

VACANT LAND INFORMATION SHEET

VLI

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

3 **SELLER(S)** Marlin R. Miller, Owen M. Miller

4 Seller is providing information to help Broker market the Property. This Statement is not a substitute for any inspections or warranties
5 that a buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real
6 estate broker (Agent for Seller), any real estate broker, or their agents.

1. SELLER'S INFORMATION

(A) Do you possess expertise in contracting, engineering, environmental assessment, architecture, or other areas related to the construction and conditions of the Property and its improvements? ☐ Yes ☒ No

(B) The individual completing this form is the:

- ☒ Owner
☐ Executor
☐ Administrator
☐ Trustee
☐ Power of Attorney

Explain any yes answers that you give in this section and, if applicable, attach supporting documentation:

2. PROPERTY DESCRIPTION (Attach current deed, if available)

3. LAND (SOILS, DRAINAGE AND BOUNDARIES)

(A) Are you aware of any fill or expansive soil on the Property? ☐ Yes ☒ No

(B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on or affect the Property? ☐ Yes ☒ No

(C) Are you aware of any past, existing or proposed mining, strip mining or any other excavations that have occurred on or might affect the Property? ☐ Yes ☒ No

(D) To your knowledge, is the Property, or any part of it, located in a Special Flood Hazard Area or a wetlands area?

☒ Yes ☐ No

(E) Do you know of any past or present drainage or flooding problems affecting the Property? ☐ Yes ☒ No

(F) Do you know of any encroachments, boundary line disputes or easements on the Property? ☒ Yes ☐ No

(G) Are you aware of any shared or common areas on or adjoining the Property (e.g. driveways, bridges, docks, walls, etc.) or maintenance agreements for common areas? ☐ Yes ☒ No

Explain any yes answers that you give in this section, describing the locations and, if applicable, the extent of the issue, if known:

Wetland Easement Program

4. HAZARDOUS SUBSTANCES

(A) Are you aware of any underground tanks or hazardous substances present on the Property such as, but not limited to, polychlorinated biphenyls (PCBs), radon, lead-based paint, etc.? ☐ Yes ☒ No

(B) To your knowledge, has the Property been tested for any hazardous substances? ☐ Yes ☒ No

(C) Do you know of any other environmental concerns that might impact the Property? ☐ Yes ☒ No

(D) Are you aware of any contamination to any wells or other sources of water on the Property? ☐ Yes ☒ No

(E) Are you aware of any discoloring of the soil or vegetation? ☐ Yes ☒ No

(F) Do you know if the Property is near any current or former waste disposal sites? ☐ Yes ☒ No

(G) Are you aware of any storage tanks on the Property? ☐ Yes (Please answer questions 1-8, below) ☒ No

1. Total number of storage tanks on the Property: _____ Aboveground _____ Underground

2. Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? ☐ Yes ☐ No

3. If no, identify any unregistered storage tanks: _____

51 Seller Initials: MRM/EM

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3. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS RESERVED

(A) Seller is reserving the following oil, gas and/or mineral rights/interests as indicated and is not transferring them to Buyer:

- ☐ Oil
☐ Gas
☐ Minerals
☐ Coal
☐ Other

This reservation(s) will be executed in its entirety at settlement, unless otherwise indicated.

(B) Seller's reservation does not apply to domestic free gas and surface damage rights/interests, which are set forth below.

(C) The warranty of title identified in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that are reserved by Seller. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

4. SURFACE RIGHTS

(A) Surface rights owned by Seller: Transfer

(B) Surface rights excepted:

5. SURFACE DAMAGES

(A) Damages

- Are you entitled to or do you receive surface damages, including pipeline rights-of-way, well pad sites, compression sites and standing marketable timber, according to the terms of the current lease? ☒ Yes ☐ No
- If known, what limitations are contained in the lease? ?
- If applicable, is the right to claim surface damages and/or remediation rights transferable to a buyer? ☒ Yes ☐ No
- Seller understands that the exclusive right to receive surface damages will be assigned to the buyer of the property unless otherwise stated Yes, will transfer

(B) In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 2(A), then Seller further agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages, which include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and ii) any and all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline right-of-way agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the lease is attached to this Disclosure or will be provided to Buyer within 10 days (10 if not specified).

6. DOMESTIC FREE GAS

(A) Generally, Domestic Free Gas is a byproduct of the drilling process which can be supplied to a residential structure located on the property where drilling takes place to be used for heating the structure.

☒ (B) If transferable, Seller will convey to Buyer 100% of the domestic free gas rights/interests.

7. DOCUMENTATION

- ☐ Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other documents relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.
- ☒ Seller has attached to this Disclosure copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements, pipeline easements, and other documents (e.g., royalty agreements) within Seller's possession having to do with prior conveyances, assignments, or transfers of these rights/interests, as follows:

8. EASEMENTS & LEGAL ISSUES

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

(B) Are you aware of any existing or threatened action, suit, or government proceeding relating to the oil, gas, mineral and/or other rights discussed herein? ☒ Yes ☐ No

Seller's Initials: ARM / D.M.

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Buyer's Initials: _____ / _____

- 98 (C) Are you aware of any insurance claims filed relating to the oil, gas, mineral and/or other rights discussed herein? ☐ Yes ☒ No
99 (D) Are you aware of any apportionment or allocation issues affecting the Property? ☐ Yes ☒ No
100 (E) Because each interest may be transferred separately (e.g., surface rights transferred separately from mineral rights), each parcel
101 might be identified with a separate Tax Identification Number or parcel number.

102 **9. VALUATION**

103 The parties understand that no licensee acting on Seller's behalf is an expert in establishing a value for the subsurface rights to the
104 Property and that the value of oil, gas, and/or minerals can fluctuate. Either party may, at their own expense, hire an expert to appraise
105 the subsurface rights to the Property.

106 **10. OTHER**

107 _____
108 _____
109 _____
110 _____

111 SELLER Marlin Miller Marlin R. Miller DATE 6-16-23
112 SELLER Owen Miller Owen M. Miller DATE 6-16-23
113 SELLER _____ DATE _____

114 **RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

115 The undersigned Buyer acknowledges receipt of this Disclosure. Buyer acknowledges that this Statement is not a warranty
116 and that Buyer is purchasing the Property with only the oil, gas and/or mineral rights/interests that Seller is able and willing to
117 convey. It is Buyer's responsibility to satisfy himself or herself as to the ownership status of the oil, gas and/or mineral rights/
118 interests to the Property. Buyer may investigate the ownership status of the oil, gas and/or mineral rights/interests, at Buyer's
119 expense and by qualified professionals.

120 BUYER Marlin Miller DATE 6-16-23
121 BUYER Owen Miller DATE 6-16-23
122 BUYER _____ DATE _____