## SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

**PROPERTY** 4018 Everlawn Street, West Mifflin, PA 15122

**SELLER** Nancy J Paul, Gregory Paul

### INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

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

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

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

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

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

### COMMON LAW DUTY TO DISCLOSE

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

### EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

_____ DATE _____



Pennsylvania Association of Realtors®

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Lori Maffeo

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

## 1. SELLER'S EXPERTISE

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| A | ✓ | | | |
| B | | ✓ | | |
| C | | ✓ | | |

(A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the Property and its improvements?

(B) Is Seller the landlord for the Property?

(C) Is Seller a real estate licensee?

**Explain any "yes" answers in Section 1:** _____

## 2. OWNERSHIP/OCCUPANCY

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| A1 | | | | |
| A2 | ✓ | | | |
| A3 | ✓ | | | |
| A4 | | | | |
| | | | | |
| B1 | ✓ | | | |
| B2 | | ✓ | | |
| B3 | | ✓ | | |
| B4 | | ✓ | | |
| C | | | | |

(A) **Occupancy**

1. When was the Property most recently occupied? Currently
2. By how many people? 2
3. Was Seller the most recent occupant?
4. If "no," when did Seller most recently occupy the Property? _____

(B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:

1. The owner
2. The executor or administrator
3. The trustee
4. An individual holding power of attorney

(C) When was the Property acquired? _____

(D) List any animals that have lived in the residence(s) or other structures during your ownership: _____
Dogs

**Explain Section 2 (if needed):** _____

## 3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| B1 | | | | |
| B2 | | | | |
| B3 | | | | |
| B4 | | | | |
| C | | | | |
| D | | | | |
| | | | | |
| F1 | | | | |
| F2 | | | | |
| F3 | | | | |
| F4 | | | | |
| F | | | | |

(A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

(B) **Type.** Is the Property part of a(n):

1. Condominium
2. Homeowners association or planned community
3. Cooperative
4. Other type of association or community _____

(C) If "yes," how much are the fees? $_____, paid (☐ Monthly)(☐ Quarterly)(☐ Yearly)

(D) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____

(E) If "yes," provide the following information:

1. Community Name _____
2. Contact _____
3. Mailing Address _____
4. Telephone Number _____

(F) How much is the capital contribution/initiation fee(s)? $ _____

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

## 4. ROOFS AND ATTIC

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| A1 | | | | |
| A2 | | | | |
| | | | | |
| B1 | ✓ | | | |
| B2 | ✓ | | | |
| | | | | |
| C1 | | ✓ | | |
| C2 | | ✓ | | |
| C3 | | ✓ | | |

(A) **Installation**

1. When was or were the roof or roofs installed? June 2026
2. Do you have documentation (invoice, work order, warranty, etc.)?

(B) **Repair**

1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
2. If it or they were replaced or repaired, were any existing roofing materials removed?

(C) **Issues**

1. Has the roof or roofs ever leaked during your ownership?
2. Have there been any other leaks or moisture problems in the attic?
3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

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

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

## 5. BASEMENTS AND CRAWL SPACES

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| **(A) Sump Pump** | | | | |
| 1. Does the Property have a sump pit? If "yes," how many? _____ | ✓ | | | |
| 2. Does the Property have a sump pump? If "yes," how many? 1 | | | | |
| 3. If it has a sump pump, has it ever run? | ✓ | | | |
| 4 If it has a sump pump, is the sump pump in working order? | ✓ | | | |
| **(B) Water Infiltration** | | | | |
| 1. Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space? | ✓ | | | |
| 2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? | ✓ | | | |
| 3. Are the downspouts or gutters connected to a public sewer system? | | ✓ | | |

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

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

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| **(A) Status** | | | | |
| 1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property? | ✓ | | | |
| 2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests? | | ✓ | | |
| **(B) Treatment** | | | | |
| 1. Is the Property currently under contract by a licensed pest control company? | ✓ | | | |
| 2. Are you aware of any termite/pest control reports or treatments for the Property? | ✓ | | | |

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

## 7. STRUCTURAL ITEMS

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? | | ✓ | | |
| (B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property? | | ✓ | | |
| (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)? ← DAMPNESS BASEMENT | ✓ | | | |
| **(D) Stucco and Exterior Synthetic Finishing Systems** | | | | |
| 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone? | | ✓ | | |
| 2. If "yes," indicate type(s) and location(s) _____ | | | | |
| 3. If "yes," provide date(s) installed _____ | | | | |
| (E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property? | | ✓ | | |
| (F) Are you aware of any defects (including stains) in flooring or floor coverings? | | ✓ | | |

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

## 8. ADDITIONS/ALTERATIONS

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| (A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below. | | | | |

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

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

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

☐ **A sheet describing other additions and alterations is attached.**

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| (B) Are you aware of any private or public architectural review control of the Property other than zoning codes? If "yes," explain: _____ B | | | | |

***Note to Buyer:*** *The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changes made by the 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.*

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

## 9. WATER SUPPLY

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| (A) **Source.** Is the source of your drinking water (check all that apply): | | | | | |
| 1. Public | A1 | ✓ | | | |
| 2. A well on the Property | A2 | | | | |
| 3. Community water | A3 | | | | |
| 4. A holding tank | A4 | | | | |
| 5. A cistern | A5 | | | | |
| 6. A spring | A6 | | | | |
| 7. Other _____ | A7 | | | | |
| 8. If no water service, explain: _____ | | | | | |
| (B) **General** | | | | | |
| 1. When was the water supply last tested? _____ | B1 | | | | NA |
| Test results: _____ | | | | | N |
| 2. Is the water system shared? | B2 | | ✓ | | |
| If "yes," is there a written agreement? | B3 | | ✓ | | |
| 4. Do you have a softener, filter or other conditioning system? | B4 | | ✓ | | |
| 5. Is the softener, filter or other treatment system leased? From whom? _____ | B5 | | | | |
| 6. If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____ | B6 | | | | |
| (C) **Bypass Valve** (for properties with multiple sources of water) | | | | | |
| 1. Does your water source have a bypass valve? | C1 | | ✓ | | |
| 2. If "yes," is the bypass valve working? | C2 | | | | |
| (D) **Well** | | | | | |
| 1. Has your well ever run dry? | D1 | | | | |
| 2. Depth of well _____ | D2 | | | | |
| 3. Gallons per minute: _____, measured on (date) _____ | D3 | | | | |
| 4. Is there a well that is used for something other than the primary source of drinking water? | D4 | | | | |
| If "yes," explain _____ | | | | | |
| 5. If there is an unused well, is it capped? | D5 | | | | |

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

(E) **Issues**

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| 1. | Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system and related items? | | ✓ | | |
| 2. | Have you ever had a problem with your water supply? | | ✓ | | |

