

# Dukes County Registry of Deeds

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### Recording Information

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Fee: \$0.00 Cons: \$0.00  
\*\*\*\*\*

**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)

## GRANT OF EASEMENT

This **EASEMENT AGREEMENT** is entered into as of the 2nd day of May, 2022 by and between **STILLPOINT MARTHA'S VINEYARD INC.**, a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 20 Stillpoint Meadows Road, West Tisbury, MA 02575 ("**STILLPOINT**"); and **ANNA FITCH and EDWARD BANKER WHITE, III**, individuals with an address of 37 Stillpoint Meadows Road, West Tisbury, MA 02575 ("**FITCH & WHITE**"), (**STILLPOINT** and **FITCH & WHITE** together shall be referred to as "**GRANTOR**"); and the **MARTHA'S VINEYARD LAND BANK COMMISSION**, a corporate body politic with a principal place of business at 167 Main Street, Edgartown, MA 02539, (the "**LAND BANK**" or "**GRANTEE**"). (**STILLPOINT, FITCH & WHITE** and the **LAND BANK** shall be referred to herein together as the "Parties".)

### RECITALS

**WHEREAS**, **STILLPOINT** is the owner of certain parcels of land located at 6, 20, 36 & 50 Stillpoint Meadows Road, West Tisbury Massachusetts, being shown as Lots 9, 10, 11 and 12 on a plan entitled "Priester's Pond, Plan of Land in West Tisbury, Mass., Surveyed for Mill Brook Associates, March 17, 1988, scale 1 in. = 100ft. Vineyard Land Surveying", Revisions March 30, 1988, and June 29, 1988, recorded at the Dukes County Registry of Deeds as West Tisbury Case File No. 381(the "Plan") (the "**Stillpoint Lots**") and an undivided one-half (1/2) undivided interest in the "WAY 40 ft wide" shown on the Plan (hereinafter the "**Way**"); and

**WHEREAS**, **FITCH & WHITE** are the owners certain parcels of land located at 3 & 37 Stillpoint Meadows Road, West Tisbury Massachusetts, being shown as Lot 2 and Lot A on the Plan (the "**Fitch & White Lots**") and an undivided one-half (1/2) undivided interest in the Way; and

**WHEREAS**, **LAND BANK** is the owner of certain parcels of land located at 51, 61, 65, 71, 76 & 77 Stillpoint Meadows Road and 725 State Road, West Tisbury, Massachusetts, being shown as lots 3,4,5,6,7, 8 & B on the Plan (the "**Land Bank Property**"); and

**WHEREAS**, the **LAND BANK** does not have a fee interest in the Way;

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, but no monetary consideration, the receipt of which is hereby acknowledged **STILLPOINT, FITCH & WHITE**, and the **LAND BANK** agree as follows:

### AGREEMENT

#### 1. Grant of Easements:

**(a) Easement for Maintenance.** The GRANTOR hereby grants to the LAND BANK, its successors and assigns, with quitclaim covenants, a non-exclusive perpetual right and easement in and to the Way, for the benefit of and appurtenant to the Land Bank Property, for ingress and egress of vehicles owned and operated by the Land Bank and/or owned and operated by contractors or agents performing Land Bank maintenance for the sole and exclusive purpose of maintaining the Land Bank Property and the Trail and Trailhead (as such Trail and Trailhead are further described in a Trail and Trailhead Easement Agreement, by and between Stillpoint and the Land Bank, dated May 2, 2022 and recorded herewith, "the Trail and Trailhead Easement") and not to the guests and invitees of the Land Bank, nor the general public (the "Maintenance Easement").

**(b) Easement for Trail and Trailhead Access.** The GRANTOR hereby grants to the LAND BANK, its successors and assigns, with quitclaim covenants, a non-exclusive perpetual right and easement in and to that portion of the Way between State Road and the Trailhead, for the benefit of and appurtenant to the Land Bank Property and the Trail and Trailhead Easement, and for the benefit of the general public, for ingress and egress of vehicles, by bicycle and on foot for the sole and exclusive purpose of allowing LAND BANK and public access to and from the Trailhead (the "Public Access Easement").

(The Maintenance Easement and Public Access Easement are collectively referred to herein as the "Easements.")

