

REFERENCE DOCUMENT

FIRST AMENDMENT TO THE FINDINGS OF SUITABILITY
TO TRANSFER – Phase 1 Property Area

**FIRST AMMENDMENT TO THE FINDING OF SUITABILITY TO TRANSFER
FORT MONMOUTH NEW JERSEY,
FORT MONMOUTH MAIN POST PHASE 1 PROPERTIES
NOVEMBER 2014**

Proponent: U.S. Army, BRAC

Project Title: First Amendment to the Finding of Suitability to Transfer (FOST) Fort Monmouth New Jersey, Fort Monmouth Main Post Phase 1 Properties, dated August 2013.

Location of Action: Fort Monmouth, NJ

Description of the Proposed Action: In order to support the transfer of the Phase 1 Properties of Fort Monmouth to the Fort Monmouth Economic Revitalization Authority (FMERA) the Army prepared a FOST dated August 2013 (the original FOST). As a result of Hurricane Sandy, certain portions of the Phase 1 properties were licensed to the Federal Emergency Management Agency (FEMA) for use as temporary housing and thus were not transferred with the remainder of the property covered under the original FOST. The property not transferred with the original deed (dated May 29, 2014) includes approximately 10.00 acres that are known as the Megill Housing Area (see Enclosure 1 to this FOST Amendment - Figure). The Megill Housing Area is now being considered for transfer to FMERA and will be transferred as two separate parcels in two separate deeds. The first parcel is known as the Megill Housing Parcel and includes approximately 10.00 acres. The second parcel is known as the Former Lift Station Parcel, and includes approximately .05 acres. This amendment has been prepared to update the original FOST to provide appropriate covenants and environmental protection provisions for each of the parcels that will make up these transfers as well as providing updated asbestos and lead based paint survey information.

FOST Amendment

1. In order to support this FOST amendment, the Army has prepared an Environmental Condition of Property (ECP) Report Recertification dated November 5, 2014. The recertification evaluated the ECP Update Report dated March 2013 and the original ECP Report dated January 2007.
2. For purposes of the transfer of the Megill Housing Parcel, Enclosure 7 of the original FOST is replaced with Enclosure 2 of this amendment (CERCLA Covenant and Access Provisions and Other Deed Provisions – Megill Housing Parcel) and Enclosure 8 of the original FOST is replaced with Enclosure 3 of this amendment (Environmental Protection Provisions – Megill Housing Parcel).
3. For purposes of the transfer of the Former Lift Station Parcel, Enclosure 7 of the original FOST is replaced with Enclosure 4 of this amendment (Access Provisions and Other Deed Provisions – Former Lift Station Parcel) and Enclosure 8 of the original FOST is replaced with Enclosure 5 of this amendment (Environmental Protection Provisions – Former Lift Station Parcel).
4. Asbestos Containing Material (ACM). As part of the property transfer process, re-inspections of buildings were performed in June and July 2014 for buildings that potentially contained friable asbestos (see Enclosure 6). The findings are consistent with that presented in the original FOST. For the Megill Housing Parcel, ACM had previously existed in the basement on heating pipes and was removed. There is a potential for heating risers to the second floor to contain ACM insulation, however these are inaccessible. For the Former Lift Station Parcel, building 2043 was identified as similar to the housing units and thus any readily accessible ACM was removed. Any remaining friable asbestos that has not been removed or encapsulated will not present an unacceptable risk to human health because the grantee will be responsible for abating any remaining friable asbestos which poses a risk due to its condition or

**FIRST AMMENDMENT TO THE FINDING OF SUITABILITY TO TRANSFER
FORT MONMOUTH NEW JERSEY,
FORT MONMOUTH MAIN POST PHASE 1 PROPERTIES
NOVEMBER 2014**

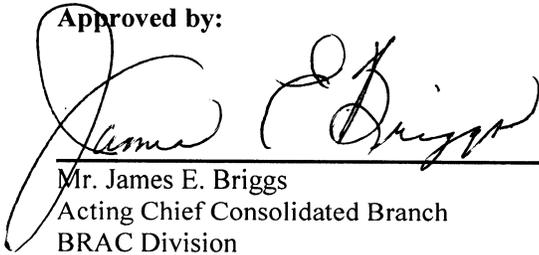
location. The deed will include the asbestos warning and covenant included in Enclosure 3 to this FOST amendment for the Megill Housing Parcel and in Enclosure 5 for the Former Lift Station. .

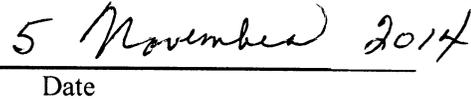
5. Lead Based Paint (LBP). Most facilities and buildings at FTMM were constructed before the DoD ban on the use of lead based paint (LBP) in 1978 and are likely to contain one or more coats of such paint. In addition, some facilities constructed immediately after the ban may also contain LBP, because inventories of such paints that were in the supply network were likely to have been used up at these facilities.

All of the housing units on the Megill Housing Parcel are known or presumed to contain lead-based paint (LBP). See Lead Based Paint Survey, U.S. Army Garrison Fort Monmouth, New Jersey, September 6, 2014. Building 2043 on the Former Lift Station Parcel was constructed prior to 1978 and is presumed to contain LBP. Building 2043 will not be used for residential purposes.

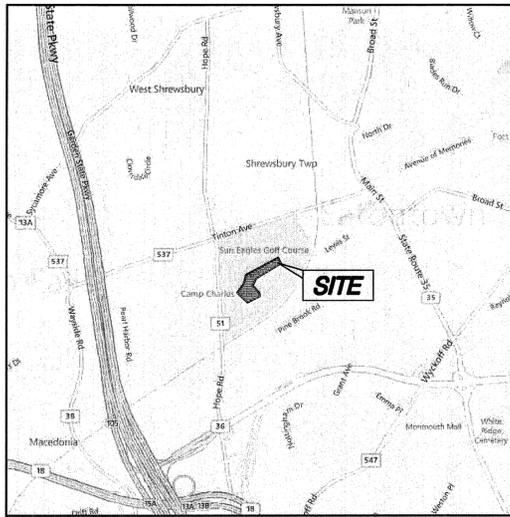
The deed will include the lead based paint warning and covenant included in Enclosure 3 to this FOST amendment for the Megill Housing Parcel and in Enclosure 5 for the Former Lift Station Parcel.

