

TOWNSHIP OF TEANECK

RESOLUTION NO.: _____

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A LAWSUIT CAPTIONED STOP & SHOP SUPERMARKET COMPANY LLC V. TOWNSHIP OF TEANECK; TOWNSHIP COUNCIL OF THE TOWNSHIP OF TEANECK; PLANNING BOARD OF THE TOWNSHIP OF TEANECK; XYZ CORPORATION 1-5; AND JOHN DOES 1-5.

WHEREAS, Stop & Shop Supermarket Company LLC instituted a lawsuit against the Township of Teaneck (“Teaneck”), the Township Council of The Township of Teaneck and the Planning Board of The Township of Teaneck, in the Superior Court of New Jersey, Law Division, Bergen County, entitled Stop & Shop Supermarket Company LLC v. Township of Teaneck Et Als., Docket No. BER-L-3507-21, challenging the designation of the areas commonly known as the American Legion Drive Parling Lot, and 665, 689, 699, 713 and 719 American Legion Drive also known as Block 705, Lot 4.01, and Block 707, Lots 1-5 as a non-condemnation area in need of redevelopment in accordance with N.J.S.A. 40A:12A-5 (the “Action”); and

WHEREAS, the Parties to the Action desire to end their dispute and to amicably resolve the Action in order to avoid the expense, burden and uncertainties of further litigation; and

WHEREAS, the Township believes that settlement of the action is in the best interest of the Township and the residents thereof;

NOW, THEREFORE, BE IT RESOLVED:

1. The Township Council hereby authorizes the settlement of the Action in substantial conformance with the terms set forth in the Settlement Agreement on file in the Office of the Township Clerk and available for public inspection; and
2. The Mayor be and hereby is authorized to execute any and all documents necessary to effectuate the aforesaid settlement, and the Township Clerk be and hereby is authorized to attest to his signature; and
3. The Township Attorney be and hereby is authorized to prepare and execute any and all documents necessary to effectuate the settlement and dismissal of the Action as to the against the Township of Teaneck, and any other Teaneck defendants; and
4. This Resolution shall take effect immediately.

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** ("**Agreement**") is entered into as of September ___, 2022 by and between:

THE STOP & SHOP SUPERMARKET COMPANY LLC, a Delaware limited liability company having its principal offices at 1385 Hancock Street, Quincy, Massachusetts, 02169 ("**Stop & Shop**");

TOWNSHIP OF TEANECK, a municipality organized under the laws of the State of New Jersey, having its principal offices at 818 Teaneck Road, Teaneck, New Jersey, 07666 (the "**Township**");

TOWNSHIP COUNCIL OF THE TOWNSHIP OF TEANECK, the duly elected governing body of the Township, having its principal offices at 818 Teaneck Road, Teaneck, New Jersey, 07666 (the "**Council**");

PLANNING BOARD OF THE TOWNSHIP OF TEANECK, the duly created planning board of the Township pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 to 163 (the "**MLUL**"), having its principal offices at 818 Teaneck Road, Teaneck, New Jersey, 07666 (the "**Planning Board**");

713-719 TEANECK, LLC, a New Jersey limited liability company having its principal offices at 20 Ridge Road, Suite 210, Mahwah, New Jersey, 07430;

719 TEANECK, LLC, a New Jersey limited liability company having its principal offices at 20 Ridge Road, Suite 210, Mahwah, New Jersey, 07430;

CROSSROADS COMPANIES, LLC, a New Jersey limited liability company having its principal offices at 20 Ridge Road, Suite 210, Mahwah, New Jersey, 07430; and

NNN TEANECK NJ OWNER LP, a Delaware limited partnership having its principal offices at 9 W. 57th Street, 15th Floor, New York, New York, 10019.

Each party to this Agreement shall individually be referred to as a "**Party**" and shall collectively be referred to as the "**Parties**." Stop & Shop, the Township, the Council and the Planning Board each may also be individually be referred to as a "**Litigant**" and shall collectively be referred to as the "**Litigants**."

RECITALS:

A. The Council, pursuant to Resolution No. 203-2020, authorized the Planning Board to undertake a preliminary investigation concerning whether areas commonly known as the American Legion Drive Parking Lot, and 665, 689, 699, 713 and 719 American Legion Drive, also known as Block 705, Lot 4.01, and Block 707, Lots 1-5 as shown on the

Tax Map of the Township of Teaneck, should be designated as a “non-condemnation area in need of redevelopment” in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”), and specifically N.J.S.A. 40A:12A-5 (the “**Proposed Redevelopment Area**”).

B. The Council, pursuant to Resolution No. 203-2020, engaged the firm of Phillips Preiss Grygiel Leheny Hughes LLC to assist the Planning Board in undertaking such preliminary investigation.

C. The Planning Board, with the assistance of Phillips Preiss Grygiel Leheny Hughes LLC, undertook such preliminary investigation and issued a draft “Area in Need of Redevelopment Investigation” dated February 2, 2021.

D. Following a public hearing conducted on March 25, 2021, the Planning Board voted to recommend to the Council that it designate the Proposed Redevelopment Area as a “non-condemnation area in need of redevelopment.”

E. On April 13, 2021, the Council, following the Planning Board’s recommendation, adopted Resolution No. 87-2021 declaring and determining the Proposed Redevelopment Area to be a “non-condemnation area in need of redevelopment” (the “**American Legion Drive Redevelopment Area**”).

F. The lands comprising the American Legion Drive Redevelopment Area are owned as follows:

- (1) Block 705, Lot 4.01, commonly known as the American Legion Drive Parking Lot, is owned in fee by the Township.
- (2) Block 707, Lot 1, commonly known as 713 American Legion Drive, is owned in fee by 713-719 Teaneck, LLC and is improved with a parking lot serving the SGI-USA Buddhist Center on Lot 2 (the “**Buddhist Center**”).
- (3) Block 707, Lot 2, commonly known as 719 American Legion Drive, is owned in fee by 719 Teaneck, LLC and is improved with a building occupied by the Buddhist Center.
- (4) Block 707, Lot 3 and Lot 4, commonly known as 699 American Legion Drive and 689 American Legion Drive, respectively, are owned in fee by Stop & Shop and are utilized for parking in connection with its supermarket on Lot 5.
- (5) Block 707, Lot 5, commonly known as 665 American Legion Drive, is owned in fee by NNN Teaneck NJ Owner LP, an affiliate of Apollo Global Management, Inc. (NNN Teaneck NJ Owner LP hereafter referred to as “**NNN Teaneck**”) and leased to Stop & Shop pursuant to a long-term

lease. Lot 5 is improved with a Stop & Shop supermarket and associated parking and other site improvements.

G. 713-719 Teaneck, LLC and 719 Teaneck, LLC are affiliates of Crossroads Companies, LLC (hereinafter all three entities are collectively referred to as "**Crossroads**").

H. Crossroads has proposed redevelopment of the American Legion Drive Parking Lot and other portions of the American Legion Drive Redevelopment Area.

I. On or about May 28, 2021, Stop & Shop commenced an action captioned The Stop & Shop Supermarket Company LLC v. Township of Teaneck et als., Docket No. BER-L-3507-21, in which the Township, the Council and the Planning Board are named as defendants, challenging the Township's designation of the American Legion Drive Redevelopment Area (the "**Action**"), asserting, inter alia, that the designation did not meet the criteria of the Redevelopment Law, that the actions of the Planning Board and the Council were arbitrary, capricious, and unreasonable, that there existed invalidating conflicts of interest associated with the designation, and that there existed procedural and notice defects in the designation process of the American Legion Drive Redevelopment Area.

J. Prior to and since the commencement of the Action, Township representatives have discussed the redevelopment of the American Legion Drive Redevelopment Area with Crossroads as the potential redeveloper, and have reviewed and considered various preliminary concept plans prepared by or at the direction of Crossroads which initially proposed a parking garage on Lot 1 and Lot 2 adjacent to Stop & Shop's supermarket, and multifamily residential development on the American Legion Drive Parking Lot.

K. Since the commencement of the Action, the Litigants, in an effort to avoid the time and substantial cost of litigation, have conducted negotiations among themselves and with the other Parties in an attempt to amicably resolve the Action.

L. Stop & Shop proposed certain alternative concept plans intended to mitigate visibility and other development concerns it had concerning the original proposal.

M. The Township proposed relocating the parking garage to an alternate site located at the corner of Beverly Road and Garrison Avenue, designated as Block 819, Lots 1, 14, 16 and 17 on the tax map of the Township (the "**Beverly/Garrison Site**"), if it met the criteria for designation as a "non-condemnation area in need of redevelopment."

N. On or about May 31, 2022, by Resolution 148-2022, the Council designated the Beverly/Garrison Site as a "non-condemnation area in need of redevelopment" (the "**Beverly/Garrison Redevelopment Area**").

O. Relocation of the parking garage resolves a number of concerns and enabled the Parties to focus on the remaining issues associated with the redevelopment of the American Legion Drive Redevelopment Area.

P. Stop & Shop proposed a land exchange between NNN Teaneck and Crossroads which provides for greater visibility of Stop & Shop, allows for a future expansion of Stop & Shop, and facilitates the residential development proposed by Crossroads.

Q. The Litigants have agreed in principle on the parameters of a resolution of the Action, and desire to set forth the terms and conditions on which they have agreed, as well as the actions that are required of each of the Parties in order to resolve the Action with finality.

R. The Litigants, together with the other Parties who are not Litigants, desire to implement those steps without the time and expense of simultaneously prosecuting and defending against such claims as have been or may be raised within the Action, in order that the Project (defined below) may advance.

NOW THEREFORE, the Parties hereby agree and stipulate as follows:

A. The Project

1. The Parties anticipate that the American Legion Drive Redevelopment Area and the Beverly/Garrison Redevelopment Area will be redeveloped in such manner as described in this Agreement (the "**Project**") and as depicted on the following plans (collectively referred to herein as the "**Concept Plan**"):
 - a. "Concept Massing Plan" prepared by Crossroads Companies (New Development Statistics dated May 11, 2022), consisting of View A and View B, true copies of which are annexed as **Schedule A-1** and **Schedule A-2**, respectively; and
 - b. Aerial View, Cedar Lane Redevelopment – Teaneck, NJ, Blocks 705, 707 and 819 dated May 11, 2022, a true copy of which is annexed as **Schedule B-1**, and an enlarged version titled Aerial View, Cedar Lane Redevelopment – Teaneck, NJ, Blocks 705 & 707 dated May 11, 2022, a true copy of which is annexed as **Schedule B-2**.
2. The principal components of the Project, as described more fully herein, are summarized as follows:
 - a. Crossroads would develop a multifamily residential project with associated amenities and parking, and a public parking garage, within the Beverly/Garrison Redevelopment Area;

- b. Crossroads would convey Lot 1 and Lot 2 to NNN Teaneck, free and clear of all improvements, and incorporate those lots into a reconfigured parking lot for Stop & Shop;
- c. NNN Teaneck would convey to Crossroads the southern portion of the existing supermarket parking area on Lot 5, from approximately North Street to the southern property boundary, on which Crossroads would develop a multifamily residential project with associated amenities, parking and related site improvements; and
- d. The Township would convey the American Legion Drive Parking Lot to Crossroads pursuant to a separate agreement, on which Crossroads would develop a multifamily residential project with associated amenities, parking and related site improvements.

B. Dismissal of the Action

- 1. Stop & Shop shall dismiss the Action, without prejudice and without costs or attorney fees, upon the last to occur of each of the following events:
 - a. Full execution of this Agreement; and
 - b. Full execution of the Land Exchange Agreement (defined below) between Crossroads and NNN Teaneck.
- 2. Stop & Shop shall dismiss the Action, with prejudice and without costs or attorney fees, once each Party has fully satisfied and performed all of its obligations and taken all of the actions that are required of such Party as set forth in this Agreement and the Land Exchange Agreement.
- 3. In the event of a dismissal without prejudice, Stop & Shop shall have the right to reinstate the Action in the following circumstances set forth in subparagraphs 3.a. or 3.b. hereinbelow, by written request filed with the Court. The Township, the Council and the Planning Board hereby each waive their right to assert an affirmative defense or otherwise object on limitations period or other timeliness grounds. The purpose of this subparagraph 3. is to accord Stop & Shop the broadest possible right to reinstate the Action should the terms and conditions of the settlement not be implemented or should litigation ensue which negates the factual and legal circumstances which exist at the time of entry into this Agreement.
 - a. If any Party fails to fully satisfy and perform all of its obligations and take all of the actions that are required of such Party as set forth in this Agreement or in the Land Exchange Agreement; or

- b. If an appeal or other litigation is filed with respect to any matter which concerns this Agreement, the Land Exchange Agreement, the American Legion Drive Redevelopment Area, the Beverly/Garrison Redevelopment Area, the American Legion Drive Redevelopment Plan, or development of the improvements depicted on the Concept Plan, within the applicable appeal period or any extension or enlargement thereof. In the event of such an appeal or other litigation, Stop & Shop shall not have the ability to reinstate the Action if Parties to this Agreement, which Parties are also named as defendant(s) in the appeal or other litigation, are using their best efforts to defend the appeal or other litigation, but Stop & Shop may reinstate the Action if (i) such Parties are no longer using their best efforts to defend the appeal or other litigation, (ii) a court has adjudicated the matter on the merits and all appeals of that adjudication have been exhausted, or (iii) all applicable time periods to further appeal any court decision have lapsed.