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

## 10. SEWAGE SYSTEM

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| **(A) General** | | | | | |
| 1. | Is the Property served by a sewage system (public, private or community)? | ✓ | | | |
| 2. | If "no," is it due to unavailability or permit limitations? | | | | |
| 3. | When was the sewage system installed (or date of connection, if public)? _____ | | | | |
| 4. | Name of current service provider, if any: PA American | | | | |
| **(B) Type** Is your Property served by: | | | | | |
| 1. | Public | ✓ | | | |
| 2. | Community (non-public) | | ✓ | | |
| 3. | An individual on-lot sewage disposal system | | ✓ | | |
| 4. | Other, explain: _____ | | | | |
| **(C) Individual On-lot Sewage Disposal System.** (check all that apply): | | | | | |
| 1. | Is your sewage system within 100 feet of a well? | | ✓ | | |
| 2. | Is your sewage system subject to a ten-acre permit exemption? | | | | |
| 3. | Does your sewage system include a holding tank? | | | | |
| 4. | Does your sewage system include a septic tank? | | | | |
| 5. | Does your sewage system include a drainfield? | | | | |
| 6. | Does your sewage system include a sandmound? | | | | |
| 7. | Does your sewage system include a cesspool? | | | | |
| 8. | Is your sewage system shared? | | | | |
| 9. | Is your sewage system any other type? Explain: _____ | | | | |
| 10. | Is your sewage system supported by a backup or alternate system? | | | | |
| **(D) Tanks and Service** | | | | | |
| 1. | Are there any metal/steel septic tanks on the Property? | | | | |
| 2. | Are there any cement/concrete septic tanks on the Property? | | | | |
| 3. | Are there any fiberglass septic tanks on the Property? | | | | |
| 4. | Are there any other types of septic tanks on the Property? Explain _____ | | | | |
| 5. | Where are the septic tanks located? _____ | | | | |
| 6. | When were the tanks last pumped and by whom? _____ | | | | |
| **(E) Abandoned Individual On-lot Sewage Disposal Systems and Septic** | | | | | |
| 1. | Are you aware of any abandoned septic systems or cesspools on the Property? | | ✓ | | |
| 2. | If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance? | | ✓ | | |
| **(F) Sewage Pumps** | | | | | |
| 1. | Are there any sewage pumps located on the Property? | | ✓ | | |
| 2. | If "yes," where are they located? _____ | | | | |
| 3. | What type(s) of pump(s)? _____ | | | | |
| 4. | Are pump(s) in working order? | | | | |
| 5. | Who is responsible for maintenance of sewage pumps? _____ | | | | |
| **(G) Issues** | | | | | |
| 1. | How often is the on-lot sewage disposal system serviced? _____ | | | | |
| 2. | When was the on-lot sewage disposal system last serviced and by whom? _____ | | | | |
| 3. | Is any waste water piping not connected to the septic/sewer system? | | ✓ | | |
| 4. | Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items? | | ✓ | | |

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

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

## 11. PLUMBING SYSTEM

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| (A) **Material(s).** Are the plumbing materials (check all that apply): | | | | | |
| 1. Copper | A1 | ✓ | | | |
| 2. Galvanized | A2 | | | | |
| 3. Lead | A3 | | | | |
| 4. PVC | A4 | | | | |
| 5. Polybutylene pipe (PB) | A5 | | | | |
| 6. Cross-linked polyethyline (PEX) | A6 | | | | |
| 7. Other _____ | A7 | | | | |
| (B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)? | B | | | | |

If "yes," explain: _____

## 12. DOMESTIC WATER HEATING

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| (A) **Type(s).** Is your water heating (check all that apply): | | | | | |
| 1. Electric | A1 | | ✓ | | |
| 2. Natural gas | A2 | ✓ | | | |
| 3. Fuel oil | A3 | | | | |
| 4. Propane | A4 | | | | |
| If "yes," is the tank owned by Seller? | | | | | |
| 5. Solar | A5 | | | | |
| If "yes," is the system owned by Seller? | | | | | |
| 6. Geothermal | A6 | | | | |
| 7. Other _____ | A7 | | | | |
| (B) **System(s)** | | | | | |
| 1. How many water heaters are there? _____ | B1 | | | | |
| Tanks _____ Tankless _____ | | | | | |
| 2. When were they installed? _____ 2021 | B2 | | | | |
| 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)? | B3 | | ✓ | | |
| (C) Are you aware of any problems with any water heater or related equipment? | C | | ✓ | | |

