

COUNTY OF CRAVEN

Prepared by: Moeller, PA

FLOOD DAMAGE DISCLOSURE AND AGREEMENT TO HOLD HARMLESS

"Seller": Wendy Fisher

"Buyer": _____

"Agents": Listing: Lynne Davenport Selling: _____

"Property": 1608 Brices Creek Rd., New Bern
NC 28562

The Seller of the Property referenced hereinabove represents to the Buyer as follows (initial appropriate paragraph):

_____ The Property sustained flood damage as a result of Hurricane Florence.

The Property DID NOT sustain flood damage as a result of Hurricane Florence.

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The Seller makes no representation as to whether the Property sustained flood damage as a result of Hurricane Florence.

The Buyer of the Property referenced hereinabove, hereby understands, acknowledges and agrees as follows:

1. Buyer intends to view and/or purchase the Property identified hereinabove.
2. Buyer is aware that the Property may have sustained flood damage as a result of the effects of Hurricane Florence.
3. Buyer understands and is aware that an owner of a property that is deemed to be "substantially damaged" under National Flood Insurance Program standards may be required to bring structures on the Property into compliance with local floodplain management regulations. These regulations may require the owner to do one of the following:
 - a. Elevate their structures (including the home, residence, garage, etc.), or change them in some other way to comply with those local floodplain regulations and avoid future losses;
 - b. Relocate or demolish the structure; or,
 - c. Flood proof a non-residential structure.
4. Buyer's agent has advised Buyer to check with local building officials during Buyer's Due Diligence Period to determine whether the property has been "substantially damaged" and to determine which permits for repairs will be required before beginning repair work. Buyer has also been advised to seek estimates for the costs of repairs and costs to comply with the regulations set forth in Paragraph 3 prior to the expiration of the Due Diligence Period.
5. A property that has been hit by a hurricane may have sustained damage which may not be apparent. Buyer's agent has advised Buyer to have the property inspected by a licensed inspector for a

determination as to whether or not any hazardous conditions are present during the Due Diligence Period and before entering or occupying the residence.

- 6. Buyer's agent has advised Buyer to have any septic systems or wells inspected and analyzed during the Due Diligence Period and prior to being used.
- 7. Buyer understands that the standard form 2-F Offer to Purchase and Contract states that "THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION" unless the Buyer and Seller agree in writing for repairs or improvements to be made to the Property.
- 8. Buyer understands and acknowledges that this disclosure is not exhaustive of all financial and/or health risks associated with purchasing a property damaged by a flood, and Buyer assumes any and all loss or damages associated with the purchase of the Property.

In consideration for the Agents' respective agreements to represent Seller and/or Buyer in the purchase and sale of the potentially flood-damaged property, Seller and Buyer agree to indemnify and hold Agents and Agents' respective brokerage firms harmless from any and all liability, loss, expense, or cause of action in any way arising as a result of the flooding of the Property, including but not limited to, a "substantial loss" designation of the Property, permits, costs to elevate, relocate, demolish and/or flood proof structures located on the Property, hazardous or dangerous conditions caused by the flood, and any other defect or condition affecting the Property.

DocuSigned by:

Wendy Fisher

Seller

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Date: 6/5/25

Seller

Date: _____

Buyer

Date: _____

Buyer

Date: _____

Lynne Daverest
Listing Agent

Date: 6/5/25

Selling Agent

Date: _____