



STATE OF RHODE ISLAND & PROVIDENCE PLANTATIONS  
DEPARTMENT OF THE ATTORNEY GENERAL  
PROVIDENCE COUNTY COURT HOUSE  
PROVIDENCE

JULIUS C. MICHAELSON  
ATTORNEY GENERAL

June 1, 1978

The Honorable Robert F. Burns  
Secretary of State  
State House  
Providence, RI 02903

Re: Narragansett Indian Land Claim Settlement Agreement

Dear Mr. Secretary:

Enclosed please find an original, executed "Joint Memorandum of Understanding Concerning Settlement of the Rhode Island Indian Land Claims."

I am forwarding this document to you with the request that it be duly filed and recorded in the Office of the Secretary of State.

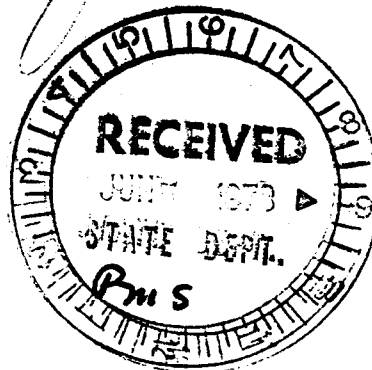
Thank you for your attention to this matter.

Very truly yours,

  
JULIUS C. MICHAELSON  
ATTORNEY GENERAL

JCM:JC

Enclosure



JOINT MEMORANDUM OF UNDERSTANDING  
CONCERNING SETTLEMENT OF THE  
RHODE ISLAND INDIAN LAND CLAIMS

All parties to Narragansett Tribe of Indians v. Southern Rhode Island Land Development Co., et al, C.A. No. 75-0006 (USDC, DRI) and Narragansett Tribe of Indians v. Rhode Island Director of Environmental Management, C.A. No. 75-0005 (USDC, DRI) (together called "the Lawsuits") and the other undersigned persons interested in the settlement of Indian land claims within the State of Rhode Island hereby agree to the following principles and provisions of settlement which are, except for the provisions of Section 18 below, to be considered as inseparable, dependant requirements and which are all conditioned upon requisite, favorable and timely action by the appropriate executive and legislative branches of the governments of the State of Rhode Island and the United States of America:

1. That a state chartered corporation (the "State Corporation") will be created with an irrevocable charter for the purpose of acquiring, managing and permanently holding the lands defined in Sections 2 and 3 below (the "Settlement lands"); the State Corporation will be controlled by a board of directors, the majority whose members will be chosen by a Rhode Island corporation known as "The Narragansett Tribe of Indians" (the "Indian Corporation") or its successor and the remaining members chosen by the State of Rhode Island.

2. That the State of Rhode Island will contribute the Indian Cedar Swamp, the Indian Burial Hill, the land around Deep Pond, and an easement from Kings Factory Road to Watchaug Pond to the State Corporation. These public portions of the Settlement Lands total approximately 900 acres. Contribution of the State land around Deep Pond is subject to the restrictions set forth below in Section 17.

3. That the Settlement Lands will also include approximately 900 acres of land located within the area outlined in red on the map attached hereto marked Exhibit A. The Settlement Lands shall specifically include those lands held by the defendants named in the Lawsuits which are enumerated on the schedule attached hereto as Exhibit B. These privately held portions of the Settlement Lands shall be acquired at fair market value established without regard to the pendency of the Lawsuits. No private landowner shall be required to convey any land hereunder without his or her consent, which shall be deemed to have been given upon

execution of a mutually acceptable option agreement (the "Option"). Any landowner executing an Option shall be paid a nonrefundable option fee by the federal government equal to 5% of the purchase price for a 2-year option. The optionee shall have the right to renew the option for one additional year for a renewal fee paid by the federal government of 2.5% of the purchase price.

4. That the parties to the Lawsuits will support efforts to obtain deferral of both state and federal income taxes resulting from the conveyance of privately held portions of the Settlement Lands.

