

## WELCOME TO THE AUCTION

If you have never purchased real estate at public auction, we want to give you the opportunity to become acquainted with the most advanced method of marketing being utilized in the world today.

We at Lippard Auctioneers, Inc. believe the auction method of marketing is a win-win proposition for everyone involved. Real estate auctions benefit the local community and the general marketplace by ensuring an efficient sale and avoiding the problems associated with unsold or vacant properties. The auction method of marketing is also the fairest way to determine market value. Through an open and well-advertised forum of competitive bidding, the property's true market value will naturally emerge.

Lippard Auctioneers, Inc. conducts over 150 auctions nationally each year. We are proud to have some of the most knowledgeable and courteous staff in the auction arena who consistently demonstrate a superlative level of honesty, integrity and professionalism.

Please perform any inspections in advance of the auction and make sure to have your finances in order. If you have any questions, feel free to see the auctioneer or one of the staff prior to the start of the auction. We will be happy to answer your questions to the best of our ability.

On behalf of Lippard Auctioneers, Inc. and our seller, we thank you for attending our auction.

Auctioneeringly,

*Troy D. Lippard, C.A.I.*





## **GUARANTEE ABSTRACT CO.**

*Garfield County's Oldest Abstract Company*

ABSTRACTS ♦ TITLE INSURANCE

**217 West Broadway Enid, Oklahoma 73701**

**(580) 237-2244 Fax (580) 237-2255**

Dear Valued Customers,

Congratulations on making it to the second phase of the buying and selling process! It is our pleasure to serve you through the processing and closing of this transaction.

Now that the auction has been finalized you are moving into the second phase of the closing. This is called the processing phase. Once the contract has been brought in or emailed to our office, we will be contacting both buyer(s) and seller(s) involved in this transaction. We will be confirming information received from the contract and retrieving information such as marital status, exact legal names, if you want title insurance, or title opinion, your attorney preference, etc., once this process is complete, we will have abstracting brought to date, title work done. Then the file will go to the closer/processor to work on any standard requirements (payoffs, affidavits of marketability, judgments, liens, unpaid mortgages) necessary and for both the buyer(s) and seller(s) protection. At times there are requirements outside of the standard and will require time to complete. All requirements have to be met in order to move to the final stage in this process, the closing phase.

The closing phase is the final and most exciting part for both buyer(s) and seller(s). During this process your closer will prepare a settlement statement/closing disclosure for all parties involved to review. Once approved, a closing date and time will be scheduled.

***You will need to direct all questions and concerns to your processor  
here at Guarantee Abstract:***

***Crystal Camarena***

***580/237-2244***

***FAX: 580/237-2255***

***[crystalc@guaranteeabstract.com](mailto:crystalc@guaranteeabstract.com)***

***We look forward to working with you and will be in contract with you very soon!***

**REAL ESTATE PURCHASE CONTRACT**

This is a legal binding contract, if not understood, seek legal advice.

THIS CONTRACT is made and entered into on this 26th day of April 2019, by and between

Name:	<b>Ryan and Cicily Staerkel</b>
Address:	<b>Enid OK</b>
Phone:	<b>580-242-4499 580-747-3295</b>
Email:	

As Seller,

And

Name:	
Address:	
Phone:	
Email:	

As Buyer,  
Title Insurance: Yes or No  
*If No*  
Attorney to Examine: \_\_\_\_\_  
*Financing:*  
Lender: \_\_\_\_\_

**PRICE AND TERMS**

The Seller is the owner of and agrees to sell and the Buyer agrees to purchase on the terms and conditions set out in this contract:

- I. **PROPERTY:** Property located in Garfield County, Oklahoma, subject to all easements and oil and gas leases of record and more particularly described as follows:

Lot Six (6), Block Twenty-Three (23), Willow West Addition to the City of Enid, Garfield County, Oklahoma, according to the recorded plat thereof. **a/k/a** 3105 Raven Ridge, Enid, OK 73703  
*Subject to any current leases or easements.*

- a. **PRICE:** The purchase price in the sum of (\$ \_\_\_\_\_), which includes a Buyer's Premium/Online Bidding Fee of \$ \_\_\_\_\_
- II. **TERMS:** The purchase price is payable at the following times and in the following manner:
  - a. An earnest money payment of the purchase price to be in placed escrow at the time this contract is made in the amount of \$ \_\_\_\_\_ ( 5 %)  
Type of payment Cash ( ) or Check ( )
  - b. The balance of the purchase price in cash at the time of closing in the amount of \$ \_\_\_\_\_ plus, the amount of any costs allocated to Buyer under provision XI of this contract.

