

LICENSE AGREEMENT

This License Agreement is made this __ 11th __ day of May, 2021, by and between the Town of Oak Bluffs, Massachusetts (the “Town”), and the United States Coast Guard (“USCG”)

Whereas, the Town is the owner of a parcel of land located on Each Chop Drive in the Town, identified on the Town’s Assessor’s Map 2, as Lot 3, which land serves as a public park (the “Town Parcel”);

Whereas, the USCG owns and/or controls a parcel of land situated in or surrounded by the Town Parcel and which is improved by an active Lighthouse (the “Lighthouse”), identified on the Town’s Assessor’s Map 2, as Lot 4 (the “USCG Parcel”);

Whereas, both parcels are shown on site plan attached hereto as Exhibit A;

Whereas, the USCG has determined that certain substances from the Lighthouse have leached into the surrounding area, including, in all likelihood, the Town Parcel;

Whereas, the USCG desires to undertake efforts to determine the scope of the infiltration of any toxins or other substances into or on the Town Parcel;

Whereas, the Town desires that the USCG take certain steps to determine the scope of the infiltration, if any, and the USGC has requested permission to enter the Town Parcel to conduct limited studies, in connection with a USCG effort to remediate the Town Parcel, if necessary;

Now, therefore, in consideration of \$1.00 and the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the Town grants the USCG permission to enter the Town Parcel on the following terms and conditions:

1. The Town grants the USCG, its successors, assigns, and agents a license to enter the Town Parcel through August 31, 2021, for the purposes of conducting sampling of portions of the Town Parcel to determine the scope of lead contamination.
2. The USCG agrees, at its expense, to use reasonable efforts to restore the Town Parcel to its natural state prior to any sampling and to cause as little damage to the natural terrain as possible.
3. The license granted herein may be terminated by the Town at will, it being understood and agreed that said license is revocable, and that the Town may terminate it for any reason or for no reason.
5. It is agreed that any notice terminating this license by the Town shall be mailed by first-class to the USCG at address provided by it within three business days of the provision of this license. The USCG will furnish that address to the acting Town Administrator at wbrough@oakbluffsma.gov.

6. The USCG agrees to give forty-eight (48) hours notice before commencing any work to the acting Town Administrator at wbrough@oakbluffsma.gov.
7. Subject to the Federal Torts Claims Act, 28 U.S.C. §§ 2671 – 2680, and the Anti-deficiency Act, 31 U.S.C. § 1341, the USCG agrees to indemnify and hold the Town harmless from any and all claims arising from the work authorized by this license.
8. The USCG agrees to report its findings to the acting Town Administrator within a reasonable time after completing its sampling and exploratory work, but in no event more than thirty (30) days after completion.

Executed as a sealed instrument this 11th day of MAY, 2021

Agreed & Accepted:

SPINELLA.PETER.C.1
031624637

Digitally signed by
SPINELLA.PETER.C.1031624637
Date: 2021.05.11 12:44:42 -04'00'

Peter C. Spinella

By: Peter C. Spinella
United States Coast Guard,
Duly authorized Warranted Real Property Contracting Officer

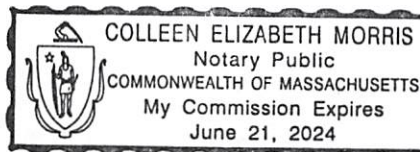
Wendy Brough
Wendy Brough, Acting Town Administrator,
Duly Authorized by a vote of the Oak Bluffs
Board of Selectmen (minutes attached)

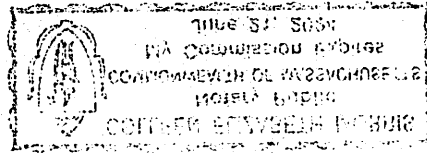
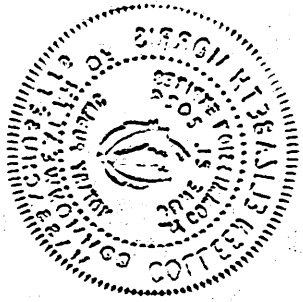
STATE/Commonwealth of MA

County of Dukes County; ss

On this 12th day of May, 2021, before me, the undersigned notary public, personally appeared Wendy Brough, who proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he signed it voluntarily for its stated purpose as his free act and deed as Trustee as aforesaid.

Colleen A. Morris
Notary Public
My Commission Expires:





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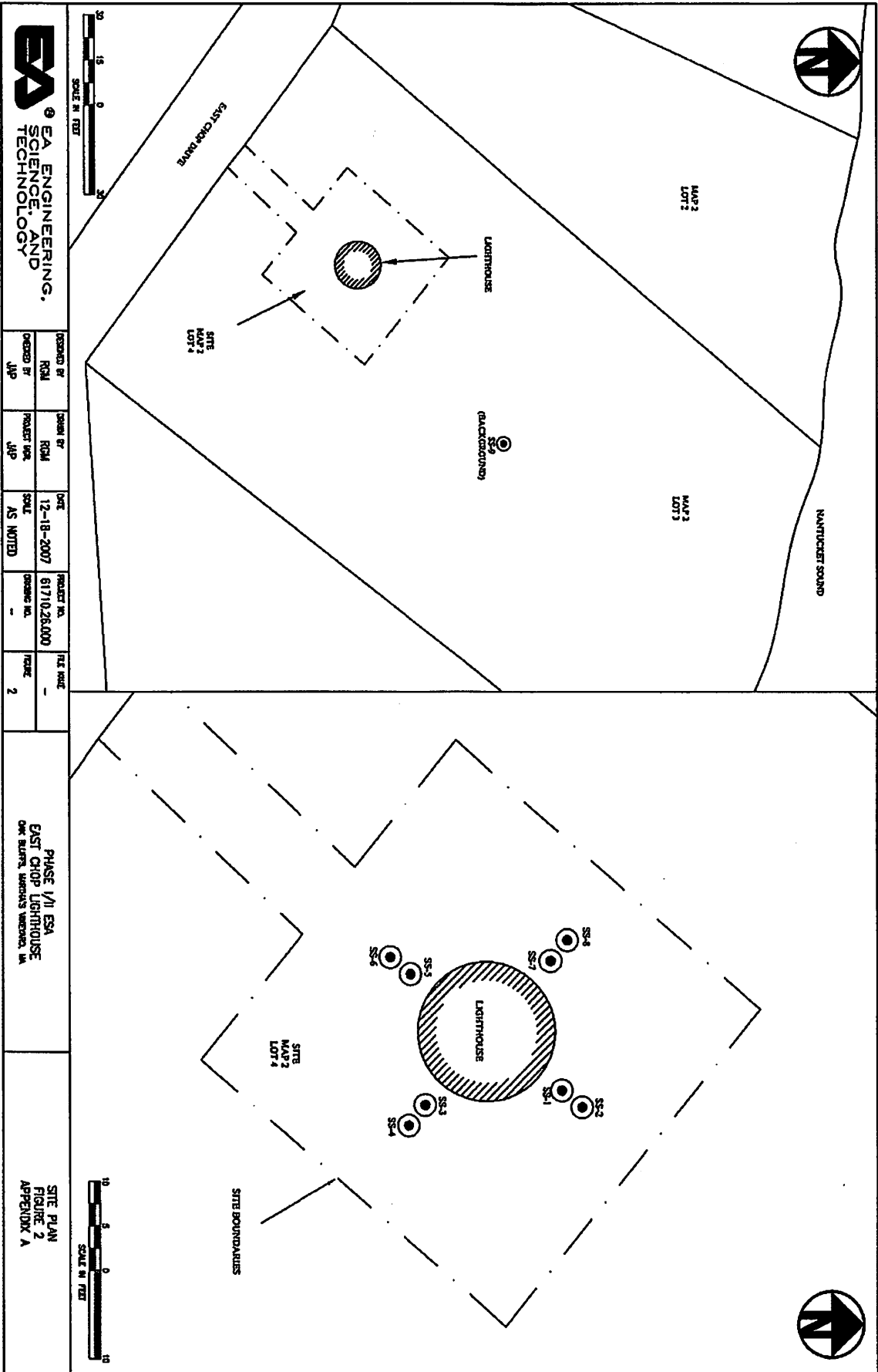
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EXHIBIT A

(Site Plan)

14901-033License Agreement USCG east chop light 5 6 21.docx



EAST CHOP DRIVE

SITE MAP 2 LOT 2

Lighthouse

BACKCOURT

MAP 2 LOT 2

MAP 2 LOT 3

NANTUCKET SOUND



SITE BOUNDARIES

SITE MAP 2 LOT 4

LIGHTHOUSE

- SS-1
- SS-2
- SS-3
- SS-4
- SS-5
- SS-6
- SS-7