

**CASH ESCROW AGREEMENT FOR SITE PLAN REVIEW  
FOR SUBDIVISION AND/OR LAND DEVELOPMENT**

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(Name of Project)

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the  
TOWNSHIP OF LOWER OXFORD, Chester County, Pennsylvania, and

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**WITNESSETH:**

WHEREAS, Developer contemplates construction of certain improvements to real estate situated in Township of Lower Oxford and simultaneously herewith is submitting preliminary, final or other plans for approval thereof; and

WHEREAS, the consideration of said plans and improvements will require the expertise of professional personnel of said Township including, but not limited to, the Township Engineer and Township Solicitor in connection with the consideration of such said plan; and

WHEREAS, Developer has determined to provide as security for completion of said review and consideration by Township an escrow account for the use and benefit of Township to guarantee Developer's performance of payment for said services as are required.

NOW THEREFORE, in consideration of Township relying upon the terms of the Escrow Agreement as security, and intending to be legally bound:

1. Developer hereby authorizes and directs Township's Consulting Engineer to review Developer's site and plans and to prepare a report of same for Township as may be required in order to process, without delay, the consideration of the preliminary, final or other plans submitted by Developer. Said review and all services performed relative thereto shall be carried out in accordance with good engineering practices and Rules and Regulations of Township.
2. Developer agrees that Engineer's charges and fees for review and preparation of said plans, together with legal fees and administrative costs and expenses which Township may incur in connection therewith, shall be paid from said fund upon demand.
3. Developer hereby deposits with Township in escrow the sum of \$\_\_\_\_\_ as security for the payment of all costs and expenses, charges, and fees, as set forth in paragraph 2 hereof which may be incurred by Township hereunder. The Township, its Solicitor or its Engineer shall not commence processing this application until said security deposit has been made with Township.

The amount of \$ \_\_\_\_\_ shall be the minimum amount on deposit with Township at all times in order to pay the aforementioned services. When the amount held in escrow is at or below said minimum amount, Developer shall deposit an additional sum in the amount of \$ \_\_\_\_\_ to insure that all fees and costs incurred be paid.

4. When requested, Township shall submit to Developer a detailed itemization of expenses to be charged against said fund and shall make withdrawals therefrom accordingly.
5. The creation of the escrow herein provided for shall in no way require Township to approve the proposed development plan of developer either as originally submitted or as thereafter modified.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed the day and year aforesaid.

\_\_\_\_\_  
Developer Signature

\_\_\_\_\_  
Developer Signature

\_\_\_\_\_  
Developer (Print Name)

\_\_\_\_\_  
Developer (Print Name)

\_\_\_\_\_  
Developer Title

\_\_\_\_\_  
Developer Title

**TOWNSHIP OF LOWER OXFORD**

**ATTEST:**

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Codes Enforcement Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date