

# OIL, GAS AND MINERAL RIGHTS/INTERESTS ADDENDUM TO AGREEMENT OF SALE OGM

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

1 **PROPERTY 109 E. Palestine Road, Darlington, PA 16115**

2 **SELLER Rosalie Myers**

3 **BUYER**

4 **1. TITLE**

5 Notwithstanding the default language of the Agreement of Sale regarding title to the Property, Seller will not warrant title to any oil,  
6 gas and/or mineral rights/interests regardless of whether they are conveyed, excepted or reserved. Buyer is advised to conduct an  
7 investigation as to the history of the ownership rights/interests and status of the oil, gas and/or mineral rights/interests pertaining to  
8 the Property.

9 **2. TITLE SEARCH CONTINGENCY**

10 (A) Buyer understands and acknowledges that the warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or  
11 mineral rights/interests that have been excepted. Seller will not defend title to these rights/interests and does not covenant that  
12 Buyer will have quiet enjoyment of these rights/interests.

13 (B) A typical title search examines transfers made during the previous sixty years and may not specifically research surface or subsur-  
14 face rights that have been sold or leased by a previous owner. Buyer is advised to ask their title agent about the scope and depth  
15 of the title search performed prior to deciding whether to waive or elect a title search contingency pertaining to oil, gas, mineral  
16 and/or surface rights.

17 (C) Buyer may elect, at Buyer's expense, to conduct an investigation of the history of the ownership rights/interests and status of the  
18 oil, gas and/or mineral rights/interests to the Property to be performed by a properly licensed or otherwise qualified professional.

19 ☐ **WAIVED.** Buyer understands and acknowledges that Seller may not own all oil, gas and/or mineral rights/interests to the  
20 Property and that Buyer has the option to make this Agreement contingent on receiving a certain interest in the oil, gas and/or  
21 mineral rights/interests. BUYER WAIVES THIS OPTION and agrees to the RELEASE in the Agreement of Sale.

22 ☐ **ELECTED.** Investigation Period: \_\_\_\_\_ days (60 if not specified) from the Execution Date of the Agreement of Sale.

23 1. **Within the Investigation Period.** Buyer will have completed an investigation of the ownership rights/interests and status  
24 of the oil, gas and/or mineral rights/interests to the Property. Buyer will pay for any and all costs associated with the title  
25 search.

26 2. If the result of the investigation demonstrates terms that are unsatisfactory to Buyer, Buyer will, **within the stated Investigation**  
27 **Period:**

28 a. **Accept the Property** and agree to the RELEASE in the Agreement of Sale, OR

29 b. **Terminate the Agreement of Sale** by written notice to Seller, with all deposit monies returned to Buyer according to the  
30 terms contained in the Agreement of Sale, OR

31 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

32 **If Buyer and Seller do not reach a written agreement before the conclusion of the Investigation Period, and Buyer does**  
33 **not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and**  
34 **agree to the terms of the RELEASE in the Agreement of Sale.**

35 **3. EXCEPTION (IF APPLICABLE)**

36 (A) Buyer is aware that the following oil, gas, mineral and/or surface rights/interests have been previously leased, assigned, sold or  
37 otherwise conveyed by Seller or a previous owner of the Property (exceptions) and cannot be transferred to Buyer: \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_

42 (B) Buyer acknowledges that Seller may not own 100% of all oil, gas, mineral and/or surface rights/interests to the Property and agrees  
43 that, notwithstanding the default language of the Agreement of Sale regarding title to the Property, Buyer will accept only the  
44 rights/interests and title that Seller is able to convey, free and clear of all other liens, encumbrances, and easements, subject to the  
45 exceptions referenced above.

46 **4. RESERVATION OF RIGHTS/INTERESTS (IF APPLICABLE)**

47 (A) Buyer acknowledges that Seller is reserving and retaining ownership of the following oil, gas and/or mineral rights/interests and  
48 royalties and is not transferring them to Buyer. The rights/interests being reserved and retained by Seller include the right to receive  
49 royalties regarding the same, unless otherwise stated below. This reservation will be executed in its entirety at settlement.

