

TEMPORARY DOCUMENT OF CERTIFICATION

[Sewer Lateral Escrow Agreement Regarding Inclement Weather Preventing Testing]

This Agreement is made this _____ day of _____, _____,
between _____ and _____ (Seller(s)),
_____ and _____ (Purchaser(s)),
and the Municipal Authority of the Township of South Fayette, Allegheny County, Pennsylvania
(Authority).

WITNESSETH

WHEREAS, the Authority has authorized and approved Rules and Regulations, which establish the requirement for certification of sanitary sewer status prior to the sale of real estate.

WHEREAS, Seller and Purchaser have entered into an Agreement of Sale for the property located at _____ in the Township of South Fayette (the "Property").

WHEREAS, as the required testing and certifying cannot be done prior to closing on the Property due to inclement weather, and pursuant to the applicable Rules and Regulations, Seller and Purchaser have applied for a Temporary Document of Certification.

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

1. That the Seller and Purchaser, in exchange for grant of temporary certification, agree to post Four Thousand (\$4,000.00) Dollars into escrow at closing for the benefit of the Authority to guarantee that the appropriate sewer test and/or remedial work if necessary will be performed.
2. That the appropriate sewer test shall be performed as soon as reasonably possible, and in no event later than fourteen (14) days from the date notice to proceed is given by the Authority to Seller and Purchaser.
3. That if said testing is performed within a reasonable time and no defects are disclosed to the reasonable satisfaction of the Authority, or, if the testing is performed revealing defects, and the defects are cured to the satisfaction of the Authority, then the security posted, less any reasonable costs which may have been incurred by the Authority relevant to testing or repairs/replacing shall be returned to the party posting said security.

4. That if Seller and Purchaser fails to conduct the appropriate sewer test in accordance with Paragraph 2, the Authority may conduct the test or cause the test to be conducted. In such an event, the Authority will be immediately entitled to any amount of escrowed money set forth in Paragraph 1 which covers all reasonable costs incurred by the Authority for testing and remedial work; same shall be released upon Authority demand by any escrow agent upon written request for same.

5. That if any defects the Authority reasonably concludes need cured in the sewer lateral, or if any violations of laws, regulations, and/or ordinances related thereto should be deemed to exist, same shall be immediately corrected by Seller and Purchaser's at his/her expense. Should the Seller and Purchaser fail to immediately correct the subject sewer lateral for any reason, all escrowed money shall be immediately released to the Authority and the Authority may:

Enter the subject property and make the necessary repairs and/or replacements of sewer line itself. In the event the Authority performs the necessary testing and/or work, the Seller and Purchaser shall be responsible for any cost overruns (exceeding escrowed amount) relating to testing, the actual remedial work completed and/or the cost of the replacement work performed by or at the direction of the Authority. In any event, Seller and Purchaser agree that all costs reasonably incurred by the Authority, which exceed the escrowed amount, may be liened against the subject property.

Or, to the extent that the Seller and Purchaser have refused and/or failed to complete the testing and/or remedial/replacement work within the time given in the Authority's notice, the Seller and Purchaser hereby agree that the Authority may choose not to make the repairs and/or replacement, but may file of record, a lien against the subject real property in an amount not to exceed the reasonable cost of testing, repairs and/or replacement of the subject line less withheld escrow amount. Further, 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 Authority to file a municipal claim and lien for any work done to correct any defects or violations.

It is intended that the obligations to test and/or repair the defects or violations run with the land, and Seller and Purchaser acknowledge that this obligation binds themselves and their respective heirs and assigns.

* Please provide a forwarding address for the person(s) responsible for posting said security.

1. The rights and remedies listed herein are cumulative and in addition to any others available under applicable Pennsylvania law.

2. 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)

MUNICIPAL AUTHORITY OF THE
TOWNSHIP OF SOUTH FAYETTE

SEAL:

By: _____

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:
