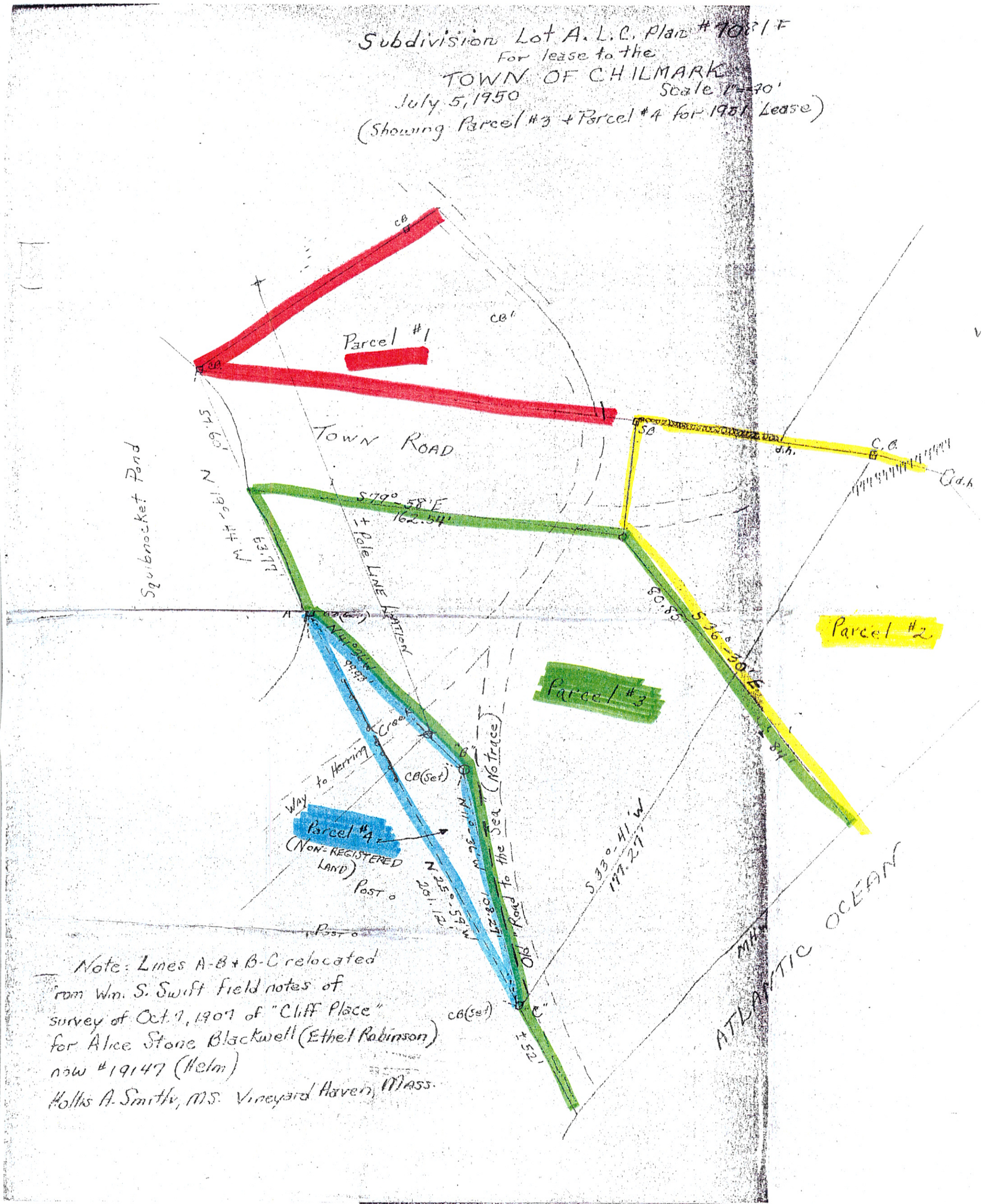

PARCEL 1, PARCEL 2 100 YEAR LEASE EXPIRES 9/6/2050

PARCEL 3, PARCEL 4 99 YEAR LEASE EXPIRES 9/1/2050

To be filed

L E A S E

Dated Sept 6. 1950

I. The Cape Cod Company, a Massachusetts corporation, Lessor, hereby LEASES to the Inhabitants of the Town of Chilmark, a municipal corporation, of the County of Dukes County in the Commonwealth of Massachusetts, Lessee, for the purpose of a public park, the parcel of beach and upland situated in said Chilmark and bounded and described as follows:

Parcel 1. North of Town Road Lot and being a part of Lot A shown on Subdivision Plan 2081F filed with Dukes County Land Registration Records.

Beginning at a concrete bound on the shore of Squibnocket Pond at the northwest corner of land of the lessee known as the Town Road or Landing and at the westerly corner of the described premises;

Thence N 57° 54' E. by other land of the lessor 114.14 feet to a concrete bound near the westerly side of a traveled way known as the Squibnocket Road, and in the same direction 12.68 feet to a point on the center line of said way;

Thence S 41° 43' E by the center line of said way 59.02 feet to a point;

Thence in a curve to the right of 102.50 feet radius, still by the center line of said way about 60.00 feet to the northerly line of the said Town Road lot of the lessee;

Thence N 79° 58' W by said land of the lessee about 174.10 feet to the concrete bound at the point or place of beginning.

Parcel 2. East of the Town Road Lot and being a part of Lot A shown on Subdivision Plan 2081F filed with Dukes County Land Registration Records.

Beginning at a stone bound buried in the ground on the southerly side of a stone wall at land of the lessor, at the northeast corner of the Town Road Lot of the lessee and at the northwesterly corner of the described premises;

Thence S 81° 07' E by the southerly face of the said stone wall 64.40 feet to a drill hole in the southeast corner of the last bedstone in said wall;

Thence S 80° 10' E still by land of the lessor 41.17 feet to a concrete bound set near the edge of the cliff;

Thence S 71° 53' E still by land of the lessor 32.35 feet to a drill hole in the top of a large boulder at the foot of the cliff;

Thence S 36° 30' E still by land of the lessor about 85 feet to the shore of the Atlantic Ocean and in the same direction to the waters of said Ocean;

Thence about southwesterly by the waters of said ocean about 130 feet to land of the lessor;

Thence N 36° 30' W by land of the lessor about 165 feet to the southeast corner of the said Town Road Lot of the lessee;

Thence N 10° 02' E by the said Town Road Lot 50.00 feet to the buried stone bound at the point or place of beginning.

II. The Lessor reserves for the benefit of its other land in said Chilmark the right to use the existing roadway crossing the premises and any other roadway which may be constructed across the premises for all purposes for which ways are now or hereafter commonly used in said Chilmark.

III. TO HAVE AND TO HOLD for the term of one hundred years from and after the date hereof.

IV. YIELDING and PAYING as rent for the entire term the sum of Two Thousand ($2,000.00) Dollars, the receipt whereof is hereby acknowledged by the Lessor.

V. In Consideration of the foregoing lease, the Lessee COVENANTS that during the term hereof:-

1. It will assume and pay all taxes and assessments of every kind which may become a lien upon the demised premises after the date of this lease and before the expiration of the term thereof;

2. It will hold harmless and indemnify the Lessor against liability for accidents occurring on the premises;

3. The premises will be used as and for a bathing beach for those persons having a bona fide place of abode in the Town of Chilmark (permanent or temporary) and their tenants, families, guests, and employees to whom the Selectmen of said Town shall have issued permits;

4. It will erect and maintain signs indicating the area covered by this lease, the persons entitled to use the same, and the kind of use herein authorized;

5. It will not permit the erection of any buildings or structures (other than fences) between the travelled road and the ocean, and will not permit any motor vehicles on the beach except as may be required by law, and will erect and maintain such fences as may be reasonably necessary to prevent such motor vehicles from driving onto the beach from the upland;

6. It will at all times during which the beach is open for use properly supervise the use of the beach and prevent any offensive or improper use thereof or any nuisance to be committed thereon;

7. It will keep the premises and all improvements in good condition and will not cause any strip or waste of the premises; and

8. It will not assign its interest as Lessee hereunder or make any sublease without first obtaining on each occasion the Lessor's written approval.

VI. The Lessor grants to the Lessee the following options:-

(1) the right to purchase the demised premises for the sum of One Dollar at the expiration of the term of this lease, subject

to the building and zoning laws, if any, and all other governmental laws, ordinances, rules and regulations, and any unpaid taxes of the character which are to be paid by the Lessee hereunder, provided that this lease shall then be in force; (2) the right at the expiration of the original term of this lease, provided that this lease shall then be in force, to extend said term for a further period of one hundred years upon all the covenants and provisions expressed herein, except that the additional rent for the entire extended term shall be One Dollar payable at the beginning of the extended term; and (3) the right to cancel and terminate this lease at any time. Said rights shall be exercised by notice in writing, duly acknowledged and filed in the Registry District of the County of Dukes County.

VII. PROVIDED ALWAYS that in case said premises, or any part thereof, shall be taken by any exercise of the right of eminent domain, this lease shall terminate at the election of the Lessor, which election may be made notwithstanding that the Lessor's entire interest may have been divested; and the Lessor reserves all rights to damages to said premises and the leasehold hereby created by reason of any such exercise of the right of eminent domain, and the damages recoverable by the Lessor shall be determined as though this lease had never existed and as though the use permitted hereby had never occurred.

VIII. If the Lessee shall fail to observe any of its obligations hereunder, the Lessor may terminate this lease, provided that the Lessor shall have mailed by registered mail written notice to the Lessee stating the nature of the Lessee's default, and provided further that such default shall not have been corrected within ninety days after such mailing or within such further period as may be reasonably required to correct such default.

IX. No consent or waiver by the Lessor of any default of the Lessee shall be construed as a consent or waiver in another instance. The words "Lessor" and "Lessee" shall be construed to refer to the corporations named above and their respective successors and assigns.

X. Any dispute arising hereunder shall be determined by proceedings before any competent court.

WITNESS the execution hereof in duplicate under seal the day and year first above written.

The Cape Cod Company

By Ralph Hamblen, President

Inhabitants of the Town of Chilmark

By Roger Allen

Selectmen

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss. Sept 6 1950.

Then personally appeared the above named Ralph Hamblen and acknowledged the foregoing instrument to be the free act and deed of The Cape Cod Company, before me,

Notary Public

My commission expires:

My Commission Expires [illegible] 16, 1951

I, Marguerite Holmberg, Clerk of The Cape Cod Company, a Massachusetts corporation, hereby certify that at a meeting of the Board of Directors duly called and held in Boston, Massachusetts, on September 6, 1950, at which meeting a quorum was present and acting, it was unanimously

VOTED: That Ralph Hornblower, the President of this corporation, be and he hereby is authorized in the name and behalf of this corporation, to sign, seal with the corporate seal and deliver to the Inhabitants of the Town of Chilmark the lease which has just been presented to this meeting.

And I further certify that the lease to which this certificate is attached is the lease which was presented to this meeting.

Marguerite Holmberg
Clerk

L E A S E

Dated Sept 6. 1950

1. The Cape Cod Company, a Massachusetts corporation, Lessor, hereby LEASES to the Inhabitants of the Town of Chilmark, a municipal corporation, of the County of Dukes County in the Commonwealth of Massachusetts, Lessee, for the purpose of a public park, the parcel of beach and upland situated in said Chilmark and bounded and described as follows:

Parcel 3. South of the Town Road Lot and being a part of Lot A shown on Subdivision Plan 2081F filed with Dukes County Land Registration Records.

Beginning at the southeast corner of the land of the lessee known as the TownRoad Lot and at a westerly corner of land of the lessor;

Thence S 36° 30' E by land of the lessor about 165 feet to the shore of the Atlantic Ocean and in the same direction to the waters of the said ocean;

Thence about southwesterly about 177 feet to other land of the lessor, being unregistered land;

Thence N 25° 59' W by land of the said lessor to a concrete bound distant about 52 feet from the shore of said ocean and marking the southerly corner of land of the lessor;

Thence N 11° 36' W by Parcel 4, 108.27 feet to a concrete bound;

Thence N 41° 36' W still by the said Parcel 4, 99.93 feet to a concrete bound set on the shore of the said Squibnocket Pond at other land of the lessor, and in the same direction to the waters of the said Pond;

Thence N 19° 44' W by the waters of the said pond 63.77 feet measured along the shore, to the said Town Road Lot of the lessee;

Thence S 79° 58' E to the shore of the said pond and in the same direction 162.54 feet by the said Town Road Lot to the southeast corner of the same at the point or place of beginning.

Parcel 4. Unregistered land southwest of Parcel 3.

Beginning at the concrete bound on the shore of the said Squibnocket Pond at other land of the lessor, at the southerly corner of Parcel 3 as it meets the shore of the said pond and at the northerly corner of the described premises;

Thence S 41° 36' E by the said Parcel 3, 99.93 feet to a concrete bound;

Thence S 11° 36' E still by the said Parcel 3, 108.27 feet to a concrete bound at land of the lessor;

Thence N 25° 59' W by land of the said lessor 201.12 feet to the concrete bound on the shore of the said pond at the point or place of beginning.

II. The Lessor reserves for the benefit of its other land in said Chilmark the right to use the existing roadway crossing the premises and any other roadway which may be constructed across the premises for all purposes for which ways are now or hereafter commonly used in said Chilmark.

III. TO HAVE AND TO HOLD until June 1, 1951.

IV. YIELDING and PAYING as rent for the entire term the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged by the Lessor.