2. **Location of Easements.** The location of the Easements shall be only for such purposes and on such portions of the Way as described herein.
3. **Relocation of Easements.** The LAND BANK shall have no right to relocate the Easements.
4. **Restoration of Property.** Any property disturbed as a result of the LAND BANK exercising its rights herein, shall be restored to a condition substantially similar to that which existed prior to such disturbance.
5. **Indemnification.** The Land Bank hereby agrees to indemnify and save STILLPOINT and FITCH & WHITE harmless from and against all loss, demands, causes of action, costs and expenses, claims, liability or damages, including reasonable attorneys' fees and disbursements, caused by, related to or in any way arising out of the exercise by the Land Bank or its agents, employees, licensees, contractors and representatives of the rights and obligations set forth herein or the failure of the LAND BANK or their agents, employees, licensees, contractors and representatives to perform their obligations set forth herein, unless such loss, demands, causes of action, costs and expenses, claims, liability or damages are caused by the negligence of STILLPOINT and/or FITCH & WHITE or their agents, employees, licensees, contractors and representatives.
6. **Notice.** Any notices given hereunder shall be in writing and shall be delivered in hand, mailed postage prepaid, by registered or certified mail, return receipt requested, or shall be sent by Federal Express or another nationally recognized overnight delivery service,

addressed to the party for whom the notice is intended at the address above or the address maintained by the Board of Assessors for the Town of West Tisbury. Any such notices shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service, or, if so delivered by such overnight delivery service, when deposited with said overnight delivery service.

7. **Running of Benefits and Burdens.** All of the rights and obligations set forth in this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties hereto and their successors and assigns as owners of their respective above-described properties.
8. **Restriction.** To the extent that any provisions of this Agreement is deemed to constitute restrictions subject to the limiting provisions of M.G.L. Chapter 184, Sections 26 through 30, then all such restrictions shall be binding upon the Parties hereto for a term of one hundred fifty (150) years from the date of recording hereof and shall remain in full force and effect in accordance with the provisions of M.G.L. Chapter 184, Section 27, as it may be amended from time to time, or as provided in similar successor provisions, which provision of M.G.L. Chapter 184, Section 27 permit the extension of the period of enforceability of said restrictions by the recording of an extension in accordance with the provisions of said law before the expiration of the first thirty (30) years from the date of recording hereof, and before the expiration of each succeeding twenty (20) year period thereafter, or for such other maximum further periods of time as may be allowed by any amendments of said law or by any successor provisions. Any restrictions set forth herein shall run with the land.
9. **Interpretation.** This Agreement sets forth the entire agreement between the parties hereto concerning the subject matter hereof, and may not be canceled, amended, or waived except by written instrument executed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to choice of law provisions). No waiver by either party of any breach by the other party of, or failure of the other party to comply with, any condition or provision of this Agreement shall be deemed a waiver of any other breach or failure.
10. **Execution.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same Agreement.
11. **Severability.** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
12. **Paragraph Headings.** The paragraph headings contained herein are for convenience of reference only and shall not be used to interpret or construed to amend, alter, enhance, diminish from or otherwise affect the substantive provisions hereof.

EXECUTED as a sealed instrument on the day and date set forth above.

Stillpoint Martha's Vineyard, Inc.

By: Thomas J Bena  
THOMAS BENA, President  
Duly authorized

\_\_\_\_\_  
ANNA FITCH

\_\_\_\_\_  
EDWARD BANKER WHITE, III

Martha's Vineyard Land Bank Commission

By: \_\_\_\_\_, Chairman  
Duly authorized

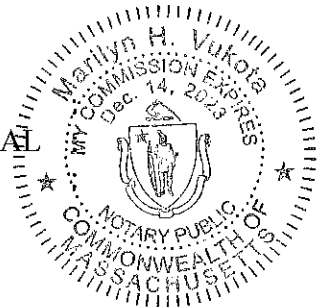
COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss.

On this 29<sup>th</sup> day of April, 2022, before me, the undersigned notary public, personally appeared Thomas Bena, President of Martha's Vineyard Stillpoint Inc. proved to me through satisfactory evidence of identification of the principal, which was personal knowledge 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 as the free act and deed as President of said corporation.

