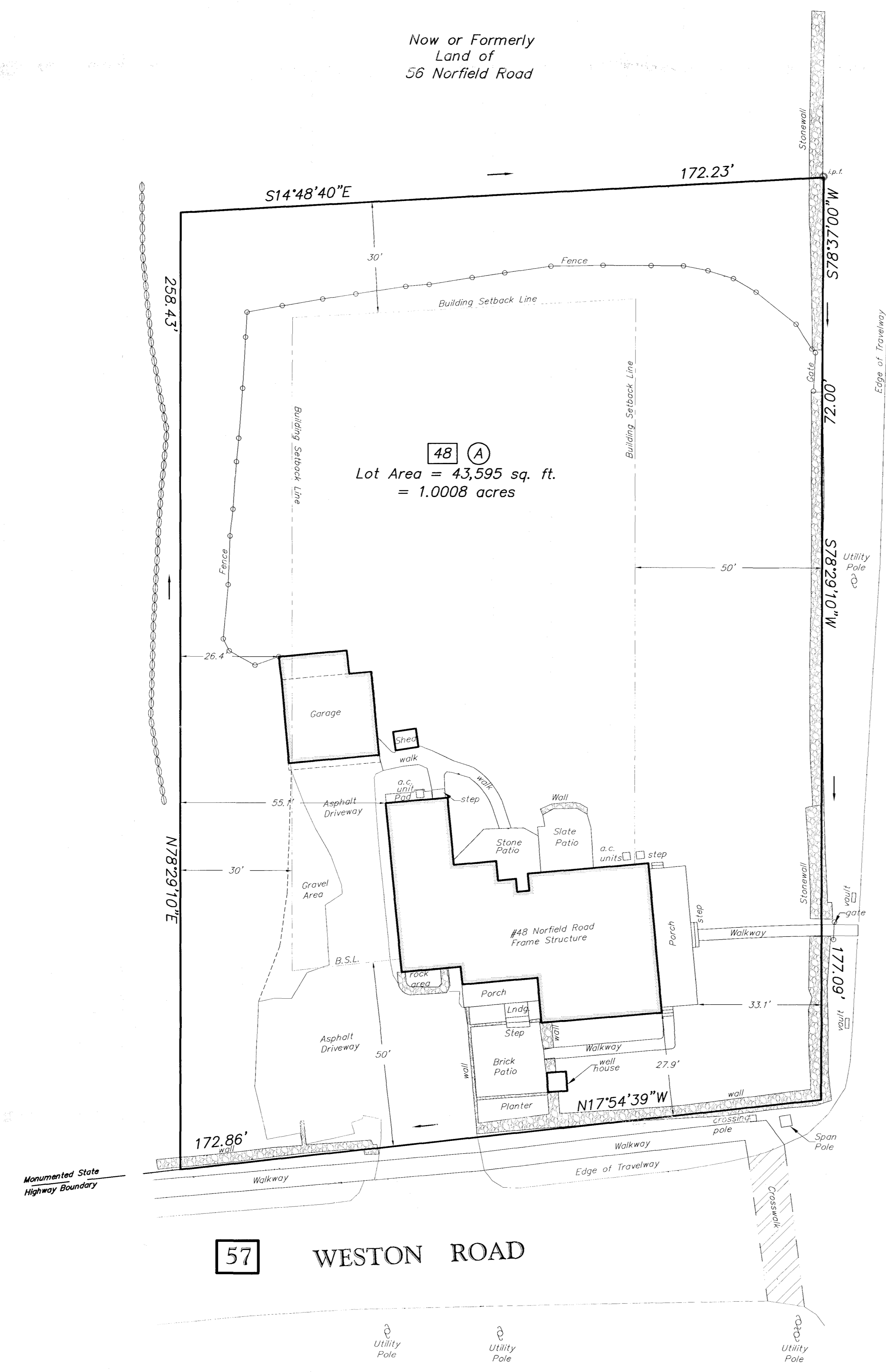


Now or Formerly  
Land of  
56 Norfield Road

Now or Formerly  
Land of  
56 Norfield Road



53

NORFIELD ROAD

57

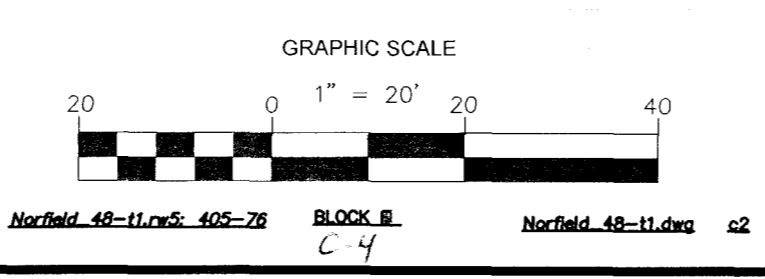
WESTON ROAD

NOTES:

