

LAND DEVELOPMENT

30 Attachment 1

Township of Chatham

Appendix A, Article 6

Subdivision Cash Deposit Agreement*

THIS AGREEMENT, made this ____ day of _____ in the year of Our Lord One Thousand Nine Hundred and _____

BETWEEN

_____, a corporation organized and existing under the laws of the State of New Jersey, having its principal office at in the _____ of _____, County of _____ and State of New Jersey (hereinafter referred to as the DEVELOPER)

AND

TOWNSHIP OF CHATHAM IN THE COUNTY OF MORRIS, a municipal corporation of the State of New Jersey, having its Township Hall at 24 Southern Boulevard, Township of Chatham, New Jersey (hereinafter referred to as the Township).

WHEREAS, _____ submitted to the Planning Board of the Township an application to subdivide a certain tract of land in said Township known as _____;

WHEREAS, by Resolution adopted on _____ the Planning Board of the Township granted preliminary or tentative subdivision approval of such subdivision upon the terms and conditions set forth in said Resolution;

WHEREAS, the DEVELOPER has now made application to the Planning Board of the Township for final subdivision approval of [the entire subdivision tract] [Section ____ of the subdivision tract] in accordance with the following maps and drawings:

[List final subdivision plat and title of each and every sheet of the plans and profiles for all improvements]

WHEREAS, the following improvements are required to be installed by the DEVELOPER in accordance with the aforementioned plans and specifications for the development of [the entire subdivision tract] [Section ____ of the subdivision tract]:

[List the categories of improvements required, such as excavation, curbing, pavement, etc. - do not recite quantities or prices]

WHEREAS, the Land Subdivision Ordinance of the Township provides that final subdivision approval shall not be granted to an application for subdivision until the completion of all required improvements has been certified by the Township Engineer, unless there shall have

*When site plan improvements are the subject of the performance and maintenance guarantee, appropriate modifications must be made in this form.

CHATHAM CODE

been deposited with the Township a cash deposit in an amount not less than ten (10%) percent of the total performance guarantee required to be furnished to the Township to assure the installation of any uncompleted improvements on or before an agreed dates and

WHEREAS, the DEVELOPER is required to furnish a total performance guarantee in the amount of \$ ____ before final subdivision approval is granted for [the entire subdivision tract] [Section _____ of the subdivision tract].

WITNESSETH:

Pursuant to the provisions of the Land Subdivision Ordinance of the Township and for and in consideration of the mutual covenants and obligations herein contained, the DEVELOPER and the Township do hereby agree to and with each other as follows:

1. The DEVELOPER hereby delivers to the Township the sum of _____ (\$____), the receipt whereof is hereby acknowledged by the Township.

2. The Township shall deposit the monies referred to Paragraph 1 of this Agreement in a separate interest-bearing bank account to be designated the " _____ Subdivision Account." All interest earned on the Account shall be retained in the Account until paid over as provided herein and in accordance with subsection 30-17.10 of the Land Development Ordinance by the Township of Chatham, and except for whatever portion may be retained by the Township in accordance with State law. The Account shall be maintained until the Township formally accepts all of the improvements hereinabove mentioned for [entire subdivision tract] [Section _____ of the subdivision tract].

3. In the event that the DEVELOPER shall complete all of the improvements hereinabove mentioned on or before _____, then the Township shall upon formal acceptance of the improvements terminate the Account referred to in Paragraph 2 of this Agreement and pay over to the DEVELOPER all monies, including interest required, in the Account upon the date of termination.

4. In the event that the DEVELOPER shall fail to complete any of the improvements hereinabove mentioned on or before _____, the Township shall have the right to

(a) notify the DEVELOPER in writing that unless within 10 days after the receipt of such notice the DEVELOPER shall commence and, within a reasonable time specified in the notice, complete the improvement or improvements mentioned the Township may undertake the completion of said improvement or improvements and pay the cost thereof out of the Account referred to in Paragraph 2 of this Agreement, and

(b) in the further event that the DEVELOPER fails within 10 days after the receipt of the aforesaid notice to commence the completion or fails within the time specified in the notice to complete any of the improvements mentioned in the notice, the Township may undertake the

LAND DEVELOPMENT

completion of said improvement or improvements and pay the cost thereof out of the Account referred to in Paragraph 2 of this Agreement.

5. Any payment made out of the Account referred to in Paragraph 2 of this Agreement shall be authorized by a Resolution adopted by the governing body of the Township, certified copies of which shall be forwarded to the Township Treasurer and to the DEVELOPER. Any such Resolution shall contain a statement of the facts upon which the authorization of payment is based.

6. Upon formal acceptance by the Township of all of the improvements hereinabove mentioned, the governing body of the Township shall by Resolution authorize the payment to the DEVELOPER of all monies, including interest as required, then in the Account referred to in Paragraph 2 of this Agreement.

7. For purposes of this Agreement, the cost of completing any improvement shall include the cost of the service of the Township Engineer in connection therewith.

8. The DEVELOPER and the Township hereby agree to indemnify and hold harmless the bank in which the Account referred to in Paragraph 2 of this Agreement is maintained from any and all claims arising out of any withdrawal of any monies from the Account.

9. Nothing contained in this Agreement shall be construed as limiting or in any way affecting the provisions of any subdivision improvement performance bond furnished by the DEVELOPER to the Township with respect to the subdivision tract hereinabove mentioned or any section thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their respective officers and their respective corporate seals to be hereunto affixed on the day and year first above written in duplicate.

ATTEST:

_____ By _____
[SEAL] President

ATTEST: TOWNSHIP OF CHATHAM IN THE
COUNTY OF MORRIS

_____ By _____
Clerk] Mayor

[SEAL]

(Ord. No. 2-79 APP A; Ord. No. 94-10 § 7)