

Initial Application Date: 4/28/06 7/3/07

Application # 0650014723B

COUNTY OF HARNETT LAND USE APPLICATION

Central Permitting 102 E. Front Street, Lillington, NC 27546 Phone: (910) 893-4759 Fax: (910) 893-2793 www.harnett.org

LANDOWNER: EDWARD S. TURLINGTON Mailing Address: PO Box 1027

City: DUNN State: NC Zip: 28335 Phone #: (910) 892-9003

APPLICANT: DANIEL HILL Oak City Homes Mailing Address: 316 BLAIR DR. PO Box 6627

City: ANGIER Raleigh State: NC Zip: 27501 Phone #: (919) 639-8699

PROPERTY LOCATION: SR #: 1441 SR Name: Chalabybeke Springs

Address: CROSSLINK DRIVE X

Parcel: 040664 0092 S1 PIN: 0663-79-0060.00

Zoning: RA-208A Subdivision: CROSSLINK Lot #: 33 Lot Size: 2.46 AC

Flood Plain: X/A Panel: 50/002 Watershed: IV Deed Book/Page: 73770298 Plat Book/Page: F1499A

DIRECTIONS TO THE PROPERTY FROM LILLINGTON: ZION TO ANGIER (A) ON SS (D) ON CHALABEKE SPRINGS RD. GO APPROX 5 MILES (D) ON CROSSLINK DR. GO TO END TURN AROUND AND EMPTY LOT AFTER 2ND HOUSE ON RT.

PROPOSED USE:

SFD (Size 60 x 65) # Bedrooms 3 # Baths 2.5 Basement (w/wo bath) Garage Deck Crawl Space / Slab

Multi-Family Dwelling No. Units _____ No. Bedrooms/Unit _____

Manufactured Home (Size _____ x _____) # of Bedrooms _____ Garage _____ Deck _____

Number of persons per household 4

Business Sq. Ft. Retail Space _____ Type _____

Industry Sq. Ft. _____ Type _____

Church Seating Capacity _____ Kitchen _____

Home Occupation (Size _____ x _____) # Rooms _____ Use _____

Additional Information: _____

Accessory Building (Size _____ x _____) Use _____

Addition to Existing Building (Size _____ x _____) Use _____

Other _____

Water Supply: County Well (No. dwellings _____) Other Environmental Health Site Visit Date: _____

Sewage Supply: New Septic Tank Existing Septic Tank County Sewer Other

Erosion & Sedimentation Control Plan Required? YES NO

Property owner of this tract of land own land that contains a manufactured home w/in five hundred feet (500') of tract listed above? YES NO

Structures on this tract of land: Single family dwellings Manufactured homes _____ Other (specify) _____

Required Residential Property Line Setbacks:	Minimum	Actual
Front	<u>35</u>	<u>60</u>
Rear	<u>25</u>	<u>56' 574'</u>
Side	<u>10</u>	<u>40' 35'</u>
Corner	<u>20</u>	<u>D</u>
Nearest Building	<u>10</u>	<u>D</u>

If permits are granted I agree to conform to all ordinances and the laws of the State of North Carolina regulating such work and the specifications or plans submitted. I hereby swear that the foregoing statements are accurate and correct to the best of my knowledge.

D Hill
Signature of Owner or Owner's Agent

4-9-06
Date

This application expires 6 months from the initial date if no permits have been issued

A RECORDED SURVEY PLAT AND RECORDED DEED ARE REQUIRED WHEN APPLYING FOR A LAND USE APPLICATION

SITE PLAN APPROVAL

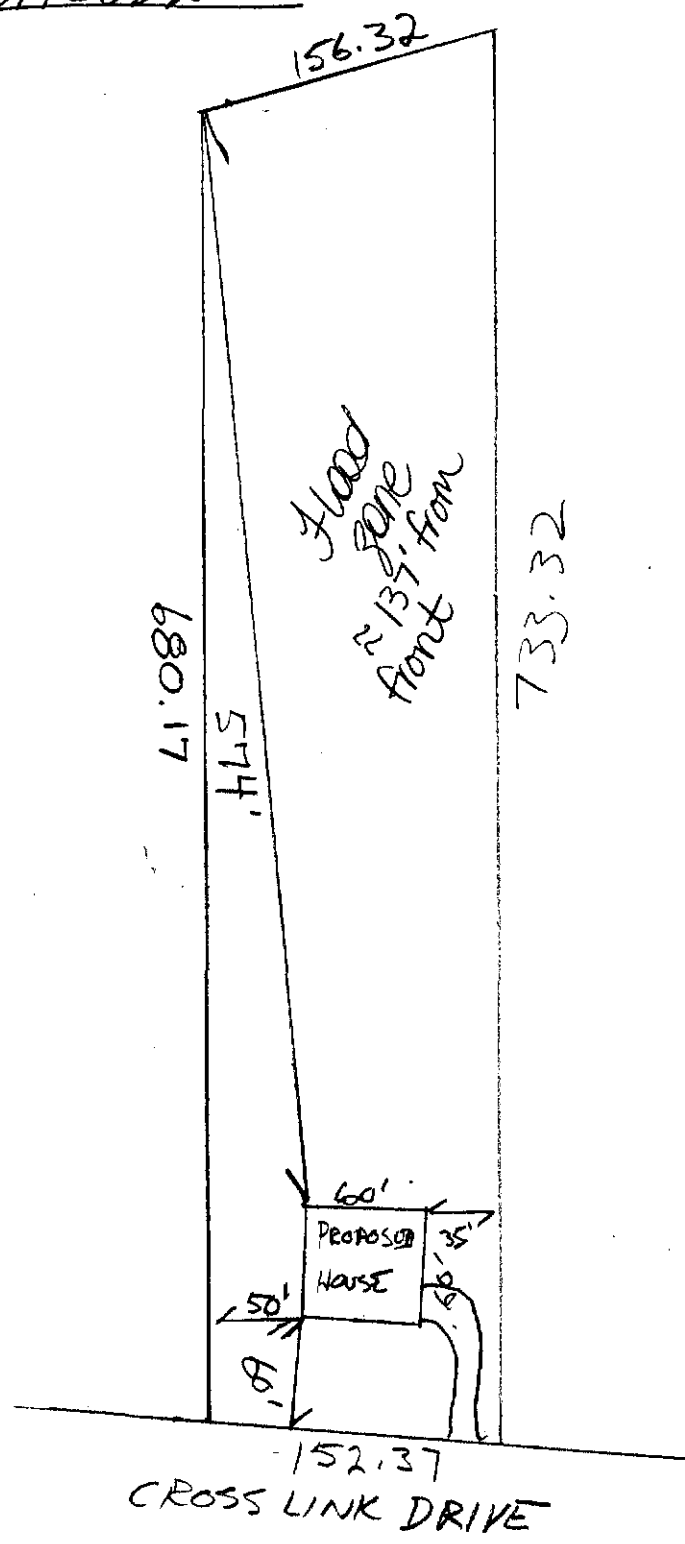
DISTRICT BAZOM/Cons USE SFD

#BEDROOMS 2

QW 7/3/07
ZONING ADMINISTRATOR

Noel Mendoza

1" = 100'
LOT 33 CROSSLINK CONTACT BEAU HARRISON 919 422-3318



Proposed
OWNER NAME: Oak City

APPLICATION #: 0050014723

This application to be filled out only when applying for a new septic system.

County Health Department Application for Improvement Permit and/or Authorization to Construct

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (complete site plan = 60 months; complete plat = without expiration)

DEVELOPMENT INFORMATION

- New single family residence
- Expansion of existing system
- Repair to malfunctioning sewage disposal system
- Non-residential type of structure

WATER SUPPLY

- New well
- Existing well
- Community well
- Public water
- Spring

Are there any existing wells, springs, or existing waterlines on this property?

yes no unknown

SEPTIC

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted Innovative
- Alternative Other _____
- Conventional Any

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant must attach supporting documentation.

- YES NO Does the site contain any Jurisdictional Wetlands?
- YES NO Does the site contain any existing Wastewater Systems?
- 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?
- YES NO Does the site contain any existing water, cable, phone or underground electric lines?

If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules. I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.

Noel Mendoza
PROPERTY OWNERS OR OWNERS LEGAL REPRESENTATIVE SIGNATURE (REQUIRED)

8/3/09
DATE

May 17 2007 7:25PM HP LASERJET FAX

May 16, 2007 2:49PM JOHNSON PROPERTIES

919
2741211

No. 0500 P. 2

Oak City Real Estate Services
2110 Bernard Street
Raleigh, NC 27628
Phone: 919-833-5326, Fax: 919-828-7136

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

~~JOHN ASHBY AND WIFE,
BOBBI ASHBY
OR ASSIGNEE~~

as Buyer, hereby offers to purchase and

accept

as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereinafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of MEYER, County of ROCKY, State of North Carolina, being known as and more particularly described as:
Street Address 315 GOSWELL DRIVE, Subdivision Name ROCKY, Zip 27601
Plot Reference: Lot 432, Block or Section _____ as shown on
Plot Book or SLD 2127-47 at Page(s) 488-9 (Property acquired by Seller in Deed Book _____ at Page _____)

All A portion of the property in Deed Reference: Book _____ Page No. _____ County _____
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association for the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is \$ 1,000 and shall be paid as follows:

(a) \$ 1,000 EARNEST MONEY DEPOSIT with this offer by cash personal check bank check

certified check other: _____ to be deposited and held in escrow by _____ ("Escrow Agent"); until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event (1) this offer is not accepted; or (2) any of the conditions herein are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ _____ ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____ TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.


(c) \$ _____ OPTION FEE (in accordance with paragraph 11), Alternative 2; to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).

(d) \$ _____ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) \$ _____ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) \$ _____ BALANCE of the purchase price in cash at Closing

3. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a Conventional Other: CONSTRUCTION LOAN
loan at a Fixed Rate Adjustable Rate in the principal amount of \$140,000.00 for a term of _____

 This form is approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.
PREPARED BY: Kelly M. Bowers, Broker
Standard Form 12-T, North Carolina Association of REALTORS®, Inc.
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Page 1 of 1
Date: _____

May 17 2007 7:25PM

HP LASERJET FAX

May 16 2007 2:49PM

JOHNSON PROPERTIES

Oak City Real Estate Services
2110 Bernard Street
Raleigh, NC 27628
Phone: 919-833-5528, Fax: 919-828-7136

No. 0500 P. 2

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

~~JOHN JOHNSON~~
~~JOHNSON PROPERTIES~~
OR ASSIGNEE

OAK CITY HOMES, LLC

[Handwritten initials]

as Buyer, hereby offers to purchase and

receive the following

as Seller, upon acceptance of said offer, agree to sell and convey, all of that plot, piece or parcel of land described below (herein referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of ASHEBORO, State of North Carolina, being known as and more particularly described as:
Street Address 318 CROCKETT ROAD, County of _____
Subdivision Name CROCKETT, Zip 27801
Plot Reference: Lot 818
Plan Book or Slide PLAN 87, Block or Section _____
Book _____ at Page _____ as shown on
Map _____ at Page(s) 488-7

All A portion of the property in Deed Reference: Book _____ Page No. _____ County _____
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, Buyer is advised to review Restrictive Covenants, By-Laws, Articles of Incorporation, which may limit the use of the Property, and to read the Declaration of Restricting Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association for the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is \$ 40,000.00 and shall be paid as follows: 1,000

(a) \$ 1,000 EARNEST MONEY DEPOSIT with this offer by cash personal check bank check
 certified check other: _____ to be deposited and held in escrow by _____ ("Escrow Agent"); until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereon are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of any other remedies available to Buyer for such breach, then all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$ _____ ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) \$ _____ OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).

(d) \$ _____ BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) \$ _____ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) \$ _____ BALANCE of the purchase price in cash as Closing

1. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a Conventional Other: CONSTRUCTION LOAN
loan at a Fixed Rate Adjustable Rate in the principal amount of \$100,000.00 for a term of _____

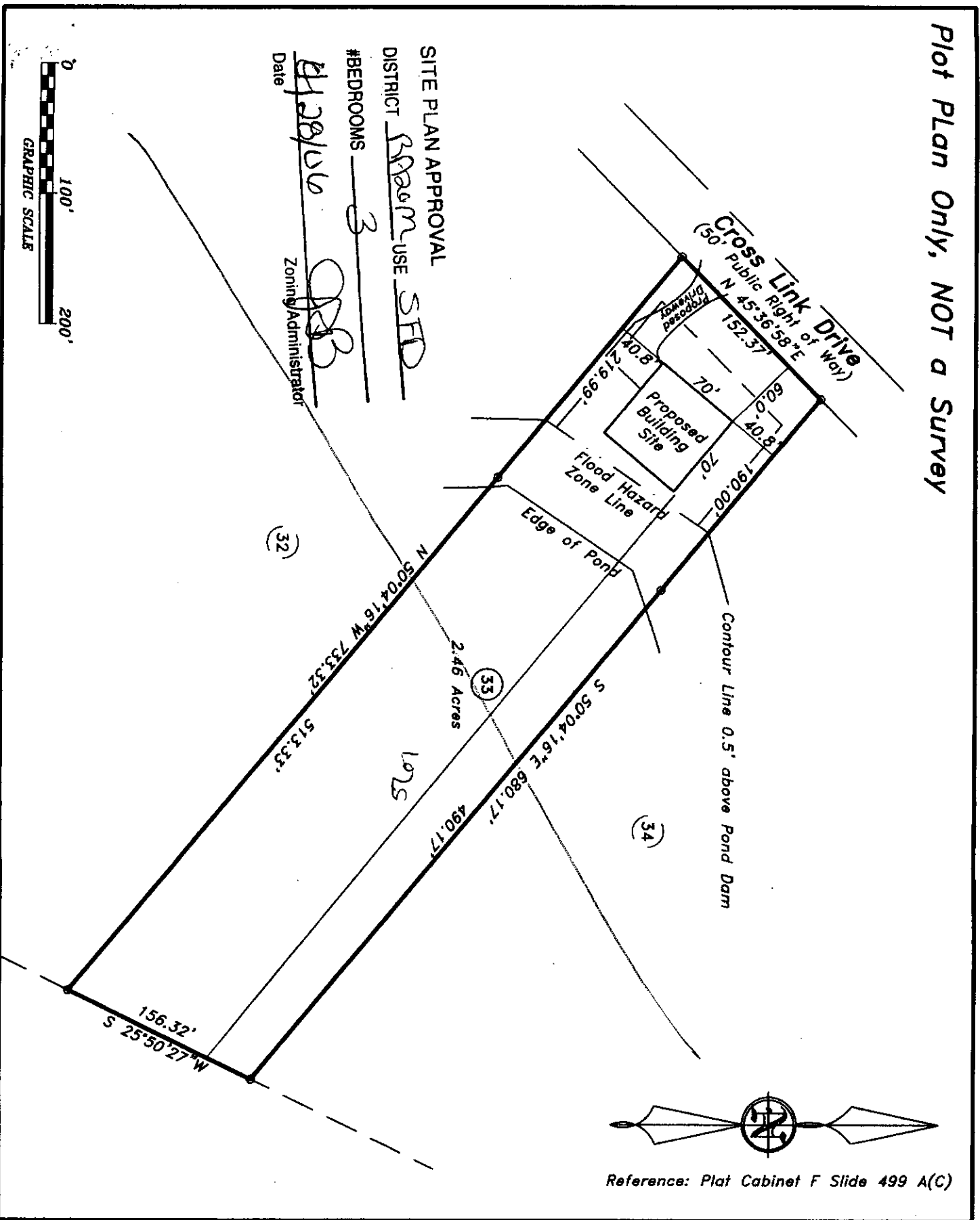
This form jointly approved by North Carolina Bar Association, North Carolina Association of REALTORS, Inc.
REPLACED BY: Holly M. Brown, Greater
Standard Form 18-T, North Carolina Association of REALTORS, Inc.
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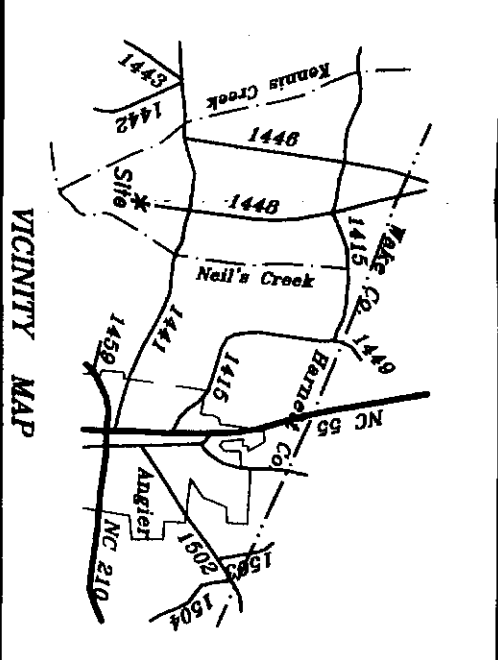
Plot Plan Only, NOT a Survey



Reference: Plat Cabinet F Slide 499 A(C)



SITE PLAN APPROVAL
 DISTRICT Room Use SFD
 #BEDROOMS 3
 Date 4/28/06
 Zoning Administrator [Signature]

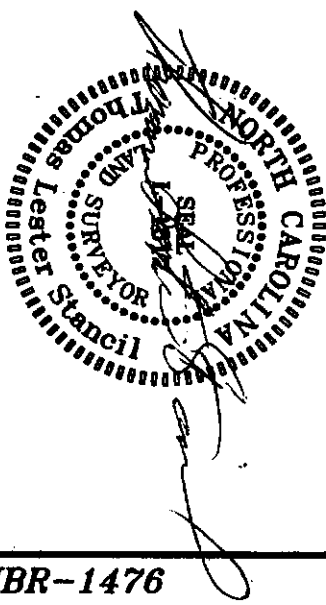


Lot #33 Cross Link Place
 Cross Link Drive Angier, NC 27501
 Plat Cabinet F Slide 499 A(C)

Property Of
Dan Hill

Black River Twp. Harnett County
 Scale: 1" = 100' Date: 04-26-06

Surveyed & Mapped By
STANCILO & ASSOCIATES
 Professional Land Surveyor, P.A.
 P.O. Box 730, Angier, N.C. 27501
 919-639-2133 919-639-2602 (FAX)



NOT FOR RECORDATION

OFFER TO PURCHASE AND CONTRACT

Dan & Kim Hill

Jointly offer to purchase and Edward Johnston as Buyer, as Seller, upon acceptance of said offer, agree to sell and convey, all of that part, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of N/A, County of WAKE, State of North Carolina, being known as and more particularly described as: Lot 2 of the Cobble, Angier, NC, Tr 1501

(All A portion of the property in Deed Reference Book 8, Page No. 4928, Wake County.)
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review restrictive covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owner's association under the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price less of those are built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, hardware and all exterior hardware, windows and door screens, screen windows, combination doors, awnings, shutters, mailbox fixtures and recessed, in-ground, in-ground alarm, pool and spa equipment, solar energy system, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), mechanical parts, storage sheds, mailboxes, wall and/or floor mirrors, and any other items attached or affixed to the Property. EXCEPT the following items:
N/A

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: N/A

4. PURCHASE PRICE: The purchase price is \$ 55,000

(a) 100% cash personal check bank check
 cashier's check other: JOHNSON PROPERTIES
Buyer shall be paid as follows: BUYER'S MONEY DEPOSIT with this offer by cash personal check bank check to be deposited and held in escrow by JOHNSON PROPERTIES ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions herein are not satisfied, then all earnest money shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest money shall be returned to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest money shall be retained by Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the amount or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to make and account money in the broker's trust or escrow account until a written release from the parties concerning its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) N/A ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than ONE TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) N/A OPTION FEE in accordance with paragraph 13, Alternative 2, to be paid to Seller on the Effective Date of any form in paragraph 23. (NOTE: If Alternative 2 applies, then do not exceed 30, 50A, or lesser time.)

(d) N/A BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(e) 34,000 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(f) N/A BALANCE of the purchase price in cash at Closing.



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



STANDARD FORM 1-T
© 2003

Buyer initials DH Seller initials EH



May 30, 2006

Harnett County Government Complex
307 Cornelius Harnett Boulevard
Lillington, NC 27546

Re: Application for improvement permit for Crosslink Lot 33
Health Department file No.06-50014723

ph: 910-893-7550
fax: 910-893-9429

Dear Mr. Hill

The Harnett County Health Department, Environmental Health Division evaluated the above-referenced property at the site designated on the plat/site plan that accompanied your improvement permit application. According to your application the site is to serve a 3 bedroom residence with a design wastewater flow of 360 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 including related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule. 1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE** for a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED**. A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- Unsuitable soil topography and/or landscape position (Rule .1940)
- Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- Unsuitable soil wetness condition (Rule .1942)
- Unsuitable soil depth (Rule .1943)
- Presence of restrictive horizon (Rule .1944)
- Insufficient space for septic system and repair area (Rule .1945)
- Unsuitable for meeting required setbacks (Rule .1950)
- Other (Rule .1946) _____

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE**, and no improvement permit shall be issued for this site in accordance with Rule .1948(c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE**.

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N.C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

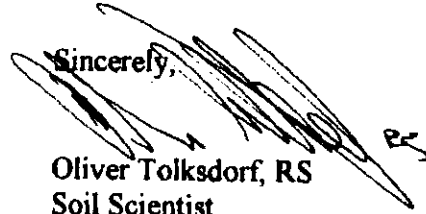
You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, N.C. 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at <http://www.ncogh.com/forms.shtml>. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N.C. General Statute 130A-335 (g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER**. The date of this letter is May 30, 2006. Meeting the 30 day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N.C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, N.C. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

A handwritten signature in black ink, appearing to be 'Oliver Tolksdorf', written over the word 'Sincerely,'. The signature is stylized and somewhat illegible.

Oliver Tolksdorf, RS
Soil Scientist

Encl.: Copy of site evaluation
Copy of Rule .1948

15A NCAC 18A .1948 SITE CLASSIFICATION

(a) Sites classified as **SUITABLE** may be utilized for a ground absorption sewage treatment and disposal system consistent with these Rules. A suitable classification generally indicates soil and site conditions favorable for the operation of a ground absorption sewage treatment and disposal system or have slight limitations that are readily overcome by proper design and installation.

(b) Sites classified as **PROVISIONALLY SUITABLE** may be utilized for a ground absorption sewage treatment and disposal system consistent with these Rules but have moderate limitations. Sites classified Provisionally Suitable require some modifications and careful planning, design, and installation in order for a ground absorption sewage treatment and disposal system to function satisfactorily.

(c) Sites classified **UNSUITABLE** have severe limitations for the installation and use of a properly functioning ground absorption sewage treatment and disposal system. An improvement permit shall not be issued for a site which is classified as **UNSUITABLE**. However, where a site is **UNSUITABLE**, it may be reclassified **PROVISIONALLY SUITABLE** if a special investigation indicates that a modified or alternative system can be installed in accordance with Rules .1956 or .1957 of this Section.

(d) A site classified as **UNSUITABLE** may be used for a ground absorption sewage treatment and disposal system specifically identified in Rules .1955, .1956, or .1957 of this Section or a system approved under Rule .1969 if written documentation, including engineering, hydrogeologic, geologic or soil studies, indicates to the local health department that the proposed system can be expected to function satisfactorily. Such sites shall be reclassified as **PROVISIONALLY SUITABLE** if the local health department determines that the substantiating data indicate that:

- (1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
- (2) the effluent will not contaminate groundwater or surface water, and
- (3) the effluent will not be exposed on the ground surface or be discharged to surface waters where it could come in contact with people, animals, or vectors.

The State shall review the substantiating data if requested by the local health department.

*History Note: Authority G.S. 130A-335(e);
Eff. July 1, 1982;
Amended Eff. April 1, 1993; January 1, 1990.*