

## LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD ADDENDUM



Property: **322 Midland Dr, Asheville, NC 28804**

Seller: **Administrative Trust under will of Kathleen Carpenter Griffin**

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

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property.

During the Due Diligence Period, Buyer shall have the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards\* at Buyer's expense. Buyer may waive the right to obtain a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at any time without cause.



**\*Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.**

### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

#### Lead Warning Statement

*Every Buyer 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 hazards is recommended prior to purchase.*

#### Seller's Disclosure (initial)

-  (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
☒ 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 one)  
☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Buyer's Acknowledgement (initial)

- \_\_\_\_ (c) Buyer acknowledges receipt of Seller's statement set forth in (a) above, and copies of the records/reports listed in (b) above, if any.
- \_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- \_\_\_\_ (e) Buyer (check one below):  
☐ Accepts the opportunity during the Due Diligence Period to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
☐ Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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This form jointly approved by:  
North Carolina Bar Association's Real Property Section  
North Carolina Association of REALTORS®, Inc.

Buyer Initials \_\_\_\_\_

Seller Initials 



STANDARD FORM 2A9-T  
Revised 7/2021  
© 7/2024

**Agent's Acknowledgment (initial)**

lum (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 provided by the signatory is true and accurate.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Entity Buyer:

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Selling Agent: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Administrative Trust under will of Kathleen Carpenter Griffin

Date: \_\_\_\_\_

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

Entity Seller:

Administrative Trust under will of Kathleen Carpenter Griffin

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

By: Lisa Kathleen Parr

Name: **Lisa Kathleen Parr**

Print Name

Title: **Trustee**

Date: August 21, 2024

Listing Agent: LeNoir W. Medlock

LeNoir W. Medlock

Date: 8/21/24



# STATE OF NORTH CAROLINA MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

## Instructions to Property Owners

1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). **A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b)**, including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ☒ in the appropriate box.

## MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/ or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/ or oil and gas rights from the owner or by reservation of the mineral rights and/ or oil and gas rights by the owner. If mineral rights and/ or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

	Yes	No	No Representation
<u>                    </u> 1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Buyer Initials			
<u>                    </u> 2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials			
<u>                    </u> 3. Seller intends to sever the mineral rights from the property prior to transfer of title to the Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials			
<u>                    </u> 4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Buyer Initials			
<u>                    </u> 5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials			
<u>                    </u> 6. Seller intends to sever the oil and gas rights from the property prior to transfer of title to Buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Buyer Initials			

## Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: **322 Midland Dr, Asheville, NC 28804**

Owner's Name(s): **Administrative Trust under will of Kathleen Carpenter Griffin**

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: *Lisa Kathleen Parr* Administrative Trust under will of Kathleen Carpenter Date August 21, 2024

Owner Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_ Date \_\_\_\_\_

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# PREFERRED PROPERTIES

## SUPPLEMENTAL PROVISIONS ADDENDUM

Revised May 2022

Regarding: 322 Midland Dr, Asheville, NC 28804

(Property Address, City, State and Zip Code)

1. **AIRPORT AND AIRCRAFT:** 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 concerns the Buyer(s) may have. 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. Mission Hospital (located at 428 and 509, Biltmore Avenue, Asheville) is served by helicopter ambulances. Buyers may wish to contact the Hospital at 828-213-1111 to ask about flight patterns and other concerns that may affect locations close to the hospital. Such investigation shall be completed prior to Due Diligence Date in 1(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.**
2. **TRAINS:** 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.
3. **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 <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. **This should take place before 5:00 pm of Due Diligence date.**

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Buyer Initials \_\_\_\_\_

Sellers Initials



4. **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 l(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).**

5. **FUTURE DEVELOPMENT:** 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 THIS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY, BY THE BUYER(S).**

6. **ENVIRONMENTAL SITES:** The property may be near environmental contamination or concerns 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>

Buyer Initials \_\_\_\_\_

Sellers Initials  \_\_\_\_\_

7. **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>

8. **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.

**OTHER CONDITIONS AND PROVISIONS:**

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**ITEMS INCLUDED ON THIS DOCUMENT ARE NOT ALL-INCLUSIVE; OTHER FACTORS MAY EXIST THAT WOULD AFFECT THE VALUE OF THE PROPERTY OR THE BUYER(S) SATISFACTION WITH THE PROPERTY. IN THE EVENT OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THE TERMS OF THIS ADDENDUM SHALL CONTROL.**

Buyer: \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

Seller:  \_\_\_\_\_ (SEAL)

Date: August 21, 2024 Administrative Trust under will of Kathleen Carpenter Griffin

Seller: \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_