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070783341LAN



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Project Name: LANGER

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COMMONWEALTH OF MASSACHUSETTS

AGRICULTURAL PRESERVATION RESTRICTION

Food + Agri Langer

We, Fritz Langer and Stephan^Hia Langer, of Williamstown, Berkshire County, Massachusetts (the "Grantor"), being married, with an address at 2478 Green River Road, Williamstown, Massachusetts, for consideration of Two hundred thirteen thousand dollars (\$213,000.00) paid, grant to the Commonwealth of Massachusetts, acting through the Commissioner of Food and Agriculture (the "Commissioner") with an address at 100 Cambridge Street, Boston, Massachusetts, its successors and assigns (the "Grantee"), and the Town of Williamstown acting through its Conservation Commission (the "Co-holder") an Agricultural Preservation Restriction (the "Restriction") in perpetuity on those parcels of land located in the Municipality of Williamstown and described in Exhibit A attached hereto and incorporated herein by reference (the "Premises") in accordance with the following terms and conditions:

A. The Grantor covenants for themselves, their heirs, devisees, legal representatives, successors and assigns, that the Premises 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 driveway, road, parking lot, 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 Premises, except structures existing on the Premises at the time of the execution of this Restriction.
- (2) No loam, peat, gravel, soil, sand, rock or other mineral resource, or natural deposit shall be excavated, dredged, or removed from the Premises unless approved by the Grantee under Section C, herein.

- (3) No soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, low level radioactive or hazardous waste or other substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Premises except in connection with the agricultural use of the Premises.
- (4) No use or development 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, to provide for the perpetual protection and preservation of agricultural lands. 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 conservation, or to good agricultural and/or forestry management practices or which is otherwise wasteful of the natural resources of the Commonwealth of Massachusetts.
- (5) No structure or land upon which it is situated shall be sold separately or otherwise severed from the Premises or subsequent farm unit which is subject to this Restriction unless such land is released from this Restriction by the procedures established by Section 32 of Chapter 184 as amended.
- (6) No subdivision or division of the Premises or any portion thereof into two or more lots shall be permitted, except that in accordance with the procedures set forth under Section C herein the Grantee may in its discretion approve such division land as it deems necessary to further the purposes of this Restriction and General Laws Chapter 184 and 132A.

B. 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:

- (1) 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 or hereinafter permitted.

- (2) The construction or placing of buildings or structures for agricultural purposes only, including buildings for related retail sales; construction or placing of one or more residential dwelling unit(s), including appurtenant improvements and amenities, including but not limited to an asphalt driveway, septic system, water system, and other utilities, all to be used for family living; structures for housing seasonal agricultural employees or other agriculturally related purposes, all subject to the prior written approval of the Grantee as provided in Paragraph C hereof.
- (3) 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 unrestricted land of the Grantor as shown on Exhibit B attached hereto and incorporated by reference, 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.

C. The parties hereby covenant and agree that prior to the construction of any building or structure provided for in Paragraph B(2) and for all other approvals required from the Grantee relative to this Restriction, the following shall apply:

- (1) The Grantor shall notify the Grantee and Co-holder in writing of any intended construction of any building or structure provided for in Paragraph B(2) or of any intended use or intent to engage in any activity when such use or activity (including construction) requires approval hereunder, and shall submit to the Grantee and Co-holder plans and such other information as the Grantee and Co-holder require to reasonably determine that the use, activity, structure or building is consistent with the purpose of this Agricultural Preservation Restriction. Prior to making an application to the Grantee for approval under this section, the Grantor shall have obtained all obtainable permits that are necessary, including the approval of the Co-holder as hereinafter provided.
- (2) The Grantee shall approve, with or without conditions, only upon finding that a) the proposed use, activity, structure or building is authorized by this Agricultural Preservation Restriction General Laws Chapter 184 and 132A, b) that said use, activity, structure or building shall not defeat or derogate from the intent of this Agricultural Preservation Restriction to provide for the perpetual protection and preservation of agricultural lands, and c) the Co-holder has made findings under a and b

of this paragraph. If Co-holder and Grantee have made the foregoing findings, the Grantee shall approve with or without conditions Grantor's application, and Grantee shall issue a certificate of approval suitable for recording. Said certificate shall include the language of Paragraph A, (5) of this restriction. If either the Grantee or Co-holder does not make the findings required herein for approval, each shall state in writing its reason therefore to the Grantor.

- (3) The Grantee and Co-holder reserve the right to inspect the approved use, activity, structures and buildings for conformity with its Certificate of Approval. In the case of buildings or structures, upon satisfactory completion in accordance with said approval, the Grantee shall issue to the Grantor a Certificate of Completion in recordable form, which when executed by the Commissioner of Food and Agriculture and duly recorded shall be binding on the Co-holder.

The foregoing Restriction is authorized by Massachusetts General Laws Chapter 184, Sections 31 through 33, and Chapter 132A, Sections 11A through 11D, and otherwise by law, and is intended to insure the protection and preservation of agricultural lands.

This Agricultural Preservation Restriction shall be administered on behalf of the Grantee by the Commissioner, jointly and severally, with the Conservation Commission or where no such conservation commission has been established, as otherwise provided by General Laws, Chapter 132A, Section 11A. 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.

The Agricultural Preservation Restriction hereby conveyed does not grant to the Grantee, to the public, or to any other person any right to enter upon the Premises, except that the Grantor hereby grants to the Grantee and Co-holder and their respective successors at law thereto, the right to enter the Premises in a reasonable manner and at reasonable times, for the purpose of inspecting the Premises to determine compliance herewith, of enforcing this Agricultural Preservation Restriction, or of taking any and all action with respect to the

Premises as may be necessary or appropriate with or without order of court, to remedy or abate any violation hereof. The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee or Co-holder for enforcement of this Agricultural Preservation Restriction.

The Agricultural Preservation Restriction hereby imposed is in gross and is not for the benefit of or appurtenant to any particular land and shall be assignable to any other governmental or any non-governmental non-profit organization whose purposes include conservation of natural areas. The burden of this Agricultural Preservation Restriction hereby imposed shall run with the Premises and shall be binding upon all future owners of any interest therein. This restriction may only be released, in whole or in part, by the Grantee by the procedures established by Section 32 of Chapter 184 of the General Laws, as amended.

If any section or provision of the 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 the restriction shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid. If any section or provision of this deed 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 General Laws, Chapter 132A, Sections 11A through 11D and the regulations promulgated in accordance with said Chapters.

This instrument does not purport to be a transfer of a fee interest to the Grantee. No Massachusetts deed excise tax stamps are affixed hereto as none are required by General Laws Chapter 64D, Section 1 as amended.

WITNESS the execution hereof under seal this 1st day ofMarch, 19 83.* Fritz Langer* Stephania H. Langer

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

March 1, 19 83

Then personally appeared the above-named Fritz Langer
and Stephanian Langer and acknowledged
the foregoing instrument to be their free act and deed, before me.

Renald G. Gurnsey
Notary Public
My Commission Expires: 3/22/85

APPROVAL OF THE

COMMONWEALTH OF MASSACHUSETTS

The undersigned Commissioner of Food and Agriculture of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Preservation Restriction granted by FRITZ Langer and Stephanian H. Langer to the Municipality of Williamstown with respect to parcels of land located in Williamstown and the Commonwealth of MA, Massachusetts described therein has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32 through 33 and Chapter 132A, Section 11A through 11D.

Date April 8, 1983

COMMONWEALTH OF MASSACHUSETTS

By: Frederic W. Woodbury
Commissioner of Food and
Agriculture

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared the above-named Frederic W. Woodbury and
acknowledged the foregoing to be his free act and deed, before me.

Jean M. Deirrie
Notary Public

My Commission Expires

April 8, 1983
NOTARY PUBLIC

Approved as to Form
Department of the Attorney
General

Approved in accordance with
Chapter 579 of the Acts of
1980, as amended.

