
APPENDICES

Appendix A

GLOSSARY OF TERMS -ABREVIATIONS

BER - Brownfield Economic Redevelopment: The joint study conducted by the North Jersey Transportation Planning Authority and the New Jersey Institute of Technology on the feasibility of linking the growing freight traffic moving through northern New Jersey's major freight terminals to the redevelopment of old industrial sites for freight related activities such as warehousing, distribution, and value-added services.

Brownfields: Defined by the U.S. EPA as "abandoned, idled or under-used industrial or commercial properties where expansion or redevelopment is complicated by real or perceived environmental contamination that can make redevelopment of the property financially or logistically prohibitive."

Cross-Docking: Warehouse operation in which cargo comes in on one side of the building and re-loaded and trucked out on the other side. Cross-dock operations typically call for long, narrow buildings of 100 ft width, with many loading docks running along both long sides of the warehouse. Some manipulation of the cargo, such as sorting, minor assembly and packaging is possible in cross-docking operations.

Drayage: A service offered by a motor carrier (usually trucking company) for the cartage of rail or ocean containers from a dock to an intermediate or final destination, or the charge for such cartage.

Intermodal Transport: The coordinated passage of goods by way of two or more primary modes of transport (sea, air, rail, road) from origin to destination, as defined by the shipper and consignee. For example, a freight container may move from ship to train to truck before being delivered to final customer.

Kitting: A specialized logistics process in which a specified number of components are put together in a sequenced manner into pre-packaged kits from bulk inventory. Most commonly performed on items that are shipped in bulk but sold individually, such as with electronics parts.

Landbridge: Typically, the movement of Pacific Basin cargo to the East Coast by land originating from West Coast ports. Developed as an alternative to an all-water route direct to the East Coast from Asia. See stack trains below. Goods typically move by rail and are off-loaded at a final rail terminal for local or regional delivery. Some landbridge moves will originate at West Coast ports, move cross-country and be reloaded for further ocean voyage on the East Coast.

Port District: Usually defined as the Port Authority of New York and New Jersey operational area that extend on a twenty-five mile radius from the Statue of Liberty. For the BER study, it is defined as an area that extends roughly twenty-five miles from Ports Newark and Elizabeth.

PUD – Planned Unit Development: Master-planned warehousing and distribution facilities providing space for a number of individual tenants sharing roads, maintenance, security, and other services. Modern PUDs also include aesthetic landscaping on the grounds and flexible building design.

Remediation: In environmental usage, the act of repairing or rendering physically safe a site or location that has been damaged by pollution, injury, or neglect. In the brownfield context, remediation usually involves ground (soil) and water (including groundwater) aquifers.

TEA-21 – Transportation Efficiency Act for the 21st Century: The principal federal transportation law that funds surface transportation projects and programs.

TEU – Twenty-foot equivalent unit: Standardized unit for measuring container capacity on ships, railcars, etc. A twenty-foot container; most marine containers are forty-feet in length, i.e. the equivalent of two TEUs.

Third-Party Logistics Provider: Independent company providing logistics-related services. Different types include brokers, forwarders, intermodal marketing companies, freight bill payment firms, carriers, or various combinations of these. The range of services provided is limited only by the agreements with clients. For the purposes of this study, 3PLs specifically refer to those specializing in the warehousing and distribution segment of the market.

Throughput: The volume of goods or containers moved through a facility or terminal. Usually measured against a time standard, i.e. day, week, year, etc.

Time-Definite Service: Logistics practice that calls for the delivery of products at each step of the distribution process at a specified time and date, usually under a contract between shippers and consignees. Time definite service has revolutionized inventory and distribution practices to result in a greatly increased rate of movement of product and an associated decrease in required storage space at every step in the process.

Transloading: Processing of contents of containers in and out of a warehouse/distribution facility within 24 to 48 hours.

