

Incorporated 1787

Conservation Commission

INLAND WETLANDS AND WATERCOURSES APPLICATION

This Application is for a five-year permit to conduct a regulated activity or activities pursuant to the Inland Wetlands and Watercourses Regulations of the Town of Weston ("The Regulations")

PROPERTY ADDRESS: 38 HIGH NOON PD
Assessor's Map # 25 Block # 4 Lot # 20
PROJECT DESCRIPTION (general purpose) CONSTRUCTION OF DETACHED STUPIO
AHO NEW CENTRAL SEPTIC SYSTEM
Total Acres 2.436 Total Acres of Wetlands and Watercourses 0, 1227AC 5347 SF
Acreage of Wetlands and Watercourses Altered
Acres Linear Feet of Stream Alteration Total Acres Proposed Open Space
OWNER(S) OF RECORD: (Please list all owners, attach extra sheet if necessary)
Name: ROETHE LLC Phone: 203-979-9754
Address: 277 TALMORE PRIVE, FAIRPIELD CT 06825
Email: FAIRFIELD/8 @ SBCGLOBAL. NET
APPLICANT/AUTHORIZED AGENT:
Name: Phone:
Address:
Email:
CONSULTANTS: (Please provide, if applicable)
Engineer: PEAK ENGINEERS LLC Phone: 203-834-0588
Address: POBOX 312, GEORGETOWH CT 06829 Email: TOWHH @ PEAKEHGIHEERSLLC. CO
ioil Scientist: MARY JAEHHIG Phone: 203-431-8113

7 Franks I Mr Pinesein	Marit Activity Sous Colonial 1500
Address: 1 PAIRVIEW AVE, PIVGRATULO 06877	Email: MARY JAEHNIG SOILS @ GMAIL. COM
Legal Counsel:	Phone:
Address:	Email:
Surveyor: BLACK POZIC SURVEYORS	
Address: 1089 CHURCH HILL PD FAIRFIRLD, CT PROPERTY INFORMATION	Email: BLACKPOUSURVEY (POPTOHLIHE, NET
Property Address: 38 HIGH NOOH, WES	БH, G
Existing Conditions (Describe existing property and PESIDENCE, ASPHALT PRIVE. PEOPE	d structures): SINGLE FAMILY ERTY SLOPES WEST TO EAST. DIVERSION DITCH.
Provide a detailed description and purpose of pr	
information if needed): Home owner Imp	LOVEMENT. CONSTRUCTION OF STUDIO,
EXISTHG SEPTIC 15 14 PUR COHOITIUM	-CENTAL SEPTICIS PROPUSED
Is this property within a subdivision (circle): (res Square feet of proposed impervious surfaces (roc	
Subject property to be affected by proposed active wetlands soils swamp floodplain marsh	tivity contains: bog lake or pond stream or river other
Materials Material	ction
Amount, type, and location of materials to be rer ACCESS POUTE; REMOVE 40 CYS TOPSON SEPTIC: EXCAVATE 11 CYS, 14STALL SE	noved, deposited, or stockpiled: L, PLACE 40 CYS ROCK & PROCESS.
Description, work sequence, and duration of acti	VITIES: TIC, 3, COMSTRUCT STUDIO 4. COMPLETE
GRADING 5. PEMOVE ERUSION CON	PROLS, SEE PLAH.
Describe alternatives considered and why the pro	pposal described herein was chosen: EFERPED 14 VOUDED ATMOSPIFERE.
Does the proposed activity involve the installation (circle): Yesor No	_
The Westport/Weston Health District Approval: $\overline{\mathcal{I}}$	ENDING.

ADJOINING MUNICIPALITIES AND NOTICE:

If any of the situations below apply, the applicant is required to give written notice of his/her application to the Inland Wetlands Agency of the adjoining municipality, on the same day that he/she submits this application. Notification must be sent by Certified Mail with Return Receipt Requested.

The property is located within 500 feet of any town boundary line;

A significant portion of the traffic to the completed project will use streets within the adjoining municipality to enter or exit the site;

A portion of the water drainage from the project site will flow through and significantly impact the sewage system or drainage systems within the adjoining municipality; or Water runoff from the improved site will impact streets or other municipal or private property within the adjoining municipality

AQUARION WATER COMPANY

Pursuant to Section 8.4 of the Weston regulations, the Aquarion Water Company must be notified of any regulated activity proposed within its watersheds. Maps showing approximate watershed boundaries are available at the office of the Commission. If the project site lies within these boundaries, send notice, site plan, and grading and erosion control plan via certified mail, return receipt requested, within seven (7) days of submitting application to the Commission, to:

George S. Logan, Director – Environmental Management Aquarion Water Company 714 Black Rock Turnpike Easton, CT 06612

The Commissioner of the Connecticut Department of Public Health must also be notified in the same manner in a format prescribed by that commissioner.

The undersigned, as owner(s) of the property, hereby consents to necessary and proper inspections of the above mentioned property by Commissioners and agents of the Conservation Commission, Town of Weston, at reasonable times, both before and after a final decision has been issued by the Commission.

The undersigned hereby acknowledges to have read the "Application Requirements and Procedures" in completing this application.

The undersigned hereby certifies that the information provided in this application, including its supporting documentation is true and he/she is aware of the penalties provided in Section 22a-376 of the Connecticut General Statues for knowingly providing false or misleading information.

Bul 3		7/8/24	
Signature of Owner(s) of Recor	rd	Date	0
Signature of Authorized Agent		Date	
	FOR OFFICE USE ONLY		
Administrative Approval	Initials	Date	

RICHARD J. MARGENOT ATTORNEY AT LAW

100 MELROSE AVENUE SUITE 105 GREENWICH, CONNECTICUT 06830 www.margenotlegal.com

ADMITTED IN CONNECTICUT AND NEW YORK Since 1985 203-869-7888 FAX 203-539-6319 Rick@margenotlegal.com

July 11, 2024

To Whom it May Concern:

Mr. Zaharias' company, Fairfield 18, LLC purchased 38 High Noon Road, Weston Connecticut on May 10, 2024 as part of a 1031 Exchange, and as such this property is being held by Roethe, LLC as per the terms of that Exchange.

Furthermore, as part of the Exchange Agreement, there is a lease agreement dated May 1, 2024, whereby Mr. Zaharias is allowed to sign legal documents on behalf of the property and enter into contracts with Vendors and others.

and a garden of

If you have any questions, please do not hesitate to call.

PHISH WILL FOR THE BUILDING

Very truly yours,

Richard J. Margenot

Richardyargust

Enclosure RJM/vs

LEASE AGREEMENT

Forward Exchange "Park Replacement Property" - Construction

This Lease Agreement ("Lease") is dated as of May 1, 2024 and is by and between Roethe LLC, a California limited liability company ("Lessor"), and Fairfield 18, LLC, a Connecticut limited liability company ("Lessee").

RECITALS

- A. Lessor is the owner of certain real property commonly known as 38 High Noon Road, Weston, Connecticut ("the Premises").
- B. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises on the terms and conditions in this Lease (the "Lease").

For good and valuable consideration, the parties agree as follows:

Section 1. Lease.

Lessor leases to Lessee and Lessee leases from Lessor the Premises on the terms and conditions in this Lease.

Section 2. Term of Lease.

The term of this Lease ("Term") shall commence on the date the Premises are conveyed to Lessor ("Commencement Date") and shall continue for a period not to exceed 180 days thereafter, during which time Lessor shall convey the Premises to either a third-party Buyer designated by Lessee or to Lessee. Lessor's conveyance shall terminate this lease.

Section 3. Conveyance of Title at Expiration of Term.

Prior to the expiration of the Term of this Lease, Lessee shall be obligated to make any and all necessary arrangements with a closing attorney and/or a title/escrow company to transfer title to the Premises from Lessor to Lessee or from Lessor to a third-party buyer designated by Lessee. Lessee shall pay all fees and costs associated with the conveyance of title to Lessee.

Section 4. Lessee's Obligation to Furnish Property Information.

- 4.1 Lessee shall be obligated to furnish the following information to Lessor:
 - (i) Within 5 days of its execution of the Lease, a copy of the real property tax bill for the Premises for the Term;

- (ii) Upon written request of Lessor, Lessee shall be required to furnish Lessor with the following information:
 - (a) A list of the sub-Lessees in possession ("Tenant"), if any;
 - (b) The commencement date and the term of rental for each Tenant;
 - (c) The amount of the monthly rent for each Tenant;
 - (d) The dates to which rent and other charges have been paid for each Tenant.

Section 5. Property Management / Authority to Enter into Contracts.

During the Term, Lessee, as Property Manager, shall have full responsibility to manage and operate the Premises. Lessees' rights and obligations shall include, but not be limited to, leasing, collection of rental payments, and payment of all expenses arising out of, or related to the Premises, including taxes, insurance, and principal and interest on any obligation secured by a deed of trust against the Premises, and oversight of all maintenance, repairs and/or capital improvements to the Premises. Lessor will have neither the right, nor the obligation, to participate in the management or maintenance of the Premises except as necessitated by the vesting of title to the Premises in Lessor. Furthermore, Lessor authorizes Lessee, as Property Manager, by and on behalf of Lessor, to enter into and execute any and all contracts for the sale of the Premises.

Property Manager shall bear all responsibility for retaining, advising, assisting and consulting with any and all third parties regarding the construction of any capital improvements to the Premises during the term of the Lease.

Section 6. Monthly Rent.

Beginning on the Commencement Date, the minimum monthly rent ("Monthly Rent") shall be the amount required to pay all real property taxes accrued for the Premises each month.

Section 7. Lessee's Obligation to Pay Property Expenses.

Lessee shall be obligated to pay, when due, the following expenses accrued for the premises each month:

- (i) All maintenance and repair costs for the Premises during Lessor's ownership;
- (ii) All premiums for the property and liability insurance during Lessor's ownership;
- (iii) Any deductible required under any insurance policy in the event of a claim during Lessor's ownership;
- (iv) Principal and interest on all any and all loans secured by the Premises.

All of the above-described expenses shall be paid by Lessee directly to the applicable payee when due. Lessee shall, upon written request by Lessor, provide proof of payment of these expenses.

Section 8. Rent from Tenant.

Lessee is entitled to any rent income received from Tenant(s) of the Premises during the term of this Lease.

Section 9. Use.

9.1 Lessee may occupy and use the Premises and all other operations incidental to the conduct of its business, and Lessee agrees not to use the Premises for any immoral or unlawful purpose.

- 9.2 Lessee shall, at Lessee's own cost and expense, comply with all requirements of Lessor's insurance carriers that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises.
 - 9.3 Lessee shall not commit any waste or any public or private nuisance upon the Premises.
- 9.4 Lessee shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Premises.

Section 10. Utilities/Taxes.

