

AGREEMENT

THIS AGREEMENT, made on APR 14, 2026, between, FAWZI ABDELGANI, (“Applicant”) with an address at 1610 Main Avenue, Clifton, New Jersey 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”).

W I T N E S S:

WHEREAS, Applicant filed an Application (File# SP-26-009) for Site Plan Approval (“Application”) to construct and develop real property on a Passaic County roadway located at 1610 Main Avenue, Clifton, New Jersey, Block 9.07, Lots 25 and 26 (“Project”); and

WHEREAS, a Site Plan, originally dated October 3rd, 2025, revised on December 12th, 2025 (“Site Plan”), prepared by Giovanni Manilio, P.E. (N.J. Lic. No. 47552) was submitted to the Passaic County Development Review Committee, 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 slope of the Applicant’s driveway is graded in such a manner that all stormwater, silt, and debris would flow away from the County right-of-way; and

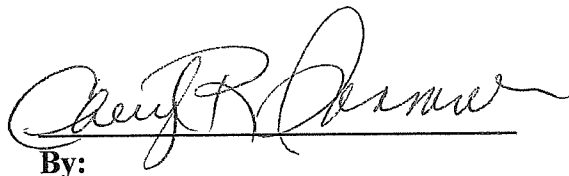
WHEREAS, in lieu of requiring modifications to the driveway, the Passaic County Development Review Committee required the Applicant to enter into an agreement to protect and hold the County harmless for any and all damage caused to Applicant’s Property in connection with any stormwater, silt, or debris that enters the Applicant’s Property from the County right-of-way; 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. The Applicant waives any and all claims against the County of Passaic for any and all damage to Applicant's Property that may be caused by any stormwater, silt, or debris that enters the Applicant's Property from the County right-of-way.
2. The Applicant shall indemnify and hold the County harmless for any and all claims against the County of Passaic for any and all damage to Applicant's Property that may be caused by any stormwater, silt, or debris that enters the Applicant's Property from the County right-of-way.
3. This Agreement shall insure to the benefit of and be binding upon the Parties hereto, their heirs, personal representative, 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's Office.
4. 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.

Witness:


By: _____

Name: CHERYL R. IANNARELLA
Notary Public of New Jersey
Comm. Expires: 06/29/2030
Title: #30137

Applicant:


By: _____

Name: Fawzi Abdelgani
Title: OWNER

COUNTY OF PASSAIC

By: _____

Name: Louis E. Imhof III

Title: Clerk to the Board

By: _____

Name: Cassandra Lazzara

Title: County Commissioner Director

RECORD AND RETURN TO:

OFFICE OF THE COUNTY COUNSEL

401 GRAND STREET, ROOM 214

PATERSON, NJ 07505

STATE OF NJ }

COUNTY OF PASSAIC }

I CERTIFY that on April 14, 2026, FAWZI ABDELGANI, 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;
- a. This document was signed and delivered by voluntary act within the signer's authority;
- a. This person attested to the truth of these facts.



Notary Public

CHERYL R. IANNARELLA
Notary Public of New Jersey
Comm. Expires: 06/29/2030
#30137

STATE OF NEW JERSEY }

COUNTY OF PASSAIC

I CERTIFY that on _____, 2026, Cassandra Lazzara, 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,
- a. This document was signed and delivered by voluntary act within the signer's authority;
- a. This person attested to the truth of these facts.

Notary Public of State of New Jersey