

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

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1 ■ **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at E8559 620th Ave. Elk Mound WI 54739
11 _____, Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION.** **Note: See Seller Obligations at lines 27 - 54 and 55 - 112.**

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: _____

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

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

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

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

25 *Estate of David Brian Campbell*
26 (X) *Personal Rep Patti R Butterfield* *Patti R Butterfield* *3/25/2025*
27 (ALL Sellers' signatures) ▲ Print Names Here ▲ (Date) ▲

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

29 (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,
30 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.)

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

34 (1) **Provide LBP Pamphlet to Buyer.** The Seller shall provide the Buyer with an EPA-approved lead hazard information
35 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
36 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

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

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

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

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

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) _____ (Date) ▲
 120 (Agent's signature) ▲ Print Agent & Firm Names Here ►

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

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) **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
 155 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.

158 (X) _____ (Date) ▲
 159 (Buyers' signatures) ▲ Print Names Here ►

160 (X) _____ (Date) ▲
 161 (Buyers' signatures) ▲ Print Names Here ►