

## **SEWER LATERAL ESCROW AGREEMENT PERTAINING TO INCLEMENT WEATHER**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_ (Seller(s)), \_\_\_\_\_ and \_\_\_\_\_ (Purchaser(s)), and the Borough of Fox Chapel, Allegheny County, Pennsylvania (Borough).

### **BACKGROUND**

- A. The Borough has enacted Ordinance 510, which establishes the requirement for certification of sanitary sewer status prior to the sale of real estate.
- B. Seller and Purchaser have entered into an Agreement of Sale for the property located at \_\_\_\_\_ in the Borough of Fox Chapel (the "Property").
- C. The required testing and, therefore, certifying cannot be done prior to closing on the Property due to inclement weather.
- D. Pursuant to Ordinance 510, Seller has applied for a Temporary Document of Certification.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Attached hereto is security in the amount of One Thousand Dollars (\$1,000) which is hereby provided to the Borough by Seller or Purchaser to guarantee that the appropriate sewer test will be performed.
2. The appropriate sewer test shall be performed as soon as reasonably possible, and in no event later than fourteen (14) days from the date written notice is sent from the Borough to Seller or Purchaser.
3. If Seller or Purchaser fails to conduct the appropriate sewer test in accordance with Paragraph 2, the Borough may conduct the test or cause the test to be conducted. In such an event, the Borough may retain the security provided herewith pursuant to Paragraph 1.
4. Any defects in the sewer or violations of any laws or ordinances shall be corrected at Purchaser's expense. If the Purchaser fails to so correct any defects or violations within a reasonable time, the Borough, or such person as the Borough may designate, may enter on the Property and correct the defects or violations at Purchaser's expense. In such event, the Borough may retain the security posted in accordance with Paragraph 1. It is

hereby agreed and acknowledged that any such defect or violation would constitute a nuisance and a municipal claim, as such term is defined in 53 P.S. §7101 et seq., thereby permitting the Borough to file a municipal claim and lien for any work done to correct any defects or violations.

5. If said testing is performed within a reasonable time and no defects are disclosed to the reasonable satisfaction of the Borough, then the security posted in accordance with Paragraph 1 shall be returned to the party posting said security.
6. It is intended that the obligation to repair the defects or violations run with the land, and Purchaser and Seller acknowledge that this obligation binds themselves and their respective heirs and assigns.
7. The rights and remedies listed herein are cumulative and in addition to any others available under applicable law.
8. **This Agreement cannot be changed by any party.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER(S)

\_\_\_\_\_  
\_\_\_\_\_

PURCHASER(S)

\_\_\_\_\_  
\_\_\_\_\_

BOROUGH OF FOX CHAPEL

By: \_\_\_\_\_

**For Individuals**

COMMONWEALTH OF PENNSYLVANIA :  
 :  
COUNTY OF ALLEGHENY : SS.  
 :

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, personally appeared \_\_\_\_\_ and \_\_\_\_\_ (seller(s)) to me known (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument who, being by me duly sworn, did depose and say that he/she executed the foregoing Agreement for the purposes therein contained and his/her free act and deed and that his/her statements therein contained are true.

WITNESS my official signature and seal as such Notary Public on the day, month and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**For Corporations, Partnerships and Trusts**

COMMONWEALTH OF PENNSYLVANIA :  
 :  
COUNTY OF ALLEGHENY : SS.  
 :

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, personally appeared \_\_\_\_\_, who, being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a (corporation/partnership/trust), that he/she as such, being authorized so to do, executed the foregoing Agreement for the purposes therein contained; and that his/her statements therein contained are true.

WITNESS my official signature and seal as such Notary Public on the day, month and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**For Individuals**

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 : SS.  
COUNTY OF ALLEGHENY :

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, personally appeared \_\_\_\_\_ and \_\_\_\_\_ (purchaser(s)) to me known (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument who, being by me duly sworn, did depose and say that he/she executed the foregoing Agreement for the purposes therein contained and his/her free act and deed and that his/her statements therein contained are true.

WITNESS my official signature and seal as such Notary Public on the day, month and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**For Corporations, Partnerships and Trusts**

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 : SS.  
COUNTY OF ALLEGHENY :

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, personally appeared \_\_\_\_\_, who, being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a (corporation/partnership/trust), that he/she as such, being authorized so to do, executed the foregoing Agreement for the purposes therein contained; and that his/her statements therein contained are true.

WITNESS my official signature and seal as such Notary Public on the day, month and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**Borough of Fox Chapel**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF ALLEGHENY :

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, in and for said County and Commonwealth of Pennsylvania, personally appeared \_\_\_\_\_ who acknowledged himself/herself to be \_\_\_\_\_ of the Borough of Fox Chapel, a municipality, and that he/she as such officer/manager/secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself/herself as \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_