[Signature]  
Notary Public  
Print Name:  
My commission expires: 12.14.2023

AFFIX  
NOTARIAL  
SEAL



EXECUTED as a sealed instrument on the day and date set forth above.

Stillpoint Martha's Vineyard, Inc.

By: \_\_\_\_\_

**THOMAS BENA**, President

Duly authorized



\_\_\_\_\_

**ANNA FITCH**



\_\_\_\_\_

**EDWARD BANKER WHITE, III**

Martha's Vineyard Land Bank Commission

By: \_\_\_\_\_

, Chairman

Duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of ~~Dukes~~ <sup>S</sup>County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Thomas Bena, President of Martha's Vineyard Stillpoint Inc. proved to me through satisfactory evidence of identification of the principal, which was personal knowledge 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 as the free act and deed as President of said corporation.

\_\_\_\_\_  
Notary Public

Print Name:

My commission expires:

AFFIX :  
NOTARIAL :  
SEAL :

EXECUTED as a sealed instrument on the day and date set forth above.

Stillpoint Martha's Vineyard, Inc.

By: \_\_\_\_\_  
**THOMAS BENA**, President  
Duly authorized

\_\_\_\_\_  
**ANNA FITCH**

\_\_\_\_\_  
**EDWARD BANKER WHITE, III**

Martha's Vineyard Land Bank Commission

By: *Pamela D Goff* \_\_\_\_\_  
Chairman  
Duly authorized

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Thomas Bena, President of Martha's Vineyard Stillpoint Inc. proved to me through satisfactory evidence of identification of the principal, which was personal knowledge 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 as the free act and deed as President of said corporation.

\_\_\_\_\_  
Notary Public  
Print Name:  
My commission expires:

AFFIX :  
NOTARIAL :  
SEAL :

STATE OF California

San Francisco County, ss.

On this 29th day of April, 2022, before me, the undersigned notary public, personally appeared Anna Fitch and Edward Banker White, III, proved to me through satisfactory evidence of identification of the principal, which was Driver License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as their free act and deed.

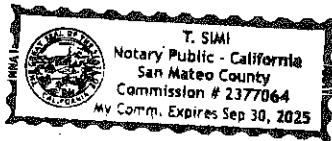
T. Simi

Notary Public

Print Name: T. Simi

My commission expires: 09.30.2025

AFFIX  
NOTARIAL  
SEAL



COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, Chairman of the Martha's Vineyard Land Bank proved to me through satisfactory evidence of identification of the principal, which was personal knowledge 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 as the free act and deed as Chairman of the Martha's Vineyard Land Bank.

Notary Public

Print Name:

My commission expires:

AFFIX  
NOTARIAL  
SEAL



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Francisco }

On April 29th 2022 before me, T. Simi, Notary Public  
(Here insert name and title of the officer)

personally appeared Anna Fitch and Edward Banker White III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

T. Simi  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
\_\_\_\_\_  
(Title or description of attached document)  
\_\_\_\_\_  
(Title or description of attached document continued)  
Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER  
 Individual (s)  
 Corporate Officer \_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.

STATE OF \_\_\_\_\_

\_\_\_\_\_ County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared Anna Fitch and Edward Banker White, III, proved to me through satisfactory evidence of identification of the principal, which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as their free act and deed.

\_\_\_\_\_  
Notary Public  
Print Name:  
My commission expires:

AFFIX :  
NOTARIAL :  
SEAL :

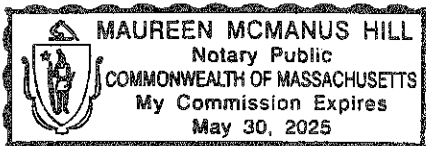
COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss.

On this 3rd day of May, 2022, before me, the undersigned notary public, personally appeared Famel Goff, Chairman of the Martha's Vineyard Land Bank proved to me through satisfactory evidence of identification of the principal, which was personal knowledge 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 as the free act and deed as Chairman of the Martha's Vineyard Land Bank.

M. McManus Hill  
\_\_\_\_\_  
Notary Public  
Print Name: Maureen McManus Hill  
My commission expires: May 30, 2025

AFFIX :  
NOTARIAL :  
SEAL :



ATTEST: Paulo C. DeOliveira, Register