WISCONSIN REALTORS® ASSOCIATION

4801 Forest Run Road Madison, Wisconsin 53704

REAL ESTATE CONDITION REPORT - FARM

Weiss Realty, LLC Page 1 of 7

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	IN THE	Town
(CITY) (VILLAGE) (TOWN) OF	Vienna	, COUNTY O
Dane	STATE OF WISCON	VSIN.
THIS REPORT IS A DISCLOSURE OF THE C	CONDITION OF THAT PROPERTY IN	LCOMPLIANCE WITH SECTION
THIS REPORT IS A DISCLOSURE OF THE C 709.02 OF THE WISCONSIN STATUTES AS OF (YEAR). IT IS NOT A WARRANTY OF ANY KIND	June (MONTH)2	22 (DAY), 2025

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

- A1. In this form, "aware" means the "owner(s)" have notice or knowledge.
- A2. 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 questions below apply to all property, not just dwellings.*
- A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate containing one to four dwelling units, including a condominium unit and time-share property, by sale, exchange, or land contract is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

- A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."
- A5. 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.
- A6. 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 the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

Weiss Realry, LLC, 319 W Madison St Durand WI 54736 Auron Dobbs

Phone: (608)289-7202 Produced with zipForm® by zipLoglx 18070 Filteen Mile Road, Fraser, Michigan 48026 www.zipLoglx.com

	B. STRUCTURAL AND MECHANICAL		Paç	e 2 of 7
V01124324		YES	NO	N/A
B1.	Are you aware of defects in the roof? Roof defects may include items such as leakage or significant problems with gutters or eaves.		X	
B2.	Are you aware of defects in the electrical system?		X	П
	Electrical defects may include items such as defects in solar panels and systems,	ASTORET		13
	electrical wiring not in compliance with applicable code, knob and tube wiring, 60 amp service, or aluminum-branch circuit wiring.			
В3.	Are you aware of defects in part of the plumbing system (including the water heater,		X	
	water softener, and swimming pool)?			
	Other plumbing system defects may include items such as leaks or defects in pipes, toilets, interior or exterior faucets, bathtubs, showers, or any sprinkler system.			
B4.	Are you aware of defects in the heating and air conditioning system (including the air	П	x	
	filters and humidifiers)?	land.	1	
	Heating and air conditioning defects may include items such as defects in the heating			
	ventilation and air conditioning (HVAC) equipment, supplemental heaters, ventilating fans or fixtures, or solar collectors.			
B5.	Are you aware of defects in a woodburning stove or fireplace or of other defects caused		X	
	by a fire in a stove or fireplace or elsewhere on the property?			
	Such defects may include items such as defects in the chimney, fireplace flue, inserts, or other installed fireplace equipment; or woodburning stoves not installed pursuant to			
	applicable code.			
B6.	Are you aware of defects related to smoke detectors or carbon monoxide detectors or a		X	
	violation of applicable state or local smoke detector or carbon monoxide 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. ch. 101).	_	amount.	
B7.	Are you aware of defects in the basement or foundation (including cracks, seepage, and bulges)?		X	Ш
	Other basement defects may include items such as flooding, defects in drain tiling or			
	sump pumps, or movement, shifting, or deterioration in the foundation.			
B8.	Are you aware of defects in any structure on the property?	X		
	Structural defects with respect to the residence or other improvements may include items such as movement, shifting, or deterioration in walls; major cracks or flaws in interior or			
	exterior walls, partitions, or the foundation; wood rot; and significant problems with			
	driveways, sidewalks, patios, decks, fences, waterfront piers or walls, windows, doors,			
B9.	floors, ceilings, stairways, or insulation. Are you aware of defects in mechanical equipment included in the sale either as fixtures		x	
	or personal property?	ш		
	Mechanical equipment defects may include items such as defects in any appliance,			
	central vacuum, garage door opener, in-ground sprinkler, or in-ground pet containment system that is included in the sale.			
B10.	Are you aware of rented items located on the property such as a water softener or other	П	X	П
	water conditioner system or water treatment system, or other items affixed to or closely			
	associated with the property? Such items may include reverse osmosis systems, iron filters, or other filters.			
B11.		П	X	
	sewers, or other ongoing water or moisture intrusions or conditions?			
	Explanation of "yes" responses			
Outbi	uildings in disrepair. House is rented, answers are based on best information we	nave.		
	C. ENVIRONMENTAL	YES	NO	NIA
C1.	Are you aware of the presence of unsafe levels of mold?		NO X	N/A
C2.	Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions		x	
	relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or			
	steel natural gas transmission lines located on but not directly serving the property, lead in paint, lead in soil, or other potentially hazardous or toxic substances on the property?			
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	NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.	YES	NO	N/A
C3.	Are you aware of the presence of asbestos or asbestos-containing materials on the property?		X	
C4.	Are you aware of the presence of or a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties, including 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 law regulating said disposal?		X	
C5.	Are you aware of current or previous termite, powder post beetle, or carpenter ant infestations or defects caused by animal, reptile, or insect infestations, including infestations impacting trees?		X	
C6.	Are you aware of water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead?		X	
C7.	Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property? Explanation of "yes" responses		X	
	Explanation of yes responses			
	D. WELLS, SEPTIC SYSTEMS, STORAGE TANKS		2000	
D1.	Are you aware of defects in a well on the property or in a well that serves the property, including unsafe well water? Well defects may include items such as an unused well not properly closed in conformance with state regulations, a well that was not constructed pursuant to state standards or local code, out-of-service wells and cisterns not closed/abandoned according to applicable regulations, or a well that requires modifications to bring it into compliance with current code specifications. Well water defects might include, but are not limited to, unsafe levels of bacteria (total Coliform and E. coli), nitrate, arsenic, atrazine or	YES	NO ×	N/A
D2.	other substances affecting human consumption safety. Are you aware of a joint well serving the property?		X	
D3. D4.	Are you aware of a defect related to a joint well serving the property? Are you aware that a septic system or other private sanitary disposal system serves the	×	\vdash	X
	property?			
D5.	Are you aware of defects in the septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations? Septic system defects may include items such as backups in toilets or in the basement; exterior ponding, overflows, or backups; or defective or missing baffles.		[X]	
D6.	Are you aware of underground or aboveground fuel storage tanks on or previously located 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		X	
D7.	closure or removal of unused tanks.) Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law;			X
	looking: corrector: or failure to most operating standards		-	
D8.	leaking; corrosion; or failure to meet operating standards. Are you 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.)	x	Ш	L

	E. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.	YES	NO	N/A
E1.	Have you received notice of property tax increases, other than normal annual increases, or are you aware of a pending property reassessment?		X	
E2.	Are you aware that remodeling was done that may increase the property's assessed value?		X X	П
E3. E4.	Are you aware of pending special assessments? Are you aware that the property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property		$\stackrel{\triangle}{\boxtimes}$	Ħ
E5.	located within the district? Are you aware of any proposed construction of a public project that may affect the use of		x	
F.C	the property? Are you aware of any remodeling, replacements, or repairs affecting the property's		×	
E6.	structure or mechanical systems that were done or additions to this property that were made during your period of ownership without the required permits?			
E7.	Are you aware of any land division involving the property for which a required state or local permit was not obtained?		X	
E8.	Explanation of "yes" responses			
-				
	F. LAND USE	YES	NO	N/A
F1.	Are you aware of the property being part of or subject to a subdivision homeowners' association, or other homeowners' association?		X	
F2.	If the property is not a condominium unit, are you aware of common areas associated		X	
F3.	with the property that are co-owned with others? Are you aware of any zoning code violations with respect to the property?		X	
F4.	Are you aware of the property or any portion of the property being located in a floodplain,		X	
F5.	wetland, or shoreland zoning area? Are you aware of nonconforming uses of the property?		X	
	A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before			
	the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.			
F6.	Are you aware of conservation easements on the property?		X	
	A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or			
F7.	education, or for similar purposes. Are you aware of restrictive covenants or deed restrictions on the property?		x	
F8.			X	
F8a	. Are you aware of any private road agreements or shared driveway agreements relating to		X	
F9.	administrative rules of the Wisconsin 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?		X	
F10	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. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			

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		YES	NO	N/A
	a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	X		
	b. Are you aware of the property having been assessed a use-value assessment		X	Ш
	conversion charge relating to this property? (Wis. Stat. s. 74.485 (2)) c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4))			x
F11.	Is all or part of the property subject to or in violation of a farmland preservation agreement?		X	
	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.			
	Visit https://datcp.wi.gov/Pages/Programs_Services/FarmlandPreservation.aspx for more information.			
F12.	Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program?		X	
F13.	Are you aware of a dam that 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		X	
F14.	Resources to find out if dam transfer requirements or agency orders apply.) Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property?		X	
	Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences including noncompliance with fence laws (See Wis. Stat. Ch. 90), houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses.			
F15.	Are you aware there is not legal access to the property?		x	
F16.	Are you aware of federal, state, or local regulations requiring repairs, alterations, or corrections of an existing condition? This may include items such as orders to correct building code violations and livestock siting violations (Wis. Admin. Code Ch. ATCP 51).		X	Ц
F17.	Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information.		X	
F18.	Are you aware of a written agreement affecting riparian rights related to the property?		×	
F19.	Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the	Ш	X	Ц
	bed of the waterway.		_	_
F20.	Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information).		×	П
F21.	Explanation of "yes" responses			
	G. ADDITIONAL INFORMATION	YES	NO	N/A
G1.	Have you filed any insurance claims relating to damage to this property or premises within the last five years?		X	
G2.	Are you aware of a structure on the property that is designated as a historic building or that all or any part of the property is in a historic district?		X	
G2a.	Does the property currently have internet service? If so, who is your provider? Don't know about internet			

