

Initial Application Date: 12-7-10

Application # 1050025720

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.hamett.org/permits

**LANDOWNER:** The Harnett Land Group Mailing Address: PO BOX 591

City: Mamers State: NC Zip: 27552 Contact # 919 603-7965 Email: edward@wynnconstruct.com

**APPLICANT\*:** Wynn Construction, Inc. Mailing Address: 2550 Capitol Dr.

City: Creedmoor State: NC Zip: 27522 Contact # 919 603-7965 Email: edward@wynnconstruct.com

\*Please fill out applicant information if different than landowner

**CONTACT NAME APPLYING IN OFFICE:** J. Edward Averett Phone # 919 603-7965

**PROPERTY LOCATION:** Subdivision: Tingen Pointe Lot #: 85 Lot Size: 1.51A

State Road # 27W State Road Name: 412 Omaha Drive Map Book&Page: 2009 / 479

Parcel: 039576 0086 85 PIN: 9597-25-9491.000

Zoning: RAR20 Flood Zone: X Watershed: N/A Deed Book&Page: OTI 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:** Take NC 27W to Omaha Dr.

Take Left onto Omaha into Tingen Pointe Lot 85 on right at guard rail

**PROPOSED USE:**

- SFD: (Size 60'W x 50'D) # Bedrooms: 3 # Baths: 2.5 Basement(w/wo bath): \_\_\_\_\_ Garage:  Deck: \_\_\_\_\_ Crawl Space:  Slab: \_\_\_\_\_ 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: X Manufactured Homes: \_\_\_\_\_ Other (specify): \_\_\_\_\_

**Required Residential Property Line Setbacks:** \_\_\_\_\_ **Comments:** \_\_\_\_\_

Front Minimum 35 Actual 36 \_\_\_\_\_

Rear 25 127.55 \_\_\_\_\_

Closest Side 10 11 \_\_\_\_\_

Sidestreet/corner lot \_\_\_\_\_

Nearest Building on same lot \_\_\_\_\_

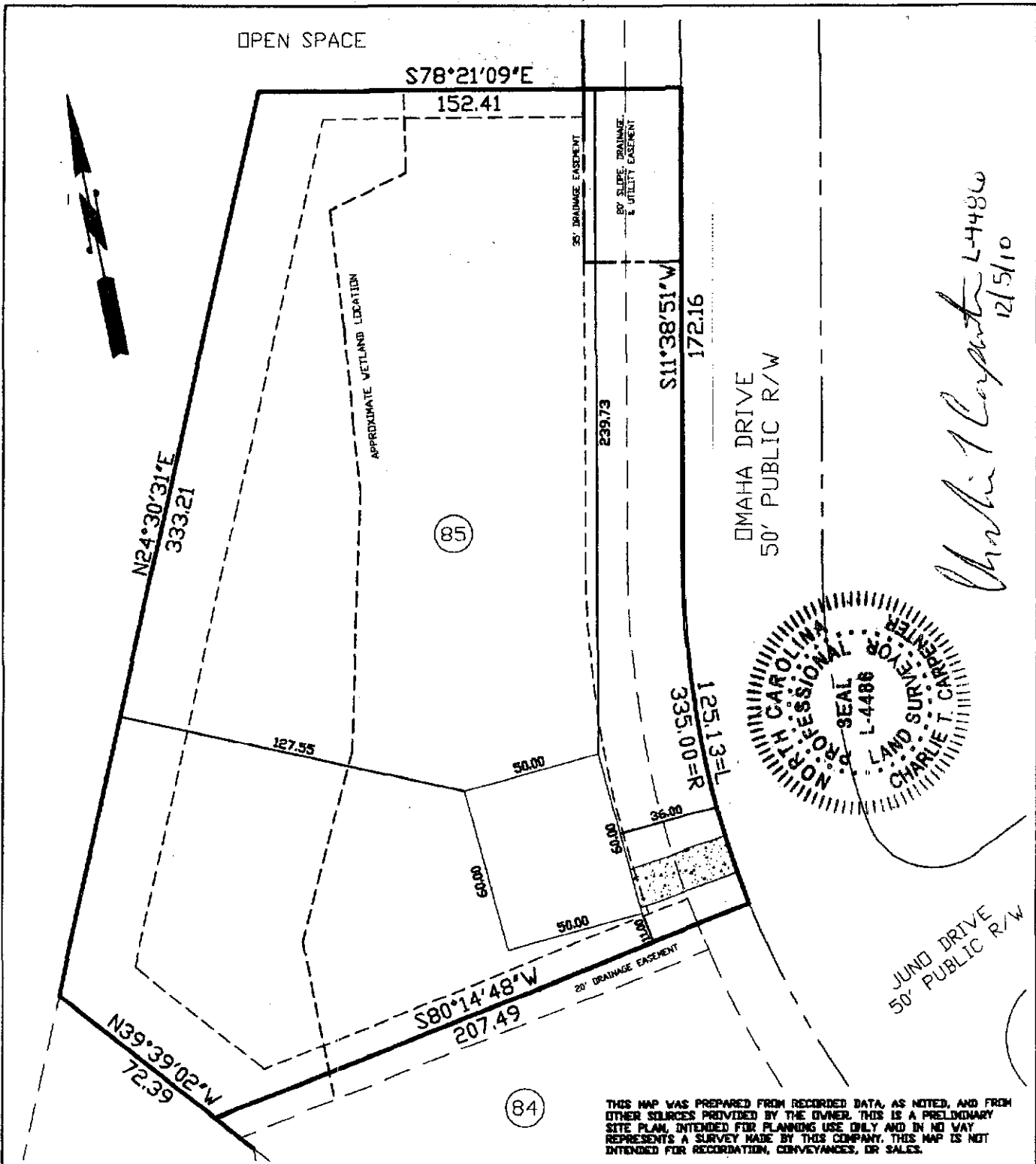
If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information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

J. Edward Averett  
Signature of Owner or Owner's Agent

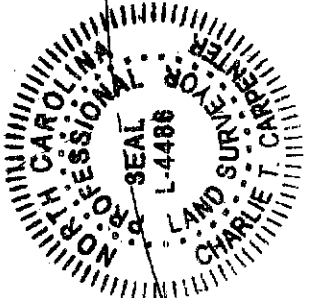
12-6-10  
Date

**\*\*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**



*Charlie T. Carpenter L-4486  
12/5/10*



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 9597-25-9491.000  
PARCEL ID 039576 0088 85  
LOT 85 TINGEN POINTE S/D  
PB2009 PG479  
12/05/10  
1"=50'

412 OMAHA DRIVE  
BROADWAY, NC 27505

NAME: Dunn Construction, Inc

APPLICATION #: \_\_\_\_\_

*J. E. Auer*

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**

- All property lines must be made visible. 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.
- All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.
- 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 outlet end of tank as diagram indicates, and lift lid straight up (if possible) and then close back down. (Unless inspection is for a septic tank in a mobile home park)
- After uncovering outlet end 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.

*J. E. Auer*  
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

12-6-10  
DATE

SOUTHEASTERN SOIL & ENVIRONMENTAL ASSOC, INC.

PROPOSED SUBSURFACE WASTE DISPOSAL SYSTEM DETAIL SHEET

SUBDIVISION Tinian Pt

LOT 85/86 Combined

INITIAL SYSTEM pump to approved 25% collect

REPAIR pump to approved 25% collect

DISTRIBUTION serial

DISTRIBUTION serial

BENCHMARK 100.0

LOCATION front corner 84/85

NO. BEDROOMS 3

propose drain = 0.35 gal / ft<sup>2</sup>

LINE      FLAG COLOR      ELEVATION      ACTUAL LENGTH

<u>LINE</u>	<u>FLAG COLOR</u>	<u>ELEVATION</u>	<u>ACTUAL LENGTH</u>
1	B	96.25	45'
2	W	95.92	47'
3	B	94.84	50'
4	W	94.17	65'
5A	B	93.50	48'
			<u>255'</u>
5B	A	93.50	32'
6	W	93.00	90'
7	B	92.42	96'
8	W	91.92	92'
			<u>289'</u>

