

Michael L. Thurmond

Chief Executive Officer

## **DeKalb County Zoning Board of Appeals**

Department of Planning & Sustainability 330 Ponce De Leon Avenue, Suite 300 Decatur, GA 30030

Wednesday, March 9, 2022 at 1:00 PM

Director

Planning

Andrew Baker, AICP

Planning Department Staff Analysis

D1 Case No: A21-1245340 Parcel ID(s): **18-053-02-017** 

## Commission District 02 Super District 06

**Applicant**: Jennifer Wolfe

PO Box 1156 Conyers, GA 30012

Owner: Adam Sever/Briana De Veer

1606 Emory Road, NE Atlanta, GA 30306

Project Name: 1606 Emory Road

**Location**: The property is located approximately 200- feet north of the intersection of Oakdale and Emory Roads at 1606 Emory

Road.

**Request**: An appeal of an administrative decision relating to Chapter 14 of the DeKalb County Land Development ordinance to

allow encroachment within the County's stream buffer and floodway.

Staff Recommendation: Withdrawal without prejudice.

404.371.2155 (o) 404.371.4556 (f) DeKalbCountyGa.gov Clark Harrison Building 330 W. Ponce de Leon Ave Decatur, GA 30030

Chief Executive Officer Michael Thurmond DEPARTMENT OF PLANNING & SUSTAINABILITY

Director

Andrew A. Baker, AICP

# Application for Administrative Variance of Development Standards Per Code 14-34 (C)

Fee: \$200.00 – Existing home and \$300.00 for new Development (non-refundable) payable when application is filed. Attach a scale site plan showing all property lines with dimensions; location, size and species of all significant and specimen trees; all existing and proposed buildings; storm drains; sanitary sewers; flood plains; state waters; buffers; easements and fences; north arrow; and land lot and district. The plan must depict the exact nature of the site conditions from which the variance is sought (grading, soil erosion and sedimentation control, storm water management, water quality control) per 14-34(C) 3.

PROPERTY OWNER: ADAM SEVER AND BRIANA DE VEER ADDRESS FOR WHICH THE VARIANCE IS REQUESTED: 1606 EMORY RD NE. ATLANTA. GA 30306 PHONE: 770-568-8867 \_E-MAIL (required): JW@ITSPERMITTABLE COM AGENT: JENNIFER WOLFE AGENT PHONE: 770-568-8867 AGENT ADDRESS: P.O. BOX 1156 AGENT E-MAIL: JW@ITSPERMITTABLE.COM CONYERS, GA 30012 DESCRIPTION OF REQUESTED VARIANCE: REQUEST THE APPROVAL TO ALLOW THE INSTALLATION OF A SWIMMING POOL WHERE A STREAMLINE BUFFER AND FLOODPLAIN EXISTS ON A PRIVATE RESIDENTIAL LOT TYPE OF CONSTRUCTION (CHECK ONE): NEW RESIDENTIAL CONSTRUCTION: NEW COMMERCIAL CONSTRUCTION: REDEVELOPMENT OF EXISTING MULTI-FAMILY RESIDENTIAL, COMMERCIAL OR INSTITUTIONAL: REDEVELOPMENT OR ADDITION TO EXISTING SINGLE FAMILY RESIDENTIAL:

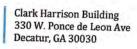
14-44.4. Except as further limited herein, an applicant may request a variance from the terms of the requirements of sections 14-37, 14-38, 14-40, 14-42 AND 14-44 of Chapter 14. The director shall have no power to consider or to grant variances which are the responsibility of the director of the EPD pursuant to O.C.G.A. § 12-2-8 and other relevant state statutes and regulations. Where variances involving the same project are requested from both the director of the EPD and the director, the director shall take no action on any such request for variance until the director of the EPD grants the variance or otherwise approves the request pending before the EPD. Receiving a variance from the director of the

EPD does not obligate the director to permit the project to proceed if the project does not also meet all the other requirements of this article. No variance from the provisions of Chapter 14 shall be authorized except as specifically authorized in this section or specifically authorized in another section of Chapter 14.

14-44.4(i)(1). In considering any request for a variance to the terms of this Chapter authorized in subsection (1) above, the director shall apply all of the following criteria:

- a. The request, while not strictly meeting the requirements of Chapter 14, will in the judgment of the director be at least as protective of natural resources and the environment as would a plan which met the strict application of these requirements. In making such a judgment, the director shall examine whether the request will be at least as protective of the natural resources and the environment with regard to the following factors:
  - 1. Stream bank or soil stabilization.
  - 2. Trapping of sediment in surface runoff.
  - 3. Removal of nutrients, heavy metals, pesticides and other pollutants from surface runoff.
  - 4. Terrestrial habitat, food chain, and migration corridor.
  - 5. Buffering of flood flows.
  - 6. Infiltration of surface runoff.
  - 7. Noise and visual buffers.
  - 8. Downstream water quality.
  - Impact on threatened and endangered species, as those species are designated by law or federal or state regulation. The shape, size, topography, slope, soils, vegetation and other physical characteristics of the property.
  - 10. The locations of all streams on the property, including along property boundaries.
  - 11. The location and extent of the proposed buffer or setback intrusion.
  - 12. Whether alternative designs are possible which require less intrusion or no intrusion.
  - 13. The long-term and construction water-quality impacts of the proposed variance.

RESPONSE_	POOL DRAWINGS, EROSION CONTROL PLAN, AND MITIGATION PLAN PROVIDED FOR
DIRECTO	R AND STAFFS CONSIDERATION.
20.	
or outcu by it	exceptional topographic or other relevant physical conditions of the subject property that was not hich were not created by the owner or applicant, there is no opportunity for any development under onfiguration unless a variance is granted.
RESPONSE	
THE TOPOC	GRAPHY WHICH INCLUDES THE STREAMLINE BUFFER AND FLOODWAY/FLOODPLAIN
OF THE LO	TIS NOT A CONDITION CREATED BY THE HOMEOWNERS THEMSELVES
THE APPLIC	ABLE ORDINANCES THAT GOVERN THIS PROPERTY BO NOT ALL OW THE HOMEOWILE
TO MAKE A	NY IMPROVEMENTS ON THEIR PROPERTY WITHOUT GOING THROUGH THE VARIANCE
PROCESS T	O REQUEST ZONING RELIEF FROM THE CONDITIONS  Revised 2/2/17





RESPONSE	
THE REQUEST FO	OR ZONING RELIEF FROM THE STREAMLINE BUFFER
	OOL PLACEMENT IN THE REAR BACK YARD IS THE MINIMUM NECESSARY
TO PROVIDE THE	HOMEOWNER WITH THE SAME BENEFITS OF ENJOYING THEIR PRIVATE
RESIDENCE THE S	SAME AS OTHERS WITHIN A 2 MILE RADIUS OF THIS SITE ADDRESS.
d. The grant of the variating improvements in the	ance will not be materially detrimental to the public welfare or injurious to the property or area in which the property is located.
RESPONSE THE GR	ANT OF THE VARIANCE APPROVAL DOES NOT PROVIDE ANY
HARM C	R FOUL TO NEIGHBORS, THE DEVELOPMENT OR DEKALB COUNTY
	AL OF THE VARIANCE IS OF BENEFIT TO THE COMMUNITY AS IT
ADDS VALUE TO	THE PROPERTY WHICH DRIVES VALUE TO OTHER PROPERTIES.
of the stream and the	nt has provided a mitigation plan designed and stamped by Georgia licensed design ether that proposed mitigation plan is (a) non-structural; (b) designed to improve the qualitassociated buffer; and (c) includes a planting schedule and channel protection design.  TION PLAN HAS BEEN PROVIDED IN THE ATTACHED DOCUMENTS WHICH
INCLUDES A DESIGN	N TO IMPROVE THE QUALITY OF THE STREAM WHICH INCLUDES A PLANTING
	ANNEL PROTECTION DESIGN.



RESPONSE_T	THE STRICT APPLICATION OF T	HE APPLICABLE PR	OVISIONS WOULD	
	HE HOMEOWNERS TO NOT BE A			
	R HOMEOWNERS WITHIN THE C			
			S SUCH AS A POOL FOR HOMEO	MAIEDO
ENJOYME	ENT.		O COCHAO A POOL POR HOMEO	VVNERS
APPLICANT_	JENNIFER WOLFE	DATE:	2/17/2021	
SIGNATURE _	gw			
*****	***********	*******	*********	****
AMOUNT:		MAP REFERENCE		
RECEIPT		ZONING DISTRICT		
ATE RECEIV	/ED:	FILE #		
YPE OF VARI	IANCE GRANTED:			
NONE				
CTION TAXES	a.		,	
CTION TAKE	^ T	1 101 1 115	(-)	
I COLD	ince Denied. 14	(-44.1.(6).	(6) 6 - Maximum	
repth 1	n outer county as	stream but	ifer is 10°.	
4-44.1	. (b). (6). c - No ya	riance can	be granted	
Ditkin	the flood plas	in.		
ATE: 3	-31-2022	J.R.	yder for M.L. Rob	unso
			DIRECTOR OF DEVELOPM	ENT



## **ADDITIONAL QUESTIONS:**

Do all prop	erty lines bear dimension?
⊠Yes	□No
Does it incl	ude Existing Grading Topography and Proposed Contours?
□Yes	
Have you in	serted other Plans or Documents?
□Yes	□No
If so, list the	
POOL DRAW	INGS, EROSION CONTROL PLAN, AND MITIGATION PLAN PROVIDED
Are you sho	wing Water Quality Control? □No
If Buffer Re- requesting?	duction Request, it is required a stream buffer zone of 75'. How many feet of Buffer are youFeet
Check the b	ox below if drawings indicate all of the following: The standard Dekalb 75 feet buffer; the standard rgia 25 feet buffer; as well as the requested reduced buffer.
☑Yes	
Name what	design feature or buffer management requirements have been proposed for the planned reduction.



## **Stream Buffer Variance**

"Example Sign"
(Sign must be 20" x 22" Minimum)

EMORY RD NE NTA, GA 30306
NTA, GA 30306
ARCHITECT STUDIO, LLC
MER POOLS AND SPAS
ALLATION OF SWIMMING POOL
_



## DeKalb County Department of Planning & Sustainability

Hon. Michael Thurmond Chief Executive Officer

Andrew Baker, AICP, Director

## ZONING BOARD OF APPEALS APPLICATION FOR PUBLIC HEARING (VARIANCES, SPECIAL EXCEPTIONS, APPEALS OF ADMINISTRATIVE DECISIONS)

	BOA No			
Applicant and/or Authorized Representative JENNIFER WOLFE FOR ADAM SEVER AND BRIANA DE VEER				
Mailing Address: P.O. BOX 1156				
City/State/Zip Code: CONYERS, GA	A 30012			
Email: JW@ITSPERMITTABLE.CO	OM Control of the con			
Telephone Home: <u>770-568-8867</u>	Business: SAME			
OWN	ER OF RECORD OF SUBJECT PROPERTY			
Owner: ADAM SEVER / BRIAN	NA DE VEER			
Address (Mailing): 1606 EMORY RI	D NE, ATLANTA, GA 30306			
Email: ADAMSEVER@GMAIL.C	COM			
Telephone Home: 818-522-5718	Business:			
Agent # 770-568-8867	RESS/LOCATION OF SUBJECT PROPERTY			
Address: 1606 EMORY RD NE	City: ATLANTA State: GA Zip: 30306			
District(s): 18 Land Lo	ot(s): 0053 Block: C Parcel: 18 053 02 017			
R-75 Zoning Classification: UNINCOR	PORATED Commission District & Super District: DRUID HILLS HISTORIC DISTRICT			
CIRCLE TYPE OF HEARING REQUEST	ΓED:			
VARIANCE (From Development Standa	ards causing undue hardship upon owners of property.)			
• SPECIAL EXCEPTIONS (To reduce or	waive off-street parking or loading space requirements.)			
OFFICIAL APPEAL OF ADMINISTRAT	TIVE DECISIONS.			
* PLEASE REVIEW THE FILING GUIDI IN SCHEDULING DELAYS. *	ELINES ON PAGE 4. FAILURE TO FOLLOW GUIDELINES MAY RESULT			
TO BE COMPLETED BY PLANNING	G AND SUSTAINABILITY DEPARTMENT:			
Date Received:	Fee Paid:			





# ZONING BOARD OF APPEALS APPLICATION AUTHORIZATION OF THE PROPERTY OWNER

I hereby authorize the staff and members of the Zoning Board of Appeals

To inspect the premises of the Subject Property

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property subject to the application.

DATE:		ADAM SEVER
DATE:	Applicant: Signature	BRIANA DE VEER



# ZONING BOARD OF APPEALS APPLICATION AUTHORIZATION TO REPRESENT THE PROPERTY OWNER

I hereby authorize the staff and members of the Zoning Board of Appeals to inspect the premises of the Subject Property

I hereby certify that the information provided in the application is true and correct.

I hereby certify that I am the owner of the property and that I authorize the applicant/agent to apply for a hearing to the ZoningBoard of Appeals for the requests as shown in this application.

DATE:	 Applicant/Agent: Signature			
TO WHOM IT MAY CONCERI	N:			
(I)/ (WE) ADAM SEVER / E (Name of Owners)	BRIANA DE VEER			
being (owner/owners) of the pr	roperty described below or attach	ed hereby dele	egate authority to:	
Notary Public		Owner	ADAM SEVER	
Notary Public		 Owner	BRIANA DE VEER	
, , , , , , , , , , , , , , , , , , , ,				
 Notary Public		Owner		



### LETTER OF INTENT

November 1, 2021

Zoning Board of Appeals
Dekalb County
330 West Ponce De Leon Ave. 2nd Floor
Decatur, GA 30030

Re: Adam Sever and Briana De Veer 1606 Emory Rd.NE Atlanta, GA 30306

Zoned: Unincorporated

Dear Board Members,

Please accept this letter of intent to request the County's approval to allow relief from the County Ordinance- Section S14-44 and Section 14.442 for the construction of a swimming pool in a stream buffer of a private residence. In addition to stream buffer, the entire property is in the floodplain and the backyard is in the floodway which prevents new construction.

