

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of this 12th day of AUGUST, 2019 (the "Effective Date") by and between TRUE HOMES, LLC, a Delaware limited liability company, or its assigns ("Purchaser"), and KDP Development, LLC, a North Carolina limited liability company ("Seller"). The consideration for this Agreement is the promises made by each party to the other, as well as the sum of \$1.00. Both parties acknowledge the receipt and sufficiency of this consideration.

WITNESSETH:

- 1. Background.** Seller is the owner of twenty three (23) to-be-developed single family lots in Angier, NC to be known as Norris Farm Subdivision, Harnett County, North Carolina, ("Lots"), which is more particularly described on Exhibit A attached hereto (the "Property"). Purchaser desires to purchase and Seller desires to sell the Lots pursuant to the terms herein.
- 2. Earnest Money.** Earnest Money in the amount of Sixty Thousand and No/100 Dollars (\$60,000) (the "Earnest Money") shall be paid to Seller as follows: Ten Thousand and No/100 Dollars (\$10,000) within 5 days of the Effective Date, and Fifty Thousand and No/100 Dollars (\$50,000) within 5 days of the receipt of a recorded plat for the property. All Earnest Money is non-refundable after Inspection Period, and Seller may commingle the Earnest Money with other funds of Seller. All interest accruing on the Earnest Money, if any, shall be Seller's sole and exclusive property, and in no event shall Seller be obligated to return, credit to or account to Purchaser for such interest. The Earnest Money will be applied at the Closing per the terms herein.
- 3. Purchase Price.** The Purchase Price shall be Fifty Six Thousand Five Hundred and No/100 Dollars (\$56,500.00) per Lot for a total Purchase Price of One Million Two Hundred and Ninety Nine Thousand Five Hundred and No/100 (\$1,299,500.00) dollars for twenty three (23) Lots.
- 4. Closing.** Settlement of the purchase and sale of the Lots ("Closing") will occur on or before the thirtieth (30th) day following (i) Purchaser's receipt of all items listed on Exhibit B attached hereto; and (ii) receipt of a recorded plat for the property, whichever occurs last. Closing will be held at the office of the Purchaser's attorney, at a time reasonably selected by Purchaser upon five (5) business days' prior notice to Seller. Closings may be conducted in escrow. At Closing, Purchaser shall pay to Seller the Purchase Price by wire transfer of immediately available US funds, and Seller shall convey to Purchaser good and marketable fee simple title to the Lots, subject only to Permitted Exceptions (hereinafter defined). Seller shall deliver possession of the Property to Purchaser in the substantially the same condition as it was during Purchaser's Lot Inspection (hereinafter defined), subject to defects corrected by or on behalf of Seller and excluding changes, damages or disturbances caused by Purchaser, its employees, agents, contractors or subcontractors.
- 5. Closing Costs.** Seller shall pay for preparation of the general warranty deed, State of North Carolina transfer taxes, lien release fees, all outstanding taxes, including roll back taxes, confirmed assessments for the calendar years prior to Closing, lien release fees and Seller's attorneys' fees. Purchaser shall pay for all other closing costs, recording and filing fees, all fees and charges associated with Purchaser's application for building permits, if any, all tap fees and deposits required by applicable utilities, and Purchaser's attorneys' fees. *Ad valorem* taxes and assessments affecting the Lots for the calendar year of each Closing shall be prorated between Seller and Purchaser at each Closing based on the latest rate and assessment available. Should such proration be inaccurate based on the actual *ad valorem* tax bill when received, either party shall be entitled to receive within thirty (30) days after demand a payment from the other correcting such apportionment.

6. **Closing Documents.** At ^Aeach Closing, Purchaser's attorney shall prepare and Purchaser and Seller shall execute a settlement statement setting forth the financial details of such settlement in form and detail reasonably satisfactory to Purchaser and Seller. With respect to the Lots purchased at ~~each~~ ^{each} Closing, Seller shall deliver to the closing agent a duly executed and acknowledged general warranty deed conveying title to such Lots to Purchaser, a release of any lien of any deed of trust encumbering the Lots (to be provided by Seller's lender within a commercially reasonable time after Closing), and a seller's affidavit in form and substance satisfactory to Purchaser's title company to insure without exception for matters other than Permitted Exceptions. Purchaser shall deliver to Seller an executed financial responsibility form, required by law, accepting responsibility for soil and erosion control measures for Lots purchased along with all other documents reasonably required to consummate the sales contemplated hereby.

7. **Inspection Period.** Seller shall provide Purchaser with a copy of all items listed on the attached Exhibit C. Purchaser, its employees, agents and independent contractors may, and Seller hereby grants to such persons or entities the right to, enter upon the Lots and conduct all tests and examinations which Purchaser deems necessary, in its commercially reasonable discretion. Purchaser shall be entitled to review and approve the materials provided by the Seller, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser shall have until 5:00 p.m. Eastern time on the thirtieth (30th) day after receipt of all items listed on Exhibit C to complete its inspections (the "Inspection Period"). If Purchaser determines that the Property is not suitable for its intended use, in Purchaser's sole discretion, Purchaser may terminate this Agreement by written notice to Seller given prior to the expiration of the Inspection Period, in which case this Agreement will terminate, Purchaser shall be entitled to a return of the Earnest Money, and the parties will have no further obligations hereunder, other than those that survive termination. If Purchaser fails to give such termination notice prior to the expiration of the Inspection Period, Purchaser will be deemed (i) to have elected to proceed with the purchase of Lots in accordance with this Agreement, (ii) to have approved the materials provided by the Seller, and (iii) to have irrevocably waived its right to terminate under this Section 8. Upon termination of this Agreement for any reason, Purchaser shall repair and restore all damage and disturbances resulting from Purchaser's inspections of the Property. Purchaser hereby agrees to indemnify Seller and Seller's affiliates from and against any and all loss, costs, claims, damages and expenses (including reasonable attorneys' fees), resulting from Purchaser, its employees, agents or independent contractors inspections of and activities on the Property, which obligation will survive termination of this Agreement for a period of twelve (12) months. Purchaser shall not cause or permit any claim of lien to be filed against the Property by any party claiming by or through Purchaser, and shall cause any such lien to be discharged of record within thirty (30) days of filing, which obligation will survive termination of this Agreement for a period of twelve (12) months. If Purchaser fails to do so, Seller may discharge the lien of record and Purchaser shall pay to Seller on demand all costs and expenses Seller incurs in doing so.

8. **Title.** During the Inspection Period, Purchaser shall examine title to the Property, obtain a title commitment for the Property (the "Title Commitment"), and notify Seller in writing of any objections to title Purchaser may have (the "Objection Notice"). Within ten (10) business days after receipt of the Objection Notice, Seller shall notify Purchaser in writing which title objections, if any, Seller will agree to resolve or attempt to resolve (the "Response Notice"). Seller's failure to timely deliver the Response Notice will be deemed an election NOT to cure any of Purchaser's title objections. If Purchaser is dissatisfied with the Response Notice (or Seller's failure to deliver the Response Notice), Purchaser may terminate this Agreement by written notice to Seller within five (5) business days after Seller gives or fails to give the Response Notice, in which case this Agreement will terminate, Purchaser shall be entitled to a return of the Earnest Money, and the parties will have no further obligations hereunder, other than those that survive termination. If Purchaser fails to give such termination notice when required under this Section 9,

Purchaser will be deemed to have approved title to the Property and to have irrevocably waived its right to terminate under this Section 9. The term "Permitted Exceptions" shall mean as to each Lot (i) *ad valorem* taxes for the year in which Closing occurs and pending assessments, (ii) matters of zoning and local ordinance, (iii) easements and rights of way required by local governmental or quasi-governmental authorities (including any private utilities), (iv) the declaration contemplated under Section 21, and (v) all other matters reflected on the Title Commitment that Seller does not agree to resolve in the Response Notice.

