

Initial Application Date: 7/7/10

ANNED  
7/8/10  
DATE

Application # 10-500-24777  
CU# \_\_\_\_\_

**COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION**

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 Fax: (910) 893-2793 www.harnett.org/permits

LANDOWNER: Harnett County Land Group Mailing Address: P.O. Box 326

City: Zebulon State: NC Zip: 27597 Contact # \_\_\_\_\_ Email: \_\_\_\_\_

APPLICANT\*: Wyan Construction Mailing Address: 2550 Capital PR.

City: Creedmoor State: N.C. Zip: 27522 Contact # 919-528-1347 Email: \_\_\_\_\_

\*Please fill out applicant information if different than landowner  
CONTACT NAME APPLYING IN OFFICE: Wade Hare Phone # 919-539-2077

PROPERTY LOCATION: Subdivision: Tinger Point Lot #: 103 Lot Size: 0.65

State Road # 27 State Road Name: HWY 27 WEST Map Book & Page: PB20010, PG4344

Parcel: 03957601 008807 PIN: 9597-24-8366 00

Zoning: R20R Flood Zone: X Watershed: N/A Deed Book & Page: OTP 1 Power Company\*: Progress Energy

\*New structures with Progress Energy as service provider need to supply premise number \_\_\_\_\_ from Progress Energy.

SPECIFIC DIRECTIONS TO THE PROPERTY FROM LILLINGTON: 27 West 11 miles @ Subdivision  
on left.

**PROPOSED USE:**

- SFD: (Size 60 x 50) # Bedrooms: 3 # Baths: 2 Basement (w/wo bath): 0 Garage:  Deck: \_\_\_\_\_ Crawl Space: \_\_\_\_\_ Slab:   
(Is the bonus room finished? ( ) yes ( ) no w/ a closet? ( ) yes ( ) no (if yes add in with # bedrooms)
- Mod: (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms \_\_\_\_\_ # Baths \_\_\_\_\_ Basement (w/wo bath) \_\_\_\_\_ Garage: \_\_\_\_\_ Site Built Deck: \_\_\_\_\_ On Frame \_\_\_\_\_ Off Frame \_\_\_\_\_  
(Is the second floor finished? ( ) yes ( ) no Any other site built additions? ( ) yes ( ) no
- Manufactured Home: \_\_\_\_\_ SW \_\_\_\_\_ DW \_\_\_\_\_ TW (Size \_\_\_\_\_ x \_\_\_\_\_) # Bedrooms: \_\_\_\_\_ Garage: \_\_\_\_\_ (site built? \_\_\_\_\_) Deck: \_\_\_\_\_ (site built? \_\_\_\_\_)
- Duplex: (Size \_\_\_\_\_ x \_\_\_\_\_) No. Buildings: \_\_\_\_\_ No. Bedrooms Per Unit: \_\_\_\_\_
- Home Occupation: # Rooms: \_\_\_\_\_ Use: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_ #Employees: \_\_\_\_\_
- Addition/Accessory/Other: (Size \_\_\_\_\_ x \_\_\_\_\_) Use: \_\_\_\_\_ Closets in addition? ( ) yes ( ) no

Water Supply:  County \_\_\_\_\_ Existing Well \_\_\_\_\_ New Well (# of dwellings using well \_\_\_\_\_) \*MUST have operable water before final  
Sewage Supply:  New Septic Tank (Complete Checklist) \_\_\_\_\_ Existing Septic Tank (Complete Checklist) \_\_\_\_\_ County Sewer

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? ( ) yes (  ) no

Structures (existing or proposed): Single family dwellings: Proposed Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

Required Residential Property Line Setbacks:		Comments:
Front	Minimum <u>35</u> Actual <u>85</u>	_____
Rear	<u>25</u> <u>60.37</u>	_____
Closest Side	<u>10</u> <u>33.42</u>	_____
Sidestreet/corner lot	<u>20</u> _____	_____
Nearest Building on same lot	<u>6</u> _____	_____

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

[Signature]  
Signature of Owner or Owner's Agent

7/6/10  
Date

**\*\*This application expires 6 months from the initial date if permits have not been issued\*\***  
**A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) AND PLAT ARE REQUIRED WHEN APPLYING FOR LAND USE APPLICATION**

NAME: Wynn Construction

APPLICATION #: 10-500-24777

**\*This application to be filled out when applying for a septic system inspection.\***

**County Health Department Application for Improvement Permit and/or Authorization to Construct**

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (complete site plan = 60 months; complete plat = without expiration)

910-893-7525 option 1

CONFIRMATION # \_\_\_\_\_

**Environmental Health New Septic System Code 800**

- Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- If property is thickly wooded, Environmental Health requires that you clean out the undergrowth to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. **Do not grade property.**
- Call No Cuts to locate utility lines prior to scheduling inspection. 800-632-4949 (This is a free service)
- After preparing proposed site call the voice permitting system at 910-893-7525 option 1 to schedule and use code **800** (after selecting notification permit if multiple permits exist) for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to verify results. Once approved, proceed to Central Permitting for permits.

**Environmental Health Existing Tank Inspections Code 800**

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over door as diagram indicates. Loosen trap door cover. (Unless inspection is for a septic tank in a mobile home park)
- After preparing trapdoor call the voice permitting system at 910-893-7525 option 1 & select notification permit if multiple permits, then use code **800** for Environmental Health inspection. **Please note confirmation number given at end of recording for proof of request.**
- Use Click2Gov or IVR to hear results. Once approved, proceed to Central Permitting for remaining permits.

**SEPTIC**

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted       Innovative       Conventional       Any  
 Alternative       Other \_\_\_\_\_

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant must attach supporting documentation.

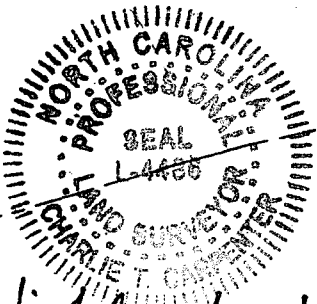
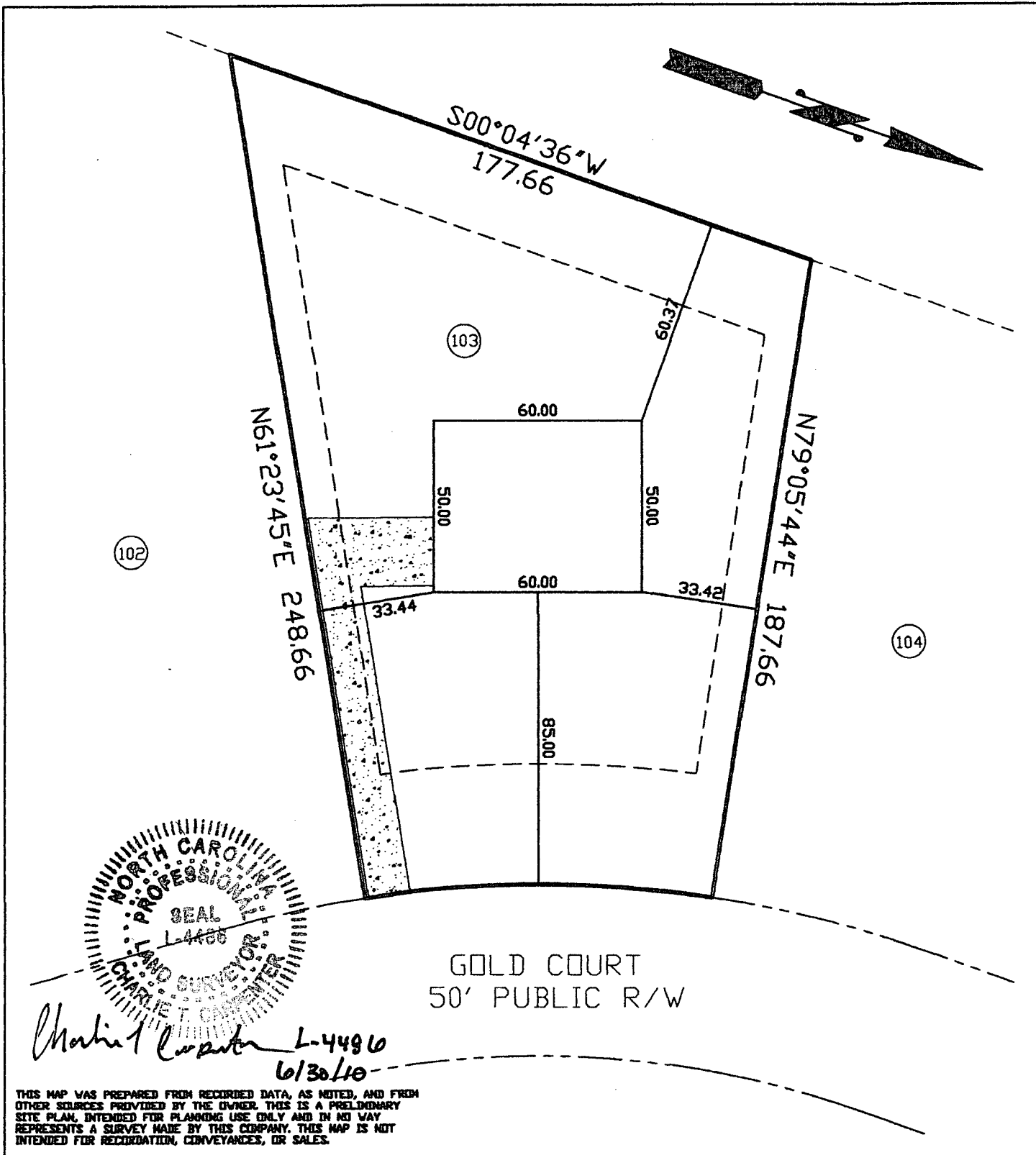
- YES  NO Does the site contain any Jurisdictional Wetlands?  
 YES  NO Do you plan to have an irrigation system now or in the future?  
 YES  NO Does or will the building contain any drains? Please explain. \_\_\_\_\_  
 YES  NO Are there any existing wells, springs, waterlines or Wastewater Systems on this property?  
 YES  NO Is any wastewater going to be generated on the site other than domestic sewage?  
 YES  NO Is the site subject to approval by any other Public Agency?  
 YES  NO Are there any easements or Right of Ways on this property?  
 YES  NO Does the site contain any existing water, cable, phone or underground electric lines?

If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules. I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.

  
 \_\_\_\_\_  
 PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

7/6/10  
 \_\_\_\_\_  
 DATE



*Charlie T. Carpenter L-4486*  
*6/30/10*

GOLD COURT  
 50' PUBLIC R/W

THIS MAP WAS PREPARED FROM RECORDED DATA, AS NOTED, AND FROM OTHER SOURCES PROVIDED BY THE OWNER. THIS IS A PRELIMINARY SITE PLAN, INTENDED FOR PLANNING USE ONLY AND IN NO WAY REPRESENTS A SURVEY MADE BY THIS COMPANY. THIS MAP IS NOT INTENDED FOR RECORDATION, CONVEYANCES, OR SALES.

**Charlie T. Carpenter, P.L.S.**  
 Professional Land Surveyor

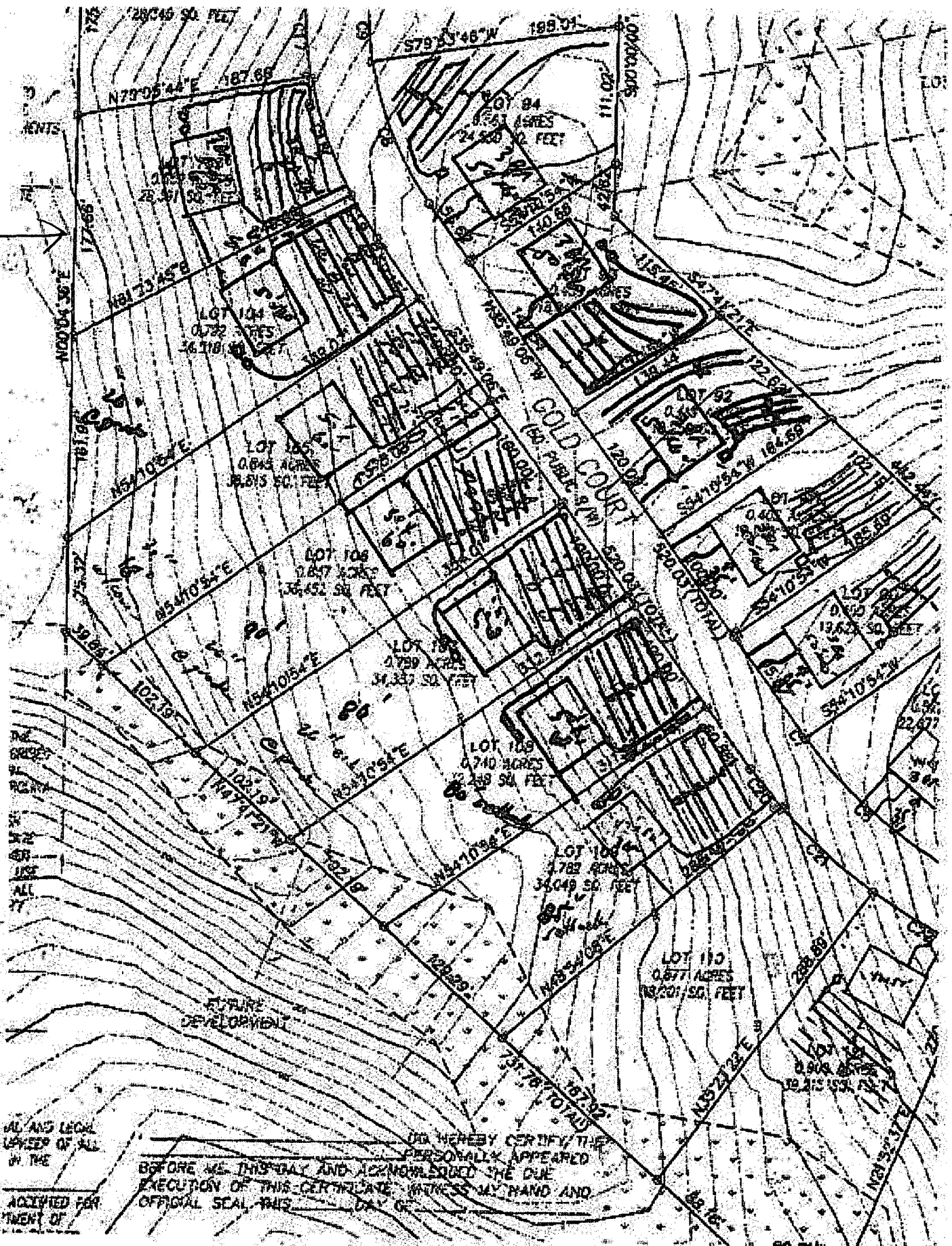
1940 Juniper Church Road  
 Four Oaks, NC 27524  
 (919) 963-2909  
 (919) 320-5281

PRELIMINARY SITE PLAN FOR:  
**WYNN CONSTRUCTION**

PIN 9597-24-8366.000  
 PARCEL ID 03957601 0088 07  
 LOT 103 TINGEN POINTE S/D  
 PB20010 PG43-44  
 6/29/10  
 1"=40'

**205 GOLD COURT  
 BROADWAY, NC 27505**

103



ALL AND LEGAL  
 INTERESTS OF ALL  
 IN THE  
 ACCEPTED FOR  
 TMENT OF

I DO HEREBY CERTIFY THAT I  
 PERSONALLY APPEARED  
 BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE  
 EXECUTION OF THIS CERTIFICATE WITH MY HAND AND  
 OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

FUTURE  
 DEVELOPMENT

75' HOUSE SETBACK

SOUTHEASTERN SOIL & ENVIRONMENTAL ASSOC, INC.

PROPOSED SUBSURFACE WASTE DISPOSAL SYSTEM DETAIL SHEET

SUBDIVISION Tinyon Pt 2

LOT 103

INITIAL SYSTEM pump to approved 2" reduction

REPAIR pump to approved 2" reduction

DISTRIBUTION series

DISTRIBUTION A-box

BENCHMARK 100.0

LOCATION Front corner 103/102

NO. BEDROOMS 3

proposed CTAR = 0.4 gal/ft<sup>2</sup>

<u>LINE</u>	<u>FLAG COLOR</u>	<u>ELEVATION</u>	<u>ACTUAL LENGTH</u>
1	W	100.84	80'
2	P	100.50	80'
3	W	100.25	25'
			225'
4	P	100.00	25'
5	W	99.50	25'
6	P	98.98	25'
			225'

Initial



BY M. SAUER

DATE 06/2010

- (\*) DO NOT REMOVE SOIL WHEN CLEARING. HAND CLEAR IF NECESSARY
- (\*) INSTALL AT 18"

Typ Profile  
 0-18 LS (14% max)  
 18-30 SC (Fr. 50K)  
 C-2 > 32"

## Real Estate Lot Purchase Agreement

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of May, 2010, by and between, MorCorp Investments, LLC, ("Seller"), whose contact address is 111 West Main Street, Ste. 202, Garner, NC 27529 and Wynn Construction, Inc., ("Buyer"), whose address is 2550 Capitol Drive, Suite #105, Creedmoor, NC 27522.

### RECITALS

WHEREAS, Seller will be closing, on or about 7/15/2010, on the purchase of Ten (10) lots for single family residential purposes, within Phase 3B of a project currently known as, TINGEN POINTE, ("Subdivision"), located in HARNETT County, North Carolina as shown on Exhibit "A" attached hereto and hereinafter known as, ("Lots"). Lots have been Approved by all state and county governmental agencies and infrastructure has been completed, as defined herein. Lots have been recorded in the Harnett County, Register of Deeds office, State of North Carolina in Book 2010, Page 43 - 45, a copy is attached hereto by reference. Subdivision was developed by and Seller will purchase the Lots from Butner Investments, LLC, whose address is : \_\_\_\_\_, hereinafter known as, ("Developer of Record"). Seller is buying Lots from Developer of Record for \$25,000 each by/through the "Lot Purchase Agreement" between Buyer and Developer of Record, signed and dated : May 20th, 2010, a copy of which is attached hereto as Exhibit "B".

### AGREEMENT

In consideration of the mutual promises, covenants and conditions contained herein, Seller and Buyer agree as follows :

1. **PURCHASE AND SALE:** Buyer hereby agrees to purchase from Seller all (10) Lots, under the mutually agreeable terms and conditions defined herein. Buyer agrees to purchase from Seller Lots #: 92-94, 9103-109, as shown on the plat map attached hereto as, "Exhibit "A".
2. **PURCHASE PRICE :** The purchase price of each of the identified Lots shall vary per the terms defined in Section 4 below and shall be paid in cash or certified funds at/through the Closings of each of the lots in accordance with all the terms and conditions of this Agreement.
3. **DEPOSIT:** At the time of execution of this "Agreement", Buyer shall deliver to Seller, an earnest money deposit ("Deposit") of \$1,000 per lot being purchased, equal to Ten Thousand Dollars (\$10,000), in order to secure the Buyer's obligation hereunder. This Deposit is Non-Refundable. However, Seller shall apply \$1,000 of such Deposit towards the purchase price of each of the Lots at each Lot closing, per the schedule as defined in Section 4 below.
4. **CLOSING OF LOTS:** Conveyance of title and payment of the purchase price ("Closing") for all of the Lots defined herein are to be closed as follows: (all dates shall mean calendar days)
  - a. Buyer shall close on the purchase of all of these defined (10) Lots over a maximum of a Nine (9) month period from the date of Seller's purchase closing of such lots from the Developer of Record, as follows :
  - b. Of these (10) Lots, any (5) Five lots shall be closed by Buyer within (180) calendar days of the date of Seller's purchase of such lots from the Developer of Record, at a lot price of \$29,000 per lot;
  - c. Buyer shall then close on the remaining defined (5) Five Lots within (270) days of the date of Seller's purchase of such lots from Developer of Record, at a lot price of \$31,000 per lot;
  - d. Buyer shall have the right to close on any/all Lots defined herein at anytime earlier than defined herein, however, Buyer shall pay the same lot prices as defined above in order that Seller will collect the same average price per lot of \$30,000.
  - e. Buyer currently owns or has control of other lots in this Subdivision that Buyer is currently or will be building upon, more specifically known as lot #: (in Phase 3B= Lot #: 70-71, 81, 85, 95-96, 101-102,

114 & ~~97-100~~ 113, and in Phases 1 & 2 = #: 40, 41, 43, 47, 57, 61-69, & 82; hereinafter known as "Other Buyer Lots". "Other Buyer Lots" shall exclude the following lot #s located within Phases 1 & 2 of Subdivision: (lot # 1, 3-4, 13, 29-32, 35, 37, and 55-56), which are also owned by Buyer. Therefore, anytime after Sixty (60) days from the date of Seller's purchase of the subject Lots from Developer of Record, as defined in Section 1 above, Buyer agrees to close on at least one (1) Lot, as defined in 4a through 4d above, within 30 days of a contract for sale of a home on any of the above defined "Other Buyer Lots" and/or the subject Lots. This process shall continue until all defined Lots owned by Seller are closed by Buyer from Seller, however, All defined Seller owned Lots shall be closed by Buyer no later than the closing dates defined in 4a through 4d above.

- f. As of the date of this Agreement, each of the subject Lots has/have all improvements in place, are not requiring anything additional from Seller, and are ready for lot closings to occur by Buyer as defined in this Agreement. No additional improvements are required of Seller for Buyer's purchase of Lots.
- g. Buyer shall be responsible for paying any/all Homeowners Association dues and/or assessments, if any, that may be associated with these defined Lots from the date of Seller's purchase of Lots.
- h. Should Buyer not close on Lots as defined herein in Section 4 (a thru f), there shall be a \$75 per day carry charge added to the purchase price of any/all Lot(s) that are past due to be closed. Should Buyer fail to close on any lots by the required closing date(s), then Seller can sell to another buyer and Buyer would remain liable for the difference in lot sales price, (if less than the contract price), PLUS the \$75 per day late fee calculated through the actual date that Seller closes on the sale of the Lot(s) to another buyer.

5. **Seller's Representations and Warranties:** Buyer has purchased other lots in this subject Subdivision prior to the purchase of these subject Lots from Seller. Therefore, Buyer is familiar with all of the subject lot improvement details on each of these subject Lots without the need for Seller to represent further. Buyer acknowledges that Seller did not develop the Subdivision in which these Lots are located and Buyer will need to look to the Developer of Record for remedies of any problems with road improvements, storm water retention, septic soil issues, and any other improvements made to these subject Lots. Seller agrees to work with Buyer, on an as needed basis, to assist Buyer in obtaining any/all necessary assistance from Developer, however, Buyer agrees to hold Seller harmless of any loss, damages, etc. incurred as a result of any improvements, Septic or soil problems, etc. that Buyer may encounter on any of these subject Lots. Buyer shall also agree to cover any/all of Seller's costs that may be necessary should Buyer need Seller to assist with any problems or issues arising with Developer of Record on any of the subject Lots. All improvements for Subdivision were/shall be installed by Developer of Record per Subdivision improvement plans submitted to and approved by Harnett County and NCDOT. Each Lot has been improved with County water run to each lot line and Buyer shall be responsible for payment of any water tap or hook-up fees necessary to obtain access to water on each lot.

