





3.1 SELLER PROPERTY DISCLOSURE STATEMENT

If required under ORS 105.465, Seller shall deliver in substantially the following form the Seller's Property Disclosure Statement to each Buyer who makes a written offer to purchase real property in this state. 2

INSTRUCTIONS TO THE SELLER

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- Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you
- provide your explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475 (4), you should 5
- date and sign each page of this disclosure statement and each attachment. 6
- Each Seller of residential property described in ORS 105.465 must deliver this form to each Buyer who makes a written offer to 7
- purchase. Under ORS 105.475 (4), refusal to provide this form gives the Buyer the right to revoke their offer at any time prior to closing 8
- the transaction. Use only the section(s) of the form that apply to the transaction for which the form is used. If you are claiming an 9
- exclusion under ORS 105.470, fill out only Section 1. 10

An exclusion may be claimed only if Seller qualifies for the exclusion under the law. If not excluded, the Seller must disclose the

12 13		the Property or Buyer may revoke their offer insequences of Seller's choice should be directed		the transaction. Questions regarding
14		SECTION 1. EXCLUS	ION FROM ORS 105.462 TO 105.490	
15		(<u>DO NOT</u> FILL OUT THIS SECTION UNLESS	YOU ARE CLAIMING AN EXCLUSION	N UNDER ORS 105.470)
16 17		aim an exclusion under ORS 105.470 only if you 2 of this form completely.	ı qualify under the statute. If you are n	ot claiming an exclusion, you must fill
18	Initial only	the exclusion you wish to claim.		
19 20		This is the first sale of a dwelling never installation permit(s) #		cted or installed under building or
21 22		This sale is by a financial institution that a or deed in lieu of foreclosure.	acquired the Property as custodian,	Agent or trustee, or by foreclosure
23		The Seller is a court-appointed receiver, perso	nal representative, trustee, conservato	or or guardian.
24		This sale or transfer is by a governmental ager	ncy.	
25	Signature(s	s) of Seller claiming exclusion		
26	Seller:	Date:	Seller:	Date:
27	Seller:	ard & Felicia Sweet Rev Living Trust Date:	Sweet Edward L, Trus Seller:	Date:

SECTION 2. SELLER PROPERTY DISCLOSURE STATEMENT

Buyer: ____ Date: ____ Date: ____ Date: ____

(IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.)

NOT A WARRANTY

NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE ("THE PROPERTY"). PROPERTY LOCATED AT 1345 Laurel Heights Dr. NW, Albany, OR 97321

Seller Initials Buyer Initials _____ Form 3.1 · Seller Property Disclosure Statement · Version 2025-1

Buyer: Date: Buyer:

Page 1 of 6

Fax: (541) 918-5061

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Signature(s) of Buyer to acknowledge Seller's claim

Sale Agreement #	
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SELLER PROPERTY DISCLOSURE STATEMENT





