

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement”), dated as of January ____, 2026 (the “Effective Date”) memorializes an agreement to settle litigation by and between Pascack Valley Learning Center, Inc. with an address of 60 Sunset Road, Pompton Plains, New Jersey 07444 (“Plaintiff”) and the Township of Pequannock, New Jersey (“Township”), a municipal corporation located in the State of New Jersey, having offices at 530 Newark Pompton Turnpike, Pompton Plains, New Jersey and the Township of Pequannock, New Jersey Zoning Board of Adjustment (“ZBA”), having offices at 530 Newark Pompton Turnpike, Pompton Plains, New Jersey (collectively, “Defendants”). Plaintiff and Defendants are referred to herein collectively as the “Parties.”

RECITALS

WHEREAS, Plaintiff submitted an application for conditional use variance, bulk variance, sign variances, and preliminary and final site plan approval to the ZBA on or about October 24, 2022 in connection with its application to construct a school (“Application”) at 60 Sunset Road, Pompton Plains, New Jersey (“Subject Property”); and

WHEREAS, the ZBA voted to deny the Application on July 30, 2024; and

WHEREAS, the ZBA issued a written resolution memorializing its decision to deny the Application on February 6, 2025; and

WHEREAS, on March 26, 2025, the Plaintiff filed a Complaint against Defendants in the United States District Court for the District of New Jersey captioned *Pascack Valley Learning Center, Inc. v. Township of Pequannock, et al.*, Civil Action No. 2:25-cv-02088 (“Action”); and

WHEREAS, in the Action, Plaintiff asserted claims against Defendants for violations of the Free Exercise Clause of the First Amendment and Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, 42 U.S.C. § 1983, the Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. §§ 2000cc, *et seq.* (“RLUIPA”), and New Jersey state law; and

WHEREAS, the Township and ZBA filed an Answer on May 28, 2025; and

WHEREAS, Defendants deny all liability for the claims asserted by Plaintiff; and

WHEREAS, the Parties have determined to resolve all aspects of this litigation and agree that all claims should be resolved amicably and without protracted, expensive and unnecessary litigation; and

WHEREAS, each of the signatories for each of the Parties have authority to legally bind and enter into legal agreements on behalf of their respective entity and to require their respective entity(s) to adhere to the provisions of this Settlement Agreement as specified herein;

WHEREAS, the Parties agree to the terms of and entry of this Settlement Agreement, as indicated by their signatures below,

NOW, WHEREFORE, in consideration of the foregoing premises and the releases, terms of settlement, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

TERMS OF AGREEMENT

1. **Settlement Payment.**

- a. The Defendants will pay Plaintiff a total of Seven Hundred Thousand Dollars (\$700,000.00) (“Settlement Payment”), inclusive of attorneys’ fees and costs.

Except as stated in this Settlement Agreement, Plaintiff agrees that it will not seek any additional monetary compensation, including any other payment from the Defendants. A wire transfer or certified check shall be made payable to “Storzer and Associates, P.C. – Attorney Trust Account” in the amount of Seven Hundred Thousand Dollars (\$700,000.00).

- b. As partial consideration for the Settlement Payment and approval of the Final Site Plan (Attached as **Exhibit A** and defined in Paragraph 2), the Plaintiff shall release the Defendants as set forth in Paragraph 11 herein. Any releases provided pursuant to the terms of this Settlement Agreement will be void and unenforceable in all respects if the ZBA does not vote to approve **Exhibit A** in its entirety (“Final Site Plan”) at the *Whispering Woods* hearing (defined in Paragraph 3, below) and adopt a Resolution memorializing its decision as set forth in Paragraph 3(e). In the event that the ZBA does not vote to approve the Final Site Plan at the *Whispering Woods* hearing and does not adopt a resolution memorializing its decision as described in Paragraph 3(e) herein, and/or the ZBA and Township do not vote to approve this Settlement Agreement as set forth in Paragraph 6, the Parties shall return to litigation, this Settlement Agreement shall be void, and the Settlement Payment shall not be owed or paid by Defendants.
- c. If the Final Site Plan is not approved, neither the proposed settlement nor any of the negotiations leading to the proposed settlement shall be admissible against either Plaintiff or Defendants, and Plaintiff shall have the right to pursue the Action in the United States District Court for the District of New Jersey subject to all of the defenses possessed by Defendants.

2. **Land Use Agreement.** The Parties agree to comply with the following terms and conditions related to the proposed use of the Subject Property in the event the ZBA approves the “Final Site Plan” and adopts the Memorializing Resolution as described herein. The Final Site Plan is attached to this Agreement as **Exhibit A** and is defined as including the (i) Plaintiff’s engineering plan set dated October 17, 2022 with latest revision date of January 7, 2026 consisting of 16 total sheets labeled C-1 through C-16 prepared by Stonefield Engineering and (ii) Plaintiff’s architectural plan set dated January 7, 2026, consisting of 12 total sheets labeled SD-1 through SD-6 and AR-1 through AR-6, prepared by GRA Design Studio. Plaintiff shall not be required to obtain any additional land use relief from the Township’s land use and zoning ordinances in order to construct and operate the school on the Subject Property in accordance with the Final Site Plan following the *Whispering Woods* hearing.

a. **No impervious coverage variance; Variances to be granted.**

1. The Plaintiff shall comply with the impervious coverage requirement set forth in Township Code §360-12(B)(7) of the Township Code and shall not exceed the permitted maximum of impervious coverage of thirty-five percent (35%).
2. The ZBA shall grant a conditional use variance to the Plaintiff from Township Code §360-46(G), which requires that a lot be five acres in size, where the Subject Property is 3.98 acres in size.
3. The ZBA shall grant a parking variance to the Plaintiff from Township Code §360-58(B) for minimum number of parking spaces where 56 spaces are required and 44 spaces are proposed.

4. The ZBA shall grant the following signage and fencing variances to the Plaintiff from Township Code Sections:

- a. §360-82(A)(2): No more than one permanent sign is permitted on any residentially used lot. Four signs proposed.
- b. §360-82(A)(3): Maximum sign area of freestanding sign is 12 square feet. Freestanding sign of 15.1 square feet is proposed and attached sign of 40 square feet is proposed.
- c. §360-82(A)(4): Maximum height of sign permitted is 4 feet. 6.5 feet proposed.
- d. §360-82(D)(2): Signs for Institutional Uses. One changeable letter sign permitted, two freestanding signs proposed.
- e. §360-82(D)(2): Signs for Institutional Uses. One attached sign permitted, two attached signs proposed.
- f. §360-82(D)(4): Attached signs cannot have a top edge higher than 14 feet. Top edge of attached sign of 16 feet proposed.
- g. §360-46(P)(1)(1): Fences in front yard shall have a height of three feet. Fences in the front yard of four and five feet height proposed.
- h. §360-46-(P)(1)(2): Fences in the secondary front yard shall have a maximum height of four feet. Fence in the secondary front yard has a height of six feet and five feet proposed.
- i. §360-46(P)(1)(3): Fence in secondary front yard having a height of four feet but not exceeding six feet must meet setback requirements of the underlying zone. Fence with height of six feet

and five feet and a set back of three feet proposed.

5. The Final Site Plan contains various zoning charts, which charts were prepared by Plaintiff's engineer, Stonefield Engineering, on December 17, 2025 as follows:

A. CONDITIONAL USE REQUIREMENTS

CONDITIONAL USE REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 360-46.G.	MINIMUM LOT SIZE: 5 AC	3.98 AC (V)
§ 360-46.G.	MINIMUM FRONTAGE: 50 FT	456.3 FT
§ 360-46.G.	MINIMUM LOT WIDTH: 300 FT	456.3 FT
§ 360-46.G.	MAXIMUM HEIGHT: 35 FT / 2 STORIES	21.9 FT
§ 360-46.G.	MINIMUM SIDE YARD SETBACK: 50 FT	106.8 FT
§ 360-46.G.	MINIMUM REAR YARD SETBACK: 50 FT	155.6 FT
§ 360-46.G.	MINIMUM SIDE YARD AND REAR YARD BUFFER: 25 FT	29.9 FT
§ 360-56.E.(5)	NO PARKING FACILITIES FOR CONDITIONAL USES PERMITTED IN RESIDENTIAL ZONES MAY BE ESTABLISHED WITHIN THE FRONT YARD SETBACK	51.1 FT (COMPLIES)

(V) VARIANCE

B. LAND USE AND ZONING

LAND USE AND ZONING			
BLOCK 2104, LOT 21			
RESIDENCE DISTRICT (R-15)			
PROPOSED USE			
SCHOOL		CONDITIONAL USE (V)	
PRIVATE SPORT FACILITIES		PERMITTED ACCESSORY USE	
ZONING REQUIREMENT	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	15,000 SF (0.34 AC)	173,411 SF (3.98 AC)	173,411 SF (3.98 AC)
MINIMUM LOT WIDTH	100 FT	456.3 FT	456.3 FT
MINIMUM LOT DEPTH	150 FT	339.7 FT	339.7 FT
MAXIMUM IMPERVIOUS COVERAGE	35.00% (60,694 SF)	26.97 (46,766 SF)	34.97% (60,643 SF)
MAXIMUM BUILDING COVERAGE	17.00% (29,480 SF)	6.16% (10,688 SF)	16.89% (29,293 SF)
MAXIMUM BUILDING HEIGHT	2.5 STORIES (35 FT)	2 STORIES	21.9 FT
MINIMUM FRONT YARD SETBACK	50 FT	54.0 FT	62.1 FT
MINIMUM SIDE YARD SETBACK (ONE)	15 FT	201.8 FT	106.8 FT
MINIMUM SIDE YARD SETBACK (BOTH)	35 FT	201.8 FT	106.8 FT
MINIMUM REAR YARD SETBACK	40 FT	10.4 FT (EN)*	155.6 FT
MINIMUM LOT FRONTAGE	100 FT	456.3 FT	456.3 FT

(EN) EXISTING NON-CONFORMITY

(*) EXISTING NONCONFORMITY BEING ELIMINATED

C. OFF-STREET PARKING REQUIREMENTS

OFF-STREET PARKING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 360-56.A.	MINIMUM PARKING STALL SIZE: 9 FT X 18 FT	9 FT X 18 FT
§ 360-56.B(3)	NO DRIVEWAY SHALL BE LOCATED CLOSER THAN 25 FT TO THE NEAREST R.O.W. LINE OF ANY INTERSECTING STREET.	42.1 FT
§ 360-56.B(4)	<u>MINIMUM DRIVEWAY WIDTH</u> ONE-WAY: 14 FT TWO-WAY: 24 FT	20 FT N/A
§ 360-56.B(5)A.	<u>MINIMUM AISLE WIDTH</u> TWO-WAY: 24 FT ONE-WAY: 14 FT	24 FT 18 FT
§ 360-56.C.	SIDEWALKS WITH A MINIMUM WIDTH OF 4 FT SHALL BE PROVIDED IN ALL PARKING AREAS	4.0 FT
§ 360-56.D(8)D.	WHEN OFF STREET PARKING AREAS ARE LOCATED ADJACENT TO A RESIDENTIAL ZONE, A SOLID FENCE OR MASONRY WALL SHALL BE PROVIDED ALONG THE PROPERTY LINE. THE FENCE OR WALL SHALL BE 4-6 FT HIGH.	COMPLIES
§ 360-56.E(5)	NO PARKING FACILITIES FOR CONDITIONAL USES PERMITTED IN RESIDENTIAL ZONES MAY BE ESTABLISHED WITHIN THE FRONT YARD SETBACK	COMPLIES
§ 360-58.B.	<u>REQUIRED PARKING SPACES*</u> SECONDARY SCHOOL: 2.5 PER CLASSROOM + 1 PER 10 STUDENTS (2.5 SPACES * 7 CLASSROOMS) + (1/10 * 100 STUDENTS) = 28 SPACES ELEMENTARY: 2 PER CLASSROOM + 1 PER STAFF (2 SPACES * 8 CLASSROOMS) + (12 STAFF MEMBERS) = 28 SPACES TOTAL REQUIRED = 56 SPACES	44 SPACES (V)
§ 360-57.	THE EQUIVALENT OF ONE LOADING SPACE SHALL BE PROVIDED FOR EACH 12,000 SF OF GROSS AREA 27,825 SF * 1/12,000 SF = 2 LOADING SPACES	2 SPACES
§ 360-57.	MINIMUM LOADING SPACE SIZE: 10 FT X 35 FT HEIGHT CLEARANCE: 14 FT NOT LOCATED IN FRONT YARD	10 FT X 35 FT COMPLIES COMPLIES

(V) VARIANCE

(N/A) NOT APPLICABLE

(*) THERE SHALL BE NO ADDITIONAL PARKING REQUIREMENT FOR ANY SQUARE FOOTAGE DEVOTED SOLELY TO ANCILLARY STORAGE, OFFICE OR EMPLOYEE LUNCHROOMS/EATING CLINIC FACILITIES ON ANY MEZZANINE SPACE WITHIN THAT PORTION OF A BUILDING OCCUPIED BY THE INDIVIDUAL USE TO WHICH THE STORAGE, OFFICE AND/OR EMPLOYEE LUNCHROOM/EATING CLINIC FACILITY IS ANCILLARY.

D. SIGNAGE REQUIREMENTS

SIGNAGE REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 360-82.A(2)	NO MORE THAN ONE PERMANENT SIGN IS PERMITTED ON ANY RESIDENTIALLY USED LOT.	4 SIGNS (V)
§ 360-82.A(3)	<u>MAXIMUM SIGN AREA</u> NAMEPLATE: 2 SF HOME OCCUPATION: 2 SF PROFESSIONAL USE: 12 SF	ATTACHED: 40 SF (V) FREESTANDING: 15.1 SF (V)
§ 360-82.A(4)	SETBACK FROM PROPERTY LINE: 10 FT MAXIMUM HEIGHT: 3 FT MAXIMUM HEIGHT (PROFESSIONAL USE): 4 FT	25.0 FT 6.5 FT (V)
§ 360-82.D(2)	<u>SIGNS PERMITTED FOR INSTITUTIONAL USES</u> 1 FREESTANDING SIGN 1 CHANGEABLE LETTER SIGN 1 ATTACHED SIGN	2 FREESTANDING SIGNS (V) 2 ATTACHED SIGNS (V)
§ 360-82.D(3)	<u>SIGN REQUIREMENTS</u> FREESTANDING: 20 SF ATTACHED: 1% OF BUILDING FAÇADE BUILDING FAÇADE = 5,620 SF $5,620 * (0.01) = 56.2$ SF	FREESTANDING SIGN: 15.1 SF ATTACHED SIGN 1: 40 SF ATTACHED SIGN 2: 18 SF
§ 360-82.D(4)	<u>FREESTANDING SIGN REQUIREMENTS</u> MAXIMUM HEIGHT: 8 FT MINIMUM SETBACK FROM PROPERTY LINE: 20 FT	6.5 FT 25.0 FT
§ 360-82.D(4)	NO ATTACHED SIGN SHALL BE INSTALLED SUCH THAT THE TOP EDGE IS HIGHER THAN 14 FT MEASURED FROM THE GROUND .	16 FT (V)
§ 360-82.D(5)	NO SIGN SHALL BE ILLUMINATED BETWEEN THE HOURS OF 10:00 PM AND 7:00 AM.	COMPLIES
§ 360-82.D(6)	ELECTRONIC MESSAGE CENTERS/BOARDS ARE SPECIFICALLY PROHIBITED.	COMPLIES
§ 360-82.E(1)	SIGNS THAT INDICATE THE LOCATION OF SCHOOLS SHALL BE ALLOWED AT A LOCATION OTHER THAN THAT OF THE INSTITUTIONAL USE PROVIDED THAT THESE SIGNS ARE APPROVED BY THE PLANNING BOARD.	COMPLIES
§ 360-82.E(2)	<u>DIRECTIONAL SIGNS</u> MAXIMUM AREA: 3 SF	COMPLIES

(V) VARIANCE

E. GENERAL REQUIREMENTS

GENERAL REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 360-46.P(1)(A)(1)	FENCES LOCATED IN THE ESTABLISHED FRONT YARD SHALL HAVE A MAXIMUM HEIGHT OF 3 FT AND SHALL BE SETBACK A MINIMUM OF 5 FT FROM THE PROPERTY LINE	HEIGHT: 4 FT, 5 FT (V) SETBACK: 5 FT
§ 360-46.P(1)(A)(2)	FENCES LOCATED IN THE SECONDARY FRONT YARD SHALL HAVE A MAXIMUM HEIGHT OF 4 FT AND SHALL BE SETBACK A MINIMUM OF 5 FT FROM THE PROPERTY LINE	HEIGHT: 5 FT & 6 FT (V) SETBACK: 5 FT
§ 360-46.P(1)(A)(3)	A FENCE IN EXCESS OF 4 FT BUT NOT TO EXCEED 6 FT IN HEIGHT SHALL BE PERMITTED IN THE SECONDARY FRONT YARD, PROVIDED THAT THE FENCE HAS A MINIMUM SETBACK OF THE REQUIRED FRONT YARD SETBACK FOR THE ZONE IN WHICH THE SITE IS LOCATED	HEIGHT: 6 FT SETBACK: 5 FT (V)
§ 360-46.P(1)(B)	FENCES WITH A MAXIMUM HEIGHT OF 6 FT ARE PERMITTED IN REAR AND SIDE YARDS WITH NO SETBACK REQUIRED, PROVIDED THAT ANY FENCE WHICH IS INSTALLED IS ENTIRELY ON THE PROPERTY	HEIGHT: 5 FT & 6 FT SETBACK: 3 FT
§ 360-56.D.(8)(C)	INTERIOR LANDSCAPING SHALL INCLUDE LANDSCAPED STRIPS BETWEEN ROWS OF PARKING OR PARKING ISLANDS TO THE EXTENT THAT LANDSCAPED AREAS AMOUNT TO 5% OF THE TOTAL PARKING AREA (21,978 TOTAL SF) * (0.05) = 1,099 SF	1,415 SF

(V) VARIANCE

b. Recordation of the Agreement.

- Defendants shall record this Settlement Agreement with the Morris County Clerk no later than sixty (60) days after the *Whispering Woods* hearing by the ZBA. Recordation is required to provide notice of the ZBA's requirements to all future owners of title to the Subject Property. No Certificate of Occupancy shall be issued by the Township unless recordation has occurred. All costs and fees of recording the within Settlement Agreement shall be borne by the Defendants.
- Plaintiff shall have an affirmative obligation to provide a true copy of the recorded Settlement Agreement upon transfer of the Subject Property to any person or entity who takes title to the Property. The terms of the

Settlement Agreement shall “run with the land” and shall be applicable to all title owners of the Subject Property.

c. Operations of the School.

1. The staff shall not exceed more than twenty-five (25) persons regularly attending at the school.
2. Upon initial opening of the school, the student body shall consist of no more than 100 students in all grades.
3. Within the first following five years, the student body may be increased by up to 115 students for all grades.
4. Within the next following five years, the student body may be increased by up to 130 students for all grades.
5. Within the next following five years, the student body may be increased by up to 150 students for all grades, and such number shall thereafter not be exceeded.
6. Upon the initial opening of the school, the school shall provide for Grades 3-12 only. There shall be no grades for K, 1 and 2 upon initial opening. In the event that the Plaintiff determines to provide for Grades K, 1 and 2, same shall be accommodated within the existing square footage of the school structure. The establishment of these grades must comply with the permitted parking (44 spaces), total student body counts, the staff level, the amount of Sprinter vans and all other conditions of this Land Use Agreement paragraph.

d. Sprinter Van Operations; Student Drivers.

1. The majority of the students shall be bussed to and from the Subject Property with the use of Sprinter vans. Upon initial opening of the school, no more than twelve (12) Sprinter vans shall be travelling to and from the Subject Property and thereafter the use up to fifteen (15) Sprinter vans may be permitted.
2. There shall be no pickup or drop off of students other than by Sprinter vans, except for emergent situations which shall be determined by the Plaintiff.
3. One (1) Sprinter van may be parked at the Subject Property overnight or on a regular basis for the first two (2) years following opening of the school and thereafter, up to three (3) Sprinter vans may be parked at the Subject Property overnight or on a regular basis.
4. Properly licensed students may be permitted to drive to/from and park at the Subject Property.
5. Visitors and students coming to the Subject Property shall not park on the residential streets surrounding the Subject Property. Same shall be limited to parking in the 44 spaces to be provided at the Subject Property.

e. Parking

1. The off street parking spaces shall be 9 x 18 feet in size and shall be located as depicted in the Final Site Plan.
2. A total of 44 (forty-four) off-street parking spaces are required to be located within the Subject Property as depicted on the Final Site Plan. This is a variance from the required amount of parking of 56 spaces which

is based upon §360-58(B) of the Township Code. If the regular operations at the Subject Property result in a regular and persistent need for more than 44 parking spaces, the Plaintiff shall be required to come back before the ZBA to address the non-compliant parking conditions by way of amended site plan or other land use relief.

3. Access to the Subject Property shall be through a gate at the ingress driveway with a buzzer or code to open.

f. Fencing

1. Fencing to the south (Sunset Road) shall be a wooden guardrail at the sidewalk along the frontage of Sunset Road. The guardrail shall be alongside the primary front yard detention basin. Plaintiff shall ensure that there is a full enclosure of the detention basin. The “basin fence” shall be four feet tall and at least 50% open at the Sunset Road frontage, located behind the guard rail and before the detention basin. The four-foot fencing with at least 50% opening shall traverse the Subject Property to each of the two electric gates at the ingress and egress points to be installed on the internal driveway.
2. Fencing of five feet in height and at least 50% open shall be installed along the further northerly side of the primary front yard detention basin, making sure that fencing encloses the basin and encloses the rest of the Subject Property. Plaintiff shall install this fencing further in on the Subject Property in an easterly direction in a straight line extending from the ingress gate. The corner of Sunset Road and Roome Avenue shall not

contain any fencing and, therefore, there is no need for tall landscape screening at the corner.

3. Fencing five feet tall, at least 50% open would be installed approximately 25-30 feet into the Subject Property from Sunset Road, to join to where the electric fences are located. The five-foot fence would start at the electric access gate and travel east to Roome Avenue and be located in accordance with the setback, with landscaping in front to the street side of the fence.
4. When the five foot fencing (traversing east-west) meets fencing at the Roome Ave frontage, it shall be five feet in height and at least 50% open and shall traverse along Roome Avenue in a northerly direction to a point approximately 58 feet from the corner of the fence at Sunset Road and Roome Avenue (plane of the front building facade) and thereafter the fencing along Roome Avenue shall be six feet in height in a northerly direction to the corner of DeWilde Drive and Roome Avenue. On the opposite corner (Sunset Road only and western boundary line of the Subject Property) the fencing shall be five feet in height and at least 50% open and shall traverse along the western boundary line in a northerly direction to a point approximately 77 feet (plane of front building facade) and thereafter the fencing along the western boundary line shall be six feet in height and at least 50% open to the northwest corner of the Subject Property. Trees and shrubbery shall be planted in front of the fencing where it is reasonably possible, for purposes of screening the fencing. The

trees shall be of an acceptable maturity in accordance with the Final Site Plan.

5. Screened landscaping shall be installed at the western boundary line (Herford property).
6. Fencing six feet tall and 50% open shall be installed to the north property line (rear along DeWilde Drive) and with screen landscaping located on the southerly side of said fencing, within the fence and the Subject Property.
7. Fencing six feet tall and at least 50% open shall be installed to the easterly line (Roome Avenue) with screened landscaping, with the landscaping to be on the street side of the fence.
8. All fencing at the Subject Property shall be dark in color.
9. All fencing at the Subject Property shall be at least 50 percent open or more.

g. Landscaping.

1. Plaintiff shall plant arborvitae along the adjacent property line to the north of the Subject Property.
2. Plaintiff shall install plantings and arborvitae in and along the adjoining property line to the west at 72 Sunset Road which shall be subject to approval of the ZBA engineer and/or planner during construction.
3. Plaintiff shall supply a landscape maintenance bond or other acceptable guaranty to the Township for a period of five (5) years, in the sum of \$15,000.00 that allows the Township to use such funds for replacement of

landscaping if the Plaintiff fails to comply with conditions relating to landscaping.

4. Plaintiff shall replace the maple trees along the Sunset Road frontage of the Subject Property with 6 Flowering Dogwood (Cornus Florida)) and 1 Red Oak (Quercus Rubra).
5. Plaintiff shall not use fertilizer or pesticides for the landscaping on the Subject Property.

h. Other Governmental Approvals

1. Plaintiff shall comply with the terms of this Settlement Agreement in providing the Final Site Plan and depicting therein the requirements that are needed on the Final Site Plan.
2. Plaintiff shall comply with the recommendations or requirements set forth in the reports issued by ZBA Engineer dated February 1, 2023, the ZBA Planner dated January 17, 2023 and Township Environmental Commission dated March 10, 2023.
3. The Subject Property and facilities shall be ADA compliant with respect to parking, bathrooms, sidewalk, curbing and intersection corners (where required) and any other ADA legal requirement.
4. Plaintiff shall comply with all Township Fire Marshall life and safety requirements, including occupancy limitations.
5. The Plaintiff shall apply for and obtain all other required and applicable governmental approvals from all applicable Federal, State, County and local entities, including with the NJ Department of Education (NJDOE)

and the NJ Department of Environmental Protection (NJDEP). A copy of each application and of each approval or denial of permits shall be filed with the Township Construction Department.

6. Plaintiff shall work in good faith and on a mutually acceptable basis with the Township of Pequannock Board of Education to coordinate its hours of operation for school days and major school events (examples: back-to-school night or graduation) with those of the Pequannock High School located across the street from the Subject Property.

i. Stormwater Management

1. The Plaintiff shall comply with all applicable requirements of the Federal, State, County and local authorities with respect to the Stormwater Management Systems (“SWM”) at the Subject Property.
2. Plaintiff shall cause a Deed with a restrictive covenant and attaching the “Operations and Maintenance Manual” dated April 6, 2023 for the SWM systems to be constructed on the Subject Property pursuant to NJDEP regulations in N.J.A.C. 7:8-5.8 to be recorded with the Morris County Clerk and filed with the Township Construction Department. The Manual shall be updated during construction and shall incorporate any applicable and required changes.
3. Plaintiff shall design the SWM systems at the Subject Property to be in compliance with both the NJDEP regulations set forth in N.J.A.C. 7:8 and the Township Ordinance regarding stormwater management as of the date of application of the Plaintiff for the proposed school which was October

24, 2022 to the extent said regulations and/or Ordinance are applicable to the Plaintiff's school.

4. Plaintiff's engineer, with the review and approval of the ZBA engineer, shall address stormwater concerns that affect the property known as 8 DeWilde Way (Block 2104, Lot 20), adjacent to the northerly (rear) Subject Property line, including working with the retention basin design at the rear so as not to impact the drywells or basement of the 8 DeWilde property.

j. Miscellaneous

1. There shall be no dedicated staff or third party vendor preparing meals for the students and/or staff at the Subject Property.
2. There shall be no after school programs at the Subject Property.
3. There shall be no summer school at the Subject Property.
4. Applicant shall install 385 linear feet of sidewalk and curbing on the westerly side of Roome Avenue, in accordance with ADA and Township requirements.
5. All sight triangles shall be compliant.
6. Any signage on the Subject Property shall not contain any LED, flashing or digital lighting.
7. All lighting at night at the Subject Property shall be solely for security of the premises and shall be down-shielded to minimize impact and spillover to the neighborhood.
8. There shall be no lighting on the outdoor soccer field.

9. There shall be no use of outdoor soccer field or court by any team or persons other than the school's use for day-time student activities and gym classes.
10. Deliveries to the Subject Property shall be via box trucks up to two times per week.
11. Refuse collection shall be one time per week by a frontloading garbage truck scheduled at a reasonable time during non-school hours.
12. The trash enclosure for the Subject Property shall be located as set forth on the Final Site Plan.
13. Snowfall shall be removed from the Subject Property when necessary to avoid lack of parking and to keep the site triangles clear for safety of persons and vehicles. There shall be no large snow piles along the Subject Property's boundaries with adjacent neighbors.
14. In the event that the Township determines that there is a zoning violation related to parking or any other condition at the Subject Property and/or any part of the site plan, the Plaintiff shall be provided an opportunity to cure the same within a thirty (30) calendar day period, which may include filing for ZBA land use relief. In no event shall Plaintiff's school use operation be suspended or terminated prior to being given the opportunity to cure or abate any condition or during the pendency of any application for land use relief at the Subject Property. Nothing herein shall interfere with the Township's ability to enforce Code provisions for laws and regulations related to emergent health, safety and welfare, or the ability of

the Parties to seek enforcement of their rights under state and federal law.

The Parties agree to act with good faith and fair dealing in executing any action under this section.

k. Protection against zoning changes.

1. The Parties agree that the Subject Property shall be protected from changes or modifications to the Township zoning requirements. All of the land use terms and variances granted under this Settlement Agreement shall be considered “grandfathered” in the event of such changes or modifications. Plaintiff shall act in good faith and with due diligence in obtaining permits, other government approvals and the Certificate of Occupancy (“CO”) for the Subject Property so that the school is operational in a timely fashion. Upon issuance of a permanent CO, the variances granted herein shall become legally-approved non-conforming conditions. For purposes of this Settlement Agreement, the CO shall be defined as a final, non-appealable permanent Certificate of Occupancy for Plaintiff’s permanent use of the Subject Property as a school pursuant to the Final Site Plan and Memorializing Resolution discussed below.

3. *Whispering Woods* Hearing.

- a. The ZBA will convene a duly-noticed special meeting (the “Special Meeting”) at which it will conduct a hearing regarding the Parties’ agreement to settle the Action and for approval of the Final Site Plan, including all variance relief set forth therein. This Special Meeting will be held to consider these matters in compliance with the requirements of *Whispering Woods at Bamm Hollow v.*

Middletown Planning Bd., 220 N.J. Super. 161 (Law Div. 1987) (the “*Whispering Woods* hearing”). No unrelated business will be included on the agenda for the Special Meeting, which will consist only of the *Whispering Woods* hearing for purposes of considering the Final Site Plan.

- b. The ZBA agrees to schedule the Special Meeting and *Whispering Woods* hearing on January 19, 2026 and shall provide any and all required notice under the Open Public Meeting Act and pay for the same, including publication.
- c. The subject *Whispering Woods* hearing will continue until completed, including final deliberations and a vote by the ZBA. In no event shall the proceedings extend beyond one (1) single *Whispering Woods* hearing. For the avoidance of doubt, the ZBA’s final deliberations and a vote on the Final Site Plan must occur, and the hearing must be concluded, within the course of a single *Whispering Woods* hearing. The Plaintiff shall provide the notice required by the New Jersey Municipal Land Use Law of the *Whispering Woods* hearing at least ten (10) days prior to the date of the hearing by (a) publication in a newspaper in general circulation in the Township, (b) certified mail to the owners of all real property located within 200 feet in all directions of the Subject Property as shown on the current tax map, and (c) certified mail to any public utility company, cable television company, or local utility that possesses a right-of-way or easement within the Township and has registered with the Township in accordance with N.J.S.A. 40:55D-12.1.
- d. The following procedures will govern at the *Whispering Woods* hearing:

1. The ZBA Attorney shall mark a copy of this Settlement Agreement and all of its exhibits for identification, as well as the Engineering Plan set and the Architect Plan Set for use during the hearing and and if approved, shall be marked into evidence at the end of the hearing;
2. The ZBA Engineer will present the Final Site Plan as set forth in **Exhibit A** as well as the Land Use Terms (Paragraph 2) set forth in the Settlement Agreement;
3. No other live witness testimony will be presented or heard by the ZBA, except for testimony heard pursuant to Paragraphs 3(d)(4), 3(d)(5) and 3(d)(6) below;
4. The ZBA shall provide the right of the public to speak pursuant the New Jersey Open Public Meetings Act and Municipal Land Use Law through their attorneys if represented, or directly if not represented, to present commentary only (no questioning), subject to a reasonable time limit.
5. Up to and not exceeding five (5) minutes of sworn comment per member of the public, through their attorneys if represented, or directly if not represented, shall be permitted and shall be strictly enforced. The ZBA may determine to limit the time to speak to three (3) minutes per person, depending upon the length of the hearing and the amount of people to address the ZBA.
6. The sworn testimony shall be relevant only to the Settlement Agreement and Final Site Plan. The ZBA Attorney shall be permitted to terminate

any sworn testimony that is disruptive and/or irrelevant to the Settlement Agreement and Final Site Plan.

- e. The ZBA will adopt a resolution memorializing its decision no later than the first regular meeting of the ZBA in February 2026 as set forth in its duly adopted annual meeting notice. In the event of an approval, the Memorializing Resolution shall comply with this Settlement Agreement.
- f. Each Party shall be responsible for payment of their own professionals and experts at the *Whispering Woods* hearing

4. Waiver of fees and miscellaneous provisions.

- a. The Plaintiff's proposed school is exempt from any fees pursuant to Chapter 85 Affordable Housing of the Township Code.
- b. Up until the issuance of a certificate of occupancy for the Plaintiff's school, the Defendants shall waive any fees due and owing for the following:
 - 1. Sewer and water connection fees pursuant to Chapter 279 Sewer of the Township Code.
 - 2. Fees pursuant to Chapter 290 Soil Removal of the Township Code.
 - 3. Road opening permit fees pursuant to Chapter 312 Streets and Sidewalks of the Township Code.
- c. Up until the issuance of a building permit to the Plaintiff for its school, the Defendants shall waive any and all fees, including application fees or escrow fees associated with the *Whispering Woods* hearing, review of the Final Site Plan and/or post approval resolution compliance for the Memorializing Resolution.

d. To ensure an expeditious review process the following conditions shall be imposed on the Township:

1. The Township shall take all reasonable and necessary steps to expedite the review, approval and/or inspection of Plaintiff's school so as not to delay the construction of the school.
2. The Township Engineering Department will provide the Engineer's Cost estimate for purposes of bonding, and the establishment of inspection escrows within 21 calendar days of execution of this Settlement Agreement.
3. Township officials, within 21 calendar days of submittal of any demolition and/or building permit application, will provide for issuance of all demolition and building permits necessary to construct the school. If any application for a permit is deemed deficient, the Township shall re-review within five (5) calendar days of submission of a corrected application. The Township shall provide a timely response for requested inspections (within five (5) calendar days of such request). If any inspections fail, the Township shall reinspect within five (5) calendar days of Plaintiff's request for the same. In the event that the Township's representatives fail three (3) times or more to meet the deadlines set forth in this paragraph 4.c. above, the Township shall hire a private inspector at its expense to perform the required inspections within the timeframes set forth herein.
4. The Township agrees to process Plaintiff's application for tax exempt real property tax status within thirty (30) calendar days of receipt of the same.

5. **Cooperation.** In the event of an approval of the Resolution, Defendants will process all of Plaintiff's lawful applications for necessary approvals from the Township's issuing authorities required for the construction and operation of Plaintiff's school and related site improvements in accordance with applicable federal, state and municipal law, ordinances and regulations. Additionally, Defendants will proceed in good faith and abide by applicable local, state and federal law with respect to Plaintiff's lawful efforts to obtain any remaining state, county, municipal, sewerage authority, or other approvals associated with Plaintiff's school and related site improvements on the Subject Property.
6. **Township and ZBA Approval.** This Settlement Agreement is subject to the review and approval of the Township Council and ZBA. On December 16, 2025, the Township Council authorized this Settlement Agreement to be executed on its behalf by Township Manager Adam Brewer on or before December 31, 2025, subject to approval by vote of the ZBA at the *Whispering Woods* hearing scheduled for January 19, 2026, which approval shall be subject to the adoption of the Memorializing Resolution.
7. **Law Governing the Final Site Plan.** The Final Site Plan, including all proceedings pursuant to the Settlement Agreement, shall be governed by the Township's zoning and land use ordinances in effect at the time of the submission of Plaintiff's original application to the ZBA on or about October 24, 2022. Any discrepancy between this Settlement Agreement and the Final Site Plan shall be reasonably resolved by the Parties in consideration of the intent of the Parties as expressed in both documents.
8. **Legal Challenges to this Settlement Agreement or Approval of the Final Site Plan and All Applicable Variances and Adoption of the Memorializing Resolution.** In the event of any direct or collateral legal challenges to, appeals from, or other litigation filed

by any Party, including third parties in any forum arising from this Settlement Agreement or the ZBA's approval of the Final Site Plan and/or Adoption of the Memorializing Resolution, Defendants will oppose any such legal challenges or appeals, and vigorously defend this Settlement Agreement and the ZBA's approvals. Defendants will promptly seek removal of any such cases to federal court, and seek to have any such legal challenges or appeals heard in the United States District Court for the District of New Jersey. Defendants will not oppose any Plaintiff's application to intervene in any such direct or collateral legal challenge or appeal. Each party shall bear its own fees and costs associated with any direct or collateral legal challenge or appeal, or any other litigation arising from this Settlement Agreement or the ZBA's approval of the Final Site Plan.

9. **Enforcement By Judicial Order, Jurisdiction Retained, and Removal.** The Parties agree to jointly request through the proposed order set forth at **Exhibit B** that the Court so-order this Agreement and retain jurisdiction over this matter until a permanent CO for the Plaintiff's school and related improvements is issued. For the avoidance of doubt, the Court's retention of jurisdiction over this matter encompasses all matters relating to the *Whispering Woods* hearing referenced in Paragraph 3, any approvals referenced in Paragraphs 3(e) and 6, any legal appeals or challenges referenced in Paragraph 8, or any other matters relating to this Settlement Agreement or the construction of Plaintiff's school on the Subject Property. Accordingly, any Complaint in Lieu of Prerogative Writ or other Complaint or pleadings filed in any Division or Venue of the Superior Court of New Jersey which is removed by Defendants to the United States District Court for the District of New Jersey shall be marked as a related matter to this Action. All Parties consent to such removal and all further proceedings on any such pleadings shall be in the

United States District Court for the District of New Jersey. Once the Plaintiff receives a CO, the Parties will jointly seek dismissal of this Action according to Paragraph 12 of this Settlement Agreement.

10. **Effective Date.** The Effective Date of this Settlement Agreement will be the day on which duly-authorized representatives of the Plaintiff and all Defendants have executed the applicable signature pages to this Settlement Agreement.

11. **Release of Claims.** Upon the receipt by Plaintiff of the Settlement Payment, approval of the Final Site Plan by the ZBA, adoption of the Memorializing Resolution, affirmative votes approving the Settlement Agreement by the Township and ZBA and execution of this Settlement Agreement by all Parties, the following Release shall be effective. However, if for any reason one of these events shall not occur, this Release shall be void and of no effect.

Release: Plaintiff, its trustees, officers, officials, volunteers, agents, members, employees, vendors, assigns, successors in interest, insurers, indemnitors and attorneys and all persons acting by or through Plaintiffs (individually and collectively referred to herein as "Releasors") hereby release, acquit and forever discharge the Defendants, their respective trustees, officers, officials, volunteers, agents, members, employees, vendors, volunteers, appointees, assigns, successors in interest, insurers, indemnitors and attorneys from any and all claims, liabilities, demands, causes of action, costs, expenses, attorney's fees, damages, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions, demands, and obligations in law or equity, whether known or unknown, which they ever had, now have, or hereafter can, shall, or may have, from the beginning of time through the Effective Date of this Settlement Agreement, related to or arising from the claims and allegations set forth in the case captioned above. HOWEVER, nothing in this Release shall be construed to prevent or limit in any way Plaintiff from challenging and receiving all available remedies for any denial by Defendants or other Township entities subsequent to the Effective Date of this Settlement Agreement of any approvals or permissions needed to obtain the CO.

12. Dismissal of the Action. Within five (5) business days of the issuance of the CO, the Defendants shall file the Joint Stipulation of Dismissal, attached as **Exhibit C** to this Agreement, dismissing with prejudice all of the claims in the Action. However, any disputes then pending for resolution before the Court (to the extent not mooted per written agreement of the Parties in view of the issuance of the CO) shall be resolved prior to any dismissal. Contemporaneous with the execution of this Settlement Agreement, Plaintiff will deliver to Defendants a signed copy of the Stipulation of Dismissal, which shall be held in escrow by Defendants' counsel and not released or used for any purpose until the CO has been issued.

13. Claims Not Assigned. Each of the Parties acknowledges, represents, and warrants that they have not assigned, sold, or transferred any part of any of the claims or other matters that are being released herein by them.

14. Independent Judgment and No Other Promises. The Parties, and each of them, represent and warrant that: (a) other than as specifically set forth in this Settlement Agreement, this Settlement Agreement is executed without any reliance upon any statement, representation, promise, inducement, understanding, or agreement by or on behalf of any Party or by or on behalf of any employee, representative, agent, or attorney employed by any Party; and (b) no promise, inducement, understanding, or agreement not expressed herein has been made to any Party.

15. Authority to Enter Agreement. Each Party to this Settlement Agreement represents and warrants that it, he, or she is duly authorized to enter into this Settlement Agreement and the signatory below executing this Settlement Agreement on each such Party's behalf, has the authority to sign on behalf of such person or entity. In the event that any judicial,

legislative, or other federal, state, or municipal entity of competent jurisdiction finds or holds that any Defendants entered into this Settlement Agreement without proper authority, capacity, or subject to any disqualifying conflicts of interest, Defendants will take all necessary steps to cure such defect and ratify the execution of this Settlement Agreement and all actions taken pursuant to it on behalf of all Defendants.

16. Agreement Jointly Prepared. This Agreement, including any uncertainty or ambiguity herein, shall not be construed against any one Party, but shall be construed as if all the Parties jointly prepared this Settlement Agreement.

17. Separate and Divisible Terms. The terms and provisions of this Settlement Agreement are intended to be separate and divisible provisions and if, for any reason, any one or more of them is held to be invalid or unenforceable, neither the validity nor the enforceability of any other provision of this Settlement Agreement shall thereby be affected. If, for any reason, any court of competent jurisdiction shall find any provisions of this Settlement Agreement to be unlawful, the Parties agree that the restrictions and prohibitions contained herein shall be effective to the fullest extent allowed by law.

18. Entire Agreement and Modifications. This Agreement contains the entirety of the Parties' agreement on the terms addressed herein. Modifications of this Settlement Agreement must be in writing and will be effective upon the written consent of all the Parties or counsel authorized to and acting on their behalf.

19. No Waiver; Cure Period; Enforcement. No waiver of any provision herein shall be binding unless in writing and signed by the person or entity against whom the waiver is asserted. No waiver of any breach of any term or provision of this Settlement Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Settlement

Agreement. Any Party's failure to comply with any time limit set forth in this Agreement, except for the requirement in Paragraph 3 that the *Whispering Woods* hearing be completed in a single hearing, shall constitute a breach of this Settlement Agreement only after the non-complying party fails to cure such non-compliance within five (5) business days of the relevant deadline. The Parties retain the right to seek judicial relief to enforce this Settlement Agreement.

20. **Notice and Submissions.** Any notice required under or regarding this Settlement Agreement shall be sent by overnight delivery or courier service, and email. Notices to Plaintiffs shall be sent to the following physical and email addresses:

Sieglinde K. Rath, Esq.
Roman P. Storzer, Esq.
Storzer & Associates, P.C.
4400 Route 9 South
Suite 1000
Freehold, New Jersey 07728
rath@storzerlaw.com
storzer@storzerlaw.com

Peter McArthur, Esq.
Peter McArthur Law, LLC
75 Lane Road, Suite 204
Fairfield, NJ 07004
Tel: 973-839-9062
pete@mcarthurlaw-nj.com

Notices to Defendants shall be sent to the following physical and email addresses:

Adam Brewer, Township Manager
Township of Pequannock
Municipal Building
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
abrewer@peqtwp.org

Eric Harrison, Esq.
Scott Ketterer, Esq.
Methfessel & Werbel

2025 Lincoln Highway
Edison, NJ 08818
ketterer@methwerb.com
harrison@methwerb.com

21. Governing Law and Forum. This Settlement Agreement shall be deemed to have been executed and delivered within the State of New Jersey, and the Parties' rights and obligations hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey without regard to rules regarding choice of laws, except to the extent that federal law applies to questions regarding the Court's continuing jurisdiction in this matter or special federal common law preempts any application of state law with respect to interpretation or application of this Settlement Agreement. The United States District Court for the District of New Jersey shall retain jurisdiction to enforce the terms of this Settlement Agreement as per Paragraph 9 herein and the Parties consent to removal of all claims arising hereunder as per Paragraphs 8 and 9 of this Settlement Agreement. Notwithstanding anything to the contrary in this Settlement Agreement, federal law, including but not limited to RLUIPA, governs all substantive claims giving rise to the Action and this Settlement Agreement.

22. Execution in Counterparts. This Settlement Agreement may be executed in one or more counterparts. The signature pages of the various counterparts may be collected with one copy of the balance of this Settlement Agreement, which, together with collected and signed signature pages, shall constitute a true and correct copy of this Settlement Agreement. Photocopies or electronic scans of this Settlement Agreement (including signature pages) may be used in place of originals for any and all purposes.

Signed and Agreed by each Party as of the Effective Date.

Pascack Valley Learning Center, Inc.

By: Ross Markham, Chairman of the Board

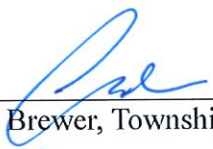
Dated: _____

Township of Pequannock, New Jersey Zoning Board of Adjustment

By: _____, Chairman

Dated: _____

Township of Pequannock, New Jersey



By: Adam Brewer, Township Manager

Dated: 1/27/26

EXHIBIT A

Final Site Plan



LOCATION / KEY MAP
SCALE: 1" = 1000'



AERIAL MAP
SCALE: 1" = 100'

TOWNSHIP OF PEQUANNOCK MAP PROPERTY OWNER LIST				TOWNSHIP OF PEQUANNOCK MAP PROPERTY OWNER LIST			
BLK	LOT	OWNER	PROPERTY TAX	BLK	LOT	OWNER	PROPERTY TAX
10A	1	JOHN J. BROWN	\$1,200.00	10A	1	JOHN J. BROWN	\$1,200.00
10A	2	JOHN J. BROWN	\$1,200.00	10A	2	JOHN J. BROWN	\$1,200.00
10A	3	JOHN J. BROWN	\$1,200.00	10A	3	JOHN J. BROWN	\$1,200.00
10A	4	JOHN J. BROWN	\$1,200.00	10A	4	JOHN J. BROWN	\$1,200.00
10A	5	JOHN J. BROWN	\$1,200.00	10A	5	JOHN J. BROWN	\$1,200.00
10A	6	JOHN J. BROWN	\$1,200.00	10A	6	JOHN J. BROWN	\$1,200.00
10A	7	JOHN J. BROWN	\$1,200.00	10A	7	JOHN J. BROWN	\$1,200.00
10A	8	JOHN J. BROWN	\$1,200.00	10A	8	JOHN J. BROWN	\$1,200.00
10A	9	JOHN J. BROWN	\$1,200.00	10A	9	JOHN J. BROWN	\$1,200.00
10A	10	JOHN J. BROWN	\$1,200.00	10A	10	JOHN J. BROWN	\$1,200.00
10A	11	JOHN J. BROWN	\$1,200.00	10A	11	JOHN J. BROWN	\$1,200.00
10A	12	JOHN J. BROWN	\$1,200.00	10A	12	JOHN J. BROWN	\$1,200.00
10A	13	JOHN J. BROWN	\$1,200.00	10A	13	JOHN J. BROWN	\$1,200.00
10A	14	JOHN J. BROWN	\$1,200.00	10A	14	JOHN J. BROWN	\$1,200.00
10A	15	JOHN J. BROWN	\$1,200.00	10A	15	JOHN J. BROWN	\$1,200.00
10A	16	JOHN J. BROWN	\$1,200.00	10A	16	JOHN J. BROWN	\$1,200.00
10A	17	JOHN J. BROWN	\$1,200.00	10A	17	JOHN J. BROWN	\$1,200.00
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10A	21	JOHN J. BROWN	\$1,200.00	10A	21	JOHN J. BROWN	\$1,200.00
10A	22	JOHN J. BROWN	\$1,200.00	10A	22	JOHN J. BROWN	\$1,200.00
10A	23	JOHN J. BROWN	\$1,200.00	10A	23	JOHN J. BROWN	\$1,200.00
10A	24	JOHN J. BROWN	\$1,200.00	10A	24	JOHN J. BROWN	\$1,200.00
10A	25	JOHN J. BROWN	\$1,200.00	10A	25	JOHN J. BROWN	\$1,200.00
10A	26	JOHN J. BROWN	\$1,200.00	10A	26	JOHN J. BROWN	\$1,200.00
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10A	35	JOHN J. BROWN	\$1,200.00	10A	35	JOHN J. BROWN	\$1,200.00
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10A	39	JOHN J. BROWN	\$1,200.00	10A	39	JOHN J. BROWN	\$1,200.00
10A	40	JOHN J. BROWN	\$1,200.00	10A	40	JOHN J. BROWN	\$1,200.00
10A	41	JOHN J. BROWN	\$1,200.00	10A	41	JOHN J. BROWN	\$1,200.00
10A	42	JOHN J. BROWN	\$1,200.00	10A	42	JOHN J. BROWN	\$1,200.00
10A	43	JOHN J. BROWN	\$1,200.00	10A	43	JOHN J. BROWN	\$1,200.00
10A	44	JOHN J. BROWN	\$1,200.00	10A	44	JOHN J. BROWN	\$1,200.00
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10A	50	JOHN J. BROWN	\$1,200.00	10A	50	JOHN J. BROWN	\$1,200.00
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10A	54	JOHN J. BROWN	\$1,200.00	10A	54	JOHN J. BROWN	\$1,200.00
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10A	60	JOHN J. BROWN	\$1,200.00	10A	60	JOHN J. BROWN	\$1,200.00
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10A	63	JOHN J. BROWN	\$1,200.00	10A	63	JOHN J. BROWN	\$1,200.00
10A	64	JOHN J. BROWN	\$1,200.00	10A	64	JOHN J. BROWN	\$1,200.00
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10A	98	JOHN J. BROWN	\$1,200.00	10A	98	JOHN J. BROWN	\$1,200.00
10A	99	JOHN J. BROWN	\$1,200.00	10A	99	JOHN J. BROWN	\$1,200.00
10A	100	JOHN J. BROWN	\$1,200.00	10A	100	JOHN J. BROWN	\$1,200.00

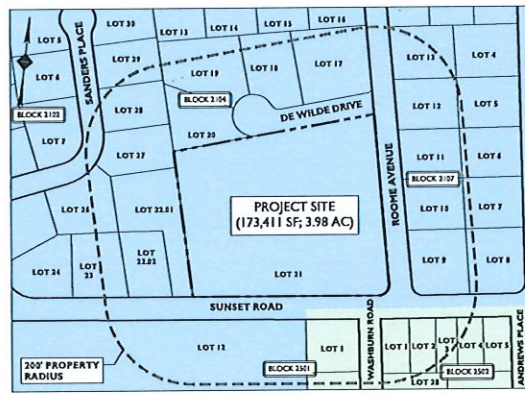
PRELIMINARY & FINAL MAJOR SITE PLAN FOR **ONE SCHOOL GLOBAL** PROPOSED 3-12 GRADE SCHOOL

BLOCK 2104, LOT 21
60 SUNSET ROAD
PEQUANNOCK TOWNSHIP, MORRIS COUNTY, NEW JERSEY

APPLICANT
ROSE MARSHALL
ONE SCHOOL GLOBAL
ROSEMARSHALL@ONESCHOOLGLOBAL.COM

OWNER
PASCACK VALLEY LEARNING CENTER
60 SUNSET ROAD
POPTON PLAINS, NEW JERSEY 07444

APPROVAL BLOCK	
APPROVED BY THE TOWNSHIP OF PEQUANNOCK ZONING BOARD	
CHAIRPERSON	DATE
SECRETARY	DATE



TAX & ZONING MAP
SCALE: 1" = 100'

ZONING LEGEND

[Symbol]	ZONE R-1
[Symbol]	ZONE R-2

PLANS PREPARED BY:



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Phone 201.340.4458 • Fax 201.340.4472

PLAN REFERENCE MATERIALS:

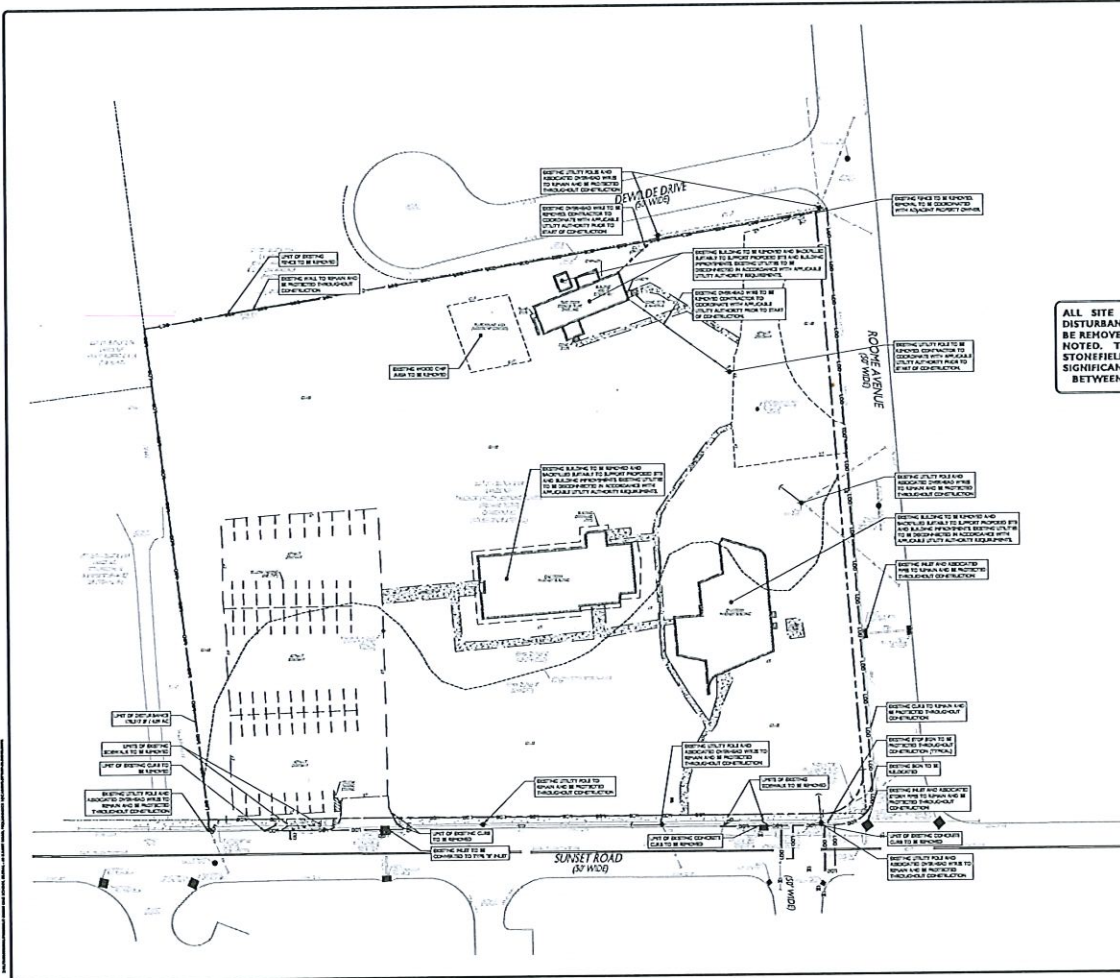
1. THIS PLAN SET REFERENCE THE FOLLOWING DOCUMENTS INCLUDING, BUT NOT LIMITED TO:
 - BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY STONEFIELD ENGINEERING & DESIGN, DATED 10/20/11, LAST REVISED 10/20/11.
 - ARCHITECTURAL PLANS PREPARED BY CASSETT ALPHEA ARCHITECTS, DATED 10/20/11.
 - LOCATION MAP OBTAINED FROM GOOGLE EARTH PRO, DATED 10/20/11.
 - GEOLOGICAL SURVEY OF NEW JERSEY, DATED 10/20/11.
 - TAX MAP OBTAINED FROM PAS, SHEETS 11 & 12, DATED 10/20/11.
 - ZONING MAP OBTAINED FROM PEQUANNOCK TOWNSHIP ZONING MAP, DATED 10/20/11.
2. ALL REFERENCE MATERIALS LISTED ABOVE SHALL BE CONSIDERED A PART OF THIS PLAN SET AND ALL INFORMATION CONTAINED WITHIN THESE MATERIALS SHALL BE UTILIZED IN CONJUNCTION WITH THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY OF EACH REFERENCE AND REVIEW IT THOROUGHLY PRIOR TO THE START OF CONSTRUCTION.

DRAWING TITLE	SHEET #
CONTRACT PLAN	C-1
EXHIBIT PLAN	C-2
EXHIBIT PLAN	C-3
GRADING PLAN	C-4
STORMWATER MANAGEMENT PLAN	C-5
UTILITY PLAN	C-6
LIGHTING PLAN	C-7
SOIL EROSION & SEDIMENT CONTROL PLAN	C-8
LANDSCAPE PLANTING PLAN	C-9 C-10
IRIGATION PLAN & DETAILS	C-11 C-12
CONSTRUCTION DETAILS	C-13 C-14

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PROPOSED 3-12 GRADE SCHOOL
60 SUNSET ROAD
POPTON PLAINS, NEW JERSEY 07444

COVER SHEET
C-1



NO.	DATE	DESCRIPTION
1	10/1/2023	PRELIMINARY & FINAL MAJOR SITE PLANS
2	10/1/2023	ONE SCHOOL GLOBAL PROPOSED 3-12 GRADE SCHOOL
3	10/1/2023	DEMOLITION PLAN
4	10/1/2023	C-2

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 PHONE: 617-552-4444 FAX: 617-552-4472
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DEMOLITION PLAN

C-2

PRELIMINARY & FINAL MAJOR SITE PLANS

ONE SCHOOL GLOBAL

PROPOSED 3-12 GRADE SCHOOL



JEFFREY M. SAVITZ, P.E.
No. 22026 expires 12/31/2025
Professional Engineer, State of New York



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engineering & design

10000 N. 10th St.
Scottsdale, AZ 85258
Phone: 480.344.8888
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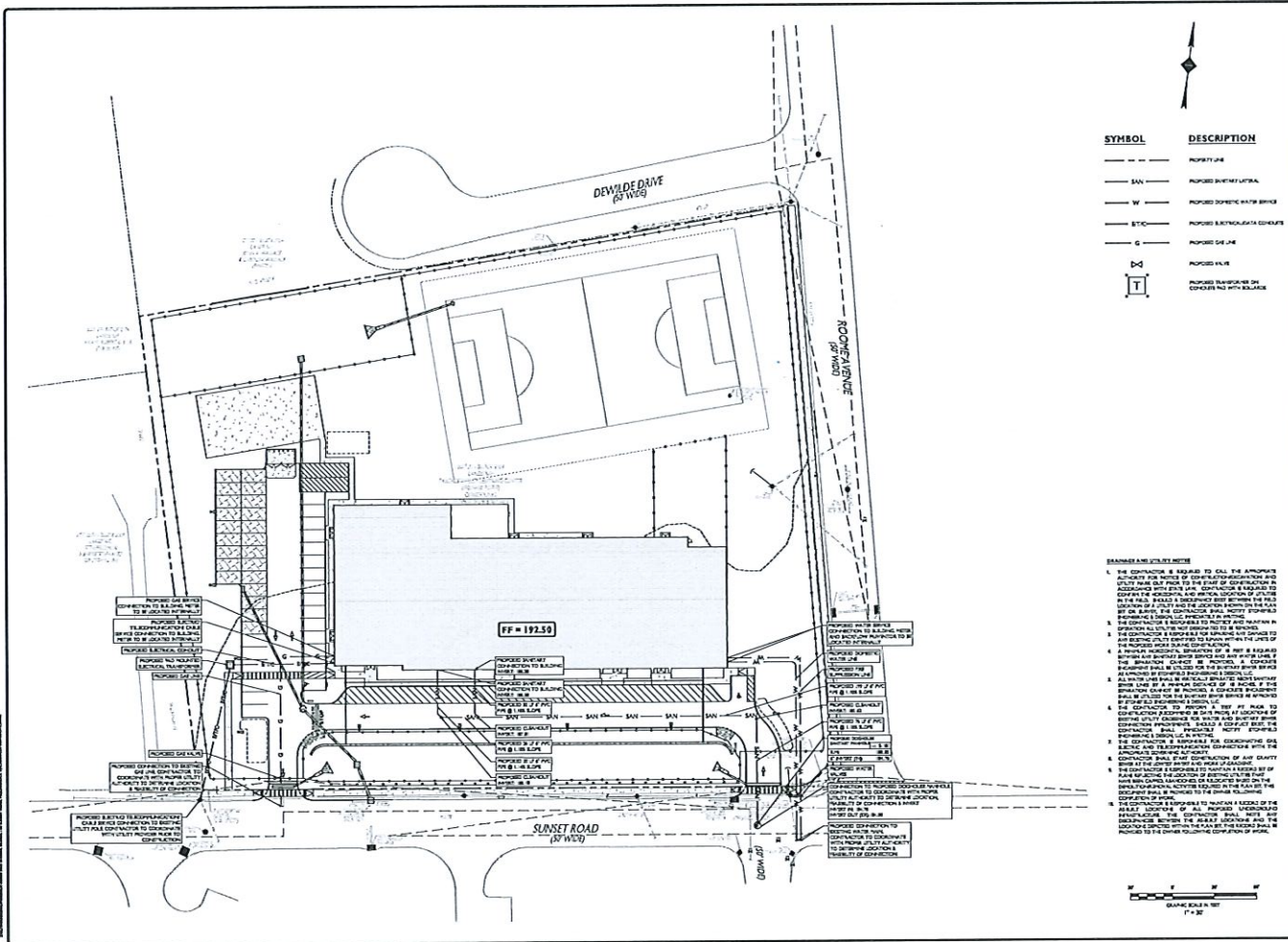
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SCALE **1" = 40'** **PROJECT NO. 2018-008**

SITE PLAN

C-3



SYMBOL	DESCRIPTION
---	PROPERTY LINE
SAN	PROPOSED SANITARY LATERAL
BTIC	PROPOSED BUTTERFLY VALVE
---	PROPOSED SEWER LINE
---	PROPOSED GAS LINE
---	PROPOSED WATER LINE

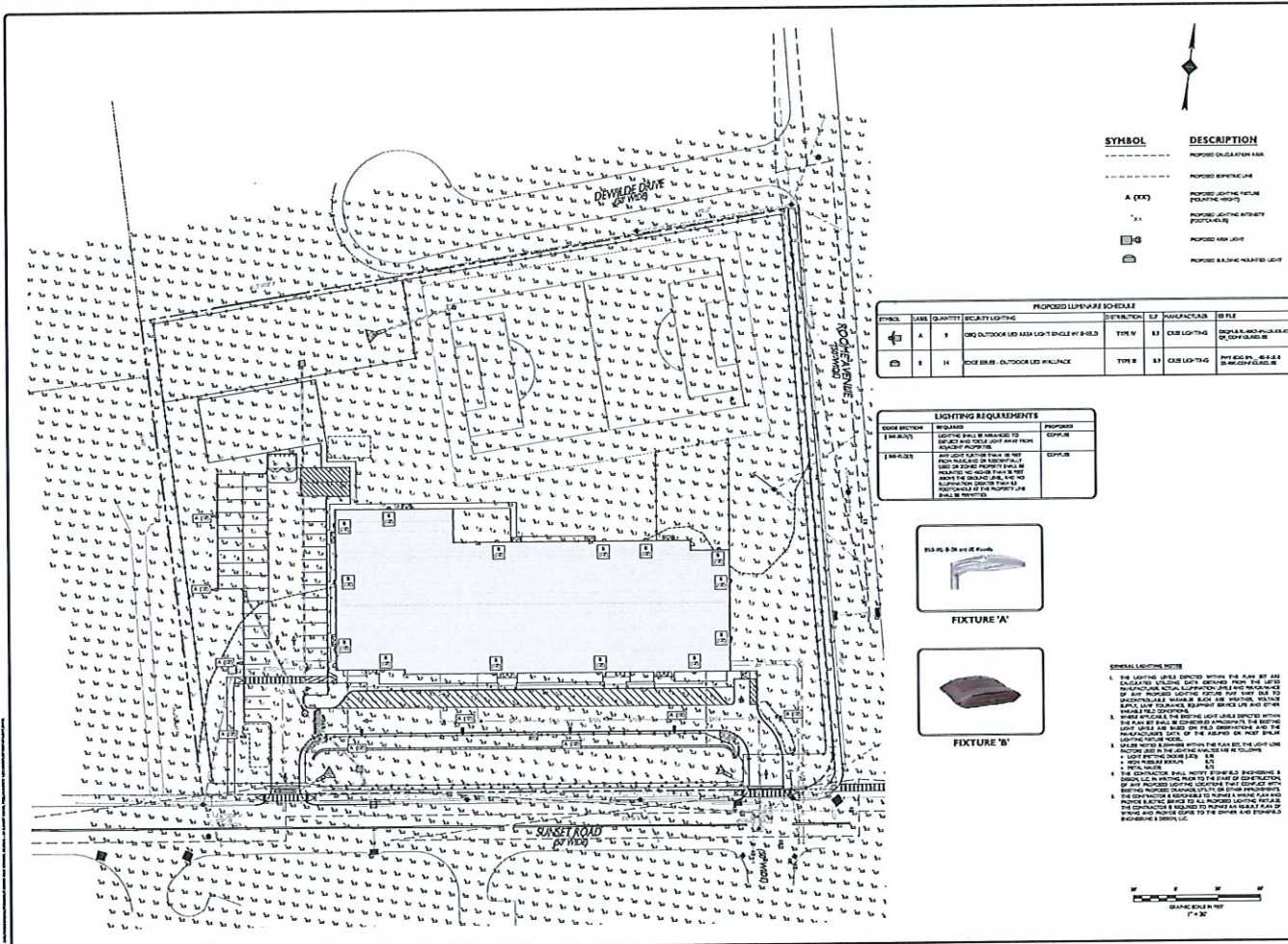
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ONE SCHOOL GLOBAL
PROPOSED 3-12 GRADE SCHOOL
PRELIMINARY & FINAL MAJOR SITE PLAN
PROJECT NO. 151-0000
SCALE: 1" = 20'
DATE: 10/1/11
DRAWN BY: J. SHUTTLE
CHECKED BY: J. SHUTTLE
APPROVED BY: J. SHUTTLE

STONEFIELD
engineering & design
SCALE: 1" = 20'
DATE: 10/1/11
DRAWN BY: J. SHUTTLE
CHECKED BY: J. SHUTTLE
APPROVED BY: J. SHUTTLE

UTILITY PLAN
C-6



SYMBOL	DESCRIPTION
	PROPOSED CALCULATION AREA
	PROPOSED BOUNDARY LINE
	PROPOSED LIGHTING FIXTURE (POLE-TO-HEIGHT)
	PROPOSED LIGHTING FIXTURE (FOOT-CANDLE)
	PROPOSED NEW LIGHT
	PROPOSED BUILDING-MOUNTED LIGHT

SPACE	AREA	QUANTITY	SECURITY LIGHTING	TYPE	TYPE	TYPE	TYPE	TYPE
A	1	1	ONE OUTDOOR LED AREA LIGHT SINGLE W/ SHIELD	TYPE IV	8.5	ONE LIGHTING	8.5	ONE LIGHTING
B	1	1	ONE BRUSH OUTDOOR LED WALLWASH	TYPE IV	8.5	ONE LIGHTING	8.5	ONE LIGHTING

CODE SECTION	REQUIREMENT	REQUIREMENT
1.0	ALL LIGHTING SHALL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR ALL ACTIVITIES AND TO BE COMPATIBLE WITH THE SURROUNDING ENVIRONMENT.	COMPLY
2.0	ALL LIGHTING SHALL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR ALL ACTIVITIES AND TO BE COMPATIBLE WITH THE SURROUNDING ENVIRONMENT.	COMPLY



FIXTURE 'A'



FIXTURE 'B'

- GENERAL LIGHTING NOTES:**
- ALL LIGHTING SHALL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR ALL ACTIVITIES AND TO BE COMPATIBLE WITH THE SURROUNDING ENVIRONMENT.
 - ALL LIGHTING SHALL BE DESIGNED TO PROVIDE ADEQUATE ILLUMINATION FOR ALL ACTIVITIES AND TO BE COMPATIBLE WITH THE SURROUNDING ENVIRONMENT.
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ONE SCHOOL GLOBAL
PROPOSED 1-12 GRADE SCHOOL

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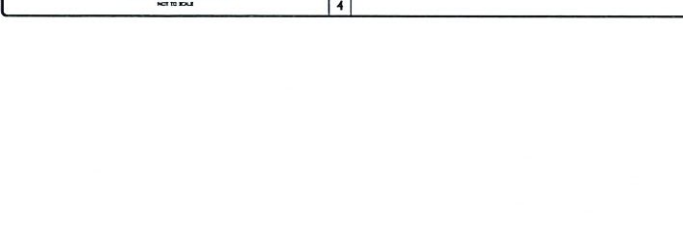
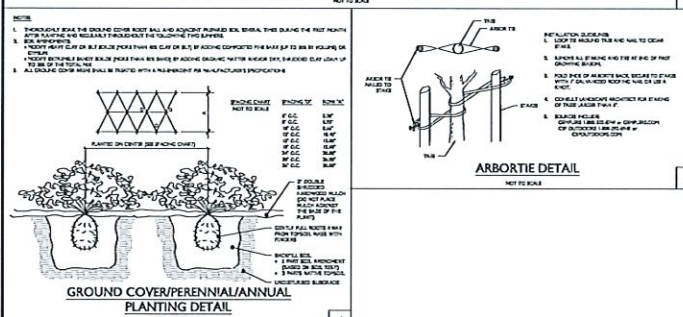
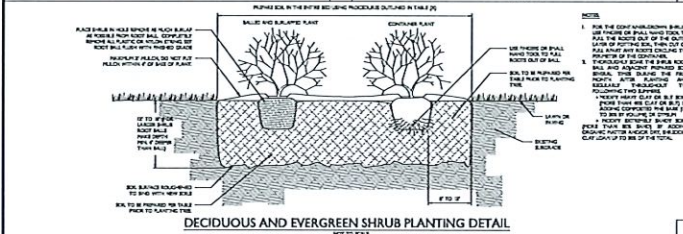
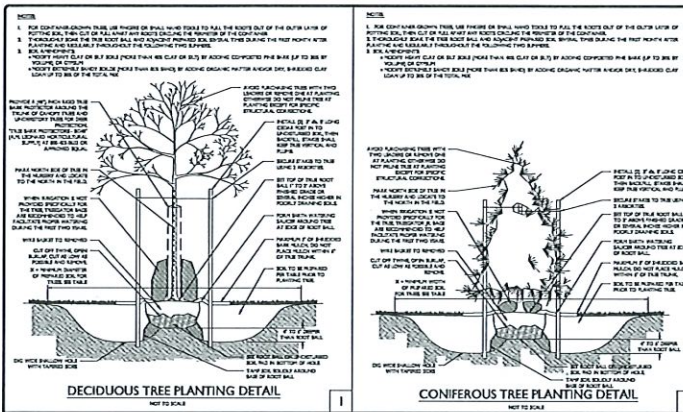
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DATE: 1/1/2020

LIGHTING PLAN

C-7

[illegible]



GENERAL NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
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NO.	REVISION	DATE	DESCRIPTION
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10	ISSUED FOR PERMIT	10/1/2010	ISSUED FOR PERMIT

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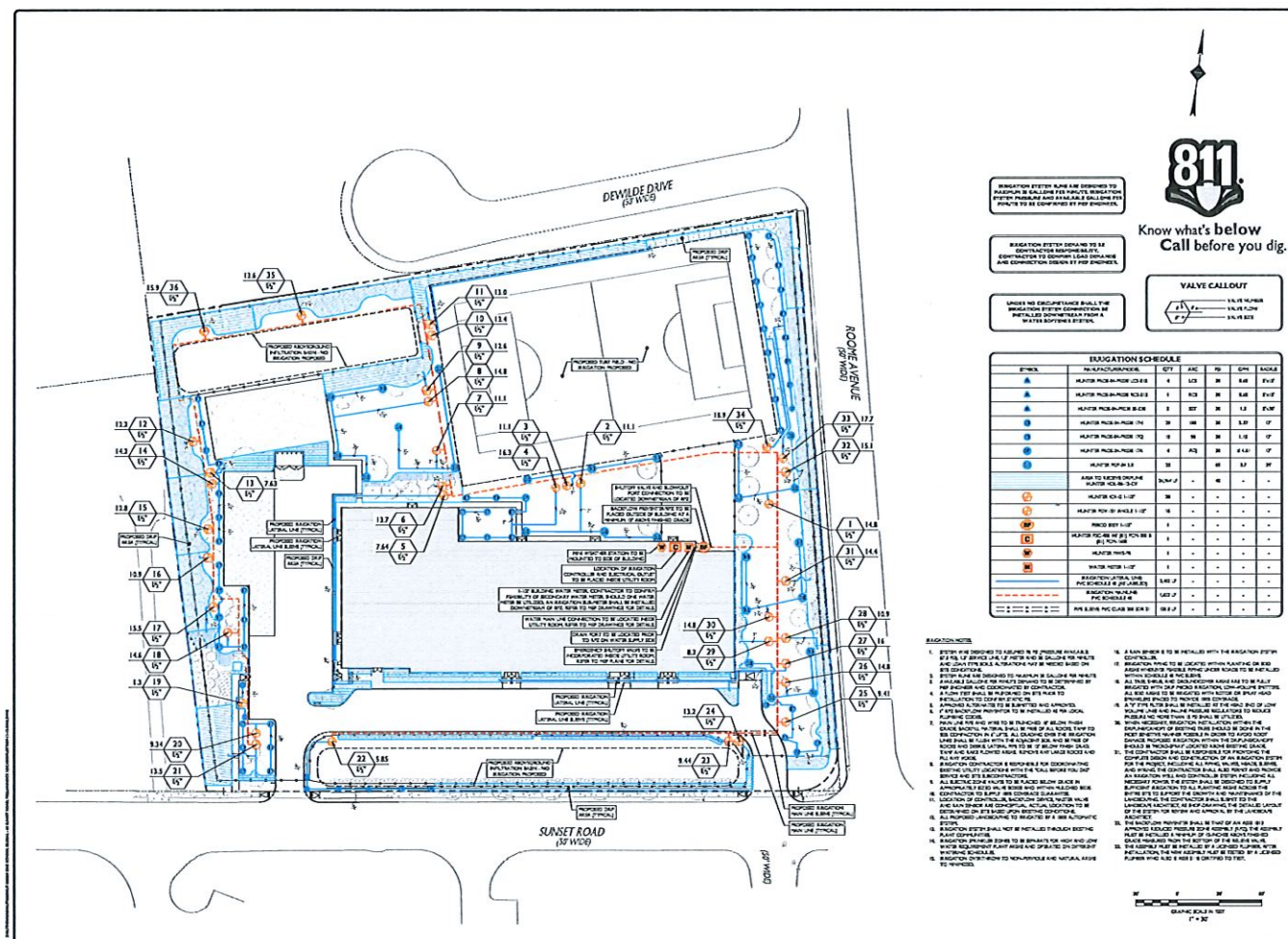
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PROPOSED 3-12 GRADE SCHOOL

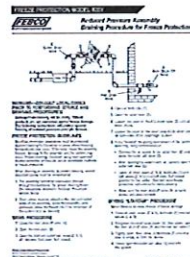
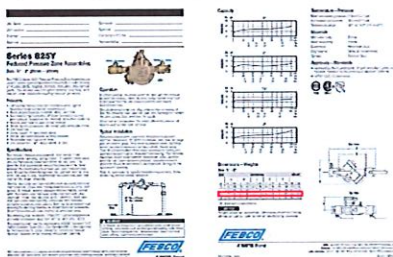
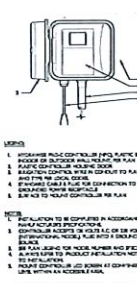
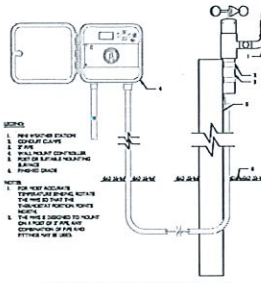
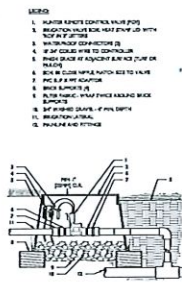
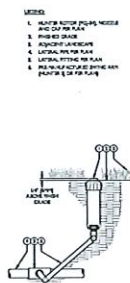
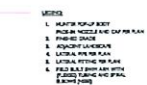
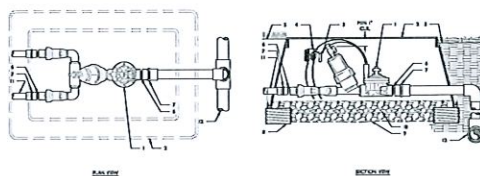
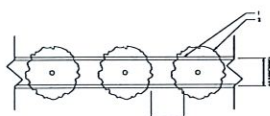
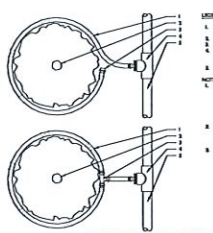
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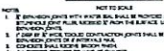
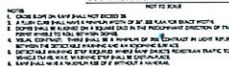
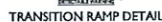
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C-10



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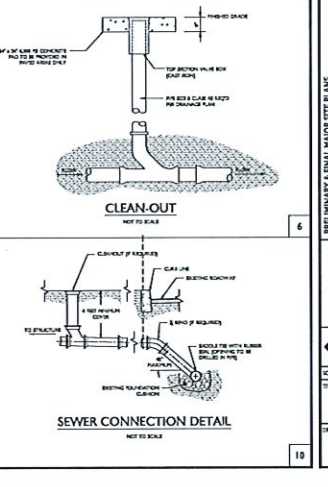
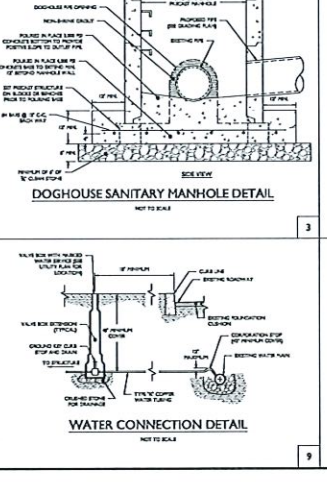
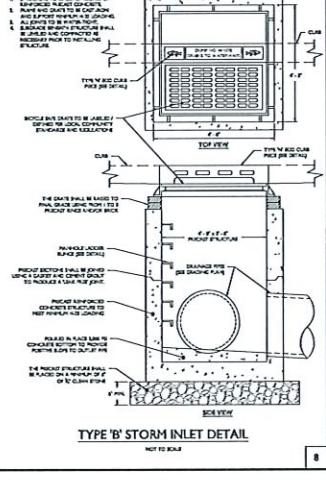
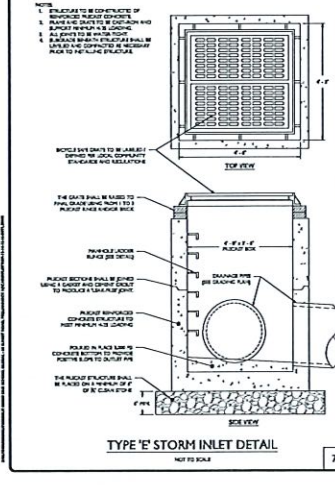
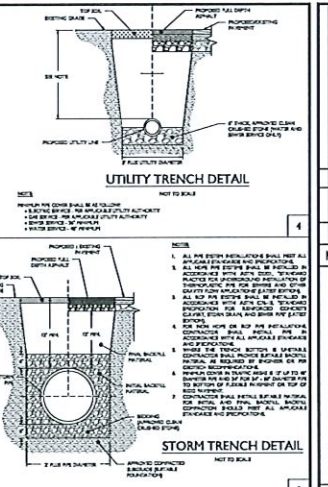
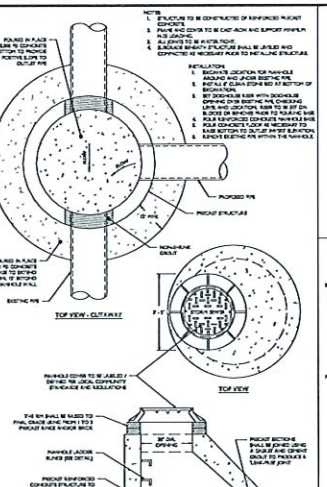
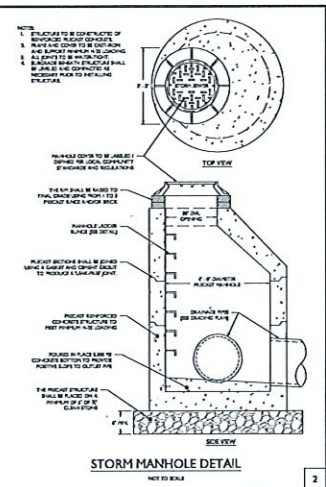
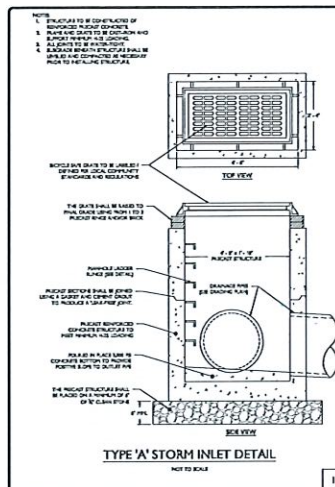
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PRELIMINARY & FINAL MAJOR SITE PLANS
ONE SCHOOL GLOBAL
PROPOSED 3-12 GRADE SCHOOL



NO.	REVISION	DATE	DESCRIPTION
1	AS SHOWN	08/01/2011	PRELIMINARY & FINAL SITE PLANS
2	AS SHOWN	08/01/2011	CONSTRUCTION DETAILS
3	AS SHOWN	08/01/2011	CONSTRUCTION DETAILS
4	AS SHOWN	08/01/2011	CONSTRUCTION DETAILS
5	AS SHOWN	08/01/2011	CONSTRUCTION DETAILS
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10	AS SHOWN	08/01/2011	CONSTRUCTION DETAILS

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ONE SCHOOL GLOBAL
PROPOSED 3-12 GRADE SCHOOL

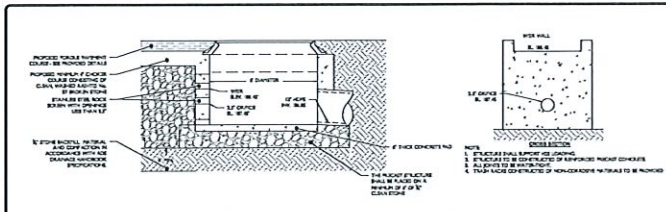
ATTON H. SMITZ, P.E.
101 N. 2ND STREET, SUITE 100
JERSEY CITY, NJ 07310

SCALE: AS SHOWN PROJECT NO. 2011-001

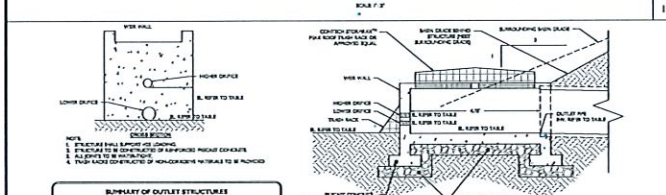
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DATE: 08/01/2011

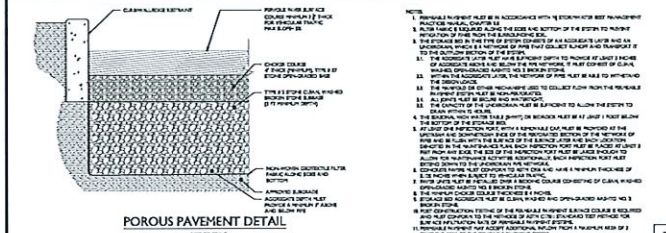
C-14



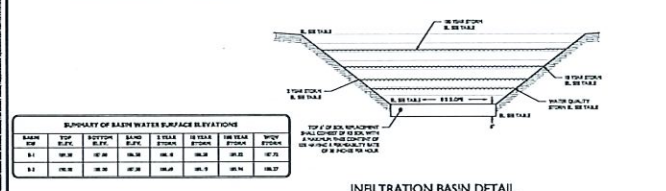
POROUS PAVEMENT OUTLET STRUCTURE (OS-2)



ABOVE-GROUND OUTLET STRUCTURE (OS-1 & OS-3) DETAIL



POROUS PAVEMENT DETAIL



INFILTRATION BASIN DETAIL

DSO Series
LED LIGHTING SYSTEMS

Light Fixture 'A' DETAIL

NOT TO SCALE

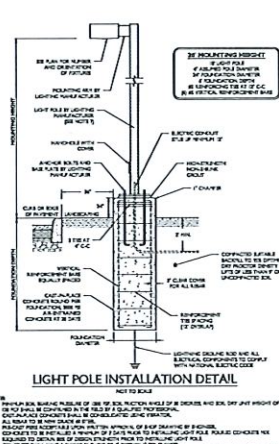
CREE LIGHTING

THE EDGE Series
LED LIGHTING SYSTEMS

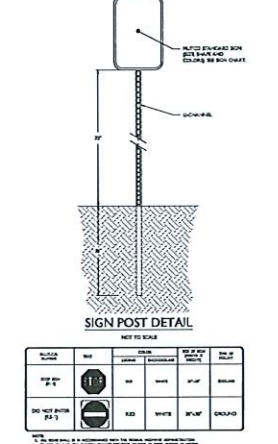
Light Fixture 'B' DETAIL

NOT TO SCALE

CREE LIGHTING



LIGHT POLE INSTALLATION DETAIL



SIGN POST DETAIL

PLATE NUMBER	TAG	COLOR		SIZE OF SIGN (MINIMUM X MAXIMUM)	TYPE OF MOUNT
		FORWARD	REARWARD		
STOP SIGN (8-5)		RED	WHITE	30" X 30"	BRACKET
DO NOT ENTER (8-7)		RED	WHITE	30" X 30"	BRACKET

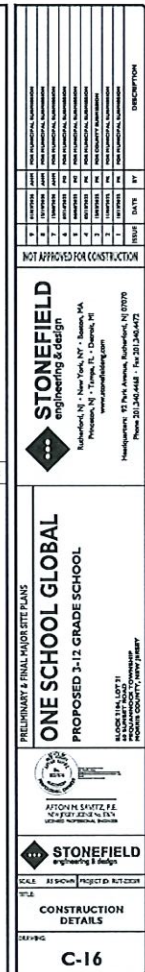
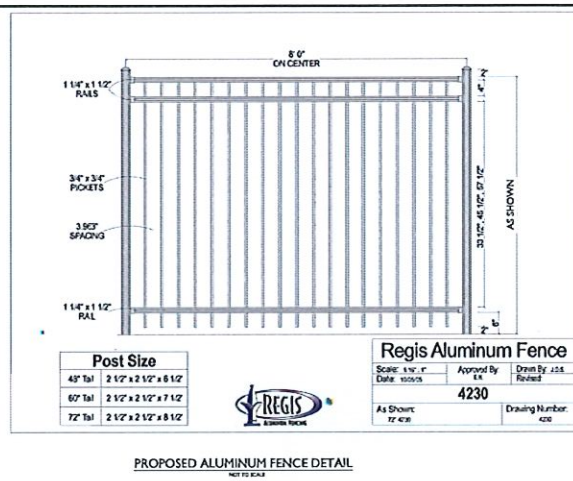
NOTE:
 1. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL SIGNAGE APPROVAL/ADDITION.

STONEFIELD
engineering & design

ONE SCHOOL GLOBAL
PROPOSED 3-12 GRADE SCHOOL

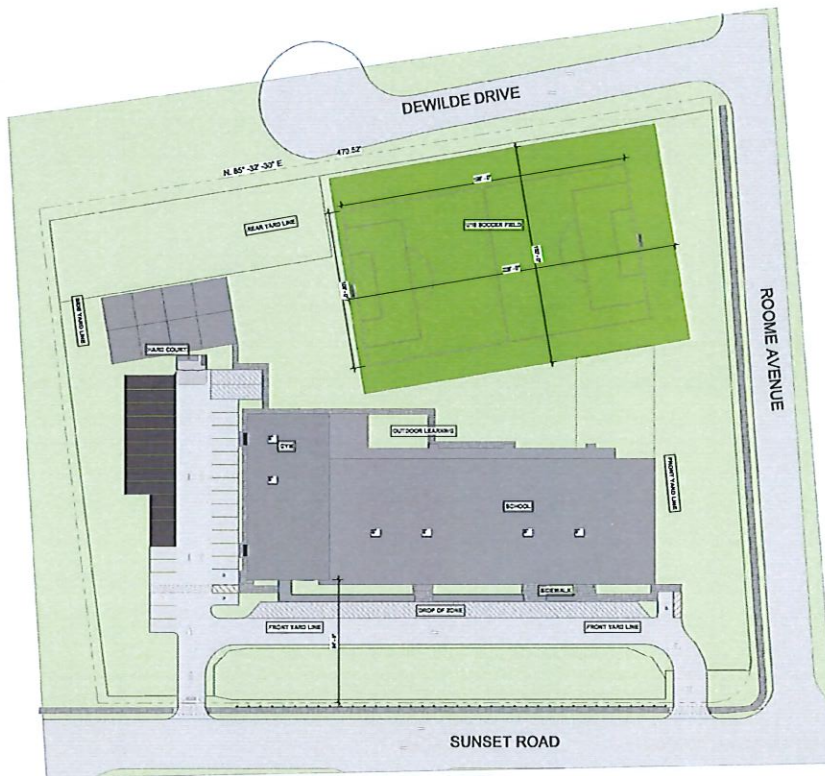
CONSTRUCTION DETAILS

C-15

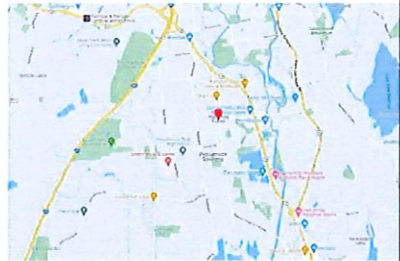


ONE SCHOOL GLOBAL

60 SUNSET ROAD,
PEQUANNOCK TOWNSHIP,
MORRIS COUNTY NJ



LOCATION MAP



CONCEPTUAL VIEW



GRA
DESIGN STUDIO

GREGORY RALPH ARCHITECT
200 ROUTE 20 EAST SUITE 201
GREEN BROOK, NJ 08041
TEL: 908-266-9132

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Gregory Ralph
New Jersey

Project: 12-00000000-0000
Drawing: 12-00000000-0000
Drawing Title: 12-00000000-0000
Drawing Date: 12-00000000-0000

Project: 12-00000000-0000

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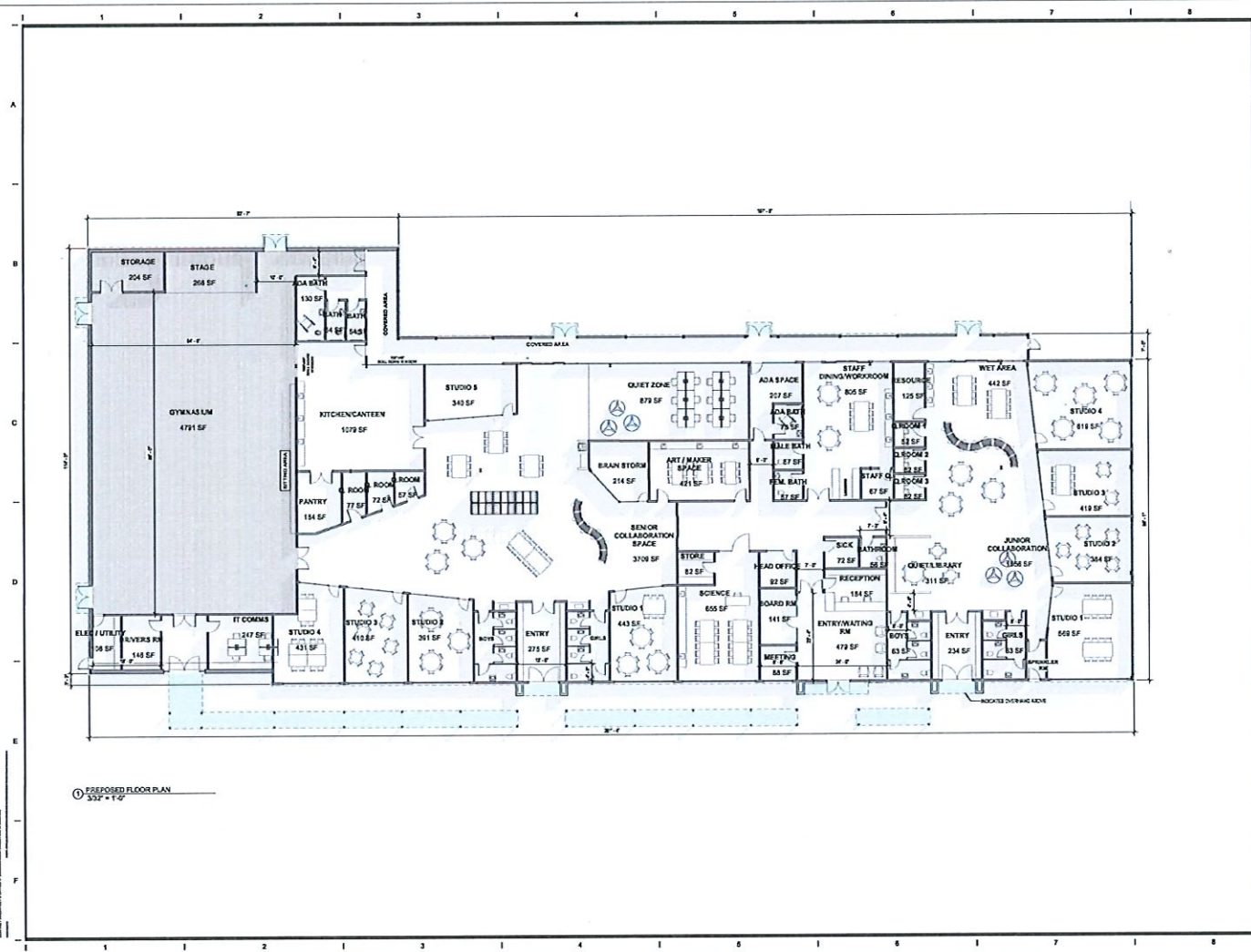
Project: 12-00000000-0000

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DESIGN STUDIO

GREGORY RALPH ARCHITECT
228 ROUTE 22 EAST SUITE 201
GREEN BROOK, NJ 07630
TEL: 978-288-0132



Gregory Ralph
New Jersey

RELATIVE		
BIRTH DATE		
BIRTH PLACE		
BIRTH TIME		
BIRTH MONTH		
BIRTH YEAR		
BIRTH DAY		
BIRTH HOUR		
BIRTH MINUTE		
BIRTH SECOND		
BIRTH MILLISECOND		
BIRTH MICROSECOND		
BIRTH NANSECOND		
BIRTH PICOSECOND		
BIRTH FEMTOSECOND		
BIRTH ATTOSECOND		
BIRTH ZEPTOSECOND		
BIRTH YOKTOSECOND		
BIRTH XENON		
BIRTH ARGON		
BIRTH NEON		
BIRTH HELIUM		
BIRTH HYDROGEN		
BIRTH CARBON		
BIRTH OXYGEN		
BIRTH NITROGEN		
BIRTH FLUORINE		
BIRTH CHLORINE		
BIRTH BROMINE		
BIRTH IODINE		
BIRTH THALLIUM		
BIRTH LEAD		
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BIRTH POLONIUM		
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BIRTH RADON		
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BIRTH ALKALINE EARTH		
BIRTH TRANSITION METAL		
BIRTH POST TRANSITION METAL		
BIRTH METALLOID		
BIRTH NONMETAL		
BIRTH HALOGEN		
BIRTH NOBIL		
BIRTH RARE EARTH		
BIRTH SCANDIUM		
BIRTH TITANIUM		
BIRTH VANADIUM		
BIRTH CHROMIUM		
BIRTH MANGANESE		
BIRTH IRON		
BIRTH COBALT		
BIRTH NICKEL		
BIRTH COPPER		
BIRTH ZINC		
BIRTH GALLIUM		
BIRTH GERMANIUM		
BIRTH ARSENIC		
BIRTH SELENIUM		
BIRTH BROMINE		
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BIRTH SCANDIUM		
BIRTH TITANIUM		
BIRTH VANADIUM		

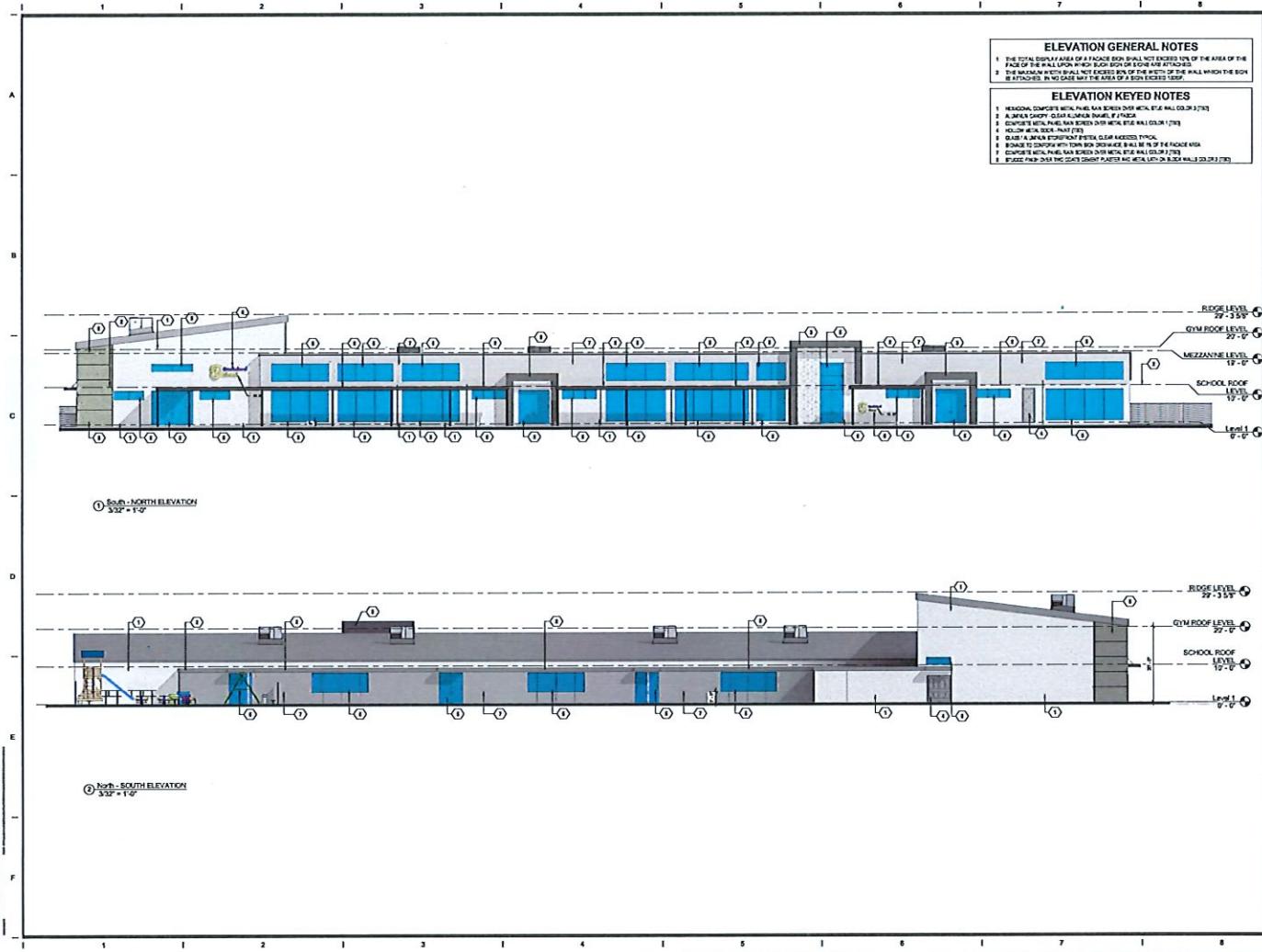
PROJECT:
ONE SCHOOL GLOBAL

86 SUNSET ROAD, PEQUAMNOCK
TOWNSHIP,
NORTH DAKOTA 581

WORTH COUNTY, GA
BLOCK 2-04, LOT 21

DRAWING TITLE:
SCHEMATIC FLOOR

PLAN



- ELEVATION GENERAL NOTES**
1. THE TOTAL DISPLAY AREA OF A FACADE SIGN SHALL NOT EXCEED 10% OF THE AREA OF THE FACE OF THE BUILDING AND NO SIGN OR SIGNAGE SHALL BE PLACED ON THE ROOF OR ON THE SIDE OF THE BUILDING.
 2. THE MAXIMUM HEIGHT SHALL NOT EXCEED 10 FEET ABOVE THE FINISHED GRADE OF THE SITE.
 3. THE MAXIMUM HEIGHT SHALL NOT EXCEED 10 FEET ABOVE THE FINISHED GRADE OF THE SITE.
- ELEVATION KEYED NOTES**
1. REGULAR COMPOSITE METAL PANELS MAX EXPOSED OVER METAL STEEL WALL COLOR 17173
 2. ALUMINUM COMPOSITE METAL PANELS MAX EXPOSED OVER METAL STEEL WALL COLOR 17173
 3. COMPOSITE METAL PANELS MAX EXPOSED OVER METAL STEEL WALL COLOR 17173
 4. REGULAR METAL PANELS MAX EXPOSED OVER METAL STEEL WALL COLOR 17173
 5. ALUMINUM COMPOSITE METAL PANELS MAX EXPOSED OVER METAL STEEL WALL COLOR 17173
 6. REGULAR METAL PANELS MAX EXPOSED OVER METAL STEEL WALL COLOR 17173
 7. REGULAR METAL PANELS MAX EXPOSED OVER METAL STEEL WALL COLOR 17173
 8. REGULAR METAL PANELS MAX EXPOSED OVER METAL STEEL WALL COLOR 17173

GRA
DESIGN STUDIO

GREGORY RALPH ARCHITECT
200 SOUTH BROAD STREET, 8TH FLOOR
NEW YORK, NY 10038
TEL: 212-512-1234



Gregory Ralph
New Jersey

DATE: 10/1/2020
BY: GREGORY RALPH
CHECKED BY: GREGORY RALPH
PROJECT: ONE SCHOOL GLOBAL

PROJECT: ONE SCHOOL GLOBAL

200 SOUTH BROAD STREET, 8TH FLOOR
NEW YORK, NY 10038
TEL: 212-512-1234

PROJECT: ONE SCHOOL GLOBAL

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NEW YORK, NY 10038
TEL: 212-512-1234

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PROJECT: ONE SCHOOL GLOBAL

200 SOUTH BROAD STREET, 8TH FLOOR
NEW YORK, NY 10038
TEL: 212-512-1234

PROJECT: ONE SCHOOL GLOBAL

1 2 3 4 5 6 7 8
A
SPECIFICATION DETAILS
SIGN TYPE - LOGO - GYM - 42 SF



B
C
D
E
F
SPECIFICATION DETAILS
SIGN TYPE - LOGO - FRONT - 115 SF



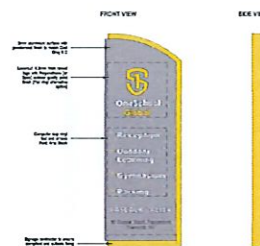
DATE: November 06, 2023
BY: Ben Smith
QUANTITY: 1 (42 SF) / 1 (115 SF)
SUBMIT: Applied in accordance
SHEETING: NA
COLORS: ● PMS 287C
● PMS 282C



① LOGO 42 SF
1" = 1'-0"



① LOGO 115 SF
1" = 1'-0"



① LOGO 115 SF
3/4" = 1'-0"

GRA
DESIGNSTUDIO

GREGORY RALPH ARCHITECTS
200 ROUTE 22 EAST SUITE 201
GREEN BROOK, NJ 08040
TEL: 908 586 0100

PROJECT: One School Global



Gregory Ralph
New Jersey
Architect

DATE: 11/06/23
BY: Ben Smith
CHECKED: [Signature]
DATE: 11/06/23
BY: [Signature]

PROJECT: ONE SCHOOL GLOBAL

200 ROUTE 22 EAST SUITE 201
GREEN BROOK, NJ 08040
TEL: 908 586 0100

DATE: 11/06/23

BY: Ben Smith

CHECKED: [Signature]

DATE: 11/06/23

BY: [Signature]

CHECKED: [Signature]

DATE: 11/06/23

BY: [Signature]

CHECKED: [Signature]

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BY: [Signature]

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SD-6



GRA
DESIGNSTUDIO

GREGORY RAHM ARCHITECT
300 SOUTH 80 EAST AVENUE WEST
GREEN BROOK, NJ 08822
TEL: 862.586.0202



Gregory Rahm
New Jersey
Date: 1/1/2018
Project: ONE SCHOOL GLOBAL
Drawing: RENDER 3

Client:	
Architect:	
Engineer:	
Interior Designer:	
Landscaper:	
Other:	
Contractor:	
Material:	
Color:	
Finish:	
Texture:	
Scale:	
Notes:	

NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROJECT
ONE SCHOOL GLOBAL

80 BUNNET ROAD, PROLAH, OKLA
TOWNSHIP
BLISS, OKLAHOMA 73008

DRAWING TITLE
RENDER 3

DATE: 1/1/2018

BY: AR-3



GRA
DESIGN STUDIO

GREGORY RALPH ARCHITECT
238 ROUTE 28 EAST SUITE 201
GREEN BROOK, NJ 07643
TEL: 800-585-7700

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Gregory Ralph
New Jersey
JULY 1, 2010
JULY 1, 2010

OWNER: BOARD OF EDUCATION, GREEN BROOK, NJ
PROJECT: ONE SCHOOL GLOBAL
DATE: 07/10/10

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	07/10/10
2	ISSUED FOR PERMIT	07/10/10
3	ISSUED FOR PERMIT	07/10/10
4	ISSUED FOR PERMIT	07/10/10
5	ISSUED FOR PERMIT	07/10/10
6	ISSUED FOR PERMIT	07/10/10
7	ISSUED FOR PERMIT	07/10/10
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18	ISSUED FOR PERMIT	07/10/10
19	ISSUED FOR PERMIT	07/10/10
20	ISSUED FOR PERMIT	07/10/10

PROJECT: ONE SCHOOL GLOBAL

35 BLANCKE ROAD, PROLAHOCK
TOWNSHIP
MORRIS COUNTY, NJ
BLOCK 1, LOT 10

DATE: 07/10/10

DRAWING TITLE:

RENDER 6

SHEET:

AR-6

EXHIBIT B

**THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

PASCACK VALLEY LEARNING CENTER, INC., Plaintiff, v. TOWNSHIP OF PEQUANNOCK, NEW JERSEY, and TOWNSHIP OF PEQUANNOCK, NEW JERSEY ZONING BOARD OF ADJUSTMENT Defendants.	Case No. 2:25-cv-2088 CONSENT ORDER
--	--

THIS MATTER having been brought before the Court on the Complaint of Pascack Valley Learning Center, Inc. (“Plaintiff”) against the Township of Pequannock, New Jersey (“Township”), and the Township of Pequannock, New Jersey Zoning Board of Adjustment (“ZBA”) pursuant to the Free Exercise Clause of the First Amendment and Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, 42 U.S.C. § 1983, the Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. §§ 2000cc, *et seq.* (“RLUIPA”) and New Jersey state law; and,

WHEREAS, on March 26, 2025, the Plaintiff filed a Complaint against Defendants in the United States District Court for the District of New Jersey captioned *Pascack Valley Learning Center, Inc. v. Township of Pequannock, et al.*, Civil Action No. 2:25-cv-02088 (“Action”); and

WHEREAS, the Township and ZBA filed an Answer on May 28, 2025; and

WHEREAS, Defendants deny all liability for the claims asserted by Plaintiff; and

WHEREAS, the Parties have determined to resolve all aspects of this litigation and agree that all claims should be resolved amicably and without protracted, expensive and unnecessary litigation; and

WHEREAS, the Court has reviewed the Parties' Settlement Agreement and finds it to be fair and reasonable; and

WHEREAS, this Court has jurisdiction over the subject matter of this Action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1367; and

WHEREAS, this Court has personal jurisdiction over Defendants; and

WHEREAS, venue is proper in this District;

IT IS on this ____ day of _____, 2025, **ORDERED, ADJUDGED** and **DECREED** as follows:

- 1) The terms of the Parties' Settlement Agreement, dated _____, 2025, a copy of which is attached to this Order, are each hereby incorporated into this Order and are fully enforceable as an Order of this Court.
- 2) This Court shall retain jurisdiction in this case for all purposes for the term and as set forth in the Parties' Settlement Agreement.

IT IS SO ORDERED.

Dated: _____, 2025

Hon. Madeleine Arleo Cox
United States District Judge

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

PASCACK VALLEY LEARNING CENTER, INC., Plaintiff, v. TOWNSHIP OF PEQUANNOCK, NEW JERSEY, and TOWNSHIP OF PEQUANNOCK, NEW JERSEY ZONING BOARD OF ADJUSTMENT Defendants.	Case No. 2:25-cv-2088 STIPULATION OF DISMISSAL
--	---

PLEASE TAKE NOTICE THAT, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the Parties, by and through their undersigned attorneys, hereby give notice that the above-captioned action is voluntarily dismissed, with prejudice.

Date: _____, 2025

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Roman P. Storzer, Esq., *admitted pro hac vice*
Storzer & Associates, P.C.
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Suite 1000
Freehold, NJ 07728
rath@storzerlaw.com
storzer@storzerlaw.com

Peter McArthur, Esq. (#014411986)
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75 Lane Road, Suite 204
Fairfield, NJ 07004
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Attorney for Defendants