

## AGREEMENT

**THIS AGREEMENT**, made on \_\_\_\_\_, 2025, between, Yizhang Chan ("Applicant") with an address at 265 Newark Pompton Turnpike, Wayne, NJ 07470 and Passaic County ("County"), with an address at 401 Grand Street, Room 417, Paterson, New Jersey 07505 ("Applicant" and "County" collectively referred to as the "Parties").

### WITNESS:

WHEREAS, Applicant filed an Application (File# SP-24-020) for Site Plan Approval ("Application") to construct and develop real property on a Passaic County roadway located at 265 Newark Pompton Turnpike, Wayne, New Jersey, Block 1505, Lot 11 ("Project"); and

WHEREAS, a Site Plan, originally dated January 23, 2023, revised on November 27, 2024, ("Site Plan"), prepared by Darmstatter, Inc. was submitted to the Passaic County Planning Board, received a review letter ("Site Plan Review Letter") withholding approval of the application, subject to certain terms and conditions set forth therein; and

WHEREAS, the Site Plan Review Letter, specifically requires the Applicant to enter into an agreement to install sidewalk and curbing along the property frontage of 265 Newark Pompton Turnpike at a later date, if and when requested by the Passaic County Engineer ("County Engineer") or the Passaic County Planning Board, at no cost to the County; and

WHEREAS, the Applicant submits this Agreement to comply with the terms of the Site Plan Review Letter.

NOW, THEREFORE, for good and valuable consideration received by Applicant, and for further good cause, Applicant herewith agrees to the following:


1. If and when the County Engineer or the Passaic County Planning Board requests that the owner of Block 1505, Lot 11 install sidewalk and curbing across any or all frontage of 265 Newark Pompton Turnpike, the owner(s) of that Lot will install sidewalk and curbing in conformance with the Residential Site Improvements Standards (RSIS) to the extent such improvements are not already installed, at their own cost.

2. This agreement shall inure to the benefit of and be binding upon the Parties hereto, their heirs, personal representatives, successors and assigns and shall be a covenant that runs with the land described above and this Agreement shall be recorded in the office of the Passaic County Clerk.

3. This Agreement shall be governed by the Laws of the State of New Jersey and shall only be amended in writing signed by all Parties.

[SIGNATURES APPEAR ON NEXT PAGE]

**Witness:**

  
**Name:** Kathy C. Heck  
**Title:** Notary Public  
State of New Jersey

**Applicant:**  
**YIZHANG CHEN**

**By:** 

**COUNTY OF PASSAIC**

**Name:** Louis E. Imhof III  
**Title:** Clerk to the Board

**By:** \_\_\_\_\_  
**Name:** Pat Lepore  
**Title:** County Commissioner Director

**RECORD AND RETURN TO:  
OFFICE OF THE COUNTY COUNSEL  
401 GRAND STREET, ROOM 214  
PATERSON, NJ 07505**

STATE OF NEW JERSEY

}  
}  
}

COUNTY OF PASSAIC

I CERTIFY that on April 15, 2025, YIZHANG CHEN,  
personally known to me or proven to me under oath and to my satisfaction,  
personally appeared before me and did acknowledge under oath and to my  
satisfaction that:

- (a) This person is the owner of the Property;
- (b) This document was signed and delivered by voluntary act within the  
signer's authority;
- (c) This person attested to the truth of these facts.

*Kathy C. Heck*

Notary Public

KATHY C. HECK  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 28, 2028

STATE OF NEW JERSEY

}  
}  
}

COUNTY OF PASSAIC

I CERTIFY that on \_\_\_\_\_, 2025, Pat Lepore, personally  
known to me or proven to me under oath and to my satisfaction, personally  
appeared before me and did acknowledge under oath and to my satisfaction  
that:

- (a) This person is the Director of the Board of County Commissioners of  
COUNTY OF PASSAIC,
- (b) This document was signed and delivered by voluntary act within the  
signer's authority;
- (c) This person attested to the truth of these facts.

\_\_\_\_\_  
Notary Public of State of New Jersey