# OIL, GAS AND/OR MINERAL RIGHTS/INTERESTS DISCLOSURE

OGMD

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**PROPERTY** 53 Leasure Run Road, Rochester Mills, PA 15771

**SELLER** Urie J. Byler, Katie Ann Byler

**BUYER** _____

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

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

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

- ☐ Oil _____
- ☐ Gas _____
- ☐ Minerals _____
- ☐ Coal _____
- ☐ Other _____

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

- Oil _____ ☑ unknown
- Gas _____ ☑ unknown
- Minerals _____ ☑ unknown
- Coal _____ ☑ unknown
- Other _____ ☑ unknown

(C) Seller ☐ is ☑ is not aware of a lease affecting subsurface rights.
If Seller is aware of a lease affecting subsurface rights, does Seller have a copy of the lease(s)? ☐ Yes ☐ No

(D) The warranty of title in the Agreement of Sale does not pertain to any oil, gas, and/or mineral rights/interests that will be conveyed, excepted or reserved. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

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

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

- ☐ Oil _____
- ☐ Gas _____
- ☐ Minerals _____
- ☐ Coal _____
- ☐ Other _____

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

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

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



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

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

- ☐ Oil _____
- ☐ Gas _____
- ☐ Minerals _____
- ☐ Coal _____
- ☐ Other _____

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

(B) Seller's reservation does not apply to domestic free gas and surface damage rights/interests, 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/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.

## 4. SURFACE RIGHTS

(A) Surface rights owned by Seller: _____

_____

(B) Surface rights excepted: _____

_____

## 5. SURFACE DAMAGES

(A) Damages

1. Are you entitled to or do you receive surface damages, including pipeline rights-of-way, well pad sites, compression sites and standing marketable timber, according to the terms of the current lease? ☐ Yes ☐ No
2. If known, what limitations are contained in the lease? _____

_____

3. If applicable, is the right to claim surface damages and/or remediation rights transferable to a buyer? ☑ Yes ☐ No
4. Seller understands that the exclusive right to receive surface damages will be assigned to the buyer of the property unless otherwise stated _____

(B) In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 2(A), then Seller 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).

## 6. DOMESTIC FREE GAS

(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.

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

## 7. DOCUMENTATION

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

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

_____

_____

## 8. EASEMENTS & LEGAL ISSUES

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

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



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(C) Are you aware of any insurance claims filed relating to the oil, gas, mineral and/or other rights discussed herein? ☐ Yes ☑ No

(D) Are you aware of any apportionment or allocation issues affecting the Property? ☐ Yes ☑ No

(E) Because each interest may be transferred separately (e.g., surface rights transferred separately from mineral rights), each parcel might be identified with a separate Tax Identification Number or parcel number.

**9. VALUATION**

The parties understand that no licensee acting on Seller's behalf is an expert in establishing a value for the subsurface rights to the Property and that the value of oil, gas, and/or minerals can fluctuate. Either party may, at their own expense, hire an expert to appraise the subsurface rights to the Property.

**10. OTHER**

_____

_____

_____

_____

**SELLER** Urie J Byler **Urie J. Byler** **DATE** 11-3-26

**SELLER** Katie Ann J. Byler **Katie Ann Byler** **DATE** 11-3-26

**SELLER** _____ **DATE** _____

**RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

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

**BUYER** _____ **DATE** _____

**BUYER** _____ **DATE** _____

**BUYER** _____ **DATE** _____



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