

## Bill of Sale

For One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY**, an instrumentality of the State of New Jersey with offices located at 502 Brewer Avenue, Oceanport, Monmouth County, New Jersey 07757 (the “**Transferor**” or “**FMERA**”),

**DOES HEREBY**, sell, assign, transfer and convey to **THE BOROUGH OF TINTON FALLS**, a municipal corporation of the State of New Jersey whose principal address is 556 Tinton Avenue, Tinton Falls, New Jersey 07724 (the “**Transferee**” or “**Tinton Falls**”), without recourse;

**DOES HEREBY** grant, bargain, sell, convey, transfer, assign and set over unto Transferee, its successors and assigns, all of the right, title and interest of Transferor in, to and under:

1. The variable size sewer main, manholes, laterals and cleanouts (the “**Facilities**”) within the Easement Areas as set forth in Exhibit A and Exhibit B, collectively known as the Woodlands Sewer Line; and
2. Any and all existing and currently effective manufacturer’s or other service warranties that are unexpired and transferable by their terms with respect to any and all of the Woodlands Sewer line, and
3. The conveyance of Facilities from FMERA to Tinton Falls hereunder shall be “AS IS-WHERE IS” with no warranties or representation whatsoever, either expressed or implied; and
4. **United States Covenant Pursuant to Sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B))**

Pursuant to sections 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9620(h)(3)(A)(ii) and (B)), the United States warrants that:

(1) all remedial action necessary to protect human health and the environment with respect to any hazardous substances identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this easement, and

(2) any additional remedial action found to be necessary after the date of the Deed from the United States to FMERA (i.e. May 29, 2014) and caused during ownership of said land by the United States shall be conducted by the United States.

**TO HAVE AND TO HOLD** the Facilities unto Transferee, its successors and assigns, to and for its own proper use, benefit, and behalf, forever.

This Bill of Sale is governed by the laws of the State of New Jersey without giving effect to principles of conflict of laws and the parties hereto agree that any and all claims for damages made or to be made against FMERA based in tort law, including, but not limited to, costs and expenses, shall be governed by and subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The parties hereto also agree that any and all claims for damages made or to be made against FMERA based in contract law, including, but not limited to, costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:1-1 et seq.

IN WITNESS WHEREOF, Seller has signed and delivered this Bill of Sale as of the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

TRANSFEROR:  
THE FORT MONMOUTH ECONOMIC  
REVITALIZATION AUTHORITY

By: \_\_\_\_\_  
Name: Kara Kopach  
Title: Executive Director

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2025.

The Borough of Tinton Falls

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

## Exhibit A

## **Exhibit B**