

VACANT LAND INFORMATION SHEET

VLI

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

1 **PROPERTY** 0 Coal Bluff Rd, Finleyville, PA 15332

3 **SELLER(S)** Nicola A Diliscia Sr

4 Seller is providing information to help Broker market the Property. This Statement is not a substitute for any inspections or warranties
5 that a 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
6 estate broker (Agent for Seller), any real estate broker, or their agents.

1. SELLER'S INFORMATION

(A) Do you possess expertise in contracting, engineering, environmental assessment, architecture, or other areas related to the construction and conditions of the Property and its improvements? ☐ Yes ☐ No

(B) The individual completing this form is the:

- ☒ Owner
☐ Executor
☐ Administrator
☐ Trustee
☐ Power of Attorney

Explain any yes answers that you give in this section and, if applicable, attach supporting documentation:

2. PROPERTY DESCRIPTION (Attach current deed, if available)

3. LAND (SOILS, DRAINAGE AND BOUNDARIES)

(A) Are you aware of any fill or expansive soil on the Property? ☐ Yes ☒ No

(B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on or affect the Property? ☐ Yes ☒ No

(C) Are you aware of any past, existing or proposed mining, strip mining or any other excavations that have occurred on or might affect the Property? ☐ Yes ☒ No

(D) To your knowledge, is the Property, or any part of it, located in a Special Flood Hazard Area or a wetlands area?

☐ Yes ☒ No

(E) Do you know of any past or present drainage or flooding problems affecting the Property? ☐ Yes ☒ No

(F) Do you know of any encroachments, boundary line disputes or easements on the Property? ☐ Yes ☒ No

(G) Are you aware of any shared or common areas on or adjoining the Property (e.g. driveways, bridges, docks, walls, etc.) or maintenance agreements for common areas? ☐ Yes ☒ No

Explain any yes answers that you give in this section, describing the locations and, if applicable, the extent of the issue, if known:

4. HAZARDOUS SUBSTANCES

(A) Are you aware of any underground tanks or hazardous substances present on the Property such as, but not limited to, polychlorinated biphenyls (PCBs), radon, lead-based paint, etc.? ☐ Yes ☒ No

(B) To your knowledge, has the Property been tested for any hazardous substances? ☐ Yes ☒ No

(C) Do you know of any other environmental concerns that might impact the Property? ☐ Yes ☒ No

(D) Are you aware of any contamination to any wells or other sources of water on the Property? ☐ Yes ☒ No

(E) Are you aware of any discoloring of the soil or vegetation? ☐ Yes ☒ No

(F) Do you know if the Property is near any current or former waste disposal sites? ☐ Yes ☒ No

(G) Are you aware of any storage tanks on the Property? ☐ Yes (Please answer questions 1-8, below) ☒ No

1. Total number of storage tanks on the Property: _____ Aboveground _____ Underground

2. Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? ☐ Yes ☐ No

3. If no, identify any unregistered storage tanks: _____

51 **Seller Initials:** MD

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1/16

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Lori Maffeo

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0 Coal Bluff Rd,

4. Has any storage tank permit ever been revoked? ☐ Yes ☐ No
5. Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storage tank? ☐ Yes ☐ No
6. Do you know if methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance of a leak detection system, an inventory control system, and a tank testing system? ☐ Yes ☐ No
- Explain: _____
7. To your knowledge, has there been any release, or any corrective action taken in response to a release, from any of the storage tanks on the Property? ☐ Yes ☐ No
8. If yes, has the release and corrective action been reported to any governmental agency? ☐ Yes ☐ No
- Explain any yes answers that you give in this section, describing the locations and the extent of the issue, if known, and attach all reports and records: _____

5. STATUS OF UTILITIES

(A) Source of water:

- | | | |
|--|------------------------------------|--|
| <input type="checkbox"/> Public Water | <input type="checkbox"/> Connected | <input type="checkbox"/> Not Connected |
| <input type="checkbox"/> On-Site Water | <input type="checkbox"/> Connected | <input type="checkbox"/> Not Connected |
| <input type="checkbox"/> Community Water | <input type="checkbox"/> Connected | <input type="checkbox"/> Not Connected |
| <input type="checkbox"/> None | <u>SPRING</u> | |

1. If known, provide the date the water was last tested _____
2. What was the result of the test? _____
3. To your knowledge, is the pumping system in working order? ☐ Yes ☐ No ☐ Not Applicable
- If no, explain: _____
4. Are you aware of any problems related to the water service? ☐ Yes ☐ No
- If yes, explain: _____
5. If the Property is serviced by community water, do you have supporting documentation? ☐ Yes ☐ No ☐ Not Applicable

(B) Sewage system:

- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> Public Sewer | <input type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank |
| <input type="checkbox"/> Cesspool | <input type="checkbox"/> Holding Tank | <input checked="" type="checkbox"/> None |
| <input type="checkbox"/> Other | _____ | |

1. Do you have a current Site Investigation and Percolation Test Report for On-lot Disposal of Sewage issued by the Department of Environmental Protection? ☐ Yes ☐ No
2. If there is a septic tank on the Property, what is the type of tank?
☐ Metal/steel ☐ Cement/concrete ☐ Fiberglass ☐ Unknown ☐ Other (specify): _____
3. If known, provide the date the on-site sewage disposal system was last serviced _____
4. Is there a sewage pump? ☐ Yes ☐ No ☐ Unknown
- If yes, is it in working order? ☐ Yes ☐ No
5. Are you aware of any problems related to the sewage system? ☐ Yes ☐ No
- If yes, explain: _____
6. If the Property is serviced by public sewer, do you have supporting documentation? ☐ Yes ☐ No

6. GOVERNMENTAL ISSUES/ZONING/USE/CODES

- (A) Do you know of any violations of federal, state or local laws or regulations relating to this Property? ☐ Yes ☒ No
- (B) To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thoroughfare, rail or utility construction, are development project, street widening or lighting, or other similar public projects?
☐ Yes ☒ No
- (C) The Property is currently zoned CLEAN + GREEN by the _____ (municipality).
- (D) Do you know of any pending or proposed changes in zoning? ☐ Yes ☒ No
- (E) Current use is: ☐ conforming ☐ non-conforming ☐ permitted by variance ☒ permitted by special exception
- (F) To your knowledge, is the Property a designated historic or archeological site? ☐ Yes ☒ No
- Explain any yes answers you gave in this section: _____

