



- 5. Once the Plumber corrects the defects to the reasonable satisfaction of the Borough, the security posted with the Borough pursuant to Paragraph 2 shall be paid to the Plumber unless otherwise directed by the party posting said security. In no circumstances shall said security be refunded to the party posting the security without verification that the Plumber has been paid.
- 6. The Borough generally pays the escrow amount directly to the plumber who has submitted the proposal to correct defect(s) found during the dye testing procedure (see Paragraph 5 above). In the event that the actual cost of the work is less than the amount in escrow, the Borough is directed to refund the balance to:

\_\_\_\_\_  
NAME(S)

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

- 7. It is intended that the obligation to repair the defects or violations run with the land, and Buyer(s) and Seller(s) acknowledge that this obligation binds themselves and their respective heirs and assigns.
- 8. The rights and remedies listed herein are cumulative and in addition to any others available under applicable law.
- 9. This Agreement cannot be changed by any party.**

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

SELLER(S)

\_\_\_\_\_

\_\_\_\_\_

BUYER(S)

\_\_\_\_\_

\_\_\_\_\_

BOROUGH OF FOX CHAPEL

By: \_\_\_\_\_

**SELLER(S)**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
 COUNTY OF ALLEGHENY :

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, personally appeared \_\_\_\_\_, **(Sellers(s))**, to me known (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument who, being by me duly sworn, did depose and say that he/she executed the foregoing Agreement for the purposes therein contained and his/her free act and deed and that his/her 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:

\_\_\_\_\_

**BUYER(S)**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
 COUNTY OF ALLEGHENY :

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, personally appeared \_\_\_\_\_, **(Buyer(s))**, to me known (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument who, being by me duly sworn, did depose and say that he/she executed the foregoing Agreement for the purposes therein contained and his/her free act and deed and that his/her 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:

\_\_\_\_\_