9. **Lot Condition Prior to Purchase.** With respect to each Lot to be purchased at a Closing (collectively, the "Lot Conditions"):

- a. Seller shall cause such Lots to meet the Project Development Requirements outlined on **Exhibit B** attached hereto and incorporated herein by reference in all material respects.
- b. Building permits for the construction of single family homes on each the Lot (consistent with the Plans and Specifications) may be obtained by Purchaser upon application therefor and payment of any associated fees, and the Lot has been properly platted and recorded with access to a public road.
- c. Seller shall provide an existing, preliminary soils report from a soils consultant or geotechnical engineer showing the general suitability of the soils for septic systems. Seller guarantees that at least twelve (12) of the lots are sufficient to support the septic system for a 4 bedroom home, and the remaining lots are sufficient to support the septic system for a 3 bedroom home.
- d. All paved streets (base and binder courses), including paved access to a public thoroughfare, necessary to provide public access to the Lot have been installed in material accordance with the Plans and Specifications and approved by all applicable governmental entities and are available for service.
- e. A public water distribution system serving the Lot has been installed by the utility company in a designated lawful easement, and is available for service.
- f. Underground electric lines serving the Lot have been installed by the respective public utility companies in designated lawful easements and are available for service.
- g. The entrance monumentation for the Property has been substantially completed.
- h. Seller shall provide Purchaser with a copy of the approved Plans and Specifications.
- i. Seller shall provide Purchaser with as-built drawings for the Lots.

Purchaser shall be deemed to have approved all of the foregoing conditions as satisfied as to each Lot acquired at a Closing. Notwithstanding any provision of this Agreement in the contrary, in no event shall Purchaser be entitled to rescind or shall Seller be obligated to repurchase any Lot transferred in connection with this Agreement.

10. **Pre-Closing Lot Inspection.** Within ten (10) days of plat recordation, Purchaser and Seller will perform a pre-closing inspection of the Lots to be purchased at such Closing (the "Lot Inspection"). Purchaser and Seller will cooperate to identify and create a list of items that are not in material compliance with the Lot Conditions (each an "Inspection Report"). Seller agrees to correct defects identified on the Inspection Report within twenty (20) days after completion of the Inspection Report. If Seller fails to do so, Purchaser may, at its option, either: (i) declare such Lot a "Non-Conforming Lot" and exclude it from this Contract; or (ii) correct the defects identified in the Inspection Report and receive a credit against the applicable Purchase Price for its actual, out-of-pocket expenses reasonably incurred to do so. Purchaser shall have no obligation to purchase any Non-Conforming Lot; provided, however, that if during the term of this Agreement, Seller cures the defects identified in the Inspection Report, the Lot will no longer constitute a Non-Conforming Lot and Purchaser shall be obligated to purchase the same at a subsequent Closing.

11. **Brokerage Commissions.** Purchaser and Seller hereby represent and warrant to each other that they have not dealt with a real estate broker or other party who may be entitled to any commission or finder's fee in connection with the transactions contemplated by this Agreement (the "Brokerage Warranty"). Seller shall indemnify, save and hold Purchaser, its officers, directors, agents, employees, successors and assigns, from and against any and all claims, damages, liabilities or expenses (including reasonable attorneys' fees), arising out of or in any way related to a breach of the Brokerage Warranty by Seller. Purchaser shall indemnify, save and hold Seller, its officers, directors, agents, employees, successors and assigns from and against any and all claims, damages, liabilities or expenses (including reasonable attorneys' fees), arising out of or in any way related to a breach of the Brokerage Warranty by Purchaser.

12. **Default and Remedies.**

a. In the event of Purchaser's breach or default under this Agreement, Seller shall give Purchaser written notice of such default and the Purchaser shall have ten (10) business days after the giving of such notice to cure the default. If Purchaser does not cure said default within the applicable period, then Seller may terminate this Agreement by written notice to Purchaser, in which case Seller may retain the Earnest Money, which will constitute full and adequate liquidated damages, and the parties will have no further obligations hereunder, other than those that survive termination. Nothing in this Subsection 13a is intended to limit Seller's other express rights and remedies under this Agreement, including all rights to indemnity from Purchaser.

b. In the event of Seller's breach or default under this Agreement, Purchaser shall give Seller notice of such default and Seller shall have ten (10) business days after the giving of that notice to cure the default. If Seller does not cure said default within the ten (10) business day period, Purchaser may terminate this Agreement by written notice to Seller, in which case Purchaser may recover the Earnest Money from Seller, which will constitute full and adequate liquidated damages, and the parties will have no further obligations hereunder, other than those that survive termination. Nothing in this Subsection is intended to limit Purchaser's other express rights and remedies under this Agreement, including all rights to indemnity from Seller.

c. For purposes of this Section the fact that a representation or warranty is false or misleading will not constitute a breach of this Agreement unless it was false or misleading in a material respect when made or the party making such representation or warranty causes it to become false or misleading.

13. **Seller's Representations and Warranties.** Seller warrants and represents to Purchaser as follows:

- a. Seller is a limited liability company duly organized, existing and in good standing under the laws of the State of North Carolina. Seller has all requisite power and authority to own, lease, and operate its properties and to carry on its business as currently being conducted in the state of North Carolina and has all requisite power and authority to consummate the transactions contemplated herein.
- b. The person or persons executing this Agreement on behalf of Seller have full rights, authority and capacity to execute and perform this Agreement.
- c. Seller has received no notice that any Lot is situated within a flood plain, flood prone area, or special flood hazard area as indicated by any map or plat issued or controlled by FEMA, the Federal Insurance Administration or any other federal, state, or local agency.
- d. Seller has received no notice of any delinquent taxes, levies or assessments with respect to any public improvements (including without limitation for rights of way and utilities) being constructed on the Property.
- e. Except as may be disclosed by Purchaser's inspections of the Property, Seller has no notice of any violation of law involving Hazardous Materials at the Property.
- f. To Seller's knowledge, there are no outstanding contracts, options or preemptive rights to the purchase or lease the Property other than this Agreement.
- g. Seller has received no notice of any condemnation or similar proceeding which is pending or threatened against the Property or any part hereof.
- h. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein will not result in a default under any other agreement or instrument to which Seller is a party.
- i. Seller has received no notice of any burial grounds or historic artifacts at the Property.

14. **Purchaser's Representations and Warranties.** Purchaser warrants and represents to Seller as follows:

- a. Purchaser is a limited liability company duly organized, existing, and in good standing under the laws of the State of Delaware, is qualified to do business in the State of North Carolina, and has all requisite power and authority to own, lease, and operate its properties and to carry on its business as currently being conducted and has all requisite power and authority to consummate the transactions contemplated in this Agreement.
- b. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein will not result in a default under any other agreement or instrument to which Purchaser is a party.

15. **Purchaser's Covenants.** Purchaser covenants and agrees with Seller as follows:

- a. Purchaser agrees to draft and record the covenants, deed restrictions and architectural guidelines for the Property.
- b. Purchaser, at Purchaser's cost and expense, agrees to install public sidewalks and handicaps ramps on Lots to be purchased by Purchaser and to install street trees, if required by the applicable governmental authority.
- c. Purchaser agrees to be responsible for any damage to sidewalks/handicap ramps installed by Seller. Purchaser agrees to pay for any repairs to sidewalks/handicap ramps once Lots have been purchased.
- d. Purchaser agrees to indemnify and hold Seller harmless for any costs or damage caused by Purchaser, its employees, contractors, subcontractors and agents, to the infrastructure, roads, sidewalks, curbs, etc. installed on or about the Property by Seller.
- e. Purchaser agrees to file an application with the North Carolina Department of Transportation ("NCDOT") for public dedication of the streets for the Property once 75% of the lots are occupied by third-party homeowners. Following Closing, Seller will have no further responsibilities for any repairs required by NCDOT prior to dedication of the streets.
- f. Purchaser agrees to keep the Property, including Lots purchased by Purchaser, free from construction trash and debris resulting from the activities of Purchaser and Purchaser's contractors and subcontractors. Purchaser, at Purchaser's cost and expense, shall dispose of its construction trash and debris in appropriate receptacles and arrange for their removal in accordance with applicable law. Purchaser shall also clean debris on the streets caused by Purchaser, its contractors, subcontractors or employees, in a timely manner, as needed to keep the Property in a clean and neat condition. Purchaser will wash out concrete trucks on the Property in properly designated areas. If Purchaser fails to perform its obligations under this Subsection 16e, Seller may do so, in which case Purchaser shall reimburse Seller within ten (10) days of demand for Seller's reasonable, out-of-pocket expenses to perform such cure.
- g. Purchaser agrees to pay for any sewer, water tap and connection fees assessed by any local governmental authority against the Lots acquired by Purchaser that are the normal obligation of a builder in order to get building permits and certificates of occupancy; provided, however, that Seller shall be responsible for paying capacity fees.
- h. Purchaser, at Purchaser's cost and expense, shall comply with all applicable laws, rules, regulations, permits, licenses and approvals with regard to storm water and erosion control for purchased Lots. Without limiting the generality of the foregoing, Purchaser agrees not to change the drainage swales on Lots that provide drainage for the Subdivision, as required by the appropriate local, state or federal governmental agencies.

Purchaser's obligations under this Section shall survive the final Closing under this Agreement or the prior termination of this Agreement for a period of twelve (12) months.

16. **Assignment.** This Agreement shall not be assigned by either party without both parties' written approval of the assignment, in the approving party's sole and absolute discretion. No purported

assignment in violation of this provision will be enforceable by the assignee or relieve the assignor from its obligations under this Agreement.

17. **Notice.** Except as otherwise provide in this Agreement, any notice required or permitted to be given by Purchaser or Seller in connection with this Agreement shall be in writing and shall be delivered (i) by a commercial courier service for next business day delivery, (ii) by certified mail with return receipt through the U.S. Postal service, postage prepaid, or (iii) by personal delivery, and addressed as follows:

PURCHASER:
True Homes, LLC
2649 Brekonridge Centre Drive
Monroe, NC 28110
Attn: Jeff Cargnel

SELLER:
KDP Development, LLC
1187 N. Raleigh St
Angier, NC 27501
Attn: Phil Stephenson

All notices given in the foregoing manner shall be deemed given and received upon delivery or refusal of delivery. Any party may at any time designate a new address to which notices are to be addressed by giving notices of such new address in the foregoing manner.

18. **Moratoriums or Governmental Delays.** Intentionally Left Blank.

19. **Bonds and Letters of Credit.** Intentionally Left Blank.

20. **Homeowners Association.** Establishment of the Homeowners Association and all related bylaws and covenants will be the sole responsibility of the Purchaser.

21. **Marketing.** During the term of this Agreement, Purchaser shall market the Lots in a manner consistent with the marketing of new homes of similar value in the Angier, North Carolina area. Purchaser may presell Lots to homebuyers prior to Closing on such Lots; *provided, however,* that no such presale shall alter Seller's obligations or Purchaser's rights under this Agreement. Purchaser may install marketing signs at the main entrances to the Property, provided that Purchaser complies with all applicable laws, regulations, rules, and restrictions. Purchaser may also erect model homes and/or a sales center on purchased Lots. All marketing under this Section 22 shall be at Purchaser's sole cost and expense.

22. **Force Majeure.** In the event Seller is unable to perform its obligations under this Agreement for any reason beyond its reasonable control, including acts of God, war, terrorism, labor shortage, unavailability of materials, severe or atypical weather, then the time for Seller's performance shall be extended for such additional reasonable time as is thereby required.

23. **Entire Agreement and Modification.** This Agreement sets forth the entire and final agreement and understanding of the parties with respect to the subject matter herein. Any and all prior agreements, understandings or undertakings, whether written or oral, with respect to the same, are hereby superseded and replaced by this Agreement. This Agreement may not be modified or amended except by an instrument executed by the party to be bound.

24. **Non-Waiver.** Except as otherwise provided in this Agreement, no waiver or forbearance of failure, by either party, of its right to enforce any provision of this Agreement shall constitute a waiver such party's right to enforce such provision in the future.

25. **Survivals and Indemnity.** Seller and Purchaser shall each indemnify and hold the other harmless from and against all costs and damages, including reasonable, actually incurred attorney's fees and court costs (but excluding special and consequential damages), incurred as a result of the indemnifying party (a) breaching the covenants set forth in the Agreement, or (b) making a representation or warranty that was false or misleading in any material respect when made or causing it to become false or misleading, or (c) development or construction activities with respect to the Lots and the Property. All covenants, representations and warranties set forth in this Agreement shall survive the final Closing for a period of twelve (12) months.

26. **Attorney Fees.** In the event either party hereto engages counsel to represent such party in connection with any breach or default hereof by the other party or to enforce compliance with this Agreement, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable and actually-incurred attorney fees, disbursements and costs.

27. **Severability.** If any term or provision hereof, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each term, covenant, condition and provision hereof shall be valid and be enforced to the fullest extent permitted by law.

28. **Presumptions.** This Agreement shall not be construed with resort to any presumptions against the preparer or maker hereof.

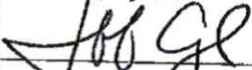
29. **Confidentiality.** Purchaser and Seller agree to maintain the economic terms of this Agreement in strict confidence except as otherwise necessary to carry out and implement the terms and conditions hereof; *provided, however,* that a party shall not be liable for authorized disclosure of such matters to its professional advisors such as attorneys, engineers or accountants, and shall be permitted to disclose such matters, if required to do so, by a court of law or in connection with the enforcement of its right hereunder.

30. **Binding Effect.** The provisions of this Agreement shall be binding upon the parties herein and their respective heirs, successors, legal representatives and permitted assigns.

31. **Time of the Essence.** Whether or not expressly stated in this Agreement, time is of the essence as to Purchaser's and Seller's respective obligations under this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year indicated above.

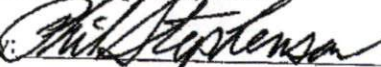
PURCHASER:
TRUE HOMES, LLC

By: 

Name: JEFF CARGNEL


Title: Agent

SELLER:
KDP Development, LLC

By: 

Name: PHIL STEPHENSON

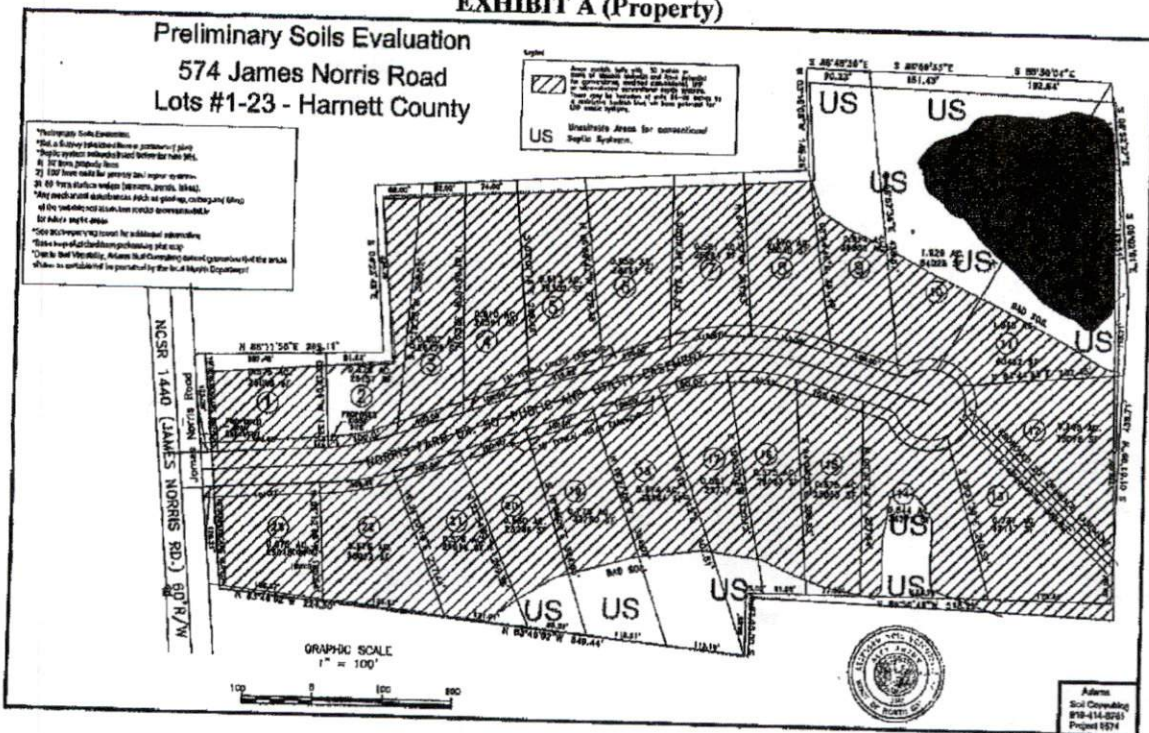
Title: MEMBER/MANAGER


Manager
Mark Boyce

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Seller Initials: 
Purchaser Initials: 

EXHIBIT A (Property)



All acreage to be deeded, including streets, easements and rights of way.

Seller Initials: *JS*
 Purchaser Initials: *JL MS*

**EXHIBIT B
PROJECT DEVELOPMENT REQUIREMENTS**

SURVEYING...

At Seller's sole cost and expense, the corners of all Lots shall be staked and flagged and pins shall be placed at all corners prior to any closing.

SITE IMAGE, ACCESS AND PARKING...

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EXCAVATION...

Intentionally Left Blank

FINE GRADING...

Prior to Purchaser inspecting lots, Seller shall install all surface drainage and swales to ensure that there shall be not standing water 24 hours after a rain. All drainage shall comply with all state and local codes requirements.

COMPACTION TESTING...

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SANITARY SEWER...

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STORM SEWER...

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WATER MAINS...

Special attention should be given to the as built locations and grades for fire hydrants and valves. The contractor should mark all fire hydrants, valves, blow-offs, and meter pits with metal fence or "T" posts to delineate location. The stub for the water meter shall include the meter pit and be at the right of way grade at the point of placement.

WATER AND SEWER AS-BUILTS...

Seller shall furnish Purchaser with approved as-built water layouts prior to Purchaser closing on any Lot. Seller agrees to reimburse Purchaser for all expenses incurred by Purchaser to locate water laterals and water meter boxes not properly located. If Purchaser or Purchaser's subcontractors damage a correctly installed water meter box, then Purchaser shall be responsible for repair or replacement.

STREET SIGNS AND SIDEWALKS...

Seller shall install street signs at Seller's sole cost and expense.

UTILITIES...

All streetlights are to be placed at Seller's sole cost and expense in accordance with a plan approved by Purchaser. The streetlights shall be installed prior to Purchaser closing on any Lots. Seller shall cause each Lot to be served by underground electricity. Telephone and Cable TV service shall be contracted for installation by Purchaser.

ENTRIES, COMMON SPACE, AMENITIES, AND CBU'S...

Entry monuments, signage, and landscape shall be installed at Seller's expense prior to lot acceptance by Purchaser. Seller will provide purchaser USPS approval for Cluster Mailboxes, including approved CBU box type and location.

EROSION CONTROL...

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TREES...


Intentionally Left Blank.

INSPECTION AND ACCEPTANCE OF DEVELOPED LOTS...

Prior to closing of lots, the Seller and Purchaser will conduct an inspection to determine items to be corrected as a condition of the lot acquisition. Items identified by Purchaser shall be corrected by Seller as a condition of the Purchaser's closing on lots.

DEFICIENT LOTS...

If Purchaser acquires a lot that does not meet the development requirements of this Agreement for a septic system that accommodates at least a 3 bedroom home, Seller shall cure the deficiency at Seller's expense within ten (10) calendar days' notice of the deficiency. If Seller refuses or is unable to cure such deficiency, the Seller shall either (i) repurchase such Lot at the price paid by Purchaser (increased by any costs incurred by Purchaser associated with either development work on the Lot or fees/costs related to construction of a home on such Lot) or (ii) pay to Purchaser the costs associated with development work necessary to bring the Lot up to the standards of this Agreement.

Seller Initials: 


Purchaser Initials: 

EXHIBIT C
(Seller Deliverables - To Be Developed Lots)

ITEM	RECVD	STATUS COMMENT BY SELLER
CONTRACT/ASMT DOCS		WILL FURNISH
RECORDED PLAT		WILL FURNISH
NIDES PERMITS		WILL FURNISH
CONSTRUCTION PLANS	N	WILL PROVIDE STATE APPROVALS
ADDRESSES		WILL FURNISH - OF SUBDIVISION
RESTRICTIONS		WILL FURNISH BY COUNTY
HOA MANAGEMENT CO & Contact #	NONE	
Homeowner HOA Fees - Amount and Payment Schedule	NONE	
Builder HOA Fees - Amount and Payment Schedule	NONE	
HOA Capital Contribution Fee Amount and paid by/when	NONE	
HOA Transfer fee - Amount and paid by/when	NONE	
TITLE POLICY		AGENCY TO FURNISH
UTILITY PROVIDERS		
Wastewater Service		SEPTIC SYSTEMS
Water Service		HARNETT REGIONAL WATER HCDPV
Electric Service		DUKE ENERGY
Natural Gas	NONE	
Telephone	NONE	
Cable	NONE	(SPECTRUM IN AREA)
Are there any utility agreements in place?		TRYING TO GET CENTURY LINK FIBER OPTIC
If utility agreements are in place, provide a copy		NONE
CLUSTER MAIL BOXES:		
Map showing location and approval letter from Post Office		WILL FURNISH
Box/Address matrix and approval letter from Post Office		WILL FURNISH
STREET LIGHTS INSTALLED?	YES	IN PLACE
ARE WATER METERS IN	YES	
ARE SEWER TAPS INSTALLED ON THE LOTS	N/A	
SIDEWALKS (1 SIDE/2 SIDE/NONE)	N/A	
SCHOOLS		
Elementary		ANGIER elem.
Middle		HARNETT CENTRAL
High		HARNETT CENTRAL
AMENITIES		
Pool	NONE	
Cabana	NONE	
Clubhouse	NONE	
Tot Lot(s)	23	
Tennis Courts	NONE	
Other		
FIRE SERVICE PROVIDER		ANGIER / BLACK RIVER
POLICE PROVIDER		ANGIER OR HARNETT Co. SHERIFF
EMS PROVIDER		HARNETT COUNTY
WHO MAINTAINS THE ROADS		OWNER UNTIL 75% OCCUPIED
DEVELOPER AND HOA APPROVED HOUSE PLANS		THEN TURN OVER TO N.C. D.O.T.

DEVELOPER AND HOA APPROVED HOUSE PLANS

Seller Initials: *JA*
Purchaser Initials: *JCM*