By:

George M. Spataro

By:

John J. LePage
Deputy Commissioner of
Capitol Planning and
Operations

Date:

6/1/83

Date:

5/9/83

APPROVAL OF THE
MUNICIPALITY OF Williamstown

We, the Board of Selectmen (~~CITY COUNCIL~~) of the Town (~~CITY~~)
of Williamstown, hereby approve the acceptance of the foregoing
Agricultural Preservation Restriction granted by
Fritz and Stephanina Langer to the Town (~~CITY~~)
with respect to parcels of land located in
Williamstown Massachusetts described therein in the public interest
pursuant to Massachusetts General Laws, Chapter 184, Sections 31
through and including 33 and, Chapter 132A, Sections 11A through
11D.

Date: March 28, 1983

BOARD OF SELECTMEN

~~CITY COUNCIL~~

William E. LePage
Chairman
COUNCILOR

John J. Denelli
Selectman
COUNCILOR

Anita B. Barker
Selectman
COUNCILOR

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

March 28, 1983

William E. LePage, John J.

Then personally appeared the above-named Denelli, and Anita B. Barker
and acknowledged the foregoing to be their free act and deed, before me.

Shepherd Greenway
Notary Public

My Commission Expires 3-22-85

Those certain parcels of land, located in South Williamstown, in the Town of Williamstown, County of Berkshire and Commonwealth of Massachusetts bounded and described as follows:

PARCEL NO. 1: A certain tract of land, with the buildings thereon, situate on both sides of the Green River Road, so-called, in the village of South Williamstown, in Williamstown, in said County, and being all and singular the same premises conveyed by deed of Thomas Steele to Robert Steele, dated August 15, 1935, recorded in Northern Berkshire District Registry of Deeds, Book 420, Page 598, as shown on a plan filed in drawer three (3), plan 97, in the Northern Berkshire Registry of Deeds, entitled "Plan of Property for Thomas Steele, South Williamstown, Mass., dated July 1935 and made by W. N. Tuller, C. E."

TOGETHER WITH AND SUBJECT TO all rights and easements of record.

PARCEL NO. 2: Another certain tract of land with the buildings thereon, situate in the village of South Williamstown, in Williamstown, in said County, and being all and singular the same premises conveyed by deed of Agricultural National Bank of Pittsfield to said Robert Steele, dated May 4, 1936, recorded with said Registry of Deeds, Book 421, Page 218, in which deed the said tract of land is described as follows: All that lot of land described in and conveyed by deed of Albert C. Houghton to the North Adams Savings Bank dated November 18, 1889, and recorded in the Registry of Deeds at Adams, in Book 193, Page 37.

Also another parcel, being the same and all the premises described in the deed of Keyes Danforth, Assignee, and of George F. Mills, to the said North Adams Savings Bank, dated December 14, 1889, and recorded in said Registry in Book 177, Page 599. The two parcels of land as above described constituting what is known as "The Idlewild".

EXCEPTING, however, from the above described premises the right of way of one Galusha, as set forth in a deed of Robert Steele to David McNab Deans and Catherine A. Deans, which deed is recorded in the Northern Berkshire District Registry of Deeds at Adams, Mass.

"ALSO the rights to maintain a line of water pipe over lands of sundry persons as contained in deeds to these grantors, to wit, one deed from Margaret Fitzgerald et al dated June 6, 1910, and recorded in the Registry of Deeds at Adams in Book 297, Page 107; one deed from Bertha T. Robinson et al, dated June 6, 1910, and recorded in said Registry in Book 297, Page 104, one deed from James A. Eldridge et al, dated August 3, 1910 and recorded in said Registry in Book 297, Page 104; one deed from Arthur G. Galusha, dated August 3, 1910, and recorded in said Registry in Book 297, Page 103, one deed from Melrose C. Rhoades et al, dated August 3, 1910, and recorded in said Registry in Book 297, Page 103, to which records reference may be had."

