

**COMMONWEALTH OF MASSACHUSETTS**  
**AGRICULTURAL COVENANT**

**Grantor:** \_\_\_\_\_

**Premises:**

\_\_\_\_\_  
\_\_\_\_\_, MA

I, \_\_\_\_\_, of \_\_\_\_\_, Town of \_\_\_\_\_, \_\_\_\_\_ County, Massachusetts \_\_\_\_\_, (the Grantor), for good and valuable consideration paid, receipt of which is hereby acknowledged, **grant to the Commonwealth of Massachusetts**, acting through the Commissioner of the Department of Agricultural Resources (the Grantee or Commissioner), with an address at 251 Causeway Street, Suite 500, Boston, Massachusetts, 02114-2151, its successors and assigns, an Agricultural Covenant for a period of \_\_\_\_\_ (\_\_\_\_) Years commencing upon the execution of this document (Agricultural Covenant or Covenant) by the Grantee on the Premises as defined herein, in accordance with the following terms and conditions.

**I. STATEMENT OF PURPOSE**

By obtaining this Agricultural Covenant, it is the intent of the Commonwealth to protect and preserve agricultural lands, encourage sound soil management practices, preserve natural resources, and maintain land in active agricultural use through improving the agricultural economic viability of the Premises. No activity 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 shall be permitted.

## II. DEFINITIONS

When used throughout this entire Covenant, the following words or phrases shall have the following meaning:

1. Abandoned: land that has not been actively utilized for agricultural uses for a period exceeding two years unless the non-activity is recommended in a current United States Department of Agriculture (USDA)/Natural Resource Conservation Service or successor USDA entity (USDA/NRCS) plan.

2. Agricultural Use: the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived there from for market, as defined in M.G.L. c. 61A, §1, as amended. Also horticultural uses, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, trees, nursery, or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a program certified by the state forester to be a planned program to improve the quantity and quality of a continuous crop for the purpose of selling such products in the regular course of business; or when primarily, directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such products and preparing them for market, as defined in General Laws, Chapter 61A, §2, as amended.

3. Farm Viability Plan: a business plan prepared by the Grantee, with the cooperation of the Grantor, that contains a course of action for managing and improving agricultural operations on the Premises.

4. Premises: Approximately \_\_\_\_\_ +/- acres of land including any buildings and structures thereon located at \_\_\_\_\_ in the Town of \_\_\_\_\_, \_\_\_\_\_ County, Massachusetts as more fully described in Exhibit A, attached hereto and incorporated by reference into this Covenant. **Reference is made to deed recorded in the \_\_\_\_\_ County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_.**

5. Permanent Structure: any structure that requires the grading of soil, or the excavation for footings or foundations or which substantially alters or otherwise affect the soil profile.

6. Temporary Structure: a structure that does not have a permanent foundation, or does not substantially alter or otherwise affect the soil profile.

### **III. TERMS AND CONDITIONS**

#### **A. RETAINED RIGHTS**

Notwithstanding any provision of this instrument to the contrary, the Grantor(s) hereby reserves to and for themselves the customary rights and privileges of ownership not inconsistent with the Statement of Purpose herein, including but not limited to, the right to:

- (1) Privacy and to carry out normal agricultural activities.
- (2) 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 their continued use for agricultural uses or other uses as designated in a Farm Viability Plan prepared by the Grantee.
- (3) The construction or placement of Temporary Structures for Agricultural Uses or other uses as designated in a Farm Viability Plan prepared by the Grantee.

#### **B. PROHIBITED USES**

The Grantor covenants that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions:

- (1) No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the Statement of Purpose, or that is not provided for in Section III hereof, Terms and Conditions.
- (2) No non-agriculturally related uses or Temporary or Permanent Structure shall be constructed, placed or permitted to remain on the Premises, except those uses or structures existing on the Premises at the time of the execution of this Covenant, or other uses as designated in a Farm Viability Plan prepared by the Grantee or those structures permitted pursuant to Section C of this Covenant.

- (3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radio-active or hazardous waste or other substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Premises, except as required for the use of the Premises for normal agricultural activities.

