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AGRICULTURAL PRESERVATION
RESTRICTION, VIEW EASEMENT AND
ARCHITECTURAL RESTRICTION

I. Grantor Clause:

We, EDWARD S. CHILD and BARBARA C. CHILD, of West Tisbury, County of Dukes County, Massachusetts with an address of RFD 476, Vineyard Haven, Massachusetts ("Grantor") for FOUR HUNDRED THREE THOUSAND (\$403,000.00) DOLLARS, and other good and valuable consideration, grant, in and to the property described below, to the MARTHA'S VINEYARD LAND BANK COMMISSION, a corporate body politic with a principal place of business at Main Street, Edgartown, Massachusetts ("Grantee") an Agricultural Preservation Restriction, View Easement and Architectural Restriction, and Trail Easement Agreement (the "Restriction") in perpetuity on that parcel of land located on Lambert's Cove Road in the Town of West Tisbury, Dukes County, Massachusetts,* (the "Premises") in accordance with the following terms and conditions:

II. Purposes:

The purpose of the Restriction is to assure a.) that the Premises will be retained predominantly in their scenic and open condition for conservation purposes; b.) that scenic beauty or special environmental value within or adjacent to public ways will be restored, preserved or enhanced, and in particular to

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* being more particularly described in deed of Mary W. Butler to Grantor dated April 5, 1954 and recorded in the Dukes County Registry of Deeds in Book 226, Page 26

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preserve the scenic views from Lambert's Cove Road across the open field; and c.) that no use shall be made of the Premises, and no activity shall be permitted which is or may be inconsistent with the protection, preservation and use of agricultural lands.

III. Prohibited Acts and Uses:

A. Enumeration.

Subject to the exceptions set forth in paragraph B below and except as otherwise provided herein, neither the Grantor nor the heirs, devisees, successors or assigns of the Grantor will perform or permit the following acts or uses on, over or under the Premises:

1. Except as presently exists as of the date hereof, and except as otherwise provided herein, there shall be no construction or placing of any residential dwellings, structures, buildings, guest houses, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on or above the Premises.

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other

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mineral resource or natural deposit, except in connection with the agricultural use of the Premises.

3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever, or the installation of underground storage tanks, except in connection with the agricultural use of the Premises.

4. The Premises shall be conveyed as a unit, whether or not said Premises are comprised, as of the date of this Restriction, of more than one separate legal parcel. No subdivision or division of the Premises, or any portion thereof into two or more lots, whether new or existing as of the date of this Restriction, shall be permitted except that, in accordance with the procedures set forth under Section C herein, the Grantee may in their sole discretion approve such division of land as it deems necessary to further the purposes of this Restriction.

5. No use shall be made of the Premises, and no activity thereon shall be permitted which is or may be inconsistent with the intent of this grant, which purposes are set forth in Paragraph II above. No activity, including, but not limited to, drainage or flood control activities shall be carried on which is detrimental to the actual or potential agricultural use of the Premises, or detrimental to water conservation, soil

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conservation, or to good agricultural and/or forestry management practices or which is otherwise wasteful of the natural resources of the Commonwealth of Massachusetts.

6. The blocking or impairment of the view to be created from Lambert's Cove Road over the fields. It is expressly understood and agreed that the Grantor shall, in or within one year from the date hereof, clear a view from Lambert's Cove Road of the existing fields, which view shall be satisfactory to the Land Bank in its sole discretion. The Grantor shall be obligated to maintain the view, once cleared, and shall be further obligated to mow the fields no less than once every three years. In the event the Grantor fails to clear the view from Lambert's Cove Road in a manner satisfactory to the Land Bank, in its sole discretion, or fails to maintain the fields as set forth above, the Land Bank shall have the right, after thirty (30) days notice to Grantor, to enter onto the Premises for the purposes of clearing or maintaining the views, and to mow and/or maintain the fields. Any such maintenance or clearing activities by the Land Bank shall be at its own cost, expense, and liability.

7. Any other use of the Premises or activity which would destroy significant scenic interests unless necessary for the protection of the Restriction.

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B. Exceptions to Otherwise Prohibited Acts and Uses.

