

ACREEMENT

THIS AGREEMENT made this 12 day of June 1967, by the City of Newark, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City", the Housing Authority of the City of Newark, hereinafter referred to as the "Housing Authority", and the Director, Division of Purchase and Property, Department of Treasury, State of New Jersey, for and on behalf of the NEW JERSEY COLLEGE OF MEDICINE AND DENTISTRY, a body corporate and politic, in the Department of Education, State of New Jersey, hereinafter referred to as the "College";

WITNESSETH:

WHEREAS, the City desires to have located within its limits the permanent facilities of the College, and further desires to do all things permitted by law to achieve that end; and

WHEREAS, the College desires to locate its permanent facilities within the limits of the City for the purpose of educating students in the health professions, rendering medical, dental and related services to the general public, encouraging and conducting medical research, and improving health services available to residents of the State of New Jersey; and

WHEREAS, the College desires to locate its permanent facilities within the limits of the City in reliance upon assurances given to the College by the City that no more than 150 acres of real property as described herein can and will be delivered to the College by the City, and whereas, the City is desirous of delivering said lands to the College; and

WHEREAS, the College pursuant to the provisions of chapter 231 of the Laws of 1964, is empowered to enter into agreements with political subdivisions of the State of New Jersey to carry out the purposes for which the College was created; and

WHEREAS, chapter 18 of the Laws of 1967 recognizes and affirms the binding nature of any agreement that may be entered into by the College and the City pursuant to chapter 231 of the Laws of 1964;

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

1. The Housing Authority and the College agree that the Authority will convey to the College on January 1, 1967, or at such time thereafter as the College states that it requires same for construction, title free and clear of all encumbrances to the real property hereinafter described in Schedule A attached to this Agreement and made a part hereof.

2. The City and the College agree that the City will acquire and convey to the College on or before March 1, 1968, or at such time thereafter as the College states that it requires same for construction, title free and clear of all encumbrances to the real property hereinafter described in Schedule B attached to this Agreement and made a part hereof.

The Housing Authority and the College agree that the Authority will convey to the College, on or before March 1, 1968, or at such time thereafter as the College states that it requires same for construction, title free and clear of all encumbrances to the real property hereinafter described in Schedule C attached to this Agreement and made a part hereof.

3. Subsequent to March 1, 1968, the City and the College agree that, in addition to the real property described in Schedules A, B and C, the City agrees to acquire, and to convey to the College within 18 months of the receipt by the City of notice from the College that the College requires same for construction, title free and clear of all encumbrances to the real property, or any part thereof, more fully described in Schedule D attached to this Agreement and made a part hereof.

Subsequent to March 1, 1968, the Housing Authority and the College agree that in addition to the real property described in Schedules A, B, C and D, the Authority will convey to the College within eighteen months of the receipt by the Authority of notice from the College that the College requires same for construction, title free and clear of all encumbrances to the real property, or any part thereof, more fully described as Schedule E attached to this Agreement and made a part hereof.

4. The City, the Housing Authority and the College agree that, prior to the date for the closing of title to any real property described in Schedules A, B, C, D and E, the City shall level and clear to grade level any real property, or part thereof, the title to which may be conveyed by the Housing Authority and/or the City to the College pursuant to this Agreement.

The City shall not be required to remove any underground foundations, streets or sidewalks, but shall clear same of all debris and shall fill all such underground foundations to grade level with either brick, stone rubble or earth.

It is further agreed that all water and sewer utilities, fire alarm systems, signal systems, on any real property to be delivered by the City and/or the Housing Authority to the College pursuant to this Agreement shall be deactivated and rerouted to provide that:

(a) None of the above-ground utilities shall remain on any real property to be conveyed by the City and/or the Housing Authority to the College pursuant to this Agreement.

(b) All above-ground poles and structures that pertain to fire alarm systems, signal systems, sewer or water systems shall be removed and relocated prior to January 1, 1971. This shall not include any above-ground poles or structures in connection with fire alarm systems, signal systems, sewer or water systems on Jones Street, Norfolk Street, South Orange Avenue, and Littleton Avenue, or on any streets which border any real property to be hereinafter conveyed pursuant to this Agreement.

(c) All underground utilities and structures on any real property to be conveyed by the City and/or the Housing Authority to the College pursuant to this Agreement shall be deactivated and rerouted by the City so as to permit the College to remove same without disruption of community service. This shall not apply to the 60 inch Wallace Street water main and easement which shall be retained in its present location. All removal of underground utilities shall be at the expense of the College.

In the event of such removal, the College shall return to the City any useable pipes, hydrants, valves or similar material or installations.

5. It is further agreed between the parties that the City shall provide all engineering and construction necessary to bring to the curb lines of South Orange Avenue, Jones Street, Norfolk Street, Littleton Avenue, 14th Avenue, 12th Avenue, Bergen Street or to the curb lines of the streets identified in Schedules A, B, C, D, and E hereof, water and sewer utilities. The City and the College agree that the College shall be responsible for providing and servicing of feeders for utilities to all College buildings, hydrant systems, telephone conduits, manholes, water service and signal service on all real property conveyed to the College by the City, and/or the Housing Authority, pursuant to this Agreement.