7. LEGAL/TITLE ISSUES

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

107 Seller Initials MD / _____ / _____

- (B) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official records of the county recorder where the Property is located? ☐ Yes ☒ No
- (C) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain unpaid? ☐ Yes ☒ No
- (D) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? ☐ Yes ☒ No
- (E) Are you aware of any reason, including a defect in title, that would prevent you from conveying free and clear title to the Property? ☐ Yes ☒ No
- (F) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the Property that cannot be satisfied by the proceeds of this sale? ☐ Yes ☒ No
- (G) Are you aware of any insurance claims filed relating to the property? ☐ Yes ☒ No
- (H) Is the Property, or any part of it, leased to a third party? ☐ Yes ☒ No
- Explain any yes answers you gave in this section: _____

8. OIL, GAS, AND MINERAL RIGHTS

- (A) Are you aware of any oil, gas, and/or mineral rights that have been previously transferred by Seller or a previous owner of the Property? ☒ Yes ☐ No
- (B) Are you reserving any oil, gas, and/or mineral rights? ☐ Yes ☒ No
- (C) Is the Property, or any part of it, leased for the purpose of oil, gas, and/or mineral excavation or exploration? ☒ Yes ☐ No
If yes, is the Property pooled or unitized? ☐ Yes ☐ No
- (D) Does Seller receive any royalty payments due to any past or present oil, gas, and/or mineral excavation or exploration activities on the Property? ☐ Yes ☒ No
- Explain any yes answers you give in this section, attaching copies of complete leases, where applicable: _____

9. DOMESTIC SUPPORT LIEN LEGISLATION

- (A) Has any Seller, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a domestic relations office in any Pennsylvania county? ☐ Yes ☒ No
If yes, list name and social security numbers of Seller(s) obligated to pay, the county, and the Domestic Relations File or docket number: _____
- (B) Is any Seller currently separated from or in the process of obtaining a divorce from a spouse? ☐ Yes ☒ No
If yes, is there currently a separation or property settlement order in place? ☐ Yes ☐ No

10. LAND USE RESTRICTIONS OTHER THAN ZONING

- (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment Act (72 P.S. §5490.1, et seq.) (Clean and Green Program)? ☒ Yes ☐ No
Note: An owner of property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use of the owner's remaining enrolled property to the County Assessor 30 days before the transfer of title to a buyer. The sale of property enrolled in the Clean and Green program may result in the loss of program enrollment and the loss of preferential tax assessment for the property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year that the property was enrolled in the program, limited to the past 7 years.
- (B) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941, et seq.) (an Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water supply, or open space uses)? ☒ Yes ☐ No
Note: This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and the county is binding upon any buyer of the property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. When a breach of covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are charged for each year that the property was subject to the covenant, limited to the past 5 years.
- (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green and Open Space, that contains any covenants, subdivision restrictions or other restrictions affecting the Property? ☒ Yes ☐ No
- Explain any yes answers you gave in this section: _____

Seller Initials: *WJ*

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165 **11. SERVICE PROVIDER/CONTRACTOR INFORMATION**

166 (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g.,
167 groundskeeping, pest control). Attach additional sheet if necessary: _____
168 _____
169 _____
170 _____
171 _____
172 _____
173 _____

174 (B) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water
175 softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: _____
176 _____
177 _____
178 _____
179 _____
180 _____
181 _____

182 The undersigned Seller represents that the information set forth in this document is accurate and complete to the best of Seller's
183 knowledge. Seller permits Broker to share information contained in this document with prospective buyers/tenants and other real
184 estate licensees. **SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS**
185 **STATEMENT.** Seller will notify Broker in writing of any information supplied on this form which is rendered inaccurate by a
186 change in the condition of the Property following completion of this form.

187 SELLER Nicola A Diliscia Sr. DATE 7/18/25
188 SELLER _____ DATE _____

189 SELLER _____ DATE _____

COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT

PROPERTY ADDRESS 0 Coal Bluff Rd, Finleyville, PA 15332
OWNER(S)/SELLER(S) Nicola A Diliscia Sr
BUYER(S) _____

This form is not a substitute for the West Penn Multi-List, Inc. (WPML) Seller Disclosure Statement, but rather is a supplement to the disclosure forms required by the Pennsylvania Seller Disclosure Law as may be amended. The WPML is not responsible for the information contained herein. This form is to be completed by Seller and thoroughly reviewed by Buyer, and the bottom of each page should be initialed by both Buyer and Seller following this review. Surface and subsurface rights may be transferred together, but sometimes they are transferred separately. Despite the best intentions of Sellers, property owners are often not aware of the precise extent of the coal, oil, gas and/or mineral interests/rights that they may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the coal, oil, gas and/or mineral interests and/or rights for the Property. This form is not a substitute for any inspections or warranties that Buyer may wish to obtain. Buyer has the right and opportunity to obtain a complete mineral/oil and gas title search to verify the chain of title of the mineral/oil and gas rights for the subject Property. The responses provided below are given to the best of Seller's knowledge and may not reflect all coal, oil, gas and/or mineral interests/rights 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, their licensees or the WPML. Buyer is advised to conduct a full examination of coal, oil, gas and/or mineral interests/rights for the Property.

1. RESERVATION OF COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS

(A) Seller is reserving the following coal, oil, gas and/or mineral interests/rights as indicated, and such rights are not being transferred to Buyer:

- ☐ Coal _____
☐ Oil _____
☐ Gas _____
☐ Minerals _____
☐ 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 interests/rights, as described herein.

(C) Any warranty of title identified in the Agreement of Sale does not pertain to the coal, oil, gas and/or mineral interests/rights that are reserved by Seller. Seller will not defend title to these interests/rights and does not covenant that Buyer will have quiet enjoyment of these interests/rights.

