

## REAL ESTATE PURCHASE AND SALE AGREEMENT

(Oakmont – 16 Finished Lots)

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement")** is made and entered into as of the Effective Date (hereinafter defined), by and between **OAKMONT DEVELOPMENT PARTNERS ("Seller")**, and **H&H CONSTRUCTORS OF FAYETTEVILLE, LLC**, a North Carolina limited liability company ("Purchaser").

A. Seller owns certain real property in the town of Lillington in Harnett County, North Carolina more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "**Land**" or the "**Property**"), which Land is to be developed into approximately sixteen (16) single family detached lots (each, a "**Lot**" and collectively, the "**Lots**"); and

B. Purchaser desires to purchase the Property, and Seller desires to sell to Purchaser the Property, subject to the terms herein;

C. Purchaser desires to purchase the Property to construct single-family detached homes thereon (collectively, the "**Intended Improvements**"); and

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants hereinafter made, it is agreed as follows:

1. **RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof as fully as if set forth herein verbatim.

2. **AGREEMENT TO PURCHASE AND SELL.** For the consideration and upon and subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase from Seller the Property together with all improvements constructed thereon and all rights, easements, appurtenances, and hereditaments appertaining thereto.

3. **EFFECTIVE DATE.** This Agreement shall become, effective on the date this Agreement is signed by the last of Purchaser and Seller (the "**Effective Date**").

4. **CLOSING SCHEDULE.** Seller agrees to sell the Lots to Purchaser and Purchaser agrees to purchase the Lots from Seller as detailed herein (each individually or collectively, a "**Closing**," or "**Closings**"). The date on which any Closing occurs may be referred to herein as a "**Closing Date**."

A. **Initial Closing.** Seller agrees to sell the four (4) Lots to Purchaser and Purchaser agrees to purchase four (4) Lots (the "**Initial Closing Lots**") from Seller no later than the later of (i) thirty (30) days after the expiration of the Inspection Period (herein after defined) or (ii) thirty (30) days after Purchaser receives written notice acceptable to Purchaser from Seller that the Initial Closing Lots are "**Substantially Complete**" (as defined on **Exhibit B** attached hereto and incorporated herein) (the "**Initial Closing**"). The date on which the Initial Closing occurs shall be referred to as the "**Initial Closing Date**." Seller's written notice that the Initial Closing Lots are Substantially Complete will be acceptable to Purchaser if it contains documentation from a registered engineer and the appropriate governmental authorities demonstrating or confirming that the Initial Closing Lots are Substantially Complete.

B. **Additional Closings.** Following the Initial Closing Date, Purchaser shall purchase Lots from Seller as set forth in Closing Schedule set forth in **Exhibit "C"** (the "**Closing Schedule**"), which

exhibit is attached hereto and incorporated herein. Provided, however, Purchaser shall not be required to proceed to Closing on any set of Lots unless and until the Lots to be purchased are Substantially Complete. In the event that the Lots to be purchased are not Substantially Complete thirty (30) days prior to the Closing Date, the Closing Date shall be delayed and Closing shall thereafter occur no later than thirty (30) days after the date that Purchaser receives written notice acceptable to Purchaser from Seller that the Lots to be purchased are Substantially Complete. Seller's written notice that the Lots are Substantially Complete will be acceptable to Purchaser if it contains documentation from a registered engineer and the appropriate governmental authorities demonstrating or confirming that the Lots are Substantially Complete.

C. Completion Deadlines.

1. Initial Closing Lots. In the event the Initial Closing Lots are not Substantially Complete by January 31, 2022 (the "**Completion Deadline**"), then Purchaser shall have the right, in its sole and absolute discretion, either (i) to notify Seller of an extension of up to March 31, 2022 in which to Substantially Complete the Initial Closing Lots (the "**Extended Completion Deadline**"), or (ii) to terminate this Agreement, at which point Purchaser shall be entitled to any and all remedies afforded it by Section 17 of this Agreement. In the event Purchaser has not provided written notice within ten (10) days after the Completion Deadline to Seller of Purchaser's election to either terminate this Agreement or extend the Completion Deadline pursuant to this Section, Purchaser shall be deemed to have elected to terminate this Agreement, at which point Purchaser shall be entitled to any and all remedies afforded it by Section 17 of this Agreement. If Seller shall not have the Initial Closing Lots Substantially Complete by the Extended Completion Deadline, then this Agreement shall automatically terminate, at which point Purchaser shall be entitled to any and all remedies afforded it by Section 17 of this Agreement.

2. Additional Closings. Notwithstanding anything to the contrary herein, in the event that Seller is unable to deliver Substantially Complete Lots at any time after the Initial Closing Date in accordance with the Closing Schedule, then Purchaser shall have the right, in its sole and absolute discretion, either (i) to notify Seller of an extension of up to an additional thirty (30) days from the scheduled Closing Date as set forth in the Closing Schedule in which to Substantially Complete the Lots (the "**Amended Completion Deadline**"), or (ii) indefinitely delay the scheduled Closing Date until such time that the Lots are Substantially Complete in accordance with Section 4(B), or (ii) to terminate this Agreement in whole or as to the Lots in question, at which point Purchaser shall be entitled to any and all remedies afforded it by Section 17 of this Agreement.. In the event Purchaser has not provided written notice within ten (10) days after the Amended Completion Deadline to Seller of Purchaser's election, Purchaser shall be deemed to have elected to terminate this Agreement, at which point Purchaser shall be entitled to any and all remedies afforded it by Section 17 of this Agreement.. If Seller shall not have Substantially Completed the Lots by the Amended Completion Deadline, Purchaser shall have the right, in its sole and absolute discretion, to either (i) terminate this Agreement in whole or as to the Lots in question, at which point Purchaser shall be entitled to any and all remedies afforded it by Section 17 of this Agreement, or (ii) proceed to Closing, or (iii) indefinitely delay the scheduled Closing Date until such time that the Lots are Substantially Complete in accordance with Section 4(B). In the event Purchaser has not provided written notice within ten (10) days after the Amended Completion Deadline to Seller of Purchaser's election, Purchaser shall be deemed to have elected to terminate this Agreement, at which

point Purchaser shall be entitled to any and all remedies afforded it by Section 17 of this Agreement.

5. PURCHASE PRICE. The purchase price for the Property shall be **FORTY-EIGHT THOUSAND AND 00/100 DOLLARS** (\$48,000.00) per Lot for a total Purchase Price ("Purchase Price") of **SEVEN HUNDRED SIXTY-EIGHT THOUSAND AND 00/100 DOLLARS** (\$768,000.00) for approximately sixteen (16) Lots in total. The Purchase Price shall be subject to a pro-rata adjustment based on the actual number of Lots finally approved by the applicable governmental authorities.

6. DEPOSIT. No deposit shall be required of Purchaser. Any reference herein to the "Deposit" shall be understood to be a reference to zero and 00/100 dollars (\$0.00). The "Escrow Agent" for this Agreement shall be Costner Law Office, PLLC.

7. PROPERTY INVESTIGATION.

A. Purchaser or Purchaser's agents shall have a period from the Effective Date until 8:00 p.m. Eastern time on the date that is ninety (90) days after the Effective Date (the "Inspection Period"), to access the Property and the Lots and perform studies and inspections to determine if the Lots are suitable for the Intended Improvements. Purchaser agrees to indemnify, defend and hold Seller harmless against all claims, demands and liability for damage to persons or property arising out of Purchaser's inspection of the Property. Notwithstanding anything to the contrary herein, if Purchaser terminates this Agreement prior to the end of the Inspection Period, Escrow Agent shall promptly return the Initial Deposit to Purchaser. Upon expiration of the Inspection Period, the Deposit shall be non-refundable, to Purchaser, except in the event of default by Seller or as otherwise set forth in this Agreement.

B. If Purchaser is dissatisfied with the Property for any reason or no reason whatsoever, then Purchaser shall have the absolute right to terminate this Agreement upon written notice to Seller delivered at any time prior to the expiration of the Inspection Period, provided, however, in the event Purchaser elects to proceed with the transaction contemplated herein, Purchaser shall provide written notice from one of Purchaser's named notice parties in Section 22 herein expressly stating Purchaser's election to proceed beyond the Inspection Period (the "Notice to Proceed"). If Purchaser does not provide the Notice to Proceed by the expiration of the Inspection Period, or if Purchaser provides written notice of its termination prior to the expiration of the Inspection Period, this Agreement shall automatically terminate without any further actions of the parties and the Parties shall have no further liability hereunder.

8. DEED OF CONVEYANCE. At Closing, Seller shall convey to Purchaser title in fee simple to the Lots Purchaser is purchasing at Closing by recordable special warranty deed (the "Deed") signed by all parties necessary or required by the Title Commitment (defined below), free and clear of all liens and encumbrances, except for the following exceptions (the "Permitted Exceptions"):

- A. Real estate taxes for the year of Closing and subsequent years not yet due and payable.
- B. Any other matters approved by Purchaser in writing.

9. TITLE INSURANCE. Within forty-five (45) days after the Effective Date, Purchaser shall obtain a written title insurance commitment (the "Title Commitment") issued by DF Title, LLC (the "Title Company") agreeing to issue to Purchaser, upon recording of each Deed to Purchaser, an owner's policy of title insurance in the amount of the Purchase Price, subject only to the Permitted Exceptions. Purchaser shall cause the Title Commitment to be updated no later than ten (10) days before Closing.

10. DEFECTS IN TITLE. If the title to the Property under the Title Commitment is subject to any matter which materially impedes the intended use of the Property to Purchaser, except the Permitted Exceptions, Purchaser shall, prior to the expiration of the Inspection Period, give Seller written notice of the title exception(s) to which Purchaser objects (the "**Title Defect(s)**"). Seller shall have a period of thirty (30) days from Seller's receipt of Purchaser's notice of Title Defects to cure such Title Defects. If Seller is unable or unwilling to satisfy said Title Defects within the time permitted, Purchaser, at its option may elect to (i) take title to the Lots and Property Seller can convey without Title Defects and terminate the Agreement with respect to the Lots and Property having Title Defects; (ii) accept title to the Lots and Property with the Title Defects and proceed to close on the Lots and Property in accordance with the terms of this Agreement without reduction of the Purchase Price; or (iii) terminate this Agreement in its entirety, at which point Purchaser would be entitled to an immediate refund of the Deposit. Notwithstanding anything to the contrary herein and regardless of whether Purchaser provides any written objections to the Title Commitment pursuant to the terms of this Agreement. Purchaser shall be deemed to have timely objected to, and Seller shall remove and/or satisfy (or cause to be removed and/or satisfied), as applicable, from title to the Property (i) any mortgage, liens, deeds of trust, or other encumbrances affecting the Property whether recorded or unrecorded, (ii) past due and delinquent taxes, bond payments or assessments (including, without limitation, general and special assessments), (iii) recorded or unrecorded leases and tenants in possession, and (iv) all Schedule B-I requirements set forth in the Title Commitment applicable to Seller (collectively, the "**Purchaser's Objections**"). To the extent prior to Closing, the Title Commitment is updated pursuant to Section 9 above and new Title Defects are identified thereon, Purchaser shall have five (5) days to provide Seller of its written notice of such new Title Defects, at which point Seller shall, at its sole cost and expense, promptly undertake and use its best efforts to eliminate or modify all Title Defects to the reasonable satisfaction of Purchaser. Notwithstanding anything to the contrary herein, no Purchaser Objections shall be deemed Permitted Exceptions.

11. SURVEY. On or before Closing, Purchaser may, at its sole expense, have a survey of the Property (the "**Survey(s)**") prepared by a licensed surveyor. Notwithstanding Purchaser's right to have a Survey prepared, Seller shall make the following documents available to Purchaser within five (5) business days of the Effective Date: title reports, soil reports, storm water and wetland reports, home owners' association documents, construction plans, soil tests, site plans and site plan approvals, environmental reports, wetland delineations, zoning approvals, surveys, engineered construction drawings, permits and any other related documents regarding the Property (collectively, the "**Seller's Materials**"). If the Survey(s) or Seller's Materials show any encroachments of any improvements upon, from, or onto the Property or any easement, lack of ingress and egress, or any other types of encumbrances except the Permitted Exceptions, said conditions or encroachments shall be treated in the same manner as a Title Defect under the procedure set forth in this Agreement.

12. PURCHASER RIGHTS.

A. Following the expiration of the Inspection Period, Purchaser shall have the right to erect and maintain marketing signs, consistent with Seller's approval, at the entrance to the Oakmont Subdivision in which the Property is located (the "**Community**").

B. Purchaser shall have the right to list, market, and sell the homes it constructs on the Lots.

C. Seller shall permit Purchaser to participate in the preparation and review of any restrictive covenants and architectural review board guidelines or requirements affecting the Lots.

13. CLOSING MECHANICS. The sale and purchase of the Property shall be consummated on the Closing Date as set forth in Section 4 of this Agreement through the office of Closing Agent.

A. Delivery by Seller. At Closing and with respect to the Property being purchased, Seller

shall deliver or cause to be delivered to Purchaser:

- (1) The Deed duly executed by Seller, free and clear of all liens and encumbrances except the Permitted Exceptions.
- (2) An owner's affidavit, in form acceptable to the Title Company, sufficient to remove the standard printed exceptions to title from the owner's policy of title insurance to be issued to Purchaser regarding (i) unrecorded matters (except general real estate taxes not yet due and payable); (ii) parties in possession; and (iii) construction liens.
- (3) A non-foreign affidavit as defined by Internal Revenue Code Section 1445 in form reasonably acceptable to Purchaser dealing with the subject matter of Section 1445 of the Internal Revenue Code.
- (4) Non-exclusive partial assignments to Purchaser, free and clear of all encumbrances, of all of Seller's rights and ownership in all engineering plans, soil reports, wetland reports, environmental studies, surveys, permits, approvals, and other documents and reports relating to or affecting the Property being purchased.
- (5) All other documentation necessary or required to complete the purchase and sale of the Property, as contemplated in this Agreement including, without limitation, estoppel letters from the Association (each as hereinafter defined), any tax proration agreements, bill of sale, assignment, utility agreements, or documentation or affidavits reasonably requested by the Title Company.

(B) Delivery by Purchaser. At Closing, Purchaser shall deliver or cause to be delivered to Seller:

- (1) A wire transfer in the amount of the portion of the Purchase Price shall be deposited in the Seller's bank account by no later than 4:00 p.m. on the day of the Closing Date, respectively, together with such additional funds as may be necessary to pay Purchaser's share of the Closing costs and pro-rations hereunder.
- (2) All other documentation necessary or required to complete the purchase and sale of the Property, as contemplated in this Agreement including, without limitation, any tax proration agreements, utility agreements, or documentation or affidavits reasonably requested by the Title Company.

14. CLOSING COSTS AND PRORATION. At Closing, Seller shall pay all transfer and/or documentary stamp taxes on the Deed, the recording costs of the Deed, and Seller's attorney's fees. Purchaser shall pay for the costs of the Title Commitment, premium for the owner's title insurance policy, the cost of the Survey, if any, any fees charged by the Escrow Agent, and Purchaser's attorney's fees.

The following items shall be prorated and adjusted between Seller and Purchaser as of the day of the Closing:

A. Taxes. Real property taxes for the Property shall be prorated between Seller and Purchaser for the year in which Closing is held on the basis of the tax statement for such year; provided, however, that if such tax statement is not available as of Closing, the tax proration between Seller and Purchaser shall be estimated based upon the most recent tax bill and subsequently readjusted upon receipt

of the tax bill for the year in which Closing occurs. Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, on or before January 1 of the year following Closing.

B. Expense Prorations. Seller shall pay the current portion of all assessments levied against the Property prior to Closing. Purchaser shall pay all assessments levied against the Property after Closing.

15. SELLER'S WARRANTIES, COVENANTS AND REPRESENTATIONS. Seller represents, warrants and covenants to Purchaser as of the Effective Date and as of the Closing Date that the following are and shall be true and correct:

A. (i) Seller has full right and authority to enter into this Agreement; (ii) each of the persons executing this Agreement on behalf of Seller is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the Seller, enforceable in accordance with its terms.

B. Seller and all such other persons deemed as the transferor of the Property are not foreign persons requiring the withholding of tax by Purchaser pursuant to Section 1445 of the Internal Revenue Code.

C. There are no legal actions, suits or other legal proceedings, including bankruptcy proceedings pending against the Property which would adversely affect Purchaser's ability to construct the Intended Improvements.

D. Seller has received no notice and has no knowledge of any pending liens, or any special assessments to be made against the Property by governmental authority.

E. There are no other contracts, agreements, or other obligations existing with respect to the Property or any portion thereof actually known to Seller, other than the Permitted Exceptions or as otherwise reflected in this Agreement.

F. Seller represents and warrants that, to the best of Seller's knowledge, without investigation, no hazardous substances as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601(14), pollutants or contaminants as defined by CERCLA, or hazardous wastes as defined by the Resource Conservation and Recovery Act, 42 U.S.C. 6903(5), or other similar applicable federal or state laws or regulations, including, but not limited to, asbestos, PCBs, and urea formaldehyde, have been generated, released, stored or deposited evet, beneath, or on the Property in violation of applicable law.

If any of the Seller representations and warranties set forth in this Section are not true and correct as of Closing and Purchaser proceeds with Closing on the affected Property, Seller shall use its best efforts to promptly remedy or cure such breach or defect after Closing. The provisions of this Section shall survive after Closing or the earlier termination of this Agreement.

16. PURCHASER'S WARRANTIES, COVENANTS, AND REPRESENTATIONS. Purchaser warrants as of the date hereof and as of Closing Date that the following are and shall be true and correct at Closing:

A. Purchaser is a duly authorized and existing limited liability company; (ii) Purchaser has full right and authority to enter into this Agreement; (iii) each of the persons executing this Agreement on behalf of Purchaser is an agent of Purchaser authorized to do so; and (iv) this Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms.

Notwithstanding anything in this Agreement to the contrary, Purchaser does and shall indemnify, defend, save, and hold harmless Seller from and against any and all causes of action, losses, claims, damages, liabilities, and all costs and expenses, attorney fees and court costs, fees and costs and all other expenses related to, growing out of, or arising from any breach of any representation or warranty of Purchaser set forth above. The provisions of this Section shall survive for a period of twelve (12) months after Closing or the earlier termination of this Agreement.

17. DEFAULT.

A. By Seller. If Seller shall default in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement by giving written notice to Seller, upon which the parties hereto shall be relieved of all further obligations under this Agreement (except for those provisions of this Agreement which specifically survive termination) and Seller shall, on demand, pay Purchaser's actual out of pocket expenses for Purchaser's due diligence on the Property up to fifty thousand and 00/100 dollars (\$50,000.00), or (ii) enforce specific performance of this Agreement, provided always that any suit for specific performance must be filed within ninety (90) days of such default or same shall be deemed waived as a remedy. Except for those rights, remedies or obligations that in this Agreement specifically survive Closing or termination of this Agreement, these are the only remedies of Purchaser.

B. By Purchaser. If Purchaser shall default in the performance of its obligations under this Agreement, Seller may terminate this Agreement by giving written notice to Purchaser, upon which the parties hereto shall be relieved of all further obligations under this Agreement (except for those provisions of this Agreement which specifically survive termination) and Purchaser shall, on demand, pay Seller's actual out of pocket expenses for Seller's performance pursuant to this Agreement up to fifty thousand and 00/100 dollars (\$50,000.00) and as an estimate of Seller's actual damages, as Seller's sole and exclusive remedy. Purchaser and Seller agree that Seller's actual damages in the event of default by Purchaser, would be difficult to ascertain, because of the uncertainties of the real estate market and fluctuating property values between the Effective Date and the date of breach; the parties have thus agreed upon the liquidated damages provided in this Agreement. Except for those rights, remedies or obligations that herein specifically survive the Closing or termination of this Agreement, the above shall be Seller's sole and exclusive remedy. The parties agree that such liquidated damages do not constitute a penalty.

C. Cure. Prior to a party exercising their respective remedies above, the non-defaulting party shall provide the defaulting party with written notice describing the default and ten (10) days to cure the default prior to the non-defaulting party enforcing its remedies set forth in this Agreement.

18. BROKERAGE COMMISSIONS. Each party warrants and represents to the other that no real estate broker or agent was involved in the sale and purchase transaction contemplated in this Agreement. Each party agrees to indemnify, defend and hold the other party harmless from and against any and all claims or demands made with respect to any brokerage fees or commissions or other form of compensation asserted by any person, firm or corporation, and arising from the acts of the indemnifying party in connection with this Agreement or the transaction contemplated hereby. This warranty, representation and indemnification shall survive delivery of the Deed and Closing.

19. CONDEMNATION. If all or any portion of the Property is taken in condemnation or under the right of eminent domain after the Effective Date and before Closing, Purchaser may, at its option, and within fifteen (15) days after receipt of notice of such taking, either (i) terminate this Agreement in its entirety by written notice to Seller and receive a return of the Deposit whereupon neither Seller nor Purchaser shall have any further rights or obligations pursuant to this Agreement, or (ii) terminate this Agreement only as to the Property

affected by the condemnation, or (iii) proceed to close the Property affected by the condemnation as provided in this Agreement. In the event of a partial termination of this Agreement with respect to specified Property, and provided Purchaser does not terminate this Agreement, the Agreement shall remain in full force and effect with respect to the portions of the Property that are not affected by the condemnation, and the Purchase Price shall be adjusted by the number of Lots that may be lost as a result of such condemnation. If Purchaser elects to close on the Property to be taken in condemnation, Seller shall deliver to Purchaser, at Closing, any proceeds actually received by Seller attributable to the Property from any such condemnation or eminent domain proceeding, or conveyance in lieu thereof, and shall assign to Purchaser its right to receive any award not yet paid, and there shall be no reduction in the Purchase Price.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser with Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, Purchaser may assign this contract without Seller's consent to a parent or an affiliate or subsidiary of Purchaser or an entity utilized by Purchaser for land banking purposes without consent of Seller.

21. ATTORNEYS' FEES. In connection with any litigation concerning this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees through all trial, collection and appellate levels of litigation. The provisions of this Section shall survive the Closing or the termination of this Agreement.

22. NOTICES. All notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and shall be (i) hand delivered, (ii) sent by facsimile transmission or email, or (iii) sent by an overnight delivery service. Notice shall be deemed to have been given and received when personally served, on the day sent when notice is given by facsimile transmission or email, and upon delivery when notice is given by overnight delivery service. Notices shall be given to Seller and Purchaser at the addresses set forth in this Agreement. Any party hereto may, at any time, by giving written notice to the other party, designate a substitute address to which such notice shall be given. Notices delivered on Saturday, Sunday or a national holiday shall be deemed delivered on the next business day. The initial addresses of the parties shall be set forth below:

As to Seller:                   Oakmont Development Partners  
  Attn: Patrick McKee  
  \_\_\_\_\_

With a copy to:

As to Purchaser:               H&H Constructors of Fayetteville, LLC  
  Attn: Brian Walker  
  2411 Robeson St., Suite 200  
  Fayetteville, North Carolina 28305  
  Phone: 910-486-4864  
  E-Mail: [brianwalker@hhhomes.com](mailto:brianwalker@hhhomes.com)

With a copy to:               H&H Constructors of Fayetteville, LLC  
  c/o Dream Finders Homes LLC  
  14701 Philips Highway, Suite 300  
  Jacksonville, Florida 32256  
  Attn: Batey McGraw, National Vice President of Land  
  E-mail: [batey.mcgraw@dreamfindershomes.com](mailto:batey.mcgraw@dreamfindershomes.com)



With a copy to: Dream Finders Homes LLC  
Attn: Robert E. Riva, Jr., Esq., General Counsel  
Ronald P. Angerer, II, Assoc. General Counsel  
14701 Philips Highway, Suite 300  
Jacksonville, Florida 32256  
Phone: 904-441-0829  
E-Mail: [robert.riva@dreamfindershomes.com](mailto:robert.riva@dreamfindershomes.com)  
[ron.angerer@dreamfindershomes.com](mailto:ron.angerer@dreamfindershomes.com)

As to Escrow Agent: Costner Law Group  
Attn: Eric Schieffer, Esq.  
10125 Berkeley Place Drive  
Charlotte, North Carolina 28262  
Phone: 912-200-7106  
E-Mail: [eric.schieffer@costnergroup.com](mailto:eric.schieffer@costnergroup.com)

23. MISCELLANEOUS PROVISIONS.

A. Entire Agreement. This Agreement, including all exhibits attached hereto, embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements and understandings relating thereto. It may not be varied or modified except by written agreement executed by both Seller and Purchaser.

B. Non-Waiver. No delay or omission in the exercise of any right or remedy accruing to Seller or Purchaser upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any other breach occurring before or after such breach. The waiver by Seller or Purchaser of any breach of any term, covenant or condition in this Agreement stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

C. Further Assurances. In addition to the obligations recited in this Agreement and contemplated to be performed, executed or delivered by Seller and Purchaser, both parties shall perform, execute and deliver or cause to be performed, executed and delivered, at the Closing or after the Closing, any and all further acts, deeds and assurances as either party or the Title Company may reasonably require to consummate this transaction and vest title to the Property in Purchaser.

D. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of North Carolina and venue for its enforcement shall be in the state courts of Harnett County, North Carolina. Notwithstanding, any provision of North Carolina law that would cause the law of any other jurisdiction to apply shall be ignored.

E. Partial Invalidity. If any provision in this Agreement is held to be invalid, illegal, or unenforceable in any respect or the application of any provision is held to be invalid, illegal, or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality, or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Agreement shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Agreement had never contained any such invalid, illegal, or unenforceable provision.

F. Counterparts. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need be produced as evidence of the terms hereof

G. Time. If any date described in this Agreement falls on a Saturday, Sunday or national holiday, that date shall be automatically extended to the next day that is not a Saturday, Sunday or national holiday. Time is of the essence with respect to this Agreement.

H. Risk of Loss. Risk of loss or damage to the Lots, or any part thereof, by fire or any other casualty from the Effective Date to the time of delivery of the Deed by Seller will be on the Seller and thereafter will be on the Purchaser.

24. JURY TRIAL WAIVER. SELLER AND PURCHASER EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING BASED UPON OR ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE BUT NOT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENTS OR ACTS OR OMISSIONS OF EITHER PARTY WHICH IN ANY WAY RELATE TO THIS AGREEMENT. FURTHERMORE, SELLER AND PURCHASER AGREE THAT THEY WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. SELLER AND PURCHASER HAVE SPECIFICALLY DISCUSSED AND NEGOTIATED FOR THIS WAIVER AND EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY TRIAL WAIVER PROVISION. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.


25. As Is. Purchaser is making itself fully familiar with the physical condition of the Land, and acknowledges and agrees that the Land shall be sold by Seller to Purchaser in "as is" condition as of the Closing Date. Seller disclaims any warranty express or implied with respect to the condition of the Land, other than as expressly set forth herein or in the documents to be delivered at Closing, and acquisition of title by Purchaser pursuant to the terms of this Agreement shall be deemed full and complete acceptance by Purchaser of the Lots in the condition which exists at the time of the applicable Closing.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the dates set forth below their signatures.


**SELLER:**

**OAKMONT DEVELOPMENT PARTNERS**

By:   
Name: Patrick McKee  
Title: Member  
Date: 11/5/21

**PURCHASER:**

**H&H CONSTRUCTORS OF  
FAYETTEVILLE, LLC**, a North Carolina  
limited liability company

By:   
Name: Batey C. McGraw  
Title: Vice President  
Date: November 8, 2021

**EXHIBIT "A"**

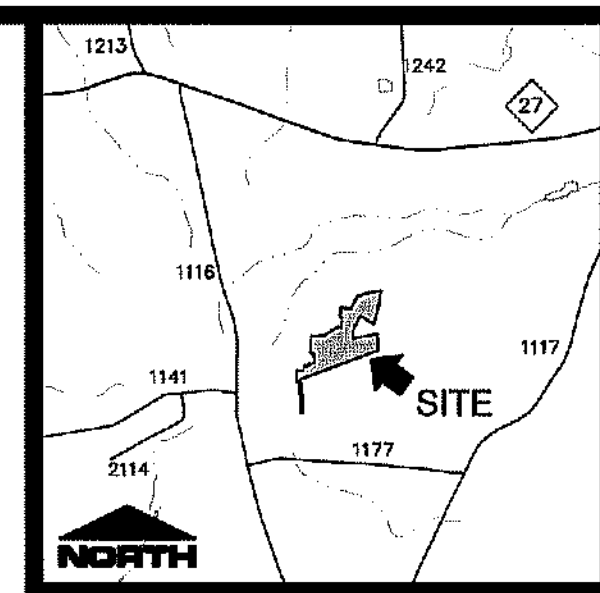
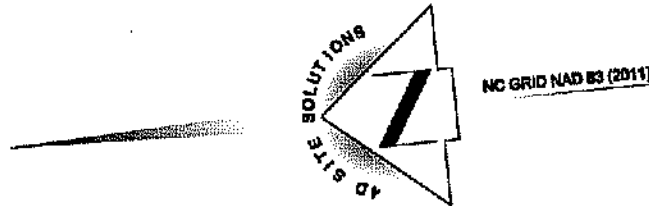
Property

Oakmont Subdivision Phase Two Section Two  
Lillington, North Carolina  
Harnett County

BK: 2021 PG: 159-161  
PIN NO: Portion of 0507-53-6396.000

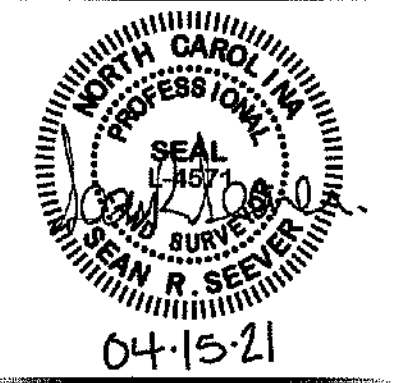
Buyer will purchase the following 16 lots: 62, 69, 70, 71, 72, 82, 83, 84, 129, 130, 316, 317, 318, 319,  
320, 321

N/F  
M&M(NC), LLC  
DB 2881, PG 145  
FB 2005, PG 703  
ZONING: RA-20R



VICINITY MAP  
NOT TO SCALE

FOR REGISTRATION  
Matthew S. Willis  
REGISTERED OF DEEDS  
Harnett County, NC  
2021 APR 28 01:46:28 PM  
BK: 2021 PG: 159-181  
FEE: \$63.68  
INSTRUMENT # 2021008962  
TWESTER