Value-Added Services: Activities performed to increase the potential resale value of the commodity being handled. Sample activities include barcoding, kitting, product manipulation, pick & pack and assembly of marketing materials.

W/DC: Warehouse/Distribution Center. The modern W/DC is capable of hosting a number of freight activities, ranging from value-added assembly, distribution, special order processing to direct order fulfillment for consumers.

Appendix B

Details of Site Selection and Field Validation Methodology

The following provides details on the methodology used in the BER study supplementing the methodology summary presented in Section 3.

In order to achieve the objectives of this project it was realized that a comprehensive GIS database would be needed for the 13-county NJTPA region. GIS coverage of known contaminated sites was known to exist and it was decided to use it as the starting point for assembling coverage of potential Brownfield sites. Most of the sites in the initial site database came from the NJDEP Known Contaminated Sites List (KCSL). It was widely acknowledged by team members that the KCSL was not a Brownfield site list. Thus, although 1150 sites had been identified, it was acknowledged that many of these sites would not qualify as “Brownfields”. The only way to verify this was through field visits.

For this purpose, two teams of NJIT graduate students/undergrad interns were assembled and charged with visiting each of the 1150 sites over a 5-month period. (April-August, 2000). They photographed the sites, noted the level of activity and recorded the location of the site using hand-held Geographic Positioning System (GPS) units. It should be noted that the Department of Defense’s GPS “Selective Availability” had been deactivated by this time. Thus, hand held units gained considerable positional accuracy. After field visits, these teams would visit county assessor’s offices to acquire more information regarding property ownership and size.

The data thus collected were assembled and entered into the site database. It should be noted that there were some issues of inconsistent reporting methodologies and errors in transferring the collected data to the database. These issues were resolved as the program progressed by having the teams enter data in pre-formatted spreadsheets matching the database schema and reducing the number of data submissions.

Using existing information on record about sites was found to be quite difficult. In some cases, sites did not exist or could not be located. In other cases street names were incorrect (i.e. Dekalb Drive was listed instead of Dekalb Road). Also, addresses were difficult to read on existing buildings. Some towns did not have a good street map to guide the students. Some of the street maps were recently updated and street names or locations were no longer valid. The students partially overcame these barriers by talking to neighborhood people in order to obtain their recollection of sites. Also, they made assumptions and took many detailed notes, which became helpful in resolving the locations and the site’s lot and block later in the local tax assessor’s office. In not all cases did these techniques work. Some of the smaller sites had to be written off as “not found.”

GPS was found as an invaluable tool for accurately positioning the sites on the GIS coverage. In some cases, however, the students were surprised to find that they had located sites in precarious locations (on major highways) or that sites in different towns had the same GIS readings. Some of these errors were attributed to technique problems the students had in the early days of the field investigation. Others are probably due to the limited accuracy of the handheld GPS instruments used for the project. To address some of these errors, the students learned to improve their technique of taking GPS readings, especially by allowing more time for the GPS to reposition itself for each reading. Some of the sites were revisited and discrepancies were address by taken new readings.

Students were instructed to take digital photographs of sites to be stored in the database. This often became difficult because of the size of the site, access to it, and other structures being in the way. Their technique improved as they learned to take a combination of still and “moving in a car” pictures.

Data regarding site status, area, number of buildings present, etc. for the investigated sites were then added to the sites database.

A secondary benefit to the field verification was the identification of new potential sites. Student field teams would record data for any site that appeared to be abandoned and was located in proximity to sites that had passed the second screening. Because of their proximity, these sites had essentially already passed the second screening criteria. One hundred and fourteen additional sites were added to the database and GIS coverage as a result of the field verification.

Determining the activity level of the site became one of the most challenging tasks. Many of these were made as judgment calls because of the high degree of underutilization or mothballing of the sites, which is the nature of Brownfields. The team provided the students carefully developed criteria to use in making calls on whether or not sites were inactive. Still, some sites were probably characterized as active when, in fact, they were inactive. For purposes of not defining erroneously a site as Brownfield, with its legal implications, this conservative call was appropriate.

