

COMMONWEALTH OF MASSACHUSETTS

DUKES, SS.

LAND COURT DIVISION OF THE TRIAL
COURT
CIVIL ACTION No. 22 MISC 000356

4 STATE ROAD MVY LLC,
Plaintiff,

v.

JOSEPH GRILLO, TRUSTEE OF 10 STATE ROAD CONDOMINIUM
TRUST,
Defendant.

CONDITIONAL SETTLEMENT OF EASEMENT DISPUTE

Now come all parties in the above-captioned matter and hereby agree to the settlement of this legal dispute. This settlement is conditioned on the Plaintiff receiving all local and state approval for access to 4 State Road, for an egress driveway on the opposite side of Plaintiff's building, and any other permits or approvals necessary to effectuate the terms of this agreement. The Parties agree that if the requisite approvals are not obtained, this agreement is null and void and the Parties may pursue their claims in the pending litigation.

The attached plan depicts the New Driveway Easement ("The New Easement") which, once finalized, resolves all pending issues in the case and will be recorded with the registry of deeds. It will replace and supersede the existing driveway easement which is recorded with the Dukes County Registry of Deeds at Book 347, Page 266 and will be registered with the Dukes County Division of the Land Court. It is agreed and understood that a final plan will be created showing the New Easement in greater detail and in final form ("the New Plan"). The purpose of this agreement and the attached plan is to memorialize all material terms of the settlement. The Parties

will execute a more detailed agreement which will include all these material terms.

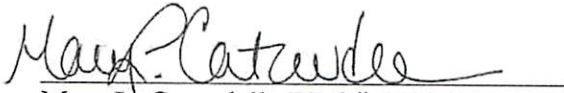
The parties agree to widen the entrance of the New Easement from State Road as shown on the New Plan, which entrance shall extend beyond 6 feet on to the Defendant's property for purposes of accommodating a wider turning radius for vehicles entering on to the New Easement. The Parties will share equally in the costs to widen the entrance of the New Easement as shown on the New Plan, and the Defendant will grant the Plaintiff an easement to use the widened entranceway. The Parties recognize that state and local approvals may be required to accomplish this goal, and that this is one of the conditional approval provisions referenced above.

The Parties agree that the New Easement will be for ingress only and 3 feet on the Defendant's property after the point of the widened entranceway, to the area marked as "Bi-directional Driveway for Residents of 10 State Road" ("Bi-directional Driveway"). The New Easement will allow for bi-directional travel for both parties along the Bi-directional Driveway. The Bi-directional Driveway portion of the New Easement shall be 6 feet on either side of the property line between the two properties, and will then again narrow to 3 feet on the Defendant's property to accommodate the Defendant's landscaping as shown on the New Plan. The Plaintiff and Defendant shall share equally in the cost of surveying and staking the New Easement on the ground as well as the reasonable and necessary costs to construct and maintain said easement, in strict accordance with the New Plan. The Parties agree that the Defendant will also grant an easement to Plaintiff to construct, use and maintain parking space No. 23 as shown on the New Plan.

In addition, the Parties agree that if this settlement is finalized in accordance with these

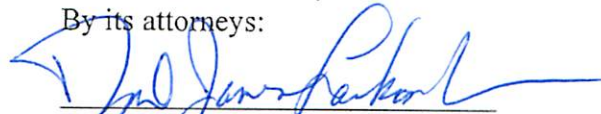
terms, the lawsuit will be dismissed with prejudice, each party to bare their own costs, and the parties will sign mutual releases.

PLAINTIFF,
4 State Road MVY, LLC,
By its attorney



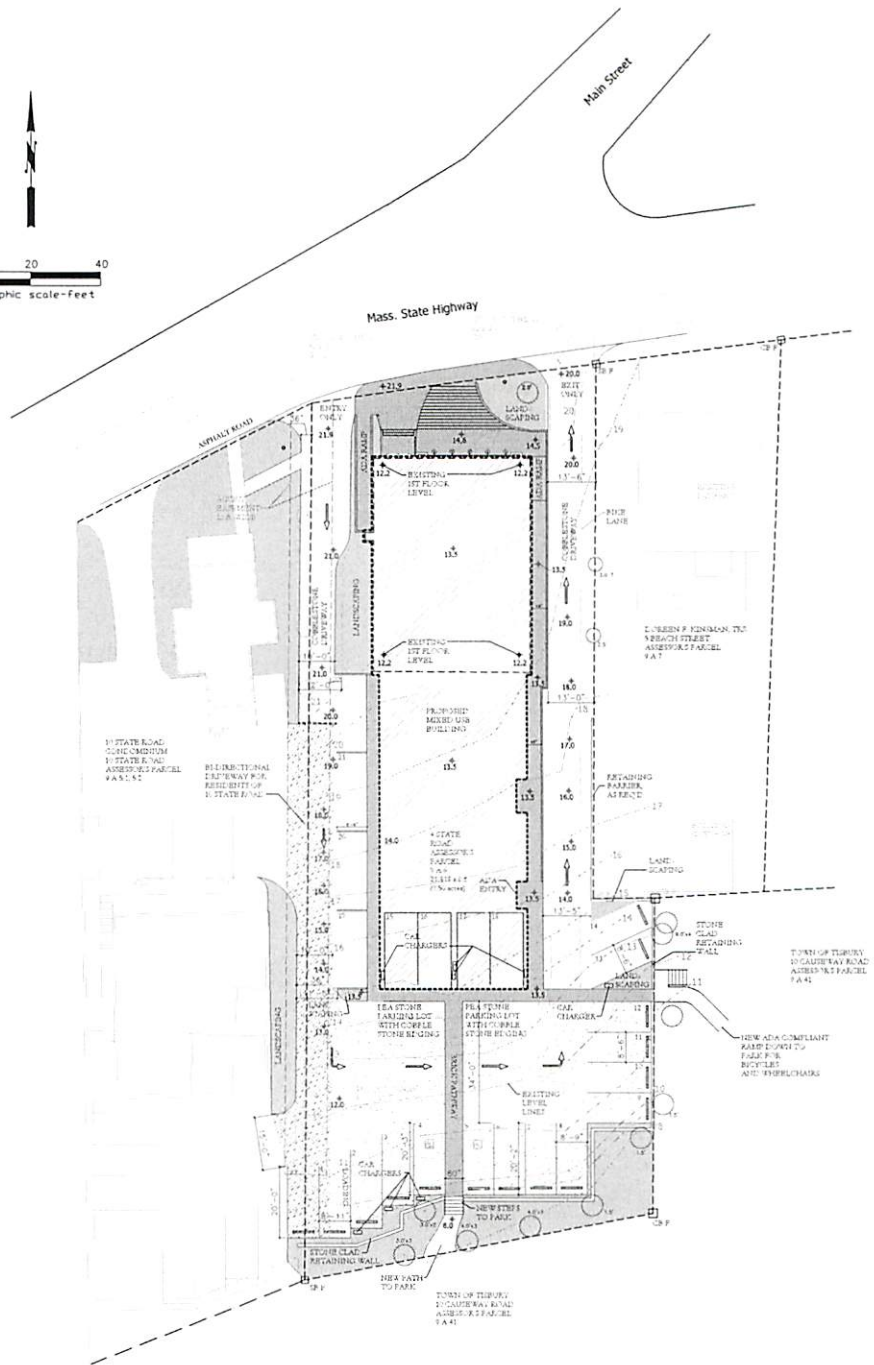
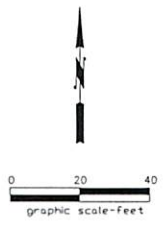
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Tel. (978) 475-4896
mcataudella@touchstonelawoffices.com

DEFENDANT,
Joseph Grillo, Trustee of the 10 State Road
Condominium Trust,
By its attorneys:



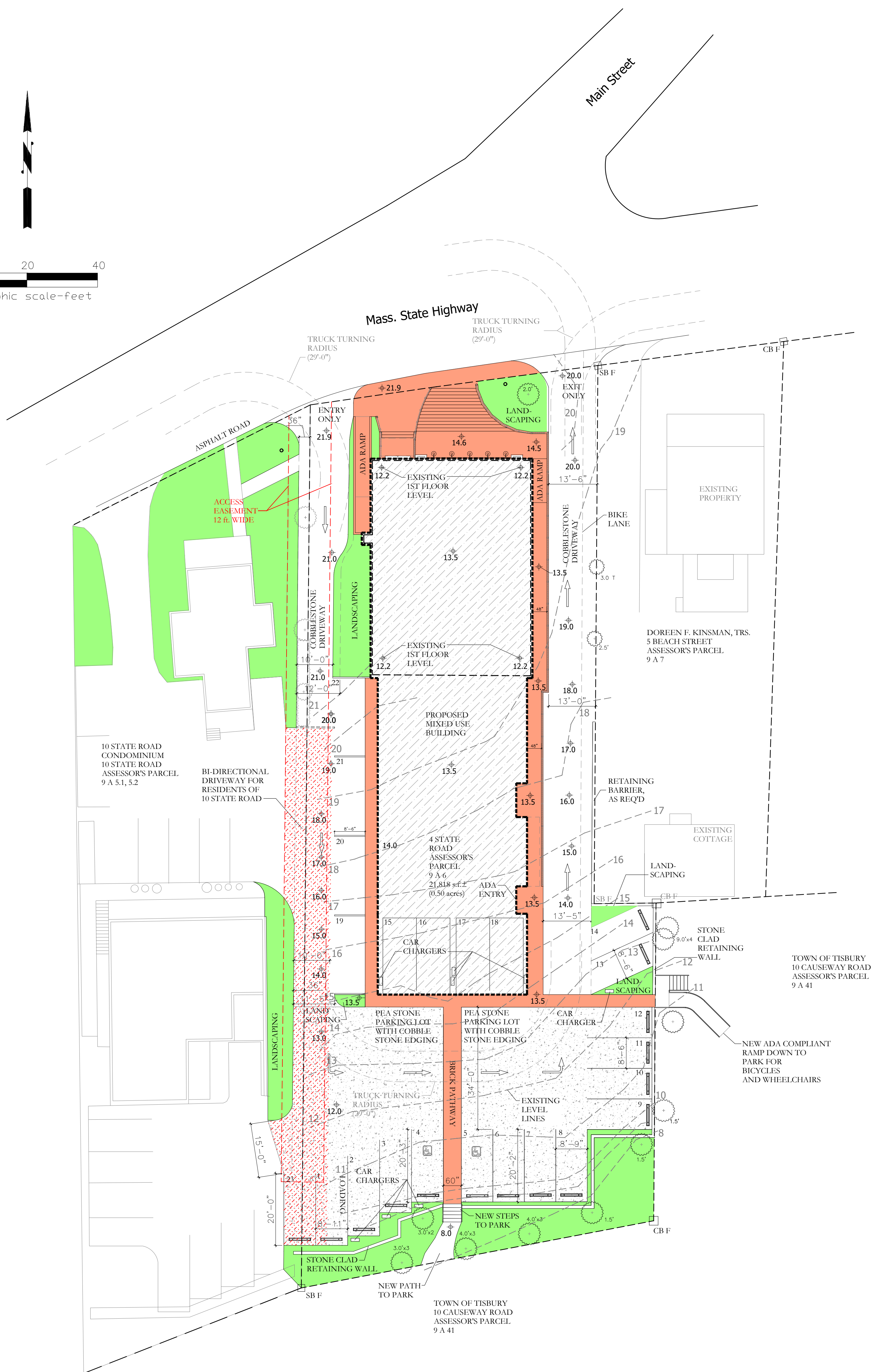
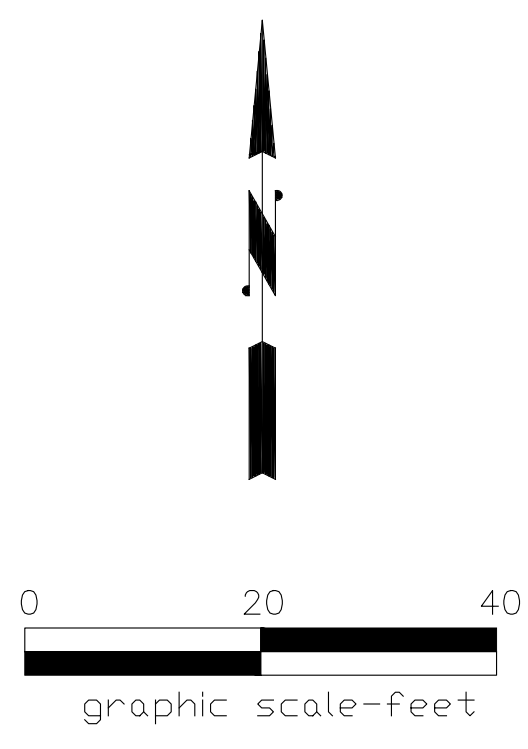
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Dated: November 22, 2023



PERMIT SET
NOT FOR CONSTRUCTION

A- 102.1	1/16"=1'-0" Scale 11/20/2023 Date	4 State Road Vineyard Haven Martha's Vineyard, Massachusetts		Delano & Co. 1 Lagoon Pond Road, #2109 Vineyard Haven, Massachusetts
	PROPOSED EASEMENT PLAN			



PERMIT SET
NOT FOR CONSTRUCTION

102.1
A-

1/16"=1'-0" Scale: 11/20/2023 Date:
**PROPOSED EASEMENT
PLAN**

4 State Road
Vineyard Haven
Martha's Vineyard, Massachusetts



Delano & Co.
1 Lagoon Pond Road, #2109
Vineyard Haven, Massachusetts