

P.O. Box 270  
Buzzards Bay, MA 02532  
508-759-2121

October 24, 2017

Martha's Vineyard Commission  
P.O.Box 1447  
Oak Bluffs, MA 02557  
Attention: Hearing Officer

RE: DRI # 429-M2 Edgartown Stop and Shop Expansion

Dear Commission Members:

I am writing as a Trustee of the the Nancy C. Angus Revocable Trust, which owns 265 Upper Main Street. In general, we have enjoyed the convenience of our proximity first to the A&P and then to the Stop and Shop, but we find the proposed plan to be grossly overbuilt and offensive by virtue of its sheer mass. The design and the refusal to include a basement or alternative site for storage, signals to us that the long term plan is most likely a continuous horizontal line of expansion westward.

The new plan is problematic at many levels and, based on what we observed at the second and final hearing, several members of the Commission, Commission Staff and the Public, seemed uncomfortable and unclear on critical issues such as traffic, noise and open space. They are perplexed by the Applicant's resistance to consider alternative designs which could reduce the footprint substantially or, at a minimum, maximize the structure proposed with basement storage. By closing the hearing while supplemental information and reports are being prepared, which are essential to ironing out these issues, the Commission appears to be relying on the face value and integrity of the reports supplied by the Developer. This reliance is misplaced and we respectfully request the Commission reopen the public hearing for the following reasons.

- 1) We are concerned with noise and visual blight from the site. We specifically asked prior to and during the hearing for confirmation that the west side of the lot as shown on their concept plan would be a green open space. The applicant assured us and the Commission that it was and would be a wooded area.

**Point:** This was a material misrepresentation. The Applicant conveyed a permanent exclusive parking easement to Rosemarie Haigazian as Trustee of The Tall Pines Realty Trust in 2016 over this "green" area. (see attached). The easement plan attached to the Easement showing approximately 4, 000 square feet of space being transferred, was drawn by the Applicant's engineer VHB. They gave control over this area to the abutter over a year ago and yet it is

identified and calculated in their Application as dedicated open space. They testified it would be maintained as a wooded area.

**Point:** The Applicant not only has asked for relief from supplying the Minimum Open Space allowed (18% vs 20%) It has not supplied contiguous open space on site as encouraged under the Edgartown Zoning laws. The easement for the parking lot brings the total area of open space to approximately 16.7% of open space. If the reduction is granted, one small section represented as untouched woods will remain. This is not a small 6,500 sf parcel, but a nearly 4 acre parcel and, there is no basis for the Applicant to receive a waiver of the minimum zoning requirement. The Applicant should be held to the 20% contiguous open space requirement.

**Point:** It appears there will be 4,000 square feet less of dense woods than was factored in by the Applicants in their noise studies. As a result, the Applicant's noise studies are inaccurate, as the presence of woods would necessarily buffer some of the noise which would be generated by the expansion and thereby reduce the decibel level. Thus, the actual decibel level resulting from the Stop and Shop's expansion is higher than the Commission and the neighbors have been led to believe. Moreover, it does not appear that noise impacts to either 265 Upper Main or 263 Upper Main were factored in at all. No remedial measures were contemplated or discussed.

This Plan is overbuilt from traffic, noise and community standards. In several areas the noise levels based on the Applicant's own data meet regulation by razor thin margins. Yet we will be relying on the Applicant's interpretation and supply of data which, as made clear by the examples cited above, are misrepresented. Residential abutters will be significantly adversely impacted. Troublesome traffic delays in and out of town will be further exacerbated, and traffic within the store lot will be made more difficult than it is at present.

The Applicant should scale back the footprint, add true open space in excess of what is the bare minimum not less, and supplement its storage by constructing a basement under the proposed addition. This will also allow the Applicant some freedom to correct the traffic patterns as suggested by the Commission's Planner at the 10/19 hearing. Clear cutting the land will not just urbanize this one parcel, it will urbanize the residences to the rear and west sides as well with light, noise and visual blight. The Applicant should not be allowed to cut corners that adversely impact neighbors simply to spare the Applicant's expense at the expense of others.

This abutter therefore respectfully requests that the Hearing Officer reopen the Public Hearing to address the deficiency in open space and the misrepresentations of the open space and the noise levels. This is new information that was not discussed at the Hearing. It is improper for the Commission to close the hearings without allowing further Public discussion and comment on questions involving the noise and traffic impacts, which, to this point, have not been satisfactorily answered by the Stop and Shop.

In the alternative, we respectfully request that the Commission condition any approval of the Application by requiring (i) documentation recording the daily truck traffic in and out of the

refrigeration bays to sort through the conflicting number of trucks at the Hearing, (ii) 20% contiguous green and open space be provided on site (iii) that third party noise studies and traffic studies be obtained at Applicant's expense to confirm projected noise levels will be within acceptable standards, and that traffic concerns internal and external to the site have been minimized and (iv) that a basement under the expansion be recommended to mitigate against the need for further expansion westward.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Nancy S. Angus". The signature is fluid and cursive, with the first name being the most prominent.

Nancy S. Angus, Trustee



**GRANT OF EASEMENT**

This **Grant of Easement** is made this 13<sup>th</sup> day of <sup>May</sup>~~April~~, 2016, by and between **WJG REALTY COMPANY LLC**, a Massachusetts limited liability company, having a principal place of business at Quincy Center Plaza, 1385 Hancock Street, Quincy, Massachusetts 02169 (“Grantor”) and **ROSEMARIE HAIGAZIAN, AS TRUSTEE OF THE TALL PINES REALTY TRUST**, w/d/t dated December 15, 1983 and recorded with the Dukes County Registry of Deeds at Book 409, Page 115, with a mailing address of P.O. Box 1090, Edgartown, Massachusetts 02539 (the “Grantee”).

**RECITALS:**

WHEREAS, Grantor is the owner of a certain parcel of land located at 245-249 Upper Main Street, in Edgartown, Dukes County, Massachusetts (the “Premises”) by virtue of a deed recorded with the Dukes County Registry of Deeds at Book 942, Page 39; and

WHEREAS, Grantee is the owner of a certain parcel of land located at 261 Upper Main Street, in Edgartown, Dukes County, Massachusetts (“Grantee’s Premises”) by virtue of a deed recorded with the Dukes County Registry of Deeds at Book 683, Page 144.

WHEREAS, the Grantor has agreed to grant an easement to the Grantee over that portion of the Premises marked “Easement Area” on the plan attached hereto as Exhibit A and described on Exhibit B attached hereto (the “Easement Area”);

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor hereby covenants and agrees, for itself and its successors in title to the Premises, and Grantee hereby covenants and agrees, for itself and its successors in title to the Grantee’s Premises, as follows:

1. Grantor grants to Grantee a permanent exclusive easement over the Easement Area for the purposes of parking. The Easement Area shall serve as additional parking for Grantee and Grantee’s employees, tenants, invitees, and guests of Grantee’s Premises, and for no other use or purpose. Grantee shall not use the Easement Area for the long-term parking or storage of automobiles.
2. Except as provided below, no above ground structures or improvements shall be constructed on the Easement Area without the prior written consent of Grantor, but in all cases at the sole cost and expense of Grantee. The Grantee may only undertake the installation, construction and placement of an above-grade gravel parking field.
3. The Grantee shall indemnify, defend, protect and hold harmless the Grantor from and against any and all claims and all costs, losses, damages, expenses and liabilities (including, without limitation, attorneys’ fees and costs) incurred in connection with all claims, including any action or proceedings brought thereon, arising from, as a result of, or by reason of the performance of any construction, work and/or use of the Easement Area.

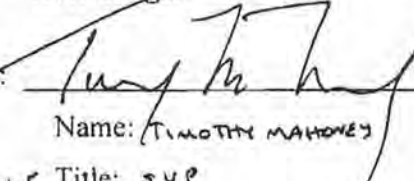
4. Grantee (i) agrees to carry liability insurance on the Easement Area in commercially reasonable amounts naming the Grantor and its successors and assigns, as additional insureds, and (ii) agrees to maintain the Easement Area and any improvements thereon in a clean and sightly condition free of trash and other debris. It is understood and agreed that Grantor shall have no obligation whatsoever to maintain the Easement Area or perform any work to or in connection with the Easement Area.
5. This Grant of Easement shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the parties, hereto, and shall constitute a covenant running with the Premises.

**-- SIGNATURES ON FOLLOWING PAGE --**

EXECUTED as a sealed instrument the date first above written.

**WJG REALTY COMPANY LLC**

**By: The Stop & Shop Supermarket Company LLC,  
its Manager**

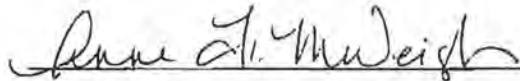
By:   
Name: TIMOTHY MAHONEY  
CW Title: SUP

**COMMONWEALTH OF MASSACHUSETTS**

County of Norfolk

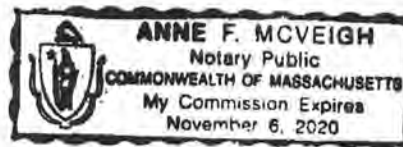
April 13, 2016

Before me, the undersigned notary public, personally appeared Timothy Mahoney  
SVP-REDEVELOPER of The Stop & Shop Supermarket Company LLC, proved to me through satisfactory  
evidence of identification, which was personal knowledge of the signatory, to be the person  
whose name is signed, and acknowledged the same to be his/~~her~~ free act and deed, in such  
capacity, and the free act and deed of such limited liability company, before me



Notary Public

My commission expires: November 6, 2020



TALL PINES REALTY TRUST

By: Rosemarie Haigazian

Name: Rosemarie Haigazian

Title: Trustee, and not individually

COMMONWEALTH OF MASSACHUSETTS

County of Dukes

<sup>may</sup>  
April     , 2016

Before me, the undersigned notary public, personally appeared Rosemarie Haigazian, as Trustee of the Tall Pines Realty Trust, proved to me through satisfactory evidence of identification, which was  a valid \_\_\_\_\_ driver's license,  my personal knowledge of the signatory, or  \_\_\_\_\_, to be the person whose name is signed, acknowledged the same to be his/her free act and deed, in such capacity, and the free act and deed of such Trust, before me

Sandra M. Kelly

Notary Public

My commission expires: 5-6-2016

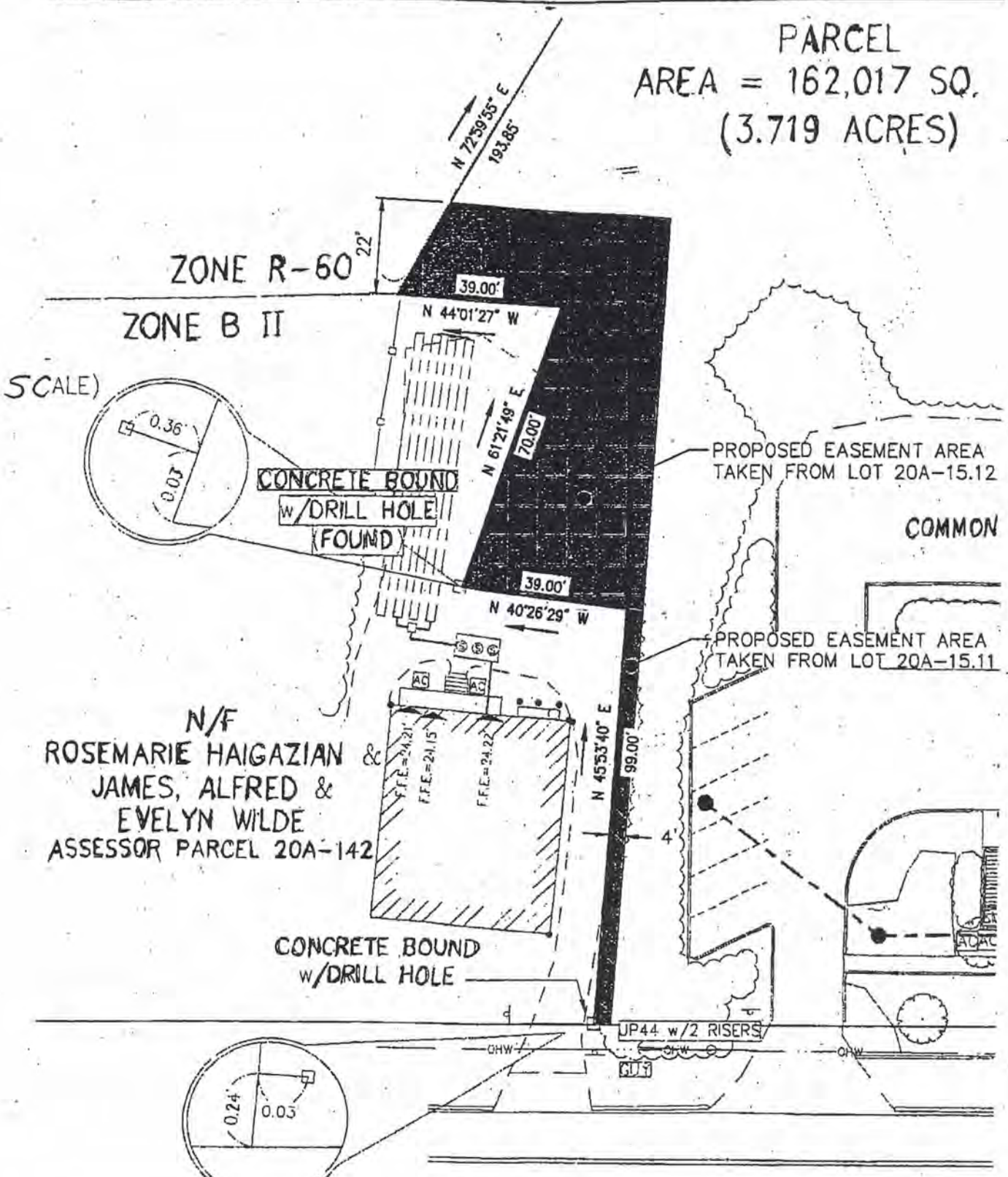


EXHIBIT A

See Attached Plan



PARCEL  
AREA = 162,017 SQ.  
(3.719 ACRES)



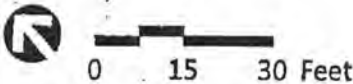
N/F  
ROSEMARIE HAIGAZIAN &  
JAMES, ALFRED &  
EVELYN WILDE  
ASSESSOR PARCEL 20A-142



Easement Exhibit Plan

Stop & Shop Redevelopment  
Edgartown, Massachusetts

04/11/2016



Easement Parcel Description

That parcel of land situated in The Town of Edgartown in the State of Massachusetts bounded and described as follows:

Beginning at a point, said point being in the northeasterly line of Main Street at the southeasterly corner of land now or formerly of Rosemarie Haigazian and James, Alfred and Evelyn Wilde,

Thence N45°53'40"E a distance of ninety-nine and 00/100 feet (99.00') to a point;

Thence N40°26'29"W a distance of thirty-nine and 00/100 feet (39.00') to a point;

Thence N61°21'49"E a distance of seventy and 00/100 feet (70.00') to a point;

Thence N44°01'27"W a distance of thirty-nine and 00/100 feet (39.00') to a point; the last four courses bounded generally westerly by said Haigazian and Wilde land;

Thence N72°59'55"E bounded northwesterly by land now or formerly of Edgartown Golf Club, Inc. a distance of twenty four and 70/100 feet (24.70') to a point;

Thence S44°01'27"E a distance of fifty two and 00/100 feet (52.00') to a point;

Thence S45°53'40"W a distance of one hundred ninety and 66/100 feet (190.66') to a point in the northeasterly line of Main Street;

Thence N47°50'09"W along the northeasterly line of Main Street a distance of four and 01/100 feet (4.01') to the point of beginning.

Parcel contains 3987 square feet more or less.

Attest:  Register