REVISIONS

PROJECT NAME  
**OAKMONT  
SUBDIVISION  
SURVEY  
PHASE TWO  
SECTION TWO**

EXECUTIVE DRIVE  
BARBECUE TOWNSHIP  
NEAR LILLINGTON  
HARNETT COUNTY  
NORTH CAROLINA

CLIENT  
**OAKMONT  
DEVELOPMENT  
PARTNERS, LLC**

5112 Pine Birch Drive  
Raleigh, North Carolina 27606  
Phone: (919) 793-5237

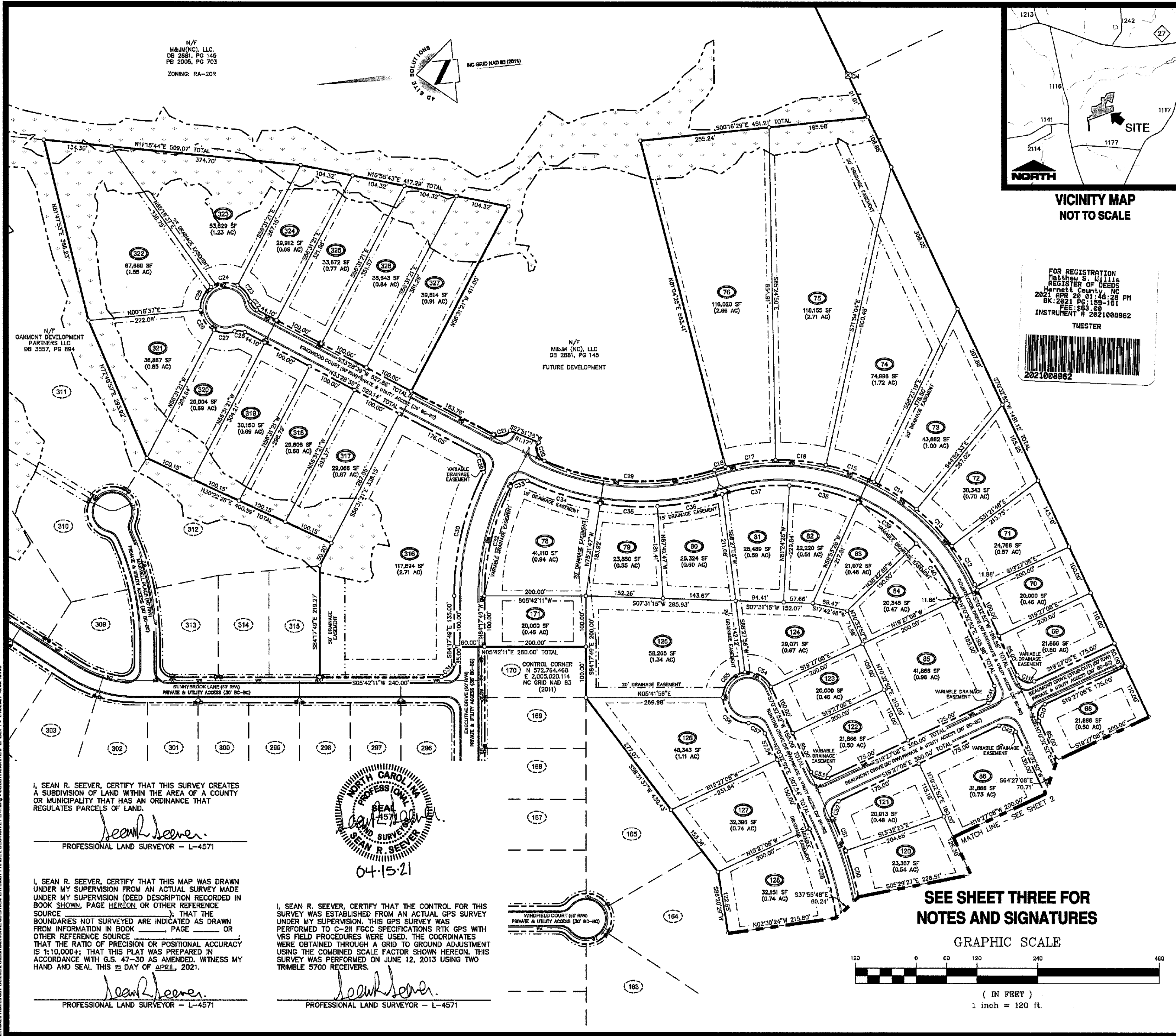
PROJECT INFORMATION

SURVEYED BY:	MIKE
DRAWN BY:	SEAN
CHECKED BY:	JIMMY
PROJECT NUMBER:	631

DRAWING SCALE  
HORIZONTAL: 1"=120'

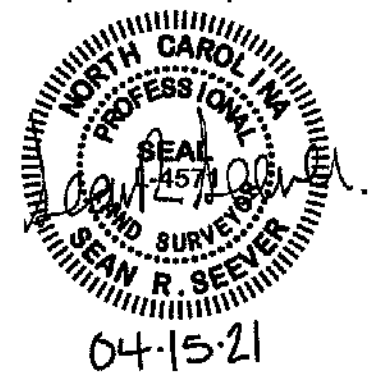
DATE SURVEYED  
FEBRUARY 4, 2021

SHEET NUMBER  
**1**  
OF  
**3**



I, SEAN R. SEEVER, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

*Sean R. Seever*  
PROFESSIONAL LAND SURVEYOR - L-4571



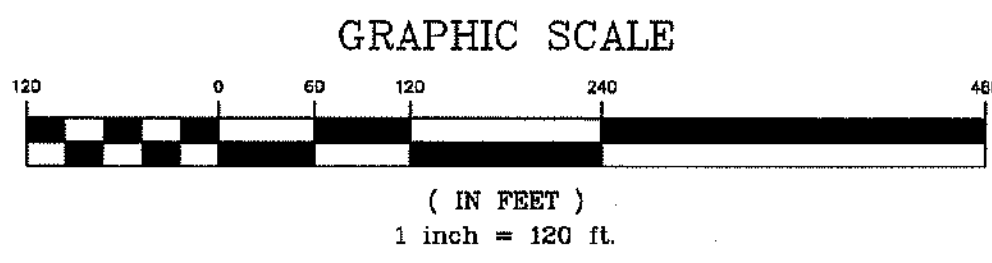
I, SEAN R. SEEVER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SHOWN, PAGE HEREON OR OTHER REFERENCE SOURCE); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OR OTHER REFERENCE SOURCE; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY HAND AND SEAL THIS 4 DAY OF APRIL, 2021.

*Sean R. Seever*  
PROFESSIONAL LAND SURVEYOR - L-4571

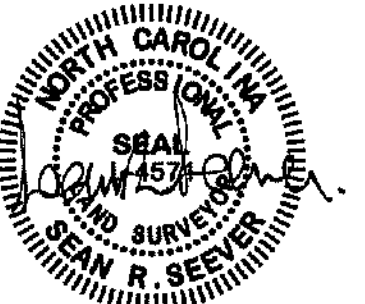
I, SEAN R. SEEVER, CERTIFY THAT THE CONTROL FOR THIS SURVEY WAS ESTABLISHED FROM AN ACTUAL GPS SURVEY UNDER MY SUPERVISION. THIS GPS SURVEY WAS PERFORMED TO C-211 FGCC SPECIFICATIONS RTK GPS WITH VRS FIELD PROCEDURES WERE USED. THE COORDINATES WERE OBTAINED THROUGH A GRID TO GROUND ADJUSTMENT USING THE COMBINED SCALE FACTOR SHOWN HEREON. THIS SURVEY WAS PERFORMED ON JUNE 12, 2013 USING TWO TRIMBLE 5700 RECEIVERS.

*Sean R. Seever*  
PROFESSIONAL LAND SURVEYOR - L-4571

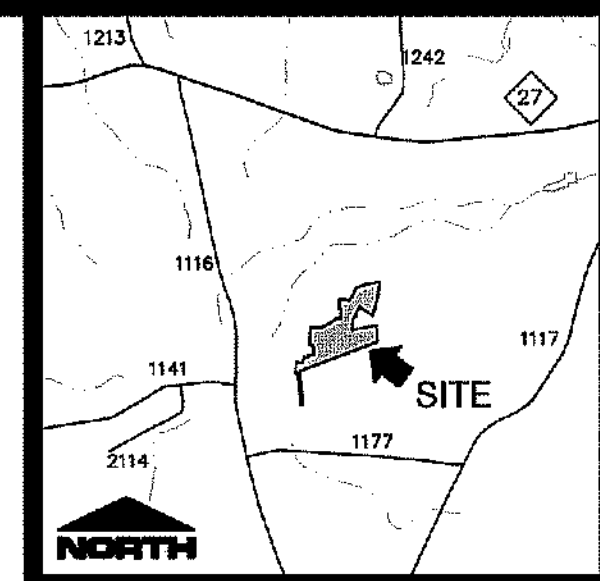
SEE SHEET THREE FOR  
NOTES AND SIGNATURES



L:\McDow\Harnett\031 Oakmont Subdivision\DWG\300\EXHIBIT\PHASE 2 SECTION 2 PLAT.DWG - SUBDIVISION MAP SHEET 1 - 4.15.2021 10:08:48 AM



04-15-21



VICINITY MAP  
NOT TO SCALE

REVISIONS

PROJECT NAME

**OAKMONT  
 SUBDIVISION  
 SURVEY  
 PHASE TWO  
 SECTION TWO**

EXECUTIVE DRIVE  
 BARBECUE TOWNSHIP  
 NEAR LILLINGTON  
 HARNETT COUNTY  
 NORTH CAROLINA

CLIENT

**OAKMONT  
 DEVELOPMENT  
 PARTNERS, LLC**

5112 Pine Birch Drive  
 Raleigh, North Carolina 27606  
 Phone: (919) 793-5237

PROJECT INFORMATION

SURVEYED BY:	MIKE
DRAWN BY:	SEAN
CHECKED BY:	JIMMY
PROJECT NUMBER:	631

DRAWING SCALE

HORIZONTAL: 1"=120'

DATE SURVEYED

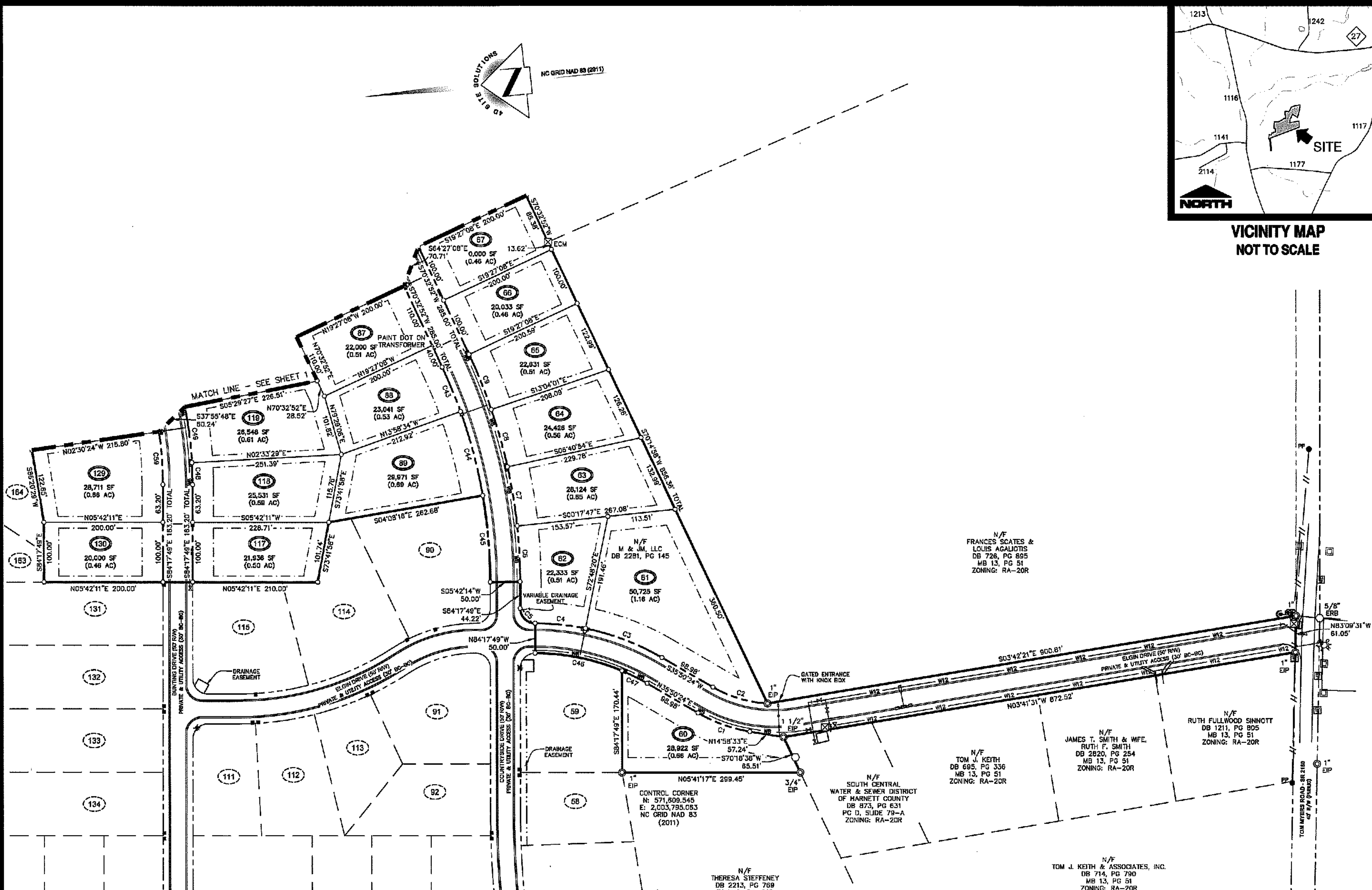
FEBRUARY 4, 2021

SHEET NUMBER

2

OF

3



I, SEAN R. SEEVER, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

*Sean Seever*  
 PROFESSIONAL LAND SURVEYOR - L-4571



04-15-21

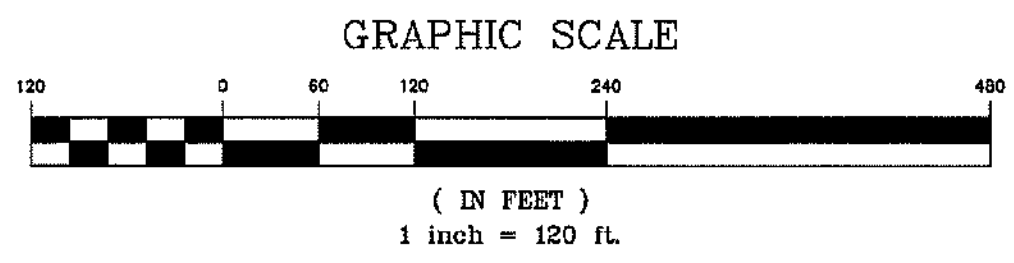
I, SEAN R. SEEVER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SHOWN, PAGE HEREON, OR OTHER REFERENCE SOURCE); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK PAGE OR OTHER REFERENCE SOURCE; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS DAY OF APRIL, 2021.

*Sean Seever*  
 PROFESSIONAL LAND SURVEYOR - L-4571

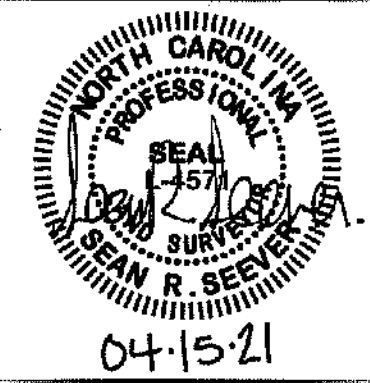
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*Sean Seever*  
 PROFESSIONAL LAND SURVEYOR - L-4571

**SEE SHEET THREE FOR  
 NOTES AND SIGNATURES**



M:\Data\Harnett\Oakmont Subdivision\CONTR. 300\DWG\PLATS\PHASE 2 SECTION 2 PLAT.dwg & SUBDIVISION MAP SHEET 2 - 4.15.2021 10:19:53 AM



REVISIONS

PROJECT NAME  
**OAKMONT  
SUBDIVISION  
SURVEY  
PHASE TWO  
SECTION TWO**

EXECUTIVE DRIVE  
BARBECUE TOWNSHIP  
NEAR LILLINGTON  
HARNETT COUNTY  
NORTH CAROLINA

CLIENT

**OAKMONT  
DEVELOPMENT  
PARTNERS, LLC**

5112 Pine Birch Drive  
Raleigh, North Carolina 27606  
Phone: (919) 793-5237

PROJECT INFORMATION

SURVEYED BY:	MIKE
DRAWN BY:	SEAN
CHECKED BY:	JIMMY
PROJECT NUMBER:	631

DRAWING SCALE

HORIZONTAL: 1"=120'

DATE SURVEYED

FEBRUARY 4, 2021

SHEET NUMBER

**3**  
OF  
**3**

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	92.86	255.00	S25°24'29"W	92.35
C2	96.56	205.00	S22°20'47"W	95.67
C3	138.31	425.00	N26°31'02"E	137.70
C4	85.24	425.00	N11°26'56"E	85.10
C5	39.27	25.00	N50°42'11"E	35.36
C6	94.01	897.77	S87°17'48"E	93.96
C7	100.05	897.77	N88°30'39"E	100.00
C8	100.05	897.77	N80°07'32"E	100.00
C9	100.05	897.77	N73°44'25"E	100.00
C10	39.27	25.00	N64°27'08"W	35.36
C11	39.27	25.00	S25°32'52"W	35.36
C12	88.35	425.00	N64°35'32"E	88.19
C13	100.23	425.00	N51°52'50"E	100.00
C14	100.23	425.00	N38°22'04"E	100.00
C15	100.23	425.00	N24°51'18"E	100.00
C16	100.23	425.00	N11°20'33"E	100.00
C17	100.23	425.00	N02°10'13"W	100.00
C18	22.33	425.00	N10°25'54"W	22.33
C19	343.55	475.00	N08°46'58"E	336.11
C20	43.16	25.00	N78°57'49"E	38.00
C21	36.51	25.00	S08°21'55"E	33.35
C22	21.03	25.00	N57°34'20"E	20.41
C23	42.05	50.00	N57°34'20"E	40.82
C24	55.12	50.00	N01°53'38"E	52.37
C25	52.36	50.00	N59°41'23"W	50.00
C26	49.60	50.00	S61°53'38"W	47.59
C27	42.05	50.00	S09°22'57"W	40.82
C28	21.03	25.00	S09°22'57"W	20.41
C29	39.05	25.00	S78°13'33"W	35.20
C30	252.26	530.00	N70°39'41"W	249.89
C31	39.27	25.00	S39°17'49"E	35.36
C32	223.19	470.00	N70°41'35"W	221.10
C33	38.48	25.00	N12°59'47"W	34.79
C34	150.82	525.00	S22°52'00"W	150.30
C35	113.16	525.00	S08°27'43"W	112.94
C36	130.33	525.00	S04°48'30"E	130.00
C37	134.36	375.00	S01°40'21"E	133.65
C38	140.83	375.00	S19°21'02"W	140.00
C39	140.83	375.00	S40°52'02"W	140.00
C40	123.84	375.00	S61°05'12"W	123.28
C41	39.27	25.00	S64°27'08"E	35.36
C42	39.27	25.00	N25°32'52"E	35.36
C43	81.03	847.77	S73°17'09"W	81.00
C44	145.57	847.77	S80°56'35"W	145.39
C45	145.61	847.77	S89°13'03"E	145.43
C46	149.90	375.00	N17°09'17"E	148.91
C47	47.34	375.00	N32°13'24"E	47.31
C48	36.82	670.73	S85°52'10"E	36.81
C49	94.22	670.73	N88°32'01"E	94.15
C50	94.22	670.73	N80°29'05"E	94.15
C51	69.22	670.73	N73°30'15"E	69.19
C52	39.27	25.00	S64°27'08"E	35.36
C53	39.27	25.00	S25°32'52"W	35.36
C54	62.90	50.00	N34°30'24"E	58.84
C55	72.23	50.00	N42°55'04"W	66.11
C56	79.27	50.00	S50°16'52"W	71.22
C57	40.12	35.00	S37°42'20"W	37.98
C58	183.59	620.73	S79°01'14"W	182.92
C59	88.94	620.73	N88°24'07"W	88.87

I, HEREBY CERTIFY THAT THE DEVELOPMENT DEPICTED HEREON HAS BEEN GRANTED FINAL APPROVAL BY THE HARNETT COUNTY DEVELOPMENT REVIEW BOARD TO THE REGULATIONS SET FORTH BY E-911 ADDRESSING, ENVIRONMENTAL HEALTH, FIRE MARSHAL, PLANNING AND PUBLIC UTILITIES OF HARNETT COUNTY, NORTH CAROLINA, SUBJECT TO RECORDATION IN THE HARNETT COUNTY OFFICE OF REGISTER OF DEEDS WITHIN THIRTY DAYS OF THE DATE BELOW.

APPROVED: John Chalk DATE 4-20-21  
DEVELOPMENT REVIEW CHAIRMAN

CERTIFICATE OF IMPROVEMENTS MAINTENANCE

I HEREBY CERTIFY THAT I ASSUME ALL FINANCIAL AND LEGAL RESPONSIBILITIES FOR THE MAINTENANCE AND UPKEEP OF ALL STREETS AND OTHER REQUIRED IMPROVEMENTS IN THE OAKMONT SUBDIVISION UNTIL SUCH TIME THAT THEY ARE ACCEPTED FOR MAINTENANCE BY THE HOMEOWNERS' ASSOCIATION.

4/20/21 DATE D. R. Huff III OWNER

I HEREBY CERTIFY THAT STORMWATER CONVEYANCE AND CONTROL MEASURES HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS TO THE BEST OF OUR ABILITIES. DUE CARE AND DILIGENCE WERE USED IN OBSERVATION AND CONSTRUCTION SUCH THAT CONSTRUCTION WAS OBSERVED TO BE BUILT WITHIN SUBSTANTIAL COMPLIANCE OF THE PERMIT AND OTHER SUPPORTING MATERIALS.

4/20/21 DATE D. R. Huff III OWNER'S SIGNATURE

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF HARNETT COUNTY AND THAT I HEREBY ADOPT THIS PLAN OF THE SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL WATER LINES TO THE COUNTY OF HARNETT.

4/20/21 DATE D. R. Huff III OWNER'S SIGNATURE

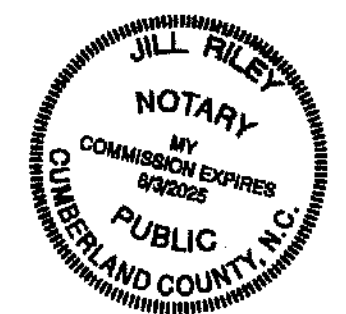
Cumberland COUNTY, NORTH CAROLINA

I, Jill Riley A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT

D. R. Huff III PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP AND SEAL THIS 20 DAY OF April, 2021.

J. Riley NOTARY PUBLIC

MY COMMISSION EXPIRES 8-3-2025



STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

I, Tammy Ward REVIEW OFFICER OF HARNETT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATE IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Tammy Ward REVIEW OFFICER

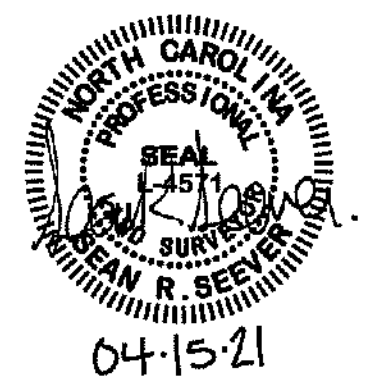
DATE: 4-20-2021



I, C. SCOTT BROWN, CERTIFY THAT THE STREETS WITHIN THIS DEVELOPMENT HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS WHICH WERE DESIGNED TO NCDOT STANDARDS AND BASED ON TEST DATA PROVIDED BY THE CONTRACTOR AND A VISUAL INSPECTION OF THE STREETS WITH EXCEPTION TO BUNTING DRIVE BETWEEN LOTS 130 AND 131. THIS SECTION OF ROAD IS BEING MODIFIED TO MEET NCDOT REQUIREMENTS. POTENTIAL SOLUTION WILL BE TO TERMINATE THE STREET AT LOT 130 AND ADD TURN AROUNDS AS REQUIRED.

C. Scott Brown PROFESSIONAL ENGINEER

- NOTES:
- ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
  - COMBINED SCALE FACTOR: 0.99985671  
LOCALIZATION POINT #1 N: 571,344,238 E: 2,003,657,279  
CONTROL ESTABLISHED VIA NORTH CAROLINA GEODETIC SURVEY VIRTUAL REFERENCE SYSTEM.
  - THE HORIZONTAL AND VERTICAL CONTROL FOR THIS SURVEY WERE ESTABLISHED USING THE NORTH CAROLINA GEODETIC SURVEY VIRTUAL REFERENCE SYSTEM.
  - LINES NOT SURVEYED ARE SHOWN AS DASHED LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS MAP.
  - NONCONFORMING STRUCTURES HAVE NOT BEEN CREATED BY THIS SURVEY.
  - THIS SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH AND IS BASED ON REFERENCED INFORMATION SHOWN HERE ON. OTHER DOCUMENTS OF RECORD MAY EXIST WHICH COULD AFFECT THIS PROPERTY. NO RESPONSIBILITY IS ASSUMED BY THIS SURVEYOR FOR ANY CONDITIONS WHICH MAY PRESENTLY EXIST BUT ARE UNKNOWN OR REFERENCED HERE ON, SUCH AS BUT NOT LIMITED TO HAZARDOUS WASTE MATERIALS, EASEMENTS, CEMETERIES, AND FLOOD AREAS.
  - THIS PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE ACCORDING TO MAP# 3720050600J OF THE FLOOD INSURANCE RATE, DATED OCTOBER 3, 2006.
  - MAINTENANCE OF DRAINAGE EASEMENTS WILL BE BY THE HOMEOWNERS THAT ARE AFFECTED BY THE EASEMENT.
  - DOCS ROAD IS ON THE NCDOT THOROUGHFARE PLAN AS A MINOR COLLECTOR ROAD.
  - STREETScape BUFFER SHALL CONFORM WITH SECTION 5.5.11 OF THE HARNETT COUNTY SUBDIVISION REGULATIONS.
  - STREETScape BUFFER AND OPEN AREAS ARE OWNED BY THE HOMEOWNERS ASSOCIATION AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
  - THE STREETS ARE PRIVATE AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
  - THE STREET LIGHTING WILL COMPLY WITH SECTION 5.10 OF THE SUBDIVISION ORDINANCE.
  - FIRE HYDRANTS WILL BE PRESENT IN ACCORDANCE WITH SECTION 5.3.1 OF THE SUBDIVISION ORDINANCE.
  - SUBDIVISION INTERIOR ROADS ARE 30' OR 38' FROM BACK OF CURB TO BACK OF CURB AS SHOWN HEREON.
  - 1/2" REBAR ARE SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
  - THE LINEAR FEET OF ROADS IS AS FOLLOWS:
- | ROAD NAME         | LENGTH   |
|-------------------|----------|
| EXECUTIVE DRIVE   | 438 FT   |
| KINGWOOD COURT    | 633 FT   |
| BEAUMONT DRIVE    | 875 FT   |
| BUNTING DRIVE     | 757 FT   |
| ELGIN DRIVE       | 1,341 FT |
| COUNTRYSIDE DRIVE | 1,967 FT |
- ALL SIGNAGE SHALL BE A MINIMUM OF 10' FROM ANY STREET RIGHT OF WAY.
  - TOTAL LOTS: 56
  - THERE SHALL BE NO DISTURBANCE WITHIN THE WETLANDS
  - THE ORIGINAL HOA COVENANTS ARE RECORDED IN DEED BOOK 2847, PAGE 545. SEE BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ FOR AMENDED DECLARATION OF COVENANTS.
  - THE 60' ACCESS & UTILITY EASEMENT AS PREVIOUSLY SHOWN ON PLAT BOOK 2005, PG 703 HAS BEEN TERMINATED PER DEED BOOK 3876, PAGE 893.



