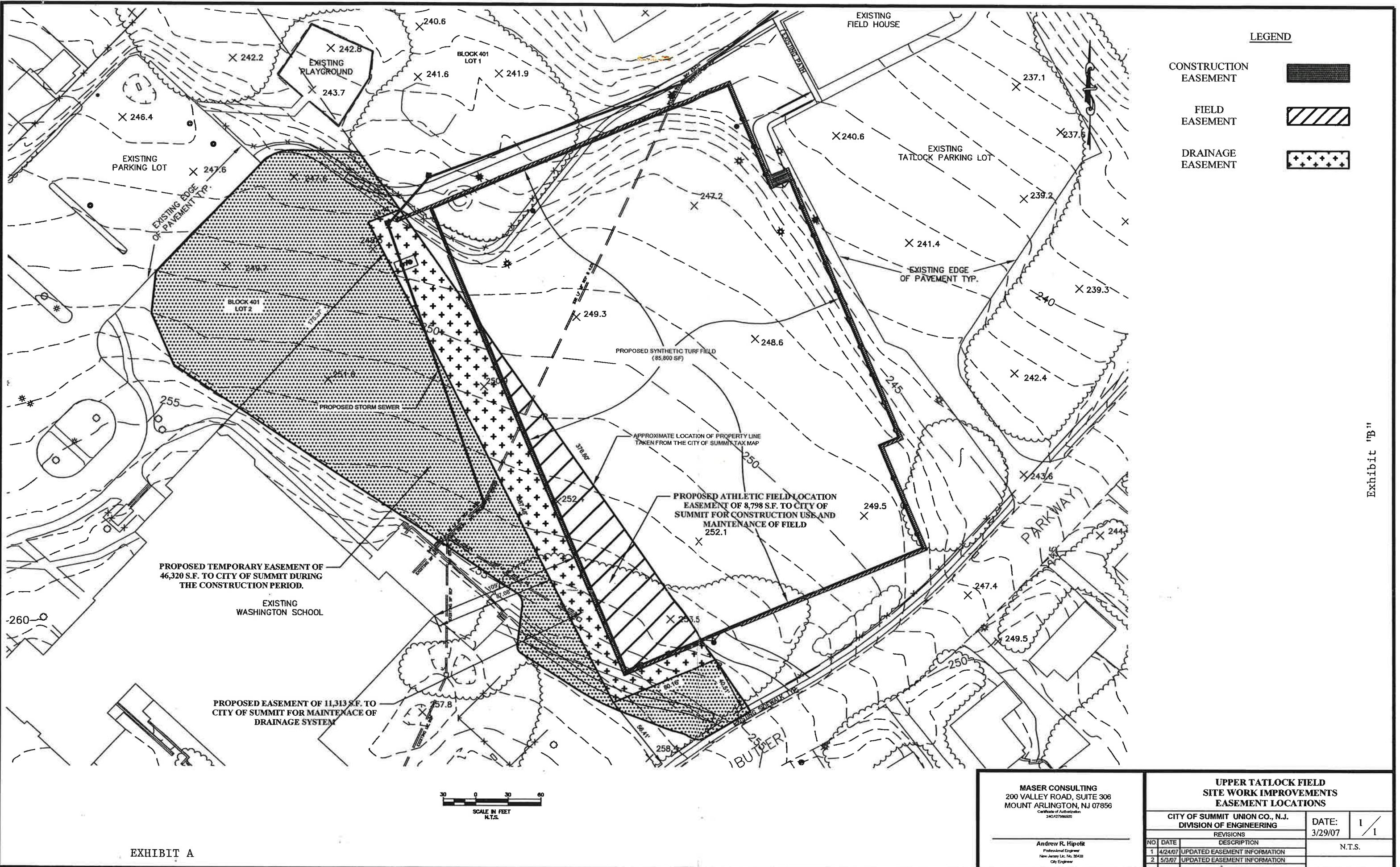


Rosemary Licatese

rpl

Enclosure

c:    C. Cotter, City Admin.  
      B. Osmun, City Solicitor  
      B. Kinney, DCS Dir.  
      A. Hipolit, City Engineer



Prepared By:



Barry A. Osmann

## DEED OF EASEMENTS

**THIS DEED OF EASEMENTS** (the "Deed") is dated 6/19/07, 2007, and entered into by and between the CITY OF SUMMIT BOARD OF EDUCATION (the "Board"), a New Jersey body corporate with offices located at 90 Maple Street, Summit, New Jersey 07901, and the CITY OF SUMMIT (the "City"), a New Jersey municipal corporation, having its City Hall at 512 Springfield Avenue, Summit, New Jersey 07901.

### RECITALS

**WHEREAS**, the City desires to acquire an athletic field location easement and a temporary construction easement over a portions of certain property owned by the Board, and designated as Lot 2 in Block 401 on the City tax maps (the "Property") upon which Washington Elementary School (the "School") is situated, for a public purpose as part of an athletic field; and

**WHEREAS**, the Board is willing to grant such easements upon the terms and conditions set forth in this Deed.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations of the parties hereinafter set forth, and other good and valuable consideration, the Board and the City hereby agree to and with each other, as follows:

1. The Board hereby transfers, grants and conveys to the City an athletic field location easement and right of 20,124 square feet (the "Field Location Easement") in and to that portion of the Property, as more particularly shown on the map annexed hereto as Exhibit A and made a part hereof, entitled "Upper Tatlock Field Site Work Improvements, Easement



Received & Recorded: Deed-1  
Union County, NJ Inst# 186709 Pgs-8  
8/09/2007 8:57  
Joanne Rajoppi Consider. .00  
County Clerk RT Fee .00  
Operator GAIL



DB5665 - 0955

Locations", dated March 29, 2007, prepared by Maser Consulting, and consisting of one (1) page (the "Map").

2. The Field Location Easement shall be used only for a public purpose as part of the placement, replacement, construction, reconstruction, improvement, maintenance, repair, operation and use of an athletic field and uses incident thereto (the "Public Purpose").

3. In the event (a) the Field Location Easement ceases to be used by the City for the Public Purpose, or (b) the Board requires the Field Location Easement for an expansion of the School, then in either of said events, all right, title and interest in and to the Field Location Easement shall revert and revest in the Board.

4. The Board further transfers, grants and conveys to the City a temporary easement and right of 46,320 square feet (the "Temporary Easement") in and to that portion of the Property, as more particularly shown on the Map annexed hereto as Exhibit A and made a part hereof.

5. The Temporary Easement shall be used only for construction purposes during the placement and construction of the athletic field, including the right of the City and its contractors to enter upon the Temporary Easement with personnel, material and equipment in order to accomplish the foregoing.

6. The Temporary Easement shall terminate upon the completion of the placement and construction of the athletic field whereupon the City shall promptly restore the area of the Temporary Easement, and all right, title and interest in and to the Temporary Easement shall revert and revest in the Board.

7. The City shall be responsible for the administration, maintenance, repair and replacement of the athletic field following its placement and construction.

8. In addition to the Field Location Easement and Temporary Easement, the Board grants permission to the City to plant trees on the portion of the Board's Property located between the southerly side of the proposed athletic field and Butler Turnpike, as more particularly shown on the drawing annexed hereto as Exhibit B and made a part hereof, entitled "Upper Tatlock Field Improvements Landscape Plan", dated April 13, 2007, prepared by Maser Consulting, and consisting of one (1) page.

9. The Board covenants that (a) it is lawfully seized of the property which is the subject of the Field Location Easement and Temporary Easement (collectively, the "Easements"), (b) it has the right to grant the Easements to the City; and (c) it has done no act to encumber the property which is the subject of the Easements.

10. The City agrees to indemnify, protect, and hold harmless the Board, its members, officers, employees, representatives or agents from damages, liabilities, fines, judicial proceedings and orders, judgments and remedial actions of any kind, and all costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense (collectively, the "Losses"), directly or proximately resulting from the activities undertaken pursuant to this Deed, except to the extent arising from or caused by the negligence or willful misconduct of the Board, its members, officers, employees or agents.

11. Any and all rights granted to the City under this Deed shall be subject to all easements, covenants and restrictions which may affect the property which is the subject of the Easements. Nothing in this Deed shall be deemed to grant, convey, create or vest in the City a real property interest in land, other than the Easements herein granted.

12. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

13. This Deed shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

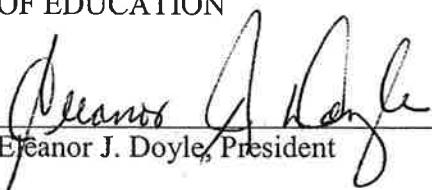
14. This Deed contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

15. This Deed may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

16. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Deed shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

IN WITNESS WHEREOF, this Deed has been executed as of the date first set forth above.

CITY OF SUMMIT BOARD  
OF EDUCATION

  
Eleanor J. Doyle, President

ATTEST:

  
Paul Griggs, Secretary

CITY OF SUMMIT

  
Jordan Glatt, Mayor

ATTEST:

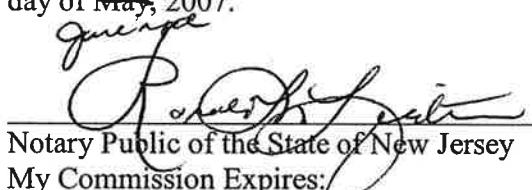
  
David L. Hughes, Clerk

STATE OF NEW JERSEY :  
:SS.  
COUNTY OF UNION :  
:

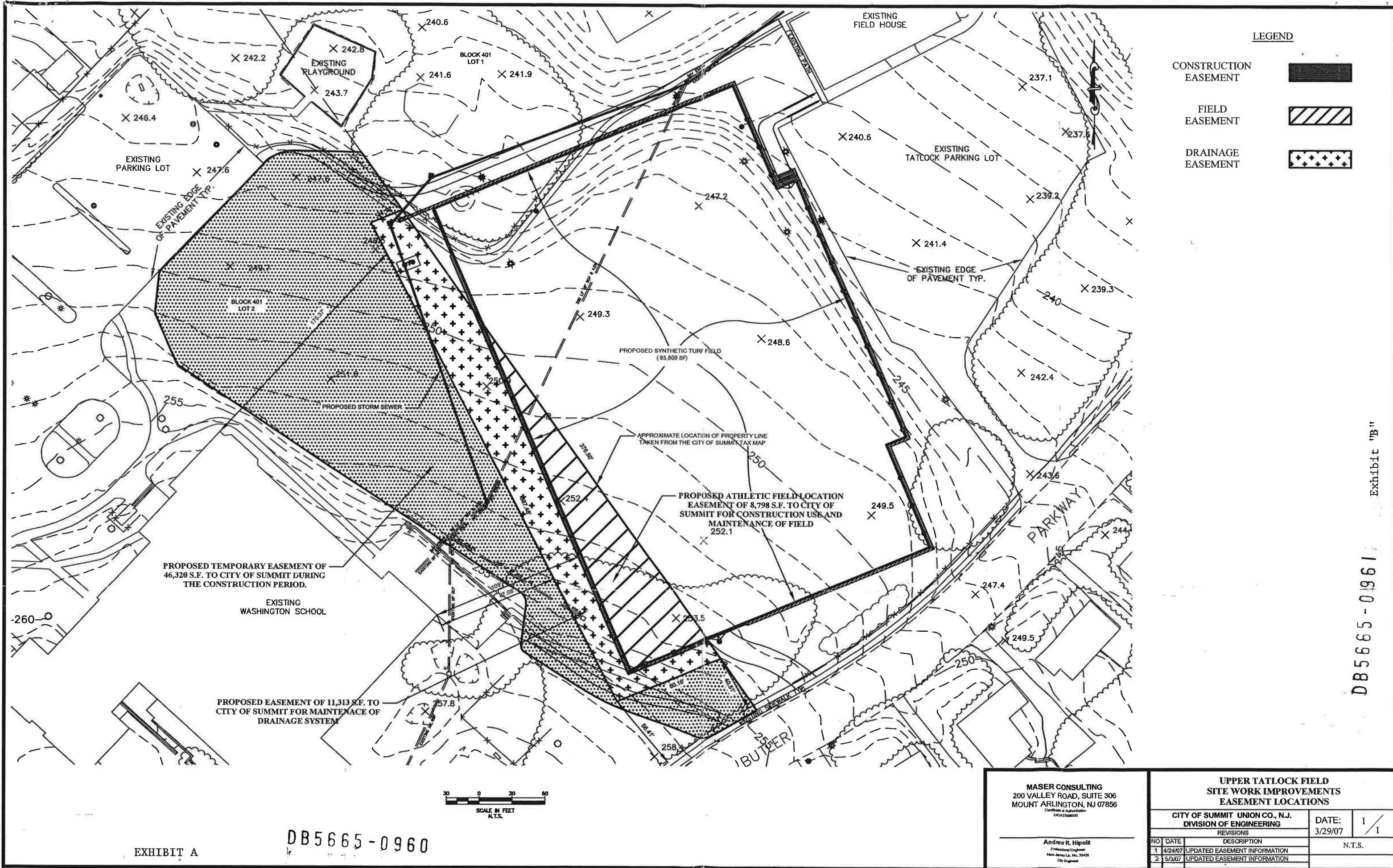
BE IT REMEMBERED, that on June 27, 2007, before me, the subscriber, personally appeared David L. Hughes, who I am satisfied, is the Clerk of the City of Summit, the municipality named in the within instrument; that Jordan Glatt, is the Mayor of said municipality; that the execution, as well as the making of this instrument, has been duly authorized by a proper Resolution of the Common Council of said municipality; that deponent well knows the corporate seal of said municipality, and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

  
\_\_\_\_\_  
David L. Hughes, Clerk

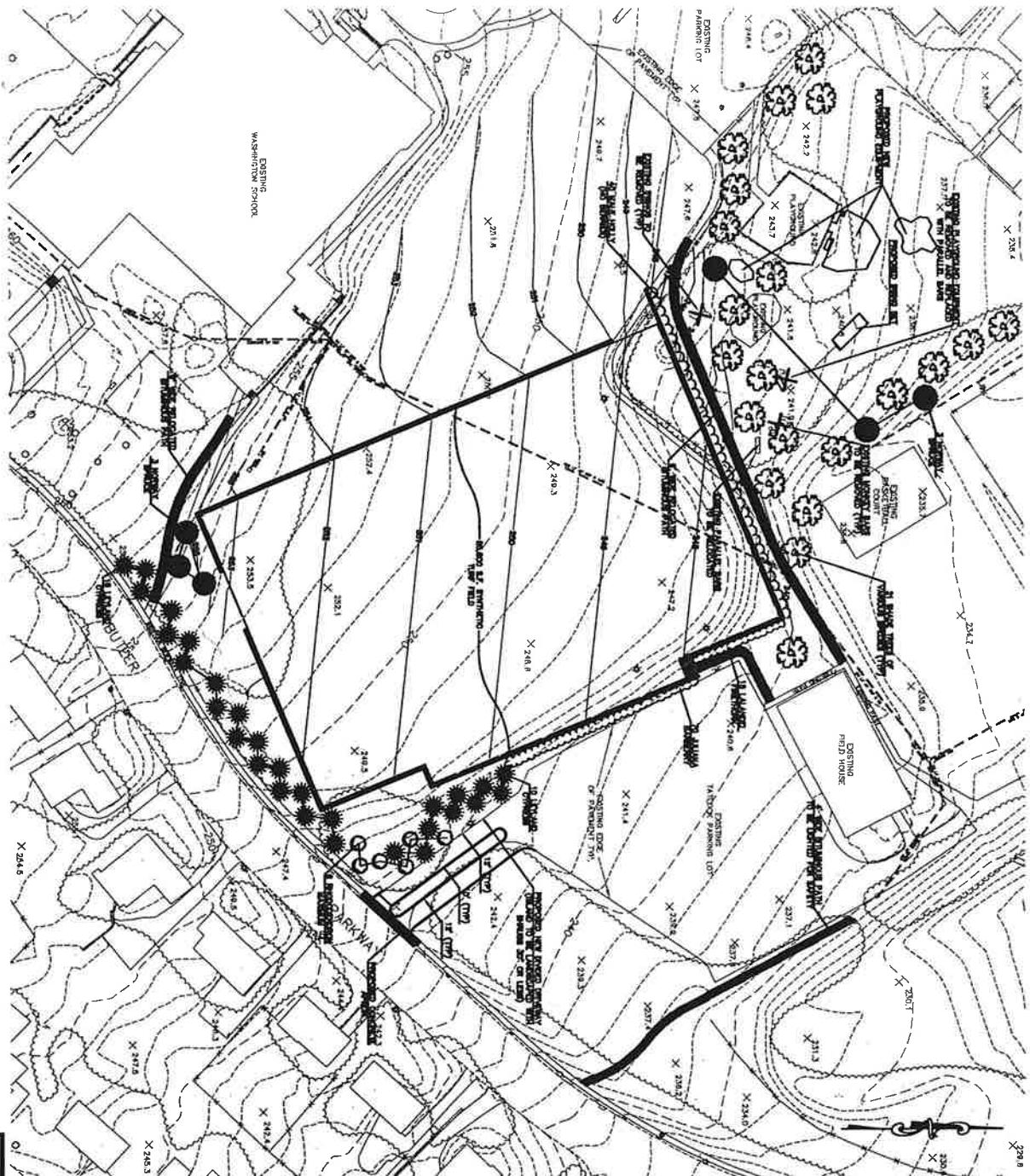
Sworn to and subscribed  
to before me, this day 27<sup>th</sup>  
day of May, 2007.

  
\_\_\_\_\_  
Notary Public of the State of New Jersey  
My Commission Expires:

ROSALIA MARIA LICATESE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/22/2009



MABER CONSULTING	
200 VALLEY ROAD, SUITE 300	
MOUNTAIN VIEW, CALIFORNIA	
408/265-1234	
FAX: 408/265-1235	



#### LEGEND



NORWAY SPRUCE



RHODODENDRON

SHADE TREES OF VARIOUS SPECIES

LEYLAND CYPRESS

NORWAY SPRUCE

RHODODENDRON

DB5665-0962

EXHIBIT B

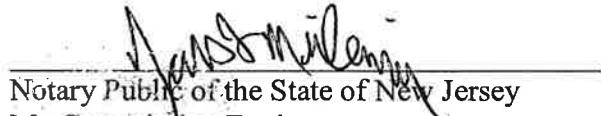
STATE OF NEW JERSEY :  
:SS.  
COUNTY OF UNION :  
:

BE IT REMEMBERED, that on May 24, 2007, before me, the subscriber, personally appeared Paul Griggs, who I am satisfied, is the Secretary of the City of Summit Board of Education, the body corporate named in the within instrument; that Eleanor Doyle is President of said body corporate; that the execution, as well as the making of this instrument, has been duly authorized by a proper Resolution of the City of Summit Board of Education; that deponent well knows the corporate seal of said body corporate, and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.



Paul Griggs, Secretary

Sworn to and subscribed  
to before me, this day 24<sup>th</sup>  
day of May, 2007.

  
Notary Public of the State of New Jersey  
My Commission Expires:

James L. Minkewicz  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11-24-2009

END OF DOCUMENT

	Inst.#
CUYLER BURK, ESQ. FOUR CENTURY DRIVE	186709
PARSIPPANY	NJ 07054-4663
Deed	Paid Recording Fee 110.00 RT Fee .00

# CUYLER BURK, P.C.

COUNSELLORS AT LAW

PARSIPPANY CORPORATE CENTER  
FOUR CENTURY DRIVE  
PARSIPPANY, NEW JERSEY 07054

973.734.3200

[HTTP://WWW.CUYLER.COM](http://www.cuyler.com)

*FACSIMILE*  
973.734.3201

*DIRECT DIAL*  
973.734.3271

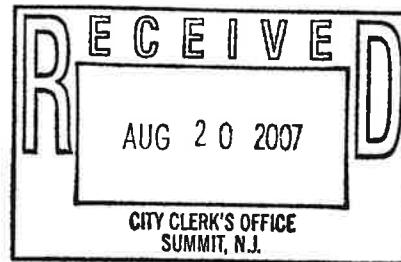
*NEW YORK OFFICE*  
445 PARK AVENUE, 9<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10022

*E-MAIL*  
[BOSMUN@CUYLER.COM](mailto:bosmun@cuylerv.com)

August 16, 2007

David Hughes, City Clerk  
City of Summit  
512 Springfield Avenue  
Summit, New Jersey 07901

**Re: Deed of Easements between  
Our File Number: 824-001**



Dear David:

Enclosed is original Deed of Easements between the City of Summit Board of Education and the City of Summit, dated June 19, 2007 which was recorded in the Office of the Union County Clerk in Deed Book 5665 at page 955 on August 9, 2007.

Very truly yours,

  
Barry A. Osmun

BAO:mt  
Enclosure  
cc: Paul Griggs, Esq.

**AUTHORIZE EXECUTION OF  
DEED OF EASEMENTS WITH  
BOARD OF EDUCATION FOR  
UPPER TATLOCK FIELD SITE WORK**

June 19, 2007

WHEREAS, the City of Summit desires to acquire an athletic field location easement and a temporary construction easement over portions of a certain property owned by the Board of Education, designated as Lot 2 in Block 401, upon which Washington Elementary School is situated, and

WHEREAS, the Board of Education is willing to grant such easements upon the terms and conditions set forth in the attached deed for the purpose of placement and construction of an athletic field – known as the Upper Tatlock Field Site Work project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF SUMMIT:

That the Mayor and City Clerk be and they are hereby authorized to execute a Deed of Easements in conjunction with the Upper Tatlock Field Site Work project.

Dated: June 19, 2007

I, David L. Hughes, City Clerk of the City of Summit, do hereby certify that the foregoing resolution was duly adopted by the Common Council of said City at a regular meeting held on Tuesday evening, June 19, 2007.



City Clerk



**Board of Education**

90 Maple Street  
Summit, New Jersey 07901-2545  
Tel: (908) 273-3025

**Paul E. Griggs, Esq., Board Secretary/School Business Administrator**

**Summit  
Public  
Schools**

**RECEIVED**

**JUN 16 2007**

**CITY CLERK'S OFFICE  
SUMMIT, N.J.**

**May 6, 2007**

David L. Hughes, Clerk  
City of Summit Board of Education  
City Hall  
512 Springfield Avenue  
Summit, New Jersey 07901

**Re: Deed of Easements**

**Dear Dave:**

Enclosed you will find the Deed of Easements. Upon execution by Mayor Glatt and yourself, please return a copy to me and forward the original onto Barry for recordation in the Union County Clerk's Office.

**Thank you.**

**Very truly yours,**



Paul E. Griggs

**enclosure**