Township of Westampton

ESCROW AGREEMENT

THIS AGREEMENT is made on this ___ day of _____, ____. _____ is hereinafter referred to as "Applicant"; the Land Development Board for the Township of Westampton is hereinafter referred to as "Board"; the Township of Westampton, acting as its redevelopment authority is hereinafter referred to as "Township".

WHEREAS, the Applicant has approached the Township of Westampton regarding a proposed project located at Block _____, Lot _____; and

WHEREAS, New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., and New Jersey Municipal Land Development Law and Westampton Ordinances require Applicants to establish an escrow whereby work required to be performed by Professionals employed by the Board and/or the Township will be paid for by the Applicant as required under the provisions of the Law as cited above;

NOW THEREFORE the following is an agreement with respect to the Developer's Escrow Agreement between the parties.

SECTION 1: PURPOSES

The Applicant agrees to pay all reasonable professional fees incurred by the Board and/or the Township for the performance of its duties.

SECTION 2: ESCROW ESTABLISHED

The Applicant hereby creates an escrow to be established within the Township's Finance Department, with an initial escrow deposit in the amount of $_____.

SECTION 3: ESCROW FUNDED

Upon the execution of this Agreement, the Applicant shall pay the Township the sums as required or determined by the Township acting as the Development Entity to be deposited into the escrow account as referred to in Section 2.

SECTION 4: INCREASE IN ESCROW FUND

If, during the existence of this Escrow Agreement, the funds held by the escrow shall be insufficient to cover any voucher or bill submitted by the professional staff and reviewed

and approved by the Township, the Applicant shall, within fourteen (14) days of receipt of the written notice, deposit additional sums with the escrow holder to cover the amount of the deficit referred to above and such additional amount reasonably anticipated by the Township needed to complete the application process. Until such times as funds are fully replenished, no further consideration, review, processing of any pending application, review of Ordinance, Resolution, or other matter permitted by the Land Development Board or Redevelopment Entity, nor shall any further inspection be performed by or on the behalf of the Township until such escrow has been deposited. Failure to post sufficient escrow funds to cover costs incurred or anticipated shall toll the period for action by the approving authority, as required by N.J.S.A. 40:55D-1 et seq. and particularly N.J.S.A 40:55D-51 and N.J.S.A. 40:55D-73 thereby barring an Applicant from seeking a default approval pursuant to N.J.S.A. 40:55D-10.4.

The written notice referred to in the paragraph shall be sent to:

APPLICANT NAME: _____

_____

Contact Person: _____

_____

Phone Number: _____

Unless otherwise shown, receipt shall be presumed to have occurred three (3) days after mailing. The Notice required under this paragraph shall be in the form of a Project Account Statement sent from the Township Offices or the Office of the appropriate professional.

After a period of forty five (45) days from the Notice from the Township, the Applicant's failure to deposit the additional funds shall be grounds for denial of the application or dismissal of the application without prejudice. In the event that the Board or Township approves the application, resolution or ordinance, the obligation to pay for professional review fees by depositing the funds in escrow shall be a condition of the approval granted by the Board or the Township, acting as Development Entity. If the escrow funds are

depleted, after the application is filed or granted, Applicant shall pay additional funds upon demand within a fourteen (14) day period. Failure to pay the demanded funds may also result in voiding any prior approvals upon due notice to the Applicant by the Board or the Township. In addition to the foregoing, Applicant hereby agrees that in the event reasonable necessary amounts charged by the professionals for review of the application are not paid, outstanding fees shall be deemed a lien on the property and shall be collectable as in the case of taxes by the adoption of a resolution by the Township governing body upon receipt for a certification that the amounts are due and owing pursuant to this agreement. Negative escrow balances shall incur interest at 1.5% per month.

In the event of the sale or transfer of property which is the subject of a development application or a change of the identity of the Applicant, all funds on deposit pursuant to this Agreement shall run with the development application affecting the property in questions and shall be considered to be the asset and/or obligation of any subsequent owner or Applicant unless the initial owner or Applicant provides written notice to the approving Authority, and to the Professionals providing review services, that the initial owner or Applicant has specifically reserved ownership rights of the escrow account. In the event such notice is received by Township Officials and Professionals, no further review shall be undertaken by Professionals until the new and subsequent owner or Applicant has established an escrow account and signed an escrow agreement.

SECTION 5: TIME OF PAYMENT

The professionals referred to in this Agreement, upon the conclusion of their services or periodically during the performance of their services, shall submit vouchers conforming to the requirements established by the Township for vouchers of the type and kind referred to under this paragraph. Said vouchers shall include the amounts of all fees and costs incurred as a result of the services set forth in Section 1 of this Agreement.

SECTION 6: PAYMENTS FROM ESCROW FUNDS

The Township shall review the vouchers submitted by the professionals to determine whether the services have been performed in the manner and to the degree required by this Agreement. Upon making a determination that services have been performed, the Township shall process said vouchers in the same manner and under the same terms as normally employed for vouchers submitted for work performed on behalf of the Township. At the conclusion of this processing, the amounts specified in vouchers shall be paid by the escrow holder from the escrow established pursuant to this Agreement.

SECTION 7: APPLICANT NOTIFICATION TO DISPUTE CHARGES

Pursuant N.J.S.A. 40:55D-53, et seq., Applicants shall notify in writing the Township of Westampton, Department of Community Development, and the professional whenever the applicant disputes the charges made by a professional for service rendered to the municipality in reviewing applications for development, review and preparation of documents, inspection of improvements, or other charges made. The Township or its designee shall within a reasonable time period attempt to mediate any disputed charges. If the matter is not resolved to the satisfaction of the Applicant, the Applicant may appeal to the Burlington County Construction Board of Appeals.

SECTION 8: RETURN OF UNDEVELOPMENTD ESCROW FUNDS

Escrow funds cannot be refunded for at least one hundred twenty (120) days from the time of a final decision of the Board or the Township. After one hundred twenty (120) days, a request to refund unused escrow may be made by letter.

IN WITNESS WHERE OF, the parties hereto have set their hands and seals the date first written above.

_____
(Applicant)
(If applicant is a corporation or LLC, this signature must be attested to by An attorney.)

Attorney (If applicable)_____(Name)

_____(Address)

_____(Signature)