

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") of \_\_\_\_\_

\_\_\_\_\_ 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:

\_\_\_\_\_  
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:

APPLICANT:  
(Print or type name of Applicant)

\_\_\_\_\_

\_\_\_\_\_

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

BY: \_\_\_\_\_  
President, General Partner,  
Proprietor, Owner or Authorized  
Representative

Initial Deposit Required: \$ \_\_\_\_\_

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

LOCATION OF PROJECT: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
Kennett Township

