

NEW CONSTRUCTION PURCHASE AGREEMENT

1. PARTIES: KEN HARVEY HOMES, LLC, "Seller",
NC contractor license # 81986; Classification: BUILDING; Limit: UNLIMITED and
"Buyer" agree as follows.

2. PROPERTY: Seller agrees to sell and Buyer agrees to purchase from Seller, Lot No. 87, Block No. _____,
Subdivision: SORRELL OAKS, in Book of Maps 2359, Page 424, FRANKLIN County Registry together with the
dwelling and other improvements built or to be built in accordance with the plans and specifications described below (the "Property").
Address: 95 CHERRY BARK DRIVE, YOUNGSVILLE 27596 (city/zip), NC. No personal property is
included in this sale.

Note: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

3. NEIGHBORHOOD DOCUMENTATION, OWNER'S ASSOCIATION and DISCLOSURES: (Mark and complete all that are applicable)

BUYER ACKNOWLEDGES RECEIPT OF THE FOLLOWING:

- | | |
|---|---|
| ☐ Covenants, Conditions and Restrictions | ☒ Disclosure (as noted): OWNER'S ASSOCIATION DISCLOSURE |
| ☒ Bylaws and/or Rules/Regulations | ☐ Disclosure (as noted): _____ |
| ☒ Recorded Map | ☐ Disclosure (as noted): _____ |
| ☒ Other (as noted): Building plot & septic permit | ☐ Other (as noted): _____ |

Prior to signing this Agreement, Buyer is advised to review restrictive covenants, if any, which may limit the use of the Property, and to read any declaration of restrictive covenants, bylaws, articles of incorporation, rules and regulations, and other governing documents of the owner's association(s) and/or the subdivision, if applicable. Buyer understands and agrees to be bound by and perform the obligations of owners imposed thereby upon becoming an owner.

Copies of the foregoing documents have been made available to the Buyer at the office of Seller and shall be available for further examination by Buyer at such office during regular business hours. From and after the date the deed to the Property is filed for record, Buyer agrees to comply with the provisions of applicable declarations, rules and regulations, and bylaws and to perform the obligations of a homeowner thereunder.

- ☐ **Covenants Not Final:** In the event this section is marked, the final declaration of covenants, conditions and restrictions (the "Covenants") for the neighborhood have not been provided to Buyer. Seller shall deliver the final Covenants to Buyer as soon as possible. Buyer shall then have three (3) days from delivery to terminate this agreement by written notice to Seller if Buyer does not approve the Covenants. In the event Buyer does not give timely notice of termination, Buyer shall be bound by this Agreement.

OWNER'S ASSOCIATION(S): As an owner of the Property, Buyer will become a member of one or more Owner's Associations ("HOA") regarding the property as set out in any declarations, covenants and/or restrictions affecting the Property and shall be required to pay a Capital Contribution ("Capital") into such association(s) at closing and periodic regular assessments ("HOA Assessments") thereafter currently estimated as follows:

\$ _____ Capital for Sorrell Oaks Homeowners Association, Inc. HOA and ☐ Annual ☐ Quarterly ☐ Monthly HOA Assessments of \$ 75.00
\$ 1,000.00 Capital for 1 X Capital Contribution and Transfer Fee HOA and ☐ Annual ☐ Quarterly ☐ Monthly HOA Assessments of \$ _____

It is understood and agreed, however, that the amount of such Capital and Association Assessments is subject to change by the Association(s) without notice prior to closing and Buyer agrees to pay the amounts charged by the Association at closing and thereafter.

In the event any fee is imposed by any HOA in which Buyer will become a member for transferring the records of the HOA to register and record the ownership by Buyer ("HOA Transfer Fee"), such fee shall be paid by Buyer.

4. PURCHASE PRICE AND PAYMENT:

The Purchase Price for the Property in U.S. Dollars is \$ _____ payable as follows (Mark and complete all that are applicable):

- (a) ☐ N/A as Earnest Money, upon execution of this Agreement, payable to N/A
as escrow agent, who shall retain it in a separate escrow account until the sale is closed, at which time it will be credited to the purchase price, or until this Agreement is otherwise terminated and the Earnest Money is disbursed in accordance with the terms of this Agreement. [See Additional Provisions Section 2]

- ☒ \$ _____ as the total non-refundable builder deposits/Construction Fees, including any installments set out in (b) below.
☐ \$ _____ Construction-to-Perm: See attached Fees Agreement, which is incorporated herein, for Fees.
☒ \$ _____ Balance due at Settlement

Buyer initials

Seller initials

March 2025 Revision
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Howard Perry and Walston
The Jim Allen Group

- (b) Installment non-refundable builder deposits/Construction Fees shall be paid as follows:
[NOTE: The total of any installments should equal the amount set forth in Paragraph 4(a) above.]

\$ _____ Date or event triggering Payment: AT EXECUTED CONTRACT
\$ _____ Date or event triggering payment: _____
\$ _____ Date or event triggering payment: _____
\$ _____ Date or event triggering payment: _____

The deposits/Construction Fees are not a part of the Earnest Money Deposit and will be used by Seller in the construction of the special improvements described above. The deposits/Construction Fees will be credited to the Purchase Price at Settlement.

Should Buyer fail to deliver the deposits/Construction Fees or any installment thereof in accordance with the terms of this subparagraph, Buyer shall have two (2) days after written notice to deliver them or the installments to Seller. In the event Buyer does not timely deliver the deposits/Construction Fees, Seller shall have the right, but not the obligation, to terminate this Agreement upon written notice to Buyer.

These deposits/Construction Fees and Payments are for builder fees, Upgrades or Options, if any, and any subsequent deposits made, which shall be payable to KEN HARVEY HOMES, LLC and will be used by Seller in the construction and applied to the purchase price at closing and are non-refundable. In addition, deposits/Construction Fees and Payments Toward Upgrades or Options are not refundable if Buyer is unable to obtain the Loan and Buyer terminates the Agreement as set out in paragraph 5 below. It is acknowledged by Buyer and Seller that no real estate broker has any responsibility as an escrow agent for any fee paid.

- (c) The balance of the Purchase Price in good funds at closing (including mortgage proceeds) upon delivery of the deed to Buyer.
(d) No portion of the purchase price is to be paid by a promissory note, nor may any portion of the purchase price be paid by the assumption of any existing loan.
(e) Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not deliver good funds as provided, the Seller shall have the right to terminate this Agreement by written notice to Buyer.

5. SOURCE OF FUNDS:

☐ Buyer will pay cash; OR

☐ Buyer will secure a loan under the following conditions:

- a. Buyer agrees to make written application for the Loan and promptly pay any necessary fees and authorize any required appraisal on or before _____. Buyer further agrees to pursue qualification for and approval of the Loan diligently and in good faith and to continually and promptly provide requested documentation to the lender. Buyer shall promptly furnish Seller written confirmation from the lender of having applied for the Loan. If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan as agreed, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money and Deposits paid by Buyer shall be forfeited to Seller and such forfeiture shall not affect any other remedies available to Seller.
b. Time shall be of the essence with respect to all dates and deadlines set forth in paragraph 5(a).

NOTE: This Contract is NOT conditioned upon the Buyer securing a loan for the Property.

6. BUYER'S PROPERTY: Buyer ☐ DOES ☐ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to

complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

☐ (Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- ☐ is listed with and actively marketed by a licensed real estate broker.
☐ will be listed with and actively marketed by a licensed real estate broker.
☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property.

Buyer initials Seller initials

7. BUILDER REPORTS CONDITIONS

☒ Mark here if dwelling construction has commenced and this Section is inapplicable.)

☐ (Mark here for Pre-Sales or when dwelling construction has not started): This Agreement

is contingent upon Seller obtaining the following report(s) or permits marked as "applicable" (collectively the "Reports"):

- (a) **Soil Suitability** (☐ Applicable ☐ Not Applicable): A report showing the soil is suitable for the Dwelling.
- (b) **Utility Availability** (☐ Applicable ☐ Not Applicable): A report showing the following utilities are available to the Property: _____
- (c) **Environmental Restrictions** (☐ Applicable ☐ Not Applicable): A report showing there is no environmental contamination, law, rule or regulation that prohibits or unreasonably limits the use of the Property for residential purposes.
- (d) **Environmental Permits** (☐ Applicable ☐ Not Applicable): An Improvement Permit from any environmental regulatory agency which may have jurisdiction concerning the Real Estate which would allow the construction of the Dwelling.
- (e) **Flood Hazard** (☐ Applicable ☐ Not Applicable): A report showing there is no flood hazard that prohibits or unreasonably limits the use of the Property for residential purposes.
- (f) **Septic System** (☐ Applicable ☐ Not Applicable): An Improvement Permit or written evaluation from the County Health Department ("County") allowing a (check only ONE) ☐ conventional or ☐ other _____ ground absorption sewage system for a _____ bedroom home.
- (g) **Private Drinking Water Well** (☐ Applicable ☐ Not Applicable): A Construction Permit from the County allowing a private drinking water well.
- (h) **Zoning/Restrictive Covenants** (☐ Applicable ☐ Not Applicable): A report showing the Dwelling may be constructed in Accordance with applicable zoning and restrictive covenants.
- (i) **Architectural Review** (☐ Applicable ☐ Not Applicable): A report showing approval from architectural review board/committee that the Dwelling meets applicable architectural requirements.
- (j) **Land Use Permit(s)** (☐ Applicable ☐ Not Applicable): A permit or permits from any applicable local government(s) that may have jurisdiction showing approval of the Real Estate for development.

All costs and expenses of obtaining the Reports shall be borne by Seller, and Seller shall use best efforts to timely obtain the Reports. If the Reports cannot be obtained by _____ ("Builder Report Date"), Builder may terminate this Contract by delivering to Buyer written notice of termination. If the Builder has delivered such notice, this Agreement shall be terminated and all Earnest Money shall be refunded to Buyer.

8. SUBDIVISION STREET DISCLOSURE: The street upon which the Property fronts is designated ☒ Public or ☐ Private

If Public: The Seller certifies that the street ☐ HAS BEEN ☒ HAS NOT BEEN accepted for maintenance by the North Carolina Department of Transportation or the municipality, as applicable.

If not yet accepted for maintenance, the Seller certifies that the right of way and the design and construction of the street has been or will be in accordance with the applicable standards for subdivision streets adopted by the North Carolina Department of Transportation or by the municipality.

If Private:

- Construction of the street:
 - ☐ is complete; or,
 - ☐ shall be completed by Developer and/or Seller; and
 - ☒ will ☐ will not be constructed to applicable minimum standards of the State highway system or municipal street system; or,
 - ☐ shall be the responsibility of the Buyer as owner of the Property; or,
 - ☒ Other (specify) WILL BE TURNED OVER TO THE STATE WHEN COMMUNITY IS 95% COMPLETE.
- No street maintenance shall be performed by the North Carolina Department of Transportation or any other state or local government agency.
 - ☐ Covenants, conditions or restrictions concerning street maintenance and other restrictions and conditions of use and occupancy of the Property, are recorded at Book _____ Page _____; or,
 - ☐ A street maintenance agreement is recorded at Book _____ Page _____; or,
 - ☐ There is no street maintenance agreement and Buyer is solely responsible.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under certain circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in the Contract is subject to the Statute, they should consult a NC real estate attorney

Buyer initials

Seller initials

9. CONSTRUCTION OF DWELLING.

- (a) **Quality of Construction:** Seller shall construct the Dwelling (i) in accordance with the Plans and Specifications; (ii) in compliance with all laws, regulations, codes, and ordinances applicable to the construction of the Dwelling; and (iii) in a good and workmanlike manner with new, good quality materials and components.
- (b) **Changes:**
- (i) **Seller Changes:** Minor changes from plans may be necessary and are permitted. However, Seller shall not make any significant deviation or change in the Plans and Specifications without the prior written consent of Buyer.
 - (ii) **Buyer Changes:** Buyer may request changes in the construction of the Dwelling within the general scope of the Plans and Specifications, consisting of additions, deletions or other revisions.
 - (iii) **Change Order:** Changes under (i) and/or (ii) above shall be made only by a Change Order, which shall be in writing and signed by both Buyer and Seller ("Change Order"). Change Orders will accordingly address changes to the Purchase Price, Construction Fees, allowance amount(s), and other changes agreed to between Buyer and Seller as to the Plans and Specifications. These can affect the total price and completion date of the Property.
- (c) **Construction Costs:** Seller shall provide and pay for all labor, materials, equipment, tools, clean-up, utilities, transportation, facilities, permits, fees, licenses, all plans and specifications and all other costs, charges and expenses whatsoever in connection with or related to the construction of the Dwelling unless otherwise agreed in writing.
- (d) **Construction Financing:** Seller shall pay all costs, charges, and other expenses, of any nature whatsoever, for Seller's construction financing of the Dwelling.
- (e) **Punch List Items:** Seller shall notify Buyer when there has been Substantial Completion (see definition below) of the Dwelling and shall schedule a mutually agreeable date and time on which Buyer shall inspect the Dwelling. Prior to Settlement, Buyer and Seller shall agree upon a written list of all deficiencies in workmanship and material that are detectable by visual examination ("Punch List Items"). Seller shall correct Punch List Items at Seller's cost within a reasonable period of time. AFTER SUBSTANTIAL COMPLETION(as defined herein), SELLER'S FAILURE TO CORRECT A PUNCH LIST ITEM PRIOR TO SETTLEMENT WILL NOT BE GROUNDS FOR DELAYING SETTLEMENT OR THE IMPOSITION OF ANY CONDITIONS ON SETTLEMENT; PROVIDED, SETTLEMENT SHALL NOT RELIEVE SELLER FROM THE OBLIGATION TO CORRECT ANY PUNCH LIST ITEM.
- (f) **Delay in Construction:** If Seller is delayed at any time in the progress of construction by (i) any act or neglect of Buyer; (ii) written Change Orders; (iii) shortages of materials, adverse weather conditions, or delays in transportation which were not reasonably anticipated; or (iv) acts of God, Seller shall give as much notice as possible of the delay to Buyer and the time for Substantial Completion of construction shall be extended by a reasonable time to account for the delay(s) experienced. BUYER ACKNOWLEDGES AND UNDERSTANDS THE IMPORTANCE OF COOPERATING FULLY WITH SELLER IN ORDER TO HELP EXPEDITE THE CONSTRUCTION OF THE DWELLING AND TO AVOID OR MINIMIZE ANY DELAY IN SETTLEMENT, INCLUDING BUT NOT LIMITED TO TIMELY COMMUNICATION OF ANY REQUESTED CHANGES IN THE CONSTRUCTION OF THE DWELLING IN ACCORDANCE WITH PARAGRAPH 3(b)(ii) ABOVE AND MAKING PROMPT DECISIONS ON ANY ALLOWANCE ITEMS.
- (g) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon prior to Settlement. The test result shall be deemed satisfactory to Buyer if an indoor air test indicates an average radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the indoor air test result exceeds the above-mentioned level, Seller shall remediate to bring the radon level within the satisfactory range. Upon the completion of remediation, Buyer may have another indoor radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to Buyer. The test result for radon or similar radiological chemicals in well water shall be deemed satisfactory to Buyer if the water test does not show the presence of radon or similar radiological chemicals which exceed local or federal government health regulations. If the water test result does exceed local or federal government health regulations for radon or similar radiological chemicals, Seller shall remediate to bring the water quality into compliance. Upon the completion of the remediation, Buyer may have another water test performed at Seller's expense, and if the test result indicates compliance with local or federal government health regulations, it shall be deemed satisfactory to Buyer.
- (h) **Buyer Inspections:** Buyer may complete inspections and provide a written Punch List to Seller no more than 7 days following the Notice of Substantial Completion (See Section 12). Seller will endeavor to complete the Punch List work agreed upon prior to Closing. However, Closing may precede completion of the Punch List work as set out in Section 12. (Also see Additional Provisions Section 5).

10. EXPENSES AND CLOSING COSTS: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, HOA Transfer Fees, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price.

Seller shall pay for the preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement and for excise tax (revenue stamps) required by law. The parties shall pay their own attorney's fees unless otherwise provided herein.

Seller shall pay at closing \$ _____ toward any of Buyer's expenses associated with purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

11. ADDITIONAL PROVISIONS and ADDENDA: All of the Additional Provisions attached hereto are expressly incorporated herein by reference and shall apply to this Agreement, except the following numbered Additional Provisions: _____, if any.

Buyer initials

Seller initials

Additionally, the following Addenda are attached hereto and made a part of this Agreement: (Mark and complete all that are applicable):

☐ Plans and specifications, which shall be subject to reasonable modification during construction on the Property.

[Note: The above selection should be marked and the addendum initialed and attached or the Alternative Plans and Specifications section below should be marked and completed if construction is substantially not complete.]

☐ Cut-sheets, elevations, and/or floor plans, which shall be subject to reasonable modification during construction on the Property.

☐ Options and Upgrades Addendum

☐ Other Addenda (as noted) _____

Alternative Plans and Specifications Provision

☐ The Plans and Specifications are not suitable for attachment. However, they are identified as follows: _____
(Clearly identify the Plans and Specifications).

These Plans and Specifications have been reviewed and approved by Buyer and are made a part of this Agreement, but shall be subject to reasonable modification during construction on the Property as set out above.

12. SETTLEMENT AND CLOSING: (Mark and complete only one of the sections below which shall apply) Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date ("Settlement") at a time and a place designated by Buyer in the reasonable proximity of the Property.

☒ **COMPLETED CONSTRUCTION: (Only fill out if construction IS complete.)** Closing shall be on or before _____ (the "Closing Date").