A relational database was developed to store and manage the attributes of the sites being depicted in the GIS coverage. Field data was included with other available site-specific information such as zoning, block/lot and ownership. Other features, including the following were also added:

- Transportation Infrastructure
- Land Use
- Proximity to Sensitive Geographic Locations
- Environmentally Sensitive Protected Areas
- Unemployment Percentages
- Total Warehouse Area
- Proximity to the Portway Alignment
- Proximity to Newark International Airport
- Location within Economic Redevelopment Zones

A decision was made by the team to channel the expanded freight business to Brownfield sites near to the port district. This focus would have important benefits, including creating new redevelopment prospects for depressed urban areas, providing much needed job opportunities for urban residents, reducing truck traffic on the region’s highways and preserving open space. The following additional factors were also considered in the selection of potential candidate sites for Phase 2:

- The site must contain a minimum of 10 acres.
- The site, be it publicly or privately owned, must have express agreement from the owner to be included in the study.
- The site must be located within 35 miles and ideally within 10 miles of the port district.
- The site must present a challenge in terms of transportation access, real estate concerns, and environmental mitigation. Proximity to truck, water, and rail routes; proximity to other warehousing and manufacturing operations; proximity to urban populations with significant underemployment, will all be given strong consideration.
- Transportation investments would have a significant impact on site rehabilitation.
- The site would not present a problem to access by public transit.
- The site must be served or be capable of being served by public utilities for water, gas, and

electric.

- The site must have the potential for communications, and fire, and police protection.

Other general criteria were used to select the case study sites:

- Suitability for freight related re-use – Rail and highway transportation infrastructure was overlaid onto large sites (greater than 10 acres) located in designated industrial zoned areas. Sites within close proximity to schools, churches and surrounded by highly developed residential areas were not considered.
- Variety – In order to gain a comprehensive look at the full array of the issues facing a range of brownfield sites it was desirable to select sites with a variety of size range (between approximately 10 acres to over 100 acres) and with varying degrees of environmental contamination and transportation access complexity.
- Owner willingness – For each site, it was necessary to obtain owner consent in performing the site investigation. While much of the environmental data is public record, it was believed that a much more detailed study could be conducted with owner consent. In addition, with owner buy in, redevelopment of the site could be achieved more realistically and in less time. The Project Team has coordinated with property owners to obtain access to the site for environmental sampling purposes. The Project Team, with the help of NJIT in-house attorneys developed both a “Sampling Agreement” and a “No Sampling” agreement: the former allows access to sites for the purpose of carrying out soil sampling, while the latter permits the Project Team to obtain and review existing available environmental information from the property owner. (A Performa copy of both documents is attached.) Property owners were given an opportunity to review the report to ensure the information was accurate and that there is no breach of confidentiality.
- Status of Property - Properties where redevelopment plans that have some level of local approval or properties zoned for residential, recreational or other non-industrial use were also not considered.

STUDY METHODOLOGY LESSONS LEARNED

Agencies striving to successfully redevelop can benefit from the experiences of the Project Team in its effort to advance brownfields redevelopment for freight related re-use. The following summarizes some of the key lessons learned that apply to the study methodology:

- **Make data entry easy.** Future researchers are advised to develop a simple data entry program for field teams to manage the one-to-many relationships that are typically present within the database structure. (For example, many images associated with a single site.) Although the spreadsheets were formatted to accommodate these relationships (multiple sheets representing the database tables) the relational table concept and purpose was not initially well understood by the field teams and thus were not always completed properly.
- **Ensure current data is input.** Future researchers are advised to have only updated records submitted to data management personnel with unchanged records eliminated from submissions. There was some confusion over what records supplied in the spreadsheets represented updates and which did not. This is more of an issue if the field teams do not use a data entry program.
- **Obtaining owner consent may be difficult but is worthwhile.** Unfortunately, formally

obtaining permission proved more difficult than originally expected, even with incentives of offering “free” professional assessments and services needed to successfully develop these properties. The project team had to contact and meet with numerous parties including property owners, lawyers, previous consultants, municipal officials, developers and others. Legal agreements based on the foregoing proforma’s had to be drawn up and signed to give the project team physical access to the sites and allow them to carry out study activities. The process of obtaining formal consent resulted in delays to the completion of this project. However, this effort was very much worthwhile as greater information can be obtained through the consent of property owners.

- **Engage public assistance.** Large initiatives are being advanced to assist in redevelopment of brownfields. Work with local, state and federal staffs in searching for program grants directed towards brownfield rehabilitation studies. Get to know them and keep them apprised of your actions. Scour the Internet brownfield web sites for the latest developments both nationally and internationally. Become familiar and meet with your state departments of Transportation, Environmental Protection, and your state’s economic development authority or its equivalent. At the federal level, the local offices of the Department of Transportation (Federal Highways Administration) and Environmental Protection Agency proved to be invaluable to our endeavors.
- **Carefully consider the study budget.** Do not bite off more than you can chew. You will need a consultant and there will be the unexpected expenses from computers, to travel to printing expense. Be conservative on the budget and stick to it as closely as possible. It will do you no good to be half way through a study and then have to fold your tents due to lack of funds. Budgeting is an art form and should not be left to amateurs. From the onset, involve a professional which knowledge of government grant accounting.
- **Engage in partnering and collaboration with a “neutral” entity.** The team strongly advises engaging a neutral entity, such a university, to assist in brownfields redevelopment. The public is wary of government agencies, as they are often perceived as having “hidden agendas”. We found officials were generally more receptive to some of the more controversial issues with the inclusion of university representatives to the study team. In the case of our study, the team is evenly divided between North Jersey Transportation Planning Authority (MPO) and New Jersey Institute of Technology (university) employees. The university not only administers grant funds, but also provides professional and technical support. As a bonus, NJIT serves as the National Center for Transportation and Industrial Productivity (NCTIP). The university connection also provides a unique learning opportunity for students while providing an excellent resource for our study effort. For example, student interns proved to be the “legs” of our project; physically visiting over 1,000 sites, photographing them, recording their location via GPS, cross checking ownership with the local tax offices, and preparing databases from the information derived. At the same time, students obtained first hand knowledge of the environmental and transportation challenges and issues associated with brownfields redevelopment.
- **Be prepared to sell.** It is essential that at least two members of the team be prepared to make presentations on the project before public and private groups in order to spread the word and build consensus. The presentations must be motivational and leave the audience with the feeling that they too, are a part of, and welcomed to the process. Every opportunity must be seized to promote the study, including media contact.
- **Emphasize public participation.** You are working on a public project using public funds. Outreach to community groups on your mission is as important as site selection. Bring into the process not only the obvious benefactors but also community watch groups who may not buy into the brownfield concept at the study’s inception.

Appendix C: Case Study Legal Agreements

Environmental Study Agreement

This Agreement, dated _____, 2001, is entered into between the **North Jersey Transportation Planning Authority**, the Metropolitan Planning Organization for the Northern 13 counties of New Jersey, in conjunction with the **New Jersey Institute of Technology**, a body corporate and politic of the State of New Jersey (collectively referred to as the "Study Team"), and the undersigned owner of real property (the "Landowner").

WITNESSETH:

WHEREAS, the Study Team consists of non-profit entities involved in a project to examine the relationship between transportation infrastructure and the redevelopment of properties for freight related business. The properties of primary focus are located near Newark airport and the water ports of Newark and Elizabeth, New Jersey;

WHEREAS, the Landowner's property has been identified as one of the sites that may have the potential for redevelopment as freight related business. Consequently, the Study Team desires to perform environmental surveys, real estate market analysis, transportation improvement evaluations, and other detailed studies of the same;

WHEREAS, the Landowner wants to make the subject property available and/or accessible to the Study Team under the conditions described herein;

WHEREAS, the activities contemplated by this Agreement are of mutual interest and benefit to the Study Team and the Landowner, and will further the objectives of both;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

Right Of Entry/ Use of Lot

Landowner licenses and/or grants to the Study Team, the use of and/or a right of entry to Landowner's property (the "Lot"), commonly known as: _____, Newark/Elizabeth, New Jersey, for the sole purposes of performing environmental surveys, real estate market analysis, transportation improvement evaluations, and other detailed studies of the same. This license includes any designated representative of the Study Team (such as consultants, advisers and/or other retained experts) and full access during normal business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday. The Study Team shall also be permitted to diagram, map, photograph and/or sketch the Lot.

Consideration

In consideration of the above-referenced license, the Study Team shall provide the Landowner with valuable information and a report that may include, at the option of the Study Team: (i) the current environmental conditions at the Lot and extent of remediation required to obtain NJDEP approval for redevelopment; (ii) a preliminary transportation analysis; and (iii) the results of a real estate market analysis.

The Study Team further agrees that, during the term of this and any successor license, the Study Team will be solely responsible for: (i) restoring the Lot to its condition prior to entry (only as a result of the activities of the Study Team); (ii) required off-site transportation; and (iii) disposal of any hazardous/toxic material produced through sampling.

The Study Team shall not be obliged or required to: (i) replace, improve or repair any part of the Lot dam-

aged by parties other than the Study Team and/or its designated representatives; (ii) perform any environmental remediation and/or cleanup activities at the Lot; and (iii) obtain any Federal, State and/or local environmental permits and/or approvals for remediation, property transfer and/or site development.

Landowner's Full Cooperation

Landowner agrees to fully cooperate with the Study Team at all relevant times, including the instruction by the Landowner of such full cooperation to any present and/or past environmental consultant. Landowner agrees to provide the Study Team with all necessary background information and/or documentation relating in any way to the past and/or present environmental condition of the Lot, previous uses, prior owners, buried tanks and/or structures, assessment and/or remediation activities, penalties and/or violations, deed restrictions, or the like.

Representations/Warranties

The Study Team shall perform the work contemplated by this Agreement in conformance with generally accepted standards of good practice, and with all applicable State and federal laws and regulations governing the performance of such work. EXCEPT FOR THE FOREGOING COVENANTS, THE STUDY TEAM MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTERS COVERED BY THIS AGREEMENT.

Consent To Full Disclosure/Dissemination Of Information

The parties agree and acknowledge that as a result of entering into and performing this Agreement, the Study Team will obtain and/or produce information concerning the Lot and/or the environmental condition of the same considered confidential to the Landowner. Accordingly, the Landowner agrees that, during the term of this Agreement and thereafter, the Study Team shall be permitted to use, disclose, reproduce, publish, disseminate, distribute, and/or report such confidential information

for any purpose related to this Agreement and to the extent necessary for the Study Team to comply with any Federal, State and/or local law, statute, regulation, ordinance or the like, or if required to do so under law or in a judicial or other governmental investigation or proceeding, without the prior written approval of the Landowner.

Alterations

The Study Team shall not alter, add to, deface, improve or in any way change the Lot (except to the limited degree necessary to accomplish the aforementioned tests, samples, surveys, etc.) without the prior written consent of Landowner. The Lot shall be maintained and vacated, as and when required by the Study Team, in as good condition as upon entry of the Study Team thereon.

Term of Use/Renewal/Termination

This Agreement shall commence upon the Landowner's execution of this Agreement, and shall continue for a period of one year. The Agreement shall renew automatically for successive one-year periods unless either party, upon not less than thirty (30) days prior written notice, advises the other of its intention not to renew.

Either party may terminate this Agreement for any reason or no reason upon ten (10) days prior written notice to the other. In the event of termination, the Study Team shall immediately remove itself and/or all equipment, vehicles, machinery, tools, and other property located at the Lot.

Landowner's Right to Enter

Landowner reserves the right to enter the Lot for any purpose deemed germane by the Landowner and to do therein anything Landowner deems necessary or appropriate to maintain, repair, improve, secure, or alter the Lot, to comply with any governmental or judicial requirement or direction, or to post notices. Nothing in this paragraph shall be construed or interpreted to require Landowner to do any of the foregoing.

Reasonable Use

The Study Team agrees that it will not do or permit anything to be done in or about the Lot nor bring or keep anything thereon which might impair the condition, maintenance or operation thereof, create a risk of nuisance, casualty, injury, death, or environmental hazard, violate any law, statute, ordinance, regulation, code or other governmental or judicial requirement or limitation, or that would otherwise be detrimental to the Landowner.

Independent Status/No Agency

Neither party nor any of their respective members, employees or independent contractors is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, statement or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Defense And Indemnification

The Study Team shall defend, indemnify and save harmless the Landowner, from and against all suits, claims, losses, fees, fines, charges, demands or damages, including without limitation those asserted by employees, contractors or agents of the Study Team, connected with or arising out of the Study Team's breach of this Agreement or its own negligent activities at or about the Lot, or the negligent acts or omissions of the Study Team, its guests, invitees, officers, agents, employees, contractors or vendors. The Study Team shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith.

Insurance

The Study Team shall procure and maintain, and require its contractors and subcontractors to procure and maintain, insurance to adequately protect Landowner and itself from claims for bodily and personal injury, including death, and damage to property which may arise or result from the use of the Lot. The type, form and minimum amount of coverage of this insurance is as follows:

- a. Commercial General Liability coverage, in an amount not less than ONE MILLION and 00/100 (\$1,000,000.00) DOLLARS per occurrence;
- b. Automobile and/or non-owned automobile insurance, including without limitation bus coverage, providing coverage with a minimum liability limit of ONE MILLION and 00/100 (\$1,000,000) DOLLARS for personal injury or death of each person and FIVE HUNDRED THOUSAND and 00/100 (\$500,000) DOLLARS for property damage; and
- c. Worker's Compensation and Employers' Liability coverage at New Jersey statutory limits and Employers' Liability coverage of not less than ONE MILLION and 00/100 (\$1,000,000) DOLLARS per accident.

The Study Team shall submit to Landowner within thirty (30) days certificates of all insurance required to be maintained by the Study Team, such certificates to specify that the insurer will provide the Landowner with thirty (30) days prior written notice of any material change, cancellation or intent not to renew such coverage. The foregoing statement of insurance requirements shall in no way relieve or limit the Study Team's obligation to defend, indemnify and save harmless the Landowner.

No Assignment

The Study Team shall not voluntarily, involuntarily or by operation of any laws sell, convey, mortgage, assign, sublicense or otherwise transfer or encumber all or any part of the premises licensed hereunder or any right granted hereunder without Landowner's prior written consent, and any attempt to do so without this consent shall be null and void.. In each instance, the Landowner may withhold consent in its sole and absolute discretion. The Study Team shall also not record this Agreement with the Register of the county in which the Lot is located.

No Waiver/Severability

No failure by either party to enforce any provision of this Agreement shall constitute or be construed, either individually or in the aggregate, as a waiver or limitation of any future right to enforce any contractual provision. If any aspect of this Agreement is held by a court of competent jurisdiction to be void, invalid or unenforceable, the remainder shall remain in full force and effect.

