



**RECIPROCAL ACCESS EASEMENTS**

This Agreement, made and entered into this 10<sup>th</sup> day of November, 2017 by and between **DANIEL JAMES LARKOSH and CHRISTOPHER EDWARD LARKOSH, TRUSTEES OF LARKOSH REALTY TRUST** w/d/t dated July 27, 1977 and recorded with the Dukes County Registry of Deeds in Book 348, Page 323 with an address of PO Box 1659, Vineyard Haven, MA 02568, their heirs, successors and assigns, ("Larkosh") as the owner of a parcel of land in West Tisbury, Dukes County, Massachusetts, shown as **LOT 1A** on a plan entitled "Plan of Land in West Tisbury, Mass. Surveyed for Fulton K & E LLC, June 12, 2008, Scale: 1 inch = 20 feet, Vineyard Land Surveying and Engineering, Inc., PO Box 421, 12 Cournoyer Road, West Tisbury, MA 02575" recorded with the Dukes County Registry of Deeds as in Plan Book 16, Page 9 (the "Lot 1 Plan") and as the owner of a parcel of land in West Tisbury, Dukes County, Massachusetts, shown as **PARCEL A** on a plan entitled "Plan of Land in West Tisbury, Mass. Surveyed for Melissa J. Manter April 7, 2014 Scale: 1" = 40', Vineyard Land Surveying and Engineering, Inc., 12 Cournoyer Road, PO Box 421, West Tisbury, MA 02575" recorded with the Dukes County Registry of Deeds as in Plan Book 17, Page 128 (the "Parcel A Plan") and **KAYSKY, LLC**, a Massachusetts limited liability company with an address of PO Box 4835, Vineyard Haven, MA 02568, its successors and assigns, ("Kaysky") as the owner of a parcel of land in West Tisbury, Dukes County, Massachusetts, shown as **LOT 1B** on the Lot 1 Plan.

**WHEREAS**, Kaysky as the Lot 1B Owner, desires to have driveway and utility access for Lot 1B, along a portion of Dr. Fisher Road owned by Larkosh as the owner of Lot 1A and Parcel A; and

**WHEREAS**, Kaysky wishes to establish a ten-foot-wide driveway easement running from Dr. Fisher Rd. through Lot 1B to **LOT 2** as that Lot is shown in a plan entitled "Plan of Land in West Tisbury, Mass. Surveyed for Thatcher 1091 Corp. September 29, 2006 Scale: 1 inch = 40 feet, Vineyard Land Surveying and Engineering, Inc., PO Box 421, 12 Cournoyer Road, West Tisbury, MA 02575" recorded with the Dukes County Registry of Deeds as in Plan Book 15, Page 137 ("Lot 2"); and

**WHEREAS**, Larkosh desires to have a non-exclusive easement across the driveway easement running along the western border and across Lot 1B and connecting to Lot 2; and

**WHEREAS**, the Lot Owners desire to enter into a written agreement concerning the location of the aforesaid easements, the rights, allocation of the responsibilities, notice, permitted and prohibited activities and other related matters.

**NOW THEREFORE**, for consideration of the mutual covenants, conditions and promises contained herein and other valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Larkosh for the benefit of Kaysky as appurtenant to Kaysky's ownership of Lot 1B and Kaysky for the benefit Larkosh as appurtenant to Larkosh's ownership of Lot 1A and Parcel A, and as appurtenant to their respective Lots, hereby agree with each other

*This documentation refers to the easement Decision which allowed for use must be seen: page 2 number 2*

*21-12.1*

and grant to each other, for the benefit of the Lots, collectively and individually, for themselves, successors, assigns and the occupants thereon from to time, the following easements and agreements, as follows:

1. GRANT OF ACCESS AND UTILITY EASEMENTS FROM LOT 1A AND PARCEL A TO LOT 1B: Larkosh hereby grants to Kaysky, with quitclaim covenants, a non-exclusive, perpetual right and easement, appurtenant to Lot 1B, to:

