

SEPTIC SYSTEM INSPECTION ADDENDUM



This agreement is an addendum to the Offer for Real Estate dated 6 January 2020

between Seller(s) Bradley D Swart and Buyer(s) _____

Heidi R Swart

Property Address:

115 Quail Ridge Road Sergeant Bluff IA 51054

Purpose of Addendum: Iowa Code 455B.172 mandates the inspection of septic systems, unless exempt, prior to the transfer of property. The Code applies to transfer of property, which includes at least one but not more than four dwelling units. This property has a septic system and is not connected to a sanitary sewer system.

Exempt Properties: Properties exempted from the Septic System Inspection Requirements include (IA Code 455B.172): Bare ground; property containing 5 or more dwellings units; court ordered transfers; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between joint tenants or tenants in common; intra family transfers; between divorcing spouses; transfers, for which consideration is \$500 or less; certain intra-family or intra-company business organization transfers; properties which have been inspected within the last two years.

Also, the inspection requirement does not apply to a transfer in which the transferee intends to demolish or raze the building. An Iowa Department of Natural Resources (DNR) form must be used to certify the intent to raze or destroy.

Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 455B because one of the above exemptions apply. If so, Seller(s) may stop here.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Buyer	Date

Seller's Disclosure Statement: Sellers warrant, to the best of their knowledge, that the septic system is entirely located on the above property is in good working order at the time of this offer. Brokerage makes no statements or warranty as to the septic system. 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 other inspection the purchaser may wish to obtain.

Has the system been inspected by a DNR certified inspector within 2 years, or pumped/cleaned within 3 years?

Yes [] No [X] UNK []

Date of inspection _____ UNK []

Date system last cleaned/pumped 2016 _____ UNK []

(Note: If inspected within 2 years of closing date, system may not need inspection and if pumped within 3 years may not need pumping/cleaning.)

Any known problems?

Yes [] If Yes, Explain _____ No [X] Unknown []

General location of system _____ Unknown [] Age _____ Unknown []

Attached additional pages if necessary.

Southeast Corner of House

Buyers and Sellers agree to have the septic system inspected by a person certified by the DNR.

Such inspection will be paid for by:

- Buyer
- Seller

Mutually Agreed: Amount _____ by Seller, and amount _____ by Buyer.
Exact \$ or % Exact \$ or %

and completed within _____ days of the execution of this Addendum or no later than _____ 20_____.

The County Recorder shall not record a deed or any other property transfer or conveyance document until either a certified inspector's report is provided or attached to the Groundwater Hazard Statement, which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the DNR or, in the event that weather or other temporary physical conditions prevent the certified inspection from being conducted, the buyer has executed and submitted a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection.

At the time of inspection, any septic system existing as part of the sewage disposal system shall be opened and have the contents pumped out and disposed of as provided for by rule. In the alternative, the owner may provide evidence of the septic system being properly pumped out within three years prior to the inspection by a commercial septic system cleaner licensed by the DNR which shall include documentation of the size and condition of the tank and its components at the time of such occurrence.

If a private sewage disposal system is failing to ensure effective wastewater treatment or is otherwise improperly functioning, the private sewage disposal system shall be renovated to meet current construction standards, as adopted by the DNR, either by the seller or, by agreement, within a reasonable time period as determined by the county or the DNR, by the buyer. If the private sewage disposal system is properly treating the wastewater and not creating an unsanitary condition in the environment at the time of inspection, the system is not required to meet current construction standards.

Buyers and Sellers agree to such renovation, repair, or replacement of the septic system. Such renovation, repair, or replacement shall be the responsibility and paid for by:

- Buyer
- Seller

Mutually Agreed: Amount _____ by Seller, and amount _____ by Buyer.
Exact \$ or % Exact \$ or %

and completed within _____ days of the execution of this Addendum or no later than _____ 20_____.

Buyer and Seller may agree to escrow money for the renovation, repair and replacement of the septic system and may complete an Escrow Agreement and Release. Following an inspection, the inspection form and any related reports shall be provided to the county for enforcement of any follow-up mandatory system improvement and to the DNR for their records. Title abstracts to property with private sewage disposal systems shall include documentation of septic system inspections.

We, the undersigned understand this form and agree to its terms.

Seller Date

Buyer Date

Seller Date

Buyer Date

THIS IS A LEGALLY BINDING DOCUMENT.
If not understood, consult with the lawyer of your choice.
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