- All real estate taxes levied on the Premises for the tax year or years in which the Lessor owns fee title to the Premises shall be the sole responsibility of Lessee. Lessee shall pay Lessee's share of the taxes directly to the applicable taxing authority rather than to the Lessor, and that payment shall constitute full performance under this Lease with respect to said tax liability.
- During the Term, Lessee shall pay, before delinquency, directly to the appropriate payee, all charges or assessments for telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises.
- Lessee shall provide, upon written request from Lessor, proof of the payment of such utilities. Lessee shall pay to the public authorities charged with the collection on or before the last day on which payment may be made without penalty or interest, as additional rent, all taxes, permit, inspection, and license fees, and other public charges of whatever nature that are assessed against the Premises or arise because of the occupancy, use, or possession of the Premises (including, but not limited to, taxes on, or which shall be measured by, any rents or rental income, and taxes on personal property, whether of Lessor or Lessee), subsequent to the commencement of the Term, and all installments or assessments that are due during the Term.
- Lessor agrees to forward statements and billings to Lessee at the address set forth in Section 25 below. Lessee shall deliver to Lessor, on demand, original receipts or photocopies evidencing payment of all taxes, assessments, and public charges payable by Lessee. If Lessee fails to pay taxes, assessments, and charges on or before the last day on which payment may be made without penalty or interest, other than as provided for herein, Lessor may, but shall not be obligated to, pay those taxes, assessments, or charges, together with interest and penalties. Any amounts that Lessor may pay pursuant to this provision, together with interest at the rate of ten percent (10%) per annum, shall be repaid to Lessor by Lessee on demand.
- Lessee before its delinquency, or if a tax, assessment, or public charge required by this Lease to be paid by Lessee before its delinquency, or if a tax, assessment, or public charge is contested by Lessee and that tax, assessment, or public charge has not been paid within thirty (30) days after a final determination of the validity, legality, or amount of the tax, assessment or public charge, then Lessor may, but shall not be required to, pay and discharge the tax, assessment, or public charge. If a tax, assessment, or public charge, including penalties and interest, are paid by Lessor, the amount of that payment shall be due and payable to Lessor by Lessee and shall bear interest at the rate of ten percent (10%) per annum from the date of the payment by Lessor until repayment by Lessee.
- 10.6 Lessee shall be obligated to pay any assessments for local improvements that become a lien after the Commencement Date.

10.7 The covenants and agreements herein to pay taxes by Lessee shall be deemed to include the payment of any inheritance, estate, succession, transfer, gift, franchise, corporation, income, or profit tax, or capital levy that is or may be imposed on Lessee and/or the grantor from whom Lessor acquired title. If any such taxes become a lien against the Premises, Lessee agrees to pay and discharge them before foreclosure of the lien. If Lessee fails to pay and discharge those taxes prior to the institution of proceedings to foreclose the lien, Lessor, at Lessor's sole option, may advance the funds required to pay and discharge the taxes, together with all penalties and interest, in which event the amount of finds so advanced shall be immediately due and payable from Lessee to Lessor and shall bear interest at the rate of ten percent (10%) per annum from the date of payment by Lessee, until repaid.

Section 11. Repairs and Maintenance.

- 11.1 Lessee agrees, at Lessee's own expense, to keep the Premises in good condition and repair during the Term.
- 11.2 Lessee waives the provisions of any law that would require Lessor to maintain the Premises in a Leasable condition or would provide Lessee with the right to make repairs and deduct the cost of those repairs from the rent.

Section 12. Construction of Improvements.

During Lessor's ownership of said property, it shall be Lessee's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises. Lessee will indemnify and defend Lessor for all liens, claims, or damages caused by remodeling, improvements, additions, alterations, and major repairs. Lessee will not at any time permit any mechanics', laborers', or material men's liens to stand against the Premises for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or Lessee's agents, contractors, or sub-lessees, in connection with work of any character performed or claimed to have been performed on the Premises. In the event of a final determination of a lien or claim of lien, Lessee will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at Lessee's own expense. If Lessee fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, Lessor shall have the right, but not the obligation, upon five (5) days' written notice to Lessee, to pay or prevent this action, and the amount paid by Lessor shall be immediately due and payable to Lessor and shall bear interest at the rate of ten percent (10%) per annum from the date of payment by Lessor until repayment by Lessoe.

Section 13. Indemnity.

Lessee agrees to indemnify and defend Lessor from any claims, demands, and causes of action of any nature arising from or related to Lessor's ownership of the Premises and any expense incidental to the defense, for injury to or death of persons or loss of or damage to property occurring on or about the Premises during Lessor's ownership of the Premises.

Section 14. Insurance.

- 14.1 Lessee agrees to procure and maintain throughout the Term, at Lessee's sole cost and expense, hazard insurance and liability insurance on any existing buildings and improvements or those that may be built or placed on the Premises for full replacement cost naming Lessor as additional insured.
- Additional Insurance Requirements: Each policy of insurance shall be issued by a responsible insurance company authorized to do business in the state where the Premises are located and shall be issued in the name of Lessor and Lessee. The insurance coverage required under this Section may be carried by Lessee under a blanket policy insuring other properties owned by Lessee, provided that the Premises covered by this Lease is specifically identified as included under that policy.
- 14.3 At all times during the Term, Lessee agrees to keep and maintain, or cause Lessee's agents, contractors, or subcontractors to keep and maintain, workmen's compensation insurance and other forms of insurance as may from time to time be required by law or may otherwise be necessary to protect Lessor and the Premises from claims of any person who may at any time work on the Premises, whether as a servant, agent, or employee of Lessee or otherwise. This insurance shall be maintained at the expense of Lessee or Lessee's agents, contractors, or subcontractors and not at the expense of Lessor.
- 14.4 Lessor agrees that it will tender and turn over to Lessee or to Lessee's insurers the defense of any claims, demands, or suits instituted, made, or brought against Lessor or against Lessor and Lessee jointly, within the scope of this Section. Lessor, however, shall have the right to approve the selection of legal counsel, to the extent that selection is within Lessee's control, which approval shall not be unreasonably withheld or delayed. In addition, Lessor shall retain the right at Lessor's election to have Lessor's own legal counsel participate as co-counsel, to the extent that claims are made that may not be covered by Lessee's insurers.
- Lessee releases Lessor and waives the entire right of recovery against Lessor for loss or damage arising out of or incidental to the perils insured against, which perils occur in, on, or about the Premises. Lessee shall, upon obtaining the required policies of insurance, give notice to the insurance carrier that this waiver is in this Lease.

Section 15. Damage and Destruction.

If the building or other improvements constructed on the Premises are damaged or destroyed, whether partially or entirely, by any cause, Lessee, at Lessee's own cost and expense, but utilizing the proceeds of insurance, if any, including any insurance carried by Lessee to the extent available, shall be solely responsible for repairing, restoring, or reconstructing the damaged or destroyed building and other improvements.

Section 16. Condemnation.

- 16.1 If, during the Term, the whole of the Premises shall be taken pursuant to any condemnation proceeding, this Lease shall terminate as of Lessor's receipt of notice of said condemnation and both Lessor and Lessee shall be released from all obligations under this Lease. Lessor shall immediately convey title to Lessee in accordance with Section 3 herein.
- 16.2 If only a part of the Premises is taken pursuant to any condemnation proceeding, the Lease shall terminate upon Lessor's receipt of notice of said condemnation, but the Lease shall remain effective as to that portion of the premises not affected by the condemnation proceeding.

Section 17. Assignment and Subletting.

- 17.1 Lessee shall have the right to sublet any part of the Premises for any lawful purpose at any time during the Term. It is expressly understood, however, that Lessee shall, during any period of subletting, remain primarily liable for the Monthly Rent and other expenses to be paid under this Lease and the performance of all terms and conditions of this Lease.
- 17.2 Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Section 18. Default.

- 18.1 Any of the following events or occurrences shall constitute a material breach of this Lease by Lessee and shall constitute an event of default ("Event of Default").
 - (i) The failure by Lessee to pay rent, property expenses and/or any other amounts when due;
- (ii) The failure by Lessee to perform any obligation under this Lease, if the failure continues for a period of ten (10) days after Lessor demands, in writing, that Lessee cure the failure. If, however, by its nature, the failure cannot be cured within ten (10) days, Lessee may have a longer period as is necessary to cure the failure, but this is conditioned upon Lessee's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Lessee shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may, in fact, arise from that failure during the period the failure is uncured;
- (iii) Any of the following: A general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Lessee without Lessor's prior written consent; or the dispossession of Lessee from the Premises (other than by Lessor) by process of law or otherwise;
- (iv) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Lessee, or any general partner of Lessee if Lessee is a partnership, of:
 - (a) a petition to have Lessee, or any partner of Lessee if Lessee is a partnership, declared bankrupt; or
 - (b) a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

Section 19. Remedies.

Upon the occurrence of an Event of Default, Lessor, in addition to any other rights or remedies available to Lessor at law or in equity, shall have the right to:

- (i) Terminate this Lease and all rights of Lessee under this Lease by giving Lessee written notice that this Lease is terminated, in which case Lessor may recover from Lessee the aggregate sum of:
 - (a) any unpaid rent earned as of the time of termination;
 - (b) any other amount necessary to compensate Lessor for all the detriment caused by Lessee's failure to perform Lessee's obligations; and
 - (c) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable law.
- (ii) Continue this Lease, and from time to time, recover all rent and other amounts payable as they become due.

Section 20. Late Charge.

Lessee acknowledges that Lessee's failure to pay any installment of the Monthly Rent, monthly property expenses or any other amounts due under this Lease as and when due may cause Lessor to incur costs not contemplated by Lessor when entering into this Lease, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, if any installment of the Monthly Rent or any other amount due under the Lease is not received by the applicable payee when due, then, without any notice to Lessee, Lessee shall be obligated to pay to Lessor an amount equal to ten percent (10%) of the past due amount, which the parties agree represents a fair and reasonable estimate of the costs incurred by Lessor as a result of the late payment by Lessee.

Section 21. Default Interest.

If Lessee fails to pay any amount due under this Lease as and when due, that amount shall bear interest at the maximum rate then allowable by law from the due date until paid.

Section 22. Waiver of Breach.

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other provision of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.

Section 23. Attorneys' Fees.

If any action at law or in equity is brought to recover any rent or other sums under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

Section 24. Authority.

If Lessee is a corporation, trust, or general or limited partnership, all individuals executing this Lease on behalf of that entity represent that they are authorized to execute and deliver this Lease on behalf of that entity. If

Lessee is a corporation, trust, or partnership, Lessee shall, prior to the execution of this Lease, deliver to Lessor evidence of that authority and evidence of due formation, all satisfactory to Lessor. If Lessee is a partnership, Lessee shall furnish Lessor with a copy of Lessee's partnership agreement and with a certificate from Lessee's attorney, stating that the partnership agreement constitutes a correct copy of the existing partnership agreement of Lessee.

Section 25. Notices.

