

**COASTAL RESOURCES MANAGEMENT COUNCIL
RIGHTS-OF-WAY SUBCOMMITTEE
RECOMMENDATION AND REPORT**

The Rights-of-Way Subcommittee has reviewed the request by the Town of North Kingstown (hereinafter referred to as the "Town") to designate the following properties as public rights-of-way to the shore: the Allen Harbor Complex, Wilson Park and the Town Wharf. The Town is the owner of record of all three named parcels. As set forth in this report, the Rights-of-Way Subcommittee recommends that the full Council designate these parcels as public rights-of-way to the tidal waters of Rhode Island.

The Town originally nominated all three parcels for designation as rights-of-way on March 13, 2000. This subcommittee held a public hearing in North Kingstown on May 20, 2002. After that hearing, the subcommittee members voted to recommend that all three parcels be designated as public rights-of-way. The subcommittee, however, did not forward that positive recommendation to the full Council. It should be noted, however, that the Town renewed its request on February 27, 2012, by a vote of the Town Council, and confirmed its support for the designation of the three rights-of-way in a letter dated January 27, 2020 from Nicole LaFontaine, the Town's Director of Planning and Development. This report describes all three parcels, including a statement as to record title ownership. Since the Town's request is to designate the parcels in their entirety, as opposed to a designated area in the parcels, no descriptions are given. Rather, the deed descriptions for the parcels are attached to this report as Exhibit A and incorporated herein.

1. Allen Harbor Complex. The Allen Harbor Complex (hereinafter referred to as "Allen Harbor") is a lot on the westerly side of Allen Harbor Road and Bruce Boyer Street. The parcel

also borders the westerly side of Allen Harbor. It consists of approximately 8.8 acres and is designated as Assessor's Plat 194, Lot 2, on the North Kingstown Tax Assessor's Plat Maps. The Town is the owner of record for Allen Harbor, by way of a quit-claim deed from the United States of America dated November 25, 1980, and recorded in Book 352, Page 145 in the Land Evidence Records for the Town of North Kingstown. The Town does maintain the site as a public facility, which includes a boat launch. The request from the Town is to designate the entire parcel as a public right-of-way to the tidal waters of Rhode Island. As stated above, the description is contained in the deed from the United States of America and attached hereto as Exhibit A.

2. Wilson Park. Wilson Park is located at the northern end of Intrepid Drive. The parcel is comprised of approximately 7.15 acres. It is bounded on three sides by Mill Cove, and is designated as Assessor's Plat 118, Lot 35 on the North Kingstown Tax Assessor's Plat Maps. The parcel was created from Lot 27 on Assessor's Plat 118, and the Town obtained title to the parcel from the United States of America, acting by and through the Administrator of General Services, by among other things pursuant to the Surplus Property Act of 1944. The deed from the United States of America was dated March 15, 1966 and recorded in the North Kingstown Land Evidence Records on March 29, 1966 in Book 196, Page 529. Again, this is a public park operated and maintained by the Town. There is also a boat launch at Wilson Park. The Town is requesting that the entire parcel be designated as a public right-of-way to the tidal waters of Rhode Island. The parcel is described in the deed from the Administrator of General Services attached hereto as Exhibit A.

3. Town Wharf. The Town Wharf is located at the end of Main Street in the Town of North Kingstown. It is basically a wharf that extends into Wickford Cove from the westerly shore. The wharf is approximately 44,300 square feet in area. It is designated as Assessor's Plat 117, Lot 257 on the North Kingstown's Tax Assessor's Plat Maps. The Town obtained title to the parcel from the Rodman Manufacturing Company by way of a bargain and sale deed dated November 30, 1948 and recorded in the North Kingstown Land Evidence Records on December 13, 1948, in Book 88, Page 39. The Town Wharf is also a public facility that is maintained by the Town. As with the other two parcels, the Town requests that the entire Town Wharf parcel be designated as a public right-of-way to the tidal waters of Rhode Island. The Town Wharf's description is contained in the deed from the Rodman Manufacturing Company attached hereto as Exhibit A.

It should be noted that all three parcels are publicly owned by the Town and currently used as access points to the shore. The Town has had a long-standing interest in recognizing this important public use and designating these parcels as rights-of-way to the shore. The Rights-of-Way Subcommittee unanimously recommends that the Coastal Resources Management Council designate Allen Harbor, Wilson Park and the Town Wharf, all located in and owned by the Town of North Kingstown, be designated as public rights-of-way to the tidal waters of Rhode Island.

BOOK 352 PAGE 145

QUITCLAIM DEED

The UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Regional Director, Northeast Region, Heritage Conservation and Recreation Service, with offices at the Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pennsylvania, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 91-485 (84 Stat. 1084), and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes in perpetuity by the Town of North Kingstown, Rhode Island, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all right, title and interest of the Grantor in and to the following described property situated in the Town of North Kingstown, the County of Washington, and the State of Rhode Island:

That certain lot or parcel of land together with the buildings and improvements thereon, located in the Town of North Kingstown and shown on that plan entitled "Town Engineer's Map Showing Land of the Town of North Kingstown on Spink Neck at Allen Harbor, Scale 1" = 80'" prepared by Syl Pauley Jr., P.E., recorded in Deed Bk. 348 Page 243 of the Land Evidence Records of the Town of North Kingstown, Rhode Island, being more particularly bounded and described as follows:

Beginning at a drill hole at the water's edge on the southerly shoreline of the Allen Harbor also being the northeasterly corner of land now or formerly of the U.S. Government; thence running southwesterly a distance four hundred ninety-seven and thirty-four one hundredths (497.34) feet to a stone marker; thence turning an interior angle of 191°-25'-32" and running southwesterly one hundred eight and seventy-three one hundredths (108.73) feet to a stone marker; thence continuing along the same course twenty-two and fifty-two one hundredths (22.52) feet to a stone marker at the northwesterly corner of the herein described parcel at the northeasterly corner of the intersection of Davisville Road and Spink Neck Road, the last three courses being bounded northwesterly by said Government lands; thence turning an interior angle of 76°-02'-40" and running southeasterly eighty-three and seventy-four one hundredths (83.74) feet bounded southwesterly by said Davisville Road to a stone marker; thence turning an interior angle of 92°-31'-50" and running northeasterly one hundred twenty-two and eighty-one one hundredths (122.81) feet to a stone marker; thence turning an

SEE PLAT 1578

interior angle of 179°-55'-45" and running northeasterly five hundred four and forty-nine one hundredths (504.49) feet to a stone marker; thence turning an interior angle of 191°-13'-35" and running northeasterly five hundred sixty-two and ninety-five one hundredths (562.95) feet to a stone marker; thence turning an interior angle of 179°-45'-40" and running northeasterly four hundred thirty-six and sixty-one one hundredths (436.61) feet to a stone marker; thence turning an interior angle of 159°-54'-20" and running northeasterly one hundred eighty-two and eighty-three one hundredths (182.83) feet to a stone marker; thence turning an interior angle of 90° and running northwesterly ten (10) feet to a stone marker; thence turning an interior angle of 270° and running northeasterly one hundred ten (110) feet to a stone marker; thence turning an interior angle of 270° and running southeasterly ten (10) feet to a stone marker; thence turning an interior angle of 90° and running northeasterly two hundred ninety and three one hundredths (290.03) feet to a stone marker; thence continuing along the same course fifty (50) feet more or less to the mean high water line of Narragansett Bay, the last ten courses being bounded by U.S. Government lands; thence running northwesterly along said Narragansett Bay one hundred (100) feet more or less to other lands now or formerly of the U.S. Government; thence turning inland and running southerly fifty (50) feet more or less to a stone marker; thence turning an interior angle of 242°-58'-40" and running southwesterly seventeen and ninety-six one hundredths (17.96) feet to a stone marker; thence turning an interior angle of 207°-14'-20" and running northwesterly one hundred forty-eight and forty-one one hundredths (148.41) feet to a stone marker; thence turning an interior angle of 145°-07'-00" and running southwesterly one hundred four and eight-five one hundredths (104.85) feet to a steel bulkhead at the water's edge on the easterly shoreline of Allen Harbor, the last four courses being bounded by U.S. Government lands; thence running southwesterly, southerly, southeasterly and southerly one thousand seven hundred sixty (1760) feet more or less bounded northwesterly, westerly, southwesterly and westerly along said Allen Harbor to the point and place of beginning. The above described parcel contains fourteen and seventy-six one hundredths (14.76) acres.

The above-described Parcel is subject to and the Grantor herein reserves for itself, its successors and assigns, a perpetual right appurtenant to the Premises, to pass and repass with all manner of vehicles over and across Spinks Neck Road to provide ingress and egress to the Premises to the Grantor and its assigns.

The property herein conveyed contains 14.76 acres of land more or less and was formerly a part of the Davisville Naval Construction Battalion Center, Allen Harbor, North Kingstown, Rhode Island under the administrative jurisdiction of the United States Navy, an agency of the United States Government.

TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises.

SUBJECT TO any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipe-lines, drainage ditches, sewer mains and lines, and public utilities affecting the property herein conveyed, including but not limited to the following:

1. An agreement entitled the Quonset-Davisville Access and Services Agreement by and between the United States of America and the Rhode Island Port Authority and Economic Development Corporation. Said Agreement was executed September 11, 1980 and recorded September 12, 1980 in Deed Bk. 348 Pg. 289 of the Land Evidence Records of the Town of North Kingstown, Rhode Island.

2. A perpetual easement appurtenant to the portions of the former Davisville Construction Battalion Center conveyed to the Rhode Island Port Authority and Economic Development Corporation or the State of Rhode Island by the United States of America (the "Port Authority Property") by deed dated September 11, 1980 and recorded September 12, 1980 in Deed Bk. 348 Pg. 243 of the Land Evidence Records of the Town of North Kingstown, Rhode Island, to operate, maintain, repair and replace all pipes, poles, conduits, wires, cables, ducts, fixtures, buildings, or other improvements, together with any equipment appurtenant to any of the foregoing, presently existing and located on the Quonset Point Naval Air Station Golf Course property, which are or may be reasonably necessary or desirable to provide, convey or transmit utility services to the Port Authority property. For purposes hereof, utility services shall include, without limitation, water, gas, electricity, steam (both process and heating), telephone, street lighting, fire alarm, sewage collection and treatment, and storm drainage.

TO HAVE AND TO HOLD the above premises, subject to the easements, reservations, exceptions, restrictions, conditions, and covenants herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

There are excepted from this conveyance and reserved to the Grantor all oil, gas, and other minerals in, under, and upon the lands herein conveyed, together with the right to enter upon the land for the purpose of mining and removing the same.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to Grantee.

It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1. The property shall be used and maintained exclusively for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in Grantee's application submitted by Grantee on February 18, 1980 with a Resolution under separate cover letter dated January 3, 1981

which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreational area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If, at any time, the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. The Grantee further covenants and agrees for itself, its

successors and assigns, to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49) and regulations and orders promulgated thereunder, to assure that development of facilities on the property makes such facilities accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) 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.

7. The Grantee further covenants and agrees to comply with the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), Executive Order 11988 (May 24, 1977) for Floodplain Management and Executive Order 11990 (May 24, 1977) for Protection of Wetlands where said Amendments and Orders are applicable to the property herein conveyed. In particular, Grantee agrees that the property herein conveyed shall be subject to any use restrictions issued under said Amendments and Orders.

8. As part of the consideration for this deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will: (a) obtain from each other person (any legal

entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; and that this covenant shall run with the land hereby conveyed, and shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

9. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect:

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this 12 day of November, 1980.

UNITED STATES OF AMERICA

By Arthur M. Calivie
Deputy Regional Director
Northeast Region
Heritage Conservation and Recreation Service
Room 9310, Federal Building
600 Arch Street
Philadelphia, Pennsylvania 19106

State of Pennsylvania)
County of Philadelphia) SS

On this 12th day of November, 1980, before me, the subscriber, personally appeared Arthur M. Calivie to me known and known to me to be the Deputy Regional Director, Northeast Region, Heritage Conservation and Recreation Service, of the United States Department of the Interior, a governmental agency of the United States of America, with offices at the Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pennsylvania, and known to me to be the same person described in and who executed the foregoing instrument as such Deputy Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Carol Ann Kropp
NOTARY PUBLIC

My Commission expires:
CAROL ANN KROPP
Notary Public, Phila. Phila. Co.
~~My Commission Expires Oct 14, 1983~~

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.



TOWN OF NORTH KINGSTOWN, RHODE ISLAND
By Marquette Aubert
Title Town Council President

STATE OF RHODE ISLAND)
COUNTY OF WASHINGTON) ss

On this 19th day of November, 1980, before me
William L. Hubert, the undersigned officer, personally
appeared Marguerite Neuhart, of the Town of North Kingstown,
Rhode Island, known to me to be the person described in the foregoing
instrument, and acknowledged that she executed the same in the capacity
therein stated and for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.



