

Bulkhead Lease

THIS INDENTURE made the first day of January in the Year Two Thousand and Ten.

Witnesseth that the inhabitants of the Town of Chilmark, a municipal corporation, do hereby lease, demise, and let unto

Lessee Name Tim Broderick

Lot No. 5A

Lessee Address 6 Turtle Cove
Chilmark, Ma. 02535

of Town Land at Menemsha Basin, which plan is on file in the office of the Board of Selectmen of Chilmark. Said lot has a frontage of forty feet.

To hold for the term of one year from the first day of January 2010 yielding and paying therefor the rent of \$ 1,152.. And said Lessee does promise to pay me said rent as follows: Payment in full shall be made at the time said lease is returned to the Park and Recreation Committee by the Lessee, and to quit and deliver up the premises to the Lessor or its attorney, peaceably and quietly at the end of the term in as good order and condition, as free of debris and rubbish as the same now are or may be put into by the said Lessor; nor lease, nor assign, nor underlet, nor permit any other person or persons to occupy the same and make or suffer to be made any alterations therein but with the appropriation of the Park and Recreation Committee of the Town of Chilmark thereto in writing having first been obtained; nor to sell or offer for sale any goods or commodities except such as have first been approved by said committee, and that the Lessor may enter to view and to make improvements and to expel the Lessee if he shall fail to pay the rent as aforesaid or in case of a breach of any covenants on the part of the said Lessee, (Fish or shellfish may be sold without consultation.)

The Lessee agrees that the premises hereby leased shall be used for and in connection with commercial fishing for at least six months of the term of the lease, otherwise said Lessee shall not be permitted to make applications for a renewal of this lease.

If, at any time during the term of this lease, or any extension or renewal thereof, in the judgment of the Committee, the best interests of the town require the removal of any building or personal property located on said lot, the Committee shall give written notice thereof to the lessee and said lessee agrees to remove the building and personal property at his own expense from the lot within 30 days of the receipt of such notice. If the lessee fails to remove the building and personal property within said 30 days, it is hereby agreed that the title and ownership of such building and personal property shall be transferred to and automatically vested in the Town of Chilmark at the expiration of said 30 day period, and the Town may take such action as it deems best without incurring any liability to the lessee therefore.

No leases on the bulkhead are to be given to, or business managed by, any but a legal resident of Chilmark physically residing in town at least ten months of the year.

All rents shall be paid within 30 days after issuance of the lease.

No signs or billboards are to be allowed on buildings other than trade name.

Buildings must be kept sound, watertight and with windows and doors in tact – plywood coverings are not acceptable.

Any place of business is to be kept free of litter.

No sleeping quarters are to be allowed on the premises.

No seasonal storage of boats, cars or motors on the property is to be allowed.

The walk, in front of the bulkhead is to be kept free and clear.

No more than one lot shall be leased to an individual.

Parking to be restricted to the east side of the road.

Upon the cessation of fishing activity, the lot shall be returned to the town.

Violation of any of the above regulations shall be deemed sufficient cause for cancellation of a lease.

IN WITNESS THEREOF, the parties have hereunto set their hand and seal.