Choice of Law/Venue/Jurisdiction

The parties agree that this Agreement, including its validity, interpretation and enforcement shall be governed by the laws of New Jersey, without regard to its choice of law principles. Any dispute arising out of this Agreement shall be resolved in the appropriate division of the Superior Court of New Jersey, venued in Essex County. To the extent necessary, Star hereby submits the jurisdiction of the courts of the State of New Jersey.

No Third Party Beneficiary

Except as provided herein with regard to *Defense and Indemnification*, this Agreement gives no right or benefit to any party except the Study Team and the Landowner.

Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding this matter and merges all prior discussions. There are no representations, warranties or promises not expressly set forth in this Agreement. This Agreement may not be modified, amended or renewed except by writing, signed by both parties.

Marginal Headings

The headings set forth in this Agreement are offered for the convenience of the reader nly and are intended to have no substantive effect whatsoever.

AGREED TO AND ACCEPTED BY:

LANDOWNER:

NORTH JERSEY TRANSPORTATION PLANNING
AUTHORITY:

By: _____

By: _____

NEW JERSEY INSTITUTE OF TECHNOLOGY

By: _____

Environmental No-Sample Study Agreement

This Agreement, dated _____, 2001, is entered into between the **North Jersey Transportation Planning Authority**, the Metropolitan Planning Organization for the Northern 13 counties of New Jersey, in conjunction with the **New Jersey Institute of Technology**, a body corporate and politic of the State of New Jersey (collectively referred to as the "Study Team"), and the undersigned owner of real property (the "Landowner").

WITNESSETH:

WHEREAS, the Study Team consists of non-profit entities involved in a project to examine the relationship between transportation infrastructure and the redevelopment of properties for freight related business. The properties of primary focus are located near Newark airport and the water ports of Newark and Elizabeth, New Jersey;

WHEREAS, the Landowner's property has been identified as one of the sites that may have the potential for redevelopment as freight related business. Consequently, the Study Team desires to perform environmental surveys, real estate market analysis, transportation improvement evaluations, and/or other detailed studies utilizing only the results of earlier environmental studies and/or investigations conducted by other parties;

WHEREAS, the Landowner wants to make available to the Study Team the results of earlier environmental investigations and/or studies concerning the Landowner's property under the conditions described herein;

WHEREAS, the activities contemplated by this Agreement are of mutual interest and benefit to the Study Team and the Landowner, and will further the objectives of both;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

Production And Use Of Earlier Environmental Investigation Results

Within thirty (30) days of the execution of this Agreement, Landlord agrees to provide the Study Team with copies of any and all records, documents, files, reports, correspondence, or the like, pertaining to earlier environmental investigations (whether conducted by a private and/or governmental entity) of the Landowner's property (the "Lot"), commonly known as: _____, Newark/Elizabeth, New Jersey.

Such documentation may include but not be limited to: (i) soil/sediment samples; (ii) remediation plans; (iii) investigation reports; (iv) site historical data; (v) governmental submissions pursuant to any environmental law and/or regulation; (vi) groundwater analysis; (vii) aerial photographs; (viii) ownership records; (ix) magnetometer surveys; (x) excavation findings; or (xi) other relevant documents and/or data of any kind.

The Study Team shall be permitted to review, examine and use all of the aforementioned documents and/or data for the sole purposes of performing environmental surveys, real estate market analysis, transportation improvement evaluations, and/or other detailed studies of the Lot. Landowner also grants such permission to any designated representative of the Study Team (such as consultants, advisers and/or other retained experts).

Under the terms of this Agreement, the Study Team shall not physically enter onto the Lot to conduct any independent environmental testing and/or investigation on its own.

Consideration

In consideration of the Landowner's promises set forth herein, the Study Team shall provide the Landowner with valuable information and a report that may include, at the option of the Study Team: (i) the

current environmental conditions at the Lot and extent of remediation required to obtain NJDEP approval for redevelopment; (ii) a preliminary transportation analysis; and (iii) the results of a real estate market analysis.

The Landowner acknowledges and understands that the Study Team shall not be obliged or required to: (i) perform any environmental remediation and/or cleanup activities at the Lot; and (ii) obtain any Federal, State and/or local environmental permits and/or approvals for remediation, property transfer and/or site development.

Landowner's Full Cooperation

Landowner agrees to fully cooperate with the Study Team at all relevant times, including the instruction by the Landowner of such full cooperation to any present and/or past environmental consultant. Landowner agrees to provide the Study Team with all necessary background information and/or documentation relating in any way to the past and/or present environmental condition of the Lot, previous uses, prior owners, buried tanks and/or structures, assessment and/or remediation activities, penalties and/or violations, deed restrictions, or the like. Landowner also agrees to execute any and all other necessary documents, consents, releases, etc., required to permit the Study Team to perform its obligations under this Agreement.

Representations/Warranties

The Study Team shall perform the work contemplated by this Agreement in conformance with generally accepted standards of good practice, and with all applicable State and federal laws and regulations governing the performance of such work. EXCEPT FOR THE FOREGOING COVENANTS, THE STUDY TEAM MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTERS COVERED BY THIS AGREEMENT.

Consent To Full Disclosure/Dissemination Of Information

The parties agree and acknowledge that as a result of entering into and performing this Agreement, the Study Team will obtain and/or produce information concerning the Lot and/or the environmental condition of the same considered confidential to the Landowner. Accordingly, the Landowner agrees that, during the term of this Agreement and thereafter, the Study Team shall be permitted to use, disclose, reproduce, publish, disseminate, distribute, and/or report such confidential information for any purpose related to this Agreement and to the extent necessary for the Study Team to comply with any Federal, State and/or local law, statute, regulation, ordinance or the like, or if required to do so under law or in a judicial or other governmental investigation or proceeding, without the prior written approval of the Landowner.

Term of Use/Renewal/Termination

This Agreement shall commence upon the Landowner's execution of this Agreement, and shall continue for a period of one year. The Agreement shall renew automatically for successive one-year periods unless either party, upon not less than thirty (30) days prior written notice, advises the other of its intention not to renew.

Either party may terminate this Agreement for any reason or no reason upon ten (10) days prior written notice to the other. In the event of termination, the Study Team shall be permitted to retain all documentation and/or information pertaining to the Lot and continue use of the same pursuant to the terms and conditions of this Agreement.

Future Right To Enter

Landowner agrees not to unreasonably withhold from the Study Team a future license for the use of and/or a right of entry to the Lot, for the sole purposes of performing environmental surveys, real estate market analysis, transportation improvement evaluations, and other detailed studies of the same. The terms and conditions of such use and/or right of entry shall be determined and/or memorialized in a subsequent agreement to be executed by the parties.

Independent Status/No Agency

Neither party nor any of their respective members, employees or independent contractors is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, statement or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

No Assignment

The Study Team shall not voluntarily, involuntarily or by operation of any laws sell, convey, mortgage, assign, sublicense or otherwise transfer or encumber all or any part of the premises licensed hereunder or any right granted hereunder without Landowner's prior written consent, and any attempt to do so without this consent shall be null and void.

Choice of Law/Venue/Jurisdiction

The parties agree that this Agreement, including its validity, interpretation and enforcement shall be governed by the laws of New Jersey, without regard to its choice of law principles. Any dispute arising out of this Agreement shall be resolved in the appropriate division of the Superior Court of New Jersey, venued in Essex County.

No Third Party Beneficiary

This Agreement gives no right or benefit to any party except the Study Team and the Landowner.

Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding this matter and merges all prior discussions. There are no representations, warranties or promises not expressly set forth in this Agreement.

AGREED TO AND ACCEPTED BY:

LANDOWNER:

**NORTH JERSEY TRANSPORTATION PLANNING
AUTHORITY:**

By: _____

By: _____

NEW JERSEY INSTITUTE OF TECHNOLOGY

By: _____

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