

**CONTRACT FOR REAL ESTATE  
LEGALLY DESCRIBED IN EXHIBIT "A" LOCALLY DESCRIBED AS 1116  
NORTH SHORE DRIVE, CLEAR LAKE, IOWA, 50428; (PARCEL NO.  
051147901500)**

**1. PARTIES IDENTIFIED.** This Agreement is between:

"Sellers"                      A&K Feed & Grain Co, Inc., an Iowa corporation;

and

"Buyers"                      As identified on the signature page of this Agreement.

**2. REAL ESTATE DESCRIPTION.** Buyers agree to buy and Sellers agree to sell the "Real Estate" located in Cerro Gordo County, Iowa, described and depicted in Exhibit "A" (and locally described as 1116 North Shore Drive, Clear Lake, Iowa 50428; Parcel no. 051147901500).

The exact legal description shall be as set forth in the Abstract to be provided at Sellers' expense.

**3. PRICE, PAYMENT TERMS, EARNEST MONEY, PLACE OF CLOSING, AND DATE OF CLOSING.**

- A. In addition to the additional terms as set forth below, the purchase price shall be \$\_\_\_\_\_.
- B. Ten percent (\$\_\_\_\_\_) shall be paid at this time in trust to Heiny Law Firm Trust Account and the balance (\$\_\_\_\_\_) shall be paid at the time of closing.
- C. The closing shall be at Heiny Law Firm, 11 4th Street N.E., Mason City, Iowa 50401 at such other place as the parties may agree, on the date of closing.
- D. The closing shall be on or before July 24, 2020, or as soon as reasonably possible thereafter.

**4. REAL ESTATE TAXES.** Sellers shall pay real estate taxes in the "customary fashion" to the date of closing, and any unpaid real estate taxes payable in prior years. By way of illustration, if closing occurs July 24, 2020, then Sellers shall pay that installment that is due September 30, 2020, and that becomes delinquent October 1, 2020, and that installment that is due March 31, 2021, and that

becomes delinquent April 1, 2021, and 24/181 of that installment that is due September 30, 2021, and that becomes delinquent October 1, 2021, all taxes payable thereon for prior years.

Buyers shall pay all subsequent real estate taxes. The parties shall "prorate" for those taxes not presently payable.

Any proration of real estate taxes shall be based on information available at the time of closing.

**5. SPECIAL ASSESSMENTS.**

- A. Sellers shall pay in full all special assessments which are a lien on the Property as of date of closing.
- B. All charges for solid waste removal, sewage and maintenance that are attributable to Sellers' possession, including those for which assessments arise after closing, shall be paid by Sellers.
- C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by Sellers through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Sellers.
- D. Seller shall pay all homeowner's association condominium assessments attributable to sellers' period of possession. Assessments shall be prorated based upon custom.
- E. Buyers shall pay all other special assessments.

**6. INSURANCE.** The parties shall insure their respective interests in the Real Estate until the day of closing in such amounts and with such coverages as the parties deem appropriate.

**7. RISK OF LOSS.** Sellers shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. Sellers agree to maintain existing insurance and Buyers may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void and any monies shall be returned to Buyers; provided, however, Buyers shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition before the closing date.

**8. CARE AND MAINTENANCE.** The Real Estate shall be preserved in its present condition and delivered intact at the time of closing.

**9. CONDITION OF PROPERTY.** Buyers state Buyers have inspected the Real Estate and accept the Real Estate "AS IS" and "WITH ALL FAULTS." This Contract is not contingent upon further inspections. Sellers will have no obligations to make improvements or to remove any materials now on site.

**10. POSSESSION.** If Buyers timely perform all obligations, possession shall be delivered at the time of closing, subject to the terms that follow.

11. **FIXTURES.** Except as limited below, included with the Property shall be:

- A. All fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants.
- B. Specifically included in the sale include: Jenn-Air electric stove top; Jenn-Air double oven; microwave; dishwasher; Beam central vacuum system; hot tub; ping pong table.
- C. **Notwithstanding anything to the contrary herein, specifically excluded from the sale is a Kinetico water softener system.**

The parties may by separate agreement make different arrangements including for the purchase of personal property items by Buyers.

12. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. **ABSTRACT AND TITLE.** Sellers, at Sellers' expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of execution of this Agreement and deliver the Abstract to Buyers for Examination. The abstract shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of Buyers when the purchase price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

14. **ENVIRONMENTAL AND OTHER MATTERS.**

- A. **GROUNDWATER HAZARD STATEMENT INFORMATION.** Sellers warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances or underground storage tanks located on the Property; that the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards; and that Sellers have done nothing to contaminate the Property with hazardous wastes or substances. Sellers warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Sellers shall also provide Buyers with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous waste and underground storage tanks on the Property unless disclosed here:  

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- B. **ENVIRONMENTAL CONDITIONS.** Buyers may at their expense, within thirty (30) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances,

conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, Buyers' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes, or other resolution of the matter reasonably satisfactory to Buyers. However, in the event Sellers are required to expend any sum in excess of \$1,000.00 to remove any hazardous materials, substances, conditions or wastes, Sellers shall have the option to cancel this transaction and refund to Buyers all monies paid and declare this Agreement null and void. The expense of any inspection shall be paid by Buyers. The expense of any action necessary to remove or otherwise make safe any hazardous materials, substances, conditions or wastes, shall be paid by Sellers, subject to Sellers' right to cancel this transaction as provided above.

- C. **TERMITE INSPECTION.** Buyers at their expense may have the Property inspected for termites or other wood destroying insects by a licensed pest inspector prior to closing. If active infestation or damage due to prior infestation is discovered, Sellers shall have the option of either having the Property treated for infestation by a licensed pest exterminator and having any damage repaired to the Buyers' satisfaction, or declaring this Agreement null and void and returning all monies to Buyers. This provision shall not apply to fences, trees, shrubs or outbuildings other than garages. Buyers may accept the Property in its existing condition without such treatment or repairs.

15. **DEED.** Upon payment of the purchase price, Sellers shall convey the Property to Buyers by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by Buyers.

16. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

17. **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.

18. **WAIVER OF LEAD-BASED PAINT CONTINGENCY.** This Agreement is not contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards and Buyers specifically waive any contingency regarding lead-based paint.

**19. REMEDIES OF THE PARTIES.**

- A. If Buyers fail to timely perform this contract, Sellers may forfeit this contract as provided in the Iowa Code, and all payments made shall be forfeited or, at Sellers' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

- B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

**20. ADDITIONAL TERMS.**

- A. Buyers are responsible for any fencing in accordance with Iowa state law.
- B. The aforementioned purchase price includes a 5% Buyer's premium (the "Premium") which shall be calculated as 5% of the final bid of Buyer. This amount shall be added to the final bid, for purpose of calculating the total purchase price as set forth in section 3 above.
- C. Sellers have no obligation to provide a Survey to Buyers. Buyers may, at their own expense, acquire a survey. However, nothing contained within the Survey shall excuse Buyer's performance.
- D. All future site clean-up shall be the responsibility of the Buyers. Buyers take subject to any such obligations, and acknowledge that Buyers have carefully and thoroughly inspected the Real Estate and are familiar with the premises.
- E. Buyers are purchasing the Real Estate AS IS AND WITH ALL FAULTS. Neither Sellers nor their Agents make any representations, expressed or implied, or warranties pertaining to the condition of the Real Estate.
- F. If in the future a site clean up is required, it shall be the expense of Buyers.
- G. Buyers are purchasing subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
- H. Steffes Group, Inc represents Sellers, and has no obligation to Buyers.

**21. CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**22. EXECUTION.** This Agreement may be executed upon separate copies and becomes effective when both parties have signed, whether on the same or separate copies of this Contract. Signatures which have been photocopied or sent by facsimile or "scanned" and sent by electronic delivery shall have the same force and effect as original signatures.

The balance of this page is intentionally left blank.

**SIGNATURE PAGE TO CONTRACT FOR REAL ESTATE  
LEGALLY DESCRIBED IN EXHIBIT "A" LOCALLY DESCRIBED AS 1116 NORTH SHORE  
DRIVE, CLEAR LAKE, IOWA, 50428; (PARCEL NO. 051147901500)**

**"Sellers"**

**A&K Feed & Grain Co, Inc**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Dale W. Schwade, President

Address: 14371 50<sup>th</sup> Street  
Lime Springs, Iowa 52155  
Email: akgrain@mchsi.com

**SIGNATURE PAGE TO CONTRACT FOR REAL ESTATE  
LEGALLY DESCRIBED IN EXHIBIT "A" LOCALLY DESCRIBED AS 1116 NORTH SHORE  
DRIVE, CLEAR LAKE, IOWA, 50428; (PARCEL NO. 051147901500)**

**"Buyers"**

Dated: \_\_\_\_\_

**Name:** \_\_\_\_\_  
**SSN/EIN:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

**Name:** \_\_\_\_\_  
**SSN/EIN:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
\_\_\_\_\_

**Attorney for Buyers:**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
\_\_\_\_\_

**Lender for Buyers:**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT "A" TO CONTRACT FOR REAL ESTATE**

PARCEL "A" LOCATED IN THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION ELEVEN (11), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5<sup>TH</sup> P.M., CLEAR LAKE, CERRO GORDO COUNTY, IOWA AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED JANUARY 24, 1995 AND FILED MARCH 3, 1995 AS DOCUMENT NO. 9501216, EXCEPT PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHEAST (SE¼) OF SECTION ELEVEN (11), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY-TWO (22) WEST OF THE FIFTH P.M., CLEAR LAKE, CERRO GORDO COUNTY, IOWA AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED FEBRUARY 27, 1995 AND FILED MARCH 3, 1995 AS DOCUMENT NO. 9501215

LOCAL ADDRESS IS: 1116 NORTH SHORE DRIVE, CLEAR LAKE, IOWA

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## 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 of inspection for possible lead-based paint hazards is recommended prior to purchase.

### SELLER'S DISCLOSURE.

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller (check (i) or (ii) below):
- (i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the house.

### Buyer's Acknowledgment (initial)

\_\_\_\_\_ By execution of this disclosure, Buyer acknowledges receipt of copies of all information listed above including receipt of the pamphlet, Protect Your Family from Lead in Your Home.

This agreement is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until 5 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [Insert date 10 days after contract ratification or a date mutually agreed upon]. (*Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information*). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within \_\_\_\_\_ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to closing. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have \_\_\_\_\_ days to respond to the counter-offer to remove this contingency and take the property in "as is" condition or this agreement shall become void. The Buyer may remove this contingency at any time without cause.

\_\_\_\_\_ Buyer hereby waives this contingency. (initial).

### AGENT'S ACKNOWLEDGMENT (initial).

- (f) \_\_\_\_\_ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### CERTIFICATION OF ACCURACY.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

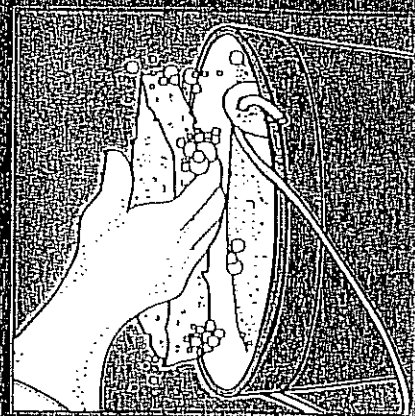
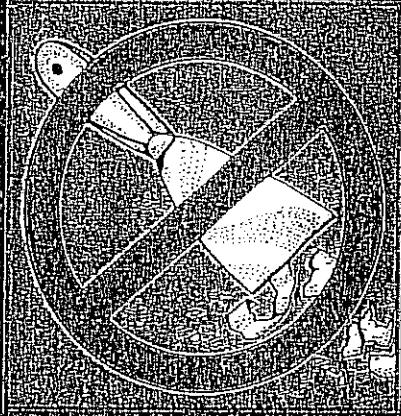
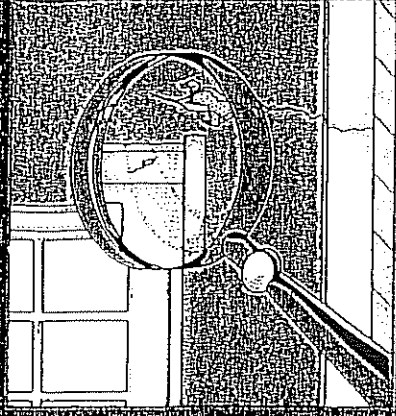
Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

Agent \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

## Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



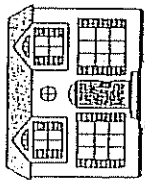
# Protect Your Family From Lead In Your Home



Recycled/Recyclable  
Printed with vegetable oil based inks on recycled paper  
(minimum 50% post-consumer) process chlorine free.

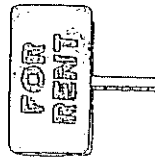
## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

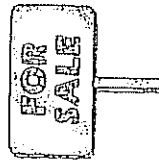


**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

## CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

**Eastern Regional Center**  
Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

**Western Regional Center**  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

**Central Regional Center**  
Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, R. 3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-89-001  
June 2003

## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-81)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

### Childhood lead poisoning remains a major environmental health problem in the U.S.

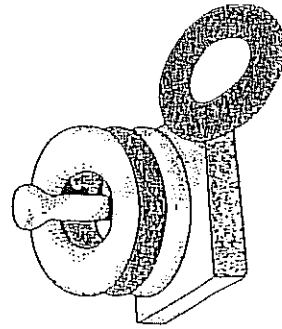
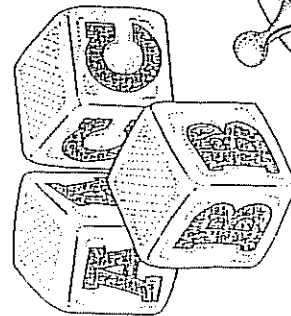
- ◆ People can get lead in their body if they:
  - ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
  - ◆ Put their hands or other objects covered with lead dust in their mouths.
  - ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## For More Information

### The National Lead Information Center

Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards.

To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

### EPA's Safe Drinking Water Hotline

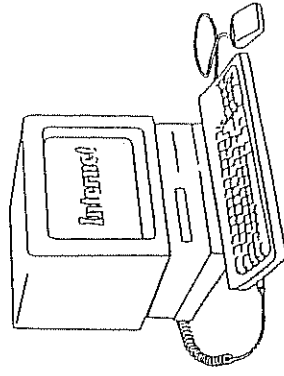
Call 1-800-426-4791 for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).

### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at 1-800-424-LEAD.



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

## Other Sources of Lead



- ◆ Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

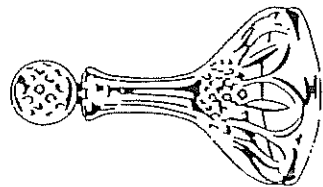
While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

- ◆ The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.



- ◆ Old painted toys and furniture.
- ◆ Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- ◆ Lead smelters or other industries that release lead into the air.
- ◆ Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



## Lead's Effects

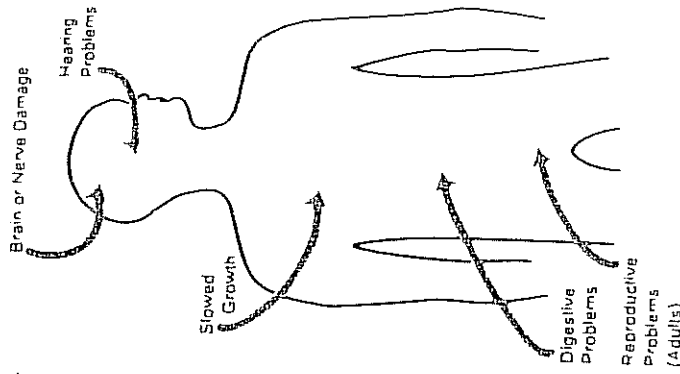
It is important to know that even exposure to low levels of lead can severely harm children.

- ◆ In children, lead can cause:
  - ◆ Nervous system and kidney damage.
  - ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
  - ◆ Speech, language, and behavior problems.
  - ◆ Poor muscle coordination.
  - ◆ Decreased muscle and bone growth.
  - ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

- ◆ In adults, lead can cause:
  - ◆ Increased chance of illness during pregnancy.
  - ◆ Harm to a fetus, including brain damage or death.
  - ◆ Fertility problems (in men and women).
  - ◆ High blood pressure.
  - ◆ Digestive problems.
  - ◆ Nerve disorders.
  - ◆ Memory and concentration problems.
  - ◆ Muscle and joint pain.



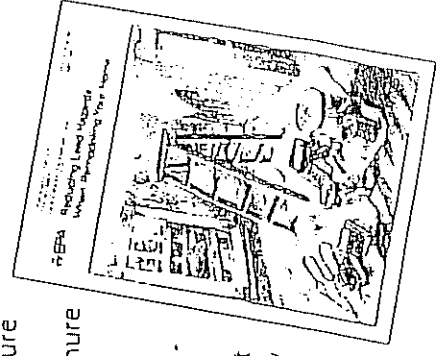
Lead affects the body in many ways.

## Remodeling or Renovating a Home With Lead-Based Paint

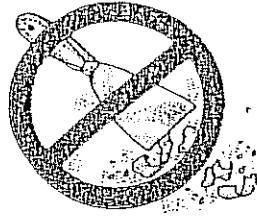
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



## Where Lead-Based Paint Is Found

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

In general, the older your home, the more likely it has lead-based paint.

## Checking Your Family for Lead

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan. Your doctor can explain what the test results mean and if more testing will be needed.

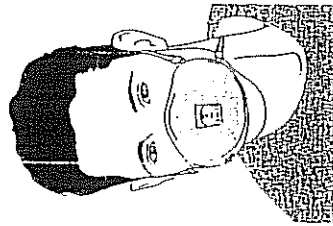
Get your children and home tested if you think your home has high levels of lead.



## Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

## Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
  - ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.
- Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

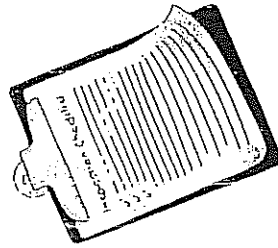
## Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

- You can get your home tested for lead in several different ways:
- ✦ A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
  - ✦ A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
  - ✦ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.
- Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.
- ✦ Visual inspection of paint condition and location.
  - ✦ A portable x-ray fluorescence (XRF) machine.
  - ✦ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.



## What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ✦ If you rent, notify your landlord of peeling or chipping paint.
- ✦ Clean up paint chips immediately.
- ✦ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ✦ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ✦ Wash children's hands often, especially before they eat and before nap time and bed time.
- ✦ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ✦ Keep children from chewing window sills or other painted surfaces.
- ✦ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ✦ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

