ESCROW AGREEMENT

THIS AGREEMENT entered into this ___ day of _____, 200__, by and between _____, having its principal offices at _____ (applicant) _____, (hereinafter referred to as the "Applicant") and the Township of Lumberton, with its principal offices located within the municipal complex on 35 Municipal Drive, Lumberton, New Jersey 08048 (hereinafter referred to as the "Township").

WITNESSETH

WHEREAS, the Applicant has filed a complete application for development including appropriate plans and other documents seeking review approval of its proposal with respect to Block _____, Lot _____; 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 regulations establish the amount of the initial escrow deposit and the parties' desire to set forth the terms and conditions of the establishment, disbursement, increase or decrease of said funds.

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 a certain sum with the Township for the purpose of paying for professional review of the application, plans and other documents submitted with respect to an application for development as hereinafter set forth. For purposes of this section, professional review includes, but is not limited to, engineer, planner, attorney (Planning Board and Township), traffic consultant, administrative officer and any other consultants appointed by the Board in question. The Township shall be entitled to charge against the escrow fund an administrative fee in the amount of one percent (1%) of the amount deposited to pay for the municipal cost of administering the fund.

In the event that an application is denied, certified incomplete, or withdrawn by the applicant, and the application is subsequently resubmitted or a second application is submitted by the same applicant for the same use and on the same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 refiled after the application has been denied without prejudice, no new application fee need be submitted. Upon receipt of a formal, written request, the Board reviewing the application may recommend to the Township Committee that the unencumbered balance of the original escrow by 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 of 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 failure to deposit the additional funds shall be grounds for a 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 approval of the application, the applicant shall pay additional funds upon demand within the aforementioned fourteen (14) day period. The failure to pay the demanded funds may result in a voiding of the approval upon due notice 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.

I agree to be responsible for all bills against the development's escrow account. In the event that this project is sold or my interest is transferred to another party, my obligation can only be relieved if all outstanding escrow bills are paid and the new principal obligates himself to the responsibility of all future bills in an agreement with the Township.

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.

_____
Township Clerk

_____
Applicant

OWNER'S CONSENT AND GUARANTEE

I, _____, the owner of Block _____ Lot _____, Lumberton Township, Burlington County, State of New Jersey, hereby consent to the terms and conditions of this Agreement and, most particularly, agree to guarantee the payment of the aforementioned fees in the manner aforesaid.

_____
Signature

_____
Date

Form **W-9**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Please print or type

Name (See Specific Instructions on page 2.)

Business name, if different from above. (See Specific instructions on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ .....

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

▶

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here — Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.