

Aidylberg Village
Hillside Village

Serving the Vineyard Community Since 1977



Woodside Village
M.C. Love House

E. Douglas Sederholm, Chairman
MV Commission
P.O. Box 1447
Oak Bluffs, Mass. 02557

COPY

1/18/19

Dear Mr. Sederholm,

I write today to share safety concerns that the Island Elderly Housing (IEH) Board of Directors and staff share regarding the proposed expansion of the Martha's Vineyard Community Services (MVCS) campus.

Here is some background: In 1991 the Martha's Vineyard Regional High School granted an easement (attached) over its property to access IEH land enabling us to develop Woodside Village, currently providing 95 subsidized apartments to low income seniors. Once the easement was granted, IEH constructed the access road to Woodside. At 26 feet wide, it is more of a glorified driveway than the 40 feet right of way that would be required for today's subdivisions.

IEH and MVCS have a Shared Costs and Maintenance Agreement (attached) for the portion of the road that we share. Last week we met with MVCS Executive Director, Julie Fay, and some staff members to review the agreement.

We at IEH have shared the following concerns we have regarding the expansion proposal before you to MVCS beginning last June with the architect and since then with MVCS staff:

- Safe access for emergency vehicles when MVCS visitors park alongside the access road, as they often do, the ability for emergency personnel to respond to calls from our residents is significantly impacted
- Safe driving conditions for our residents, staff, visitors, and the many service providers including VTA buses, The Lift, Visiting Nurses, Meals on Wheels, and others. Just last week one of our residents was hit head on near MVCS campus. She, fortunately, was uninjured, her car, unfortunately, was totaled. Additional curb cuts along our access road will increase the likelihood of more collisions.
- We have been told that an additional VTA bus stop is being considered. IEH staff needs to be included in this discussion.

Our understanding of the proposed project is that there will be an increase in parking spaces from 76 to 140 due to expansion in programs and staffing. In addition, there will be further increases in traffic due to drop off and pick up from the Early Childhood facility which would be located closer to Woodside. The proposed campus expansion would use approximately 954' of our road.

60b Village Road, Vineyard Haven, MA 02568-4052

MA Relay: 711

T: 508.693.5880

F: 508.693.6778

web: www.iehmv.org



Given the stated concerns, we respectfully request that MVC staff conduct a traffic study on the impacts of this proposal. Safety is our utmost concern.

We would also ask that you consider the following proposed solutions:

- 1.) Widen road to 40'
- 2.) No VTA turnouts on road
- 3.) Pedestal down lighting on road and walking path
- 4.) Walking path that was installed by Woodside Village to remain, may have to be relocated to accommodate road widening

Thank you for your consideration.

Best regards,



Simone DeSorcy, President
IEH Board of Directors

[Martha's Vineyard Community Services, Inc.
Letterhead]

By: Judy
January 6, 1992

Island Elderly Housing, Inc.

Re: Shared Costs and Maintenance Agreement

Dear Ladies and Gentlemen:

Martha's Vineyard Community Services, Inc. and Island Elderly Housing, Inc. have entered into a Shared Costs and Maintenance Agreement concerning use of the driveway which currently services Community Services and which will soon service the 45-bedroom elderly housing project to be constructed by Island Elderly behind Community Services facilities. Since funding for the Project was made contingent upon Community Services and Island Elderly reaching agreement regarding shared maintenance of the driveway, the signing of the Shared Maintenance Agreement represents an important step towards consummating the Project.

Community Services and Island Elderly are happy to be working cooperatively to make the Project a success. Both organizations recognize that each provides important services to the low-income elderly of Martha's Vineyard, and that it is in the best interests of both organizations to cooperate fully with one another in rendering services to the low-income elderly whom they serve.

Island Elderly and Community Services agree to work together in the future towards establishing an arrangement for referring clients to one another, on a non-exclusive and non-mandatory basis, and to establish whatever further policies and practices they determine, from time to time, will best serve their mutual clients.

Very truly yours,

Martha's Vineyard Community
Services, Inc.

By: *Judy McCarthy*
Name: JUDY MCCARTHY
Title: PRESIDENT

Agreed to and Accepted:

Island Elderly Housing, Inc.

By: *Mary Anne A. Bergman*
Name:
Title:

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SHARED COSTS AND MAINTENANCE AGREEMENT

THIS AGREEMENT entered into as of the 6th day of April, 1992, by and between Martha's Vineyard Community Services, Inc., a Massachusetts non-profit corporation ("MVCS") and Island Elderly Housing, Inc., a Massachusetts non-profit corporation ("IEH").

