



SELLER DISCLOSURE OF PROPERTY CONDITION
(To be delivered prior to buyer making Offer to Buy Real Estate)



1 **Property Owner(s) & Address:** 315 Benton Ave. East, Albia, IA 52531
2

3 **Purpose of Disclosure:** Completion of Section I this form is required under Chapter 558A of the Iowa code which
4 mandates the Seller(s) disclose condition and information about the property, unless exempt:
5

6 **Exempt Properties:** Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property
7 containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed
8 properties; transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
9 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
10 possession of the real estate at any time within the twelve consecutive months immediately preceding the date of transfer; between
11 joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing
12 spouses; commercial or agricultural property which has no dwellings. Seller(s) certifies that the property is exempt from the
13 requirement(s) of Iowa Code 558A because one of the above exemptions apply.
14 **If claiming an exemption, sign here and stop.**

15
16 Stacy W. Smith P.R. EXEC.
17
18 Seller _____ Date 1-28-2026 Seller _____ Date _____
19
20
21 Buyer _____ Date _____ Buyer _____ Date _____
22
23

24 **Instructions to the Seller:** (1) Complete this form yourself. (2) Report known conditions materially affecting the property
25 and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort
26 to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to
27 your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts,
28 write or check UNKNOWN. (7) Keep a copy of this statement.
29

30 **Seller's Disclosure Statement:** Seller discloses the following information regarding the property and certifies this
31 information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide
32 a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as
33 otherwise provided by law.
34

35 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
36 any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not
37 by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property**
38 **except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**
39

40 Seller Initials _____ Buyer Initials _____
41

42 **I. Property Conditions, Improvements and Additional Information (Section I is Mandatory)**
43

EACH AND EVERY LINE MUST BE ADDRESSED AND MARKED

- 44
45
46 1. **Basement/Foundation:** Has there been known water or other problems?..... Yes No Unknown
47 If yes, please explain: _____
48
49 2. **Roof:** Any known problems? ... Yes No Unknown
50 Roof Type _____
51 Date of repairs/replacement (If any) _____
52 Describe: _____

- 53 3. **Well and Pump:** Any known problems?..... Yes No Unknown
54 Type of well (depth/diameter), age and date of repair: _____
55 Has the water been tested?..... Yes No Unknown
56 If yes, date of last report/results: _____
57
- 58 4. **Septic Tanks/Drain Fields:** Any known problems? Yes No Unknown
59 Location of tank _____ Age _____ Unknown
60 Has the system been pumped and inspected within the last 2 years? Yes No Unknown
61 Date of inspection _____ Date tank last cleaned/pumped _____ N/A Unknown
62
- 63 5. **Sewer:** Any known problems? Yes No Unknown
64 Any known repairs/replacement?..... Yes No Unknown
65 Date of repairs _____
66
- 67 6. **Heating System(s):** Any known problems? Yes No Unknown
68 Any known repairs/replacement? Yes No Unknown
69 Date of repairs _____
70
- 71 7. **Central Cooling System(s):** Any known problems?..... Yes No Unknown
72 Any known repairs/replacement?..... Yes No Unknown
73 Date of repairs _____
74
- 75 8. **Plumbing System(s):** Any known problems?..... Yes No Unknown
76 Any known repairs/replacement? Yes No Unknown
77 Date of repairs _____
78
- 79 9. **Electrical System(s):** Any known problems?..... Yes No Unknown
80 Any known repairs/replacement? Yes No Unknown
81 Date of repairs _____
82
- 83 10. **Pest Infestation:** (wood-destroying insects, bath, snakes, rodents, destructive/troublesome animals, etc.)
84 Any known problems?..... Yes No Unknown
85 Date of treatment _____
86 Previous Infestation/Structural Damage?..... Yes No Unknown
87 Date of repairs _____
88
- 89 11. **Asbestos:** Is asbestos present in any form in the property? Yes No Unknown
90 If yes, explain: _____
91
- 92 12. **Radon:** Any known tests for the presence of radon gas? Yes No Unknown
93 If yes, test results? _____ pCi/L Date of last report _____
94
- 95 13. **Lead Based Paint:** Known to be present in the property Yes No Unknown
96 Has the property been tested for the presence of lead-based paint? Yes No Unknown
97 **Provide lead-based paint disclosure.**
98
- 99 14. Are there currently, or have there ever been, any lead water service lines present? Yes No Unknown
100 If yes, please provide more information. _____
101 _____

