

CONTRACT TO PURCHASE REAL PROPERTY - RIVERBENDS

THIS AGREEMENT, made this ____ day of _____, 200__ A.D.

1. PRINCIPLES: Between Green Family Investment Company, LLC, of 121 East Leasure Avenue, New Castle, PA 16101 (724) 656-9578, hereinafter SELLER, and _____ residing at _____ (_____) hereinafter called BUYER.

2. PROPERTY: Witnesseth; SELLER hereby agrees to sell and convey to BUYER, who agrees to purchase ALL THAT CERTAIN piece of land known as **LOT NUMBER** _____ and containing _____ acres more or less in the **RIVERBENDS SUBDIVISION PLAN OF LOTS (PHASE _____)**, located in Licking Township, Clarion County, Commonwealth of Pennsylvania, persurvey, dated July 25, 2007, and recorded on October 11, 2007, in the Recorder’s Office of Clarion County, in the Plan Book Volume 350, Page 1742.

3. TERMS: Purchase Price-----
and NO/100 DOLLARS.....\$
which shall be paid to the SELLER by the BUYER as follows:
a. Hand Money\$
b. Cash or check at signing of this AGREEMENT.....\$
c. Balance due at closing (Cash or Certified or Cashier’s Check).....\$
d. If, for any reason, the SELLER cannot convey and transfer good and clear Title by way of General Warranty Deed, insurable by a reputable insurer at its customary rates, or SELLER defaults in the performance of its obligations hereunder, this Contract to Purchase Real Property is voided and any funds paid by BUYER shall be immediately returned to the BUYER.

4. SPECIAL CLAUSES:
a. It is understood and agreed that this land may be subject to zoning ordinances, restrictions, reservations, rights-of-way and easements of record, none of which shall unreasonably hinder, obstruct or prevent the intended use of the property by BUYER.
b. SELLER will provide copy of current Title Search summary to BUYER. SELLER suggests BUYER obtain a Title Search and Insurance Policy in the near future, especially when adding buildings and other improvements to the land.
c. SELLER has done soil tests (pit and perc) on this land in compliance with Pennsylvania Department of Environmental Protection and has located soils suitable for on-site septic system. SELLER will provide BUYER a copy of such test results prior to closing. BUYER understands that other locations on this land may not be suitable since soil conditions may vary widely. Permit for installation will be obtained and paid for by BUYER when preparing to build.
d. SELLER will provide BUYER with copy of final survey drawing (of subdivision only).
e. This is a CASH sale with a DEED provided at closing and transfer taxes shall be split equally between the SELLER and the BUYER.
f. This contract is assignable to another party by the SELLER only; with continuation of all terms and conditions as contained herein.
g. **Protection of sewage disposal areas:** Two soil test sites exist for this lot. One shall be used for the application, permitting and installation of a sewage disposal (septic) system. The second site is to be preserved solely for sewage disposal purposes for this lot only and no activity which would render this area unusable for sewage disposal purposes may occur. This includes but is not limited to placement of buildings, driveways, swimming pools, garage, parking areas, paving for any purpose, or anything that may alter the natural soil surface. No well or water supply shall be placed within 100’ of any location within this second site area or neighboring property septic sites.
h. **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (PLEASE SEE SEPARATE DOCUMENT) WHICH SHALL BE PART OF THIS AGREEMENT.**

5. CLOSING:
BUYER can choose closing agent: BUYERS attorney whose responsibility shall be to draw up the DEED and MORTGAGE with all terms and conditions contained herein, or we suggest using the law offices of Attorney Philip P. Lope (207 Grandview Ave., Zelenople, PA 16063, 724/452-5020), who has done the original Title Work on this property when the SELLERS first purchased it. There will be closing costs to the BUYER, **including pro-rated Real Estate taxes.**

POSSESSION is given at closing which shall be on or before _____
BUYER hereby acknowledges that he/she has inspected the property and has received a copy of this contract.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands and seals the day and year first written above.

Sign: _____ Sign: _____
Witness as to BUYER:(Print) BUYER:(Print) _____ SS# _____

Sign: _____ Sign: _____
Witness as to BUYER:(Print) BUYER:(Print) _____ SS# _____

Sign: _____ Sign: _____
Witness as to SELLER:(Print) SELLER: James A. Green, Jr., Managing Member

NOTICE

In accordance with the provisions of “The Bituminous Mine Subsidence and Land Conservation Act of 1966”, I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word “notice” printed in twenty-four point type.

WITNESS:

Note: This coal notice gets attached to all Deeds, in every property transfer in PA. No mining of any kind was done on this property, but the coal notice is law.