8 9 0	PROPERTY STATEME REVOCAT	/ AT THE TIME OF DISCLOSURE. E NT TO REVOKE BUYER'S ION TO THE SELLER DISAPPRO ENTERING INTO A SALE AGREE	ARE PROVIDED BY THE SELLER ON THE BASIS BUYER HAS FIVE BUSINESS DAYS FROM THE SELI OFFER BY DELIVERING BUYER'S SEPAR VING THE SELLER'S DISCLOSURE STATEMENT MENT.	ATE SIGNI F, UNLESS B	ED WRIT UYER WA	TEN STATEMEN IVES THIS RIGHT	NT OF AT OR
12 13 14 15	PAY FOR	THE SERVICES OF A QUALIFIED S E OF THE FOLLOWING: ARCHITI INSPECTORS, CERTIFIED HOME	TION OF THE SPECIFIC CONDITION OF THIS PE SPECIALIST TO INSPECT THE PROPERTY ON BUY ECTS, ENGINEERS, PLUMBERS, ELECTRICIANS INSPECTORS, OR PEST AND DRY ROT INSPEC	S, ROOFERS TORS.	S, ENVIRO	DVISED TO OBTA ING, FOR EXAMPL NMENTAL INSPEC	LE, ONE CTORS,
16		Seller 🗾	is occupying the Property; or [] is not occupying	ng the Prop	erty.		
47			I. SELLER REPRESENTATIONS	Financial inst	itution that	may have made	or
48 49 50	may mak	ving are representations made b e a loan pertaining to the Proper by Seller or Buyer.	y Seller and are not the representations of any f ty, or that may have or take a security interest in	n the Proper	ty, or any	real estate license	ee
51			DO NOT LEAVE ANY SPACES BLANK				
52	lf	you mark "yes" on items with	*, attach a copy of item's document or expla	ain yes ans	wer on an	attached sheet.	1
JZ		, , , , , , , , , , , , , , , , , , , ,					
53	1. TITLE			20V \ v 1	I 1No I] Unknown	
54	A.	Do you have legal authority to se	ell the Property?	[V] 163			
55	B.	Is title to the Property subject to	any of the following:	1 1Ves*	1./1No.1] Unknown	
56		First right of refusal			[2],No		
57		(2) Option				Unknown	
58		(3) Lease or rental agreeme	ent			Unknown	
59		(4) Other listing				Unknown	
60		(5) Life estate	*			Unknown	
61	C.	I U Duranti boing transforre	d an unlawfully established unit of land?	Yes*			
62	D.	Are there any encroachments, b	boundary agreements, boundary disputes or rec	ent boundar	y changes	i. t. 11 Indonesses	
63				1 1169	1 7 1 110		and a C
64	E.	Are there any rights of way, eas	ements, licenses, access limitations or claims the	hat may affe	ct your int	erest in the Prope	erty r
65	Lu .	, 40 410 0 0 0 0] Yes*	No] Unknown	
00				2			
66	F.	Are there any agreements for jo	oint maintenance of an easement or right of way	•	1		
] Yes*	[V] No	Unknown	
67				tions that	would affe	act the Property?	
68	G.	Are there any governmental stu	idies, designations, zoning overlays, surveys or	TIOUCES triat	. I. /1 No	[] Unknown	
69				169	/	Officiowii	
70	Н.	Are there any pending or existing	ng governmental assessments against the Prop	епул	t [a/1 No	[] Unknown	
71				169	—-/	[] Unknown	
72	١.	Are there any zoning violations	or nonconforming uses?	h	[•] No	[] Unknown	
73	J.	In there a houndary survey for	the Property?	Yes		OTIKIOWII	
74	K.	Are there any covenants, cond	itions, restrictions, or private assessments that a	affect the Pr	operty?	T Helmoure	
75	• • •			1 1169	[4] 140	Unknown	Droporte
76	L.	Is the Property subject to any s	special tax assessment or tax treatment that ma	y result in le	vy or addit	ional taxes if the	riopeity
77		is sold?		Yes	* [V] No	Unknown	
11							
78	2. WAT	ER					
79	A.	Household water			4)		
			Online letter (X/_	K		
		Buyer Initials	Seller Initials \ Form 3.1 · Seller Property Disclosure Statement · Vo	oreion 2025-1	····		—- / Page 2 of 6
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Sale	Agreemen	t #

