

REAL ESTATE SALES AGREEMENT

Parcel 5

Oberhaus, Inc. – 12.76 Acres, m/l – Muscatine County, Iowa

AGENCY DISCLOSURE

An agency disclosure must be made by the agent prior to any offer being made by the BUYER or accepted by the SELLER. By signing below the BUYER and SELLER confirm that written disclosure of agency representation was provided to them prior to the signing of the REAL ESTATE SALES AGREEMENT.

BUYER further acknowledges having signed and received a copy of the SELLER PROPERTY CONDITION DISCLOSURE FORM, if required. The BROKER, its agents, employees and associates are not required, however, to discover hidden defects in the property or give advice on matters outside the scope of their real estate license.

SELLER and/or BUYER request that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard statements and declaration of value.

HERTZ REAL ESTATE SERVICES, Inc., BROKER, and RYAN KAY, licensee employed by or associated with the Broker, represents the [X]SELLER [ ]BUYER or [ ]BOTH SELLER AND BUYER.

N/A, CO-BROKER, and N/A, licensee employed by or associated with the Co-Broker, represents the [ ]SELLER [X]BUYER.

BUYER(S):

SELLER(S): Oberhaus, Inc.

Signature: By: \_\_\_\_\_ DATE 11/11/2022

Signature: By: Anthony Oberhaus, Vice President DATE 11/11/2022

Signature: By: \_\_\_\_\_ DATE 11/11/2022

Signature: By: Christopher Oberhaus, Treasurer DATE 11/11/2022

1. PARTIES: Oberhaus, Inc. (Seller) agrees to sell and convey to \_\_\_\_\_ (Buyer), and Buyer agrees to buy from Seller the following property situated in Seventy-Six Township, Muscatine County, Iowa, Containing 12.76 Acres more or less (M/L) and legally described as:

To be known as Auditor's Parcel 'A' located in Sections 21 and 22, Township 76 North, Range 3 West of the 5th P.M., Muscatine County, Iowa. Updated abstract to govern.

together with any easements and 100 percent of the mineral rights owned by Seller, but subject to any easements of record, zoning restrictions, FSA/NRCS cost sharing agreements and restrictive covenants. The right is reserved to insert the exact legal description as shown by the Abstract of Title.

2. TOTAL PURCHASE PRICE SHALL BE: .....\$ \_\_\_\_\_

PAYMENT FOR THE PROPERTY AS FOLLOWS:

A. FUNDS TO BE DEPOSITED IN TRUST WITH BROKER ON ACCEPTANCE OF OFFER \$ \_\_\_\_\_

B. FUNDS DUE AT SETTLEMENT ON JANUARY 12, 2023 \$ \_\_\_\_\_

Funds due at settlement shall be by bank cashier's check or wire transfer

TOTAL PURCHASE PRICE AS NOTED ABOVE.....\$ \_\_\_\_\_

3. THIS OFFER CONTINGENT UPON THE ABILITY OF BUYER TO: NO CONTINGENCIES

4. **TAXES AND SPECIAL ASSESSMENTS:**
- A. Real Estate taxes shall be prorated to DATE OF CLOSING.
  - B. Any proration of taxes shall be based upon the taxes for the year currently payable. All subsequent taxes will be paid by the Buyer.
  - C. All special assessments spread on the Treasurer's book at the time of the acceptance of this offer are to be paid by the Seller. All subsequent special assessments are to be paid by the Buyer.
5. **EARNEST MONEY:** \$ \_\_\_\_\_ is herewith tendered and is to be deposited as Earnest Money upon execution of this contract by all parties with HERTZ REAL ESTATE SERVICES as Escrow Agent. Additional Earnest Money, if any, shall be deposited with the Escrow Agent. If indicated by "yes" in the following space N/A, the earnest money shall be deposited by the Broker in an interest-bearing trust account and the interest earned thereon shall accrue for the benefit of N/A with interest credited to SS# or TIN# as per attached IRS W-9 Form); otherwise, the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, will receive the interest.
6. **BROKER'S FEE:** Seller agrees to pay HERTZ REAL ESTATE SERVICES Broker, herein as follows: AS PER AUCTION AGREEMENT of the total contract sales price in cash at the closing, payable in the Broker's principal office.
7. **POSSESSION AND CLOSING:** Settlement or closing shall be on or before JANUARY 12, 2023. Possession of the property shall be delivered to the Buyer on SEE 31(A) in its present condition, ordinary wear and tear excepted.
8. **INSURANCE:** Seller agrees to keep the buildings on said property insured at present coverage until possession is given and in the event the buildings and improvements on said real estate are destroyed or materially damaged by fire or other casualty before possession is given to Buyer, it is agreed that the insurance money received shall go to Buyer to replace or repair said damage. Buyer may obtain additional insurance.
9. **SURVEY:** This property has been surveyed.
10. **FIXTURES:** All personal property that integrally belongs to or is part of the real estate, whether attached or detached, such as, water pumps and systems, automatic heating equipment, electrical service cable, fencing and other attached fixtures, trees, bushes, shrubs and plants, feed bunks in the fence, installed fences and gates, propane tanks not under lease, water association rights where applicable, hog and cattle waterers in the fence or permanently installed, grain storage buildings and hog and cattle sheds on permanent foundations, auger and conveyor systems shall be considered part of real estate and included in this sale except:  
**ALL PERSONAL PROPERTY IS RESERVED. GRAIN DRYER AND FAN ARE OWNED BY THE OPERATOR AND ARE RESERVED.**
- 
- All grain, livestock, hay, silage and non-realty property on the real estate are reserved by the Seller or Seller's tenant.
11. **CONDITION OF PROPERTY:** The real estate (and any personal property contracted for) in its present condition as of date of this offer, will be preserved and delivered intact at the time possession is given.  
X Seller sells "As is" and "Where is" all mechanical and electrical equipment.  
The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal. Buyer accepts the property in its present condition.
12. **GROUNDWATER HAZARD STATEMENT:** At closing, a Groundwater Hazard Statement will be filed by the Seller(s) regarding the following items: 1. wells; 2. solid waste disposal; 3. hazardous wastes; 4. underground storage tanks; 5. private burial site and 6. private sewage disposal system located on the Property. If any of these are located on the property, they are as follows:  
**WELL, CISTERN AND SEPTIC.**
- 
- Brokers, their Agents, Employees and Associates shall not be responsible for any hazardous materials which may be found on this property which have not been disclosed by the Seller(s) or any other parties in interest and are not required to give advice on matters outside the scope of their real estate license.

13. **REPRESENTATIONS:** It is understood that no representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyer by another person or agency. Buyer declares they are purchasing on their own examination and judgment and not through any representations to them made by the Seller, or their agents, as to its location, size, value, future value, income therefrom or as to its production.
14. **TIME:** In the performance of each part of this agreement, time shall be of the essence.
15. **ABSTRACT AND TITLE:** Seller at their expense, shall continue the abstract of title and deliver to Buyer for examination. The abstract shall become the property of the Buyer when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement and title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Each party shall pay costs of additional abstracting and/or title work due to their acts or omissions.
16. **DEED:** Upon payment of purchase price, Seller shall convey title by WARRANTY deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with warranties as to acts of Seller up to time of delivery of deed. Seller to pay transfer tax.
17. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE:** If, and only if, the Seller(s), immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Seller(s) then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller(s) in real estate shall be and continue in Seller(s) as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer(s), in the event of the death of either Seller, agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.
18. **REMEDIES OF THE PARTIES---FORFEITURE---FORECLOSURE---REAL ESTATE COMMISSION:**
- A. If the Seller(s) fails to fulfill this agreement, the Buyer shall have the right to have all payments, plus accrued interest, if any, returned or to proceed by any action or actions at law or in equity.
- B. If the Buyer fails to fulfill this agreement, the Seller may pursue forfeiture proceedings as provided in the Code of Iowa, all payments made herein shall be forfeited and the earnest money deposit shall be paid to Seller, less agent expenses, not to exceed the Broker's fees as per the Auction Agreement.
- C. If in addition to the foregoing remedies, either party shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure or specific performance, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed. Either party will pay interest at the maximum legal rate on all amounts herein as and after they become delinquent.
19. **APPROVAL OF COURT:** If this property is an asset of any estate, trust or guardianship that requires court approval for sale, this contract shall be subject to Court approval. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event, the Court Officer's Deed shall be used.)
20. **ALL FUNDS DEPOSITED** hereunder as part payment as herein above set forth shall be held by Broker as Agent in trust pending acceptance of this offer, examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company or persons financing his/her purchase to pay all funds to Broker as Agent for the Seller and Seller authorizes such Agent to accept same. It is agreed that at time of settlement, funds of the purchase price may be used by Broker as Agent to pay taxes, liens, and other sales or purchase expenses of Seller and Buyer to comply with the above requirements; same to be handled under supervision of the Broker as Agent and subject to approval of Buyer's attorney on title questions to produce merchantable title.
21. **CONTRACT BINDING ON SUCCESSORS IN INTEREST:** This contract shall apply to and bind the successors in interest of the respective parties.
22. **TENANT:** If indicated by "yes" in the following space YES, it shall be the responsibility of Seller at Seller's expense to see to the termination of all rights of existing tenants so Buyer shall have sole possession, subject to the 2022 existing Lease, and at closing Seller shall exhibit evidence satisfactory to Buyer of such termination.
23. **CONSERVATION PROGRAM CONTRACT(S):** Seller assigns all right, title and interest in any Conservation Program contract(s) for said real estate to Buyer. Seller reserves the right to receive from the Farm Service Agency and/or Natural Resource Conservation Service office their prorated share of any Conservation Program payment(s) prorated to N/A. By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
24. **WORDS AND PHRASES** herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
25. **WATER/SANITARY SYSTEMS:** BUYER will assume all responsibilities, including costs, for compliance of all county and state regulations covering the sanitary and water systems on the property.

BUYER(S) INITIALS: \_\_\_\_\_, \_\_\_\_\_

SELLER(S) INITIALS: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

26. **ELECTRONIC SIGNATURES** on this agreement and/or faxed/scanned copies of signed agreement shall be considered valid.
27. **COUNTERPARTS:** If more than one person is named as a Seller and/or Buyer herein, this contract may be executed by each Seller and/or Buyer, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a full and complete contract between the parties.
28. **SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
29. **IRS §1031 TAX-DEFERRED EXCHANGE:**
- (A) **Seller** reserves the right to structure this transaction as a tax-deferred exchange under Internal Revenue Code §1031. Buyer shall cooperate to complete the said exchange. Seller shall be responsible for all expenses related to seller-initiated exchange.
- (B) **Buyer** shall have the right to assign this Agreement without consent of the Seller, prior to closing, in order to affect a Like-Kind Section §1031 Tax-Free Exchange at no additional cost to Seller. Buyer shall be responsible for all expenses related to a buyer-initiated exchange.
30. **ADDENDUM:** There \_\_\_ is \_\_\_ **X** is not an Addendum attached that is part of this Agreement. Said Addendum consists of \_\_\_ pages.
31. **OTHER PROVISIONS:**
- (A) Buyer acknowledges there is a Crop Share Lease in place for the 2022 crop year. Sellers shall retain 100% of all profits earned from the 2022 crop. Full possession of the cropland to be March 1, 2023. All grain on premises and in bins is owned and shall remain the property of the Seller and Operator. They and/or their designees, shall be granted full access to remove said grain by July 1, 2023. Buyer to have full possession of the grain bins on July 1, 2023.  
Full possession of the house and buildings to be at closing.
- (B) The Buyer understands and agrees that Buyer is purchasing this real estate in its "As Is, Where Is, With ALL Faults" condition and there are no expressed or implied warranties pertaining to the real estate which Buyer is purchasing including, but not limited to, fitness for a particular use, access, water quality, physical or environmental condition. Neither the Seller or nor the Broker are warranting any specific zoning classification, location of utilities, assurance of building permits, driveway permits or water of septic permits. Buyer further understands that the house, buildings, and any other remaining property still located on this real estate are also being purchased "As Is, Where Is" and if Buyer determines that said property should be removed, Buyer shall be responsible for all costs associated with removing the property from the real estate.
- (C) It shall be the Buyer(s) responsibility to provide all required fencing in accordance with Iowa state law.
- (D) If one Buyer purchases one or more tracts that are adjacent to one another, the Sellers shall only be obligated to furnish one abstract and deed (husband and wife constitute one Buyer).

Offer presented this 11<sup>th</sup> day of NOVEMBER, 2022, and null and void if not accepted on or before NOVEMBER 11, 2022.

ACCEPTED THIS 11<sup>th</sup> DAY OF NOVEMBER, 2022.

**BUYER(S):**

**SELLER(S):**

Oberhaus, Inc.

Signature: By: \_\_\_\_\_ 11/11/2022  
DATE

Signature: By: Anthony Oberhaus, Vice President 11/11/2022  
DATE

Signature: By: \_\_\_\_\_ 11/11/2022  
DATE

Signature: By: Christopher Oberhaus, Treasurer 11/11/2022  
DATE

HERTZ REAL ESTATE SERVICES, Inc.

Listing Broker

By: Troy R. Louwagie, Broker



# SELLER DISCLOSURE OF PROPERTY CONDITION (BASIC)



(To be delivered prior to buyer making Offer to Buy Real Estate)  
Oberhaus, Inc. – 12.01 Acres, m/I – Muscatine County, Iowa

**Property Owner(s):** Oberhaus, Inc.  
**Property Address** 2581 Jasper Avenue, Letts, IA 52754

**Purpose of Disclosure:** Completion of this form is required under Chapter 558A of the Iowa code which mandates Seller disclose condition and information about the property, unless property is exempt.

**Instructions to the Seller:** (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "N/A" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

**Exempt Properties:** Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwelling units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between joint tenants, or tenants in common; to or from any government division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings.

Property is exempt because one or more of the above exemptions apply. (If exempt – **STOP HERE** – skip to signature line)

**Seller's Disclosure Statement:** Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**

## I. Property Conditions, Improvements and Additional Information:

- Basement/Foundation:** Has there been known water or other problems? Yes  No  Unknown  If yes, please explain: Water may seep in during rain events, brick repair needed at south basement entrance, brick spalling
- Roof:** Any known problems? Yes  No  Unknown  Type Hail damage, claim paid 2017, no repair completed Unknown  Date of repairs/replacement Unknown Describe: Unknown
- Well and pump:** Any known problems? Yes  No  Unknown  Type of well (depth/diameter), age and date of repair: Water well, depth 300 ft Has the water been tested? Yes  No  Unknown  If yes, date of last report/results: Unknown date, MPW has past test records
- Septic tanks/drain fields:** Any known problems? Yes  No  Unknown  Location of tank Behind Corncrib Unknown  Age 2010 Unknown  Has the system been inspected within 2 years or pumped/cleaned within 3 years? Yes  No  Unknown  Date of Inspection Unknown Date tank last cleaned/pumped Unknown
- Sewer:** Any known problems? Yes  No  Any known repairs/replacement? Yes  No  Date of repairs Unknown
- Heating system(s):** Any known problems? Yes  No  Any known repairs/replacement? Yes  No  Date of repairs Unknown
- Central Cooling system(s):** Any known problems? Yes  No  Any known repairs/replacement? Yes  No  Date of repairs Unknown
- Plumbing system(s):** Any known problems? Yes  No  Any known repairs/replacement? Yes  No  Date of repairs Unknown X X
- Electrical system(s):** Any known problems? Yes  No  Any known repairs/replacement? Yes  No  Date of repairs Unknown
- Pest Infestation:** (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.) Any known problems? Yes  No  Unknown  Date of treatment Unknown Previous Infestation/Structural Damage? Yes  No  Date of repairs Unknown
- Asbestos:** Is asbestos present in any form in the property? Yes  No  Unknown  If yes, explain: Unknown
- Radon:** Any known tests for the presence of radon gas? Yes  No  If yes, test results? Unknown Date of last report Unknown If Buyer tests for Radon, Seller agrees to release testing results to Buyer  Yes  No
- Lead Based Paint:** Known to be present or has the property been tested for the presence of lead based paint? Yes  No  Unknown  If yes, what were the test results? Unknown Has the lead disclosure and Pamphlet been provided? Yes  No
- Any known encroachments, easements, "common areas"** (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? Yes  No  Unknown

**Seller Initials** DS [Signature]

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



- 15. **Features** of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility may have an effect on the property? Yes  No  Unknown
- 16. **Structural Damage:** Any known structural damage? Yes  No  Unknown
- 17. **Physical Problems:** Any known settling, flooding, drainage or grading problems? Yes  No  Unknown
- 18. **Is the property located in a flood plain?** Yes  No  Unknown  If yes, flood plain designation \_\_\_\_\_
- 19. **Do you know the zoning classification of this property?** Yes  No  Unknown  What is the zoning? \_\_\_\_\_
- 20. **Covenants:** Is the property subject to restrictive covenants? Yes  No  Unknown  If yes, attach a copy or state where a true, current copy of the covenants can be obtained: \_\_\_\_\_
- 21. **Has there been "major" structural remodeling?**  Yes  No  Unknown  If yes, please explain: \_\_\_\_\_

You **MUST** explain any "Yes" responses above (Attach additional sheets if Necessary): \_\_\_\_\_

8) Plumbing systems- leak detected in dining room ceiling approximately 4 years ago and water has been shut off since no repair made.

15) Fences on property

16) Structural damage-see comments 1)Basement/Foundation

Seller has owned the property since \_\_\_\_\_. Seller has indicated above the history and condition of all the items based solely on the information known or reasonable available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). **Seller hereby acknowledges Seller has retained a copy of this statement.**

**Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa Department of Health.**

**Oberhaus, Inc.**

DocuSigned by:

11/1/2022

Seller: **By: Christopher Oberhaus, Treasurer** Date

**Oberhaus, Inc.**

DocuSigned by:

10/31/2022

Seller: **By: Anthony Oberhaus, Vice President** Date

**BUYER NAME:**

**Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.**

**Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.**

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

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

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[https://hertzassociatesltd.sharepoint.com/sites/SiteRealEstate/MountVernon/Transaction/ActiveAuctions/Muscatine\\_IA\\_296.88\\_010-2468-01\\_Oberhaus/Contracts & Agmts/Auction Documents/Property Disclosure - Oberhaus.docx](https://hertzassociatesltd.sharepoint.com/sites/SiteRealEstate/MountVernon/Transaction/ActiveAuctions/Muscatine_IA_296.88_010-2468-01_Oberhaus/Contracts&Agmts/AuctionDocuments/PropertyDisclosure-Oberhaus.docx)

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

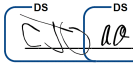
Oberhaus, Inc. – \_\_\_\_\_ Acres, m/l – Muscatine County

**ADDRESS** 2581 Jasper Ave., Letts, IA 52754

**LEAD WARNING STATEMENT:**

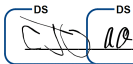
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure (initial)**

 <sup>DS</sup>

- ( a ) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

 <sup>DS</sup>

- ( b ) Records and Reports available to the Seller (check one below):  
 Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):  
\_\_\_\_\_

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

- \_\_\_\_\_ ( c )  Purchaser has received copies of all information listed above - or -  
 No records or reports were available (see (b) above).

\_\_\_\_\_ ( d ) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home, Lead Poisoning: How to Protect Iowa Families*, or a similarly approved booklet.

- \_\_\_\_\_ ( e ) Purchaser has (check one below):  
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

\_\_\_\_\_ ( f ) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Oberhaus, Inc.**

DocuSigned by:



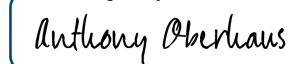
11/1/2022

Seller: **By: Christopher Oberhaus, Treasurer** Date

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

**Oberhaus, Inc.**

DocuSigned by:



10/31/2022

Seller: **By: Anthony Oberhaus, Vice President** Date

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

**HERTZ REAL ESTATE SERVICES**

Seller's Agent: **Troy R. Louwagie** Date

Buyer's Agent: \_\_\_\_\_ Date