

Book 2010 Page 378 Type 43 001 Pages 6 Date 2/23/2010 Time 12:15 PM Rec Amt \$.00

INDX ANNO SCAN

CHEK

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT

TO BE COMPLETED BY TRANSFEROR

		SFEROR: Farmers & Merchants State Bank					
Ac	ldre	ss 101 W Jefferson, Winterset, IA	50273	-			
		Number and Street or RR	City, Town or P.O.	State	Zip		
		SFEREE: Lucas Gray and Mariah Gray			,		
Ac	ldre	ss 1917 N John Wayne Dr., Winte	crset, IA 50273 City, Town or P.O.	State	Zip		
		ss of Property Transferred: N John Wayne Dr., Winterset, IA 5	50273				
		Number and Street or RR	City, Town, or P.O.	State	Zip		
		Description of Property: (Attach if r ion to Winterset, Madison County,		Lot Six (6) of C &	C Allen's		
1.		lls (check one)					
					atus are		
2.		Solid Waste Disposal (check one)					
		There is no known solid waste dis There is a solid waste disposal si in Attachment #1, attached to this	te on this property and information	related thereto is	provided		
3.		Hazardous Wastes (check one)					
		There is no known hazardous wa There is hazardous waste on this Attachment #1, attached to this de	property and information related t	hereto is provided	in		
4.	Un	derground Storage Tanks (check					
		There are no known underground					
		There is an underground storage	tank on this property. The type(s) below or on an attached separate				

5.	Pri	vate Burial Site (check one)
	\mathbf{x}	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.	Pri	vate Sewage Disposal System (check one)
	_	There are no known private sewage disposal systems on this property.
		There is a private sewage disposal system on this property. 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 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. When the inspection is completed, an amended Groundwater Hazard
		Statement shall be recorded with the certified inspection and shall include the document
		numbers of both the real estate transfer document and the original Groundwater Hazard
		Statement. There is a 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.
	X	This property is exempt from the private sewage disposal inspection requirements pursuant to
		the following exemption: <u>property is bank owned forclosure</u> . The private sewage disposal system has been installed within the past two years pursuant to
		permit number
		permit number
Int	form	nation required by statements checked above should be provided here or on separate
		s attached hereto:
_		
		I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS
		FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.
		Farmers & Merchants State Bank
		1012 A
Sig	gnati	ure: by! Land Keetinew UV Telephone No.: (515) 462-3120
		(Transferor or Agent)

GROUNDWATER HAZARD STATEMENT

ATTACHMENT #1

NOTICE OF WASTE DISPOSAL SITE

a.	Soli	d Waste Disposal (check one)
		There is a solid waste disposal site on this property, but no notice has been received from the
		Department of Natural Resources that the site is deemed to be potentially hazardous.
		There is a solid waste disposal site on this property which has been deemed to be potentially
		hazardous by the Department of Natural Resources. The location(s) of the site(s) is stated
		below or on an attached separate sheet, as necessary.
b		ardous Wastes (check one)
		There is hazardous waste on this property and it is being managed in accordance with
		Department of Natural Resources rules.
		There is hazardous waste on this property and the appropriate response or remediation actions
_		or the need therefore, have not yet been determined.
Ьu	ntner	descriptive information:
	·	
		I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS
		FORM
		AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.
		James & Merchants State Bank
C:-	4	$i \in \mathcal{C}_{1} \times \mathcal{C}_{2} \times \mathcal{C}_{3}$
SIC	ınatu	re: by: Telephone No.: (515) 462-3120

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No [] Unknown []

SEPTIC SYSTEM INSPECTION AND REPAIR ADDENDUM

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	77.R		1

REALTOR®			,	ecal Procedures
This agreement is an addendur	n to the Offer for	Real Estate date	ed <u>Jan 17</u> th	20 10
between Seller(s) Farmure	. + Merchante	5 Band Buyer(s	s) Lucas & Mariah	Gray
	John Wa			J
Purpose of Addendum: Iowa C the transfer of property. The Code dwelling units. This property has	ode 455B.172 man e applies to transfer	idates the inspect r of property which	ch includes at least one but n	
Exempt Properties: Properties 455B.172): Bare ground; proper lenders selling foreclosed proper guardianship, conservatorship, of between divorcing spouses; transintra-company business organization. Also, the inspection requirement the building. An Iowa Department or destroy. Seller(s) certifies that the proper above exemptions apply. If so, Seamers is Merchants.	rty containing 5 or a rties; fiduciaries in a rtrust; between joi sfers, for which con ation transfers; prop at does not apply to a ent of Natural Reso rty is exempt from deller(s) may stop h	more dwellings u the course of an a int tenants or tenan insideration is \$50 perties which have a transfer in which purces (DNR) form the requirement ere.	nits; court ordered transfers; administration of an decedent nts in common; intra family 0 or less; certain intra-family be been inspected within the lab the transferee intends to den must be used to certify the	foreclosures; t's estate, transfers; or ast two years. emolish or raze intent to raze
by tent Kehman	$\frac{\sqrt{P}}{2}$ Date	Seller		Date
Buyer	Date	Buyer		Date
Section I: Seller's Disclosure Statement: S located on the above property is inwarranty as to the septic system. S In connection with actual or anticipate be a warranty of any kind by S Inspection the purchaser may wish	n good working ord Seller authorizes Ag pated sale of the pr Seller or Seller's Ag n to obtain.	ler at the time of t gent to provide a c coperty or as other gent and shall not	his offer. Brokerage makes recopy of this statement to any rwise provided by law. This be intended as a substitute for	person or entity statement shall or any other
Has the system been inspected by Yes[] No[] Unknown[]		•		•
Date of inspection			Unknown[]	
Date of inspection Date system last cleaned/pumped Note: If inspected within 2 years nay not need pumping/cleaning.)	s of closing date, s	system may not n	Unknown[] eed inspection and if pumpe	ed within 3 years
Any known problems? Yes [] If Yes, Explain	***			

Location Unknown [] AgeAttached additional pages if necessary.	Unknown[]			
Buyers and Sellers agree to have the septic s Such inspection will be paid for by: Buyer Seller	system inspected by a person certi	fied by the DNR.		
☐ Mutually Agreed: Amount Exact \$ 6	by Seller, and amount	Exact \$ or % by Buyer.		
and completed within days of t	the execution of this Addendum o	r no later than20		
Buyer Initials	Seller Initials	 		
The County Recorder shall not record a deed or any other property transfer or conveyance document until either a certified inspector's report is provided or attached to the Groundwater Hazard Statement, which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the DNR or, in the event that weather or other temporary physical conditions prevent the certified inspection from being conducted, the <u>buyer</u> has executed and submitted 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.				
At the time of inspection, any septic system existing as part of the sewage disposal system shall be opened and have the contents pumped out and disposed of as provided for by rule. In the alternative, the owner may provide evidence of the septic system being properly pumped out within three years prior to the inspection by a commercial septic system cleaner licensed by the DNR which shall include documentation of the size and condition of the tank and its components at the time of such occurrence.				
If a private sewage disposal system is failing functioning, the private sewage disposal syst adopted by the DNR, either by the seller or, county or the DNR, by the buyer. If the privareating an unsanitary condition in the environment construction standards.	tem shall be renovated to meet cu by agreement, within a reasonable vate sewage disposal system is pro-	rrent construction standards, as e time period as determined by the operly treating the wastewater and not		
We, the undersigned understand this form an	nd agree to its terms.			
Seller Date	Buyer	Date		
Seller Date	e Buyer	Date		

General location of system _____

THIS IS A LEGALLY BINDING DOCUMENT.

If not understood, consult with the lawyer of your choice.

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You May STOP here if the inspection does not mandate a renovation, repair, or replacement of the septic system.

If a renovation, repair or replacement of the septic system is mandated, complete Section II on page 3.

Septic Inspection Mandates Renovation, Repair, or Replacement Buyers and Sellers agree to such renovation, repair, or replacement of the septic system. Name of Septic Contractor/Service Provider __ Such renovation, repair, or replacement shall be the responsibility and paid for by: ☐ Buyer ☐ Seller ☐ Mutually Agreed: Amount _____ by Seller, and amount ____ Exact \$ or % and completed within days of the execution of this Addendum or no later than _____ Buyer and Seller may agree to escrow money for the renovation, repair and replacement of the septic system and may complete an Escrow Agreement and Release. Following an inspection, the inspection form and any related reports shall be provided to the county for enforcement of any follow-up mandatory system improvement and to the DNR for their records. Title abstracts to property with private sewage disposal systems shall include documentation of septic system inspections. We, the undersigned understand this form and agree to its terms. Seller Date Buyer Date Seller Buyer Date Date

Section II:

THIS IS A LEGALLY BINDING DOCUMENT.

If not understood, consult with the lawyer of your choice.
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