

## REAL ESTATE CONDITION REPORT — FARM

### DISCLAIMER

A. THIS CONDITION REPORT CONCERNS THE REAL PROPERTY LOCATED AT 82 COUNTY ROAD B,  
WOODVILLE, WI 540 (STREET ADDRESS) IN THE \_\_\_\_\_ (CITY) (VILLAGE) (TOWN)  
OF EAU GALLE, COUNTY OF ST CROIX, STATE OF WISCONSIN. THIS REPORT  
IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE  
WISCONSIN STATUTES AS OF \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY), \_\_\_\_\_ (YEAR). IT IS NOT A WARRANTY  
OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PRINCIPAL IN THIS TRANSACTION AND IS  
NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PRINCIPALS MAY WISH TO OBTAIN.

### OWNER'S INFORMATION

B.1. In this form, "am aware" means to have notice or knowledge. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises. *"Property", as used in this report, includes: 1) the land; 2) dwellings; 3) barns and outbuildings and 4) any other real or personal property included in the transaction. The Property Condition Statements below apply to all property, not just dwellings.\**

B.2. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.

B.3. The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as "yes," "no," or "not applicable" to the property being sold. If the owner responds to any statement with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is "yes."

B.4. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

### PROPERTY CONDITION STATEMENTS\* (See B.1 above defining "Property")

	Yes	No	N/A	See Expert's Report
C.1. I am aware of defects in the roof.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.2. I am aware of defects in the electrical system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.3. I am aware of defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.4. I am aware of defects in the heating and air conditioning system (including the air filters and humidifiers).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.5. I am aware of defects in the well, including unsafe well water <i>due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns not closed/abandoned according to applicable regulations.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.6. I am aware that this property is served by a joint well.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.7. I am aware of defects in the septic system or other sanitary disposal system, <i>including an out-of-service system not closed/abandoned according to applicable regulations.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.8. I am aware of underground or aboveground fuel storage tanks on <i>or previously located</i> on the property. (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Regulations of the Wisconsin Department of Agriculture, Trade and Consumer Protection may require the closure or removal of unused tanks.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.9. I am aware of an "LP" tank on the property. (If "yes", specify in the additional information space whether the owner of the property either owns or leases the tank.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.9.m I am aware that a dam is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners association, lake district, or similar group. (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.10. I am aware of defects in the basement or foundation (including cracks, seepage and bulges) <i>or of flooding, extreme dampness or wet walls; unsafe concentrations of mold or defects in drain tiling or sump pumps.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.11. I am aware that the property is located in a floodplain, wetland or shoreland zoning area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LEAED - COUNTRY SIDE

CREEK ON PROPERTY

	Yes	No	N/A	See Expert's Report
C.12. I am aware of defects in the structure of the property.		<input checked="" type="checkbox"/>		
C.13. I am aware of defects in mechanical equipment included in the sale either as fixtures or personal property.		<input checked="" type="checkbox"/>		
C.14. I am aware of boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) or noncompliance with fence laws (See Wis. Stat. ch. 90).		<input checked="" type="checkbox"/>		
C.15. I am aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead or arsenic in soil, lead in water supplies or plumbing system or other potentially hazardous or toxic substances on the premises. Note: specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.		<input checked="" type="checkbox"/>		
C.16. I am aware of the presence of asbestos or asbestos-containing materials on the premises.		<input checked="" type="checkbox"/>		
C.17. I am aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.		<input checked="" type="checkbox"/>		
C.17.a I am aware of dumpsites on the property where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal.		<input checked="" type="checkbox"/>		
C.18. I am aware of current or previous termite, powder-post beetle or carpenter ant infestations or defects caused by animal or other insect infestations.		<input checked="" type="checkbox"/>		
C.19. I am aware of defects in a woodburning stove or fireplace or of defects caused by a fire in a stove or fireplace or elsewhere on the property or a violation of applicable state or local smoke detector laws; NOTE: State law requires operating smoke detectors on all levels of all residential properties, and operating carbon monoxide detectors on all levels of most residential properties (see Wis. Stat. §§ 101.149 & 101.647).			<input checked="" type="checkbox"/>	
C.20. I am aware either that remodeling affecting the property's structure or mechanical systems was done or that additions to this property were made during my period of ownership without the required permits.		<input checked="" type="checkbox"/>		
C.21. I am aware of federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.		<input checked="" type="checkbox"/>		
C.22. I have received notice of property tax increases, other than normal annual increases, or am aware of a pending property reassessment.		<input checked="" type="checkbox"/>		
C.23. I am aware that remodeling that may increase the property's assessed value was done.		<input checked="" type="checkbox"/>		
C.24. I am aware of proposed or pending special assessments.		<input checked="" type="checkbox"/>		
C.24.m I am aware that the property is located within a special purpose district, such as a drainage district, lake district or sanitary district, that has the authority to impose assessments against the real property located within the district.		<input checked="" type="checkbox"/>		
C.25. I am aware of the proposed construction of a public project that may affect the use of the property.		<input checked="" type="checkbox"/>		
C.26. I am aware of subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements or another use of a part of the property by nonowners, other than recorded utility easements.		<input checked="" type="checkbox"/>		
C.26.m I am aware that the property is subject to a mitigation plan required under administrative rules of the department of natural resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county.		<input checked="" type="checkbox"/>		
C.27. I am aware of other defects affecting the property including, without limitation, lack of legal access; any land division involving the property for which required state or local permits had not been obtained; livestock siting violations (Wis. Admin. Code ch. ATCP 51); existing or abandoned manure storage facilities; production of methamphetamine (meth) or other hazardous chemicals on the property; significant odor, noise, water diversion or other irritants emanating from neighboring property; burial grounds; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property.		<input checked="" type="checkbox"/>		
C.27.a I am aware that all, or part, of the property is subject to, enrolled in or in violation of a Farmland Preservation Agreement (see D.1.d) or a Forest Crop, Managed Forest (see D.1.f), Conservation Reserve or comparable program.		<input checked="" type="checkbox"/>		

- C.27.b I am aware of substantial crop damage from disease, insects, soil contamination, wildlife or other causes, diseased trees, or substantial injuries or disease in livestock on the property or neighboring properties.
- C.27.c I am aware of the presence of unsafe levels of mold, or roof, basement, window or plumbing leaks, or overflow from sinks, bathtubs or sewers, or other water or moisture intrusions or conditions that might initiate the growth of unsafe levels of mold.

Yes No N/A

- ADDITIONAL INFORMATION**
- D.1. I am aware that a structure on the property is designated as a historic building or that part of the property is in a historic district.
- D.1.a All or part of the land has been assessed as agricultural land under Wis. Stat. § 70.32 (2r).
- D.1.b The owner has been assessed a use-value conversion charge under Wis. Stat. § 74.485(2).
- D.1.c The payment of a use-value conversion charge has been deferred under Wis. Stat. § 74.485(4).

Notice: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charges, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.

- D.1.d I am aware that the property is subject to a farmland preservation agreement.

Notice: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Call 608-224-4500 or visit [http://www.datcp.wi.gov/Environment/Working\\_Lands\\_Initiative/](http://www.datcp.wi.gov/Environment/Working_Lands_Initiative/) for more information.

- D.1.e I am aware of a pier attached to the property that is not in compliance with state or local pier regulations. See <http://dnr.wi.gov/> for information.

- D.1.f I am aware that all or part of the property is enrolled in the managed forest land program.

**Managed Forest Land.** The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit <http://dnr.wi.gov/forestry>.

- D.2. The owner has lived on the property for 25 years.

- D.3. Explanation of "yes" responses. (See B.3.)

FUEL TANK ABOVE GARAGE. C.1 BARN NOT NEEDED WORK C.8 BUILT  
C.11 CREEK ON LAND OWNER HAS AGREED TO USE DNR TRAIL.

**Note:** Any sales contract provision requiring the inspection of a residential dumbwaiter or elevator must be performed by a state-licensed elevator inspector.

**Notice:** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 608-240-5830.

#### OWNER'S CERTIFICATION

E. The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner Liginia M. Anderson Date 11-20-17 Owner \_\_\_\_\_ Date \_\_\_\_\_

#### CERTIFICATION BY PERSON SUPPLYING INFORMATION

F. A person other than the owner certifies that he or she has supplied information on which the owner relied for this report and that information is true and correct to the best of that person's knowledge as of the date on which the person signs this report.

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_ Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_ Person \_\_\_\_\_ Items \_\_\_\_\_ Date \_\_\_\_\_

#### NOTICE REGARDING ADVICE OR INSPECTIONS

G. THE PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTIONS, DEFECTS OR WARRANTIES.

#### BUYER'S ACKNOWLEDGMENT

H.1. The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations and floodplain status.

H.2. I acknowledge receipt of a copy of this statement.

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_ Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_ Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

\*NOTE: All information appearing in italics in this REAL ESTATE CONDITION REPORT is purely of a supplemental nature and is not part of the REAL ESTATE CONDITION REPORT content required by Wis. Stat. § 709.03. No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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Untitled

**OFFER ADDENDUM S - LEAD BASED PAINT  
DISCLOSURES AND ACKNOWLEDGMENTS**

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**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.

Disclosures and Acknowledgments made with respect to the Property at 82 COUNTY ROAD B, WOODVILLE, WI 54028, Wisconsin.

**SELLER DISCLOSURE AND CERTIFICATION.**

Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

(1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: NONE

(Explain the information known to Seller, including any additional information available about the basis for the determination that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

(b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

NONE (Identify the LBP record(s) and report(s) (e.g. LBP abatements, inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")

(2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their knowledge, that the information provided by them is true and accurate.

(X) Virginia M. Anderson 11-20-17  
(ALL Sellers' signatures)▲ Print Names Here VIRGINIA M ANDERSON (Date) ▲

**Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**

(Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A, Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

**DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

(1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

(2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

(3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

(4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

(b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target  
 56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,  
 57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
 60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead  
 61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,  
 62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to  
 63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on  
 64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known  
 65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to  
 66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of  
 68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the  
 69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information  
 70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination  
 71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint  
 72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller  
 74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no  
 75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt  
 77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:  
 79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,  
 81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under  
 82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure  
 83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes  
 84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)  
 86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

## 87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as  
 90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance  
 91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred  
 93 to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision  
 95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square  
 97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated  
 99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces  
 100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,  
 102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate  
 104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)  
 105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;  
 106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)  
 107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in  
 109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular  
 110 whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless  
 112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby  
 115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -  
 116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their  
 118 knowledge, that the information provided by them is true and accurate.

119 (X) \_\_\_\_\_  
 120 (Agent's signature) ▲ Print Agent & Firm Names Here ► NICK RASSBACH/RASSBACH REALTY LLC

11/20/11  
 (Date) ▲

121 (X) \_\_\_\_\_  
 122 (Agent's signature) ▲ Print Agent & Firm Names Here ►

(Date) ▲

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is  
 124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties  
 125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of  
 126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity  
 127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is  
 130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131 ☐ **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead  
 132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses  
 133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency  
 134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within  
 135 \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice  
 136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report  
 137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to  
 139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's  
 140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days  
 141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that  
 142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and  
 143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will  
 144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the  
 145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,  
 146 in conformance with the requirements of all applicable law.

147 ☐ Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148 ☐ Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's  
 150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received  
 151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment  
 152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their  
 154 knowledge, that the information provided by them is true and accurate.

155 (X) \_\_\_\_\_  
 156 (ALL Buyers' signatures)▲ Print Names Here ►

(Date) ▲

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