If either party is unable to Close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to Closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and Closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of seven (7) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to Close.

In the event Buyer is unable to complete Closing on or before seven (7) days after the Closing Date, or any extension of the Closing Date agreed-upon in writing, then Buyer shall pay to Seller at Closing a per diem carrying charge in the amount of \$ 100.00 per day from that date until Closing occurs or the Agreement is terminated. In the event Buyer fails to complete Closing on or before seven (7) days after the Closing Date, or any extension of the Closing Date agreed-upon in writing, Seller may terminate this Agreement by written notice to Buyer and all sums paid to Seller shall belong to Seller and all Earnest Money shall be paid to Seller.

☐ **CONSTRUCTION NOT COMPLETE AT TIME OF AGREEMENT: (Only fill out if construction IS NOT complete.)** The anticipated completion date is on or about _____ ("Anticipated Completion Date"). It is understood and agreed that this is an estimated date only. Closing shall be within fourteen (14) days after written notice from Seller to Buyer of Substantial Completion as defined herein ("Closing Date"). Provided, however, the Closing Date will not be any earlier than the Anticipated Completion Date unless the parties agree in writing. Buyer and Seller will agree upon the exact Closing Date in accordance with the above, but failing any agreement being reached, the Closing Date shall be the first business day occurring 14 days after the written notice from Seller of Substantial Completion.

A. "Substantial Completion" shall mean the completion of the construction of the Dwelling in accordance with the Plans and Specifications and any other special provisions that may be part of the Contract to the degree that: (i) it is habitable and broom-clean, (ii) a certificate of occupancy has been issued by the appropriate governmental authority having jurisdiction over the construction of the Dwelling and delivered to Buyer, and (iii) only Punch List Items remain to be corrected.

B. Delayed Completion: The parties recognize that adverse weather, unavailability of material, strikes and other conditions beyond the reasonable control of Seller may delay completion and it is, therefore, agreed by the parties that in the event, and only in the event, that the home is not Substantially Completed within sixty (60) days after the Anticipated Completion Date because of such conditions, Buyer shall have the right to declare this Agreement null and void. However, Seller shall not be required to return to Buyer the sums paid under paragraph 4, and Buyer's and Seller's rights shall cease and terminate without liability on the part of either party.

C. Final Inspection: Within seven (7) to ten (10) days of receipt of the certificate of occupancy by the Authority Having Jurisdiction (AHJ), or if there is none, within seven (7) to ten (10) days after receiving Seller's certificate of substantial completion, the Buyer will deliver to Seller a signed punch list identifying any workmanship or materials not conforming to the Contract plans and specifications, and/or any claimed deficiencies in workmanship or materials. Deficiencies in workmanship or materials shall be defined by the Residential Performance Guidelines, a publication of the National Association of Home Builders. Seller, at its own expense, shall then timely correct all workmanship and materials and rectify all deficiencies in accordance with the Residential Construction Performance Guidelines. Upon completion of this punch list work, Buyer shall deliver to Seller a signed Certificate of Acceptance. Any failure of Buyer to inspect within the three-day period and/or deliver a signed punch list shall constitute acceptance of the workmanship and materials and acknowledgement that the construction has been completed in accordance with the Contract plans and specifications.

Buyer initials

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Seller initials

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D. Delayed Closing: In the event Buyer is unable to complete Closing on the Closing Date, or any extension of the Closing Date agreed-upon in writing, then Seller may delay the Closing and Buyer shall pay to Seller at Closing a per diem carrying charge in the amount of \$ 100.00 per day from that date until Closing occurs or the Agreement is terminated. In the event Buyer fails to complete Closing on or before seven (7) days after the Closing Date, or any extension of the Closing Date agreed-upon in writing, Seller may terminate this Agreement by written notice to Buyer and all sums paid to Seller shall belong to Seller and all Earnest Money shall be paid to Seller.

E. Suspension of Work: If Buyer fails to timely make any payment obligations due under this agreement, or fails to comply with any other material obligation under this contract, the Seller may, in its discretion, suspend construction work until such payment is made or obligation fulfilled.

DEED: The deed is to be made to _____

13. ZONING AND ASSESSMENTS: Seller warrants that there are no restrictions, zoning, easement or other governmental regulations that would prevent the reasonable use of the Property for residential purposes. Seller further warrants that there are no encumbrances or special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property. Notwithstanding the foregoing, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:

14. FLOOD HAZARD DISCLOSURE/CONDITION (Choose and mark ONE of the following alternatives):

☐ To the best of Seller's knowledge, the Property **IS** located partly or entirely with a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

☒ To the best of Seller's knowledge, the Property **IS NOT** located partly or entirely with a designated Special Flood Hazard Area. If, following the execution of this Agreement, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this Agreement is subject to a loan condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making a loan, then in either event Buyer shall have the right to terminate this Agreement upon written notice to Seller, and all monies paid by Buyer to Seller pursuant to this Agreement shall be returned to Buyer.

15. WARRANTIES:

(a) LIMITED WARRANTY OF CONSTRUCTION: Unless otherwise provided herein, Seller hereby warrants that, for a period of one (1) year from the date of Closing or the date Buyer occupies the Property, whichever comes first, Seller will make all necessary repairs and corrections to the house on the Property, either interior or exterior, structural or non-structural, that shall become necessary by reason of faulty construction, labor or materials or unreasonable non-conformity of construction to the plans and specifications. At Seller's sole option, Seller may either (i) make such repairs and corrections, (ii) replace any faulty or non-conforming item or condition, or (iii) pay to Buyer the reasonable cost of such repair, correction or replacement. This limited warranty: (1) is for the benefit of Buyer only and may not be assigned nor shall it inure to the benefit of any other person or entity, and (2) shall survive closing and the delivery of the deed.

(b) WARRANTIES OF COMPONENTS: Seller shall assign, to the extent reasonably possible, and deliver to Buyer at closing all guarantees and warranties of all components contained in or that are part of the improvements to the Property. Buyer shall be responsible for compliance with any registration, maintenance obligations, and notice and claim procedures set forth therein.

(c) STATE WARRANTIES: North Carolina law mandates that certain express and/or implied warranties are included as a matter of law in the purchase of new construction. These warranties may cover such issues as structural defects or latent defects. It is recommended that Buyer seek guidance from a NC licensed attorney regarding such warranties.

16. INSULATION DISCLOSURE: Seller hereby discloses that Seller has purchased, paid for, and employed an independent contractor to install insulation in the Property as follows:

☐ Insulation installed at the Property will be in accordance with the specifications attached to this Agreement; or

☒ Insulation installed at the Property will be as set out as follows:

	FLOORS*	CEILINGS	WALLS
TYPE	PER NC	PER NC	PER NC
THICKNESS	<u>BUILDING</u> inches	<u>BUILDING</u> inches**	<u>BUILDING</u> inches**
R-FACTOR	R- <u>CODE</u>	R- <u>CODE</u>	R- <u>CODE</u>

* Disclosure does not apply to dwellings constructed on concrete slabs.

** Thickness may vary due to normal settling and presence of beams, rafters, studs and other structural members.

Buyer initials

Seller initials

17. LIVING AREA MEASUREMENT: The approximate living area of the residence that has been built or is to be built on the Property may have been observed by or represented to Buyer in various ways and places. It is understood and agreed between Buyer and Seller that "living area" square footage as represented by Seller and Seller's agents has been based upon builder plan dimensions and is subject to change without notice during construction. Buyers may verify actual living area measurements as improvements are completed prior to closing. However, this Property and the house constructed on it are not being sold on a "per square foot" pricing basis. Although the completed improvements should substantially comply with agreed plans and specifications, no adjustment will be made in price because of discrepancies in living area in the completed improvements.

18. MINERAL, OIL AND GAS RIGHTS DISCLOSURE: Mineral, oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral, oil and gas rights from the owner or by reservation of the mineral, oil and gas rights by the owner. If mineral, oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface minerals, oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral, oil and gas rights, Seller makes the following disclosures:

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 1. Mineral, oil and gas rights were severed from the Property by a previous owner. ☐ Yes ☐ No ☒ No Representation
Buyer Initials

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 2. Seller has severed mineral, oil and gas rights from the Property. ☐ Yes ☒ No
Buyer Initials

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 3. Seller intends to sever the mineral, oil and gas rights from the Property prior to transfer of title to Buyer. ☐ Yes ☒ No
Buyer Initials

[NOTE: This Paragraph contains a **disclosure only**, and in no way modifies the obligations of the Seller to deliver fee simple title to Buyer as described in Paragraph 1 of the Additional Provisions. In the event any severing of oil and gas rights to the Property has occurred or is planned, it is necessary that the terms of such must be agreed upon by Buyer as part of this Agreement or in a related agreement.]

19. ENTIRE AGREEMENT: This Agreement, along with the signed Addenda, if any, and the matters expressly referred to herein, constitute the entire agreement between the parties. No representations, warranties, undertakings or promises whether oral, implied or otherwise have been made by either Seller or Buyer unless expressly stated herein or unless mutually agreed upon in writing between the Seller and Buyer.

HOWARD PERRY & WALSTON REALTY INC. D/B/A COLDWELL BANKER HOWARD PERRY AND WALSTON AND THE JIM ALLEN GROUP INC. ALONG WITH ANY OF THEIR AGENTS OR INDEPENDENT CONTRACTORS MAKE NO REPRESENTATIONS AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer:

Seller:

	Date: _____		Date: _____
	Date: _____		Date: _____

Notice Address: _____

AGENTS:

Selling Firm: _____ Firm License # _____

Individual Agent: _____ License # _____

Acting as: ☐ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent ☐ Designated Dual Agent

Selling Agent Mailing Address: _____

Selling Agent Email: _____ Fax: N/A Phone: _____

Listing Firm: COLDWELL BANKER HOWARD PERRY AND WALSTON- THE JIM ALLEN GROUP Firm License # C1232

Individual Agent: SYDNEY STUMPO FOR JIM ALLEN MLS ID R11804 License # 318114/126077

Acting as: ☐ Seller's (sub)agent ☐ Dual Agent ☐ Designated Dual Agent

Individual Listing Agent Email: SYDNEYSTUMPO@JIMALLEN.COM Fax: N/A Phone: 9199000173

Buyer initials

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Page 7 of 11

Seller initials

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EARNEST MONEY ACKNOWLEDGMENT:

95 CHERRY BARK DRIVE, YOUNGSVILLE, NC 27596

Property Address

I/WE HEREBY ACKNOWLEDGE RECEIPT OF THE EARNEST MONEY DESCRIBED IN THE FOREGOING PURCHASE AGREEMENT AND AGREE THAT THE EARNEST MONEY WILL BE HELD AND DISBURSED IN ACCORDANCE WITH THIS AGREEMENT (See Additional Provisions Section 2.)

Firm: _____

By: Date: _____

DEPOSIT ACKNOWLEDGEMENT:

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING DEPOSIT(S) AND/OR PAYMENT:

\$ _____ Deposit paid to Seller.

\$ _____ Deposit paid to Seller for NONREFUNDABLE BUILDER DEPOSIT.

\$ _____ Payment made to Seller for (describe as for upgrades, options, etc.) _____

Listing Agent: Date: _____

OR
Seller or Seller's Representative: Date: _____

Buyer initials

Seller initials

ADDITIONAL PROVISIONS

1. POSSESSION:

Possession will be given upon Closing and receipt in full by Seller of all monies due and payable by the terms of this Agreement. Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property. Seller shall furnish a general warranty deed conveying to Buyer a fee simple marketable title to the Property, free and clear of all encumbrances except (a) those liens and encumbrances specifically set forth in this Agreement; (b) covenants, rights, restrictions, reservations, easements and conditions of record including such thereof as may be contained in the Declaration and Bylaws governing the homes and Common Areas; (c) real estate taxes and assessments both general and special for the current year not yet due and payable; and (d) zoning ordinances, if any. If Seller cannot convey clear title to the premises as required, Seller may terminate this Agreement whereupon all funds deposited by Buyer and documents shall be returned to the Buyer and this Agreement shall be null and void and the parties release each other from any further liability hereunder.

2. EARNEST MONEY:

The Buyer and Seller acknowledge that, in the event of a dispute between Seller and Buyer over the return or forfeiture of any Earnest Money held in escrow by a licensed real estate broker ("Broker") as Escrow Agent, the Broker is required by state law to retain said Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions N.C.G.S. §93A-12.

The parties agree that a real estate brokerage firm acting as Escrow Agent may place any Earnest Money deposited by Buyer in an interest bearing trust account and that any interest earned thereon shall be disbursed to the Escrow Agent monthly in consideration of the expenses incurred by maintaining such account and records associated therewith.

3. DEFAULT:

Except as expressly provided for herein, if Buyer shall default in any of the payments or obligations called for in this Agreement and such default shall continue for fifteen (15) days after notice from Seller to Buyer, then in such event Seller may terminate this Agreement and all amounts paid toward the purchase price will be forfeited to Seller and such forfeiture shall not affect any other remedies available to Seller. In the event of a default of this Agreement by Seller and such default shall continue for fifteen (15) days after notice from Buyer to Seller, then in such event, the sums paid by Buyer shall be returned to Buyer, and this Agreement shall terminate and neither party shall have any further liability to the other party under this Agreement.

4. PRORATIONS:

Prorations for the closing of this transaction shall be as follows:

- (a) Ad valorem taxes (both real and personal property) on the home shall be prorated on a calendar year basis as of the date of filing of the deed for record.
- (b) Seller shall pay all municipal or governmental special assessments which constitute a lien on the Property as of the Closing Date. All on-site improvements have been paid or will be paid by Seller.
- (c) The amount of any prepaid monthly assessment of the homeowners association for common expenses paid by Seller with respect to the Property shall be prorated as of the date the deed is filed for record.

5. ACCESS TO PROPERTY, BUYER INSPECTION AND PUNCH LIST:

Buyer understands and agrees that Seller shall control the Property prior to Closing and may impose any restrictions and limitations on access to the Property as may be necessary in Seller's sole discretion to maintain safety and keep the Property secure. Buyer agrees that Buyer or anyone acting for or at the direction of Buyer shall only go upon the Property after receiving the express permission of Seller and to abide by all rules or restrictions that Seller may notify Buyer of from time to time. Buyer will indemnify, defend and hold Seller and Seller's agents harmless from all claims made by Buyer's agents due to their inspection of Property, including reasonable legal expenses. Buyer agrees not to interfere with any work being performed on the Property by Seller or Seller's agents. Unless otherwise stated herein: (i) the electrical, plumbing, heating and cooling systems and built-in appliances, if any, shall be in good working order at closing; (ii) the roof, gutters, structural components, foundation, fireplace(s) and chimney(s) shall be performing the function for which intended and shall not be in need of immediate repair; (iii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iv) the well/water and septic/sewer systems, if any, shall be adequate, not in need of immediate repair and performing the function for which intended. Buyer shall have the option to have the above listed systems, items and conditions inspected by a reputable inspector or contractor, at Buyer's expense (unless otherwise provided in this Agreement). IN THE EVENT OF ANY PRIVATE INSPECTIONS BY BUYER OR PUNCH LIST ITEMS PROPOSED BY BUYER, SELLER RESERVES THE RIGHT TO REFUSE TO CORRECT ITEMS THAT ARE NOT IN VIOLATION OF LOCAL BUILDING CODES OR THAT MEET LOCAL GENERAL AND CUSTOMARY BUILDING PRACTICES. If any repairs are necessary, Seller shall have the option of completing them or refusing to complete them.

Buyer initials

Seller initials

March 2025

Revision

2022 ©Coldwell Banker
Howard Perry and Walston
The Jim Allen Group

If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this Agreement, in which case all monies paid by Buyer to Seller shall be refunded. Closing shall constitute acceptance of each of the systems, items and conditions listed in (i), (ii), (iii) and (iv) above in its then existing condition unless provision is otherwise made in writing. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors during Buyer's inspection of Property. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

IF BUYER OBTAINS A VETERAN'S ADMINISTRATION (VA) LOAN, SELLER SHALL PAY THE COST OF ANY WELL/WATER AND SEPTIC/SEWER INSPECTION.

6. FIRE OR OTHER CASUALTY:

The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller.

7. TERMITES:

Unless otherwise stated herein, Seller shall provide at Seller's expense a new construction termite certificate from a licensed pest control operator on a standard form in accordance with the rules of the North Carolina Structural Pest Control Committee.

8. FOUNDATION PLOT:

Seller shall furnish to Buyer a preliminary Foundation Plot.

9. DESIGNATION OF LIEN AGENT; LABOR OR MATERIAL:

If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all charges for labor or materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

10. ADDITIONAL COSTS/EXPENSES:

Seller may unilaterally charge Buyer additional fees for an increase in costs and/or expenses in the form of escalation charges and fuel surcharges. These may occur if, after the effective date of the contract, the total actual cost of labor, building materials, and/or equipment rental exceed five percent (5%) of the contract price, through no fault of Seller.

11. ASSIGNMENTS:

This Agreement may not be assigned without the written consent of Buyer and Seller.

12. PARTIES:

This Agreement shall be binding and shall inure to the benefit of the parties and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

13. SURVIVAL:

Any provisions herein contained which by its nature and effect if required to be observed, kept or performed after the closing shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

14. NOTICE:

Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with this transaction contemplated by this Agreement may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in this Agreement for such party or agent or to such other address provided by Buyer or Seller for the receipt of notices hereunder.

15. COMPUTATION OF DAYS:

For purposes of this Agreement, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Agreement was required to be performed or made.

16. MARKETING COLLATERALS:

It is agreed that the Seller may use any information about the Property or photographs of the Property for marketing purposes.

17. PROJECT PLANS-COPYRIGHT:

The parties agree that the ownership of architectural plans and drawings are protected by U.S. Copyright Law. Seller represents and warrants that the copyright for any plans or drawings, including preliminary designs, that have been furnished by Seller are either the sole property of Seller, have been duly licensed from a third party for legal use under copyright law, or have been taken from architectural works that are in the public domain. These plans and drawings may not be copied, sold, modified or used in the construction of other real property without express written permission. The Buyer represents and warrants that any plans and/or sketches which the Buyer has supplied to Seller are either the sole property of Buyer, have been duly licensed from a third party for legal use under copyright law, or have been taken from architectural works that are in the public domain. Buyer agrees to indemnify, defend and hold Seller harmless from all liability and expenses which may be incurred, to include legal fees and court costs, from any third-party claims of copyright infringement involving the use of Buyer's submitted plans or sketches.

18. IMPERVIOUS SURFACE AREA DISCLOSURE:

All construction within a protected watershed may be subject to limitations on the amount of impervious surface area (driveways, sidewalks, rooftops, etc.). The recorded subdivision plat should indicate if any impervious surface limitations exist and what they are.

19. ROCK AND UNSUITABLE SOILS:

If Seller discovers soils unsuitable for footings specified by the project engineer, including rock, existing underground tanks, septic tanks or fields, Buyer will pay the cost of removal of such materials or structures and replacement with suitable materials. Should these discoveries add to the cost of construction (such as rock, in-fills or unstable soil, an abnormally high water table, inadequate soil

Buyer initials

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Seller initials

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percolation, existing foundations and other constructs, or hazardous materials), the Seller may suspend work and shall promptly notify Buyer. The Buyer shall have the right to investigate the condition within ____ day(s) of notification. The parties will make a good-faith effort to mutually agree upon the appropriate corrective measures, which may include hiring a third-party expert, assessing the costs for additional work to be performed, and/or extending the time for work completion. Any such additional work shall be written as change orders and signed by the parties. If the parties cannot agree on corrective measures, the Seller may provide written notice of cancellation of the contract to Buyer due to the unforeseen site condition. Cancellation due to an unforeseen site condition shall be deemed to be by mutual consent of the parties without recourse or default and any deposits shall be refunded to Buyer.

20. ORAL AGREEMENTS:

Seller shall not be held responsible for any oral commitments by Seller or Seller's sub-contractors. If Buyer believes there are statements or understandings that are not reflected in this Purchase Agreement or any written Change Orders, Buyer must identify same and arrange with Seller to put such statements or understandings into writing as a part of this Agreement or any Change Order.

21. DISPUTE RESOLUTION:

Any and all disputes between the parties, including but not limited to a dispute relating to or arising out of any alleged breach of contract, any alleged breach of statutory obligation, any claim for damages against the Seller, any claim of negligence, fraud, breach of warranty, or any consumer protection act violation, shall be resolved as follows:

- a. First, either party may request mediation by giving written notice to the other. The notice shall include a brief description of the disagreement. Neither party is required to accept mediation. If an offer to mediate is accepted, the parties shall select and agree upon a JAMS approved mediator. The parties agree that mediated results are non-binding, but the parties may reduce any mediation resolution to writing and treat it as a binding contract. The cost of mediation shall be equally divided among the parties.
- b. Next, any matter not resolved by mediation shall be decided by mandatory arbitration. The parties shall agree upon a JAMS approved arbitrator. Decisions of the arbitrator shall be binding on the parties and the parties agree not to appeal the arbitrator's decision.

22. ATTORNEY'S FEES:

Unless otherwise provided for in this Contract, all reasonable attorney's fees and legal expenses incurred by one party, that arise out of the breach this Contract by the other party, or that arise by a failure in the other party's obligations, shall be paid by the party who has breached or who has otherwise failed to perform.

23. JURISDICTION:

The provisions of this Contract shall be interpreted and governed in accordance with the laws of the state of North Carolina.

24. ENTIRE CONTRACT:

This Contract, together with exhibits and any supplementary document specifically referenced in this Contract, constitutes the entire agreement between Seller and Buyer with respect to matters contained in this Contract, superseding all prior oral or written representations and agreements. No waiver, modification or change of any of the Contract terms shall be valid unless in writing and signed by all parties hereto, except for change orders which shall be valid when signed by Buyer.

[This space intentionally left blank.]

Buyer initials

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Seller initials

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OWNERS' ASSOCIATION DISCLOSURE AND CONDOMINIUM RESALE STATEMENT ADDENDUM

NOTE: For condominium resales or when Residential Property and Owner's Association Disclosure Statement is not required (For example: New Construction, Vacant Lot/Land) or by agreement of the parties.

Property: 95 CHERRY BARK DRIVE, YOUNGSVILLE, NC 27596 LOT 87 Sorrell Oaks

Buyer: _____

Seller: Ken Harvey Homes, LLC

This Addendum is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Buyer and Seller for the Property.

For the purposes of this Addendum, "Development" means any planned community or condominium project, as defined by North Carolina law, which is subject to regulation and assessment by an owners' association.

Any representations made by Seller in this Addendum are true to the best of Seller's knowledge, and copies of any documents provided by Seller are true copies relating to the Development, to the best of Seller's knowledge. Except with regard to Confirmed Special Assessments, Seller does not warrant the accuracy, completeness, or present applicability of any representation or documents provided by Seller, and Buyer is advised to have all information confirmed and any documents substantiated during the Due Diligence Period.

1. Seller represents to Buyer that the Property is subject to the following owners' association(s) [insert N/A into any blank that does not apply]:

☒ (specify name): Sorrell Oaks Homeowners Association, Inc. whose regular assessments ("dues") are \$ 75.00 per Month. The name, address and telephone number of the president of the owners' association or the association manager are: Wake HOA Management, 10224 Durant Road, ste 109, Raleigh, NC 27614, 919-790-5350.

Owners' association website address, if any: _____

☐ (specify name): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager are: _____

Owners' association website address, if any: _____

2. Seller represents to Buyer that the following services and amenities are paid for by the above owners' association(s) from the regular assessments ("dues"): (Check all that apply)

- ☐ Master Insurance Policy Including All Units
- ☒ Real Property Taxes on the Common Areas
- ☒ Casualty/Liability Insurance on Common Areas
- ☒ Management Fees
- ☐ Exterior Building Maintenance
- ☐ Exterior Yard/Landscaping Maintenance
- ☐ Trash Removal
- ☐ Pest Treatment/Extermination
- ☒ Legal/Accounting

- ☒ Street Lights
- ☐ Water
- ☐ Sewer
- ☐ Private Road Maintenance
- ☐ Parking Area Maintenance
- ☒ Common Areas Maintenance
- ☐ Cable
- ☐ Internet service
- ☒ Storm Water Management/Drainage/Ponds
- ☐ Gate and/or Security

☐ Recreational Amenities (specify): _____

☐ Other (specify) _____

☐ Other (specify) _____



This form jointly approved by:
 North Carolina Bar Association
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A12-T
 Revised 7/2019
 © 7/2020

Buyer initials

Seller initials

3. As of this date, there are no other dues, fees or Special Assessments, Confirmed or Proposed, payable by the Development's property owners, except: None

4. As of this date, there are no unsatisfied judgments against or pending lawsuits involving the Property, the Development and/or the owners' association, except: None

5. The fees charged by the owners' association or management company in connection with the transfer of Property to a new owner (including but not limited to document preparation, move in/move out fees, preparation of insurance documents, statement of unpaid assessments, and transfer fees) are as follows: \$1,000.00 1 X Capital Contribution and Transfer Fee

6. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The parties have read, understand and accept the terms of this Addendum as a part of the Contract.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT, THIS ADDENDUM SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Print Name

Title: _____

Date: _____

Entity Seller:

Ken Harvey Homes, LLC

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Print Name

Title: _____

Date: _____

10/30/2023

PRELIMINARY PLOT PLAN FOR

KEN HARVEY HOMES

LOT 87, SORRELL OAKS SUBDIVISION PH.1

95 CHERRY BARK DRIVE

REF: 2024, PG. 21-24

YOUNGSVILLE TOWNSHIP

FRANKLIN COUNTY, NORTH CAROLINA

NOVEMBER 6, 2024

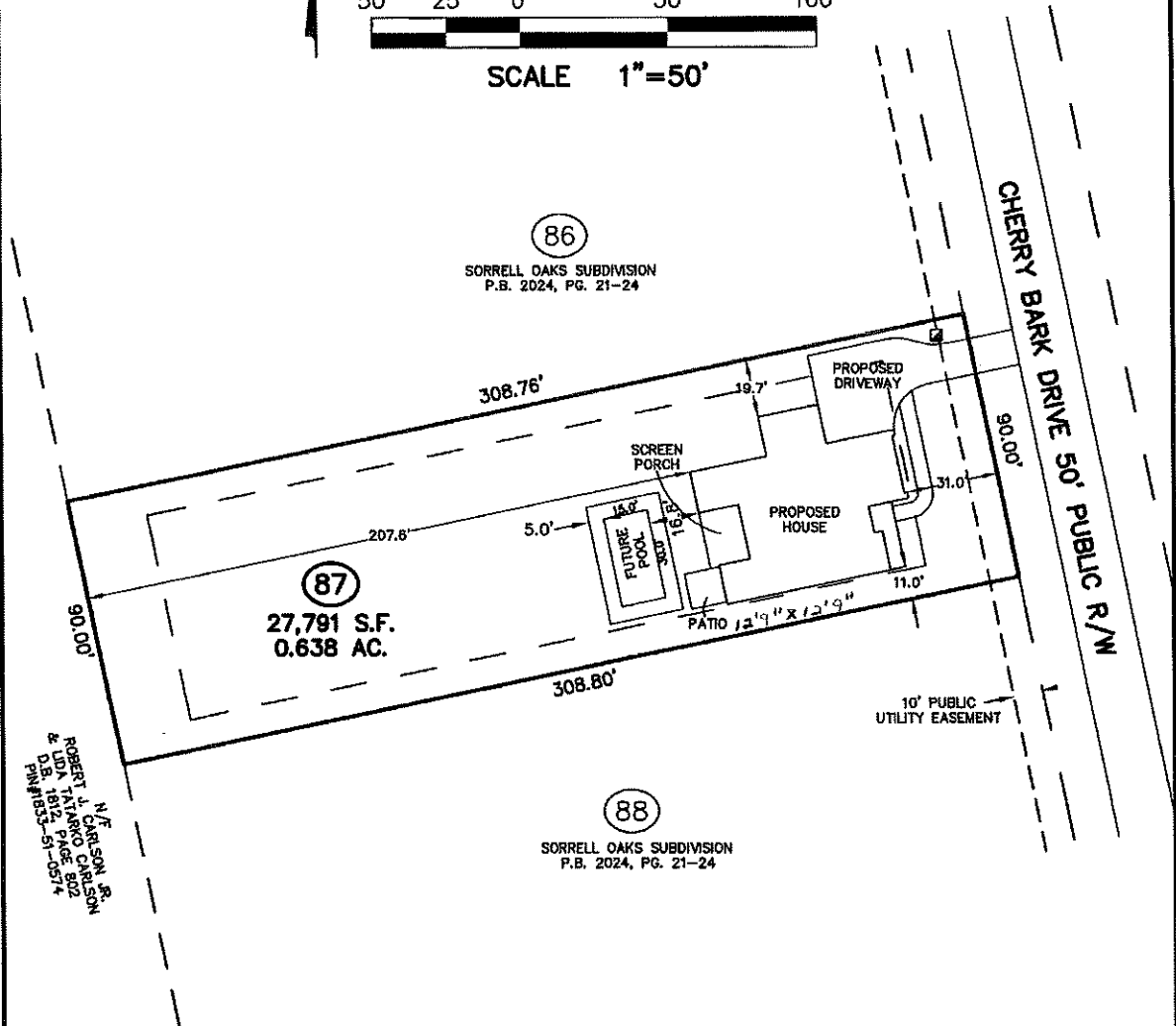
REVISED NOVEMBER 21, 2024

REVISED JANUARY 8, 2025

50 25 0 50 100



SCALE 1"=50'

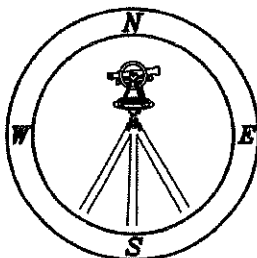


N/E CARLSON JR.
ROBERT J. CARLSON JR.
& DAUGHTER TATIANA CARLSON
DOB 1912 PAGE 802
FPA#1833-SI-0574

THIS SURVEYOR DOES NOT
WARRANTY THE ACCURACY
OF ARCHITECTURAL DIMENSIONS.
THEY ARE TO BE VERIFIED BY
THE CONTRACTOR.

IMPERVIOUS SURFACE TABLE

HOUSE	3,060 S.F.
SCREEN PORCH	250 S.F.
DRIVEWAY	1,192 S.F.
PATIO	144 S.F.
POOL APRON	550 S.F.
SIDEWALKS	236 S.F.
MISC/UTILITIES	18 S.F.
TOTAL IMPERVIOUS AREA	5,450 S.F.
MAX IMPERVIOUS ALLOWED	7,000 S.F.



CMP

Professional Land Surveyors
C-1525

333 S. White Street
Post Office Box 1253
Wake Forest, N.C. 27588
(919)556-3148

NOTES:

-THIS PLAN DOES NOT REFLECT AN
ACTUAL SURVEY. IT IS A PRELIMINARY
PLAN AND SHOULD BE USED FOR ITS
INTENDED PURPOSE ONLY.
-NOT FOR RECORDATION, CONVEYANCES,
OR SALES.



File # 44 8242 PIN# _____

Property Address: 95 Cherry Berk Dr

Applicant or Owner Name: Lisa Ferguson

Environmental Health Septic/Well Permit Diagram

Building permits cannot be issued nor should construction begin without Construction Authorization issuance.

☒ Septic Improvement Permit ☒ Septic Construction Authorization (CA) ☐ CA Reissue** ☐ As Built
☐ Well Construction Authorization ☒ Additional Diagram/Specifications Attached

Diagram Date**: 1-10-25 EHS: [Signature]

**Any previously dated CA diagram is revoked and/or invalid. Confirm this is the valid diagram for the site before beginning any construction.

Installation/grouting inspections may be scheduled the day before, or, the day of installation until 9am by contacting the Environmental Health office at 919 496 8100. A revisit fee may apply if installation is not ready for inspection at the time requested. Septic Operations Permits will be issued after installation is approved, all permits conditions are met, and any outstanding fees are paid. Well Certificate of Completion will be issued after well head approval, all permit conditions are met, and any outstanding fees are paid.

Septic Tank 1000 Pump Tank 1200 Drainfield 3'x410' Type System P to A ^{P. manifold} Max Trench Depth 24"

Septic Contractor _____ Septic/Pump tank dates _____ Pump Fee Paid _____

Well Contractor _____ Well Head Date: _____ Pump Final: _____ N/A (circle)

- I.P. + C.A. issued under "a2" rules.
- See attached packet from CCSC.

Permit/File #: 448242



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK BENTON • Chief Deputy Secretary for Health
SUSAN KANSAGRA • Assistant Secretary for Public Health
Division of Public Health

Submittal Includes: ☒ (a2) Improvement Permit ☒ (a2) Construction Authorization ☐ Fee \$ _____

IMPROVEMENT PERMIT FOR G.S. 130A-335(a2)

County: Franklin
PIN/Lot Identifier: 1833-60-1397
Issued To: Ken Harvey Homes
Property Location: 95 Cherry Bark Drive, Youngsville
Subdivision (if applicable) Sorrell Oaks Lot #: 87 Block: _____ Section: _____
LSS Report Provided: Yes ☒ No ☐
If yes, name and license number of LSS: Jason Hall, NC LSS #1248
New ☒ Expansion ☐ System Relocation ☐ Change of Use ☐
Facility Type: Single Family
Number of bedrooms: 4 Number of Occupants: 8 Other: _____
Design Wastewater Strength: ☒ Domestic ☐ High Strength ☐ Industrial Process Wastewater
Proposed Design Daily Flow: 480 GPD Proposed LTAR (Initial): .3 Proposed LTAR (Repair): .3
Proposed Wastewater System Type*: IIIbg, PM to Accepted (Initial) Pump Required: ☒ Yes ☐ No ☐ May be required
Proposed Wastewater System Type*: IIIbe, PM to PPBPS (Repair) Pump Required: ☒ Yes ☐ No ☐ May be required
**Please include system classification for proposed wastewater system types in accordance with Rule .1301 Table XXXII*
Effluent Standard: ☒ DSE ☐ HSE ☐ NSF/ANSI 40 ☐ TS-I ☐ TS-II ☐ RCW
Saprolite System (Initial): ☐ Yes ☒ No Saprolite System (Repair): ☐ Yes ☒ No
Fill System (Initial): ☐ Yes ☒ No If yes, specify: ☐ New ☐ Existing (when adding more than 6 inches of fill to system area provide a fill plan)
Fill System (Repair): ☐ Yes ☒ No If yes, specify: ☐ New ☐ Existing (when adding more than 6 inches of fill to system area provide a fill plan)
Usable Depth to LC (Initial)*: 48 Usable Depth to LC (Repair)*: 40ar * Limiting Condition
Max. Trench Depth (Initial)*: 24 Max. Trench Depth (Repair)*: 24 * Measured on the downhill side of the trench
Artificial Drainage Required: ☐ Yes ☒ No If yes, please specify details: _____
Type of Water Supply: ☐ Private well ☐ Public well ☐ Shared well ☒ Municipal Supply ☐ Spring ☐ Other: _____
Drainfield location meets requirements of Rule .0508: Yes ☒ No ☐ Drainfield location meets requirements of Rule .0601: Yes ☒ No ☐
Permit valid for: ☒ Five years [site plan submitted pursuant to GS 130A-334(13a)] ☐ No expiration [plat submitted pursuant to GS 130A-334(7a)]

Permit conditions:

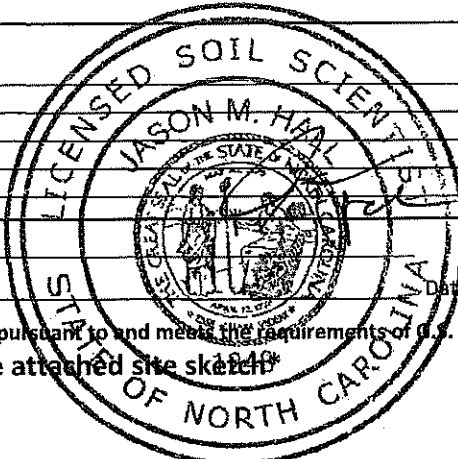
Licensed Soil Scientist Print Name: Jason Hall

Licensed Soil Scientist Signature: [Signature]

Date: 12/11/24

The LSS evaluation is being submitted pursuant to and meets the requirements of G.S. 130A-335(a2).

*See attached site sketch





This Section for Local Health Department Use Only

Initial submittal received: 1-10-25 by SEL
Date Initials

G.S. 130A-335(a3) states the following:

When an applicant for an Improvement Permit submits to a local health department an Improvement Permit application, the permit fee charged by the local health department, the common form developed by the Department, and a soil evaluation pursuant to subsection (a2) of this section, the local health department shall, within five business days of receiving the application, conduct a completeness review of the submittal. A determination of completeness means that the Improvement Permit includes all of the required components. If the local health department determines that the Improvement Permit is incomplete, the local health department shall notify the applicant of the components needed to complete the Improvement Permit. The applicant may submit additional information to the local health department to cure the deficiencies in the Improvement Permit. The local health department shall make a final determination as to whether the Improvement Permit is complete within five business days after the local health department receives the additional information from the applicant. If the local health department fails to act within any period set out in this subsection, the applicant may treat the failure to act as a determination of completeness. The Department shall develop a common form for use as the Improvement Permit.

The review for completeness of this Improvement Permit was conducted in accordance with G.S. 130A-335(a3). This Improvement Permit is determined to be:

☐ Incomplete (If box is checked, information in this section is required.)

The following items are missing:

Copies of this were sent to the LSS and the Applicant on _____
Date

State Authorized Agent: _____ Date: _____

☒ Complete

State Authorized Agent: [Signature] Date: 1-10-25

This Improvement Permit is issued pursuant to G.S. 130A-335 (a2) and (a3) using the signed and sealed LSS/LG evaluation(s) attached here. The issuance of this permit in no way guarantees the issuance of other permits. The permit holder is responsible for checking with appropriate governing bodies in meeting their requirements. *This permit is subject to revocation if the site plan, plat, or the intended use changes.* The Improvement Permit shall not be affected by a change in ownership of the site. This permit is subject to compliance with the provisions of 15A NCAC 18E and to the conditions of this permit.

The Department, the Department's authorized agents, and the local health departments shall be discharged and released from any liabilities, duties, and responsibilities imposed by statute or in common law from any claim arising out of or attributed to evaluations, submittals, or actions from a licensed soil scientist or licensed geologist pursuant to GS 130A-335(a2).

Improvement Permit Expiration Date: 1-10-30

See attached site sketch



Re-submittal of Improvement Permit

LHD USE ONLY: This IP resubmittal received: _____ by _____
Date Initials

The following items are being resubmitted pursuant to G.S. 130A-335(a3) for issuance of the Improvement Permit:

I, _____ hereby attest that the information required to be included with this re-submittal
Licensed Soil Scientist (Print Name)
is accurate and complete to the best of my knowledge and that the proposed Improvement Permit meets all applicable federal,
State, and local laws, regulations, rules, and ordinances.

Signature of Licensed Soil Scientist

Date

The section below is for Local Health Department use after submittal of items noted as missing above.

LHD Follow-up Completeness Review of Improvement Permit

The review for completeness of this Improvement Permit re-submittal was conducted in accordance with G.S. 130A-335(a3). This Improvement Permit is determined to be:

☐ Incomplete (If box is checked, information in this section is required.)

The following items are missing:

Copies of this were sent to the LSS and the Applicant on _____
Date

State Authorized Agent: _____

Date: _____

☐ Complete

State Authorized Agent: _____

Date: _____



Central Carolina Soil Consulting, PLLC

1900 South Main Street, Suite 110, Wake Forest, NC 27587

Office Number: 919-569-6704

December 11, 2024

Job #45101

Ken Harvey Homes, LLC

Attention: Andy Beard

RE: Preliminary soil/site evaluation for single family wastewater approval at Sorrell Oaks Subdivision, Lot 87 (4-bedroom) in Franklin County pursuant to and meets the requirements of G.S. 130A-335(a2)."

Dear Mr. Beard:

Central Carolina Soil Consulting, PLLC conducted a preliminary soil evaluation on the aforementioned lot to determine the areas of suitable soils that are suitable for subsurface wastewater disposal systems (conventional, Accepted & Innovative). **"The LSS evaluation is being submitted pursuant to and meets the requirements of G.S. 130A-335(a2)."** The soil/site evaluation was performed using auger borings in December 2024, under moist soil conditions, based on the criteria found in the State Subsurface Rules, 15A NCAC 18E "Wastewater Treatment and Dispersal Systems". From this evaluation, CCSC laid out and located the septic layout and gps'd for site plan drawing purposes. **Please note that the lot lines must be clearly marked by your surveyor prior to system installation by your installer to verify all setbacks before digging.**

Based on the findings during the field evaluation, the area on the attached map has at least 40 inches (initial) and 40 inches (repair) of suitable soils for a modified conventional septic system. The assigned LTAR for the site is 0.30 gpd/ft² with a maximum depth of 24 inches on the downhill side of the trench for the initial system installation of the drain lines due to slope correction. The assigned LTAR for the site is 0.30 gpd/ft² with a maximum depth of 24 inches on the downhill side of the trench for the repair system installation of the drain lines due to slope correction.

The lot is proposed to have a 4-bedroom system for the house. A septic system field layout was completed based on the house location and property lines surveyed in the field.

The proposed Initial system for the house is a Pressure Manifold distribution using lines 6-11 totaling 410 feet of Accepted System. The repair system for the house is a Pressure Manifold distribution using lines 1-5 totaling 50 feet of T&J Panel (Horizontal).

Tanks: (All tanks must meet requirements set forth in 15A NCAC 18E .0801)

The tanks for the house should be minimum 1,000 gallons septic tank and 1200 gallon pump tank with risers. The tanks should also have pressed in rubber boots on both the inlets and the outlets of the tank, along with having secondary safety lids or devices on all the openings.

Septic Installation:

The septic system for the lot should be installed during dry soil conditions (no rain events within 72 hours). The septic system should be installed on contour while maintaining all required setbacks. **Lot lines must be clearly marked by your surveyor prior to system installation so your installer can verify all setbacks before digging.**

Setbacks: (see septic design page for locations)

- **Septic and Pump Tanks** (see septic design)
 - 10' minimum from property lines
 - 5' minimum from house
- **Septic Lines** (see septic design)
 - 10' minimum from property lines
 - 5' minimum from house
- **Manifold's and D-Box's** (see septic design)
 - 5' minimum from property lines
- **Supply Lines** (see septic design)
 - 5' minimum from property lines
- **Utilities**
 - Water (10' minimum for all septic components)
 - Power, cable, internet, etc. (5' minimum setback)

Grading:

No grading should be completed within the initial and repair septic areas that change the natural grade of the area. There should be no cutting or filling within the septic areas as well. When grading the lot, no cuts of 2' or greater should be within 15' of the septic areas. If a cut is required near the septic area, keep the cut around 6-8 inches in depth.

HOUSE:

- Initial System: Pressure Manifold Distribution, lines 6-11 totaling 410' (see layout)
- Repair System: Pressure Manifold Distribution, lines 1-5 totaling 350' (see layout)
- 480 gal/day flow rate (4-bedroom)
- 1,000 gallon septic tank and 1200 gallon pump with risers and pressed in rubber boots on both the inlet and outlet ends and a secondary lid in each tank opening
- 24" max trench depth on the downhill side for the Initial System
- 24" max trench depth on the downhill side, for the Repair System
- 0.30 LTAR for Initial
- 0.30 LTAR for Repair
- No grading/filling septic areas
- No cuts >2' within 15' of septic areas
- Keep tanks and drain lines 10' from property lines
- Keep supply line >5' property lines
- Install in dry soil conditions (No rain events within 72 hours)
- Maintain natural contours when clearing the lot

This letter discusses the location of provisionally suitable soils for subsurface wastewater disposal systems and does not guarantee the future function of any wastewater system on sites. Central Carolina Soil Consulting, PLLC is a professional consulting firm specializing in soil delineations and designs for on-site wastewater disposal systems.

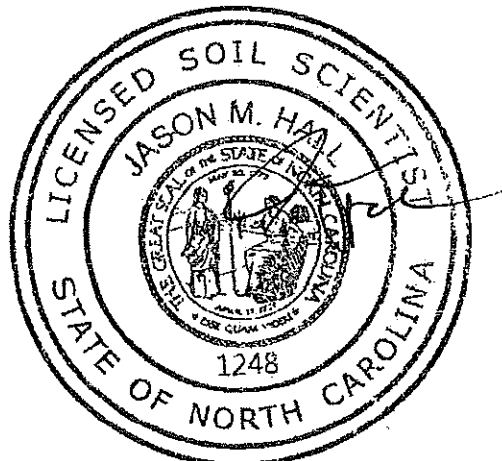
If you have any questions regarding the findings on the attached map or in this report, please feel free to contact me at any time. Thank you for allowing Central Carolina Soil Consulting to perform this site evaluation for you.

Sincerely,



Jason Hall

NC Licensed Soil Scientist #1248
AOWE certification number 10004E



Encl: Soil Map & septic layout

Central Carolina Soil Consulting, PLLC

1900 South Main Street, Suite 110, Wake Forest, NC 27587

Page ____ of ____

PROPERTY ID #: _____
COUNTY: Franklin

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

(Complete all fields in full)

OWNER: Kon Harvey Homes DATE EVALUATED: 12/10/24

ADDRESS: _____

PROPOSED FACILITY: 4-Bedroom PROPOSED DESIGN FLOW (.0400): 480 PROPERTY SIZE: _____

LOCATION OF SITE: 95 Cherry Bark Court, Youngsville PROPERTY RECORDED: _____

WATER SUPPLY: ☒ Public ☐ Single Family Well ☐ Shared Well ☐ Spring ☒ Other _____ WATER SUPPLY SETBACK: _____

EVALUATION METHOD: ☒ Auger Boring ☐ Pit ☐ Cut TYPE OF WASTEWATER: ☒ Domestic ☐ High Strength ☐ IPWW

P R O F I L E #	.0502 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY		OTHER PROFILE FACTORS				.0509 PROFILE CLASS & LTAR*	.0502(d) SLOPE CORRECTION
			.0503 TEXTURE/ STRUCTURE	.0503 CONSISTENCE/ MINERALOGY	.0504 SOIL WETNESS/ COLOR	.0505 SOIL DEPTH	.0506 SAPRO CLASS	.0507 RESTR HORIZON		
1	L-8%	A, 0-6	SL, Gr	VFR, NS, NP						2.8"
		Bt, 6-40	Clay, SBK	FI, SS, SP, SEXP		S			S.3	
		BC, 40-48	CL, Wk SBK	FR, SS, SP, SEXP		S-48			S.3	
2	L-8%	A, 0-6	SL, Gr	VFR, NS, NP						2.8"
		Bt, 6-12	CL, SBK	FR, SS, SP, SEXP						
		Bt2, 12-42	Clay, SBK	FI, SS, SP, SEXP		S			S.3	
		BC, 42-48	CL, SBK	FR, SS, SP, SEXP		S-48			S.3	
3	L-8%	A, 0-6	SL, Gr	VFR, NS, NP						2.8"
		Bt, 6-40ar	Clay, SBK	FI, SS, SP, SEXP		S-40			S.3	

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM	SITE CLASSIFICATION (.0509): <u>suitable</u> EVALUATED BY: <u>Jason Hall</u> OTHER(S) PRESENT: _____
Available Space (.0508)	yes	yes	
System Type(s)	Accepted	PPBPS	
Site LTAR	.3	.3	
Maximum Trench Depth	24	24	

Comments: _____

LEGEND

LANDSCAPE POSITION	SOIL GROUP	SOIL TEXTURE	CONVENTIONAL LTAR (gpd/ft²)	SAPROLITE LTAR (gpd/ft²)	LPP LTAR (gpd/ft²)	MINERALOGY/ CONSISTENCE		STRUCTURE
CC (Concave slope)	I	S (Sand)	0.8 - 1.2	0.6 - 0.8	0.4 -0.6	MOIST	WET	SG (Single grain)
CV (Convex Slope)		LS (Loamy sand)		0.5 -0.7		Lo (Loose)	NS (Non-sticky)	M (Massive)
D (Drainage way)	II	SL (Sandy loam)	0.6 - 0.8	0.4 -0.6	0.3 - 0.4	VFR (Very friable)	SS (Slightly sticky)	GR (Granular)
FP (Flood plain)		L (Loam)		0.2 - 0.4		FR (Friable)	S (Sticky)	SBK (Subangular blocky)
FS (Foot slope)	III	SIL (Silt loam)	0.3 - 0.6	0.1 - 0.3	0.15 - 0.3	FI (Firm)	VS (Very sticky)	ABK (Angular blocky)
H (Head slope)		SCL (Sandy clay loam)		0.05 - 0.15**		VFI (Very firm)	NP (Non-plastic)	PR (Prismatic)
L (Linear Slope)		CL (Clay loam)		None		EFI (Extremely firm)	SP (Slightly plastic)	PL (Plastic)
N (Nose slope)		SICL (Silty clay loam)					P (Plastic)	
R (Ridge/summit)		SI (Silt)					VP (Very plastic)	
S (Shoulder slope)	IV	SC (Sandy clay)	0.1 - 0.4	None	0.05 - 0.2	SEXP (Slightly expansive)		
T (Terrace)		SiC (Silty clay)				EXP (Expansive)		
TS (Toe Slope)		C (Clay)						
		O (Organic)	None					

* Adjust LTAR due to depth, consistence, structure, soil wetness, landscape, position, wastewater flow and quality.

**Sandy clay loam saprolite can only be used with advanced pretreatment in accordance with 15A NCAC 18E .1200.

HORIZON DEPTH In inches below natural soil surface

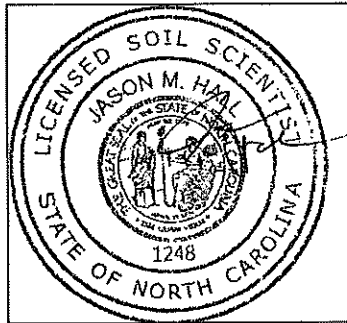
DEPTH OF FILL In inches from land surface

RESTRICTIVE HORIZON Thickness and depth from land surface

SAPROLITE S(suitable) or U(unsuitable); Evaluation of saprolite shall be by pits or auger borings.

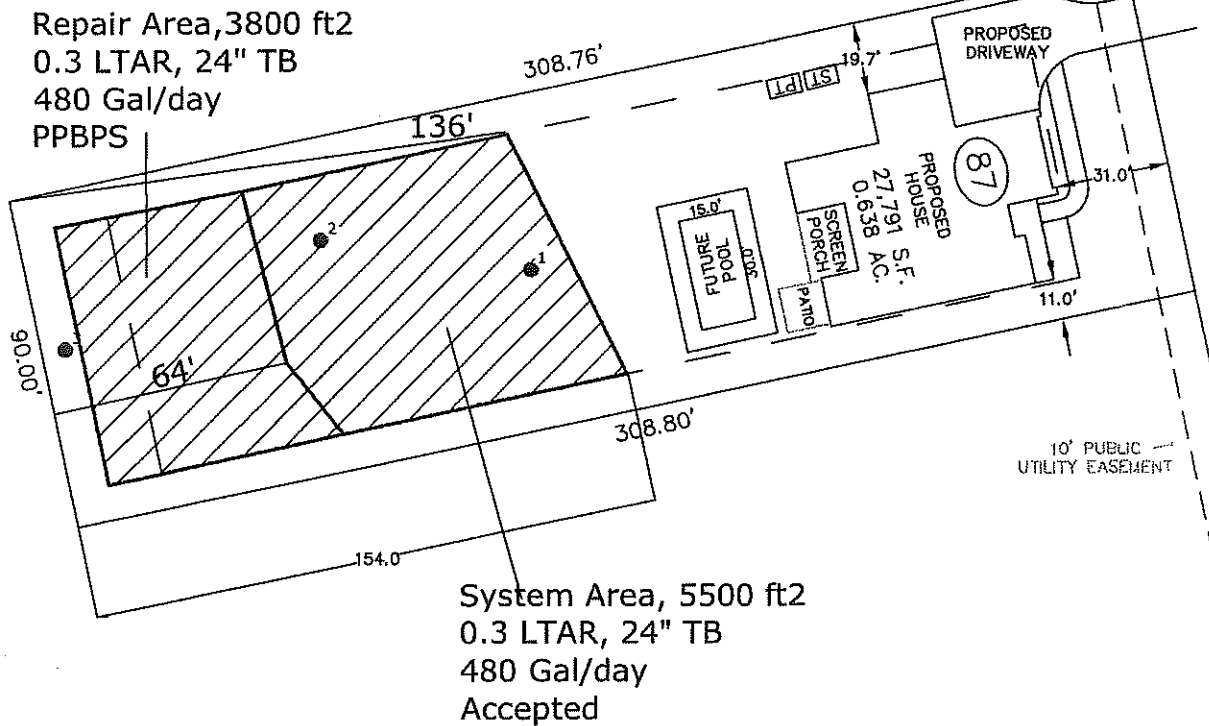
SOIL WETNESS Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation

CLASSIFICATION S (Suitable) or U (Unsuitable)



Boring: ●
 [ST] : 1000 Gallon
 [PT] : 1200 Gallon

- *Keep tanks and drain lines 10' from property lines.
- *Not a survey.
- *Not a guarantee of a septic permit.
- *Keep supply lines >5' from property lines.
- *Some lines are flagged longer in the field than lengths indicate.
- *No grading septic area.



GRAPHIC SCALE
 1" = 50'



Job#:	5101
Drawn By:	JH
Date:	12/12/2024
Revision:	



Central Carolina Soil Consulting, PLLC
 1900 South Main Street, Suite 110
 Wake Forest, North Carolina 27587
 Phone (919)569-6704 Fax (919)569-6703

4-Bedroom Soils Map
 Lot 87, Sorrell Oaks Subdivision
 Franklin County, North Carolina



Central Carolina Soil Consulting, PLLC
1900 South Main Street, Suite 110, Wake Forest, NC 27587
Office Number: 919-569-6704

Acknowledgment of Subsurface wastewater evaluation and septic design by Central Carolina Soil Consulting, PLLC. for 95 Cherry Bark Drive (Lot 87) for issuance of an IP and CA.

For Improvement Permit (IP) issuance:

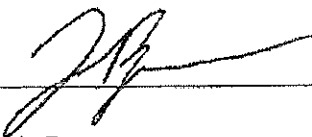
"The LSS/LG evaluation(s) attached to this application is to be used to issue an Improvement Permit in accordance with G.S. 130A-335(a2) and (a3)."

For Construction Authorization (CA) issuance:

"The plans or evaluations attached to this application are to be used to issue a Construction Authorization in accordance with G.S. 130A-335(a2), (a5) and (a6)."

The LSS evaluation attached to this application was used to produce and design a subsurface wastewater septic system for permitting to obtain an IP and CA in accordance G.S. 130A-335(a2), (a3), (a5) and (a6).

Owner:



Owner's representative:

Jacob Bagaasen

Date:

01/08/2025



CONSTRUCTION AUTHORIZATION FOR G.S. 130A-335(a2)

County: Franklin Pre-Construction Conference Required: Yes ☐ No ☒
PIN/Lot Identifier: 1833-60-1397
Issued To: Ken Harvey Homes
Property Location: 95 Cherry Bark Drive, Youngsville
AOWE/PE Plans/Evaluations Provided: Yes ☒ No ☐ If yes, name and license number of AOWE/PE: Jason Hall, AOWE #10004E
Facility Type: single family
Number of bedrooms: 4 Number of Occupants: 8 Other: _____
☒ New ☐ Expansion ☐ Repair ☐ System Relocation ☐ Change of Use
Basement? ☐ Yes ☒ No Basement Fixtures? ☐ Yes ☒ No
Crawl Space? ☒ Yes ☐ No Slab Foundation? ☐ Yes ☒ No
Type of Wastewater System* IIIbfg, PM to Accepted (Initial) IIIbe, PM to PPBPS (Repair)

*Please include system classification for proposed wastewater system types in accordance with Rule .1301 Table XXXII

Design Daily Flow: 480 GPD Wastewater Strength: ☒ Domestic ☐ High Strength ☐ Industrial Process WW

Session Law 2014-120 Section 53, Engineering Design Utilizing Low-flow Fixtures and Low-flow Technologies? ☐ Yes ☒ No
(if yes, please provide engineering documentation)

Effluent Standard: ☒ DSE ☐ HSE ☐ NSF/ANSI 40 ☐ TS-I ☐ TS-II ☐ RCW

Type of Water Supply: ☐ Private well ☐ Public well ☐ Shared well ☒ Municipal Supply ☐ Spring ☐ Other: _____

Installation Requirements/Conditions

Septic Tank Size: 1000 gallons Total Trench/Bed Length: 410 feet Trench/Bed Spacing: 9 feet on center
Trench/Bed Width: 36 inches LTAR: .3 gpd/ft² Usable Depth to LC (Initial)*: 48 *Limiting condition
Additional Soil Cover: n/a inches Slope Corrected Maximum Trench/Bed Depth†: 24 inches *Measured on the downhill side of the trench
Pump Tank Size (if applicable): 1200 gallons Requires more than 1 pump? ☐ Yes ☒ No
Pump Requirements: 14 ft. TDH vs. 38.54 GPM Grease Trap Size (if applicable): _____ gallons
Distribution Method: ☐ Serial ☐ D-Box or Parallel ☒ Pressure Manifold(s) ☐ LPP ☐ Other: _____
Artificial Drainage Required: Yes ☐ No ☒ If yes, please specify details: _____

Legal Agreements (If the answer is "Yes" to any type of legal agreements, please attach a copy of the agreement.)

Multi-party Agreement Required [.0204(g)]: ☐ Yes ☒ No Declaration of Restrictive Covenants: ☐ Yes ☒ No

Easement, Right-of-Way, or Encroachment Agreement Required [.0301(b)]: ☐ Yes ☒ No

Management Entity Required: ☐ Yes ☒ No Minimum O&M Requirements: _____

Permit conditions:

The requirements of 15A NCAC 18E are incorporated by reference into this permit and shall be met. Systems shall be installed in accordance with the attached site sketch. **This Construction Authorization is subject to revocation if the site plan, plat, or the intended use changes.** The Construction Authorization shall not be affected by a change in ownership of the site. This Construction Authorization is subject to compliance with the provisions of 15A NCAC 18E, or 15A NCAC 18A .1900, as applicable, and to the conditions of this permit.

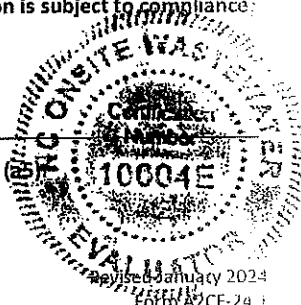
AOWE/PE Print Name: Jason Hall

AOWE/PE Signature: [Signature]

Date: 12/11/24

This AOWE/PE submittal is pursuant to and meets the requirements of G.S. 130A-335(a2) and

See attached site sketch





This Section for Local Health Department Use Only

Initial submittal received: _____ by _____
Date Initials

G.S. 130A-335(a5) states the following:

When an applicant for a Construction Authorization, or an Improvement Permit and Construction Authorization together, submits a Construction Authorization, or an Improvement Permit and Construction Authorization application together, the permit fee charged by the local health department, the common form developed by the Department, and any necessary signed and sealed plans or evaluations conducted by a person licensed pursuant to Chapter 89C of the General Statutes as a licensed engineer or a person certified pursuant to Article 5 of Chapter 90A of the General Statutes as an Authorized On-Site Wastewater Evaluator, the local health department shall, within five business days of receiving the application, conduct a completeness review of the submittal. A determination of completeness means that the Construction Authorization or Improvement Permit and Construction Authorization includes all of the required components. If the local health department determines that the Construction Authorization or Improvement Permit and Construction Authorization is incomplete, the local health department shall notify the applicant of the components needed to complete the Construction Authorization or Improvement Permit and Construction Authorization. The applicant may submit additional information to the local health department to cure the deficiencies in the Construction Authorization or Improvement Permit and Construction Authorization. The local health department shall make a final determination as to whether the Construction Authorization or Improvement Permit and Construction Authorization is complete within five business days after the local health department receives the additional information from the applicant. If the local health department fails to act within any period set out in this subsection, the applicant may treat the failure to act as a determination of completeness. The applicant may apply for the building permit for the project upon the decision of completeness of the Construction Authorization or Improvement Permit and Construction Authorization by the local health department or if the local health department fails to act within five business days. The Authorized On-Site Wastewater Evaluator or licensed engineer submitting the evaluation pursuant to this subsection may request that the local health department revoke or suspend the Construction Authorization or Improvement Permit and Construction Authorization for cause. Upon written request of the Authorized On-Site Wastewater Evaluator or licensed engineer, the local health department shall suspend or revoke the Construction Authorization or Improvement Permit and Construction Authorization pursuant to G.S. 130A-23. The Department shall develop a common form for use as the Construction Authorization.

The review for completeness of this Construction Authorization was conducted in accordance with G.S. 130A-335(a5). This Construction Authorization is determined to be:

☐ Incomplete (If box is checked, information in this section is required.)

The following items are missing: _____

Copies of this were sent to the AOWE/PE and the Applicant on _____
Date

State Authorized Agent: _____ Date: _____

☒ Complete

State Authorized Agent: _____ Date of Issuance: 1-10-25

This Construction Authorization is issued pursuant to G.S. 130A-335(a2) and (a5) using the signed and sealed plans or evaluations attached here. This Construction Authorization is subject to revocation if the site plan, plat, or the intended use changes. The Construction Authorization shall not be affected by a change in ownership of the site. This Construction Authorization is subject to compliance with the provisions of the Laws and Rules for Sewage Treatment and Disposal and to the conditions of this permit.

The Department, the Department's authorized agents, and the local health departments shall be discharged and released from any liabilities, duties, and responsibilities imposed by statute or in common law from any claim arising out of or attributed to plans, evaluations, preconstruction conference findings, submittals, or actions from a person licensed pursuant to Chapter 89C of the General Statutes as a licensed engineer or a person certified pursuant to Article 5 of Chapter 90A of the General Statutes as an Authorized On-Site Wastewater Evaluator in GS 130A-335(a2), (a5), and (a7). The Department, the Department's authorized agents, and the local health departments shall be responsible and bear liability for their actions and evaluations and other obligations under State law or rule, including the issuance of the operations permit pursuant to GS 130A-337.

Construction Authorization Expiration Date: 1-10-30

See attached site sketch



Re-submittal of Construction Authorization

LHD USE ONLY: This CA resubmittal received: _____ by _____
Date Initials

The following items are being resubmitted pursuant to G.S. 130A-335(a5) for issuance of the Construction Authorization:

I, _____ hereby attest that the information required to be included with this re-submittal
Authorized Onsite Wastewater Evaluator (Print Name)
is accurate and complete to the best of my knowledge and that the proposed Construction Authorization meets all applicable
federal, State, and local laws, regulations, rules, and ordinances.

Signature of Authorized On-Site Wastewater Evaluator

Date

The section below is for Local Health Department use after submittal of items noted as missing above.

LHD Follow-up Completeness Review of Construction Authorization

The review for completeness of this Construction Authorization re-submittal was conducted in accordance with G.S. 130A-335(a5).
This Construction Authorization is determined to be:

☐ Incomplete (If box is checked, information in this section is required.)

The following items are missing:

Copies of this were sent to the AOWE/PE and the Applicant on _____
Date

State Authorized Agent: _____ Date: _____

☐ Complete

State Authorized Agent: _____ Date: _____



Permit/File #: _____

ADDENDUM TO G.S. 130A-335(a2) SUBMITTAL

County: _____

PIN/Lot Identifier: _____

Issued To: _____

Additional Improvement Permit Conditions:

[illegible]

Additional Construction Authorization Conditions:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Pressure Manifold
Septic System Design

for

Sorrell Oaks S/D, Lot 87
Franklin County, North Carolina

Designed by:

Aaron Holder
Central Carolina Soil Consulting, PLLC
Wake Forest, North Carolina

12/11/2024

Sorrell Oaks S/D, Lot 87

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Sorrell Oaks S/D, Lot 87
Contact Information

Client:
Attn:
Street Address:

Phone:
Fax:

Designer: Central Carolina Soil Consulting, PLLC
Attn: Jason Hall
Designed By: Aaron Holder
Street Address: 1900 Main Street Suite 110
Wake Forest, NC 27587
Office Phone: 919-569-6704
Cell Phone: 919-537-1139
Fax: 919-569-5703
Email: Aholder@centralcarolinasoil.com

Sorrell Oaks S/D, Lot 87
Layout/Design Specifications

Facility Type:	Single Family Home
# of Bedrooms:	4
Daily Flow:	480 gal/day
L.T.A.R.:	0.3 gal/day/sq.ft
Trench Depth:	24 in
Trench Width:	36 in
Stone Depth:	EZ-FLOW in
Manifold Length:	48 in
Manifold Diameter:	4 in sch 80pvc
Supply Line Length:	150 ft
Supply Line Diameter:	2 in sch 40pvc
Supply Line Volume:	26.10 gallons
Friction Loss + Fitting Loss:	7.30 ft(supply line length + 70' for fittings in pump tank)
Design Head:	2 ft
Elevation Head:	14.00 ft
Total Head:	23.30 ft
Dose Volume:	197.21 gals
% of Pipe Vol.	.74
Drawdown:	10.04 in @ 19.65 gal/in
Pump Run Time:	5.12 Mins
Control Panel:	SJE Rhombus Model112 control panel (or approved equivalent)
Pump:	Zoeller M98 Flow-Mate (or approved equivalent)
Septic Tank Effluent Filter:	Zoeller 170-0078 residential effluent filter (or approved equivalent)
Septic Tank:	Brantley 1,000 Gallon ST 502
Pump Tank:	Brantley 1,200 Gallon PT 463

**Sorrell Oaks S/D Lot 87
Initial System TAP CHART**

Bench Mark:								Elevation Head:	14.00
Pump tank elev.		12	88.00	Pump elev.	82.60	Manifold elevation:			96.60
line	color	rod read	Elevation	length	hole size	flow/tap	gal/day	trench area	LINE LTAR
6	Purple	4.40	95.60	70	1/2in SCH 40	7.11	88.55	210	0.4217
7	Red	5.00	95.00	75	1/2in SCH 40	7.11	88.55	225	0.3936
8	White	5.30	94.70	100	3/4in SCH 80	10.1	125.79	300	0.4193
9	Blue	5.90	94.10	75	1/2in SCH 40	7.11	88.55	225	0.3936
10&11	Or/Pu	6.50	93.50	90	1/2in SCH 40	7.11	88.55	270	0.3280
		total	feet =	410	gal/min =	38.54	<u>LTAR =</u>		0.3000
						<u>LTAR + %5</u>		0.3150	
% of Dose Volume		74	<u>Des. Flow</u>		480	(ltar W/ INOV)		0.4000	
Dose Volume		197.21	Pump Run=		12.45	(ltar W/ INOV + 5%)		0.4200	
Dose Pump Time		5.12	Tank Gal/IN		19.65				
Drawdown in Inches		10.04							

**Sorrell Oaks S/D Lot 87
T&J Panel Block Repair System, TAP CHART**

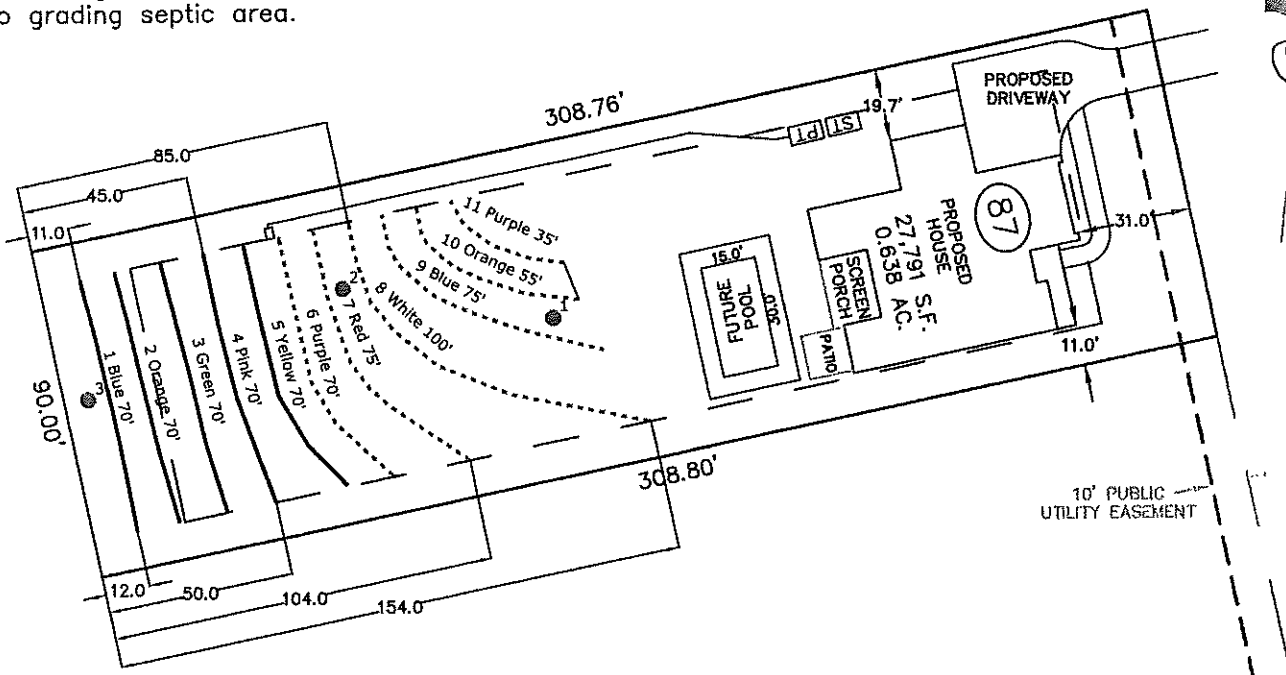
Bench Mark:				Elevation Head:				17.10							
Pump tank elev.		12	88.00	Pump elev.		82.60		Manifold elevation:		99.70		Spacing of		Feet of 1.5in	
line	color	rod read	Elevation	length	hole size	flow/tap	gal/day	trench area	LINE LTAR	# of Panels	Panels (In)	PVC			
1	Blue	1.30	98.70	70	1/2in SCH 40	7.11	96.00	210	0.4571	16	6.1	60			
2	Orange	1.90	98.10	70	1/2in SCH 40	7.11	96.00	210	0.4571	16	6.1	60			
3	Green	2.60	97.40	70	1/2in SCH 40	7.11	96.00	210	0.4571	16	6.1	60			
4	Pink	3.20	96.80	70	1/2in SCH 40	7.11	96.00	210	0.4571	16	6.1	60			
5	Yellow	3.80	96.20	70	1/2in SCH 40	7.11	96.00	210	0.4571	16	6.1	60			
total feet =				350	gal/min =		35.55	Total Number of Panels:			80				
								T&J Panel Block Orientation:			Horizontal				
								<u>LTAR =</u>			0.3000				
% of Dose Vol.				0	<u>Des. Flow</u>		480	<u>LTAR + %5</u>			0.3150				
Dose Volume				400.00	Pump Run=		13.50	(ltar W/ INOV)			0.6000				
Dose Pump Time				11.25	Tank Gal/IN		19.65	(ltar W/ INOV + 5%)			0.6300				
Drawdown in Inches				20.36											
				Backfill Sand Needed:		59.5 tons					Total Footage of 1.5in PVC:			300	
				backfill sand needed +5%:		62.48 tons									

System: Pressure Manifold
 Lines: 6-11, (410')
 Accepted Status System
 0.3 Soil LTAR
 24" Trench Bottom

Repair: Pressure Manifold
 Lines 1-5, (350')
 Accepted Status System
 0.3 Soil LTAR
 24" Trench Bottom

System:
 Repair: ———
 Unused: ———
 Boring: ●
 [ST] : 1000 Gallon
 [PT] : 1200 Gallon

- *Keep tanks and drain lines 10' from property lines.
- *Not a survey.
- *Not a guarantee of a septic permit.
- *Keep supply lines >5' from property lines.
- *Some lines are flagged longer in the field than lengths indicate.
- *No grading septic area.



GRAPHIC SCALE
 1" = 50'



Central Carolina Soil Consulting, PLLC
 1900 South Main Street, Suite 110
 Wake Forest, North Carolina 27587
 Phone (919)569-6704 Fax (919)569-6703

4-Bedroom Septic Layout
 Lot 87, Sorrell Oaks Subdivision
 Franklin County, North Carolina

Job#: 5101
 Drawn By: AH
 Date: 12/11/2024
 Revision:

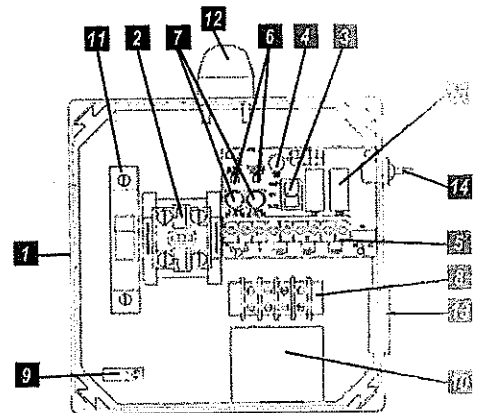
MODEL 112 Control Panel

Single phase, simplex motor contactor control.

The Model 112 control panel provides a reliable means of controlling one 120, 208, or 240 VAC single phase pump in pump chambers, sump pump basins, irrigation systems and lift stations. Two control switches activate a magnetic motor contactor to turn the pump on and off. If an alarm condition occurs, an additional alarm switch activates the audio/visual alarm system.

PANEL COMPONENTS

1. **Enclosure** measures 8 x 8 x 4 inches (20.32 X 20.32 X 10.16 cm). Choice of NEMA 1 (steel for indoor use), or NEMA 4X (ultraviolet stabilized thermoplastic with removable flanges for outdoor or indoor use).
* Options selected may increase enclosure size and change component layout.
2. **Magnetic Motor Contactor** controls pump by switching electrical lines.
3. **HOA Switch** for manual pump control (mounted on circuit board).
4. **Green Pump Run Indicator Light** (mounted on circuit board).
5. **Float Switch Terminal Block** (mounted on circuit board).
6. **Alarm and Control Fuses** (mounted on circuit board).
7. **Alarm and Control Power Indicators** (mounted on circuit board).
8. **Pump Input Power and Pump Connection Terminal Block**
9. **Ground Lug**
10. **Terminal Block Installation Label**
11. **Circuit Breaker** (optional) provides pump disconnect and branch circuit protection.



Model Shown 1121W914X

STANDARD ALARM PACKAGE

12. **Red Alarm Beacon** provides 360° visual check of alarm condition.
Note: NEMA 1 style utilizes a door mounted indicator in lieu of a beacon.
13. **Alarm Horn** provides audio warning of alarm condition (83 to 85 decibel rating).
Note: NEMA 1 style utilizes an internally mounted buzzer in lieu of horn.
14. **Exterior Alarm Test/Normal/Silence Switch** allows horn and light to be tested and horn to be silenced in an alarm condition. Alarm automatically resets once alarm condition has been cleared.
15. **Horn Silence Relay** (mounted on circuit board).

NOTE: other options available.

FEATURES

- Entire control system (panel and switches) is UL Listed to meet and/or exceed industry safety standards
- Dual safety certification for the United States and Canada
- Standard package includes three 20' Sensor Float® control switches
- Complete with step-by-step installation instructions
- Three-year limited warranty



SJE Rhombus
CONTROLS

PO Box 1708, Detroit Lakes, MN 56502
1-888-DIAL-SJE • 1-218-847-1317
1-218-847-4617 Fax
email: sje@sjerhombus.com
www.sjerhombus.com

SEE BACKSIDE FOR COMPLETE LISTING OF AVAILABLE OPTIONS.

112	1	W	1	2	4	H	3A, 8A, 8C, 15A
-----	---	---	---	---	---	---	-----------------

MODEL 112

ALARM PACKAGE

0 = select options or no alarm package
 1 = alarm package (includes test/normal/silence switch, fuse, red light, horn & float)

ENCLOSURE RATING

I = Indoor, NEMA 1 (metal)
 W = Weatherproof, NEMA 4X (engineered thermoplastic)

STARTING DEVICE

1 = magnetic motor contactor 120/208/240V
 9 = magnetic motor contactor 120V only

PUMP FULL LOAD AMPS

0 = 0-7 FLA
 1 = 7-15 FLA
 2 = 15-20 FLA
 3 = 20-30 FLA

PUMP DISCONNECTS

0 = no pump disconnect
 1 = pull-out with safety deadfront in a 10"x8" enclosure
 4 = circuit breaker 120V (select STARTING DEVICE option 9 above)
 120/208/240V (select STARTING DEVICE option 1 above)

FLOAT SWITCH APPLICATION

H or L = pump down or pump up
 X = no floats

WITH alarm package
 WITHOUT alarm package

OPTIONS *Listed below*



ENCLOSURE UPSIZE - If you selected 3 or more of the ★ options, or one ★★ option, a one-time enclosure upsize fee would apply.

If additional features are required, call the factory for a quote on either a SJE-Rhombus Pro-Line or Engineered Custom control panel.

CODE	DESCRIPTION	CODE	DESCRIPTION
☐ 1A	Red beacon only / no audio (must select 1E if floats included)	☐ 11C	NEMA 1 alarm panel <i>must select option 6A</i>
☐ 1C	Horn only / no visual (must select 1E if floats included)	☐ 11D	NEMA 4X alarm panel <i>must select option 6A</i>
☐ 1E	Alarm float	☒ ★★14B	Main disconnect (rotary style, mounted through door) non-fused
☒ 3A	Alarm flasher	★★ ☐	0-20 FLA (total of both pumps)
☐ ★ 3B	Manual alarm reset	★★ ☐	20-30 FLA (total of both pumps)
☐ ★ 4A	Low level cutout (select option 4D if floats included)	☒ 15A	Control / alarm circuit breaker <i>Does not include the circuit board as in standard.</i>
☐ ★ 4B	Red low-level indicator & alarm (must select 4A also)	☐ 16A	10' cord in lieu of 20' (per float)
☐ 4D	Low-level float	☐ 16B	15' cord in lieu of 20' (per float)
☐ ★ 5A	Thermal cutout/heat sensor auto reset (for pumps w/thermal switch leads)	☐ 16C	30' cord in lieu of 20' (per float)
☐ ★★5E	Seal failure circuit & red indicator (2 wire)	☐ 16D	40' cord in lieu of 20' (per float)
☐ 6A	Auxiliary alarm contact, form C type	☐ 17A	SJE SignalMaster® / mounting strap ● (per float)
☒ ★ 8A	Elapsed time meter	☐ 17B	SJE SignalMaster® / externally weighted ● (per float)
☒ ★ 8C	Event (cycle) counter	☐ 17C	Sensor Float® / internally weighted ▲ (per float)
☐ ★★9_A	Pump overload specify amperage after number 9 followed by letter "A". Example: 912A = 12 amp pump.	☐ 17D	Sensor Float® / externally weighted ▲ (per float)
★★ ☐	0-25 FLA	☐ 17E	Sensor Float® Mini / pipe clamp ▲ (per float)
★★ ☐	25-30 FLA	☐ 17F	Sensor Float® Mini / externally weighted ▲ (per float)
☐ 10E	Lockable latch - NEMA 4X	☐ 19T	TOA (Test/Off/Automatic) switch and pump run light through door mounted
☐ 10E	Lockable latch - NEMA 1	☐ 19U	HOA (Hand/Off/Automatic) switch and pump run light through door mounted
☐ ★ 10F	Lightning arrester	☐ 19X	Door mounted pump run indicator
☐ ★ 10K	Anti-condensation heater	☐ 21A	SJE PumpMaster® in lieu of on/off switches ●
		☐ 21B	SJE PumpMaster® Plus in lieu of on/off switches ●
		☐ 21C	Super Single® in lieu of on/off switches ●
		☐ 21D	Double Float® in lieu of on/off switches ▲
			● Mechanically-activated ▲ Mercury-activated

SAMPLE

MODEL 112 1 W 9 1 4 H 3A 8A

Alarm Package _____
Enclosure Rating _____
Starting Device _____
Pump Full Load Amps _____
Pump Disconnect _____
Float Switch Application _____
Options: Flasher, Elapsed Time Meter _____

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Product information presented here reflects conditions at time of publication. Consult factory regarding discrepancies or inconsistencies.



SECTION: 2.15.070

FM2783

0419

Supersedes

0617

TECHNICAL DATA SHEET FLOW-MATE SERIES

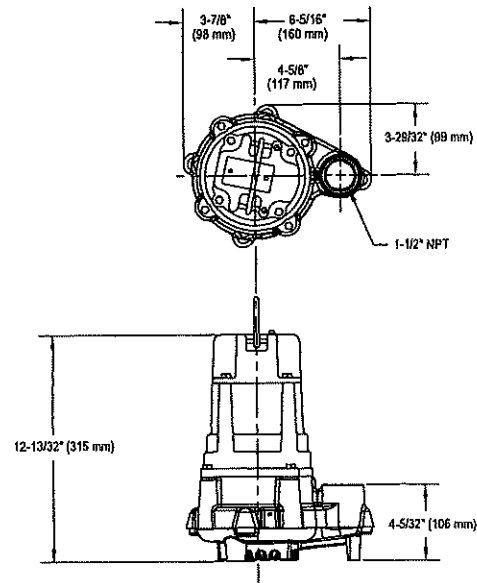
Models 140/4140, 145/4145 Effluent / Dewatering Pumps

PRODUCT SPECIFICATIONS

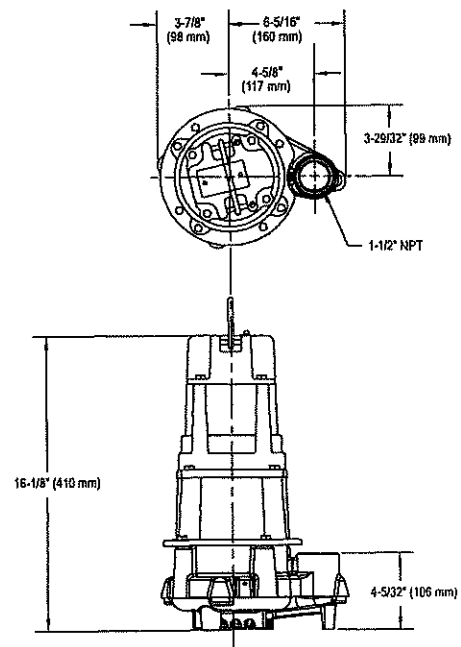
MOTOR	Horse Power	3/4 - 1
	Voltage	115 or 230
	Phase	1 Ph
	Hertz	60 Hz
	RPM	3450
	Type	Permanent split capacitor
	Insulation	Class B
	Amps	6.0 - 13.0
PUMP	Operation	Automatic or nonautomatic
	Discharge Size	1-1/2" NPT
	Solids Handling	1/2" (12 mm), 3/4" (19 mm) spherical solids
	Cord Length	20' (6 m)
	Cord Type	UL listed, neoprene cord
	Max. Head	50' (15.2 m) or 74' (22.6 m)
	Max. Flow Rate	86 GPM (326 LPM) or 61 GPM (232 LPM)
	Max. Operating Temp.	130 °F (54 °C)
	Cooling	Oil filled
	Motor Protection	Auto reset thermal overload
	Cap	Cast iron
MATERIALS	Motor Housing	Cast iron
	Pump Housing	Cast iron
	Base	Cast iron
	Upper Bearing	Sleeve bearing
	Lower Bearing	Ball bearing
	Mechanical Seals	Carbon and ceramic
	Impeller Type	Single vane (145) or non-clogging vortex (140)
	Impeller	Engineered thermoplastic
	Hardware	Stainless steel
	Motor Shaft	JIS S45C steel
	Gasket	Neoprene

NOTE: See model comparison chart for specific details.

SINGLE SEAL



DOUBLE SEAL



SK1624

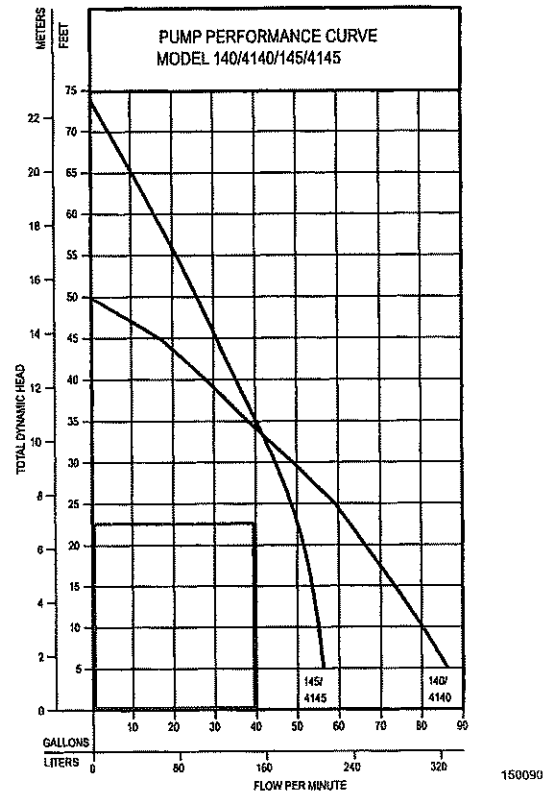


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TOTAL DYNAMIC HEAD FLOW PER MINUTE

MODEL		140/4140		145/4145	
Feet	Meters	Gal.	Liters	Gal.	Liters
5	1.5	86	326	56	212
10	3.0	80	303	55	208
15	4.6	73	276	53	200
20	6.1	66	250	51	193
25	7.6	59	223	48	182
30	9.1	49	185	45	170
40	12.2	28	106	35	132
50	15.2	--	--	26	98
60	18.3	--	--	16	61



Model	MODEL COMPARISON										
	Seal	Mode	Volts	Ph	Amps	HP	Hz	Lbs	Kg	Simplex	Duplex
N140	Single	Non	115	1	12.0	1	60	46	21	1 or 2	3
E140	Single	Non	230	1	6.0	1	60	46	21	1 or 2	3
BN140	Single	Auto	115	1	12.0	1	60	47	21	*	---
BE140	Single	Auto	230	1	6.0	1	60	47	21	*	---
E145	Single	Non	230	1	6.0	3/4	60	46	21	1 or 2	3
N145	Single	Non	115	1	13.0	3/4	60	46	21	1 or 2	3
BN145	Single	Auto	115	1	13.0	3/4	60	48	22	*	---
N4140	Double	Non	115	1	12.0	1	60	65	29	*	---
E4140	Double	Non	230	1	6.0	1	60	65	29	1 or 2	3
BN4140	Double	Auto	115	1	12.0	1	60	66	30	*	---
BE4140	Double	Auto	230	1	6.0	1	60	66	30	*	---
N4145	Double	Non	115	1	13.0	3/4	60	64	29	1 or 2	3
BN4145	Double	Auto	115	1	13.0	3/4	60	64	29	*	---

* Single piggyback switch included.

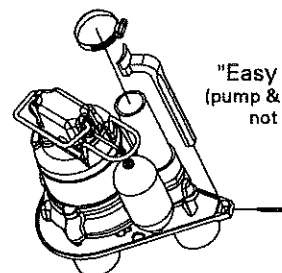
BN and BE models include a 20' (6 m) piggyback variable level pump switch. Additional cord lengths are available in 15' (5 m), 25' (8 m), 35' (11 m) and 50' (15 m). 50' (15 m) cord length is for 230 V only.

SELECTION GUIDE

- For automatic, use single piggyback variable level float switch or double piggyback variable level float switch. Refer to FM0477.
- See FM1228 for correct model of simplex control panel.
- See FM0712 for correct model of duplex control panel.

OPTIONAL PUMP STAND P/N 10-2421

- Reduces potential clogging by debris
 - Replaces rocks or bricks under the pump
 - Made of durable, noncorrosive ABS
 - Raises pump 2" (5 cm) off bottom of basin
 - Provides the ability to raise intake by adding sections of 1-1/2" or 2" (DN40 or DN50) PVC piping
 - Attaches securely to pump
 - Accommodates sump, dewatering and effluent applications
- NOTE: Make sure float is free from obstruction.



"Easy assembly"
(pump & discharge pipe
not included.)



All installation of controls, protection devices and wiring should be done by a qualified licensed electrician. All electrical and safety codes should be followed including the most recent National Electrical Code (NEC) and the Occupational Safety and Health Act (OSHA).

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Product information presented here reflects conditions at time of publication. Consult factory regarding discrepancies or inconsistencies.

Register your
Zoeller Pump Company Product
on our website:
<http://reg.zoellerpumps.com/>



SECTION: C2.10.130

CL0040

0421

Supersedes

0318

MAIL TO: P.O. BOX 16347 • Louisville, KY 40256-0347
SHIP TO: 3649 Cane Run Road • Louisville, KY 40211-1961
TEL: (502) 778-2731 • 1 (800) 928-PUMP • FAX: (502) 774-3624

Visit our website:
zoellerpumps.com

WW1 Effluent Filter, P/N 170-0078

OWNER'S MANUAL

Application: Single family homes.

Filter Area: 132 Linear Feet of 1/16" filtration.

Flow Rate: 1,500 GPD. Two or more filters may be connected with a manifold for higher flow applications.

Material: All materials are non corrodible in the septic tank environment. Sleeve is PVC, primary filter is polypropylene, and filter connection element is neoprene.

Easy To Install Or Retrofit: The WW1 Filter fits inside any 4" sanitary tee. To install, slide the cartridge into the sleeve and rotate clockwise to lock. Insert the assembled cartridge and sleeve into the sanitary tee at the tank's outlet. Ensure the white vertical locking tab is pointing toward the outlet of the septic tank before installation. Firmly press the filter down into the sanitary tee until the vertical locking tab snaps into place, then rotate clockwise until the bypass screen no longer rotates. When installed correctly, the cartridge should be capable of rotating within the sleeve to the locked and unlocked position. If the cartridge hangs or will not rotate to the unlocked position, check to make sure the sleeve is installed with the vertical locking tab extending freely into the septic tank's outlet pipe. For an optional high water alarm assembly, order the high water alarm bracket (5090-0014), an alarm box (10-3067) and a float switch (sold separately).

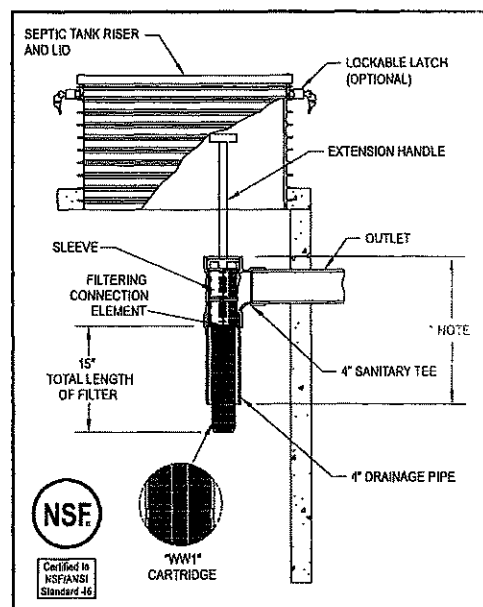
Adding An Extension Handle: A 1/2" PVC pipe can be attached to the top of the filter with a stainless steel screw. Cut off to appropriate length below the lid.

Easy To Maintain: The cartridge can be removed for maintenance by rotating the handle counterclockwise and then pulling the unit up out of the sleeve. The sleeve should remain in the sanitary tee while cleaning the cartridge. To clean, hold cartridge over septic tank opening and rinse with tap water until clean, washing filtered solids back into the septic tank. In addition, spray off any solids that have accumulated on the inside of the sleeve. The WW1 Filter should be cleaned each time the septic tank is pumped or when the need is indicated by a high water level in the tank or slow flows from the house. The secondary filter sleeve should be cleaned whenever the tank is pumped. For installations that exceed the design flow rate of the filter or in applications where the septic tank is undersized, more frequent cleanings may be required. It is recommended that the filter be inspected and serviced as part of a regular septic tank maintenance routine.

Troubleshooting, repair, and replacement: Follow the installation and maintenance instructions above. For replacement components, call 1-800-928-7867.

Lifetime Warranty: Every Zoeller Pump Company filter is guaranteed to be free from defects in materials and workmanship for the lifetime of the homeowner/purchaser. Free repair or replacement, excluding labor, will be made on return of the filter prepaid to the factory. This warranty is limited to product proven to be free from abuse or improper installation.

ALL ZOELLER PUMP COMPANY PRODUCTS MUST BE INSTALLED IN ACCORDANCE WITH PLUMBING AND HEALTH DEPARTMENT CODES.

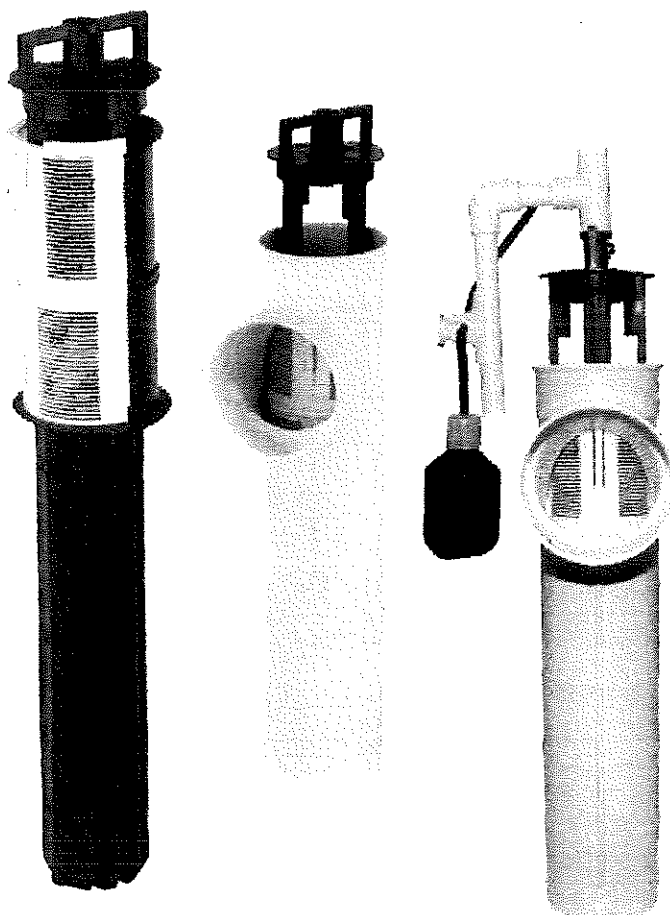


NOTE: State and local plumbing codes may require a specific liquid penetration. For example, 25% - 45% into the liquid depth or 9" off the tank bottom.

Product information presented here reflects conditions at time of publication. Consult factory regarding discrepancies or inconsistencies.

WW1 Effluent Filter

Protects Drainfield Components By Screening
Effluent In Residential Applications With Flows Up
To 1,500 Gpd (5.7 M³/Day)



Help prolong the life of an onsite system in residential applications. The deep pleated filter design offers highly effective screening and solids retention.

Features

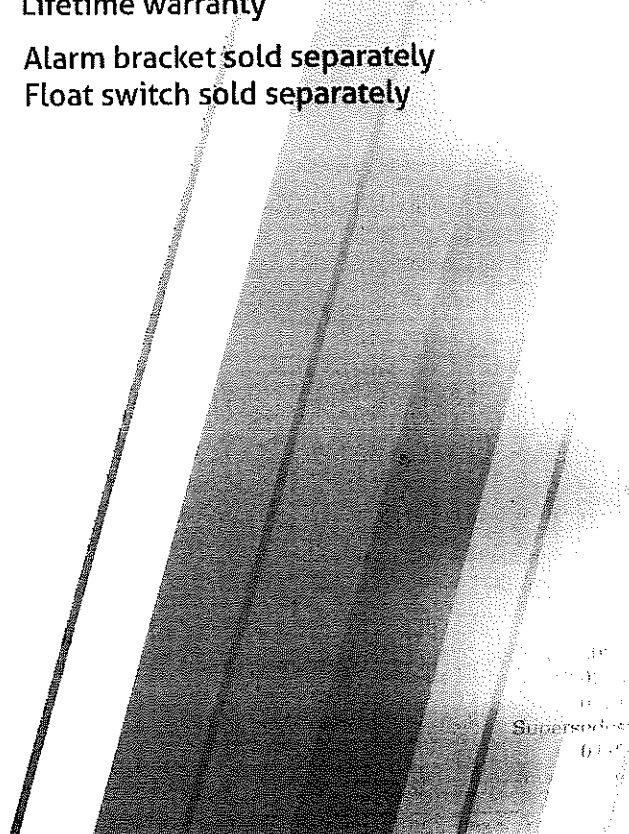
- Rated for flows up to 1,500 gpd (5.7 m³/day)
- 132 linear feet of 1/16" filtration
- Fits 4" sanitary tees or DWV Tees
- Easy to install and maintain
- Integral bypass protection screen
- High water alarm bracket available
- Lifetime warranty

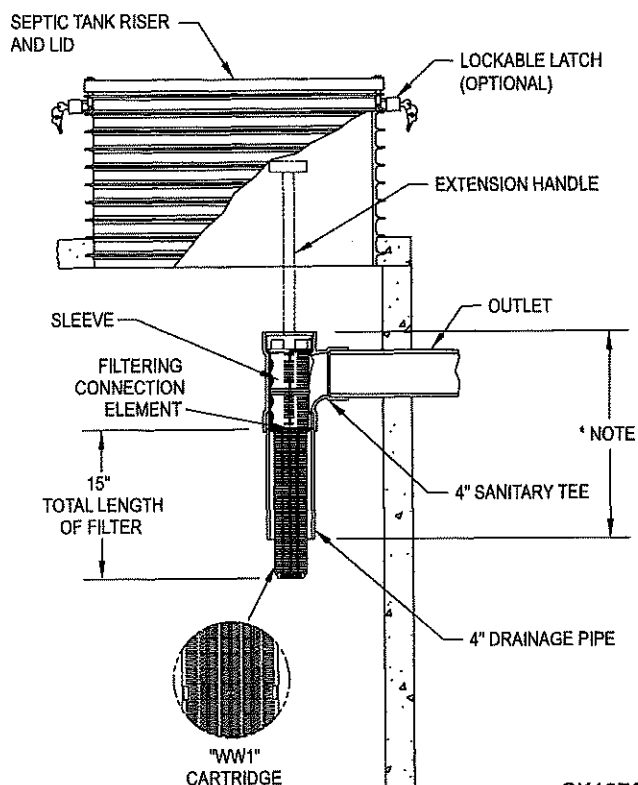
Alarm bracket sold separately
Float switch sold separately

ZOELLER®
PUMP COMPANY

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3649 Cane Run Road, Louisville, KY 40211 USA





Zoeller Pump Company septic tank effluent filters are designed to protect all downstream components from solids. Every filter comes standard with bypass protection which keeps the filter working, even during cleaning!

SK1972

WW1 Effluent Filter (1,500 GPD)	
Part Number	Description
170-0078	WW1 Effluent Filter
170-0079	WW1 Effluent Filter (10 pk)
170-0144	WW1 Effluent Filter with 4" sanitary tee
170-0145	WW1 Effluent Filter with 4" sanitary tee (10 pk)
5090-0014	Alarm bracket assembly
10-3067	C-Pak Alarm, touch pad without float
013216	Replacement filter cartridge (without bypass screen)
013218	Rubber alignment gasket
Container Assembly	
Part Number	Description
31-1473	12" Riser extension with hardware and gasket
31-1476	6" Riser extension with hardware and gasket
170-0078	WW1 Effluent Filter
170-0144	WW1 Effluent Filter with 4" sanitary tee
5090-0001	Container assembly with 12" riser and lid

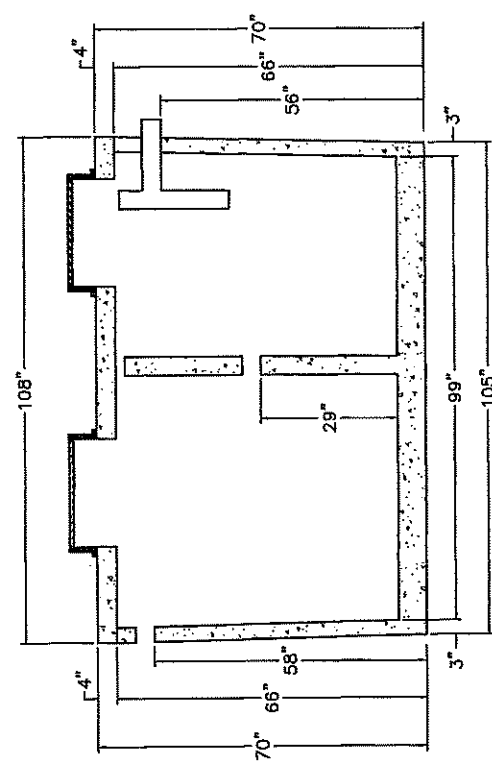
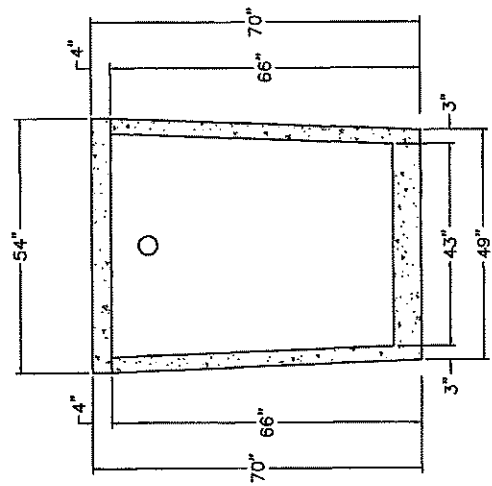


DAVID BRANTLEY & SONS
 37 Pine Ridge Rd
 Zebulon, NC 27597
 Office 252-478-9721
 Fax 919-573-0443
 brantley@gmail.com

PREPARED FOR: David Brantley & Sons 37 Pine Ridge Rd Zebulon, NC 27597		DATE: April 11, 2014 CONTRACT: CONY BRANTLEY	
REVISION NO.	Original Submitted	Revision 1	Revision 2
DATE	April 11, 2014		
SHEET NUMBER 1,000 ST 502		1 of 1	

NON TRAFFIC BEARING

1,000 ST 502
 NTS



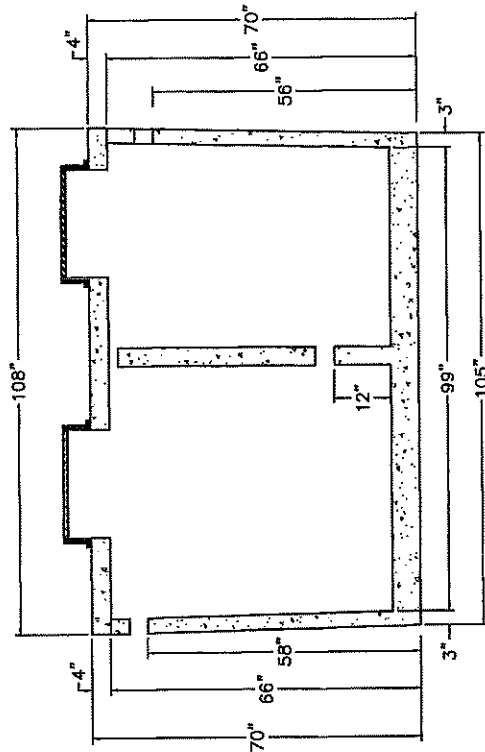
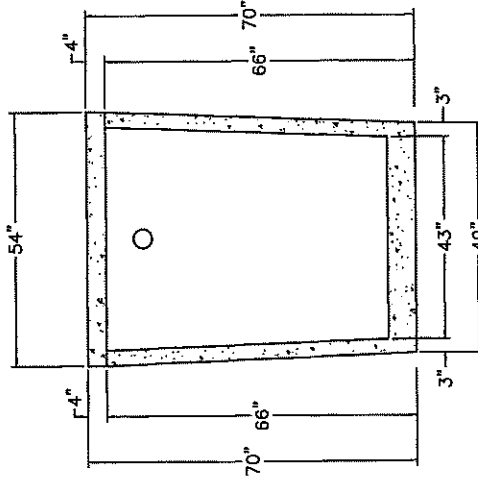
DAVID BRANTLEY & SONS
 87 Pine Ridge Rd
 Zebulon, NC 27587
 Office 252-478-8721
 Fax 919-573-0443
 brantley@gmail.com

PROCESSED FOR : David Brantley & Sons 87 Pine Ridge Rd Zebulon, NC 27587	DATE : April 11, 2014	Revision 1	REVISION NO.	DATE
	CONTRACT :	Revision 2	Original Shaded	April 11, 2014
	CORY BRANTLEY	Revision 3		
	Model Set			
1 of 1		SHEET NUMBER		
1,200 PT 463				
INVENTORY TAKE MODEL.				

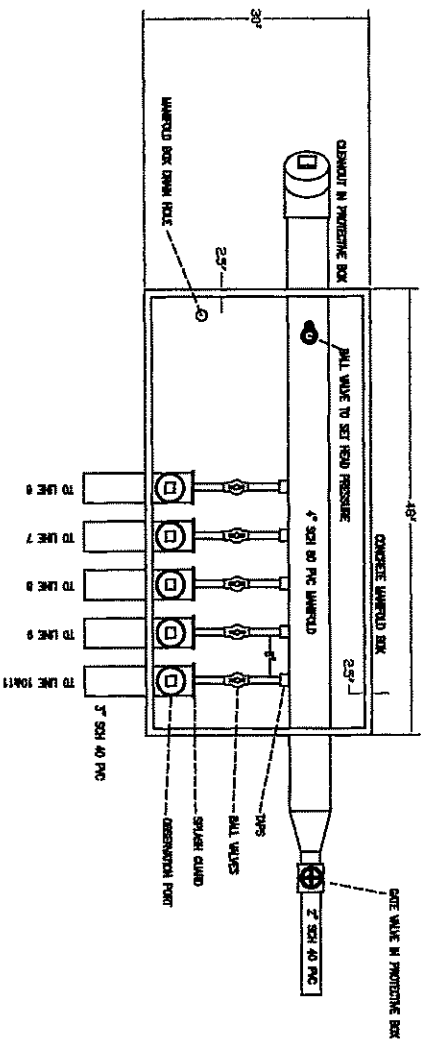
BRANTLEY TRAIL MODEL
 1,200 PT 463
 SHEET NUMBER
 1 of 1

NON TRAFFIC BEARING

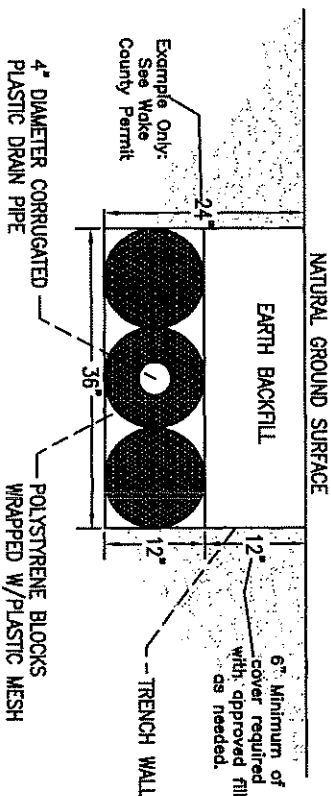
1,200 PT 463
 NTS



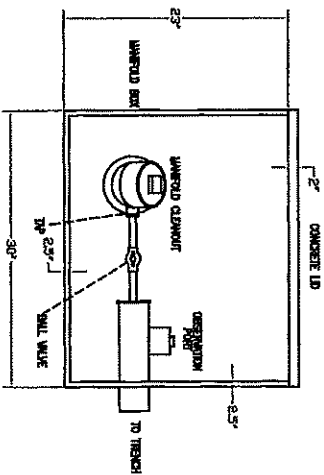
PRESSURE MANIFOLD DETAILS TOP VIEW



EZ-FLOW DETAILS Example only Installed trench bottom should match design.



PRESSURE MANIFOLD DETAILS END VIEW



LINE #	TAP
6	1/2" SCH 40
7	1/2" SCH 40
8	1/2" SCH 80
9	1/2" SCH 40
10-11	1/2" SCH 40

- NOTE :
1. EZ-FLOW INSTALLATION SHALL MEET THE REQUIREMENTS INCLUDED IN ITS INNOVATIVE APPROVAL.
 2. TRENCH BOTTOM SHALL BE AT LEAST 12" FROM ANY RESTRICTIVE SOIL LAYER
 3. END CAP SHALL BE PROVIDED AT END OF ALL CORRUGATED PLASTIC PIPE LINES AND TRENCH BOTTOMS SHALL BE LEVEL
 4. THIS IS A GENERIC TRENCH PROFILE SEE COUNTY PERMIT FOR TRENCH DEPTH.



Central Carolina Soil Consulting, PLLC
1900 South Main Street, Suite 110
Wake Forest, North Carolina 27587
Phone (919)569-6704 Fax (919)569-6703

Manifold and Trench Details
Sorrell Oaks S/D Lot 87
Franklin County, North Carolina

Job #: 5090
Drawn By: AH
Date: 12/11/2024



Central Carolina Soil Consulting, PLLC
1900 South Main Street, Suite 110, Wake Forest, NC 27587
Office Number: 919-569-6704

Acknowledgment of Subsurface wastewater evaluation and septic design by Central Carolina Soil Consulting, PLLC. for 95 Cherry Bark Drive (Lot 87),
for issuance of an IP and CA.

For Improvement Permit (IP) issuance:

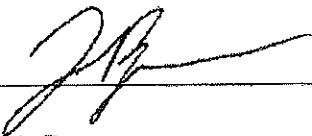
"The LSS/LG evaluation(s) attached to this application is to be used to issue an Improvement Permit in accordance with G.S. 130A-335(a2) and (a3)."

For Construction Authorization (CA) issuance:

"The plans or evaluations attached to this application are to be used to issue a Construction Authorization in accordance with G.S. 130A-335(a2), (a5) and (a6)."

The LSS evaluation attached to this application was used to produce and design a subsurface wastewater septic system for permitting to obtain an IP and CA in accordance G.S. 130A-335(a2), (a3), (a5) and (a6).

Owner:



Owner's representative:

Jacob Bagaasen

Date:

01/08/2025



Franklin County Environmental Health
127 S Bickett Blvd.
Louisburg, NC 27549
Phone (919) 496-8100
www.franklincountync.gov

cdp 448242

Issued to: Lisa Ferguson

Location: 95 CHERRY BARK Drive YOUNGSVILLE, NC 27586

LICENSED SOIL SCIENTIST A2 PERMIT

Shad

Application Type: LICENSED SOIL SCIENTIST A2 PERMIT

Application Number: E-25-17

Date: January 9, 2025

Building Type:

Acreage:

Project Type: Single Family Dwelling

Zoning: R-30

of Bedrooms: 4

of Occupants: 8

Residential Project Type:

Commercial Project Type:

Building Foundation: Crawlspace

Square Footage of Facility:

Water Source: Public Water

Number of Employees:

Number of Seats:

Preferred Type of Septic System: (1) Conventional
(rock)

Notes:

Parcel ID #: 050385

Subdivision: NULL Sorrell Oaks #87

Applicant Information

Applicant Name: Lisa Ferguson

Address: 4909 Unicon Drive, Suite 107 Wake Forest, NC 27587

Phone: 919-999-4150

Email: lisa.ferguson@kenharveyhomes.com

Property Owner Information

Owner Name: Ken Harvey Homes LLC

Address: 4909 Unicon Drive Wake Forest, NC 27587

Phone: 919-999-4150

Email: lisa.ferguson@kenharveyhomes.com

General Contractor Information

Contractor Name: David Brantley & Sons, Inc.

Address: 37 Pine Ridge Rd Zebulon, NC 27597

Phone: 2524783721

Email: brantleyoffice@gmail.com

Zoning

Zoning Permit #: Z-24-1812

County Water: Yes

Front Setback: 30

Right Setback: 10

Left Setback: 10

Rear Setback: 25

The applicant shall notify the Environmental Health Department upon submittal of this application if any of the following apply to the property/site in question. If this answer is "Yes" the applicant must attach supporting documentation and/or show their location on the plot/site plan.

Does the site contain any jurisdictional wetlands?

Does the site contain, or have within 100 feet, any existing wells and/or septic systems? No

Is any wastewater going to be generate other than domestic sewage? No

Is the site subject to approval by an other public agency? No

Are there any easements or right-of-ways on this site? No

Are there any underground utilities on the site? No

IF THE INFORMATION IN THE APPLICATION FOR A SEPTIC PERMIT IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN ANY RELATED PERMITS AND CONSTRUCTION AUTHORIZATIONS SHALL BECOME INVALID. This application is valid for one year from the date of application payment. The septic system approval (permit) is valid for five years from the date of Improvement Permit issuance, or without expiration by request with proper documentation. The applicant is responsible for the proper identification and labeling of all property lines, and existing utilities

(including septic), and the desired features on site, as well as making the site accessible for evaluation. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. Permit issuance shall in no way be taken as a guarantee a septic system will function in a satisfactory manner for any given period of time. By signing below, the applicant attest he/she is the property owner or has been granted permission to be the property owner's legal representative, for the purposes of obtaining a septic permit for the referenced property.

Lisa K Ferguson

January 9, 2025

Signature of Owner or Owner's Legal Representative

Expires: January 9, 2026

PRELIMINARY PLOT PLAN FOR

KEN HARVEY HOMES

LOT 87, SORRELL OAKS SUBDIVISION PH.1

95 CHERRY BARK DRIVE

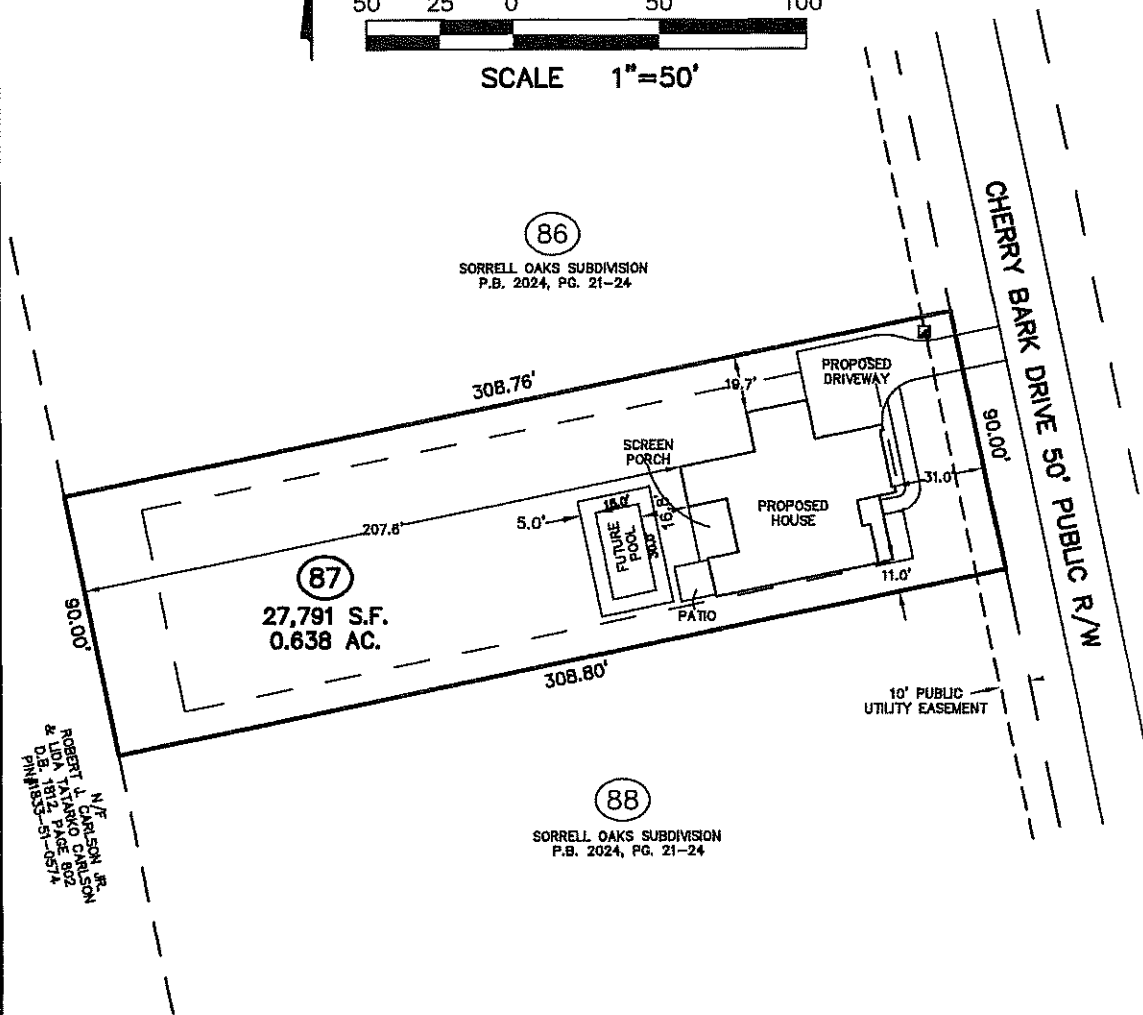
REF: 2024, PG. 21-24

YOUNGVILLE TOWNSHIP
FRANKLIN COUNTY, NORTH CAROLINA

NOVEMBER 6, 2024

REVISED NOVEMBER 21, 2024

REVISED JANUARY 8, 2025

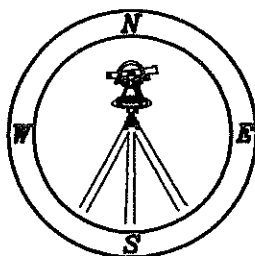


N/E
ROBERT J. CARLSON JR.
& LISA TATIANO CARLSON
DB 1812 PA-6574
P/N#833-51-6574

THIS SURVEYOR DOES NOT
WARRANTY THE ACCURACY
OF ARCHITECTURAL DIMENSIONS.
THEY ARE TO BE VERIFIED BY
THE CONTRACTOR.

IMPERVIOUS SURFACE TABLE

HOUSE	3,080 S.F.
SCREEN PORCH	250 S.F.
DRIVEWAY	1,192 S.F.
PATIO	144 S.F.
POOL APRON	550 S.F.
SIDEWALKS	236 S.F.
MISC/UTILITIES	18 S.F.
TOTAL IMPERVIOUS AREA	5,450 S.F.
MAX IMPERVIOUS ALLOWED	7,000 S.F.



CMP

Professional Land Surveyors
C-1525

333 S. White Street
Post Office Box 1253
Wake Forest, N.C. 27588
(919)556-3148

NOTES:

-THIS PLAN DOES NOT REFLECT AN
ACTUAL SURVEY. IT IS A PRELIMINARY
PLAN AND SHOULD BE USED FOR ITS
INTENDED PURPOSE ONLY.
-NOT FOR RECORDATION, CONVEYANCES,
OR SALES.



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

MARK BENTON • Chief Deputy Secretary for Health

SUSAN KANSAGRA • Assistant Secretary for Public Health

Division of Public Health

Application for Services

This application, in conjunction with the common form established in G.S. 130A-335(a3) and (a5), is optional for local health departments to be used for applications submitted in accordance with G.S. 130A-335(a2), (a3), and (a5).
[hereinafter, G.S. 130A-335(a3) and (a5) permits referred to as (a2) Improvement Permit and (a2) Construction Authorization]

Applying for:

☒ (a2) Improvement Permit ☒ (a2) Construction Authorization ☐ (a2) Repair/Construction Authorization

If applying for a Construction Authorization, please indicate desired system type(s):

☐ Accepted ☐ Conventional ☐ Innovative ☐ Other _____ ☒ Any

☒ New Construction ☐ Expansion ☐ System Relocation ☐ Change of Use ☐ Repair
☒ 5-Year Expiration Requested (site plan provided) ☐ Non-Expiring Permit Requested (plat provided, defined in G.S.130A-334)
Requesting DHHS review? (systems >3000 GPD or IPWW) ☐ Yes ☒ No

Applicant: <u>Ken Harvey Building, LLC</u>	Owner: <u>same</u>
Mailing Address: <u>4909 Unicon Drive, Suite 107</u>	Mailing Address: _____
City: <u>Wake Forest</u>	City: _____
State: <u>NC</u> Zip: <u>27587</u>	State: _____ Zip: _____
Phone #: <u>919-554-9401</u>	Phone #: _____
Email: <u>lisa.ferguson@kenharveyhomes.com</u>	Email: _____

If the answer to any of the following questions is "yes", applicant must attach supporting documentation.

☐ Yes ☒ No	Does the site contain any jurisdictional wetlands?
☐ Yes ☒ No	Is any wastewater going to be generated on the site other than domestic sewage?
☐ Yes ☒ No	Is the site subject to approval by any other public agency?
☐ Yes ☒ No	Are there any easements or right of ways on this property?

I understand that the documentation and fees, as required in G.S. 130A-335(a2), (a3), (a5), and (a6), attached to this application are to be used to issue an Improvement Permit and/or Construction Authorization pursuant to G.S. 130A-335(a2), (a3), and (a5). I understand that authorized county and state officials are granted right of entry to the property indicated on this application to conduct necessary inspections to determine compliance with applicable laws and rules. ***I understand that if the information in the application for an Improvements Permit and/or Construction Authorization is falsified, changed, or the site is altered, then the Improvement Permit and Construction Authorization shall become invalid.***

Applicant Signature: _____ Date: 01/08/2025
Owner's Signature: _____ Date: 01/08/2025