



Supplemental Provisions Addendum

Revised February 2020

Note: All of the following provisions, which are marked with an "X", shall apply to the attached Offer to Purchase and Contract. Those provisions marked "NIA" or left blank shall not apply.

Regarding: 3 North Valley Drive , Weaverville, 28787
(Property Address, City, State and Zip Code)

- 1. **PEST INSPECTION:** If a Pest Inspection or Wood Destroying Inspection report reveals a prior infestation and damage associated therewith, the Buyer(s) Seller(s) shall be responsible for obtaining and providing to Buyer(s) a letter from a licensed contractor/engineer, prior to the conclusion of the Due Diligence Period, evaluating the structural integrity of the property with regard to the reported infested area and/or damage stating that such prior infestation and damage does not affect the structural integrity of the Property.

- 2. **AIRPORT DISCLOSURE: AREA REGIONAL AIRPORTS:** Buyer(s) acknowledges 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 the weather conditions. The three main regional airports are: 1) the Asheville Regional Airport which is located near Interstate 26 at mile marker 40; 2) the Hendersonville Airport which is located at 1232 Shepherd Street, Hendersonville; and 3) the Transylvania County Airport which is located on Old Hendersonville Road, Penrose. The Buyer(s) may desire to contact these airports to inquire into flight patterns and any other matters or concerns which the Buyer(s) may have as to such airport traffic. The Buyer(s) may contact these area airports at: 1) Asheville Regional Airport, P.O. Box 817, Fletcher, NC 28732 (828-684-2226); 2) Hendersonville Airport, 1232 Shepherd Street, Hendersonville, NC 28792 (828-693-1897); 3) Transylvania County Airport, P.O. Box 1390, Etowah, NC 28729 (828-877-5801). Other small airports or landing strips are located throughout Western North Carolina and Buyer(s) is advised to seek out those which they feel may adversely affect Property being purchased. Such investigation shall be completed prior to Due Diligence Date in I(j) of the attached Offer to Purchase and Contract. **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THIS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY, BY THE BUYERS.**

- 3. **TRAIN DISCLOSURE:** Railroad tracks and train traffic: Buyer(s) acknowledges awareness of, and possible noise associated with trains traveling through Western North Carolina. If the property being purchased is near railroad tracks, Buyer(s) is advised to seek out prior to closing, any information regarding the use of the tracks which may adversely affect the Property being purchased.

Buyer Initials _____

Sellers Initials MD RJ

Preferred Properties of Asheville Inc.,

Downtown Office
39 Woodfin Street, Asheville, NC 28801
(828) 258-2953
Fax: (828) 253-5151

South Office
1270 Hendersonville Road, Suite 3, Asheville, NC 28803
(828) 210-9400
Fax: (828) 210-9401

- 4. **INTERSTATES AND ROADWAYS:** Buyer(s) acknowledges awareness of and possible noise associated with road traffic. Buyer(s) is advised to seek out prior to closing, information from the NCDOT or other governmental bodies controlling traffic, traffic patterns, or pending road projects that might adversely affect the Property being purchased. **This should take place before 5:00 pm of Due Diligence date.**
<http://www.ncdot.gov/projects>

- 5. **SEPTIC SYSTEM VERIFICATIONS:** Seller(s) warrants, and within 10 days of Contract Acceptance shall provide Buyer(s) written verification from the appropriate and applicable County Health Department, that the existing ground water absorption system is suitable for the subject property with 3 bedrooms as advertised. If no permit is provided or if permit shows fewer bedrooms permitted than advertised, then the Buyer(s) may terminate this Offer to Purchase and Contract and all earnest money will be refunded to Buyer(s). **Note: In the event a new septic permit is required, then use the Septic System Improvement Permit provision of the Additional Provisions Addendum. Such provision of the Additional Provisions Addendum makes a Contract contingent upon Buyer(s) obtaining an Improvement Permit.**

- 6. **LAND USE ORDINANCES:** Buyer(s) acknowledges awareness of local, incorporated municipalities, county, state and 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(s) 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, ordinances or regulations relative to environmental, zoning, subdivision, occupancy use, construction or development of the subject property which may affect Buyer's intended use or development of the subject property. Such investigation shall be completed prior to Due Diligence Date in I(j) 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).**

- 7. **FUTURE DEVELOPMENT DISCLOSURE:** Buyer(s) acknowledges 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, may disturb or disrupt Buyer(s) use and enjoyment of the Property.
Buyer(s) is encouraged to contact the City of Asheville Planning and Development Department and/or the Buncombe County Planning and Development Department and/or appropriate Municipal or county agency where home/property is located to inquire into any proposed development that might affect Buyer's interest in the Property. **CLOSING SHALL CONSTITUTE ACCEPTANCE OF TIDS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY, BY THE BUYER(S).**

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8. **CTS DISCLOSURE:** The property is bordered by or located near the former CTS manufacturing facility, which is recognized as having environmental contamination or concerns and is subject to investigation, administrative action, and remedial measures taken by the Environmental Protection Agency ("EPA") and the North Carolina Department of Environmental Protection ("NCDENR").

IT IS THE BUYER'S SOLE RESPONSIBILITY TO INVESTIGATE TO THEIR SATISFACTION ANY AND ALL CONCERNS THEY MAY HAVE REGARDING THIS ISSUE.

PREFERRED PROPERTIES OF ASHEVILLE, ITS AGENTS AND EMPLOYEES, MAKE NO REPRESENTATIONS AS TO THE CHARACTERISTICS AND CONDITION OF THE PROPERTY, ANY IMPROVEMENTS TO THE PROPERTY, OR WITH RESPECT TO THE ONGOING INVESTIGATION AND ACTIONS BY THE EPA, NCDENR, OR ANY OTHER GOVERNMENT 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: <https://www.epa.gov/toxics-release-inventory-tri-program>
- c. NCDENR Brownfields Program Project Inventory: <https://deq.nc.gov/about/divisions/waste-management>

9. **OTHER CONDITIONS AND PROVISIONS:**

10. **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 Sheriff's Department or on the internet at <http://sexoffender.ncsbi.gov/disclaimer.aspx>

11. **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.

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.

Buyer: _____ (SEAL)

Date: _____

Buyer: _____ (SEAL)

Date: _____

Seller: *Michael R. Di Paola* _____ (SEAL)

Date: 8/16/2021 8:00:39 PM GMT **Michael R. Di Paola and Robert M. Tomasulo**

Seller: *Robert M. Tomasulo* _____ (SEAL)

Date: 8/16/2021 9:11:02 PM GMT

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Sellers Initials MD RT

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