50 ☐ Oil \_\_\_\_\_  
51 ☐ Gas \_\_\_\_\_  
52 ☐ Minerals \_\_\_\_\_  
53 ☐ Coal \_\_\_\_\_  
54 ☐ Other \_\_\_\_\_

55 **Buyer Initials:** \_\_\_\_\_

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**Seller Initials:** 



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- (B) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests and royalties that have been reserved. Seller will not defend title to these rights/interests or royalties and does not covenant that Buyer will have quiet enjoyment of these rights/interests.
- (C) Seller's reservation, if any, does not apply to domestic free gas and surface damage rights/interests, which are set forth below.
- (D) If Seller is reserving an interest in any non-excepted oil, gas and/or mineral rights/interests and royalties, within \_\_\_\_\_ days of the Settlement Date (30 if not specified) Seller will deliver to Buyer the proposed reservation language that will appear in the deed that conveys title to the Property to Buyer for Buyer's review. If this reservation language does not reflect the terms in Paragraph 4(A) above, or if Seller fails to provide the proposed reservation language within the time provided, Seller may be in default of the Agreement of Sale.
- (E) Within \_\_\_\_\_ days (15 if not specified) of receiving Seller's proposed reservation language, **or if no reservation language is provided within the stated time**, Buyer will notify Seller of Buyer's choice to:
1. Agree to Seller's proposed reservation language, accept the Property, and agree to the RELEASE in the Agreement of Sale, OR
  2. Terminate the Agreement of Sale by written notice to Seller with all deposit monies returned to Buyer according to the terms of the Agreement of Sale, OR
  3. Enter into a mutually acceptable written agreement with Seller.
- If Buyer and Seller do not reach a written agreement during the time stated in this Paragraph, and Buyer fails to respond within the time provided for Buyer's response in Paragraph 4(E) above, or fails to terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in the Agreement of Sale.**
- (F) If Seller fails to deliver the proposed reservation language as specified in Paragraph 4(D), and Buyer exercises the right to terminate this Agreement as a result, all deposit monies shall be returned to Buyer according to the terms of the Agreement of Sale. Upon termination, Seller will reimburse Buyer for any investigative costs incurred by Buyer to verify the title, status and ownership of the oil, gas and/or mineral rights/interests underlying the Property.

**5. SURFACE DAMAGES**

In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 4(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 Addendum or will be provided to Buyer within \_\_\_\_\_ days (10 if not specified).

**6. DOMESTIC FREE GAS**

Seller will convey to Buyer 100% of the domestic free gas rights unless otherwise stated here \_\_\_\_\_

**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 Addendum copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements, pipeline easements, and other documents (e.g., royalty agreements/statements) within Seller's possession having to do with prior conveyances, assignments, or transfers of these rights/interests, as follows: \_\_\_\_\_

**8. ASSIGNMENT OF INTEREST**

Buyer, or someone acting on Buyer's behalf, will be responsible for promptly notifying any and all lessees in writing of the assignment of any oil, gas and/or mineral rights/interests to Buyer. This paragraph will survive settlement.

**9. ADDITIONAL RESOURCES**

- (A) For additional information regarding oil, gas and mineral ownership, leasing and transfer in the Commonwealth of Pennsylvania, both parties are encouraged to contact the Pennsylvania Department of Environmental Protection's Bureau of Oil and Gas Management, the Pennsylvania Department of Conservation and Natural Resources, or the Penn State Institute for Natural Gas Research.
- (B) **Prior to signing this Addendum, both parties are advised to contact legal counsel experienced in oil, gas and/or mineral rights/interests if either has any questions about the transfer of these rights. Broker(s) and/or Licensee(s) will not provide legal advice concerning the ownership status of the oil, gas and/or mineral rights/interests of the Property. Buyer and Seller have been given the opportunity to negotiate the terms of this Agreement, including the reservation of oil, gas and/or mineral rights/interests. All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.**

