

RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT



This form is approved by the Iowa City Area Association of REALTORS®

Address of Property:

202 E Grinnell Street, Gibson, IA 50104

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 (1) but no more than four (4) 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 on behalf of the seller(s).

Instructions to Seller(s): (1) Seller(s) must complete this statement. Complete all questions, or attach reports allowed by Iowa Code Section 558.A.4; (2) Disclose all known conditions materially affecting this property; (3) If an item does not apply to this property, check the "N/A" box as not applicable; (4) You must 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 and indicate by using "AP", or if the information is unknown indicate by checking the "UNK" box. (5) Additional pages may be attached to this form as needed; (6) Keep a copy of this statement with your other important papers.

| 1 0 | 2 2 2 | | | | |
|-------------------|---|----------|-------|--------|--------------------|
| 1 | Basement/Foundation: Any known water or other problems? | □ Vaa | Ma | □ N/A | UNK |
| 1. | | Yes | No No | ∐ N/A | LUNK |
| | If yes, explain: | | | | |
| | Dates of repairs and/or replacement: | - | | | |
| 2. | Roof: Any known problems? | Yes | No | □ N/A | UNK |
| | Any known repairs? | X Yes | ☐ No | N/A | UNK |
| | If yes to either, explain: | | | | |
| | Dates of repairs and/or replacement: July 2020 | | | | |
| and the second of | V | | | | |
| 3. | Well and Pump: Any known problems? | Yes | ☐ No | N/A | UNK |
| | Any known repairs? | Yes | ☐ No | X, N/A | UNK |
| | If yes to either, explain: | _ | | | |
| | Dates of repairs and/or replacement: | | | A | |
| | Any known water tests? | Yes Yes | ☐ No | X N/A | UNK |
| | If yes, date of last report: | _ | | | |
| | Results of last report: | | | | |
| 4. | Septic Tanks / Drainage Fields: Any known problems? | Yes | No No | N/A | UNK |
| | If yes, explain: | | , | | |
| | Date of repairs and/or replacement: | | | | |
| | Location of septic tank: South Ot Would | | | | |
| | Date tank was last cleaned/pumped: May 1075 | | | | |
| | | | MAN | □ NT/A | UNK |
| 5. | Sewer System: Any known problems? | ☐ Yes | - | □ N/A | UNK |
| | Any known repairs? | ∐ Yes | ∆ No | N/A | UNK |
| | If yes to either, explain: | _ | | | |
| | Date of repairs and/or replacement: | _ | | | |
| 6. | Heating System(s): Any known problems? | Yes | No | N/A | UNK |
| | Any known repairs? | Yes | ☐ No | N/A | UNK |
| | If yes to either, explain: | | | | |
| | Dates of repairs and/or replacement: January 2025 | | | | |
| page | 1 of 3 Seller Initials MRF Seller Initials KWF Buyer Initials Buyer | Initials | | revise | ed 2/17/ 2021 |
| | al#: 064488-800175-3840887 ared by: Cassie O'Rourke Grimm Company Real Estate cassie@grimmrealestate.com | | | | Form Simplicity |

| 7. | Central Cooling System(s): Any known problems? | Yes | No No | □ N/A □ UNK |
|------|---|------------|-------|--------------------|
| | Any known repairs? | Yes Yes | ☐ No | □ N/A □ UNK |
| | If yes to either, explain: Replaced | | | |
| | Dates of repair and/or replacement: TINUAN 7075 | | | |
| 8. | Plumbing System(s): Any known problems? | Yes | No | □ N/A □ UNK |
| | Any known repairs? | Yes | No No | □ N/A □ UNK |
| | If yes to either, explain: | | | |
| | Dates of repairs and/or replacement: | | | |
| 9. | Electrical System(s): Any known problems? | | No | □ N/A □ UNK |
| | Any known repairs? | Yes | No | □ N/A □ UNK |
| | If yes to either, explain: | | | |
| | Dates of repairs and/or replacement: | | | |
| 10. | Pest Infestation (e.g., termites, carpenter ants): Any known problems? | Yes | No No | □ N/A □ UNK |
| | If yes, date(s) of treatment(s): | | | |
| | Any known structural damage? | Yes | No No | □ N/A □ UNK |
| | If yes, explain: | p | | |
| | Dates of repairs and/or replacements: | u. | | |
| 11. | Asbestos: Any known to be present in the structure? | Yes | No No | □ N/A □ UNK |
| | If yes, explain: | • | | |
| | | æ | | |
| 12. | Radon: Any known tests for the presence of radon gas? | Yes | No | □ N/A □ UNK |
| | If yes, date of last report: | 5 3 | | |
| | Results of last report: | *8 | | |
| | | 0 | | |
| 13. | Lead-Based Paint: Any known to be present in the structure? | Yes | No | □ N/A □ UNK |
| | Was the dwelling constructed prior to January 1, 1978? | Yes | ☐ No | □ N/A □ UNK |
| | If yes, complete the "Disclosure of Information and Acknowledgement re: Lead- Based Paint and/or Lead-Based Paint Hazards" | | | |
| 14. | Flood Plain: Do you know if the property is located in a flood plain? | Yes | □No | N/A UNK |
| | If yes, what is the flood plain designation? | | | |
| | | • | | |
| 15. | Zoning: Do you know the zoning classification of the property? | Yes | ☐ No | N/A UNK |
| | If yes, what is the zoning classification? | | | |
| | | - | | |
| 16. | Covenants: Is the property subject to restrictive covenants? | Yes | No | □ N/A □ UNK |
| 10. | If yes, attach a copy or state where a true current copy of the covenants can be obtained: | - | Time | |
| | | - | | |
| | | | | |
| | | _ | | |
| page | 2 of 3 Seller Initials MRF Seller Initials KWF Buyer Initials Buyer I | nitials | | revised 2/17/ 2021 |
| | ##: 064488-800175-3840887 | | | Form |

Prepared by: Cassie O'Rourke | Grimm Company Real Estate | cassie@grimmrealestate.com |

Form Simplicity

| Any known "common areas" such as pools, termis courts, walkways or other areas co-owned with others, or a Homeowners' Association which has any authority over the property? Tyes, explain: | 17 | 7. Shared or Co-Owned Features: Are features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads, and driveways whose use and/or maintenance responsibility may have an effect on the property? | Yes | ☐ No | □ N/A | UNK |
|---|---|--|---|--------------------------------------|------------------------------------|--|
| If yes, explain: | | co-owned with others, or a Homeowners' Association which has any authority over | ☐ Yes | No No | □ N/A | UNK |
| 19. Structural Dumage: Any known structural damage? Yes No N/A UNK | | | - | 7 | | |
| 19. Structural Dumage: Any known structural damage? Yes No N/A UNK | | towner ter sepine continge line | -0 - | | | |
| 19. Structural Damage: Any known structural damage? 19. Structural Damage: Any known Ash trees located on the property? 19. Structural Damage: Any known Ash trees located on the property? 20. Emerald Ash Borer: Any known Ash trees located on the property? 21. Date of any treatment(s): | 18 | | Yes | ☐ No | □ N/A | UNK |
| If yes, explain: | | | - | | | |
| 20. Emerald Ash Borer: Any known Ash trees located on the property? The Emerald Ash Borer has been confirmed within 15 miles of the property: Date of any treatment(s): More information can be found at https://www.iowadnr.gov/Conservation/Forestry/Forest-Health/Emerald-Ash-Borer Any additional information: Please use additional sheets as necessary. SELLER(S) DISCLOSURE STATEMENT IS NOT REQUIRED IN THE FOLLOWING INSTANCES: (1) Property contains no dwelling units or more than four dwelling units; (2) The transfer is made pursuant to court order; (3) The transfer is by mortgagor or mortgagee incident to a foreclosure or deed in lieu of foreclosure, or is incident to contract forefiture; (4) A transfer between joint tenants or tenants in common; (6) A transfer to a spouse or a lineal descendent of the transferor; (7) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to or from a governmental body; (9) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to or from a governmental body; (9) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to or from a governmental body; (9) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to or from a governmental body; (9) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to a fine and severnmental body; (9) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to a fine and severnmental body; (9) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to a fine and severnmental body; (9) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to or from a governmental body; (9) A transfer betwee | 19 | 9. Structural Damage: Any known structural damage? | Yes | No | □ N/A | UNK |
| The Emerald Ash Borer has been confirmed within 15 miles of the property: | | If yes, explain: | - | | | |
| Date of any treatment(s): More information can be found at https://www.iowadnr.gov/Conservation/Forestry/Forest-Health/Emerald-Ash-Borer Any additional information: SELLER(s) DISCLOSURE STATEMENT IS NOT REQUIRED IN THE FOLLOWING INSTANCES: (1) Property contains no dwelling units or more than four dwelling units; (2) The transfer is made pursuant to court order; (3) The transfer is by mortgager or mortgagee incident to a foreclosure or deed in lieu of foreclosure, or is incident to contract forfeiture; (4) At transfer form an estate, conservatorship, or trust; (5) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to or from a governmental body; (9) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to or from a governmental body; (9) A transfer by quit claim deed; (10) A transfer by a power of attorney. 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 | 20 | | | | | UNK |
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| date signed, this information is true and accurate to the best of my/our knowledge. Seller(s) acknowledge(s) the requirement that Buyer(s) be provided with the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health. Seller | | α_{ij} | | | | |
| BUYER(s) ACKNOWLEDGEMENT: 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) wish to obtain. Buyer(s) acknowledge receipt of the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health. Buyer date Page 3 of 3 Seller Initials MRF Seller Initials Buyer Initials Buyer Initials Buyer Initials Buyer Initials Prevised 2/17/2021 Serial#: 064488-800175-3840887 | date signed, this information is true and accurate to the best of my/our knowledge. Seller(s) acknowledge(s) the requirement that | | | | | |
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| page 3 of 3 Seller Initials MRF Seller Initials KWF Buyer Initials Buyer Initials revised 2/17/2021 Serial#: 064488-800175-3840887 | is | s not intended to be a warranty or to substitute for any inspection the buyer(s) wish to ob | tain. Buye | er(s) ackn | | |
| page 3 of 3 Seller Initials MRF Seller Initials KWF Buyer Initials Buyer Initials revised 2/17/2021 Serial#: 064488-800175-3840887 | | | | | | |
| Serial#: 064488-800175-3840887 | 1 | | | | - | |
| | E | Buyer date Buyer | | * | | |