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

(A) Seller is aware that the following coal, oil, gas, mineral and/or surface 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:

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

(B) Buyer acknowledges that Seller's failure to disclose or identify an exception does not establish Buyer is entitled to such interests/rights. 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 coal, oil, gas and/or mineral rights/interests for the Property. Buyer further acknowledges his/her right to obtain a title search and/or to conduct a complete examination of all coal, oil, gas and/or mineral interests/rights for the Property. A typical title search examines transfers made during the previous sixty years and may not specifically research surface or subsurface rights that have been sold or leased by a previous owner. Buyer is advised to ask their title agent about the scope and depth of the title search performed prior to deciding whether to waive or elect a title search contingency pertaining to oil, gas, mineral and/or surface rights.

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

(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.

Seller Initials: ND

Buyer Initials: _____ / _____

COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT (continued)

3. (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.

4. SURFACE RIGHTS

(A) Surface rights owned by Seller: _____

(B) Surface rights excepted: _____

5. SURFACE DAMAGES

(A) The parties acknowledge certain rights exist regarding surface damage as described herein. In the event Seller is reserving and retaining coal, oil, gas and/or mineral interests/rights as set forth in Paragraph 1(A) above, 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 coal, oil, gas and/or mineral rights lease, pipeline right-of-way agreement or other surface use agreement pertaining to the Property. Seller hereby agrees to provide a complete copy of the applicable lease upon written receipt of such a demand. 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).

(B) 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: _____

6. DOMESTIC FREE GAS

(A) Domestic Free Gas is commonly referred to as 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 transferrable, Seller will convey to Buyer 100% of the Domestic Free Gas interests/rights unless otherwise stated herein. Any such restrictions are explained as follows: _____

7. ASSIGNMENT OF LEASES

Seller is aware that the following leases of coal, oil, gas and/or mineral interests/rights have been assigned from the original lessee to another entity:

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

Seller Initials: MD

Buyer Initials: _____ / _____

**COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT
(continued)****8. SUPPORTING DOCUMENTATION**

- ☐ To the best of Seller's knowledge, information and belief, Seller does not have supporting documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other documents relating to prior conveyances, assignments or transfers of the coal, oil, gas and/or mineral interests/rights to the Property.
- ☐ If Seller has indicated they do not have supporting documentation, but believe such documents may exist and are aware of the location of same, they should disclose any knowledge of the location of such documents by providing information as to where they believe such documents are located, with designation of the address and contact information, including name, address, phone number and e-mail of the custodian:

- ☒ Seller has attached to this Disclosure Statement copies of all written coal, oil, gas and/or mineral rights leases, addenda, surface use agreements, pipeline easements and other documents (i.e. royalty agreements) within Seller's possession having to do with prior conveyances, assignments or transfers of these interests/rights, as follows: Seller does not own O&G.

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

10. 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 coal, 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.

11. ADDITIONAL INFORMATION RELATIVE TO THE SUBJECT INTERESTS/RIGHTS

SELLER Nicola A Diliscia Sr. DATE 7/18/25

SELLER _____ DATE _____

SELLER _____ DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER(S)

The undersigned Buyer(s) acknowledge receipt of this Disclosure and that the representations herein have been made solely by the Seller(s). Buyer(s) further acknowledge the right to request further verification and/or to obtain a detailed title search relative to any of the subject interests/rights. Buyer(s) acknowledge that this Statement is not a warranty and that Buyer is purchasing the Property with only the coal, oil, gas and/or mineral interests/rights that Seller is able and willing to convey. It is Buyer's responsibility to satisfy himself/herself as to the ownership status of the coal, oil, gas and/or mineral interests/rights to the Property. Buyer(s) may investigate the ownership status of the coal, oil, gas and/or mineral interests/rights, at Buyer's expense and by qualified professionals. Buyer(s) may also obtain a title search which specifically includes the chain of title of the mineral/oil and gas rights.

BUYER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____

OIL, GAS AND MINERAL RIGHTS/INTERESTS 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).

1 **PROPERTY** 0 Coal Bluff Rd, Finleyville, PA 15332

2 **SELLER** Nicola A Diliscia Sr

3 **BUYER** _____

4 1. TITLE

5 Notwithstanding the default language of the Agreement of Sale regarding title to the Property, Seller will not warrant title to any oil,
6 gas and/or mineral rights/interests regardless of whether they are conveyed, excepted or reserved. Buyer is advised to conduct an
7 investigation as to the history of the ownership rights/interests and status of the oil, gas and/or mineral rights/interests pertaining to
8 the Property.

9 2. TITLE SEARCH CONTINGENCY

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

13 (B) A typical title search examines transfers made during the previous sixty years and may not specifically research surface or subsur-
14 face rights that have been sold or leased by a previous owner. Buyer is advised to ask their title agent about the scope and depth
15 of the title search performed prior to deciding whether to waive or elect a title search contingency pertaining to oil, gas, mineral
16 and/or surface rights.

17 (C) Buyer may elect, at Buyer's expense, to conduct an investigation of the history of the ownership rights/interests and status of the
18 oil, gas and/or mineral rights/interests to the Property to be performed by a properly licensed or otherwise qualified professional.

19 ☒ **WAIVED.** Buyer understands and acknowledges that Seller may not own all oil, gas and/or mineral rights/interests to the
20 Property and that Buyer has the option to make this Agreement contingent on receiving a certain interest in the oil, gas and/or
21 mineral rights/interests. **BUYER WAIVES THIS OPTION** and agrees to the **RELEASE** in the Agreement of Sale.

22 ☐ **ELECTED.** Investigation Period: _____ days (60 if not specified) from the Execution Date of the Agreement of Sale.

23 1. **Within the Investigation Period,** Buyer will have completed an investigation of the ownership rights/interests and status
24 of the oil, gas and/or mineral rights/interests to the Property. Buyer will pay for any and all costs associated with the title
25 search.

