

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 14th day of February, 2020, by and between the Martha's Vineyard Boys' and Girls' Club, Inc., a Massachusetts non-profit corporation with a principal office at 44 Robinson Road, Edgartown, MA 02539 (the "Club") and the Town of Edgartown, a Massachusetts municipal body politic, acting by and through its Board of Selectmen, with an address of 70 Main Street, P.O. Box 5158, Edgartown, MA 02539 (the "Town").

WHEREAS, the Club has entered into a purchase and sale agreement (the "Purchase and Sale Agreement") with Philip J. Norton III and Bradford A. Norton (the "Norton family"), dated May 23, 2019, relating to the purchase of 21 acres located off of the West Tisbury Road, Edgartown, MA; such land is approximately shown as Lot A, Lot B and Lot D on the plan attached hereto as Exhibit "A" (the "Plan" and the "Land") for the purpose of building an expanded and improved Club facility to benefit the youth of Martha's Vineyard (the "Purchase Transaction");

WHEREAS, in connection with the above Purchase Transaction, the Club has approached the Town to request an easement over certain land owned by the Town in order to access Lot A and to offer a portion of the Land to the Town for purchase; and

WHEREAS, the Club and the Town wish to memorialize their understanding with respect to the Purchase Transaction.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Town shall grant the Club a non-exclusive right and easement, together with the Town and all others lawfully entitled thereto, to use a certain portion of land owned by the Town for access to Lot A, approximately shown as "30' Typ. Legal Access Width" on the Plan (the "Easement"). The Easement shall be personal to the Club, to be used as access to the Club facilities located on Lot A while such facilities are owned and utilized by the Club for programming furthering their mission; the easement may not be sold or otherwise granted to any other entity, private party or organization, other than to another non-profit organization with the prior approval of the Town in its sole discretion, to be utilized by such non-profit in furtherance of its mission ("Easement Conditions").

2. Notwithstanding the foregoing, however, to assist the Club in securing financing, the Easement Conditions shall be released in the event of the foreclosure of a mortgage encumbering Lot A, provided, however, that:

(i) the foreclosing entity (the "Mortgagee") holds a mortgage approved of the Town (an "Approved Mortgage"), which approval shall be recorded with the Dukes County Registry of Deeds (the Town shall approve all mortgages for capital improvements only to institutional lenders on prevailing terms and conditions up to an amount of \$1,000,000.00, in the aggregate);

(ii) The Mortgagee has notified the Town in the event of any default for which the Mortgagee intends to commence foreclosure proceeding or similar remedial action (the "Foreclosure Notice"), which notice shall be sent to the Town at its address set forth herein, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure (the "Cure Period"). The Mortgagee shall not have the right to accelerate the note secured by such mortgage or to commence to foreclose under the mortgage on account of such default during the Cure Period. The Club agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this agreement; and

(iii) The Town, or its assignee or designee, has not elected to purchase Lot A during the Cure Period. The Club expressly grants the Town the right and option to purchase Lot A upon receipt of the Foreclosure Notice. In the event the Town intends to exercise its option to purchase, the Town, or its designee, shall purchase Lot A within the Cure Period at a price equal to the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by an Approved Mortgage(s) senior in priority to such mortgage, plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages.

3. The Club shall transfer Lot D to the Town for \$1.00. The Club shall offer to sell Lot B to the Town for the same price per acre that the Club has agreed to pay the Norton family for such lot in the Purchase and Sale Agreement.

4. The Club shall grant the Town a right of first refusal to buy Lot A and the land on which the existing Club facilities are located, being Assessor's Map 20C, Lot 141.1 and 137.2.

5. The Club shall execute an assignment of the Club's rights in the Purchase and Sale Agreement to the Town, and shall obtain the Norton family's written consent of the same; such that the Town shall be entitled to purchase the Land on the same terms and conditions as the Club, in the event that the Club fails to complete the purchase.

6. The Club shall not stage any equipment or materials on Town land during development of Club facilities without a signed agreement from the Town.

7. Development of the Easement and Club facilities shall be undertaken so as not to adversely affect the use of the Town's recreational area facilities from July 1 to Labor Day of any calendar year.

8. The Club shall pay or otherwise reimburse the Town, in an amount not to exceed \$300,000.00, for the relocation of any and all of the existing recreational area facilities which are displaced and have to be rebuilt, relocated or otherwise rehabilitated in order to accommodate the Easement. If the Club can facilitate the work directly, or arrange private funding for the same, then it reserves the right to provide the work to the Town at its cost if desired by, and upon terms acceptable to, the Town; and such work must be performed in compliance with all applicable laws, rules and regulations (including, but not limited to, the Uniform Procurement

Act). The Club shall pay twenty-five (25%) percent all of fees charged by Milone & Macbroom, Inc. or a similar company, which shall provide engineering and design services for the relocation project. The total costs of these engineering and design service fees are not to exceed \$100,000.00. Jane Varkonda, the Town of Edgartown's Conservation Commission agent, shall be the sole contact with said company.

9. The Town shall grant the Club a non-exclusive right and easement, together with the Town and all others lawfully entitled thereto, to utilize that portion of Lot D shown as "T.O.E. Easement" on the Plan in order to connect, use, maintain and replace, at the Club's expense, utilities installed by or on behalf of the Club within the area shown as "Proposed 20' Wide Underground Utility Easement" on the Plan to and for the benefit of Lot A. All utilities shall be located underground within the "T.O.E. Easement."

10. The Club shall grant the Town a non-exclusive right and easement, together with the Club and all others lawfully entitled thereto, to tie into the utilities to be located underground within the "Proposed 20' Wide Underground Utility Easement" and the "T.O.E. Easement", and/or otherwise utilize such easement areas for the installation, use, maintenance and replacement of shared utility lines and/or the Town's own utility lines, at the Town's expense.

11. The Club shall release to the Town of Edgartown any rights it holds, or any rights appurtenant to the Land, in the road crossing the cemetery located on Assessor's Map 20C, Lot 165 ("Cemetery Road") at the Time of Closing, as defined below.

12. Cemetery Road shall not be shown on any of the plans the Club utilizes in connection with permit applications presented to Town Boards, the Martha's Vineyard Commission, Commonwealth of Massachusetts, or otherwise.

13. The parties acknowledge that Lot A, Lot B, Lot D and the "30' Typ. Legal Access Width" Easement area, all as shown on the Plan, are approximations. The parties shall agree on the final lot sizes and locations on the Final Subdivision Plan, and shall otherwise be satisfied with any conditions imposed in connection with the approval of the Final Subdivision Plan.

14. The Parties' obligations hereunder are contingent on the Town obtaining authorization, by two-thirds (2/3) vote at the Annual Town Meeting and following Ballot decision if necessary; to be held on April 14 and 16, 2020, ("Annual Town Meeting"), to enter into the transaction contemplated above and to borrow funds in connection therewith.

15. The Selectmen agree to present the transaction above to the Town in order for a vote to be taken at the Annual Town Meeting.

16. The real property transfers contemplated herein, being the easements and conveyance of Lot B and Lot D, shall occur immediately simultaneously with the closing of the Purchase Transaction (the "Time of Closing"); such real property to be conveyed by good and sufficient easements and deeds, all with quitclaim covenants, conveying a good and clear record and marketable title thereto, free from encumbrances other than those accepted by the Town or the Club, as applicable. Full possession of Lot B and Lot D, free of all tenants, occupants and

debris, and not in violation of building and zoning laws or any applicable land use, environmental, wetlands, health or other federal, state or local laws, by-laws, rules or regulations, is to be delivered to the Town at the Time of Closing.

EXECUTED under seal this 14th day of February, 2020.

