



Beverly-Hanks
REALTORS

SUPPLEMENTAL ADDENDUM

Property Address: 69 Cold Stream Way, Hendersonville, NC 28791 (Property)

Seller(s): Brenda Pitts, Howard Pitts

Buyer(s): _____

1. AREA REGIONAL AIRPORTS: Buyer(s) acknowledge awareness of and possible noise associated with regional airports in Western North Carolina. Many types of Aircraft operate from these regional airports with varying traffic patterns depending on the wind and weather conditions. Types of aircraft include, but are not limited to: commercial airlines, privately owned planes, hospital helicopters and military aircraft. The three main airports are:

- The Asheville Regional Airport: P.O. Box 817, Fletcher, NC 28732; 828.684.2226; Located Near Interstate 26, mile marker 40
- The Hendersonville Airport: 1232 Shepherd Street, Hendersonville, NC 28792; 828.693.1897; Located at 1232 Shepherd Street, Hendersonville, NC 28792
- The Transylvania County Airport: P.O. Box 1390, Etowah, NC 28729; 828.877.5801; Located on Old Hendersonville Road, Penrose, NC

2. RAILROAD TRACKS AND TRAINS: Buyer acknowledges awareness of and possible noise associated with trains traveling through Western North Carolina. Buyer is advised to seek out those, which they feel may adversely affect the Property being purchase. Such investigation shall be complete prior to the expiration of the Due Diligence period in 1(j) of the attached Offer to Purchase and Contract.

3. INTERSTATES & ROADWAYS: Buyer acknowledges awareness of possible noise associated with road traffic. Buyer is advised to seek out information from the NCDOT <http://www.ncdot.gov/projects> or other governmental bodies controlling traffic, traffic patterns or pending road projects that might adversely affect the Property being purchased. Such investigation shall be complete prior to the expiration of the Due Diligence period in 1(j) of the attached Offer to Purchase and Contract.

4. MEGAN’S LAW: Buyer should exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 14 of the North Carolina General Statutes (NCGS 14-208.5 et seq.). Such information may be obtained by contacting the local Sherriff’s Department or on the internet at <http://sexoffender.ncsbi.gov/>

5. LAND USE ORDINANCE: Buyer acknowledges awareness of local, incorporated municipalities, county, state and federal governmental laws, ordinances and regulations as well as Owner’s Association bylaws, and covenants that may affect the Buyer’s intended use or development of the Property being purchased. The Buyer’s agent may assist in providing resources for obtaining relevant information regarding such; however the Buyer solely accepts responsibility for investigation and verification of any and all issues related to compliance with any local, incorporated municipalities, county, state and governmental laws, ordinances and regulations relative to environmental, zoning, subdivision, occupancy use, construction or development of the subject property which may affect the Buyer’s intended use or development of the Property being purchased. Such investigation shall be complete prior to the expiration of the Due Diligence period in 1(j) of the attached Offer to Purchase and Contract.

6. LANDSLIDES: Buyers acknowledge that the geography of Western North Carolina consists of mountainous terrain where landslides are possible. Buyers are advised to exercise due diligence and investigate soil stability to their sole satisfaction. The North Carolina Geological Survey has prepared maps that document Landslides in Western North Carolina. <https://unca.maps.arcgis.com/apps/webappviewer/index.html?id=e9f79de934f24e40a71bab8db8050612/>. Additional Resources include Buncombe County GIS which hosts some of this information under the layers “Debris Flow Pathways” and “Stability Index Map”. Appalachian Landslide Consultant Mapping (a private company) has prepared Landslide Hazard Maps for: Parts of Haywood, and Jackson Counties. Such investigation shall be completed prior to the expiration date of the Due Diligence period in 1(j) of the attached Offer to Purchase and Contract.

7. STEEP SLOPE: Buyer acknowledges that local municipalities regulate the building and subdivision of steep slopes in Western North Carolina. Regulations include limits to grading, disturbances, requirements for geo-technical engineering reports, amount of impervious surface that can be created, density limits, and subdivision restrictions. Buyer is advised to check with the planning department of the governmental jurisdiction in which the property is located to see if the Property is restricted by steep slope regulations.

Buyers Initials _____

Seller Initials BP HP

8. REGISTERED ENVIRONMENTAL SITE: Property may be bordered by or located near a site that is recognized as having environmental contamination or concerns, or is subject to investigation, administrative action, or remedial measures taken by the Environmental Protection Agency (EPA), the North Carolina Department of Environmental Quality (NCDEQ), or other governmental agencies. It is the Buyer(s)' sole responsibility to investigate to their satisfaction any and all concerns they may have regarding this issue. Brokers associated with this transaction, make no representation as to the characteristics and condition of the property, any improvements to the property, or, with respect to any active or inactive investigation, any action by the EPA, NCDEQ, or any other governmental agency.

Possible sources of information concerning registered environmental sites are the following:

- a. EPA Superfund Sites in North Carolina: <https://www.epa.gov/superfund>
- b. EPA Toxics Release Inventory (TRI) Program: <http://www.epa.gov/toxics-release-inventory-tri-program>
- c. NCDEQ Div of Waste Management Site Locator Tool: <http://https://deq.nc.gov/about/divisions/waste-management>

9. FUTURE DEVELOPMENT: Buyer(s) acknowledge awareness of the possibility of construction and possible effects associated with future development, including both new construction and renovation activity. Such development may result in increased pedestrian and vehicular traffic, noise, dust, dangers, annoyances, impacts on view corridors and similar effects, both expected and unexpected and may disturb or disrupt Buyer(s) use and enjoyment of the Property. Buyer(s) are encouraged to contact the planning department of the jurisdiction where the Property is located to inquire into any proposed development that might affect Buyer(s) interest in the Property. Buyer(s) should also investigate contemplated development projects that are not yet in the application process by researching local media, including print newspapers, television and web-based publications

10. WIRE FRAUD DISCLOSURE: Buyer and Seller acknowledge awareness of possible wire fraud. Never trust wiring instructions sent via email from anyone. Always independently confirm wiring instruction in person or via a telephone call to a trusted and verified phone number.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF ALL PROVISIONS, AND ALL OTHER CONDITIONS OF THE PROPERTY, BY THE BUYER(S). IN THE EVENT OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT WHICH IT IS A PART, THE TERMS OF THIS ADDENDUM SHALL CONTROL

Date: _____

Date: 07/08/2024 _____

Buyer: _____

Seller: Brenda Pitts _____

Date: _____

Date: 07/08/2024 _____

Buyer: _____

Seller: Howard Pitts _____

Entity Buyer:

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____