

CORRECTIVE 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 Charlestown, 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 County of Washington, State of Rhode Island, and more particularly described as follows:

BEGINNING at a Rhode Island Highway Bound located in the southeasterly line of Rhode Island 1-A, said bound being further located a distance of 1,116 feet, more or less, southwesterly from the entrance road to the T.L. Arnold Estate 'Arnolda';

THENCE RUNNING NORTH 50°-06' -19" EAST, along the southeasterly line of said Rhode Island Route 1-A, a distance of 110.20 feet to a Rhode Island Highway Bound marking the beginning of a circular curve having a radius of 4638.10 feet;

THENCE running northeasterly, along the southeasterly line of said Rhode Island Route 1-A, on the arc of said curve and deflecting to the left, a distance of 191.54 feet to the most

northerly corner of the parcel of land herein conveyed;

THENCE turning and running SOUTH $38^{\circ}-28'-22''$ EAST, a distance of 1,293.99 feet to a point;

THENCE running SOUTH $15^{\circ}-00'-12''$ EAST, a distance of 1,000.93 feet to a point;

THENCE running SOUTH $32^{\circ}-17'-02''$ EAST, a distance of 300.11 feet to a point;

THENCE running SOUTH $75^{\circ}-35'-35''$ EAST, a distance of 374.80 feet to a point;

THENCE running NORTH $17^{\circ}-15'-15''$ EAST, a distance of 330.46 feet to a point;

THENCE running NORTH $24^{\circ}-43'-11''$ EAST, a distance of 870.04 feet to a point in the southwesterly boundary line of land now or formerly of the T.L. Arnold Estate, with the last six mentioned courses being bounded by other land, now or formerly of the General Service Administration;

THENCE running SOUTH $38^{\circ}-30'-56''$ EAST, bounded northeasterly by said Arnold Estate, a distance of 2,021.65 feet to a standard USF&WS aluminum monument marked "21 COR. 9, 1979";

THENCE running SOUTH $70^{\circ}-16'-16''$ WEST, bounded southerly by land now or formerly of Louise Gaddes, a distance of 32.41 feet to a standard USF&WS aluminum monument marked "6 COR. 7, 1979";

THENCE running SOUTH $55^{\circ}-16'-58''$ WEST, a distance of 977.38 feet to a standard USF&WS aluminum monument marked "5 COR. 6, 1979";

THENCE running NORTH $73^{\circ}-33'-27''$ WEST, along the northerly edge of the EAST-WEST RUNWAY, a distance of 4450.72 feet to a standard USF&WS aluminum monument marked "4 COR. 5, 1979" at the northwest corner of said runway;

THENCE running NORTH $17^{\circ}-08'-08''$ EAST, A DISTANCE OF 703.29 feet to a corner in a stone wall;

THENCE running NORTH $54^{\circ}-34'-49''$ EAST, a distance of 296.89 feet to a corner in a stone wall;

THENCE running NORTH $32^{\circ}-33'-12''$ WEST, along said stone

wall, in part, a distance of 106.50 feet to a standard USF&WS aluminum monument marked "14 COR. 15, 1979" set in the southeasterly line of Rhode Island Route 1-A;

THENCE running NORTH 50°-59'-39" EAST, along the easterly line of said Rhode Island 1-A; a distance of 848.46 feet to a standard USF&WS aluminum monument marked "15 COR. 16, 1979";

THENCE running NORTH 49°-03'-01" EAST, along the southeasterly line of said Rhode Island Route 1-A, a distance of 680.77 feet to the point and place of BEGINNING.

The property herein conveyed contains 172.4 acres of land, more or less, and was formerly a portion of the Naval Auxillary Landing Field under the administrative jurisdiction of the Naval Facilities Engineering Command, 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.

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.

There is further excepted from this conveyance and reserved to the Grantor an easement and right-of-way for the United States Fish and Wildlife Service and its assigns to enter and cross the herein granted premises. The entrance shall be through the to-be-constructed entrance from State Route 1-A and the right-of-way shall be along and over any constructed or existing roads through the granted premises. This right-of-way is reserved in connection with management of the Charlestown unit of the Ninigret National Wildlife Refuge and for the purpose of providing access to said refuge unit.

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 October 20, 1979 as amended by letter with attachments dated February 7, 1980, 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. Prior to undertaking any construction activities within the area conveyed, the Grantee agrees to conduct a reconnaissance archeological survey to determine the presence and disposition of archeological resources within the areas to be disturbed, and to devise a program to eliminate or minimize the impact of construction upon such resources should they be found. All workscopes for survey and mitigation activities, and all reports produced as a result of such activities shall be reviewed and approved by the Rhode Island State Historic Preservation Officer. Survey and mitigation activities undertaken in compliance with this condition shall be conducted in accordance with the standards published in 36 CFR Part 66: Recovery of Scientific, Prehistoric, Historic and Archeological Data: Methods, Standards and Reporting Requirements.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.


9. 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.

10. 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 22 day of May, 1991.

UNITED STATES OF AMERICA

By 
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 22nd day of May, 1981, before me, the subscriber, personally appeared Robert W. McEntosh, Jr., to me known and known to me to be the 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 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. 17, 1982

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 CHARLESTOWN, RHODE ISLAND

By John Hartley
Title President, Town Council

STATE OF RHODE ISLAND)
County of WASHINGTON) SS

On this the 8th day of June, 1981, before me, Cora F. Burrows, the undersigned officer, personally appeared John Hartley, of the State of Rhode Island, known to me to be the person described in the foregoing instrument, and acknowledged that he 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.

Cora F. Burrows
Notary Public
Title

My Commission Expires
6/30/81

Received for record June 12, 1981, 10:43 AM, and recorded by Maria D. Carter
Deputy Town Clerk