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**DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENT AGREEMENT**

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT (this "**Agreement**") is made as of the ____ day of _____, 20__ (the "**Effective Date**"), between MONROE LAKE, LLC, a New Jersey limited liability company, its successors and assigns (collectively, "**Developer**"), and LIDL US OPERATIONS, LLC, a Delaware limited liability company, its successors and assigns (collectively, "**Lidl**").

RECITALS:

R-1. Developer is the owner of those certain parcels of land designated as Lot __, Block ____ (the "**Developer Parcel**"), as well as Lots 14, 15, and 16 in Block 1101 (the "**Related Developer Parcel**") appearing on the tax map of the Township of Monroe, City of Gloucester, State of New Jersey, each as more particularly described on **Exhibit "A"**.

R-2. Lidl is the owner of that certain tract of land containing approximately 6.16+ acres, designated as Lot __, Block ____ on the tax map of the Township of Monroe, City of Gloucester, Sate of New Jersey, which tract is described on **Exhibit "B"** attached hereto (the "**Lidl Parcel**"). Lidl acquired the Lidl Parcel from the Developer pursuant to a deed recorded among the land records immediately prior to this Agreement.

R-3. The Lidl Parcel and the Developer Parcel (collectively, the "**Parcels**" and collectively, with the Related Developer Parcel, the "**Project**") are contiguous and are shown on the site plan attached here as **Exhibit "C"** (the foregoing, as amended and approved by the Owners from time to time, the "**Site Plan**").

R-4. The Lidl Parcel and the Related Developer Parcel are contiguous with Lot 13 in Block 1101 on the tax map of the Township of Monroe, City of Gloucester, State of New Jersey (the "**Restaurant Parcel**").

R-6. Developer and Lidl desire to: (a) impose certain covenants, conditions and restrictions upon the Parcels; (b) to set forth certain understandings and agreements regarding the preservation of existing access rights over the Lidl Parcel and Related Developer Parcel for the benefit of the Restaurant Parcel; and (c) to establish certain easements across the Parcels for the benefit of the Project, all as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Lidl do hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached hereto are incorporated herein and made a part of this Agreement to the same extent as if set forth herein.

2. RESTRICTIONS.

2.1 Exclusive Use Covenant for Lidl Parcel.

(a) No portion of the Developer Parcel or Related Developer Parcel shall be used as a Grocery Store. For the purposes of this Agreement, a “Grocery Store” shall mean a business engaged in the sale of Grocery Items (defined hereafter) and operating as a supermarket or grocery store (with or without a pharmacy) such as (by way of example and not limitation): Whole Foods, Wegmans, Trader Joe’s, Kroger, Harris Teeter, Lowe’s Foods, Publix, Fresh Market, Aldi, Sprouts, Safeway, Giant and Compare Foods or similar store concepts. The foregoing shall also be deemed to prohibit the operation of pickup facilities (such as, by way of example and not limitation, those operated by a Wal-Mart and Amazon) by companies that sell Grocery Items. Notwithstanding anything to the contrary contained in the foregoing, the term “Grocery Store” and the restrictions provided for in this Section 2.1(a), shall not include or apply to: (i) pharmacies or drug stores; or (ii) the incidental sale of Grocery Items at or from any business operating on the Developer Parcel or Related Developer Parcel, provided that no more than Two Thousand Five Hundred (2,500) square feet of floor area in any building (including a farm-stand or other similar roadside structure) located thereon is dedicated to the sale of Grocery Items. As used herein, the term “**Grocery Items**” shall mean and include any of the following provided they are sold solely for off-premises consumption: (1) packaged or fresh seafood, meat or poultry; (2) packaged or fresh produce or vegetables; and (3) packaged or fresh dairy products (exclusive of ice cream, frozen yogurt, or other confection/dessert items).

2.2 Project Restrictions. No portion of the Project may be used for any of the following purposes, without the prior written consent of the Consenting Owners (as defined in Section 2.3):

- (a) a cemetery, mortuary, crematorium, or funeral home;
- (b) a land fill, garbage dump, junk yard, or stockyard;
- (c) a mobile home park or trailer court;
- (d) the selling, renting, or displaying of pornographic, sexual, lewd, or obscene materials (including, without limitation, sex toys) or illicit drug-related paraphernalia or as a strip club;
- (e) an off-track betting parlor or gambling establishment (provided, however, that the foregoing shall not prohibit a first-class gambling and entertainment establishment or first-class operation, including without limitation a restaurant, to which off-track betting is an ancillary business);

(f) a fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order or conducted on a temporary basis in the normal course) or auction house operation (provided, however, the foregoing shall not prohibit a first-class or high-end auction house operation);

(g) a flea market, surplus store, or pawn shop (provided, however, that the foregoing shall not prohibit, by way of example, a Dollar Store, Dollar Tree or Dollar General); or

(h) any assembling, manufacturing, refining, smelting, agricultural or mining operation or other use which emits an obnoxious or unusual dust, vapor, odor, noise, or sound which can be seen, heard or smelled outside any building in the Project (provided, however, that the foregoing shall not prohibit the operations of Great Railing, Inc., or any other business of Mario Conlin or The Conlin Family Limited Partnership, or each of their affiliates, subsidiaries, successors, or assigns).

2.3 Definitions. As used in this Agreement, the term "**Consenting Owners**" shall mean: (i) Lidl, as the owner of the fee simple estate of the Lidl Parcel; and (ii) Developer, as the owner of the fee simple estate of the Developer Parcel and the Related Developer Parcel. For so long as the Developer Parcel and Related Developer Parcel are under common ownership, there shall be only two (2) Consenting Owners under this Agreement. In the event that Developer conveys title to one or both of the Developer Parcel or Related Developer Parcel to any third-party owners, there shall be three (3) Consenting Owners. In the event that any portion of the Project is subdivided, the Consenting Owner whose portion of the Project is subdivided shall have the right, but not the obligation, in its sole and absolute discretion, to assign all of its Consenting Owner rights above to the owner that acquires the fee simple estate of the newly created subdivided parcel by recording an assignment to this effect in the land records where the Project is located. In the event that the entirety of either the Lidl Parcel, the Developer Parcel, or Related Developer Parcel is ground leased to a lessee that assumes all of the rights and obligations of the fee simple owner, then the Consenting Owner that decides to ground lease its Parcel shall have the right, but not the obligation, in its sole and absolute discretion, to assign all of its Consenting Owner rights above to such ground lessee for the duration of the ground lease by recording an assignment to this effect in the land records where the Project is located and upon the expiration of the ground lease the Consenting Owner rights shall automatically revert to the fee simple owner of the applicable portion of the Project that was so ground-leased. Notwithstanding anything to the contrary in the foregoing, in the event the Developer assigns its Consenting Owner rights to a ground lessee of either the Developer Parcel or Related Developer Parcel as described in the preceding sentence, then provided that the Developer is still the fee owner of both the Developer Parcel and Related Developer Parcel, there shall be three (3) Consenting Owners for so long as such ground lessee possesses the rights of a Consenting Owner. As used in this Agreement, the term "**Parcel(s)**" shall mean the Lidl Parcel, the Developer Parcel, and any parcel duly subdivided out the foregoing from time to time. As used in this Agreement, the term "**Owner**" shall mean the owner of the fee simple estate of any portion of the Project or any ground lessee that has assumed all of the rights and obligations of the fee simple owner pursuant to a ground lease for such portion of the Project (provided, however that an Owner of a portion of the Project subject to a ground lease shall be jointly and severally liable with the ground lessee for any default hereunder).

3. EASEMENTS.

3.1 Access Easements.

(a) Access Easements. Lidl hereby grants and conveys to the Developer, for the benefit of and as an appurtenance to the Developer Parcel and the Related Developer Parcel, a nonexclusive ingress and egress easement over and across the entranceways, roadways, access drives, and adjacent sidewalks (collectively, the “**Access Road**”) to be constructed in the area identified as Number 3, “Access & Utility Easement” on Exhibit "D" attached hereto (the “**Access Easement Area**”), for the purposes of vehicular and pedestrian access (but not parking) by the Developer, and any successor Owner of all or any portion of the Developer Parcel or Related Developer Parcel, and its respective tenants, employees, licensees, contractors, customers, invitees (collectively, “**Permittees**”). Without limiting any maintenance obligations otherwise imposed herein, it is expressly understood and agreed that Lidl shall be responsible, at its sole cost and expense, to insure and light the Access Road. Lidl also agrees to perform all necessary maintenance of the Access Road, including without limitation snow and ice removal.

(b) No Barriers. Lidl hereby covenants and agrees that free and open access to the Access Road shall be maintained and that no fence, division, partition, rail or obstruction of any type or kind shall ever be placed, kept, permitted or maintained on the Access Road that would block access to the Developer Parcel or the Related Developer Parcel (subject, however, to temporary blockage/closure for maintenance, emergency conditions, or compliance with governmental mandates).

3.2 Utility Easements.

(a) Utility Easements. Lidl hereby grants to Developer, for the benefit of and as an appurtenance to the Developer Parcel and Related Developer Parcel, as applicable, the following nonexclusive easements over, under, through and across the Lidl Parcel to tie into, install, use, maintain, repair, replace, and relocate utility lines, pipes, conduits, and appurtenant facilities (including, without limitation, power, gas, electrical, cable, telephone, water, sanitary sewer, storm water detention lines and facilities) (collectively, the “**Utility Lines**”) for and in connection with the following: (i) provision of future utility service, including without limitation sanitary sewer service, to and from the Related Developer Parcel (the “**Related Developer Parcel Utility Easement**”) in the locations identified on Exhibit "D" as: (A) Number 3, “Access & Utility Easement,” and (B) Number 5, “20’ Sanitary Sewer Easement Provided for Lots 14, 15, &16” (collectively, the “**Related Developer Parcel Utility Easement Area**”); and (ii) an existing sanitary sewer service serving the Restaurant Parcel and the Developer Parcel (the “**Developer Parcel Sewer Easement**”) in the location identified on Exhibit "D" as Number 1, “Existing 15’ Wide Sanitary Sewer Easement Dedicated to the Monroe Municipal Utilities Authority” (“**Developer Parcel Sewer Easement Area**”). The Related Developer Parcel Utility Easement and the Developer Parcel Sewer Easement are referred to collectively herein as the “**Utility Easements**”; the Related Developer Parcel Utility Easement Area and the Developer Parcel Sewer Easement Area are referred to collectively as the “**Utility Easement Area.**” In no event shall the utility service to the Lidl Parcel be interrupted or adversely affected at any time and Developer shall comply with the terms of Section 3.2(c) and Section 5 below. All Utility Lines installed by or on behalf of Developer in the Utility Easement Area shall be installed and maintained below

the surface, unless otherwise agreed to by Lidl in writing, provided that necessary sewer clean-outs or similarly deminimis above-ground features shall be permitted provided they do not unreasonably interfere with Lidl's use and enjoyment of the Lidl Parcel or create a hazardous condition. Developer shall bear all costs related to the installation, operation, maintenance, repair and replacement of any Utility Lines installed by or on its behalf in the Utility Easement Area. Any work or improvements to existing Utility Lines and related facilities necessary or convenient to enable Developer's installation of any Utility Lines to serve the Developer Parcel or Related Developer Parcel shall likewise be borne by Developer at its sole cost and expense.

(b) Right to Relocate Utility Lines. The rights and easements established by Section 3.2(a) above will in no way limit or restrict the right and privilege of Lidl to relocate any Utility Line or facility located on the Lidl Parcel to another location on the Lidl Parcel, to be done at the expense of Lidl, provided that in no event shall the utility service to the Developer Parcel or Related Developer Parcel, as applicable, be interrupted or adversely affected at any time and provided further that Lidl shall comply with the terms of Section 3.2(c) and Section 5 below.

(c) Notice to Owner. Prior to installing, repairing, maintaining and/or relocating a Utility Line pursuant to the rights and easements established in Section 3.2(a) and Section 3.2(b) above (the "**Easement Work**"), the Owner performing the Easement Work shall give the other Owner thirty (30) days' advance written notice of the Owner's intention to undertake Easement Work (except in the case of an emergency where there is an imminent threat of harm to persons or property, in which event notice shall be given as soon as reasonably practicable). Also, after installing or relocating a Utility Line pursuant to the terms of Section 3.2(a) or Section 3.2(b) above, the Owner performing such work shall provide as built plans, a survey sketch or similar sketch to the other Owner within thirty (30) days after the date of completion of such Easement Work.

3.3 Storm Water Drainage and Detention Facilities.

(a) Lidl hereby grants to Developer, for the benefit of and as an appurtenance to the Developer Parcel, the perpetual right and easement to discharge surface storm water drainage and/or runoff from the Developer Parcel via the existing and/or proposed underground storm sewer conveyance system in the location identified on Exhibit "D" as Number 2, "10' Wide Storm Drainage Easement", upon and across the Lidl Parcel to the existing storm water basins appearing on Exhibit "C" (the "**Developer Parcel Stormwater Easement**"). In the event Developer shall undertake any new or additional improvements to the Developer Parcel which result in a material increase to impervious coverage or stormwater runoff, Developer shall provide self-sufficient stormwater quality and quantity control measures and groundwater recharge provisions on the Developer Parcel to the extent required by all governmental authorities, instrumentalities, and other bodies having jurisdiction over the Parcels. In such event, Developer shall continue to be permitted to discharge to the mutually agreed-upon connection location at a rate equal to or less than the condition existing as of the Effective Date from the Developer Parcel, unless the parties otherwise mutually agree in writing that a greater rate of discharge is acceptable.

(b) Lidl hereby grants to Developer, for the benefit of and as an appurtenance to the Related Developer Parcel, the perpetual right and easement to discharge storm water runoff from the Related Developer Parcel via proposed underground storm sewer conveyance system, upon,

under and across the Lidl Parcel, at the location identified as Number 3, “Access & Utility Easement,” on **Exhibit “D”**, to the existing storm water basins appearing on **Exhibit “C”** (the “**Related Developer Parcel Stormwater Easement**”). In connection with the Related Developer Parcel Stormwater Easement, Developer shall provide self-sufficient stormwater quality and quantity control measures and groundwater recharge provisions on the Related Developer Parcel to the extent required by all governmental authorities, instrumentalities, and other bodies having jurisdiction over the Parcels. Lidl shall provide a mutually agreed upon connection location via structure (inlet or manhole) on the northern side of the Lidl Parcel for use by the Developer for the Related Developer Parcel Stormwater Easement. In connection therewith, Developer is permitted to discharge to the mutually agreed-upon connection location at a rate equal to or less than the pre-development condition from the Related Developer Parcel, unless the parties otherwise mutually agree in writing that a greater rate of discharge is acceptable.