If "yes," explain: _____

## 13. HEATING SYSTEM

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| (A) **Fuel Type(s).** Is your heating source (check all that apply): | | | | | |
| 1. Electric | A1 | | ✓ | | |
| 2. Natural gas | A2 | ✓ | | | |
| 3. Fuel oil | A3 | | | | |
| 4. Propane | A4 | | | | |
| If "yes," is the tank owned by Seller? | | | | | |
| 5. Geothermal | A5 | | | | |
| 6. Coal | A6 | | | | |
| 7. Wood | A7 | | | | |
| 8. Solar shingles or panels | A8 | | | | |
| If "yes," is the system owned by Seller? | | | | | |
| 9. Other: INSTALLED APPROX 2000 | A9 | | | | |
| (B) **System Type(s)** (check all that apply): | | | | | |
| 1. Forced hot air | B1 | ✓ | ✓ | | |
| 2. Hot water | B2 | ✓ | | | |
| 3. Heat pump | B3 | | | | |
| 4. Electric baseboard | B4 | | | | |
| 5. Steam | B5 | | | | |
| 6. Radiant flooring | B6 | | | | |
| 7. Radiant ceiling | B7 | | | | |

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

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| 8. Pellet stove(s) How many and location? | | ✓ | | |
| 9. Wood stove(s) How many and location? | | ✓ | | |
| 10. Coal stove(s) How many and location? | | ✓ | | |
| 11. Wall-mounted split system(s) How many and location? | | ✓ | | |
| 12. Other: | | ✓ | | |
| 13. If multiple systems, provide locations | | | | |

(C) **Status**

| | | | | |
|---|---|---|---|---|
| 1. Are there any areas of the house that are not heated? If "yes," explain: Garage Attic | | | | |
| 2. How many heating zones are in the Property? | | | | |
| 3. When was each heating system(s) or zone installed? 2000 | | | | |
| 4. When was the heating system(s) last serviced? | | | | |
| 5. Is there an additional and/or backup heating system? If "yes," explain: | | ✓ | ✓ | |
| 6. Is any part of the heating system subject to a lease, financing or other agreement? If "yes," explain: | | ✓ | | |

(D) **Fireplaces and Chimneys**

| | | | | |
|---|---|---|---|---|
| 1. Are there any fireplaces? How many? No | | ✓ | | |
| 2. Are all fireplaces working? | | ✓ | | |
| 3. Fireplace types (wood, gas, electric, etc.): | | | | |
| 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative? | | ✓ | | |
| 5. Are there any chimneys (from a fireplace, water heater or any other heating system)? | ✓ | | | |
| 6. How many chimneys? 1 | | | | |
| 7. When were they last cleaned? | | | | |
| 8. Are the chimneys working? If "no," explain: | | | | |

(E) **Fuel Tanks**

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

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

| | | | | |
|---|---|---|---|---|
| | | ✓ | | |

**14. AIR CONDITIONING SYSTEM**

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

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

(B) Are there any areas of the house that are not air conditioned? If "yes," explain: ALL

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

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

## 15. ELECTRICAL SYSTEM

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| (A) **Type(s)** | | | | | |
| 1. Does the electrical system have fuses? | A1 | | ✓ | | |
| 2. Does the electrical system have circuit breakers? | A2 | ✓ | | | |
| 3. Is the electrical system solar powered? | A3 | | ✓ | | |
| a. If "yes," is it entirely or partially solar powered? _____ | 3a | | | | |
| b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain: _____ | 3b | | | | |
| (B) What is the system amperage? 220 - 100 AMP | B | | | | |
| (C) Are you aware of any knob and tube wiring in the Property? | C | | | | |
| (D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____ | D | | ✓ | | |

## 16. OTHER EQUIPMENT AND APPLIANCES

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

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

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

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

## 17. POOLS, SPAS AND HOT TUBS

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| (A) Is there a swimming pool on the Property? If "yes,": | A | | ✓ | | |
| 1. Above-ground or in-ground? _____ | A1 | | | | |
| 2. Saltwater or chlorine? _____ | A2 | | | | |
| 3. If heated, what is the heat source? _____ | A3 | | | | |
| 4. Vinyl-lined, fiberglass or concrete-lined? _____ | A4 | | | | |
| 5. What is the depth of the swimming pool? _____ | A5 | | | | |
| 6. Are you aware of any problems with the swimming pool? | A6 | | | | |
| 7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)? | A7 | | | | |
| (B) Is there a spa or hot tub on the Property? | B | | | | |
| 1. Are you aware of any problems with the spa or hot tub? | B1 | ✓ | | | |
| 2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)? | B2 | | | | |

