



Preserving America's Heritage

February 18, 2015

Mr. John Kelly
Director, Property Disposal Division (1PZ)
General Services Administration
New England Region
10 Causeway Street, Room 925

**Ref: *Proposed Conveyance and Relocation of the Gay Head Light
Martha's Vineyard, Massachusetts***

Dear Mr. Kelly:

The Advisory Council on Historic Preservation (ACHP) has signed the Memorandum of Agreement (MOA) for the referenced project, and has enclosed a copy for your records. By carrying out the terms of the MOA, the U.S. General Services Administration (GSA) will fulfill their responsibilities under Section 106 of the National Historic Preservation Act and the regulations of the ACHP.

We have copied Ms. Beth Savage, Director, Center for Historic Buildings and GSA Federal Preservation Officer, Ms. Brona Simon, Massachusetts State Historic Preservation Officer, and Ms. Bettina Washington, Tribal Historic Preservation Officer, Wampanoag Tribe of Gay Head (Aquinnah), on this letter to notify them that this MOA has been fully executed.

If we may be of further assistance as this agreement is implemented, please contact Ms. Kirsten Kulis, GSA Liaison. She may be reached by telephone at (202) 517-0217 or via electronic mail at kkulis@achp.gov.

Sincerely,

Caroline D. Hall
Assistant Director
Office of Federal Agency Programs
Federal Property Management Section

Enclosure

ADVISORY COUNCIL ON HISTORIC PRESERVATION

401 F Street NW, Suite 308 • Washington, DC 20001-2637

Phone: 202-517-0200 • Fax: 202-517-6381 • achp@achp.gov • www.achp.gov

MEMORANDUM OF AGREEMENT

BY AND AMONG

**THE UNITED STATES GENERAL SERVICES ADMINISTRATION,
THE UNITED STATES DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE,
THE UNITED STATES COAST GUARD,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE MASSACHUSETTS HISTORICAL COMMISSION,
AND
THE TOWN OF AQUINNAH
REGARDING THE CONVEYANCE AND RELOCATION OF
GAY HEAD LIGHTHOUSE
IN AQUINNAH, MARTHA'S VINEYARD, MASSACHUSETTS**

WHEREAS, this Memorandum of Agreement (MOA), inclusive of all exhibits, is made this 18th day of February, 2015 by the United States General Services Administration (GSA), the United States Department of Interior, National Park Service (NPS), the United States Coast Guard (USCG); the Advisory Council On Historic Preservation (ACHP); the Massachusetts Historical Commission acting as the State Historic Preservation Officer (MHC), and the Town of Aquinnah (Town) (all referred to collectively herein as the Signatories or Parties or individually as a Signatory or Party), pursuant to Section 106 of the National Historic Preservation Act, as amended (NHPA) 54 U.S.C. § 306108, and the Section 106 implementing regulations at 36 CFR Part 800 and the National Historic Lighthouse Preservation Act (NHLPA) 54 U.S.C 305101 et. seq.; and

WHEREAS, the United States of America is the fee simple owner of a certain parcel of improved land (the Property), located in Aquinnah, Martha's Vineyard, Massachusetts, more accurately described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Gay Head Light (Lighthouse), a 51-foot tower completed in 1856, constructed of clay bricks manufactured at the Chilmark brickyard topped by a cast iron light room and roof which rests on a heavy brownstone cornice and was individually listed on the National Register of Historic Places (National Register) in 1987 (#87001464), is located on the Property adjacent to the eroding Gay Head Cliffs, and consequently is in danger of falling into the Atlantic Ocean or otherwise being destroyed; and

WHEREAS, the USCG is the Federal agency that has administrative control, custody and accountability for the Property, and has reported the Property to the GSA as excess to the USCG's needs as directed by 41 CFR 102-75.60; and

WHEREAS, in preparation for its action to report the Property excess, the USCG determined that lead concentrations in the soil exceeded the current U.S. Environmental Protection Agency Regional Screening Level for residential soil, and consequently executed land use controls to control exposure to lead-impacted soil which are binding on the current and future owners of the Property (the Land Use Controls); and

WHEREAS, the USCG currently owns and maintains an active federal Aid to Navigation (ATON) at the Property at the Lighthouse; and

WHEREAS, pursuant to the terms of the NHLPA, which makes historic lighthouse properties that are excess to the needs of the USCG available at no cost to other federal agencies, state and local governments, non-profit corporations, educational agencies, or community development organizations for education, park and recreation, cultural or historic preservation purposes, the Town filed an application (Application) for ownership of the Property, and on September 12, 2014, the Secretary of the Interior recommended to the Administrator of GSA that the Town be awarded title to the Property; and

WHEREAS, on June 30, 2014, the Town amended its Application to include the statement that “[...] the outcome(s) of the consultation process under Section 106 of the NHPA, as amended, be incorporated into and become a part of the Town’s Application for Gay Head Light. For any discrepancies or conflicts between the Town’s final Application and any outcome(s) of the consultation process, the outcome(s) of the consultation process shall take precedence” and consequently, this MOA will be incorporated into the Application in its entirety; and

WHEREAS, in response to the recommendation by the Secretary of the Interior and in accordance with the terms of the NHLPA, GSA shall convey the Property by a deed to be recorded by the Town at the Dukes County Registry of Deeds, a draft of which is attached hereto as Exhibit B, which will incorporate the Application by reference and will include: a historic preservation covenant referencing the Secretary of Interior’s Standards for Treatment of Historic Properties; an easement for the benefit of the United States to allow the USCG to keep, locate, access, operate, service, install, maintain, replace, repair and remove the federal ATONs at the Property and Lighthouse; and the Land Use Controls (the Deed); and

WHEREAS, the conveyance out of federal ownership will constitute an undertaking as defined in 36 CFR § 800.16(y) (the Undertaking), and as a direct and intended consequence of the Undertaking, the Town will physically relocate the Lighthouse from its present location at Map 6, Lot 22, one-hundred and fifty (150) feet to the east/southeast onto land owned in fee simple by the Town (Map 6, Lot 23), for the purpose of protecting and preserving the Lighthouse (the Relocation); and

WHEREAS, the Relocation will consist of three stages: the lifting of the Lighthouse off of its existing foundation (the Removal), the move of the Lighthouse from its existing site to Lot 23 (the Move), and the reattachment of the lighthouse to a new foundation on Lot 23 (the Reattachment); and

WHEREAS, the Lighthouse will become personal property upon Removal and will remain so until the Reattachment; and during the Move, easements and covenants cannot encumber the Lighthouse; and

WHEREAS, Lot 23, plans and schematic drawings of which are in Exhibit C, attached hereto and incorporated herein was selected for the Relocation because it meets navigational purposes in both elevation and position and maintains the “day mark” which is the visibility from the water from all vantage points, it has acceptable load bearing subsoil characteristic, and it has a stable geographic formation which should remain resistant to future erosion for a minimum of 140 years; and

WHEREAS, the Lighthouse is individually listed in the National Register and will continue to be listed in the National Register after its Relocation under a technical amendment to the existing

National Register nomination; and

WHEREAS, GSA determined that the Undertaking constitutes an adverse effect to the Property pursuant to 36 C.F.R. § 800.5(a)(2)(iii) because it will result in a reasonably foreseeable adverse effect diminishing the integrity of the Lighthouse's location (the removal of the Lighthouse from its historic location to Lot 23), and, in accordance with 36 C.F.R. § 800.6(a)(1), GSA has consulted with the MHC and has notified the ACHP of its adverse effect determination and the ACHP has chosen to participate in the consultation; and

WHEREAS, in consultation, GSA determined the Area of Potential Effect (APE), shown on a sketch plan in Exhibit D, attached hereto and incorporated herein, consists of the Property, Lot 23, Lot 20 (the location of the temporary ATON), the Vanderhoop Homestead at 35 South Road and the Gay Head Cliffs (Gay Head Cliffs) a National Natural Landmark owned by the U.S. Bureau of Indian Affairs (BIA) in trust for the Wampanoag Tribe of Aquinnah (Gay Head) (Wampanoag Tribe), which will be considered eligible for listing on the National Register for the purposes of this MOA; and

WHEREAS, upon Relocation of the Lighthouse, the Town shall: grant a historic preservation covenant for Lot 23 for the benefit of the NPS (NPS Preservation Covenant); grant a second historic preservation covenant for the benefit of MHC (MHC Preservation Covenant); and, grant an easement to the United States to allow the USCG to keep, locate, install, access, operate, service, maintain, replace, repair and remove ATONs at Lot 23 and at the Lighthouse (ATON Easement); drafts of these documents are attached hereto and incorporated herein as Exhibits E, F and G; and

WHEREAS, the GSA is the lead agency pursuant to 36 C.F.R. § 800.2(a)(2) and has involved the public as required by 36 C.F.R. § 800.6(a)(4) by attending a site visit, hosting a meeting in Aquinnah in November 2013, conducting conference calls with all Parties, and has involved the public by posting legal notices of the Section 106 process in the two Martha's Vineyard newspapers and on the Town of Aquinnah website; and,

WHEREAS, the GSA has invited for consultation and considered the views of the Tribal Historic Preservation Officer (THPO) of the Wampanoag Tribe and further has invited the Wampanoag Tribe to be an Invited Signatory to the MOA pursuant to 36 C.F.R. § 800.6(c)(2)(ii)(Invited Signatory);

WHEREAS, the USCG and NPS assume responsibilities for the certain aspects of the Undertaking and therefore will be Signatories to this MOA; and

WHEREAS, the Town has participated in consultation and will assume responsibilities for the certain aspects of the Undertaking and therefore will be a Signatory to this MOA; and

WHEREAS, the Town has conducted public outreach and fundraising, culminating in votes by all five towns on Martha's Vineyard to allocate a portion of each towns' Community Preservation Fund to the Relocation and restoration of the Lighthouse, and as a result of this and other fundraising efforts, the Town has raised enough money to conduct the Relocation; and

WHEREAS, the Town and its consultants have prepared a document entitled "Measures to Limit Potential Damage to Gay Head Cliffs During Relocation", attached hereto and incorporated herein

as Exhibit H, which describes the measures to be taken to avoid all reasonably foreseeable effects to the Gay Head Cliffs, and GSA has adopted those findings for the purpose of this MOA; and

WHEREAS, the Town has consulted with MHC on all aspects of the Relocation, including but not limited to, archeological permitting and excavations; and

WHEREAS, GSA has invited additional parties to consult on the Undertaking, including the BIA, National Trust for Historic Preservation and the Martha's Vineyard Museum (Consulting Parties); and

NOW, THEREFORE, the Signatories agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS:

GSA shall ensure that the following are carried out

1. GSA:

- a. Prior to conveyance of the Property to the Town, GSA shall provide all Signatories, the Invited Signatory, and the Consulting Parties a complete copy of this MOA, including signature pages, within seven days of execution, for their files.
- b. A duly authorized official of the GSA shall convey all right, title, and interest of the United States in and to the Property, by Deed, to the Town in accordance with the NHLPA and other applicable laws.
- c. A copy of the Deed with all exhibits, and recording information from the Dukes County Registry of Deeds, shall be distributed to all Consulting Parties immediately after recording.
- d. A release of the covenants and easements in the Deed shall be delivered to the Town once the Town has Reattached the Lighthouse and executed and delivered the NPS Preservation Covenant, the MHC Preservation Covenant and the ATON Easement for Lot 23.
- e. Provide all Signatories, the Invited Signatory, and the Consulting Parties notification that the Town is in receipt of title to the Property within seven days of such conveyance, and shall also timely provide them with final copies of NPS Preservation Covenant, the MHC Preservation Covenant and the ATON Easement once they have been granted by the Town.

2. USCG:

- a. Work in a timely and cooperative manner with the Town to prepare for the Relocation.

- b. Monitor the Property as required by LUCIP except to the extent that such responsibilities are transferred to another entity in accordance with the LUCIP.
- c. Install and maintain a temporary ATON and associated equipment (such as spindles; anchoring systems; lights; utility lines, generators or other power sources; and security fencing) on a parcel of Land owned by the Town, Map 6, Lot 20 before, during and after the Removal until an ATON is established at Lot 23.
- d. When the new temporary ATON is established, extinguish the old ATON at the Lighthouse and remove from the Lighthouse and Lot 22 the old ATON and any associated equipment not needed for operation of the new temporary ATON.
- e. When the Relocation is complete or earlier, install and maintain an ATON and associated equipment in the Lighthouse at Lot 23.
- f. When an ATON is established at Lot 23, remove the temporary ATON and any associated equipment.

3. NPS :

- a. Ensure that the executed MOA and all exhibits are incorporated into the Town's Application.
- b. Provide timely review of all plans related to the Relocation and of the historic foundation site, in accordance with NHLPA procedures.

4. MHC:

- a. Review and comment on all adequately documented project submittals within 30 calendar days of receipt.
- b. All submittals to the MHC shall be in paper format and shall be delivered to the MHC's office by US Mail, or by a delivery service, or by hand. Plans and specifications submitted to the MHC shall measure no larger than 11" x 17" paper format (unless another format is specified in consultation).

5. The Town:

- a. Shall ensure that the results of the intensive (locational) archaeological survey conducted for the Undertaking and Relocation shall be submitted to the USCG, GSA, THPO and MHC for review and comment. The Town, USCG, GSA, THPO and the MHC shall develop and implement a plan, that may include archaeological site examination and/or data recovery, to avoid, minimize, or mitigate any adverse effects to significant archaeological resources, consistent with the Massachusetts Unmarked Burial Law (Massachusetts General Laws, Chapter 38, § 6; Chapter 9, §§ 26A and 27C; and, Chapter 7, § 38A; all as amended).
- b. Prior to Relocation, the Town shall submit information on the Relocation of the

Lighthouse to Lot 23 to MHC, who will in turn notify the Keeper of the Register, National Park Service, so that the Lighthouse remains listed in the National Register.

- c. Shall undertake the Relocation using International Chimney or other professional mover who has the capability to move historic structures properly, as its general contractor. The Town shall ensure that sound practices which reflect the current state of the art in movement of lighthouse structures are utilized by the mover. Evidence of adequate insurance to address any damage to the Lighthouse during the Relocation must be provided to GSA.
- d. Shall provide the USCG and the MHC a copy of the documentation submitted to the Town of Aquinnah to obtain a building permit, in accordance with the standards set forth in 6b herein, including plans to ensure that the LUCIP is adhered to including soil management to prevent off-site transport and exposure of the site workers and the public to the lead contaminated soil, and restoration of the vegetative cover.
- e. Shall develop the foundation location of the Lighthouse at Lot 22 for interpretation and passive recreation (Appendix C). Interpretive panels and/or kiosks will meet or exceed NPS standards for outdoor interpretive displays. Draft interpretive panel plans, specifications, text, illustrations and proposed locations shall be submitted to the Consulting Parties for review and comment. The Town shall consider and incorporate the comments of the Signatory, Invited Signatory (if they signed the MOA), and Consulting Parties into the final interpretive design and locations, as appropriate.
- f. Shall not undertake the Relocation without approval from the USCG that the LUCIP will be adhered to during the Relocation.
- g. Shall support a temporary ATON, for the entire period during which the existing ATON at the Lighthouse will be extinguished to accommodate the Relocation. Specifically, the Town shall provide the USCG with 24-hour access to a fixed location at Lot 20 as determined by the USCG, that is no smaller than 15'x15' and capable of supporting 5,000 pounds (4,000 pound concrete block and 1,000 pounds of tower parts) with the same arc of visibility as the current lighthouse tower and is sufficient to support a temporary ATON. The Town shall provide security fencing for the temporary ATON that is acceptable to the USCG and is at least six feet high with an access gate and lock as well as access to 120V AC electrical service.
- h. Shall obtain all necessary permits and approvals from State and local governments prior to the Relocation.
- i. Shall have a qualified historic preservation consultant produce archival photographic and written documentation of the Lighthouse prior to the commencement of the Relocation. (1) the present appearance of the Lighthouse in its current location, and (2) the process of relocating the Lighthouse to the Lot 23. and (3) the new and original foundation locations. Such recordation shall include photographs keyed to a sketch map, illustrating the current condition of the Lighthouse and the current and proposed settings of the Lighthouse and adjacent properties from multiple vantage

points. Photographic documentation shall be prepared, including digital photographs and written documentation, according to the attached Photographic Documentation Technical Requirements for Digital Images (Exhibit I).

- j. Archival documentation shall include photographs keyed by number to a building plan sketch, views of overall exterior elevation/interior spaces and representative views of architectural details, including, but not limited to, windows, doors, entrances, moldings, and at least three context views showing the structure in relationship to its current setting. All written recordation shall be printed on archival paper and housed in archival enclosures.
- k. One (1) original archival set of this documentation shall be submitted in an archival envelope or box to the MHC for transmittal to the Massachusetts State Archives, unless otherwise requested. The MHC shall review the archival documentation and, if adequate, recommend that the Relocation may proceed.
- l. One (1) original archival set of this documentation shall also be submitted in an archival envelope or box to the Martha's Vineyard Museum. Documentation of receipt by the Museum shall be provided to the MHC.
- m. Shall obtain the geographic coordinates of the new Lighthouse foundation centerpoint (lat/lon) and submit this information to the MHC and the NPS. The Town shall provide the coordinates to the NPS for transmittal to the Keeper of the National Register. The Town shall consult with the MHC to provide a technical amendment to the National Register nomination for the Lighthouse, to ensure that the structure continues to be listed in the National Register at its new location.
- n. Shall continue its efforts to secure funding for the restoration of the Lighthouse and will restore the Lighthouse in accordance with the terms and conditions of the NPS Preservation Covenant and the MHC Preservation Covenant.
- o. In order to mitigate the circumstance that once the Relocation occurs, the Lighthouse will not be subject to the easements and historic preservation covenant in the Deed, the Town agrees to execute and deliver instruments that grant the following perpetual interests in Lot 23 no less than two weeks prior to the Reattachment: a historic preservation covenant for Lot 23 for the benefit of the NPS (NPS Preservation Covenant); a second historic preservation covenant for the benefit of MHC (MHC Preservation Covenant); and, an easement to the United States to allow the USCG to keep, locate, install, access, operate, service, maintain, replace, repair and remove ATONs at Lot 23 and at the Lighthouse (ATON Easement). Drafts of these documents are attached hereto and incorporated herein as Exhibits E, F and G; and

6. Standards & Professional Qualifications

- a. All work carried out pursuant to this MOA shall be conducted by or under the direct supervision of an individual or individuals who meet, at a minimum, the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9, September 29,

1983) as amended and annotated. The most recent guidance is available at http://www.nps.gov/history/local-law/arch_stnds_9.htm

- b. All Relocation design plans and specifications shall be developed explicitly in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitation of Historic Buildings (1992) and applicable Preservation Briefs.
- c. The Lighthouse shall be moved in a manner consistent with Moving Historic Buildings by John Obed Curtis (US Department of the Interior, 1979). Final movement plans and specifications shall be provided by the Town to the Signatories (excepting the ACHP) and the Invited Signatory for review and comment, which shall be provided within thirty days of receipt.

7. Discoveries.

- a. The Town shall notify USCG, GSA, MHC and the Wampanoag Tribe if archaeological resources or human remains are discovered during construction activities. The Town, MHC shall consult pursuant to 36 CFR 800.13 and apply the National Register criteria of eligibility (36 CFR 60).
- b. The Town, in consultation with USCG, GSA, MHC and the Wampanoag Tribe shall develop and implement a plan to identify and evaluate, including protecting the discovery location, and to avoid, minimize, or mitigate any adverse effect to, the historic or archaeological property, or to the human remains, consistent with the Massachusetts Unmarked Burial Law (Massachusetts General Laws, Chapter 38, § 6; Chapter 9, §§ 26A and 27C; and, Chapter 7, § 38A; all as amended).
- c. Any non-Native American human remains shall be treated by the Town in accordance with the MHC "Policy and Guidelines for Non-Native Human Remains Which Are Over 100 Years Old or Older."
- d. The Town shall make all reasonable efforts to avoid disturbing gravesites, including those containing Native American human remains and associated funerary artifacts and shall treat all human remains in a manner consistent with the ACHP "Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects" (February 23, 2007; <http://www.achp.gov/docs/hrpolicy0207.pdf>).

8. Unanticipated Adverse Effect.

In the event of more than minor damage to the Lighthouse resulting from or arising out of its Relocation, the Town shall immediately convene a meeting to which the Parties shall be invited, to discuss the action to be taken. In consultation with the attendees at the meeting, the Town shall determine if and how the damage to the Lighthouse can be repaired, replaced, or replicated in accordance with the recommended approaches set forth in Stipulation 6b herein. In the improbable event of damage to all, or substantially all, of the Lighthouse resulting from or arising out

of the Relocation to an extent rendering repair or reconstruction of the Lighthouse commercially impracticable as determined by the Town in consultation with MHC, the Town shall document the Lighthouse in accordance with the Secretary of the Interior's Standards for Architectural and Engineering Documentation.

9. Duration.

This MOA will be null and void if its terms are not carried out within three years from the date of its execution.

10. Amendment.

This MOA may be amended when such an amendment is agreed to in writing by all Signatories and the Invited Signatory if they signed this MOA, with such agreement not to be unreasonably withheld. The amendment will be effective on the date a copy signed by all of the Signatories, and the Invited Signatory if they signed this MOA, is filed with the ACHP.

