

## Century 21 Mountain Lifestyles Addendum "A"

Property: 823 Silver Creek Rd, Mill Spring , NC 28756

Seller: Crystal Elaine Johnson

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

**NOTE:** Any or all of the provisions might be deemed applicable to this Offer to Purchase and Contract and/or Vacant Lot Offer to Purchase and Contract attached hereto.


**SUGGESTED INVESTIGATIONS FOR BUYER(S).** Buyer(s) 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. Buyer(s) acknowledge the awareness of many possible issues including, but not exclusively:

- 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)
- f. **Permits** for Property improvements including, but not exclusive to:
  - i. **Septic Systems**
  - ii. **Wells**
  - iii. **Structural additions**
  - iv. **Finished previously unfinished areas**

**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, in the region. Such development may result in increases in 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. Specifically, multi-story development projects have been and may be proposed in central business districts that could detrimentally affect the views from and value of building and residences in the central business districts, including the Property. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Neither the Seller(s) or Broker, or their representatives or agents make any assurances or representations regarding the existence, preservation or permanence of any view and shall not be obligated to take any action to restrict or control development of any of the real property adjacent to or in the vicinity of the Property. The Buyer(s) is encouraged to contact the local Planning and Development Department to inquire into any proposed development that might affect Buyer(s) interest in the Property. Buyer(s) should also investigate contemplated 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 newspaper, television, and web-based publications.

**LAND USE ORDINANCES:** Buyer(s) 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(s) solely accepts

Buyer \_\_\_\_\_

Seller  \_\_\_\_\_

responsibility for investigation and verification of any and all issues related to compliance with any local, incorporated municipalities, county, and state governmental laws, ordinances and regulations relative to the 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.

**AREA REGIONAL AIRPORTS/OTHER AIR TRAFFIC:** Buyer(s) 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 Shephard Street  
Hendersonville, NC 28792

Mailing Address:  
P.O. Box 1390  
Etowah, NC 28729

828-684-2226  
Physical Address:  
61 Terminal Drive  
Fletcher, NC 28732

828-693-1897  
Physical Address:  
1232 Shepherd Street  
Hendersonville, NC 28792

828-877-5801  
Physical Address:  
5436 Old Hendersonville Hwy  
Pisgah Forest, NC 28768

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 airports. 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 the property being purchased.

Buyer(s) acknowledges awareness of, and possible noise associated with, helicopter services in the region. Buyer(s) may want to contact the area Hospital(s) to inquire of flight patterns and any other matter and concerns which Buyer(s) may have as to medical helicopter service and how it may affect the location of the Property.


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

n/a **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, 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.

n/a **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property shall be conveyed subject to existing leases and/or rights of Tenants. Seller(s) shall deliver to Buyer(s) on or before the end of the Due Diligence period, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statements of all tenant deposits, uncured defaults by Seller(s) or tenant(s) and claims made by or to tenant(s), if any, prior to the end of the Due Diligence period. At Closing, Sellers(s) shall deliver an assignment of any lease, signed by Tenant if required by lease, together with any security deposit held by Seller(s). Seller(s) also agree to execute and deliver and work diligently to obtain any required tenant(s) signatures for: any estoppels certificates, or subordination, non-disturbance, and attornment agreements in such form as Buyer(s) or Buyer(s) lender may request.

**ELECTRONIC SIGNATURES:** Buyer(s) and Seller(s) acknowledge an 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

Buyer \_\_\_\_\_

Seller  \_\_\_\_\_

(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, statement, 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.

**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. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THIS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY, BY THE BUYER(S).**

**CENTURY 21 MOUNTAIN LIFESTYLES MAKES NO REPRESENTATIONS AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISIONS IN 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 WITH A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.**

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

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

Entity Buyer: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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

Seller:  \_\_\_\_\_ Date: 8/14/2023

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

Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

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

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