



**SUPPLEMENTAL PROVISIONS ADDENDUM**

Note: All of the following provisions, which are marked with an "X" shall apply to EITHER the attached Offer to Purchase and Contract or Offer to Purchase and Contract-Vacant Lot/Land. Those provisions marked "N/A" or left blank shall not apply.

**Regarding:** 158 Black Oak Dr, Asheville, NC 28804  
Property Address, City and State

1. X

**AREA REGIONAL AIRPORTS:**

**Buyer** acknowledges awareness of and possible noise associated with area regional airports. 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: i) the Asheville Regional Airport which is located near Interstate 26 at mile marker 40, ii) the Hendersonville Airport which is located at 1232 Shepherd Street, Hendersonville; and iii) the Transylvania County Airport which is located on Old Hendersonville Road, Penrose. The Buyer may desire to contact these regional airports to inquire into flight patterns and any other matters or concerns, which the Buyer may have as to such airports. The Buyer may contact these area airports at: i) Asheville Regional Airport, Post Office Box 817, Fletcher, NC 28732 [828-684-2226]; ii) Hendersonville Airport, 1232 Shepherd Street, Hendersonville, NC 28792 [828-693-1897]; iii) Transylvania County Airport, Post Office Box 1390, Etowah, NC 28729 [828-877-5801]. Other smaller 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. Such investigation shall be completed prior to the expiration of the Due Diligence Period 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 BUYER(S).
2. X

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

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

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

Buyers Initials

Seller Initials 

MM

08/28/15

9:45AM EDT

TM

08/28/15

9:19AM EDT

5.X **FUTURE DEVELOPMENT DISCLOSURE:**

**Buyer** acknowledges awareness of the possibility of construction and possible effects associated with future development, including both new construction and renovation, in the central business district of Asheville. 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 the central business district that could detrimentally affect the views from and value of building and residences in the central business district, 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 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.

Buyer is encouraged to contact the City of Asheville Planning and Development Department to inquire into any proposed development that might affect Buyer's interest in the Property. Buyer should also investigate contemplated development projects that are not yet in the application process with the City of Asheville by researching local media, including print newspaper, television, and web-based publications. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THIS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY, BY BUYER(S).

6. X **DUKE POWER LINE DISCLOSURE:**

**Buyer** acknowledges awareness that construction of new power lines between the Duke Power plant located at Lake Julian in Arden, NC and a new substation to be located in Campobello, SC are currently being considered. These transmission lines have the potential to impact properties. Additional information including maps illustrating proposed routes may be obtained at [www.duke-energy.com/western-carolina-modernization/foothills.asp](http://www.duke-energy.com/western-carolina-modernization/foothills.asp). CLOSING SHALL CONSTITUTE ACCEPTANCE OF THIS PROVISION, 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: \_\_\_\_\_  
Buyer: \_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_  
Seller: *Marc Meister* dotloop verified  
08/28/15 9:45AM EDT  
FZAE-YMPL-LX2M-RZQU (SEAL)

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

Date: \_\_\_\_\_  
Seller: *Teckla Meister* dotloop verified  
08/28/15 9:19AM EDT  
SQRT-YMR2-WFQ0-CLPH (SEAL)

Entity Buyer:

Entity Seller:

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

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

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

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

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

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

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

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