

PARCEL 1, PARCEL 2

100 YEAR LEASE EXPIRES 9/6/2050

PARELY, TAKEL

99 YEAR LEASE EXPIRES 9/1/2050

LEASE

Dated 250 6. 1950

wealth of Massachusetts, Lessee, for the purpose bounded and municipal hereby LEASES to the parcel The Cape corporation, of the of described Cod beach Company, and upland situated in said Inhabitants S follows: മ Massachusetts County of the of Dukes Town corporation, Of County Chilmark and Chilmark, of a in the Commonpublic Lessor,

Regis tration shown Parcel on Subdivision Plan 2081F filed with Dukes l, Records. North of Town Road Lot and being County α part of Lot

Town premises; Road or 45 Beginning at the northwest Landing Ø concrete and at corner the westerly of bound on the land of the corner shore lessee of of the Squibnocket known as described

40 known as the g point concrete Thence qo Z Squibnocket the 570 bound 541 玉。 center line near Road, bу the westerly other of said way; and in land of the same side of the a traveled way le ssor direction 114.14 12.68 feet feet

to point; S 410 43' E by the center line of said way 59.02 feet

line of the Then ce center said Town Road in a line curve 0f said to the right lot way of the lessee; about of 102.50 feet 60.00 feet to the radius, nor therly still

feet to the Thence concrete N 79° 581 W by bound at the said land of the lessee about 174.10 point 20 place of beginning.

Registration Subdivision Records. East of Plan the 2081F Town Road Lot filed with and being Dukes County Ø part Land O.F

northwesterly northeast southerly Beginning side corner corner act 0 H 0 H മ B the stone wall at stone of Town t he bound buried described Road Lot land of the of premises; ni the the lessee lessor, ground and at no at

last wall bedstone 64.40 feet Then ce Ø 910 in said to 071 玉 b drill hole wall; ьу the southerly in the southeast face of the corner said stone of the

40 ω concrete Then ce ß 800 bound set 101 团 near still the bу land edge 0f of the the cliff; lessor 41.17 feet

40 cliff; ω drill hole Then ce S 710 in the 531 团 top of still ьу a large land of boulder the lessor at the 32.35 foot feet of the

the to the waters Thence shore of S of the 360 said Ocean; 301 Atlantic Ocean and H still ъу land of in the the lessor same direction about 85 40 feet

130 Thence to land about 0 f southwesterly t he lessor; ьу the waters Of, said ocean about

the southeast Thence Z 36° corner of 301 W the said Town Road by land of the lessor Lot of about the lessee; 165 feet to

the burie d Then ce s tone Z 100 bound at 2 H by the the point said Town TO place Road Lot of beginning. 50,00 feet to

said the premises commonly premises The Chilmark used and Lessor any for άÌ the reserves said a11 other right purposes Chilmark roadway which may to for use the for the benefit which ways existing be 0 f its constructed roadway are other Mou crossing or land across hereafter

Q fter TO HAVE date AND 5 he reof HOLD for the term of one hundred years from

- Two IV. acknow ledged Thousand TOING by the Lessor. (\$2,000.00) Dollars and PAYING 0 S rent 1the g the receipt entire whe reof te. ULL the Z. hereby 3 O.f.
- that H during Consideration the term of the hereof:foregoing lease ~ the Lessee COVENAMES
- 1. It will ass of every kind w premises after expiration of t ill assume kind which which r the the and pay all the come and pay become a date of this term thereof; and <u>all</u> B taxes lease and lien and assessments upon the demised before the
- 2. It was against will hold harmless liability for acc accidents and indemnify the dents occurring the gon Lessor the premises
- in the their the Se beach for ch for those p the Town of Ch ir tenants, fa Selectmen of premises chilmark (permanent or temporary) a families, guests, and employees to of said Town shall have issued perm will bе us e d S and for 0 bathing permits and of whom abod
- area covered by this l T+ l maintain signs ind lease, the persons kind of use he rein indicating entitled authorized; to
- and the ocean, and will not permit any mother than fences) between the beach except as may be required by laserect and maintain such fences as may be necessary to prevent such motor vehicles onto the beach from the upland. ection of any buildings or) between the travelled rope mit any motor vehicles or quired by law, and will as as may be reasonably or vehicles from driving rond
- for for use properly supervise the usprevent any offensive or improper nuisance to be committed thereon; during which se the use of บร e the beach the beach thereof or 20 and ST open
- 7. It will condition premises; wi 11 ll keep th and the premises any strip and a]] improvements g waste of in good
- make the It will not assign it: any sublease without Lessor's written appr approval. it s first obtaining Lessee no each he reunder occasion 20
- VI. Lessor grants 0 the Lessee the following options
- (1) the Dollar tugi. († (1) the 0 pur chase expirat ion of the demised t he term premises of this for lease the mns subject of

laws, the 40 termina provisions provided District beginning 4 the ther the entire character this ti ordinances, expiration buildin te period t m t O H 0 f this lease ц extended term shall be expressed the the writing, which a this PU of lease and shall County extended of one rules lease zoning 0 Ct herein, the 5 duly then hundred O f any to and original shall term; Duke s be laws, be acknowledged regulations, time. O paid xcept years nr then County. force, H and One term by the Said any, be tha t noqu (3) Dollar of in 0 and rights an d and a11 the the for ce; this Lessee extend file right an y a11 the payable additional lease, shall a unpaid he reunder other covenants said ni (2) the t 0 34 the рe provided cance term governmental rent taxes the exercised Re right and gis and for try

shal VII election the determined domain, rights interest created บรе lease be PROVIDED ALWAYS t o and ьу permitted may may taken damages as shall reason the have be though ъу mad e damages terminate any hereby had been divested; of, to said this any notwiths tanding tha t exercise recoverable such premises lease at in case never the exercise of had and the ele ction and said occurred. bу never the that right the the of the premises, Lessor rese the existed of Lessor leasehold of right the Lessor's eminen t and or. Lessor, shall of rves ਜ਼ any S reby entire domain eminent ර්ල all part though which the reof

may ninety Tur hereunder, Lessor ther be Ιf days stating shall. reasonably that the the after have su ch Lessee ct Lessor ਰ such mailed by required default nature shall may mailing terminate shall of fail to registered mail the correct or within ton to Lessee's observe have this such such been lease default any default written furthe corrected . 0 provided that \mapsto its and notice H do period provided within ligations 01 ខ្លួន the the

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

ings before any competent court. Any dispute arising bereunder shall be determined рy proceed-

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

The Cape Cod Company

Talok Hernton

Inhabitants of the Town of Chilmark

Royana C. Marsham

COMMONWEALTH OF WASSACHISETTS

Suppola ss.

Sept 6 1950.

personally appeared the above named

be the free act and deed of The Homelenne and a cknow ledged the foregoing instrument Cape Cod Company, before me,

My commission expires:

My Commission Papiers

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 corporate poration, 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.

s to which this presented to this

certificate And I further cel And certify that the lease s the lease which was I

meeting.

Holmbaro

LEASH

Dated Sept 6. 1950

wealth hereby bounded the parcel The corporation, 05 LEASES and Cape Massachusetts, Of described Cod beach and to the Inhabitants Company, of as the upland situated follows: Lessee, County B Massachusetts Of of for the Dukes the in said Town of purpose County corporation, Chilmark Chilmark, Of uţ the Ø public Commonand B park,

Registration Records. Parcel on Subdivision S South of Plan the 2081F Town Road filed Lot with Dukes and being County B part Land Of Lot

lessor; known as eginning the Town Road at the Lot southeast and at corner æ westerly of the corner land of of land the lessee Of the

the waters shore Thence of the of S the 36° said Atlantic 301 ocean; Ţ ру 0cean land and of the u; the lessor same about direction 165 feet to the to

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

boun marking d distant Thence the Z southerly 25° about 591 58 W by corner feet land of the from Of land the shore of the said of lessor lessor; said to ocean æ concrete and

bound Thence Z 110 361 S bу Parcel 4, 108.27 feet 0 Ø concrete

other land concrete Thence said of bound set N Pond; the 41 c 361 lessor, no × the still and shore by in the the of said the same direction said Parcel Squibnocket 4 99.93 to the Pond feet waters at to

lsured Thence along Z 190 the 441 shore, Ø ру to the waters the said Town Road Lot of the said pond of 63. the 77 lessee feet

east same directi corner S Of non 790 162.54 the 581 same H feet at to the ьу the the shore point said of Or Town the place said Road 01 pond Lot beginning to and the in

Parc el 4 Unregistered land 8 uthwes + 0 1 4 arce CN

ner quibnock ther Of Beginning ly Parcel 0 corner ct Pond CN at B at of is the 1 other the ct Ħ C 0 oncre de 0 S land S cribed the te Of bound shore premis the no 01 H 0 the 08 SS the or W S hor 8 B ٠٠ + 0 0 the pond of the southerly an 0 CO aid 20 ct th 00 0

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8 C 0 ncre Thence te bound CO 11 C at 36 \vdash and H 23 0 4 1 H the H ру 10 the S or sai d d arc 0 S 4 80 27 ↦ 0 0 ct to

the la 0 0 0 onc Thence of re Д 0 te ginning Z bound 23 0 C no 9 -V th by 0 shore and 0 Of + th the 0 23 Ø said 00 id pond 1e SSOP B ct 201 the 12 od in 1 0 + 0 4 20 0 0

- mi Chi S2 (D lsed CQ 0 and O Ľ, The for Ø any aid the Lessor 81 0 Chilmark ther right purposes reserv roadway to use 68 for 13 which or the whi ch the exi may ways CO bene ti ng. ре fi 8 re roadway construc ct 0 mom H ۳ cts Or C ted ross 0 hereafter ther acro ing ٢ and CO the C th commonly premi 0 I pr w 8 id
- TO HAVE AND TO HOLD until June \vdash .95
- One IV. th Le D ollar SS IELDING 07 **←** H and 00 _ PAYING the rec SB e 1. rent pt whe for 4 0 Ö the 1 1 S enti he reby .re term acknow the H ledged sum 0 by
- tha . uI during Considerati the term on hereof Of, th 0 1 20 0 0.0 dng \vdash 0 8 S 0 the Le מז CO 0 Ö 0 OVENANTS
- 1. It will assume as of every kind which a premises after the deexpiration of the te and pay all the hay become a date of this term thereof; term taxes s a lien s lease and upon and b assessments on the demise d before the ed
- 2. It wises; 3 will hold harmless and in the liability for accidents indemnify ts occurrin ng the no Le SSOP
- beach in the their the 3 the The Se he premises for those p le Town of Ch tenants, lec tmen se persons having a bona if Chilmark (permanent or to families, guests, and encof said Town shall have i 0 will for a bathla fide place r temporary; employees t e issued per place bathing permit: to and 01 whom abode
- ar rea 0 the same, I t will erect and d by this]e, and the lease e kind maintain of us signs indicating the persons entitled use herein authori authorized the 0

- 5. It will not structures (oth and the ocean, onto necessary the erect beach the and Q maintain to preven to prevent such beach fro except l not permit to (other than fean, and will as may t such t not permit any in the required by the fences as the chimal market. the erec fences) l not per ch motor upland; vehicle: ре any buildings of the travelled resonably less from driving dings (elled)
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- nuisance prevent 40 or use will at all times during wis properly supervise the us any offensive or improper e to be committed thereon; use which use of use the beach the beach thereof or Or and any CO go en
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- 000 0 ∞ ř casion mak 0 Wi any the H sublease Lessor's not assi gn ζŊ m its interest without first Wri tten approval. t as Le Le in Ss CO 00 0 0 no hereund 0 ach 0
- D, 0 fo \$9 0 1 H emi N H thi 000. Or re B CO The 0 D term æ Jun S 00 ct da Lessor its 0 ct -Such Of 0 noqu ٣ betwe 99 ast 195 option grants the 4 ears en usual by the same snm fo dB to plac Ø 7 election + ame the terms the bе 0 parti Lessee of exercis sum and busi in 0 of condi an ne writing covering Two ed option S no .tions Thousand + 18 addr ter the B 4 in 0 essed 8 7 4 unoth ad Do enew han llar jo in 0 to H 4 th 0 in CO the 2 9 0 CO ay 00 1e 88 0
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Th 0 Cape 0 0 2 Company

By Inhabitant Ralph Hornblower Ø Of 4 he Town Pre Of sid Chilmark

Ву Roger Allen

J en Herbert jamin 0 Ę Mayhew, lander Jr

Selec tmen

0 OMMONWEALTH 0 H MASS ACHUSETTS

uffolk CO (A

O ep 4 0 1950

Public cknowledged The Then Cape My personally commission expires: Commission Expires F Cod the foregoing appeared instrument Feb. the me abov 4 16, Timothy 0 8 1951 name be the J Q, Notarial 0'Keefe Ra free lph Hornb Ø Seal Jr ct and lower Notary deed and

acting, 1.
VOTED: Board o on chusetts corporation, hereby cervity coard of Directors duly called and held n September 6, 1950, at which meeting cting, it was unanimously VOTED: That Ralph Hornblower, the corporation, be and he her in the name and behalf of seal with the corporate seal with the corporate seal with the rame of the Town Holmberg, Clerk or tion, hereby certify duly called and hel which meeting held in Boston, of The that B quorum was Cape t at s æ Cod Company, a Mas meeting of the ton, Massachusetts, Cod present and Mas O

te seal and deliver to the the President eby is aut authorized rporation of S

S Ø 4 And I : has just further cer d is the lea certify that the lease which was been presented the presented lease seal and del of Chilmark to this meet to mark ...
meeting.
hich this c certificate

which

0 orporate Seal

Margueri te

Holmberg Clerk

HB 14 Edgartown, Mass., received and ente 0 4 , Sept. 22, 1950 at ered with Dukes Cou Philip J. Norton Jounty Deco at \vdash o'clock Book 45 219 minute Page

rue CO Attest:

Register

EGISTAS P. SEL 52 1930

JEOSIASE - GRANGES CONNEX OF PURKES COUNTY

SEGETALTION BOOK 6 1740E 259 TOLOR CERTIFICATE NO 1056

September 22, 1950

COPY

Doc. #2671 HECISLEHED PAND