

**EXHIBIT “A”
DEED RIDER
YOUTH LOT AGREEMENT**

Attached as a Deed Rider to and made a part of that certain deed from DAVID A. DAMROTH (“Grantor”) to ZACHARY R. COUTINHO (“Grantee”), dated July ____, 2018.

This Youth Lot Agreement is made this ____ day of July, 2018 by and between the Grantee and the Town of Chilmark, a municipal corporation, acting by and through its Board of Selectmen (the “Town”) (the “Agreement”).

WHEREAS, for the purpose of helping young people who have grown up in Chilmark and lived in Chilmark for a substantial portion of their lives and who, because of the rising land prices, have been unable to obtain suitable land for their permanent homes at a reasonable price and who desire to continue to live in Chilmark, the Town of Chilmark has adopted Section 6.4 of the Chilmark Zoning By-laws, which authorizes the Chilmark Zoning Board of Appeals to grant a special permit to build a one-family dwelling for owner occupancy upon a lot having an area less than the minimum lot size prescribed by the Zoning By-laws for the district in which such lot is located, if the Board finds that the placing of a one-family dwelling on such lot will not have a material, detrimental effect upon, or be inconsistent with, the established and future character of the neighborhood and the Town, and the applicant for the special permit covenants, in a form satisfactory to the Board, not to sell or otherwise transfer ownership or lease, except for summer occupancy, such lot for a period of ten years, except for cases of hardship as approved by the Board of Appeals, provided however that not more than one such permit shall be issued for a lot to held in common ownership with other lots containing a total acreage of less than 36 acres on the effective date of said Section 6.4, and not more than two such permits shall be issued for lots held in common ownership with other lots containing more than 36 acres on the effective date of said section; and

WHEREAS, the Chilmark Zoning Board of Appeals has granted, in accordance with Section 6.4 and 6.5 of the Chilmark Zoning By-laws, and pursuant to a Notice of Decision dated May 23, 2018 and recorded with the Dukes County Registry of Deeds herewith, a Special Permit to create a 1.05-acre Youth Lot, such Youth Lot being Lot 4B as shown on a plan of land entitled “Plan of Land in Chilmark, Mass. Prepared for David A. Damroth Scale: 1” = 100’ November 29, 2016 Schofield, Barbini & Hoehn Inc., Land Surveying Civil Engineering, 12 Surveyor’s Lane, Box 339, Vineyard Haven, Mass”, which plan is recorded at the Dukes County Registry of Deeds in Plan Book 18, Page 78 (the “Property”), and has approved the site plan dated April 11, 2018, which site plan is recorded with the Notice of Decision, for construction of a four-bedroom dwelling on the Property, with the condition that the Chilmark Board of Health approve a well and septic plan before a Building Permit is obtained; and

WHEREAS, in accordance with Section 6.4 of the Chilmark Zoning By-laws and as a condition of said Special Permit, Grantee has agreed to acquire said Property subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the granting of the Special Permit, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree that the Property shall be subject to the following restrictions and terms:

- 1) Property bound by this Youth Lot Agreement. Grantee agrees to acquire the Property subject to the terms, provisions, and obligations of this Agreement, enforceable by the Town under the terms herein.
- 2) Transfer. Grantee shall not sell or otherwise transfer ownership of the Property, or lease the Property except for summer occupancy, for a period of ten (10) years from the date of this Agreement, except for cases of hardship as approved by the Chilmark Zoning Board of Appeals.
- 3) Occupancy. Upon completion of the dwelling on the Property, Grantee shall occupy the dwelling as his primary residence. Grantee shall not rent, lease, or otherwise let the Property, except as provided in this Agreement.
- 4) Rights of Mortgagees: Notwithstanding anything herein to the contrary, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, having first given the Town one hundred and twenty (120) days notice of its intention to proceed with such foreclosure, similar remedial action, or conveyance, and the Town, or its assignee, declines or fails to cure any default and/or to acquire such first mortgage within said period, the restrictions and covenants herein contained shall not apply upon such acquisition of the Property by any purchaser of the Property at a foreclosure sale conducted by such holder, or any purchaser of the Property from such holder, and such Property shall thereupon and thereafter be free from all such restrictions.

In the event such holder, after having first given the aforesaid one hundred and twenty (120) days notice, conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances, accrued interest and all costs and expenses which the holder is entitled to recover pursuant to the terms of the note and the mortgage, such excess shall be paid to the Town or its designee in consideration of the loss of the value and benefit of the restrictions and covenants herein contained; provided, that in the event that such amount shall be so paid Town or its designee by such holder, the Town shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the maker of such mortgage to the extent that such claim is based upon payment of such amount by such holder to the Town or its designee in accordance herewith, provided that such holder shall give the Town prompt notice of any such claim and shall not object to intervention by the Town in any proceeding relating thereto. To the extent the Grantee possesses any interest in any amount payable to the Town under this paragraph, to the fullest extent

permissible by law, the Grantee hereby assigns its interest in such amount to said holder for payment to the Town.

- 5) Enforcement/ Covenants to Run With the Property: The Grantee grants and assigns to the Town, the Town's agents, successors, designees and assigns, the right to enforce the restrictions set forth in this Agreement. The Grantee hereby grants to the Town the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property which the Town may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the restrictions. The rights hereby granted to the Town shall be in addition to and not in limitation of any other rights and remedies available to the Town for enforcement of the restrictions set forth in this Agreement. It is intended and agreed that the agreements, covenants and restrictions set forth above shall be deemed to be covenants running with the Property and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the Property, for the benefit of and enforceable by the Town, the Town's agents, successors, designees and assigns, for a period of ten (10) years from the date hereof.

Without limiting on any other rights or remedies of the Town, its agents, successors, designees and assigns, any sale or other transfer or conveyance of the Property in violation of the provisions of this Agreement in the absence of a certificate from the Town approving such sale, transfer or conveyance as provided herein or waiving the restrictions set forth herein, shall, to the maximum extent permitted by law, be voidable by the Town, the Town's agents, successors, designees or assigns by suit in equity to enforce such restrictions.

- 6) Notice: Any notices, demands or requests that may be given under this Agreement shall be sufficiently served if given in writing and by hand delivered or posted in the United States mail by registered or certified mail, addressed to the Grantee at the address maintained by the Chilmark Board of Assessors for such Grantee, and to the Town addressed to the Town Administrator of the Town of Chilmark, P.O. Box 119, Chilmark, MA 02535, or such other addresses as may be specified by either party by written notice in accordance with these provisions.
- 7) Waiver: Nothing contained herein shall limit the rights of the Town, acting through its Selectmen and Planning Board, to release or waive, from time to time, in whole or in part, any of the restrictions contained herein with respect to the Property.
- 8) Severability: If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law and to the fullest extent permitted by the Rule Against Perpetuities.

TOWN OF CHILMARK,

GRANTEE:

By its Board of Selectmen,

James M. Malkin

Zachary R. Coutinho

Warren M. Doty

William N. Rossi

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF DUKES COUNTY, ss.

On this ____ day of July, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, 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, as a member of the Town of Chilmark Board of Selectmen, on behalf of said Board.

Notary Public

My commission expires: _____

Affix seal:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF DUKES COUNTY, ss.

On this ____ day of July, 2018, before me, the undersigned notary public, personally appeared Zachary R. Coutinho, proved to me through satisfactory evidence of identification, which was _____, 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: _____

Affix seal:

The Town of Chilmark Zoning Board of Appeals hereby certifies that the foregoing form of Youth Lot Agreement by and between Zachary R. Coutinho and the Town of Chilmark is satisfactory to said Board.

TOWN OF CHILMARK, ZONING
BOARD OF APPEALS,

Wendy Weldon, Chairman

Frank LoRusso

Russell Maloney

Allison Burger

Chris Murphy

Todd Christy

Allen Healy

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF DUKES COUNTY, ss.

On this ____ day of July, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose, as a member of the Town of Chilmark Zoning Board of Appeals, on behalf of said Board.

Notary Public

My commission expires: _____

Affix seal: