Final Re-Subdivision PLPZ #2021 00049

Derron & Marion Slonecker and Peter & Lorraine Kelly

To make an equal area exchange of 2,222.3 SF and revise a common lot line

| Location:                  | 12 Hillcrest Lane  
|                            | 1 Old Farm Road    |
| Zone:                      | RA-1               |
| Existing                   | Proposed           |
| 12 Hillcrest Lane (lot 8)  | 1 acre (43,564.53 SF)  
|                            | 1 acre (43,564.53 SF)  |
| 1 Old Farm Road (lot 9)    | 1 acre (43,615.02 SF)  
|                            | 1 acre (43,615.02 SF)  |

APPLICATION SUMMARY
An application for final re-subdivision was submitted to the Planning & Zoning Commission to revise a common lot line with an equal area exchange of 2,222.3 SF between 12 Hillcrest Lane and 1 Old Farm Road, resulting in 1 acre parcels for both properties in the RA-1 zone. The revision is proposed in an attempt of the owners of 12 Hillcrest Lane to give full access to the drainage ditch to the owners of 1 Old Farm Lane. The applicant requests lot line revision approval and requests that the Commission declare that this is neither a subdivision nor re-subdivision.

ISSUES / COMMENTS TO BE ADDRESSED
1. The Commission should consider if the proposed revision of the lot line as a result of the conveyance of land constitutes a subdivision, a re-subdivision or neither as defined in Sec. 6-261(a)(6) and Sec. 6-261(a)(15) of the Greenwich Subdivision Regulations (GSR).
2. The Commission should determine if an open space parcel should be provided based on Sec. 6-297 of the GSR.
4. IWWA - issued Permit#2020-050 indicating approval for proposed development of 12 Hillcrest Lane. The applicant should continue to comply with the requirements of this permit.
5. ZEO - has indicated in comments dated 3/10/21 that the proposed lot line revision meets the requirements of the Building Zone Regulations, excluding Sections 6-15 and 6-17.
6. The subdivision map should include a signature block for the Planning and Zoning Chairman’s signature in accordance with 6-269(b)(16) of the GSR.
7. The following note should be placed on the subdivision map. “Upon approval of this subdivision plan, the owner agrees with the Town that unless otherwise specified hereon, the areas within at least ten (10) feet of the center line of any drainage facility, ditch or stream shown hereon, are dedicated for drainage, that no building or other structure shall be located thereon and that the Town shall not be under any obligation to maintain, clean, enclose, or otherwise alter or improve, such drainage facility” [Sec. 6-269(15)]

DEPARTMENT COMMENTS:
Zoning Enforcement – See Attached
Zoning:
The subject parcels are located at 12 Hillcrest Lane and 1 Old Farm Lane. These parcels are both 1.00 acres in size and appear to meet the zoning requirements for the RA-1 zone. These parcels are located along the westerly side of Hillcrest Lane. The lots were created from approved subdivision FSB 751 as shown on GLR Map no. 5586 and later revised in FRSB 796 as shown on GLR Map No. 5741.

The parcel at 12 Hillcrest Lane contains a dwelling and a driveway during pre-construction. A proposed 1 story addition, a pool and patio, retaining walls and walkways are currently being constructed. The entrance of the property is in the westerly side of Hillcrest Lane.

The parcel at 1 Old Farm Lane contains a dwelling, a driveway, a patio, retaining walls and walkway. The entrance of the property is in the northerly side of Old Farm Lane. The drainage ditch is currently along 12 Hillcrest Lane from the head wall to approximately 90 feet towards the rear yard and enters 1 Old Farm Lane up to the rear yard.

Both properties border residential properties in the RA-1 zone. There is an open space parcel along the rear of both properties which was created from the previous subdivision.

Proposal:
There is no proposed development for number 1 Old Farm Lane except for the proposed wetlands plantings located in the area to be conveyed to this lot from 12 Hillcrest Lane. The on-going development on 12 Hillcrest Lane involves a 1-story addition in the rear of the existing dwelling, new pool and pool patio, new driveway and landscape features like stone wall and walkway. The construction was previously approved by Wetlands, Engineering and Building department.

The equal area exchange is an attempt of the owners of 12 Hillcrest Lane to give the full access of the drainage ditch to the owners of 1 Old Farm Lane. The proposed stormwater management system for 12 Hillcrest Lane is a porous driveway and Cultec units in the rear yard. Planting buffers that were required by IWWA would also be planted along the drainage ditch inside 12 Hillcrest Lane’s current boundary. The southerly side of the drainage ditch, which is the area to be conveyed to 1 Old Farm Lane, will also contain planting buffers.

No open space, non-development area or reserve area is proposed in this application.

Background/Title Search:
The applicant submitted a deed history for 12 Hillcrest lane from 2005, when the land was sold to the current owner. The applicant submitted a deed history legal description for 1 Old Farm Lane from 2003 which references when Lot No. 9 was created as part of the subdivision #751 and recorded as Map No. 5586.
Application History:
FSB# 751 – approved on 4/25/78 ref. GLR Map No. 5586
FRSB# 796 – approved on 4/10/79 ref GLR Map No. 5741

APPLICABLE REGULATIONS:
A. Subdivision Regulations Section 6-261 – Definitions
B. Subdivision Regulations Section 6-269 – Record Sheets; Contents
C. Subdivision Regulations Section 6-270 – Construction Sheet; Contents
D. Subdivision Regulations Section 6-271 – Health Dept. Report; Sewage Disposal Facility
E. Subdivision Regulations Section 6-278 – Signing of Subdivision Plan
F. Subdivision Regulations Section 6-279 – Filing with Clerk
G. Subdivision Regulations Section 6-296 – Natural Features; preservation.
H. Subdivision Regulations Section 6-297 – Parks and Playgrounds; standards.
I. Subdivision Regulations Section 6-298 – Ownership of Park and Playground or Open Space Land; Proof; Filing.
J. Subdivision Regulations Section 6-304 – Lot Dimensions
K. Building Zone Regulations Section 6-205 – Schedule of Required Open Spaces, Limiting Heights and Bulk of Buildings
Project No.  PLPZ202100049

Reviewed for Planning and Zoning Commission.

TITLE OF PLAN REVIEWED:  Slonecker & Kelly

LOCATION:  12 Hillcrest & 1 Old Farm Rd.

PLAN DATE:  

ZONE:  RA-1

☐  Ok for Zoning Permit Sign-off with the following revisions:

☐  Resubmit the following prior to Site Plan/ Subdivision approval:

☒  The subject site plan/subdivision meets the requirements of the Building Zone Regulations, excluding sections 6-15 and 6-17, and is Ok for Zoning Permit Sign-off.

Reviewed by:  Jodi Couture  Date:  3/10/2021

Note:  These comments do not represent Building Inspection Division approval. Plans subject to review by ZEO at time of building permit application.
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
SITE DEVELOPMENT REVIEW

Engineering Project No. 21-4(1)  Department Project No.  Submittal Received Date: 2/24/2021
PLPZ202100049

Submittal Reviewed For:  Traffic Review Requested: No  Review Type: Final Subdivision
Planning and Zoning

PLAN SET INFORMATION

Plan Title: Resubdivision Plan  Project Address: 12 Hillcrest Lane

Engineering Firm: Ahneman Kirby, LLC  Original Plan Date: 2/12/2021  Latest Plan Revision Date: _____

DRAINAGE SUMMARY REPORT INFORMATION

Engineering Firm: --------  Original Report Date: _____  Latest Report Revision Date: _____

Reviews provided by the Engineering Division are for compliance with the Town’s “Roadway Design Manual and Standard Construction Details” and “Drainage Manual” as amended. Reviews are based upon the information and plans provided. Comments pertaining to the Town’s manuals are not all encompassing. Other reviewing entities may provide additional comments regarding consistency with these manuals in accordance with their jurisdictions. Review of sanitary sewer and septic systems are not reviewed by the Engineering Division.

All New Submittals for Commission Meetings must be received by the Engineering Division four weeks before scheduled Commission Meeting.

All Revised Submittals for Commission Meetings must be received by the Engineering Division three weeks before scheduled Commission Meeting.

Reviewed and Approved by: _______________________________ Date: 3/4/21
Scott Marucci - Senior Civil Engineer

COMMENTS AND CONDITIONS OF APPROVAL: Approved for Subdivision

1. No comments for the lot line revision.
Derron and Marion Slonecker
12 Hillcrest Lane
Old Greenwich, CT 06870

RE: Application #2020-008 to conduct regulated activities 12 Hillcrest Lane – Tax #12-1532/s
Permit #2020-050

Dear Mr. and Mrs. Slonecker,

The Inland Wetlands and Watercourses Agency has reviewed the application record and found the proposed activities in the above mentioned application are consistent with the purposes and policies of the Inland Wetland and Watercourses Regulations. Accordingly, the Agency GRANTED the enclosed permit with conditions.

Your attention is directed to the special and standard conditions because those in BOLD require action either prior to the start of clearing or construction activities or within a specific time period after the receipt of the permit.

The effective date of the permit is the date of issue. The permit expires 2 years from the effective date, but when deemed necessary, the Agency may extend the period according to the provisions in Section 11.11 of the Regulations.

If you have any questions concerning this permit or the functions and values of wetlands in Greenwich, please let me know.

Sincerely,

[Signature]

Brian Harris, Chairman
Elliot Benton, Vice Chairman
Stephan Skoufalos, Secretary

C: Ahneman Kirby, LLC
Issued to:  Derron and Marion Slonecker
12 Hillcrest Lane
Old Greenwich, CT 06870

Date Issued:  May 18, 2020

Following a duly noticed public meeting, the Inland Wetlands & Watercourses Agency APPROVED regulated activities on the property of Derron and Marion Slonecker at 12 Hillcrest Lane, tax #12-1532/s. The permitted activity is for modification of a driveway 15 feet from wetlands, as further described in the following documents.

3. Plans entitled “Proposed Residential Redevelopment – Derron and Marion Slonecker – 12 Hillcrest Lane – Old Greenwich, CT 06870” prepared by Ahneman Kirby, LLC. – C-1, Cover Sheet – T-1, Topographic Survey (revised 8/28/19) - SP-1, Proposed Site Plan – (9/18/18) - SP-2, Proposed Site Notes & Details – (9/18/18) - SP-3, Grade Plane & Site Notes – (9/18/18) - LID-1, Low Impact Development Plan – (9/18/18) - DP-1, Driveway Profile & Sight Distance Sheet – (8/28/19) - DP-2, Driveway Profile & Sight Distance Sheet – (8/28/19) - B-1, Building Elevation Sheet – certified by Thomas G. Ahneman, CT PE #14364 – dated June 25, 2018, revised March 9, 2020.
12. Construction Sequence Scheduling and map provided by Ahneman Kirby LLC, undated, unsigned.
14. Engineering Division Comments dated 5/14/2020 and signed by Scott Marucci, Town Senior Civil Engineer

After a full review of the considerations set forth in Section 10 of the Regulations and other pertinent factors, this permit is issued with the following special and standard conditions:

**SPECIAL CONDITIONS**

*Conditions in bold require action either prior to the start of clearing or construction activities or within a specified time period after the receipt of the permit.*

1. Final construction designs and locations shall be submitted for Wetlands Agency staff review and approval prior to the start of site activities. If there are any changes from the approved plan for the driveway and/or drainage system, the revised plans shall be submitted in both paper and digital formats.

2. A mitigation planting plan shall be provided with a minimum of 21 planting stations in the area 30 feet to the north of wetland flag #21 through wetland flag #15, for a length of about 90 feet, each station consisting of 3-5 native shrubs (3-4’ in height) or 1 native shade (2-2.5” caliper) or understory tree (7-8’ in height). The stations shall be dispersed throughout the area and shall be labeled with species name. A permanent buffer demarcation feature shall be shown along the northern edge of the plantings. This plan shall be subject to approval by this Agency or its staff.

