

## AGREEMENT

This Agreement (the "Agreement"), dated of this 20<sup>th</sup> day of January, 2022, is entered into by and among **EDGEWOOD GOLF COURSE REALTY ASSOCIATES, LLC**, a New Jersey limited liability company having an address of c/o Woodmont Properties, 100 Passaic Avenue, Suite 240, Fairfield, New Jersey 07004 (the "Owner") and **NICHOLAS MARKANTES AND REGINA MARKANTES**, husband and wife, having an address of 461 Rivervale Road, River Vale, New Jersey 07675 (collectively referred to as "Markantes").

WHEREAS, Owner owns certain real property located at 449 Rivervale Road in River Vale, New Jersey designated as Lot 6.01 Block 1201 on the tax map of the Township of River Vale (the "Edgewood Property"); and

WHEREAS, Markantes owns certain real property located at 461 Rivervale Road, River Vale, New Jersey 07675, which abuts the eastern property line of the Edgewood Property and is designated as Lot 4 in Block 1201 on the tax map of the Township of River Vale (the "Markantes Property"); and

WHEREAS, Owner has filed an application with the Rive Vale Township Joint Planning Board (the "Planning Board") seeking preliminary and final major site plan approval to construct a new midway building, modify three golf course holes, tennis courts and a seasonal dome over four existing tennis courts (the "Tennis Dome"), an expanded snack building and other related site improvements on the Edgewood Property (the "Application"); and

WHEREAS, in connection with the Application, Owner has submitted and presented to the Planning Board a "Supplemental Planting Plan" Exhibit prepared by Melillo Bauer Carman,

Landscape Architects, consisting of 13 sheets and dated November 19, 2021 (the “Landscape Plans”); and

WHEREAS, Markantes has expressed some concerns relating to the Application, specifically regarding the need for a buffer between the Tennis Dome and the Markantes Property; and

WHEREAS, Owner and Markantes have had several discussions regarding these issues and have reached an amicable agreement regarding the resolution thereof.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Owner shall install the landscaping shown on Sheet 12 of the Landscape Plans attached hereto as Exhibit A, upon approval of the Application, regardless of whether the Tennis Dome is approved and constructed.

2. If the Tennis Dome is approved and constructed, in addition to the landscape improvements shown on Exhibit A, Owner shall implement, or cause the implementation of, the specific measures (the “Measures”) consisting of the following improvements to be located on the Markantes Property: planting of up to four (4) evergreen trees that are each up to sixteen (16) feet tall, and if the parties agree that said evergreen trees do not sufficiently screen the Tennis Dome from the Markantes Property, Owner shall install such reasonable additional landscaping to sufficiently screen the Tennis Dome, which may include a berm to the extent Owner’s engineers advise that such a berm can be installed without creating grading issues on the Edgewood Property.

Notwithstanding the foregoing, if the Application is not approved, or if the Tennis Dome is not constructed, the Measures shall not be implemented.

2. Markantes shall not object to the Application or to any associated applications for permits or approvals from other governmental entities having jurisdiction or encourage any neighboring property owners or other interested parties to object to the same.

3. This Agreement shall be binding upon Owner and Markantes and shall inure to the benefit of their representatives, successors and assigns.

4. Each party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.

5. Each party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter into this Agreement.

6. Each party is duly authorized to execute this Agreement and further represents that no undertaking or obligation contained herein conflicts with any contracts to which it is a party, or with any other obligations it may have.

7. This Agreement shall be governed in accordance with the laws of the State of New Jersey.

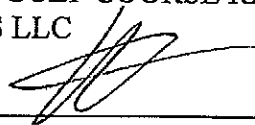
8. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but which together shall constitute but one and the same instrument.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, Owner and Markantes have executed this Agreement as of  
the date and year first above written.

Applicant:


EDGEWOOD GOLF COURSE REALTY  
ASSOCIATES LLC

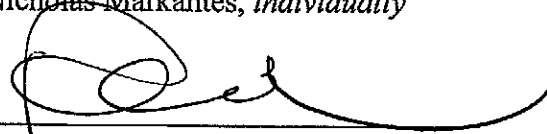
By:  \_\_\_\_\_

Name: Eric Wilmont

Title mgr

Markantes:

  
\_\_\_\_\_  
Nicholas Markantes, *individually*

  
\_\_\_\_\_  
Regina Markantes, *individually*

**EXHIBIT A**

LANDSCAPE BUFFER - 461 RIVERVALE RD.  
EDGEWOOD COUNTRY CLUB  
RIVER VALE, NJ  
DATE: 11.9.2021 SCALE: 1/8"=1'-0"

