



TOWN OF WEST TISBURY  
CONSERVATION COMMISSION  
P.O. BOX 278  
WEST TISBURY, MA 02575  
PH 508-696-6404 FAX 508-696-0103  
[concomm@westtisbury-ma.gov](mailto:concomm@westtisbury-ma.gov)

To: Board of Selectmen  
Byways Committee  
Chief Dan Rossi  
Bill Veno

From: The Conservation Commission

Re: Path through Brandy Brow

Date: May 27, 2011

On May 24<sup>th</sup>, members of the Byways Committee met informally with the Conservation Commission to discuss the feasibility of putting a path through Brandy Brow. The purpose of this memorandum is to recap that discussion and lay out what the next steps might be.

The Con Comm. is in favor of the concept of a path through Brandy Brow subject to the approval of the heirs of Bob Woods, as required in his deed to the Town. The family has been contacted by letter dated May 16, 2011. We will wait for a response.

Pending a response from the Woods family, the following issues will have to be worked out.

- Permission from the State Highway Department/ West Tisbury Police to locate a crosswalk at the west end of the path by the Mill Pond crossing over to Brandy Brow.
- Negotiation and execution of an easement agreement between the Town and the Wells Family for access from the shared property line to State Road across from Alley's General Store. The ending location of such an easement will need the approval of the Police Department. This is a matter for the Board of Selectmen and the Byways Committee. Safety concerns are the bus stop and people crossing the road in front of the buses without using the cross walk.
- An alternative route to be investigated would follow the Maley driveway, past the Waldron property to the back of the library. This would require a set of wooden or earthen stairs at the back of the library property but it would provide a safer exist to State Road at the crosswalk to Alley's than at the edge of the Wells property. An interpretation of the legal description in the deed of Brandy Brow to the Town would determine if the Town as a right of way over the first 163 feet of the Malay driveway and if there is the possibility on other easements or rights of way that would take a path to the library property.



West Tisbury Board of Selectmen  
Town Hall  
West Tisbury, MA 02575

Re: Path Over Brandy Brow

Dear Members,

At the request of Rez Williams, the Conservation Commission has obtained permission from the Woods family to clear a new path to the top of Brandy Brow for the purpose of providing access to the center of Town. Before the Commission makes arrangements for the path to be cleared we would like to know whether the Board of Selectmen are pursuing a cross walk on the Edgartown West Tisbury Road from the end of the path along the Mill Pond to just past the "Maleys" driveway at the boundary of the Brandy Brow property and an easement from the Brandy Brow property boundary at the Wells/Waldron properties.

Note: This document was created on 10/25/2013 but is undated.

*Deed to Brandy Brow*

**BK395P0837**

DEED

EDWIN NEWHALL WOODS, of Santa Maria, California, in consideration of one dollar and other valuable consideration, hereby grants to the TOWN OF WEST TISBURY, a municipal corporation within the County of Dukes, Commonwealth of Massachusetts, with quitclaim covenants, the land in said town known as the "Brandy Brow" lot, more particulary described as follows:

Beginning at the Southwesterly corner of the property, it being the Norwesterly corner of the property of Thomas B. & Eleanor S. Waldron, at a Massachusetts State Highway Bound on the Easterly sideline of the State Highway at STA 368 + 95.75;

Thence, North 39° 24' 24" East Sixty-Nine and 12/100 (69.12) feet by the sideline of the State Highway to a Massachusetts Highway Bound;

Thence, by the sideline of the State Highway, on a curve with a radius of 200.00 feet, Two Hundred Thirty-Five and 12/100 (235.12) feet to a Massachusetts Highway Bound;

Thence, by the sideline of the State Highway South 73° 14' 12" East Two Hundred and 11/100 (200.11) feet to a Massachusetts Highway Bound;

Thence, continuing Easterly by the State Highway Twenty-Four (24) feet to the centerline of a dirt road;

Thence, Southerly by the centerline of said road One Hundred Sixty-Three and 00/100 (163) feet to a point;

Thence, North 76° 59' 06" West by land of said Waldron, Ten (10) feet to a concrete bound;

Thence, continuing by land of Waldron on the same course Four Hundred Seventy-Two and 80/100 (472.80) feet to the Massachusetts State Highway Bound at the point of beginning.

Containing 1.56 Acres more or less.

Said land is shown as Lot #1 on a plan prepared by Schofield Brothers, Inc., dated December 9, 1980, and recorded with Dukes County Registry of Deeds in Book 387, Page 528.