(C) **Explain any problems in Section 17:** Being Repaired

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

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

(B) **Boundaries**

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| 1. | Are you aware of encroachments, boundary line disputes, or easements affecting the Property? | | ✓ | | |
| 2. | Is the Property accessed directly (without crossing any other property) by or from a public road? | | | | |
| 3. | Can the Property be accessed from a private road or lane? | | | | |
| a. | If "yes," is there a written right of way, easement or maintenance agreement? | | | | |
| b. | If "yes," has the right of way, easement or maintenance agreement been recorded? | | | | |
| 4. | Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements? | | | | |

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

**Explain any "yes" answers in Section 20(B):** _____

## 21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| 1. | Are you aware of any tests for mold, fungi, or indoor air quality in the Property? | | ✓ | | |
| 2. | Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property? | | ✓ | | |

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

(B) **Radon**

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| 1. | Are you aware of any tests for radon gas that have been performed in any buildings on the Property? | | ✓ | | |
| 2. | If "yes," provide test date and results _____ | | | ✓ | |
| 3. | Are you aware of any radon removal system on the Property? | | ✓ | | |

(C) **Lead Paint**

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

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| 1. | Are you aware of any lead-based paint or lead-based paint hazards on the Property? | | ✓ | | |
| 2. | Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? | | | | |

(D) **Tanks**

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| 1. | Are you aware of any existing underground tanks? | | ✓ | | |
| 2. | Are you aware of any underground tanks that have been removed or filled? | | ✓ | | |

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

If "yes," location: _____

(F) **Other**

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| 1. | Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)? | | ✓ | | |
| 2. | Are you aware of any other hazardous substances or environmental concerns that may affect the Property? | | ✓ | | |
| 3. | If "yes," have you received written notice regarding such concerns? | | ✓ | | |
| 4. | Are you aware of testing on the Property for any other hazardous substances or environmental concerns? | | ✓ | | |

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

## 22. MISCELLANEOUS

(A) **Deeds, Restrictions and Title**

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| 1. | Are there any deed restrictions or restrictive covenants that apply to the Property? | | ✓ | | |
| 2. | Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property? | | ✓ | | |

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

## 18. WINDOWS

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| (A) Have any windows or skylights been replaced during your ownership of the Property? | | ✓ | | |
| (B) Are you aware of any problems with the windows or skylights? | | ✓ | | |

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

## 19. LAND/SOILS

(A) **Property**

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| 1. Are you aware of any fill or expansive soil on the Property? | | ✓ | | |
| 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the Property? | | ✓ | | |
| 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the Property? | | ✓ | | |
| 4. Have you received written notice of sewage sludge being spread on an adjacent property? | | ✓ | | |
| 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on the 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 further information on mine subsidence insurance are available through* Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

(B) **Preferential Assessment and Development Rights**

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

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| 1. Farmland and Forest Land Assessment Act - 72 P.S.§5490.1, et seq. (Clean and Green Program) | | | | |
| 2. Open Space Act - 16 P.S. §11941, et seq. | | | | |
| 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights) | | | | |
| 4. Any other law/program: _____ | | | | |

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

(C) **Property Rights**

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

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| 1. Timber | ✓ | | | |
| 2. Coal | | | | |
| 3. Oil | | | | |
| 4. Natural gas | | | | |
| 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain: _____ | | | | |

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

**Explain any "yes" answers in Section 19:** _____

## 20. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

| | Yes | No | Unk | N/A |
|---|---|---|---|---|
| 1. Is any part of this Property located in a wetlands area? | | ✓ | | |
| 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)? | | ✓ | | |
| 3. Do you maintain flood insurance on this Property? | | ✓ | | |
| 4. Are you aware of any past or present drainage or flooding problems affecting the Property? | | | | |
| 5. Are you aware of any drainage or flooding mitigation on the Property? | | | | |
| 6. Are you aware of the presence on the Property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature? | | ✓ | | |
| 7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property? | | ✓ | | |

