

QUITCLAIM DEED

We, **DAVID H. WICE** and **BETSY W. WICE** of Philadelphia, Pennsylvania
in consideration of FIVE HUNDRED NINETY-ONE THOUSAND AND NO/100
DOLLARS (\$591,000.00),

grant to **MARTHA'S VINEYARD LAND BANK COMMISSION**, a corporate body
politic, with a principal place of business at Upper Main Street, P.O. Box 2057, Edgartown,
Massachusetts 02539

with *quitclaim covenants*

The land in Aquinnah in the County of Dukes County and Commonwealth of
Massachusetts, being bounded and described as follows:

Being Lot 569 of the Indian Lands set off and assigned by Commissioners duly
appointed for that purpose. Being the same land designated as "569" as set forth
by external metes and bounds (with the Easterly boundary being shown as dashed
lines) on a plan entitled "Plan of Land in Gay Head, Mass. Surveyed for Madeline
J. & Jean W. Missud, Jr. July 21, 1959. Scale 1" = 200' Hollis A. Smith, M. S.
Reg'd Land Surveyor, Vineyard Haven, Mass." which plan is recorded with the
Dukes County Registry of Deeds in Book 249, Page 528 (the "Plan") and to which
Plan reference is made for a more particular description (the "Premises").

Grantors hereby reserve the following perpetual rights and easements as appurtenant
to their remaining property described in two deeds, the first dated July 11, 1996 and recorded
with the Dukes County Registry of Deeds in Book 681, Page 255, and the second dated July
31, 1969 and recorded with the Dukes County Registry of Deeds in Book 278, Page 470, but
excluding the land conveyed by the Grantor to Ronald E. Putnam by deed dated April 14,
1971 and recorded with the Dukes County Registry of Deeds in Book 289, Page 537
("Grantor's Remaining Land"):

- a) an easement to enter the Premises conveyed hereby to trim and remove vegetation
from the stone wall located at the juncture of Lots 237, 247 and the Premises, all as
shown on the Plan, such trimming to be performed employing proper horticultural,

Property Address: Towhee Lane, Aquinnah, Massachusetts

forestry and landscape management practices and to be performed in accordance with all applicable laws, by-laws, rules and regulations; and

b) an easement for view, over and across the Premises, for the purpose of preserving the existing view to the Atlantic Ocean from Grantor's Remaining Land. Grantee shall occasionally trim and/or remove trees or other vegetation on the Premises as part of its ordinary management of the Premises. In the event that the Grantee does not trim and/or remove said trees or other vegetation to Grantor's reasonable satisfaction, the Grantor, their successors and assigns, after due notice to Grantee, shall have a reasonable right of access in order to conduct satisfactory trimming and/or removal, provided all trimming and/or removal shall be performed so as to create a natural appearing flow of canopy, shall employ proper horticultural, forestry and landscape management practices, and shall proceed in accordance with all applicable laws, by-laws, rules and regulations. Grantor shall defend, indemnify and hold harmless Grantee from and against all liabilities, losses, claims, injuries or damages (including, without limitation, reasonable attorney's fees and costs) which may be incurred by, or asserted against, the Grantee by reason of, or arising out of, Grantor and Grantor's agents, employees and representatives entering the Premises to conduct such trimming and/or removal. The terms and provisions of this subparagraph b) may hereinafter be referred to as the "View Easement".

Grantors hereby reserve a license for their joint and several benefit, permitting the Grantors and their accompanied guests (the "Licensees") to enter and use the Premises for passive recreation until Grantee implements a management plan for the Premises that allows the Licensees, as members of the general public, the right to enter pursuant to the terms of said management plan at which point Licensees' license shall automatically expire. Notwithstanding the foregoing, however, if Grantee's management plan proscribes public entry, Licensees' license shall not expire, but shall continue for Grantors' lives or for as long as Grantee's management plan does not permit publicly accessible trails on the Premises. The terms and provisions of this paragraph may herein after be referred to as the "License".

The Premises are conveyed subject to a certain instrument entitled View Easement and License Agreement, recorded herewith, which instrument is for the purpose of extending the View Easement and the License to other property owned in common by the Grantors and Nathaniel A. Wice and Leila R. Wice.

Being a portion of the premises conveyed by a deed to us dated July 31, 1969 and recorded with the Dukes County Registry of Deeds in Book 278, Page 470.

Executed as a sealed instrument on this 15th day of December, 2005.

David H. Wice
David H. Wice

Betsy W. Wice
Betsy W. Wice

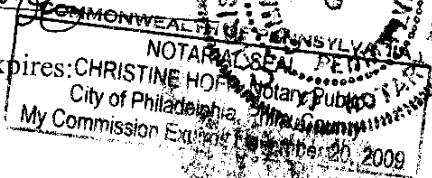
COMMONWEALTH OF PENNSYLVANIA

County of Philadelphia, ss

On this 15th day of December, 2005, before me, the undersigned notary public, personally appeared David H. Wice and Betsy W. Wice, proved to me through satisfactory evidence of identification which were personal knowledge / driver's license / passport / other: _____ (circle one), to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Christine Hoff
Notary Public

My Commission Expires:



WARTHA'S VINEYARD LAND BANK FEE
 PAID \$ _____
 EXEMP \$ _____
RTF DATE 12/20/05 Christine Hoff
CERTIFICATION

Attest:
Deanne E. Powers Register

AUG 28 1963 PLAN OF LAND IN GAY HEAD, MASS.

CLIP J. NORTON,
REGISTER

Surveyed for
MADLINE J. & JEAN W. MISSUD, JR.

July 21, 1959.

Scale 1" = 200'

Hollis A. Smith, M. S. Reg'd. Land Surveyor
Vineyard Haven, Mass.