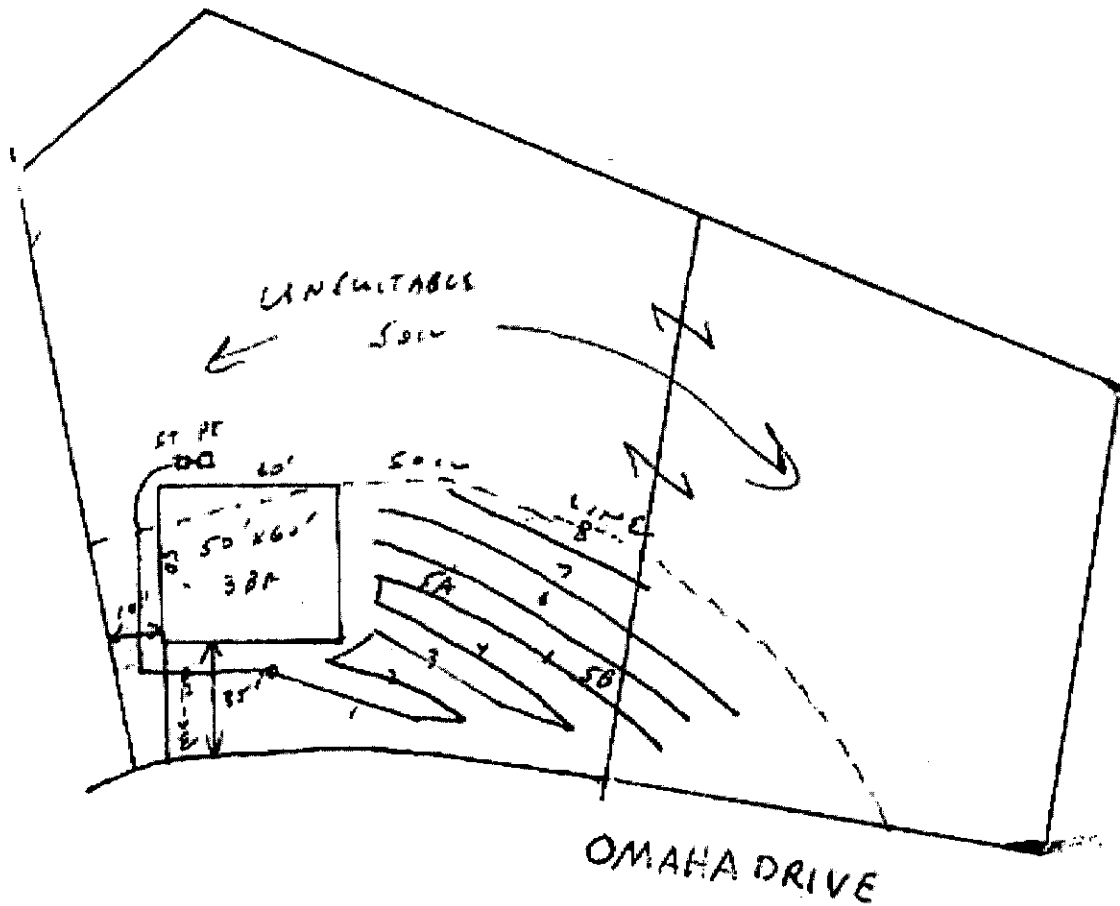
BY

DATE

# Southeastern Soil & Environmental Associates, Inc.

P.O. Box 9321  
Fayetteville, NC 28311  
Phone/Fax (910) 822-4540  
Email mika@southeasternsoil.com

Lot 85/86  
proposed sept. layout  
Tingen Pt



1" = 60'

**EXHIBIT B****LOT PURCHASE AND DEVELOPMENT ADDENDUM**

**THIS LOT PURCHASE ADDENDUM** (the "Addendum") is made to that purchase agreement (the "Contract") by and between Harnett Land Group LLC, a North Carolina Limited Liability Company (hereinafter referred to as "Seller") and Wynn Construction, Inc. a North Carolina corporation (hereinafter referred to as "Purchaser") by and between the parties.

**RECITALS.** Seller is the owner of the Property, which is located in Harnett County, North Carolina, and known as Tingen Pointe Subdivision (the "Subdivision"). Pursuant to the Contract and this Addendum, and upon the terms and conditions hereinafter set forth, Purchaser wishes to acquire 210 plus or minus fully improved and developed, duly and properly subdivided single-family detached dwelling lots. All capitalized terms not defined herein shall have the meanings ascribed to them in the Contract

**1. Purchase and Sale.** The purchase price for the property shall be calculated as \$23,500 per single family Lot (the "Purchase Price"), payable as provided herein.

**2. Deposit.** Seller acknowledges receipt of a deposit of \$20,000 (the "Escrow Deposit") to be applied towards the purchase price of the last lots in the subdivision as provided herein, or retained by Seller in the event of a default by Purchaser. All interest, if any, on the Escrow Deposit shall belong to Seller. If Purchaser fails to perform any of the covenants of this Addendum within the time specified, Seller may keep the Escrow Deposit as its sole and exclusive remedy. In the event of any default by Purchaser, Seller shall notify Purchaser of said default, and Purchaser shall have ten (10) days to cure said default before Seller can terminate the Contract and pursue its remedies provided herein.