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to Lessee at:

Fairfield 18, LLC, a Connecticut limited liability company 277 Tahmore Drive Fairfield, CT 06825

or to Lessor at:

Roethe LLC c/o Old Republic Exchange Company 1990 N. California Blvd., Suite 1070 Walnut Creek CA 94596

Either party, Lessee or Lessor, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided for in this Section.

Section 26. Heirs and Successors.

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

Section 27. Joint and Several Rights and Obligations

If more than one person is executing this Agreement as Lessee, all representations, warranties, rights, obligations, and liabilities shall be joint and several; provided, however, that in such event, Lessor shall have no obligation to follow any instructions unless given by all Lessees (unless such other persons have, in writing, authorized one Lessee to act on their behalf).

Section 28. Partial Invalidity.

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

Section 29. Entire Agreement.

This instrument constitutes the sole agreement between Lesson and Lessee respecting the Premises, the leasing of the Premises to Lessee, and the specified lease term, and correctly sets forth the obligations of Lesson and Lessee. Any agreement or representations respecting the Premises or their leasing by Lesson to Lessee not expressly set forth in this instrument are void.

Section 30. Time of Essence,

Time is of the essence in this Lease.

May-1, 2024

Section 31. Amendments:

This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

Section 32. Counterparts.

This Lease may be executed in counterpart and/or by facsimile and shall be deemed as if one document had been signed by all parties.

Section 33. Governing Law.

This Lease shall be governed by and construed in accordance with California law.

IN WITNESS WHEREOF, this Lease Agreement is effective as of the dates set forth below:

LESSOR

Roethe LLC, a California limited liability company By: OLD REPUBLIC EXCHANGE COMPANY, a California corporation Its: Sole Member

sen & forg

Date: 5/1/24	By:
The state of the s	Eileen F. Neary, AVP and Exchange Officer
e e	LESSEE
•	Fairfield 18, ELC, a Connecticut limited liability company
Dates	By Buf Z
prove Lease Agreement	9 © Old Republic Exchange Company

Basil Zaharias, Mahager /

Improve Loase Agreement EA60-6057693-Dellin May 1, 2024 © Old Republic Exchange Company of All Rights Reserved



79 Elm Street • Hartford, CT U6106-5127

Please complete and mail this form in accordance with the instructions.

If completing by hand - please print and use the <u>pdf version</u>.

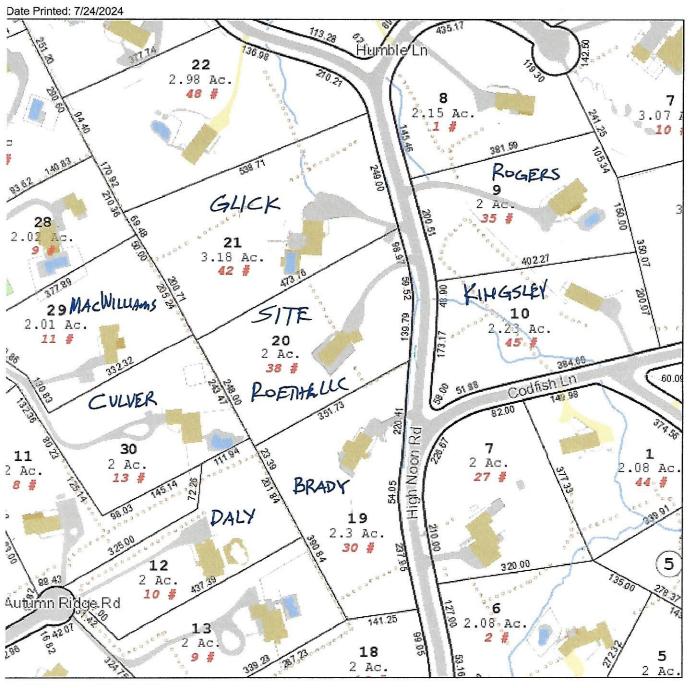
Incomplete or incomprehensible forms will be mailed back to the municipal inland wetlands agency.

İ	PART I: Must Be Completed By The Inland Wetlands Agency			
1.	DATE ACTION WAS TAKEN: year: Click Here for Year month: Click Here for Month			
2.	CHOOSE ACTION TAKEN (see instructions for code): Click Here to Choose a Code			
3.	WAS A PUBLIC HEARING HELD (check one)? yes ☐ no ☐			
4.	NAME OF AGENCY OFFICIAL VERIFYING AND COMPLETING THIS FORM:			
	(type name) (signature)			
	PART II: To Be Completed By The Inland Wetlands Agency Or The Applicant			
5.	TOWN IN WHICH THE ACTIVITY IS OCCURRING (type name):			
	does this project cross municipal boundaries (check one)? yes no			
	if yes, list the other town(s) in which the activity is occurring (type name(s)):,			
6.	LOCATION (click on hyperlinks for information): USGS quad map name: or guad number:			
	subregional drainage basin number:			
7.	NAME OF APPLICANT, VIOLATOR OR PETITIONER (type name): POETHE LL C			
8.	NAME & ADDRESS OF ACTIVITY / PROJECT SITE (type information): 38 HIGH-NWM . 20.			
	briefly describe the action/project/activity (check and type information): temporary permanent description: CUMSTRUCTUM OF ACCESS ROUTE (IH VPA), COMST. OF STV010.			
9.	ACTIVITY PURPOSE CODE (see instructions for code): Click Here to Choose a Code			
	ACTIVITY TYPE CODE(S) (see instructions for codes): Click for Code, Click for Code, Click for Code			
11.	WETLAND / WATERCOURSE AREA ALTERED (see instructions for explanation, type acres or linear feet às indicated): wetlands: acres			
12.	UPLAND AREA ALTERED (type acres as indicated): 0.077 acres			
13.	AREA OF WETLANDS / WATERCOURSES RESTORED, ENHANCED OR CREATED (type acres as indicated): 2 acres			
DATE RECEIVED: PART III: To Be Completed By The DEEP DATE RETURNED TO DEEP:				
FOF	FORM COMPLETED: YES NO FORM CORRECTED / COMPLETED: YES NO			

Town of Weston

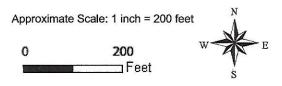
Geographic Information System (GIS)





MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Weston and its mapping contractors assume no legal responsibility for the information contained herein.



25 4 30

CULVER IBUKA & TODD

13 FALL RIDGE ROAD

WESTON

CT 06883

25 4 12

DALY TIMOTHY M & PATRICIA

10 AUTUMN RIDGE

WESTON

CT 06883

25 4 20

ROETHE LLC

277 TALMORE DRIVE

FAIRFIELD

CT 06825

25 4 29

MACWILLIAMS DAVID N

11 FALL RIDGE RD

WESTON

CT 06883

25 4 21

GLICK RACHELLE L

42 HIGH NOON ROAD

WESTON

CT 06883

25 6 10

KINGSLEY MICHAEL S & BERNADETTE M

45 CODFISH LANE

WESTON

CT 06883

25 4 19

BRADY MARGARET

. 30 HIGH NOON RD

WESTON

CT 06883

2569

ROGERS WILLIAM D & JOY A

1112 PARK AVE

NEW YORK

NY 10128

PFIZER – JÄHNIG ENVIRONMENTAL CONSULTING

June 7, 2024

Wetland Delineation Report 38 High Noon Road Weston, Connecticut

Introduction:

A wetland delineation was conducted at 38 High Noon Road on May 30, 2024 by Mary Jaehnig, soil scientist. The property is located on the western side of the road and supports a single family dwelling.

The topography ascends to the west from the road. A diversion swale intercepts runoff on the western and northern sides of the dwelling. The swale was not flagged as a watercourse. A small wetland pocket is located on the northern property line and was flagged in the field using chronologically labeled pink ribbon from 1 to 7. An intermittent watercourse flows from north to south adjacent to the road. The drainage is piped beneath the driveway. The western side of the watercourse was flagged with pink ribbon from 1B to 4B and 5B to 10B. The site is within the watershed to the Aspetuck River

The Inland Wetlands and Watercourses Act (Connecticut General Statutes 22a-38) defines inland wetlands as "land...which consists of any soil types designated as poorly drained, very poorly drained, alluvial, and floodplain." Watercourses are defined in the act as "rivers, streams, brooks, waterways, lakes, ponds, marshes, swamps, bogs and all other bodies of water, natural or artificial, vernal or intermittent, public or private, which are contained within, flow through or border upon the state or any portion thereof." The act defines intermittent watercourses as having a defined permanent channel and bank and the occurrence of two or more of the following characteristics: A) evidence of scour or deposits of recent alluvium or detritus, B) the presence of standing or flowing water for a duration longer than a particular storm incident, and C) the presence of hydrophytic vegetation.

PFIZER – JÄHNIG ENVIRONMENTAL CONSULTING

Soils:

Soil samples were obtained using an auger. Features noted include color, texture and depth to wetland indicators. Soils were classified according to guidelines established by the USDA NRCS.

The upland soil in the western portion of the site is Paxton fine sandy loam. This soil is deep, well drained and formed in glacial till with a firm substratum. The depth to bedrock usually exceeds 5 feet below grade and the depth to the water table usually exceeds 6 feet below grade.

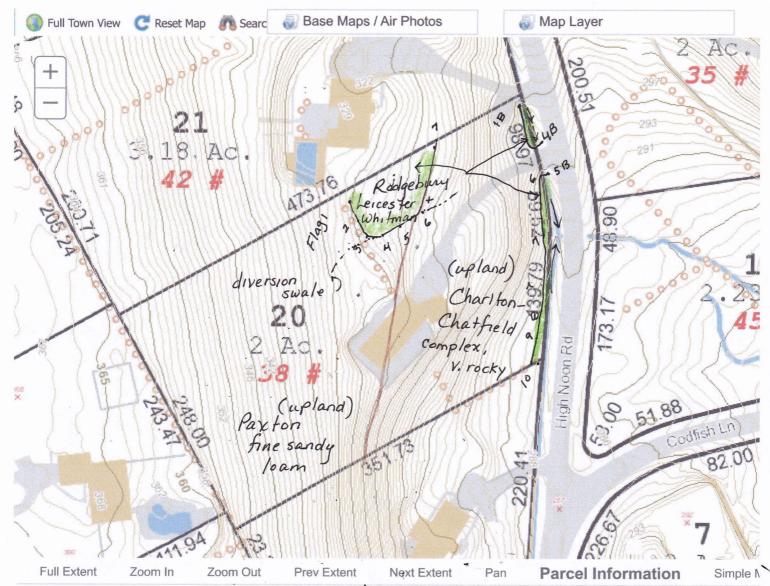
The upland soil in the eastern portion of the site is Charlton-Chatfield complex, very rocky. This unit consists of the deep and well drained Charlton loam with the somewhat deep and well drained Chatfield loam in a landscape with stones and boulders. The depth to bedrock in Charlton loam usually exceeds 5 feet below grade and averages 20 to 40 inches below grade in Chatfield loam. The depth to the water table usually exceeds 6 feet below grade for both loams.

