



Board of Selectmen
Spencer Booker, Chairman
Beverly Wright
James Newman

Adam Wilson
Town Administrator

TO: TIM CARROLL

FROM: ADAM WILSON

DATE: 5/24/13

SUBJECT: MENEMSHA LEASE REVIEW

Enclosed is a copy of the Lease the Aquinnah Selectmen wish to issue to Brian "Chip" Vanderhoop for the lot being vacated by the Murphy's. In accordance with the two - town agreement, it is being handed off to you for your board to review as well.

Please call if you have any questions.

Thanks for your attention to this matter

2nd DRAFT
Aquinnah Board of Selectmen
Minutes of Meeting 5/21/2013
Aquinnah Town Hall Selectmen's Mtg Room

Members present: Spencer Booker, Chairman, Jim Newman, Beverly Wright

Also present: Adam Wilson, Town Administrator, Vern and Berta Welch, Carla Chuch, Chip & Elaine Vanderhoop, Hugh Talyor, Hollis Smith, Wendy Swolinzky, Gary Haley, Mike Hebert, Adrianna Ignacio. Attny Jeffrey Madison, Attny Erik Hammerlund, Tri-Town Chief Zeke Wilkins, Devin Balboni, Chief Randhi Belain, Sgt Paul Manning, Town Accountant Margie Spitz, Barbara Bassett, Zach Wallen.

The meeting was called to order at 5:30 pm.

-Under Old Business was a review of the minutes from 4-23 & 4-30.

Jim made a motion to accept the minutes from the two prior meetings. Beverly seconded.

The Board voted 3 – 0 in favor. The motion passed.

-Jim brought up the fact that the Board changes chairmanship after the election.

-Jim made a motion to elect Beverly as Chairman of the Board for 2013 – 2014. Spencer seconded.

The Board voted 2 – 0 - 1 in favor. The motion passed.

-Spencer made a motion to elect Jim as Vice-Chairman of the Board for 2013 – 2014. Beverly seconded.

The Board voted 2 – 0 - 1 in favor. The motion passed.

-Next on the agenda was a meeting with the Menemsha lease lot holders. Adam said there had been discussion about changing the language in Section 13 of the lease dealing with shared usage. Beverly wanted to amend Section 4 dealing with general use saying that the lease requires lot holders to comply with marine uses under the zoning by-laws and asking if the language of the '65 Acts should be incorporated as well since it emphasized commercial fishing.

-Hugh brought up the fact that the Act conveyed the land to Gay Head for commercial fisherman to use. It does not state what they have to use it for. Adam read the language of the act.

“The aforesaid land at Menemsha authorized to be conveyed to the towns of Gay Head and Chilmark shall be reserved for and made available to commercial fisherman and shall in no event be sold or conveyed.”

-Spencer stated that if that is what the Act says, then everyone having a lease only need to be in possession of a commercial fishing license – what they do down at the Creek can be anything.

-Jim asked if the language in the lease prohibiting shared use should be changed and having it be allowed. Beverly said she's not in favor of changing the language – even though there have been violations of the leases with known shared usage; it's not a good reason to now allow it. Spencer said he could do away with the language because it's anti-business. There was no consensus to change the language of the lease to allow shared use.

-Next on the agenda was a vote to approve new lease lot holders. Beverly asked Brian if he had documents showing he was purchasing the shed and dock from the Murphy's. He produced paperwork saying that the negotiations were still ongoing but a sale was imminent. There was discussion with both Brian and Elaine on how they were acquiring the existing building and dock and getting it all done by June 30th. Elaine said the e-mail states that Murphy is handing over the lot's contents and not negotiating with any other party. Brian's getting the dock and the shed. The barge has been removed.

-Jim made a motion to award lot “F” to Brian Vanderhoop as of July 1, 2013. Spencer seconded.

The Board voted 3 – 0 in favor. The motion passed.

-Adam said there is still a process to go through with Chilmark getting their approval for the new lease as well.
-Beverly asked that the new lease for Brian be for four years so that it will renew at the same time as the other existing leases. The other Board members felt the same way.

Beverly made a motion to have Brian's lease be for four years. Spencer seconded.

In the discussion Elaine argued that it should be five years because they are investing a lot into the existing structures. Spencer said the terms are fair and everyone will get renewed simultaneously. Jim asked Brian if it was okay to have the lease for four years instead of five. He said he had no objection.

The Board voted 3 – 0 in favor. The motion passed.

The board next took up the Rose lot, lot "A", and its availability as of July 1st. Erik spoke to the Board stating he was representing Camille and asked the Board to consider giving her an extension of her lease until next April.

-There was discussion of the time frame the Board gave Camille to reestablish her bait and tackle business;
-There was discussion about how the lot was used for Wendy's business and not Camille's;
-There was discussion that the Board has requested meetings with Camille for 8 months and her failure to comply;
-The Chairman declined considering the request for another lease.

-Discussion then moved onto the shed on lot "A". Beverly opined that when the town becomes owners of the lot on July 1st, anyone's property on that lot has to be removed or it is forfeited. Wendy said she was now the owner of the shed. Beverly asked to see a copy of the purchase agreement. Wendy said she didn't want the document to be public. Beverly said she can redact the amount on the bill of sale; the town was only interested in actual ownership. Wendy made a copy of the agreement with the price blacked out and handed it in to the board.

-Jeffery discussed the history of cliff leases ending and lessees having to remove their property.

Beverly said it will have to be moved. Wendy said there are many state and federal regulations that will prevent her from moving it. She still wants to slide her docks down and operate from Lot A. She asked the Board to consider that option once again. She said the shed has historical value and shouldn't be taken away.

-There was discussion by several residents present that there has to be fair treatment by everyone who leases from the town. Jim asked if there had been any negotiation of shared use of the shed. Wendy said Vern's plans for the shed's use were too extreme and she couldn't accommodate him.

-Beverly made a motion to lease Lot A to Vern Welch but with a stipulation that there is a structure on it that has to be dealt with before July 1st. There was no second.

There was consensus agreement by the Board that Vern would get Lot A but it's not ready to have a new lessee.

-Beverly said she would contact town counsel and get an opinion as to what the town should do next.

-Next on the agenda was Randhi's introduction of Devon Balboni as a special officer for Aquinnah this summer. Devon is a junior at Westfield State College studying criminal justice and worked last summer for the Edgartown police department.

Jim made a motion to appoint Devin Balboni as a special police officer for the Aquinnah Police Department.

Spencer seconded.

The Board voted 3 – 0 in favor. The motion passed.

-Adam introduced a slate of summer help Carolyn plans to hire for the beach, restrooms and parking lot.

Jim made a motion to approve the hiring of the proposed summer help for the town. Spencer seconded.

The Board voted 3 – 0 in favor. The motion passed.

-Next on the agenda was the proposed loan agreement between the Tribe and Tri-Town for the LUCAS CPR machines. Chief Zeke Wilkins told the board all three towns have to sign off on the agreement in order for the ambulance service to receive the two machines the Tribe has that are currently being stored at tribal headquarters.

Board members reviewed the agreement that had been revised since it was 1st released. Jim said town counsel still has questions related to resolving disputes according to the laws of the Tribe of Gay Head/Aquinnah. No one in town or at Rappaport's office has seen those laws.

The Board, by consensus, agreed to sign off on the loan agreement once the issues with counsel have been negotiated and Ron gives the okay to go forward.

-Zeke also brought up the vote needed from the Board to approve the total transfer from Tri-Town's revolving account to fully pay for the new ambulance. He said each town has voted their additional share but the majority of the money comes from the revolving fund and has to be approved by each town.

Jim made a motion to approve the additional funds from the Tri-Town revolving account fund. Spencer seconded.

The Board voted 3 – 0 in favor. The motion passed.

Zeke said the ambulance will be delivered by December.

-Next on the agenda was a request from the Tribe's Natural Resources Dept. to have informational signs put up at the Cliff Lookout. Beverly read a letter from the department saying they had procured from the National Park Service two informational signs called "waysides", that they want to install at the overlook. They are 24" high and 42" wide and will display info on the geological history of the cliffs and the Wampanoag Tribe.

There was discussion on approval also being needed by the Planning Board according to the sign by-law. Adam said the natural resources department will need both the BOS and PB approval but it doesn't matter who gives it 1st.

Jim made a motion to approve the sign request. Spencer seconded.

The Board voted 3 – 0 in favor. The motion passed.

Adam said he'll pass along the request to the Planning Board.

Next on the agenda was an approval of the liquor licenses for the Aquinnah Shop and the Outermost Inn.

Jim made a motion to approve the licenses for both establishments. Spencer seconded.

The Board voted 3 – 0 in favor. The motion passed.

Board Members signed off on the victuallers licenses.

-Adam showed the Board the next scheduled meetings of the Gay Head Lighthouse Advisory Committee. Beverly said the Selectmen are now in charge so who would be the Chairman.

Spencer made a motion to have Beverly be made chairman of the GHLAC. Jim seconded.

The Board voted 2 – 0 - 1 in favor. The motion passed.

-Adam reported that there has been an extension of the commercial scallop season through the end of May. The request to extend was sent back on April 21st and was approved by the Division of Marine Fisheries but they never faxed back the approval so he forgot to bring it to the Board for their approval.

Jim said the previous approval identifies the adult scallops won't survive the winter so we should harvest as many as possible.

Jim made a motion to extend the commercial scallop harvest until the end of May. Spencer seconded.

The Board voted 3 – 0 in favor. The motion passed.

-Adam reported that there is a contract in place to replace the town hall and police building's front doors.

-Adam reported that coverage has been set up for Library Director Lisa Sherman's maternity leave.

-The last agenda item was to go into executive session to negotiate a new police chief contract.

Beverly announced that the Board would not return to public session after the executive session.

Jim made a motion to go into executive session. Spencer seconded.

The roll call vote was Beverly (aye), Spencer (aye) and Jim (aye).

The meeting ended at 7:00 pm.

LEASE

AGREEMENT of lease made as of July 1, 2013, by and between the TOWN OF AQUINNAH, a municipal corporation in Dukes County, Massachusetts (“Lessor”), and Brian Vanderhoop of Aquinnah, Massachusetts (“Lessee”).

1. **PREMISES:**

Lessor hereby leases to Lessee and Lessee hereby lets from Lessor, a certain parcel of real estate in the Town of Aquinnah, County of Dukes County, Massachusetts, Shown as Parcel “ F ” on the sketch plan attached hereto as “Plan of Lease Lots Gay Head (Menemsha) Mass – 7 July 1992” and incorporated herein by reference (the “Premises”).

2. **TERM:**

This Lease shall be for a term of four (4) years (the “Term”), commencing on July 1st, 2013 (the “Term Commencement Date”) and ending on June 30, 2017.

3. **RENT:**

Lessee shall pay to Lessor Basic Rent during the lease term at the annual rate of four hundred fifty (\$450.00) Dollars for the each year of the original term. The rent for each lease year of the term shall be paid by the 15th day of July in lawful money of the United States at the Office of the Board of Selectmen, 65 State Road, Aquinnah, Massachusetts 02535, or such other place as the Lessor may from time to time designate in writing to the Lessee.

With respect to any future lease renewal, the Lessee shall pay an annual rent which may be subject to a reasonable change as determined by the Lessor.

4. **USE:**

Lessee shall use and occupy the premises only for marine uses permitted under the Aquinnah Zoning By-Laws or for such other uses as have been previously approved in writing by the Lessor. No other trade, occupation, or other activity shall be carried on, in, or about the Premises, or any use made thereof which shall be offensive or contrary to

the laws of the Commonwealth or any ordinance or by-law for the time being in force in the Town of Aquinnah or injurious to any person, persons or property.

5. **INSURANCE:**

Lessee shall procure, keep in force, and pay for comprehensive public liability insurance indemnifying Lessor and Lessee against all claims and demands for injury to or death of persons or damage to property which may be claimed to have occurred on the Premises in amounts which shall be not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage liability including products liability coverage. Such insurance shall be effective with insurers qualified to do business in Massachusetts and in good standing therein insuring Lessor as well as Lessee, as their interests shall appear, against injury to persons or damage to property as provided. Lessee shall deposit with Lessor certificates for such insurance at or prior to the Rent Payment Date and thereafter within thirty (30) days prior to the expiration of any such policies. All such policies shall provide that they shall not be cancelled without at least ten (10) days prior written notice to each insured named therein.

6. **UTILITIES:**

The Lessee shall pay, as they become due, all bills for utilities that may be furnished to the leased premises.

7. **MAINTENANCE:**

Lessee shall maintain and keep the Premises in as good order and condition as the same are in at the commencement of said term, or may be put in during the continuance hereof, reasonable wear and tear or damage by fire or other unavoidable casualty only excepted.

8. **ACCESS TO PREMISES:**

Lessor and Lessor's agents shall have the right to enter the Premises at all reasonable times, after notice to Lessee, to examine the same (and in the case of emergency at any time without notice).

9. **LESSEE'S PROPERTY:**

It is understood and agreed that any structures and improvements and any goods or personal property owned or otherwise possessed by Lessee, and maintained by Lessee at the Premises, shall be kept there at Lessee's sole risk and without any liability whatsoever on the part of the Lessor for any loss or damage thereto. It shall be Lessee's obligation to provide any insurance for such property.

Lessee shall, during the Term hereof, keep the Premises and the area surrounding the Premises in a safe and clean manner.

10. **ESTOPPEL CERTIFICATE:**

Upon not less than fifteen (15) days prior written request, Lessor and Lessee agree, each in favor of the other, to execute, acknowledge and deliver a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications that the same are in full force and effect as modified and stating the modifications), the dates to which the Basic Rent hereunder and other charges have been paid and any other information reasonably requested. Any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee or lending source.

11. **RIGHT TO TERMINATE:**

This Lease is subject to the express condition that, if Lessee shall neglect or fail to pay the Basic Rent, or any installment thereof, within ten (10) days after having been notified by Lessor in writing that such Basic Rent has not been so paid, or if Lessee shall fail to perform or to observe any of the other covenants contained herein on Lessee's part to be performed or observed, including but not limited to violation of the indemnification contained in section 5, 6 and 7 to be performed or observed for thirty (30) days after having been notified by Lessor of such failure, or if the estate hereby created shall be taken on execution or by other process of law, or if the Lessee or any entity entitled to operate any business from the Premises shall be declared bankrupt or insolvent according

to law, or if any assignment shall be made of Lessee's property or the property of said other entity for the benefit of creditors, then, and in any of the aforesaid cases (notwithstanding any former breach of a covenant or waiver of a benefit hereof or consent in a former instance), Lessor lawfully may, immediately or at any time thereafter, and without further demand or notice, enter into and upon the Premises, or any part thereof, in the name of the whole and repossess the same as of its former estate, and expel the Lessee and those claiming through or under Lessee and remove Lessee's effects, without prejudice to any remedies which Lessor might otherwise be used.

