

Richard H. Hubli
36 Rock House Road
Wilton, Connecticut 06897
(203) 705-8069

September 23, 2025

Mr. Rafael Marin
Nova Development, LLC
887 Federal Road, #12
Brookfield, Connecticut 06804

RE: Hubli to Nova Development, LLC
98 Georgetown Road
Weston, Connecticut 06883

RECEIVED
OCT 09 2025
TOWN OF WESTON
CONSERVATION COMMISSION

Dear Mr. Marin:

I am writing to confirm that, by this letter, I hereby assign to you and to Nova Development, LLC, all right, title and interest that I may have in and to any application, permit, and/or approval to or from the Town of Weston, including any of its departments, districts and/or agencies, in connection with the above-referenced property and/or the potential development thereof (the "Assigned Matters"). Such Assigned Matters, include, but are not limited to:

1. Inland Wetlands Permit issued by the Conservation Commission (#CC 22-02) on March 24, 2002, which expires on March 24, 2027;
2. Zoning Permit for site development and construction of a single-family dwelling with related site work issued August 18, 2022, the expiration date of which has been extended to August 7, 2026;
3. Soil Disturbance Permit for the disturbance of 34,000 square feet of soil and the removal of 1,000 cubic yards of same from the site, issued on October 27, 2022, which expires on August 7, 2026; and
4. Application To Construct, Alter or Repair a Sewage Disposal System, which was approved by the Aspetuck Health District on April 2, 2025.

The assignment of all such rights shall be effective upon the next business day following the closing of the sale of the above-referenced property.

I enclose for your reference copies of letters dated December 9, 2024, and March 5, 2025, from Richelle Hodza, Land Use Director of the Town of Weston, which set forth

relevant information, regulations and processes to guide you in the completion of the transfer, assignment and/or assumption of the Assigned Matters.

Very truly yours,



Richard H. Hubli

Enclosures

RECEIVED



THE FAIRFIELD COUNTY BAR ASSOCIATION
RESIDENTIAL REAL ESTATE SALES AGREEMENT
(Revised July 14, 2015)

THIS AGREEMENT made as of the 22nd day of **September**, 2025 BETWEEN Richard H. Hubli of 36 Rock House Road, Wilton, Connecticut 06897 (hereinafter referred to as the SELLER, whether one or more), AND Nova Development, LLC, by Rafael Marin, Its Member, of 46 Payne Road, Bethel, Connecticut 06801 (hereinafter referred to as the BUYER or PURCHASER, whether one or more).

WITNESSETH:

1. **PROPERTY.** The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase the real property commonly known as **98 Georgetown Road, Weston, Connecticut** and specifically described in Schedule A attached hereto (the "Premises") subject only to the encumbrances and exceptions to title set forth or referred to in Paragraph 10(e) and Schedule A (legal description and exceptions, if any) attached hereto.

2. **CONSIDERATION.** The purchase price is **THREE HUNDRED SIXTY FIVE THOUSAND & 00/100 DOLLARS (\$365,000.00)**, which the BUYER agrees to pay as follows:

- a. As a part of the Deposit heretofore paid, receipt of which is acknowledged, subject to collection. If a Deposit or any portion thereof is paid to a broker or other party, BUYER directs that the Deposit shall be sent immediately to SELLER's attorney (the "Escrow Agent") for handling per Paragraph 3, below; \$ 0.00
- b. Upon the signing of this Agreement, payable to the SELLER's attorney as Trustee or Escrow Agent as provided herein, receipt of which is acknowledged, subject to collection (the "Deposit"); \$ 15,000.00
- c. Upon delivery of the deed, by wire or by official cashier's or bank check drawn by and upon a federally-regulated or Connecticut state-chartered bank, or a bank that is a member of the New York Clearing House, the proceeds of which are immediately available. \$ 350,000.00

TOTAL: \$ 365,000.00

3. **ESCROW.** SELLER's attorney (the "Escrow Agent") shall hold the Deposit of Paragraph 2(b) above, in escrow in an IOLTA account until closing of title or sooner termination of this Agreement in accordance with its terms, and shall pay over or apply the Deposit in accordance with the terms of this paragraph. The Escrow Agent shall hold the Deposit in an attorney's IOLTA account for the benefit of the parties. At the closing of title as contemplated hereunder, the Deposit shall be paid by the Escrow Agent to or as directed by the SELLER. If for any reason the closing does not occur and either party gives notice to the Escrow Agent pursuant to Paragraph 32 demanding payment of the Deposit, then the Escrow Agent shall give prompt notice of such demand to the other party. If the Escrow Agent does not receive from such other party notice of an objection to the proposed payment within seven (7) business days after giving such notice, the Escrow Agent is hereby authorized and directed to make such payment in accordance with the notice. If the Escrow Agent receives such notice of objection within said seven (7) business day period, or if for any other reason the Escrow Agent in good faith shall elect not to make such payment, then the Escrow Agent may continue to hold such amount until otherwise directed by notice from the parties to this Agreement or a final, non-appealable judgment, order or decree of a Court of competent jurisdiction. However, the Escrow Agent shall have the right at any time to deposit the Deposit and the interest thereon, if any, with a court of competent jurisdiction where the Premises is located and shall give notice of such deposit to SELLER and BUYER. Upon such deposit or other disbursement in accordance with the terms of this Paragraph 3, the Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience and that the Escrow Agent shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith, on account of gross negligence, or in willful disregard of this Agreement on the part of the Escrow Agent. SELLER and BUYER agree, jointly and severally (with right of contribution) to defend (f

counsel selected by the Escrow Agent), indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses (including reasonable attorney's fees) incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to acts or omissions taken or suffered by the Escrow Agent in bad faith, on account of gross negligence, or in willful disregard of this Agreement on the part of the Escrow Agent. In the event the Deposit is deposited with a court of competent jurisdiction pursuant to the terms herein, the parties to this Agreement hereby authorize the Escrow Agent to deduct the reasonable costs and attorney's fees associated with an action of interpleader.

The Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

The Escrow Agent acknowledges receipt of the Deposit by check or wire, subject to collection and the Escrow Agent's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this Agreement.

Escrow Agent or any member of its firm shall be permitted to act as counsel for SELLER in any dispute as to the disbursement of the Deposit or any other dispute between the parties whether or not the Escrow Agent is in possession of the Deposit and/or continues to act as the Escrow Agent. The parties waive claim to a conflict regarding this paragraph.

Escrow Agent shall have no liability for any loss of the Deposit occurring on account of FDIC limits for sums insured on deposit.

It is specifically understood and agreed that at closing, BUYER shall tender to SELLER official, cashier's or bank checks drawn on a federally-regulated or Connecticut state-chartered bank, or a bank that is a member of the New York Clearing House, the proceeds of which are immediately available, or wired funds. All checks shall be made payable to SELLER's attorney as trustee for SELLER, unless otherwise directed in writing by SELLER or SELLER's counsel for the balance of the purchase price due at closing as set forth in this Agreement less the amounts of all mortgage payoffs. Additionally, BUYER's attorney shall tender separate bank or treasurer's check(s) to SELLER for payoff of SELLER's mortgage obligations.

On or before ten calendar days (10) before closing, SELLER shall provide BUYER's attorney with written directions for each mortgage payoff stating the name of payee and the total amount of payoff together with a copy of the associated payoff statement(s). SELLER shall calculate the total payoff amount (including applicable per diems, late charges, etc.) that shall be in an amount sufficient to pay the mortgage in full. SELLER shall be responsible for preparing the mortgage payoff package(s) and transmittal(s). Immediately after closing, SELLER's attorney shall wire or hand deliver or send via overnight carrier the payoff funds and package to the SELLER's lender(s).

4. FIXTURES.

a. Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them were located on the Premises at the time of BUYER's inspection: heating, cooling, electrical and plumbing systems and fixtures, electric light fixtures, installed wall to wall carpeting, security system, stove, storm windows and doors, screens and screen doors, window shades, venetian blinds, curtain rods, awnings, any affixed satellite dish(es), weathervanes, mail box(es), all pool equipment, garage door openers with remotes, and existing plants and shrubbery, together with:

(None)

b. Specifically excluded from the sale are:

(None)

c. Except as otherwise set forth herein, if any fixtures are leased, SELLER shall provide the name and contact information of the lessor as soon as possible, but not later than two (2) business days before the closing of title. The following fixtures are leased:

(None)

5. **MORTGAGE CONTINGENCY.** This Agreement is **not** contingent upon BUYER obtaining a **mortgage**.
6. **MUNICIPAL CONTINGENCY and TITLE CONTINGENCY**
 - a. BUYER's obligations are contingent upon a BUYER obtaining **a title search indicating that title is marketable in accordance with the provisions of Section 10 of this Agreement, and a municipal search indicating that Seller has obtained the following approvals consistent with the construction of a 5 bedroom home of at least 4,500 square feet: septic, inland wetlands, zoning and soil disturbance. The title and municipal searches are to be completed no later than 6:00 p.m. on September 12, 2025 ("Title and Municipal Date"). In the event that title is not marketable in accordance with the provisions of Section 10 of this Agreement, or the municipal search indicates that Seller has not obtained the approvals referred to above consistent with the construction of a 5 bedroom home of at least 4,500 square feet,** BUYER shall have the right to terminate this Agreement by giving written notice as provided in Paragraph 32 of such termination on or prior to the Title and Municipal Date. Upon receipt of such notice, SELLER shall return all Deposit monies as soon as practicable as paid hereunder except for the sum of Four Hundred Fifty (\$450.00) Dollars towards the cost of preparation of this Agreement and, upon delivery of such funds, this Agreement shall terminate. **TIME SHALL BE OF THE ESSENCE FOR THE PERFORMANCE OF BUYER'S OBLIGATIONS AS TO THE TITLE AND MUNICIPAL DATE AND ALL OTHER DATES IN THIS AGREEMENT.**
 - b. **INTENTIONALLY OMITTED.**
 - c. **INTENTIONALLY OMITTED.**
 - d. Nothing in this Paragraph 6 shall limit the parties' remedies as otherwise provided in this Agreement.
7. **CONDITION OF PREMISES [THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES].** The BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in the condition that the Premises were disclosed to be or were in as of the date of BUYER's initial home inspection or, if no inspection, on the date of this Agreement, in an "as is" and "where is" condition, reasonable wear and tear excepted. Neither SELLER nor SELLER's agents have made any representations or warranties as to the Premises on which BUYER has relied other than as expressly set forth in this Agreement.
8. **DEED.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the usual Connecticut full covenant

Warranty Deed (or appropriate Fiduciary's Deed) in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as hereinafter provided. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.

9. **CLOSING.** The deed shall be delivered at the offices of Slutsky, McMorris & Meehan, LLP, 396 Danbury Road, Wilton, Connecticut, or at such place in Fairfield County, Connecticut as may be designated by BUYER's lending institution, on the **23rd** day of **September, 2025**, at 10:00 a.m. or sooner by mutual agreement of the parties hereto (the "Closing Date"). **TIME SHALL BE OF THE ESSENCE FOR THE PERFORMANCE OF BUYER'S OBLIGATIONS AS TO THE CLOSING DATE AND ALL OTHER DATES IN THIS AGREEMENT.**

10. **TITLE.**

- a. If, upon the date for the delivery of the deed, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying marketable title to the Premises as hereinafter provided, subject only to the items set forth in Schedule A and Paragraph 10(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing, not to exceed thirty (30) calendar days, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a marketable title to said Premises, subject as aforesaid, the BUYER (i) may elect to accept such title as the SELLER can convey, without modification of the purchase price, or (ii) may reject such title. Upon such rejection, all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an A.L.T.A. Homeowner's Policy (or the equivalent thereof) based on the amount of the contract purchase price shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. SELLER shall be entitled to require BUYER to provide reasonable proof of payment of said expenses.
- b. The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 10(e) hereof, and the marketability thereof shall be determined in accordance with the Connecticut General Statutes and the Connecticut Standards of Title of the Connecticut Bar Association from time to time in effect. Any and all defects in or encumbrances against the title which are not deemed to impair marketability under the Connecticut General Statutes and the Connecticut Standards of Title of the Connecticut Bar Association, shall not constitute valid objections on the part of the BUYER, provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Statutes or Connecticut Standards of Title. The title must be insured at standard premiums by BUYER's title insurance company.
- c. The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any enforceable restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the Closing Date as set forth in Paragraph 9, the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.
- d. Notwithstanding anything to the contrary contained in this Agreement, in the event the SELLER after due diligence cannot obtain a release for any existing mortgage on the Premises at the time of the closing of title from the holder of said mortgage, or any assignee thereof, either because said holder will not release the mortgage without first receiving payment or because the holder has delayed in sending the attorney for the SELLER the release of mortgage, then BUYER and SELLER agree to close title notwithstanding the absence

of the release of mortgage, provided the attorney for the SELLER furnishes the attorney for the BUYER, at the closing, with (a) a written payoff statement and a copy of the payoff check or wire form evidencing that payment of the unreleased mortgage is to be made in full at the time of the closing and (b) a fully-executed undertaking and indemnity to make said payment in the form annexed hereto, and further provided that a title insurance company reasonably satisfactory to the BUYER will issue a fee policy at no additional premium which takes no exception for said mortgage or mortgages or which provides affirmative coverage against loss or damage by reason of said unreleased mortgage or mortgages. SELLER shall exercise due diligence to obtain any such release or releases and will upon receipt thereof immediately record the same and forward a copy or copies thereof to BUYER's attorney with recording information. If SELLER has not obtained such release within sixty (60) calendar days after closing, SELLER shall give to BUYER's attorney an affidavit provided for in Connecticut General Statutes Section 49-8(a), as amended, together with the necessary recording fee. This provision shall survive the closing.

e. The Premises will be conveyed to and accepted by the BUYER subject to:

- i. Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or laws, provided the Premises are not in violation of same at the time of closing.
- ii. Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the Closing Date; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.
- iii. Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable as determined under Paragraph 10(b) hereof (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).
- iv. Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.
- v. Unless otherwise specifically agreed between the parties in writing, any municipal assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.
- vi. Such encumbrances as shown on Schedule A, if any.

11. LIEN. All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 10 Paragraph 14 and Paragraph 20 hereof, are hereby made liens on the Premises. ~~The parties shall execute a Notice of Contract, if requested by one of the parties to this Agreement, pursuant to C.G.S. 49-92a.~~ **SUCH LIEN SHALL TERMINATE ON THE TITLE AND MUNICIPAL DATE, AT WHICH TIME THE DEPOSIT REFERRED TO IN PARAGRAPH 2 SHALL BE RELEASED UNCONDITIONALLY AND IRREVOCABLY TO THE SELLER, UNLESS THE TITLE AND/OR MUNICIPAL SEARCH CONDITONS SET FORTH IN PARAGRAPH 6(a) HAVE NOT BEEN SATISFIED.**

12. **BROKER(S).** The parties hereto agree Jennifer Twombly of Compass Connecticut, LLC and Alexandre De Camargo of eXp Realty of CT, LLC are the broker(s) who negotiated the sale of the Premises, and the SELLER agrees to pay the commission for such services pursuant to separate agreement. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no other broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no other broker or agent has any exclusive sale or exclusive agency listing on the Premises. The parties hereto (jointly and severally, if more than one) hereby agree to indemnify and hold each other harmless against any liability by reason of the claim of any other broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such other broker or agent being the procuring cause of this sale on behalf of the BUYER, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, the party having notice of such claim shall promptly notify the party without notice of same who shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

13. **APPORTIONMENT.** Unless otherwise agreed to in a Consumer Finance Protection Bureau ("CFPB") addendum, real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, together with interest thereon, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned based upon a 365 day year and the actual number of days in the month in which the closing occurs. Condominium special assessments due and payable prior to closing shall be SELLER's responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing, not to exceed six (6) months. Apportionment agreed to as a result of CFPB disclosures shall not constitute an "omission" or "error" for the purpose of this Paragraph 13. The provisions of this paragraph shall survive the closing.

14. **RISK OF LOSS.** ~~The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of the deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event that such loss or damage does occur prior to the delivery of the deed, the SELLER shall be allowed a reasonable time thereafter, not to exceed thirty (30) calendar days from such loss or damage, within which to repair or replace such loss or damage to BUYER's reasonable satisfaction. In the event the SELLER does not repair or replace such loss or damage to BUYER's reasonable satisfaction within said time, the BUYER shall have the option:~~

~~a. Of terminating this Agreement, in which event all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an A.L.T.A. Homeowner's Policy (or the equivalent thereof) based on the amount of the purchase price shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. SELLER shall be entitled to require BUYER to provide reasonable proof of payment of said expenses; or~~

~~b. Of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving an assignment of all insurance monies recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale together with the amount of the deductible withheld from payment, less the amount of any monies actually expended by the SELLER on any repairs to said property.~~

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

15. AFFIDAVITS / 1099 REPORTING

a. The SELLER agrees to execute, at the time of closing of title;

1. an affidavit, (i) Verifying the non-existence of mechanics' and materialmen's lien rights, (ii) Verifying the non-existence of any tenants' rights, other than as set forth herein, (iii) Verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, and (iv) Updating to the extent of SELLER's knowledge, any available survey, together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge; and, if true,

ii. Affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code §1445 and, if SELLER is unable to provide an affidavit affirming same, the parties agree to comply with all applicable laws including all relevant provisions under Internal Revenue Code §1445, et. seq., as amended.

b. Unless otherwise provided, the BUYER agrees to execute and file a Form 1099 Report in connection with the Purchase and Sale of Real Estate as may be applicable to the transaction contemplated herein, and the SELLER must provide information relevant thereto.

16. **STATUTORY NOTICES / WAIVER.** The SELLER gives notice to the BUYER as follows;

a. The Commissioner of Environmental Protection must provide the Town Clerk of the town in which the Premises are located with a list of all hazardous waste facilities located within such town and a notice of the list shall be maintained by the town clerk of such town and the town clerk shall post a notice of the list in the area where the land records are kept. Pursuant to Conn. Gen. Stat. §20-327f, the SELLER hereby provides notice to the BUYER of the availability of this list.

b. The SELLER further provides notice to the BUYER that a list of any local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk of the municipality where the Premises are located, and the SELLER has no knowledge of any error, omission, or inaccuracy in such list.

c. **LEAD-BASED PAINT.** By signing this Agreement, BUYER acknowledges that the lead paint contingency granted pursuant to §42 USC 4852d as set forth in the Lead Paint Disclosure report attached to this Agreement has been waived or has been satisfied, and that the BUYER has no further testing period for lead paint.

17. **SMOKE DETECTOR / CARBON MONOXIDE AFFIDAVIT. INTENTIONALLY OMITTED (LAND SALE).**

18. **MAINTENANCE.** ~~The house, grounds and facilities shall be maintained by the SELLER between the date of BUYER's signing hereof and the closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways. In the event there is a pool that has been opened prior to the closing, SELLER shall continue to perform normal maintenance of same.~~ **INTENTIONALLY OMITTED (LAND SALE).**

19. **DELIVERY OF PREMISES.** The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), broom clean, free of all debris, litter and furnishings and shall deliver all keys, garage door openers (if any), and alarm codes (if applicable) in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

20. **LIABILITY FOR DELAYED CLOSING.** In the event of a delay in closing as set forth herein, other than as provided for under the provisions of this Agreement, through no fault of the SELLER, beyond five (5) business days, **and if the SELLER does not elect to declare BUYER in default for failing to comply with the TIME IS OF THE ESSENCE CLAUSE set forth in this Agreement,** then the BUYER will reimburse the SELLER, from the sixth (6th) business day to the actual date of closing, for the SELLER's carrying costs of said property, including taxes, mortgage interest, utilities and per diem interest on SELLER's equity in the Premises, which amount shall be calculated at the rate of 1/30th of 1% of the purchase price for each day of delay from the sixth (6th) business day up to the actual date of closing. Further, in the event of a delay in closing of more than five (5) business days, through no fault of the BUYER, SELLER shall reimburse BUYER for carrying costs for temporary housing, temporary storage of personal property, living expenses and other miscellaneous expenses at the same per diem rate of 1/30th of 1% of the purchase price for each day of delay from the sixth (6th) business day up to the actual date of closing. [For example, the per diem cost of a \$450,000 transaction would be \$150 per day.]

~~Notwithstanding anything else in this Agreement, provided BUYER's mortgage commitment and rate lock do not expire before five (5) business days after the Closing Date, any right of the SELLER to delay closing under this Agreement (including the cure provisions in Paragraphs 10 and 14) shall not extend beyond the expiration date of BUYER's mortgage commitment or rate lock, or such extended date which is available at no cost to BUYER.~~

If the BUYER terminates this Agreement due to SELLER's refusal to close within the timeframe provided above, then BUYER shall receive all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an A.L.T.A. Homeowner's Policy (or the equivalent thereof) based on the amount of the purchase price, which shall be paid to the BUYER without interest thereon.

21. **DEFAULT.** If (a) BUYER is in material default hereunder, or, (b) on or before the Closing Date as set forth herein, BUYER indicates that BUYER is unable or unwilling to perform and, provided SELLER stands ready to perform SELLER's obligations, SELLER's sole and exclusive remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney, pursuant to Paragraph 32, and, **in the event that the Deposit has not already been released to SELLER pursuant to the provisions of Paragraph 11 of this Agreement,** the Escrow Agent and SELLER shall retain the Deposit as reasonable liquidated damages for BUYER's inability or unwillingness to perform. In the event such written notice of termination of this Agreement is given by SELLER, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement, ~~provided neither party objects to same within 5 business days of receipt of notice of termination.~~

It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute BUYER; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance.

In the event closing has not taken place within thirty (30) calendar days following the Closing Date as it may be extended pursuant to the provisions hereof, through no fault of the non-delaying party, the delaying party shall be deemed in default. If SELLER is in material default hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance.

22. **PROPERTY CONDITION DISCLOSURE FORM.** ~~Attached hereto as a Rider is the Property Condition Disclosure Form required by Conn. Gen. Stat. §20-327b. In the event the SELLER has not furnished BUYER with the Property Disclosure Form, if required by §20-327b of the Connecticut General Statutes, with or prior to the BUYER's execution of this Agreement, the SELLER shall give and the BUYER shall receive at closing a credit against the purchase price in the amount of \$500.00.~~ **INTENTIONALLY OMITTED (LAND SALE).**

23. **DELIVERY OF DOCUMENTS.** The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on or within the Premises.
24. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto and receipt by the SELLER's attorney as the escrow agent of the full payment of the Deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney at the address provided in Paragraph 32.

25. **ASSIGNMENT.** This Agreement and BUYER's rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld, conditioned or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.
26. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.
27. **REPRESENTATIONS.** Unless otherwise specified herein, none of the representations made in this Agreement including all attachments shall survive delivery of the deed, and all representations by SELLER are made to the best of SELLER's knowledge and belief and without duty of inquiry. SELLER shall have an affirmative obligation to notify BUYER if any of the representations in this Agreement or in all Attachments are no longer true. Except in the event of an intentional misrepresentation, if BUYER discovers prior to the closing of title any material representation contained in this Agreement including all Attachments to be untrue, the remedy of the parties shall be those available to them in the event of a valid defect in or objection to title, as set forth in Paragraph 10, above. In the event of an intentional misrepresentation, BUYER shall have available all rights in either law or equity.
28. **SELLER'S REPRESENTATIONS REGARDING BANKRUPTCY.** SELLER represents that they are not presently, nor have they been, debtors in a bankruptcy proceeding in which the Bankruptcy Court presently has continuing jurisdiction over their assets. The SELLER further represents that the Premises is not in the hands of a receiver or other liquidating agent. These representations shall survive the closing of title.
29. **EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.
30. **COSTS OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including interest as may be provided by law, from the other party.
31. **GENDER.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.
32. **COUNTERPARTS / FACSIMILE / ELECTRONIC MAIL / NOTICES.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The parties intend that faxed or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or electronic) of all the parties is binding on the parties once sent via facsimile or via electronic mail or delivered to the other party's counsel.