3. Prior to the commencement of any on-site permit related activity, an estimate for the retail, installed cost of the IWWA Planting Plan shall be submitted for the purpose of determining a bond amount. The estimate is subject to approval by this Agency or its staff.

4. Prior to the commencement of any on-site permit related activity, a cash performance bond of $3,000.00, plus 50% of the approved value of the planting plan shall be submitted to the Agency to ensure compliance with the conditions of this permit. The bond shall be submitted in the form of a check payable to the Town of Greenwich. No portion of the bond shall be eligible for release until all Conditions of this permit are satisfied and staff has deemed the project to be in compliance with the approved plans.
5. Prior to the commencement of permit related activity, the proposed double line of silt fencing shall be installed at the limit of the construction envelope as shown on the approved plans and reinforced with hay bales in between. The permittee shall schedule an on-site meeting with Agency staff to inspect the sedimentation and erosion control prior to initiating construction.

6. Prior to the commencement of any on-site permit related activity, the permittee shall cause to be prepared a packet for the homeowner describing the components of the stormwater management system, their purpose, and practical means to maintain them. The packet shall be submitted for review and approval by this Agency or its staff. If the permittee is not the project end user, verification the end user received the information packet shall be submitted to the office of the Agency.

7. The existing Construction Sequence Scheduling shall be revised to provide a detailed sequence of each step including installation of erosion controls and maintenance, order of construction i.e., walls, driveway, courtyard and drainage and the approximated duration of each event. The plan shall be followed as a general guide as to how this project shall be controlled during implementation to protect the wetlands. The 2002 Connecticut Guidelines for Soil Erosion and Sediment Control shall be followed for how specific E&S measures are to be installed and maintained. The permittee shall conduct routine inspection and maintenance of all E&S control measures per the suggestions specified in the guidelines.

8. The portion of the bond associated with the plantings shall be eligible for release two full year(s) after the mitigation plan is fully implemented as verified by staff and at least 80% of the planted material is thriving. High-visibility tags shall be maintained on all of the planting stock for the duration of the two-year establishment period.

9. Areas within the disturbance envelope where the soil is compacted during construction shall be restored to their original properties and porosity by incorporation of compost per recognized guidelines, such as the Virginia DEQ Stormwater Design Specification No. 4 "Soil Compost Amendment". The certification of compliance required in Special Condition #8 below shall include certification this soil de-compaction was carried out as specified.

10. The stormwater drainage system shall be certified to have been constructed according to the approved plans and to be in compliance with the permit and conditions by a registered, professional engineer. Certification shall be based upon regular on-site supervision of
construction activities. A written certification report shall be submitted to Agency staff upon the completion of construction.

11. The permittee shall file a note on the Town Land Records requiring a licensed professional to inspect and certify the stormwater management structures every five years to ensure the system has been properly maintained, as required to sustain the designed goal. A copy of the filed note and copies of the periodic certifications shall be submitted to the Agency for its records.

12. Upon completion of construction activities, an "as-built" survey drawing locating foundations, other authorized structures, and surface stormwater management features with distances to inland wetland and watercourse areas shall be submitted. The survey shall be in a form suitable for filing on the Greenwich Land Records. A copy of the plan shall be submitted in both paper and digital formats.

-END-
STANDARD CONDITIONS:

All Greenwich Inland Wetlands and Watercourses Agency permits are subject to the following Standard Conditions:

1. This permit expires on May 18, 2022. If the authorized activity is not completed on or before this date, said activity shall cease and, if not previously revoked or specifically extended, this permit shall be null and void.

2. Prior to the commencement of any on-site permit related activity, the attached compliance statement shall be signed by the contractor engaged to perform the regulated activities and then returned to the Agency office. This form shall serve as written notice to the Agency as to when work is planned to commence. The permittee shall also provide written notice to the Agency upon completion of the regulated activities.

3. The permittee shall employ best management practices, consistent with the terms and conditions of this permit and provisions of the Connecticut Guidelines for Soil Erosion and Sediment Control (2002, as revised), to control storm water discharges, to prevent erosion and sedimentation and to otherwise prevent pollution of wetlands or watercourses. For information and technical assistance, contact the Agency staff. The permittee shall immediately inform the Agency of any problems involving wetlands or watercourses which develop during the course of, or which are caused by, the authorized work.

4. Any material, man-made or natural, which is in any way disturbed and/or utilized during work authorized herein, shall not be deposited in any wetland or watercourse, either on or off site, unless specifically authorized in this permit.

5. Fuel oil tanks shall be installed above ground or within the structure unless specifically approved otherwise by the Agency or its staff.

6. This permit shall not be assigned or transferred by the permittee to any other party without the written consent of the Greenwich Inland Wetlands and Watercourses Agency.

7. This permit may be revoked or suspended if the permittee exceeds the conditions or limitations of this permit, or has secured this permit through deception or inaccurate information.

8. This permit does not obviate the permittee’s obligation to obey all other applicable federal, state and local laws or to obtain any applicable federal, state and local permits.

Sincerely,

[Signature]

Brian Harris, Chairman
Elliot Benton, Vice Chairman
Stephan Skoufalos, Secretary

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INLAND WETLANDS AND WATERCOURSES AGENCY

Permit #2020-050
Application #2020-008
5/18/2020

As the contractor engaged by Derron and Marion Slonecker to perform regulated activities as described in the Greenwich Inland Wetlands and Watercourses Application #2020-008 at 12 Hillcrest Lane, tax #12-1532/s, I am familiar with the IWWA regulations and have read the permit referenced herein and agree to comply with both.

Work will commence on or about ______________ and will be completed in _______ months/weeks.

 ____________________________________________________________________________

Contractor Name

 ____________________________________________________________________________

Street Address, City, State, Zip Code

 ____________________________________________________________________________

Phone Email Address

 ____________________________________________________________________________

Signature

Mail to: IWWA
        101 Field Point Road
        Greenwich, CT 06830
        or
        Email to: wetlands@greenwichct.org

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LEGAL NOTICE

Pursuant to the provisions of the Inland Wetlands and Watercourses Regulations of the Town of Greenwich, Connecticut, effective December 28, 1973 and as amended, notice is hereby given on actions taken by the Inland Wetlands and Watercourses Agency of the Town of Greenwich at its duly noticed May 18, 2020 meeting.

