

Plum Borough Municipal Authority

**4555 New Texas Road
Pittsburgh, Pa. 15239
Phone (412)793-7331 * Fax (412)798-9186**

ESCROW AGREEMENT

This agreement is made this _____ day of _____, 20____,
between _____ (“Seller”) and _____ (“Purchaser”),
and the Plum Borough Municipal Authority, Allegheny County, Pennsylvania (“Authority”).

BACKGROUND

- A. The Authority has enacted Resolution 2013-08, amending Resolution 93-84, 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 Plum (the “Property”).
- C. The required testing and, therefore, certifying cannot be done prior to closing on the Property due to weather and/or other circumstances.
- D. Pursuant to Resolution 2013-08, 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 Five Thousand Dollars (\$5,000.00) which is hereby provided to the Authority by Seller or Purchaser to guarantee that the appropriate sewer test will be performed.
- 2. The sewer test shall be performed as soon as possible, and in no event later than fourteen (14) days from the date of the scheduled appointment.
- 3. If the Seller or Purchaser fails to authorize or permit the Plum Borough Municipal Authority access to the above mentioned property and said test cannot be conducted, then the Authority may retain the security provided herewith pursuant to paragraph 1.
- 4. Any defects found in the sanitary sewer or violations of any laws or ordinances shall be corrected at Seller’s expense. If the Seller fails to so authorize the correction of any defects or violations within a reasonable time, the Authority, or such person as the Authority may designate, may enter on the Property and correct the defects or violations at the Seller’s expense. In such an event, the Authority may retain the security posted in accordance with paragraph 1 up to the amount of work expense incurred or \$5,000.00, whichever is the lesser. It is hereby agreed and acknowledged that any such defect or violation would constitute a

nuisance or a municipal claim, as such term is defined in 53 P.S. Section 7101 et seq., thereby permitting the Authority to file a municipal claim and lien for any work done to correct any defects or violations.

5. If the testing is performed within a reasonable time and no defects are disclosed to the reasonable satisfaction of the Authority, then the security posted in accordance with paragraph 1 shall be returned to the party posting said security. Further, any balance left in the security deposit account after correction of the violations shall be remitted to the party posting said security.
6. It is intended that the obligation to repair the defects or violations run with the land, and the 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.

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

SELLER (S)

PURCHASER (S)

PLUM BOROUGH MUNICIPAL AUTHORITY

By: _____

For Individuals

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF

:

On the ____ day of _____, 20____, before me, personally appeared _____, to me known (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument who, and being by me duly sworn, did depose and say that he/she executed the foregoing Agreement for the purposes therein contained as 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

:

On the ____ day of _____, 20____, 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 is 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:
