

EASTAMPTON TOWNSHIP  
LAND USE PLANNING BOARD APPLICATION

BLOCK: 300 LOT: 2

Application for:

Amendment to  
Approved Plan \_\_\_\_\_

Appeal from  
Zoning Official \_\_\_\_\_

Conditional Use \_\_\_\_\_

General  
Development Plan \_\_\_\_\_

Interpretation of  
Ordinance or Map \_\_\_\_\_

Site Plan Approval \_\_\_\_\_

Subdivision   x  

Variance \_\_\_\_\_

Other \_\_\_\_\_

For Office Use	
Date Received:	<u>12/13/22</u>
Application No:	<u>2023-1</u>
Meeting Date:	<u>2/15/23</u>
Date Filed:	_____



THE FOLLOWING MUST BE COMPLETED FOR APPLICATIONS FOR VARIANCE,  
OR THE APPLICATION WILL NOT BE ACCEPTED.

TYPE OF VARIANCE SOUGHT: None

TYPE OF RELIEF SOUGHT: Minor Subdivision

SECTION OF THE TOWNSHIP CODE THE RELIEF IS SOUGHT:

\_\_\_\_\_

Certification

I/We hereby certify that all of the following statements and the information contained in the application submitted herewith are true to the best of my/our knowledge.

  
Applicant/Representative

Kevin D. Sheehan, Attorney for Applicant

\_\_\_\_\_  
Applicant/Representative

December 12, 2022  
Date

PLANNING APPLICATION GENERAL INFORMATION

Applicant Name: Downwind Eastampton LLC

Address: 4201 Northview Drive, Ste: 202, Bowie, MD 20716

Telephone Number: 410-987-5500 x102 (Doug Lashley, Managing Member)

Email Address: Doug@greenvestus.com

Address of Property: Jacksonville Rd., Eastampton, NJ 08060

Zoning District and Lot Size: Conservation. Existing 316.4 ac; Proposed 4.7 ac, 311.7 ac

Existing Use of Property: Undeveloped

Proposed Use of Property: Subdivide and consolidate 4.7 ac parcel with Lot 7, no development plan at this time.

The Applicant is a:

\*Corporation \_\_\_\_\_ \*Partnership \_\_\_\_\_ \*LLC X \_\_\_\_\_ Individual \_\_\_\_\_

Other: (please specify) \_\_\_\_\_

\*If the applicant is a corporation, LLC or partnership please attach a list of the names and addresses of persons having a 10% or more interest in the property. X Please see attached.

The Applicant is the:

Owner \_\_\_\_\_ Contract Purchaser X \_\_\_\_\_ Tenant \_\_\_\_\_

Other: (please specify) \_\_\_\_\_

Name of Owner (if different than Applicant) Rancocas Land Conservation Group, Inc.

Address: 8 Foxwood Lane, Medford, NJ 08055

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

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

Attorney: Kevin Sheehan, Esq.

Address: 2 Cooper Street, PO Box 2096, Camden, NJ 08101

Telephone Number: 856-985-4020 Fax Number: \_\_\_\_\_

Email Address: ksheehan@parkermccay.com

Engineer or Surveyor: Edward J. Constantine, Jr., PLS, Taylor Wiseman & Taylor, Professional Land Survey

Address: 124 Gaither Dr Suite 150, Mt Laurel Township, NJ 08054

Telephone Number: 856-235-7200 Fax Number: \_\_\_\_\_

Email Address: Constantine@taylorwiseman.com

Professional Planner: N/A

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

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

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

Has there been any prior appeal or approval involving the premises? Yes \_\_\_\_\_ No X

If yes, state the date, Resolution number, character of appeal and disposition:

Unknown  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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L. List plans and other materials accompanying this application:

See cover letter.  
\_\_\_\_\_  
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\_\_\_\_\_

## ESCROW AGREEMENT

**THIS AGREEMENT** entered into this 8 day of December, 2022, by and between

Downwind/Eastampton Holdings LLC,

having its principal offices at 4201 Northview Dr., Suite 202, Bowie, MD 20716,

(hereinafter referred to as the "Applicant") and the Township of Eastampton, with its principal offices located within the Manor House at 12 Manor House Court, Eastampton, NJ 08060 (hereinafter referred to as the "Township").

### WITNESSETH

**WHEREAS**, the Applicant has filed an application for development including plans and other documents seeking review approval of its proposal with respect to Block 300 Lot 2; and

**WHEREAS**, the Township, pursuant to the Municipal Land Use Act, has a certain amount of days to review said plans to determine whether said plans are complete and whether the application should be approved or denied; and

**WHEREAS**, the Municipal Land Use Act authorizes the Township to charge reasonable fees to provide for the cost of professional review of plans, applications and documents and to require that an estimate of said fees be deposited in escrow; and

**WHEREAS**, the Township Code establishes the amount of the initial escrow deposit and the way said funds are to be deposited and expended.

**NOW THEREFORE**, in consideration of mutual covenants, agreements and considerations contained herein, the Township and Applicant hereby agree as follows:

**1. Escrow Deposit.** The applicant shall deposit in cash in accordance with § 460-58 of the Eastampton Township Code, as it may from time to time be supplemented and amended, an amount equal to the fee(s) which the Board anticipates may be paid to Professionals engaged to review the Development Application, plans and other documents submitted with respect to an application for development, and agrees to pay an initial deposit and such other additional deposits as may be required to offset these review costs by the Board.

Professional review includes, but is not limited to, engineer, planner, attorney, traffic consultant, administrative officer and any other consultants appointed by the Board in question. The amount of interest, if any, on monies so deposited shall be distributed between the applicant and the municipality as required by N.J.S.A. 40:55D-53.1 with the municipality receiving the highest percentage permitted by law.

In the event that an application is denied, certified incomplete, or withdrawn by the applicant, and the application is subsequently resubmitted or a second application is submitted by the same applicant for the same use and on the same site as the original application within sixty (60) days

of the denial, incomplete certification or withdrawal, then a new escrow amount must be submitted with such application in accordance with the above schedules.

Should an application be refilled after the application has been denied without prejudice, no new application fee need be submitted. Upon receipt of a formal, written request, the Board may recommend to the Township Council that the unencumbered balance of the original escrow be refunded to the applicant or credited toward the escrow amount required for any subsequent application or resubmitted application.

**2. Increase or Decrease.** Sums not utilized in the review of process or other costs of administration shall be returned to the applicant. If additional sums should be deemed necessary, the applicant shall be notified of the required additional amount and shall add said sum to the escrow within fourteen (14) days of the date of said notices hereinafter stipulated.

Prior to the Board taking action on an application, the professionals responsible for reviewing the application shall inform the Township within ten (10) days of a request of the estimated amount of potential remaining plan review charges. The applicant, if necessary, shall deposit said additional funds within the aforementioned fourteen (14) day period.

**3. Effect of Insufficient Funds.** The Board shall not be required to process the application or take further action on the application until all required additional deposits are made by the applicant. The failure to deposit the initial or additional funds shall be grounds for denial of the application. In the event the Board approves an application, the obligation to pay for professional plan review fees by depositing the funds in escrow shall be a condition of the approval granted by the Board.

If the escrow funds are depleted after the application, the applicant shall pay additional funds upon demand within the aforementioned fourteen (14) day period. In the event that additional deposits requested by the Board remain unpaid for a period of sixty (60) days, this development application shall be deemed to be withdrawn and shall be dismissed without prejudice by the Board.

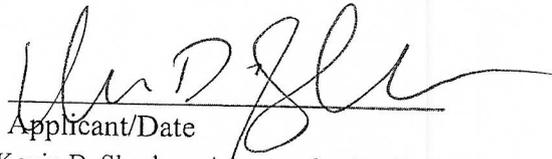
**4. Municipal Liability.** The parties agree that the Township assumes no liability for the administration of the escrow fund and the applicant hereby releases the Township from any and all claims with respect to the administration of the fund. The Township liability is expressly limited to accounting for the disbursement of the funds.

**5. Owner/Applicant Liability.** In the event the owner is not the applicant, the owner, by execution of this Agreement, consents to all the provisions contained herein and agrees to be liable for the payment of any fee or fund upon demand of the Township in accordance with the terms and conditions of this Agreement.

**6. Entire Agreement.** The parties agree that this Agreement constitutes the entire Agreement.

7. Municipal Regulations. The parties agree that all municipal regulations set forth in the Township are incorporated by reference hereto. In the event that any regulation of the Municipality is in conflict with the terms and conditions of this Agreement, the particulars of the regulations shall control.

**IN WITNESS WHEREOF**, the Township has caused this Agreement to be signed on its behalf and its seal to be fixed the day and year first above written and the applicant has executed this Agreement the day and year first above written in the appropriate manner.



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Applicant/Date  
Kevin D. Sheehan, Attorney for Applicant

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Municipal Clerk/Date