

TEAR DOWN AGREEMENT

This Agreement is made this _____ day of _____, _____, by and between _____ and _____ (“Sellers”), and _____ and _____ (“Buyers”), and the Borough of Fox Chapel, Allegheny County, Pennsylvania (“Borough”).

WHEREAS, the Borough has enacted Ordinance No. 510 which establishes the requirements for certification of sanitary sewers prior to the sale of real estate; and

WHEREAS, Sellers and Buyers have entered into an agreement of sale for property located at _____ in the Borough of Fox Chapel (the “Property”); and

WHEREAS, the Buyers intend to replace the existing house on the Property at which time a new lateral will be installed to connect to the Borough’s sanitary sewerage system; and

WHEREAS, the Borough is agreeable to delaying the correction of any existing defects pending the construction of a new home, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. The Buyers agree to disconnect and cap the existing sewer from the Borough's sanitary sewerage system within twelve (12) months of the date set forth above, or prior to demolition of the existing home, should the intention be to raze the existing home with no plans or immediate plans to rebuild.
2. The Buyers agree to disconnect the existing sewer from the Borough’s sanitary sewerage system and replace with a new sewer lateral system in conjunction with construction of a new home to be undertaken by the Buyers in the future. All work in conjunction with the replacement of the existing lateral will be in accordance with all applicable rules and regulations. However, the Buyers agree to test the existing private sewerage system and to correct any defects discovered in the event that a building permit for a new home is not issued within twelve (12) months of the date set forth above.
3. All testing and all work in conjunction with the correction of any defects shall be in accordance with all applicable Borough rules and regulations.

4. It is intended and acknowledged that the obligation to repair the defects or violations run with the land, and Buyers acknowledge that this obligation binds them and their respective heirs and assigns.
5. The rights and remedies listed herein are cumulative and in addition to any other available under application law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLERS

BUYERS

BOROUGH OF FOX CHAPEL

By: _____

FOR SELLERS

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF ALLEGHENY :

On the _____ day of _____, _____, before me, personally appeared _____ and _____, **(Sellers)** to me known (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument who, being by me duly sworn, did depose and say that they executed the foregoing Agreement for the purposes therein contained and their free act and deed and that their statements therein contained are true.

WITNESS my official signature and seal as such Notary Public on the day, month and year first above written.

Notary Public

My Commission Expires:

FOR BUYERS

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF ALLEGHENY :

On the _____ day of _____, _____, before me, personally appeared _____ and _____, **(Buyers)** to me known (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument who, being by me duly sworn, did depose and say that they executed the foregoing Agreement for the purposes therein contained and their free act and deed and that their statements therein contained are true.

WITNESS my official signature and seal as such Notary Public on the day, month and year first above written.

Notary Public

My Commission Expires:

BOROUGH OF FOX CHAPEL

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF ALLEGHENY :

On the _____ day of _____, _____, before me, a Notary Public, in and for said County and Commonwealth of Pennsylvania, personally appeared Julie P. Bastianini who acknowledged herself to be Borough Manager of the Borough of Fox Chapel, a municipality, and that she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by herself as Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires:
