

DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Town	Book/Page	File Date	Consideration
23	RESTRICTION		00570/864	01/03/1992	0.00
Street	Street Name		Description		
Grantors	Grantees	Street	Property Description		
WOODS EDWIN N, WOODS JEANNE P TRS.	WEST TISBURY TOWN OF, VINEYARD CONSERVATION SOCIETY				
References	Book/Pg	Description	Recorded year		
	00570/864	RESTRICTION	2004		
References Certificate					

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COMMONWEALTH OF MASSACHUSETTS

AGRICULTURAL PRESERVATION RESTRICTION

Edwin N. Woods and Jeanne P. Woods, Trustees under that certain Trust Agreement dated May 18, 1987, and recorded in the Dukes County, Massachusetts, Registry of Deeds at Book 481, Page 763, as amended by Amendment of Trust dated November 7, 1991, recorded with said Deeds at Book 567, page 758, having an address at P.O. Box 491, Santa Maria, California 93456, who with their successors in title to all or any portion of the Property as hereinafter defined are referred to as "Grantor," hereby grant in favor of the Town of West Tisbury, Massachusetts, acting through the Conservation Commission of the Town of West Tisbury, with a mailing address c/o Town of West Tisbury Town Hall, West Tisbury, Massachusetts, and the Vineyard Conservation Society, a Massachusetts charitable corporation with an address at P. O. Box 2189, Vineyard Haven, MA 02568, their successors and assigns, said Town of West Tisbury and said Vineyard Conservation Society collectively hereinafter referred to as "Grantee," an Agricultural Preservation Restriction (the "Restriction") in perpetuity, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code") and to Section 8c of Chapter 40 and Sections 31-33 of Chapter 184 of the General Laws of Massachusetts, on that parcel of land located in the Town of West Tisbury and described in Exhibit A attached hereto and incorporated herein by reference (the "Property") in accordance with the following terms and conditions:

WHEREAS, Grantor is reasonably contemporaneously herewith conveying the Property, subject to this Agricultural Preservation Restriction, to the Martha's Vineyard Agricultural Society, Inc. ("MVAS"), a Massachusetts charitable corporation with an address in West Tisbury, Massachusetts; and

WHEREAS, it is the intent of Grantor generally to allow MVAS to continue, at the Property, the full range of non-profit and educational activities MVAS has historically pursued, as well as limited commercial activities to the extent those limited commercial activities relate directly to the non-profit and educational function of MVAS, while at the same time perpetually restricting the Property against residential development, subdivision, industrial activities, and commercial activities unrelated to the historical activities of MVAS; and

WHEREAS, such restrictions and limitations will benefit Grantor's adjacent property, the Town of West Tisbury, the citizens of Martha's Vineyard, and the public at large; and

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WHEREAS, the historical activities of MVAS have included, but have not been limited to, carrying out agricultural activities and practices, improving and promoting the pursuits of agriculture, horticulture, land conservation, and related fields, as well as educational youth activities associated with these fields, and encouraging raising and improving plant and animal stock; and

WHEREAS, the historical activities of MVAS have also included, but have not been limited to, conducting horse and buggy rides, horse and cattle shows, farmers' markets, carnivals and antique car and engine shows, short-term rental of facilities to the Grange for related activities, and a variety of educational, community, recreational, and non-profit activities for government and civic groups, for the enjoyment of residents of Martha's Vineyard, and for others;

NOW, THEREFORE, this Restriction over the Property is of the nature and character and to the extent hereinafter set forth.

A. Grantor covenants that the Property will at all times be held, used, and conveyed subject to, and not used in violation of, the following restrictions as said restrictions may be limited or affected by the provisions of Paragraph B below:

- (1) No building, residential dwelling, tennis court, artificial swimming pool, asphalt or paved driveways, or paved roads, or paved parking lots, mobile home, utility pole, tower, conduit or line, or other temporary or permanent structure or improvement requiring construction shall be constructed, placed, or permitted to remain on the Property, except as specifically set forth in Paragraph B.
- (2) No loam, peat, gravel, soil, sand, rock, or other mineral resources or natural deposits shall be excavated, dredged, or removed from the Property.
- (3) No soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste, or other substance or material whatsoever shall be placed, stored, dumped, or permitted to remain on the Property except in connection with the agricultural use of the Property.
- (4) No commercial or industrial uses of the Property may be permitted, except as specifically set forth in Paragraph B.

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- (5) No use shall be made of the Property, and no activity thereon shall be permitted which is or may be inconsistent with the intent of this grant, being the perpetual protection and preservation of agricultural lands and the use of said lands for agricultural purposes, as determined by Grantee Vineyard Conservation Society. No activity, including but not limited to recreational activities and drainage or flood control activities, shall be carried on which is detrimental to the actual or potential agricultural use of the Property, or detrimental to water conservation, soil conservation, or to good agricultural and/or forestry management practices or which is otherwise wasteful of the natural resources of the Commonwealth of Massachusetts, except as specifically set forth in Paragraph B.
- (6) No subdivision or division of the Property, or any portion thereof, shall be permitted, and no lease for a term greater than one year shall be permitted.
- (7) No use or development of the Property other than for agricultural purposes, as said agricultural purposes may relate to non-profit uses or non-profit educational uses of the Property, shall be permitted, except as specifically set forth in Paragraph B.

B. Notwithstanding any provision of this instrument to the contrary, Grantor hereby reserves all customary rights and privileges of ownership as set forth below, including the right to privacy and to carry out regular agricultural practices, to improve and promote the pursuits of agriculture, horticulture, land conservation, and related fields, as well as educational youth activities associated with these fields, to encourage the raising and improving of plant and animal stock, and the right to conduct or permit the following activities on the Property:

- (1) The use of the Property, and the construction or placing of buildings or structures, for non-profit and non-profit educational purposes only, and for non-profit agricultural purposes and such limited commercial agricultural purposes as may be directly related to the permitted non-profit and non-profit educational uses of the Property.

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- (2) The installation, maintenance, repair, replacement, removal, and relocation of utility facilities and services over the Property for the purpose of providing utility services to the Property, and the right to grant easements over the Property 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 use of land.

C. This Restriction is authorized by Massachusetts General Laws, Chapter 184, Sections 31 through 33, Chapter 132A, Section 3 and Sections 11A through 11D, Chapter 40, Section 8c, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands and the use of said lands for agricultural purposes.

It is the responsibility of Grantee to enforce the terms of this Restriction. Nevertheless, any forbearance by Grantee to exercise its rights under this Restriction in the event of any breach of any term of this Restriction by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Restriction or of any of Grantee's rights under this Restriction. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

D. The Agricultural Preservation Restriction hereby conveyed does not grant to Grantee, to the public, or to any other person any right to enter upon the Property, except that Grantor hereby grants to Grantee the right to enter the Property in a reasonable manner and at reasonable times, for the purpose of inspecting the Property to determine compliance herewith, of enforcing this Agricultural Preservation Restriction, of taking any and all actions with respect to the Property as may be necessary or appropriate with or without order of court, to remedy or abate any violation hereof, and of recovering from Grantor any costs incurred in connection with remedying any violations of this Restriction. The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee for enforcement of this Agricultural Preservation Restriction.

E. If circumstances arise in the future that render the purpose of this Restriction impossible to accomplish, this Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of

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competent jurisdiction. Unless otherwise required by applicable law at the time, on the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made after the date of this grant, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Property, as such percentage interests are determined under the provisions of paragraph E(1), adjusted, if necessary, to reflect a partial termination or extinguishment of this Restriction. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with the conservation purposes of this grant.

- (1) Percentage Interests. For purposes of this paragraph, the parties hereto stipulate that as of the date of this grant the Restriction and the restricted fee interest in the Property each represent a percentage interest in the fair market value of the Property. Said percentage interests shall be determined by the ratio of the value of the Restriction on the date of this grant to the value of the Property, without deduction for the value of the Restriction, on the date of this grant. The values on the date of this grant shall be those values used to calculate the deduction for Federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the Baseline Documentation of the Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction.

For purposes of this paragraph, the ratio of the value of the Restriction to the value of the Property unencumbered by the Restriction shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant.

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- (2) Condemnation. If all or a part of the Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be respectively entitled to compensation in accordance with applicable law.