- This survey and map has been prepared pursuant to the Regulations of Connecticut State Agencies Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996.
- It is an Improvement Location Survey based upon a Resurvey and is intended to depict the position, horizontally and, where required, vertically, between particular existing or proposed improvements with respect to applicable municipal or statutory requirements. The purpose is to enable determination of compliance with said improvements.
- This survey conforms to Horizontal Accuracy Class A-2.
- Total Area = 43,585 sq. ft.; 1.0008 Acres.
- Parcel is located in Residential Zone 'AA'.
- Property shown on Assessors map 22, Block 6, as tax lot 30.
- No abstract of title, nor title commitment provided, all documents of record reviewed are noted hereon.
- Underground improvements or encroachments if any are not shown.
- Reference is hereby made to the Weston Wetland Regulations for proper conservation setback distances per intended use.
- Lot does not contain inland wetlands per Town of Weston interactive G.I.S. application. For more specific inland wetland determinations a licensed soil scientist should be consulted.
- Property located in flood zone 'X' per National Flood Insurance Program, Flood Insurance Rate Map, for the Town of Westport, CT, Community No. 09001C, Panel No. 384, suffix F, Map Effective Date 18 June 2010.
- The word 'certify' is understood to be an expression of professional opinion by the Land Surveyor which is based on his or her best knowledge, information and belief and as such it constitutes neither a guarantee or warranty.
- Building dimensions shown are for coverage purposes only and are not to be used for construction.
- The Building and Conservation setback lines depicted are the surveyors interpretation of the regulations. These setback determinations are subject to change based upon the municipal, federal, and/or state departmental interpretation and/or changes in regulations affecting setbacks. The municipal zoning enforcement officer has current knowledge and authority in this determination and must be consulted prior to design and/or building of improvements on the property.
- Surveyor will measure to buildings exterior finish for all building offset distances and for final coverage calculations.
- Map References:  
A. Property shown as lot 'A' on a certain map entitled, "Map of Property Prepared for George Guerin" Westport Land Records Map No. 2817 Scale 1" = 20', 21 April 1983 By Leo Leonard P.E. & L.S.

GENERAL REQUIREMENTS  
DISTRICT R-2A

	SECTION	REQUIRED	ACTUAL	PROPOSED	CLAIMED EXEMPTIONS / VARIANCES
MIN. LOT AREA	321.4	2 ACRE	1.0008 ACRE		
MIN. RECTANGLE	321.5	170' X 200'			
MIN. LOT FRONTAGE	321.5	50'	421.95'		
SETBACKS	321.6				
FRONT	321.6	50'	27.9' / 33.1'		
SIDE	321.6	30'	55.1'		
REAR	321.6	30'	161.8'		
WATERCOURSE	312.7	100'			
MAX. BLDG. COVERAGE	321.7	15%	9.12%		
MAX. BLDG. HEIGHT	321.8	35'			

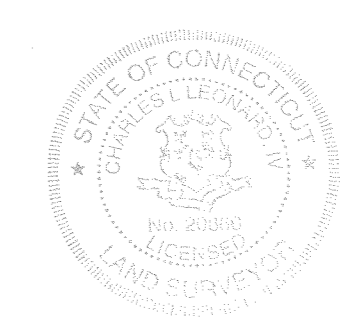


LEONARD SURVEYORS LLC  
630 POST ROAD EAST  
WESTPORT, CONNECTICUT 06880  
PHONE: (203) 226-7861  
FAX: (203) 454-1832

REVISION TABLE	
DATE	DESCRIPTION

PLOT PLAN  
PREPARED FOR  
WESTON VENTURES LLC

48 NORFIELD ROAD  
WESTON ~ CONNECTICUT  
SCALE 1 in. = 20 ft. 15 OCTOBER 2023



LEONARD SURVEYORS LLC  
"CERTIFIED SUBSTANTIALLY CORRECT"  
CLASS A-2 ACCURACY  
Charles Leonard  
CHARLES L. LEONARD IV, L.S., CONN. REG. No. 20866

# RESIDENTIAL LEASE

## 1. Date of Lease; Parties

This Lease is made on November 1, 2023, between Weston ventures, LLC / Jess DiPasquale Landlord, and Dan S. Pelletier/ D.I.G. Inc. Tenant(s). Parties shall be referred to as "Landlord" and "Tenant" in the remaining provisions of this Lease.

## 2. House or Apartment Leased

Landlord hereby leases to Tenant the house and grounds or apartment or unit located at 48 Norfield Road, Unit Number 48, Weston The (town), Connecticut 06883 referred to in this Lease as "the Premises."

## 3. Parking and Garage Space (if applicable)

This Lease includes 3 number of parking spaces not located in a garage, exclusively for Tenant's personal use. J.D. (Landlord's Initials)

Additional identification and parameters regarding the location or use of parking spaces:

In front of garage at end of driveway only/ coaches to park at municipal lot.

This Lease includes the use of a garage which includes 0 number of parking spaces for Tenant's personal use. J.D. (Landlord's Initials) for storage only.

Additional identification and parameters regarding the location or use of the garage:

1 side bay inside garage for storage

DSP  
tenant

## 4. Term of Lease

The term of this Lease is 1 year. It begins on November 1, 2023 and ends on October 31, 2024. (Termination Date"). Tenant shall remove Tenant and all of Tenant's possessions and personal property by the Termination Date.

## 5. Rent; Time and Manner of Payment of Rent

The total rent for the term of this Lease is \$ 70,700. The rent must be paid in equal monthly installments of \$ 6,000 per month to the Landlord, Begins w/ First Full Payment : (discounted to landlord 11/1/23) -

12/1/23 - J.D.

On the 1st day of each month for the term of the Lease. Tenant shall make all rental payments in the form(s) of check If payment is made by check, please make payable to Weston Ventures, LLC

There is a \$100 late fee of any rental installment that is received by Landlord more than 10 days late.

Payment for the first month's rent is due on or before November 1, 2023

Payment for the last month's rent is due on or before October 1st, 2024

## 6. Security

Tenant has paid the sum of \$ 5,000 as a deposit, receipt, of which is acknowledged by Landlord as the Security Deposit for this Tenancy.

Landlord shall hold Tenant's Security Deposit in escrow as may be required by law.

No interest will be paid on such security deposit.

If Tenant fails to make any payments of rent or defaults under any other obligations of this Lease, Landlord may use the security in payment of such rent or in payment of any sums Landlord may be forced to spend because of Tenant's default, as permitted by law. If Landlord does so use the security, then he shall notify Tenant in writing of the amount so used along with an itemized list detailing the nature and dollar amount of the damages.

If at the end of the term of the Lease Tenant has made all payments of rent required and fully complied with all the other obligations under the Lease, then Landlord shall return the full amount of the security to Tenant that may be required by law within the time frame allowable by law: **within 30 days after termination of the tenancy or within 15 days of Landlord receiving Tenant's written notice of Tenant's forwarding address, whichever is later.**

Tenant understands and agrees Tenant shall not have the option to apply any part of the Security Deposit towards Tenant's obligation to pay the last month's rent. Tenant is, still obligated to pay the final month's rental payment to Landlord, on **10/1/24** DSR (Tenant's Initials)

**7. Use of Premises**

The Premises must be used and occupied only and solely as a private dwelling for Tenant and Tenant's immediate family, to live in, which constitutes a total number of 2 occupants, including minors. It may not be used for any other purpose. Any full-time occupancy by any other party is prohibited unless Landlord consents in writing, which consent shall not be unreasonably withheld. Full-time occupancy is defined as occupancy that is continuous occupancy at the Premises for 7 or more number of days.

*J.P. DSR*

*Dig can utilize the property at 48 Norfield Rd. for business use, once approvals are received by Weston P/Z and Weston Health District. Weston has for District regulations must be met.*

Tenant will not store any unregistered automobiles, motorized contrivances, building materials, hazardous materials, illegal substances, or other personal property in, on, or upon the inside or outside grounds of the Premises.

Tenant MAY NOT keep \_\_\_\_\_ (Landlord's Initials) pets on the Premises. \_\_\_\_\_ (Tenant's Initials)

-or-

Tenant MAY KEEP X (Landlord's Initials) 1 medium sized dog and 2 cats only with agreed upon usage \*(Specify number and type of pet(s) if any)

as pet(s) on the Premises and outside grounds. Tenant shall keep the pets healthy and well groomed. Tenant shall also keep the interior of the Premises and outside grounds free from animal waste, litter and other noxious or unhealthy animal byproducts, including but not limited to bugs, ticks and fleas.

**8. Condition of Premises**

It is understood that Tenant will take possession of the Premises in its present condition.

Any appliances located in the Premises on the date of this Lease are furnished solely for the convenience of Tenant and are not a part of this Lease. Tenant acknowledges that any appliances present on the Premises at the beginning term of the Lease remain the property of the Landlord and shall not be removed by the Tenant without the Landlord's express, written permission. Landlord shall maintain in good and safe working order all appliances Landlord supplies for Tenant's use at the unit during Tenant's Lease Term. However, any damage to appliance(s) caused by Tenant's misuse, neglect or destruction shall be Tenant's obligation to pay. In the event the damage to appliance(s) is caused by Tenant, Landlord shall have the option to front the cost of making the necessary repairs or replacement and Landlord may

subsequently request reimbursement from the Tenant. If Landlord requests reimbursement from the Tenant, Landlord shall provide Tenant with a copy of a paid receipt for each repair or replacement. includes one wooden table.

✓ Tenant shall keep the outside driveways and walkways free from snow and ice and accumulations of litter and debris. Tenant shall mow the lawn when necessary to maintain by neat appearance to the outside grounds Tree And shrub trim as needed. Re-seed + Fertilize lawn as needed. Manage property for fall + spring cleanup. *Leaves and branches must be removed from property when needed*

✓ The Premises has the required number of operative smoke and carbon monoxide detectors. Tenant acknowledges that there are smoke and carbon monoxide detectors present at the Premises. Tenant shall not do any act which serves to disable or damage the smoke or carbon monoxide detectors. In the event that a smoke or carbon monoxide detector malfunctions, Tenant shall promptly notify Landlord.

**9. Requirements of Law**

Effective October 1, 2015, the premises being rented herein, Landlord hereby puts tenant on notice: (Both Landlord and Tenant to initial one of the following, as applicable for this unit)

This unit HAS an operating fire sprinkler system;  
This fire sprinkler system was last inspected on the date: \_\_\_\_\_  
This fire sprinkler system was last maintained on the date: \_\_\_\_\_

-or-

This unit does NOT have an operating fire sprinkler system.

Tenant shall comply with all the sanitary laws, ordinances and rules, and all orders of the local department of health or health district or other authorities, including zoning authorities, affecting the cleanliness, occupancy, use and preservation of the interior and exterior of the Premises and the sidewalks adjacent to the Premises during the term of the Lease. If the Premises is subject to rules of a homeowners or unit owners association, tenant agrees to comply with all such rules and regulations and shall hold Landlord harmless from any fines or assessments imposed as a result of Tenant's. Tenant's family or Tenant's invitees' conduct.

**10. Access to Premises**

Tenant understands that Landlord, Landlord's agents, servants and contractors may enter into and upon the Premises, or any part thereof, at any time in event of emergency without Tenant's consent. Landlord shall give reasonable advance notice to Tenant of Landlord or Landlord's agents, servants or contractor's request to enter into the interior of the unit at any reasonable time for any purpose. Tenant shall not unreasonably withhold consent to Landlord's request for entry for a reasonable purpose, as defined under Connecticut General Statutes Sec. 47a-16(a).

✓ Tenant understands and agrees reasonable request for entry includes but is not limited to Landlord or Landlord's agent requesting entry for the purpose of showing the property to a prospective purchaser at any point during the term of the Lease, and also includes request for entry for the purpose of showing the property to prospective tenants within 60 days of the Termination Date of this Lease.

*[Signature]* (Tenant's Initials)

**11. Fuel, Heat, Gas, Electricity, Telephone and other Utilities**

Landlord and Tenant agree Tenant shall pay all charges for the following items initialed by

Tenant: utilities to be transferred to tenant's name November 1, 2023 (date)

- ✓ fuel (including/fireplace wood, propane, oil, & gas) needed to heat the Premises  DSY
- hot water N/A
- cable television  DSY
- telephone  DSY
- snow removal of driveway + walkway  DSY
- Security system  VSP
- Maintain property free of waste and trash in a clean and safe manner  DSY
- electricity  DSY
- water well inc. (maintenance only)  DSY
- Internet  DSY
- locks to be changed N/A
- trash and recycling  DSY
- Any Alterations to property with approval.  DSY
- Fence, Sign, Additional lighting, walkways  DSY
- Septic cleaning if needed, open shed Door  DSY

(applicable if initialed)

**12. Damage by Fire or Other Casualty**

If the Premises, or any part thereof, shall be slightly damaged by fire or other casualty during said term, the Premises shall be promptly repaired by Landlord and an abatement will be made for the rent corresponding with the time during which and the extent to which said Premises may have been uninhabitable, but if the building should be so damaged that Landlord shall decide to rebuild, Landlord shall give Tenant written Notice of this decision, the Lease shall terminate effective as of the date of the written Notice and Tenant shall pay all rent due and owing to Landlord through to the date of the fire or other casualty.

**13. Alterations by Tenant**

Tenant shall not make any alterations, additions, or improvements to the Premises without the written consent of Landlord. The kinds of alterations, additions or improvements referred to are those which are of a more or less permanent nature, such as new floors, partitions, wallpaper and paneling. If consent of Landlord is given, then any or all such alterations, additions or improvements, may, if Landlord wishes, become the property of Landlord at the end of the term of the Lease. However, if Landlord wishes, Landlord may require Tenant to remove any or all of such alterations, additions or improvements at the end of the term of the Lease and restore the Premises to the condition it was in when the term of this Lease began fair wear and tear excepted. This property is in a historic district, alternations need prior approval.

If initialed by Landlord here: J.D. Tenant has Landlord's express written permission to paint the walls of the interior of the premises. However, Tenant shall be required to return the walls to their original condition by painting the walls to the same color as at the start of the Lease by the last day of the Lease Term. If Tenant does not repaint the walls to the same color as at the start of the Lease upon vacating the premises, Tenant shall be liable for Landlord's expenses reasonably incurred for repainting the walls the same color as at the start of the Lease, which includes at Landlord's option, hiring painters to paint the walls, along with the cost of any paint and paint supplies reasonable and necessary.

DSY (Tenant's initials)

If Landlord and Tenant initial here: \_\_\_\_\_ (Landlord) \_\_\_\_\_ (Tenant), then Landlord and Tenant intend and agree there is an Addendum ("Addendum") attached and incorporated into this Lease outlining customization options or restrictions in greater detail, and both Landlord and Tenant agree to be