26 2. If the result of the investigation demonstrates terms that are unsatisfactory to Buyer, Buyer will, **within the stated Investigation**
27 **Period:**

28 a. **Accept the Property** and agree to the **RELEASE** in the Agreement of Sale, OR

29 b. **Terminate the Agreement of Sale** by written notice to Seller, with all deposit monies returned to Buyer according to the
30 terms contained in the Agreement of Sale, OR

31 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

32 **If Buyer and Seller do not reach a written agreement before the conclusion of the Investigation Period, and Buyer does**
33 **not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and**
34 **agree to the terms of the RELEASE in the Agreement of Sale.**

35 3. EXCEPTION (IF APPLICABLE)

36 (A) Buyer is aware that the following oil, gas, mineral and/or surface rights/interests have been previously leased, assigned, sold or
37 otherwise conveyed by Seller or a previous owner of the Property (exceptions) and cannot be transferred to Buyer: ALL
38 _____
39 _____
40 _____
41 _____

42 (B) Buyer acknowledges that Seller may not own 100% of all oil, gas, mineral and/or surface rights/interests to the Property and agrees
43 that, notwithstanding the default language of the Agreement of Sale regarding title to the Property, Buyer will accept only the
44 rights/interests and title that Seller is able to convey, free and clear of all other liens, encumbrances, and easements, subject to the
45 exceptions referenced above.

46 4. RESERVATION OF RIGHTS/INTERESTS (IF APPLICABLE)

47 (A) Buyer acknowledges that Seller is reserving and retaining ownership of the following oil, gas and/or mineral rights/interests and
48 royalties and is not transferring them to Buyer. The rights/interests being reserved and retained by Seller include the right to receive
49 royalties regarding the same, unless otherwise stated below. This reservation will be executed in its entirety at settlement.

50 ☐ Oil _____
51 ☐ Gas _____
52 ☐ Minerals _____
53 ☐ Coal _____
54 ☐ Other _____

55 **Seller**
Buyer Initials: MD

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Buyer
Seller Initials: _____



Mt Lebanon, 1679 Washington Road Mt Lebanon PA 15228
Lori Maffeo

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Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

0 Coal Bluff Rd,

- (B) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests and royalties that have been reserved. Seller will not defend title to these rights/interests or royalties and does not covenant that Buyer will have quiet enjoyment of these rights/interests.
- (C) Seller's reservation, if any, does not apply to domestic free gas and surface damage rights/interests, which are set forth below.
- (D) If Seller is reserving an interest in any non-excepted oil, gas and/or mineral rights/interests and royalties, within _____ days of the Settlement Date (30 if not specified) Seller will deliver to Buyer the proposed reservation language that will appear in the deed that conveys title to the Property to Buyer for Buyer's review. If this reservation language does not reflect the terms in Paragraph 4(A) above, or if Seller fails to provide the proposed reservation language within the time provided, Seller may be in default of the Agreement of Sale.
- (E) Within _____ days (15 if not specified) of receiving Seller's proposed reservation language, **or if no reservation language is provided within the stated time**, Buyer will notify Seller of Buyer's choice to:
1. Agree to Seller's proposed reservation language, accept the Property, and agree to the RELEASE in 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, OR
 3. 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 fails to respond within the time provided for Buyer's response in Paragraph 4(E) above, or fails to terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in the Agreement of Sale.**
- (F) If Seller fails to deliver the proposed reservation language as specified in Paragraph 4(D), and Buyer exercises the right to terminate this Agreement as a result, all deposit monies shall be returned to Buyer according to the terms of the Agreement of Sale. Upon termination, Seller will reimburse Buyer for any investigative costs incurred by Buyer to verify the title, status and ownership of the oil, gas and/or mineral rights/interests underlying the Property.

5. SURFACE DAMAGES

In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 4(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 Addendum or will be provided to Buyer within _____ days (10 if not specified).

6. DOMESTIC FREE GAS

Seller will convey to Buyer 100% of the domestic free gas rights unless otherwise stated here _____

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 Addendum copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements, pipeline easements, and other documents (e.g., royalty agreements/statements) within Seller's possession having to do with prior conveyances, assignments, or transfers of these rights/interests, as follows: Current owner does not own

8. ASSIGNMENT OF INTEREST

Buyer, or someone acting on Buyer's behalf, will be responsible for promptly notifying any and all lessees in writing of the assignment of any oil, gas and/or mineral rights/interests to Buyer. This paragraph will survive settlement.

9. ADDITIONAL RESOURCES

- (A) For additional information regarding oil, gas and mineral ownership, leasing and transfer in the Commonwealth of Pennsylvania, both parties are encouraged to contact the Pennsylvania Department of Environmental Protection's Bureau of Oil and Gas Management, the Pennsylvania Department of Conservation and Natural Resources, or the Penn State Institute for Natural Gas Research.
- (B) Prior to signing this Addendum, both parties are advised to contact legal counsel experienced in oil, gas and/or mineral rights/interests if either has any questions about the transfer of these rights. Broker(s) and/or Licensee(s) will not provide legal advice concerning the ownership status of the oil, gas and/or mineral rights/interests of the Property. Buyer and Seller have been given the opportunity to negotiate the terms of this Agreement, including the reservation of oil, gas and/or mineral rights/interests. 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 _____

Nicola A Diliscia Sr

DATE 7/18/25

SELLER _____

DATE _____

SELLER _____

DATE _____

Former Lease - Prior to this
Ownership.

MEMORANDUM OF OIL AND GAS LEASE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Washington

KNOW ALL MEN BY THESE PRESENTS:

KIS OIL AND GAS, INC., whose address is 1887 Buckeye Dr, Sharpville PA 16150 as "LESSEE",
and Teresa Mihealsick, whose address
236 Washington Ave Charleroi PA 15022, as "LESSOR(s)",
hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil and Gas Lease
of even date herewith (hereinafter referred to as the "Lease"), under the terms of which Lessor has granted,
leased and let unto Lessee and Lessee's successors and assigns (subject to each an all of the other terms and
provisions thereof), for the sole and only purpose of investigating, exploring, drilling and operating for and
producing oil and gas only (for the purposes thereof, references to "oil and gas" include oil, gas, casinghead
gas and the by-products thereof, and such other hydrocarbon substances and sulfur as are necessarily
produced with, incidental to and as part of the production of oil and/or gas), laying pipelines, building
roads, tanks, power stations, electric lines and other structures thereon to produce, save, take care of, treat,
store, transport and own said products, all of Lessor's interest in the following described lands situated in,
Union Twp/~~Borough~~ City Washington County, Pennsylvania
(hereinafter referred to as the "leased premises"), to-wit:

On the North by lands of n/f Small Tracts;
On the East by lands of n/f Small Tracts;
On the South by lands of n/f B & T Galing 43.0 Ac;
On the West by lands of n/f B & T Galing 43.0 Ac;
Containing 49.5 Acres, more or less, also referred to by Tax Map No. 64-8 Parcel, 50
Real Estate Tax Parcel # 640-008-00-00-0050-00.

Subject to the other terms and provisions thereof, the Lease provides for a primary term of 5 years
from and after the date thereof, and as long thereafter as oil and gas are produced from the leased premises
in paying quantities, or so long as the Lease may be continued in force and effect under the other terms and
provisions thereof.

Lessor and Lessee hereby refer to the Lease for all of its terms and provisions and incorporate the
same by reference as fully as if it were copied at length herein. Both Lessor and Lessee have possession of
a fully executed copy of said Oil and Gas Lease.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the
rights of any of the parties to the Lease but is for the purpose of giving record notice the existence of the
Lease in lieu of recording it at length in the records of Washington County, Pennsylvania. In the event of
any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and
provisions of this Memorandum of Oil and Gas Lease.

IN WITNESS WHEREOF, this instrument is executed this 29 day of June, 2007.

ATTEST:

KIS OIL AND GAS, INC.

Michael S. Kovach, Partner & VP
KIS Oil & Gas, Inc.

LANDOWNER(s) (aka: *LESSOR(s)*):

Teresa Mihealsick

DEBORAH BARDELLA
RECORDER OF DEEDS
WASHINGTON, PA
Pennsylvania

INSTRUMENT NUMBER
200727980

RECORDED ON

OCT 04, 2007

2:53:29 PM

Total Pages: 2

RECORDING FEES \$19.00

TOTAL PAID \$19.00

INV: 345436 USER: JH

Blocks follow on next page.

COMMONWEALTH OF PENNSYLVANIA

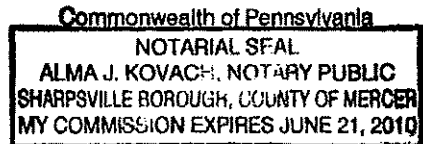
COUNTY OF Mercer

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: SS:
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On this 3rd day of Oct., 2007, before me, a Notary Public the undersigned officer, personally appeared Michael S. Kovach, partner for KIS OIL AND GAS, Inc. a Pennsylvania Corporation to me known to be the same person whose name is subscribed to the foregoing instrument and in due form of law acknowledged the execution of the foregoing Agreement to be their act and deed for the purposes therein mentioned and desire that the same might be recorded as such.

WITNESS, my hand, and official seal the date first above written.

Alma J. Kovach
NOTARY PUBLIC, Commonwealth of PA



COMMONWEALTH OF PENNSYLVANIA

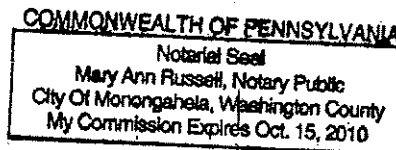
COUNTY OF

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: SS:
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On this 29 day of June, 2007, before me, a Notary Public the undersigned officer, personally appeared Teresa Michalsick to me known to be the same person whose name is subscribed to the foregoing instrument and in due form of law acknowledged the execution of the foregoing Agreement to be their act and deed for the purposes therein mentioned and desire that the same might be recorded as such.

WITNESS, my hand, and official seal the date first above written.

Mary Ann Russell
NOTARY PUBLIC, Commonwealth of PA



AFFIDAVIT OF VALUE

BOOK 886 PAGE 327

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

SS:

Henry C. Rose

being duly sworn, hereby states

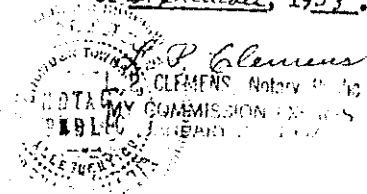
that he is Vice President of PITTSBURGH CONSOLIDATION COAL COMPANY, duly authorized in this regard, which Company is the Grantor in that certain deed between Pittsburgh Consolidation Coal Company, Koppers Building, Pittsburgh, Pennsylvania, and John Malli and Kathryn Malli, Grantees

Township of Mt. Lebanon
(Address of Grantees)

, with regard to which this affidavit

is given, and that the true, full and complete value of such transaction, including liens and other encumbrances, is One Hundred dollars (\$ 100.00). The highest assessed value of said real estate for local tax purposes is no Dollars (\$ 0.00).

Sworn and subscribed to before me this 4th day of September, 1953.



Henry C. Rose
Vice President, Pittsburgh Consolidation Coal Company, Grantor

APPROVED BY

Edward Rose
Chief Engineer

Registered 9/8/53 No. 601106

John Malli
Asst. Treasurer

886-319

PITTSBURGH CONSOLIDATION COAL COMPANY

JOHN MALLI, et ux.

DEED
from

John Malli
WITNESSES

I HEREBY CERTIFY THE FOREGOING

DESCRIPTION
EXAMINED & CORRECTED
AUG 10 1953
ENGINEERING DEPT.



Pennsylvania } S. S.
Washington Co. }
Recorded in the office for Recording Deeds &c in and
for said county in Deed Book 886 Page 319

WASHINGTON COUNTY TAX REVENUE DEPT
100 WEST BEAU STREET, SUITE 205
WASHINGTON, PA 15301 724-228-5019

CHANGE OF ASSESSMENT NOTICE FOR 2017
DATE OF THIS NOTICE: JULY 1, 2016

DILISCIA NICOLA A & TAMMY J
115 COAL BLUFF RD
FINLEYVILLE, PA 15332

Parcel : 6400080000005000

Location : COAL BLUFF RD

Old Assessment * : \$883

New Assessment ** : \$75,500

New Clean and Green Assessment : \$4,700

NOTICE

The law makes it possible for any taxpayer who feels aggrieved by an assessment to appeal to the Board of Assessment Appeals. Therefore, if you wish to appeal from this assessment, you must file with this Board, on or before August 10, 2016, a statement in writing of such intention to appeal designating the assessment by which you feel aggrieved and the address to which notice to appear for hearing shall be mailed. **If the assessment valuation of your property is satisfactory, no action need be taken.**