GRANTED with Conditions Application #2020-008 – 12 Hillcrest Lane – To Derron and Marion Slonecker for modification of a driveway 15’ from wetlands. Tax #12-1532/s

Brian Harris, Chairman

Dated: May 18, 2020


BILL TO THE GREENWICH INLAND WETLANDS AND WATERCOURSES AGENCY AND PROVIDE AN AFFIDAVIT OF PUBLICATION
Subdivision Application

Property Address: 12 Hillcrest Lane & 1 Old Farm Lane, Old Greenwich, CT 06870  Tax ID: 12-1532/S; 12-3074/S
Property Owner: Derron & Marion Slonecker; Peter & Lorraine Kelly  Address: 12 Hillcrest Lane & 1 Old Farm Lane, Old Greenwich, CT 06870
Email: derron.slonecker@gmail.com  Cell Phone: Slonecker: 203-356-5162  Other Phone: Kelly: 917-843-3369
Applicant: Derron Slonecker  Address: 12 Hillcrest Lane, Old Greenwich, CT 06870
Email: derron.slonecker@gmail.com  Cell Phone: 203-570-7114  Other Phone: 
Authorized Agent: Ahneman Kirby LLC  Address: 1171 E Putnam Ave, Ste 1A, Riverside, CT 06878
Email: tga@ahnemankirby.com  Cell Phone: 203-869-7707  Other Phone: 

Zone(s): RA-1  Total Area: 2.0 Acres

Please select all relevant items below:
- Preliminary
- Final
- Coastal
- Subdivision
- Resubdivision

Number of Lots:
Existing: 2  Proposed: 2

Zone:
Existing: RA-1  Proposed: RA-1

Land Reserved:
Area of Land Reservation: 0  Reserved Land Area as Percent of Total Land Area: 0

History:
Previous SB #: Revised Lot 8 & Lot 9
GLR Map # of any previously filed subdivisions or surveys: 5741, 5808

Utilities:
- Septic
- Well
- Sewer
- Public Water

Health Permit needed and received? None

IWWA Permit received? Yes  IWWA Permit #: 2020-050

- Property is within 500 feet of a Municipal Boundary of __________________ (for notification)
- 10 lots or 10 or more acres requires Environmental Assessment § 6-266 (19)

To be completed by P&Z staff only:
Check # __________________ Check Amount: $__________
Application # ________________________________  pzSubdivisionApp 2020
Application Signature Page

Property Address: 12 Hillcrest Lane & 1 Old Farm Lane, Old Greenwich, CT 06870  
Tax ID: 12-1532/S; 12-3074/S

Property Owner 1: Derron & Marion Slonecker  
Address: 12 Hillcrest Lane, Old Greenwich, CT 06870
Email: derron.slonecker@gmail.com  
Cell Phone: 203-356-5162  
Other Phone: __________________ 
Signature: ___________________________  
Date: 2/12/2021

Property Owner 2: Peter & Lorraine Kelly  
Address: 1 Old Farm Lane, Old Greenwich, CT 06870
Email: pak542303@gmail.com  
Cell Phone: 917-843-3369  
Other Phone: __________________ 
Signature: ___________________________  
Date: 2/12/2021

Property Owner 3: ___________________________  
Address: ____________________________ 
Email: ______________________________  
Cell Phone: __________________________  
Other Phone: _________________________ 
Signature: ___________________________  
Date: ________________________________

Property Owner 4: ___________________________  
Address: ____________________________ 
Email: ______________________________  
Cell Phone: __________________________  
Other Phone: _________________________ 
Signature: ___________________________  
Date: ________________________________

Applicant: ___________________________  
Address: ____________________________ 
Email: ______________________________  
Cell Phone: __________________________  
Other Phone: _________________________ 
Signature: ___________________________  
Date: ________________________________

Authorized Agent: Thomas G. Ahneman  
Address: 1171 E Putnam Ave, Ste 1A, Riverside, CT 06870
Email: ______________________________  
Cell Phone: __________________________  
Other Phone: _________________________ 
Signature: ___________________________  
Date: 02/12/2021
A. INTRODUCTION
This application to the Town of Greenwich Planning and Zoning Department is for a re-subdivision (equal area exchange) of the residential properties located at 12 Hillcrest Lane and 1 Old Farm Lane. On 12 Hillcrest Lane, there is currently an on-going renovation of a single-family dwelling and new driveway pursuant to an approved Wetlands site plan, architectural plans, and the associated site accessories previously submitted and approved. This report provides current site information and describes the on-going construction in 12 Hillcrest Lane.

B. PROJECT NARRATIVE
The subject parcels are located at 12 Hillcrest Lane and 1 Old Farm Lane. These parcels are both 1.00 acres in size and are located along the westerly side of Hillcrest Lane.

There is no proposed development for number 1 Old Farm Lane except for the proposed wetlands plantings located in the area to be conveyed to this lot from 12 Hillcrest Lane. The on-going development on 12 Hillcrest Lane involves a 1-story addition in the rear of the existing dwelling, new pool and pool patio, new driveway and landscape features like stone wall and walkway. The construction was previously approved by Wetlands, Engineering and Building department. The subdivision /equal area exchange before you is an attempt of the owners of 12 Hillcrest Lane to give the full access of the drainage ditch to the owners of 1 Old Farm Lane.

The proposed stormwater management system for 12 Hillcrest Lane is a porous driveway and Cultec units in the rear yard. Planting buffers that were required by IWWA will also be planted along the drainage ditch inside 12 Hillcrest Lane’s current boundary. The southerly side of the drainage ditch, which is the area to be conveyed to 1 Old Farm Lane, will also contain planting buffers.

The following plans have been submitted which depict the existing site conditions and the proposed development referred to in this report:
- Subdivision Plan (SU-1, February 12, 2021)

The 12 Hillcrest Lane subject parcel contains a dwelling, a driveway during pre-construction. A proposed 1 story addition, a pool and patio, retaining walls and walkways are being constructed. The impervious surface is proposed at roughly 27% of the total lot size. The entrance of the property is in the westerly side of Hillcrest Lane.

The 1 Old Farm Lane parcel contains a dwelling, a driveway, a patio, retaining walls and walkway. The impervious surface is proposed at roughly 10% of the total lot size. The entrance of the property is in the northerly side of Old Farm Lane.

The drainage ditch is currently along 12 Hillcrest Lane from the head wall to approximately 90 feet towards the rear yard and enters 1 Old Farm Lane up to the said parcel’s rear yard.

The proposed re-subdivision will exchange equal areas between the parcels maintaining zoning compliance. The proposed development of 12 Hillcrest Lane has been designed for the least amount of impact considering the proposed addition, pool and driveway layout and site topography. The natural stormwater runoff flow paths will be maintained. This will be accomplished by reducing land disturbance where possible and treating stormwater runoff closer to the source. The proposed driveway development will conform to all applicable engineering standards.
Preliminary Subdivision Checklist
(Per Section 6-265 and 6-266 of the Subdivision Regulations)

All requests for preliminary subdivision review by the Planning and Zoning Commission shall include all information indicated on this checklist and shall be submitted a minimum of 30 days prior to the date of the hearing at which the applicant desires to be heard. All materials shall be submitted in a single submission, including a list of submitted plans and a project narrative.

The preliminary layout shall be drawn on paper not more that 40 inches wide or 30 inches high and shall be drawn at a scale of 20, 30, 40, 50, or 100 feet to one inch. If more than one drawing is required to show an entire tract, an index map shall be provided. Plans are to be prepared in accordance with the Town Roadway and Drainage Design manuals and Subdivision Regulations. The preliminary layout shall include the following items unless previously waived by the Planning Staff. Ten* copies of the plans are to be submitted. Plans must be folded to 9"x12".

CHECK ITEMS SUBMITTED:

1. Title of the sheet including the name of the subdivider, Town Project Number issued upon request by the Chief of the Engineering Division of the Department of Public Works. A graphic scale, north arrow, drawing and revision date(s) are to be shown.

2. Boundaries of the tract to be subdivided shall be shown by metes and bounds and total area is to be given. If the developer intends to develop only a portion of a tract the entire tract shall nevertheless be included in the preliminary layout, including any previous lots cut from the property in question from 1933 on.

3. A topographic survey showing ground contours within the tract to be subdivided at intervals of not more than five feet of elevation unless the Town Planner or a designee determines that two-foot contour interval is required in the interest of sound subdivision planning. Said survey shall include all pertinent topographic features within and adjoining the tract including watercourses, water bodies, intermittent streams and wetlands as required by IWWA, the location of Flood Hazard Lines as determined by FEMA, the line of mean high water and high tide line for coastal subdivisions, and Connecticut D.E.P. and other stream encroachment lines with notes referencing the sources of information. Existing features such as buildings, rock walls, wooded areas, rock outcrops, isolated trees of ten inches or more in caliper, and other trees and other physical features as may be significant to the property are to be shown.

4. Name and address of owner(s) of the tract to be subdivided.

5. The names of owners of adjacent land (including properties across the street) or names of adjacent subdivisions; and locations of structures on adjacent properties within 100 feet of the proposed subdivision.

6. The zone in which the land to be divided land falls and the location of any Town and zone boundary lines within and adjoining the tract and yard dimensions in respect to existing buildings.

7. Note stating that all utilities will be placed underground.

8. Existing streets and easements for drains, sewers, and utilities immediately adjoining and within the tract to be subdivided.

9. Existing drains and sewers nearby and within the tract to be subdivided with their location, size, type and approximate elevations and gradients using mean sea level as datum wherever practical.

10. Location of all existing utilities within or crossing the property including septic systems, wells, water, gas or electric lines.

11. Location and purpose of any existing and/or proposed easements. Two copies of any recorded documents shall be submitted.

*up to 10 copies of the plans if in Coastal Zone or including new roads.

12. A statement as to source of water and method of sewage disposal.

13. Proposed approximate lot lines with approximate lot areas. The lots shall be numbered.

14. The approximate lines and gradients of proposed streets and common drives serving adjoining rear lots.

15. Approximate location and area of proposed open space for park and playground purposes.

16. Approximate location of proposed utility lines including water, sewer, gas, electricity, and the like.

17. Certification with date, signature and seal of a registered land surveyor that the drawing is substantially correct to an A2 degree of accuracy and that the property is in designated zone or zone under the zoning regulations and statement as to whether or not the lots in the proposed subdivision comply with zoning regulations. Certification of items 14 and 16 of this checklist is to be made by a registered professional engineer if applicable.

18. For a subdivision of ten or more acres or ten lots, ten copies of an environmental assessment including any modifications required by the Conservation Commission. Written sign-off by the Conservation Director shall be attached to the report. For projects, which require Conservation Commission review, notification of abutting property owners shall be made at least two weeks prior to the Conservation Commission hearing.

19. Gross Floor Area of existing structures. Floor area worksheets are to be prepared in accordance with the format prescribed by the Planning and Zoning Staff.

20. Width of right-of-way of all streets on which the tract has frontage shall be shown.
21. Coastal Area Management application for tracts fully or partially within the Coastal Overlay Zone.

22. Eight copies of 11 x 17 inch reductions.

23. An affidavit certifying that all abutting property owners have been notified about the proposed subdivision, as evidenced by the submission of a certificate of mailing or certified or registered mail receipts about said application. A schedule of names, addresses, shown on a GIS map with lot lines indicating the location of the notified property owners. Owners of lots, or portions of lots, which are across a public or private street shall be deemed to be abutting property owners. For projects which require the preliminary review by the Conservation Commission, the notice shall be sent by the applicant to abutting owners two weeks prior to any scheduled hearing date of the Conservation Commission.