I, SEAN R. SEEVER, CERTIFY THAT THE CONTROL FOR THIS SURVEY WAS ESTABLISHED FROM AN ACTUAL GPS SURVEY UNDER MY SUPERVISION. THIS GPS SURVEY WAS PERFORMED TO C-211 FGCC SPECIFICATIONS RTK GPS WITH VRS FIELD PROCEDURES WERE USED. THE COORDINATES WERE OBTAINED THROUGH A GRID TO GROUND ADJUSTMENT USING THE COMBINED SCALE FACTOR SHOWN HEREON. THIS SURVEY WAS PERFORMED ON JUNE 12, 2013 USING TWO TRIMBLE 5700 RECEIVERS.

Sean R. Seever PROFESSIONAL LAND SURVEYOR - L-4571

AREA: (BY COORDINATE COMPUTATION)  
PHASE 2 SECTION 2: 2,289,324 SF (52.56 AC)

PIN NO: PORTION OF 0507-53-6396.000

LAND USE CLASSIFICATION: LDR

ZONING: RA-20R

35' FRONT  
10' SIDE  
20' SIDE (CORNER LOTS)  
25' REAR

SOURCE OF TITLE  
DB 3662, PG 762  
HARNETT COUNTY  
REGISTRY OF DEEDS

- LEGEND:
- ECM - EXISTING CONCRETE MONUMENT
  - EIP - EXISTING IRON PIPE
  - EIR - EXISTING IRON ROD
  - ERB - EXISTING REBAR
  - SRB - SET REBAR
  - N/F - NOW OR FORMERLY
  - R/W - RIGHT OF WAY
  - PROPERTY LINE
  - OLD PROPERTY LINE
  - ADJACENT PROPERTY LINE
  - TIE LINE
  - RIGHT-OF-WAY
  - SETBACK LINE
  - STORM DRAINAGE
  - WATER LINE
  - PERMANENT EASEMENT
  - FENCE LINE
  - LIGHT POLE
  - UTILITY POLE
  - PROPOSED FIRE HYDRANT
  - PROPOSED WATER METER
  - PROPOSED PLUG
  - COMMON AREA
  - WETLANDS

HARNETT COUNTY, NORTH CAROLINA

FILED FOR REGISTRATION ON THE 20th DAY OF April 2021 (AM) AND DULY RECORDED IN MAP BOOK 2021 AT PAGE 159-161

Matthew S. Willis  
REGISTER OF DEEDS OF HARNETT COUNTY

Sean R. Seever  
PROFESSIONAL LAND SURVEYOR - L-4571

I, SEAN R. SEEVER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SHOWN, PAGE HEREON OR OTHER REFERENCE SOURCE); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OR OTHER REFERENCE SOURCE; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 20 DAY OF April, 2021.

Sean R. Seever PROFESSIONAL LAND SURVEYOR - L-4571

C:\Users\hamsa\OneDrive\Documents\Projects\2021\OAKMONT\PHASE 2\SECTION 2\PLAT.dwg \* 6: SUBDIVISION MAP SHEET 3 \* 4: 19:2021 4:28:52 PM

## EXHIBIT "B"

### "Substantially Complete"

Seller shall, at Seller's sole cost and expense, develop the Land, at a minimum, pursuant to the following requirements, at which points the Lots shall be considered "**Substantially Complete**":

1. The final plat for the Lots has been approved by the applicable governmental authorities and recorded in the real estate records of Harnett County, North Carolina.
  
2. The following improvements shall be installed as shown in the applicable governmental approved construction plans and accepted by all applicable governmental agencies:
  - (I) Cable, phone and internet service shall be installed and readily available for the Lots; and
  - (II) Mail kiosks, as required by the United States Postal Service (USPS), shall be installed and approved for mail delivery; and
  - (III) Secondary electrical conduit shall be installed to service the Lots
  - (IV) Corner lot pins and associated Permanent Control Points and Permanent Reference Monuments shall be installed; and
  - (V) The Lots shall be graded to the following requirements:
    - Per the Approved Grading Plan for the property.
    - Lot fill shall be in compliance with the geotechnical engineer's recommendation and be free of all muck, debris, and other materials not suitable for the Intended Improvements, and Seller shall have obtained and provided to Purchaser a 79G letter with respect to the Lots; and
    - All retaining walls required to be installed in connection with the applicable governmental approvals have been installed and no retaining walls or stem walls shall be required of Purchaser if the intended improvements are built within the Building Pads; and
  - (VI) Water, re-use water (or other applicable irrigation source), and sanitary sewer mains and service lines for each Lot including: a water meter pit, including the yoke and accessories, curb stop and box have been installed, per the approved plans, for each Lot, the curb stop box and/or meter pit identified on the surface with an appropriate marker; and
  - (VII) . Installation of all facilities for the detention/retention and conveyance of surface storm water from off-site sources and from storm water generated by the Lots, including, but not limited to, storm sewers, water quality and detention/retention facilities in accordance with the requirements of the governmental authority. Storm water conveyance, water quality and detention/retention systems shall be reasonably clear of trash, debris and silt, underdrains and/or curb drains (as required by the approved Construction Drawings), inlets and other associated storm drainage improvements; and
  - (VIII) Curb, gutter, asphalt, sidewalks, street striping, street signage, street lights, traffic signs and traffic signals; and
  - (IX) Natural gas lines, if applicable; and
  - (X) Electric lines; and
  - (XI) All hardscapes items, including but not limited to entry features and amenity centers; and
  - (XII) All alleys and roadways shall be paved.



- (XIII) All landscape items, including street trees, in common areas or those areas of the Property not on or immediately adjacent to a Lot.
3. Seller shall have paid for all utility and service deposits necessary to provide gas, cable television if applicable, electric, and telephone service to the Lots. Seller will be entitled to all reimbursements of such deposits payable by applicable utility providers, if any.
  4. Seller shall have provided to Purchaser the most recent erosion control inspection report generated by the applicable governmental authority.
  5. Seller shall record subdivision Covenants, Conditions and Restrictions that are mutually agreeable to Purchaser.
  6. Seller has approved or has caused the applicable Architectural Review Board, or like entity, to approve the Purchaser's proposed construction plans, floor plans, and elevation plans for the Intended Improvements.
  7. Upon payment of all applicable fees, Purchaser shall be able to pull all required permits for the construction of the Intended Improvements on each Lot and be able to obtain a certificate of occupancy for the Intended Improvements constructed the Lots.
  8. There shall be no environmental concerns as evidenced by a clean Phase 1 ESA and Phase 2 ESA, if applicable.
  9. Seller shall have provided to Purchaser storm water permits for the Property.
  10. Seller has approved or caused to approve as of the expiration of the Inspection Period Purchaser's right to place approved "For Sale" signs on homes or lots within the Community, place approved "Model/Sales Center" signage and flags at any model home constructed by Purchaser, place 4'x8' marketing signs at the entrance to the Community, and to be included on approved information and directional signs within the Community.
  11. Only to the extent required by applicable governmental authorities, installation of the following (as applicable) if required for the Lots:
    - (I) Collector and/or arterial street improvements including related storm sewer, water, and sewer systems; and
    - (II) Right-of-way and perimeter fencing, landscaping, irrigation, mail kiosks, street lighting, signage, striping and traffic signals; and
    - (III) Open space, recreational, park and pedestrian/bike trail improvement; and
    - (IV) Primary and Secondary subdivision signage and entry features.

Notwithstanding any provisions of this Exhibit or the Agreement to the contrary, Seller shall have no obligation to replace any pins or other markers damaged or removed by the activities of Purchaser or its contractors, consultants or subcontractors.

**EXHIBIT "C"**

**Closing Schedule**

<b>Closing</b>	<b>Timing</b>	<b>Minimum # of Lots to be Purchased</b>	<b>Total # of Lots Purchased</b>
Initial Closing	As set forth in Section 4(A)	4	4
Closing #2	Sixty (60) days from the Initial Closing Date	4	8
Closing #3	Sixty (60) days from the Closing Date of Closing #2	4	12
Closing #4	Sixty (60) days from the Closing Date of Closing #3	4	16