

RESOLUTION No. 26-20

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PROVIDING THE CITY MANAGER AND CITY ATTORNEY THE AUTHORITY TO NEGOTIATE AND SUBMIT AN APPLICATION TO THE UNITED STATES NATIONAL PARK SERVICE FOR THE CONTINUED USE AND DEVELOPMENT OF DORAL CENTRAL PARK; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 8, 2006, Miami-Dade County (the "County") conveyed via a Corrective County Deed, certain real property commonly known as Doral Central Park to the City of Doral (the "City"). A true and correct copy of the Deed is attached hereto as Exhibit "A."; and

WHEREAS, prior to the County's conveyance, Doral Central Park was owned by the United States Government and administered through the Department of the Interior, National Park Service; and

WHEREAS, Doral Central Park, as a previously owned Federal Land, required that any conveyance include participation and consent of the National Park Service; and

WHEREAS, the National Park Service did not participate in the County's conveyance of Doral Central Park; and

WHEREAS, the City Manager and City Attorney have engaged the National Park Service in discussions regarding the ownership and development of Doral Central Park; and

WHEREAS, the National Park Service has invited the City to complete the Federal Lands to Parks Application (the "Application"). A true and correct copy of the Deed is attached hereto as Exhibit "B."

WHEREAS, submission of the application will allow the City, in partnership with the National Park Service, to continue its development and use of Doral Central Park; and

WHEREAS, a pre-requisite to submission of the Application is a Resolution by the Mayor and Council providing authority and direction to staff to negotiate and complete the Application for the continued use and development of Doral Central Park; and

WHEREAS, the City Manager and City Attorney desire the Mayor and Council's consent and authority to submit the requested application to the National Park Service; and

WHEREAS, the Mayor and Council find that it is in the best interest of the City of Doral to allow the City Manager and City Attorney to submit a complete application of the Application in furtherance of the City's continued use and enjoyment of Doral Central Park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this resolution upon adoption hereof.

Section 2. Authorization and Direction to City Manager and City Attorney.
The City Manager and City Attorney are hereby authorized to submit a completed application, attached hereto as Exhibit "B" to the National Park Service, in furtherance of the City's continued use and enjoy of Doral Central Park and to correct any defects in the

November 8, 2006 conveyance, attached hereto as Exhibit "A", including negotiating and executing any document with any public entity in furtherance of this resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	✓ Yes

PASSED AND ADOPTED this 18 day of February, 2026.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT “A”



CFN 2006R1200929
 OR Bk 25082 Pgs 1249 - 12587 (10pgs)
 RECORDED 11/08/2006 15:24:09
 DEED DOC TAX 0.60
 SURTAX 0.45
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Instrument prepared under the direction of
 Thomas Goldstein, Assistant County Attorney:
 111 N.W. 1 Street, 28 Floor
 Miami, Florida 33128-1907

Folio: 35-3028-020-0010
 Miami West Park

CORRECTIVE COUNTY DEED

THIS DEED, made this *8th* day of *Nov* 2006, A.D. by **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 2460, Miami, Florida 33128-1963, and the **CITY OF DORAL**, party of the second part, whose address is 4055 NW 97th Avenue, Doral, Florida 33178-2911

WITNESSETH:

That the said party of the first part, for no consideration and in accordance with Florida Statute 197.592(3) has granted, bargained, and conveyed as is, Miami West Park to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

LEGAL DESCRIPTION

“The North Half of the Southeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, containing 80.0 acres, more or less”

The CITY shall: a) maintain the property in perpetuity as a public park, b) agree to govern itself, in regards to the subject property, in accordance with Article 6 of the County Charter, and in accordance with the reservations, exceptions, conditions, restrictions and covenants contained in the Quit Claim Deed dated July 3, 1996, between the United States of America and Metropolitan Dade County, Florida, as recorded in the public records of Miami-Dade County at Official Record Book 17359, Page 1249, attached herewith as Exhibit A., c) allow all unincorporated residents equal access and use of the park and not discriminate in program registration,

pricing and other policies.

The CITY agrees that it will make every good faith effort to develop, operate and maintain the Park in a manner that provides appropriate active and passive recreational opportunities to park users consistent with normal and customary park and recreation policies.

Upon failure of the CITY to abide by any of the restrictions listed in (a) through (c), the County shall provide the CITY with written notice of the alleged violations including a statement the "The County will exercise its reversionary interest in the property if the violation is not cured." Within 45 days of receipt of the notice, the CITY shall cure the violation. If the violation is of a type that cannot be cured within this time period, the CITY shall notify the County in writing specifying the reason and the additional time required to cure the violation. However, in no event shall the time to cure exceed 90 days, unless such time period is extended by action of the County Commission. Failure of the CITY to comply with all of the terms of this paragraph, after thirty days written notice, shall cause the title to automatically revert to Miami-Dade County.

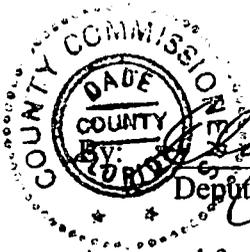
This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS



[Handwritten Signature]
Deputy Clerk

By: *[Handwritten Signature]*
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized and approved by Resolution No. R-1468-04 of the Board of County Commissioners of Miami-Dade County, Florida, on the 14th day of December, 2004.

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes by Metropolitan Dade County, Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 80.00 acres (32.38 Hectares), located in Dade County, Florida.

The North one-half of the Southeast quarter of Section 28, Township 53 South, Range 40 East, Dade County, Florida, and containing 80.00 acres, more or less.

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

This conveyance is made subject to existing easements for public roads, highways, utilities, railroads and pipelines, whether or not the same now appear of record.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

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 further conveyance to Dade County, Florida.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree to itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public park and public recreation purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on September 9, 1994, 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 of conveyance, 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 recreation 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 2-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 the 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 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 and 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 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. The Grantee agrees 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), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are 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 reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

8. Grantee shall be on the lookout for archeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered. Grantee shall comply with the provisions of 36 C.F.R. Part 800, regarding protection of historic and cultural properties. Grantee's development plans shall avoid sites identified by a Cultural Resources Assessment of the property, and, prior to any alteration or construction on the property, Grantee shall consult with the Florida State Historic Preservation Office.

9. The Grantee further covenants and agrees to comply with the National Environmental Policy Act of 1969, as amended, the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977) for Protection of Wetlands and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said amendments and Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

10. A right of flight for the passage of aircraft in the airspace above the surface of the subject property, together with the right to cause in said airspace such noise, vibrations and fumes as may be inherent in the operation of aircraft, now known or hereinafter used, for navigation of or flight in the said airspace and for use of said airspace for landing on, taking off from, or operation on the Miami International Airport is reserved in perpetuity to the Department of Transportation, Federal Aviation Administration (FAA), for the use and benefit of the public.

11. The Grantee expressly agrees to prevent any use of the subject property which would interfere with (a) landing or taking off of aircraft at the Miami International Airport or otherwise constitute an airport hazard, (b) the operation, development or maintenance of said airport or (c) the operation of air navigation and communications facilities serving the Miami International Airport.

12. The Department of Transportation, Federal Aviation Administration (FAA), retains in perpetuity the right to enter upon the subject property at any time for the purpose of inspection, maintenance and installation of air navigational aid facilities or communication facilities which do not preclude the use of the subject property for public park and public recreational purposes.

13. All improvements (including but not limited to buildings, structures, and plantings) on the subject property shall not exceed 45 feet above actual ground level unless otherwise approved in writing by the FAA.

14. The Grantee shall submit any and all preliminary and final plans for development of the subject property to the Department of Transportation, Federal Aviation Administration (FAA), ASO-424, P.O. Box 20636, Atlanta, Georgia 30320 for determination by the FAA of possible electromagnetic interference with existing or planned FAA facilities on adjacent FAA controlled lands. All development plans shall detail the separation of the property through the use of fencing or other approved methods. If the FAA determines that there would or could be electromagnetic interference with existing or planned FAA facilities on adjacent controlled lands the Grantee shall modify its plans for development to eliminate this interference to the satisfaction of the FAA.

15. All rights and restrictions in favor of the Department of Transportation, Federal Aviation Administration (FAA) under Sublease Agreement Number DTFA06 87-10047 between the Board of County Commissioners of Dade County, Florida and the United States of America, acting through the Department of Transportation, Federal Aviation Administration (FAA) shall survive the execution of this deed until such time as such lease is formally terminated by the parties thereto in accordance with the provisions of that lease.

16. As of the date of conveyance, no indication of any hazardous substance activity on the subject property exists and, therefore, no remedial action is required. In the event any environmental contamination is discovered or remedial action is deemed necessary after conveyance, the Secretary of the Interior should be notified immediately.

If, after the date of conveyance, the Grantee discovers environmental contamination or determines that remedial action is necessary, the Grantor will not remediate the property unless the Secretary of the Interior determines that the hazardous substance poses an imminent threat to public health and safety.

17. 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 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 Department 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. If reversion of the said premises should occur the Grantee agrees to provide an acceptable level of protection and maintenance of the property until the title has formally returned to the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 30th day of JULY, 1995.6

UNITED STATES OF AMERICA
acting by and through the
Secretary of the Interior

Through:

W. Thomas Brown
Associate Regional Director
Planning and External Affairs
Southeast Region
National Park Service

BY: Wallace C. Brittain
Acting SSO Superintendent
Appalachian SSO

WITNESSES:

William J. Klein
Kay D. Garner

STATE OF GEORGIA)
COUNTY OF FULTON) ss

On this 3rd day of July, 1996, before me, the subscriber, personally appeared Wallace C. Brittain, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument, 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 acknowledges that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.



Charles C. Brittain
NOTARY PUBLIC

My commission expires:
July 23, 1999

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.

By: Allen T. Hudak
Date: 9/16/96

STATE OF)
) SS
COUNTY OF)

On this 19 day of September, 1996, before me, the undersigned Officer, personally appeared Alina T. Hudak, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that (s)he is Asst. County Manager, that (s)he is duly designated, empowered and authorized by a resolution of November, 1996 by the Board of County Commissioners, Metropolitan Dade County, Florida to execute the foregoing acceptance and sign his(her) name thereto; and that (s)he signed his(her) name thereto and acknowledges that (s)he executed the foregoing instrument for and on behalf of Metropolitan Dade County, Florida for the purposes and uses therein described.

[Signature]
NOTARY PUBLIC

My Commission expires:

OFFICIAL NOTARY SEAL
KENNETH F GULDSTRAND
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC525453
MY COMMISSION EXP. JAN. 18.2000

Folio # 30-3028-000-0030

Approved as to form and legal sufficiency
[Signature]
7/6/96

Return to:
Alan Magluta
GSA-24th Floor
111 NW 151st
Miami, FL 33128

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

OR BK 25082 PG 1258
LAST PAGE

EXHIBIT “B”



APPLICATION TO ACQUIRE SURPLUS FEDERAL PROPERTY

**U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

Revised May 2025

Introduction

Bringing Parks to People: Through the Federal Lands to Parks program*, the National Park Service helps communities create new parks and recreation areas by conveying surplus Federal land to state and local governments at no cost. The goal of the program is to expand public parks and recreation areas while reducing the costs of the Federal government by disposing of its unneeded property. The National Park Service works with communities to identify eligible Federal land and develop a plan for its recreational use. Federal Lands to Parks permanently preserves the land for recreational use which improves a community's quality of life and protects its important resources. Since 1948, the Federal Lands to Parks program has transferred over 1,600 properties (totaling approximately 170,000 acres) nationwide to state and local governments.

Background: Under the authority of Public Law 616 of 1948 and the Federal Property and Administrative Services Act of 1949, as amended, the United States Government may transfer surplus Federal property to state and local governments for a variety of public purposes. These purposes include public health, education, emergency management, corrections, ports, airports, wildlife conservation, historic preservation, and park and recreational use. This method of surplus Federal property disposal is referred to as a "public benefit conveyance." The law allows public benefit conveyances to be made without monetary consideration in return for the public benefit that is derived. Use restrictions are placed on properties conveyed through this method to ensure that they will be used for the intended public purpose.

By delegation of authority from the Secretary of the Interior, the National Park Service helps state and local governments acquire surplus Federal property for public park and recreational use through the Federal Lands to Parks program. This type of public benefit conveyance allows the transfer of surplus Federal property to a public agency for up to a 100 percent discount of the property's value if it is used for public parks and recreation in perpetuity. Property acquired through the program cannot be used for any other public or private purpose. Only states, counties, municipalities, and other public agencies can acquire surplus Federal property through the Federal Lands to Parks program.

To learn more about the National Park Service's partnership programs, please visit our web site at: www.nps.gov. The Federal Lands to Parks program web site is www.nps.gov/flp.

* The Federal Lands to Parks program is authorized by 40 U.S.C. § 550(e).

Federal Lands to Parks Program Regional Contacts

National Office

Ms. Tatiana Marquez
U.S. Department of the Interior
National Park Service
1849 C. Street NW, Rm 2733
Washington, D.C. 20240

tel: (202) 354-6915
email: Tatiana_Marquez@nps.gov

Pacific West Region

Alaska, American Samoa, Arizona, California, Colorado, Guam, Hawaii, Idaho, Montana, Nevada, New Mexico, Northern Marianas, Oregon, Utah, Washington, Wyoming:

Mr. David Siegenthaler
U.S. Department of the Interior
National Park Service
909 First Ave, Suite 500
Seattle, WA 98104

tel: (206) 220-4083
e-mail: David_Siegenthaler@nps.gov

Northeast Region & Midwest Region

Connecticut, Illinois, Indiana, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Dakota, Ohio, Rhode Island, South Dakota, Vermont, Wisconsin:

Contact the national office for matters related to the Northeast and Midwest portfolio.

Southeast Region

Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, Pennsylvania, Puerto Rico, South Carolina, Tennessee, Texas, Virgin Islands, Virginia, West Virginia:

Contact the national office for matters related to the Southeast Region portfolio.

Terminology

Base Realignment and Closure (BRAC): of or relating to a series of laws passed by Congress in 1988, 1991, 1993, 1995, and 2005 to reduce the land base and infrastructure of the military departments.

Constructive Possession: the condition under which the applicant assumes responsibility for the care and handling of a property and all obligations and liabilities of ownership prior to obtaining actual title to the property.

Disposal Agency: a Federal agency, commonly the General Services Administration, with authority to dispose of real or related personal property on behalf of the holding agency (in certain cases, the disposal agency may also be the holding agency).

Excess Federal Property: any real or related personal property held by a Federal agency that is no longer needed to perform its mission; excess property may be transferred to another Federal agency if needed.

Federal Real Property: any right or interest in land together with the improvements, buildings, and fixtures located thereon that is owned by the United States of America.

Federal Related Personal Property: property owned by the United States of America, such as equipment, furnishings, and vehicles that are related to, designed for, or especially adapted to the functional or productive capacity of the real property and, if removed, would significantly diminish the use or value of the real property.

General Services Administration (GSA): a Federal agency which is responsible for, among other administrative functions, the disposal of Federal real and related personal property with the general exceptions of public domain lands, national forest and park lands, and property designated for disposal under BRAC.

Holding Agency: a Federal agency which has custody of and responsibility for real or related personal property that is proposed for disposal. (In certain cases, the holding agency may also be the disposal agency.)

McKinney Act (Stewart B. McKinney Homeless Assistance Act of 1987, P.L. 100-77): a Federal law that requires the disposal agency to make suitable surplus Federal property available for transfer to approved nonprofit organizations and public agencies to assist the homeless prior to making it available for public benefit conveyances.

Public Benefit Conveyance (PBC): a transfer of surplus Federal property to a state or local government, typically at no cost, for a congressionally authorized public purpose, such as an airport, park, or school.

Surplus Federal Property: any real or related personal property that has been designated as excess and is not needed by another Federal agency; the disposal agency may dispose of surplus property through a McKinney Act transfer, public benefit conveyance, negotiated sale to a government body, or public sale.

Steps to Acquire Surplus Federal Property

The procedure for acquiring property through the Federal Lands to Parks program begins when a disposal agency issues a notice announcing the availability of Federal property. If no other Federal agencies want the property, the disposal agency designates the property as “surplus” to the needs of the Federal government and makes it available for state or local government use (assuming that no requests have been made to use the property for homeless assistance under the McKinney Act). The disposal agency decides what types of public benefit conveyances are appropriate for a particular property. If the disposal agency allows a public benefit conveyance for park and recreational use, the procedure for acquiring the property involves the following steps:

- 1. Notification:** At this stage, any state or local government wishing to acquire the property for public park and recreational use must submit an expression of interest in writing to the National Park Service within 20 days of the “Notice of Surplus Determination.” The National Park Service, in turn, notifies the disposal agency of the interest in the property and requests a mutually agreeable time frame for the state or local government to submit an application. (Legislative authorities for the program do not give priority for acquiring surplus Federal property to any particular level of government.)
- 2. Application:** The state or local government must then submit an application to the National Park Service which describes the need, suitability, and proposed use of the property, as well as the capability of the applicant in administering a park and recreation program. If the National Park Service approves the application, it requests assignment of the property from the disposal agency.
- 3. Conveyance:** Prior to assigning the property to the National Park Service, the disposal agency must comply with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. § 9620(h)], which requires Federal agencies to take prompt and effective action to address threats posed by the release or potential release of hazardous substances on their property. After the disposal agency assigns the property to the National Park Service, the applicant must assume constructive possession of the property immediately upon notification. Constructive possession allows the applicant to take control of the property during the time the National Park Service requires to prepare a quitclaim deed to convey title.

After surplus Federal property is conveyed to a state or local government, the National Park Service monitors the use of the land and facilities to ensure they are managed according to the terms and conditions of the deed. The stewardship component of the program underscores a shared, long-term commitment between the applicant and the Federal Lands to Parks program to safeguard these public lands for present and future generations.

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 the complete package electronically to the appropriate Federal Lands to Parks regional office.

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.

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.

**Instructions for Completing Part A:
Acceptance of Terms and Conditions by the Applicant**

Part A presents the terms and conditions under which the property will be conveyed through the Federal Lands to Parks program. The terms and conditions will be enforced through a reversionary right in the property reserved to the United States of America.

1. Insert the following information on the first page of Part A, as indicated by the corresponding numbers:
 - Date application is submitted.
 - National Park Service office name and address. Please see "Federal Lands to Parks Contacts" above for the proper address.
 - Name of applicant.
 - Name, title, address, and telephone number of person having legal authority to submit the application on behalf of the applicant.
 - Name of disposal agency. This is typically the General Services Administration or the Department of the Army, Navy, or Air Force.
 - Name of the surplus Federal property and the city, county, and state in which it is located.
 - Acreage of the total property being requested in this application for public park and recreational purposes only. If the precise acreage is not known, please provide an estimate.
 - General Services Administration Control Number for the property, if applicable; otherwise, leave blank.
2. Read the terms and conditions thoroughly. We recommend that your legal counsel review the terms and conditions and advise you on their implications because they will be included in the instrument of conveyance and are binding in perpetuity.
3. The person having legal authority to submit the application and the responsibility for carrying out the terms and conditions of the deed must sign and date Part A in the space provided following Term and Condition 11.

Part A:
Acceptance of Terms and Conditions by the Applicant

Date: _____

To: U.S. Department of the Interior, National Park Service, _____

The undersigned, _____,

hereinafter referred to as the Applicant or Grantee, acting by and through

hereby makes application to the U.S. Department of the Interior, National Park Service, acting for and on behalf of the Secretary of the Interior pursuant to 40 U.S.C. § 550(e), and in accordance with the regulations and policies of the U.S. Department of the Interior for the transfer of the following property which has been declared surplus by the

_____,

and is subject to assignment to the National Park Service for disposal for public park or recreational purposes:

Property: _____

Acres: _____

General Services Administration Control Number: _____

The property is more fully described in Part B of this application, attached hereto and made a part thereof. Enclosed herewith as Part C of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

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 instrument of conveyance has been executed by the applicant. The applicant is required to duly record the instrument of conveyance in a timely manner.
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 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. 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.

(b) 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.

(c) The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the principal point or points of access to the property that states: "This park land was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public".

(d) Beginning two years from the date of conveyance, the Grantee shall prepare and submit biennial reports to the appropriate National Park Service office describing the use and development of the property, and any revenue generated from its operation during the preceding two-year period for ten consecutive reports and every five years thereafter.

(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 only for other public park and recreational purposes by the Grantee. 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 non-discrimination 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 (42 U.S.C. § 4151), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (42 U.S.C. § 12181) 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, and

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)

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 identified in the Conceptual Site Plan and the proposed Schedule of Park Activation and Development.

(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 which support the public park and recreational use of the property.

(b) Conceptual Site Plan: Provide a conceptual rendering of the proposed recreational use and development of the property, including the location of buildings, facilities, and improvements described in the narrative. Indicate where the principal access roads will be located to and within the property, as well as public parking areas, if applicable. The plan is intended as a visual representation of the intended park and recreation use of the property. Please *do not* include detailed architectural or engineering plans with the application unless otherwise requested.

(c) Schedule of Park Activation and Development: Prepare a tentative timeline for the activation of the property as a public park and recreation site. Provide a phasing and implementation schedule indicating what and when project phases will take place, how long each phase will require, and the estimated annual capital improvement costs. The emphasis is to have the area open to the public no later than one year from the date of conveyance and major improvements completed within the initial five-year period. Plans for improvements beyond the initial five-year period should be submitted to the National Park Service in the future in the biennial reports, as provided in Term and Condition 7(d) of Part A.

(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.

(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 purpose.

(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 Poor's* 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.

**Instructions for Completing Part C:
Resolution/Certification of Authority to Acquire Property**

Part C requires the applicant to submit a certified copy of a resolution, certificate of authority, or similar public document executed by its governing body, which 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. A sample format is attached for your convenience.

The document must contain the following:

1. A statement that the application is being made for acquisition of the property under the provisions of 40 U.S.C. § 550(e), and regulations and procedures promulgated thereunder.
2. Identification of the name, location, acreage, and General Services Administration Control Number, if applicable, of the property requested.
3. An authorization to acquire the property exclusively for public park or recreational purposes.
4. A certification that the applicant is authorized, willing, and able to assume liability and responsibility for the development, maintenance, and operation of the property for public park and recreational use.
5. A designation by title of a specific official to act as the authorized representative in all matters pertaining to the transfer of the property.
6. A certification that the applicant is willing and authorized to pay the administrative expenses incident to the transfer.

Part C:

Sample Resolution/Certification of Authority to Acquire Property

Whereas, certain real property owned by the United States of America, located in the (city/town/township/village) of (name of city/town/township/village), County of (name of county), State of (name of state), has been declared surplus and, at the discretion of the (name of disposal agency), may be assigned to the Secretary of the Interior for disposal for public park or recreational purposes under the provisions of 40 U.S.C. § 550 (e), and any regulations and policies promulgated pursuant thereto, more particularly described as follows:

(Name of the surplus federal property)

(Acreage of the total property being requested under this application for public park and recreational purposes only; if the precise acreage is not known, please provide an estimate)

(General Services Administration Control Number for the property, if applicable; otherwise, leave blank)

Whereas, (name of applicant) needs and will use said property in perpetuity for public park or recreational purposes as set forth in its application and in accordance with the requirements of said Act and any regulations and policies promulgated thereunder;

Now, Therefore, Be It Resolved, that (name of applicant) shall make application to the National Park Service for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with the disposal of said property under said Act and the regulations and policies issued pursuant thereto.

Be It Further Resolved that (name of applicant) has legal authority, and is willing and able, to properly develop, maintain, operate, and assume liability of the property, and that (name and title of official) is hereby authorized, for and on behalf of the (name of applicant) to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the acquisition of said property.

continued

(name and address of applicant)

I, **(name of certifying official)**, hereby certify that I am the **(title of certifying official)**, of the **(name of applicant)**; and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the members of said **(name of applicant)**, present at meeting of said body on the ____ day of _____, 20____, at which a quorum was present.

(Signature)

Acceptance by the United States of America

The foregoing application is hereby approved and accepted by and on behalf of the Secretary of the Interior for the United States of America this _____ day of _____, 20_____.

(Signature)

(Title)

(Office)

National Park Service
U.S. Department of the Interior