(a) access Dr. Fisher Road from Lot 1B, over and across that portion of Lot 1A described as follows: beginning at a point where the center line of Dr. Fisher Rd. reaches the southern corner of Parcel A, and from there along the western border of Lot 1A to the western corner of Lot 1A where it touches the northwest corner of Lot 1B, then twenty feet southeasterly along the shared border between Lot 1A and Lot 1B, then twenty-feet to the center line of Dr. Fisher Rd. leaving exactly twenty feet along the center line of Dr. Fisher Road to the point of beginning, said easement being grossly approximated as a diamond shape pointing north, as shown on Exhibit A attached hereto (the "Access Easement");

(b) pass and repass on Dr. Fisher Road in common with others entitled thereto; and

(c) install, maintain and upgrade any and all utilities servicing Lot 1B, across those specific portions of Parcel A and Lot 1A shown as "Proposed Utility Easement (10' Wide x +/- 281' Long)", and including that area defined as the Access Easement hereinabove, all as set forth on Exhibit A attached hereto (the "Utility Easement").

Such rights and easements shall be utilized for all reasonable purposes, including commercial purposes, in which roads and/or utility easements are used in the Town of West Tisbury, by Kaysky, its guests and invitees, lessees, tenants and other occupants and/or visitors, excepting that no vehicles may be parked in or on the Access Easement. These easements run with the land; however, they are restricted in that the easements may not be conveyed, assigned, extended or granted for the benefit of third parties and other abutting landowners, including, but not limited to the owner of Lot 2, except: (1) with the express written consent of Larkosh; or (2) as appurtenant to Lot 1B, by a sale or transfer of Lot 1B to a new owner, in which case no consent of Larkosh is required; but said restrictions requiring Larkosh's consent on the transfer of the easement rights conferred herein to other parties and landowners shall also run with the land and be binding on the grantees, their heirs, successors and assigns.

2. GRANT OF ACCESS EASEMENT FROM LOT 1B TO LOT 1A, PARCEL A AND LOT 2: Kaysky hereby grants to Larkosh and the Lot 2 Owner, with quitclaim covenants a non-exclusive, perpetual right and easement, appurtenant to Lot 1A, Lot A, and Lot 2 over and across that portion of Lot 1B shown as "10' Easement" on the Exhibit A, attached hereto, and specifically, a ten-foot-wide right of way and utility easement running along the entire western border of Lot 1B. Such right and easement over Lot 1B



shall be utilized for all reasonable purposes in which roads are used in the Town of West Tisbury by Larkosh and the Lot 2 Owner, as owners, their heirs, successors and assigns, including their guests and invitees, excepting that no vehicles may be parked in or on the easement area. These easements run with the land; however, they are restricted in that the easements may not be conveyed, assigned, extended or granted for the benefit of third parties and other abutting landowners except: (1) with the express written consent of Kaysky; or (2) as appurtenant to Lot 1A, Lot A and Lot 2, by a sale or transfer of said Lots to a new owner, in which case no consent of Kaysky is required, but said restrictions, requiring Kaysky's consent on the transfer of the easement rights conferred herein to other parties and landowners shall also run with the land and be binding on the grantees, their heirs, successors and assigns.

3. The Lot 2 Owner may not use the aforesaid easement until such time as the Lot 2 Owner has provided Kaysky with proof of insurance and indemnification reasonably satisfactory to Kaysky.
4. RUNNING OF BENEFITS AND BURDENS: All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, devisees, executors, administrators, successors and assigns of the Parties hereto.
5. INTERPRETATION: This Agreement sets forth the entire Agreement between the parties hereto concerning the subject matter hereof, and may not be canceled, amended, or waived except by written instrument executed by both parties. No waiver by either party of any breach by the other party of, or failure of the other party to comply with, any condition or provision of this Agreement shall be deemed a waiver of any other breach or failure. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. If any dispute arises in connection with this Agreement then any party to this Agreement may seek immediate relief in the forum of its choosing. Should any party initiate legal action to enforce this Agreement then the unsuccessful party or parties (whether the party initiating said action or party defending against said action) in said legal action shall be liable to the successful party or parties for their reasonable legal costs and expenses.
6. SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
7. PARAGRAPH HEADINGS: The paragraph headings contained herein are for convenience of reference only and shall not be used to interpret or construed to amend, alter, enhance, diminish from or otherwise affect the substantive provisions hereof.
8. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed as original and all of which, together, shall constitute one and the same Agreement.

EXECUTED as an instrument under seal this 10<sup>th</sup> day of November, 2017.

LARKOSH REALTY TRUST  
(PARCEL A and LOT 1A OWNER):

By: [Signature]  
Daniel James Larkosh, Trustee

By: [Signature]  
Christopher Edward Larkosh, Trustee

KAYSKY, LLC  
(LOT 1B OWNER):


[Signature]  
James Eddy, Member

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss

On this 14 day of November, 2017, before me, the undersigned notary public, personally appeared Daniel James Larkosh, proved to me through satisfactory evidence of identification which was personally known (source of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Trustee as aforesaid for its stated purpose.

[Signature]  
Notary Public  
My commission expires JULY 1, 2022



State of Rhode Island  
COMMONWEALTH OF MASSACHUSETTS

Providence  
County of ~~Dukes~~ County, ss

On this 10 day of November, 2017, before me, the undersigned notary public, personally appeared Christopher Edward Larkosh, proved to me through satisfactory evidence of identification which was MA Drivers License, (source of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Trustee as aforesaid for its stated purpose.

Douglas P Frongillo  
Notary Public  
My commission expires: 2/10/2019

Douglas P. Frongillo  
Notary Public, Rhode Island  
My Commission Expires February 10 2019  
Notary I.D. 44636

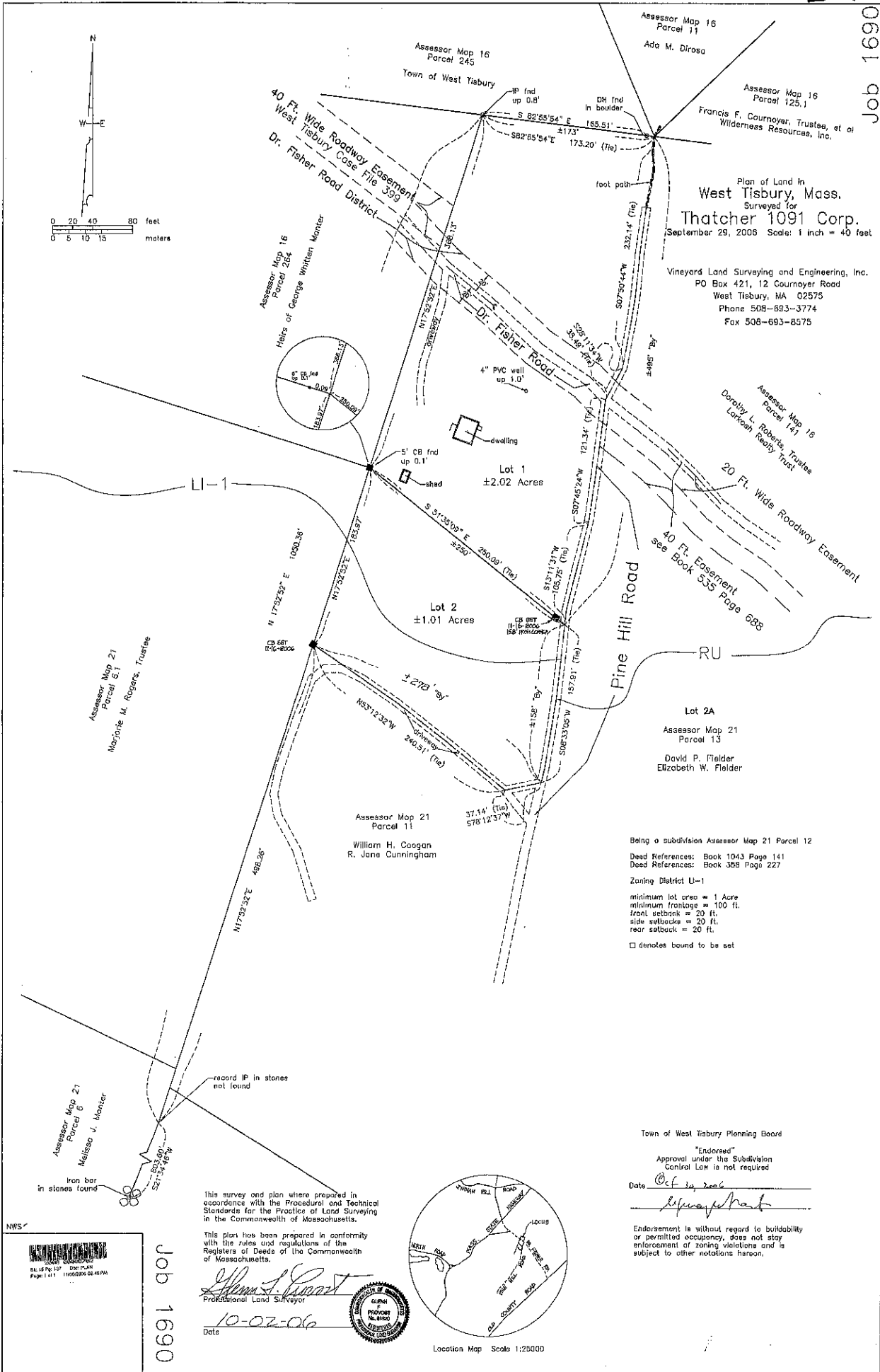
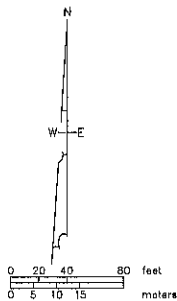
COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss

On this 14 day of November, 2017, before me, the undersigned notary public, personally appeared James Eddy, proved to me through satisfactory evidence of identification which was Massachusetts D.L., (source of identification) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Member of Kaysky, LLC s aforesaid for its stated purpose.

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

  
MY COMMISSION EXPIRES  
JULY 1, 2022



Plan of Land in  
West Tisbury, Mass.  
Surveyed for  
**Thatcher 1091 Corp.**  
September 29, 2006 Scale: 1 inch = 40 feet

Vineyard Land Surveying and Engineering, Inc.  
PO Box 421, 12 Cournoyer Road  
West Tisbury, MA 02575  
Phone 508-693-3774  
Fax 508-693-8575

Being a subdivision Assessor Map 21 Parcel 12  
Deed References: Book 1043 Page 141  
Deed References: Book 388 Page 227  
Zoning District LI-1  
minimum lot area = 1 Acre  
minimum frontage = 100 ft.  
front setback = 20 ft.  
side setbacks = 20 ft.  
rear setback = 20 ft.  
 denotes bound to be set

Town of West Tisbury Planning Board  
"Endorsed"  
Approval under the Subdivision  
Control Law is not required  
Date Oct 30, 2006  
*[Signature]*

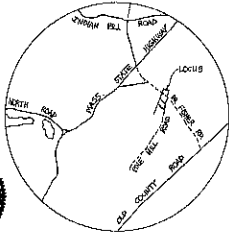
Endorsement is without regard to buildability  
or permitted occupancy, does not stay  
enforcement of zoning violations and is  
subject to other notations hereon.

This survey and plan were prepared in  
accordance with the Procedural and Technical  
Standards for the Practice of Land Surveying  
in the Commonwealth of Massachusetts.

This plan has been prepared in conformity  
with the rules and regulations of the  
Registers of Deeds of the Commonwealth  
of Massachusetts.

*[Signature]*  
Professional Land Surveyor

Date 10-02-06



Location Map Scale 1:25000

NWS

BL 18 Pg. 137 Doc PLAN  
Page 1 of 1 11/02/06 08:45 PM

Job 1690



QUITCLAIM DEED

The FULTON K & E LLC, a New York Limited Liability Company duly organized of c/o QJL, Inc. 500 Greenwich Street, New York, New York 10013

for consideration paid, and in full consideration of \$350,000.00

GRANT TO: BIZZARRO WASTE DISPOSAL, INCORPORATED, a Massachusetts Corporation duly organized and having a mailing address of PO Box 2522 Edgartown, MA 02539

WITH QUITCLAIM COVENANTS

The land situated off of Pine Hill Road, West Tisbury, MA 02575, County of Dukes County and Commonwealth of Massachusetts, bounded and described as follows:

Being Lot No. 2 as shown on a certain plan of land entitled "PLAN OF LAND IN WEST TISBURY MASS, surveyed for Thatcher 1091 Corp. September 29, 2006, scale: 1" = 40', Vineyard Land Surveying and Engineering Inc., P.O. Box 421, 12 Cournoyer Road, West Tisbury, MA 02575" duly recorded with the Dukes County Registry of Deeds in West Tisbury Case File No. , to which plan reference is hereby made for a more particular description.

The Grantor reserves the right to a perpetual easement over the northerly half of the granted premises as appurtenant to adjoining land of this Grantor, being Lot 1 as it appears on the above referenced plan, for the purposes of installing a subsurface wastewater disposal system and for all of the wastewater flow that would be allowed on Lot 2 in accordance with all rules and regulations of the West Tisbury Board of Health and all of 310-CMR-15.00, Title V of the State Environmental Code.

This conveyance does not represent the sale of all or substantially all of the assets of the Grantor

Being a portion of the same premiss conveyed to this Grantor by deed dated April 26, 2006 recorded at the Dukes County Registry of Deeds in Book 1080, Page 609.

WITNESS our hands and seals this \_\_\_\_\_ day of November 2006.

\_\_\_\_\_  
Witness

Fulton K & E, LLC, Seller  
By: 105 Acquisition LLC,  
its sole Member

By: \_\_\_\_\_  
Peter Williams,  
Managing Member

STATE OF NEW YORK

County, SS  
N.Y.

November 30, 2006

On this 30th Day of November 2006, before me, the undersigned Notary Public, in and for the State of New York, personally appeared PETER WILLIAMS, Managing Member in his aforesaid capacity personally known to me and/or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his individual signature of the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

JAMES J. GILLIS, JR.  
BEACH ROAD  
P. O. BOX 686  
VINEYARD HAVEN, MA  
02568  
TEL. (508) 893-2562  
FAX (508) 893-1199  
E-MAIL: jgj@gis.net

MARTHA'S VINEYARD LAND BANK FEE  
 PAID \$ 3.00  
 EXEMPT \$ \_\_\_\_\_  
4202 12-4-06  
NO. DATE CERTIFICATION

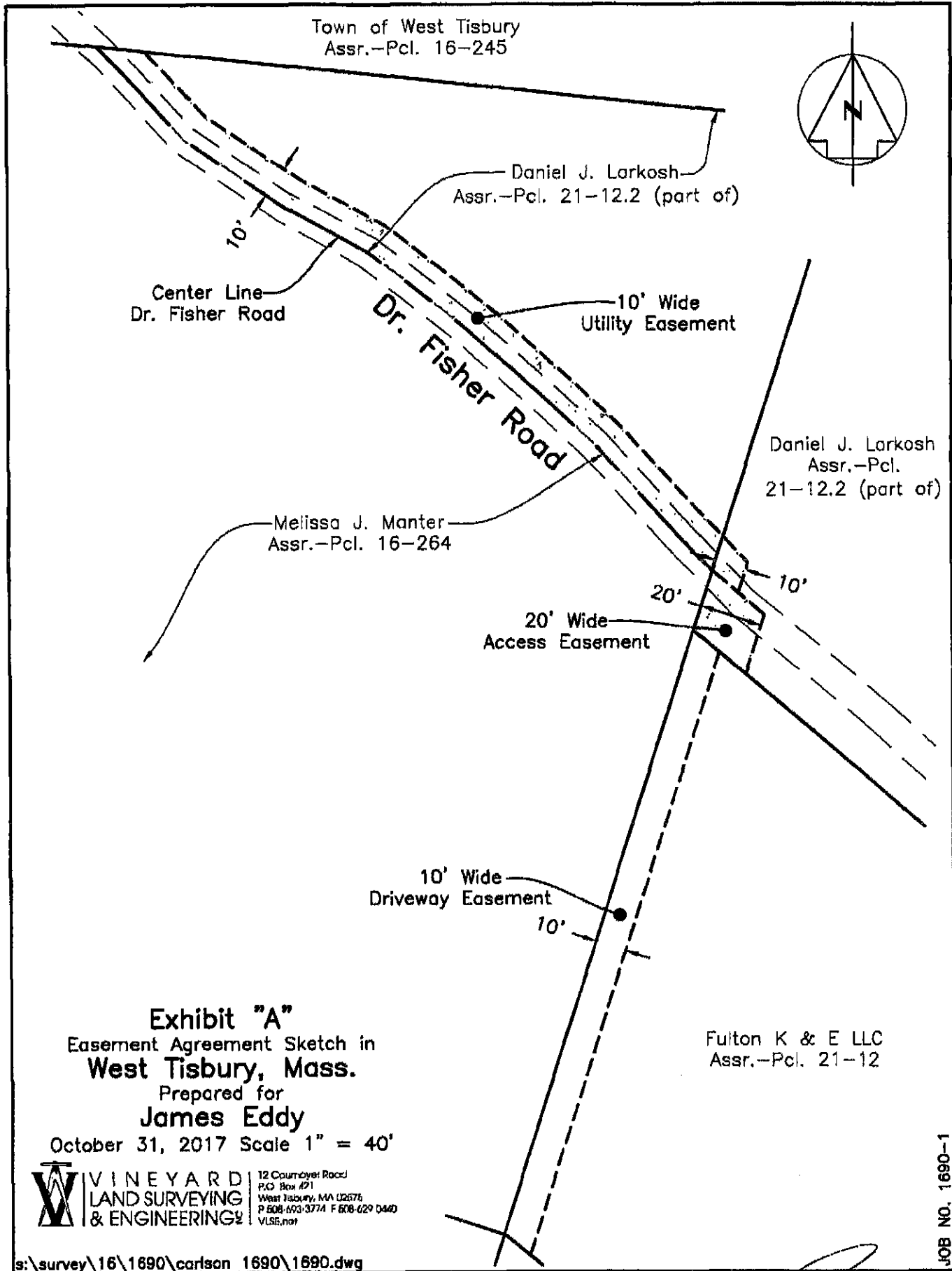
Notary Public  
My Commission expires: \_\_\_\_\_

Attest:   
Dianne P. Powers Register

MARY ALVAREZ  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AL6079985  
QUALIFIED IN KINGS COUNTY  
COMMISSION EXPIRES SEPTEMBER 3, 20 10

MASSACHUSETTS EXCISE TAX  
Dukes County ROD #8 001  
Date: 12/04/2006 12:50 PM  
Ctr# 085949 04291 Doc# 00008836  
Fee: \$1,596.00 Cons: \$350,000.00

A portion of 90 Dr. Fisher Road, West Tisbury, MA 02575



**Exhibit "A"**  
 Easement Agreement Sketch in  
**West Tisbury, Mass.**  
 Prepared for  
**James Eddy**  
 October 31, 2017 Scale 1" = 40'

**W VINEYARD** | 12 Courtyard Road  
**LAND SURVEYING** | P.O. Box 421  
**& ENGINEERING** | West Tisbury, MA 02576  
 P 508-693-3774 F 508-629-0440  
 VLSE.net

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ATTEST: Paulo C. DeOliveira, Register  
 Dukes County Registry of Deeds

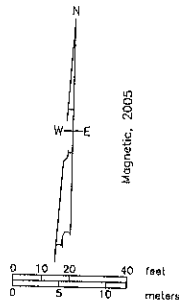
*[Handwritten signature]*

JOB NO. 1690-1



Plan of Land in  
West Tisbury, Mass.  
Surveyed for  
Fulton K & E LLC  
June 12, 2006 Scale: 1 inch = 20 feet

Vineyard Land Surveying and Engineering, Inc.  
PO Box 421, 12 Cournoyer Road  
West Tisbury, MA 02575  
Phone 508-693-3774  
Fax 508-693-8575



Assessor Map 18  
Parcel 245  
Town of West Tisbury

Assessor Map 18  
Parcel 11

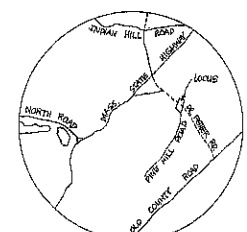
N/E Estate of  
Ada M. Dirasa

Assessor Map 16  
Parcel 125.1  
Francis F. Cournoyer, Trustee, et al  
Wilderness Resources, Inc.

40 Ft. Wide Roadway Easement  
West Tisbury Case File 399  
Dr. Fisher Road District

Lot 1A  
±1.01 Acres

Being a subdivision of part of  
Assessor Map 21 Parcel 12  
Deed References: Book 1085 Page 609  
Deed References: Book 388 Page 227  
Zoning District LI-1  
minimum lot area = 1 Acre  
minimum frontage = 100 ft.  
front setback = 20 ft.  
side setbacks = 20 ft.  
rear setback = 20 ft.  
(100 ft. for side abutting RU District)  
a denotes bound to be sat



Location Map Scale 1:25000

Assessor Map 16  
Parcel 284  
Melissa J. Manter

Assessor Map 16  
Parcel 141  
Dorothy L. Roberts, Trustee  
Lorhaan Realty Trust

Lot 1B  
±1.01 Acres

RU

Assessor Map 21  
Parcel 6.1  
Maryjane M. Rogers, Trustee

Assessor Map 21 Parcel 13  
David P. Fielder  
Elizabeth W. Fielder

Town of West Tisbury Planning Board

"Endorsed"  
Approval under the Subdivision  
Control Law is not required

Date June 18, 07

Endorsement is without regard to buildability  
or permitted occupancy, does not stay  
enforcement of zoning violations and is  
subject to other notations herein.

This survey and plan were prepared in  
accordance with the Procedural and Technical  
Standards for the Practice of Land Surveying  
in the Commonwealth of Massachusetts.

This plan has been prepared in conformity  
with the rules and regulations of the  
Registrars of Deeds of the Commonwealth  
of Massachusetts.

*Alan Spurr*  
Professional Land Surveyor



CB set 11-16-2006  
15.78' from corner

Date 06-15-07

Job 1690



PL 14 Page 1 One PLAN  
Plan 1 of 1 00000000 11.01.06

Plan of Land in  
 West Tisbury, Mass.  
 Surveyed for  
 Melissa J. Monter  
 April 17, 2014 Scale 1" = 40'

**VINEYARD LAND SURVEYING  
 & ENGINEERING, INC.**  
 12 Cottage Road, P.O. Box 421 West Tisbury, MA 02575  
 F: 508/675-2774 F: 508/675-8205

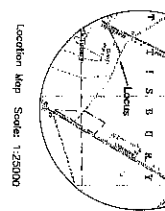
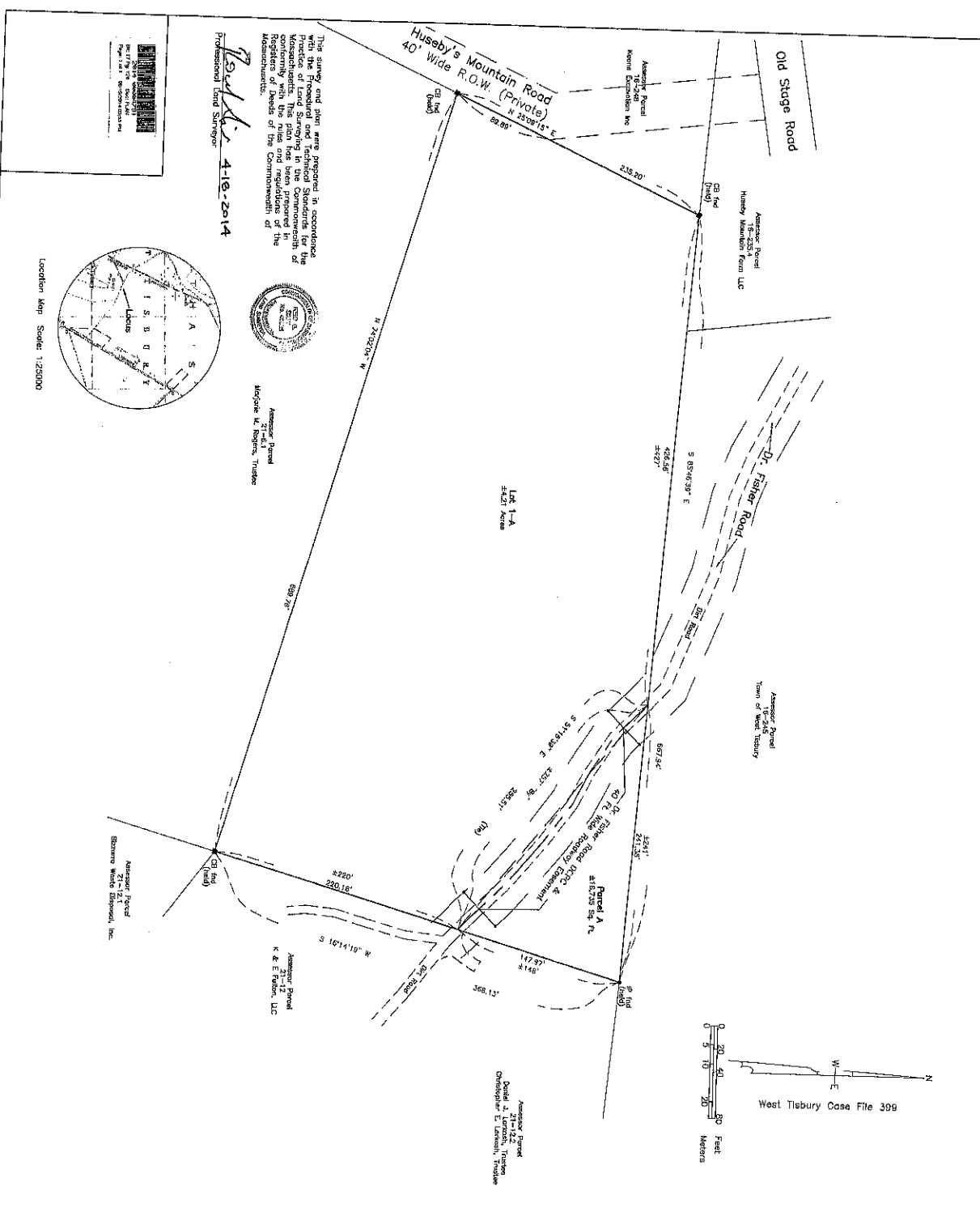
Being a Division of Lot 1 on West Tisbury Case File 399  
 Being Assessor Parcel 16-264 (4 Huseby's Mountain Road)  
 Deed Reference: Book 1031 Page 737

Zoning District = Light Industrial  
 minimum frontage = 100 ft  
 front setback = 20 ft  
 side setback = 20 ft  
 rear setback = 20 ft  
 100 ft where adjacent to RU  
 Parcel A by itself is not a buildable  
 lot and is to be conveyed to the  
 owner of Assessor Parcel 21-122

Town of  
 West Tisbury  
 Planning Board  
 Endorsed  
 Approval under the Subdivision  
 Control Law Not Required  
 Date: May 12, 2014

*[Handwritten signatures and dates]*

Endorsement is without regard to  
 buildability or permitted occupancy, does  
 not constitute an endorsement, does  
 not constitute an endorsement of zoning violations,  
 and is subject to other random reviews



This survey and plan were prepared in accordance  
 with the provisions of the General Statutes for the  
 Practice of Land Surveying in the Commonwealth of  
 Massachusetts. This plan has been prepared in  
 accordance with the rules and regulations of the  
 Register of Deeds of the Commonwealth of  
 Massachusetts.

*[Signature]*  
 Professional Land Surveyor

4-16-2014