- 102 15. Any known encroachments, easements, "common areas" (facilities like pools, tennis courts, walkways or other areas
 103 co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority
 104 over the property?Yes No Unknown
 105
 106 16. Features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and
 107 driveways whose use or maintenance responsibility way have an effect on the property?.....Yes No Unknown
 108
 109 17. **Structural Damage:** Any known structural damage?.....Yes No Unknown
 110
 111 18. **Physical Problems:** Any known settling, flooding, drainage or grading problems?.....Yes No Unknown
 112
 113 19. Is the property located in a flood plain?Yes No Unknown
 114 If yes, flood plain designation: _____
 115
 116 20. Do you know the zoning classification of this property?Yes No Unknown
 117 If Yes, what is the zoning? _____
 118
 119 21. **Covenants:** Is the property subject to restrictive covenants?Yes No Unknown
 120 If yes, attach a copy OR state where a true, current copy of the covenants can be obtained: On file at County Recorder's
 121 office or: _____
 122 **You MUST explain any "Yes" responses above (Attach additional sheets if necessary):** _____
 123 _____
 124

125 **Seller Initials** _____ **Buyer Initials** _____

127 **II. Appliances/Systems/Services (Section II is for the convenience of Buyer/Seller and is not mandatory)**

128 **Notice.** Items marked "included" are intended to remain with the property after sale. However, included items may be
 129 negotiable between **Buyer and Seller**, and requested items should be in writing as either **included or excluded** in any
 130 **Offer to Buy/Purchase Agreement.** The Offer to Buy/Purchase Agreement shall be the final terms of any agreement.
 131

	Included	Working?			Included	Working?		
		Yes	No	N/A		Yes	No	N/A
134 Range/Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
135 Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar Heating System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
136 Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Heater/Liner/Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
137 Hood/Fan Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
138 TV Receiving Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
139 Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Carbon Monoxide Detector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
140 Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Water System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
141 Central AC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Sewer System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
142 Window AC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
143 Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Heating System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
144 Gas Grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
145 Attic Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
146 Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace/Chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
147 Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood Burning System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
148 Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
149 Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
150 Water Softener/Conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sauna/Hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
151 LP Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Locks and Keys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152 LP Keys & Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153 Swing Set	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154 Basketball Hoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storage Shed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
155 Garage Door Opener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Underground "Pet Fence"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
156 Boat Hoist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pet Collars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157 Boat Dock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ # of remotes	_____ # of collars		

158 Exceptions/Explanations for "NO" responses above: _____
159 _____
160 _____
161 _____
162 _____
163 _____

164 **ALL HOUSEHOLD APPLIANCES ARE NOT UNDER WARRANTY BEYOND DATE OF CLOSING.**
165 **Warranties may be available for purchase from independent warranty companies.**

166
167 Seller Initials _____ Buyer Initials _____
168 _____

169
170 **III. Additional Non-Mandatory Requested Items:** Are you as the Seller aware of any of the following:
171

172 1. Any significant structural modification or alteration to property?.....Yes No Unknown

173 Please explain: _____

174 2. Has there been a property/casualty loss over \$5,000, an insurance claim over \$5,000, OR major damage to the
175 property from fire, wind, hail, flood(s) or other conditions?..... Yes No Unknown

176 If yes, has the damage been repaired/replaced?.....Yes No

177 3. Are there any known current, preliminary, proposed or future assessments by any governing body or owner's
178 association of which you have knowledge?.....Yes No Unknown

179 4. **Mold:** Does property contain toxic mold that adversely affects the property or occupants?Yes No Unknown

180 5. **Private Burial Grounds:** Does property contain any private burial ground?Yes No Unknown

181 6. Neighborhood or Stigmatizing conditions or problems affecting this property?Yes No Unknown

182 7. **Energy Efficiency Testing:** Has the property been tested for energy efficiency?.....Yes No Unknown

183 If yes, what were the test results? _____

184 8. **Attic Insulation:** Type _____ Unknown Amount _____ Unknown

185 9. Are you aware of any area environmental concerns?.....Yes No Unknown

186 If yes, please explain: _____
187 _____

188 10. Are you related to the listing agent? Yes No If yes, how? _____

189 11. Where survey of property may be found: _____

190 12. **Wind Farms:** Is the subject property encumbered by certain Wind Energy rights?.....Yes No

191 If yes, rights by: Lease , Easement , Other Define Other: _____

192 Wind Farm Company, Owner: _____

193 13. **Repairs:** Any repair(s) to property not so noted: (Date of repairs, Name of repair company if utilized.)

194 (Note: Repairs are not normal maintenance items) (Attach additional sheets, if necessary)

195 _____

196 _____

197 If the answer to any item is yes, please explain. Attach additional sheets, if necessary: _____
198 _____
199 _____
200 _____
201 _____
202 _____
203 _____

204 **IV. Radon Fact Sheet & Form Acknowledgement**

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

207
208
209 Seller _____ Seller _____ Date _____
210

211
212 Seller has owned the property since _____ (date). Seller has indicated above the history and condition of
213 all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the
214 structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will
215 immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not
216 directly made by Broker or Broker's affiliated licensees (brokers and salespersons). Seller hereby acknowledges Seller has
217 retained a copy of this statement.

218
219
220 **Buyer hereby acknowledges receipt of "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa**
221 **Department of Public Health, and a copy of this statement. This statement is not intended to be a warranty or to**
222 **substitute for any inspection the buyer(s) may wish to obtain.**

223
224
225
226 Buyer _____ Buyer _____ Date _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint HazardsAddress: 315 Benton Ave. East, Albia, IA 52531**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

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:
-
- (ii) SWJ 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 (initial (i) or (ii) below):
- (i) 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:
-
- (ii) SWJ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

- (c) Purchaser has (initial (i) or (ii) below):
- (i) received copies of all records and reports pertaining to lead-based paint and/ or lead-based paint hazards in the housing listed above.
- (ii) not received any records and reports regarding lead-based paint and/ or lead-based paint hazards in the housing.
- (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).
- (e) Purchaser has (initial (i) or (ii) below):
- (i) 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

(ii) _____ 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 or enter N/A if not applicable)

(f) WKP Seller's 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.

(g) _____ Purchaser's 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.¹

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.

<u>Anthony M. Smith</u>	<u>1-28-2026</u>		
Seller	Date	Purchaser	Date
<hr/>			
<u>Wanda Fabiano</u>	<u>1-28-2026</u>		
Seller's Agent	Date	Purchaser's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.



BUYER'S INSPECTION ADVISORY

Property Address: 315 Benton Ave East, Allamona 52531 ("Property").

- A. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokerage/Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
- B. **BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement may give you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is a way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You may have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you may have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.
- C. **SELLER RIGHTS AND DUTIES:** Seller is required to disclose to you required information under the Iowa Code. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or inspectors during escrow. The purchase agreement may obligate Seller to make the Property available to you for investigations or inspections.
- D. **BROKERAGE OBLIGATIONS:** Real estate licensees must disclose Material Adverse Facts that may affect the value, structural integrity or present a significant health risk to the purchasers of Property. Real estate licensees may not have expertise in any areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERAGE/BROKERS.**
- E. **YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**
 1. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are suited to determine possible design or constructions defects, and whether improvements are structurally sound.)
 2. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokerage/Brokers. Fences, hedges, walls retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are suited to determine square footage, dimensions and boundaries of the Property.)
 3. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items often times may be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is suited to perform these inspections.
 4. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are suited to determine such conditions, causes and remedies.)
 5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are suited to determine these conditions.)

Buyer's Initials () () Seller's Initials (JLJ) ()

Property Address: 315 Benton Ave East Allamakee Ia 52531 ("Property").

- 6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are suited to determine these conditions.)
- 7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- 8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water adequacy, condition, and performance of well systems and components.
- 9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional.)
- 10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is suited to provide information on these conditions.)
- 11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including removal of loan and inspection contingencies. (An insurance agent is suited to provide information on these conditions.)
- 12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
- 13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
- 14. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
- 15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise, or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional materials; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of the Advisory. Buyer is encouraged to read it carefully.

Buyer Signature _____ Date _____
Allyson W. Smith PR. EXEC.
 Seller Signature _____ Date 1-28-2026

Buyer Signature _____ Date _____
 Seller Signature _____ Date _____

