

AGREEMENT FOR SALE OF REAL ESTATE

AND NOW, this _____ day of _____, 2026

BETWEEN; **THE BOROUGH OF WAYNESBURG**, a municipality located at 90 East High Street, Waynesburg, PA 15370 , herein collectively called "**SELLER**",

A N D

_____, of _____, herein "**BUYER**". Buyer and Seller collectively shall be referred to as the "**Parties**."

WITNESSETH, that Seller and Buyer, intending to be legally bound, mutually covenant and agree as follows:

The parties intend to hereby enter into an agreement for sale wherein the Seller agrees convey unto Buyer, in fee simple, clear of all liens and encumbrances, except as hereinafter set forth, good and marketable title to the following described properties:

All that certain tract or parcel of land situate in Flenniken Addition to the Borough of Waynesburg, Greene County Pennsylvania, bounded and described as follows: BEGINNING at a point 60 feet west of the southwest intersection of Richhill Street and Second Avenue; thence South 60 feet along lot now or formerly of P. J. Bradley, parallel with Richhill Street; thence West 36 feet along lot now or formerly of P. J. Bradley to lot now or formerly of D. L. Headlee; thence North 60 feet along lot now or formerly of D. L. Headlee to Second Avenue; thence East along Second Avenue, 36 feet to the place of BEGINNING.

Being identified as Greene County Tax Parcel Number 26-02-338.

The above-described Tract is referred to as "the Property" or "the Premises," (without regard to capitalization).

IN CONSIDERATION THEREOF the Buyer agrees to pay Seller therefor the sum of _____ Dollars, ("sales price") with 10% of the sales price payable at bidding and the balance of the sales price payable in full at closing, and subject to the terms as indicated below. The parties further agree as follows:

1. The property shall be delivered to Buyer at closing in AS-IS condition.
2. Interest, insurance, and rents to be pro-rated as of the date of closing. Township/Borough and County taxes shall be pro-rated on a calendar year basis; School taxes to be pro-rated on a fiscal year basis and either party paying such assessment covering the term of

possession of the other shall be entitled to an appropriate set-off for any funds so expended. The date of closing shall be prorated to the Buyers.

3. Possession of said premises shall be delivered to the Buyer, or Buyer's Designee, on date of closing by **Special Warranty Deed**. The closing for this agreement shall occur within **45 days** of the execution of this agreement. Buyer may, at Buyer's sole election, request the deed be delivered to, and executed to a Limited Liability Company (or other Corporate body as Buyer may elect) as Buyer may determine. Buyer shall provide the name and relevant information prior to closing.

4. State transfer stamps and Local transfer stamps shall be paid by the Buyer. Buyer is responsible for deed filing fees and Seller is responsible for deed preparation fees.

5. Seller at their own expense, agrees to maintain adequate hazard insurance on the premises covered by this Agreement until the deed has been delivered to Buyer at closing. With signing this agreement, Seller agrees to preserve the physical property and further agrees that Seller shall not take any actions to encumber, affect or alienate title such that it cannot be transferred free and clear of all encumbrances, liens or other clouds on title, to the Buyer.

6. A sum of ten percent (10%) in hand-money shall be paid at the time of the execution of this agreement.

7. The sale of this property is not contingent upon completion of a home inspection as desirable by Buyer and receipt of results which are satisfactory to Buyer. Further, Pursuant to Section 405 of the Solid Waste Management Act of 1980, the Seller hereby states that it has no knowledge of any hazardous waste which is presently being disposed of or has ever been disposed of on the above described land or any part thereof.

8. This agreement is subject to a title contingency. Buyer may, at his own cost and expense, complete a title search within 35 days of the date of signing of this agreement. In the event that Buyer identifies an alleged title defect, he may notify the Seller, in writing of said defect. Seller may elect to remedy the alleged title defect, or may refuse to remedy the same. If Seller refuses to remedy said defect, then Buyer shall be relieved of any further obligation and hand money paid under this agreement shall be returned. The time for this contingency may be extended due to the delay of third-parties' timely responses.

9. Buyer acknowledges that there is/is not public sewage available. Seller represents that the zoning classification of the properties is **R-1 Low Density Residential**; the present use of the property is in compliance with the zoning laws, and there is no existing notice of an uncorrected violation of the housing, building, safety or fire ordinances.

10. Mortgage Contingency. There is no mortgage contingency for this contract.

11. There are no exceptions or reservations except for those that shall appear in the chain of title.

12. Should any issues arise from Seller's failure to pay any municipal (or other governmental) assessments, violations, or other notices, the Seller shall notify the Buyer within five (5) days of the receipt of any notices thereof. Seller shall then satisfy any requirements in order to alleviate said issues. Seller represents there are no known claims, violations, zoning violations, DEP Violations or other claims against the property.

13. Buyer will not record this Agreement except after first obtaining the prior written consent of Seller. Any attempted recording of this Agreement without such consent shall constitute a default hereunder by the Buyer.

14. This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified or amended except in writing signed by all the parties.

15. Whenever used in this Agreement the singular shall include the plural, and the use of any gender shall be applicable to all genders.

16. The parties agree that sole venue and jurisdiction for any legal action regarding enforcement of the terms and conditions of this agreement shall be in the Court of Common Pleas of Greene County, in the Commonwealth of Pennsylvania.

17. This Agreement and all of its terms and conditions shall jointly and severally extend to and be binding upon the respective parties hereto, their heirs, executors, administrators, successors and assigns. Buyer may assign this agreement to a Limited Liability Company (or other corporate body) of his choosing, which he may form between the date of this agreement and closing.

18. For purposes of communication between Buyer and Seller, the parties may communicate directly to each other and are not required to communicate through a broker.

19. Additional Conditions: _____

NOTICE—THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/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 Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Unless the foregoing notice is stricken, the Deed shall contain the Notice as above set forth and shall also contain, and Buyer shall sign, the Notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

The parties agree that signatures below may be accepted by facsimile transmission, scan/email or copies. Original signatures may be done in counterparts and do not need to be on the same page.

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

WITNESS:

AGREED:

Ben Humble, President
Waynesburg Borough Council

Buyer