Cedar Lane CBD Redevelopment Plan

Block 819, Lots 1, 14, 16, and 17
Block 707, Lots 1-5
Block 705, Lot 4.01

Prepared For:

Township of Teaneck
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The original of this report was signed and sealed in accordance with N.J.S.A. 45:14A-12.

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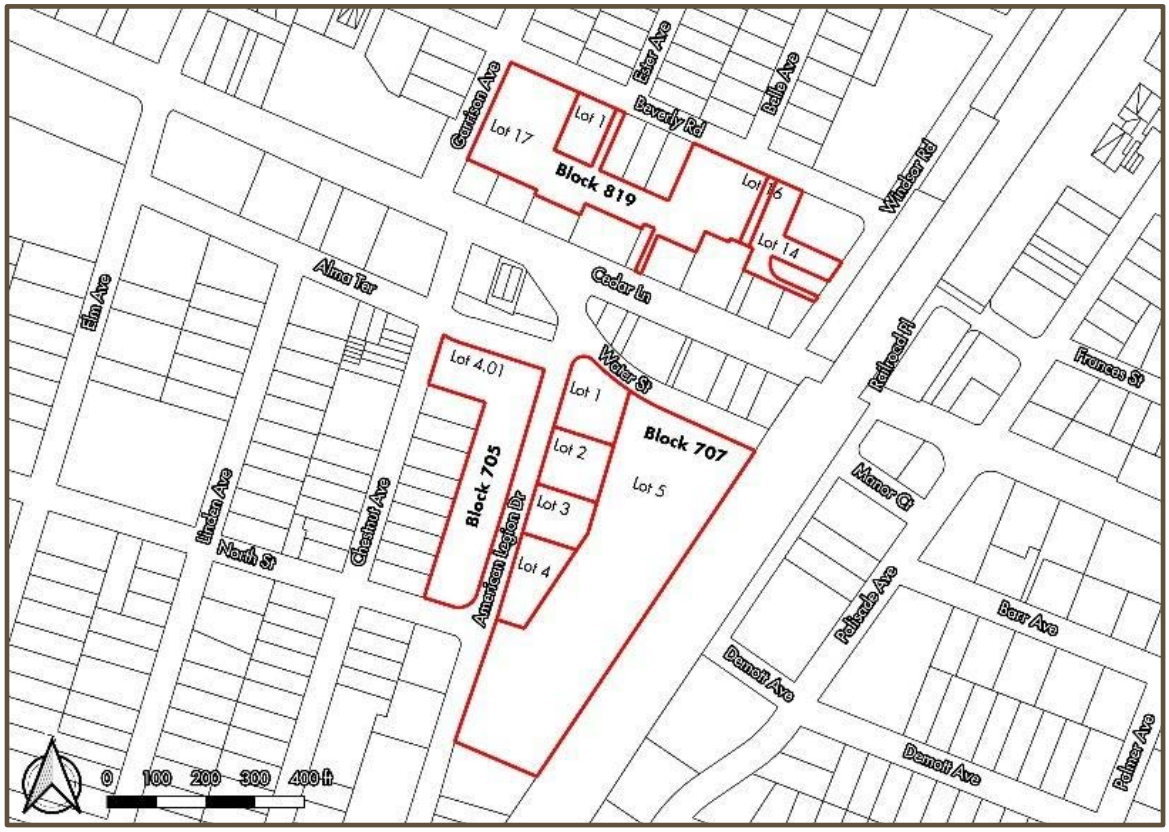
Section 1: Introduction and Plan Requirements

A. Plan Goal

The goal of this Redevelopment Plan is to provide a planning and policy framework for the redevelopment of Block 819, Lots 1, 14, 16, and 17; Block 707, Lots 1-5; and Block 705, Lot 4.01 in the Township of Teaneck through the adoption of a potential program for development according to the provisions of the Local Redevelopment and Housing Law ("LRHL"). Furthermore, this Redevelopment Plan permits the Mayor and Council to engage with property owners and/or prospective redevelopers of the properties in a manner which encourages and promotes the economic well-being and overall health, safety, and welfare of the Township of Teaneck.



Redevelopment Area

B. Key Plan Outcomes and Public Benefits Requirements

Key outcomes of this redevelopment plan include:

- Implement significant public stormwater infrastructure upgrades for improved draignage in and around the redevelopment area.

  This public benefit is required per Section 5, Subsections N and O (Page 47). Accordingly, this Plan requires the redeveloper, at its sole cost, to prepare all necessary engineering studies to support the design and construction of stormwater capacity enhancements and infrastructure upgrades. The Plan also requires off-site drainage improvements to reduce flooding impacts beyond the redevelopment area to surrounding neighborhoods. All NJDEP regulatory oversight of stormwater management improvements will be further required.

- Expand affordable housing opportunities within the community.

  This public benefit is required per Section 4, Subsection H (Page 25). The property is the subject of 2 affordable housing settlement agreements (BER-L-000776-25), requiring the rezoning of the redevelopment area to produce 48 low- and moderate-income units.

- Provide indoor community space accessible for public use.

  This public benefit is required per Section 4, Subsection M (Page 37). Public community municipal spaces are required, shall include exterior entrances without entering the main building, and must contain atleast 1,000 SF of space.

- Deliver a public parking garage to serve the Cedar Lane Business District.

  This public benefit is part of the concpept plans per Section 4, Subsection C, and is a regulated use per Section 4, Subsection J.1.b (Page 28). At minimum, 450 spaces shall be open to the public.

- Create vibrant public open spaces, including a plaza for the existing Teaneck Farmers Market.

  This public benefit is required per Section 4, Subsection N (Page 38). The Farmers Market will be located along Garrison Avenue. Additional open space will be located along Alma Terrace. The Plan further regulates design of streetscape standards.

- Establish high-quality architectural and urban design standards.

  This public benefit is required per Section 4, Subsection K (Page 30-35). The plan requires high-quality building materials, articulation of materials, garage screening, fenestration levels, and sustainable design requirements.

- Upgrade lighting, landscaping and streetscape standards.

This public benefit is required per Section 4, Subsection N (Page 38-40). The plan requires street trees, landscaping, regulated lighting, sidewalk/pedestrian crossings, and underground/screened utilities.

- Improve circulation infrastructure and pedestrian improvements.

  This public benefit is required per Section 4, Subsection P (Page 41). Any Redeveloper shall prepare a Traffic Impact Study to evaluate additional circulation, roadway, or pedestrian infrastructure improvements, including enhancements to pedestrian safety and walkability. All necessary improvements shall be addressed in a Redevelopment Agreement.

- Strengthen the connection between the existing Stop & Shop supermarket and the Cedar Lane Business District.

  This public benefit is required per Section 4, Subsection D (Page 24). The existing supermarket is permitted as-of-right and will be more integrated into the surrounding neighborhood through incorporation into a development, improved roadway access to the Cedar Lane Business District, enhanced visibility, and improved pedestrian connectivity.

- Concentrate residential density near the Cedar Lane Business District to support local commerce.

  This public benefit is required pursuant to Section 4, Subsection D (Page 24). Residential development is a permitted use, incorporated into the concept plans and required in applicable settlement agreements. The concentration of residential density in proximity to the Cedar Lane Business District is intended to strengthen local businesses by increasing foot traffic and supporting a vibrant, mixed-use environment.

C. Plan Authorization

The Township of Teaneck has determined that the use of redevelopment powers granted to municipalities under the LRHL (N.J.S.A. 40A-12A-1, et seq.) would be the most effective to revitalize the parcel(s) contained in the Redevelopment Area. Pursuant to the LRHL, Block 705, Lot 4.01 and Block 707, Lots 1-5 were designated as an "Area in Need of Redevelopment" by Resolution 87-2021, adopted April 13, 2021, and Block 819, Lots 1, 14, 16, and 17 were designated as "area in need of Redevelopment" under Resolution 148-2022, adopted on May 31, 2022. (see Appendix A). Municipalities then have the option of adopting a redevelopment plan for all or a portion of the designated areas and employing several planning and financial tools to make redevelopment projects more feasible to remove deleterious conditions.

The designations of the above block and lots as "areas in need of redevelopment" does not allow the use of condemnation powers under the LRHL but does allow for long-term tax incentives.

D. Required Plan Components and Relationship to Municipal Ordinance

The LRHL identifies required components to be included in a redevelopment plan. In accordance with N.J.S.A 40A:12A-7a, the redevelopment plan must include an outline for the planning, development, redevelopment or rehabilitation of a project area which is sufficient to indicate:

1. *Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.*
2. *Proposed land uses and building requirements in the project area.*
3. *Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.*
4. *An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.*
5. *Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L.1985, c.398 (C.52:18A-196 et al.).*
6. *As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate*

income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.

7. *A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.*
8. *Proposed locations for zero-emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.*

In accordance with N.J.S.A. 40A:12A-7c, the Redevelopment Plan shall describe its relationship to pertinent municipal development regulations. This Redevelopment Plan shall **supersede** all provisions of the Township of Teaneck Development Regulations Ordinance, except where the provisions of the Development Regulations Ordinance are expressly indicated as being applicable.

To facilitate redevelopment, the owner of Block 707, Lot 1 and Lot 2, and the owner of Block 707, Lot 5, entered into an agreement for the conveyance of Lot 1 and Lot 2 in exchange for the conveyance of a portion of Lot 5. Prior to the completion of such land exchange, (i) the zoning provisions of the Redevelopment Plan as applied to Block 707, Lots 1 and 2 shall be overlay zoning, and the existing B-1 zoning regulations shall continue to apply (except that the Redeveloper shall not seek building height or use variance relief), until such time as the land exchange has been fully effectuated as to Lots 1 and 2,, and (ii) the provisions for supermarket use as set forth in this Redevelopment Plan shall apply to the portion of Lot 5 to remain in supermarket use. Once the land exchange has been fully effectuated, all zoning provisions of this Redevelopment Plan shall supersede the existing zoning.

Section 2: Relationship to Other Plans

Pursuant to the LRHL, "a*ll provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan"* (N.J.S.A 40A:12A-7(d)). As well, the redevelopment plan must address "*any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, and (c) the State Development and Redevelopment Plan"* (N.J.S.A 40A:12A-7(a)(5). This Plan is also consistent with the following plans:

1. Housing Element and Fair Share Plan Round Four (June 17, 2025)

   The Township of Teaneck has adopted its Fourth Round Housing Element ("Housing Plan") on June 16, 2025. Relevant sections of the Housing Plan pertaining to the Redevelopment Area include citing the project as producing 48 Low- and Moderate-Income units with 24 "bonus credits" (Page 29). As such, the project shall produce at least 72 credits towards the Township's Fourth Round obligation. Furthermore, the HEFSP states "*The Township commits to a Redevelopment Plan and/or rezoning to permit the residential affordable housing*" (Page 35).

2. Master Plan for the Township of Teaneck (January 2025)

   The Township of Teaneck has adopted a brand new Master Plan in 2025. Relevant sections of the Master Plan pertaining to the Redevelopment Area include:

   "[A] settlement agreement for an area in need of redevelopment along American Legion Drive, Garrison Avenue, and Beverly Drive has included the construction of a multi-level parking garage at the corner of Garrison Avenue and Beverly Drive that would include public parking spaces to support the Cedar Lane corridor. New multifamily housing is also anticipated on the periphery of the core downtown of Cedar Lane.

   There are potential benefits to adding public parking and a density of residents in close proximity to the business district, both of which will increase the number of possible shoppers and strengthen the vitality of the downtown core of Cedar Lane. However, due to the proximity of single family residences, the anticipated developments require special consideration of building scale, placement of improvements, and buffering. The developments should also manage traffic concerns, adequacy of parking, and walkability between public parking and storefronts. MX-1 zoning is uniform in the downtown core of Cedar Lane." Master Plan, Page 36. […]

"An Area in Need of Redevelopment Investigation was prepared for Block 705, Lot 4.01 and Block 707, Lots 1-5, dated February 2, 2021, for properties along American Legion Drive that includes the Stop & Shop supermarket. The Township Council adopted Resolution No. 87-2021 declaring a non-condemnation area in need of redevelopment on the properties. A subsequent Area in Need of Redevelopment Investigation was also prepared for Block 819, Lots 1, 14, 16, and 17, dated March 2022, for properties on Beverley Road and Garrison Avenue. The Township Council adopted Resolution No. 148-2022 designating the properties as a non-condemnation area in need of redevelopment. A settlement was agreed on March 27, 2023 between The Stop & Shop Supermarket Company LLC, the Township of Teaneck, the Township Council, the Planning Board, 713-719 Teaneck LLC, 719 Teaneck LLC, Crossroads Companies LLC, and NNN Teaneck NJ Owner LP, including a concept plan prepared by Crossroads Companies. The concept plan depicts multifamily residential development, a parking garage with public spaces and resident parking spaces, retail/commercial space, and retention of the Stop & Shop supermarket and associated parking lots […] The Township held a community meeting on November 20, 2023 to seek community feedback on the concept design. A redevelopment plan has not yet been completed, but it should seek to address goals and objectives for neighborhood-scale businesses districts as outlined in this plan, and within the confines of the settlement agreement." Master Plan, Page 42.

