

ESCROW AGREEMENT

THIS AGREEMENT made this 16th day of May 2022,
between Family Promise of Hunterdon County
hereinafter referred to as "Applicant", and the PLANNING OR ZONING
BOARD of the Borough of Flemington, hereinafter referred to as "Board", and
the Borough Council of the Borough of Flemington, hereinafter referred to as
"Borough".

WHEREAS, the Board desires to establish an escrow whereby work
required to be performed by professionals employed by the Board will be
reimbursed by the Applicant as required under the provisions of Ordinance
5-82, and

WHEREAS, both parties feel that it is appropriate to reduce this
understanding to written form.

WITNESSETH: IT IS Mutually agreed between the two parties that:

Section 1. PURPOSES:

The Board authorizes its professional staff to review, inspect, report and
study all plans, documents, statements, improvements and provisions made by
the Applicant in conforming to the requirements of the Ordinance cited and
referred to above. The Board directs its professional staff to make all oral
and/or written reports to the Board of its conclusions and finding derived from
the review, study, investigation and like or similar duties performed as
elsewhere authorized. The applicant agrees to pay all reasonable professional
fees incurred by the Board for performance of the duties outlined above.

Section 2. ESCROW ESTABLISHED

Applicant, Board and Borough, in accordance with the provisions of this
agreement hereby create an escrow to be established with the Financial Officer
of the Borough of Flemington.

Section 3. ESCROW FUNDED

Applicant by execution of this agreement shall pay to the Borough to be deposited in the depository referred to in Section 2, such sums as are required by Ordinance 5-1982. Execution of this agreement by the Borough acknowledges receipt of the sums referred to under this paragraph.

Section 4. INCREASE IN ESCROW FUND

If during the existence of the escrow agreement the funds held by the escrow holder shall be insufficient to cover any voucher or bill submitted by the professional staff and reviewed and approved by the Board, Applicant shall within fourteen (14) days from date of receipt of written notice deposit additional sums with the escrow holder to cover the amount of the deficit referred to above. The written notice referred to his paragraph shall be sent to: Family Promise of Hunterdon County, 8 Bartles Corner Rd., Flemington, NJ 08822. Said notice shall be in the form set forth in Schedule 2 of this agreement. Unless otherwise shown, receipt shall be presumed to have occurred three (3) days after mailing. This notice required under this paragraph shall be given to the Board.

Section 5. TIME OF PAYMENT

The professionals referred to in this agreement, upon the conclusion of their services or periodically during the performance of their services, shall submit vouchers conforming to the requirements established by the Board for vouchers of amounts of all fees and costs incurred as a result of the services set forth under Section 1 of this agreement.

Section 6. BOARD OF REVIEW

The Board shall review the vouchers submitted by the professionals to determine whether the services have been performed in the manner and to the degree required by this agreement. Upon making a determination that services have been performed properly, the Board shall process said vouchers in the same manner and under the same terms as are normally employed for vouchers submitted for work performed on behalf of the Borough. At the conclusion of this processing, the amounts specified in said vouchers shall be deducted by the escrow holder from the escrow established pursuant to this agreement.

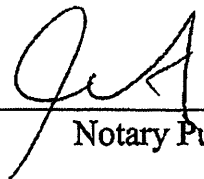
Section 7. APPLICANT'S OBJECTION

The applicant shall have the right to make periodic inspections of the records maintained by the escrow holder to determine the status of the escrow at any point in time. Where the applicant objects to the payment of any voucher from the escrow fund, he shall have the right to appeal, upon three (3) days notice to all professionals, to the Board to determine whether then payment or payments objected to are proper. The standards of review to be utilized by the Board in determining whether said payments are proper, and whether the fees incurred are reasonable and whether the work has been performed properly.

Section 8. INTEREST ALLOCATIONS

Any and all interest would be added if the balance is \$5,000.00 or over, will be added monthly to their escrow account.

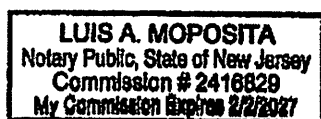
IN WITNESS WHEREOF the parties hereto have set their hands and seals on this day May 16th 2022.



Notary Public



Applicant



N/A

Borough of Flemington