24. Written authorization of the agent to act on behalf of the certified property owner(s).

25. A completed Subdivision Application Form.

26. Summary of the chain of title from 1933 to date of application and two copies of referenced deeds.

27. Five copies of a Preliminary Drainage Summary Report prepared in accordance with the Town Drainage Design Manual. The applicant is required to contact the Engineering Division and L.W.W.A. staff on the conceptual approach to storm water management prior to submitting the summary report.

28. A map at a scale of 200 feet to one inch showing the location of the tract in relation to existing streets, the boundaries of the tract, and the location of proposed streets, and sufficient information to permit correct delineation of the tract on the Town's topographic survey.

29. A map at a scale of 1": 1,000 feet with proposed Lot Lines delineated and abutting streets.

30. Fee submitted at time of application: $ 1090 (see fee schedule)

I certify that the application includes all of the above requirements, as noted. Please explain reasons for any omissions. Unchecked items aren't applicable.

Thomas G. Ahneman
Owner/Agent (Please Print)

Owner/Agent Signature & Date 2/12/2021
Final Subdivision Application Checklist
(Per Section 6-267 and 6-272 of the Subdivision Regulations)

All requests for final subdivision review by the Planning and Zoning Commission shall include all information indicated on this checklist and confirmation that all modifications as specified in a Commission review of any preliminary plan have been received. Applications shall be submitted in a single submission, including a list of submitted plans and a project narrative. The subdivision plan record sheet and construction sheet(s) are to be prepared in accordance with the Town’s subdivision regulations and Department of Public Works Roadway and Drainage Design Manuals. A complete application must be received a minimum of 30 days prior to the Commission meeting at which the applicant desires to be heard. Fifteen copies of the plans are to be submitted (up to 20 copies of the plans may be required if in Coastal Zone or including new roads). Plans must be folded to 9½ x 12½.

Please Check Items Submitted:

1. Record Sheets: shall be drawn at a scale of 20, 40, 50 feet to 1 inch except for tracts in the RA-1, RA-2 or RA-4 zones a scale of 100 feet to 1 inch may be used provided required data is clearly shown. An index is to be provided in the event multiple sheets are required.
   a. Title (Subdivision or Resubdivision) of the sheet including the name of the subdivider and/or contract purchaser, Town Project Number issued upon request by the Chief of the Engineering Division of the Department of Public Works and endorsement block for Commission signature in the lower right-hand corner of the tracing. A graphic scale, north arrow, and drawing and revision date(s) are to be shown.
   b. The location and dimensions of all boundary lines (metes and bounds) of the property.
   c. The dimensions and areas of all existing and proposed lots.
   d. Information to show the location of the subdivision in relation to surrounding property and streets.
   e. The names of owners of adjacent land (including properties across the street) or names of adjacent subdivisions; and locations of structures, wells, and septic tanks on adjacent properties within 100 feet of the proposed subdivision.
   f. The lines of existing and proposed streets within the subdivision and lines of existing or approved streets. Survey data shall be shown across all street intersections to relate accurately one block with another and one side of a street with the opposite side.
   g. Location and type of all proposed monuments.
   h. The names of existing and proposed streets. The names of proposed streets are to be unique within the Town and not easily confused with names of other accepted streets.
   i. The lines and purposes of existing and proposed easements immediately adjoining and within the subdivision.
   j. The location of all existing and proposed water bodies, streams and wetlands.
   k. The location and dimension of all property proposed to be set aside for park and playground use or other public or private reservations with designation of the purposes thereof.
   l. The location of any Town and zone boundary lines within and adjoining the tract; and yard dimensions in respect to existing buildings.
   m. Sufficient data acceptable to the Engineering Division, to determine readily the location, bearing and length of all street lines, and to reproduce such lines upon the ground. These should be tied to reference points previously established such as State Highway or Town lines, adjacent subdivision monuments, or Town or State established grid points, and shown on the map. Datum used shall also be indicated.
   n. Certification with date, signature and seal of a registered land surveyor that the drawing is substantially correct to an A-2 degree of accuracy and that the property is in a designated zone or zones under the zoning regulations and a statement as to whether or not the lots in the proposed subdivision comply with zoning regulations.
   o. The following note shall be placed on the record sheet for any subdivision with a defined drainage course, swale or structure: "Upon approval of this subdivision plan, the owner agrees with the Town that unless otherwise specified herein, the areas within at least ten (10) feet of the center line of any drainage facility, ditch or stream shown hereon, are dedicated for drainage, that no building or other structure shall be located thereon and that the Town shall not be under any obligation to maintain, clean, enclose, or otherwise alter or improve, such drainage facility."
   p. The endorsement block for Commission action required to appear on the record sheet shall be shown as follows:

   *Approved by Resolution of the Planning and Zoning Commission, Town of Greenwich, Connecticut, dated

   ____________________________  ____________________________
   Signature of Chairman         Date

   q. A note indicating the type of sewage disposal and water supply facilities to be provided.
   r. The following information is to be shown on the record sheet as applicable: total area of the subdivision, area of land reservations, area of land reservations as a percentage of total area, area of conservation land reserved by easement.
   s. The record sheet shall note the elevation and the extent of the 100 year flood boundary as shown on the current edition of the Flood Insurance Rate Maps; NGVD 1929 is to be used. Areas reserved for flooding, as per the drainage summary report, shall be indicated and the flood elevation noted. A note indicating the purposes of the reservation shall be shown.
   t. All notes required for the preliminary layout not mentioned herein are required.
   u. A note stating that all utilities shall be placed underground.

   2. An affidavit certifying that all abutting property owners have been notified about the proposed subdivision (See Section 6-272 of the Subdivision Regulations). Owners of lots, or portions of lots, which are across a public or private street shall be deemed to be abutting property owners. A schedule of names, addresses, shown on a GIS map with lot lines indicating the location of the notified property owners.

   3. Written authorization for the agent to act on behalf of the certified property owner(s).

   4. Eight copies of 11 x 17 inch reduction.
5. A map at a scale of 1,000 feet to one inch showing the Lot Lines & Streets.

6. Two copies of declarations or easements relating to reservations for park and playground or conservation areas prepared in accordance with the Town's model documents.

7. Fee submitted at time of application: $1,090 (see fee schedule)

8. Eight copies of a completed application form.

9. All items from the Preliminary Subdivision checklist.

It is the belief of the PZC staff that this application is incomplete because of the failure of the applicant to provide the materials referred to above. This application will be reviewed by the PZC and a decision made as to whether it is complete or incomplete at its public meeting to be held in the PZC office.

I certify that the application includes all the above requirements as noted. Please explain reasons for any omissions: Not Applicable

Owner name/ signature

Agent name / signature Date 2/2/2021

P&Z Staff Signature

Applicant Comments:

NOTE: Any new documentation presented at Planning and Zoning Meetings shall be submitted to staff so that they can be made part of the record. Please ensure all documents can easily be removed from presentation boards.
SCHEDULE A
(LEGAL DESCRIPTION)

All that certain piece, or tract of land, situated in the Town of Greenwich, County of Fairfield and State of Connecticut, shown and designated as Lot No. 9 on a certain map entitled, "Subdivision Plan-Record Sheet 'Jodi-Ann Estates' property in Palmer Hill, Greenwich, Connecticut prepared for Lou Nierenberg Corp." made by Rocco V. D'Andrea, Engineer and Surveyor, dated April 25, 1977 and revised March 16, 1978, which map is on file in the Office of the Town Clerk of said Town of Greenwich as Map No. 5586.

Together with a right of way, for all lawful purposes, over all private roads shown on said Map No. 5586.
OPEN-END MORTGAGE DEED

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 SEPTEMBER 19, 2005, together with all Riders to this document.
(B) "Borrower" is DERRON SLONECKER and MARION SLONECKER HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is COMMUNITY NATIONAL BANK

Lender is a NATIONAL ASSOCIATION organized and existing under the laws of Connecticut.
Lender's address is 200 MIDDLE NECK ROAD, GREAT NECK, NEW YORK 11021

Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 19, 2005. The Note states that Borrower owes Lender EIGHT HUNDRED FIFTY THOUSAND AND 00/100 Dollars (U.S. $ 850,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2035.
(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]:

- X Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]
(B) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(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. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), 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 in consideration of this debt does hereby grant and convey to Lender and Lender's successors and assigns, the following described property located in the

COUNTY of FAIRFIELD

which currently has the address of 12 HILLCREST LANE

OLD GREENWICH, Connecticut 06870

("Property Address"): CONNECTICUT—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer’s check or cashier’s check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note. If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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

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

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender’s option and Borrower’s expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower’s equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the 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 will be lessened, the insurance proceeds shall be applied to the sum 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 unaid
under the Note or this Security Instrument, and (b) any other of Borrower’s rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such
insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as 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 premium 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 1996 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.
14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower’s default, for the purpose of protecting Lender’s interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys’ fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

23. 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 foreclosure or sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in court the non-existence of a default or any other defense of Borrower to acceleration and foreclosure or 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 any of the remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument. Borrower shall pay any recodification 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. Waivers. Borrower waives all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisement of the Property and relinquishes all rights of curtesy and dower in the Property.

25. Future Advances. Lender is specifically permitted, at its option and in its discretion, to make additional loans and future advances under this Security Instrument as contemplated by Section 49-2(c) of the Connecticut General Statutes, and shall have all rights, powers and protections allowed thereunder.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

DERRON SLONECKER  (Seal)  BORROWER

MARION SLONECKER  (Seal)  BORROWER

(Seal)  BORROWER

(Seal)  BORROWER

Signed, sealed and delivered in the presence of:

DAVID A. ROGERS  WITNESS

BARBARA ROGERS  WITNESS

WITNESS

DAVID A. ROGERS ESQ.
State of Connecticut
County of  FAIRFIELD

The foregoing instrument was acknowledged before me this
by DERRON SLONECKER, MARION SLONECKER

[Signature]

DAVID A. ROGERS, ESQ.

Title

COMM. OF SUP. CT.

Serial Number, if any

(Seal)

My commission expires: ____________________________
FIXED/ADJUSTABLE RATE RIDER
(One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 19th day of SEPTEMBER 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COMMUNITY NATIONAL BANK, A NATIONAL ASSOCIATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

12 HILLCREST LANE, OLD GREENWICH, CONNECTICUT 06870
(Property Address)

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

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial fixed interest rate of 5.250%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES
   (A) Change Dates
       The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of OCTOBER, 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."
   (B) The Index
       Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."
       If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.
   (C) Calculation of Changes
       Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 750/1000 percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.250% or less than 3.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.250%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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

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

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

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

DERREN SLONECKER (Seal) - Borrower

MARION SLONECKER (Seal) - Borrower
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
EXHIBIT A
Property Description

File No. SLONECKER
Policy No. MM 5733030

12 HILLCREST LANE, OLD GREENWICH, CT 06870

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situated in the Town of Greenwich, County of Fairfield, State of Connecticut, shown and designated as Revised Lot No. 8, 1.0001 Acres on a certain map entitled, “Subdivision Plan-Record Sheet Showing Revision of Lots 5, 7 and 8 Map No. 5741 Greenwich Land Records prepared for Hillcrest Associates, Inc., Property in Palmer Hill, Greenwich, Connecticut” as on file in the Office of the Town Clerk of the Town of Greenwich as the map numbered 5805, reference thereto being made.

Together with a right of way for all lawful purposes over all private roads shown on Map No. 5741.

