

Prepared By:
Meredith I. Friedman, Esq.

Record and Return to:
Fort Monmouth Economic Revitalization Authority
PO Box 267
Oceanport, New Jersey 07757

ASSIGNMENT OF SANITARY SEWER EASEMENT

THIS ASSIGNMENT OF EASEMENT RIGHTS (“Assignment”), made and entered into this ____ day of ____, 2025, **by and between the FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY (“FMERA”, or “Assignor”)**, an instrumentality of the State of New Jersey, having an address at 502 Brewer Avenue, Oceanport, New Jersey 07757; and **THE BOROUGH OF TINTON FALLS (“Assignee”)**, a municipal corporation of the State of New Jersey, whose principal address is 556 Tinton Avenue, Tinton Falls, New Jersey 07724.

Recitals

WHEREAS, Assignor, its successors and assigns received a Sanitary Sewer Easement, dated September 6, 2024 for the right to install and/or maintain a sanitary sewer line over, under and across the real property described in the Easement for Sanitary Sewer (the **“Easement Area”**). The Sanitary Sewer Easement is attached hereto as **Exhibit A** and incorporated herein by this reference.

WHEREAS, the Easement Area is within Assignee’s service area, and would facilitate the provision of its service to customers located within Assignee’s sanitary sewer service area.

WHEREAS, Assignor and Assignee have determined that it is in the best interests of the public for the Assignor to assign and transfer to Assignee, non-exclusive interest, rights and obligations in and under the Sanitary Sewer Easement for the purposes of operating the sanitary sewer utility facilities.

NOW THEREFORE, subject to the conditions set forth below, **FOR AND IN CONSIDERATION** of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration in hand paid by Assignee to the Assignee, for which receipt thereof is hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of Easement Rights. Assignor hereby assigns, quitclaims, transfers and conveys to Assignee, Assignor's non-exclusive right, title and interest in, to and under the Sanitary Sewer Easement, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary machines, vehicles and materials, at any and all times, for the purpose of maintaining, repairing, renewing or adding to the aforesaid sanitary sewerage pipe lines and appurtenances, and for doing anything necessary, useful or convenient, for the enjoyment of the easement herein granted. The Assignee, its successors and assigns, shall also have the reasonable right to enter in and upon the Easement Area described above with men and machines, vehicles and materials, at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sewer system lines and appurtenances, and for doing anything necessary, useful or convenient, for the enjoyment of the easement herein granted.

2. Hold Harmless and Indemnification. As a condition of Assignor entering into this Assignment of Easement Rights, Assignee agrees to defend, indemnify and hold harmless the Assignor, and all of its officials, employees, agents, contractors and consultants, from any and all claims, demands, suits, actions, damages, penalties, and liability of any kind, including injuries to persons or to property.

3. Applicable Laws and Regulations. The Assignee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

4. Environmental Protection Provisions. The Assignee acknowledges that the within Sanitary Sewer Easement is subject to the Environmental Protection Provisions set forth as originally found in the Quitclaim Deed dated May 29, 2014 from the United States of America and recorded it with the Monmouth County Clerk's Office on June 30, 2014 in Book 9070 at Pages 9803, et. seq. to FMERA.

5. Claims against FMERA. 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.

6. **Recordings/Successors in Interest.** This Assignment shall be recorded in the Monmouth County Clerk's Office. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment of Sanitary Sewer Easement as of the Effective Date. Assignor herein has hereunto set his hand and seal as his own act and executed this indenture on the day and year first written above.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this INDENTURE, all as of the day and year first above written.

