

# LAND MANAGEMENT AGREEMENT for

**-- OLD SAILOR'S BURYING GROUND ROAD ENVIRONS --**

AGREEMENT made this 15th day of September, 2021, by and between the Select Board of the Town of Tisbury, a political subdivision of the Commonwealth of Massachusetts with a principal place of business at Town Hall, Vineyard Haven, Massachusetts (the "town") and the Martha's Vineyard Land Bank Commission, a corporate body politic having a principal place of business at 167 Main Street, Edgartown, Massachusetts 02539 (the "land bank").

WHEREAS there exists a public right of passage along a trail known as the Old Sailor's Burying Ground Road (interchangeably the "Road" or "Trail") located in Tisbury, Massachusetts, identified on the attached plan, and;

**WHEREAS a significant portion of Old Sailor's Burying Ground Road remains a vestige of a cart path pre-dating the advent of motor vehicles, which has for decades only served pedestrians, equestrians and non-motorized bicyclists, and;**

WHEREAS the continuity of Old Sailor's Burying Ground Road has been supplanted by residential development in a midsection of the Trail, and;

**WHEREAS there is a demonstrated need for consistent maintenance to allow the convenient foot, hoof, and bicycle passage over said Trail, and;**

**WHEREAS creating paths connecting Old Sailor's Burying Ground Road to the nearby park and ride area and a more direct connection to the Bare Hill Preserve would be a significant convenience for people, and;**

WHEREAS the land bank wishes to assist the town in providing for such public use, creating the relocated section of the Trail, creating new paths connecting to the Trail, and retaining the existing natural character of said Trail and paths (combined, the “trails”);

**NOW, THEREFORE, the town and land bank hereby agree as follows:**

- 1) **The land bank shall manage the trails as represented in “Exhibit A” on behalf of the town to assure continued use and enjoyment of the trails by the citizens of Tisbury and the public.**
- 2) **The land bank shall create, maintain, and improve the trails in accordance with the terms set forth in this agreement for the sole and exclusive purpose of providing pedestrian, non-motorized bicycle and equestrian access for passive recreation, nature study and scenic enjoyment.**

**Creation of the path to the park and ride atop the capped landfill shall not be undertaken until the town has obtained the necessary approvals for such.**

- 3) The land bank shall maintain the trails to a width no greater than six (6) feet, unless otherwise authorized by the town.

- 4) The land bank shall have the right to cut, trim, clear and remove outgrowths of brush, other vegetation, and any other obstructions to the extent reasonably necessary to facilitate the uses intended hereby. The land bank and its agents, employees or representatives may use such power equipment or motorized vehicles as may be necessary for the creation or maintenance of the trails. The land bank may place trail markers, plant screening vegetation, and remedy drainage or erosion problems only as warranted.
- 5) All expenses associated with or arising out of the creation, maintenance, and improvement of the trails shall be borne solely by or on behalf of the land bank, except for the path to the park and ride, which has yet to be designed or approved. The town shall have no responsibility or obligation to maintain or repair the trails. When/if the town obtains permission to install the path to park and ride, all matters addressing the land bank's involvement in its management will be formalized in an amendment to this agreement.
- 6) The land bank agrees to defend, indemnify, and save the town harmless from any and all liability, loss, injury, claim or damage to or of any persons or property while on the trails, unless caused by the fault or negligence of the town or its agents.
- 7) The covenants and agreements contained herein shall continue and remain in full force and effect until terminated by either party upon sixty (60) days prior notice in writing by the other party. Such notice shall be deemed to be given only if delivered personally or mailed by registered or certified mail, return receipt requested.
- 8) At the termination of this Agreement the parties' rights in and to the trails shall revert to what they were prior to the execution of the Agreement. Once terminated, this Agreement shall have no effect upon the parties' rights and interests in the trails, and to all appurtenances to the same.
- 9) The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the trails.

IN WITNESS WHEREOF the parties hereto have set their hand and seals this 15th day of September, 2021.

TOWN OF TISBURY SELECT BOARD

DocuSigned by:

Jeff Kristal

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Jeff Kristal, Chairman

Roy Cutrer

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Roy Cutrer

Larry Gomez

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Larry Gomez

MARTHA'S VINEYARD LAND BANK  
COMMISSION

Sarah Thulin

Sarah Thulin, Chairman



## Exhibit - Old Sailor's Burying Ground Road Area

