Box 348 Chilmark, MA 02535

Board of Selectmen Town Hall Box 119 Chilmark, MA 02535

Gentlemen

The time has come to transfer the ownership of LITTLE LADY and the fish shack to my son Dennis M. Dennis, junior.

I have paid the lease for this year, and hope that you will grant the lease of the fish shack from me to him.

This will continue the tradition of a Jason fishing.

Thanks. and have

Dennis Jason, senior



CREEK LEASE

day of January in the year Two Thousand and Thirteen A.D. This indenture made the 1st

Witnesseth that the inhabitants of the Town of Chilmark, a municipal corporation, through their Board of Selectmen do hereby lease, demise and let unto: Dennis Jason 348 N. Kd. Chilmark, MA.02535

Lot Number: 10

of the Town Land at Menemsha Basin conveyed to the Town of Chilmark under Chapter 485, Acts of 1965, which plan is on file in the office of the Board of Selectmen.

To hold for the term of one year from the first day of January 2013 yielding and paying therefore the rent of \$10.00.

- 1. Lessee shall be a legal voting resident, for at least ten months per year, of the town in which the lot is located.
- 2. Lessee shall be a bona fide commercial fisherman and shall have engaged in that activity for at least three years prior to application for a lot lease.
- Lessee shall actively use the premises in commercial fishing for not less than six months of each year. 3.
- 4. No subletting or shared usage of lots is permitted, except as provided below.
- Lessee may permit a person related by blood or marriage to share the premises if such person is also an active commercial fisherman 5. subject to the same conditions as Lessee and provided Lessee notifies the Boards of Selectmen in writing prior to such shared usage.
- If the Lessee has succeeded to a lot previously held by another commercial fisherman who no longer meets the conditions set forth, such 6. previous Lessee may be permitted to share the usage with the consent of the Lessee and written notice of such to the Boards of Selectmen.
- 7. In considering applications for lots, children of the prior Lessee will be considered before and have priority over other applicants, provided that they are actively engaged in commercial fishing and meet all the conditions.
- 8. No signs or billboards are to be allowed on buildings other than trade name.
- 9. No sleeping quarters are allowed on the premises.
- 10. No more than one lot shall be leased to an individual.
- 11. Any place of business shall be kept free of litter.
- 12. All structures shall be kept in good repair.
- Lessee shall not make or suffer to be made alterations on a lot but with the approbation of the Board of Selectmen, of the town in which 13. the lot exists, thereto in writing having first been obtained.
- A Lessee being considered for the renewal of a lease must have fulfilled the above requirements for the last three years or said Lessee 14. shall not be considered for renewal.
- 15. Upon cessation of fishing activity, as outlined above, the lot shall be returned to the town for lease to another qualified commercial fisherman.
- 16. Violation of any of these conditions or town regulations shall be deemed sufficient cause for cancellation of a lease.
- 17. The Lessor may enter to view and to make improvements and/or to expel the Lessee if he shall fail to pay the rent or in case of a breach of any conditions on the part of the Lessee.

BOARD OF SELECTMEN

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CREEK LEASE

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BOARD OF SELECTMEN

Jonathan E. Mayhew, Chairman

Bill Rossi

Date: 5/13/2013

Warren Doty