

WILTON ZONING BOARD OF APPEALS - RESIDENTIAL VARIANCE APPLICATION - ZBA#

Please consult the Zoning Regulations when applying for a variance, particularly Section 29-13.

Please TYPE or print clearly... (See last 2 pages for brief explanation.)

APPLICANT'S NAME

ADDRESS

OWNER'S NAME

ADDRESS

PROPERTY LOCATION

ZONING DISTRICT

WLR MAP#

VOLUME

PAGE

TAX MAP #

LOT #

ACREAGE

VARIANCE DESCRIPTION: In the space below, please state concisely the section(s) of the Zoning Regulations proposed to be varied and the specific variance requested (i.e: Request a variance of Section 29-__ to allow ____ (an addition, a pool, average lot width, or whatever) with ____ in lieu of the required _____. For instance, a variance request for a building addition that encroaches into the required fifty foot rear setback area by 7 feet would read as follows: "Request a variance of Section 29-5.D to allow a building addition with a 43 foot rear yard setback in lieu of the required 50 feet." ATTACH SEPARATE SHEETS AS REQUIRED.

HARDSHIP DESCRIPTION: In the space below, state the specific conditions pertaining to the perceived "exceptional difficulty or unusual hardship" with respect to the parcel of land, not generally encountered within the zoning district, which would make development in full accordance with the existing Zoning Regulations extremely difficult. ATTACH SEPARATE SHEETS AS REQUIRED.

THE FOLLOWING MATERIALS ARE REQUIRED:

- * Please see **SPECIAL INSTRUCTIONS DURING COVID** at: [Application Forms / Materials | Wilton CT](#)
* All submitted plans and documents shall bear an **original signature, seal, and license number** of the professional responsible for preparing each item. Maps should be **folded, not rolled**.

____ **APPLICATION FORM**

____ **A-2 SURVEY** of the subject property showing all existing building and site conditions.

____ **SITE DEVELOPMENT PLAN** showing all proposed additions, amendments and/or site improvements, including building elevations, septic systems, wells, and all measurements pertaining to the application, such as location and distance(s) of proposed structures and/or improvements from the subject property lines.

____ **LOCATION MAP** - available here: [map.pdf \(wiltonct.org\)](#). Site location shall be identified on map.

____ **DIRECTIONS** to subject property from Town Hall, 238 Danbury Road, Wilton, CT (e.g. hand-written, computer-generated or similar).

____ **LIST OF PREVIOUS ZONING VARIANCES** – available here: [History of Previous Variances | Wilton CT](#)

____ **PHOTOGRAPHS** of property showing building and site conditions from all geographic perspectives.

____ **ONE COPY OF DEED** (Available in Town Clerk's Office)

____ **LIST OF OWNERS WITHIN 500'** of any portion of the subject property as shown by Tax Map & Lot #.
[See online GIS instructions at: [owner list 500 ft gis directions 0.pdf \(wiltonct.org\)](#)]

____ **ENVELOPES**, addressed to each property owner within 500' of any portion of subject property.
[See "Envelopes Instructions" at: [envelopes instructions.pdf \(wiltonct.org\)](#)]

____ **ELECTRONIC SUBMISSION** of all materials (**Consolidated into 1-2 PDFs Maximum**), emailed to michael.wrinn@wiltonct.org and daphne.white@wiltonct.org

____ **TWO #10 (4"x 9.5") PLAIN ENVELOPES** addressed to the applicant (No Return Address)

____ **\$310 FILING FEE** payable to: Town of Wilton

IS THE SUBJECT PROPERTY LOCATED WITHIN 500 FEET OF THE **MUNICIPAL BORDER**? YES or NO

IS THE SUBJECT PROPERTY LOCATED WITHIN THE **PUBLIC WATER SUPPLY WATERSHED BOUNDARY**?
YES or NO [If YES, see DPH Addendum Form here: [watercompanvanddphnotification.pdf \(wiltonct.org\)](#)]

IS THE SUBJECT PROPERTY LOCATED IN THE **FLOOD PLAIN**? YES or NO

WHEN WAS THE SUBJECT PROPERTY **PURCHASED**? _____

IN WHAT YEAR WAS THE MAIN STRUCTURE **CONSTRUCTED**? _____

SITE COVERAGE PROPOSED: _____
(AS PERCENTAGE OF SITE)

BUILDING COVERAGE PROPOSED: _____
(AS PERCENTAGE OF SITE)

THE APPLICANT understands that this application is to be considered complete only when all information and documents required by the Board have been submitted.
THE UNDERSIGNED WARRANTS the truth of all statements contained herein and in all supporting documents according to the best of his or her knowledge and belief; and hereby grants visitation and inspection of the subject property as described herein.

APPLICANT'S SIGNATURE DATE EMAIL ADDRESS TELEPHONE

OWNER'S SIGNATURE DATE EMAIL ADDRESS TELEPHONE

ZONING BOARD OF APPEALS
TOWN OF WILTON, CONNECTICUT
Town Hall Annex, 238 Danbury Road, Wilton, CT 06897

HELPFUL INFORMATION FOR VARIANCE APPLICATIONS

1. WHAT IS A VARIANCE? A VARIANCE is an exception granted by the Zoning Board of Appeals (ZBA) from the terms or standards of the Zoning Regulations for an individual property where, because of special conditions, a literal enforcement of the Regulations would result in exceptional difficulty or unusual hardship. However, a variance MUST still be in harmony with the general intent of the Town's Plan of Conservation and Development and not contrary to public welfare.
2. The granting of a VARIANCE is a fine balance between attempting to maintain the Town's Plan of Conservation and Development of uniformly regulated districts, and the need to provide relief from the terms or standards in individual circumstances. VARIANCES are granted only for individual parcels and for particular purposes.
3. It is the applicant's obligation to present and establish hardship. Financial impacts or self-created conditions or an inability to use a property at its maximum potential or reasons that the proposed change would not adversely affect the neighborhood are not considered a hardship in this context. Hardship is generally seen as a physical or restrictive imposition beyond the reasonable control of the owner.
4. The ZBA may attach conditions to a granted VARIANCE in order to make them more in harmony with the purpose of the Zoning Regulations. Typical conditions that could be attached to a setback variance might include the installation of a screen or buffer.
5. Prior to submitting an application for a residential or commercial variance, please consult with the office staff and become familiar with the current Zoning Regulations which apply towards the property or project in question. The office staff can help answer questions and guide you in finding the information required for a complete application. Professional Land or Resource Planners and Land Use Attorneys may also be helpful.
6. Complete applications for either a RESIDENTIAL or COMMERCIAL PROPERTY VARIANCE are received in the ZBA Office, located within the Planning and Zoning (P&Z) Office in the Town Hall Annex, 238 Danbury Road, Wilton, CT, 06897. The office is open Monday through Friday, 8:00 A.M. to 4:00 P.M. Telephone: (203) 563-0185.
7. Please **TYPE** or print clearly all materials and application forms.
8. The deadline for receipt of a completed application is the **TWENTY FIFTH (25) of EACH MONTH**, for eligibility for a PUBLIC HEARING the following month. Only a complete application can be accepted.
9. The ZBA has scheduled meetings on the third Monday of each month, excluding August. If the third Monday is a holiday, the meeting is held on Tuesday. A copy of the official meeting schedule may be obtained online: [Application Forms / Materials | Wilton CT](#)
10. Much of the required information may be found by researching the land records online, per instructions provided. .

BRIEF EXPLANATION OF REQUIRED APPLICATION MATERIALS

<u>WLR MAP #</u>	Wilton Land Record map number filed in the Town Clerk's Office.
<u>VOLUME and PAGE</u>	Deed reference filed in the Town Clerk's Office. Also available here under Book & Page: Vision Government Solutions (vgsi.com)
<u>TAX MAP #, LOT #</u>	Refers to Assessor's records. Available here: Vision Government Solutions (vgsi.com) .
<u>ACREAGE</u>	Refers to the acreage of the subject parcel.

<u>LOCATION MAP</u>	Available here: map.pdf (wiltonct.org)
<u>CLASS A-2 SURVEY MAP</u>	Prepared by a licensed Connecticut Land Surveyor. Consult Town Clerk's Office and/or Building Dept microfiche for filed surveys.
<u>SITE DEVELOPMENT PLAN</u>	A map drawn to scale and in tandem with the above survey showing the existing and proposed conditions, including building elevations.
<u>LIST OF PREVIOUS ZONING VARIANCES</u>	Recorded in the Town Clerk's Office and also available here: History of Previous Variances Wilton CT
<u>LIST OF OWNERS WITHIN 500'</u>	Name and <u>mailing</u> address of the owners of properties within 500 feet of any portion of the subject property, including public and semi-public parcels. Directions here: owner_list_500_ft_gis_directions_0.pdf (wiltonct.org)

November 15, 2023

HAND DELIVERED

Zoning Board of Appeals
Town of Wilton
238 Danbury Road
Wilton, CT 06897

**Subject: ZBA Application
166 Old Huckleberry Road, Wilton, CT**

Dear Members of the Zoning Board of Appeals,

We are hereby submitting an application on behalf of our client for their property at 166 Old Huckleberry Road, Wilton, CT. The following documents are enclosed:

1. ZBA Variance Application;
2. A check in the amount of \$310.00 payable to the *Town of Wilton*;
3. A letter of authorization from the applicant;
4. The tax assessors field card for the subject property;
5. A GIS Map showing the abutters within 500' of the subject property;
6. A list of abutting property owners within 500' of the subject property;
7. A copy of the Notice Letter to the abutting properties owners within 500' of the subject property;
8. One (1) copy of the Improvement Location Survey prepared by of Ryan & Faults/Rediness & Mead, Lawrence Posson, LS dated August 1, 2023.
9. One (1) electronic PDF document on removable drive and emailed.

Once you have an opportunity to review the enclosed information, please place us on the next available Wilton *Zoning Board of Appeals* agenda.

Please do not hesitate to contact me should you have any questions at 203.454.2110 ext. 350 or via email at arycenga@landtechconsult.com.

Respectfully submitted,
LANDTECH

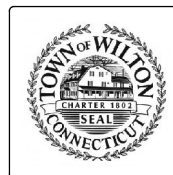


Anna Rycenga,
Senior Administrative Project Manager

Town of Wilton, Connecticut - Assessment Parcel Map

MBL: 126-6

Address: 166 OLD HUCKLEBERRY RD



CONSERVATION AREA

P/O 127-4

186.52'

48.85'

99.61'

170.61'

140.00'

D

240.90'

126-6
4.283 AC

466.53'

90.00'

153.20'

122.00'

28

27

469.89'

32.00'

26

192.74'

126-7
1.926 AC

EASEMENTS

126-8
1.908 AC

370.31'

437.99'

108.00'

126-4



Approximate Scale:

1 inch = 100 feet

Disclaimer:

This map is for informational purposes only.
All information is subject to verification by any user.
The Town of Wilton and its mapping contractors
assume no legal responsibility for the information contained herein.

Map Grand List Date: Oct 2017

0 50 100 150 Feet

TOWN OF WILTON, CONNECTICUT

Parcel ID	Site Address	Owner Name	Mailing Address
101-2	DRUM HILL RD	SECOND TAXING DISTRICT CITY OF N	164 WATER ST
126-1	64 WILD DUCK RD	WILTON TOWN OF	238 DANBURY RD
126-2	86 WILD DUCK RD	SHAUGHNESSY WILLIAM J & MARY BETH	86 WILD DUCK RD
126-3	94 WILD DUCK RD	DURELS THOMAS P & JACQUELINE M	94 WILD DUCK RD
126-4	98 WILD DUCK RD	RODRIQUEZ FRANCINE	98 WILD DUCK RD
126-6	166 OLD HUCKLEBERRY RD	PRICE BARRY & JENNIFER	1165 5TH AVE #13B
126-7	106 WILD DUCK RD	MICHAELS JOSEPH E & SARAH L	106 WILD DUCK RD
126-8	110 WILD DUCK RD	DE LA HARPE RHETT	110 WILD DUCK RD
126-9	112 WILD DUCK RD	KOVAK STANLEY H	112 WILD DUCK RD
126-10	116 WILD DUCK RD	SHIUE PETER S & VIVIAN J LEE-	116 WILD DUCK RD
126-11	103 WILD DUCK RD	PETRUCELLI LAURA ALEXANDRA &	103 WILD DUCK RD
126-12	93 WILD DUCK RD	OTTENS JONATHAN G & ELAINE M	93 WILD DUCK RD
127-4-15	50 MARVIN RIDGE PL	ALBERT BRADLEY &	50 MARVIN RIDGE PL
127-4-26	34 WOODLAND PL	MATHEWS GEORGE &	34 WOODLAND PL
127-4-27	39 MARVIN RIDGE PL	HARVEY WENDY L	39 MARVIN RIDGE PL
127-4-28	41 MARVIN RIDGE PL	DEMATTIA JOHN S & GRETCHEN D	41 MARVIN RIDGE PL
127-4-29	43 MARVIN RIDGE PL	MENDOLA TIM & KRISTIN L	43 MARVIN RIDGE PL

[illegible]

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THIS INSTRUMENT WAS PREPARED BY:

Spencer Merritt
 TD Bank, N.A.
 32 Chestnut Street
 Lewiston, ME 04240

AFTER RECORDING RETURN TO:

Imaging Department
 TD Bank, N.A.
 32 Chestnut Street
 Lewiston, ME 04240

(Space Above This Line For Recording Data)

LOAN NUMBER: 5003561834

MIN: 100341850035618341

OPEN-END MORTGAGE DEED

DEFINITIONS. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated August 27, 2015, together with all Riders to this document.
- (B) "Borrower" is Barry Price, whose address is 1165 Fifth Avenue apt 13B, New York, New York 10029, and Jennifer Price, Co Owner, whose address is 1165 Fifth Avenue apt 13B, New York, New York 10029, who is/are the mortgagor(s) under this Security Instrument.
- (C) "MERS" is the Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888)679-MERS.
- (D) "Lender" is TD Bank, N.A.. Lender is a Bank organized and existing under the laws of the United States of America. Lender's address is 2035 Limestone Road, Wilmington, Delaware 19808.
- (E) "Note" means the promissory note signed by Borrower and dated August 27, 2015. The Note states that Borrower owes Lender One Million Eight Hundred Fifty-five Thousand and 00/100 Dollars (U.S. \$1,855,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2045.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by the Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
- | | | |
|------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Other(s) [specify]: |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | Construction Loan Rider |

CONNECTICUT - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 © 2004-2015 Compliance Systems, Inc. 1385f6e9-5a9abff7 - 2015.3.5.1010
 Single Family Real Estate - Security Instrument DL2047

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Form 3007 1.01

www.compliancesystems.com

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- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of the law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower in consideration of this debt does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

County of Fairfield:

Address: 166 Old Huckleberry Road, Wilton, Connecticut 06897

Legal Description: See Attached Legal Description

("Property Address").

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to

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the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment

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and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an

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agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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

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certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights

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are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous

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conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

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

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

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

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

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be

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released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and

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include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.
18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might

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be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any

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removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and foreclosure or sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in court the non-existence of a default or any other defense of Borrower to acceleration and foreclosure or sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any of the remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
23. **Release.** Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
24. **Waivers.** Borrower waives all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisement of the Property and relinquishes all rights of curtesy and dower in the Property.
25. **Future Advances.** Lender is specifically permitted, at its option and in its discretion, to make additional loans and future advances under this Security Instrument as contemplated by Section 49-2(c) of the Connecticut General Statutes, and shall have all rights, powers and protections allowed thereunder.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Barry Price By Michael J. Franco Attorney in Law
Barry Price Date 8/27/15

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Jennifer Price By Mr. Andrew J. Franco
 Jennifer Price Date 8/27/15 ATTORNEY IN FACT

Witnessed by:

[Signature]
 Name:

8/27/15
 Date

Kelley Franco Throop

[Signature] 8/27/15
 Name: Larry E. Freeman Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CONNECTICUT) NEW HAVEN
 COUNTY OF FAVIER) (New Haven)
 NEW HAVEN)

The foregoing instrument was acknowledged by Barry Price, and Jennifer Price, before me on August 27, 2015. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires:

Na

Larry E. Freeman

(Official Seal) Commissioner of the Superior Court

LOAN ORIGINATOR COMPANY NAME: TD Bank, N.A.

NMLS COMPANY IDENTIFIER: 399800

LOAN ORIGINATOR NAME: Suzanne Matheson

NMLS ORIGINATOR IDENTIFIER: 830179

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NMLS COMPANY IDENTIFIER: 399800
NMLS ORIGINATOR IDENTIFIER: 830179

CONSTRUCTION RIDER

This RIDER is made this 08/27/2015, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of this date given by the undersigned (the "Borrower") to TD Bank, N.A. with an office at 2035 Limestone Road, Wilmington, Delaware 19808 (the "Lender"), which Security Instrument secures Property described in the Security Instrument. These changes will only apply during the "Construction Phase" beginning on the date of this Rider and ending on the "Rider Completion Date" (the first calendar day of the month following the Completion Date as established in the Construction Loan Agreement and any amendments thereto).

The Borrower agrees to complete the construction, erection or repair of the Property to the satisfaction of the Lender within a reasonable period of time from the date of this Rider or at the latest on or before the Completion Date.

1. Construction Loan.

The buildings or improvements on the Property described in the Security Instrument are in the process of construction or repair, or are to be erected or repaired. The Lender has agreed to make the loan described in the Security Instrument to be paid over to the Borrower in installments as the work progresses, the time and amount of each advancement to be at the sole discretion and upon the estimate of the Lender, up to a maximum principal amount as stated in the Note.

This Security Instrument secures all presently outstanding and all FUTURE ADVANCES from the Lender to the Borrower pursuant to the Note secured by the Security Instrument and the Construction Loan Agreement relating to the Note, up to the maximum principal sum as stated in the Note, plus interest, amounts advanced to protect the security, and any other sums that may be due under the Construction Loan Agreement and the Note.

Upon request of Borrower and in accordance with the provisions of the Construction Loan Agreement, the Note and this Security Instrument governing loan advances, Lender may hereafter at any time before full payment and performance of the obligations secured hereby, make additional and future loans and advances to Borrower, which additional and future loans and advances are specifically permitted to be made under the Construction Loan Agreement, the Note and this Security Instrument, and shall be secured hereby equally with that portion of the loan initially advanced to Borrower on or as of the date hereof. Such loans and advances shall be evidenced by the Note; provided, however, that the principal amount of the indebtedness secured by this Security Instrument, including any such future loans and advances, shall not exceed the original stated principal amount of the loan, which is the full amount of the loan authorized by the Note, and provided further that the time of repayment of the loan and such advances shall not extend the time of repayment beyond the maturity date as set forth in the Note.

The Borrower agrees that any default under the Note secured by the Security Instrument or under the Construction Loan Agreement may be considered at Lender's option a default under the Security Instrument, giving the Lender the right to exercise any and all rights and remedies available under Applicable Law, and under the Note and the Security Instrument. In addition, in the event of any default under the Security Instrument (as amended by this Rider), the Note secured thereby (as amended by Rider), or the Construction Loan Agreement, the Lender may at its option, but shall not be required to, complete the construction, erection or repair of the Property and add the cost of such completion to the amounts secured by the Security Instrument, provided that the total cost of construction, erection or repair of the Property secured by the Security Instrument shall not be greater than the full loan amount referred to above.

The Borrower further agrees that *Section 19* of the Security Instrument and the requirements of notice and opportunity to cure in *Subparagraphs b* and *c* of *Section 22* of the Security Instrument shall not apply in the event of a default under any provision, condition or requirement of the Construction Loan Agreement relating to the construction, erection or repair of the Property or to construction advancements made or to be made by the



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Lender. Notwithstanding the foregoing, if a 1-4 Family Rider is recorded with the Security Instrument, the Borrower agrees that *Subparagraphs b and c of Section 22* of the Security Instrument shall not apply to the Borrower and shall be considered deleted in its entirety from the Security Instrument.

2. Application of Payments or Proceeds.

The Borrower agrees that the first paragraph of Section 2 of the Security Instrument is amended to read as follows:

"2. Application of Payments or Proceeds. Any payments accepted and applied by the Lender in connection with the Note or this Security Instrument, including, without limitation, payments under Sections 1 and 3 of this Security Instrument, may be applied by the Lender towards accrued interest, late charges, prepayment charges, and all other amounts owed under the Note, the Construction Loan Agreement and this Security Instrument, in any order and in such amounts as the Lender may decide, as allowed by Applicable Law."

3. Occupancy.

Primary Residence. The Borrower agrees that Section 6 of the Security Instrument is deleted, and the following is inserted in its place:

"The Borrower agrees that the Property subject to the Security Instrument shall be occupied, established, and used as Borrower's principal residence immediately upon completion of the construction, erection or repair of the Property. The Borrower further agrees to continue to occupy the Property as the Borrower's principal residence for at least one year beginning when the Borrower first occupies the Property following completion of the construction, erection or repair of the Property. However, Borrower will not have to occupy the Property and use the Property as Borrower's principal residence within the timeframe set forth above if Lender otherwise agrees in writing, which consent shall not be unreasonably withheld. Borrower will also not have to occupy the Property or use the Property as Borrower's principal residence within the timeframes set forth above if extenuating circumstances exist which are beyond the Borrower's control."

4. Security Interest in Materials.

The Borrower agrees that the Property subject to the Security Instrument includes all materials, fixtures, and equipment now or hereafter owned by the Borrower and to be used in connection with the construction, erection or repair of the Property described in the Security Instrument. The Borrower agrees that the Lender has a security interest in all such materials, fixtures, and equipment subject to no prior security interest or lien in favor of any other party.

This paragraph is intended to serve as a "fixture filing" as to goods, which are to become fixtures on the Property. The Secured Party's (Lender's) address and the description of the Property to which goods may be affixed are set forth in the Security Instrument. Debtors' (Borrowers') address is:

166 Old Huckleberry Road
Wilton, CT 06897

5. General.

All terms and conditions in the Security Instrument, as they are amended by this Construction Rider, and all other terms and conditions in the Security Instrument which are not affected by this Construction Rider, are, and shall remain in full force and effect. All references in the Security Instrument and in this Construction Rider to the "Security Instrument" are to the Security Instrument as this Construction Rider amends it. Upon completion of the Construction Phase, Borrower agrees to pay the total outstanding balance together with interest by making payments every month in accordance with the terms of the Note and Security Instrument.

Upon the Rider Completion Date, as may be modified by amendment to this Rider, this Construction Rider shall have no further force and effect.



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By signing below, Borrower(s) accepts and agrees to the terms and provisions contained in this Rider.

Barry Price By Debra J Franco ATTORNEY IN FACT
Barry Price Date 8/27/15

Jennifer Price By Debra J Franco ATTORNEY IN FACT
Jennifer Price Date 8/27/15



00138181

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SCHEDULE A

All that certain tract or parcel of land situated in the Town Wilton at Whortleberry Hills so called containing Four and One Half acres more or less bounded:

Northerly by land formerly of William D. Gregory;

Easterly by Highway;

Southerly by land of Harry B. Thayer;

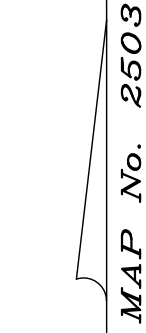
Westerly by the Estate of Lucene M. Monroe.

Excepting therefrom premises conveyed in a deed from Agnes T. Artell to David G. Marvin dated October 27, 1965 and recorded in Volume 115 at page 660 of the Wilton Land Records.

Together with premises conveyed in a deed from David G. Marvin to Agnes T. Artell dated October 27, 1965 and recorded in Volume 115 at page 663 of the Wilton Land Records.

Premises also designated as Parcel B Area = 2.912 acres and Parcel D = 1.371 acres on a map entitled, "Map Showing Exchange of Properties Between Agnes T. Artell & David G. Marvin Wilton, Connecticut Survey date Aug. 17, 1965" filed October 29, 1965 as Map No. 2503 in the Office of the Wilton Town Clerk.

Received For Record
Aug 28, 2015 AT 12:39P
Lori A. Kaback
Wilton Town Clerk



AVERAGE GRADE CALCULATION WORKSHEET					
BUILDING	WALL	ELEVATIONS		WALL LENGTH	
	A	$94.9' + 96.0'/2 = 95.45'$	X	25.6'	2443.52
	B1	$96.0' + 106.8'/2 = 101.4'$	X	11.6'	1176.24
	B2	$106.8' + 106.8'/2 = 106.8'$	X	32.5'	3471.00
	C	$106.8' + 106.4'/2 = 106.6'$	X	50.0'	5330.00
	D	$106.4' + 106.6'/2 = 106.5'$	X	25.7'	2737.05
	E	$106.6' + 106.8'/2 = 106.7'$	X	50.0'	5335.00
	F	$106.8' + 106.3'/2 = 106.55'$	X	41.2'	4389.86
	G	$106.3' + 107.3'/2 = 106.8'$	X	24.6	2627.28
	H	$96.6' + 95.8'/2 = 96.2'$	X	46.9'	4511.78
	I	$95.8' + 95.5'/2 = 95.65'$	X	40.8'	3902.52
	J	$95.5' + 94.5'/2 = 95.0'$	X	21.7'	2061.50
	K	$94.5' + 99.7'/2 = 97.1'$	X	35.4'	3437.34
	L1	$99.7' + 99.7'/2 = 99.7'$	X	32.1'	3200.37
	L2	$99.7' + 94.9'/2 = 97.3'$	X	11.4'	1109.22
	TOTALS			449.5'	45,732.68
EXISTING AVERAGE GRADE ELEVATION = $45732.68/449.5' = 101.7'$					

- NOTES:**
1. This survey has been prepared in accordance with Sections 20-300b-1 thru 20-300b-20 of the Regulations of Connecticut State Agencies and the Standards for Surveys and Maps in the State of Connecticut as adopted by the Connecticut Association of Land Surveyors, Inc. as an Improvement Location Survey the Boundary Determination Category of which is a Resurvey conforming to Horizontal Accuracy Class A-2 and Vertical Accuracy Class V-2 with respect to the location of improvements depicted with dimensions from property lines or other physical locations. Physical features depicted without specific dimensions are indicated for reference only. The purpose of this survey is to depict 100' wetland buffer demarcation boulders, edge of lawn and retaining wall elevations
 2. Property designated as **Parcels B and D, Map #2503 of the Wilton Land Records (W.L.R.)**.
 3. Reference is made to Warranty Deed dated March 23, 2015 and recorded in Vol. 2417 at Pg. 174 of the W.L.R.
 4. Property located in R-2A Residence Zone.
 5. Wetlands delineated by Roy Shook Associates, Soil and Environmental Consultants, Coventry, CT.
 6. Inland wetland limits numbered 101-105 delineated by Land-Tech Consultants, Inc., Westport, CT. Christopher P. Allan, Professional Soil Scientist.
 7. Property located in Flood Zone X as depicted on Flood Insurance Rate Maps prepared by the Federal Emergency Management Agency. Reference is hereby made to Community-Panel Number 090020 0387 F, Dated June 18, 2010.
 8. Reference is made to Inland Wetlands Permit No. WET#1860.
 9. All monumentation, found or set, depicted hereon.
 10. Elevations depicted hereon are based on assumed datum.

23/1/2023 3:08 PM H:\Jobfiles2\8000\8600\8666RF\8666 Price\DWG\8666 IL5 (2023-06).dwg

November 13, 2023

HAND DELIVERED

Zoning Board of Appeals
Town of Wilton
238 Danbury Road
Wilton, CT 06897

Subject: Directions to 166 Old Huckleberry Road, Wilton, CT from Wilton Town Hall, 238 Danbury Road, Wilton, CT

Dear Zoning Board of Appeals Members,

Below, please find the directions to the subject property from Wilton Town Hall:

WILTON TOWN HALL

238 Danbury Rd, Wilton, CT 06897

Take Cricket Ln to US-7 N/Danbury Rd

Take Belden Hill Rd to Old Huckleberry Rd
4 min (1.6 mi)

Drive to Old Huckleberry Rd
5 min (1.5 mi)

166 Old Huckleberry Rd
Wilton, CT 06897

Very truly yours,
LANDTECH

Andy Soumelidis, PE
Principal

November 13, 2023

HAND DELIVERED

Mr. Michael Wrinn
Zoning Board of Appeals
Town of Wilton
238 Danbury Road
Wilton, CT 06897

Subject: History of Previous Variances for 166 Old Huckleberry Road, Wilton, CT

Dear Mr. Wrinn and Zoning Board of Appeals Members:

LANDTECH performed a search on 166 Old Huckleberry Road on the history of previous variances issued in Wilton, CT and to the best of our knowledge and research, there are no known history of variances granted. for the property mentioned above.

If you require any further information, please do not hesitate to contact me at 203.454.2110 ext. 200 or Asoumelidis@landtechconsult.com.

Very truly yours,
LANDTECH



Andy Soumelidis, PE



Certificate of Mailing — Firm

Name and Address of Sender LANDTECH 518 Riverside Ave Westport CT 06880	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here <i>Postmark with Date of Receipt.</i>			
	Postmaster, per (name of receiving employee)					
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airlift
1.	Second Taxing District City of Norwalk 164 Water Street Norwalk, CT 06854					
2.	Town of Wilton 238 Danbury Road Wilton, CT 06897					
3.	William & Mary Beth Shaughnessy 86 Wild Duck Road Wilton, CT 06897					
4.	Thomas & Jacqueline Durels 94 Wild Duck Road Wilton, CT 06897					
5.	Francine Rodriguez 98 Wild Duck Road Wilton, CT 06897					
6.	Joseph & Sarah Michaels 106 Wild Duck Road Wilton, CT 06897					



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	Postmaster, per (name of receiving employee)					
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airlift
1.	Rhett De La Harpe 110 Wild Duck Road Wilton, CT 06897					
2.	Stanley Kovak 112 Wild Duck Road Wilton, CT 06897					
3.	Peter & Vivan Shiue 116 Wild Duck Road Wilton, CT 06897					
4.	Alexandra & Laura Petrucelli 103 Wild Duck Road Wilton, CT 06897					
5.	Jonathan & Elaine Ottens 93 Wild Duck Road Wilton, CT 06897					
6.	Bradley Albert & 50 Marvin Ridge Place Wilton, CT 06897					



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1.	George Mathews 34 Woodland Place Wilton, CT 06897					
2.	SIMMELKJAER ROBERT T & KA 6 SIDE HILL RD Wilton, CT 06897					
3.	Wendy Harvey 39 Marvin Ridge Place Wilton, CT 06897					
4.	John & Gretchen Demattia 41 Marvin Ridge Place Wilton, CT 06897					
5.	Tim & Kristin Mendola 43 Marvin Ridge Place Wilton, CT 06897					
6.						



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Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Second Taxing District
City of Norwalk
164 Water Street
Norwalk, CT 06854

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Town of Wilton
238 Danbury Road
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

William & Mary Beth Shaughnessy
86 Wild Duck Road
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Thomas & Jacqueline Durels
94 Wild Duck Road
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Francine Rodriquez
98 Wild Duck Road
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Joseph & Sarah Michaels
106 Wild Duck Road
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Rhett De La Harpe
110 Wild Duck Road
Wilton, CT 06897

Planning & Zoning Department
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238 Danbury Road
Wilton, CT 06897

Stanley Kovak
112 Wild Duck Road
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Peter & Vivian Shiue
116 Wild Duck Road
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Laura Alexandra Petrucelli
103 Wild Duck Road
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Jonathan & Elaine Ottens
93 Wild Duck Road
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Bradley Albert
50 Marvin Ridge Place
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

George Mathews
34 Woodland Place
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Wendy Harvey
39 Marvin Ridge Place
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

John & Gretch Demattia
41 Marvin Ridge Place
Wilton, CT 06897

Planning & Zoning Department
Wilton Town Hall
238 Danbury Road
Wilton, CT 06897

Tim & Kristin Mendola
43 Marvin Ridge Place
Wilton, CT 06897

December 1, 2023

Wilton Zoning Board of Appeals
Wilton Planning & Zoning Department
Wilton Environmental Affairs Department
Wilton Department of Public Works
Wilton Health Department
238 Danbury Road, Town Annex
Wilton, CT 06897

Subject: Applications for 166 Old Huckleberry Road, Wilton

To whom it may concern,

I hereby authorize LANDTECH to act as my agent in matters pertaining to the submission of applications and securing permits for my property at 166 Old Huckleberry Road in Wilton, CT.

Very Truly Yours,

A handwritten signature in cursive script that reads "Barry Price".

Barry Price

166 OLD HUCKLEBERRY RD

Location	166 OLD HUCKLEBERRY RD	Mblu	126 / 6 /
Acct#	000160	Owner	PRICE BARRY & JENNIFER
Assessment	\$1,215,130	Appraisal	\$1,735,900
PID	6298	Building Count	1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$1,268,300	\$467,600	\$1,735,900
Assessment			
Valuation Year	Improvements	Land	Total
2018	\$887,810	\$327,320	\$1,215,130

Owner of Record

Owner	PRICE BARRY & JENNIFER	Sale Price	\$412,500
Co-Owner		Certificate	
Address	1165 5TH AVE #13B	Book & Page	2417/0174
	NEW YORK, NY 10029	Sale Date	03/27/2015
		Instrument	7

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
PRICE BARRY & JENNIFER	\$412,500		2417/0174	7	03/27/2015
KJC REAL ESTATE DEVELOPMENT LLC	\$100,000		1844/0209	EX	12/27/2005
ARTELL AGNES T	\$3,000		0072/0325	00	11/01/1957

Building Information

Building 1 : Section 1

Year Built:	2016
Living Area:	4,720
Replacement Cost:	\$1,189,938
Building Percent Good:	99

Replacement Cost
Less Depreciation: \$1,178,000

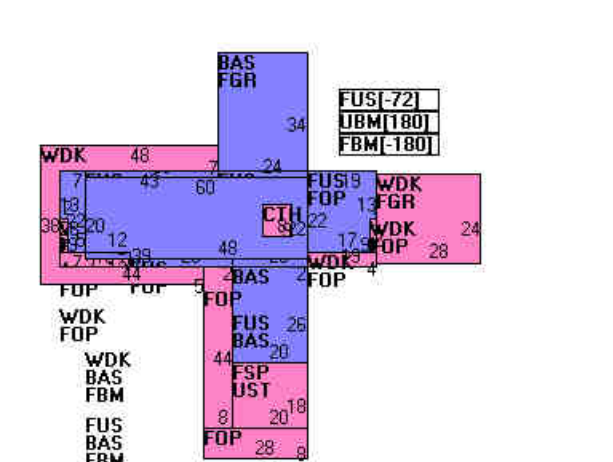
Building Attributes	
Field	Description
Style:	Modern/Contemp
Model	Residential
Grade:	Superior ++
Stories	
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure:	Flat
Roof Cover	Asphalt Shngl.
Interior Wall 1	Drywall
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Marble
Heat Fuel	Geothermal
Heat Type:	Hydro Air
AC Type:	Central
Total Bedrooms:	6 Bedrooms
Total Bthrms:	7
Total Half Baths:	1
Extra Fix	6
Total Rooms:	15
Bath Style:	Average
Kitchen Style:	Average
Elevator	
Fireplaces	2
Sauna	
Spa/Jet Tub	
Whirlpool Tub	
Cath. Ceil	72
Num Park	
Fireplaces	
# of Kitchens	1
Fndtn Cndtn	
Basement	

Building Photo



(https://images.vgsi.com/photos/WiltonCTPhotos/\A00\01\28\50.jpg)

Building Layout



(https://images.vgsi.com/photos/WiltonCTPhotos//Sketches/6298_6298.jpg)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	2,744	2,744
FUS	Upper Story, Finished	1,976	1,976
CTH	Cathedral	72	0
FBM	Basement, Finished	1,140	0
FGR	Garage	1,536	0
FOP	Open Porch	1,404	0
FSP	Screen Porch	360	0
UBM	Basement, Unfinished	180	0
UST	Utility, Storage, Unfinished	360	0
WDK	Wood Deck	1,546	0
		11,318	4,720

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
GEN	Generator	0.00 UNITS	\$0	1

Land

Land Use		Land Line Valuation	
Use Code	1-1	Size (Acres)	4.28
Description	Residential	Frontage	
Zone	R-2	Depth	
Neighborhood	05	Assessed Value	\$327,320
Alt Land Appr Category	No	Appraised Value	\$467,600

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAT1	Patio			3804.00 S.F.	\$32,500	1
SPL1	Pool IG Concrct			1520.00 S.F.	\$57,800	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$1,268,300	\$467,600	\$1,735,900
2020	\$1,268,300	\$467,600	\$1,735,900
2019	\$1,268,300	\$467,600	\$1,735,900

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$887,810	\$327,320	\$1,215,130
2020	\$887,810	\$327,320	\$1,215,130
2019	\$887,810	\$327,320	\$1,215,130