



**IMPORTANT NOTICE: A \$25 FILING FEE MUST ACCOMPANY THIS APPEAL, WITHIN THE DEADLINE REFERENCED BY THE BILL.**

Checks should be made payable to: City of Milwaukee and a copy of the bill should be included with your appeal

**IMPORTANT NOTICE FOR CUSTOMERS PAYING BY CHECK**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account, or to process the payment as a check transaction.

**IF THE CHARGES HAVE ALREADY APPEARED ON YOUR TAX BILL, THIS APPEAL CANNOT BE FILED**

**PLEASE READ CAREFULLY:**

This Board may only determine if the City Department followed proper administrative procedures. It cannot hear appeals as to whether a Building Order is valid or not (those must be appealed to the Standards and Appeals Commission).

TO: Administrative Review Appeals Board  
City Hall, Rm. 205  
200 E. Wells St.  
Milwaukee, WI 53202  
(414) 286-2231

DATE: 03/14/2022

RE: 4212 N 52<sup>ND</sup> ST.  
(Address of property in question)

Under ch. 68, Wis. Stats., s. 320-11 of the Milwaukee Code of Ordinances, this is a written petition for appeal and hearing.

I am appealing the administrative procedure followed by Dept. of Neighborhood Services  
(Name of City Department)

Amount of the charges \$ 254.00

Charge relative to: Vacant building inspection fees

I feel the City's procedure was improper due to the following reasons and I have attached any supporting evidence, including city employee's names/dates which I spoke to regarding this issue and copies of any city orders received:

Lisbon Ventures, LLC acquired 4212 N 52<sup>ND</sup> ST.  
on 02/21/2020.

Lisbon Ventures, LLC signed a lease agreement  
and contract with Milwaukee County housing tenant  
on 06/01/2020. That occupant has resided in  
the building since that date.

Lauren Swierbinski  
Signature

Lauren Swierbinski  
Name (please print)  
3130 Finley Rd. Suite 510-A  
Mailing address and zip code  
Downers Grove, IL 60515  
(312) 385-0449  
Daytime phone numbers

lauren@prorentalsolution.com  
E-Mail Address(s)

**RESIDENTIAL LEASE**



This Agreement for the lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

**PARTIES**

TENANT(S) Darlene C. Jones

LANDLORD Name: Lisbon Ventures, LLC

Address: 3130 Finley Rd., Suite 510-A, Downers Grove, IL 60515

Landlord's Agent for maintenance, management, service of process and collection of rent - (Note in "Special Conditions" if more than one agent)

Name: RPM Partners, LLC

Address: \_\_\_\_\_

**PREMISES**

PREMISES Street Address: 4212 N 52nd St.

City/State/Zip: Milwaukee, WI 53216

**TERM**

Apartment/Unit/No.: N/A RENTAL TERM: 1-year

First Day of Term: June 1, 2020 Last Day of Term: May 31, 2021

This agreement is only for the stated term and is NOT automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental term.

**UTILITIES**

Tenant must pay all utility charges that are separately metered or subject to cost allocation, as follows:

Utility Charges	Electric	Heat	Water Bill	Unit Gas	Air Conditioning	Hot Water	Trash / Recycling
Included in Rent			X				X
Separately Metered	X	X		X	X	X	
Cost Allocation *							

\* See Special Conditions.

**RENT**

Rent Amount \$ 900.00 per month due on or before the 1st day of each month. Rent checks shall be made payable to (Landlord) (Landlord's Agent) ~~(STRIKE ONE)~~ and mailed or delivered to (Landlord) (Landlord's Agent) ~~(STRIKE ONE)~~. ALL TENANTS, IF MORE THAN ONE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ALL PAYMENTS DUE UNDER THIS AGREEMENT.

**SECURITY DEPOSIT**

Upon execution of this Agreement, Tenant agrees to pay a security deposit in the amount of \$ N/A to be held by \_\_\_\_\_. The deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant surrenders the Premises. Tenant is responsible for giving Landlord his/her new address. Surrender shall occur on the last day of the term provided in this Rental Agreement, subject to the exceptions described in Wis. Admin. Code § ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held by Tenant, such as keys, garage door openers, etc.

**CHECK-IN REPORT**

Tenant acknowledges receipt of Landlord's check-in report which tenant agrees to complete and return to Landlord by the 8th day of the tenancy. Tenant may request, in writing, a list of physical damages and defects charged to the previous tenant's security deposit no later than the 8th day of the tenancy.

