

OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS DISCLOSURE

OGMD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 0 Reeds Rd., Springboro, Pa 16435

2 **SELLER** Marlin R. Miller, Owen M. Miller

3 **BUYER**

4 Surface and subsurface rights are often transferred together, but sometimes are transferred separately. Despite the best inten-
5 tions of sellers, property owners are often not aware of the precise extent of the oil, gas and/or mineral rights/interests that they
6 may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the oil,
7 gas and/or mineral rights/interests for the Property and is not a substitute for any inspections or warranties that Buyer may wish
8 to obtain. The responses provided below are given to the best of Seller's knowledge and may not reflect all oil, gas and/or mineral
9 rights/interests for the Property. The statements contained herein are not a warranty of any kind by Seller or a warranty or rep-
10 resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is advised to conduct a full
11 examination of oil, gas and/or mineral rights/interests for the Property.

12 1. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS EXCEPTED

13 (A) Seller owns all or a portion of the following rights/interests (if unknown, state "unknown"):

- 14 ☒ Oil
15 ☒ Gas
16 ☒ Minerals
17 ☐ Coal
18 ☐ Other

19 (B) Owner of the following rights, if not Seller:

- 20 Oil ☐ unknown
21 Gas ☐ unknown
22 Minerals ☐ unknown
23 Coal ☐ unknown
24 Other ☐ unknown

25 (C) Seller ☐ is ☐ is not aware of a lease affecting subsurface rights.

26 If Seller is aware of a lease affecting subsurface rights, does Seller have a copy of the lease(s)? ☐ Yes ☐ No

27 (D) The warranty of title in the Agreement of Sale does not pertain to any oil, gas, and/or mineral rights/interests that will be con-
28 veyed, excepted or reserved. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet
29 enjoyment of these rights/interests.

30 2. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS EXCEPTED

31 (A) Seller is aware that the following oil, gas and/or mineral rights/interests have been previously leased, sold or otherwise conveyed
32 by Seller or a previous owner of the Property (exceptions) as indicated and is not transferring them to Buyer:

- 33 ☐ Oil
34 ☐ Gas
35 ☐ Minerals Transfer
36 ☐ Coal
37 ☐ Other

38 (B) It cannot be presumed that Seller's failure to indicate an exception will entitle Buyer to all of those rights/interests. Buyer is ad-
39 vised to conduct a full examination of all oil, gas and/or mineral rights/interests for the Property.

40 (C) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that have been ex-
41 cepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these
42 rights/interests.

43 (D) Oil, gas and/or mineral rights and interests that have been previously conveyed are commonly transferred numerous times, with or
44 without proper recording or notice, from owner to owner as well as by corporate acquisitions. Buyer understands that any infor-
45 mation provided by Seller herein about Seller's knowledge of the excepted rights is only given to the best of Seller's ability and
46 may not be current.

47 Seller's Initials: _____ / _____

OGMD Page 1 of 3

Buyer's Initials: MRM OM



Pennsylvania
Association of
Realtors®

Bainbridge Kaufman Real Estate, 1103 Park Ave Meadville PA 16335
Aubrey Steider

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2023

rev. 9/22; rel. 1/23

Marlin Miller

Phone: (304) 376-8346 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

4. Has any storage tank permit ever been revoked? ☐ Yes ☒ No
5. Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storage tank? ☐ Yes ☒ No
6. Do you know if methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance of a leak detection system, an inventory control system, and a tank testing system? ☐ Yes ☒ No
- Explain: _____
7. To your knowledge, has there been any release, or any corrective action taken in response to a release, from any of the storage tanks on the Property? ☐ Yes ☒ No
8. If yes, has the release and corrective action been reported to any governmental agency? ☐ Yes ☒ No
- Explain any yes answers that you give in this section, describing the locations and the extent of the issue, if known, and attach all reports and records: _____

5. STATUS OF UTILITIES

- (A) Source of water:
- | | | |
|--|------------------------------------|--|
| <input type="checkbox"/> Public Water | <input type="checkbox"/> Connected | <input type="checkbox"/> Not Connected |
| <input type="checkbox"/> On-Site Water | <input type="checkbox"/> Connected | <input type="checkbox"/> Not Connected |
| <input type="checkbox"/> Community Water | <input type="checkbox"/> Connected | <input type="checkbox"/> Not Connected |
- ☒ None
1. If known, provide the date the water was last tested _____
2. What was the result of the test? _____
3. To your knowledge, is the pumping system in working order? ☐ Yes ☐ No ☐ Not Applicable
- If no, explain: _____
4. Are you aware of any problems related to the water service? ☐ Yes ☐ No
- If yes, explain: _____
5. If the Property is serviced by community water, do you have supporting documentation? ☐ Yes ☐ No ☐ Not Applicable
- (B) Sewage system:
- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> Public Sewer | <input type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank |
| <input type="checkbox"/> Cesspool | <input type="checkbox"/> Holding Tank | <input checked="" type="checkbox"/> None |
| <input type="checkbox"/> Other _____ | | |
1. Do you have a current Site Investigation and Percolation Test Report for On-lot Disposal of Sewage issued by the Department of Environmental Protection? ☐ Yes ☒ No
2. If there is a septic tank on the Property, what is the type of tank?
☐ Metal/steel ☐ Cement/concrete ☐ Fiberglass ☐ Unknown ☐ Other (specify): _____
3. If known, provide the date the on-site sewage disposal system was last serviced _____
4. Is there a sewage pump? ☐ Yes ☒ No ☐ Unknown
- If yes, is it in working order? ☐ Yes ☐ No
5. Are you aware of any problems related to the sewage system? ☐ Yes ☐ No
- If yes, explain: _____
6. If the Property is serviced by public sewer, do you have supporting documentation? ☐ Yes ☐ No

6. GOVERNMENTAL ISSUES/ZONING/USE/CODES

- (A) Do you know of any violations of federal, state or local laws or regulations relating to this Property? ☐ Yes ☐ No
- (B) To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thoroughfare, rail or utility construction, are development project, street widening or lighting, or other similar public projects?
☐ Yes ☐ No
- (C) The Property is currently zoned _____ by the _____ (municipality).
- (D) Do you know of any pending or proposed changes in zoning? ☐ Yes ☒ No
- (E) Current use is: ☐ conforming ☐ non-conforming ☐ permitted by variance ☐ permitted by special exception
- (F) To your knowledge, is the Property a designated historic or archeological site? ☐ Yes ☒ No
- Explain any yes answers you gave in this section: _____

7. LEGAL/TITLE ISSUES

- (A) Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters which affect the title of the Property? ☒ Yes ☐ No

Seller Initials: ARM DM

VLI Page 2 of 4

- (B) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official records of the county recorder where the Property is located? ☒ Yes ☐ No
- (C) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain unpaid? ☐ Yes ☒ No
- (D) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? ☐ Yes ☒ No
- (E) Are you aware of any reason, including a defect in title, that would prevent you from conveying free and clear title to the Property? ☐ Yes ☒ No
- (F) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the Property that cannot be satisfied by the proceeds of this sale? ☐ Yes ☒ No
- (G) Are you aware of any insurance claims filed relating to the property? ☐ Yes ☒ No
- (H) Is the Property, or any part of it, leased to a third party? ☐ Yes ☒ No
- Explain any yes answers you gave in this section: Ease Ment Program

8. OIL, GAS, AND MINERAL RIGHTS

- (A) Are you aware of any oil, gas, and/or mineral rights that have been previously transferred by Seller or a previous owner of the Property? ☐ Yes ☒ No
- (B) Are you reserving any oil, gas, and/or mineral rights? ☐ Yes ☒ No
- (C) Is the Property, or any part of it, leased for the purpose of oil, gas, and/or mineral excavation or exploration? ☒ Yes ☐ No
If yes, is the Property pooled or unitized? ☐ Yes ☐ No
- (D) Does Seller receive any royalty payments due to any past or present oil, gas, and/or mineral excavation or exploration activities on the Property? ☒ Yes ☐ No
- Explain any yes answers you give in this section, attaching copies of complete leases, where applicable: Getting Royalties

9. DOMESTIC SUPPORT LIEN LEGISLATION

- (A) Has any Seller, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a domestic relations office in any Pennsylvania county? ☐ Yes ☒ No
If yes, list name and social security numbers of Seller(s) obligated to pay, the county, and the Domestic Relations File or docket number: _____
- (B) Is any Seller currently separated from or in the process of obtaining a divorce from a spouse? ☐ Yes ☒ No
If yes, is there currently a separation or property settlement order in place? ☐ Yes ☒ No

10. LAND USE RESTRICTIONS OTHER THAN ZONING



- (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment Act (72 P.S. §5490.1, et seq.) (Clean and Green Program)? ☐ Yes ☒ No
Note: An owner of property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use of the owner's remaining enrolled property to the County Assessor 30 days before the transfer of title to a buyer. The sale of property enrolled in the Clean and Green program may result in the loss of program enrollment and the loss of preferential tax assessment for the property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year that the property was enrolled in the program, limited to the past 7 years.
- (B) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941, et seq.) (an Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water supply, or open space uses)? ☐ Yes ☒ No
Note: This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and the county is binding upon any buyer of the property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. When a breach of covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are charged for each year that the property was subject to the covenant, limited to the past 5 years.
- (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green and Open Space, that contains any covenants, subdivision restrictions or other restrictions affecting the Property? ☐ Yes ☒ No
- Explain any yes answers you gave in this section: _____

Seller Initials: MRM/DM

VLI Page 3 of 4

165 11. SERVICE PROVIDER/CONTRACTOR INFORMATION
166 (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g.,
167 groundskeeping, pest control). Attach additional sheet if necessary: _____
168 _____
169 _____
170 _____
171 _____
172 _____
173 _____
174 (B) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water
175 softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: 7
176 _____
177 _____
178 _____
179 _____
180 _____
181 _____

182 The undersigned Seller represents that the information set forth in this document is accurate and complete to the best of Seller's
183 knowledge. Seller permits Broker to share information contained in this document with prospective buyers/tenants and other real
184 estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS
185 STATEMENT. Seller will notify Broker in writing of any information supplied on this form which is rendered inaccurate by a
186 change in the condition of the Property following completion of this form.

187 SELLER  DATE 6-16-23
188 SELLER  DATE 6-16-23
189 SELLER _____ DATE _____