

**CASH PERFORMANCE BOND, LICENSE, EASEMENT
AND SURETY AND INDEMNIFICATION AGREEMENT**

Ref: Municipality:_____

Developer:_____

Surety Company_____

Cash Performance Amount:_____

Surety Bond Amount:_____

Surety Bond #_____

WHEREAS, the Developer with offices at _____

_____ **Has heretofore made application to the Planning
Board Township of Roxbury for final approval of a Final or Site Plan entitled:**

Prepared by_____, **dated** _____ **20**__

Revised to_____ **20**__, **located on**_____

In the Township of Roxbury; and_____

WHEREAS, the Planning Board/Board of Adjustment of Roxbury, did on
_____ **20**__, **pass a Resolution approving the aforesaid Final Plat or**
Site Plan which Resolution is incorporated herein by reference as if set forth in full
at length herein; and

WHEREAS, all of the improvements required by the applicable ordinances
of the Township of Roxbury have not been completed; and

WHEREAS, the Planning Board of the Township of Roxbury pursuant to
the said Resolution did authorize the posting of a Performance Guarantee to
guarantee completion of all improvements required as a condition of final
subdivision approval as set forth in the aforesaid Resolution (and a Developer's
Agreement which may be executed simultaneously herewith, if any); and

WHEREAS, the Developer has requested the Township of Roxbury to accept
a Performance Guarantee in the form of a Surety Bond issued by _____
_____**(Surety Company), bond No.** _____**in the amount of**
\$ _____**, and a Cash Bond of \$** _____**to guarantee the**
completion of the improvements an all matters as set forth in the Resolution and

Developer's Agreement if any, Plans and Specifications approved as a condition of Approval which Surety Bond and Cash Bond have been delivered to the Township of Roxbury as a Performance Guarantee in accordance with the provisions of the Revised General Ordinances of the Township of Roxbury.

NOW, THEREFORE, the said Developer does hereby agree and stipulate that in the event it shall not complete all the improvements and all matters as set forth in the Resolution of the Planning Board, Developer's Agreement, if any, and on the plans and specifications submitted to and approved by the Planning Board for Approval within _____(time period) that the Township may, in its option,

1. The Township of Roxbury may expend as much of the Cash Bond of \$_____and the Surety Bond issued by _____(Surety Company), Bond No. _____that has come into its possession to install the improvements or any part thereof that have not been completed to the satisfaction of the Township of Roxbury and/or it has failed to perform any other obligation required of the Developer as set forth in the Resolutions of the Planning Board and the Developer's Agreement, if any.

2. The Developer does hereby authorize the Township of Roxbury through its agents, servants, and employees or independent contractors and township Engineer, to come upon its property to do the work.

3. The Developer does further agree to indemnify and hold harmless the Township, its agents, servants, employees, independent contractors and Township engineer against all losses, costs, damages, and expenses in connection therewith relating to the performance of any obligation of the Developer not completed by it.

4. The Developer does hereby grant, bargain, and convey to the township of Roxbury a license, privilege, easement, and other right deemed necessary by law to the township, its agents, servants and employees and contractors and Township Engineer to go upon all of the premises which are encompassed in the aforesaid final maps and plat or any other land it may own or have a right thereto to do any act or perform any task it may hereunder undertake upon said premises upon default by the said Developer of the terms hereof.

The said Developer does hereby release and relinquish any and all rights, claims, causes of action, or any other legal right it may have or acquire for liability of any kind against the Planning Board of the Township of Roxbury and the Township's agents, servants, employees, contractors and Township Engineer.

ATTEST: (Developer)

STATE OF NEW JERSEY

SS#: _____

COUNTY OF MORRIS

**I CERTIFY that on _____ 20____, _____
acknowledge under oath, to my satisfaction, that:**

- (a) this person signed, sealed and delivered the attached document as the corporation named in this document;**
- (b) the proper corporate seal was affixed; and**
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority for its Board of Directors.**

STATE OF NEW JERSEY

SS#: _____

COUNTY OF MORRIS

**I CERTIFY that on _____ 20____, _____
acknowledged under oath, to my satisfaction, that this person (or if more than one,
each person):**

- (a) is named in and personally signed the attached document; and**
- (b) signed, sealed and delivered this document as his or her act and deed.**