

Lynn Allegaert  
14 Thayer Street  
Edgartown, MA 02539

Martha's Vineyard Commission  
33 New York Ave.  
Oak Bluffs, MA -2557

May 10, 2021

Dear Commissioners,

Re: DRI 614 M7

Since you are considering whether to extend the construction period of the Pease Cottage as part of the Harbor View Hotel request, I would like to make you aware of an additional issue I have with the Harbor View Hotel. In 2008 Scout, the then owner of the hotel, offered me an incentive to support their expansion plan before presenting it to the MVC. In an agreement dated April 16, 2008 (copy attached), I agreed to support the hotel's plans in return for Scout agreeing to keep to the terms of the 1992 special permit, keep in place existing screening between our two properties on the hotel's side of my fence and add additional screening when the new building behind my fence line was built. There were also agreements about low lighting. This agreement stipulated that it also applied to Scout's successors and assigns.

Since Upland Capital is in noncompliance with the Scout Agreement as it violates the 1992 special permit by building a bar/restaurant/nightclub outside the pool area and serving alcohol there and also destroying all of the existing screening between our two properties, to say nothing of the glaring lighting at the new bar/restaurant/nightclub, I withdraw my support of the 2008 MVC approvals to the extent they have not been built, in particular Captain Cottage 11 in the 2008 MVC



application, now referred to as the Pease Cottage.

I ask that the approval for this building not be extended until or unless my agreement with Scout is honored.

Sincerely,

*Lynn Allegaert*

Lynn Allegaert



## AGREEMENT

This agreement, made and entered into this 16 day of April, 2008, by and between Lynn Allegaert, with an address of 14 Thayer Street, Edgartown, MA (ALLEGAERT) a direct abutter to a portion of the Northerly boundary of the Harbor View Hotel property (HOTEL) and Scout Harbor View Property 1, L.L.C.. (SCOUT), a domestic limited liability company with an address of 131 North Water Street, Edgartown, MA 02539 as owner of HOTEL.

WHEREAS SCOUT is in the permitting stages of a major renovations of the HOTEL;  
and

WHEREAS, ALLEGAERT wishes to protect the value of, and her ability to quietly enjoy her property; and

WHEREAS, SCOUT and ALLEGAERT desire to cooperate to achieve the foregoing objectives.

NOW THEREFORE in consideration of the mutual promises and covenants herein the parties agree that:

1. SCOUT agrees to install at SCOUT'S expense, and as part of SCOUT'S construction and renovation of the Harbor View Hotel, a dense landscaping screen at a height sufficient to block views between the ALLEGAERT property and cottages 7, 9, 10, 11 and 12. The plan for such landscaping (the "Landscape Plan") and the related site plan (the "Harbor View Site Plan") depicting the location of cottages 7, 9, 10, 11, and 12 are noted on the attached drawings labeled as Exhibit I (the Landscape Plan) and Exhibit II (the Harbor View Site Plan) of this agreement and are attached hereto. Further, SCOUT agrees to install the Landscape Plan prior to occupancy of the aforementioned cottages. The Landscape Plan shall be maintained in perpetuity by SCOUT, its successors and assigns.
2. SCOUT agrees to repair or replace all damaged items on the ALLEGAERT property during, or due to the construction to their pre-construction condition. This includes, but is not limited to, structures, fences, landscaping, trees and other plantings.
3. SCOUT will not place outdoor lighting on cottages 7, 9, 10, 11 or 12 other than those required by law, local permitting authorities, or liability insurers. Such lighting must be downfacing, utilizing the minimum required wattage.
4. SCOUT will not add new lighting to the pergola on the great lawn other than that which is required by law, local permitting authorities, or liability insurers. Such lighting must be downfacing, utilizing the minimum required wattage.
5. SCOUT will not supply or schedule any games of any kind in the pergola.
6. SCOUT will continue to comply with the March 6, 1992 agreement regarding outdoor entertainment and will hold to the prohibition against amplified sound on the Harbor View property.

AOW

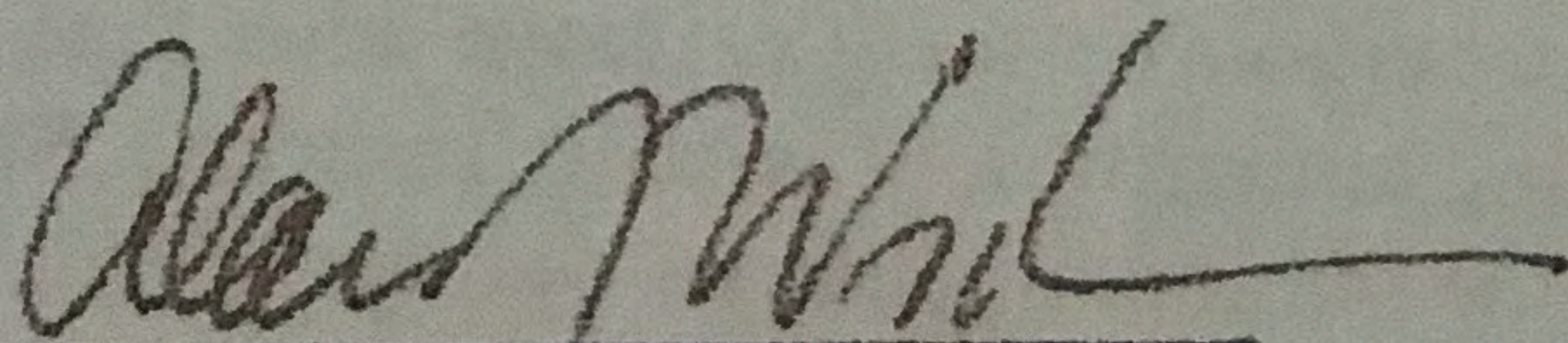


- 7. SCOUT will install sound baffles on all balconies that face north.
- 8. SCOUT will make all other reasonable efforts to ensure that the construction and use of the property adjacent to ALLEGAERT will not cause any additional light pollution, noise pollution, allow guests on the property views into ALLEGAERT's property or otherwise infringe on ALLEGAERT's ability to quietly enjoy her property.
- 9. ALLEGAERT agrees to support any and all permitting by SCOUT for the property in the form of one letter of support to be submitted to local, regional, state or federal permitting authorities, including, without limitation the Edgartown Historic District Commission, the Martha's Vineyard Commission and the Edgartown Zoning Board of Appeals. In executing this Agreement ALLEGAERT, her heirs, successors and assigns also waive any and all rights of appeal from any decision from any permitting authority, including specifically without limitation the Edgartown Historic District Commission, the Martha's Vineyard Commission and the Edgartown Zoning Board of Appeals, so long as the impacts from SCOUT's redevelopment and renovation plans as proposed for the Harbor View Hotel are substantially the same, less than or reduced compared to the impacts from those plans proposed to ALLEGAERT.
- 10. This agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties.
- 11. This agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any dispute arising in connection with this Agreement shall be resolved in binding mediation by a mediator on Martha's Vineyard qualified and acting under a mediation program approved by the District Court of Edgartown.
- 12. It is agreed by the parties that this instrument may be executed in counterparts.
- 13. This Agreement may not be recorded or registered without the written consent of both parties.

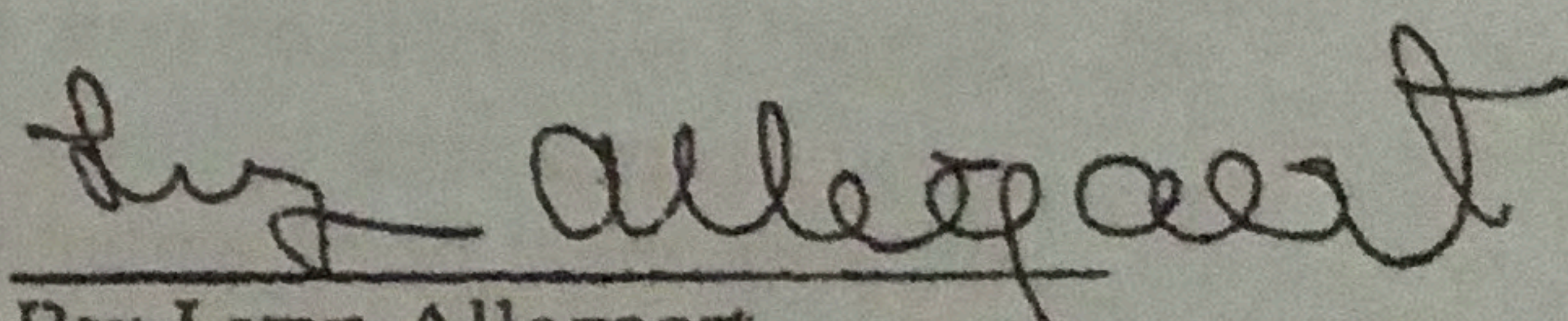
Executed as an instrument under seal and made effective as of April 16, 2008.

Scout Harbor View Property 1, LLC

Lynn Allegaert

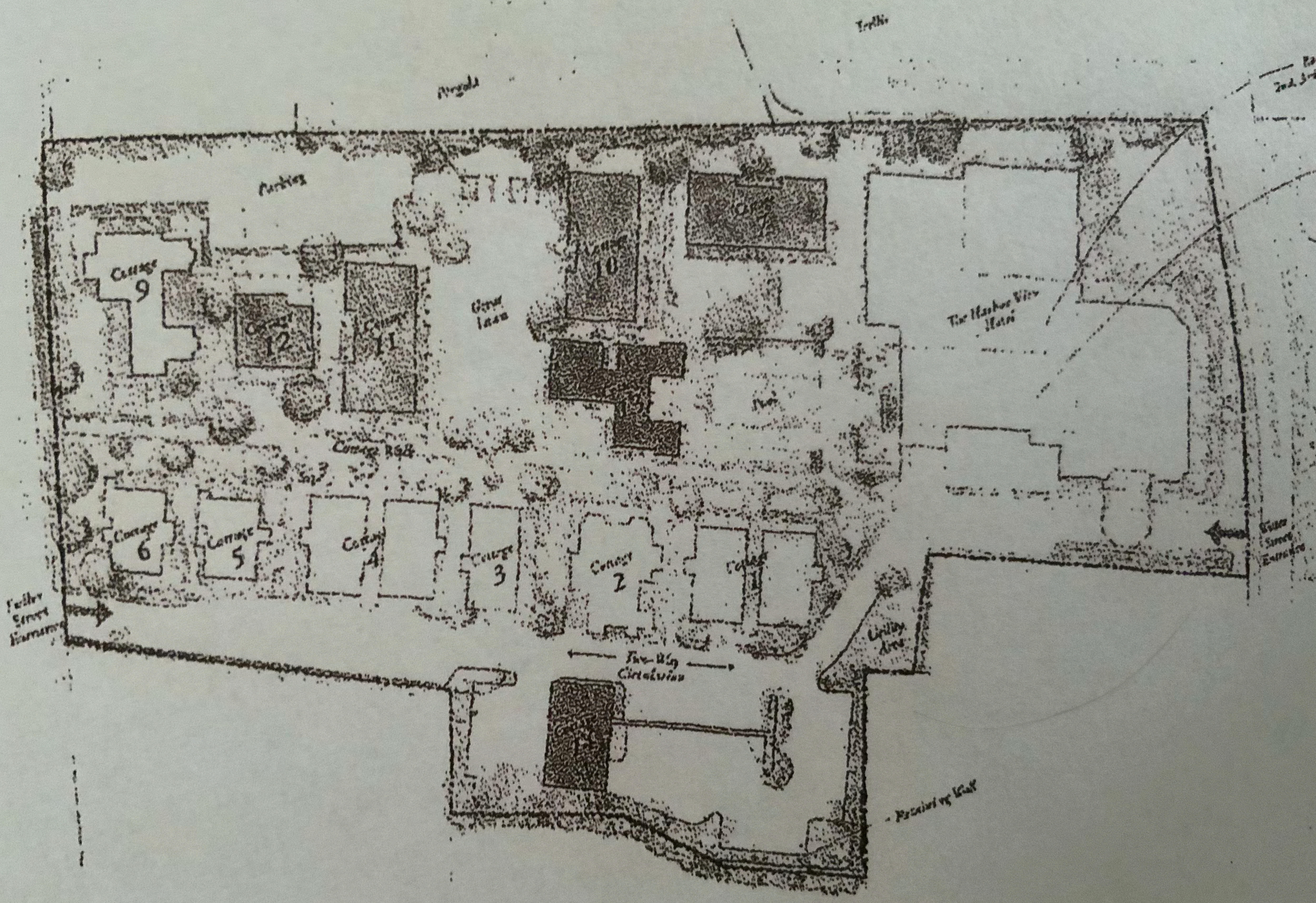


By: Alan Worden, Principal  
Duly Authorized



By: Lynn Allegaert

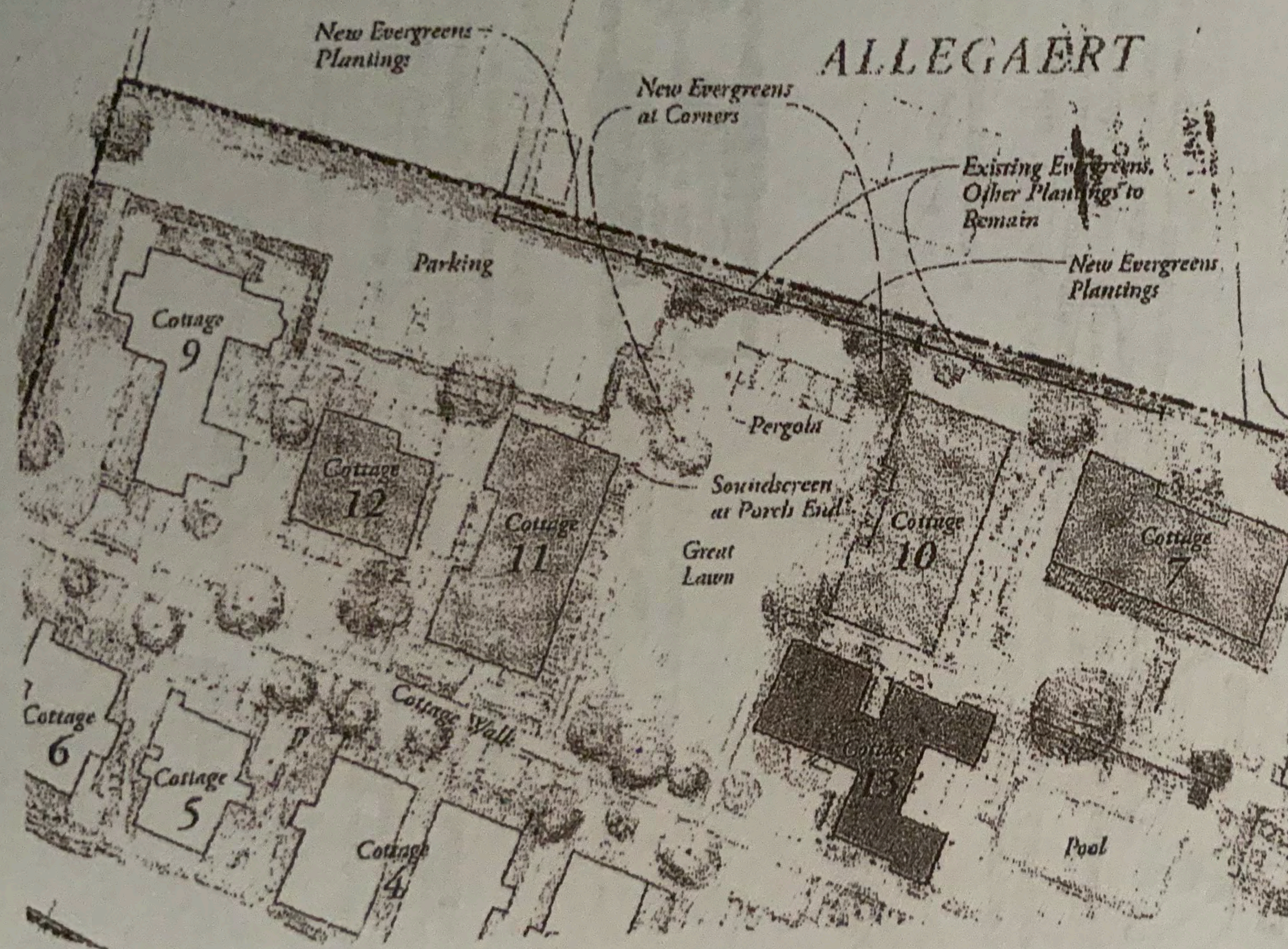




WALTER W. W. W.

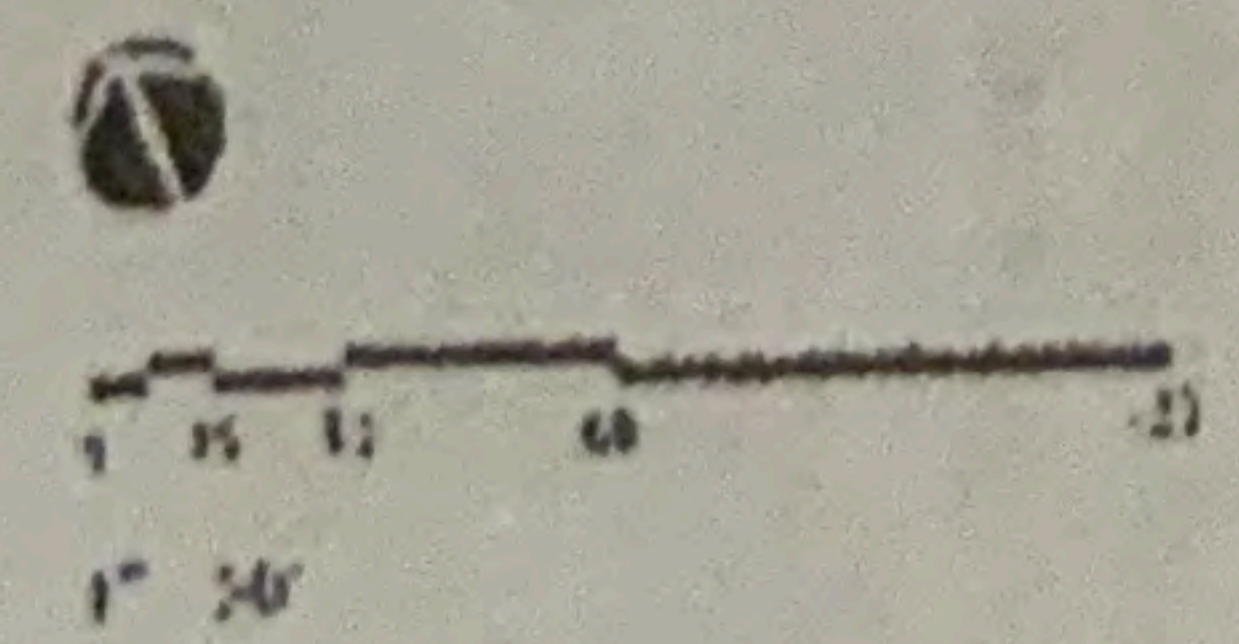


# ALLEGAERT



## HARRON VIEW HOTEL ALLEGAERT PLANT LIST

Botanical Name	Common Name	Size
<i>Taxus</i>		
<i>Caroliniana</i>	Royal Dogwood	3' cal. B&B
<i>flexilis</i>	American Holly	4-10' cal. B&B
<i>procumbens</i>	Japanese Black Pine	4-10' cal. B&B
<i>spicata</i>	White Pine	4-10' cal. B&B
<i>canadensis</i>	Red Oak	3' cal. B&B
<i>Shrub</i>		
<i>taxifolia</i>	Yew	2.5' ht
<i>virginiana</i>	Winterberry	2.5' ht
<i>macrocarpa</i>	Northern Bayberry	1.5' ht
<i>alternifolia</i>	Japanese Holly	2.5' ht



SCOTT

Exhibit 1 - Landscape Plan  
M.A.A. 2009

ROW

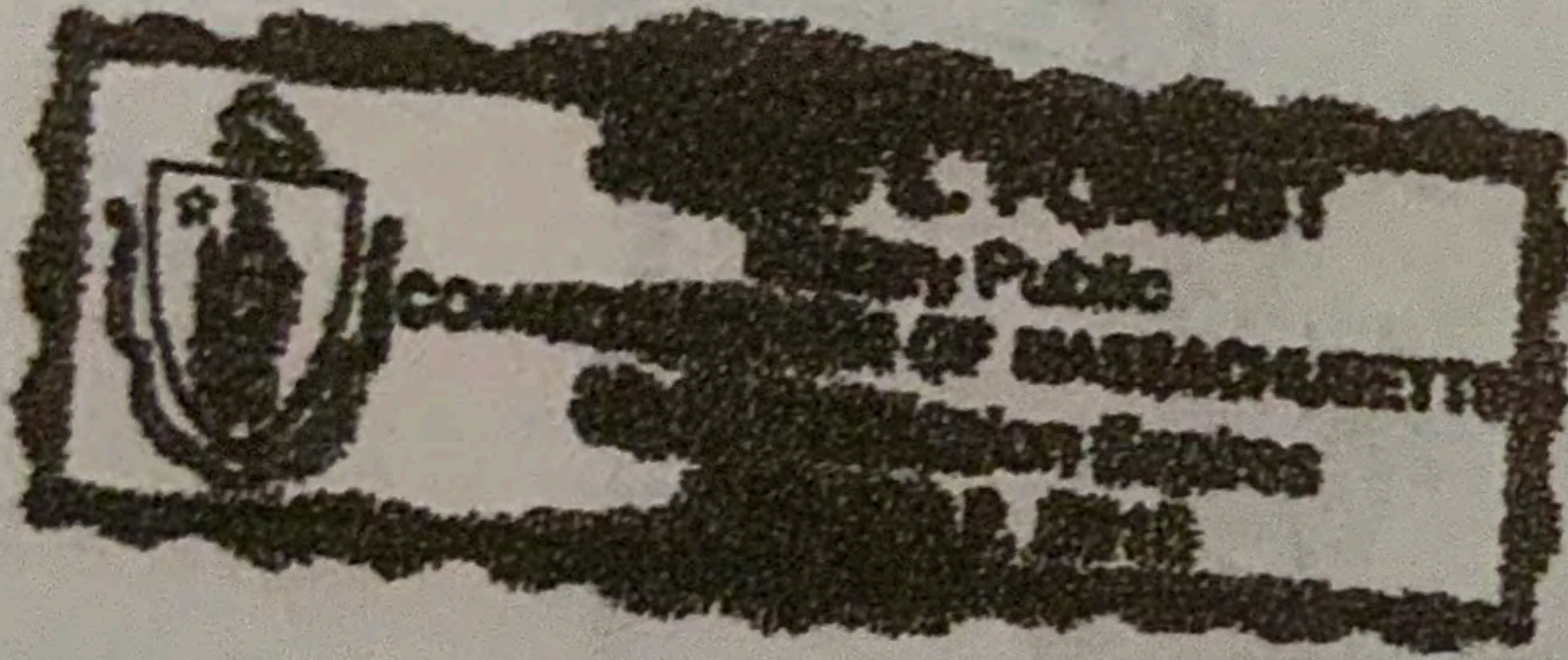
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COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss

On this 16 day of April, 2008, before me, the undersigned notary public, personally appeared Alan Worden, proved to me through satisfactory evidence of identification which were personal knowledge / driver's license / passport / other: Real Estate License (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



James J. Forest  
Notary Public  
My Commission Expires: 1/2/2015



COMMONWEALTH OF ~~MASSACHUSETTS~~ New York

New York  
County of ~~Dukes County~~, ss

On this 9th day of April, 2008, before me, the undersigned notary public, personally appeared Lynn Allegaert, proved to me through satisfactory evidence of identification which were personal knowledge / (driver's license) / passport / other: \_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature]  
Notary Public  
My Commission Expires: 06/13/09

SAMUEL MOLINA  
Notary Public, State of New York  
No. 01MO6128434  
Qualified in Bronx County  
Commission Expires June 13, 2009