Received for Recor SEP 26 2005 at 2 h 30m P.M. and recorded by [Signature]

Town Clerk
Affidavit of Notification of Application for Rezoning / Special Permit / Site Plan / Subdivision Applications

(STATE OF CONNECTICUT)  : GREENWICH
(COUNTY OF FAIRFIELD)  : GREENWICH

I, Kristian Fontanilla, being first duly sworn, do hereby certify that on February 12, 2021, I caused to be mailed, postage prepaid, to those persons whose names are set forth on Exhibit A attached hereto a copy of the notice attached hereto as Exhibit B. Said persons were the record owners, as of October 01, 2020 as shown on the Town Tax Assessor's Office records of property abutting (as said term defined in Sec. 6-14 (a)(3) of the Greenwich Building Zone Regulations) the properties belonging to Derron & Marion Stonecker and Peter & Lorraine Kelly for which an application for Resubdivision Application has been filled with the Greenwich Planning and Zoning Commission.

Subscribed and sworn to Before me on

Notary Public

DOMINGO R. CARDONA
Notary Public, State of Connecticut
Commission Expires Sept. 30, 2021
Certificate of Mailing
Re:  Derron and Marion Slonecker – 12 Hillcrest Lane
     Peter and Lorraine Kelly – 1 Old Farm Lane

12-3078/S
Charles David Stuckey & Sara Dawn Stuckey
14 Old Farm Lane
Old Greenwich, CT 06870

12-1464/S
Edward Manganiello & Susan Manganiello
3 Old Farm Lane
Old Greenwich, CT 06870

12-3075/S
John Weiss & Gwendolyn Weiss
4 Old Farm Lane
Old Greenwich, CT 06870

12-3079/S
Abate Mary Dell
2 Old Farm Lane
Old Greenwich, CT 06870

12-3073/S
Anthony Williams & Ann Williams
6 Hillcrest Lane
Old Greenwich, CT 06870

12-2379/S
David Douglas Decker & Susan Decker
9 Hillcrest Lane
Old Greenwich, CT 06870

12-2545/S
Joseph Rizzo & Kathy Smith
18 Norton Lane
Old Greenwich, CT 06870
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
<th>Service Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Certified Mail Fee</td>
<td>$3.60</td>
<td>Extra Services &amp; Fees (check box, add fee for additional)</td>
<td>$2.85</td>
</tr>
<tr>
<td>Extra Services &amp; Fees</td>
<td>$3.60</td>
<td>Return Receipt (hardcopy)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Return Receipt (electronic)</td>
<td>$0.00</td>
<td>Return Receipt (electronic)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Certified Mail Restricted Delivery</td>
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<td>Certified Mail Restricted Delivery</td>
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<td>Adult Signature Required</td>
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<tr>
<td>Postage</td>
<td>$0.55</td>
<td>Total Postage and Fees</td>
<td>$7.00</td>
</tr>
<tr>
<td>Sent To</td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>PS Form 3800, April 2015</td>
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<tr>
<td>U.S. Postal Service™</td>
<td>CERTIFIED MAIL® RECEIPT</td>
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<tr>
<td>Domestic Mail Only</td>
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<table>
<thead>
<tr>
<th>Sent To</th>
<th>John E. Weiss</th>
</tr>
</thead>
<tbody>
<tr>
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<thead>
<tr>
<th>Sent To</th>
<th>Arlene M. Dell</th>
</tr>
</thead>
<tbody>
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<tr>
<th>Sent To</th>
<th>Edward &amp; Susan Manuelli</th>
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It is the requirement of the owner and/or his/her legal representative to advise Ahneman Kirby, LLC of any THEREON.

Dimensions shown from structures to property lines are not intended to be used for construction of fences, by the Connecticut Association of Land Surveyors, Inc. as a Zoning Location Survey the boundary "CALL BEFORE YOU DIG" phone number at 800-922-4455 a minimum of forty eight (48) hours prior to any SHEET prepared for Hillcrest Associates, Inc., Property in Palmer Hill, Greenwich, Connecticut" as on file in the SHEET Showing Revision of Lots 5, 7 and 8 Map No. 5741 Greenwich Land Records prepared for Hillcrest Connecticut state agencies and the "Standards for Surveys and Maps in the State of Connecticut" as adopted TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED THIS MAP IS BASED ON A FIELD SURVEY CONDUCTED BY ANHMAN KIRBY, LLC ON JUNE 22, 2018 AND UPDATED ON

2. THE PROPERTY WATER SUPPLY IS BY WATER UTILITY COMPANY.

FEMA / FIRM PANEL #09001C0512G.

CORRESPONDING ZONING REGULATIONS.

THAT THE TOWN SHALL NOT BE UNDER ANY OBLIGATION TO MAINTAIN, WITHIN ATLEAST (10) FEET OF THE CENTER LINE OF ANY DRAINAGE FACILITY,

EXISTING CLEAN, ENCLOSE OR OTHERWISE ALTER OR IMPROVE, SUCH DRAINAGE TO RIGHT-OF-WAY SEWER MANHOLE.

ZONE RA-1

Dated

1 Old Farm Lane: LOT No. 9 (GLR Map #5741)

S 76°08'35" E

GLR MAP NO. 5741

N 61°44'20" W

ZONING SETBACK

50 FT. FRONT YARD

51.04'

S 14°10'30" W

5.83'

S 11°16'00" W

10.83'

S 89°46'44" W

16.44'

S 87°56'42" W

13.14'

150.0'

150.0'

14.58'

36.58'

R = 30.00'

L = 29.32'

R = 60.00'

L = 113.62'

GLR MAP NO. 5808

206.8'

34.4'

2,222.3 S.F.

13.14'

20 0

25 FT. SIDE YARD

L = 96.67'

R = 125.00'

128.48'

76.0'

13.14'

2,222.3 S.F.

54.88'

93.0'

245.0'

252.0'

150.0'

32.5 FT. STREET SIDE YARD

11.30'

113.62'

79.44'

203.0'

51.04'

28.0'

17.81'

18.50'

122.0'

27.81'

1.50'

1.50'

1.50'

125.00'

L = 25.00'

R = 25.00'

6.00'

6.00'

27.81'

1.50'

1.50'

1.50'

125.00'

L = 25.00'

R = 25.00'

6.00'

6.00'

60.00'

6.00'

6.00'

27.81'

1.50'

1.50'

1.50'

125.00'

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