This land is given to the Town of West Tisbury to be held and maintained in perpetuity as a park in memory of the grantor's mother, Frances Newhall Woods, for the enjoyment of the people of the Town and the preservation of the natural beauty which is the heritage of West Tisbury.

The conveyance of said land is subject to the following restrictions and conditions:

1. that no buildings be constructed on said land;

BK3957688

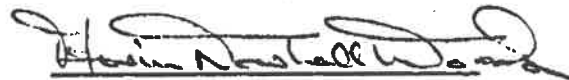
- 2 -

The foregoing restrictions and conditions shall not prohibit the use of said land for activities which are consistent with park purposes and which do not adversely affect the beauty of said land or the plant and animal life existing thereon.

None of the foregoing conditions shall be deemed violated unless and until a violation has occurred, the grantor or his issue has given written notice of the violation to the grantee, and grantee shall not have cured such notice. In the event of such a violation of the foregoing conditions, the grantor or his issue shall have the right to enter and terminate the estate granted hereby. Notice hereunder shall be sufficient if mailed to the grantee addressed as follows: Town of West Tisbury, Town Hall, West Tisbury, MA 02575, Attn: Board of Selectmen.

The conveyance herein is in fee simple subject to the conditions listed above, with the reservation to the grantor and his issue of a right of entry for condition broken, as hereinabove specified.

Witness my hand and seal this twenty-ninth day of October, 1982.

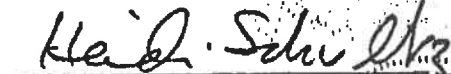


The Commonwealth of Massachusetts

County of Dukes, ss.

October 29, 1982

Then personally appeared the above named Edwin Newhall Woods and acknowledged the foregoing instrument to be his free act and deed, before me

  
Notary Public

My commission expires

Heidi Schultz

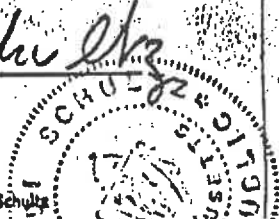
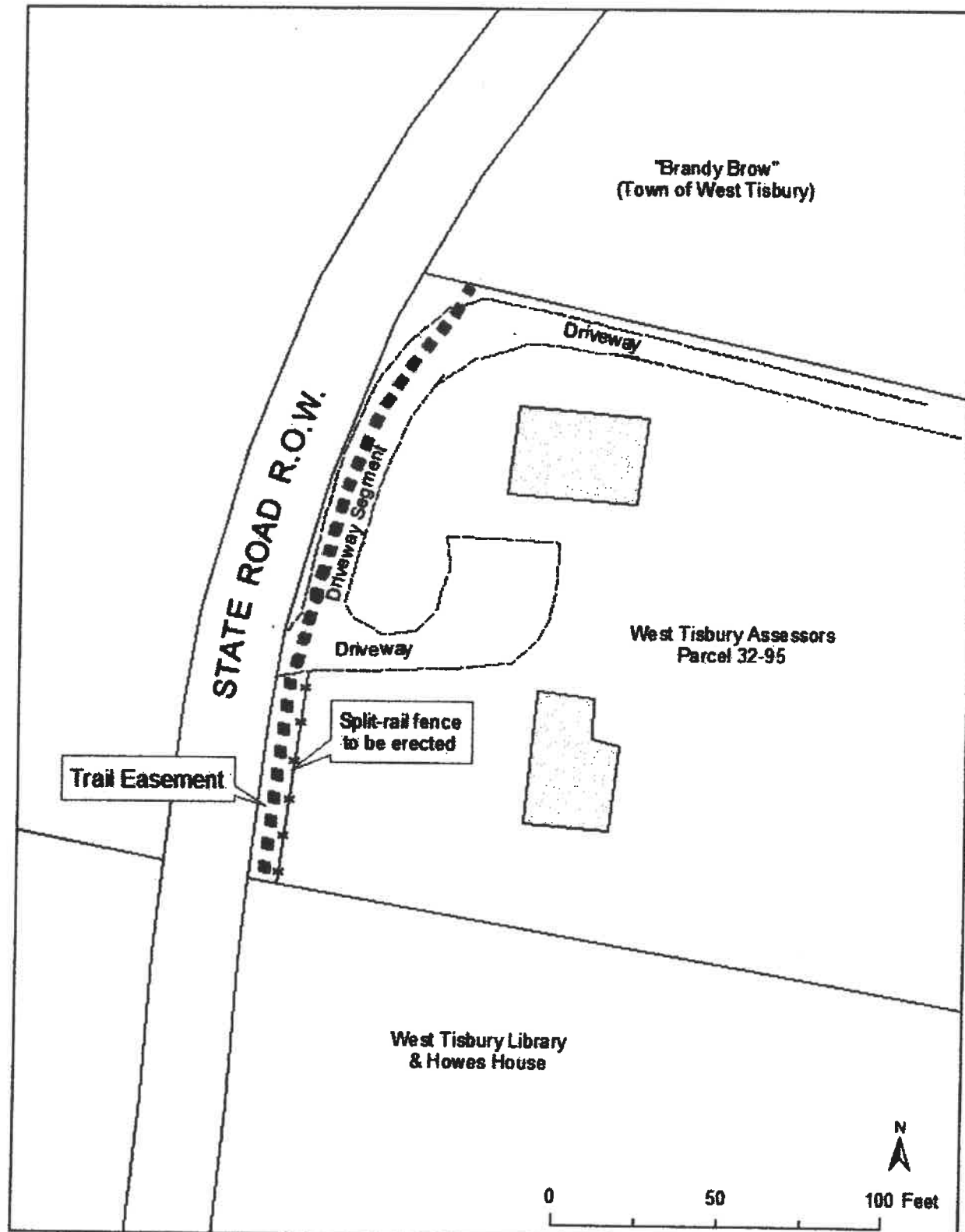


Exhibit "A"



ib\_bvm vc, 2015-03-02;  
Y:Bill\_Town p/Maps/Trails/WT/Howes\_exhibit\_exhibit

Attest:

*Dianne E. Powers* Register



2016 00000830

Bk: 1398 Pg: 121 Doc: EASE  
Page: 1 of 5 02/10/2016 02:12 PM

### TRAIL EASEMENT

AGREEMENT made this 25th day of Jan, 2016, by and between Donald Roderick Welles III and Alison Bryan Hammond, Trustees of The 1034 State Road Nominee Trust, u/d/t dated September 7, 2006 and recorded in Duker County Registry of Deeds in Book 1094, Page 947, with an address of P.O. Box 536, Vineyard Haven, MA 02568 (hereinafter, together with their successors and assigns collectively, "Grantor") and the Martha's Vineyard Land Bank Commission, a public body corporate having a principal place of business at 167 Main Street, Edgartown, Massachusetts 02539 (the "Grantee").

WHEREAS, the Grantee wishes to create a trail on a portion of a certain parcel of land owned by the Grantor located at 1034 State Road in West Tisbury, Massachusetts as described in deed to Grantor recorded in the Duker County Registry of Deeds in Book 1094, Page 951 (the "Premises");

WHEREAS, the Premises are subject to an existing, non-exclusive easement, more particularly described in deed dated May 15, 1998 and recorded in said registry in Book 729, Page 853 (the "Easement");

WHEREAS, the Grantee agrees to manage said trail, subject to and mindful of the rights of the existing Easement holder or holders; and

WHEREAS, the parties have agreed to the benefit of such a trail, on its approximate location (see Exhibit "A", attached hereto), and on the manner in which the trail shall be administered;

NOW, THEREFORE, in consideration of payment of Six Hundred Fifty Dollars (\$650) by the Grantee to the Grantor and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- (1.) The Grantor hereby grants to the Grantee for the benefit of the Grantee, with quit claim covenants, a perpetual right and easement over, under and across a ten (10) foot wide strip of land across the Premises, to be located in the approximate area denoted on Exhibit "A" by a dotted line and identified as "Trail Easement".

Such right and easement shall be utilized for the sole and exclusive purpose of providing pedestrian, equestrian and non-motorized bicycle access to the Grantee, its agents,

MASSACHUSETTS EXCISE TAX  
Dukes County ROD #8 001  
Date: 02/10/2016 02:12 PM  
Ctrl# 041340 14460 Doc# 00000830  
Fee: \$4.56 Cons: \$650.00

representatives, guests and invitees, over, under and across a trail (the "Trail") to be established in the Trail Easement to be used for the purpose of passive recreation, nature study and scenic enjoyment. The Trail shall be created, maintained and controlled by or on behalf of the Grantee, its agents or representatives in accordance with the provisions set forth herein.

- (2.) The Grantee shall take no actions which would result in prohibition of, or interfere with, the rights described in the Easement within that portion of the Trail Easement that coincides with the Easement area (indicated on Exhibit "A" as "Driveway Segment").
- (3.) The Trail as constructed shall be no greater than four (4) feet in width (unless otherwise authorized in writing by the Grantor).
- (4.) The Grantor authorizes the Grantee to remove such trees, brush and obstructions from the Trail Easement as may be reasonably required for the construction of the Trail and to mark the Trail with markers in order to guide users along its course.

