



West Lebanon Township  
322 North 22<sup>nd</sup> Street, Lebanon, PA. 17046  
Phone # (717) 274-1598 Fax: (717) 274-5119

CURBING/SIDEWALK INSTALLATION  
ESCROW AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and  
between \_\_\_\_\_ hereinafter referred to as “Seller”,

AND

\_\_\_\_\_ hereinafter referred to as “Buyer”,

AND

THE TOWNSHIP OF WEST LEBANON, a first-class township organized and existing under  
the Laws of the Commonwealth of Pennsylvania, with its office located at 322 North 22<sup>nd</sup> Street,  
Lebanon, Pennsylvania, 17046, Hereinafter referred to as “Township”.

WITNESSETH:

WHEREAS, Township has enacted an Ordinance requiring the installation of curbing at  
properties within the Township within thirty (30) days of the date of transfer of title to said  
property; and

WHEREAS, Seller and Buyer have entered into an Agreement to sell premises owned  
by Seller to Buyer upon the terms and conditions set forth in said Agreement; and

WHEREAS, it is necessary to have curbing installed at said premises pursuant to the  
terms of Township’s Ordinance; and

WHEREAS, Township will agree to extend the time for installation of curbing at the  
subject premises provided funds are escrowed for the cost of installation and an installation  
contract is obtained by the Seller and/or Buyer for installation of curbing within a reasonable  
time.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants  
hereinafter set forth and intending to be mutually bound hereby the parties hereto hereby  
covenant and agree as follows:

1. The preambles set forth above are incorporated herein by reference as if textually  
set forth in full.

2. The sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS shall be placed in escrow with the settlement agent at the closing upon the transfer of premises owned by Seller to Buyer to defray the cost of curbing installation at the subject premises.

3. Seller and/or Buyer shall provide to Township a copy of a curbing installation contract for curbing at subject premises to be installed within one hundred-eighty (180) days of the date of closing at a stipulated price not to exceed the funds being escrowed pursuant to paragraph 2.

4. Upon receipt of a copy of this signed Escrow Agreement, verification from the settlement agent as to receipt of the escrow funds and receipt of a written estimate containing the information set forth above Township agrees to extend the time period required for installation of curbing for a period not to exceed one hundred eighty (180) days from the date of closing.

5. Should the curbing not be installed at the subject premises upon the expiration of said one hundred eighty (180) day periods, Township shall have the right to proceed to install said curbing at Township's expense. Upon the installation of said curbing, Township shall be entitled to present to the settlement agent holding the escrow funds a true and correct copy of the bill for the installation of said curbing and receive from the escrow agent the funds held in escrow for curbing installation. Should the escrow funds exceed the amount necessary to pay for the curbing installation the excess funds shall be refunded to the party who created the escrow.

6. In the event the escrowed funds are insufficient to pay for the cost of curbing installation required by Township, Township shall have the right to proceed to collect the balance due and owing pursuant to the Municipal Lien Law of Pennsylvania or to proceed in Assumpsit as the Township may desire.

7. In the event curbing is installed at the subject premises by a curbing installer selected by Seller and /or Buyer with said curbing installed within the one hundred eighty-(180) day period set forth above, the escrow funds shall be released to the contractor who performed the installation work upon approval of said release by Seller, Buyer and Township. Township shall not unreasonably withhold its agreement to the release of said funds provided curbing has been installed in accordance with Township's specifications.

8. This Agreement shall be binding upon the Heirs, executors, assigns and personal representative of the parties hereto.

9. This Agreement shall not be modified except by an instrument in writing and signed by the parties hereto.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESSES;

THE TOWNSHIP OF WEST LEBANON

_____	By _____
“Seller”	
_____	_____
“Seller”	
_____	_____
“Buyer”	
_____	_____
“Buyer”	

*Return this signed escrow agreement along with the estimate from the contractor who will be completing this curb and/or sidewalk installation to the Township within 10 days of settlement.*