

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

**TRANSFEROR:**

Name Robert M. Casper and John E. Casper  
Address c/o Robert M. Casper, P.O. Box 329, Winterset, IA 50273-0329  
Number and Street or RR City, Town or P.O. State Zip

**TRANSFeree:**

Name Winterset Airport Authority  
Address 3405 N. 8th Avenue, Winterset, IA 50273  
Number and Street or RR City, Town or P.O. State Zip

**Address of Property Transferred:**

Sections 24 and 25, Union Township, Madison County, Iowa.  
Number and Street or RR City, Town or P.O. State Zip

Legal Description of Property: (Attach if necessary) For Legal Description see Exhibit "A" attached hereto and by this reference incorporated herein.

**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:**

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

Signature:   
(Transferor or Agent) Robert M. Casper

Telephone No.: (515) 462-3113

## EXHIBIT "A"

Parcel "C" and Parcel "M" located in the East Half (½) of the Northeast Quarter (¼) of the Southwest Quarter (¼) and in the Southeast Quarter (¼) of Section Twenty-four (24); and also in the Northwest Quarter (¼) of the Northeast Quarter (¼) of Section Twenty-five (25), ALL in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, containing a combined total of 14.86 acres, as shown in Plat of Survey filed in Book 2016, Page 2737 on September 20, 2016, in the Office of the Recorder of Madison County, Iowa.

The Grantor and Grantee agree that paragraphs 20 through 24 of the Purchase Agreement shall survive the Closing of this transaction and shall continue to be binding upon the parties, their successors and assigns as a covenant running with the land. These paragraphs of the Purchase Agreement provide as follows:

20. PARTITION FENCING. The Buyer shall be responsible to install and maintain all partition fencing upon and along the boundaries of the Buyer's real estate.

21. GROWING CROPS. The parties agree the 2016 growing crop on the premises remains the Seller's property and the Seller shall have the right to timely remove this crop.

22. SOIL CONSERVATION PRACTICES. The parties acknowledge that the surface water drainage generally flows from the Airport Authority property upon and over the adjoining property of the Seller; that the surface water drainage has been controlled by the installation of soil conservation practices including tile intake terracing; that these existing practices are to be mutually maintained by the parties to avoid soil erosion on their respective properties arising from this surface water drainage; and, the parties shall participate with the Madison County Soil Conservation District on any modifications to the existing soil conservation practices on their respective land parcels and obtain such approvals, if any, as this Conservation District may require.

23. FARM LEASE-2017 CROP YEAR. In the event the Buyer determines that the land subject to this Contract should be leased for the 2017 crop year, then in that event, the parties agree the Seller has the right to lease back this parcel for cash rents of \$2,925.00 payable in full to the Landlord on April 1, 2017.

24. CATTLE ACCESS TERMS. The parties understand this sales transaction divides the existing farm into two (2) separate parcels. BUYERS shall provide an easement as a temporary access or alley-way to allow SELLERS livestock grazing on both parcels. This area is currently being used by SELLERS for such purposes and is shown on Exhibit "B". BUYERS and SELLERS agree that this area that is currently being used by SELLERS for such cattle access shall be relocated at such time that BUYERS are able to provide an alternate cattle access to SELLERS, at such time as BUYERS can provide such alternate cattle access easement to SELLERS (as shown on Exhibit "C"), then the current easement for cattle access over the real estate as shown on Exhibit "B" shall terminate. The BUYER shall be responsible for the fencing and gates for the alternate cattle access.