

WILSON PARK

Description:

Wilson Park is a lot located at the northern terminus of Intrepid Drive. The property consists of approximately 7.15 acres. It is bordered on three sides by Mill Cove and is shown as Lot 35 on Assessor's Plat 118.

TITLE REPORT:

The site is bordered on three sides by Mill Cove.

The Town Council at a regular meeting held on March 13, 2000, a copy of which is attached, nominated and affirms as right-of-way for designation as a public right-of-way to the tidal waters of Rhode Island, Wilson Park.

By letter dated December 4, 2001, a copy of which is attached, the Director of Public Works for the Town of North Kingstown indicates that this area is a Town owned facility and the Town assumes maintenance responsibility through the Public Works Department. This letter goes on to state that it insures public access, year-round and the proper maintenance of the infrastructure.

The letter goes on to state that the Town has completed maintenance and improvements on this project.

Additionally, the property was conveyed to the Town of North Kingstown by the United States of America acting by and through the Administrator of General Services on March 15, 1966 via a deed recorded March 29, 1966 in Book 196, Page 529.

Based on the above recited facts, the undersigned believes that the site does constitute a public right-of-way to the shore of Mill Cove.

Dated: 2/12/2002, 2002


ALAN J. GOLDMAN, ESQUIRE
101 DYER STREET, STE. 301
PROVIDENCE, RI 02903
274-1300

(unclear)



Town of North Kingstown

Rhode Island

No. 21

TOWN COUNCIL

David R. Burnham
Council President

Patricia Beauchamp
Council Member

Kenneth C. D'Ambrosio
Council Member

Dale M. Grogan
Council Member

Robin Porter
Council Member

March 13, 2000

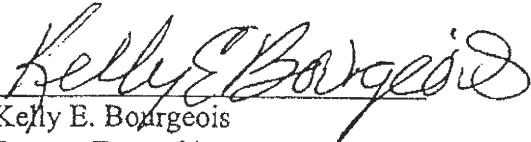


At the Regular Meeting of the Town Council of the Town of North Kingstown held on
March 13, 2000, it was

VOTED: That the Town Council hereby nominates the following three (3) rights-of-way (ROW) to the Coastal Resources Management Council for designation as public rights-of-way to the tidal waters of Rhode Island:

