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SELLER DISCLOSURE FORM
IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

Seller Initials RQ LQ

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____ _____

WPML LISTING # 1272807
08/2016 REVISED

SELLER INFORMATION

Seller(s) Name(s): Robert J Quarture, Leigh Ann Quarture

Property Address (Mailing Address and Municipality of Property) (hereinafter referred to as the "Property"):
421-423 Georgetown Road, Lawrence, PA 15055

Approximate age of Property: 80 YEARS Years Seller has owned Property: 23 YEARS

NOTICE TO PARTIES

A Seller must comply with the Seller Disclosure Law and disclose to a Buyer all known material defects about the Property being sold that are not readily observable. This document must be completed by the Seller and each page initialed by the Buyer and Seller following their review. This Disclosure Statement is designed to assist the Seller in complying with disclosure requirements and to assist the Buyer in evaluating the Property being considered. This form is to be completed by every non-exempt Seller, even if the Seller does not occupy or never occupied the property. The compliance provisions are generally described in paragraphs 19 and 21 below.

The Real Estate Seller Disclosure Law requires that before an Agreement of Sale is signed, the Seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. 68. P.S. §7301 et seq. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant, or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. The law defines a number of exceptions where the disclosures do not have to be made, and these exceptions are as follows:

1 Transfers that are the result of a court order.
2 Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3 Transfers from a co-owner to one or more other co-owners.
4 Transfers made to a spouse or direct descendant.
5 Transfers between spouses that result from divorce, legal separation, or property settlement.
6 Transfers by a corporation, partnership, or other association to its shareholders, partners, or other equity owners as part of a plan of liquidation.
7 Transfer of a property to be demolished or converted to non-residential use.
8 Transfer of unimproved real property.
9 Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship, or trust.
10 Transfers of new construction that has never been occupied when:
   a The buyer has a warranty of at least one year 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.

Except where these exceptions apply, the Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law as they may be amended and is required to make disclosures in accordance with the provisions of the Law. Although there are exceptions to the requirements of the Seller Disclosure Law, certain disclosures may still be required under Common Law.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by the Seller and **is not a substitute for any inspections or warranties** that the Buyer may wish to obtain. This Statement is not a warranty of any kind by the Seller or a warranty or representation by the West Penn Multi-List, Inc., any listing real estate broker, any selling real estate broker, or their agents. The Buyer is encouraged to address concerns about any condition of the Property that may not be included in this statement with the Seller and/or by and through an appropriate inspection. This Statement does not relieve the Seller of the obligation to disclose a material defect that may not be addressed on this form.

This form is intended to assist Sellers in complying with the disclosure requirements and/or to assist Buyers in evaluating the property being considered. As such, certain information may be beyond the basic disclosure requirements found in the Law. A Seller who wishes to review the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. In any event, Seller(s) must disclose all known material defects with the property.

If an item of information is unknown or not available to Seller and Seller has made an effort to ascertain it, Seller may make a disclosure based on the best information available provided it is identified as a disclosure based on an incomplete factual basis.

A material defect is an issue/problem with the residential real Property or any portion of it that would have a significant adverse impact on the value of the residential real Property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND OR PROPERTY. The fact that a structural element, system, or subsystem is near, at, or beyond the normal useful life of such structural element, system, or subsystem is not by itself a material defect. When completing this form, **check "yes," "no," "unknown (unk)," or "not applicable (N/A)" for each question.** If a question does not apply to the property, "N/A" should be selected. "Unknown (unk)" should only be checked when the question does apply to the property but the Seller is uncertain of the answer.

1. SELLER'S EXPERTISE

	Yes	No	
a		✓	(a) Does the 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	✓		(b) Is the Seller the landlord for the property?
c		✓	(c) Is the Seller a real estate licensee?

Explain any "yes" answers in section 1: _____

2. IDENTITY OF INDIVIDUAL COMPLETING THIS DISCLOSURE

	Yes	No	Unk	Is the individual completing this form:
1	✓			1. The Owner
2		✓		2. The Executor/trix of an Estate
3		✓		3. The Administrator of an Estate
4				4. The Trustee
5		✓		5. An individual holding Power of Attorney

3. OWNERSHIP OCCUPANCY

	Yes	No	Unk	
a		✓		(a) Do you, the Seller, currently occupy this Property? If "no," when did you last occupy the Property? 1999 (Year)
b	✓			(b) Is the Property zoned for single family residential use?
c		✓		(c) Will a Certificate of Occupancy be required by the municipality and/or government unit?
d	✓			(d) Are you aware of any pets having lived in the house or other structures during your ownership?
e	✓			(e) If the Seller was not the most recent occupant of the property, when did the Seller last occupy the property? 1999
f	✓			(f) When was the property purchased by Seller? NOVEMBER 22, 1993
g	✓			(g) Are you aware of the Zoning Classification? If "yes," what is the Zoning Classification? C3 VILLAGE COMMERCIAL

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Seller Initials RQ YGC **WPML SELLER DISCLOSURE STATEMENT** _____ _____ Buyer Initials

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4. ROOF & ATTIC

	Yes	No	Unk
a	✓		
b			
c		✓	
d		✓	

Explain any "yes" answers by including specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary. Please also provide all available documentation related to the issues with the roof, including repair efforts or problems.

(a) Date roof was installed: APRIL 2016 Do you have documentation? ✓ Yes _____ No

(b) Has the roof been replaced, repaired, or overlaid during your ownership?

(c) Has the roof ever leaked during your ownership?

(d) Do you know of any current or past problems with the roof, attic, gutters, or downspouts?

ROOF WAS COMPLETELY REPLACED IN APRIL 2016.

5. SUMP PUMPS, BASEMENTS, GARAGES, AND CRAWL SPACES

	Yes	No	Unk	N/A
a		✓		
b		✓		
c		✓		
d				✓
e				✓
f	✓			
g		✓		
h		✓		
i		✓		

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted on the lines below, or a more detailed summary may be attached.

(a) Does the Property have a sump pump, or grinder pump?

(b) Does the property have a sump pit? If so, how many? _____ Where are they located? _____

(c) Are you aware of sump pumps ever being required to be used at this property?

(d) If there is a sump pump at this address, is the sump pump in working order?

(e) To your knowledge, if there is a sump pump, has the sump pump been required to operate for any length of time?

(f) Are you aware of any water leakage, accumulation, or dampness within the basement, garage, or crawl space?

(g) Do you know of any repairs or other attempts to control any water or dampness problem(s) in the basement, garage, or crawl space?

(h) Are the downspouts or gutters connected to a public system?

(i) Does the property have a grinder pump? If so, how many? _____ Where are they located? _____

6. TERMITES, WOOD-DESTROYING INSECTS, DRY ROT, PESTS

	Yes	No	Unk
a		✓	
b		✓	
c		✓	
d		✓	

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

(a) Are you aware of any termites/wood-destroying insects, dry rot, or pests affecting the property?

(b) Are you aware of any damage to the property caused by termites, wood-destroying insects, dry rot, or pests?

(c) Is the property currently under contract by a licensed pest control company?

(d) Are you aware of any termite, pest control reports, or treatments to the property?

For purposes of this section, the reference to "pest" is to any insect, rodent, or other creature that has caused damage to, infiltrated and/or threatened to damage the property.

7. STRUCTURAL ITEMS

	Yes	No	Unk
a		✓	
b		✓	
c		✓	
d		✓	
e		✓	
f	✓		
g		✓	
h		✓	
i		✓	

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

(a) Are you aware of any past or present water leakage in the house or other structure in areas other than the roof, basement, and/or crawl spaces?

(b) Are you aware of any past or present movement, shifting, infiltration, deterioration, or other problem with walls, foundations, or other structural components?

(c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the Property?

(d) Have there been any repairs or other attempts to remedy or control the cause or effect of any defects or conditions described above?

(e) Are you aware of any problem with the use or operation of the windows?

(f) Are you aware of defects (including stains) in flooring or floor coverings?

(g) Has there ever been fire damage to the Property?

(h) Are you aware of any past or present water or ice damage to the Property?

(i) Is the property constructed with an exterior insulating finishing system (known as "EIFS"), such as synthetic stucco, dryvit, or other similar material?
If "yes," provide the installation date: _____

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8. ADDITIONS/REMODELING

	Yes	No	Unk
a		✓	

(a) Have you made any additions, structural changes, or other alterations to the property during your ownership?

If "yes," list additions, structural changes, or alterations	Approximate date of work	Were permits obtained?	Were final inspections/approvals obtained (Yes/No/Unknown)

Note to Buyer: The PA Construction Code Act. 35 P.S.§7210.101 et. seq. (effective 2004), and local codes establish standards for building or altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changes made by prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.

b (b) Did you obtain all necessary permits and approvals and was all work in compliance with building codes?

c (c) Did any former owners of the Property make any additions, structural changes, or other alterations to the Property?

If "yes," please identify the work that was done and indicate whether all necessary permits and approvals were obtained along with compliance with building codes: _____

9. WATER SUPPLY

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair(s) or remediation efforts, on the lines below:

A	Yes	No	Unk	N/A	
1	✓				(A) Source 1. Public Water
2					2. A well on the property
3					3. Community Water
4				✓	4. No Water Service (explain): _____
5					5. Other (explain): _____
B					(B) Bypass valve (for properties with multiple water sources)
1		✓			1. Does your water source have a bypass valve?
2					2. If "yes," is the bypass valve working?
C					(C) General
1		✓			1. Does the property have a water softener, filter, or other type of treatment system?
					If you do not own the system, explain: _____
2		✓			2. Have you ever experienced a problem of any nature with your water supply?
					If "yes," please explain: _____
3				✓	3. If the property has a well, do you know if the well has ever run dry?
4		✓			4. Is there a well on the property not used as the primary source of drinking water?
5		✓			5. Is the water system on this property shared?
6		✓			6. Are you aware of any leaks or other problems, past or present, related to the water supply, pumping system, well, and related items?
					If "yes," please explain: _____
7		✓			7. Are you aware of any issues/problems with the water supply or well as the result of drilling (for oil, gas, etc.) on the property?
8		✓			8. Are you aware of any issues/problems with the water supply or well as the result of drilling (for possible oil and gas or any other substance) on any surrounding properties?
9				✓	9. If your drinking water source is not public: When was your water last tested? Date _____
a				✓	(a) Was the test documented?
b				✓	(b) What was the result of the test? _____

10. SEWAGE SYSTEM

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

A	Yes	No	Unk	N/A	
1		✓			(A) What is the type of sewage system? 1. Public Sewer
2		✓			2. Individual on-lot sewage system
3		✓			3. Individual on-lot sewage system in proximity to well
4		✓			4. Community sewage disposal system
5					5. Ten-acre permit exemption
6		✓			6. Holding tank
7		✓			7. Cesspool
8	✓				8. Septic tank
9					9. Sand mound
10					10. None
11					11. None available/permit limitations in effect
12		✓			12. Other. If "other," please explain: _____

***Note to Seller and Buyer:** If this Property is not serviced by a community sewage system, The Pennsylvania Sewage Facilities Act requires disclosure of this fact and compliance with provisions of the Act. A Sewage Facilities Disclosure of the type of sewage facility must be included in every Agreement of Sale.*

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10. SEWAGE SYSTEM (continued)

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

	Yes	No	Unk	N/A	
B					(B) Miscellaneous
1		✓			1. Is there a sewage pump?
2				✓	2. If there is a sewage pump, is the sewage pump in working order?
3	✓				3. When was the septic system, holding tank, or cesspool last serviced? 2013
4	✓				4. Is the sewage system shared? If "yes," please explain: ONE SEPTIC TANK SERVICES BOTH SIDES OF THE DUPLEX.
5		✓			5. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? If "yes," please explain: _____

11. PLUMBING SYSTEM

	Yes	No	Unk	
A				(A) Type of plumbing:
1				1. Copper
2		✓		2. Galvanized
3		✓		3. Lead
4		✓		4. PVC
5		✓		5. Polybutylene pipe (PB)
6		✓		6. Mixed
7		✓		7. Other. If "other," please explain: _____
B				(B) Known problems
1		✓		1. Are you aware of any problems with any of your plumbing fixtures (including but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)? If "yes," please explain: _____

12. DOMESTIC WATER HEATING

	Yes	No	Unk	
A				(A) Type of water heating:
1				1. Electric
2	✓			2. Natural Gas
3		✓		3. Fuel Oil
4				4. Propane
5		✓		5. Solar
6		✓		6. Summer/Winter Hook-Up
7				7. Other. If "other," please explain: _____
B				(B) Known problems and age
1		✓		1. Are you aware of any problems with any water heater or related equipment? If "yes," please explain: _____
2	✓			2. If a water heater is present, what is its age? 421 GEORGETOWN RD - 4 YEARS OLD 423 GEORGETOWN RD. - 3 YEARS OLD

13. AIR CONDITIONING SYSTEM

	Yes	No	Unk	
A	✓			(A) Type of air conditioning:
1		✓		1. Central electric
2		✓		2. Central gas
3		✓		3. Wall Units
4			✓	4. None
5			✓	5. Number of window units included in sale: _____ Location(s): _____
6			✓	6. List any areas of the house that are not air conditioned: _____
7		✓		7. Age of Central Air Conditioning System: _____ Date last serviced, if known: 2011
8				8. Are you aware of any problems with any item in this section? If "yes," explain: _____ Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

14. HEATING SYSTEM

	Yes	No	Unk	
A		✓		(A) Type(s) of heating fuel(s) (check all that apply):
1		✓		1. Electric
2		✓		2. Fuel Oil
3	✓			3. Natural Gas
4		✓		4. Propane
5		✓		5. Coal
6		✓		6. Wood
7		✓		7. Pellet
8				8. Other. If "other," please explain: _____
9		✓		9. Are you aware of any problems with any item in this section? If "yes," please explain: _____
B				(B) Type(s) of heating system(s) (check all that apply):
1	✓			1. Forced Hot Air
2		✓		2. Hot Water
3		✓		3. Heat Pump
4		✓		4. Electric Baseboard

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14. HEATING SYSTEM (continued)

	Yes	No	Unk	
5		✓		5. Steam
6		✓		6. Wood Stove (How many? _____)
7		✓		7. Other
C			✓	(C) Age of Heating System: _____
D	✓			(D) Date last serviced, if known: 2016
E		✓		(E) List any areas of the house that are not heated: NONE
F		✓		(F) Are there any fireplaces? How many? _____
1				1. Are all fireplace(s) working?
2				2. Fireplace types (woodburning, gas, electric, etc.)? _____
3				3. Were the fireplaces installed by a professional contractor or manufacturer's representative?
G	✓			(G) Are there any chimneys (from a fireplace, water heater, or any other heating system)?
1	✓			1. How many chimney(s)? 1 When were they last cleaned? UNKNOWN
2	✓			2. Are the chimney(s) working? YES If "no," explain: _____
H		✓		(H) Are you aware of any heating fuel tanks on the Property?
1				1. If "yes," please describe the location(s), including underground tank(s): _____
2				2. If you do not own the tank(s), explain: _____
I		✓		(I) Are you aware of any problems or repairs needed regarding any item in this section? If "yes," please explain: _____

15. ELECTRICAL SYSTEM

	Yes	No	Unk	
A				(A) Type of electrical system:
1		✓		1. Fuses
2	✓			2. Circuit Breakers - How many amps? UNKNOWN
3		✓		3. Are you aware of any knob and tube wiring in the home?
4		✓		4. Are you aware of any problems or repairs needed in the electrical system?
				If "yes," please explain: _____

16. OTHER EQUIPMENT AND APPLIANCES WHICH MAY BE INCLUDED IN SALE (COMPLETE WHERE APPLICABLE):
This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. 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.

	Yes	No	Unk	
A		✓		(A) Electric garage door opener. Number of transmitters: _____
1				1. Are the transmitters in working order?
B		✓		(B) Keyless entry?
1				1. Is the system in working order?
C	✓			(C) Smoke detectors? How many? 4
1				1. Location of smoke detectors: 1 IN EACH KITCHEN 1 IN EACH UPPER STAIRWELL
D		✓		(D) Carbon Monoxide and/or other detectors? Identify other types of detectors, if applicable, and their location(s): _____
E		✓		(E) Security Alarm system?
1				1. If "yes," is system owned?
2				2. Is system leased? If system is leased, please provide lease information: _____
F		✓		(F) Lawn sprinkler system?
1				1. Number of sprinklers: _____ Automatic timer?
2				2. Is the system in working order?
G		✓		(G) Swimming Pool?
1				1. Is it in ground?
2				2. Is it out of ground?
3				3. Other (please explain): _____
4				4. Pool heater?
5				5. In working order?
6				6. Pool cover?
7				7. List all pool equipment: _____
H		✓		(H) Spa/Hot Tub/Whirlpool Tub/Other similar equipment? Explain: _____
1				1. Are there covers available?
I		✓		(I) Refrigerator?
J		✓		(J) Range/Oven?
K		✓		(K) Microwave?
L		✓		(L) Convection Oven?
M		✓		(M) Dishwasher?
N		✓		(N) Trash Compactor?
O		✓		(O) Garbage Disposal?
P		✓		(P) Freezer?
Q				(Q) Are the items in this sections (H) – (P) in working order? If "no," please explain: _____
1				1. Please also identify the location if these items are not in the kitchen. _____

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16. OTHER EQUIPMENT AND APPLIANCES WHICH MAY BE INCLUDED IN SALE (COMPLETE WHERE APPLICABLE) (continued):

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. 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.

	Yes	No	Unk	
R		✓		(R) Washer?
1				1. Is it in working order?
S		✓		(S) Dryer?
1				1. Is it in working order?
T		✓		(T) Intercom system?
1				1. Is it in working order?
U	✓			(U) Ceiling fans? Number of ceiling fans 4
1	✓			1. Are they working order?
2				2. Location of ceiling fans: 421 GEORGETOWN RD - 1 IN BEDROOM, 423 GEORGETOWN RD. - 1 IN KITCHEN, 1 IN EACH BEDROOM
V		✓		(V) Awnings?
W		✓		(W) Attic Fan(s)
X		✓		(X) Exhaust Fans?
Y	✓			(Y) Storage Shed?
Z		✓		(Z) Deck?
AA		✓		(AA) Any type of invisible animal fence?
BB		✓		(BB) Satellite dish?
CC		✓		(CC) Describe any equipment, appliance or items not listed above: _____
DD		✓		(DD) Are any items in this section in need of repair or replacement? If "yes," please explain: _____

17. LAND (SOILS, DRAINAGE, SINKHOLES, AND BOUNDARIES)

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

	Yes	No	Unk	
A		✓		(A) Are you aware of any fill or expansive soil on the Property?
B		✓		(B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or that affect the Property?
C	✓			(C) Are you aware of any existing or proposed mining, strip mining, or any other excavations that might affect this Property? THERE EXISTS A MINE BELOW THE PROPERTY THAT IS CLOSED
D				(D) Do you currently have a flood insurance policy on this property?

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 INFORMATION ON MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH: DEPARTMENT OF ENVIRONMENTAL PROTECTION, MINE SUBSIDENCE INSURANCE FUND, 25 TECHNOLOGY DRIVE, CALIFORNIA TECHNOLOGY PARK, COAL CENTER, PA 15423, 1-800-922-1678 OR 724-769-1100.

	Yes	No	Unk	
E		✓		(E) To your knowledge, is the Property, or part of it, located in a flood zone or wetlands area?
F		✓		(F) Do you know of any past or present drainage or flooding problems affecting the Property or adjacent properties?
G		✓		(G) Do you know of encroachments, boundary line disputes, rights of way, or easements?

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 the 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.

H	✓			(H) Are you aware of any shared or common areas (i.e., driveways, bridges, docks, walls, etc.) or maintenance agreements? BOTH SIDES OF DUPLEX SHARE SIDEWALK AND YARD
I		✓		(I) Do you have an existing survey of the Property?
				If "yes," has the survey been made available to the Listing Real Estate Broker?
J	✓			(J) Does the Property abut a public road?
				If not, is there a recorded right-of-way and maintenance agreement to a public road?
K		✓		(K) Is the Property, or a portion of it, preferentially assessed for tax purposes or subject to limited development rights?
				If "yes," check all that apply:
1				1. Farmland and Forest Land Assessment Act - 72 P.S. § 5490.1 et seq. (Clean and Green Program)
2				2. Open Space Act - 16 P.S. § 11941 et seq.
3				3. Agricultural Area Security Law - 3 P.S. § 901 et seq. (Development Rights)
4				4. Other: _____
L		✓		(L) Has the property owner(s) attempted to secure mine subsidence insurance?
M		✓		(M) Has the property owner(s) obtained mine subsidence insurance? Details: _____
N		✓		(N) Are you aware of any sinkholes that have developed on the property?
O		✓		(O) Do you know the location and condition of any basin, pond, ditch, drain, swell, culvert, pipe, or other man-made feature of land that temporarily or permanently conveys or manages stormwater for the property?
P				(P) If the answer to subparagraph (O) above is "yes:"
1				1. Is the owner of the property responsible for the ongoing maintenance of the stormwater facility?
2				2. Is the maintenance responsibility with another person or entity?

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Seller Initials RQ [illegible] **WPML SELLER DISCLOSURE STATEMENT** _____ _____ Buyer Initials

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17. LAND (SOILS, DRAINAGE, SINKHOLES, AND BOUNDARIES) (continued)

	Yes	No	Unk
Q		✓	

(Q) If the maintenance responsibility referenced in subparagraph (P) above is with another person or entity, please identify that person or entity by name and address, and also identify any documents the Owner believes establish this maintenance responsibility.

_____

_____

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. Explain any "yes" answers in this section: _____

_____

18. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

	Yes	No	Unk	N/A	
A		✓			(A) Are you aware of any underground tanks (other than home heating fuel or septic tanks disclosed above)?
B		✓			(B) Are you aware of any past or present hazardous substances present on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs), etc.?
C		✓			(C) Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
D		✓			(D) Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
E		✓			(E) Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?
F		✓			(F) Are you aware of any dumping on the Property?
G		✓			(G) Are you aware of the presence of an environmental hazard or biohazard on your property or any adjacent property?
H		✓			(H) Are you aware of any tests for radon gas that have been performed in any buildings on the Property?

DATE | TYPE OF TEST | RESULTS (picocuries/liter or working levels) | NAME OF TESTING SERVICE

_____ | _____ | _____ | _____

_____ | _____ | _____ | _____

I		✓		(I) Are you aware of any radon removal system on the Property? If "yes," list date installed and type of system, and whether it is in working order below:

DATE INSTALLED | TYPE OF SYSTEM | PROVIDER | WORKING ORDER Yes | WORKING ORDER No

_____ | _____ | _____ | |

_____ | _____ | _____ | |

J		✓		(J) If Property was constructed, or if construction began before 1978, you must disclose any knowledge of lead-based paint on the Property. Are you aware of any lead-based paint or lead-based paint hazards on the Property?
1				1. If "yes," explain how you know of them, where they are, and the condition of those lead-based paint surfaces: _____
K		✓		(K) If Property was constructed, or if construction began before 1978, you must disclose any reports or records of lead-based paint or lead based paint hazards on the Property. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?
1				1. If "yes," list all available reports and records: _____
L				(L) Are you aware of testing on the Property for any other hazardous substances or environmental concerns?
M		✓		(M) Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in this section: _____

_____

Details: _____

_____

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination, lead-based paint, or other environmental concerns. If mold contamination, indoor air quality, lead-based paint, or any other type of environmental issue is a concern, Buyers are encouraged to engage the services of a qualified professional to do testing. Information on environmental issues 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.

19. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE)

A	Yes	No	Unk	
1				(A) Please indicate whether the property is part of a: 1. Condominium Association
2				2. Cooperative Association
3				3. Homeowners Association or Planned Community
4				4. Other: If "other," please explain: _____

NOTICE TO BUYER: Notice regarding condominiums, cooperatives, and homeowners' associations: According to Section 3407 of the Uniformed Condominium Act (68 Pa.C.S.§3407) (Relating to resales of units) and 68 Pa. C.S.§4409 (Relating to resales of cooperative interests) and Section 5407 of the Uniform Planned Community Act (68 Pa.C.S.A. 5407), a Buyer of a resale Unit must receive a Certificate of Resale issued by the Association. The Buyer will have the option of canceling the Agreement with return of all deposit moneys until the Certificate has been provided to the Buyer and for five days thereafter or until conveyance, whichever occurs first. The Seller must be sure the Buyer receives a Resale Certificate. In addition, 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 in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees, or similar one-time fees in addition to regular monthly 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 (5) days thereafter or until conveyance, whichever occurs first.

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19. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE) (continued)

	Yes	No	Unk	
B				(B) Damages/Fees/Miscellaneous Other
1				1. Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability?
2				2. Do you know of any condition or claim which may result in an increase in assessments or fees?
3				3. What are the current fees for the Association(s)? _____
4				4. Are the Association fees paid: Monthly ☐ Quarterly ☐ Annually ☐ Other ☐
5				5. Are there any services or systems that the Association or Community is responsible for supporting or maintaining?
6				6. Is there a capital contribution or initiation fee? If so, how much is said fee? _____

If your answer to any of the above is "yes," please explain each answer: _____

20. MISCELLANEOUS

	Yes	No	Unk	
A		✓		(A) Are you aware of any existing or threatened legal action affecting the Property?
B		✓		(B) Do you know of any violations of federal, state, or local laws or regulations relating to this Property?
C		✓		(C) 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 that remain uncorrected?
D		✓		(D) Are you aware of any judgment, encumbrances, lien (for example, comaker or equity loan), or other debt against this Property that cannot be satisfied by the proceeds of this sale?
E		✓		(E) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the Property?
F		✓		(F) Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

A material defect is an issue/problem with the Property or any portion of it that would have significant adverse impact on the value of the residential real Property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND. The fact that a structural element, system, or subsystem is near, at, or beyond the normal useful life of such structural element, system, or subsystem is not by itself a material defect.

G		✓		(G) Are you aware if the sale of this property would be subject to the provisions of the Foreign Investment in Real Property Tax Act, 26 U.S.C. §1445, as may be amended, which provides that a Buyer must withhold ten (10%) percent of the amount realized by a foreign Seller from the sale of an interest in U.S. Real Property? If the Seller is a foreign person and the Buyer fails to withhold this amount, the Buyer may be held liable for the tax.
H		✓		(H) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?
I		✓		(I) Are you aware of any insurance claims filed relating to the Property?
J		✓		(J) Is there any additional information that you feel you should disclose to a prospective Buyer because it may materially and substantially affect the value or desirability of the Property, e.g. zoning violation, set-back violations, zoning changes, road changes, pending land use appeals, pending municipal improvements, pending tax assessment appeals, etc.?

If any answer in this section is "yes," explain in detail: _____

K		✓		(K) Have you ever attempted to obtain insurance of any nature for the property and were rejected?
L		✓		(L) Are you aware of a lease of the oil, gas, or mineral rights being agreed to for this particular property?

Explain any "yes" answers by including specific information concerning the lease agreement(s) as well as the lease terms: _____

M		✓		(M) Are you aware if any drilling has occurred on this property?
N		✓		(N) Are you aware if any drilling is planned for this property?
O		✓		(O) Are you aware if any drilling has occurred or is planned to occur on nearby property?

If the answer is "yes" to any of these items, please explain: _____

P	Yes	No	Unk	(P) Are you aware of the transfer, sale, and/or lease of any of the following property rights, whether said transfer was by you or a prior Owner of the property?
1		✓		1. Natural Gas
2		✓		2. Coal
3		✓		3. Oil
4		✓		4. Timber
5		✓		5. Other minerals or rights such as hunting rights, quarrying rights, or farming rights
6		✓		6. Have you been approached by an Oil & Gas Company to lease your OGM rights? If "yes," please provide the name of the company: _____

If the answer is "yes" to any of these items, please explain: _____

Buyer(s) acknowledge their right to investigate any of the rights or issues described within this Seller Disclosure Statement prior to signing or entering into the Agreement of Sale. The Buyer(s) acknowledge they have the option or right to investigate the status of any of the property rights by, among other means, obtaining a title examination of unlimited years, engaging legal counsel, conducting a search of the public records in the County Office of the Recorder of Deeds and elsewhere. Buyer(s) also expressly acknowledge the right to investigate the terms of any existing Leases to determine if the Buyer may be subject to the terms of these Leases. Please explain any "yes" answers in Section 20 above. _____

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21. COMPLIANCE WITH REAL ESTATE SELLER DISCLOSURE LAW

In Pennsylvania, a Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law. These requirements are generally described in the notice found on the first page of this document. This law requires the Seller in a residential transfer of real estate to make certain disclosures regarding the property to potential Buyers. The notice is to be provided in a form defined by law and is required before an agreement of sale is signed. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant, or other transfer of an interest in real property where not less than one (1) and not more than four (4) residential dwelling units are involved. In transactions involving a condominium, homeowners association, or cooperative, the disclosure is to specifically refer to the Seller's Unit. Disclosure regarding common areas or facilities within such associations are not specifically required in this Disclosure Statement. However, compliance with the requirements that govern the resale of condominium, homeowner association, and cooperative interests is required as defined by the Uniform Condominium Act of Pennsylvania, the Uniform Planned Community Act of Pennsylvania, and/or the Real Estate Cooperative Act as such Act may be amended.

Seller(s) shall attach additional sheets to this Disclosure Statement if additional space is required for their answer to any section herein and these sheets are considered part of this Disclosure Statement. The undersigned Seller(s) represents that the information set forth in this Disclosure Statement is accurate and complete to the best of the Seller's knowledge. The Seller hereby authorizes the Listing Broker to provide this information to prospective Buyers of the Property and to other real estate agents. ***THE SELLER ALONE IS RESPONSIBLE FOR THE COMPLETION AND ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. The Broker, Agent, and/or West Penn Multi-List, Inc. are not responsible for the information contained herein. THE SELLER SHALL CAUSE THE BUYER TO BE NOTIFIED IN WRITING OF ANY INFORMATION SUPPLIED ON THIS FORM WHICH IS RENDERED INACCURATE BY A CHANGE IN THE CONDITION OF THE PROPERTY FOLLOWING THE COMPLETION OF THIS FORM. THE SELLER SHALL PROMPTLY NOTIFY THE BUYER OF ANY SUCH CHANGES IN THE CONDITION OF THE PROPERTY.***

West Penn Multi-List, Inc. has not participated, in any way, in providing information in this statement. Seller is responsible to complete this form in its entirety. Every Seller signing a Listing Contract must sign this statement.

SELLER Robert Quarture DATE 04-10-2017
Robert J Quarture

SELLER _____ DATE 4-2-17
Leigh Ann Quarture

SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE, COURT APPOINTED GUARDIAN, RECORDED POWER OF ATTORNEY*

The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure Statement.

_____ DATE _____

_____ DATE _____
Please indicate capacity/title of person signing and include documentation.

CORPORATE LISTING

The undersigned has never occupied the Property. Any information contained in this Disclosure Statement was obtained from third-party sources and Buyer should satisfy himself or herself as to the condition of the Property.

_____ DATE _____
Please indicate capacity/title of person signing and include documentation.

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement and that the representations made herein have solely been made by the Seller(s). The Buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the Buyer is purchasing this Property in its present condition. It is the Buyer's responsibility to satisfy himself or herself as to the condition of the Property. The Buyer may request that the Property be inspected, at the Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____

* The undersigned has never occupied the property and lacks personal knowledge necessary to complete this Seller Disclosure. However, in the event that the individual completing this form does have such knowledge necessary to complete the form, this fact should be disclosed and the form completed. Individuals holding a Power of Attorney must complete this document based upon the Principal's knowledge. If the Principal is unable to complete the form, an Addendum should be completed and attached to explain the circumstances. The holder of the Power of Attorney must disclose defects of which they have knowledge.

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WEST PENN MULTI-LIST, INC. RESIDENTIAL DISCLOSURE FORM FOR PROPERTIES BUILT PRIOR TO 1978 DISCLOSING INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Rev. 4/2012

PROPERTY ADDRESS: 421-423 Georgetown Road, Lawrence, PA 15055
(Complete Street, City and ZIP code)

SELLER'S NAME: Robert J Quarture, Leigh Ann Quarture

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978 AND INITIALED IN EACH BOX BELOW AS APPROPRIATE

A. 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-paint hazards is recommended prior to purchase.

NOTICE: **The inspection referenced herein must be performed by an inspector who is properly certified as required by Federal Law.**

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

____ / ____ ☐ (a) Known lead-based paint and/or lead-based paint hazards are present in or about the Property (if so, provide the basis for determining that lead-based paint and/or lead-based hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning the seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property): _____

RQ / ____ ☒ (b) Seller has no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

____ / ____ ☐ (a) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazard in the Property (list documents): _____

RQ / ____ ☒ (b) Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

C. AGENT ACKNOWLEDGEMENT AND CERTIFICATION:

JED / ____ Agent/Licensee has informed Seller of Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act., 42 U.S. §4852(d), and is aware of Agent's responsibility to ensure such compliance. The Agent/Licensee has informed Seller of the obligation to provide the Buyer with a Federally approved pamphlet on lead poisoning prevention and the approved pamphlet has been presented to the Buyer prior to the Buyer signing the Acknowledgement set forth below.

The following have reviewed the information above and certify that the Agent statements are true and correct to the best of their knowledge and belief. **Seller Agent and Buyer Agent must both sign and date this form.**

BROKER FOR SELLER (Company Name) CENTURY 21 Frontier Realty (13301)
AGENT/LICENSEE Jim Dolanch _____ DATE _____
BROKER FOR BUYER (Company Name) _____
AGENT/LICENSEE _____ DATE _____

D. BUYER'S ACKNOWLEDGMENT:

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

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

Buyer has (initial (i) or (ii) below):

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

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

E. CERTIFICATION OF ACCURACY:

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

Robert Quarture 04-10-2017
Seller Robert J Quarture Date

Seller Leigh Ann Quarture 3-31-17 Date

Jim Dolanch 3-31-17
Agent Jim Dolanch Date

Buyer Date

Buyer Date

Agent Date

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OIL, GAS AND MINERAL RIGHTS DISCLOSURE AND ADDENDUM TO AGREEMENT OF SALE

OGM

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

PROPERTY 421-423 Georgetown Road, Lawrence, PA 15055
SELLER Robert J Quarture, Leigh Ann Quarture
BUYER _____

the following section is to be completed by Seller to indicate the Seller's knowledge of and intentions about the oil, gas, and/or mineral rights for the Property.

1. **Oil, Gas and Mineral Rights Excepted**
   (A) [X] Seller is not aware of any oil, gas and/or mineral rights that have been previously transferred by Seller or a previous owner of the Property.
   [ ] Seller is aware that the following oil, gas and/or mineral rights have been previously transferred by Seller or a previous owner of the Property (exceptions) and is not transferring them to Buyer: _____
   (B) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights that have been excepted. Seller will not defend title to these rights and does not covenant that Buyer will have quiet enjoyment of these rights.
2. **Seller's Reservation of Oil, Gas and Mineral Rights**
   (A) [X] Seller is not reserving oil, gas, and/or mineral rights.
   [ ] Seller is reserving an undivided _____ % interest in the Seller's non-excepted oil, gas and mineral rights for the property and is not transferring them to Buyer. This reservation will be executed in its entirety at settlement, unless checked below.
   [ ] **Seller will reserve oil, gas, and/or mineral rights according to a schedule, which is attached.**
   (B) Seller's reservation does not apply to domestic free gas and surface damage rights, which are set forth below.
   (C) The warranty of title identified in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights that are reserved by Seller. Seller will not defend title to these rights and does not covenant that Buyer will have quiet enjoyment of these rights.
3. **Domestic Free Gas**
   Seller will convey to Buyer _____ % of the domestic free gas rights to the Buyer.
4. **Surface Damages**
   Seller will convey to Buyer the exclusive right to receive compensation for any and all surface damages, which include, but are not limited to, pipeline rights of way, well pad sites, compressor sites and standing marketable timber.
5. **Documentation**
   Seller has attached to this Addendum copies of all written oil, gas, and/or mineral rights leases and other documents (e.g., royalty agreements) within Seller's possession having to do with past transfers of these rights, as follows: _____

SELLER Robert Quarture Robert J Quarture DATE 04-10-2017
SELLER Leigh Ann Quarture DATE 3-31-17
SELLER _____ DATE _____

The following section is to be completed by Buyer and signed by Buyer and Seller as an addendum to an agreement of sale.

6. **Seller's Knowledge**
   The exceptions listed above are to the best of Seller's knowledge and may not reflect all oil, gas and/or mineral rights for the Property that have been previously transferred. Buyer is advised to conduct a full examination of oil, gas and/or mineral rights for the Property.
7. **Examination of Oil, Gas and Mineral Rights**
   [X] WAIVED. Buyer has the option to conduct an unlimited title examination and/or any other investigation to determine the status of oil, gas and/or mineral rights pertaining to the Property. Buyer WAIVES THIS OPTION and agrees to the terms of the RELEASE paragraph of the Agreement of Sale.
   [ ] ELECTED. Contingency Period: _____ days (30 if not specified) from the Execution Date of the Agreement of Sale.
   (A) Within the Contingency Period, Buyer, at Buyer's expense, may undertake a title examination of unlimited years and/or take whatever action(s) Buyer deems necessary to determine whether oil, gas and/or mineral rights will pass with transfer of title from Seller to Buyer, and if not, to determine the extent and manner by which these rights are affected.
   (B) If the title examination performed by or on behalf of Buyer reveals Seller's inability to convey full and marketable title to oil, gas and/or mineral rights (except for the exceptions stated above) to Buyer, Buyer will, within the Contingency Period:
   1. Accept the Property with such title as Seller can give and agree to the terms in the RELEASE paragraph of the Agreement of Sale, OR
   2. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of the Agreement of Sale.

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8. **Delivery of Reservation Language**
Seller will, within _____ days (15 if not specified) furnish to Buyer the reservation language that will appear in the deed that conveys title to the Property to Buyer. If this reservation language does not reflect the terms in paragraphs 2 through 4 above, Seller may be in default of the Agreement of Sale.

9. **Buyer's Review of Reservation Language**
Upon receiving the reservation language, or if Seller fails to provide reservation language within the time stated, Buyer will, within _____ days (15 if not specified):
(A) Accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
(B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of the Agreement of Sale, OR
(C) Enter into a mutually acceptable written agreement with Seller.
If Buyer and Seller do not reach a written agreement during the time stated in this paragraph, and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer accepts the Property and agrees to the terms in the RELEASE paragraph of the Agreement of Sale.

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

BUYER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER Robert Quarture Robert J Quarture DATE 04-10-2017

SELLER Leigh Ann Quarture DATE 3-31-17

SELLER _____ DATE _____

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NOTICES REGARDING OIL, GAS AND MINERAL RIGHTS

The owner of a property has a variety of rights that go along with that property, including surface rights (such as the right to use the land for building or to grow crops) and certain subsurface rights (including the right to extract materials from below the ground). Among the various subsurface rights are the rights to explore for, and remove, oil, gas and various minerals such as coal.

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 that they may or may not own. Some owners have all the rights associated with their property, some may be subject to a lease allowing others to access those resources, and still others may have had some or all of the subsurface rights to their land split off and sold.

Determining who owns the various oil, gas and mineral rights to a property can be a difficult and complex exercise, and should only be done by an attorney or title company with expertise in this area. If there is any question about the ownership of rights associated with a particular property, buyers are strongly encouraged to perform an extensive title search before moving forward with the transaction.

Aside from the questions about ownership, some properties are subject to the terms of existing leases that give outside parties (such as exploration, drilling or mining companies) the ability to exercise certain subsurface rights in exchange for payments or royalties to the owner(s) of these rights, who may or may not be the surface owners. These leases can be very legally complex and could drastically impact the surface rights of the landowner. For example, some leases give exploration companies a broad ability to drill, mine and/or transport materials over the land with minimal input from the landowner. Leases may also restrict the ability of the surface owner to use the property if it would conflict in any way with the subsurface rights. Before purchasing any land subject to an existing lease, buyers should have the lease reviewed by an attorney with expertise in this area of law in order to be sure that the extent of the lease is fully understood.

Exception and Reservation of Rights

A typical Agreement of Sale conveys all rights to a property to the buyer as part of the sale. If certain rights have been transferred to someone else by the current landowner or a prior owner, those rights cannot be transferred to the current buyer. These rights are considered to be excepted from the transaction. Sellers with knowledge of prior exceptions are asked to list those exceptions in Paragraph 1. Buyers are still strongly encouraged to conduct a thorough title search in order to be sure that the listed exceptions are the only existing exceptions.

In some transactions a seller may wish to retain certain rights while transferring less than the complete bundle of rights to the buyer. For example, a seller may elect to sell the surface rights and mineral rights, but keep rights to subsurface oil and gas exploration. In this case, the retained rights are considered to be reserved by the seller. This practice requires that a deed be drawn up that specifies which parties will be obtaining which rights. Paragraph 8 requires that the seller provide the buyer with the specific reservation language that the seller expects to include in the new deed so the buyer can determine if he/she is willing to proceed subject to such restrictions and limitations. The reservation language and any review of that language should be done by an attorney with expertise in this area of law.

Additional Information

For additional information regarding oil, gas and mineral ownership, leasing and transfer in the Commonwealth of Pennsylvania, you can visit, among other sites, the Pennsylvania Bureau of Oil and Gas Management (www.dep.state.pa.us/dep/ deputate/minres/oilgas/oilgas.htm), Pennsylvania Department of Natural Resources' Oil and Gas Resources (www.dcnr.state.pa.us/topogeo/oilandgas/index.aspx) or the Penn State Dickinson School of Law's Natural Gas Exploration page (http://www.dsl.psu.edu/centers/aglaw/gas.cfm).