1874E

JHH Contract No. C3a-3746

REVOCABLE LICENSE FOR THE USE, FOR THE OCCUPATION OF A DWELLING HOUSE, OF A PORTION OF THE LIGHTHOUSE RESERVATION AT BLOCK ISLAND NORTH LIGHT STATION, RHODE ISLAND

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WHEREAS, The United States Lighthouse Reservation at Block Island North Light Station, located on Block Island, State of Rhode Island, is under the control of the Secretary of Commerce; and

WHEREAS, The certain piece or parcel of land hereinafter referred to, being a portion of the above named reservation, is not now used or needed by the Lighthouse Service for Lighthouse purposes; and

WHEREAS, Mr. O. A. Littlefield of Block Island, Newport County, State of Rhode Island, has made application to use and occupy a certain piece or parcel of said property on which is located a dwelling house owned by him, and

WHEREAS, The dwelling referred to was inadvertantly erected on the Lighthouse reservation by the builder and original owner who was an employee of the United States Coast Guard, it having been his understanding at the time of erection that the site on which the dwelling was located was a portion of the Coast Guard Reservation, it having been the custom of the Coast Guard Service to permit the construction of such private living quarters on Coast Guard Reservations; and WHEREAS, after the dwelling was subsequently sold to Mr. O.A.Littlefield, who was stationed at an adjacent Coast Guard Station, it was discovered that it was located on the Lighthouse Reservation, and not on the Coast Guard Reservation;

NOW, THEREFORE, This agreement made this 17th day of May 1934, by and between the Assistant Secretary of Commerce, for and in behalf of the United States of America, party of the first part, and Mr. O. A. Littlefield, party of the second part:

WITNESSETH, That the said party of the first part does hereby grant to the said party of the second part, subject to the conditions and for the consideration hereinafter mentioned, the exclusive privilege of using, for the purpose above mentioned, a certain piece or parcel of land, approximately thirty-five by twenty-seven feet situated in the vicinity of the Coast Guard Station, at location indicated in red on blueprint No. 1185, marked "Survey of Reservation at Block Island Light Station, R. I.", attached hereto.

To use and occupy the said parcel of land for the purposes aforesaid for a term of five years, commencing on the first day of May in the year one thousand nine hundred and thirty-four, and terminating on the thirtieth day of April in the year one thousand nine hundred and thirty nine, unless the same shall be previously revoked as hereinafter provided.

The property owned by the United States at the above mentioned reservation is well defined and clearly established. The location of said property as is covered by this revocable license is stated herein, and beyond this, the party of the second part must use the privileges at his own discretion and upon his own responsibility. The United States will not defend any lawsuit which may arise as a result of this license, and in case of dispute, the United States will do nothing further than to furnish the licensee with certified copies of all papers needed to establish the property claims of the United States.

AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

1. That the said party of the second part will pay in advance to the said party of the first part, as a consideration for the use and occupancy of the said site for the purpose hereinbefore stated, for the period herein specified, the sum of One Dollar ($1.00) per annum, for the period from the first day of May, one thousand nine hundred and thirty-four, to the thirtieth day of April, one thousand nine hundred and thirty-nine, or the total sum of Five Dollars ($5.00) for the whole term specified.

2. That the said party of the second part will not sublet the privileges herein granted or assign this license to any party or parties whomsoever, without the written consent of the Secretary of Commerce; and will use and occupy said site for the purposes hereinbefore stated only.

3. That this license shall be subject to revocation by the Secretary of Commerce at his discretion at any time prior to the expiration of the term for which it is made.

4. That the use and occupancy of these premises by the licensee will in no way interfere with the right of the Lighthouse Service to establish and maintain post lights or other aids to navigation at any point on the reservation or with its right of way over and access to said premises at all times.

5. That all buildings or structures of any kind which may be erected by the licensee during the said term of this license upon the ground licensed, together with any other property of whatsoever kind placed thereon by the licensee, shall be removed within two (2) months from the date of the expiration of this license or within two (2) months from the date of receipt of notice of revocation, and the grounds shall be left in as good condition as when occupied by the licensee. All such buildings or structures, or other property not removed within the limit of time mentioned shall become the property of the United States.

6. And the said party of the second part agrees with the party of the first part that on the last day of the term of this license, or if it is otherwise revoked as herein provided for, said parties of the second part shall and will peaceably and quietly leave, surrender and yield up unto the said party of the first part, all and singular the said premises.

In witness hereof the said party of the first part and the said party of the second part have hereunto set their hands and seals the day and date first hereinbefore written.

Signed and sealed in the presence of:-

(Name) .....

(Residence) Washington, D.C.

(Name) .....

(Residence) .....

UNITED STATES OF AMERICA

(Signed) E. Y. MITCHELL

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Assistant Secretary of Commerce

(Name) S. L. Rathbun

(Residence) 1741 F St. N.W. Washington, D.C.

(Name) Frank L. Hunter

(Residence) 1491 Fairmont St., N.W. Washington, D.C.

O. A. Fillefield