Lease No. DTCG-Z75130-88RP-110L

UNITED STATES COAST GUARD
HISTORICAL PROPERTY LEASE

THIS LEASE entered into under the provisions of 16 USC 470h-3 between the Block Island South East Light Foundation, a not for profit corporation, incorporated in the State of Rhode Island, Town of New Shoreham (the "Lessee") and the United States of America (the "Government") consists of this part, the special provisions incorporated by Article 7 of this part, any Exhibits as stated attached, and the general provisions of Part II of the Historical Property Lease.

1. LEASED PROPERTY: Under the terms and conditions of this lease, the Government leases to the Lessee the following described property of the Government which is listed on the National Register of Historic Places (the "Leased Property"):

All that certain lot, piece or parcel of situate, lying and being at New Shoreham, County of Newport, State of Rhode Island, more particularly described as follows:

A certain tract of land, situated in the South Easterly part of said Town of New Shoreham, designated on the plot, drawn by G. N. Weaver and hereto annexed, as "Light House Site", bounded, Northerly by land of Freeman M. Milikin, Easterly by lands of Herbert Milikin and Freeman M. Milikin, Southerly by low water mark, and Westerly by land of John R. Paine and his sons, Ray and Edward S. Paine, and surrounded on three sides by a stone wall, containing ten acres more or less, the same being the tract of which the grantor acquired title by deeds as follows, viz a deed from Simon R. Sheffield, dated February 16 AD 1854 and recorded in Book 12 Page, 562 of the land records of said New Shoreham, a deed from George G. Sheffield, dated July 2 AD 1872, and recorded in Book 14, page 5113 of said records, and a deed from said George G. Sheffield dated February 26, 1873, and recorded in Book 14, Pages 511 and 512 of said records, together with all the ways and rights of way to pass and repass on foot and with horses, cattle, carts, carriages and teams at all seasons of the years from said tract to the public highway, referred to in and conveyed by said last mentioned deed all of which said ways are also delineated on said plot as ordinarily traveled, though such rights of way are not intended hereby to be necessarily confined to the precise ways so delineated, and also together with all other ways, rights of ways, privileges and appurtenances to said tract in any wise appertainint or belonging.

Together with all buildings and improvements located on the property and the appurtenances belonging to the property, except the active aids to navigation as defined in paragraph 5 of the Special Provisions.

ENCLOSURE (3)

2. TERM: The term of this Lease shall be for a period of 30 years to begin on July 1st 1988 and end on July 1st 2018 unless sooner terminated in accordance with the termination clause in this agreement.

3. RENT: No monetary rent will be paid. As consideration Lessee agrees to preserve and maintain the Leased Property at Lessee's expense within the terms of this Lease.

4. PURPOSE AND USE: The sole purposes and uses of this Leased Property is, without prior written approval from the Government for any other purpose or use: to occupy and establish an exhibit on lighthouse history open to the general public.

5. CONDITION REPORT: A material condition report covering the Leased Property dated May 13, 1988, has been prepared by the Supervisor, Shore Maintenance Detachment, New York. This evaluation is incorporated in this Lease by reference and made a part hereto. The Lessee and Government agree that this evaluation reflects the present condition of the Leased Property as of the effective date of this Lease.

6. INSURANCE: The Lessee shall procure and keep in force the following amounts and types of insurance in accordance with Article B of Part II of this lease except sub-article (2) which is excepted from this Lease. Increased coverage in any amount and type may be obtained at the option of Lessee.

Fire and Extended Coverage
$150,000.00

Other Risks (Specify)
None

Liability

Bodily Injury Property Damage

Combined Single Limit $500,000.00 per occurrence.

7. SPECIAL PROVISIONS: The following special provisions by attachment to this part are incorporated into the Lease. These special provisions will be controlling in case any of them conflict with the general provisions of Part II of this Lease.

8. EXECUTION BY LESSEE Block Island South East Light Foundation

Witness

By:

Typed Name Gerald F. Abbott, M.D.

Witness

Title: President / Executive Director

Date signed: June 28th, 1988

In short, we are so concerned about saving our lighthouse that we will go to any lengths necessary to do it.

Please keep in touch and let me know what goes on. Thanks so much.

Very sincerely,

Herbert S. Whitman

Herbert S. Whitman, First Warden
New Shoreham Town Council

HSW/b