

REQUEST-FOR-PROPOSALS

**FOR THE PURCHASE OF "COMMUNITY LOT" AT 3 JEFFERS LANE,
EDGARTOWN, MASSACHUSETTS**

May 17, 2024

I INVITATION FOR PROPOSALS

The Martha's Vineyard Land Bank, acting by and through the Martha's Vineyard Land Bank Commission (hereafter referred to as the "Commission") seeks written proposals from parties interested in purchasing a portion of the real property located at 3 Jeffers Lane in Edgartown, Massachusetts. The portion to be purchased appears on Attachment 1 (the "Plan") approximately as "community lot" and includes all improvements thereon (together, the "Property"). The Property is a portion of the property shown approximately as Parcel no. 30 on Edgartown tax assessors' map no. 31.

The purpose of this request-for-proposals (the "RFP") is to find a buyer of the Property for a purchase price of not less than Eight Hundred Fifty-Five Thousand Dollars (\$855,000.00), for the implementation of community goals, on-site and as defined below, benefitting Chappaquiddick Island and Martha's Vineyard Island.

The Property, and the abutting parcel shown approximately on the Plan as "conservation lot" (the "Conservation Lot") are owned by Gerald Jeffers, Jr., Geraldine Jeffers and Lolita Jeffers Beauboeuf ("Owners"). The Commission intends to enter into an agreement with the Owners under which the Commission will purchase the Conservation Lot and the winning bidder under this Request for Proposals will simultaneously purchase the Property. Prior to the closing, the Commission intends to cause to be prepared and approved a subdivision plan showing the Property and the Conservation Lot.

The improvements on the Property include a building housing a garage and a small store. There is no septic system currently serving the Property. The Winning Bidder, as defined below, will be responsible after the purchase to design, obtain approvals for and install a wastewater system or systems sufficient to meet the Community Goals, as defined below, and other uses of the Property to be made, at the Winning Bidder's expense.

Proposals must be submitted, sealed and in writing, to the Commission office at 40 Meetinghouse Way, Edgartown, Massachusetts 02539 in a package plainly marked *Community Lot* on or before noon on Wednesday, July 3, 2024. No proposals submitted after that time will be accepted. Proposals must include all the required materials and information. Proposals must be delivered in person

or by Federal Express or United Parcel Service and may not be delivered via the United States Postal Service.

Bidders shall submit the Offer to Purchase Community Lot, attached hereto as Attachment 2 (the "Offer to Purchase") with their proposal, signed where indicated and including the purchase price and deposit added where indicated on Paragraph 1 of the Offer to Purchase.

Proposals will be opened and recorded at a regularly scheduled meeting of the Commission on Monday, July 8, 2024 to be conducted via remote technology or in-person at 40 Meetinghouse Way, Edgartown, Massachusetts, and/or as posted on the Commission website (www.mvlandbank.com), or, if there is no quorum at that meeting or the meeting cannot otherwise be held, at the next scheduled meeting of the Commission.

The Commission reserves the right to reject any and all proposals, to modify or amend with the consent of the bidder any proposal prior to acceptance, or to cancel the RFP, if it is in the best interest of the Commission to do so, in the Commission's sole discretion (together, "Right to Reject, Amend or Cancel"). This RFP is issued subject to the Uniform Procurement Act, M.G.L. chapter 30B ("UPA"), and the provisions of the UPA are incorporated by reference into the RFP.

The Commission intends for this RFP to be as accurate as possible but makes no representations or warranties, express or implied, as to accuracy and/or completeness of any information provided in this RFP. Any questions that arise, or corrections, modifications or withdrawals of proposals, shall be put in writing and delivered, at or before noon on Friday, June 21, 2024, either in person to James Lengyel, Executive Director, at 40 Meetinghouse Way, Edgartown, Massachusetts, or via email to jameslengyel@vineyardlandbank.com. All answers to questions will be shared, in writing, with each bidder who has requested a copy of the RFP.

Bidders should undertake their own review and analysis concerning physical conditions; environmental conditions; applicable zoning regulations; required permits and approvals; and other developmental and legal considerations. Upon request, the Commission will make the Property available for viewing by prospective bidders and for inspections that will not cause any change, damage or disturbance to the Property. Prospective bidders must arrange with James Lengyel to make an appointment at 508-627-7141 or jameslengyel@vineyardlandbank.com.

II USE AND RESTRICTIONS

The following applies:

- (a) Bids may be submitted by any party, including but not limited to: individuals, businesses, governmental agencies and non-profit organizations.
- (b) Bids shall outline, in reasonable detail (including detail as to planned legal instruments), the bidder's plans to accomplish the following goals (the "Community Goals") on the Property:
 - [i]* Development and implementation of a retail business designed to serve residents of and visitors to Chappaquiddick Island, such retail business primarily to supply comestibles; and
 - [ii]* Construction and use of at least one (1) and preferably two (2) units of affordable year-round ownership or rental housing for low and moderate income people, as low and moderate incomes are defined from time to time by the Dukes County Regional Housing Authority or the Edgartown Affordable Housing Committee, or, if they cease to exist in the future, by their successors providing year-round affordable housing for low and moderate income people on Martha's Vineyard; and
- (c) Other uses may be also proposed for the Property, provided that the bid at least includes those uses defined in section II-b as Community Goals. Details as to other such contemplated uses shall be included in the bid.
- (d) The bid shall include, for any uses that will not be directly managed by the bidder, a proposal submitted by the planned manager for the particular use(s), as testament to vision and commitment for such particular use(s).
- (e) In the case of a bidder that is a non-profit organization, such organization *[i]* must demonstrate that it has been granted official 501(c)(3) status or be able to arrange for same prior to November 15, 2024; and *[ii]* shall perform duties

determined by the Commission to serve an essential public purpose on Chappaquiddick Island and/or Martha's Vineyard Island, with special consideration given to those organizations with a demonstrated track record of successfully performing such duties on either or both Islands.

- (f) The Winning Bidder, as defined below, will be responsible after the purchase to design, obtain approvals for and install a wastewater system or systems sufficient to meet the Community Goals and other uses of the Property to be made, at the Winning Bidder's expense.
- (g) The Property will be conveyed subject to the Agreement of Restrictions (related to the Community Goals) and Easement Agreement (related to any portions of the septic system that serve the abutting property that are located on the Property), that are attached to the Offer to Purchase as, respectively, Exhibits 2 and 3.
- (h) The Property will be conveyed subject to an affordable housing rider to the Town of Edgartown or comparable public entity in a form reasonably acceptable to the Land Bank and said entity, requiring that: (i) a portion of the Property be used for the construction and use of at least one (1) unit of affordable year-round ownership or rental housing for low and moderate income people, as low and moderate incomes are defined from time to time by the Dukes County Regional Housing Authority or the Edgartown Affordable Housing Committee; (ii) the rider will be perpetual; and (iii) the rider will not be terminated by a foreclosure or deed given in lieu of any lien on the Premises.
- (i) The Property will be conveyed with the benefit of an Easement Agreement (granting an easement to install on the Conservation Lot a portion of the septic system needed to serve the affordable housing units, if and to the extent necessary) on substantially the terms of the Easement Agreement attached to the Offer to Purchase as Exhibit 4.
- (j) The Property will also be conveyed subject to and with the benefit of all easements, restrictions, covenants and conditions of records insofar as the same are in force and applicable and subject to all federal, commonwealth, county,

municipal and other applicable laws, rules, regulations, bylaws and other applicable authority. As set forth in the Offer to Purchase, the Commission will arrange for the transfer of the Property by quitclaim deed, without any additional representations or warranties. The sale of the Property is "as is."

III CRITERIA FOR EVALUATING BIDDERS

All proposals shall meet the following minimum criteria:

- (a) Complete conformance with submission requirements.
- (b) Demonstration that the bidder has the financial capacity to purchase the Property and to pay all amounts due within the time-frames set out in the Offer to Purchase.
- (c) Demonstration, the case of non-profit organizations, *[i]* of such organization's 501(c)(3) status or its ability to arrange for same prior to November 15, 2024; and *[ii]* of such organization's experience, if any, in carrying out its duties, so that the Commission can assess the strength of the services the bidder provides and the bidder's ability to provide them.
- (d) Only bids bearing a price of eight hundred fifty-five thousand dollars and zero cents (\$855,000.00) or higher and calling for payment in full at closing will be considered. All other bids will be disqualified.
- (e) The Commission will select, in its judgment, the most advantageous proposal from a responsive and responsible bidder — taking into consideration *[i]* price; *[ii]* the ability of the bidder to purchase the Property, timely pay all amounts due and to provide and administer the Community Uses; *[iii]* the bidder's experience in and ability to carry out the bidder's duties; and *[iv]* the bidder's plan to accomplish the Community Goals — all subject to the Commission's Right to Reject, Amend or Cancel. In the event that there is more than one proposal deemed most advantageous based on these factors, the Commission will choose the first of such proposals to have been received by the Commission, subject, again, to the Commission's Right to Reject, Amend or Cancel.

IV SUBMISSION REQUIREMENTS FOR ALL BIDDERS

All bidders must submit the following:

- (a) An Offer to Purchase, as appearing as Attachment 2, executed by a duly authorized signatory and including the purchase price and deposit added where indicated to its Paragraph 1.
- (b) A deposit in the amount of ten thousand (\$10,000.00) dollars (the "\$10,000 Deposit"), in the form of a certified, cashier's, treasurer's or bank check, made payable to the Martha's Vineyard Land Bank Commission, which deposit shall be attached to the Offer to Purchase and which shall be deposited by the Commission in and held together with all other deposits received by bidders, in an insured non-interest-bearing account at Rockland Trust Bank.
- (c) Certification of Non-Collusion, as appearing as Attachment 3, fully executed.
- (d) Disclosure of beneficial interests, as appearing as Attachment 4, fully executed (per M.G.L. c. 7, § 40J).
- (e) The Tax Compliance Certification, appearing as Attachment 5, fully executed, unless the bidder shows that the Certification is not applicable, given its status (M.G.L. c. 62C, § 49A form).
- (f) Information that the bidder believes will evidence the bidder's financial capacity to purchase the Property, to pay all amounts due within the time-frames set out in the Offer to Purchase, and to provide and administer the Community Goals. Bidders should not submit unredacted, complete bank statements, balance sheets, tax returns, bank or other financial account numbers, tax identification numbers, dates of birth or other documents showing confidential, proprietary or personal financial information.
- (g) Contact information for the bidder, including mailing address, telephone number(s) and email address(es), plus same for the bidder's legal representative, if any.

V ADDITIONAL SUBMISSION REQUIREMENTS FOR BIDDERS

THAT ARE NON-PROFIT ORGANIZATIONS, CORPORATIONS, LIMITED LIABILITY COMPANIES OR OTHER ENTITIES

All bidders that are non-profit organizations, corporations, limited liability companies or other entities must additionally submit the following:

- (a) For non-profit organizations, a copy of its Internal Revenue Service letter evidencing its status as a 501(c)(3) organization, or application for same.
- (b) For non-profit organizations, a copy of its articles of incorporation, bylaws and/or similar documents, evidencing its non-profit purpose and function, or drafts of same.
- (c) If available, a Certificate of Good Standing for the bidder, issued by the commonwealth's secretary of state, dated within thirty days of the date on which the bid is submitted to the Commission.
- (d) If available, a copy of *[i]* a resolution of the board of directors of the bidding organization authorizing the acquisition of the Property and authorizing the signatory on the Offer to Purchase to execute the offer and *[ii]* a certificate from the clerk or secretary of the bidding organization certifying that the resolution was duly adopted and remains in force and effect and an incumbency certificate evidencing the signature(s) and title(s) or the signatory(ies) of the Offer to Purchase.

VI SELECTION PROCESS

All proposals submitted by the deadline will be opened and logged publicly at the Commission's meeting, to be conducted via remote technology or in-person at 40 Meetinghouse Way, Edgartown, Massachusetts, and/or as posted on the Commission website (www.mvlandbank.com), at 3:00 pm on Monday, July 8, 2024 or, if there is no quorum at that meeting or the meeting cannot otherwise be held, at the next scheduled meeting of the Commission. All information contained in the proposals, with the exception of financial information protected under the Fair Information Practices Act or other applicable law, will be made public. The Commission will review and evaluate all proposals that have been received by the submission deadline. Evaluation of the proposals will be based on the information provided in the bidder's submission in accordance with the submission requirements of this RFP.

The most advantageous proposal from a responsive and responsible bidder (the "Winning Bidder"), taking into consideration all evaluation criteria set forth in this RFP, will be selected at the Commission's meeting, to be conducted via remote technology or in-person at 40 Meetinghouse Way, Edgartown, Massachusetts, and/or as posted on the Commission website (www.mvlandbank.com), at 3:00 pm on Monday, July 15, 2024 or, if there is no quorum at that meeting or the meeting cannot otherwise be held, at the next scheduled meeting of the Commission, subject to the Commission's Right to Reject, Amend or Cancel. The winning proposal may not necessarily be the highest proposal. In the event that there is more than one proposal deemed most advantageous based on these factors, the Commission will choose the first of such proposals to have been received by the Commission, subject, again, to the Commission's Right to Reject, Amend or Cancel.

The Winning Bidder shall deliver to the Commission office at 40 Meetinghouse Way, Edgartown, Massachusetts, within five (5) business days of the Commission meeting at which the Winning Bidder is selected, a deposit which, when added to the \$10,000 Deposit, shall equal ten percent (10%) of the total purchase price offered by the Winning Bidder, in the form of a certified, cashier's, treasurer's or bank check made payable to Reynolds Rappaport Kaplan and Hackney LLC, which deposit will be held in accordance with the terms of the Offer to Purchase.

In the event that the Winning Bidder fails to deliver the deposit as required by the preceding paragraph, the Commission shall select the next most advantageous proposal from a responsive and responsible bidder (the "Next Winning Bidder"), taking into consideration all evaluation criteria set forth in this RFP, at the next scheduled Commission meeting that is held, subject to the Commission's Right to Reject, Amend or Cancel, and the Next Winning Bidder shall deliver to the address above, within five (5) business days of the Commission meeting at which the Next Winning Bidder is selected, a deposit which shall equal ten percent (10%) of the total purchase price offered by the Next Winning Bidder, in the form of a certified, cashier's, treasurer's or bank check made payable to Reynolds Rappaport Kaplan and Hackney LLC, which deposit will be held in accordance with the terms of the Offer to Purchase. In the event that the Next Winning Bidder fails to deliver the deposit as required in this paragraph, this process shall continue until a winning bidder chosen by the Commission complies with the requirements of this paragraph.

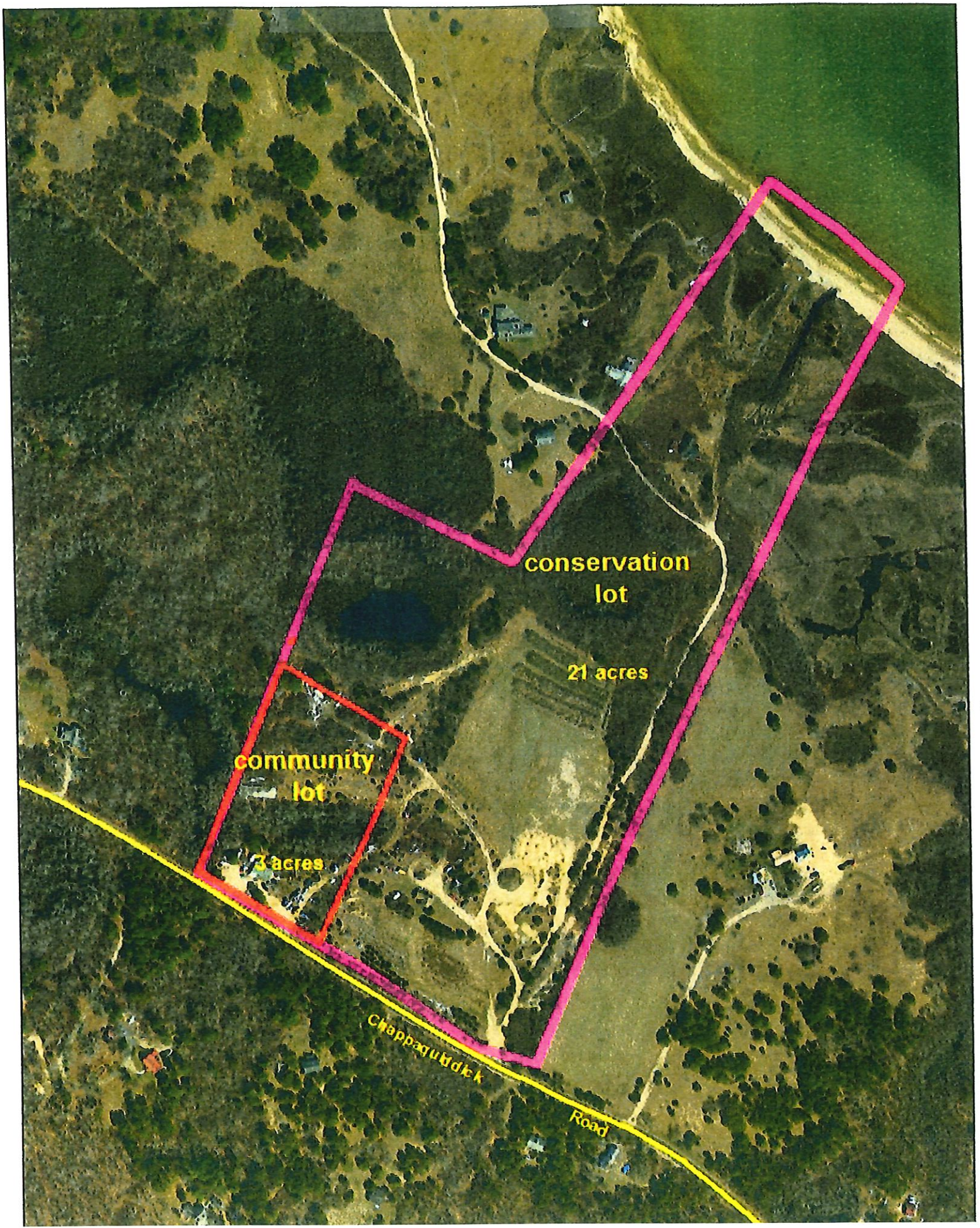
After receiving the deposit from the Winning Bidder or the Next Winning Bidder, as described above, the Commission shall submit any information required by the UPA and M.G.L. chapter 7, section 40J to the Central Register and the Massachusetts Division of Capital Planning and Operations, respectively.

After submitting the information referenced in the preceding paragraph, the Commission shall execute and date the Offer to Purchase and deliver it to the Winning Bidder or the Next Winning Bidder, as the case may be, and shall deliver the deposit to the Escrow Agent set forth in the Offer to Purchase to be held by said Escrow Agent pursuant to the terms of the Offer to Purchase. The Commission shall then promptly refund all other submitted \$10,000 Deposits.

VII ATTACHMENTS

- Attachment 1** Plan
- Attachment 2** Offer to Purchase
- Attachment 3** Certificate of Non-Collusion
- Attachment 4** Disclosure Statement for Transaction With a Public Agency
Concerning Real Property
- Attachment 5** Tax Compliance Certification

ATTACHMENT 1



conservation
lot

21 acres

community
lot

3 acres

Chappaquiddick
Road

ATTACHMENT 2

OFFER TO PURCHASE "COMMUNITY LOT" AT 3 JEFFERS LANE

TO: Martha's Vineyard Land Bank Commission
c/o Mr. James Lengyel, Executive Director
40 Meetinghouse Way
Edgartown, Massachusetts 02539 (the "LAND BANK")

date: _____

The property herein referred to is identified as follows:

A portion of the real property that is located at 3 Jeffers Lane in Edgartown, Massachusetts, together with any other improvements thereon, which portion is shown approximately as "community lot" on the plan attached hereto as Exhibit 1 and incorporated herein, and which portion is to be more particularly shown on a subdivision plan (the "Subdivision Plan") to be prepared and submitted by the Martha's Vineyard Land Bank Commission for approval of the Edgartown Planning Board and recorded at the Time of Closing, as defined below, together with all appurtenant rights and easements (the "Premises" or "said Premises"). The Premises are a portion of the property shown approximately as Parcel 30 on Edgartown Tax Assessor's Map 31. For title to the Premises, see Estate of Gerald Jeffers, Dukes County Family & Probate Court Docket o. DU18P002EA.

The undersigned (hereafter, the "BUYER") hereby offers to buy the Premises, under the following terms and conditions:

(1.) PURCHASE PRICE. The agreed purchase price for the Premises is
_____ AND 00/100
(\$ _____) DOLLARS, of which

\$ 10,000.00 that has been paid as a deposit and attached
herewith;

\$ _____ .00 will be paid within five (5) business days of the LAND
BANK's having selected this offer at its Commission
meeting pursuant to Section VI of the
Request-for-Proposals issued by the LAND BANK
("RFP"), which, when added to the \$10,000.00
deposit referenced above, shall equal ten percent
(10%) of the total purchase price to be paid
hereunder, in the form of a certified, cashier's,
treasurer's or bank check, made payable to the
Escrow Agent as defined below: Reynolds Rappaport
Kaplan and Hackney LLC;

\$ _____ .00 will be paid at the time of delivery of the deed by BUYER's attorney's IOLTA check or federal funds wire transfer, subject to Paragraph 34 below;

\$ _____ .00 TOTAL

(2.) **TITLE DEED.** The Premises are to be conveyed by a good and sufficient quitclaim deed from Gerald Jeffers, Jr., Geraldine Jeffers and Lolita Jeffers Beauboeuf (together, the "Owners") to the BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- [a] Provisions of existing building and zoning laws; and
- [b] Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; and
- [c] Any liens for municipal betterments assessed after the date of this agreement; and
- [d] The Agreement of Restrictions attached hereto as Exhibit 2 and incorporated herein (the "Agreement of Restrictions");
- [e] The Septic Easement Agreement attached hereto as Exhibit 3 and incorporated herein (the "Septic Easement Agreement");
- [f] An easement on substantially the terms of the Easement Agreement attached hereto as Exhibit 4 and incorporated herein, which will be recorded at the Time of Closing ("Easement to BUYER");
- [g] An affordable housing rider, requiring that a portion of the Premises be used for the construction and use of at least one (1) unit of affordable year-round ownership or rental housing for low and moderate income people, as low and moderate incomes are defined from time to time by the Dukes County Regional Housing Authority or the Edgartown Affordable Housing Committee, pursuant to the provisions of Paragraph 37 below; and
- [h] Easements, restrictions or reservations of record, if any, provided that the same do not prohibit or materially interfere

with the Community Goals as defined by the RFP and identified by BUYER in BUYER's proposal submitted in response to the RFP or the subdivision of the Premises shown on the Subdivision Plan.

- (3.) TIME OF PERFORMANCE AND DELIVERY OF DEED. Such deed is to be delivered at 11:00 am on the seventh (7th) business day after (i) the expiration of any applicable appeal periods after the approval of the Subdivision Plan and no appeal having been filed or, if an appeal has been filed, after the entry of any final decision by a court of competent jurisdiction approving such plan, and (ii) any Town board approvals and/or special permits which BUYER reasonably deems to be necessary to use the Premises for the Community Goals as defined by the RFP and identified by BUYER in BUYER's proposal submitted in response to the RFP, as such date may be changed or extended pursuant to the terms hereof or by agreement of the parties (the "Time of Closing" or "time of the delivery of the deed") at the office of Reynolds Rappaport Kaplan and Hackney LLC, 106 Cooke Street, Edgartown, Massachusetts, unless otherwise agreed upon in writing. It is agreed that time is of the essence in this agreement.
- (4.) POSSESSION AND CONDITION OF PREMISES. Full possession of the Premises free of all tenants and occupants is to be delivered at the Time of Closing, the Premises to be then in the same condition as they were at the time BUYER viewed the Premises, reasonable use and wear and tear thereof excepted. The LAND BANK shall deliver any and all keys to the Premises to BUYER at the Time of Closing. BUYER shall be entitled personally to inspect the Premises prior to the Time of Closing in order to determine whether the condition thereof complies with the terms of this paragraph.
- (5.) EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If the LAND BANK shall be unable to cause title to be conveyed or to make conveyance, or to deliver possession of the Premises, all as stipulated herein, or if at the time of delivery of the deed the Premises do not conform with the provisions hereof, then, at the LAND BANK's sole election, in its sole discretion, the Time of Closing shall be extended for a period of up to thirty (30) days to allow the LAND BANK to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform hereof, as the case may be.
- (6.) FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM ETC. If at the expiration of any extended time THE LAND BANK shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement any extension thereof, the holder of a mortgage on the Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and

all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

- (7.) BUYER'S ELECTION TO ACCEPT TITLE. BUYER shall have the right to elect, at either the original or any extended time for performance, to accept such title as can be delivered to the Premises in their then condition and to pay therefor the purchase price without deduction, in which case the LAND BANK shall cause to be conveyed such title.
- (8.) ACCEPTANCE OF DEED. The acceptance and recording of a deed by BUYER or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Time of Closing.
- (9.) USE OF MONEY TO CLEAR TITLE. To enable conveyance to be made as herein provided, use the purchase money or any portion thereof may be used at the Time of Closing to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, except for a discharge or partial release of a mortgage or other security interest held by a bank or other financial institution, which may be recorded within a reasonable time after the recording of the deed.
- (10.) ADJUSTMENTS. Real estate taxes for the then current fiscal year shall be apportioned between BUYER and the Owners, as defined below, and fuel value shall be adjusted, if applicable, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by BUYER at the Time of Closing. There shall be deducted from the balance due the following:
- [a] Massachusetts deed excise taxes;
 - [b] Cost of recording discharges and releases of monetary encumbrances and any title curative documents; and
 - [c] Amounts required to discharge outstanding mortgages or other monetary encumbrances on the Premises.
- (11.) DEPOSIT. All deposits referenced in Paragraph 1 are to be held in a federally insured bank account, which may be the IOLTA of the Escrow Agent and which may be interest-bearing or non-interest-bearing, in the discretion of the Escrow Agent. All deposits made hereunder shall be held by Reynolds Rappaport Kaplan and Hackney LLC, as escrow agent (the "Escrow Agent"), subject to the terms of this agreement and shall be duly accounted for at the time of

performance of this agreement, provided, however, that in the event of any disagreement, the Escrow Agent may retain said deposit, pending instructions mutually given by the LAND BANK and BUYER, or by final order, decree or judgment by a court of competent jurisdiction in the United States of America (and no such order, decree or judgment shall be considered "final" unless and until the time of appeal has expired and no appeal has been perfected) or Escrow Agent, at its sole discretion, may elect to transfer the entire deposit either to a party mutually agreeable to the LAND BANK and BUYER to serve as a substitute escrow agent or to hold the deposit pending the resolution of dispute between the LAND BANK and BUYER, or into a court of competent jurisdiction, and in either event, Reynolds Rappaport Kaplan and Hackney LLC shall thereafter be entitled to represent the LAND BANK as fully and completely as though Reynolds Rappaport Kaplan and Hackney LLC had never been the escrow agent holding the deposit. The Escrow Agent shall not be liable for any action taken or omitted in good-faith and believed by it to be authorized or within the rights or powers conferred upon it by this agreement and it may rely, and shall be protected in acting or refraining from acting in reliance, upon an opinion of counsel and upon and directions, instructions, notice, certificate, instrument, request, paper or other documents believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties. Notwithstanding any other provisions of this agreement, the LAND BANK and BUYER jointly indemnify and hold harmless the Escrow Agent against any loss, liability or expense incurred without bad-faith on its part arising out of or in connection with its services under the terms of this Agreement, including the cost and expense of defending itself against any claim or liability and BUYER agrees that Reynolds Rappaport Kaplan and Hackney LLC shall not, by virtue of its serving as Escrow Agent, be disqualified from representing the LAND BANK in connection with any dispute regarding the disposition of the deposit.

- (12.) BUYER'S DEFAULT; DAMAGES. If BUYER shall fail to fulfill BUYER's agreements herein, all deposits made hereunder by BUYER shall be retained by the LAND BANK as liquidated damages and this shall be the LAND BANK's sole and exclusive remedy at law or in equity for any default by BUYER hereunder.
- (13.) LEAD PAINT. The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of the Premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. The LAND BANK makes no representations or warranties regarding the presence or absence of lead paint applied to, or materials containing lead in, any portion of the Premises. BUYER agrees that the LAND BANK shall have no responsibility or liability for complying with any statutes, building codes, ordinances, bylaws or regulations that relate to the removal of

lead paint or materials containing lead, BUYER hereby assuming all such responsibility and liability. BUYER acknowledges that (a) BUYER has received a notice form from the Massachusetts Department of Public Health setting forth BUYER's rights with respect to lead-based materials in the Premises and the dangers of the same; (b) the LAND BANK has disclosed to BUYER that (i) the Premises may contain lead-based materials and (ii) lead-based materials are a health hazard to children under the age of six (6); and (c) BUYER has had the opportunity for a period of at least ten (10) days prior to the signing of this Agreement to have the Premises inspected for the presence of lead-based materials.

- (14.) FIRE DEPARTMENT CERTIFICATES. The LAND BANK shall, at the Time of Closing, deliver any certificate(s) required by applicable law from the Edgartown fire department stating that the Premises comply with applicable law.
- (15.) LAND BANK FEE. BUYER acknowledges that BUYER is responsible for payment of the appropriate fee, if any, due to the Martha's Vineyard Land Bank in connection with the transaction contemplated by this agreement.
- (16.) ASSIGNMENT BY BUYER. BUYER may not assign this contract.
- (17.) ACCESS TO PREMISES. Upon reasonable notice to the LAND BANK (which notice need not be in writing), and if approved by the Owners, as defined below, BUYER or BUYER's designees, agents and representatives shall have the right to enter upon the Premises at reasonable times prior to the Time of Closing to make such investigations, inspections, appraisals, surveys, tests, examinations and the like as BUYER deems necessary or appropriate in connection with the performance of this agreement, provided that such investigations, inspections, appraisals, surveys, tests, examinations and other actions do not cause any change, damage or disturbance to the Premises. BUYER shall indemnify and hold the LAND BANK and the Owners harmless for all liability arising out of or in connection with such entry upon the Premises. This indemnity shall survive the Time of Closing or other termination of this agreement.
- (18.) MASSACHUSETTS REAL ESTATE BAR ASSOCIATION STANDARDS. Any matter or practice arising under or related to this agreement that is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association for Massachusetts shall be governed by said Standard to the extent applicable.
- (19.) BUYER'S ACKNOWLEDGMENT. BUYER hereby acknowledges and agrees that BUYER is satisfied with the condition of the Premises (structural and otherwise) and that the LAND BANK has not made, does not make and specifically negates and disclaims any representations, warranties, promises or guarantees of any kind or character whatsoever, whether expressed or implied,

oral or written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or condition of the Premises, (ii) the compliance of or by the Premises or its condition with any laws, rules, ordinances or regulations of any applicable governmental authority or body or (iii) any other matter with respect to the Premises. BUYER is relying on its own investigation of the Premises and not on any information provided by the LAND BANK. BUYER further acknowledges and agrees that to the maximum extent permitted by law the sale of Premises as provided for herein is made on an "as is" basis. The provisions of this paragraph are intended to survive the delivery of the deed called for herein or other termination of this agreement.

- (20.) NOTICES. All notices required or permitted to be given hereunder shall be in writing and shall be delivered [a] by hand or [b] mailed postage prepaid by registered or certified mail, return receipt requested, or [c] by Federal Express or another nationally recognized overnight delivery service, addressed in the case of the LAND BANK to the address noted in Paragraph 1 and to Kathryn R. Ham. Esq., Reynolds Rappaport Kaplan and Hackney LLC, Post Office Box 2540, Edgartown, Massachusetts 02539 and in the case of BUYER to the address noted under the signatory line on the final page of this agreement and to _____, or in the case of either party, to such other address as shall be designated by written notice given to the other party. Any such notices shall be deemed given when so delivered by hand or if so mailed or delivered by overnight delivery service, when deposited with the United States Postal Service or overnight delivery service.
- (21.) EXTENSIONS. In order to facilitate the execution of such instruments extending the time for the performance of any event or any notice that may be given under this agreement, each of the undersigned the LAND BANK and BUYER authorizes each's respective attorney to assent and execute on the party's behalf any agreements extending the time for the performance of any event or of any notice that may be given under this agreement.
- (22.) FACSIMILE AND ELECTRONIC SIGNATURES. The parties hereto agree that for the purposes of this agreement a facsimile of any party's signature, or an electronic or DocuSigned version thereof, shall be accepted as the original thereof and shall be binding.
- (24.) LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY. If the LAND BANK or BUYER executes this agreement in a representative or fiduciary capacity only the principal or the estate shall be bound and neither THE LAND BANK nor BUYER so executing, nor any shareholder or beneficiary or any trust, shall be personally liable for any obligation, express or implied, hereunder.
- (25.) REPRESENTATIONS REGARDING BROKERS. BUYER represents and

warrants to the LAND BANK that BUYER has not obtained the services of any real estate broker in connection with the transaction contemplated by this agreement that would result in or give rise to the imposition or charge of a real estate brokerage fee chargeable to or payable by the LAND BANK. BUYER agrees to indemnify and hold THE LAND BANK harmless against any claim, loss, damage, cost or liability for any other brokerage commission or fee that may be asserted against or incurred by the LAND BANK as a result of any falsity of these representations. The provisions of this paragraph are intended to survive the closing or termination of this agreement.

- (26.) WARRANTIES AND REPRESENTATIONS. BUYER acknowledges that BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth in this agreement.
- (27.) CONSTRUCTION OF AGREEMENT. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets for the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be canceled, modified or amended only by a written instrument executed by both the LAND BANK and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The paragraph captions are used only as a matter of convenience and are not to be considered part of this agreement or to be used in determining the intent of the parties to it.
- (28.) DEADLINES. If any deadline called for herein falls on a Saturday, Sunday or legal holiday the deadline shall be at 5:00 pm on the next business day.
- (29.) THE LAND BANK'S CONTINGENCY. THE LAND BANK's obligations hereunder are contingent upon the LAND BANK's compliance with the terms and provisions of the Uniform Procurement Act, M.G.L. chapter 30B; the terms and provisions of M.G.L. chapter 7 section 40J concerning the disclosure of persons with a beneficial interest in the Premises; chapter 736 of the Acts of 1985, as amended; and any other laws, rules and regulations that apply to the sale of the Premises. If the LAND BANK discovers that the LAND BANK has not complied with the foregoing, or a claim is made that the LAND BANK has not complied with the foregoing, prior to the Time of Closing, then, at the LAND BANK's option, any payments made hereunder shall be refunded forthwith and all obligations of the parties shall cease and this agreement shall be void and without recourse to the parties hereto.
- (30.) BUYER AND THE LAND BANK CONTINGENCIES. BUYER and the LAND BANK acknowledge and agree that: (i) the LAND BANK will arrange for the Subdivision Plan to be prepared and approved prior to the Time of Closing, to

create the Premises and another lot shown approximately as "conservation lot" on the plan attached hereto as Exhibit 1 (the "Conservation Lot"); (ii) because the LAND BANK does not hold title to the Premises or the Conservation Lot and the LAND BANK has entered into a Purchase and Sale Agreement (the "Purchase Agreement") to purchase the Premises and the Conservation Lot from the Owners, which agreement provides for the Premises to be conveyed directly from the Owners to BUYER, the deed conveying the Premises to BUYER will be executed by the Owners, not the LAND BANK, and the Owners will need to perform their obligations under the Purchase Agreement to be able to convey the Premises to BUYER; and (iii) BUYER will determine whether BUYER will be able to obtain all Town board approvals and/or special permits which BUYER reasonably deems to be necessary to use the Premises for the Community Goals as defined by the RFP and identified by BUYER in BUYER's proposal submitted in response to the RFP (together, the "Contingencies"). BUYER's and the LAND BANK's obligations hereunder are contingent upon all of the Contingencies being completed. In the event that any of the Contingencies is not completed by the Time of Closing, then at BUYER's or the LAND BANK's option, any payments made hereunder shall be refunded forthwith and all obligations of the parties shall cease and this agreement shall be void and without recourse to the parties hereto. Notwithstanding the foregoing, in the event that the Time of Closing under the Purchase Agreement is extended, the Time of Closing set forth in Paragraph 3 above shall automatically be extended for an equivalent amount of time.

- (31.) SEPTIC. There is no septic system currently serving the Premises. BUYER will be responsible, at BUYER's sole cost and expense, to design, obtain approvals for and install a septic system sufficient to meet the Community Goals as defined by the RFP and any other uses to be made of the Property after the Time of Closing.
- (32.) REMOVAL OF DEBRIS. The Owners shall cause to be removed from the Premises, before or after the Time of Closing, at no cost to BUYER, any automobiles and debris litter at the Premises, and Hazardous Substances – defined by Chapter 21-E of the Massachusetts General Laws as including any hazardous substances, hazardous waste, hazardous materials, oil and the group of organic compounds known as polychlorinated biphenyls – if any, that are identified in the inspection by a qualified commercial inspection firm that will be obtained, to the extent the Owners are able to obtain, using reasonable efforts, any orders, permits, or other approvals or authorizations necessary for the same. BUYER acknowledges and agrees that there is no deadline by which the Owners must complete this removal, and that the LAND BANK has no liability or obligation with respect to said removal or the provisions of this paragraph.
- (33.) EXAMINATION OF TITLE. Following execution of this Offer, the LAND BANK

shall deliver to BUYER a copy of the title insurance policy insuring an existing mortgage on the Premises. The Owners' title to the Premises shall be deemed to meet the requirements of Paragraph 2 hereof for all purposes unless BUYER gives notice to the LAND BANK of a claimed defect on or before 5:00 pm on the thirtieth (30th) day after the LAND BANK sends such policy to BUYER. Such notice shall specify any defects claimed in title and BUYER shall thereafter have rights with respect to defects in title only in respect to [a] defects in title that have been claimed in such notice and [b] defects in title arising on or after the date specified in such notice.

- (34.) WIRING OF SALE PROCEEDS. Due to the possibility of wire fraud in a real estate transaction, at the LAND BANK's or the Owners' election, the sale proceeds shall be paid either by IOLTA check payable to the Owners or the Owners' attorney, or by federal funds wire transfer to the IOLTA of Owners' attorney. If the LAND BANK or the Owners elect to have the sale proceeds sent by federal funds wire to the IOLTA account of Owners' attorney, BUYER's attorney shall confirm the written wire instructions for said account with the Owners' and the LAND BANK's attorney in person or by phone before sending said wire.
- (35.) SETTLEMENT STATEMENT AND PAYMENTS. BUYER will be required to execute a settlement statement at or prior to the Time of Closing. In no event shall the LAND BANK be obligated to pay any taxes, deed stamp taxes or any other costs or expenses commonly paid by a buyer or seller at the closing on a sale of real property.
- (36.) AGREEMENT OF RESTRICTIONS AND EASEMENT AGREEMENTS. BUYER and the LAND BANK shall execute, in recordable form, the Agreement of Restrictions and Septic Easement Agreement, which shall be recorded in the Dukes County Registry of Deeds at the Time of Closing. The Owners and BUYER shall execute, in recordable form, the Easement to BUYER, which shall be recorded in the Dukes County Registry of Deeds at the Time of Closing.
- (37.) AFFORDABLE HOUSING RIDER. At the Time of Closing, BUYER shall execute and deliver, in recordable form, an affordable housing rider to the Town of Edgartown or comparable public entity, in a form reasonably acceptable to the Land Bank and said entity, which shall be recorded in the Dukes County Registry of Deeds immediately after the deed from the Owners to BUYER. Said rider shall require that: (i) a portion of the Premises be used for the construction and use of at least one (1) unit of affordable year-round ownership or rental housing for low and moderate income people, as low and moderate incomes are defined from time to time by the Dukes County Regional Housing Authority or the Edgartown Affordable Housing Committee; (ii) the rider will be perpetual; and (iii) the rider will not be terminated by a foreclosure or deed given in lieu of any lien

on the Premises.

NOTICE: This is a legal document that creates binding obligations. Consult an attorney if not understood.

BUYER: _____
Print name:
Print address: _____

If BUYER is a corporation, limited liability company, trust or other entity, indicate name of entity, name of signatory, position or title of signatory and evidence of authority or signatory to execute contract.

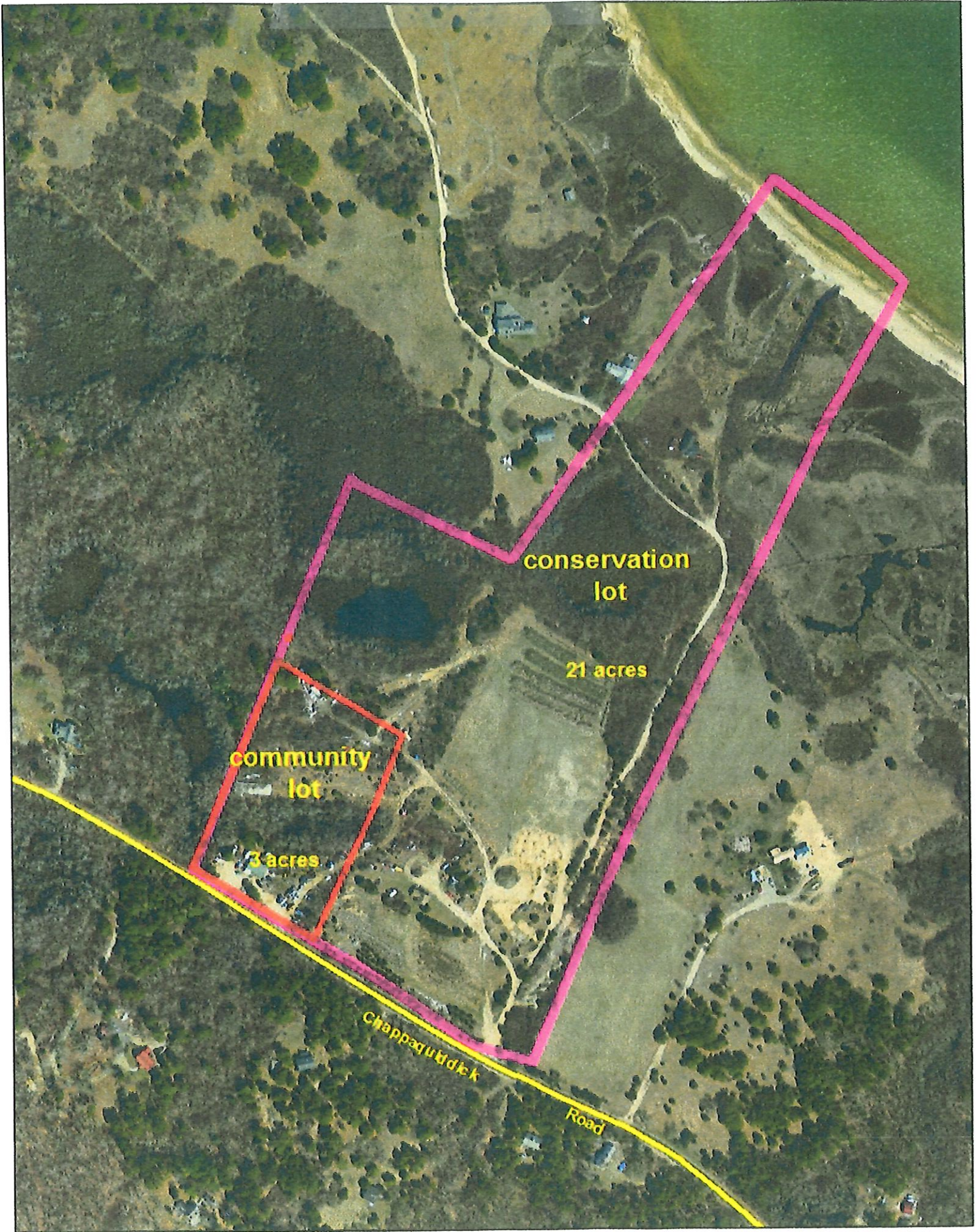
MARTHA'S VINEYARD LAND BANK COMMISSION:

Wesley Mott
Chairman, duly authorized

EXHIBITS:

- Exhibit 1: Subdivision Plan
- Exhibit 2: Agreement of Restrictions
- Exhibit 3: Septic Easement Agreement
- Exhibit 4: Easement Agreement

EXHIBIT 1



conservation
lot

21 acres

community
lot

3 acres

Chappaquiddick
Road

EXHIBIT 2

AGREEMENT OF RESTRICTIONS

This **AGREEMENT OF RESTRICTIONS** is entered into this ____ day of _____, 2024, by and between _____, with a mailing address of _____ (“Grantor”), and **MARTHA’S VINEYARD LAND BANK COMMISSION**, a public body corporate having a principal place of business at 40 Meetinghouse Way, Edgartown, Massachusetts 02539 (“Grantee”).

WHEREAS, Grantor owns the land with the improvements thereon located on Jeffers Lane, in Edgartown, County of Dukes County, Commonwealth of Massachusetts, more particularly shown as Lot ____ on a plan of land entitled, “_____,” recorded in the Dukes County Registry of Deeds in Plan Book ___, Page ___, and described in a deed from Gerald Jeffers, Jr., Geraldine Jeffers and Lolita Jeffers Beauboeuf (together, the “Prior Owners”) to Grantor, to be recorded herewith (the “Property”).

WHEREAS, Grantee owns land with the improvements thereon abutting the Property, located on Jeffers Lane, in Edgartown, County of Dukes County, Commonwealth of Massachusetts, more particularly shown as Lot ____ on a plan of land entitled, “_____,” recorded in the Dukes County Registry of Deeds in Plan Book ___, Page ___, and described in a deed from the Prior Owners to Grantee, to be recorded herewith (the “Benefitted Property”).

WHEREAS, prior to Grantor’s purchase of the Property, Grantee had entered into an agreement to purchase the Property and the Benefitted Property from the Prior Owners. Grantee issued a Request for Proposals seeking another party to purchase the Property, on the condition that the party use it for certain community goals and grant a restriction to ensure the continuation of said goals.

WHEREAS, Grantor submitted a response to the Request for Proposals, proposing the uses of the Property described below and agreeing to grant the restrictions described herein. Grantee selected Grantor’s response, and the Property is being conveyed by the Prior Owners to Grantor, by deed to be recorded herewith.

NOW THEREFORE, for good and valuable non-monetary consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree, for themselves, their successors and assigns:

1. Grantor hereby agrees that the Property is subject to the following restriction (the “Restrictions”): A portion of the Property shall be used for a retail business to serve

residents and visitors to Chappaquiddick Island, primarily selling comestibles ("Business Use").

2. The Restrictions shall run with the land. The terms "Grantor" and "Grantee" as used herein shall include each such party's successors and assigns. The Restrictions are binding upon the Grantor as owner of the Property and upon the Property, and shall be deemed a burden on the Grantor as owner of the Property and on the Property. The Restrictions shall be and be deemed of actual and substantial benefit to Grantee, or any successor of Grantee, as owner of the Benefitted Property and otherwise, and to the Benefitted Property, within the meaning of M.G.L. c. 184, §27 and §30, for so long as they remain in effect, and shall be enforceable by Grantee or any successor of Grantee, and by the owner from time to time of the Benefitted Property.
3. The Restrictions shall be binding upon the parties hereto for a term of one hundred fifty (150) years from the date of recording hereof in the Dukes County Registry of Deeds, provided that no Restrictions shall be enforceable after thirty years from the registration of this Agreement, unless an extension executed by the Grantee or by the then owner of the Benefitted Property, in accordance with this provision, and in accordance with M.G.L. Chapter 184, Section 27, as it may be amended from time to time, or as provided in similar successor provisions, is recorded 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. This Agreement is intended to comply in all respects with, and shall be interpreted in a manner to comply in all respects 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.
4. 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 of such party maintained by the Board of Assessors for the Town of Edgartown. 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.
5. This Agreement may not be amended, except by written instrument executed by all parties. The Agreement shall be governed by and enforced under the laws of the Commonwealth of Massachusetts, and it may be executed in multiple counterparts, each of which deemed an original and all of which, together, shall constitute one and the same Agreement. No waiver by any party of any breach by any other party of, or failure of any party to comply with, any condition or provision of this Agreement shall be deemed a waiver of any other breach or failure. The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

EXECUTED as a sealed instrument as of the date first written above.

GRANTOR:

GRANTEE:

MARTHA'S VINEYARD LAND BANK
COMMISSION:

By: _____
Wesley Mott, its Chairman

STATE/Commonwealth of _____

_____ County: ss

On this ___ day of _____, 2024 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (circle one) personal knowledge of identity of the principal/passport or driver's license bearing photographic image of principal/ other _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as his/her free act and deed.

Notary Public
My commission expires:

AFFIX :
NOTARIAL :
SEAL :

STATE/Commonwealth of _____

_____ County: ss

On this ___ day of _____, 2024 before me, the undersigned notary public, personally appeared Wesley Mott, proved to me through satisfactory evidence of identification, which was (circle one) personal knowledge of identity of the principal/passport or driver's license bearing photographic image of principal/ other _____, 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 Chairman of the Martha's Vineyard Land Bank Commission, as the free act and deed of the Martha's Vineyard Land Bank Commission.

Notary Public
My commission expires:

AFFIX :
NOTARIAL :
SEAL :

EXHIBIT 3

SEPTIC EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made this ____ day of _____, 2024, by and among _____, having an address _____ (“Grantor”), and **MARTHA’S VINEYARD LAND BANK COMMISSION**, a public body corporate, having a principal place of business of 40 Meetinghouse Way, Edgartown, Massachusetts 02539 (“Grantee”).

WHEREAS, Grantor owns the land with the improvements thereon located on Jeffers Lane, in Edgartown, County of Dukes County, Commonwealth of Massachusetts, more particularly shown as Lot ____ on a plan of land entitled, “_____,” recorded in the Dukes County Registry of Deeds in Plan Book ____, Page ____, and described in a deed from Gerald Jeffers, Jr., Geraldine Jeffers and Lolita Jeffers Beauboeuf (together, the “Prior Owners”) to Grantor, to be recorded herewith (the “Property”).

WHEREAS, Grantee owns land with the improvements thereon abutting the Property, located on Jeffers Lane, in Edgartown, County of Dukes County, Commonwealth of Massachusetts, more particularly shown as Lot ____ on a plan of land entitled, “_____,” recorded in the Dukes County Registry of Deeds in Plan Book ____, Page ____, and described in a deed from the Prior Owners to Grantee, to be recorded herewith (the “Benefitted Property”).

WHEREAS, it is possible that portions of the septic system that serves the improvements on the Benefitted Property (“Septic System”) are located on the Property.

WHEREAS, Grantor has agreed to give an easement to Grantee to maintain and use any portions of the Septic System that are located on the Property.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable non-monetary consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive perpetual right and easement, appurtenant to the Benefitted Property, in, under, over and across the Property, to operate, maintain, repair, replace, remove, inspect and/or alter any portions of the Septic System that are located on the Property.

2. Grantee shall be solely responsible for all costs arising as a result of any operation, maintenance, repair, replacement, removal, inspection and/or alteration of the Septic System that may be required from time to time. Grantee shall have the right to cut, trim, clear and remove trees, brush, other vegetation and any other obstructions at any time and from time to time, as may reasonably be necessary for the proper accomplishment of the purposes of this easement.
3. The rights and easements granted herein shall entitle Grantee, and/or Grantee's designees, agents and representatives, to enter onto the Property, for the purposes herein declared, only after reasonable notice has been given to Grantor.
4. The rights hereby granted shall be exercised in such a way as to minimize, to the maximum extent reasonably possible, any adverse effect on Grantor's use, operation and quiet enjoyment of the Property or any improvements thereon. To the extent allowed by applicable law, Grantee hereby agrees to hold harmless and indemnify Grantor from and against any and all loss, cost, expense or liability resulting from the use, repair, maintenance, replacement, removal and/or existence of the Septic System, unless caused by or arising out of the acts or omissions of Grantor or Grantor's employees, contractors, subcontractors, agents or representatives.
5. The Septic System shall be and remain the property of Grantee, its successors and assigns.
6. If the Property is disturbed as a result of Grantee's exercise of rights granted herein, Grantee shall promptly restore the portion of disturbed or changed property to as near as possible to its condition as of the date hereof.
7. The rights granted in this Easement Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their heirs, devisees, executors, administrators, successors and assigns as owners of their respective above-described properties. The terms "Grantor" and "Grantee" as used herein shall include each such party's heirs, devisees, executors, administrators, successors and assigns.

SIGNATURE PAGE FOLLOWS

EXECUTED as a sealed instrument as of the date first written above.

GRANTOR:

GRANTEE:

MARTHA'S VINEYARD LAND BANK
COMMISSION:

By: _____
Wesley Mott, its Chairman

STATE/Commonwealth of _____

_____ County: ss

On this ___ day of _____, 2024 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (circle one) personal knowledge of identity of the principal/passport or driver's license bearing photographic image of principal/ other _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as his/her free act and deed.

Notary Public
My commission expires:

AFFIX :
NOTARIAL :
SEAL :

STATE/Commonwealth of _____

_____ County: ss

On this ____ day of _____, 2024 before me, the undersigned notary public, personally appeared Wesley Mott, proved to me through satisfactory evidence of identification, which was (circle one) personal knowledge of identity of the principal/passport or driver's license bearing photographic image of principal/ other _____, 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 Chairman of the Martha's Vineyard Land Bank Commission, as the free act and deed of the Martha's Vineyard Land Bank Commission.

Notary Public

My commission expires:

AFFIX :
NOTARIAL :
SEAL :

0187-313\Septic Easement Final.doc

EXHIBIT 4

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made this ____ day of _____, 2024, by and among **GERALD JEFFERS, JR., GERALDINE JEFFERS and LOLITA JEFFERS BEAUBOEUF**, having an address _____ (“Grantor”), and _____, having an address of _____ (“Grantee”).

WHEREAS, Grantor owns the land with the improvements thereon located on Jeffers Lane, in Edgartown, County of Dukes County, Commonwealth of Massachusetts, more particularly shown as Lot ____ on a plan of land entitled, “_____,” recorded in the Dukes County Registry of Deeds in Plan Book ____, Page ____, being a portion of the property described in a deed from _____ to _____, dated _____ and recorded in the Dukes County Registry of Deeds in Book ____, Page ____, and being the property described in a deed from Grantor to the Martha’s Vineyard Land Bank Commission, to be recorded herewith (the “Property”).

WHEREAS, Grantee owns land with the improvements thereon abutting the Property, located on Jeffers Lane, in Edgartown, County of Dukes County, Commonwealth of Massachusetts, more particularly shown as Lot ____ on a plan of land entitled, “_____,” recorded in the Dukes County Registry of Deeds in Plan Book ____, Page ____, and described in a deed from Grantor to Grantee, to be recorded herewith (the “Benefitted Property”).

WHEREAS, Grantee intends to construct at least one (1) unit of affordable year-round ownership or rental housing for low and moderate income people on the Benefitted Property (“Affordable Housing Unit”).

WHEREAS, it is possible that Grantee will be required to install a new septic system to serve the Affordable Housing Unit (“Septic System”), and that the Septic System will not fit entirely on the Benefitted Property.

WHEREAS, Grantor is willing to grant an easement to Grantee in that event, so that a portion of the Septic System can be located on the Property.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable non-monetary consideration, the receipt and sufficiency of

which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive perpetual right and easement, appurtenant to the Benefitted Property, in, under, over and across the Property, to operate, maintain, repair, replace, remove, inspect and/or alter any portions of the Septic System that cannot be located on the Benefitted Property and that need to be located on the Property.
2. Grantee shall be solely responsible for all costs arising as a result of any operation, maintenance, repair, replacement, removal, inspection and/or alteration of the Septic System that may be required from time to time. Grantee shall have the right to cut, trim, clear and remove trees, brush, other vegetation and any other obstructions at any time and from time to time, as may reasonably be necessary for the proper accomplishment of the purposes of this easement.
3. The rights and easements granted herein shall entitle Grantee, and/or Grantee's designees, agents and representatives, to enter onto the Property, for the purposes herein declared, only after reasonable notice has been given to Grantor.
4. The Septic System shall be located on and as close to the Benefitted Property to the maximum extent possible. The Septic System must serve the Affordable Housing Unit. The rights hereby granted shall be exercised in such a way as to minimize, to the maximum extent reasonably possible, any adverse effect on Grantor's use, operation and quiet enjoyment of the Property or any improvements thereon. To the extent allowed by applicable law, Grantee hereby agrees to hold harmless and indemnify Grantor from and against any and all loss, cost, expense or liability resulting from the use, repair, maintenance, replacement, removal and/or existence of the Septic System, unless caused by or arising out of the acts or omissions of Grantor or Grantor's employees, contractors, subcontractors, agents or representatives.
5. The Septic System shall be and remain the property of Grantee, its successors and assigns.
6. If the Property is disturbed as a result of Grantee's exercise of rights granted herein, Grantee shall promptly restore the portion of disturbed or changed property to as near as possible to its condition as of the date hereof.
7. The rights granted in this Easement Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their heirs, devisees, executors, administrators, successors and assigns as owners of their respective above-described properties. The terms "Grantor" and "Grantee" as used herein shall include each such party's heirs, devisees, executors, administrators, successors and assigns.

EXECUTED as a sealed instrument as of the date first written above.

GRANTOR:

GRANTEE:

Gerald Jeffers, Jr.

Geraldine Jeffers

Lolita Jeffers Beauboeuf

STATE/Commonwealth of _____

_____ County: ss

On this ___ day of _____, 2024 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (circle one) personal knowledge of identity of the principal/passport or driver's license bearing photographic image of principal/ other _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as his/her free act and deed.

Notary Public
My commission expires:

AFFIX :
NOTARIAL :
SEAL :

STATE/Commonwealth of _____

_____ County: ss

On this ___ day of _____, 2024 before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was (circle one) personal knowledge of identity of the principal/passport or driver's license bearing photographic image of principal/ other _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as his/her free act and deed.

Notary Public

My commission expires:

AFFIX :
NOTARIAL :
SEAL :

ATTACHMENT 3

CERTIFICATE OF NON-COLLUSION

Pursuant to the requirements of M.G.L. c.30B, §10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

ATTACHMENT 4

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY
CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY: Portion of 3 Jeffers Lane, Edgartown, Massachusetts, 02539
Portion of Edgartown Tax Assessor Map 31, Parcel 30
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: Conveyance of fee simple interest
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: Martha's Vineyard Land Bank Commission
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

<input type="checkbox"/> Lessor/Landlord	<input type="checkbox"/> Lessee/Tenant
<input type="checkbox"/> Seller/Grantor	<input type="checkbox"/> Buyer/Grantee
<input type="checkbox"/> Other (Please describe): _____	
- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to

vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME	RESIDENCE
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(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request. The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY
(from Section 4, above)

AUTHORIZED SIGNATURE
of DISCLOSING PARTY

DATE (MM / DD / YYYY)

PRINT NAME & TITLE of
AUTHORIZED SIGNATORY

ATTACHMENT 5

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A, the undersigned certifies under the penalties of perjury that the undersigned is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the undersigned has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

***Bidder's Social Security Number (Voluntary) or Federal Identification Number

Print Name: _____ Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the bidder is an individual.

** Approval of a contract or other agreement will not be granted until the Land Bank receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non filing or delinquency will not have a contract or other agreement issued, renewed, or extended.