

KENNETT TOWNSHIP  
SUBDIVISION & LAND DEVELOPMENT ESCROW AGREEMENT

CASH AGREEMENT FOR ENGINEER, 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 \_\_\_\_\_, between (hereinafter  
known as "The Applicant") Rick Avello of 554 Creek  
Road, Kennett Square, PA 19348  
Address

and KENNETT TOWNSHIP, Township of the Second Class of the Commonwealth of  
Pennsylvania, (hereinafter known as "The Township").

WITNESSETH:

1. Applicant has filed the Subdivision or Land Development Application, together with  
plans and supporting documentation required by the Kennett Township Subdivision and  
Land Development Ordinance, as amended (hereafter "The Ordinance"), for a  
Subdivision and Land Development Plan known as:

Rick Avello

2. The Applicant hereby authorizes and directs the Township's Engineer 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 his  
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 to perform all inspection required, both during and following  
construction. Such reviews and inspections and all services performed relative thereto  
shall be carried out 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 this Agreement shall in no 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's solicitor to review such  
portion of the plans and documents submitted with the application or submitted in  
conjunction with the application as the Township may require, and to prepare such  
additional documentation, including reports, agreements, easements or other legal  
documents necessary to insure compliance with the provisions of "The Ordinance".

5. The Applicant hereby pays to the Township the sum as established by Resolution for all costs and expenses, charges and fees as herein above described, which may be incurred by the Township. Neither the Township nor its engineer or solicitor shall commence processing the Applicant's application until the required fee has been paid to the Township.

6. The Township agrees and acknowledges that its engineering and solicitor's fees shall be equal to such engineer's and solicitor's hourly rate in effect with the Township at the time such services are performed.

INWITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned and intending to be legally bound hereby, the Applicant acknowledging that he/it has received a true copy of this Agreement, the original being maintained by the Township.

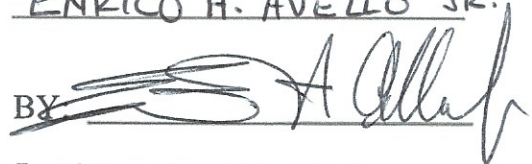
WITNESS:

\_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary

APPLICANT:  
(Print or type name of Applicant)

ENRICO H. AVELLO JR.

BY: 

President, General Partner,  
Proprietor, Owner or Authorized  
Representative

Initial Deposit Required: \$ 3,000.00

\*Applicant is required to maintain a balance of 50% of initial deposit

LOCATION OF PROJECT: 556 Creek Road

Address: 554 Creek Road

Telephone Number: 610-444-1727

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_

Kennett Township