

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** 4350 Old William Penn Hwy, Murrysville, PA 15668-1925

2 **SELLER** Patrick J Shannon, Stephanie Shannon

3 **BUYER** _____

4 **Surface and subsurface rights are often transferred together, but sometimes are transferred separately. Despite the best**
5 **intentions of sellers, property owners are often not aware of the precise extent of the oil, gas and/or mineral rights/interests**
6 **that they may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions**
7 **about the oil, gas and/or mineral rights/interests for the Property and is not a substitute for any inspections or warranties that**
8 **Buyer may wish to obtain. The responses provided below are given to the best of Seller's knowledge and may not reflect all oil,**
9 **gas and/or mineral rights/interests for the Property. The statements contained herein are not a warranty of any kind by Seller**
10 **or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is**
11 **advised to conduct a full 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 is aware that the following oil, gas and/or mineral rights/interests have been previously leased, sold or otherwise
14 conveyed by Seller or a previous owner of the Property (exceptions) as indicated and is not transferring them to Buyer:

- 15 Oil _____
- 16 Gas _____
- 17 Minerals _____
- 18 Coal _____
- 19 Other _____

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

22 (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-
23 cepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these
24 rights/interests.

25 **2. SELLER'S RESERVATION OF OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS**

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

- 27 Oil _____
- 28 Gas _____
- 29 Minerals _____
- 30 Coal _____
- 31 Other _____

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

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

34 (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
35 reserved by Seller. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet
36 enjoyment of these rights/interests.

37 **3. DOMESTIC FREE GAS**

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

40 (B) Seller will convey to Buyer 100% of the domestic free gas rights/interests unless otherwise stated here _____
41

42 **4. SURFACE DAMAGES**

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

49 **Seller Initials:** PS, SMS


Buyer Initials: _____ / _____



50 **5. ASSIGNMENT OF LEASES**
 51 Seller is aware that the following leases of oil, gas and/or mineral rights/interests have been assigned from the original lessee to an
 52 other entity:
 53 Oil _____
 54 Gas _____
 55 Minerals _____
 56 Coal _____
 57 Other _____

58 **6. DOCUMENTATION**
 59 Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other docu-
 60 ments relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.
 61 Seller has attached to this Disclosure copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements,
 62 pipeline easements, and other documents (e.g., royalty agreements) within Seller's possession having to do with prior con-
 63 veyances, assignments, or transfers of these rights/interests, as follows: _____
 64 _____
 65 _____
 66 _____

67 **7. Other**
 68 _____
 69 _____
 70 _____
 71 _____

72 **SELLER**  **Patrick J Shannon** **DATE** 10/17/2023
 73 **SELLER** Stephanie M Shannon **Stephanie Shannon** **DATE** 10/17/2023
 74 **SELLER** _____ **DATE** _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

80 **BUYER** _____ **DATE** _____
 82 **BUYER** _____ **DATE** _____
 83 **BUYER** _____ **DATE** _____