SELLER PROPERTY DISCLOSURE STATEMENT





80		(1) The source of the water is (check ALL that apply):
81		✓ Public Community Other
82		(2) Water source information:
83		a. Does the water source require a water permit?
84		If yes, do you have a permit?
85		b. Is the water source located on the Property? [] Yes [V No [] Unknown
86		If not, are there any written agreements for a shared water source? []Yes* []No []Unknown [✓] N/A
87 80		
88 89		c. If the source of water is from a well or spring, have you had any of the following in the past 12 months? i. Flow test? [] Yes [] No [] Unknown [√) N/A
90		ii. Bacteria test? [] Yes [] No [] Unknown []/N/A
91		iii. Chemical contents test? [] Yes [] No [] Unknown [1] N/A
92		d. Is there an easement (recorded or unrecorded) for your access to or maintenance of the water source?
93		[_] Yes* [✔] No [_] Unknown
94		e. Are there any water source plumbing problems or needed repairs?
95		[]Yes* [V],No []Unknown
96		(3) Are there any water treatment systems for the Property?
97		If yes, are the systems: [] Leased [] Owned [] N/A
98	В.	Irrigation
99		Are there any of the following running with the Property?
100	()	a. [] water rights?
101		b. [] other irrigation rights for the Property? [] Yes [V] No [] Unknown /
102	(2)	If any exist, has the irrigation water been used during the last five-year period?
103	• • •	[] Yes* [] No [] Unknown [✓ N/A
104	(3)	Is there a water rights certificate or other written evidence available?
105		[_]Yes [_]No [_]Unknown [V]N/A
106	C.	Outdoor sprinkler system /
107		(1) Is there an outdoor sprinkler system for the Property? [\sqrt{1} Yes
108		(2) Has a back flow valve been installed? [V] Yes [] No [] Unknown [] N/A
109		(3) Is the outdoor sprinkler system operable? [V] Yes [] No [] Unknown [] N/A
110	3 SEW	AGE SYSTEM
		ti tarakan baran kacamatan baran karan baran baran baran bi baran 1864 🖊 baran bara
111	Α.	Is the Property connected to a public or community sewage system? [] Yes
112	В.	Are there any new public or community sewage systems proposed for the Property? [] Yes [] No [] Unknown
113	C.	Is the Property connected to an on-site septic system?
114		(1) If yes, when was the system installed? [Date] Unknown [V] N/A
115		(2) If yes, was the system installed by permit?
116		(3) If yes, has the system been repaired or altered?
117		(4) If yes, has the condition of the system been evaluated and a report issued? Yes* No Unknown V/N/A
118		(5) If yes, has the septic tank ever been pumped?
119		If yes to the above question (3)(C)(5), when?[Date] Unknown N/A
120		(6) Does the system have a pump? Yes No Unknown NA
121		(7) Does the system have a treatment unit such as a sand filter or an aerobic unit?
122		☐ Yes ☐ No ☐ Unknown ☑ N/A
123		(8) Is a service contract for routine maintenance required for the system? ☐ Yes* ☐ No ☐ Unknown ☑ N/A
124		(9) Are all components of the system located on the Property? ☐ Yes ☐ No ☐ Unknown ☑ N/A
125		Are there any sewage system problems or needed repairs?
126	E.	Does your sewage system require on-site pumping to another level?
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		the state of the s
	E	Buyer Initials Seller Initials

Page 3 of 6

Sale Agreement	#
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SELLER PROPERTY DISCLOSURE STATEMENT





