

VARIANCE OR APPEAL APPLICATION



TOWN OF CHAPEL HILL
Planning Department
405 Martin Luther King Jr. Blvd.
phone (919) 969-5066 fax (919) 969-2014
www.townofchapelhill.org

Parcel Identifier Number (PIN): 9798175393 Date: 5/4/18

Section A: Project Information

Project Name: Hammer Residence
Property Address: 807 Old Mill Road Zip Code: 27514
Existing Zoning District: Greenwood Neighborhood Conservation
Project Description: Request for variance to maximum floor area
in Greenwood NCD for construction of a new single-family residence

Section B: Applicant, Owner, and/or Contract Purchaser Information

Applicant Information (to whom correspondence will be mailed):

Name: Loyd Builders, LLC - McKenzie Olmsted
Address: 2501 Reliance Ave.
City: Apex State: NC Zip Code: 27539
Phone: 919/387-1455 Email: mckenzie@loydbuilders.com

The undersigned applicant hereby certifies that, to the best of their knowledge and belief, all information supplied with this application is true and accurate.

Signature: [Signature] Date: 5-4-18

Owner/Contract Purchaser Information:

☒ Owner

☐ Contract Purchaser

Name: Charles MacHammer and Julie Hammer
Address: 14003 Reynolds Court
City: Chapel Hill State: NC Zip Code: 27517
Phone: 919/448-4439 Email: machammer9@yahoo.com

The undersigned applicant hereby certifies that, to the best of their knowledge and belief, all information supplied with this application is true and accurate.

Signature: [Signature] Date: 5-4-18



**VARIANCE OR APPEAL APPLICATION
SUBMITTAL REQUIREMENTS**
TOWN OF CHAPEL HILL
Planning Department

Variances and Appeals may be granted by the Board of Adjustment for dimensional regulations, water and sewer regulations, steep slope regulations, house size limitations, Resource Conservation District regulations, Jordan Buffer regulations, and Watershed Protection District regulations. The following must accompany your application. Failure to do so will result in your application being considered incomplete.

☒	Application fee (<u>refer to fee schedule</u>)	Amount Paid \$ <u>600.00</u>
☒	Digital Files – provide digital files of all plans and documents	
☒	Mailing list of owners of property within 1,000 foot perimeter of subject property (<u>see GIS notification tool</u>)	
☒	Mailing fee for above mailing list	Amount Paid \$ <u>35.72</u>
☒	Written Narrative describing the proposal	
☒	Statement of Justification – see below for additional information	
☒	Recorded Plat or Deed of Property	
☒	Stream Determination – necessary for all submittals	
☒	Jurisdictional Wetland Determination – if applicable	
☒	Reduced Site Plan Set (reduced to 8.5" x 11")	

Type of Variance or Appeal (Choose one of the following):

- ☐ Dimensional Variance ☐ Water and Sewer Variance ☐ Steep Slope Variance

Statement of Justification: Respond to parts 1-7 of Subsection 4.12.2(a) of the Land Use Management Ordinance.

- ☒ House Size Variance

Statement of Justification: Respond to parts 1-7 of Subsection 4.12.2(b) of the Land Use Management Ordinance.

- ☐ Resource Conservation District Variance

Statement of Justification: Respond to parts A-I of Subsection 3.6.3(j)(4) of the Land Use Management Ordinance.

- ☐ Jordan Watershed Riparian Buffer Variance

Statement of Justification: Respond to parts A-C of Subsection 5.18.8(d)(1) of the Land Use Management Ordinance.

- ☐ Watershed Protection District Variance

Statement of Justification: Respond to parts 1-4 of Subsection 3.6.4(h)(2) of the Land Use Management Ordinance.

- ☐ Appeal

Standing: Explain to the Board how the applicant is an aggrieved party (NC General Statute Sec. 160A-388(b1)(1))

Statement of Justification: Provide justification for decision that is being appealed.

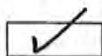


**VARIANCE OR APPEAL APPLICATION
SUBMITTAL REQUIREMENTS**
TOWN OF CHAPEL HILL
Planning Department

Plan Sets (2 copies to be submitted no larger than 24" x 36")

Plans should be legible and clearly drawn. All plan set sheets should include the following:

- Project Name
- Legend
- Labels
- North Arrow (North oriented toward top of page)
- Property Boundaries with bearing and distances
- Scale (Engineering), denoted graphically and numerically
- Setbacks
- Streams, RCD Boundary, Jordan Riparian Buffer Boundary, Floodplain, and Wetlands Boundary, where applicable



Area Map

- a) Overlay Districts
- b) 1,000 foot notification boundary



Detailed Site Plan

June 26th, 2018

Loyd Builders LLC
2501 Reliance Avenue
Apex NC 27539

Town of Chapel Hill
Planning Department

Project: 807 Old Mill Road

RE: Written narrative describing the proposal

Loyd Builders has submitted a plan for construction at 807 Old Mill Rd.

The request for variance is to increase the maximum allowable floor area to 9,175 sqft. The maximum floor area allowed at 807 Old Mill Rd. is 7,349 sq. ft. by Appendix B, Division 2 (Greenwood NCD) of the Chapel Hill Land Use Management Ordinance. We are requesting a variance to exceed the maximum floor area by 1,826 sq. ft. for a total of 9,175 sq. ft.

The natural slope of this lot will require 8'+ foundation walls which makes the structure conducive to a full basement. Due to the fact that there will be so much volume under the home the idea with the design of the residence was to maximize the basement space, thus reducing the amount of area that the owner's required on the 1st and 2nd floor which would allow for a smaller footprint and an overall less obtrusive structure as visible from the street and surrounding properties. Maximizing the area of the home built below grade allows for construction of a structure that is more fitting to the streetscape than an alternative design without a basement.

The "above grade" floor area of the home is 5,860 sqft and does not exceed the maximum floor area allowed. The variance request is to exceed the maximum floor area by 1,826 sqft to accommodate the full "below grade" floor area of the home which is a total of 3,315 sqft.

The Design Guidelines for the Greenwood Neighborhood Conservation District has a section titled "Building Height and Mass." It references building homes that "maintain the general character of the street." The intent of our design was from the street to create a home with less visible "mass." A complete redraw of this plan could be completed which the "basement space" is eliminated. The foundation walls would still need to be the same size but under the home would be crawlspace (no poured concrete slab or floor.) With this alternative design the size of the 1st and 2nd floor would increase to make up for the lot space in the basement. So while the "floor area" has decreased to meet the ordinance criteria the building footprint, impervious area and structure visible from the street has increased in size. This seems to be counter-intuitive to the intent of the guidelines.

May 3rd, 2018

Loyd Builders LLC
2501 Reliance Avenue
Apex NC 27539

Town of Chapel Hill
Planning Department

Project: 807 Old Mill Road

RE: Statement of Justification

The following are items listed in LUMO – 4.12.2 Variances (a):

- 1) Unnecessary hardship would result from the strict application of the ordinance.**
Strict application on this ordinance will present an unnecessary hardship in the design of the home. The natural slope of this lot is conducive to a full basement foundation. Not building a basement on the lot is impractical and poor utilization of the property resulting in a larger overall footprint and impervious area.
- 2) The hardship results from conditions that are peculiar to the property due to the natural topography.** There is 15' of fall from the front of this property to the rear. A tall foundation is required which makes a basement the most practical solution.
- 3) The hardship does not result from actions taken by the homeowner.**
The topography and size of the lot creates a circumstance where a variance seems reasonable to better fulfill what seems to be the intent of the ordinance. All setbacks are met and the home's footprint is an appropriate size for the lot.
- 4) This requested variance is consistent with the spirit, purpose and intent of the ordinance.**
The request of this variance is to build a home that is fitting to the neighborhood and the lot. Utilizing a full basement to reduce the footprint and visible mass of the home is in keeping with the intent of the ordinance. This request has no impact on public safety.

ER
MK



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Bk:RB6440 Pg:537
03/27/2018 12:26:43 PM 1/18

FILED Mark Chilton
Register of Deeds, Orange Co., NC
Recording Fee: \$64.00
NC Real Estate TX: \$0.00

an

[Space Above This Line For Recording Data]

DEED OF TRUST

When recorded, return to:
First-Citizens Bank & Trust Company
Attn: Final Document Department
P.O. Box 11757
Columbia, SC 29211

9798-17-5393 RE

This document was prepared by:
First-Citizens Bank & Trust Company
1314 Park Street
Columbia, SC 29201
800-333-6888
and Charles H. Thibaut, Attorney

LOAN #: 40050897

MIN 1001134-0000010216-4

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 27, 2018, together with all Riders to this document.

(B) "Borrower" is CHARLES M HAMMER AND JULIE A HAMMER AS TRUSTEES OF THE HAMMER FAMILY TRUST, DATED AUGUST 18, 2011, HUSBAND AND WIFE.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is First-Citizens Bank & Trust Company.

Lender is a Corporation,
South Carolina,
29211.

organized and existing under the laws of
Lender's address is P.O. Box 11757, Columbia, SC

(D) "Trustee" is Neuse, Incorporated.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

NORTH CAROLINA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3034 1/01
Ellie Mae, Inc.

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NCEDEED 0316
NCEDEED (CLS)
03/23/2018 07:27 AM PST



Submitted electronically by "Bagwell Holt Smith P.A.-CHUCK"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Orange County Register of Deeds.



LOAN #: 40050897

(F) "Note" means the promissory note signed by Borrower and dated March 27, 2018. The Note states that Borrower owes Lender ONE MILLION SEVEN HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED AND NO/100***** Dollars (U.S. \$1,762,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2048.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|--|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☒ Other(s) [specify] |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider | |
| ☐ V.A. Rider | | Inter Vivos Trust Rider, Construction/ Permanent Loan Rider to Security Instrument |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Orange

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 9798175393

which currently has the address of 807 Old Mill Road, Chapel Hill,

[Street] [City]

North Carolina 27514 ("Property Address":
[Zip Code])

TO HAVE AND TO HOLD this property unto Trustee and Trustee's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS





LOAN #: 40050897

holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. If Borrower has breached any covenant or agreement in this Security Instrument and Lender has accelerated the obligations of Borrower hereunder pursuant to Section 22 then Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.





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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.





LOAN #: 40050897

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve, if permitted under Applicable Law, in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve, if permitted under Applicable Law. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, if permitted under Applicable Law, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.





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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security





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Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured





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hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, and if it is determined in a hearing held in accordance with Applicable Law that Trustee can proceed to sale, Trustee shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 0.00 % of the gross sale price; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to





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it. The interest rate set forth in the Note shall apply whether before or after any judgment on the indebtedness evidenced by the Note.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall cancel this Security Instrument. If Trustee is requested to release this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. Attorneys' fees must be reasonable.

BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Charles M. Hammer, As Trustee of The Hammer Family Trust

Dated August 18, 2011

3/27/18 (Seal)

CHARLES M HAMMER, AS TRUSTEE OF THE HAMMER FAMILY TRUST, DATED
AUGUST 18, 2011

Julie A. Hammer, As Trustee of the Hammer Family Trust

JULIE A HAMMER, AS TRUSTEE OF THE HAMMER FAMILY TRUST, DATED
AUGUST 18, 2011

Dated August 18, 2011

STATE of NORTH CAROLINA

}

} SS:

COUNTY of ORANGE

}

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document: CHARLES M HAMMER AND JULIE A HAMMER.

Date: 03/27/2018

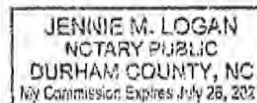
(Official Seal)

Jennie M. Logan
Official Signature of Notary

JENNIE M. LOGAN

Notary's printed or typed name, Notary Public

My commission expires: 07/26/2021



Lender: First-Citizens Bank & Trust Company
NMLS ID: 603941
Loan Originator: Erik Hayes Taylor
NMLS ID: 561167





LOAN #: 40050897
MIN: 1001134-0000010216-4

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In The Wall Street Journal)-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27th day of March, 2018, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to First-Citizens Bank & Trust Company, a Corporation

(“Lender”)
of the same date and covering the property described in the Security Instrument and located at: 807 Old Mill Road, Chapel Hill, NC 27514.

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 4.000 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of April, 2028, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-FOURTH percentage point(s) (2.250 %) (the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.





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(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.000 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 month(s). My interest rate will never be greater than 9.000 % or less than the Margin.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.





LOAN #: 40050897

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Charles M. Hammer, As Trustee of the Hammer
Family Trust, Dated August 18, 2011 3/27/18 (Seal)
CHARLES M. HAMMER, AS TRUSTEE OF THE HAMMER FAMILY TRUST, DATED DATE
AUGUST 18, 2011

Julie A. Hammer, As Trustee of the Hammer Family Trust, 3/27/18 (Seal)
JULIE A. HAMMER, AS TRUSTEE OF THE HAMMER FAMILY TRUST, DATED DATE
AUGUST 18, 2011 Dated August 18, 2011





LOAN #: 40050897

INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER

(A) "Revocable Trust" means The Hammer Family Trust, dated August 18, 2011

created under trust instrument dated

(B) "Revocable Trust Trustee(s)" means Charles M Hammer AND Julie A Hammer

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means

settlor(s) of the Revocable Trust.

(D) "Lender" means First-Citizens Bank & Trust Company, a Corporation

(E) "Security Instrument" means the Deed of Trust, Mortgage, or Security Deed, and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property" means the property described in the Security Instrument and located at: 807 Old Mill Road
Chapel Hill, NC 27514

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 27th day of March, 2018 and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.





LOAN #: 40050897

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.

Charles M. Hammer, As Trustee of the Hammer
Family Trust, Dated August 18, 2011 3/27/18 (Seal)
CHARLES M HAMMER, AS TRUSTEE OF THE HAMMER FAMILY TRUST, DATED DATE
AUGUST 18, 2011

Julie A. Hammer As Trustee of the Hammer Family Trust 3/27/18 (Seal)
JULIE A HAMMER, AS TRUSTEE OF THE HAMMER FAMILY TRUST, DATED DATE
AUGUST 18, 2011 Dated August 18, 2011





CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT

(To be recorded with Security Instrument)

THIS RIDER is made **03/27/2018** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to First-Citizens Bank & Trust Company, (the "Lender"), whose address is 1314 Park St., Columbia, SC 29201 of the same date and covering the property described in the Security Instrument and located at:

807 Old Mill Road, Chapel Hill, NC 27514

(PROPERTY ADDRESS)

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. **Residential Construction Loan Agreement.** Borrower's Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Residential Construction Loan Agreement (the "Loan Agreement") between Lender and Borrower dated the same date as the Note. The Loan Agreement provides for construction of certain improvements on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest at the Construction Phase Note Rate, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, and the Loan Agreement, and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Agreement. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, become immediately due and payable in full.
2. **Future Advances.** During the construction of the improvements (the "Construction Phase"), interest will accrue on the outstanding Principal according to the terms set forth in the Note and the Construction Loan Addendum to Note. Provided there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, Lender is legally obligated to make advances of principal upon application therefore by the Borrower in accordance with the provisions of the Note and Loan Agreement up to a maximum Principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in the Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Phase, but in no event after 360 months from the date of this Rider.
3. **Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary, and deliver to Lender assignments of any and all rights or claims which relate to the construction on the Property.
4. **Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.

8/2007

5. **Permanent Mortgage Date.** On the day the Construction Phase ends, the loan evidenced by the Note will be a permanent mortgage loan ("Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.
6. **Security Agreement and Financing Statement.** The property covered by this Security Instrument includes the Property previously described or referred to in the Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property or the Improvements, and all replacements of an accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Documents, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

This Security Instrument is and shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in addition to and not in limitation of the other rights and remedies afforded Lender and/or Trustee under this Security Instrument. Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in the Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under applicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, security agreement, or (unless otherwise required by applicable law) a financing statement.

Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for borrower.

7. **Invalid Provisions.** If any provision of this Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.



8. **Paragraph 6 of the Security Instrument.** The first sentence of Paragraph 6 of the Security Instrument is hereby modified to read as follows:

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the end of the Construction Phase and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

All other provisions in Paragraph 6 of this Security Instrument remain unchanged.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this **RIDER TO MORTGAGE.**

Charles M. Hammer individually and as Trustee of *The Hammer Family Trust, dated August 18, 2011*

Borrower - Charles M. Hammer individually and as trustee of The Hammer Family Trust, dated August 18, 2011 North Carolina An Inter Vivos Trust

Julie A. Hammer individually and as trustee of *The Hammer Family Trust, dated August 18, 2011 North Carolina An Inter Vivos Trust*
Borrower - Julie A. Hammer individually and as trustee of The Hammer Family Trust, dated August 18, 2011 North Carolina An Inter Vivos Trust Trust

Borrower -

Borrower -

Borrower -

Borrower -

8/2007



EXHIBIT A

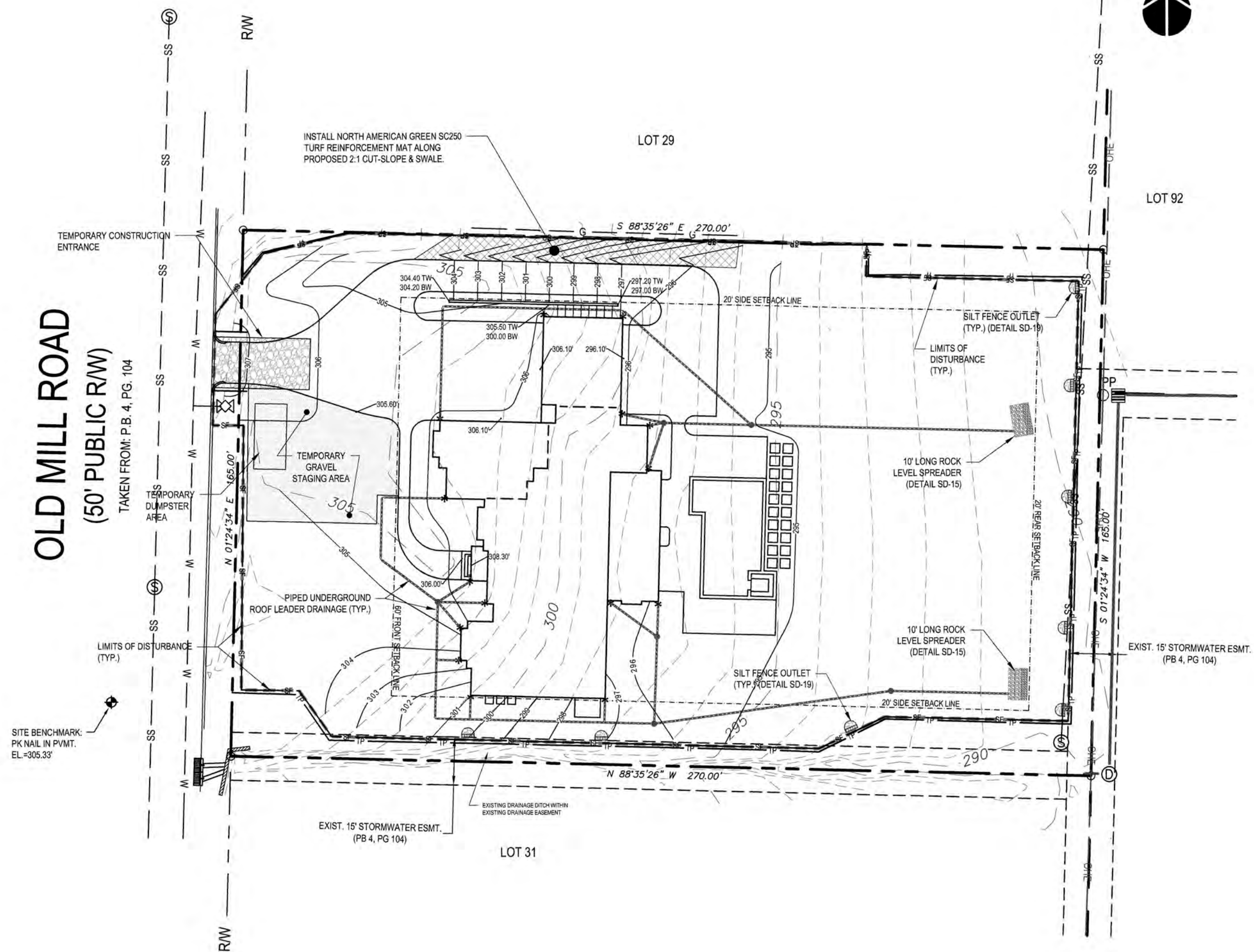
LEGAL DESCRIPTION

All of that certain lot or parcel of land situated, lying and being on the East side of Old Mill Road and known and designated as Lot No. 30 of GREENWOOD DEVELOPMENT as surveyed by E. C. Leonard, Registered Surveyor, in December 1948, plot of which is on file on the Office of the Register of Deeds of Orange County on Plot Book 4 at Page 104 and more particularly described as BEGINNING at a stake in the East property line of the said road, the Northwest corner of Lot No. 31; running thence with the line of the said lot South 84° 36' East 270 feet to a stake in the line of Lot No. 92; running thence with the line of Lots Nos. 92 and 93 North 5° 24' East 165 feet to a stake, the Southeast corner of Lot No. 29; running thence with the line of the said lot North 84° 36' West 270 feet to a stake in the East property line of the said road; running thence along the East property line of the said road South 5° 24' West 165 feet to the beginning.

PIN: 9798-17-5393

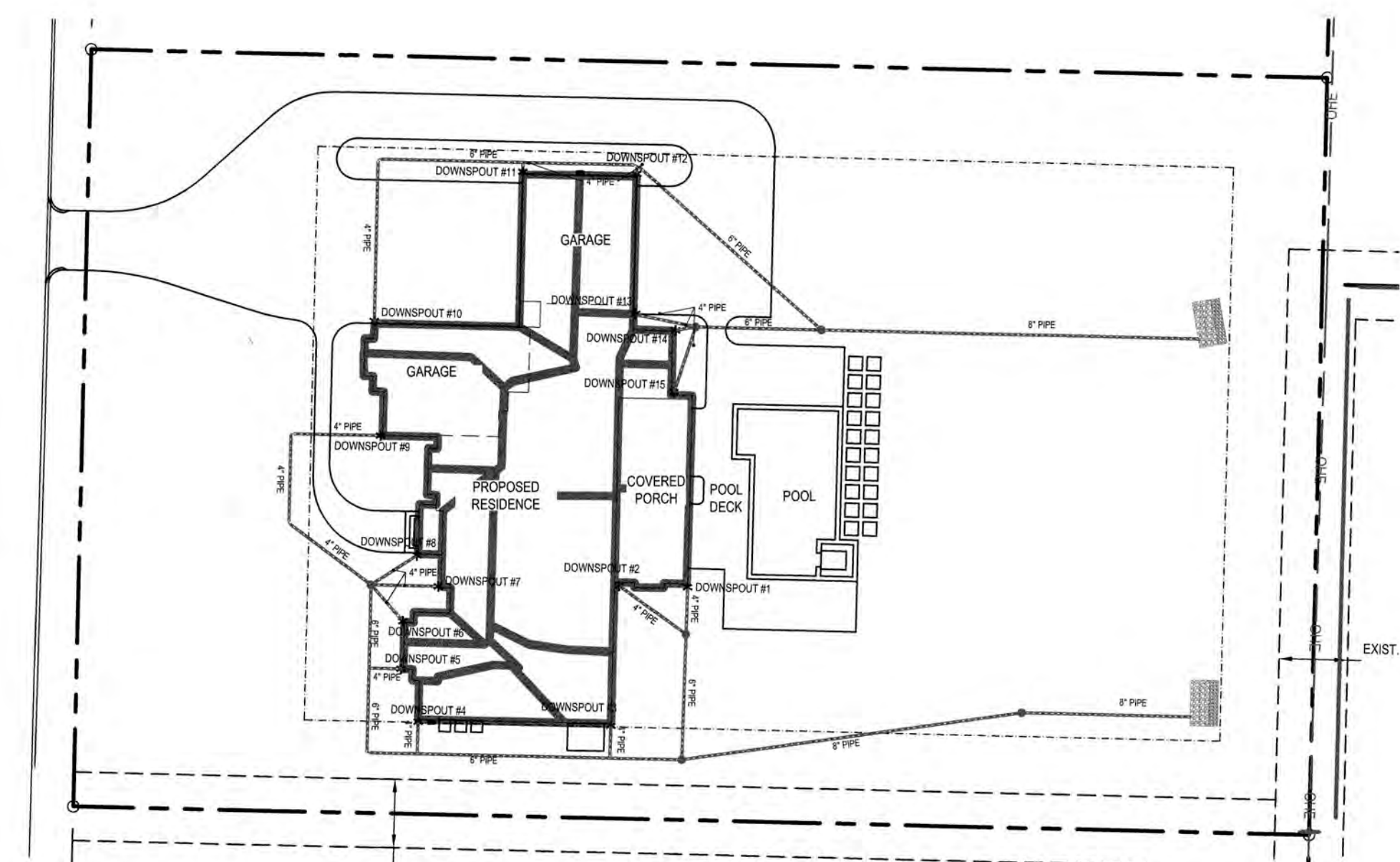


OLD MILL ROAD
(50' PUBLIC R/W)



EROSION CONTROL PLAN
(JORDAN LAKE WATERSHED VIA LITTLE CREEK)

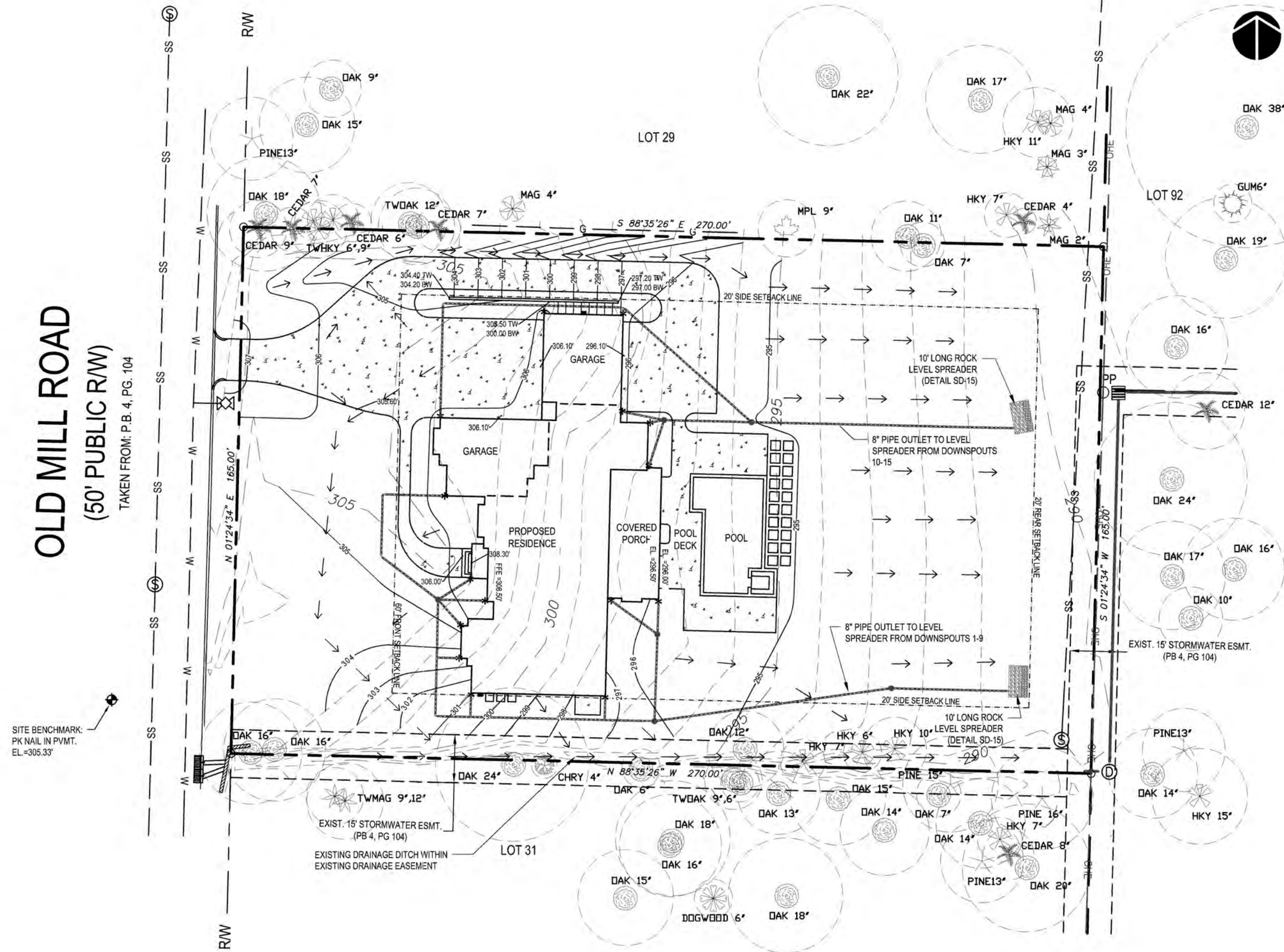
- AREA CALCULATED BY COORDINATE METHOD.
- AVERAGE DISTURBANCE WIDTH X DEPTH = 153.4' X 259.0' = 39,731 SF (0.91 AC.).
- SEE SHEET 3 FOR DISTURBED AREA COMPUTATION MAP & CHART.



ROOF DRAINAGE EXHIBIT

DOWNSPOUT AREA CHART	
DOWNSPOUT	ROOF DRAINAGE AREA (SF)
1	331
2	869
3	308
4	286
5	129
6	86
7	315
8	131
9	578
10	342
11	448
12	376
13	820
14	77
15	402

OLD MILL ROAD
(50' PUBLIC R/W)



GRADING PLAN

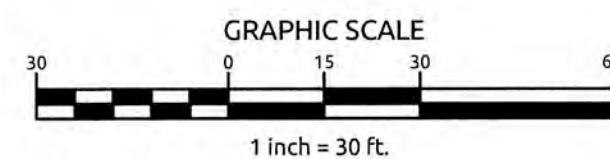
LEGEND	
	EX. RIGHT OF WAY
	PROPERTY LINE
	ADJOINING PROPERTY LINE
	BUILDING SETBACK LINE
	EX. MAJOR & MINOR CONTOUR LINES
	EX. DRAINAGE FLOW ARROWS
	TREE PROTECTION FENCING (DETAIL 1)
	LIMITS OF LAND DISTURBANCE
	SILT FENCE (DETAIL SD-18)
	PROP. MAJOR & MINOR CONTOUR LINES
	PROP. DRAINAGE FLOW ARROWS
	DOWNSPOUT LOCATION
	ROCK LEVEL SPREADER (DETAIL SD-15)
	ROOF LEADER PIPING
	PROP. CONCRETE
	CONSTRUCTION ENTRANCE (DETAIL E-1)
	TEMPORARY STAGING AREA

EROSION CONTROL NOTES:

- NO WORK MAY BEGIN UNTIL A LAND DISTURBANCE PERMIT IS ISSUED.
- ALL INDIVIDUAL LOT EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH ORANGE COUNTY AND TOWN OF CHAPEL HILL REQUIREMENTS.
- SILT FENCE SHALL BE INSTALLED ALONG THE LOW SIDE(S) OF THE LOT SUCH THAT ALL RUNOFF FROM DISTURBED AREAS WILL BE PROTECTED BY SILT FENCE PRIOR TO CROSSING ANY LOT LINE.
- SILT FENCE OUTLETS SHALL BE INSTALLED AT ANY LOCATION WHERE RUNOFF LEAVES THE PROPERTY IN A CONCENTRATED FLOW CONDITION SUCH AS SWALES, DITCHES OR ANY OTHER SIMILAR TOPOGRAPHIC DRAINAGE FEATURE.
- ALL DISTURBED AREAS THAT ARE SUBJECT TO EROSION AND MOVEMENT OF SEDIMENT OFFSITE FROM THE LOT MUST BE PROVIDED WITH GROUND COVER OR OTHER PROTECTIVE MEASURES SUFFICIENT TO RESTRAIN EROSION AND CONTROL OFF-SITE SEDIMENTATION.
- THE ORANGE COUNTY EROSION CONTROL INSPECTOR MAY REQUIRE ADDITIONAL EROSION CONTROL MEASURES OR MODIFICATIONS TO THE EROSION CONTROL PLAN BASED ON FIELD CONDITIONS.

GENERAL NOTES:

- NOT FOR RECORDATION OR CONVEYANCE OR SALE.
- THE PROPERTY IS NOT LOCATED IN THE 100 YEAR FLOODPLAIN PER F.I.R.M. MAP NO. 3710979800 K, PANEL 9798, EFFECTIVE DATE FEBRUARY 2, 2007.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF CHAPEL HILL STANDARD SPECIFICATIONS AND DETAILS AND THE NORTH CAROLINA BUILDING CODE.
- LOT 30 IS PART OF GREENWOOD EXT. (CHAPEL HILL) SUBDIVISION. BOUNDARY INFORMATION SHOWN IS BASED ON THE FINAL PLAT BY E.C. LEONARD, REGISTERED SURVEYOR BOOK 4, PAGE 104.
- PROPERTY AND SURROUNDING INFORMATION SHOWN BASED UPON SITE SURVEY BY WITHERSRAVENEL, INC. ELEVATIONS SHOWN BASED ON ASSUMED ELEVATION OF 305.33' AT PROJECT BENCHMARK AS SHOWN ON PLAN.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. LOCATION OF EXISTING UTILITIES SHOWN ON PLANS IS BASED ON BEST AVAILABLE INFORMATION BUT CAN BE CONSIDERED ONLY APPROXIMATE.
- 1/2" EXPANSION JOINT SHALL BE PLACED AT EVERY ASPHALT TO CONCRETE TRANSITION.
- ROOF DRAINAGE BOUNDARIES DELINEATIONS BASED ON ROOF FRAMING PLAN FOR LOT 30 OLD MILL ROAD, BY ENGINEERING TECH ASSOCIATES, P.A., DATED 01/10/2018 FOR LOYD BUILDERS.

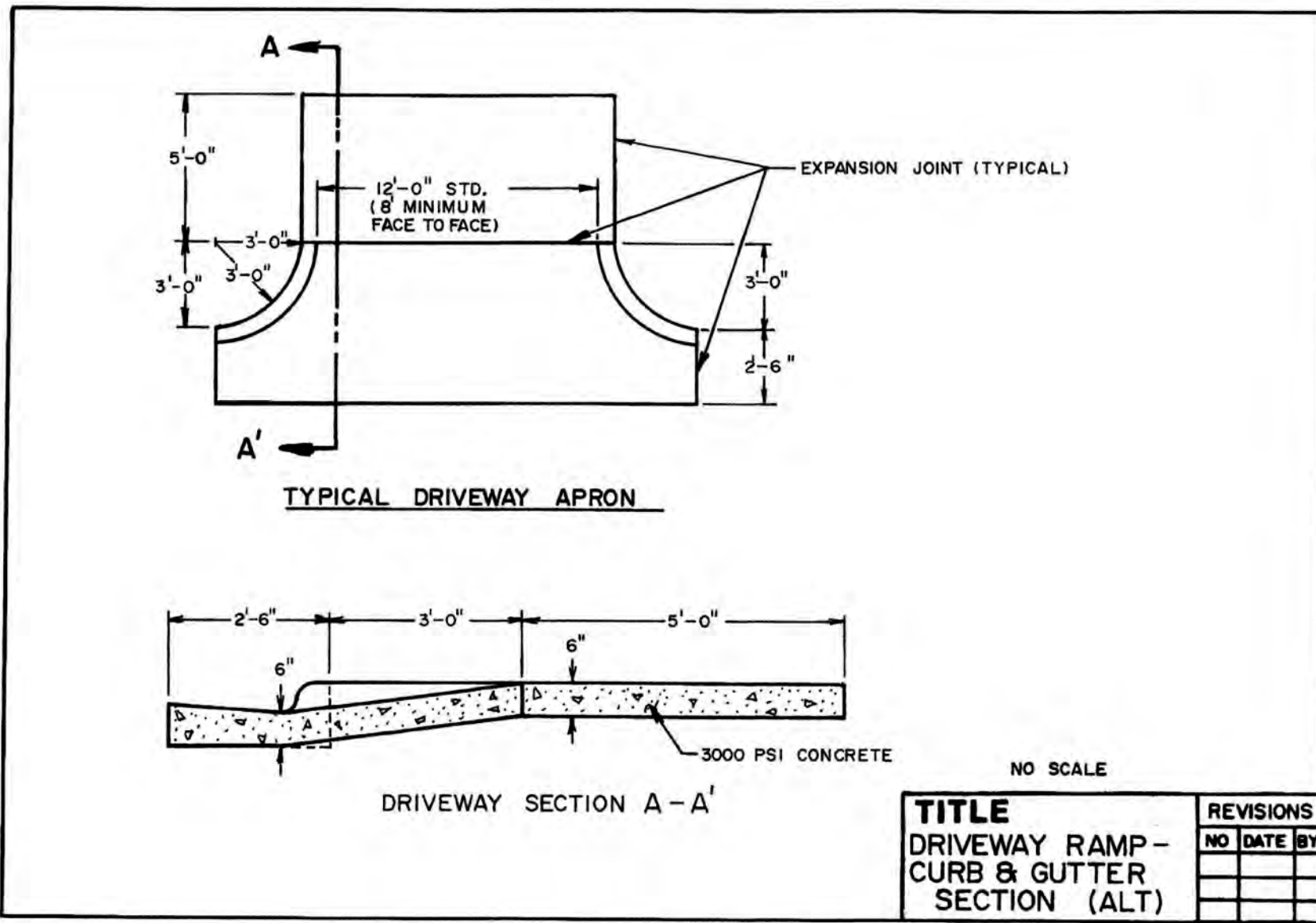


No.	Revision	Date	By	Designer	Scale
1	PER ORANGE COUNTY EROSION CONTROL REVIEW COMMENTS	03/28/18	BDH	BDH	1"=30'
2	NOTED AS 'REVISION PLAN' PER ORANGE COUNTY COMMENTS	04/03/18	BDH	BDH	

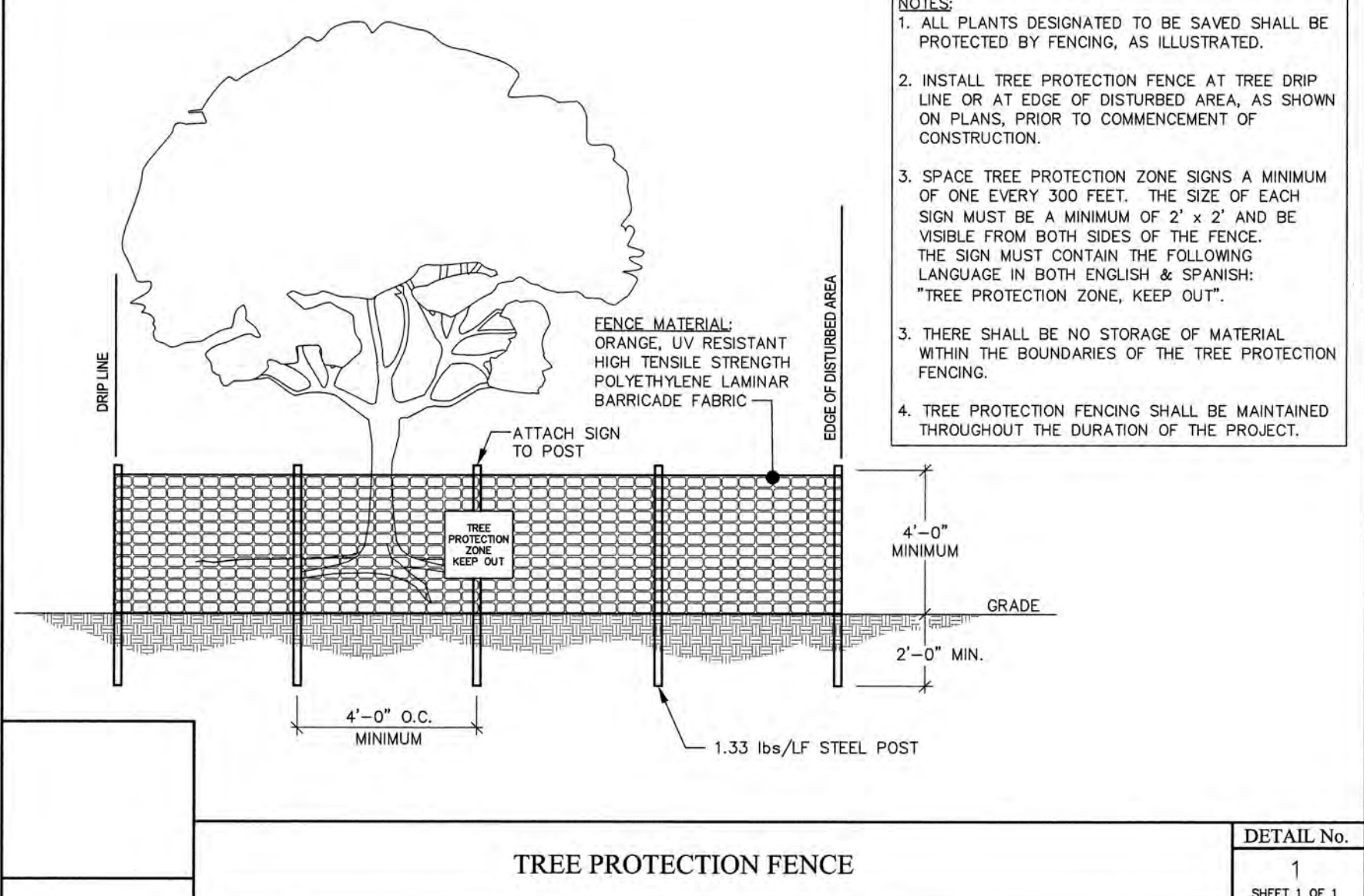
LOT 30 GREENWOOD	
807 OLD MILL ROAD, CHAPEL HILL, NC, 27514 (PIN: 9798175393)	
PROPERTY OF MAC HAMMER AND JULIE HAMMER; PREPARED FOR LOYD BUILDERS, INC.	
TOWN OF CHAPEL HILL	ORANGE COUNTY
NORTH CAROLINA	

EROSION CONTROL AND GRADING PLAN
(REVISION PLAN)

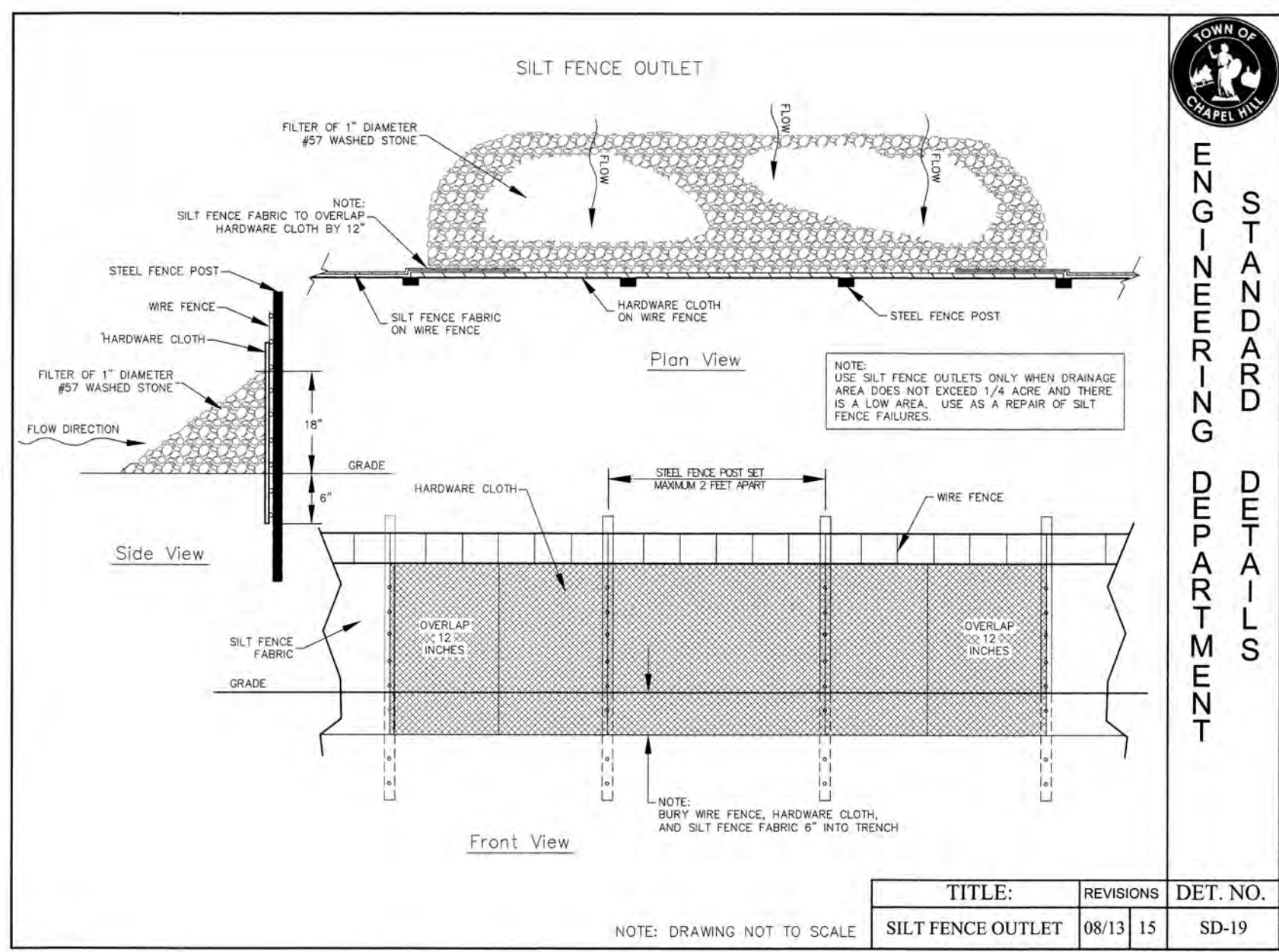




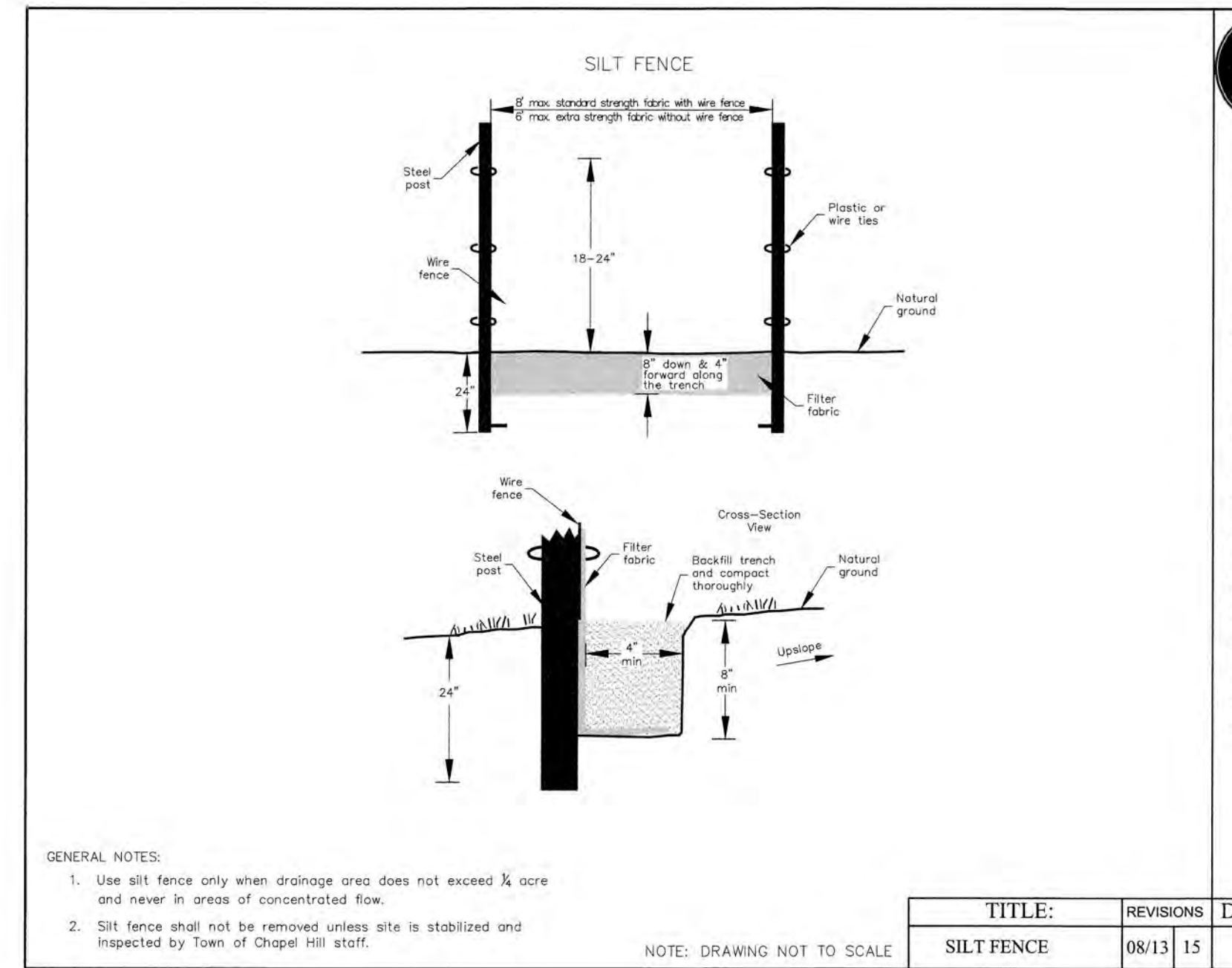
STANDARD
ENGINEERING
DEPARTMENT
DETAILS
DET.NO. D-7



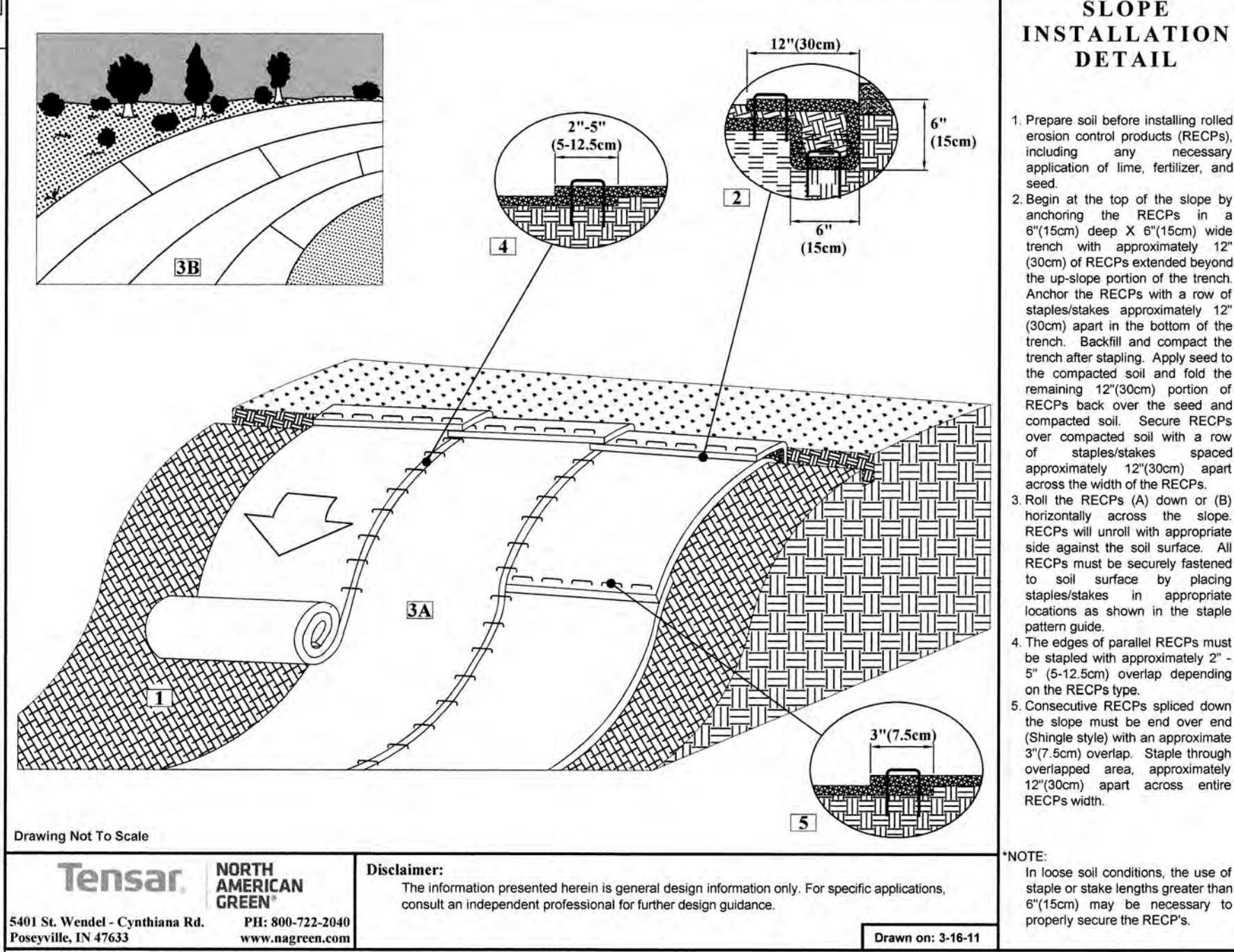
STANDARD
ENGINEERING
DEPARTMENT
DETAILS
DET.NO. 1



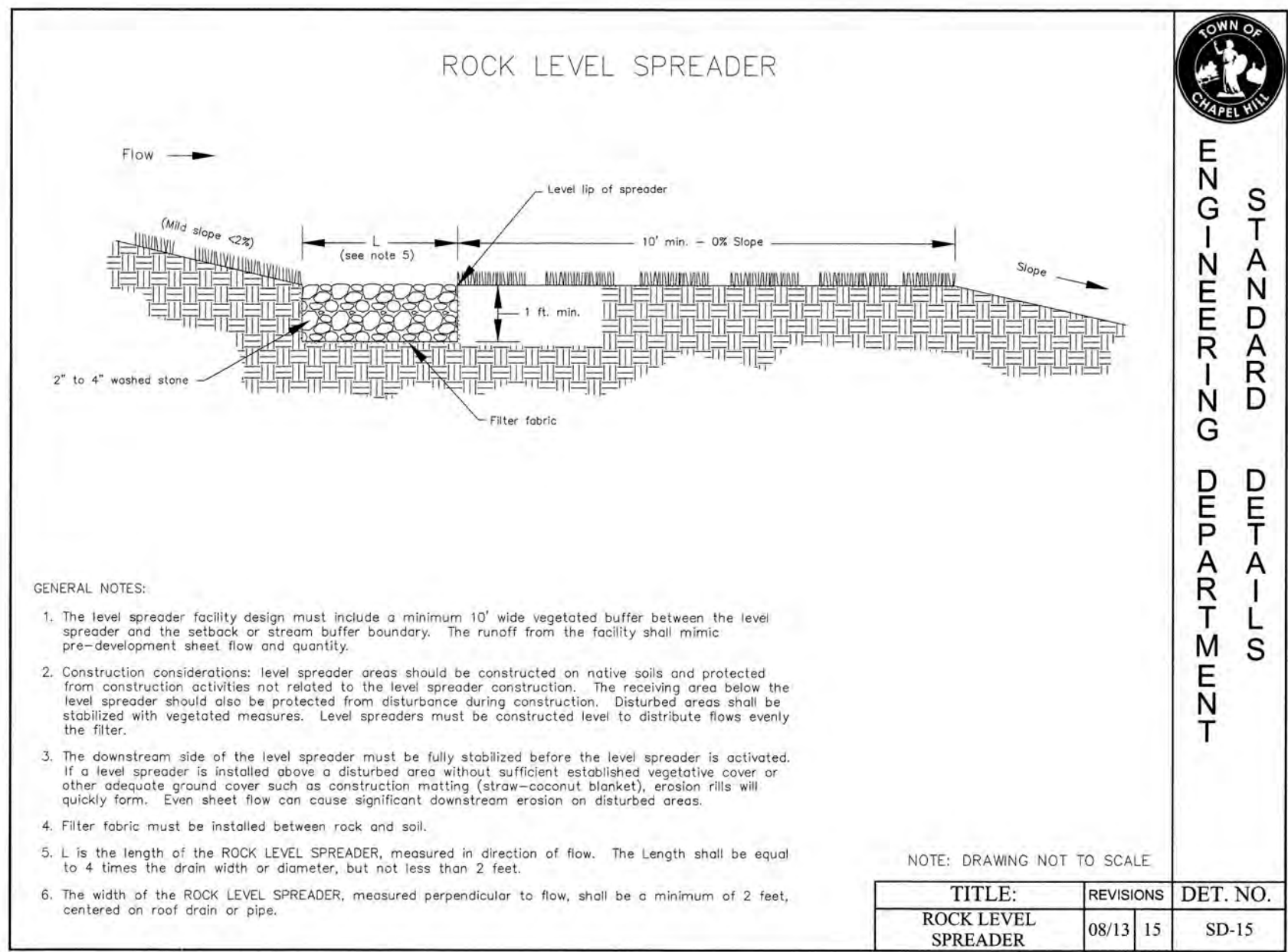
STANDARD
ENGINEERING
DEPARTMENT
DETAILS
DET.NO. SD-19



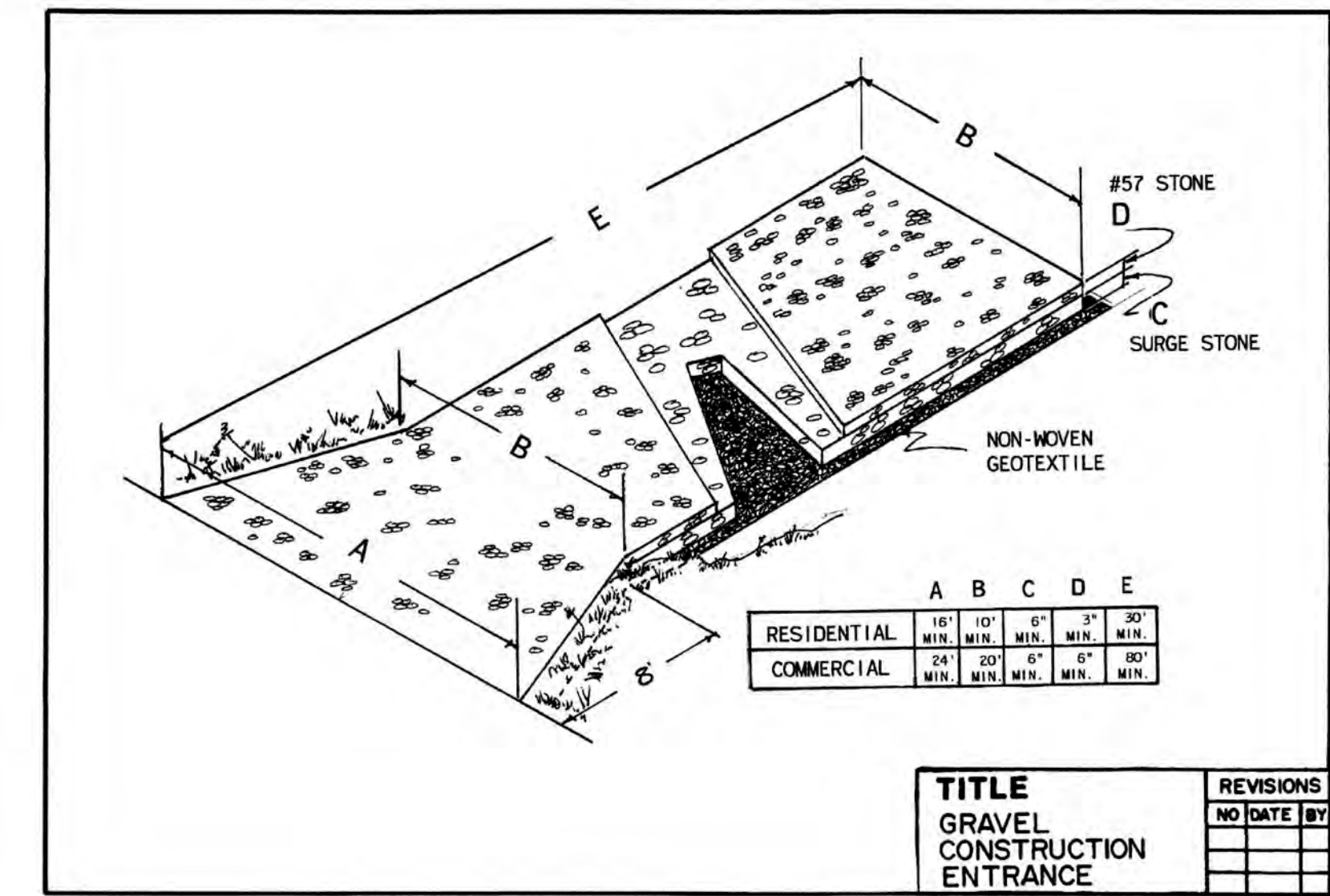
STANDARD
ENGINEERING
DEPARTMENT
DETAILS
DET.NO. SD-18



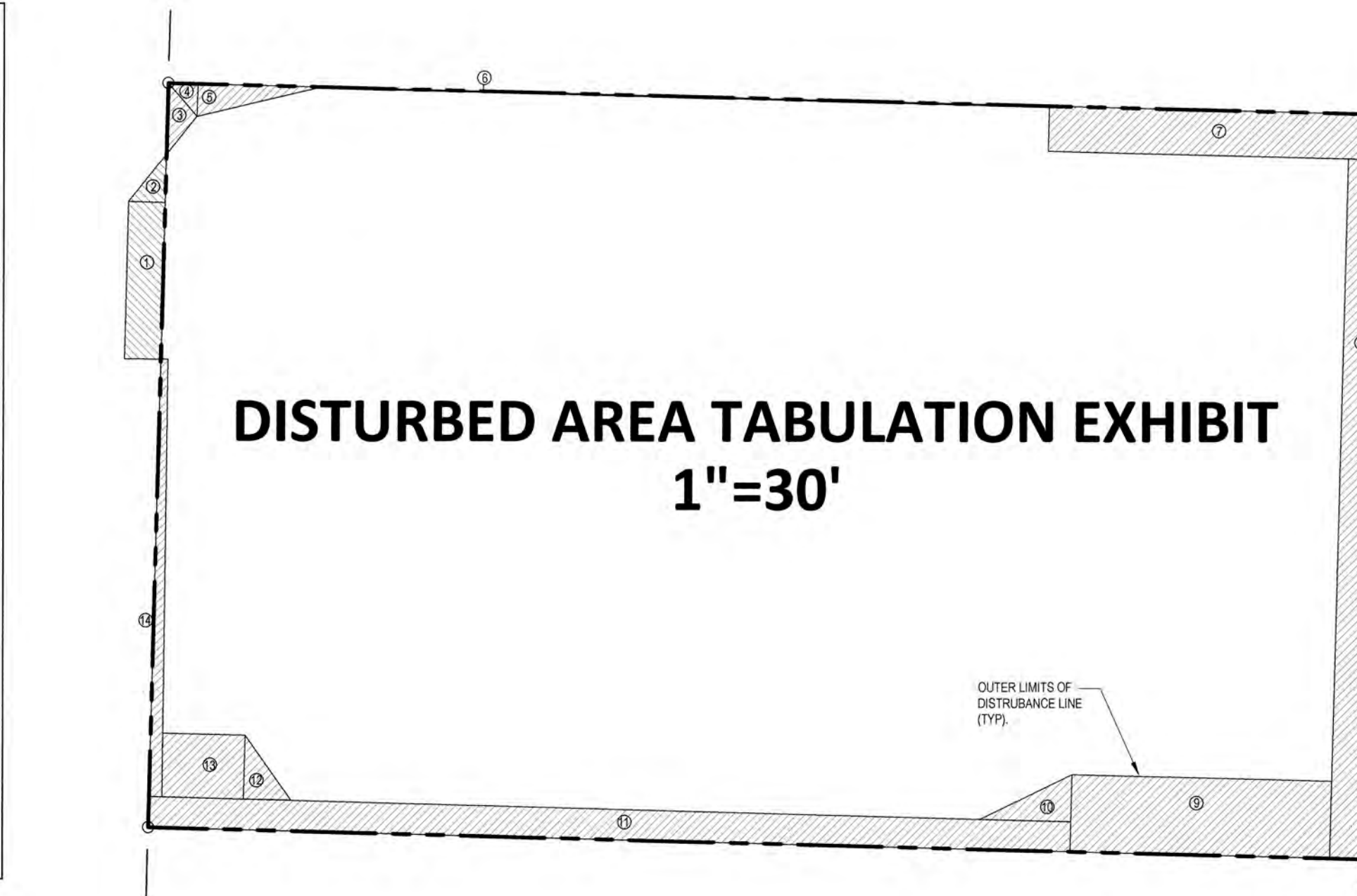
STANDARD
ENGINEERING
DEPARTMENT
DETAILS
DET.NO. 1



STANDARD
ENGINEERING
DEPARTMENT
DETAILS
DET.NO. SD-15



STANDARD
ENGINEERING
DEPARTMENT
DETAILS
DET.NO. E-1



LIMITS OF DISTURBANCE CALC			
AREA #	SHAPE	DIMENSIONS	LAND AREA (SF)
LOT	RECTANGLE	270x165	44550
1	RECTANGLE	8.1X34.7	281
2	TRIANGLE	0.5x8.1x10.6	42
3	TRIANGLE	0.5x10.9x9.8	-53
4	TRIANGLE	0.5x7.2x6.5	-23
5	TRAPEZOID	0.5x(7.2+0.24)x27.4	-102
6	RECTANGLE	0.24x162.7	-39
7	RECTANGLE	10.1x74.25	-750
8	RECTANGLE	7.5x155	-1162
9	RECTANGLE	17x57.7	-980
10	TRIANGLE	0.5x20.3x10.4	-105
11	RECTANGLE	6.8x204.9	-1393
12	TRIANGLE	0.5x141x10.5	-255
13	RECTANGLE	18.1x14.1	-74
14	TRAPEZOID	0.5x(2.8+1.5)x97	-208
TOTAL			39,731 (0.91 AC.)

GROUND COVER STABILIZATION SCHEDULE		
SITE AREA DESCRIPTION	STABILIZATION TIME FRAME	STABILIZATION TIME FRAME EXCEPTIONS
PERMETER DICES, SWALES, DITCHES & SLOPES	7 DAYS	NONE
HIGH QUALITY WATER (HOW) ZONES	7 DAYS	NONE
SLOPES STEEPER THAN 3:1	7 DAYS	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED.
SLOPES 3:1 OR FLATTER	14 DAYS	7 DAYS FOR SLOPES GREATER THAN 50 FEET IN LENGTH
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14 DAYS	NONE (EXCEPT FOR PERMETERS AND HOW ZONES)

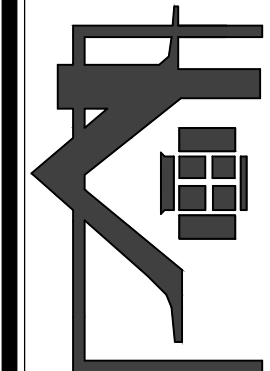
SEAL
23484
BRADLEY D. HART
2/10/18

LOT 30 GREENWOOD
807 OLD MILL ROAD, CHAPEL HILL, NC, 27514 (PIN: 9798175393)
PROPERTY OF MAC HAMMER AND JULIE HAMMER ; PREPARED FOR LOYD BUILDERS, INC.
TOWN OF CHAPEL HILL ORANGE COUNTY NORTH CAROLINA

DETAILS SHEET
(REVISION PLAN)

WithersRavenel
Engineers | Planners | Surveyors
115 MacKenzie Drive | Cary, NC 27511 | P: 919.469.3340 | license #: C-0832 | www.withersravenel.com

Sheet No.
3 of 3



www.frazierhomedesign.com

FRAZIER HOME DESIGN, LLC.

900 RIDGEFIELD DRIVE, STE. 170

RALEIGH, NC 27609

OFFICE: (919)-424-7245

LOYD BUILDERS HAMMER RESIDENCE

DATE: 11/15/2017

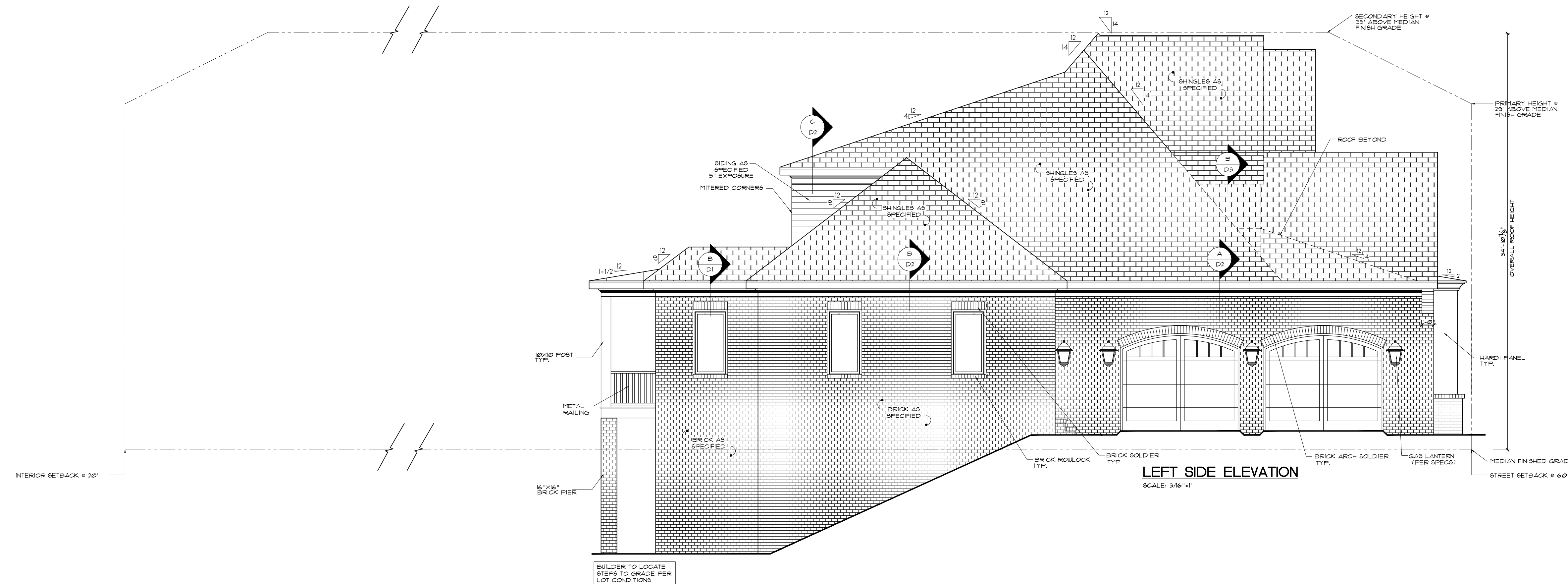
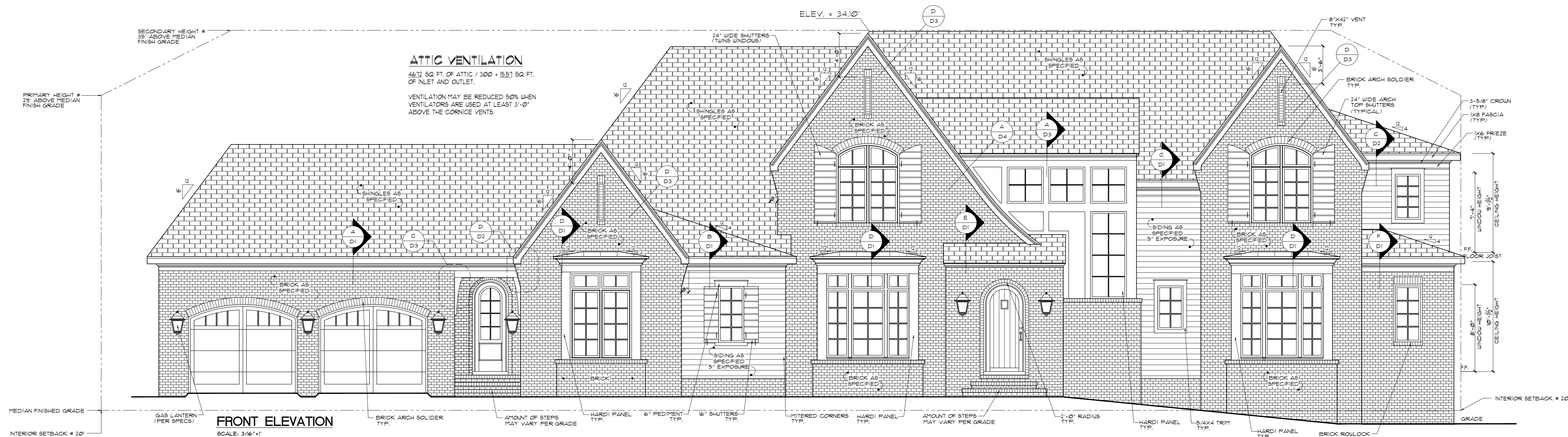
DRAWN BY: JN

REVISION DATE: 12/05/2017 KM

ELEVATIONS

SHEET NO.

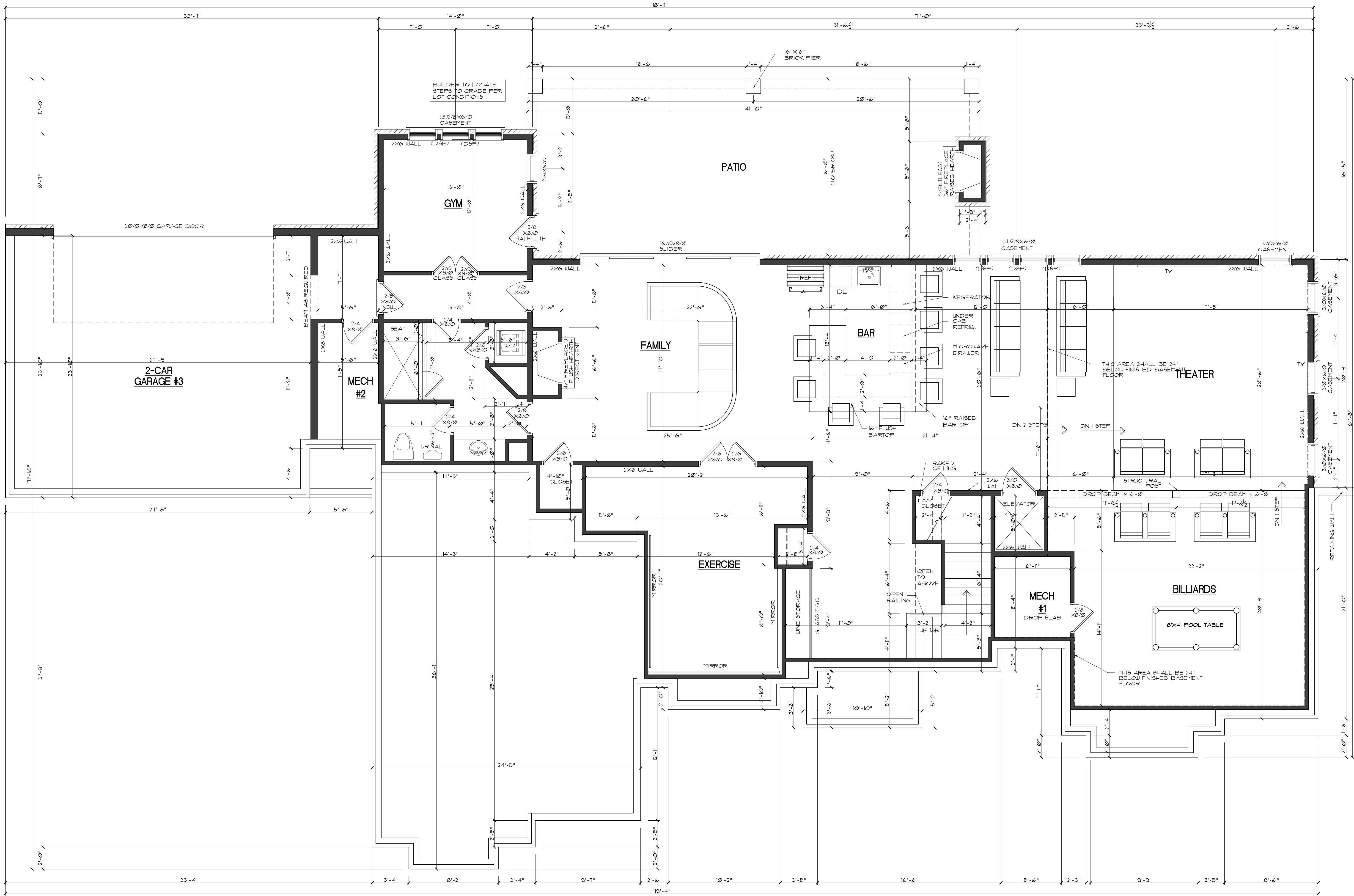
A1



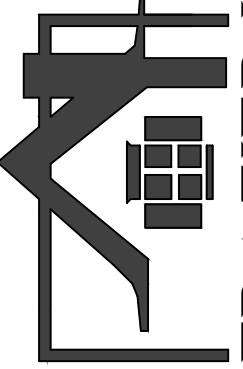
LOYD BUILDERS
HAMMER RESIDENCE

DATE:	11/15/2017
DRAWN BY:	JN
REVISION DATE:	12/05/2017 KM
ELEVATIONS	
SHEET NO. A2	





BASEMENT
SCALE: 1/4"=1'

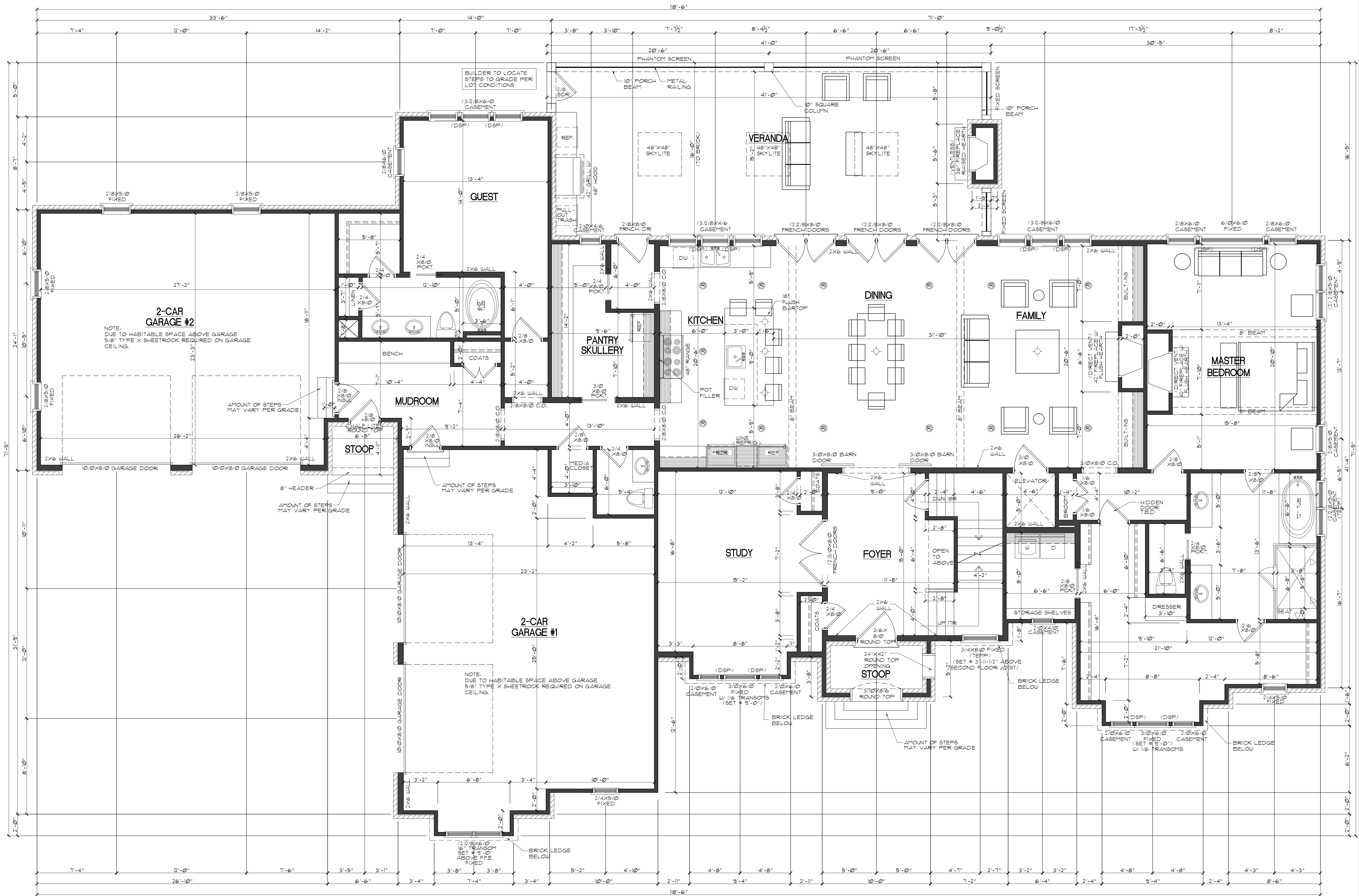
 www.frazierhomedesign.com
FRAZIER HOME DESIGN, LLC.
900 RIDGEFIELD DRIVE, STE. 170
RALEIGH, NC 27609
OFFICE: (919)-424-7245

**LOYD BUILDERS
HAMMER RESIDENCE**

DATE:	11/15/2017
DRAWN BY:	JN
REVISION DATE:	12/05/2017 KM

BASEMENT

SHEET NO.
A3



FIRST FLOOR
SCALE: 1/4"=1'

FLOOR AREA:	
BASMENT HTD. *	3059#
FIRST FLOOR HTD. *	3230#
SECOND FLOOR HTD. *	2241#
TOTAL HEATED *	8630#
FRONT STOOP *	52#
2 CAR GARAGE #1 *	144#
2 CAR GARAGE #2 *	63#
VERANDA *	155#
PATIO *	647#
UN-FIN STORAGE *	306#

GENERAL NOTES

WALLS:
ALL WALLS ARE DRAWN 4" THICK UNO.
ANGLED WALL ARE DRAWN #45° UNO.
SMOKE DETECTORS:
LOCATION AND NUMBER OF DETECTORS SHALL CONFORM TO NEC.

EGRESS:

ALL BEDROOMS MUST HAVE AT LEAST ONE WINDOW WHICH CONFORMS TO R-310 OF THE NC. BLDG. CODE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY CHOSEN WINDOWS MEET EGRESS REQUIREMENTS AS MANUFACTURERS VARY.

ATTIC ACCESS:

MIN. ATTIC ACCESS SHALL BE PROVIDED BY BUILDER AND LOCATED ON SITE.

WALL/CEILING HGT.

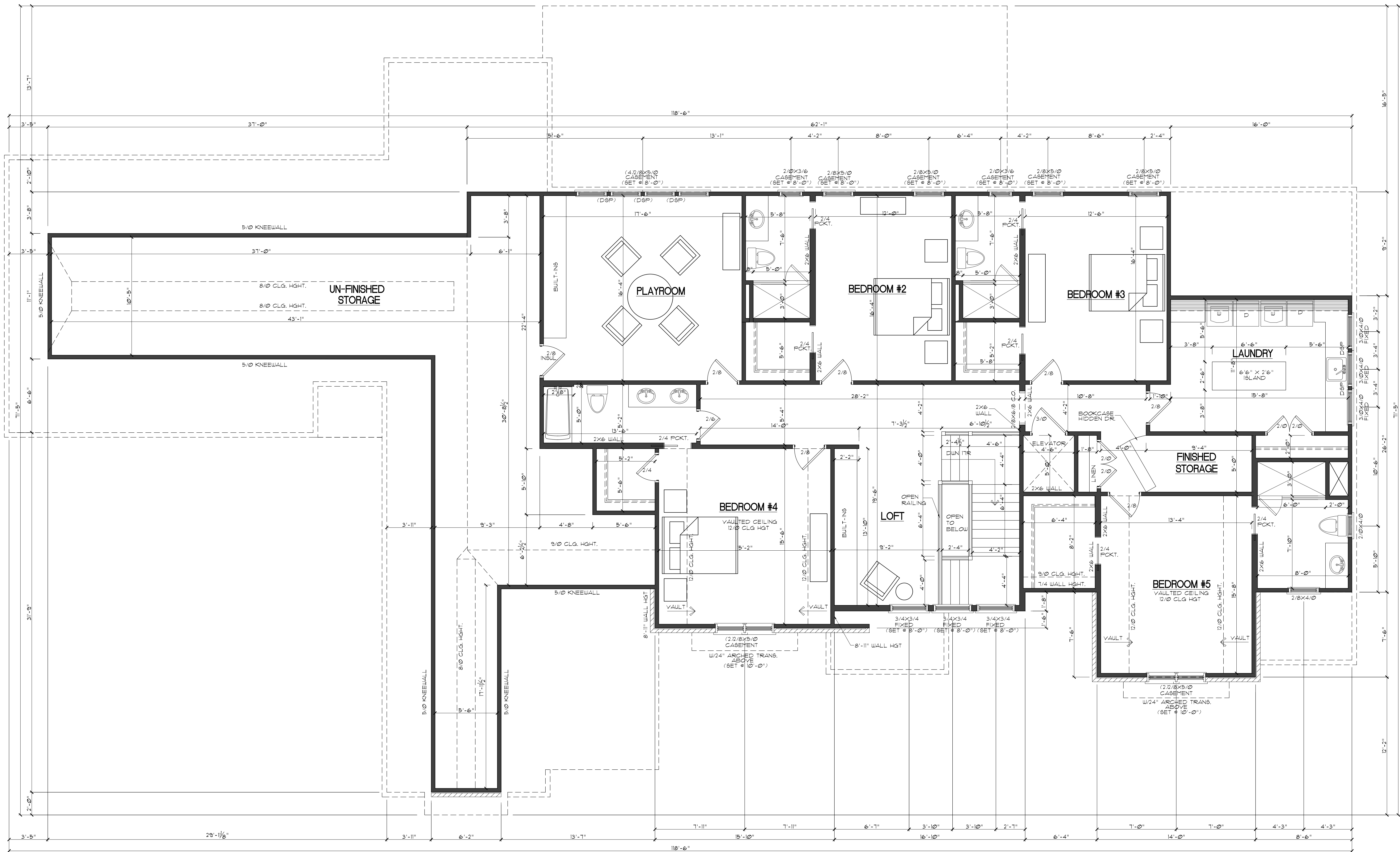
WALL AND CEILING HEIGHT NOTES ARE BASED ON NOMINAL WALL SIZE.
KNEE WALL HEIGHT LABELS FOR WALLS UNDER RAFTERS ASSUME AN EXTRA 2" FOR FURRING (IN HEATED SPACES) FOR INSULATION. THE WALL HEIGHT REFERS TO THE HGT. FROM THE FLOOR DECKING TO THE BOTTOM OF THE FURRING.

PLANS ARE DESIGNED TO MEET THE REQUIREMENTS OF THE NORTH CAROLINA RESIDENTIAL CODE, 2012 EDITION

CLIMATE ZONE	FENESTRATION U-FACTOR	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BASEMENT WALL R-VALUE	SLAB R-VALUE & DEPTH	CAUL SPACE WALL R-VALUE
3	U-0.35/ SHGC-0.30	30	13	5/10	19	10/13	0	5/13
4	U-0.35/ SHGC-0.30	38	15 13+2.5	5/10	19	10/13	10.2 FT.	10/13

LOYD BUILDERS
HAMMER RESIDENCE

FIRST FLOOR



SECOND FLOOR
SCALE: 1/4"=1'

LOYD BUILDERS
HAMMER RESIDENCE

DATE:	11/15/2017
DRAWN BY:	JN
REVISION DATE:	12/05/2017 KM

SECOND FLOOR

SHEET NO.
A5



**PUBLIC WORKS DEPARTMENT
STORMWATER MANAGEMENT DIVISION**

405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514-5705
Telephone (919) 969-7246
Fax (919) 969-7276
www.townofchapelhill.org

February 26, 2018

Ms. McKenzie Olmsted
Loyd Builders, LLC
2501 Reliance Avenue
Apex, NC 27539
mckenzie@loydbuilders.com

RE: Stream Determination for 807 Old Mill Road, Chapel Hill, NC (PIN 9798-17-5393)

Dear Ms. Olmsted:

As requested, the Town Public Works Department has performed a stream determination for the property identified on the attached forms. This determination indicates whether different types of streams (perennial, intermittent, and/or ephemeral) or perennial waterbodies are present on the property in question or on nearby properties. These streams and their classifications are shown on the accompanying map. Stream segments regulated by the Town's Jordan Lake Watershed Riparian Buffer regulations are highlighted. **Locations of all features on the map are approximate and must be field surveyed for precise location.**

This stream determination information is used to determine the location and extent of the Resource Conservation District (RCD) and Jordan Lake Watershed Riparian Buffers. Specific land use regulations and restrictions apply within the boundaries of these protected areas. If you are considering any kind of work on this property, including clearing vegetation, paving, grading, or building, please consult with the Town Planning Department to determine the possible extent of the Resource Conservation District (RCD) and Jordan Lake Watershed Riparian Buffer on this property and the applicable corresponding regulations.

This stream determination will remain in effect for five years from the date of the site visit, after which a new stream determination with site visit will be required.

In accordance with the Town's procedures, you may appeal this administrative decision to the Town Manager. If you wish to do so, you must file your written appeal accompanied by any materials you believe support your appeal, within **30 days** of receipt of this letter.

If you have questions regarding stream determinations, please contact me at (919) 969-7202 or aweakley@townofchapelhill.org. If you have questions regarding the Town's Resource Conservation District (RCD) or the Jordan Watershed Riparian Buffer regulations, please contact the Planning Department at (919) 968-2728, or view information online at: <http://www.townofchapelhill.org/town-hall/departments-services/public-works/stormwater-management/regulations-ordinances>.

Regards,

A handwritten signature in black ink that reads "Allison Schwarz Weakley". The signature is written in a cursive, flowing style.

Allison Schwarz Weakley
Stormwater Analyst



**PUBLIC WORKS DEPARTMENT
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www.townofchapelhill.org

STREAM DETERMINATION SITE VISIT RESULTS

Property Information	
Parcel ID Number (PIN)	Address / Location Description
9798-17-5393	807 Old Mill Road

These are the results of a site visit to the properties listed above for a stream determination conducted on 2/21/2018 by Town Staff:

☐ No perennial, intermittent, or ephemeral streams or perennial waterbodies were identified on or near the property(ies) in question.

☒ Perennial, intermittent, or ephemeral streams, or perennial waterbodies, were identified on or near the property(ies) in question and shown on the attached map(s).

A map showing water features, their Town flow classifications, presence of Jordan Watershed Riparian Buffers, and their approximate locations is attached. Origins or breakpoints that have been flagged in the field are marked on the map. Stream classification forms and additional site visit notes and maps are also attached.

Other conditions exist which may affect the location of the Resource Conservation District or Jordan Watershed Riparian Buffer:

☐ FEMA floodzone is mapped in the area. Precise location of the Base Flood Elevation and associated Resource Conservation District must be determined by a field survey commissioned by the owner or a representative.

☒ Segments of perennial or intermittent stream are piped in the area, as shown on the map. These segments do not have an associated Jordan Watershed Riparian Buffer.

☒ Possible Jurisdictional Wetlands have been identified in the area. A formal review by a professional certified in Jurisdictional Wetland Delineation is recommended if impacts to wetlands are likely.

Allison Weasley

Town Staff Signature

2/26/2018

Date

Stream Determination Area Map

- Ephemeral Stream
- - - Intermittent Stream
- ▤ Culverts
- 2-foot Contours
- 10-foot Contours
- Buildings
- Parcels

Subject Property

Address: 807 Old Mill Road, Chapel Hill, NC

Parcel ID: 9798-17-5393

0 55 110 220 Feet



1 inch = 117 feet

Stream locations are approximate and must be verified by survey.
Buffers are measured from top of bank. RCD buffers may apply.
Please contact the Town of Chapel Hill Planning Department to verify.



Created by Town of Chapel Hill Public Works Department - Stormwater Management Division Date: 2/26/2018

USGS 24K Topographic / County Soil Survey Maps

 Subject Property

Address: 807 Old Mill Road, Chapel Hill, NC

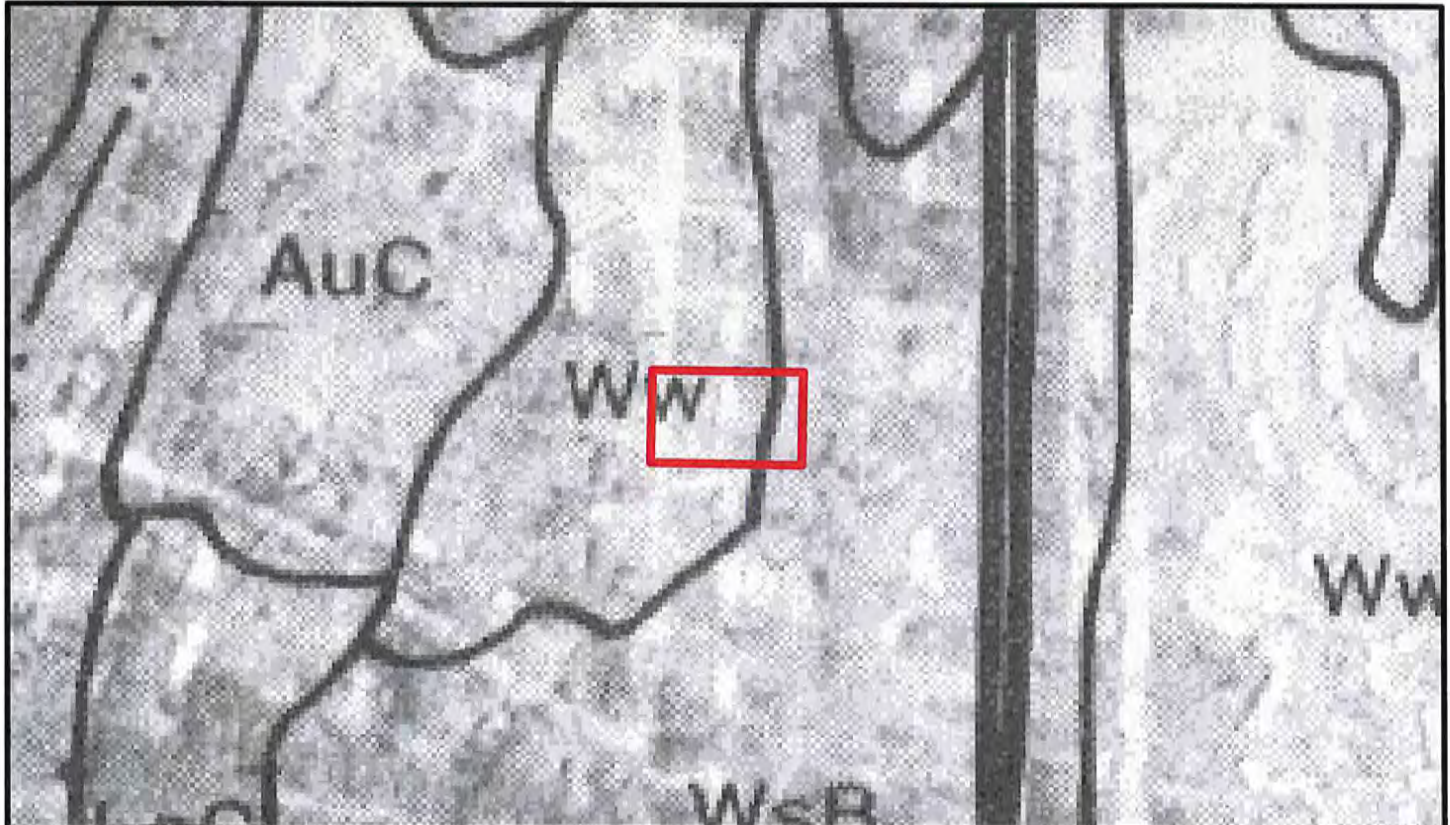
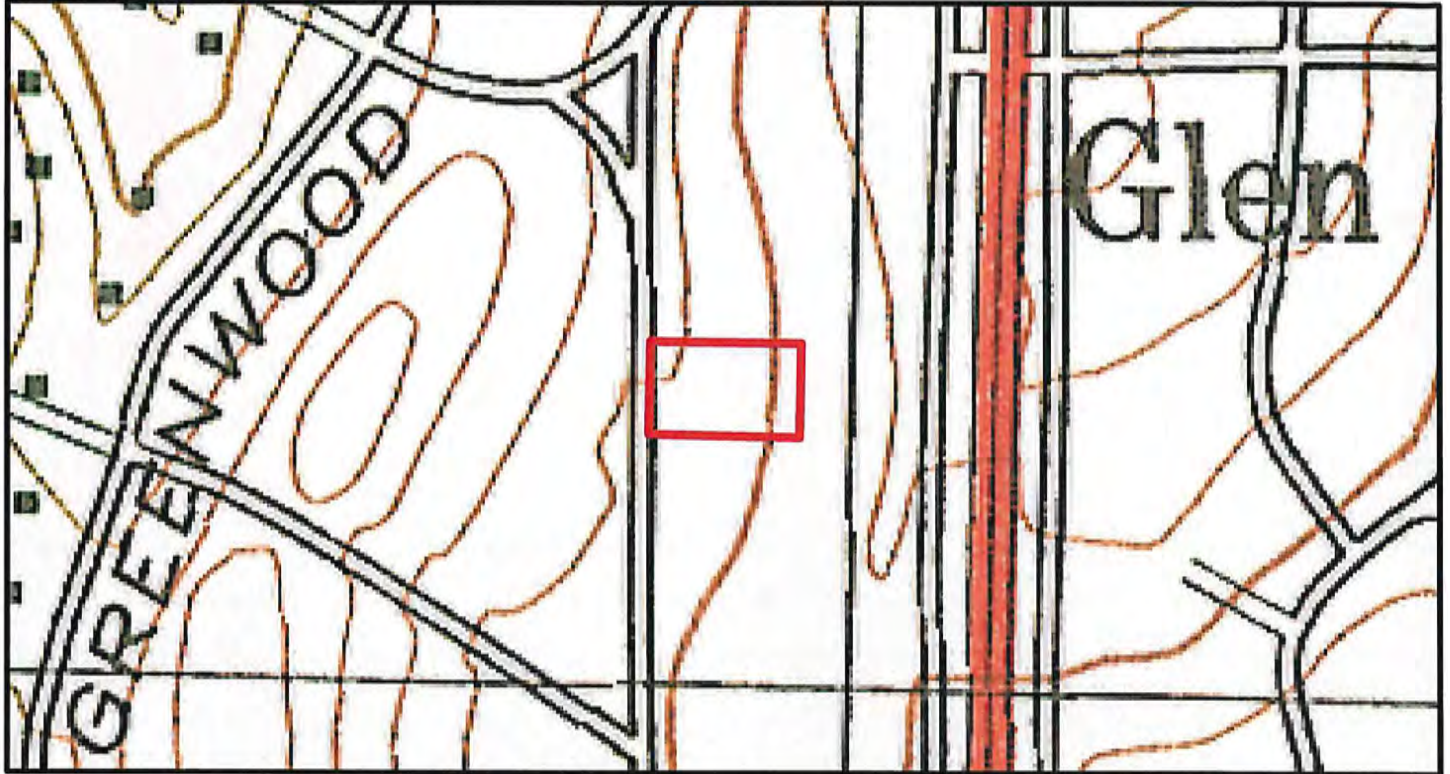
0 100 200 300 400 Feet

Parcel ID: 9798-17-5393



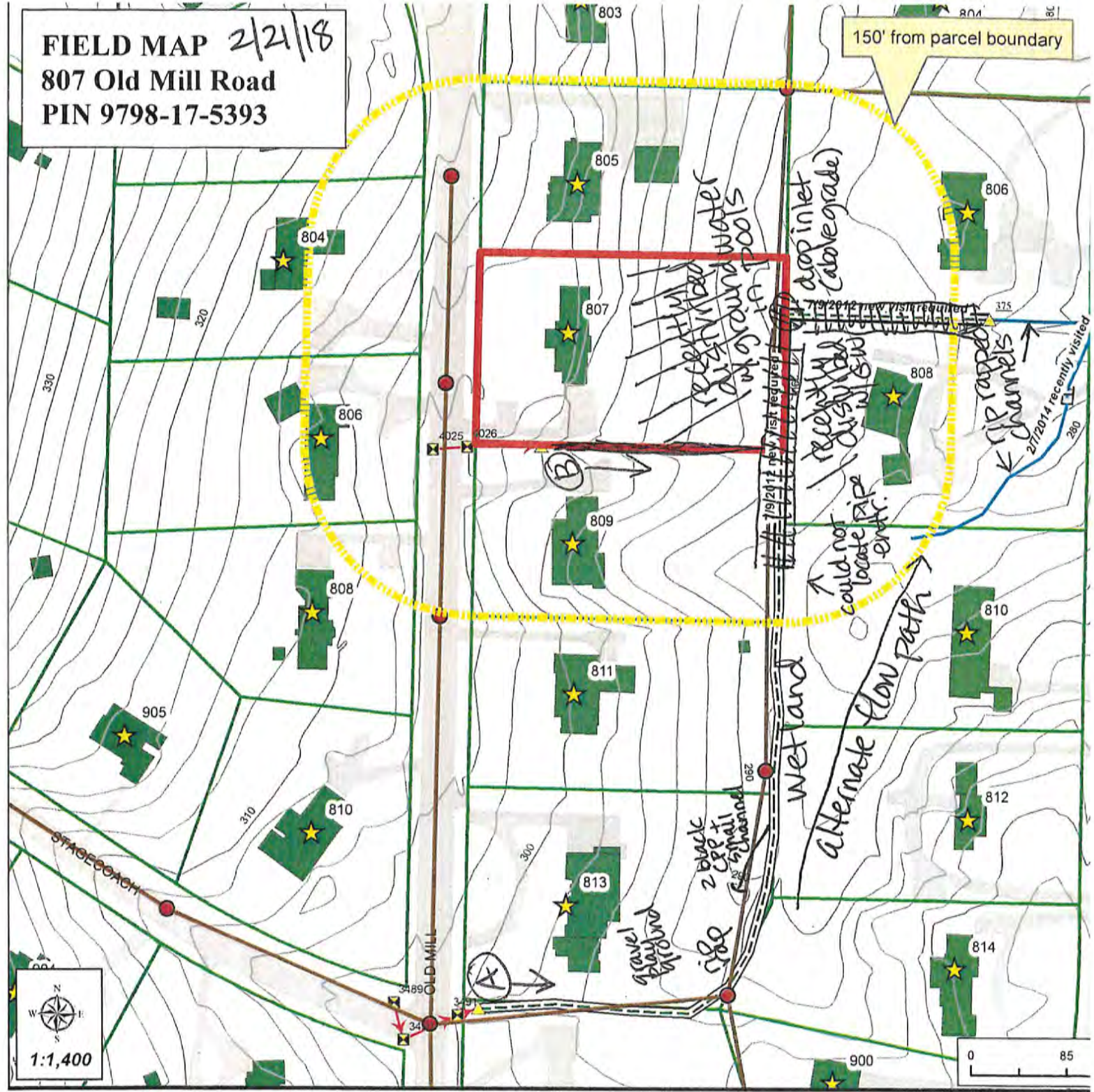
1 inch = 342 feet

Created by Town of Chapel Hill Public Works Department - Stormwater Management Division- 2/26/2018



FIELD MAP 2/21/18
807 Old Mill Road
PIN 9798-17-5393

150' from parcel boundary



201802211508

NC DWQ Stream Identification Form Version 4.11

Feature (A)

Date: 2/21/18	Project/Site: 609 Old Mill	Latitude: 35.912
Evaluator: Weakley & Salat	County: Orange	Longitude: -79.029
Total Points: Stream is at least intermittent if ≥ 19 or perennial if ≥ 30 26.75	Stream Determination (circle one) Ephemeral Intermittent Perennial	Other e.g. Quad Name:

A. Geomorphology (Subtotal = 12)

	Absent	Weak	Moderate	Strong
1 ^a . Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate road gravel + clay, silt	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

^a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 8.5)

12. Presence of Baseflow water through out till pipe	0	1	2	3
13. Iron oxidizing bacteria strong in upper reach	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table?	No = 0		Yes = 3	

C. Biology (Subtotal = 6.25)

18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macroinvertebrates (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed	(FACW = 0.75) OBL = 1.5 Other = 0			

^a perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch: Feature begins @ pipe outfall on east side of Old Mill Rd. Channel strong in upper reach, but splays out significantly in OWASA easement. See field map. OWASA easement affects hydrology throughout.