**SPECIAL CONDITIONS**

Special Conditions:

Owner provides stove and fridge  
Tenant pays \$300 non-refundable move in fee

**LANDLORD'S RIGHT TO ENTER**

Landlord may enter the Premises occupied by the Tenant, at reasonable times with at least 12 hours advance notice, to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice upon consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is necessary to protect the Premises or the building in which they are located from damage.

**ABANDONMENT**

If Tenant unjustifiably removes from the Premises before the last day of the rental term, Tenant shall be liable for all rent due under this Agreement through the last day of the term, plus damages incurred by Landlord, and less any net rent received by Landlord in re-renting the premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to Landlord, Landlord may, in Landlord's sole discretion, deem that Tenant has removed from the Premises and proceed to re-rent the Premises. If Tenant leaves personal property behind, Landlord shall have the right to dispose of the property as provided by law or per any written property lien agreement.

**SALE OF PROPERTY**

Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this Agreement are expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord's obligations under this Agreement.

**LEAD-BASED PAINT PROVISIONS** (Applicable only if the Premises is a "target property" constructed before 1978.)

Tenant has received, read and understands Landlord's lead-based paint (LBP) disclosures and the *Protect Your Family From Lead In Your Home Pamphlet* (Pamphlet). Tenant agrees to follow the practices recommended in the Pamphlet in order to protect Tenant and other guests and occupants from injuries caused by exposure to lead. Tenant shall immediately notify the Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet.

**TENANT RULES & OBLIGATIONS USE**

During the lease term, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
2. To NOT make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Premises or the building of which they are a part.
3. To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy.
4. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.
6. To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the premises.
7. To keep the Premises in clean and tenable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.
8. To maintain a reasonable amount of heat in cold weather to prevent damages to the premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
  - a. Paint upon, attach, exhibit, or display in or about the Premises any sign or placard.
  - b. Alter or redecorate the Premises.
  - c. Drive nails, licks, and screws or apply other fasteners on or into any wall, ceiling, floor, or woodwork of the Premises.
  - d. Attach or affix anything to the exterior of the Premises or the building in which it is located.
10. To NOT permit any guest or invitee to reside in the Premises without prior written consent of Landlord.
11. To be responsible for all acts of negligence or breaches of this agreement by Tenant and Tenant's guests and invitees, and to be liable for any resulting property damage or injury.
12. To NOT assign this Agreement nor sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Agreement.
13. To vacate the Premises at the end of the term, and immediately deliver the keys, garage door openers, parking permits, etc., and the Tenant's forwarding address to the Landlord.

**PETS GOVT. REG.**

**MAINTENANCE**

**IMPROVEMENTS**

**GUESTS NEGLIGENCE**

**VACATION OF PREMISES**

**RULES**

Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to signing this Agreement. Any failure by Tenant to comply with the rules is a breach of this Agreement.

**DAMAGE BY CASUALTY**

If the Premises are damaged by fire or other casualty to a degree that renders them untenantable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains, rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. If repairs are not made, this Agreement shall terminate. If the Premises are damaged to a degree which does not render them untenantable, Landlord shall repair them as soon as reasonably possible.

**CODE VIOLATIONS CONDITIONS AFFECTING HABITABILITY**

The Premises and the building of which they are a part are NOT currently cited for uncorrected building or housing code violations unless a copy of any such notices of uncorrected code violations are attached to this Agreement. The Premises do NOT contain any of the following conditions adversely affecting habitability unless listed under Special Conditions: No hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

**SMOKE DETECTOR NOTICE**

*Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. State law further requires that THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL. The Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. MAINTENANCE SHALL INCLUDE THE PROVISION OF NEW BATTERIES, AS NEEDED.*

**AGENCY NOTICE**

Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord.

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

Attachments checked below are attached to this Rental Agreement and incorporated herein by reference.

Attachment	✓ Check	Attachment	✓ Check
Guarantee/Renewal/Assignment/Sublease		Code Violations	
Rules and Regulations		Real Estate Agency Disclosure	
Lead-Based Paint Disclosure & Pamphlet	✓	Other: RPM Addendum	✓
Nonstandard Rental Provisions		Other:	

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on June 1, 2020

LANDLORD: *Tina M. by [Signature]*

TENANTS: \_\_\_\_\_

TENANTS: *Darlene [Signature]*

\_\_\_\_\_

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

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 \_\_\_\_\_, Wisconsin.

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 (X) \_\_\_\_\_ (Date) ▲  
26 (ALL Sellers' signatures)▲ Print Names Here ▶ \_\_\_\_\_ (Date) ▲

27 **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**  
28 (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,  
29 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.)  
30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated  
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this  
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.  
33 (1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information  
34 pamphlet. Such pamphlets include the EPA document entitled Protect Your Family From Lead In Your Home (EPA  
35 #747-K-94-001) or an equivalent pamphlet that has been approved for use in this state by EPA.  
36 (2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based  
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional  
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the  
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based  
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).  
41 (3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any  
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available  
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any  
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis  
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or  
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).  
47 (4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports  
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.  
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports  
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or  
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.  
52 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer  
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting  
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

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

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

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
 60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead  
 61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,  
 62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to  
 63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on  
 64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known  
 65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to  
 66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of  
 68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the  
 69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information  
 70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination  
 71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint  
 72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

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

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt  
 77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

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

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

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)  
 86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

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

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

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (referred  
 93 to in the singular whether one or more).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint; and (2) the provision  
 95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square  
 97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated  
 99 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  
 112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

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.  
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) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's  
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received  
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment  
152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their  
154 knowledge, that the information provided by them is true and accurate.

155 (X) \_\_\_\_\_ (Date) ▲  
156 (ALL Buyers' signatures)▲ Print Names Here ▶  
157

158 This Addendum S is incorporated into Buyer's Offer to Purchase dated \_\_\_\_\_

159 Buyers' Initials \_\_\_\_\_ Sellers' Initials \_\_\_\_\_



Offices in Lemont, IL – Westmont, IL – Milwaukee, WI

RPM Partners, LLC  
106 Stephen St. LL10  
Lemont, IL 60439

### ADDENDUM TO LEASE AGREEMENT

This addendum is a permanent, legal addition to the lease agreement between Lisbon Ventures, LLC & Darlene C. Jones for the property location at 4212 N 52nd St, Milwaukee, WI 53216

Failure to follow the term of this addendum may be considered a breach of contract and grounds for legal action against tenant.

1. **RENT:** Rent is due on or before the FIRST day of the month. Payment may be made via cash, cashier's check, or money order payable to the landlord names on the lease agreement. Credit cards and debit cards are NOT accepted forms of payment.
  - a. A late fee equal to \$30.00 will be imposed if any portion of rent is postmarked or deposited after the SEVENTH day of the month. A late fee will be imposed for any month your account has an unpaid rent balance after the SEVENTH day of the month.
  - b. **IF YOU CHOOSE TO DEPOSIT RENT INTO A CHASE BANK BUSINESS ACCOUNT, YOU MUST SEND A COPY OF YOUR DEPOSIT RECEIPT TO TIM REZEK (630)740-6060, SO VERIFICATION OF THE PAID RENT CAN BE DONE.**  
Initials DJ
2. **SECURITY DEPOSIT:** Tenant may not use the security deposit as payment of any month's rent without prior written landlord approval.
  - a. The security deposit, less any amounts properly withheld, will be sent to the tenant's last known address within 21 days after the tenant surrenders the leased premises. If any portion of the deposit is withheld, landlord will provide accompanying itemized statement specifically describing any damage and accounting for any amount properly withheld. The reasonable cost of repairing any waste, neglect, or damages for which tenant is responsible, normal wear and tear expected, may be deducted from the security deposit. Tenant has eight days from the beginning of the lease term to notify the landlord of any damages or defects existing prior to tenant's occupancy, and to request a list of physical damages charged to the previous tenant's security deposit. No deduction shall be made for any damage or defect of which written notification was given with in the time stated that is not repaired during the tenancy.
  - b. The security deposit refund will be mailed to the tenant in the form of one check made payable to all tenants who are parties to the lease agreement, unless tenants designate a payee in writing. It is the tenant's responsibility to leave a forwarding address prior to lease expiration or termination. Objections to security deposit deductions may be made in writing to the management office.

