



SELLER DISCLOSURE OF PROPERTY CONDITION (BASIC)

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



Property Address: 1445 Ginkgo Ave, Packwood, IA 52580

Property Owner (Seller – please print per title): Alta Dickeu Estate

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: with large rainfall, basement may back up. downstairs
- Roof:** Any known problems? Yes ☒ No ☐ Unknown ☐ Type look over bathroom Unknown ☐ Date of repairs/replacement Jan. 2025 repaired Unknown ☐ Describe: _____
- Well and pump:** Any known problems? Yes ☒ No ☐ Unknown ☐ Type of well (depth/diameter), age and date of repair: hand pump well not operational 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 inspected _____ 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 Agas, Nuds replaced.
- Central Cooling system(s):** Any known problems? Yes ☒ No ☐ Any known repairs/replacement? Yes ☒ No ☐ Date of repairs Fall 2024
- 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 J D CG GD

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, who tested? _____ Test results? _____ Date of last report _____ Seller Agrees to release any testing results. If not, Check here ☐ Unknown

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? _____

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 If yes, please explain: _____

You MUST explain any "Yes" responses above (Attach additional sheets if Necessary):

Seller has owned the property since _____ (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 Harry Dickey Seller STEPHEN A DICKY Date 2-20-25
Cathy Dickey

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 on Lead-Based Paint and/or Lead-Based Paint HazardsAddress: 1445 Ginkgo Ave. Packwood, IA 52580**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) ☒ 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) ☐ 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) _____ 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>Cathy Stiles</u>	<u>2-20-2025</u>		
Seller	Date	Purchaser	Date
<u>Myron Decker</u>	<u>2-20-2025</u>		
Seller	Date	Purchaser	Date
<u>STEPHEN A. DEKEY</u>	<u>2-20-25</u>		
Seller's Agent	Date	Purchaser's Agent ¹	Date
<u>Myron Decker</u>			

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.



AUCTION

AGENCY DISCLOSURE AND ACKNOWLEDGEMENT

TO: BUYER/WINNING BIDDER

(May be presented at earliest possible convenience - must be signed by Buyer prior to Buyer entering into a written Purchase Agreement)



When you enter into a discussion with a real estate licensee regarding a real estate transaction, you should understand who the licensee is representing in the transaction. More importantly, you should understand how that agency relationship impacts on your relationship with the licensee. The term "Broker" shall hereinafter refer to: (Brokerage/firm) Greiner Real Estate & Auction LLC, and Broker'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, which are acts informative in nature.

For this auction transaction, Brokerage firm represents the Seller/Owner as a single Seller Agency. Single Seller Agency exists when Broker and Owner enter into a real estate "Exclusive Listing Agreement" or Auction Agreement and the property is sold to Buyer/Winning Bidder, who may be represented by a different real estate company. Broker and Broker's affiliated licensees' policy is to represent the Owner as a "Client." In Single Seller Agency, Broker does not also represent the Buyer in the transaction. Buyer shall represent themselves in this auction transaction and it is the policy of Broker to treat that Buyer as a "Customer" and not as a "Client."

Buyer may request Dual Agency, whereby Broker provides Brokerage services to both Seller and Buyer on their behalf. However, Broker is not obligated to agree to Dual Agency and must have the Seller/Owner's consent to provide Dual Agency.

BUYER HAS ONE OF THE FOLLOWING TWO OPTIONS:

1. Initial: **WINNING BIDDER ACKNOWLEDGES THAT THEY ARE REPRESENTING THEMSELVES IN COMPLETING THE AUCTION SALES TRANSACTION.**

OR

2. If Buyer/Winning Bidder desires to have Auction/Brokerage Firm, provide services beyond ministerial acts, then Buyer may request dual agency. If Broker and Seller agree, both Seller and Buyer shall read and consent to dual agency and sign the separate Dual Agency Policy and Acknowledgement Form for the specific auctioned property.

Initial: **CONSENSUAL DUAL AGENCY.**

- a. When Broker both lists and sells the property, it is the policy of Broker and Broker'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 Broker to both Owner and Buyer, as well as procedures to be followed.
- b. Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice. If Buyer opts for dual agency, Buyer must fill out and complete a Dual Agency Agreement with Brokerage.

Buyer and Owner are not required to consent to dual agency.

A. 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 Broker 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.

B. 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. 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:

C. 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. 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, or accepts subagency from, other brokerage companies.**

D. 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. Buyer and Seller request that Broker select and complete documents allowed by law, and authorize Selling Company to call Residence.

1445 Ginkgo Ave, Packwood, IA 52580

AUCTION OF: _____ (Property Address)

AGENCY ACKNOWLEDGEMENT

(To be signed by Buyer upon writing offer and by Seller prior to presentation of Purchase Agreement)

The term "Seller" shall hereinafter refer to Seller, Landlord or Optionor. The term "Buyer" shall hereinafter refer to Buyer, Tenant or Optionee.

In the Purchase Agreement dated _____, involving the auction of the above property, the agency relationship between the parties and the respective real estate Company(s)/Licensee(s) is:

Selling/Auctioning/Listing Company and Licensee

Buyer/Winning Bidder

☒ Seller Exclusive Agency, or

☒ Self Representation, or

☐ Consensual Dual Agency

☐ Consensual Dual Agency

If Consensual Dual Agency is selected, both of the blanks above must contain a check.

IF YOU DO NOT UNDERSTAND THIS DOCUMENT, CONSULT AN ATTORNEY.

Stephen A. Dickey 1-7-25
Seller/Owner Date

Winning Bidder Date

Benny Dickey 1-7-25
Seller/Owner Date

Winning Bidder Date

Cheryl C. Dickey 1-7-25

Date

Greiner Real Estate & Auction LLC
Listing Company

Greiner Real Estate & Auction LLC
Selling Company

Myron Greiner 1-7-25
Licensee Date

Myron Greiner 1-7-25
Licensee Date