

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. 46, Block No. N/A,
Subdivision: GRANDIFLORA, in Book of Maps _____, Page _____, 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: 215 BROADLEAF LANE, LOUISBURG, 27549 (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): HOA DISCLOSURE |
| ☐ Bylaws and/or Rules/Regulations | ☐ Disclosure (as noted): _____ |
| ☒ Recorded Map | ☐ Disclosure (as noted): _____ |
| ☒ Other (as noted): Septic Permit & Plat Map | ☐ 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:

\$600.00 Capital for 1 X CAPITAL CONTRIBUTION FEE HOA and ☐ Annual ☐ Quarterly ☐ Monthly HOA Assessments of \$ _____.
\$ _____ Capital for GRANDIFLORA HOA HOA and ☐ Annual ☐ Quarterly ☒ Monthly HOA Assessments of \$62.50.

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

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Seller initials

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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:

Date: _____

Date: _____

Seller:

Date: _____

Date: _____

Notice Address: _____

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/Jim Allen Group Firm License # C1232

Individual Agent: Sydney Stumpo for Jim Allen MLS ID R11804 /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:

215 BROADLEAF LANE, LOUISBURG, NC 27549
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:

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 Seller initials

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

Seller initials

OWNERS' ASSOCIATION DISCLOSURE ADDENDUM

NOTE: For 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: 215 BROADLEAF LANE, LOUISBURG, NC 27549 LOT 46 Grandiflora

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. 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): Grandiflora Home Owners Association whose regular assessments ("dues") are \$ 750.00 per Year. The name, address and telephone number of the president of the owners' association or the association manager are: Charlie Grant: cgrant@grant-inc.com

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
- ☒ 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's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A12-T
Revised 7/2022
© 7/2022

Buyer initials Seller initials



3. As of this date, there are no other dues, fees or Special Assessments payable by the Development's property owners, except:
N/A

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: N/A

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 x Capital Contribution Fee \$600.00

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: _____
Seller:

Date: _____
Buyer:

Date: _____
Seller:

Entity Buyer:

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

Entity Seller:
Ken Harvey Homes, LLC

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

By:

By: dotloop verified
08/27/24 8:07 AM EDT
TCLQ-COCZ-QLBV-65WJ

Name: _____
Print Name

Name: Kenneth Andy Beaird
Print Name

Title: _____

Title: Managing Partner

Date: _____

Date: _____



PRELIMINARY PLOT PLAN FOR

KEN HARVEY HOMES

LOT 46, GRANDIFLORA SUBDIVISION

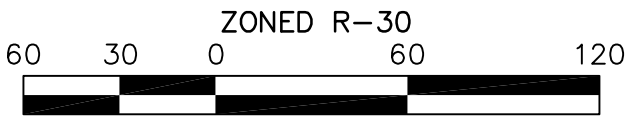
215 BROADLEAF LANE

REF: P.B. 2024, PAGES 155–157

YOUNGSVILLE TOWNSHIP

FRANKLIN COUNTY, NORTH CAROLINA

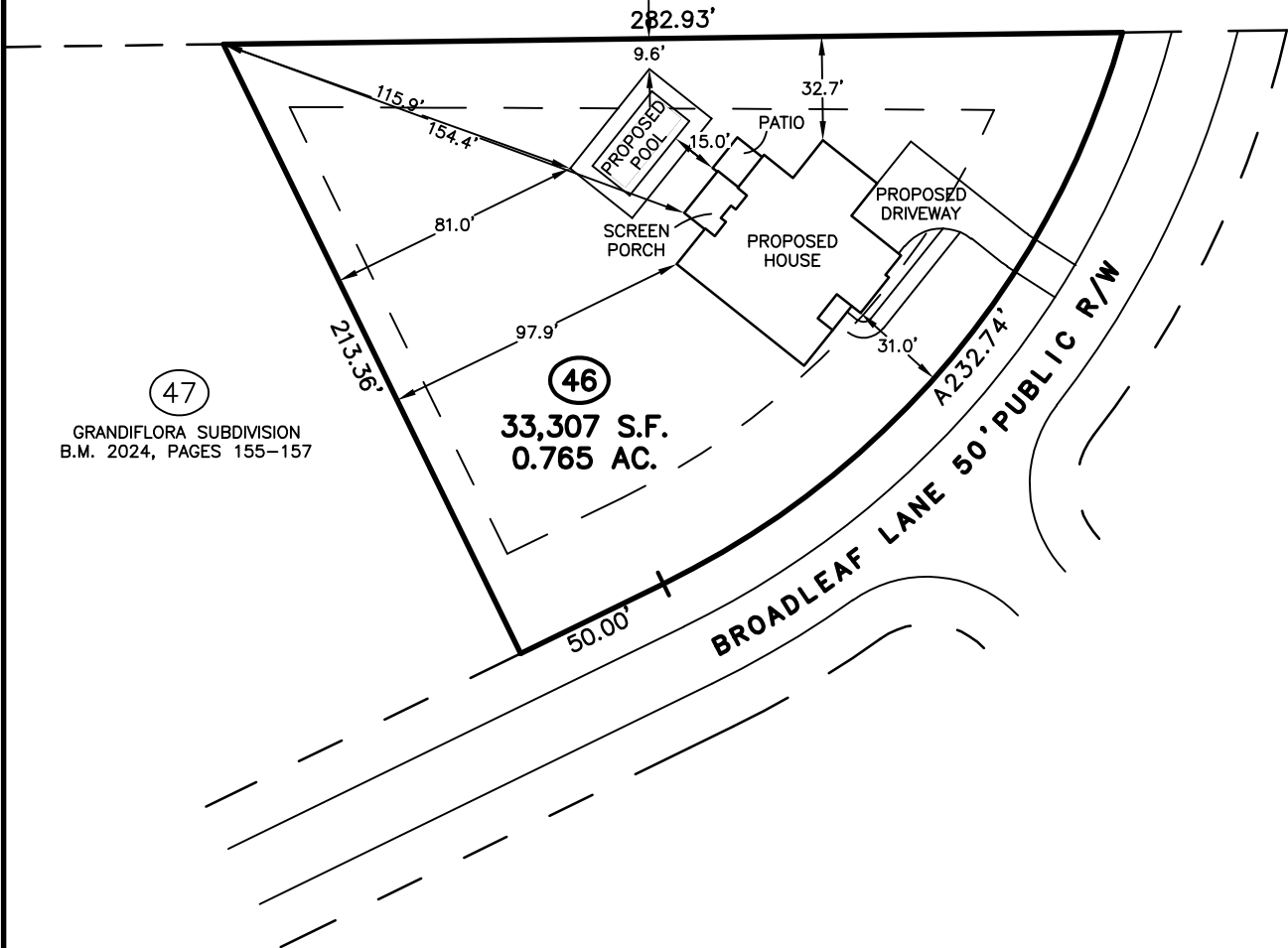
NOVEMBER 12, 2025



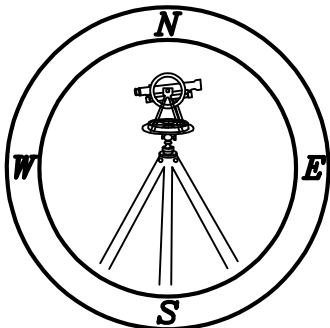
SCALE 1"=60'

N/F
DAVID A. WILLIAMS JR.
D.B. 2294, PG. 601
M.B. 2022, PG. 70
PIN# 1873-78-2644

IMPERVIOUS SURFACE TABLE	
HOUSE	2,643 S.F.
SCREEN PORCH	191 S.F.
DRIVEWAY	997 S.F.
PATIO	121 S.F.
SIDEWALK	254 S.F.
POOL APRON	550 S.F.
MISC/UTILITIES	18 S.F.
TOTAL IMPERVIOUS AREA	4,774 S.F.
MAXIMUM IMPERVIOUS ALLOWED	6,000 S.F.



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



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 # 464140 PIN# _____

Property Address: 215 Broadleaf Ln

Applicant or Owner Name: Lise 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**: 12-12-25 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 — Drainfield 3'x485' Type System Acc ^{sewer dist} Max Trench Depth 30''

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.
- Well location marked on septic diagram page in packet.



Well Construction Permit

Franklin County Health Department
107 Industrial Drive
Louisburg NC, 27549
Phone: _____

For Office Use Only

*CDP File Number 464140

PIN Number: _____

Tax Lot #: 46

Tax Block #: 050900

Evaluated For: SINGLE FAMILY \ WELL

PERMIT VALID UNTIL: 12/12/2030

Property Owner: Ken Harvey Homes LLC

Address: 4909 Unicon Drive Suite 107

City: Wake Forest

State/Zip: NC / 27587

Phone #: _____

Applicant: Lisa Ferguson

Address: 4909 Unicon Drive Suite 107

City: Wake Forest

State/Zip: NC / 27587

Phone #: _____

Property Location & Site Information

Address/Road #:

Subdivision: Grandiflora

Phase: _____

Lot: 46

215 Broadleaf Lane

Louisburg NC, 27549

*Proposed use of Well: SINGLE FAMILY

If Other: _____

Applicant Email: _____

Owner Email: _____

Directions: 215 Broadleaf Lane

Well Contractor Information

Drilling Contractor: _____

Driller Registration: _____

Permit Conditions

*Permit Conditions

well location marked on septic diagram page in packet.

Well location, construction and protection must meet all state and local regulations and must be inspected and approved by an authorized representative of the Local Health Department. The permit may be revoked at any time for failure to comply with existing regulations. The siting of approved well construction area(s) by the Health Department is to provide protection from the known possible sources of contamination. The approved well area(s) may not be changed without permission from an authorized representative of the Local Health Department. Issuance of this well permit does not guarantee water quality or adequate water production from the well once it is installed or repaired.

*Issued By: Leonard, Shad

Authorized State Agent: _____

Owner/Applicant: _____

*Date of Issue: 12/12/2025

☐ Hand Drawing

☒ Import Drawing

****Site Plan/Drawing attached.****



Well Construction Permit

Franklin County Health Department
107 Industrial Drive
Louisburg NC, 27549
Phone:

For Office Use Only

*CDP File Number 464140

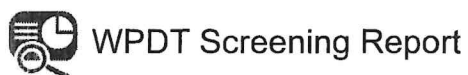
PIN Number: _____

Tax Lot #: 46

Tax Block #: 050900

Evaluated For: SINGLE FAMILY \ WELL

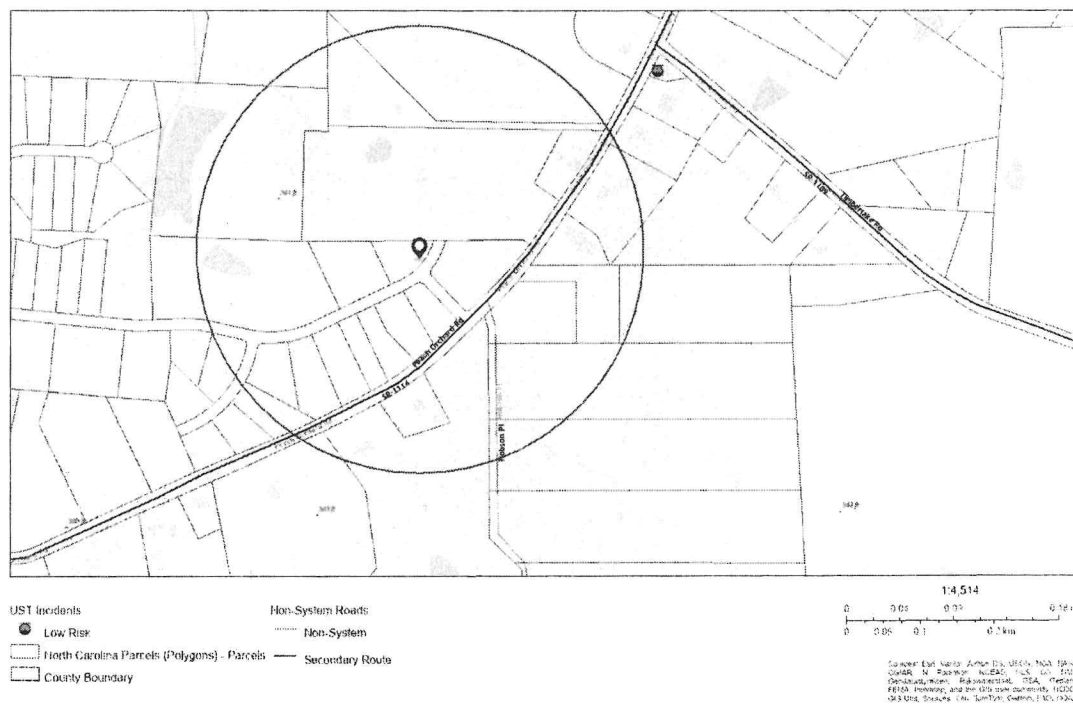
PERMIT VALID UNTIL: 12/12/2030



Area of Interest (AOI) Information

Area = 3,134,508.7 ft²

Dec 12 2025 14:51:56 Eastern Standard Time



All North Carolina Department of Environmental Quality
(NCDEQ) GIS data is expressly provided "AS IS" and "WITH ALL FAULTS". The NCDEQ makes no warranty of any kind, express or implied, concerning this information, including but not limited to any warranties of merchantability or fitness for any particular purpose. The NCDEQ assumes no responsibility or legal liability concerning the Data's accuracy, reliability, completeness, timeliness, or usefulness. The data is not intended to constitute advice nor is it to be used as a substitute for specific advice from a professional. Users should not act (or refrain from acting) based upon information in the Data without independently verifying the information and obtaining any necessary professional advice. Users are solely responsible for ensuring the accuracy, currency and other qualities of any products derived from or in connection with the NCDEQ's Data. The Data is collected from various sources and may be modified over time without notice to improve spatial and attribute accuracy. The NCDEQ disclaims responsibility for the spatial accuracy and attribution of GIS features and makes no warranty concerning same.

Permit/File #: 464140

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: FranklinPIN/Lot Identifier: 1873-78-0371Issued To: Ken Harvey HomesProperty Location: 215 Broadleaf LaneSubdivision (if applicable) Grandiflora Lot #: 46 Block: _____ Section: _____LSS Report Provided: Yes ☒ No ☐If yes, name and license number of LSS: Jason Hall, NC LSS #1248New ☒Expansion ☐System Relocation ☐Change of Use ☐Facility Type: Single-Family Dwelling, 4-BedroomNumber of bedrooms: 4 Number of Occupants: ≤8 Other: _____Design Wastewater Strength: ☒ Domestic☐ High Strength☐ Industrial Process WastewaterProposed Design Daily Flow: 480 GPD Proposed LTAR (Initial): 0.275 Proposed LTAR (Repair): 0.275Proposed Wastewater System Type*: IIb, accepted (25% reduction) (Initial) Pump Required: ☐ Yes ☒ No ☐ May be requiredProposed Wastewater System Type*: IIb, accepted (25% reduction) (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 ☐ RCWSaprolite System (Initial): ☐ Yes ☒ NoSaprolite System (Repair): ☒ Yes ☐ NoFill 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)*: 48" * Limiting ConditionMax. Trench Depth (Initial)*: 30" Max. Trench Depth (Repair)*: 30" * Measured on the downhill side of the trenchArtificial 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 HallLicensed Soil Scientist Signature: [Signature]Date: 11/26/2025

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: 12-12-25 by SES
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: 12-12-25

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: 12-12-30

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

November 26, 2025

Job #5256

Ken Harvey Homes
Attention: Andy Beard
4909 Unicon Drive, Suite 107
Wake Forest, NC 27587

RE: Preliminary soil/site evaluation for a single-family dwelling wastewater approval at Grandiflora Subdivision, Lot 46 (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 November 2025, 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 48 inches (initial) and 48 inches (repair) of suitable soils for a modified conventional septic system. The assigned LTAR for the initial site is 0.275 gpd/ft² with a maximum depth of 30 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 repair site is 0.275 gpd/ft² with a maximum depth of 30 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 Gravity to Serial distribution using lines 1-6 totaling 485 feet of accepted product (25% reduction). The repair system for the house is a Gravity to Serial distribution using lines 7-11 totaling 465 feet of accepted product (25% reduction).

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

Minimum tank capacities: 1,000 for septic tank with risers. The tank 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. 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)

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: Gravity to Serial Distribution, lines 1-6 totaling 485' (see layout)
- Repair System: Gravity to Serial Distribution, lines 7-11 totaling 465' (see layout)
- 480 gal/day flow rate (4-bedroom)
- 1,000 gallon septic tank
 - with risers and pressed in rubber boots on both the inlet and outlet ends and a secondary lid in each tank opening
- 30" max trench depth on the downhill side for the Initial System
- 30" max trench depth on the downhill side for the Repair System
- 0.275 LTAR for Initial
- 0.275 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
- Maintain natural contours when clearing the lot

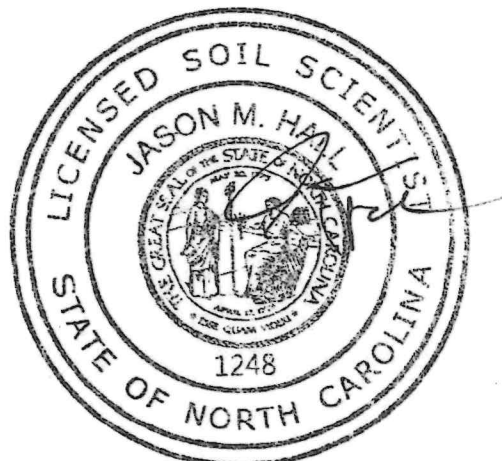
This letter discusses the location of provisionally suitable soils for subsurface wastewater disposal systems and does not guarantee the future function of any wastewater system on sites. Central Carolina Soil Consulting, PLLC is a professional consulting firm specializing in soil delineations and designs 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 1 of 1

PROPERTY ID #: 1873-78-0371

COUNTY: Franklin

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

(Complete all fields in full)

OWNER: KEN HARVEY HOMES LLC DATE EVALUATED: 11/25/2025

ADDRESS: 4909 UNICON DR STE 107, WAKE FOREST, NC, 27587

PROPOSED FACILITY: single-family dwelling PROPOSED DESIGN FLOW (.0400): 480 gal/day PROPERTY SIZE: 0.77 Ac.

LOCATION OF SITE: 215 BROADLEAF LN (Grandiflora Subdivision Lot 46) PROPERTY RECORDED: Yes

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, ~3-5%	A, 0-3	SL, GR	VFR, NS, NP						1.8"
		Bt, 3-22	C, SBK	FI, SS, SP, SEXP		S			S, 0.275	
		BC, 22-48	CL, SBK	FR, SS, SP, SEXP		S			S, 0.275	
2	L, ~3-5%	A, 0-8	SL, GR	VFR, NS, NP						1.8"
		Bt, 8-24	C, SBK	FI, SS, SP, SEXP		S			S, 0.275	
		BC, 24-48	CL, SBK	FR, SS, SP, SEXP		S			S, 0.275	
3	L, ~3-5%	A, 0-22	SL, GR	VFR, NS, NP						1.8"
		Bt, 22-46	C, SBK	FI, SS, SP, SEXP		S			S, 0.275	
		BC, 46-48	CL, SBK	FR, SS, SP, SEXP		S			S, 0.275	

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM	SITE CLASSIFICATION (.0509): Suitable EVALUATED BY: Jason Hall OTHER(S) PRESENT: James Rice, Parker Coats
Available Space (.0508)	Yes	Yes	
System Type(s)	Iib, accepted	Iib, accepted	
Site LTAR	0.275	0.275	
Maximum Trench Depth	30" on downhill side	30" on downhill side	

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)	P (Plastic)	VP (Very plastic)	
N (Nose slope)		SiCL (Silty clay loam)							
R (Ridge/summit)		Si (Silt)							
S (Shoulder slope)		SC (Sandy clay)							
T (Terrace)	SiC (Silty clay)	EXP (Expansive)							
TS (Toe Slope)	C (Clay)								
		O (Organic)	None						
Adjust LTAR due to depth, consistence, structure, soil texture, etc.									

* 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

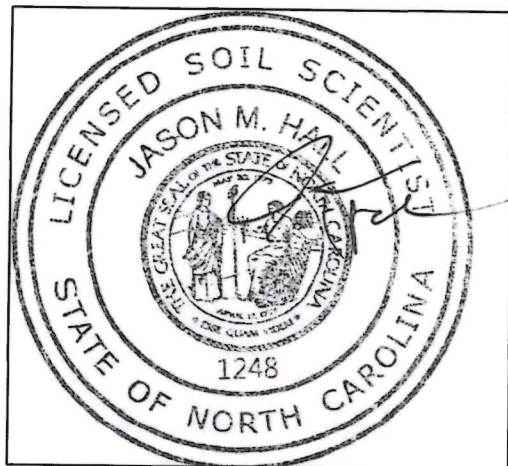
S (Suitable) or U (Unsuitable)

● #2 = profile description locations

- *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.
- *No adding soil within septic area
- *No rutting-up septic area
- *No cuts of >2' within 15' of septic areas

System and Repair Area:

- ~9,273ft²
- 0.275 soil LTAR
- 4-bedroom: Accepted Product
- Primary and Repair
- 25% Reduction



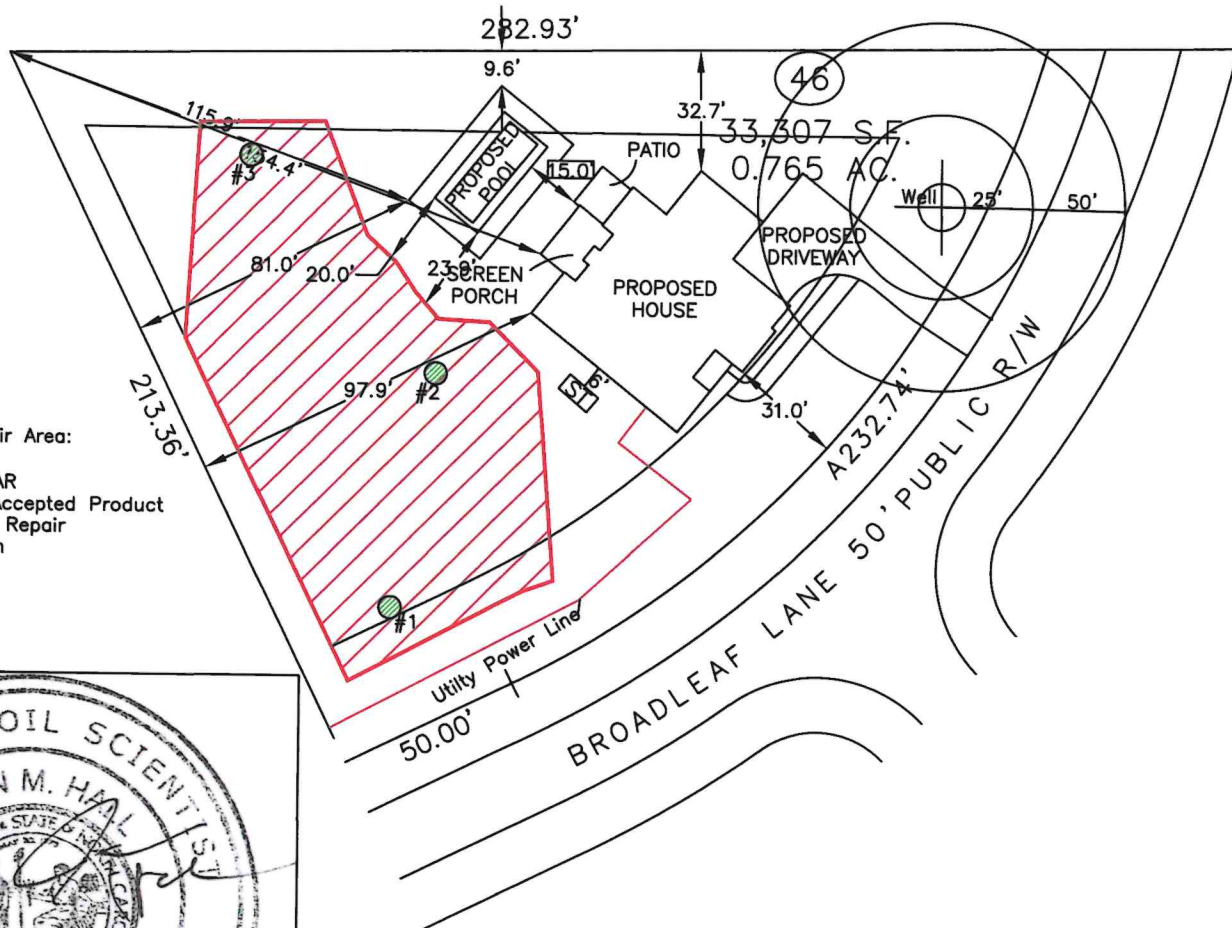
GRAPHIC SCALE
1" = 50'



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

Soils Map
Lot 46, Grandiflora Subdivision
Franklin County, North Carolina

Job#: 5256
Drawn By: PC
Date: 11/26/2025
Revision:





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 Grandiflora - Lot 46,
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:

12/09/2025

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

County: Franklin Pre-Construction Conference Required: Yes ☐ No ☒
 PIN/Lot Identifier: 1873-78-0371
 Issued To: Ken Harvey Homes
 Property Location: 215 Broadleaf Lane (Grandiflora, Lot 46)
 AOWE/PE Plans/Evaluations Provided: Yes ☒ No ☐ If yes, name and license number of AOWE/PE: Jason Hall, AOWE #10004E
 Facility Type: Single-Family Dwelling, 4-Bedroom
 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* Ilb, accepted (25% reduction) (Initial) Ilb, accepted (25% reduction) (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: 485 feet Trench/Bed Spacing: 9 feet on center
 Trench/Bed Width: 36 inches LTAR: 0.275 gpd/ft² Usable Depth to LC (Initial)*: 48" *Limiting condition
 Additional Soil Cover: 0 inches Slope Corrected Maximum Trench/Bed Depth*: 30 inches *Measured on the downhill side of the trench
 Pump Tank Size (if applicable): _____ gallons Requires more than 1 pump? ☐ Yes ☐ No
 Pump Requirements: _____ ft. TDH vs. _____ 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:

Fence off the entire septic area from construction traffic

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: 11/26/2025

This AOWE/PE submittal is pursuant to and meets the requirements of G.S. 130A-335(a2) and (a5)

See attached site sketch



This Section for Local Health Department Use Only

Initial submittal received: 12-12-25 by SSS
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: [Signature] Date of Issuance: 12-12-25

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: 12-12-30

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

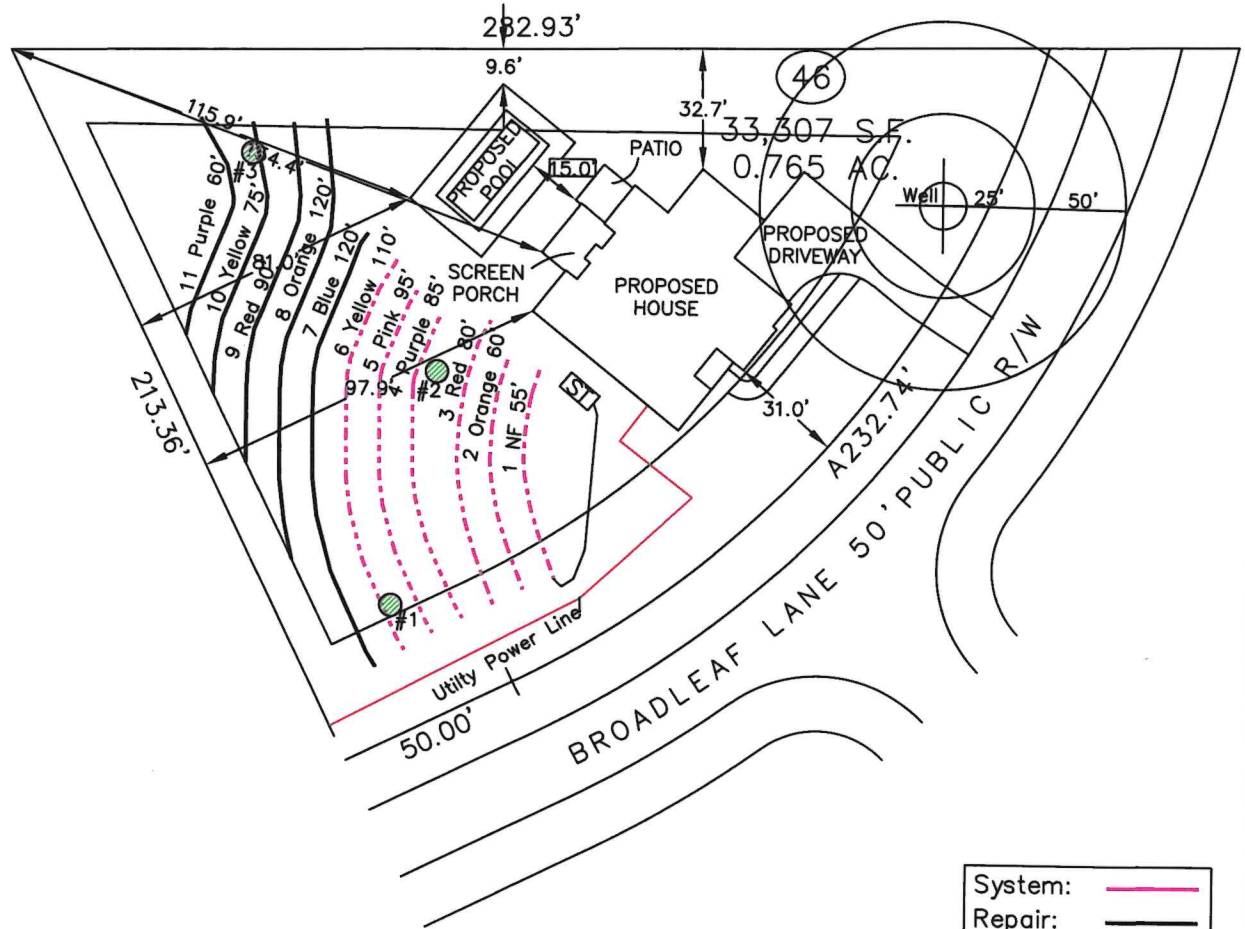
State Authorized Agent: _____

Date: _____

Initial System: Gravity to Serial
 Lines: 1-6, (485')
 Accepted Status System (25% reduction)
 0.275 Soil LTAR
 30" Trench Bottom on the downhill side

Repair System: Gravity to Serial
 Lines: 7-11, (465')
 Accepted Status System (25% Reduction)
 0.275 Soil LTAR
 30" Trench Bottom on the downhill side

- *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.
- *No adding soil within septic area
- *No rutting-up septic area
- *No cuts of >2' within 15' of septic areas



System:	—
Repair:	—
ST	= 1000 gallon tanks with risers
● #2	= profile description locations

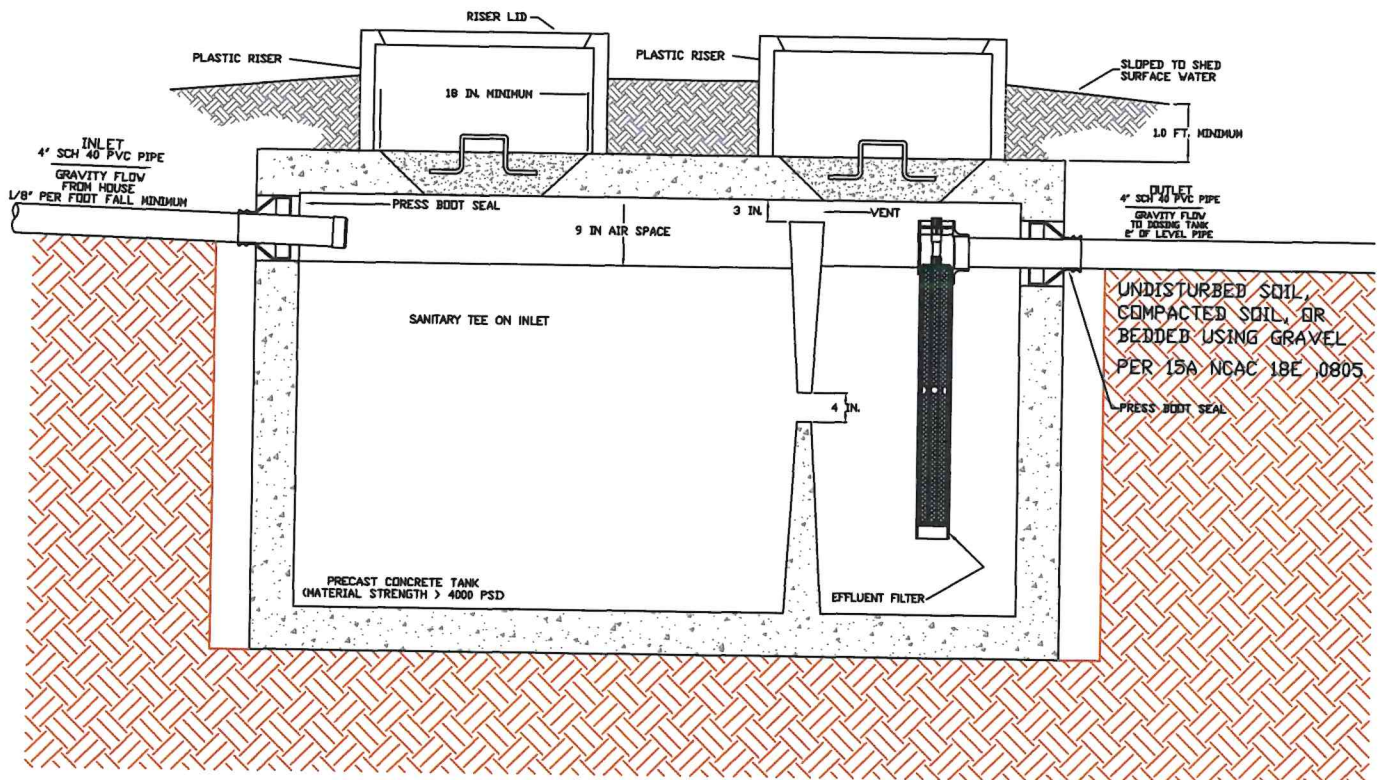
GRAPHIC SCALE
 1" = 50'



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 46, Grandiflora Subdivision
 Franklin County, North Carolina

Job#: 5256
Drawn By: PC
Date: 11/26/2025
Revision:



1000 GAL SEPTIC TANK SCHEMATIC
NOT TO SCALE

NOTES:

1. ALL TANKS SHALL BE LEAK TESTED (IN OCCURANCE TO RULE 15A NCAC 18E .0805) WHEN INSTALLED UNDER THE FOLLOWING CONDITIONS
 - (A) when a Soil Wetness Condition (SWC) is present within four feet of the elevation of the top of a mid-seam pump tank;
 - (B) with advanced pretreatment when required in the RWTS or PIA Approval;
 - (C) when required in the approved plans and specifications for a wastewater system designed by a PE;
 - (D) when the tank is constructed in place; or
 - (E) as required by the authorized agent based upon site or system specific conditions, such as misaligned seams, exposed reinforcement, or damage observed that may have occurred during transport or installation.
2. ALL TANKS MUST BE APPROVED FOR USE BY THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL HEALTH (DEH).
3. INVERTS SHOWN ARE APPROXIMATE. THE INSTALLER SHALL FIELD CONFIRM PRIOR TO CONSTRUCTION.
4. ALL HARDWARE INSTALLED INSIDE OF TANKS SHALL BE OF STAINLESS STEEL.
5. TANK DIMENSIONS VARY BY MANUFACTURER.
6. DRAWDOWN WILL VARY WITH TANK DIMENSIONS.
7. NO ELECTRICAL SPLICES SHALL BE MADE INSIDE THE PUMP TANK.

ALL tank openings (2 for septic tank) shall have a secondary lid or safety net installed



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Septic Tank Details

Job#:
Drawn By: MS
Date:



PL-68 Filter and Tee

PL-68 is much more than just an effluent filter. The housing can also be used as an inlet baffle (tee) or an outlet baffle. The housing is designed to accept Polylok's snap in gas deflector to deflect gas bubbles away from the tee and to keep the solids in the tank.

Features:

- Offers 68 linear feet of 1/16" filter slots, which significantly extends time between cleaning.
- Accepts 3/4" PVC handle.
- Locks in any 360° position when used with PL-68 Tee.
- PL-68 Housing can be used as an inlet or outlet tee.
- Gasket prevents bypass.

PL-68 Installation:

Ideal for residential waste flows up to 800 gallons per day (GPD). Easily installs in any new or existing 4" outlet tee.

1. Locate the outlet of the septic tank.
2. Remove the tank cover and pump tank if necessary.
3. Glue the filter housing to the outlet pipe, or use a Polylok Extend & Lok if not enough pipe exists.
4. Insert the PL-68 filter into tee.
5. Replace and secure the septic tank cover.

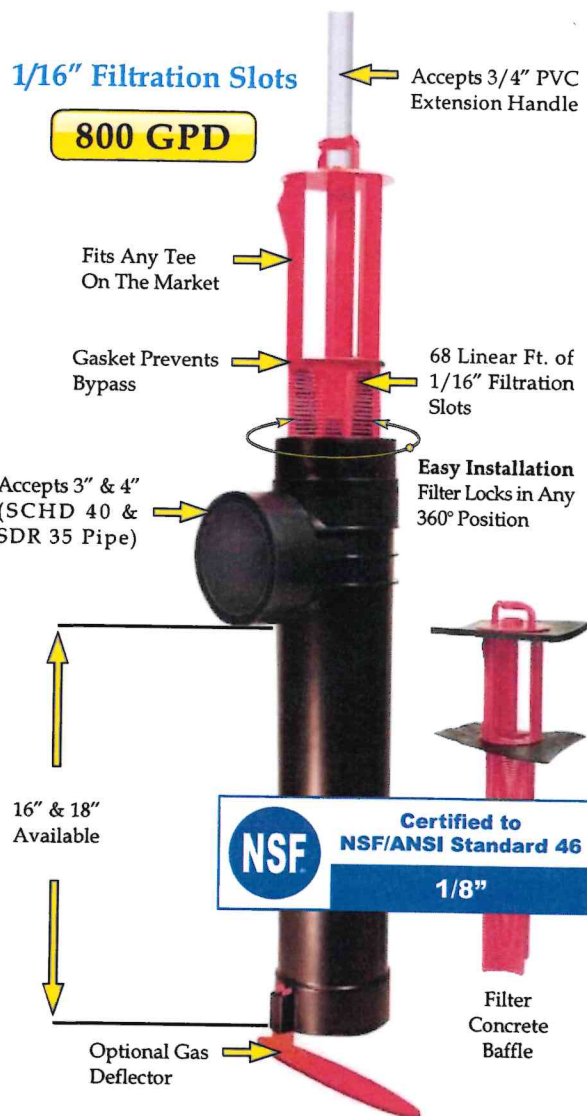
PL-68 Maintenance:

The PL-68 Effluent Filter will operate efficiently for several years under normal conditions before requiring cleaning. It is recommended that the filter be cleaned every time the tank is pumped, or at least every three years.

1. Do not use plumbing when filter is removed.
2. Pull PL-68 out of the tee.
3. Hose off filter over the septic tank. Make sure all solids fall back into septic tank.
4. Insert filter back into tee/housing.

Related Products:

PL-68 Filter Concrete Baffle
Extend & LokTM



Extend & LokTM
Easily installs
into existing tanks.



Spacer Bushing
4" SCHD 40
to SDR 35



Spacer Bushing
4" SCHD 40
to 110mm Pipe



2" Extender



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

www.franklincountync.gov

Issued to: Lisa Ferguson

Location: 215 BROADLEAF Lane LOUISBURG , NC 27549

**NEW WELL APPLICATION
LICENSED SOIL SCIENTIST A2 PERMIT**

Application Type: NEW WELL LICENSED SOIL SCIENTIST A2 PERMIT

Application Number: E-25-705

Date: December 11, 2025

Building Type:

Acreage: 0.77

Project Type: Single Family Dwelling

Zoning: R-30

of Bedrooms: 4

of Occupants: 5

Residential Project Type: Single Family Dwelling

Commercial Project Type:

Building Foundation: Crawlspace

Square Footage of Facility:

Water Source: New Well

Number of Employees:

Number of Seats:

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

Notes:

Parcel ID #: 050900

Subdivision: GRANDIFLORA LOT #410

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-25-1531

County Water: No

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? No

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? Yes

IF THE INFORMATION IN THE APPLICATION FOR A SEPTIC PERMIT IS FALSIFIED, CHANGED, OR THE STIE IS ALETERED, 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

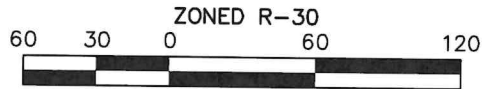
December 11, 2025

Signature of Owner or Owner's Legal Representative

Expires: December 11, 2026



PRELIMINARY PLOT PLAN FOR
KEN HARVEY HOMES
LOT 46, GRANDIFLORA SUBDIVISION
215 BROADLEAF LANE
REF: P.B. 2024, PAGES 155-157
YOUNGSVILLE TOWNSHIP
FRANKLIN COUNTY, NORTH CAROLINA
NOVEMBER 12, 2025

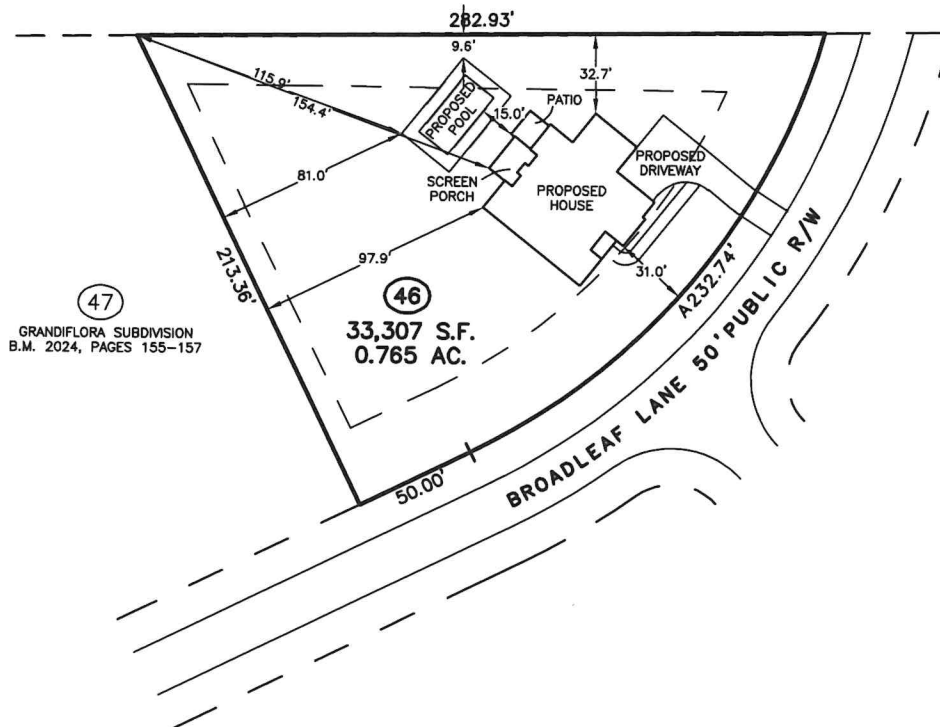


SCALE 1"=60'

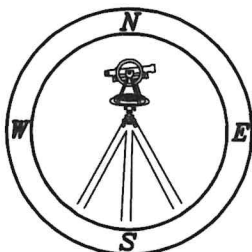
N/F
DAVID A. WILLIAMS JR.
D.B. 2294, PG. 601
M.B. 2022, PG. 70
PIN# 1873-78-2644

IMPERVIOUS SURFACE TABLE

HOUSE	2,643 S.F.
SCREEN PORCH	191 S.F.
DRIVEWAY	997 S.F.
PATIO	121 S.F.
SIDEWALK	254 S.F.
POOL APRON	550 S.F.
MISC/UTILITIES	18 S.F.
TOTAL IMPERVIOUS AREA	4,774 S.F.
MAXIMUM IMPERVIOUS ALLOWED	6,000 S.F.



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



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(7a))

Requesting DHHS review? (systems >3000 GPD or IPWW) ☐ Yes ☒ No

Applicant: Ken Harvey Building, LLC
Mailing Address: 4909 Unicon Drive, Suite 107

City: Wake Forest
State: NC Zip: 27587
Phone #: 919-554-9401
Email: lisa.ferguson@kenharveyhomes.com

Owner: same
Mailing Address: _____

City: _____
State: _____ Zip: _____
Phone #: _____
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: 12/09/2025

Owner's Signature: _____ Date: 12/09/2025



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 Grandiflora - Lot 46,
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:

12/09/2025