The wetland soil unit is Ridgebury, Leicester and Whitman, extremely stony loams. The soils are deep, poorly drained and very poorly drained, also formed in glacial till but with a firm substratum. The water table is located close to the surface from late fall into early spring. Stones cover much of the surface.

Submitted by,

Mary Lachnig

Mary Jaehnig soil scientist



MapXpress v1.5

Wetlands flagged May 30,2024 Scale: 1 in = 1001

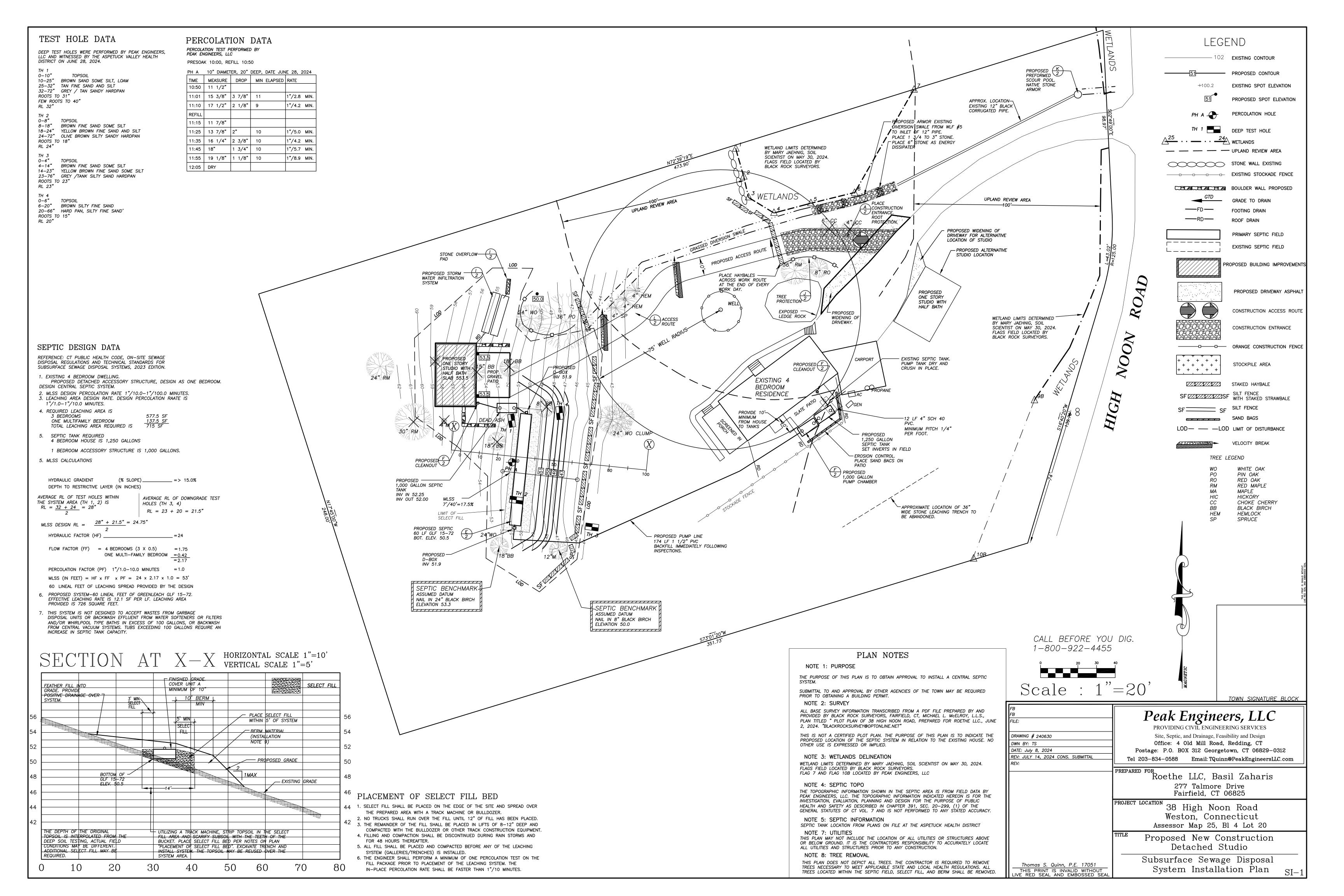
Mary Jaehnia

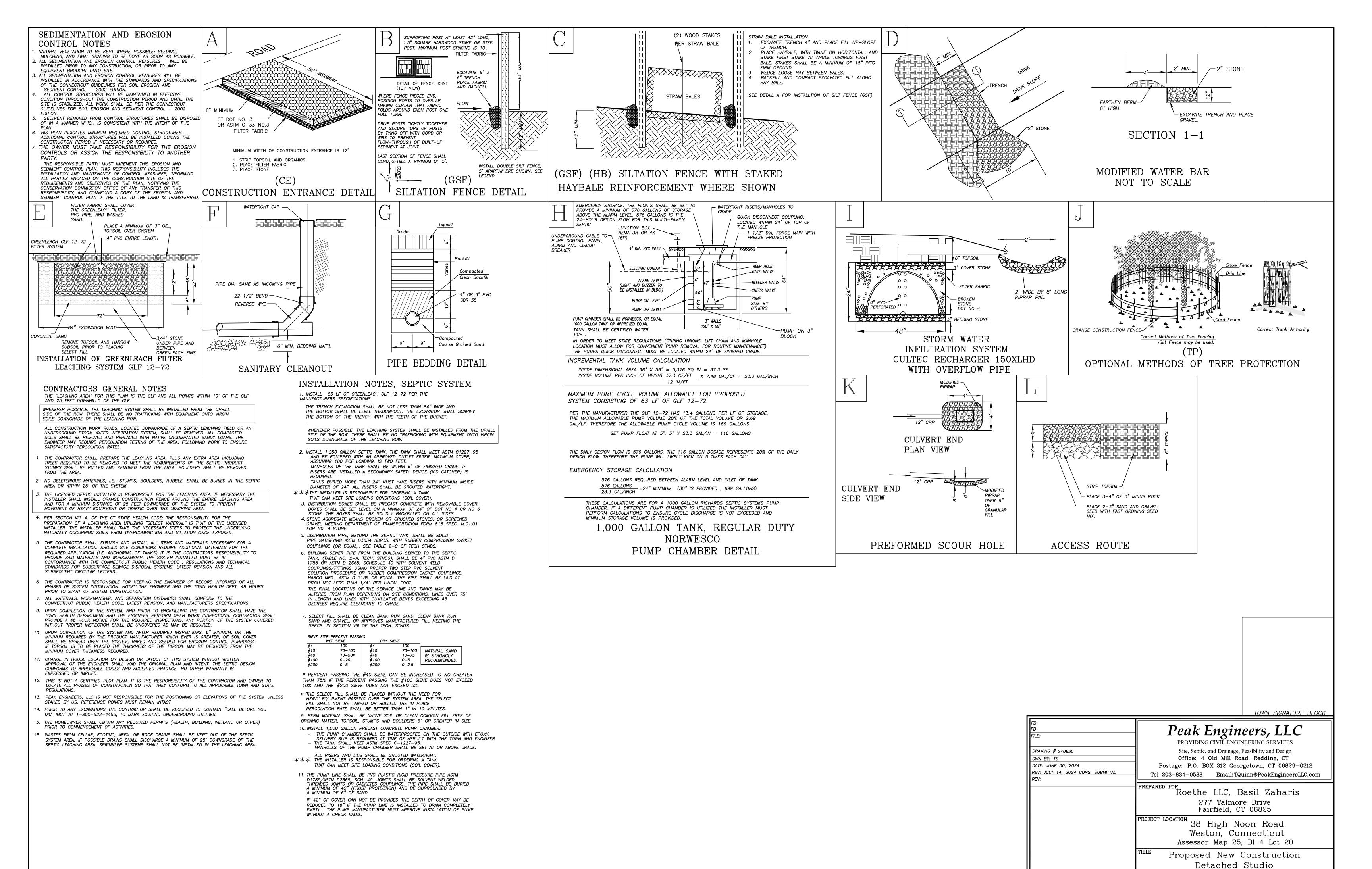
Soil Sci.

203 431 8113

Wetland soil
Ridgebury,
Leicester +
Whitman, ex. stony
Upland soil
Paxton fine sandy loam
Charlton-Chatfield complex, v. rocky

Aspetuck River Watershed



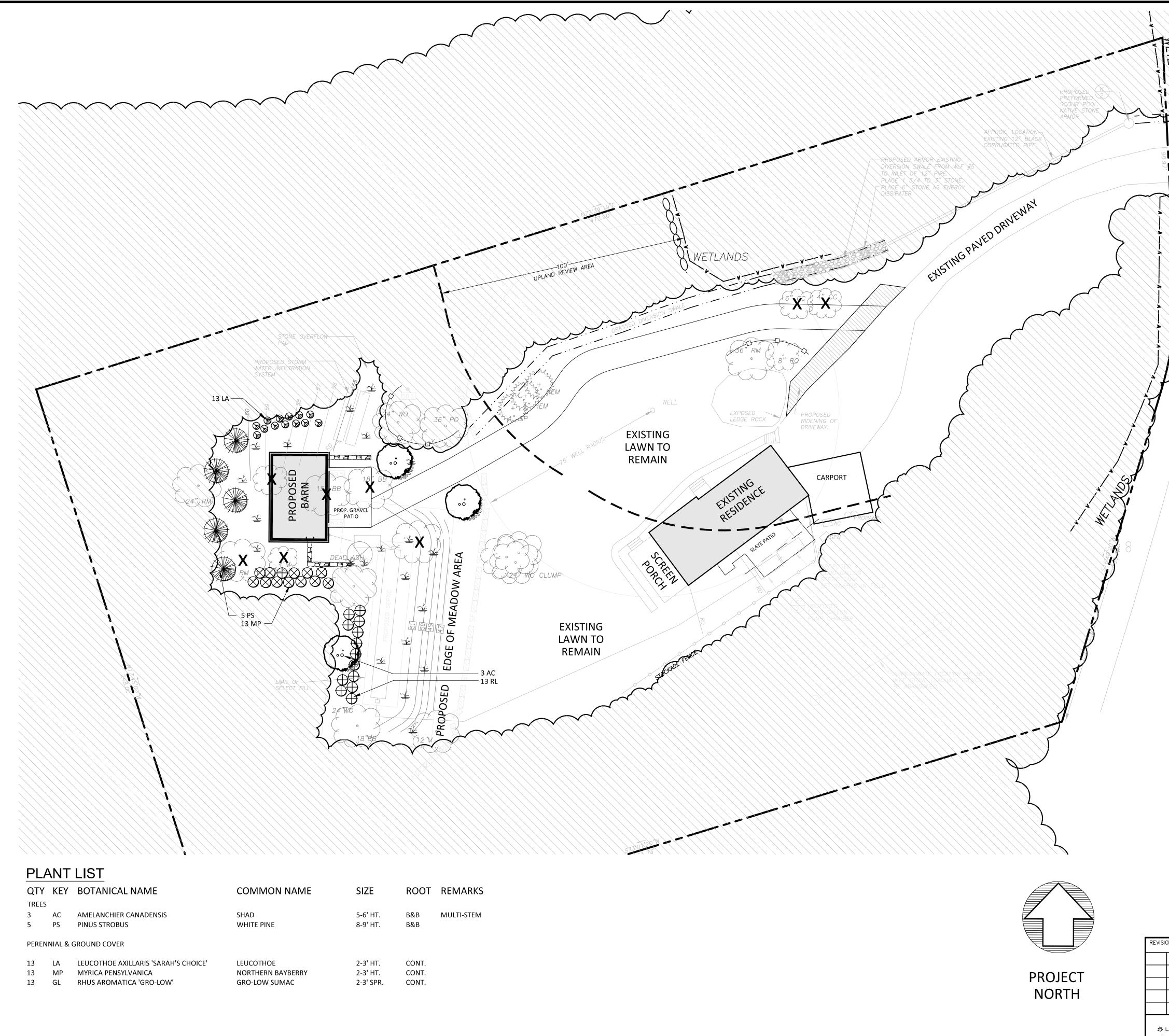


Subsurface Sewage Disposal

System Installation Plan

Thomas S. Quinn, P.E. 17051

THIS PRINT IS INVALID WITHOUT LIVE RED SEAL AND EMBOSSED SEAL



LEGEND

PROPERTY LINE
WETLAND LINE

100' UPLAND REVIEW AREA

EXISTING CONTOUR (BASED ON GIS)
PROPOSED LIMIT OF LAWN

EXISTING LIMIT OF DISTURBANCE

EXISTING WOODED AREA

EX. WALL
TREE TO REMAIN

NEW SMALL FLOWERING TREE

NEW SHRUB

NEW / EX. LAWN

GENERAL NOTES:

- 1. EXISTING AND PROPOSED SITE INFORMATION TAKEN FROM A DIGITAL AUTOCADD PLAN FROM PEAK ENGINEERS.
- 2. CONTACT "CALL BEFORE YOU DIG" AT 1-800-922-4455 TO HAVE UNDERGROUND UTILITY LINES MARKED BY THEM PRIOR TO START OF ANY EXCAVATION WORK.

PLANTING NOTES:

- 1. SITE PLAN INFORMATION TAKEN FROM AN AUTOCADD FILE SUPPLIED BY PEAK ENGINEERS, LLC, ENTITLED "PROPSED NEW CONSTRUCTION", DATED 7-X-24, SHEET.
- 2. CONTACT "CALL BEFORE YOU DIG" AT 1-800-922-4455 TO HAVE UNDERGROUND UTILITY LINES MARKED BY THEM PRIOR TO START OF ANY EXCAVATION WORK.
- 3. EXACT LOCATION OF PROPOSED PLANTINGS AND SPECIES TYPES MAY VARY FROM THIS PLAN BASED ON SITE PLAN REVISIONS AND/OR ACTUAL FIELD CONDITIONS.
- 4. SEED AREAS PER PLAN AT THE METHODS AND 125% THE APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. THE SEED SHALL BE SPREAD ON THE PREPARED SOIL, LIGHTLY RAKED TO ESTABLISH GOOD SOIL CONTACT AFTER SOWING, AND MULCHED WITH A 2 INCH LOOSE LAYER OF CLEAN OAT STRAW OR COMMERCIAL WOOD FIBER PRODUCTS APPLIED BY HAND OR BY HYDROSEEDING ON SLOPES LESS THAN 10%. SEEDED AREAS ON SLOPES ON OR GREATER THAN 10% SHALL BE COVERED WITH A PLASTIC-FREE AND 100% BIODEGRADABLE (INCLUDING ANCHOR STAPLES) EROSION CONTROL BLANKET. A NURSE CROP OF PERENNIAL RYE GRASS AT THE RATE OF 40 LBS./ACRE SHALL BE ADDED TO THE SEED MIX ON SLOPES OF EXCESS OF 10% AND AS SPECIFIED. SEED MIX SUBSTITUTIONS SHALL BE EQUIVALENT TO THAT SPECIFIED AND APPROVED BY THE PROJECT LANDSCAPE ARCHITECT PRIOR TO USE. UNLESS OTHERWISE SPECIFIED, MAINTAIN SEEDED AREAS AS RECOMMENDED BY THE MANUFACTURER. EXCEPT FOR LAWN AREAS, DO NOT FERTILIZE AREAS TO BE SEEDED UNLESS SPECIFIED BY THE MANUFACTURER. SEED AREAS AS PER THE FOLLOWING SCHEDULE:
- A. SEPTIC FIELD AREA AND STEEP SLOPES:
 SEED THIS AREA WITH "NATIVE STEEP SLOPE MIX WITH ANNULA RYE GRASS" (#ERN#181) ERNST SEED. (413-548-8000).
- B. LAWN:

0 10' 20'

GRAPHIC SCALE

- SEED DISTURBED LAWN AREAS WITH A HIGH QUALITY SUN AND SHADE TURF SEED MIXTURE CONSISTING OF BLUEGRASS, FESCUE, AND PERENNIAL RYEGRASS AT THE MANUFACTURER'S RECOMMENDED SEEDING RATE. SEED AND FERTILIZE AT THE RATE, AND MAINTAIN, AS RECOMMENDED BY THE MANUFACTURER.
- C. SHADY LAWN AREAS:
- SHADY LAWN AREAS:
 SEED SHADY LAWN AREAS WITH "SMART SEED DENSE SHADE MIX" BY PENNINGTON SEED INC. OR APPROVED EQUIVALENT.
 APPLY SOIL AMENDMENTS AS RECOMMENDED BY THE MANUFACTURER.
- 5. IF SPECIFIED SEEDING CAN NOT OCCUR DUE TO SEASONAL AND WEATHER CONDITIONS, TEMPORARY SEED DISTURBED UPLAND AREAS WITH A MIXTURE OF ANNUAL RYE AT 20 LBS./ACRE, PERENNIAL RYE AT 20 LBS./ACRE, AND REDTOP AT 2 LBS./ACRE AND DISTURBED WETLAND AREAS WITH ANNUAL RYE AT THE RATE OF 30 LBS./ACRE. MULCHING, WITHOUT SEEDING, MAY BE USED DURING THE NON-GROWING SEASON IN ACCORDANCE WITH THE THE "CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL (2002)".
- 6. THE SEED SHALL BE SPREAD ON PREPARED SOIL, RAKED LIGHTLY TO ESTABLISH GOOD SOIL CONTACT, AND MULCHED WITH A 2 INCH LOOSE LAYER OF CLEAN OAT STRAW OR COMMERCIAL WOOD FIBER PRODUCTS APPLIED BY HAND OR BY HYDROSEEDING ON SLOPES LESS THAN 10%. SEEDED AREAS THAT ARE ON SLOPES ON OR GREATER THAN 10% SHALL BE COVERED WITH AN EROSION CONTROL BLANKET (INCLUDING ANCHOR STAPLES) THAT IS PLASTIC-FREE AND 100% BIODEGRADABLE OR PHOTODEGRADABLE WITHIN TWO YEARS.
- 7. SPRAY NEW PLANTINGS IMMEDIATELY AFTER INSTALLATION WITH A WHITE-TAILED DEER REPELLENT AND CONTINUE AS NEEDED TO MAINTAIN PLANTS FREE OF SIGNIFICANT DEER BROWSING. PROTECT TRUNKS OF NEWLY PLANTED TREE FROM DEER RUBBING.
- 8. PLANT SPECIES SUBSTITUTIONS MAY BE MADE WITH THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT PRIOR TO PLANTING. SUBSTITUTED PLANTS SHALL BE AT AN EQUAL OR GREATER SIZE AS NOTED USING A SIMILAR TYPE PLANT.
- 9. MULCH AREAS AROUND NEW TREES AND SHRUBS WITH A 3" THICK LAYER OF SHREDDED CEDAR BARK MULCH. NEW TREES SHALL EACH HAVE A 5' MIN. DIA. MULCHED BED AND NEW SHRUBS SHALL EACH HAVE A MINIMUM 3' DIAMETER MULCHED BED. AREAS WITHIN 4" OF TREE TRUNKS SHALL BE MAINTAINED FREE OF MULCH.
- 10. PLANTING METHODS SHALL BE IN ACCORDANCE WITH THE "AMERICAN STANDARDS FOR NURSERY STOCK", LATEST EDITION, AS PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
- 11. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITIES OF PLANTS IN THE "PLANT LIST" AND THE ACTUAL QUANTITIES SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
- 12. THIS PLAN FOR PLANTING PURPOSES ONLY. SEE PLANS BY OTHERS FOR ADDITIONAL INFORMATION.

REVISIONS:

DRAWING TITLE:

WETLAND PLANTING PLAN

PROJECT:

ROETHE LLC, BASIL ZAHARIA
38 HIGH NOON ROAD
WESTON, CONNECTICUT

SEAL

DATE:
JULY 15, 2024

SCALE:

1"=20'
DRAWING TITLE:

WETLAND PLANTING PLAN

PROJECT:

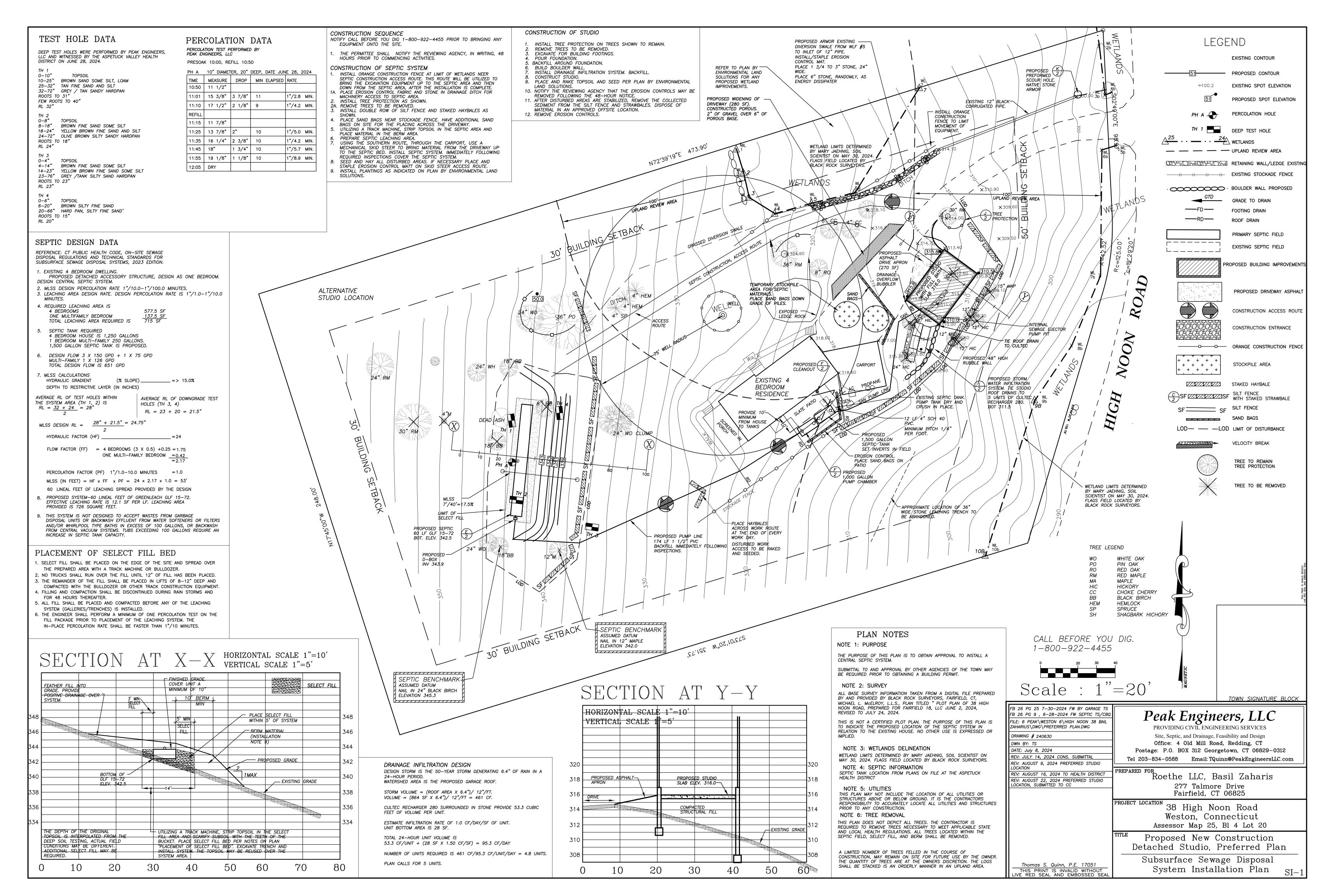
ROETHE LLC, BASIL ZAHARIA
38 HIGH NOON ROAD
WESTON, CONNECTICUT

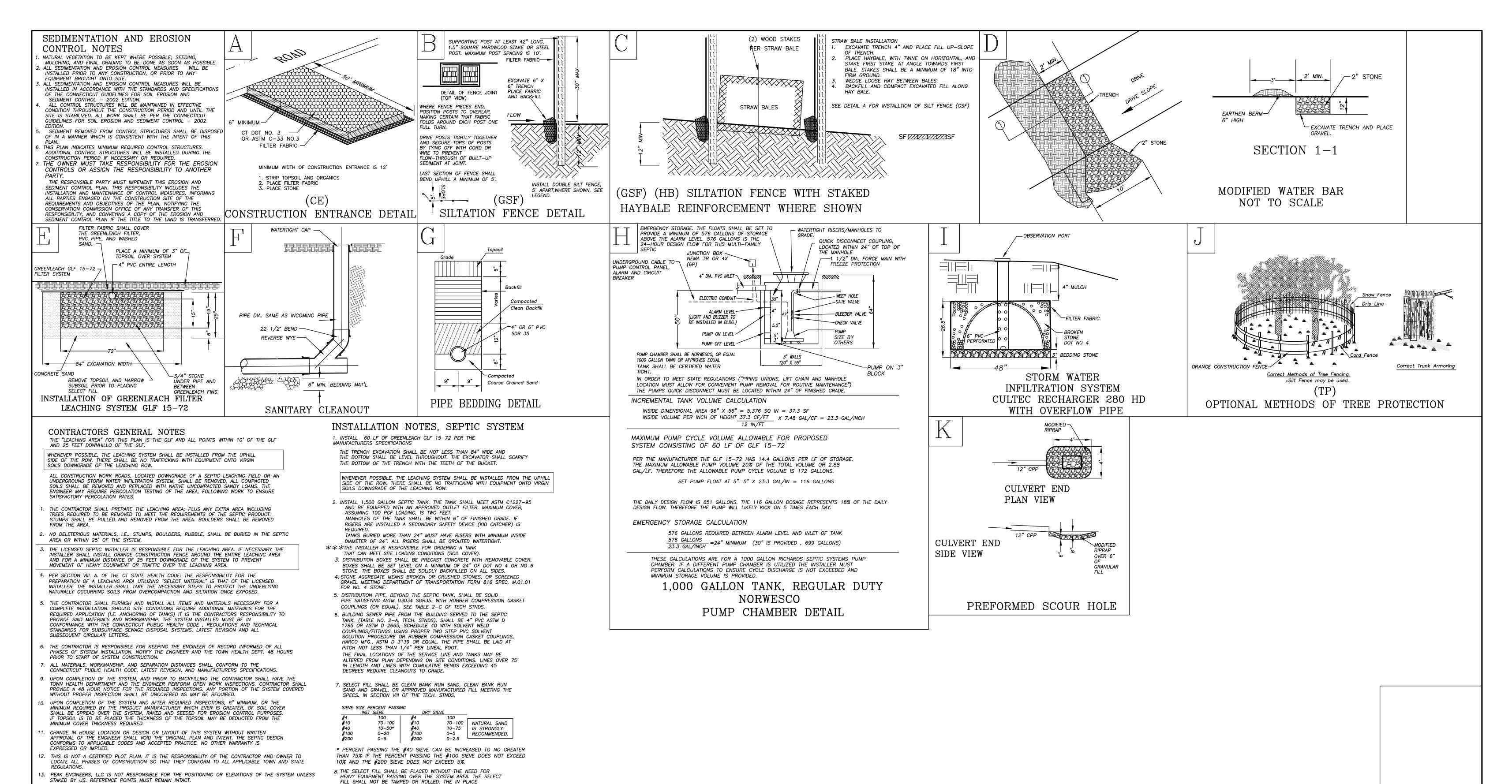
DATE:
JULY 15, 2024

SCALE:

1"=20'
DRAWING NO:

P-1





PERCOLATION RATE SHALL BE BETTER THAN 1" IN 10 MINUTES.

ALL RISERS AND LIDS SHALL BE GROUTED WATERTIGHT.

THAT CAN MEET SITE LOADING CONDITIONS (SOIL COVER).

11. THE PUMP LINE SHALL BE PVC PLASTIC RIGID PRESSURE PIPE ASTM

D1785/ASTM D2665, SCH. 40. JOINTS SHALL BE SOLVENT WELDED, THREADED JOINTS OR GASKETED COUPLINGS. THE PIPE SHALL BE BURIED A MINIMUM OF 42" (FROST PROTECTION) AND BE SURROUNDED BY

IF 42" OF COVER CAN NOT BE PROVIDED THE DEPTH OF COVER MAY BE

REDUCED TO 18" IF THE PUMP LINE IS INSTALLED TO DRAIN COMPLETELY

EMPTY . THE PUMP MANUFACTURER MUST APPROVE INSTALLATION OF PUMP

10. INSTALL 1,000 GALLON PRECAST CONCRETE PUMP CHAMBER.

*** THE INSTALLER IS RESPONSIBLE FOR ORDERING A TANK

WITHOUT A CHECK VALVE.

9. BERM MATERIAL SHALL BE NATIVE SOIL OR CLEAN COMMON FILL FREE OF ORGANIC MATTER, TOPSOIL, STUMPS AND BOULDERS 6" OR GREATER IN SIZE.

THE PUMP CHAMBER SHALL BE WATERPROOFED ON THE OUTSIDE WITH EPOXY.
 DELIVERY SLIP IS REQUIRED AT TIME OF ASBUILT WITH THE TOWN AND ENGINEER
 THE TANK SHALL MEET ASTM SPEC C-1227-95.

MANHOLES OF THE PUMP CHAMBER SHALL BE SET AT OR ABOVE GRADE.

14. PRIOR TO ANY EXCAVATIONS THE CONTRACTOR SHALL BE REQUIRED TO CONTACT "CALL BEFORE YOU

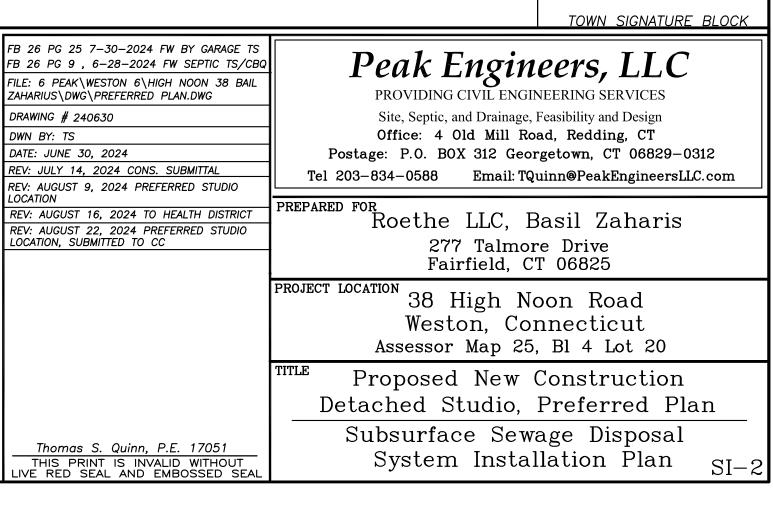
15. THE HOMEOWNER SHALL OBTAIN ANY REQUIRED PERMITS (HEALTH, BUILDING, WETLAND OR OTHER)

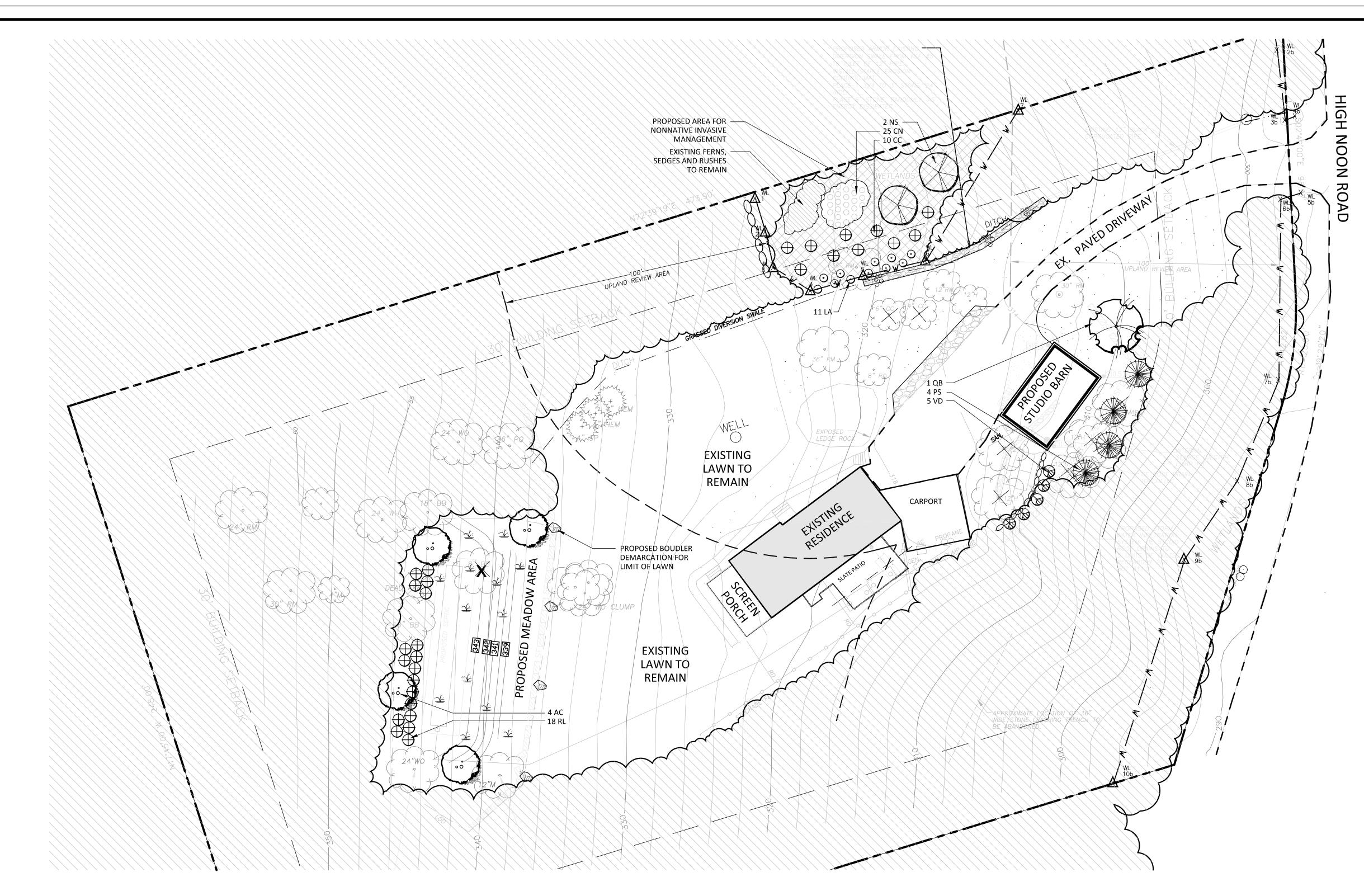
16. WASTES FROM CELLAR, FOOTING, AREA, OR ROOF DRAINS SHALL BE KEPT OUT OF THE SEPTIC

SYSTEM AREA. IF POSSIBLE DRAINS SHALL DISCHARGE A MINIMUM OF 25' DOWNGRADE OF THE SEPTIC LEACHING AREA. SPRINKLER SYSTEMS SHALL NOT BE INSTALLED IN THE LEACHING AREA.

DIG, INC." AT 1-800-922-4455, TO MARK EXISTING UNDERGROUND UTILITIES.

PRIOR TO COMMENCEMENT OF ACTIVITIES.





PLANT LIST

VD VIBURNUM DENTATUM

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
TREES						
4	AC	AMELANCHIER CANADENSIS	SHAD	5-6' HT.	CONT.	MULTI-STEM
2	NS	NYSSA SYLVATICA	TUPELO			
4	PS	PINUS STROBUS	WHITE PINE	8-9' HT.	B&B	
1	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	1.5-2" CAL.	B&B	
SHRUBS						
19	CC	CALYCARPUS FLORIDUS	CAROLINA ALLSPICE	2-3' HT	CONT.	
11	LA	LUECOTHIE AXILLARIS	LEUCOTHOE	2-3' HT.	CONT	
PERENNIAL & GROUND COVER						
25	CN	OSMUNDA CINNAMONMEA	CINNAMON FERN	1 GAL.	CONT.	
18	GL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	2-3' SPR.	CONT.	
	QTY TREES 4 2 4 1 SHRUB 19 11 PEREN 25	QTY KEY TREES 4 AC 2 NS 4 PS 1 QB SHRUBS 19 CC 11 LA PERENNIAL & G 25 CN	QTY KEY BOTANICAL NAME TREES 4	QTY KEY BOTANICAL NAME TREES 4	QTY KEY BOTANICAL NAME TREES 4 AC AMELANCHIER CANADENSIS 2 NS NYSSA SYLVATICA 4 PS PINUS STROBUS 1 QB QUERCUS BICOLOR SHRUBS 19 CC CALYCARPUS FLORIDUS 11 LA LUECOTHIE AXILLARIS PERENNIAL & GROUND COVER 25 CN OSMUNDA CINNAMONMEA COMMON NAME SHAD 5-6' HT. TUPELO WHITE PINE 8-9' HT. SWAMP WHITE OAK 1.5-2" CAL.	QTY KEY BOTANICAL NAME COMMON NAME SIZE ROOT TREES 4 AC AMELANCHIER CANADENSIS 2 NS NYSSA SYLVATICA TUPELO 4 PS PINUS STROBUS 1 QB QUERCUS BICOLOR SWAMP WHITE PINE 1 QB QUERCUS BICOLOR SWAMP WHITE OAK 1.5-2" CAL. B&B SHRUBS 19 CC CALYCARPUS FLORIDUS 11 LA LUECOTHIE AXILLARIS CAROLINA ALLSPICE 1-3' HT CONT. CONT. PERENNIAL & GROUND COVER 25 CN OSMUNDA CINNAMONMEA CINNAMON FERN 1 GAL. CONT.

ARROWWOOD VIBURNUM

2-3' HT.

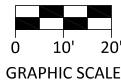
CONT.

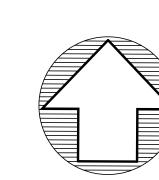
NONNATIVE INVASIVE SPECIES CONTROL NOTES:

- YEAR CONSECUTIVE CONTROL PERIOD. PLANTS SHALL BE HAND PULLED.
- 2. ALL EXPOSED SOILS SHALL BE SEEDED WITH ERNST-137 SEED "SPECIALIZED WETLAND MIX FOR SHADED OBL-FACW AREA." THE LANDSCAPE CONTRACTOR SHALL FOLLOW THE METHODS AND RECOMMENDATIONS BY MANUFACTURER.
- 3. ALL CUT AND PULLED INVASIVE NONNATIVE PLANT MATERIALS SHALL BE DISPOSED APPROPRIATELY AND COMPLY WITH THE 2004 DEEP / UCONN "GUIDELINES FOR DISPOSAL OF TERRESTRIAL INVASIVE PLANTS." ALL CUTTINGS SHALL BE COLLECTED AND PLACED ONSITE ON A PLASTIC TARP (OR ON AN ASPHALT PAVEMENT AREA) AND SUN DRIED UNTIL DEAD. AVOID CUTTINGS FROM BEING IN CONTACT WITH ANY SOIL. DEAD PLANTS SHALL BE BAGGED AND DEPOSITED AT AN INCINERATOR WASTE FACILITY (NOT A COMPOSTING FACILITY).
- 4. START CONTROL OF NONNATIVE INVASIVE PLANT SPECIES AT TIME OF PLANTING ACTIVITIES. CONTROL NONNATIVE **INVASIVE SPECIES AS FOLLOWS:**
- A. STEP #1: PRIOR TO PLANTING PULL OR CUT PLANT DOWN TO GRADE LEVEL BY HAND DURING THE GROWING SEASON. IF FEASIBLE, REMOVE ROOTS BY HAND PULLING.
- B. STEP #2: IF REQUIRED, RECUT LARGER STEMS OF NONNATIVE INVASIVE PLANTS DOWN TO GRADE DURING THE EARLY FALL. IF FEASIBLE, REMOVE ROOTS BY HAND PULLING. IF ROOTS ARE UNABLE TO BE REMOVED AFTER CUTTING, PAINT CUT STEMS WITH AN APPROPRIATE HERBICIDE AT THE RATE AND METHODS RECOMMENDED BY THE MANUFACTURER.

1. REMOVE NONNATIVE INVASIVE PLANTS WITHIN THE WETLAND PLANTING AREA (TARGETED SPECIES INCLUDES JAPANESE STILT GRASS, WINEBERRY, MULTIFLORA ROSE, ASIATIC BITTERSWEET, AND EUONYMUS) FROM WETLAND FOR A TWO (2)

- CARE SHALL BE TAKEN TO AVOID HERBICIDE CONTACT WITH NATIVE OR OTHER DESIRABLE VEGETATION.
- C. STEP #3: CHECK CONTROL AREA MONTHLY DURING THE GROWING SEASON. HAND REMOVE NEW GROWTH OF NONNATIVE PLANTS IN CONTROL AREA.





PROJECT NORTH

— — — — 100' UPLAND REVIEW AREA ---- 62 --- Existing contour EXISTING WOODED AREA EX. WALL TREE TO REMAIN NEW SMALL FLOWERING TREE Ø⊕ **⊗** NEW SHRUB NEW / EX. LAWN **GENERAL NOTES:** AUTOCADD PLAN FROM PEAK ENGINEERS.

PROPERTY LINE

- 1. EXISTING AND PROPOSED SITE INFORMATION TAKEN FROM A DIGITAL
- 2. CONTACT "CALL BEFORE YOU DIG" AT 1-800-922-4455 TO HAVE UNDERGROUND UTILITY LINES MARKED BY THEM PRIOR TO START OF ANY EXCAVATION WORK.

PLANTING NOTES:

LEGEND

- 1. SITE PLAN INFORMATION TAKEN FROM AN AUTOCADD FILE SUPPLIED BY PEAK ENGINEERS, LLC, ENTITLED "PROPOSED NEW CONSTRUCTION", DATED 7-30-24, SHEET S-1.
- 2. EXACT LOCATION OF PROPOSED PLANTINGS AND SPECIES TYPES MAY VARY FROM THIS PLAN BASED ON SITE PLAN REVISIONS, ACTUAL FIELD CONDITIONS AND PLANT AVAILABILITY.
- SEED AREAS PER PLAN AT THE METHODS AND 125% THE APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. THE SEED SHALL BE SPREAD ON THE PREPARED SOIL, LIGHTLY RAKED TO ESTABLISH GOOD SOIL CONTACT AFTER SOWING, AND MULCHED WITH A 2 INCH LOOSE LAYER OF CLEAN OAT STRAW OR COMMERCIAL WOOD FIBER PRODUCTS APPLIED BY HAND OR BY HYDROSEEDING ON SLOPES LESS THAN 10 PERENNIAL RYE GRASS AT THE RATE OF 40 LBS./ACRE SHALL BE ADDED TO THE SEED MIX ON SLOPES OF EXCESS OF 10% AND AS SPECIFIED. SEED MIX SUBSTITUTIONS SHALL BE EQUIVALENT TO THAT SPECIFIED AND APPROVED BY THE PROJECT LANDSCAPE ARCHITECT PRIOR TO USE. UNLESS OTHERWISE SPECIFIED, MAINTAIN SEEDED AREAS AS RECOMMENDED BY THE MANUFACTURER. EXCEPT FOR LAWN AREAS, DO NOT FERTILIZE AREAS TO BE SEEDED UNLESS SPECIFIED BY THE MANUFACTURER. SEED AREAS AS PER THE FOLLOWING SCHEDULE:
- A. SEPTIC FIELD AREA AND STEEP SLOPES: SEED THIS AREA WITH "NATIVE STEEP SLOPE MIX WITH ANNUAL RYE GRASS" (#ERN#181) ERNST SEED. (413-548-8000).
- SEED DISTURBED LAWN AREAS WITH A HIGH QUALITY SUN AND SHADE TURF SEED MIXTURE CONSISTING OF BLUEGRASS, FESCUE, AND PERENNIAL RYEGRASS AT THE MANUFACTURER'S RECOMMENDED SEEDING RATE. SEED AND FERTILIZE AT THE RATE, AND MAINTAIN, AS RECOMMENDED BY THE MANUFACTURER.
- C. SHADY LAWN AREAS: SEED SHADY LAWN AREAS WITH "SMART SEED DENSE SHADE MIX" BY PENNINGTON SEED INC. OR APPROVED EQUIVALENT. APPLY SOIL AMENDMENTS AS RECOMMENDED BY THE MANUFACTURER.
- 4. IF SPECIFIED SEEDING CAN NOT OCCUR DUE TO SEASONAL AND WEATHER CONDITIONS, TEMPORARY SEED DISTURBED UPLAND AREAS WITH A MIXTURE OF ANNUAL RYE AT 20 LBS./ACRE, PERENNIAL RYE AT 20 LBS./ACRE, AND REDTOP AT 2 LBS./ACRE AND DISTURBED WETLAND AREAS WITH ANNUAL RYE AT THE RATE OF 30 LBS./ACRE. MULCHING, WITHOUT SEEDING, MAY BE USED DURING THE NON-GROWING SEASON IN ACCORDANCE WITH THE THE "CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL
- 5. SPRAY NEW PLANTINGS IMMEDIATELY AFTER INSTALLATION WITH A WHITE-TAILED DEER REPELLENT AND CONTINUE AS NEEDED TO MAINTAIN PLANTS FREE OF SIGNIFICANT DEER BROWSING. PROTECT TRUNKS OF NEWLY PLANTED TREE FROM DEER RUBBING.
- 6. PLANT SPECIES SUBSTITUTIONS MAY BE MADE WITH THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT PRIOR TO PLANTING. SUBSTITUTED PLANTS SHALL BE AT AN EQUAL OR GREATER SIZE AS NOTED USING A SIMILAR TYPE PLANT.
- 7. MULCH AREAS AROUND NEW TREES AND SHRUBS WITH A 3" THICK LAYER OF SHREDDED CEDAR BARK MULCH. NEW TREES SHALL EACH HAVE A 5' MIN. DIA. MULCHED BED AND NEW SHRUBS SHALL EACH HAVE A MINIMUM 3' DIAMETER MULCHED BED. AREAS WITHIN 4" OF TREE TRUNKS SHALL BE MAINTAINED FREE OF MULCH.
- 8. PLANTING METHODS SHALL BE IN ACCORDANCE WITH THE "AMERICAN STANDARDS FOR NURSERY STOCK", LATEST EDITION, AS PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
- 9. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITIES OF PLANTS IN THE "PLANT LIST" AND THE ACTUAL QUANTITIES SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
- 10. THIS PLAN FOR PLANTING PURPOSES ONLY. SEE PLANS BY OTHERS FOR ADDITIONAL INFORMATION.

EVISIO	ONS:		DRAWING TITLE:		
			WETLAND PLAN	TING PLAN	
			PROJECT:		
			\rceil ROETHE LLC, BA	ASIL ZAHARIA	
2	8-22-24	ADD NOTED FOR NONNATIVE PLANT CONTROLS	38 HIGH NOON ROAD WESTON, CONNECTICUT		
1	8-9-24	UPDATED TO PREFERRED BARN LOCATION			
\$ □	LANDSCAPE &	ENVIRONMENTAL LAND SOLUTIONS, LLC	SEAL	DATE: JULY 15, 2024	
ONMENTA		Landscape Architecture and Environmental Planning 8 KNIGHT STREET, SUITE 203	X THE STATE OF THE	SCALE: 1"=20'	
RON		NORWALK, CONNECTICUT 06851		DRAWING NO.:	
> N∃ SPN >	ELS	Tel: (203) 855-7879 Fax: (203) 855-7836 info@elsllc.net www.elsllc.net		P-1	

ITEM REQUIRED EXISTING PROPOSED

ZONE R2 R2 R2

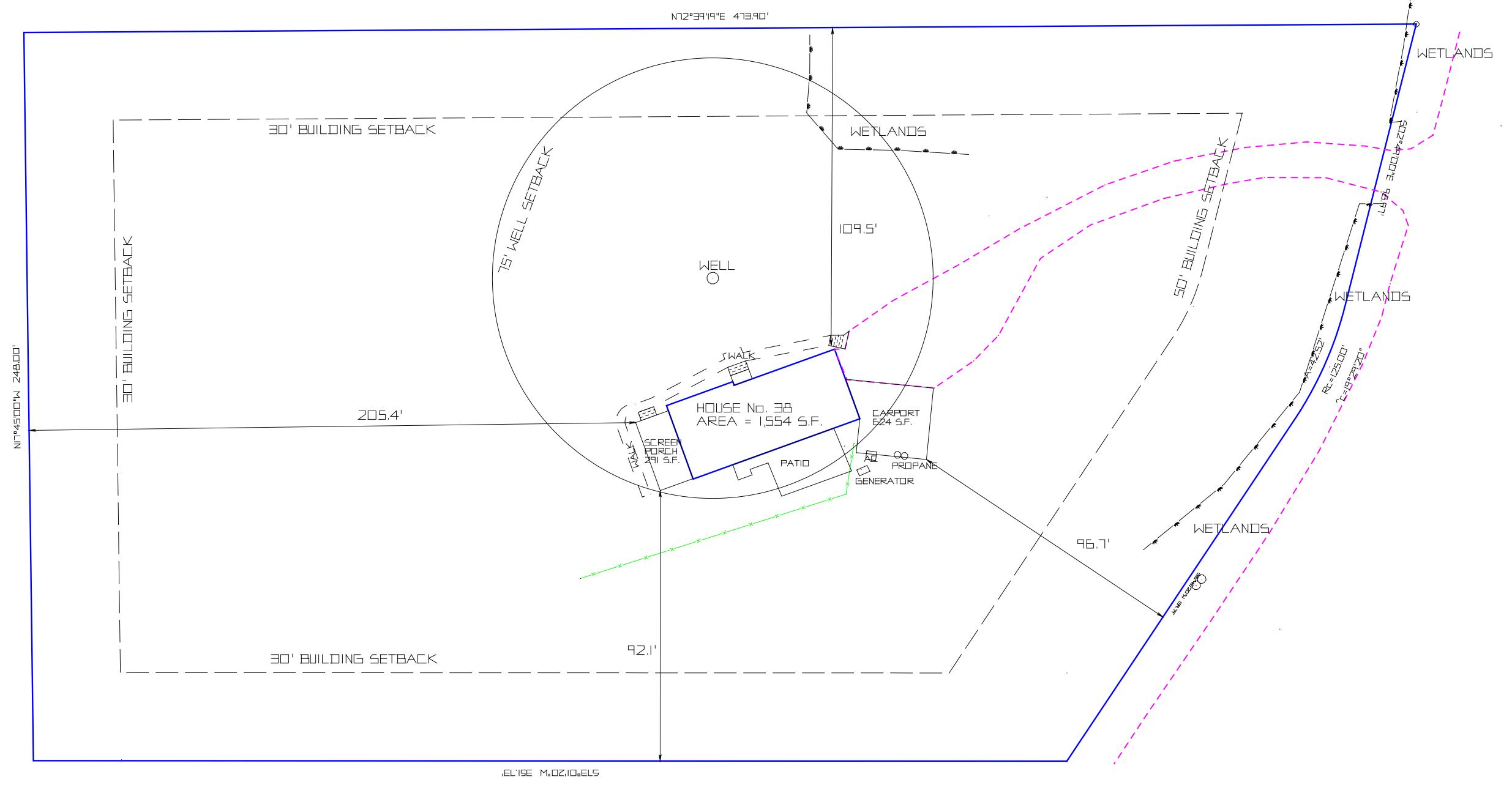
FRONT SO' 96.7'

SIDE 30' 92.1'

REAR 30' 205.4'

BUILDING COVERAGE IS% 2.33%

AREA 2 ACRE 2.4362 AC



DEPENDENT RESURVEY

THIS SURVEY WAS PREPARED FOR A SPECIFIC PURPOSE. ANY USE OTHER THAN THAT WHICH WAS ORIGINALLY INTENDED IS A MISUSE OF THIS INFORMATION AND RENDERS THE PREPARERS DECLARATION NULL & VOID.

UNDERGROUND IMPROVEMENTS OR UNDERGROUND ENCROACHMENTS IF ANY ARE NOT SHOWN.

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY, WHICH BEARS THE SURVEYORS STAMP OR SEAL, RENDERS ANY DECLARATION SHOWN HEREON NULL AND VOID.

THE SURVEY AND DECLARATION SHOWN HEREON IS NULL AND VOID WITHOUT THE LICENSED SURVEYORS ORIGINAL STAMP OR EMBOSSED SEAL.

THIS MAP DOES NOT CONSTITUTE EITHER A SUBDIVISION OR A RESUBDIVISION UNDER THE TERMS OF SECTION 8-18 OF THE CONNECTICUT GENERAL STATUES, AS AMENDED.

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT
THIS SURVEY AND MAP WERE PREPARED IN ACCORDANCE WITH THE
STANDARDS OF ACCURACY OF A CLASS A-2 SURVEY AS DEFINED IN THE
CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS
ADOPTED JUNE 21, 1996 AS AMENDED BY THE CONNECTICUT ASSOCIATION
OF LAND SURVEYORS, INCORPORATED.

SCALE 1"=20'
0 20 40

PLOT PLAN

OF

36 HIGH NOON ROAD

PREPARED FOR

ROETHE LLC

JUNE 2, 2024 SCALE: I" = 20'

WESTON, CONNECTICUT

BLACK ROCK SURVEYORS

IDA9 CHURCH HILL ROAD

FAIRFIELD, CONNECTICUT

(203) 311-0003

MICHAEL L. MCELROY, L.L.S. No. 17250