

**PRESERVATION EASEMENT**

(1350 Warwick Neck Avenue, Warwick, R.I. --- Tax Assessor's Plat 385, Lot 1)

between

UNITED STATES GENERAL SERVICES ADMINISTRATION

and

STATE OF RHODE ISLAND, by and through its  
HISTORICAL PRESERVATION & HERITAGE COMMISSION

THIS PRESERVATION EASEMENT is made this 17 day of March, 2026  
(the "Effective Date"), by and between the **UNITED STATES GENERAL SERVICES  
ADMINISTRATION**, ("Grantor") and the **HISTORICAL PRESERVATION & HERITAGE  
COMMISSION**, located at 150 Benefit Street, Providence, Rhode Island 02903, ("Grantee"):

**WHEREAS**, Grantor is the owner in fee simple of a certain parcel of real property located  
at 1350 Warwick Neck Avenue, Tax Assessor's Plat 385, Lot 1, which land is improved with two  
historic structures, known as the Warwick Neck Lighthouse and Keeper's Quarters, more  
particularly described in **Exhibit A** attached hereto and incorporated herein by reference  
(hereinafter, the "Property"); and

**WHEREAS**, the Property which possesses architectural, historical, and cultural value,  
which is important to the public enjoyment and appreciation of Rhode Island's architectural and  
historical heritage has been determined by the Grantee as a significant historic asset listed  
individually in the National Register of Historic Places, effective March 30, 1988, with the  
Warwick Neck Lighthouse and Keeper's Quarters, being recognized for its role in the State of  
Rhode Island's maritime history; and

**WHEREAS**, this Preservation Easement is intended to protect the historic and  
architectural characteristics and integrity of the Warwick Neck Lighthouse and Keeper's Quarters  
as described in **Exhibit B** attached hereto and incorporated herein by reference (hereinafter, the  
"Historic Property"); and

**WHEREAS**, the Grantee is an agency in the State of Rhode Island, created pursuant to R.I. Gen. Laws § 42-45-1 *et seq.*, responsible for historic preservation and heritage programs across Rhode Island, and is qualified by law to accept and hold preservation easements; and

**WHEREAS**, in order to be in compliance with Section 106 of the National Historic Preservation Act 54 U.S.C. §306108, and specifically the provisions of 36 CFR 800.5(a)(2)(vii) Grantor agrees to impose certain restrictions, obligations and duties upon itself, and its successors and assigns, as the owner of the Property with respect to maintenance, protection, and preservation of the Property in order to protect the historic and architectural characteristics and integrity thereof; and

**WHEREAS**, the Property's present condition is documented in a report titled Baseline Documentation, executed by Grantor and Grantee (hereinafter, "Baseline Documentation") which Grantor and Grantee agree accurately describes and depicts the Property as of the Effective Date. The official copy of the Baseline Documentation is held on permanent file at Grantee's offices;

**NOW THEREFORE**, in consideration of the above and the mutual covenants, terms conditions, and restrictions contained herein, and in consideration of Ten Dollar (\$10.00 USD) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, and pursuant to Title 34, Chapter 39 of the Rhode Island General Laws, as amended (hereinafter "the Act"); Grantor hereby voluntarily grants and conveys unto Grantee a Preservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth:

### **SECTION 1. PURPOSE**

**SECTION 1.1 Purpose:** This Preservation Easement is set forth so as to ensure that those characteristics which contribute to the architectural and historical integrity of the Historic Property will be retained forever in their current or better condition, and to prevent any use or development of the Property that will significantly impair the integrity of the Historic Property. Characteristics that contribute to the architectural and historical integrity of the Historic Property include, but are not limited to, the setting and location of the Property, the structural stability of the Historic

Property, and all exterior and certain interior “Protected Features” including architectural elements, materials, appearance, and workmanship of the Historic Property as defined and identified in **Exhibit B**. The public benefit of this Preservation Easement includes the preservation of a historic site individually listed in the National Register of Historic Places.

## **SECTION 2. GRANTOR’S COVENANTS**

**SECTION 2.1 Covenant to Maintain:** Grantor agrees at all times to maintain the Historic Property in good, sound and attractive condition and state of repair and shall comply with all federal, state and local laws, codes and by-laws applicable to the Property. Subject to the casualty provisions of SECTION 4, this obligation to maintain shall require replacement, rebuilding, repair, rehabilitation and reconstruction of the Warwick Neck Lighthouse and Keeper’s Quarters in accordance with The Secretary of Interior’s Standards for The Treatment of Historical Properties (36 CFR Parts 67 and 68), as these may be amended from time to time (hereinafter the “Secretary’s Standards”), a current copy of which is attached hereto as **Exhibit C**.

### **SECTION 2.2 Prohibited Activities.**

Except as to Reserved Rights set forth in paragraphs 3.1, 3.2 and 3.3 below, the following acts and uses are expressly prohibited on the Property:

- (a) Constructing, placing or allowing to remain any new building, structure, fence, asphalt or concrete pavement on the Property;
- (b) Altering, expanding, moving, demolishing, removing or razing the Historic Property as a whole, or its Protected Features;
- (c) Placing, filling, storing or dumping on the Property of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material; and
- (d) Any other use of the Property or activity thereon which is inconsistent with the purpose of this Preservation Easement or which would materially impair significant historic preservation interests.

## **SECTION 3. GRANTOR’S RESERVED RIGHTS**

**SECTION 3.1 Reserved Rights.** Notwithstanding the provisions of paragraph 2.2, the following acts and uses are also permitted as described below, but only if such uses and activities do not materially impair the Purpose of this Preservation Easement. The exercise of any right

reserved by Grantor under this Section 3 shall comply with the then-current Zoning By-Law of the City of Warwick, and all other applicable federal, state and local law. The inclusion of any reserved right in this SECTION 3, requiring a permit from a public agency, does not imply that Grantee takes any position on whether such permit should be issued:

**SECTION 3.2 Alterations.** Alterations to Protected Features and the Historic Property as described and identified in **Exhibit B** shall be made only as follows:

(a) Routine Repair and Maintenance. Routine maintenance and repair of the Historic Property, excepting changes to the exterior colors, may be conducted and shall not require prior approval by Grantee. Routine maintenance includes maintenance and minor repairs using in-kind materials that do not alter the exterior appearance of the property;

(b) Minor Alterations. Alterations that are clearly of minor nature do not affect the characteristics that contribute to the architectural or historical integrity of the Historic Property, and are undertaken in accordance with the Secretary's Standards, may be undertaken and shall not require prior approval by Grantee. Grantor shall inform Grantee of these alterations upon completion;

(c) Major Alterations. Alterations that are major may be proposed by Grantor and approved by Grantee after reviewing plans and specifications submitted by Grantor following the requirements for prior notice to Grantee in SECTION 8.1, provided Grantee determines in writing that the proposed alterations will be undertaken in accordance with the Secretary's Standards and will not impair the characteristics that contribute to the architectural or historical integrity of the Historic Property;

(d) Casualty. Alterations that are required by casualty or other emergency as further described in Section 4, shall be reported promptly to the Grantee.

**SECTION 3.3 New Construction:** Grantor may propose new buildings, structures, and landscape elements to be located on the Property following the requirements for prior notice to Grantee in SECTION 8.1. Grantee shall consider whether such proposed new construction materially impairs the Purpose of this Preservation Easement, and may grant or withhold its approval in writing, in accordance with the procedures outlined in SECTION 8.1.

## **SECTION 4. CASUALTY DAMAGE OR DESTRUCTION**

**SECTION 4.1 Casualty Damage or Destruction.** In the event of damage or destruction of the Historic Property caused by fire or other casualty, Grantor shall promptly notify Grantee of such damage or destruction, and Grantor and Grantee shall each use best efforts to cooperate with one another and make any determinations that are necessary under this SECTION 4. Grantor and Grantee may agree on plans and specifications for stabilization, restoration, rehabilitation or reconstruction of the damaged or destroyed structure or portion thereof. In the event that a substantial majority of the Historic Property is damaged or destroyed, or Grantee otherwise determines that stabilization of the damaged or destroyed Historic Property in accordance with the terms of this Preservation Easement would be impractical, not consistent with the Purposes, or otherwise infeasible, Grantee shall notify Grantor that Grantor may alter, demolish, remove or raze the Historic Property. Grantor may thereafter construct a replacement structure, with Grantee's prior written approval, which shall be granted upon a showing that the replacement structure is of similar size, location, massing, materials and height to the destroyed Historic Property.

## **SECTION 5. INSURANCE**

**SECTION 5.1 Insurance.** Grantor, at its sole expense, shall keep the Property insured by an insurance company rated "A" or better by A.M. Best's Insurance Rating Organization against loss and perils commonly insured under standard fire and casualty policies and comprehensive general liability insurance against claims for personal injury, death and property damage, naming the Grantee as additional insured, with limits not less than One Million Dollars (\$1,000,000) per occurrence/claim and Two Million Dollars (\$2,000,000) in the aggregate. The policy shall be on a primary and noncontributory basis with a waiver of subrogation in favor of Grantee. Grantor shall deliver to Grantee within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage.

## **SECTION 6. INDEMNIFICATION**

**SECTION 6.1 Indemnification.** Note: the following section shall apply only to Grantor's successors and assigns, and not to Grantor. Grantor's successors and assigns shall indemnify and hold Grantee harmless for any liability, costs, attorney's fees, judgments or expenses to the Grantee or any officer, employee, agent or independent contractor of Grantee resulting from actions or

claims of any nature by third parties arising from defaults under this Preservation Easement by Grantor's successors and assigns, or arising out of the conveyance of, possession of, or exercise of rights under this Preservation Easement, excepting any such matters arising solely from the negligence of Grantee.

## **SECTION 7. TAXES**

**SECTION 7.1 Taxes.** Note: the following section shall apply only to Grantor's successors and assigns, and not to Grantor. On or prior to the due date, regardless of the status of protests or appeals, the Grantor's successors and assigns shall promptly pay all real estate taxes, special assessments, water charges, sewer charges and other charges which may become a lien against the Property that are assessed and levied against the Property. In place of Grantor's successors and assigns, Grantee is hereby authorized, but in no event is required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water charges, sewer charges and other governmental or municipality charge, fine, imposition or lien asserted against the Property. Such payment if made by Grantee shall constitute a lien on the Property.

## **SECTION 8. ADMINISTRATION AND ENFORCEMENT**

**SECTION 8.1 Written Notice.** Whenever prior notice to or written approval by Grantee is required under the provisions of this Preservation Easement, Grantor shall notify Grantee in writing not less than forty-five (45) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the provision of this Preservation Easement. Upon receipt of such notice, Grantee shall grant or withhold its approval in writing within thirty (30) days of receiving all requested information. Within thirty (30) days of Grantee's receipt of a complete request from Grantor, Grantee shall certify in writing to Grantor that (a) it approves the plan or request, or (b) it disagrees with the plan or request as submitted, in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's denial, which shall include an outline of reasonable alternatives, methods, materials or other

conditions to which Grantee may approve. The failure by Grantee to respond within thirty (30) days of its receipt of a complete and sufficiently detailed written request for Grantee approval required under this Preservation Easement shall be deemed to be approval of the entire request. Whenever prior written approval by Grantee is required under this Preservation Easement, Grantee shall not unreasonably withhold, condition or delay such approval.

**SECTION 8.2 Evidence of Compliance.** Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Preservation Easement to the extent of the Grantee's knowledge thereof.

**SECTION 8.3 Inspection.** Upon reasonable prior notice to Grantor, there is hereby granted to Grantee and its representatives the right to enter the Property, including the interior, at reasonable times and in a reasonable manner for the purpose of determining compliance with this Preservation Easement.

**SECTION 8.4 Consultation to Resolve Disputes.** If Grantee finds that a violation of this Preservation Easement has occurred, or if Grantor and Grantee disagree regarding approvals sought under SECTIONS 2 or 3, then Grantor and Grantee shall make a good faith effort to schedule at least two face-to-face meetings on the Property or an agreed-upon alternate location to discuss alternatives and to resolve the dispute.

**SECTION 8.5 Grantee's Remedies.** The rights hereby granted shall include the right to enforce this Preservation Easement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that Grantee may have no adequate remedy at law), and shall be in addition to and not in limitation of any other rights and remedies available to Grantee. In addition, if after consultation to resolve disputes in accordance with SECTION 8.4, a violation is not resolved, representatives of the Grantee may do whatever is necessary, including entering upon the Premises, in order to correct a violation, and Grantee may then recover the cost of said correction from the then owner

or owners of the Premises; provided, however, that the Grantee shall not be obliged to correct any violation. By its acceptance, Grantee does not undertake any liability or obligation relating to the condition of the Property, including with respect to compliance with hazardous materials or other environmental laws and regulations. This Preservation Easement shall be enforced by Grantee in its sole discretion. Nothing herein shall impose upon the Grantee any affirmative obligation or liability relating to the condition of the Property. Failure by the Grantee to enforce any provision or condition set forth herein, or to exercise any rights hereby conveyed, shall not constitute a release or waiver of any such right or condition.

**SECTION 8.6 Notice from Government Authorities.** Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

**SECTION 8.7 Notice of Proposed Sale.** Grantor shall notify Grantee in writing of any proposed sale of the Property, where "sale" means any private sale, foreclosure sale, tax sale, etc. Grantor shall notify Grantee in writing within seven (7) days of signing a Purchase and Sale agreement.

## **SECTION 9. BINDING EFFECT; ASSIGNMENT**

**SECTION 9.1 Runs with the Land.** The obligations imposed by this Preservation Easement shall be deemed to run as a binding servitude with the land. This instrument shall extend to and be binding upon Grantor, assigns, successor in interest, and any other individual or entity claiming by, through or under Grantor. Anything contained herein to the contrary notwithstanding, a person shall have no obligations pursuant to this instrument after such person shall cease to have any interest in the Property by reasons of a bona fide transfer for full value.

**SECTION 9.2 Assignment.** Without prior notice to Grantor, Grantee may, at its discretion, convey, assign or transfer this Preservation Easement to a unit of federal, state or local government or to a similar local, state or national organization that is a "qualified organization"

under the Act, as amended, whose purposes, inter alia, are to promote preservation or conservation of historical, cultural or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Preservation Easement was granted will continue to be carried out.

**SECTION 9.3 Recording and Effective Date.** Grantee shall do and perform at its own cost all acts necessary for the prompt recording of this Preservation Easement in the land evidence records of the City of Warwick. Grantor and Grantee intend that the restrictions arising under this Preservation Easement take effect on the day and year this instrument is executed by Grantor and Grantee.

## **SECTION 10. EXTINGUISHMENT**

**SECTION 10.1 Extinguishment.** If circumstances arise in the future such as rendering the purpose of this Preservation Easement impossible to accomplish, this Preservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. If any change in conditions ever gives rise to extinguishment or other release of the Preservation Easement under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Property, shall be entitled to a portion of the proceeds in accordance with SECTION 10.2 below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

**SECTION 10.2 Proceeds.** Grantor and Grantee agree that the donation of this Preservation Easement gives rise for purposes of this paragraph to a property right, immediately vested in Grantee, with a fair market value determined by multiplying the then-current fair market value of the Property unencumbered by this Restriction (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of this Restriction at the time of this grant to the value of the Property, without deduction for the value of this Restriction, at the time of this grant ("Value Ratio"). The values at the time of this grant shall be determined using the methods used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this paragraph, the ratio of the value of this Restriction to the value of the Property

unencumbered by this Restriction shall remain constant. In the event of any extinguishment or condemnation, Grantor shall pay Grantee that portion of any proceeds there from, measured by multiplying the proceeds by the Value Ratio.

**SECTION 10.3 Condemnation.** Whenever all or any part of the Property or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantee in shares equal in proportion to the aforementioned ratio (though if a less-than-fee interest is so taken, the proceeds shall be equitably allocated according to the nature of the interest taken).

## **SECTION 11. INTERPRETATION**

**SECTION 11.1 Interpretation.** The following provisions govern the effectiveness, interpretation and duration of the Preservation Easement:

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of the Preservation Easement and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.
- (b) This instrument is executed in two counterparts, one of which is to be retained by the Grantor and the other, after recording, to be retained by Grantee.
- (c) If any clause or provision of this Preservation Easement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- (d) This Preservation Easement shall be governed by Rhode Island law and any action at law or in equity relating to this Preservation Easement shall be brought solely and exclusively in the state or federal courts in Rhode Island.

## **SECTION 12. AMENDMENT**

**SECTION 12.1 Amendment.** For purposes of furthering the preservation of the Historic Property and of furthering the other purposes of this Preservation Easement, and to meet changing conditions, Grantor and Grantee may by mutual written agreement amend the terms of this instrument; provided, however, that no such amendment shall limit the duration or interfere with the preservation and conservation purposes of this Preservation Easement. Such amendment shall become effective upon recording among the land records of the City of Warwick. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment to consult or negotiate regarding any amendment.

## **SECTION 13. GRANTOR REPRESENTATIONS**

**SECTION 13.1 Representations.** The Grantor hereby represents and covenants to the Grantee that it is executing this Preservation Easement by his/her/its own free will and not under duress, and that it has had a full opportunity to consult with legal counsel in connection with executing this Preservation Easement.

**SECTION 13.2 Mortgage Subordination.** Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Preservation Easement.

**TO HAVE AND TO HOLD,** this Preservation Easement, unto the said Grantee and its successors and permitted assigns forever.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services has caused these presents to be duly executed for and in its name and behalf by John Kelly, Director, Office of Real Property Disposition, Project Management Office - North, Public Buildings Service, General Services Administration, who has this 11<sup>th</sup> day of March, 2026, hereunto set their hands and seals.

**GRANTOR:**

**UNITED STATES OF AMERICA**  
**Acting by and through the**  
**Administrator of General Services**

By:   
JOHN KELLY, Director  
Project Management Office - North  
Office of Real Property Disposition  
General Services Administration

**ACKNOWLEDGEMENT**

Commonwealth of Massachusetts    )  
County of Suffolk                        ) ss.

In Boston, in said County and State, on this 11<sup>th</sup> day of March 2026, before me personally appeared John Kelly, Director, Real Property Disposition, General Services Administration, Boston, Massachusetts, duly empowered and authorized, proved to me through satisfactory evidence of identification, which was a General Services Administration identification card, to be the person whose name is signed on the preceding instrument and by him duly executed, to be his free act and deed in his capacity as Director, Real Property Disposition, Project Management Office – North, General Services Administration, Boston, Massachusetts.

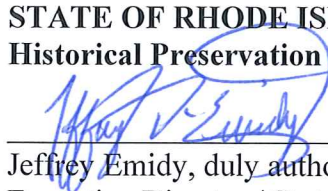
  
Carol H. Chirico, Notary Public  
My commission expires November 8, 2030



**ACKNOWLEDGED AND ACCEPTED BY:**

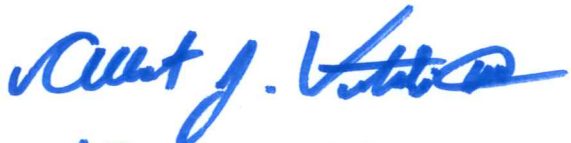
**GRANTEE:**

**STATE OF RHODE ISLAND, by and through its  
Historical Preservation & Heritage Commission**

  
\_\_\_\_\_  
Jeffrey Emidy, duly authorized  
Executive Director / State Historic Preservation Officer

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, in said County, on the 11<sup>th</sup> day of MARCH, 2026, before me personally appeared the within-named Jeffrey Emidy, to me known and known by me or proved to me through satisfactory evidence of identification, which was a Rhode Island State Driver's License to be the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed.

  
Albert J. Vitali III  
My commission expires:  
1-5-2027



**RHODE ISLAND STATE PROPERTIES COMMITTEE**

**APPROVED** this 17<sup>th</sup> day of March, 2020, by the State Properties Committee.

Approved:



**Chairperson**



Print Name

Approved:

**Public Member**

Print Name

Approved:

**Public Member**

Print Name

Approved as to Substance:



**Director, Rhode Island Department of Administration, or designee**



Print Name

Approved as to Form:



**Rhode Island Attorney General, or designee**



Print Name



**LEGAL DESCRIPTION**  
**A.P. 385 LOT 1**  
**City of WARWICK**  
**PARCEL DIMENSIONS**

*That certain parcel identified as "A.P. 385 LOT 1" on the recorded plan entitled: "BOUNDARY & EXISTING CONDITIONS PLAN for U.S. GOVERNMENT, A.P. 385 LOT 1, 1350 WARWICK NECK AVENUE in WARWICK, RHODE ISLAND, SCALE: 1"=30'; DATE: MARCH 31, 2025; PRINCIPE COMPANY, INC. SURVEYING DIVISION"; situated on the southerly side of Warwick Neck Avenue, just southerly of the intersection with Briarcliff Avenue in the City of Warwick, State of Rhode Island, said parcel is more particularly described as follows;*

*Beginning at a point, said point being the common front corner of land now or formerly owned by U.S. Government and land now or formerly owned by Paige Jansen, said point being marked by a pk nail and being the northeasterly corner of the parcel herein described,*

*Thence S00°31'31"E running along said Jansen land, a distance of 105.00' to a point, said point being marked by a pk nail,*

*Thence N89°28'29"E running along said Jansen land, a distance of 91.00' to an angle point, said point being marked by a capped rebar,*

*Thence S42°30'31"E running along said Jansen land, a total distance of 200.40' +/- to the Mean Low Water of Narragansett Bay, said point being 35.40' +/- southeasterly of a drill hole and being the southeasterly corner of the parcel herein described.*