Should you desire to appeal this revised assessment, a Notice of Intention to Appeal form may be obtained at the Washington County Tax Revenue Department (address listed above), by visiting the county's website at www.co.washington.pa.us/reassessment or a copy will be mailed upon request. No person may legally appeal any assessment in any year without first having submitted the requisite appeal form, nor shall any person be permitted to appeal an assessment not designated in such statement. If appealed, your assessment is open; it may be raised, lowered or may remain the same. **If you have any questions regarding the above information, please contact 724-228-5019.**

BOARD OF ASSESSMENT APPEALS

IMPORTANT NOTES FOR PROPERTY OWNERS (see back page for additional information)

The purpose of the countywide reassessment is not to increase property tax revenues, but rather to equalize and reapportion property taxes on the basis of the fair market value of each property in Washington County. County, municipal and school taxing authorities are required by Pennsylvania law to reduce their tax rates (millages) in proportion to their overall, respective, assessed value increases. **Please note that these millage reductions cannot take place until after all of the formal appeals have been disposed of, so please avoid trying to estimate your 2017 property taxes at this point in time; not enough information exists in order to do so with any degree of accuracy.**

*Old assessment is reflective of 25% of market value as of January 1, 1981.

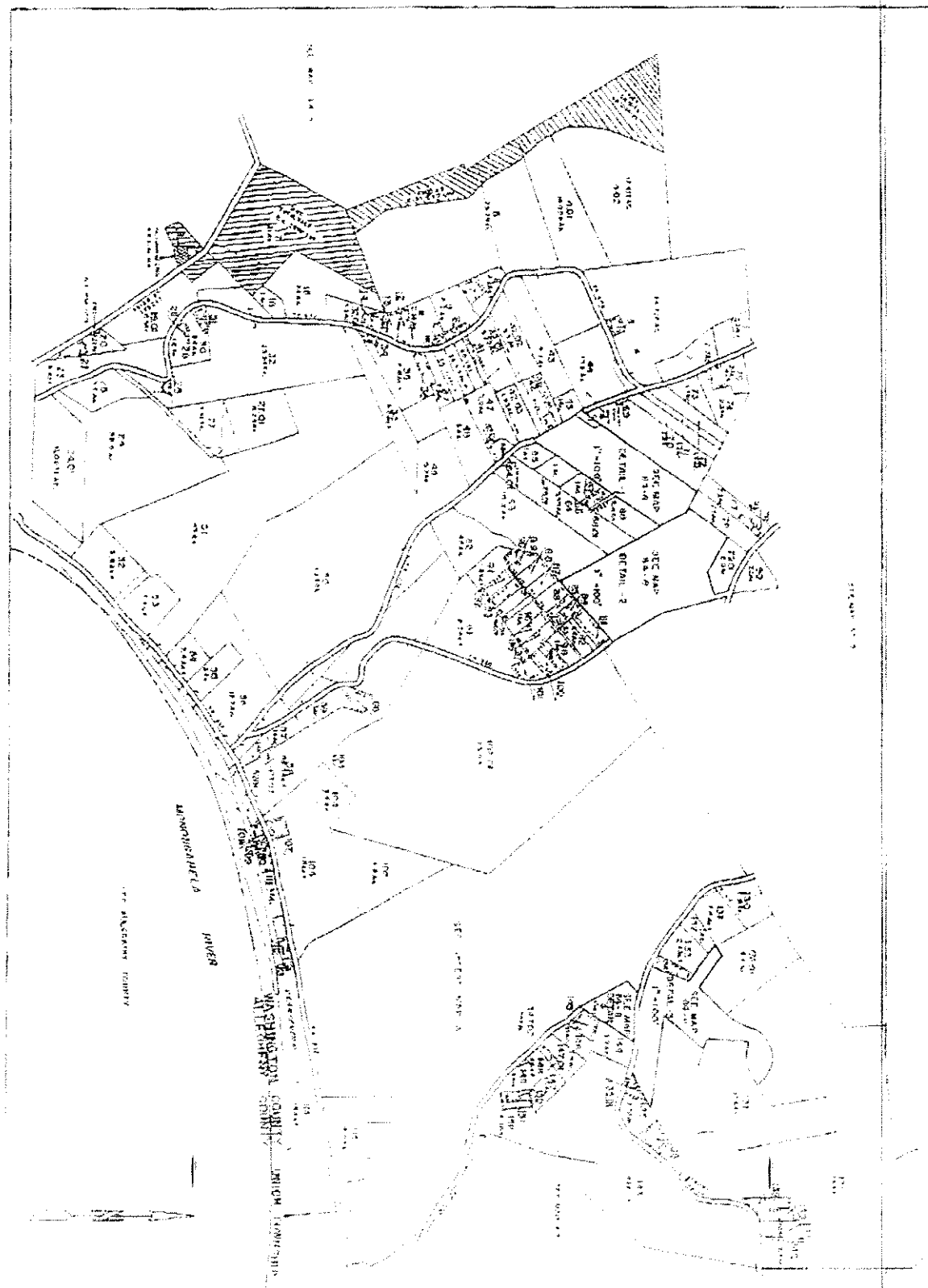
**New assessment is reflective of 100% of market value as of July 1, 2015.

1942-1943	1944-1945	1946-1947	1948-1949	1950-1951	1952-1953	1954-1955	1956-1957	1958-1959	1960-1961	1962-1963	1964-1965	1966-1967	1968-1969	1970-1971	1972-1973	1974-1975	1976-1977	1978-1979	1980-1981	1982-1983	1984-1985	1986-1987	1988-1989	1990-1991	1992-1993	1994-1995	1996-1997	1998-1999	2000-2001	2002-2003	2004-2005	2006-2007	2008-2009	2010-2011	2012-2013	2014-2015	2016-2017	2018-2019	2020-2021	2022-2023	2024-2025	2026-2027	2028-2029	2030-2031	2032-2033	2034-2035	2036-2037	2038-2039	2040-2041	2042-2043	2044-2045	2046-2047	2048-2049	2050-2051	2052-2053	2054-2055	2056-2057	2058-2059	2060-2061	2062-2063	2064-2065	2066-2067	2068-2069	2070-2071	2072-2073	2074-2075	2076-2077	2078-2079	2080-2081	2082-2083	2084-2085	2086-2087	2088-2089	2090-2091	2092-2093	2094-2095	2096-2097	2098-2099	2100-2101	2102-2103	2104-2105	2106-2107	2108-2109	2110-2111	2112-2113	2114-2115	2116-2117	2118-2119	2120-2121	2122-2123	2124-2125	2126-2127	2128-2129	2130-2131	2132-2133	2134-2135	2136-2137	2138-2139	2140-2141	2142-2143	2144-2145	2146-2147	2148-2149	2150-2151	2152-2153	2154-2155	2156-2157	2158-2159	2160-2161	2162-2163	2164-2165	2166-2167	2168-2169	2170-2171	2172-2173	2174-2175	2176-2177	2178-2179	2180-2181	2182-2183	2184-2185	2186-2187	2188-2189	2190-2191	2192-2193	2194-2195	2196-2197	2198-2199	2200-2201	2202-2203	2204-2205	2206-2207	2208-2209	2210-2211	2212-2213	2214-2215	2216-2217	2218-2219	2220-2221	2222-2223	2224-2225	2226-2227	2228-2229	2230-2231	2232-2233	2234-2235	2236-2237	2238-2239	2240-2241	2242-2243	2244-2245	2246-2247	2248-2249	2250-2251	2252-2253	2254-2255	2256-2257	2258-2259	2260-2261	2262-2263	2264-2265	2266-2267	2268-2269	2270-2271	2272-2273	2274-2275	2276-2277	2278-2279	2280-2281	2282-2283	2284-2285	2286-2287	2288-2289	2290-2291	2292-2293	2294-2295	2296-2297	2298-2299	2300-2301	2302-2303	2304-2305	2306-2307	2308-2309	2310-2311	2312-2313	2314-2315	2316-2317	2318-2319	2320-2321	2322-2323	2324-2325	2326-2327	2328-2329	2330-2331	2332-2333	2334-2335	2336-2337	2338-2339	2340-2341	2342-2343	2344-2345	2346-2347	2348-2349	2350-2351	2352-2353	2354-2355	2356-2357	2358-2359	2360-2361	2362-2363	2364-2365	2366-2367	2368-2369	2370-2371	2372-2373	2374-2375	2376-2377	2378-2379	2380-2381	2382-2383	2384-2385	2386-2387	2388-2389	2390-2391	2392-2393	2394-2395	2396-2397	2398-2399	2400-2401	2402-2403	2404-2405	2406-2407	2408-2409	2410-2411	2412-2413	2414-2415	2416-2417	2418-2419	2420-2421	2422-2423	2424-2425	2426-2427	2428-2429	2430-2431	2432-2433	2434-2435	2436-2437	2438-2439	2440-2441	2442-2443	2444-2445	2446-2447	2448-2449	2450-2451	2452-2453	2454-2455	2456-2457	2458-2459	2460-2461	2462-2463	2464-2465	2466-2467	2468-2469	2470-2471	2472-2473	2474-2475	2476-2477	2478-2479	2480-2481	2482-2483	2484-2485	2486-
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UNION TOWNSHIP
WASHINGTON COUNTY
PENNSYLVANIA

[illegible]

2147 NO



Clean and Green FAQs*

WHAT IS CLEAN AND GREEN?

Clean and Green is a preferential tax assessment program that bases property taxes on use values rather than fair market values. This ordinarily results in a tax savings for landowners. The Pennsylvania General Assembly enacted the program in 1974 as a tool to encourage protection of the Commonwealth's valuable farmland, forestland and open spaces.

WHAT ARE THE ELIGIBILITY REQUIREMENTS FOR CLEAN AND GREEN PROPERTY?

Properties must be enrolled in one of three categories: Agricultural Use, Agricultural Reserve or Forest Reserve. Agricultural Use properties typically must be ten acres in size and be dedicated to the production of an agricultural commodity. Agricultural Use properties may be less than ten acres in size if the property generates at least \$2,000 annually in farm income. Forest Reserve properties must be ten contiguous acres in size and a majority of the land must be stocked with trees. Agricultural Reserve properties must be ten contiguous acres in size and is the only category whereby property needs to remain open to the public for passive recreational uses free-of-charge on a non-discriminatory basis. However, a landowner may place reasonable restrictions on said access. Examples include: limiting access after dark, prohibiting hunting and restricting use of motorized vehicles.

WHAT ARE MY RESPONSIBILITIES IF MY PROPERTY IS APPROVED FOR CLEAN AND GREEN?

A landowner must make sure that the approved property is utilized in a manner consistent with the Clean and Green usages listed above. Also, a landowner must provide 30 days' notice to the county assessment office of a proposed change in use of the land, a change in ownership of any portion of the land, or any type of division or conveyance of the enrolled land.

WHAT IS THE PENALTY FOR A CHANGE IN USE OF CLEAN AND GREEN LAND?

A landowner who breaches the covenant is subject to seven years of rollback taxes. The rollback tax is the difference between what was paid under Clean and Green versus what would have been paid if the property had not been enrolled, plus 6% simple interest per year.

MAY I SELL OR DIVIDE MY PROPERTY WITHOUT HAVING TO PAY ROLLBACK TAXES?

The Act allows for two types of divisions or conveyances: split-offs and separations. A split-off is a division, by conveyance or other action of the owner, of land into two or more tracts, for use of constructing a residence. No more than two acres may be split-off per year except if the municipality requires a minimum three-acre subdivision to construct the residence. Cumulative split-offs cannot exceed 10 acres or 10% of the total land originally enrolled, whichever is the lesser of the two. Rollback taxes would be due only with respect to the land split-off. A separation is a division, by conveyance or other action of the owner, of land into two or more tracts of land that continue to be in Agricultural Use, Agricultural Reserve, or Forest Reserve. The tracts must usually be at least 10 acres in size and continue to meet the qualifications. No rollback taxes would be due as a result of said transactions.