11. Termination.

If any Signatory or the Invited Signatory if they signed this MOA determines that its terms will not or cannot be carried out, that Party shall immediately consult with the other Signatories and the Invited Signatory if they signed the MOA to attempt to develop an amendment. If within ninety (90) days an amendment cannot be reached, any Signatory or Invited Signatory if they signed the MOA may terminate the MOA upon written notification to the other Signatories and the Invited Signatory if they signed the MOA. In the event that the MOA is terminated, the GSA shall immediately consult pursuant to 36 CFR Part 800.

12. Dispute Resolution.

Should any Signatory to this MOA object to any actions proposed or the manner in which the terms of this MOA are implemented, the GSA shall consult with such Party to resolve the objection. If the GSA determines that such objection cannot be resolved, the GSA shall:

- a. Forward all documentation relevant to the dispute, including the GSA's proposed resolution, to the ACHP. The ACHP shall provide the GSA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the GSA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories, the Invited Signatory, and Consulting Parties, and provide them with a copy of this written response. The GSA will then proceed according to its final decision.
- b. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the GSA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the GSA shall prepare a written

response that takes into account any timely comments regarding the dispute from the Signatories, Invited Signatory if they signed the MOA, and Consulting Parties to the MOA, and provide them and the ACHP with a copy of such written response.

- c. GSA's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

SIGNATURE PAGES FOLLOW

The parties hereto set their Hands and Seals as of the date set forth below:

SIGNATORIES (required):

U. S. GENERAL SERVICES ADMINISTRATION

By: _____ Date:
Beth L. Savage
Federal Preservation Officer, GSA Public Buildings Service

By: _____ Date:
Norman Dong, Commissioner, GSA Public Buildings Service

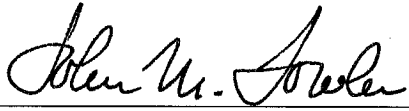
U. S. COAST GUARD

By: _____ Date:
Mary-Ellen Wilczynski, MPA, Real Property Specialist
USCG CEU Providence

U. S. NATIONAL PARK SERVICE

By: _____ Date:
Michael A. Caldwell
Regional Director, Northeast Region

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  Date: 2/18/05
John M. Fowler, Executive Director


MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER

By: _____ Date:
Brona Simon
State Archaeologist
Executive Director
State Archaeologist, Massachusetts Historical Commission

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Federal Preservation Officer, GSA Public Buildings Service

By: _____ Date: _____
Glenn C. Rotondo
Regional Commissioner, Public Buildings Service
General Services Administration, New England Region, Boston, MA

U. S. COAST GUARD

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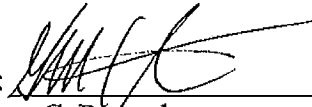
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General Services Administration, New England Region, Boston, MA

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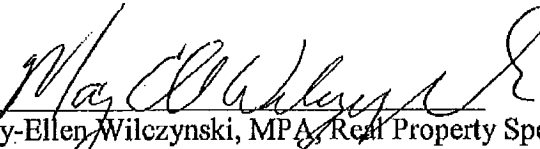
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U. S. COAST GUARD

By:  _____ Date: 2/11/15
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USCG CEU Providence

U. S. NATIONAL PARK SERVICE

By: _____ Date:
Michael A. Caldwell
Regional Director, Northeast Region

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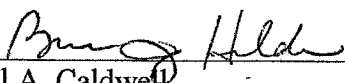
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U. S. COAST GUARD

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USCG CEU Providence

U. S. NATIONAL PARK SERVICE

By:  _____ Date: 2/13/15
Michael A. Caldwell
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State Archaeologist
Executive Director
State Archaeologist, Massachusetts Historical Commission

AQUINNAH BOARD OF SELECTMEN

By: James Newman
James Newman, Chairman

Date: 2/4/2015

INVITED SIGNATORIES:

WAMPANOAG TRIBE OF AQUINNAH (GAY HEAD)

By: Bettina M. Washington
Bettina Washington
Tribal Historic Preservation Officer

Date: 2/4/2015

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

GAY HEAD LIGHT, MASSACHUSETTS
TOWN OF AQUINNAH, DUKES COUNTY, MASSACHUSETTS

A certain parcel of land of approximately 2 acres with tower thereon located in the Town of Aquinnah, Dukes County, Commonwealth of Massachusetts commonly referred to as the Gay Head Light at position 41°20'54" N 70°50'28" W has been more particularly described as:

"Beginning at a point on the beach which bears N 86° W, two hundred ninety-seven (297) feet from a stone bound 3 ft. long with 6" x 6" top, which is the NE corner of the land, thence S 86° E two hundred ninety-seven (297) feet to said stone bound, thence S 4° W two hundred ninety-seven (297) feet to a stone bound, thence N 86° W two hundred ninety-seven (297) feet to a stone bound, thence N 4° E two hundred ninety-seven (297) feet to the point of beginning except for a plot of land twenty-five (25) ft in diameter, its center being the center of the Gay Head Light and containing 2.01 acres, more or less."

EXHIBIT B

DRAFT OF THE DEED

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES (the "Grantor"), under and pursuant to the powers and authority contained in the provisions of the National Historic Lighthouse Preservation Act of 2000 (54 U.S.C.305101 et. seq.) (the "NHLPA"), having an address of General Services Administration, New England Region, Thomas P. O'Neill, Jr. Federal Building, 10 Causeway Street, Boston, Massachusetts 02222, for and in consideration of ONE (\$1.00) DOLLAR hereby GRANT, GIVE, REMISE, AND RELEASE, without covenants, warranties or representations of any kind or nature, express or implied, unto the TOWN OF AQUINNAH, 65 State Road, Aquinnah, Martha's Vineyard, County of Dukes, Commonwealth of Massachusetts 02535 (the "Grantee"), all such right, title and interest as Grantor has in and to certain Government-owned property in the Town of Aquinnah, commonly known as the "Gay Head Light" (the "Property") (GSA Control No. 1-X-MA-0877), which includes an approximately 50-foot conical red brick and sandstone tower built in 1856 (the "Lighthouse"), and is more particularly described as:

A certain parcel of land of approximately 2 acres with tower thereon located in the Town of Aquinnah, Dukes County, Commonwealth of Massachusetts commonly referred to as the Gay Head Light at position 41°20'54" N 70°50'28" W has been more particularly described as:

"Beginning at a point on the beach which bears N 86° W, two hundred ninety-seven (297) feet from a stone bound 3 ft. long with 6" x 6" top, which is the NE corner of the land, thence S 86° E two hundred ninety-seven (297) feet to said stone bound, thence S 4° W two hundred ninety-seven (297) feet to a stone bound, thence N 86° W two hundred ninety-seven (297) feet to a stone bound, thence N 4° E two hundred ninety-seven (297) feet to the point of beginning except for a plot of land twenty-five (25) ft in diameter, its center being the center of the Gay Head Light and containing 2.01 acres, more or less."

The Property is conveyed subject to the covenants, conditions, and restrictions hereinafter contained, as set forth in the NHLPA.

The Property is conveyed subject to any and all existing reservations, easements, restrictions, covenants, and rights, recorded or unrecorded, including but not limited to any easements, reservations, rights and covenants described herein; any state of facts that would be disclosed by a physical examination of the Property; any state of facts that an accurate and adequate survey would disclose; and any and all other matters of record.

CONDITION OF THE PROPERTY. The Grantee, in accepting this Deed, acknowledges and attests that it has inspected, is aware of, and accepts the condition and state of repair of the Property. It is understood that the Property is conveyed "AS IS" and "WHERE IS" without any representation, warranty, or guarantee of any kind or nature, express or implied, including without limitation any representation, warranty or guarantees as to quantity, quality, title, character,

condition, size, or kind, or that the same is in condition or fit to be used for any particular purpose. The Grantee, in accepting this Deed, acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the Property that has not been fully set forth in this Deed.

ENVIRONMENTAL CONSIDERATIONS. Notice Regarding Hazardous Substance Activity.

Pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) and applicable federal regulations and based upon a complete search of agency files, the Department of Homeland Security United States Coast Guard ("USCG") gives notice that the following hazardous substance was stored for one year or more, or known to have been released, or disposed of:

Hazardous substance	CASRN or RCRA HW#	Storage, release or disposal	Time of storage, release, or disposal	Quantity	Remedial action taken (if any)
Lead	7439-92-1	Release	1856 to mid-1950s (including when the Keeper's house was torn down and tower was sandblasted down to bare brick)	Unknown	Lead-based paint is believed to have been used on improvements on the property. The lead in soil is believed to have resulted from the historical application, and subsequent weathering, and removal of the lead-based paint on the improvements. Land Use Control (LUC) restrictions have been placed on the property to protect human health and the environment and recorded with the Dukes County Registry of Deeds.

Further remedial action is not currently required under federal law and state law.

USCG warrants that: (a) all remedial action necessary to protect human health and the environment with respect to the hazardous substances identified above has been taken before the date of this conveyance; and (b) the USCG shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance. This covenant shall not apply in any case in which the Grantee, its successors(s), or assign(s), or any successor in interest to the Property or part thereof, is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance. This covenant shall not apply to the extent, but only to the extent, that such additional remedial action, response action or corrective action, or part thereof, found to be necessary is the result of an act or failure to act of the Grantee, its successor(s), or assign(s) or any party in possession after the date of this conveyance that either:

- A. results in a release or threatened release of a hazardous substance or a petroleum product or its derivative that was not located on the Property on the date of this conveyance; OR

- B. causes or exacerbates the release or threatened release of a hazardous substance or a petroleum product or its derivative the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

In the event the Grantee, its successor(s), or assign(s) seeks to have the USCG conduct or pay for USCG any remedial action, response action, or corrective action, and as a condition precedent to the USCG incurring any obligation or related expenses, the Grantee, its successor(s), or assign(s) shall provide the USCG at least 45 days written notice of such a claim and provide credible evidence that:

- A. the claimed hazardous substance or petroleum product or its derivative requiring remedial action, response action, or corrective action was located on the Property prior to the date of this conveyance in such quantity that the requested remedial action, response action, or corrective action by the USCG was required under law applicable at the time of this conveyance; and
- B. the need to conduct any remedial action, response action, or corrective action, or part thereof, is and was not the result of any act or failure to act by the Grantee, its successor(s), or assign(s) or any party in possession.

Pursuant to CERCLA Section 120(h)(3)(A)(iii), 42 U.S.C. § 9620(h)(3)(A)(iii), the USCG reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action on this Property or on adjoining property. This reservation includes the right of access to and use of available utilities at reasonable cost to the USCG. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the USCG, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. The USCG shall, to the extent practicable, coordinate any such entry, including such activities, responses or remedial actions, with the record title owner and perform any such entry in a manner that minimizes interruption with activities of authorized occupants.

ACCESS. USCG reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to USCG. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the USCG, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such

activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

NOTICE OF LEAD BASED PAINT FOR REAL PROPERTY CONSTRUCTED PRIOR TO 1978. The Property contains no improvements defined by Title X as "target housing". However, in the event that the Property is converted to residential use, the Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal State, and local laws relating to lead-based paint; and the Grantor assumes no liability for the damages, personal injury, illness, disability, or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incidental to the purchase, transportation, removal, handling, use, disposition or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this Deed, whether Grantee and its successors or assigns have properly warned or failed to properly warn the individual(s) injured. Grantee further agrees to indemnify, defend, and hold harmless the Grantor from any and all loss, judgment, claims, demands, expenses, or damages of whatever nature which might arise or be made against the Grantor due to or relating to the presence of lead-based paint hazards on the Property, any related abatement activities or the disposal of any material from the abatement process.

LAND USE CONTROLS By acceptance of this Deed, the Grantee acknowledges that the Property is subject to the Land Use Controls (LUCs) set forth in the Land Use Control Implementation Plan (LUCIP) recorded in the Dukes County Registry of Deeds in Edgartown, Massachusetts and the land record offices for the Town of Aquinnah, which is incorporated herein by reference as if set forth in full.

The Grantee, for itself, its successors and assigns, hereby covenants and agrees that it will:

1. Observe and comply with the LUCs as set forth in the LUCIP.
2. Continually monitor compliance with the LUCs. Conduct LUC monitoring to verify LUCs are being properly implemented and that the LUC objectives are being met.
3. Perform LUC compliance inspections on an annual basis unless the frequency is reduced by agreement with the USCG , the Environmental Protection Agency (EPA), and the Commonwealth of Massachusetts. Prepare and provide a LUC Compliance Checklist and Certification annually to the USCG, EPA Region I, and the Commonwealth of Massachusetts. The annual Compliance Checklist and Certification form to be used is provided as Appendix A of the LUCIP.
4. Evaluate effectiveness of LUCs every five years, in a manner similar to or consistent with five-year reviews performed for NPL sites per CERCLA and the National Contingency Plan. The first five-year review will be completed in 2019. Submit five-year review reports to the USCG, EPA Region I, and the Commonwealth of Massachusetts for review. Use the Five-Year Review to verify that the land is being used and managed in a way that does not allow long-term exposure to lead-impacted soil remaining onsite.
5. Install and maintain signs indicating that disturbance of soil or vegetative covers or unauthorized vehicle and equipment use are prohibited in the LUC Area.
6. Maintain a vegetative cover in the LUC Area including lawn, grasses, and shrubs.

7. Timely submit notifications to the USCG as well as the other applicable entities in accordance with the frequency set forth in LUCIP Table 1, including:
 - (a) Notify the USCG, EPA Region I, and the Commonwealth of Massachusetts 45 days in advance of any proposed change in land use that would require modifications to the LUCs to maintain consistency with the LUC objectives or the selected remedy. In the notice, describe how the LUCs will be changed and mechanisms by which the new LUCs will be implemented to maintain the protectiveness of the remedy.
 - (b) Notify the USCG, EPA Region I, and the Commonwealth of Massachusetts by telephone and by e-mail as soon as practicable, but within 10 working days after discovery of the activity that is inconsistent with the LUC objectives or use restrictions, or that may interfere with the effectiveness of the LUCs. Notify the USCG, EPA Region I, and the Commonwealth of Massachusetts regarding how the issue will be or has been addressed within 10 days of sending the USCG, EPA Region I, and the Commonwealth of Massachusetts the discovery notification of the inconsistent activity. Furthermore, address as soon as practicable any activity that is inconsistent with the LUC objectives or use restrictions, or any other action that may interfere with the effectiveness of the LUCs. Initiate the process no later than 10 days after the Grantee becomes aware of the breach. Provide periodic reports to the USCG, EPA Region 1, and the Commonwealth of Massachusetts no less than every thirty (30) days until the USCG concurs that the issue has been resolved.
 - (c) Notify the Town of Aquinnah Board of Health, the licensee, and the Wampanoag Tribe that the annual inspection checklist and certification will be made available upon request.
8. Obtain USCG and EPA Region I concurrence, in consultation with the Commonwealth of Massachusetts, prior to modifying or terminating the LUCs or implementation actions. The Grantee shall seek prior concurrence from the USCG and the EPA Region I, in consultation with the Commonwealth of Massachusetts, before taking any anticipated action that may disrupt the effectiveness of the LUCs or before taking any action that may alter or negate the need for LUCs.

These covenants shall remain with the land and shall be enforceable by the USCG, the EPA or the Commonwealth of Massachusetts. Grantee hereby further covenants and agrees that any future transfer or conveyance of the Property shall include these covenants unless and until the USCG, EPA, and the Commonwealth of Massachusetts all concur that sufficient mitigation measures have been taken to reduce concentrations of lead to levels that allow for unlimited use and unrestricted exposure.

The Grantor hereby reserves to itself, its successors and assigns, through the USCG and the EPA and all other federal agencies, their respective officials, agents, employees, contractors, and subcontractors, an easement for ingress to, egress from, and access to the Property in, on, over, through, and across the Property to verify the Grantee's compliance with the LUCIP and the covenants set forth above and to verify the effectiveness of the LUCs consistent with the LUCIP.

NOTICE OF THE PRESENCE OF ASBESTOS. The Grantee by acceptance of this Deed acknowledges that it has been informed that this property may contain asbestos-containing materials. Grantee acknowledges that it accepts the transfer and Deed subject to the terms and conditions herein:

- (1) The Grantee is warned that the Property may contain asbestos-containing materials. Asbestos is a hazardous material. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (the “OSHA”) and the Environmental Protection Agency (the “EPA”) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- (2) Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.
- (3) No warranties, either expressed or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any Grantee to have inspected, or to be fully informed as to the condition of all or any portion of the Property offered will not constitute grounds for any claim or demand against the United States.
- (4) The description of the Property set forth above and any other information provided to the Grantee with respect to the Property is based on the best information available to the General Services Administration Real Property Utilization and Disposal Office and is believed to be correct, but any error or omission, including, but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Grantee against the Grantor including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- (5) The Grantor assumes no liability for damages for personal injury, illness, disability, or death, to the Grantee, or to the Grantee’s successors, assigns, employees, invitees, or any other person subject to Grantee’s control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos at the Property that is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- (6) The Grantee further agrees by acceptance of the Deed to the Property that it will comply with all Federal, State, and local laws, ordinances, orders, and regulations relating to asbestos.

AIDS TO NAVIGATION (ATON). The USCG is the Federal agency responsible for operating and maintaining any Federal aid to navigation (“ATON”) or associated equipment as that term is

defined by paragraph (e)(4) of section 308 of the NHLPA. The ATON located at this Property in operation as of this date shall remain the personal property of the USCG and shall continue to be operated and maintained by the USCG for as long as needed for navigational purposes at the Property.

The Grantee acknowledges and agrees that it is accepting title to the Property subject to the rights of the USCG or its successor entity to keep, locate, access, service install, operate, maintain, repair, replace, and remove ATONs at the Property. In furtherance of its right to continue such function, the Grantor, for the benefit of the USCG, its successors and assigns hereby expressly reserves perpetual and assignable the following rights and easements, which shall be exercised with reasonable notice to Grantee, except in emergency situations:

- (1) An easement to keep, locate, access service, install, maintain, operate, repair, replace, and remove ATONs and any and all associated equipment at the Property.
- (2) An easement to relocate or add any ATONs and any and all associated equipment, or make changes on any portion of the Property as may be necessary for navigational purposes.
- (3) An easement over and across the Property in favor of the USCG for the purpose of servicing, maintaining, locating, operating, repairing and replacing ATONs and any and all associated equipment on the Property. The USCG shall have the right to enter the Property at any time, with notice, for the purpose of maintaining the ATONs and performing the other functions contemplated herein. Access shall be across any portion of the Property as necessary. Upon completion of the servicing, maintaining, operating, repairing and replacing of ATONs and any associated equipment, the Property shall, at the sole cost of the USCG, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began.
- (4) An easement for the purpose of preserving and maintaining a light beacon for an ATON with an arc of visibility between lines emanating from the center of the light beacon on an azimuth of 270 degrees true, with the stipulation that nothing will be constructed, maintained or permitted of a height sufficient to interfere or obstruct the said light beacon over the Property.
- (5) The Grantee covenants for itself, its assigns and successors, that it shall not interfere with or allow interference in any manner with any ATONs or associated equipment, nor hinder activities required for the operation and maintenance of any Federal aid to navigation or associated equipment, in use at the Property without express written permission from the Grantor. The Grantee further covenants for itself, its assigns and successors, to maintain the Lighthouse in good repair and in a clean and safe condition in a manner that will not interfere with the Grantor's use of the Property granted herein

HISTORIC PRESERVATION COVENANTS. The Property is listed on the National Register of Historic Places. It is the intent of the Grantee to physically relocate the Lighthouse from its present location at the Property, 150 feet to the east/southeast onto land owned in fee simple by the Grantee (Lot 23), for the purpose of protecting and preserving the Lighthouse (the Relocation) in accordance with the plans (Plans) reviewed in consultation and documented in the Memorandum of Agreement

dated _____, 2015 pursuant to Section 106 of the National Historic Preservation Act, as amended (NHPA), 54 U.S.C. 302108 and the Section 106 implementing regulations at 36 CFR Part 800 and the NHLPA.

The Grantee in accepting this Deed acknowledges and accepts the following conditions and covenants, to be effective for the period of time the Lighthouse is on the Property:

- (1) Grantee shall maintain and preserve the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Preservation (Technical Preservation Services for Historic Buildings, National Park Service)* in order to preserve and enhance the distinctive materials, features and spaces that make the Property eligible for inclusion in the National Register of Historic Places;
- (2) When rehabilitation is the appropriate treatment, Grantee shall rehabilitate the Property in accordance with the recommended approaches in *The Secretary of the Interior's Standards for Treatment of Historic Properties, Standards for Rehabilitation (Technical Preservation Services for Historic Buildings, National Park Service)*. Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the Property are planned.
- (3) Distinctive materials, features, finishes, construction techniques and examples of craftsmanship that characterize the Property shall be preserved;
- (4) Plans of proposed rehabilitation, construction, alteration or replacement of distinctive materials, features, finishes or spaces which would affect the appearance or structural integrity of the Property shall be reviewed and approved by the Secretary of the Interior ("Secretary") in consultation with the Massachusetts State Historic Preservation Officer ("SHPO") for consistency with *The Secretary of the Interior's Standards for Treatment of Historic Properties*;
- (5) Archeological resources shall be protected and preserved in place. All projects involving ground disturbing activity shall be reviewed and approved by the SHPO. If such resources must be disturbed, mitigation measures must be undertaken with the express written permission of the SHPO.
- (6) The SHPO shall be permitted at all times with notice to inspect the Property in order to ascertain if the above conditions are being observed;
- (7) The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any instrument by which it divests itself of interest in the Property or by which it grants any interest in the Property;
- (8) The failure of the Secretary, the Administrator or the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time;
- (9) The Grantee agrees that the SHPO may at its discretion without prior notice to the Grantee convey and assign all or part of its rights and responsibilities contained herein to a third

party;

- (10) The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the land on which the Property is situated. All the covenants, conditions, restrictions and obligations described are binding upon the Grantee and its heirs, successors and assigns.

OTHER LAWS. The Grantee by acceptance of this Deed covenants and agrees for itself, its successors and assigns to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the Light house, including, but not limited to:

- (1) All requirements imposed by or pursuant to the regulations of the United States Department of the Interior (43 CFR Part 17);
- (2) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
- (3) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.), which prohibits discrimination on the basis of age;
- (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap;
- (5) The Architectural Barriers Act of 1968, as amended (29 USC § 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
- (6) The Americans with Disabilities Act of 1990 (42 USC § 12101 et seq.), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

REVERSIONARY INTEREST OF THE UNITED STATES. All right, title, and interest in and to the Property shall revert to the United States of America (the "Government") at the option of the Administrator of the General Services for noncompliance with any of the terms and conditions of this Declaration (see 54 U.S.C. 302102) including, but not limited to the following:

- (1) The Property, any part thereof, or any associated historic artifact ceases to be available for education, park, recreation, cultural, or historic preservation purposes for the general public at reasonable times and under conditions which shall be set forth in the Grantee's application; or
- (2) The Property or any part thereof ceases to be maintained in a manner that ensures its present or future use as a site for Federal aid to navigation; or
- (3) The Property, or any associated historic artifact associated with the Property ceases to be maintained in compliance with the historic preservation covenants, conditions, and restrictions set forth in this Deed; or

- (4) The Grantee sells, conveys, assigns, exchanges, or encumbers the Property, any part thereof, or any conjunction with any associated historic artifact, without approval of the Secretary; or
- (5) The Grantee conducts any commercial activities at the Property, any part thereof, or in conjunction with any associated historic artifact, without the approval of the Secretary; or
- (6) At least 30 days before reversion, the Grantor provides written notice to the Grantee that the Property, or any part thereof, is needed for National Security Purposes.

The Grantee by its acceptance of the Deed covenants and agrees for itself and its successors and assigns that in the event that the United States of America exercises its power to terminate the Grantee's interest in the Property, then the Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the GSA in its Federal Property Management Regulation in effect at the time of the reversion.

All of the covenants, conditions, restrictions, an obligations described in this Deed, run with the Property and are binding upon the Grantee and its heirs, successors, and assigns. Grantee's acceptance of this Deed is an acknowledgement that it is bound by all such covenants, conditions, restrictions, and obligations.

Meaning and intending to convey the same parcel of land described both in a document recorded in the Dukes County Registry of Deeds in Book 14, Page 38, and as Lot Forty-Seven (47) as set forth in the set off of Indian Lands at Gay Head, made by Richard L. Pease, Commissioner, and described in the Dukes County Registry of Deeds in Book 49, Page 136, and shown on a plan of Indian Lands at Gay Head, filed in the Registry of Probate for the County of Dukes County.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services has caused these presents to be duly executed for and in its name and behalf by Glenn C. Rotondo, Regional Commissioner, Public Buildings Service, General Services Administration New England Region, who have this __ day of _____ 2015 hereunto set their hands and seals.

UNITED STATES OF AMERICA By and through the
Administrator of the General Services

Witnesses:

By: _____
GLENN C. ROTONDO
Regional Commissioner

ACKNOWLEDGEMENT

Commonwealth of Massachusetts)
County of Suffolk) ss.

In Boston, in said County and State, on this ____ day of _____ 2015 before me personally appeared Glenn C. Rotondo, Regional Commissioner, Public Buildings Service, General Services Administration, Boston, Massachusetts, duly empowered and authorized, proved to me through satisfactory evidence of identification, which was a U.S. General Services Administration Identification Card, to be the person whose name is signed on the preceding instrument and by him duly executed, to be his free act and deed in his capacity as Regional Commissioner, Public Buildings Service for New England.

Carol H. Chirico, Notary Public
My commission expires 10/14/16

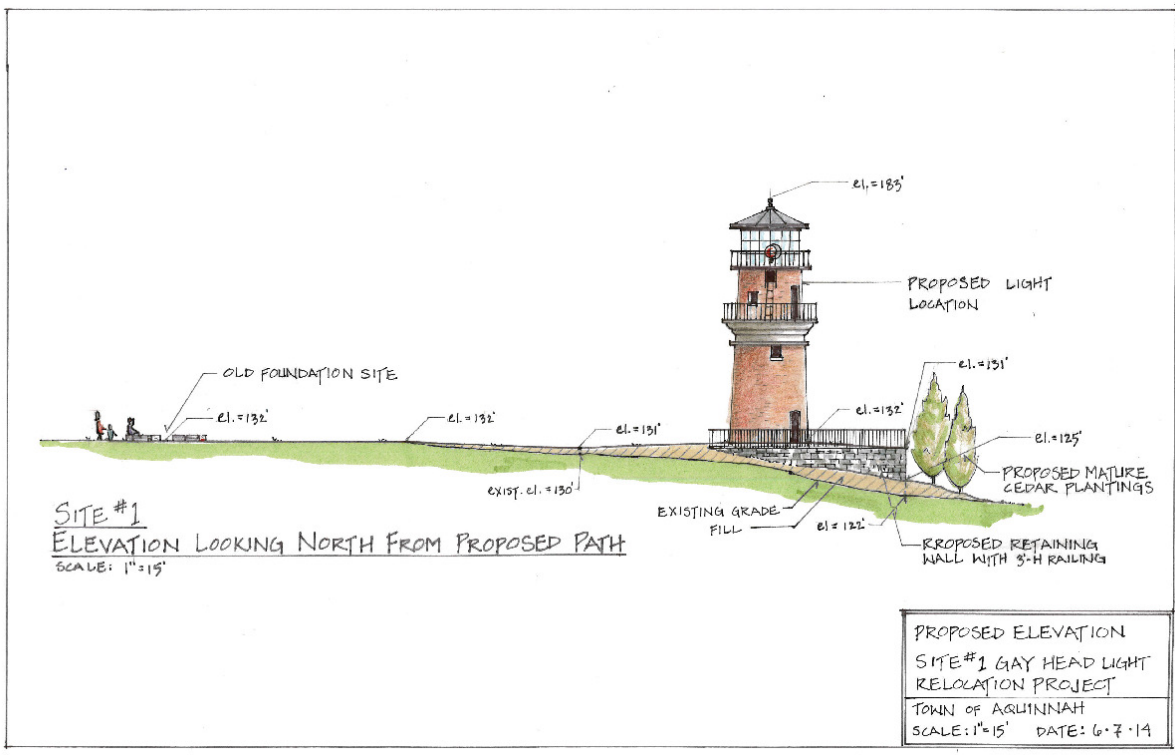
EXHIBIT C

(on five pages)

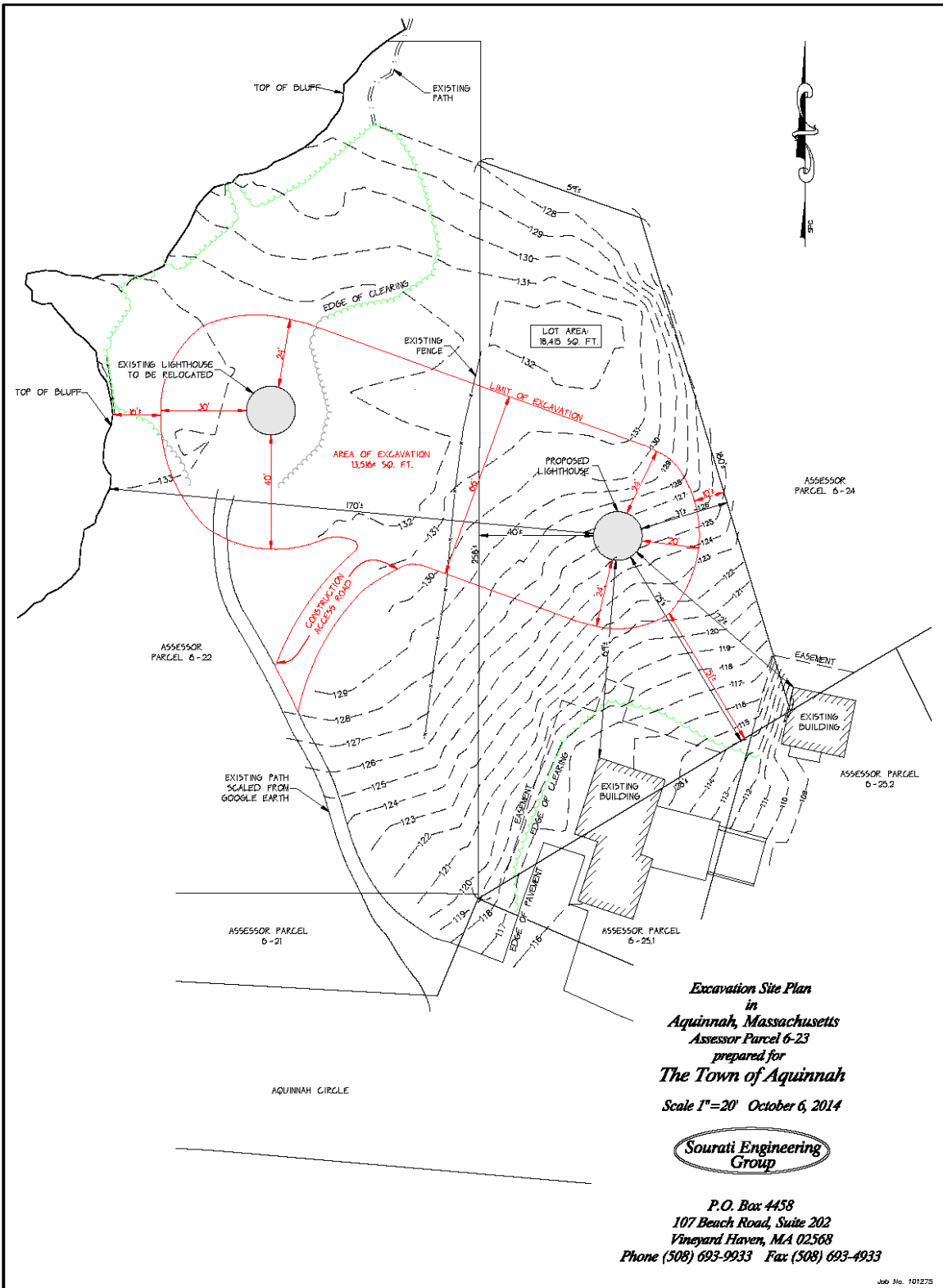
AERIAL PHOTOGRAPH OF RELOCATION SITE
SKETCH OF PROPOSED RELOCATION
SKETCH OF PROPOSED ELEVATION AT LOT 23
SKETCH OF EXCAVATION SITE PLAN
RELOCATION COORDINATES
PLAN OF PARCELS 22 & 23



Sketch of Proposed Relocation Sketch of Proposed Elevation at Lot 23



Sketch of Excavation Site Plan



Relocation Coordinates

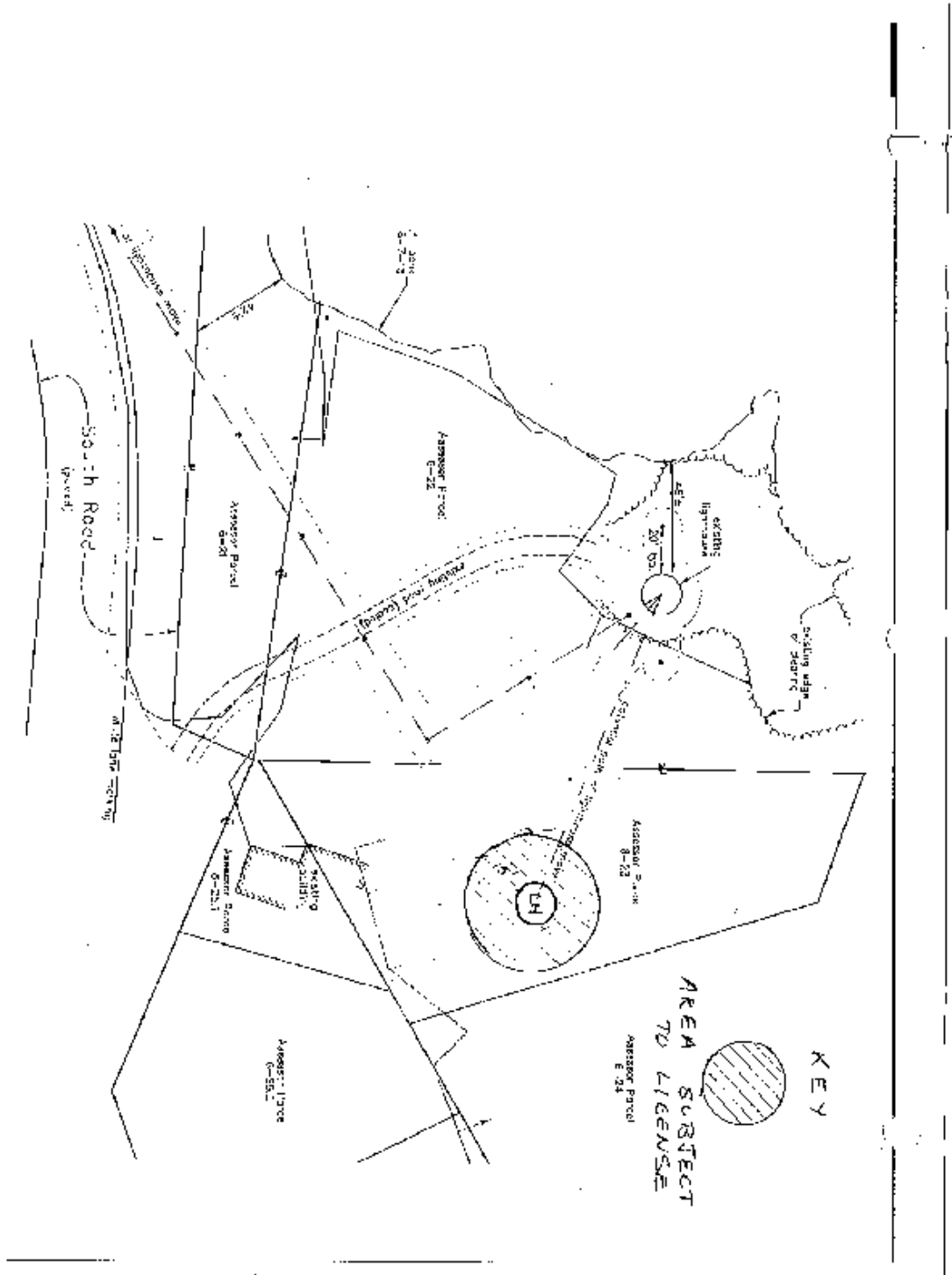


EXHIBIT D

AREA OF POTENTIAL EFFECT

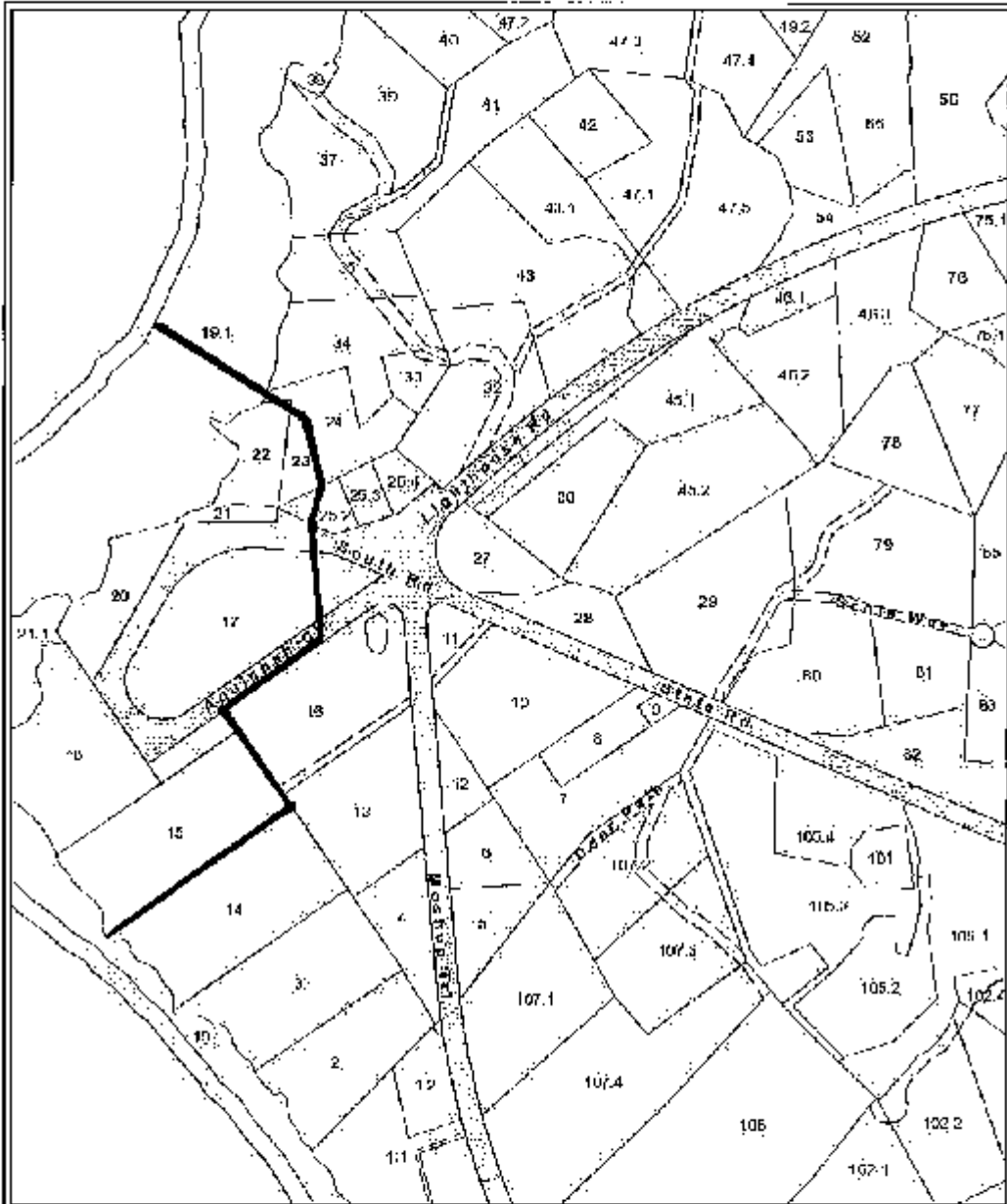


EXHIBIT D - Gay Head Lighthouse Area of Potential Effect s. 106
Aquinnah, MA
1 inch = 374 Feet
January 16, 2013



Data shown on this map is provided for planning and informational purposes only. The municipality and GAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of the map.

www.aquinnah.com
GAI Technologies

EXHIBIT E

NPS PRESERVATION COVENANT

This Covenant is granted on the ____ day of _____, 2015, by the TOWN OF AQUINNAH, 65 State Road, Aquinnah, Martha's Vineyard, County of Dukes, Commonwealth of Massachusetts 02535 (hereafter referred to as the "Grantor") for the benefit of the United States of America, acting by and through the Department of Interior, National Park Service for the purpose of the preservation of the Gay Head Lighthouse, listed on the National Register of Historic Places, located at Lot 23, Aquinnah, Duke's County, Martha's Vineyard, Massachusetts (the "Lighthouse").

The Lighthouse is more particularly described in the attached legal description, *to be added by the Grantor [Include legal description from deed with reference to deed book and page]*.

The undersigned Grantor, having obtained the Lighthouse without monetary consideration, to use for education, park, recreation, cultural or historic preservation purposes, from the United States of America pursuant to the National Historic Lighthouse Preservation Act of 2000 (NHLPA) and in accordance with the rules and regulations of the General Services Administration, does hereby agree that the Lighthouse shall be and permanently remain subject to the following covenants and restrictions:

I. HISTORIC PRESERVATION and OTHER USES.

a. Compliance with the Application. In support of eligibility to acquire the Lighthouse under NHLPA, the Grantor submitted the "Master Plan" for the Lighthouse as part of the Application. This Application and its acceptance by the Federal government shall constitute a binding agreement in its entirety between the Grantor and the Federal government, which shall remain in effect unless written modifications are agreed upon by both parties. The "Master Plan" may be amended from time to time at the request of either the Grantor or the National Park Service, with the written concurrence of the other party. Such amendments will be added to, and become a part of, the original "Master Plan." As part of the review of any amendments, the National Park Service is required to comply with Section 106 of the National Historic Preservation Act, as amended, and the National Environmental Policy Act, as amended. The Grantor agrees that it will furnish such data, maps, reports, and information as may be requested by the National Park Service to comply with these, and any other, laws as required.

b. Limitations on Sale, Conveyance, etc. The Grantor shall not sell, convey, assign, exchange, or encumber the Lighthouse, any part thereof or any associated historic artifact, including but not limited to any lens or lanterns, unless such sale, conveyance, assignment, exchange or encumbrance is approved by the National Park Service prior to its execution.

c. Commercial Activities. The Grantor may not conduct any commercial activities at the Lighthouse, any part thereof, or in connection with any associated historic artifact conveyed to the eligible entity in conjunction with the Lighthouse conveyance, in any manner, provided that such commercial activities are approved by the National Park Service.

II. COMPLIANCE

a. The National Park Service and any representative it may so delegate, shall have the right of entry upon the premises at any time to conduct periodic inspection to ensure compliance with the terms and conditions of the conveyance. The failure of any agency of the United States to exercise any right, term, covenant, condition or remedy granted under either this instrument or a deed of conveyance from the United States for a Lighthouse shall not be deemed to be a waiver of the same or any other term, covenant, condition, right or remedy. No term, covenant, condition, right or remedy shall be deemed to have been waived by the United States unless such waiver is in writing executed by a duly authorized representative of the United States.

b. Beginning no later than one year from the date of conveyance, the Town shall prepare reports describing the preservation, management and use of the Lighthouse, and provide financial statements from its operation. The time frames and specific materials requested will be determined by the National Park Service region in which the light station is located working in conjunction with the State Historic Preservation Officer.

III. GENERAL TERMS AND CONDITIONS

a. The application and its acceptance shall constitute the entire agreement between the Grantor and the National Park Service, unless modified and approved in writing by both parties.

b. The description of the Lighthouse set forth herein is believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this application.

c. The Grantor shall save, hold harmless, defend, and indemnify the National Park Service, its employees, agents, and representatives from any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or Lighthouse damage (including death, illness, or loss of or damage to Lighthouse or economic loss) that arises from the Grantor's or the Grantor's employee's, agent's, or representative's use or occupancy of the Lighthouse and/or the Grantor's failure to comply with the terms and conditions of the conveyance.

d. The Grantor shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded at the Grantor's expense within 30 days of their receipt in the manner prescribed by local recording statutes.

e. The Grantor further covenants and agrees for itself, its successors and assigns, to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the Lighthouse requested in this application, including, but not limited to:

1. All requirements imposed by or pursuant to the regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination

on the basis of race, color, or national origin;

3. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
 4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
 5. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires facilities located on the Lighthouse to be accessible to the physically handicapped; and
 6. The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
- f. The Grantor shall, within three months of the date of the recording of this covenant, erect and forever maintain a conspicuous sign or signs near the principal point or points of access to the Lighthouse that states: “The United States of America donated this lighthouse to the Town of Aquinnah for preservation and public use through the National Historic Lighthouse Preservation Act. This program is administered by the National Park Service.”
- g. The Grantor agrees that all income from the Lighthouse shall be used for preservation and maintenance of the Lighthouse according to the Town's Master Plan. While a reasonable amount of excess income may be carried forward from year to year to meet preservation and maintenance costs, all other excess income must be used for historic preservation, educational, or recreational purposes enunciated in the transfer agreement.

Appropriate signature lines here.

EXHIBIT F

MHC PRESERVATION COVENANT

PRESERVATION RESTRICTION AGREEMENT
between the COMMONWEALTH OF MASSACHUSETTS
by and through the MASSACHUSETTS HISTORICAL COMMISSION
and the TOWN OF AQUINNAH

The parties to this Agreement are the Commonwealth of Massachusetts, by and through the Massachusetts Historical Commission located at the Massachusetts Archives Building, 220 Morrissey Boulevard, Boston, Massachusetts 02125, hereinafter referred to as the Commission, and the TOWN OF AQUINNAH, 65 State Road, Aquinnah, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property, Lot 23, Aquinnah Massachusetts, with improvements thereon known as the Gay Head Light as described in a deed dated _____, from _____ to _____, recorded with the Dukes County Registry of Deeds, Book __ Page __, hereinafter referred to as the Premises. The Premises is also described in Exhibit A legal boundary description from deed cited above or Registry copy of deed cited above and legal plot plan referenced attached hereto and incorporated herein by reference; and

WHEREAS, the Premises includes, but is not limited to, the following Gay Head Lighthouse and is also shown as Parcel 23 on the Assessor's Map attached as Exhibit B hereto and incorporated herein by reference.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the Premises in order to protect the architectural, archaeological and historical integrity thereof; and

WHEREAS, the Premises is significant for its architecture, archaeology and/or associations, and was listed in the State and National Registers of Historic Places on June 15, 1987 and therefore qualifies for a preservation restriction under M.G.L., Chapter 184, section 32; and

WHEREAS, the preservation of the Premises is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, sections 31, 32, and 33 hereinafter referred to as the Act; and

WHEREAS, the present appearance and condition of the Premises and its significant character-defining architectural and historical materials, features and spaces at the time of the execution of this Agreement are documented in photographic depictions comprised of [#] of photographic images taken on [date], attached hereto as Exhibit C, and written descriptions attached hereto as Exhibit D, both Exhibit C and Exhibit D incorporated herein by reference; and

WHEREAS, the Commission is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under

the Act;

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Commission the following preservation restrictions, which shall apply in Perpetuity to the Premises.

I. PURPOSE

It is the Purpose of these preservation restrictions to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed in the National and/or State Registers of Historic Places, under applicable state and federal legislation. Characteristics which contribute to the architectural, archaeological and historical integrity of the Premises include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the Premises, including those characteristics which originally qualified the Premises for listing in the National and/or State Registers of Historic Places.

II. TERMS

The terms of the Agreement are as follows:

1. Maintenance of Premises: The Grantor agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the Premises in a manner satisfactory to the Commission according to the Secretary of the Interior's "Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings" (36 CFR 67 and 68), as these may be amended from time to time. The Grantor may seek financial assistance from any source available to it. The Commission does not assume any obligation for maintaining, repairing or administering the Premises.
2. Inspection: The Grantor agrees that the Commission may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.
3. Alterations: The Grantor agrees that no alterations shall be made to the Premises, including the alteration of any interior, unless (a) clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the Premises, or (b) the Commission has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, or (c) required by casualty or other emergency promptly reported to the Commission. Ordinary maintenance and repair of the Premises may be made without the written permission of the Commission. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines which are attached to this Agreement and hereby incorporated by reference.
4. Notice and Approval: Whenever approval by the Commission is required under this restriction, Grantor shall request specific approval by the Commission not less than (30) days prior to the date Grantor intends to undertake the activity in question. A request for such approval by the grantor shall be reasonably sufficient as a basis for the Commission to approve

or disapprove the request. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Commission to make an informed judgment as to its consistency with the purposes of this Preservation Restriction. Within (30) days of receipt of Grantor's reasonably sufficient request for said approval, the Commission shall, in writing, grant or withhold its approval, or request additional information relevant to the request and necessary to provide a basis for its decision, However, should the Commission determine that additional time is necessary in order to make its decision the Commission shall notify the Grantor. The Commission's approval shall not be unreasonably withheld, and shall be granted upon a reasonable showing that the proposed activity shall not materially impair the Purpose of this Agreement

5. Agreement. Failure of the Commission to make a decision within sixty (60) days from the date on which the request is accepted by the Commission or notice of a time extension is received by the Grantor shall be deemed to constitute approval of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.
6. Assignment: The Commission may assign this Agreement to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of historic properties only in the event that the Commission should cease to function in its present capacity.
7. Validity and Severability: The invalidity of M.G.L. c. 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
8. Recording, Effective Date: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and file a copy of such recorded instrument with the Commission. This agreement shall become effective when recorded with the Dukes County Registry of Deeds.
9. Archaeological Activities: The conduct of archaeological activities on the Premises, including without limitation, survey, excavation and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the State Archaeologist of the Massachusetts Historical Commission (M.G.L. Ch.9, Section 27C, 950 CMR 70.00).
10. Conditions on Conveyance: The Grantor agrees to insert an appropriate reference to this Agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Premises, the Premises, or any part thereof.
11. Casualty Damage or Destruction: In the event that the Gay Head Lighthouse or any part thereof shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Commission in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Premises and to protect public safety, shall be undertaken by the Grantor without the Commission's prior written approval indicating that the proposed work will meet the Secretary's Standards. The Commission shall give its

written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Premises, the Commission determines that the features, materials, appearance, workmanship, and setting which made the Premises eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Commission will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Commission in writing of any decision to remove the Premises from the National Register. If the Premises are removed, Commission and Grantor may agree to extinguish this Agreement in whole or in part in accordance with the requirements of the Act and the laws of the Commonwealth of Massachusetts.

12. Enforcement: The Commission shall have the right to prevent and correct violations of the terms of this preservation restriction. If the Commission, upon inspection of the Premises, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except where the Commission determines that an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Premises, the Commission shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Commission may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantor to restore the Premises to a condition that would be consistent with the preservation purposes of the grant from the Massachusetts Preservation Projects Fund and the Massachusetts Historical Commission. In any case where a court finds that a violation has occurred, the court may require the Grantor to reimburse the Commission and the Commonwealth's Attorney General for all the Commonwealth's expenses incurred in stopping, preventing, and or correcting the violation, including, but not limited to, reasonable attorney's fees. The failure of the Commission to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.
13. Amendment: Grantor and Commission may by mutual written agreement jointly amend this Agreement, provided that the amendment shall be consistent with the purpose of the Agreement and shall not reduce the protective controls enumerated in its terms and conditions. Any such amendment shall not be effective unless it is executed in the same manner as this Agreement, refers expressly to this Agreement, and is recorded with the [name of District] Registry of Deeds.
14. Professional Qualifications Standards. The Grantor hereby agrees that all historical, archaeological, architectural history, architectural, and historic architectural work carried out pursuant to this agreement shall be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983), as it may be amended.

The burden of these restrictions enumerated in paragraphs 1 through 13, inclusive, shall run with the land and is binding upon future owners of an interest therein.

SIGNATURE PAGE

RESTRICTION GUIDELINES

The purpose of the Restriction Guidelines is to clarify Paragraph Three of the Terms of the Preservation Restriction Agreement, which deals with alterations to the Premises. Under this Paragraph, prior permission from the Massachusetts Historical Commission is required for any major alteration. Alterations of a minor nature, which are part of ordinary maintenance and repair, do not require the Commission's prior review.

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Commission, the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

PAINT

Minor - Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including murals, stenciling, wallpaper, ornamental woodwork, stone, decorative or significant original plaster.

WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary reglazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows as well as any level of stained glass window conservation/restoration. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Premises is also considered a major alteration.

LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or Premises; altering of Premises; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e., sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls;

removing or altering stylistic features; altering primary staircases.

EXHIBIT B

[Provide metes and bounds description of the 1.35 Premises and attach a recordable plat of the Premises]

EXHIBIT C

[Provide photographs of Gay Head Lighthouse]

EXHIBIT D

[Provide written descriptions of photographs]

EXHIBIT G

GRANT OF EASEMENT TO THE U.S. COAST GUARD

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the Town of Aquinnah, having a business address at the Aquinnah Town Hall, 65 State Road, Aquinnah, MA 02535 (“Grantor”), in consideration of One Dollar paid and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby give, grant, bargain, sell and convey to the United States of America, for the benefit of the Department of Homeland Security, United States Coast Guard, its successors and assigns (“Grantee”), a perpetual right and easement to keep, locate, access, service, install maintain, operate, repair, replace and remove any “Federal aids to navigation” (“ATONs”) at the Gay Head Lighthouse located on Lot 23, Aquinnah, Massachusetts (“Property”).

The Grantor hereby expressly grants, perpetual and assignable the following easements to the Grantee:

1. An easement to keep, locate, access, service, install, maintain, operate, repair, replace, and remove ATONs and any and all associated equipment at the Gay Head Lighthouse..
2. An easement to relocate or add any ATONs and any and all associated equipment, or make changes on any portion of the Property including the Gay Head Lighthouse as may be necessary for navigational purposes.
3. An easement over and across the Property in favor of the USCG for the purpose of servicing, maintaining, locating, operating, repairing and replacing ATONs and any and all associated equipment on the Property and the Gay Head Lighthouse. The USCG shall have the right to enter the Gay Head Lighthouse at any time, with notice, for the purpose of maintaining the ATONs and performing the other functions contemplated herein. Access shall be across any portion of the Property as necessary. Upon completion of the servicing, maintaining, operating, repairing and replacing of ATONs and any associated equipment, the Gay Head Lighthouse shall, at the sole cost of the Grantee, subject to the availability of appropriated funds, be left as nearly as reasonably possible in the same condition as before any such work began.
4. An easement for the purpose of preserving and maintaining a light beacon for an ATON with an arc of visibility between lines emanating from the center of the light beacon on an azimuth of 270 degrees true, with the stipulation that nothing will be constructed, maintained or permitted of a height sufficient to interfere or obstruct the said light beacon over the Property.
6. The Grantor covenants for itself, its assigns and successors, that it shall not interfere with or allow interference in any manner with any ATONs or associated equipment, nor hinder activities required for the operation and maintenance of any Federal aid to navigation or associated equipment in use at the Gay Head Lighthouse without express written permission from the Grantee.

The Grantor further covenants for itself, its assigns and successors, to maintain the Lighthouse in good repair and in a clean and safe condition in a manner that will not interfere with the Grantee's use of the Property granted herein.

IN WITNESS WHEREOF, the TOWN OF AQUINNAH, acting by and through the _____ has caused these presents to be duly executed for and in its name and behalf by _____, who has this _____ day of _____, 2012, hereunto set his hand and seal.

TOWN OF AQUINNAH

ACKNOWLEDGEMENT

Commonwealth of Massachusetts)
Dukes County) ss.

In Aquinnah, in said County and State, on this _____ day of _____, 2015, before me personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding instrument and by him duly executed, to be his free act and deed in his capacity as _____.

My commission expires _____

EXHIBIT H

MEASURES TO LIMIT POTENTIAL DAMAGE TO GAY HEAD CLIFFS DURING RELOCATION PROJECT, BY GEI CONSULTANTS

Purpose

We prepared this memo to address measures that can be implemented to mitigate concerns expressed by others for the potential for cliff erosion and instability from activities associated with the relocation of the Gay Head Lighthouse. We understand that there are concerns that the relocation activities could potentially increase or aggravate the ongoing cliff erosion or affect the stability of the cliff.

Cliff Stability

Prior to the relocating the lighthouse, an approximately 9-ft-deep excavation will be made around the circumference of the lighthouse. Based on plans provided to us, the excavation will need to extend outward a distance of about 24 feet from the lighthouse so that the contractor can install the necessary equipment for lifting and moving the lighthouse. Based on discussions with the contractor, their equipment is estimated to weigh about 10 tons. We estimate that the soil that will be removed from excavation around the lighthouse will weigh about 1,200 to 1,300 tons. Thus, the removal of the soil from around the lighthouse and the installation of the contractor's equipment will result in a net unload for a distance of about 24 feet around the lighthouse. Removing weight at the top of a cliff or slope generally increases the stability of the cliff or slope. Therefore, excavating around the lighthouse and the installation of the contractor's equipment will not make the cliff less stable.

Ground Surface Monitoring

The ground surface around the lighthouse can be monitored to confirm that the relocation activities are not inducing ground movements. Ground surface monitoring can be accomplished by establishing fixed monitoring points in the ground around the lighthouse and along the edge the cliff. The monitoring points are installed and their vertical and horizontal positions are established by the project surveyor before the start of any relocations activities and at specified intervals during relocation activities. In addition, visual observations for signs of distress at the ground surface such as tension cracks, slumps, etc. can also be performed.

Seepage and Erosion Controls We understand that groundwater seepage and surface water infiltration are considered to be important factors that contribute to the ongoing instability of the Gay Head Cliffs. We do not anticipate encountering groundwater excavations during the relocation activities. We anticipate that surface water from rain or snow melt that enters the excavation can be managed with sumps that discharge onto the ground surface away from the excavation, or into recharge pits located well away from the excavation and cliff. In addition, tarps can be placed across the excavation to prevent rainwater from infiltrating into the excavation. The bottom of the excavation can also be graded to direct runoff away from the cliff and into sumps.

Excavations and Backfilling

Excavations can be monitored and the excavation advanced in two to three foot lifts. The excavated soils can then be segregated stockpiled so that they can later be replaced in the reverse order that they were removed. In-place density testing of the soil can be performed prior to excavation and after replacement to confirm that the soil is replaced and compacted to its approximate original density. The soil should be replaced in thin lifts and compacted with small hand operated vibratory plate compactors or a self-propelled drum roller without vibration.

EXHIBIT I

MHC PHOTOGRAPHIC DOCUMENTATION TECHNICAL REQUIREMENTS FOR DIGITAL IMAGES

This document addresses technical requirements for digital photographs submitted to the MHC in fulfillment of mitigation measures. Please refer to agreement documents for project/property-specific requirements pertaining to image composition as well as any additional documentation package components.

General Requirements

In all cases, digital images must be submitted with the following elements:

- The original digital data file captured by the digital camera.
- A print of the image – see below for printer/ink/paper requirements.
- A photo submission form and photo log.

Digital Files

- The original, uncompressed digital file must accompany digital prints. That is, submit the digital file in the form originally captured by the digital camera—unedited and not manipulated in any way by image-processing software.
- If your camera takes Tiff format images, submit files in uncompressed Tiff format. If your camera only takes jpeg images, set the camera to its highest quality and submit the original file as described above.
- Minimum image dimensions: 1600x1200 pixels at 300 ppi or larger, 8-bit or larger color format.
- Take black and white images using the black and white setting of your digital camera. If your digital camera doesn't take black and white images—submit color images only. Black and white image files should be stored as RGB files, not as grayscale.
- Submit files on a labeled CD-R or DVD. Do not use a CD-RW.
- Label CD-Rs with a Sharpie-type pen in the label area of the disk, not on the data side.
- Do not affix an adhesive label to the disk.
- Submit CDs in a plastic jewel case—not in a plastic sleeve or paper envelope.
- The file name for each electronic image saved on the CD-R must correspond with the photo log included in the documentation package and the information labeled on the back of each photograph, and it should also reference the state, county, and city or town in which the property is located. For example, the image files for the Samuel Harrison House in Pittsfield, Berkshire County, Massachusetts, would be saved as “MA_Pittsfield (Berkshire County)_Harrison1.tif,” “MA_Pittsfield (Berkshire County)_Harrison2.tif,” and so forth.
- Some image-processing software allows the editing of image file metadata; MHC strongly recommends that the following information be included in image file metadata: photographer name, copyright info, and a brief description of the image.

Digital Prints

- Prints must be 4x6 inches or larger.
- Prints may be black and white or color.
- If submitting black and white prints, the print must have been taken originally in black and white and *not* created by converting a color image to grayscale using an image processing software program (such as Photoshop).
- **Do not mount prints.**
- Label prints on the back with a soft lead pencil. Be sure to include the location, including county and city or town name.
- To ensure archival longevity, prints must be made using a photo-quality printer using appropriate brand name paper and inks. *Printers, paper, and ink must all be from the same manufacturer and must be from the approved list below.* For example, prints made on an Epson printer must be on Epson paper with Epson brand inks. The archival stability of third-party papers and inks cannot be guaranteed and is therefore unacceptable.

Paper and Ink Requirements

The following paper and ink combinations these are approved by the MHC. If you would like to submit images on different printer/paper/ink combinations, proof of the archival stability of the combination must be provided and is subject to approval by MHC. As additional printers, papers, and inks are approved by MHC, they will be added to this list. (For more information on archival stability of image printing papers and inks visit <http://www.wilhelm-research.com/>)

Printer	Inks	Paper
Epson Printers	Epson UltraChrome pigmented inks	Epson Premium Glossy Paper Epson Premium Semigloss Photo Paper Epson Premium Luster Photo Paper Epson Premium Semimatte Photo Paper Epson UltraSmooth Fine Art paper Somerset Velvet for Epson Epson Velvet Fine Art paper Epson Textured Fine Art Paper Epson Enhanced Matte paper
	Epson PictureMate inks	Epson PictureMate Photo Paper
Hewlett-Packard Printers	Hewlett-Packard (HP) 84/85 dye-based inkset	HP Premium Plus Photo and Proofing Gloss HP Premium Plus High Gloss Photo Paper HP Premium Plus Soft Gloss Photo Paper HP Premium Photo Paper, Gloss HP Premium Photo Paper, Soft Gloss
	Hewlett Packard 59 gray photo cartridge	HP Premium Plus and HP Premium Photo Papers (high gloss, glossy, and soft gloss)
	Hewlett Packard 100 gray photo cartridge	HP Premium Plus and HP Premium Photo Papers (high gloss, glossy, and soft gloss)
	Hewlett Packard Vivera inks (95 and 97 tri-color cartridges)	HP Premium Plus and HP Premium Photo Papers (high gloss, glossy, and soft gloss)

(trial guidelines 2-1-06)

(additions by BF 2-9-06, 4-12-06)

Massachusetts Historical Commission Photo Submission Form

Please submit one form for each group of digital images

About your digital files:

Camera Used (make, model): _____

Resolution of original image capture (camera setting including resolution and file format):

File name(s) (attach additional sheets if necessary) check here to refer to attached photo log:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

About your prints:

Printer make and model: _____

Paper: brand & type (i.e., Epson Premium Glossy Photo)

Ink: _____

Signature: (By signing below you agree that the information provided here is true and accurate.)

Signature: _____ Date: _____