6. The City and the College agree that the College shall pay to the City the sum of \$17,424 for each acre of real property, described in Schedules A, B, C, D, and E of this Agreement, and conveyed by the City and/or the Housing Authority to the College pursuant to paragraphs 1, 2 and 3 of this Agreement.

All monies required to be paid to the City by the College pursuant to this Agreement shall be paid by the College to the City upon delivery to the College of title free and clear of all encumbrances when the real property, or part thereof, conveyed pursuant to this Agreement has been leveled and cleared as provided in paragraph 4 of this Agreement. In the event that, as of the date for the closing of title to any real property conveyed pursuant to this Agreement, there are any encumbrances outstanding or leveling and clearing activities not completed, the College shall be allowed to take such steps as it deems necessary to clear any such encumbrances or to complete to its satisfaction any uncompleted clearing or leveling activities and shall withhold sufficient monies from any amounts to be paid to the City to complete same or the College shall credit against the sums to be paid to the City or shall deposit in escrow with a title company licensed

to do business in the State of New Jersey sufficient monies to clear the title to any real property, or part thereof, conveyed pursuant to this Agreement of any such outstanding encumbrances or to complete any such leveling and clearing activities as aforesaid. The provision for the deposit of escrow monies shall be applicable only if this contract is not declared to be breached by the College.

7. The City and the College agree that the City will close and vacate any streets laid out on real property, or any part thereof, to be conveyed by the City and/or the Housing Authority to the College pursuant to this Agreement or dedicate any new streets or street patterns required by the College. The College, subject to its approval in writing, agrees to donate to the City such portions of any real property, or part thereof, conveyed pursuant to this Agreement, as are necessary for the use of the City in laying out any such new streets or street patterns.

The City and the College agree that the City shall classify the following streets as public thoroughfares and will retain, widen and maintain same in accord with the requirements of the College:

Littleton Avenue	West Market Street
Norfolk Street	Jones Street
Twelfth Avenue	Bergen Street
Cabinet Street	(East of Fairmount Avenue)
Fourteenth Avenue	Fifteenth Avenue

Any property necessary for widening shall be donated by the College to the City. In no event shall the City be required to widen any streets to more than 100 feet in width.

The City further agrees to cooperate and consult with the College in the laying out of streets, street patterns and traffic patterns in or on any real property, or any part thereof, conveyed to the College by the City and/or the Housing Authority pursuant to this Agreement.

All streets designated in this Agreement as public thoroughfares shall be maintained by the City and shall be illuminated with good lighting. The City further agrees to make provisions for crosswalk markings, signal systems and to promulgate parking regulations for all public thoroughfares as designated in this Agreement, in cooperation with the College.

The City further agrees to provide for the planting and maintenance of shade trees along streets designated as public thoroughfares and adjacent to any real property conveyed by the City and/or the Housing Authority to the College pursuant to this Agreement. The City further agrees to permit the College to construct any necessary tunnels or bridges over streets designated in this Agreement as public thoroughfares for the purposes of providing an orderly flow of intra-site pedestrian and service traffic. It is specifically understood that the construction of any tunnels or bridges over streets designated in this Agreement must be authorized by ordinance.

8. The City and the College agree and understand that any and all of the zoning or other land use ordinances of the City of Newark shall not be applicable, except as herein provided, to the College, the College being an instrumentality of the State of New Jersey exercising public and essential governmental functions.

9. The City and the College agree to cooperate in meeting the requirements of the College in order that:

1. Traffic control will be regulated in areas contiguous to real property conveyed to the College by the City and/or the Housing Authority to provide satisfactory egress and ingress to all College facilities.
2. Fire fighting and police protection will be afforded to all facilities and personnel located on any real property conveyed by the

City and/or the Housing Authority to the College pursuant to this Agreement.

10. The City and the College agree that the parties will maintain a harmonious liason during all planning, construction and operating stages of the erection of facilities for the College on real property conveyed pursuant to this Agreement in order to:

1. Resolve the area of responsibilities set forth in this and any future agreements.

2. Assist in the adoptions of ordinances and regulations to permit the orderly development of College facilities.

3. Expedite and resolve problems affecting the development and operation of the College within the City.

11. The City agrees to indemnify the College for any monetary losses that may be incurred by the College on account of the failure of the City and/or the Housing Authority to convey to the College any real property, or part thereof, described in Schedules A, B, C, D and E and pursuant to paragraph 1, paragraph 2 and paragraph 3 respectively, of this Agreement..

12. The City and the College agree that any notices, demand, schedules or communications permitted or required to be made hereunder shall be in writing and shall be sent to the addressee by certified mail, return receipt requested. Any notice, demand, schedule or communication, if intended for the College, shall be addressed to the College at 24 Baldwin Avenue, Jersey City, New Jersey, and to the Division of Purchase and Property, Department of the Treasury, State of New Jersey, State House, Trenton, New Jersey, or to such other officials at such other addresses as may be stated by the College in a written request to the City. Any notice, demand, schedule or communication, if intended for the City,



shall be addressed to Business Administrator and City Clerk, City Hall, Broad Street, Newark, New Jersey, or to such other officials at such other addresses as may be stated in a written request to the College. Any notice, demand, schedule or communication, if intended for the Housing Authority shall be addressed to the Executive Director, 57 Sussex Avenue, Newark, New Jersey, or to such other officials at such other addresses as may be stated in a written request to the College.

13. The City and the College agree that this Agreement may be modified or amended from time to time by mutual agreement, in writing, by the parties hereto.


14. The parties agree that this Agreement shall be binding upon the successors in interest to the parties hereto.

IN WITNESS WHEREOF, the parties hereto, duly authorized,  
have executed this Agreement under seal the day and year first above  
written.

WITNESS:

  
\_\_\_\_\_  
City Clerk

THE CITY OF NEWARK

By   
\_\_\_\_\_  
Hugh J. Addonizio, Mayor

NEW JERSEY COLLEGE OF MEDICINE  
AND DENTISTRY

  
\_\_\_\_\_  
Sam S. Barklis, Secretary


By   
\_\_\_\_\_  
George F. Seft, Chairman  
Board of Trustees

HOUSING AUTHORITY OF THE  
CITY OF NEWARK

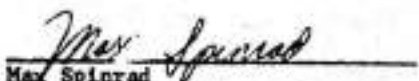
  
\_\_\_\_\_  
Louis Danzig  
Executive Director


By   
\_\_\_\_\_  
Rev. Thomas J. Finnegan, Chairman

STATE OF NEW JERSEY

By   
\_\_\_\_\_  
Charles F. Sullivan, Director  
Division of Purchase and Property  
State of New Jersey

Approved as to form

  
\_\_\_\_\_  
Max Spinrad  
Deputy Attorney General  
of the State of New Jersey

  
\_\_\_\_\_  
Norman N. Schiff  
Corporation Counsel  
The City of Newark

SCHEDULE A

Approximately 10.3 acres of real property as shown on the map attached hereto and made a part of Schedule A and a part of this Agreement, which real property is bounded on the north by West Market Street, on the south by Eleventh Avenue and Cabinet Street, on the west by Littleton Avenue and Fairmount Avenue and on the east by Bergen Street and designated as Parcel #1.

SCHEDULE B

(a) Approximately 46.4 acres of real property as shown on the map attached hereto and made a part of Schedule B and a part of this Agreement, which real property is bounded on the north by Twelfth Avenue and West Market Street, on the south by South Orange Avenue, on the west by Bergen Street and on the east by Norfolk Street and designated as Parcel #2.

SCHEDULE C

Approximately 9.6 acres of real property as shown on the map attached hereto and made a part of Schedule C and a part of this Agreement, which real property is bounded on the north by West Market Street, on the south by Twelfth Avenue, on the east by West Market Street and on the west by Morris Avenue, excepting blocks now occupied by St. Vincent's Church and Bruce Street School, which blocks are to be conveyed at a later date, designated as Parcel #3.

SCHEDULE D

(a) Approximately 24.7 acres of real property as shown on the map attached hereto and made a part of Schedule D and a part of this Agreement which real property is bounded on the north by Twelfth Avenue, on the south by South Orange Avenue, on the west by Littleton Avenue and on the east by Bergen Street and designated as Parcel #4.

(b) Approximately 21.1 acres of real property as shown on the map attached hereto and made a part of Schedule D and a part of this Agreement which real property is bounded on the north by South Orange Avenue, on the south by Fourteenth Avenue, on the west by Bergen Street and on the east by Jones Street and designated as Parcel #5.

(c) Approximately 20.2 acres of real property as shown on the map of the City of Newark attached hereto and made a part of Schedule D and a part of this Agreement which real property is bounded on the north by Fourteenth Avenue, on the south by Fifteenth Avenue, on the west by Bergen Street and on the east by Jones Street and designated as Parcel # 6.

SCHEDULE E

(a) Approximately 4.9 acres of real property as shown on the map attached hereto and made a part of Schedule E and made a part of this Agreement, which real property is bounded on the north by Warren Street, on the south by West Market Street, on the west by West Market Street, and on the east by Norfolk Street, excluding real property belonging to Saint Joseph's Roman Catholic Church, designated as Parcel #7.

(b) Approximately 1.9 acres of real property as shown on the map attached hereto and made a part of Schedule E and a part of this Agreement, which real property is bounded on the north by Hartford Street, on the south by Warren Street, on the west by Hudson Street, and on the east by Norfolk Street, and designated as Parcel #8.