Tenant Signature/Date

Darlene Jones 6-1-2020

RPM Partners LLC  
106 Stephen St., LL10  
Lemont, IL 60439

Phone: (630)740-6060  
Fax: (630) 929-8016



3. **MOVE-IN:** Landlord agrees to deliver and maintain the leased premises in a fit and habitable condition in accordance with local codes.
  - a. In the event prior tenancy results in deterioration of the condition of the leased premises, tenant hereby agrees to fully cooperate with landlord in the facilitation of any repairs and/or cleaning required.
  - b. If tenant believes additional cleaning is needed upon move-in, tenant agrees to request landlord to perform any additional cleaning within 24 hours of obtaining keys.
  - c. Landlord agrees to clean the leased premises and repair any damages caused by the prior tenant within a reasonable time.
  - d. Landlord does not agree to any form of compensation for repairs or cleaning completed by tenant unless written permission is first given by landlord for the work prior to tenant commencing any such work.
  - e. Tenant agrees that no improvements or repairs to the leased premises have been promised unless they are specifically outlined in writing.
4. **DISTURBANCE/VISITOR POLICY:** Tenant agrees to maintain a reasonable level of noise at all times of the day and night, so as not to disrupt neighboring apartments or houses. Tenant shall fully cooperate with all other tenants in the building to maintain a peaceful atmosphere at all times. Any visitors or invitees staying longer than 3-days must receive consent from management. Market (cash) tenants are not allowed to house any other occupants that are not listed on the RPM application. Tenants under section 8 are only allowed to house occupants listed on your section 8 contract. Failure to comply with this will result in management contacting the City and/or Section 8.  
Initials   DJ
5. **APPLIANCES/FURNITURE:** Tenant acknowledges that any appliances/furniture owned by the landlord shall remain in the interior of the leased premises at all times. Damages occurred to the appliances/furniture will be the responsibility of the tenant and appliances/furniture will NOT be replaced by the landlord, nor will landlord replace appliances/furniture of mechanical failure occurs. If the refrigerator and/or freezer quit working, tenant agrees to notify the landlord immediately. Tenant agrees to keep their food from spoiling until such time as the appliance can be repaired. Landlord will not be responsible for the loss of food.
  - a. Any furniture placed on porches, patios, or balconies must be appropriate outdoor furniture.
6. **CLEANLINESS:** Tenant shall maintain all interior and exterior areas of the leased premises in a clean and sanitary condition, free from debris, garbage and physical hazards. Tenant agrees to perform routine cleaning throughout the leased premises on a regular basis. Routine cleaning includes, but is not limited to, vacuuming any carpet, sweeping and washing floors, scrubbing the tub/shower, scrubbing the toilets and sinks, dusting, washing dishes, discarding and removing trash, and cleaning the interior and exterior of all appliances.
7. **TRASH:** All trash must be bagged, kept in tightly sealed containers, and placed outside for pick-up no sooner than 12 hours before the assigned pick-up day. If a dumpster is provided,

Tenant Signature/Date   Darlene Jones 6-1-2020  

RPM Partners LLC  
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- f. The cost of repair of any damage to the leased premises or building will be charges to the tenant at professional rates for supplies and labor. Landlord may require payment at any time, including advance payment for repairs for which tenant is liable.
12. Tenant agrees to immediately inform landlord of any hazardous or potentially hazardous conditions which may develop or has developed in, near, or around the leased premises and/or the building which may cause injury to persons or damage to property.
13. **MAINTENANCE:** Maintenance requests should be made in writing or should be called in management. Please note that should a maintenance appointment be scheduled and the tenant is not present to allow entry to the maintenance technician, a \$25 fee will be assess to the tenant. The following numbers should be contacted for repair request to management.

AJ (630) 669-5105

Brian (630) 901-2052

Initials DJ

14. **KEYS:** Should tenant lose the key to their unit and landlord must change the locks, the tenant will be charged a \$75 replacement fee for the first door and \$50 fee for each door after. You will also be charged a \$30 fee for each time someone must come to the property, in the event you are locked out of the building or your unit.
15. **UTILITIES:** When tenant is responsible for payment of utilities, tenant shall notify the utility company regarding connection and discontinuation of utility service, and tenant agrees to maintain service concurrent with the lease term.
- Gas Account # \_\_\_\_\_  
Electric Account # \_\_\_\_\_  
Water Account # \_\_\_\_\_
16. **SECURITY:** Tenant agrees to keep the leased premises' door locked at all times, except when entering and leaving and not to allow any unauthorized individuals in the building. Tenant agrees to hold the landlord harmless for the bad acts of third parties, except when caused by the negligent acts or omissions of the landlord.
17. **PARKING:** A parking contract must be entered into between the landlord and tenant before parking is allowed on the property.
- No vehicles or mopeds may be parked on the lawn.
  - No inoperative vehicles (including vehicles with flat tires, non-current license plates, or abandoned), recreational vehicles, boats or trailers are permitted on the property at any time. Vehicle repair is prohibited on the property.
  - Failure to remove such vehicle, boat, or trailer after notice may be deemed a material breach of the lease and is also a \$50 daily charge from date of notification until such vehicle, boat, or trailer is removed from the property.

Tenant Signature/Date Darlene James 6-1-2020

RPM Partners LLC  
106 Stephen St., LL10  
Lemont, IL 60439

Phone: (630)740-6060  
Fax: (630) 929-8016



18. **LANDSCAPING/SNOW REMOVAL:** Tenant agrees to keep lawn mowed at least twice a month and agrees to keep all sidewalks, driveways, walkways, porches, etc... salted and free of any ice and snow. Should landlord have to send a landscaping crew to mow grass or shovel snow, tenant will be charged a \$50 service fee.
19. **PEST CONTROL (BED BUGS):** Tenant agrees to notify Landlord immediately upon detection of Bed Bugs. Landlords are responsible for managing bed bugs in units and common areas of the rented multi-unit dwellings. Within five business days of a tenant's written notice that the unit may be infested, landlords must have the unit inspected, per lease terms, by a licensed pest control professional or person with sufficient knowledge of bed bugs. If the inspector discovers evidence of bed bug activity, within five business days of the inspection the landlord must contract with a licensed professional pest management company or certified non-commercial technician, i.e., one who is at least minimally certified, to apply treatment in compliance with the principles of integrated pest management. Tenants must grant access to their unit for purposes of pest inspection and treatment. Tenants who knowingly do not provide prompt notification, access and preparation, as specified by their landlord, may be subject to monetary fines levied by the local health department.
- \*\*NOTE\*\*:** Landlords and tenants of single-unit, detached rental properties shall be exempted from compliance with the above recommendations. It shall be the tenant's responsibility to have unit inspected and treated promptly within 5-days of bed bug detection. The Landlord must still be notified and written permission given to the tenant to have a pest management company inspect and treat the unit.

Darlene Jones 6-1-2020  
Tenant/Date

L  
Tenant/Date

\_\_\_\_\_  
Tenant/Date

Timothy Lopez 6/1/20  
Property Manager/Date

Tenant Signature/Date Darlene Jones 6-1-2020

RPM Partners LLC  
106 Stephen St., LL10  
Lemont, IL 60439

Phone: (630)740-6060  
Fax: (630) 929-8016

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

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor'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)  Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) D. J. Lessee has received copies of all information listed above.

(d) D. J. Lessee has received the pamphlet *Protect Your Family from Lead In Your Home*.

**Agent's Acknowledgment (initial)**

(e)  Agent has informed the lessor of the lessor'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.

<u>Timothy Smith</u>	<u>6/1/20</u>	_____	_____
Lessor	Date	Lessor	Date
<u>Darlene Jones</u>	<u>6-1-2020</u>	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

REAL ESTATE CLOSING STATEMENT

Seller(s): F Street Investments, LLC

Closing date: February 21, 2020  
Closing time: 9:00 AM

Buyer(s): Lisbon Ventures LLC

Closing location:  
Land Title Services, Inc.  
7700 West Bluemound Road  
Wauwatosa, Wisconsin 53213-3440

Property Address: 4212 North 52nd Street, Milwaukee, WI

Settlement with Buyer

<b>1. CHARGE BUYER</b>		
Purchase Price		28,000.00
Total Buyer Charges:		\$28,000.00
<b>2. CREDIT BUYER</b>		
City Taxes	01/01/2020 to 02/21/2020 based on \$792.20	110.39
snow/ice removal	01/01/2020 to 02/21/2020 based on \$41.20	5.74
Total Buyer Credits:		\$116.13
<b>3. BALANCE DUE TO SELLER FROM BUYER</b>		
		\$27,883.87
<b>4. OTHER CHARGES TO BUYER</b>		
marked up commitment	Land Closing Services, Inc.	450.00
Recording Fees	Land Title Recording Account	35.00
Total Buyer Charges:		\$28,068.87
<b>5. CREDIT DOWN PAYMENT</b>		
		\$1,000.00
<b>6. TOTAL DUE FROM BUYER AT CLOSING:</b>		
		\$27,068.87