All notices under this Agreement shall be in writing and shall be delivered or sent by email, facsimile transmission, certified mail, or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves. Electronic signatures of the parties and of the attorneys for the parties on this Agreement, notices, or amendments to this Agreement shall be deemed to have the full force and effect of an original signature.

Each party authorizes their attorney as attorney-in-fact to execute all documents as may be required to effectuate the terms and conditions of this Purchase and Sale Agreement, once executed by the parties, including documents that may be reasonably requested and related to BUYER's lender's requirements.

Notices to the SELLER shall be sent to:

Attorney William J. McMorris, Jr.
Slutsky, McMorris & Meehan, LLP
396 Danbury Road, Second Floor
Wilton, Connecticut 06897
Phone: (203) 762-9854
Fax: (203) 762-9884
E-mail: wjmcmlaw@snet.net

Notices to the BUYER shall be sent to:

Attorney Douglas J. Lewis
Evans & Lewis, LLC
93 Greenwood Avenue
Bethel, Connecticut 06801
Phone: (203) 743-7644
Fax: 203-797-9921
E-mail: lewisdouglas74@yahoo.com
E-mail: evanslewis3@yahoo.com

33. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between SELLER and BUYER are merged in this Agreement and specified riders or attachments hereto. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or canceled except by a written instrument signed by both parties.
34. **CAPTIONS.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.
35. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.
36. **ALTERATION OF STANDARD FORM.** The BUYER and SELLER acknowledge that this is the current Residential Real Estate Sales Agreement as shown on the Fairfield County Bar Association website (the "Standard Form") and agree all deviations and changes made by either the SELLER's or BUYER's attorney must be clearly marked in bold, underline and/or large font typeface, handwritten or otherwise highlighted to indicate the change(s). Should a change be made without clear marking or delineation, such provision shall be deemed not to be a part of this Agreement for any purpose, and shall be replaced with the provision of the Standard Form that has been changed or eliminated. Any eliminated sections of the Standard Form also shall be deemed to be a part of this Agreement unless a reference to its deletion is clearly marked in accordance with this paragraph or described in a separate cover letter. Addenda, exhibits, attachments and riders to this Agreement are not subject to the requirements of this paragraph.
37. **RETURN OF MATERIALS.** In the event that the transaction contemplated by this Agreement does not close for any reason, BUYER shall return to SELLER immediately, all documents, plans and any other materials concerning the Premises that have been, or may hereafter be, provided by SELLER to BUYER.
38. **SELLER agrees to pay to Buyer's real estate broker, eXp Realty of CT, LLC, at Closing, a commission in the amount of 2.0% of the purchase price.**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, as of the day first above written.

In the presence of:

_____. (L.S.)

_____. (L.S.)

_____. (L.S.)

_____. (L.S.)

_____. (L.S.)

_____. (L.S.)

_____. (L.S.)

_____. (L.S.)

Richard H. Hubli SELLER
Richard H. Hubli

[Signature] BUYER
Nova Development, LLC, By Rafael Marin, Its Member

_____. SELLER

_____. BUYER

Title to said Premises is to be taken in the name or names of Nova Development, LLC.

ACCEPTANCE OF ESCROW

DATED: 9/22/25

I HEREBY ACCEPT RECEIPT OF THE DEPOSIT AS SPECIFIED IN PARAGRAPH 2, SUBJECT TO COLLECTION, AND THE UNDERSIGNED AGREES TO ACT IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH 3 OF THIS AGREEMENT.

[Signature]
ESCROW AGENT: William J. McMorris, Jr.

This is the July 14, 2015 version of the Fairfield County Bar Association Residential Real Estate Sales Agreement approved and adopted by the Fairfield County Bar Association.

RECEIVED

OCT 09 2025

TOWN OF WESTON
CONSERVATION COMMISSION

ATTACHMENTS: (For Reference Only)

- Schedule A Legal Description
- Consumer Finance Protection Bureau ("CFPB") Addendum
- Residential Property Condition Disclosure Report
- Property Listing
- Buyer's Rider to Contract of Sale

SCHEDULE A

ALL THAT certain piece and parcel of land shown and designated as: "REVISED PARCEL 515 B AREA = 3.914 ± ACRES ACCESS - 0.088 ± ACRES TOTAL= 4.000 ± ACRES" on that map entitled "PROPERTY SURVEY REVISED PARCELS 475A & 515B PREPARED FOR ARCTIC CONSTRUCTION, LLC WESTON, CONNECTICUT", which map is dated September 30, 2016 and is certified substantially correct by Douglas R. Faulds, Conn. L. S. Lic. No. 13292, and which map was recorded in the Office of the Town Clerk of the Town of Weston on September 22, 2020 as Map No 3887:

Beginning at a point, marked by an iron pin set on June 6, 2012 at the intersection of the northwesterly line of the 25' Access to Revised Parcel 515 B and the westerly line of Revised Parcel 515 B as depicted on said map;

Thence running northwesterly, northerly, northeasterly and northwesterly again along land of Three K'S, LLC the following courses and distances:

**N 18° 18' 00" W 50.29' to an iron pin set June 6, 2012,
N 50° 32' 00" E 119.00' to an iron pin set June 6, 2012,
N 20° 37' 00" E 227.99' to an iron pin set June 6, 2012,
N 81° 46' 00" E 175.64' and
N 07° 23' 37" W 50.00' to land of Robert G. DiForio and Birgit R. DiForio as depicted on said map;**

Thence running easterly along land of Robert G. DiForio and Birgit R. DiForio, land of Susan Baron Fraguela, land of Park & Rec Indian Valley Road and land of Donald Macintyre and Carole Macintyre the following course and distance:

N 82° 36' 23" E 379.98' to an iron pipe found June 6, 2012 at the northeasterly corner of Revised Parcel 515 A as depicted on said map,

Thence running southerly, along a stone wall, along land of Donald Macintyre and Carole Macintyre and land of Washington Mutual Bank as depicted on said map the following course and distance:

S 02° 55' 07" E 210.00' to an iron pin set June 6, 2012 at the northeasterly corner of the 20' Right of Way known as Meadowbrook Road and the northeasterly corner of Revised Parcel 475 A as depicted on said map;

Thence running westerly along Revised Parcel 475 A the following courses and distances:

**S 66° 12' 34" W 439.06',
N 77° 25' 00" W 106.48'
S 61° 49' 00" W 67.66' and
S 57° 29' 56" W 149.97' to the 25' Access to Revised Parcel 515 B as depicted on said map:**

Thence running northwesterly along the 25' Access to Revised Parcel 515 B the following course and distance:

N 51° 00' 00" W 25.06' to the point and place of beginning;

25' ACCESS TO REVISED PARCEL 515 B

Beginning at a point, marked by an iron pin set on June 6, 2012 at the intersection of the northwesterly line of the 25' Access to Revised Parcel 515 B and the easterly highway line of Georgetown Road, Connecticut Route 53 as depicted on said map; said point being the southwesterly corner of land of Three K'S, LLC and the northwesterly corner of land herein described;

Thence running northeasterly along land of Three K'S, LLC the following course and distance:

N 39° 00' 00" E 144.56' to an iron pin set June 6, 2012 at Revised Parcel 515 B as depicted on said map;

Thence running southeasterly along said Revised Parcel 515 B the following course and distance:

S 51° 00' 00" E 25.06' to Revised Parcel 475 A as depicted on said map,

Thence running southwesterly along said Revised Parcel 475 A the following course and distance:

S 39° 00' 00" W 157.63' to a spike set on June 6, 2012 at the intersection of the southwesterly line of the 25' Access to Revised Parcel 515 B and the easterly highway line of Georgetown Road, Connecticut Route 53 as depicted on said map;

Thence running northerly on said easterly highway line of Georgetown Road Connecticut Route 53 on a counterclockwise curve having a radius of 1467.69' for a distance of 28.26' to the point and place of beginning.

