

INTERGOVERNMENTAL AGREEMENT

April

AGREEMENT made this 13th day of March, 2020 by and between the TOWN OF TISBURY (the "Town") and the MARTHA'S VINEYARD LAND BANK, acting through its Land Bank Commission (the "Land Bank");

WHEREAS the Town owns, partly in common with Dukes County, land known as the Lake Tashmoo Town Beach that is more particularly described in deeds recorded in the Dukes County registry of deeds at book 317 page 379 and book 329 page 568 (the "Town Property"), such land's currently being used as a recreational public beach; and

WHEREAS the Land Bank owns land known as Tashmoo Preserve that is more particularly described in a deed recorded in the Dukes County registry of deeds at book 1479 page 1022 ("the Land Bank Property") and intends to use such land for conservation and passive recreational purposes, all in accordance with an adopted management plan dated May 22, 2019; and

WHEREAS the parties wish to cooperate in their respective management of their properties and wish to summarize each party's responsibilities in such cooperative management; and

WHEREAS it is understood that, to the extent that this agreement (the "Agreement") is silent on any particular matter, it means that such matter is not a subject of cooperative management and will be handled by the particular party owning the property where the matter is to be undertaken;

NOW THEREFORE IT IS HEREBY AGREED that:

- (1.) The Town hereby (i) designates the site-management plan (the "Site-Management Plan") attached hereto as Exhibit A, as the management protocol for the Town Property and (ii) authorizes the Land Bank to

implement and enforce it, as specified below.

- (2.) The Land Bank will twice-yearly grade the surface of (i) the parking area on the Town Property and (ii) the Herring Creek Road, to the extent that it is located on either the Town Property or the Land Bank Property. The Town will twice-yearly grade the Herring Creek Road, from the Land Bank Property as far back as Daggett Avenue, to the extent feasible and appropriate in the Town's estimation.

All costs and expenses associated with such grading shall be absorbed by the party undertaking the grading. Should grading prove insufficient for purposes of maintaining said parking area and road, the parties shall consult on the necessity of installing hardener and devise a division of responsibilities and expenses at that time.

Each party shall trim back encroaching vegetation as needed, to provide adequate passage for vehicles.

- (3.) The Land Bank will position parking bumpers as appearing on the Site-Management Plan, and install additional bumpers as fitting, all at its cost and expense.
- (4.) The Land Bank will install dune protection fencing as appearing on the Site-Management Plan, at its cost and expense.
- (5.) The Land Bank will install a bicycle rack as appearing on the Site-Management Plan, at its cost and expense.
- (6.) The Land Bank will contract for the seasonal installation of two (2) portable

toilets on the Town Property and the costs of such toilets will be divided by the Town and Land Bank on a 50-50 basis.

The Land Bank will, at its cost and expense, install a wooden platform, plus, if determined by the Land Bank to be appropriate and opportune, wooden lattice screening, to serve the toilets.

- (7.) The Town will supply a lifeguard(s) at its cost and expense and at such times and for such period of time as is satisfactory to the Town. The Land Bank will (i) post a sign on the beach at the entrance to the Land Bank Property that indicates that the Land Bank Property is not a guarded beach and (ii) provide, in keeping with its practice elsewhere, a life-ring on the Land Bank Property.
- (8.) The Land Bank will supply a property attendant(s) to oversee the Town Property and the Land Bank Property, at the Land Bank's cost and expense and at such times as deemed appropriate by the Land Bank in consultation with the Town. The property attendant will be generally situated on the Town property and will be charged with [a] overseeing the parking area on the Town Property; [b] keeping public use orderly on both properties; [c] enforcing the Tashmoo Preserve management plan on the Land Bank Property; [d] recording use data; and the like. The property attendant will be in communication with the Land Bank's property attendant at its Wilfrid's Pond Preserve in order to exchange information about parking conditions, so as to be able to inform visitors. Decisions about the extent of such staffing will be made annually by the Land Bank, in consultation with the Town and taking into consideration whether the streaming camera described in Paragraph No. 12, below, has affected the need for oversight.

- (9.) As the Land Bank has yet to make any decisions regarding the possible removal of the revetment on the Land Bank Property, the Land Bank will, in the interim, create a trail as depicted on Exhibit B in order to link the parking area on the Town Property with the beach on the Land Bank Property.
- (10.) No trash removal service will be supplied; a carry in - carry out policy shall prevail.
- (11.) The Land Bank will seasonally install, at its cost and expense and on the Town Property, a "mobi-mat" in order to allow universal access to the surfline, in lieu of doing so at the Land Bank's Wilfrid's Pond Preserve where site conditions preclude such access.
- (12.) The Town will install and maintain, at its cost and expense, electricity and electrical intelligence transmission lines to service the Town Property and may choose to do likewise with water service. All utility lines will be installed underground on the Land Bank Property in a location mutually satisfactory to the parties.

The Land Bank will install and maintain a streaming camera on the Town Property for the purpose of providing [a] oversight against vandalism and mischief; and [b] real-time images of the parking area, so that prospective visitors can assess the availability of space before commencing to travel down the Herring Creek Road. Expenses associated with installation and maintenance of the camera will be absorbed by the Land Bank; expenses associated with upgrading the Town's website, including hosting the stream and paying for all services charges, will be absorbed by the Town.

- (13.) The Land Bank will install, at its cost and expense and in its discretion, all

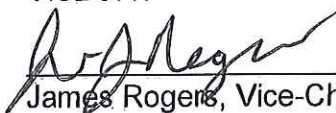
signage necessary to inform visitors of the management protocols in place on the Town Property and Land Bank Property. Such signage will include a notice at the intersection of Daggett Avenue and the Herring Creek Road recommending that prospective visitors consult the Town's website to assess, via the streaming camera, the availability of parking on the Town Property.

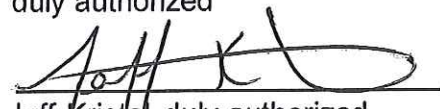
- (14.) Both the Town and Land Bank websites will advise prospective visitors that the Herring Creek Road is challenging to travel along, so that they may consider seeking out other recreational and conservation properties in town and elsewhere.
- (15.) The Town, as part of its regular maintenance of the Lake Tashmoo channel and its environs, will deposit dredge spoils on either the Town Property or the Land Bank Property, or both. The Town will give the Land Bank advance notice if the spoils are to be deposited on the Land Bank Property, so that details and logistics can be coordinated.
- (16.) Any and each of the provisions of this Agreement that triggers review under the town wetlands protection bylaw and/or the commonwealth wetlands protection act shall be submitted for review to the Tisbury conservation commission, in an omnibus application submitted jointly by the Town and Land Bank (or in follow-up joint applications), prior to any work's being undertaken by either party.
- (17.) The Town and Land Bank commit to conferring, prior to December 1 of each year, for the purpose of assessing each's party's performance under this Agreement during the previous twelve months.

(18.) This Agreement represents the full understanding of the parties with regard to the cooperative management of the Town Property and the Land Bank Property. Any amendments to the Agreement shall be made in writing and signed by each party.

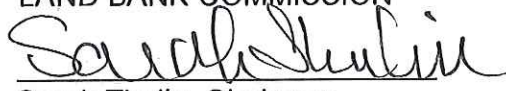
IN WITNESS WHEREOF the parties hereto have set their hands and seals this 13th day of ~~March~~, 2020.
April

by: TOWN OF
TISBURY


James Rogers, Vice-Chairman
duly authorized


Jeff Kristal, duly authorized

MARTHA'S VINEYARD
LAND BANK COMMISSION


Sarah Thulin, Chairman
duly authorized



SITE MANAGEMENT PLAN
12/11/2019 SCALE: 1" = 25'

MAP IS FOR PLANNING PURPOSES ONLY AND DOES NOT
REFLECT ANY POTENTIAL PERMITTING OR THE END
USERS INTERPRETATION



SITE MANAGEMENT PLAN
12/11/2019 N.T.S

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EXHIBIT B