F. The benefits of this Restriction shall be in gross and shall not be assignable by Grantee, except (i) if as a condition of any assignment, Grantee requires that the purpose of this Restriction continues to be carried out, and (ii) if the assignee, at the time of assignment, qualifies under Section 170(h) of the Code and under the General Laws of the Commonwealth of Massachusetts as an eligible donee to receive this Restriction directly. In the event of termination of the existence of Grantee Vineyard Conservation Society, or the inability of Grantee Vineyard Conservation Society to carry out its responsibilities under this Restriction, Grantee Vineyard Conservation Society's benefits or responsibilities, as the case may be, shall be assigned to The Nature Conservancy, a non-profit charitable corporation incorporated under the laws of the District of Columbia and qualified to do business in the Commonwealth of Massachusetts.

G. If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, subject to the requirements of Article 97 of the Constitution of the Commonwealth of Massachusetts Grantor and Grantee may by mutual written agreement jointly amend this Restriction; provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Code and Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any such amendment shall be consistent with the purpose of this Restriction, shall not affect its perpetual duration, and shall not permit additional development or improvements to be constructed on the Property other than development or improvements permitted by this Restriction on its effective date. Any such amendment shall be recorded in the Registry of Deeds of Dukes County, Massachusetts. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

H. If any section or provision of this Restriction shall be held to be unenforceable by any court of competent jurisdiction, this Restriction shall be construed as though such section had not been included in it. If any section or provision of this Restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be

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given the construction that would render it valid. If any section or provision of this Restriction is ambiguous, it shall be interpreted in accordance with the policy and provisions expressed in the General Laws, Chapter 184, Sections 31 through 33, and Chapter 132A, Sections 3 and Sections 11A through 11D, and the regulations duly promulgated in accordance with said Chapters.

I. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this AGRICULTURAL PRESERVATION RESTRICTION is recorded in the Registry of Deeds of Dukes County, Massachusetts, after all signatures required by law have been affixed hereto.

IN WITNESS HEREOF, Grantor and Grantee have set their hands under seal on the dates set forth below, no Massachusetts deed excise stamps being affixed since none are required by law.

GRANTOR:

Edwin N. Woods Trust under
Trust Agreement dated May 18,
1987

11/22/91
Date

Edwin N. Woods, Trustee
Edwin N. Woods, Trustee

11/22/91
Date

Jeanne P. Woods, Trustee
Jeanne P. Woods, Trustee

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STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named Jeanne P. Woods, Trustee, who acknowledged on oath that she signed and executed the above and foregoing instrument as Trustee on the day and year therein mentioned as her own free voluntary act and deed.

WITNESS my signature and seal of office on this the 22 day of NOVEMBER, 1991.

Karla A. Owen
NOTARY PUBLIC

My Commission Expires:

DECEMBER 17, 1993



STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, the within named Edwin N. Woods, Trustee, who acknowledged on oath that he signed and executed the above and foregoing instrument as Trustee on the day and year therein mentioned as his own free voluntary act and deed.

WITNESS my signature and seal of office on this the 11 day of NOVEMBER, 1991.

Karla A. Owen
NOTARY PUBLIC

My Commission Expires:

DECEMBER 17, 1993



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APPROVAL AND ACCEPTANCE BY SELECTMEN OF THE TOWN OF WEST TISBURY

We, the undersigned members of the Board of Selectmen of the Town of West Tisbury, Massachusetts, hereby certify that at a meeting held on DECEMBER 20, 1991, we voted to approve and accept the foregoing Grant of Agricultural Preservation Restriction by Edwin N. Woods, Trustee, and Jeanne P. Woods, Trustee, to the Town of West Tisbury and the Vineyard Conservation Society, pursuant to Massachusetts General Laws Chapter 184, Section 32, and Chapter 40, Section 8c, and also hereby certify at said meeting we made a finding that this restriction is in the public interest.

BOARD OF SELECTMEN OF THE TOWN OF WEST TISBURY

By: [Signature: John J. Early] By: _____
By: [Signature: John S. Alley] By: _____
By: _____ By: _____

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss. 20th December, 1991

Then personally appeared the above-named [Signature: John Early] and [Signature: John Alley] and acknowledged the foregoing to be the free act and deed of the Board of Selectmen, before me.

[Signature: Maurine F. Healy]
Notary Public

My commission expires:

Notary Public
My Commission Expires April 6, 1995

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ACCEPTED BY GRANTEE:
VINEYARD CONSERVATION SOCIETY

James H. Cannon
By: Its: President

COMMONWEALTH OF MASSACHUSETTS

Dukes County

, ss.

December 30, 1991

Then personally appeared the above-named James H. Cannon
and acknowledged the foregoing instrument to be the free act and
deed of the Vineyard Conservation Society, before me.

