

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:

- | | | |
|--|--|---|
| <input type="checkbox"/> Buyer Brokerage Agreement | <input type="checkbox"/> Listing Brokerage Agreement | <input type="checkbox"/> Option Agreement |
| <input type="checkbox"/> Sales Agreement | <input type="checkbox"/> Exchange Agreement | <input type="checkbox"/> 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 7 day of April, 2023.

(Print Name) _____

(Signature) X Karen Anderson

(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: 2701 Mt Vernon
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.

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.

Seller Name (Printed): _____ Seller Name (Printed): _____
Seller Signature: X Karen Seubert Seller Signature: _____
Dated: _____ Dated: _____

SQUARE FOOTAGE DISCLOSURE

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

Property Address: 2701 Mt Vernon End 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 type="checkbox"/>	Prior appraisal (Date of document)	_____	_____
<input type="checkbox"/>	Building plans (Date of document)	_____	_____
<input checked="" type="checkbox"/>	Assessor's office (Date obtained)	_____	<u>2510</u>
<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 _____
Listing Licensee Date

The undersigned acknowledge receipt of this disclosure.

X Karen Sullivan _____
Seller Date Seller Date
4/7/23

Buyer Date Buyer 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.

"Defect" means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property. 59 O.S. Section 832(9).

LOCATION OF SUBJECT PROPERTY 2701 Mt Vernon End 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 (Continued on Page 2)	Working	Not Working	Do Not Know if Working	None/ Not Included
Sprinkler System	✓			
Swimming Pool				✓
Hot Tub/Spa				✓
Water Heater <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar	✓			
Water Purifier				✓
Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned				✓
Sump Pump				✓
Plumbing	✓			
Whirlpool Tub			✓	
Sewer System <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon	✓			
Air Conditioning System <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	✓			
Window Air Conditioner(s)				✓
Attic Fan				✓
Fireplaces	✓			
Heating System <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	✓			
Humidifier				✓
Ceiling Fans	✓			
Gas Supply <input checked="" type="checkbox"/> Public <input type="checkbox"/> Propane <input type="checkbox"/> Butane				
Propane Tank <input type="checkbox"/> Leased <input type="checkbox"/> Owned				✓
Electric Air Purifier				✓
Garage Door Opener	✓			
Intercom				✓
Central Vacuum				✓
Security System <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Monitored <input type="checkbox"/> Financed				

Buyer's Initials _____ Buyer's Initials _____

Seller's Initials GKX Seller's Initials _____

LOCATION OF SUBJECT PROPERTY _____

Appliances/Systems/Services (Continued from Page 1)	Working	Not Working	Do Not Know if Working	None/ Not Included
Smoke Detectors			✓	
Dishwasher	✓			
Electrical Wiring	✓			
Garbage Disposal	✓			
Gas Grill				✓
Vent Hood	✓			
Microwave Oven	✓			
Built-in Oven/Range	✓			
Kitchen Stove	✓			
Trash Compactor				✓
Solar Panels & Generators <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed				✓
Source of Household Water <input type="checkbox"/> Public <input type="checkbox"/> Well <input checked="" type="checkbox"/> Private/Rural District				

IF YOU ANSWERED Not Working to any items on pages 1 and 2, please explain. Attach additional pages with your signature.

Zoning and Historical	
1. Property is zoned: (Check One) <input checked="" type="checkbox"/> residential <input type="checkbox"/> commercial <input type="checkbox"/> historical <input type="checkbox"/> office <input type="checkbox"/> agricultural <input type="checkbox"/> industrial <input type="checkbox"/> urban conservation <input type="checkbox"/> other <input type="checkbox"/> unknown	
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district? (Check one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	
Flood and Water	Yes No
3. What is the flood zone status of the property? _____	
4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?	<input type="checkbox"/> <input checked="" type="checkbox"/>
5. Are you aware of any flood insurance requirements concerning the property?	<input type="checkbox"/> <input checked="" type="checkbox"/>
6. Are you aware of any flood insurance on the property?	<input type="checkbox"/> <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 defects?	<input type="checkbox"/> <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 type="checkbox"/> <input checked="" type="checkbox"/>
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?	<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?	<input type="checkbox"/> <input checked="" type="checkbox"/>
Additions/Alterations/Repairs (Continued on Page 3)	Yes No
11. Are you aware of any additions being made without required permits?	<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Are you aware of any previous foundation repairs?	<input type="checkbox"/> <input checked="" type="checkbox"/>
13. Are you aware of any alterations or repairs having been made to correct defects?	<input type="checkbox"/> <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"/> <input type="checkbox"/>
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?	<input type="checkbox"/> <input checked="" type="checkbox"/>

LOCATION OF SUBJECT PROPERTY _____		
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Additions/Alterations/Repairs (Continued from Page 2)	Yes	No
16. Approximate age of roof covering, if known <u>12 years (orig)</u> number of layers, if known _____		
17. Do you know of any current defects with the roof covering?		✓
18. Are you aware of treatment for termite or wood-destroying organism infestation?		✓
19. Are you aware of a termite bait system installed on the property?		✓
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?		✓
22. Are you aware of major fire, tornado, hail, earthquake or wind damage?		✓
23. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		✓
24. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		✓
Environmental	Yes	No
25. Are you aware of the presence of asbestos?		✓
26. Are you aware of the presence of radon gas?		✓
27. Have you tested for radon gas?		✓
28. Are you aware of the presence of lead-based paint?		✓
29. Have you tested for lead-based paint?		✓
30. Are you aware of any underground storage tanks on the property?		✓
31. Are you aware of the presence of a landfill on the property?		✓
32. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		✓
33. Are you aware of the existence of prior manufacturing of methamphetamine?		✓
34. Have you had the property inspected for mold?		✓
35. Are you aware of any remedial treatment for mold on the property?		✓
36. Are you aware of any condition on the property that would impair the health or safety of the occupants?		✓
37. Are you aware of any wells located on the property?	✓	
38. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? <input type="checkbox"/> Yes <input type="checkbox"/> No		✓
Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued on Page 4)	Yes	No
39. 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?		✓
40. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		✓
41. Are you aware of encroachments affecting the property?		✓
42. Are you aware of a mandatory homeowner's association? Amount of dues \$ _____ Special Assessment \$ _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually Are there unpaid dues or assessments for the property? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, what is the amount? \$ _____ Manager's Name _____ Phone Number _____		✓
43. Are you aware of any zoning, building code or setback requirement violations?		✓
44. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		✓
45. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		✓

Buyer's Initials _____ Buyer's Initials _____

Seller's Initials AKL Seller's Initials _____

LOCATION OF SUBJECT PROPERTY _____

Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from Page 3)	Yes	No
46. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?		<input checked="" type="checkbox"/>
47. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually		<input checked="" type="checkbox"/>
48. Is the property located in a private utility district? Check applicable <input type="checkbox"/> Water <input type="checkbox"/> Garbage <input type="checkbox"/> Sewer <input type="checkbox"/> Other If other, explain _____ Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)		<input checked="" type="checkbox"/>
Miscellaneous	Yes	No
49. Are you aware of other defect(s) affecting the property not disclosed above?		<input checked="" type="checkbox"/>
50. Are you aware of any other fees, leases, liens or dues required on the property that you have not disclosed?		<input checked="" type="checkbox"/>

If you answered YES to any of the items on pages 2-4, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property.

#14. A few of the panels on the side of the chimney have fallen off.

#37. My father had a private water well drilled/installed after they moved in. I think Lang Well Drilling, Inc. in Enid was the contractor.

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? ☐ YES ☒ NO If yes, how many? _____

Seller's Signature

Date

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 website www.orec.ok.gov.

APPENDIX A RPCD STATEMENT (1-1-2023)

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Buyer's Initials _____ Buyer's Initials _____

Seller's Initials _____ Seller's Initials _____