



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
Northeast Region
1234 Market Street
20th Floor
Philadelphia, PA 19107

March 31, 2025

Middletown Planning Board
c/o Mr. Ronald M. Wolanski, Town Planner
Town of Middletown
350 East Main Road
Middletown, RI 02842

Reference: Former portion, Naval Station Newport BRAC
Middletown Recreation Complex / Potts Field
Middletown, Newport County, RI
GSA Control Number: N-RI-4

Dear Mr. Wolanski and Middletown Planning Board,

The National Park Service Federal Lands to Parks Program (FLP) was contacted by residents about Middletown Recreation Complex in Middletown, RI. The Town of Middletown requested the transfer of the property currently known as Potts Field for public park and recreational use for perpetuity in 2015 under the provisions of 40 U.S.C. § 550 (e). A deed was signed on November 5, 1975 and is attached for your reference.

As you may know, the Potts Field property is part of the FLP program and is owned by the Town, but the National Park Service has certain management responsibilities per their legal mandate. This includes guaranteeing that the restrictions in the deed on how the property can be used will be followed.

The deed was originally set up with Middletown in 2015 and the town is responsible for complying with all the deed restrictions. These restrictions include the following:

- 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 the application submitted by Grantee
- The property ***shall not be sold, leased, assigned, or otherwise be disposed of*** except to another governmental agency
- All revenue received by the Grantee through concession agreements, use permits, or other fees generated by activities on the property shall be used ***only for the implementation of an approved Program of Utilization or the operation of park and recreation facilities and programs*** on the property.

It appears that developers are asking that a zoning overlay, which would create a special district for the area where Pottsy Field is located, keeping the townwide General Business regulations as is but adding special regulations to that area, such as allowing for the residential uses and a hotel, etc. by right. If other uses besides public recreational use is allowed in a zone outright, the town could be in noncompliance with the deed covenants. (Attached)

NPS would like to make sure that the covenants that the town agreed to when they took ownership of the property are being followed and considered in **any planning for proposed changes**.

Potential deed compliance issues should be worked out *before* any new construction or possible changes to public recreational access has begun. The deed specifically states that the property must be maintained for public recreational use in perpetuity. It is the Department of the Interior's responsibility to ensure that recipients of FLP properties are in compliance with the deed restrictions and/or that comparable public recreation be maintained.


I have been in contact with Peter B. Regan, Town Solicitor and it is my understanding that the town would like to discuss proposed changes to Pottsy Field. There are options that include a potential land exchange for a property determined to be of equal or better Fair Market Value as Pottsy Field as determined by the General Services Administration (GSA) and *equally suitable* by NPS for park and recreational use. There is also the possibility that the restrictions in the deed can be removed through payment of Fair Market Value to the federal government as determined by GSA. I hope to continue discussions with the town soon to address concerns before any changes are made to the property or its zoning.

We also discovered that the park has received funding from the Land and Water Conservation Fund (LWCF). That program also has restrictions that the town will need to address. Both Rhode Island DEM and the national LWCF office have been contacted and will need to address those restrictions with the town.

I would ask that the Planning Board and the Town Council avoid changes to the zoning through an overlay zone until the FLP and the LWCF compliance is resolved.

If you have any questions, please feel free to contact me at 617-981-2154 or diane_keith@nps.gov.

Thank you for your assistance and I look forward to working with Middletown in this matter.



Diane Keith
Program Manager
Federal Lands to Parks / Northeast Region

cc: Shawn J. Brown, Town Administrator
Peter B. Regan, Middletown Solicitor

Attachment

12/8/75 12:01 PM
Instrument # 54391

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Regional Director, Northeast Region, Bureau of Outdoor Recreation, 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 (74 Stat. 1084), and regulations and orders promulgated thereunder (hereinafter referred to as Grantor), 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 Middletown, 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 Middletown, County of Newport, State of Rhode Island, and more particularly described as follows:

Beginning at a Point in Rhode Island State Highway No. 114 (West Main Road So-called) Said Point Being at Highway Engineering Station 18+11.30;

Thence Southerly in the Westerly Line of the Said West Main Road, Five Hundred Fifty Nine and Eighty Nine Hundredths Feet (559.89') to a Point, Said Point Being at State Highway Engineering Station 12+15.41, Bounded Easterly By the Said West Main Road;

Thence Turning an Interior Angle of Ninety Degrees Zero Minutes and Zero Seconds (90° 00' 00") and Running Westerly Three Hundred and Zero Hundredths Feet (300.00') to a Point, Bounded Southerly by Land of the United States of America;

Thence Turning an Interior Angle of Ninety Degrees Zero Minutes and Zero Seconds (90° 00' 00") and Running Northerly Five Hundred Fifty Nine and Eighty Nine Hundredths Feet (559.89') to a Point Bounded Westerly by land of the Said United States Government;

Thence Turning an Interior Angle of Ninety Degrees Zero Minutes and Zero Seconds (90° 00' 00") and Running Easterly Three Hundred and Zero Hundredths Feet (300.00') to the Point of Beginning Bounded Northerly by Land of the Said United States of America.

The property herein conveyed contains one hundred sixty seven thousand nine hundred and sixty seven square feet (167,967).

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, drainage ditches, sewer mains and lines and public utilities affecting the property herein conveyed, including but not limited to the following:

- 1) Easement to the United States of America for storm and sanitary sewer lines.
- 2) A right-of-way retained by the United States of America fifteen feet (15') wide along the center line of the storm and sanitary sewer lines for which the United States of America retains an easement.

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 the State of Rhode Island.

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 the application submitted by Grantee on the 19th day of June, 1974, 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 6 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. 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.

7. Upon request of the Commanding Officer, Naval Education and Training Center, Newport, Rhode Island, the Grantee shall, at its own expense, install a six foot high chain link fence approximately 300 lenial feet long along the revised Navy boundary along the southerly end of the parcel of land conveyed to the Grantor by this deed.

8. 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 the 6th day of November, 1975.

UNITED STATES OF AMERICA
BY *Anthony M. Collins*
Regional Director
Northeast Region
Bureau of Outdoor Recreation
The Federal Building
Room 9310
600 Arch Street
Philadelphia, Pennsylvania

STATE OF Pennsylvania)
COUNTY OF Philadelphia) SS

On this 6th day of November, 1975, before me, the subscriber, personally appeared Anthony M. Corbisieri to me known and known to me to be the ^{DEPUTY} Regional Director, Northeast Region, Bureau of Outdoor Recreation, 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 Beecher
NOTARY PUBLIC

My Commission expires:
CAROL ANN BEECHER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES OCT 13, 1979
Member, Pennsylvania Association of Notaries

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 Middletown,
State of Rhode Island
By Robert M. Scher
President Town Council
Title

State of Rhode Island)
COUNTY OF Providence) SS

On this the 19th day of November, 1975, before me, Robert M. Scher the undersigned officer, personally appeared Robert M. Scher 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.

Robert M. Scher
Notary Public
Title