

Community Preservation Committee-minutes of meeting on May 7, 2014

Present: Glenn Hearn, Sean Conley, Scott Stearns, Peter Rodegast, Gary Montrowl and Pam Thors Admin. Asst.

Absent: Lesley Eaton, Dale Julier, Cheryl Lowe and Bea Phear

A quorum being present, Scott opened the meeting at 4:30pm.

Old Business:

Historic Preservation Restriction-MV Garden Club-Old Mill Renovation

The Committee reviewed the Restriction as amended and approved, by Attorney. M. Goldsmith. (see attached),

A motion was made to approve the Historic Preservation Restriction as written. The vote on the motion was unanimous in favor.

The meeting adjourned at 4:35pm.

Respectfully submitted,

Pam Thors, Administrative Assistant

***Chairman, Scott Stearns and Pam went up to join Mary Ann Doleszar and Charlie Lopresti in the Selectmen's Meeting to sign and notarize the document.

Attachment #1

HISTORIC PRESERVATION RESTRICTION

THIS HISTORIC PRESERVATION RESTRICTION is made this ____ day of _____, 2014, by and between The Martha's Vineyard Garden Club ("Grantor") and the Town of West Tisbury (hereinafter "Grantee").

WHEREAS, Grantor is owner of The Old Mill located across from the Mill Pond on the West Tisbury Road in West Tisbury, a historically important structure which is located in the Historic District of West Tisbury and listed in the Massachusetts State Register of Historic Places;

WHEREAS, Grantor seeks to preserve the structure of The Old Mill and is requesting the allocation of Community Preservation funds from Grantee to replace the roof, some siding and the rear side door, thus preserving the integrity of the structure;

WHEREAS, Grantor and Grantee recognize the architectural, historic and cultural values and significance of The Old Mill, and agree that its preservation will contribute to the preservation and maintenance of the scale and character of this historic part of West Tisbury for the enjoyment of the general public;

WHEREAS, the Grantee, through its Community Preservation Committee, recommended to the Town Meeting a to appropriate Community Preservation Act funds for the restoration and rehabilitation of the Old Mill as a historic resource, and, whereas, the Town Meeting on April 8, 2014, voted to appropriate funds for that purpose;

WHEREAS, the grant of a preservation restriction by the Grantor to Grantee on The Old Mill will assist in preserving and maintaining The Old Mill and its architectural, historic and cultural features for the benefit of the people of West Tisbury; and will satisfy the requirements of the Community Preservation Act and;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation restriction in perpetuity over the exterior of the Old Mill;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor does hereby voluntarily grant and convey unto the Grantee this preservation restriction in perpetuity over the exterior of the Old Mill.

1. **Purpose.** It is the purpose of this restriction to assure that the exterior architectural, historic, and cultural features of the Old Mill will be retained and maintained forever substantially in their current condition for conservation and preservation purposes and that, during the period of this Restriction, the Grantor will undertake any renovation or restoration of the Old Mill in keeping with the standard and any applicable federal or state standards regarding historic preservation, including, whenever necessary, the policies and procedures of the West Tisbury Historic District Commission and in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (36 C.F.R. 67 and 68), as these may be

amended from time to time(hereinafter “The Historic District Commission Guidelines and the Secretary’s Standards”).

2. Casualty Damage or Destruction. In the event that the exterior of the Old Mill or any part thereof shall suffer major damage or destruction by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction or such reasonable time thereafter, depending upon the circumstances of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Old Mill and to protect public safety, shall be undertaken by Grantor without Grantee’s prior written approval. Within one hundred and eighty (180) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Old Mill and/or reconstruction of damaged or destroyed portions of The Old Mill; and
- (c) a report of such restoration/reconstruction work necessary to return The Old Mill to the condition existing as of the date hereof.

3. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 2 and assessing the availability of insurance proceeds under paragraph 4, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of The Old Mill in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds under paragraph 4, Grantor and Grantee agree that restoration/reconstruction of The Old Mill is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze The Old Mill, and/or construct new improvements on the property. Grantor and Grantee may then agree to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and paragraph 6 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds under paragraph 4, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration or reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts’s arbitration statute then in effect.

4. Insurance. Grantor shall keep The Old Mill insured by an insurance company rated “A1” or better by Best’s for the full replacement value against loss from perils

commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged structure without cost or expense to Grantor or contribution or coinsurance from Grantor.

5. Runs with the Land. The obligations imposed by this Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with The Old Mill property. This restriction shall extend to and be binding upon the Grantor's successors in interest, including but not limited to The Old Mill.

The restrictions, stipulations, and covenants contained in this Restriction shall be inserted by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the property or any part hereof. The Grantor shall record a copy of this Restriction with the Dukes County Registry of Deeds.

6. Extinguishment. Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of The Old Mill in a manner consistent with the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such circumstances may include, but are not limited to, partial or total destruction of the structure resulting from casualty.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands this ____ day of _____, 2014.

GRANTOR: The Martha's Vineyard Garden Club

BY: _____, President
Mary Ann Dolezsar

GRANTEE: Town of West Tisbury

BY: _____, Chairman of the Board of Selectman
J. Skipper Manter

Executed as of the date set forth above:

Scott Stearns

Chair, West Tisbury CPC
Duly Authorized

Date: _____

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County : ss

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared J. Skipper Manter, 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.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County : ss

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared MaryAnn Doleszar, 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.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County : ss

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared Scott Stearns, 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.

Notary Public

My Commission Expires: _____