12. **LESSEE'S FAILURE TO PERFORM:**

(a) If Lessee shall at any time fail, as required in this Lease, to take out, pay for, maintain or deliver the insurance policy provided for in this Lease, or shall fail to make any other payment or perform any other act on its part to be made or performed under this Lease, then Lessor, after ten (10) days written notice to Lessee, except when other notice is expressly provided for in this Lease (or without notice in case of an emergency), and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease, may (but shall be under no obligation to):

- (1) Take out, pay for and maintain the insurance policy provided for in this Lease; or
- (2) Make any other payments or perform or cause to be performed any act on Lessee's part to be made or performed as in this Lease provided.

(b) All sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any such act, together with interest thereon at the rate of nineteen (19%) percent per annum or such lesser rate as may at the time be the maximum rate permitted by law, from the respective date of Lessor's making of such payment or incurring of each such cost and expense, shall be paid by Lessee to Lessor on demand as if the same were Basic Rent hereunder (and nonpayment of which shall have the consequences as non-payment of Basic Rent).

13. **ASSIGNMENT AND SUBLETTING:**

No subletting or shared usage of lots is permitted. The Lessee may permit a person related by blood or marriage to share the premises if such person is also an active commercial fisherman subject to the same conditions as Lessee and provided Lessee notifies the Board of Selectmen in writing prior to such shared usage.

14. **EMINENT DOMAIN:**

(a) If the entire Premises shall be taken for public or quasi-public purposes, then this lease shall terminate as of the date Lessee shall be required by law to vacate the Premises and surrender them to the authority making the taking.

(b) If such portion of the Premises shall be taken so as to render the Premises unsuitable for the continuance of Lessee's use of the Premises in substantially the same manner as the same was being conducted immediately prior to such taking, then Lessee shall have the right to terminate this Lease by giving written notice to Lessor within thirty (30) days after receipt of Notice of Entry for purposes of effectuating the taking. If the costs of repairing or restoring the Premises after a partial taking is more than twenty (20%) percent of their value immediately prior to such taking, Lessor may, at its option, terminate this Lease by written notice to Lessee within thirty (30) days after the date of the taking.

(c) If the Premises, or any part thereof, shall be rendered untenable and this Lease is not terminated, the Basic Rent herein reserved or a just and proportionate part thereof, shall be suspended or abated according to the nature and extent of the taking from the date of such taking until the Premises shall be restored, and if after such restoration the Premises are smaller than they were prior to the taking or the utility thereof to Lessee is otherwise diminished, the annual Basic Rent shall remain in force.

(d) In the event of such taking, the proceeds thereof shall be payable to Lessor or Lessor's institutional first Mortgagee, if so required by the applicable terms of the mortgage, and Lessee shall have absolutely no right or interest in any award. Lessee

hereby irrevocably appoints Lessor as its attorney-in-fact for the purposes of collecting any such compensation award and dealing with all governmental authorities with respect thereto. This power of attorney is coupled with an interest and hence is irrevocable.

15. **DESTRUCTION BY CASUALTY:**

If the Premises are partially damaged or destroyed by storm, fire, lightning, earthquake or other casualty, but are still usable by Lessee for the conduct of its business in substantially the same manner as it was conducted immediately prior to such damage or destruction, the rental hereunder shall be adjusted to take into account the value of any leased space lost as a result of the damage or destruction. Said rental adjustment shall apply until the damage is repaired or the destroyed areas land or plot is restored by Lessor (if Lessor opts to effect such repairs or restoration). If the damage or destruction is so extensive as to render the Premises not suitable for the said conduct of Lessee's business, this Lease shall terminate thirty (30) days after the date of such damage or destruction, unless within said thirty (30) days, Lessor, by notice to Lessee, informs Lessee of its intention to repair or restore the Premises, in which event Lessor shall have sixty (60) days measured from the date of the damage or destruction to commence repair or restoration to render the said Premises tenantable. During the period of such repairs or restoration the Basic Rent hereunder shall be abated in its entirety, except to the extent Lessee is able to use the Premises, in which event the Basic Rent shall be adjusted to reflect such use. If the Lessor shall not commence repair or restoration within said sixty (60) days or shall not thereafter diligently pursue such repair or restoration to completion or shall not complete such repairs within one hundred eighty (180) days measured from the date of the damage or destruction, Lessee shall have the right to terminate this Lease by written notice to Lessor within fifteen (15) days after the expiration of either said sixty (60) or said one hundred eighty (180) day period or of the failure (which shall then be continuing) by the Lessor to diligently pursue such repair or restoration as the case may

be. If this Lease is not terminated as provided above, Lessor shall diligently pursue repair and restoration of any such damage.

16. **NOTICE:**

Any and all notices given or required to be given hereunder shall be in writing and delivered in hand or by certified or registered mail, postage prepaid, addressed to the parties as follows (or to such other address as may be substituted):

To Lessor: Town of Aquinnah
 Board of Selectmen
 65 State Road
 Aquinnah, MA 02535

To Lessee: Brian Vanderhoop
 267 Moshup Trail
 Aquinnah, MA 02535

Any and all notices shall be deemed to have been given when delivered in hand or when deposited in the mail as noted above.

17. **SURRENDER:**

The Lessee shall, at the expiration or other termination of this Lease, remove all Lessee's structures, improvements, personal property, goods and effects from the Premises, and Lessee shall deliver the Premises to the Lessor in the same condition as they were at the Term Commencement Date or as they were put in during the Term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of the Lessee's property from the Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

18. **QUIET ENJOYMENT:**

Lessor covenants and agrees with Lessee that, upon Lessee's paying the Basic Rent and observing and performing all the terms, conditions, and covenants on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease.

19. **INDEMNIFICATION AND LIABILITY:**

Lessee agrees at all times during the Term of this Lease and for such further time as Lessee occupies the Premises or any part thereof, to assume exclusive control of the Premises and all tort liabilities incident to the control or leasing thereof, and to defend, indemnify and save Lessor harmless from all injury, loss, claim or damage to or of any person or property while on the Premises, unless caused by the fault or negligence of Lessor or its agents, to indemnify and save Lessor harmless from all injury, loss, claim or damage, including reasonable attorneys' fees, to or of any person or property anywhere occasioned by any omission, fault, neglect or other misconduct of Lessee or anyone claiming under Lessee, or acting expressly or impliedly at Lessee's direction.

20. **PAYMENTS OF LESSOR'S COST OF ENFORCEMENT:**

Lessee agrees to pay on Lessor's demand all of Lessor's costs and expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of Lessee under this Lease.

21. **RIGHT TO RENEW:**

At Lessor's option, and provided that Lessee shall not then be in default Hereunder, Lessor may offer Lessee the right to renew this lease for one or more successive additional terms of up to five (5) years (the decision as to whether one or more lease terms shall be offered being that of the Lessor, which decision shall be at the Lessor's sole discretion), each subject to the following conditions:

(a) The new lease shall provide that the Lessee shall pay to the Lessor Base Rent at a rate to be set and determined by the Lessor, in Lessor's sole discretion, at the time that each such renewal term is offered and;

(b) Lessee shall be obligated to request a renewal of the Lease in each instance, and a new lease must be signed by the parties before the expiration of the preceding lease Term.

22. **MAINTENANCE:**

Lessee shall, at Lessee's expense maintain and keep the structures and improvements located on the Premises in good repair, order and condition.

23. **CONSTRUCTION:**

In construing this Lease, feminine or masculine pronouns may be substituted for those for neuter form and vice versa, and the plural for singular and singular for plural in any place where the context may require.

24. **GOVERNING LAW AND SEVERABILITY:**

This Lease shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In the event any provision of this Lease shall be determined to be invalid or unenforceable under applicable law, such provision, shall, insofar as possible, be construed or applied in such a manner as will permit enforcement; otherwise this Lease shall be construed as if such provision had never been made part hereto.

25. **HEADINGS:**

The headings used herein are used only for convenience of reference and are not to be considered a part of this Lease or to be used in determining the intent of the parties hereto.

26. **BINDING EFFECT:**

This Lease shall be binding upon and inure to the benefit of all administrators, executors, personal representatives, heirs, successors and permitted assigns, including all

permitted sub-tenants of the parties hereto. Each permitted sub-tenant or assignee shall as a precondition to Lessor's Lease, execute such written instrument(s) as Lessor shall reasonably require evidencing his agreement to be bound by each and every term of this Lease, provided that such an agreement shall not, unless specifically provided, operate to release Lessee from his obligations hereunder.

27. **ENTIRE AGREEMENT:**

This Lease consisting of Sections One through Twenty-Six, including any attachments hereto, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, as of the day and year first written above.

LESSOR: THE TOWN OF AQUINNAH

By: *Brendy M Wright* 5/22/13
Selectman

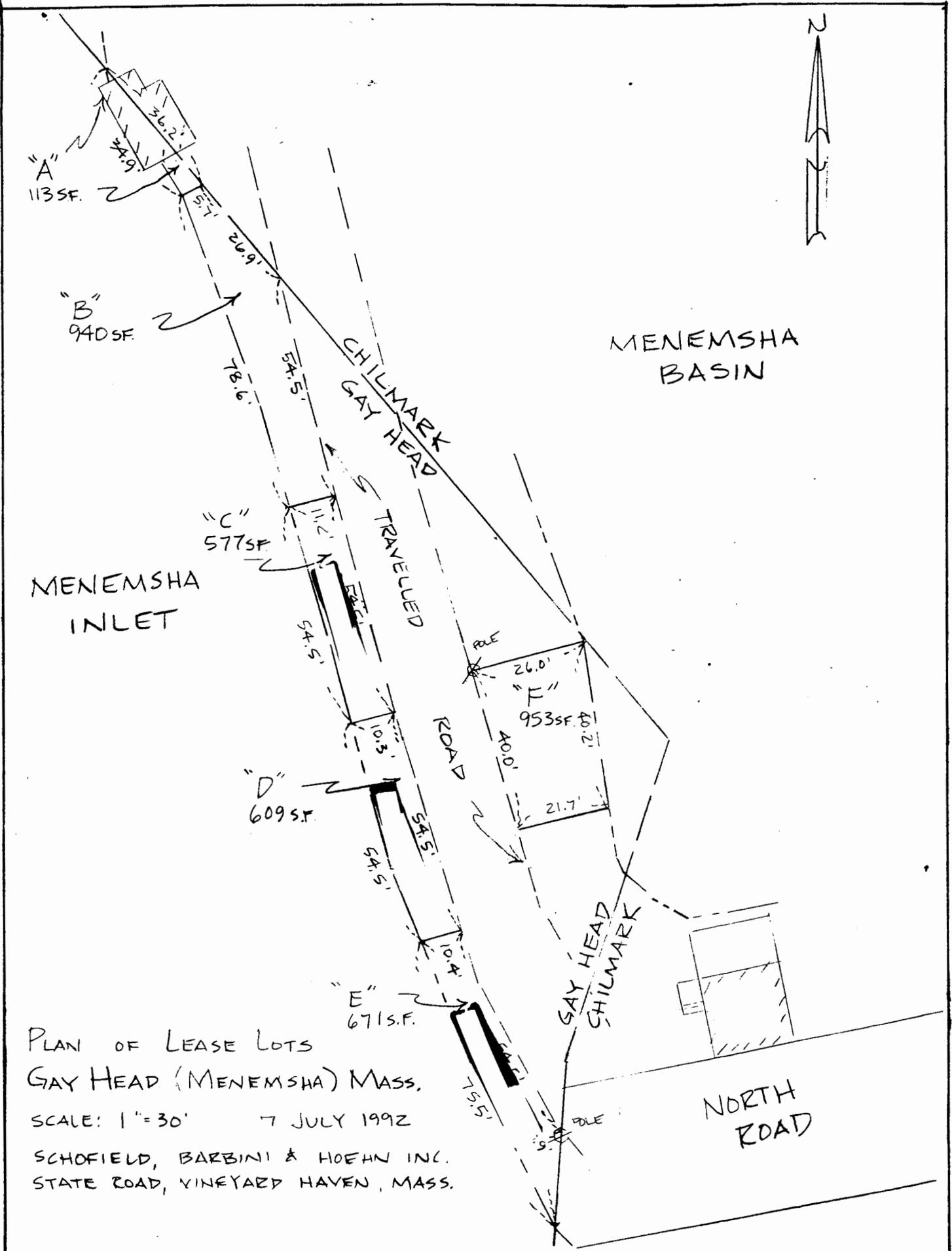
By: *Jim Newman*
Selectman

By: *Spencer Booker*
Selectman

LESSEE:

By: *Capt Brinn F Vanderhoop* 5/24/13

By: *Capt Brinn F Vanderhoop*
10 Old South Road
Aquinnah MA. 02535

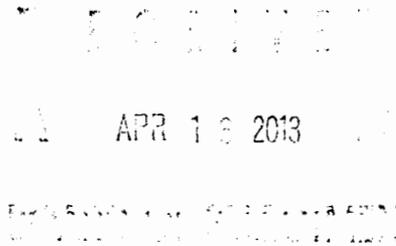


PLAN OF LEASE LOTS
 GAY HEAD (MENEMSHA) MASS.
 SCALE: 1" = 30' 7 JULY 1992
 SCHOFIELD, BARBINI & HOEHN INC.
 STATE ROAD, VINEYARD HAVEN, MASS.

Susan and Lynn C. Murphy
P.O. Box 61
8 Rumpus Ridge Road
Chilmark, Massachusetts 02535

April 15, 2013

Board of Selectmen
Town of Aquinnah
65 State Road
Aquinnah, Ma. 02535



Dear Board Members:

We have received your letter dated April 10th regarding the conditions of our lot in Menemsha. We have been waiting for better weather to remove the barge, and we hope to begin that project shortly.

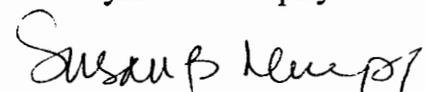
Our family has given a great deal of thought to this, and we have concluded that the highest, best use of our lot in Menemsha would be for us to terminate our lease at the end of this term's one year segment on June 30, 2013. This would give us ample time to remove our property from the lot.

Our dock was permitted by the State in 2005. We still have 23 years left of a thirty year term. If the new tenant is interested in our dock or the building, please have him or her contact us at 508-645-2883 as soon as possible so that we can negotiate the sale of the dock and/or the building.

Please call us at 508-645-2883 to let us know if this plan meets with your approval.

Respectfully,


Lynn C. Murphy


Susan B. Murphy

COMMUNICATIONS SECTION
MAY 1 2013
BOSTON, MASSACHUSETTS

Honorable Selectmen,

April 29, 2013

I am writing you to express my desire to Lease from the town Lot "F" the lease lot that Lynn & Susan Murphy hold until July 1st. I own a charter business that I intend to run from the Lot "F" location and I hold Commercial licenses from the State of Massachusetts they include; For Hire Boat License, Striped Bass, Scup, American Eel, and Dogfish. I'm also a commercial shellfisherman I currently hold a commercial scallop license and a commercial shellfish permit for softshell clams, quahogs, razor clams and oysters, all of which I intend to fish for while leasing this lot.

As of right now the lot is a mess, but I intend to repair the building; replace windows, reshingle, and replank the dock and make it look nice around the building.

Thank you for your consideration,

Capt. Brian Vanderhoop
Capt. Brian Vanderhoop