The following acts and uses otherwise prohibited in Paragraph A of Article III shall be permitted, but only if such acts or uses do not materially impair the purposes of the Restriction:

1. Renovation, improvements, additions, removal and replacement of the existing single-family residential dwelling (the "Dwelling") or of any other structures or improvements within the Building Envelope and allowed under applicable zoning located within the designated "Building Envelope" delineated on the sketch plan attached hereto as Exhibit "A" and incorporated herein by reference; provided that if said Dwelling is expanded or enlarged, every effort shall be made to minimize the visual impact from Lambert's Cove Road, and further provided that any work on the exterior shall be traditional, and in conformity with the existing style of the Dwelling, and further provided that all such exterior improvements shall first be approved in writing as provided in Paragraph C below. Additions and any other structures or improvements will be sited westerly of the Dwelling, i.e., in the direction away from Lambert's Cove Road.

2. The lay-out of a trail head adequate to park a maximum of two (2) vehicles (the "Trail Head") to be constructed using natural materials, in the area delineated on the sketch plan attached hereto as Exhibit "A".

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3. Acts and Use Exceptions Subject to Prior Approval of Grantee. Notwithstanding any prohibition to the contrary, the following acts or uses outside of the Building Envelope may be performed but only after receipt of the written approval of the Grantee, which approval shall not be unreasonably withheld.

a. Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposit as may be incidental to the installation or maintenance or removal of underground tanks, septic systems, utilities, and other underground structures or the maintenance of good drainage or soil conservation practices.

b. Other uses which, if properly carried out, would not cause material or irreversible damage.

4. Acts and Use Exceptions Requiring Neither Notice Nor Prior Approval. Notwithstanding any prohibitions to the contrary, the following acts and uses may be performed without notice to or the prior approval of the Grantee:

a. Selective clearing of trees for fire protection, unpaved trail and road maintenance, tick control, or otherwise to preserve the present condition of the Premises, including vistas;

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b. Woodland operations carried on in accordance with sound forest management practices (including the selective cutting and planting of trees);

c. Any passive outdoor recreational activities.

d. Clearing of woodlands for conversion to agricultural fields.

5. Notwithstanding any provision of this instrument to the contrary, the Grantor hereby reserves to and for themselves and their heirs, devisees, legal representatives, successors and assigns, all other customary rights and privileges of ownership including the right to privacy and to carry out regular agricultural practices, and the right to conduct or permit the following activities on the Premises:

a. The maintenance and use of existing trails and farm and wood roads on the Premises, substantially in their present condition or as reasonably necessary for the uses thereof. The construction of a new ten (10) foot wide trail around the periphery of the Premises (the "Trail"), the location of which Trail is set forth on Exhibit "A" attached hereto.

b. The construction or placing of buildings

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or structures for agricultural purposes, all subject to the prior written approval of the Grantee.

c. The installation, maintenance, repair, replacement, removal and relocation of utility facilities and services over the Premises for the purpose of providing utility services to the Premises, and the right to grant easements over the Premises for such utility purposes in accordance with the provisions of Massachusetts General Laws, Chapter 184, Section 32. As used herein, the term "utility facilities and services" shall not include sanitary disposal systems serving any residential or non-residential use of land. Notwithstanding anything to the contrary contained herein, Grantor shall have the right to repair, maintain and replace the well and septic system presently servicing the existing barn/house on the Premises.

C. Except as otherwise provided herein, the parties hereby covenant and agree that prior to the construction of any building or structure in the Building Envelope provided for in Paragraph III. B. 1. and shown on Exhibit "A" and for all other approvals required from the Grantee relative to this Restriction, the following procedure shall be followed:

1. The Grantor shall notify the Grantee, in writing of any intended use or intent to engage in any activity when such use or activity (including construction) requires

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approval hereunder, and shall submit to the Grantee plans and such other information as the Grantee requires to reasonably determine that the use, activity, structure or building is consistent with the purpose of this Restriction. Prior to making an application for approval under this section, the owner shall not secure other applicable permits required by local law, prior to notifying the holder(s) of the restriction of an intended use, activity, or structure requiring approval.

