

Dutra (Wanton) Farm Management Plan

Intent

For the entirety of its agricultural history as the Dutra Farm, the farm has been an economic unit, first and foremost. It has been farmed by the Dutra family for the last three generations as a self sustaining dairy farm for the purpose of providing annual farm income sufficient to pay the bills, maintain the necessary farm infrastructure and farm machinery and provide a living wage for those who farmed it. The sole intent of the current farmer, Joseph Francis Dutra, is that this farm remains an economically viable and productive unit. This is also the intent of the Town of Jamestown and the Conanicut Island Land Trust. The primary purpose of the RIGL 42-82 Farmland Preservation Act, which provides for the public acquisition of agricultural land development rights, is to identify and protect good agricultural soils and permanently protect those agricultural soils for future generations. The Dutra Farm has some of the best agricultural soils in Rhode Island.

This farm management plan provides guidelines for use and management of the Dutra (Wanton) Farm as described below in perpetuity or until amended by mutual ^{written} agreement of the Town of Jamestown and the Farm owner provided that any amendment to the Plan is consistent with the Deed to Development Rights (DDR) signed by the Dutra's and the Grantees on December 27, 2007 and recorded in the land evidence records of the Town of Jamestown.

Site

This Management Plan addresses The Dutra Farm, referred to as the "farm" and is owned by Dutra General Partnership, Joseph F. Dutra, Jr., trustee of The Anita Dutra Family Trust (GST exempt and non-exempt) and Joseph F. Dutra, Jr., trustee of The Joseph F. Dutra, Jr. Revocable Trust – 1992, of 20 Weeden Lane in Jamestown, Rhode Island. The farm at the corner of North Road and Weeden Lane is also known in the Town of Jamestown as Assessors Tax Plat 7, Lots 19, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215 and consists of approximately 100.27 acres. For the purposes of this Management Plan, the farm will be segregated into two distinct areas: 1) the area protected by a Deed to Development Rights which is described in the Deed to Development Rights purchase agreement and 2) the area not protected by the Deed to Development Rights also known as the Set Aside Area, of which there are two, a 5 acre Set Aside, a 14.5 acre Set Aside. The Set Aside Area is shown on the attached map. Also annotated on the map is the .5 acre having the option for Administrative Subdivision.

The 2004 Comprehensive Community Plan states that there is strong community support for maintaining the Island's agricultural heritage. It is important that farming remain productive in Jamestown, not only for the economic benefit, but also as a significant contribution for our community's character. ***The Agriculture Action Plan states as its #1 policy to Maintain Farming as a viable economic enterprise on Conanicut Island through long-term preservation of farmland;*** with the related action to actively pursue acquisition of development rights or fee simple acquisition for all farmland. Toward achieving that end the Town of Jamestown, in cooperation with the Conanicut

Island Land Trust, the State of Rhode Island and the US Department of Agriculture agreed to purchase the development rights to the Dutra farm, achieving a long term goal for the Town of Jamestown. This Management Plan, with its maps and appendices, is intended to comply with the goals and objectives of the Jamestown Comprehensive Community Plan (CCP).

General Agreements

The parties hereby covenant and agree to the following procedure:

- a. The Grantor shall notify the Rhode Island Agricultural Land Preservation Commission (RIALPC) in writing, with a copy to the Town of Jamestown, of any activity that requires approval consistent with the Deed to Development Rights and shall also submit plans and such other information the grantees requires to reasonably determine that the activity is consistent with the Deed to Development Rights.
- b. If the Town of Jamestown objects to the intent of the owner or believes it to be inconsistent with this management plan the Town shall request a meeting with the owner and the RIALPC to discuss and resolve all differences. On all matters relating to farming, the vote by the RIALPC taken after the discussion of differences shall be final.
- c. The farm owner will notify in writing and meet with the Town of Jamestown, if requested, for any planned projects which are viewable from North Road and may impact the Viewshed Protection Area (VPA).
- d. The Town of Jamestown reserves the right to inspect any approved activity, structure or building for conformity with the approved plans and may report any variation from the original approvals to the RIALPC.

FARMING

Acceptable management practices for farming shall be used on site as recommended by RI Department of Environmental Management, Division of Agriculture and the US Department of Agriculture NRCS.

Consistent with the Intent of this Agreement the Farm owner recognizes that maintenance of historic view sheds across the corn fields and pastureland, and the historic New England farm building architecture, is an important element of the character of the Jamestown community. Additionally the Farm owner recognizes that this working farm provides an excellent educational opportunity for both classroom students and residents and will work with the community to maintain working landscapes, educational opportunities, and public access, as they have in the past. However, market changes, changes in building technology and agricultural equipment may create situations and opportunities for the Farm owner to improve the economic potential of the farm. Nothing in this agreement shall prevent the Farm owner from making sound economic,

agricultural use decisions relative to the agricultural use of the land and the equipment and buildings necessary to facilitate these opportunities as long as the use protects the values and intent of this Management Plan. Greenhouses anywhere on the Farm count towards the maximum impervious surface limit as defined in the DDR of 2% of the area subject to the DDR.

The Farm owner does recognize the unique aesthetic value of Jamestown's working landscapes and will agree to annually mow and/or cultivate and maintain their open farmland, regardless of the Farm use in a professional manner that will prevent this open agricultural land from evolving into successional type growth of brush, invasive and other non-agricultural flora and fauna.

Farm Stewardship

The Town of Jamestown shall be the primary steward of the farm to insure it meets the requirements of the Deed to Development Rights and this Management Plan. However nothing in this agreement shall prevent the Town from assigning this responsibility to another appropriate agency. They shall monitor the farm annually and report the findings to the Town Administrator of the Town of Jamestown and the Rhode Island Agricultural Land Preservation Commission. The Town Administrator will notify the Town Council and all Deed interested parties of the successes and progress of the Farm and also any violations to the Deed to Development Rights and/or Management Plan.

Subdivision of Land

The Farm shall ultimately be only one lot with a potential for two residential dwellings and a farm retail building (as permitted by Zoning in set-aside or easement area) in addition to other agricultural buildings ancillary to the agricultural use(s); one house in each set-aside area. It should be noted that the farm parcels as currently configured, have both house locations within the same building lot. A subdivision of land or other Zoning approvals will be required to build the second house within the 5-acre set-aside area. Other than those potential two house lots, upon signing of the Deed to Development Rights, the property owner will be required to merge the remaining lots contained in the farm to form one lot. A one half acre area was removed from the Deed to Development Rights area adjacent to Town of Jamestown Assessors Plat 7 Lot 63 (39 Mercy Weeden). These two parcels may be merged to form one parcel at Plat 7 Lot 63 in the future by Administrative Subdivision. Plat 7 Lot 63 is not subject to the Deed to Development Rights or the Farm Management Plan.

Except as noted above, the farm may not be divided, partitioned, or subdivided, nor conveyed except in its entirety. The farm and set-aside areas and any portion thereof shall not be included as part of the gross area of other property not subject to the Deed to Development Rights for the purposes of determining density, lot coverage, or open space requirements under other applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by the Deed to Development Rights shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; except, that with prior written permission of the Management Plan parties.

Viewshed Protection Area

The Viewshed Protection Area is defined as 500 feet east of North Road and 500 feet north of Weeden Lane on the farm property, excluding set aside areas. Three thousand (3,000) square feet of Farm related structures (including farm retail sales building) is permitted within the VPA. One greenhouse, accessory to a farm retail sales building, is permitted in the VPA. No horticultural stock capable of obstructing the viewshed is permitted within the VPA.

Set-asides - House Design

Five-Acre Set-aside

The ~~house~~ set-aside consists of a 5-acre parcel in the south-west quadrant of the farm with access to North Road. One single-family house and/or a farm retail building can be developed is permitted on that parcel within the permissible Zoning Setbacks requirements.

No pool or tennis court shall be visible from any Jamestown public street. Any existing or permitted structures, paving and rooftops, permanent or temporary are subject to an impervious surface limit of 4% of the area of the set-aside.

Design Restrictions

Residential on the farm shall occur on the set-aside areas. The total square footage per house shall not exceed 4,000 square feet. Ancillary buildings (not agriculture related) will be architecturally compatible as the residential unit.

The Architecture of all residential structures on site shall be traditional New England style architecture.

All exterior lighting shall be sensitive to the rural nature of the site and surrounding area. There shall be no use of sodium vapor lights or any outdoor bulbs of over 75 watts nor any outdoor lighting without a cover to direct light down nor any outdoor light that substantially adds to night glow.

We, the undersigned, being Town Council President of the Town Council of the Town of Jamestown, and the Farm owners hereby certify agreement on this above Management Plan and agree to abide by its terms and agreements and that this Management Plan shall run with the land and be binding on its successors and assigns and may be amended cooperatively by the Town of Jamestown and the Farm owner as long as the intent of the intent of the Management Plan is protected.

We, the undersigned, being Town Council President of the Town Council of the Town of Jamestown and the Farm owners hereby certify agreement on this above Management Plan and agree to abide by its terms and agreements.

WITNESS:

GRANTOR:

Joseph F. Dutra, Jr., trustee of the ANITA DUTR A FAMILY TRUST (GST NON-EXEMPT)



By: Joseph F. Dutra, Jr.
Joseph F. Dutra, Jr., Trustee

Joseph F. Dutra, Jr., trustee of the ANITA DUTR A FAMILY TRUST (GST EXEMPT)



By: Joseph F. Dutra, Jr.
Joseph F. Dutra, Jr., Trustee

Joseph F. Dutra, Jr., trustee of the JOSEPH F. DUTRA, JR. REVOCABLE TRUST - 1992



By: Joseph F. Dutra, Jr.
Joseph F. Dutra, Jr., Trustee

TOWN OF JAMESTOWN, R.I.



By: Julio DiGiando
Julio DiGiando, President Town Council

Public Access

The Farm Owner has agreed to a Public Access Easement on the west side of the property where the farm is adjacent to North Main Road for walking path purposes. The path MUST remain WEST of the Clancy property and the windmill property and the Quaker Meeting House. The easement will be 10 feet wide and the Town of Jamestown and the CILT will be responsible for development and maintenance of the path. The stone wall will be relocated by the Town or the CILT to the farm side of the 10 foot path. The stone wall will be the eastern border for the path. The farm owner will retain North Road access to the farm for farm, farm retail or residential needs.

We, the undersigned, being Town Council President of the Town Council of the Town of Jamestown, and the Farm owners hereby certify agreement on this above Management Plan and agree to abide by its terms and agreements.

We, the undersigned, being Town Council President of the Town Council of the Town of Jamestown, the Conanicut Island Land Trust President and the Farm owners hereby certify agreement on this above Public Access Management Plan and agree to abide by its terms and agreements.

WITNESS:

GRANTOR:

Joseph F. Dutra, Jr., trustee of the ANITA DUTRA FAMILY TRUST (GST NON-EXEMPT)



By: Joseph F. Dutra, Jr.
Joseph F. Dutra, Jr., Trustee

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By: Joseph F. Dutra, Jr.
Joseph F. Dutra, Jr., Trustee

A handwritten signature in cursive script, appearing to read "Julio DiGiando", written over a horizontal line.

TOWN OF JAMESTOWN, R.I.

By: 
JulioDiGiando, President Town Council