William L. Hubert
Town Clerk

RECEIVED FOR RECORD LAND EVIDENCE DEPT
11-25 1980
TOWN CLERK OF THE
TOWN OF NORTH KINGSTOWN
Book 352 Page 145

Know all Men by these Presents, that

THE RODMAN MANUFACTURING COMPANY, a corporation created under the laws of the State of Rhode Island

hereinafter called the Grantor

for and in consideration of the sum of

----- T E N (\$10.00) ----- Dollars to it paid by

TOWN OF NORTH KINGSTOWN, a municipal corporation created by the General Assembly of the State of Rhode Island, in the County of Washington, in said State

hereinafter called the Grantee, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Grantee

and its successors heirs and assigns forever,

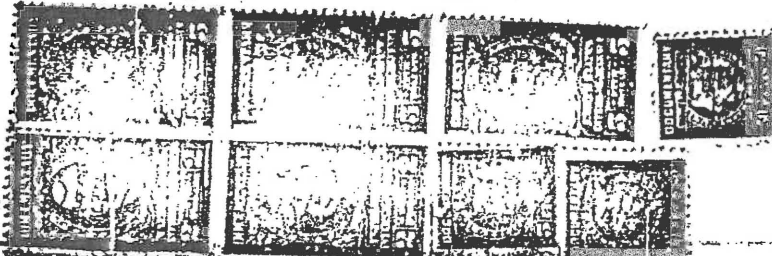
in fee simple

That certain tract or parcel of land with all the buildings and improvements thereon situate in the Village of Wickford, Town of North Kingstown, County of Washington, in the State of Rhode Island, being commonly known as "Rodman's Wharf" and "Bakers Wharf", bounded and described as follows:

Beginning at a stone bound in the southerly line of Main Street at the northeasterly corner of land now or lately of the Estate of Nellie B. Reynolds, and running thence easterly bounding northerly on said Main Street and on the Town slip or dock, so-called, to Narragansett Bay; thence turning and running southerly bounding easterly on said Narragansett Bay to Wickford Cove; thence turning and running westerly bounding southerly on said Wickford Cove to land now or lately of the Estate of Nellie B. Reynolds; thence turning and running northerly along a line of old cap stones and bounding westerly on said Estate land ninety-two (92) feet, more or less, to a stone bound; thence turning an exterior angle of 141°46' and running northwesterly bounding southwesterly on said Estate land forty and 21/100 (40.21) feet to said stone bound in the southerly line of Main Street and the point or place of beginning.

Said premises being the same premises conveyed to this grantor by the following deeds: (1) from Robert Rodman to Rodman Manufacturing Company, dated July 12, 1893 and recorded in the Land Records of the Town of North Kingstown in Deed Book 41 at page 42; (2) from Baker Coal Company to Rodman Manufacturing Company, dated August 29, 1931 and recorded in said office in Deed Book 62 at page 491, which said deeds are hereby incorporated by reference for a further particular description of said property.

Together with all wharves on said property and extending out into Narragansett Bay and together with all littoral and riparian rights appurtenant to or passing with the deed to said premises.



To Have and to Hold, the aforegranted premises, with all the privileges and appurtenances thereunto belonging, unto and to the use of said Grantee

and its successors heirs and assigns forever, in fee simple.

And it the said Grantor does hereby, for itself and for its successors heirs, executors and administrators, covenant with the said Grantee and its successors heirs and assigns that it is lawfully seized in fee simple of the said granted premises; that the same are free from all incumbrances

that it has good right, full power and lawful authority to sell and convey the same in manner as aforesaid; that the said Grantee and its successors heirs and assigns shall by these presents at all times hereafter peaceably and quietly have and enjoy the said premises, and that it, the said Grantor will, and its successors heirs, executors and administrators, shall warrant and defend the same to the said Grantee and its successors heirs and assigns forever against the lawful claims and demands of all persons

WITNESSETH

that the said Grantor and its successors heirs, executors and administrators, shall warrant and defend the same to the said Grantee and its successors heirs and assigns forever against the lawful claims and demands of all persons

In Witness Whereof,

signed this thirtieth day of November in the year of our Lord one thousand nine hundred and forty-eight, said THE RODMAN MANUFACTURING COMPANY has caused these presents to be signed and its corporate seal to be hereunto affixed by its officer thereunto duly authorized. Signed and sealed in presence of

Walter Rodman
Roger W. Rodman

THE RODMAN MANUFACTURING COMPANY
BY: Albert L. Rodman President



State of Rhode Island, Etc.)

COUNTY OF PROVIDENCE) In Providence in said County on the
30 th day of November A. D., one thousand nine hundred
and forty-eight, before me personally appeared the above named Grantor

of said THE RODMAN MANUFACTURING COMPANY,
each and all to me known, and known by me to be the part
and acknowledged said instrument, by
act and deed, free act and deed in said capacity and the free act and
deed of said THE RODMAN MANUFACTURING COMPANY.

State of Rhode Island, Etc.)

COUNTY OF WASHINGTON) In North Kingstown in said County on the
Thirtieth day of November A. D., one thousand nine hundred
and Forty-eight before me personally appeared the above named Grantor
Albert L. Rodman, President

of said THE RODMAN MANUFACTURING COMPANY
each and all to me known, and known by me to be the party
and he acknowledged said instrument, by him
act and deed. in said capacity and the free act and deed of said
RODMAN MANUFACTURING COMPANY

Oliver F. W. Steere
Notary Public

RECEIVED FOR RECORD)
Dec 13 1948
At 8:40 P. M.) TOWN CLERK

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THIS DEED made by and between the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the Surplus Property Act of 1944 (58 Stat. 765), as amended, and particularly by Public Law 616, 80th Congress, approved June 10, 1948, and the regulations and orders promulgated thereunder, party of the first part and the TOWN OF NORTH KINGSTOWN, Rhode Island, acting by and through its Town Manager, its successors and assigns, party of the second part.

WITNESSETH: That said party of the first part for and in consideration of the continuous use and maintenance of the premises by the party of the second part, as and for public park and recreational purposes, and in consideration of the payment of the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) to it in hand paid by the party of the second part, receipt of which is hereby acknowledged, by these presents grants unto the said party of the second part, its successors and assigns, the following described property:

A certain parcel of land situated in the Town of North Kingstown, County of Washington, and State of Rhode Island, bounded and described as follows:

Beginning at a granite bound in the easterly line of Post Road, said bound marking the most northerly corner of a parcel of land conveyed by the United States of America to the Town of North Kingstown, Rhode Island, by deed dated December 9, 1957;

thence along the division line between said United States and said Town land, South 59° 48' 13" East, 262.74 feet to another granite bound which marks the northeasterly corner of said Town land;

thence South $68^{\circ} 02' 47''$ East, 1,080.09 feet to a point;

thence North $27^{\circ} 00' 15''$ East, 300.00 feet to a point in the southwesterly line of the herein described parcel of land, said point being the true point of beginning.

Thence North $62^{\circ} 59' 45''$ West, bounded southwesterly by remaining land of the United States of America, 82.11 feet to a stone bound; and, continuing the same course, 183.18 feet to another stone bound; and, continuing the same course 28 feet, more or less, to the mean high water line of Wickford North Cove;

thence in a general northeasterly, easterly, southeasterly and southerly direction by the said mean high water of Wickford North Cove, to a point which bears South $62^{\circ} 59' 45''$ East from said true point of beginning;

thence North $62^{\circ} 59' 45''$ West, bounded southerly by said remaining land of the United States, 42 feet, more or less, to a stone bound; and

thence continuing the same course, 672.11 feet to the true point of beginning.

Containing 7.15 acres of land, more or less.

The above-described parcel of land is shown on a plan prepared by the U.S. Naval Air Station, Quonset Point, Rhode Island, entitled "U.S. Naval Housing - Wickford, R.I. - Plan of Excess Real Estate", dated April 22, 1964, revised October 7, 1964, and bearing DPWO LND Dwg. No. RE-323.

Said land being a portion of the land acquired by the United States of America on April 4, 1941, in the condemnation proceeding entitled "United States of America, Petitioner for Condemnation, vs. Certain Parcels of Land in the Town of North Kingstown, County of Washington, State of Rhode Island, and Bossie M. Lewis, et al., Defendants", being Misc. No. 95 in the United States District Court for the District of Rhode Island.

Together with a right-of-way, 50 feet in width, extending across the remaining land of the United States of America, from said Post Road to the above-described excess land for ingress to and egress from said excess land, including the right to construct, maintain, repair and use a suitable driveway or roadway, for all purposes for which public roads and streets are used in said Town of North Kingstown, said right-of-way being in, over, upon and across the following described parcel of land:

A certain parcel of land situated in said North Kingstown, bounded and described as follows:

Beginning at a granite bound in the easterly line of Post Road, said bound marking the most northerly corner of a parcel of land conveyed by the United States of America to the Town of North Kingstown, Rhode Island, by deed dated December 9, 1957;

thence along the division line between said United States and said Town land, South $59^{\circ} 48' 13''$ East, 262.74 feet to another granite bound which marks the northeasterly corner of said Town land;

thence South $68^{\circ} 02' 47''$ East, 1,080.09 feet to a point;

thence North $27^{\circ} 00' 15''$ East, 300.00 feet to a point in the southwesterly line of the above-described excess parcel of land, said point being true point of beginning of that parcel of land;

thence North $62^{\circ} 59' 45''$ West, 82.98 feet to a point which marks the intersection of the southeasterly line of the herein described right-of-way with the southwesterly boundary of the above-described excess land;

thence North $62^{\circ} 59' 45''$ West, by said excess land, 59.65 feet;

thence through said remaining land of the United States of America, the following three (3) courses and distances;

- (1) South $60^{\circ} 01' 38''$ West, 121.63 feet;
- (2) By a curve to the right having a radius of 275 feet, an arc distance of 287.98 feet;

(3) North 59° 58' 22" West, 874.77 feet
to a point in the westerly line of
said Post Road;

thence South 30° 17' 07" West by said Post
Road, 50.00 feet to a point which is located
North 30° 17' 07" East, along said Post Road,
150.00 feet from the most northerly corner of
the Town of North Kingstown land, first above
described;

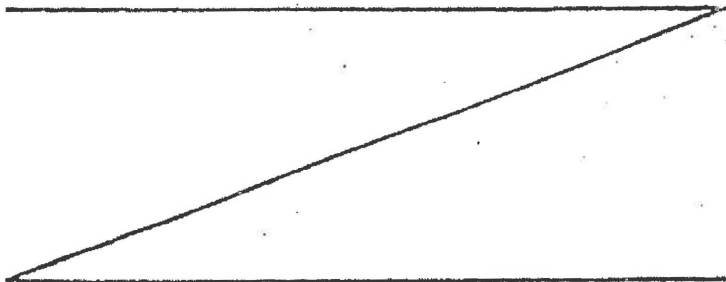
thence through said remaining land of the
United States of America, the following
three (3) courses and distances;

- (1) South 59° 58' 22" East, 875.00 feet;
- (2) By a curve to the left, having a
radius of 325 feet, an arc distance
of 340.34 feet;
- (3) North 60° 01' 38" East, 154.35 feet
to the intersection with the south-
westerly line of the above described
excess land and the southeasterly
line of the herein described right-
of-way.

Containing 1.52 acres of land, more or less.

Said right-of-way is subject to an easement of
the Narragansett Electric Company for electric
power lines.

This deed is executed and delivered to the said
TOWN OF NORTH KINGSTOWN, without any covenants whatsoever,
either express or implied.



said property transferred hereby was duly determined to be surplus and was assigned to the ADMINISTRATOR of GENERAL SERVICES for disposal, pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), and applicable rules, orders and regulations.

In the event there is a breach of any of the conditions and covenants herein contained by the party of the second part, its successors and assigns, whether caused by the legal inability of said party of the second part, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to all of the said premises shall revert to and become the property of the United States of America at its option, and it shall have the immediate right of entry on said premises and the party of the second part, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging;

PROVIDED, HOWEVER, that the failure of the Secretary of Interior, or his successor in function, to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the party of the second part, its successors and assigns, with respect to such future performance, shall continue in full force and effect.

The party of the second part does by the acceptance of this deed covenant and agree for itself, and its successors and assigns, forever, as follows:

1. The premises above-described shall be continuously used and maintained as and for public park purposes and for a public recreational area, for incidental purposes relating thereto, but for no other purposes.
2. The party of the second part, its successors and assigns, shall file biennial reports with the Secretary of Interior, or his successor in function, setting forth the use of the property during the preceding two-year period, and other pertinent data establishing its continuous use of the premises for the purposes set forth above.
3. The party of the second part will not sell, lease, assign, or otherwise dispose of any of the premises above-described except to another local governmental agency that the Secretary of Interior, or his successor in function, is satisfied can assure the continued use and maintenance of the property for public park and for a public recreational area.
4. The party of the first part shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, including the presently existing national emergency, to the full, unrestricted possession, control, and use of the premises, or any part thereof, without charge; EXCEPT THAT the party of the first part shall be responsible during the period of such use, for the entire cost of maintaining the premises, or any portion thereof so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid.
5. a. The program for or in connection with which this deed is made will be conducted in compliance with, and the party of the second part, its successors and assigns, will comply with, and will require any and all other persons to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of

this deed (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964;

- b. This covenant shall be subject in all respects to the provisions of said regulations;
- c. Party of the second part, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant;
- d. The United States shall have the right to seek judicial enforcement of this covenant and;
- e. Party of the second part, its successors and assigns, will obtain from each other person who through contractual or other arrangements with said party of the second part, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the party of the second part by this covenant, and shall furnish the original of such agreement to the Secretary of the Interior or his successor upon his request therefor. This covenant shall run with the land hereby conveyed and shall in any event without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of and in favor of party of the first part and enforceable by said party against the party of the second part, its successors and assigns.
6. In the event of a breach of any condition or covenant herein imposed, the Secretary of Interior, or his successor in function, may immediately enter and possess himself of title to the herein-conveyed premises for and on behalf of the United States of America.

7. In the event of a breach of any condition or covenant herein imposed, the party of the second part will, upon demand by the Secretary of Interior, or his successor in function, take such action, including the prosecution of suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein conveyed premises to the United States of America.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR of GENERAL SERVICES, has caused these presents to be executed in its name and behalf by the Regional Administrator, General Services Administration, Boston, Massachusetts, and the TOWN OF NORTH KINGSTOWN, Rhode Island, acting by and through its Town Manager, to evidence its accord with, acceptance of and agreement to be bound by the reservations, conditions and covenants herein contained, has caused these presents to be executed in its name and behalf on this 15th day of March 1966.

UNITED STATES OF AMERICA
Acting By and Through the
ADMINISTRATOR OF GENERAL SERVICES

By Paul Lazzaro
Regional Administrator, PAUL LAZZARO
General Services Administration
Boston, Massachusetts

WITNESSES:

Helen L. Badasarian
HELEN L. BADASARIAN
H. Irene Murphy
H. IRENE MURPHY

TOWN OF NORTH KINGSTOWN

FEB 28 1966

By Harry G. Hug
Town Manager, HARRY G. HUG

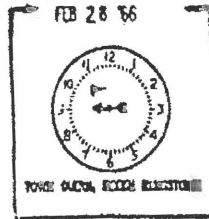
WITNESSES:

Harold L. Corey
HAROLD L. COREY
John J. North Kingstown
John J. North Kingstown

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

In Boston, in said County and State on this 15th day of March 1966, before me personally appeared PAUL LAZZARO, Regional Administrator, General Services Administration, Boston, Massachusetts, duly empowered and authorized and delegated by the Administrator of General Services (28 Federal Register 14472), to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him duly executed to be the free act and deed of the UNITED STATES OF AMERICA, as his free act and deed individually, and in his capacity as Regional Administrator, General Services Administration, Boston, Massachusetts.

John J. Donoghue
JOHN J. DONOGHUE
Notary Public
My Commission Expires June 16, 1972



TOWN CLERK'S OFFICE
NORTH KINGSTOWN, R. I.
RECEIVED ON FILE FEB 28 1966
REFERRED TO FEB 25 1966
TOWN COUNCIL MEETING

MAR 28 1966
TOWN OF NORTH KINGSTOWN RHODE ISLAND,
VOTED TO RECEIVE, RECORD AN FILE *Land Evidence* THE
TOWN COUNCIL OF THE TOWN OF NO. KINGSTOWN.
Paula A. Carey
COUNCIL CLERK

Town of North Kingstown, R. I.
Received for Record *March 29, 1966*
at *10:07* o'clock *A.M.* and Recorded
in Book No. *196* Page *529* of the
Records of Land Evidence of the Town of
North Kingstown
Witness *Paula A. Carey*
Town Clerk