EXCEPTING out of the above described premises the property described in the following Partial Releases:

(1) Partial Release from said Agricultural National Bank of Pittsfield, dated May 18th and recorded in said Northern Berkshire Registry of Deeds in Book 396, Page 27. *1932

(2) Partial Release from said Agricultural National Bank of Pittsfield, dated December 28th, 1932, and recorded in said Registry at Adams in Book 418, Page 134.

(3) Partial Release from said Agricultural National Bank of Pittsfield, dated February 28th, 1933, and recorded in said Northern Berkshire Registry of Deeds at Adams, in Book 396, Page 49.

(4) Easement to take water as set forth in Grant of said Agricultural National Bank of Pittsfield to E. Parmalee Prentice, by instrument dated February 11, 1935, recorded in said Registry in Book 398, Page 473.

(5) Grant of water rights described in instrument of said Agricultural National Bank of Pittsfield to Walter A. Roys, dated February 12, 1935, and recorded in said Registry in Book 398, Page 481.

Excepting Easement No. 4 and Grant No. 5, the premises above described are the same premises described in Foreclosure Deed of Arthur W. Plumb and George W. Clark, by Mtgee., to The Agricultural National Bank of Pittsfield, dated February 8th, 1935, and recorded in said Registry in Book 420, Page 267.

SUBJECT also to the easement granted by A. W. Plumb et al to Margaret Fitzgerald, et al, June 6, 1910, in said Registry, Book 297, Page 279.

EXCEPTING also from the above described premises that portion thereof, with the easement and reservations made, as was conveyed by Robert Steele to Albert Hopkins by deed dated August 13, 1938, recorded in said Registry, Book 427, Page 170.

SUBJECT ALSO to the easement granted by said Robert Steele to Bertha T. Robinson, by instrument dated December 19, 1938, recorded in said Registry of Deeds, Book 416, Page 190.

EXCEPTING also from the above described premises that portion thereof, with the easements and reservations made, as was conveyed by Robert Steele to Charles G. Marchant, et ux, by deed dated December 29, 1938, recorded with said Registry of Deeds, Book 425, Page 610.

SUBJECT also to the easement granted by said Robert Steele to Mary E. Knapp, by instrument dated January 30, 1939, recorded with said Registry, Book 430, Page 138.

EXCEPTING also from the above described premises that portion thereof and the easements granted and with all reservations made, as were granted and conveyed by said Robert Steele to Ewald G. Heinz, et ux, by four deeds dated and recorded as follows, respectively in said Registry of Deeds, and to which deeds and the record thereof reference is always to be had, namely: May 3, 1937, recorded in Book 414, Page 437; June 1, 1937, recorded in Book 424, Page 293; August 12, 1938, recorded in Book 425, Page 385; April 29, 1939, recorded in Book 427, Page 352.

Reference is always to be had to all of the aforesaid deeds, the records thereof and references therein contained.

The water and water pipe rights and easements herein granted are subject to the right being continued to the grantees herein and their assigns in the maintenance of the water mains and pipes connected therewith, wherever the same cross or pass underneath the highway or other public lands. TOGETHER WITH and EXCEPTING, however, from and out of the above described premises, any portion thereof, rights and easements therein, which are described in a deed by Robert Steele to David McNab Deans et ux, dated November 23, 1948, recorded in said Registry of Deeds, Book 470, Page 213; EXCEPTING, ALSO, a piece of land 100 by 435.6 feet west of the Hopkins land, conveyed by deed of Robert Steele to Mildred H. Miller dated May 14, 1943, recorded in said Registry, Book 442, Page 249, to both of which aforesaid deeds and the records thereof, reference is always to be had.

PARCEL NO. 3: Another tract of land with the buildings thereon situate in said Williamstown and bounded and described as follows, viz: Northerly by land now or formerly of Davison, easterly by the State highway known as Green River Road; southerly by land now or formerly of Thomas Steele and westerly by the highway known as Old County Road; together with all the easements, rights and covenants relating to spring and water pipe lines, and with the exception of the two house lots and the spring and water pipe line easements all as the same were granted and excepted in a deed Stephen G. Hickox et ux to Robert Steele, dated February 3, 1942, recorded in said Registry of Deeds, Book 437, Page 250, to which deed and the record thereof, reference is always to be had, and subject to any and all drainage rights, if any, of record.