27	4. DWE	LLING	SINSULATION				
28	Α.	Is the	ere insulation in the:	/			
29		(1)	Ceiling?	[Yes	No	Unknown	
30			Exterior walls?	[🗸] Yes	∐ No	Unknown	
31		(3)	Floors?	Yes	∐ No	Unknown	
32	B.	Are f	here any defective insulated doors or windows?	[√] Yes] No	Unknown	
33	5. DWE	LLING	STRUCTURE		1/	•	
34	A.	Has	the roof leaked?	[_] Yes		Unknown	- /2 24/2
35			If yes, has it been repaired?	[_] __ Yes	No		[√] N/A
36	B.	Are	there any additions, conversions or remodeling?	[<u>v</u> /Yes	∐ No	Unknown	r 1 h1/A
137			If yes, was a building permit required?	[🏒] Yes	∐ No	Unknown] N/A
138			If yes, was a building permit obtained?	[v] Yes	∐ No	Unknown	∐ N/A
139			If yes, was final inspection obtained?	[V] Yes	∐ No	Unknown] N/A
140	C.	Are	there smoke alarms or detectors?	[Yes	∐ No	Unknown	
141	D.	Are	there carbon monoxide alarms?	[V] Yes	~~~	Unknown	
142	E.	Is th	ere a woodstove or fireplace insert included in the sale?	[] Yes		[] Unknown	/
143			If yes, what is the make?*		N/A		
144			If yes, was it installed with a permit?	•		Unknown	[▼] N/A
145			If yes, is a certification label issued by the United States Environment	ntal Protection	Agency (i	EPA) or the Dep	partment of
146			Environmental Quality (DEQ) affixed to it?	[_] Yes	* [_] No	[] Unknown	[√] N/A
147	F.	Has	pest and dry rot, structural or "whole house" inspection been done with	nin the last three	e years?		
148				[_] Yes	* 🚺 No	[] Unknown	
149	G	Are	there any moisture problems, areas of water penetration, mildew oc	dors or other m	noistyre o	onditions (espec	cially in the
150			ement)?	Yes	^ [<u>v</u>] No	Unknown	
151			If yes, explain on attached sheet the frequency and extent of probler	m and any insu	ırance cla	ims, repairs or r	emediation
152			done.*		1		
153	H.	Is th	ore a sump nump on the Property?] Yes	V No	Unknown	
154	1.	Are	there any materials used in the construction of the structure that are	e or have been	the subject	ect of a recall, c	lass action
155			settlement or litigation?	Y <i>ej</i> s	NO NO	[] Unknown	
156			If yes, what are the materials?	[v _] N/A		/
157		(1)	Are there problems with the materials?	[] Yes	i ∐ No		[V] N/A
158			Are the materials covered by a warranty?	Yes			
159		(3)	Have the materials been inspected?] Yes	: [_] No	Unknown	[√] N/A
160		(4)	Have there ever been claims filed for these materials by you or by pre-	vious owners?			
161		(- /] Yes	: [_] No	[] Unknown	[Y] N/A
162			If yes, when?[Date] [_] N/A				
163		(5)	Was money received?] Yes	S [_] No		[V] N/A
164			Were any of the materials repaired or replaced?	Yes	s [_] No	[] Unknown	[√] N/A
165	6. DW	ELLIN	IG SYSTEMS AND FIXTURES				
166	A.	If th	ne following systems or fixtures are included in the purchase price, are	e they in good v	working o	rder on the date	this form is
167		gned?		/.			
168		(1)	Electrical system, including wiring, switches, outlets and service	_ / /Ye:	s [_]No	h	
169		(2)	Plumbing system, including pipes, faucets, fixtures and toilets	[_√] / y e:	s [] No	·	
170		(3)	Water heater tank	[_ √]// e:	s [_] No		
171		(4)	Garbage disposal	[_ v /Ye:	s [_] No	Unknown] N/A
172		(5)	Built-in range and oven	[_ √/ /Ye:	s [_] No		N/A
173		(6)	Built-in dishwasher	[√] Ye	s [🕡]No	Unknown	N/A
113		` '	(A. H Lattie	in AS	_		
		Buy	or initials		7		Page 4 of 6
			Form 3.1 · Seller Property Disclosure Statemen	r . Aetaiou vosa.	' ')		, ago 7 01 0

