

## General Instructions

These instructions will assist you in completing the application to acquire surplus Federal property through the Federal Lands to Parks program. We recommend that you send a draft of the application to the appropriate National Park Service office for comments prior to submitting in a final version.

When you have completed the final application, submit an original and two copies to the National Park Service. All text, maps, photographs, and other materials submitted as part of the application should be bound and fit into an 8½ x 11 inch format (*fold-out* maps and site plans are acceptable).

The application consists of three Parts labeled A, B, and C:

**Part A: Acceptance of Terms and Conditions by the Applicant** identifies the applicant and property, and presents the terms and conditions which will be made part of the deed transferring title to the property upon approval of an application by the National Park Service and concurrence by the disposal agency. Part A should be separated from this application packet, filled out, and submitted in its entirety as part of your completed application.

**Part B: Justification for Acquiring Property** provides the National Park Service with information upon which approval or rejection of an application is based, including:

1. Description of the property.
2. Program of Utilization for the property.
3. Need for the property.
4. Suitability of the property for public park and recreational use.
5. Capability of the applicant in developing, operating, and maintaining the property for public park and recreational use.
6. Environmental analysis of impacts of the proposed program of utilization

**Part C: Resolution/Certification of Authority to Acquire Property** provides a sample format for a public declaration to be prepared by the applicant that states its desire and ability to acquire surplus Federal property for public park and recreational use and designates the person legally authorized to apply for the property on its behalf.

The National Park Service will complete the "Acceptance by the United States of America" page if the application is approved. This page should be separated from the application packet and attached to the end of your completed application.

The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application, and the Applicant recognizes and agrees that any such transfer will be made by the United States of America in reliance on said agreement. The undersigned understands and agrees that the application is made and the property is conveyed subject to the following terms and conditions which may be enforced through a reversionary right in the property reserved to the United States of America:

1. This application and its acceptance by the National Park Service shall constitute the entire agreement between the Applicant and the United States of America, unless modified and approved in writing by both parties. This agreement becomes binding once the quitclaim deed for the property is executed or delivered by the United States.
2. The description of the property set forth herein is believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this application.
3. The Applicant understands and agrees that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended and no claim for any adjustment upon such grounds will be considered after this application has been accepted. Notwithstanding the foregoing, the United States is bound by any covenants contained in the deed regarding Section 120(h) of CERCLA, 42 U.S.C. §9620(h).
4. The Applicant agrees to assume constructive possession of the property upon receipt of written notification from the National Park Service. Should the Applicant fail to assume constructive possession of the property, it shall nonetheless be charged with constructive possession upon receipt of such notification from the National Park Service.
5. At the date of assumption of constructive possession of the property, or the date of conveyance, whichever ever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes, which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the United States of America in lieu of taxes; and for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
6. If a purchase price is due, the Applicant shall tender the purchase price to the United States of America on a mutually agreeable date after the property has been assigned to the National Park Service.

7. Conveyance of the property shall be accomplished by an instrument, or instruments, in a form satisfactory to the National Park Service without warranty, express or implied, and shall contain substantially, but may not be limited to, the following reservations, restrictions, and conditions:

(a) The Grantee shall forever use the property exclusively for public park and recreational use in accordance with its application for property, particularly the Program of Utilization contained in Part B of the application, and approved amendments thereto, as provided below.

(b) The Program of Utilization contained in Part B of the application may be amended only for the continued use of the property for public park or recreational purposes at the request of either the Grantee or the National Park Service with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and of this Quitclaim Deed, and shall be consistent with purposes for which the property was originally transferred. The Grantee shall furnish any documentation, maps, photographs, studies, and other information to support the request as requested by the National Park Service to evaluate any proposed use or development of the property.

(c) The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the National Park Service agrees in writing can assure the continued use and maintenance of the property for public park or recreational purposes subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien, or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall constitute an impermissible disposal. However, this provision shall not preclude the Grantee and its successors or assigns from issuing revenue or other bonds related to the use of the property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the property, or from providing related recreational facilities and services consistent with the approved application through concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.

(d) The Grantee shall, within three months of the date of the recording of the instrument of conveyance, erect and forever maintain a conspicuous sign or signs near the principal point or points of access to the property that states: "The National Park Service, U.S. Department of the Interior, donated this land to the *name of Grantee* for public recreational use through the Federal Lands to Parks Program."

(e) Beginning two years from the date of conveyance, the Grantee shall prepare biennial reports describing the development and use of the property, and any revenue generated from its operation during the preceding two-year period. The Grantee shall prepare and submit ten consecutive biennial reports to the appropriate National Park Service office and further as the National Park Service may determine to be necessary.

(f) 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. After the Program of Utilization is fully implemented, and as long as the property is properly and sufficiently operated and maintained, the revenue may be used for other public park and recreational purposes at other park and recreational areas within the Grantee's jurisdiction. Any revenue received by the Grantee which is generated through the operation of the property shall be listed and accounted for in its biennial reports to the National Park Service.

(g) The Grantee further covenants and agrees for itself, its successors, and assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the property herein conveyed, and the Grantee shall be subject to any use restrictions issued under said Act and Orders.

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

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

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (82 Stat. 718), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (104 Stat. 337), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

The Applicant further agrees to require any other person or entity who, through contractual or other arrangements with the Applicant, is authorized to provide services or benefits on or in connection with the property requested herein, and to promptly take and continue to take such action as may be necessary to effect this agreement.

(i) Title to the property transferred shall revert to the United States of America at its option for non-compliance with any of the terms and conditions of the conveyance. In the event that there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by 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 successor 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.

(j) The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its Federal Property Management Regulations in effect at the time of the reversion. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. § 9620(h)].

(k) The National Park Service, and any representative it may so delegate, shall have the right of entry upon said premises at all reasonable times to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of the conveyance.

(l) The failure of the National Park Service, or any other agency of the United States, to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

(m) The Grantee, its successors and assigns, shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that arises from the Grantee's or the Grantee's agent's use or occupancy of the property and/or the Grantee's failure to comply with the terms of this deed.

(n) The United States of America shall have the right to reserve all oil, gas, and mineral rights in the property.

8. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole expense. The National Park Service will, however, cooperate with the Applicant or its authorized agent in this effort and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. The United States of America will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.
9. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded at the Applicant's expense within 30 days of their receipt in the manner prescribed by local recording statutes. The Applicant shall provide the National Park Service with a certified copy of the instrument of conveyance within 30 days of the date of recordation which indicates the date, location, and book and page number of its recording.
10. The Applicant agrees to comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) by (a) consulting with the State Historic Preservation Officer and conducting investigations, as necessary, to identify sites and resources on the property listed on or eligible for nomination to the National Register of Historic Places, (b) notifying the National Park Service and disposal agency of the existence of any such sites and resources, and (c) complying

with the requirements of 36 C.F.R. Part 800, as established under the National Historic Preservation Act of 1966, as amended, to avoid or mitigate adverse effects on such sites and resources.

11. The National Park Service or disposal agency may require additional reservations, restrictions, and conditions in the instrument of conveyance to safeguard the interests of the United States of America, including covenants relating to environmental protection and historic preservation. The National Park Service will give the Applicant sufficient opportunity to review any additional requirements prior to the conveyance of title to the property.

I agree that the instrument effecting the transfer to the Applicant of any property covered by this application will contain provisions satisfactory to the United States of America, incorporating the substance of the foregoing agreement, with such provisions to consist of (1) a condition, coupled with a right reserved to the United States of America to cause the property to revert to the United States of America at its option in the event of any breach of such condition, and (2) a covenant running with the land. The Applicant understands that the United States of America shall have the right to seek judicial enforcement of this agreement, and that this agreement shall be binding upon the successors and assigns of the Applicant.

\_\_\_\_\_  
(Date of Application)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Agency)

## Acceptance by the United States of America

The foregoing agreement and application, hereto attached, is hereby approved and accepted by and on behalf of the Secretary of the Interior for the United States of America this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

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(Signature)

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(Title)

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(Office)

National Park Service  
U.S. Department of the Interior

## **Instructions for Completing Part B: Justification for Acquiring Property**

Part B presents the applicant's proposed Program of Utilization and justification for acquiring the property. This part provides the National Park Service with information upon which approval or rejection of an application is based. The information requested should be presented in the application using the outline and titles provided below.

### **1. Description of Property**

(a) Narrative: Provide a physical description of the property, including *existing* improvements (structures, buildings, recreation facilities, roads, etc.) and key geographic features (topography, vegetative cover, water bodies, outstanding natural features, etc.)

(b) Maps: Provide a map of the property that you are requesting. The map should show the property boundary, *existing* improvements (structures, buildings, recreation facilities, roads, etc.), and key geographic features (topography, vegetative cover, water bodies, outstanding natural features, etc.). If you are applying for a portion of the total surplus Federal property, include a map that shows the property requested in relation to the entire site. Include a locus map that shows the location of the surplus Federal property in its larger geographic context.

(c) Legal Description: Provide a legal survey description of the property by metes and bounds survey. A legal description may be available from the disposal agency. If this information is not available, we will request that you survey the property when we are confident you will be the recipient. In that case, the legal description may be submitted subsequent to the application.

(d) Photographs: Provide representative photographs of the property being requested, showing topography, roads, buildings, facilities, improvements, and points of special interest.

### **2. Program of Utilization**

Discussion of the information requested in the following sections should be interrelated and consistent. For example, a building or facility which is described in the Narrative should be listed in the Schedule of Development and identified on the Site Plan. *The Program of Utilization must be stated in the affirmative; the proposed uses and developments may not be conjectural or conditional.*

(a) Narrative: Provide a thorough description of the proposed recreational use(s) and development of the property requested. Describe the new facilities to be developed, if any, as well as the proposed reuse, alteration, demolition, or renovation of any existing

buildings, facilities, and improvements. Explain any recreational or related programs, activities, and services proposed for the property. Discuss any anticipated third party agreements for providing services on the property or for managing any aspect of it.

(b) Schedule of Development: Prepare a tentative time frame for the development (including the reuse, alteration, demolition, or renovation) of buildings, facilities, and improvements on the property. Provide a schedule of development indicating what and when development will take place, how long the development will require, and the estimated annual capital improvement costs. The period of development should commence no later than one year from the date of conveyance of the property and should not normally exceed a consecutive five-year period. Plans for development beyond the initial five-year period should be submitted to the National Park Service in the future as amendments to the Program of Utilization, as provided in Term and Condition 7(b) of Part A.

(c) Site Plan: Provide a site plan of the proposed use and development of the property, including the location of buildings, facilities, and improvements discussed above. In the case of buildings and other enclosed structures, provide generalized floor plans indicating the proposed recreational use of the interiors. Indicate where the principal access roads will be located to and within the property, as well as public parking areas, if applicable. Please *do not* include detailed architectural or engineering plans with the application unless otherwise requested.

(d) Historic Preservation Plan: If the property, or portion thereof, is listed on or is eligible for nomination to the National Register of Historic Places, the applicant must coordinate with the State Historic Preservation Officer and National Park Service to address the requirements of the National Historic Preservation Act of 1966, as amended. Provide information on the historic preservation plan, including a statement and supporting documentation from the State Historic Preservation Officer showing that the Program of Utilization meets the requirements of the National Historic Preservation Act of 1966, as amended. Please refer to Terms and Conditions 10 and 11 in Part A.

### **3. Need**

Provide a statement explaining the current and future need for the property, including a justification for each building, facility, and improvement to be acquired, if any. This section should also include the following information:

(a) Current population and growth trends within the surrounding area, including recreation patterns and relevant social and economic conditions.

(b) A description of existing park and recreation areas and facilities in the surrounding area, including type, acreage, recreational uses, and other pertinent information.

(c) A description of park and recreation deficiencies in the area explaining present and future demands. Summarize and reference any relevant state and local plans, policies,

and objectives relating to public park and recreational use. Describe how the property will meet current and future recreational demands. Please *do not* attach planning or policy documents.

(d) Anticipated annual volume of public use for the property.

#### 4. Suitability

Provide a statement explaining the suitability of the property for the proposed recreational use as determined by:

(a) Appropriateness of the property in terms of its physical characteristics (size, configuration, topography, water bodies, vegetation, etc.) for the intended public recreational development and use, including notable scenic, natural, or historic resources that may contribute to public enjoyment and education. Describe any conditions that might limit public use of the property, such as need to protect wildlife or other natural resources, or environmental restrictions.

(b) Buildings, facilities, infrastructure, and other improvements, if any, on the property that are suitable for use by the applicant for the intended public recreational development and use.

(c) Location of the property in terms of accessibility and proximity to population centers.

(d) Public transportation and road systems serving the property, including ingress and egress to the property. Describe any other means of access to the property, such as hiking trails and bike paths.

#### 5. Capability

Provide a statement which describes the applicant's capability in carrying out the Program of Utilization described above. This section should include the following information:

(a) The applicant's programming, development, and operational experience in providing park and recreational facilities and services to the public. If more than one department or agency is involved, indicate their respective responsibilities.

(b) The applicant's financial ability to acquire, develop, maintain, and operate the property for the proposed recreational use, including the current annual operating budget and future sources of funding for the property. If available, include the applicant's most current bond rating from *Standard and Poors* or a similar rating authority.

(c) The organization and staff (number and type) available to develop, maintain, and

operate the property. Include a current organization chart for the agency that will manage the property showing its relationship to its governing body. If other departments, agencies, or non-governmental organizations are involved in the property's operation or maintenance, describe their level of experience or expertise in their respective areas of responsibility.

#### **6. Analysis of Environmental Impacts**

The public benefit conveyance of Federal real property and the succeeding intended reuse as described in the program of utilization, is subject to review pursuant to the National Environmental Policy Act of 1969 (P.L. 91-190) and related implementing guidelines and regulations. Minor improvements and continued use of land and facilities similar to former federal use of the property may qualify for a categorical exclusion from further environmental review. Other improvements require further environmental review. Prior or concurrent analysis of environmental effects resulting from the disposal of the federal property may be conducted by the holding agency or the applicant if required under state environmental review laws and regulations. The applicant shall submit copies of available environmental analysis. A checklist to guide conducting an environmental review for a project involving significant improvements to the property may be obtained from the regional program manager.

A complete review of the environmental effects of the proposed program of utilization may not be possible prior to the initiation of a design development for facilities and improvements proposed in the program of utilization. NPS is obligated to determine if the requested property is generally suitable for the intended reuse without a significant effect on the environment. The design development and environmental review process may provide an opportunity to minimize and mitigate environmental impacts to a level below significance. In these cases, NPS may defer environmental compliance investigations and analysis until following property transfer. The applicant should include within the application a request to defer environmental compliance for a general program of utilization, pending additional design development and environmental analysis.