MAY I CONDUCT NON-AGRICULTURAL ACTIVITIES ON MY CLEAN AND GREEN PROPERTY?

The Act allows for a "rural enterprise incidental to the operational unit." This is defined as a commercial enterprise or venture that is conducted on two acres or less of enrolled land and when conducted, does not permanently impede or otherwise interfere with the production of an agricultural commodity on that portion of enrolled land. The two acres on which this enterprise is conducted would be removed from preferential assessment and rollback taxes would be due with respect to those two acres.

MAY I ENGAGE IN ENERGY DEVELOPMENT ON MY CLEAN AND GREEN PROPERTY?

The program was recently amended to provide for oil and gas development with a limited rollback tax penalty. Rollback taxes are only due with respect to those areas of the property devoted to the activity as determined by the county assessor upon submission of a well production report to the Pennsylvania Department of Environmental Protection (DEP). Similarly, commercial wind production is now permitted with rollback taxes limited to those areas devoted to the activity. Tier one alternative energy systems - such as solar and biomass - are permitted without any rollback tax penalty if the majority of energy is utilized on the enrolled tract.

MAY I ENGAGE IN MINING ON MY CLEAN AND GREEN PROPERTY?

The program was recently amended to allow for one small non-coal surface mining permit on enrolled land. Rollback taxes are due only with respect to the mined areas.

CAN I REMOVE MY PROPERTY FROM CLEAN AND GREEN AFTER IT HAS BEEN ENROLLED?

A landowner may voluntarily remove their land from Clean and Green by notifying the county assessor by June 1 of the year immediately preceding the tax year for which removal is requested. Rollback taxes are due upon submission of the request.

WHAT IS THE DEADLINE TO APPLY FOR CLEAN AND GREEN?

The application deadline is June 1 of each year, in order to be considered for the following tax year.

HOW DO I APPLY FOR CLEAN AND GREEN?

Contact the Washington County Tax Revenue Department to request an application or visit us on the web at www.co.washington.pa.us

Contact

Brad Boni
Chief Assessor
724-250-4614
bonibrad@co.washington.pa.us

Raffaele Casale
Assistant Chief Assessor
724-250-4621
casalera@co.washington.pa.us

*Portions of these FAQs were borrowed from the PA Dept. of Agriculture's website.

DUAL AGENCY CONSENT AND CONFIRMATION AGREEMENT

(To be signed by Buyer before signing offer and to be signed by Seller before reviewing offer.)

1. Seller and Buyer acknowledge and agree that the purchase agreement they are considering involves representation by a Disclosed Dual Agent. The following information details the roles of the parties regarding Dual Agency.

Note: When the term "DUAL AGENT" is used, it will always mean the Broker (Berkshire Hathaway HomeServices The Preferred Realty) who, by contracts previously entered into, represents the interests of both the Buyer and the Seller in this agreement. The term DUAL AGENT will apply to a Salesperson/Associate Broker only if the same Salesperson/Associate Broker has been previously identified as the Designated Agent to represent the interests of both parties (Buyer and Seller) named in this agreement. If the Designated Agent of the Buyer and the Designated Agent of the Seller are not the same Salesperson/Associate Broker, then the term Dual Agent will apply only to the Broker, and the Buyer and Seller will each continue to be fully represented by their previously identified Designated Agents.

2. Dual Agent's Role: Seller and Buyer acknowledge that, prior to the creation of the Dual Agency, the Agent represented either the Buyer or the Seller. The Agent acted as the Agent of Seller or acted as the Agent of Buyer. In those separate roles, the Agent may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to the Agent. Seller and Buyer agree that the Dual Agent shall not be liable to either party for refusing or failing to disclose information which would harm one party's bargaining position and would benefit the other party. However, this Agreement shall not prevent the Agent from disclosing to Buyer any known material defects in the property or any other matter that must be disclosed by state law and/or regulation. The Agent agrees not to disclose (a) to Buyer information about what price Seller will accept other than the Listing Price, or (b) to Seller information about what price Buyer will pay other than any written offered price. In the event that Seller and Buyer do not enter into an agreement for the purchase of Seller's property by Buyer (the "Purchase Agreement"), or in the event that the Purchase Agreement between Seller and Buyer does not close, the Dual Agency role and this Agreement will be terminated.
3. Seller's and Buyer's Role: Seller and Buyer acknowledge that they are aware of the implication of the Agent's Dual Agency role including the limitation on the Agent's ability to represent Seller or Buyer fully and exclusively. Seller and Buyer have determined that the benefits of entering into a transaction between them with the Agent acting as agent for both of them outweigh such implications. Seller and Buyer understand that they may each seek independent legal counsel in order to assist with any matter relating to a Purchase Agreement or to the transaction which is the subject matter of a Purchase Agreement. Seller and Buyer agree that Agent shall not be liable for any claims, damages, losses, expenses or liabilities arising from the Agent's role as a Dual Agent. Seller and Buyer shall have a duty to protect their own interests and should read this Agreement and any Purchase Agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.
4. Seller and Buyer agree that all "comparable" property information available through the Multiple Listing Service or otherwise, including listed and sold properties, may be disclosed to both Seller and Buyer. Agent will not advise or counsel Seller or Buyer, interpret data, or make recommendations based on this information.
5. Seller and Buyer understand and agree that Broker compensation is not set by law and is fully negotiable. Broker shall have the right to collect compensation or a fee from the Seller, the Buyer, or both according to the terms of their respective agency contracts.
6. Seller and Buyer are advised to seek competent legal and tax advice with regard to this transaction, and with regard to all documents executed in connection with this transaction including this Dual Agency Consent Agreement.
7. Seller and Buyer recognize and agree that this document does not replace those documents signed earlier, i.e. the Buyer Agency Contract signed by the Buyer on _____, and the Exclusive Right to Sell Listing Agreement signed by the Seller on 7/18/25. However, in any areas where this document contradicts or conflicts with those documents, this Dual Agency Consent Agreement shall supersede. This agreement hereby becomes a part of the attached Purchase Agreement entered into between the parties whose signatures appear below.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: Nicola A Diliscia Sr Date: 7/18/25

Seller: _____ Date: _____



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