



The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP45-6-21)
(Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

LEAD-BASED PAINT DISCLOSURE (Sales)

Attachment to Contract to Buy and Sell Real Estate for the Property known as:

6319 5600 Road Olathe CO 81425

Street Address

City

State

Zip

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY.

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty adjusted for inflation for each violation.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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 to Buyer and Real Estate Licensee(s) and Acknowledgment

1. Seller acknowledges that Seller has been informed of Seller's obligations. Seller is aware that Seller must retain a copy of this disclosure for not less than three years from the completion date of the sale.

2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):

☒ Seller has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.

☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):

3. Records and reports available to Seller (check one box below):

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Buyer's Acknowledgment

4. Buyer has read the Lead Warning Statement above and understands its contents.

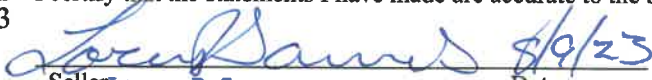
- 45 5. Buyer has received copies of all information, including any records and reports listed by Seller above.
46 6. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home".
47 7. Buyer acknowledges federal law requires that before a buyer is obligated under any contract to buy and sell real estate, Seller
48 shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk
49 assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
50 8. Buyer, after having reviewed the contents of this form, and any records and reports listed by Seller, has elected to (check one box
51 below):
52 ☐ Obtain a risk assessment or an inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards,
53 within the time limit and under the terms of § 10 of the Contract to Buy and Sell Real Estate; or
54 ☐ Waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint
55 hazards.
56

57 **Real Estate Licensee's Acknowledgment**

58 Each real estate licensee signing below acknowledges receipt of the above Seller's Disclosure, has informed Seller of Seller's
59 obligations and is aware of licensee's responsibility to ensure compliance.
60

61 **Certification of Accuracy**

62 I certify that the statements I have made are accurate to the best of my knowledge.
63


Seller Loren P. Sammons Date 8/9/23

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Lori Barksdale

Real Estate Licensee (Listing)

Date

Real Estate Licensee (Selling)

Date



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Lead-Based Paint Obligations
(Seller)

Seller acknowledges the following obligations, which shall be completed before the buyer is obligated under any contract to buy and sell real estate. There is no obligation of Seller to conduct any evaluation or reduction activities.

1. Seller shall provide the required lead warning statement set forth on the Lead-Based Paint Disclosure form.
2. Seller shall provide the buyer with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home".
3. Seller shall disclose to the buyer and the real estate licensee(s) the presence of any known lead-based paint and/or lead-based paint hazards in the Property being sold. Seller shall also disclose any additional information available to Seller 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 the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
4. Seller shall disclose to each real estate licensee the existence of any available records or reports. Seller shall also provide the buyer with any records or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Property being sold. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Seller shall so indicate.
5. Seller, before a buyer is obligated under any contract to buy and sell real estate, shall permit the buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. A buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.
6. Seller must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Seller's statements, to the best of Seller's knowledge.

Seller must complete the required disclosure activities and allow the buyer an opportunity to review the information and possibly amend the offer.

Seller is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the completion date of the sale.

Property known as No. 6319 5600 Road Olathe CO 81425

Street Address City

State

Zip

45 Date: 8/9/23

Date: _____

46 _____

47 Loren P Sammons

Seller

48 Seller Loren P Sammons