

CASH ESCROW AGREEMENT FOR ENGINEERING, PROFESSIONAL CONSULTANT, PLAN REVIEW AND INSPECTION FEES, SOLICITOR'S FEES INCURRED IN CONNECTION WITH PLAN REVIEW AND DOCUMENT PREPARATION AND ADMINISTRATIVE COSTS AND EXPENSES

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (hereinafter known as "Applicant") of \_\_\_\_\_ and NEW GARDEN TOWNSHIP, a township of the Second Class of the Commonwealth of Pennsylvania (hereinafter known as "Township").

WITNESSETH:

1. Applicant has filed a subdivision or land development application, together with plans and supporting documentation required by the New Garden Township Subdivision and Land Development Ordinance of 1980, as amended (hereinafter "Ordinance"), for a subdivision or development known as \_\_\_\_\_.

2. The Applicant hereby authorizes and directs the Township's Engineer or other professional consultants to review the application, together with all plans, surveys, schedules, modules, design criteria and other documents submitted or required to be submitted hereafter as part of the application procedure, together with any and all amendments thereto, and to prepare a report of their findings and recommendations with respect to same for the Township as may be required in order to process and review the application both prior to and following issuance of any permits or plan approvals. In addition, the Applicant hereby authorizes and directs the Township's Engineer or their professional consultants to perform all inspections and all services in

accordance with good engineering practices, the requirements of the Ordinance and the rules and regulations of the Township with respect thereto.

3. The creation of the escrow herein provided for shall in not way require the Township, its engineer or solicitor to approve the Applicant's proposed subdivision or land development application or any plan related thereto, either as originally submitted or as thereafter modified.

4. The Applicant hereby authorizes and directs the Township Solicitor to review such portion of the plans and documents with the application or submitted in conjunction with the application as the Township shall require, and to prepare such additional documentation, including reports, agreements, easements or other legal documents necessary to endure compliance with the provisions of the Ordinance.

5. The Applicant hereby deposits with the Township in escrow sum of \_\_\_\_\_ (\$ \_\_\_\_\_) as security for payment of all costs and expenses, charges and fees as herein above described which may be incurred by the Township. Neither the Township nor its engineers, other consultants, or solicitor shall commence processing the Applicant's application until the required escrow deposit has been made with the Township. An amount of not less than fifty percent (50%) of the initial deposit shall be the minimum amount on deposit with the Township at all times in order to guarantee payment for the aforementioned costs and expenses, charges and fees.

6. The Township acknowledges receipt of the sum above mentioned, agrees to hold that sum so deposited solely for the purposes outlined herein and to return any unused portion thereof to the Applicant in accordance with the terms and conditions set forth hereinabove.

7. The Township agrees and acknowledges that the amount of fees and expenses charged to the Applicant on account of its engineering, consulting and solicitor's fees shall be responsible and necessary and in accordance with the ordinary and customary charges by the engineer, consultant or solicitor for similar services in the community, but in no event greater than such engineers, consultant's and solicitor's hourly rate in effect with the Township at the time such services are performed.

8. Township shall on a monthly basis submit to Applicant a detailed itemization of expenses to be charges against said fund and shall make withdrawals therefrom accordingly without further approval of the Applicant. Applicant shall, within ten (10) days of the date of the itemized statement, submit in writing to the Township Secretary any dispute with regard to the charges to the escrow, or waive the right to assert any such dispute or claim arising out of payments from the escrow.

9. The resolution of any disputes between Applicant and Township shall be as provided in the Municipalities Planning Code, as amended.

10. In the event of any deficiency in the amount of the escrow, Applicant does authorize the Prothonotary or any attorney of any Court of record to appear for and confess judgment against it for the amount of such deficiency in favor of the Township or other persons entitled thereto, in an amount shown on an assessment of costs certified as correct by the Township Secretary, with costs of suit and release of errors, and for so doing a true and correct copy of this Agreement shall be a sufficient warrant. Applicant does hereby waive the right of inquisition on any real estate, and authorize(s) the Prothontary to enter voluntary condemnation of the same and authorize the same to be sold upon a Writ of Execution. Applicant also waives the right of all laws now made of hereafter to be made exempting real or personal property from levy and sale and

execution. The provision of confession of judgment shall not be deemed exhausted by a single exercise thereof, but may be exercised from time to time after default and in such amounts and may from time to time be certified but the said Township Secretary.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first mentioned and intending to be legally bound hereby, the Applicant acknowledging receipt of a true and correct copy of this Agreement, the original being maintained by the Township.

ATTEST:

NEW GARDEN TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Applicant

NCT