

AGREEMENT

THIS AGREEMENT, made on February 14th, 2025, between, the Holy Institution Panagia Soumela ("Applicant") with an address at 253 Marshall Hill Road, West Milford Township, Passaic County, NJ, 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-21-002) for Site Plan Approval ("Application") to construct and develop real property on a Passaic County roadway located at 253 Marshall Hill Road, West Milford, New Jersey, Block 6404, Lot 10 ("Project"); and

WHEREAS, a Site Plan, originally dated September 11, 2020, revised on April 10, 2023 ("Site Plan"), prepared by J.R. Houser, P.E., 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 Marshall Hill Road 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 6404, Lot 10 install sidewalk and curbing across any or all frontage of Marshall Hill Road, 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: Stephan Thomatos, PE
Title: Treasurer

Applicant:

By: 

Name: Haralambos V. Vasiliadis | Ph.D.,
P.E, DEE, D.WRE, CIH
Title: President

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 YORK }

COUNTY OF QUEENS }

I CERTIFY that on 5th of MARCH, 2025, Stephen Thomate, Horalomys V. Vain Drell, 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.

Thalia Moshakos
Notary Public

THALIA MOSHAKOS
Notary Public, State of New York
No. 01MO6175393
Qualified in Queens County
Certificate Filed in New York County
Commission Expires October 9, 2027

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