Donna S. Post
Notary Public

My commission expires:

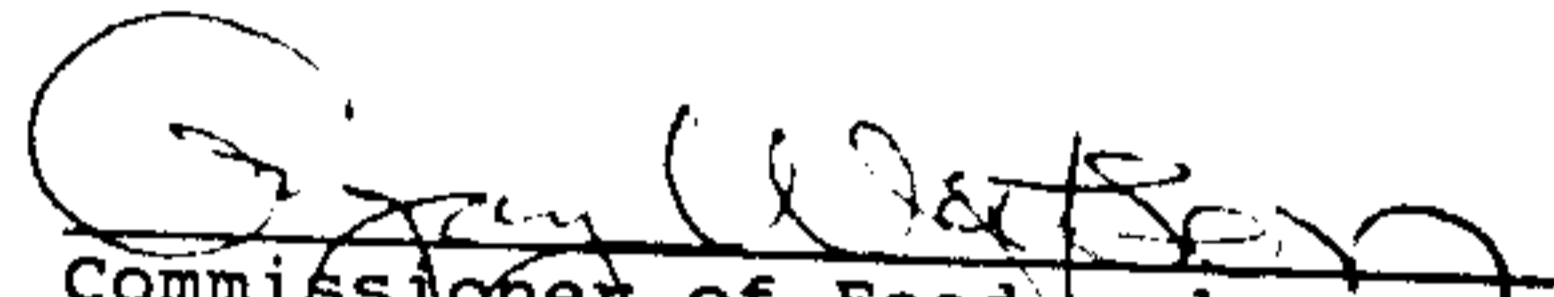
DONNA S. POST
Notary Public
My Commission Expires August 12, 1994

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APPROVAL BY COMMISSIONER OF THE DEPARTMENT OF
FOOD AND AGRICULTURE, COMMONWEALTH OF MASSACHUSETTS

The undersigned Commissioner of the Department of Food and
Agriculture, the Commonwealth of Massachusetts hereby certifies
that the foregoing Grant of Agricultural Preservation
Restriction by Edwin N. Woods, Trustee, and Jeanne P. Woods,
Trustee, to the Town of West Tisbury and the Vineyard
Conservation Society has been approved in the public interest
pursuant to Massachusetts General Laws, Chapter 184, Sections
31-33.

Date:



Commissioner of Food and
Agriculture
Gregory Watson

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

0123, 1991

Then personally appeared the above-named Gregory Watson
Commissioner and acknowledged the foregoing to
be his free act and deed as Commissioner of the Department of
Food and Agriculture, before me.


Notary Public
Tava Zadeh
My commission expires: 6/3/94

570PC875

EXHIBIT A TO
 AGRICULTURAL PRESERVATION RESTRICTION
 FROM EDWIN N. WOODS, TRUSTEE, AND
 JEANNE P. WOODS, TRUSTEE, TO
 THE TOWN OF WEST TISBURY AND
 THE VINEYARD CONSERVATION SOCIETY

A certain parcel of land, situated in West Tisbury, Dukes County, Massachusetts, containing about twenty three (23) acres more or less, being the same premises conveyed to Frederick N. Woods, Jr., by warranty deed from Jane K. Smith, Evalina W. Look and Agnes L. Hancock, dated October 17, 1924, recorded with said Registry of Deeds, Book 165, Page 262; to Frances Newhall Woods, by warranty deed from Frederick N. Woods, Jr., dated December 4, 1926 (Fourth Parcel), recorded with said Registry of Deeds, Book 172, Page 360; and to Edwin Newhall Woods, by warranty deed from Frances Newhall Woods, dated January 31, 1962 (First Parcel) recorded with said Registry of Deeds, Book 243, Page 526.

Being the same parcel of land confirmed by Boundary Agreement Deed between Edwin Newhall Woods and Albert B. and Margaret K. Littlefield dated June 27, 1986, and recorded with said Registry of Deeds, Book 460, Page 288.

Excepting and excluding a parcel conveyed by Edwin Newhall Woods to the Inhabitants of the Town of West Tisbury by quitclaim deed dated May 4, 1978, recorded with said Registry of Deeds, Book 358, page 304.

Received and entered with Dukes County
 book 570 page 864
 Attest: *Lucy W. [Signature]*
 Regis: