

Neale (Weeden) Farm Management Plan

Intent

This farm management plan is intended to provide guidelines for use of the Neale (Weeden) Farm as described below in perpetuity or until amended cooperatively by the Town of Jamestown and the Farm owner.

Site

The Neale Farm is owned by Edson George Neale of 17 Marine Avenue in Jamestown, Rhode Island. The farm at 71 Weeden Lane is also known in the Town of Jamestown as Assessors Tax Plat 7, Lot 6 and consists of approximately 43.77 acres.

The farm is more accurately described in the Deed to Development Rights purchase agreement signed by the Town of Jamestown and the Neales on December 24, 2007 and recorded in the land evidence records of the Town of Jamestown.

Introduction and Site History

Excerpt from *Historic and Architectural Resources of Jamestown* by the Rhode Island Historical Preservation & Heritage Commission 1995

WEEDEN-NEALE FARM (17th century et seq): This small farm on the south side of Weeden Lane forms the southeastern part of the Windmill Hill Historic District. It was the 45-acre homestead farm of John Weeden, who built a house here in the late seventeenth century. His son added 20 acres to the farm in 1725 and it stayed that size for 240 years. Over the years, members of the Weeden family acquired larger farms at the north end of the island, but the homestead farm stayed in the family the longest. It was finally sold in 1924. The farmhouse was torn down and replaced by the Easton cottage, which was moved to the site from Mount Hope Avenue. A nineteenth-century barn stands near the road. In 1964 owner Clarkson Potter gave the Rhode Island Audubon Society a 21-acre strip of the farm bordering the Conanicut Marsh Meadow.

General Agreements

The parties hereby covenant and agree to the following procedure:

- a. The Grantor shall notify the Grantee in writing of any intended use or intent to engage in any activity (including construction) when such use or activity requires approval hereunder, and shall submit to the Jamestown Town Administrator plans and such other information the grantee requires to reasonably determine that the use, activity, structure or building is consistent with the purpose of this covenant. If determined to be in compliance by the undersigned parties, the farm owner may make application for approval under this section, the Farm owner may then proceed to obtain all other required permits.

- b. The Town of Jamestown shall approve with or without conditions, only upon finding that the proposed use, activity, structure, or building shall not defeat or derogate from the intent of this Management Plan to provide for the perpetual protection and preservation of agricultural lands. For the purposes of this Agreement, it shall be deemed that reasonably sized facilities and improvements to the property and the surrounding farmland designed to facilitate horse riding and/or the boarding of horses shall also fall within the category of “protection and preservation of agricultural lands”, provided that such improvements and use otherwise comply with the terms of this agreement. If the Town of Jamestown shall approve, or approve with conditions, said request, it shall issue a certificate of approval suitable for recording. If the Town of Jamestown are unable to make findings necessary for approval, it shall state in writing its reason therefore to the Farm owner.
- c. The Town of Jamestown 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, the Town of Jamestown shall issue to the Farm owner a Certificate of Completion in recordable form.

Farming

The overriding goal of the farm preservation is to maintain the farm and structures in a manner acceptable to a working farm, preserve the historic farm views to and from the property and maintain the farm as an asset, both physically and educationally to the Jamestown community. The farm shall be maintained as a working farm and shall not cease use as a farm. Should the farm owner choose to not farm the property, the owner shall attempt to lease the property for farming consistent with appropriate farm operations as described in this document. Should the owner not farm or lease to farm the property, the Town of Jamestown shall have the option to find an appropriate lessee of the farm to continue farming operations. The lessee and type of farming shall be acceptable to the Town and the owner of the farm.

Best management practices for farming shall be used on site as recommended by RI NRCS.

Vegetation Management

The vegetation on the farm shall be maintained as primarily grassland or alternative forms of crops suitable for grazing such as alfalfa, allowing for some seasonal crops integral to farm viability. Maintenance of historic view sheds across the property is critical to the preserved character of the farm. Should the vegetation not be maintained in this manner, it is the option of the Town of Jamestown to maintain and pass the cost of such maintenance onto the farm owner. In the event that there is an accrual of significant costs to the Town of Jamestown for farm maintenance without reimbursement, the cost of such may be assessed as a lien to the owner of the farm.

Subdivision of Land

The farm may not be divided, partitioned, or subdivided, nor conveyed except in its entirety. The easement area that is subject to the Deed to Development Rights shall not be included as part of the gross area of other property 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.

Guidelines for Building within the Set-aside area

Residential Structures:

The house set-aside consists of 4-acres along Weeden Lane. The Architecture of all new construction on site shall be wood exterior and of traditional New England design comparable to the construction and materials currently used at Easton Cottage. All exterior siding shall be wood shingle or clapboard. All primary roofs are to have a minimum pitch that matches the principal roof pitch of Easton Cottage currently, or eight in twelve for new construction. All chimneys are to be of wood, brick, or stone.

Any new house or addition will be no more than two and a half stories high, with a maximum height of 35 feet, except for chimneys or small cupolas on tower. No structure shall have synthetic materials visible on the exterior. All fencing shall be of an agricultural/farm look and of natural materials. All exteriors are to be of traditional colors or natural wood.

Roof pitches for additions to the existing structure should match or complement the existing structure, and for new construction may be:

- Gable From 10/12 to 15/12
- Hep From 8/12 to 15/12
- Gambrel From 10/12 to 4/12

All roof massing must be one or more of the above listed massing. Roof materials for any additions to the existing structure may match the existing structure, and for new construction must be of wood cedar shake, slate or architectural (high) profile fiberglass roof shingles.

No uncovered deck shall be greater than 200 square feet. All deck supports shall be concealed with lattice work. Windows and glass doors are to be traditional glazed, or internal munion type. Shutters are to be painted or stained wood. No pool or tennis court shall be visible from any public street. Any existing or permitted structures, paving and rooftops, permanent or temporary are subject to the impervious surface limits set forth in zoning for a conforming lot in an R-80 zone.

Farm Structures

Farm structures both pertinent and accessory to the farming operations that are already constructed on the premises are hereby deemed to be agricultural structures, and as long

square footage of accessory buildings. Additional accessory buildings must comply with the Jamestown Zoning Ordinance for structures on an R-80 lot, and the combined square footage of all structures, including those currently existing, shall not exceed 20% of the total square footage of the farm set aside area. Any additional building on site shall occur within the set-aside property, with a maximum footprint per building of 4,000 square feet. All other lot coverage requirements are to be determined in accordance with the Zoning Ordinance. All farm structures on site shall be made of materials, and of an appearance and construction style that is consistent with other historic and agricultural use structures prevalent in New England, provided that no buildings shall be made using prefabricated metal siding and construction. Hoop-style greenhouses shall not be permitted unless specifically approved by the Town. The construction of a combined facility which provides a paddock and enclosed riding area for horses shall be considered consistent with the guidelines of this agreement, and may be connected by a breezeway or similar linkage, provided that no single building shall have a footprint exceeding 4000 square feet.

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.

Public Access


The Farm Owner has agreed to a Public Access Easement on the east side of the property for walking path purposes. The easement will be located on the eastern property boundary and will be 350 feet long beginning at Weeden Lane and 10 feet wide. The Town will be responsible for development, fencing for the entire length, and maintenance of the path. Simultaneous with the signing of this Agreement, the Farm Owners and the Town will enter into a separate easement agreement setting forth permissible uses, maintenance, enforcement, and intended purposes of the Public Access Easement. In addition to requiring the Town to install and maintain fencing suitable to keep livestock out of the easement area, which fencing shall run along the entire border between the Farm and the Easement Area, such Agreement will also specifically provide that the Town must install and maintain a gate at the point of entry from Weeden Lane that can be closed as a last resort to temporarily limit or prohibit the use of the path in the event that it is being systematically abused. Suitable permanent obstacles shall also be installed at the entry to said Public Access Easement to prevent motorized vehicular use of such Easement. The town shall continue to prohibit public parking on Weeden Lane or within 50 feet of the property.

Farm Stewardship

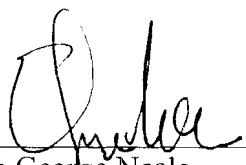
The Town of Jamestown shall be the primary steward of the farm to insure it meets the requirements of the Deed to Development Rights and this Management Plan. They shall monitor the farm annually and report the findings to the Town of Jamestown. The Town Administrator will notify the Town Council and all Deed interested parties of any violations to the Deed to Development Rights and/or Management Plan who will then jointly manage the issues.

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 Farm Management Plan and agree to abide by its terms and agreements. This Farm Management Plan may be amended by the parties. All such amendments must be in writing and shall be maintained by the Town of Jamestown.

WITNESS:



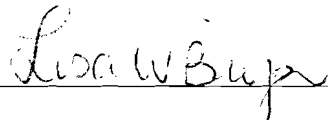
GRANTOR:




Edson George Neale

GRANTEE:

TOWN OF JAMESTOWN, R.I.



By: 

Julio DiGiando, President Town Council