MARTHA'S VINEYARD BOYS'
AND GIRLS' CLUB, INC.,

By:  _____

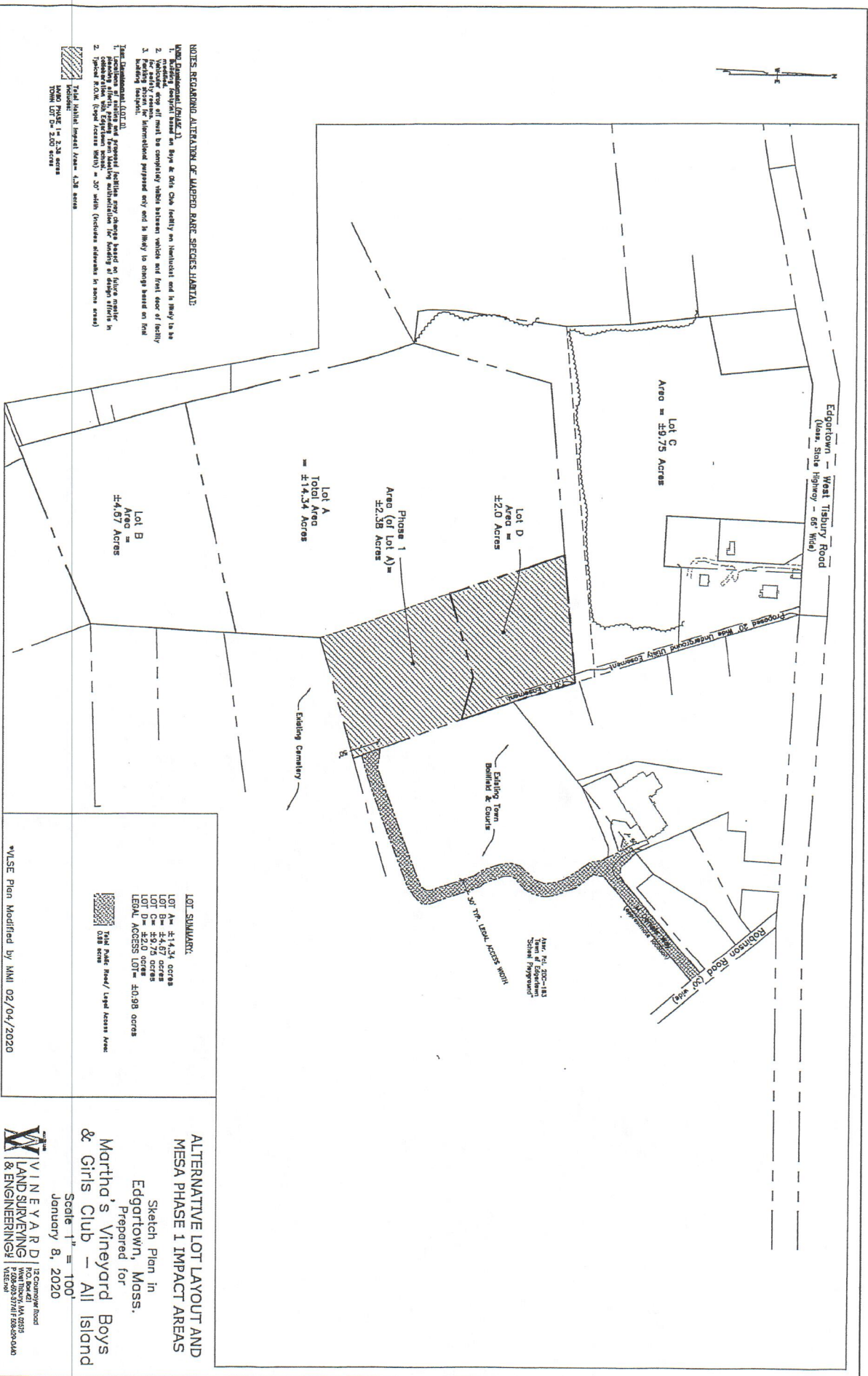
By:  _____

TOWN OF EDGARTOWN,

By its Board of Selectmen,


Margaret E. Serpa, Chair


Arthur Smadbeck



- NOTES REGARDING ALTERATION OF WAREHOUSES SPECIES HABITAT:**
1. Building footprint based on size & data table nearby on habitat and it may be to be
 2. Vehicle drop off must be completely within vehicle and first floor of facility
 3. Per water resource International purpose only and it may be change based on final
 4. Building footprint.
- Item: Development (Lot D)**
1. Location of existing and proposed facilities may change based on future growth in
 2. Location of existing and proposed facilities may change based on future growth in
 3. Location of existing and proposed facilities may change based on future growth in
 4. Location of existing and proposed facilities may change based on future growth in
2. Special Flood (Open Access Area) - 30' width (includes driveway in open area)

Total Habitat Impact Area = 4.38 acres

Habitat: 4.38 acres

Open Access Area = 4.38 acres

Total Open Access Area = 4.38 acres

LOT SUMMARY:

LOT A	±14.34 acres
LOT B	±4.87 acres
LOT C	±0.75 acres
LOT D	±2.00 acres
PHASE 1 ACCESS LOT	±0.98 acres

Total Road, Road/ Legal Access Area = 4.38 acres

*W/SE Plan Modified by MML 02/04/2020

ALTERNATIVE LOT LAYOUT AND MESA PHASE 1 IMPACT AREAS

Sketch Plan in Edgartown, Mass.

Prepared for Martha's Vineyard Boys & Girls Club - All Island

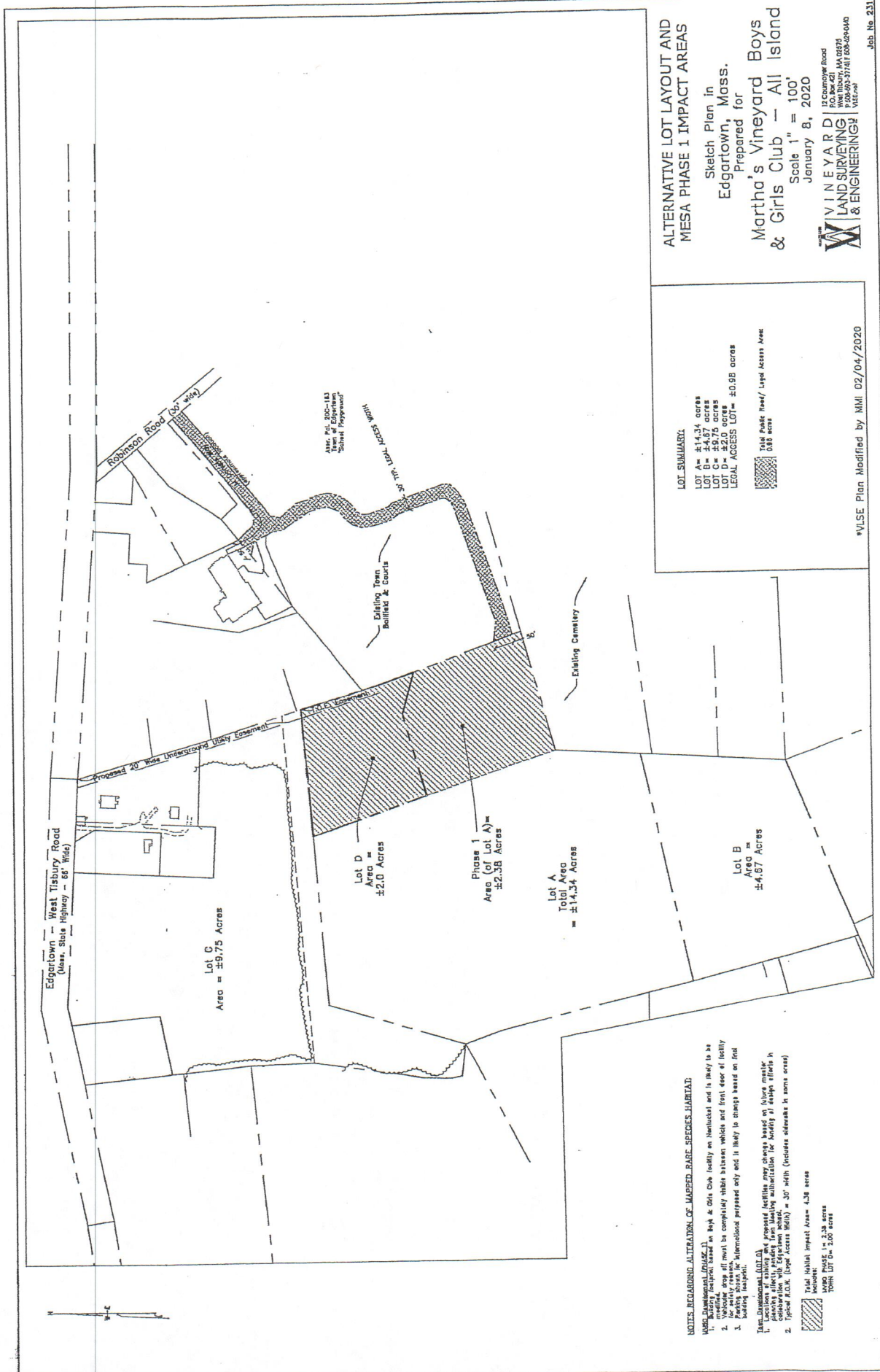
Scale 1" = 100'

January 8, 2020

VINEYARD LAND SURVEYING & ENGINEERING

15 Commercial Road
Wareham, MA 02573
Phone: 508-547-3717
Fax: 508-547-3718
www.vineyardland.com

Job No 2313



ALTERNATIVE LOT LAYOUT AND MESA PHASE 1 IMPACT AREAS

Sketch Plan in Edgartown, Mass. Prepared for Martha's Vineyard Boys & Girls Club - All Island
 Scale 1" = 100'
 January 8, 2020

MARtha's VINEYARD LAND SURVEYING & ENGINEERING
 12 Courthouse Road
 Edgartown, MA 02578
 P: 508-693-3741 | F: 508-693-0900
 Vilsmeier

Job No. 2315

LOT SUMMARY:
 LOT A = ±14.34 acres
 LOT B = ±4.67 acres
 LOT C = ±9.75 acres
 LOT D = ±2.0 acres
 LEGAL ACCESS LOT = ±0.98 acres
 Total Phase 1/ Legal Access Area = ±22.38 acres

*VISE Plan Modified by MMI 02/04/2020

NOTES REGARDING ALTERATION OF MAPPED BARE SPECIES HABITAT:

1. Mapped Bare Species Habitat (BSH) is shown in pink & blue. BSH is located in the northern end of the site. The BSH is located in the northern end of the site. The BSH is located in the northern end of the site.
2. The BSH is located in the northern end of the site. The BSH is located in the northern end of the site. The BSH is located in the northern end of the site.

Total Impact Area = ±2.38 acres
 Total Lot Area = ±20.0 acres