

AGREEMENT

THIS AGREEMENT, made on _____, 2025, between, **Basis Industrial Acquisitions, LLC** (“Applicant”) with an address at 4800 Federal Highway, Suite B200 Room 34, Boca Raton, FL, 33431, 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-24-022) for Site Plan Approval (“Application”) to construct and develop real property on a Passaic County roadway located at 555 Paterson-Hamburg Turnpike, Wayne, New Jersey, Block 2800, Lot 7 (“Project”); and

WHEREAS, a Site Plan, originally dated September 26, 2022, revised through January 15, 2025 (“Site Plan”), prepared by Dynamic Engineering Consultants, PC 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 Paterson-Hamburg 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 2800, Lot 7 install sidewalk and curbing across any or all frontage of 555 Paterson-Hamburg 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.

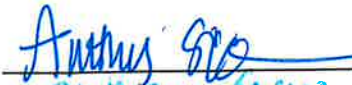
3. This Agreement shall be governed by the Laws of the State of New Jersey and shall only be amended in writing signed by all Parties.

[SIGNATURES APPEAR ON NEXT PAGE]

Witness:


Name: Zoe Daniel
Title: Director of
Development

Applicant:

By: 
Name: Anthony Scavo
Title: manager

COUNTY OF PASSAIC

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

By: _____
Name: **John W. Bartlett**
Title: **County Commissioner Director**

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

STATE OF Florida }

COUNTY OF Orange }

I CERTIFY that on January 27, 2025, Anthony Seavo 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.

Tracy A. Whiddon-Ball
Notary Public



STATE OF NEW JERSEY }

COUNTY OF PASSAIC }

I CERTIFY that on _____, 2025, John W. Bartlett, 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