

**LICENSE AGREEMENT
FOR SOLAR SHELLFISH HATCHERY**

This LICENSE AGREEMENT (hereinafter "License") is executed this 16th day of February, 2016 by and between the TOWN OF TISBURY, acting by and through its Board of Selectmen (hereinafter referred to as the "TOWN"), and Martha's Vineyard Shellfish Group, Inc., a Massachusetts non-profit corporation with an address of P.O. Box 1552, Oak Bluffs, Massachusetts 02557 ("LICENSEE").

WHEREAS, The TOWN is the owner of record of a certain parcel of land located in the Town of Tisbury, shown as Lots 12 and 15 on Land Court Plan 8030J, filed with Dukes County Registered Land Section of the Registry of Deeds in Book 20, Page 80 (hereinafter "Premises");

In order to further the preservation and use of the natural resources of the TOWN and the other towns on the island of Martha's Vineyard, the TOWN hereby grants to the LICENSEE a right of entry and license to construct and maintain all structures on said parcel including and known as the Solar Shellfish Hatchery, the office, the pilot hatchery, the stairs, the dock and gabion revetment (the "License Area"), at LICENSEE's sole cost and expense, for the propagation of shellfish, subject to the following terms and conditions:

I. USE, PURPOSE

Entry and use are limited to the License Area. The purpose of the License is the propagation of shellfish by means of a solar hatchery, and pilot hatchery, as stated above.

As appurtenant to the use of the license area, the LICENSEE shall have the right to park motor vehicles in such parking areas at the Premises as are established by the TOWN and have the right to travel by foot, in common with others lawfully entitled.

The LICENSEE shall also have the right to tie into the existing water service and the existing utility lines at the Premises and to run pipes or wires over the Premises in order to so connect. However, the TOWN makes no representation as to the operation, presence or adequacy of any utilities at the Premises, and the TOWN has no obligation to supply any particular utilities to the License Area.

The construction of the, Solar Shellfish Hatchery, the office, the pilot hatchery, the stairs, the dock and gabion revetment or any re-construction or utilization of the existing hatchery facilities shall be in accordance with all of the rules and regulations of the Town of Tisbury, the Martha's Vineyard Commission, and all state and federal law. All work in the License Area shall comply with the applicable provisions of the State Building Code and State Plumbing Code.

Further, this License and all rights of the LICENSEE hereunder are specifically dependent upon the issuance to the LICENSEE of all permits, if any, which are required to undertake the permitted use in accordance with all applicable laws, regulations and governmental requirements.

II.**CONSIDERATION**

As consideration for the license rights granted hereunder, the LICENSEE shall pay the TOWN the sum of \$1.00 per year.

III.**INSURANCE**

During the period this License is in effect, the LICENSEE shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in an amount acceptable to the TOWN, which shall not be less than \$1,000,000, and in an amount sufficient to support the obligations of the LICENSEE under the terms of this License.

IV.**CONDUCT**

During the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself so as not to interfere with the operations of the TOWN on and about the Premises. The LICENSEE shall at all times carry out the permitted use in accordance with all applicable laws, statutes, bylaws, regulations, permits, licenses, orders and requirements of governmental authorities and in accordance with all requirements of its insurance policies.

The LICENSEE shall not make or suffer any waste of the Premises.

TOWN shall have the right to make reasonable inspections of the License Area to confirm the LICENSEE is operating in conformity with all existing laws and that the use of the License Area by the LICENSEE is, to the extent applicable, in substantial conformity with the LICENSEE's "Coastal Energy Impact Program."

V.**RISK OF LOSS**

LICENSEE agrees that it shall use and occupy the License Area and the appurtenant areas of the Premises at its own risk, and the TOWN shall not be liable to LICENSEE or any person or volunteer acting at the direction of, or with the consent of, LICENSEE or any of LICENSEE'S employees, agents or contractors for any injury or death to persons entering the License Area or the Premises in connection with the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the LICENSEE, or any of LICENSEE'S employees, agents or contractors, except if such injury, death, loss or damage is caused by the willful act or gross negligence of the TOWN, or its employees or agents. LICENSEE shall require all persons participating in any work in, for or about the License Area to sign an acknowledgment of these provisions.

VI.**INDEMNIFICATION**

LICENSEE agrees to indemnify, defend and hold harmless the TOWN against any claim by any person for any injury or death to persons or loss or damage to property relating in any

way to LICENSEE's exercise of its rights under this License. The provisions of this paragraph shall survive the termination or revocation of this License.

VII. TERMINATION and REVOCATION

This license between the TOWN of TISBURY and the Martha's Vineyard Shellfish Group, Inc shall be valid for the duration of 6 months until a full lease is signed.

This License shall be revocable by the TOWN upon written notice of revocation at least one hundred and eighty (180) days prior to the termination date stated above. In addition, this License shall terminate by its own terms upon the cessation of the LICENSEE to occupy and operate the Solar Shellfish Hatchery or by the cessation of operations by the LICENSEE in any capacity or by the insolvency, bankruptcy or dissolution of the LICENSEE.

Upon termination of the License, or revocation by the TOWN, the LICENSEE shall, if so directed by the TOWN, remove from the License Area and Premises any structures, attachments or fixtures or such portions thereof as the TOWN may specify, and restore the Premises, as near as possible, to the condition they were in at the start of the License.

VIII. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto in order to be effective. The LICENSEE shall not assign this License without the written approval of the TOWN.

IX. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town:	Board of Selectmen Town Hall P.O. Box 1239 Tisbury, MA 02568
LICENSEE:	Martha's Vineyard Shellfish Group, Inc. P.O. Box 1552 Oak Bluffs, MA 02557

Copies of all notices given to the TOWN or LICENSEE shall be given, in the case of the TOWN, to the Tisbury Conservation Commission and, in the case of the LICENSEE, to the Shellfish Constable for the Towns of Chilmark, Aquinnah, Oak Bluffs, Tisbury and West Tisbury.

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

X.

NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the Premises, but only the limited right of possession and use as hereinabove stated.

XI.

EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this License.

XII.

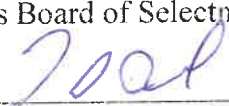
GOVERNING LAW

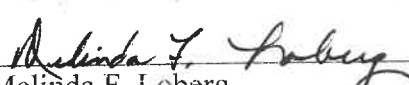
This License shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

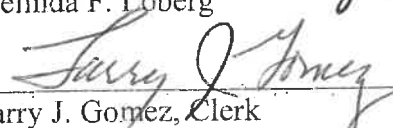
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed by their duly authorized representatives, on the date first indicated above.

TOWN OF TISBURY


by its Board of Selectmen


Tristan R. Israel, Chairman


Melinda F. Loberg


Larry J. Gomez, Clerk

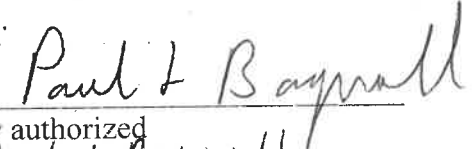
Approved by:
TISBURY CONSERVATION COMMISSION


Thomas Robinson, Chairman

MARTHA'S VINEYARD SHELLFISH GROUP,
INC.

by

duly authorized


PAUL L. BAGNALL

printed name and title