<p>WITNESS:</p> <p>By: _____</p> <p>Print Name, Title</p>	<p>Assignor: FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY</p> <p>By _____</p> <p>Kara Kopach, Executive Director</p> <p>Date</p>
<p>WITNESS:</p> <p>By: _____</p> <p>Print Name, Title</p>	<p>Assignee: BOROUGH OF TINTON FALLS.</p> <p>By _____</p> <p>Name:</p> <p>Title</p> <p>Date</p>

Acknowledgment for Fort Monmouth Economic Revitalization Authority

STATE OF NEW JERSEY :

COUNTY OF MONMOUTH:

On this _____ day of _____, 2025, before me personally came to me known, Kara Kopach who, being by me duly sworn, did depose and say that he/she is the Executive Director of the Fort Monmouth Economic Revitalization Authority, the corporation described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

I CERTIFY that on _____ / _____, 2025, Kara Kopach personally came before me and stated to my satisfaction that this person (or if more than one person, each person):

- a. Was the maker of the attached instrument; and
- b. Executed the instrument as his or her own act

Print Name & Title below signature / Commission Expiration Date
Regina McGrade
Administrative Manager

Notary Public

Acknowledgement for the Borough of Tinton Falls

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

On this ____ day of _____, 2025, before me, the undersigned authority, personally appeared _____, who, being by me duly sworn, did depose and say that he is the _____ of the Borough of Tinton Falls, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

I CERTIFY that on ____/____, 2025, _____ personally came before me and stated to my satisfaction that this person (or if more than one person, each person):

- a. Was the maker of the attached instrument; and
- b. Executed the instrument as his or her own act

Print Name & Title below signature / Commission Expiration Date

Notary Public _____

Exhibit A



Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK PO BOX 1251 MARKET YARD FREEHOLD NJ 07728	Transaction Identification Number		7412931	9072213
	Recorded Document to be Returned by Submitter to: COASTAL TITLE AGENCY 2 PARAGON WAY FREEHOLD, NJ 07728			
Official Use Only <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> CHRISTINE GIORDANO HANLON COUNTY CLERK MONMOUTH COUNTY, NJ INSTRUMENT NUMBER 2024082135 RECORDED ON Nov 19, 2024 2:16:32 PM BOOK:OR-9714 PAGE:97 Total Pages: 18 COUNTY RECORDING FEES \$190.00 TOTAL PAID \$190.00 </div>	Submission Date (mm/dd/yyyy)		11/18/2024	
	No. of Pages (excluding Summary Sheet)		16	
	Recording Fee (excluding transfer tax)		\$190.00	
	Realty Transfer Tax		\$0.00	
	Total Amount		\$190.00	
	Document Type	DEED-EASEMENT		
	Electronic Recordation Level		L2 - Level 2 (With Images)	
	Municipal Codes		TINTON FALLS 4901	
1547558				

Additional Information (Official Use Only)

*** DO NOT REMOVE THIS PAGE.**
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MONMOUTH COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.



Monmouth County Document Summary Sheet

DEED-EASEMENT	Type	DEED-EASEMENT				
	Consideration	\$1.00				
	Submitted By	COASTAL TITLE AGENCY (CSC/INGEO SYSTEMS INC)				
	Document Date	09/06/2024				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		PINEBROOK COMMERCE CENTER LIMITED LIABILITY COMPANY				
	GRANTEE	Name			Address	
		FORST MONMOUTH ECONOMIC REVITALIZATION AUTHORITY				
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
	49	101.03	10		4901	

*** DO NOT REMOVE THIS PAGE.**

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MONMOUTH COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**

CT-78052

Prepared By:
Scott Collins, Esq.

Record and Return to:
Fort Monmouth Economic Revitalization Authority
502 Brewer Avenue
Oceanport, New Jersey 07757

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, is made and entered into this 6 day of ~~September~~ October 2024, by and between **PINEBROOK COMMERCE CENTER LIMITED LIABILITY COMPANY ("PCC", or "Grantor")**, a limited liability entity of the State of New Jersey, having an address at having an address of 312 Baltimore Avenue, Sea Girt, New Jersey 08750; and **the FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY ("FMERA", or "Grantee")**, an instrumentality of the State of New Jersey, having an address at 502 Brewer Avenue, Oceanport, New Jersey 07757.

Recitals

WHEREAS, FMERA was owner of a parcel of land colloquially referred to as the Fab Shop Parcel located in the Borough of Tinton Falls, County of Monmouth, State of New Jersey a portion of which is depicted on **Schedule A**;

WHEREAS, on even date herewith, FMERA transferred title to Fab Shop Parcel to PCC; and

WHEREAS, PCC wishes to grant to FMERA and FMERA wishes to accept from PCC the within Easement in order to facilitate continued sanitary service to the Fab Shop parcel and other properties.

NOW THEREFORE, subject to the conditions set forth below, **FOR AND IN CONSIDERATION** of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration in hand paid by Grantee to the Grantor, receipt thereof is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns forever, a 15 feet wide sanitary sewer easement and non-exclusive, free uninterrupted and, except as otherwise set forth herein, unobstructed right-of-way, under, across, and over the property of the Grantor, situate in the Borough of Tinton Falls, County of Monmouth and State of New Jersey, being known as portion of Lot 10, Block 101.03 known as the Charles Wood Area, which easement is more particularly described by metes and bounds as set forth on **Schedule "A"** which is attached hereto and made a part hereof, and as shown on the drawing entitled Charles Wood Area – Fabrication Shop Parcel last dated May 29, 2024, which is attached hereto and made a part hereof as set forth on Schedule "B" collectively referred to hereafter as the **"Easement Area."**

This easement is granted for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary machines,

vehicles and materials, at any and all times, for the purpose of maintaining, repairing, renewing or adding to the aforesaid sanitary sewerage pipe lines and appurtenances, and for doing anything necessary, useful or convenient, for the enjoyment of the easement herein granted.

Grantee, its successors and assigns, shall, on reasonable notice to Grantor except in the case of emergencies, which shall be solely at the discretion of the Grantee, also have the reasonable right to enter in and upon the Grantor's Easement Area described above with men and machines, vehicles and materials, at any and all times for the purpose of installing, maintaining, repairing, renewing, or adding to the aforesaid sewer system lines and appurtenances, and for doing anything necessary, useful or convenient, for the enjoyment of the easement herein granted.

THIS EASEMENT is granted subject to the following conditions:

1. GRANTOR'S USE

Grantor reserves the right for itself and its successors and assigns to use the Easement Area in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement. All right, title and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not: (a) erect or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Easement Area or (b) develop, landscape, or beautify the Easement Area in any way which would unreasonably or materially increase the costs to Grantee of installing the improvements or restoring the Easement Area or Grantor's land after such installation.

2. OPERATION AND RESTORATION

The construction, operation, maintenance, repair or replacement of the improvements shall be performed at no cost or expense to Grantor or its successor in interest and without the imposition of any lien or charge on or against all or any portion of Grantor's land. Upon the completion of any of the above activities, the Grantee shall immediately restore the Easement Area to, as nearly as possible, the same condition as existed before such work was done, at Grantee's expense. In the event the surface of any portion of the Grantor's land is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Grantor's land following such Grantee activity.

3. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

4. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Easement Area, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of FMERA.

5. RIGHT TO ENTER

The right is granted to FMERA and the United States, its officers, agents, and employees, successors and assigns to enter upon the Easement Area at any time and for any purpose necessary in connection with government purposes, to make inspections, to remove timber or other materials, except property of the Grantor, to make any other use of the lands as may be necessary in connection with government purposes, and the Grantor shall have no claim for damages on account thereof against FMERA or the United States or any officer, agent, or employee thereof, so long as said activities of the FMERA do not unreasonably interfere with the rights of Grantor.

6. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located within the Easement Area, provided that the proposed grant of any new easement or route on or over the Easement Area will be coordinated with the Grantee, and easements will not be granted on or over the Easement Area which will, in the reasonable opinion of Grantee, interfere with the use of the Easement Area by the Grantee, where such grant by Grantee shall not be unreasonably withheld, delayed or conditioned.

7. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Easement Area against pollution of its air, ground and water. Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Easement Area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Easement Area in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The Grantee acknowledges that the within Deed of Easement and Right of Way is subject to the Environmental Protection Provisions set forth as originally found in the Quitclaim Deed dated May 14, 2014 from

the United States of America and recorded it with the Monmouth County Clerk on June 30, 2014 in Book 9070 at Pages 9803, et. seq. to Grantor.

8. CLAIMS AGAINST FMERA.

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.

9. COUNTERPARTS.

This Easement may be executed in one or more counterparts which together shall constitute the same instrument.

10. APPLICABLE LAW.

This Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

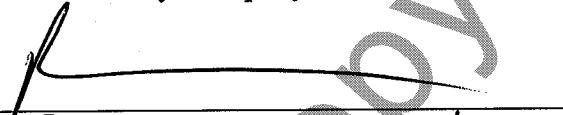
To have and to hold the above granted easement and right of way unto the said Grantee, its successors and assigns forever.

And the said Grantor does covenant with the said Grantee as follows:

1. That the said Grantor is seized of the said easement and right-of-way and has good right to convey the same.
2. That the Grantee shall quietly enjoy the said easement and right-of-way.
3. Except as provided above, that the Grantor will not erect any structures within the right -of-way granted hereunder.

IN WITNESS WHEREOF, the Grantor herein has hereunto set his hand and seal as his own act and executed this indenture on the day and year first written above.

Pine Brook Commerce Center
Limited Liability Company


Patrick McGeehan
manager

WITNESS

STATE OF NEW JERSEY }
COUNTY OF MONMOUTH }

SS:

The foregoing Deed of Easement and Right-of-Way was acknowledged before me this

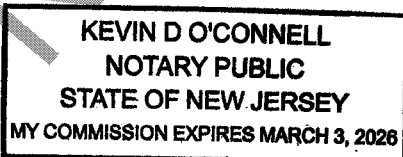
6 day of September, 2024, by Patrick McGeehan.

I CERTIFY that on 9 / 16 /2024, Patrick McGeehan personally came before me and stated to my satisfaction that this person (or if more than one person, each person):

- a. Was the maker of the attached instrument; and
- b. Executed the instrument as his or her own act

My commission expires: 3/3/26.


Notary Public



The foregoing conveyance is hereby accepted by Fort Monmouth Economic Revitalization Authority, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Fort Monmouth Economic Revitalization Authority.

WITNESS

Fort Monmouth Economic Revitalization Authority


Kara Kopach
Executive Director

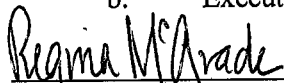
STATE OF NEW JERSEY }
COUNTY OF MONMOUTH }

SS:

The foregoing Deed of Easement and Right-of-Way was acknowledged before me this 6 day of September, 2024, by Kara Kopach.

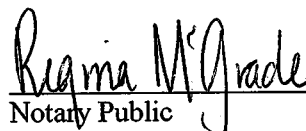
I CERTIFY that on September 6th, 2024, Kara Kopach personally came before me and stated to my satisfaction that this person (or if more than one person, each person):

- a. Was the maker of the attached instrument; and
- b. Executed the instrument as his or her own act



Print Name & Title below Signature / Commission Expiration Date

Regina McGrade
Administrative Manager


Notary Public

REGINA M MCGRAD
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2430957
MY COMMISSION EXPIRES MAR. 08, 2028

SCHEDULE A

Not Certified Copy



Technical Excellence
Practical Experience
Client Responsiveness

Revised 30 May 2024
3 May 2024
100291701

**WRITTEN DESCRIPTION
PROPOSED
ACCESS EASEMENT No 1A
BLOCK 101, PORTION OF LOT 1
T.B.K.A
BLOCK 101.03 LOT 10
IN THE BOROUGH OF TINTON FALLS
MONMOUTH COUNTY, NEW JERSEY.**


COMMENCING at a pin and cap, identified "Langan Engineering", set on the northerly line of lands now or formerly of Conrail (formerly Central Railroad of New Jersey), a 50 foot wide right-of-way, at its intersection with the proposed northerly line of Pine Brook Road (various widths), said point being South 21°59'03" West, a distance of 35.61 feet from the southeasterly corner of a one story masonry building, said point also being South 57°53'09" West, a distance of 2300.73 feet measured along said northerly line of lands now or formerly of Conrail from its intersection with the westerly line of Hope Road (49.5 feet wide); thence

- A. Along said proposed northerly line of Pine Brook Road, on a curve to the left, having a radius of 500.00 feet, an arc length of 115.17 feet, a central angle of 13°11'51" and a chord which bears South 83°25'54" West, a distance of 114.92 feet to a pin and cap, identified "Langan Engineering", set where the same is intersected by the dividing line between lands known as the Pistol Range Parcel and lands known as the Fabrication Shop Parcel and the Point of Beginning and running; thence
1. Along said proposed northerly line of Pine Brook Road on a curve to the left, having a radius of 500.00 feet, an arc length of 50.24 feet, a central angle of 05°45'27", and a chord which bears South 73°57'16" West, a distance of 50.22 feet to a point where the same is intersected by the dividing line between lands now or formerly Fort Monmouth Economic Revitalization Authority and lands known as the Pistol Range Parcel; thence
2. Leaving said northerly line and running along the westerly line of lands known as the Pistol Range Parcel, North 10°39'45" West, a distance of 100.94 feet to a point of curvature; thence
3. Continuing along said westerly line, along a curve to the right, having a radius of 50.00 feet, an arc length of 26.18 feet, a central angle of 30°00'05", and a chord which bears North 04°20'18" East, a distance of 25.88 feet to a point of tangency; thence
4. Continuing along the same, North 19°20'20" East, a distance of 10.00 feet to a point on said westerly line; thence
5. Through the Pistol Range Parcel, South 70°39'40" East, a distance 50.00 feet to a point in the line of lands known as the Fabrication Shop Parcel; thence
6. Along said line, South 19°20'20" West, a distance of 10.00 feet to a pin and cap, identified "Langan Engineering", set; thence

7. Continuing along the same, South 10°39'45" East, a distance of 96.23 feet to the Point of Beginning.

Encompassing an area of 0.139 acre, more or less.

This description is prepared in accordance with a plan entitled "ALTA/NSPS Land Title Survey, Block 101, Portion of Lot 1, Charles Wood Area – Fabrication Shop Parcel, Borough of Tinton Falls, Monmouth County, New Jersey" prepared by Langan Engineering and Environmental Services, Inc., dated 12 Oct 2015 and last revised 29 May 2024.


Joseph E. Romano
Professional Land Surveyor
New Jersey License No. 24G503627300

NJ Certificate of Authorization No: 24GA27996400

\\wngen.com\data\PAR\data7\100291701\Survey Data - 100291701\Office Data\Descriptions\Pistol Range\100291701-CE_Feb_Access Easement No 1A_5_3_2024 .docx

LANGAN

Technical Excellence
 Practical Experience
 Client Responsiveness

Revised: May 29, 2024
 17 May 2024
 100291701

**WRITTEN DESCRIPTION
 PROPOSED
 15-FOOT-WIDE SANITARY SEWER EASEMENT
 BLOCK 101.03 LOT 10
 PREVIOUSLY KNOWN AS BLOCK 101 PORTION OF LOT 1
 IN THE BOROUGH OF TINTON FALLS
 MONMOUTH COUNTY, NEW JERSEY**

COMMENCING at a pin and cap, identified "Langan Engineering", set on the northerly line of lands now or formerly of Fort Monmouth Economic Revitalization Authority, said lands known as the "Fab Shop Parcel" and the land of the Charles Wood Parcel; thence

- A. Along said proposed northerly line of North 24°53'25" West, a distance of 18.73 feet to the Point of Beginning and running; thence
 1. Along said line of North 24°53'25" West, a distance of 15.10 feet to a point, thence
 2. Leaving said and running easterly, North 58°40'25" East, a distance of 269.58 feet to a point; thence
 3. North 08°21'40" East, a distance of 172.34 feet to a point on the northerly line of "The Fab Shop"; thence
 4. Along said line, South 06°27'09" East, a distance 58.67 feet to a point; thence
 5. Leaving said line, South 08°21'40" West, a distance of 122.66 feet to a point; thence
 6. South 58°40'25" West, a distance of 278.32 feet to the Point of Beginning.

Encompassing an area of 6,332 SF, more or less.

This description is prepared in accordance with a plan entitled "ALTA/NSPS Land Title Survey, Block 101.03 Lot 10, Charles Wood Area – Fabrication Shop Parcel, Borough of Tinton Falls, Monmouth County, New Jersey" prepared by Langan Engineering and Environmental Services, Inc., dated 12 Oct 2015 and last revised 29 May 2024.

Joseph E. Romano
 Joseph E. Romano
 Professional Land Surveyor
 New Jersey License No. 24GS03627300

NJ Certificate of Authorization No: 24GA27996400

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SCHEDULE B

Not Certified Copy

ENVIRONMENTAL PROTECTION PROVISIONS

1. Land Use Restrictions

The Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake or allow any activity on or use of the Property that would violate the land use restrictions contained herein.

The Grantee is hereby informed and acknowledges that the groundwater adjacent to the Property may contain volatile organic concentrations above the New Jersey Ground Water Quality Standards (N.J.A.C. 7:9C). The Grantee, for itself, its successors and assigns covenants and agrees not to access or use the ground water underlying the Property for potable uses without the prior written approval of the Department of the Army and the New Jersey Department of Environmental Protection (hereinafter referred to as the "NJDEP"). For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

The Grantee is hereby informed and acknowledges the presence of fifty-one (51) groundwater monitoring wells on the Property. The locations of the said monitoring wells are described in Exhibit E, attached hereto and made a part hereof. The Grantee, for itself, its successors and assigns covenants and agrees not to disturb, or permit others to disturb, the said monitoring wells located on the Property without prior written approval from the Grantor and the NJDEP. Upon the Grantor's determination that a well is no longer necessary, the Grantor shall close such well at the Department of the Army's sole cost and expense in accordance with applicable laws and regulations.

Nothing contained herein shall preclude the Grantee, its successors or assigns from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action as would be necessary to allow a use of the Property otherwise prohibited by this provision. Prior to any such use of the Property, the Grantee shall consult with and obtain the approval of the Department of the Army and the NJDEP. Upon the Grantee's obtaining the approval of the Department of the Army and the NJDEP, the Grantor agrees to execute an appropriate instrument modifying or terminating the land use restriction for recordation in the land records of Monmouth County, New Jersey. The recordation of any such instrument shall be the responsibility of the Grantee and shall be accomplished at no additional cost to the Grantor.

The Grantee, its successors and assigns shall submit any requests to modify or terminate, as appropriate, the restrictions imposed herein to the Department of the Army and the NJDEP by first class mail, postage prepaid, addressed as follows:

U.S. Army Engineer District, New York
26 Federal Plaza, Room 2007 (CENAN-RE-M)
New York, NY 10278

ENVIRONMENTAL PROTECTION PROVISIONS

New Jersey Department of Environmental Protection
Bureau of Case Assignment & Initial Notice
Site Remediation Program
401 East State St. PO Box 420, 5th Floor (401-05H)
Trenton, NJ 08625 -0420

2. Notice of the Presence of Asbestos and Covenant

The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing material (hereinafter referred to as "ACM") has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

Buildings located on the Property and listed on Exhibit F, attached hereto and made a part hereof, have been determined to contain friable asbestos. The Grantee, for itself, its successors and assigns covenants and agrees to undertake any and all asbestos abatement in the said buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to convey the said buildings to the Grantee prior to remediation or abatement of asbestos hazards in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of the said buildings.

The Grantee, for itself, its successors and assigns covenants and agrees that its use and occupancy of the Property shall be in compliance with all applicable laws and regulations relating to asbestos. The Grantee, its successors and assigns, shall be responsible for any remediation or abatement of asbestos found to be necessary on the buildings or structures on the Property, including ACM in or on buried pipelines, which may be required under applicable law or regulation.

The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the Property including, without limitation, any asbestos or ACM hazards or concerns.

3. Notice of the Presence of Lead-Based Paint and Covenant Limiting the Use of the Property for Residential Purposes

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead

ENVIRONMENTAL PROTECTION PROVISIONS

poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with information on lead-based paint hazards from risk assessment or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The Grantee is hereby informed and does acknowledge that residential buildings 2022 through 2042 and residential buildings 3001 through 3052 located on the Property are known or presumed to contain lead-based paint. Additionally, other non-residential buildings on the Property that were constructed prior to 1978 are presumed to contain lead-based paint.

The following records or reports available to the Grantor pertaining to lead-based paint and/or lead-based paint hazards on the Property have been provided to the Grantee:

(a) ADS Environmental. Fort Monmouth Lead Hazard Assessment Project Summary prepared for Fort Monmouth DPW. July 16, 1996.

(b) Fort Monmouth DPW cover letter for Lead-Based Paint Risk Assessment Summaries. June 30, 2005.

(c) Versar, Inc. *Lead-Based Paint Risk Assessment Report for Selected Units at the Charles Wood Area*, prepared for U.S. Army DPW, Fort Monmouth, NJ. September 2000.

(d) Bureau Veritas North America, Inc. *Lead-Based Paint Survey* prepared for U.S. Army Garrison, Fort Monmouth, Directorate of Public Works. September 6, 2011.

The Grantee hereby affirms receipt of the records or reports identified in this notice and covenant and the lead hazard information pamphlet required under 15 U.S.C. § 2696.

The Grantee hereby acknowledges that it has had the opportunity to conduct the risk assessment or inspection required by 24 C.F.R. § 35.90(a) with regard to the Property. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of the Property with regard to lead-based paint and lead-based paint hazards.

The Grantee for itself, its successors and assigns hereby covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as a residential dwelling, as defined in 24 C.F.R. § 35.86, without complying with all applicable laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of any building or structure on the Property where its use subsequent to the conveyance herein is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Grantor's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

ENVIRONMENTAL PROTECTION PROVISIONS**4. Notice of the Presence of Pesticides and Covenant**

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the Property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefore.

5. Notice of the Presence of Mold and Covenant

The Grantee is hereby notified and acknowledges that mold has been found in Building 2700 on the Property. Exposure to certain types of mold spores may result in allergic reactions in some persons. To the best of the Grantor's knowledge, the mold on the Property does not pose a threat to human health or the environment.

The Grantee covenants and agrees that its use and occupancy of the Property shall be in compliance with applicable laws and regulations relating to mold and that the Grantor assumes no liability for future remediation of mold or damages for personal liability, illness, disability or death to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to exposure to mold or any other activity causing or leading to contact of any kind whatsoever with mold on the Property after the date of this deed, whether or not the Grantee, its successors or assigns have properly warned any individuals that may be affected. The Grantee agrees to be responsible for any future remediation of mold found to be necessary on the Property.

The Grantee acknowledges that it has had the opportunity to inspect the Property as to its mold exposure condition and any hazardous or environmental condition related thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the Property with regard to any mold condition or concerns.

No warranties either expressed or implied are given with regard to whether the Property does or does not contain elevated levels of mold or is suitable for use for a particular purpose. The failure of the Grantee to inspect or to be fully informed as to the condition of the Property shall not constitute grounds for any claim or demand against the Grantor.

4883-7326-8437, v. 1

Not Certified Copy