

**Town of Montreat
Board of Commissioners Meeting – Public Forum
March 12, 2020 – 6:30 p.m.
Walkup Building**

I. Call to Order

- Welcome
- Moment of Silence

II. Agenda Adoption

III. Public Comments

IV. Adjournment

**Town of Montreat
Board of Commissioners
Town Council Meeting
March 12, 2020 – 7:00 p.m.
Walkup Building**

I. Call to Order

- Pledge of Allegiance
- Moment of Silence

II. Agenda Adoption

III. Mayor's Communications

IV. Consent Agenda

A. Meeting Minutes Adoption

- February 13, 2020, Public Forum Minutes
- February 13, 2020, Town Council Minutes

All items on the Consent Agenda are considered routine, to be enacted by one motion with the adoption of the agenda and without discussion. If a member of the governing body requests discussion of an item, it will be removed from the Consent Agenda and considered separately.

V. Town Administrator's Communications

- Consent Agenda Review
- Other Items

VI. Administrative Reports

- Administration
- Finance
- Planning and Zoning
- Police
- Public Works and Water
- Sanitation
- Streets

VII. Public Comment

Public comments will be heard during this period for any and all items.

VIII. Old Business

A. Tow Away Zone

- **Suggested Motion:** Move to adopt/deny Resolution #20-03-001 Establishing a Tow-Away Zone on Lookout Terrace

IX. New Business

A. Budget Amendment #6 for Debt Services

- **Suggested Motion:** Move to approve/deny Budget Amendment #6 in the amount of \$98,266.67 to pay Debt Services for FY2020.

B. Budget Amendment #7 for Public Works Building

- **Suggested Motion:** Move to approve/deny Budget Amendment #7 in the amount of \$22,248.95 to transfer funds from Capital Outlay – Streets to the Capital Project Fund – Public Works Building.

C. Sale of Real Property

- **Suggested Motion:** Move to approve/deny negotiated offer for real property, PIN #0720-16-4202-00000, in the amount of \$121,000 and to open the upset bid process in accordance with N.C.G.S. 160A-269.

XI. Public Comment

Public comments will be heard during this period for any and all items.

XII. Commissioner Communications

XIII. Meeting Dates

Annual Board Retreat:

Friday, March 20, 2020
Cragmont Assembly, 1233 North
Fork Rd, Black Mountain, NC
1:00 – 5:00

Montreat Planning & Zoning Commission:

Thursday, March 19, 2020
Walkup Building
10:30 a.m.

**Montreat Board of Commissioners
Town Council Meeting
March 12, 2020**

Montreat Tree Board:

Tuesday, March 24, 2020
Town Services Building
9:30 a.m.

Montreat Landcare:

Wednesday, April 1, 2020
Allen Building
Swannanoa Room
9:00 a.m.

Montreat Planning & Zoning Commission:

Thursday, April 9, 2020
Walkup Building
10:30 a.m.

April Town Council Meeting:

Thursday, April 9, 2020
Walkup Building
7:00 p.m.
Public Forum 6:30 p.m.

Good Friday Holiday:

Friday, April 10, 2020
Town Services Closed
Good Friday Holiday

Native Plant Sale & Arbor Day Celebration:

Saturday, April 25, 2020
Moore Center Field
Native Plant Sale & Arbor Day
Celebration
www.montreatlandcare.org

Montreat Tree Board:

Tuesday, April 28, 2020
Town Services Building
9:30 a.m.

XIV. Closed Session

- **Suggested Motion: Move to enter into Closed Session in accordance with NCGS 143-318.11(3) for a personnel matter.**

XV. Adjournment

**Town of Montreat
Board of Commissioners
Public Forum Meeting Minutes
February 13, 2020 – 6:30 p.m.
Walkup Building**

Board members present: Mayor Tim Helms
Commissioner Alice Lentz
Commissioner Tom Widmer
Commissioner Jane Alexander

Board members absent: Mayor Pro Tem Otto
Commissioner Kitty Fouche

Town staff present: Alex Carmichael, Town Administrator
Adrienne Isenhower, Zoning Administrator
Angie Murphy, Town Clerk

Nine members of the public were present. Mayor Helms called the meeting to order at 6:30 p.m., and led the group in a moment of silence.

Agenda Approval

Commissioner Alexander moved to adopt the agenda as presented. Commissioner Lentz seconded and the motion carried 3/0.

Public Forum

Mr. Emory Underwood of 120 John Knox Road expressed his concerns about developing in the higher areas of Montreat while balancing stormwater controls.

Mrs. Ann Vinson of 136 Quillan Lane, chair of the Montreat Tree Board, shared some upcoming Tree Board Meetings. The February 25th meeting will host Terry Smith from Duke Energy. There have been some questions in the community about Duke Energy's use of chemicals to control brush and under growth under power lines. There will be a time for people to learn and ask questions. There will be a Special Meeting on Tuesday, February 18th to discuss whether the committee plans on doing a tree inventory this year and possibly a grant application. This meeting will be held at 9:30 a.m. in the Town Services Building.

Mrs. Martha Campbell of 149 Maryland Place, chair of the Montreat Landcare Committee, wished everyone a Happy Valentine's Day and provided a bag of conversation hearts for the Staff and passed around a bowl of conversation hearts to encourage "sweet conversation". Earlier that day Montreat Landcare held a working meeting to train and inform volunteers as Citizen Scientists. They participated in water sampling both in a bucket of water and outdoors. Mrs. Campbell also discussed an app developed by Montreat College Professor Josh Holbrook which allows you to take

pictures and records locations automatically. The data goes directly to Professor Holbrook who is eager to get some results!

