

Brag List

Property Address: 700 Kitterman Cir Norwalk IA 50211

List Date:

Brag List:

New Vinyl in Kitchen

New stainless steel appliances

Agent Instructions:

Plan of Sale:

RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT

Property address: 700 Kitterman Cir Norwalk IA 50211

PURPOSE:

Use this statement to disclose information as required by Iowa Code chapter 558A. This law requires certain sellers of residential property that includes at least one and no more than four dwelling units to disclose information about the property to be sold. The following disclosures are made by the seller(s) and not by any agent acting on behalf of the seller(s).

INSTRUCTIONS TO SELLER(S):

1. Seller(s) must complete this statement. Respond to all questions, or attach reports allowed by Iowa Code section 558A.4(2);
2. Disclose all known conditions materially affecting this property;
3. If an item does not apply to this property, indicate that it is not applicable (N/A);
4. Please provide information in good faith and make a reasonable effort to ascertain the required information. If the required information is **unknown** or is **unavailable** following a reasonable effort, use an **approximation** of the information, or indicate that the information is **unknown (UNK)**. All **approximations** must be identified as **approximations (AP)**;
5. Additional pages may be attached as needed;
6. Keep a copy of this statement with your other important papers.

1. Basement/Foundation: Any known water or other problems? Yes [] No [x] Unknown []
 If yes, please explain: _____

2. Roof: Any known problems? Yes [] No [x] Unknown []
 Any known repairs Yes [] No [x]
 If yes, date of repairs/replacement: _____

3. Well and Pump: Any known problems? Yes [] No [] N/A [x]
 Any known repairs? Yes [] No []
 If yes, date of repairs/replacement: _____
 Any known water tests? Yes [] No []
 If yes, date of last report: _____
 and results: _____

4. Septic Tanks/Drain Fields: Any known problems? Yes [] No [] N/A [x]
 Location of tank: _____
 Date tank last cleaned: _____

5. Sewer System: Any known problems? Yes [] No [x] Unknown []
 Any known repairs? Yes [] No [x]
 If yes, date of repairs/replacement: _____

6. Heating System(s): Any known problems? Yes [] No [x] Unknown []
 Any known repairs? Yes [] No [x]
 If yes, date of repairs/replacement: _____

7. Central Cooling System(s): Any known problems? Yes [] No [x] Unknown []
Any known repairs? Yes [] No [x]
If yes, date of repairs/replacement:

8. Plumbing System(s): Any known problems? Yes [] No [x] Unknown []
Any known repairs? Yes [] No [x]
If yes, date of repairs/replacement:_____

9. Electrical System(s): Any known problems? Yes [] No [x] Unknown []
Any known repairs? Yes [] No [x]
If yes, date of repairs/replacement:_____

10. Pest Infestation (e.g., termites, carpenter ants): Any known problems? Yes [] No [x] Unknown []
If yes, date(s) of treatment:_____

Any known structural damage? Yes [] No [x]
If yes, date(s) of repairs/replacement:_____

11. Asbestos: Any known to be present in the structure? Yes [] No [] Unknown [X]
If yes, explain:_____

12. Radon: Any known tests for the presence of radon gas? Yes [] No [] Unknown [X]
If yes, date of last report:_____

and results: _____

13. Lead-Based Paint: Any known to be present in the structure? Yes [] No [] Unknown [X]

14. Flood Plain: Do you know if the property is located in a flood plain? Yes [] No [x] Unknown []
If yes, what is the flood plain designation? _____

15. Zoning: Do you know the zoning classification of the property? Yes [] No [x] Unknown []
If yes, what is the zoning classification?
Buyer should investigate zoning independently_____

16. Covenants: Is the property subject to restrictive covenants? Yes [] No [] Unknown [x]
If yes, attach a copy or state where a true, current copy of the covenants can be obtained.

17. Shared or Co-Owned Features: Any 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 [x]

Any known “common areas” such as pools, tennis courts, walkways, or other areas co-owned with others, or a Homeowner’s Association which has any authority over the property? Yes [] No [] Unknown [x]

18. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes [] No [x] Unknown []

19. Structural Damage: Any known structural damage? Yes [] No [x] Unknown []

Other Info _____

***The Simplisafe and its components, if present, are the seller's property and will be removed.

SELLER(S) DISCLOSURE:

Seller(s) discloses the information regarding this property based on information known or reasonably available to the Seller(s).

The Seller(s) has owned the property since 11/09/2017. The Seller(s) certifies that as of the date signed this information is true and accurate to the best of my/our knowledge.

Seller(s) acknowledge(s) requirement that Buyer(s) be provided with the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health.

DocuSigned by:
Seller Todd O. Green
On Behalf of Edgar Property Investment, LLC
Date 3/17/2018

Seller _____
Date _____

BUYER(S) ACKNOWLEDGMENT:

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

Buyer(s) acknowledge(s) receipt of the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health.

Buyer _____
Date _____

Buyer _____
Date _____

SUPPLEMENTAL ADDENDUM TO REAL PROPERTY PURCHASE AGREEMENT

This Addendum is attached to and a part of a real property purchase agreement entered into on _____, 20____ concerning real property commonly known as 700 Kitterman Cir Norwalk IA 50211. The Buyer and Seller of said property agree that the terms of the below addendum supersede all previous contract terms.

1. UTILITY & LOCKBOX ACCESS:

- a. APPLICATION FOR UTILITIES: Purchaser agrees to have all utilities transferred into Purchaser’s name as of the date of closing, or possession, whichever is earlier, and provide verification of such transfer at closing.
- b. UTILITY COMPANY ACCESS: Buyer agrees to allow access to the property via the key inside the seller’s lockbox for representatives from the utility companies for the purpose of reading the meter and/or turning off the service if application for utilities have not been processed by buyer.
- c. LOCKBOX AND YARD SIGN(s): Buyer agrees to allow seller’s lockbox and seller’s yard sign(s) to remain on the property until the utilities have been changed to their responsibility. Seller agrees to remove lockbox and yard sign(s) within 24 hours of utility change over.
- d. HOLD HARMLESS: Buyer agrees to hold the seller’s, their employees and their agents harmless for any damage that may occur if utilities are disconnected after the closing date.

2. BASIC TITLE COVERAGE: Seller agrees to pay for ½ of “Basic” title coverage if title coverage is applicable to the transaction. The cost to increase coverage to “Expanded” coverage shall be the responsibility of the Buyer.

3. RADON MITIGATION EXPENSE: If radon testing is requested and mitigation is required, the cost of mitigation shall be split equally between Buyer and Seller with Seller’s portion not to exceed 50% of total cost.

4. INSPECTION PERIOD: Property to remain on the market in “Active” status through inspection resolution deadline for backup offers only. Upon release of inspection contingency, listing status will be changed to “Pending/Under Contract”.

5. ARBITRATION: Buyer and Seller agree that any contract disputes occurring after the closing of the sale shall be handled with judicial action in the District Court of the county that the sale occurred.

6. ELECTRONIC TRANSACTION AUTHORIZATION: The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgment by Purchaser, Seller, and/or Broker/Agent, relating to the real estate transaction contemplated under this Agreement, including offers, counteroffers, and acceptances (i) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-Sign requirements, and (ii) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (iii) that they will submit all original signatures if required by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

7. All dates in the Purchase Agreement will be construed as time is of the essence.

8. OTHER TERMS:

- a. Title Company: Property Escrow and Title/Abstract services to be provided by _____.
- b.
- c.
- d.

Buyer(s): _____
By: _____

DocuSigned by:
 Seller: Edgar Property Investment, LLC
 By: *Todd A. Green*
 08FD50FFFFA5477.on behalf of Edgar Property Investment, LLC