Seller Initials \_\_\_\_\_

Buyer Initials \_\_\_\_\_

***All payments at closing will be made by wire transfer or immediately available funds such as cashier's check.***

- III. **TITLE EVIDENCE:** Seller agrees to furnish Buyer title evidence, according to the standards adopted by the Oklahoma Bar Association, showing marketable title vested in Seller.
- a. Subject title evidence will be in the form of Abstract of title (extended to recent date by Seller), and Commitment for Owner's Title Insurance (if Buyer wants).
  - b. If title insurance is to be purchased, in lieu of abstracting, the cost of title insurance, including any Lender's policy, will be paid 100% by the Buyer. Said owner's title policy to insure Buyer to the extent of the total purchase price.
  - c. If a duly certified abstract of the title including current U.C.C. Certification is to be furnished at Seller's expense, Buyer will either secure an owner's title insurance policy or obtain an attorney's title opinion at Buyer's expense. Seller shall not be required to furnish a federal court proceedings abstract or search certificate. If Buyer desires such, it shall be at Buyer's sole expense.
  - d. Upon delivery of abstract, certified to date, or current commitment for owner's title insurance, Buyer will have a reasonable time, not to exceed 15 days, to examine the same and return the same to the Seller with any written objections concerning the marketability of the title or any such objections will be deemed waived. Nothing shall be construed as an encumbrance or defect in title where the same is not so construed by the Title Examination Standards adopted by the Oklahoma Bar Association, where applicable.
  - e. If the title is defective, Buyer(s) shall specify the objection in writing to be delivered to the Seller(s), after such delivery of the abstract; the Seller(s) shall have the defects rectified within ninety (90) days from the date of delivery of such objection, but in case such defects in the title cannot be rectified within that time, this Contract shall be deemed rescinded and the money deposited as aforesaid shall be returned to the Buyer(s) and the abstract returned to the Seller(s), and each party shall thereupon be relieved of any further duty to the other, UNLESS the parties mutually agree in writing to extend the time for curing of any title defects.
  - f. The title shall be conveyed by **Warranty, Personal Representative's or Trustee's Deed**, subject to all easements, both visible and of record, any unitization pooling, or spacing agreements or orders, prior protective covenants or restrictions, zoning ordinances, unreleased oil and gas leases, and all prior mineral conveyances or reservations. Title to any present or abandoned railroad right of way on the property shall be conveyed without warranty.
  - g. The closing settlement fee shall be \$500.00 and will be paid 50% by Seller and 50% by Buyer and will be closed at the office of **GUARANTEE ABSTRACT**.
- IV. **TAXES AND ASSESSMENTS:** The Seller will pay all General Taxes to the calendar year and delinquent Personal Property Taxes. All General Taxes payable during or for the current calendar year of closing shall be pro-rated on the basis of said calendar year between Seller and Buyer at the time of closing with Buyer paying day of closing. If the amount of the General Taxes cannot be ascertained, such pro-ration shall be on the basis of the taxes paid for the preceding year. Seller to pay all matured special assessment liens, if any, at closing.

V. **CONDITION OF PROPERTY:**

- a. This property is being sold AS-IS, WHERE-IS, subject to environmental problems and violations which may exist in or with respect to the property, if any. Buyer affirms by his and/or her signature(s) below, that Buyer has prior to signing this contract, inspected the property to Buyer's full and complete satisfaction, and accepts the Property in its present condition.
- b. Until closing or transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon the Seller; after closing or transfer of possession, such risk shall be upon the Buyer.
- c. Unless otherwise agreed upon in writing, Buyer, by closing or taking possession of the property, shall be deemed to have accepted the property in its then condition, including all fixtures thereon and any personal property being transferred hereunder. Buyer is purchasing this property based on his or her own inspection and NO WARRANTIES are expressed or implied by Seller, or Seller's Broker or Buyer's Broker with reference to the condition of the property or any fixtures or personal property, that shall be deemed to survive the closing.
- d. Except for the provisions above, the Seller agrees to deliver the property and improvements thereon in their present condition, ordinary wear and tear excepted.

VI. **CLOSING/POSSESSION:** This sale shall be closed on or before \* **May 27, 2019**\*, unless the time of closing is extended as may be required by paragraph "III" above, or by written agreement of the Seller and Buyer, with legal possession delivered to the Buyer at the time of closing and actual and complete possession of said real property to be given on or before closing, subject to current leases in effect.

**SPECIAL CONDITIONS:** Buyer acknowledges by the signing of this purchase contract that the buyer has read and understands that this real estate transaction is not contingent upon the buyer obtaining financing and any default by the buyer will result in forfeiture of the 10% earnest money.

**Possession:**

- VII. **Electronic Signatures:** All parties agree to accept digital/facsimile signatures the same as an original signature.
- VIII. **Survey and Appraisal:** Seller shall not furnish either an appraisal or a survey of the Property and if either a survey or an appraisal is desired by Buyer it or they shall be at Buyer's sole cost and expense. Buyer understands this contract has no contingencies.
- IX. **CLOSING; ALLOCATING THE COSTS:** It shall be the duty of the closing agent to allocate any costs of this transaction on a written settlement statement; Seller and Buyer acknowledge that each is responsible to insure the accuracy and legal effect of all closing documents, and are hereby advised to secure independent legal counsel to review the sale closing documents, including though not limited to the Closing Statement and the deeds or other documents conveying title, and any title curative documents as prepared by the Escrow Agent or others. Following is an example of a settlement statement showing *some estimated costs for this transaction* as follows:

Seller Initials \_\_\_\_\_

Buyer Initials \_\_\_\_\_

<i>Seller's Costs</i>		<i>Buyer's Costs</i>	
Closing Settlement Fee	\$ 250	Closing Settlement Fee	\$ 250
Abstracting & Certification Fee	\$ 650	Title Opinion	\$ 350 & up
Preparation of Deed	\$ included	Recording Deed	\$ 30
Doc Stamps \$1.50 per \$1,000	\$	Any cost charged by lenders, if any	\$
Attorney Fee, if any	\$		
UCC Certification	\$ 0	Title Insurance	\$
Mineral Abstract Certificate, if needed	\$ 0		
Preliminary Title Policy & Opinion	\$ 350	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>The figures above are supplied for the purpose of providing an initial estimate of a Real Estate Transaction. There may be adjustments prior to closing based upon a change in circumstance or information provided.</p> </div>	
Commission 4% + 2% if co-broke	\$		
Advertising	\$ 1900		
Online Bidding Fee, if any	\$		

- X. **EFFECT:** This contract when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer, their heirs, legal representatives, successors and assigns. This contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their Brokers. This contract can only be amended, modified, or assigned by written agreement signed by both the Seller and Buyer.
- XI. **DEFAULT:** (a) If the Buyer wrongfully refuses to close, the Seller and Buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to the Seller, subject to deduction for expenses incurred and with one half of the balance thereof to be retained by Lippard Auctioneers Inc., to apply on professional services. (b) Buyer would also forfeit any tillage or planting costs incurred by Buyer and possession of any kind. (c) The Seller may, at its option, seek actual damages if, under the circumstances, actual damages are ascertainable and in excess of the liquidated damages provision of this Contract. (d) If the Seller wrongfully refuses to close, the Buyer may, at his option, seek specific performance. (e) If for any reason the Seller cannot fulfill this agreement and it does not close, the Seller shall pay the Buyer the customary rate as recommended by the OSU Extension Service for any tilling or planting which Buyer may have done, and Buyer shall immediately relinquish possession to the Seller and neither party shall be liable to the other for any future damages. (f) In the event a suit for specific performance is instituted, the prevailing party shall have the right to recover all such party's expenses and costs incurred by reason of such litigation including but not limited to reasonable attorney's fees and court costs.
- XII. **MEDIATION CLAUSE:** Any disagreement or dispute arising from this contract shall, prior to instituting suit, first be mediated hereunder by a mediator mutually agreed upon by and between the parties; the parties agree to split equally the costs of the agreed mediator. In the event any matter regarding this contract is litigated, the prevailing party shall be entitled to recover his or her reasonable attorney's fees expended, plus court costs.

XIII. **ACCEPTANCE TIME:** The foregoing offer is made subject to acceptance in writing hereon by the Seller, and the return of an executed copy to the undersigned Buyer on or before Midnight, \* **April 26, 2019** \*. If not so accepted, the said Earnest Money is to be returned to the Buyer. **TIME IS OF THE ESSENCE OF THIS PROVISION.**

XIV. **DISCLAIMER:** It is expressly understood by the Seller and Buyer that the Lippard Auctioneers, Inc. and their Sales Associates/Brokers do not warrant the present or future value of the property or improvements, size by square footage, condition, structure or structure systems of any building, nor do they hold themselves out to be experts in quality, design and construction, nor do they represent or warrant in any way the nature or marketability of title to the Property, nor its fitness, permit ability or suitability for any use or purpose, nor its acreage or prior uses, nor its present compliance with, nor whether it is subject to, any zoning, environmental or other governmental or regulatory body rules, and further agree to hold Lippard Auctioneers Inc. or their Sales Associates/Brokers harmless of any of these events.

**Seller:**

**Buyer:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LIPPARD AUCTIONEERS, INC.**

**Troy D. Lippard, Broker** Real Estate Broker License

OK #084164 ♦ KS#BR00049950 ♦ AR#PB00067630 ♦ CO#100027515

2609 N Van Buren Ave. ENID, OK 73703

**580-237-7174 OFFICE 580-297-5208 FAX [info@lippardauctions.com](mailto:info@lippardauctions.com) Email**

**EXCHANGE COOPERATION CLAUSE:**

Select the appropriate cooperation clause

Buyer hereby acknowledges it is the intent of the Seller to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Buyer. The Seller's rights under this agreement may be assigned to \_\_\_\_\_ A Qualified Intermediary (QI) or Exchange Accommodation Titleholder (EAT), for the purpose of completing such an exchange. Buyer agrees to cooperate with the Seller and the QI/EAT in a manner necessary to complete the exchange. It is specifically agreed that because of the time limitations for a deferred like-kind exchange, the time provided for closing of this transaction is of the essence of the agreement.

Seller hereby acknowledges it is the intent of the Buyer to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Seller. The Buyer's rights under this agreement may be assigned to \_\_\_\_\_, a Qualified Intermediary (QI) or Exchange Accommodation Titleholder (EAT), for the purpose of completing such an exchange. Buyer/Seller agrees to cooperate with the Buyer/Seller and the QI/EAT in a manner necessary to complete the exchange. It is specifically agreed that because of the time limitations for a deferred like-kind exchange, the time provided for closing of this transaction is of the essence of the agreement.

SELLER INITIALS \_\_\_\_\_ BUYERS INITIALS \_\_\_\_\_



Seller Initials \_\_\_\_\_

Buyer Initials \_\_\_\_\_

**OKLAHOMA REAL ESTATE COMMISSION  
DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES**

This notice may be part of or attached to any of the following:

- Sales Agreement    Exchange Agreement    Other \_\_\_\_\_

**1. Duties and Responsibilities.** A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

A. treat all parties to the transaction with honesty and exercise reasonable skill and care;

B. unless specifically waived in writing by a party to the transaction:

1) receive all written offer and counteroffers;

2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and

3) present timely all written offers and counteroffers.

