**WATER ESCROW AGREEMENT**

It is understood and agreed between the parties concerning the sale of:

${PropertyAddress}, ${PropertyCity}, ${PropertyStateAbbr}, ${PropertyZip}

that ${companyName}, (hereafter "AGENT"), will hold in escrow the sum of $250.00 for the purpose of paying the final water bill when it is rendered. However, due to the unknown, and uncertain size of water bills, the buyers and sellers hereby agree to indemnify and hold harmless AGENT from any claims concerning the water escrow or the payment of bills in the event that the escrow set forth above is insufficient to pay the water bill rendered by the proper Water Company. In the event the amount of escrow is insufficient to pay the water bill, AGENT, shall promptly notify all parties of the deficiency and shall send the bill and a check in the amount of the escrow held payable to the Water Company to the purchaser who will adjust the bill directly with the seller. The seller hereby agrees to pay to the purchaser any additional amount which may be required in addition to the escrowed monies to pay the water bill.  
  
THE PARTIES UNDERSTAND AND AGREE THAT THEY WILL BOTH MAKE ALL NECESSARY EFFORTS TO HAVE THE FINAL WATER BILL PROVIDED TO AGENT WITHIN NINETY (90) DAYS FROM THE DATE OF SETTLEMENT. AGENT IS EXPRESSLY AUTHORIZED TO RELEASE THE ESCROWED MONEY IN FULL TO THE SELLER IF NO BILL HAS BEEN PROVIDED WITHIN THE NINETY (90) DAY PERIOD. IN THE EVENT OF SUCH A REFUND, THE BUYERS AND SELLERS HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS AGENT, AND ANY TITLE INSURANCE COMPANY FROM ANY AND ALL CLAIMS CONCERNING THE WATER ESCROW, THE WATER BILL OR ANY CURRENT OR FUTURE LIENS RELATED TO THE NONPAYMENT OF THE WATER BILL.  
  
We buyers and sellers hereby agree to indemnify and hold harmless AGENT, from any claims concerning the water escrow or the payment of bills the undersigned, have agreed to the foregoing as a condition for the acceptance of the escrow by AGENT.  
  
FINAL WATER BILL IS TO BE MAILED TO:  
${companyName},  ${companyAddressStreetCSZ}  
  
FINAL METER READING HAS BEEN/WILL BE CALLED INTO WATER COMPANY by:

\_\_\_PURCHASER \_\_\_SELLER \_\_\_REAL ESTATE AGENT  
  
SELLERS FORWARDING ADDRESS FOR REFUND OF WATER ESCROW:

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${BuyerAndSellerSignatures}