SUPERINTENDENT OF LIGHTHOUSES
AUG
3 NO

Contract No.C3a-4539

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

1874E Enclosure

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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.Eugene L. Rose of Block Island, Newport County, State of Rhode Island, has made application to use and occupy a certain piece or parcel of said property for fishing purposes,

NOW, THEREFORE, This agreement made this first day of July 1937, 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.Eugene L. Rose, 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 occupying, for fishing purposes only, a portion of said lighthouse reservation asshown on Sheet No.1 of Drawing No.6041, filed in the Office of the Superintendent of the Third Lighthouse District, Staten Island, New York, said parcel being marked "Lot No. 3", and is described as follows:-

The westerly boundary is the line determined by stone monuments I and II and is 50 feet long. The northerly boundary is a line at right angles to this line, and extends northeast 175 feet to mean high water. The southerly boundary is also at right angles to the line of the stone monuments I and II and extends northeast 175 feet to mean high water.

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 July in the year one thousand nine hundred and thirty-seven and terminating on the thirtieth day of June, in the year one thousand nine hundred and forty-two, unless the same shall be previously revoked as hereinafter provided.

R. I. # 2

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 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 purposes hereinbefore stated, for the period herein specified, the sum of Ten Dollars ($10.00) per annum, for the period from the first day of July, one thousand nine hundred and thirty-seven, to the thirteith day of June, one thousand nine hundred and forty-two, or the total sum of Fifty Dollars ($50.00) 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 the party of the first part reserves a right of way across said premises for a distance of twenty-five feet above high water for all traffic.

6. 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.

7. That all buildings or structures that are now or may hereafter be placed on the premises shall be located at least twenty-five feet above high water mark, and shall be placed in such locations as not to be conspicuous from the water.

8. 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 peacably 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) Mary C. Donohue
(Residence) Chesterton Hotel, Washington, D.C.

(Name) E. Katharine Meiser
(Residence) #39 Ingraham St. Washington, D.C.

UNITED STATES OF AMERICA

Assistant Secretary of Commerce

(Name) Lycurgus Negus
(Residence) Block Island R.I.

(Name) Robert G Rose
(Residence) Block Island R.I.

Eugene L. Rose