

# AGREEMENT OF SALE AND PURCHASE FOR COPPER CREEK PLAN OF LOTS

Seller and Buyer agree as follows:

1. **PARTIES:** Copper Creek Management, LLC., a Pennsylvania Limited Liability Company, hereafter "Seller", having an address of 242 Station Street, Bridgeville, PA 15017.

AND

\_\_\_\_\_, hereafter "Buyer",  
having an address of \_\_\_\_\_.

2. **SALE:** Seller will grant and convey to Buyer by deed of special warranty fee simple title to all that certain lot or piece of ground situate in the Township of Marshall, County of Allegheny and Commonwealth of Pennsylvania, being Lot No.\_\_\_\_ in the Copper Creek - Revised Plan of Lots, as approved by the Township of Marshall on August 27, 2007 and as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 260, page 143, being a revision to the Copper Creek Plan of Lots, as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in Plan Book Volume 259, page 31, hereafter the "Property". Title to the Property will be good and marketable and will be free and clear of all encumbrances except as provided in paragraph 11. Title to the Property will be insurable by any licensed title insurance company at regular rates.

3. **PURCHASE:** Buyer will purchase the Property and pay to Seller the sum of (U.S. Dollars) \$\_\_\_\_ payable as follows:

- A. Hand money upon signing this Agreement in the amount of \$\_\_\_\_. The hand money will be held by Seller.
- B. The balance by cashier check, wired funds or certified funds on delivery of deed at Settlement.

4. **SETTLEMENT:** Settlement will be held in the offices of Achieve Realty Incorporated, 10475 Perry Highway, Suite 200, Wexford, PA 15090 or such other location as the parties may agree on or before \_\_\_\_\_

5. **SELLER'S EXPENSE:** Seller will pay the cost of deed preparation and title clearance.

6. **POSSESSION:** Possession of the Property will be delivered to Buyer on date of Settlement.

7. **RISK OF LOSS:** Risk of loss of the Property will remain upon Seller until Settlement. After Settlement, Buyer shall maintain the Property so as to prevent overgrowth of grass, and shall keep the Property free of debris. This provision shall survive Settlement.

8. **EMINENT DOMAIN; BUYER'S OPTION:** If any part of the Property is taken by eminent domain before Settlement, Seller will notify Buyer of the taking within 5 days, but not later than the settlement. Buyer will have the option to: (A) terminate this Agreement and upon termination all hand money will be returned immediately to Buyer after which the parties will be relieved of all obligations in this Agreement; or (B) proceed with this Agreement and pay the balance of the purchase price, and Seller will assign to Buyer the award, if any, to which Seller may be entitled. To exercise this option Buyer will give notice to Seller before settlement. If Buyer fails to give the notice, Buyer will be conclusively deemed to have chosen option (B).

9. **MUNICIPAL IMPROVEMENTS:** Seller will pay any municipal claim against the Property if the ordinance or resolution authorizing the work or improvements is adopted prior to the date of this Agreement. Buyer will pay any municipal claim against the Property if the ordinance or resolution authorizing the work or improvement is adopted on or after the date of this Agreement

10. **DEFAULT:**

**A. By Buyer:** If Buyer defaults, Seller's sole remedy shall be to retain the hand money as liquidated damages as the parties agree that the hand money is a reasonable settlement of Seller's damages and is not a penalty, upon which this agreement shall terminate and there shall be no further rights or obligations between the parties under this Agreement.

**B. By Seller:** If Seller defaults, Buyer's sole remedy shall be to rescind this Agreement, at which time Seller will cause to be paid to Buyer the hand money and all monies that Buyer had deposited with Seller, upon which this agreement shall terminate and there shall be no further rights or obligations between the parties under this Agreement.

**11. UNDER and SUBJECT:** Buyer will take title to the Property by Deed of Special Warranty and subject to the following: (A) building and use restrictions of record, including, but not limited to the Declaration of Covenants, Conditions and Restrictions for the Copper Creek Plan of Lots, a copy of which has heretofore been delivered to Buyer; (B) vehicular or pedestrian easements of record affecting the Property; (C) water, sewer, gas, electric, cable television, and telephone lines or easements therefore, now of record or hereafter granted by the Seller prior to settlement in order to provide the aforementioned utility services to all lots in the Copper Creek Plan or as presently or proposed to be installed; (D) prior grants, reservations or leases of coal, oil, gas or other minerals as shown by instruments of record; and (E) easements apparent upon inspection of the Property.

**12. PRORATION ITEMS:** (A) real estate transfer taxes will be shared equally between Seller and Buyer based on the consideration set forth in Paragraph 3 hereof. In the event additional transfer taxes are determined to be due and owing the Commonwealth of Pennsylvania, the Township of Marshall, or the North Allegheny School District as a result of Buyer having entered into a construction contract for the construction of a dwelling on the Property with a builder approved by Seller, such additional transfer taxes shall be the sole responsibility of and shall be paid for by the Buyer; (B) real estate taxes will be prorated as of date of settlement; (C) county and municipal real estate taxes will be prorated on a calendar year basis; (D) school district real estate taxes will be prorated on a fiscal year basis. All real estate tax prorations shall be based on the real estate taxes levied or estimated to be levied by each taxing body based on the lot value assessment only.

**13. ZONING AND OTHER ORDINANCES:** Seller warrants that the Property is zoned CR – Conservation Residential.

**14. INSPECTION OF PROPERTY:** Buyer acknowledges that Buyer inspected the Property before signing this Agreement. Buyer is relying only on the inspection of the Property made by Buyer and is not relying on an oral statement concerning the physical condition of the Property made by Seller or Broker or Broker's Site Coordinator or Agent, except as herein set forth.

**15. SEWAGE FACILITY NOTICE:** The Property is part of the Copper Creek Plan of Lots, sanitary sewers for which have been approved by the Township of Marshall and the Pennsylvania Department of Environmental Protection. In conjunction therewith, sewer tap-in permits for a grinder pump system have been approved for each lot, but no actual sewer tap-in permits have been issued by Marshall Township or the appropriate sanitary authority. Buyer acknowledges that Seller does not warrant that a sewer tap will be issued to Buyer for the Property and that Buyer has independently ascertained the availability of such sewer tap-in permit to Buyer for the Property.

**16. APPROVED BUILDER/CONSTRUCTION PLANS:** All Builders, Site Plans, Construction Plans and Specifications shall be approved by Seller, in writing, prior to application for a building permit in accordance with the Declaration of Covenants, Conditions and Restrictions for the Copper Creek Plan of Lots, hereafter the "Covenants." Proposed Site Elevations shall be approved in writing prior to the commencement of any construction on the Property in accordance with the Covenants. All Exterior Selections and Final Landscaping Plans shall be approved in writing 30 days prior to the installation of the same on the Property, in accordance with the Covenants. A copy of the Covenants has heretofore been provided to Buyer, receipt of which Buyer hereby acknowledges.

Buyer shall cause his approved Builder to execute the Builder Participation Agreement for the Copper Creek Plan, and Buyer hereby acknowledges that Seller's approval of Buyer's Builder is contingent upon such Builder's execution of the same.

The provisions of this Paragraph 16 shall survive Settlement.

**17. REAL ESTATE BROKER:**

A. Whenever the term "Broker" is used in this Agreement it shall mean Achieve Realty, Incorporated. The Broker is not responsible for the performance of the obligations of Buyer and Seller under this Agreement.

B. Broker is required by the Pennsylvania Real Estate Licensing and Registration Act, 63 P.S. §§ 455.607 and 608, as amended, to provide the following notices and disclosures:

(1) The Broker is the agent of

\_\_\_ Buyer, \_\_\_ Seller \_\_\_ Both Buyer and Seller;

(2) In the event that Broker has indicated above that such Broker is acting as an agent for both Buyer and Seller, then Buyer and Seller, by their signatures affixed to this agreement, acknowledge and consent to this Dual Agency;

(3) The rate or amount of commission for this sale has been previously negotiated in Seller's Listing Agreement with Broker, and the Builder Participation Agreement for Copper Creek.

(4) A Real Estate Recovery Fund exists to reimburse any person who has obtained final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

C. Buyer and Seller each warrants to the other and to Broker that neither has had any dealings with any person, firm, broker, or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than Broker named above; and that no broker or other person, firm, or entity other than said Broker is entitled to any commission or finder's fee in connection with this transaction as a result of any dealings or acts of such party. Buyer and Seller each hereby agrees to indemnify, defend, protect, and hold the other and Broker harmless from and against any cost, expense, or liability for compensation, commission, or charges which may be claimed by any broker, finder, or other similar entity other than Broker by reason of any dealings or act of the indemnifying party.

**18. COAL NOTICE:** NOTICE-THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT TO SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in §1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any). The deed for the Property will contain this notice and will also contain, and Buyer will sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

**19. WAIVER OF TENDER:** Formal tender of a deed for the Property by Seller to Buyer is waived by Buyer. Formal tender of the purchase price by Seller is waived by Seller.

**20. NOTICES TO PARTIES:** Any notice given by Seller to Buyer or by Buyer to Seller will be in writing. Any notices will be delivered either in the manner provided by law for the service of process in equity or be certified or registered mail to the receiving party at the address for the receiving party which appears on the first page of this Agreement. Any mailed notice will be deemed delivered to the receiving party on the second business day after mailing occurs.

**21. COVENANT NOT TO RECORD:** Buyer will not record this Agreement and any recording of this Agreement by Buyer will constitute a default by Buyer under this Agreement.

**22. BINDING EFFECT:** Seller and Buyer intend to be legally bound by this Agreement. All of its terms and conditions will extend to and be binding upon the parties to this Agreement and upon their respective heirs, executors, administrators, personal representatives, successors and assigns.

**23. REPRESENTATIONS AND WARRANTIES:** Notwithstanding any term or condition in this agreement, Buyer shall purchase lot with the understanding and agreement that:

- A. Seller makes no agreements, conditions, warranties, or representations relating to Lot other than as stated in this Agreement; and
- B. Lot is sold to Buyer on a strictly "as is, where is" basis and therefore Buyer assumes all risk of any adverse soil and subsurface conditions, adverse tree or vegetation condition or any other adverse condition existing on Lot except those as otherwise expressly warranted by Seller in this clause 23.

**24. INTERPRETATION:** This Agreement constitutes the entire contract between the parties and there are no other understandings, oral or written, relating to the sale and purchase of the Property. This Agreement may not be changed, modified or amended, in whole or in part, except in another writing, signed by all parties. Wherever used in this Agreement, the singular will include the plural, the plural the singular, and the use of any gender will be applicable to all genders. Paragraph headings and italicized clauses are inserted for convenience only and will not form part of the text of this Agreement.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, CONSULT YOUR ATTORNEY PRIOR TO SIGNING. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO SEEK LEGAL REPRESENTATION PRIOR TO SIGNING THIS AGREEMENT.

Signed by Buyer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

SELLER'S ACCEPTANCE

Signed by Seller this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

COPPER CREEK MANAGEMENT, LLC

\_\_\_\_\_ By \_\_\_\_\_