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	Sale Agr	eement #					OPECON
	oulo / ig.	SELLER PROPERTY DISCLOSURE STATEME	ENT			EQUAL HOUSING	REALTORS
				7	8.N	OPPORTUNITY	FORMS
174		(7) Sump pump	[]Y	es	[√ V No	Unknow	n [√] N/A
		(8) Heating and cooling systems	$\sqrt{ V }$	es	No		
175		(9) Security system /	Γ	es	No	Unknow	n [1/N/A
176		If yes, are the systems:				_	
177	В	Are there any materials or products used in the systems and fixtures that are or	have b	een	the sub	ject of a recall	, class action
178	D.	suit settlement or litigation?	ΙLY	es	IV1 No	[] Unknow	n
179		If yes, what product?	N		7	•	
180		(1) Are there problems with the product?	i IY		oN K V 1	[] Unknow	n
181		(2) Is the product covered by a warranty?			[√] No		
182		(3) Has the product been inspected?			[√]/No		
183		(4) Have claims been filed for this product by you or by previous owners?			[✓ No		
184					V) N/A		
185		If yes, when?	I	_	_ //	[] Unknow	n
186		(6) Were any of the materials or products repaired or replaced?			[√] No		
187		(6) Were any of the materials of products repaired of replaced.		-	۰۰۰ بت		
188	7. COM	MON INTEREST			/		
189	Δ	Is there a Home Owners' Association or other governing entity?	[]Y	es	[√] No	Unknow	n
	Λ.	Name of Association or Other Governing Entity:	\overline{I}				
190 101		Traine of Addedication of Carter Develoring Entry	$[J_i]N$	l/A			
191 192		Contact Person	IJN	/A			
193		Address	JN	I/A			
194		Phone Number	[]	I/A			/
195	В	Regular periodic assessments: \$per: [_] Month [_] Year	r 🔲	Ot	her		[√] N/A
196	C	Are there any pending or proposed special assessments?	[] Y	'es"		Unknow	/n
197	D.	Are there shared "common areas" or joint maintenance agreements for facil	ities li	ke v	valls, fe	ences, pools, t	ennis courts,
198	٥.	walkways or other areas co-owned in undivided interest with others?					
199						Unknow	
200	E.	Is the Homeowners' Association or other governing entity a party to pending litigate	ation o	r sul	bject to	an unsatisfied	judgm/ent?
201	-		[]Y	'es	[] NO	Unknow	n 💽 Jiwa
202	F.	Is the Property in violation of recorded covenants, conditions and restrictions	or in	viol	ation of	other bylaws	or governing
203	• •	rules, whether recorded or not?	Y	es/	No	Unknow	'n [♥] N/A
204	8. SEIS		1				
205	A.	Was the house constructed before 1974?	است	es		Unknow	
206		If yes, has the house been bolted to its foundation?		es/] No	Unknow	n [] N/A
	0 OFN		·				
207	9. GEN		or in t	ha ii	mm <i>e</i> dia	te area?	
208	A.	Are there problems with settling, soil, standing water or drainage on the Property	/ I I 1	/00 	[v] No	o [] Unknov	<i>i</i> n
209				res Yes			
210	В.	Does the Property contain fill?					
211	C.		r, wiria, r 1 N	/ 110C	1 N	D [] Unknov	in
212		expansive soils or landslides?			N V		
213	D.	Is the Property in a designated floodplain?	· لــــا	Yes	TA IA	J Olikilov	VII
214		Note: Flood insurance may be required for homes in a floodplain.	r 11	/	- 1 × 1 × 1	o [] Unknov	/ID
215	E.	Is the Property in a designated slide or other geologic hazard zone?			[V] No		
216	F.	Has any portion of the Property been tested or treated for asbestos, formalde	nyue,	1800	nigas,	icau-naseu pa	ini, molu, luc
217		or chemical storage tanks or contaminated soil or water?				o [_] Unknov	WIL
218	G.	Are there any tanks or underground storage tanks (e.g., septic, chemical, fuel, e	tc.) on	tne	Propert	y r	vio.
219				Yes		o [✔] Unknov	VII
220	H.	Has the Property ever been used as an illegal drug manufacturing or distribution	SITE?	V		o [] Hakaa	vn
221			'ليا'	Yes	Y C	o [] Unknov	VI 1

