



### SUPPLEMENTAL PROVISIONS ADDENDUM

**Note:** All of the following provisions, which are marked with an "X," shall apply to the attached Offer to Purchase and Contract as if fully set forth therein. Those provisions marked "N/A" shall NOT apply.

Regarding: 0000 Stanley Lane Hendersonville NC 28739  
Property Address, City, State

1. \_\_\_\_\_ EXPIRATION OF OFFER: This offer shall expire unless acceptance is delivered to Buyer or to \_\_\_\_\_, on or before \_\_\_\_\_, on \_\_\_\_\_, or until withdrawn by Buyer, whichever occurs first.
2.   X   AREA REGIONAL AIRPORTS/OTHER AIR TRAFFIC: Buyer acknowledges awareness of and possible noise associated with area regional airports and air traffic. Many types of aircraft operate from these regional airports with varying traffic patterns depending on the wind and weather conditions. The main regional airports are:

Asheville Regional Airport	Hendersonville Airport	Transylvania County Airport
Mailing Address: P.O. Box 817 Fletcher, NC 28732	Mailing Address: 1232 Shepherd Street Hendersonville, NC 28792	Mailing Address: P.O. Box 1390 Etowah, NC 28729
828-684-2226	828-693-1897	828-877-5801
Physical Address: 61 Terminal Drive Fletcher, NC 28732	Physical Address: 1232 Shepherd Street Hendersonville, NC 28792	Physical Address: 5436 Old Hendersonville Hwy Pisgah Forest, NC 28768

The Buyer may desire to contact these airports to inquire into flight patterns and any other matters or concerns which the Buyer may have as to such airports. Other small airports or landing strips are located throughout Western North Carolina and Buyer is advised to seek out those which they feel may adversely affect the property being purchased.

Buyer acknowledges awareness of and possible noise associated with the helicopter serving Mission Hospital, which is located between Biltmore Avenue and McDowell Street in Asheville. Buyer may wish to contact Mission Hospital at 828-213-1111 to inquire into flight patterns and any other matter and concerns which Buyer may have as to the helicopter service and how it pertains to the close location of this property. Such investigations shall be completed within the "Due Diligence Period" of the attached Offer to Purchase and Contract. CLOSINGS SHALL CONSTITUTE ACCEPTANCE OF THIS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY BY THE BUYER(S).

3.   X   INTERSTATES, ROADWAYS AND RAILROADS: Buyer acknowledges awareness of possible noise associated with road traffic and trains traveling through Western North Carolina. Buyer is advised to

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seek out information from the NCDOT <http://www.ncdot.gov/projects> or other governmental bodies controlling traffic, traffic patterns, pending road projects or train tracks that might adversely affect the property being purchased. Such investigations shall be completed prior to the expiration of the "Due Diligence Period." CLOSING SHALL CONSTITUTE ACCEPTANCE OF THIS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY BY THE BUYER(S).

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 14-205.5 et seq.). Such information may be obtained by contacting the local Sheriff's department or on the internet at <http://sbi.jus.state.nc.us/DOGHAAHT/SOR/Default.htm>.
5. ☒ 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, and requirements for geotechnical engineer 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.
6. ☒ LAND USE ORDINANCES: Buyer acknowledges the awareness of local, incorporated municipalities, county, state, and governmental laws, ordinances and regulations that may affect the Buyer's intended use or development of the subject property. The Buyer's Agent may assist in providing resources available 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 or federal governmental law, ordinance or regulation relative to environmental, zoning, subdivision, occupancy, use, construction or development of the property which may affect Buyer's intended use or development of the property. Such investigations shall be complete prior to the expiration of the "Due Diligence Period." CLOSING SHALL CONSTITUTE ACCEPTANCE OF THIS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY BY THE BUYER(S).
7. \_\_\_\_\_ SEPTIC SYSTEM VERIFICATIONS: Seller warrants, and within \_\_\_\_\_ days of Contract acceptance, shall provide to Buyer written verification from the appropriate and applicable County Health Department, that the existing ground water absorption system is suitable for the subject property with \_\_\_\_\_ number of bedrooms as advertised. If no permit is provided or if the permit shows fewer bedrooms permitted than advertised, then Buyer may terminate this Contract and all earnest money will be refunded to Buyer.
8. \_\_\_\_\_ SEPTIC SYSTEM PERMITS: This Contract is contingent upon the \_\_\_\_\_ Buyer \_\_\_\_\_ Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a \_\_\_\_\_ conventional or \_\_\_\_\_ other \_\_\_\_\_ ground absorption sewage system for a \_\_\_\_\_ bedroom home.  
All costs and expenses of obtaining such permit or written evaluation shall be borne by Responsible Party unless otherwise agreed in writing. In any event, Seller, by no later than \_\_\_\_\_, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained within the "Due

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Diligence Period," either party may terminate this Contract and Earnest Money Deposit shall be refunded to the Buyer.

9. ☒ FUTURE DEVELOPMENT: Buyer(s) acknowledge awareness of the possibility of construction and possible effects, both expected and unexpected and may disturb or disrupt Buyer(s) interest in the Property. Buyer(s) should 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. \_\_\_\_\_ MANUFACTURED HOME: If a manufactured home is included in the Offer to Purchase and Contract, the Seller(s) will:
  - a. Provide the existing Certificate of Title to the Buyer(s) at or before closing.
  - b. In the absence of a Certificate of Title, Seller(s) will cooperate with the Buyer(s) to provide all information required for conversion of a Manufactured Home to an improvement to Real Property, as set forth in NC Gen. Stat. 47-20.6-20.7 and 20-109.2.
  - c. Satisfy any and all obligations outstanding and unpaid which are a lien against said Manufactured Home; and,
  - d. Warrant to Buyer(s) that no security interest in any third party exists against said Manufactured Home, which warranty will survive closing.
11. ☒ ELECTRONIC SIGNATURES: Buyer(s) and Seller(s) acknowledge knowledge and awareness of and assume responsibility for their use or acceptance of, the use and enforceability of e-signatures as defined by the North Carolina Electronic Transactions Act (N.C. Gen. Stat. 66-213 et al) ("UETA") as amended, and any other applicable federal or state laws. The use or acceptance of such e-signatures and communications is a formal consent to the same. The term "Electronic Communications and E-Signatures" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations, as well as such other documents, statements, data, records and any other communications regarding this transaction. The use and/or acceptance of any e-signature or communication is a consent and acknowledgement that it is also reasonable and proper notice, for the purpose of any and all laws, rules and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided in writing.
12. ☒ WIRE FRAUD DISCLOSURE: Buyer(s) and Seller (s) 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 THIS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY, BY THE BUYER(S).
13. ☒ SUGGESTED INVESTIGATIONS FOR BUYER(S): Buyer(s) acknowledge knowledge and awareness of possible issues with the following matters:
  - a. Watershed Matters, Restrictions, Laws, and/or Regulations (Public and Private)
  - b. Floodway/Floodplain Matters, Restrictions, Laws, and/or Regulations (Public and Private)
  - c. Natural Resource Matters, Restrictions, Laws, and/or Regulations (Public and Private)
  - d. Environmental or Tax Matters, Restrictions, Laws, and/or Regulations (Public and Private)
  - e. Aesthetic Matters , Restrictions, Laws, and/or Regulations (Public and Private)

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Buyer has been advised to seek and obtain any available information and to investigate any and all material matters related to this Property. Such investigations shall be completed within the “Due Diligence Period” of the attached Offer to Purchase and Contract. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THIS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY BY THE BUYER(S).

14. OTHER CONDITIONS OR PROVISIONS:

IN THE EVENT OF ANY CONFLICT BETWEEN THIS “SUPPLEMENTAL PROVISIONS ADDENDUM” AND THE ATTACHED OFFER TO PURCHASE CONTRACT, THEN THIS “SUPPLEMENTAL PROVISIONS ADDENDUM” SHALL CONTROL.

Buyer(s) and Seller(s) acknowledge the following: (a) The understanding that these disclosures are not made by any real estate broker involved in the transaction; (b) These disclosures are not a substitute for their own inspection and investigation of the Property. Buyer(s) and Seller(s) hereby agree to indemnify and hold harmless Keller Williams Mountain Partners, its agents and assigns, from and against any and all liability, claim, loss, damage, suit or expense that Keller Williams Mountain Partners, its agents and assigns, may incur as a result of Buyer(s) and Seller(s) selection and use of any of the listed disclosures.

Buyer: \_\_\_\_\_

Date

Seller: 

DocuSigned by:  
Susan Henderson  
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6/18/2021 | 3:52 PM EDT

Date

Buyer: \_\_\_\_\_

Date

Seller: \_\_\_\_\_

Date

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