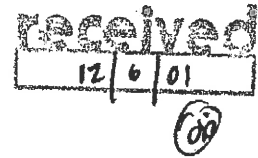
HMC
CRMC

1. Allen Harbor Complex
2. Wilson Park
3. Town Wharf


Kelly E. Bourgeois
Deputy Town Clerk

**TOWN OF
NORTH KINGSTOWN, RHODE ISLAND**

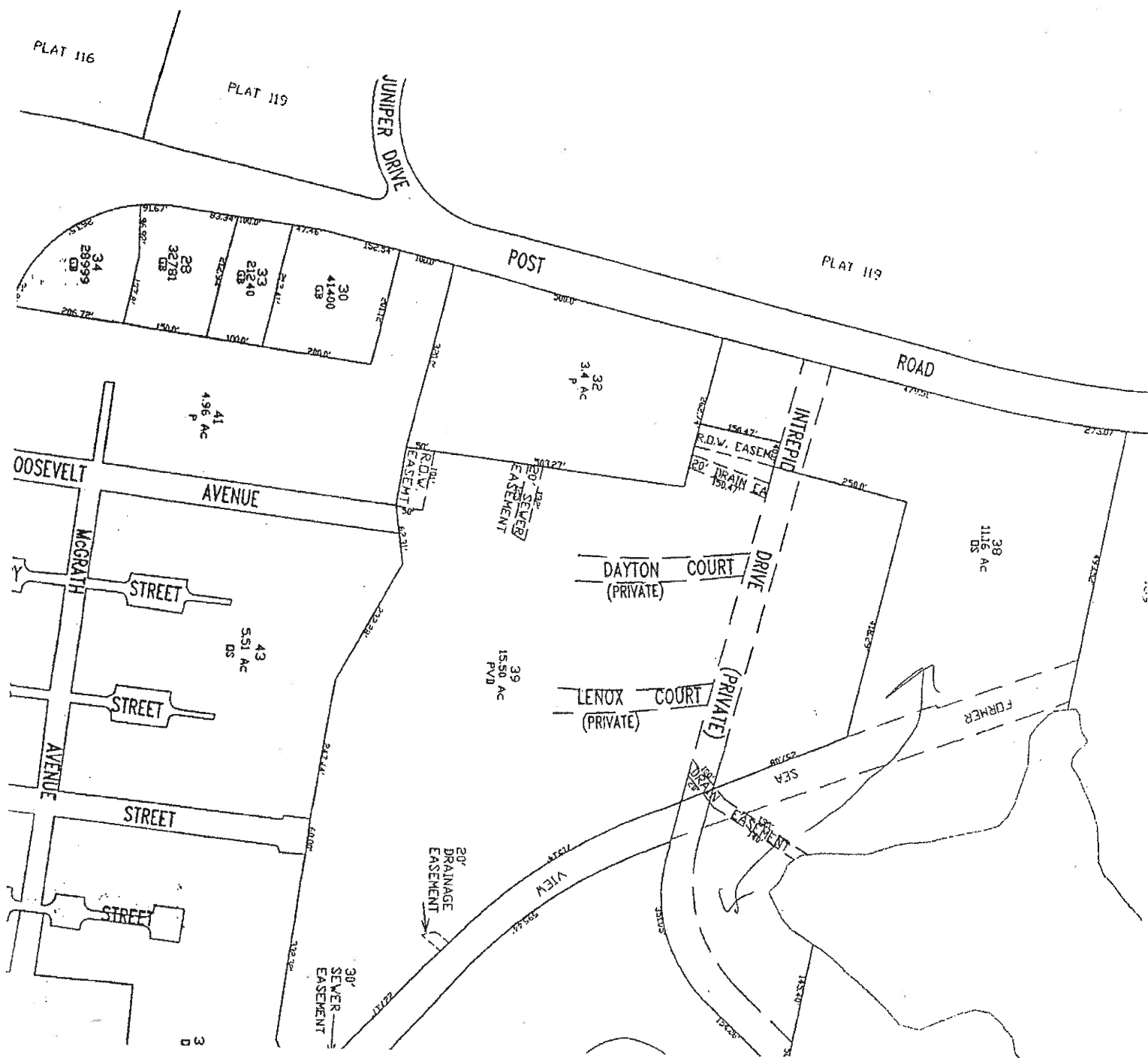
80 BOSTON NECK ROAD
NORTH KINGSTOWN, R.I. 02852-5762
PHONE: (401) 294-3331
FAX: (401) 885-7373



TO: Rebecca Pellerin, Principal Planner
FROM: Phil Bergeron, Director of Public Works 
RE: Rights of Way Designation
DATE: December 4, 2001

The following will respond to your request for information on the maintenance of certain right-of-ways, located in North Kingstown. The three areas in question include the Wilson Park Boat Launch, the Town Wharf and the Allen Harbor Boat Launch. This information is based on established department policies and discussions with Public Works maintenance personnel.

The three described locations are all considered to be Town-owned facilities. As such, the Town assumes a certain maintenance responsibility that is based on seasonal needs, available personnel and approved budgets. The Public Works Department is responsible for the Wilson Park and Town Wharf facilities, while the Allen Harbor Boat Launch is maintained by the Town's Leisure Services Department. The level of service on all three insures year-round public access and proper infrastructure maintenance. However, it should be noted that during winter storm operations, the maintenance of these facilities are not prioritized above road and other infrastructure needs. In addition, over the past few years the Town has completed maintenance and improvement projects on all three facilities.



Wilson Park – Plat 118, Lot 35

Plat 118, Lot 36
Town of North Kingstown
80 Boston Neck Road
North Kingstown, RI 02852

Plat 118, Lot 40
Wickford Village Associates
c/o North Dartmouth Properties I
PO Box 70248
North Dartmouth, MA 02747-0248

Plat 117, Lot 22
Gordon W. Crossman, Jr.
74 Enfield Drive
North Kingstown, RI 02852

Plat 117, Lot 23
Wallace B. Broome
Gall A. Broome
68 Enfield Avenue
North Kingstown, RI 02852

Plat 117, Lot 24
Robert A. Whitman
Nancy E. Whitman
33 Enfield Avenue
North Kingstown, RI 02852

Plat 117, Lot 25
Joseph E. Saunier
38 Shawger Road
Denville, NJ 07834

Plat 117, Lot 26
Alice B. Fitzpatrick
28 Lakeside Drive
Narragansett, RI 02882

Plat 117, Lot 27
Alice B. Fitzpatrick
28 Lakeside Drive
Narragansett, RI 02882

Plat 117, Lot 28
Ernest R. Wilcox
38 Enfield Avenue
North Kingstown, RI 02852

Town of North Kingstown
80 Boston Neck Road
North Kingstown, RI 02852

United States of America
c/o RIEDC
1330 Davisville Road
North Kingstown, RI 02852

Rhode Island Mooring Services
15 Patriot Road
North Kingstown, RI 02852

RI Port Authority
c/o RIEDC
1330 Davisville Road
North Kingstown, RI 02852

Gordon Crossman, Jr.
74 Enfield Drive
North Kingstown, RI 02852

Robert A. Whitman
Nancy E. Whitman
33 Enfield Avenue
North Kingstown, RI 02852

Alice B. Fitzpatrick
28 Lakeside Drive
Narragansett, RI 02882

Ernest R. Wilcox
38 Enfield Avenue
North Kingstown, RI 02852

Wickford Village Associates
c/o North Dartmouth Properties I
P.O. Box 70248
North Dartmouth, MA 02747

Wallace B. Broome
Gail A. Broome
68 Enfield Avenue
North Kingstown, RI 02852

Joseph E. Saunier
38 Shawger Road
Denville, NJ 07834

Arthur W. Hall
Nora R. Hall
151 Main Street
North Kingstown, RI 02852

Warwick Cove Holding Co.
P.O. Box 1585
North Kingstown, RI 02852

Phyllis R. Strambler, TR
145 Main Street
North Kingstown, RI 02852

Mary Ann O'Halloran
11 Pleasant Street
North Kingstown, RI 02852

Gerard O'Halloran
Mary Ann O'Halloran
158 Main Street
North Kingstown, RI 02852

Kathleen Van Rijn
Grand Mansion #303
3-7-5 Moto Azabu
Minato-Ku Tokyo, JP 108-0046

Nelson Niles
Sandra L. Niles
161 Main Street
North Kingstown, RI 02852

Mary Louise Steere
166 Main Street
North Kingstown, RI 02852

William K. Macy III
Susan S. Macy
146 Main Street
North Kingstown, RI 02852

Brian A. Grimes
Linda D. Grimes
152 Main Street
North Kingstown, RI 02852

Maryann Sabo
William J. Sabo
19 Pleasant Street
North Kingstown, RI 02852

Wilson
Park

TOWN OF NORTH KINGSTOWN		
Plat No. 118	ASSESSORS' INDEX	Lot No. 35
Owner	Book	Date
Created from lot 27 Town of North Kingstown	196/529	3/29/66

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° 02' 47" East, 1,080.09 feet to a point;

thence North 27° 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° 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° 59' 45" East from said true point of beginning;

thence North 62° 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 Pool 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, 121.83 feet;
- (2) By a curve to the right having a radius of 275 feet, an arc distance of 287.98 feet;

- (3) North $59^{\circ} 58' 22''$ West, 874.77 feet to a point in the westerly line of said Post Road;

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

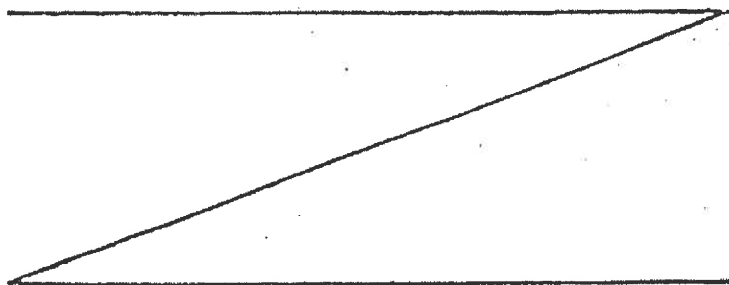
thence through said remaining land of the United States of America, the following three (3) courses and distances;

- (1) South $59^{\circ} 58' 22''$ 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 $60^{\circ} 01' 38''$ 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
M. Irene Murphy
 M. IRENE MURPHY

TOWN OF NORTH KINGSTOWN

FEB 28 1966

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

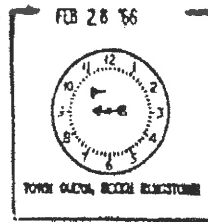
WITNESSES:

Harold L. Corey
 HAROLD L. COREY
John A. Smith
 John A. Smith
North Kingston
 North Kingston

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 28 1966
TOWN COUNCIL MEETING

WAR 28 1966
TOWN OF NORTH KINGSTOWN RHODE ISLAND,
VOTED TO RECEIVE, RECORD AN FILE IN THE *Land Records*
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

WILSON PARK

02-04-82

Description:

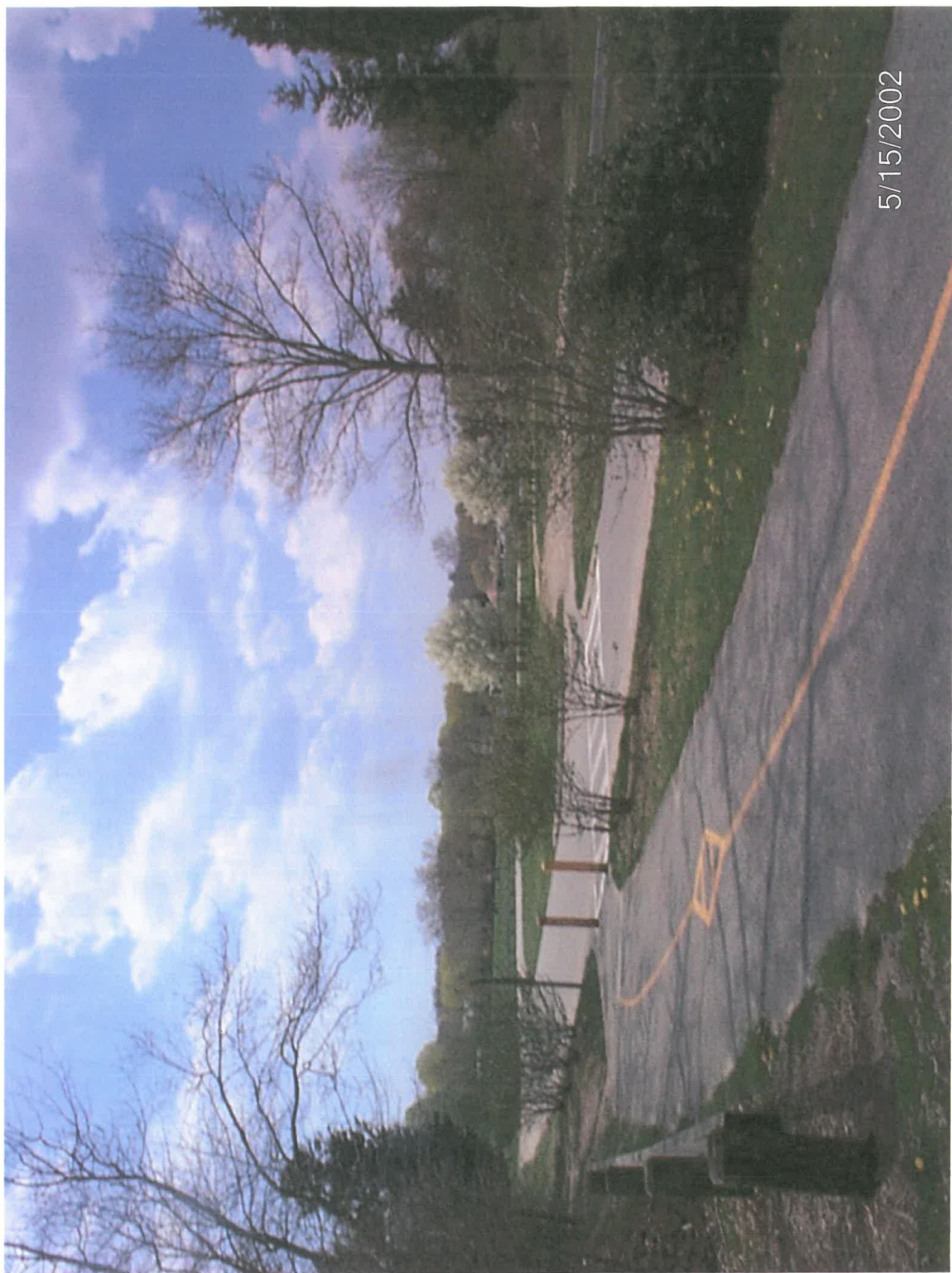
Wilson Park is a lot located at the northern terminus of Intrepid Drive. The property consists of approximately 7.15 acres. It is bordered on three sides by Mill Cove and is shown as Lot 35 on Assessor's Plat 118.



5/15/2002



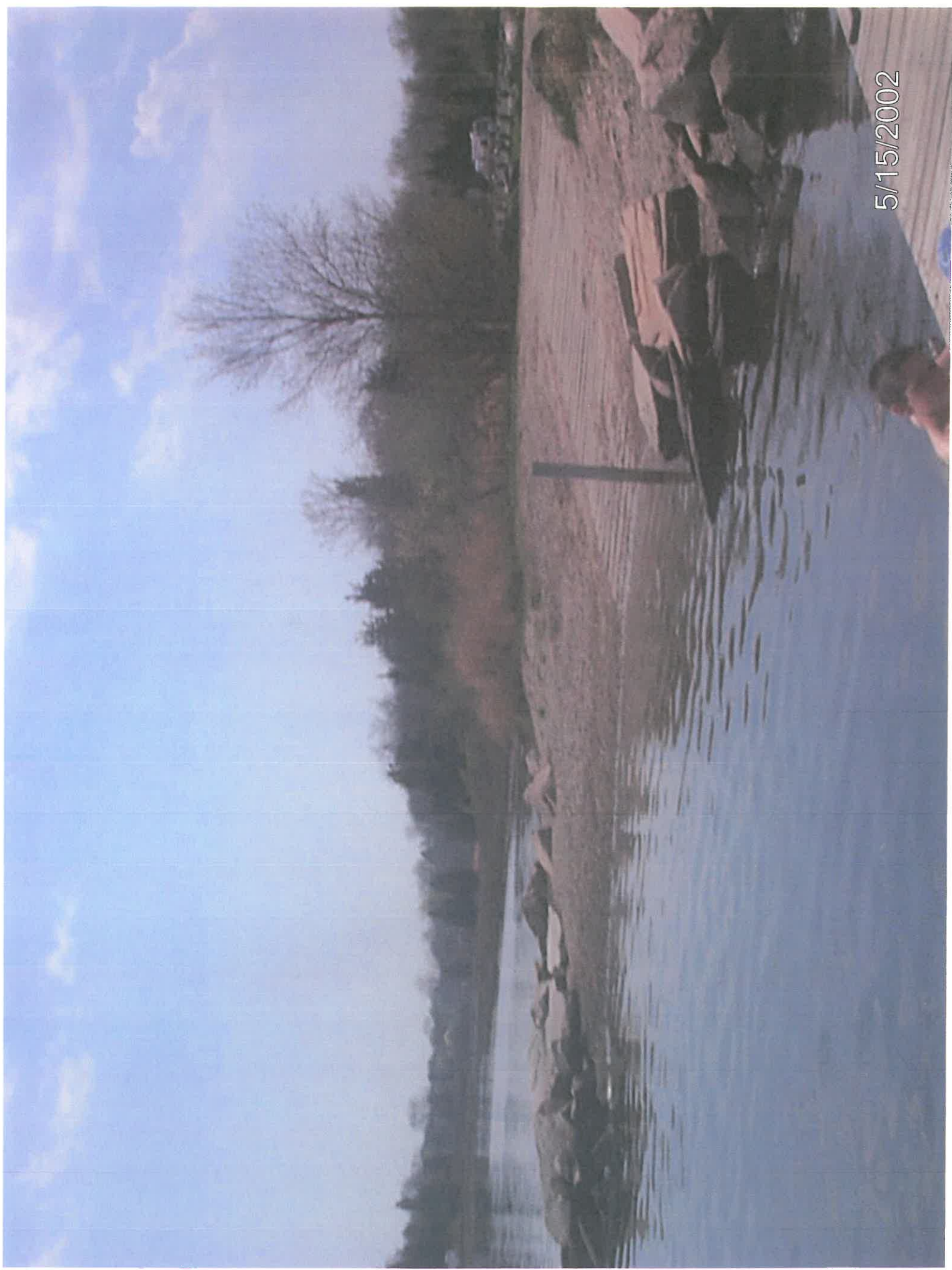
5/15/2002



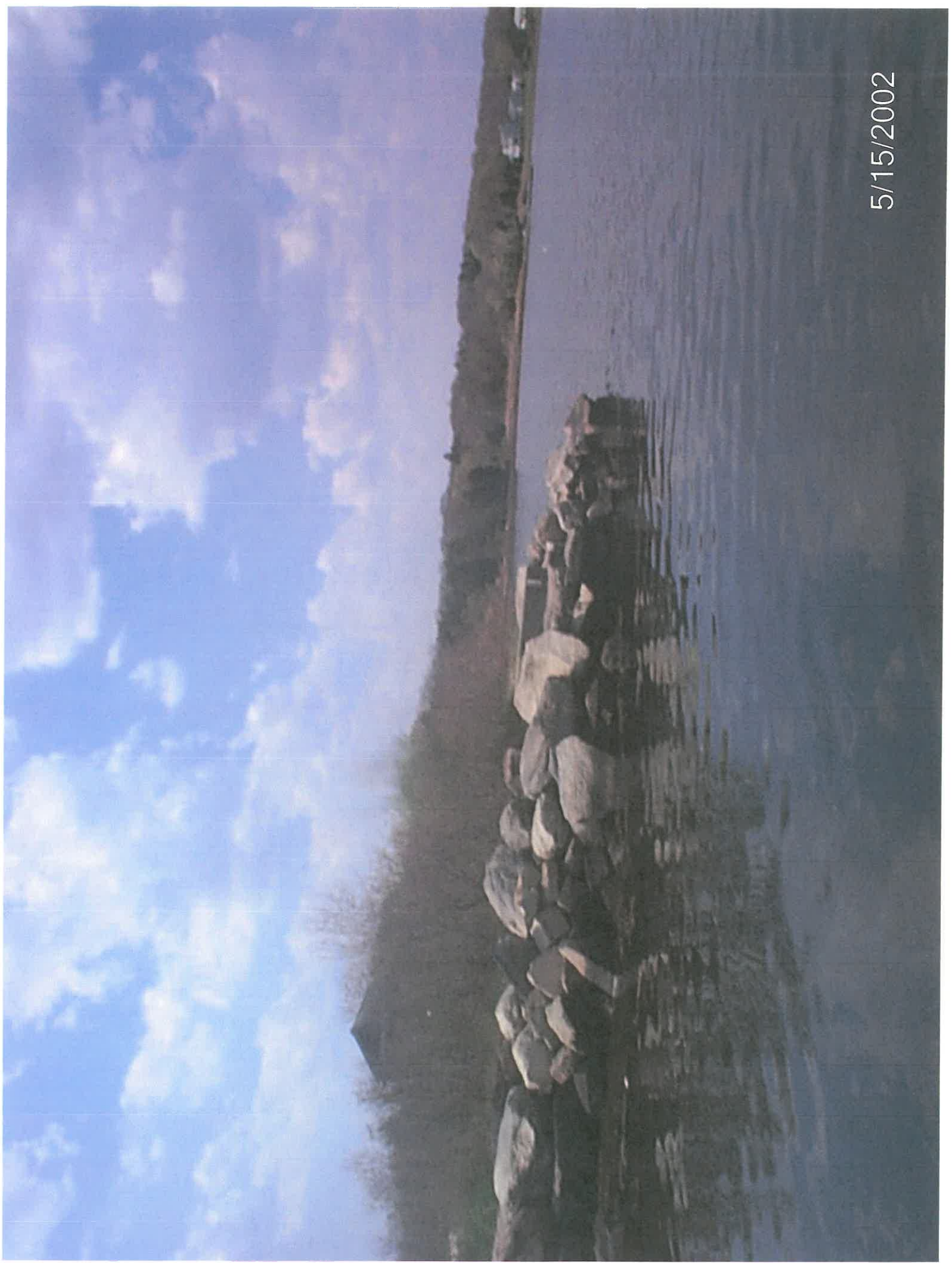
5/15/2002

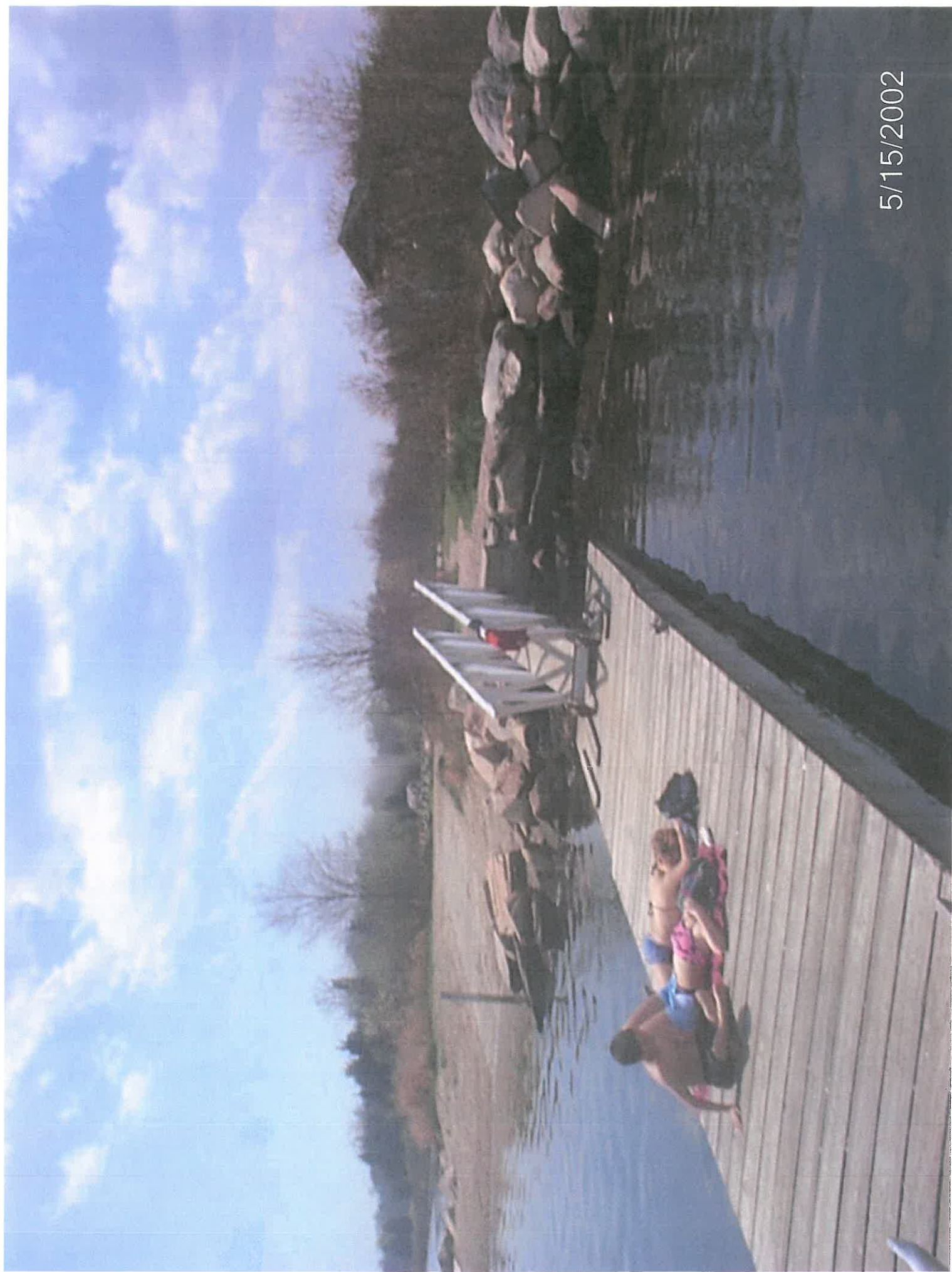


5/15/2002



5/15/2002





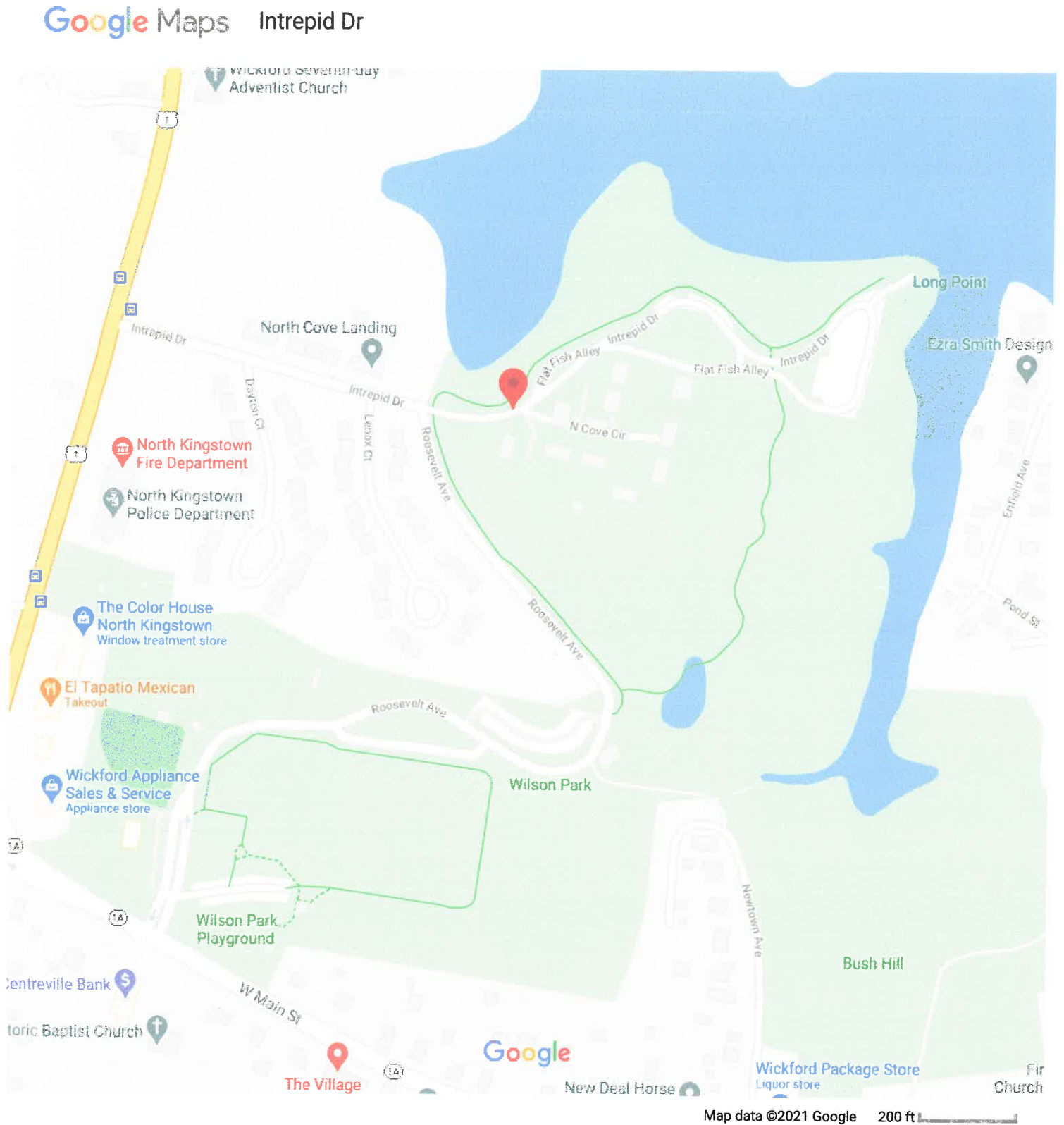
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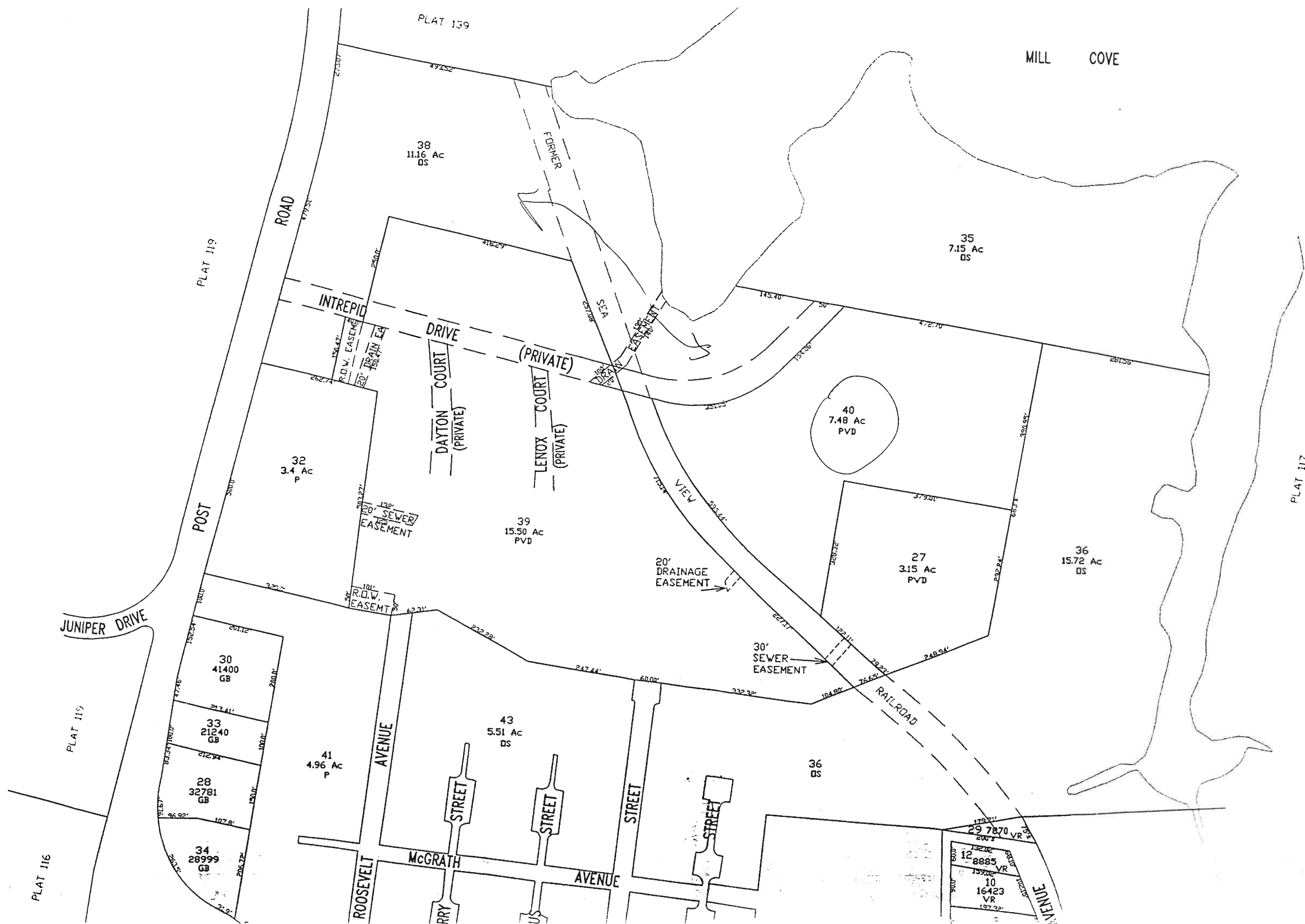


5/15/2002



5/15/2002





WILSON PARK
PLAT 118, LOT 35

1" = 200'