C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;

D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;

E. timely account for all money and property received by the Broker;

F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:

1) that a party or prospective party is willing to pay more or accept less than what is being offered,

2) that a party or prospective party is willing to agree to financing terms that are different from those offered,

3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and 4) information specifically designated as confidential by a party unless such information is public.

G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;

H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;

I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

**2. Brokerage Services provided to both parties to the transaction.** The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

**3. Broker providing fewer services.** If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

**4. Confirmation of disclosure of duties and responsibilities.** The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

**I understand and acknowledge that I have received this notice on \_\_\_\_\_ day of**

\_\_\_\_\_, 20\_\_\_\_\_.

(Print Name) \_\_\_\_\_ (Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_ (Signature) \_\_\_\_\_



**OKLAHOMA REAL ESTATE COMMISSION**

*This is a legally binding Contract; if not understood, seek advice from an attorney.*

**ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES**

Prior to entering into a Contract of Sale of Real Estate for the Property described as: \_\_\_\_\_

the following items (as applicable) have been disclosed and/or delivered and hereby confirmed:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
- Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
- Property was constructed in 1978 or thereafter and is exempt from this disclosure.
- The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Information Booklet has been made available to the Buyer in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Buyer Name (Printed): \_\_\_\_\_ Buyer Name (Printed): \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Buyer Signature: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

(Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Seller in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Seller Name (Printed): \_\_\_\_\_ Seller Name (Printed): \_\_\_\_\_

Seller Signature: \_\_\_\_\_ Seller Signature: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement
- Sales Agreement
- Listing Brokerage Agreement
- Exchange Agreement
- Option Agreement
- Other \_\_\_\_\_

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- B. unless specifically waived in writing by a party to the transaction:
  - 1) receive all written offer and counteroffers;
  - 2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
  - 3) present timely all written offers and counteroffers.
- C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- E. timely account for all money and property received by the Broker;
- F. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
  - 1) that a party or prospective party is willing to pay more or accept less than what is being offered,
  - 2) that a party or prospective party is willing to agree to financing terms that are different from those offered,
  - 3) the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
  - 4) information specifically designated as confidential by a party unless such information is public.
- G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing brokerage services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on 26 day of February, 2019.

(Print Name) Ryan Staerkel

(Signature) [Handwritten Signature]

(Print Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

### SQUARE FOOTAGE DISCLOSURE

This disclosure is made to Buyer and Seller improved residential real estate. Check applicable boxes below.

Property Address: 3105 Raven Ridge Enid, OK.

**1. Licensee Measurement**

Listing Licensee  Has  Has Not measured the square footage of the residence according to the following standard, methodology or manner:

<u>Standard/Methodology/Manner</u>	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/> Exterior measurement	_____	_____
<input type="checkbox"/> FHA	_____	_____
<input type="checkbox"/> ANSI	_____	_____
<input type="checkbox"/> Local standard _____	_____	_____
<input type="checkbox"/> Other _____	_____	_____

**2. Other Source of Measurement:**

Listing Licensee  Is  Is Not providing information on square footage of the residence from another source(s) as indicated below:

<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input checked="" type="checkbox"/> Prior appraisal (Date of document)	<u>2010</u>	<u>3,968</u>
<input type="checkbox"/> Building plans (Date of document)	_____	_____
<input checked="" type="checkbox"/> Assessor's office (Date obtained)	_____	_____
<input type="checkbox"/> Other _____	_____	_____

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose. If exact square footage is a concern, the property should be independently measured.

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

By [Signature] 2-26-19  
Listing Licensee Date

The undersigned acknowledge receipt of this disclosure.

