

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 Chad Reifschneider and/or Matt Vegter, licensee employed by or associated with the broker, represents SELLER

N/A, CO-BROKER, and N/A, licensee employed by or associated with the Co-Broker represents the N/A.

BUYER(S):

SELLER(S): COE COLLEGE

Signature- _____ Date _____

Signature- Kayt Conrad, VP for Finance & Admin _____ Date _____

Signature - _____ Date _____

Signature- _____ Date _____

1. **PARTIES: Coe College** (Seller) agrees to sell and convey to _____ and/or assignee (Buyer), and Buyer agrees to buy from Seller the following property situated in **Knoxville 'S'** Township, **Marion** County, Iowa, containing **203.29** acres, more or less (M/L) and legally described as **W¹/₂ NW¹/₄, ex. Parcel 'A' of Section 16 AND NE¹/₄, ex. Parcel 'A' of Section 17, all within Township 75 North, Range 20 West of the 5th P.M.**, 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: 203.29 AC, M/L x \$ _____ \$ _____**

A. Funds to be deposited in Trust with Broker on Acceptance of Offer..... \$ _____

- Real Estate Trust Account of Hertz Real Estate Services, Inc.
- Trust account of **N/A**, Closing Agent

B. Additional Funds Due On N/A..... N/A

C. Funds Due at Settlement On April 10, 2024 \$ _____
Funds due at settlement shall be by bank cashier's check or wire transfer

D. Balance Due Under Installment Contract N/A
Buyer and Seller shall execute an installment contract on a form commonly used in this county calling for the following terms: N/A

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

3. **THIS OFFER CONTINGENT UPON THE ABILITY OF BUYER TO:**

- A. Sell (or complete exchange of) property located in **N/A**, for not less than **\$N/A** or such amount as is acceptable, on or before **N/A**. However, the Seller reserves the right to accept another offer, provided Buyer has first option and is given a **N/A**-hour notice in writing of the Seller's intention to terminate this agreement if this contingency is not fulfilled.
- B. Obtaining a commitment for a mortgage loan in the amount of **\$N/A** on or before **N/A**. Buyer shall make every reasonable effort to obtain approval of the financing and shall pay all costs of said financing. This agreement will become null and void if buyer does not notify Seller or Agent in writing before **N/A** that these contingencies have been met.

BUYER(S) INITIALS: _____, _____

SELLER(S) INITIALS: _____, _____

C. Buyer shall notify Seller or Agent in writing by N/A of any environmental objections. This offer shall be null and void unless all parties agree on the resolution of environmental objections within five days after notice is given.

D. Other Contingency: N/A

If any contingency cannot be carried out, this Offer shall become null and all money paid or obligations given by Buyer shall be returned to Buyer.

4. TAXES AND SPECIAL ASSESSMENTS:

A. Real Estate taxes shall be prorated to April 10, 2024.

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, Inc. as Escrow Agent. Additional Earnest Money, if any, shall be deposited with the Escrow Agent. If indicated by "yes" in the following space NO, 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 W9 form; otherwise, the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, will receive the interest. Seller and Buyer agree that Earnest Money held in the Hertz Real Estate Services, Inc. Trust Account may be disbursed to a future-specified Closing Agent within 72 hours of scheduled Settlement date, or as directed by said closing agent, if necessitated.

6. BROKER'S FEE: Seller agrees to pay Hertz Real Estate Services, Inc., Broker, herein as follows: **fee as noted in listing agreement, which is a percentage** of the total contract sales price in cash at closing, payable in the Broker's principal office.

7. POSSESSION AND CLOSING: Settlement of closing shall be on or before April 10, 2024, or after objections to title have been cleared. Possession of the property shall be delivered on closing date in its present condition, ordinary wear and tear excepted. If closing is delayed at fault of Buyer, Buyer shall pay 8% interest on all unpaid amounts from April 18, 2024 to date of closing. Buyer will not pay interest under this provision if closing is delayed at the fault of the Seller.

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 **Shall Not** be surveyed. Cost to be divided as follows: Buyer N/A Seller N/A.

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 the real estate and included in this sale except: None
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.

N/A Seller warrants all mechanical and electrical equipment is in reasonable working condition at possession.

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 located at center of acreage. 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 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 Seller, or their Agent, 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(s) up to time of delivery of deed. Seller(s) 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, he/she will pay to the Broker the regular commission in full, and 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, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
 - 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 divided equally between Seller and Agent. Any payment to Agent under this section shall not exceed commission referred to in Paragraph 6 of this agreement.
 - C. 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 FUND 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 existing lease, and at closing Seller shall exhibit evidence satisfactory to Buyer of such termination. N/A will pay tenant for field expense incurred to N/A.
- 23. CONSERVATION PROGRAM CONTRACTS:** 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 gender neutral 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.
- 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 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 Seller, prior to closing, in order to affect a Like-Kind §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 are not any Addendum(s) attached as a part of this Agreement. Said Addendum(s) consist of N/A pages.

31. OTHER PROVISIONS:

- A. Buyer is responsible for Septic System requirements set by Marion County on acreage. A binding agreement with Marion County will be signed by Buyer as part of the purchase agreement.

ACCEPTED THIS _____ DAY OF _____, 2024.

BUYER(S):

Signature- _____ Date

Signature - _____ Date

SELLER(S): COE COLLEGE

Signature- Kayt Conrad, VP for Finance & Admin. _____ Date

Signature- _____ Date

CO-BROKER: N/A

BROKER: HERTZ REAL ESTATE SERVICES, INC.

BY: _____
Signature _____ Date

BY: _____
Signature _____ Date

DRAFT: Non-Executable

BUYER(S) INITIALS: _____, _____

SELLER(S) INITIALS: _____, _____



SELLER DISCLOSURE OF PROPERTY CONDITION (BASIC)

(To be delivered prior to buyer making Offer to Buy Real Estate)



Property Owner(s): Coe College, Trustee of the K. Raymond Clark Raquet Center Trust
Property Address 886 Nevada St. Knoxville, IA 50318

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: _____
- Roof:** Any known problems? Yes No Unknown Type _____ Unknown
Date of repairs/replacement _____ Unknown Describe: _____
- Well and pump:** Any known problems? Yes No Unknown Type of well (depth/diameter), age and date of repair: _____
Has the water been tested? Yes No Unknown
If yes, date of last report/results: _____
- Septic tanks/drain fields:** Any known problems? Yes No Unknown Location of tank _____ Unknown
Age _____ 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 _____
- Heating system(s):** Any known problems? Yes No Any known repairs/replacement? Yes No
Date of repairs _____
- Central Cooling system(s):** Any known problems? Yes No Any known repairs/replacement? Yes No
Date of repairs _____
- Plumbing system(s):** Any known problems? Yes No Any known repairs/replacement? Yes No
Date of repairs _____
- Electrical system(s):** Any known problems? Yes No Any known repairs/replacement? Yes No
Date of repairs _____
- Pest Infestation:** (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.)
Any known problems? Yes No Unknown Date of treatment _____
Previous Infestation/Structural Damage? Yes No Date of repairs _____
- Asbestos:** Is asbestos present in any form in the property? Yes No Unknown If yes, explain: _____
- Radon:** Any known tests for the presence of radon gas? Yes No If yes, test results? _____
Date of last report _____ If Buyer tests for Radon, Seller agrees to release testing results to Buyer Yes
- 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? _____ 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 me

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): _____

Seller has owned the property since 3/2023. 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.

Seller *Maryli* Seller Date 1/12/23

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 NAME:

Buyer Buyer Date

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

ADDRESS 886 Nevada St. Knoxville, IA 50138

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) – Please check the appropriate boxes below:

me (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.

me (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) Please check the appropriate boxes below:

_____ (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.

Seller Mayli _____ 1/12/23 _____
Date

Seller _____
Date

Purchaser _____
Date

Purchaser _____
Date



MOLD DISCLOSURE

Printed Name(s) of Seller(s): Coe College, Trustee of the K. Raymond Clark Raquet Center Trust

Printed Name(s) of Buyer(s): _____

Property Address: 886 Nevada St, Knoxville, IA 50318

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:
a. The property described herein has has not been previously tested for molds, fungi, mildew and similar organisms ("molds");

Note: If answer to a is "has not", then skip b and c and go to section #2
If answer to a is "has", then complete b and c.

- b. The molds found were were not identified as toxic molds;
- c. With regard to any molds that were found, measures were were not taken to remove those molds.

Buyers Initials
/____/ /____/

2. **MOLD INSPECTIONS.** Molds, fungi, mildew and similar organisms may exist in the Property of which Seller is unaware and has no actual knowledge. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Seller's agents nor Buyer's agent are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

3. **HOLD HARMLESS.**
Buyer makes the decision to purchase the Property independent of any representation of the Agents or Brokers involved in the transaction regarding mold. Accordingly, Buyer agrees to indemnify and hold _____ (print name of Brokers and Designated Agent(s)) harmless in the event any mold is present on the Property.

4. **RECEIPT OF COPY.** Seller and Buyer have read this Mold Disclosure and by their signatures hereon acknowledge receipt of a copy thereof.

5. **PROFESSIONAL ADVICE.** Seller and Buyer execute this Disclosure with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

Seller: *Mayla* Date: 11/10/2024

Seller: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____



IOWA DEPARTMENT of NATURAL RESOURCES
TIME of TRANSFER INSPECTION WAIVER
For BUILDING DEMOLITION
542-0063

The _____ County Board of Health and the buyer of the property referenced below enter into the following agreement:

It is understood that Iowa Code 455B.172(11) requires an inspection of the private sewage disposal system on all properties not specifically exempted in Iowa at the time of transfer.

The property located at _____, Iowa is subject to this inspection and the buyer, _____, shall not occupy the dwelling located on this property and shall demolish said dwelling by the _____ day of _____, 20 _____.

It is hereby agreed that the time of transfer inspection and upgrading of the private sewage disposal system serving this property will not be required as long as the dwelling is not occupied and is removed by the _____ day of _____, 20 _____.

Dated the _____ day of _____, 20 _____.

print X
sign X

BUYER

print X
sign X

COUNTY BOARD OF HEALTH or
AUTHORIZED REPRESENTATIVE

This instrument was acknowledged before me on _____, 20 _____
by _____

Notary Public



IOWA DEPARTMENT of NATURAL RESOURCES
TIME OF TRANSFER INSPECTION WAIVER
BINDING AGREEMENT for FUTURE INSTALLATION
542-0064

This agreement is entered into this _____ day of _____, 20____ by and
between the _____ County Board of Health and _____

It is understood that Iowa Code 455B.172(11) requires an inspection of the private sewage disposal
system on all properties not specifically exempted in Iowa at the time of transfer.

The property located at _____, Iowa is subject to the inspection,
and the buyer _____ understands there is not an adequate private
sewage disposal system serving this property.

It is hereby agreed that the time of transfer inspection will not be required and the buyer agrees that a
code compliant private sewage disposal system or connection to a public sewer shall be installed to serve
the property and shall be completed no later than _____ day of _____, 20____

Dated the _____ day of _____, 20____.
print X _____ *print X* _____
sign X _____ *sign X* _____
BUYER COUNTY BOARD OF HEALTH or
AUTHORIZED REPRESENTATIVE

This instrument was acknowledged before me on _____, 20____
by _____

Notary Public