*26,918.87*  
~~\$27,068.87~~

Settlement with Seller

<b>7. BALANCE DUE SELLER (FROM LINE 3 ABOVE)</b>		
		\$27,883.87
<b>8. CHARGES TO SELLER</b>		
Realtor Commission	MKE Realty Group, LLC(1.00)/Remax Realty 100(672.00)	673.00
Settlement or closing fee	Land Closing Services, Inc.	200.00
Owner's title insurance	Land Title Services, Inc.	514.00
wire fee - proceeds	Land Closing Services, Inc.	30.00
special assessment letters	Land Title Services, Inc.	145.00
GAP	Land Title Services, Inc.	125.00
State tax/stamps	Land Title Recording Account	84.00
2019 tax balance	City of Milwaukee Treasurer	1,193.34
final water/sewer bill	Milwaukee Water Works	236.18
Total Seller Charges:		\$3,200.52
<b>9. NET PROCEEDS DUE TO SELLER AT CLOSING:</b>		
		\$24,683.35

To accelerate the Recording process Land Closing Services will be E-Recording all documents. All REGISTER OF DEEDS checks should be made payable to LAND TITLE RECORDING ACCOUNT. The recording fee will be \$35.00 per document. MKE Realty to bring Excess earnest money of \$999 to closing payable to Land Closing Services.

Land Closing Services, Inc. relies on information provided by outside sources and cannot guarantee the accuracy of such information. This statement is acknowledged and accepted by the undersigned parties as correct and each party agrees to make adjustments as necessary after the closing to correct any errors herein. By your signature below, you agree to hold Land Title Services, Inc. and Land Closing Services, Inc. harmless from any and all claims and/or losses in relation to this statement.

This statement acknowledged and accepted:

Seller \_\_\_\_\_  
by Scott Lunde, Authorized member

Buyer *Cliff M. [Signature]*, authorized agent  
Lisbon Ventures LLC

Seller \_\_\_\_\_

Buyer \_\_\_\_\_

Prepared For: MKE Realty Group  
Closing Officer: Michelle Kollath  
Telephone #: 414-755-1010  
File #: 20400276M

**REAL ESTATE CLOSING STATEMENT**

**Seller(s):** F Street Investments, LLC

**Closing date:** February 21, 2020  
**Closing time:**

**Buyer(s):** Liebon Ventures LLC

**Closing location:**  
Land Title Services, Inc.  
7700 West Bluemound Road  
Wauwatosa, Wisconsin 53213-3440

**Property Address:** 4212 North 52nd Street, Milwaukee, WI

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snow/ice removal	01/01/2020 to 02/21/2020 based on \$41.20	5.74
Total Buyer Credits:		\$116.13
<b>3. BALANCE DUE TO SELLER FROM BUYER</b>		<b>\$27,883.87</b>
<b>4. OTHER CHARGES TO BUYER</b>		
Recording Fees	Land Title Recording Account	35.00
Total Buyer Charges:		\$27,918.87
<b>5. CREDIT DOWN PAYMENT</b>		\$1,000.00
<b>6. TOTAL DUE FROM BUYER AT CLOSING:</b>		<b>\$26,918.87</b>
Settlement with Seller		
<b>7. BALANCE DUE SELLER (FROM LINE 3 ABOVE)</b>		<b>\$27,883.87</b>
<b>8. CHARGES TO SELLER</b>		
Realtor Commission	MKE Realty Group, LLC(1.00)/Remax Realty 100(672.00)	673.00
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This statement acknowledged and accepted:

Seller   
by Scott Lurie, Authorized member

Buyer \_\_\_\_\_  
Liebon Ventures LLC

Seller \_\_\_\_\_

Buyer \_\_\_\_\_

Prepared For:  
Closing Officer:  
Telephone #:  
File #

MKE Realty Group  
Michelle Kollath  
414-755-1010  
20400275M

## Receipt of A.R.A.B. Appeal Fee

Date:	3/21/22
Received Of:	Lauren Swierbinski
Property at:	4212 N. 52 <sup>nd</sup> St.
Received By:	LME
Check # (If Applicable):	1084
Amount:	\$25.00