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Page 5 of 6

Buyer Initials

	Sale Agreement #	SELLER PROPERTY DISCLOSURE STATEM	MENT EQUAL HOUSING OPPORTUNITY FORMS
222 223	If yes, was a Certificate of Fitnes I. Has the Property been classified		☐ Yes* ☐ No ☐ Unknown [V] N/A ☐ Yes* [V] No ☐ Unknown
224	10. FULL DISCLOSURE BY SELLER		
225 226	•	ects affecting this Property or its value that a pro-] Yes* [√] No
227 228	r yes, αescribe the αerect on at repairs or remediation.*	ttached sheet and explain the frequency and e.	xtent of the problem and any insurance claims,
229 230 231 232	The foregoing answers and attached ex received a copy of this disclosure stat prospective Buyers of the Property or the	ement. I/we authorize my/our Agents to deliv	o the best of my/our knowledge and I/we have ver a copy of this disclosure statement to all
233	Seller(s) signature:	en e	· •
234	Seller: Letion M. Sweet	Edward & Felicia Sweet Rev Living Trust	Dated: 9/30/25
235	Seller: Luca Libri	Sweet Edward L, Trust	Dated: 9/30/205
236	Seller:	· · · · · · · · · · · · · · · · · · ·	Dated:
237	Seller:		Dated:
238		III DUNCON A OKANONI EDOMENIT	
239 240 241	A. As Buyer(s), I/we acknowledge the do by me/us by utilizing diligent attention and		ects that are known to me/us or can be known
242 243 244 245 246 247	are made only by the Seller and are nepertaining to the Property, or that may he Seller or Buyer. A financial institution or	ot the representations of any financial instituti nave or take a security interest in the Property, r real estate licensee is not bound by and has	ement and in any amendments to this statement ion that may have made or may make a loan , or of any real estate licensee engaged by the no liability with respect to any representation, ture statement required by this section or any
248 249	C. Buyer (which term includes all perso acknowledges receipt of a copy of this dis	ons signing the "Buyer's Acknowledgment" port sclosure statement (including attachments, if an	tion of this disclosure statement below) hereby ny) bearing Seller's signature(s).
250 251 252 253 254 255	THE PROPERTY AT THE TIME OF DISCLOBUSINESS DAYS FROM THE SELLER'S D	SURE. IF THE SELLER HAS FILLED OUT SECTION BELIVERY OF THIS DISCLOSURE STATEMENT TO IT OF REVOCATION TO THE SELLER DISAPPRO	HE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF N 2 OF THIS FORM, YOU, THE BUYER, HAVE FIVE O REVOKE YOUR OFFER BY DELIVERING YOUR IVING THE SELLER'S DISCLOSURE UNLESS YOU
256	BUYER HEREBY ACKNOWLEDGES RE	ECEIPT OF A COPY OF THIS SELLER'S PROP	PERTY DISCLOSURE STATEMENT.
257	Buyer:		Dated:
258	Buyer:		Dated:
259	Buyer:		Dated:

Form 3.1 \cdot Seller Property Disclosure Statement \cdot Version 2025-1

Page 6 of 6

Buyer: ______ Dated: _____

If Agent receiving disclosure statement for Buyer, Agent is to sign and date:

Date received by Agent _____

Real Estate Licensee

Real Estate Firm

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Sale Agreement #_____





2.6 LEAD-BASED HAZARD ADDENDUM

ITA	mes of Parties to this Agreement:		
Buye	er	Seller Edward & Felicia Sweet Rev Living T	rust
Buye	er	Seller Sweet Edward L, Trustee	
Buye		Seller Sweet Felicia M, Trustee	
Buye	er	Seller	
to 19 devel disab pregn based	1978 is notified that such property may present exploping lead poisoning. Lead poisoning in young collities, reduced intelligence quotient, behavioral prinant women. The Seller of any interest in resident dipaint hazards from risk assessments or inspection	nterest in residential real property on which a residential dw resure to lead from lead-based paint that may place your children may produce permanent neurological damage oblems, and impaired memory. Lead poisoning also pose fal real property is required to provide the Buyer with any as in the Seller's possession and notify the Buyer of any known ad-based paint hazards is recommended prior to purchase.	ng children at risk e, including learni s a particular risk information on lea own lead-based pa
By si	igning below, Buyer represents that Buyer has	read and understood this Lead Warning Statement.	
		conditions that cause exposure to lead from lead-conta es that would result in adverse human health effects.	minated dust, lea
Agen [•]		wwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwwww	
		along with this Form 2.6 Lead-Based Hazard Addendum,	Buver may termina
	Agreement at any point before Closing by delivering by delivering by ide the Lead-Based Hazard documents.	to Seller a Form 5.3 Buyer's Notice of Termination sta	
to pro If Buy Sale	ovide the Lead-Based Hazard documents. yer has received the EPA Pamphlet and this <i>Form</i>	to Seller a <i>Form 5.3 Buyer's Notice of Termination</i> sta 2.6 Lead-Based Hazard Addendum from Seller after Muturerminate the Agreement by delivering to Seller a <i>Form 5.</i>	ting that Seller faile
to pro If Buy Sale A	povide the Lead-Based Hazard documents. yer has received the EPA Pamphlet and this <i>Form</i> Agreement, Buyer will have 2 Business Days to <i>nination</i> stating that Seller provided Lead-Based H	to Seller a <i>Form 5.3 Buyer's Notice of Termination</i> sta 2.6 Lead-Based Hazard Addendum from Seller after Muturerminate the Agreement by delivering to Seller a <i>Form 5.</i>	ting that Seller faile
to pro If Buy Sale A Term By in	povide the Lead-Based Hazard documents. yer has received the EPA Pamphlet and this <i>Form</i> Agreement, Buyer will have 2 Business Days to nination stating that Seller provided Lead-Based Habitaling here, Buyer represents that Buyer has re eller Disclosure. Seller represents: Seller has knowledge that Property contains	to Seller a <i>Form 5.3 Buyer's Notice of Termination</i> sta 2.6 Lead-Based Hazard Addendum from Seller after Muturerminate the Agreement by delivering to Seller a <i>Form 5</i> . Exard documents after Mutual Acceptance.	ting that Seller failed all Acceptance of the seller seller failed all Acceptance of the seller seller seller failed all Acceptance of the seller sel
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Sale Agreement #_____





LEAD-BASED HAZARD ADDENDUM

- 8. Hazard Inspection Costs and Scheduling. Buyer shall be solely responsible for scheduling and paying all costs for Lead Hazard evaluation, lead-risk assessment or lead-paint inspections. Seller shall provide Buyer and Buyer's inspectors with reasonable access to the Property for the purposes of these assessments and inspections. Until Closing, or if this transaction is terminated for up to 10 Business Days after termination, upon Seller's request Buyer must provide a copy of any lead-related evaluation, assessment or inspection report requested by Seller
- 9. Buyer's Cancellation and Release. If Buyer is dissatisfied with Buyer's Lead-Based Paint and/or Lead Hazard evaluations, assessments or inspections, Buyer has until the end of the Lead Hazard Inspection Period or the end of the Due Diligence Period (unless Buyer has waived or released the Due Diligence Contingency), whichever is later, to agree in writing with Seller over repairs to remedy Lead-Based Paint or Lead Hazard deficiencies ("Lead Repairs"), or to terminate the Sale Agreement by giving Seller Form 5.3 Buyer's Notice of Termination, with all Earnest Money refunded to Buyer. Buyer's failure to terminate or to agree in writing with Seller over Lead Repairs by the deadline described in this Section constitutes Buyer's acceptance of the condition of the Property "as-is" with respect to Lead-Based Paint and Lead Hazards.
- 10. Agent Acknowledgement. By signing below, Seller's agent is acknowledging that Seller's Agent is aware that under 42 U.S.C. 4852d(4), Seller's Agent is required to ensure Seller's compliance with 42 U.S.C. 4852d, and Seller's Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d.
- 11. Certification of Accuracy. By signing below, the Buyer, Seller, and their respective agents certify that they have reviewed the information above and in the attachments and certify, to the best of their knowledge, that the information is true and accurate.

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[ATTACH FORM 10.3 PROTECT FAMILY FROM LEAD PAMPHLET TO THIS ADDENDUM IF PAMPHLET NOT ALREADY PROVIDED]