EXCEPTING AND EXCLUDING from the above-referenced parcels of land the following described tract:

Beginning at an iron pipe set in the ground at the northeast corner of property owned by Steele's Corner, Inc., on the south line of the State highway known as Green River Road;

thence southerly two hundred sixty-seven (267) feet along the easterly line of Steele's Corner, Inc., to a point near the southerly bank of the Hancock Brook in the northerly line of land of the Town of Williamstown;

thence easterly fifty-one (51) feet along the northerly line of land of the Town of Williamstown to a point on the southerly bank of said brook;

thence easterly about three hundred eight (308) feet along the bank of said brook following the land of said Town to a point in the bend of said brook;

thence southeasterly thirty-seven (37) feet along land of the Town of Williamstown to the Southlawn Cemetery fence;

thence northeasterly one hundred ninety-four (194) feet along land of the Town of Williamstown to an iron fence post at the most northerly point of the land owned by the Town of Williamstown, Southlawn Cemetery;

thence northerly about four hundred three (403) feet to a point on the south lien of the State highway known as Green River Road;

thence westerly six hundred (600.00) feet along the south line of the State highway to the point of beginning.

Containing 4.3 acres, more or less. *See attached sketch*

Excepting and excluding also from the above referenced parcels the following:

(a) A drainage easement to the Commonwealth of Massachusetts dated April 30, 1956, recorded in Book 518, Page 591.

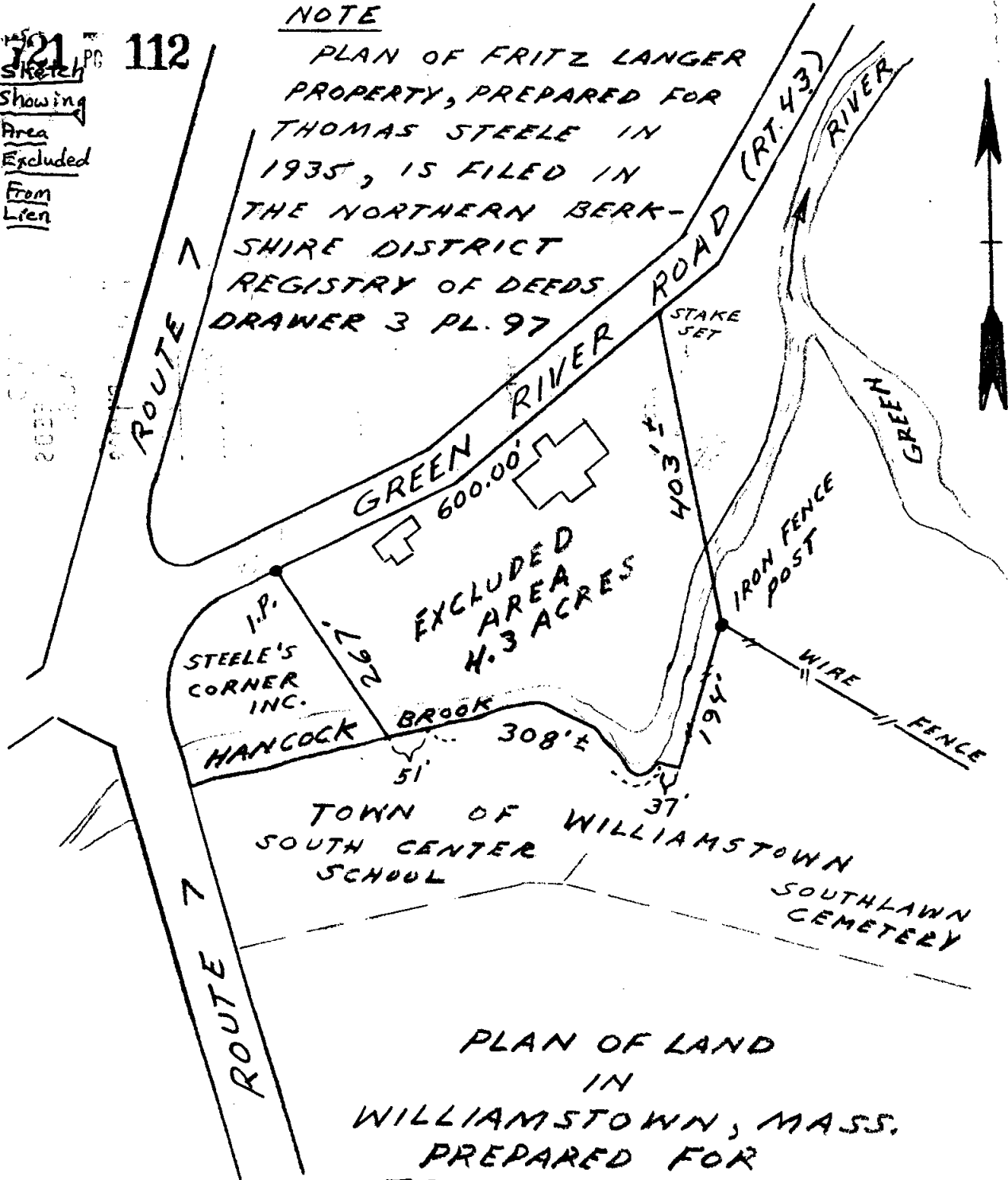
(b) A water line easement to Victoria Bushnell dated August 25, 1959, recorded in Book 545, Page 226.

(c) A deed to the Mt. Greylock Regional School District dated October 29, 1960, recorded in Book 555, Page 7.

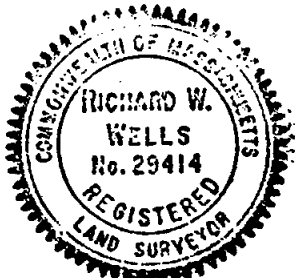
(d) An easement of the Massachusetts Electric Company dated April 5, 1963, recorded in Book 576, Page 521.

(e) Right of way by instrument dated August 11, 1967, recorded in Book 628, Page 263.

NOTE
 PLAN OF FRITZ LANGER
 PROPERTY, PREPARED FOR
 THOMAS STEELE IN
 1935, IS FILED IN
 THE NORTHERN BERK-
 SHIRE DISTRICT
 REGISTRY OF DEEDS
 DRAWER 3 PL. 97



PLAN OF LAND
 IN
 WILLIAMSTOWN, MASS.
 PREPARED FOR
 FRITZ LANGER
 FROM
 RECORD PLANS & FIELD OBSERVATIONS
 SCALE 1" = 200' MAY 7, 1983
 HENRY C. NEFF ASSOCIATES, INC.
 CIVIL ENGINEERS, LAND SURVEYORS
 AND CONSULTING FORESTERS
 41 PARK ST.
 ADAMS, MASS.



Richard W. Wells

Received & entered for record

July 7 1983 AT 3 H 03 M P M

2633

RECEIVED
REGISTRY OF DEEDS
ADAMS, MASS.

JUL 7 3 03 PM 1983

FEE \$26.00

CLERK #5

*Agricultural Preservation
Restriction*

Williamstown

COUNTY OF BERKSHIRE
ADAMS, MASSACHUSETTS
RECEIVED AND ENTERED WITH NORTHERN
DISTRICT, REGISTRY OF DEEDS, IN
BOOK 721, PAGE 202

JUL 7 1983

AT 3 O'CLOCK AND 03 MINUTES PM

Edward W. Buley
REGISTER OF DEEDS

*R.R. Atty. Thomas H. Brown
Choate, Hall & Stewart
60 State St.
Boston, Ma 02109*

RECEIVED BY COUNTY CLERK

M - M - H - TA - 81