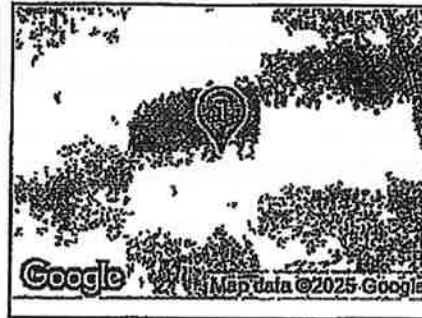
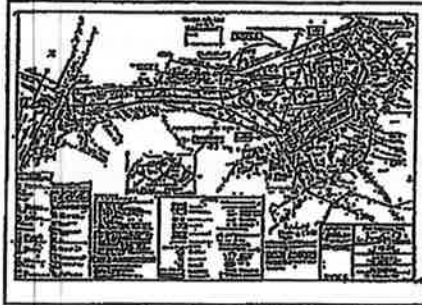
SAID PREMISES are conveyed subject to:

1. Sewer and water use charges as may be due and payable.
2. Real Estate Taxes to the Town of Weston hereafter due and payable.
3. Decision of the Town of Weston Planning & Zoning Commission recorded February 17, 2011 in Volume 512 at Page 523 of the Weston Land Records.
4. Declaration of Driveway Easement and Maintenance Agreement dated November 10, 2020 and recorded November 16, 2020 in Volume 630 at Pages 120-125 of the Weston Land Records.
5. Together with and subject to a Driveway Easement And Maintenance Agreement recorded February 26, 2024 in Volume 671 at Page 333 of the Weston Land Records.
6. Rights of others in and to any brooks, streams and ponds flowing through or forming a part of the premises.
7. Notations and delineations shown on Map Nos. 3887 and 3924.

98 Georgetown Road, Weston, CT 06883

Status	Active	Tax Parcel #	2592227	List Price	\$389,999
County	Fairfield	Neighborhood	Georgetown	Orig. List Price	\$389,999
MLS #	24060207	Subdivision		Days On Market	280

Property Information
Residential Land For Sale



Walk Score® : 3 Car-Dependent - Almost all errands require a car

Lot & Land Information

Potential Short Sale	No	Short Sale Comments			
Location	Suburban	Fronts On	State Road, Paved Road		
Present Use					
Lot Description	Rear Lot, Some Wetlands, Treed, Level Lot, Rolling				
Road Frontage	28	# of Lots	1	Subdividable	No
Acres	4 (Public Records)	Dir. Waterfront	No	Zoning	R
Property Tax	\$5,185	Mil Rate	23.9	Assessed Value	\$217,000 Tax Year July 2025-June 2026
Special District Tax					

Features

Utilities Available	Gas Available		
Water Service	Well Required	Sewer Service	Septic Required
Annual Sewer Fee		Sewer Assessment Info	
Septic Plan Avail	Yes	Septic Plan Approved	Yes
Restrictions	Easements		
Easements			
Documents Avail	Plot Plan/Survey		
Improvements	Approved Building Lot, Curb Cut(s)		
Waterfront Feat	Not Applicable		
Nearby Amenities	Library, Playground/Tot Lot, Public Rec Facilities		

Home Owner's Association Information

Home Owner's Association	No	Association Fee	Fee Payable
Special Assoc. Assessments			

School Information

Elem	Hurlbutt	Interm	Weston	Middle	Weston	High	Weston
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Public Remarks

Discover your own secluded haven in Weston! This exceptional 4.0-acre plot offers the perfect opportunity to build your dream home, with all preliminary work already completed. This approved building lot is ready for construction, providing an ideal backdrop for your vision. Located just minutes from Weston's top-rated schools and conveniently close to the amenities of Westport and Wilton, it offers a harmonious blend of peace and accessibility. With approval for a 5-bedroom, 4 full and 1 half bath, 4,600+ sq. ft. home, the potential is vast with the ability to finish 6,000+ sq. ft. Don't miss the chance to design the home you've always dreamed of in a stunning natural environment, while remaining near all essential conveniences. This shovel-ready piece of land in Weston is a rare find. Approved house plans are available upon request. The seller has received town approvals and is able to oversee the building project if preferred.

Marketing History

Current List Price	\$389,999	Last Updated	06/11/2025	Related MLS #	
Previous List Price	\$389,999	Entered in MLS	11/15/2024	DOM	280
Original List Price	\$389,999	Listing Date	11/15/2024	CDOM	770

RECEIVED

RESIDENTIAL BUYER'S CLOSING STATEMENT

SEP 09 2025
TOWN OF WESTON
CONSERVATION COMMISSION

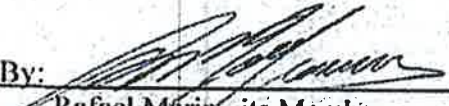
BUYER: Nova Development, LLC
SELLER: Richard H. Hubli
PROPERTY: 98 Georgetown Road, Weston, CT 06883
CLOSING DATE: September 23, 2025

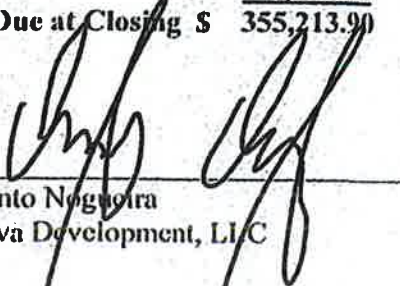
	Buyers Credit	Sellers Credits
Purchase Price		\$ 365,000.00
<u>Real Estate Tax Adjustment:</u> (\$5,186.30 / yr) Paid in full		
<u>Adjustment to Seller:</u> 9/23/2025 thru 12/31/2025 (100 days @ \$14.209) =		+ <u>1,420.90</u>
<u>Less: Credits to Buyer</u>		
Deposit (via wire transfer)	\$ 15,000.00	\$ - 15,000.00
CASH TO CLOSE		<u>\$ 351,420.90</u>

BUYERS COSTS:

Town Clerk, Weston (WD) \$ 87.00
 Courier Fee (Weston) 75.00
 Legal Fee 1,250.00
 Paralegal Fee 300.00
 Title Search (FATIC) 380.00
 Review of Title Search 250.00
 Title Insurance (Owners) 1,451.00
Total \$ 3,793.00

\$ + 3,793.00
 Total Due at Closing \$ 355,213.90 *

By: 
 Rafael Marin, its Member
 Nova Development, LLC

By: 
 Olinto Nogueira
 Nova Development, LLC

* I hereby authorize Evans & Lewis, LLC to deduct the sum of \$355,208.90 from our ledger.



Incorporated 1787

Land Use Department

December 9, 2024

Richard H. Hubli
36 Rock House Road
Wilton, Connecticut 06897

RECEIVED

OCT 09 2025

TOWN OF WESTON
CONSERVATION COMMISSION

Re: 98 Georgetown Road, M 3 B 1 L 62

Dear Mr. Hubli,

Please let this letter confirm that the following permits have been issued by Weston's Land Use Department pertaining to the subject property. After careful review of the records, I list their expiration dates below. In addition to any so-called automatic extensions I have approved, further applications for extensions may also be available to you or a future property owner. You are hereby advised that the original plans, terms, and conditions of each permit must be followed. Any changes to the permitted activities must be reviewed and approved by the appropriate land use officer and may require applications for modification.

1. **Inland Wetlands Permit** issued by the Conservation Commission #CC 22-02 on March 24, 2022, expires **March 24, 2027** (Note: Provided conditions of the site have not changed and provided that no modifications to the original permit are made, this permit may be extended for a period of up to 719 days, or until April 4, 2029, by a simple letter of authorization from the Conservation Planner, owing to the matter's resting in the hands of the courts for the same number of days from March 5, 2020 through February 22, 2024).
2. **Zoning Permit** for site development and construction of a single-family dwelling with related site work issued August 18, 2022, expired August 18, 2024. Provided that no modifications to the original permit are made, this permit is hereby **extended** for 719 days, or until **August 7, 2026**, owing to the matter's resting in the hands of the courts for the same number of days from March 5, 2020, through February 22, 2024.
3. **Soil Disturbance Permit** for the disturbance of 34,000 square feet of soil and the removal of 1,000 cubic yards of same from the site, issued on October 27, 2022, remains valid through the extended date of the Zoning Permit or **August 7, 2026**.

Letter to Richard Hubli
re: 98 Georgetown Road

Page 2 of 2
December 9, 2024

Should you have any questions about the permits or expiration dates listed herein, please contact me.

Sincerely,



Richelle Hodza,
Land Use Director

cc: Dr. J. Thomas Failla, Conservation Planner
Cheryl A. Vallerie, Zoning Enforcement Officer



Incorporated 1787
Land Use Department

March 5, 2025

Richard H. Hubli
36 Rock House Road
Wilton, Connecticut 06897

Re: 98 Georgetown Road, Weston, Connecticut
Transfer of Existing Land Use Permits

RECEIVED

OCT 09 2025

TOWN OF WESTON
CONSERVATION COMMISSION

Dear Mr. Hubli,

With regard to the transfer of the existing permits related to the subject property, which I identified in my letter of December 9, 2024, here is the procedure for each of the three issued through my department.

According to the Weston Zoning Regulations, zoning permits and soils disturbance permits are not explicitly stated as transferable; however, neither do they prohibit such transfer. Likewise, the permits themselves do not prohibit transfer. As Land Use Director and duly authorized Deputy Certified Zoning Enforcement Officer for the Town of Weston's Planning and Zoning Commission. I have the authority to transfer to a new owner the Zoning Permit and the Soils Disturbance Permit. If a new owner intends to undertake the project as approved by the then Code Enforcement Officer James M. Pjura and my predecessor Tracey Kulikowski at 98 Georgetown Road, I will require a notarized statement from the transferee that the terms and conditions of the permits are understood, acknowledged, and agreed to. Any changes to the plans by the new owner would, of course, require modifications to the existing permits, or depending on the degree of modification, may require entirely new permits.

The Wetlands regulations require Conservation Commission permission before I can make the transfer; however, it is an administrative function, rather than a legislative one, so a notarized letter from the new owner should suffice. I will talk to the Conservation Planner and the Chairwoman and the Conservation Planner, and ask whether or not, given the extraordinary delay in beginning the project was outside your control, a transfer could be authorized by me acting as its agent. Even if a meeting with the Commission is required, this, too, is an administrative act, and should be able to be taken care of at a single meeting (the next one is March 27th). I am willing to write a letter to the Conservation Commission in support of the transfer.

Letter to Richard Hubli
re: 98 Georgetown Road

Page Two of Two
March 5, 2025

Here are the relevant Inland Wetlands regulations:

11.9 No permit issued by the Commission shall be assigned or transferred without the written permission of the Commission. Permits may be transferred providing the party to whom the permit is transferred submits a notarized letter to the Commission stating that there will be no changes in the plan. The letter must also state that the party understands and will comply with all conditions of approval of the original application. The Commission shall approve all transfers in writing prior to any transfer occurring.

11.11 General provisions in the granting of all permits:

c. If the activity authorized by the inland wetland permit also involves an activity or a project which requires zoning or subdivision approval, special permit, variance or special exception under Sections 8-3(g), 8-3c or 8-26 of the Connecticut General Statutes, as amended, no work pursuant to the wetland permit may begin until such approval is obtained.

Should you have any questions about the process of transferring the permits, please feel free to contact me.

Sincerely,



Richelle Hodza,
Land Use Director

cc: J. Thomas Failla, Conservation Planner
Sally Korsh, Chair, Planning and Zoning Commission
Cheryl A. Vallerie, Certified Zoning Enforcement Officer
Sarah Schlechter, Chair, Conservation Commission

Town Hall Annex | 24 School Road | P.O. Box 1007 | Weston CT 06883 | 203 222 2530 | rhodza@westonct.gov



Conservation Commission

RECEIVED
OCT 09 2025
TOWN OF WESTON
CONSERVATION COMMISSION

PERMIT

To conduct a regulated activity or activities under the Inland Wetlands and Watercourses Regulations. This Permit shall expire five years from the date of approval. If permitted activity will not be completed by the expiration date, Application for Permit Renewal must be submitted prior to that date.

Application/Permit Number: 22-02

Date Approved: March 24, 2022

Expiration Date: March 24, 2027

Address of Permitted Property:
98 Georgetown Road

Map: 3 **Block:** 1 **Lot:** 62

Name of Owner(s) of Record: Richard Hubli

Address: 98 Georgetown

Name of Applicant/Authorized Agent: Richard Hubli

Permitted Activity/Activities: single family residential site development including well septic, storm water management, retaining walls and planting plan

Reference: Site Development Plan including Septic and Drainage Feasibility and Design for Richard Hubli 98 Georgetown, Dec. 22, 2021, revised Jan. 12, 2022 (health dept. rev.) Feb. 15, 2022, Mar. 10, 2022, and Project Narrative Drainage Analysis Feb. 15, 2022 Peak Engineers; Soils Mapping and Wetland Delineation Report, May 30, 2012 Jay Fain & Associates, LLC; Environmental Planting Plan for Richard Hubli, 98 Georgetown Oct, 6 2016 revised Mar. 11, 2022 and Environmental Narrative Mar. 11, 2022 Environmental Land Solutions LLC.

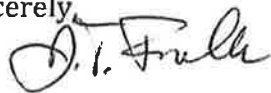
Under the provisions of Connecticut General Statutes (CGS) Section 22a-36 to 22a-45 and the Town of Weston's Inland Wetlands and Watercourses Regulations, and having reviewed all facts and circumstances bearing on the application, the Commission finds that the proposed activity will have no substantial adverse impact on inland wetlands or watercourses, provided that the approved plan and the standard conditions and any special conditions of this Permit are fully implemented. The duty and obligation to comply with the approved plan and the standards conditions and any special conditions shall rest exclusively with the Applicant and all heirs, successors and assigns. All Permits are subject to the following conditions:

56 Norfield Road, P.O. Box 1007, Weston, CT 06883 Tel: (203) 222-2681

- A. Prior to the commencement of any work on the site, the Contractor Compliance Agreement must be signed and returned to the Commission's office by the contractor who will perform the permitted activity.
- B. **Implementation of the erosion and sedimentation control plan prior to any site preparation activity.** Erosion controls are to be inspected by the applicant weekly and after rains and all deficiencies must be remediated within twenty-four hours of finding them. The applicant shall maintain such control measures until written permission is received from the Conservation Planner to remove such measures.
- C. Upon completion of the work, the Applicant or the Applicant's Designated Agent shall submit a letter to the Conservation Commission stating that the property was developed and the work completed as permitted.
- D. Per CGS Sec. 22a-42a (d) (2), as amended, "Any permit issued under this section shall be valid for five years. Any such permit shall be renewed upon request of the permit holder unless the agency finds that there has been a substantial change in circumstances which requires a new permit application, provided no permit may be valid for more than 10 years."
- E. Any changes in approved plans shall require notification to the Commission and may require that a new application be made.
- F. Applicant agrees, represents, and warrants that it will obtain all required federal, state and local permits prior to commencing any work on the site.
- G. The deposition and/or removal of any earth, loam, topsoil, humus, sand, gravel, clay, stone, or quarry stone to and from the property shall be subject to Section 240-36 C. of the Zoning Regulations of the Town of Weston.
- H. Implementation of the environmental planting plan will be reviewed and approved by the landscape designer and the Conservation Planner
- I. Detail of a driveway filter strip on south side of drive from property frontage to catch Basin K2 to be added to the plan and reviewed by the Conservation Planner.

If you have any questions regarding this decision, please feel free to contact me at (203) 222-2681 or 203-331-6035..

Sincerely,



Dr. Tom Failla, Conservation Planner

RECEIVED

OCT 09 2023

CONSERVATION COMMISSION

ZONING PERMIT APPLICATION

An appointment to submit this application to the Code Enforcement Officer is recommended. Please call Jim Pjura at 222-2559.

(Please submit an A-2 Survey and a \$110.00 filing fee with this application. Check # 116)

LOCATION: 98 GEORGETOWN ROAD, WESTON, CT
PROJECT DESCRIPTION: SINGLE FAMILY RESIDENCE
OWNER'S NAME: RICHARD HUBLI
OWNER'S ADDRESS: 36 ROCKHOUSE ROAD, WILTON, CT
OWNER'S PHONE: 203 705-8069

PLEASE ANSWER THE FOLLOWING QUESTIONS. IF YES, SUPPLY A COPY OF THE RESOLUTION/APPROVAL (CIRCLE ONE)

- 1. IS A SPECIAL PERMIT REQUIRED FOR THIS PROPERTY? Y (N) NA
IF YES, WAS A SPECIAL PERMIT APPROVED BY THE PLANNING & ZONING COMMISSION? Y N (NA)
IN HOME OCCUPATION APARTMENT Y N (NA) Y N NA
2. IS THE PROPERTY LOCATED IN A SUBDIVISION? Y (N) NA
IF YES, IS THE SUBDIVISION SITE SPECIFIC? Y (N) NA
3. IS PROJECT LOCATED WITHIN A FLOODPLAIN? Y N (NA)
IF YES, WAS A FLOODPLAIN DEVELOPMENT PERMIT ISSUED BY THE PLANNING & ZONING COMMISSION? Y N (NA)
4. WAS A VARIANCE GRANTED BY THE ZONING BOARD OF APPEALS? Y (N) NA
5. WAS A CONSERVATION COMMISSION REGULATED ACTIVITY PERMIT ISSUED FOR THIS PROPERTY? Y (N) NA

APPLICATION DATE: 4/29/22
SIGNATURE OF OWNER: Richard Hubli

I HEREBY CERTIFY THAT THIS APPLICATION IS BEING FILED BY THE UNDERSIGNED AS AGENT FOR THE OWNER NAMED HEREIN.

SIGNATURE OF AGENT:
AGENT'S ADDRESS:
AGENT'S PHONE: ()

BY SIGNING THIS APPLICATION, YOU HEREBY GRANT THE CODE ENFORCEMENT OFFICER THE RIGHT TO ENTER ONTO THE PROPERTY TO CONDUCT NECESSARY INSPECTIONS.

FOR OFFICE USE ONLY BELOW THIS LINE

A-2 PROPERTY SURVEY
FOUNDATION AS BUILT BEFORE FRAMING
DRIVEWAY PERMIT REQUIRED
LOCATED IN HISTORIC DISTRICT

(N)
(N)
Y
(N)
(N)

CODE ENFORCEMENT OFFICER SIGNATURE: Jim Pjura
DATE: 8/18/22

100-1000

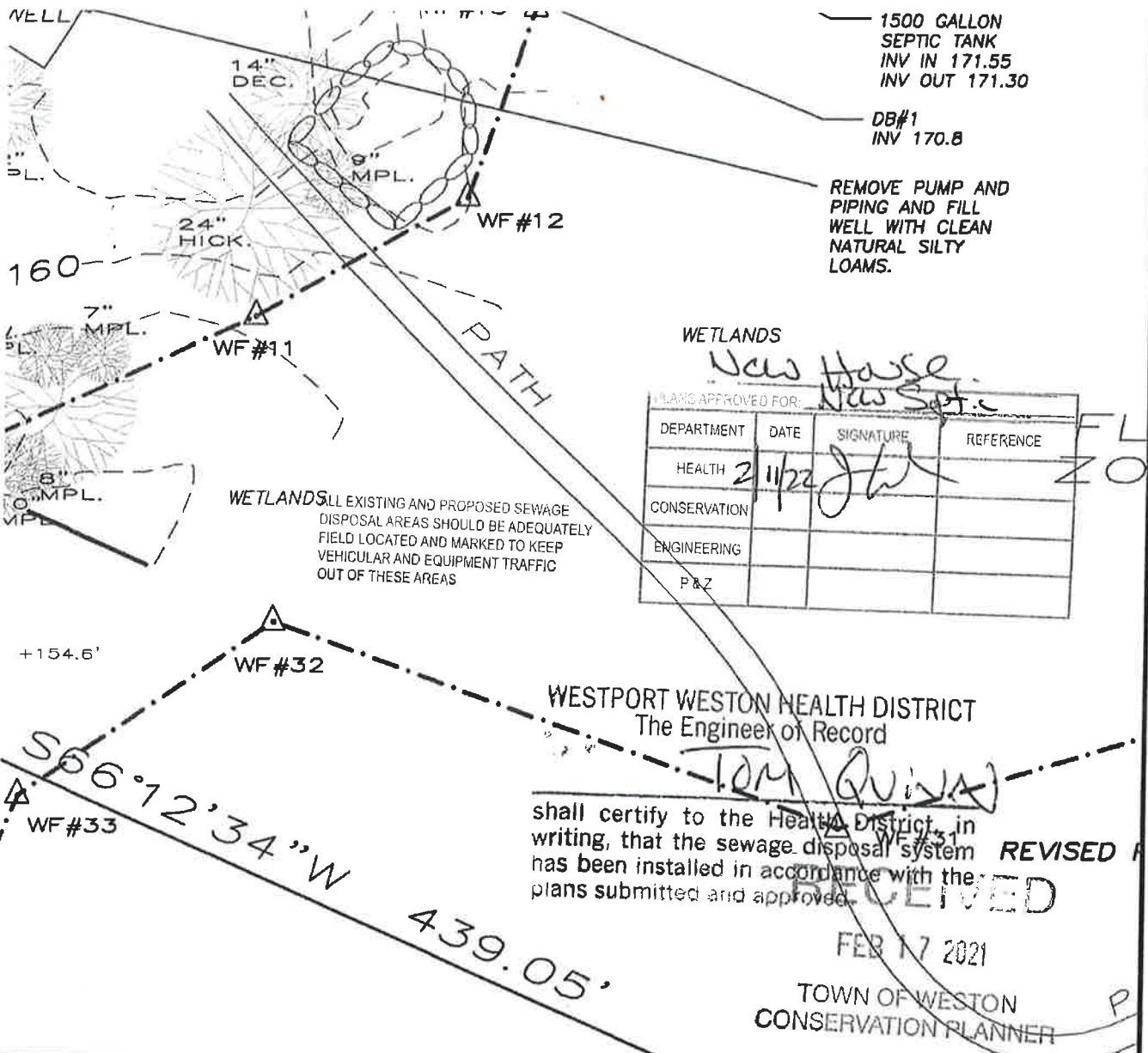
100-1000

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PLANS APPROVED FOR: *New House, New Septic*

DEPARTMENT	DATE	SIGNATURE	REFERENCE
HEALTH	2/11/22	<i>[Signature]</i>	FL 20
CONSERVATION			
ENGINEERING			
P&Z			

WESTPORT WESTON HEALTH DISTRICT
The Engineer of Record

TOM QUINN

shall certify to the Health District, in writing, that the sewage disposal system has been installed in accordance with the plans submitted and approved.

RECEIVED
FEB 17 2021
TOWN OF WESTON
CONSERVATION PLANNER

JBLI CONSERVATION PLAN.DWG
211222
October 22, 2021
12, 2022 health dept revision

RECEIVED
JAN 31 2022
WWHD



Peak Engineers, LLC
PROVIDING CIVIL ENGINEERING SERVICES
Site, Septic, and Drainage, Feasibility and Design
16 Old Mill Road, Redding, CT 06896
Tel 203-834-0588 Email: TQuinn@PeakEngineersLLC.com

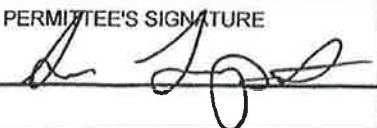
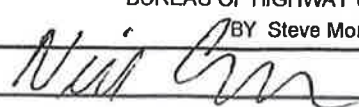
PREPARED FOR
Richard Hubli
36 Rockhouse Rd
Wilton, Connecticut 06987

PROJECT LOCATION
98 Georgetown Road
Revised Parcel 515 B
Weston, Connecticut 06883
Total Area 4.0 acres**

TITLE
New Construction

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OCT 09 2025
TOWN OF WESTON
CONSERVATION COMMISSION

ORIGINAL

TOWN WESTON	ROUTE NO. 57	PMT 2B-REV 8/00 (302-06-0386) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 5/23/2019	PERMIT NO. 3020319 Page 2 of 2
NAME OF HIGHWAY 98-100 Georgetown Road			DATE EFFECTIVE 5/23/2019	
LOCATION OF WORK OR BEGINNING AND ENDING POINTS 98-100 Georgetown Road			DATE OF EXPIRATION 5/23/2020	AMT. OF SURETY BOND CERTIFY CHECK 10,000.00
TO: SAMUEL LAMPERT 597 WESTPORT AVENUE APT C551 NORWALK, CT 06851			SURETY COMPANY/BANK Western Surety	
			BOND NUMBER: 63615076	
			PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE.	
			PLEASE RETURN AT ONCE.	
			FEE: 10 online DATE REC'D:	PO/WO NO:
<p>- The storing of pipe, excavated materials, or other construction materials within the highway right of way will not be allowed. Equipment shall be removed from the right of way when not in use.</p> <p>- At the end of each workday all trenches will be back filled and patched. The use of steel plates to cover open trenches within the highway right of way will NOT be allowed.</p> <p>- The property owner is responsible for all future maintenance of the driveway and the sightline.</p> <p>- All liability is assumed by the permittee. All areas disturbed as a result of this operation will be restored to the equivalency of their original condition or better at permittee's expense. The permittee will be billed in full by the Department for engineering and replacement costs of any area disturbed or destroyed by the permitted operations.</p> <p>- The Department reserves the right to require the permittee to reimburse the State for all expenses incurred in connection with this permit including but not necessarily limited to inspection, State-owned equipment, supplies, etc. as outlined under regulation 13b-17-11.</p> <p>- Requirements of the permit are subject to change as field condition warrant. Any change will require a review and prior approval by the District Office.</p> <p>INSURANCE EXPIRES: 4/1/2020 PRIOR TO THE INSURANCE EXPIRATION DATE, THE PERMITEE MUST SUBMIT AN UPDATED CERTIFICATE OF INSURANCE TO DOCUMENT APPROPRIATE CONTINUING INSURANCE COVERAGE.</p>				
<p>RECEIVED</p> <p>OCT 09 2025</p> <p>TOWN OF WESTON CONSERVATION COMMISSION</p>				
PERMITEE'S SIGNATURE 	DATE 6/4/19	DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS BY Steve Moran 		
		DISTRICT MAINTENANCE DIRECTOR		

ORIGINAL

TOWN WESTON	ROUTE NO. 57	PMT 2B-REV 8/00 (302-06-0386) DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY OPERATIONS STATE OF CONNECTICUT ENCROACHMENT PERMIT	DATE OF ISSUE 5/23/2019	PERMIT NO. 3020319 Page 1 of 2
NAME OF HIGHWAY 98-100 Georgetown Road			DATE EFFECTIVE 5/23/2019	
LOCATION OF WORK OR BEGINNING AND ENDING POINTS 98-100 Georgetown Road			DATE OF EXPIRATION 5/23/2020	AMT. OF SURETY BOND CERTIFY CHECK 10,000.00
TO SAMUEL LAMPERT 597 WESTPORT AVENUE APT C551 NORWALK, CT 06851			SURETY COMPANY/BANK Western Surety	
			BOND NUMBER: 63615078	
			PERMIT IS NOT VALID UNTIL SIGNATURE COPY IS SIGNED AND RETURNED TO THE OFFICE. PLEASE RETURN AT ONCE	
			FEE: 10 online DATE REC'D:	PO/WO NO:

Permission is hereby granted to do the following work under the control and direction of the Department of Transportation, Bureau of Engineering and Highway Operations at the location designated hereon, subject to the statements made on the application for permit, and to the pertinent provisions of the current Highway Encroachment Permit Regulations manual, including amendments thereto.

This permit does not become effective until all necessary local and State licenses and permits are obtained by the Permittee or designated agent, and further the Permittee shall be subject to all Federal, State and local regulations.

This permit is issued in strict compliance with, but not limited by, the following specific requirements, referenced attachments, and the current edition of Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction as applicable.

The Department of Transportation Permit Inspector, Stephen Rice 860-202-3214. **MUST BE NOTIFIED AND THE CALL BEFORE YOU DIG REQUEST NUMBER RECORDED 48 HOURS IN ADVANCE OF STARTING WORK ON THE PROJECT.** REQUEST NO. _____

Permission is granted to construct and pave a 16' wide residential driveway with 5' radii, install a 15" reinforced concrete pipe under the driveway, and install 6" bituminous curbing as directed by the CTDOT inspector within the highway right of way as delineated on the plans entitled "Driveway Improvement Plan" with last revisions dated January 7, 2017 and permit application received online on 5/22/2019. All work shall be in accordance with the current publication of the Department of Transportation "Standard Specifications for Roads, Bridges, and Incidental Construction," the latest Department Standard Details, and the following stipulations:

- A copy of this permit must be available on site at all times.
- Vehicular and pedestrian traffic must be adequately protected through the use of appropriate traffic control patterns. Uniformed police officers or personnel who are certified for traffic control to a level equivalent to the National Safety Council shall be utilized to direct traffic through the work area. All traffic control signing and appurtenances shall be in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices" and must meet NCHRP 350 requirements.
- No work that will interfere with the flow of traffic will be permitted before 8:30 a.m. and after 4:00 p.m., Monday through Friday.
- Holiday Restrictions- No permit work within the highway right of way will be permitted the day before a legal holiday and no work shall be resumed until 12:00 noon the day following the holiday, unless otherwise approved or indicated. Weekends shall be considered as part of the holiday when the legal holiday falls on either Friday or Monday.
- The maintenance of any drainage pipe which is to be installed under the driveway will be the responsibility of the property owner. A copy of this permit is to be recorded in the town land records so as to define the property owner's responsibility in this matter. Proof of recording must be provided to this office before this permit will be considered complete.
- The entire portion of the drive located within the state right-of-way must be paved with approved hot mix bituminous asphalt unless otherwise directed by the Permit Inspector.

The Permit Inspector must be notified upon completion of work for final inspection and approval.

CALL Before you DIG! TOLL FREE, STATEWIDE 1-800-922-4455

Any and all liability for injury, damage or loss resulting from such work as may be undertaken under the terms of this permit is assumed by the Permittee. The Permittee is hereby designated responsible for all future maintenance of all installations or encroachments constructed under this Permit, which in the sole judgement of the State are not part of the highway appurtenances normally maintained by the State.

The Permittee hereby agrees to indemnify and hold harmless the State of Connecticut for any and all such injury, damage, or loss that may be incurred, either directly, or as a result of said work, and to reimburse the Department of Transportation for any expenses incurred due to the performance of any such work undertaken under the terms of this permit.

This permit is revocable at the discretion of the Department of Transportation Commissioner or designated representative.

RECEIVED
OCT 09 2025
TOWN OF WESTON
CONSERVATION COMMISSION

RECEIVED

OCT 09 2025



PAID
DEC 23 2021

WWHD

WESTPORT WESTON HEALTH DISTRICT
80 Bayberry Lane, Westport, CT 06880-2855
Telephone: (203) 227-9571

WESTON
COMMISSION

Fee is non-refundable.

Fee: ~~\$250.00~~

Initials: _____

285⁰⁰

APPLICATION FOR A NEW HOUSE

DATE: 9/7/21 OWNER'S NAME: RICHARD HUBLI

PROPERTY ADDRESS: 98 GEORGETOWN ROAD TEL. No: 203 705-8069
STREET TOWN WESTON ZIP 06883

NEW HOUSE: No. of Bedrooms 5 No. of Bathrooms: 4.5

Finished Basement: Yes No Finished Attic: Yes No
Proposed Tubs more than 99 gallons: Yes No

WATER SUPPLY: Public Water Yes No
Private Well Yes No

Footing drains required: Yes No Water treatment Proposed: Yes No
Lawn irrigation Proposed: Yes No Geothermal wells proposed: Yes No

Septic System Design Engineer: PEAK ENGINEERING

Proposed Septic System: 1500 GAL 47 LF GLF 18-72
Tank Size Leaching 54 LF GST 6218

OWNER OR DULY AUTHORIZED REPRESENTATIVE (PRINT) RICHARD HUBLI

Signed: Richard Hubli Date: 9/7/21
Owner or Duly Authorized Representative

Contact Telephone No: 203 705-8069

WWHD REMARKS:

CONDITIONS: Unfinished basement & Attic level.

APPROVED: [Signature] Date: 2/11/22

Septic As-built received: YES NO Date: _____
Well water approved: YES NO Date: _____
Well completion report received: YES NO Date: _____

FINAL INSPECTION: _____ Date: _____
SANITARIAN

FINAL REMARKS: _____