Approved by:

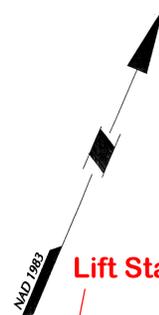

Mr. James E. Briggs
Acting Chief Consolidated Branch
BRAC Division


Date

Enclosure 1
FOST Amendment Figure

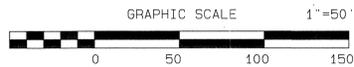
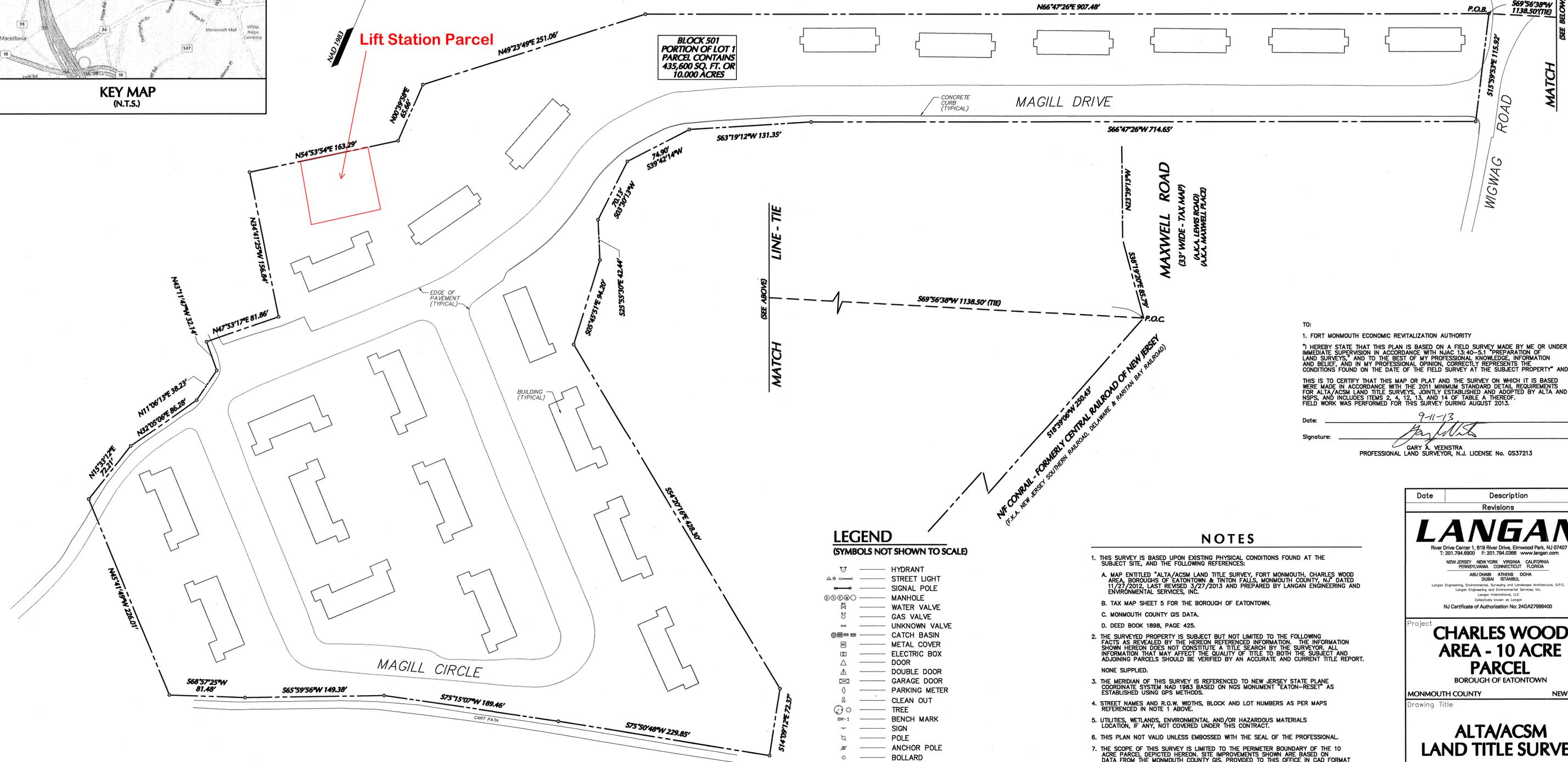


KEY MAP
(N.T.S.)



Lift Station Parcel

BLOCK 501
PORTION OF LOT 1
PARCEL CONTAINS
435,600 SQ. FT. OR
10.000 ACRES



LEGEND

(SYMBOLS NOT SHOWN TO SCALE)

- HYDRANT
- STREET LIGHT
- SIGNAL POLE
- MANHOLE
- WATER VALVE
- GAS VALVE
- UNKNOWN VALVE
- CATCH BASIN
- METAL COVER
- ELECTRIC BOX
- DOOR
- DOUBLE DOOR
- GARAGE DOOR
- PARKING METER
- CLEAN OUT
- TREE
- BENCH MARK
- SIGN
- POLE
- ANCHOR POLE
- BOLLARD
- FENCE (TYPE AS NOTED)
- OVERHEAD WIRE
- GUIDE RAIL (TYPE AS NOTED)
- TREE LINE
- PROPERTY/RIGHT-OF-WAY LINE
- DEED LINE
- RAILROAD TRACK
- FENCE (COLUMNS & METAL FENCE)
- BOROUGH BOUNDARY LINE
- REFERENCED UTILITY LINE (TYPE AS NOTED)—PLOTTED FROM EXISTING MAPPING

NOTES

- THIS SURVEY IS BASED UPON EXISTING PHYSICAL CONDITIONS FOUND AT THE SUBJECT SITE, AND THE FOLLOWING REFERENCES:
 - MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, FORT MONMOUTH, CHARLES WOOD AREA, BOROUGH OF EATONTOWN & TINTON FALLS, MONMOUTH COUNTY, N.J. DATED 11/27/2012, LAST REVISED 3/27/2013 AND PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.
 - TAX MAP SHEET 5 FOR THE BOROUGH OF EATONTOWN.
 - MONMOUTH COUNTY GIS DATA.
 - DEED BOOK 1898, PAGE 425.
- THE SURVEYED PROPERTY IS SUBJECT BUT NOT LIMITED TO THE FOLLOWING FACTS AS REVEALED BY THE HEREON REFERENCED INFORMATION. THE INFORMATION SHOWN HEREON DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. ALL INFORMATION THAT MAY AFFECT THE QUALITY OF TITLE TO BOTH THE SUBJECT AND ADJOINING PARCELS SHOULD BE VERIFIED BY AN ACCURATE AND CURRENT TITLE REPORT. NONE SUPPLIED.
- THE MERIDIAN OF THIS SURVEY IS REFERENCED TO NEW JERSEY STATE PLANE COORDINATE SYSTEM NAD 1983 BASED ON NGS MONUMENT "EATON-RESET" AS ESTABLISHED USING GPS METHODS.
- STREET NAMES AND R.O.W. WIDTHS, BLOCK AND LOT NUMBERS AS PER MAPS REFERENCED IN NOTE 1 ABOVE.
- UTILITIES, WETLANDS, ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, NOT COVERED UNDER THIS CONTRACT.
- THIS PLAN NOT VALID UNLESS EMBOSSED WITH THE SEAL OF THE PROFESSIONAL.
- THE SCOPE OF THIS SURVEY IS LIMITED TO THE PERIMETER BOUNDARY OF THE 10 ACRE PARCEL DEPICTED HEREON. SITE IMPROVEMENTS SHOWN ARE BASED ON DATA FROM THE MONMOUTH COUNTY GIS, PROVIDED TO THIS OFFICE IN CAD FORMAT AND HAVE NOT BEEN FIELD VERIFIED, AND LIMITED FIELD WORK PERFORMED ALONG THE OUTBOUND DURING AUGUST 2013. OUTBOUND CONFIGURATION BASED ON INFORMATION PROVIDED BY FMERA.

