



SELLER DISCLOSURE OF PROPERTY CONDITION (BASIC-SCRIBE)



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

Property Address: 303 5th St. N.E., BELMONT, IOWA 50421

Property Owner (Seller – please print per title): JOANN K. DORR

Purpose of Disclosure: Completion of this form is required under Iowa law which mandates Seller disclose condition and information about the property, unless the 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 "NA" (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 dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer of real estate in which the fiduciary is a living natural person and was an occupant in possession of the real estate at any time within the twelve consecutive months immediately preceding the date of transfer; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings. Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply.

☐ 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 the representations of Agent. **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 ☐ Date tank last cleaned _____ 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 _____

Buyer initials _____

Seller initials JD

10. **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 _____
11. **Asbestos:** Is asbestos present in any form in the property? Yes ☐ No ☒ Unknown ☐ If yes, explain: _____
12. **Radon:** Any known tests for the presence of radon gas? Yes ☐ No ☒ If yes, test results? _____ Date of last report _____ Seller Agrees to release any testing results. **If not**, Check here ☐
13. **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? _____
14. **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 ☐
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? RES.
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: _____
- You MUST explain any "Yes" responses above (Attach additional sheets if Necessary):**
- _____
- _____
- _____

Seller has owned the property since 1961 (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably 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 Public Health.

Seller *John L. Lane* Seller _____ Date 11-14-22

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 _____ Buyer _____ Date _____

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

Address: _____

3035th St. N.E., Belmond, Ia. 50421

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)

JD (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).

JD ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(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 paint 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 ACKNOWLEDGEMENT (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*.

_____ (e) Purchaser has (check one below):

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/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 ACKNOWLEDGEMENT (initial)

PW (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.

CERTIFICATE OF ACCURACY

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

Seller Jo Ann K. Lane Date 11-14-22 Purchaser _____ Date _____

Seller _____ Date _____ Purchaser _____ Date _____

Seller's Agent Pamela Wonsmos Date 11-14-22 Purchaser's Agent _____ Date _____



AGENCY/POLICY DISCLOSURE AND ACKNOWLEDGEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION
(Should be presented at earliest possible convenience - must be signed by Seller or Buyer prior to making or reviewing an Offer)



When you enter into a discussion with a Brokerage (and their affiliated real estate licensees) regarding a real estate transaction, you should understand how the Brokerage is representing each party in the transaction. More importantly, you should understand how that agency relationship impacts on your relationship with the licensee. **The term "Broker" or "Brokerage" shall hereinafter refer to:** (Brokerage/firm) PropertyLink Real Estate, **and Brokerage's affiliated licensees (brokers and salespersons).** **The term "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor.** **The term "Buyer" shall hereinafter refer to buyer, tenant or optionee.** **A "Client" is a party to a transaction who has an agency agreement with a broker for brokerage services.** **A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.**

A. TYPES OF AGENCY REPRESENTATION AND THE POLICY BROKERAGE MAY ELECT UNDER EACH.

Prior to Buyer or Owner giving confidential information they should understand a variety of representation options exist in real estate transactions. Below is a list of representation options available and the policy Brokerage may elect in regard to each. Brokerage will provide a separate Agreement establishing which agency relationship is offered to Buyer or Owner.

Brokerage has "checked" the appropriate box(es) for the policy that applies to Brokerage:

☒ **1. SINGLE SELLER AGENCY.** **Single Seller Agency** exists when Brokerage and Owner enter into a real estate "Exclusive Listing Agreement" and the property is sold to a "Customer" or by a different real estate company. Brokerage and Broker's affiliated licensees' policy is to represent the Owner as a "Client" in this case. **In Single Seller Agency, Broker does not also represent the Buyer in the transaction.**

☐ **2. SINGLE BUYER AGENCY.** **Single Buyer Agency** exists when Brokerage and Buyer enter into a "Buyer Agency Agreement" and Brokerage or an affiliated licensee assist Buyer in writing an offer to purchase property and the property is listed with a different real estate company or offered by owner. Brokerage and Broker's affiliated licensees' policy is to represent Buyer as a "Client" in this case. In this type of agency representation Broker may receive compensation for the transaction from the listing real estate company pursuant to a cooperation agreement between the two companies.

In Single Buyer Agency, Broker does not also represent the Owner in the transaction.

☐ **3. APPOINTED AGENCY.**

- Appointed Seller Agency** exists when Brokerage appoints an affiliated licensee, the listing agent, to act on Owner's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- Appointed Buyer Agency** exists when Brokerage appoints an affiliated licensee, the selling agent, to act on Buyer's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- In the event an Appointed Licensee personally represents both Owner and Buyer in the same transaction, that Appointed Agency is considered to be a Consensual Dual Agency (see 4. below).**

☒ **4. CONSENSUAL DUAL AGENCY.**

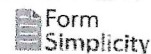
- When Brokerage (or an Appointed Seller or Buyer Agent, as defined in 3a. and 3b. above) both lists and sells the property, it is the policy of Brokerage and Brokerage's affiliated salespersons to represent both Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
- When Brokerage and Buyer enter into a "Buyer Agency Agreement", whether exclusive or non-exclusive, and Brokerage or an affiliated salesperson assist Buyer in writing an offer to purchase property and the property is also listed with Brokerage, it is the policy of Brokerage to represent both the Owner and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Owner and Buyer, as well as procedures to be followed.
- Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice. **Buyer and Owner are not required to consent to dual agency.**

☐ **5. SELF REPRESENTATION.** If not already in a written Agency Relationship with a brokerage, a person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Owner elect to represent themselves in a transaction, it is the policy of Brokerage to treat that Buyer or Owner as a "Customer" and not as a "Client". "Clients" are responsible for commission which may be owed as to the terms and conditions of previously agreed contracts. If representing themselves, a Self Representation Agency Confirmation and Acknowledgement shall be completed

Sections "B." through "E.", continued on page 2.

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B. COOPERATIVE BROKERAGE ARRANGEMENTS. Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this transaction Brokerage may offer compensation to other Brokerages of up to (\$_____) or (_____% percent of gross sale price) or (____3% percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.

C. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.

In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Brokerage and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Provide brokerage services to all parties to the transaction honestly and in good faith.
2. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
3. Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
 - a. Material adverse facts known by the party.
 - b. Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - c. Material adverse facts the disclosure of which is prohibited by law.
 - d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
4. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

D. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Keep their client(s) confidential information confidential unless they have written permission to reveal.
5. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE:** ☐ Broker/☐ Licensee (check applicable) has a **financial interest in or an affiliate relationship with the following companies or business entities:**

E. DESCRIPTION OF BROKER'S SERVICES.

Broker may do the following for Sellers and Buyers: (1) Assist Buyer with financing qualification guidelines; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property that are known to Broker; (5) Disclose financial qualifications of the Buyer to the Owner; (6) Explain real estate terms and procedures; (7) Explain to Owner and Buyer the benefits of having the property inspected; (8) Explain closing costs and procedures; (9) Help the Owner and Buyer compare financing alternatives; (10) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (11) Assist with all standard forms, including those that include the necessary protection and disclosures for the Owner and Buyer; and, (12) Work diligently to facilitate the sale and closing. (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license.

NOTE: Broker neither offers subagency to, nor accepts subagency from, other brokerage companies.

F. GUIDELINES FOR OWNER AND BUYER.

If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Owner would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

ACKNOWLEDGEMENT

The undersigned have read this disclosure and understand the type of representation which may be provided by Broker. The undersigned acknowledge receipt of a copy of this agency disclosure. **This is not a contract; rather it is intended to be only a disclosure notice.**

If you do not understand this document, seek the advice of the legal counsel of your choice, before signing.

X JO ANN K. DORR

Print name of Owner/Seller

Print name of prospective Buyer

X [Signature]

Signature of Owner/Seller

X 11-14-22
Date

Signature of prospective Buyer

Date

Print name of Owner/Seller

Print name of prospective Buyer

Signature of Owner/Seller

Date

[Signature]

For Seller's or Dual Agent Brokerage

Signature of prospective Buyer

Date

For Buyers Brokerage