The Master Plan also includes a specific goal to prioritize mitigation efforts in areas with repeated poor drainage, flooding, or erosion, noting that interventions in flood-prone locations provide significant public benefits by ensuring residents can safely travel during emergencies (Page 69).

The neighborhoods around Belle Avenue/Beatrice Street and Belle Avenue/Beverly Road, located north of the Redevelopment Area, experience street flooding, most notably during Tropical Storm Ida in 2021. Following that event, the Township Council and Township Manager met with affected residents and initiated a drainage study, which resulted in recommendations including a stormwater detention system and bioswales at Belle Avenue and Beverly Road and constructing bioswales.

This Redevelopment Plan requires green infrastructure and stormwater enhancements. The plan mandates the incorporation of sustainable design strategies and obligates the redeveloper, at its own cost, to provide all necessary engineering studies and to construct or install all required on-site and off-site municipal infrastructure improvements. These include stormwater capacity improvements, enhancements and upgrades to traffic control measures, water service,

sanitary sewer service, stormwater management systems, and flood-mitigation measures needed to support the project.

Additionally, the following goals and objectives are outlined within the Township's Master Plan:

- Land Use Goal 1: Promote a range of housing options to meet the needs of residents in different life phases
    - *Objective L.1.3 Expand housing options for young adults, seniors seeking to age-in-place, and single individuals*
    - *Objective L.1.5 Continue to address the Township's constitutional obligation to provide a realistic opportunity for the construction of its fair share of affordable housing*

- Land Use Goal 2: Provide high standards of design and quality in the built environment
    - *L.2.1 Promote a welcoming and attractive environment in business districts.*
    - *L.2.3 Prioritize design and utilization improvements for underperforming and lackluster buildings and sites in business districts.*
    - *Objective L.2.7 Improve the streetscape environment*
    - *L.2.9 Ensure that proposed multifamily and mixed-use development projects feature site circulation plans that accommodate increased vehicle loading and unloading.*
    - *Objective L.2.10 Promote sustainable building designs and materials*

- Land Use Goal 3: Encourage the revitalization of Teaneck's business districts
    - *Objective L.3.1 Utilize the tools of zoning and rehabilitation or redevelopment designations to promote revitalization and a cohesive identity for business districts*
    - *Objective L.3.3 Advance "smart growth" planning principles in business district revitalization*
    - *L.3.7 Provide public amenities and gathering spaces.*
    - *L.3.8 Advance public-private partnerships that build neighborhoods through the provision of community benefits.*

- *L.3.9 Provide efficient parking in appropriate locations to accommodate demand.*

This Redevelopment Plan is intended to guide the development of inclusionary multifamily housing, incorporating architecture and sustainable design practices that enhance the streetscape and existing structures. Located near the Cedar Lane business district, the Site encourages residential development in close proximity to commercial uses. The project includes public benefits including municipal community spaces, municipal open spaces, public parking, and revitalization of properties determined in "An Area in Need of Redevelopment" (See Section 1 of this Plan).

As such, this Redevelopment Plan is a direct response to the specific goals and requirements as outlined in the 2025 Master Plan. As such, this Plan is consistent with the Township Master Plan.

3. Bergen County Master Plan (2023)

The County Master Plan discusses land use, housing, economic vitality, transportation/mobility, and other relevant goals and objectives. This Redevelopment Plan aims to create housing, economic development, streetscape improvements, and future growth within the County. The following goals are advanced within the County's Master Plan:

- Land Use + Housing Goal 4: Encourage a wide variety of housing types, range of densities, and price points
  i. *Objective 4.1: Encourage municipalities to welcome more mixed-use projects*

- Economic Vitality Goal 2: Encourage redevelopment and revitalization of underutilized sites
  i. *Objective 2.1: Incentivize redevelopment*

This Redevelopment Plan envisions new quality housing products with the intention of incorporating inclusionary housing, as well as incentivizes redevelopment of underutilized property in favor of new development with municipal parking, public amenity space, and other public incentive giveback. As such, this Plan is consistent with the Bergen County Master Plan.

4. Adjacent Municipalities

There are 7 contiguous municipalities to the Township of Teaneck: Hackensack, Bogota, Ridgefield Park, Leonia, Englewood, Bergenfield, and Tenafly. The Redevelopment Area is approximately 4,000 feet away from any municipal border. No significant relationship was identified between the Redevelopment Plan and the Master Plan of these contiguous municipalities.

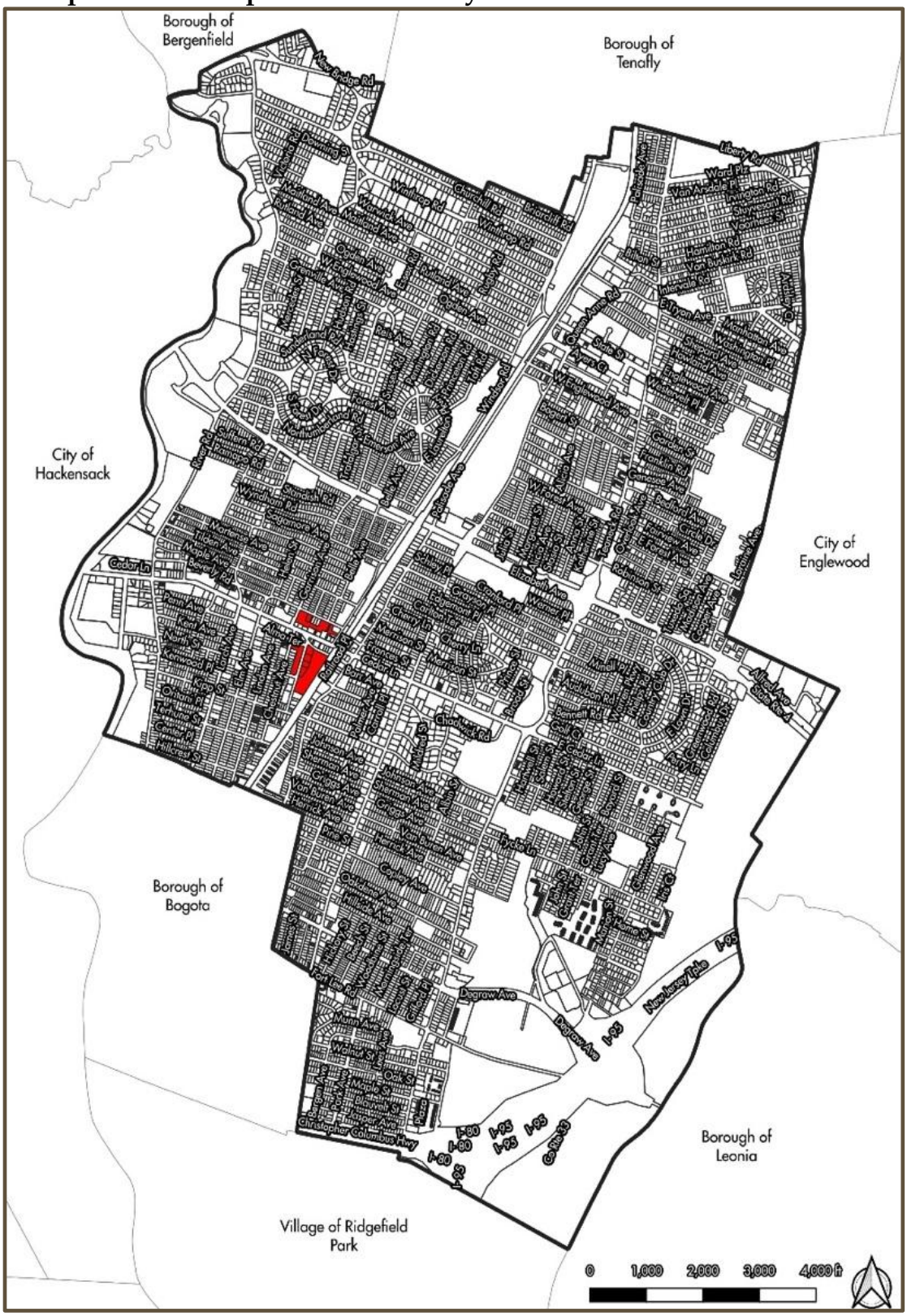
5. State Development and Redevelopment Plan ("State Plan")

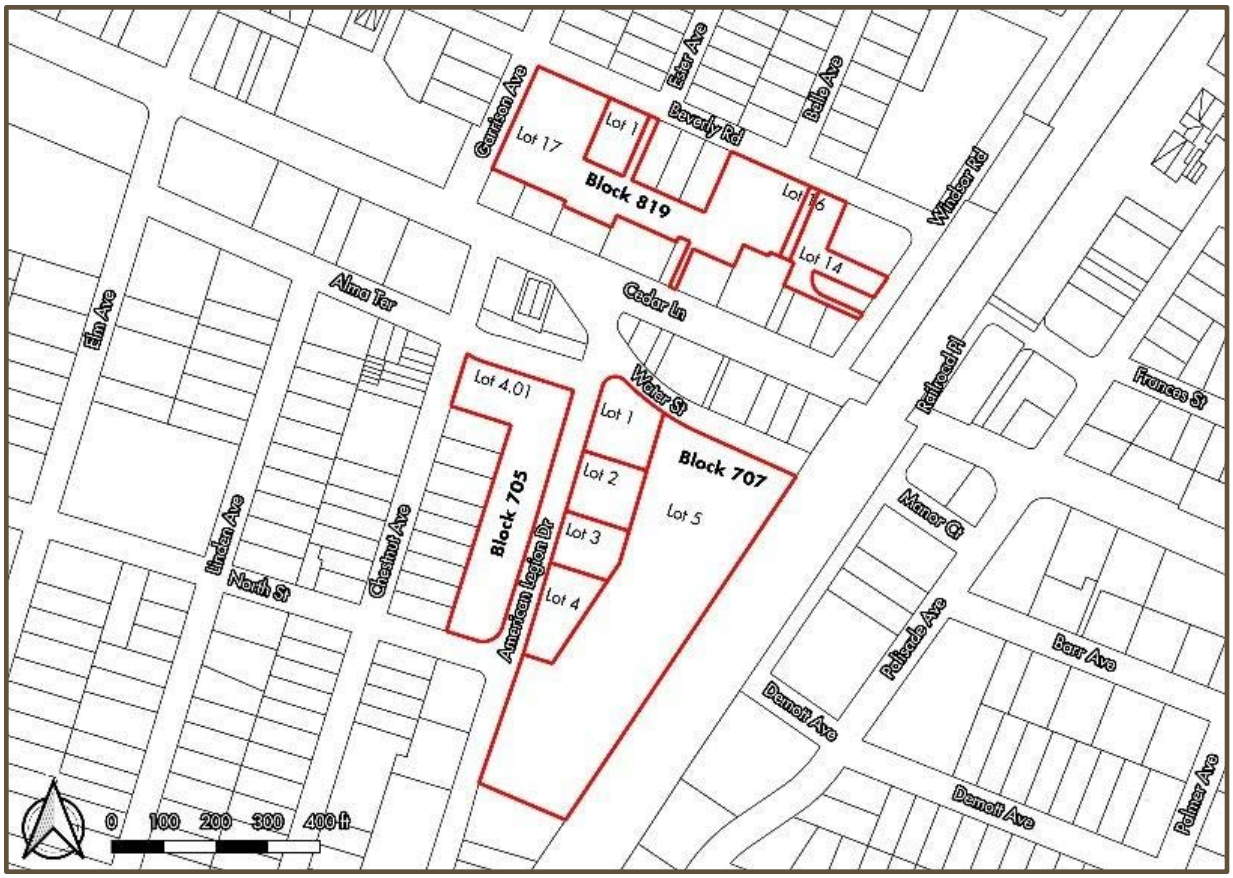
- 2001: The Redevelopment Area is located within Planning Area 1 (PA-1), which is envisioned for much of the State's future redevelopment. This Redevelopment Plan will advance encouragement of redevelopment. (Page 182, 187-194).

- 2025: The new Preliminary State Development and Redevelopment Plan was approved on December 4, 2024 and released on December 6, 2024. The project advances the State Plan's emphasis on equitable, inclusive housing by providing a mix of residential units with an inclusionary affordable component, directly supporting statewide goals to expand housing opportunities and counter exclusionary zoning practices. As an infill redevelopment within an established community, the project aligns with the Plan's focus on revitalization, efficient land use, and directing growth toward areas with existing infrastructure. The inclusion of upgraded stormwater management features further strengthens consistency with the State Plan's priorities for resilient, sustainable, and climate-adaptive development.

Section 3: Existing Conditions

A. Map of Redevelopment Area Study Areas





See Appendix B for a tabulation of the blocks and lots of the properties designated within the Redevelopment Areas.

B. Key History Outline of Redevelopment Area

Below is an abridged timeline highlighting key milestones in the designation of the Redevelopment Area and the evolution of the Redevelopment Plan:

- **September 2020:** The Township Council authorizes the first Preliminary Investigation to determine whether Block 705 and Block 707 areas qualify as Areas in Need of Redevelopment (AINR).
- **March-April 2021:** The Planning Board recommends AINR designation, and the Township Council formally declares the first AINR.
- **May 2021:** Stop & Shop files litigation against the Township and Crossroads ("Prospective Developer") (BER-L-3507-21).
- **December 2021:** The Township Council authorizes a second Preliminary Investigation for the Block 819 area.
- **April-May 2022:** The Planning Board recommends AINR designation, and the Township Council formally declares the second AINR.

- **September 2022:** Prospective Developer is conditionally designated as Redeveloper pursuant to Resolution No. 249-2022.
- **March 2023:** All parties to the litigation including Crossroads, the Township, the Planning Board, and Stop & Shop reach a Settlement Agreement providing for a land swap and parking relocation.
- **July 2023:** The Township holds a public community meeting where Prospective Developer presents the conceptual plan.
- **November 2023:** The Township holds a second public community meeting where Prospective Developer presents revisions to the conceptual plan based on community feedback from prior meetings.
- **March 2024:** The Township holds a third public community meeting where Prospective Developer presents the conceptual plan.
- **2024-2025:** New Affordable Housing regulations are issued. The Prospective Developer submits a request for inclusion of the properties in the Township's Housing Element and Fair Share Plan (HEFSP), which is subsequently adopted to include the subject properties.
- **December 2025:** The Prospective Developer presents the conceptual plan at the Township Council Meeting, including upgrades to stormwater management and revisions made to concept plan.
- **January 2026:** A Settlement Agreement is reached between the Prospective Redeveloper and the Township requiring adoption of implementing zoning by March 15, 2026, pursuant to N.J.S.A. 52:27D-301(f)(2)(c) (BER-L-000776-25).

C. Site Description

<u>Block 819</u>
As described in the Preliminary Investigation Report (*prepared March 2022 by Phillips Preiss Grygiel Leheny Hughes LLC*):

> "Block 819, Lot 1 is a rectangular parcel totaling 0.2382 acres. It has 83 feet of frontage along Beverly Road and a depth of 125 feet. The lot is paved and striped with angled parking rows. Landscaped islands and lighting poles are provided in the interior by parking row bookends. A curb and landscaped strip separate the parking area from the sidewalk along Beverly Road.
>
> Block 819, Lot 14 is an irregularly shaped lot with frontage on both Windsor Road and Beverly Road. It has a total area of 0.36 acres. The

parcel mainly encompasses driveway entrances from the two streets into the rest of the municipal parking area.
Block 819, Lot 16 is a small parcel with 20 feet of frontage along Beverly Road and a depth of 145 feet, totaling 0.0666 acres. It constitutes a narrow strip of land connecting Lots 14 and 17.

Block 819, Lot 17 is the largest parcel in the Study Area and contains most of the municipal parking area. It totals 2.03 acres and is irregularly shaped, with frontage along both Beverly Road and Garrison Avenue. The parcel is improved with vast expanses of surface parking consisting of 233 spaces, including a variety of angled parking rows, driveway entrances on both street frontages, and a small number of landscaped islands at the ends of parking rows. Landscaped strips are additionally provided along the street frontages and where the parcel abuts residential and church properties."

Block 705 and Block 707

As described in the Preliminary Investigation Report (*prepared February 2021 by Phillips Preiss Grygiel Leheny Hughes LLC*):

"Block 705, Lot 4.01 is a "L" shaped municipal surface parking lot totaling ±1.47 acres. The parcel extends through entire frontages along American Legion Drive and Water Street (Alma Terrace) of Block 705, and additionally has frontages along Chestnut Avenue and North Street. Three continuous parking rows are located within the lot, with a small number of interior landscaped islands dispersed at the ends of parking rows and along the American Legion Drive frontage. Pole-mounted lighting fixtures are provided within the landscaped islands. The parcel is the largest within Block 705 and takes up approximately half of the entire size of the block. Neighboring uses within the block consist of single- and multi-family residences.

Within the ±5.2-acre Block 707 portion of the Study Area, Lot 2 is improved with the SGI-USA Buddhist Center, Lot 5 is improved with a Stop & Shop supermarket, and the remaining ±1.046 acres on Lots 1, 3 & 4 are surface parking areas. The SGI-USA Buddhist Center is a single-story building with pedestrian and vehicular entrance on American Legion Drive and a small parking area located along the southern façade of the building. Parking for the SGI-USA Buddhist Center is additionally provided on Lot 1 to the north of the main building, which has a one-way driveway on American Legion Drive and a two-way driveway on Water Street. Parking rows are striped along the perimeter of the lot, as well as in the center. Landscaped islands are provided at the driveway entrances and at the edge of the central parking rows.

The Stop & Shop is also a single-story building located directly to the east of the SGI-USA Buddhist Center, separated by a driveway running between the two buildings. The primary vehicular access to the supermarket is provided via two driveways on American Legion Drive, while truck deliveries are accommodated via driveways on Water Street that lead to the loading bays located to the building's rear. Surface parking areas on Lots 3-5 feature similar design and layout as other parking areas within the Study Area. They are characterized by continuous striped parking rows with a small number of interior landscaped islands by driveway entrances and at the ends of parking rows. The southwestern, southern, and eastern property lines of Lot 5 are lined by mature trees and vegetation. Within Block 707, neighboring properties include single- and multi-family dwellings along American Legion Drive."

D. Property Restrictions - Easements

At the time of the preparation of this Redevelopment Plan, a number of easements exist within the Redevelopment Area. The Redeveloper(s) will be responsible for identifying, maintaining, and relocating, if necessary, any existing easements. The following easements are noted on the property surveys (prepared by Dynamic Engineering on March 14, 2025):

Block 705:

- No restrictions, grants, easements found

Block 707:

- Rights of Way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land
- Slope and drainage rights in and to that portion of the subject premises that lies within or abuts the railroad
- Easement grant to Public Service Electric and Gas company as set forth in Book 5915 Page 294 (located on American Legion Drive near pole #63095)
- Declaration of notice of condition of site plan resolution as set forth in Book 8676 Page 405
- Cross access and easement agreement as set forth in Book 8829 Page 202 (near stop sign in parking lot off American Legion Drive)
- Term and conditions of a lease with Mayfair Supermarkets, Inc., as tenant as evidenced by a memorandum of lease recorded in Book 7824, Page 204 and by a memorandum of lease recorded in Book 8066 Page 645
- Deed Notice recorded in Book 5079, Page 429

Block 819:

- Deed Book 1291 Page 26, Unable to determine location

- Deed Book 1158 Page 661; Not survey related
- Deed Book 1149 Page 518; Unable to determine location
- Deed Book 1449 Page 521; Unable to determine location
- Deed Book 1565 Page 330; Runs concurrently with existing storm sewer easement
- Deed Book 1786 Page 601 – Right of Way easement frontage on Garrison Avenue
- Deed Book 2596 Page 164; Unable to determine location
- Deed Book 2960 Page 129 – Approximate location of 9' wide storm sewer easement near Cedar Lane
- Deed Book 2991 Page 372; Vehicle Ingress/egress easement
- Deed Book 3044 Page 451; Not survey related
- Deed Book 3422 Page 315; Document not provided
- Deed Book 3422 Page 319; Unable to determine location
- Deed Book 3506 Page 507; Right of ingress and egress, blanket in nature
- Deed Book 3529 Page 154; Referenced documents are addressed directly by other documents. Rights in storm sewer crossing property, insufficient information; unable to determine location
- Deed Book 3554 Page 193; Not survey related
- Subject to all matters including any terms conditions easements, rights of way, reservations, restrictions, setbacks, provisions, notes, limitations and/or requirements shown on a certain map entitled "Map of Station Manor" situated in the Township of Teaneck, County of Bergen, State of NJ which map was filed in the Bergen County Clerk's office as Map No. 2066 and entitled "Map No. 1 of Flora Park, property belonging to S.B.; Document not provided

Block 819, Lot 13 may contain a portion where ownership of land is undetermined.

E. Property Restrictions - Contamination

At this time, the Municipality makes no representations as to the presence of environmental contamination on any parcel within the Redevelopment Area. The Redeveloper(s) will be responsible for investigating and remediating any possible contamination on parcels they seek to redevelop.

We note that one property within the Redevelopment Area is on the New Jersey DEP's Known Contaminated Sites List[1]:

- NJEMS Site ID: 57,272.00
- NJEMS Preferred ID: 032250
- PI Name: HOME TOWN LAUNDRIES INC

[1] https://dep.nj.gov/srp/kcsnj

- Address: 713 AMERICAN LEGION DR, Teaneck Twp, Bergen, 07666

F. Existing Zoning

a) Zoning Districts

The properties within the Redevelopment Area are in the following zoning districts:

- **B-1 Business – Retail District:** Permitted uses include retail sales of goods and services, offices, financial institutions and business schools, cabarets and restaurants, including fast-food restaurants.
- **MX-1 Mixed Use 1 District:** Permitted uses include retail sales of goods and services, offices, including medical offices, financial institutions and business schools, cabarets and restaurants, with the exception of fast-food, drive-through restaurants; theaters, assembly halls, and bowling alleys; apartments over commercial uses; off-street parking facilities.
- **P Public Land District:** Public schools, administrative facilities, parking lots, libraries, recreational facilities, wireless communications towers and antennas, and other public buildings and structures.

  A link to the Township's Development Regulations can be found online: https://ecode360.com/13628370

b) Zoning Map

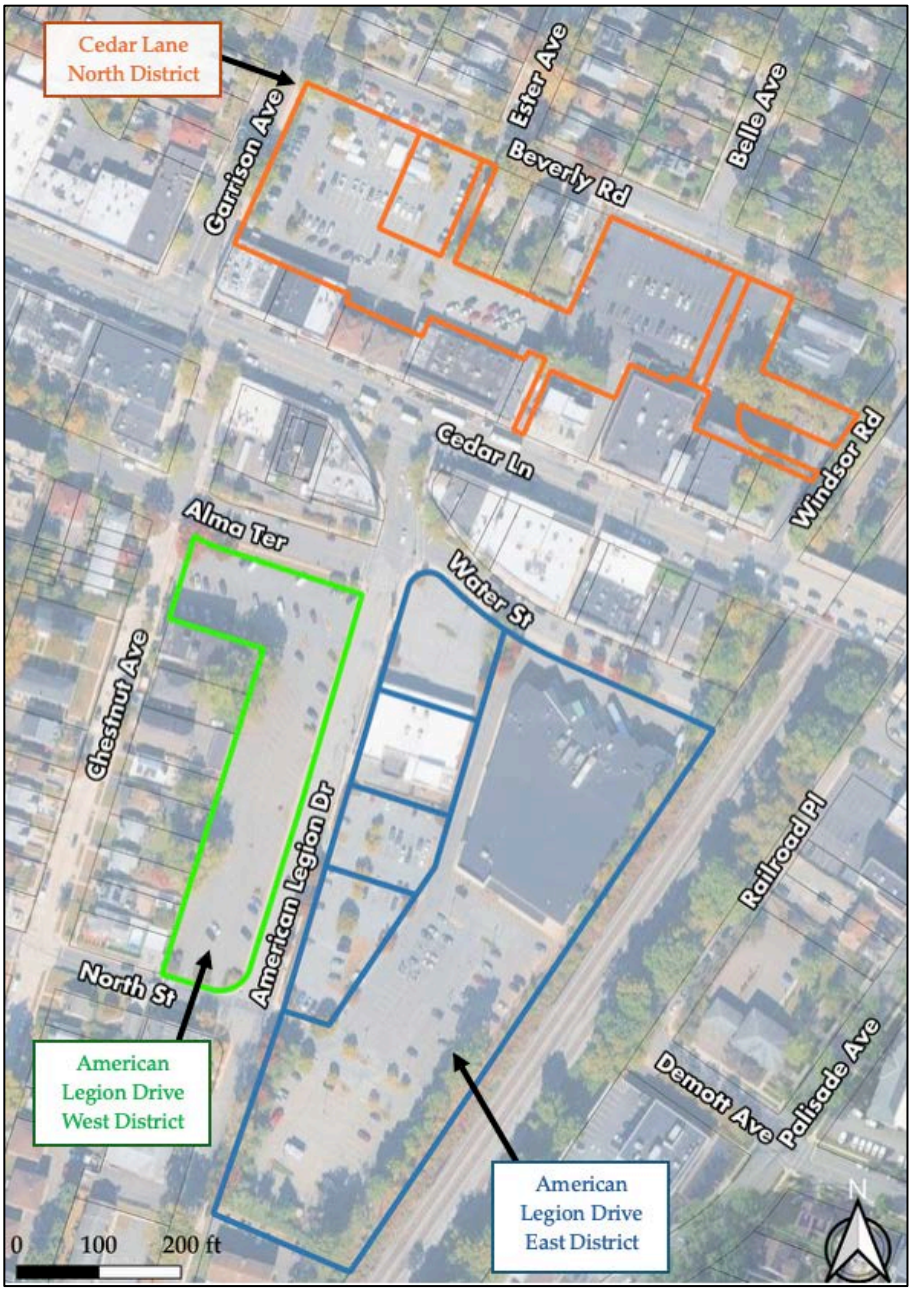
Zoning Districts
P
B-1
MX-1
Beatrice St
Ester Ave
Belle Ave
Garrison Ave
Beverly Rd
Lot 17
Block 819
Lot 1
Lot 16
Lot 14
Windsor Rd
Front St
Cedar Ln
Alma Ter
Linden Ave
Water St
Lot 4.01
Block 705
Lot 1
Lot 2
Lot 3
Lot 4
Block 707
Lot 5
Railroad Pl
Manor Ct
Chestnut Ave
North St
American Legion Dr
Demott Ave
Palisade Ave
Demott Ave
Brinkerhoff Ave
Kipp St
0
100
200
300
400 ft

Section 4: Land Use, Building and Design Requirements

A. Subdistricts

Given the overall size of the Redevelopment Area and the massing scale of different buildings envisioned, this Plan imagines a multi-district approach to redevelopment. Distinguishing subdistricts within the larger Redevelopment Area allows for land use patterns that are tailored toward those specific future uses. These districts are defined below, and color coded on the subsequent map:

Cedar Lane North	American Legion Drive East	American Legion Drive West
Block 819, Lots 1, 14, 16, 17	Block 707, Lots 1-5	Block 705, Lot 4.01

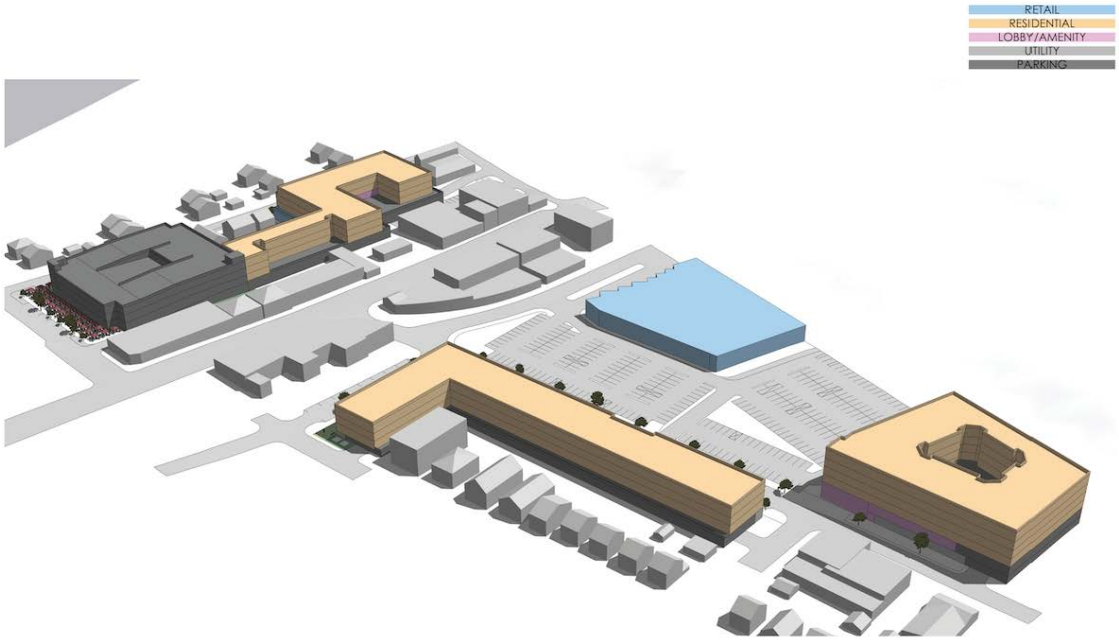


B. Concept Plan Site Plan

1. Concept Site Plan *(Illustrations below are conceptual in nature only)*

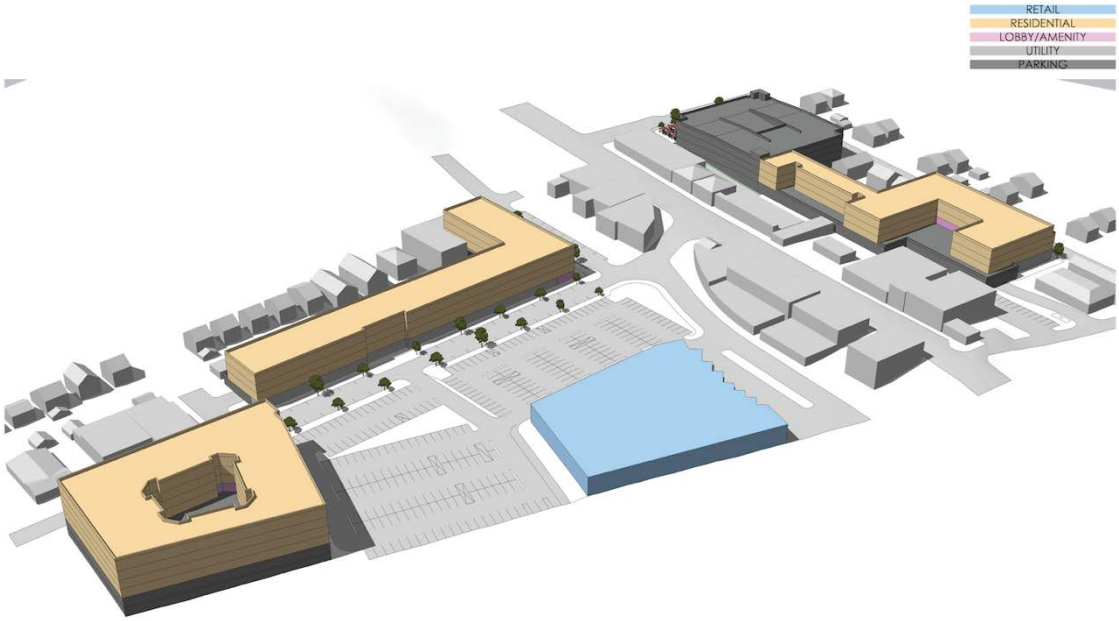
C. Concept Massing Plan

1. Concept Massing Plan *(Illustrations below are conceptual in nature only)*



CONCEPTUAL MASSING PLAN (VIEW A)

CONCEPTUAL MASSING



CONCEPTUAL MASSING PLAN (VIEW B)

CONCEPTUAL MASSING

D. Permitted Principal Uses

1. Cedar Lane North Subdistrict
   a. Dwelling, Multifamily.
   b. Public Community Space.
   c. Public Open Space.
   d. Structured Garage Parking as a principal use and that a portion of the parking spaces as specified herein are utilized for public Township purposes.
   e. Ground floor space for the use currently located in the existing Block 707, Lot 2 on the tax map of Teaneck at the time of this Redevelopment Plan adoption. In the event that the existing tenant does not occupy the space, use as parking, amenity space and/or Municipal space as defined in this Plan.
   f. Any combination of the above uses permitted in a mixed-use structure. Multiple principal / accessory building uses and structures shall be permitted on one lot.
2. American Legion Drive East Subdistrict
   a. Dwelling, Multifamily.
   b. Public Open Space.
   c. Retail use, limited to the parcels associated with the existing Supermarket.
   d. Surface parking as a principal use in that it serves an associated lot within the same subdistrict that contains a principal use above.
   e. Any combination of the above uses permitted in a mixed-use structure.
3. American Legion Drive West Subdistrict
   a. Dwelling, Multifamily.
   b. Public Open Space.
   c. Any combination of the above uses permitted in a mixed-use structure.

E. Accessory Uses (All Districts)

1. Structured Garage Parking.
2. Surface Parking.
3. Any other uses determined to be customary or incidental to permitted principal uses including but not limited to indoor and outdoor residential amenities and mechanical/utility areas.

F. Accessory Uses for Retail Use in the American Legion Drive East Subdistrict:

1. Shopping cart corrals, which may be covered or open, with identifying logo, design and signage.
2. Outdoor display of merchandise.
3. Outdoor lockers for customer pickup, with identifying signage.
4. Interior home delivery storage areas, order fulfillment areas, and designated parking spaces for delivery vehicles.
5. Bank within store.
6. Food and beverage retailer within store (coffee, baked goods, sandwiches, etc.) and associated indoor and outdoor seating areas.
7. Propane tank exchange, e.g., Blue Rhino.
8. Electric vehicle charging stations.
9. Solar energy systems.
10. Customary and incidental uses.

G. Prohibited Uses

1. Any other uses not specifically permitted by this Redevelopment Plan.

H. Affordable Housing Requirements

Any multi-family residential development, including the residential portion of a mixed-use project, shall be consistent with the Low- and Moderate-Income requirement of the June 16, 2025 Housing Element and Fair Share Plan. Such plan requires a maximum inclusionary requirement of fifteen percent (15%). Any otherwise applicable non-residential development fee shall not apply to any parking area/structures in this Plan, public community spaces in this Plan, or the potential use specified in the Cedar Lane North District of this Plan. Unless otherwise conflicting by the June 16, 2025 Housing Element and Fair Share Plan, requirements per Article VI shall apply.

I. Area, Bulk + Density Requirements

Standard	Cedar Lane North*	American Legion Drive East*	American Legion Drive West
Tract Area (Min.)	2.5 Acres	1.00 Acres	1.4 Acres
Front Setback (Min.)	▪ 10FT (Beverly Rd) ▪ 25FT (Garrison Ave) ▪ 100FT (Windsor Rd) ▪ 80 FT (Cedar Lane)	10 FT (Any Frontage)	▪ 10 FT (American Legion Dr)*** ▪ 10 FT (Alma Terrace) ▪ 10FT (Chestnut Ave) ▪ 10FT (North St)***
Side Setback (Min.)	3FT where yard may be reduced to 0FT along the southern and/or eastern property line	10 FT**	10 FT
Rear Setback (Min.)	N/A	10 FT**	10 FT
Coverage (Max.)	▪ 85% (Building) ▪ 95% (Improved)	▪ 85% (Building) ▪ 95% (Improved)	▪ 85% (Building) ▪ 95% (Improved)
*Building Height (Max.)****	▪ Garage Structures: 3 Stories / 40 FT from the average grade along the Garrison Ave frontage to the roof structure , where a 4th story elevator / stair bulkhead is permitted at the corner of Garrison Ave and Beverly Rd. Such elevator/stair is exempted and may extend an additional 18FT in height from the maximum building height ▪ All Other Structures: 4 Stories / 50 FT from the average grade to the roof structure	6 Stories / 72 FT from the average grade to the roof structure	4 Stories / 50 FT from the average grade to the roof structure
Density (Max.)	96 Units	128 Units	94 Units

* For the purposes of zoning, the Cedar Lane North and American Legion East Districts shall be considered entire "tracts" and the bulk and density requirements shall be applied to the entire tracts, regardless of whether subdivision occurs within said tracts. For example, the approval of a subdivision shall not create any bulk or density variance condition.

**Existing Supermarket building structure shall be exempt from the setback so long as there is no building addition proposed.

All lands under the Supermarket's Control are treated as a single tract for zoning purposes.

***At the corner of North Street and American Legion Drive the setback may be reduced to 5' along the curved property line, so long as a sight triangle per AASHTO complies with Board Engineer satisfaction.

****Appurtenances are permitted above building at a maximum of 18FT.

J. Parking, Driveway + Loading Requirements

Specific parameters of parking, driveway and loading space operations may be addressed as negotiated as part of a Redevelopment Agreement(s) with the Township of Teaneck.

1. Parking

   a. The following off-street minimum parking space ratio shall be required:

      i. Residential Unit:

         1) Cedar Lane North District: 1.0 spaces per unit.

         2) American Legion Drive East District: 1.33 spaces per unit[2].

         3) American Legion Drive West District: 1.5 spaces per unit (inclusive of on-street spaces as described below)[3].

      ii. Public Community Space: 1 space per 1,000 SF (May be included in public parking garage allocation)

      iii. Supermarket:

         1) 1 space per 275 square feet of building floor area, including accessory uses (meaning that no separate parking calculation is required for bank, food and beverage retailer, outdoor display, etc.), but excluding floor area devoted to interior home delivery storage and order fulfillment (meaning that these areas do not have a parking requirement).

         2) 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.

      iv. Re-Located Use from Block 707, Lot 2: 3 spaces per 1,000 SF.

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[2] In the event the parking ratio is not met, the Redeveloper shall reduce the number of residential units in order to comply with the parking ratio.

[3] In the event the parking ratio is not met, the Redeveloper shall reduce the number of residential units in order to comply with the parking ratio.

b. The following public parking spaces minimum shall be required:

i. Cedar Lane North District: 450 spaces open to the public

ii. All Districts:

1) Township Code § 36-12 may be amended 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; (iv) Alma Terrace, both sides, between American Legion Drive and Chestnut Avenue; (v) Garrison Avenue, East side between Beverly Road and Cedar Lane; and (vi) Beverly Road, South side between Garrison Road and Windsor Road.

2) Thirty-six (36) parallel parking spaces shall be provided, on both sides of American Legion Drive (between Alma Terrace/Water Street and North Street) and/or Alma Terrace, between American Legion Drive and Chestnut Avenue, with each space having a minimum dimension of eight (8) feet in width and twenty-two (22) feet in length. Such parallel parking spaces shall be available for use free of charge, unrestricted, and shall not require a permit.

3) If the number of parallel parking spaces along American Legion Drive (both sides), between Alma Terrace/Water Street and North Street, and/or Alma Terrace (both sides) between American Legion Drive and Chestnut Avenue, 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 minimum required 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 American Legion Drive West District shall be reduced accordingly to maintain the specified parking ratio of 1.5 spaces per dwelling unit as set forth above.

4) During any times when the 36 on-street parallel parking spaces which may be counted toward meeting minimum parking requirements, are fully occupied or their use is restricted (e.g., during a snow or other emergency), Redeveloper 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 the supermarket parking lot.

c. All required on-site parking spaces must be a minimum of 9 feet wide x 18 feet deep except for handicapped spaces. In the Beverly/Garrison Redevelopment Area only, up to fifteen percent (15%) of the spaces may be compact with minimum dimensions of eight feet by 16 feet.

d. Bicycle Parking: A minimum of one bicycle parking space shall be provided for every 3 residential units. A minimum of 50% of provided bicycle parking spaces shall be located internally.

e. Existing parking spaces located on public streets will not count towards meeting minimum parking requirements, with the exception of on-street parking spaces on American Legion Drive between Alma Terrace/Water Street and North Street, and/or on Alma Terrace between American Legion Drive and Chestnut Avenue, which shall count toward minimum parking requirements for American Legion Drive West residential development.

f. Electric vehicle charging infrastructure shall be provided in accordance with the requirements of P.L. 2021, c.171 and the Electric Vehicle Infrastructure Ordinance in Chapter 33, Article VII.

2. Vehicular Aisle Widths:

a. Driveway Aisle Widths: 20 feet (Minimum)

b. Parking Aisle Widths (Public Garage/ Surface Lots): 24 feet (Minimum)

c. Parking Aisle Widths (Residential Use): 22 feet (Minimum)

d. Cartway width along Beverly Road may be reduced to 22 feet to allow for on-street parking on the south side of the street.

3. Access in American Legion Drive West District: Vehicular access shall be from Alma Terrace, Chestnut Avenue, and North Street only; no vehicular access shall be permitted from American Legion Drive.

4. Loading

a. One (1) loading space minimum shall be required per Subdistrict.

b. Existing Supermarket Loading spaces are permitted as of the adoption of this Redevelopment Plan.

c. Loading space for the residential buildings shall be located within the property and outside the public right-of-way.

d. Loading spaces shall be a minimum of 10FT wide x 20FT long and within 50FT of a building entrance.

e. Existing loading spaces located on public streets shall not count towards meeting minimum loading requirements laid out in this Redevelopment Plan.

K. Building + Architectural Design Standards for Residential Development

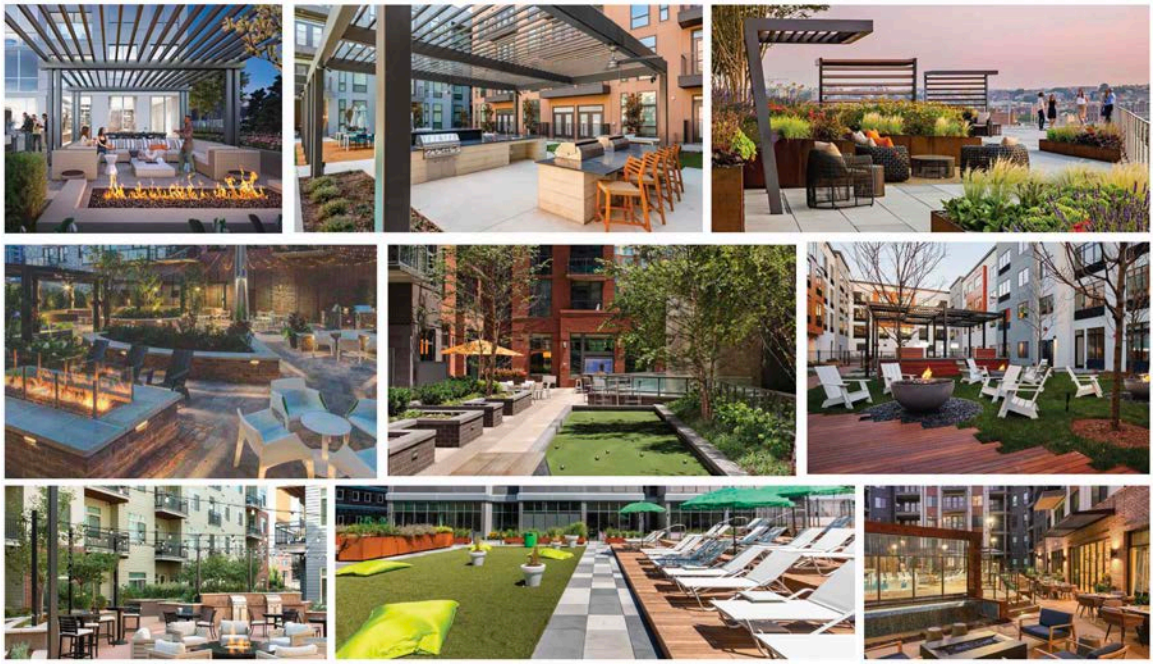
1. Concept Elevations, Amenity and Interior Spaces: Design of all residential building facades and amenities in the subdistricts shall be informed by the conceptual renderings below:

a. Beverly Road Elevation (Entire Frontage):

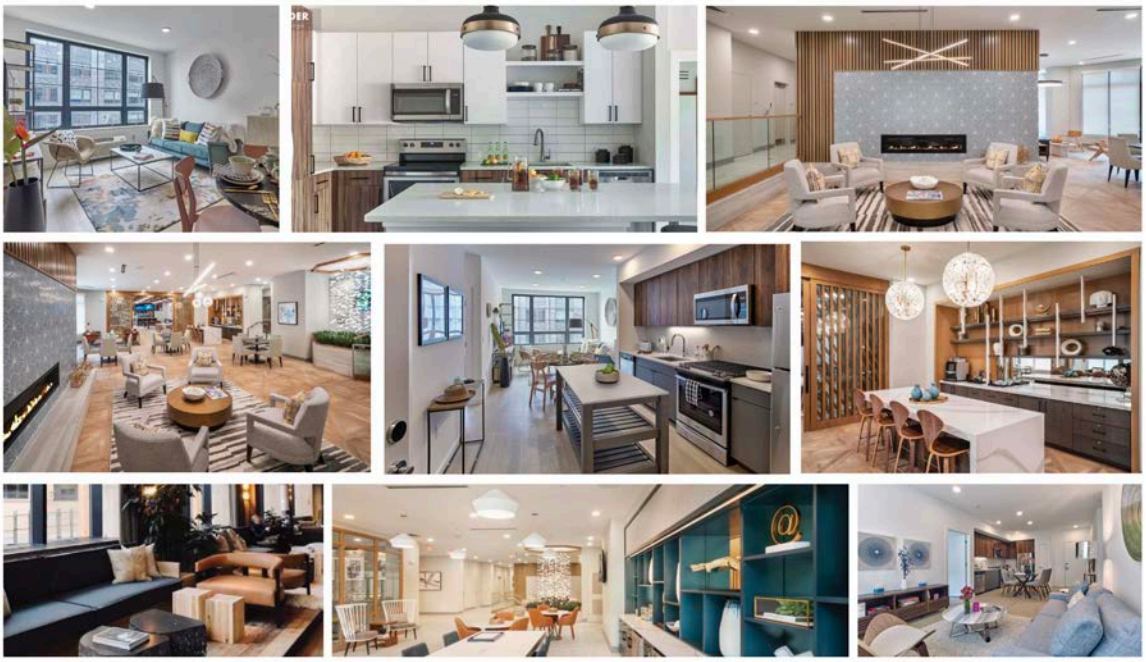
b. Beverly Road Elevation (Residential Portion - Left):

c. Beverly Road Elevation (Garage Portion - Right):

d. Amenity Spaces (Theme Imagery):



e. Interior Spaces (Theme Imagery):



1. Building Materials
    a. Required Building Façade Materials:
        i. High-quality masonry such as brick, brick veneer, stone, natural stone veneer. Garage structures may be permitted precast panels, metal mesh panel or decorative grille.
        ii. Fiber cement siding and panel.
        iii. Metal panels.
        iv. Anodized aluminum cladding.
        v. Storefront window framing, and glass.
    b. Prohibited Material Regulations:
        i. Stucco, EIFS, and polymer-based faux veneer stone are prohibited.
        ii. No more than 3 different primary materials should be employed within each bay.
    c. Required Garage Screening:
        i. Where a garage extends to a street facing facade, the facade shall be broken down into a series of vertical bays. Within each bay, the garage should have regularly-spaced punched openings that echo or relate to the placement and pattern of windows in the residential towers above.
        ii. Garage openings may be fitted with a high-quality metal mesh panel or decorative grille. Any grillwork or mesh panels used should have a high level of visual permeability so as to permit visibility into the garage. Grillwork and mesh panels should be recessed relative to the surrounding facade. Chain link is prohibited.
        iii. Unless explicitly permitted in this Redevelopment Plan, R-MO3 standards enumerated within § 33-18(e)(3)g shall apply to the Redevelopment Area.
    d. Articulation + Application of Materials:
        i. The material palette, level of detail, and architectural style should generally be the same on all street-facing building facades.
        ii. Within the chosen primary materials, variation in color, texture, and/or pattern may be employed to create further distinctions.
        iii. Vertical Articulation: Any street-facing facade shall be divided into distinct sections, each not to exceed 100 feet wide, in order to create variety along the street. The following techniques should be applied:

1) Awnings or canopies over ground floor entrances.

2) Differentiation between vertical components, as follows:

   i. Materials

   ii. Masonry details

   iii. Color changes

   iv. Fenestration changes

   v. Inclusion of pre-cast or masonry details to define columns, piers and keystones

   vi. Decorative gutters, downspouts and scuppers

3) Changes in materials, color, texture, or pattern that occur across a vertical line should be extended around corners and extensions to a logical vertical break in plane, in order to avoid a "pasted on" appearance.

iv. Build-to-Line-Occupancy:

1) Beverly Road Elevation: On the residential portion of the building, no more than 70% of the building face shall occupy the maximum build to line defined as the required setback along Beverly Road. A minimum of 30% of the building facade will be required to be setback a minimum of 16 FT from the property line. At least 50 FT of this required setback shall be at the center of the residential portion of the building façade along the frontage.

v. Horizontal Articulation:

1) Generally, all buildings shall incorporate elements that divide façade planes and create a visual play of light and shadow. Long, uninterrupted horizontal façades are prohibited.

2) Horizontal rhythm may be created using the following design elements:

   i. Building projections

   ii. Stepbacks

   iii. Uniformity and/or variety in fenestration patterns.

   iv. A bay window

   v. A change in building materials that correspond to a change in the façade plane

   vi. Differentiated lighting fixtures or similar architectural elements

vii. Landscape features such as trellises, trees, or other landscape features

viii. Shifting façade planes

3) Rooflines shall be modulated with the remainder of the façade and can be used as an effective horizontal rhythm technique. For flat roofs or façades with a horizontal eave, fascia, or parapet, the roofline shall correspond with the modulation of the primary façade.

4) Changes in materials, colors, texture, or pattern that occur across a horizontal line should be marked by a change in plane, dimensional band or belt cornice, a recessed channel, or similar horizontal feature.

2. Canopies and Awnings

   a. Canopies and awnings shall be permitted in all setback areas and should be constructed with building material complimentary to the building.

3. Stepbacks

   a. Beverly Road Elevation: At the 4th Story, a 20FT stepback from the property line shall be required on the residential building portion.

