

Amendment 973-1097 Amendment
Amendment 820/887 744/612

Amendment
841/794

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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 564 Page 656,

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AMENT & AMENT, P.C.
TOWN HALL SQUARE
PALMOUTH, MA 02841

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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.

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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

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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.

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

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

Notary Public, Mass. Oct 23 1991
at 1 o'clock and 30 minutes A M
received and entered with Dukes County Deeds
book 591 page 047

4

Attest: Lucy W. Fenwick
Register

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