The subject Lots are part of a recorded subdivision plat fronting on paved streets. Seller cannot guarantee that Buyer will be able to put any size or style home that they may choose on every lot in subdivision. Harnett County building guidelines will require Buyer to submit house plans to Harnett County Inspections for approval in order to obtain final building & septic permits. The septic system layout type and size will be determined at that time by Harnett County Health department based upon the Buyer's chosen home size and the location of the house on each lot. Seller purchased the subject lots from Developer of Record based upon each lot being an approved buildable lot, recorded and ready for construction. Developer of Record has warranted that each of these lots are suitable for a septic system suitable for a single family home and that should any Lot fail to be approved by Harnett County for such permit then Developer of Record will trade the Lot for another available Lot of same price. As a result, Buyer agrees to hold Seller harmless should any of the subject lots end up not being suitable for a septic system approval by Harnett County. Seller agrees to work with Buyer and Developer of Record, as needed, to make any lot line Adjustments necessary to make any such lot approvable, but Buyer agrees to purchase all such Lot(s) as defined in this Agreement, regardless of whether these issues can be resolved or not.

**Improvements (Private and Public):** All utilities and streets have been built to State, County, and NCDOT specs according to the development, utilities, and road construction plans approved by State, County, and NCDOT. If not turned over to NCDOT for maintenance as of the date of this Agreement, these roads will not be turned over to NCDOT for public maintenance until such time as there are a sufficient number of occupied homes in Subdivision to meet NCDOT requirements. Seller is/was not the Developer of this Subdivision, therefore, shall not be responsible for working with NCDOT to get roads accepted by NCDOT at the appropriate time, and this shall not be grounds for Buyer to delay any defined lot closings. Buyer shall be responsible for all lot related fees including, but not limited to, any lot clearing/grading necessary for desired house placement &/or septic system installations, any/all construction fees, building permit/inspection fees, homeowners association dues, soils evaluations, septic layouts, and any water meter tap or access fees which shall be paid by Buyer as part of the building and permit process for the house construction on each Lot purchased.

**Covenants and Restrictions :** There are recorded Restrictive Covenants on all Lots in Subdivision. Buyer has already, as of the signing of this Agreement, reviewed and approved such covenants and restrictions placed upon the subject Subdivision Lots.

**6. MISCELLANEOUS:**

- a. TIME SHALL BE OF THE ESSENCE with regards to All dates in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and proper venue shall be deemed Wake County.
- b. The terms, conditions, and covenants contained in the Agreement shall survive the Closings and delivery of deeds. If the deeds and this Agreement are inconsistent, the provisions of this Agreement shall control.
- c. This Agreement shall bind and benefit the parties to this agreement and their heirs, personal representatives, successors, and assigns.
- d. This Agreement may not be assigned by Buyer, unless separately agreed to in writing by Seller, prior to any such assignment. Any such allowed assignment shall not be unreasonably withheld. However, Seller may assign this Agreement at any time without additional written authorization from Buyer.
- e. Buyer agrees to maintain proper liability insurance and shall indemnify and hold Seller harmless from any/all damages and/or injury(s) that may occur to a subcontractor, real estate agent, employee, home buyer, inspector, neighbor, etc., on any Lot that is/are purchased by Buyer from Seller in Subdivision.
- f. The invalidity or unenforceability of any provisions of the Agreement shall not be considered a waiver of any other provision, all of which shall be valid and enforceable to the fullest extent permitted by law.
- g. The waiver of any party of a breach of any provision of this Agreement shall not be considered a waiver of any other breach of such provisions or any other provision of this Agreement.
- h. At all times, the parties will operate in good faith in carrying out the terms of this Agreement.

7. "Intended Use" shall mean the use of the Property for the following purpose: Construction of single family residential homes.

8. "Seller's Notice Address" shall be as follows:

MorCorp Investments, LLC  
Attn: Mike A. Morrison  
111 West Main Street, Suite 202  
Garner, North Carolina 27529  
except as same may be changed pursuant to Section 19.



9. "Buyer's Notice Address" shall be as follows:

Wynn Construction, Inc.  
Attn: Bill Wynn  
2550 Capitol Drive, Suite #105  
Creedmoor, NC 27522

except as same may be changed pursuant to Section 19.

10. **Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes or applicable utilities shall be paid by Buyer as of the date of Closing. Therefore, Buyer shall pay deed stamps, and other conveyance fees or taxes, all property taxes, all utility costs, deed preparation, recording fees, and attorney's fees for Seller associated with Seller's purchase of subject Lots from Developer of Record, as well as, the subsequent resale of Lots to Buyer per the terms of this Agreement. In addition, Buyer shall pay all recording costs, costs of any title search/commitment, title insurance, attorney's fees for Buyer, water meter taps fees, and all costs associated with Buyer obtaining any financing to complete purchase of Lots.
11. **Sale of Property:** Seller agrees to sell the Property and Buyer agrees to purchase the Property for the Purchase Price set forth in Section 4 herein.
12. **Title:** Seller agrees to convey fee simple marketable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, and road rights-of-way of record. Should a defect in title show up on any Lot(s), Buyer shall have the right to refuse the purchase of any such Lot(s) until such time as the Lot(s) is/are free from all title defects. Any time up to any scheduled lot closing date(s), Buyer may obtain, at Buyers' expense, a commitment of title insurance issued by a qualified title insurer agreeing to issue to Buyer, upon recording of the deed, an owner's title insurance policy in the amount of the full purchase price.
13. **Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal within or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371) (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et. seq. (42 U.S.C. 9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property.
14. **Risk of Loss/Damage/Repair:** Until the closing of each Lot, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Buyer. In the event the Property is damaged so that a Lot(s) cannot be approved by Harnett County as a home building site prior to a closing, Buyer still agrees to purchase these lots accordingly, as these lots are completely improved and buildable as of the date of this Agreement. Should any lot become unapproved by Harnett County as a home building site for any reason, including but not limited to, the activities and/or actions of Buyer, Buyer's subcontractors, employees, agents, and/or representatives before or after they have closed on the purchase of any such Lot(s) from

Seller, per the terms of this agreement, then Buyer shall still be obligated to purchase any/all of the remaining defined Lots that have not yet been closed by Buyer and/or Buyer shall keep any such affected Lot(s).

15. **Closing:** The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price, defined in Section 4. The closings shall be held at the offices of Buyer's counsel : \_\_\_\_\_ or such other place as the parties hereto may mutually agree to in writing. Possession of each lot shall be delivered at Closing, unless otherwise agreed herein.
16. **Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section (8) as to Seller and in Section (9) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.
17. **Adverse Information and Compliance with Laws:**
  - (a) **Seller Knowledge:** Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property. Buyer shall pay all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed by the parties.
  - (b) **Compliance:** To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.
18. **Brokerage Commissions:** Buyer and Seller represent and warrant each to the other that no real estate brokers or agents or other intermediaries have been employed by either party in connection with the transactions contemplated herein. Each shall indemnify and hold the other harmless from any claims that may be made from/by any third parties in connection with the transactions contemplated herein.
19. **Default of Buyer:** In the event that any of the conditions hereto are not satisfied by Buyer, or in the event of a breach of this Agreement by Buyer, then the Deposit shall still be forfeited and such forfeiture shall not affect any other remedies available to Seller for such breach, including but not limited to, the right of specific performance.
20. **Default of Seller:** Should a closing contemplated herein not be concluded because of the default of Seller in the performance of its obligations, as defined in this Agreement, then Buyer shall have such rights and remedies as may be afforded to it by law or in equity, including but not limited to, the right of specific performance.
21. **Entire Agreement:** This Agreement, along with any Exhibit(s) attached hereto by reference, constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

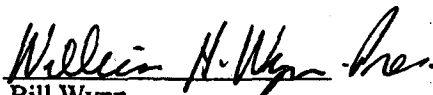
**22. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**23. DISPUTES - ATTORNEY'S FEES :** If any legal action, including, without limitation, any arbitration, arise under this Agreement or by reason of any asserted breach of or dispute regarding the interpretation hereof, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees and costs, incurred in enforcing the covenants or conditions of the Agreement, including costs incurred prior to commencement of legal action, and all costs and expense, including reasonable attorney's fees and costs incurred in any appeal from any action brought to enforce any of the terms, covenants or conditions of this Agreement.

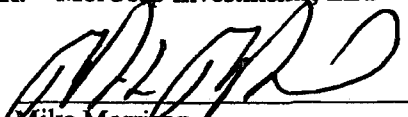
**24. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party to whom he or she signs and that his or her signature binds such party.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date set forth above. *Note:* A properly executed Faxed copy of this Agreement, by Buyer and/or Seller, shall be deemed as an original and shall be binding upon such party. However, Buyer shall provide Seller with an Original signed and notarized copy of this Agreement and the referenced Memorandum of Contract, along with the required Deposit verification within (2) calendar days after execution.

**BUYER:** Wynn Construction, Inc.

By:   
Name: Bill Wynn  
Its : President

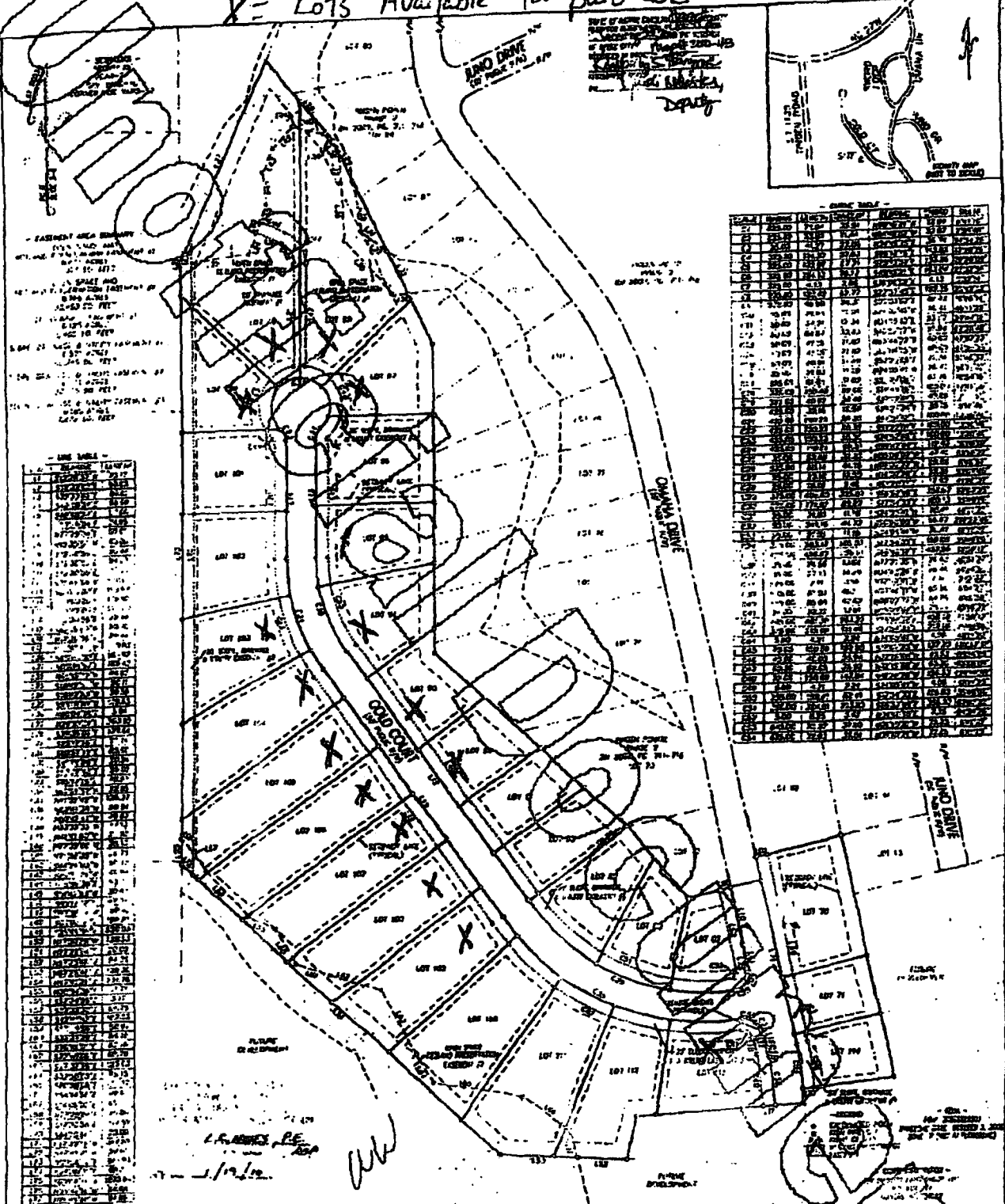
**SELLER:** MorCorp Investments, LLC

By:   
Name: Mike Morrison  
Its : Manager Member

"Exhibit A"

X = Lots Available for purchase

**UNO**



Lot No.	Area (sq. ft.)	Area (sq. m.)	Area (ac.)
1	10,000	914.4	0.23
2	10,000	914.4	0.23
3	10,000	914.4	0.23
4	10,000	914.4	0.23
5	10,000	914.4	0.23
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41	10,000	914.4	0.23
42	10,000	914.4	0.23
43	10,000	914.4	0.23
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97	10,000	914.4	0.23
98	10,000	914.4	0.23
99	10,000	914.4	0.23
100	10,000	914.4	0.23

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**chandler land surveying**  
 307 South Fugate Avenue, Fugate, NM 87726  
 Phone: 575-532-6845 Fax: 575-532-6842  
 www.chandlerland.com



FINAL SUBDIVISION PLAT  
 TINCEN POINTE - PHASE 03

PLAT NO. 11111  
 COUNTY OF SAGUARO  
 STATE OF NEW MEXICO

W

Handwritten signature