W I T N E S S E T H

WHEREAS, MVCS and Martha's Vineyard Regional High School District Committee, a body politic (the "School District") entered into that certain Lease, dated September 16, 1986, recorded at Book 481, Page 867, in the Dukes County Registry of Deeds (the "Original Lease"), as amended by that certain Amendment to Lease, dated July, 1987, recorded at Book 481, Page 884, in the Dukes County Registry of Deeds (the "Amendment to Lease"), which Original Lease, as amended by the Amendment to Lease, is hereinafter referred to as the "Lease"; and

WHEREAS, under the terms of the Lease, the School District leased to MVCS, and MVCS leased from the School District, certain land located in Oak Bluffs, Massachusetts, as more particularly described in Exhibit A to the Original Lease (the "Leased Premises") and the School District granted to MVCS, and MVCS accepted from the School District, an easement over certain land located adjacent to the Leased Premises, referred to as the "GRANTED AREA" in the Amendment to Lease, and more particularly described in Exhibit A to said Amendment to Lease; and

WHEREAS, the Lease required MVCS to construct a road across the GRANTED AREA and a portion of the Leased Premises, as more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference (the "Existing Road") and permitted MVCS to construct an extension of the Existing Road across the northeasterly portion of the Leased Premises, as more particularly shown on Exhibit "B" attached hereto and incorporated herein by reference (the "Road Extension Area"); and

WHEREAS, under and in accordance with the terms of the Lease, MVCS constructed the Existing Road, but did not construct an extension of the Existing Road on the Road Extension Area; and

WHEREAS, under paragraph C of the Amendment to Lease ("Paragraph C"), the School District reserved the right to grant easements and leases to third parties to use the Existing Road and the Road Extension Area, conditioned in each instance upon the third party reimbursing MVCS for a portion of the cost of constructing the Existing Road (and any extension thereof constructed on the Road Extension Area), and entering into an agreement to share future costs of maintaining the Existing Road and the Road Extension Area; and

WHEREAS, the School District granted an easement, dated January 7, 1991, to IEH (the "Easement") to construct an extension of the Existing Road on the Road Extension Area (the "Extension") and to use the Existing Road and the Extension to provide access and utility services to an elderly housing project to be developed by IEH (the "Project") on land owned by IEH located north of the Leased Premises and more particularly described in a deed, dated August 6, 1991, from Michael T. Putziger, Trustee of MVY Realty Trust to IEH, recorded with the Dukes County Registry of Deeds at Book 564, Page 656 (the "IEH Deed"); and

WHEREAS, the Easement has been granted subject to and conditioned upon IEH satisfying the conditions of Paragraph C of the Lease described above, and will be recorded simultaneously herewith;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. MVCS hereby waives the right to collect any sum from IEH for reimbursement of any portion of the total amount which has already been expended by MVCS for construction of the Existing Road.

2. IEH agrees, at its sole cost and expense, to (a) fill in the two (2) existing potholes at the entrance to the Existing Road near the Edgartown Vineyard Haven Road and (b) construct, maintain, and repair the Extension after construction of the Project commences,

3. IEH and MVCS agree to maintain and repair the Existing Road and to share the costs of maintaining and repairing same ("Maintenance Costs") as follows. Commencing on the date on which construction of the Project begins and continuing throughout the duration of the Lease and any extensions thereof, IEH and MVCS shall each pay one half (1/2) of all Maintenance Costs, as and when such Maintenance Costs are incurred. Notwithstanding the provisions of the foregoing sentence to the contrary, (a) during any period when one or more third parties other than MVCS or IEH (collectively, the "Third Parties") is obligated to contribute to Maintenance Costs incurred, under the Lease or one or more separate agreements with MVCS (collectively, the "Third Party Agreements"), IEH and MVCS shall each pay one half (1/2) of the sum arrived at by subtracting from the sum of all Maintenance Costs incurred, the amount, if any, which represents the total amount which Third Parties are obligated to contribute to such Maintenance Costs under Third Party Agreements, and (b) at no time shall MVCS be obligated to pay any sums for construction of the Extension, and (c) at no time shall MVCS be obligated pay any sums for repair or maintenance of the Extension; provided that, if MVCS shall commence, at some time in the future, to use the Extension for access to a driveway

entrance across the northerly boundary of the Leased Premises on a regular basis, as reasonably determined by the parties hereto based on an analysis of MVCS' travel over the extension, then in that event MVCS shall share with IEH the costs of repair and maintenance of the Extension in the same manner as MVCS and IEH share the Maintenance Costs for the Existing Road in accordance with this paragraph 3, for so long as MVCS continues to use the Extension for access to the Leased Premises, as aforesaid.

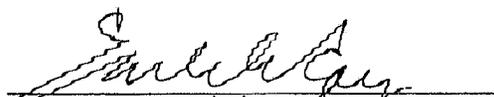
4. In the event of any dispute between the parties hereto concerning the implementation of the terms of this Agreement, the parties agree to arbitrate the dispute before the Martha's Vineyard Commission, or its executive director, or an independent third party mutually agreed upon by IEH and MVCS.

5. This Agreement shall be binding upon IEH and its successors and assigns and shall run with the land which is described in the Easement and the IEH Deed for so long as the Easement is in effect.

6. This Agreement contains the entire agreement between the parties hereto regarding the subject matter contained herein and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to choice of law provisions.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

ATTEST:


Secretary / VICE PRESIDENT

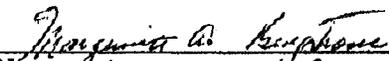
MARTHA'S VINEYARD COMMUNITY SERVICES, INC

BY: 
Name: JUDY MCCARTHY
Title: PRESIDENT

ATTEST:


Secretary

ISLAND ELDERLY HOUSING, INC.

BY: 
Name: MARGUERITE A. BERGSTROM
Title: PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

DUKES COUNTY, SS.

May 4, 1992

Then personally appeared the above-named Judith M. Carthy and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of the said Martha's Vineyard Community Services, Inc., before me,

Nancy L. Wade
Notary Public

My Commission Expires: 10-28-94

COMMONWEALTH OF MASSACHUSETTS

DUKES COUNTY, SS.

April 6, 1992

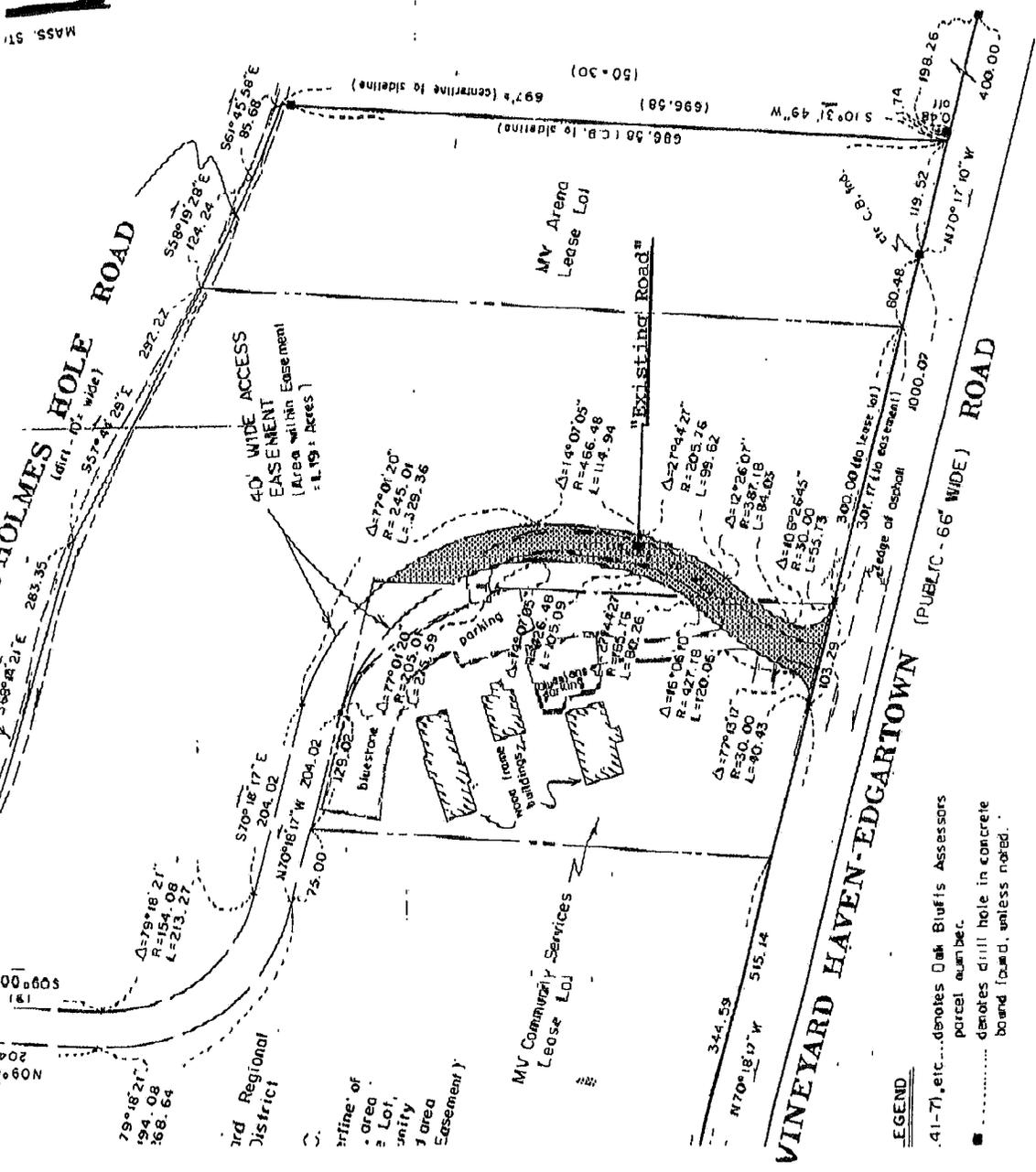
Then personally appeared the above-named Margaret A. Longman and acknowledged the foregoing instrument to be his/her free act and deed, and the free act and deed of the said Island Elderly Housing, Inc., before me,

