


<b>Hudson County Recording Data Page</b> <b>Honorable Diane Coleman</b> <b>Hudson County Register</b> 	<b>Official Use Only</b> Hudson County Register 20200213010016230 Bk: 9472 Pg: 530 02/13/2020 03:48 PM DEED DIANE COLEMAN Hudson County, Register of Deeds Receipt No. 14358
<b>Official Use Only – Record &amp; Return</b>	<b>Official Use Only – Realty Transfer Fee</b>
<b>Date of Document:</b> February 7, 2020	<b>Type of Document:</b> Amendment to Agreement for Easement
<b>First Party Name:</b> Jersey City Public Schools	<b>Second Party Name:</b> Michael Case and Claudia Case
<b>Additional Parties:</b>	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
<b>Block:</b> 13905	<b>Lot:</b> 12
<b>Municipality:</b> Jersey City	
<b>Consideration:</b> 0.00	
<b>Mailing Address of Grantee:</b> 87 Bright Street, Jersey City, NJ 07302	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
<b>Original Book:</b> 8937	<b>Original Page:</b> 291

<b>HUDSON COUNTY RECORDING DATA PAGE</b> Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.
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## JERSEY CITY PUBLIC SCHOOLS

### AMENDMENT TO AGREEMENT FOR EASEMENT FOR EMERGENCY EGRESS

THIS AGREEMENT is made on this 7<sup>th</sup> day of Feb., 2024 between the Jersey City Public Schools (the "Grantor") and Michael and Claudia Case with an address of 87 Bright Street, Jersey City, NJ 07302 (the "Grantee.") Collectively the "Parties" and individually a "Party."

WHEREAS, Grantor is the owner of that certain real property referenced on the tax map of the City of Jersey City, County of Hudson, State of New Jersey as Block: 13905 Lot: 6; Commonly known as 107-111 Bright Street, Jersey City, NJ 07302; and

WHEREAS, Grantee Owns and has title to that certain real property referenced on the tax map of the City of Jersey City, County of Hudson, State of New Jersey as Block: 13905 Lot: 12; Commonly known as 87 Bright Street, Jersey City, NJ 07302; and

WHEREAS, said properties are adjacent to each other so that the northerly line of said lot 6 meets the southerly line of lot 12;

WHEREAS the Grantee is desirous to enter and access the Grantor's property for emergency egress from the property located at 87 Bright Street, Lot 12, Block 13905 onto portions of block 13905 lot 6; and

WHEREAS the Grantor entered into an Agreement for Easement for Emergency Egress on September 25, 2013 (Hereinafter referred to as the "2013 Agreement" and attached hereto as Exhibit "A"); and

WHEREAS, The Grantor and Grantee desire to extend the easement created in the 2013 Agreement to include the property located at 87 Bright Street as detailed in the survey attached hereto as Exhibit "B"

NOW THEREFORE, for the mutual promises exchanged herein and for other good and valuable consideration agree as follows:

1. *Emergency Egress Easement.* Grantor hereby grants to Grantee, its authorized representatives to enter upon the Site in an area identified on Schedules "A" and "B" attached, solely for the purpose of emergency egress from the rear of lot 6 block 13905, 87 Bright Street, Jersey City, New Jersey. Any other use of the easement by Grantee or its authorized representatives shall be deemed trespassing.
2. *Duration of Easement.* The Easement granted in this Agreement shall continue until expressly terminated by written agreement between the Parties, their successors, or their assigns.
3. *Modifications and Alterations.* Grantor hereby grants to Grantee, and its authorized representatives only, permission to enter upon the Site solely for the purpose of making improvements and modifications required to create the right of way for the easement as set forth on the attached Schedule "B" ("Required Activities").  
This Emergency Egress and Access Easement only covers the location designated in Schedule "A" and Schedule "B" for the purpose of the Required Activities. It does not

include any other activities not directly connected to or necessary for completing the Required Activities. If necessary, Grantee shall request specific permission from Grantor for any operations at the Site outside of the scope of this agreement or the Required Activities. Performance of the Required Activities shall be done at Grantee's sole cost and expense in accordance with all applicable State and Federal Statutes and Regulations, including possessing the appropriate licenses and securing any approvals that may be necessary, and the grantee shall restore the site to its previous condition which may include and require the planting of grass and/or shrubs as the case may be. All restoration costs shall be the responsibility of the Grantee, including the removal of equipment and debris and shall be completed within a reasonable time frame, but in no case more than 11 months from commencement of installation and such date to be furnished to Grantor upon request.

The work authorized by Grantor under this Agreement is limited to the Required Activities and is conditioned upon adherence by Grantee, agents, employees and professionals, to all conditions herein. In the event the Grantee, its agents, employees, or professionals fail to comply with the terms and conditions contained in this agreement, Grantor may service upon grantee written notice to cure such condition within five (5) days of the date of the notice. In the event that such conditions are not cured within such five (5) days of the date of the notice. In the event that such conditions are not cured within such five (5) day period, or if such condition can not be cured within such time frame, and Grantor, in the its sole discretion determines that the Grantee is failing to take good faith and continuous efforts to ensure such condition, Grantor may serve a Notice of Termination of this Agreement resulting in immediate termination of access to the Site. Grantee shall be responsible for any and all costs incurred by the Grantor in curing such condition and shall reimburse Grantor for all such costs within twenty (20) days of Grantor's demand. Grantor shall not be liable for any damage incurred by reason of the termination of this easement in accordance with the provisions of this paragraph as a result of the failure of Grantee to comply with the terms of this Agreement. Grantee bears all risks with regard to this paragraph "3" and Grantor shall not be liable, upon termination, for costs or expenses incurred by Grantee with regard to the modifications or alterations.

4. *Maintenance.* It shall be Grantee's obligation to maintain, at its sole cost and expense, the area set forth in Schedule "A" and Schedule "B".
5. *No Representations, Warranties or Assumption of Liability:* It is expressly understood and agreed that any review of Grantee's plans or specifications, comments thereon, or monitoring of Grantee's and/or its consultant's work shall not constitute or be construed as a representation or warranty on the part of Grantor as to the adequacy or propriety of such plans of specification or the methods of work, nor shall Grantor be deemed to have assumed any liability to, by reason of approval or monitoring or presence of or the directions of representatives of Grantor.
6. *Scheduling and Coordination of Work:* Scheduling of all work shall be coordinated with the Grantor's engineer at the Site, or such other representatives as Grantor may designate from time to time. Grantee shall provide written notice to such representative not less

- than 72 hours prior to any entry on the Site and shall comply with Grantor's reasonable directions with respect to the time and manner of any work permitted hereunder.
7. *Work to be Permitted:* Grantee shall be responsible for locating any underground facilities and utilities at the Site prior to the commencement of any of the Required Activities. Grantor shall use reasonable efforts, upon written request of Grantee, to supply Grantee with any records that it may have with respect to the location of such facilities. Grantee shall not disturb or interfere with the business or school or related operations of grantor or any permitted occupant on of the Site. Grantee shall be at all times mindful of the safety and security of the occupants of the school, staff and children alike and shall take all necessary and reasonable steps to fully secure the work area so that access cannot be gained. In the event of interference or disturbance, Grantor shall have the right to suspend work until such as the work can resume without interference with such operations.
  8. *Repair to Damaged Property:* Any damage to the Site, including, but not limited to damage to any improvement or personal property, resulting from or arising out of Grantee's Required Activities or entry hereunder will be repaired or replaced by Grantee at its sole cost and expense. If Grantee shall fail to make such repairs within a reasonable time, then after written notice to Grantee, Grantor shall have the right to make such repairs as may be required and Grantee hereby agrees to reimburse Grantor for its costs and expenses in connection with such work and the collection of reimbursement therefore.
  9. *Precautionary Measures and Safety:* (a) Grantee agrees that as a condition of any contract for the work, it shall require that all contractors take such precautionary environmental, health and safety measures necessary or required in connection with the performance of such work, including, but not limited to the use of protective clothing and adequate barriers around any work area and equipment by on-site workers on the Site. All contractors shall be licensed, where licensure is required. (b) Grantee shall immediately give Grantor written notice of any emission, spill, release or discharge of any toxic or hazardous substance or waste, as defined by applicable federal, state or local law, code, ordinance, rule or regulation (herein defined as "Hazardous Substance") of which it becomes aware as a result of its work at the site.
  10. *Monitoring and Security of Easement:* Grantee acknowledges that the modifications and alterations to the Site in order to create a usable easement, and as more fully set forth in Schedules "A" and "B", including the installation of a gate with access to the street, could create an attractive nuisance for minors and/or persons other than Grantee or its authorized representatives. In this regard, Grantee agrees to monitor and protect the site from trespassers if trespassers could not have accessed the Site or easement but for the modifications created by the Grantee.
  11. *Assumption of Risk; Indemnification; Defense against Claims:* Grantee agrees to assume any and all risk of loss of damage, of any kind whatsoever to property or injury to or death (including wrongful death) of persons arising out of Grantee or its representatives, or other third parties' (as referenced and limited to Paragraph 10 above), entry upon and use of the Site. Grantee shall indemnify, defend, and hold harmless Grantor and each and

every one of its officers, agents, professionals, servants and employees, its successors and assigns, from and against any and all claims, demands, liens, suits and actions, and liabilities, losses, damages, and/or judgements which may arise out of Grantee or its representatives, or third parties' (as referenced and limited to (Paragraph 10 above), 's entry upon and use of the Site for the purposes described herein, as well as against any fees, costs, charges or expenses which Grantor, its officers, agents, servants, and employees, its successors and assigns incur in the defense of any such claims, demands, suits, actions or similar such demands made or filed by any party (hereinafter "claim") arising out of Grantee or its representatives, or third parties' (as referenced and limited to Paragraph 10 above), entry upon and use of the Site for the purpose described herein, including any fees, costs, charges, or expenses associated with enforcing the provisions of this Agreement, rising out of, relating to or resulting from:

- a. Grantee's breach of its obligations under this agreement.
- b. Any act or omission of Grantee or its representatives, or third parties' (as referenced and limited to Paragraph 10 above), or any injury or damage to persons or property (whether to the Site or other real or tangible property of Grantor and/or any third party) arising from, out of or incident to Grantee's exercise of its rights and/or performance of its obligations hereunder;
- c. The negligence, gross negligence, and/or willful misconduct of Grantee or any of its agents, servants and/or employees, in any way related to the subject matter of this Agreement;
- d. Any injury or damage relating to any emission, spill, release or discharge of any hazardous substance by Grantee or its agents, contractors and/or employees; or
- e. Any violation of law caused by Grantee

12. *Insurance Requirement:* During the term of this Agreement, Grantee shall take out and maintain or cause its contractor or contractors to take out and maintain in its own name an at its own cost and expense, comprehensive general liability insurance, including, but not limited to, Premises-Operations, Products Liability/Completed Operations and Independent Contractor coverage's in limits of not less than one million dollars (\$1,000,000) single limit per occurrence for bodily injury liability and property damage liability, automobile liability insurance and in the amount of not less than two million dollars (\$2,000,000) in the aggregate. The policies shall include contractual liability endorsement covering the risks and indemnities Grantee has assumed under the terms and conditions of this Agreement. Moreover, such liability insurance shall not contain an exclusion from liability for explosion, collapse, underground property damage hazard and shall not contain any provisions or exclusions from liability not forming part of the standard and endorsed liability insurance policy.

Grantee or any contractor employed by Grantee performing work on Site shall take out and secure in its own name and at its own cost and expense, workers' compensation insurance and employer's liability insurance in accordance with the requirements under law.

Prior to the commencement of the work, Grantee shall deliver or cause its contractor to deliver to Grantor a certificate from an insurer authorized to do business and who is in

good standing in the State of New Jersey, evidencing policies of the above insurance coverage, and an endorsement to the applicable policies naming Grantor as an additional insured. Such certificate shall provide that the carrier will give thirty (30) days' prior written notice of any modification, non-renewal or cancellation. Such insurance shall be maintained throughout the term of this Agreement.

13. *No other interests created:* Nothing herein contained shall be understood or construed to create or grant any third party beneficiary rights or property interests unless the person creating such rights is identified herein and the rights claimed are expressly set forth herein.
14. *Access Restricted to Use of Site:* This Agreement is not intended to grant permission to enter upon, use or occupy property other than that specifically identified herein, nor is it intended to create a right of access for the public or any third party or relieve Grantee or its contractors of any laws, ordinances, rules or regulations or their responsibility to procure and maintain in effect all the requisite permissions, consents and approvals.
15. *Notices.* Except as otherwise specifically provided herein, all notices required hereunder to be given to either party shall be sent by certified mail, return receipt requested, or overnight express mail, to the addresses set forth and shall be deemed effective on the date of receipt or rejection as evidenced by the return receipt or bill of lading, as applicable.
16. *Entire Agreement:* The entire agreement between Grantor and Grantee is contained herein and no modification hereof shall be effective unless in writing, signed by the party to the charged therewith.
17. *Waiver:* The failure of any party to insist upon strict performance of any provisions of the Agreement shall not be deemed a waiver of its right thereafter to insist upon the strict performance of that or any other provisions of this Agreement.
18. *Governing Law:* This Agreement shall be deemed entered into in the State of New Jersey and all the rights of the parties hereunder shall be construed and governed by the Laws of the state of New Jersey or such federal laws as are applied to New Jersey residents for contracts entered into and to be wholly performed in the State. Any dispute shall be resolved in the New Jersey State courts and Federal courts located in the State of New Jersey.
19. *Nonwaiver:* Execution of this Agreement is for the limited purpose of providing Grantee with access to the Site to complete the Required Activities. Unless otherwise provided, nothing in this Agreement shall be construed as constituting a release, waiver or relinquishment of any claims that either party may, or may not, have against the other relating to the clean up of environmental contamination, or any other matter in any condemnation or other proceedings relating to the clean up of environmental contamination.
20. *Enforcement.* If the Grantor shall be required to bring any legal proceedings to enforce the terms of this Agreement and the Grantor is the prevailing party, then the Grantor shall be entitled to an award for all filing fees, court costs and reasonable attorney's fees in connection with such proceedings.

21. *Headings*. The paragraph headings in the Agreement are used only as a matter of convenience or reference and are not to be given any effect in construing this Agreement.
22. *Compliance with all Laws*: Grantee agrees that in connection with the exercise of the rights herein granted and the Required Activities described herein, Grantee and its agents or contractors will fully and completely comply with all applicable laws, rules, and regulations of any governmental agency.
23. *Workmanlike Manner*: Grantee and its contractors and agents shall conduct all work activities on the Site in a workmanlike manner and in accordance with prevailing industry practices, standards and procedures. This shall constitute the standard of care to be employed at the Site.
  - a. *Further assurances*: Grantee will provide access to Grantor's property for repair -- for example, to include but not limited to retainer wall. Should the wall need to be repaired or replaced for any reason, and the Grantor in its sole and reasonable discretion, deems it necessary for removal of the walkway created by the Grantee in order to accomplish this, the Grantee, will remove and replace the walkway at its own expense and within the time frame requested by the Grantor. Failure to cure will result in this Agreement becoming null and void and the Grantor will be able to remove the walkway.
  - b. Grantee shall have access to the property subject to the easement. In the event Grantee fails to comply and fails to comply during cure period, the easement will be determined null and void and Grantor shall remove
  - c. Grantor will not impede Grantee's access to the easement for the duration of the easement.
  - d. The Grantee will maintain and upkeep the area subject to the easement, for example, it will ensure that proper drainage is in place so as to minimize the risk of damage.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year  
first above written.

ATTEST:

JERSEY CITY PUBLIC SCHOOLS

Witness

By: Lorenzo Richardson  
as, Authorized Agent of Jersey City  
Public Schools

Witness

By:

STATE OF NEW JERSEY, HUDSON COUNTY:

I certify that on February 7, 2020 Lorenzo Richardson personally  
came before me and acknowledged under oath that they:

- (a) Were the makers of this instrument;
- (b) Were authorized to and did execute this Instrument as authorized agent of the Jersey  
City board of Education, the entity name in this Instrument; and
- (c) Executed this instruction as the act of the entity named in this Instrument

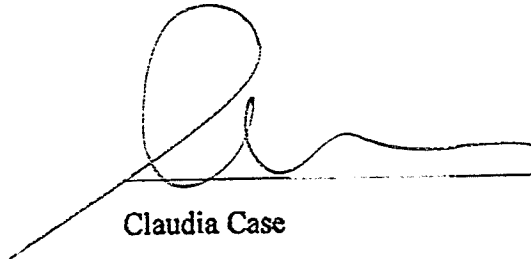
Notary Public

Nicholas J. Gross  
Hudson County  
State of New Jersey





Michael Case

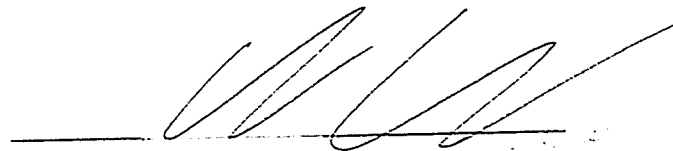


Claudia Case

**STATE OF NEW JERSEY, HUDSON COUNTY:**

I certify that on January 31, <sup>2020</sup>~~2019~~ Michael and Claudia Case personally came before me and acknowledged under oath that they:

- (a) Were the makers of this instrument; and
- (b) Executed this Instrument individually as the owners of 87 Bright Street, Jersey City, NJ;



Notary Public

**ALEXANDER J CHERAMI**  
ID # 2397603  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires June 25, 2020

**Agenda Item Details**

Meeting	Jun 14, 2018 - Regular Meeting, 6 p.m.
Category	12. Legal
Subject	12.13 Approval and Authorization of the Granting of an Easement at the Rear of the Property Located at 87 Bright Street
Access	Public
Type	Action (Consent)

**Public Content**

WHEREAS, the owner of property located at 87 Bright Street, also described as Block 13905, Lot 12, has requested of the Board an easement at the rear of this property, for a second means of egress due to an addition being built by the owners; and,

WHEREAS, the Board and Public School 3 would continue to have full access to the property and the easement granted would not affect the day to day operations of the school, but rather allow for a recorded means of egress for the property owner of 87 Bright Street; now therefore

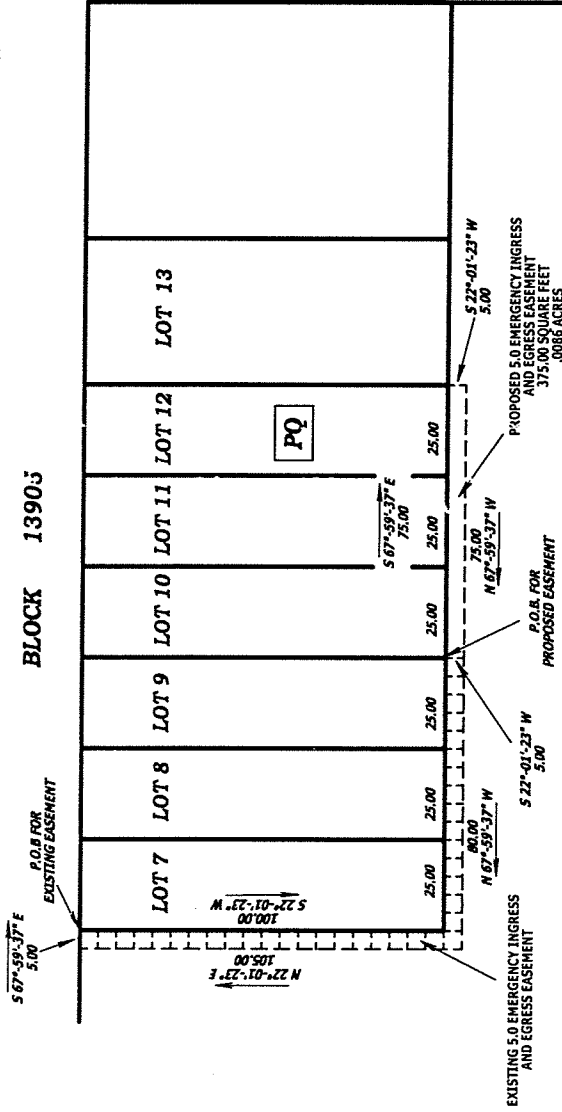
BE IT RESOLVED, that that Jersey City Board of Education hereby approves and authorizes the granting of an easement on the portion of its property that runs adjacent to the rear of Block 13905, Lot 12, and authorizes the recording of said easement with the Clerk's office of Hudson County.

Originator: Hope R. Blackburn, General Counsel

**Executive Content**

# BRIGHT STREET -80'-

BLOCK 13905



JERSEY AVENUE -80'-

- PROPOSED EASEMENT DRAWING -		-NOTES-	
BLOCK: 13905	LOTS: 7 THRU 13	CLIENT FILE #:	M.A.G. FILE #:
MICHAEL D. CASE AND CLAUDIA A. CASE	CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY	FILE MAP REFERENCE:	
SCALE: 1"=20'	DATE: 2/9/18	DEED REFERENCE:	BOOK: 9019 PAGE: 547
-CERTIFIED TO-		MARTIN A. GRANT SURVEYING, INC.	
MICHAEL D. CASE AND CLAUDIA A. CASE		-Professional Land Surveyors-	
		3 JILLIAN COURT - MONROE TOWNSHIP, NJ 08831	
		PHONE: (732) 387-2007	
		FAX: (732) 387-2009	
		MARTIN A. GRANT, P.L.S.	
		N.J. LICENSE NO. CS 35365 - CERTIFICATE OF AUTHORIZATION NO. 24CA28094900	

"THIS SURVEY IS VALID ONLY IF PRINTED WITH ORIGINAL INKED SEAL OF THE UNDERSIGNED PROFESSIONAL SURVEYOR. ANY OTHER MARKS OR ALTERATIONS TO THE SEAL OR THIS SURVEY SHALL BE VOID. THIS SURVEY IS NOT TO BE USED AS A BASIS FOR CONSTRUCTION OF EASEMENTS OR OTHER PERMANENT STRUCTURES. ANY OTHER MARKS OR ALTERATIONS TO THE SEAL OR THIS SURVEY SHALL BE VOID. THIS SURVEY IS NOT TO BE USED AS A BASIS FOR CONSTRUCTION OF EASEMENTS OR OTHER PERMANENT STRUCTURES. ANY OTHER MARKS OR ALTERATIONS TO THE SEAL OR THIS SURVEY SHALL BE VOID. THIS SURVEY IS NOT TO BE USED AS A BASIS FOR CONSTRUCTION OF EASEMENTS OR OTHER PERMANENT STRUCTURES. ANY OTHER MARKS OR ALTERATIONS TO THE SEAL OR THIS SURVEY SHALL BE VOID."

# MARTIN A. GRANT SURVEYING INC.

Professional Land Surveyors  
3 Jillian Court  
Monroe Township, NJ 08831  
Tel: (732) 387-2007 Fax: (732) 387-2009  
Email: MAGSURVEYING@gmail.com


## METES AND BOUNDS DESCRIPTION

87 Bright Street, City of Jersey City  
Hudson County, New Jersey  
Block 13905 Lot 12

Proposed 5.0 foot Wide Emergency  
Ingress and Egress Easement  
375.00 square feet  
0.0086 acres

BEGINNING at a point in the common southerly line of Block 13905 Lots 9 & 10 and running; thence

1. South 67 degrees 59 minutes 37 seconds East a distance of 75.00 feet to a point; thence
2. South 22 degrees 01 minute 23 seconds West a distance of 5.00 feet to a point; thence
3. North 67 degrees 59 minutes 37 seconds West a distance of 75.00 feet to a point; thence
4. North 22 degrees 01 minute 23 seconds East a distance of 5.00 feet to the point and place of BEGINNING.



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Martin A. Grant, PLS

MAG/jmg