



Document 2022 GW2447

Book 2022 Page 2447 Type 43 001 Pages 10

Date 8/16/2022 Time 1:52:08PM

Rec Amt \$.00

INDX  
ANNO  
SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT**  
TO BE COMPLETED BY TRANSFEROR

**TRANSFEROR:**

Name Gregory B. Grinstead

Address 11200 Myrtle Ave Kansas City Mo 64137

Number and Street or RR

City, Town or PO

State

Zip

**TRANSFeree:**

Name Jeffrey Martin

Address 3398 130th Street, CUMMING, IA 50061

Number and Street or RR

City, Town or PO

State

Zip

Address of Property Transferred:

3398 130th Street, CUMMING, IA 50061

Number and Street or RR

City, Town or PO

State

Zip

Legal Description of Property: (Attach if necessary)

See attached.

**1. Wells (check one)**

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**5. Private Burial Site (check one)**

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

**6. Private Sewage Disposal System (check one)**

- All buildings on this property are served by a public or semi-public sewage disposal system.
- This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following Exemption [Note: for exemption #9 use prior check box]: \_\_\_\_\_
- The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_

Information required by statements checked above should be provided here or on separate sheets attached hereto:

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature: \_\_\_\_\_ Telephone No.: 515-681-7001  
(Transferor or Agent)



**Time of Transfer Inspection Report (DNR Form 542-0191)**

Property information

Current Owner Holly Rice; hrice88500@aol.com  
Buyer Not given Realtor FSBO  
Mailing Address 3398 130th St. Cumming IA 50061; 515-724-1273

Site Address/County 3398 130th St. Cumming IA 50061 Madison; tburk@madisoncoia.us

No. of Bedrooms 4 Last Occupied? Curre Separation distances ok?

Records Available \_\_\_\_\_ Permit/Installation Date \_\_\_\_\_

Septic System Information

Septic Tank(s): Size 2000 gal Material Concrete Condition Working  
Tank Pumped? YES Date 01/18/21 Licensed Pumper Forest Septic  
Septic/Trash/Processing Tank: Size \_\_\_\_\_ Material \_\_\_\_\_ Condition \_\_\_\_\_  
Tank pumped? \_\_\_\_\_ Date \_\_\_\_\_ Licensed Pumper \_\_\_\_\_

Aerobic treatment unit (ATU) MFGR \_\_\_\_\_ Size \_\_\_\_\_  
Tank Pumped? \_\_\_\_\_ Date \_\_\_\_\_ Licensed Pumper \_\_\_\_\_  
Maintenance Contract? \_\_\_\_\_ Expiration Date \_\_\_\_\_ Service Provider \_\_\_\_\_  
Condition \_\_\_\_\_

Pump Tanks/Vaults: Type \_\_\_\_\_ Size \_\_\_\_\_ Condition \_\_\_\_\_

Distribution System: Distribution Box Plastic Outlets Used 4 Condition Working  
Header Pipe(s) \_\_\_\_\_ Number of Lines \_\_\_\_\_  
Pressure Dosed? \_\_\_\_\_

Secondary Treatment

Length of Absorption Fields 4x100ft=400ft Determined by County record/probe  
Condition of Fields Working Determined by Hydraulic load test/probe  
Type of Trench Material 36" Chambers

Size of Sand Filter \_\_\_\_\_ Determined by \_\_\_\_\_  
Vent Pipes Above Grade? \_\_\_\_\_ Discharge Pipe Located? \_\_\_\_\_  
Effluent Sample Taken? \_\_\_\_\_ Results \_\_\_\_\_

Media Filters: Type \_\_\_\_\_  
Maintenance Contract? \_\_\_\_\_ Expiration Date \_\_\_\_\_ Service Provider \_\_\_\_\_  
Condition \_\_\_\_\_

NPDES General Permit No. 4: Required? \_\_\_\_\_ Permitted? \_\_\_\_\_ NOI submitted \_\_\_\_\_



Time of Transfer Inspection Worksheet

Other Components

Alarms \_\_\_\_\_ Working? \_\_\_\_\_ Disinfection \_\_\_\_\_ Working? \_\_\_\_\_

Control Box \_\_\_\_\_ Timers \_\_\_\_\_ Inspection Ports \_\_\_\_\_

Other Components \_\_\_\_\_

Overall condition of the private sewage disposal system

Report of system status \_\_\_\_\_

Explain (attach additional pages as needed):

All waste water goes from house to septic. 2000 gal concrete tank with risers and outlet filter in working condition. Tank is water tight. Plastic distribution box in working condition. Hydraulic load tested the 4x100ft=400ft 36" Chambers with 350 gal water. All chambers took water and probed dry and clean.

Site status at conclusion of Time of Transfer inspection:

- Verify that controls are set on the appropriate mode.
- Power is on to all components.
- Revisit all components to verify lids are secure.
- Gather all tools for removal from the site.
- Verify that no sewage is on the ground surface.

Using this worksheet, write a narrative report of the inspection results and attach a site sketch.

This report indicates the condition of the private sewage disposal system at the time of the inspection. It does not guarantee that it will continue to function satisfactorily.

Signature of Certified Inspector: Rick Rogers Date: 1/18/2021  
 Name (print): Rick Rogers Certificate #: 9597  
 Address: 401 NE 52nd Ave, Des Moines, IA 50313  
 Phone # (515)282-0777

Provide a copy of this report, the narrative report and sketch to the seller/agent, buyer/agent or the person ordering the inspection, the county sanitarian/environmental health office, and to:

Iowa DNR  
 Private Sewage Disposal Program  
 502 E. 9th St.  
 Des Moines, IA 50319

**Rogers Septic Maintenance and Repair Inc**  
 401 NE 52nd Ave.  
 Des Moines, IA 50313  
 Phone: (515)282-0777  
 E-mail: rick@rogersseptic.com

**Work Order**  
 1/18/2021

**Service Information**

Holly Rice  
 3398 130Th St  
 Cumming, IA 50061-8522  
 Contact: Holly Rice  
 Phone: (515) 724-1273  
 E-mail: hrice88500@aol.com

**Billing Information**

Holly Rice  
 3398 130Th St  
 Cumming, IA 50061-8522

**Job Name**

Rice, Holly - 01/14/2021 TOT w/Pumping

<b>Job Type</b>	<b>PO #</b>	<b>Invoice #</b>	<b>Scheduled</b>	<b>Start</b>	<b>End</b>
TOT			01/18/2021	8:00 AM	12:00 PM

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
TOT:TOT WITH PUMPING	Time of Transfer (TOT) Septic Inspection for Real Estate Sale: Documentation. Includes docs required per code. Docs provided to: DNR, county, sellers, buyers & agents, (if contact info provided). Services. Includes: inspection by a certified inspector, locating, pumping, cleaning, and disposal of septic tank.	1.0000	\$775.0000	\$775.00

TOT report will follow within 10 days unless otherwise agreed upon.

Deduct -\$10 if paid on-line

Job Subtotal:	\$775.00
Madison County:	\$0.00
Payment Total:	\$0.00
<b>Total:</b>	<b>\$775.00</b>

**Job Notes and Instructions:**

OFFICE; All waste water goes from house to septic. 2000 gal concrete tank with risers and outlet filter in working condition. Tank is water tight. Plastic distribution box in working condition. Hydraulic load tested the 4x100ft=400ft 36" Chambers with 350 gal water. All chambers took water and probed dry and clean.

AnnaK - Anna K - 1/14/2021 2:29:04 PM -

Seller to pay; Closing date FEB 28th; Kybo needs pumped out; up to you guys;

locates- 210140535

drawings- email sent

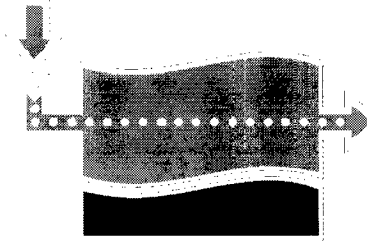
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Payment Due at completion of work.  
 Payment arrangement must be approved before work begins. 0% and low interest financing available

**Rice, Holly - 01/14/2021 TOT w/Pumping Work Order (continued)**

Late payments are subject to 5% late fee per month calculated from invoice date. Attorney and collection fees will also apply to all accounts 30 days past due.  
\$50 returned check charge.

Signature: x \_\_\_\_\_



**Rogers Septic**  
MAINTENANCE & REPAIR

515-282-0777 [www.RogersSeptic.com](http://www.RogersSeptic.com)

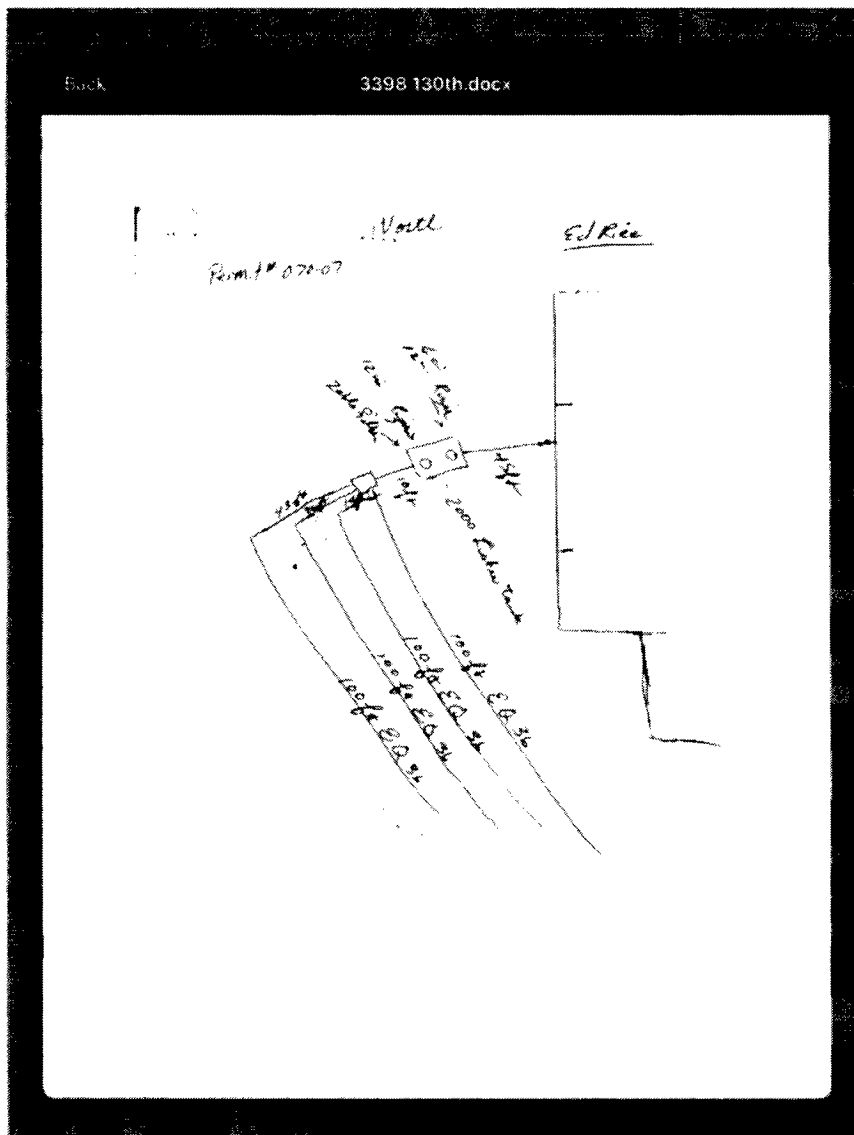
## SEPTIC DRAWING

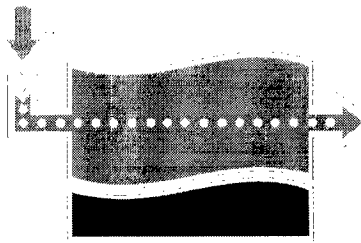
Site Address: 3398 130th St. Cumming IA 50061

Seller Name & Email: Holly Rice; [hrice88500@aol.com](mailto:hrice88500@aol.com)

Seller Address & Phone: 3398 130th St. Cumming IA 50061; 515-724-1273

Picture:





**Rogers Septic**

MAINTENANCE & REPAIR

515-282-0777 [www.RogersSeptic.com](http://www.RogersSeptic.com)

## **TIME OF TRANSFER DETAIL**

**County:** Madison; [tburk@madisoncoia.us](mailto:tburk@madisoncoia.us)

**Complete Address:**

3398 130th St. Cumming IA 50061

**Seller Name & Email:** Holly Rice; [hrice88500@aol.com](mailto:hrice88500@aol.com)

**Seller Complete Address & Phone:**

3398 130th St. Cumming IA 50061; 515-724-1273

**Seller Real Estate Agent:** FSBO

**Seller Agent Email & Phone:** FSBO

**Buyer Name & Email:** Not given

**Buyer Complete Address & Phone:**

Not given

**Buyers Real Estate Agent:** Not given

**Buyers Agent Email & Phone:** Not given





Client Name Gregory Grinstead  
Address 3396 130th St City Lemming Zip 90061  
Install Date 3/2/72 Material Atlas LaPlumbrock Weatherwood  
Color Weatherwood



## Five Year Limited Warranty

All manufacturer and/or supplier warranties shall be deemed to the end user (owner).

Ram Roofing warrants that all the workmanship performed under this contract, except as specifically excluded below, including work performed by subcontractors, shall be of good quality in accordance with area standards and shall be free from defect or fault for a period of five (5) years from the date of the contract.

This warranty excludes damage caused by hail, winds in excess of (60) mph, normal wear and tear, improper maintenance and or abuse. Ram Roofing hereby specifically excludes any/all warranty with regard to concrete cracking, sheetrock cracking, damages caused by natural earth movement and/or settling and roof leaks caused by ice damming. Ram Roofing specifically excludes any/all warranty due to any work performed on said roof by others.

The above constitutes and warranties are void if not paid when the balance is due.

Conditions/Exceptions

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**Midwest Foundation Repair, INC.  
WATERPROOFING LIMITED WARRANTY**

This Limited Warranty is from Midwest Foundation Repair, Inc. ("Contractor") to each purchaser ("Customer") of any of the products described in the "Limited Warranty" section below ("Products") which are installed by Contractor at Customer's property ("Property"). **This Limited Warranty is made by Contractor in lieu of and excludes all other warranties, express or implied, relating to the Products and to any services or other products provided by Contractor in connection therewith, including any IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** In the event applicable law prohibits the disclaimer of any implied warranty, all such implied warranties shall be limited in duration to the term of the Limited Warranty set forth below. This Limited Warranty is transferrable to subsequent owners of the Property, provided that any such transfer shall not extend the duration of the term of the Limited Warranty set forth below. This Limited Warranty is null and void if full payment is not received. Any claims made pursuant to this Limited Warranty should be addressed in writing to Contractor at 11844 Valley Ridge Dr. Papillion, NE 68046.

**LIMITED WARRANTY**

Remedial work completed under this Limited Warranty will not extend the warranty period. Subject to the Exclusions from Coverage set forth below, Contractor provides the following Limited Warranty for the Products:

**Drainage Systems.** For areas where Contractor has installed a WaterGuard™, WaterGuard™DM, and/or Two Stage WP System (each a "Drainage System"), Contractor warrants that, for 25 years from the original date of installation of the Drainage System, the Drainage System will be free from Defects or Contractor will repair the Drainage System at no additional cost to Customer. For the purposes of this Drainage System Limited Warranty, "Defect"\* means water from the floor wall joint which passes through the perimeter of the Drainage System and onto the basement floor. Leakage through interior floor cracks is not covered under this Drainage System Limited Warranty.

**WaterGuard™MPS.** For areas where Contractor has installed WaterGuard™MPS, Contractor warrants that, for 25 years from the original date of installation of WaterGuard™MPS, WaterGuard™MPS will be free from Defects or Contractor will repair WaterGuard™MPS at no additional cost to Customer. For purposes of this WaterGuard™MPS Limited Warranty, "Defect"\* water from the floor wall joint or from floor cracks passes through the WaterGuard™MPS System onto the basement floor.

**Clean Space™.** Contractor warrants that the Clean Space™ liner will be free from Defects for 25 years from the original date of installation or Contractor will repair or replace the Clean Space™ liner. For the purposes of this Clean Space™ Limited Warranty, "Defect"\* shall mean (a) any hole or tear in the Clean Space™ liner or (b) when Clean Space™ is installed with a Drainage System warranted by Contractor under this Limited Warranty, the presence of ground water on the top of the Clean Space™ liner.

**Sump Pumps.** Contractor warrants that sump pumps will be free from Defects for 2 years from the original date of installation or Contractor will replace or repair the defective sump pump(s). For purposes of this Sump Pump Limited Warranty, "Defect" means the failure of a sump pump to operate under normal use and service. Contractor makes no warranty that the number and type of sump pumps installed are sufficient to handle the volume of water on the Property, and this Limited Warranty does not cover the cost of any additional sump pumps and sump pits determined to be necessary to handle such volume.

**Dehumidifiers.** Contractor warrants that dehumidifiers will be free from Defects for 5 years from the original date of installation or Contractor will repair or replace the defective dehumidifier(s). For purposes of this Dehumidifier Limited Warranty, "Defect" means the failure of a dehumidifier to operate under normal use and service.

\*The presence of any of the following conditions shall not be considered "Defects" in any Drainage System, WaterGuard™MPS, or Clean Space™ liner: window well flooding; condensation; water vapor transmission; concrete discoloration; water leaking out of the wall over the Drainage System without a wall system; efflorescence (white powder) on concrete; shrinkage cracks in new concrete; peeling paint; water accumulation in the yard once pumped from the structure; or leaks caused by chimneys, plumbing, or frozen discharge lines.

**EXCLUSIONS FROM COVERAGE**

This Limited Warranty does not cover Defects caused directly or indirectly by any of the following: (1) Neglect, misuse, abuse, or alteration of the Product; (2) clogging or malfunctioning of a Product caused by mineral accumulations, iron bacteria, tree roots, mud, sand, or similar causes; (3) failure to maintain positive drainage away from the Property foundation; (4) failure to keep gutters on the Property in good and working order; (5) failure to direct downspouts sufficiently away from the Property foundation; (6) failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; and (7) any items mentioned in this Contract under "Customer Will", "Contractor Will", "Specifications", "Labels", and "Additional Notes".

**LIMITED REMEDY**

Contractor's sole obligation to Customer with respect to this Limited Warranty is to provide the labor and materials necessary to replace or repair any Defect as set forth in the "Limited Warranty" section above. Contractor is not responsible for any consequential, incidental, or indirect damages, including without limitation: (a) water damage to the Property or personal property; (b) costs for any finish carpentry, painting, paneling, landscaping, or other work necessary to restore the Property after Contractor's work is completed; (c) utility damage that occurs as a result of Contractor's installation is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons; (d) pets escaping from or being injured in or around the work area; and (e) damages caused by mold including, but not limited to, property damage, bodily injury, loss of income, loss of use, loss of value, emotional distress, adverse health effects, death, or any other effects.

**EXCLUDED PRODUCTS**

**All Other Products.** Except for the Products listed in the "Limited Warranty" section above, Contractor makes no express warranty, and disclaims all implied warranties, for any other product or service provided by Contractor to Customer.