

ESCROW AGREEMENT

This Agreement is made this _____ day of October, 2023.

BETWEEN: Applicant/Developer and Owner of Land

AND: The Combined Planning & Zoning Board of the Township of Elk on behalf of the Township of Elk

This is an agreement establishing the responsibility for the payment of escrow obligations to the Township of Elk.

NAME AND ADDRESS OF APPLICANT/DEVELOPER:

Copart of Connecticut, Inc.

14185 Dallas Parkway, Suite 300

Dallas, TX 75254

jon.lawson@copart.com

randy.racine@copart.com

Telephone Number: _____

Fax number: _____

NAME AND ADDRESS OF PROPERTY OWNER:

Mary Cat Properties, Inc.

c/o Bob Woodson

50 Thornwood Drive

Glassboro, NJ 08028

Telephone Number: _____ email: _____

Block 66, Lot 1.04

1. Whenever a review fee shall be required the applicant/developer together with the Planning Board or Zoning Board of Adjustment, shall execute an agreement, in writing, with copies for each party providing the following as to escrow agreements:

- (a) The agreement shall be signed by the developer/applicant and the appropriate Board at the time of the application.
- (b) The subject matter of the application shall be specifically identified by lot and block designation as found on the Tax Map of Elk Township.
- (c) The full name of the applicant/developer with applicant's address, telephone number and fax number shall be included.
- (d) The purpose for the escrow shall be defined in accordance with the application.

- (e) The agreement shall provide the applicant/developer's responsibility to maintain an adequate reserve of funds for the payment in accordance with the provisions of this subsection.
- (f) In the event the escrow shall be deficient at any time the Board having jurisdiction shall declare the application incomplete.
- (g) Any excess funds remaining in the escrow fund after 45 days after final approval shall be returned to the applicant.
- (h) If an applicant, or any person who has greater than a 10 percent interest in any legal entity which is an applicant, shall at any time have a deficient escrow account on any parcel within Elk Township, such escrow account shall be brought current prior to the Planning Board or Zoning Board considering any new application for development of any parcel or parcels within Elk Township involving the person with the deficient escrow.
- (i) In addition to the other remedies provided to the Boards set forth herein, the applicant shall indemnify and reimburse Elk Township for the attorney's fees and costs relating to the collection of all delinquent or deficient escrow balances. All escrow balances shall be considered deficient if they are not paid in full within twenty (20) days of notification from the CFO.


2. If at any time the escrow fund is found to be insufficient to cover all reasonable fees for the required professional services, the applicant shall be notified, in writing, and the applicant shall within 10 days increase the fund as shall be determined by the CFO. In the event the applicant shall fail to deposit the required fees, the reviewing Board shall be entitled to declare the application incomplete. Any excess funds in the escrow fund remaining 45 days after final action has been taken by the reviewing Board shall be returned to the applicant.

APPLICANT/ DEVELOPER:




 (Signature of Applicant/ Developer)

SWORN AND SUBSCRIBED BEFORE ME THIS
 1st DAY OF February 20 24.




 (NOTARY) STEPHANIE CHILDRESS
 Notary Public, State of Texas
 Comm. Expires 01-20-2025
 Notary ID 11002345

PROPERTY OWNER:




 (Signature of Property owner)
 ROBERT D WOODSON
 MARY CAT PROPERTIES, INC

SWORN AND SUBSCRIBED BEFORE ME THIS
 7th DAY OF February 20 24.



 (NOTARY) GABRIELLE S DESOUSA
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires April 17, 2023
 I.D. #5G208925

Elk Township Planning/Zoning Board:



 Ann Marie Wiertel
 Secretary

SWORN AND SUBSCRIBED BEFORE ME THIS
 12 DAY OF March 20 24.



 (NOTARY)

DEBORA R. PINE
 Commission #2252413
 NOTARY PUBLIC of NEWJERSEY
 Gloucester County
 Comm. Expires May 19, 2025

Notary Required

AFFIDAVIT OF APPLICANT

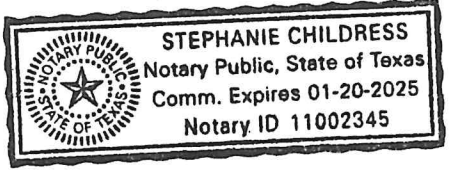
STATE OF Texas }
COUNTY OF Dallas } ss.

Jon Lawson, of full age being duly sworn according to law on oath deposes and says that all of the above statements and the statements contained in the papers submitted in connection with this application are true and correct.


(Signature of Applicant)

Jon Lawson
(Print name of Applicant)

Sworn and subscribed before me this 1st day
of February, 20 24.

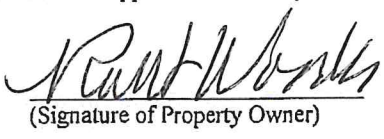


Stephanie Childress
(Notary)

AFFIDAVIT OF OWNERSHIP

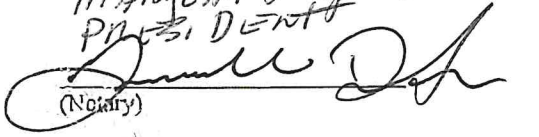
STATE OF New Jersey }
COUNTY OF Gloucester } ss.

Robert D Woodson, of full age, being duly sworn according to law, on oath deposes and says, that deponent resides at 3 THORNWOOD DRIVE CLACKBORN (address) (City) in the County of Gloucester and State of N.J.; and that I am the owner of all that certain lot, piece or parcel of land known as Block (s) 66 Lot(s) 1.04 on the Tax Map of Elk Township, which property is the subject of the foregoing application, and that said application is hereby authorized by me.


(Signature of Property Owner)

ROBERT D WOODSON
(Printed Name of Owner)

Sworn and subscribed before me this 7th day
of February, 20 24.

MARGOT PROPERTIES INC
PRESIDENT

(Notary)