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

| | | Yes | No | Unk | N/A |
|---|---|---|---|---|---|
| 3. | Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the Property? | | ✓ | | |
| **(B) Financial** | | | | | |
| 1. | Are you aware of any public improvement, condominium or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected? | | ✓ | | |
| 2. | Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale? | | ✓ | | |
| 3. | Are you aware of any insurance claims filed relating to the Property during your ownership? | | | | |
| **(C) Legal** | | | | | |
| 1. | Are you aware of any violations of federal, state, or local laws or regulations relating to this Property? | | ✓ | | |
| 2. | Are you aware of any existing or threatened legal action affecting the Property? | | | | |
| **(D) Additional Material Defects** | | | | | |
| 1. | Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form? | | ✓ | | |

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

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

**Explain any "yes" answers in Section 22:** _____

## 23. ATTACHMENTS

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

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

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

**SELLER** × Nancy J Paul **Nancy J Paul DATE** 8/6/21

**SELLER** × Gregory Paul **Gregory Paul DATE** 8/6/21

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

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

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

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

## RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

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

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

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



Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com 4018 Everlawn

# Precision Pest II

3420 Willett Road
Pittsburgh, PA 15227
(412) 377-6647

## WOOD DESTROYING ORGANISMS – PESTICIDE APPLICATION RECORD

**Date of Application** 8-5-26 **Time in** 10AM **Time out** 11AM

**Name of Applicator** TAMMY DIULUS

**Crew Members** TOM R.

**Customer's Name and Phone** _____

**Customer's Address** 4018 EVERLAWN ST
WEST MIFFLIN, PA 15122

☐ Preventive Treatment ☒ Corrective Treatment

☐ Re-Treatment (*Describe area and methods below in "Comments" section*)

**TARGET PESTS:**

| | | | |
|---|---|---|---|
| ☒ Termites | ☐ Wood-Boring Beetles | ☐ Carpenter Ants | ☐ Carpenter Bees |
| ☐ Horntail Wasps | ☐ Powderpost Beetles | ☐ Weevils | ☐ |
| ☐ | ☐ | ☐ | ☐ |

| **PRODUCT(S) APPLIED:** | **Amount Applied** |
|---|---|
| ☒ TALSTAR TERMITICIDE | 32 Gallons |
| ☐ _____ | _____ Gallons |
| ☐ _____ | _____ Gallons |
| ☐ _____ | _____ Gallons |
| ☐ _____ | _____ Gallons |
| ☐ Aerosol (specify) _____ | _____ Gallons |
| ☐ Other _____ | _____ Gallons |
| ☐ Odor Neutralizer _____ | _____ Gallons |

**Comments:** _____

**Applicator's Signature** Tammy Diulus

**Applicator's State License #** 40201 **Date** 8-5-26

# Precision Pest II

3420 Willett Road
Pittsburgh, PA 15227
(412) 377-6647

## INVOICE

**To** _____ **Date** 8-5-26

4018 EVERLAWN ST
WEST MIFFLIN, PA 15122

PD IN Full Cash PB

**Terms of payment**

| | |
|---|---|
| **To be paid at closing** | ___ |
| **Paid in full** | ✓ |
| **Remit by mail** | ___ |

| Qty | Description | Amount |
|---|---|---|
| ___ | **Wood destroying insect report** | _____ |
| ___ | **3 Months Warranty for Carpenter Ants** | _____ |
| ___ | **6 Months Warranty for Carpenter Ants** | _____ |
| ___ | **1 Year Warranty for Carpenter Ants** | _____ |
| ___ | **1 Time Service with ____ day Warranty** | _____ |
| 1000.00 50% OFF REACTOR DISC. | **Termite Treatment with 1 year Warranty** | 500.00 |
| ___ | **Monthly General Pest Control** | _____ |
| ___ | **Quarterly General Pest Control** | _____ |
| | **Sub-Total:** | 500.00 |
| | **Tax:** | _____ |
| | **Total:** | 500.00 |

# Precision Pest II

3420 Willett Road
Pittsburgh, PA 15227
(412) 377-6647

Dear Home Owner,

You may or may not be aware that Precision Pest II has treated your home for termites, and that your termite warranty is ready to expire.

By renewing your warranty with us, you will receive a free inspection and any treatment(s) required to guarantee your protection against a further termite attack during the term of this warranty.

This warranty is transferable if you decide to sell your home, thus adding value to the sale.

Please contact us at 412-377-6647 before your warranty expires, to prevent the additional cost of an inspection to reactivate your home's termite warranty.

THANK YOU for your business! I look forward to serving your home's extermination needs.

Sincerely,

Tammy Dill

---

**Please return the bottom portion with your payment.**

**Name** _____

**Phone** _____

**Street** 4018 EVERLAWN ST

**City** WEST MIFFLIN

**State** PA **Zip** 15122

**Current Warranty Expiration Date** 8-5-27

**Check #** _____

**Amount** $ 100.00

# 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).

PROPERTY 4018 Everlawn Street, West Mifflin, PA 15122

SELLER Nancy J Paul, Gregory Paul

BUYER _____

## 1. TITLE

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

## 2. TITLE SEARCH CONTINGENCY

(A) Buyer understands and acknowledges that 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.

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

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

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

1. **Within the Investigation Period**, Buyer will have completed an investigation of the ownership rights/interests and status of the oil, gas and/or mineral rights/interests to the Property. Buyer will pay for any and all costs associated with the title search.
2. If the result of the investigation demonstrates terms that are unsatisfactory to Buyer, Buyer will, **within the stated Investigation Period:**
   a. **Accept the Property** and agree to the RELEASE in 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 contained in the Agreement of Sale, OR
   c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

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

## 3. EXCEPTION (IF APPLICABLE)

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

_____

_____

_____

_____

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

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

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

☐ Oil _____

☐ Gas _____

☐ Minerals _____

☐ Coal _____

☐ Other _____



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rev. 9/22; rel. 1/23

(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: _____

## 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** | Nancy J Paul | **Nancy J Paul** | **DATE** 8/6/26 |
| **SELLER** | Gregory Paul | **Gregory Paul** | **DATE** 8/6/26 |
| **SELLER** | _____ | | **DATE** _____ |



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

# RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

**THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978**

**PROPERTY** 4018 Everlawn Street, West Mifflin, PA 15122

**SELLER** Nancy J Paul, Gregory Paul

**LEAD WARNING STATEMENT**

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

**SELLER'S DISCLOSURE**

GP / NP **Seller has no knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

___ / ___ **Seller has knowledge** of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

**SELLER'S RECORDS/REPORTS**

GP / NP **Seller has no records or reports** pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

___ / ___ **Seller has provided** Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in or about the Property. (List documents): _____

**Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.**

**SELLER** Nancy J Paul **Nancy J Paul DATE** 8/6/26

**SELLER** Gregory Paul **Gregory Paul DATE** 8/6/26

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

**BUYER** _____

**DATE OF AGREEMENT** _____

**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 one):

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

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

**Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.**

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

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

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

**AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

LM Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

**Seller Agent and Buyer Agent must both sign this form.**

**BROKER FOR SELLER (Company Name)** BHHS THE PREFERRED REALTY

**LICENSEE** Lori Maffeo **Lori Maffeo DATE** 8/6/26

**BROKER FOR BUYER (Company Name)** _____

**LICENSEE** _____ **DATE** _____

Pennsylvania Association of Realtors®

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# 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 as well as the agreement of sale.

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 8/6/26. 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.

8. This Dual Agency Consent form may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same consent of the Parties.

**I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT.**

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: Nancy Paul **Nancy J Paul** Date: 8/6/26

Seller: Gregory Paul **Gregory Paul** Date: 8/6/26

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