4. Fenestration

   a. Street-level facades of lobby or commercial uses shall have a high proportion of glazing, between 50 and 75 percent. All other ground floor street facing facades shall have a glazing proportion of at least 40 percent.

   b. Windows should occupy at least 25 percent of the facade area of each of the street facing upper floors (i.e. floors that are above the street-level floor as defined for each street).

   c. Areas of blank, windowless wall shall not exceed 10 feet in width on all street-facing upper floors.

5. Upper Roof Decks

   a. Access to roof decks shall be limited to tenants and their visitors.

   b. Rooftop decks shall not exceed 20% of the rooftop area.

   c. Rooftop decks shall be set back a minimum of 10 feet from all facades, with the exception of rooftop decks located in step backs.

d. Roof decks shall be designed in an attractive manner that will not detract from adjacent uses, and will prevent nuisance and safety issues. Design of the rooftop must utilize all reasonable efforts to minimize the effect of noise and light on adjacent properties and the street.

e. No lighting shall be placed more than 12' above the deck of the flat roof. Lights must be turned off when roof deck is not in use.

f. There shall be at no time permitted any television or video or electric screens or displays and no live entertainment, music, speakers, or public address system shall be permitted on the rooftop. The rooftop must be maintained as a quiet, relaxed environment.

g. Roof decks may be utilized between the hours of 7:00 am and 10:00 pm.

6. Courtyards

a. Courtyards may be located above a parking/ ground floor podium.

b. Access to courtyards shall be limited to tenants and their visitors.

c. Courtyards shall be designed in an attractive manner that will not detract from adjacent uses, and will prevent nuisance and safety issues. Design of the courtyard must utilize all reasonable efforts to minimize the effect of noise and light on adjacent properties and the street.

d. No lighting shall be placed more than 12' above the courtyard of the flat roof. Lights must be turned off when roof deck is not in use.

e. Courtyards may be utilized between the hours of 7:00 am and 10:00 pm.

7. Sustainability

a. Sustainable design strategies and materials are encouraged. Sustainable design strategies shall include at least 2 of the following elements:

i. Low VOC paints, stains, and building materials

ii. Double or triple paned windows

iii. LED lighting

iv. Low Flow Water Fixtures

v. Energy Star Fixtures

vi. Water harvesting for on-site irrigation (greywater systems)

vii. Building materials comprised of recycled or locally sourced materials

viii. Solar screening

ix. Green stormwater infrastructure (i.e. bioswales and rain gardens)

x. Permeable pavement

L. Signage

1. Signage shall comply with the following requirements:[4]

Standard	Requirement
Residential Façade Signs	Quantity: 1 Sign per Façade Area: 50 SF (Max.)
Re-located Use Façade Signs	Quantity: 1 Sign per Tenant per façade Area: 30 SF (Max.)
Projection of Façade Signs	12 IN (Max.)
Illumination of Sign	External illumination Backlit illumination
Sign clearance above grade	12 FT (Min.)
Monument/ Freestanding Signs	1 per sub-district

2. Signage for Supermarket Use Only shall be subject to the following requirements:

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 Signs

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.

3. Directional signs with business name and logo permitted at driveway entrances, up to 9 square feet per side of each sign.
4. 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.
5. 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.
6. Freestanding and directional signs not subject to setback or under clearance requirements.
7. Temporary banner signs are permitted, provided they do not exceed 200 square feet in area and a 12-inch projection. All temporary banner signs shall be reviewed and approved by the Planning Board for appropriate building placement and shall be designed and located to be least intrusive. No temporary banner sign may remain in place for a period exceeding 18 months.

M. Municipal Space Standards [5]

1. A Municipal Space room is required within the Cedar Lane North District. Refer to the definition of Municipal Space in Appendix C.
2. The Municipal Space shall include exterior entrances that allow access without entering the main building and shall be open for public use.

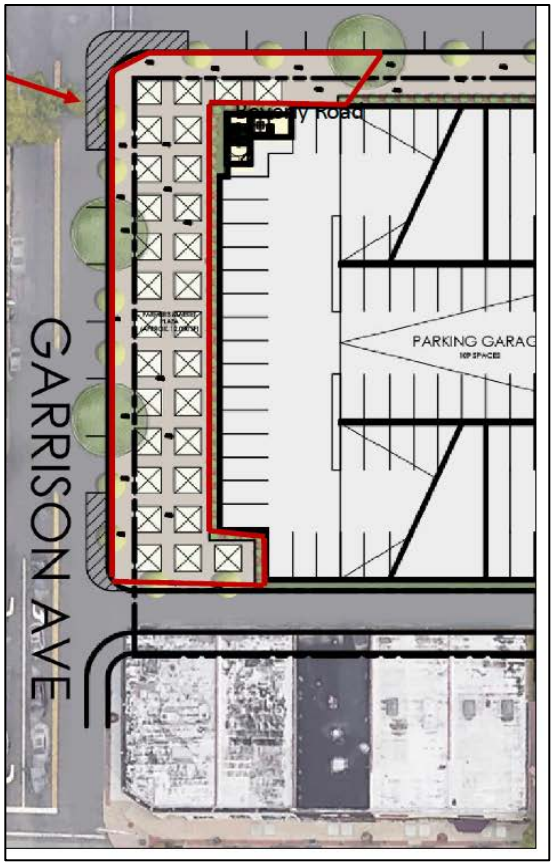
[4] Does not pertain to Supermarket Use.

[5] Does not apply to Supermarket Use.

N. Public Open Space, Streetscape, Landscaping + Lighting Standards[6]

1. Open Space Concept Plan *(Illustrations below are conceptual in nature only).*

Cedar Lane North District (Farmer Market Plaza):



American Legion Drive West District (Parklet):

2. Public Open Space Standards: Specific parameters of public open space operations may be addressed within Redevelopment Agreement(s).

[6] Does not apply to Supermarket Use, with the exception of paragraph 4b.

3. Street Trees
    a. Pollution resistant street shade trees are to be planted along the street, at regular intervals pending species type, 30′ on center if a small street tree with a canopy spread up to 30′ or spaced at 40′ on center intervals if a medium or large tree with a canopy spread above 30′. Trees shall be a minimum of two-and-a-half (2.5) inches in diameter at breast height.
    b. Brick or Belgian block pavers at the perimeter of tree pits are encouraged.
    c. Raingardens and/or bioswales in tree pits are encouraged.
    d. Tree irrigation bags must be installed and maintained for at least six months after planting.
    e. Unless otherwise specified, Chapter 37: Trees and Shrubs shall apply.
    f. Specific parameters of long-term street tree maintenance may be addressed within Redevelopment Agreement(s).
4. Landscaping and Buffering
    a. All driveways and paths shall be buffered on both sides by landscaping at least three feet wide. Trees shall be planted to provide shade coverage over at least 20% of all paved areas. Service Alleys servicing Cedar Lane businesses are exempt.
    b. **American Legion Drive East District:** A wall or berm, or a landscaped separation having a minimum width of five (5) feet shall be required between the sidewalk and the off-street parking spaces located on the American Legion Drive East District. 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.
5. Lighting
    a. Lighting shall be between 1-3fc at all sidewalks, parking area and driveways.
    b. Lighting shall not exceed 0.5fc at any property line.
    c. No exterior light source, including fixtures not mounted on the primary structure, shall be mounted higher than 12 feet measured from the actual grade immediately beneath the light source.

d. No flashing, laser, searchlight, strobe, tracing, pulsating, or neon exterior lighting is permitted.

e. All new exterior site and building lighting shall be selected to minimize glare, light trespass, and light pollution, particularly with regards to adjoining residential neighborhoods.

f. Lighting fixtures shall be selected from the International Dark Sky Association's Fixture Seal of Approval Program, which specifies fixtures that are directionally downcast, full-cutoff, and that have a warm color temperature.

6. Sidewalks + Pedestrian Crossings

a. A public sidewalk shall be provided along every street which borders a property within the Redevelopment Area, on the side or sides of the street which borders a property within the Redevelopment Area.

b. A dedicated pedestrian zone along any public sidewalk shall be provided and will have a minimum unobstructed width of eight (8) feet within the public right-of-way.

c. Private sidewalks within the property may be reduced to a minimum of four (4) feet wide. Where sidewalks are adjacent to head-on vehicle parking, the minimum sidewalk width shall be six (6) feet.

d. Tactile pavers shall be installed to the same standards required by ADA at the base of public sidewalk curb ramps.

e. Where pedestrian pathways cross vehicular aisles or driveways, crosswalks shall be provided with textured pavement, pavers, or raised pavement with adequate striping.

f. Unless otherwise specified, Chapter 32: Streets and Sidewalks shall apply.

O. Utility + Stormwater Standards for New Development

1. Utilities

a. Utilities (e.g. transformers, generators, meters, hot boxes, HVAC etc.) shall be placed within the property lines and sufficiently screened from public right-of-way.

b. All meters shall be screened so as not to be visible from the public right-of-way.

c. Utility distribution supply lines and service connections shall be underground where permitted by local utility.

2. Refuse Collection

a. All buildings shall provide an interior refuse area sufficient to accommodate all trash and recycling generated on-site between collections. Existing Supermarket is exempt from this standard.

3. Stormwater

a. See "Project Infrastructure" requirement in Section 5 of this Redevelopment Plan.

b. Unless otherwise specified, Stormwater management shall only be required under this plan if also required by NJDEP.

P. Access + Circulation Analysis[7]

Redeveloper(s) shall conduct a Traffic Impact Study for any proposed redevelopment project within the Redevelopment Area, which shall be submitted to the Township Zoning Subcommittee during Consistency Review for conformity with this Plan prior to filing a site plan application. This study shall be reviewed as part of the Redeveloper Agreement process.

The traffic study shall conform with applicable public standards by the Institute of Transportation Engineers. The primary purpose of the traffic study is to determine whether additional infrastructure improvements will be necessitated by redevelopment of the Area, including but not limited to the improvement of both the pedestrian-friendliness and pedestrian safety. The traffic study shall include any improvements required in connection with implementation of the Plan and shall be addressed in a Redevelopment Agreement to be executed by designated Redeveloper(s) and the Township.

This study shall include, but shall not be limited to, an assessment of existing off-site features within the traffic study area (as defined below):

a. Traffic control devices
b. Pedestrian crossings and sidewalks
c. Geometries of existing and proposed rights-of-way
d. Off-street and on-street loading areas
e. On-street parking
f. Interaction with nearby driveways, alleyways, and access points

The following intersections shall be included within the required traffic study:

a) Cedar Lane and Garrison Avenue
b) Cedar Lane and Windsor Road
c) Cedar Lane and Front Street
d) Beverly Road and Garrison Avenue
e) American legion Drive and Alma Terrace / Water Street
f) American legion Drive and North Street

Section 5: Administration

A. **Validity of Plan:** If any section, subsection, paragraph, division, subdivision, clause, or provision of this Plan shall be deemed by a court of competent jurisdiction to be invalid, such part(s) shall be severed and the invalidity thereby shall not affect, impair, or invalidate the remainder of the Plan.

B. **Computations:** When a numerical calculation of zoning standards for a particular Lot results in a fractional number, such numbers shall be rounded down to the next whole number for fractions less than .500 and rounded up for fractions .500 and above.

C. **Other Actions by the Township of Teaneck in Furtherance of the Plan:** Other actions may be taken by the Township of Teaneck in its sole discretion, to further the goals of the Plan. These actions may include, but shall not be limited to, provisions for public infrastructure necessary to service new development and vacation of public utility easements and other easements and rights-of-way as may be necessary for redevelopment. The costs for such actions shall be borne by the designated redeveloper(s).

D. **Municipal Designation – Redevelopment Agreement:**

Usage of the word "Developer": Anytime the word "developer" is utilized in this Redevelopment Plan, the same shall mean the redeveloper that is designated by the Township of Teaneck Council in accordance with this Redevelopment Plan and the LRHL.

Standing before Planning Board: Only the redeveloper designated by the Township of Teaneck by resolution of the Teaneck Council and having executed a Redevelopment Agreement with the Township of Teaneck may proceed to implement the redevelopment projects set forth in this Redevelopment Plan before the Planning Board.

In order to assure that the vision of this Redevelopment Plan will be successfully implemented in an effective, comprehensive, and timely way, and in order to promptly achieve the public purpose goals of the Plan, the Teaneck Council will select the redeveloper in all areas governed by this Redevelopment Plan. Any party not specifically designated as the "redeveloper" as set forth above shall not have the standing to proceed before the Planning Board for site plan approval. However, notwithstanding any other provision of this Redevelopment Plan, the owner or the operator of the supermarket or the supermarket property shall not be required to be designated as Redeveloper, and shall not be required to enter into a

[7] Does not apply to Supermarket Use.

Redevelopment Agreement, prior to seeking approval for any modifications to the Supermarket parcel, and an application for any such modifications shall not be considered a Redeveloper Application. The supermarket shall be subject only to those provisions pertaining to application procedures and requirements contained in the Township's Development Regulations.

Procedural Standards for Redeveloper Applications: The designated redeveloper will be required to execute a Redevelopment Agreement satisfactory to and authorized by the Teaneck Council. Upon request of the Town, the designated redeveloper shall submit the following items:

1. Conceptual plans and elevations sufficient in scope to demonstrate that the design approach, architectural concepts, land uses, parking, traffic circulation, flood mitigation, landscaping, open space, construction schedule, including estimated pre-construction time period to secure permits and approvals, and other elements are consistent with the objectives and standards of this Redevelopment Plan.

2. Documentation evidencing the financial responsibility and capability of the proposed redeveloper with respect to carrying out the proposed redevelopment, including but not limited to: type of company or partnership, disclosure of ownership interest, list of comparable projects successfully completed, list of references with name, address and phone information, list of any general or limited partners, financing plan, and financial profile of the redeveloper entity and its parent, if applicable.

3. A Traffic Impact Study.

4. Stormwater Management Plan / Drainage Plan.

5. A Construction Phasing Plan.

6. Required escrows to the Township of Teaneck.

7. Additional submission materials may be requested as deemed appropriate to the particular project sites.

E. **Approval Process:** All submission documents shall be submitted to the Township Zoning Subcommittee for Consistency Review. Thereafter, upon designation by the Teaneck Council as a Redeveloper, all development applications shall be submitted to the Planning Board through the site plan and subdivision procedures as outlined in N.J.S.A. 40:55D-1 et seq. The Planning Board shall deem any application for redevelopment for any property subject to this Redevelopment Plan incomplete if the applicant has not been designated by the Teaneck Council as a redeveloper(s) and a Redevelopment Agreement has not been fully executed[8].

All projects within the Redevelopment Area shall require site plan or subdivision approval by the Planning Board in the normal course. The Planning Board may request additional reasonable analyses and information as is required to make a decision. All submissions shall meet design standards enumerated in this Redevelopment Plan and indicate any deviations from this Redevelopment Plan.

F. **Deviations[9]:** The Planning Board may grant deviations from the regulations contained within this Plan where, by reason for exceptional narrowness, shallowness, or shape of a specific piece of property, or by reason of exceptional topographic conditions, preexisting structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk, or design objective or regulation adopted pursuant to this Redevelopment Plan would result in peculiar practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Plan would be advanced by a deviation from the strict requirements of this Redevelopment Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of this Redevelopment Plan. An application for a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accord with the requirements of public notice as set forth in NJSA 40:55D-12. a. and b. Notwithstanding the above, any changes to the uses permitted in this Redevelopment Area, or any other deviation requiring a "d" variance or any deviation with respect to height of a principal structure shall be permitted only by means of an amendment of the Redevelopment Plan by the Teaneck Council.

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[8] The Supermarket shall be subject only to those provisions pertaining to application procedures and requirements contained in the Township's Development Regulations.

[9] No deviations from the parking ratios to be permitted in American Legion Drive Districts.

G. **Approvals by Other Agencies:** The redeveloper shall be required to provide the Township of Teaneck with copies of all permit applications made to federal, state, and county agencies upon filing such applications, as will be required by the Redevelopment Agreement to be executed between the redeveloper and the Township of Teaneck.

H. **Severability:** The provisions of this Plan are subject to approval by Ordinance. If a Court of competent jurisdiction finds any word, phrase, clause, section, or provision of this Redevelopment Plan to be invalid, illegal, or unconstitutional, the word, phrase, clause, section, or provision shall be deemed severable, and the remainder of the Plan and implementing Ordinance shall remain in full force and effect.

I. **Adverse Influences:** No use or reuse shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

J. **Non-Discrimination Provisions::** No future covenant, lease, conveyance or other instrument shall be effected or executed by the Township of Teaneck or by a developer or any of their successors or assignees, whereby land within the Area is restricted by the Township of Teaneck, or the developer, upon the basis of race, creed, color, national origin, ancestry, sexual orientation, gender identity, marital status, or gender in the sale, lease, use or occupancy thereof. Appropriate covenants, running with the land in perpetuity, will prohibit such restrictions and shall be included in the disposition instruments. There shall be no restrictions of occupancy or use of any part of the Area on the basis of race, creed, color, national origin, ancestry, sexual orientation, gender identity, marital status, or gender.

K. **Redevelopment Actions:** The Township of Teaneck shall have such powers and duties as set forth in the LRHL and as may be conferred by this Plan, including, but not limited to, the authority to acquire real property without eminent domain, to relocate residents and businesses, to designate redevelopers, to establish clear terms and conditions for redevelopment through the negotiation, execution, and administration of redevelopment agreements, and to do such other things as permitted by law.

L. **Relocation Requirements:** Implementation of this Plan may require the displacement and relocation of businesses located within the Redevelopment Area. At the time of property acquisition, the actual extent of displacement will be confirmed, and if it is necessary, a Workable Relocation Assistance Plan will be prepared and submitted to the New Jersey Department of Community Affairs for approval. The Township of Teaneck will comply with the requirements of the New Jersey State relocation statutes and regulations as applicable and will provide all benefits and assistance required under applicable law.

M. **Escrows:** At a minimum, the Redevelopment Agreement shall provide that the redeveloper shall be responsible to post sufficient escrows to cover any and all costs of the Township of Teaneck and the professional consultants retained by the Township of Teaneck to negotiate the Redevelopment Agreement, undertake any studies in connection with the project, review the proposed redevelopment project and advise the Township of Teaneck on any and all aspects of the redevelopment process and as otherwise set forth in the Redevelopment Agreement.

N. **Project Infrastructure:** The redeveloper, at the redeveloper's cost and expense, shall provide all reasonably necessary engineering studies for, and construct or install all on- and off-site municipal infrastructure improvements and capacity enhancements or upgrades to traffic control measures, water service, sanitary sewer service, stormwater management, and flood mitigation measures to the project or required due to the impacts of the project, in addition to all required tie-in or connection fees. The redeveloper shall also be responsible for providing, at the redeveloper's cost and expense, all sidewalks, curbs, streetscape improvements (street trees and other landscaping), street lighting, and on- and off-site traffic controls and road improvements for the project or required due to the impacts of the project.

O. **Other Infrastructure Upgrades**: The Township of Teaneck has committed to improving drainage in the Belle Avenue area between Beatrice Avenue and Beverly Road. The Township prepared the Belle Avenue Area Drainage Study, dated April 5, 2022, prepared by FasTech, which proposed stormwater detention systems within Sagamore Park and the Beverly Road municipal parking lot. A 187,000 gallon underground stormwater detention system constructed within Sagamore Park and a 25,000 gallon box culvert under the Beverly Road sidewalk have been constructed since publication of the Drainage Study. Additional improvements to stormwater drainage shall be required as part of a Redevelopment Agreement. Redeveloper shall contribute to the improvement effort as outlined herein, which will be further detailed in the Redevelopment Agreement. In coordination with the Township's effort to improve the issue, the scope of Redeveloper's off-site drainage improvements shall be focused on enhancing capacity and infrastructure within the Belle Avenue Drainage Area, specifically along Belle Avenue between Beverly Road and Clarmont Avenue. Redeveloper shall construct off-site drainage improvements to reduce flooding through hydraulic analysis by one of the following criteria: (a) a 10-15% improvement to the flow rate or flood storage during a 25-year rainfall storm event from existing to proposed conditions, (b) improvements designed and constructed to limit the height of any future flooding to below the height of the curbline within existing roadways, or (c) if neither (a) nor (b) above are reasonably feasible, an improvement to the existing stormwater drainage condition which would result in increased stormwater flow through the Cedar Lane North Subdistrict, to be approved in writing by the Township Engineer.

P. **Procedures for Amending the Plan:** This Plan may be amended from time to time upon compliance with the requirements of state law. A request for same may be submitted to the Teaneck Council. The Township of Teaneck reserves the right to amend this plan. The Township of Teaneck, at its sole discretion, may require an escrow deposit from the party requesting the amendments, so that the Township of Teaneck may prepare a study of the impact of such amendments, which study must be prepared by a professional planner licensed in the State of New Jersey and other additional professionals as may be required by the Township of Teaneck.

Q. **Redevelopment Plan Duration:** The provisions of this Plan specifying the redevelopment of the Redevelopment Area and the requirements and restriction with respect thereto shall be in effect until such time as the purpose of the Plan has been satisfied and the designated Redevelopment Area's need for redevelopment has been substantially alleviated.

R. **Certificates of Completion:** Upon final inspection and issuance of a certificate of occupancy by the construction official for all buildings and the release of all performance and maintenance bonds for improvements by the Township of Teaneck, the redeveloper may apply to the Township of Teaneck for issuance of a certificate of completion, which will release the redeveloper from any further obligation under the redevelopment agreement for that project.

S. **Land Use Map Amendments:** The adoption of this Plan or any amendments thereto shall automatically allow for any necessary modifications to the Official Zoning Map of the Township of Teaneck to ensure consistency between the two documents.

T. **Additional Superseding Provisions:** The standards contained within this Redevelopment Plan shall supersede any conflicting standards contained within the Development Regulations of the Township of Teaneck or other applicable municipal codes or ordinances.

U. **Terms + Definitions:** Any terms or definitions not addressed within this Plan shall rely on the applicable terms and conditions set forth in the Development Regulations of the Township of Teaneck per § 33-25(m)(2).

V. **Other Provisions:** This Redevelopment Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, improved public utilities, recreation and community facilities, and other public improvements. This Plan has laid out various programs and strategies requiring implementation in order to carry out the objectives set forth herein. This Plan lays out the proposed land uses and building requirements for the Redevelopment Area. The diagrams, images and other graphic representations provided in this Plan are intended to provide a framework for interpretation of the written standards and regulations contained herein. Nothing in this Redevelopment Plan shall preclude the partial redevelopment of a Block depicted in such diagrams, images, or other graphic representations, provided that such subdivision or resubdivision and partial redevelopment of a Block is fully in conformance with the written standards and regulations contained herein. Pursuant to the provisions of the LRHL, the RAB Law and other applicable law, the Township of Teaneck is authorized to issue bonds, and in anticipation thereof, bond anticipation notes, to fund any of the redevelopment project improvements described herein, including but not limited to, acquisition of land, construction and/or renovation of municipal facilities, water, sewer, roadway, parking and pedestrian infrastructure, and any other public improvements as necessary to effectuate such redevelopment projects. The Mayor or Business Administrator are hereby authorized to execute and deliver, on behalf of the Township of Teaneck, any agreements, contracts, or additional instruments for the purpose of effectuating the issuance of such bonds and bond anticipation notes.

W. **Settlement Agreement:** All provisions contained within Section E of the Settlement Agreement annexed as Appendix D are hereby Incorporated Into this Plan.

Appendix A: Council Resolution of "Area in Need" Study

Resolution 87-2021 Meeting of April 13, 2021

TOWNSHIP OF TEANECK
BERGEN COUNTY, NJ

87-2021

DECLARING AND DETERMINING BLOCK 705, LOT 4.01 AND BLOCK 707, LOTS 1-5 AS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

WHEREAS, by Resolution No. 203-2020, adopted on September 22, 2020, the Township Council authorized Phillips Preiss Grygiel Leheny Hughes LLC, Planning and Real Estate Consultants, having their offices at 33-41 Newark Street, Third Floor, Suite D, Hoboken, N.J. 07030, to undertake professional planning services in connection with the potential redevelopment of properties located along American Legion Drive within the Township of Teaneck, including assisting the Planning Board in an investigation of whether the area is an area in need of redevelopment, and

WHEREAS, the Planning Board of the Township of Teaneck undertook a preliminary investigation as to whether the areas commonly known as the American Legion Drive Parking Lot and 719, 713, 699, 689 and 665 American Legion Drive, Teaneck N.J., being also known and designated as Block 705, Lot 4.01 and Block 707, Lots 1-5 as shown on the Tax Map of the Township of Teaneck, bordered by Water Street, Alma Terrace, American Legion Drive and North Street, should be designated as a non-condemnation area in need of redevelopment in accordance with the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, a public hearing thereon was held by the Planning Board on March 25, 2021, following the publication of a notice, once each week for two consecutive weeks, the last publication being not less than 10 days prior to the date set for the hearing, in The Record, of the time, date and place of the hearing before the Planning

Board, setting forth the general boundaries of the area to be investigated, and stating that a map, showing the boundaries of the proposed redevelopment area and location of the parcels included therein, along with a statement setting forth the basis for the investigation, as well as any supporting documentation, in accordance with N.J.S.A. 40A:12A-6(b)(1), are on file and available for public inspection at the Office of the Township Clerk, during regular business hours; and

WHEREAS, at said hearing the Planning Board heard and considered the testimony and the Area in Need of Redevelopment Investigation Report for Block 705, Lot 4.01 and Block 707, Lots 1-5, dated February 2, 2021, prepared by Phillips Preiss Grygiel Leheny Hughes LLC, Planning and Real Estate Consultants; and

WHEREAS, following such hearing, the Planning Board voted to recommend to the Township Council the designation of premises commonly known as the American Legion Drive Parking Lot and 719, 713, 699, 689 and 665 American Legion Drive, Teaneck N.J., being also known and designated as Block 705, Lot 4.01 and Block 707, Lots 1-5 as shown on the Tax Map of the Township of Teaneck, bordered by Water Street, Alma Terrace, American Legion drive and North Street, as a non-condemnation area in need of redevelopment; and

WHEREAS the Township Council has considered the recommendations of the Planning Board, the Area in Need of Redevelopment Investigation Report dated February 2, 2021, prepared by Phillips Preiss Grygiel Leheny Hughes LLC, Planning and Real Estate Consultants, comments from the public hearing before the Planning Board and any written objections received;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Teaneck, Bergen County, New Jersey, pursuant to N.J.S.A. 40A:12A-6 that

the Township Council hereby declares and determines that the premises commonly known as American Legion Drive Parking Lot and 699, 689 and 665 American Legion Drive, Teaneck N.J., being also known and designated as Block 705, Lot 4.01 and Block 707, Lots 3-5 as shown on the Tax Map of the Township of Teaneck, bordered by Water Street, Alma Terrace, American Legion drive and North Street, be designated as a Non-Condemnation Area in Need of Redevelopment pursuant to the following criteria set forth in N.J.S.A. 40A:12A-5:

> "d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community."

and that the premises commonly known as 719 and 713 American Legion Drive, Teaneck, N.J., being also known and designated as Block 707, Lots 1-2 as shown on the Tax Map of the Township of Teaneck, be designated as a Non-Condemnation Area in Need of Redevelopment pursuant to the following criteria set forth in N.J.S.A. 40A:12A-3

> "A redevelopment area may include lands, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part."

as more particularly set forth in the Area in Need of Redevelopment Investigation Report for Block 705, Lot 4.01 and Block 707, Lots 1-5, dated February 2, 2021, prepared by Phillips Preiss Grygiel Leheny Hughes LLC, Planning and Real Estate Consultants, and the recommendation of the Planning Board; and BE IT FURTHER

RESOLVED that the Township Clerk shall forthwith transmit a copy of the within Resolution to the Commissioner of Community Affairs for review; and BE IT FURTHER

RESOLVED that a copy of this resolution shall be placed on file in the Office of the Township Clerk and that the Township Clerk, within 10 days after the adoption hereof, shall serve a copy thereof upon the owner of each parcel of property within the area so designated according to the assessment records of the Township of Teaneck and to all persons at their last known address, if any, whose names are noted on the assessment records as claimants of an interest in any such parcels and to each person who filed a written objection thereto and stated, in or upon the written submission, an address to which notice of determination may be sent.

TOWNSHIP OF TEANECK
BERGEN COUNTY, NJ

148-2022

DECLARING BEVERLY ROAD BLOCK 819 LOT 1 AN AREA IN NEED OF REDEVELOPMENT

WHEREAS, by Resolution No. 312-2021, adopted on December 14, 2021, the Township Council of the Township of Teaneck authorized and directed the Planning Board of the Township of Teaneck to undertake a preliminary investigation to determine whether the areas identified as Block 819, Lots 1 (408 Beverly Road), 14 (824 Windsor Road), 16 (Beverly Road), 17 (821 Garrison Ave) each in the Township of Teaneck, may be determined to be non-condemnation areas in need of redevelopment in accordance with the criteria set forth in N.J.S.A. 40A:12A-5 and 40A:12A-6, which shall not authorize the Township of Teaneck to exercise the power of eminent domain to acquire any property within the delineated area; and

WHEREAS, a public hearing thereon was held by the Planning Board on April 14, 2022, following the publication of a notice, once each week for two consecutive weeks, the last publication being not less than 10 days prior to the date set for the hearing, in The Record, of the time, date and place of the hearing before the Planning Board, setting forth the general boundaries of the area to be investigated, and stating that an Area In Need of Redevelopment Investigation ("Area in Need Study") prepared by Keenan Hughes, AICP, PP from Phillips Preiss Grygiel Leheny Hughes LLC. dated March, 2022 and accompanying map, showing the boundaries of the proposed redevelopment area and location of the parcels included therein, along with a statement setting forth the basis for the investigation in accordance with N.J.S.A. 40A:12A-6(b)(1), and supporting documentation, are on file and available for public inspection at the Office of the Township Clerk, during regular business hours; and

WHEREAS, at said hearing the Planning Board heard and considered the testimony and Area in Need Study; and

WHEREAS, following such hearing, the Planning Board voted on April 14, 2022 to recommend to the Township Council the designation of areas identified as Block 819, Lots 1 (408 Beverly Road), 14 (824 Windsor Road), 16 (Beverly Road), 17 (821 Garrison Ave) , Teaneck, N.J., as non-condemnation areas in need of redevelopment; and

WHEREAS the Township Council has considered the recommendations of the Planning Board, the Area in Need Study, comments from the public hearing before the Planning Board and any written objections received;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Teaneck, Bergen County, New Jersey, pursuant to N.J.S.A. 40A:12A-6 that the Township Council hereby declares and determines that Block 819, Lots 1 (408 Beverly Road), 14 (824 Windsor Road), 16 (Beverly Road), 17 (821 Garrison Ave) , Teaneck, N.J., to be Non-Condemnation Areas in Need of Redevelopment pursuant to the following criteria set forth in N.J.S.A. 40A:12A-5 and 40A:12A-6:

> "d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community," [and]
>
> "h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation."

as more particularly set forth in the Area in Need of Redevelopment Investigation Report, dated March, 2022, prepared by Phillips Preiss Grygiel Leheny Hughes LLC, Planning and Real Estate

Consultants, and the recommendation of the Planning Board dated April 18, 2022; and BE IT FURTHER

RESOLVED that the Township Clerk shall forthwith transmit a copy of the within Resolution to the Commissioner of Community Affairs for review; and BE IT FURTHER

RESOLVED that a copy of this resolution shall be placed on file in the Office of the Township Clerk and that the Township Clerk, within 10 days after the adoption hereof, shall serve a copy thereof upon the owner of each parcel of property within the area so designated according to the assessment records of the Township of Teaneck and to all persons at their last known address, if any, whose names are noted on the assessment records as claimants of an interest in any such parcels and to each person who filed a written objection thereto and stated, in or upon the written submission, an address to which notice of determination may be sent.

Appendix B: Study Area Block and Lots

The following properties are included within the Redevelopment Area, as mentioned in the most recent tax records at the time of plan adoption.

BLOCK, LOT	ADDRESS PER TAX CARD
Block 705, Lot 4.01	American Legion Drive Parking Lot
Block 707, Lot 1	713 American Legion Drive
Block 707, Lot 2	719 American Legion Drive
Block 707, Lot 3	699 American Legion Drive
Block 707, Lot 4	689 American Legion Drive
Block 707, Lot 5	665 American Legion Drive
Block 819, Lot 1	408 Beverly Road
Block 819, Lot 14	824 Windsor Road
Block 819, Lot 16	Beverly Road
Block 819, Lot 17	821 Garrison Ave

Appendix C: Definitions

The following definitions supersede those found in the **Development Regulations of the Township.** For anything not defined within this Redevelopment Plan, the definitions found in § 33-3 of the **Development Regulations** shall continue to be applicable.

Municipal Space shall mean an enclosed, climate-controlled area within a building intended for use which will be managed by the Township. The space shall contain an area of not less than 1,000 square feet. The space may be used for recreational, social, educational and/or cultural activities, which will be managed by the Township. The facilities shall not include any living quarters.

Public Outdoor Space shall mean an outdoor space intended for public use and enjoyment. The space may be used for recreational, social, educational and cultural activities that is open to the public. For dimensionality requirements, public open space may include space within the public right of way between the property line and the curb.

Retail Sales shall mean establishment engaged in the sale or renting of goods or services directly to the general public for personal or household consumption, including supermarkets, grocery stores, general merchandise stores, apparel shops, bookstores, electronics retailers, and similar uses. Wholesaling shall not be included in the definition.

Structured Garage Parking shall mean a public or private structure or portion thereof composed of one or more levels or floors used exclusively for the parking or storage of motor vehicles. A parking structure may be totally below grade or either partially or totally above grade with those levels being either open or enclosed.

Supermarket shall mean a retail or wholesale store that sells a variety of food items which may include prepackaged and prepared food, produce, baked goods, meats and fish, as well as other convenience and household goods, including pharmacy and liquor.

Surface Parking shall mean an unsheltered paved piece of land used for the storage of automobiles.

Tract shall mean a contiguous area of land under a single zoning district/subdistrict (e.g. Cedar Lane North, American Legion Drive East, or American Legion Drive West) as defined in Section 4.A.

Appendix D: Settlement Agreement

FOR EXECUTION

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** ("**Agreement**") is entered into as of March 27, 2023 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

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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. <u>The Project</u>

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 "**<u>Project</u>**") and as depicted on the following plans (collectively referred to herein as the "**<u>Concept Plan</u>**"):

   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 **<u>Schedule A-1</u>** and **<u>Schedule A-2</u>**, 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 **<u>Schedule B-1</u>**, 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 **<u>Schedule B-2</u>**.

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. <u>Dismissal of the Action</u>

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. <u>American Legion Drive Redevelopment Plan</u>

1. The Parties shall work cooperatively to draft a mutually satisfactory redevelopment plan for the American Legion Drive Redevelopment Area (the "**<u>American Legion Drive Redevelopment Plan</u>**").

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; instead, a duly enacted amendment to the American Legion Drive Redevelopment Plan shall be required for deviations as to use or the height of a principal structure.

E. <u>Redeveloper Obligations</u>

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 deliver 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. <u>Township Obligations</u>

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. <u>Beverly/Garrison Redevelopment Area</u>

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. Eyerman Esq. LL.M., Dario, Albert, Metz, Eyerman 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. Tuvel, Esq., Prime & Tuvel, 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. Tuvel, Esq., Prime & Tuvel, 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. Tuvel, Esq., Prime & Tuvel, 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.

f. Schedule D: Agreement between Soka Gakkai International – USA and Stop & Shop, dated December 2, 2022.

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]

FOR EXECUTION

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

By: _____
Name: Guy Stutz
Title: V.P.
Date: 3/23/23

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

By: _____
Name:
Title:
Date:

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

By: _____
Name:
Title:
Date:

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

By: _____
Name:
Title:
Date:

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

By: _____
Name:
Title:
Date:

719 TEANECK, LLC,
a New Jersey limited liability company

By: _____
Name:
Title:
Date:

CROSSROADS COMPANIES, LLC,
a New Jersey limited liability company

By: _____
Name:

NNN TEANECK NJ OWNER LP,
a Delaware limited partnership

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

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

By: _____
Name:
Title:
Date:

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

By: _____
Name: Doug Ruccione
Title: Clerk
Date: 12/9/22

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

By: _____
Name: James Dunlevy
Title: Mayor
Date: 12.9.22

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

By: _____
Name:
Title:
Date:

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

By: _____
Name: Stephen Hittman
Title: Manging Member
Date: 1/4/23

719 TEANECK, LLC,
a New Jersey limited liability company

By: _____
Name: Stephen Hittman
Title: Managing Member
Date: 1/4/23

CROSSROADS COMPANIES, LLC,
a New Jersey limited liability company

By: _____
Name: Stephen Hittman
Title: Managing Member
Date: 1/4/23

NNN TEANECK NJ OWNER LP,
a Delaware limited partnership

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

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

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

By: _____
Name:
Title:
Date:

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

By: _____
Name:
Title:
Date:

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

By: _____
Name:
Title:
Date:

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

By: _____
Name: Joseph Bodner
Title: Chairman
Date: Jan 12, 23

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

By: _____
Name:
Title:
Date:

719 TEANECK, LLC,
a New Jersey limited liability company

By: _____
Name:
Title:
Date:

CROSSROADS COMPANIES, LLC,
a New Jersey limited liability company

By: _____
Name:
Title:
Date:

NNN TEANECK NJ OWNER LP,
a Delaware limited partnership

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

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

FOR EXECUTION

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

By: _____
Name:
Title:
Date:

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

By: _____
Name:
Title:
Date:

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

By: _____
Name:
Title:
Date:

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

By: _____
Name:
Title:
Date:

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

By: _____
Name:
Title:
Date:

719 TEANECK, LLC,
a New Jersey limited liability company

By: _____
Name:
Title:
Date:

CROSSROADS COMPANIES, LLC,
a New Jersey limited liability company

By: _____
Name:
Title:
Date:

NNN TEANECK NJ OWNER LP,
a Delaware limited partnership

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

By: Jenette O'Brien
Name: Jenette O'Brien
Title: Authorized Signatory
Date: March 27, 2023