Instrument #: 2025-1295 07/31/2025 06:42:56 AM Total Pages: 2 EAS EASEMENT NONTRANSFER Recording Fee: \$12.00 Dawn T. Goldman, Recorder, Keckuk County IA

Prepared by/Return to: John N. Wehr, 116 E Washington St PO Box 245, Sigourney, IA 52591; (641) 622-3313

EASEMENT

WHEREAS Madeline R. Frederick and Kyle Frederick wife and husband are the owners of certain real estate legally described as follows:

The West Eighty feet of the East One Hundred Sixty feet of the North One Hundred Fifty Feet of Block Two of the City of Gibson, formerly Nassau, Keokuk County, Iowa, as exemplified by plat thereof in Plat Book 4 at page 104, in the office of the Recorder of Keokuk County, Iowa.

Which property is located west and north of the property currently owned by Dennis Eugene Ferns.

AND WHEREAS Dennis Eugene Ferns is the owner of certain real estate legally described as follows:

The East One Hundred Sixty feet of Block Two of the Town of Gibson, Iowa, formerly Nassau and all of that portion of the West 10 feet of Hall Street in the unincorporated Town of Gibson, as set out and defined in Irregular Plat Book 1 page 247 of the Town of Nassau, Keokuk County, Iowa along East side of Block Two EXCEPT: The West Eighty feet of the East One Hundred Sixty feet of the North One Hundred Fifty Feet of Block Two of the City of Gibson, formerly Nassau, Keokuk County, Iowa, as exemplified by plat thereof in Plat Book 4 at page 104, in the office of the Recorder of Keokuk County, Iowa.

Which property is located east and south of the property currently owned by Madeline R. Frederick and Kyle Frederick, wife and husband

AND WHEREAS the discharge line of the septic sewer system from the property of Madeline R. Frederick and Kyle Frederick has previously been installed pursuant to a verbal agreement and has for many years passed under and through the property of Dennis Eugene Ferns.

AND WHEREAS the parties desire to confirm in this written easement agreement the verbal agreement that has existed between these adjoining property owners for many prior years.

IT IS THEREFORE AGREED that in consideration of the mutual promises and covenants contained herein, as follows:

2025-1295 EAS 07/31/2025 08:42:56 AM Page 2 of 2

Dennis Eugene Ferns, a single person, Grantor gives an easement for installation, use and maintenance of a septic discharge line under and through the real estate that he currently owns, such line is located where the line is currently installed. This easement includes the right and privilege of ingress and egress over and across his property for the purpose of necessary repair, maintenance, and replacement of the line. This easement is a covenant running with the land and is for the use and benefit of the owner of the property described as:

The West Eighty feet of the East One Hundred Sixty feet of the North One Hundred Fifty Feet of Block Two of the City of Gibson, formerly Nassau, Keokuk County, Iowa, as exemplified by plat thereof in Plat Book 4 at page 104, in the office of the Recorder of Keokuk County, Iowa

The owner of the property benefited by this easement agrees for themselves and for their successors in interest:

- a. To be responsible for all the costs of any repair or replacement of the septic discharge line to that point where any other septic discharge line intersects with the line from their property
- b. To be responsible for an equal share of all costs of repair or replacement with any other user of the discharge line from the point of intersection with another line or lines.
- c. To make a reasonable effort to notify the present owner of the property subject to this easement of the need to enter their property for necessary repairs and replacement.
- d. To be responsible for restoring the surface area over the easement by grading and seeding.

The parties to this easement agree that the terms and conditions of the easement shall run with the land.

Grantor:

Dennis Eilbene Ferns

Grantee:

Madeline R. Frederick

Kyle Frederick

STATE OF IOWA, KEOKUK COUNTY, ss:

This instrument was acknowledged before me by the said Dennis Eugene Ferns, on

CASSIE K. O ROURKE
Commission Number 777819
My Commission Expires
April 7, 2028

Notary Public

STATE OF IOWA, KEOKUK COUNTY, ss:

This instrument was acknowledged before me by the said Madeline R. Frederick and Kyle Frederick and husband, on TSU(1 ZX , 2025

CASSIE K. O'ROURKE
Commission Number 777819
My Commission Expires
April 7, 2028

Notern Public