*Thence running along the mean low water of Narragansett Bay for a distance of 331.90' +/- to land now or formerly owned by Huynh Properties LLC, said point being the southwesterly corner of the parcel herein described,*

*Thence N00°41'28"W running along said Huynh land, a total distance of 434.20' +/- to the southerly line of said Warwick Neck Road, said point being the northwesterly corner of the parcel herein described,*

*Thence N88°48'51"E running along the southerly line of said Warwick Neck Road, a distance of 34.55' to said Jansen land and the point and place of beginning.*

**CONTAINING**  
**58,212 SQUARE FEET**  
**1.3264 ACRES**

## **Exhibit B**

The 1.33-acre, irregularly-shape parcel is improved by four buildings: the historic Warwick Neck Lighthouse, the historic Keeper's Quarters, a non-historic garage, and a non-historic shed. The property is accessed by a paved driveway extending south from Warwick Neck Avenue. The property is bound by a stone wall on the west, a modern seawall and the Greenwich Bay on the southeast, and a neighboring property on the northeast and north. Concrete walkways extend south from the Keeper's Quarters and lead to the Lighthouse and south to a wooden stair. A chain-link fence, which rests upon a stone and concrete retaining wall, extends east-west at the southern end of the property. A modern concrete seawall runs parallel to the stone wall closer to the bay.

### *Architectural Description*

#### *Lighthouse*

The Warwick Neck Lighthouse, built in 1932, is a 51 feet high, cylindrical cast-iron structure which rests upon a high concrete base. The shaft of the tower is painted white and is pierced by small circular windows. A ten-sided black cast-iron lantern rests upon the shaft; an iron balustrade and an overhanging circular gallery supported by twelve cast-iron brackets surround the lantern. The lantern is composed of a band of rectangular iron plates with ten large plates of glass above. The lantern terminates in a conical roof with a spherical ventilator. The entrance is located on the north elevation, within the concrete base of the tower, and consists of a four panel, arched metal door within an arched doorway. The inside of the tower is one large open space broken only by an iron circular stairway which leads to the lantern. Seven round heavy glass plates pierce the lantern gallery's iron floor; these provide light to the tower below.

#### *Lighthouse Keeper's Quarters*

The Keeper's Quarters, built in 1889, is a one-and-one-half-story, L-shaped wood-frame quarters constructed in the Stick Style. The building rests upon a mortared stone foundation. The original clapboards have been covered over with white aluminum siding. It has a steeply pitched, cross-gable roof with bracketing and exposed rafter ends beneath the overhanging eaves. The roof extends over small entry porches at the northwest and southeast corners. Asphalt shingles cover the roof, and an internal red brick chimney with a concrete cap pierces the east gable at the ridgeline. Windows consist of wood replacement windows with simulated-divided-lights in various configurations within simple wood surrounds. The exterior doors consist of five-panel historic wood doors covered with storm doors set within simple surrounds with historic two-lite transoms. The porches are wood with decorative brackets and simple railings; the porches are accessed by concrete and wood steps.

**Exhibit C**

**PART 68—THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE  
TREATMENT OF HISTORIC PROPERTIES**

**Authority:** The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918; E.O. 11593, 3 CFR part 75 (1971); sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

**Source:** 60 FR 35843, July 12, 1995, unless otherwise noted.

**§ 68.1 Intent.**

The intent of this part is to set forth standards for the treatment of historic properties containing standards for preservation, rehabilitation, restoration and reconstruction. These standards apply to all proposed grant-in-aid development projects assisted through the National Historic Preservation Fund. 36 CFR part 67 focuses on “certified historic structures” as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

**§ 68.2 Definitions.**

The standards for the treatment of historic properties will be used by the National Park Service and State historic preservation officers and their staff members in planning, undertaking and supervising grant-assisted projects for preservation, rehabilitation, restoration and reconstruction. For the purposes of this part:

(a) **Preservation** means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

(b) **Rehabilitation** means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values.

(c) **Restoration** means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration

period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

(d) **Reconstruction** means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

### **§ 68.3 Standards.**

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

#### **(a) Preservation.**

(1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

**(b) *Rehabilitation.***

(1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

(10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**(c) *Restoration.***

(1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

- (2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.
- (3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
- (4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.
- (5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
- (6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.
- (7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.
- (8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
- (9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
- (10) Designs that were never executed historically will not be constructed.

(d) ***Reconstruction.***

- (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.
- (2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.
- (3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

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(4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will recreate the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary re-creation.

(6) Designs that were never executed historically will not be constructed.