Adrienne Smith
Notary Public

My Commission Expires: February 12, 1999

Showing the "Existing Road" and Maintenance Agreement

MASS. ST. 1910



This survey and plan were prepared in accordance with the Procedural and Technical Standards for the Practice of Land Surveying in the Commonwealth of Massachusetts.

I certify that the preparation of this plan conforms with the rules and regulations of the Registers of Deeds effective Jan. 1, 1976 and as amended.

D. J. ...
Professional Land Surveyor

Date: June 1, 1990

PLAN OF LAND
IN
OAK BLUFFS, MASS.
PREPARED FOR
ISLAND ELDERLY HOUSING, IN

SCALE: 1" = 100' JUNE 1, 1990
SCHOFIELD BROTHERS, INC.
REGISTERED
PROFESSIONAL ENGINEERS & LAND SURVEYORS
STATE ROAD, P.O. BOX 339, VINEYARD HAVEN, MA

LEGEND
41-71, etc... denotes Oak Bluffs Assessors parcel number.
■ denotes drill hole in concrete bound found, unless noted.

new ways are shown.

This survey and plan were prepared in accordance with the Procedural and Technical Standards for the Practice of Land Surveying in the Commonwealth of Massachusetts.

I certify that the preparation of this plan conforms with the rules and regulations of the Registers of Deeds effective Jan. 1, 1976 and as amended.

Donald R. Nadeau
Professional Land Surveyor

Date: June 1, 1990

PLAN OF LAND
IN
OAK BLUFFS, MASS.

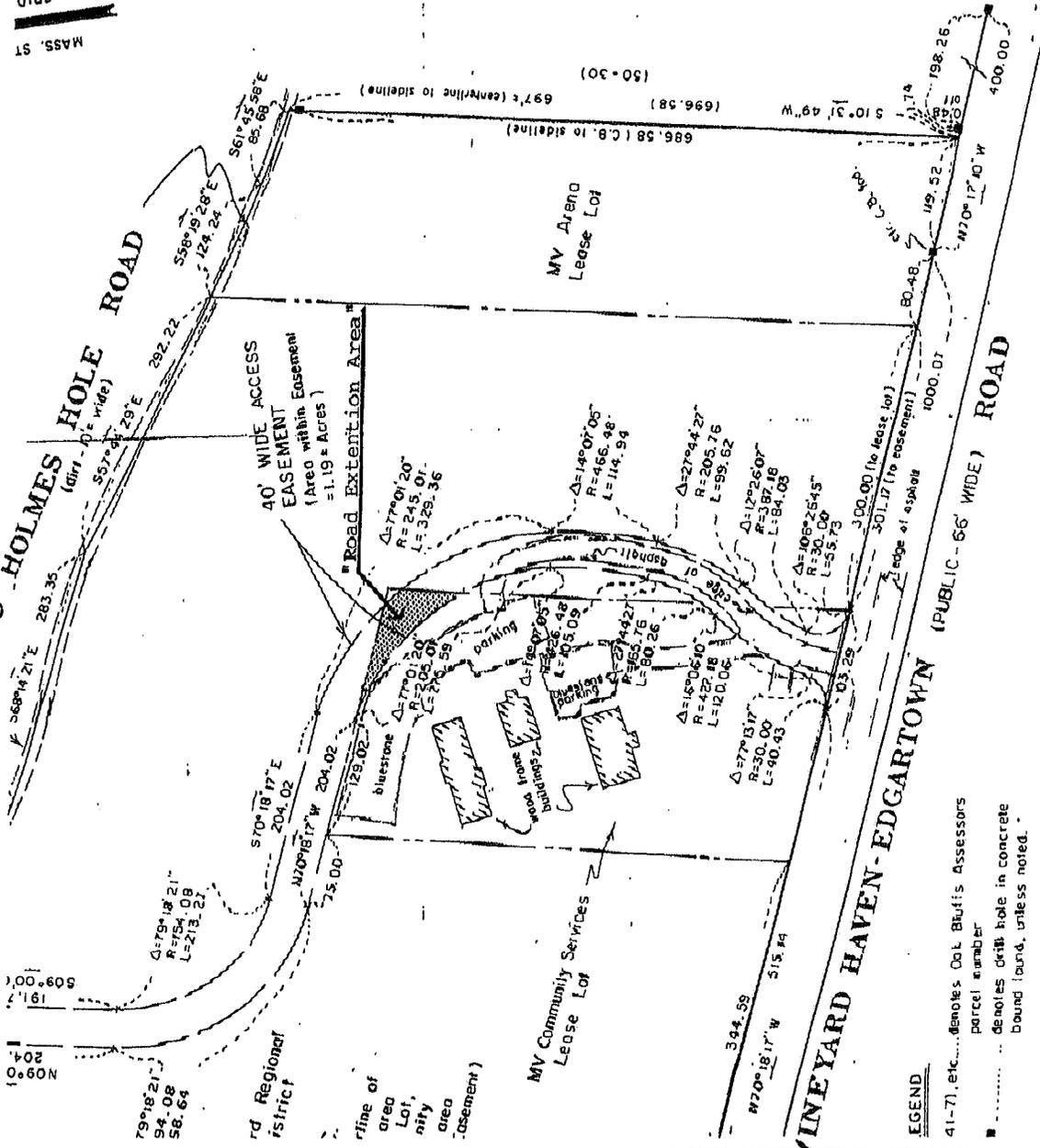
PREPARED FOR
ISLAND ELDERLY HOUSING, INC.

SCALE: 1" = 100' JUNE 1, 1990

SCHOFIELD BROTHERS, INC.
REGISTERED
PROFESSIONAL ENGINEERS & LAND SURVEYORS
STATE ROAD, P.O. BOX 539, VINEYARD HAVEN, MA 01906

0 50 100 150 200 250 300 350 400

GRID
MASS. 91



LEGEND

- 41-71, etc. denotes Oak Bluffs Assessors parcel number
- denotes 66' wide hole in concrete bound land, unless noted.

EXHIBIT B to Shared Costs and Maintenance Agreement showing the "Road Extension Area"

Ermondman
744/612

FOR LOVE

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EASEMENT

The Martha's Vineyard Regional High School District Committee, a corporate body politic with offices in Oak Bluffs, Massachusetts (hereinafter referred to as "Grantor"), being the fee owner of that certain parcel of land in Oak Bluffs, Massachusetts described in a deed recorded in the Dukes County Registry of Deeds at Book 229 Page 51, in consideration of One (\$1.00) Dollar and other good and valuable consideration paid, grant to Island Elderly Housing, Inc., a Massachusetts corporation having a mailing address of Post Office Box 395, Vineyard Haven, Massachusetts (hereinafter referred to as "Grantee"), the non-exclusive perpetual right and easement over a strip of land shown as "40' WIDE ACCESS EASEMENT" consisting of 1.19 acres and shown on the plan entitled "Plan of Land in Oak Bluffs, Mass. prepared for Island Elderly Housing, Inc. scale: 1" = 100' dated: June 1, 1990" by Schofield Brothers, Inc., Professional Engineers and Land Surveyors, State Road, Vineyard Haven, MA 02568 and recorded in Dukes County Registry of Deeds as Oak Bluffs Case File No. 276, for passage by vehicle and otherwise, and the right to use such easement for all purposes for which easements, streets and ways are now or hereafter used in the Town of Oak Bluffs, together with and subject to the rights of all others now or hereafter entitled thereto.

Said easement may also be used for the installation and maintenance of utilities, and for the connection to all existing or future utilities installed therein for the provision of water, electricity, gas, cable television, telephone and other utilities.

Said non-exclusive, perpetual right and easement shall be appurtenant to that certain parcel of land owned by Grantee, which parcel is more particularly described in a deed recorded in the Dukes County Registry of Deeds at Book 364 Page 656,

D139-C2331

E091043

and is subject to and has the benefit of the following conditions, agreements and rights:

1. Said Easement is personal to Island Elderly Housing, Inc., or to any successor provided that such successor is a non-profit corporation or a governmental entity which provides the services set forth in Paragraph 2 below, and for use by its agents, employees, members, tenants and invitees.
2. Said Easement may be used only for access to a residential development for persons aged sixty or greater and for handicapped persons of any age, which development shall be comprised of not more than forty-five (45) one bedroom dwelling units, each housing not more than two individuals.
3. Said Easement is subject to all rights and obligations set forth in a certain lease dated September 16, 1985, between the Grantor and Martha's Vineyard Community Services, Inc. and in an Amendment to Lease between the same parties dated in July, 1987, and specifically including the obligations pursuant to Paragraph C of said Amendment to Lease relative to sharing the costs of road construction and maintenance with Martha's Vineyard Community Services, Inc. and such other parties or persons who may utilize the easement pursuant to a grant from the Grantor.
4. Grantee shall have the sole responsibility for constructing and maintaining the roadway within said 40' wide access easement subject to the provisions of paragraph 5, below, and exclusive of that area of said easement across which Martha's Vineyard Community Services, Inc. has rights pursuant to the Lease and Amendment to Lease hereinabove referenced.

EASEMENT

5. The Grantor reserves the right to grant additional easements consistent with the purposes of the grant described herein to such other persons or entities which it may, in its sole discretion, deem appropriate, or to utilize the easement for its own purposes and uses as it may from time to time in its sole discretion determine, provided however, that each such grantee of additional easements, (hereinafter referred to as "additional grantee"), shall contribute to the cost of maintenance of such roadway on a proportionate basis. Said proportionate share shall be determined by Grantee and additional grantee by agreement, or if agreement cannot be reached, the share shall be based on a traffic count of Grantee's usage, the use of others and estimated vehicular usage for the activities of the additional grantee. Such traffic count to be performed by the Martha's Vineyard Commission. If the Martha's Vineyard Commission shall for any reason be unable to perform said traffic count, then said traffic count shall be performed by a qualified consultant designated by the Regional High School District Committee.
6. The Grantee hereby agrees by the acceptance and usage of this Easement to indemnify and hold harmless the Grantor from any and all liability, loss, damage or costs which might be occasioned by Grantee's usage of this Easement unless such loss, liability, damage or costs are caused by the negligence of the Grantor, its agents or lessees other than the Grantee.
7. The grantor hereby reserves the right to relocate said easement provided that the entire expense of such relocation, and, if necessary, temporary access is borne solely by the grantor and further that the grantor

0001050

obtains the prior consent and any necessary approvals for such relocation from the Martha's Vineyard Commission and all appropriate Town boards or agencies.

IN WITNESS WHEREOF, this Easement has been executed as a sealed instrument on behalf of the Martha's Vineyard Regional High School District Committee, this 7th day of ~~November~~ January 1990.
1991

Martha's Vineyard Regional High School District Committee

J. Borkow
by: Joan Borkow
its: Chairman

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

~~November 7, 1990~~
January 7, 1991

Then personally appeared the above named Joan Borkow, Chairman of the Martha's Vineyard Regional High School Committee, and acknowledged the foregoing to be the free act and deed of said Martha's Vineyard Regional High School Committee, before me,

William M. Hooley
Notary Public

My commission expires: June 7, 1996

Recorded, Oct 22 1992
at 1 o'clock and 30 minutes PM
received and entered with Dukes County Deeds
book 591 page 047

4
Attest: Severly W. Fry
Register

ENT & AMENT, P.C.
TOWN HALL SQUARE
ALMOUTH, MA 02541