AGRICULTURAL PRESERVATION RESTRICTION,
VIEW EASEMENT AND ARCHITECTURAL RESTRICTION

I. Grantor Clause:

We, BENCION MOSKOW and PATRICIA DUFF MOSKOW, of West Tisbury, Massachusetts with an address of P.O. Box 491, Vineyard Haven, Massachusetts 02568 (hereinafter, together with their successors and assigns collectively, "Grantor") for ONE MILLION SEVENTY-FIVE THOUSAND ($1,075,000.00) 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 a Trail Easement Agreement (hereinafter collectively referred to as the "Restriction") in perpetuity on a portion of that parcel of land located on Stoney Hill Road in the Towns of Oak Bluffs, Tisbury and West Tisbury, Massachusetts, which is more particularly described in Certificate of Title No. 7352 registered in the Dukes County Registry District office of the Land Court (the "Premises"). The portion of the Premises which is subject to this Restriction is approximately shown on the sketch plan attached hereto as Exhibit "A" (the "Sketch Plan"), and includes Lots 3, 4 and the parts of Lots 1 and 2 to the east and southeast of the Trail Easement, as shown on such sketch plan.

The Restriction is hereby granted in accordance with the following terms and conditions:

II. Purposes:

A. The purpose of the Restriction is to assure a.) that the Premises will be retained predominantly in their current scenic and open condition for conservation purposes; b.) that such scenic beauty or special environmental value within or adjacent to roads and ways will be preserved or enhanced, and in particular to preserve the scenic views from Stoney Hill Road across the open fields; 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, in all cases subject to the terms and provisions hereof.

B. Grantee acknowledges that the Premises are a working farm and that nothing set forth in this Restriction, including without limitation the provisions of Article III, shall be construed to impede its use as such in its present intensity or such greater or lesser intensity or type of farming as Grantor in its sole discretion determines. Thus, the following uses shall be permitted unrestricted:

1. Any and all agriculture, horticulture, floriculture uses, including but not limited to greenhouse activities of any size, operation of a pick your own fruit, vegetable and flowers, farm stand to service pick your own

* and on Land Court Plan No. 41103-B
customers; on-site sale of produce and attendant items; growing of strawberries, raspberries, mulch, Sudan grass, vetch, winter rye, and any and all crops, together with trellising, irrigation, and any and all other agricultural activities deemed necessary by Grantor to grow, protect and harvest said crops, including the use and storage of pesticides, herbicides, insecticides, any and all fertilizers, chemical and/or otherwise including biologicals and bees to be used both on field crops, flowers, shrubs, grass, trees, as well as on all greenhouse crops in a manner and fashion determined in the sole discretion of the Grantor, all subject to applicable federal and state regulations; all greenhouse activities to be located within Agricultural Building Envelopes;

2. Storage and use of farm equipment, including but not limited to tractors, trucks, vans, golf carts, and various and sundry equipment for such purposes as planting, spraying, weeding, harvesting, packaging, sorting, freezing, cooling and any and all other uses in connection with the operation and purposes of the farm as determined in the sole discretion of the Grantor.

3. Included among farm activities but not limited to same are plowing, harvesting, rocking (removal of rock from the fields and storing for later use), composting, maintaining and/or modifying, relocating, expanding the existing parking facilities as reasonably necessary within the Parking Envelope shown on the Sketch Plan to accommodate farm customers, employees, service personal or any other persons having business at the farm.

4. Storage within the Agricultural Building Envelope as shown on the Sketch Plan of any and all fuels, heating and otherwise, required for the operation of equipment, delivery vehicles, trucks, tractors, heating of farm buildings, residences, greenhouses and any other uses which the Grantor deems necessary in Grantor's sole discretion in furtherance of such uses.

5. Maintaining existing fencing, electric and/or otherwise, modifying, altering, installing new fences, removing same at sole discretion of Grantor, grounds maintenance, brush removal, mowing, tree and limb removal along roads and electric fences; maintaining, altering and relocating roads and driveways. Any new fences, or structures related thereto, shall be subject to the reasonable approval of Grantee, such approval not to be withheld if views of the fields, general aesthetics, and purposes of this Restriction are not unreasonably affected.

6. Any and all buildings as they now exist for purposes for which they now exist together with right of Grantor to alter, modify, add or build new, including housing for persons employed or to be employed by the farm and including keeping, maintaining and replacing trailers, all to be located
within the Agricultural Building Envelope and Residential Building Envelope.

7. Repair, maintain, replace and add any well or wells or any septic system or systems presently serving any of the buildings and/or residences or fields located on the farm; maintain, replace, add to, alter all of the irrigation lines including drip, overhead and all piping and electrical conduit beneath the surface of the ground; maintain, repair, replace and operate generators, farm freezers and coolers; maintain and use, within the Agricultural Building Envelope, propane storage tanks and/or other fuel storage tanks (oil) for farm use.

8. Maintain structures for storage of various materials, including but not limited to, mulch, farm produce, any and all equipment and/or devices, parts used in operation of farm equipment, greenhouse or in any manner used in any of the activities of the farm. Any new storage structures if of a scale inconsistent with the current scale of storage buildings (the current scale of storage buildings is 20 feet x 60 feet x 20 feet high) shall be subject to the reasonable approval of Grantee in the manner provided in Article IV.

9. Keep domestic and farm animals, including maintaining, breeding and training horses and other animals.

10. Maintain, repair and replace signs consistent with applicable town by-laws as needed for purposes of controlling access to farm including aides (signage) to assist the public in locating the farm, farm traffic, field management of patrons, and in general for all activities on the farm.

11. Install, maintain and replace antenna, weather stations, and all other equipment having to do with the operation of the greenhouse and/or the fields.

12. Outside storage of irrigation piping and equipment related thereto as well as all equipment and implements used on the farm.

C. The portions of parcels 1 and 2 lying northwest, west and southwest of the Trail Easement as shown on the Sketch Plan shall not be subject to any restrictions whatsoever and the provisions hereof shall not apply to that area, notwithstanding anything herein to the contrary.
III. Prohibited Acts and Uses:

A. Enumeration.

Subject to the exceptions set forth in paragraph II B above and 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. There shall be no construction or placing of any residential dwellings, structures, buildings, guest houses or mobile homes, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility outside the Agricultural Building Envelope and Residential Building Envelope, and there shall be no swimming pool, asphalt or concrete pavement or billboard in any location except as any of the same may currently exist.

2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other 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. As shown on the Sketch Plan, the Premises are comprised, as of the date of this Restriction, of four separate legal parcels. No subdivision or division of Lot 4 of the Premises 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 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 conservation, or to good agricultural and/or forestry management practices.

6. No plantings not associated with agriculture shall be added south of Stoney Hill Road which shall block or impair the view from Stoney Hill Road over the fields. Existing trees in that area may be retained. The grass fields shall be mowed at least once a year, failing which, upon
reasonable prior written notice, Grantee may undertake such mowing at Grantor’s expense.

7. Grantor shall not cut any trees on the easterly end of the Premises along the roadway (Hay Path Road) to Duarte’s Pond which would materially reduce the vegetative screening of the Premises from off-premises homes and other improvements. Grantee shall have the right to plant vegetation between Hay Path Road and the easterly boundary of Grantor’s property, provided the same does not interfere with Grantor’s agricultural uses of its Property.

B. Exceptions to Otherwise Prohibited Acts and Uses.

The following acts and uses otherwise prohibited in Paragraph A of Article III shall be permitted:

1. Renovation, improvements, additions, removal and replacement of the existing single-family residential dwelling (the "Dwelling") or of any other structures or improvements allowed under applicable zoning and any special permits or variances therefrom and now or hereafter located within the designated "Residential Building Envelope" delineated on the Sketch Plan; provided that any work on the exterior of such structures shall be in conformity with traditional Martha's Vineyard farmhouse architecture and/or with the existing style of the Dwelling.

2. Parking area(s) within the Parking Envelope shown on the Sketch Plan to serve the public pick-your-own farm business and/or any other public agricultural business, to be constructed using natural materials.

3. Renovation, improvements, additions, removal and replacement of the existing farm buildings and trailers (the "Farm Buildings") wherever presently located (which, at this time, are all located within the Agricultural Building Envelope and Residential Building Envelope) or of any other structures or improvements allowed under applicable zoning and any special permits or variances therefrom, which are located within the designated "Agricultural Building Envelope" or "Residential Building Envelope" delineated on the Sketch Plan.

4. The establishment by Grantee at its sole cost and expense of a Trail Easement of natural materials generally as shown on the Sketch Plan and in accordance with a separate "Trail Easement" dated this day.

C. Acts and Use Exceptions Subject to Prior Approval of Grantee.

Notwithstanding any prohibition to the contrary, the following acts or uses outside of the Residential Building Envelope and/or Agricultural Building Envelope may be
performed, but, subject to the provisions of Paragraph II B, only after receipt of written approval from the Grantee, which approval shall not be unreasonably withheld.

1. Excavation and removal from the Premises of soil, gravel or other mineral resources or natural deposits as may be incidental to the installation, maintenance or removal of underground tanks (other than the installation of tanks for storage of hazardous materials as defined in Chapter 21E of the Massachusetts General Laws), and other underground structures or the maintenance of good drainage or soil conservation practices.

2. Other uses related to the purpose of this restriction, which, if properly carried out, would not cause material or irreversible damage to the land.

D. Acts and Use Exceptions Requiring Neither Notice Nor Prior Approval.

Notwithstanding any prohibitions to the contrary, and in addition to the items enumerated in Paragraph II B above, the following acts and uses may be performed without notice to or the prior approval of the Grantees:

1. Ongoing use of the farm operations currently underway;

2. 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;

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

4. Any passive outdoor recreational activities; and

5. Clearing of woodlands for conversion to fields.

E. Reservation of Rights.

Notwithstanding any provision of this instrument to the contrary, and in addition to the rights enumerated in Paragraph II B above, 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;
2. The installation, maintenance, repair, replacement, removal and relocation of underground utility facilities and services on the Premises for the purpose of providing utility services solely to the Premises, and the right to grant easements over the Premises to utility service providers 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 include sanitary disposal systems serving any residential or nonresidential use of land as well as cable and telecommunications providers.

IV. Approval Procedure:

Except as otherwise provided herein, the parties hereby covenant and agree that prior to the construction of any building or structure in the Residential and Agricultural Building Envelopes provided for in Paragraph III. B. 1. and 3. 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 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 purposes of this Restriction. Prior to making an application for approval under this section, the Grantor shall not secure applicable permits required by local law prior to notifying the Grantee of an intended use, activity, or structure requiring approval, and obtaining such approval from the Grantee. Any structure or building requiring approval shall be approved if the same is in harmony with the then existing structures within the said Envelopes, or of a style customary on Martha's Vineyard.

2. The Grantee shall approve, with or without conditions, such intended use, activity or structure 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 its 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. Any affidavit of the Grantor duly recorded that notice was properly given to Grantee, and Grantee failed to respond within...
the time specified herein may be conclusively relied upon by any third parties.

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 the Grantee. Any affidavit of the Grantor duly recorded that notice was properly given to Grantee, and Grantee failed to respond within the time specified herein may be conclusively relied upon by any third parties.

V. Access:

The Restriction hereby conveyed does not grant to the Grantee, to the general public, 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 upon reasonable prior notice to Grantor for the purpose of inspecting the same to determine compliance herewith; and to establish and maintain the trail along the Trail Easement.

VI. Grantee's Actions:

Except as expressly set forth herein, 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.

VII. 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, 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 the successors and assigns of the Grantee covenant and agree to reimburse the Grantor; for all reasonable costs and expenses (including without limitation reasonable 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 other than with respect to the planting and establishment of the trail for which Grantee assumes full liability. Grantee shall be fully liable to Grantor and does hereby indemnify, defend and hold Grantor harmless from any and all costs, claim, liability or damage arising out of Grantee's exercise of its right to plant in the planting areas or establish use and allow the
use of the trail. Further, Grantee shall be liable to the extent users of the trail enter upon the remainder of the Premises and cause any damage whatsoever. If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected.

VIII. 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. Without limiting the foregoing, the Grantor and their successors and assigns agree to execute any such reasonable 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. 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 14th day of November, 2000.

Bencion Moskow

Patricia Duff Moskow
COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.  [illegible]

Then personally appeared the above-named Bencion Moskow and Patricia Duff Moskow and acknowledged the foregoing instrument to be their free act and deed, before me,

[Signature]
Notary Public
My commission expires: 10-15-04

APPROVAL OF THE MARTHA'S VINEYARD LAND BANK COMMISSION

Secretary-Treasurer

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 Bencion Moskow and Patricia Moskow to the Martha's Vineyard Land Bank Commission, with respect to parcels of land located in West Tisbury, Oak Bluffs and Tisbury, 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: Nov. 13, 2000

MARTHA'S VINEYARD LAND BANK COMMISSION

By: [Signature]

Edward W. Vincent, Jr.,
Its Chairperson

Edith W. Potter
Secretary-Treasurer

dually authorized
COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

Then personally appeared the above-named, 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: July 1, 2005