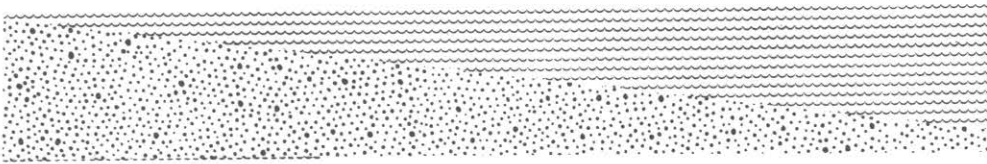


BK 739PG621

#365  
addendum

# THE MARTHA'S VINEYARD COMMISSION



BOX 1447 • OAK BLUFFS  
MASSACHUSETTS 02557  
(508) 693-3453  
FAX (508) 693-7894

Please note that the following document is an addendum to Development of Regional Impact Decision #365 with the Martha's Vineyard Airport Commission, recorded with the Dukes County Registry of Deeds in Book 612, Page 295.

DEVELOPMENT AGREEMENT

MARTHA'S VINEYARD AIRPORT COMMISSION AND  
MARTHA'S VINEYARD COMMISSION

- I. In accordance with the Decision of the Martha's Vineyard Commission dated August 5, 1993 and duly recorded in the Dukes County Registry of Deeds, Book 612, Pages 295-301, this Agreement is entered into this 5th day of August 1998, 1998 by and between the Martha's Vineyard Commission (hereinafter the MVC) and the Martha's Vineyard Airport Commission (hereinafter the MVAC).

WHEREAS, the MVC is empowered to review developments of regional impact, (DRIs); a DRI being a development which, because of its magnitude or the magnitude of its impact on the natural or built environment, is likely to present development issues significant to or affecting more than one municipality and which conforms to the criteria established by the applicable Standards and Criteria for DRIs pursuant to Section 7 and Section 12 of Chapter 831 of the Acts of 1977, as amended (the Act);

And

WHEREAS, the MVAC has developed a plan to create a Business Park at the Martha's Vineyard Airport; said Business Park to be comprised of some 64± acres of land within which a maximum of forty-nine (49) lots are or may be created for lease; said lots to be contained within four (4) phases of development in the Park;

And

WHEREAS, the MVC has completed and adopted a Regional Island Policy Plan; said Plan in part dealing with and addressing the future economic stability of the Island of Martha's Vineyard;

NOW

THEREFORE, in consideration of the provisions and requirements set forth in this Agreement and contained in the MVC Decision cited previously, the MVC and the MVAC do hereby agree that:


IN ORDER TO INSURE THE CONTINUANCE OF A COMPATIBLE ENVIRONMENT FOR THE OPERATION OF THE AIRPORT BUSINESS PARK AND FOR THE ENHANCEMENT OF A GOOD BUSINESS CLIMATE, AND TO ENSURE THAT FUTURE DEVELOPMENT WITHIN THE AIRPORT BUSINESS PARK IS COMPATIBLE WITH THE VALUES AND PURPOSES OF THE ACT AND THE REGIONAL POLICY PLAN, THE PARTIES DO HEREBY STIPULATE AND AGREE AS TO THE FOLLOWING:

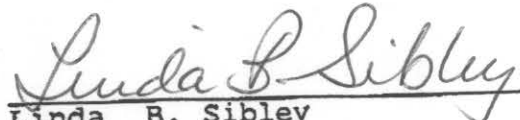
That the Airport Commission shall review all proposals, that are not specifically exempted in Section IV of this Agreement, for tenancy in the Martha's Vineyard Airport

Business Park in accordance with the Business Park Development Regulations appended hereto.

- II. This Agreement shall apply to all developments within the Airport Business Park, including, but not limited to, new construction, additions, auxiliary buildings, alterations, changes in use and modifications.
- III. The MVAC shall insure that its successors and assigns, and as a condition of their tenancy, park tenants and their respective successors and assigns, shall agree to design, construct, maintain and operate their facilities in accordance with this Agreement. These restrictions shall run with the lease.
- IV. The following uses shall require automatic referral to the Martha's Vineyard Commission by the County Commissioners:
- a. any building or structure that is proposed to be greater than 8,000 square feet. The square footage shall mean the cumulative square footage of all floors of all buildings on a given lot;
  - b. any petroleum or hazardous material usage, including storage of;
  - c. any retail establishment;
  - d. any recreational, educational, or entertainment proposal.
- IVa. The Dukes County Commissioners may, pursuant to Section 14(e) of the Act, at their discretion, request the Martha's Vineyard Commission designate as a DRI, any proposal for development within the Business Park which, in their estimation, would have a regional impact and therefore require review by the MVC.
- IVb. Noncompliance with the terms and conditions of the Business Park Development Regulations by an occupant or tenant of any of the lots or structures within the Airport Business Park may result in the termination of this Agreement with respect to the non-complying occupant, tenant and/or property and all developments proposed by said occupant, or tenant within the Airport Business Park and/or all development regarding a non-complying lot or lots which meet or exceed the Standards and Criteria adopted pursuant to Section 7 and Section 12 of the Act and/or any amendments adopted subsequent thereto and subsequent to this Agreement, may, at the discretion of the Dukes County Commissioners, be referred to the Martha's Vineyard Commission for a DRI review.

- V. Noncompliance with the terms and conditions of this Agreement by the MVAC shall result in a termination of this Agreement and all development proposals submitted subsequent to said termination which meet or exceed the MVC Standards and Criteria for DRIs or any subsequent amendments thereto, shall be considered as DRIs and require referral to the MVC for DRI review.
- VI. The MVC may issue and record at the Dukes County Registry of Deeds a Certificate of Compliance and/or a Certificate of Noncompliance for one or more lots as it deems necessary and appropriate.
- VII. The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach or violation thereof.
- VIII. The invalidity or unenforceability of any provision or clause of this Agreement shall not in any way affect the validity or enforceability of any other provision or clause of this Agreement. If any part of this Agreement is adjudged to fail, either party may, at its option, withdraw from this Agreement upon 30 days notice of said intent to withdraw to the other party.
- IX. The MVAC and the MVC shall review this Agreement every 5 years and if the MVC determines that it is necessary to amend this Agreement to maintain consistency with the Decision of the Martha's Vineyard Commission, re: Martha's Vineyard Airport Business Park, dated August 5, 1993, then the MVC shall initiate review and amendment procedures with the MVAC. If the parties cannot agree on amendments to bring the Agreement into consistency then both parties agree to participate in a non-binding mediation process. If the parties are unable to reach agreement through good faith participation in the non-binding mediation process, then either party may withdraw from this Agreement upon the provision of 30 days notice to the other party.
- X. This Agreement sets forth the entire agreement of the parties. Any modification or amendments hereto must be in writing, signed by both parties and specifically reference this Agreement.
- XI. This Agreement shall be valid for a period of 25 years from the date of execution and may be extended for a period of not more than 25 years, by mutual agreement of the parties.

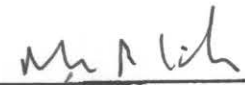
  
Charles W. Clifford  
Executive Director  
Martha's Vineyard Commission

  
Linda B. Sibley  
Chair  
Martha's Vineyard Commission

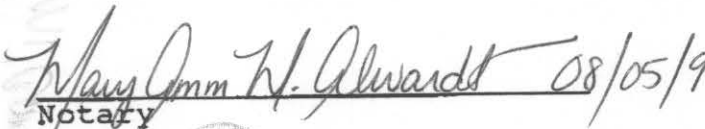
Then personally appeared the above-named Charles W. Clifford and Linda B. Sibley and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of the Martha's Vineyard Commission, before me

  
Notary

**IRENE MILLER FYLER**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
JUNE 10, 2005

  
Mark Villa  
Chair  
Martha's Vineyard Airport Commission

Then personally appeared the above-named Mark Villa and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Martha's Vineyard Airport Commission, before me

 08/05/98  
Notary

Edgartown, Mass Aug 28, 1998  
at 5 o'clock and 45 minutes A.M.  
received and entered with Dukes County Deeds  
book 739 page 621  
Attest:

  
Dawn E. Powers  
Register

RECEIVED  
DUNSTON  
REGISTER  
OF DEEDS  
DUKES COUNTY  
MASSACHUSETTS