The Grantee shall also have the right to seek such permits, in the name of the Grantor, as may be required for the construction and maintenance of the Trail.

- (5.) Once the Trail is created, the Grantee shall have the right, within the Trail Easement, 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.

Notwithstanding the above, the Grantee may use such power equipment and/or motorized vehicles as may be reasonably necessary for the construction and maintenance of the Trail.

- (6.) The Grantee shall have the right at any time and from time to time, with the prior written consent of the Grantor, to relocate the Trail within the Trail Easement.
- (7.) The parties agree that no improvements other than the Trail and the pre-existing driveway and underground utility lines shall be made or permitted in the Trail Easement.
- (8.) All expenses associated with or arising out of the construction of the Trail, or its maintenance or improvement, shall be borne solely by or on behalf of the Grantee. The Grantor shall have no responsibility or obligation to maintain or repair the Trail.
- (9.) The easement hereby conveyed does not grant to the Grantee or to the public or to any private person any rights in, under or across any portion of the Premises other than the Trail Easement. The Grantee agrees to erect a split-rail fence along the east edge of the southern segment of the Trail Easement, as indicated on Exhibit "A". The Grantee also agrees to plant vegetation or take whatever measures it deems reasonably necessary or appropriate to protect the Grantor's privacy, subject to the prior written consent of the Grantor.
- (10.) The Grantee agrees to defend, indemnify and save the Grantor harmless from any and all liability, loss, injury, claim or damage to or of any persons or property while on the Premises, unless caused by the fault or negligence of the Grantor.
- (11.) The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the Trail.




EXECUTED as a sealed instrument in the day and date first above written.

GRANTOR:


GRANTEE:

The 1034 State Road Nominee Trust

Martha's Vineyard Land Bank Commission

  
Donald Roderick Welles III, Trustee

  
Pamela Goff, Jr., Chairman

  
Alison Bryan Hammond, Trustee

COMMONWEALTH OF MASSACHUSETTS

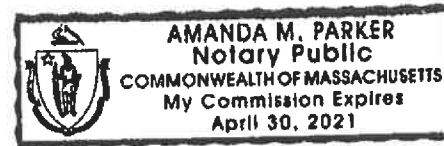
Dukes County

On this 19<sup>th</sup> day of January, 2016, before me, the undersigned Notary Public, personally appeared Donald Roderick Welles III, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was Mass Drivers License, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of The 1034 State Road Nominee Trust.

  
Signature of Notary Public

Amanda Parker  
Printed Name of Notary

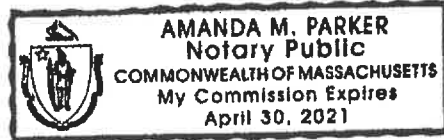
My commission expires: April 30<sup>th</sup> 2021



COMMONWEALTH OF MASSACHUSETTS

Dukes County

On this 19<sup>th</sup> day of January, 2016, before me, the undersigned Notary Public, personally appeared Alison Bryan Hammond, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of The 1034 State Road Nominee Trust.

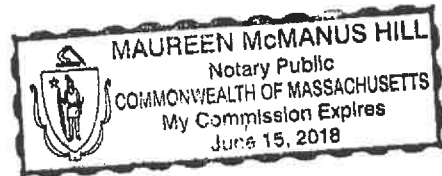


[Signature]  
Signature of Notary Public  
Amanda Parker  
Printed Name of Notary  
My commission expires: April 30<sup>th</sup> 2021

COMMONWEALTH OF MASSACHUSETTS

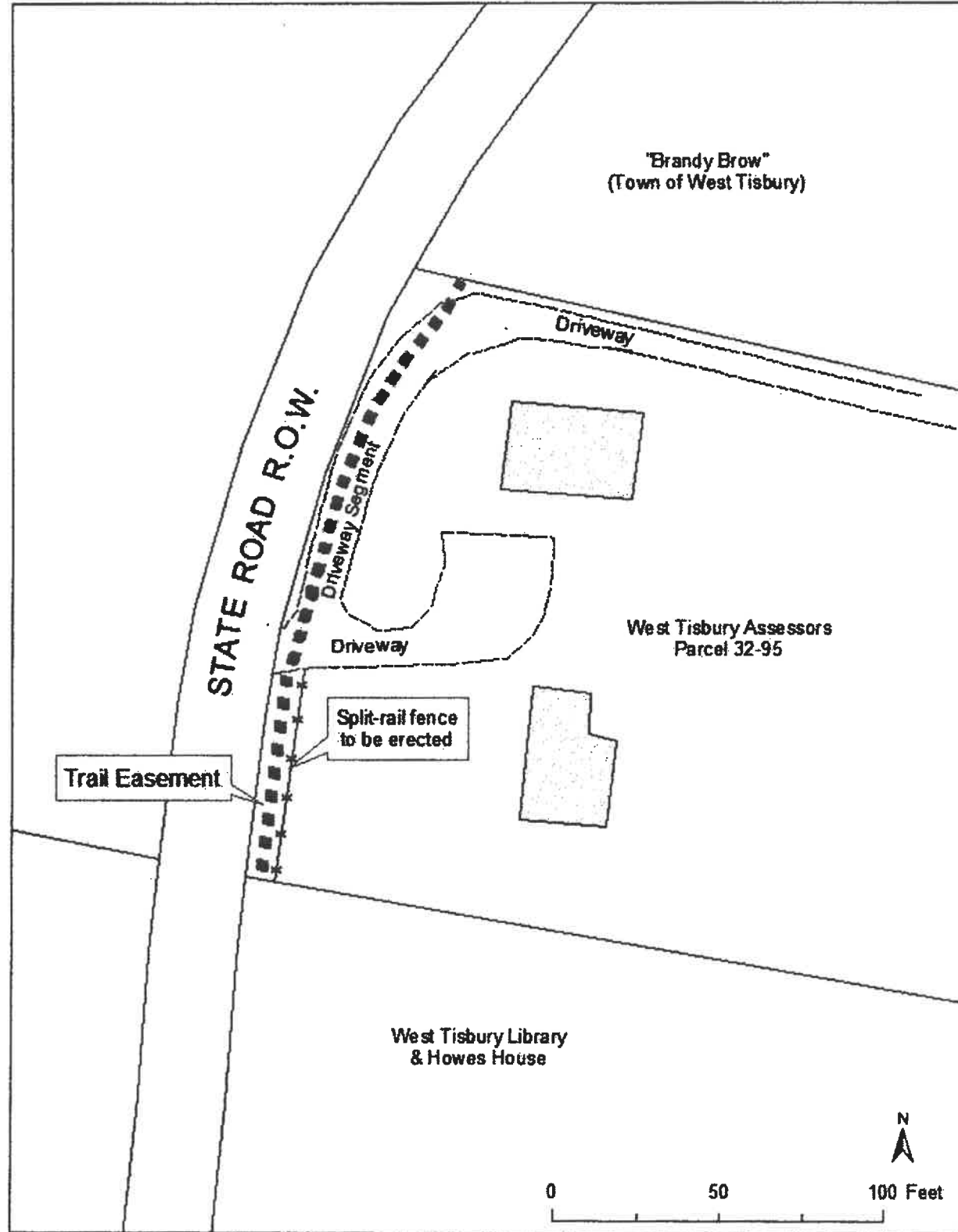
County of Dukes County

On this 25<sup>th</sup> day of January, 2016, before me, the undersigned Notary Public, personally appeared Pamela Goff, Chairman as aforesaid, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Martha's Vineyard Land Bank Commission.



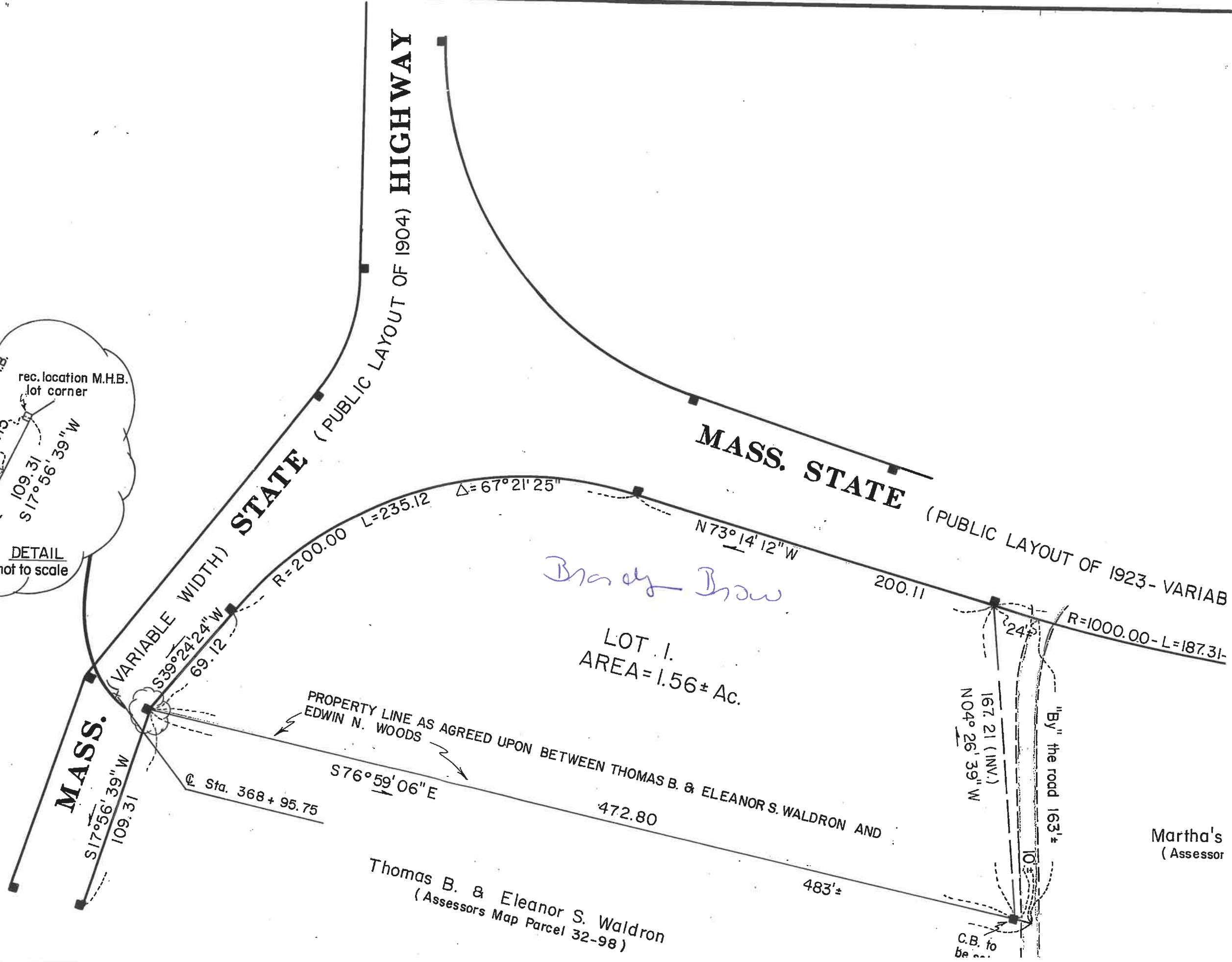
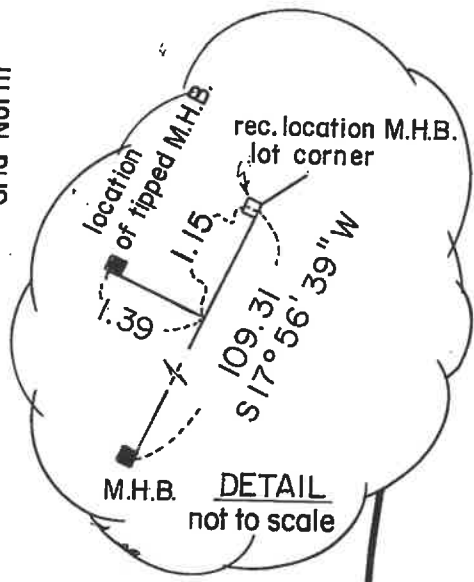
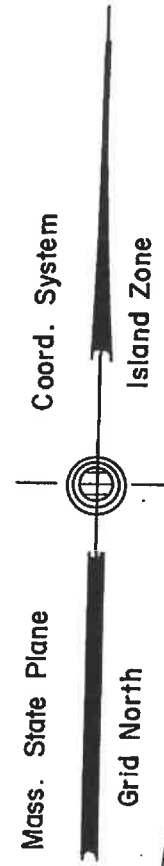
[Signature]  
Signature of Notary Public  
Maureen McManus Hill  
Printed Name of Notary  
My commission expires: June 15, 2018

Exhibit "A"



lb\_bvm vc, 2015-03-02;  
Y:Bill\_Temp/Maps/Trails/WT/Welles\_msn\_t\_exhibit

Attest:  
*Dianne E. Powers* Register



Martha's  
(Assessor)