

ACCESS REQUEST AGREEMENT

Saint-Gobain Performance Plastics Corporation (Saint-Gobain) is conducting a remedial investigation at the Saint-Gobain Performance Plastics facility located at 150 Dey Road in Wayne, New Jersey. To complete this investigation per NJDEP regulations, SGPPL is hereby requesting access to conduct monitoring well installation and associated sampling activities at the Property owned by Passaic County ("Grantor") at 209 Totowa Road off of Parish Road (Block #604, Lot #11) in Wayne, New Jersey ("Property").

Grantor hereby grants Saint-Gobain and its authorized agents/consultants permission to enter upon the Property and to conduct the activities described above on the following conditions:

- (1) Saint-Gobain agrees to defend, indemnify and hold harmless the Grantor against any and all losses, claims, liabilities, expenses and costs of any nature for damage to property and/or injuries to the extent that such injuries and claims result from the performance of any activities conducted by Saint-Gobain or its authorized agents/consultants as a result of the site access provided by the agreement. Saint-Gobain and its authorized agents/consultants, at their sole cost, shall maintain insurance for this work and at Grantor's request, Grantor shall be provided a current certificate of insurance naming Grantor as the certificate holder and providing Grantor as an additional insured on all policies to the extent applicable and commercially available.
- (2) Within 30 days of receiving final laboratory data, Saint-Gobain will provide Grantor with testing results conducted on the Property.
- (3) Saint-Gobain will restore the Property to its existing condition, and remove any excess soil or sampling waste materials generated as a result of the testing on the Property. At all times, Saint-Gobain, its employees, agents and contractors, will adhere to all applicable laws, rules, and regulations. Upon conclusion of site investigation activities, the monitoring wells will be abandoned in accordance with NJDEP requirements. Saint-Gobain shall, at its own expense, obtain and keep current all licenses and permits necessary to perform the activities.
- (4) Saint-Gobain will provide the Grantor with written notice of at least one week in advance of the dates on which access to the property will be needed.
- (5) This Agreement shall remain in effect for a period of one (1) year and six (6) months, commencing on May 27, 2025 and ending on November 27, 2026. In the event of a need for extension, the parties may mutually agree to extend the term of this Agreement for up to an additional one (1) year period to comply with NJDEP regulations and/or complete restoration. In the event of a breach of this agreement, the breaching party shall be given a reasonable period, as mutually agreed by the parties, to cure. If after such cure period the breach is unresolved, Grantor may terminate the agreement upon five (5) business' days notice to Saint-Gobain.
- (6) This Agreement represents the entire agreement between the Parties and any prior agreements, whether written or oral, are void and superseded by the language contained in this Agreement. Changes and amendments to this agreement can only be made by

written agreement signed by both parties. This agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

GRANTOR (COUNTY OF PASSAIC):

Louis E. Imhof, III
Clerk, Board of County Commissioners

Date :

Pasquale "Pat" Lepore
Director, Board of County Commissioners

Date :

As to form and legality :

Nadege D. Allwaters, Esq.
Passaic County Counsel

Date :

**SAINT-GOBAIN PERFORMANCE
PLASTICS CORPORATION:**

Name:

Title:

Date :