Seller [Signature] 2-26-19 Seller \_\_\_\_\_  
Date Date

Buyer \_\_\_\_\_ Date Date

# APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

**Notice to Seller:** Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., §831 et.seq., effective July 1, 1995) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

**Notice to Purchaser:** The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

LOCATION OF SUBJECT PROPERTY 3105 Raven Ridge Enid OK

SELLER IS  IS NOT  OCCUPYING THE SUBJECT PROPERTY.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

### ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/ Services	Working	Not Working	Do Not Know if Working	None/ Not Included
Sprinkler System	<input checked="" type="checkbox"/>			
Swimming Pool	<input checked="" type="checkbox"/>			
Hot Tub/Spa				<input checked="" type="checkbox"/>
Water Heater ___ Electric <input checked="" type="checkbox"/> Gas ___ Solar	<input checked="" type="checkbox"/>			
Water Purifier				<input checked="" type="checkbox"/>
Water Softener ___ Leased ___ Owned				<input checked="" type="checkbox"/>
Sump Pump				<input checked="" type="checkbox"/>
Plumbing	<input checked="" type="checkbox"/>			
Whirlpool Tub	<input checked="" type="checkbox"/>			
Sewer System <input checked="" type="checkbox"/> Public ___ Septic ___ Lagoon	<input checked="" type="checkbox"/>			
Air Conditioning System <input checked="" type="checkbox"/> Electric ___ Gas ___ Heat Pump	<input checked="" type="checkbox"/>			
Window Air Conditioner(s)				<input checked="" type="checkbox"/>
Attic Fan				<input checked="" type="checkbox"/>
Fireplaces	<input checked="" type="checkbox"/>			
Heating System ___ Electric <input checked="" type="checkbox"/> Gas ___ Heat Pump	<input checked="" type="checkbox"/>			
Humidifier				<input checked="" type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>			

Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Appliances/Systems/ Services	Working	Not Working	Do Not Know if Working	None/ Not Included
Gas Supply <input checked="" type="checkbox"/> Public ___ Propane ___ Butane	<input checked="" type="checkbox"/>			
Propane Tank ___ Leased ___ Owned				<input checked="" type="checkbox"/>
Electric Air Purifier				<input checked="" type="checkbox"/>
Garage Door Opener	<input checked="" type="checkbox"/>			
Intercom				<input checked="" type="checkbox"/>
Central Vacuum				<input checked="" type="checkbox"/>
Security System ___ Rent ___ Own ___ Monitored				<input checked="" type="checkbox"/>
Smoke Detectors	<input checked="" type="checkbox"/>			
Dishwasher	<input checked="" type="checkbox"/>			
Electrical Wiring	<input checked="" type="checkbox"/>			
Garbage Disposal	<input checked="" type="checkbox"/>			
Gas Grill				<input checked="" type="checkbox"/>
Vent Hood				<input checked="" type="checkbox"/>
Microwave Oven	<input checked="" type="checkbox"/>			
Built-in Oven/Range	<input checked="" type="checkbox"/>			
Kitchen Stove	<input checked="" type="checkbox"/>			
Trash Compactor				<input checked="" type="checkbox"/>
Source of Household Water <input checked="" type="checkbox"/> Public ___ Well ___ Private/Rural District	<input checked="" type="checkbox"/>			

Seller's Initials RS Seller's Initials RS

LOCATION OF SUBJECT PROPERTY \_\_\_\_\_

IF YOU ANSWERED Not Working to any items on page one, please explain. Attach additional pages with your signature.

Zoning and Historical		Yes	No
1. Property is zoned: (Check One) <input checked="" type="checkbox"/> residential _____ commercial _____ historical _____ office _____ agricultural _____ industrial _____ urban conservation _____ other _____ unknown			
2. Is the property designated as historical or located in a registered historical district? Yes _____ No _____			
Flood and Water		Yes	No
3. What is the flood zone status of the property? _____			
4. What is the floodway status of the property? _____			
5. Are you aware of any flood insurance requirements concerning the property?			<input checked="" type="checkbox"/>
6. Are you aware of any flood insurance on the property?			<input checked="" type="checkbox"/>
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading problems?			<input checked="" type="checkbox"/>
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"			<input checked="" type="checkbox"/>
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?			<input checked="" type="checkbox"/>
10. Are you aware of water seepage, leakage or other draining problems in any of the improvements on the property?			<input checked="" type="checkbox"/>
Additions/Alterations/Repairs		Yes	No
11. Are you aware of any additions being made without required permits?			<input checked="" type="checkbox"/>
12. Are you aware of any previous foundation repairs?			<input checked="" type="checkbox"/>
13. Are you aware of any alterations or repairs having been made to correct defects or problems?			<input checked="" type="checkbox"/>
14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?			<input checked="" type="checkbox"/>
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?		<input checked="" type="checkbox"/>	
16. Approximate age of roof covering, if known <u>7</u> number of layers, if known _____			
17. Do you know of any current problems with the roof covering?			<input checked="" type="checkbox"/>
18. Are you aware of treatment for termite or wood-destroying organism infestation?			<input checked="" type="checkbox"/>
19. Are you aware of a termite bait system installed on the property?			<input checked="" type="checkbox"/>
20. If yes, is it being monitored by a licensed exterminating company? If yes, annual cost \$ _____			
21. Are you aware of any damage caused by termites or wood-destroying organisms?			<input checked="" type="checkbox"/>
22. Are you aware of major fire, tornado, hail, earthquake or wind damage?			<input checked="" type="checkbox"/>
23. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?			<input checked="" type="checkbox"/>
24. Are you aware of problems pertaining to sewer, septic, lateral lines or aerobic system?			<input checked="" type="checkbox"/>
Environmental		Yes	No
25. Are you aware of the presence of asbestos?			<input checked="" type="checkbox"/>
26. Are you aware of the presence of radon gas?			<input checked="" type="checkbox"/>
27. Have you tested for radon gas?			<input checked="" type="checkbox"/>
28. Are you aware of the presence of lead-based paint?			<input checked="" type="checkbox"/>
29. Have you tested for lead-based paint?			<input checked="" type="checkbox"/>
30. Are you aware of any underground storage tanks on the property?			<input checked="" type="checkbox"/>
31. Are you aware of the presence of a landfill on the property?			<input checked="" type="checkbox"/>
32. Are you aware of existence of hazardous or regulated materials and other conditions having an environmental impact?			<input checked="" type="checkbox"/>
33. Are you aware of existence of prior manufacturing of methamphetamine?			<input checked="" type="checkbox"/>
34. Have you had the property inspected for mold?			<input checked="" type="checkbox"/>
35. Are you aware of any remedial treatment for mold on the property?			<input checked="" type="checkbox"/>
36. Are you aware of any condition on the property that would impair the health or safety of the occupants?			<input checked="" type="checkbox"/>

Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials RS Seller's Initials RS

LOCATION OF SUBJECT PROPERTY \_\_\_\_\_

Property Shared in Common, Easements, Homeowner's Associations and Legal		Yes	No
37. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?			X
38. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?			X
39. Are you aware of encroachments affecting the property?			X
40. Are you aware of a mandatory homeowner's association? Amount of dues \$ _____ Special Assessment \$ _____ Payable: (check one) _____ monthly _____ quarterly _____ annually Are there unpaid dues or assessments for the property? _____ YES _____ NO If yes, what is the amount? \$ _____ Manager's Name _____ Phone Number _____			X
41. Are you aware of any zoning, building code or setback requirement violations?			X
42. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?			X
43. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?			X
44. Are you aware of any filed litigation or lawsuits directly or indirectly affecting property, including a foreclosure?			X
45. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom _____ Payable: (check one) _____ monthly _____ quarterly _____ annually			X
46. Is the property located in a private utility district? Check applicable _____ Water _____ Garbage _____ Sewer _____ Other _____ If other, explain _____ Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)			X
Miscellaneous		Yes	No
47. Are you aware of other defect(s) affecting the property not disclosed above?			X
48. Are you aware of any other fees or dues required on the property that you have not disclosed?			X

If you answered YES to any of the items on pages two and three, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property. \_\_\_\_\_

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? (circle one): YES  NO  If yes, how many? \_\_\_\_\_

Seller's Signature [Signature] Date 2/26/19 Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

**A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the Seller in the disclosure statement.**

**The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition.** The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_ Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_

The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are made available at the Oklahoma Real Estate Commission (OREC), Denver N. Davison Building, 1915 N. Stiles, Suite 200, Oklahoma City, OK 73105, or visit OREC's Web site [www.orec.ok.gov](http://www.orec.ok.gov).