



# Martha's Vineyard Land Bank Commission

January 10, 2012

Mr. Charles Hodgkinson  
Town of Chilmark  
Post Office Box 119  
Chilmark, Massachusetts 02535

Dear Chuck,

Thanks for your letter inquiring about the portion of Tea Lane Farm that is owned by the land bank. I have discussed it with the commissioners and am writing with their responses.

Please look over the attached Exhibit "Q", which depicts the property. You will notice that most of it is allocated to non-farm uses, viz., public hiking trails; trailhead; hunting; and habitat protection. The balance — some 10.66 acres — is reserved for farmland leasing.

Also attached is the land bank's farmland leasing policy and its sample farm lease. The standard term for a lease is nine years (five years at the outset, plus an additional four if the parties are each satisfied). The commission understands that the town, per our May 7, 2001 intermunicipal agreement, is seeking to make long-term arrangements for the farmstead; the land bank commission, therefore, would automatically renew any lease here after nine years, absent any delinquency on the lessee's part.

The land bank believes that it would be sensible to insert two additional clauses in the lease: (1.) to require the lessee to have a plan for all of the fields so that if any are "surplus" in any given season — as opposed to deliberately resting — the land bank can lease them to a third-party or the lessee can find a sublessee, on the theory that useful fields should not be permitted to be neglected; and (2.) to require all of the 10.66 acres to be mowed regularly, with the land bank management staff to perform the mowing if the farmstead occupant should fail to do so.

Paragraph 7 of the sample lease allows the land bank foreman to approve the

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erection of impermanent structures on the leasehold, subject to certain performance standards. Permanent structures such as a greenhouse, however, are not permitted; the land bank commission believes that they should instead be constructed on the town's farmstead lot.

The agricultural area is sectored into four zones, based on slope, soil conditions, micro-climates and the like. The land bank can envision crops or livestock in any of the zones, with two exceptions:

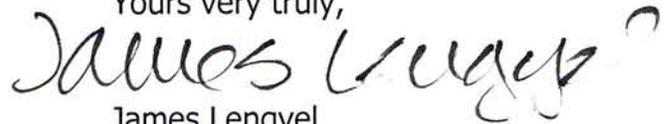
- in Zone 1 the land bank will support neither the erection of any structures nor the use of the land as a "tree farm" nursery; and
- in all zones horses may be used for agricultural purposes (e.g., ploughing) and may use the public trails recreationally as may any horseback-rider but any other horse use (e.g., grazing, stabling, etc.) must take place on the farmstead lot.

Lessees may, per Paragraph 6 of the lease, install irrigation wells. Any soil conditioning is the responsibility of the lessee; the soil here has not been conditioned during the land bank's tenure. Likewise, the soil has not been tested since the land bank took ownership.

Finally, Paragraph 10 addresses assignment and subleasing.

I hope that this answers all of your questions. If you have any additional questions I will be happy to pose them to the land bank commissioners at their next meeting.

Yours very truly,



James Lengyel  
Executive Director