

CONSERVATION EASEMENT 1

6 NEWTOWN TURNPIKE

WHEREAS, Phoenix Reid, LLC (the "Owners") are the owners of a certain tract of real property at 6 Newtown Turnpike in the Town of Westport, County of Fairfield and State of Connecticut (hereinafter, "Premises"), described and shown as "Lot 4A" on a certain map (the "Map"), recorded in the Westport Land Records as Map # _____, entitled "Conservation Easement Relocation," prepared by LandTech for Phoenix Reid, LLC, 6 Newtown Turnpike, Westport, CT 06880, dated 10/2/2025, Sheet SV-1.0.

WHEREAS, the Westport Planning and Zoning Commission at a meeting held on September 3, 2015, granted an approval for a 2-lot subdivision of the Property by Resolution #PZ-15-024 dated September 8, 2015 (the "Resolution"); and

WHEREAS, the Resolution subjected the approval to certain Modifications, including without limitation the creation of a conservation easement 1 covering 4,057 SF of the property; and

WHEREAS, such conservation easement area (the "Easement Area") is shown on the Map as "Conservation Easement 1 4,057 SF 0.093 AC.," bounded at the north and east by the boundaries of the property and to the south and west by the boundaries of marked on the MAP as "Conservation Easement 1 as Shown on Map No. xxx and Recorded in Vol. xxx Pg xxx in the Westport Land Records";

NOW, THEREFORE, the Owners, on behalf of themselves, successors and assigns, covenant and agree as follows:

1. The "Whereas" clauses above are material and enforceable statements and are incorporated herein by reference.
2. A Conservation Easement in perpetuity is created from the date hereof, on, over and across said Easement Area to keep said Easement Area in its natural state as an open space.
3. The use and enjoyment of the Easement Area shall be consistent with the aforesaid desires and intentions.
4. The grant of this Conservation Easement shall be for the benefit of the Owners and the Town of Westport.

5. Within the Easement Area, it shall not be permitted without the approval of the Planning and Zoning Commission to: (a) erect, build or place any buildings, fences, walls, bridges or other structures on the land, (b) excavate, fill, regrade or otherwise disturb the topography of the land within said Easement Area from its present condition, (c) conduct any use or activity including, but not limited to, mowing, clearing, cutting or removing vegetation that will materially alter the landscape or scenic features, (d) dump trash or any unsightly or offensive material. In addition, cutting, maintaining, removing or replacing trees and shrubs in the Easement Area shall not be permitted without the recommendation of a licensed arborist.
6. It is understood, however, that the Conservation Easement herein granted permits the Owners and their successors in interest to use the Premises for all purposes, present and future, not inconsistent with this grant.
7. Nothing herein shall prevent the Owners or their successors in interest from conducting required maintenance of the Easement Area including pruning or removing dead or diseased vegetation and trees (if such vegetation and trees are confirmed to be dead or diseased) and to add any native flora to enhance the natural and/or wildlife value to the property. Notwithstanding the above, cutting, maintaining, removing, planting or replacing any trees or shrubs, whether alive, dead, or diseased, in the Easement Area shall require the recommendation of a licensed arborist.
8. This Conservation Easement shall not commit the Town of Westport to take any action to preserve the existing habitat. This Conservation Easement will not give the Owners the right to make any claim against the Town of Westport for future maintenance work to perpetuate and ensure the continued existence of the natural habitat.
9. This Conservation Easement shall run with the land and be binding on the Owners and their successors and assigns of the interests in the Premises, and the term "Owner" as used in this Agreement shall include all such future owners, administrators, executors, successors, and assignees.

IN WITNESS WHEREOF, Owner has executed this instrument this ___ day of _____, 2025.

Signed in the presence of
the following witnesses:

Print Name:
Print Address:

Print Name:
Print Title:

Print Name:
Print Address:

State of Connecticut)
)
County of _____)
Connecticut

ss. _____,

On this the _____ day of _____, 2025, before me, the undersigned officer, personally appeared

_____, who acknowledged him or herself to be a _____ of Venti LLC, a (member managed or manager managed) limited liability company, and that he or she, as such, and being authorized so to do, executed the foregoing instrument for the purposes therein contained as his or her free act and deed.

In witness whereof I hereunto set my hand.

Signature of Notary Public)
Date Commission Expires: _____

Westport Land Records Map Number: _____