TO:
1. FORT MONMOUTH ECONOMIC 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 NJAC 17:40-5.1 "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 PLAT 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 THEREOF. FIELD WORK WAS PERFORMED FOR THIS SURVEY DURING AUGUST 2013.

Date: 9-11-13
Signature: *Gary A. Veenstra*
GARY A. VEENSTRA
PROFESSIONAL LAND SURVEYOR, N.J. LICENSE No. GS37213

Date	Description	No.
Revisions		
LANGAN		
<small>River Drive Center 1, 619 River Drive, Elmwood Park, NJ 07407 T: 201.794.6900 F: 201.794.0388 www.langan.com</small>		
<small>NEW JERSEY NEW YORK VIRGINIA CALIFORNIA PENNSYLVANIA CONNECTICUT FLORIDA</small>		
<small>ABU DHABI ATHENS DOHA DUBAI ISTANBUL</small>		
<small>Langan Engineering, Environmental, Surveying and Landscape Architecture, P.C. Langan Engineering and Environmental Services, Inc. Langan International, LLC Charterly Street, San Diego, CA NJ Certificate of Authorization No. 24G42798400</small>		
Project CHARLES WOOD AREA - 10 ACRE PARCEL		
BOROUGH OF EATONTOWN		
MONMOUTH COUNTY NEW JERSEY		
Drawing Title		
ALTA/ACSM LAND TITLE SURVEY		
BLOCK 501, PORTION OF LOT 1		
Project No.	100291701	Drawing No.
Date	9/11/2013	VB-101
Scale	1"=50'	
Drn. By	GAV	
Checked By	PDF	
		1 OF 1

ENCLOSURE 2

CERCLA COVENANT AND ACCESS PROVISIONS **AND OTHER DEED PROVISIONS**

The following CERCLA Covenant and Access Provisions, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

1. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States.

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

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

B. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of any work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services,

no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered a waiver by the Grantee, its successors and assigns, of any remedy available to them under the Federal Tort Claims Act.

3. "AS IS" CONDITION OF PROPERTY

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

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

C. Nothing in this "As Is" provision shall be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

4. HOLD HARMLESS

A. To the extent authorized by New Jersey law, the Grantee, for itself, its successors and assigns, covenants and agrees to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the notices, covenants, conditions, and restrictions in this deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, judgments, losses, and costs arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of the conveyance.

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

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

C. Nothing in this “Hold Harmless” provision shall be construed to modify or negate the Grantor’s obligation under the CERCLA Covenant or any other statutory obligations.

5. POST-TRANSFER DISCOVERY OF CONTAMINATION

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

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

6. ENVIRONMENTAL PROTECTION PROVISIONS

The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions set forth in Attachment 3, attached hereto and made a part hereof, and shall require the inclusion of the said “Environmental Protection Provisions” in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

ENCLOSURE 3

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be placed, in a substantially similar form, in the deed to ensure that there will be no unacceptable risk to human health and the environment.

1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

- A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing material (hereinafter referred to as “ACM”) has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.
- B. The following buildings on the Property have been determined to contain friable asbestos: Buildings 2022 through 2042. The Grantee agrees to undertake any and all asbestos abatement or remediation on the property that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee’s express representation and covenant to perform the required asbestos abatement or remediation of these buildings.
- C. The Grantee covenants for itself, its successors and assigns that its use and occupancy of the Property will be in compliance with all applicable laws and regulations relating to asbestos. The Grantee, its successors and assigns, shall be responsible for any remediation or abatement of asbestos found to be necessary on the buildings or structures on the Property, including ACM in or on buried pipelines that may be required under applicable law or regulation.
- D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the Property including, without limitation, any asbestos or ACM hazards or concerns

2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT LIMITING THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

- A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.
- B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).
- C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

4. NOTICE OF THE PRESENCE OF PESTICIDES AND COVENANT

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

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

ENCLOSURE 4

ACCESS PROVISIONS AND OTHER DEED PROVISIONS

The following Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

1. Access Rights

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

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

C. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered a waiver by the Grantee, its successors and assigns, of any remedy available to them under the Federal Tort Claims Act.

2. “AS IS” CONDITION OF PROPERTY

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

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

C. Nothing in this “As Is” provision shall be construed to modify or negate the Grantor’s obligation under the CERCLA Covenant or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by New Jersey law, the Grantee, for itself, its successors and assigns, covenant and agrees to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the notices, covenants, conditions, and restrictions in this deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, judgments, losses, and costs arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of the conveyance.

B. The Grantee, for itself, its successors and assigns, covenants and agrees that the Grantor shall not be responsible for any costs associated with modification or termination of the notices, covenants, conditions, and restrictions in this deed including, without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this “Hold Harmless” provision shall be construed to modify or negate the Grantor’s obligation under the CERCLA Covenant or any other statutory obligations.

4. ENVIRONMENTAL PROTECTION PROVISIONS

The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions set forth in Attachment 3, attached hereto and made a part

hereof, and shall require the inclusion of the said “Environmental Protection Provisions” in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, of, on, or to the Property or any portion thereof.

ENCLOSURE 5

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be placed, in a substantially similar form, in the deed to ensure that there will be no unacceptable risk to human health and the environment.

1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

- A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing material (hereinafter referred to as “ACM”) has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.
- B. The following building on the Property has been determined to contain friable asbestos: Building 2043. The Grantee agrees to undertake any and all asbestos abatement or remediation on the property that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee’s express representation and covenant to perform the required asbestos abatement or remediation of these buildings.
- C. The Grantee covenants for itself, its successors and assigns that its use and occupancy of the Property will be in compliance with all applicable laws and regulations relating to asbestos. The Grantee, its successors and assigns, shall be responsible for any remediation or abatement of asbestos found to be necessary on the buildings or structures on the Property, including ACM in or on buried pipelines that may be required under applicable law or regulation.
- D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the Property including, without limitation, any asbestos or ACM hazards or concerns

2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT LIMITING THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

- A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.
- B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).
- C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

4. NOTICE OF THE PRESENCE OF PESTICIDES AND COVENANT

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

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

Enclosure 6

Asbestos Information Megill Housing Area



P.O. Box 148
Oceanport, NJ 07757

13 August 2014

John Occhipinti
OACSIM - U.S. Army Fort Monmouth
Site Manager
P.O. Box 148
Oceanport, NJ 07757

RE: Asbestos Survey of Family Housing Units in the Megill Area

Attachments:

- A. Weston Report of a Megill Housing Unit - 1991
- B. EMSL Analysis Report of additional suspect materials collected 2014
- C. Chain of Custody 2014
- D. Megill Housing Details
- E. Megill Housing Street Numbers
- F. Megill Housing Map

Dear Mr. Occhipinti:

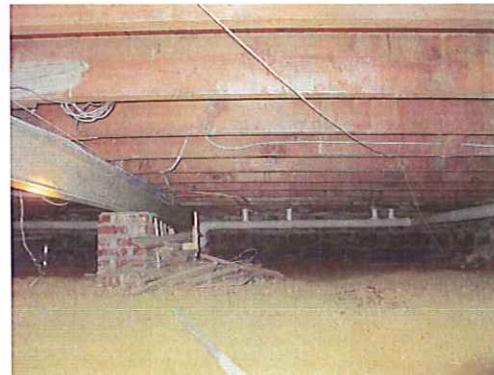
Between 04 June and 15 July 2014, I conducted walk-through surveys for existing asbestos containing material (ACM) in the Fort Monmouth Family Housing units in the Megill Area, (Buildings 2022 thru 2042). Per Wanda Green the purpose was to document current conditions of previously identified ACM from the Weston Report of 1991. See attached. In addition, current AHERA (Asbestos Hazard Emergency Response Act) due diligence has identified other materials/products that were used in construction before the ban of asbestos. Where samples of suspect materials could be collected without destructive techniques, they were collected and analyzed by an accredited laboratory.

The 21 Officer Housing units on Megill Drive and Megill Circle were constructed between 1949 and 1951. They were considered to be homogenous in their materials and construction. They also had similar renovations over time. As such Weston inspected only Building 2035. They acquired samples of the Thermal System Insulation (TSI) from the horizontal pipe runs in the basement and crawlspaces, floor tiles from the kitchen, and attic insulation. Only the TSI was identified as ACM.

Remediation of the horizontal heating pipe runs, below the ceiling, was accomplished in all of the units. Fiberglass insulation was used to replace what was removed. It remains in good condition. Photographs of typical conditions are given here.

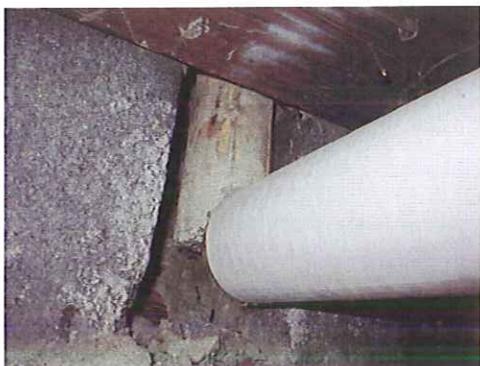


Typical new fiberglass pipe insulation in the basement.



Typical new fiberglass pipe insulation in the crawlspace.

The horizontal heating pipe "below the ceiling" was remediated. Remediation stopped at the elbow where the vertical risers go up to the first and second floor radiators. The first floor risers are not insulated being that the radiators are just above the basement ceiling. The second floor risers are concealed behind the first floor walls. They can be seen coming out into the basement. The style of this TSI is typical of thermal system insulation ACM and is presumed to be ACM (PACM). Samples of this material were not taken since presumption of asbestos is indicated.



PACM visible going behind the wall on Second Floor risers.

PACM is only visible in three housing units. It is in good condition and it is virtually inaccessible. In the remainder of the units the remediation crew packed fiberglass around the PACM as an extra level of protection.



Typical view of the fiberglass packing to protect the PACM.

The attics in the Megill Housing Area are accessible through an interior pull down stairs. The attic floors are insulated with a brown poured-in material. Weston tested this material and reported it as non-asbestos.



Typical attic insulation.

During the walk-through additional suspect materials were identified. When there was opportunity to collect a sample without destruction samples were collected. All samples returned negative results for asbestos. Those materials were:

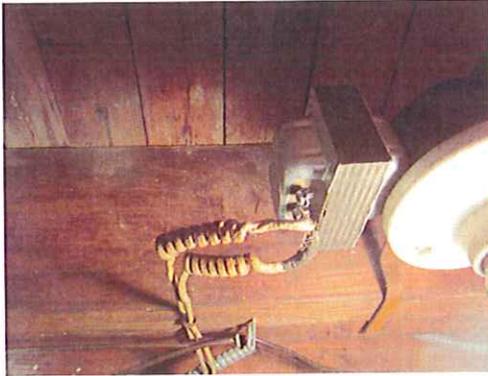
- Phone wire
- BX cable insulation and wrapping
- Black electric cable (runs from basement electric box to second floor utility room)
- Doorbell wire
- Ceiling at top of stairs (accessible due to damage)
- Acoustic ceiling tile used on wall in basement



Phone wire



BX cable



Doorbell Wire



Black Electric Cable



Acoustic Tile



Ceiling Damage Sampled



P.O. Box 148
Oceanport, NJ 07757

Summary

The overall condition of the Megill Housing Area is excellent. All TSI that was identified by Weston below the basement ceiling was remediated and replaced with fiberglass insulation. There is however existing PACM TSI behind the first floor walls on the heating system risers for the second floor radiators. It can only be accessed by first removing the walls at those locations.

No other ACM was identified in this survey. It should however be noted that the interior perimeter walls appear to be plaster. Should the interior walls, both plaster and sheetrock, need to be removed then sampling for ACM should be performed.

Respectfully submitted,

A handwritten signature in blue ink that reads "M. Zebora".

Mike Zebora, CSP
Quality Assurance and Safety Officer
COS, LLC
Fort Monmouth Caretaker Team



P.O. Box 148
Oceanport, NJ 07757

ATTACHMENT A

Weston Report of a Megill Housing Unit - 1991

2035

FAMILY HOUSING

FAMILY HOUSING

2035.1 GENERAL

Building 2035 was surveyed by WESTON technicians on 28 January 1991.

The first three portions of this facility report summarize the results of this inspection.

Polarized Light Microscopy (PLM) with dispersion staining was used to analyze 6 samples of suspect material collected from the building. Of these samples, 3 were found to be asbestos-containing materials (ACM). Table 2035.3 lists the analytical results for the bulk samples.

2035.2 ACM AND EXPOSURE ASSESSMENT

The location, description, and analytical results for each bulk sample from Building 2035 are presented in Table 2035.1. An area-by-area inventory of ACM is provided in Tables 2035.2 and 2035.3. "Other Asbestos-Containing Materials," listed in Table 2035.3, are materials that do not correspond to the standard caption categories listed in Table 2035.2. A prioritized listing of exposure assessments is presented in Table 2035.4. An itemized area-by-area cost estimate for removal and replacement is provided in Table 2035.5. The method by which removal/replacement costs are calculated is described in the ISSUES COMMON TO ALL BUILDINGS Section of this report. Building floor plans (see attachment) indicate sample locations and building area names as they are listed in Tables 2035.2 and 2035.5.

2035.3 RECOMMENDATIONS/CONCLUSIONS

WESTON recommends:

- **The basement and basement crawlspace in Building 2035 qualify for the Army Asbestos Deficiency Abatement Project.**

TABLE 2035.1
 BULK SAMPLE ANALYSIS RESULTS - BUILDING 2035, FAMILY HOUSING

SAMPLE NO.	LOCATION	ITEM	DESCRIPTION	PERCENT ASBESTOS			LAYERED ^a
				CH	AM	OT	
FH666	BASEMENT, BELOW CEILING	<4" PIPE RUN	WHITE, STM, <4IN. RUN, HORIZONTAL	15	-	-	YES
FH667	BASEMENT, BELOW CEILING	4-8" PIPE RUN	WHITE, STM, 4-8IN. RUN, HORIZONTAL	30	-	-	NO
FH668	KITCHEN & STORAGE, BELOW CEILING	FLOOR TILE	TAN, OTH, 1X1 FL TL, HORIZONTAL	-	-	-	YES
FH669	ATTIC INSULATION, BELOW CEILING	OTHER MATERIAL	BROWN, OTH, ATTIC INSU, HORIZONTAL	-	-	-	NO
FH670	BASEMENT CRAWL SPACE, BELOW CEILING	4-8" PIPE RUN	WHITE, STM, 4-8IN. RUN, HORIZONTAL	50	-	-	NO
FH671	KITCHEN STORAGE, BELOW CEILING	FLOOR TILE	TAN, OTH, 1X1 FL TL, HORIZONTAL	-	-	-	NO

^aAsbestos content presented for layered samples represents the highest concentration layer.

Quadrant Codes
 C = Center
 N = North
 E = East
 S = South
 W = West
 NE = Northeast
 NW = Northwest
 SE = Southeast
 SW = Southwest

System Codes
 STM = Steam
 CRW = Chilled Water
 HRW = Heating Hot Water
 DOM = Domestic Water
 OTH = Other
 UNK = Unknown

Asbestos Types
 CH = Chrysotile
 AM = Amosite
 OT = Other

TABLE 2035.2

ASBESTOS-CONTAINING MATERIALS - BUILDING 2035, FAMILY HOUSING

AREA	PIPE FITTINGS (EA)			PIPE RUNS (LF)			SPRAY/TROCELED CEILINGS (MSF)	FLOOR TILE (MSF)	BOILERS/ TANKS (MSF)	AIR HANDLING EQUIPMENT (MSF)	OTHER
	<4"	4-8"	9-14"	>14"	<4"	4-8"					
Basement	-	-	-	-	1000	1000	-	-	-	-	-
Basement Crawl Space	-	-	-	-	-	1	-	-	-	-	-
TOTALS	-	-	-	-	1000	1001	-	-	-	-	-

* Other Material Present In Various Units Of Measure

EA - Each

LF - Linear Feet

MSF - Thousand Square Feet

Table 2035.3

Other Asbestos-Containing Material - Building 2035, Family Housing
 Type Occupancy: Adults (Public)

Area	Material Type	Quantity (Unit)
No Other Asbestos-Containing Material Found in this Building		

EA - Each
 LF - Linear Feet
 MSF - Thousand Square Feet

TABLE 2035.4

EXPOSURE ASSESSMENTS (PRIORITY ORDER) - BUILDING 2035, FAMILY HOUSING

SAMPLE NO.	AREA	MATERIAL TYPE	PRIOR. INDEX CODE	PRIOR. INDEX NUMBER	EXPOSURE FACTORS					AVG. EXP. HOURS	% ASB.
					1	2	3	4	5		
FH670	Basement Crawl Space	4-8" PIPE RUN	C	3.750E03	3	3	2	1	2	5.00	50
FH666	Basement	<4" PIPE RUN	C	1.325E03	3	3	2	1	2	5.00	15
FH667	Basement	4-8" PIPE RUN	C	1.325E03	3	3	2	1	2	5.00	30

Priority Index Codes

- A [] Long Term Corrective Measure
- B [] Review Management Special Considerations/Remarks
- C [] Army Asbestos Deficiency Abatement Project

Priority Index Numbers Are In Scientific Notation

Exposure Factors

- 1 [] Material Friability
- 2 [] Occupant Accessibility
- 3 [] Material Condition
- 4 [] Level Of Activity
- 5 [] Number Of Assigned Occupants

TABLE 2035.5

COST ESTIMATE* - BUILDING 2035, FAMILY HOUSING

DESCRIPTION	UNIT COST (\$)	AREA 1	AREA 2	TOTAL
Pipe Fittings (EA)				
4"	70.30	-	-	-
6-8"	62.80	-	-	-
9-14"	122.00	-	-	-
>14"	216.00	-	-	-
Pipe Runs (LF)				
<4"	26.50	36.5	**	36.5
4-8"	30.50	-	-	-
9-14"	42.50	-	-	-
>14"	60.80	-	-	-
Sprayed/Troweled Ceilings (SF)	9.60	-	-	-
Floor Tile (SF)	5.60	-	-	-
Boilers/Tanks (SF)	37.90	-	-	-
Air Handling Equipment (SF)	20.00	-	-	-
Other	-	-	-	-
SUBTOTAL		57.0	**	57.0
Difficulty Allowance		-	-	-
SUBTOTAL		57.0	**	57.0
Decontamination Units Mobilization		1.8	1.8	3.6
SUBTOTAL		59.5	2.5	62.0
Contingency @ 15.00%		8.9	0.4	9.3
SUBTOTAL		68.4	2.9	71.3
Design Fee @ 10.00%		6.8	0.3	7.1
SUBTOTAL		75.3	3.2	78.5
Air Monitoring @ 10.00%***		3.9	3.9	7.8
TOTAL		79.2	7.1	86.3

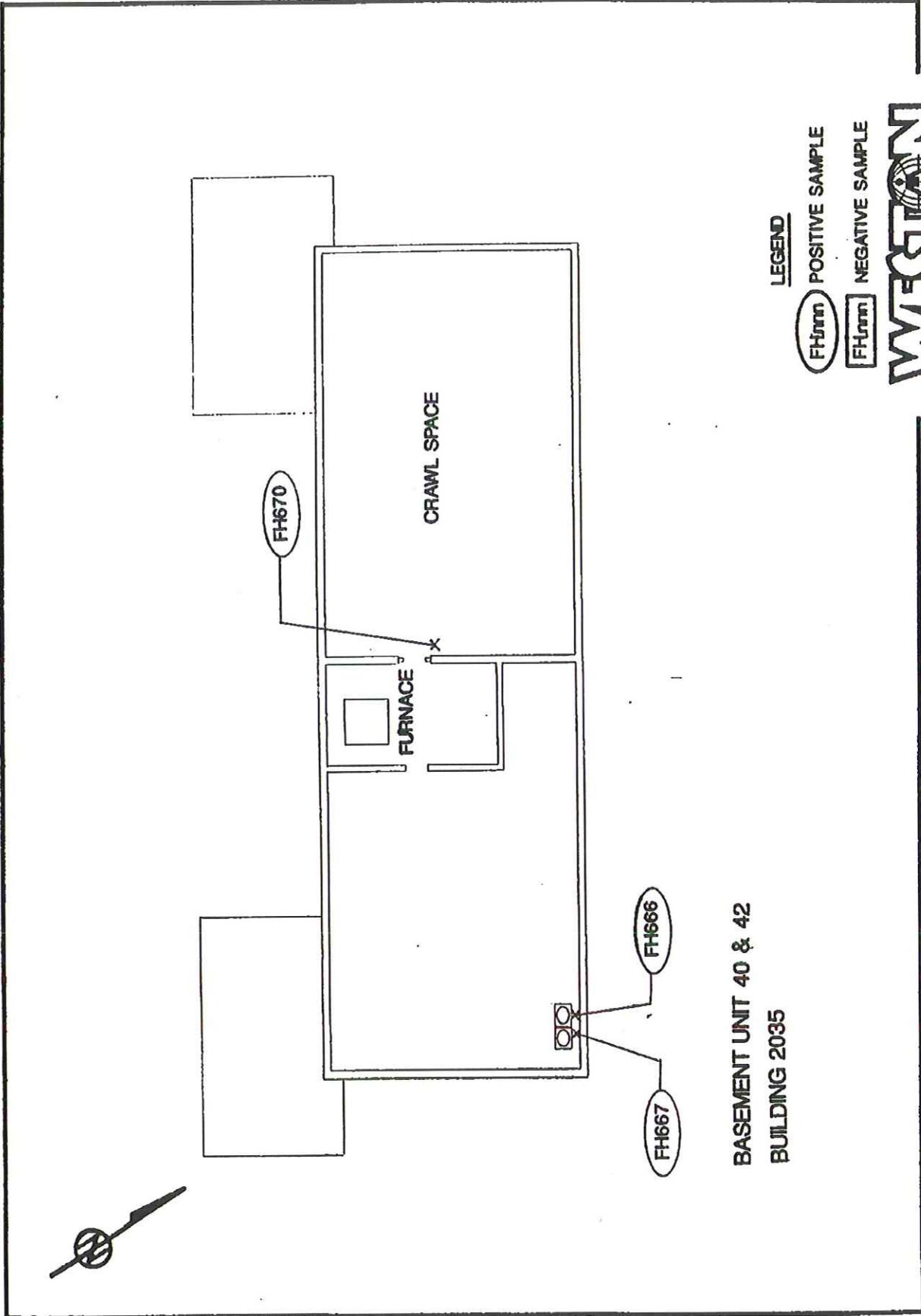
*Amounts Are In Thousands Of Dollars

**Less Than \$100 For The Area; Amount Not Printed But Included In Total(s)

***The Minimum Air Monitoring Fee is \$500.00 Per Building

AREA 1: Basement

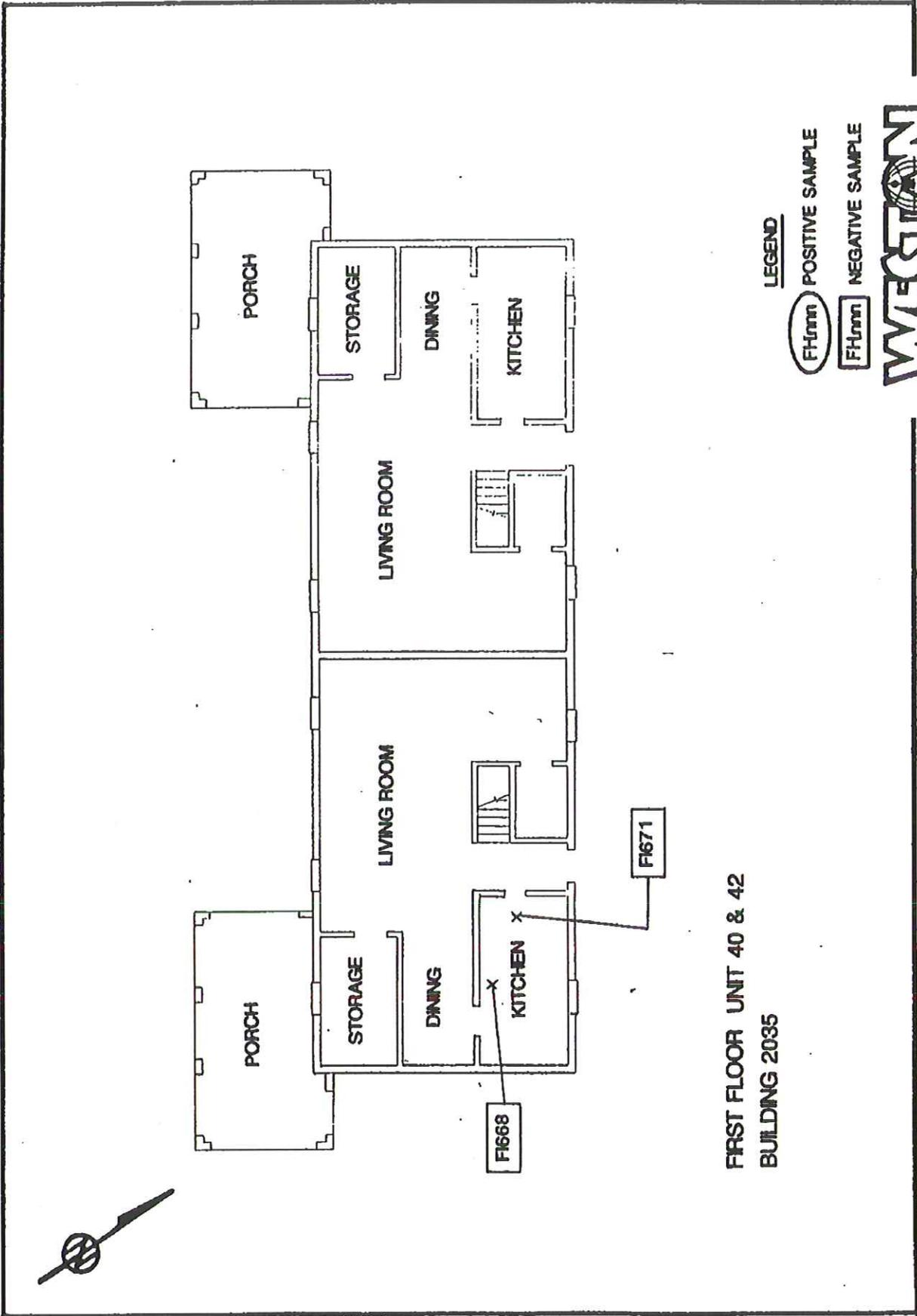
AREA 2: Basement Crawl Space



LEGEND
 FH670 POSITIVE SAMPLE
 FH667 NEGATIVE SAMPLE



**BASEMENT UNIT 40 & 42
 BUILDING 2035**

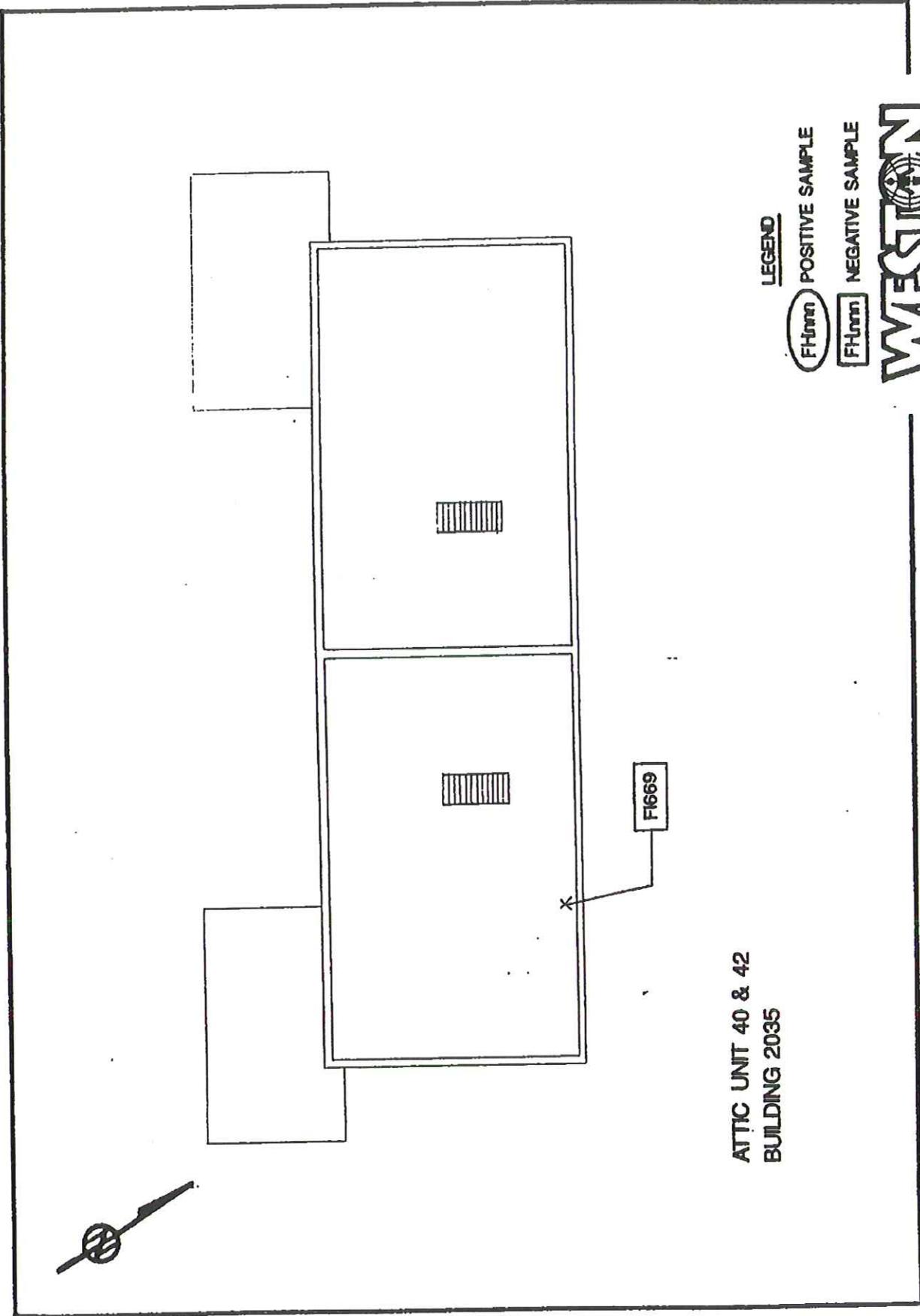


LEGEND

FH000 POSITIVE SAMPLE
FH000 NEGATIVE SAMPLE



FIRST FLOOR UNIT 40 & 42
 BUILDING 2035



LEGEND

F1669 POSITIVE SAMPLE

F1669 NEGATIVE SAMPLE



ATTIC UNIT 40 & 42
BUILDING 2035



P.O. Box 148
Oceanport, NJ 07757

ATTACHMENT B

EMSL Analysis Report of additional suspect materials collected 2014

**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077
 Phone/Fax: (800) 220-3675 / (856) 786-5974
<http://www.EMSL.com> cinnaslab@EMSL.com

EMSL Order: 041421105
 CustomerID: TVS50
 CustomerPO: CC-001326
 ProjectID:

Attn: **Mike Zebora**
COS, LLC
P.O. Box 148
Oceanport, NJ 07757

Phone: (848) 456-4647
 Fax: (848) 456-4047
 Received: 07/23/14 9:25 AM
 Analysis Date: 7/29/2014
 Collected: 7/21/2014

Project: Megill

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1-2024 041421105-0001	Doorbell wire B-2024	White Fibrous Homogeneous	55% Synthetic	45% Non-fibrous (other)	None Detected
2-2024 041421105-0002	Phone wire B-2024	Yellow Fibrous Homogeneous	40% Synthetic	60% Non-fibrous (other)	None Detected
3-2025 041421105-0003	Acoustic tile on wall B-2025	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (other)	None Detected
4-2028-Insulation 041421105-0004	BX Electric cable	Brown Fibrous Homogeneous	50% Glass 20% Synthetic	30% Non-fibrous (other)	None Detected
4-2028-Wrap 041421105-0004A	BX Electric cable	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
5-2029-Drywall 041421105-0005	2nd floor ceiling above stairs	Brown/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
5-2029-Joint Compound 041421105-0005A	2nd floor ceiling above stairs	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
6-2029 041421105-0006	Electric cable breaker box	White/Black Fibrous Homogeneous	85% Synthetic	15% Non-fibrous (other)	None Detected

Analyst(s)

Jillian Yurick (8)

Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%
 Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367

Initial report from 07/30/2014 09:55:48



P.O. Box 148
Oceanport, NJ 07757

ATTACHMENT C
Chain of Custody 2014



Asbestos Chain of Custody
EMSL Order Number (Lab Use Only):

041421105

EMSL ANALYTICAL, INC.
 200 ROUTE 130 NORTH
 CINNAMINSON, NJ 08077
 PHONE: (800) 220-3675
 FAX: (856) 786-5974

Company: <u>COS, LLC</u>		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: <u>PO Box 148</u>		Third Party Billing requires written authorization from third party	
City: <u>Oceanport</u>	State/Province: <u>NJ</u>	Zip/Postal Code: <u>07757</u>	Country: <u>USA</u>
Report To (Name): <u>Mike Zebora</u>		Telephone #: <u>848-456-4647/4644</u>	
Email Address: <u>mzeboru@cheuega.com</u>		Fax #:	Purchase Order:
Project Name/Number: <u>Megill</u>		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken:		Connecticut Samples: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential	
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA	TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312	TEM - Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167)	
PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable In NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)	TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5	Soil/Rock/Vermiculite <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop Mount Technique	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: <u>Mike Zebora</u>		Samplers Signature: <u>M. Zebora</u>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
1-2024	Door bell wire B-2024		6-11-14 10:00
2-2024	Phone wire B-2024		6-11-14 10:00
3-2025	Acoustic tile on wall B-2025		6-11-14 11:00
4-2028	BX Electric Cable		6-16-14 10:00
5-2029	2nd floor ceiling above stairs		7-21-14 2:00
6-2029	Electric cable breaker box		7-21-14 2:10
Client Sample # (s): <u>1 - 6</u>		Total # of Samples: <u>6</u>	
Relinquished (Client):		Date:	Time:
Received (Lab): <u>VC UPS</u>		Date: <u>7-23-14</u>	Time: <u>9:25</u>
Comments/Special Instructions: <u>4-2028 separate insulation and wrap 5-2029 Separate white and brown</u>			

Cust. # TV550
 Call for credit card 848-456-4644 Helene Ft. Monmouth

GRB



P.O. Box 148
Oceanport, NJ 07757

ATTACHMENT D
Megill Housing Details

MEGILL HOUSING

Facility	Design Code Description	Gross Area	UM1	Year Built
2022	FH COL	3,700	SF	1951
2023	FH COL	3,700	SF	1949
2024	FH COL	3,700	SF	1949
2025	FH COL	3,700	SF	1949
2026	FH COL	3,700	SF	1949
2027	FH COL	3,700	SF	1949
2028	FH COL	3,700	SF	1949
2029	FH LTC/MAJ	3,700	SF	1949
2030	FH LTC/MAJ	3,700	SF	1949
2031	FH LTC/MAJ	3,700	SF	1949
2032	FH LTC/MAJ	3,700	SF	1949
2033	FH LTC/MAJ	3,700	SF	1949
2034	FH LTC/MAJ	3,700	SF	1949
2035	FH LTC/MAJ	3,700	SF	1949
2036	FH LTC/MAJ	3,700	SF	1949
2037	FH LTC/MAJ	3,700	SF	1949
2038	FH LTC/MAJ	3,700	SF	1951
2039	FH LTC/MAJ	3,700	SF	1951
2040	FH LTC/MAJ	3,700	SF	1951
2041	FH LTC/MAJ	3,700	SF	1951
2042	FH LTC/MAJ	3,700	SF	1951



P.O. Box 148
Oceanport, NJ 07757

ATTACHMENT E
Megill Housing Street Numbers

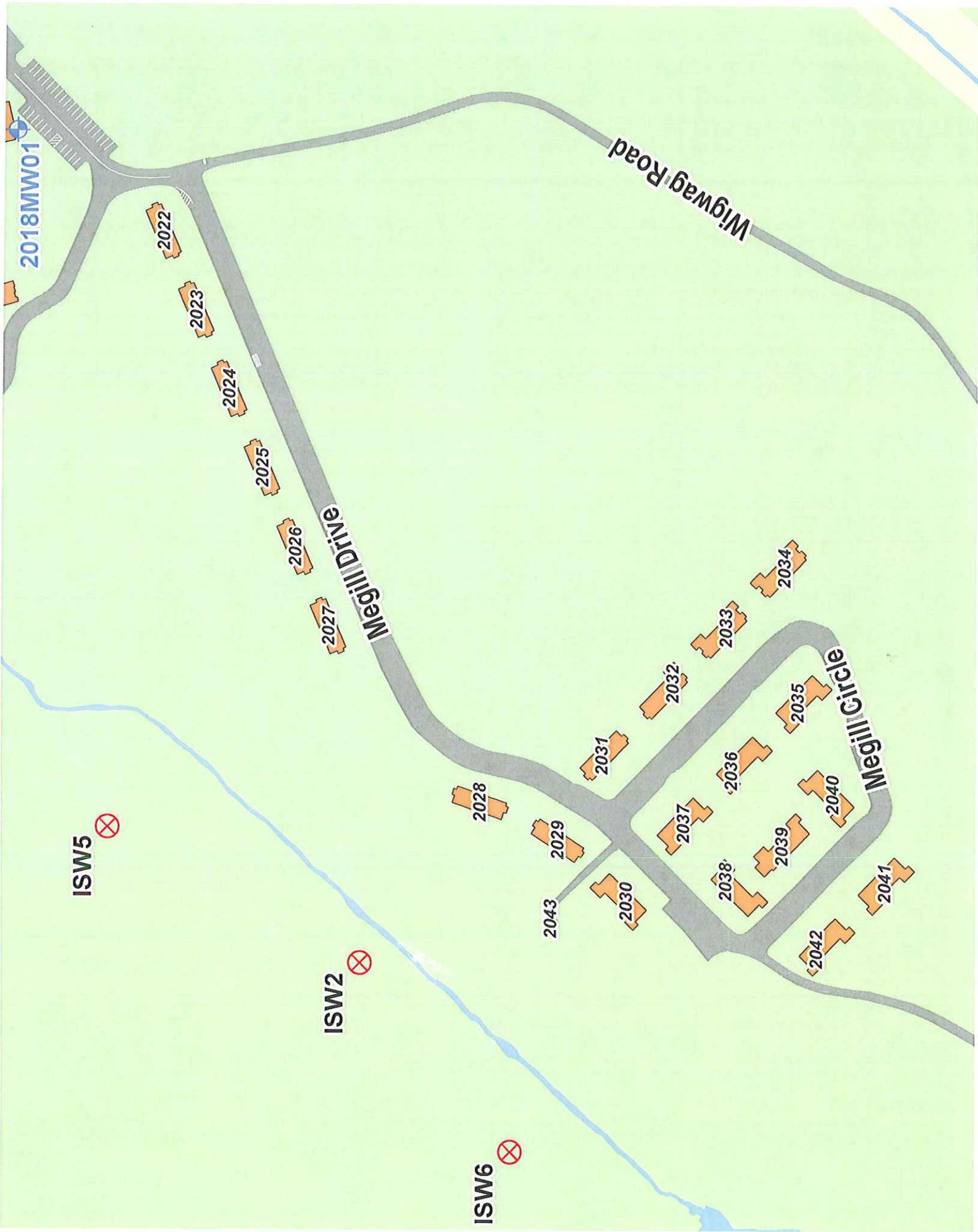
MEGILL

BLDG #	ADDRESS	BR
2022	1 Megill Drive	4
2022	3 Megill Drive	4
2023	5 Megill Drive	4
2023	7 Megill Drive	4
2024	9 Megill Drive	4
2024	11 Megill Drive	4
2025	13 Megill Drive	4
2025	15 Megill Drive	4
2026	17 Megill Drive	4
2026	19 Megill Drive	4
2027	21 Megill Drive	4
2027	23 Megill Drive	4
2028	25 Megill Drive	4
2028	27 Megill Drive	4
2029	29 Megill Drive	4
2029	31 Megill Drive	4
2030	33 Megill Drive	3
2030	35 Megill Drive	3
2031	49 Megill Circle	4
2031	51 Megill Circle	4
2032	45 Megill Circle	4
2032	47 Megill Circle	4
2033	41 Megill Circle	4
2033	43 Megill Circle	4
2034	37 Megill Circle	4
2034	39 Megill Circle	4
2035	40 Megill Circle	3
2035	42 Megill Circle	3
2036	44 Megill Circle	3
2036	46 Megill Circle	3
2037	48 Megill Circle	3
2037	50 Megill Circle	3
2038	36 Megill Drive	3
2038	38 Megill Drive	3
2039	56 Megill Circle	3
2039	58 Megill Circle	3
2040	52 Megill Circle	3
2040	54 Megill Circle	3
2041	63 Megill Circle	3
2041	65 Megill Circle	3
2042	59 Megill Circle	3
2042	61 Megill Circle	3



P.O. Box 148
Oceanport, NJ 07757

ATTACHMENT F
Megill Housing Map



2018MW01

Wigway Road

Megill Drive

Megill Circle

ISW5

ISW2

ISW6

2022

2023

2024

2025

2026

2027

2028

2029

2030

2031

2032

2033

2034

2035

2036

2037

2038

2039

2040

2041

2042

2043