

# Dukes County Registry of Deeds

## Electronically Recorded Document

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### Recording Information

Document Number : 65  
Document Type : DEED  
Recorded Date : January 05, 2023  
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Recorded Book and Page : 01645 / 772  
Number of Pages(including cover sheet) : 5  
Receipt Number : 247249  
Recording Fee (including excise) : \$18,424.64

\*\*\*\*\*  
MASSACHUSETTS EXCISE TAX  
Dukes County ROD #8 001  
Date: 01/05/2023 02:20 PM  
Ctrl# 046437 16624 Doc# 00000065  
Fee: \$18,269.64 Cons: \$4,006,391.22  
\*\*\*\*\*

**Dukes County Registry of Deeds**  
**Paulo C. DeOliveira, Register**  
**81 Main Street**  
**PO Box 5231**  
**Edgartown, MA 02539**  
**508-627-4025**  
**[www.Masslandrecords.com](http://www.Masslandrecords.com)**

MARTHA'S VINEYARD LAND BANK FEE  
 PAID \$80,127.82  
 EXEMPT *M. McManus fine*  
 65873 01/05/2023  
 NO. DATE CERTIFICATION

Property address: Portion of 190 Beach Road, Vineyard Haven (Tisbury), MA.

QUITCLAIM DEED

**Tisbury Marine Terminal, LLC**, a Massachusetts limited liability company, having a mailing address c/o R.M. Packer Co., Inc., 188 Beach Road, Vineyard Haven, MA 02568 ("Grantor"),

for consideration of Four Million Six Thousand Three Hundred Ninety-One and 22/100 Dollars (\$4,006,391.22) paid, hereby grants to

**Vineyard Wind 1 LLC**, a Delaware limited liability company, having an address at 700 Pleasant Street, Suite 510, New Bedford, Massachusetts 02740 ("Grantee"),

The land at Beach Road, in the Town of Tisbury, County of Dukes County and Commonwealth of Massachusetts on the Northerly side of Beach Road, so-called bounded and described as follows:

Beginning at a point in the Northerly sideline of the Beach Road leading from Tisbury to Oak Bluffs. Said point being 105.15 feet North 59°46'41" East of a record Massachusetts Highway Bound at an angle point in the sideline of the road:

Thence, North 45°50'59" West about 226 feet to Vineyard Haven Harbor.

Thence, Easterly about 309 feet by Vineyard Haven Harbor to a point.

Thence, South 30°08'12" East 41.97 feet to a point, said point being North 30°08'12" West 7.12 feet of a drill hole in a concrete seawall.

Thence, by the Northerly sideline of Beach Road South 59°46'41" West 194.43 feet to the point of beginning.

Being the same parcel of land shown as "Lot 2" on a plan titled "Plan of Land in Tisbury, Mass. Surveyed for Tisbury Marine Terminal LLC, Scale 1" = 30', November 14, 2022, recorded in the Dukes County Registry of Deeds at Plan Book 19, Page 147 (the "Plan").

Subject to and with the benefit of all takings, easements, agreements, restrictions, covenants and other matters of record, in so far as the same are in force and applicable, including, without limitation:

- a. License No. 15519 dated June 28, 2022 by the Commonwealth of Massachusetts recorded with the Dukes County Registry of Deeds in Book 1630, Page 830.
- b. Easement dated as of November 12, 2022 by Tisbury Marine Terminal LLC in favor of Vineyard Wind 1 LLC recorded with the Dukes County Registry of Deeds in Book 1642, Page 222.

*Reservation of Easement.* Grantor hereby reserves as appurtenant to “Lot 1” shown on the Plan an easement over the four foot wide strip of land located on southwesterly portion Lot 2 and shown as the “Proposed 4’ Wide Easement” (the “Easement Area”) on the Plan, the right and easement to use the Easement Area for all purposes that a fee owner may use its own property, except that (i) no “structures” as such term is now or hereafter defined under the Tisbury Zoning By-law shall be permitted on the Easement Area; (ii) no use of the Easement Area shall be made which interferes with Grantee’s current or future improvements or operations on Lot 2, or which are in violation of applicable law or regulation (including, without limitation, any regulation, permit or approval from the Town of Tisbury or the Martha’s Vineyard Commission); and (iii) Grantor shall not engage in any hazardous or dangerous activity on the Easement Area, or bring any hazardous materials onto the Easement Area, where “hazardous materials” include any materials deemed hazardous, dangerous, or unsafe pursuant to any applicable law or regulation; (iv) Grantor shall be responsible for all real estate taxes assessed with the respect to the use of the Easement Area and any property or improvements thereon; and (v) Grantor shall indemnify, hold harmless and defend Grantee from all loss, cost and liability to the extent caused by Grantor’s use of the Easement Area. The rights and obligations with respect to the Easement Area shall run with the land and shall bind and benefit Grantor and Grantee and their respective successors and assigns.

*Right of First Offer.* During such time as Grantor shall hold title to “Lot 1” as shown on the Plan, in the event that Grantee wishes to sell all or substantially all of Lot 2 to a third party (the “Offer Property”), Grantor shall have a right of first offer to purchase the Offer Property for fair market value, and the parties shall proceed as set forth in this paragraph. Grantee shall notify Grantor of its intention to sell the Offer Property and to consider any reasonable offer received from Grantor within twenty (20) business days of providing such notice. In the event Grantor does not transmit an offer to Grantee within such 20 business-day period, Grantor shall be deemed to have waived its right of first offer and Grantee shall be free to sell the Offer Property. If Grantor shall timely transmit an offer to Grantee, and Grantee reasonably concludes that Grantor’s offer does not constitute fair market value for the Offer Property, Grantee may consider the purchase offer of a third party, provided, however, that upon receipt of any offer that Grantee deems as constituting fair market value for the Offer Property, Grantee shall notify Grantor of such offer. No later than twenty (20) business days thereafter, Grantor shall provide written notice to Grantee of Grantor’s intention, if any, to purchase the Offer Property for the amount set forth in Grantee’s notice, and Grantee shall accept Grantor’s offer. Grantor’s purchase right shall be subject to delivery of the offer amount to Grantee in readily available funds no later than forty (40) business days after providing such written notice to Grantee, and shall be waived and no longer have any effect upon Grantor’s failure to

timely deliver such consideration. The foregoing right of first offer shall not prohibit or otherwise restrict Grantee's sale or transfer of any rights in the Offer Property, nor shall Grantor have any right to purchase the Offer Property or to restrict the party to whom Grantee sells or transfers the Offer Property, if the sale or transfer is (i) part of a transfer or sale of Grantee's offshore wind farm project, or (ii) to an affiliate of Grantee. Such right of first offer shall be personal to Tisbury Marine Terminal, LLC and shall automatically expire, and be of no further force or effect, upon Tisbury Marine Terminal, LLC ceasing to hold title to "Lot 1" as shown on the Plan for any reason. An affidavit signed by Grantee and recorded with the Dukes County Registry of Deeds shall be conclusive in favor of any person acting in reliance thereon, without necessity of further inquiry, as to whether such rights have been exercised by Grantor or has expired, has lapsed or has been waived.

*Use Restriction.* During such time as Grantor shall hold title to "Lot 1" as shown on the Plan and use the same for marine barge and/or marine fuel delivery services, Grantee shall not engage in marine barge or fuel delivery services on or from Lot 2 without Grantor's consent, provided, however, that no such provision shall restrict Grantee, its successors, and assigns or commercial counterparties thereto from use of Lot 2 in any manner necessary to conduct operations and maintenance of offshore electric generating windfarm facilities. Such provision shall be personal to Tisbury Marine Terminal LLC and shall expire upon the earlier of (i) Tisbury Marine Terminal, LLC ceasing to hold title to and occupy Lot 1 for marine barge and/or marine fuel delivery services, provided, however, that in the event that Tisbury Marine Terminal, LLC sells Lot 1 to a third party engaged in marine barge and/or marine fuel delivery services at the time of such sale, the provision shall remain effective until such third party transfers title to Lot 1, or ceases to conduct marine barge and/or marine fuel delivery services on or from Lot 1; or (ii) November 8, 2032. An affidavit signed by Grantee and recorded with the Dukes County Registry of Deeds shall be conclusive in favor of any person acting in reliance thereon, without necessity of further inquiry, as to whether such use restriction has expired.

The property conveyed herein does not constitute all or substantially all of Grantor's property in the Commonwealth of Massachusetts.

Being a portion of the property conveyed to Grantor by deed of R.M. Packer Co. Inc. recorded on December 31, 2018 with the Dukes County Registry of Deeds in Book 1485, Page 354.

{signature page follows}

WITNESS the execution hereof, under seal, as of this 5th day of January, 2023.

Tisbury Marine Terminal, LLC,  
a Massachusetts limited liability  
company

By: *Ralph M. Packer Jr.*  
Name: Ralph M. Packer Jr.  
Title: Manager

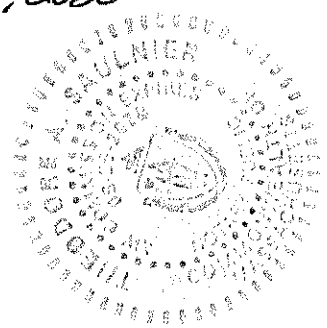
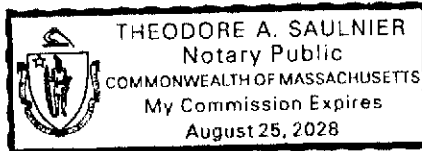
COMMONWEALTH OF MASSACHUSETTS

BALSTABLE, ss.

On this 5<sup>TH</sup> day of JANUARY, 2023, before me, the undersigned notary public, personally appeared **Ralph M. Packer Jr.**, proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Manager of **Tisbury Marine Terminal, LLC**.

*[Signature]*

Notary Public  
My Commission expires: AUGUST 25, 2028



ATTEST: Paulo C. DeOliveira, Register