

ESCROW AGREEMENT

_____, Marlborough, MA 01752

(Street address)

BUYER and SELLER, hereby acknowledge that the Premises located at _____ Marlborough, Ma. 01752 was notified by the City of Marlborough of a requirement to connect to municipal sewer upon the sale of the Premises.

Whereas the City of Marlborough agrees through a variance from City Code 510 "Sewers" to allow SELLER to sell without connecting to municipal sewer prior to closing;

Whereas SELLER, being desirous to sell, agrees to escrow \$_____ of SELLER'S proceeds to be held by the BUYER'S attorney to complete the connection to municipal sewer after recording of the deed. This shall be SELLER's sole cost and expense and SELLER shall be responsible for all costs up to \$_____. SELLER shall bear no further liability upon recording of the deed. Said money shall be released from escrow without SELLERS approval upon request by the BUYER or BUYER'S contractor. However, any unused escrow funds shall be promptly returned to the SELER upon completion of the work.

BUYER hereby agrees to, within six (6) months of closing, complete the required hook-up and pay any additional sums above the SELLER'S \$_____ due for such work, including but not limited to connection to the municipal sewer system, disconnection and/or demolition of the existing septic system, and any related landscaping.

Executed as a sealed instrument this ____ day of _____,
(date) (month, year)

Escrow Agent

By: _____ Print Name _____

Seller

By: _____ Print Name _____

Seller

By: _____ Print Name _____

Buyer

By: _____ Print Name _____

Buyer

By: _____ Print Name _____