C. **Land Exchange**

1. Crossroads and NNN Teaneck shall enter into an agreement for the exchange of land (the "**Land Exchange Agreement**"), subject to preparing surveys and legal descriptions of the lands to be conveyed, conducting title review and performing such customary due diligence as shall be set forth in the Land Exchange Agreement:
 - a. Crossroads shall convey to NNN Teaneck Lot 1 and Lot 2, encompassing approximately 0.73 acres per tax records.
 - b. NNN Teaneck shall convey to Crossroads the southern portion of Lot 5, encompassing approximately 1.22 acres, as depicted on the Concept Plan.
 - c. Crossroads and NNN Teaneck have agreed to a purchase price, as will be set forth in the Land Exchange Agreement, for the lands to be conveyed to one another.
2. In further consideration for the land transfer, Crossroads shall at its sole cost and expense:
 - a. Demolish and clear the improvements on Lot 1 and Lot 2 (including but not limited to the existing building currently occupied by the Buddhist Center and associated parking), and perform compaction, at Crossroads' sole cost and expense.

- b. Reconfigure Stop & Shop's parking lot as depicted on the Concept Plan (see Section E.1.a. below) to incorporate Lots 1, 2, 3, 4 and the portion of Lot 5 to be retained by NNN Teaneck into a single cohesive and integrated parking area, and install or relocate improvements including but not limited to lighting; storm water management facilities and improvements; utilities; landscaping (including boxwoods between the sidewalk and Lots 1, 2, 3 & 4, as well as between the Building B parcel as shown on the Concept Plan and the retained portion of Lot 5); irrigation; curbing; striping; cart corrals; statutory towing signs in accordance with N.J.S.A. 39:4-56.6 or other statute; regulation or ordinance which is required in order to tow unauthorized vehicles; handicapped parking spaces; and electric vehicle charging equipment or "make ready" infrastructure as may be required by N.J.S.A. 40:55D-66.20, and any model ordinance promulgated or other ordinance enacted under authority thereof. Crossroads and Stop & Shop shall enter into a separate construction agreement which sets forth the detailed construction specifications consistent with Stop & Shop's usual construction standards for new construction.
3. Additional financial terms, timing of the transfers and terms and conditions of the land transfers will be as set forth in the Land Exchange Agreement.
4. NNN Teaneck and Stop & Shop shall amend their existing lease to include Lot 1 and Lot 2, following the land exchange, as part of the demised premises which NNN Teaneck leases to Stop & Shop.

D. American Legion Drive Redevelopment Plan

1. The Parties shall work cooperatively to draft a mutually satisfactory redevelopment plan for the American Legion Drive Redevelopment Area (the "**American Legion Drive Redevelopment Plan**").
 - a. The American Legion Drive Redevelopment plan shall provide for development generally consistent with, and without material deviation from, the Concept Plan.
 - b. The American Legion Drive Redevelopment Plan once duly adopted shall at a minimum include all of the provisions set forth below in subparagraphs D.2. thru D.5. and Schedule C referenced therein, as well as such other provisions as the Township or Crossroads may desire to include and with which the other Parties agree.

- c. As set forth below, it is contemplated that the American Legion Drive Redevelopment Plan will provide that the existing B-1 zoning regulations shall apply to Lots 1 and 2 during the interim period prior to the land exchange. If the Land Exchange Agreement is terminated prior to the occurrence of the land exchange, the Parties agree to cooperate and to negotiate in good faith to establish, through an amendment to the American Legion Drive Redevelopment Plan, mutually acceptable development standards concerning use, bulk requirements and design requirements for Lots 1 and 2, including provision for appropriate freestanding or wall-mounted signage at the corner of American Legion Drive and Water Street in order to provide visibility and assist in the identification of the supermarket use on Lot 5. Crossroads shall convey to Stop & Shop, for nominal consideration, such non-exclusive easements as Stop & Shop may deem reasonably necessary for the installation, occupancy, operation and maintenance of such signage, as well as the provision of utilities, subject to negotiation of a commercially reasonable agreement governing the installation, maintenance and operation of such signage at the sole cost and expense of Stop & Shop. Crossroads shall, within thirty (30) days of the full execution of this Agreement, record a notice of this easement right in the land records in a form mutually acceptable to Crossroads and Stop & Shop.
2. American Legion Drive Parking Lot / Proposed Building A
 - a. Permitted uses shall be limited to multifamily residential use, associated amenities, associated garage parking underneath the residential building, related site improvements, and accessory uses and structures which are customary, subordinate and incidental to the principal use.
 - b. The minimum parking ratio shall be 1.50 spaces per dwelling unit, computed based on 128 units proposed and 192 parking spaces proposed per the Concept Plan (156 parking spaces under Building A and 36 on-street parking spaces along both sides of American Legion Drive which may be included for purposes of meeting the parking ratio of 1.50 spaces per dwelling unit). If the number of parking spaces is reduced below that shown on the Concept Plan, the number of dwelling units must be reduced accordingly to maintain the specified parking ratio (before application of any electric vehicle credits pursuant to N.J.S.A. 40:55D-66.20, and any model ordinance promulgated or other ordinance enacted under authority thereof).

- c. Vehicular access shall be from Alma Terrace and North Street only; no vehicular access shall be permitted from American Legion Drive.
 - d. Loading, trash receptacles and other support functions shall be located in the Building A parking garage.
3. Lots East of American Legion Drive, Prior to the Land Exchange
- a. Prior to the land exchange:
 - (i) The existing B-1 zoning regulations shall continue to apply to Lot 1 and Lot 2.
 - (ii) Crossroads agrees that it shall not seek use or building height variance relief for any structure upon Lot 1 and Lot 2.
 - b. Prior to the land exchange, the “Provisions Proposed for Inclusion in American Legion Drive Redevelopment Plan” annexed as **Schedule C** will govern Lots 3, 4 and the portion of Lot 5 to be retained by NNN Teaneck.
4. Lots East of American Legion Drive, After the Land Exchange
- a. Supermarket Tract (Lots 1, 2, 3, 4 and the portion of Lot 5 to be retained by NNN Teaneck)
 - (i) After the land exchange, the “Provisions Proposed for Inclusion in American Legion Drive Redevelopment Plan” annexed as Schedule C will govern the Supermarket Tract.
 - b. Proposed Building B (on exchanged portion of Lot 5)
 - (i) Permitted uses on the exchanged portion of Lot 5 shall be limited to multifamily residential use, associated amenities, associated garage parking underneath the residential building, related site improvements, and accessory uses and structures which are customary, subordinate and incidental to the principal use, as well as the permitted uses set forth in “Provisions Proposed for Inclusion in American Legion Drive Redevelopment Plan” annexed as Schedule C.
 - (ii) Minimum parking ratio shall be 1.33 spaces per dwelling unit. If the number of parking spaces is reduced below that shown on the Concept Plan, the number of dwelling units must be reduced accordingly to maintain the specified parking ratio

(before application of any electric vehicle credits pursuant to N.J.S.A. 40:55D-66.20, and any model ordinance promulgated or other ordinance enacted under authority thereof).

- (iii) Loading, trash receptacles and other support functions shall be located in the Building B parking garage.

5. Design of American Legion Drive

- a. American Legion Drive shall remain in its current configuration as of the date of this Agreement and as shown on the Concept Plan.
- b. The Council shall provide in the Redevelopment Plan or in the alternative shall amend Township Code § 36-12 to permit parking on:
 - (i) American Legion Drive, East side, from Water Street to North Street;
 - (ii) American Legion Drive, West side, from Alma Terrace to North Street;
 - (iii) American Legion Drive, either the East side or the West side at the Township's election, between North Street and Kipp Street.
- c. Parallel parking spaces shall be provided, as shown on the Concept Plan, on both sides of American Legion Drive, between Alma Terrace/Water Street and North Street, with each space having a minimum dimension of eight (8) feet in width and twenty-two (22) feet in length. Such parallel parking shall be available for use free of charge, unrestricted, and shall not require a permit.
- d. Crossroads shall construct sidewalks having a minimum width of five (5) feet along both sides of American Legion Drive within the public right-of-way.
- e. Crossroads shall construct on the Supermarket Tract a wall or berm, or provide a landscaped separation having a minimum width of five (5) feet, between the sidewalk and the off-street parking spaces located on the Supermarket Tract. NNN Teaneck or Stop & Shop shall maintain the wall, berm or landscaped separation, as provided in their lease agreement. The existing landscape strip on Lots 3, 4 and 5 may be used to satisfy this requirement as to those lots if it has a minimum width of five (5) feet, but if wider than five (5) feet, its

width may not be reduced, and the width of the separation to be constructed on Lots 1 and 2 shall match the width of any existing landscape strip which is equal to or greater than five (5) feet.

- f. If the number of parallel parking spaces along American Legion Drive (both sides), between Alma Terrace/Water Street and North Street, is reduced below 36, or if the right-of-way is of insufficient width to provide a minimum twelve (12) foot travel way, together with the parallel parking and sidewalks at the above-specified dimensions, then parallel parking spaces shall be eliminated to the extent necessary to satisfy the dimensional requirements for the travel way, parallel parking spaces and sidewalks, and as a result of which the number of dwelling units in Building A must be reduced accordingly to maintain the specified parking ratio of 1.50 spaces per dwelling unit as set forth above in Section D.2.b.
 - g. During any times when the parallel parking spaces along American Legion Drive are fully occupied or their use is restricted (e.g., during a snow or other emergency), Crossroads shall affirmatively direct its tenants and visitors to off-street parking areas, and shall provide overnight visitors with parking passes allowing them to park in one of the garages overnight, in order to avoid unauthorized use of Stop & Shop's parking lot.
6. Variances and Deviations from American Legion Drive Redevelopment Plan:
- a. Designated redevelopers may seek variances or deviations from the American Legion Drive Redevelopment Plan in accordance with the criteria specified in N.J.S.A. 40:55D-70.c., and design standard exceptions in accordance with the criteria specified in N.J.S.A. 40:55D-51. Variances with respect to use or the height of a principal structure shall not be permitted except by a duly enacted amendment to the American Legion Drive Redevelopment Plan.

E. Redeveloper Obligations

- 1. Redeveloper shall be subject to the following obligations, each of which shall also be included in the American Legion Drive Redevelopment Plan:
 - a. The Land Exchange Agreement shall provide that Crossroads shall reconfigure Stop & Shop's parking lot to incorporate Lot 1 and Lot 2 and to provide separation from the conveyed portion of Lot 5, all as depicted on the Concept Plan. Stop & Shop and Crossroads shall

enter into a construction agreement which shall provide that Stop & Shop shall provide the construction drawings and specifications, and that Crossroads shall perform and complete the work at its sole cost and expense in a good and workmanlike manner to Stop & Shop's reasonable satisfaction in accordance with a construction implementation plan to be developed by Crossroads, Stop & Shop and NNN Teaneck, in cooperation with one another, which eliminates to the greatest extent possible impacts to the supermarket and involves as little disruption of Stop & Shop's business operation as possible.

b. Crossroads shall prepare a phasing plan, which shall be approved by the Planning Board as part of or independent of its review and approval of any site plan, subject to the reasonable approval of, and coordination with, Stop & Shop and NNN Teaneck, and which shall provide for the Project to be phased as follows:

(i) Phase 1: Redeveloper constructs Building C and the connected freestanding public parking garage (construction of Building C and the connected freestanding public parking garage must occur first so that the Buddhist Center can be relocated, which will enable Redeveloper to deliver Lot 1 and Lot 2 to NNN Teaneck; further, the additional public parking to serve the Cedar Lane shopping area will be constructed first, before the parking in the American Legion Drive Parking Lot is eliminated by the construction of Building A).

(ii) Phase 2: Crossroads removes the Buddhist Center improvements from Lot 1 and Lot 2, reconfigures Stop & Shop's parking lot as provided in Section E.1.a. and Section C.2.b. above, and the land exchange occurs. Crossroads agrees to use its best efforts to enter into an early lease termination and relocation agreement with the Buddhist Center so Phase 2 can occur as stated above in the preceding sentence. However, if Crossroads is unable to enter into said agreement with the Buddhist Center, Phase 2 and Phase 3 would be reversed.

(iii) Phase 3: Crossroads constructs Building A.

(iv) Phase 4: Crossroads constructs Building B. Crossroads shall be allowed to commence construction of Building B as soon as the following criteria have been met: (a) the freestanding parking garage is constructed in the Beverly/Garrison

Redevelopment Area and has received a temporary or permanent certificate of occupancy which allows for public use; (b) the Buddhist Center's lease has expired or the lease has been terminated pursuant to an early termination and relocation agreement, and the Buddhist Center has vacated and/or relocated from their current location on Lot 1 and Lot 2 (regardless of whether that relocation is in Building C or somewhere outside of the American Legion Drive Redevelopment Area and the Beverly/Garrison Redevelopment Area); and (c) the land exchange has occurred and Crossroads has fully completed and delivered the reconstructed parking lot to Stop & Shop, pursuant to the terms of this Agreement. If all of the above criteria have been met, Crossroads shall have the option to construct Building A and Building B concurrently, as long as they are able to conduct construction staging offsite and not impact Stop & Shop's supermarket or disrupt its business operation, pursuant to the terms of this Agreement.

- c. Crossroads shall, prior to the commencement of any construction, prepare a construction staging plan which shall designate construction staging areas and areas for the storage of construction materials and equipment, and which shall be approved by the Council or its designee, Stop & Shop and NNN Teaneck, such approval not to be unreasonably withheld. The Parties shall cooperate in good faith to establish a staging plan which eliminates to the greatest extent possible impacts to the supermarket and disruption of its business operation.
- d. Crossroads at its sole cost and expense shall apply for and obtain subdivision approval of Lot 5 as provided in the Land Exchange Agreement. NNN Teaneck and Stop & Shop shall consent to and cooperate in such subdivision application.
- e. To the extent Crossroads undertakes the Project through an entity other than 713-719 Teaneck, LLC, 719 Teaneck, LLC, or Crossroads Companies, LLC, including through an urban renewal entity created in accordance with the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., Crossroads shall cause such entity to accept, and to perform in accordance with, the terms, conditions and obligations set forth in this Agreement and in the Land Exchange Agreement.
- f. Crossroads shall comply with the following concerning parking for residential tenants in Building A and Building B:

- (i) All tenant leases for residential units in Building A and Building B, and any rules and regulations distributed to tenants, shall include in minimum 12-point bold type a notice that tenants and their guests are not permitted to park in Stop & Shop's parking lot, and that such unauthorized parking will result in the unauthorized vehicle being towed. If unauthorized parking of vehicles in its parking lot becomes a problem, in Stop & Shop's sole and exclusive discretion, Crossroads shall, at Stop & Shop's request and at Crossroads' sole cost and expense, provide a reminder to tenants about the restriction against parking in Stop & Shop's parking lot through the use of flyers, postings in common areas, notices on any website the Project maintains, and by direct mail or e-mail to tenants.
- (ii) Crossroads shall reimburse Stop & Shop for the reasonable cost of permitting, fabricating and installing statutory towing signs in its parking lot in accordance with N.J.S.A. 39:4-56.6, or other statute, regulation or ordinance, which is required in order to tow unauthorized vehicles, and for all reasonable costs of obtaining any permits, approvals or variances needed to install such signage, such costs to include application fees, escrow deposits, and the fees of any design professionals, attorneys and consultants.
- (iii) Parking spaces underneath Building A and Building B shall be reserved for the exclusive use of the tenants and authorized visitors of each respective building. Crossroads shall implement a permit system to manage and monitor parking utilization. Tenants of Building B and Building C and their visitors shall not be permitted to park in the parking garage underneath Building A, except in the case of an emergency as contemplated in Section D.5.g., and in that instance only if spaces are available and only for a short duration. As set forth above, Crossroads and the Township at their sole cost and expense shall be responsible for monitoring the parking utilization within Buildings A, B, and C as well as the surrounding area to ensure that tenants and visitors are not parking on private property for which they are not authorized to park. Crossroads and the Township shall use best efforts, including, proper signage and towing to deter any improper parking by residents of Buildings A, B, and C on unauthorized private property.

- (iv) Parking spaces in the garages underneath Building A and Building B shall be open and unreserved, and shall not be assigned to specific residential units, tenants or vehicles, so that any parking space not utilized by an individual tenant who does not have a vehicle will be made available to other units or utilized as visitor parking.
 - (v) Parking spaces in the garages underneath Building A and Building B shall have a minimum dimension of 9 feet wide and 18 feet long, except for handicapped parking spaces which shall be of the minimum dimensions required by the New Jersey Uniform Construction Code.
 - (vi) Crossroads shall reimburse Stop & Shop for all costs incurred in or arising from towing unauthorized vehicles of residents and their guests from its parking lot, including during snow emergencies and any other time when the 36 on-street parking spaces along both sides of American Legion Drive are not available for any reason, provided the operator of the vehicle is unable to produce a cash register receipt demonstrating having been shopping at Stop & Shop when the vehicle was towed.
- g. If Building A is constructed prior to the land exchange or before the Buddhist Center vacates Lot 1 and Lot 2, Crossroads shall undertake the following steps to mitigate unauthorized parking in Stop & Shop's parking lot by visitors to the Buddhist Center:
- (i) Immediately upon execution of this Agreement, Crossroads shall use best efforts to amend its lease with the Buddhist Center to establish a maximum event size of fifty (50) persons, and promptly shall notify the Parties of the results of those efforts. If Crossroads is unable to so amend its lease, then Crossroads shall request that the Buddhist Center notify Crossroads, at least ten (10) days in advance, of the date, beginning time and ending time of any event which the Buddhist Center reasonably expects will be attended by more than fifty (50) persons (hereinafter referred to as an "**Event**").
 - (ii) On every day on which an Event is scheduled, Crossroads shall use best efforts to cause the Buddhist Center to have its employees park in the freestanding parking garage, once it is completed, to be constructed by Crossroads within the Beverly/Garrison Redevelopment Area.

- (iii) On every day on which an Event is scheduled, Crossroads shall provide at its sole cost and expense, or use best efforts to cause the Buddhist Center to provide at its sole cost and expense, security personnel to direct visitors away from Stop & Shop's parking lot and ensure that they park in the Buddhist Center's parking lot, in public parking, or utilize valet parking as described in the next paragraph.
- (iv) On every day on which an Event is scheduled, which the Buddhist Center reasonably expects will be attended by more than one hundred (100) persons, Crossroads shall provide at its sole cost and expense, or use best efforts to cause the Buddhist Center to provide at its sole cost and expense, valet parking utilizing the freestanding parking garage, once it is completed, to be constructed by Crossroads within the Beverly/Garrison Redevelopment Area.
- (v) Prior to commencement of construction of Building A, Crossroads shall, or shall use best efforts to cause the Buddhist Center to, update the signage in the Buddhist Center's parking lot required by Paragraph 3 of that certain Agreement between Soka Gakkai International - USA and Stop & Shop, dated December 2, 2022 (the "**SGI-Stop & Shop Agreement**"), a true copy of which is annexed as **Schedule D**, to specify that additional parking is available at the freestanding parking lot which Crossroads will have constructed within the Garrison/Beverly Redevelopment Area. Any signs required by Paragraph 3 which are missing, faded, or in poor condition shall be replaced by the entity updating them, at no cost to Stop & Shop.
- (vi) Prior to commencement of construction of Building A, Crossroads shall, or shall use best efforts to cause the Buddhist Center to, update the interior signage required by Paragraph 4 of the SGI-Stop & Shop Agreement to specify that additional parking is available at the freestanding parking lot which Crossroads will have constructed within the Garrison/Beverly Redevelopment Area. Any signs required by such Paragraph 4 which are missing, faded, or in poor condition shall be replaced by the entity updating them, at no cost to Stop & Shop.

2. Crossroads shall at its sole cost and expense prepare and submit, at the time specified below, the following impact studies:
 - a. Traffic study, to be prepared and submitted to the Township prior to, and in aid of, the preparation of the Redevelopment Plan, which, at a minimum, examines and evaluates the following locations and concludes that the Crossroads' project will result in no degradation in existing Level of Service or in functioning:
 - (i) American Legion Drive, between Cedar Lane and North Street;
 - (ii) Intersection of Cedar Lane and American Legion Drive;
 - (iii) Intersection of American Legion Drive, Alma Terrace and Water Street;
 - (iv) Intersection of American Legion Drive and North Street;
 - (v) Existing site driveways within the American Legion Drive Redevelopment Area, to the extent they are to remain;
 - (vi) Proposed site driveways within the American Legion Drive Redevelopment Area.
 - b. Utility studies, to be prepared and submitted to the Planning Board prior to or at the time of submitting any application for development, demonstrating:
 - (i) The adequacy and points of connection for water, electric, natural gas, telephone and video communication, and storm water management.
 - (ii) The design and installation of such utilities in a manner to eliminate to the greatest extent possible impacts to the supermarket and disruption of its business operation.
 - c. Sound investigation, to be prepared and submitted to the Planning Board prior to or at the time of submitting any application for development, to assess potential noise levels from the existing supermarket operation in its existing configuration, at any residential receptor Crossroads proposes to construct within the American Legion Drive Redevelopment Area, in light of the requirements and regulations set forth in the Noise Control Act of 1971, N.J.S.A. 13:1G-1 et seq., and its implementing regulations,

N.J.A.C. 7:29-1.1 et seq., as well as any applicable local noise ordinances or regulations. Stop & Shop shall cooperate to provide information as reasonably necessary to aid in the preparation of any such noise study. If it is determined that noise mitigation is necessary to prevent noise violations at any residential receptor within the Project due to the existing supermarket operation in its existing configuration, Crossroads shall design, obtain approval for and install at its sole cost and expense such noise mitigation mechanisms as may be necessary to ensure compliance with applicable regulatory requirements. This shall be a condition of any site plan approval.

F. Township Obligations

1. The Township shall be subject to the following obligations, each of which shall also be included in the American Legion Drive Redevelopment Plan:
 - a. The Council shall enact the American Legion Drive Redevelopment Plan in accordance with the terms and conditions set forth above, including but not limited to the provisions set forth in Schedule C.
 - b. The American Legion Drive Redevelopment Plan shall supersede all applicable zoning regulations of the Township's Development Regulations with respect to the American Legion Drive Redevelopment Area, as may be amended.
 - c. The Council, having designated the Beverly/Garrison Redevelopment Area as a "non-condemnation area in need of redevelopment," shall adopt a redevelopment plan as set forth below in Section G. below.
 - d. The Council shall provide in the Redevelopment Plan or in the alternative shall amend Township Code § 36-12 concerning parking along American Legion Drive, as described in Section D.5.b.
2. The obligations of the Township, the Council and the Planning Board set forth in this Section F. and throughout this Agreement shall be deemed conditions precedent to the dismissal of the Action with prejudice as outlined in Section B.2. above, and the Township, the Council and the Planning Board may elect not to undertake them, in which case the Action will not be dismissed or, if already dismissed, may be reinstated as set forth in Section B.3. Such obligations shall not be enforceable against the Township, the Council or the Planning Board to the extent they require discretionary legislative actions, would constitute contract zoning, are

unlawful or unauthorized conditions, or otherwise would be unenforceable or against public policy. The Parties acknowledge that all actions of the Township, Council and Planning Board which this Agreement contemplates must be undertaken in a manner which complies with all applicable procedural and substantive legal requirements, including taking actions at properly convened public meetings, serving or publishing public notices when and to the extent required by law, and providing opportunities for public participation when and to the extent required by law.

3. The Township or the Planning Board as applicable shall provide to NNN Teaneck and Stop & Shop, by certified mail return receipt requested, at least ten (10) days advance, written notice with regard to any future hearings conducted or actions proposed to be taken pursuant to the Redevelopment Law, the MLUL, or this Agreement by the Township, the Council, or the Planning Board, concerning the American Legion Drive Redevelopment Area, the Beverly/Garrison Redevelopment Area, or any property contained within either of the foregoing redevelopment areas. Said notice shall be given as provided in Section J.6., and courtesy copies shall also be provided by e-mail to NNN Teaneck (jobrien@apollo.com), Stop & Shop (roberta.hamer@stopandshop.com), and counsel for Stop & Shop (hgeneslaw@gibbonslaw.com). The notice required by this section shall be given independent of, and in addition to, any notices which are otherwise required by law.

G. Beverly/Garrison Redevelopment Area

1. The Parties acknowledge that the Council has designated the Beverly/Garrison Redevelopment Area as a “non-condemnation area in need of redevelopment” which occurred on May 31, 2022, as to which the Township represents no appeals have been filed. The Beverly/Garrison Redevelopment Area shall be included within the American Legion Drive Redevelopment Plan.
2. Proposed Building C and Connected Freestanding Parking Garage
 - a. Permitted uses shall be limited to a freestanding public parking garage, multifamily residential, associated amenities, associated garage parking underneath the residential building, related site improvements, accessory uses and structures which are customary, subordinate and incidental to the principal use, and the relocation of the existing Buddhist Center.

- b. If the Buddhist Center elects not to relocate to Building C, the approximately 12,000 square feet of space designated for that purpose on the Concept Plan shall be repurposed to provide additional parking for residents of and visitors to Building C.
- c. A minimum of 450 parking spaces will be provided in the connected freestanding parking garage which will be open to the public.

H. Provisions to be Included in Redevelopment Agreement

- 1. The Redevelopment Agreement to be entered into between the Township and Crossroads shall include the following provisions, which shall also be independently enforceable by any of the Parties by way of their inclusion within this Agreement:
 - a. During any construction by Crossroads, accessibility to the existing Stop & Shop supermarket and parking must be maintained at all times.
 - b. No person or entity, other than Stop & Shop, NNN Teaneck, Crossroads, their successors and assigns, and urban renewal entities created by any of them, may be designated as Redeveloper of any lands which they or their successors and assigns, respectively, occupy or control. The foregoing sentence notwithstanding, other persons or entities may be designated as Redeveloper with the consent of Stop & Shop, NNN Teaneck, Crossroads, their successors and assigns, as to property they own or control, such consent not to be unreasonable withheld.
 - c. Crossroads shall be designated as Redeveloper of the American Legion Drive Parking Lot (to be redeveloped with Building A) and the Beverly/Garrison Redevelopment Area (to be redeveloped with Building C and a freestanding public parking garage).
 - d. Construction staging shall be located upon Crossroads' property within the American Legion Drive Redevelopment Area, municipal property within the American Legion Drive Redevelopment Area and/or such other offsite location(s) as may be reasonably available so as not to impede or disrupt NNN Teaneck's or Stop & Shop's land, or Stop & Shop's business operations.
- 2. Upon the conveyance of the American Legion Drive Parking Lot to Crossroads by the Township, Crossroads shall record a deed restriction on the American Legion Drive Parking Lot, Block 705, Lot 4.01, for the benefit of Stop & Shop and NNN Teaneck, their successors and assigns, which

requires a minimum parking ratio of 1.50 spaces per dwelling unit (including up to 36 on-street parking spaces) for any multifamily residential development constructed thereon.

I. PILOT

The Council shall in good faith consider applications(s) by any duly designated redeveloper of any land within the American Legion Drive Redevelopment Area or the Beverly/Garrison Redevelopment Area for approval of a financial agreement providing for, among other things, a tax exemption and payments in lieu of taxes ("**PILOT**") pursuant to the Short-Term Tax Exemption Law (N.J.S.A. 40A:21-1 et seq.) or the Long-Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.).

J. Miscellaneous Provisions

1. Admissibility. No Party shall object to the admissibility of this Agreement in evidence before any governmental agency or any court of competent jurisdiction.

2. Consent and Cooperation. All Parties agree to work together to effectuate this Agreement, including the execution of any application forms or consent documents necessary to apply for and obtain any and all governmental approvals and permits that may be necessary for Crossroads to implement the development contemplated by this Agreement and by the American Legion Drive Redevelopment Plan, and for Stop & Shop to expand or redevelop its store.

3. Recordation. This Agreement shall not be recorded.

4. Representations and Warranties. Each Party makes the following representations and warranties to each of the other Parties:

- a. The Party is duly organized and existing under the laws of the applicable state, and is authorized and qualified to do all things required of it under this Agreement.
- b. The Party has full power, authority, and legal right to execute, deliver, and perform its duties and obligations under this Agreement, and has taken all necessary action, including the adoption of any required municipal resolutions, to authorize entering into this Agreement on the terms and conditions thereof and to authorize the execution, delivery, and performance of this Agreement.
- c. This Agreement has been duly executed by the Party, and constitutes a legal, valid, and binding obligation of the Party enforceable in accordance with its terms.

- d. The Party is under no obligation, restriction or limitation, contractual, administrative, judicial, or otherwise, to any other individual, entity, or governmental agency that would prohibit or impede the Party from entering into this Agreement or performing under this Agreement, and the Party is free to enter into and perform hereunder.
- e. The Party has not made to any other Party any promise, representation or warranty, express or implied, not contained in this Agreement, concerning the subject matter of this Agreement and the Party has not executed this Agreement in reliance upon any promise, representation or warranty not contained in this Agreement.
- f. The signatories for each Party are fully authorized to enter into and execute this Agreement for and on behalf of the Party that he/she represents and they are duly authorized as such, as reflected on the attached signature page(s).
- g. The Parties hereto acknowledge that each of them has consulted with, or had the opportunity to consult with, legal counsel of their own selection about this Agreement and its attachment. The Parties each understand how this Agreement will affect their legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

5. No Admission of Liability. The considerations for this Agreement are being made as a compromise of disputed claims between and among the Litigants and to extinguish any and all existing or potential rights and liabilities relating to the disputed claims. Any agreement made herein is not to be construed as an admission of liability on the part of any Litigant, as any and all liability is in fact denied and disputed by each and every Litigant. The primary purpose of this Agreement is to memorialize the terms agreed upon between and among the Parties, and to prevent the further expense to the Litigants associated with protracted litigation.

6. Notice. Any notice to any Party with respect to this Agreement shall be given at the addresses set forth in the initial paragraphs preceding the Recitals of this Agreement, and as further set forth in the subparagraphs which follow and in Section F.3. A notice, demand or other communication under this Agreement by any Party shall be in writing and shall be hand delivered by messenger (with receipt acknowledged in writing); delivered by overnight delivery service (guaranteeing overnight delivery, with receipt acknowledged in writing); or delivered by certified U.S. Mail (return receipt requested). Notice shall be deemed effective one (1) day after deposit with a nationally recognized overnight delivery service, or three (3) days after deposit in the U.S. Mail, in either case provided that the method of delivery provides for an acknowledgment of receipt. Any Party may designate

a different address for the purpose of the service of notices hereunder by giving notice thereof in accordance with the provisions of this Section J.6.

- a. In the case of Stop & Shop, notice separately shall be sent to the attention of Vice President, Real Estate and to the attention of Vice President, Real Estate Law, with a copy to Howard D. Geneslaw, Esq., Gibbons P.C., One Gateway Center, Newark, New Jersey, 07102-5310.
- b. In the case of the Township, notice shall be sent to the attention of the Township Clerk, with a copy to Reginald Jenkins, Jr., Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2350, Livingston, New Jersey, 07039.
- c. In the case of the Council, notice shall be sent to the attention of the Township Clerk, with a copy to Reginald Jenkins, Jr., Esq., Trenk Isabel Siddiqi & Shahdanian P.C., 290 W. Mt. Pleasant Avenue, Suite 2350, Livingston, New Jersey, 07039.
- d. In the case of the Planning Board, notice shall be sent to the attention of the Planning Board Secretary, with a copy to Brian E. Eyerma Esq. LL.M., Dario, Albert, Metz, Eyerma Canda, Concannon, Ortiz & Krouse, LLC, 345 Union Street, Hackensack, New Jersey, 07601.
- e. In the case of 713-719 Teaneck, LLC, notice shall be sent to the attention of Stephen Hittman, with a copy to Jason R. Tuvell, Esq., Prime & Tuvell, 1 University Plaza Drive, Suite 500, Hackensack, New Jersey, 07601.
- f. In the case of 719 Teaneck, LLC, notice shall be sent to the attention of Stephen Hittman, with a copy to Jason R. Tuvell, Esq., Prime & Tuvell, 1 University Plaza Drive, Suite 500, Hackensack, New Jersey, 07601.
- g. In the case of Crossroads Companies, LLC, notice shall be sent to the attention of Stephen Hittman, with a copy to Jason R. Tuvell, Esq., Prime & Tuvell, 1 University Plaza Drive, Suite 500, Hackensack, New Jersey, 07601.
- h. In the case of NNN Teaneck NJ Owner LP, notice shall be sent, in lieu of the address set forth in the initial paragraphs preceding the Recitals of this Agreement, to the attention of Jenette S. O'Brien, Esq., Apollo Net Lease Co., LLC, 5973 Avenida Encinas, Suite 301, Carlsbad, California, 92008, with a copy to Nicole R. Ament, Esq.,

Brownstein Hyatt Farber Schreck, LLP, 410 Seventeenth Street, Suite 2200, Denver, Colorado, 80202.

7. Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. The Parties acknowledge and agree that each is represented by legal counsel and all counsel substantially contributed to the form and content of this Agreement. The Parties further acknowledge and agree that in the event of an ambiguity in this Agreement, such ambiguity shall not be resolved against a Party hereto on the basis that the Agreement was prepared by that Party's attorney.

8. Governing Law. This Agreement shall be governed exclusively by and construed and enforced in accordance with the laws of the State of New Jersey without reference to its conflict of laws rules. The Parties hereby consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the Superior Court of New Jersey, Law Division, Bergen County, for the purposes of all cases and controversies involving this Agreement, its attachment, and its enforcement.

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties in respect to the matters contemplated hereby and supersedes all contemporaneous understandings, agreements, negotiations, proposals or representations, whether written or oral, relating to the subject matter of this Agreement.

10. Modification. This Agreement and any of its terms may be amended, modified, superseded or canceled only by a written instrument executed by the Parties.

11. Recitals. The Recitals are incorporated as if set forth at length herein.

12. Schedules. This Agreement includes the following schedules, each of which is incorporated as if set forth at length herein:

- a. Schedule A-1: "Concept Massing Plan" prepared by Crossroads Companies (New Development Statistics dated May 11, 2022), View A.
- b. Schedule A-2: "Concept Massing Plan" prepared by Crossroads Companies (New Development Statistics dated May 11, 2022), View B.
- c. Schedule B-1: Aerial View, Cedar Lane Redevelopment - Teaneck, NJ, Blocks 705, 707 and 819 dated May 11, 2022.
- d. Schedule B-2: Aerial View, Cedar Lane Redevelopment - Teaneck, NJ, Blocks 705 & 707 dated May 11, 2022.

- e. Schedule C: Provisions Proposed for Inclusion in American Legion Drive Redevelopment Plan.

13. Severability, Waiver and Survival.

a. If any clause, paragraph or portion of this Agreement is or shall become illegal, null or void for any reason whatsoever, or is held by any court of competent jurisdiction to be so or to be unenforceable, the remaining portion of this Agreement shall remain in full force and effect and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable and enforced, except for those obligations set forth in Section F.2. which are conditions precedent to the dismissal of the Action and shall not be enforceable against the Township, the Council or the Planning Board.

b. No delay, omission, or failure by any Party to exercise any right or remedy provided to it in this Agreement shall be deemed to be a waiver or acquiescence, and the Parties each may exercise such right or remedy in the manner it deems expedient.

c. The provisions of this Agreement related to admissibility shall survive this Agreement's performance, termination, or expiration.

14. Successors and Assigns. The terms, provisions and conditions of this Agreement shall inure to the benefit of and shall bind the heirs, successors and assigns of the Parties hereto, specifically including an urban renewal entity created in accordance with the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., by any owner of property within the American Legion Drive Redevelopment Area or the Beverly/Garrison Redevelopment Area to undertake the Project or any other development authorized by the American Legion Drive Redevelopment Plan.

15. Time Periods. With respect to any time period set forth in this Agreement, should such time period end on a Saturday, Sunday or legal holiday, the end of such time period shall be deemed to be the next occurring business day.

16. Singular/Plural. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns or pronouns shall include the plural and vice versa.

17. Date of Agreement. The date of this Agreement for all purposes where such date is referenced herein shall be the date on which the last of the Parties signs this Agreement, which date shall be inserted at the top of the first page hereof.

18. Counterparts. This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. The Parties agree that signatures

transmitted electronically, whether sent via facsimile or as attached files (e.g. PDF), shall be acceptable to bind the Parties and shall not in any way affect this Agreement's validity.

[SIGNATURE PAGE FOLLOWS]

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Settlement Agreement as of the first day and date above written.

THE STOP & SHOP SUPERMARKET COMPANY LLC,
a Delaware limited liability company

TOWNSHIP OF TEANECK,
a municipality organized under the laws of the State of New Jersey

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

TOWNSHIP COUNCIL OF THE TOWNSHIP OF TEANECK,
the duly elected governing body of the Township of Teaneck

PLANNING BOARD OF THE TOWNSHIP OF TEANECK,
the duly created Planning Board of the Township of Teaneck

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

713-719 TEANECK, LLC,
a New Jersey limited liability company

719 TEANECK, LLC,
a New Jersey limited liability company

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

CROSSROADS COMPANIES, LLC,
a New Jersey limited liability company

NNN TEANECK NJ OWNER LP,
a Delaware limited partnership

By: _____
Name:
Title:
Date:

By: **NNN Owner GP I LLC,**
a Delaware limited liability company,
its General Partner

By: _____
Name: Jenette O'Brien
Title: Authorized Signatory
Date:

Schedule A-1

“Concept Massing Plan” prepared by Crossroads Companies
(New Development Statistics dated May 11, 2022)
View A

Concept Massing Plan (View A)

Cedar Land Redevelopment - Teaneck, NJ

New Development Statistics (5/11/22):

- Residential: 364 Units
- Garage Parking: 979 Spaces
- Street Parking: 36 Spaces
- Retail: 12,000 SF

RESIDENTIAL
PARKING
LOBBY/LEASING
RETAIL/COMMERCIAL
EXISTING SUPERMARKET

Stop & Shop

(Existing Block 707, Lots 1-5)
(Proposed Block 707, Lots 1-4 & a portion of Lot 5 to be subdivided and retained by Apollo)

- Existing Footprint
- Surface Parking: 263 Spaces

Building B

(Existing Block 707, Portion of Lot 5)
(Proposed Block 707, Portion of Lot 5 to be subdivided and acquired by Crossroads with new Lot #TBD)

- Height: 6 Stories
- Residential: 126 Units
- Parking: 168 Spaces (1.33/du)

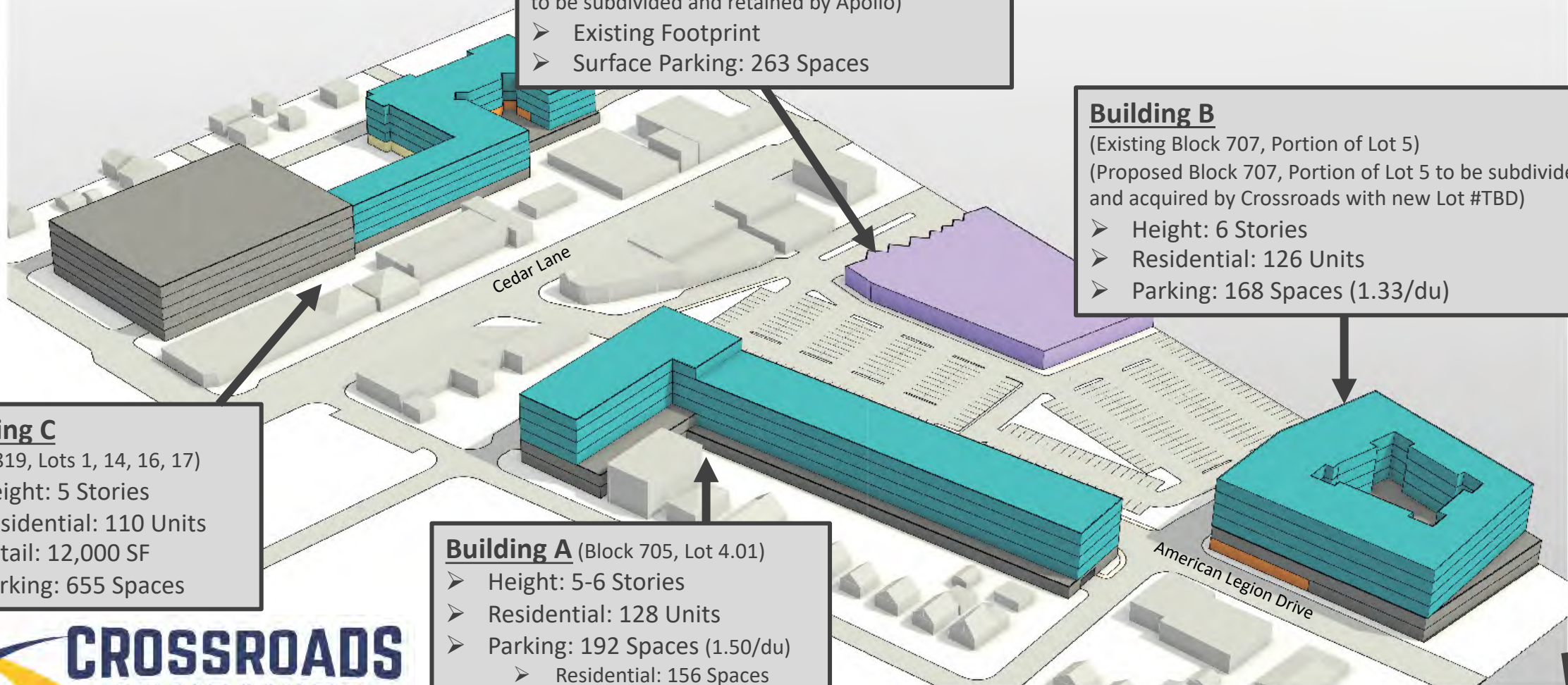
Building C

(Block 819, Lots 1, 14, 16, 17)

- Height: 5 Stories
- Residential: 110 Units
- Retail: 12,000 SF
- Parking: 655 Spaces

Building A (Block 705, Lot 4.01)

- Height: 5-6 Stories
- Residential: 128 Units
- Parking: 192 Spaces (1.50/du)
 - Residential: 156 Spaces
 - On-Street: 36 Spaces



Schedule A-2

“Concept Massing Plan” prepared by Crossroads Companies
(New Development Statistics dated May 11, 2022)
View B

Concept Massing Plan (View B)

Cedar Land Redevelopment - Teaneck, NJ

New Development Statistics (5/11/22):

- Residential: 364 Units
- Garage Parking: 979 Spaces
- Street Parking: 36 Spaces
- Retail: 12,000 SF

- RESIDENTIAL
- PARKING
- LOBBY/LEASING
- RETAIL/COMMERCIAL
- EXISTING SUPERMARKET

Building A (Block 705)

- Height: 5-6 Stories
- Residential: 128 Units
- Parking: 192 Spaces (1.50/du)
 - Residential: 156 Spaces
 - On-Street: 36 Spaces

Building B (Block 707)

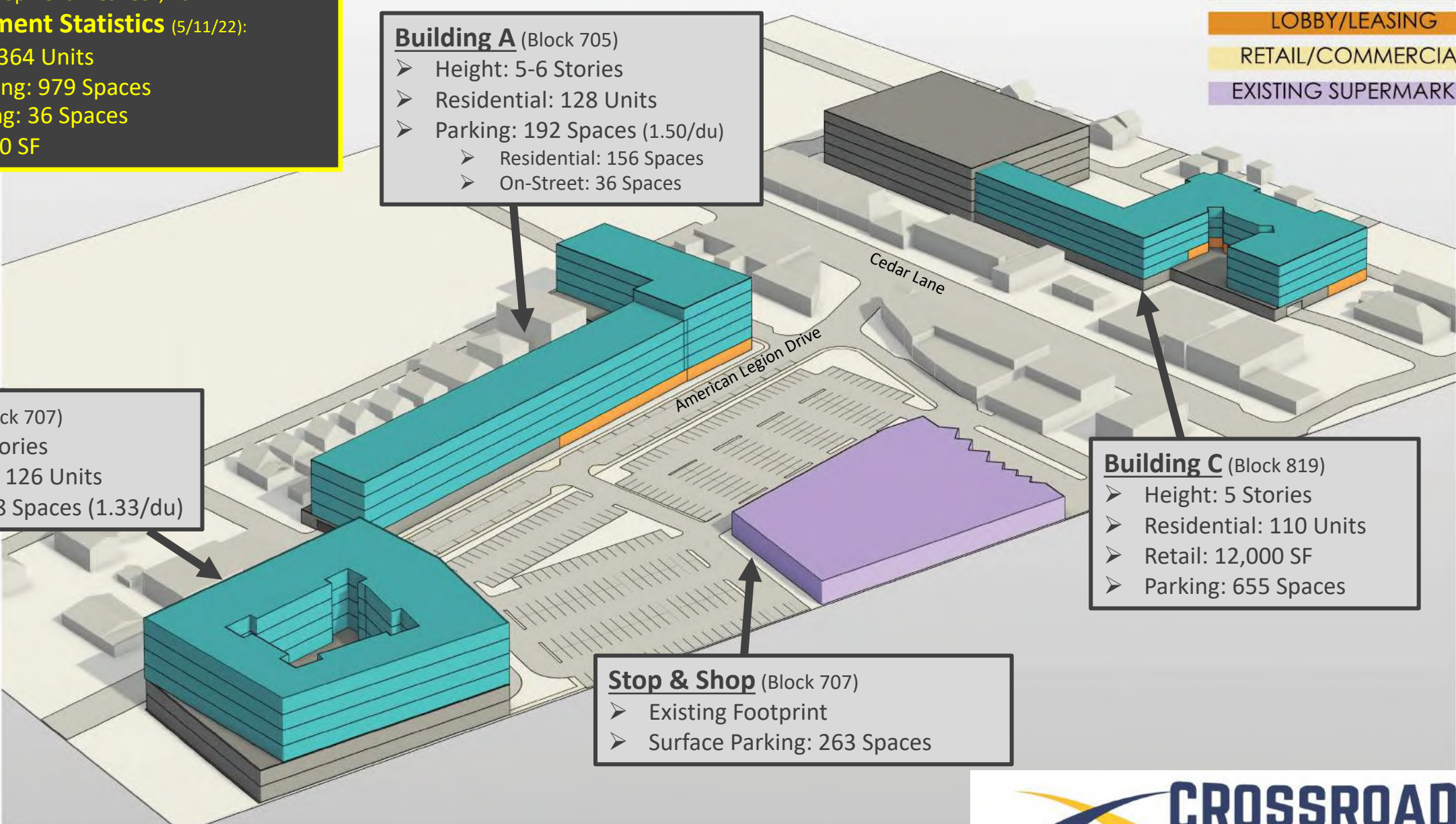
- Height: 6 Stories
- Residential: 126 Units
- Parking: 168 Spaces (1.33/du)

Building C (Block 819)

- Height: 5 Stories
- Residential: 110 Units
- Retail: 12,000 SF
- Parking: 655 Spaces

Stop & Shop (Block 707)

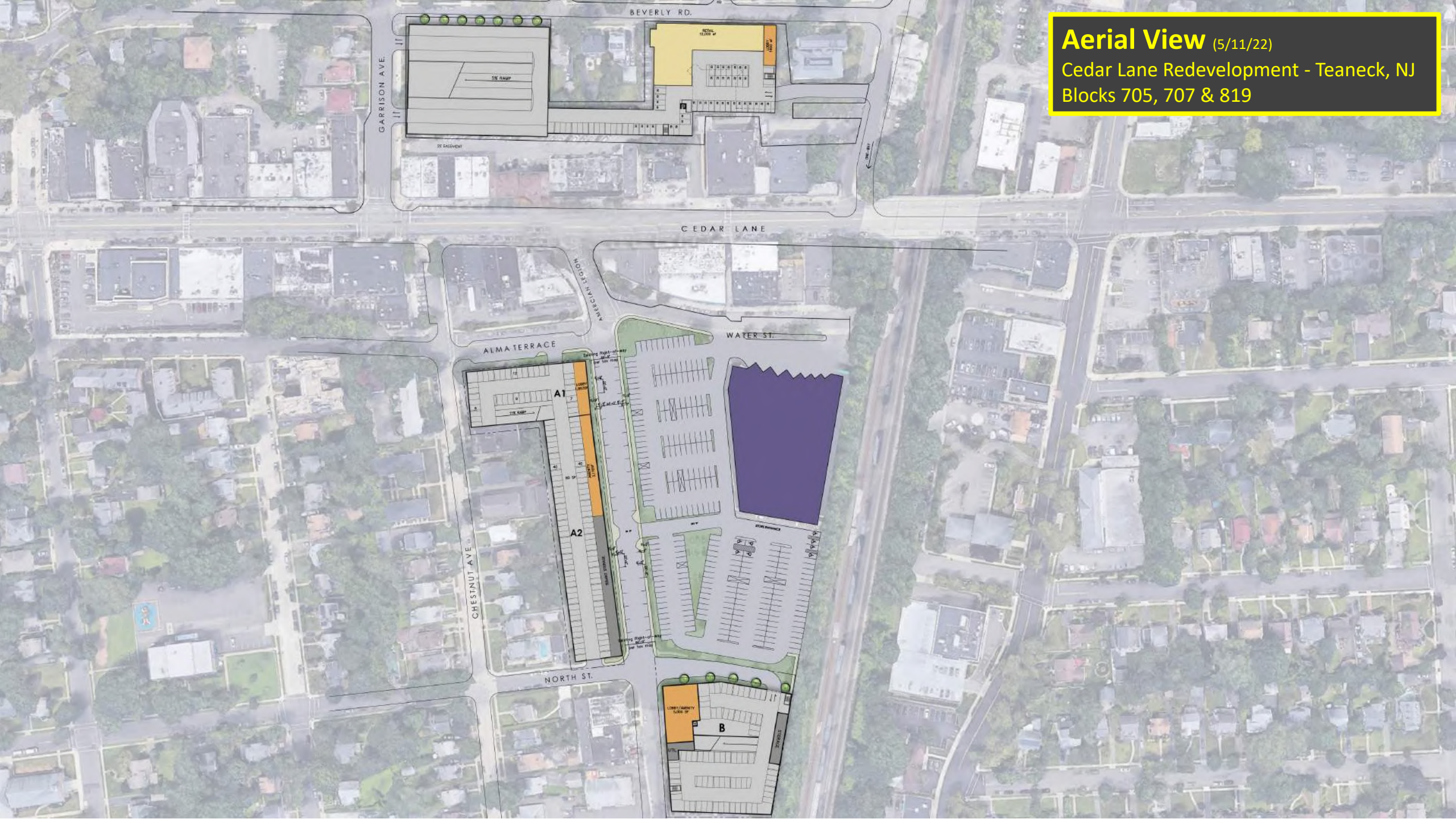
- Existing Footprint
- Surface Parking: 263 Spaces



Schedule B-1

Aerial View, Cedar Lane Redevelopment - Teaneck, NJ
Blocks 705, 707 and 819 dated May 11, 2022

Aerial View (5/11/22)
 Cedar Lane Redevelopment - Teaneck, NJ
 Blocks 705, 707 & 819



GARRISON AVE.

BEVERLY RD.

CEDAR LANE

ALMA TERRACE

WATER ST.

WATER ST. ALLEY

CHESTNUT AVE.

NORTH ST.

A1

A2

B

LOBBY/AMENITY SUITE 5F

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Schedule B-2

Aerial View, Cedar Lane Redevelopment - Teaneck, NJ
Blocks 705 & 707 dated May 11, 2022



Aerial View (5/11/22)
American Legion Drive - Teaneck, NJ
Blocks 705 & 707

Schedule C

Provisions Proposed for Inclusion in American Legion Drive Redevelopment Plan

The following constitutes the provisions to be included in the American Legion Drive Redevelopment Plan for the lands under the supermarket's control based on the Concept Plan and assuming that the American Legion Drive Redevelopment Plan would supersede the requirements set forth in Chapter 33 (Development Regulations) of the Township Code.

1. Permitted Use

- a. Retail sales, including supermarkets, permitted as-of-right;
- b. Accessory uses and structures permitted as-of-right:
 - i. Shopping cart corrals, which may be covered or open, with identifying logo, design and signage;
 - ii. Outdoor display of merchandise;
 - iii. Outdoor lockers for customer pickup, with identifying signage;
 - iv. Interior home delivery storage areas, order fulfillment areas, and designated parking spaces for delivery vehicles;
 - v. Bank within store;
 - vi. Food and beverage retailer within store (coffee, baked goods, sandwiches, etc.) and associated indoor and outdoor seating areas;
 - vii. Propane tank exchange, e.g., Blue Rhino;
 - viii. Electric vehicle charging stations;
 - ix. Solar energy systems;
 - x. Customary and incidental uses.

2. Bulk Requirements

Standards to be the same or less restrictive than the existing B-1 standards, and in particular:

- a. Minimum front setback to be eliminated, or alternatively, revised to a fixed dimension not to exceed 20 feet, rather than the average of existing

setbacks along the same side of the street to the nearest intersections as the B-1 District currently provides.

- b. Maximum building coverage and maximum impervious coverage to be at least 75% and 95%, respectively, in order to permit a potential future enlarged or relocated supermarket and associated parking following a land exchange whereby the bulk of the existing pervious area (south of parking lot) associated with the supermarket would be conveyed to Redeveloper for development of Building B. Alternatively, the maximum coverage restrictions could be eliminated to allow more flexibility in redevelopment.
- c. Lands within Block 707 (on the east side of American Legion Drive) under the supermarket's control to be treated as a single tract for zoning purposes, to avoid the need for setback and other variances from internal lot lines given the diverse parcel ownership.

3. Parking

- a. 1 space per 275 square feet of building floor area, including accessory uses (i.e., no separate parking calculation for bank, food and beverage retailer, outdoor display, etc.), but excluding floor area devoted to interior home delivery storage and order fulfillment (i.e., these areas would not have a parking requirement); all parking spaces within lands under the supermarket's control, including those designated for employee use or for curbside pickup, may be used to satisfy the parking requirement.
- b. Parking may be provided on adjacent lands under the supermarket's control.
- c. Parking spaces shall be a minimum of 9 feet wide by 18 feet long.

4. Loading

- a. 1 loading space for the first 10,000 square feet of gross floor area, and 1 additional loading space for each additional 20,000 square feet of gross floor area.
- b. Loading spaces shall be of such dimensions as are appropriate to accommodate the size of delivery vehicles to be utilized.

5. Signage

a. Facade Signs

- i. One facade identification sign with business name and logo permitted on each building facade facing a public street or facing the supermarket's parking lot.
- ii. Maximum facade sign area of 400 square feet on one facade, and 250 square feet on other facades; no limitations on color, illumination or letter size.
- iii. Smaller facade signs for messages such as "Serving Our Communities," names of departments (e.g., pharmacy) and accessory uses (e.g., bank) permitted on each building facade, having sign area of up to 35 square feet each.

b. Freestanding Sign

- i. Two freestanding signs permitted for the supermarket use, which may be located anywhere on the lands under its control.
 - ii. Maximum freestanding sign area of 100 square feet per side of each sign, with no limitations on color or letter size. Sign may be internally illuminated, subject to site plan approval as to brightness. Animation effects, flashing, scrolling and sequential display messages are prohibited.
 - iii. Maximum freestanding height of 25 feet.
- c. Directional signs with business name and logo permitted at driveway entrances, up to 9 square feet per side of each sign.
 - d. Freestanding signs with business name and logo permitted designating specific parking spaces for employees, up to 9 square feet per side of each sign and unlimited in quantity.
 - e. Freestanding signs with business name and logo permitted designating specific parking spaces for curbside pickup, and freestanding signs with business name and logo permitted directing customers to the parking spaces designated for curbside pickup, in each instance up to 9 square feet per side of each sign and unlimited in quantity.
 - f. Freestanding and directional signs not subject to setback or under clearance requirements.

- g. Window signs permitted.
- h. Signage permitted in accordance with N.J.S.A. 39:4-56.6, or other statute, regulation or ordinance, which is required in order to tow unauthorized vehicles; such signs to be exempt from sign regulations, and may be installed upon obtaining the same permits (if any) required to install traffic control signs.
- i. Signage with business name and logo permitted up to 9 square feet per side of each sign and unlimited in quantity stating that parking spaces on the lands under the supermarket's control:
 - i. Are for use by Stop & Shop customers only, and/or only while shopping at Stop & Shop, and/or only for a specified duration per visit, and/or other similar information;
 - ii. May not be used by employees of, or visitors to, other retail/commercial businesses, the Buddhist temple, residents of the adjacent residential buildings, or by any other unauthorized persons or vehicles.

Schedule D

Agreement between Soka Gakkai International - USA and Stop & Shop,
dated December 2, 2022

AGREEMENT

This **AGREEMENT** ("Agreement") is entered into as of December 2, 2014 by and between:

SOKA GAKKAI INTERNATIONAL – USA ("SGI-USA"), having an address of 606 Wilshire Boulevard, Santa Monica, California, 90401; and

THE STOP & SHOP SUPERMARKET COMPANY LLC ("Stop & Shop"), having an address of 1385 Hancock Street, Quincy, Massachusetts, 02169.

SGI-USA and Stop & Shop collectively shall be referred to as the "Parties."

RECITALS:

A. SGI-USA has entered into or intends to enter into a lease with respect to certain property designated as Block 707, Lots 1 and 2 on the official Tax Map of the Township of Teaneck, commonly known as 713 and 719 American Legion Drive, Teaneck, New Jersey (the "Subject Property").

B. Stop & Shop operates a supermarket on certain adjacent property designated as Block 707, Lot 5.01, formerly Block 707, Lots 3, 4 and 5, on the official Tax Map of the Township of Teaneck, commonly known as 699, 689 and 665 American Legion Drive, Teaneck, New Jersey (the "Supermarket Property").

C. SGI-USA has filed an application with the Township of Teaneck Zoning Board of Adjustment ("ZBA") seeking site plan approval, use variance approval, and certain other development approvals in order to utilize the Subject Property as a house of worship (the "Application"), which remains pending.

D. SGI-USA's Application proposes approximately 39 off-street parking spaces located on the Subject Property, whereas SGI-USA, in a prior proceeding before the ZBA, presented testimony that certain activities on the Subject Property may be attended by as many as approximately 200 persons. Therefore, Stop & Shop has concerns with respect to the adequacy of parking and seeks to ensure that visitors to the Subject Property do not utilize the parking located on the Supermarket Property.

E. Stop & Shop notified SGI-USA of its concerns and of its potential opposition to the Application in proceedings at the ZBA.

F. The Parties engaged in discussions with respect to the matters of concern in an effort to reach an amicable resolution without the need for Stop & Shop to formally assert an objection to the Application in proceedings at the ZBA.

G. The Parties reached certain agreements, and desire to memorialize the agreements they have reached through entry into this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Prohibition of Use of Parking on Supermarket Property. SGI-USA acknowledges that it has no rights to use any parking located on the Supermarket Property, and further agrees to expressly prohibit visitors to the Subject Property from parking on the Supermarket Property in the manner set forth below.

2. Plan Notes. SGI-USA shall revise its site plans, either by submitting revised plans to the ZBA prior to the ZBA taking action on the Application, or by representing on the record at the public hearing that it will submit such revised plans as a condition of approval. Such revisions shall insert the following notes:

a. VISITORS TO THE PROPERTY SHALL PARK ONLY ON LOTS 1 & 2, IN THE MUNICIPAL PARKING LOT LOCATED ACROSS AMERICAN LEGION DRIVE OPPOSITE THE PROPERTY, OR ALONG AMERICAN LEGION DRIVE OR OTHER PUBLIC STREETS WHICH ALLOW PUBLIC PARKING.

b. VISITORS TO THE PROPERTY ARE PROHIBITED FROM PARKING IN THE PARKING LOT SERVING THE ADJACENT SUPERMARKET LOCATED ON BLOCK 707, LOT 5.01.

3. Site Signage. SGI-USA shall erect seven (7) signs on the Subject Property which shall read as follows:

ADDITIONAL PARKING IS AVAILABLE IN THE MUNICIPAL LOT ACROSS AMERICAN LEGION DRIVE. PLEASE DO NOT PARK AT STOP & SHOP. VISITORS PARKING AT STOP & SHOP MAY BE TOWED AT OWNER'S EXPENSE PURSUANT TO N.J.S.A. 39:4-56.6.

Such signage shall contain a minimum letter height of two (2) inches, shall utilize red, upper case lettering on a white reflective background in a legible font comparable to the font specified in the Manual of Uniform Traffic Control Devices (MUTCD) for the R5-1 "Do Not Enter" sign, shall be mounted at approximately the same height as said R5-1 "Do Not Enter" sign, and shall be located as depicted on the plan sheets titled "Site Layout Plan" (Sheet 1 of 4) and "Details" (Sheet 4 of 4) prepared by Lapatka Associates, Inc., dated September 16, 2014, revised November 21, 2014 (collectively, the "Site Plan"), a copy of which is annexed hereto as Schedule A. SGI-USA represents that the Site Plan as annexed hereto as Schedule A has been submitted to the ZBA in support of the Application. Any deviation from the specific wording or other requirements of such signage as set forth in this paragraph shall be subject to Stop & Shop's advance written approval, not to be unreasonably withheld, conditioned or delayed.

4. Interior Signage. SGI-USA shall prominently display within its building, near each public entrance in a location readily visible to persons entering the building, signage which shall read as follows:

ADDITIONAL PARKING IS AVAILABLE IN THE MUNICIPAL LOT ACROSS AMERICAN LEGION DRIVE. PLEASE DO NOT PARK AT STOP & SHOP. VISITORS PARKING AT STOP & SHOP MAY BE TOWED AT OWNER'S EXPENSE PURSUANT TO N.J.S.A. 39:4-56.6.

Any deviation from the specific wording of such signage as set forth in this paragraph shall be subject to Stop & Shop's advance written approval, not to be unreasonably withheld, conditioned or delayed.

5. Employees. All employees of SGI-USA performing services at the Subject Property shall, at the time of their initial hiring or commencement of work at the Subject Property, and annually thereafter, be informed of the parking provisions and limitations as set forth in this Agreement. Employees shall be directed, on any day during which the number of visitors to the Subject Property can reasonably be expected to exceed the number of parking spaces on the Subject Property, to park in the municipal parking lot opposite the Subject Property, or along American Legion Drive or other public streets which allow public parking.

6. Modifications to Site Plan. Stop & Shop has reviewed the Site Plan annexed hereto as Schedule A and has agreed to enter into this Agreement in reliance on the layout, configuration and improvements as depicted thereon. Any reduction in the number or size of parking spaces on the Subject Property, any increase in the building footprint, or any increase in the permitted occupancy of said building pursuant to any applicable fire code or building code, shall require Stop & Shop's advance written approval, not to be unreasonably withheld, conditioned or delayed.

7. Notice of Future Change in Use, Change in Operations, Change in Occupancy, Assignment or Sublease.

a. SGI-USA shall notify Stop & Shop in writing of any future proposed renovation, reconfiguration, expansion, or other physical change to the building presently existing on the Subject Property, as depicted on the Proposed Floor Plan (Sheet A-101) prepared by Studio 5 Partnership dated September 12, 2014 annexed hereto as Schedule B, and the Exterior Elevations (Sheet A-102) prepared by Studio 5 Partnership dated September 12, 2014 annexed hereto as Schedule C (other than changes to the Site Plan annexed hereto as Schedule A, which are addressed in Paragraph 6), if such change results in any increase in the required number of parking spaces or in the permitted occupancy of said building pursuant to any applicable fire code or building code. Such notice shall be accompanied by site plans, floor plans and such other materials as may be necessary to describe in detail the nature of the change, the affect on the building, and the change in the required number of parking spaces pursuant to applicable land use regulations.

b. SGI-USA shall notify Stop & Shop in writing of any change in use, any change in operation of the Subject Property, any change in occupancy, any assignment of lease and any sublease.

c. The notice required by this paragraph shall be provided at least thirty (30) days prior to filing an application for any permits or approvals if required, or if no permits or approvals are required, thirty (30) days prior to implementing the change, or thirty (30) days prior to the effective date of the assignment or sublease. Such notice shall be required independent of, and in addition to, any other notice that may be required by law.

8. Funds for Installation of Towing Signage on Supermarket Property. SGI-USA acknowledges Stop & Shop's desire to secure the ability to tow vehicles parking without authorization on the Supermarket Property. Accordingly, SGI-USA shall pay Stop & Shop the amount of two thousand dollars (\$2,000.00) which Stop & Shop may use, at such time as it may elect, to obtain all necessary permits and approvals for, and to install on the Supermarket Property, such signage as may be required or desirable to authorize towing by Stop & Shop of unauthorized vehicles parked on the Supermarket Property. The payment shall be made on or before the earlier of (i) the issuance of a construction permit for implement any of the improvements approved by the Application, or (ii) within thirty (30) days of the expiration of the appeal period with respect to the approval of the Application by the ZBA or, if any appeals are filed, within thirty (30) days of expiration of any further rights of appeal.

9. Waiver of Objection. Stop & Shop waives and surrenders any rights it may have concerning assertion of objections with respect to the Application and shall not pursue or file any claims with any court against SGI-USA concerning such objections, provided SGI-USA fully complies with this Agreement and further provided that the approval of the Application by the ZBA does not result in any material change to the Site Plan as described in Paragraph 6. This paragraph does not in any way limit the enforcement of this Agreement, and the waiver and surrender of rights provided for shall become null and void upon the breach of this Agreement by SGI-USA.

10. Enforcement. This Agreement may be enforced to the fullest extent permitted, whether at law or in equity, through any appropriate proceeding, including but not limited to a proceeding for specific performance. In any such proceeding, the prevailing party shall be entitled to reasonable costs, expenses and attorney fees incurred to bring about compliance with this Agreement.

11. Successors and Assigns. This Agreement shall be binding upon the Parties, their successors and assigns, only with respect to any use of the Subject Property as a house of worship, religious institution or place of public assembly.

12. Admissibility. No Party shall object to the admissibility of this Agreement in evidence before any governmental agency or any court of competent jurisdiction.

13. SGI-USA Lease. SGI-USA represents and warrants that (i) its lease for the Subject Property is or will be in the name of Soka Gakkai International – USA as tenant or, if in any other name, SGI-USA shall contemporaneously with the execution of said lease, assign in recordable form this Agreement to such tenant or cause such tenant to join as a party to this Agreement, (ii) it shall cause a memorandum of lease to be promptly recorded by tenant upon entry into such lease, and (iii) it shall cause notice to be given to Stop & Shop of such lease promptly upon execution thereof, and of such recordation of a memorandum of lease promptly upon recordation thereof.

14. Recordation of Agreement. This Agreement shall be recorded upon recordation of a memorandum of lease as provided in Paragraph 13 hereof.

15. Recordation of Approval. SGI-USA shall, either by submitting revised plans to the ZBA prior to the ZBA taking action on the Application or by representing on the record at the public hearing that it will submit such revised plans as a condition of approval, revise its Site Plan to add a note which reads:

ANY INCREASE IN INTENSITY OF USE AS A HOUSE OF WORSHIP AS SET FORTH IN THE ZONING BOARD OF ADJUSTMENT'S RESOLUTION OF APPROVAL, INCLUDING OCCUPANCY EXCEEDING THAT WHICH IS APPROVED BY THIS APPLICATION, SHALL REQUIRE THE APPROVAL OF THE ZONING BOARD OF ADJUSTMENT WITH NOTICE TO THE OWNER OF BLOCK 707, LOT 5.01.

Upon approval of the Application, and subsequent to recording a memorandum of lease as required by Paragraph 13 hereof, SGI-USA shall cause the owner of the Property to record the ZBA's resolution of approval, for the purpose of providing notice of the notes set forth in the approved plans which pertain to parking and signage (Paragraphs 2, 3 and 15 hereof).

16. Notice. Any notice to either Party with respect to this Agreement shall be given at the addresses set forth in the initial paragraphs preceding the Recitals of this Agreement. In the case of Stop & Shop, notice separately shall be sent to the attention of Vice President, Real Estate and to the attention of Vice President, Real Estate Law, with a copy to Howard D. Geneslaw, Esq., Gibbons P.C., One Gateway Center, Newark, New Jersey, 07102-5310. In the case of the SGI-USA, notice shall be sent to the attention of Vice President of Real Estate, with a copy to Jeffrey L. Kantowitz, Esq., Law Offices of Abe Rappaport, Esq., 195 Route 46 West, Suite 6, Totowa, New Jersey, 07512. A notice, demand or other communication under this Agreement by either Party shall be in writing and shall be hand delivered by messenger (with receipt acknowledged in writing); delivered by overnight delivery service (guaranteeing overnight delivery, with receipt acknowledged in writing); or delivered by certified U.S. Mail (return receipt requested). Notice shall be deemed effective one (1) day after deposit with a nationally recognized overnight delivery service, or three (3) days after deposit in the U.S. Mail, in either

case provided that the method of delivery provides for an acknowledgment of receipt.

17. Representations and Warranties. Each Party makes the following representations and warranties to the other Party:

a. This Agreement has been duly executed by the Party, and constitutes a legal, valid, and binding obligation of the Party enforceable in accordance with its terms.

b. The signatories for each Party are fully authorized to enter into and execute this Agreement for and on behalf of the Party that he/she represents and they are duly authorized as such, as reflected on the attached signature page(s).

c. The Parties hereto acknowledge that each of them has consulted with legal counsel of their own selection about this Agreement and its attachment. The Parties each understand how this Agreement will affect their legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

18. No Construction Against Drafter. This Agreement, as a matter of convenience to the Parties, was prepared by the attorney for one of the Parties. The Parties acknowledge and agree that each is represented by legal counsel and all counsel substantially contributed to the form and content of this Agreement. The Parties further acknowledge and agree that in the event of an ambiguity in this Agreement, such ambiguity shall not be resolved against a Party hereto solely on the basis that the Agreement was prepared by that Party's attorney.

19. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

20. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties in respect to the matters contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof.

21. Modification. This Agreement and any of its terms may be amended, modified, superseded or canceled only by a written instrument executed by the Parties hereto.

22. Title of Paragraphs. The titles of the several Paragraphs of this Agreement as set forth at the head of said Paragraphs are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

23. Schedules. This Agreement includes the following schedules, each of which is incorporated as if set forth at length herein:

- | | |
|------------|--|
| Schedule A | "Site Layout Plan" (Sheet 1 of 4) and "Details" (Sheet 4 of 4) prepared by Lapatka Associates, Inc., dated September 16, 2014, revised November 21, 2014 |
| Schedule B | Proposed Floor Plan (Sheet A-101) prepared by Studio 5 Partnership dated September 12, 2014 |
| Schedule C | Exterior Elevations (Sheet A-102) prepared by Studio 5 Partnership dated September 12, 2014 |

24. Severability, Waiver and Survival.

a. If any clause, paragraph or portion of this Agreement is or shall become illegal, null or void for any reason whatsoever, or is held by any court of competent jurisdiction to be so or to be unenforceable, the remaining portion of this Agreement shall remain in full force and effect as if such invalid or unenforceable provision was omitted.



b. No delay, omission, or failure by either Party to exercise any right or remedy provided to it in this Agreement shall be deemed to be a waiver or acquiescence, and the Parties may exercise such right or remedy in the manner it deems expedient.

25. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile and when a facsimile signature copy of the Agreement is delivered to the other Parties, it shall be deemed to be legally delivered and in full force and effect. A Party executing by facsimile shall transmit an originally executed counterpart to the other Parties within three (3) business days.

[SIGNATURE PAGE FOLLOWS]

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement as of the date first above set forth.

SOKA GAKKAI INTERNATIONAL – USA

By:  
Name: _____
Title: Adam Straub
CFO

**THE STOP & SHOP SUPERMARKET
COMPANY LLC**

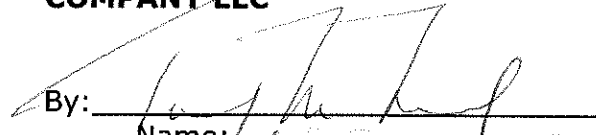
By: _____
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INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement as of the date first above set forth.

SOKA GAKKAI INTERNATIONAL – USA

By: _____
Name:
Title:

**THE STOP & SHOP SUPERMARKET
COMPANY LLC**

By:  _____
Name:
Title: *aw* Timothy Mahoney
Senior Vice President
Real Estate Development


STATE OF CALIFORNIA

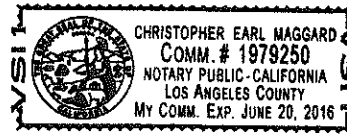
)
) ss.

COUNTY OF LOS ANGELES

)

BE IT REMEMBERED, that on this ^{January, 2015} ~~11th~~ day of ~~December, 2014~~, before me the subscriber, personally appeared Adin Strauss, the VP/CO of **Soka Gakkai International - USA**, who I am satisfied is the person who has signed the within Instrument; and they acknowledge that they (a) are duly authorized to sign this Instrument on behalf of said entity, and (b) signed and delivered the same as their voluntary act or deed and the voluntary act and deed of the entity named in this Instrument.



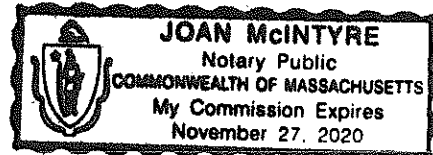


COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF NORFOLK)

I CERTIFY that on ^{February} ~~December~~ 10, 2014⁵,
Timothy Mahoney personally came before me, and this
person acknowledged under oath, to my satisfaction, that:

- (a) ~~he/she~~ is the SVP, Real Estate Development of **The Stop & Shop Supermarket Company LLC**, the limited liability company named in this document;
- (b) ~~he/she~~ is authorized to execute and did execute this document on its behalf; and
- (c) this document was signed and delivered by the entity as its voluntary act duly authorized by its members.

Joan McIntyre
Notary Public



Record and return to:
Howard D. Geneslaw, Esquire
Gibbons P.C.
One Gateway Center
Newark, New Jersey 07102-5310

SCHEDULE A

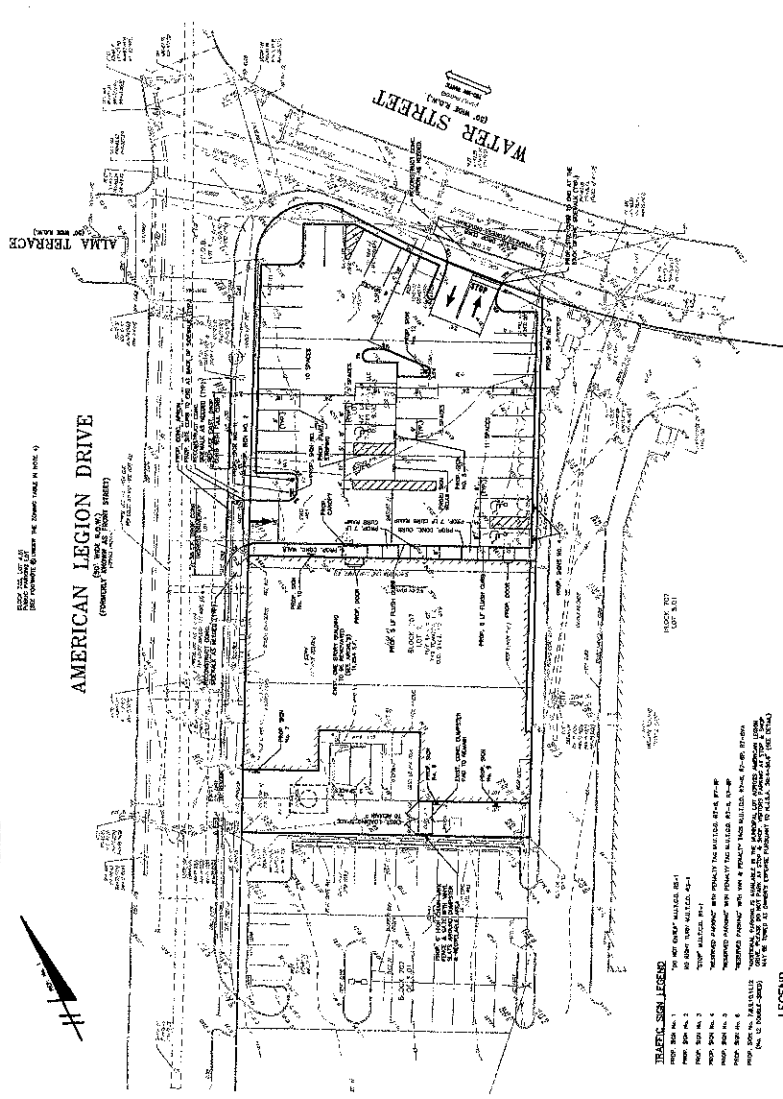
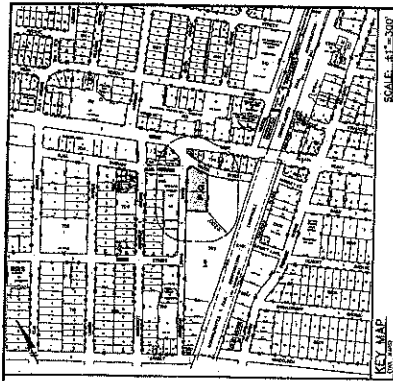
**SITE LAYOUT PLAN
DETAILS**

**PREPARED BY LAPATKA ASSOCIATES, INC.,
DATED SEPTEMBER 16, 2014, REVISED NOVEMBER 21, 2014**

13-166 Sokka
1 of 4
Site Layout Plan

PROPERTY OWNERS WITHIN 200'

NO.	NAME	ADDRESS	PHONE
1	ALMA TERRACE	100 ALMA TERRACE	333-1111
2	AMERICAN LEGION DRIVE	100 AMERICAN LEGION DRIVE	333-2222
3	WATER STREET	100 WATER STREET	333-3333
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REFERENCE:
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- TRAFFIC SIGN LEGEND**
- 1. STOP SIGN
 - 2. YIELD SIGN
 - 3. SPEED LIMIT SIGN
 - 4. NO PARKING SIGN
 - 5. ONE WAY SIGN
 - 6. AHEAD SIGN
 - 7. TURN LEFT AHEAD SIGN
 - 8. TURN RIGHT AHEAD SIGN
 - 9. TURN LEFT AHEAD SIGN
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LEGEND

- 1. CONCRETE DRIVEWAY
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NOTES:

1. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
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25. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
26. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
27. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
28. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
29. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
30. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
31. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
32. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
33. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
34. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
35. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
36. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
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40. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
41. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
42. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
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44. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
45. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
46. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
47. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
48. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
49. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.
50. THE PROPERTY IS LOCATED IN THE S.W. 1/4 OF SECTION 10, T.10N. R.12E. S.10E.

IF A PROPERTY OWNER HAS ALL RECORDS AMENDMENTS AND BEEN NOTIFIED BY MAIL, THE PROPERTY OWNER HAS BEEN NOTIFIED BY MAIL.

IF A PROPERTY OWNER HAS ALL RECORDS AMENDMENTS AND BEEN NOTIFIED BY MAIL, THE PROPERTY OWNER HAS BEEN NOTIFIED BY MAIL.

IF A PROPERTY OWNER HAS ALL RECORDS AMENDMENTS AND BEEN NOTIFIED BY MAIL, THE PROPERTY OWNER HAS BEEN NOTIFIED BY MAIL.

SITE LAYOUT PLAN
SOKKA GANNAI INTERNATIONAL-USA
 BLOCK 707
 SEASIDE, CALIFORNIA

DESIGNED BY:
LAPATKA ASSOCIATES, INC.
 11111 LANTANA DRIVE, SUITE 100
 SEASIDE, CALIFORNIA 92706
 PHONE: (714) 438-1111
 FAX: (714) 438-1112

DATE: 11/11/88
 DRAWN BY: J. LAPATKA
 CHECKED BY: J. LAPATKA
 SCALE: 1" = 200'

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SEASIDE, CALIFORNIA

DATE: _____

BY: _____

SEAL: _____

REGISTERED PROFESSIONAL ENGINEER

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SEASIDE, CALIFORNIA

DATE: _____

BY: _____

SEAL: _____

REGISTERED PROFESSIONAL ENGINEER

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SEASIDE, CALIFORNIA

DATE: _____

BY: _____

SEAL: _____

REGISTERED PROFESSIONAL ENGINEER

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SEASIDE, CALIFORNIA

DATE: _____

BY: _____

SEAL: _____

REGISTERED PROFESSIONAL ENGINEER

APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SEASIDE, CALIFORNIA

DATE: _____

BY: _____

SEAL: _____

REGISTERED PROFESSIONAL ENGINEER

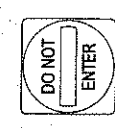
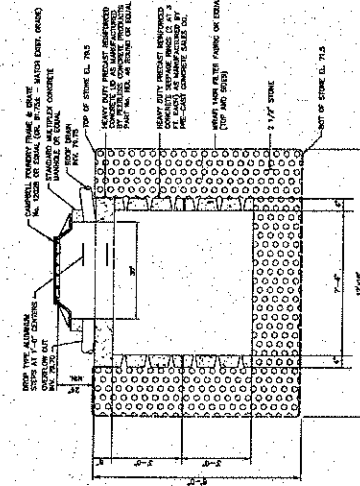
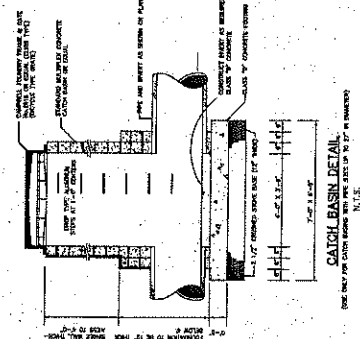
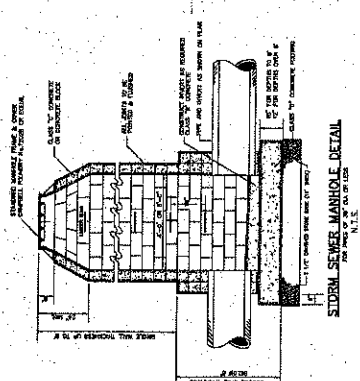
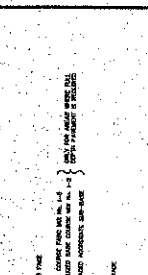
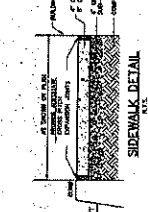
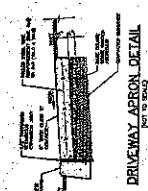
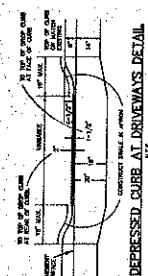
APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SEASIDE, CALIFORNIA

DATE: _____

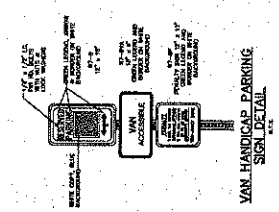
BY: _____

SEAL: _____

REGISTERED PROFESSIONAL ENGINEER



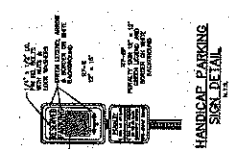
NO RIGHT TURN SIGN DETAIL
 N.E.S.
 24\"/>



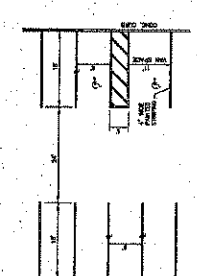
HANDICAP PARKING SIGN DETAIL
 N.E.S.
 24\"/>

ADDITIONAL SIGNING IS AVAILABLE AT THE MANHOLE LOT. VISITORS PARKING AT THE STOP & SHOP MAY BE FORCED TO PAY FOR A PERMIT TO ENTER THE STOP & SHOP LOT. EXPENSE PERMIT IS \$4.00 PER DAY. PH: 303.441.5685

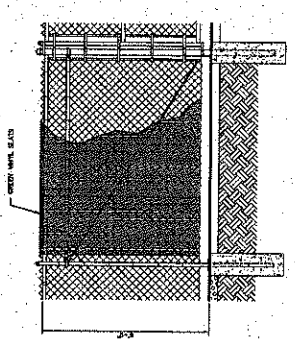
STOP SIGN DETAIL
 N.E.S.
 24\"/>



STOP SIGN DETAIL
 N.E.S.
 24\"/>



PARKING STALL STRIPING PLAN AND AISLE DETAIL
 N.E.S.



CHAIN-LINK FENCE DETAIL
 N.E.S.



STOP SIGN DETAIL
 N.E.S.
 24\"/>

STOP SIGN DETAIL
 N.E.S.
 24\"/>

CHAIN-LINK FENCE DETAIL
 N.E.S.

DETAILS

SOGA GAKKAI INTERNATIONAL - USA
 SUITE 207
 1430 W. WYOMING AVENUE
 DENVER, CO 80202

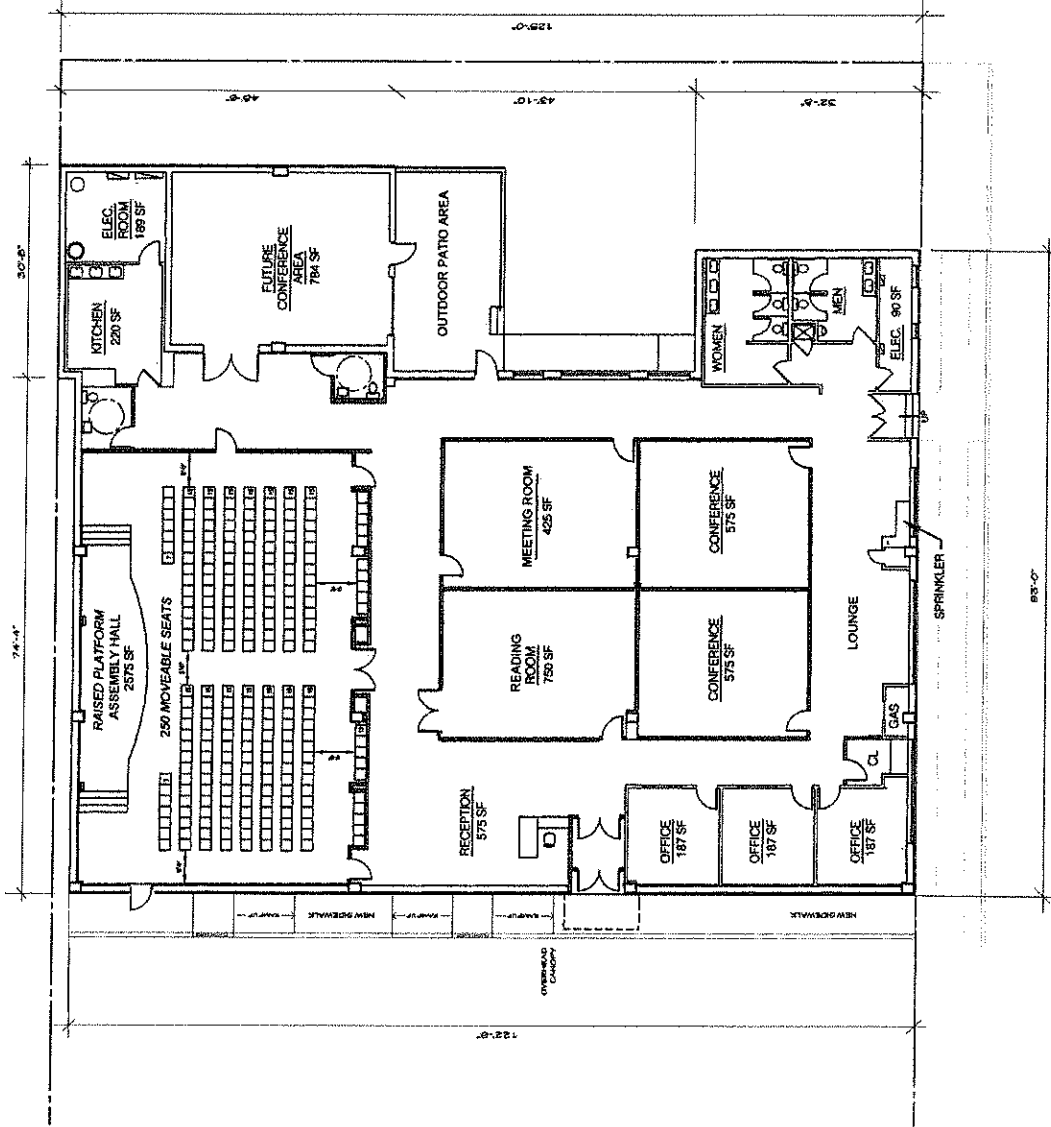
LAPATKA ASSOCIATES, INC.
 1430 W. WYOMING AVENUE
 SUITE 207
 DENVER, CO 80202

ALFONSO J. LAPATKA
 REGISTERED PROFESSIONAL ENGINEER - CIVIL
 No. 12492
 EXPIRES 12/31/14


PROJECT: 13-166
DATE: 08/11/14

SCHEDULE B

**PROPOSED FLOOR PLAN (SHEET A-101)
PREPARED BY STUDIO 5 PARTNERSHIP
DATED SEPTEMBER 12, 2014**



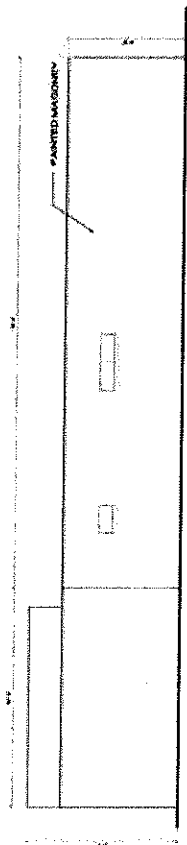
GROUND FLOOR PLAN
 TOTAL BUILDING AREA: 11,254 SF

NO.	DATE	REMARKS	BY
SGI-USA CENTER 718 AMERICAN LEGION DRIVE TOWNSEND, IN 47986 BLOCK 197, LOTS 1 & 2			
 Studio 5 PARTNERSHIP AN ARCHITECTURAL FIRM 141 HARRINGTON ROAD, SUITE 204 WESTVILLE, IN 46081 PHONE: 765-864-1234 FAX: 765-864-1235 WWW.STUDIO5ARCHITECTURE.COM			
PROPOSED FLOOR PLAN		SCALE: 1/8" = 1'-0" CHKD BY: C/S PROJECT: 14-022 DATE: 08/27/14	<h1 style="margin: 0;">A-101</h1>

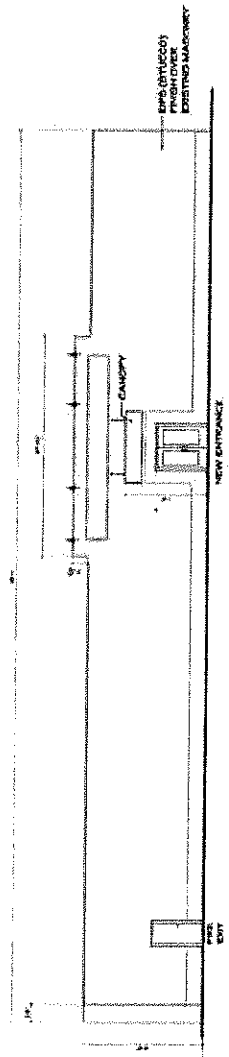
C. JOSEPH SHER, ARCHITECT

SCHEDULE C

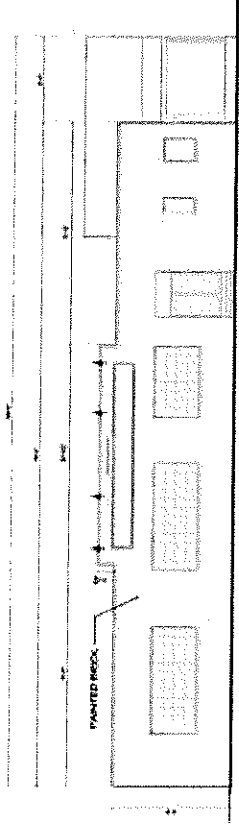
**EXTERIOR ELEVATIONS (SHEET A-102)
PREPARED BY STUDIO 5 PARTNERSHIP
DATED SEPTEMBER 12, 2014**



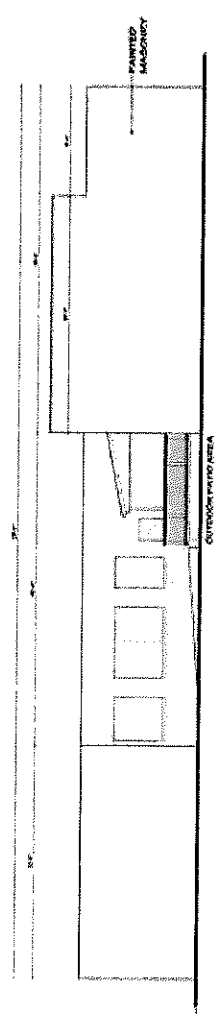
EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION

NO.	DATE	REVISIONS	BY
-----	------	-----------	----

SGI-USA CENTER
 774 AMERICAN LEGION DRIVE
 TULSA, OKLAHOMA
 BLOCK 202, LOT 3, 1A2



EXTERIOR ELEVATIONS

DRAWN BY: JF
 CHECKED BY: GUS
 DATE: 08/27/14

A-102

C. ZSSEN, INC. ARCHITECT