### **C. USES WHICH REQUIRE PRIOR WRITTEN APPROVAL**

The following uses are not permitted without the prior written approval of the Grantee, and said approval may be granted, with such conditions as the Grantee deems appropriate, provided that such uses do not defeat or derogate from the intent of this Covenant, as set forth in the Statement of Purpose above:

- (1) The construction or placing of a residential dwelling, including appurtenant improvements and amenities, such as driveway, septic system, or any other underground sanitary system, water system, or other utility, substantially for use by the Grantor, or a family member of Grantor who is actively and substantially engaged in agricultural operations on the Premises.
- (2) The construction or placing of Permanent Structures for agriculturally related uses, including related retail sales, unless such construction or placing is contained in an approved Farm Viability Plan.
- (3) The excavation, dredging, depositing or removal from the Premises of loam, peat, gravel, soil, sand, rock or other mineral resources, or natural deposits in accordance with a USDA/NRCS Plan.
- (4) The subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, even in the event that the Premises is comprised of one or more separate deeded parcels at the time of execution of this Covenant.
- (5) The performing of commercial non-Agricultural Uses and activities for which the Grantor receives payment, compensation, or any other type of monetary or non-monetary remuneration unless the Grantor :
  - (a) provides the Grantee with adequate information, plans, agreements or other documents necessary to evaluate the requested activity or use;

- (b) the Premises is being actively utilized for commercial agriculture;
- (c) the activity or use is minor, ancillary and subordinate to the Agricultural Use of the Premises; and
- (d) such uses and activities are not inconsistent with the Statement of Purpose of this Agricultural Covenant.

#### **D. ENFORCEMENT OF THE TERMS AND CONDITIONS**

- (1) The Grantor grants to the Grantee, and its successors at law, the right to enter the Premises in a reasonable manner and at reasonable times, for the purposes of:
  - (a) inspecting the Premises to determine compliance with this Covenant and any approvals given hereunder, and
  - (b) enforcing this Covenant,
- (2) In the event of a violation of the terms of this Covenant, the Grantee may pursue any remedy available at law, in equity or otherwise, including injunctive relief.
- (3) The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for enforcement of this Covenant.

#### **IV. AFFIRMATIVE DUTY TO FARM**

The Premises shall remain in active agricultural use and no part thereof shall be abandoned, except in accordance with a USDA/NRCS Farm Management Plan, approved by the conservation district for the locality in which the Premises is located.

#### **V. AUTHORIZATION**

The foregoing Covenant is authorized by Massachusetts General Laws, Chapter 20, Section 22, as amended, and otherwise by law, and is intended to ensure the protection and preservation of agricultural lands as expressed herein.

This Covenant shall be administered on behalf of the Grantee by the Commissioner and shall be enforced by the Commissioner in his/her sole discretion. Nothing herein shall impose upon the Grantee any duty to maintain the Premises in any particular state or condition, notwithstanding the Grantee's acceptance hereof.

Except as otherwise provided herein, this Covenant does not grant to the Grantee, the public, or any other person any right to enter upon the Premises.

This Covenant is in gross, exists for a period of years and is not for the benefit of or appurtenant to any particular land owned by the Grantee. Grantee may assign its rights under this Covenant to another governmental or charitable corporation or trust which has power to acquire interests in land and whose purposes include conservation of agricultural land and natural areas. The burdens and obligations of Grantor under this Covenant run with any transfer of the Premises and shall be binding upon all successors in title.

If any section or provision of the Covenant shall be held to be unenforceable by any court of competent jurisdiction, this Covenant shall be construed as though such section had not been included in it. If any section or provision of the Covenant 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 Covenant is ambiguous, it shall be interpreted in accordance with the rules, regulations, policy and provisions, as amended of Grantee and the provisions expressed in the General Laws, Chapter 20, Section 22, as amended, or in regulations adopted by Grantee pursuant thereto. This instrument is not a deed. It does not purport to transfer a fee interest to the Grantee. No Massachusetts deed excise stamps are affixed hereto as none are required by General Laws 64D, Section 1, as amended.

WITNESS the execution hereof under seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ .ss \_\_\_\_\_, 201\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ who proved to me through satisfactory evidence of identification, namely \_\_\_\_\_ to be the person whose name is signed on this Covenant, or the preceding or the attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_

(print name) \_\_\_\_\_, Notary Public

My Commission Expires:

**ACKNOWLEDGEMENT OF THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned Commissioner of Agricultural Resources of the Commonwealth of Massachusetts hereby certifies that the foregoing Agricultural Covenant for a Period of \_\_\_\_ ( ) Years granted to the Commonwealth of Massachusetts with respect to parcel(s) of land belonging to \_\_\_\_\_, located in \_\_\_\_\_, \_\_\_\_\_ County, Massachusetts described therein, has been acquired pursuant to Massachusetts General Laws, Chapter 20, section 22.

Date:

By: \_\_\_\_\_  
\_\_\_\_\_, Commissioner  
Department of Agricultural Resources

**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss \_\_\_\_\_, 201\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, personally appeared the above-named \_\_\_\_\_ who proved to me through satisfactory evidence of identification, namely personal knowledge, to be the person whose name is signed on this document, or the preceding or the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Commissioner of the Department of Agricultural Resources, as the voluntary act of said Commonwealth.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires: