

**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** O Five Points Road, Indiana, PA. , , 15701  
2 **SELLER** Gerald Shirley  
3 **BUYER** \_\_\_\_\_

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

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

- 13 (A) Seller is aware that the following oil, gas and/or mineral rights/interests have been previously leased, sold or otherwise  
14 conveyed by Seller or a previous owner of the Property (exceptions) as indicated and is not transferring them to Buyer:  
15  Oil \_\_\_\_\_  
16  Gas \_\_\_\_\_  
17  Minerals \_\_\_\_\_  
18  Coal \_\_\_\_\_  
19  Other \_\_\_\_\_  
20 (B) It cannot be presumed that Seller's failure to indicate an exception will entitle Buyer to all of those rights/interests. Buyer is  
21 advised to conduct a full examination of all oil, gas and/or mineral rights/interests for the Property.  
22 (C) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that have been ex-  
23 cepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these  
24 rights/interests.

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

- 26 (A) Seller is reserving the following oil, gas and/or mineral rights/interests as indicated and is not transferring them to Buyer:  
27  Oil \_\_\_\_\_  
28  Gas \_\_\_\_\_  
29  Minerals \_\_\_\_\_  
30  Coal \_\_\_\_\_  
31  Other \_\_\_\_\_  
32 This reservation(s) will be executed in its entirety at settlement, unless otherwise indicated.  
33 (B) Seller's reservation does not apply to domestic free gas and surface damage rights/interests, which are set forth below.  
34 (C) The warranty of title identified in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that are  
35 reserved by Seller. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet  
36 enjoyment of these rights/interests.

37 **3. DOMESTIC FREE GAS**

- 38 (A) Generally, Domestic Free Gas is a by product of the drilling process which can be supplied to a residential structure located on  
39 the property where drilling takes place to be used for heating the structure.  
40 (B) Seller will convey to Buyer 100% of the domestic free gas rights/interests unless otherwise stated here **200,000 cubic feet**  
41 **per year will transfer to buyer.**

42 **4. SURFACE DAMAGES**

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

49 **Seller Initials:** GS / \_\_\_\_\_ **OGMD Page 1 of 2** **Buyer Initials:** \_\_\_\_\_ / \_\_\_\_\_



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1/17; rel.7/17

50 **5. ASSIGNMENT OF LEASES**

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

- 53  Oil \_\_\_\_\_
- 54  Gas \_\_\_\_\_
- 55  Minerals \_\_\_\_\_
- 56  Coal \_\_\_\_\_
- 57  Other \_\_\_\_\_

58 **6. DOCUMENTATION**

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

67 **7. Other**

68 \_\_\_\_\_  
69 \_\_\_\_\_  
70 \_\_\_\_\_  
71 \_\_\_\_\_

72 **SELLER** Gerald L. Shirley Jr. **Gerald Shirley** **DATE** 7-17-2020

73 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

74 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

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

81 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

82 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

83 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_