Adjournment

Commissioner Widmer moved to adjourn the meeting. Commissioner Alexander seconded and the motion carried 3/0. The meeting was adjourned at 6:50 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk

**Town of Montreat
Board of Commissioners
Meeting Minutes
February 13, 2020 – 7:00 p.m.
Walkup Building**

Board members present: Mayor Tim Helms
Commissioner Jane Alexander
Commissioner Alice Lentz
Commissioner Tom Widmer

Board members absent: Mayor Pro Tem Kent Otto
Commissioner Kitty Fouché

Town staff present: Alex Carmichael, Town Administrator
Adrienne Isenhower, Zoning Administrator
Angie Murphy, Town Clerk
David Arrant, Police Chief
Darlene Carrasquillo, Finance Officer
Barry Creasman, Public Works Director

Twelve members of the public were present. Mayor Helms called the meeting to order at 7:04 p.m., and led the group in the pledge of allegiance and a moment of silence.

Agenda Approval

Commissioner Tom Widmer moved to adopt the agenda as presented. Commissioner Jane Alexander seconded and the motion carried 3/0.

Montreat Addressing Issue: Alice Lentz

Commissioner Alice Lentz gave a brief synopsis of the Montreat Addressing Issue. She outlined the steps she took while overseeing this project. Commissioner Lentz worked with Town Staff and people in the community. A Town survey was conducted and had tremendous results. Commissioner Lentz did not want to jeopardize the importance of the Post Office to the Town of Montreat. Last month the Commission heard from Tom and Clare Frist about their success in getting their address changed in Google Maps. Commissioner Lentz showed several slides of resident's changes and walked through the steps for completing this process. Commissioner Lentz felt we have made great progress thus far. Postmaster Tim Bryson and Town Clerk Angie Murphy are working together to build a database of street addresses and PO boxes of all Montreat homes.

Texas Road Bridge: Phase One Design Written Report

Mr. Carmichael stated that a written report was included in the packet for the Commission but no formal action would be required. Mr. Carmichael stated that a contract had been set up with Mattern & Craig Engineers to construct a pedestrian bridge. Mattern & Craig are preparing the

construction drawings at this point and will bring them before the Town Council and Bridge Aesthetics Committee to determine the next steps.

Mayor's Communications

Mayor Helms thanked Public Works Director Barry Creasman and his crews for constantly cleaning out the storm drains during all the rainy weather the Town has incurred over the past few weeks. Mayor Helms also gave a brief update on the progress of Greybeard Trail: the weather has slowed things down a bit but he was happy to report that they are almost two-thirds through the repairs.

Meeting Minutes Adoption

- January 9, 2020, Public Forum Minutes
- January 9, 2020, Town Council Minutes

Town Administrator's Communications

Mr. Carmichael reported on a very productive telephone call with the NC Department of Emergency Management, the department who is responsible for reimbursing the Town for work to repair the damages from Tropical Storm Alberto. The Town has incurred \$143,000 in costs but have not yet been reimbursed by the state. Mr. Carmichael feels confident that these funds should be reimbursed in the next few weeks.

Administrative Reports

- Administration – This report was given in written format.
- Finance- This report was given in written format.
- Planning & Zoning – This report was given in written format.
- Police – This report was given in written format.
- Public Works and Water – This report was given in written format.
- Sanitation – This report was given in written format.
- Streets – This report was given in written format.

Commissioner Widmer asked for an update on the Public Works Building. Mr. Creasman stated that the site passed all compaction tests and he is hoping that footers will be dug the following day. The timeline is off due to the impact of all the rainy weather.

Public Comment

Mrs. Clary Phipps of 106 John Knox Road shared her discouragement with the addressing issue but advised the Commission she would go on Google Maps and make her changes.

Mrs. Mary Standaert of 118 Shenandoah Terrace encouraged everyone to reach out to the Elections Board to express concern over this issue.

Mr. Bill Scheu of 146 Eastminster Terrace, who is chair of the Planning & Zoning Commission, gave a brief report of the Commission in reviewing the Zoning Ordinance. Mr. Scheu stated that his team is about three-fifths through the ordinance and are making some great progress. Mr. Scheu invited everyone to the March 5th meeting in which they will be discussing parking and signage.

Old Business

There was no old business to discuss.

New Business

- A. Budget Amendment #5: Mr. Carmichael stated that this was an amendment to move money from the Governing Body to Streets Department for contract labor. The Town has one employee who is on light duty due to an injury so this is to enlist an extra worker to assist the Streets Department. Commissioner Alexander moved to approve Budget Amendment #5 in the amount of \$5,000 to pay for contracted services. Commissioner Lentz seconded and the motion carried 3/0.
- B. RFP for Municipal Software: Mr. Carmichael stated that during last year's retreat it was identified in the Capital Improvement Plan a need for a new municipal software program. \$31,000 was set aside for this project in this fiscal year. An RFP was recently conducted and all of the bids came in well over that budgeted amount. Staff received five bids: three were unresponsive bids and two were well over \$90,000+. Staff recommends deferring this item while they look for ways to bring costs down. Commissioner Widmer moved to defer consideration of the award of the RFP for Municipal Finance Software Update for further analysis of options. Commissioner Alexanders seconded and the motion carried 3/0.
- C. Real Estate Services-Florida Terrace: Mr. Carmichael stated this item is a contract with Keller Williams Real Estate to list our remaining lot on Florida Terrace for sale. The sale price proposed is \$125,000 with a 9% seller's fee. The realtor will be Scott Browne, who was on hand at the meeting to answer any questions, who will aggressively advertise and list on the MLS. Commissioner Lentz moved to approve real estate services for Lot #0720-16-4202 Contract #20-02-001. Commissioner Widmer seconded and the motion carried 3/0.

- D. Copier Lease Contract and Service Agreement: Mr. Carmichael stated this was a lease and service agreement for a new copier. The Town currently owns the copier in the Town Services Building and the average lifespan is about five years. The copier is currently at the end of its lifespan and is starting to malfunction. Mr. Carmichael suggests a 5 year lease rather than a purchase for a new copier system. This new lease will put the Town \$19 a month over what we currently pay for the service agreement. Commissioner Lentz moved to approve Service Agreement, Contract #20-02-002 and Lease Agreement, Contract #20-02-003. Commissioner Alexander seconded and the motion carried 3/0.
- E. Firearms Trade/Purchase: Chief Dave Arrant stated the Town was interested in trading in existing handguns toward a purchase of new more modern handguns for a total cost of \$532.11 to streamline existing supply. Currently three different models and two different calibers are being utilized by the Montreat Police Department. This will also put the Police Department in the same league of weapons with the Black Mountain Police Department and the Buncombe County Sheriff's Department. Commissioner Widmer moved to approve the trade of Police Department firearms towards the purchase of new firearms. Commissioner Alexander seconded and the motion carried 3/0.

Public Comment

No Public Comment at this time.

Commissioner Communications

Commissioner Widmer thanked the community for their input on the Montreat Today and Montreat Tomorrow planning survey. He stated he had received nearly 200 responses and this data will be utilized in the upcoming annual Board Retreat.

Commissioner Lentz encouraged everyone to attend the upcoming Tree Board meetings on February 18th and 25th.

Meeting Dates

Montreat Planning & Zoning Commission:	Thursday, February 20, 2019 Walkup Building 10:30 a.m.
Montreat Tree Board:	Tuesday, February 25, 2020 Location to be determined 9:30 a.m.

**Board of Commissioners
Meeting Minutes
February 13, 2020**

Board of Adjustment:	Tuesday, February 27, 2020 Walkup Building 7:00 p.m.
Montreat Landcare:	Wednesday, March 4, 2020 Allen Building Swannanoa Room 9:00 a.m.
Audit Committee:	Time, Date and Location TBD
Montreat Planning & Zoning Commission:	Thursday, March 5, 2020 Walkup Building 10:30 a.m.
March Town Council Meeting:	Thursday, March 12, 2020 Walkup Building 7:00 p.m. Public Forum 6:30 p.m.
Annual Board Retreat:	Friday, March 20, 2020 Cragmont Assembly, 1233 North Fork Rd, Black Mountain, NC 1:00 -5:00
Montreat Planning & Zoning Commission:	Thursday, March 19, 2020 Walkup Building 10:30 a.m.
Montreat Tree Board:	Tuesday, March 24, 2020 Town Services Building 9:30 a.m.
Save the Date!	Saturday, April 25, 2020 Moore Center Field Native Plant Sale & Arbor Day Celebration

Closed Session

Commissioner Lentz moved to enter into Closed Session to approve/deny and seal/unseal Closed Session Minutes in accordance with NCGS 143-318.11(3) for a personnel matter and NCGS 143-318.11(5) for attorney-client privilege. Commissioner Widmer seconded and the motion carried 3/0.

Adjournment

After returning to Open Session Commissioner Alexander moved to ratify the hiring of Debbie Taylor as part time Utility Billing Clerk at the rate of \$14.00 per hour at 12 hours per week. Commissioner Widmer seconded and the motion carried 3/0. Commissioner Widmer moved at the consensus of the Council to conduct Alex Carmichael's annual review in the same manner as last year. Commissioner Lentz seconded and the motion carried 3/0. Commissioner Widmer moved to approve and seal the minutes of February 14 (2019), May 9 (2019), May 30 (2019), July 11 (2019), September 12 (2019) and October 10 (2019) as defined through NCGS 143-318.11(3) and NCGS 143-318.11(5).

Commissioner Lentz moved to adjourn the meeting. Commissioner Alexander seconded and the motion carried 3/0. The meeting was adjourned at 8:04 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk



TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757
Tel: (828) 669-8002 | Fax: (828) 669-3810
www.townofmontreat.org

ADMINISTRATIVE REPORTS: ADMINISTRATION

Town Administration report for the month of February , 2019

Monthly Statistics

Public Meetings	5
Inter-Organizational /Intergovernmental Meetings	0
Agendas Prepared	5
Minutes Transcribed	4
Resolutions Drafted	0
Public Records Requests Processed	0
Water Bills Processed	674
Leak Adjustments	20
New Water Accounts Established	3
Purchase Orders	81
Professional Development Hours	24
Sunshine List Messages	10
Website Posts	10
Social Media Posts	0
Code Red Alerts	0
Workers Compensation Claims	0