109 BUYER _____	DATE _____
110 BUYER _____	DATE _____
111 BUYER _____	DATE _____
112 SELLER  _____	DATE 07/29/25
113 SELLER _____	DATE _____
114 SELLER _____	DATE _____

# COMMERCIAL PROPERTY INFORMATION SHEET

CPI

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

1 **PROPERTY** Harry's Place  
 2 109 E. Palestine Road, Darlington, PA 16115  
 3 **OWNER** Rosalie Myers

4 Owner 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 Owner or a warranty or representation by any listing  
 6 real estate broker (Agent for Owner), any real estate broker, or their agents.

7 **Property Type:** ☐ Office ☐ Retail ☐ Industrial ☐ Multi-family ☐ Land ☐ Institutional  
 8 ☒ Hospitality ☐ Other: \_\_\_\_\_

9 1. **OWNER'S EXPERTISE** Owner does not possess expertise in contracting, engineering, environmental assessment, architecture, or  
 10 other areas related to the construction and conditions of the Property and its improvements, except as follows: \_\_\_\_\_

11 2. **OCCUPANCY** Do you, Owner, currently occupy the Property? ☒ Yes ☐ No  
 12 If no, when did you last occupy the Property? \_\_\_\_\_

13 3. **DESCRIPTION**  
 14 (A) Land Area: \_\_\_\_\_  
 15 (B) Dimensions: \_\_\_\_\_  
 16 (C) Shape: \_\_\_\_\_  
 17 (D) Building Square Footage: \_\_\_\_\_

18 4. **PHYSICAL CONDITION**  
 19 (A) Age of Property: \_\_\_\_\_ Additions: \_\_\_\_\_  
 20 (B) Roof  
 21 1. Age of roof(s): 25 yrs ☐ Unknown  
 22 2. Type of roof(s): Shingle  
 23 3. Has the roof been replaced or repaired during your ownership? ☒ Yes ☐ No  
 24 4. Has the roof ever leaked during your ownership? ☒ Yes ☐ No  
 25 5. Do you know of any problems with the roof, gutters, or downspouts? ☒ Yes ☐ No  
 26 Explain any yes answers you give in this section: extra rain

27 (C) Structural Items, Basements and Crawl Spaces  
 28 1. Are you aware of any water leakage, accumulation, or dampness in the building or other structures? ☒ Yes ☐ No  
 29 2. Does the Property have a sump pump? ☒ Yes ☐ No Basement in back room  
 30 3. Do you know of any repairs or other attempts to control any water or dampness problem in the building or other structures?  
 31 ☐ Yes ☒ No  
 32 4. Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, floors, or  
 33 other structural components? ☐ Yes ☒ No  
 34 Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the  
 35 date and person by whom any repairs were done, if known: \_\_\_\_\_

36 (D) Mechanical Systems  
 37 1. Type of heating: ☒ Forced Air ☐ Hot Water ☐ Steam ☐ Radiant  
 38 ☐ Other: \_\_\_\_\_  
 39 2. Type of heating fuel: ☐ Electric ☐ Fuel Oil ☐ Natural Gas ☒ Propane (on-site) ☐ Central Plant  
 40 ☐ Other types of heating systems or combinations: extra heat below 200  
 41 3. Are there any chimneys? ☐ Yes ☒ No If yes, how many? \_\_\_\_\_  
 42 Are they working? ☐ Yes ☒ No When were they last cleaned? \_\_\_\_\_  
 43 4. List any buildings (or are as in any buildings) that are not heated: \_\_\_\_\_  
 44 5. Type of water heater: ☐ Electric ☐ Gas ☒ Oil Capacity: \_\_\_\_\_  
 45 ☐ Other: \_\_\_\_\_

52 **Buyer Initials:** \_\_\_\_\_

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**Owner Initials:** RM



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6. Type of plumbing: ☒ Copper ☐ Galvanized ☐ Lead ☐ PVC ☐ Unknown  
☐ Other: \_\_\_\_\_
7. Are you aware of any problems with plumbing or heating systems or fixtures on the Property? ☒ Yes ☐ No  
 If yes, explain: \_\_\_\_\_
8. Type of air conditioning: ☒ Central Electric ☐ Central Gas ☐ Wall ☐ None Capacity: \_\_\_\_\_  
 List any buildings (or areas of any buildings) that are not air conditioned: zones 1st-2nd
9. Type of electric service: 200 AMP ☐ 220 Volt ☐ 3-phase ☐ 1-phase ☐ KVA: \_\_\_\_\_  
☐ Other: 12  
 Transformers: \_\_\_\_\_ Type: \_\_\_\_\_  
 Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☒ No  
 If yes, explain: \_\_\_\_\_
10. Are you aware of any problems with any item in this section that has not already been disclosed? ☐ Yes ☒ No  
 If yes, explain: \_\_\_\_\_

(E) Site Improvements

1. Are you aware of any problems with storm-water drainage? ☒ Yes ☒ No Little on pool deck
2. Are you aware of any past or present problems with driveways, parking areas, sidewalks, curbs, other paved surfaces, or retaining walls on the Property? ☐ Yes ☒ No
3. Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the date and person by whom any repairs were done, if known: Little water in pool room  
Basement

(F) Other Equipment

1. Exterior Signs: ☒ Yes ☐ No How many? 1 Number Illuminated: \_\_\_\_\_
2. Elevators: ☐ Yes ☒ No How many? \_\_\_\_\_ ☐ Cable ☐ Hydraulic rail  
 Working order? ☐ Yes ☐ No Certified through (date) \_\_\_\_\_  
 Date last serviced: \_\_\_\_\_
3. Skylights: ☐ Yes ☒ No How many? \_\_\_\_\_
4. Overhead Doors: ☐ Yes ☒ No How many? \_\_\_\_\_ Size: \_\_\_\_\_
5. Loading Docks: ☐ Yes ☒ No How many? \_\_\_\_\_ Levelers: ☐ Yes ☐ No
6. At grade doors: ☒ Yes ☒ No How many? 3
7. Are you aware of any problems with the equipment listed in this section? ☐ Yes ☒ No  
 If yes, explain: \_\_\_\_\_

(G) Fire Damage

1. To your knowledge, was there ever a fire on the Property? ☐ Yes ☒ No
2. Are you aware of any unrepaired fire damage to the Property and any structures on it? ☐ Yes ☒ No  
 If yes, explain location and extent of damage: \_\_\_\_\_

- (H) Are you aware of any problems with water and sewer lines servicing the Property? ☐ Yes ☒ No  
 If yes, explain: \_\_\_\_\_

(I) Alarm/Safety Systems

1. Fire: ☒ Yes ☐ No In working order? ☒ Yes ☐ No  
 If yes, connected to: Fire Department ☒ Yes ☐ No Monitoring Service: ☐ Yes ☒ No
2. Fire extinguishers: ☒ Yes ☐ No
3. Smoke: ☐ Yes ☐ No In working order? ☐ Yes ☐ No
4. Sprinkler: ☒ Yes ☐ No Inspected/certified? ☒ Yes ☐ No  
☐ Wet ☒ Dry Flow rate: \_\_\_\_\_
5. Security: ☒ Yes ☐ No In working order? ☒ Yes ☐ No  
 If yes, connected to: Police Department ☒ Yes ☐ No Monitoring Service ☒ Yes ☐ No
6. Are there any areas of the Property that are not serviced by the systems in this section? ☐ Yes ☐ No  
 If yes, explain: exterior cameras

109 Buyer Initials: \_\_\_\_\_

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Owner Initials: A.M.



**5. ENVIRONMENTAL**

**(A) Soil Conditions**

1. Are you aware of any fill or expansive soil on the Property? ☐ Yes ☒ No  
If yes, were soil compaction tests done? ☐ Yes ☒ No If yes, by whom? \_\_\_\_\_
2. Are you aware of any sliding, settling, earthmovement, upheaval, subsidence, or earth stability problems that have occurred on or affect the Property? ☐ Yes ☒ No
3. Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect the Property? ☐ Yes ☒ No

Explain any yes answers you give in this section: \_\_\_\_\_

**(B) Hazardous Substances**

1. Are you aware of the presence of any of the following on the Property?  
Asbestos material: ☐ Yes ☒ No  
Formaldehyde gas and/or ureaformaldehyde foam insulation (UFFI): ☐ Yes ☒ No  
Discoloring of soil or vegetation: ☐ Yes ☒ No  
Oil sheen in wet areas: ☐ Yes ☒ No  
Contamination of well or other water supply: ☐ Yes ☒ No  
Proximity to current or former waste disposal sites: ☐ Yes ☒ No  
Proximity to current or former commercial or industrial facilities: ☐ Yes ☒ No  
Proximity to current, proposed, or former mines or gravel pits: ☐ Yes ☒ No  
Radon levels above 4 pico curies per liter: ☐ Yes ☒ No  
Use of lead-based paint: ☐ Yes ☒ No

**Note:** If Property contains a residence with one to four dwelling units, and the structure was constructed, or construction began, before 1978, you must disclose any knowledge of lead-based paint and any reports and/or records of lead-based paint on the Property.

Are you aware of any lead-based paint or lead-based paint hazards on the Property? ☐ Yes ☒ No

If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: \_\_\_\_\_

Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? ☐ Yes ☒ No

If yes, list all available reports and records: \_\_\_\_\_

2. To your knowledge, has the Property been tested for any hazardous substances? ☐ Yes ☒ No
3. Are you aware of any storage tanks on the Property? ☐ Yes ☒ No ☐ Aboveground ☐ Underground  
Total number of storage tanks on the Property: \_\_\_\_\_ Aboveground \_\_\_\_\_ Underground  
Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? ☐ Yes ☒ No  
If no, identify any unregistered storage tanks: \_\_\_\_\_  
Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? ☐ Yes ☒ No  
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  
Do methods and procedures exist for the operation of 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: \_\_\_\_\_

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

If yes, have you reported the release to and corrective action to any governmental agency? ☐ Yes ☒ No

Explain: \_\_\_\_\_

4. Do you know of any other environmental concerns that may have an impact on the Property? ☐ Yes ☒ No

Explain any yes answers you give in this section: \_\_\_\_\_

**Buyer Initials:** \_\_\_\_\_

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**Owner Initials:** 

(C) Wood Infestation

1. Are you aware of any termites/wood-destroying insects, dry rot, or pests affecting the Property? ☐ Yes ☒ No
  2. Are you aware of any damage to the Property caused by termites/wood-destroying insects, dryrot, or pests? ☐ Yes ☒ No
  3. Is the Property currently under contract by a licensed pest control company? ☒ Yes ☐ No
  4. Are you aware of any termite/pest control reports or treatments for the Property in the last five years? ☐ Yes ☒ No
- Explain any yes answers you give in this section: Termite

(D) Natural Hazards/Wetlands

1. To your knowledge, is this Property, or part of it, located in a flood zone or wetlands area? ☐ Yes ☒ No
  2. Do you know of any past or present drainage or flooding problems affecting the Property? ☐ Yes ☒ No
  3. To your knowledge, is this Property, or part of it, located in an earthquake or other natural hazard zone? ☐ Yes ☒ No
- Explain any yes answers you give in this section: \_\_\_\_\_

6. UTILITIES

(A) Water

1. What is the source of your drinking water? ☐ Public ☐ Community System ☒ Well on Property  
☐ Other: \_\_\_\_\_
2. If the Property's source of water is not public:  
When was the water last tested? every month  
What was the result of the test? Pass  
Is the pumping system in working order? ☒ Yes ☐ No  
If no, explain: \_\_\_\_\_
3. Is there a softener, filter, or other purification system? ☒ Yes ☐ No  
If yes, is the system: ☐ Leased ☒ Owned
4. Are you aware of any problems related to the water service? ☐ Yes ☒ No  
If yes, explain: \_\_\_\_\_

(B) Sewer/Septic

1. What is the type of sewage system? ☐ Public Sewer ☐ Community Sewer ☐ On-site (or Individual) sewage system  
If on-site, what type? ☐ Cesspool ☐ Drainfield ☐ Unknown  
☐ Other (specify): \_\_\_\_\_
2. Is there a septic tank on the Property? ☒ Yes ☐ No ☐ Unknown  
If yes, what is the type of tank? ☐ Metal/steel ☐ Cement/concrete ☐ Fiberglass ☐ Unknown  
☐ Other (specify): Sanitary
3. When was the on-site sewage disposal system last serviced? \_\_\_\_\_
4. Is there a sewage pump? ☒ Yes ☐ No  
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: \_\_\_\_\_

(C) Other Utilities

The Property is serviced by the following: ☐ Natural Gas ☒ Electricity ☒ Telephone  
☐ Other: Cable Internet

7. TELECOMMUNICATIONS

- (A) Is a telephone system included with the sale of the Property? ☒ Yes ☐ No  
If yes, type: \_\_\_\_\_
- (B) Are ISDN lines included with the sale of the Property? ☐ Yes ☐ No
- (C) Is the Property equipped with satellite dishes? ☐ Yes ☒ No  
If yes, how many? \_\_\_\_\_  
Location: \_\_\_\_\_
- (D) Is the Property equipped for cable TV? ☐ Yes ☐ No  
If yes, number of hook-ups: \_\_\_\_\_  
Location: \_\_\_\_\_
- (E) Are there fiber optics available to the Property? ☐ Yes ☐ No Is the building wired for fiber optics? ☐ Yes ☐ No  
Does the Property have T1 or other capability? ☐ Yes ☐ No

Buyer Initials: \_\_\_\_\_

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Owner Initials: AM

**8. GOVERNMENTAL ISSUES/ZONING/USE/CODES**

**(A) Compliance, Building Codes & OSHA**

1. Do you know of any violations of federal (including ADA), state, or local laws or regulations relating to this Property? ☐ Yes ☒ No
  2. Do you know of any violations of building codes or municipal ordinances concerning this Property? ☐ Yes ☒ No
  3. Do you know of any health, fire, or safety violations concerning this Property? ☐ Yes ☒ No
  4. Do you know of any OSHA violations concerning this Property? ☐ Yes ☒ No
  5. Do you know of any improvements to the Property that were done without building or other required permits? ☐ Yes ☒ No
- Explain any yes answers you give in this section: \_\_\_\_\_

**(B) Condemnation or Street Widening**

1. To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thoroughfare, rail, or utility construction, a redevelopment project, street widening or lighting, or other similar public projects? ☐ Yes ☒ No
- If yes, explain: \_\_\_\_\_

**(C) Zoning**

1. The Property is currently zoned Ban District by the (county, ZIP) Beaver **16115**
  2. Current use is: ☒ conforming ☐ non-conforming ☐ permitted by variance ☐ permitted by special exception
  3. Do you know of any pending or proposed changes in zoning? ☐ Yes ☒ No
- If yes, explain: \_\_\_\_\_

- (D)** Is there an occupancy permit for the Property? ☐ Yes ☒ No

- (E)** Is there a Labor and Industry Certificate for the Property? ☐ Yes ☒ No

If yes, Certificate Number is: \_\_\_\_\_

- (F)** Is the Property a designated historic or archeological site? ☐ Yes ☒ No

If yes, explain: \_\_\_\_\_

**9. LEGAL/TITLE ISSUES**

- (A)** Are you aware of any encroachments or boundary line disputes regarding the Property? ☐ Yes ☒ No
  - (B)** 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
  - (C)** 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
  - (D)** Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain unpaid? ☐ Yes ☒ No
  - (E)** Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? ☐ Yes ☒ No
  - (F)** Are you aware of any reason, including a defect in title, that would prevent you from conveying title to the Property? ☐ Yes ☒ No
  - (G)** 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
  - (H)** Are you aware of any insurance claims filed relating to the Property? ☐ Yes ☒ No
- Explain any yes answers you give in this section: \_\_\_\_\_

**10. RESIDENTIAL UNITS**

- (A)** Is there a residential dwelling unit located on the Property? ☐ Yes ☒ No

If yes, number of residential dwelling units: \_\_\_\_\_

**Note:** If one to four residential dwelling units are to be sold with, or as part of, the Property, Owner must complete a Seller's Property Disclosure Statement, as required by the Pennsylvania Real Estate Seller's Disclosure Law (68 P.S. §7301 et. seq.).

**11. TENANCY ISSUES**

- (A)** Are you aware of any existing leases, subleases or other tenancy agreements affecting the Property? ☐ Yes ☒ No
- (B)** Are there any verbal agreements or understandings with tenants that are not specifically recorded in the lease (e.g., a promise not to increase rent, an implied agreement to let tenant end lease early, a first right of refusal on adjoining space)? ☐ Yes ☒ No
- (C)** Are there any tenants for whom you do not currently have a security deposit? ☐ Yes ☒ No
- (D)** Are there any tenants who have been 5 or more days late with their rent payment more than once this year? ☐ Yes ☒ No

**Buyer Initials:** \_\_\_\_\_

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**Owner Initials:** DM

- (E) Are there any tenants who are currently more than 30 days behind in paying rent, cam, or tax charges? ☐ Yes ☒ No
- (F) Are there any tenants who are in default of the lease for other than monetary reasons (e.g., failure to comply with rules, regulations, lease terms, etc.)? ☐ Yes ☒ No
- (G) Are there any tenants that you have reason to believe are likely to fall into default of their lease within the next six months? ☐ Yes ☒ No
- (H) Is there any tenant that you would consider evicting or not offering an opportunity for renewal? ☐ Yes ☒ No
- (I) Are you currently involved in any type of dispute with any tenant? ☐ Yes ☒ No
- Explain any yes answers you give in this section, providing names of tenants where applicable. Attach additional sheet if necessary:

## 12. DOMESTIC SUPPORT LIEN LEGISLATION

- (A) Has any Owner, 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 Owner(s) obligated to pay, the county, and the Domestic Relations File or docket number:

## 13. 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 Owner's remaining enrolled Property to the County Assessor 30 days before the transfer of title to 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 paid under the program and the 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 spaces 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 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 the 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 give in this section:

## 14. SERVICE PROVIDER/CONTRACTOR INFORMATION

- (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g., elevators, other equipment, pest control). Attach additional sheet if necessary:
- Boo's Bag Stopper 724-601-3223*
- (B) Provide the names, addresses and phone numbers of the service providers for any Alarm/Safety Contracts on the Property (e.g., security alarm system, sprinkler system, fire/smoke). Attach additional sheet if necessary:
- (C) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary:



Buyer Initials: \_\_\_\_\_

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Owner Initials: *GM*



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

348	OWNER	 	DATE	07/29/25
349	OWNER	_____	DATE	_____
350	OWNER	_____	DATE	_____
351	BUYER	_____	DATE	_____
352	BUYER	_____	DATE	_____
353	BUYER	_____	DATE	_____

# VACANT LAND ADDENDUM TO LISTING CONTRACT

VLA

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

1 **BROKER (Company)** Coldwell Banker Realty  
 2 **LICENSEE(S)** Katina Hunter & Mike Hunter  
 3 **SELLER** Rosalie Myers  
 4 **PROPERTY** 109 E. Palestine Road, Darlington, PA 16115  
 5 **DATE OF LISTING CONTRACT** 07/29/25

## 1. ADDITIONAL PROPERTY INFORMATION

6 A. Seller represents that the following utility connections are available and located as follows (list name of service provider):  
 7 ☐ Electric Location/Provider \_\_\_\_\_  
 8 ☐ Gas Location/Provider \_\_\_\_\_  
 9 ☐ Telephone Location/Provider \_\_\_\_\_  
 10 ☐ Water Type: ☐ Public ☒ On-site (well) ☐ Community ☐ Other \_\_\_\_\_  
 11 Provider/Location \_\_\_\_\_  
 12 ☒ Sewer Type: ☐ Public ☒ On-site septic ☐ Community ☐ Other \_\_\_\_\_  
 13 Provider/Location \_\_\_\_\_  
 14 Has an on-site system been approved? ☐ Yes ☐ No Has a percolation test been performed? ☐ Yes ☐ No  
 15 If yes, was the percolation rate approved? ☐ Yes ☐ No Are plans for septic design available? ☐ Yes ☐ No  
 16 ☐ Other \_\_\_\_\_  
 17 B. If applicable, is the subdivision complete? ☐ Yes ☐ No If yes, are plans available? ☐ Yes ☐ No

## 2. ADDITIONAL DUTIES OF SELLER

18 A. Within \_\_\_\_\_ days of the Starting Date of the Listing Contract, Seller will provide to Broker copies of inspection reports,  
 19 environmental surveys, available title reports, boundary surveys, and existing notes and mortgages that may continue to  
 20 affect the Property after settlement.  
 21 B. Seller will not permit any real estate signs, other than those belonging to Broker, to be placed on the Property during the  
 22 term of the Listing Contract.

## 3. LAND USE RESTRICTIONS OTHER THAN ZONING

23 A. If checked below, the Property, or a portion of it, is preferentially assessed for tax purposes or has limited developments  
 24 rights under the following Act(s):  
 25 ☐ Farmland and Forest Land Assessment Act - Act 319 of 1974, 72 P.S. §5490. 1 et seq. (Clean and Green Program)  
 26 ☐ Open Space Act - Act 515 of 1965, 16 P.S. §11941 et seq. (an Act enabling certain counties of the Common-  
 27 wealth to covenant with land owners for preservation of land in farm, forest, water supply, or open space uses)  
 28 ☐ Agricultural Area Security Law - Act 43 of 1981, 3 P.S. §901 et seq. (Development Rights)  
 29 ☐ Other \_\_\_\_\_  
 30 B. Seller is aware that the buyer of the Property will need to determine the tax implications that will or may result from the  
 31 sale of the Property to the buyer or that may result in the future as a result in any change in use of the Property  
 32 C. If Property is enrolled in the Clean and Green Program, Seller must submit notice of the sale and any proposed changes in  
 33 the use of Seller's remaining enrolled Property to the County Assessor 30 days before the transfer of title to the buyer.

## 4. ADDITIONAL DISCLOSURES

34 In addition to disclosure listed on a separate statement, Seller has knowledge of the following conditions affecting the Property:  
 35 ☐ Contamination by one or more substances that requires remediation;  
 36 ☐ The presence of wetlands, flood plains, or any other environmentally sensitive areas, whose development is limited or  
 37 prevented by law;  
 38 ☐ The presence of one or more substances whose removal or disposal is subject to any law or regulation;  
 39 ☐ Violations of any law or regulation caused by the handling or disposing of any material waste or the discharge of any  
 40 material into the soil, air, surface water, or ground water;  
 41 ☐ The presence of underground fuel or liquid storage tanks.  
 42 Explain any items checked above: \_\_\_\_\_  
 43 \_\_\_\_\_  
 44 \_\_\_\_\_

45 All other terms and conditions of the Listing Contract remain unchanged and in full force and effect.

46 **SELLER** Rosalie Myers **DATE** 07/29/25  
 47 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 48 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

49 **BROKER (Company Name)** \_\_\_\_\_  
 50 **ACCEPTED BY** Katina Hunter **DATE** 07/29/2025