We would like to appeal the denial decision by Franck Vignon Houenou, the Land Development Manager to allow the accessory structure proposed.

We would like to humbly challenge the technical aspects of the county code to prevent the installation of a swimming pool at the above referenced address.

The strict and literal interpretation or enforcement of the county code would prevent the property owners to enhance their property, enjoy the property to it's full potential and prevent the owners to increase the property value of their home for themselves and their community.

We find that there are many possibilities for engineering an accessory structure such as this that would have minimal impact to the floodway and flood plain and ask with board approval to allow us to explore these options to secure a building permit for the swimming pool.



We understand there is a civil engineering on board who may or may not be willing to recognize that there could be some less impactful design options and that the construction needs could be met for the proposed pool. These options will have a lesser impact to this property that that of a standard swimming pool on any other parcel in any other development.

We hope the board of appeals sympathizes and recognizes that the request for the proposed is harmonious to the development and community. It does not cause harm or any liabilities to the public.

If you find you need additional information, please don't hesitate to let me know.

Thank you.

Kindly,

Jennifer Wolfe

CEO/Permit Expeditor

C: 770-568-886



## **Property Tax Information Results**

Any errors or omissions should be reported for investigation. No warrantles, expressed or implied, are provided for the data herein, its use, or its interpretation.

Attention.

Our records indicate that a mortgage company or tax service is scheduled to pay the taxes for 2021. Would you like to continue with this payment?



Would you like to have future tax bills emailed to you?

Back

	Parcel ID Pin Number Property Address Property Type Tax District	Property Identification 18 053 02 017 0912832 1606 EMORY RD Real Estate 04 - UNINCORPORATED	
	Jan. 1 <sup>st</sup> <u>Owner</u> Co-Owner Current <u>Owner</u> Co-Owner	Owner Information Last Name, First Name SEVER ADAM DE VEER BRIANA SEVER ADAM DE VEER BRIANA	
	Owner Address	1606 EMORY RD NE ATLANTA GA 30306	
	Care of Information	AILANIA GA 30306	
ĺ	** CHA	NGE MAILING ADDRESS **	
ı		Homestead Exemption	
l	Exemption Type Tax Exempt Amount	- NO EXEMPTION	\$0.00
l			•
l	FREEZE	STEAD EXEMPTION AND PROPERTY ASSESSM	ENT
l	C	Other Exemption Information	
l	Exemption Type Value Exemption Amount		\$0.00
			40.00
		Deed Information	
	Deed Type Deed Book/Page	REFILED DEED 26180 / 00688	
	Plat Book/Page	0/0	
		Property Characteristics/ Sales Information	
Ì	NBHD Code Zoning Type	0940 R85 - SF RES DIST	
	Improvement Type	15-TRADITIONAL	
ĺ	Year Built Condition Code	1952 GOOD	
	Quality Grade	GOOD	
п	Air Canditioning	VEC	

Idy line	TITICUUT SUI	шнагу		
Taxable Year Millage Rate 2 nd Installment Amount DeKalb County Taxes Billed DeKalb County Taxes Paid DeKalb County Taxes Due			2021 0.04389 \$5,167.20 \$10,334.40 \$5,167.20 \$5,167.20	
Total Taxes Billed Total Taxes Paid Total Taxes Due			\$10,334.40 \$5,167.20 \$5,167.20	
DeKa	ilb County Ta	xes		
First Payment Date			9/22/2021	
First Payment Amount			\$5,167.20	
Last Payment Date			9/22/2021	
Last Payment Amount			\$5,167.20	
Tax Paid Receipt		Tax Bill	Details	
- Choose a Tax Year	- ~ [	Set Tax Pay	roff Info.	
CURRENT YEAR PAYMENTS DeKalb County Tax Commissioner Collections Division PO Box 117545 Atlanta, GA 30368-7545	Tax Mailing /	PRIOR YEA DeKalb Cour Commission Collections I PO Box 100	er Division	
Prior Years Tax  *** Please note that payment posting information may be delayed due to batch processing***  DeKalb County Tax				
TaxYear Total Owed	Total Paid	Total Due	Adjusted Bill	
2021 \$10,334.40 2020 \$10,636.79 2019 \$10,139.02 2018 \$9,211.66 2017 \$5,632.90 2016 \$5,881.65 2015 \$5,070.48 2014 \$4,858.14	\$5,167.20 \$10,636.79 \$10,139.02 \$9,211.66 \$5,632.90 \$5,881.65 \$5,070.48 \$4,858.14	\$5,167.20 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	<u>Due Date</u>	
	inquent Taxe Sale Informat			

FiFa-GED Book/Page Levy Date

Delinquent Amount Due

Sale Date

Tax Information Summary

Additional Property Information

Air Conditioning

**Basement Area** 

Last Deed Date

Last Deed Amount

% Bsmt Finished

Fireplaces

Bedrooms

Bathrooms

Stories Square Footage

Property Value/Billing Assessment

YES

2,206 Sq. Ft.

246 Sq. Ft.

900 Sq. Ft.

2/27/2017

Click here to view property map

\$0.00

1

2

 Taxable Year
 2021

 Land Value
 \$225,000

 Building Value
 \$344,400

 Misc. Improvement Value
 \$0

10/11/21, 8:56 AM

DeKalb County Tax Commissioner

Total Value

40% Taxable Assessment

\$569,400 \$227,760

Information as of 10/11/2021

For additional information on the data above, contact the Property Appraisal Department at 404-371-2471

### Ds1 Mulching Materials Select one of the following materials and apply at the depth indicated:

- 1. Dry straw or hay shall be applied at a depth of 2 to 4 inches providing complete soil coverage. One advantage of this material is easy application.
- 2. Wood waste (chips, sawdust or bark) shall be applied at a depth of 2 to 3 inches. Organic material from the clearing stage of development should remain on site, be chipped, and applied as mulch. This method of mulching can greatly reduce erosion control costs.
- 3. Polyethylene film shall be secured over banks or stockpiled soil material for tem}porary protection. This material can be salvaged and re-used.

When mulch is used without seeding, mulch shall be applied to provide full coverage of the

- 1. Dry straw or hay mulch and wood chips shall be applied uniformly by hand or by mechanical
- 2. If the area will eventually be covered with perennial vegetation, 20-30 pounds of nitrogen per acre in addition to the normal amount shall be applied to offset the uptake of nitrogen caused by the decomposition of the organic mulches.
- 3. Apply polyethylene film on exposed areas.

Straw or hay mulch can be pressed into the soil with a disk harrow with the disk set straight or with a special "packer disk." Disks may be smooth or serrated and should be 20 inches or more in diameter and 8 to 12 inches apart. The edges of the disk should be dull enough not to cut the mulch but to press it into the soil leaving much of it in an erect position. Straw or hay mulch shall be anchored immediately after application.

Straw or hay mulch spread with special blower-type equipment may be anchored. Tackifers, binders and hydraulic mulch with tackifier specifically desgined for tacking straw can be substituted for emulsified asphalt. Please refer to specification Tac- Tackifers. Plastic mesh or netting with mesh no larger than one inch by one inch shall be installed according to

- 2. Netting of the appropriate size shall be used to anchor wood waste. Openings of the net}ting shall not be larger than the average size of the wood waste chips.
- 3. Polyethylene film shall be anchor trenched at the top as well as incrementally as necessary.

## Ds3 Lime and Fertilizer Rates and Analysis

Agricultural lime is required at the rate of one to two tons per acre unless soil tests indicate otherwise. Graded areas require lime application. If lime is applied within six months of planting permanent perennial vegetation, additional lime is not required. Agricultural lime shall be within the specifications of the Georgia Department of Agriculture.

Lime spread by conventional equipment shall be "ground limestone." Ground limestone is calcitic or dolomitic limestone ground so that 90 percent of the material will pass through a 10-mesh sieve, not less than 50 percent will pass through a 50-mesh sieve and not less than 25 percent will pass through a 100-mesh sieve.

Fast-acting lime spread by hydraulic seeding equipment should be "finely ground limestone" spanning from the 180 micron size to the 5 micron size. Finely ground limestone is calcitic or dolomitic limestone ground so that 95 percent of the material will pass through a 100-mesh sieve. It is desirable to use dolomitic limestone in the Sand Hills, Southern Coastal Plain and Atlantic Coast

Flatwoods MLRAs. (See Figure 6-4.1)

Agricultural lime is generally not required where only trees are planted.

Initial fertilization, nitrogen, topdressing, and maintenance fertilizer requirements for each species or combination of species are listed in Table 6-5.1.

Mulch is required for all permanent vegetation applications. Mulch applied to seeded areas shall achieve 75% to 100% soil cover. When selecting a mulch, design professionals should consider the mulch's functional longevity, vegetation establishment enhancement, and erosion control effectiveness. Select the mulching material from the following and apply as indicated: 1. Dry straw or dry hay of good quality and free of weed seeds can be used. Dry straw shall be

applied at the rate of 2 tons per acre. Dry hay shall be applied at a rate of 2 1/2 tons per acre. 2. Wood cellulose mulch or wood pulp fiber shall be used with hydraulic seeding. It shall be applied at the rate of 500 pounds per acre. Dry straw or dry hay shall be applied (at the rate indicated above) after hydraulic seeding

3. One thousand pounds of wood cellulose or wood pulp fiber, which includes a tackifier, shall be used with hydraulic seeding on slopes 3/4:1 or steeper.

4. Sericea Lespedeza hay containing mature seed shall be applied at a rate of three tons per acre. 5. Pine straw or pine bark shall be applied at a thickness of 3 inches for bedding purposes. Other suitable materials in sufficient quantity may be used where ornamentals or other ground covers

are planted. This is not ap}propriate for seeded areas. 6. When using temporary erosion control blan}kets or block sod, mulch is not required. 7. Bituminous treated roving may be applied on planted areas, slopes, in ditches or dry water\ways to prevent erosion. Bituminous treated roving shall be applied within 24 hours after an area has

been planted. Application rates and materials must meet Georgia Depart}ment of Transportation

Wood cellulose and wood pulp fibers shall not contain germination or growth inhibiting factors. They shall be evenly dispersed when agitated in water. The fibers shall contain a dye to allow visual metering and aid in uniform application during seeding.

specifications.

All persons involved in land disturbance activities must be certified in Erosion and Sedimentation Control by the GASWCC OR supervised by someone who is

Design professional will visit the site within 7 days after initial construction activity and write a letter to the governing authority concerning site conditions.

This site shall be kept clean of all debris and pollutants that may contaminate the storm water discharge (provide on

The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures

Any disturbed areas left exposed for a period greater than 14 days shall be stabilized with mulch or temporary

All Erosion Control measures are to conform to the standards set forth in the manual for Erosion and Sediment control in Georgia (I.E. The Green Book). The specifications and detail requirements of The Green Book are

Erosion Control measures will be maintained at all times. if full implementation of the approved plan does not provided for effective Erosion Control, Additional Erosion and Sediment Control measures shall be implemented to control or treat the sediment source.

## The project receiving waters is Peavine Creek.

There are wetlands on or within 200' of site as per The U.S. Fish & Wildlife Service National Wetlands Inventory Wetlands Mapper. (Classification - Riverine)

## There are State Waters located within 200 feet of this site.

Non-exempt activities shall not be conducted within 25 or 50-foot of undisturbed stream buffers as measured from the point of wrested vegetation or within 25 feet of the coastal marshland buffer as measured from the jurisdictional determination line without first acquiring the necessary variances and permits.

Ammendments/revsions to the es&pc plan which have a significant effect on BMP's with a hydraulic component must be certified by the design professional.

Waste materials shall not be discharged to waters of the state, except as authorized by a section 404 permit.

I certify under penalty of law that this plan was prepared after a site visit to the locations described herein by myself or my authorized agent, under my supervision.

certify that the Permittee's Erosion, Sedimentation and Pollution Control Plan provides for an appropriate and comprehensive system of best management practices required by the Georgia water quality control act and the ocument"manual for erosion and sediment control in Georgia" (manual) published by the state soil and water onservation commission as of January  $oldsymbol{1}$  of the year in which the land-disturbing activity was permitted, provides for the sampling of the receiving water(s) or the sampling of the storm water outfalls and that the designed system of best management practices and sampling methods is expected to meet the requirements contained in the general

Scale: 1'' = 20'

Agricultural lime is required unless soil tests indicate otherwise. Apply agricultural lime at a rate determined by soil test for pH. Quick acting lime should be incorporated to modify pH during the germination period. Bio stimulants should also be considered when there is less than 3% organic matter in the soil. Graded areas require lime application. Soils must be tested to deter}mine required amounts of fertilizer and amend}ments. Fertilizer should be applied before land preparation and incorporated with a disk, ripper, or chisel. On slopes too steep for, or inacces}sible to equipment, fertilizer shall be hydraulically applied, preferably in the first pass with seed and some hydraulic mulch, then topped with the remaining required application rate.

Select a grass or grass-legume mixture suit} able to the area and season of the year. Seed shall be applied uniformly by hand, cyclone seeder, drill, culti-packer-seeder, or hydraulic seeder (slurry including seed and fertilizer). Drill or cultipacker seeders should normally place seed one-quarter to one-half inch deep. Appropriate depth of planting is ten times the seed diameter. Soil should be "raked" lightly to cover seed with soil if seeded by hand. See Table 6-4.1

Ds2 Lime and Fertilizer

Temporary vegetation can, in most cases, be established without the use of mulch, provided there is little to no erosion potential. However, the use of mulch can often accelerate and enhance germination and vegetation establishment. Mulch without seeding should be considered for short term protection. Refer to Ds1 - Disturbed Area Stabilization (With Mulching Only).

During times of drought, water shall be applied at a rate not causing runoff and erosion. The soil shall be thoroughly wetted to a depth that will insure germination of the seed. Subsequent applications should be made when needed.