Upcoming Events and Schedule Changes

0

Comments

N/A

Staff Communications

0



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ADMINISTRATIVE REPORTS: BUILDINGS AND INSPECTIONS

Buildings and Inspections report for the month of February , 2019

Monthly Statistics

Building Permits Issued	14
Pending Building Permits	0
Building Inspections Performed	34
Stop Work Order Issued	0
Defective Building Posted	0
Denied Building Permits	0
Fire Inspections Performed	0
Fire Re-Inspections Performed	0
Fire Permits Issued	0
Fuel Costs	0

Comments

Staff Communications



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ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the month of February , 2019

Monthly Statistics

Miles of Road Maintained	17.12
Miles of New Road Constructed	0
Public Trees Removed	1
Sand Applied to Roads (tons)	8
Ice Melt Applied to Roads (pounds)	800
Monthly Fuel Costs	356.97
Contracted Employee Staff Hours	111
Road Closures	0

Comments

Tree removal will be taking place in different parts of town rights-of way
Please keep a watchful eye out for the crews working on the sides of the roads.

Staff Communications



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ADMINISTRATIVE REPORTS: POLICE DEPARTMENT

Police Department report for the month of February , 2019

Monthly Statistics

Mileage	2,664
Dispatched Calls	37
Officer-Initiated Calls	452
Fire Assistance Calls	0
EMS Assistance Calls	2
Motorist/Other Assistance Calls	17
Traffic Stops	34
Parking Issues	2
Burglar Alarm Responses	1
Fire Alarm Responses	1
Residential/Building Checks	380
Ordinance Violations	0
Law Enforcement Agency Assistance Calls	28
Animal Control Calls	1
Larcenies	0
Breaking & Entering Calls	0
Suspicious Person Investigations	1
Suspicious Vehicle Investigations	0
Disturbance Calls	9
Accident Responses	1
Auxiliary Hours Worked (Regular)	24
Auxiliary Hours Worked (Addittional)	12
Truck Turns at Gate	4
MPD Fuel Cost	\$ -
Professional Development Hours	40
Town Service	448
MRA Service	104
College Service	9

Comments

Over the course of two weeks, MPD personnel under went further advanced training in the National Incident Management System/Incident Command System.

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With the Greybeard Trail detour in effect, we encourage everyone to exercise patience when utilizing this route. With luck, this inconvenience will be done with soon enough.



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ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the month of February , 2019

Monthly Statistics

Calls for Service	18
Water Leaks Repaired	1
New Water Lines Installed	0
Water Meters Read	674
Water Meter Replacements	0
Gallons of Water Produced	2,958,281
Monthly Fuel Cost	\$ 471.61
Hours Pumped (11 wells combined)	1,630

Upcoming Events and Schedule Changes

We have completed our Local Water Supply Plan and it has been accepted by the state . I would like to thank Marty Wilson with NCRWA for his assistance .

Comments

The footers are dug and we are still waiting for the weather to break to pour concrete . We have also been able to complete the second of three retaining walls at the site and have also installed all of the underground utilities so that concrete can be poured around them .

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Staff Communications

Please leave the heat on and the windows shut if you leave your home for a period of time to avoid leaks.

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ADMINISTRATIVE REPORTS: SANITATION

Sanitation Department report for the month of February , 2019

Monthly Statistics

Curbside Trash Collected (tons)	25.25
Pay-As-You-Throw Trash Bags Collected	35
Curbside Recycling Collected (tons)	6.52
Pay-As-You-Throw Recycling Bags Collected	28
Cardboard Recycling Collected (tons)	0.61
Unique Curbside Sanitation Stops	3,334
Bagged Leaf Pickup	89
Brush Pickup (cubic yards)	12 loads
Hauling Fees	\$1,837.33
Tipping Fees	\$2,192.12
Dumpster Rental Fees	\$203.92
Sanitation Fuel	\$211.83
Contracted Employee Staff Hours	127.5

Upcoming Events and Schedule Changes

N/A

Comments

N/A

Staff Communications

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As always, please remember to tie your trash bags before setting them out for curbside pickup.



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ADMINISTRATIVE REPORTS: ZONING ADMINISTRATION

Zonning Administration report for the month of February , 2019

Monthly Statistics

Approved Zoning Permits	2
Denied Zoning Permits	0
Pending Zoning Permits	2
Variance/Interpretation Granted	0
Conditional Use Permits Granted	0
Permit Extensions Granted	0
Sign Permits Issued	0
Notice of Violations	0

Comments

N/A

Staff Communications

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JANUARY 2020 - MONTH 7 OF FISCAL YEAR 2019-2020

REVENUES

Fund	Fund #	Budget	YTD Budget	YTD Collected	Difference
GENERAL FUND	10	2,242,247.10	1,307,977.48	1,097,619.59	(210,357.89)
WATER FUND	30	401,896.00	234,439.33	201,494.86	(32,944.47)
TOTAL REVENUES GENERAL & WATER FUNDS		2,644,143.10	1,542,416.81	1,299,114.45	(243,302.36)

EXPENSES

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
GOVERNING BODY	10	151,701.00	88,492.25	140,184.61	(51,692.36)
ADMINISTRATION	10	380,295.00	221,838.75	257,363.45	(35,524.70)
PUBLIC BUILDINGS	10	211,236.00	123,221.00	1,858.49	121,362.51
POLICE	10	460,610.00	268,689.17	282,764.06	(14,074.89)
BUILDING AND ZONING	10	124,660.00	72,718.33	54,968.43	17,749.90
PUBLIC WORKS	10	157,342.00	91,782.83	133,719.18	(41,936.35)
STREET	10	607,397.00	354,314.92	447,892.23	(93,577.31)
SANITATION	10	118,602.00	69,184.50	69,867.48	(682.98)
ENVIRON,CONS,REC	10	30,404.10	17,735.73	14,445.90	3,289.83
TOTAL EXPENSES GENERAL FUND		2,242,247.10	1,307,977.48	1,403,063.83	(95,086.36)

Dept Name	Fund #	Budget	YTD Budget	YTD Exp	Difference
WATER	30	401,896.00	234,439.33	146,096.81	88,342.52
TOTAL EXPENSES WATER FUND		401,896.00	234,439.33	146,096.81	88,342.52
TOTAL EXPENSES GENERAL & WATER FUNDS		\$2,644,143.10	\$1,542,416.81	\$1,549,160.64	(56,743.83)

GENERAL FUND INCOME/LOSS - YTD	(5305,444.24)
WATER FUND INCOME/LOSS - YTD	555,398.05
NET INCOME - YTD 2020	(5250,046.19)

SPECIAL PROJECTS					
Project	Fund #	Budget	This Month Actual	Amount Spent To Date	% Spent
TOWN HALL	13	1,990,701.00	196,590.40	1,161,364.53	58.34%
PUBLIC WORKS BLDG	14	300,000.00	40,058.74	149,230.33	49.74%
FEMA-GREYBEARD	15	218,232.00	2,554.97	39,901.32	18.28%
FEMA-TEXAS ROAD	16	50,000.00	0.00	38,071.55	76.14%
FEMA-PROVIDENCE TERR	17	21,000.00	0.00	15,683.00	74.68%
FEMA-CALVIN TRAIL	20	30,000.00	0.00	13,490.57	44.97%
FEMA-CULVERT PROJECT	21	39,800.00	0.00	39,274.83	98.68%
FEMA-DEBRIS PROJECTS	22	3,200.00	0.00	0.00	0.00%
FEMA-URBAN FORESTRY 2018	23	10,000.00	0.00	841.28	8.41%
FEMA-URBAN FORESTRY 2019	24	10,114.00	0.00	2,352.41	23.26%
FEMA-MISC	25	15,360.00	0.00	11,290.00	73.50%
LANDCARE	26	750.00	0.00	49.95	6.66%
TOTAL SPECIAL PROJECTS	N/A	\$ 2,689,157.00	\$ 239,204.11	\$ 1,471,549.77	54.72%

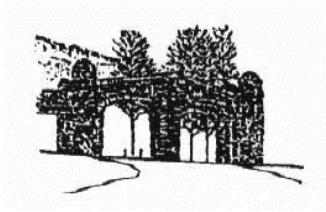


OKLAHOMA

LOOKOUT

Tow-Away Zone

OKLAHOMA



TOWN OF MONTREAT

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RESOLUTION #20-03-001 ESTABLISHING A TOW-AWAY ZONE ON LOOKOUT TERRACE

WHEREAS, the Town of Montreat is concerned about the obstacles to safe passage of all traffic on Lookout Terrace; and

WHEREAS, the narrowness of the road and the ability for emergency vehicles to pass is a public safety concern; and

WHEREAS, the Town Staff recommend a tow-away zone on Lookout Terrace between Lookout Trailhead and Whitewater Cove Road;

NOW THEREFORE BE IT RESOLVED, by the Town of Montreat Board of Commissioners that a tow-away zone be established on Lookout Terrace to ensure safety.

READ, APPROVED AND ADOPTED, this the 12th day of March, 2020.

[SEAL]

Tim Helms, Mayor

ATTEST:

I hereby certify that this is a true and correct copy of this Resolution, duly adopted by the Town of Montreat on the 12th day of March, 2020 as it appears of record in the official minutes.

Angie Murphy
Town Clerk

**TOWN OF MONTREAT
FISCAL YEAR 2020
BUDGET AMENDMENT # 6**

Be it ordained by the Town of Montreat Board of Commissioners that the following amendment be made to the Budget Ordinance for the fiscal year ending June 30, 2020.

Department(s): CAPITAL PROJECT FUND – TOWN HALL

Purpose: Appropriate funds from the General Fund to the Capital Project Fund— Town Hall, to replenish funds in the BUILDINGS account that were allocated to pay Debt Service for FY2020

Section 1. To amend the General Fund as follows:

Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget
APPROPRIATED FUND	10-00-3905-900		98,266.67	N/A
BUILDINGS	13-00-5000-733	98,266.67		572,173.38
INTERFUND TRANSFER TO CAPITAL PROJECTS FUND FROM GENERAL FUND	10-00-5000-571	98,266.67		N/A
INTERFUND TRANSFER FROM GENERAL FUND TO CAPITAL PROJECTS FUND	13-00-3915-913		98,266.67	N/A

Section 2. I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

Darlene Carrasquillo
Finance Officer

3-5-2020
Date

Section 3. Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this _____ day of _____, _____.

Recorded and filed:

Budget Officer/Town Administrator

Date

Town Clerk

Date

**TOWN OF MONTREAT
FISCAL YEAR 2020
BUDGET AMENDMENT # 7**

Be it ordained by the Town of Montreat Board of Commissioners that the following amendment be made to the Budget Ordinance for the fiscal year ending June 30, 2020.

Department(s): CAPITAL PROJECT FUND – PUBLIC WORKS BUILDING

Purpose: Transfer money from Capital Outlay—Streets to the Capital Project Fund—Public Works Building

Section 1. To amend the Capital Projects Fund as follows:

Line Item	Account Number	Increase Change (DR)	Decrease Change (CR)	Amended Budget
BUILDINGS	14-00-5000-733	22,248.95		96,038.58
CAPITAL OUTLAY-STREETS	10-20-5600-730		22,248.95	5,000.00
INTERFUND TRANSFER TO CAPITAL PROJECTS FUND FROM GENERAL FUND	10-00-5000-571	22,248.95		N/A
INTERFUND TRANSFER FROM GENERAL FUND TO CAPITAL PROJECTS FUND	14-00-3915-913		22,248.95	N/A

Section 2. I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

Darlene Carrasquillo
Finance Officer

3-5-2020
Date

Section 3. Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this _____ day of _____, _____.

Recorded and filed:

Budget Officer/Town Administrator

Date

Town Clerk

Date

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

[Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract-New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": TOWN OF MONTREAT

(b) "Buyer": Peter T Hazelrigg, Katherine Martin Reed Hazelrigg

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 365 Arkansas Trail #1

City: Montreat

Zip: 28757

County: Buncombe, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference :Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide 186 at Page(s) _____

The PIN/PID or other identification number of the Property is: 0720-16-4202-00000

Other description: _____

Some or all of the Property may be described in Deed Book 5159 at Page 190-192

(d) "Purchase Price":

\$ 121,000.00

\$ _____

\$ 6,050.00

\$ _____

\$ _____

\$ _____

\$ 114,950.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date.

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☒ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer, EITHER ☐ with this offer OR ☒ within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash, official bank check, wire transfer or electronic transfer no later than 5 p.m. on _____,

TIME BEING OF THE ESSENCE.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Page 1 of 12



This form jointly approved by:
North Carolina Bar Association

REALTOR® North Carolina Association of REALTORS®, Inc.

Buyer initials PH KMR Seller initials _____



STANDARD FORM 12-T
Revised 7/2019
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Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller. The payment of the Earnest Money Deposit to Seller and the retention of any Due Diligence Fee by Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller and/or retention by Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): Greybeard Realty

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(n) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on 2 weeks from effective date **TIME BEING OF THE ESSENCE.**

Buyer initials PR Seller initials LAURA

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place on 3 weeks from effective date (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 9 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether payable in a lump sum or future installments.

NOTE: Any Proposed and Confirmed Special Assessments must be identified by Seller in paragraph 5(b), and Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. BUYER'S DUE DILIGENCE PROCESS:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

Buyer initials PH LAUR Seller initials _____

- (i) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

- (xi) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.
- (c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.
- (d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.
- (e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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STANDARD FORM 12-T

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(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer ☐ does ☒ does not intend to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligation under this Contract are not conditioned upon obtaining or closing any loan.

NOTE: If Buyer does not intend to obtain a new loan, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

☐ *(Check if applicable)* Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ *(Check if applicable)* Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property *(check only ONE of the following options):*

☐ is listed with and actively marketed by a licensed real estate broker.

☐ will be listed with and actively marketed by a licensed real estate broker.

☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as maybe specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

Buyer initials PH LAURA Seller initials _____

5. SELLER REPRESENTATIONS:(a) **Ownership:** Seller represents that Seller:

- ☒ has owned the Property for at least one year.
☐ has owned the Property for less than one year.
☐ does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there ☐ are ☒ are not any Proposed Special Assessments. If any Proposed Special Assessments, identify: _____Seller warrants that there ☐ are ☒ are not any Confirmed Special Assessments. If any Confirmed Special Assessments, identify: _____**NOTE:** Buyer's and Seller's respective responsibilities for Proposed and Confirmed Special Assessments are addressed in paragraphs 4(a) and 6(k).(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☒ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.(d) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.(e) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)**6. SELLER OBLIGATIONS:**(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there maybe withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and dewatering. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.**NOTE:** See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

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STANDARD FORM 12-T

Revised 7/2019

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Buyer initials

PR

EAKH

Seller initials

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(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising there from.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Peter T Hazelrigg and Katherine Martin Reed Hazelrigg

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ none toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 4(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay, in full at Settlement, all Confirmed Special Assessments, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies.

If

Buyer initials PH KA Seller initials _____

legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated, with Seller responsible for the prorated amounts through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

9. DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

10. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

11. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
- ☒ Identify other attorney or party drafted addenda: KW Supplemental Provisions Addendum

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

12. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

13. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional

documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

14. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

15. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

16. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

17. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counter offer.

18. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

19. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

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.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 3/5/2020
DocuSigned by:

Buyer: Peter Hazelrigg
Peter T Hazelrigg

Date: 3/5/2020
DocuSigned by:

Buyer: Katherine Martin Reed Hazelrigg
Katherine Martin Reed Hazelrigg

Entity Buyer:

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

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Seller: _____

TOWN OF MONTREAT

Date: _____

Seller: _____

Entity Seller:

Town of Montreat

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

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

[THIS SPACE INTENTIONALLY LEFT BLANK]

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: **Greybeard Realty**Acting as ☐ Buyer's Agent ☐ Seller's(sub)Agent ☐ Dual AgentFirm License#: **C10640**Mailing Address: **204 East State St, Black Mountain, NC 28711**Individual Selling Agent: **Christy McFadden**☐ Acting as a Designated Dual Agent (check only if applicable)Selling Agent License#: **308336**Selling Agent Phone#: **(828)215-7634**

Selling Agent Fax#: _____

Selling Agent E-mail: **christy@greybeardrealty.com**Listing Firm Name: **Greybeard Realty**Acting as ☒ Seller's Agent ☐ Dual AgentFirm License#: **C10634**Mailing Address: **86 Asheland Ave, Asheville, NC 28801-4044**Individual Listing Agent: **Scott Browne**☐ Acting as a Designated Dual Agent (check only if applicable)Listing Agent License#: **146747**Listing Agent Phone#: **(828)230-6580**

Listing Agent Fax#: _____

Listing Agent E-mail: **sbrowne@kw.com**

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIESSeller: TOWN OF MONTREAT ("Seller")Buyer: Peter T Hazelrigg, Katherine Martin Reed Hazelrigg ("Buyer")Property Address: 365 Arkansas Trail #1, Montreat, 28757 ("Property")☐ **LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: Greybeard Realty

By: _____

(Signature)

Scott Browne

(Print name)

☐ **SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____

(Signature)

TOWN OF MONTREAT

Date: _____

Seller: _____

(Signature)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Greybeard Realty

By: _____

(Signature)

(Print name)

☐ **ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT**

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: Greybeard RealtyTime: _____ ☐ AM ☐ PM

By: _____

(Signature)

(Print name)



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
<div> <div>PH</div> <div>LAURE</div> </div> <div>Buyer Initials</div>			<input checked="" type="checkbox"/>
1. Mineral rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<div> <div>PH</div> <div>LAURE</div> </div> <div>Buyer Initials</div>		<input checked="" type="checkbox"/>	
2. Seller has severed the mineral rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<div> <div>PH</div> <div>LAURE</div> </div> <div>Buyer Initials</div>		<input checked="" type="checkbox"/>	
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"/>	
<div> <div>PH</div> <div>LAURE</div> </div> <div>Buyer Initials</div>			<input checked="" type="checkbox"/>
4. Oil and gas rights were severed from the property by a previous owner.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<div> <div>PH</div> <div>LAURE</div> </div> <div>Buyer Initials</div>		<input checked="" type="checkbox"/>	
5. Seller has severed the oil and gas rights from the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<div> <div>PH</div> <div>LAURE</div> </div> <div>Buyer Initials</div>		<input checked="" type="checkbox"/>	
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"/>	

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: 365 Arkansas Trail, Montreat, NC 28757

Owner's Name(s): Town of Montreat

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: _____ Date: _____

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: Peter Hazelrigg Date: 3/4/2020

Purchaser Signature: Katherine Martin Reed Hazelrigg Date: 3/4/2020



SUPPLEMENTAL PROVISIONS ADDENDUM

Note: All of the following provisions, which are marked with an "X" or those provisions not requiring denotation, shall apply to the attached Offer to Purchase and Contract. Those provisions either marked "N/A" or left blank, shall not apply.

Regarding: 365 Arkansas Trail, Montreat, NC 28757

Property Address, City and State

1. N/A **Expiration of Offer:** This offer shall expire unless acceptance is delivered to Buyer(s) or Buyer(s) agent on or before _____ AM PM (circle one) on _____, or until withdrawn by the Buyer(s) whichever occurs first.

2. N/A **PRESENT ("AS IS") MATERIAL CONDITION:** Buyer acknowledges that Buyer is purchasing the property in its PRESENT "AS IS" MATERIAL Condition. All parties understand and agree that the Seller(s) will not be obligated to make any repairs under this provision.

3. N/A **PEST INSPECTION:** If a Pest Inspection or Wood Destroying Inspection report reveals a prior infestation and damage associated therewith, then Buyer Seller shall be responsible for obtaining and providing to Buyer 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.

4. N/A **SEPTIC SYSTEM INSTALLATION/MODIFICATION:** (To be used with Offer to Purchase Form 2-T only) As a part of the Buyer(s) Due Diligence, Buyer intends to obtain an improvement Permit or written evaluation from the County Health Department for a (check only one) ☐ conventional or ☐ other _____ ground absorption sewerage system for a _____ bedroom home. Except for the costs of clearing the property, all costs and expenses of obtaining such Permit or Written evaluation shall be borne by the buyer unless otherwise agreed. Seller shall be responsible for clearing that portion of the property required by the County to perform its tests and/or inspections by no later than _____ (Note: Insert a date that will allow testing to be completed prior to the end of the due diligence period.)

5. N/A **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 Manufactured Home to an improvement to Real Property, as set forth in NC G.S. 47-20.6, 47-20.7, and 20-109.2

(c.) Satisfy any and all obligations outstanding and unpaid which are a lien against the said Manufactured Home; and;

(d.) Warrant to Buyer(s) that no security interest in any third party exists against the said Manufactured Home, which warranty will survive closing.

