

ADDENDUM

WETLANDS ADDENDUM

This Wetlands Addendum (this "Addendum") is attached to and made a part of that Home Purchase Agreement (the "Agreement") between D.R. Horton, Inc., as Seller, and **Davie Wayne Smith and Sherry Watkins Smith**, as Purchaser, regarding that parcel of land located in Brunswick County, North Carolina, briefly described as Lot 3802 (the "Property" or "Lot") of Grayson Park Phase 3A (the "Subdivision"). Capitalized terms defined in the Agreement shall have the same meanings when used in this Addendum. Notwithstanding any other provision of the Agreement, Seller and Purchaser agree as follows:

1. In the event of a conflict between the terms and provisions of this Addendum and any other terms or provisions of the Agreement, this Addendum shall control as to all matters in this Addendum.
2. Seller has disclosed to Purchaser and Purchaser understands and acknowledges the following regarding the Property and the Subdivision (the "Disclosed Matters"):
 - a. Seller is not the developer of the Subdivision and is not responsible or obligated to Purchaser or to any other party for any part of the developer's activities, including any buffers, setbacks, impacts or encroachments throughout the Subdivision which may affect the Property.
 - b. The Subdivision contains wetlands, including jurisdictional wetlands, and/or wetland buffers, which encumber specific Lots as shown on the Final Subdivision Map for Grayson Park Phase 3A, recorded in Plat Book 148, Pages 28 through 32, in the in the Register of Deeds of Brunswick County, North Carolina (the "Plat"). Wetlands and wetland buffers are natural resources protected by federal, state, and/or local law and regulated by the U.S. Army Corps of Engineers (the "ACOE"), the North Carolina Department of Environmental Quality (the "NCDEQ") and/or other applicable federal, state or local authorities having jurisdiction over the Subdivision.
 - c. Except as may be otherwise expressly granted by written approval from the applicable governmental authorities, activities on or use of the wetlands and/or wetland buffers, wherever located in the Subdivision, may be limited or altogether prohibited.
 - d. Seller cannot assure Purchaser that the location of any wetland and/or wetland buffer will not be changed in the future.

For Lots 1, 8, and 13 of the Subdivision: Lots 1, 8, and 13 of the Subdivision are encumbered by wetlands, as shown on the Plat, and purchase of any of these Lots is subject to this encumbrance.

Purchaser(s) Initials:

- e. More information about wetlands, and/or wetland buffers may be found by: (i) accessing the website of the ACOE, Wilmington District at <http://www.saw.usace.army.mil/Missions/RegulatoryPermitProgram.aspx> or by calling the ACOE, Wilmington District, at (910) 251-4625; (ii) accessing the website of the U.S. Environmental Protection Agency (the "EPA") at <http://water.epa.gov/type/wetlands/index.cfm> or by calling the EPA at (404) 562-9232; (iii) accessing the website of the Brunswick County Planning Department ("Brunswick County") at <http://www.brunswickcountync.gov/planning/> or by calling Brunswick County at (800) 442-7033; (iv) accessing the website of the NCDEQ, Water Resources Division, at <http://deq.nc.gov/about/divisions/water-resources/water-resources-permits/wastewater-branch/401-wetlands-buffer-permits/401-frequently-asked-questions-helpful-links> or by calling the NCDEQ, Water Resources Division at (919) 707-3631; and/or (v) reviewing the Plat.
3. Except as stated in this Addendum or in the Agreement, Seller, its parent, subsidiaries and affiliates and each of their respective officers, directors, employees, agents, heirs, personal representatives, successors, and assigns (the "Seller Parties"), have not made and do not make any warranties, representations, promises or statements of any kind, whether written or oral, express or implied, with regard to the wetlands or wetland buffers, the location, extent, scope or characteristics of the

wetlands or the wetland buffers, or any environmental conditions or potential environmental effects associated with any of the same.

4. THE DISCLOSED MATTERS MAY ADVERSELY AFFECT (I) THE VALUE OF THE PROPERTY, AND/OR (II) THE USE, ENJOYMENT, AND/OR OWNERSHIP OF THE PROPERTY BY PURCHASER AND/OR PURCHASER'S HEIRS, SUCCESSORS, INVITEES, LICENSEES, ASSIGNS AND LEGAL REPRESENTATIVES (THE "PURCHASER PARTIES").

5. Purchaser acknowledges that this Addendum (i) is not intended to, and does not, constitute a full disclosure of all conditions that might affect the Property or the Subdivision, and (ii) does not relieve Purchaser from its obligations to investigate the Property and the Subdivision to satisfy itself that the Property and the Subdivision are satisfactory to Purchaser. In addition, Purchaser acknowledges that Seller has no duty to update, and will not update, this Addendum or the information contained in this Addendum (including, without limitation, any references to the website or telephone numbers set forth in Paragraph 2.f. above).

6. THE PURCHASER PARTIES HEREBY RELEASE THE SELLER PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, COSTS, INJURIES OR DAMAGES, KNOWN OR UNKNOWN, THAT THE PURCHASER PARTIES MAY HAVE, AT ANY TIME, THAT ARE IN ANY WAY RELATED TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE DISCLOSED MATTERS OR THEIR EFFECTS, PRESENT OR FUTURE, ON THE HEALTH OR SAFETY OF THE PURCHASER PARTIES, THE PROPERTY OR ANY OTHER AREAS WITHIN OR AROUND THE SUBDIVISION. IT IS THE SPECIFIC INTENT OF THE PURCHASER PARTIES TO FULLY RELEASE AND DISCHARGE EACH AND ALL OF THE SELLER PARTIES FROM ANY AND ALL LIABILITY RELATED TO THE DISCLOSED MATTERS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVING READ, REVIEWED AND UNDERSTOOD THIS ADDENDUM, HAVE SIGNED THIS ADDENDUM ON THE DATE SHOWN BELOW.

Homebuyer: <u>Davie Wayne Smith</u> Davie Wayne Smith (Jan 25, 2025 12:54 EST) Buyer: Davie Wayne Smith <u>Sherry Watkins Smith</u> Sherry Watkins Smith (Jan 25, 2025 12:42 EST) Co-Buyer: Sherry Watkins Smith	Jan 25, 2025 Date Jan 25, 2025 Date	SELLER: D.R. Horton, Inc. <u>Jeaniece Suzanne Ford</u> Jeaniece Suzanne Ford (Jan 27, 2025 13:31 EST) Jeaniece Suzanne Ford D.R. Horton Officer	Jan 27, 2025 Date
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