

# 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).

**PROPERTY** 1117-1119 Spring Garden Ave, Pittsburgh, PA 15212

**OWNER** City Living Properties LLC

Owner is providing information to help Broker market the Property. This Statement is **not a substitute for any inspections or warranties 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 real estate broker (Agent for Owner), any real estate broker, or their agents.

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

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

**2. OCCUPANCY** Do you, Owner, currently occupy the Property? ☐ Yes ☒ No  
 If no, when did you last occupy the Property? Never

**3. DESCRIPTION**

A. Land Area: 0.9 Acres  
 B. Dimensions: 39x100  
 C. Shape: Rectangle  
 D. Building Square Footage: 2622

**4. PHYSICAL CONDITION**

A. Age of Property: Built 1846 Additions: \_\_\_\_\_  
 B. Roof  
 1. Age of roof(s): \_\_\_\_\_ ☒ Unknown  
 2. Type of roof(s): Tar Down Low Pitch  
 3. Has the roof been replaced or repaired during your ownership? ☐ Yes ☒ No  
 4. Has the roof ever leaked during your ownership? ☐ Yes ☒ No  
 5. Do you know of any problems with the roof, gutters, or downspouts? ☐ Yes ☒ No

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

**C. Structural Items, Basements and Crawl Spaces**

1. Are you aware of any water leakage, accumulation, or dampness in the building or other structures? ☐ Yes ☒ No  
 2. Does the Property have a sump pump? ☐ Yes ☒ No  
 3. Do you know of any repairs or other attempts to control any water or dampness problem in the building or other structures?  
☐ Yes ☒ No  
 4. Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, floors, or other structural components? ☐ Yes ☒ No

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: \_\_\_\_\_

**D. Mechanical Systems**

1. Type of heating: ☒ Forced Air ☐ Hot Water ☐ Steam ☐ Radiant  
☐ Other: \_\_\_\_\_  
 2. Type of heating fuel: ☐ Electric ☐ Fuel Oil ☒ Natural Gas ☐ Propane (on-site) ☐ Central Plant  
☐ Other types of heating systems or combinations: \_\_\_\_\_  
 3. Are there any chimneys? ☒ Yes ☐ No If yes, how many? 2  
 Are they working? ☒ Yes ☐ No When were they last cleaned? not since ownership  
 4. List any buildings (or areas in any buildings) that are not heated: \_\_\_\_\_  
 5. Type of water heater: ☐ Electric ☒ Gas ☐ Oil Capacity: \_\_\_\_\_  
☐ Other: \_\_\_\_\_

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

CPI Page 1 of 6

**Owner Initials:** AK

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: \_\_\_\_\_
9. Type of electric service: 420 AMP ☐ 220 Volt ☐ 3-phase ☐ 1-phase ☐ KVA: \_\_\_\_\_  
☒ Other: 6 100amp Sub panels  
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
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
- 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: \_\_\_\_\_

F. Other Equipment

1. Exterior Signs: ☐ Yes ☒ No How many? \_\_\_\_\_ Number Illuminated: \_\_\_\_\_
2. Elevators: ☐ Yes ☐ No How many? \_\_\_\_\_ ☐ Cable ☐ Hydraulic rail  
Working order? ☐ Yes ☒ No Certified through (date) Apr 23, 2025 Date last serviced Apr 23, 2025
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? \_\_\_\_\_
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: \_\_\_\_\_

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? \_\_\_\_\_

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

Owner Initials: \_\_\_\_\_



2. 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
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 at or above 4 picocuries 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 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: \_\_\_\_\_

\_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_

#### C. Wood Infestation

1. Are you aware of any termites/wood-destroying insects, dryrot, 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: \_\_\_\_\_

\_\_\_\_\_

#### 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

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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

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

### B. Sewer/Septic

- 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): \_\_\_\_\_
- 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): \_\_\_\_\_
- When was the on-site sewage disposal system last serviced? \_\_\_\_\_
- Is there a sewage pump? ☐ Yes ☒ No  
If yes, is it in working order? ☐ Yes ☐ No
- 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: \_\_\_\_\_

## 7. TELECOMMUNICATIONS

- Is a telephone system included with the sale of the Property? ☐ Yes ☐ No  
If yes, type: \_\_\_\_\_
- Are ISDN lines included with the sale of the Property? ☐ Yes ☐ No
- Is the Property equipped with satellite dishes? ☐ Yes ☐ No  
If yes, how many? \_\_\_\_\_ Location: \_\_\_\_\_
- Is the Property equipped for cable TV? ☐ Yes ☐ No  
If yes, number of hook-ups: \_\_\_\_\_ Location: \_\_\_\_\_
- 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

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

### A. Compliance, Building Codes & OSHA

- Do you know of any violations of federal (including ADA), state, or local laws or regulations relating to this Property?  
☐ Yes ☒ No
- Do you know of any violations of building codes or municipal ordinances concerning this Property? ☐ Yes ☒ No
- Do you know of any health, fire, or safety violations concerning this Property? ☐ Yes ☒ No
- Do you know of any OSHA violations concerning this Property? ☐ Yes ☒ No
- 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

- 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: \_\_\_\_\_

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

CPI Page 4 of 6

Owner Initials: \_\_\_\_\_



C. Zoning

1. The Property is currently zoned Multi Family 5-19 Units by the  
(county, ZIP) Allegheny County 15212

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: 6

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

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:  
Leases with all tenants, have one tenant that was behind, but is and has been up to todote on rent recently

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: \_\_\_\_\_

- 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: Duquense Light (Electric)

Peoples Gas PGH20 (Water)

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

OWNER		DATE	<u>Apr 23, 2025</u>
OWNER	_____	DATE	_____
OWNER	_____	DATE	_____
BUYER	_____	DATE	_____
BUYER	_____	DATE	_____
BUYER	_____	DATE	_____



# RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

## THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 **PROPERTY** 1117-1119 Spring Garden Ave, Pittsburgh, PA 15212

2 **SELLER** City Living Properties LLC

### 3 **LEAD WARNING STATEMENT**

4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such  
5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead  
6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest  
8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or  
9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for  
10 possible lead-based paint hazards is recommended prior to purchase.

### 11 **SELLER'S DISCLOSURE**

12 7K 04/23/25 10:44 AM EDT **Seller has no knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

13 7K 04/23/25 10:44 AM EDT **Seller has knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the  
14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other  
15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

### 16 **SELLER'S RECORDS/REPORTS**

17 7K 04/23/25 10:44 AM EDT **Seller has no records or reports** pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

18 7K 04/23/25 10:44 AM EDT **Seller has provided** Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in  
19 or about the Property. (List documents): \_\_\_\_\_

22 **Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.**

23 **SELLER** 04/23/25 06:50 AM EDT **DATE** Apr 23, 2025

24 **SELLER** **DATE** \_\_\_\_\_

25 **SELLER** **DATE** \_\_\_\_\_

### 26 **BUYER**

27 **DATE OF AGREEMENT** \_\_\_\_\_

### 28 **BUYER'S ACKNOWLEDGMENT**

29        /        Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.

30        /        Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records  
31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.

32 Buyer has (initial one):

33        /        received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of  
34 lead-based paint and/or lead-based paint hazards; or

35        /        waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint  
36 hazards.

37 **Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's Acknowledgement are true and accurate.**

38 **BUYER** **DATE** \_\_\_\_\_

39 **BUYER** **DATE** \_\_\_\_\_

40 **BUYER** **DATE** \_\_\_\_\_

### 41 **ACKNOWLEDGEMENT AND CERTIFICATION**

42 7B 04/23/25 10:54 PM EDT Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint  
43 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

45 **Seller Agent and Buyer Agent must both sign this form.**

46 **BROKER FOR SELLER (Company Name)** RealtyCo

47 **LICENSEE** Toey Booker 04/22/25 09:34 PM EDT **DATE** Apr 22, 2025

48 **BROKER FOR BUYER (Company Name)** \_\_\_\_\_

49 **LICENSEE** **DATE** \_\_\_\_\_

# 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 1117-1119 Spring Garden Ave, Pittsburgh, PA 15212

2 SELLER City Living Properties LLC

3 BUYER \_\_\_\_\_

4 Surface and subsurface rights are often transferred together, but sometimes are transferred separately. Despite the best intentions of sellers, property owners are often not aware of the precise extent of the oil, gas and/or mineral rights/interests that they may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the oil, gas and/or mineral rights/interests for the Property and is not a substitute for any inspections or warranties that Buyer may wish 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 rights/interests for the Property. The statements contained herein are not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is advised to conduct a full examination of oil, gas and/or mineral rights/interests for the Property.

## 1. OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS OWNED

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

- ☐ Oil \_\_\_\_\_  
☐ Gas \_\_\_\_\_  
☐ Minerals \_\_\_\_\_  
☐ Coal \_\_\_\_\_  
☐ Other \_\_\_\_\_

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

- Oil \_\_\_\_\_ ☐ unknown  
Gas \_\_\_\_\_ ☐ unknown  
Minerals \_\_\_\_\_ ☐ unknown  
Coal \_\_\_\_\_ ☐ unknown  
Other \_\_\_\_\_ ☐ unknown

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

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

(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 conveyed, excepted or reserved. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

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

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

- ☐ Oil \_\_\_\_\_  
☐ Gas \_\_\_\_\_  
☐ Minerals \_\_\_\_\_  
☐ Coal \_\_\_\_\_  
☐ Other \_\_\_\_\_

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

(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 excepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

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

47 Seller's Initials  / \_\_\_\_\_

OGMD Page 1 of 3

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_



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

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

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

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

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

57 (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  
58 reserved by Seller. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment  
59 of these rights/interests.

60 **4. SURFACE RIGHTS**

61 (A) Surface rights owned by Seller: \_\_\_\_\_

62 \_\_\_\_\_

63 (B) Surface rights excepted: \_\_\_\_\_

64 \_\_\_\_\_

65 **5. SURFACE DAMAGES**

66 (A) Damages

67 1. Are you entitled to or do you receive surface damages, including pipeline rights-of-way, well pad sites, compression sites and  
68 standing marketable timber, according to the terms of the current lease? ☐ Yes ☐ No

69 2. If known, what limitations are contained in the lease? \_\_\_\_\_

70 \_\_\_\_\_

71 3. If applicable, is the right to claim surface damages and/or remediation rights transferable to a buyer? ☐ Yes ☐ No

72 4. Seller understands that the exclusive right to receive surface damages will be assigned to the buyer of the property unless oth-  
73 erwise stated \_\_\_\_\_

74 (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  
75 further agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages,  
76 which include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and  
77 ii) any and all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline  
78 right-of-way agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the lease  
79 is attached to this Disclosure or will be provided to Buyer within \_\_\_\_\_ days (10 if not specified).

80 **6. DOMESTIC FREE GAS**

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

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

84 **7. DOCUMENTATION**

85 ☒ Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other docu-  
86 ments relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.

87 ☐ Seller has attached to this Disclosure copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements,  
88 pipeline easements, and other documents (e.g., royalty agreements) within Seller's possession having to do with prior convey-  
89 ances, assignments, or transfers of these rights/interests, as follows: \_\_\_\_\_

90 \_\_\_\_\_

91 \_\_\_\_\_

92 **8. EASEMENTS & LEGAL ISSUES**

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

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

97 Seller's Initials  \_\_\_\_\_

OGMD Page 2 of 3

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** \_\_\_\_\_ **DATE** Apr 23, 2025  
112 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
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** \_\_\_\_\_ **DATE** \_\_\_\_\_

121 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

122 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_