5. That the federal government will provide the funds, in an amount not in excess of 3.5 million dollars, to acquire the privately held portions of the Settlement Lands.

6. That Federal legislation shall be obtained that eliminates all Indian claims of any kind, whether possessory, monetary or otherwise, involving land in Rhode Island, and effectively clears the titles of landowners in Rhode Island of any such claim. This Federal legislation shall be in form and substance as set forth in the proposed statutory language attached hereto as Exhibit C, unless otherwise agreed by counsel for the private Defendants in the Lawsuit. This legislation shall not purport to affect or eliminate the claim of any individual Indian which is pursued under any law generally applicable to non-Indians as well as Indians in Rhode Island.

7. That the Settlement Lands shall be subject to a special federal restriction against alienation, provided that nothing in the federal restriction or in any other aspect of this memorandum shall affect the ability of the State Corporation to grant or otherwise convey (whether voluntary or involuntary, including any eminent domain or condemnation proceedings) easements for public or private purposes.

8. That the Settlement Lands will be held in trust by the State Corporation for the benefit of the descendants of the 1880 Rhode Island Narragansett Roll.

9. That the Settlement Lands will not be subject to local property taxation.

10. That the federal government will reimburse the private defendants in the lawsuits for costs incurred or paid for legal services and disbursements in connection with the lawsuits with respect to any lands involved in the Lawsuits which are not specified in Exhibit B and for which an Option is not executed.

11. That the State Corporation will have the right (after consultation with appropriate state officials) to establish its own regulations concerning hunting and fishing on the Settlement Lands without being subject to state regulations, but shall impose minimum standards for safety of persons and protection of wildlife and fish stock.

12. All the Settlement Lands contributed by the State will be permanently held for conservation purposes by the State Corporation.

13. That, except as otherwise specified in this Memorandum, all laws of the State of Rhode Island shall be in full force and effect on the Settlement Lands, including but not limited to state and local building, fire and safety codes.

14. That all settlement lands will be subject to a professionally prepared land use plan (the "Land Use Plan") mutually acceptable to the State Corporation and the Town Council. Acceptance of the Land Use Plan shall not be unreasonably withheld by the Town Council. At least seventy-five percent of the Settlement Lands not already committed to conservation purposes by Section 12 above will be permanently subjected to conservation uses by the Land Use Plan. Town Council acceptance of the Land Use Plan shall be a condition precedent to the acquisition of the Settlement Lands by the State Corporation. The Town Council, after its acceptance of the Land Use Plan, shall amend the zoning ordinance of the Town of Charlestown in a manner consistent with the Land Use Plan as it applies to the Settlement Lands. Thereafter, the zoning ordinance, as amended to conform with the Land Use Plan, shall control the use of the Settlement Lands and shall not be further amended in a manner inconsistent with the Land Use Plan without the consent of the State Corporation.

15. That the plaintiff in the Lawsuits will not receive Federal recognition for purposes of eligibility for Department of the Interior services as a result of Congressional implementation of the provisions of this Memorandum, but will have the same right to petition for such recognition and services as other groups.

16. That the Town of Charlestown will be reimbursed for future services provided in connection with the Settlement Lands with funds provided by the Indian corporation.

17. That contribution by the State of the land around Deep Pond is conditioned upon required and appropriate Federal approval of any conveyance of said land in such manner so as not to affect, in any adverse manner, any

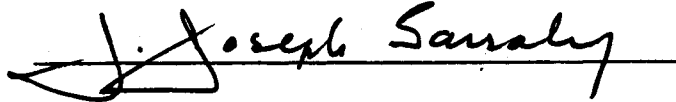
benefits received by the State under the Pittman-Robertson Act (16 U.S.C. §669-669i) and the Dingell-Johnson Act (16 U.S.C. §777-777k), and further conditioned upon the retention of permanent State control of and public access to an adequate fishing area within said land.

18. That implementation of all provisions of this Memorandum, except those of Sections 6, 10 and 19, and the payment of the option fees provided for in Section 3 above shall be contingent upon a prompt determination by the Department of the Interior that the Plaintiff in the Lawsuits have a credible claim to the lands involved in the Lawsuits. Plaintiff shall have an opportunity for judicial review of any adverse determination by the Department of the Interior.

19. The Plaintiffs in the Lawsuits agree to cause the Lawsuits to be dismissed with prejudice at the time the portion of the Federal legislation which eliminates title problems pursuant to Section 6 above becomes effective.

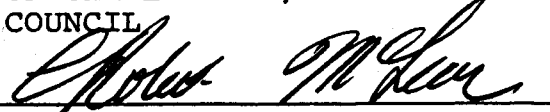
WITNESS the execution hereof under seal as of this twenty-eighth day of February, 1978.

HONORABLE J. JOSEPH GARRAHY,  
Governor of State of Rhode Island  
and Providence Plantations

  
\_\_\_\_\_

TOWN OF CHARLESTOWN, RHODE ISLAND  
TOWN COUNCIL

By

  
\_\_\_\_\_


PLAINTIFF: NARRAGANSETT TRIBE OF INDIANS,  
By their attorneys,  
NATIVE AMERICAN RIGHTS FUND

By

  
\_\_\_\_\_

DEFENDANTS: EDWARD WOOD, RHODE ISLAND DIRECTOR  
OF ENVIRONMENTAL MANAGEMENT

By

  
\_\_\_\_\_

William Granfield Brody,  
Assistant Attorney General,  
State of Rhode Island

( David F. Giuliano  
( Paul E. Bennett  
( Alfred Testa

By GOODWIN, PROCTER & HOAR,  
their attorneys,

By   
Donald P. Quinn

( Robert E. Cherry  
( Castle Realty Company  
( Glenn F. Godden  
( Mildred L. Godden  
( John S. Johnson  
( Alice Johnson  
( Ethel W. Duguid  
( Providence Boys Club  
( Greater Providence Young Mens  
( Christian Association  
( Sarah J. Browning  
( William F. Arnold  
( Ruth Arnold  
( Thomas L. Arnold  
( William Arnold  
( Frank W. Arnold  
( Thomas L. Arnold, William  
( Arnold, Frank W. Arnold  
( and the Washington Trust  
( Company as trustees for  
( the Estate of Frank Arnold  
( Thomas L. Arnold, Laurence  
( Whittemore and the  
( Washington Trust Company  
( as trustees for the  
( Thomas L. Arnold Trust  
( Hope W. Hallock  
( Edna May McKenzie  
( Lloyd E. Fitzgerald  
( Joyce M. Fitzgerald  
( Edward A. Whipple  
( Pauline Whipple

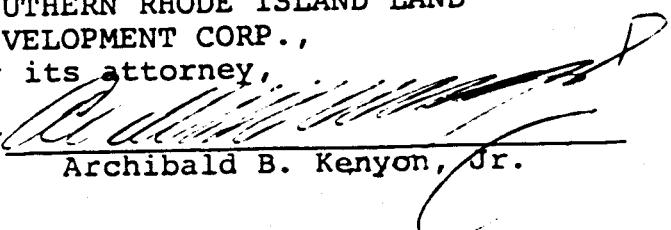
By TILLINGHAST, COLLINS & GRAHAM,  
their attorneys,

By 

SOUTHERN RHODE ISLAND LAND  
DEVELOPMENT CORP.,

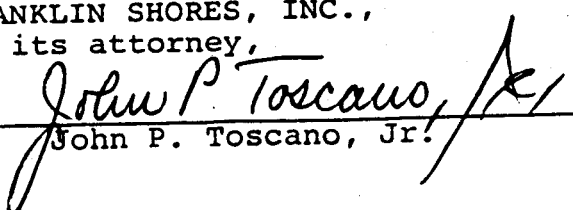
By its attorney,

By

  
Archibald B. Kenyon, Jr.

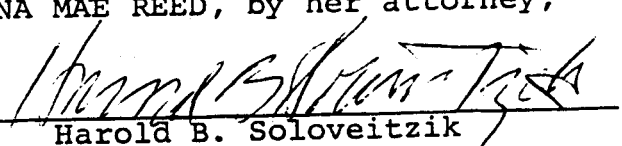
FRANKLIN SHORES, INC.,  
by its attorney,

By

  
John P. Toscano, Jr.

EDNA MAE REED, by her attorney,

By

  
Harold B. Soloveitzik

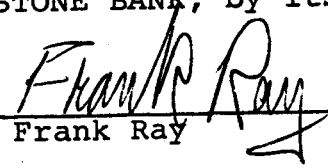
CARL M. RICHARD, by his attorney,

By

  
Francis Castrovillari

OLD STONE BANK, by its attorney,

By

  
Frank Ray

OLD COLONY CO-OPERATIVE BANK,  
by its attorney,

By

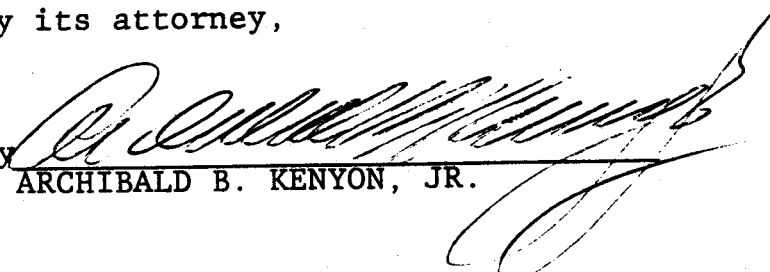
  
ARCHIBALD B. KENYON, JR.

EXHIBIT B

Providence Boys' Club (with the exception of approximately  
100 acres of land adjoining Schoolhouse Pond and  
Lot No. 17)

Greater Providence Young Mens' Christian Association

Hope W. Hallock

Edna May McKenzie

Southern Rhode Island Land Development Corporation

Franklin Shores, Inc.

Edna Mae Reed

Carl M. Richard (including only lots numbered 5, 7, 8  
and 9 and provided further that this land shall be  
held permanently for conservation purposes and neither  
the State Corporation, Indian Corporation nor any  
beneficiary thereof shall have standing in any zoning  
or other administrative or judicial proceeding involving  
land presently owned by Castle Realty Company)

Approximately 12 acres of land of David F. Giuliano



SEC. 1 (a) Any transfer of lands or waters located within the State of Rhode Island from, by or on behalf of any Indian, Indian nation or tribe of Indians, including but not limited to a transfer pursuant to any statute of the State of Rhode Island, was and shall be deemed to have been made in accordance with the Constitution and all laws of the United States that are specifically applicable to transfers of lands or waters from, by or on behalf of any Indian, Indian nation or tribe of Indians (including but not limited to the Trade and Intercourse Act of 1790, Ch. 33, §4, 1 Stat. 138, and all amendments thereto and all subsequent versions thereof), and Congress does hereby approve and ratify any such transfer effective as of the date of the said transfer.

(b) To the extent that any transfer of lands or waters described in subsection (a) may involve lands or waters to which any Indian, Indian nation or tribe of Indians had aboriginal title, subsection (a) shall be regarded as an extinguishment of such aboriginal title as of the date of said transfer.

(c) By virtue of the approval and ratification of a transfer of lands or waters effected by subsection (a) or an extinguishment of aboriginal title effected thereby, all claims against the United States, any state or subdivision

thereof, or any other person or entity, by any Indian, Indian nation or tribe of Indians, including but not limited to claims for trespass damages or claims for use and occupancy, arising subsequent to the transfer and that are based upon any interest in or right involving such lands or waters, shall be regarded as extinguished as of the date of the transfer.

(d) As used in this section, the phrase "lands or waters" shall include any interest in or right involving lands or waters, and the term "transfer" shall include but not be limited to any sale, grant, lease, allotment, partition, conveyance, or any transaction the purpose of which was to effect a sale, grant, lease, allotment, partition or conveyance, or any event or events that resulted in a change in possession or control of lands or waters.