**3. Closing.**

(a) **Initial Closing.** 40 Lots shall be closed upon no later than Sept. 28, 2007, Time is of the essence. The date of Closing of the first 40 Lots shall be the "Initial Closing". After the Initial Closing, Purchaser shall purchase 15 Lots 180 days from the Initial Closing. After that, Purchaser shall purchase 15 Lots per Quarter until all Lots are purchased, provided all the conditions to closing have been satisfied (the "Minimum Takedown").

(b) **Quarterly Closing(s).** Purchaser may, in its discretion, purchase more than the minimum number of Lots required to be purchased in any Quarter, and any excess shall be credited toward the minimum number of Lots Purchaser is required to purchase in any subsequent Quarter, and such credits shall be cumulative. Purchaser shall be entitled to more than

8-31-07

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one closing in each Quarter. Purchaser agrees to purchase Lots as identified by Purchaser and agreed to by Seller and Purchaser and in a commercially reasonable manner. "Quarter" as used herein shall mean a three (3) month period.

(c) Exchange of Lots. In the event Purchaser shall be unable to secure a building permit to erect a single family dwelling unit upon any given Lot which it shall have committed to purchase, then Purchaser shall have the right at any time prior to closing on such Lot, to exchange such Lot for any other Lot it is then entitled to purchase and close upon. In the event Purchaser, after closing on any Lot, cannot secure all required Permits for such Lot, Purchaser shall have the right to re-convey such Lot to Seller and require Seller to convey a substitute Lot to Purchase in exchange for such Lot. Purchaser and Seller shall equally bear all costs of any such exchange. In the event there are no Lots to exchange or if a Permit cannot be obtained on any available Lot, Purchaser shall receive the full return of its purchase price for such Lot. In the event a Lot requires a septic pump, Seller will reimburse Purchaser half the cost of the septic pump. This can be in the form of a cash payment to Purchaser or a credit toward lot costs on the next takedown.

(d) Tap Fees Reimbursement Purchaser shall reimburse seller at each closing, for lots purchased 50% of the tap fee costs that seller paid to Harnett County in advance.

3. Seller's Warranties, Agreements, and Covenants. Seller covenants and agrees as follows:

(a) Underground Utilities. Seller agrees, at its sole cost and expense, to install or cause to be installed such underground electric, telephone and cable television lines and conduit roadway crossing, as shall be necessary to service each of the Lots (installed to the property line of each Lot and in accordance with requisite authority), when and as required and at Seller's expense.

(b) Common Area and right-of-Way Improvements. Seller agrees, at its sole cost and expense, to install fire hydrants, street lights, street trees, street signs, common area and buffering landscaping, monuments and entry features as required by applicable governmental authorities and as specified in the approved plans and specifications, within public right-of-way and on common areas. Any other improvements, whether in the public rights-of-way or upon the Lots, including but not limited to improvements as listed in this Subsection, which were a condition to Seller's approval to develop the land and/or not normally required of Purchaser for the purpose of residential construction, shall be the

8-31-07  
WW  
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and signage for the property. Unless otherwise agree to by Purchaser, Seller agrees to budget and spend at least \$20,000 for such purposes. All plans for entry monument design and placement are subject to the prior approval of Purchaser before Seller's commencement of such construction. The entry monuments(s) and landscaping must be completed within 90 days after the initial closing.

(g) VA FHA. Purchaser shall be able to obtain, with the help of the seller, all approvals from the Federal Housing Administration (the "FHA"), the Housing and Urban Development Administration ("HUD"), and/or Veterans Administration (the "VA"), required with respect to the Subdivision as a whole and each of the Lots, or which may be required for a purchaser of a Lot from Purchaser to obtain FHA or VA financing, and, in this regard, Seller shall provide to Purchaser, at no cost to Purchaser, at least fourteen (14) days prior to the Initial Closing, such plans, agreements and documents as are necessary to file for FHA and/or VA and/or secondary market mortgage financing approvals and will cooperate with Purchaser in providing all information necessary to submit for and obtain such approvals.

(b) No Lots in Flood Zone. Seller represents and warrants that none of the Lots is located in a Flood Zone such that any owner of the Lot would be required to obtain flood insurance.

5. Pre-Closing Inspection. Prior to the Closing on any Lot pursuant to this Addendum, Purchaser shall submit to the Seller a written request to conduct a pre-closing inspection of the Property to assure that Seller has completed Seller's improvements required to be completed and to sign a memorandum (the "Punch List") describing the results of their joint inspection. Purchaser and Seller agree to act in good faith and in a commercially reasonable manner in connection with the preparation of the Punch List. Seller, at its expense, shall be required to repair all deficiencies and perform all other development work as agreed, if any, within thirty (30) days after the pre-closing inspection, or such other date as to which the Parties, in writing, shall agree.

6. Purchaser's Undertakings. In addition to its promises and agreements herein set forth, Purchaser shall:

(a) Building Permits. In accordance with its own schedule, pursue, at its sole cost and expense, the obtaining of building permits, and abide by and comply with all zoning and other applicable laws, rules and ordinances applicable in connection with the improvement of the Property.

(b) Construction Site. Maintain all of its construction sites in an orderly fashion and shall remove all debris and equipment, resulting from Purchaser's activity, in a timely fashion, and not permit mud, silt or construction

8-31-07  
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responsibility of Seller. Seller shall also erect any site improvement features, including any associated landscaping, and any permanent monuments for the Subdivision, if shown on the approved site plan or required by any applicable governmental authority.

(c) Road Maintenance. Seller shall be responsible for having all streets which it installs in the Subdivision accepted for public maintenance by the State of North Carolina or other appropriate governmental authority. Maintenance of the streets shall be the responsibility of Seller until maintenance is taken over by the State or other appropriate authority. Seller shall execute an appropriate Road Maintenance Agreement to such effect, and record it in the Harnett County Register of Deeds. Purchaser agrees to be responsible for and pay for the repair of all damages incurred to streets, curbs, shoulder, landscaping and storm water drainage facilities during the construction process that result from the negligence by Purchaser or its employees, vendors or subcontractors.

(d) HOA. Seller shall cooperate with Purchaser to prepare (at Seller's sole cost and expense): (i) a Declaration of Covenants, Conditions and Restrictions (the "HOA Declaration") imposing architectural and residential use restrictions on the Lots and, if required, providing for a homeowners' association with annual assessments against each Lot for the purpose of providing funds for the maintenance of the open space and recreational areas, if any, shown on the recorded subdivision plat; and (ii) Articles of Incorporation and By-Laws for the homeowners' association. At or prior to the Initial Closing, Seller shall record the approved HOA Declaration in the Office of the Register of Deeds of the County and shall record and file the approved Articles of Incorporation for the homeowners' association with the North Carolina Secretary of State's office. Seller and Purchaser shall mutually agree on the restrictive covenants prior to the initial closing. Seller shall be solely responsible for the establishment and maintenance of the HOA during the period the Subdivision is being developed. So long as Seller owns any Lots or other property within the Property, Seller shall be responsible for paying any operating deficits of the association. Seller will maintain at its sole cost and expense all of the common areas in the Subdivision until such responsibility is assumed by the HOA. Seller will be responsible for keeping the road shoulders mowed in front of any lots that are currently owned by seller. Purchaser will be responsible for keeping the road shoulders mowed in front of any lots that are currently owned by purchaser.

(f) Entry Monument, Signage. Seller shall design, construct, irrigate, install lighting, landscape and maintain the entry monument(s)

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8-31-07  
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debris to accumulate upon any public or private street or road. Purchaser agrees to repair any road damage that is a result of negligence by builders' contractors.

(c) Indemnification. Defend and hold Seller harmless from and against any and all claims or suits resulting from or arising out of the construction by Purchaser of its houses upon the Property, providing that Seller shall have given prompt written notice to Purchaser of any claim made by a third party against Seller.

(d) On-Lot Responsibilities. Assume responsibility for the following on the Lots purchased hereunder:

- i. Clearing and grubbing of Lots;
- ii. Grading of Lots;
- iii. Hook-up dwellings to public water system;
- iv. House foundation planting and landscaping;
- v. Repair seed and/or sod damaged by Purchaser in public rights-of-way abutting the Lots purchased if caused by Purchaser, or any of its contractors, subcontractors, or agents as required by governmental authority;
- vi. Provide and maintain on-Lot erosion and sediment control for Lots purchased; and
- vii. Installation of on-Lot sidewalks and driveways.

7. Architectural Committee. Seller and Buyer must approve all of Buyers plans.

8. Default. In the event of Purchaser's wrongful failure to close upon the Lots as provided herein or other default hereunder, which continues after ten (10) days written notice from Seller, Seller shall be entitled to the Deposit referred to in Section 2 as fixed and liquidated damages and as Seller's sole remedy, expressly waiving its rights to specific performance, in which event Purchaser shall have no further liability hereunder. In the event of default by Seller or unfulfilled conditions hereunder, which continues after thirty (30) days written notice from Purchaser, then Purchaser may, at its option, (i) declare this Addendum terminated and have its Deposit returned; or (ii) cure such default, in which case, Purchaser may either apply the amounts paid to cure such default to the purchase price of Lots acquired thereafter until all such amounts have been reimbursed to Purchaser, or demand and receive from Seller the amount so paid.

9. Moratorium. If the State or County or any agency or subdivision thereof, declares a moratorium on the issuance of use of permits for construction and/or occupancy of residential dwellings within the Property or adopts and/or implements a growth management plan (by whatever name) which would hinder Purchaser's ability to obtain building permits or certificates of occupancy or reduce that right, Purchaser may, upon written notice to Seller, elect to extend the closing date of the next occurring

8-31-07  
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Closing. In the event of such delay, the price, terms and conditions of the next occurring Closing shall be subject to those which existed prior to said delay.

10. **Authority.** Each Party warrants to the other that it has full authority to enter and perform this Addendum, and that the person executing this Addendum for each is fully authorized to do so. Each party represents to the other party that it is duly organized, validly existing and in good standing under the laws of the State of North Carolina, and qualified to do business in the jurisdiction in which the Property is located.

11. **Effective Date.** The effective date of the Contract and the Addendum shall be the first date on which it has been executed by both Purchaser and Seller and Purchaser and Seller are in receipt of a fully executed duplicate originals (the "Effective Date"). The Effective Date may be referred to as the date of this Addendum.

12. **Partial Invalidity.** If any term, covenant or condition of this Addendum or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Addendum or the application of each term or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term shall be valid and enforceable to the fullest permitted by law.

13. **Interpretation.** The paragraph headings used in this Addendum are for reference and convenience only and shall not enter into the interpretation of this Addendum. This Addendum represents the results of bargaining and negotiations between the parties and of a combined draftsmanship effort. Consequently, Seller and Purchaser expressly waive and disclaim, in connection with the interpretation of this Addendum, any rule of law requiring that ambiguous or conflicting terms be construed against the Party whose attorney prepared this Addendum or any earlier draft of this Addendum. **IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THE CONTRACT AND THE TERMS OF THIS ADDENDUM, THE TERMS OF THIS ADDENDUM SHALL CONTROL.**

14. **Calculation of Time.** If any date upon which action is required under this Addendum shall be a Saturday, Sunday or legal holiday, the date of such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

15. **Binding Effect.** All of the covenants, conditions and obligations contained in this Addendum shall be binding upon and insure to the benefit of the respective heirs, legal representative, successors and assigns of Seller and Purchaser.

16. **Miscellaneous.**

(a) **Survival.** All representations, warranties, covenants, agreements and indemnifications set forth in or made pursuant to this Addendum shall remain operative and shall survive the Closing(s) of the purchase of Lots

8-31-07  
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and the execution and delivery of the deeds to Lots conveyed pursuant to this Addendum and shall not be merged therein. In addition, if this Addendum is terminated pursuant to the terms hereof by either Purchaser or Seller, the representations, warranties, covenants, agreements and indemnifications set forth therein or made pursuant to this Addendum with respect to any Lots conveyed to Purchaser prior to such termination shall nevertheless survive such termination and closing of Lots.

(b) Entire Agreement. This Addendum and the Contract contain the entire agreement between the Parties hereto and is intended to be an integration of all prior agreements, conditions or undertakings between the Parties hereto. Except as expressly set forth herein or as contained in contemporaneous written agreements, there are no promises, agreements, conditions, undertaking, warranties or representations, oral or written, expressed or implied, between Purchaser and Seller.

(c) Amendments; Waivers. No modification of this Addendum shall be binding unless made in writing and signed by all of the Parties hereto. No purported or alleged waiver of any of the provisions of this Addendum shall be binding or effective unless in writing and signed by the Party against whom it is sought to be enforced. A waiver, if any, shall waive the specified condition and no other and shall not be deemed or construed to be a waiver of any other condition.

(d) Time is of the Essence. Time is of the essence with respect to each and all of the terms and conditions of the Contract and this Addendum.

Purchaser William H. Wynn - Pres. Date 8-31-07.  
Wynn Construction Inc.

Seller Kenneth McNeil Date 8-31-07  
Harnett Land Group LLC.