



REQUEST FOR OFFERS TO PURCHASE

FOR

THE SALE OF REAL PROPERTY

**Fort Monmouth
Mega Parcel– 289± Acre Mixed Use Development Site
Eatontown and Oceanport, New Jersey**

Issued by the

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

October 15, 2021

Responses due by 12:00 P.M. EST on January 12, 2022

REQUEST FOR OFFERS TO PURCHASE FOR THE SALE OF REAL PROPERTY

SUMMARY

The Fort Monmouth Economic Revitalization Authority (“FMERA” or the “Authority”), a state authority created pursuant to P.L. 2010, c.51 (N.J.S.A. 52:27I-18 *et seq.*), is responsible for the orderly and comprehensive redevelopment of Fort Monmouth. In furtherance of its mission, FMERA is hereby seeking offers from individuals or entities to acquire property that will be sold by the Authority. This request for offers to purchase (“RFOTP”) is being issued under FMERA’s rules for the sale of real and personal property (N.J.A.C. 19:31C-2, the “Sales Rules”). The purchase agreement between the Authority and the successful Potential Purchaser shall be subject to the terms and provisions of the Sales Rules and [the Phase 1 & 2 Economic Development Conveyance Agreements \(“EDC Agreements”\)](#) between FMERA and the U.S. Army. Redevelopment of the property will be subject to the Fort Monmouth Reuse and Redevelopment Plan (the “Reuse Plan”), which operates as the master plan for Fort Monmouth, and FMERA’s land use regulations and design and development guidelines (N.J.A.C. 19:31C-3, the “[Land Use Rules](#)”), which serve as the zoning ordinance for the Fort. The Reuse Plan and the Land Use Rules supersede the master plan, the zoning and land use ordinance and regulations, and the zoning map of the Boroughs of Eatontown and Oceanport and Monmouth County development regulations, except for procedures for site plan and subdivision approval.

1.0 PURPOSE

The Authority is requesting offers to purchase (the “Offer”) from individuals or entities (“Potential Purchaser(s)”) interested in purchasing and redeveloping the Mega Parcel, an approximately 289± acre tract of land in the Boroughs of Eatontown and Oceanport on Fort Monmouth’s Main Post (the “Property” or “Mega Parcel”). **All Offers shall include a proposal to redevelop the entire 289± acre tract of land. Offers that seek to redevelop only portions of the Property, i.e. an Offer with a conceptual redevelopment plan that excludes any portion of the 289± acres, will be deemed noncompliant. The selected Potential Purchaser shall be obligated to purchase the entire 289+/- acre tract.**

Following the global pandemic, FMERA has continued to evaluate current market conditions and the highest and best use of the Fort in conjunction with the Reuse Plan and the Land Use Rules. FMERA envisions this Mega Parcel to serve as a critical component of the Fort’s redevelopment efforts and is seeking the development of a large-scale redevelopment project that will generate jobs and substantially increase the economic impact on the region and the State of New Jersey.

The Reuse Plan contemplates the redevelopment of Fort Monmouth as a mixed-use campus that creates jobs in high growth industries and further envisions a live-work-play community complete with arts & entertainment, small businesses, cultural & civic uses, retail & restaurant uses, and outdoor amenities such as public plazas & walking trails that complement residential and commercial redevelopment that is currently planned or established at the Fort.

In addition to the goals outlined in the Reuse Plan, FMERA aims to align with the strategic priorities to overcome the State's largest economic challenges described in the Governor's Economic Plan (available at <https://www.njeda.com/economicplan/>). FMERA has a strong interest in bolstering the innovation economy to create more and better jobs locally, as well as throughout the State, and to further revitalize Fort Monmouth. By supporting one or more key sectors, including but not limited to life sciences, information and high tech, clean energy, food and beverage, and film and digital media, the Fort will be positioned to serve as a regional hub for one of these dynamic industries and further attract other business within and around the Fort Monmouth area, as a result.

FMERA believes there is an opportunity to develop the Mega Parcel with the above industries in mind, whether targeted as a regional cultural and entertainment center that can include a wide range of arts, cultural & entertainment related uses, such as arts and cultural centers, theaters, movie/show production facilities, and museums that can contribute to local cultural entertainment amenities; or, as a high tech campus featuring incubator space, extensive lab areas, and research & development facilities with the potential to expand the State's success in the in the life sciences and medical industries. Please note, that the aforementioned development concepts are intended to offer examples of campus-like developments with high job creation potential that complement the State's economic initiatives and the Fort's overall redevelopment vision. These particular uses are permissible, but proposals are not limited to these uses. Allowable uses are further defined below.

The Authority is requesting Offers that are consistent with the allowable uses set forth in FMERA's Land Use Rules, or for alternate uses as discussed below. Any Reuse Plan amendment or "use-type" variance necessary for an alternate use is subject to a separate approval by the FMERA Board, in its sole discretion, in accordance with the Land Use Rules.

The Property will be sold "As Is – Where Is."

The Mega Parcel has been appraised for \$54 Million Dollars. As a State entity and in accordance with the Land Use Rules at N.J.A.C. 19:31C-2.14(b), when evaluating purchase price, FMERA must consider the purchase price compared to the appraised value of the property. Additionally, FMERA may take into consideration its financial needs and obligations, the costs entailed in the redevelopment of property, and the unique opportunities the Mega Parcel affords. FMERA reserves the right to reject any and all proposals when it is in the best interests of the Authority, price and other factors considered, based on the proposed purchase price as compared to the appraised value and past bids received for other property, FMERA's financial needs/obligations, the proposal's inclusion of proposed job creation, capital investment, and overall economic impact.

This purchase price proposal shall have no associated contingencies based on the environmental condition of the Property, utility and/or infrastructure requirements, or otherwise, as the Property is being sold in "As Is" condition. Proposals may not be contingent on receipt of local property tax abatements, state tax incentives, or other grants and subsidies.

Planning, Design, and Development

The Mega Parcel's redevelopment is expected to be a forward-looking and transformative project that aims to meet the highest standards of economic and sustainable development. The Mega Parcel is envisioned as a large, cohesive redevelopment project with integrated commercial and amenity based uses, along with public spaces that support FMERA's goal of developing a vibrant, walkable community.

The proposed development may be mixed-use and consider a campus-like approach, inclusive of a variety of uses and amenities that are complementary. Residential uses are permitted, however the maximum number of residential units in the Borough of Eatontown is 302 and in the maximum number of residential units in the Borough of Oceanport is 234. Should any existing plans for residential development change within the Main Post, FMERA may amend the RFOTP via addendum to include additional property. Such additional property may allow for additional redevelopment, including additional residential units. Unless FMERA posts such an addendum, proposals exceeding the residential caps included in this RFOTP will be deemed non-compliant. All proposed residential development requires a twenty percent (20%) set aside for low- and moderate-income households. The affordable units should be interspersed with the market-rate units wherever possible. While FMERA encourages the use of Low Income Housing Tax Credits ("LIHTCs") or other public financing or subsidies as part of the Potential Purchaser's funding mix, FMERA will reject any Offer that seeks to make the closing of title contingent on the Potential Purchaser's receipt of LIHTCs or other financing or subsidies.

Residential development is not a requirement of the Offer and if residential development is proposed, the Potential Purchaser must also include complementary commercial development. In the instance that the selected Potential Purchaser does not include housing in its proposal, FMERA's approval of the proposed development will require a Reuse Plan amendment that must identify alternate locations and future requirements for residential units. Additionally, the Reuse Plan amendment must identify the location of any homeless service provider facility, such as supportive housing or SRO units, required to be provided by FMERA by a legally binding agreement approved by the U.S. Department of Housing and Urban Development. Under the terms of the legally binding agreement, FMERA is required to provide the location for sixteen (16) SRO units and forty (40) supportive housing units of which twenty (20) of the supportive housing units have been built. These requirements are subject to change based on amendments to the legally binding agreement between FMERA and the homeless service provider.

Excluded uses: Medical or institutional uses requiring an overnight stay, self-storage, gas stations, industrial/manufacturing, and automobile or vehicle sales. Please note that warehouse uses must be ancillary and in direct support of the site's primary uses.

The selected Potential Purchaser may hold the construction contracts directly or through a contract with another developer or entity where the other developer or entity holds the construction contracts. Absent an assignment of the resultant agreement between the selected Potential Purchaser and FMERA (known as the Purchase and Sale Agreement and Redevelopment Agreement ("PSARA")) to another entity, the selected Potential Purchaser shall remain solely responsible under the PSARA for the completion of the project. Interested parties may submit an Offer on behalf of a joint venture in accordance with Section 5.1, and different entities in the joint

venture may be responsible for different aspects of the proposed redevelopment. Any potential assignments by the Potential Purchasers of the resulting PSARA shall be subject to the provisions in Section 27 of the PSARA Template (Attachment #4).

The Property should be redeveloped as an inviting destination with open space, landscaping and improved streetscapes, and provide connectivity and interaction between new and existing development. The selected Potential Purchaser should plan for the continuation of the already established, publicly accessible, Fort-wide trail system. Modifications to the trail system to accommodate the proposed use of the Property are acceptable. However, continuation of the Fort-wide trail system is required. Potential Purchasers should also be aware that the installation or improvement of sidewalks is required along Avenue of Memories in the area outside of the County right-of-way and within the bounds of the Mega Parcel. In addition, proposals should incorporate sustainable and creative design that promotes the following:

a. Open Space, Placemaking, and Connectivity

- Promotes placemaking, incorporates open space including green space, trails and places for outdoor activities such as plazas, public squares, amphitheaters and other forms of outdoor open spaces.
- Designs open spaces to encourage indoor and outdoor physical activity in all seasons.
- Incorporates appropriate hard and soft landscaped surfaces, furniture, lighting, waterbodies and art works into open space planning and design.
- Includes and emphasizes vegetation, manicured areas, aesthetically pleasing site lines.

* **Land banking shall not be permitted.** The Authority requires that Offers submitted include a conceptual redevelopment plan for the entire property, including acreage that currently may be vacant and/or that was unused by the Army. Offers that depict portions of the parcel as unused or set aside for future considerations, other than setbacks, green space, and/or other requirements as set forth in the Land Use Rules, shall be considered non-compliant. Offers that depict portions of a parcel as subject to a later phase in the redevelopment shall not be deemed non-compliant so long as the Potential Purchaser clearly indicates and submits a phased redevelopment plan of the identified parcels with the corresponding redevelopment timeline. For areas that are proposed for later phases, the Potential Purchaser must commit to demolishing existing improvements that are not to be reused within two (2) years of closing. To ensure that any proposed open space remains open space in consideration of other possible uses of such open space, FMERA may require that large areas of open space included as part of a redevelopment plan be subject to an open space deed restriction.

b. Building Design and Architecture

- Features buildings with modern architecture, emphasizing unique building forms and material treatments such as glass, brick, & stone.
- Incorporates innovative design elements such as living wall, green roof and light well-solar atrium to take advantage of natural lighting.
- New development should be consistent with existing architectural facades (i.e., brick), particularly in and adjacent to the Fort Monmouth Historic District.

c. Sustainability and Resiliency

- Incorporates appropriate sustainability design principles, and Low Impact Development (LID) strategies such as rain garden, bio-retention pond or other appropriate green infrastructure.
- Incorporates renewable energy system such as roof top solar panels and solar canopies in the parking area.
- Promotes healthy, energy-efficient and cost-saving and green design and strives for LEED or similar accreditations.
- Building designs should incorporate consideration for end of functional life repurpose capability, so as to minimize the potential for wholesale demolition of functionally obsolete structures by future landowners/developers.

Proposals that incorporate the above design and development concepts, partially or in entirety, will be given higher scoring consideration than those that do not. Please see ATTACHMENT #3 to review the scoring criteria.

Mandatory Historic Considerations

When the Army sold the Fort Monmouth property to the State of New Jersey, the sale was subject to the terms of the Programmatic Agreement, available at this [link](#). The Programmatic Agreement governs the Historic Considerations for all land and buildings in the Fort Monmouth Historic District.

The following are mandatory requirements:

- All improvements in the Fort Monmouth Historic District must remain. While no land areas within the Mega Parcel include buildings as part of that Historic District, existing monuments such as the WWII memorial located within Greely Field and the flagpole & plaque at Cowan Park, shall not be disturbed.
- Greeley Field and Cowan Park shall not be fenced and must remain as deed-restricted open space per the historic covenants under the Programmatic Agreement and Reuse Plan. No permanent structures are permitted. Access must be provided to the public with prior permission coordinated between the selected Potential Purchaser and the host municipalities and/or Monmouth County.
- Monmouth County owns and maintains Avenue of Memories, as well as the iconic Johnston Gate arches, located at the entry to the Main Post. Potential Purchasers should be aware that the arches are anticipated to remain in perpetuity. The monuments that line the Avenue of Memories are also within the County right of way and are anticipated to remain in their current locations in perpetuity. The fencing along State Highway 35 may be removed.

Multi-Phase Redevelopment Project

As noted above, FMERA is open to considering a redevelopment project with multiple phases, so long as the proposal includes a commitment to demolish all existing improvements that have not been identified for reuse by the selected Potential Purchaser, across the entirety of the site and a plan to clear all debris within two (2) years of closing. This interim step to demolish buildings shall be part of the Potential Purchaser's project, which, as described in the Section "The Reuse Plan & Zoning" below, may require a Reuse Plan Amendment, subject to FMERA Board's approval in its sole discretion. Details regarding building demolition are available in Section 1.1.

As required by the Land Use Rules, the Potential Purchaser's proposed redevelopment project shall include a timeline (commencement and completion dates). If the Potential Purchaser proposes a multi-phase redevelopment project, the Potential Purchaser shall include a timeline (commencement and completion dates) for each phase.

The Reuse Plan & Zoning

Potential Purchasers are responsible for familiarizing themselves with the below "development districts" defined in the Land Use Rules and the allowable uses within each district, further defined below. A map of the development districts can be found in **ATTACHMENT #5** The below information is intended to outline the uses explicitly permitted under the [Reuse Plan](#) and the Land Use Rules; however, alternate uses may be considered. Any alternate use will be subject to a Reuse Plan Amendment, subject to FMERA Board approval, as a closing condition under the terms of the PSARA, including, but not limited to, Section 7(f). **Proposals shall be evaluated, in part, based on the positive economic impact to the State, which shall be determined by considering all uses included in the Proposal and the alignment with the Governor's Economic Plan's strategic priorities, including, but not limited to, life sciences, information and high tech, clean energy, food and beverage, and film and digital media uses.** Please see **ATTACHMENT #3**, to review the scoring criteria in further detail.

The below development districts are as defined under the Land Use Rules – N.J.A.C. 19:31C-3.3:

Eatontown Development Districts

Route 35 Lifestyle/Tech Center: This district lies just east of Route 35 and seeks to take advantage of the exceptional visibility that this roadway affords. The Land Use Rules envisions large-scale retail development near Route 35, together with residential, mixed-use, office, and institutional development further east.

Oceanport Development Districts

Horseneck Center: This district is the most diverse district within Fort Monmouth. In addition to encouraging a variety of residential housing types and mixed-use development, the Land Use Rules envisions a substantial amount of civic/institutional use. This district includes the Fort Monmouth Historic District, and, thus, has the largest number of historic buildings that the Programmatic Agreement requires be adaptively reused. The Programmatic Agreement also requires preservation of the Parade Ground (and associated World War II Memorial) & Cowan Park.

Education/Mixed-use Neighborhood: This district lies apart from the Oceanport Horseneck Center south of the tributary to Oceanport Creek and west of Main Street. The intent in the Land Use Rules is for this district to be used primarily as a residential district, with low- to medium-density housing and some supporting retail, office, and civic/institutional uses.

Green Tech Campus: The intent in the Land Use Rules is for this district to function as a hub for office/research and development (R&D) uses, with additional civic/institutional buildings, within a campus-like setting.

Table 1. Permitted principal uses by municipality and development district

	Residential Low Density	Residential Medium Density	Mixed-Use	Retail	Hospitality	Office/ Research	Institutional/ Civic	Open Space/ Recreation
Oceanport								
Horseneck Center	YES, via adaptive reuse of buildings north & south of Parade Ground	YES	YES, within 500' of Ocean-port Ave	YES, within 500' of Ocean-port Ave	YES, limited to the area north of Allen Ave	YES	YES	YES
Education/ Mixed-Use Neighborhood	YES	YES	YES	YES	NO	YES	YES	YES
Green Tech Campus	NO	NO	NO	NO	NO	YES	YES	YES
Eatontown								
Route 35 Lifestyle/Tech Center	NO	YES	YES	YES, within 1,500' of Rte 35	NO	YES	YES	YES

The following concern land uses by municipality and development district. Permitted principal uses shall be those specified above in Table 1:

Residential

- (1) Low density: Single-family detached, duplex (stacked vertically or side by side, in a detached structure), and townhouses (only one unit vertically, in attached structures providing up to eight units per structure). Each low-density unit shall have its own private entrance at the first level;
- (2) Medium density: Stacked flats (two to three units stacked vertically, in attached structures providing up to eight horizontal stacks per structure, total of 16 to 24 units per structure). Up to three stacked flat units may share one entrance at the first level. Apartment buildings with four or more units/building and with at least four units sharing each ground-level entrance.

Mixed-use

Buildings or structures with a variety of complementary and integrated uses, such as, but not limited to, residential, office, retail, public, and recreation, in a compact form. The majority of the ground-floor area of vertically mixed-use structures should be retail use. Upper stories should be residential or office use, as permitted within each development district.

Retail

- (1) Convenience retail: Smaller-scale businesses selling primarily food products, household items, newspapers and magazines, candy, and beverages, and a limited amount of freshly prepared foods such as sandwiches and salads for off-premises consumption;
- (2) Specialty retail: Businesses selling a single category of merchandise or a number of closely related categories;
- (3) Lifestyle retail: An unenclosed retail center featuring national specialty stores and restaurants (not drive-thru), with convenient and easily accessible parking and a pedestrian-friendly ambiance;
- (4) Entertainment retail: Uses including bowling alleys, cinemas, and live performance theaters;

- (5) Health clubs: Establishments that provide facilities for aerobic exercises, running and jogging, exercise equipment, game courts, swimming facilities, and saunas, showers, massage rooms, and lockers; and
- (6) Restaurants, cafes, and other dining establishments but not including drive-thru restaurants.

Hospitality/lodging

- (1) Hotels providing temporary lodging to the general public, and that may include additional facilities and services, such as restaurants, meeting rooms, entertainment facilities, personal services, health clubs, spas, and retail stores and services; and
- (2) Conference centers providing facilities for conferences and seminars, with accommodations for sleeping, food preparation and eating, recreation, entertainment, resource facilities, meeting rooms, fitness and health centers, and retail stores and services primarily for conference center guests.

Office/research

- (1) Offices for conducting the affairs of a business, profession, service, industry, or government and generally furnished with desks, tables, files, and communication equipment and where no manufacturing, assembling; or fabricating takes place;
- (2) Medical offices, including, but not limited to, medical, dental, and veterinary offices and clinics, and including hospitals;
- (3) Research and development (R&D) uses, including, but not limited to, facilities such as "wet" labs or places with running water, gases, special ventilation devices, chemicals, special heating, and electrical or electronic equipment, or use of animals or human subjects under controlled conditions; and
- (4) Warehouse uses including storage of goods and materials, light assembly, and distribution of materials.

Institutional/civic

Non-profit, religious, or public uses, such as a place of worship, museum, library, public or private school, childcare centers, family day care homes, recreational/community center, recreation facilities, hospital, homeless shelter, or governmental use.

Open space/recreation

- (1) Formal parks: Landscaped open spaces such as greens, squares, and linear parks;
- (2) Active recreation areas: Ball fields, hard surface courts, tracks, golf courses, playgrounds, swimming pools, recreation facilities, and other intensive recreational use;
- (3) Passive open space: Open space areas consisting primarily of lawns, meadows, and other unstructured open space, and parade grounds. Sculpture, memorials, and art installations are permitted uses within passive open spaces; and
- (4) Ecological area: Wetlands and associated buffer areas, floodplains, vegetated riparian corridors, and forested areas.

1.1 THE PROPERTY

The Mega Parcel is conveniently located adjacent to State Route 35, providing easy access to the Garden State Parkway, Route 18, NJ Transit Bus Lines & the Little Silver NJ Transit Train Station.

The Property contains approximately 1,541,500 +/- sf of existing buildings that may be demolished by the successful Potential Purchaser, at its sole cost and expense. Please see **ATTACHMENT #6** for a list of existing buildings and their respective square footage. Information within **ATTACHMENT #6** is generated from Army records. The Authority shall not be held liable for the completeness, accuracy, or inaccuracy of the information included within **ATTACHMENT #6**. With regards to the existing buildings on the Property, the Reuse Plan calls for some buildings to be reused and others to be demolished. As some of the identified reusable buildings have surpassed their useable life, the Proposed Purchaser may propose the demolition of all existing buildings to achieve the highest and best use of the Property. The proposed demolition of these buildings will require a Reuse Plan Amendment, which shall be subject to the FMERA Board's approval, at its sole discretion, as a closing condition under the terms of the PSARA, including, but not limited to, Section 7(f).

The westernmost 51.1 acres of the Property lie within the Phase 1 area of Fort Monmouth. The remaining 237.9 acres of the Property lie within the Phase 2 area of Fort Monmouth. The U.S. Army transferred Phase 1 and Phase 2 to FMERA on different dates through separate deeds. The U.S. Army transfer phase will not impact the subdivision of the Property at closing. Potential Purchasers should be aware that this Property spans both the Boroughs of Eatontown and Oceanport and will require Planning Board review and approval by the Borough in which the specific portion of the Property is located, as well as Mandatory Conceptual Review by FMERA. Please note that the existing boundary line between the Boroughs of Oceanport and Eatontown is under review by the Boroughs and is subject to change by the Boroughs as allowed under New Jersey law

Potential Purchasers should be aware that the Property is within the "Project Area" eligible for a plenary retail consumption license to sell alcoholic beverages pursuant to N.J.S.A. 33:1-12.52. Six special licenses were apportioned to the Borough of Eatontown. Four special licenses were apportioned to the Borough of Oceanport. To date, two special licenses have been sold and four remain in Eatontown. FMERA has issued liquor license letters of consent for three projects in Oceanport, and FMERA may still issue one more liquor license letter of consent for another project in Oceanport. The Authority makes no representation as to the availability or eligibility of a special license to the Potential Purchaser. The issuance of a liquor license letter of consent pursuant to N.J.S.A. 33:1-12.53 is subject to approval by the FMERA Board, in its sole discretion.

A map of the Property can be found in **ATTACHMENT #1** of this RFOTP.

With the exception of the Carve-out Parcels as described in Section 1.2, title to the Property is currently held by FMERA. Prior to transfer, the Army completed a Finding of Suitability to Transfer, which documents the environmental suitability of the Property for transfer to FMERA consistent with Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") Section 120(h) and Department of Defense ("DOD") policy. Pursuant to CERCLA, the Army retains responsibility for any environmental contamination (other than asbestos, lead-based paint, mold, petroleum products and their derivatives, PAHs and commercially-applied pesticides and termiticides) that may be present on the Property as of the date of closing with FMERA.

Potential Purchasers are hereby notified that registered pesticides may have been applied to the Property and may continue to be present. The Army has advised FMERA that where a pesticide was applied, it was applied in accordance with its intended purpose and consistent with the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. § 136, et seq., and other applicable laws and regulations. If the selected Potential Purchaser 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, the selected Potential Purchaser would assume all responsibility and liability therefore.

The selected Potential Purchaser will be afforded the opportunity to review the Army’s Finding of Suitability to Transfer and perform its own due diligence investigations prior to closing at its sole cost and expense.

The Army has conveyed title to the Property via quitclaim deed; accordingly, FMERA will also convey title to the Property to the selected Potential Purchaser via quitclaim deed. Offers shall not be contingent upon the conveyance of title to FMERA for all Carve-out Parcels prior to the closing by FMERA with the selected Purchaser on the Property.

FMERA is looking to accelerate closing and redevelopment of the Property to the extent possible. Accordingly, through its evaluation and scoring process, FMERA will evaluate more highly Offers that commit to realistic timelines that seek to expedite the time between submission of their Offers and closing on the Property. Potential Purchasers should carefully consider their proposed timelines (due diligence/approval period/construction timelines) as a material modification of these timelines during negotiations may lead to a re-evaluation of the Potential Purchaser’s score. Additionally, Potential Purchasers should be aware that the Initial Deposit shall become nonrefundable upon entrance into the Approval Period or upon request for an additional extension to the Due Diligence Period, as those terms are defined in ATTACHMENT #4 - Purchase and Sale Agreement and Redevelopment Agreement Template. The Second Deposit shall become nonrefundable upon the request of an additional extension to the Approval Period. Both the Initial and Second Deposit shall become nonrefundable upon expiration of the Approval Period or upon a request of a second extension to the Approval Period. See PURCHASE AND SALE AGREEMENT AND REDEVELOPMENT AGREEMENT TEMPLATE ATTACHMENT #4 for terms. Potential Purchaser may submit examples of prior timelines for past projects that it was able to meet for consideration by the Authority. See the Evaluation Score Sheet at ATTACHMENT #3 of this RFOTP.

1.2 CARVE-OUT PARCELS & TIDELANDS CLAIMS

CARVE-OUT PARCELS

Carve-out Parcels are areas on which there were or may have been environmental issues. Title to these Carve-Out Parcels was initially retained by the Army, but title has been transferred as the identified environmental issues have been resolved. Resolution may have entailed remediation or establishment of remediation action workplan. Title to the remaining Carve-out Parcels within the Property listed below are currently held by the Army, and FMERA is the contract purchaser through the Agreement with the Army. The below table provides an overview of these Carve-out

Parcels, including the status of the environmental investigation, remediation, or other action by the Army. Information detailing the below Carve-Outs can be found in **ATTACHMENT #7**.

Table 2. Carve-out Properties Within the Mega Parcel

Carve-Out	Acreage within Parcel B	Use	Status
ECP-38	.57 acres	Former Outdoor Firing Range	No Further Action Letter issued by NJDEP, Awaiting Transfer from Army to FMERA
Parcel 102B	0.7 acres	Former Skeet Range	No Further Action Letter issued by NJDEP, Awaiting Transfer from Army to FMERA
A portion of Carve-Out Parcel 44, the M3 Landfill	8 acres	Landfill	Capping work underway by the Army. Transfer to FMERA expected in 2023.
A portion of Carve-Out Parcel 44, the M5 Landfill	3.2 acres	Landfill	Ground soil capping underway, groundwater remediation planned. Transfer to FMERA expected in 2025.
Carve-Out Parcel 102A	.166 acres	Former Skeet Range	No Further Action Letter issued by NJDEP, awaiting Transfer from Army to FMERA expected in 2022.
Carve-Out Parcel 102C	.509 acres	Former Skeet Range, overlaps Landfill	Capping work underway by the Army. Transfer to FMERA expected in 2023.
Carve-Out Parcel 40, the M2 Landfill	5.672 acres	Landfill	Ground soil capping underway, groundwater remediation planned. Transfer to FMERA expected in 2025.
Carve-Out Parcel 52, IRP Site FTMM-53	1.186 acres	Former Gas Station	Groundwater pump and treat system, to

			include air sparging and soil vapor extraction wells, constructed and maintained at the site, groundwater modeling yet to commence. Transfer to FMERA expected in 2025.
Carve-Out Parcel 96, IRP Site FTMM-68	2.321 acres	Former Dry Cleaner	NJDEP issued RI/FS report letter that provides remediation action options. Army must respond and complete CEA report.
Carve-Out Parcel 79-UST 490-58	.093 acres	UST	No Further Action Letter issued by NJDEP, awaiting Transfer from Army to FMERA expected in 2021.
Carve-Out Parcel 82	.79 acres	Undeveloped – once considered under the Army’s Residential Communities Initiative (RCI) as a potential site for a new warehouse. A site investigation performed by the RCI contractor identified contaminants in site soils	No Further Action Letter issued by NJDEP, awaiting Transfer from Army to FMERA expected in 2021.
Carve-Out Parcel 83	8.247 acres	Former Industrial Processes and Motor Pool Operations	NJDEP issued RI/FS report letter that provides remediation action options. Army must respond and complete CEA report.
Carve-Out Parcel 90, IRP Site FTMM-57	.174 acres	Former Fuel Dispensing Station	RI/FS report is still under NJDEP review.
Carve-Out Parcel 103	.188 acres	Former Industrial Processes and Motor Pool Operations	NJDEP issued RI/FS report letter that provides remediation action options. Army

			must respond and complete CEA report.
Carve-Out Parcel 104	.186 acres	Former Industrial Processes and Motor Pool Operations	NJDEP issued RI/FS report letter that provides remediation action options. Army must respond and complete CEA report.
Carve-Out Parcel 44, the M4 Landfill	1.42 acres	Landfill	Capping work underway by the Army. Transfer to FMERA expected in 2023.

The Army has investigated and/or remediated all other Carve-out Parcels as needed and has transferred to FMERA. More information is available upon request.

Pursuant to CERCLA, the Army will retain responsibility for any environmental contamination (other than asbestos, lead-based paint, mold, petroleum products and their derivatives, PAHs and commercially-applied pesticides and termiticides) that may be present on the Carve-out Parcels outside of the delineated and capped landfill as of the date of closing with FMERA. Subject to the Army's prior approval, the selected Potential Purchaser will be afforded the opportunity to perform due diligence investigations on the Carve-out Parcels prior to closing at its sole cost and expense. Although closings on the Carve-out Parcels may occur separately, the selected Potential Purchaser is obligated to take title to the Carve-out Parcels within forty-five (45) days of transfer from the Army to FMERA.

Potential Purchasers are hereby notified that registered pesticides may have been applied to the Carve-out Parcels and may continue to be present. The Army has advised FMERA that where a pesticide was applied it was applied in accordance with its intended purpose and consistently with FIFRA, 7 U.S.C. § 136, et seq., and other applicable laws and regulations. If the selected Potential Purchaser takes any action with regard to the Carve-out Parcels, 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, the selected Potential Purchaser would assume all responsibility and liability therefore.

Copies of the Army's environmental reports relating to the Carve-out Parcels can be found at www.fortmonmouthrecords.com.

TIDELANDS CLAIMS

There are several unresolved tidelands claims across the Property. The table below provides an overview of the existing claims. See **ATTACHMENT #8** for a supporting map. Please note, the Potential Purchaser shall be responsible for completing a formal survey for all tidelands claims at its sole cost and expense. The selected Potential Purchaser will be responsible for resolving any outstanding claims at its sole cost and expense.

Table 3. Tidelands Claims Within the Mega Parcel

Claim Approximate Location	Acreage
Northeast of Oceanport Avenue (aka 400 Area)	.677
Northeast of Oceanport Avenue (aka 400 Area)	.008
North of Oceanport Avenue (aka 400 Area)	.001
North of Oceanport Avenue (aka 400 Area)	.009
West of Wilson Avenue / North of Avenue of Memories	.010
West of Wilson Avenue / North of Avenue of Memories (running north from the boundary of Avenue of Memories, extending west toward State Route 35)	1.905
South of Avenue of Memories	.501

1.3 PERSONAL PROPERTY

Consistent with federal Base Realignment and Closure (“BRAC”) law, FMERA may opt to sell the remaining furniture, fixtures and equipment located within the Property by public auction prior to closing. Any such furniture, fixtures and equipment remaining after completion of the auction(s) will be conveyed in as-is where-is condition.

1.4 FORT MONMOUTH’S REDEVELOPMENT STATUS

Fort Monmouth consists of 1,127 acres located in the Boroughs of Tinton Falls, Eatontown and Oceanport, New Jersey. Established in 1917 as Camp Little Silver, the Fort served as the home of the Signal Corps, and later the Communications and Electronics Command (CECOM). The Fort was designated for closure in the 2005 BRAC round, and formally closed in September 2011. FMERA entered into the Phase 1 Economic Development Conveyance Agreement with the Army in June 2012 and took title to an initial 55-acre tract of property in January 2013. FMERA entered into a second (Phase 2) EDC agreement in October 2016 and took title to most of the remainder of the property in November 2016.

To-date, over 75% of the Fort is sold, under contract, has a Board approved contract, or under negotiations. For more information about Fort Monmouth’s redevelopment status, please review FMERA’s 2020 [Annual Report](#).

Potential Purchasers shall be responsible for familiarizing themselves with the Fort’s redevelopment progress to-date. Potential Purchasers shall take surrounding developments into consideration when creating a conceptual redevelopment plan for the Mega Parcel. FMERA reserves the right to require changes during the negotiations to any aspect of a conceptual redevelopment plan that is incompatible with or potentially detrimental to neighboring development. Such aspects may include but are not be limited to: proximity of facilities that may produce significant noise, odors, excessive lighting and/or traffic to existing residential development, interference with sightlines or use of outdoor space when significant to business

operations, lack of appropriate screening and/or landscaping, and incompatible building facades. The aforementioned conditions are intended to serve as examples only. As further detailed in Section 1.0, building design and architecture should be consistent with or complementary to adjacent buildings, with particular consideration for the Fort Monmouth Historic District, McAfee Parcel, and Tech Campus A, where brick is the prominent architectural treatment on all surrounding improvements.

1.5 UTILITIES

When the Fort was active, the Army provided utility service via federal government-owned systems. In the 1990s, the Army entered into an agreement with New Jersey Natural Gas (NJNG) to install gas mains on the Fort, including the streets abutting and traversing the Property. The selected Potential Purchaser shall be responsible for establishing service directly with NJNG. Any maps or questions regarding gas should be directed to NJNG, as FMERA cannot verify any information regarding existing gas infrastructure.

Water service will be provided by New Jersey American Water (NJAW) via a newly installed 24” water main along the frontage of Avenue of Memories. FMERA contracted with NJAW for installation of this water main to replace the antiquated former Army main. Additional water connections may be available, as further detailed in **ATTACHMENT #9**.

Two Rivers Water Reclamation Authority (TRWRA) is the sole sanitary collection and treatment agency in the Borough of Oceanport. The Eatontown Sewerage Authority is the sole sanitary collection agency in the Borough of Eatontown. Currently, a formerly Army-owned and operated sanitary line along the frontage of Avenue of Memories serves as the primary existing connection to the Eatontown Sewerage Authority System in the Borough of Eatontown. A sanitary main in Sherrill Avenue serves as the primary connection to the TRWRA sewer system in the Borough of Oceanport. Additional sewer connections may be available in the future along Oceanport Avenue and Oceanport Way; however, all future design and installation is subject to the review and approval of TRWRA. Further information about existing, former Army owned lines and new utility service is available in **ATTACHMENT #9**. The selected Potential Purchaser shall be required to improve or replace sanitary systems within the Property based on the requirements of the respective utility providers and its anticipated site build-out.

Electrical power will be available via the FMERA owned and operated power grid unless or until an alternative source can be established with Jersey Central Power and Light (JCP&L). FMERA is conducting ongoing discussions with JCP&L for the eventual replacement of all or some of the existing power grid (e.g., substation and distribution lines). FMERA shall be responsible for acquiring and installing an electrical substation with a max load rating of 22MV to provide power the entire future redevelopment of Fort Monmouth. Should the selected Potential Purchaser require an electrical load greater than 10 MV, it shall be the responsibility of the selected Potential Purchaser to determine how, and from where, the balance of electrical power will be supplied at its sole cost and expense. The remaining 12 MV will be reserved for and/or utilized by the ongoing development outside of the Mega Parcel acreage, which consists of approximately 270 +/- acres, spanning Eatontown and Oceanport.

The selected Potential Purchaser will be responsible for making any needed improvements or upgrades to utility infrastructure within the footprint of the Property. The selected Potential Purchaser will also be expected to contribute toward off-site improvements to the extent required by its proposed development. **The selected Potential Purchaser shall be responsible for a FIVE MILLION DOLLAR (\$5,000,000) contribution towards off-site infrastructure improvements made by FMERA within the boundaries of Fort Monmouth, which shall be due as a lump sum at closing and is in addition to the purchase price for the Property. This contribution is separate and apart from any off-site improvements that may be required by the host municipalities, Monmouth County, or New Jersey Department of Transportation. The Five Million Dollar contribution is in addition to and shall not be utilized or substituted for utility contributions identified as the selected Potential Purchaser's obligation, including requirements to fund any excess capacity requirements for electric, sewer and water.**

1.6 ACCESS

FMERA will grant any reasonably necessary easements for access from the Property to currently existing public roads.

The intersection of State Highway 35 and Avenue of Memories is signalized, with four traffic lanes in each direction and a dedicated left turn lane. In addition, there is a right-turn only exit from the Property onto State Highway 35 that is located about 1,000 feet north of the Johnston Gate. FMERA will work cooperatively with the selected Potential Purchaser to evaluate any necessary upgrades to access from State Highway 35. Potential Purchasers should note that Avenue of Memories is a County-owned roadway. As stated above, the existing archways are County-owned and are anticipated to remain.

The eastern-most gate entering Fort Monmouth, located at the intersection of Avenue of Memories and Oceanport Avenue, is located within the Fort Monmouth Historic District and may not be disturbed. Potential Purchasers should note that Oceanport Avenue is a County-owned roadway. Any improvements to Avenue of Memories or Oceanport Avenue will be at the discretion of Monmouth County.

1.7 INFRASTRUCTURE DISTRICT; SALES TAXES

The New Jersey act creating FMERA, P.L. 2010, c.10 (N.J.S.A. 52: 27I-18 et seq.), allow FMERA to create infrastructure districts to support the redevelopment of the Fort. Retail sales within the districts will be exempt to the extent of 50% of the retail sales taxes normally collected by the State of New Jersey (except taxes generated from the retail sale of motor vehicles, alcoholic beverages, cigarettes, or energy), and FMERA may collect a franchise assessment not to exceed the remaining 50% of retail sales taxes normally collected, to be used by FMERA toward on-site or off-site infrastructure improvements, or parking or transportation facilities, or work that reduces, abates, or prevents environmental pollution, or other improvements that provide a public benefit within or to an infrastructure district. FMERA may, at its Board's discretion, opt to collect less than 50% of normal sales taxes through the franchise assessment, effectively allowing retailers to charge less than the sales tax rate imposed under the New Jersey Sales and Use Tax Act.

The Purchase and Sale & Redevelopment Agreement between FMERA and the selected Potential Purchaser shall require that, in the event FMERA creates an infrastructure district that includes the Property within its boundaries, the Potential Purchaser and any tenants operating a retail business on the Property shall apply to be a certified retail vendor.

1.8 AFFORDABLE HOUSING REQUIREMENT

If the Offer includes residential use on any portion of the Property, the selected Potential Purchaser must include a commitment that it will comply with any and all legally imposed affordable housing requirements, including but not limited to setting aside at least twenty (20%) percent of the housing units developed on the Property as affordable housing. These units shall be affordable to low- and moderate-income households as determined by New Jersey law. FMERA will reject any Offer that seeks to make the Offer price or the closing of title contingent on the selected Potential Purchaser's receipt of Low Income Housing Tax Credits ("LIHTCs") or other public financing or subsidies. The affordable housing component of the redevelopment may be accomplished directly by the selected Potential Purchaser or through a contract with an affordable housing developer. Interested parties may submit an Offer on behalf of a joint venture in accordance with Section 5.1, and different entities in the joint venture may be responsible for different aspects of the proposed redevelopment.

1.9 PREVAILING WAGE REQUIREMENT

Prevailing wage will apply only to the extent that a project includes "public work" as that term is defined in the New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. or if the applicant receives financial assistance from FMERA, the State or any other State entity. Notwithstanding the foregoing, any work (including but not limited to demolition, renovation or utility work) performed on the Property prior to the transfer of title to the selected Potential Purchaser shall also be subject to prevailing wage requirements. Additionally, any infrastructure improvements installed by the selected Potential Purchaser on FMERA-owned property or within public rights of way shall also be subject to prevailing wage obligations.

Effective April 1, 2020, the Public Works Contractor Registration Act ("Act"), N.J.S.A. 34:11-56.48 et seq., requires that any and all contractors on contracts that require payment of prevailing wage must be registered with the Department of Labor and Workforce Development and must submit to FMERA proof of the certificate of registration for any such contractor or subcontractor. Potential Purchasers cannot list contractors or subcontractors in any Offer for work subject to prevailing wage unless the contractor or subcontractor is registered at the time the Offer is made.

2.0 ADDITIONAL TERMS OF SALE

Pursuant to FMERA's Land Use Rules, all purchasers of real estate on Fort Monmouth must enter into a redevelopment agreement, which FMERA includes in a combined purchase and sale/redevelopment agreement ("PSARA"). The PSARA must contain the following provisions, which shall be covenants running with the land until the redeveloper completes the project:

- i. A provision limiting the use of the property to the uses permitted by the Reuse Plan or an amendment to the Reuse Plan as approved by the FMERA Board and uses permitted by the Land Use Rules or a use-type variance approved by the FMERA Board;
- ii. A provision requiring the redeveloper to commence and complete the project within a period of time that FMERA deems reasonable; and
- iii. A provision restricting the transfer of the property or the redeveloper's rights under the PSARA prior to completion of the project.

The PSARA shall require the redeveloper to commit to its project commencement and completion and its job creation obligations by posting bonds or providing other assurances. See section 5.1(h) below for additional information regarding job creation requirements.

The Property also includes Building 502, now designated as 401 Caren Franzini Way, the former Army library, which has been renovated and now serves as the FMERA office headquarters. Following closing, the selected Potential Purchaser shall be required to lease the former library building 502 to FMERA for ONE DOLLAR (\$1) triple-net for six (6) years and provide three (3) two-year renewal options at the same rent (which options shall be at FMERA's sole discretion). Please find the non-negotiable lease terms of the required lease detailed in **ATTACHMENT #10**. FMERA intends to issue a template lease agreement via addendum prior to the conclusion of the proposal submission period, ending January 12, 2022.

3.0 PUBLIC INSPECTION OF DOCUMENTS

Due diligence material and documents pertaining to the Property and/or building(s) are available for the review by Potential Purchaser(s) at www.fortmonmouthrecords.com. Interested Potential Purchasers may also make copies of certain paper documents held by FMERA during normal business hours. Interested Potential Purchasers should schedule an appointment and follow all current social distancing protocols. Interested Potential Purchasers may also request digital copies of certain paper documents held by FMERA during normal business hours. Interested Potential Purchasers should be advised that a response may take up to five (5) business days. **Please note:** FMERA does not warrant the accuracy or completeness of any documents originated by the Army or other sources. Copies of any documents requested that are larger than legal size shall be made at the expense of the Potential Purchaser. A copy of digital files will also be available upon request without charge. Limited materials and documents will be available for review and inspection during the tour referred to in Section 4.0 below.

Materials made available by FMERA for public inspection are offered "as is" and "where is" and they may include pertinent information regarding building plans, the environmental conditions, utility access, and other information related to these facilities. However, FMERA shall not be held responsible or liable for the accuracy or inaccuracy of such information or materials reviewed or obtained. All Potential Purchasers shall be wholly responsible for their own due diligence efforts. Any information obtained by the Potential Purchaser(s) shall become the property of the Authority immediately upon the Potential Purchaser's submission of its offer and the release of such

information by the Potential Purchaser to a third party shall only be made with the written approval of the Authority.

4.0 TOURS

Walk-through tours will commence on October 21, 2021 at 10:00 A.M. Tours will be available Monday through Thursday. The last day to request a walk-through tour of the Property is January 3, 2022 at 4:00 P.M. Please schedule a walk-through tour by contacting Regina McGrade at rmcgrade@njeda.com or 732-720-6350. Please note, due to the ongoing COVID-19 pandemic, all visitors will be required to wear a mask and practice social distancing at all times. Interested Potential Purchasers are required to cancel and reschedule any planned tours in the event any member of the tour group has been or may have been exposed to COVID-19 within the past fourteen (14) days. All Potential Purchasers shall abide by, at their own cost and expense, any and all Executive Order(s) pertaining to safety precautions required as a result of COVID-19 throughout the proposal, negotiation, purchase and redevelopment processes.

FMERA will be scheduling a pre-proposal, virtual overview of the Property and discussion of its planned redevelopment for interested Potential Purchasers. The scheduled date and time, as well as a link to the event, will be shared via addendum and posted publicly to the FMERA website, www.fortmonmouthnj.com. The presentation will be recorded and posted to the FMERA website for public access at any time.

5.0 OFFER SUBMISSION

Five (5) copies of the Offer (one (1) unbound, original; three (3) bound copies and one (1) copy in PDF format on a CD or flash drive) must be submitted marked “REQUEST FOR OFFERS TO PURCHASE FOR THE SALE OF REAL AND PERSONAL PROPERTY” in a sealed package and addressed to:

Bruce Steadman
Executive Director
Fort Monmouth Economic Revitalization Authority

Offers must be received by January 12, 2022 at 12:00 P.M., Eastern Standard Time (EST). Offers may be delivered via an overnight service (FedEx or UPS) to 100 Barton Avenue, Oceanport, NJ 07757.

Hand delivered Offers must be received at the FMERA Offices located at 502 Brewer Avenue (aka Caren Franzini Way)), within the former Fort Monmouth Army Post by January 12, 2022 at 12:00 P.M. EST. Access to the FMERA Staff Office is via County Route 537. Enter the Fort from either Route 35 in Eatontown or Oceanport Avenue in Oceanport.

For USPS mail delivery, please mail to FMERA, P.O. Box 267, Oceanport, NJ 07757. All USPS mail deliveries must be received by January 12, 2022 at 12:00 P.M. EST.

No faxed or email offers will be accepted. Offers received after the time and date listed above will not be accepted.

Offers will be publicly opened on January 12, 2022 at 12:30 P.M. at the FMERA Offices located at 502 Brewer Avenue (aka Caren Franzini Way), Oceanport, NJ, on the former Fort Monmouth Army Post. Due to the ongoing COVID-19 pandemic, and subject to any applicable Executive Orders, all attendees will be required to wear a mask and practice social distancing at all times, unless or until relevant guidelines are modified. Additionally, only one (1) representative per Offer will be permitted to attend the public opening due to capacity restrictions.

The Authority will not be responsible for any expenses in the preparation and/or presentation of the Offers or for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

The Authority reserves the right to request additional information if necessary, or to reject all Offers pursuant to N.J.A.C. 19:31C-2.13, and, in its sole discretion, in accordance with applicable laws, waive any irregularities or informalities, in the Offers submitted. The Authority further reserves the right to make such investigations, in accordance with applicable laws, as it deems necessary, as to the qualifications of any and all firms submitting Offers. In the event that all Offers are rejected, the Authority reserves the right to re-solicit Offers.

The Authority also may seek to obtain business terms that better suit the interests of the Authority and the redevelopment plans for Fort Monmouth, price and other factors considered, by negotiating with the Potential Purchaser(s) that submit the best Offer(s) as determined in accordance with the evaluation criteria set forth in this RFOTP. The Authority reserves the right to exclude from negotiations any and/or all Offers received based on the initial submissions. Negotiations with a Potential Purchaser shall not preclude the Authority from negotiating with other Potential Purchasers unless the Authority has entered into an exclusive negotiating period with a Potential Purchaser in accordance with N.J.A.C. 19:31C-2.16.

Potential Purchasers may withdraw their Offers at any time prior to the response due date and time, as indicated on the cover page to this RFOTP, by written notification to FMERA signed by an authorized agent of the firm(s). Offers may thereafter be resubmitted, but only up to the response due date and time.

The Potential Purchaser assumes sole responsibility for the complete effort required in this RFOTP. No special consideration shall be given after the Offers are opened because of a Potential Purchaser's failure to be knowledgeable about all requirements of this RFOTP. By submitting an Offer in response to this RFOTP, the Potential Purchaser represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFOTP.

By submitting an Offer in response to this RFOTP, each Potential Purchaser agrees to hold its Offer open for at least ninety (90) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by FMERA will not be binding on FMERA. FMERA reserves the right, upon good cause shown, to the

satisfaction of FMERA's staff, to allow a Potential Purchaser to withdraw its Offer after Offers have been opened.

Documents and information submitted in response to this RFOTP shall become property of the Authority and shall be available to the general public as required by applicable law, including the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and common laws and New Jersey right-to-know laws.

Communications with representatives of the Authority by the Potential Purchaser or the Potential Purchaser's representatives concerning this RFOTP are **NOT** permitted from the date of issuance of this RFOTP until the date of the award of the contract by FMERA except as set otherwise forth in this RFOTP, including, but not limited to, Section 4 above, Section 6 below, or through negotiations initiated by the Authority. Communications regarding this RFOTP in any manner not permitted by this RFOTP **will result in the immediate rejection** of the Potential Purchaser's Offer.

5.1 OFFER REQUIREMENTS

In order to be considered, all offers to purchase from the Authority must include the following:

- a. **Cover Letter.** A letter identifying the Offerors and the Offer and disclosing the documentation included. The Potential Purchaser must indicate the name and contact information for the individual who will be its senior contract person for its Offer. The Potential Purchaser must also indicate whether the firm is operating as an individual proprietorship, partnership, corporation, a joint venture¹ or a governmental entity. The cover letter must also indicate the state of incorporation of the Potential Purchaser. A selected Potential Purchaser shall not be permitted to assign the redevelopment project, or any portion thereof, to any entity that is not an Affiliate (as that term is defined in **ATTACHMENT #4 – PSARA Template**) at any stage prior to the issuance of a Certificate of Completion by FMERA.
- b. **Price Submittal.** A signed document stating the proposed purchase price for the land and building(s). The proposed purchase price must be typewritten, photocopied, or written in ink or some other indelible substance. Identify any closing contingencies and specify the time period required to satisfy any closing contingencies.

The Mega Parcel has been appraised at \$54 Million Dollars and FMERA's is seeking offers that reflect the Property's market value. **FMERA reserves the right to reject any and all proposals when it is in the best interests of the Authority, price and other factors considered, based on the proposed purchase price, as compared to the appraised value and past bids received for other property, FMERA's financial**

¹ A joint venture must identify a single point of contact. The person identified will be the senior contact person for the joint venture and will be the main point of contact for any matters pertaining to the joint venture's work and will also be responsible for the performance of the contract, overseeing the jobsite, and reporting to and implementing the instructions of the joint venture. In addition, the Offer must identify the scope of work for each firm in the joint venture. The Authority will not accept an Offer from separate firms without a joint venture agreement, and all contract compliance forms from each business entity participating the joint venture.

needs/obligations, the proposal's inclusion of proposed job creation, capital investment, and overall economic impact, and overall impact.

- c. **Offer Deposit.** A payment of five (5%) percent of the purchase price offered by the Potential Purchaser which shall be held in an interest-bearing account as an initial deposit and applied to the purchase of the Property for the Offer by the selected Potential Purchaser; the five percent deposit shall be returned to all other Potential Purchasers after an Offer has been selected by the FMERA Board. An additional deposit of ten (10%) percent of the offer price shall be payable to the Authority on the earlier of:
- i. FMERA and the Potential Purchaser entering into an exclusive negotiating period in accordance with N.J.A.C. 19:31C-2.16; or
 - ii. a Purchase & Sale Agreement and Redevelopment Agreement ("PSARA") with FMERA being fully negotiated and signed by the Potential Purchaser. The initial deposit and the additional deposit shall be applied to the purchase price at closing.

The deposit shall be in the form of a certified, cashier's or bank check made payable to the Authority issued by a FDIC accredited financial institution.

The deposit may also be a wire transfer of immediately available funds. Please contact Regina McGrade at rmcgrade@njeda.com or 732-720-6350 for wiring instructions.

- d. **Conceptual Redevelopment Plan.** A conceptual redevelopment plan, including a schematic site plan, 3-D/artists' rendering or elevations showing typical building design, open space design or other key design improvements, if any, at the Property, as well as their estimated costs and the manner in which such improvements shall comply with the requirements of the Reuse Plan and the Land Use Rules adopted by the Authority, or in the case of an Offer for an alternative use, the manner in which such improvements shall comply with the requirements of the Land Use Rules for the proposed alternative use.
- e. **Financing Plan.** State your proposed capital investment and list your financial(s) and committed resources evidencing the Potential Purchaser's financial ability to meet the financial requirements of the proposed redevelopment plan. If the Potential Purchaser is relying on any owner or member to meet its financial requirements, that person must be identified and cannot be substituted without FMERA's prior written consent. **Please note that if a Potential Purchaser fails to provide detailed and specific information in support of its Financing Plan, and FMERA is unable to evaluate Potential Purchaser's financial capability to meet the proposed terms of purchase and project completion using the information provided in the Offer and publicly available information, its Offer may receive a score as low as zero in category #5 of the Evaluation Score Sheet at ATTACHMENT #3 of this RFOTP.**
- f. **Schedule of Critical Paths.** A detailed summary of time to complete purchase (including required due diligence and approval periods), construction schedules,² and estimated

² It is a requirement that the contract include commencement and completion deadlines for the redevelopment project, or any portion thereof. See **Attachment #4.**

leasing and/or resale timeframe if applicable. Please note that FMERA's Land Use Rules contain a procedural section that outlines the site plan application and approval process.

- g. **Planning, Design, Management & Organizational Plan.** A detailed summary of management and experience, organizational chart, as well as total number of other projects of similar size completed by the Potential Purchaser. Also, include a list of potential planning and design consultants outside the Potential Purchaser's organization with specific information documenting the consultants' work on similar projects. Following the contract award, if any individual identified for managerial experience or experience needs to be substituted, the selected Potential Purchaser shall notify FMERA's Executive Director, in writing, and provide a detailed justification documenting the need for the substitution.
- h. **Jobs Generation.** Provide an estimated number of construction jobs and permanent jobs (specifying those new to New Jersey vs. those retained within the State) to be created at the Property. **Selected Potential Purchaser shall be held to a minimum permanent jobs creation number based on this estimate. The PSARA shall provide for liquidated damages should the selected Potential Purchaser fail to meet its permanent job creation estimate. The amount of liquidated damages shall be negotiated with the Potential Purchaser.**
- i. **Economic Impact Study.** Due to the scale of the Property for sale, FMERA will allow Offers to propose uses that deviate from the allowable uses set-forth under the Reuse Plan and the Land Use Rules, subject to approval of a Reuse Plan Amendment by the FMERA Board at its sole discretion, so long as the Potential Purchaser can demonstrate how the proposal (1) achieves the highest and best use of the Property in accordance with the key sectors in the Governor's Economic Plan (available at <https://www.njeda.com/economicplan/>) and (2) will generate a significant economic impact. **Potential Purchasers shall be required to provide an economic impact study, detailing how the host municipalities, County, and State are impacted by the proposed development.** The Economic Impact Study shall include, at a minimum, the potential full time and part time job creation in the industry groups anticipated to be located at the Property and the capital investments over time with multiplier effects and projections in the key industry groups anticipated to be located at the Property, such as retail and commercial, and housing.
- j. **Disclosure of Investment Activities in Iran.** A completed and signed Disclosure of Investment Activities in Iran form.
- k. **Chapter 51 Form.** A completed and signed Chapter 51 form, as discussed in Section 7.1.

6.0 QUESTIONS AND ANSWERS

The Authority will accept questions from Potential Purchasers regarding any aspect of this RFOTP via e-mail only until 5:00 p.m. Eastern Daylight/Standard Time on January 3, 2022. Questions should be directed via e-mail to:

sgiberson@njeda.com

All answers to questions posed will be posted on the Authority website at www.fortmonmouthnj.com through addenda (if any) to this RFOTP made available to all Potential Purchasers at the Authority website. Other forms of communications regarding questions to the RFOTP will not be permitted, and as discussed in Section 5, will result in the immediate rejection of the Potential Purchaser's Offer.

At the conclusion of the Questions and Answers (Q&A) period, except for requests for status updates, communication with the Authority regarding this RFOTP shall continue to be restricted until such time as the Authority distributes a Conditional Notice of Award letter to each Potential Purchaser. Potential Purchasers may request a status update via email to:

sgiberson@njeda.com

Other forms of communications regarding status of the RFOTP will not be permitted and will result in the immediate rejection of the Potential Purchaser's Offer.

7.0 COMPLIANCE WITH STATE LAW REQUIREMENTS

7.1 Chapter 51/Executive Order No. 117

Public Law 2005, c. 51 ("Chapter 51") and Executive Order 117 (Corzine 2008) ("EO 117") safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof.

The terms, restrictions, requirements, and prohibitions set forth in Chapter 51 and EO 117 are incorporated into this RFOTP by reference as material terms of this RFOTP and the resulting PSARA with the same force and effect as if Chapter 51 and EO 117 were stated here in their entirety. Compliance with Chapter 51 and EO 117 by the selected Potential Purchaser shall be a material term of this RFOTP and the resulting PSARA.

I. Definitions:

For the purpose of this section, the following terms shall be defined as follows:

(a) "Contribution" means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act," L. 1973, c. 83 (N.J.S.A. 19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1:

(b) "Business Entity" means:

(i) A for-profit entity as follows:

- (1) In the case of a corporation: the corporation, any officer of the corporation, and any Person or business entity that owns or controls 10% or more of the stock of the corporation;
 - (2) In the case of a general partnership: the partnership and any partner;
 - (3) In the case of a limited partnership: the limited partnership and any partner;
 - (4) In the case of a professional corporation: the professional corporation, and any shareholder or officer;
 - (5) In the case of a limited liability company: the limited liability company and any member;
 - (6) In the case of a limited liability partnership: the limited liability partnership and any partner;
 - (7) In the case of a sole proprietorship: the proprietor; and
 - (8) In the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;
- (ii) Any subsidiary directly or indirectly controlled by the business entity;
- (iii) Any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee;
- (iv) With respect to an individual who is included within the definition of Business Entity, such person's spouse or civil union partner, and any child residing with the individual, provided, however, that, this shall not apply to a Contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such Contribution is one of the actions constituting a breach listed in section 9 of L. 2005, c. 51 (N.J.S.A.19:44A-20.21).

II. Breach of Terms of Chapter 51/EO 117

It shall be a breach of the terms of this RFOTP and the resulting PSARA for the selected Potential Purchaser, if included in the definition of Business Entity, and any other Business Entity to do any of the following:

- (a) Make or solicit a Contribution in violation of Chapter 51 or EO 117;
- (b) Knowingly conceal or misrepresent a Contribution given or received;

- (c) Make or solicit Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution;
- (d) Make or solicit any Contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
- (e) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the Business Entity directly, would violate the restrictions of Chapter 51 or EO 117;
- (f) Fund Contributions made by third parties, including consultants, attorneys, family members, and employees;
- (g) Engage in any exchange of Contributions to circumvent the intent of Chapter 51 and EO 117;
- (h) Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO 117; or
- (i) Make any material misrepresentation in any Certification and Disclosure required by Chapter 51.

III. Certification and disclosure requirements:

- (a) The Authority shall not enter into a contract with a Business Entity to procure services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500 if that Business Entity has solicited or made any Contribution during certain specified time periods. (a) Prior to entering any contract with any Business Entity, the Business Entity proposed as the selected Potential Purchaser under the contract shall submit the Certification and Disclosure form, certifying that no Contributions prohibited by Chapter 51 or EO 117 have been solicited or made by the Business Entity and reporting all Contributions the Business Entity made during certain prior years. The Chapter 51/EO 117 Certification and Disclosure form can be found online by going to the following web link and scrolling to “VENDOR FORMS REQUIRED FOR CONTRACT AWARD” under: <http://www.state.nj.us/treasury/purchase/forms.shtml>.
- (b) Further, the selected Potential Purchaser is required, on a continuing basis, to report any contributions and solicitations Potential Purchaser makes during the term of the contract, and any extension(s) thereof, at the time any such contribution or solicitation is made.
- (c) Potential Purchaser’s failure to submit the required form will prevent FMERA from entering into a Purchase and Sale Agreement with the Potential Purchaser. The State Treasurer or his designee shall review the form submitted by the Potential Purchaser pursuant to this section, as well as any other pertinent information concerning the Contributions or reports thereof by the intended Potential Purchaser, prior to award, or during the term of the retention agreement. If the

State Treasurer determines that any Contribution or action by the Potential Purchaser violated Chapter 51 or EO 117, the State Treasurer shall disqualify the Potential Purchaser from award of such contract. If the State Treasurer or his designees determines that any Contribution or action constitutes a breach of contract, pursuant to Chapter 51 and EO 117, the State Treasurer shall disqualify the Potential Purchaser from award of such contract.

Please refer to ATTACHMENT #2 for copies of the Information and Instruction and Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions. Failure to submit the attached Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form shall be cause for rejection of your Offer. The Potential Purchaser selected to provide services to the Authority shall maintain compliance with Chapter 51 and EO 117 during the term of the PSARA.

7.2 Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, all Potential Purchasers that submitted an Offer in response to this RFOTP must submit, prior to the award of the contract resulting from this RFOTP, the Potential Purchaser's certification that neither the Potential Purchaser, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the State of New Jersey Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Potential Purchaser is unable to so certify, the Potential Purchaser shall provide a detailed and precise description of such activities. **A copy of the Disclosure of Investment Activities in Iran form included in ATTACHMENT #2 must be completed and submitted by each Potential Purchaser with its Offer.**

7.3 Standards Prohibiting Conflicts of Interest

The following prohibitions shall apply to all contracts made with the Authority:

- (a) No Potential Purchaser shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any Board member, officer or employee of the State or the Authority, or special State officer or employee as defined in N.J.S.A. 52:13D-13(b) and (e) ("State Employee"), or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13(i) of any such State Employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g).
- (b) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by a State Employee shall be reported in writing forthwith by the Potential Purchaser to the State Attorney General and the State Ethics Commission.
- (c) No Potential Purchaser may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement express or implied, or sell any interest in such Potential Purchaser to any State Employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13(g). The selected Potential Purchaser shall report in writing any relationships subject to this provision to the State Ethics Commission, which may grant a waiver of this restriction upon

application of the State or Authority employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest.

(d) No Potential Purchaser shall influence, or attempt to influence or cause to be influenced any State Employee in his official capacity in any manner which might tend to impair the objectivity or independence or judgment of said Board member, officer or employee.

(e) No Potential Purchaser shall cause or influence, or attempt to cause or influence, any State Employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Potential Purchaser or any other person.

(f) It is agreed and understood that the Authority reserves the right to determine whether a conflict of interest or the appearance of a conflict of interest exists which would under State law adversely affect or would be contrary to the best interest of the Authority.

(g) In the event of a breach or violation by the selected Potential Purchaser of this Section 7.3, the Authority shall have the right to declare an Event of Default and terminate the PSARA without liability to the Authority.

7.4 Record Retention

The selected Potential Purchaser shall maintain all documentation related to the purchase and development of the Property for a period of five (5) years from the date of completing the development of the Property. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

8.0 EVALUATION CRITERIA

FMERA will evaluate each Offer received in accordance with this RFOTP and shall identify the Offer(s) determined to be responsive to all material elements set forth in this RFOTP, including, but not limited to, the items listed in Section 5.1. **ATTACHMENT #3** contains the proposed evaluation score sheet and weightings.

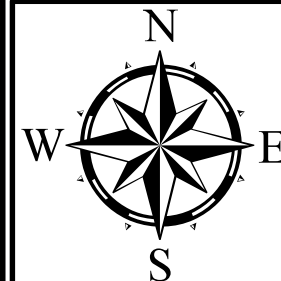
Potential Purchasers must be prepared to commit to their job creation estimate in the PSARA. FMERA is looking to accelerate closing and redevelopment to the extent possible. FMERA shall be under no obligation whatsoever, legal or otherwise, to sell or convey the Property, or any interest in it, unless and until a Purchase and Sale Agreement and Redevelopment Agreement (PSARA) is fully negotiated with a Potential Purchaser and approved for execution by the FMERA Board of Members in its sole and absolute discretion. No Potential Purchaser or other party shall have any legal right or interest in the Property unless and until a PSARA is properly executed and delivered by FMERA.

9.0 PURCHASE AND SALE AGREEMENT AND REDEVELOPMENT AGREEMENT TEMPLATE

ATTACHMENT #4 contains the template Purchase and Sale Agreement and Redevelopment Agreement (PSARA Template). The business terms of the PSARA are negotiable, subject to the mandatory terms of this RFOTP. Non-business terms may be negotiated in cases where the Property or some other related aspect of the redevelopment requires modification. This PSARA Template shall be the basis for the final contract, subject to approval by the FMERA Board, in its




sole discretion. Any changes to the PSARA Template before the Offers are due shall be issued by addendum; however, FMERA reserves the right to revise the PSARA Template during negotiations with a Potential Purchaser.

ATTACHMENT #1
Description of Property



MEGA PARCEL
RFOTP Map - August 18, 2021
Main Post
Fort Monmouth
Monmouth County, NJ

Legend

-  Fort Parcels
 MEGA Parcel
 (290 Acres +/-)
 Municipal Boundary

*For reference purposes only.
Subject to formal survey.
May not account for all existing or
future rights-of-way, easements or
potential environmental issues.*

Prepared By: KEDantes
Date: 8/23/2021

1" = 720 feet

PROGRESS PRINT - NOT FOR FINAL USE



BOROUGH OF OCEANPORT



BOROUGH OF EATONTOWN

FILE E:\GIS\KDantes\MEGA_RECTP MAP 08182021.mxd 8/23/2021 - Coordinate System: NAD 1983 StatePlane New Jersey FIPS 2900 Feet

**ATTACHMENT #2
REQUIRED FORMS**

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bso/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification ☐**

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS "sole officer" after the officer's name.)
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholders of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

- 1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

- 2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:**

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

- 3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:**

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

**If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

Part 3: Certification (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- 1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- 2. All reportable contributions made by or attributable to the business entity have been listed above.**

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

ATTACHMENT #3
EVALUATION SCORE SHEET

Fort Monmouth Economic Revitalization Authority (FMERA)
Request for Offers to Purchase
Fort Monmouth -- Mega Parcel RFOTP

Potential Purchaser: _____

Evaluator #: _____

<u>Sample Score Sheet</u>	<u>Score 0-10</u> x	<u>Weight</u> =	<u>Criterion</u> <u>Score</u>
1. Purchase price		30	
2. Estimated permanent jobs to be created at or relocated to the parcel		20	
3. Purchase terms including expedited but realistic timeline to closing (which includes due diligence period and time needed to obtain approvals) and for construction, as well as payment for such period		10	
4. Proposed project capital investment		30	
5. Potential Purchaser(s) financial capability to meet the proposed terms of purchase and project completion		10	
6. Impact to host municipality including commitment to: create a forward-looking and transformative project that aims to meet the highest standards of economic development with integrated commercial and amenity-based uses, along with public spaces that support FMERA's goal of developing a vibrant, walkable community; incorporates creative and sustainable design elements outlined in the RFOTP		20	
7. Positive economic impact to the State considering all uses included in the proposal and considering the alignment with the Governor's Economic Plan's strategic priorities, including but not limited to life sciences, information and high tech, clean energy, food and beverage, and film and digital media		30	
Total Score		150	

ATTACHMENT #4
PURCHASE AND SALE AGREEMENT AND REDEVELOPMENT AGREEMENT
TEMPLATE

NOTE: THE CARET CHARACTER (“^”) IS USED IN THIS TEMPLATE TO NOTE FIELDS OR INFORMATION THAT MAY NOT BE APPLICABLE TO EVERY OFFER OR PROJECT (FOR EXAMPLE, PROVISIONS APPLICABLE ONLY TO OFFERS WITH RESIDENTIAL USES) OR INFORMATION THAT WILL BE FILLED OUT BASED ON THE OFFER AND NEGOTIATED TERMS.

**PURCHASE AND SALE AGREEMENT
AND REDEVELOPMENT AGREEMENT**

BETWEEN

FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY

As Seller,

AND

_____,
As Purchaser

As of _____, 20__

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EXHIBIT LIST

A – Conceptual Site Plan

B – Boundary Survey & Description of Property (to be provided at a later date)

C – Job Creation Promissory Note (to be provided at execution)

D – Quitclaim Deed from Army to FMERA

**PURCHASE AND SALE AGREEMENT AND
REDEVELOPMENT AGREEMENT**

This **PURCHASE AND SALE AGREEMENT AND REDEVELOPMENT AGREEMENT** (this “**Agreement**”) is made as of _____, 20____ (the “**Effective Date**”) between **Fort Monmouth Economic Revitalization Authority** (“**FMERA**” or “**Seller**”), a public body corporate and politic constituted as an independent authority and instrumentality of the State of New Jersey, pursuant to P.L. 2010, c. 51, N.J.S.A. 52:27I-18 et seq., whose address is 502 Brewer Avenue, Oceanport, New Jersey 07757, and _____ (“_____” or “**Purchaser**”), a _____ of the State of New Jersey, whose address is _____. Seller and Purchaser are collectively referred to herein as the “**Parties**”.

WITNESSETH:

WHEREAS, pursuant to the Defense Base Closure and Realignment Act of 1990, Pub.L.101-510 (10 U.S.C. § 2687), on behalf of the United States Secretary of Defense, the Office of Economic Adjustment recognizes the Seller as the local redevelopment authority for Fort Monmouth, located in the Boroughs of Tinton Falls, Eatontown and Oceanport, New Jersey; and

WHEREAS, FMERA has adopted the Fort Monmouth Reuse and Redevelopment Plan, as same may be amended from time to time (the “**Reuse Plan**”) which governs land use at the Property in conjunction with the land use regulations set forth at N.J.A.C. 19:31C-3.1 et seq. (the “**Land Use Regulations**”); and

WHEREAS, the United States Department of the Army (the “**Army**”) and Seller executed an Economic Development Conveyance Agreement (“**EDC Agreement**”) dated (Phase 1- June 25, 2012 or Phase 2-October 25, 2016) outlining the terms and conditions of the transfer of certain portions of Fort Monmouth, which includes the transfer of the “**Property**” (hereinafter defined) from the Army to Seller; and

WHEREAS, Seller acquired title to certain property identified on the official tax map of ^ _____ as a portion of Block _____, Lot _____, and more commonly known as _____ (“_____”), from the Army via a quitclaim deed recorded with the Monmouth County Clerk on

_____ in Book _____ at Pages _____ et seq., incorporated herein by reference (the “**Army Quitclaim Deed**”) along with sufficient adjoining property in order to provide for free and unencumbered ingress and egress to and from the Property to and from adjoining dedicated and proposed public streets so that Seller is able to convey the Property to Purchaser, in accordance with the terms, conditions, covenants and restrictions as set forth in the Army Quitclaim Deed; and

WHEREAS, FMERA publicly advertised a Request for Offers to Purchase (“**RFOTP**”) the ^_____ consisting of buildings and land located at ^_____ situated on an approximately ^_____ (the “**Property**” as further identified, described and defined herein), in accordance with FMERA’s Rules for the Sale of Real and Personal Property, N.J.A.C. 19:31C-2.1 et seq.; and

WHEREAS, FMERA selected _____ as the Purchaser based upon the following factors concerning the Project that are material to Seller’s selection of the Purchaser: i) Purchase Price; ii) estimated jobs to be created at or relocated to the Property; iii) the purchase terms, including Due Diligence Period (hereinafter defined) as well as payment for such period; iv) the proposed Capital Investment (hereinafter defined); v) Purchaser’s financial capability to meet the proposed terms of purchase and Project completion; vi) the future use of the Property; and vii) the impact upon the Municipalities; and

WHEREAS, as of the Effective Date or upon New Jersey Economic Development Authority’s (“**NJEDA**”) approval of this Agreement (whichever occurs later), Purchaser is the designated redeveloper of the Property pursuant to N.J.S.A. 52:27I-38; and

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the Property, subject to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the mutual receipt and legal sufficiency of which the Parties hereby acknowledge Seller and Purchaser hereby agree as follows:

1. **Recitals.**

The Recitals are imported by reference into this Agreement as if set out and repeated in full herein.

2. **Definitions.**

For all purposes of this Agreement, the following terms shall have the respective meanings set forth below:

- a. **“Affiliate”** means with respect to Purchaser, any other Person directly controlling or controlled by, or under direct common Control with _____. For purposes of this definition the term (**“Control”**) (including the correlative meanings of the term “controlled by” and “under common control with” as used with respect to Purchaser), shall mean the possession, directly, of the power to direct or cause the direction of the management, operations and policies of the Purchaser, whether through the ownership of voting securities or by contract or otherwise.
- b. **“Affiliate Urban Renewal Entity”** means an entity meeting the requirements of Section 27 and qualifying under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.
- c. **“Affordable Home”** shall mean a residential rental or a for-sale unit with affordability controls as defined by the Affordable Housing Regulations, and as approved and administered by the Municipality or the administrative agent appointed under the Affordable Housing Regulations, that meets the following requirements: (a) is reserved for occupancy by low or moderate income households in accordance with Affordable Housing Regulations; (b) has a restriction on the rental or sale prices as determined in accordance with the Affordable Housing Regulations, (c) can only be rented to Qualified Persons and (d) contains the number of bedrooms as required by the Affordable Housing Regulations.)
- d. **“Affordable Housing Regulations”** shall mean the requirements established pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), the Federal Fair Housing Act (42 U.S.C. §§ 3601, et seq.), and N.J.S.A. 45:22A-46.3 et seq. (the “Sarfo Act”) subject to confirmation by the New Jersey Housing and Mortgage Finance Agency that the Sarfo Act applies to the Project, and all other applicable laws, court

decisions and regulations relating to the establishment and regulation of Affordable Homes.)

- e. **“Agreement”** means this Purchase and Sale Agreement and Redevelopment Agreement dated as of the Effective Date, as same may be amended, modified or supplemented from time to time by written instrument signed by the Parties.
- f. **“All Approvals”** means all Non-Appealable Final Approvals, permits, decisions, reviews and agreements issued by municipal, county, state, federal and quasi-governmental authorities needed to obtain building permits for all of the commercial [^](residential) and other uses on the Property and related off-site improvements so as to allow the continuous development of the Project and which Approvals shall contain terms and conditions acceptable to Purchaser in its reasonable discretion, including but not limited to, the following Non-Appealable Final Approvals:
 - i. the mandatory conceptual review approval of the Project by FMERA which is required pursuant to N.J.A.C. 19:31C-3.20(c) (**“Mandatory Conceptual Review”**);
 - ii. preliminary and final subdivision approval, if applicable;
 - iii. preliminary and final site plan approval, if applicable, including the required review by FMERA in connection with “use-type” variances;
 - iv. a confirmation that there is no evidence of areas of concern (**“AOC”**) or a Final Remediation Document issued to Purchaser by either the New Jersey Department of Environmental Protection (**“NJDEP”**) or Purchaser’s licensed site remediation professional that documents that the Property has been remediated and which document includes a covenant not to sue pursuant to either N.J.S.A. 58:10B-13.1 or N.J.S.A. 58:10B-13.2;
 - v. [^](a representation from the Municipality or the administrative agent appointed under the Affordable Housing Regulations, that all of the proposed Affordable Homes adhere to all Affordable Housing Regulations;)
 - vi. such permits or approvals as may be needed from the NJDEP which may include, but are not limited to, a sewer extension permit, stream encroachment permit, and fresh water wetlands permit, and any approvals or permits required

pursuant to the Coastal Area Facilities Review Act (“CAFRA”) N.J.S.A. 13:19-1 et seq.

Each such approval shall be referred to herein as an “**Approval**” or collectively as the “**Approvals**”.

- g. “**ALTA Survey**” shall mean a comprehensive boundary survey that adheres to the national standards adopted by the American Land Title Association and National Society of Professional Surveyors.
- h. “**Approval Costs**” shall mean all costs and expenses including, without limitation, attorneys’, consulting, engineering, and application fees associated with obtaining All Approvals.
- i. “**Approval Period**” shall be ^ _____ () months commencing upon the completion of the Due Diligence Period in which Purchaser will diligently seek to obtain All Approvals.
- j. “**Approval Extension Period**” shall be as defined in Subsection 7(c)(i).
- k. “**Army**” means the United States of America, acting by and through the Secretary of the Army and any division, department or agency thereof.
- l. “**Army Quitclaim Deed**” means the quitclaim deed that FMERA received from the Army and recorded with the Monmouth County Clerk on _____ in Book _____ at Pages _____ et seq. attached hereto as **Exhibit D**, whereby the Army conveyed all right, title and interest to the Property to FMERA, subject to the terms, conditions, covenants and restrictions set forth in the Army Quitclaim Deed.
- m. “**Boundary Survey**” is a means to formally define the boundaries of a property, showing the corners of a parcel of land described in a deed, attached hereto as **Exhibit B**.
- n. “**Capital Investment**” means demolition & site work, off-site improvement costs, construction costs, labor, and all other costs included in construction of the Project, exclusive of Property acquisition and the costs of obtaining All Approvals.
- o. “**Certificate of Completion**” means a document issued by FMERA constituting a recordable, conclusive determination of the Completion of the Project and satisfaction and termination of this Agreement and the Declaration of Covenants with respect to the Project pursuant to N.J.A.C. 19:31C-3.24(f).

- p. **“Certificate of Occupancy”** means a document issued by a governmental authority allowing the occupancy or use of a building and certifying that the structure or use has been constructed and will be used in compliance with all applicable municipal codes and ordinances.
- q. **“CERCLA”** means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (P.L. 96-510), as amended.
- r. **“CERCLA Covenants”** means those certain covenants required by CERCLA which are contained in the Army Quitclaim Deed.
- s. **“Closing”** shall mean the transfer of the Property ^ (, or portion thereof in accordance with this Agreement,) from the Seller to the Purchaser and the transfer of the Purchase Price ^ (, or portion thereof in accordance with this Agreement,) from the Purchaser to the Seller which shall occur after the satisfaction or the waiver of the Conditions Precedent to Closing set forth in Section 13.
- t. **“Commence Construction”, “Commenced Construction”, “Commence the Construction”** or **“Commencement of the Construction”** shall mean the receipt of building permits by the Purchaser and any two of the following items (i.) mobilization of contractors on site, (ii.) demolition of existing structures, if applicable, (iii.) installation of infrastructure on site, (iv.) site work, or (v.) building renovation work.
- u. **“Complete”, “Completed”** or **“Completion”** means the issuance of a Certificate of Occupancy by the Municipality for a building to be occupied for the intended commercial use as part of the Project. Thereafter, Purchaser may apply to Seller for a Certificate of Completion subject to the requirements of N.J.A.C. 19:31C-3.24(f), if all other requirements of this Agreement have been satisfied..
- v. **“Conditions Precedent to Closing”** shall mean the obligations of the Purchaser and Seller which are set forth in Section 13.
- w. **“Deposit”** shall mean collectively the Initial Deposit and Second Deposit described in Section 5 herein.
- x. **“Discharge”** pursuant to N.J.S.A. 58:10-23.11b, as same may be amended, means any intentional or unintentional action or omission resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into the waters or onto the lands of the State, or into waters outside the jurisdiction of

the State when damage may result to the lands, waters or natural resources within the jurisdiction of the State.

- y. **“Due Diligence Period”** means the ^____ (____) day period commencing on the Effective Date of this Agreement and ending at five o’clock (5:00) p.m. on the _____ (____) day thereafter, during which the Purchaser upon prior written notice to Seller, at its sole cost and expense, may investigate the Property to determine whether the as-is condition of the Property is satisfactory to the Purchaser. The Due Diligence Period shall at Purchaser’s written request, may be extended for one (1) additional thirty (30) day period with FMERA’s approval (**“Due Diligence Extension Period”**), to complete any environmental investigations.
- z. **“EDC Agreement”** shall mean the Agreement between the Army and FMERA, dated (^Phase 1- June 25, 2012 or Phase 2-October 25, 2016), which sets forth the terms by which the Army conveyed portions of Fort Monmouth (including the Property) to FMERA and the terms under which FMERA acquired same from the Army.
- aa. **“Effective Date”** shall mean the date set forth in the introductory paragraph of this Agreement, if no date is set forth in the introductory paragraph, the Effective Date shall mean the date upon which the last party to sign this Agreement executes this Agreement.
- bb. **“Environmental Laws”** or **“Environmental Law”** shall mean each and every applicable federal, state, county or municipal environmental and/or health and safety statute, ordinance, rule, regulation, order, code, directive or requirement.
- cc. **“Escrow Agent”** shall mean the attorney or law firm designated by FMERA as outside counsel for purposes of this transaction and is responsible for holding all deposit monies.
- dd. **“Final Remediation Document”** pursuant to N.J.S.A. 58:10-23.11b, as it may be amended, means a no further action letter (**“NFA”**) issued by the NJDEP pursuant to N.J.S.A. 58:10B-1 et seq., or a response action outcome (**“RAO”**) issued by a licensed site remediation professional pursuant to N.J.S.A. 58:10C-14.
- ee. **“Finding of Suitability to Transfer”** or **“FOST”** means the document issued by the Army, dated ^____. The purpose of the FOST is to document the environmental suitability of the Property for transfer to FMERA consistent with CERCLA Section

120(h) and Department of Defense Policy. In addition, the FOST includes the CERCLA Notice, Covenant and Access Provisions and other Deed Provisions and the Environmental Protection Provisions necessary to protect human health or the environment after transfer of the Property from the Army to FMERA.

ff. “Fixtures” means items of property that become so attached to a building or other real property that they become a part of it. They include such items as fireplaces, patios and built-in shelving.

gg. “Force Majeure” shall mean the failure or delay of performance by Seller or Purchaser of any provision of the Agreement by reason of the following: labor disputes, strikes, picket lines, boycott efforts, war (whether or not declared), riots, moratorium regarding sewer, water or any other utilities, litigation filed against either Seller or Purchaser affecting the Property, pandemic; epidemic; any global, national, or local public health emergency or disease outbreak (including, without limitation, any of the conditions listed above that may subsequently arise under the COVID-19 (a/k/a the 2019 Novel Coronavirus) outbreak or any similar disease(s)), or acts of God.

Notwithstanding the above, the Purchaser acknowledges that pursuant to Executive Orders 103, 119, 138, 151 [COMPLETE THE LIST WITH EACH EXTENTION EO] (2020) New Jersey is presently under a declared state of emergency. At the time that this Agreement is executed, Purchaser affirms that it has the ability to complete the Project described in this Agreement.

hh. “Hazardous Substances” means all substances set forth in N.J.A.C. 7:1E-1.7 as same may be amended from time to time.

ii. ^ (“Home” shall mean a residential unit sold or rented, for which there are no restrictions or limitations on the sale or rental price.)

jj. ^ (“Housing Unit” means a Home or Affordable Home.)

kk. “Improvements” shall mean the buildings, fixtures and structures located on the Property.

ll. “Interested Parties” means Purchaser’s Mortgagee, Purchaser’s Lender and/or Purchaser’s Tax Credit Investor.

- mm. “Jobs Report”** means the periodic reports to be provided by the Purchaser to the Seller as required by Subsection 7(e)(i) herein that provides the Seller with information concerning the number of temporary and permanent jobs created by the Purchaser during the construction of the Project and within a certain time period after Completion of the Project as further described in Subsection 7(e)(i).
- nn. “Municipality”** shall mean the Borough of ^ (Oceanport/Eatontown/Tinton Falls), in the County of Monmouth, State of New Jersey.
- oo. “Non-Appealable Final Approval”** shall mean an Approval where the time to challenge or appeal the grant or denial of the Approval or a term or condition of the Approval that is before any administrative body or court of law has expired, and no challenge or appeal is pending. The term shall also mean an Approval decided after a challenge or appeal has been filed where the challenge or appeal has been decided in Purchaser’s favor, and all terms and conditions contained in the Approval are acceptable to the Purchaser in its reasonable discretion.
- pp. “Person”** means an individual, partnership, limited liability company, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, government authority, or other entity of whatever nature.
- qq. “Personal Property”** means property that is movable and is not affixed to or associated with the land.
- rr. “Project”** the Project is as described herein at Subsection 7(b) and depicted in the conceptual site plan attached hereto as **Exhibit A** (“**Conceptual Site Plan**”).
- ss. “Property”** shall mean the land as described and defined in Section 4 of this Agreement and as depicted and described in the Boundary Survey by metes and bounds description located in **Exhibit B**.
- tt. “Purchaser”** shall mean _____ or its authorized assigns or successors pursuant to Section 27.
- uu. “Purchase Price”** is the price that the Purchaser shall pay the Seller for the Property. The Purchase Price shall be paid as described in Section 5.
- vv. “Purchaser’s Utility Obligation”** shall mean the Purchaser’s obligation to undertake infrastructure improvements as defined in Section 47.

- ww.** ^(**“Qualified Persons”** shall mean those low and moderate-income households who have been approved in advance and in writing by an administrative agent appointed under the Affordable Housing Regulations.)
- xx.** (^**“Reuse Plan Amendment”** means a final and unappealable amendment to the Fort Monmouth Reuse and Redevelopment Plan adopted by FMERA pursuant to N.J.A.C. 19:31C-3.27(c).
- yy.** **“Reversion Cure Period”** shall mean ninety (90) days after Seller’s written notice of Seller’s intent to exercise its right of reversion during which the Purchaser and/or Interested Parties shall have the opportunity to cure.
- zz.** **“Reversion Purchase Price”** shall mean the cash to Seller amount on the HUD-1 Settlement Statement/Closing Statement executed at closing.
- aaa.** **“Seller’s Net Sale Proceeds”** shall mean the entirety of sales proceeds net of real estate commissions, NJEDA working capital loan payoff, if applicable, and homeless trust fund payments (^).
- bbb.** ^**“Seller’s Utility Obligation”** shall mean the Seller’s obligation to undertake infrastructure improvements as defined in Section 47.
- ccc.** **“Toll”, “Tolled” or “Tolling”** shall mean a period of time during which all time frames and obligations of Purchaser or Seller as set forth in this Agreement are suspended in accordance with the terms of this Agreement and which suspension of time frames and obligations shall continue until the event causing the Tolling is resolved to the reasonable satisfaction of the Party seeking the benefit of a Tolling period.

3. Purchase and Sale Agreement.

Subject to the terms and conditions set forth in this Agreement and the performance by the Parties of all of the obligations hereunder, the Seller agrees to sell and convey to Purchaser, and the Purchaser agrees to purchase and acquire from Seller, the Property. The Seller will sell and convey to the Purchaser the Property in its as-is condition, which consists of: (a) the land and all

the buildings, Fixtures and other improvements on the land; (b) all of the Seller's rights relating to the Property; and (c) all Personal Property specifically included in this Agreement.

4. The Property.

The approximately ^_____ acre parcel that is formally identified as a portion of Block _____, Lot _____, that is located along _____, and that is depicted in greater detail on the Boundary Survey, Block _____, Portion of Lot _____, prepared by _____, dated _____, attached as **Exhibit B**. The Property is improved with _____. The redevelopment and use of the Property by Seller is subject to N.J.A.C. 19:31C-3.1 et seq. ^(Insert other restrictions as applicable such as Historic District, Tidelands claim, CAFRA, easements, etc.)

5. The Purchase Price.

Subject to any adjustments as called for in Section 24, the price that the Purchaser will pay the Seller as consideration for the Property is ^_____ (\$) as follows:

At the time of submission of its offer to purchase, Purchaser deposited an **Initial Deposit** with the Seller and the Seller has transferred said Initial Deposit, with interest, to the Escrow Agent, in the amount of:

\$^

The **Second Deposit** shall be deposited with Escrow Agent by Purchaser upon the execution of this Agreement by the Parties, and shall be transferred, with interest, to the Escrow Agent, in the amount of:

_____ \$^

Balance to be paid at closing of title, by wire transfer, in cash or by certified check

_____ \$^

(^insert language regarding Affordable Homes if needed).

6. Purchaser Financially Able to Close.

The Purchaser represents that it has or will have sufficient cash available at Closing to complete the purchase without financing. The Closing shall not be contingent upon the Purchaser or any other Person obtaining financing to pay the Purchase Price. Notwithstanding Purchaser's representation that it has or will have sufficient cash available at Closing to complete the purchase

without financing, Purchaser may in Purchaser's sole discretion choose to seek and obtain financing to complete the purchase.

7. Capital Investment, Redevelopment Project, Project Approvals, Completion Bond, Job Creation; Security, and Reuse Plan Amendment.

a. Capital Investment. Purchaser's total Capital Investment is estimated at ^_____ dollars (\$_____). Purchaser shall render progress reports annually to FMERA following Commencement of Construction as to its cumulative Capital Investment expenditures.

b. Redevelopment Project.

i. Purchaser represents that it is purchasing the Property with the intent to construct the Project, which consists of ^_____ (^ if residential, add affordable housing) The Purchaser's Conceptual Site Plan for the Project is attached hereto as **Exhibit A.** The Purchaser's site plan and subdivision plan are subject to (i) Seller's Mandatory Conceptual Review and (ii) the planning board review process of the Borough of ^_____. The Project may be amended upon mutual agreement of Seller and Purchaser if Purchaser is unable to obtain the same, subject to FMERA Board approval and Reuse Plan Amendment, as applicable.

ii. Purchaser shall comply with the following Project schedule:

1. Purchaser will Commence the Construction of the Project no later than ^_____ (____) days after Closing.

2. Purchaser will Complete Construction of the Project no later than ^_____ (____) months from Commencement of the Construction of the Project.

iii. It shall be a default under this Agreement for Purchaser to fail to Commence the Construction or Complete the Project timely, as required herein.

iv. The provisions of this Subsection 7(b) shall survive Closing and run with the land.

c. **Project Approvals.**

- i. Purchaser shall obtain All Approvals within the Approval Period. In the event that Purchaser is unable to obtain All Approvals within the Approval Period, Seller may grant, at its sole discretion, an extension of the Approval Period for ^an additional ____ (____) month period(s) (“**Approval Extension Period**”) which shall be granted if Seller determines that the Purchaser is diligently and in good faith pursuing All Approvals. Any additional Approval Extension Period shall run from the expiration of the Approval Period and shall be at the FMERA Board’s sole discretion. Upon the FMERA Board’s approval of an additional Approval Extension period, the Second Deposit shall become non-refundable, except that FMERA shall refund the Deposit, and all interest accrued thereon, as provided in Subsections 11(e)ii, 20(b), 20(c)and 22(c). Despite anything to the contrary herein, Purchaser may elect to waive receipt of All Approvals within the Approval Period or Approval Extension Period and close on the Property without said Approvals as further described in Subsection 13(a)(ii).
- ii. Upon expiration of the Approval Period and any additional Approval Extension Period(s), the entire Deposit shall become non-refundable, except that FMERA shall refund the Deposit, and all interest accrued thereon, as provided in Subsections 11(e)ii, 20(b), 20(c), and 22(c).
- iii. Seller agrees to reasonably cooperate with Purchaser in obtaining any required FMERA signatures or consents in connection with Purchaser’s efforts to obtain the Approvals for the development of the Project on the Property and shall endeavor to obtain same from its Executive Director, within one (1) week of presentment; from the FMERA Real Estate Committee, within thirty (30) days from presentment; and from the FMERA Board, within forty five (45) days of presentment, subject to the Governor’s ten (10) day veto period. Where required by law, FMERA will sign as owner or applicant on applications made by the Purchaser. Any delay beyond these time periods shall constitute an event entitling Purchaser to Tolling of the time periods set forth herein for

performance by the Purchaser. At Closing Seller shall assign any permits or approvals related to the Project to the Purchaser.

d. Financial Assurances and Guarantees.

- i. Prior to the Commencement of the Construction, Purchaser shall post all financial assurances and guarantees required pursuant to municipal ordinances for performance, maintenance and site restoration with the municipality and name FMERA as a beneficiary.
- ii. The provisions of this Subsection 7(d) shall survive Closing.

e. Job Creation; Security.

- i. Purchaser covenants that Purchaser will create a total of ^____ (____) construction-related part-time and/or full-time temporary jobs during construction of the Project. Thereafter, Purchaser shall create a total of ^____ (____) full-time equivalent permanent jobs at the Property, within ^____ (____) months of the Completion of the Project. The Purchaser shall be obligated to provide the Seller with a Jobs Report within ^____ (____) months after Completion of the Project. To the extent the Purchaser fails to achieve the required creation of full-time equivalent permanent jobs at the Property within the required time period after the Completion of Project, then on that date it shall be liable to pay to the Seller ^____ (\$____) dollars for each full-time equivalent permanent job not created. It is understood and agreed that the aforesaid obligation does not apply to the creation of any of the construction-related part-time and/or full-time temporary jobs. Payment shall be due to Seller within thirty (30) days of Seller's delivery of notice to Purchaser of failure to achieve the required creation of jobs pursuant to this Section. Purchaser's total obligation shall not exceed ^____ (\$____) total.
- ii. Prior to Closing, Purchaser shall secure its obligation to create the required number of full-time equivalent permanent jobs at the Property, or pay Seller the amount per job not created, through the granting of the Job Creation Promissory Note in a form substantially similar to **Exhibit C**. It is agreed and understood that upon receipt of notice of creation of the required full-time equivalent permanent jobs as set forth above or receipt of the payment of any monies for

jobs not created, then Seller shall, within thirty (30) days of notice of creation or payment, release the bond, return the deposit or cancel or otherwise discharge the Job Creation Promissory Note which shall thereafter be null and void.

iii. The provisions of this Subsection 7(e) shall survive Closing.

f. (**Reuse Plan Amendment**

- i. Purchaser shall provide a refined version of the Conceptual Site Plan attached hereto as **Exhibit A** (“Final Conceptual Site Plan”), no later than forty-five (45) days after the expiration of the Due Diligence Period. FMERA agrees that it will obtain the Reuse Plan Amendment for the sole purpose of permitting the principal uses shown in the Final Conceptual Site Plan for the Project within six (6) months of the receipt of the Final Conceptual Site Plan. Notwithstanding anything in this paragraph, any time Purchaser submits a revised version of the Final Conceptual Site Plan, FMERA shall have the sole discretion whether to accept that revised version and the timeline provided in this paragraph shall start as if no Final Conceptual Site Plan had been provided previously.)
- ii. Purchaser shall provide a refined version of the Conceptual Site Plan attached hereto as **Exhibit A** along with a detailed memo outlining the proposed changes to the Reuse Plan required to permit the development of the Project as proposed by the Purchaser (together the refined Conceptual Site Plan and memo are the “Final Conceptual Site Plan”) no later than forty-five (45) days of the expiration of the Due Diligence Period. FMERA shall provide to Purchaser a draft Reuse Plan Amendment based upon Purchaser’s Final Conceptual Site Plan within thirty (30) days of receipt of Purchaser’s Final Conceptual Site Plan. Purchaser shall provide comments to FMERA on the draft Reuse Plan Amendment within seven (7) days of receipt of same. FMERA’s planner shall provide a final draft Reuse Plan Amendment to FMERA and Purchaser incorporating Purchaser’s comments to the extent accepted by FMERA within seven (7) days of receiving Purchaser’s comments. Purchaser shall have seven (7) days from receipt of the final draft Reuse Plan Amendment to advise FMERA if the final draft is acceptable. In the event that Purchaser does not accept the final draft Reuse Plan

Amendment, Purchaser shall provide notice in writing to FMERA of the reasons the final draft Reuse Plan Amendment is unacceptable to Purchaser and of Purchaser's intent to terminate this Agreement if the issues go unresolved. FMERA shall have seven (7) days from receipt of same to enter into discussions with Purchaser regarding the unresolved issues, and either revise or refuse to revise the final draft Reuse Plan Amendment. In the event the Parties cannot agree on an acceptable Reuse Plan Amendment, Purchaser shall have the right to terminate this Agreement and receive a return of the portion of its Deposit available for return under the terms of this Agreement, and the Parties shall have no further obligations to each other except those that survive termination of this Agreement. Upon Purchaser's approval of the final draft Reuse Plan Amendment, FMERA's Board shall have thirty (30) days to introduce the final draft Reuse Plan Amendment. After the Board's introduction of the final draft Reuse Plan Amendment and at the end of the Governor's veto period, the host municipalities shall have forty-five (45) days to review and comment on the final draft Reuse Plan Amendment. FMERA shall have forty-five (45) days to adopt the Reuse Plan Amendment after the end of the municipal comment period. Notwithstanding anything in this paragraph, any time Purchaser submits a revised version of the Final Conceptual Site Plan (whether a revised site plan or a revised detailed memo), the timeline provided in this paragraph shall start as if no Final Conceptual Site Plan had been provided previously.)

8. Declaration of Covenants.

The quitclaim deed from Seller to Purchaser shall include a declaration of covenants and restrictions upon the Property, which shall run with the land and shall be released upon the issuance of a Certificate of Completion issued by Seller. The Declaration shall indicate or otherwise contain:

- i. The uses of the Property shall be limited to those uses permitted pursuant to the Reuse Plan, as amended.

- ii. Purchaser, as the approved redeveloper, will Commence the Construction and Complete the Project within the period of time established in Subsections 7(b)(ii)(1) and (2) of this Agreement; and
- iii. Purchaser, as the approved redeveloper, will not sell, lease or transfer the Property, the Project or this Agreement prior to the Completion of the Project without the written consent of FMERA, except as set forth in Section 27 of this Agreement. (^Notwithstanding the foregoing, nothing herein shall preclude the Purchaser from (i) engaging in marketing and leasing activities or from selling individual units for the Project provided that that Affordable Home or Home that is the subject of leasing or sale activity has been issued a Certificate of Occupancy prior to the lease or conveyance of the Home or Affordable Home, or (ii) assigning this Agreement to an Affiliate in accordance with the terms of Section 27 hereof.)

9. Reversion to Seller.

The quitclaim deed from Seller to Purchaser shall provide that if the timeframes set forth in Subsections 7(b)(ii)(1) and (2) have not been met, then Seller, at its sole option and discretion, shall have the right of reversion of title to the Property. Such right of reversion shall be, by its terms as set forth in the quitclaim deed, subordinate to any and all land, construction, permanent or other lender whose lien shall have superiority over any such rights. Seller's reversion right shall always be subject to and shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in favor of any Interested Parties or (ii) any rights or interests for the protection of Interested Parties.

- a. Seller agrees to provide Purchaser and Interested Parties with a Reversion Cure Period. During the Reversion Cure Period, any of the Interested Parties may either (a) cure the default identified by the Seller in their default notice or (b) agree with Seller on a proposal which must be acceptable to both Parties in both Parties' reasonable discretion, for one or more of the Interested Parties to cure Purchaser's default beyond the Reversion Cure Period. If following the Reversion Cure Period, the default is

neither cured nor have the Parties agreed upon a proposal to cure the default, then Seller may move forward with its right of reversion.

- b.** Should Seller exercise its right of reversion, Seller shall pay Purchaser a reversion purchase price (the “**Reversion Purchase Price**”). Any amount of the Reversion Purchase Price paid by Seller shall be applied first to reduce any outstanding balance of any mortgage or lien imposed on the Property by Purchaser. Purchaser shall, at no additional cost to Seller, convey ownership of all plans, studies, approvals, etc., along with its rights to the Property.
- c.** Purchaser or its successors and assigns may request that the Seller execute a release evidencing the termination of Seller’s right of reversion on any portion of the Property that has been Completed upon the presentation of (i) a valid Certificate of Completion and (ii) a form of release that shall be recorded at the sole cost and expense of the Purchaser or its successors and assigns.
- d.** The provisions of this Section 9 shall survive Closing and/or termination of this Agreement and run with the land.

10. Prevailing Wage.

Prevailing wage will apply only to the extent that the Project includes “public work” as that term is defined in the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., or if the Purchaser receives financial assistance from FMERA, the State or any other State entity. The provisions of this Section 10 shall survive Closing.

11. Title and Survey Investigation.

- a.** As of the Effective Date, Seller has provided Purchaser with the Boundary Survey. Prior to Closing, Seller will cause the Boundary Survey to be certified to Purchaser, Purchaser’s attorney, the title company and such additional parties as may be reasonably requested by Purchaser, unless Purchaser elects to obtain an ALTA Survey as described in Subsection 11(c).
- b.** Seller agrees to deliver title to the Property that is good, marketable, fee simple title, valid of record and insurable at regular rates.

- c. Purchaser shall obtain and deliver a title commitment from the title company along with a list of title objections identified by Purchaser to Seller (“**Title Objections**”) and may obtain an ALTA Survey no later than thirty (30) days from the Effective Date. Not later than ten (10) days after Seller receives the Title Objections, Seller shall notify Purchaser which of the objections, if any, Seller shall cure prior to or at Closing, including when and in what manner said items are to be cured. If Purchaser is dissatisfied with Seller’s response or lack of response, Purchaser may either (i) terminate this Agreement within thirty (30) days of receipt of Seller’s response (or within thirty (30) days of Seller’s failure to respond) or (ii) proceed under this Agreement. If Purchaser elects to proceed under this Agreement after Seller supplies an unsatisfactory response or no response, then Purchaser’s election is deemed an acceptance of the Title Objections by the Purchaser and the Seller shall have no further obligation to cure the Title Objections either prior to or at Closing.
- d. Purchaser shall have the further right to order a run-down title examination(s) at any time prior to Closing, at Purchaser’s cost and expense, and to submit to Seller any new objections to matters which may have arisen since Purchaser’s initial title and survey examination (“**New Objections**”) no later than ten (10) days after Purchaser receives the New Objections. Not later than ten (10) days after Seller receives the New Objections, Seller shall notify Purchaser which of the New Objections, if any, Seller shall cure prior to or at Closing, including when and in what manner said items are to be cured. If Purchaser is dissatisfied with Seller’s response or lack of response, Purchaser may either (i) terminate this Agreement within thirty (30) days of receipt of Seller’s response (or within thirty (30) days of Seller’s failure to respond) or (ii) proceed under this Agreement. If Purchaser elects to proceed under this Agreement after Seller supplies an unsatisfactory response or no response, then Purchaser’s election is deemed an acceptance of the New Objections by the Purchaser and the Seller shall have no further obligation to cure the New Objections either prior to or at Closing.
- e. If Seller fails to meet the requirements of Subsection 11(b), or if Seller has agreed to cure a title objection pursuant to Subsection 11(c) and fails to do so, or if Purchaser has New Objections and/or survey objections as a result of its run-down title examination

pursuant to Subsection 11(d) and Seller fails to cure such objections, then the Parties may:

- i. delay Closing to a date mutually agreed upon by the Parties until such time that the Seller or Purchaser removes or cures such non-permitted exception(s) at Seller's expense;
 - ii. proceed to Closing with sufficient sums from the Purchase Price (as determined by the title company as being necessary to cure or clear such non-permitted exception(s)) being placed into escrow with the title company to be used by Purchaser to cure or clear such non-permitted exception(s), provided that the amount to be placed into escrow (which shall include any funds to address any environmental remediation obligations as further described in Subsection 20(c)) shall not exceed Seller's Net Share of the Purchase Price; or
 - iii. terminate this Agreement, whereupon the Initial and Second Deposits and all interest accrued thereon shall be promptly returned to Purchaser by the Escrow Agent.
- f. From the date of this Agreement, Seller shall not permit any further encumbrance on the Property other than with respect to any working capital loan(s) Seller may receive from NJEDA without Purchaser's prior written consent, which consent may be withheld in Purchaser's sole discretion.

12. Due Diligence Period.

- a. Purchaser and its officers, employees, agents, contractors, or licensees shall have the right, during the Due Diligence Period, and at all times during the term of this Agreement, to access the Property, to inspect the Property and to investigate all matters relating thereto, including, but not limited to, existing zoning requirements, the physical condition of the Property, the environmental condition of the Property and its environs, and any other matters Purchaser deems relevant to its decision to purchase the Property.
- b. Purchaser may terminate this Agreement in its sole, absolute and unfettered discretion by delivering written notice of such termination to the Seller prior to five o'clock (5:00) P.M. on the last day of the Due Diligence Period or Due Diligence Extension Period, if applicable, and receive a full refund of the Initial and Second Deposits, and all

- interest accrued thereon so long as it has received no additional extensions. Should Purchaser request and the FMERA Board approve, in its sole discretion, an extension to the Due Diligence Period/Due Diligence Extension Period, Purchaser may terminate this Agreement by delivering written notice of such termination to the Seller prior to five o'clock (5:00) P.M. on the last day of the extended Due Diligence Period and receive its Second Deposit, and all interest accrued thereon.
- c. Purchaser and its officers, employees, agents, contractors, or licensees shall provide Seller with proof of the following insurances prior to being provided access to the Property:
- i. **Comprehensive General Liability Policy** (including insurance with respect to owned or operated motor vehicles which may be provided under a separate policy) as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an additional insured endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of Five Million Dollars (\$5,000,000.00) per occurrence of bodily injury, death and property damage liability except that automobile liability may be at a minimum of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury, death and property damage liability. The required General Liability limits can come from a combination of primary and excess coverage. Seller shall be named an additional insured on this policy; and
 - ii. **Worker's Compensation and Employer's Liability Insurance** applicable to the Laws of the State of New Jersey with limits of not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence for bodily injury liability and One Hundred Thousand Dollars (\$100,000.00) occupational disease per employee with an aggregate limit of Five Hundred Thousand Dollars (\$500,000.00) occupational disease.
- d. If, at or before Closing, Purchaser elects to terminate this Agreement and not purchase the Property, Purchaser shall repair any damage caused by its investigations and shall restore the Property to substantially the same condition as existed immediately prior to such investigations. Purchaser hereby indemnifies and holds Seller harmless from any

liability to the extent related to any negligent act or omission of Purchaser or Purchaser's officers, employees, agents, contractors, or licensees in the performance of any and all activities conducted on the Property by Purchaser until Closing, unless such liability is the result of Seller's gross negligence or intentional acts or omissions.

13. Conditions Precedent to Closing.

- a.** Closing is subject to and conditioned upon the following conditions, which are agreed by the Parties to be included for the protection of the Parties:
 - i.** Approval of Purchaser as redeveloper of the Property by the NJEDA Board;
 - ii.** The receipt by Purchaser of All Approvals within the timeframes set forth in Subsection 7(c). Despite anything to the contrary herein, Purchaser may elect to waive All Approvals and close on the Property without said Approvals (provided that Purchaser will still be required to obtain *^(receipt of a representation from the Municipality or the administrative agent appointed under the Affordable Housing Regulations, that all of the proposed Affordable Homes adhere to all Affordable Housing Regulation, and)* a Mandatory Conceptual Review approval of the Project by FMERA prior to seeking preliminary and final site plan approval from the Borough) with the understanding that any such waiver will not Toll or delay in any way the Purchaser's obligation to comply with the Project Schedule set forth in Section 7 herein;
 - iii.** Seller shall have performed all covenants, agreements and conditions required by this Agreement to be performed by Seller prior to or as of Closing and shall have cured all defaults;
 - iv.** Seller shall have satisfied all conditions relating to the conveyance of fee simple marketable title insurable at regular rates in accordance with Section 11; and
 - v.** *^(Seller shall have obtained a Reuse Plan Amendment for the Property pursuant to Subsection 7(f) hereof.)*
 - vi.** *^(insert any transaction specific conditions)*
- b.** The Parties mutually agree as follows concerning the Conditions Precedent to Closing:

- i. Each Party shall use its best efforts to perform all conditions required by this Agreement diligently prior to or as of Closing and each Party shall have cured any of its respective defaults prior to Closing or at Closing; and
- ii. Either Party may waive any Conditions Precedent to Closing that is specifically for such Party's benefit or may waive the cure of the other Party's default at any time prior to Closing or at Closing, subject to the terms of Subsection 13(a)(ii). Such waiver shall be in writing and acknowledged by both Seller and Purchaser.

14. Time and Place of Closing.

- a. The Closing shall occur no later than ^ ____ (____) days after satisfaction or waiver of the Conditions Precedent to Closing as detailed in Section 13 ("**Closing Date**").
- b. Seller shall deliver the following documents at Closing in form and substance satisfactory to Purchaser and the title company:
 - i. quitclaim deed;
 - ii. entity resolution;
 - iii. paid receipt of Real Estate Broker;
 - iv. tax and utility bill adjustments, if any;
 - v. Certificate of Compliance with Section 1445 of the Internal Revenue code (FIRPTA);
 - vi. Bill of Sale for any personalty;
 - vii. IRS Form 1099;
 - viii. a post-Closing adjustments letter whereby the Parties agree to readjust the pro-rations should any error or mistake be discovered within twelve (12) months of Closing;
 - ix. ^(insert any other documents needed, i.e. mortgage release); and
 - x. such other documentation as reasonably requested by the Title Company to complete Closing.
- c. At Closing, Purchaser shall deliver the Purchase Price and a title closing statement.
- d. At Closing, Purchaser shall pay to Seller the balance of the Purchase Price due at Closing in accordance with Section 5. Purchaser shall make payment at Purchaser's

option by either certified check or attorney trust account check or with the consent of Seller by wire transfer.

15. Transfer of Ownership.

Upon receipt of payment of the balance of the Purchase Price at Closing, the Seller shall transfer ownership of the Property to the Purchaser via a properly executed quitclaim deed. The quitclaim deed shall be in a form reasonably acceptable to Purchaser and the title company. The quitclaim deed between the Parties shall include a metes and bounds description of the Property being transferred that shall be based upon the Boundary Survey. The quitclaim deed between the Purchaser and Seller shall be subject to all notices, CERCLA Covenants, covenants, access provisions, deed provisions and environmental protection provisions recorded upon the Property as set forth in the Army Quitclaim Deed, and any covenants and restrictions that must be recorded pursuant to the requirements of N.J.A.C. 19:31C-3.24. (^ if subdivision required - The Seller will deliver at Closing quitclaim deed(s) that provide for the subdivision of the Property into ____ lots for _____. Seller will cooperate to the extent feasible to achieve such subdivision by deed, but shall not be obligated to deliver deeds that subdivide the Property into individual Home or Affordable Home lots. Seller may however in its sole discretion elect to deliver deeds that subdivide the Property into individual Home or Affordable Home lots.)

16. Personal Property and Fixtures.

All Personal Property and Fixtures are **INCLUDED** in this sale unless they are listed below as being **EXCLUDED**.

- a. The following Fixtures are **EXCLUDED** from this sale: ^none.
- b. The following Personal Property is **EXCLUDED** from this sale: ^none.

17. Physical Condition of the Property.

This Property is being sold “AS IS”. The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale. The Purchaser has inspected the Property and relies on this inspection and any rights, if any, which may be provided for elsewhere in this Agreement. Until Closing, the Seller agrees ^(subject to Purchaser’s obligation to assume certain property management and utility obligations as provided in the

Purchaser's Utility Obligations) to maintain the grounds and secure, but not maintain, the buildings and improvements.

18. Acknowledgment and Covenants Regarding FOST.

Purchaser and Seller agree and acknowledge that the Army is responsible for the environmental investigation and remediation of the Property, as required by applicable law. The Purchaser acknowledges that Seller has provided Purchaser with a link to the FOST on Seller's website and Purchaser has had the opportunity to download a copy of the FOST. The Purchaser and Seller agree that to the extent that the notices, covenants, access provisions, deed provisions and environmental protection provisions concerning the Property found in the FOST are contained in the Army Quitclaim Deed, then such terms shall run with the land. Purchaser, its Affiliates, assignees, corporate successors, heirs, devisees and personal representatives covenant and hold harmless the Seller, and shall make no claim against the Seller, its successors and assigns, whether based upon strict liability, negligence or otherwise, concerning noise, environmental, land use, pollution, vibrations, or any similar problems, for any damage, direct or consequential, to any person or persons, or to property or otherwise, or for any other relief, which may arise from the condition of the Property or the fact that the Property is subject to the FOST and the Army Quitclaim Deed.

This covenant shall survive Closing and/or termination of this Agreement and if the terms are included in the Army Quitclaim Deed, then such terms shall also run with the land and be binding upon the Purchaser and its successors and assigns.

19. Risk of Loss.

Seller shall be responsible for all losses and damages to the Property by fire, windstorm, casualty or other cause, and for all damages or injuries to persons or property occurring thereon or relating thereto (except as may be caused by acts of the Purchaser or its officers, employees, agents, contractors, or licensees) prior to Closing. Notwithstanding the foregoing, Seller shall have no obligation to repair, replace or demolish any portion of the Property that is damaged or destroyed prior to Closing which is intended to be demolished by Purchaser. Seller shall take reasonably appropriate measures to ensure that the Property is secure prior to Closing. Seller and Purchaser agree that any damage or destruction to the Property shall not otherwise affect the rights and

responsibilities under this Agreement, and that Purchaser shall not be entitled to any offset against the Purchase Price for any damage or destruction to the building, structures, fixtures or improvements located on, under or above the Property that might occur prior to Closing.

20. Environmental Matters.

- a. Purchaser and Seller acknowledge that pursuant to CERCLA, the Army will retain responsibility for any Army caused environmental contamination (other than mold, asbestos containing materials, lead-based paint and commercially-applied pesticides and termiticides) that may be present on the Property as of the date of the Army Quitclaim Deed and as otherwise set forth in the RFOTP. The Parties acknowledge that the quitclaim deed between Seller and the Purchaser shall contain the CERCLA Covenants contained in the Army Quitclaim Deed and the FOST for the Property. The Seller shall not bear any responsibility or liability to the Purchaser or its successors or assigns for the presence of mold, asbestos containing materials, lead-based paint or commercially applied pesticides and termiticides on the Property as of or after the Closing. Purchaser shall be solely responsible for the proper disposal of any mold, asbestos containing materials, lead-based paint or commercially applied pesticides encountered during the renovation or demolition of the building(s) and improvements on the Property, if applicable.
- b. If Seller receives notice from any Person at any time prior to the Closing that any Discharge of a Hazardous Substance has occurred on the Property which has not already been documented in the FOST and which was not caused by Purchaser, its agents or assigns, then Seller shall provide Purchaser with notice of the Discharge on the Property within three (3) days of Seller receiving notice of the Discharge. Seller shall also advise Purchaser within thirty (30) days of receiving the notice of Discharge whether Seller or the Army or other responsible third party shall remediate such Discharge and obtain a Final Remediation Document. If Seller advises Purchaser that neither the Seller nor the Army nor the other responsible third party shall remediate the Discharge and obtain a Final Remediation Document, then Purchaser shall have thirty (30) days from the receipt of this notice from the Seller to elect to either (i) terminate this Agreement and receive a full refund of the Deposit, and all interest accrued thereon,

- or (ii) proceed to Closing under this Agreement. If Purchaser fails to notify Seller by written notice of its election under the preceding sentence within thirty (30) days of receipt of notice from the Seller that neither the Seller nor the Army nor the other responsible third party shall remediate the Discharge, then the Purchaser shall have waived the right to terminate the Agreement due to the Discharge. If Purchaser waives the right to terminate the Agreement after receiving notice from the Seller that neither the Seller nor the Army nor the other responsible third party shall remediate the Discharge of a Hazardous Substance on the Property, then Purchaser shall not be entitled to a set off or reduction in Purchase Price at Closing.
- c. If Seller or the Army or the other responsible third party agree to remediate the Property by delivering a Final Remediation Document and Seller or the Army or the other responsible third party subsequently fails to provide the Final Remediation Document prior to the date set for the Closing, then Purchaser may (i) terminate this Agreement and receive a refund of the Deposit, and all interest accrued thereon, (ii) delay Closing to a date reasonably specified by Purchaser to allow sufficient time for Seller or the Army or the other responsible third party to obtain the Final Remediation Document, or (iii) proceed to Closing with sufficient sums from the Purchase Price (as reasonably determined by agreement between Purchaser's and Seller's respective environmental consultants), being placed into escrow with the title company to be used by Purchaser to address or remediate such Discharge and obtain a Final Remediation Document provided that the total amount placed into escrow (which shall include any funds to cure or clear non-permitted title exceptions pursuant to Subsection 11(e)(ii)) shall not exceed Seller's Net Sale Proceeds of the Purchase Price.

21. Termination of Agreement.

If this Agreement is legally and rightfully terminated in accord with any provision herein (excluding termination resulting from a default by either Party as specified in Sections 22 and 23) or by mutual agreement of the Parties, the provisions of this Section 21 shall apply. In such termination, the Parties shall be released from any liability to each other. If either Initial Deposit or Second Deposit is refundable, Seller shall direct the Escrow Agent to return the refundable deposit(s), and all interest accrued thereon, to the Purchaser and that the Parties shall remain

responsible for any other obligations that specifically survive termination of the Agreement. Except as provided in Subsections 11(e)ii, 20(b), and 20(c), 22(c) if either the Initial or Second Deposit are non-refundable, the Escrow Agent shall pay the Seller the Initial and Second Deposits and all interest accrued thereon.

22. Default by Seller.

- a. The following occurrences shall be a default by Seller of the terms of this Agreement:
 - i. Failure to convey the Property in accordance with the terms of this Agreement.
- b. The Purchaser agrees that prior to declaring the Seller in default as described in Subsection 22(a), Purchaser shall provide Seller with sixty (60) days advance written notice of such default and Seller shall have the right to cure such default within said sixty (60) day period.
- c. In the event that Seller does not cure said default in said sixty (60) day period then the Purchaser may terminate this Agreement at which time the Escrow Agent shall return the Purchaser's Initial and Second Deposits and all interest accrued thereon. Purchaser acknowledges that the remedies set forth in this Subsection 22(c) are Purchaser's sole and exclusive remedies in the event of any breach of or default under this Agreement by Seller or the inability or unwillingness of Seller to consummate the Closing as provided in this Agreement and the Parties shall be free of liability to each other, except that the Parties shall remain responsible for any other obligations that specifically survive termination of the Agreement.
- d. The terms of this Section 22 shall survive the Closing and/or any termination of this Agreement for ninety (90) days.

23. Default by Purchaser.

- a. The following occurrences shall be a default by Purchaser of the terms of this Agreement prior to Closing:
 - i. Any representation made by Purchaser in its submissions to the Seller in response to the RFOTP for the Property is false, misleading, or inaccurate in any material respect as of the date made.

- ii. Failure of Purchaser to observe and perform any covenant, condition, representation, warranty or agreement as set forth in this Agreement.
- iii. Any default pursuant to Section 42.
- iv. Purchaser has:
 - 1. applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets or if a custodian is legally appointed with or without consent of Purchaser; or
 - 2. made a general assignment for the benefit of creditors or filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; or
 - 3. filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding or a petition in bankruptcy shall have been filed against Purchaser, and shall not have been dismissed for a period of ninety (90) consecutive days; or
 - 4. suspended the transaction of its usual business.
- v. If:
 - 1. an Order for Relief is entered with respect to or for the benefit of Purchaser, under the Bankruptcy Code;
 - 2. an Order, judgment or decree is entered, without the application, approval or consent of Purchaser, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Purchaser, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days.
- vi. Purchaser has abandoned or substantially suspended any pursuit of All Approvals, or Purchaser fails to obtain All Approvals within the Approval Period/Approval Extension Period.
- vii. The Purchaser places any unauthorized encumbrance or lien on the Property prior to Closing, or shall suffer any levy or attachment to be made on the

Property prior to Closing, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Property prior to Closing.

- viii.** Purchaser fails or refuses to consummate the Closing (where no default by Seller has occurred under the Agreement and all Conditions Precedent to Closing have been satisfied or waived as detailed in Section 13).
- b.** The Seller agrees that prior to declaring the Purchaser in default as described in (a) above, except for the default in (a)iii and (a)v, Seller shall provide Purchaser with sixty (60) days advance written notice of such default and Purchaser shall have the right to cure such default within said sixty (60) day period. If the Purchaser does not cure said default in said sixty (60) day period or no cure period applies, then the Seller may terminate this Agreement at which time the Escrow Agent shall pay the Seller the Initial and Second Deposits and all interest accrued thereon as liquidated damages. However, if the Seller determines that the Purchaser has pursued All Approvals diligently and in good faith but fails to obtain them, FMERA shall refund, with interest thereon: 1) Purchaser's Second Deposit if no additional Approval Extension Period was granted by FMERA's Board; and 2) Purchaser's Initial Deposit if only one Approval Extension Period was approved by FMERA. Seller acknowledges that the remedies set forth in this Subsection 23(b) are Seller's sole and exclusive remedies (except as provided for in Section 9 herein) in the event of any breach of or default under this Agreement by Purchaser prior to Closing or the inability or unwillingness of Purchaser to consummate the Closing as provided in this Agreement.
- c.** Notwithstanding anything in this Section 23 to the contrary, in the event Purchaser records this Agreement without having obtained the prior written consent of Seller thereto, then Purchaser shall be deemed in material incurable default under this Agreement and Seller shall be authorized without any notice whatsoever to terminate this Agreement and shall be entitled to receive the Initial and Second Deposits and all interest accrued thereon as liquidated damages.
- d.** The terms of this Section 23 shall survive the Closing and/or any termination of this Agreement.

24. Adjustments at Closing/Assessments for Municipal Improvements.

- a. Purchaser and Seller agree to adjust the following expenses as of the Closing Date:
 - i. water charges and sewer charges, if any.
 - ii. ^ (Add additional expenses here, if any)
- b. Purchaser or Seller may require that any person with a valid claim or right affecting the Property be paid from the proceeds of this sale.
- c. The Parties acknowledge that certain municipal improvements, including, but not limited to, sidewalks and sewers, may result in the Municipality charging property owners to pay for the improvement. Accordingly, the Parties agree that:
 - i. all unpaid charges/assessments against the Property for work completed before the date of Closing will be paid by the Seller at or before Closing (unless such assessments resulted from action taken by the Municipality in connection with Purchaser's Approvals, then the Purchaser shall pay such assessments).
 - ii. If the improvement is not completed before the date of Closing then only the Purchaser will be responsible.
 - iii. If the improvement is completed at or before Closing, but the amount of the charge/assessment has not been determined by the Municipality, the Seller will pay an estimated amount at Closing (unless such assessments resulted from action taken by the Municipality in connection with Purchaser's Approvals, then the Purchaser shall pay such assessments). When the amount of the charge is finally determined by the Municipality, the Seller will pay any deficiency to the Purchaser (if the estimate proves to have been too low), or the Purchaser will return any excess to the Seller (if the estimate proves to have been too high).

25. Possession.

At Closing, the Purchaser will be given possession of the Property subject to the Army's right of access to the Property pursuant to the Army Quitclaim Deed. The delivery of the quitclaim deed for the Property by Seller to Purchaser and possession of the Property from Seller to Purchaser and the acceptance of possession of the Property by Purchaser shall be deemed full performance

by Seller of its obligations under this Agreement, except for any duties that expressly survive Closing as provided herein.

26. Liens.

In the event that an objection to title consists of an unpaid lien of a defined amount attributable to Seller, Seller has the right to satisfy the lien from the sales proceeds.

27. Assignment; Assignment of Interest.

- a. Seller shall have the right to assign this Agreement without the consent of Purchaser to the State of New Jersey or any division or instrumentality thereof.
- b. Purchaser shall not have the right to assign this Agreement, or any part thereof, prior to the Completion of the Project without first obtaining the express written consent of the Seller, which consent shall not be unreasonably withheld provided that:
 - i. the assignee is an Affiliate of the Purchaser;
 - ii. the assignee is approved by the State of New Jersey's Department of the Treasury Chapter 51 Review Unit for compliance with the State of New Jersey's laws governing political contributions;
 - iii. the assignee has demonstrated to the satisfaction of FMERA that the potential assignee has the financial ability to meet the funding requirements of the assignee's Project;
 - iv. the assignee provides the Seller with an unqualified and unconditional acceptance of the terms and conditions of this Agreement, including but not limited to any and all redevelopment obligations;
 - v. the assignment will not delay the Completion of the Project; and
 - vi. the assignee provides FMERA with satisfactory proof of the managerial experience and project experience of the assignee with projects of similar size and magnitude to the assignee's project; ^{^(and)_}
 - vii. ^{^(the assignee agrees to comply with any and all legally imposed affordable housing requirements, including but not limited to setting aside twenty (20%) percent of the Projects Housing Units for the Affordable Homes).}

- c. Notwithstanding the foregoing, Purchaser shall have the right to assign this Agreement, or any part thereof to an Affiliate Urban Renewal Entity created to undertake the Purchaser's Project without first obtaining the Seller's consent provided that the Affiliate Urban Renewal Entity:
- i. is approved by the State of New Jersey's Department of the Treasury Chapter 51 Review Unit for compliance with the State of New Jersey's laws governing political contributions; and
 - ii. provides the Seller with an unqualified and unconditional acceptance of the terms and conditions of this Agreement, including but not limited to any and all redevelopment obligations.
- d. Except as provided in Section 27(c), prior to the Completion of the Project, any stockholder, partner or member holding a controlling interest in Purchaser at the time of the Effective Date shall not, without the express written consent of the Seller, be permitted to transfer an interest in Purchaser that would result in such stockholder, partner or member no longer having Control over Purchaser. Seller shall not unreasonably withhold its consent to such a transfer provided that the assignee or transferee, as applicable, provides the materials, to Seller's satisfaction, within Subsection 27(b)(ii)-(vi). The foregoing restriction on transfers shall not, however, apply to any publicly traded company.
- e. Any stockholder, partner, or member exercising Control of ^ _____ at the time of the Effective Date shall not be permitted to transfer its interest ^ ____ prior to the Completion of the Project without first obtaining the express written consent of the Seller, which consent shall not be unreasonably withheld, provided that the assignee provides the materials within Subsection 27(b)(ii) – (vi). Such a transfer would be considered a default under Section 23.
- f. The Parties agree that if Seller authorizes an assignment in accordance with the terms herein, then Seller shall enforce this Agreement against the assignee and Seller shall release Purchaser from any and all duties, obligations, claims and damages arising under this Agreement to the extent that they relate to the portion of the Property and Project being assigned.

28. Successors and Assigns.

This Agreement shall inure to the benefit of and shall bind the Parties, their successors and assigns.

29. Entire Agreement.

It is understood and agreed that all understandings and agreements between the Parties regarding purchase, sale and conveyance of the Property are merged in this Agreement which alone fully and completely expresses their agreement. This Agreement replaces and supersedes any previous agreements between the Purchaser and the Seller regarding the purchase, sale and conveyance of the Property. This Agreement can only be changed by an agreement in writing signed by both Purchaser and Seller. The Seller states that the Seller has not made any other Agreement to sell the Property to anyone else.

30. Governing Law.

- a. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of New Jersey without respect to any principles of conflict of law, both as to interpretation and performance. Seller and Purchaser waive any statutory or common law presumption which would serve to have this document construed in favor and against either party as the drafter.
- b. The Parties agree that any and all claims made or to be made against the Seller based in contract law shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Parties also agree that any and all claims for damages made or to be made against the Seller 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.

31. Partial Invalidity.

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to

which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.

32. Headings.

The headings of the various Sections and Exhibits of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain or restrict any of the provisions of this Agreement.

33. No Partnership or Joint Venture.

Nothing contained in this Agreement will make or will be construed to make the Parties hereto joint venture partners with each other, it being understood and agreed that the only relationship between Purchaser and Seller hereunder is that of Seller and Purchaser. Nor should anything in this Agreement render or be construed to render either of the Parties hereto liable to the other for any third party debts or obligations due the other party.

34. No Third-Party Rights or Benefits.

Nothing in this Agreement shall be construed as creating any rights of enforcement against any person or entity that is not a party to this Agreement, nor any rights, interest or third-party beneficiary status for any entity or person other than Purchaser and Seller. This Agreement is not an obligation of the State of New Jersey or any political subdivision thereof (other than FMERA) nor shall the State or any political subdivision thereof (other than FMERA) be liable for any of the obligations under this Agreement. Nothing contained in this Agreement shall be deemed to pledge the general credit or taxing power of the state or any political subdivision thereof (other than FMERA).

35. No Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other

right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

36. Time Periods.

All time periods contained in this Agreement shall expire at five o'clock (5:00) p.m. Eastern Time on the date performance is due and any performance after such time and any notice received after such time shall be deemed to have occurred on the next business day. In the event that any date falls on a weekend or any other day which commercial banks in the State of New Jersey are closed or permitted to be closed, the date shall be deemed to extend to the next business day.

37. Force Majeure.

Neither the Seller nor Purchaser shall be in default of this Agreement if the delay or failure to perform is by reason of a Force Majeure event or condition. Any extension of the timeframes for performance of obligations set forth in this Agreement for Force Majeure shall be contingent upon the Party claiming a Force Majeure notifying the other Party in writing within thirty (30) days of the occurrence of the event resulting in the failure or delay of performance. The time of performance shall be extended for the period of the delay occurring as a result of the Force Majeure event; provided, however, that in no event shall the extension of the timeframe exceed twelve (12) months in the aggregate for all Force Majeure or Tolling events.

38. Publication.

Purchaser and Seller agree to consult with and cooperate with each other on the content and timing of all press releases and other public announcements relating to the transactions contemplated by this Agreement and that Purchaser shall not issue any announcement or statement without the express written approval of Seller as to the text of the announcement.

39. Recording.

- a. Purchaser shall not record nor attempt to record this Agreement; however, Purchaser may record the following:
 - i. a memorandum or “short form” of this Agreement;
 - ii. a Notice of Settlement; or
 - iii. other reporting requirements under the Federal Securities Laws or other securities laws applicable to the Purchaser, provided that the documents that Purchaser proposes to record are provided to the Seller for review and approval, which shall not be unreasonably delayed or withheld, prior to recording.
- b. This Section shall survive the termination of the Agreement.

40. Lis Pendens.

Unless Seller defaults, Purchaser hereby waives any right or privilege to place a lis pendens upon the Property or any property owned or controlled by FMERA and, accordingly, notwithstanding anything contained herein to the contrary, Purchaser shall be liable for all damages, including, but not limited to Seller’s costs of removing the lis pendens for Purchaser’s failure to comply with the terms hereof. This Section shall survive the termination of this Agreement.

41. Authority Representations of Purchaser and Seller.

Purchaser and Seller hereby represent to each other on and as of the date of this Agreement and on and as of the date of the transfer(s) provided for herein, that each have full capacity, right, power and authority to execute, deliver and perform this Agreement, and all required action and approvals therefore have been duly taken and obtained. The individual(s) signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller and Purchaser shall be duly authorized to sign the same on Purchaser’s and Seller’s behalf and to bind Seller and Purchaser thereto. This Agreement and all documents to be executed pursuant to Seller and Purchaser are and shall be binding upon and enforceable against Seller and Purchaser in accordance with their respective terms. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulations or ruling of any court or governmental authority, or conflict with,

result in a breach of, or constitute a default under any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Purchase or Seller is bound.

42. Political Campaign Contributions.

a. For the purpose of this Section, these terms shall be defined as follows:

i. **“Business Entity”** means:

1. A for-profit entity as follows:

- a. In the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls ten percent (10%) or more of the stock of corporation;
- b. In the case of a general partnership: the partnership and any partner;
- c. In the case of a limited partnership: the limited partner and any partner;
- d. In the case of a professional corporation: the professional corporation and any shareholder or officer;
- e. In the case of any limited liability company; the limited liability company and any member;
- f. In the case of a limited liability partnership; the limited liability partnership and any partner;
- g. In the case of a sole proprietorship; the proprietor; and
- h. In the case of any other form of entity organized under the laws of this State or other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

- 2. Any subsidiary directly or indirectly controlled by the Business Entity;
- 3. Any political organization organized under Section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Business Entity, other than a candidate committee, election fund, or political committee; and

4. With respect to an individual who is included within the definition of Business Entity, the individual's spouse or civil union partner, and any child residing with the individual, provided, however, that, Chapter 51 shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of Section 9 of Chapter 51 (N.J.S.A.19:44A-20.21).
 - ii. **"Chapter 51"** means L. 2005, c. 51 (N.J.S.A. 19:44A-20.13 through 19:44A-20.25, inclusive) as expanded by Executive Order 117 (Corzine 2008).
 - iii. **"Contribution"** means a contribution reportable by a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act" L. 1973, c. 83 (N.J.S.A.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1.
- b. The terms, restrictions, requirements and prohibitions set forth in Chapter 51 are incorporated into this Agreement by reference as material terms of this Agreement with the same force and effect as if Chapter 51 were stated herein in its entirety. Compliance with Chapter 51 by Purchaser shall be a material term of this Agreement.
- c. Purchaser hereby certifies to FMERA that commencing on and after October 15, 2004, Purchaser (and all other persons or entities within the definition of Business Entity in relation to Purchaser) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a contract agreement between Purchaser and Seller pursuant to Chapter 51. Purchaser hereby further certifies to the Seller that any and all certifications and disclosures delivered to the Seller by Purchaser (and each person or entity included within the definition of Business Entity in relation to Purchaser) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of Chapter 51, the Seller shall have the right to declare this Agreement to be in default.

- d. Purchaser hereby covenants that Purchaser (and each of the persons or entities within the definition of Business Entity in relation to Purchaser) shall not knowingly solicit or make any Contributions of money, or pledge of a Contribution, including in-kind Contributions, that would bar a contract agreement between Purchaser and Seller pursuant to Chapter 51 prior to the expiration or earlier termination of this Agreement. The provisions of this Section 42 are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Purchaser (and each person or entity included within the definition of Business Entity in relation to Purchaser) in violation of Chapter 51, the Seller shall have the right to declare this Agreement to be in default.
- e. In addition to any other event of default specified in this Agreement, the Seller shall have the right to declare an event of default under this Agreement if: (i) Purchaser (or any person or entity included within the definition of Business Entity in relation to the Purchaser) makes or solicits a Contribution in violation of Chapter 51, (ii) Purchaser (or any person or entity included within the definition of Business Entity in relation to the Purchaser) knowingly conceals or misrepresents a Contribution given or received; (iii) Purchaser (or any person or entity included within the definition of Business Entity in relation to the Purchaser) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Purchaser (or any person or entity included within the definition of Business Entity in relation to the Purchaser) makes or solicits any Contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or of Lieutenant Governor, to any State, County, or municipal party committee, or any legislative leadership committee; (v) Purchaser (or any person or entity included within the definition of Business Entity in relation to the Purchaser) engages or employs a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by Purchaser (or any person or entity included within the definition of Business Entity in relation to the Purchaser) directly would violate the restrictions of Chapter 51; (vi) Purchaser (or any person or entity included within the definition of Business Entity in relation to the Purchaser) funds Contributions made by

third parties, including consultants, attorneys, family members, and employees; (vii) Purchaser (or any person or entity included within the definition of Business Entity in relation to the Purchaser) engages in any exchange of Contributions to circumvent the intent of Chapter 51; (viii) Purchaser (or any person or entity included within the definition of Business Entity in relation to the Purchaser) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of Chapter 51 or (ix) any material misrepresentations exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Purchaser to the Seller in connection with this Agreement.

- f. The Parties agree that on ^ _____ FMERA received confirmation from the Department of the Treasury's Chapter 51 Review Unit that Purchaser was approved for two (2) year Chapter 51/EO117 certification. Purchaser hereby acknowledges and agrees that pursuant to Chapter 51, Purchaser shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of this Agreement. If after the effective date of this Agreement and before the entire Purchase Price is paid to FMERA, any Contribution is made by Purchaser and the Treasurer of the State of New Jersey determines such Contribution to be a conflict of interest in violation of Chapter 51, FMERA shall have the right to declare this Agreement to be in default.

43. Notices.

- a. Any notices required to be given under this Agreement must be in writing and shall be addressed as follows:

TO: Fort Monmouth Economic Revitalization Authority
502 Brewer Avenue
Oceanport, New Jersey 07757
Attention: Bruce Steadman, Executive Director

CC: ^ (FMERA's Counsel)
Attention:

AND

TO: ^ (Purchaser)
Attention:

CC: ^ (Purchaser's Counsel)
Attention:

- b. All notices which must be given under this Agreement are to be given either by:
 - i. personal service,
 - ii. certified mail, return receipt requested, addressed to the other party at their address specified above, or
 - iii. overnight delivery service, addressed to the other party at their address specified above (e.g. Federal Express, United Parcel Service, DHL, United State Postal Service Next Day Mail); and
 - iv. with a copy by facsimile and/or electronic mail.
- c. Either party may change the address to which notice must be provided pursuant to this Agreement by providing notice, in accordance with this provision, to the other party at that party's last-identified address, provided that such change of address shall not take effect until five (5) days following the date of such notice.
- d. Each party authorizes the other to rely in connection with their respective rights and obligations under this Agreement upon approval by the parties named above or any person designated in substitution or addition hereto by notice, in writing, to the party so relying.

44. Brokerage Commissions.

Seller and Purchaser represent to each other that each has had no dealings with any other broker, salesperson or agent in connection with the sale of the Property. In no event shall Seller be responsible for a commission to any broker. The provisions of this Section shall survive Closing and/or any termination of this Agreement.

45. Counterparts.

This Agreement may be simultaneously executed in several counterparts, or with counterpart signature pages, and may be delivered by facsimile or electronic mail, it being

understood that all such counterparts or counterpart signature pages, taken together, shall constitute one and the same instrument.

46. Exhibits.

By execution of this Agreement, Purchaser acknowledges receipt of all Exhibits described in and attached to this Agreement.

47. Utilities.

- a. Non-potable water and sanitary sewer service are currently provided over former Army owned systems. For a transitional period FMERA will continue to service the Property over these systems which must be metered by the Purchaser, at no cost or expense to FMERA. The Purchaser, at its sole cost and expense, will be required to relocate laterals and to reconnect utilities as necessary as new trunk infrastructure are installed and will be responsible for establishing service connections and accounts at Purchaser's cost with New Jersey Natural Gas Company, New Jersey American Water Company and the ^ (Two Rivers Water Reclamation Authority/Borough of Tinton Falls Sewer Authority) as required for the Project.
- b. Electricity is currently provided by FMERA over the former Army system. For a transitional period FMERA will continue to service the Property over these systems. Purchaser shall, at its sole cost and expense, be required to establish metered electric service directly with Jersey Central Power & Light Company ("JCP&L") at the earliest possible date, but no later than Seller's conveyance of the Main Post electric distribution system to JCP&L. Any existing transformers and electric distribution lines on the Property that are not needed by JCP&L will become the property of the Purchaser.
- c. Purchaser responsible for replacement, repair, maintenance and/or relocation of utilities within the Property, subject to Seller's review and approval, as required for the Project.

- d. Beginning three (3) months after the Effective Date of this Agreement, Purchaser shall be responsible for utility costs and property maintenance expenses associated with the Property regardless of whether the Purchaser has closed on the Property. At Purchaser's election, Purchaser shall either install electric and water meters or disconnect these services within three (3) months of PSARA execution.
- e. During the Due Diligence Period, the Purchaser shall make every effort to ensure that all utilities serving and/or traversing the Property are accounted for in its conceptual development plan.
- f. Purchaser shall be responsible to fund or install, at its sole expense, ^_____ linear feet of new water main and ^_____ linear feet of new sewer main in off-site locations, as directed by Seller. Purchaser shall fund or install said water and sewer mains within ^_____ months of the Closing.

48. Miscellaneous.

Wherefore the Seller and Purchaser have signed this Agreement as of the date first written above.

ATTEST:

FORT MONMOUTH ECONOMIC
REVITALIZATION AUTHORITY, Seller

By:
Bruce Steadman
Executive Director

ATTEST:

^ _____, Purchaser

By: _____

STATE OF NEW JERSEY)

)

COUNTY OF MONMOUTH)

The foregoing instrument was acknowledged before me this ____ day of _____, by
^ _____, on behalf of the Purchaser.

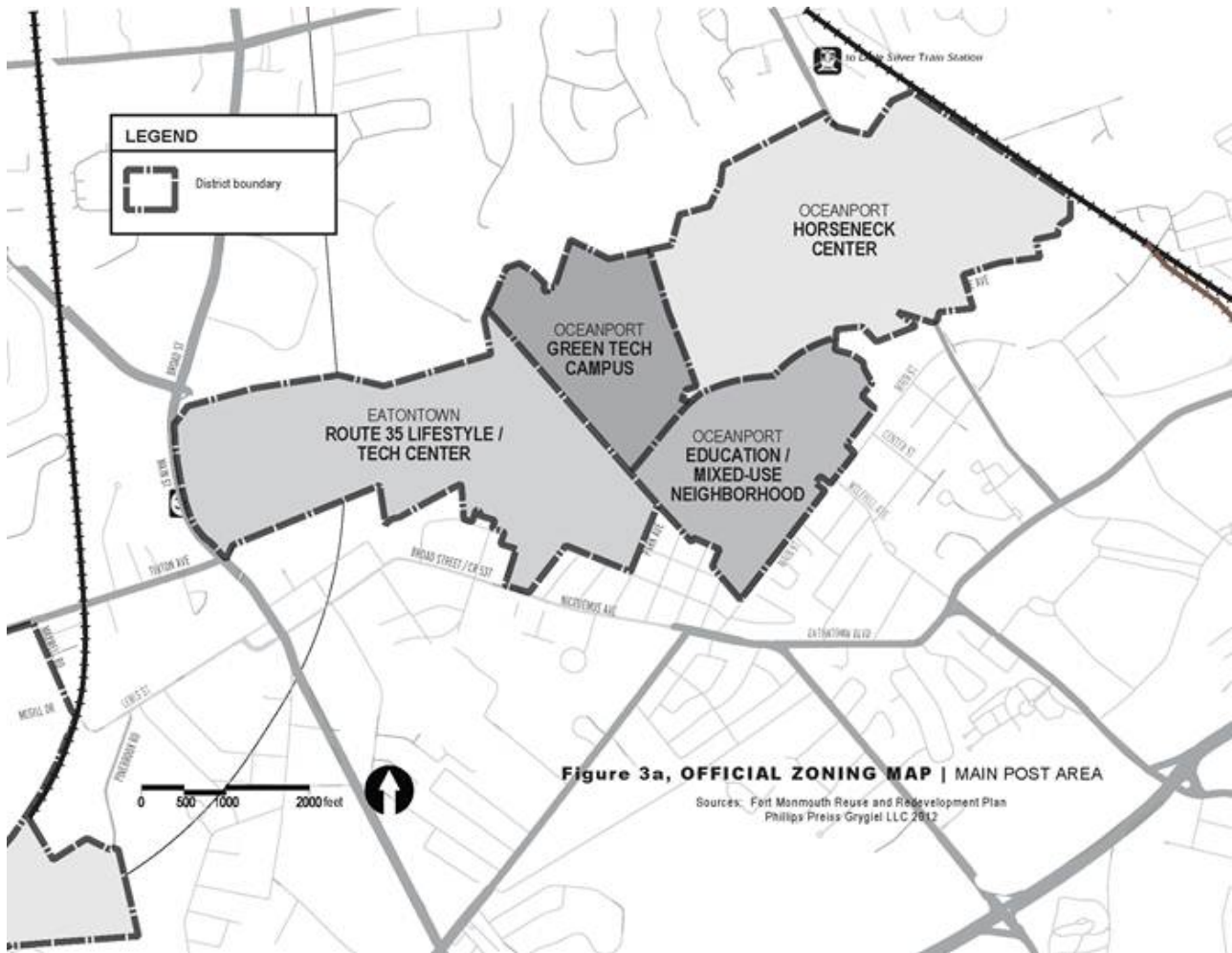
Attorney

[illegible]

The foregoing instrument was acknowledged before me this ____ day of ____ 20__, by Fort Monmouth Economic Revitalization Authority, a public body corporate and politic constituted as an independent authority and instrumentality of the State of New Jersey (the “Seller”), pursuant to P.L. 2010, c. 51, by Bruce Steadman, its Executive Director, on behalf of the Company.

^(FMERA's counsel)_____

ATTACHMENT #5
DEVELOPMENT DISTRICTS ZONING MAP



ATTACHMENT #6
EXISTING BUILDING INVENTORY

Building Number	<u>P</u>ermanent/<u>T</u>emporary <u>S</u>emi Permanent	Building/Property Description	Unit	Gross Area	Year Built
12	P				
63	T	STORAGE GP INST	SF	3696	1940
75	P	SCALE HOUSE	SF	450	1969
79	P	STR SHED GP INS	SF	3600	1982
105	T	STORAGE GP INST	SF	4800	1943
106	T	STORAGE GP INST	SF	4050	1943
116	P	STORAGE GP INST	SF	40951	1943
117	P	STORAGE GP INST	SF	43920	1943
142	P	BOX/CRATE SHOP	SF	6316	1922
159	S	STORAGE GP INST	SF	3438	1941
166	P	ENG/HOUSING MNT	SF	4810	1942
166	P	ADMIN GEN PURP	SF	3455	
167	P	ADMIN GEN PURP	SF	13570	1942
173	P	LAB/TST BLDG GP	SF	1800	1974
173	P	ADMIN GEN PURP	SF	3806	
174	P	STORAGE GP INST	SF	782	1995
273	P	VEH FUEL MOGAS			1991
273	P	FUEL/POL BLDG	SF	72	
273	P	MOGAS STR UNGD			
276	P	ADMIN GEN PURP	SF	2744	1953
277	P	ADMIN GEN PURP	SF	12600	1951
279	P	ENG/HOUSING MNT	SF	7168	1934
280	P	ENG/HOUSING MNT	SF	9936	1934
281	P	ENG/HOUSING MNT	SF	2544	1934
400	P	SEWAGE LFT STAT			1940
410	T	TT OFF QTRS	SF	4720	1940
413	T	TT OFF QTRS	SF	4720	1940
414	T	STORAGE GP INST	SF	4720	1940
417	T	HOMELESS SHELTR	SF	4720	1940
418	T	TT OFF QTRS	SF	4720	1940
419	T	STORAGE GP INST	SF	2360	1941
419	T	ADMIN GEN PURP	SF	2360	
420	T	ADMIN GEN PURP	SF	4720	1940
421	T	HOMELESS SHELTR	SF	4720	1941
422	T	ADMIN GEN PURP	SF	2360	1940
422	T	PVT/ORG CLUB	SF	2360	
423	T	ADMIN GEN PURP	SF	4720	1941
426	T	PVT/ORG CLUB	SF	4720	1940
427	T	ADMIN GEN PURP	SF	4720	1941
428	T	ADMIN GEN PURP	SF	4720	1941
429	T	ADMIN GEN PURP	SF	4720	1941

434	T	PVT/ORG CLUB	SF	2888	1941
439	T	ADMIN GEN PURP	SF	4720	1941
451	P	PO MAIN	SF	5013	1988
454	P	ADMIN GEN PURP	SF	2135	1939
455	S	Office			
456	S	Office			
457	S	Office			
476	P	STORAGE GP INST	SF	3016	1985
480	S	STORAGE GP INST	SF	9267	1941
481	S	STORAGE GP INST	SF	9267	1941
482	T	HAZ MAT STR INS	SF	9267	1941
484	S	ENG/HOUSING MNT	SF	3817	1941
487	P	PUMP STAT POT			1943
487	P	WTR SUP/TRT BLD	SF	196	
488	P	DRUM RECON PLT	SF	900	1997
490	P	STORAGE GP INST	SF	6069	1939
490	P	TRALR PARK BLDG	SF	5269	
491	P	SEWAGE LFT STAT			1951
497	P	STORAGE GP INST	SF	3000	1940
115	P	MON/MEMORIALS			1952
702	P	CMTY/CONF CTR	SF	12100	1983
563	S	ADMIN GEN PURP	SF	8894	1941
699	P	EXCH AUTO SER	SF	1769	1953
600	P	MCAFEE CENTER'S SCIF	SF	44492	1997
600	P	MCAFEE CENTER COMMO EQ BLDG	SF	45000	
601	P	ORG STR BLDG (warehouse)	SF	16000	1997
602	P	ORG STR BLDG	SF	6000	1997
603	P	Admin GP-Storage and office	SF	11009	2006
604	P	Garage			2006
616	P	CO HQ BLDG	SF	1520	1967
620	P	CO HQ BLDG	SF	1520	1967
671	P	CIDC FLD OPS BD	SF	3020	1967
675	S	ADMIN GEN PURP	SF	2892	1941
676	S	ADMIN GEN PURP	SF	3663	1941
677	S	ADMIN GEN PURP	SF	2592	1941
678	P	ADMIN GEN PURP	SF	1520	1967
555	S	ADMIN GEN PURP	SF	18967	1941
502	P	LIBRARY MAIN/FMERA OFFICE	SF	10650	1974
686	S	THRIFT SHOP	SF	5929	1957
1102	S	STORAGE GP INST	SF	4130	1942
1103	S	ADMIN GEN PURP	SF	4130	1942
1104	S	ADMIN GEN PURP	SF	4130	1942
1105	S	ADMIN GEN PURP	SF	2065	1942
1105	S	PVT/ORG CLUB	SF	2065	
1106	S	PVT/ORG CLUB	SF	4130	1942
1107	S	ADMIN GEN PURP	SF	2065	1942
1107	S	PVT/ORG CLUB	SF	2065	

1215	P	AUDITORIUM GP	SF	18883	1968
1150	P	COMMO CTR-vail hall	SF	36483	1952
1152	P	INFO PROC CTR	SF	7200	1971
200	S	XMITTER BLDG	SF	1280	1958
1200	P	ADMIN GEN PURP	SF	84878	1953
1201	P	EMERG OPNS CNTR	SF	14764	1953
1201	P	ADMIN GEN PURP	SF	73114	
1202	P	ADMIN GEN PURP	SF	84878	1953
1203	P	INFO PROC CTR	SF	83438	1953
1204	P	GEN INST BLDG	SF	30537	1953
1204	P	LAB INST	SF	1643	
1204	P	AUTO-AID INST	SF	5416	
1204	P	ENLISTED UPH	SF	34902	
1204	P	MISC FAC DET	SF	9500	
1204	P	AUDITORIUM GP	SF	6683	
1205	P	ENLISTED UPH	SF	76857	1953
1205	P	DINING FACILITY	SF	6683	
1206	P	PRUDEN AUDITORIUM GP	SF	9256	1953
1207	P	MALLETTE HALL ADMIN GEN PURP	SF	57386	1953
1208	P	EMERG OPNS CNTR	SF	1423	1953
1208	P	ADMIN GEN PURP-CECOM HEADQTRS	SF	126641	
1209	P	LAB/TST BLDG GP	SF	23124	1953
1209	P	ADMIN GEN PURP	SF	69372	
1209	P	ORG STR BLDG-CECOM	SF	600	
1210	P	COMMO EQ BLDG-software eng center	SF	23780	1953
1210	P	ADMIN GEN PURP-software eng center	SF	61732	
1210	P	LAB/TST BLDG GP-software eng center	SF	30866	
1210	P	FST FD/SNK BAR-software eng center	SF	496	
1211	P	OUTDOOR THEATER			1953
1212	P	ADMIN GEN PURP	SF	6029	1960
1213	P	ADMIN GEN PURP	SF	9205	1967
1214	P	ADMIN GEN PURP	SF	7685	1967
1220	P	HEAT PLANT OIL			1953
1220	P	HEAT PLT BLDG	SF	9011	

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ATTACHMENT #7
ENVIRONMENTAL CARVE-OUTS & EXISTING CARVE-OUTS MAP

ATTACHMENT #7

MEGA PARCEL – SUMMARY OF OUTSTANDING CARVE-OUT PARCELS

- **Parcel B:¹**
 - **Carve-Out Parcel 38, Part 2 of 2** (0.173 acres): A former outdoor pistol range that operated from 1940 to 1955. The U.S. Army submitted a Site Investigation Letter Report, dated September 12, 2016, to the NJDEP seeking a 'No Further Action' (NFA) determination for Parcel 38. In a letter dated November 16, 2016, the NJDEP issued an Unrestricted Use, NFA determination for the subject parcel. Parcel 38, Part 2 of 2, is targeted for transfer to the FMERA on or before December 31, 2021 as part of the Group 5 Finding of Suitability to Transfer (FOST) and Deed.
 - **Carve-Out Parcel 102B** (1.635 acres): A former skeet range that operated from 1940 to 1955. The U.S. Army submitted a Site Investigation Letter Report, dated October 19, 2017, to the NJDEP seeking a NFA determination for Parcel 102B. In a letter dated December 12, 2017, the NJDEP issued an Unrestricted Use, NFA determination for the subject parcel. Parcel 102B is targeted for transfer to the FMERA on or before December 31, 2021 as part of the Group 5 FOST and Deed.
- **Parcel 3:**
 - **A portion of Carve-Out Parcel 44, the M3 Landfill** (± 8 acres): The U.S. Army operated the M3 Landfill from 1959 to 1964. Due to various environmental contaminants (i.e. polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), pesticides, and heavy metals) being identified in the surface soils that capped the M3 Landfill, the U.S. Army proposed to construct a 2-foot vegetated soil cap overtop the entire length of the subject landfill. The U.S. Army submitted a Record of Decision (ROD) report, dated June 2017, to the NJDEP proposing to construct a 2-foot vegetated soil cap across the M3 Landfill. The NJDEP approved the ROD in a letter dated June 13, 2017. Soil capping work is currently underway at the M3 Landfill and subject landfill is targeted for transfer to the FMERA by the end of calendar year 2023. The final deed that is conveyed to FMERA by the Army may place a deed restriction with certain limits, including, but not limited to, prohibiting residential use. There are no remaining groundwater issues at the M3 Landfill.
 - **A portion of Carve-Out Parcel 44, the M5 Landfill** (± 3.2 acres): The U.S. Army operated the M5 Landfill from 1952 to 1959. Due to various environmental contaminants (i.e. PAHs, PCBs, pesticides, and heavy metals) being identified in the surface soils that capped the M5 Landfill, the U.S. Army proposed to construct a 2-foot vegetated soil cap overtop the entire length of the subject landfill. The U.S. Army submitted a ROD report, dated June 2017, to the NJDEP proposing to construct a 2-foot vegetated soil cap across the M5 Landfill. The NJDEP approved the ROD in a letter dated June 13, 2017. Soil capping work is currently underway at the M5 Landfill. Historically, tetrachloroethylene (PCE), trichloroethylene (TCE), dichloroethylene (DCE), and vinyl chloride (VC) have been observed in shallow groundwater at the M5 Landfill. Referenced contaminants have been delineated both horizontally and vertically. The U.S. Army is targeting monitored natural attenuation (MNA) as the presumptive remedy for site groundwater. Groundwater modeling, as required by the NJDEP, is yet to commence for the M5 landfill. Upon completing the groundwater modeling, the U.S. Army will prepare a Classification Exception Area (CEA) report for groundwater and will submit said report to the NJDEP for their approval. The M5 Landfill is targeted for transfer to the FMERA by the end of calendar year 2025. The final deed that is conveyed to FMERA by the Army may place a deed restriction with certain limits, including, but not limited to, prohibiting residential use.
 - **Carve-Out Parcel 102A** (0.166 acres): A former skeet range that operated from 1940 to 1955. The U.S. Army submitted a Site Investigation Letter Report, dated October 19, 2017, to the NJDEP seeking

¹ The location of the referenced parcels can be ascertained in Attachment #1

a NFA determination for Parcel 102A. In a letter dated December 12, 2017, the NJDEP issued an 'Unrestricted Use', NFA determination for the subject parcel. Parcel 102A is targeted for transfer to the FMERA by the end of calendar year 2022.

- **Carve-Out Parcel 102C** (0.509 acres): A former skeet range that operated from 1940 to 1955. Parcel 102C lies completely within the boundaries of the M3 Landfill. As mentioned above, the U.S. Army has proposed to construct a 2-foot vegetated soil cap overtop the entire length of the M3 Landfill. This remedial approach was approved by the NJDEP in a letter dated June 13, 2017. Soil capping work is currently underway and once completed, the final soil cap work will allow the NJDEP to issue a "remedy in place" letter for Parcel 102C. Parcel 102C is targeted for transfer to the FMERA by the end of calendar year 2023. The final deed that is conveyed to FMERA by the Army may place a deed restriction with certain limits, including, but not limited to, prohibiting residential use.
- **Vail Hall Parcel:** No Carve-Out Parcels.
- **Parcel 2:**
 - **Carve-Out Parcel 40, the M2 Landfill** (5.672 acres): The U.S. Army operated the M2 Landfill from 1964 to 1968. Due to various environmental contaminants (i.e. (PAHs), PCBs, pesticides, and heavy metals) being identified in the surface soils that capped the M2 Landfill, the U.S. Army proposed to construct a 2-foot vegetated soil cap overtop the entire length of the subject landfill. The U.S. Army submitted a ROD report, dated October 19, 2017, to the NJDEP proposing to construct a 2-foot vegetated soil cap across the M5 Landfill. The NJDEP approved the ROD in a letter dated October 25, 2017. Soil capping work is currently underway at the M2 Landfill. Historically, benzene, chlorobenzene, 1,4-dichlorobenzene, methyl tert-butyl ether (MTBE), and naphthalene have been observed in shallow groundwater at the M2 Landfill. Referenced contaminants have been delineated both horizontally and vertically. The U.S. Army is targeting MNA as the presumptive remedy for site groundwater. Groundwater modeling, as required by the NJDEP, is yet to commence for the M2 landfill. Upon completing the groundwater modeling, the U.S. Army will prepare a CEA report for groundwater and will submit said report to the NJDEP for approval. The M2 Landfill is targeted for transfer to the FMERA by the end of calendar year 2025. The final deed that is conveyed to FMERA by the Army may place a deed restriction with certain limits, including, but not limited to, prohibiting residential use.
- **McAfee Parcel:** All Carve-Out Parcels have been addressed by the Army and transferred to FMERA.
- **FMERA Office:** No Carve-Out Parcels
- **Thrift Shop Parcel:** All Carve-Out Parcels have been addressed by the Army and transferred to FMERA.
- **555 Parcel:** No Carve-Out Parcels
- **Tech Campus A:**
 - **Carve-Out Parcel 52, IRP Site FTMM-53** (1.186 acres): A former Army/Air Force Exchange Services (AAFES) gas station, building 699, constructed in 1953. A significant discharge of gasoline to soil and groundwater was reported in 1989. Ultimately, a groundwater pump and treat system, to include air sparging and soil vapor extraction wells, was constructed and maintained at the site. The gas station itself permanently closed in June of 2011. In 2013, and with the approval of the NJDEP, the remedial system operating at the former AAFES gas station was permanently shut down. At present, the U.S. Army is targeting MNA as the final remedy for site groundwater. Groundwater modeling, as required by the NJDEP, is yet to commence for Parcel 52. Upon completing the groundwater modeling, the U.S. Army will prepare a CEA report for site groundwater and will submit

said report to the NJDEP for approval. Parcel 52 is targeted for transfer to the FMERA by the end of calendar year 2025. The final deed that is conveyed to FMERA by the Army may place a deed restriction with certain limits, including, but not limited to, prohibiting residential use.

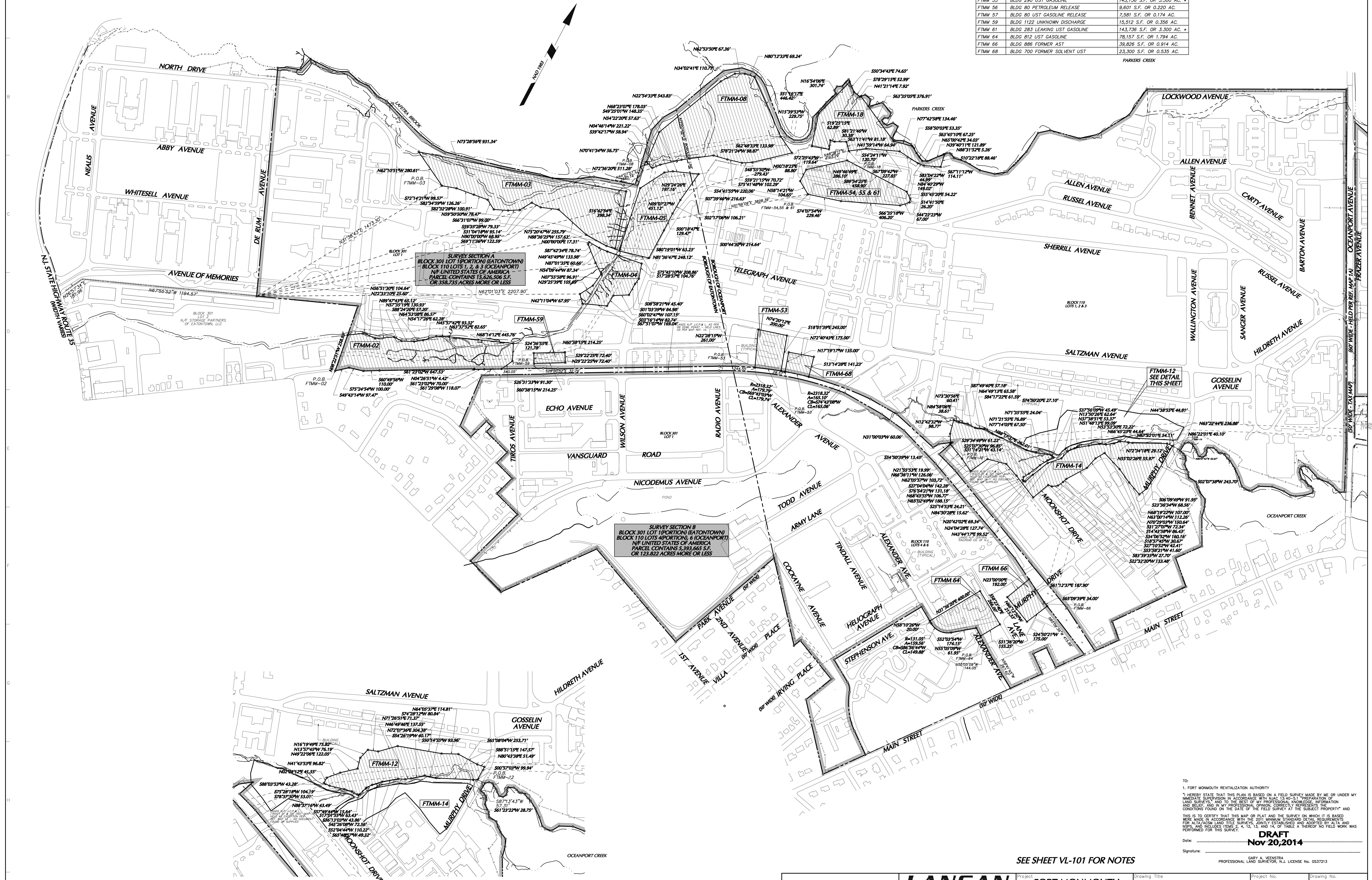
- **Carve-Out Parcel 96, IRP Site FTMM-68 (2.321 acres):** Former building 565, located within the footprint of Parcel 96, once housed a dry-cleaning operation. PCE was the primary solvent used as part of the dry-cleaning operation. According to Army records, former building 565 was demolished in 2001. It should be noted carve-out Parcel 52 is located directly adjacent to carve-out Parcel 96. As part of ongoing remedial work at carve-out parcel 52, PCE was detected at monitoring well 699MW09. It should be noted PCE is not a constituent of gasoline which is the source of contamination at carve-out Parcel 52. Upon further investigation, Army staff confirmed a former dry-cleaning operation once existed at Parcel 96. In April of 2011, a 500-gallon UST containing PCE was identified at Parcel 96. On April 9, 2011, the referenced UST was pumped out and removed from the ground. At the time of closure, it was noted the UST was heavily corroded and leaking in several places. A discharge of PCE from the UST was also observed to both soil and groundwater. As an interim remedial action, the Army performed two rounds of chemical of injections in the source area to reduce PCE concentrations in saturated zone. The Army also excavated additional contaminated soils in December of 2018. In November of 2020, the Army submitted a Remedial Investigation/Feasibility Study (RI/FS) report for Parcel 96 to the NJDEP. The RI/FS report evaluates eight potential remedial alternatives for bringing PCE impacted soils and groundwater into compliance with applicable remediation standards. In a letter dated March 26, 2021, the NJDEP recommended the Army consider a remedial alternative that combines source area removal and downgradient treatment. The remedial alternative or combination of remedial alternatives selected by the Army must include the completion of a CEA report. In order to complete the CEA report, the Army must conduct groundwater sampling (eight consecutive quarters) and perform groundwater modeling in accordance with NJDEP requirements. The Army has yet to officially respond to the NJDEP's Parcel 96 RI/FS report letter. At present, Parcel 96 is targeted for transfer to the FMERA by the end of calendar year 2025. The final deed that is conveyed to FMERA by the Army may place a deed restriction with certain limits, including, but not limited to, prohibiting residential use.
- **Tech Campus B:** All Carve-Out Parcels have been addressed by the Army and have been transferred to FMERA. However, carve-out Parcel 53 contains pesticide exceedances, in soil, that were measured above both residential and non-residential soil remediation standards. Parcel 53 was transferred to the FMERA as part of the Group 2 FOST and Deed.
- **Greely Field Parcel:** No Carve-Out Parcels
- **Cowan Park Parcel:** No Carve-Out Parcels
- **400 Area Parcel:**
 - **Carve-Out Parcel 79-UST 490-58 (0.093 acres):** UST 490-58 is a former underground storage tank (UST) located at building 490. The UST had a storage capacity of 1,000 gallons, was of steel construction, and was used to store # 2 heating oil. Referenced UST was properly closed, by removal, on May 25, 1990. As part of the BRAC closure process, Army staff determined additional soils impacted by the # 2 heating oil needed to be excavated. Petroleum impacted soils were excavated in March of 2020. Following completion of soil removal activities, the Army prepared a Soil Remedial Completion report for UST 490-58. Referenced report was submitted to the NJDEP in February of 2021 and requested an unrestricted use, NFA determination. In a letter dated March 12, 2021, the NJDEP issued an 'Unrestricted Use, NFA determination for UST 490-58. Parcel 79 UST 490-58 is targeted for transfer to the FMERA on or before December 31, 2021 as part of the Group 5 FOST and Deed.

- Carve-Out Parcel 82** (0.790 acres): Parcel 82 is an undeveloped parcel that was once considered as a potential site for a new warehouse under the Residential Communities Initiative (RCI). In 2004, the Army performed a site investigation to determine the suitability of the site for a new warehouse. Soil samples were collected from fifteen boring locations and analyzed for Volatile Organic Compounds (VOC+15), Semi-Volatile Organic Compounds (SVOC+25), PCBs, Pesticides, and Target Analyte List (TAL) metals. As part of the SVOC analysis, benzo(a)pyrene was detected above its respective RDCSRS in 4 of the 15 soil samples collected. Benzo(a)pyrene concentrations range from 0.50 mg/kg to 3.3 mg/kg. No other SVOCs were detected above their respective RDCSRS. PCBs were detected above its respective RDCSRS in 3 of the 15 soil samples collected. PCB concentrations range from 0.29 mg/kg to 12.0 mg/kg. As part of the TAL metals analysis, lead (Pb) was detected above its RDCSRS in 2 of the 15 soil samples collected. Lead concentrations at boring 9 and 10 measured 498 mg/kg and 467 mg/kg, respectively. No other metals were detected above their respective RDCSRS. Utilizing compliance averaging methods approved by the NJDEP, the two lead detections which were found above its RDCSRS of 400 mg/kg, were successfully mitigated. No VOCs or metals were detected above their respective RDCSRS. The Army performed a soil removal action in June of 2020 that addressed the benzo(a)pyrene and PCB detections in soil. Following completion of soil removal activities, the Army prepared a Soil Remedial Completion report for Parcel 82. Referenced report was submitted to the NJDEP in December of 2020 and requested an unrestricted use, NFA determination. In a letter dated January 29, 2021, the NJDEP issued an ‘Unrestricted Use, NFA determination for the subject parcel. Parcel 82 is targeted for transfer to the FMERA on or before December 31, 2021 as part of the Group 5 FOST and Deed.
- Carve-Out Parcel 83** (8.247 acres): Parcel 83 is associated with numerous former industrial processes and motor pool operations, including: former vehicle washing platforms, photo processing printing plants, vehicle maintenance shops, HVAC shop, plumbing shop, carpentry shop, electric shop and a former coal storage area. Soil and groundwater samples were collected in December 2007 as part of a Phase 2 Site Investigation. A total of 27 surface and 33 subsurface soil samples were collected from 27 distinct Geoprobe borings. A total of 14 groundwater samples were collected from 12 distinct temporary wells that were installed with a Geoprobe rig. All soil and groundwater samples were analyzed for VOC+15, SVOC+25, PCBs, and TAL metals. No VOCs were detected in soils above their respective RDCSRS or in groundwater above their respective Groundwater Quality Standard (GWQS). As part of the SVOC analysis, five PAHs were detected in multiple soil samples above their respective RDCSRS. No SVOCs were detected in groundwater above their respective GWQS. No PCBs were detected in soils above their respective RDCSRS or were detected in groundwater above their respective GWQS. As part of the TAL metals analysis, lead (Pb) was detected above its RDCSRS in 2 of the 27 soil samples collected. Lead concentrations at boring B5 and SB9 measured 972 mg/kg and 1,300 mg/kg, respectively. No other metals were detected above their respective RDCSRS. Utilizing compliance averaging methods approved by the NJDEP, the two lead detections which were found above its RDCSRS of 400 mg/kg, were successfully mitigated. In September of 2020, the Army submitted a RI/FS report for Parcel 83 to the NJDEP. The RI/FS report evaluates four potential remedial alternatives for managing PAH impacted soils. In a letter dated December 10, 2020, the NJDEP recommended the Army consider utilizing a combination of remedial alternatives 2, 3 & 4. Remedial alternative 2 targets “Land Use Controls”, alternative 3 targets “Containment via Asphalt Capping with Alternative 2, and alternative 4 targets “Source Removal via Direct Excavation and Backfill”. The Army has yet to officially respond to the NJDEP’s Parcel 83 RI/FS report letter. The final deed that is conveyed to FMERA by the Army may place a deed restriction with certain limits, including, but not limited to, prohibiting residential use.
- At present, Parcel 83 is tentatively targeted for transfer to the FMERA by the end of calendar year 2023.

- **Carve-Out Parcel 90, IRP Site FTMM-57** (0.174 acres): Parcel 90 is a former fuel dispensing station located in the 400 Area (Building 108). The Army removed five USTs at Parcel 90 on November 2, 1993. The site was reported to the NJDEP as a discharge to the environment, Case # 93-04-12-1939-29. In accordance with NJDEP UST Site Assessment activity requirements, monitoring wells were installed at the site to determine any adverse impact to the environment. Four shallow monitoring wells were installed to help delineate the extent of the contaminants at the site. Benzene, lead and arsenic were initially detected at levels above their respective GWQS. It should be noted that arsenic is not a component of motor fuels and may be associated with naturally occurring glauconitic soils. Subsequent to these findings, natural attenuation was chosen by the Army as the final remedy for both benzene and lead at Parcel 90. Benzene and lead concentrations, in shallow ground water, have since achieved compliance with their respective GWQS. Upon further investigation, PAHs were also identified as a constituent of potential concern in soil. In September of 2020, the Army submitted a RI/FS report for Parcel 90 to the NJDEP. The RI/FS report evaluates four potential remedial alternatives for managing PAH impacted soils. Remedial alternative 1 targets a “Take No Action” approach, alternative 2 targets “Land Use Controls”, alternative 3 targets “Containment via Asphalt Capping with Alternative 2, and alternative 4 targets “Source Removal via Direct Excavation and Backfill”. As of this date, the RI/FS report is still under NJDEP review. At present, Parcel 90 is tentatively targeted for transfer to the FMERA by the end of calendar year 2023. The final deed that is conveyed to FMERA by the Army may place a deed restriction with certain limits, including, but not limited to, prohibiting residential use.
- **Carve-Out Parcel 103** (0.188 acres): Parcel 103 is directly connected to Parcel 83. Please refer to the write-up for Parcel 83 for further information.
- **Carve-Out Parcel 104** (0.186 acres): Parcel 104 is directly connected to Parcel 83. Please refer to the write-up for Parcel 83 for further information.
- **Expo Parcel (M4 Landfill):** A Portion of Carve-Out Parcel 44
 - **Carve-Out Parcel 44, the M4 Landfill** (\pm 1.42 acres): The U.S. Army operated the M4 Landfill from 1955 to 1956. Due to various environmental contaminants (i.e. PAHs, PCBs, pesticides, and heavy metals) being identified in the surface soils that capped the M4 Landfill, the U.S. Army proposed to construct a 2-foot vegetated soil cap overtop the entire length of the subject landfill. The U.S. Army submitted a ROD report, dated June 2017, to the NJDEP proposing to construct a 2-foot vegetated soil cap across the M4 Landfill. The NJDEP approved the ROD in a letter dated June 13, 2017. Soil capping work is currently underway at the M4 Landfill and the subject landfill is targeted for transfer to the FMERA by the end of calendar year 2023. The final deed that is conveyed to FMERA by the Army may place a deed restriction with certain limits, including, but not limited to, prohibiting residential use. There are no remaining groundwater issues at the M4 Landfill.

PARCEL NO.	DESCRIPTION	AREA
FTMM 02	LANDFILL	246,261 S.F. OR 5.653 AC.
FTMM 03	LANDFILL	241,434 S.F. OR 5.538 AC.
FTMM 04	LANDFILL	97,075 S.F. OR 2.229 AC.
FTMM 05	LANDFILL	153,430 S.F. OR 3.522 AC.
FTMM 08	LANDFILL	364,196 S.F. OR 8.361 AC.
FTMM 12	LANDFILL	3010,422 S.F. OR 6.920 AC.
FTMM 14	LANDFILL	182,830 S.F. OR 4.197 AC.
FTMM 18	TRAINING AREA/LANDFILL	171,468 S.F. OR 3.936 AC.
FTMM 63	BLDG 689 GASOLINE STORAGE	47,708 S.F. OR 1.095 AC.
FTMM 64	BLDG 296 GASOLINE STORAGE	143,736 S.F. OR 3.300 AC.
FTMM 55	BLDG 290 UST GASOLINE	143,736 S.F. OR 3.300 AC.
FTMM 56	BLDG 80 PETROLEUM RELEASE	9,601 S.F. OR 0.220 AC.
FTMM 57	BLDG 80 UST GASOLINE RELEASE	7,581 S.F. OR 0.174 AC.
FTMM 59	BLDG 1122 UNKNOWN DISCHARGE	15,512 S.F. OR 0.356 AC.
FTMM 61	BLDG 283 LEAKING UST GASOLINE	143,736 S.F. OR 3.300 AC.
FTMM 64	BLDG 812 UST GASOLINE	78,157 S.F. OR 1.794 AC.
FTMM 66	BLDG 886 FORMER AST	39,826 S.F. OR 0.914 AC.
FTMM 68	BLDG 700 FORMER SOLVENT UST	23,300 S.F. OR 0.535 AC.

PARKERS CREEK



SURVEY SECTION B
BLOCK 301 LOT 1 (PORTION) (EATONTOWN)
BLOCK 110 LOTS 1, 2, & 3 (OCEANPORT)
N/F UNITED STATES OF AMERICA
PARCEL CONTAINS 5,393.665 S.F.
OR 123.822 ACRES MORE OR LESS

SURVEY SECTION A
BLOCK 301 LOT 1 (PORTION) (EATONTOWN)
BLOCK 110 LOTS 1, 2, & 3 (OCEANPORT)
N/F UNITED STATES OF AMERICA
PARCEL CONTAINS 15,626.506 S.F.
OR 358.735 ACRES MORE OR LESS

TO:
1. FORT MONMOUTH REVITALIZATION AUTHORITY
I, HEREBY STATE THAT THIS PLAN IS BASED ON A FIELD SURVEY MADE BY ME OR UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH N.J.A.C. 17:27-5.1 PREPARATION OF LAND SURVEYS AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, AND IN MY PROFESSIONAL OPINION, CORRECTLY REPRESENTS THE CONDITIONS FOUND ON THE DATE OF THE FIELD SURVEY AT THE SUBJECT PROPERTY. AND THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 12, 13, AND 14, OF TABLE A OF FIELD NO FIELD WORK WAS PERFORMED FOR THIS SURVEY.

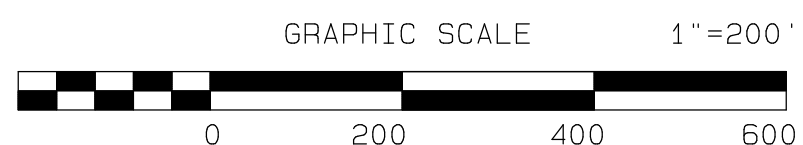
DRAFT
Nov 20, 2014

Date: _____
Signature: _____
GARY A. VEENSTRA
PROFESSIONAL LAND SURVEYOR, N.J. LICENSE NO. 0537213

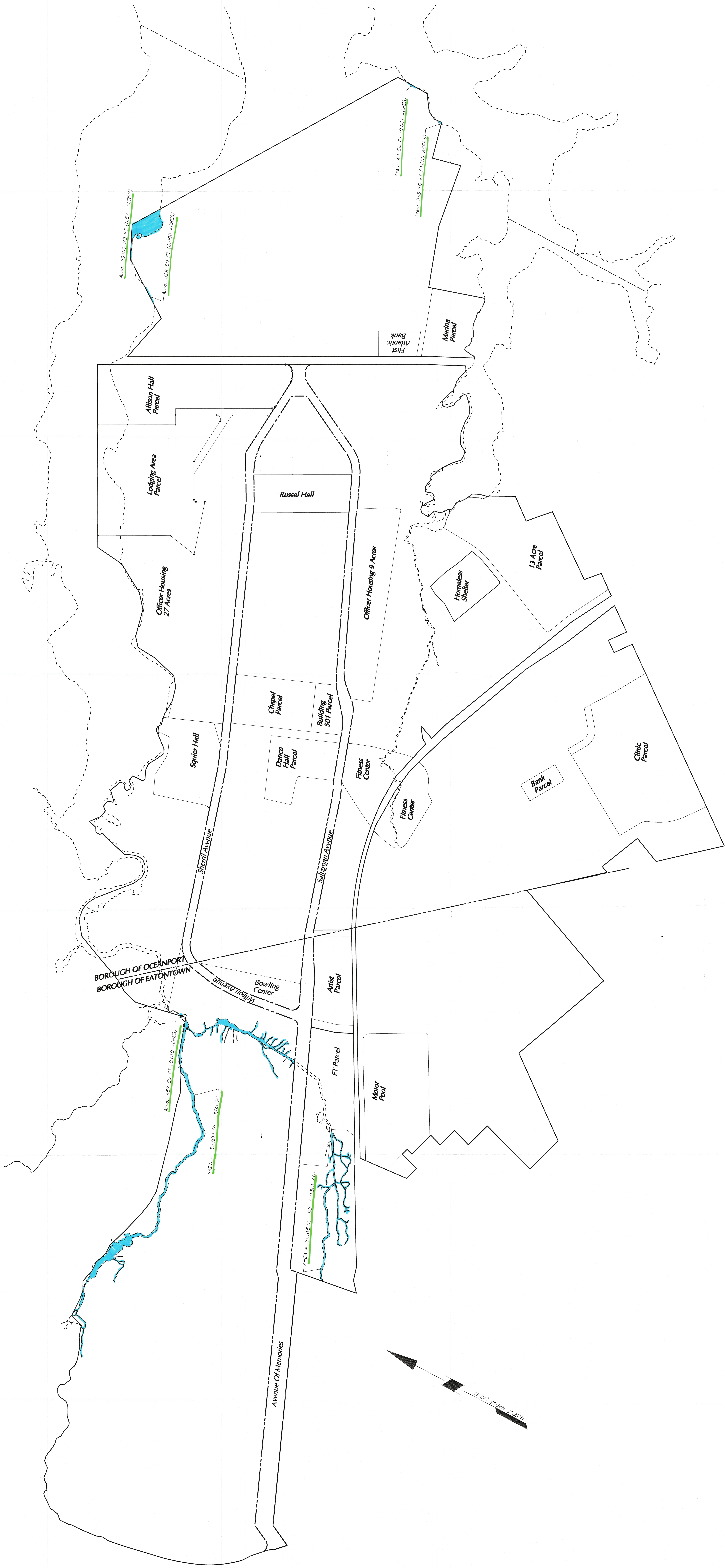
SEE SHEET VL-101 FOR NOTES

LANGAN 1000 Corporate Center, Suite 200, Edison, NJ 08817 732-349-0000 • Fax 732-349-0099 • www.langan.com NEW JERSEY • NEW YORK • VIRGINIA • CALIFORNIA PENNSYLVANIA • CONNECTICUT • FLORIDA ARIZONA • ALABAMA • TEXAS Large Engineering, Environmental, Surveying and Construction Services, Inc. Langan Corporation and its subsidiaries are equal opportunity employers. No Certificate of Authorization No. 24502788600			Project FORT MONMOUTH PHASE TWO PARCEL ENVIRONMENTAL CARVE-OUT PARCELS BOROUGH OF EATONTOWN BOROUGH OF OCEANPORT MONMOUTH COUNTY, NEW JERSEY	Drawing Title ALTA/ACSM LAND TITLE SURVEY FTMM-02, 03, 04, 05, 08, 12, 14, 18, 53, 54, 55, 56, 57, 59, 61, 64, 66, 68 BLOCK 301, LOT 1 (EATONTOWN) BLOCK 110, LOTS 1, 2, & 3 (OCEANPORT)	Project No. 100291701 Date 11/20/2014 Scale 1"=200' Drawn By BP Checked By GAV	Drawing No. VL-102 Sheet 2 of 5
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FTMM 12 LANDFILL



ATTACHMENT #8
OPEN TIDELANDS CLAIMS MAP



Project Title		Project No.	Drawing No.
OPEN TIDELANDS MEGA PARCEL		0025101	VF101
Project Location		Date	Scale
FORT MONMOUTH		JULY 21, 2021	1"=200'
Borough of Eatontown		Drawn By	Checked By
Municipality: County		BP	BP
New Jersey		Sheet	1 of 1

ATTACHMENT #9
UTILITIES

ATTACHMENT #9

UTILITY INFORMATION

Parcel B:

Water

FMERA Water System (formerly U.S Army's Water System): Water service to Parcel B has been cut and capped. The former water distribution remains in place and may be abandoned by the selected Potential Purchaser.

The NJ American Water Company is currently installing a new 24-inch watermain that runs along Avenue of Memories starting from Route 35 and running east to an existing watermain found near the FMERA Office and Fitness Center. The selected Potential Purchaser must coordinate future arrangements for water service with NJ American Water Company.

Sewer

FMERA Sewer System (formerly U.S. Army's Sewer System): Sewer system remains in place at Parcel B but has not been used or maintained for approximately 10 years. Sewer pump station 1227 is not operational and may be removed at selected Potential Purchaser's option and expense.

The selected Potential must construct a new sewer system to support Parcel B. Construction of a new sewer main or sleeving of an existing line that connects Parcel B to a downgradient pump station (Building 1221) is also needed. Reuse of the sewer main may be subject to additional due diligence work by the selected Potential Purchaser at the direction of the Eatontown Sewerage Authority. The selected Potential Purchaser must coordinate future arrangements for sewer service with the Eatontown Sewerage Authority.

Electric

FMERA Electrical System (formerly U.S. Army's Electrical System): Electrical service to Parcel B has been cut off with the exception of the streetlights that line Route 537 at the southern boundary of Parcel B. The electrical substation (Building 1231) found within the boundaries of Parcel B has been decommissioned and most of the equipment associated with the former substation has been sold at auction. Remaining electrical equipment is antiquated and there is a high probability that said equipment will not be compatible with the design of future electrical systems.

FMERA's existing electric system was installed by the army circa 1950-1960 and utilizes 4160 volt power, unlike most modern electric systems which typically utilize 12.5 kilovolt power. The existing electrical infrastructure is functional and services numerous customers across the Fort, however, FMERA must purchase 34.5 kilovolt power from Jersey Central Power and Light (JCP&L) and reduce it to 4160 volt power for distribution to its customers on the Fort. FMERA anticipates transferring the former army power grid to JCP&L within 3-5 years. Until then, the selected Potential Purchaser must design to utilize the 4160 volt, and potentially 12.5 kilovolt once JCP&L takes the grid. The selected Potential Purchaser must coordinate future arrangements for electrical service with FMERA and JCP&L. A new electrical distribution system is needed for Parcel B.

Gas

NJ Natural Gas (NJNG) owns and operates the natural gas system at Fort Monmouth. Gas meters were removed from all buildings located at Parcel B. The selected Potential Purchaser must establish future service directly with NJNG.

Telecommunications

Verizon/FIOS and Comcast/Xfinity are available. The selected Potential Purchaser must coordinate with provider directly.

Miscellaneous

Geothermal Well Fields: Geothermal well fields that supported Buildings 1200, 1201, 1202, 1204, 1205, 1206, 1207, 1208 & 1212 are located within the boundaries of Parcel B. This system may be used by the selected Potential Purchaser, subject to its own due diligence investigations. FMERA does not make any representations or warranties regarding the usability or functionality of these systems. Referenced well fields require proper closure in accordance with the requirements set forth by the NJ Department of Environmental Protection if the selected Potential Purchaser does not utilize the well fields.

Parcel 2:

Water

FMERA Water System (formerly U.S. Army's Water System): The FMERA water distribution system does not extend into Parcel 2.

If needed, the selected Potential Purchaser must construct a new water distribution system to support Parcel 2. The selected Potential Purchaser must coordinate future arrangements for water service with NJ American Water Company.

Sewer

FMERA Sewer System (formerly U.S. Army's Sewer System): The FMERA sewer system does not extend into Parcel 2.

If needed, the selected Potential Purchaser must construct a new sewer system to support Parcel 2. The selected Potential Purchaser must coordinate future arrangements for sewer service with the Eatontown Sewerage Authority (ESA). ESA owns and maintains a sewer main that runs within and along the northern boundary of Parcel 2. ESA has been issued an easement from the U.S. Army Corp. of Engineers, NY District, to maintain and operate said sewer main.

Electric

FMERA Electrical System (formerly U.S. Army's Electrical System): The FMERA electrical distribution system does not extend into Parcel 2. If needed, the selected Potential Purchaser must construct a new electrical distribution system to support Parcel 2.

FMERA's existing electric system was installed by the army circa 1950-1960 and utilizes 4160 volt power, unlike most modern electric systems which typically utilize 12.5 kilovolt power. The existing electrical infrastructure is functional and services numerous customers across the Fort, however, FMERA must purchase 34.5 kilovolt power from Jersey Central Power and Light (JCP&L) and reduce it to 4160 volt power for distribution to its customers on the Fort. FMERA anticipates transferring the former army power grid to JCP&L within 3-5 years. Until then, the selected Potential Purchaser must design to utilize the 4160 volt, and potentially 12.5 kilovolt once JCP&L takes the grid. The selected Potential Purchaser must coordinate future arrangements for electrical service with FMERA and JCP&L.

JCP&L owns a Right-of-Way that runs along the southern boundary of Parcel 2 (outside of Parcel 2). High voltage electric lines (active) are in operation within JCP&L's Right-of-Way.

Gas

There are no known natural gas lines found within the boundaries of Parcel 2. However, FMERA does not own or operate gas utilities, and the selected Purchaser must confirm this with NJNG. The selected Potential Purchaser must establish future service directly with NJNG.

Telecommunications:

Verizon/FIOS and Comcast/Xfinity are available. The selected Potential Purchaser must coordinate with provider directly.

Vail Hall Parcel:**Water**

FMERA Water System (formerly U.S. Army's Water System): Water service to the Vail Hall Parcel has been valved off. The former water distribution remains in place.

The NJ American Water Company is currently installing a new 24-inch watermain that runs along Avenue of Memories starting from Route 35 and running east to an existing watermain found near the FMERA Office and Fitness Center. The selected Potential Purchaser must coordinate future arrangements for water service with NJ American Water Company.

Sewer

FMERA Sewer System (formerly U.S. Army's Sewer System): Sewer system remains in place at the Vail Hall Parcel but has not been used or maintained for approximately 10 years.

The selected Potential Purchaser must construct a new sewer system to support the Vail Hall Parcel. Construction of a new sewer main that connects the Vail Hall Parcel to a downgradient pump station (Building 1221) is also needed. The selected Potential Purchaser must coordinate future arrangements for sewer service with ESA, which is subject to ESA's review and approval.

Electric

FMERA Electrical System (formerly U.S. Army's Electrical System): Electrical service to the Vail Hall Parcel is terminated.

The selected Potential Purchaser must construct a new electrical distribution system to support Vail Hall. FMERA's existing electric system was installed by the army circa 1950-1960 and utilizes 4160 volt power, unlike most modern electric systems which typically utilize 12.5 kilovolt power. The existing electrical infrastructure is functional and services numerous customers across the Fort, however, FMERA must purchase 34.5 kilovolt power from Jersey Central Power and Light (JCP&L) and reduce it to 4160 volt power for distribution to its customers on the Fort. FMERA anticipates transferring the former army power grid to JCP&L within 3-5 years. Until then, the selected Potential Purchaser must design to utilize the 4160 volt, and potentially 12.5 kilovolt once JCP&L takes the grid. The selected Potential Purchaser must coordinate future arrangements for electrical service with FMERA and JCP&L.

Gas

NJNG owns and operates the natural gas system at Fort Monmouth. Gas meters were removed from all buildings located at the Vail Hall Parcel. The selected Potential Purchaser must establish future service directly with NJNG.

Telecommunications

Verizon/FIOS and Comcast/Xfinity are available. The selected Potential Purchaser must coordinate with provider directly.

Miscellaneous

Geothermal Well Fields: Geothermal well fields that supported Buildings 1150 and 1152 are located within the boundaries of the Vail Hall Parcel. This system may be used by the selected Potential Purchaser, subject to their own due diligence investigations. FMERA does not make any representations or warranties regarding the usability or functionality of these systems. If the selected Potential Purchaser does not utilize the well fields, proper closure is required in accordance with the requirements set forth by the NJ Department of Environmental Protection.

McAfee Parcel:

Water

FMERA Water System (formerly U.S Army's Water System): Non-potable water service to Buildings 600, 601, 602, and 603 remains active. Water service to other buildings found within the McAfee Parcel have been valved off.

The FMERA Office, Building 502, also known as Building 401, is currently connected to a water distribution system that is owned and operated by the NJ American Water Company. Building 502 is connected to a 24-inch watermain located along Irwin Avenue.

Water service to the former Thrift Shop, Building 686 has been valved off. The selected Potential Purchaser must coordinate future arrangements for water service with NJ American Water Company.

The NJ American Water Company is currently installing a new 24-inch watermain that runs along Avenue of Memories starting from Route 35 and running east to an existing watermain found near the FMERA Office and Fitness Center parcel (which is not located on the Property). In addition, there is an existing 24-inch watermain, owned and operated by NJ American Water Company, that runs the length of Irwin Avenue. The selected Potential Purchaser must coordinate future arrangements for water service with NJ American Water Company.

Sewer

FMERA Sewer System (formerly U.S. Army's Sewer System): The existing sewer system continues to support Buildings 600, 601, 602, 603, and the FMERA Office, Building 502. The sewer system for other buildings found at the McAfee Parcel remains in place but has not been used or maintained for approximately 10 years.

The selected Potential Purchaser must construct a new sewer system to support the McAfee Parcel. There is a sewer main, owned and operated by the Two Rivers Water Reclamation Authority (TRWRA), that runs along Sherrill Avenue which is due north of the McAfee Parcel. The selected Potential Purchaser must coordinate future arrangements for sewer service with the TRWRA.

Electric

FMERA Electrical System (formerly U.S. Army's Electrical System): Electrical service to Buildings 600, 601, 602, 603, and 604 remains active. Electrical service to Building 502 remains active. Streetlights found within the boundary of the McAfee Parcel are energized.

FMERA's existing electric system was installed by the army circa 1950-1960 and utilizes 4160 volt power, unlike most modern electric systems which typically utilize 12.5 kilovolt power. The existing electrical infrastructure is functional and services numerous customers across the Fort, however, FMERA must purchase 34.5 kilovolt power from Jersey Central Power and Light (JCP&L) and reduce it to 4160 volt power for distribution to its customers on the Fort. FMERA anticipates transferring the former army power grid to JCP&L within 3-5 years. Until then, the selected Potential Purchaser must design to utilize the 4160 volt, and potentially 12.5 kilovolt once JCP&L takes the grid. The selected Potential Purchaser must coordinate future arrangements for electrical service with FMERA and JCP&L. The selected Potential Purchaser must coordinate future arrangements for electrical service with FMERA and JCP&L.

Gas

NJNG owns and operates the natural gas system at Fort Monmouth. Gas service to Buildings 600, 601, 602, and 603 remains active. Gas service also remains active to Building 502. Gas meters were removed from all other buildings located at the McAfee Parcel.

The selected Potential Purchaser must establish future service directly with NJNG.

Telecommunications

Verizon/FIOS and Comcast/Xfinity are available. The selected Potential Purchaser must coordinate with provider directly.

Miscellaneous

Geothermal Well Fields: A geothermal well field that supports Building 603 is located within the boundaries of the McAfee Parcel. This system may be used by the selected Potential Purchaser, subject to their own due diligence investigations. FMERA does not make any representations or warranties regarding the usability or functionality of these systems. If the selected Potential Purchaser does not utilize the well fields, proper closure is required in accordance with the requirements set forth by the NJ Department of Environmental Protection.

Tech Campus A:

Water

FMERA Water System (formerly U.S. Army's Water System): Only Buildings 563 and 699 are located at the subject parcel and have been vacant for approximately 3 years and 10 years, respectively. Water service to Buildings 563 and 699 have been valved off.

The NJ American Water Company is currently installing a new 24-inch watermain that runs along Avenue of Memories starting from Route 35 and running east to an existing watermain found near the FMERA Office and Fitness Center parcel (which not located on the Property). The selected Potential Purchaser must coordinate future arrangements for water service with NJ American Water Company.

Sewer

FMERA Sewer System (formerly U.S. Army's Sewer System): The sewer connections for Buildings 563 and 699 are still in place but not in service.

The selected Potential Purchaser must construct a new sewer system to support the Tech Campus A Parcel. There is a sewer main, owned and operated by the TRWRA, that runs along Sherrill Avenue which is due north of the Tech Campus A Parcel. The selected Potential Purchaser must coordinate future arrangements for sewer service with the TRWRA.

Electric

FMERA Electrical System (formerly U.S. Army's Electrical System): Electrical service to Building 563 is still active and electrical service to Building 699 has been terminated. Electrical equipment found at both buildings are antiquated and there is a high probability that said equipment will not be compatible with the design of future electrical systems. Presently, FMERA 4160V power is available until future arrangements are coordinated.

The selected Potential Purchaser must construct a new electrical distribution system to support Tech Campus A Parcel. FMERA's existing electric system was installed by the army circa 1950-1960 and utilizes 4160 volt power, unlike most modern electric systems which typically utilize 12.5 kilovolt power. The existing electrical infrastructure is functional and services numerous customers across the Fort, however, FMERA must purchase 34.5 kilovolt power from Jersey Central Power and Light (JCP&L) and reduce it to 4160 volt power for distribution to its customers on the Fort. FMERA anticipates transferring the former army power grid to JCP&L within 3-5 years. Until then, the selected Potential Purchaser must design to utilize the 4160 volt, and potentially 12.5 kilovolt once JCP&L takes the grid. The selected Potential Purchaser must coordinate future arrangements for electrical service with FMERA and JCP&L.

Gas

NJNG owns and operates the natural gas system at Fort Monmouth. The gas meters for both buildings have been removed.

The selected Potential Purchaser must coordinate future arrangements for natural gas service with NJNG.

Telecommunications

Verizon/FIOS and Comcast/Xfinity are available. The selected Potential Purchaser must coordinate with provider directly.

Tech Campus B:

Water

FMERA Water System (formerly U.S. Army's Water System): Only Building 702 is located at the subject parcel and has been vacant for approximately 10 years. Water service to Building 702 has been valved off.

The NJ American Water Company owns and operates a watermain located at Wilson Avenue. Wilson Avenue runs along the western boundary of the Tech Campus B Parcel. The selected Potential Purchaser must coordinate future arrangements for water service with NJ American Water Company.

Sewer

FMERA Sewer System (formerly U.S. Army's Sewer System): The sewer connection for Building 702 is still in place but has not been used or maintained for approximately 10 years.

The selected Potential Purchaser must construct a new sewer system to support the Tech Campus B Parcel. The selected Potential Purchaser must coordinate future arrangements for sewer service with ESA.

Electric

FMERA Electrical System (formerly U.S. Army's Electrical System): Electrical service to Building 702 is still active. Streetlights found within the boundary of the Tech Campus B Parcel are energized. Electrical equipment found at Building 702 is antiquated and there is a high probability that said equipment will not be compatible with the design of future electrical systems. Presently, FMERA 4160V power is available until future arrangements are coordinated.

The selected Potential Purchaser must construct a new electrical distribution system to support Tech Campus B. FMERA's existing electric system was installed by the army circa 1950-1960 and utilizes 4160 volt power, unlike most modern electric systems which typically utilize 12.5 kilovolt power. The existing electrical infrastructure is functional and services numerous customers across the Fort, however, FMERA must purchase 34.5 kilovolt power from Jersey Central Power and Light (JCP&L) and reduce it to 4160 volt power for distribution to its customers on the Fort. FMERA anticipates transferring the former army power grid to JCP&L within 3-5 years. Until then, the selected Potential Purchaser must design to utilize the 4160 volt, and potentially 12.5 kilovolt once JCP&L takes the grid. The selected Potential Purchaser must coordinate future arrangements for electrical service with FMERA and JCP&L.

Gas

NJNG owns and operates the natural gas system at Fort Monmouth. The gas meter for Building 702 has been removed.

The selected Potential Purchaser must coordinate future arrangements for natural gas service with NJNG.

Telecommunications

Verizon/FIOS and Comcast/Xfinity are available. The selected Potential Purchaser must coordinate with provider directly.

Greely Field Parcel:**Water**

FMERA Water System (formerly U.S Army's Water System): The FMERA water distribution system does not extend into the Greely Field Parcel. No buildings are found on the Greely Field Parcel with the exception of Building 115, which is a World War 2 Memorial. There is no water service to Building 115.

Sewer

FMERA Sewer System (formerly U.S. Army's Sewer System): An active, forced sewer main runs across the Greely Field Parcel. The forced sewer main originates at Sewer Pump Station 257 and from there runs north through the Greely Field Parcel and into the historic housing area (East Gate).

Electric

FMERA Electrical System (formerly U.S. Army's Electrical System): There is limited electrical power to the World War 2 Memorial in the Greely Field Parcel. There is no other FMERA owned electrical equipment found at the Greely Field Parcel.

Gas

There are no natural gas lines found within the boundaries of the Greely Field Parcel. However, FMERA does not own or operate gas utilities, and the selected Purchaser must confirm this with NJNG. The selected Potential Purchaser must establish future service directly with NJNG.

Telecommunications

Verizon/FIOS and Comcast/Xfinity are available. The selected Potential Purchaser must coordinate with provider directly.

Cowan Park Parcel:**Water**

FMERA Water System (formerly U.S Army's Water System): The FMERA water distribution system found within the boundaries of the Cowan Park Parcel is inactive and valved off.

Sewer

FMERA Sewer System (formerly U.S. Army's Sewer System): The FMERA sewer system found within the boundaries of the Cowan Park Parcel is currently active.

Electric

FMERA Electrical System (formerly U.S. Army's Electrical System): Streetlights found within the boundary of the Cowan Park Parcel are energized. Aside from the streetlights, FMERA provides power to the flagpole lighting. Otherwise, there is no other FMERA owned electrical equipment found at the Cowan Park Parcel.

Gas

There are no natural gas lines found within the boundaries of the Cowan Park Parcel. However, FMERA does not own or operate gas utilities, and the selected Purchaser must confirm this with NJNG. The selected Potential Purchaser must establish future service directly with NJNG.

The selected Potential Purchaser must coordinate future arrangements for natural gas with NJNG.

Telecommunications

Verizon/FIOS and Comcast/Xfinity are available. The selected Potential Purchaser must coordinate with provider directly.

400 Area Parcel:

Water

FMERA Water System (formerly U.S Army's Water System): The FMERA water distribution system found within the boundaries of the 400 Area Parcel is inactive and valved off. There may be additional points off the NJAW owned and operated main within Leonard Avenue, which runs west to east to serve the Horseneck Point neighborhood.

The NJ American Water Company owns and operates a watermain located at Oceanport Avenue. Oceanport Avenue runs along the western boundary of the 400 Area Parcel. The selected Potential Purchaser must coordinate future arrangements for water service with NJ American Water Company.

Sewer

FMERA Sewer System (formerly U.S. Army's Sewer System): The FMERA sewer system located south of Leonard Avenue is still active and the sewer system located north of Leonard Avenue is inactive.

The selected Potential Purchaser must construct a new sewer system to support the 400 Area Parcel. In conjunction with TRWRA, FMERA will be funding the installation of a new sanitary pump station. Future connections may be available at this location. The selected Potential Purchaser must coordinate future arrangements for sewer service with the TRWRA.

Electric

FMERA Electrical System (formerly U.S. Army's Electrical System): Electrical service to the 400 Area Parcel is still active, however, not all buildings have power. JCP&L owned and operated lines traverse the property to service Horseneck Point and other offsite locations.

The selected Potential Purchaser must construct a new electrical distribution system to support the 400 Area. FMERA's existing electric system was installed by the army circa 1950-1960 and utilizes 4160 volt power, unlike most modern electric systems which typically utilize 12.5 kilovolt power. The existing electrical infrastructure is functional and services numerous customers across the Fort, however, FMERA must purchase 34.5 kilovolt power from Jersey Central Power and Light (JCP&L) and reduce it to 4160 volt power for distribution to its customers on the Fort. FMERA anticipates transferring the former army power grid to JCP&L within 3-5 years. Until then, the selected Potential Purchaser must design to utilize the 4160 volt, and potentially 12.5 kilovolt once JCP&L takes the grid. The selected Potential Purchaser must coordinate future arrangements for electrical service with FMERA and JCP&L..

Gas

Only Building 476 has natural gas service at this time.

The selected Potential Purchaser must coordinate future arrangements for natural gas service with NJNG.

Telecommunications

Verizon/FIOS and Comcast/Xfinity are available. The selected Potential Purchaser must coordinate with provider directly.

Barracks Parcel:

Water

FMERA Water System (formerly U.S Army's Water System): Water service to the Artist Parcel has been valved off. The former water distribution remains in place. Buildings 1102, 1103, 1104, 1105, 1106 & 1107 are located within the boundaries of the Barracks Parcel.

The NJ American Water Company owns and operates an existing 8-inch watermain that originates at the intersection of Vanguard Road and Wilson Avenue and then runs north along Wilson Avenue. The 8-inch watermain will be tied into the 24-inch watermain that is currently being installed along the length of

Avenue of Memories. Wilson Avenue forms the western boundary of the Barracks Parcel. The selected Potential Purchaser must coordinate future arrangements for water service with NJ American Water Company.

Sewer

FMERA Sewer System (formerly U.S. Army's Sewer System): Sewer system is still in place at the Artist Parcel but has not been used or maintained for approximately 10 years.

The selected Potential Purchaser must construct a new sewer system to support the Barracks Parcel. The selected Potential Purchaser must coordinate future arrangements for sewer service with ESA.

Electric

FMERA Electrical System (Formerly U.S. Army's Electrical System): Electrical service to the Artist Parcel remains active. Existing electrical equipment is antiquated and there is a high probability that said equipment will not be compatible with the design of future electrical systems.

The selected Potential Purchaser must construct a new electrical distribution system to support the Barracks. FMERA's existing electric system was installed by the army circa 1950-1960 and utilizes 4160 volt power, unlike most modern electric systems which typically utilize 12.5 kilovolt power. The existing electrical infrastructure is functional and services numerous customers across the Fort, however, FMERA must purchase 34.5 kilovolt power from Jersey Central Power and Light (JCP&L) and reduce it to 4160 volt power for distribution to its customers on the Fort. FMERA anticipates transferring the former army power grid to JCP&L within 3-5 years. Until then, the selected Potential Purchaser must design to utilize the 4160 volt, and potentially 12.5 kilovolt once JCP&L takes the grid. The selected Potential Purchaser must coordinate future arrangements for electrical service with FMERA and JCP&L.

Gas

NJNG owns and operates the natural gas system at Fort Monmouth. Gas meters were removed from all six buildings located at the Artist Parcel.

The selected Potential Purchaser must coordinate future arrangements for natural gas service with NJNG.

Telecommunications

Verizon/FIOS and Comcast/Xfinity are available. The selected Potential Purchaser must coordinate with provider directly.

ATTACHMENT #10
NON-NEGOTIABLE LEASE TERMS (TERM SHEET)

ATTACHMENT #10
NON-NEGOTIABLE LEASE TERMS (TERM SHEET)

The following are non-negotiable terms of the lease for Building 502, the FMERA office headquarters.

MATTER	TERM
The Demised Premises	Building 502 on Brewer Avenue (aka Caren Franzini Way) located in Oceanport, N.J. See Attachment #10A: Building Floor Plan and Parking Lot Plan
Lease Start Date	Upon closing of the Mega parcel (i.e. when title transfers)
Term of Lease	6-year initial term with two (2), three (3) year extension options
Permitted Uses	Office Space / Institutional
Tenant Improvements or Alterations	Tenant will have the ability to make alterations at their own cost.
Property Maintenance and Repair	Landlord shall be solely responsible for all maintenance and repair work at landlord's sole cost.
Rent	\$1 per year, including throughout the extension terms.
Operating Expenses	Triple net, the tenant would be responsible for all occupancy expenses and costs associated with occupying and operating the premises, not including maintenance and repair work. Taxes: Tenant will be responsible for property taxes for the building, however, taxes should be limited to building's appraisal and not based on a pro-rata property tax of the entire mega development.
Insurance	Landlord shall maintain or cause to be maintained in full force during the Lease hereof at its sole cost and expense the following types and amounts of insurance: (a) Commercial General Liability (which may include umbrella coverage) with a combined limit of not less than two million dollars (\$2,000,000) for bodily injury and property damage, to include liability assumed under an insured contract. (b) Automobile Liability (which may include umbrella coverage) with a limit of not less than one million dollars (\$1,000,000) each accident, to cover owned, hired and non-owned vehicles. (c) Commercial Property Insurance covering the full replacement value of building, excluding Tenant improvements and any alterations, fixtures or personal property installed by Tenant. Commercial Property Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form CP 10 30 00 (or a substitute providing similar terms and conditions).
Environmental	The lease is subject to the Environmental Protection Provisions set forth in Schedule C originally found in the Quitclaim Deed dated October 25, 2016 from the United States of America and recorded with the Monmouth County Clerk on November 28, 2016 in Book 9199 at Pages 6736, et. seq. to FMERA. The Environmental Protection Provisions shall include reference to Monitoring Wells FTMM-68-MW-22 & FTMM-68-MW-23, and Lead-Based Paint.
Events of Default	(i) Tenant's failure to pay rent; (ii) Tenant's failure to pay any amount due and payable under the lease other than rent; (iii) landlord's failure to provide any facilities or services required of it under the lease; and (iv) any such failure by the landlord which affects life, safety, or the habitability for all or a portion of the Demised Premises.

Assignment/Occupancy	Tenant shall have the ability to sublease this agreement to another governmental entity or to permit occupancy by staff of another State entity.
Compliance with Laws	The lease agreement will include any provisions required by law to be included in leases with state agencies, such as the audit/maintenance of records and any debarment liability provisions. Landlord will be required to provide certifications and disclosures in accordance with L. 2005, c. 51, as expanded by Executive Order 117 (Corzine 2008) prior to lease execution. The terms, restrictions, requirements and prohibitions set forth in L. 2005, c. 51 will be incorporated into the lease agreement and compliance with L. 2005, c. 51 shall be a Material Term of the lease agreement. The lease agreement shall be governed by the laws of the State of New Jersey. The rights and remedies of the landlord shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., which shall be incorporated by reference. Pursuant to N.J.S.A. 52:32-58, the Proposer must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).
Indemnity	To the fullest extent permitted by applicable law, landlord shall release, defend, indemnify and hold harmless the tenant and its directors, employees, consultants, agents, successors and assignees from and against any and all liability for losses (including property damage, injury or death) arising from third party claims to the extent such losses arise out of, or as a consequence of, any breach of the lease agreement by, or any negligence or intentional misconduct of, the landlord or any of its employees, agents, parents, affiliates, subcontractors, subtenants, or suppliers of any tier.

Building 502 Floor Plan and Parking Plan