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001	Dear the assect they are electric unhisto charging quotom and station or installed wiri	na	YES	[X]	N/A
G2b.	Does the property have an electric vehicle charging system and station or installed wiri for a future system or station?	ig		12.1	-
	Is the system or station affixed to the property?				x
G2c.	Does the property have accessibility features? If so, attach an Accessibility Feature	es		X	
G3.	Report (see https://www.wra.org/Disabilities/). Are you aware of any agreements that bind subsequent owners of the property, such as			x	
G3,	a lease agreement or an extension of credit from an electric cooperative?	100		[41	
G3a.		ne		x	
G4.	Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g., a nonresident ali- individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment in Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.	gn a ne		X	
G5.	Are you aware of other defects affecting the property?			X	
	Other defects might include items such as drainage easement or grading problem excessive sliding, settling, earth movements, or upheavals; substantial crop damage from disease, insects, soil contamination, wildlife or other causes, diseased trees, substantial injuries or disease in livestock on the property or neighboring properties; any other defect or material condition.	om or			
G6.	The owner has owned the property for 47 years.				
G7.	The owner has lived in the property for 30 years. Explanation of "yes" responses				
		_			
Notic	-licensed elevator inspector. e: You may obtain information about the sex offender registry and persons registered w Visconsin Department of Corrections at http://www.doc.wi.gov or by phone at 608-240-583		registry t	y conta	acting
	OWNER'S CERTIFICATION				
to pu amer	E: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purc rchase, obtain information that would change a response on this report to submit a con adment to the previously completed report to the prospective buyer within 10 days of acceptance.	nplete ptance	amended e.	report	or an
	owner certifies that the information in this report is true and correct to the best of the own on which the owner signs this report.	ner's k	nowledge	as of t	he
Owne	er Dawn M. Petredes	Date	6/24/202	5	
		Date _			
	CERTIFICATION BY PERSON SUPPLYING INFORMATION				
A per inform	rson other than the owner certifies the person supplied information on which the owner mation is true and correct to the best of the person's knowledge as of the date on which the	relied e pers	for this re	∍port ar this rep	nd the ort.
Perso	on Items I	Date _	= ===		
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BUYER'S ACKNOWLEDGEMENT

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.

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

WISCONSIN REALTORS® ASSOCIATION

4801 Forest Run Road Madison, Wisconsin 53704

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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 4923 Meek Road, Township of Vienna, County of Dane. 129.9 acres per assessor.

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:

(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:

(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.

6/24/2025 (X) Print Names Here ▶

(Date) A

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) <u>Disclosure of Known LBP to Buyer.</u> 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.

51 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer 52 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting 53

the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

Weiss Realty, LLC, 319 W Madison St Durand WI 54736

Phone: (608)289-7202

Aaron Dobbs

Dane 129.9

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

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

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, behavorial 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

(2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide 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 the lead-based paint and/or lead-based paint

hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

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

(4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt

of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

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

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

(7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)

certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

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

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

Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred

to in the singular whether one or more). 93

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

of a report explaining the results of the investigation.

Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square

centimeter or 0.5 percent by weight.

- Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated 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 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

	[page 5 of 6, Additional 5]
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 - 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.
116	(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.
	000
110	(X) (Agent's signature) A Print Agent & Firm Names Here > Agun Volts / weiss leading LC (Date) A
120	(Agent's signature) A Print Agent & Firm Names Here > Agent > Diffs / Weiss Posterill (Date)
121	(X) (Agent's signature) ▲ Print Agent & Firm Names Here ▶ (Date) ▲
122	(Agents signature) A Filit Agent & Filit Agent & Filit
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123	■BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency). (a) Before a Buyer is obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
124	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) Not withstanding 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.] 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
	shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within 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
127	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 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 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.
	 □ Buyer elects the LBP contingency Buyer has attached to this Addendum S. □ Buyer waives the opportunity for a LBP inspection or assessment.
140	Duyer waives the opportunity for a LDF inspection of assessment.
149	(2) EPA LEAD HAZARD INFORMATION PAMPHLET: If Buyer has provided electronic consent, a copy of the LBP pamphlet, Protect Your
150	Family from Lead in Your Home, may be found at https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure.
151	Note: More information about electronic consent can be found at https://www.wra.org/ecommerce/ .
152	(3) BUYER ACKNOWLEDGMENT: Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
153	above-listed disclosures reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received
154	a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
100	or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).
156	(4) BUYER CERTIFICATION: The undersigned Buyer has reviewed the information above and certifies, to the best of their
157	knowledge, that the information provided by them is true and accurate.
	(X) (Buyers' signatures) ▲ Print Names Here ► (Date) ▲
159	(Buyers' signatures) ▲ Print Names Here ▶ (Date) ▲
160	(X)
161	
	97 CD 7070 PMS