



Real Estate Auction

~This is a LIVE, ONSITE Auction ~ No Online Bidding ~ No Buyer's Premium ~

Vesely Three Springs Farm 865 Flatwoods Road, (Route 201) Vanderbilt, PA 15486

(Franklin Township, Fayette County, PA)

Approximately 173 Acres +/- (more or less) of beautiful
Pastureland ~ Woods ~ Cropland ~ Building Sites

Saturday June 10 at 10:30 am

Registration: 9:30 am



Rittenhouse Auction Company LLC (AY-2152)

501 Town Country Road, Vanderbilt, PA 15486

724-438-0581

www.rittenhouseauction.com

Rittenhouse Auction Company LLC (AY-2152)

Sandra R. Brittingham

501 Town Country Road, Vanderbilt PA 15486

Phone: 724-438-0581 email: sandy@rittenhouseauction.com

Website: www.rittenhouseauction.com

Dear Prospective Bidder:

Enclosed for your review is the Bidder's Information Packet for the Vesely Three Springs Farm. This farm has been in the Vesely Family since 1947 and originally had 192 Acres. Over the years outsources were made for family members and the remaining deed description contains approximately 173 Acres, more or less (+/-) including the road (Route 201). The deed description was obtained from the original deed description less exceptions and is not an official survey. Any survey requirements will be the responsibility of the buyer.

The original Vesely owners, Victor and Margaret Vesely, (deceased) conveyed the remaining farm to their children, Victor Edward Vesely, Jr. Margaret Ann Layton, Dolores Mae Reagan, Michelle Louise Gantner and John Steven Vesely the current owners. The difficult decision has been made to sell the family farm and they have entrusted us, Rittenhouse Auction Company LLC to handle the Auction.

There is property on both sides of Flatwoods Road (Route 201) with the original Farm House on one side and the Barn/Milk House, Metal Building, and Sheds across the Road. A circular driveway off Route 201 brings you to the frame farmhouse consisting of a large home with Foyer, Living Room, Kitchen (with laundry area), Dining Room, and Powder Room on main floor, and 4 bedrooms and full bath on second level. There is an attic with stairs and floor. The basement contains the 100 Amp Electric Entrance, Electric Hot Water Tank and Gas Forced Air Furnace. There is some deferred maintenance which is typical of old farmhouses.

Across the road is a Machine Shed (40' x 80'), Barn and Milk House (bulk milk tank and milkers still installed- the family last milked in 1994). There are stanchions in the barn.

There are springs on the farm and a well on the hill behind the barn. There is an old well behind the house that used to service the house. There is public water (North Fayette County Municipal Authority) to the farmhouse. Currently there is no public water to the barn or other side of the road. It is unknown as to the location of any septic tank.

There are 4 gas wells on the property and the oil and gas is leased to Stone Energy LLC. Gas is provided for the farmhouse from the well. The current owners will convey any and all interest in the gas and minerals to the new buyer.

The 173 +/- Rolling land has areas with great views and opportunities for building your dream home along with pastures, woods, cropland for farming. Several areas of wooded land exist on the barn side of the road and along Guth Road (off Route 201). There are a couple of watering troughs and some of the pastureland has old fencing.

It is noted that in courthouse records there is information that a service station existed next to the farmhouse and the old stone foundation is still there from the old house. There exists a concrete pad in front of the foundations, along 201. The current owners said that the old service station was gone before their parents purchased the property 75 years ago.

The Franklin Township Community Park is near to the property with an in ground swimming pool for all ages, a playground, a walking trail and 6 pavilions. Virgin Run Lake is also nearby and is a 33 acre area owned by the Commonwealth of Pennsylvania and managed by the Fish and Boat Commission for public fishing and boating.

Overall, this is a farm that will be invaluable to you and your family with many opportunities. Woods for hunting, pasture for raising animals, and gas royalties for income. Route 201 is a busy road with access to major highways for work and yet the acreage here has many private areas that feel far from civilization.

We have used all due diligence and reasonable efforts to investigate, describe and advertise, in an accurate way, the property being auctioned on June 10, 2023 on behalf of the Sellers.

However, you are advised to use your own judgement as to whether you should bid on the property being offered based on your own knowledge, experience, investigation and judgement as to the quality and quantity of the property and its value. The auctioneer in performing this auction has relied upon public information, information and documentation provided by Seller and advice of legal counsel. The property sells in its "AS - IS" condition as an entirety.

This is a rare opportunity. The opportunity to purchase a large tract of land in Franklin Township for future generations. The decisions you make today will affect your future happiness.

Thank you for your interest in the property. I look forward to assisting you with any questions you have regarding the property or the auction process. Please review the packet, make your inspection of the property and be prepared on June 10, 2023 at 10:30 to bid your price to purchase this Fayette County Farm!

Sincerely,


Sandra R. Brittingham
Rittenhouse Auction Company

THIS IS A LIVE ON-SITE AUCTION, NO ONLINE BIDDING, NO BUYER'S PREMIUM.

Visit website for photos:

www.rittenhouseauction.com

www.auctionzip.com

www.gotoauction.com

The Auction for this property will be conducted live, onsite on
Saturday, June 10, 2023 at 10:30 am

TERMS: Deposit money for this auction will be 10% at the time of the Auction. Payment shall
be made in cash or check payable to Rittenhouse Auction Company LLC
The funds will be held in the escrow account of Wylie S. Rittenhouse Real Estate
The balance of the purchase price will be due and payable on or before 45 days from date of
Auction: July 25, 2023.
The bid price will be subject to approval of Sellers on or before June 13, 2023

**Agreement of Sale is available prior to Auction day upon request

PROPERTY INFORMATION:

PROPERTY ADDRESS: 865 Flatwoods Road, Vanderbilt, PA 15486

PARCEL ID NUMBER: 13-05-0107

CURRENT DEED: 3059-771 (Less outsources)

OIL AND GAS LEASE: 1294-1019
EXTENSION OF LEASE: 1325-373

ACREAGE: Approximately 173 Acres, more or less (+/-)

ASSESSMENT (ACT 319) Clean and green: 109,560

ESTIMATED TAXES at face:

County/Township:	\$ 848.33
School:	<u>\$1,823.08</u>
Total Estimated Taxes:	
From tax collector	\$2,671.41

ZONING: A-1 Agriculture

SCHOOL DISTRICT Uniontown Area School District

ATTENTION PROSPECTIVE BIDDERS:

All materials and information contained and provided herein are made available for informational purposes only. The Auctioneers and Sellers and their agents and Attorneys cannot and do not warrant the accuracy or completeness of the information provided herein.

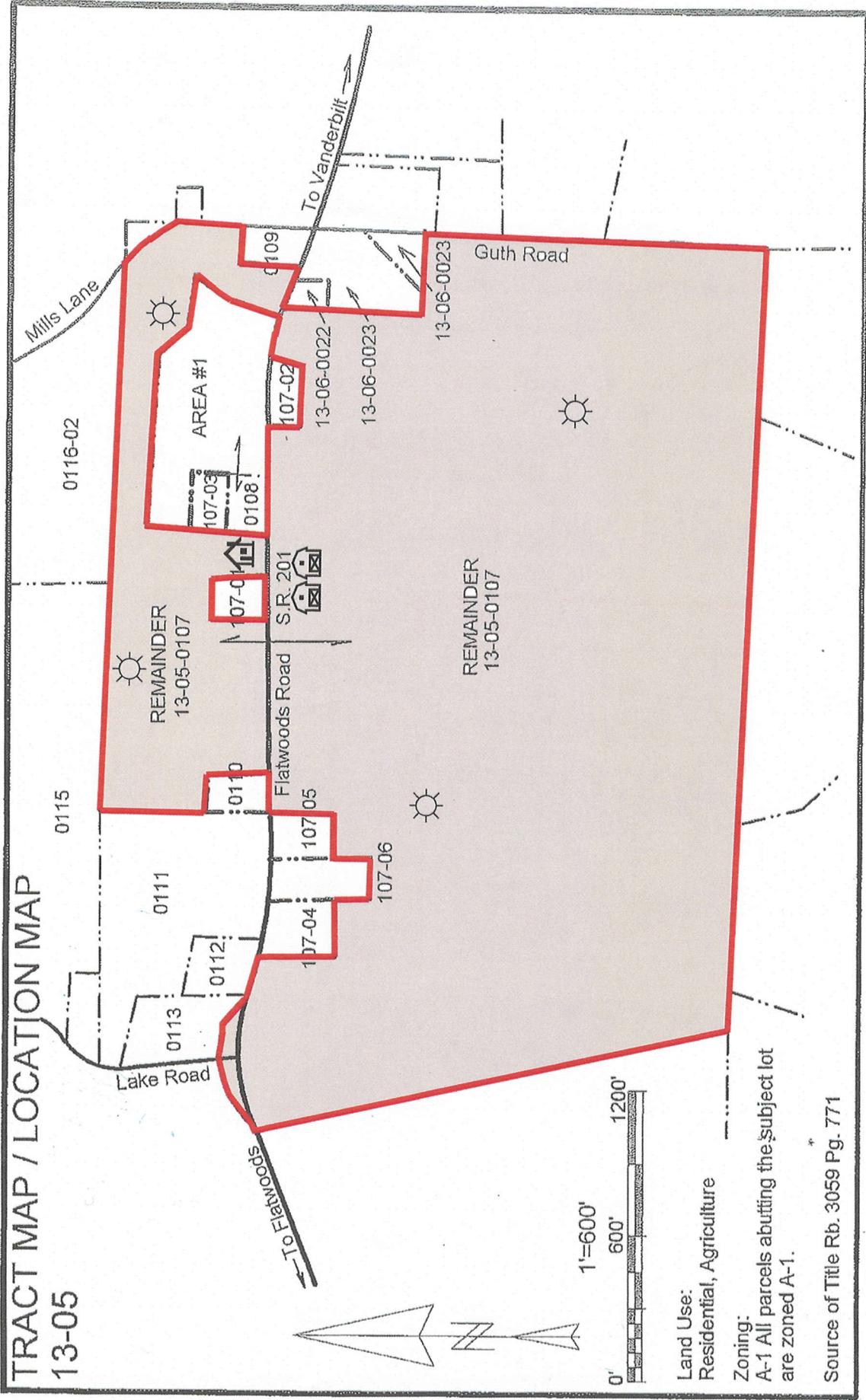
Any terms relating to the sale are subject to change prior to or on the day of the Auction. Prior to the Auction, prospective bidders should make such investigation that they deem appropriate and shall rely entirely on their own information, judgement and inspection.

It is noted that Michelle Gantner lived in the farm house in the past several years. The other owners have not been in the house and lacked the personal knowledge to be able to fill out the seller's disclosure form. Michelle Gantner has answered the questions to the best of her knowledge. However, the property is being sold in its "AS-IS WHERE IS" condition and the information that Michele provided may not be complete.

Vesely Three Springs Farm

Real Estate Auction
Saturday, June 10, 2023 at 10:30 AM

TRACT MAP / LOCATION MAP 13-05



Farm House Approximate Location

Farm Building Approximate Location

Gas Well Approximate Location

Property Lines are Approximate - Not a Survey

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

PROPERTY 865 Flatwoods Rd Vanderbilt PA 15486
SELLER VICTOR E. VESELY JR; MARGARET A. MAYTON; DOLORES M. REAGAN; MICHAEL A. GANTNER; JOHN S. VESELY

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect** is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of its normal useful life is not by itself a material defect.

This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement nor the basic disclosure form limits Seller's obligation to disclose a material defect.

This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and **is not a substitute for any inspections or warranties** that 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 estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns about the condition of the Property that may not be included in this Statement.

The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.

1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
2. Transfers as a result of a court order.
3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
4. Transfers from a co-owner to one or more other co-owners.
5. Transfers made to a spouse or direct descendant.
6. Transfers between spouses as a result of divorce, legal separation or property settlement.
7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation.
8. Transfers of a property to be demolished or converted to non-residential use.
9. Transfers of unimproved real property.
10. Transfers of new construction that has never been occupied and:
 - a. The buyer has received a one-year warranty covering the construction;
 - b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
 - c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

COMMON LAW DUTY TO DISCLOSE

Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclosure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. **The executor, administrator or trustee, must, however, disclose any known material defect(s) of the Property.**

DATE _____

Seller's Initials MG Date 4-11-23

Buyer's Initials _____ Date _____



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the Property and its improvements?
- (B) Is Seller the landlord for the Property?
- (C) Is Seller a real estate licensee?

	Yes	No	Unk	N/A
A		X		
B		X		
C		X		

Explain any "yes" answers in Section 1: NOTE Seller/Undersigned occupied premises from 2004 +/- to Dec 2022

2. OWNERSHIP/OCCUPANCY

- (A) Occupancy
 - 1. When was the Property most recently occupied? up to December 15, 2022
 - 2. By how many people? 1
 - 3. Was Seller the most recent occupant? (One of sellers)
 - 4. If "no," when did Seller most recently occupy the Property?
- (B) Role of Individual Completing This Disclosure. Is the individual completing this form:
 - 1. The owner fractional owner
 - 2. The executor or administrator
 - 3. The trustee
 - 4. An individual holding power of attorney
- (C) When was the Property acquired?
- (D) List any animals that have lived in the residence(s) or other structures during your ownership: 2 dogs 3 cats

	Yes	No	Unk	N/A
A1				
A2				
A3	X			
A4				
B1	X			
B2				
B3				
B4				
C			X	

Explain Section 2 (if needed):

3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

- (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.
- (B) Type. Is the Property part of a(n):
 - 1. Condominium
 - 2. Homeowners association or planned community
 - 3. Cooperative
 - 4. Other type of association or community
- (C) If "yes," how much are the fees? \$ _____ paid (Monthly) (Quarterly) (Yearly)
- (D) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain:
- (E) If "yes," provide the following information:
 - 1. Community Name
 - 2. Contact
 - 3. Mailing Address
 - 4. Telephone Number
- (F) How much is the capital contribution/initiation fee(s)? \$ _____

	Yes	No	Unk	N/A
B1				
B2				
B3				
B4				
C				
D				
E1				
E2				
E3				
E4				
F				

Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

4. ROOFS AND ATTIC

- (A) Installation
 - 1. When was or were the roof or roofs installed?
 - 2. Do you have documentation (invoice, work order, warranty, etc.)?
- (B) Repair
 - 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
 - 2. If it or they were replaced or repaired, were any existing roofing materials removed?
- (C) Issues
 - 1. Has the roof or roofs ever leaked during your ownership?
 - 2. Have there been any other leaks or moisture problems in the attic?
 - 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

	Yes	No	Unk	N/A
A1			X	
A2		X		
B1		X		
B2		X		
C1			X	
C2			X	
C3		X		

Seller's Initials MG Date 4-11-23 SPD Page 2 of 11 Buyer's Initials _____ Date _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done:

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

- Does the Property have a sump pit? If "yes," how many? _____
- Does the Property have a sump pump? If "yes," how many? _____
- If it has a sump pump, has it ever run?
- If it has a sump pump, is the sump pump in working order?

	Yes	No	Unk	N/A
A1		X		
A2		X		
A3		X		
A4		X		
B1	X			
B2		X		
B3		X		

(B) Water Infiltration

- Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space?
- Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- Are the downspouts or gutters connected to a public sewer system?

Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done:

*Basement does get water infiltration when it rains
basement has been like this forever.*

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(A) Status

- Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?
- Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

	Yes	No	Unk	N/A
A1		X		
A2		X		
B1		X		
B2		X		

(B) Treatment

- Is the Property currently under contract by a licensed pest control company?
- Are you aware of any termite/pest control reports or treatments for the Property?

Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable:

seller cannot guarantee lack of termites

7. STRUCTURAL ITEMS

- Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations or other structural components?
- Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property?
- Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)? *See above @ #5*
- Stucco and Exterior Synthetic Finishing Systems**
 - Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 - If "yes," indicate type(s) and location(s) _____
 - If "yes," provide date(s) installed _____
- Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?
- Are you aware of any defects (including stains) in flooring or floor coverings?

	Yes	No	Unk	N/A
A	X			
B		X		
C				
D1		X		
D2				
D3				
E				
F				

Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

prior to roof being repaired some of the plaster has come down

8. ADDITIONS/ALTERATIONS

- Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below.

	Yes	No	Unk	N/A
A		X		

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

162 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 163 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Addition, structural change or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

164 A sheet describing other additions and alterations is attached.

165 (B) Are you aware of any private or public architectural review control of the Property other than zoning
 166 codes? If "yes," explain: _____

Yes	No	Unk	N/A

167 **Note to Buyer:** The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and
 168 altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work
 169 and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to up-
 170 grade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine
 171 if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous
 172 owners without a permit or approval.

173 **Note to Buyer:** According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for
 174 drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-per-
 175 vious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan
 176 to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your
 177 ability to make future changes.

178 **9. WATER SUPPLY**

179 (A) Source. Is the source of your drinking water (check all that apply):

- 180 1. Public
- 181 2. A well on the Property
- 182 3. Community water
- 183 4. A holding tank
- 184 5. A cistern — on hill on barn side for cattle
- 185 6. A spring — 8. Underpinned believe there may be springs
- 186 7. Other — on the farm
- 187 8. If no water service, explain: _____

	Yes	No	Unk	N/A
A1	X			
A2	X			
A3		X		
A4		X		
A5				
A6			X	
A7				
B1				X
B2		X		
B3		X		
B4		X		
B5				X
B6				X
C1	X			
C2	X			
D1				
D2				
D3				
D4				
D5				

- 188 (B) General
- 189 1. When was the water supply last tested? _____
- 190 Test results: _____
- 191 2. Is the water system shared?
- 192 3. If "yes," is there a written agreement?
- 193 4. Do you have a softener, filter or other conditioning system?
- 194 5. Is the softener, filter or other treatment system leased? From whom? _____
- 195 6. If your drinking water source is not public, is the pumping system in working order? If "no,"
 196 explain: _____

197 (C) Bypass Valve (for properties with multiple sources of water)

- 198 1. Does your water source have a bypass valve?
- 199 2. If "yes," is the bypass valve working? IN basement

200 (D) Well

- 201 1. Has your well ever run dry? Well not used. Last Used for
- 202 2. Depth of well _____ barn 30 yrs ago +/-.
- 203 3. Gallons per minute: _____, measured on (date) _____
- 204 4. Is there a well that is used for something other than the primary source of drinking water?
- 205 If "yes," explain _____
- 206 5. If there is an unused well, is it capped?

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

(E) Issues

1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system and related items?
2. Have you ever had a problem with your water supply?

	Yes	No	Unk	N/A
E1		X		
E2		X		

Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____

10. SEWAGE SYSTEM

(A) General

1. Is the Property served by a sewage system (public, private or community)?
2. If "no," is it due to unavailability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)? _____
4. Name of current service provider, if any: _____

(B) Type Is your Property served by:

1. Public
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: _____

(C) Individual On-lot Sewage Disposal System. (check all that apply):

1. Is your sewage system within 100 feet of a well?
2. Is your sewage system subject to a ten-acre permit exemption?
3. Does your sewage system include a holding tank?
4. Does your sewage system include a septic tank?
5. Does your sewage system include a drainfield?
6. Does your sewage system include a sandmound?
7. Does your sewage system include a cesspool?
8. Is your sewage system shared?
9. Is your sewage system any other type? Explain: _____
10. Is your sewage system supported by a backup or alternate system?

(D) Tanks and Service

1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property?
4. Are there any other types of septic tanks on the Property? Explain _____
5. Where are the septic tanks located? _____
6. When were the tanks last pumped and by whom? _____

(E) Abandoned Individual On-lot Sewage Disposal Systems and Septic

1. Are you aware of any abandoned septic systems or cesspools on the Property?
2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?

(F) Sewage Pumps

1. Are there any sewage pumps located on the Property?
2. If "yes," where are they located? _____
3. What type(s) of pump(s)? _____
4. Are pump(s) in working order?
5. Who is responsible for maintenance of sewage pumps? _____

(G) Issues

1. How often is the on-lot sewage disposal system serviced? _____
2. When was the on-lot sewage disposal system last serviced and by whom? _____
3. Is any waste water piping not connected to the septic/sewer system?
4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
B1				
B2				
B3				
B4				
C1				
C2				
C3				
C4				
C5				
C6				
C7				
C8				
C9				
C10				
D1				
D2				
D3				
D4				
D5				
D6				
E1				
E2				
F1				
F2				
F3				
F4				
F5				
G1				
G2				
G3				
G4				

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____

11. PLUMBING SYSTEM

(A) Material(s). Are the plumbing materials (check all that apply):

- 1. Copper
- 2. Galvanized
- 3. Lead
- 4. PVC
- 5. Polybutylene pipe (PB)
- 6. Cross-linked polyethylene (PEX)
- 7. Other _____

	Yes	No	Unk	N/A
A1			X	
A2			X	
A3			X	
A4				
A5				
A6				
A7				
B				

(B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?
If "yes," explain: _____

12. DOMESTIC WATER HEATING

(A) Type(s). Is your water heating (check all that apply):

- 1. Electric
- 2. Natural gas
- 3. Fuel oil
- 4. Propane
- If "yes," is the tank owned by Seller?
- 5. Solar
- If "yes," is the system owned by Seller?
- 6. Geothermal
- 7. Other _____

	Yes	No	Unk	N/A
A1	X			
A2				
A3				
A4				
A5				
A6				
A7				
B1				
B2			X	
B3				
C		X		

(B) System(s)
1. How many water heaters are there? 1
Tanks 1 Tankless _____
2. When were they installed? _____
3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

(C) Are you aware of any problems with any water heater or related equipment?
If "yes," explain: _____

13. HEATING SYSTEM

(A) Fuel Type(s). Is your heating source (check all that apply):

- 1. Electric
- 2. Natural gas
- 3. Fuel oil
- 4. Propane
- If "yes," is the tank owned by Seller?
- 5. Geothermal
- 6. Coal
- 7. Wood
- 8. Solar shingles or panels
- If "yes," is the system owned by Seller?
- 9. Other: _____

	Yes	No	Unk	N/A
A1				
A2	X			
A3				
A4				
A5				
A6				
A7				
A8				
A9				
B1	X			
B2				
B3				
B4				
B5				
B6				
B7				

(B) System Type(s) (check all that apply):

- 1. Forced hot air
- 2. Hot water
- 3. Heat pump
- 4. Electric baseboard
- 5. Steam
- 6. Radiant flooring
- 7. Radiant ceiling

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

- 8. Pellet stove(s)
How many and location? _____
- 9. Wood stove(s)
How many and location? _____
- 10. Coal stove(s)
How many and location? _____
- 11. Wall-mounted split system(s)
How many and location? _____
- 12. Other: _____
- 13. If multiple systems, provide locations _____

	Yes	No	Unk	N/A
B8				
B9				
B10				
B11				
B12				
B13				
C1		X		
C2			X	
C3			X	
C4				
C5		X		
C6		X		
D1	X			
D2		X		
D3				X
D4	X	X		
D5	X			
D6				
D7				
D8				
E1				
E2			X	
E3				X
F				
A1		X		
1a				
1b				
1c				
A2		X		
A3		X		
A4		X		
A5				
A6				
B	X			
C		X		

(C) Status

- 1. Are there any areas of the house that are not heated?
If "yes," explain: _____
- 2. How many heating zones are in the Property? _____
- 3. When was each heating system(s) or zone installed? _____
- 4. When was the heating system(s) last serviced? Approx 3 to 4 yrs ago
- 5. Is there an additional and/or backup heating system? If "yes," explain: _____
- 6. Is any part of the heating system subject to a lease, financing or other agreement?
If "yes," explain: _____

(D) Fireplaces and Chimneys

- 1. Are there any fireplaces? How many? 1 there in living room but
- 2. Are all fireplaces working? it is closed and not
- 3. Fireplace types (wood, gas, electric, etc.): used for years
- 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?
- 5. Are there any chimneys (from a fireplace, water heater or any other heating system)?
- 6. How many chimneys? 1
- 7. When were they last cleaned?
- 8. Are the chimneys working? If "no," explain: Never cleaned

(E) Fuel Tanks

- 1. Are you aware of any heating fuel tank(s) on the Property?
- 2. Location(s), including underground tank(s): _____
- 3. If you do not own the tank(s), explain: _____

(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," explain: _____

14. AIR CONDITIONING SYSTEM

(A) Type(s). Is the air conditioning (check all that apply):

- 1. Central air
 - a. How many air conditioning zones are in the Property? _____
 - b. When was each system or zone installed? _____
 - c. When was each system last serviced? _____
- 2. Wall units
How many and the location? _____
- 3. Window units
How many? _____
- 4. Wall-mounted split units
How many and the location? _____
- 5. Other _____
- 6. None

(B) Are there any areas of the house that are not air conditioned?

If "yes," explain: _____

(C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____

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Buyer's Initials _____

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

15. ELECTRICAL SYSTEM

(A) Type(s)

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?
3. Is the electrical system solar powered?
 - a. If "yes," is it entirely or partially solar powered? _____
 - b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain: _____

(B) What is the system amperage? _____

(C) Are you aware of any knob and tube wiring in the Property?

(D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

Most of electrical system is very very old and repairs/ upgrades may be necessary

	Yes	No	Unk	N/A
A1				
A2	X			
A3		X		
3a				
3b				
B			X	
C	X			
D				

16. OTHER EQUIPMENT AND APPLIANCES

(A) THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS and must be completed for each item that will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

(B) Are you aware of any problems or repairs needed to any of the following:

Item	Yes	No	N/A	Item	Yes	No	N/A
A/C window units		X		Pool/spa heater		X	
Attic fan(s)		X		Range/oven		X	
Awnings		X		Refrigerator(s)		X	
Carbon monoxide detectors		X		Satellite dish	X		
Ceiling fans 3	X			Security alarm system		X	
Deck(s)		X		Smoke detectors		X	
Dishwasher		X		Sprinkler automatic timer		X	
Dryer		X		Stand-alone freezer		X	
Electric animal fence		X		Storage shed	X		
Electric garage door opener		X		Trash compactor		X	
Garage transmitters		X		Washer		X	
Garbage disposal		X		Whirlpool/tub		X	
In-ground lawn sprinklers		X		Other:		X	
Intercom		X		1.			
Interior fire sprinklers		X		2.			
Keyless entry		X		3.			
Microwave oven		X		4.			
Pool/spa accessories		X		5.			
Pool/spa cover		X		6.			

(C) Explain any "yes" answers in Section 16: _____

17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,":

1. Above-ground or in-ground? _____
2. Saltwater or chlorine? _____
3. If heated, what is the heat source? _____
4. Vinyl-lined, fiberglass or concrete-lined? _____
5. What is the depth of the swimming pool? _____
6. Are you aware of any problems with the swimming pool?
7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

(B) Is there a spa or hot tub on the Property?

1. Are you aware of any problems with the spa or hot tub?
2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17: _____

	Yes	No	Unk	N/A
A				
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B				
B1				
B2				

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

18. WINDOWS

(A) Have any windows or skylights been replaced during your ownership of the Property?

	Yes	No	Unk	N/A
A		X		
B	X			

(B) Are you aware of any problems with the windows or skylights?

Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

Windows were replaced 30 yrs +/- ago and are age appropriate

19. LAND/SOILS

(A) Property

- Are you aware of any fill or expansive soil on the Property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the Property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the Property?
- Have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on the Property?

	Yes	No	Unk	N/A
A1		X		
A2		X		
A3		X		
A4		X		
A5		X		

Note to Buyer: The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and further information on mine subsidence insurance are available through Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

(B) Preferential Assessment and Development Rights

Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

- Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)
- Open Space Act - 16 P.S. §11941, et seq.
- Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)
- Any other law/program:

	Yes	No	Unk	N/A
B1	X			
B2			X	
B3			X	
B4			X	

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the Property.

(C) Property Rights

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the Property):

- Timber
- Coal
- Oil
- Natural gas
- Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:

	Yes	No	Unk	N/A
C1		X		
C2		X		
C3	X			
C4		X		
C5		X		

Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.

Explain any "yes" answers in Section 19:

20. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

- Is any part of this Property located in a wetlands area?
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
- Do you maintain flood insurance on this Property?
- Are you aware of any past or present drainage or flooding problems affecting the Property?
- Are you aware of any drainage or flooding mitigation on the Property?
- Are you aware of the presence on the Property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

	Yes	No	Unk	N/A
A1			X	
A2			X	
A3			X	
A4		X		
A5		X		
A6		X		
A7				X

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Date _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features:

(B) Boundaries

1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?
 - a. If "yes," is there a written right of way, easement or maintenance agreement?
 - b. If "yes," has the right of way, easement or maintenance agreement been recorded?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

	Yes	No	Unk	N/A
B1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3a	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3b	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

Explain any "yes" answers in Section 20(B): The premises has not recently been fully surveyed and marked and matters of survey cannot be guaranteed.

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(A) Mold and Indoor Air Quality (other than radon)

1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
2. If "yes," provide test date and results _____
3. Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(C) Lead Paint

If the Property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

	Yes	No	Unk	N/A
C1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(D) Tanks

1. Are you aware of any existing underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location: A family member has dumped garbage (mainly household type) behind the barn prior to garbage pick up.

	Yes	No	Unk	N/A
E	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(F) Other

1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If "yes," have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

	Yes	No	Unk	N/A
F1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s):

22. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are there any deed restrictions or restrictive covenants that apply to the Property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

3. Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the Property?

	Yes	No	Unk	N/A
A3		X		
B1		X		
B2		X		
B3		X		
C1		X		
C2		X		
D1		X		

(B) Financial

1. Are you aware of any public improvement, condominium or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?

2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale?

3. Are you aware of any insurance claims filed relating to the Property during your ownership?

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?

2. Are you aware of any existing or threatened legal action affecting the Property?

(D) Additional Material Defects

1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

2. After completing this form, if Seller becomes aware of additional information about the Property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection report(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in Section 22: _____

23. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

Seller's Property Disclosure Statement Addendum (PAR Form SDA)

- _____
- _____
- _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

SELLER Michele Lentz DATE 4-11-23
 SELLER _____ DATE _____
 SELLER _____ DATE _____
 SELLER _____ DATE _____
 SELLER _____ DATE _____
 SELLER _____ DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

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

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ (e) Purchaser has (check one below):

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

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

Agent's Acknowledgment (initial)

SLB (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

X Michelle Lambert _____ 4-11-23

Seller _____ Date

Robert Ernst _____ 4-11-23

Agent _____ Date

Purchaser _____ Date

Seller _____ Date

Agent _____ Date

Purchaser _____ 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** 205 FLATWOODS ROAD VANDERBILT PA 15486
2 **SELLER** VICTOR EDWARD VEDELY JR, MARGARET ANN HAYTON, DOLORES M TEAGAN, MICHELE LOUISE GANTNER, JOHN STEPHEN VESELY
3 **BUYER** _____

4 **This Property is (select one):**

- 5 subject to a lease affecting subsurface rights.
- 6 not subject to a lease affecting subsurface rights.

7 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.

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

- 16 (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:
 - 18 Oil _____
 - 19 Gas _____
 - 20 Minerals _____
 - 21 Coal _____
 - 22 Other _____
- 23 (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.
- 24 (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 accepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

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

- 29 (A) Seller is reserving the following oil, gas and/or mineral rights/interests as indicated and is not transferring them to Buyer:
 - 30 Oil _____
 - 31 Gas _____
 - 32 Minerals _____
 - 33 Coal _____
 - 34 Other _____
- 35 This reservation(s) will be executed in its entirety at settlement, unless otherwise indicated.
- 36 (B) Seller's reservation does not apply to domestic free gas and surface damage rights/interests, which are set forth below.
- 37 (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.

40 **3. DOMESTIC FREE GAS**

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

45 **4. SURFACE DAMAGES**

46 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 _____ days (10 if not specified).

52 **Seller's Initials** MG

Buyer's Initials _____ / _____



53 **5. ASSIGNMENT OF LEASES**

54 Seller is aware that the following leases of oil, gas and/or mineral rights/interests have been assigned from the original lessee to an-
55 other entity:

- 56 Oil _____
- 57 Gas _____
- 58 Minerals _____
- 59 Coal _____
- 60 Other _____

61 **6. DOCUMENTATION**

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

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

67 _____
68 _____
69 _____

70 **7. OTHER**

71 _____
72 _____
73 _____
74 _____

75 SELLER Michele Henken _____ DATE 4-11-23 _____

76 SELLER _____ DATE _____

77 SELLER _____ DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

83

84 BUYER _____ DATE _____

85 BUYER _____ DATE _____

86 BUYER _____ DATE _____

1294 1019

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this

28 day of September

, 19 81 , by and between

Victor Vesely and Margaret Vesely,
his wife
R.D.I. Box 149
VANDEBILT, PENNA 15486
William S. Burkland
P.O.Box 73
Lemont Furnace, Penna 15456

hereinafter called Lessor (whether one or more), and

hereinafter called Lessee.

WITNESSETH, that said Lessor, in consideration of the sum of

----- One Thousand Dollars,

the receipt of which is hereby acknowledged, and of the covenants hereinafter contained on the part of said Lessee, to be paid, kept and performed, has granted, demised, leased and let, exclusively unto Lessee, with covenants of general warranty, for the purpose and with the rights of drilling, producing, and otherwise operating for oil and gas, and of laying pipe lines, including collection lines from wells located on nearby properties, and building tanks, roads, stations, and electric power lines, houses for valves, meters, regulators and other appliances, with all other rights and privileges necessary, incident to or convenient for the operation of this land alone and/or jointly with neighboring lands, all that certain tract of land situate in the Township of Franklin County of Fayette State of Pennsylvania, and bounded substantially as follows:
On the North by lands of . . . Swaney, Wm. & Mary Mills
On the East by lands of . . . Wm. & Helen Mills, Smith
On the South by lands of . . . Dunn, Sonneborn
On the West by lands of . . . Brown, Simon
and containing, for the purpose of calculating rentals, (189) One Hundred Eighty Nine acres of land whether actually containing more or less; and part of all of said land is described in that certain deed to Lessor from Mary N. Mc Burney, Widow

dated February 10, 1947
recorded in Deed Book Volume 633 page 263
in the Recorder's Office of said County, it being the intent of Lessor to include all lands owned by the Lessor in said County.

1. It is agreed that this lease shall remain in force for a primary term of (2) Two Years ----- from the date hereof and as long thereafter as the said land is operated by Lessee in the production of oil or gas, ~~or less or~~ ~~containing or making rental payments~~

2. (a) Lessee covenants and agrees to deliver to the credit of Lessor, his heirs or assigns, free of costs, a royalty of one-eighth (1/8) the pit price for all native oil produced and marketed from the leased premises.

(b) Lessee covenants and agrees to pay Lessor as a royalty for the native gas from each and every well drilled on said premises producing native gas, an amount equal to one-eighth of the gross proceeds received from the sale of same at the prevailing price for gas sold at the well, for all native gas saved and marketed from the said premises.

3. If Lessee shall not have begun operations for the commencement of a well on the premises within one year from the date hereof Lessee agrees to pay to the Lessor the sum of \$2,000.00 ---- Dollars annually in advance, commencing one year from this date as a rental for each twelve months such commencement is delayed, subject however to the right of cancellation herein-after granted to Lessee, and it is understood and agreed that the rental as herein-before provided for is the chief consideration until commencement of a well. ~~The commencement of a well shall, however, be and operate as a full liquidation of all rentals thereafter accruing under this provision of this lease during the remainder of the term hereof.~~ In the event of completion of a commercially unproductive well on the premises the Lessee shall be under no obligation to make delay rental payments for a period of one year following the completion of such well, and at the expiration of this rental free period, Lessee may continue to hold this lease for such further term as it may desire, not to exceed the primary term thereof, upon the payment of the rentals above mentioned. Lessee may, at its option, pay rentals quarterly or annually.

4. All payments under this lease shall be made by check mailed to lessor at R.D.I. Box 149 until the Lessee shall have written notice from the Lessor, its heirs or assigns, accompanied by original or certified copies of deeds or other documents as Lessee may require evidencing such change of ownership directing payments to be made otherwise, and any payments made as above until such direction, and thereafter in accordance with such direction shall absolve the Lessee from any liability to any heir or assign of the Lessor. All payments of royalty are to be made according to Lessor's respective interests therein, as hereafter set forth, and this lease shall not be forfeited for Lessee's failure to pay any rentals or royalties until Lessee has received written notice by registered mail of such default and shall fail, for a period of thirty (30) days after receipt of such notice to pay same.

5. FREE GAS. Lessor excepts and reserves a total amount of 500,000 cubic feet of gas annually or such part thereof as Lessor may use each year from the gas that Lessee may hereafter produce or otherwise have available from gas production or gas storage well completed and operated by Lessee hereunder upon the leased premises, which said amount of 500,000 cubic feet of gas per year Lessor shall be entitled to receive free of cost for heat and light in one dwelling house on the leased premises when and as long as Lessee may elect to produce or operate a well for the aforesaid purposes upon the leased premises, by Lessor laying the necessary lines and making connections at Lessor's cost at such point on the demised premises as may be designated by the Lessee, provided said gas is used with economical appliances and is measured by meter furnished by Lessee. The regulation of such gas will

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by regulators furnished by Lessee, placed at a point designated by Lessee, with said gas to be used at Lessor's own risk and Lessee not to be in any way liable for any interruption or insufficient supply of gas for said domestic use caused by pumping stations, breakage of lines or otherwise, and nothing herein shall prevent the Lessee from abandoning any well or wells or pipelines on the leased premises and removing the pipe therefrom at any time.

6. If Lessor's interest in the leased premises is, or shall prove to be less than the entire fee simple estate therein, or if the acreage herein recited is in excess of the true quantity of land in said premises, Lessor covenants and agrees upon demand to refund excess rentals or royalties paid, and the rentals and royalties hereinabove provided shall be paid only in the proportion which the interest therein, if any, owned by the Lessor, and leased hereunder, bears to the entire and undivided fee simple estate therein with full leasing rights.

7. In addition to the covenants of general warranty hereinabove contained, Lessor further covenants and agrees, (a) that if Lessor's title to the leased premises shall come into dispute or litigation, or, if, in the judgment of Lessee, there are bona fide adverse claims to the rentals or royalties hereinabove provided for, then Lessee, at its option, may withhold the payment of said rentals or royalties until final adjudication or other settlement of such dispute, litigation, claim or claims; and (b) that Lessee, at its option, may pay and discharge any taxes, mortgages or other lien or liens, existing, levied, assessed or which may hereafter come into existence or be levied or assessed on or against the leased premises, and, in the event it exercises such option, Lessee shall be subrogated to the lien and any and all rights of any holder or holders thereof, and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien or liens, any rental or royalty accruing hereunder.

8. If and when drilling or other operations hereunder are delayed or interrupted by lack of water, labor or materials, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, rule, regulation, requisition or necessity of the government, or as the result of any other cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such Law, Order, Rule or Regulation.

WITHIN ONE YEAR

9. Lessee shall have the right at any time during the term of this lease or after the expiration or termination thereof to remove all machinery, fixtures, pipe lines, houses, buildings, and other structures placed on said premises, including the right to pull and remove all casing and tubing.

10. If the Lessee shall begin operations for the commencement of a well during the term of this lease or any extension thereof, the Lessee shall then have the right to complete the drilling of such wells, and if oil or gas or either of them be found in paying quantities, this lease shall continue and be in force and with like effect as if such well had been completed within the term first herein mentioned.

11. Lessee shall have the right to assign this lease or any interest or any portion of the acreage covered hereby in which last event Lessee shall be liable only for royalties accruing from operations on the acreage retained by it, and liable only for such proportions of the rentals due hereunder as the acreage retained by Lessee bears to the entire acreage covered hereby, and the assignee of Lessee shall have corresponding rights, privileges, and obligations with respect to said royalties and rentals as to the acreage assigned to it.

~~12. Lessee shall upon completion of the first productive well upon said premises make a diligent effort to obtain a pipeline connection to the well and shall not be counted against the Lessor provided Lessee shall assume the cost of such connection and shall pay for the same in quarterly periods beginning one year from the date that the first productive well shall be completed and shall not be counted against the Lessor.~~

W.S.B.
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13. If any well or wells, on the leasehold or acreage unitized therewith, are capable of producing gas and/or oil and are shut-in, for any reason whatsoever, and no gas and/or oil is produced, Lessee covenants and agrees to pay, and Lessor agrees to accept, a royalty at the rate of Two Hundred Fifty Dollars -----, quarterly in advance, beginning ninety (90) days from the date any well or wells are shut-in and each three months thereafter during the shut-in period to be applied against future royalties. In the event of a unit development, as hereinafter described, this same amount will be distributed to the unit members according to their percentage of interest.

14. Lessee may, at any time during the term hereof, cancel and surrender this lease, as a whole; or any portion thereof, and be relieved of any and all obligations, payments and liabilities thereafter to accrue as to the whole of the leased premises, or as to that portion thereof so surrendered by the mailing of a notice and a check covering all rentals, if any, due up to the date of such cancellation or surrender.

15. It is agreed that said Lessee may drill or not drill on said land as it may elect, and the consideration and rentals paid and to be paid hereunder constitute adequate compensation for such privilege.

16. Lessor hereby grants to Lessee the exclusive right of installing and operating oil and gas collection pipelines and Lessor agrees to specifically exclude this provision from any rights-of-way granted to others by Lessor in the future, or for as long as this lease is in full force and effect.

W.S.B.
H.E.U.
m.w.

17. No well shall be drilled by Lessee within 200 feet of any dwelling house or barn now on said premises, except by consent of Lessor.

Prior to the commencement of drilling operations on any well, Lessee shall submit a well location survey plot that plainly shows the well site, and drilling operations shall commence only upon approval of lessor in writing, which approval shall not be unreasonably withheld.

18. The leased premises may be fully and freely used by Lessor for any purpose, excepting such parts as are used by Lessee in operation hereunder.

19. Lessee shall pay Lessor for all damages to growing crops, fences or trees caused by Lessee's operations and shall bury all permanent pipelines below plow depth through cultivated areas upon request of Lessor or within a reasonable length of time thereafter.

20. Lessee agrees to submit to Lessor a Map of any proposed pipeline prior to construction thereof for Lessor's approval, which approval, again, shall not be unreasonably withheld.

21. This instrument shall be executed in duplicate each copy having the same validity as if the original. Should any one or more of the parties named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor.

~~22. In the event that gas produced under this lease is injected back into the ground for the purpose of adding pressure for oil recovery on a well or wells covered, either under this or other nearby leases, or on other associated leases, said gas will be metered and Lessee agrees to pay Lessor the prescribed royalty at the prevailing rate paid by the Peoples Natural Gas Company — the same as though the gas were being turned into their pipelines.~~

W.S.B.
H.E.U.
m.w.

However, such royalty so paid will be deducted from royalty payments otherwise due at such time as the stored gas is reproduced from the well and turned into the gas company's pipelines. In addition, Lessee has the right to inject casing head gas from any oil wells located on this lease, or nearby leases, into any well developed under this lease; such gas will inure to the benefit of Lessor and will be purchased when withdrawn in future along with native gas into a pipeline. It is also understood and agreed that casing head gas from an oil well shall not be considered native gas under this lease and shall not be eligible for royalty payment when withdrawn from an oil well as such gas is normally flared off and wasted.

MSB
J.E.
Mw

23. Lessee shall have the exclusive rights (called storage rights) to use any well which may be located on the leased premises and any stratum or strata underlying the surface of the above described lands (except potable water strata and workable coal strata) for the purposes of injecting, storing, holding in storage and removing any kind of gas from whatever source obtained; and Lessee may, for these purposes, re-open and restore to operation any and all abandoned wells on said premises or drill new wells thereon. It is understood that a well need not be located on the leased premises to permit storage of gas. Lessee shall be the sole judge as to the amount of gas being stored within the leased premises, and Lessee's determination in respect thereto shall be final and conclusive. As full compensation for storage rights herein granted and in lieu of all delay rentals or royalties due, or to become due, on the production or removal of stored gas from the leased premises, Lessee agrees to pay Lessor an annual rental, proportionate to Lessor's percentage of total storage area and equal to one quarter of the income received by the Lessee pro-rated to Lessor's storage capacity, commencing with the date of first utilization of any such stratum or strata for gas storage purposes and for as long thereafter as any such stratum or strata be so utilized, such annual rental to be paid within three months after the commencement of each annual period of utilization for storage purposes.

24. Lessor hereby grants to Lessee the right to consolidate the leased premises or any part or parts thereof with other lands to form an oil or shallow gas (less than 4,000 feet) development unit of not more than sixty acres, or a deep gas (where the producing strata are 4,000 feet or more below ground level) development unit of not more than six hundred and forty acres, for the purpose of drilling a well or wells thereon, but Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises shall nevertheless be deemed to be located on the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease, to the same effect as if all the lands comprising said unit were described in and subject to this lease. Lessor, however, agrees to accept that proportion of such 1/8 royalty or shut-in gas and/or oil royalty which Lessor's acreage in the oil and/or gas development unit bears to the total number of acres in said development unit; and Lessor further agrees that the free gas privilege, hereinbefore described in Paragraph 5, does not apply to any Lessor whose participation in a development unit consists of less than five (5) acres.

25. It is expressly understood between the parties that the Lessee shall have sole discretion, jurisdiction and control over the operation of the oil and gas facilities developed under this lease including the rate of production and conditions of sale of any and all gas, natural gas and/or oil captured or developed under this lease.

26. This lease agreement shall be entered under and be subject to the relevant laws of the Commonwealth of Pennsylvania. It is expressly understood that the entire contract between the parties is contained herein, that no one is or shall be authorized to alter the terms hereof by parole statements and any amendments, addendums or alterations of the terms herein shall be effective only when reduced to writing and duly executed by the parties. In addition this lease will replace in its entirety any oil and gas lease entered into by the parties hereto prior to the date of this lease and the terms and conditions of such previous lease are hereby declared null and void and of no current effect.

27. IT IS FURTHER AGREED THAT THIS LEASE MAY BE ASSIGNED ONLY WITH THE WRITTEN CONSENT OF LESSOR.

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J.E.
Mw

All the terms, conditions, limitations and covenants herein contained shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, successors, personal representatives and assigns, but no representations other than those herein contained shall be binding on either party.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Victor E. Vesely
Margaret Vesely



1294 1022

State of Pennsylvania }
County of Fayette } ss.

On this, the 28th day of September, 1981, before me

Gloria J. Laugherty

the undersigned officer, personally appeared Victor E. Vesely

Vesely

known to me (or satisfactorily proven) to be the persons . . . whose names . . . subscribed to the within instrument, and acknowledged that . . . they . . . executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Gloria J. Laugherty 
Notary Public

Title of Officer

My Commission Expires 4/2/83

For value received, hereby sell, assign, transfer and set over unto

all right, interest and claim in and to the within lease.

1294-1019

RECORDED

NO. Oct 2 11 42 AM '81

Oil and Gas Lease

RECORDER
FAYETTE COUNTY

MD-111

UU-161

q/w TO WB-174

Date

No. Acres

LOCATION:

FAYETTE

County.

Record for Record October 2 19 81

Recorded October 2 19 81

in Deed Book No. 1294 page 1019

Paul J. Williams
Recorder



250 14 PAID
10/19/83
250 SRMT 4/1/84
EEZ#
1105#

1325 373

EXTENSION OF LEASE

We the undersigned Victor Vesely and Margaret Vesely, his wife of R.D. 1, Box 149, Vanderbilt, Penna. 15486. Hereby extend the primary term of that Oil and Gas Lease granted by us to William S. Burkland P.O. box 73 Lemont Furnace, Penna. 15456. on September 28, 1981. and recorded in Fayette County Deed Book Volume 1294, Page 1019. For an additional Two(2) years under the same terms and conditions contained therein with the exception that the delay rental payments as outlined in that lease will be changed to One Thousand (\$1,000.00) Dollars per annum. It is understood and agreed that the extension of said primary term will end September 28, 1985. In witness whereof, the parties hereto set their hands and seals this 8 day of August, 1983.

Franklin Tp 189 ACRES

Victor Vesely Victor Vesely 101

Margaret Vesely Margaret Vesely 111

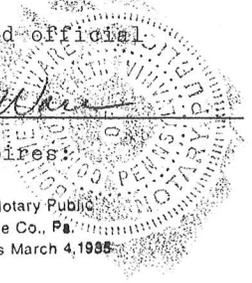
William S. Burkland William S. Burkland 174

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF FAYETTE :

BEFORE ME, the undersigned officer, personally appeared Victor Vesely, Margaret Vesely and William S. Burkland, personally known to me or satisfactorily proven to be the parties to this agreement, and acknowledged that they have executed the same for the purposes contained therein and desired the same be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8 day of August, 1983.

Bonnie J. Ware
Notary Public
My Commission Expires:
BONNIE J. WARE, Notary Public
Uniontown, Fayette Co., Pa.
My commission expires March 4, 1985



Mail P&G 73
Uniontown Furnace Pa

STATE OF PENNSYLVANIA
COUNTY OF FAYETTE
Recorded on 19th day of August A. D. 1983
in the Recorder's Office of said county in Deed
Book Vol. 1325 page 373 (less under my hand
and the seal of said office this day written
Harry Williams Recorder of Deeds

X-1400
1400

RECORDED
1325 - 373
AUG 19 12 37 PM '83
HARRY WILLIAMS
RECORDER
FAYETTE COUNTY