

BR38776 38

CONSERVATION RESTRICTION

Article 1 Recital

I, LEONA BAUMGARTNER LANGMUIR, of Chilmark, County of Dukes County, Massachusetts, in consideration of altruism, as a gift, grant to the Inhabitants of the TOWN OF WEST TISBURY, a municipal corporation within the County of Dukes, by and through its duly appointed Conservation Commission, a conservation restriction in perpetuity with respect to a parcel of land shown as Lot #5, consisting of 55.74<sup>±</sup> acres, on a plan entitled "Nat's Farm, Designed by: Vineyard Open Land Foundation, Phase 2, Surveyed for Leona Baumgartner Langmuir, February 19, 1981, Scale 1"-200', Dean R. Swift, Reg'd Land Surveyor, Vineyard Haven, Mass.", ~~a copy of which is appended hereto as Exhibit "A"~~ recorded as West Tisbury C.F. No 189.

The purpose of this restriction is to preserve said parcel in a predominantly open and natural state, to continue the agricultural productivity of said parcel, to preserve scenic public views and enjoyment along the adjacent byways and highways, to encourage the development of wind and other alternative energy power, and to continue the implementation of a network of pedestrian and equestrian byways on the Island of Martha's Vineyard.

Article 2 Land Uses

The terms of this conservation restriction are as follows:

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Neither the Grantor nor the Grantor's successors or assigns will perform the following acts nor permit others to perform them, hereby granting to the Grantee the right to enforce these restrictions against all persons:

1. No building, sign, outdoor advertising display, fence, mobile home, utility pole, or any other temporary or permanent structure will be constructed, erected, or maintained on said parcel, except as may be provided under paragraph five.
2. No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or unsightly or offensive material will be placed, stored, or dumped on said parcel.
3. No loam, peat, gravel, sand, rock or other material resource or natural deposit shall be excavated or removed from said parcel in such a manner as to affect the surface or subsurface thereof, except as may be provided under paragraph five.
4. No trees or other vegetation shall be cut or otherwise destroyed or removed, except for the uses and purposes set forth in paragraph five.
5. Notwithstanding anything contained in paragraphs one through four inclusive, the Grantor reserves for the Grantor and the Grantor's successors and assigns the right to conduct or permit the following uses and activities on the land affected by this restriction:

BM3876100

- a. the cultivation and harvesting of crops, flowers, haying, the mowing of grass, the grazing of livestock, animal husbandry, and like agricultural uses and the construction and maintenance of fences and ponds in connection therewith, all subject to applicable local development ordinances and by-laws.
- b. the installation of underground utilities.
- c. the construction of windmills for energy production and conservation purposes.
- d. the establishment and use of a ten-foot-wide path by the general public, at its own risk, on said parcel from Old County Road to the Martha's Vineyard State Forest for pedestrian and equestrian purposes only, at such location as the Grantor, or her successors in interest, may from time to time designate.

Article 3 Existing Agreements

The uses described in Article 2 of this restriction are specifically subject to the following:

- a. a certain conservation restriction recorded in the Dukes County Registry of Deeds in Book 303, Page 592, ~~a copy of which is attached hereto as Exhibit "B"~~,
- b. executed leases for agricultural use of said parcel between the Grantor and the Trustees of the Red Barn Realty

BM3876101

Trust, copies of which are attached hereto as Exhibits "C" and "D".

Article 4 Management and Enforcement

This restriction shall be administered by the Town of West Tisbury as a conservation restriction as defined by MGL Chapter 184, Sections 31-33 inclusive.

This restriction does not grant to the Town of West Tisbury or the public any right of access, except as set forth in Article 2 hereof, to the land subject hereto, and except for the purpose of inspecting the premises, to determine compliance herewith and enforcing the foregoing restriction and remedying any violation thereof, by legal process in any court of competent jurisdiction.

The foregoing restriction shall run with the land and inure to the benefit of the general public and the inhabitants of the Town of West Tisbury, in perpetuity.

Witness my hand and seal this 9<sup>th</sup> day of June,  
1981.

Leona Baumgartner Langmuir  
Leona Baumgartner Langmuir (Grantor)

COMMONWEALTH OF MASSACHUSETTS

SS. D. K.

Then personally appeared the above named Leona Baumgartner Langmuir and acknowledged the foregoing instrument to be her

BK3876102

free act and deed, before me,

Rosemary M. Munn  
Notary Public  
My commission expires: 2/6/87

We, the undersigned Board of Selectmen of the Town of West Tisbury, hereby certify approval of the receipt of the foregoing restriction under MGL Chapter 40, Section 8c.

John S. Alay  
[Signature]  
[Signature]

I, the Commonwealth of Massachusetts Secretary of Environmental Affairs, hereby certify receipt and approval of the foregoing restriction.

DATE: 7-16-81

John A. Bunch

EXHIBIT "C" BK38776103

LEASE  
NAT'S FARM  
North Pasture

This lease is made as of the 1st day of January, 1981, by and between LEONA BAUNGARTNER LANGMUIR, Lessor, and ROYAL S. DUMONT and JAMES F. ALLEY, individually and as Trustees of Red Barn Realty Trust (pursuant to a Declaration of Trust recorded with Dukes County Registry of Deeds in Book 309, Page 212), as Lessees, for the purposes of furthering the goals of open space protection in the Town of West Tisbury in keeping with the Declaration of Trust of the Vineyard Open Land Foundation, providing for the enhancement of the landscape through agricultural use as a visual amenity along the Old County Road and to assure the viability of the horse farm already established.

WITNESSETH: That said Lessor hereby leases to said Lessees the premises known as the North Pasture, consisting of 25 acres, more or less, located in the Town of West Tisbury, County of Dukes County, Massachusetts, and shown on Exhibit A attached hereto, subject to the following terms and conditions:

1. Lessees may use said premises solely for the purposes of:
  - a) the pasturing and grazing of farm animals, animal husbandry; and
  - b) the raising and harvesting of hay or other feed crops.
2. Lessees shall mow said premises at least once a year, and take any action necessary to keep said premises in a neat and sightly condition.
3. The term of this lease shall be for two (2) years, commencing January 1, 1981, and terminating December 31, 1982.
4. Lessor may assign this Lease to the Nat's Farm Homeowner's Association after such an association shall have been organized; Lessees may not assign this Lease.

LAW OFFICES  
FONTOOMEY &  
MIRINER  
EDGARTOWN,  
DUCHESS COUNTY, N.Y.

TEL. (511) 837-4804

EX-387610A

5. The annual lease fee shall be an amount equal to the pro-rated real property tax assessed with respect to said premises by the Town of West Tisbury each year, plus ~~the amount of \$15.00 per acre per year.~~ <sup>plus</sup>

6. There is hereby reserved a 12-foot right-of-way for the purpose of access to the State Forest for owners of Nat's Farm Lots #2, #3 and #4 by foot, horse or bicycle only. This right-of-way shall run along the southern boundary of the leased premises from the northeasterly boundaries of Nat's Farm Lot #4 to the westerly boundary of the State Forest. Any fence that crosses this right-of-way shall have a gate to allow passage.

7. Lessees shall obtain and maintain throughout the term of this lease public liability insurance naming the Lessor as the insured, or as an additional insured, protecting the Lessor from and against any claims for personal injury or property damage arising out of the Lessees' use and occupancy of the demised premises, the limits of such insurance to be in an amount acceptable to the Lessor; such policies of insurance shall provide that they may not be cancelled unless 30 days prior notice thereof has been given in writing to the Lessor.

8. Upon the Lessees faithfully performing the terms, covenants and conditions hereof, the Lessees shall and may quietly and peacefully have, hold and enjoy the demised premises during the term hereof. In the event of Lessees' default hereunder, at Lessor's option, this Lease shall determine.

9. It is the intention of the parties hereto to renew this lease from time to time on mutually acceptable terms.

IN WITNESS whereof the parties hereto have affixed

LAW OFFICES  
FORTCOMB &  
MELNER  
BDOARTOWN,  
SACHEMUNTS BRIDGE

TEL. (617) 687-1999

BY 3876105

their respective hands and seals on the day first above written.

Leona Baumgartner Langmuir  
LEONA BAUMGARTNER LANGMUIR  
(Lessor)

Royal S. Dumont  
ROYAL S. DUMONT (Lessee)

James F. Alley  
JAMES F. ALLEY  
(Lessee)

COMMONWEALTH OF MASSACHUSETTS

DUKES COUNTY, SS.

November 19, 1980

Then personally appeared the above named Leona Baumgartner Langmuir and acknowledged the foregoing instrument to be her free act and deed, before me

Ann U. Meek  
Notary Public  
My Commission expires: Feb. 6, 1987

COMMONWEALTH OF MASSACHUSETTS

DUKES COUNTY, SS.

Nov 18, 1980

Then personally appeared the above named ~~Raymond~~ Red Barn Realty Trust, and acknowledged the foregoing instrument to be their free act and deed before me

Ann U. Meek  
Notary Public  
My Commission expires: 2/6/87

COMMONWEALTH OF MASSACHUSETTS

DUKES COUNTY, SS.

Date: 3/21/81

Then personally appeared the above named ROYAL S. DUMONT individually and as Trustee of Red Barn Realty Trust, and acknowledged the foregoing instrument to be his free act and deed before me.

William R. Dennis  
NOTARY PUBLIC  
My Commission expires: Dec 21, 1981



EXHIBIT "D"

BK3876106

LEASE  
NAT'S FARM  
South Pasture

This lease is made as of the 1st day of January, 1981, by and between LEONA BAUMGARTNER LANGMUIR, Lessor, and ROYAL S. DUMONT and JAMES F. ALLEY, individually and as Trustees of Rod Barn Realty Trust (pursuant to a Declaration of Trust recorded with Dukes County Registry of Deeds in Book 309, Page 212), as Lessees, for the purposes of furthering the goals of open space protection in the Town of West Tisbury in keeping with the Declaration of Trust of the Vineyard Open Land Foundation, providing for the enhancement of the landscape through agricultural use as a visual amenity along the Old County Road and to assure the viability of the horse farm already established,

WITNESSETH: That said Lessor hereby leases to said Lessees the premises known as the South Pasture, consisting of 25 acres, more or less, located in the Town of West Tisbury, County of Dukes County, Massachusetts and shown on Exhibit A attached hereto, subject to the following terms and conditions:

1. Lessees may use said premises solely for the purposes of
  - a) the pasturing and grazing of farm animals, animal husbandry, truck gardening; and
  - b) the raising and harvesting of hay or other feed crops; and
  - c) agricultural or equestrian demonstrations.
2. Lessees shall improve said premises by employing commonly accepted practices of agricultural improvement and specifically by:
  - a) distributing manure evenly on the premises and applying other fertilizers at regular intervals;

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- b) maintaining the ph of the soil at 6.5 as indicated by soil tests and by placing three tons of lime per acre on the land at least once during the term of this lease;
  - c) enhancing the present pasture grass structure by the addition of proper pasture mix seeding, and ground preparation on a rotating basis, to cover the entire tract during the term of the lease;
  - d) planting a proper cover crop on any exposed ground so as to prevent wind and water erosion;
  - e) keeping the demised premises mowed and in a neat and slightly condition on a year-round basis. All existing cedars and other trees shall be preserved.
3. The term of this lease shall be for ten (10) years, commencing January 1, 1981 and terminating December 31, 1990.
4. Lessor may assign this lease to the Nat's Farm Homeowner's Association after such an association shall have been organized. Lessees may not assign this lease.
5. The annual lease fee shall be an amount equal to the pro-rated real property tax assessed with respect to said premises by the Town of West Tisbury each year, plus the amount of \$15.00 per acre.
6. There is hereby reserved a 12-foot wide right-of-way to the owners of Nat's Farm Lots #2, #3, and #4 for purposes of access to the State Forest and to the Misty Meadows horse farm by foot, horse or bicycle only. This right-of-way shall begin at the Red Barn, cross the pasture at a place of the Lessees' choosing, run along the eastern boundaries of said Lots #2, #3, and #4, then run easterly along the northern boundary of the leased premises to the westerly boundary of the State Forest over land known as the North Pasture; use of that portion of the right-of-way from the point of the beginning at the Red Barn northerly to the east boundary of Lot #2 shall require written permission from the lessees.

LAW OFFICES  
JONTOOMKRY &  
MIRINER  
KIDARTOWN.  
BACHTUNKITZ DR339

TEL 6517 657-3906

63876108

- a) fences shall be erected so as to allow for this right-of-way. Lessees agree to erect and maintain such fences;
- b) above right-of-way is shown on Exhibit A, attached hereto.

7. Lessees shall obtain and maintain throughout the term of this lease public liability insurance naming the Lessor as the insured or as an additional insured, protecting the Lessor from and against any claims for personal injury or property damage arising out of the Lessees' use and occupancy of the demised premises, the limits of such insurance to be in an amount acceptable to Lessor; such policies of insurance shall provide that they may not be cancelled unless 30 days prior notice thereof has been given in writing to the Lessor. This lease shall be part of Lessees' application for such insurance.

8. Upon the Lessees faithfully performing the terms, covenants and conditions hereof, the Lessees shall and may quietly and peacefully have, hold and enjoy the demised premises during the term hereof. Should the Lessees fail to faithfully perform the terms and conditions of this lease, the Lessor shall specify in writing what remedial action is required. Within 30 days receipt of the request for remedial action, the Lessees shall demonstrate that such corrective action has been taken, in default of which, at Lessor's option, this lease shall immediately determine.

9. In consideration of Five(\$5.00) Dollars and other valuable consideration and upon the performance of the terms of this lease by the lessees, the lessees shall have the option to extend this lease for a subsequent ten(10) year period. The lessees shall pay the real estate taxes then assessed to the land and the term of payment per acre shall be negotiated at that time, but shall not be excessive.

This lease shall be extended automatically, unless the lessees notify the lessor, in writing, of their intention not to extend.

Further, it is the intention of the parties hereto, to continue to renew this lease from time to time on mutually acceptable terms, after the expiration of the original term and option period.

IN WITNESS whereof the parties hereto have affixed their respective hands and seals on the day first above written.

*Leona Baumgartner Langmuir*  
LEONA BAUMGARTNER LANGMUIR  
(Lessor)

*Royal S. Dumont*  
ROYAL S. DUMONT  
(Lessee)

*James F. Alley*  
JAMES F. ALLEY  
(Lessee)

LAW OFFICES  
MONTGOMERY &  
SKINNER  
EDUARDTOWN,  
MASSACHUSETTS 02155  
TEL. (617) 857-4201

COMMONWEALTH OF MASSACHUSETTS

DUKES COUNTY, SS.

November 19, 1980

Then personally appeared the above named Leona Baumgartner Langmuir and acknowledged the foregoing instrument to be her free act and deed, before me

*Rachel M. Meehan*  
Notary Public  
My Commission expires: Feb. 6, 1987

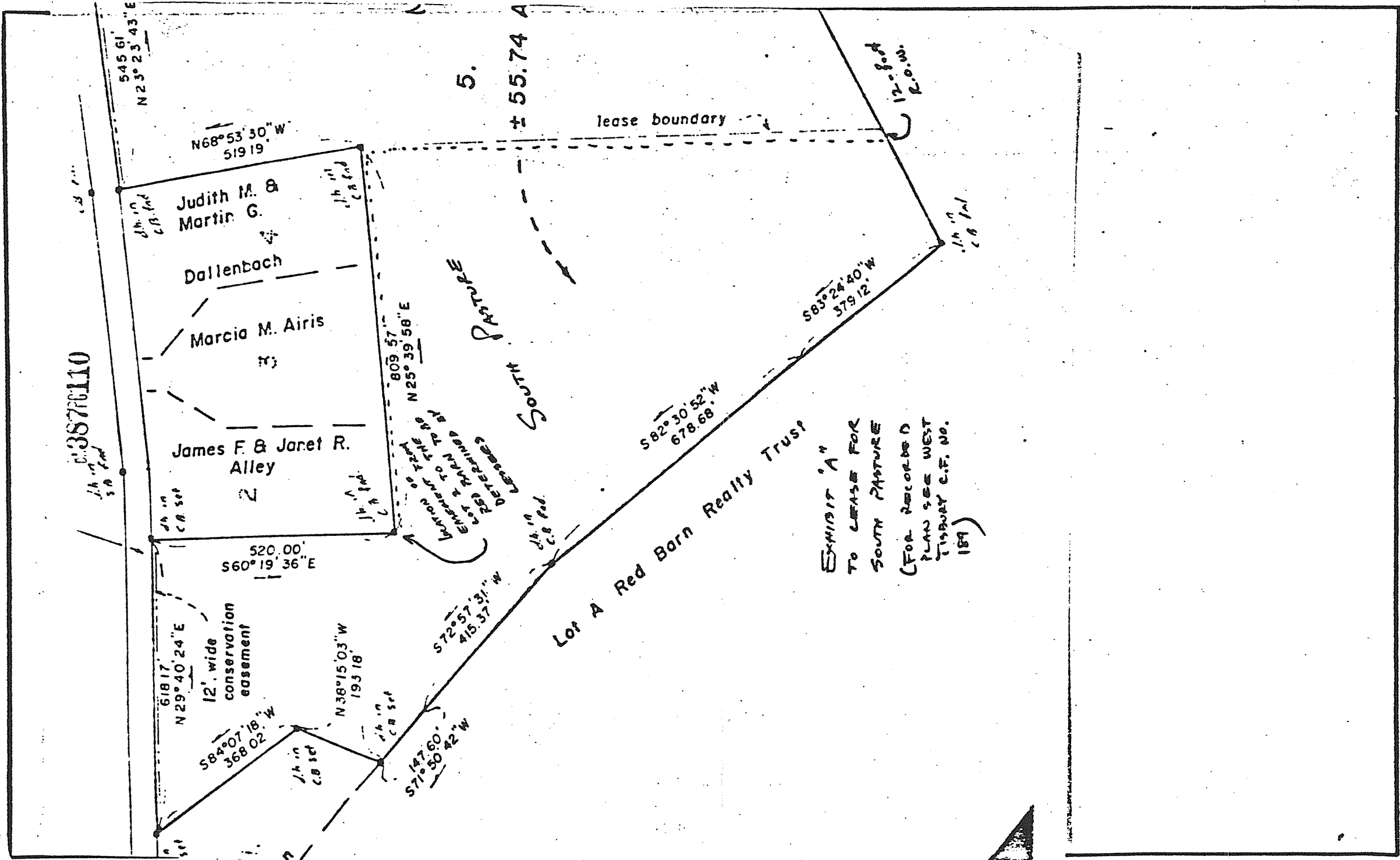
COMMONWEALTH OF MASSACHUSETTS

DUKES COUNTY, SS.

January 12, 1980

Then personally appeared the above named Royal S. Dumont and James F. Alley individually and as Trustees of Red Barn Realty Trust and acknowledged the foregoing instrument to be their free act and deed before me,

*Rachel M. Meehan*  
Notary Public  
My Commission expires: Feb. 6, 1987



D:3876110

Judith M. & Martin G. Dallenbach

Marcia M. Airis

James F. & Jaret R. Alley

Lot A Red Barn Realty Trust

EXHIBIT 'A'  
TO LEASE FOR  
SOUTH PASTURE  
(FOR RECORDED  
PLAN SEE WEST  
TIBBURY C.F. NO.  
189)

lease boundary

SOUTH PASTURE

12' wide conservation easement

lot 2 to the eastern side of the lease

12-foot R.O.W.

5.

$\pm 55.74 A$

$N23^{\circ}23'43''E$   
545.61

$N68^{\circ}53'30''W$   
519.19

$N25^{\circ}39'58''E$   
809.57

$S82^{\circ}30'52''W$   
678.68

$S83^{\circ}24'40''W$   
379.12

$N29^{\circ}40'24''E$   
618.17

$S84^{\circ}07'18''W$   
368.02

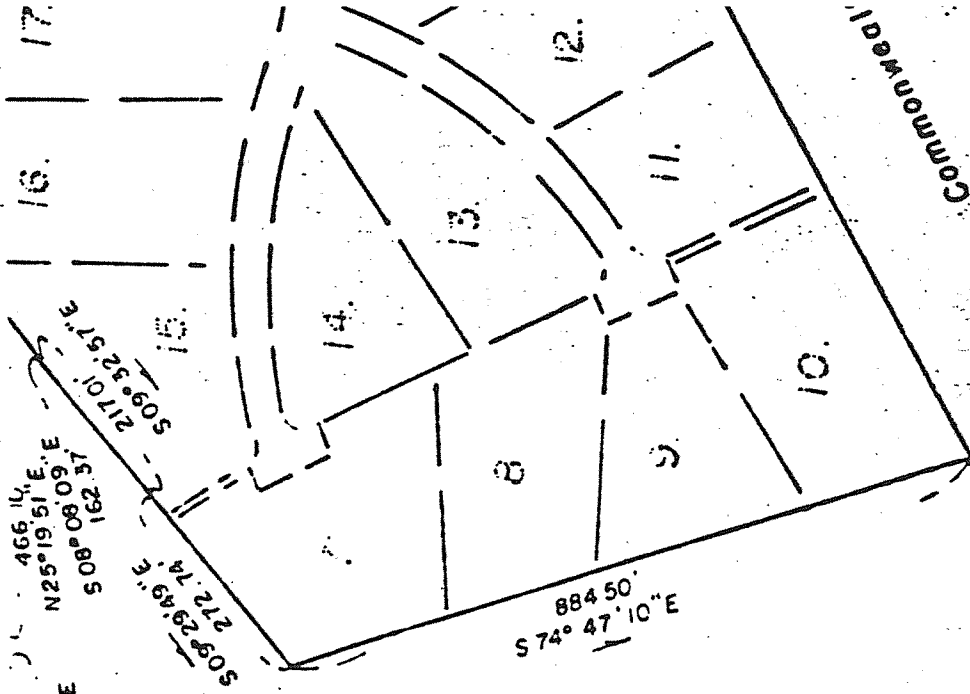
$N38^{\circ}15'03''W$   
193.18

$S71^{\circ}30'42''W$   
147.60

$S60^{\circ}19'36''E$   
520.00

$S72^{\circ}57'31''W$   
415.37

BK3876111



32878  
N24°15'10\"

12' wide conservation  
easement

545.61'  
N23°23'43\"

Judith M. B  
Martin G.

N68°53'30\"  
519.19'

NORTH  
PASTURE

5.  
± 55.74 AC. - - - - -

lease boundary

884.50'  
S74°47'10\"

466.14'  
N25°19'51\"

2170.1'  
S09°32'57\"

509.29.49'  
S272.74'

1358.00'  
S02°32'20\"

EXHIBIT "A"

TO LEASE FOR

NORTH PASTURE

(FOR RECORDED PLAN SEE

WEST TREASURY C.F. No. 159)

Edgartown, Mass. Oct 5 1981

Received and entered with Dukes County Deeds  
book 387 Page 98

Attest: *Barry W. King*  
Register