201802211533

NC DWQ Stream Identification Form Version 4.11

Feature (B)

Date: 2/21/18	Project/Site: 807 Old Mill Rd	Latitude: 35.913
Evaluator: Weakley & Salat	County: Orange	Longitude: -79.028
Total Points: Stream is at least intermittent if ≥ 19 or perennial if $\geq 30^*$ 23	Stream Determination (circle one) Ephemeral <u>Intermittent</u> Perennial	Other e.g. Quad Name:

A. Geomorphology (Subtotal = 9.5)

	Absent	Weak	Moderate	Strong
1 ^a . Continuity of channel bed and bank	0	1	2	3
2. Sinuosity of channel along thalweg	0	1	2	3
3. In-channel structure: ex. riffle-pool, step-pool, ripple-pool sequence	0	1	2	3
4. Particle size of stream substrate gravel, silt sand	0	1	2	3
5. Active/relict floodplain	0	1	2	3
6. Depositional bars or benches	0	1	2	3
7. Recent alluvial deposits	0	1	2	3
8. Headcuts	0	1	2	3
9. Grade control	0	0.5	1	1.5
10. Natural valley	0	0.5	1	1.5
11. Second or greater order channel	No = 0		Yes = 3	

^a artificial ditches are not rated; see discussions in manual

B. Hydrology (Subtotal = 8)

12. Presence of Baseflow	0	1	2	3
13. Iron oxidizing bacteria	0	1	2	3
14. Leaf litter	1.5	1	0.5	0
15. Sediment on plants or debris	0	0.5	1	1.5
16. Organic debris lines or piles	0	0.5	1	1.5
17. Soil-based evidence of high water table? <i>gleyed</i>	No = 0		Yes = 3	

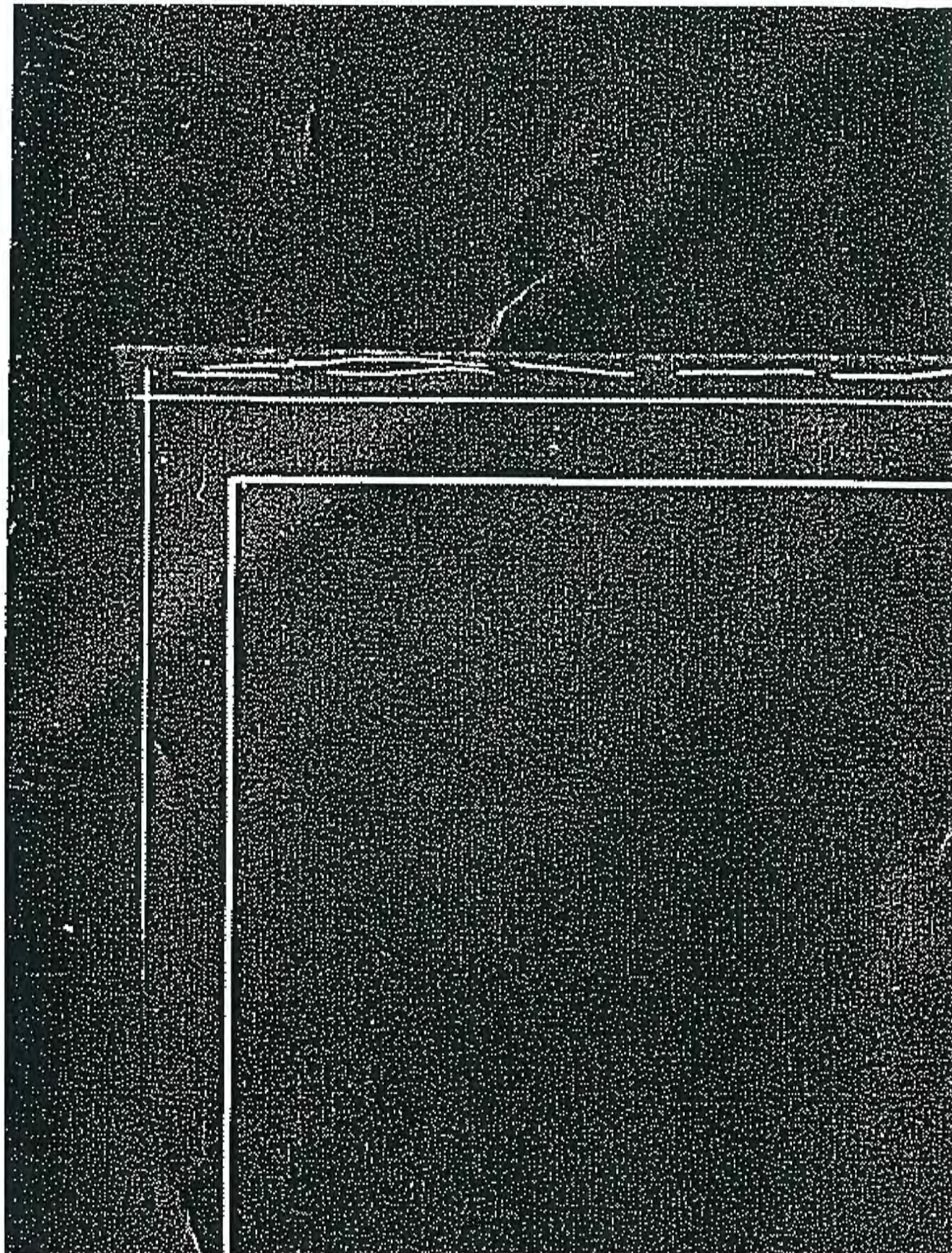
C. Biology (Subtotal = 5.5)

18. Fibrous roots in streambed	3	2	1	0
19. Rooted upland plants in streambed	3	2	1	0
20. Macroinvertebrates (note diversity and abundance)	0	1	2	3
21. Aquatic Mollusks	0	1	2	3
22. Fish	0	0.5	1	1.5
23. Crayfish	0	0.5	1	1.5
24. Amphibians	0	0.5	1	1.5
25. Algae	0	0.5	1	1.5
26. Wetland plants in streambed <i>none</i>	FACW = 0.75; OBL = 1.5 (Other = 0)			

^{*} perennial streams may also be identified using other methods. See p. 35 of manual.

Notes:

Sketch: Feature begins @ pipe outfall & flows east along property lines of 803 & 807 Old Mill Rd. Channel ends at OWASA easement where flow is blocked. Groundwater present w/in easement during site visit in many locations. OWASA easement recently disturbed to repair sewer lateral @ 808 Christopher Rd.





PUBLIC WORKS DEPARTMENT
STORMWATER MANAGEMENT DIVISION
405 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514-5705
Telephone (919) 969-7246
Fax (919) 969-7276
www.townofchapelhill.org

REQUEST FOR STREAM DETERMINATION

Stream determinations provide information used to determine whether the Town's Resource Conservation District (RCD) or Jordan Watershed Riparian Buffer Protection regulations apply to a property. Town staff will typically conduct a field visit to classify streams on the property(ies) indicated below within two weeks of a request, depending on weather conditions, staff availability, and scope of the request. Please note that stream determinations cannot be conducted within 48 hours of a rain event. There is no fee for stream determinations conducted by Town staff.

A stream determination report indicates the results of a stream classification. Stream classifications expire after five years. If a stream determination has been completed on or near the property(ies) listed below within the last five years, a site visit may not be required unless local hydrology has changed significantly or the stream classification has expired. If a site visit is not required, the stream determination will be based on a records review.

Requests may be emailed (aweakley@townofchapelhill.org), faxed, dropped off at Town Hall or the Stormwater Office, or mailed to the above address in care of the "Stormwater Analyst."

Requestor's Name: Loyd Builders, LLC
Mailing Address: 2501 Reliance Ave.
City, State, ZIP: Apex, NC 27539
Phone / FAX / Email: 919/387-1455 mckenzie@loydbuilders.com
Check method(s) for report to be sent: ☐ US Mail ☒ Email ☐ FAX ☐ Call for pickup

Signature of property owner or designated legal agent granting permission to Town Staff to enter the property(ies) indicated below for purposes of a Stream Determination:

[Signature] 1-24-2018
(Signature) (Date)

Owner Name(s): Charles M. and Julie A. Hammer
(Please print)

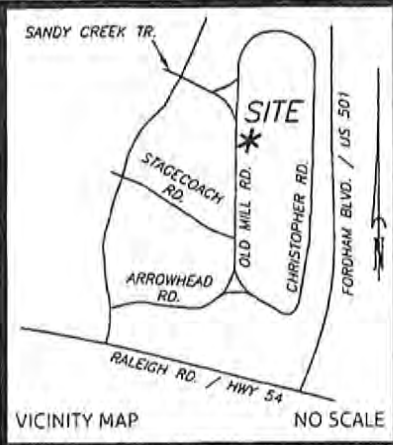
Company Name (if applicable): _____

Property Information

Fill in both columns, or fill in Parcel ID Number (PIN) and attach a site map indicating location.

Parcel ID Number (PIN)	Address / Location Description
9798175393	807 Old Mill Road - Chapel Hill

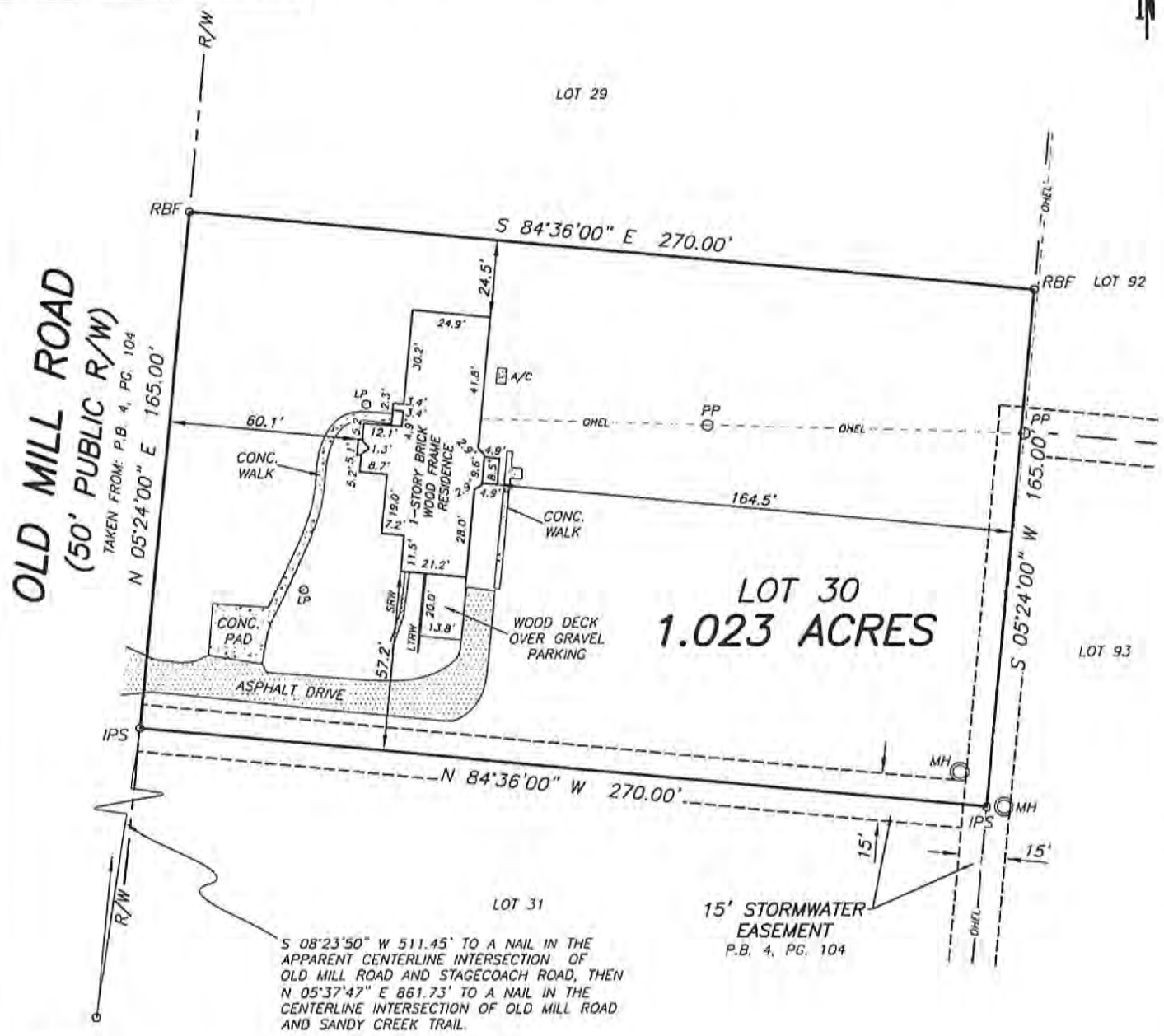
Where the **total area** of the property(ies) to visit is **over 3 acres**, please attach an as-built drawing or a topographic map with current landmarks.



I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING THE REFERENCES SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM SAID REFERENCES; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600).
 THIS 14th DAY OF NOVEMBER, 2017.
Marshall Wight
 PROFESSIONAL LAND SURVEYOR L-5034



FROM: P.B. 4, PG. 104



- (IPF) IRON PIPE FOUND
- (IPS) IRON PIPE SET
- (RBF) REBAR FOUND
- (R/W) RIGHT OF WAY
- (A/C) AIR CONDITIONING
- (MH) MANHOLE
- (LP) LAMP POST
- (PP) POWER POLE



Investors Title Insurance Company

A Stock Company

P.O. Drawer 2687

Chapel Hill, North Carolina 27515-2687

Telephone: (919) 968-2200 - WATS: (800) 326-4842

FAX: (919) 942-4686

SURVEYOR'S REPORT FORM

To: INVESTORS TITLE INSURANCE COMPANY

THIS IS TO CERTIFY, that on NOVEMBER 3, 2017 I made an accurate survey of the premises standing in the name of MAC AND JULIE HAMMER situated at CHAPEL HILL ORANGE NORTH CAROLINA briefly described as 807 OLD MILL ROAD and shown on the accompanying survey entitled: LOT 30 GREENWOOD

I made a careful inspection of said premises and of the buildings located thereon at the time of making such survey, and again on _____, and at the time of such latter inspection I found _____ to be in possession of said premises as _____.

(TENANT OR OWNER)

I further certify as to the existence or non-existence of the following at the time of my last inspection:

1. Rights of way, old highways, or abandoned roads, lanes or driveways, drains, sewer, water, gas or oil pipe lines across said premises: STORMWATER EASEMENT, AS SHOWN ON SURVEY
2. Springs, streams, rivers, ponds, or lakes located, bordering on or running through said premises. NONE OBSERVED
3. Cemeteries or family burying grounds located on said premises. (Show location on plat): NONE OBSERVED
4. Telephone, telegraph or electric power poles, wires or lines overhanging or crossing or located on said premises and serving said premises or other property or properties: OVERHEAD ELECTRICAL LINES, AS SHOWN ON SURVEY
5. Joint driveways or walkways; party walls or rights of support; porches, steps or roofs used in common or joint garages: NONE OBSERVED
6. Encroachments, or overhanging projections. (If the buildings, projections or cornices thereof, or signs affixed thereto, fences or other indications of occupancy encroach upon or overhang adjoining properties, or the like encroach upon or overhang surveyed premises, specify all such) NONE OBSERVED
7. Building or possession lines. (In case of city or town property specify definitely as to whether or not walls are independent walls or party walls and as to all easements of support or "beam rights." In case of country property report specifically how boundary lines are evidenced, that is, whether by fences or otherwise). IRON PIPE AT CORNERS, REBAR AT CORNERS
8. Is property improved? YES
9. Indications of building construction, alterations or repairs within recent months:
(a) If new improvements under construction, how far have they progressed? COMPLETE
10. Changes in street lines either completed or ⁴²officially proposed:



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Stream Determination Request
AUTHORIZED AGENT FOR LEGAL REPRESENTATION FORM

PROPERTY LEGAL DESCRIPTION:

PARCEL ID (PIN) 9798175393

STREET ADDRESS: 807 Old Mill Road

Please print:
Property Owner: Charles M. Hammer

Property Owner: Julie A. Hammer

The undersigned, owner(s) of the above described property, do hereby authorize

McKenzie Olmsted, of Loyd Builders, LLC
(Contractor/Agent) (Name of consulting firm if applicable)

to request a stream determination on this property and to act on my/our behalf and take all actions, I/we could have taken if present, necessary for the processing, issuance and acceptance of the stream determination for this property.

Property Owner's Address (if different than property above):

14003 Reynolds Court - Chapel Hill, NC 27517

Owner Telephone: 919/448-4439 Email: machammer9@yahoo.com

We hereby certify the above information submitted is true and accurate to the best of our knowledge.

Mae Hammer
Owner Authorized Signature

1-24-18
Date

Owner Authorized Signature

Date

[Signature]
Contractor/Agent Authorized Signature

1-24-2018
Date

Please return form by email (aweakley@townofchapelhill.org), fax, or mail to the above address in care of the "Stormwater Analyst." The form may also be dropped off at the Stormwater Management office at 208 N. Columbia Street, Chapel Hill, NC. For questions, please call (919) 969-RAIN.