Buyer Initial   Seller Initial  

[revised 3/2018]

6.X **AREA REGIONAL AIRPORTS** Buyer acknowledges awareness of and possible noise associated with Regional Airports in Western North Carolina. Many aircrafts operate from these airports with varying traffic patterns depending on the wind and weather conditions. The three main Regional Airports are 1) The Asheville Regional Airport which is located near Interstate 26 at mile marker 40; 2) Hendersonville airport which is located at 1232 Shepherd Street, Hendersonville; and 3) Transylvania County Airport which is located on Old Hendersonville Road, Penrose. The Buyer(s) are advised to contact these regional airports to inquire into flight patterns and any other matters or concerns which the Buyer(s) may have as to such airport traffic. 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 prior to the conclusion of the Due Diligence Period. THE CONCLUSION OF THE DUE DILIGENCE PERIOD SHALL CONSTITUTE ACCEPTANCE OF THIS PROVISION, AND ALL OTHER CONDITIONS OF THE PROPERTY, BY THE BUYER(S).

The Asheville Regional Airport	The Hendersonville Airport	The Transylvania County Airport
61 Terminal Drive Ste #1 Fletcher NC 28732	1232 Shepherd Street Hendersonville NC 28792	PO Box 1390 Etowah NC 28729
828-684-2226	828-693-1897	828-877-5801
<i>Located:</i>	<i>Located:</i>	<i>Located:</i>
Near Interstate 26, mile marker 40	1232 Shepherd Street Hendersonville NC	Old Hendersonville Rd Penrose NC

7. X **MISSION HOSPITAL HELICOPTER:** Buyer(s) acknowledge awareness of and possible noise associated with the helicopter serving Mission Hospital, which is located between Biltmore Ave and McDowell Street in Asheville. Buyer(s) may wish to contact Mission Hospital 828-213-1111 to inquire into the flight patterns and any other matter and concerns which Buyer(s) may have to as the helicopter service and how it pertains to the close location of property.

8. N/A **NEW CONSTRUCTION:** The Seller(s) shall provide Buyer(s) with a One-Year Builder's Warranty, as provided by applicable North Carolina Law.

9. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property shall be conveyed subject to existing leases and/or rights of tenants. Seller shall deliver to buyer on or before _____ true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statements of all tenant's deposits, uncured defaults by Seller or tenants and claims made by or to tenants, if any (NOTE: Insert a date that will allow review to be completed prior to the end of the Due Diligence Period) NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

Buyer Initial   Seller Initial  

[revised 3/2018]

10. N/A **REGISTERED ENVIRONMENTAL SITE:** Property may be bordered by or located near a site that is recognized as having environmental contamination or concerns, or is subject to investigation, administrative action, or remedial measures taken by the Environmental Protection Agency (EPA), the North Carolina Department of Environmental Protection (NCDEDR), or other governmental agencies. It is the Buyer(s)' sole responsibility to investigate to their satisfaction any and all concerns they may have regarding this issue. Brokers associated with this transaction, make no representation as to the characteristics and condition of the property, any improvements to the property, or, with respect to any active or inactive investigations, any action by the EPA, NCDENR, or any other governmental agency.

Possible sources of information concerning registered environmental sites are the following:

a. EPA Superfund Sites in North Carolina: <http://www.epa.gov/region4/superfund/sites/sites.html#nc>

b. EPA Toxics Release Inventory (TRI) Program:
<http://www2.epa.gov/toxics-release-inventory-tri-program>

c. NCDEQ Brownfields Project Map Inventory:
<https://deq.nc.gov/about/divisions/waste-management/waste-management-rules-data/waste-management-gis-maps/brownfields-sites-and-boundaries>

11. X **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.

12. X **TRAIN:** Buyer(s) acknowledge 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.

13. X **OTHER:** Buyer understands that the disclosures on this Acknowledgment are not all-inclusive, and that there are other situations or conditions not listed that could affect the value of the Property or Buyer(s)' satisfaction with the Property. The situations and conditions listed on this Acknowledgment are among the most common encountered, but Buyer(s) acknowledge they are ultimately responsible for identifying any situation or condition that may affect the Property and choosing whether to investigate such situation or condition. Buyer(s) acknowledge the following: (a) they understand that these disclosures are not made by the Sellers and are not a warranty by any real estate broker involved in the transaction, and (b) these disclosures are not a substitute for their own inspection and investigation of the property. Buyer(s) hereby agrees to indemnify and hold Firm harmless from and against any and all liability, claim, loss, damage, suit, or expense that Firm may incur either as a result of Buyer(s) selection and use of any of the listed disclosures.

14. N/A **AGREED-UPON REPAIRS AND/OR IMPROVEMENTS:** Seller agrees, prior to Settlement Date and at the Seller's expense to complete the following items:

15. N/A **OTHER CONDITIONS OR PROVISIONS:**

Buyer Initial PR LA Seller Initial

[revised 3/2018]

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

For any questions regarding this form, or its use, you should consult a North Carolina licensed attorney.

DocuSigned by
Peter Hazelrigg 3/4/2020
DocuSign Envelope ID: 8A77C87B0C3E

BUYER

DocuSigned by
Katherine Martin Reed Hazelrigg 3/4/2020
DocuSign Envelope ID: 2B0A9D0F2B0A9D0F2B0A9D0F2B0A9D0F

BUYER

SELLER

SELLER

[revised 3/2018]