2. The Grantee shall approve, with or without conditions, within thirty (30) days of receipt of an application for approval, provided that Grantee finds that the proposed use, activity, structure or building is authorized by this Restriction and that said use, activity, structure or building shall not defeat or derogate from the purposes of this Restriction. If based on said findings, the Grantee shall approve, or approve with conditions, said request, it shall issue a Certificate of Approval suitable for recording within said thirty (30) day period. If the Grantee is unable to make the findings necessary for approval within said thirty (30) day period, it shall state in writing their reason therefore to the Grantor, or approval shall otherwise be deemed to have been given.

Grantee agrees that such approval shall not be unreasonably withheld.

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3. The Grantee reserves the right to inspect any approved use, activity, structure or building for conformity with its Certificate of Approval. In the case of a building or structure, upon its satisfactory completion in accordance with said approval and within thirty (30) days of Grantee's receipt of a request therefor, the Grantee shall issue to the Grantor a Certificate of Completion in recordable form, which when duly recorded shall be binding on all co-holders of this restriction.

IV. Access:

The Restriction hereby conveyed does not grant to the Grantee, to the public generally, or to any other person any right to enter upon the Premises, except there is granted to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith; to take any and all actions with respect to the Premises as are set forth herein and as may be necessary or appropriate with or without order of court, to remedy or abate any violation hereof; and to utilize the trail head and the trail as set forth in Exhibit "B" hereto. Except as otherwise provided herein, Grantee's rights shall include, in addition to all other right set forth herein, the right to enter into the Premises at any time, but only after reasonable notice to Grantor, and to take any and all actions which they deem appropriate to preserve the scenic views of the existing field on the Premises from Lambert's Cove Road.

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V. Grantee's Actions:

All actions to be taken by the Grantee shall be done, as it, in its sole discretion may decide. Nothing herein shall impose upon the Grantee any duty to maintain or require that the Premises be maintained in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

VI. Legal Remedies.

The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition at the time of this grant (it being agreed that the Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee. The Grantor, and the successors and assigns of the Grantor, covenant and agree to reimburse the Grantee and such of the Grantee as are so empowered, and the successors and assigns of the Grantee, covenant and agree to reimburse the Grantor all reasonable costs and expenses (including without limitation counsel fees) incurred in enforcing this Restriction or in remedying or abating any violation thereof. By its acceptance, the Grantee does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Restriction shall to any extent be held invalid, the

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remainder shall not be affected.

VII. Assignability.

The burdens of this Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and any other person holding any interest in the Premises. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction. The Grantor on behalf of themselves and their successors appoints the Grantee its attorneys-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances from time to time: (i) as a condition of any assignment, the Grantee requires that the purpose of the Restriction continue to be carried out, and (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Restriction directly. Nothing contained herein shall prohibit the Grantee from seeking to divide the Premises so as to obtain a complete interest in and to a portion of the overall acreage of the Premises in proportion to their respective

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percentage of undivided interest. Grantor and Grantee intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

Executed under seal this 21st day of October, 1998.

Edward S. Child
Edward S. Child

Barbara C. Child
Barbara C. Child

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

October 28, 1998

Then personally appeared the above-named Edward S. Child and Barbara C. Child and acknowledged the foregoing instrument to be their free act and deed, before me,

[Signature]
Notary Public
My commission expires: 7/8/05

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APPROVAL OF THE MARTHA'S VINEYARD LAND BANK COMMISSION

The undersigned, Chairman of the Martha's Vineyard Land Bank Commission, hereby approve the acceptance of the foregoing Agricultural Preservation Restriction, View Easement and Architectural Restriction granted by Edward S. Child and Barbara C. Child to the Martha's Vineyard Land Bank Commission, with respect to parcels of land located in West Tisbury, Massachusetts.

DATE: October 28, 1998

MARTHA'S VINEYARD LAND BANK COMMISSION

By: Sherman Goldstein, Chairman

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

October 28, 1998

Then personally appeared the above-named SHERMAN GOLDSTEIN, Chairman, and acknowledged the foregoing instrument to be the free act and deed of the Martha's Vineyard Land Bank Commission, before me

[Signature]
Notary Public

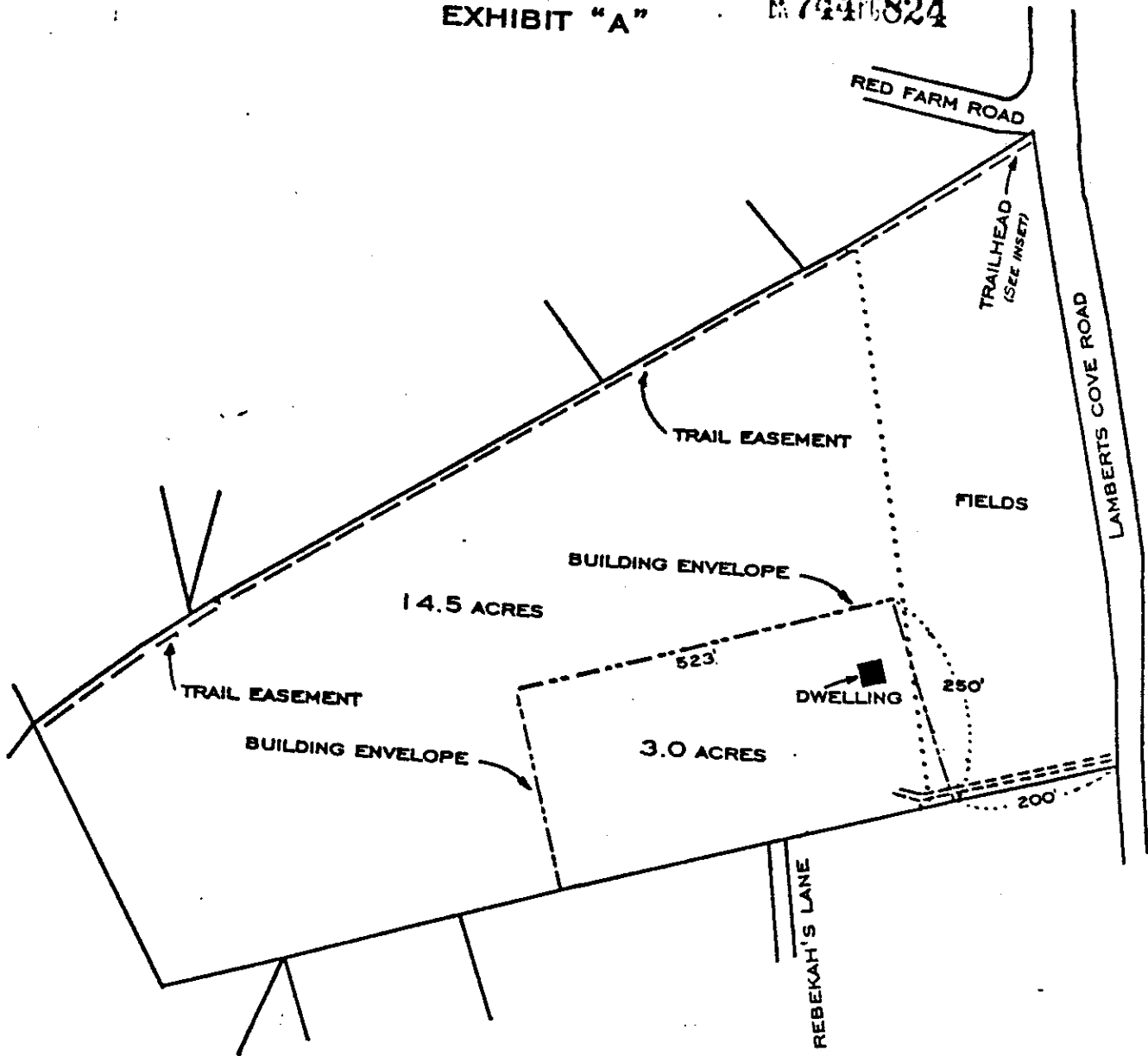
My commission expires:

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EXHIBIT "A"

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Edgartown, Mass. Oct 28 19 98
 at 11 o'clock and 56 minutes A M
 received and entered with Duke County Deeds
 Book 744 page 310

Attest:

June E. Pomeroy Registrar

