

September 10, 1959

To - The Executive Committee  
Rochester Yacht Club

Four boat owning members of the Club - Ritter Shumway, Frank Shumway, Russ Hay and Arthur Hughes - would like to construct on the Club property a steel building to store our boats. The project which we have in mind is to construct a steel building identical to the building which is now owned jointly by the Club and by Mr. Walter Todd.

The new building, which will be 100 feet long by 28 feet wide, will join the present steel building on the north side and will cover the two pairs of boat storage tracks to the north of the present building.

The entire cost of constructing the new building will be borne by the above mentioned group and we request permission of the Executive Committee to carry forward the project under the following conditions:

- 1) The members storing their boats in this new building will pay to the Club their usual charges for winter storage plus 10%.
- 2) Ownership and rights to store in this building will vest in the above group of members as a group. In the event that any of the above members is unable to use his proportionate share of the building, he will have the right to sell his proportionate share to another boat owning member of the Club with the approval of the Executive Committee at any time during the next five years. After the five-year period his ownership and rights in the building will not be transferable.
- 3) The proportionate ownership of the building will revert to the Rochester Yacht Club upon the death or resignation of any owning member.
- 4) In the event that an owning member is unable to use his proportionate share of the building during any winter season he will at the earliest opportunity notify the Property Committee and the proportionate share of the building will be available for the Club's use or to rent to another member of the Club for the benefit of the Club.
- 5) During the season when boats are in the water, the Club, through its Property Committee, may use the building for storage or for housing of boats for repairs provided that the space is cleared and made available at haul-out time.
- 6) The group will agree to maintain the building adequately painted and in adequate state of repair without expense or responsibility to the Club.

Respectfully yours,

---

---

---