

LANDSCAPING COMPLETION ESCROW HOLDBACK AGREEMENT

Date: [Insert Date]

Property Address: [Insert Full Property Address]

Parties:

Seller: [Insert Seller Name]

Buyer: [Insert Buyer Name]

Escrow Agent: [Insert Name of Title Company/Escrow Agent]

1. PURPOSE: Due to [Insert Reason, e.g., inclement weather/seasonal restrictions], the required landscaping work at the above-referenced property cannot be completed prior to the closing date. The parties agree to establish an escrow holdback to ensure completion of the work.

2. HOLDBACK AMOUNT: At the time of closing, the Escrow Agent shall withhold the sum of \$[Insert Amount] (the "Escrow Funds") from the Seller's proceeds. These funds will be held in a non-interest-bearing account.

3. SCOPE OF WORK: The Seller agrees to complete the following landscaping items (the "Work") at their sole expense:

- [Item 1: e.g., Installation of sod in front yard]
- [Item 2: e.g., Planting of 5 evergreen shrubs]
- [Item 3: e.g., Grading and seeding of backyard]

4. COMPLETION DATE: All Work must be completed by [Insert Deadline Date].

5. DISBURSEMENT OF FUNDS: Upon completion of the Work, the Buyer shall inspect the property. Within [Insert Number] days of inspection, the Buyer shall provide written notice to the Escrow Agent to release the Escrow Funds to the Seller. The Buyer's approval shall not be unreasonably withheld or delayed.

6. DEFAULT: If the Work is not completed by the Completion Date, the Buyer may, at their option, use the Escrow Funds to hire a contractor of their choosing to complete the Work. Any remaining funds after the Work is completed shall be returned to the Seller. If the Escrow Funds are insufficient to cover the cost, the Seller remains liable for the balance.

7. SIGNATURES:

Seller Signature

Buyer Signature

Escrow Agent Signature