2817



MAP OF PROPERTY  
PREPARED FOR  
**GEORGE C. GUIDERA**

WESTON, CONN.  
SCALE: 1" = 20' ~ 21 APR 1983



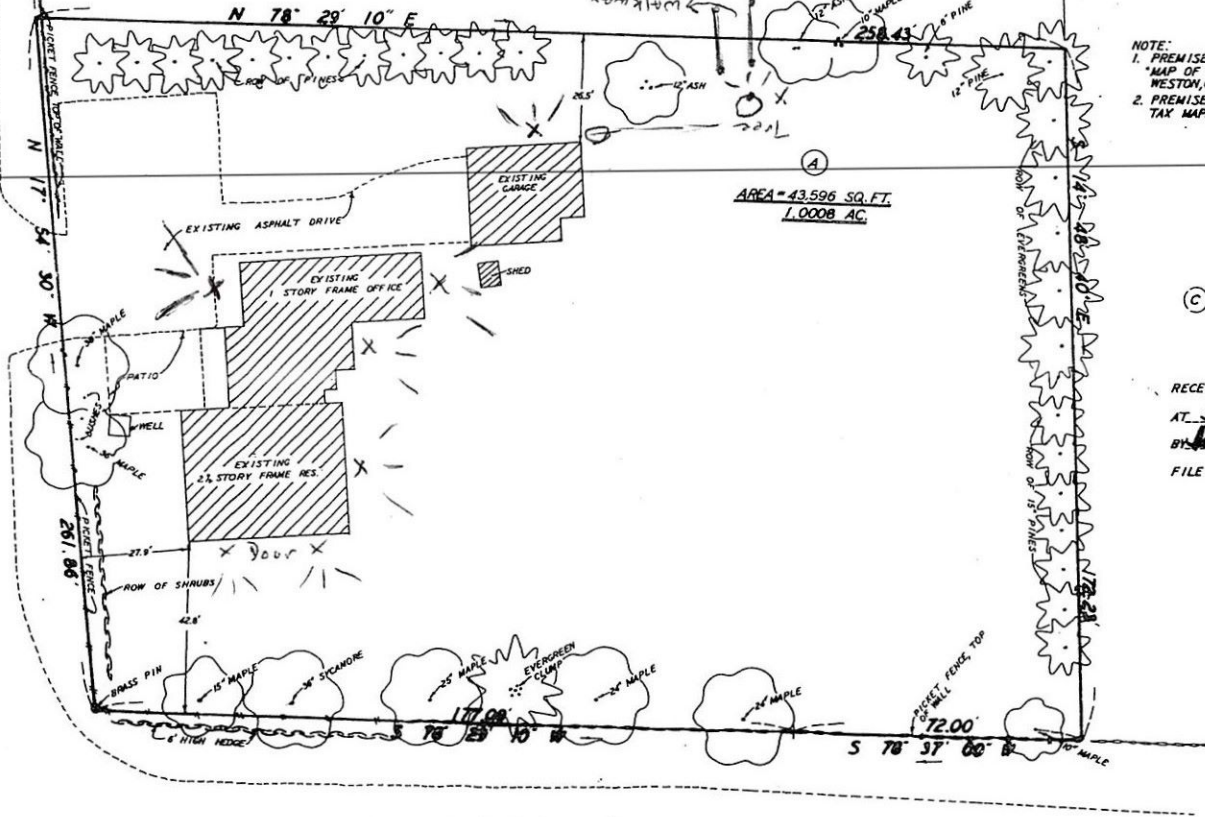
LEO LEONARD SURVEYOR



CERTIFIED "SUBSTANTIALLY CORRECT" CLASS "A-2" ACCURACY  
*Leo Leonard*  
LEO LEONARD, P.E., L.S.  
CONN. REG. NO. 2486

WESTON ROAD

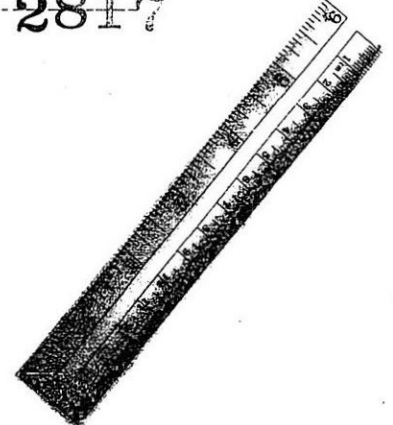
TOWN OF WESTON



NOTE:  
1. PREMISES BEING LOT "A" AS SHOWN ON RECORD MAP NO. 651 ENTITLED "MAP OF PROPERTY PREPARED FOR ROGUES RIDGE PROPERTIES, INC., WESTON, CONN., AUG., 1950, SCALE 1" = 40," BY W. J. WOOD, JR., SURVEYOR.  
2. PREMISES DESIGNATED AS TAX LOT 30 BLK. 6 SHEET 22 ON THE WESTON TAX MAPS.

TOWN OF WESTON

RECEIVED ON FILE IN THE WESTON TOWN CLERKS OFFICE  
AT 3:15 AM. ON 11/10/83  
BY *Alan M. Rosenthal* TOWN CLERK  
FILE NO. 2817



2817

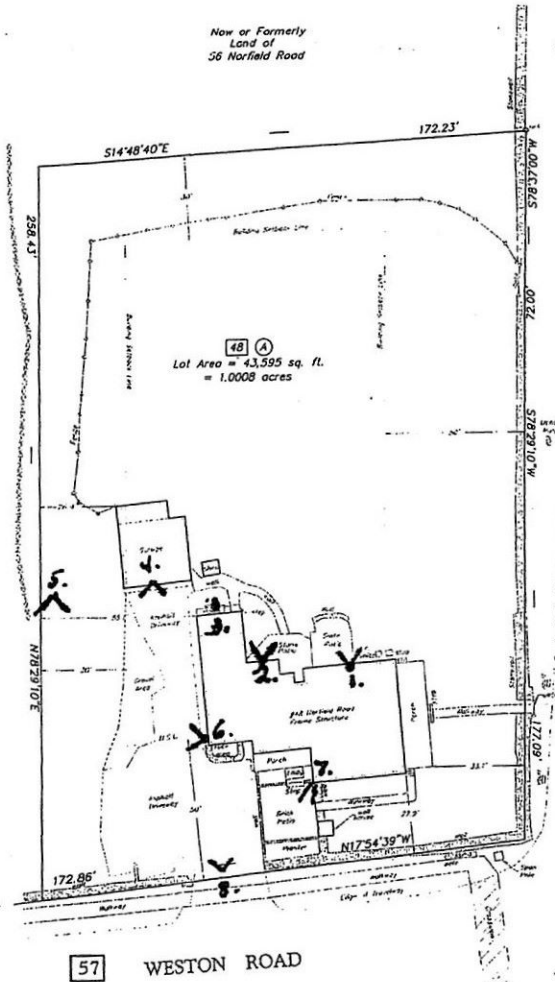
NORFIELD ROAD

# 48 Norfield Rd. - Lighting Plan

Now or Formerly  
Land of  
56 Norfield Road

Now or Formerly  
Land of  
56 Norfield Road

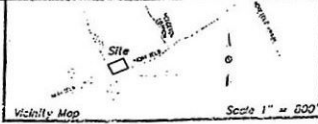
48 A  
Lot Area = 43,595 sq. ft.  
= 1.0008 acres



53

57 WESTON ROAD

1. All LED Lighting
2. Bright white: 2700 watts
3. All Double light Fixtures - spot type
4. Auto on/off with timer
5. 8 Lights Total w/ 16 Bulbs
6. All walkways, yard area, driveway, lit well

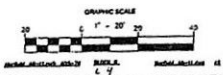


**NOTICE**

1. This survey and map has been prepared pursuant to the Regulations of Connecticut State Agencies Section 20-202a-1 through 20-202a-20 and the Standards for Surveys and Maps in the State of Connecticut as adopted by the Connecticut State Board of Land Surveyors, Inc. on September 26, 1996.
2. It is an improvement location survey made under a Return and is intended to show the location, horizontal and vertical, of existing and proposed buildings and structures, and other improvements, and to show the location of all existing and proposed improvements. The purpose is to show the location of all improvements.
3. This survey conforms to Municipal Accuracy Class A-2.
4. Lot Area = 43,595 sq. ft. (1.0008 acres)
5. Parcel is located in Residential Zone 2A.
6. Property shown on Assessor's Map 20-204-6, as per lot 30.
7. No abstract or title, not fully examined, or documents or records reviewed or noted herein.
8. Underground improvements or encroachments if any are not shown.
9. Reference is hereby made to the Return and the Regulations of the Connecticut State Board of Land Surveyors, Inc. for more complete technical standards for returned maps.
10. This map does not contain, state or federal, nor does it contain, information of the U.S. Government. For more complete technical standards for returned maps, the Return and the Regulations should be consulted.
11. Property located in 2001 zone "C" per National Flood Insurance Program Flood Insurance Rate Map, for the Town of Westport, CT, Community No. 60000C, Flood No. 204, Issue C, Map Effective Date 1st June 2010.
12. The map is not to be used as a substitute for a site visit or for field knowledge, information and field notes on which it is based, neither a substitute for a site visit.
13. Building dimensions shown are for coverage purposes only and are not to be used in construction.
14. The Building and Construction setbacks lines depicted are the Surveyor's interpretation of the regulations. These setbacks determinations are subject to change based upon the municipal, federal, and/or state departmental interpretations and/or changes in regulations affecting setbacks. The municipal zoning enforcement officer has current knowledge and authority in this determination and must be consulted prior to design and/or building of improvements on the property.
15. Surveyor will measure to buildings exterior walls, for all building offset distances and for spot coverage calculations.
16. Map References.
  - a. Property shown as "1" on a certain map entitled "Map of Property Proposed for General Zoning" (Westport, Town of Westport, Map No. 201, Scale 1" = 20', 21 April 1981) by Lee Leonard P.E. & S.

GENERAL DIMENSIONS  
DISCUSS 1.8.20

SECTION	ACRES	ACRES	PROPOSED	CLARIFY DIMENSIONS / VARIANCES
WATER LOT AREA	121.4	2.484	1.0008 ACRES	
LAND RECTANGLE	141.5	172.9 200'		
WATER LOT AREA	141.5	200'	471.05	
LAND RECTANGLE	252.6		172' / 231'	
LAND	331.4	10'		
WATER	201.4	26'	35.1	
WATER	216.6	45'	181.8	
WATER	212.7	100'		
WATER	311.7	125'	0.176	
WATER	201.4	25'		



LEONARD SURVEYORS LLC  
1000 WESTPORT ROAD  
WESTPORT, CT 06894  
TEL: 860-426-1111  
WWW.LEONARD-SURVEYORS.COM

REVISION TABLE

DATE	DESCRIPTION

PLOT PLAN  
PREPARED FOR  
WESTON VENTURES LLC

48 NORFIELD ROAD  
WESTON, CONNECTICUT  
SCALE 1" = 20' 12 OCTOBER 2023

LEONARD SURVEYORS LLC  
"CERTIFIED SUBSTANTIALLY CORRECT"  
CLASS A-2 ACCURACY

Charles L. Leonard  
CHARLES L. LEONARD P.E., CSPE, REG. NO. 30857

bound to the terms and conditions contained in the Addendum as additional Terms of this Lease Agreement.

**14. Other Terms:**

To keep the Dwelling in good condition, tenant will pay the first \$500 of any cost for each repair of each of the fixtures, the kitchen equipment, septic, well pump, furnace, hot water heater, and other appliances, unless such repair is due to a condition existing on the date of this lease. You will pay all such cost if the repair is required because of your misuse or neglect, or misuse by clients or Visitors.

\* Dog occupancy on property agreed to be part time and kept in the basement during the day.

*J.O.*

**15. Liability of Landlord; Reimbursement by Tenant; Insurance**

If Landlord must pay any damages for a claim arising from the fault of Tenant, then Tenant must reimburse Landlord for any such sums paid. In addition, Tenant must reimburse Landlord for any reasonable expense Landlord reasonably incurred in defending against such claim, whether or not Landlord has to pay any damages. *JS* If Landlord has initialed at the beginning of this paragraph, then during the term of this Lease. Tenant, at its expense, shall carry liability insurance at a limit of not less than \$ 1,000,000.00 Tenant further agrees to furnish Landlord, prior to occupancy, with a certificate of insurance evidencing Tenant has secured the insurance required by this paragraph. Property Damage And Bodily injury to be included.

✓

During the term of this Lease, Tenant, at its expense, may carry personal liability or personal property liability insurance.

**16. Assignment and Sublease**

This Lease may not be assigned, nor may the Premises be sublet, without the advance written consent of Landlord. Such consent shall not be unreasonably withheld. Any such assignment or sublease does not relieve Tenant of any of Tenant's obligations or liability under this Lease. The subtenant shall be bound by and subject to all the terms of this Lease. No sublease Allowed.

**17. Quiet Enjoyment by Tenant**

As long as Tenant pays the rent and is not in default on any of the conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises during the term of the Lease.

**18. Warranty of Habitability**

Landlord represents and states that the Premises and all areas used in connection with it are fit for human habitation and for the use reasonably intended by the parties and there are no conditions dangerous, hazardous or detrimental to life, health and safety.

*The captions of the various paragraphs of this Lease are for convenience and reference purposes only. They are of no other effect. The parties acknowledge, agree and understand that this form has been prepared by the Connecticut Association of REALTORS®, Inc. (CAR) for the sole use of its members and is not intended to be used for any other purpose. CAR assumes no responsibility for its use or content and is not liable for any damages or losses of any kind resulting from its use or content in any way.*



#### **19. Waiver by Landlord or Tenant Limited**

If either Landlord or Tenant waives or fails to enforce any of their rights under the Lease, this does not waive or void any other rights under the Lease, unless prohibited by law. Further, if Landlord or Tenant waives or fails to enforce any of their rights under a specific paragraph of the Lease, such waiver or failure to enforce such rights is limited to the specific instance in question and is not a waiver of any later breaches of such paragraph.

#### **20. Invalidity or Illegality of Part of Lease**

If any part of this Lease is determined to be invalid or illegal, then only that specific part shall be void, it shall have no effect, and it shall be disregarded. Notwithstanding, all other parts of the Lease shall remain in full force and effect.

#### **21. Modification or Change of Lease**

This Lease and the provisions herein shall only be changed or modified by a written agreement signed by both Landlord and Tenant.

#### **22. Persons Bound by Lease**

It is the intent of the parties that this Lease shall be binding upon Landlord and Tenant and upon any parties who may in the future succeed to their interests.

#### **23. Surrender of Premises**

At the expiration of the term of this Lease, Tenant shall surrender the Premises in as good a state and condition as the Unit was in when the term began, fair wear and tear excepted.

#### **24. Termination of Lease**

The Lease shall terminate on the Termination Date. This Lease shall only be terminated prior to the stated Termination Date upon the written and signed agreement of both Landlord and Tenant stating an exact date the Lease shall end, and such date shall be substituted in this Lease as the New Termination Date. Should Landlord find Tenant or Tenant's personal property remaining in the Unit beginning on the first day after the Termination Date, Landlord at Landlord's option may begin the process of evicting Tenant as permitted and outlined by law. If Landlord chooses not to begin the eviction process, and in the absence of a new Lease between Landlord and Tenant, Tenant shall pay Landlord Fair Use and Occupancy in the amount of \$ 200 per day, due and payable to Landlord on a weekly basis at the location listed in paragraph 5 titled "Rent; Time and Manner of Payment of Rent," As allowable by law, by accepting one or more Fair Use and Occupancy payment(s) from Tenant, Landlord shall not be deemed to have waived, voided, or precluded Landlord's ability to evict Tenant or to sue Tenant for any damages sustained as a result of Tenant's continued occupancy at the Unit past the Termination Date, or New Termination Date (as applicable). Further, by accepting one or more Fair Use and Occupancy payment(s) from Tenant, Landlord is not agreeing to a new Lease but rather shall be deemed to be collecting reasonable monies owed to Landlord for Tenant's continued possession, use, and occupancy of Landlord's property.

#### **25. Captions for Paragraphs of Lease; Use of Form**

The captions of the various paragraphs of this Lease are for convenience and reference purposes only. They are of no other effect. The parties acknowledge, agree and understand that this form has been made available by the Connecticut Association of REALTORS®, Inc. (CTR) for the sole use of its Members and their client(s) as a convenience. CTR assumes no responsibility for its use or content and is not a party to this Lease or otherwise related to or involved in this Contract in any way.

**26. Review by Counsel**

All parties to this Lease understand and agree they have had the opportunity to review this Lease, and to have this Lease reviewed by their own attorney prior to signing this Lease.

**\*\*Additional terms**

✓ **27.** This lease is for use of the main house and main property only. It does not include the <sup>Storage</sup> space attached to the main house and patio property area. \_\_\_\_\_ (tenants initials) J.D. (landlord initials)

**28.** Alterations for the use D.J.G as a learning center will be at the cost of the tenant. DSJ (tenants initials) J.D. (landlord initials)

**29.** Tenant will have the option to renew for another year at the conclusion of this lease on **10/31/24** at a mutually agreeable rate not to exceed **\$6,500**

Jim DiPasquale 11/8/23  
Landlord Date

\_\_\_\_\_  
Landlord Date

Dan Stark 11/9/2023  
Tenant Date

\_\_\_\_\_  
Tenant Date

### Addendum A

The landlord and Tenant have agreed that if DIG can no longer operate at 48 Norfield road as a business and make an income, then the tenant would be released from the current lease, as an option, under the following conditions only:

1. The Town of Weston notifies DIG in writing that the DIG program can no longer operate at 48 Norfield road without incurring a penalty for continued operations.
2. The Planning and Zoning Board denies a permit to DIG for its business operations.
3. DIG must appeal the PZ denial and continue to operate as it has been in 2023. If DIG is denied a second time it would be the decision of DIG to rectify the issues requested.
4. DIG pays the rent in the lease for three months after the last day that DIG cannot operate a business that generates income. If DIG continues operations at 48 Norfield road the lease will remain in place for that time period. ie. 2023
5. The Weston health department denies DIG the right to operate a business due to unforeseen reasons. If this is a temporary hold, pending rectifying certain health issues, including septic revisions, the lease will remain in effect but be adjusted for the days no business can occur.
6. DIG will give best efforts to comply with all requests from PZ, health department, and Historic district commission in order to obtain approval for DIG business operations at its own expense. The septic upgrades will be split 50/50 with landlord. *Additional expense over \$50,000 or bathroom*
7. If DIG needs to end the new lease dated 11/1/23, then it will notify the ~~tenant~~ *landlord* in writing under *ADDITIONAL TR* *w/ landlord control* *to be considered* the three month condition for termination. If any DIG person under the lease would like to remain as a paid resident for a period of time TBD, it would be considered by the landlord at a \_\_\_\_\_ new rate.

*[Signature]*  
 Landlord \_\_\_\_\_  
 Date

*[Signature]* 11/8/2023  
 Tenant \_\_\_\_\_  
 Date

Weston Planning and Zoning Commission:

I spoke with Sargeant Miceli on November 28<sup>th</sup> in regards to the traffic related to DIG USA operating out of 48 Norfield. He checked the logs regarding 48 Norfield and said that there were no complaints or calls related to the traffic around the building. He said I could document our call and pass this on to the Zoning Commission.

Thanks,

Beth Lampel

# UNIVERSAL SEPTIC, LLC

FORMERLY SANTINI SEPTIC

Universal Septic, LLC  
 11 Cold Spring Dr  
 Trumbull, CT 06611

Tel:860-488-1177  
 Tel:203-775-3045  
 Fax:203-590-3223

rs@universalsepticllc.com  
 www.universalsepticllc.com

Customer's Order No.		Date 8 Dec 2022		Phone:			
Name Mr. DiPasquale							
Address 418 NORFOLK WESTON CT							
\$285							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	LAYAWAY
QTY.	DESCRIPTION			PRICE	AMOUNT		
	CLEANING						
	DUMP FEE 3 properties						
	DIGGING						
	BAFFLE FILTER						
	EMERGENCY FEE \$375						
	PUMP CHAMBER						
	OTHER						
All claims and returned goods MUST be accompanied by this bill.				TAX			
Received By				TOTAL			

No 89175

Thank You