V. In Consideration of the foregoing lease, the Lessee COVENANTS that during the term hereof:-

1. It will assume and pay all taxes and assessments of every kind which may become a lien upon the demised premises after the date of this lease and before the expiration of the term thereof;

2. It will hold harmless and indemnify the Lessor against liability for accidents occurring on the premises;

3. The premises will be used as and for a bathing beach for those persons having a bona fide place of abode in the Town of Chilmark (permanent or temporary) and their tenants, families, guests, and employees to whom the Selectmen of said Town shall have issued permits;

4. It will erect and maintain signs indicating the area covered by this lease, the persons entitled to use the same, and the kind of use herein authorized;

5. It will not permit the erection of any buildings or structures (other than fences) between the travelled road and the ocean, and will not permit any motor vehicles on the beach except as may be required by law, and will erect and maintain such fences as may be reasonably necessary to prevent such motor vehicles from driving onto the beach from the upland;

6. It will at all times during which the beach is open for use properly supervise the use of the beach and prevent any offensive or improper use thereof or any nuisance to be committed thereon;

7. It will keep the premises and all improvements in good condition and will not cause any strip or waste of the premises; and

8. It will not assign its interest as Lessee hereunder or make any sublease without first obtaining on each occasion the Lessor's written approval.

VI. The Lessor grants to the Lessee an option to renew this lease for a term of 99 years for the sum of Two Thousand Dollars ($2,000.00) upon the same terms and conditions as another lease of this date between the same parties covering the adjoining premises. Such option must be exercised not later than 10 days before June 1, 1951 by an election in writing addressed to the Lessor at its last usual place of business.

VII. PROVIDED ALWAYS that in case said premises, or any part thereof, shall be taken by any exercise of the right of eminent domain, this lease shall terminate at the election of the Lessor, which election may be made notwithstanding that the Lessor's entire interest may have been divested; and the Lessor reserves all rights to damages to said premises and the leasehold hereby created by reason of any such exercise of the right of eminent domain, and the damages recoverable by the Lessor shall be determined as though this lease had never existed and as though the use permitted hereby had never occurred.

VIII. If the Lessee shall fail to observe any of its obligations hereunder, the Lessor may terminate this lease, provided that the Lessor shall have mailed by registered mail written notice to the Lessee stating the nature of the Lessee's default, and provided further that such default shall not have been corrected within ninety days after such mailing or within such further period as

may be reasonably required to correct such default.

IX. No consent or waiver by the Lessor of any default of the Lessee shall be construed as a consent or waiver in another instance. The words "Lessor" and "Lessee" shall be construed to refer to the corporations named above and their respective successors and assigns.

X. Any dispute arising hereunder shall be determined by proceedings before any competent court.

WITNESS the execution hereof in duplicate under seal the day and year first above written.

Corporate Seal

The Cape Cod Company

By Ralph Hornblower, President

Town Seal

Inhabitants of the Town of Chilmark

By Roger Allen

D. Herbert Flanders

Benjamin C. Mayhew, Jr.

Selectmen

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss. Sept 6 1950

Then personally appeared the above named Ralph Hornblower and acknowledged the foregoing instrument to be the free act and deed of The Cape Cod Company, before me, Timothy J O'Keefe Jr Notary Public My commission expires: My Commission Expires Feb. 16, 1951 Notarial Seal

I, Marguerite Holmberg, Clerk of The Cape Cod Company, a Massachusetts corporation, hereby certify that at a meeting of the Board of Directors duly called and held in Boston, Massachusetts, on September 6, 1950, at which meeting a quorum was present and acting, it was unanimously

VOTED: That Ralph Hornblower, the President of this corporation, be and he hereby is authorized in the name and behalf of this corporation, to sign seal with the corporate seal and deliver to the Inhabitants of the Town of Chilmark the lease which has just been presented to this meeting.

And I further certify that the lease to which this certificate is attached is the lease which was presented to this meeting.

Corporate Seal

Marguerite Holmberg Clerk

Edgartown, Mass., Sept. 22, 1950 at 1 o'clock and 45 minutes P.M. received and entered with Dukes County Deeds Book 219, Page 114. Attest Philip J. Norton Register.

A true copy,
Attest: Philip J. Norton
Register.

REGISTERED LAND
Doc. #2671

C O P Y

September 22, 1950

RECEIVED FOR REGISTRATION
1 O'CLOCK 45 P.M.
NOTED ON CERTIFICATE NO. 1056
IN REGISTRATION BOOK 6 PAGE 259

COUNTY OF DUKES COUNTY
RECEIVED - ENTERED

SEP 22 1950

AT 1:45 P.
REGISTRY OF DEEDS