

Dear MVC members:

My name is Lynn Allegaert and I am a direct abutter to the Harbor View Hotel. As you know, I have submitted a letter setting forth my general objections to the expansion presently being sought by the Harbor View Hotel. This letter sets forth a separate and distinct issue regarding prior proceedings before the MVC and violation of the agreement by the Harbor View that was made to secure past expansion efforts approved by the MVC.

In 2007 a company called Scout was running the Harbor View Hotel and also developed extensive new expansion plans to renovate and construct new buildings on the Harbor View Hotel grounds; however, as the MVC is aware, the Harbor View Hotel business use and its property are both pre-existing, non-conforming located in a residentially zoned neighborhood (the R-5 residential zone).

The residential neighborhood and homes surrounding the Harbor View Hotel in the R-5 zone are of a unique character, an old village of homes in a quiet neighborhood, many with waterfront or water views. Accordingly, Scout began negotiating agreements with the neighbors and abutters in exchange for support for its expansion plans.

I am one of the closest abutters to the Harbor View Hotel. On the 16th of April 2008, Scout entered into a written contract (the "Contract") with me, duly executed under seal, an agreement whereby "... Allegaert wishes to protect the value of, and her ability to quietly enjoy her property...". See attached April 16, 2008 Contract.

The Contract between Scout and me provides in part:

Section 1. Harbor View Hotel must maintain vegetation so that Allegaert residence views of the cottages, and hotel patron views of the Allegaert home, are blocked in perpetuity by "Scout, its successors and assigns".

Section 4. No new outdoor lighting added to the pergola on the great lawn.

Section 6. Hotel operation will continue in compliance with the 1992 Special Permit decision. See 1992 Special Permit decision and Plan, attached as Exhibit 1 & 2 to Allegaert Cover Letter.

Section 8. No Hotel use that will make a nuisance such as light or noise pollution or that will "... otherwise infringe on Allegaert's ability to quietly enjoy her property."

In exchange for these promises, Section 9 of the Contract bound me to support any and all permitting applications by Scout for the expansion of the hotel property in the form of one letter of support to be submitted to local, regional, state or federal permitting authorities. The Contract required me to waive my right to appeal the approvals of the permitting agencies.

Accordingly, I fulfilled my obligations and duties under the Contract by supporting the Hotel's expansion plans before the MVC and including the creation of additional condominium units. I submitted the required letters of support as requested by Scout.

On April 11, 2008, the Edgartown Historic District Commission referred the project to the Martha's Vineyard Commission. On or about July 24, 2008, the Martha's Vineyard Commission approved Scout's expansion and condominium plans. See Decision of the Martha's Vineyard Commission DRI 614 – Harbor View Hotel Expansion. On or about September 3, 2008, the Edgartown Zoning Board of Appeals approved Scout's expansion and condominium plans.

On October 19, 2017, the current applicant, Harbor View Hotel Owner LLC acquired all of the Hotel's assets which was the Harbor View Hotel property at 131 N. Water St., Edgartown. The Harbor View Hotel continues to enjoy the benefits of the expansion as approved by the MVC in 2008.

After the transfer of the Hotel to Upland Capital, I met with Bernard Chiu, the new owner. I reviewed his renovation plans and at his request wrote letters to local boards supporting his renovation plans. Subsequently, all screening on the Harbor View side of my fence was removed and the Hotel had ploughed dirt halfway up my fence using it as a retaining wall. After several unpleasant conversations and meetings, Chiu begrudgingly removed the dirt and restored a modicum of screening. He said it had all been a mistake but the Hotel's landscaper said he never would have done such a thing because, as he explained to me, he knew it would rot my fence and harm my property. He said he was ordered to do it.

On or about June 13, 2019, I first noticed that Harbor View was constructing a new structure with a roof in close proximity to my home. This structure was then used by the hotel as a restaurant bar, nightclub, and as a platform to host events on the great lawn. The operation and use of the outdoor bar and unpermitted 2,600 sq. ft. restaurant in its new location, in close proximity to my home and the great lawn every night in the summer, violates the restrictions of the 1992 Special Permit and also violates the Contract.

When, in 2008, Scout offered me an incentive to support its expansion plan before presenting it to the MVC, I agreed. Now, however, the successor to Scout, Upland Capital and its Harbor View Hotel, are in total noncompliance of the Scout agreement, which included an agreement to abide by the strictures of the 1992 Special Permit.

The Harbor View Hotel violated the 1992 Special Permit by building a bar/restaurant/nightclub outside the pool area and serves alcohol and food there. Upland Capital and the Harbor View Hotel also violated my agreement with Scout by destroying virtually all of the existing screening between our two properties, to say nothing of installing the glaring lighting at the new facility and on the pergola. Therefore I withdraw my support of the 2008 MVC approvals to the extent they have not yet been constructed. In particular, Captain Cottage 11 in the 2008 MVC application.

For these separate reasons I strenuously object to the further expansion currently before the MVC. The Harbor View has turned it's back on the stipulations it made with me in order to obtain the prior MVC approvals. The expansion of the Harbor View in this reckless and deceptive manner is unsustainable and all further expansions should be denied. The MVC should first take up the issue of the new bar and restaurant, a blight on the neighborhood that completely changes the former character, which constitutes a DRI done without MVC review or approval.

Most sincerely,

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 I, 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.

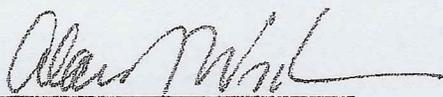
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7. SCOUT will install sound baffles on all balconies that face north.
8. SCOUT will make all other reasonable efforts to ensure that the construction and use of the property adjacent to ALLEGAERT will not cause any additional light pollution, noise 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.

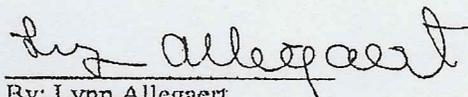
Executed as an instrument under seal and made effective as of April<sup>th</sup> 2008.

Scout Harbor View Property 1, LLC

Lynn Allegaert



By: Alan Worden, Principal  
Duly Authorized

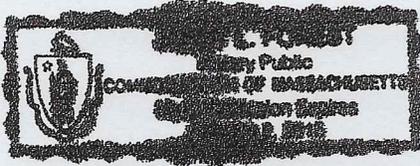


By: Lynn Allegaert

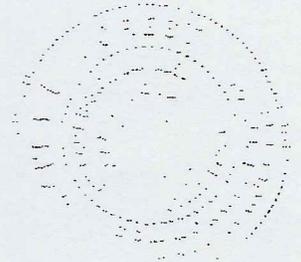
COMMONWEALTH OF MASSACHUSETTS

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.



Lynn Allegaert  
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