## FLOOD STATEMENT:

EROSION, SEDIMENTATION, & POLLUTION PLAN

Existing Lot Coverage: House = 2,371 Sq. Ft.

Wood Deck = 259 Sq. Ft.

open concrete

Lot 5

Proposed Lot Coverage:

Proposed Pool & Spa = 407 Sq. Ft.

Proposed Pool Decking = 622 Sq. Ft.

Existing lot coverage (3,913 Sq. Ft.) +

Driveway, Sidewalk, & Porch = 1,283 Sq. Ft.

Total existing lot coverage = 3,913 Sq. Ft. / lot area = 30%

Total Proposed lot coverage = 1,029 - 407 (water surface) 622 Sq. Ft.

Proposed lot coverage (622 Sq. Ft.) = 4,535 Sq. Ft. / lot area = 35%

Lat - N33.78972222°

Long - W84.32861111°

- wood deck

Double Row

silt fencina

In my opinion this property appears to lie within a Special Flood Hazard Area, according to FEMA Flood Insurance Rate Map of DeKalb County

- unincorporated areas dated August 15, 2019 Map #13089C0062K.
- for title transfer and is to be used solely by the original purchaser.

wood fence

NOVEMBER

DECEMBER

JANUARY

FEBRUARY

MARCH

25' State

TEMPORARY SEED

WHEAT

RYE RYEGRASS WHEAT

RYEGRASS

RYEGRASS

CLEAN HULLED SEED

Concrete drum washout prohibited.

 The purpose of this plan is for the construction of a pool at an existing nome on an existing lot.

• This plan was prepared for permitting purposes only. It is not to be used

- The design professional who prepared this es&pc plan is to inspect the installation of the initial sediment storage and perimeter control BMP's within 7 days after installation.
- This lot lies entirely within the CECIL Soil Series (CyC2).

## PREVENT SURFACE COMPACTION OR CRUSTING; TO CONTROL UNDESIRABLE VEGETATION; TO MODIFY SOIL TEMPERATURE AND TO INCREASE BIOLOGICAL ACTIVITY IN THE SOIL. ≤ 6 MONTHS OR WHEN SEEDING DOES NOT HAVE A SUITABLE GROWING SEASON MATERIALS AND RATES: MATERIAL STRAW OR HAY 2" to 4" DEEP WOOD WASTE, CHIPS, 2"-3" DEEP (ABOUT 6 TO 9 TONS ACRE SAWDUST OR BARK POLYETHYLENE FILM COMPLETELY COVER • MAY BE NECESSARY TO ANCHOR

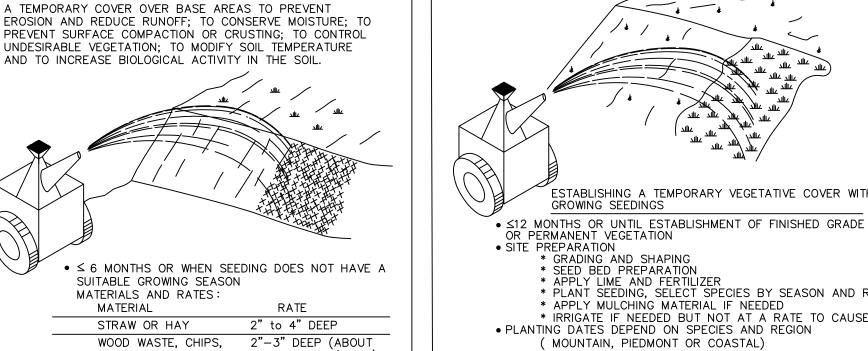
(Ds1) DISTURBED AREA STABILIZATION

24 Hour Contact: Erosion & Sediment Control Bob Gordon Plan for Lot 4 Block C Lullwater 770-527-6791

Developer/Owner Premier Pools & Spas 9 Pine Grove Road Locust Grove, GA 30248

bgordon@ppas.com

(WITH MULCHING ONLY)



• PLANTING DATES DEPEND ON SPECIES AND REGION ( MOUNTAIN, PIEDMONT OR COASTAL) PLANTING RATES AND PLANTING DATES FOR TEMPORARY COVER

ESTABLISHING A TEMPORARY VEGETATIVE COVER WITH FAST

\* GRADING AND SHAPING

\* SEED BED PREPARATION

\* APPLY LIME AND FERTILIZER

\* PLANT SEEDING, SELECT SPECIES BY SEASON AND REGION

\* APPLY MULCHING MATERIAL IF NEEDED

\* IRRIGATE IF NEEDED BUT NOT AT A RATE TO CAUSE EROSION

GROWING SEEDINGS

SPECIES	1,000 SQ. FT.	ACRE	PI	LANTING DATES	
			MOUNTAINS	PIEDMONT	
RYE	3.9 LB.	3 BU. (168 LBS)	7/15–12/1	8/15–1/1	9/1-3/1
RYEGRASS ANNUAL	0.9 LB.	40 LBS.	8/1–5/1	8/1-4/15	8/15-4/1
ANNUAL LESPEDEZA	0.9 LB.	40 LBS.	2/1-5/1	2/15-5/1	1/15-3/15
WEEPING LOVEGRASS	0.1 LB.	4 LBS.	3/15-6/15	3/15-6/15	2/15-6/15
SUDANGRAS	SS 1.4 LB.	60 LBS.	3/1-9/1	3/1-9/1	3/1-8/15
BROWNTOP MILLET	0.9 LB.	40 LBS.	4/1-7/1	4/1-7/15	4/1-7/15
WHEAT	4.1 LB.	3 BU.	9/1-1/1	9/1-1/1	9/15-2/1

UNUSUAL SITE CONDITIONS MAY REQUIRE HEAVIER SEEDING RATES. SEEDING DATES MAY NEED TO BE ALTERED TO FIT TEMPERATURE

> (Ds2) DISTURBED AREA **STABILIZATION** (WITH TEMPORARY SEEDINGS)

SILT FENCE - TYPE SENSITIVE

FRONT VIEW **→** 4' MAX. O.C. **→** (WOVEN WIRE FENCE

USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, 2. HEIGHT (\*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION

## STRUCTURAL PRACTICES

	5	IRUUI	UKA	L PRAUTICES L
	CODE	PRACTICE	MAP SYMBOL	DESCRIPTION
RATE/ACRE 8-10 LB 30-40 LB 30-50 LB	Bf	Buffer zone	Bf (Label)	A strip of undisturbed original vegetation, enhanced or restored existing vegetation or the reestablishment of vegetation surrounding an area of disturbance or bordering streams.
8-10 LB 30-40 LB 30-50 LB	Co	CONSTRUCTION EXIT	(Label)	A crushed stone pad located at the construction site exit to provide a place for removing mud from tires thereby protecting public streets
8-10 LB 30-40 LB	(Fr)	FILTER RING	(Luber)	A temporary stone barrier constructed at storm drain inlets and pond outlets.
8-10 LB 30-40 LB 30-50 LB 8-10 LB 30-40 LB 30-50 LB	Rt	RETROFITTING	Rt (Label)	A device or structure placed in front of a permanent stormwater detention pond outlet structure to serve as a temporary sediment filter.
8-10 LB 30-40 LB 40-60 LB	(Sd1)	SEDIMENT BARRIER	TYPE (Indicate type)	A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, brush, logs or poles, gravel, or a silt fence.
	St	STORM DRAIN OUTLET PROTECTION	(St)	A paved or short section of riprap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.
	Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)	Ds1	Establishing temporary protection for disturbed areas where seedings may not have a suitable growing season to produce an erosion retarding cover.
6	Ds2	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)	Ds2	Establishing a temporary vegetative cover with fast growing seedings on disturbed areas.
	Ds3	DISTURBED AREA Stabilization (With Permanent Vegetation)	Ds3	Establishing a permanent vegetative cover such as trees, shrubs, vines, grasses, sod, or legumes on disturbed areas.
	Ds4	DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)	Ds4	Establishing a permanent vegetative grasses, sod on disturbed areas.
	Du	DUST CONTROL ON DISTURBED AREAS	Du	Controlling surface and air movement of dust on construction site, roadways and similar sites.
	Mh	EROSION CONTROL	МЫ	The installation of a protective covering (blanket) or soil

stabilization mat on a prepared planting area of a steep slope,

CRUSHED STONE CONSTRUCTION EXIT NOTES:

1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.

2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND 3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE). 4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6". 5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20 6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2% INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES. 8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT

DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE). 9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL <u>SUITABLE</u> FOR TRUCK TRAFFIC THAT

O.MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC

VICINTY MAP

NOT TO SCALE

Lot 20

0.297 Acres

12,940 Sq. Ft.

0.03 AC of Disturbance

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> Level II Certified Design Professional CERTIFICATION NUMBER 0000011203 Issued: <u>05/23/18</u> Expires: <u>05/23/24</u>

Graphic Scale 1" = 20' 10 20

P.O. BOX 15

Tyrone, GA 30290

770-560-3910

770-560-6930

four\_corners@bellsouth.net

on@fourcornerssurving.com

= REBAR SET = REBAR FOUND = REBAR SET = OPEN TOP PIPE = CRIMP TOP PIPE = LAND LOT LINE = LAND LOT = EDGE OF PAVEMENT = CONCRETE MARKER

= UTILITY POLE

TEMPORARY BENCHMARK = BUILDING SETBACK LINE = OVERHEAD UTILITY LINES F.F.E. = FINISHED FLOOR ELEVEATION | MAINTENANCE OF EROSION CONTROL = LIMITS OF DISTURBANCE

CONSTRUCTION ACTIVITY SCHEDULE ACTIVITY INSTALL EROSION CONTROL CLEARING AND GRUBBING GRADING OPERATION TEMPORARY GRASSING IMPROVEMENT GRADING FINAL LANDSCAPE & GRASSING

\*\*\* USE A MINIMUM OF 40LB SCARIFIED SEED. REMAINDER MAY BE INSCARIFIED

\*\*\* USE EITHER COMMON SERICEA, OR INTERSTATE SERICEA LESPDEZA

PIEDMONT VEGATIVE COVERS

PERMANENT SEED

SERICEA LESPEDEZA

UNHULLED BERMUDA

SERICEA LESPEDEZA

UNHULLED BERMUDA

SERICEA LESPEDEZA

UNHULLED BERMUDA

SERICEA LESPEDEZA

UNHULLED BERMUDA

SERICEA LESPEDEZA

SERICEA LESPEDEZA

### Premier Pools & Spas Address: 1606 Emory Road Subdivision: Lullwaater PB. 8 ~ PG. 36-37 \_ot: 4 Block: C District: 18th \_and Lot: 53 F.W.P.D. 06/23/2021 County: DeKalb, GA

Date: 08/12/2021

Job No: 21-118

3 Phases of erosion control plan

INITIAL PHASE of Sediment, Erosion Control & Pollution Control Measures

The initial phase of erosion control measures shall involve the following: clearing as necessary to install the type "C or C-PoP" silt fence as shown on this plan

INTERMEDIATE PHASE of Erosion, Sediment & Pollution Control Measures:

After all initial measures are in place full grading can commence . this shall include grading for the foundation pad, sidewalk, and surrounding lawn grading. if any area is left exposed for more than 14 days, it shall be stabalized with mulch and /or seeded with temporary seeding (refer to the seeding schedule and rates charts). The builder or contractor should inspect the site including all erosion control measures to insure they are adequate after each rain event - any corrective measures should be made immediately.

## FINAL PHASE of Erosion, Sediment & Pollution Control Measures:

permanet grassing operations  $\,$  - once permanent vegetation has been established all silt fence barriers can

The final measures to be taken for site stabalization shall include the full final landscaping including

"The design professional who prepared the es&pc plan is to inspect the installation of the perimeter control bmp's within 7 days after installation.

"Non exempt activities shall not be constructed within the 25 foot undisturbed buffer as measured from the top of pond bank without first aquiring the necessary variances and permits."

Ammendments/revisions to the es&pc plan which have a significant effect on bmp's with a hydraulic component must be certified by the design professional.

Waste materials shall not be disharged to waters of the state except as authorized by a section 404 permit."

## REVIEW CHECKLIST

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST

COMMON DEVELOPMENT CONSTRUCTION PROJECTS (Primary and Tertiary Permittees) SWCD: DeKalb County Project Name: Lot 4 Block C Lullwater Address: 1606 Emory Road Date on Plans City/County: Name&email of person filling out checklist: \_\_RONALD T. GODWIN RON@FOURCORNERSSURVEYING.COM, FOUR\_CORNERS@BELLSOUTH.NET TO BE SHOWN ON ES&PC PLAN Page # Y/N The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted. (The completed Checklist must be submitted with the ES&PC Plan or the Plan will not be reviewed) Level II certification number issued by the Commission, signature and seal of the certified design professional. (Signature, seal and Level II number must be on each sheet pertaining to ES&PC plan or the Plan will not be Limits of disturbance shall be no greater than 50 acres at any one time without prior written authorization from the EPD District Office. If EPD approves the request to disturb 50 acres or more at any one time, the plan must include at least 4 of the BMPs listed in Appendix 1 of this checklist.\* (A copy of the written approval by EPD must be attached to the plan for the plan to be reviewed.) The name and phone number of the 24-hour local contact responsible for erosion, sedimentation and pollution Provide the name, address, email address, and phone number of primary permittee or tertiary permittee. Note total and disturbed acreage of the project or phase under construction. Provide the GPS location of the construction exit for the site. Give the Latitude and Longitude in decimal degrees. **1 & 2 Y** 8 Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the Description of the nature of construction activity. Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected. Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on Part IV page 23 of the permit. 1 Y 13 Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system of BMPs and sampling to meet permit requirements as stated on 1 & 2 Y 14 Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the nstallation of the initial sediment storage requirements and perimeter control BMPs within 7 days after installation." in accordance with Part IV.A.5 page 27 of the permit \* Y 15 Clearly note the statement that "Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of wrested vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits." N/A 16 Provide a description of any buffer encroachments and indicate whether a buffer variance is required. Y 17 Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional."\* Y 18 Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a section 404 permit."\*

approved Plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source." Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding."

N/A | 22 Indication that the applicable portion of the primary permittees ES&PC Plan is to be provided to each secondary permittee prior to the secondary conducting any construction activity and that each secondary shall sign the Plan or portion of the Plan applicable to their site. List the names and addresses of all secondary

Y 19 Clearly note statement that "The escape of sediment from the site shall be prevented by the installation of

Y 20 Clearly note statement that "Erosion control measures will be maintained at all times. If full implementation of the

erosion and sediment control measures and practices prior to land disturbing activities."

N/A 23 Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as any portion of an Biota Impaired Stream Segment, must comply with Part III. C. of the Permit. Include the completed Appendix 1 listing all the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment.\*

N/A 24 If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in item 23 above) at least six months prior to submittal of NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan.\*

1 & 2 Y 25 BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited.

**2** \_\_\_\_ 26 Provide BMPs for the remediation of all petroleum spills and leaks.

POLLUTION CONTROL NARRATIVE

SPCC plan.

.. Petroleum based products - containers for products such as fuels, lubricants and tars will be inspected daily for leaks and spills. This includes on-site vehicle and machinery daily inspections and regular preventative maintenance of such equipment. equipment maintenance areas will be located away from state water, natural drains and storm drainage inlets. In addition, temporary fueling tanks shall have a secondary containment liner to prevent/minimize site contamination. discharge of oils, fuels and lubricants is prohibited. Proper disposal methods will include collection in a suitable container and disposal as required by state and local codes.

Paints/Finishes/Solvents - All products will be stored in tightly sealed original containers when not in use. excess product will not be discharged to the storm water collection system. Excess product materials used with these products and product containers will be disposed of according to manufacturers specifications and

Concrete Truck Washing - No concrete trucks will be allowed to wash out or discharge surplus concrete or drum wash water onsite.

2. No waste material will be disposed of into storm water inlets or waters of the state. All waste materials will be collected and stored in a securely lidded metal dumpster. The dumpster will meet all solid waste management regulations. All trash and construction debris from the site will be deposited in the dumpster. The dumpster will be emptied a minimum of once per week or more often if necessary and trash will be hauled as required by local regulations. no construction waster

All personnel will be instructed on proper procedures for waste disposal. A notice stating these practices will be posted at the jobsite and the contractor will be responsible for seeing that these procedures are followed.

3. Hazardous Wastes - All hazardous waste materials will be disposed of in a manner specified by local, state, and/or federal regulations and by the manufacturer of such products. The job site superintendent, who will also be responsible for seeing that these practices are followed, will instruct site personnel in these practices. MSDS for each substance with hazardous properties that is used on the jobsite will be obtained and used for the proper management of potential wastes that may result from these products. An MSDS will be posted in the immediate area where such product is stored and/or used and another copy of each MSDS will be maintained in the ESPCP file at the jobsite construction trailer office. Each employee who must handle a substance with hazardous properties will be instructed on the use of MSDS sheets and the specific information in the applicable MSDS for the product he/she is using, particularly regarding spill control techniques.

The contractor will implement the Spill Prevention Control and Countermeasures (SPCC) plan found within this ESPCP and will train all personnel in the proper cleanup and handling of spilled materials. No spilled hazardous materials or hazardous wastes will be allowed to come in contact with stormwater discharges. If such contact occurs, the stormwater discharge will be contained onsite until appropriate measures in compliance with state and federal regulations are taken to properly dispose of such contaminated stormwateR. It shall be the responsibility of the job site superintendent to properly train all personnel in the use of the

Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding.

This plan as shown shall be considered a minimum and may be modified on field inspection by county rep.

All persons involved in land disturbance activities must be certified in erosion and sedimentation control by the GASWCC or supervised by someone who is.

The escape of sediment from the site shall be prevented by the installation of erosion

and sediment control measures and practices prior to, land disturbing activities.

Erosion control measures will be maintained at all times. if full implementation of the approved plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment

All erosion control measures are to conform to the standards set fourth in the manual

for erosion and sediment control in Georgia (i.e. the green book). The specifications and detail requirements of the green book and are incorporated herein by reference.

There are state waters on or within 200' of site.

There are wetlands on or within 200' of site.

Note: All temporary erosion and sedimentation control measures are to be removed upon final stabilization. SEDIMENT STORAGE CALCULATIONS

> REQUIRED SEDIMENT STORAGE 0.03 AC x 67 C.Y./AC = 2.01 C.Y. = 54 cf

> > PROVIDED SEDIMENT STORAGE

CONCRETE WASHOUT AREA FINISH GRADE WASHOUT SIGN EXISTING GRADE ----TYPICAL SECTION Washout area(s) shall be installed in a location easily accessible by concrete trucks. One or more areas may be installed on the construction site and may be relocated as construction progresses . At least weekly remove accumulation of sand and aggregate and dispose of properly.

4. Line the pit with plastic sheeting of at least 10-mil thickness that has no holes or tears to prevent leaching of liquids

356 l/f @ 3.5 cf sto	orage/l/f = 1,2	46 cf Storage	Concrete wash water nearby waterways.	er should never be placed	in a pit that is connected to the storm d	rain system or that drains to			
2	<b>Y</b> 27	Description of practi	nes to provide cover fo	r building materials o	and building products on site*				
2	Y 28	Description of practices to provide cover for building materials and building products on site.*							
		Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed.*							
1	<b>Y</b> 29	Description of the practices that will be used to reduce the pollutants in storm water discharges.*							
1	<b>Y</b> 30	portions of the site		and sediment storage	major activities which disturb s e BMPs, clearing and grubbing o lization).				
2	<b>Y</b> 31	Provide complete re	quirements of inspectio	ns and record keepir	ng by the primary permittee or	tertiary permittee.			
2	<b>Y</b> 32	Provide complete re	equirements of sampling	frequency and repo	rting of sampling results.*				
2	<b>Y</b> 33	Provide complete de	Provide complete details for retention of records as per Part IV.F. of the permit.						
	<b>N/A</b> 34	Description of analy	tical methods to be us	ed to collect and an	alyze the samples from each lo	ocation.*			
	<b>N/A</b> 35		e for NTU values at all	outfall sampling poin	nts where applicable.*				
	<b>N/A</b> 36	Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged.*							
2	<b>Y</b> 37	A description of appropriate controls and measures that will be implemented at the construction site including: (1) initial sediment storage requirements and perimeter control BMPs, (2) intermediate grading and drainage BMPs, and (3) final BMPs. For construction sites where there will be no mass grading and the initial perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs are the same, the plan may combine all of the BMPs into a single phase.							
	<b>N/A</b> 38				ncluding individual building lots of clude a typical and any situation				
1	<b>Y</b> 39	Graphic scale and N	North arrow.						
1	<b>Y</b> 40	Existing and propos	ed contour lines with c	ontour lines drawn a	t an interval in accordance with	n the following:			
			Map Scale	Ground Slope	Contour Intervals, ft				
			1 inch = 100ft or larger scale	Flat 0 — 2% Rolling 2 — 8% Steep 8% +	0.5 or 1 1 or 2 2,5 or 10				
	<b>N/A</b> 41	BMPs as certified b	y a Design Professional	(unless disapproved	ted to be equivalent to or supe by EPD or the Georgia Soil and cument found at www.gaswcc.ore	d Water Conservation			
	<b>N/A</b> 42	2 Use of alternative BMP for application to the Equivalent BMP List. Please refer to Appendix A—2 of the Manua for Erosion & Sediment Control in Georgia 2016 Edition.							
1–2	<b>Y</b> 43	Delineation of the applicable 25—foot or 50—foot undisturbed buffers adjacent to state waters and any additional buffers required by the Local Issuing Authority. Clearly note and delineate all areas of impact.							
1-2	<b>Y</b> 44	44 Delineation of on—site wetlands and all state waters located on and within 200 feet of the project site.							
	N/A 45 Delineation and acreage of contributing drainage basins on the project site.								
	<b>N/A</b> 46	Provide hydrology s	tudy and maps of drain	and maps of drainage basins for both the pre— and post—developed conditions.*					
	f the site prior to and after co	nstruction activities are							
	<b>N/A</b> 48	48 Storm—drain pipe and weir velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.							
1	<b>Y</b> 49	Soil series for the	project site and their d	elineation.					
1	<b>Y</b> 50	The limits of distur	bance for each phase o	of construction.					
2	<b>Y</b> 51	retrofitted detention storage volume mussite has been achie basin is not attained is not provided. A worksheets from the obtain the required impoundments, perrinfeasible. If outlet	n pond, and/or excavatest be in place prior to eved. A written justfication be included in written justification as the Manual included for sediment storage when nittees are required to	ed inlet sediment tra and during all land of ion explaining the de n the plan for each to why 67 cubic yard tructural BMPs and of using equivalent cor utilize outlet structu w water from the su	acre drained using a temporar ups for each common drainage disturbance activities until final cision to use equivalent control common drainage location in wids of storage is not attainable all calculations used by the despitors. When discharging from some that withdraw water from the face are not feasable, a written	location. Sediment stabilization of the s when a sediment hich a sediment basin must also be given. sign professional to ediment basins and he surface, unless			
1-2	<b>Y</b> 52				th, and no less stringent than, ymbols from the Manual, Chapt				
1–2	<b>Y</b> 53	Provide detailed drawings for all structural practices. Specifications must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.							
1	Y 54 Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and								

Sanitary Wastes - A minimum of one portable sanitary unit will be provided for every 10 workers onsite. ALL Sanitary waste will be collected from the portable units a minimum of one time per week by a licensed portable facility provider in complete compliance with local and state regulations.

seeding will take place and for the appropriate geographic region of Georgia.

seeding, fertilizer, lime and mulching rates. Vegetative plan shall be site specific for appropriate time of year that

disturbance within each individual lot is less than one (1) acre. If applicable, the \* checklist item would be N/A.

\*This requirement of the Common Development permit is not applicable to Tertiary Permittees with a Plan(s) for a typical

individual lot(s), if the total land disturbance within the construction site is less than five (5) acres and the total land

All sanitary waste units will be located in an area where the likely hood of the unit contributing to a storm water discharge is negligible. Additional containment bmp's must be implemented, such as gravel bags or specially designed plastic skid containers around the base, to prevent wastes from contributing to storm water discharges. The location of sanitary waste units must be identified on the erosion control plan intermediate phase sheet by the contractor once the locations have been identified. Sanitary sewer for this project will be by septic system at completion of project.

## 4. Soil Cleanup and Control Practices -

- A. Local, state and manufacture's recommended methods for spill cleanup will be clearly posted and procedures will be made available to site personnel.
- B. Material and equipment necessary for spill cleanup will be kept in the material storage areas. Typical materials and equipment includes, but is not limited to, brooms, dustpans, mops, rags, gloves, goggles, cat litter, sand, sawdust and properly labeled plastic and metal waste containers.
- C. Spill prevention practices and procedures will be reviewed after a spill and adjusted as necessary to prevent future spills.
- D. All spills will be cleaned up immediately upon discovery. All spills will be reported as required by local, state and federal regulations.
- E. For spills that impact surface water (leave a sheen on surface water), The National Response Center (NRC) will be contacted within 24 hours at 1-800-424-8802. F. For spills of an unknown amount, The National Response Center (NRC) will be contacted within 24 hours at 1-800-424-8802.
- G. For spills greater than 25 gallons and no surface water impacts, the Georgia EPD will be contacted within 24 hours.
- H. For spills less than 25 gallons and no surface water impacts, the spill will be cleaned up and local agencies will be contacted as required.

The contractor shall notify the licensed professional who prepared this Plan if more than 1320 gallons of petroleum is stored onsite (this includes capacities of equipment) or if any one piece of equipment has a capacity greater than 660 gallons. The contractor will need a Spill Prevention Containment and Countermeasures Plan prepared by that

## EROSION, SEDIMENTATION, & POLLUTION PLAN

Plan for Lot 4 Block C Lullwater

Erosion & Sediment Control

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## INSPECTIONS

## PERMITTEE REQUIREMENTS

1. EACH DAY WHEN ANY TYPE OF CONSTRUCTION ACTIVITY HAS TAKEN PLACE AT A PRIMARY PERMITTEE'S SITE, CERTIFIED PERSONNEL PROVIDED BY THE PRIMARY PERMITTEE SHALL INSPECT: (A) ALL AREAS AT THE PRIMARY PERMITTEE'S SITE WHERE PETROLEUM PRODUCTS ARE STORED, USED, OR HANDLED FOR SPILLS AND LEAKS FROM VEHICLES AND EQUIPMENT AND (B) ALL LOCATIONS AT THE PRIMARY PERMITTEE'S SITE WHERE VEHICLES ENTER OR EXIT THE SITE FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING.. THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS

2. MEASURE AND RECORD RAINFALL WITHIN DISTURBED AREAS OF THE SITE THAT HAVE NOT MET FINAL STABILIZATION ONCE EVERY 24 HOURS EXCEPT ANY NON-WORKING SATURDAY, NON-WORKING SUNDAY AND NON-WORKING FEDERAL HOLIDAY. THE DATA COLLECTED FOR THE PURPOSE OF COMPLIANCE WITH THIS PERMIT SHALL BE REPRESENTATIVE OF THE MONITORED ACTIVITY. MEASUREMENT OF RAINFALL MAY BE SUSPENDED IF ALL AREAS OF THE SITE HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE

3. CERTIFIED PERSONNEL (PROVIDED BY THE PRIMARY PERMITTEE) SHALL INSPECT THE FOLLOWING AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES RAINFALL OR GREATER (UNLESS SUCH STORM ENDS AFTER 5:00 PM ON ANY FRIDAY OR ON ANY NON-WORKING SATURDAY, NON-WORKING SUNDAY OR ANY NON-WORKING FEDERAL HOLIDAY IN WHICH CASE THE INSPECTION SHALL BE COMPLETED BY THE END OF THE NEXT BUSINESS DAY AND/OR WORKING DAY, WHICHEVER OCCURS FIRST): (A) DISTURBED AREAS OF THE PRIMARY PERMITTEE'S CONSTRUCTION SITE: (B) AREAS USED BY THE PRIMARY PERMITTEE FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; AND (C) STRUCTURAL CONTROL MEASURES. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN APPLICABLE TO THE PRIMARY PERMITTEE'S SITE SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATER(S). FOR AREAS OF A SITE THAT HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION, THE PERMITTEE MUST COMPLY WITH PART IV.D.4.A.(4). THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS SUBMITTED.

4. CERTIFIED PERSONNEL (PROVIDED BY THE PRIMARY PERMITTEE) SHALL INSPECT AT LEAST ONCE PER MONTH DURING THE TERM OF THIS PERMIT (I.E., UNTIL A NOTICE OF TERMINATION IS RECEIVED BY EPD) THE AREAS OF THE SITE THAT HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION. THESE AREAS SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM AND THE RECEIVING WATER(S). EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATER(S).

5. BASED ON THE RESULTS OF EACH INSPECTION, THE SITE DESCRIPTION AND THE POLLUTION PREVENTION AND CONTROL MEASURES IDENTIFIED IN THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, THE PLAN SHALL BE REVISED AS APPROPRIATE NOT LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING EACH INSPECTION. IMPLEMENTATION OF SUCH CHANGES SHALL BE MADE AS SOON AS PRACTICAL BUT IN NO CASE LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING EACH INSPECTION

6. A REPORT OF EACH INSPECTION THAT INCLUDES THE NAME(S) OF CERTIFIED PERSONNEL MAKING EACH INSPECTION. THE DATE(S) OF EACH INSPECTION. CONSTRUCTION PHASE (I.E., INITIAL, INTERMEDIATE OR FINAL), MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE EROSION. SEDIMENTATION AND POLLUTION CONTROL PLAN, AND ACTIONS TAKEN IN ACCORDANCE WITH PART IV.D.4 A.(5), OF THE PERMIT SHALL BE MADE AND RETAINED AT THE SITE OR BE READILY AVAILABLE AT A DESIGNATED ALTERNATE LOCATION UNTIL THE ENTIRE SITE OR THAT PORTION OF A CONSTRUCTION PLAN THAT HAS BEEN PHASED HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION IS SUBMITTED TO EPD. SUCH REPORTS SHALL BE READILY AVAILABLE BY END OF THE SECOND BUSINESS DAY AND/OR WORKING DAY AND SHALL IDENTIFY ALL INCIDENTS OF BEST MANAGEMENT PRACTICES THAT HAVE NOT BEEN PROPERLY INSTALLED AND/OR MAINTAINED AS DESCRIBED IN THE PLAN, WHERE THE REPORT DOES NOT IDENTIFY ANY INCIDENTS. THE INSPECTION REPORT SHALL CONTAIN A CERTIFICATION THAT THE BEST MANAGEMENT PRACTICES ARE IN COMPLIANCE WITH THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN. THE REPORT SHALL BE SIGNED IN ACCORDANCE WITH PART V.G.2. OF THIS PERMIT.

## **MAINTENANCE**

THE PLAN SHALL INCLUDE A DESCRIPTION OF PROCEDURES TO ENSURE THE TIMELY MAINTENANCE OF VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THE SITE PLAN.

## RETENTION OF RECORDS

THE PRIMARY PERMITTEE SHALL RETAIN THE FOLLOWING RECORDS AT THE CONSTRUCTION SITE OR THE RECORDS SHALL BE READILY AVAILABLE AT A DESIGNATED ALTERNATE LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI: (a) A COPY OF ALL NOTICES OF INTENT SUBMITTED TO EPD; (b) A COPY OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN REQUIRED BY THIS PERMIT

(c) THE DESIGN PROFESSIONAL'S REPORT OF THE RESULTS OF THE INSPECTION CONDUCTED IN ACCORDANCE WITH PART IV.A.5. OF THIS PERMIT; (d) A COPY OF ALL SAMPLING INFORMATION, RESULTS, AND REPORTS REOUIRED BY THIS PERMIT (e) A COPY OF ALL INSPECTION REPORTS GENERATED IN ACCORDANCE WITH

PART IV.D.4.A. OF THIS PERMIT: (f) A COPY OF ALL VIOLATION SUMMARIES AND VIOLATION SUMMARY REPORTS GENERATED IN ACCORDANCE WITH PARTD.2. OF THIS PERMIT; AND (g) DAILY RAINFALL INFORMATION COLLECTED IN ACCORDANCE WITH PART IV.D.4.A.(2). OF THIS PERMIT.

(2) COPIES OF ALL NOTICES OF INTENT, NOTICES OF TERMINATION, INSPECTION REPORTS, SAMPLING REPORTS (INCLUDING ALL CALIBRATION AND MAINTENANCE RECORDS AND ALL ORIGINAL STRIP CHART RECORDINGS FOR CONTINUOUS MONITORING INSTRUMENTATION) OR OTHER REPORTS REQUESTED BY THE EPD, EROSION, SEDIMENTATION AND POLLUTION CONTROL PLANS, RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT AND ALL OTHER RECORDS REQUIRED BY THIS PERMIT SHALL BE RETAINED BY THE PERMITTEE WHO FITHER PRODUCED OR USED IT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE NOT IS SUBMITTED IN ACCORDANCE WITH PART VI. OF THIS PERMIT. THESE RECORDS MUST BE MAINTAINED AT THE PERMITTEE'S PRIMARY PLACE OF BUSINESS OR AT A DESIGNATED ALTERNATIVE LOCATION ONCE THE CONSTRUCTION ACTIVITY HAS CEASED AT THE PERMITTED SITE. THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE EPD AT ANY TIME UPON WRITTEN NOTIFICATION TO THE PERMITTEE.

24 Hour Contact: Bob Gordon 770-527-6791

bgordon@ppas.com Developer/Owner Premier Pools & Spas

9 Pine Grove Road

SAMPLING REQUIREMENTS

GUIDELINES FOR SAMPLING TURBIDITY.

Locust Grove, GA 30248

THIS PERMIT REQUIRES THE MONITORING OF NEPHELOMETRIC TURBIDITY IN

RECEIVING WATER(S) OR OUTFALLS IN ACCORDANCE WITH THIS PERMIT. THIS

PARAGRAPH SHALL NOT APPLY TO ANY LAND DISTURBANCE ASSOCIATED WITH

SUBDIVISION OR PLANNED COMMON DEVELOPMENT UNLESS FIVE (5) ACRES OR

1. A USGS TOPOGRAPHIC MAP, A TOPOGRAPHIC MAP OR A DRAWING (REFERRED

TO AS A TOPOGRAPHIC MAP) THAT IS A SCALE EQUAL TO OR MORE DETAILED

THAN A 1:24000 MAP SHOWING THE LOCATION OF THE SITE OR THE STAND

INTERMITTENT STREAMS AND OTHER WATER BODIES AS SHOWN ON A USGS

INTO WHICH THE STORM WATER IS DISCHARGED AND (B) THE RECEIVING

NOT SHOWN ON THE USGS TOPOGRAPHIC MAP. THE LOCATION OF THE

COLLECT, HANDLE AND ANALYZE THE SAMPLES INCLUDING QUALITY

PRECISE SAMPLING METHODOLOGY FOR EACH SAMPLING LOCATION;

TROUT STREAM OR SUPPORTING WARM WATER FISHERIES): AND

INFORMATION NECESSARY AND THE TIME LINE FOR SUBMITTAL.

GUIDANCE DOCUMENTS THAT MAY BE PREPARED BY THE EP

SAMPLE TYPE

REOUIRED TO BE COOLED.

AS SPECIFIED IN PART IV.E.

SAMPLING POINTS

STREAM SHOWN ON THE USGS TOPOGRAPHIC MAP;

WATER AND/OR OUTFALL SAMPLING LOCATIONS. WHEN THE PERMITTEE HAS

CHOSEN TO USE A USGS TOPOGRAPHIC MAP AND THE RECEIVING WATER(S) IS

RECEIVING WATER(S) MUST BE HAND-DRAWN ON THE USGS TOPOGRAPHIC MAP

POINT WHERE THE RECEIVING WATER(S) COMBINES WITH THE FIRST BLUE LINE

FROM WHERE THE STORM WATER(S) ENTERS THE RECEIVING WATER(S) TO THE

2. A WRITTEN NARRATIVE OF SITE SPECIFIC ANALYTICAL METHODS USED TO

CONTROL/QUALITY ASSURANCE PROCEDURES. THIS NARRATIVE MUST INCLUDE

3. WHEN THE PERMITTEE HAS DETERMINED THAT SOME OR ALL OUTFALLS WILL

BE SAMPLED, A RATIONALE MUST BE INCLUDED ON THE PLAN FOR THE NTU

LIMIT(S) SELECTED FROM APPENDIX B. THIS RATIONALE MUST INCLUDE THE

SIZE OF THE CONSTRUCTION SITE, THE CALCULATION OF THE SIZE OF THE

THE PLAN. EPD WILL PROVIDE WRITTEN NOTICE TO THE PERMITTEE OF THE

ALL SAMPLING SHALL BE COLLECTED BY "GRAB SAMPLES" AND THE ANALYSIS OF

AND TEST PROCEDURES ESTABLISHED BY 40 CFR PART 136 (UNLESS OTHER TEST

THESE SAMPLES MUST BE CONDUCTED IN ACCORDANCE WITH METHODOLOGY

STORM WATER SAMPLING GUIDANCE DOCUMENT, EPA 833-B-92-001" AND

1. SAMPLE CONTAINERS SHOULD BE LABELED PRIOR TO COLLECTING THE

BE USED FOR COLLECTING SAMPLES. THE JARS SHOULD BE CLEANED

COLLECTED NO LATER THAN THE NEXT BUSINESS DAY AFTER THEIR

3. SAMPLES SHOULD BE WELL MIXED BEFORE TRANSFERRING TO A SECONDARY

4. LARGE MOUTH, WELL CLEANED AND RINSED GLASS OR PLASTIC JARS SHOULD

THOROUGHLY TO AVOID CONTAMINATION.. MANUAL, AUTOMATIC OR RISING

SHOULD BE ANALYZED IMMEDIATELY, BUT IN NO CASE LATER THAN 48 HOURS

AFTER COLLECTION. HOWEVER, SAMPLES FROM AUTOMATIC SAMPLERS MUST BE

ACCUMULATION, UNLESS FLOW THROUGH AUTOMATED ANALYSIS IS UTILIZED. IF

MANUAL SAMPLING OR RISING STAGE SAMPLING DURING THE NEXT QUALIFYING

EVENT. DILUTION OF SAMPLES IS NOT REOUIRED. SAMPLES MAY BE ANALYZED

DIRECTLY WITH A PROPERLY CALIBRATED TURBIDIMETER. SAMPLES ARE NOT

STAGE SAMPLING MAY BE UTILIZED. SAMPLES REQUIRED BY THIS PERMIT

AUTOMATIC SAMPLING IS UTILIZED AND THE AUTOMATIC SAMPLER IS NOT

ACTIVATED DURING THE QUALIFYING EVENT. THE PERMITTEE MUST UTILIZE

TOPOGRAPHIC MAP, AND ALL OTHER PERENNIAL AND INTERMITTENT STREAMS

AND OTHER WATER BODIES LOCATED DURING MANDATORY FIELD VERIFICATION,

ALONF CONSTRUCTION: (A) THE LOCATION OF ALL PERENNIAL AND

MORE WILL BE DISTURBED. THE FOLLOWING PROCEDURES CONSTITUTE EPD'S

SAMPLING REQUIREMENTS SHALL INCLUDE THE FOLLOWING:

THE CONSTRUCTION OF SINGLE-FAMILY HOMES WHICH ARE NOT PART OF A

Ronald T Godwin Level II Certified Design Professional

= LAND LOT CERTIFICATION NUMBER \_\_\_\_\_0000011203 Issued: **05/23/18** Expires: **05/23/24** 

L.L.L. = EDGE OF PAVEMENT = CONCRETE MARKER = TEMPORARY BENCHMARK = BUILDING SETBACK LINE B/L = OVERHEAD UTILITY LINES F.F.E. = FINISHED FLOOR ELEVEATION

= UTILITY POLE

= REBAR SET

= REBAR SET

= REBAR FOUND

= OPEN TOP PIPE

= CRIMP TOP PIP

= LAND LOT LINE

<u>LEGEND</u>

(1) THE PRIMARY PERMITTEE MUST SAMPLE IN ACCORDANCE WITH THE PLAN AT LEAST ONCE FOR EACH RAINFALL EVENT DESCRIBED BELOW. FOR A OUALIFYING EVENT, THE PERMITTEE SHALL SAMPLE AT THE BEGINNING OF ANY STORM WATER DISCHARGE TO A MONITORED RECEIVING WATER AND/OR FROM A MONITORED OUTFALL LOCATION WITHIN IN FORTY-FIVE (45) MINUTES OR AS SOON AS POSSIBLE.

IN NO CASE MORE THAN TWELVE (12) HOURS AFTER THE BEGINNING OF THE STORM WATER DISCHARGE.

## (3)SAMPLING BY THE PERMITTEE SHALL OCCUR FOR THE FOLLOWING

(a) FOR EACH AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL, THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH WITH A STORM WATER DISCHARGE THAT OCCURS DURING NORMAL BUSINESS HOURS AS DEFINED IN THIS PERMIT AFTER ALL CLEARING AND GRUBBING OPERATIONS HAVE BEEN COMPLETED, BUT PRIOR TO COMPLETION OF MASS GRADING OPERATIONS, IN THE DRAINAGE AREA OF THE LOCATION SELECTED AS THE SAMPLING LOCATION: (b) IN ADDITION TO (A) ABOVE, FOR EACH AREA OF THE SITE THAT

EVENT THAT REACHES OR EXCEEDS 0.5 INCH WITH A STORM WATER

(c) AT THE TIME OF SAMPLING PERFORMED PURSUANT TO (A) AND (B) ABOVE OR FROM AN OUTFALL ARE NOT PROPERLY DESIGNED, INSTALLED AND SURFACE WATER DRAINAGE AREA, AND THE TYPE OF RECEIVING WATER(S) (I.E., MAINTAINED, CORRECTIVE ACTION SHALL BE DEFINED AND IMPLEMENTED 4. ANY ADDITIONAL INFORMATION EPD DETERMINES NECESSARY TO BE PART OF

(d) WHERE SAMPLING PURSUANT TO (A), (B) OR (C) ABOVE IS REQUIRED BUT PROCEDURES HAVE BEEN APPROVED); THE GUIDANCE DOCUMENT TITLED "NPDES

> SAMPLING REQUIRED BY (A) ABOVE SHALL SAMPLE IN ACCORDANCE WITH (B). THOSE EXISTING CONSTRUCTION ACTIVITIES THAT HAVE MET THE SAMPLING REQUIRED BY (B) ABOVE SHALL NOT BE REQUIRED TO CONDUCT ADDITIONAL SAMPLING OTHER THAN AS REQUIRED BY (C) ABOVE.

AND (B) ABOVE BY COLLECTING TURBIDITY SAMPLES FROM ANY RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH AND ALLOWS FOR SAMPLING AT ANY TIME OF THE DAY OR WEEK.NON-STORM WATER DISCHARGES. EXCEPT FOR FLOWS FROM FIRE FIGHTING ACTIVITIES, SOURCES OF NON-STORM WATER LISTED IN PART III.A.2. OF THIS PERMIT THAT ARE COMBINED WITH STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY MUST BE IDENTIFIED IN THE PLAN. THE PLAN SHALL IDENTIFY AND ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON-STORM WATER COMPONENT(S) OF THE DISCHARGE.

THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED TO EPD 1.FOR CONSTRUCTION ACTIVITIES THE PRIMARY PERMITTEE MUST SAMPLE ALL RECEIVING WATER(S), OR ALL OUTFALL(S), OR A COMBINATION OF RECEIVING WATER(S) AND OUTFALL(S). SAMPLES TAKEN FOR THE PURPOSE OF COMPLIANCE WITH THIS PERMIT SHALL BE REPRESENTATIVE OF THE MONITORED ACTIVITY AND REPRESENTATIVE OF THE WATER QUALITY OF THE RECEIVING WATER(S)

(a) THE UPSTREAM SAMPLE FOR EACH RECEIVING WATER(S) MUST BE TAKEN IMMEDIATELY UPSTREAM OF THE CONFLUENCE OF THE FIRST STORM WATER DISCHARGE FROM THE PERMITTED ACTIVITY (I.E., THE DISCHARGE FARTHEST UPSTREAM AT THE SITE) BUT DOWNSTREAM OF ANY OTHER STORM WATER DISCHARGES NOT ASSOCIATED WITH THE PERMITTED ACTIVITY, WHERE APPROPRIATE, SEVERAL UPSTREAM SAMPLES FROM ACROSS THE RECEIVING WATER(S) MAY NEED TO BE TAKEN AND THE ARITHMETIC AVERAGE OF THE

TURBIDITY OF THESE SAMPLES USED FOR THE UPSTREAM TURBIDITY VALUE.

AND/OR THE STORM WATER OUTFALLS USING THE FOLLOWING MINIMUM

(b)THE DOWNSTREAM SAMPLE FOR EACH RECEIVING WATER(S) MUST BE TAKEN DOWNSTREAM OF THE CONFLUENCE OF THE LAST STORM WATER DISCHARGE FROM THE PERMITTED ACTIVITY (I.E., THE DISCHARGE FARTHEST DOWNSTREAM AT THE SITE) BUT UPSTREAM OF ANY OTHER STORM WATER DISCHARGE NOT ASSOCIATED WITH THE PERMITTED ACTIVITY. WHERE APPROPRIATE, SEVERAL DOWNSTREAM SAMPLES FROM ACROSS THE RECEIVING WATER(S) MAY NEED TO BE TAKEN AND THE ARITHMETIC AVERAGE OF THE TURBIDITY OF THESE SAMPLES USED FOR THE DOWNSTREAM TURBIDITY VALUE.

(c) IDEALLY THE SAMPLES SHOULD BE TAKEN FROM THE HORIZONTAL AND VERTICAL CENTER OF THE RECEIVING WATER(S) OR THE STORM WATER OUTFALL CHANNEL(S).

(d)CARE SHOULD BE TAKEN TO AVOID STIRRING THE BOTTOM SEDIMENTS IN THE RECEIVING WATER(S) OR IN THE OUTFALL STORM WATER CHANNEL.

(e) THE SAMPLING CONTAINER SHOULD BE HELD SO THAT THE OPENING FACES

## (f) THE SAMPLES SHOULD BE KEPT FREE FROM FLOATING DEBRIS. (g) PERMITTEES DO NOT HAVE TO SAMPLE SHEETFLOW THAT FLOWS ONTO

UNDISTURBED NATURAL AREAS OR AREAS STABILIZED BY THE PROJECT. FOR PURPOSES OF THIS SECTION. STABILIZED SHALL MEAN. FOR UNPAVED AREAS. AND AREAS NOT COVERED BY PERMANENT STRUCTURES AND AREAS LOCATED OUTSIDE THE WASTE DISPOSAL LIMITS OF A LANDFILL CELL THAT HAS BEEN CERTIFIED BY EPD FOR WASTE DISPOSAL, 100% OF THE SOIL SURFACE IS UNIFORMLY COVERED IN PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER, OR LANDSCAPED ACCORDING TO THE PLAN (UNIFORMLY COVERED WITH LANDSCAPING MATERIALS IN PLANNED LANDSCAPED AREAS), OR EQUIVALENT PERMANENT STABILIZATION MEASURES AS DEFINED IN THE MANUAL (EXCLUDING A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET CROP PERENNIALS APPROPRIATE FOR THE REGION).

(h)ALL SAMPLING PURSUANT TO THIS PERMIT MUST BE DONE IN SUCH A WAY (INCLUDING GENERALLY ACCEPTED SAMPLING METHODS, LOCATIONS, TIMING, AND FREQUENCY) AS TO ACCURATELY REFLECT WHETHER STORM WATER RUNOFF FROM THE CONSTRUCTION SITE IS IN COMPLIANCE WITH THE STANDARD SET FORTH IN PARTS III.D.3. OR III.D.4.., WHICHEVER IS APPLICABLE.

## SAMPLING FREQUENCY

(2) HOWEVER, WHERE MANUAL AND AUTOMATIC SAMPLING ARE IMPOSSIBLE (AS DEFINED IN THIS PERMIT), OR ARE BEYOND THE PERMITTEE'S CONTROL, THE PERMITTEE SHALL TAKE SAMPLES AS SOON AS POSSIBLE, BUT

## QUALIFYING EVENTS:

DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL, THE FIRST RAIN DISCHARGE THAT OCCURS DURING NORMAL BUSINESS HOURS AS DEFINED IN THIS PERMIT EITHER 90 DAYS AFTER THE FIRST SAMPLING EVENT OR AFTER ALL MASS GRADING OPERATIONS HAVE BEEN COMPLETED, BUT PRIOR TO SUBMITTAL OF A NOT, IN THE DRAINAGE AREA OF THE LOCATION SELECTED AS THE SAMPLING LOCATION, WHICHEVER COMES FIRST;

IF BMPS IN ANY AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER WITHIN TWO (2) BUSINESS DAYS, AND TURBIDITY SAMPLES SHALL BE TAKEN FROM DISCHARGES FROM THAT AREA OF THE SITE FOR EACH SUBSEQUENT RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH DURING NORMAL BUSINESS HOURS\* UNTIL THE SELECTED TURBIDITY STANDARD IS ATTAINED, OR UNTIL POST-STORM EVENT INSPECTIONS DETERMINE THAT BMPS ARE PROPERLY DESIGNED, INSTALLED AND MAINTAINED;

NOT POSSIBLE (OR NOT REQUIRED BECAUSE THERE WAS NO DISCHARGE), THE PERMITTEE, IN ACCORDANCE WITH PART IV.D.4.A.(6), MUST INCLUDE A WRITTEN JUSTIFICATION IN THE INSPECTION REPORT OF WHY SAMPLING WAS NOT PERFORMED. PROVIDING THIS JUSTIFICATION DOES NOT RELIEVE THE PERMITTEE OF ANY SUBSEQUENT SAMPLING OBLIGATIONS UNDER (A), (B) OR (C) ABOVE: AND (é) EXISTING CONSTRUCTION ACTIVITIES, I.E., THOSE THAT ARE OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT, THAT HAVE MET THE

\*NOTE THAT THE PERMITTEE MAY CHOOSE TO MEET THE REQUIREMENTS OF (A)

(1) THE APPLICABLE PERMITTEES ARE REQUIRED TO SUBMIT THE SAMPLING RESULTS TO THE EPD AT THE ADDRESS SHOWN IN PARTC. BY THE FIFTEENTH 5. SAMPLING AND ANALYSIS OF THE RECEIVING WATER(S) OR OUTFALLS BEYOND DAY OF THE MONTH FOLLOWING THE REPORTING PERIOD. REPORTING PERIODS ARE MONTHS DURING WHICH SAMPLES ARE TAKEN IN ACCORDANCE WITH THIS PERMIT. SAMPLING RESULTS SHALL BE IN A CLEARLY LEGIBLE FORMAT. UPON WRITTEN NOTIFICATION, EPD MAY REQUIRE THE APPLICABLE PERMITTEE TO SUBMIT THE SAMPLING RESULTS ON A MORE FREQUENT BASIS. SAMPLING AND ANALYSIS OF ANY STORM WATER DISCHARGE(S) OR THE RECEIVING WATER(S) BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED IN A SIMILAR MANNER TO THE EPD. THE SAMPLING REPORTS MUST BE SIGNED IN ACCORDANCE WITH PART V.G.2. SAMPLING REPORTS MUST BE SUBMITTED TO EPD UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.

> (2) ALL SAMPLING REPORTS SHALL INCLUDE THE FOLLOWING INFORMATION: (a) THE RAINFALL AMOUNT, DATE, EXACT PLACE AND TIME OF SAMPLING OR **MEASUREMENTS:** (b) THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE

SAMPLING AND MEASUREMENTS (c) THE DATE(S) ANALYSES WERE PERFORMED; (d) THE TIME(S) ANALYSES WERE INITIATED

(e) THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE ANALYSES: (f) REFERENCES AND WRITTEN PROCEDURES, WHEN AVAILABLE, FOR THE ANALYTICAL TECHNIQUES OR METHODS USED; (q) THE RESULTS OF SUCH ANALYSES, INCLUDING THE BENCH SHEETS,

INSTRUMENT READOUTS, COMPUTER DISKS OR TAPES, ETC., USED TO DETERMINE THESE RESULTS; (h) RESULTS WHICH EXCEED 1000 NTU SHALL BE REPORTED AS "EXCEEDS 1000 NTU:" AND

(i) CERTIFICATION STATEMENT THAT SAMPLING WAS CONDUCTED AS PER THE

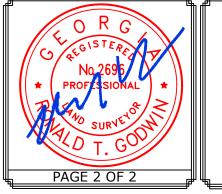
(3) ALL WRITTEN CORRESPONDENCE REQUIRED BY THIS PERMIT SHALL BE SUBMITTED BY RETURN RECEIPT CERTIFIED MAIL (OR SIMILAR SERVICE) TO THE APPROPRIATE DISTRICT OFFICE OF THE EPD ACCORDING TO THE SCHEDULE IN APPENDIX A OF THIS PERMIT. THE PERMITTEE SHALL RETAIN A COPY OF THE PROOF OF SUBMITTAL AT THE CONSTRUCTION SITE OR THE PROOF OF SUBMITTAL SHALL BE READILY AVAILABLE AT A DESIGNATED LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI. IF AN ELECTRONIC SUBMITTAL IS PROVIDED BY EPD THEN THE WRITTEN CORRESPONDENCE MAY BE SUBMITTED ELECTRONICALLY; IF REQUIRED, A PAPER COPY MUST ALSO BE SUBMITTED BY RETURN RECEIPT CERTIFIED MAIL OR SIMILAR SERVICE.

## Concrete drum washout prohibited.

 The purpose of this plan is for the construction of a new home on a vacant lot.

For building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other

materials present on the site, provide cover (e.g. plastic sheeting, temporary roofs) to minimize the exposure of these products to precipitation and to stormwater, or a similarly effective means designed to minimize the discharge of pollutants from these areas. Minimization of exposure is not required in cases where exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk to stormwater contamination (such as final products and materials intended for outdoor use).



Effective January 1, 2021

# Premier Pools & Spas

Subdivision: Lullwaater Address: 1606 Emory Road PB. 8 ~ PG. 36-37 Lot: 4 Block: C District: 18th Land Lot: 53 F.W.P.D. 06/23/2021 County: DeKalb, GA Date: 08/12/2021 Job No: 21-118



P.O. BOX 15 Tyrone, GA 30290 770-560-3910 770-560-6930 four\_corners@bellsouth.net ron@fourcornerssurving.com

## POOL CONSTRUCTION CONTRACT



South Atlanta Pools And Spas Inc.
D.B.A. Premier Pools & Spas
9 Pine Grove Rd. Locust Grove, Ga 30248
THIS OFFICE IS INDEPENDENTLY OWNED AND OPERATED

THE AND OF ENAMED	
Buyer's Name Adam Sever	
Address 1606 Emory RD NE	
City/State/Zip Atlanta, GA 30306.	
Phone (1) Phone (2)	
Email adamsever Danail.com	

Pool

Kings		mailadam sever (b) a	quail . com			
Georgia's only selected pool builder to b featured on HGTV & DIY Networks  SCHEDULE OF PROGR		AYMENTS		ST	ART AND COMPLETION OF W	ORK
Premier Pools & Spas® ("Builder"), a licensed swagrees to sell and install to						
1606 Emery RD NE			DESCRIPTION OF S		V-1-V-1-V-1-V-1-V-1-V-1-V-1-V-1-V-1-V-1	
96,635, and Buyer hereby agrees to Said cash price includes a cash down payment of			x Depth3 \( \begin{array}{cccccccccccccccccccccccccccccccccccc			
hereby acknowledged. The unpaid balance of cast			In Conjunction with the dimensions and indice	this co	ntract is a 3D computer rendering	showing chang size
30% prior to: Excavation			uns contract indicates	tne ap	proval of design mentioned above.	
30% prior to: Shotcrete		\$ 26,091.60	Extra Work and chan writing, signed and pa by the new change of Failure of the contract	ige ord id in fur der. To or to co ensation	RK AND CHANGE ORDERS: lers become part of the contract or ill by the buyer, prior to the commen he order must describe the scope of comply with the requirements of this on for work performed based upon prichment.	cement of any work cove of the extra work or chan
GENERAL CONSTRUCTION  Standard Plans and Pool Permit	I s v	PO	OL		WATER FEA	TURES
Pool layout for approval by Buyer. Excavation and hand contouring. Buyer to be present on day of excavation Removal of dirt from build site at additional cost if requested by uyer. Access of wall or fence to be: Removed and Replaced by Buyer unless noted here. Removal of trees in access and pool site area. Removel from pool site on day of excavation only Stumps	Buyer Buyer Buyer 2 Hours Builder Builder Builder Builder	23. Steps, Benches & Ledges - Per D 24. Water line Tile (POOL) 25. Coping Flagstone Other: 26. Hand Troweled Plaster. Discolorat not Contractor's liability Plaster Color Pebble Finish: Regular or Mini 27. Decking installed within pool site: Sq. Ft.	es daily for 7-10 days) esign	Builder	47. Sheer Descents: Size Quant 48. Scuppers: Type Quant 49. Bubblers: Quantity Location 50. Deck Jets: Quantity Location 51. Laminar Jets: Quantity Location 52. Water Falls: Small 1 ton of rock Extra Larg 53. Other:  ADDITIONAL SPEC	ity in: in:  Medium 3 ton of rock e 10 ton of rock
Docusigned by:  Omeowife Asignature  Docusigned by:  BEDSSEAFOD004B9  Omeowner Signature  lease Make All Checks Payable To: South	Atlanta	4/23/2021  Date  4/23/2021  Date  Pools and Spas	REPRESENTATION ACT FOR OR ON I	CT CON: IOT BY A	STITUTES THE ENTIRE CO BOUND BY ANY ORAL MY AGENT OF EITHER PART LF OF EITHER PARTY OR BY ECIFIED IN THE CONTRACT.	EXPRESSION OR

### 1. TERMS AND CONDITIONS

Limited Warranties - Builder warrants its work to be free from defects in material and workmanship for a period of one year from the date the interior finish is installed.

In the event Builder contracts to install walks and decking, said walks and decking are not warranted against cracking, chipping, raising, settling, or discolorations. Plaster is not warranted against discoloration, staining, chipping, or cracking since such plaster defects generally result from local water conditions, improper use of chemicals, or improper cleaning of the pool.

All pool equipment and accessories installed as provided for herein, carry a warranty as provided by the manufacturer of the same. When Buyer has work performed by others, Builder does not warrant such work and Builder shall not be held liable for such work or for loss or damages which may result there from.

Buyer shall notify Builder of any alleged defects or breach of the above warranty within a reasonable time after discovery, in no event later than 2 days after discovery; such notice shall be sent to Builder at its place of business set forth on the other side of this contract.

The above warranties are effective only if Buyer has complied with all terms and conditions, payments and other provisions of the contract. The warranties become void if: the pool is not kept full, if the pool structure is damaged by reason of the water rising above the lowest point of the pool when the pool is not kept full, or by reason of any earth or fill ground movement, acts of God, war, riots or other civil disturbances, acts of others; or if there was a transfer or change of ownership of the real property on which the pool is located.

Defects or failures resulting from mistreatment or neglect by Buyer will be repaired or serviced at the Buyer's expense. If Buyer has work performed by others that is not provided for in this contract, such as, but not limited to, electrical panel changes, landscaping, erection of fences and retaining walls, Builder does not warrant such work, and Builder shall not be held liable for such work or for loss or damages which may result there from, or for delays to Builder caused by such work.

The sole and exclusive remedy of the Buyer and the obligation of Builder for the matters set forth herein whether on warranty, contract, negligence or strict liability, is the repair of the defect. Builder shall in no event be liable for special or consequential damages.

If excavation has not started 90 days from date of the contract for reasons beyond Builder's control, Builder shall have the right to cancel the contract upon notice to the Buyer.

### 2. CONTRACTS AND SPECIFICATIONS

This contract constitutes the entire contract and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for or on behalf of either party or by a commitment or arrangement not specified in the contract. No extra or change-order work shall be required to be performed without prior written authorization of the person contracting for the construction of the home improvement or swimming pool. Any change order forms for changes or extra work shall be incorporated in, and become a part of the contract. For such additional work so added to the contract, it is agreed that the total price under this contract shall be increased by the price of such additional work, that installments may be increased proportionally, and that all terms and conditions of this contract shall apply to such additional work. Both parties agree that the contract completion shall be extended 5 working days for each additional working day necessitated by the change order.

If any provision (or portion thereof) of this contract shall be deemed invalid it is agreed that such invalidity shall only affect such provision (or portion thereof) and the remainder of this contract shall remain in force and effect.

## 3. RESPONSIBILITIES OF BUILDER - CONDITIONS AND LIMITATIONS

Builder agrees to do all work provided in this contract in a good and workmanlike manner, but shall not be responsible for delay or failure to perform work when such delay or failure is due to: acts of God, inclement weather, war, riot, or other civil disturbance, labor disputes, government prohibition, non-issuance of all required permits affecting the swimming pool and adjacent areas, failure of Buyer to perform any obligations to be performed by him hereunder, or other reasons beyond Builder's control. The date of completion provided for herein shall be extended five (5) calendar days for each calendar day caused by any or all of the events referred to in this paragraph, up to and including the sixth (6th) day of delay. Thereafter, the date of completion shall be extended one (3) calendar days for each calendar day of delay

Builder is not responsible for damage to improvements and appurtenances located in or reasonably adjacent to the access routes or the pool sites, including but not limited to such items as curbs, sidewalks, driveways, patios, lawns, shrubs, sprinkler systems and fences. Builder is not responsible for damages caused by ground compaction by excavation equipment. Builder is not responsible for flotation of pool.

All pool dimensions are approximate with reasonable tolerance either way. The parties agree that Builder shall have substantially completed performance in a good and workmanlike manner In all final surface dimensions are within 10% of the specified surface dimensions, and all final vertical dimensions are within 10% of the specified vertical dimensions. Buyer and Builder agree that It is difficult and Impractical to compute the actual damages In the event of a deviation In pool dimensions; therefore, Buyer and Builder agree that liquidated damages for error by Builder shall be computed as follows: \$3.00 per square foot multiplied by the difference between the water surface square foot area of the pool specified herein (less the 10% variance) and the actual water surface of the pool as constructed; \$20.00 an inch for variance of more than 10% of the vertical dimensions of the pool specified herein (less 10% variance). However, in the event the specified pool depth is not attainable with normal excavation equipment, due to underground water, sand, rock or other unusual subsurface conditions, beyond Builder's control, then Builder and Buyer shall agree upon attained depth with no penalty to Builder.

Upon satisfactory final payment being made for the work performed, the contractor shall, furnish to the person contracting for the home improvement or swimming pool a full and unconditional release from any claim or mechanic's lien for which payment has been made.

## 4. RESPONSIBILITIES OF BUYER

If Buyer authorizes access to adjacent properties for Builder's use during construction, Buyer is required to obtain permission from the owner(s) of adjacent properties for such use, and Buyer agrees to be responsible and to hold seller harmless from any risks thereof.

Buyer is required at his expense to do all construction and other acts necessary, and to meet all conditions necessary to allow seller to complete the work as provided In this contract. Buyer to furnish all soil reports if necessary. Buyer has directed the location of the pool and other improvements and equipment as shown on the 3D computer rendering and where such location (or other location approved or directed by Buyer) is used there shall be no liability on the part of Builder for incorrect location of such pool, other improvements and equipment, or for encroachment or interference thereby upon the property, easements or rights of any third parties. Buyer shall furnish any necessary variance and associated permits. Buyer is responsible for all cost of permit and associated fees. Buyer is responsible to Supply an updated property survey. Drainage beyond the pool site is to be provided by Buyer and is to meet city and/or county requirements. No grading will be done by Builder unless specified on the reverse side of this contract. Buyer agrees to make payment called for by this contract on time, even though repairs under this contract may have been scheduled but not yet performed. All payments received later than 3 days from the time due extend the completion date hereunder an additional 3 days for each late day. If completion of the swimming pool is delayed by causes under Buyer's control for a period of more than 30 days, Buyer agrees to pay the increased labor and material, and equipment cost resulting from Buyer's delay. Approval of work by an inspecting governmental agency is deemed to be completion of that work in a workmanlike manner. The pool is deemed complete (for purposes of establishing a date of completion of construction) when

### 5. MATERIAL CONDITIONS FOR PERFORMANCE

Unless otherwise specifically provided in the plans and specifications of this contract, Builder has entered Into this contract based upon the following assumptions of facts:

- A. That Buyer will provide adequate access to Buyer's own property or through adjacent property for Builder's normal construction equipment to do the work, at no cost and with no liability to Builder.
- B. That soil at and around the agreed upon pool site is compacted to at least 90 percent and has a bearing capacity of at least 1,000 pounds per square foot.
- C. That soil at and around the agreed upon pool site is not of such an unstable nature, and that water conditions are not of such a nature, so as to preclude construction and operation of the pool in a normal manner and normal expense.
- D. That there will be no additional load condition that may be imposed on the pool structure by existing or proposed adjacent structures which will require extra engineering.
- E. That there are no rock formations, hard pan conditions, boulders, cesspools, septic tanks, gas lines, water pipes, sewer pipes, drain pipes, irrigation pipes, underground electrical conduit or other underground obstructions, which would require blasting, jack-hammer work, larger than normal excavation equipment or which would otherwise require work and give rise to costs in excess of what would normally be required. Normal excavation time is four (4) hours within pool site. If any of the foregoing assumptions of fact are not true, Builder may, at its option, terminate this contract with no further liability to either Buyer or Builder, except that Buyer agrees to pay to Builder the actual cost of all labor, materials, equipment, and permits already furnished and required to restore the premises. It is understood, however, that the parties may, by agreement in writing, amend this contract to deal with such an event.

### 6. POOL SITE

The term pool site means the area comprising the water surface area and that portion of the ground surface extending to a distance of not more than four (4) feet (or to a distance required by local code for minimum decking) from the perimeter of the pool water surface.

### 7. GRADING, DECKING, DRAINAGE, RETAINING WALLS AND FENCING

Unless specified on the face of the contract herein, none of the following are the Builder's responsibility and shall specifically be Buyer's responsibility: grading and drainage beyond pool site, decking, retaining walls and fencing.

### 8. PLUMBING AND UTILITIES

Unless specified otherwise on the face of the contract, or on the plans, plumbing, gas, waste and water lines are not to be changed, and labor, materials and equipment necessary to relocate, reroute or replace sanitation and water supply systems and utilities, including overhead and underground, are not included under the terms of the contract and shall be the responsibility of the Buyer.

### 9. ELECTRICAL SERVICE

Unless specifically included, electrical work contemplates no change to existing service panel other than the addition of circuit breakers or fuse blocks to distribute electrical current to new outlets. Changes to existing wiring not included. ALL PANEL CHANGES ARE BUYER'S RESPONSIBILITY.

### 10. DAMAGE TO WORK

In the event work already performed is damaged by any cause beyond Builder's control and Buyer elects to cancel the work or the work is ordered terminated by public authority, Builder shall be paid for such work, the amount agreed to in writing for such work, or if not so agreed, the cost price for such labor and materials plus 30% of such price cost. If the work is not cancelled or terminated, all work necessary to replace work already performed shall be considered additional work to be paid for by the Buyer in accordance with the preceding sentence.

### 11. Pool Equipment

(pumps, filters, sanitizers, electronic control panels, lighting, transformers) are not considered fixtures to the buyers dwelling and are the property of builder until final payments have been made by the buyer. Builder has the right to remove such equipment from buyer's property in the event that final payment is not made in full.

## 12. ASSIGNMENTS IN SUB-CONTRACTS

Builder may assign or sub-contract all or any portion of the work to be done.

## 13. ARBITRATION OF DISPUTES

If, at any time, any controversy shall arise between the parties with respect to any matter arising out of, or relating to this contract, the formation or validity thereof, performance thereunder of the breach thereof, which the parties do not promptly adjust and determine, said controversy shall be decided by arbitration administered and in accordance with the Construction Arbitration Rules of the American Arbitration Association then obtaining unless waived. This agreement to arbitrate rendered by the arbitrators shall be final and judgment may be entered upon it in any court having jurisdiction thereof. The locale of any arbitration hearing will be determined as would the venue of any action pursuant to the laws of the state. This agreement to arbitrate shall not apply to the non-judicial exercise of the power of sale granted by Buyer to the trustee for the benefit of Builder.

NOTICE: BY SIGNING OF THIS CONTRACT YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY GEORGIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING THE FRONT OF THIS CONTRACT YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

## 14. DEFAULT

In the event of default by Buyer of any provision of this contract, Buyer agrees to pay all collection costs, and interest from date of default. Reasonable attorney's fees shall be awarded to the prevailing party In any action brought under this contract.

Acknowledgment pursuant to Magnuson-Moss Federal Warranty Act: Buyer acknowledges that the sales representative for Premier Pools & Spas® has orally Informed Buyer that he has copies In a binder of the warranties for the warranted products being offered for sale. Buyer also acknowledges that he has been given the opportunity to Inspect the warranties at any time during the sales presentation. "Each Buyer acknowledges that: (1) Before signing this contract he received and read a legible, completely filled-in copy of this contract; (2) Upon signing, his copy was also signed by the parties hereto; (3) He received a copy of every other document he signed during the contract negotiations, including the 3D computer rendering, prior to commencement of any work; (4) He has read all two pages herein and any attached plans and specifications and agrees to be bound by all the terms and conditions herein contained; (5) Buyer further acknowledges that he has read and received an attached duplicate notice of cancellation, and had been told verbally of his right to cancel this contract.

Buyers signature	M	Date
	EDD00EAE0D004D0	



Buyer's Name:

Building a pool should be a fun and exciting process. Please take a few minutes to read and initial the items below indicating that you have read and understand them. Doing so will minimize any ambiguity regarding the process and ensure proper expectations have been established.

# INITIALS

### GENERAL

Access to the backyard must be provided for the entire length of construction. Work crews must be free to come and go and specific days or times for work to be done are tentative and subject to change without notice. Animals cannot be loose in the backyard.

Requests or modifications to your existing contract or design must be confirmed in writing. The charge for any addendum or amendment shall be due at the time it is signed. Any change will the delay the construction process.

Buyer is aware that they are responsible for watering their gunite shell twice a day for 7-10 days. (If tile is installed within this time period, please keep the tile dry for 24 hours before commencement of the watering process.)

Buyer is aware that it is their responsibility to be home for their Pre-Plaster inspection to allow the inspector access to their home. The inspector will not provide a specific time for the inspection and as such the Buyer may need to be home all day. We realize this is an inconvenience, however, it is completely out of our control. Your permitting jurisdiction may also require fences be updated to meet code, smoke alarms, carbon monoxide detectors, as well as door alarms. None of these items are provided by Premier Pools & Spas unless specifically contracted.

Premier Pools & Spas pricing assumes a cash discount. This includes payments by personal check, cashier's check, cash or escrow holdback. In some cases Premier Pools & Spas also accepts payments by both credit card and debit card, however, under such payment method, the cash discount will be forfeited and a processing fee will be applied.

Buyer agrees that the pool is considered complete upon installation of the interior finish. Buyer agrees to release all funds from any Escrow or Financing Holdback upon the installation of the interior finish. Any outstanding items shall be handled as "punch-list" items and will be resolved in a timely manner.



## **EXCAVATION**

Premier Pools & Spas is not responsible for the final grading in your yard. Elevation is set to an elevation dictated by both the design, existing concrete and existing grading in the yard. Grading beyond the pool and decking is often required and is the responsibility of the Buyer and is considered landscape grading.

Buyer is familiar with the term "Rock/Water" dig and understands that if their dig hits rock or water there will be an additional charge to complete the excavation. Rock or Water digs may include, but are not limited to; lava caps, caliche, rock formations, boulders, hard-pan soil, cemented soil, concrete, ground water, refuse or other buried debris. In the event that an extra day of excavation is concluded in less than four hours then the minimum charge will be applied. There will also be an additional charge for any sand and/or gravel which must be brought in to accommodate these conditions. This will apply to any rock or water presence which prevents Premier Pools & Spas from completing the excavation in the time it would have taken had these conditions not existed.

Buyer is responsible for any damage to existing underground utilities - this includes but is not limited to sprinkler lines, cable lines, water lines, electrical lines and drainage lines for the yard. In some cases, Premier Pools & Spas can repair these items for an additional fee.

Buyer is responsible for any damage to any existing concrete or pavers - this includes but is not limited to sidewalks, driveways and patios. In some cases, Premier Pools & Spas can repair these items for an additional fee.



### DECKING

## ON-CONTRACT

Concrete decking cannot be guaranteed for evenness of color and may not be the exact shade requested. These items are not covered under warranty.

As the ground moves and shifts, it will inevitably crack your concrete decking. We will make every effort to ensure the sub-base is properly prepared and compacted, however, this will only help to minimize cracking and not eliminate the cracks altogether. Cracks are not considered a defect and thus not covered under warranty.



## **OFF-CONTRACT**

If Buyer choses to do their own decking directly through an outside decking subcontractor the following items become the responsibility of the homeowner.

The following items are the responsibility of the Buyer's decking subcontractor and no longer the responsibility of Premier Pools & Spas:

- Backfilling of open trenches
- Overflow line extension
- Scheduling pre-deck inspection
- Cleaning of tile after deck pour
- Grading of deck area
- Any required sleeving
- Removal of excess dirt from deck grading
- Connect sheer descents if applicable
- Backfilling and compaction of ramp
- Pouring of equipment pad
- Sub-base preparation and compaction
- Mastic behind coping if applicable



## INTERIOR FINISH

## **ALL FINISHES**

Proper water chemistry levels (Chlorine, pH, Alkalinity, etc.) are imperative to ensure a long-lasting, durable and attractive interior finish. Failure to maintain these levels will void any warranty on your interior finish. Premier Pools & Spas recommends having your pool water professionally tested at least once a month to protect your finish and your warranty. Please keep a record of these professional tests.



Final payment will be due upon Interior Finish phase. If payment is not made available at this time, Premier Pools reserves the right to reschedule interior finish installation at an additional cost to the customer.

## NON-PEBBLE FINISHES

Non-Pebble interior finishes cannot be guaranteed for evenness of color and may not be the exact shade requested.

Shading and color variation is a natural occurrence in all non-pebble interior finishes.

The original color will fade over time due to sun exposure and water chemistry.

Non-Pebble interior finishes have a tendency to be streaked, blotchy and have a mottled appearance. These are not workmanship items and thus are not covered under warranty.

Crazing - cracks in the surface - are unavoidable with non-pebble interiors and can be more pronounced with darker interior finishes. Again, these are not workmanship items and thus are not covered under warranty.

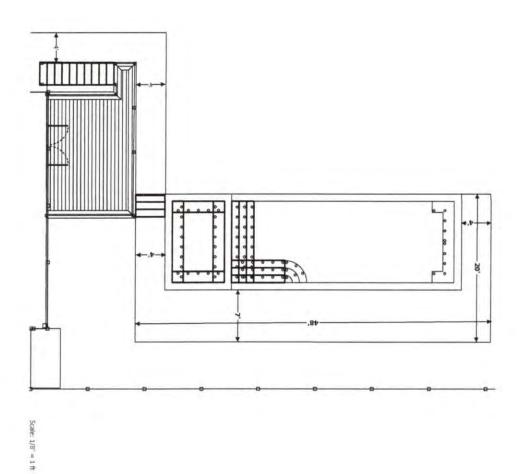


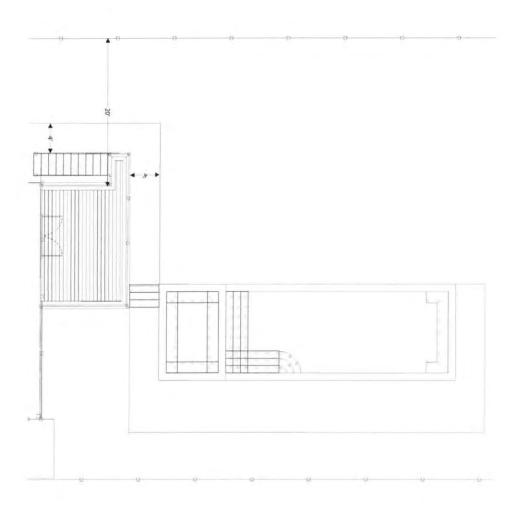
### PEBBLE FINISHES

Pebble interior finishes are natural products and as such will have a certain amount of unevenness or variation in the exposure of the pebbles. This is part of the beauty of these finishes and is most common on the edges of the steps and benches, as well as, the coves - where the floor and wall meet.

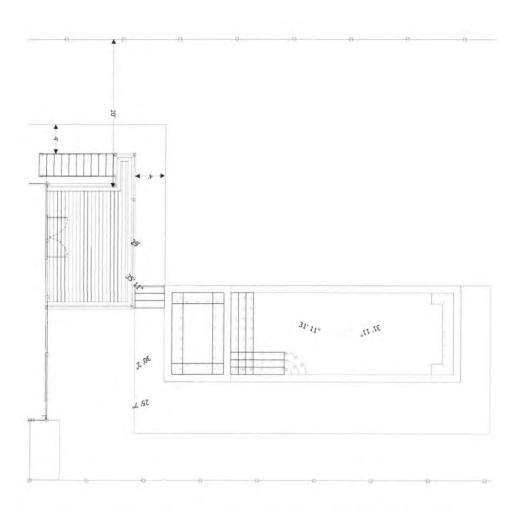
During the first year, the pool will continuously lose pebbles. This is to be expected and is not cause for concern; nor will it diminish the interior finishes durability or beauty.







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### **Summary**

Parcel Number 18 053 02 017 Location Address 1606 EMORY RD ATLANTA GA 30306

**Legal Description** 

Property Class R3 - RESIDENTIAL LOT

Neighborhood 0940 Tax District 04 Millage Rate 44.19 Approximate/Computed Acres 0.3 Homestead N

### <u>View Map</u>

### **Valuation**

	2020	2019	2018	2017	2016
LUC	101	101	101	101	101
Class	R3	R3	R3	R3	R3
+ Land Value	\$225,000	\$111,600	\$111,600	\$111,600	\$111,600
+ Building Value	\$344,400	\$419,300	\$392,700	\$303,000	\$342,400
= Total Value	\$569,400	\$530,900	\$504,300	\$414,600	\$454,000
Assessed Value	\$227,760	\$212,360	\$201,720	\$165,840	\$181,600

No data available for the following modules: Commercial Improvement Information, Accessory Information, Photos, Sketches.

DeKalb County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

User Privacy Policy GDPR Privacy Notice

Last Data Upload: 5/3/2021, 7:23:56 AM

Developed by

Schneider
GEOSPATIAL

Version 2.3.118

Georgia Intangible Tax Paid \$39.00

DEED BOOK 25134 Pg 314

Filed and Recorded: 08/31/2015 1:01:08 PM

Debra DeBerry Clerk of Superior Court DeKalb County, Georgia

Return To: Wells Fargo Bank, N.A. FINAL DOCS N0012-01B DES MOINES, IA 50321

Prepared By: MIKAYEL DANIELYAN 800 WALNUT ST DES MOINES, IA 50309-0000

> When Recorded Return to: Indecomm Global Services As Recording Agent Only 1260 Energy Lane St. Paul, MN 55108

## Security Deed

7997 9076

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 June 24, 2015, together with all Riders to this document.
- (B) "Borrower" is Adam M Sever, married. Borrower is the grantor under this Security Instrument.
- (C) "Lender" is Wells Fargo Bank, N.A., Lender is a corporation organized and existing under the laws of United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the grantee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated June 24, 2015. The Note states that Borrower owes Lender three hundred thirty four thousand and 00/100 Dollars (U.S. \$ 334,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2045.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "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.
- (G) "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 ☐ 1-4 Family Rider

□ VA Rider

□ Biweekly Payment Rider

600ther(s) [specify]

wawer of Borrowers

HCFG-00356

ers Kluwer Financial Services

2015062215.1.0.3112-J20150123Y



- (H) "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
- (I) "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.
- (J) "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.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "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.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "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.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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.
- (P) "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. 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 does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Fulton [Name of Recording Jurisdiction]: SEE ATTACHED LEGAL DESCRIPTION

Parcel ID Number: 18-053-02-017 which currently has the address of 1606 EMORY RD NE [Street] ATLANTA [City], Georgia 30306-2411 [Zip Code] ("Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender'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 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:

HCFG-00559 GEORGIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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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. 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

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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.

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.

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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.

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

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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 (as set forth below). 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, making repairs, replacing doors and windows, draining water from pipes, and eliminating building or other code violations or dangerous conditions. 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 be ar 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. 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.

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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 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. 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, 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.

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

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Form 5011 1/01 0874 Page 7 of 13 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 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 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.

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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 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's change of address, then 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.

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0ay Page 9 of \*77755(2015218\* 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.

- 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 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

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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 bring a court action to assert 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 granted by Borrower and any other remedies permitted by Applicable Law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. 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.

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If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further 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 Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.

If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.

- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. 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. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.
- 25. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.
- 26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

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.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Borrower

GEORGIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Whiters Kluwer Financial Services

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Form 3011 1/01 08/14



STATE OF GEORGIA, County ss: COBB

Signed, sealed and delivered in the presence of:

\*1 witness required. Cannot be the notary.

Briana de Veer

Notary Public, County State of Georgia

Loan Origination Organization: Wells Fargo

Bank N.A.

NMLSR ID: 399801

Loan Originator: FRANK WAY

NMLSR ID: 951390

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### **EXHIBIT A**

The following described real property located in County of DeKalb, State of Georgia; being more particularly described as follows:

Land Lot 53 of the 18th District of DeKalb County, Georgia, being known and designated as Lot 4, Block C, Lullwater Subdivision, as per plat recorded in Plat Book 8, Page(s) 36-37, Dekalb County, Georgia, which plat is hereby referred to and made a part of this description.

Being the same property conveyed to Adam M. Sever by deed from Thomas W. Gambrell and Stacey C. Gambrell recorded August 30, 2011, in Book 22605 page 653, in DeKalb County Records.

Property Address: 1606 Emory Rd NE, Atlanta, GA 30306-2411

APN: 18-053-02-017

The debt secured represents a refinance of a prior indebtedness between the same parties, as represented by the security deed recorded at deed book 22605 page 654 on which intangible tax was paid. Intangible tax paid represents the difference between the unpaid principle balance of the prior loan of \$321,326.95 and the amount of the new loan which is \$334,000.00 OCGA 48-6-65

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