

LAND DEVELOPMENT

30 Attachment 3

Township of Chatham

Appendix C, Article 6

Subdivision Developer's Agreement*

THIS AGREEMENT, made the _____ day of _____, 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 the TOWNSHIP OF CHATHAM IN THE COUNTY OF MORRIS, a municipal corporation of the State of New Jersey (hereinafter referred to as the TOWNSHIP).

WHEREAS, the DEVELOPER is the owner of a certain tract known as _____, which tract is shown upon a plat entitled " _____ ", (which tract is hereinafter referred to as the SUBDIVISION TRACT);

WHEREAS, the Planning Board of the Township of Chatham granted preliminary subdivision approval to _____ for the SUBDIVISION TRACT subject to certain terms and conditions, all as set forth in a Resolution adopted by said Board on _____, a copy of which is attached hereto and made a part hereof;

[WHEREAS, thereafter the DEVELOPER acquired the SUBDIVISION TRACT from _____;]

WHEREAS, the Planning Board of the Township of Chatham granted final subdivision approval to the DEVELOPER for the SUBDIVISION TRACT subject to certain terms and conditions, all as set forth in a Resolution adopted by said Board on _____, a copy of which is attached hereto and made a part hereof; and

WHEREAS, it is appropriate that the DEVELOPER enter into an Agreement with the TOWNSHIP with respect to the obligations of the respective parties in connection with the development of the SUBDIVISION TRACT.

NOW, THEREFORE, in consideration of the granting of final subdivision approval and the mutual covenants and obligations hereinafter set forth the DEVELOPER and the TOWNSHIP hereby agree to and with each other as follows:

ARTICLE I. COMPLETION OF IMPROVEMENTS. The DEVELOPER shall at its own cost and expense complete on or before _____ all required improvements in accordance with the plans and specifications therefor approved by the TOWNSHIP Planning Board.

The DEVELOPER shall arrange for the installation on or before _____ of all underground utilities to be installed by public utility companies which will own and maintain _____

*When site plan improvements are involved, appropriate modifications must be made in this form.

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such facilities after installation. Such underground utilities shall be installed in accordance with the plans therefor approved by the TOWNSHIP Planning Board. The DEVELOPER has paid to said public utility companies all charges which are required for such installation, including any refundable deposits, and evidence of such payment is attached hereto and made a part hereof.

ARTICLE II. PERFORMANCE GUARANTEES. The DEVELOPER shall furnish to the TOWNSHIP a cash deposit and a performance bond or bonds in the amounts specified in the Resolution adopted by the TOWNSHIP Planning Board on

The performance bond or bonds shall contain provisions for a maintenance guarantee. The cash deposit agreement, performance bonds and maintenance bond shall be in a form approved by the Township Attorney.

The amount of the performance bond or bonds may be reduced in accordance with the provisions of R.S. 40:55D-53 when portions of the subdivision improvements have been completed and approved.

ARTICLE III. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS. Upon completion and approval, the TOWNSHIP shall accept all those subdivision improvements which shall be owned and maintained by the TOWNSHIP. Acceptance shall be in accordance with the provisions of R.S. 40:55D-53.

Prior to acceptance, the DEVELOPER shall correct any adverse conditions within road rights-of-way or easements to be conveyed to the Township either caused by the forces of nature or resulting from the performance of work in the course of the development of the subdivision.

Upon acceptance of improvements, the DEVELOPER shall convey to the TOWNSHIP the road rights-of-way, all required easements and all improvements thereon and therein. All conveyances shall be free and clear of all encumbrances and liens.

ARTICLE IV. MAINTENANCE OF IMPROVEMENTS. The DEVELOPER at its own cost and expense shall maintain all improvements required to be installed for the SUBDIVISION TRACT for a period of two (2) years from the date of acceptance by the TOWNSHIP, provided, however, that this requirement shall not apply to any underground utility installed by a public utility company which will be owned and maintained by such company after installation. Maintenance shall include the repair, reconstruction and replacement of any improvement or portion thereof, which is necessitated by reason of faulty materials or workmanship, settlement or the effects of the forces of nature. Maintenance shall also include the correction of any adverse conditions within road rights-of-way or easements conveyed to the Township caused by the forces of nature and not evident at the time of acceptance by the Township. Maintenance shall be deemed to be satisfactorily performed when inspected and approved by the Township Engineer of the TOWNSHIP.

ARTICLE V. MAINTENANCE GUARANTEES. If upon the acceptance of improvements for the SUBDIVISION TRACT by the TOWNSHIP the DEVELOPER desires to have the performance bond or bonds released, the DEVELOPER shall furnish to the TOWNSHIP a maintenance bond guaranteeing the maintenance of all improvements as provided in ARTICLE

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IV, which bond shall be in an amount equal to fifteen percent (15%) of the cost of the improvements required to be maintained as such cost is determined by the Township Engineer of the TOWNSHIP.

The maintenance bond shall be in a form approved by the Township Attorney.

ARTICLE VI. ACCESS TO LOTS. The DEVELOPER shall, on and after the occupancy of any dwelling in the SUBDIVISION TRACT, provide and maintain adequate and suitable vehicular access to the said dwelling from the nearest municipal, County or State highway. Adequate and suitable access shall mean access by a curbed street having a subgrade and base course meeting TOWNSHIP road specifications, and the maintenance of such access shall include the plowing of snow and the sanding of the road surface when necessary. The responsibility of the DEVELOPER to maintain the aforesaid access shall continue until sixty (60) days after the road has been fully completed with the surface course and inspected and approved by the Township Engineer of the TOWNSHIP.

ARTICLE VII. COMPLIANCE WITH ORDINANCES, LAWS AND TERMS AND CONDITIONS OF SUBDIVISION APPROVAL; REMEDIES. In the development of the SUBDIVISION TRACT, the DEVELOPER shall comply with all applicable State laws, rules and regulations and all TOWNSHIP ordinances.

The DEVELOPER hereby accepts all the terms and conditions of subdivision approval as set forth in the attached Resolutions of the TOWNSHIP Planning Board adopted on _____ and _____ and agrees to comply therewith.

It is understood and agreed by the TOWNSHIP and the DEVELOPER that if during the course of the development of the SUBDIVISION TRACT the DEVELOPER shall fail to comply with any applicable State law, rule or regulation or any TOWNSHIP ordinance or any term and condition of subdivision approval and such failure of compliance shall have any current adverse effect upon any person or property designed to be protected during the course of the development of the SUBDIVISION TRACT, then the TOWNSHIP may institute a suit against the DEVELOPER for injunctive and other relief to restrain further violations or compel compliance with applicable State laws, rules and regulations or TOWNSHIP ordinance provisions or terms and conditions of subdivision approval and, if necessary or appropriate, to recover the reasonable costs of effectuating the same, and the TOWNSHIP shall not be required to await the date set for the completion of all improvements before instituting such a proceeding or obtaining relief against the DEVELOPER. Any performance bond furnished by the DEVELOPER shall recognize the right of the TOWNSHIP to proceed against the Surety to obtain the aforementioned reasonable costs without waiting for the date set for the completion of all improvements.

The reference to certain remedies which may be elected by the TOWNSHIP is not intended to exclude any other remedy provided by law, all of which are intended to be available to the TOWNSHIP for the protection of the public interest.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals or caused these presents to be executed and attested by their proper corporate officers and their seals affixed hereto on the day and year first above written.

CHATHAM CODE

ATTEST:

_____ By _____
[SEAL]

ATTEST: TOWNSHIP OF CHATHAM IN THE COUNTY OF MORRIS

_____ By _____
Clerk Mayor

[SEAL]

(Ord. No. 2-79 APP C)