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Exhibit A
Site Option / Deed



Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK PO BOX 1251 MARKET YARD FREEHOLD NJ 07728	Transaction Identification Number		6477645	7872224
	Recorded Document to be Returned by Submitter to: TRIDENT ABSTRACT TITLE AGENCY, LLC 1340 CAMPUS PKWY WALL TOWNSHIP, NJ 07753			
Official Use Only CHRISTINE GIORDANO HANLON COUNTY CLERK MONMOUTH COUNTY, NJ INSTRUMENT NUMBER 2022122836 RECORDED ON Dec 30, 2022 11:41:20 AM BOOK:OR-9629 PAGE:2632 Total Pages: 24 COUNTY RECORDING FEES \$250.00 TOTAL PAID \$250.00	Submission Date (mm/dd/yyyy)		12/30/2022	
	No. of Pages (excluding Summary Sheet)		22	
	Recording Fee (excluding transfer tax)		\$250.00	
	Realty Transfer Tax		\$0.00	
	Total Amount		\$250.00	
	Document Type		DEED-NO CONSIDERATION	
	Electronic Recording Level		L2 - Level 2 (With Images)	
	Municipal Codes		TINTON FALLS 4901	
			1396569	
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-NO CONSIDERATION	Type	DEED-NO CONSIDERATION				
	Consideration	\$727,996.50				
	Submitted By	TRIDENT ABSTRACT TITLE AGENCY, LLC (CSC/INGEO SYSTEMS INC)				
	Document Date	12/23/2022				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name		Address		
		FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY				
	GRANTEE	Name		Address		
		MONMOUTH MEDICAL CENTER INC				
	Parcel Info					
Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality	
	49	101.03	1		4901	
* DO NOT REMOVE THIS PAGE. COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF MONMOUTH COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.						

Prepared by: Scott G. Collins, Esq.

**QUITCLAIM DEED
F1 - MYER CENTER
BLOCK 101.03, LOT 1
IN THE BOROUGH OF TINTON FALL
MONMOUTH COUNTY, NEW JERSEY**

THIS QUITCLAIM DEED, is made on 12/15, 2022, by and between the **FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY**, a public body corporate and politic constituted as an independent authority and instrumentality of the State of New Jersey, whose address is 502 Brewer Avenue, Oceanport, New Jersey, 07757 (hereinafter referred to as the "Grantor") and **MONMOUTH MEDICAL CENTER, INC.**, a New Jersey non-profit corporation having an address of 300 Second Avenue, Long Branch, New Jersey 07740 (hereinafter referred to as the "Grantee").

WHEREAS, the Grantor acquired ownership of the subject property by Quitclaim Deed from The United States of America recorded with the Monmouth County Clerk's Office dated as of May 29, 2014 in Book No. OR-9070 at Page 9803 on June 30, 2014 (the "Army Deed"); and

WHEREAS, the New Jersey Economic Development Authority ("NJEDA") and Grantor previously entered into a Purchase and Sale Agreement, dated October 30, 2017 where Grantor agree to convey the subject property, known as F-1 or the Myer Center Parcel, formerly identified as a portion of Block 101, Lot 1 (about to be known as Block 101.03, Lot 1) to NJEDA; and

WHEREAS, Grantor, RWJ Barnabas Health, Inc. ("RWJBH"), and NJEDA entered into an Agreement to Assign dated August 10, 2018, as amended in the First Amendment to the Agreement to Assign dated June 5, 2019, as amended by the Second Amendment to the Agreement to Assign, dated December 3, 2019, as amended by the Third Amendment to the Agreement to Assign, dated April 9, 2020, and as further amended by the Fourth Amendment to the Agreement to Assign dated October 25, 2021 (collectively, the "Agreement to Assign") pursuant to which NJEDA agreed to assign to RWJBH all of NJEDA's rights, title and interest in the Purchase and Sale Agreement; and

WHEREAS, Grantor and RWJBH entered into a Redevelopment Agreement dated October 25, 2021 as amended by the First Amendment to the Redevelopment Agreement dated May 6, 2022 (collectively, the "Redevelopment Agreement") whereby RWJBH agreed to redevelop the Property and build the Project as therein defined; and

WHEREAS, Grantor, RWJBH and NJEDA entered into an Assignment and Assumption Agreement assigning all of NJEDA's rights, title and interest in the Purchase and Sale Agreement, to the Purchase and Sale Agreement to RWJBH dated of even date herewith, and Grantor and RWJBH entered into a First Amendment to the Purchase and Sale Agreement dated of even date herewith (along with the October 30, 2017 Purchase and Sale Agreement collectively the "Purchase and Sale Agreement"); and

WHEREAS, RWJBH entered into an Assignment and Assumption Agreement dated December 2, 2022 assigning all of its rights, title and interest in the Agreement to Assign, Redevelopment Agreement and Purchase and Sale Agreement to Monmouth Medical Center, Inc., a non-profit corporation of the State of New Jersey ("Grantee"), Grantor having consented to such Assignment and Assumption Agreement on December 13, 2022; and

WHEREAS, under the terms of the Redevelopment Agreement, the Purchase and Sale Agreement, and Agreement to Assign, Grantor agree to convey the subject property, known as F-1 or the Myer Center Parcel, formerly identified as a portion of Block 101, Lot 1 (about to be known as Block 101.03, Lot 1) to Grantee. Capitalized terms used but not otherwise defined herein, shall have the respective meanings ascribed to such terms in the Redevelopment Agreement, Purchase and Sale Agreement or Agreement Assign. In the case of a conflict the Redevelopment Agreement shall control.

NOW, THEREFORE, THE GRANTOR, for and in consideration of Seven Hundred and Twenty-seven Thousand Nine Hundred and Ninety Six Dollars and Fifty Cents (\$727,996.50) and the promises of the Grantee set forth in the Redevelopment Agreement, Purchase and Sale Agreement and Agreement to Assign, the Grantor does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns, all rights, title and interest of the Grantor in and to that certain parcel of land situated, lying, and being p/o Block 101, Lot 1 (about to be known as Block 101.03, Lot 1), in the Borough of Tinton Falls, County of Monmouth, State of New Jersey as more particularly described in Exhibit A, attached hereto and made a part hereof but excluding the Environmental Carveout known as ECP 16 as more particularly described in Exhibit A-1 and certain monitoring wells known as CW1MW30, CW1MW31, CW1MW33, CW1MW35, CW1MW39, CW1MW40, CW1MW41, CW1MW42, CW1MW43, CW1MW44, CW1MW282, CW1MW291, 2700MW04, KW-1, KW-2, KW-2D, KW-2I, KW-3, KW-4, KW-5 & KW-6 which shall remain the property of Grantor (hereinafter referred to the "Property") For avoidance of doubt, the real property and land upon which such monitoring wells are installed and located is not retained by Grantor and is hereby conveyed to Grantee in accordance with the terms herewith.

REVERSION TO SELLER. Subject to the terms and conditions of Section 6 of the Redevelopment Agreement, title to the Property conveyed to the Grantee by this Quitclaim Deed is and shall be subject to the right of the Grantor to repurchase the Property in the event that Grantee fails to commence or complete construction of the Project (as that term is defined in the Redevelopment Agreement) within the timeframes set forth in Section 4 of the Redevelopment Agreement. Such right of Grantor to repurchase the Property is hereby made subject and subordinate, at all times (and without the necessity of the execution of any further documentation) to (i) any lien of mortgage (and any modifications, amendments, renewals and extensions thereof) in favor of any Interested Parties, or (ii) any rights or interest for the protection of the Interested Parties which Grantee may now or hereafter file against the Property. Upon the issuance of a Certificate of Completion, as defined in the Redevelopment Agreement, Grantors right to repurchase the Property in accordance herewith shall cease and terminate and be null and void ab initio.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including, but not limited to, rights-of-way for railroads, public highways, pipelines, and public utilities, if any, whether of public record or not. Grantor hereby reserves, retains, and withholds for the Grantor, its successors and assigns forever, rights, rights of way and easements allowing Seller and its successors and assigns to enter upon the Property and maintain, service, repair and use any such underground lines, pipes, wires, cables, and conduits in perpetuity for the benefit of existing and future development at the former Fort Monmouth.

SUBJECT TO the Environmental Protection Provisions set forth in Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property granted herein to the Grantee, its successors and assigns, together with all and singular the appurtenances, rights, powers, and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the Grantor, either in law or in equity, and subject to the reservations, easements, covenants, conditions, and restrictions hereinafter set forth.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this deed and as part of the consideration for the conveyance made herein, covenants and agrees for itself, its successors and assigns, forever, that this deed is made and accepted upon each of the following covenants, conditions and restrictions which shall be binding upon and enforceable against the Grantee, its successors and assigns in perpetuity by the Grantor, the United States and other interested parties as may be allowed by law; that the covenants, conditions, and restrictions set forth herein are a binding servitude on the Property and shall be deemed to run with the land; and that the failure to include the covenants, conditions, and restrictions in subsequent conveyances of the Property does not abrogate the status of the covenants, conditions, and restrictions as binding upon the United States, the Grantor and the Grantee and their successors and assigns.

1. Notice Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)).

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h) is available from Grantor upon written request.

2. Description of Remedial Actions Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)).

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Responses, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is available from Grantor upon written request.

3. Covenant Pursuant to Section 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 Section 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 has warranted that –

(a) 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 deed, and

(b) any additional remedial action found to be necessary after the date of the Army Deed from the United States to Fort Monmouth Economic Revitalization Authority shall be conducted by the United States.

4. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii):

The United States has retained and reserved a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access include, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns, and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access include the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States,

Grantor, or any officer, employee, agent, contractor of any tier, or servant of the United States or Grantor based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause. Provided, however, that nothing in this paragraph shall be considered a waiver by the Grantee, its successors and assigns, of any remedy available to them under the Federal Tort Claims Act as to the United States and the New Jersey Tort Claims Act as to Grantor.

5. "As Is" Condition of Property

The Grantee acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The Grantee understands and agrees that the Property is conveyed "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property will not constitute grounds for any claim or demand against the Grantor.

Nothing in this "As Is" provision shall be construed to modify or negate the obligation of the United States under the "Covenant Pursuant to Section 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)" or any other statutory obligations.

6. Hold Harmless

To the extent authorized by New Jersey law, the Grantee, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the United States and the Grantor, their officers, agents, and employees from:

(a) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the notices, covenants, conditions, and restrictions in this deed by the Grantee, its successors and assigns, and

(b) any and all claims, damages, judgments, losses, and costs arising out of, or in any manner predicated upon, exposure to asbestos, lead based paint, or other condition on any portion of the Property after the date of the conveyance herein.

The Grantee, for itself, its successors and assigns, covenants and agrees that the United States and the Grantor shall not be responsible for any costs associated with modification or termination of the covenants, conditions, and restrictions in this deed including, without limitation, any costs associated with

additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

Nothing in this "Indemnify and Hold Harmless" provision shall be construed, to modify or negate the obligation of the United States under the "Covenant Pursuant to Section 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) or any other statutory obligations.

7. Post-Transfer Discovery of Contamination and Release

If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance herein, the Grantee, its successors or assigns shall be responsible for such release or threatened release of such newly discovered hazardous substance or petroleum product unless the Grantee, its successors or assigns is able to demonstrate that such release or threatened release of such newly discovered hazardous substance or petroleum product was due to the United States' or Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the newly discovered hazardous substance or petroleum product is due to the United States' or Grantor's activities, use, or ownership of the Property, the Grantee, its successors or assigns shall immediately secure the site and notify the United States and Grantor of the existence of the hazardous substance or petroleum product and the Grantee, its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance or petroleum product without the prior written permission of the United States and/or Grantor.

The Grantee, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby agrees to release the United States and the Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance or petroleum product on the Property occurring after the date of the conveyance herein, where such hazardous substance or petroleum product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents, contractors, or any other person other than the United States or the Grantor after the date of the conveyance herein. This provision shall not affect the United States' responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the United States' indemnification obligations under applicable laws.

