

Joe R. Pyle Complete Auction & Realty Service
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JOE R. PYLE, BROKER

**REAL ESTATE PURCHASE AGREEMENT
 (Pennsylvania)**

THIS REAL ESTATE PURCHASE AGREEMENT (“**Agreement**”), made this ____ day of **August, 2016**, by and between CNX Land LLC, a Delaware limited liability company (“**Seller**”) and _____ (“**Buyer**”) with respect to the following **SURFACE ONLY** of property described **Schedule A**, together with all improvements, fixtures and structures erected thereon (i) **less and except** the EXCLUDED RIGHTS and INTERESTS as set forth in the QUITCLAIM DEED, attached hereto at **Exhibit 1** and incorporated herein as if set forth at length (the “**Deed**”), including but not limited the various blanket easements, surface use rights, and licenses across the Property, and the specific easement on, over and across the Easement Area depicted on **Schedule A**, (ii) **under and subject to** all ENCUMBRANCES set forth in the Deed, and (iii) **WITHOUT WARRANTY OF ANY KIND OR NATURE** (“**Property**”) that was listed for sale with Joe R. Pyle Complete Auction & Realty Service, together with its employees and agents (collectively “**Broker**”) and sold at an auction held on **August 17, 2016** (“**Auction Sale**”).

1. **Purchase Price.** Buyer shall pay the following amounts in connection with the purchase of the Property:

\$	Buyer’s bid amount
\$	A buyer's premium equal to ten percent (10%) of the bid amount as compensation to the Broker (“ Buyer’s Premium ”)
	Total purchase price (“ Purchase Price ”)
\$	A deposit payable upon Buyer’s signing of this Agreement, which shall be held by Broker in accordance with this Agreement. (“ Deposit ”)
\$	Balance due at Closing, as defined below

2. **Purchase and Deed.** Seller agrees to convey and quitclaim to Buyer the Property at Closing by the Deed and Buyer agrees to accept and purchase all of Seller’s right, title and interest in the Property on all terms and provisions set forth in this Agreement and in the Deed and expressly subject to all EXCEPTIONS, RESERVATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, DISCLAIMERS, WAIVERS, RELEASES AND OTHER MATTERS as set forth in the Deed. Buyer acknowledges receipt of the Deed and that Buyer has read the Deed, including all Exhibits and Schedules, attached hereto at **Exhibit 1**.

3. **Deposit.** The Deposit shall be in no event less than two (2) times the Buyer’s Premium. The Deposit will be held by Broker in a non-interest bearing escrow account. The Deposit is only refundable to Buyer in the event that Seller does not make settlement and close as provided in **Section 5(D)(ii)**, **Section 7**, or as provided in **Section 13** below, or in the event that Seller fails to make its election under **Section 5(D)(ii)** and Buyer elects to terminate under **Section 5(D)(iii)** as a result of such failure.

4. **Closing.** The balance of the Purchase Price shall be paid in cash at the time of final settlement and signing of the Deed (“**Closing**”) which shall take place on or before forty-five days from the Auction Sale. Within **five (5) business days** following the Auction Sale, Buyer and Seller will select a mutually agreeable title company, title agency, or law firm (“**Closing Company**”) to handle the Closing. Please contact _____ at (724)- _____ or via email at: _____ to discuss the Closing Company. If Buyer does not contact Seller and/or the parties do not agree on the Closing Company, by the end of the **5th day**, then the law firm of PEACOCK KELLER shall act as the Closing Company and handle the Closing at one of its offices in Washington County, PA. The Closing Company shall prepare the Settlement Statement (HUD-1), conduct the Closing, prepare the Deed if requested by Seller, ensure that the Deed is recorded, transfer taxes are paid and copies of the Closing documents and recording information are provided to Buyer and Seller. Buyer agrees that the Deed shall be recorded by the Closing Company.

The following are to be delivered/performed by Seller at the Closing:

1. Deliver an executed Deed in the form of the Deed attached hereto;
2. Sign the Settlement Statement;
3. Sign all transfer declarations, affidavits or similar customary documentation required by law or reasonably required by the Closing Company, if any;
4. Transfer any utilities or other services relating to the Property to Buyer; and
5. Provide Buyer a copy of the Notice of Termination of the Lease and a Notice to Vacate.

The following are to be delivered/performed by Buyer at Closing:

1. Sign and accept the Deed in the form of the Deed attached hereto;
2. Sign the Settlement Statement;
3. Deliver the Purchase Price in immediately available United States funds; and
4. Sign all transfer declarations, affidavits or similar customary documentation required by law or reasonably required by the Closing Company.

5. **Pro-rations, Expenses and Liens.**

A. **Charges/Taxes.** Utilities, water and/or sewer fees, real estate taxes, and assessments, if any, together with any other municipal services and other current expenses or charges, if any, shall be pro-rated on a daily basis, except that all roll-back taxes triggered by the sale will be paid by Buyer, if any. For all of the foregoing expenses and taxes, Seller will pay for such amounts up to and including the date of Closing; and Buyer will pay for such amounts for all days following Closing.

B. **Transfer Taxes.** All state, county or school transfer taxes imposed upon this sale shall be paid, as follows: **50% by Buyer; 50% by Seller.**

C. **Closing Costs. Seller’s Closing Costs** - Seller will pay for deed preparation and Seller’s customary Closing costs and accruals. **Buyer’s Closing Costs** - Buyer will pay for Buyer’s customary Closing costs and accruals, recording fees to record the Deed and other Closing documents, the cost of any survey, title search and the premium for any title insurance, and any other insurances to protect the Premises or structures and improvements thereon,

appraisal fees, and any other charges related to or required by any mortgage or lender of Buyer, .

D. **Liens and Encumbrances.** (i) Buyer will be responsible to pay for the title clearance of any non-monetary liens and non-monetary encumbrances. A “**non-monetary**” lien or encumbrance is any lien or encumbrance that, at the time of entry in the public records, did not specify or stipulate a dollar amount. The inability of Buyer to clear any such non-monetary liens and encumbrances at or prior to Closing shall not be a basis for Buyer to terminate this Agreement, and shall not be a basis for Buyer to fail to close.

(ii) If there are monetary liens or monetary encumbrances against the Property, then Buyer must notify Seller of such monetary liens and encumbrances within **twenty (20) business days** of signing this Agreement. Within **five (5) business days** of said written notice from Buyer to Seller of any such monetary liens and encumbrances, Seller may, in Seller’s sole discretion, elect to either: (x) obtain the release of any such monetary liens or monetary encumbrances at or prior to Closing, or (y) may terminate this Agreement, upon written notice to Buyer. In connection with such termination, Seller shall direct Broker to return the Deposit to Buyer, whereupon, the parties will be relieved of all obligations in this Agreement. A “**monetary**” lien or encumbrance is any lien or encumbrance that, at the time of entry in the public records, specified or stipulated a dollar amount. The Closing date may be extended for a reasonable time if Seller elects to obtain the release of any such monetary liens or monetary encumbrances not to exceed **one-hundred and twenty (120) days**.

(iii) If Seller fails to make its election in accordance with **Section 5(D) (ii)**, then Buyer may elect to terminate this Agreement upon written notice to Seller. In connection with such termination, Broker shall return Deposit to Buyer, whereupon the parties will be relieved of all obligations in this Agreement.

(iv) For the avoidance of doubt, to the extent and only to the extent that Seller elects to do so with respect to any monetary liens and encumbrances in accordance with **Section 5(D) (ii)**, Seller shall have no duty or obligation whatsoever to clear or obtain the release of any other liens or encumbrances, whether monetary or non-monetary, and of any other Encumbrances as defined in the Deed (attached hereto as **Exhibit1**). Except for those monetary liens and encumbrances that Seller elected to obtain a release in accordance with **Section 5(D)(ii)** which will be cleared at or prior to Closing and further except where Seller fails to make its election under **Section 5(D)(ii)** and Buyer elects to terminate under **Section 5(D)(iii)** as a result of such failure: (x) the existence of any liens or encumbrances, whether monetary or non-monetary and of any other Encumbrances as defined in the Deed shall not be a basis for Buyer to terminate this Agreement, and shall not be a basis for Buyer to fail to close, and (ii) Buyer agrees to accept the Property SUBJECT TO all matters, to any liens or encumbrances, whether monetary or non-monetary and to any Encumbrances as defined in the Deed.

6. **Possession.** Possession shall be given at Closing on or before, SUBJECT TO any occupants or holdover tenants under an existing Lease more particularly described in **Schedule A**

between Seller or an affiliate of Seller, as landlord and the person or entity set forth in **Schedule A** as tenant (“**Tenant**”). Buyer acknowledges that Seller will send to Tenant a Notice of Termination of the Lease and a Notice to Vacate the Property within **two (2) business days** following the Auction Sale. If the Tenant or other occupants fail or refuse to vacate the Premises, Buyer shall be responsible, at Buyer’s sole cost and expense and at Buyer’s election, to: (i) negotiate and enter into a new lease with the Tenant, (ii) take any actions necessary to evict Tenant and other occupants from the Property, or (iii) take any other action or inaction in Buyer’s sole discretion.

7. **Failure to Close.** Should the Buyer fail to make settlement and close as herein provided, Seller’s rights and remedies against Buyer are limited to Seller’s retaining the Deposit, as liquidated damages, which Buyer agrees is not a penalty, but is a fair and reasonable estimate of the damages to Seller in the event that Buyer fails or refuses to close. Should the Seller fail to make settlement and close, as herein provided, Buyer’s rights and remedies against Seller are limited to refund of the Deposit.

8. **No Reliance.** Buyer acknowledges that the size, description, acreage or other information regarding the Property set forth in any circular, other advertising, or verbal statements made by Broker, Seller or their respective agents may not be accurate and in signing this Agreement Buyer has relied only on Buyer's own research and not on any comments or opinions of Seller, Broker or either of their respective agents or employees.

9. **Broker as Seller’s Agent.** It is understood and agreed that Broker is acting as an agent for the Seller only. Broker shall in no case whatsoever be held liable by either party for the performance of any term or covenant of this Agreement or for damages for non-performance thereof.

10. **No Representations or Warranties.** Buyer agrees to accept the Property in its present physical condition. Buyer acknowledges and agrees, that Buyer enters into this Agreement as the result of Buyer's own research of the Property, and, agrees to purchase the Property “**AS IS, WHERE IS,**” **IN ITS PRESENT CONDITION.** BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, BROKER AND REPRESENTATIVES OF SELLER AND BROKER HAVE NOT MADE NOR MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION, QUALITY, LOCATION, SAFETY, TITLE, HABITABILITY, COMPLIANCE WITH LAWS OR REGULATIONS (INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL LAWS OR REGULATIONS), OF THE PROPERTY AND DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. FURTHER, SELLER DOES NOT WARRANT OR REPRESENT SUBJACENT OR LATERAL SUPPORT OF THE SURFACE OF THE PROPERTY.

11. **No Contingencies; No Inspections.** This Agreement is NOT contingent upon any condition, event or matter, including but not limited to the Buyer obtaining financing or any inspection of the Property. Buyer acknowledges that no inspections of the Property whatsoever will be permitted including inspections that Buyer's lender may require. An inspection(s) shall not

be a condition to Buyer's obligation to purchase the Property or a basis for the return of the Deposit. Real Estate sales people and auctioneers are not tradesmen. Broker and its sales agents have not and cannot represent the condition of any structure, plumbing, electrical, heating, water supply, sewage system or any other physical aspect of the Property to be in good or proper condition.

12. **Binding Effect.** This Agreement shall extend and be binding upon the heirs, executors, administrators, permitted successors and assigns of the parties hereto.

13. **Risk of Loss.** Risk of loss of the Property will remain upon Seller until Closing. In the event of damage by casualty to or a condemnation of any of the Property prior to Closing, Seller will have the sole and exclusive option to: (i) terminate this Agreement and instruct Broker to return the Deposit to Buyer within **five (5) days** of said termination, whereupon the parties will be relieved of all obligations in this Agreement or (ii) proceed with this Agreement in which case Buyer shall pay the Purchase Price for the Property less Seller's insurance deductible, and Seller will assign to Buyer all insurance or condemnation proceeds to which Seller may be entitled, if any, as the case may be. To exercise the option in (i) or (ii), Seller will give notice to Buyer before Closing.

14. **Terms of Auction Sale.** Buyer acknowledges that all of the terms and conditions announced at the Auction Sale are hereby incorporated herein.

15. **Disclosures and Notices.** In addition to any notices or disclosures set forth in this Agreement, Buyer acknowledges receipt of and that Buyer has read the following disclosures and notices with respect to the Property, each of which is attached hereto and made a part hereof:

	Name of Notice or Disclosure	Exhibit #
	Seller's Property Disclosure Statement	Exhibit 2
	Lead-Based Paint and Lead-Based Hazards	Exhibit 3
	Additional Notices	Exhibit 4
	Manufacture Home Community Rights Act, if applicable	Exhibit 5

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

17. **Assignment.** Buyer shall not assign this Agreement without the prior written consent of Seller, which will not be unreasonably withheld.

18. **COAL NOTICE.**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES

OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

19. **Merger.** Notwithstanding any presumption to the contrary, all covenants, conditions, disclosures, representations and warranties contained in this Agreement shall not survive the Closing. There shall be a merger of all such matters by the acceptance of the Deed and the settlement of the transaction contemplated herein at the Closing.

20. **Severability.** If any term or provision of this Agreement is determined by any court or other governmental authority to be invalid or unenforceable, the remainder of the Agreement shall not be affected, and shall remain valid and effective.

21. **Zoning. Zoning Classification for the Property is, as set forth in the zoning ordinance:** [Select one:] Residential Single Family Permitted, A-1 (General Agricultural) _____, Agricultural Single Family Permitted, Residential/Agricultural, Single Family Residential, Other _____.

22. **Highway Occupancy Permit.** Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

23. **Real Estate Recovery Fund.** A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2133 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

24. **Status of Sewer.** Seller represents that the Property is served by: [Select one:]

Public Sewer Community Sewage Disposal System

Ten-Acre Permit Exemption (see **Exhibit 4, Section II, Notice 2**)

Individual On-lot Sewage Disposal System (see **Exhibit 4, Section II, Notice 1**)

Holding Tank (see Exhibit 4, Section II, Notice 3)

Individual On-lot Sewage Disposal System in Proximity to Well (see **Exhibit 4, Section II, Notice 1; see Notice 4**, if applicable)

None (see **Exhibit 4, Section II, Notice 1**)

None Available/Permit Limitations in Effect (see **Exhibit 4, Section II, Notice 5**)

Exhibit 1

Quitclaim Deed
[See Attached]

Exhibit 2

Seller's Property Disclosure Statement
[See Attached]

Exhibit 3

Lead-Based Paint and Lead-Based Hazards
[See Attached]

Exhibit 4

ADDITIONAL NOTICES

I. Notices Regarding Real Estate Taxes

Real Estate Tax Proration: For purposes of prorating real estate taxes, the “periods covered” by the tax bills are as follows:

Municipal Taxes: For all counties and municipalities in Pennsylvania, tax bills are for the period January 1 to December 31.

School Taxes: For all school districts, other than the Philadelphia, Pittsburgh and Scranton school districts, the period covered by the tax bill is July 1 to June 30. For the Philadelphia, Pittsburgh and Scranton school districts, tax bills are for the period January 1 to December 31.

Real Estate Assessment: In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

II. Notices Pursuant to the Pennsylvania Sewage Facilities Act

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

III. Notice Regarding Convicted Sex Offenders (Megan's Law)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9799.10 et seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department of the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.**

IV. Notices Regarding Land Use Restrictions

The Property, or any portion of it, may be subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) - (See Notices regarding Land Use Restrictions below):

Pennsylvania Right-to-Farm Act: The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

Clean and Green Program: Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.

Open Space Act: 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 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. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

Conservation Reserve (Enhancement Program): Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land and its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

Exhibit 5

Manufactured Home Community Rights Act
[See Attached]

Schedule A

Property Description

[INSERT LEGAL DESCRIPTION]

TAX PARCEL ID #

BEING [the same] [a part of] property which [_____] by deed dated [_____] and recorded [_____] in the Recorder's Office of [_____] County, [_____] in Deed Book Volume [____], page [____], granted and conveyed unto [_____] the Grantor herein ("**Grantor Vesting Deed**").