(c) For the avoidance of doubt, each Owner shall comply with all development, drainage and other requirements of all governmental authorities, instrumentalities or other bodies having jurisdiction over the Parcels concerning the drainage and handling of storm water, including without limitation to the extent the same apply to the Related Developer Parcel Stormwater Easement and the Developer Parcel Stormwater Easement.

3.4 Temporary Construction and Grading Easement.

(a) Grant of Temporary Construction Easement. Developer hereby grants and conveys to Lidl a temporary construction and grading easement (“**Temporary Construction Easement**”) over and through that portion of the Developer Parcel as shown on **Exhibit “[redacted]”**, (the “**Construction Easement Area**”) for active construction work only, specifically limited to the work required to construct the curbing, sidewalk and related landscaping shown on **Exhibit “[redacted]”** by Lidl at Lidl’s sole cost (the “**Curbing Work**”). In no event shall the Curbing Work involve or result in any change to or alteration of the existing parking facilities, parking spaces, drive aisles, means of pedestrian or vehicular access, or any other existing site features of the Developer Lot, nor shall the Curbing Work interfere with, obstruct or delay the conduct and operations of the business of Developer and of its tenant at any time. Lidl shall maintain, in good order, condition and repair, and free of litter and debris, the Construction Easement Area during construction of the Curbing Work. Lidl shall return the Construction Easement Area to its original condition immediately upon completion of any work within the Construction Easement Area, at Lidl’s sole cost and expense. The Construction Easement Area shall not be used for the staging of construction nor the storage of materials, vehicles or equipment that is not being utilized for the active construction of the Curbing Work. The storage and use of hazardous materials in the Construction Easement Area is prohibited. Standing and materials, vehicles, and equipment are permitted in the Construction Easement Area only during active construction of the Curbing Work provided that such materials, vehicles or equipment shall be removed and such standing shall cease immediately thereafter. Use of the Construction Easement Area shall not extend beyond the work day and all materials, vehicles and equipment utilized during active construction shall be removed from the Construction Easement Area after each work day. The Construction Easement granted herein shall be used in such a manner so as to not unreasonably interfere with, obstruct or delay the conduct and operations of the business of Developer and of its tenant at any time, including,

¹ NTD: Lidl to confirm what exhibit the temporary easement area is to be shown on.

without limitation, public access to and from said business, and the receipt and delivery of merchandise in connection therewith. The Construction Easement Area shall not be utilized to provide construction access to the Lidl Lot. No parking of any construction vehicles or Lidl's contractors, agents or employees' vehicles is permitted in the Construction Easement Area. This Temporary Construction Easement shall commence as of the date hereof and automatically terminate upon the date that is the later of: (i) completion of the initial construction of improvements on the Lidl Parcel which shall be no later than Lidl's receipt of a Certificate of Occupancy for the building on the Lidl Parcel; and (ii) the first business day occurring at least one (1) year after (and excluding) the Effective Date (the "**Temporary Easement Period**").

(b) Insurance. Throughout the Temporary Easement Period, Lidl shall procure and maintain, or shall cause to be procured and maintained by their subcontractors or suppliers, the commercial general liability insurance required under this Agreement. Such insurance shall include contractual liability coverage naming the Developer as an additional insured specifically endorsed to cover Lidl's agreement to indemnify as set forth in Section 3.4(c) below, completed operations, and personal injury coverage.

Throughout the Temporary Easement Period, Lidl shall also procure and maintain, or shall cause to be procured and maintained by their subcontractors and suppliers Automobile Liability Insurance including owned, non-owned and hired vehicles in the minimum amount of \$1,000,000 each accident for Bodily Injury and Premises Damage.

Throughout the Temporary Easement Period, Lidl parties shall cause all subcontractors and suppliers to maintain for the full term of Lidl's work on the Lidl Parcel and at Lidl's expense, the same minimum insurance coverages required herein except that all subcontractors and suppliers commercial general liability coverage shall include products and completed operations coverage and their extension of additional insured coverage to the Developer shall include products and completed operations coverage. Lidl shall collect and maintain copies of all its subcontractors and suppliers ACORD certificates reflecting all of the required insurance coverages.

Lidl or its contractors or subcontractors shall take out and maintain worker's compensation insurance during the Temporary Easement Period covering all persons employed in connection with such work and with respect to whom death or bodily injury claims could be asserted against such Party at statutory limits.

The insurance required under this Section must include the following provisions: (1) the policy cannot be cancelled or materially reduced in amount or coverage without at least thirty (30) days prior written notice by the insurer to each insured and any additional insured, (2) the policy must name the Developer as additional insured; (3) the policy must provide for severability of interests; (4) the policy must provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, will not reduce or void the coverage as to the other additional insureds of the insured, respectively; (5) the policy must be "occurrence" basis, not "claims made" basis; and (6) all insurers must be financially sound, with an A.M. Best Rating of not less than A-VIII, authorized to conduct business in the state in which the Lots are located.. Such insurance may be carried under a "blanket" policy or policies covering other properties of Lidl and its subsidiaries, controlling or affiliated entities. Lidl shall furnish to the Developer the certificates of insurance and endorsements evidencing the existence of the insurance required to

be carried pursuant to this Section 3.4(b). All such insurance must include provisions denying to the insurer subrogation rights to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Lidl waives any rights of recovery against the Developer for any damage or loss covered by such policies, against which such party is protected by insurance, to the extent of the proceeds payable under such policies, whether or not such damage or loss was caused by any acts or omissions of the Developer

(c) Indemnification. Lidl shall defend, indemnify, and hold harmless the Developer, its members and affiliates, and their respective officers, directors, employees and agents from and against any and all third party claims, losses, liabilities, damages and expenses, including, without limitation, reasonable attorneys' fees, on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the exercise or enjoyment of the rights conferred under the Temporary Construction Easement granted hereunder or the performance of the obligations under the Temporary Construction Easement by Lidl, other than those claims, losses, damages and expenses arising from the negligence or willful misconduct of the Developer. If the Developer believes it is entitled to be indemnified by the Lidl pursuant to this Section 3.4(c), the Developer shall give notice to the Lidl as soon as possible after the Developer learns of its potential liability. Lidl, at its election, shall be entitled to defend the Developer, at Lidl's sole cost and expense, using counsel selected by the Lidl, which counsel shall be approved by the Developer, which consent shall not be unreasonably withheld. In no event shall Lidl settle a claim or action brought against it without the prior approval of the Developer.

4. MAINTENANCE OF RESPECTIVE PARCELS.

4.1 Maintenance Obligations. Except as otherwise specifically set forth in this Agreement and except for those maintenance obligations that have been assumed by a governmental or quasi-governmental entity or private or public utility, each Owner, at its sole cost and expense, shall maintain, repair, and restore, in good condition all shared roadways, sidewalks, and other shared facilities situated on its respective Parcel, which shall include maintaining and repairing all Utility Lines and Storm Water Facilities, including the existing storm water detention identified on Exhibit "C", not dedicated to the public or conveyed to any public or private utility, as necessary to keep them in good condition and repair; provided, however, that if a Utility Line is located on the Lidl Parcel and it serves only the Developer Parcel or Related Developer Parcel, then it shall be the responsibility of Developer to maintain such Utility Line at its sole cost and expense.

5. MANNER OF PERFORMING WORK. Whenever an Owner performs any construction, maintenance, repair, replacements or other work on its Parcel or on the Parcel of another Owner (as required or permitted under this Agreement), the work will be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations and in strict compliance with any approval required from a granting Owner. Such work shall be carried out in a manner so as to cause the least amount of disruption to: (i) any business operations being conducted within the Project (including, without limitation, public access to and from said business, customer vehicular parking, and the receiving of merchandise for said business); (ii) construction work being performed within the Project; and/or (iii) the use, enjoyment or occupancy of any other property within the Project. Notwithstanding the foregoing, access to the Developer Parcel and Related Developer Parcel across the Lidl Parcel shall be

maintained at all times. In the event that a business is open and operating upon an Owner's property within the Project, then upon request of such Owner, any construction area within the Parcels shall be enclosed by a safety fence. Prior to commencing any such work on the Parcel of another Owner as required or permitted by the terms of this Agreement (the "**Off-Site Work**"), the Owner performing such work shall provide the Owner of the Parcel with: (i) at least thirty (30) days' advance written notice of the Owner's intention to undertake the Off-Site Work (except in the case of an emergency where there is an imminent threat of harm to persons or property, in which event notice shall be given as soon as reasonably practicable); and (ii) a certificate of insurance showing that its contractors have obtained the same liability insurance as each Owner is required to carry under this Agreement. Promptly after the completion of any Off-Site Work, the Owner performing such work shall return the surface of the Parcel to, as nearly as practicable, the condition which existed prior to the commencement of such work using materials and design standards which equal or exceed those originally used. If any mechanics', materialmen's or other professional services liens are filed, then the Owner that completed the Off-Site Work shall promptly pay the same and have the liens discharged of record or promptly take such other action as is necessary for the liens to be discharged. In the event an Owner causes any damage to any utilities, paving, sidewalks, or other improvements located on the Parcel of the other Owner in connection with the exercise of its rights or obligations under this Agreement, then that Owner shall, at its sole cost and expense, promptly repair and restore such damage.

6. [EXISTING ACCESS RIGHTS BENEFITTING RESTAURANT PARCEL.²]

7. INDEMNIFICATION. Each Owner shall indemnify, defend, protect and hold harmless the other Owner from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising (i) on the indemnifying Owner's Parcel, except if caused by the negligence or willful misconduct of the other Owner or its employees, tenants, contractors, agents or licensees; (ii) as a result of the negligence or willful misconduct of such Owner or its employees, tenants, contractors, agents or licensees; and/or (iii) as a result of such Owner's failure to comply with the terms of this Agreement. No Owner shall be liable to the other Owner for (and the indemnity obligations of each Owner set forth above shall not apply to) punitive damages or consequential damages, such as an Owner's lost profits.

8. DEFAULT.

8.1 Default. In the event any Owner fails to comply with any term or provision of this Agreement and does not cure the same within ten (10) days after receipt of written notice from the other Owner specifying the nature of such failure, such failure shall constitute a default hereunder; provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot reasonably be cured within said ten (10) day period and such Owner is diligently proceeding to cure such failure and does so cure within a period not to exceed one hundred twenty (120) days.

² NTD: Parties to incorporate applicable language re: acknowledgment of existing access rights for Lot 13 once the survey is available.

8.2 Self-Help. If an Owner; (i) defaults (as set forth in Section 8.1 hereof) and such default continues for a period of at least thirty (30) days beyond the applicable cure period established in Section 8.1; or (ii) where there is an emergency, imminent threat of harm to persons or property, blockage or material impairment of easement rights (including, by way of example, the failure to promptly remove snow or ice from the Access Road), or interference with the operation of a business within the Project, then in either case the other Owner may, at such Owner's election and in addition to all other remedies set forth in this Agreement and upon reasonable prior written notice to the defaulting Owner, cure such failure for and on behalf of the defaulting Owner. In such event, the defaulting Owner shall pay to the Owner on demand any amount that the Owner expends for such purpose, together with costs of enforcement and interest at the lesser of (i) the maximum rate of interest permitted under law, or (ii) the prime rate from time to time as set forth in the Money Rates Section (or successor section) in the Wall Street Journal (or, if the Wall Street Journal is no longer being published, then another similar financial publication), plus three percent (3%) per annum. If the Owner is not reimbursed by the defaulting Owner within thirty (30) days from the date of receipt of the invoice, the Owner shall have the immediate right to record a lien upon the title of the defaulting Owner's Parcel for unpaid costs, interest and the expense of enforcement.

8.3 Other Remedies. In addition to the foregoing, if an Owner defaults (as set forth in Section 8.1) beyond the applicable cure period, the other Owner shall be entitled to institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy available at law or in equity. The prevailing party in such legal actions or proceedings shall be entitled to recover from the non-prevailing party all reasonable, outside attorney's fees and courts costs incurred in connection with the foregoing.

8.4 Injunctive Relief. Each Owner shall also be entitled to injunctive relief and any other appropriate relief as may be available at law or in equity for any violation of this Agreement. An Owner shall be entitled, at its option and without waiver of any rights and remedies against the other, to directly enforce the terms of this Agreement against any tenants or occupants of a Parcel (provided such terms apply to that Parcel).

9. LIMITATION ON LIABILITY. Notwithstanding any other provision of this Agreement, Lidl and Developer agree that the obligations and liabilities of each of them will be limited solely to such party's interest in its respective Parcel, as developed. Lidl and Developer agree that any claim against a party to this Agreement will be confined to and satisfied only out of, and only to the extent of, such party's interest in its Parcel. Nothing contained in this paragraph will limit or affect any right that any party might otherwise have to seek or obtain injunctive relief or to specifically enforce the rights, restrictions, and agreements set forth in this Agreement (provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such Owner's interest in its Parcel). Notwithstanding anything to the contrary contained in this Agreement, the obligations under this Agreement are only personal to and enforceable against the Owners with respect to obligations, liabilities and claims arising or accruing during the period in which such Owner owns its respective parcel or portion of the Project. It being intended that, upon the conveyance of title to any real property within the Project, the Owner conveying title will thereupon be released of any liability under this Agreement for any breach of this Agreement or claim arising under this Agreement with respect to such property as is being conveyed accruing after the date of such conveyance.

10. CONDEMNATION AWARD. In the event of any exercise of eminent domain or transfer in lieu thereof affecting a Parcel, the award attributable to the land and improvements of such Parcel shall be payable only to the Owner thereof and no claim thereon shall be made by the Owner of the other Parcel by virtue of any interest created by this Agreement. Developer shall, however, be entitled to pursue any and all claims, rights and remedies against any condemning authority to obtain compensation for its loss of the right of access granted by this Agreement and to retain any awards resulting therefrom.

11. DAMAGE TO BUILDINGS. If any of the buildings located on any Parcel are damaged or destroyed by fire or other casualty, the Owner of such Parcel shall, in such Owner's sole discretion, within a reasonable time cause any of the following: (i) the repair, restoration, or rebuilding of the building so damaged or destroyed to substantially the same condition as existed immediately prior to the damage or destruction, to the extent reasonably feasible, (ii) the rebuilding of a completely new building, or (iii) the razing of any damaged building, the filling of any excavation, and performance of any other work necessary to put such Parcel in a clean, sightly, and safe condition.

12. INSURANCE.

12.1 Liability Insurance. Each Owner shall maintain commercial general liability insurance with broad form coverage in an amount equal to or greater than the "Minimum Amount" (as defined below) insuring against claims on account of loss of life, bodily injury or property damage, and contractual liability (i.e. exclusions for liability assumed under contract must be deleted) that may arise from, or be occasioned by (i) the condition, use or occupancy of its Parcel; or (ii) the conduct of an Owner. Such insurance shall name the other Owner as an additional insured and shall be procured from a company licensed in the state in which the Project is located and will be rated by Best's Insurance Reports not less than A-/VIII. The term "**Minimum Amount**" means One Million dollars (\$1,000,000.00) per occurrence, and Two Million dollars (\$2,000,000.00) in the aggregate, as of the Effective Date, as adjusted on the fifth (5th) anniversary of the Effective Date and every five (5) years thereafter to reflect increases in the Consumer Price Index. The term "**Consumer Price Index**" means the index for the Washington, D.C. Baltimore area (D.C.-Maryland-Virginia-West Virginia), now known as the United States Department of Labor, Bureau of Labor Statistics Revised Consumer Price Index for All Urban Consumers (1982-84 = 100) all items (CPI-U), or if such index is no longer published, then a successor index selected by the Owners. In no event will the Minimum Amount ever be reduced as a result of any such Consumer Price Index adjustment.

12.2 Property Insurance. Each Owner shall maintain "causes of loss - special form property insurance" that is at least as broad as "ISO Special Form Causes of Loss, CP 1030 0695" in an amount not less than eighty percent (80%) of the full insurable replacement cost (excluding footings, foundations or excavations) of all buildings and improvements located on its Parcel. The insurance referenced in this Section may be provided under: (i) an individual policy covering a Parcel; (ii) a blanket policy which includes other liabilities and properties of an Owner (so long as the insurance coverage required hereunder is not diminished); or (iii) a combination of any of the foregoing insurance programs.

12.3 Cancellation. Upon request of an Owner, the other Owner shall deliver to the requesting Owner certificates evidencing the insurance required by this Agreement. In the event

that an Owner decides to cancel its insurance policy and substitute a new policy of insurance therefor meeting the foregoing criteria, such Owner covenants and agrees to provide not less than thirty (30) days prior written notice to the other Owner of such cancellation of its insurance policy, and to deliver certificates of insurance for its new insurance policy to the other Owner prior to the expiration of such thirty (30) day period.

12.4 Waiver of Subrogation. The Owners each hereby waive any rights one may have against the other on account of any loss or damage occurring to an individual Owner, or its respective Parcel, either real or personal, arising from any risk covered by insurance policies then in effect. In addition, the Owners, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any insurance company may have against the Owners. It is the intent of the Owners, with respect to any loss required to be covered under a policy of insurance that the Owners shall look solely to their respective insurance company for recovery.

12.5 Self-Insurance. Notwithstanding the foregoing provisions of this Section 12, so long as there is no uncured default hereunder, Lidl shall have the right to self-insure all or any portion of Lidl's insurance obligations hereunder, upon written notice to Developer, only for so long as Lidl maintains a tangible net worth of at least One Hundred Million Dollars (\$100,000,000) or Lidl provides Developer with other financial assurances reasonably acceptable to Developer (which assurances shall also be in form and substance reasonably acceptable to Developer) of Lidl's financial ability to so self-insure. For purposes of this Section 12.5, "**tangible net worth**" shall mean the excess of Lidl's total assets, less intangible assets, over Lidl's total liabilities.

13. MISCELLANEOUS.

13.1 Modification and Cancellation. This Agreement (including exhibits) may be modified or canceled only by an instrument in writing duly executed and recorded by all persons or entities with record ownership of fee title to the Developer Parcel and the Lidl Parcel.

13.2 Notices. If at any time, it is necessary or convenient for one of the Owners to serve any notice, demand or communication upon the other Owner, such notice, demand or communication must be in writing, signed by the Owner serving notice, sent by electronic mail (provided that a copy of such notice is also sent by one of the other methods listed herein), nationally recognized overnight carrier, hand delivery, or registered or certified United States mail, return receipt requested and postage or other charges prepaid. The Parties expressly agree that notices given by attorneys on behalf of their client(s) in the manner provided in this Section 13.2 are effective and recognized notice pursuant to his Agreement.

If intended for Developer, the notice must be addressed to:

Moneroe Lake, LLC
c/o Philip J. Bowers & Co., Inc.
44 Apple Street
Tinton Falls, New Jersey 07724
Attention: John H. Bowers, Jr.
Email: Jmatule@pjbowers.com

and to:

Gibbons P.C.
One Gateway Center
Newark, NJ 0702
Attention: Nicole E. Taplin, Esq.
E-mail: ntaplin@gibbonslaw.com

If intended for Lidl, the notice must be addressed to:

Lidl US Operations, LLC
3500 S. Clark Street
Arlington, Virginia 22202
Attention: Legal Department – Real Estate
E-mail: legal@lidl.us and realestate@lidl.us

and to:

Lidl US Operations, LLC
3 Executive Campus, Suite 390
Cherry Hill, New Jersey
Attention: Adam Hendricks, Real Estate Manager
E-mail: adam.hendricks@lidl.us

and to:

McGuireWoods, LLP
260 Forbes Avenue, Suite 1800
Pittsburgh, Pennsylvania 15222
Attention: Robert Bittner, Esq.
E-mail: rbittner@mcguirewoods.com

or such other address as either party furnishes to the other, in writing, as a place for the service of notice. Any notice so sent will be deemed given upon receipt or when delivery is refused.

13.3 Covenants Running with the Land; Binding on Successors and Assigns. The restrictions, easements, rights, and obligations contained in this Agreement will run with the land and shall bind, inure to, and be for the benefit of, Lidl, as the Owner of the Lidl Parcel, and Developer, as the Owner of the Developer Parcel and the Related Developer Parcel, and their successors and assigns (including, but not limited to, any mortgagee or beneficiary under a deed of trust that acquires title to any lot within, or portion of, the Project by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise). This Agreement shall be recorded in the land records where the Project is located.

13.4 Duration. This provisions of this Agreement shall remain in effect for a term of ninety nine (99) years from the recordation date hereof (the "**Primary Period**") and shall thereafter

automatically be renewed for successive ten (10) year periods (each such period being referred to as an "**Extension Period**"), unless, at least ninety (90) days prior to the expiration of the Primary Period or Extension Period then in effect, an Owner delivers to the other Owner written notice of termination, in which event, the Agreement shall automatically expire at the end of the Primary Period or Extension Period then in effect, except that the easements granted in this Agreement shall continue in perpetuity.

13.5 Compliance with Laws and Regulations. With respect to their own Parcels, Lidl and Developer shall comply with all applicable laws, rules, regulations and requirements of all public authorities, including the Americans with Disabilities Act.

13.6 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

13.7 Estoppel Certificates. Each Owner, upon the written request of the other Owner, shall execute, acknowledge and deliver, without charge and within thirty (30) days following such request, an estoppel certificate certifying to the requesting Owner (and any other parties requested by such Owner) that this Agreement is in full force and effect, and that no party is in default under this Agreement, nor has any event occurred, with the passage of time would ripen into a default, (or stating such default(s), if any, that are claimed), and setting forth such other information as may reasonably be requested and is true and correct.

13.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties. The parties do not rely upon any statement, promise or representation not herein expressed.

13.9 Intentionally Deleted.

13.10 Governing Law. This Agreement shall be governed by the laws of the state where the Project is located.

13.11 Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

13.12 No Rights in Public/No Third-Party Beneficiary. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

13.13 No Merger. Notwithstanding any Owner's ownership of more than one Parcel, the easements granted hereunder shall burden and benefit each Parcel individually, without merger as a result of such common ownership.

13.14 Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

13.15 Estoppel Statements. In connection with a financing or sale of lot or portion of the Project, the Owner of the property subject to such sale or financing, may request that the other Owner(s) execute and deliver to the requesting Owner a statement certifying (i) whether or not this Agreement is in full force and effect, and (ii) whether or not that, to the best of the non-requesting Owner's knowledge, the requesting party is in default in the keeping, observance or performance of any covenant, agreement, provision or condition contained in this Agreement. The non-requesting Owner shall deliver the statement to the requesting Owner within twenty (20) days after the date it receives the notice requesting the statement from the requesting Owner. The parties hereto acknowledge and agree that such statement may be relied upon by any prospective purchaser or mortgagee of the requesting or non-requesting Owner's property, as the case may be.

[Remainder of Page Intentionally Left Blank; Signatures Begin on Next Page.]

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, CERTIFY that _____, as _____, of LIDL US OPERATIONS, LLC, a Delaware limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 20__.

Notary Public

My commission expires _____.

List of Exhibits:

Exhibit A – Legal Description of Developer Parcel and Legal Descriptions of Related Developer Parcel

Exhibit B – Legal Description of Lidl Parcel

Exhibit C – Site Plan

Exhibit D – Access Easement Plan

EXHIBIT "A"

Legal Description of Developer Parcel

EXHIBIT "B"

Legal Description of Lidl Parcel

EXHIBIT "C"

Site Plan

EXHIBIT "D"

Access Easement Plan