8. Environmental Protection Provisions

The Grantee shall neither transfer the Property, lease the Property, not grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the "Environmental Protection Provisions" set forth below in Exhibit B, attach hereto and made a part hereof, and shall require the inclusion of the said "Environmental Protection Provisions" in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the Property, or any portion thereof.

9. Non-Discrimination Covenant

The Grantee covenants for itself, its successors and assigns that the Grantee and such successors and assigns shall not discriminate upon the basis of race, creed, color, religion, sex, age, disability or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices

conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property herein conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

10. Anti-Deficiency Act

The United States' obligation to pay or reimburse any money under this deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this deed shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

11. No Waiver

The failure of the United States or Grantor to insist in any one or more instances upon complete performance of any obligation of the Grantee, or its successors or assigns required by the covenants, conditions, or restrictions set forth in this deed shall not be construed as a waiver or a relinquishment of the United States or Grantor's right to future performance of any such obligation of the Grantee or its successors or assigns required by said covenants, conditions, and restrictions, and such obligations of the Grantee, its successors and assigns shall continue in full force and effect.

12. CERCLA Covenants

The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the "CERCLA Covenants" set forth in Paragraphs 1, 2, 3, 4 and 5 of this Quitclaim Deed and shall require the inclusion of the said "CERCLA Covenants" in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

13. Survival Sections 4(b), 4(c), 4(d), 6, 7, 9, 19 of the Redevelopment Agreement, survive the closing of this Deed, run with the land and are continuing obligations, representations, covenants, restrictions and conditions unless otherwise terminated, discharged or released as may be permitted under the Redevelopment Agreement.

14. Declaration of Covenants.

A. The uses of the Property shall be limited to those uses permitted pursuant to the Fort Monmouth Reuse and Redevelopment Plan, as amended.

B. Purchaser, as the approved redeveloper, will commence and complete the Project within the period of time established in the Redevelopment Agreement.

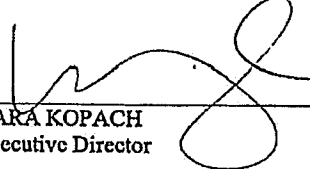
C. Purchaser, as the approved redeveloper, will not sell, lease or transfer the Property, the Project, the Redevelopment Agreement or this Deed prior to the Completion of the Project without the written consent of FMERA.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be duly executed in its name by its Executive Director, all as of the date first above written.

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY

Witness:

Regina McGuck

By: 

KARA KOPACH
Executive Director

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Not Certified Copy

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
)
COUNTY OF MONMOUTH) SS:

BE IT REMEMBERED that on this 15th day of December, 2022, before me, the subscriber, personally appeared Kara Kopach, who acknowledged under oath, to my satisfaction, that he is the Executive Director of the Fort Monmouth Economic Revitalization Authority and is authorized to sign the within instrument; is the subscriber of the attached Deed; executed the Deed as the act of the Fort Monmouth Economic Revitalization Authority; and made this Deed for \$727,996.50 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration as defined in N.J.S.A. 46:15-5).

I CERTIFY that on December 15 /2022, 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

Regina McGrade
Notary Public

Regina McGrade
Notary Public
New Jersey
My Commission Expires March 8, 2023
No. 2430957

Exhibit A
Legal Description & Survey

Not Certified Copy



YOUR GOALS. OUR MISSION.

NJRD-00020

MARCH 3, 2017

**DESCRIPTION OF PROPERTY, LOT 1 IN BLOCK 101.03,
BOROUGH OF TINTON FALLS, MONMOUTH COUNTY, NEW JERSEY**

All that certain parcel of land known as Lot 1 in Block 101.03, located in the Borough of Tinton Falls, Monmouth County, New Jersey as shown on the attached exhibit map entitled, "FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY, MYER CENTER ABATEMENT, DEMOLITION & SITE IMPROVEMENT PROJECT, BOROUGH OF TINTON FALLS, MONMOUTH COUNTY, NEW JERSEY, BOUNDARY AND TOPOGRAPHIC SURVEY," prepared by Michael S. Finnegan, P.L.S., T&M Associates, dated March 3, 2017, being more particularly described as follows:

Beginning at a point on the existing easterly Right-Of-Way (R.O.W.) line of Pearl Harbor Road (80 feet wide R.O.W.), said point being the intersection of said R.O.W. line with the existing southerly R.O.W. line of Corregidor Road (60 feet wide R.O.W.), and from said beginning point running, thence:

1. North 81 degrees 41 minutes 38 seconds East, along the existing southerly R.O.W. line of Corregidor Road (60 feet wide R.O.W.), a distance of 1,326.12 feet to a point of curvature; thence
2. Continuing along the existing southerly R.O.W. line of Corregidor Road (60 feet wide R.O.W.), on a curve to the right, having a radius of 2,743.48 feet, a central angle of 08 degrees 25 minutes 19 seconds, a chord bearing of North 85 degrees 11 minutes 09 seconds East and distance of 402.91 feet, an arc distance of 403.27 feet to a point (non-tangent); thence
3. South 37 degrees 47 minutes 38 seconds West, along the common property boundary line of Lot 1 with Lot 2 and Lot 4 in Block 101.03, a distance of 1,289.44 feet to an angle-point; thence
4. South 30 degrees 19 minutes 30 seconds West, along a new line set, defining the common property boundary line of Lot 1 with Lot 6 in Block 101.03, a distance of 1,302.69 feet to a point; thence
5. North 07 degrees 53 minutes 20 seconds West, along the existing easterly R.O.W. line of Pearl Harbor Road (80 feet wide R.O.W.), a distance of 1,936.33 feet to the point or place of BEGINNING

Containing 1,582,473 Square Feet (36.3286 Acres) in area.



YOUR GOALS. OUR MISSION.

NJRD-00020

MARCH 3, 2017

**DESCRIPTION OF PROPERTY, LOT 1 IN BLOCK 101.03,
BOROUGH OF TINTON FALLS, MONMOUTH COUNTY, NEW JERSEY**

It being the intention to describe all that parcel of land known as Lot 1 in Block 101.03 in the Borough of Tinton Falls, Monmouth County, New Jersey, as shown on the aforementioned map.

Description Prepared by

T&M ASSOCIATES

Michael S. Finnegan
MICHAEL S. FINNEGAN, P.L.S.

LIC. NO. GS34851

Not Certified

H:\NJRD\00020\Right of Way\Descriptions\NJRD-00020-DESCRIPTION.docx

T&M ASSOCIATES, 11 Tindall Road, Middletown, NJ 07748

732.671.6400 732.671.7365 tandmassociates.com

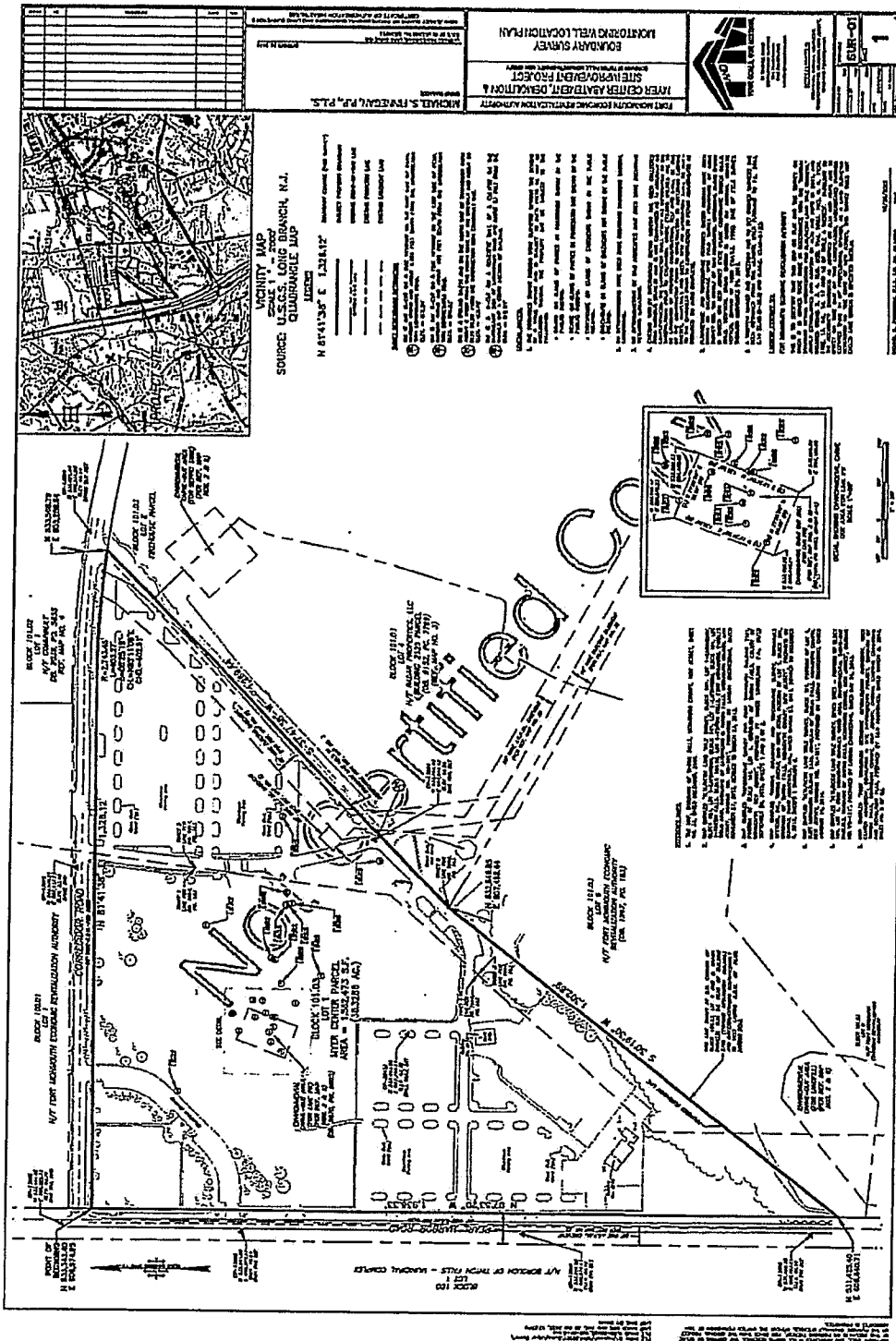


Exhibit A-1
Legal Description for ECP 16

Not Certified Copy



Technical Excellence
Practical Experience
Client Responsiveness

24 May 2013
100291701

**WRITTEN DESCRIPTION
ENVIRONMENTAL CARVE-OUT PARCEL
KNOWN AS LIME PIT CW1 - ECP16
WITHIN BLOCK 101 LOT 1
IN THE BOROUGH OF TINTON FALLS
MONMOUTH COUNTY, NEW JERSEY**

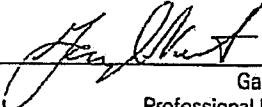
BEGINNING at a point being the southwesterly most corner of the parcel described herein, said point being the following two courses and distances from an iron pipe found marking the intersection of the northerly line of Pine Brook Road and the division line between lands now or formerly Borough of Tinton Falls, currently known as Tax Block 100 Lot 1 (on the west), and land now or formerly United States of America, currently known as Tax Block 101 Lot 1 (on the east), and running; thence

- A. Along said division line between Block 100 Lot 1 and Block 101 Lot 1, North $07^{\circ}53'20''$ West, a distance of 2,284.56 feet to a point; thence
- B. Leaving said division line, North $82^{\circ}06'40''$ East, a distance of 481.07 feet to the Point of Beginning and running; thence

- 1) North $12^{\circ}34'00''$ East, a distance of 138.00 feet to a point; thence
- 2) South $77^{\circ}26'00''$ East, a distance of 90.00 feet to a point; thence
- 3) South $12^{\circ}34'00''$ West, a distance of 138.00 feet to a point; thence
- 4) North $77^{\circ}26'00''$ West, a distance of 90.00 feet to the Point of BEGINNING.

Encompassing an area of 0.285 acres, more or less.

This description is prepared in accordance with a plan entitled, "ALTA/ACSM Land Title Survey, Fort Monmouth Charles Wood Area Environmental Carve-out Parcels" prepared by Langan Engineering and Environmental Services, Elmwood Park, New Jersey, Job No. 100291701, dated 24 May 2013; Drawing No. VB-101.


5-24-13
Gary A. Veengstra
Professional Land Surveyor
New Jersey License No. GS37213

G:\data\100291701\Survey Data - 100291701\Office Data\Descriptions\QWA CARVE-OUT\LIME PIT CW1 - ECP16.docx

Exhibit B

Environmental Protection Provisions

1. Land Use Restrictions

i. 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.

ii. Notice of Monitoring Wells. The Grantee is hereby informed and does acknowledge the presence of monitoring wells CW1MW30, CW1MW31, CW1MW33, CW1MW35, CW1MW39, CW1MW40, CW1MW41, CW1MW42, CW1MW43, CW1MW44, CW1MW282, CW1MW291 & 2700MW04 on the Property. The locations of these monitoring wells are shown on maps included in Exhibit A. The Grantee shall not disturb or permit others to disturb the monitoring wells located on the Property without prior written approval from the United States and the New Jersey Department of Environmental Protection. Upon the United States' determination that a well is no longer necessary, the United States will close such well at the Army's sole cost and expense in accordance with applicable laws, regulations, and ordinances.

iii. 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 United States, such additional action as would be necessary to allow a use of Property otherwise prohibited by this provision. Prior to such use of the Property, the Grantee shall consult with and obtain the approval of the United States and the NJDEP. Upon the Grantee's obtaining the approval of the United States 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 or the United States.

iv. The Grantee, its successors and assigns shall submit any requests for modification or termination of the restrictions set forth herein to the United States, 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

New Jersey Department of Environmental Protection

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 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:

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

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

(iii) 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.

(iv) 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 United States and/or 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).

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 United States 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 thereof.

5. NOTICE OF THE PRESENCE OF MOLD AND COVENANT

The Grantee is hereby notified and acknowledges that mold may be found in Buildings 2715 and 2718 on the Property. Exposure to certain types of mold spores may result in allergic reactions in some persons. To the best of Grantee'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 United States and Grantor assumes no liability for the future remediation of mold or damages for personal liability, illness, disability or death to the Grantee, its successor 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 United States, Grantor its successor 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.

5391063v2

GIT/REP-3
(8-19)

(Print or Type)

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)

Fort Monmouth Economic Revitalization Authority

Current Street Address
502 Brower AvenueCity, Town, Post Office
Oceanport

State

NJ

ZIP Code

07757

Property Information

Block(s)

101.03

Lot(s)

1

Qualifier

Street Address

Intersection of Corregidor Road and Pearl Harbor Road

City, Town, Post Office
Tinton Falls

State

NJ

ZIP Code

07724

Seller's Percentage of Ownership
100Total Consideration
\$727,996.50Owner's Share of Consideration
\$727,996.50

Closing Date

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☒ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
- ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. ☐ The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. ☐ The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

Seller's Declaration

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/15/2022

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney In Fact

Date

Signature (Seller)

Indicate if Power of Attorney or Attorney In Fact

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 -WARNING!

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

The following buildings on the Property have been determined not to contain friable asbestos Building Nos. 2715 and 2718. Grantee, for itself, its successors and assigns covenants and agrees to undertake any and all asbestos abatement or remediation on the Property that may be required under applicable law or regulation at no expense to the Grantor or U.S. The Grantor has agreed to convey said building 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 building.

The Grantee covenants for itself, its successors and assigns that its use and occupancy of the Property will 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 in or on the buildings or structures on the Property, including ACM in or on buried pipelines that 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 (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

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-based paint that may place young children at risk of developing lead poisoning. Lead 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 any information on lead-based paint hazards from risk assessments or inspections in

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
 (Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.
STATE OF NEW JERSEY

COUNTY Monmouth } SS. County Municipal Code
1349MUNICIPALITY OF PROPERTY LOCATION Tinton Falls

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by seller	\$ _____
Date	By _____

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Kara Kopach (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Executive Director of Grantor in a deed dated 12/15/2022, transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number 101 (to be known as 101.03) Lot number p/o 1 (to be known as 1) located at Intersection of Corregidor Road and Pearl, Fort Monmouth, Tinton Falls New Jersey 07724 and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 727,996.50 (Instructions #1 and #5 on reverse side) ☒ No prior mortgage to which property is subject.**(3) Property transferred is Class 4A 4B 4C (circle one).** If property transferred is Class 4A, calculation in Section 3A below is required.**(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____
 If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
GRANTOR IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☒ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
 B. BLIND PERSON Grantor(s) ☒ legally blind or *
 DISABLED PERSON Grantor(s) ☒ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed
 *Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
☒ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

- C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. **NEW CONSTRUCTION** printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 15th day of December, 2022Regina McGladeRegina McGlade
Notary Public
New JerseyMy Commission Expires **March 8, 2023**
No. 2430957

Signature of Deponent Kara Kopach Fort Monmouth Economic
 Grantor Name
502 Brewer Avenue, Oceanport NJ Revitalization Authority
 Deponent Address 502 Brewer Avenue, Oceanport, NJ
XXXX-XXXX-060 Grantor Address at Time of Sale
 Last three digits in Grantor's Social Security Number Riker Danzig, LLP
 Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY		
Instrument Number	County	
Deed Number	Book	Page
Deed Dated	Date Recorded	

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08646-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/rtf1/localtax.htm

RTF-100 (Rev. 10/2021)
MUST SUBMIT IN DUPLICATESTATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT

STATE OF NEW JERSEY

COUNTY MONMOUTHSS. County Municipal Code
1348

MUNICIPALITY OF PROPERTY LOCATION

Borough of Tinton Falls

FOR RECORDER'S USE ONLY

Consideration
RTF paid by buyer \$
Date By

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Eric Carney

(Name)

being duly sworn

according to law

Last three digits in grantee's Social Security Number
to be used upon oath

deposes and says that he/she is the President and CEO

(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

in a deed dated 12/15/2022real property identified as Block number 101 (to be known as Block 101.03)Lot number 1 (to be known as Lot 1 in Block 101.03) located at

Intersection of Corridor Road and Pearl Harbor Road, Tinton Falls

(Street Address, Town)

and annexed thereto.

(2) CONSIDERATION \$727,996.50

(See Instructions #1, #5, and #11 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD)

OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.

☐ Class 2 - Residential☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property☐ Class 4A - Commercial properties

(if checked, calculation in (E) required below)

☐ Cooperative unit (four families or less) (See C. 46:8D-3.)

Cooperative units are Class 4C

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

☐ Property class. Circle applicable class or classes:

Property classes: 1-Vacant Land; 2-Farm property (Qualified); 3-Industrial property; 4-Residential; 5-Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)

☐ Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.☐ Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.☐ Intercompany transfer between combined group members as part of the unitary business (See Instruction #13 on reverse side)

List the Combined group NUID number (Required)

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B) pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

☐ Property class. Circle applicable class or classes:

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY

Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class	\$	% = \$
Property Class	\$	% = \$
Property Class	\$	% = \$
Property Class	\$	% = \$

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
on this 15 day of December, 2022Patricia A. ZimmermannSignature of Deponent
Eric CarneyGrantee Name
Eric Carney33 Old Short Hill Road, West Orange
New Jersey 0703233 Old Short Hill Road, West Orange
New Jersey 07032

Deponent Address

Grantee Address at Time of Sale

PATRICIA A. ZIMMERMANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 6, 2024
County recording officer: forward one copy to each RTF-100 fee

Name/Company of Settlement Officer

STATE OF NJ - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08646-0251

ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit: www.state.nj.us/treasury/taxation/rtf/localtax.shtml