

From: [Parisi, Maria](#)
To: [Graham Taylor](#); [Bill Porter](#)
Cc: [Heather Ruel](#); [Sharon Ware](#); [Lelaina Muth](#)
Subject: Pink House - Agreement to Initiate a Land Exchange
Date: Tuesday, September 10, 2019 12:55:47 PM
Attachments: [5-21-19 Pink House AIE.docx](#)
[5-21-19 Pink House AIE with B. Peterson Signature.pdf](#)

Hello all, thanks for your time today, and attached is the agreement Bill Peterson signed and shared with key contacts on May 21.

Graham, we look forward to seeing you at 2 pm, Friday, September 20 at Greenbelt's Headquarters in Essex.

Many thanks, Maria

----- Forwarded message -----

From: **Peterson, Bill** <bill_peterson@fws.gov>
Date: Tue, May 21, 2019 at 5:52 PM
Subject: agreement to initiate exchange ready for signatures
To: Rochelle Joseph <rockwrite9@gmail.com>, <Victor.Paduchak@masenate.gov>, Kate Bowditch <bowditch.katherine@gmail.com>, Chris LaPointe <chris@ecga.org>, Sharon Ware <sharon_ware@fws.gov>

Hi Everyone,

Thanks for your patience during the past couple of weeks as a wrapped up other projects before moving on to the Agreement to Initiate Exchange. I've removed Heather Ruel as an AIE signatory, but have made no other edits to the agreement version that Victor shared in his April 8 e-mail.

I'm attached a .docx copy of the agreement and also a .pdf with my signature and date. Would either Kate or Rochelle, whoever gets to it first, please sign the signature page and then e-mail it back to this e-mail's addressees for the remaining person to sign, and e-mail back?

Once we have a fully signed copy, would you like to schedule a conference call to discuss how we'd like to announce this development to the other Pink House stakeholders and the public?

Thank you.

Bill Peterson
Refuge Manager
Parker River NWR
6 Plum Island Turnpike
Newburyport, MA 01950
Office: 978-572-5613
Mobile: 978-376-4553
E-mail: bill_peterson@fws.gov

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Maria Parisi (she/her)
Acting Project Leader
Parker River National Wildlife Refuge
US Fish and Wildlife Service
Newburyport, MA
978.572.5613 (office)
978.376.4553 (cell)
August-September

For questions related to my work at NCTC prior to October,
please contact my supervisor, Mark Madison at mark_madison@fws.gov

Agreement to Initiate a Land Exchange

PURPOSE

This Agreement is non-binding and is an acknowledgement by all parties involved in this potential land exchange of their responsibilities. This proposal is a land exchange administered by the U. S. Fish and Wildlife Service (Service). The goal of this exchange is for the Service to transfer title to the property known as the Pink House (Pink House property) in exchange for property currently owned by Essex County Greenbelt Association, Inc. (Greenbelt) consisting of salt marsh adjacent to Parker River NWR. Support the Pink House will raise funds for incidental costs associated with the proposed exchange.

PARTIES

The parties involved are:

- US Fish and Wildlife Service
Bill Peterson, Refuge Manager
6 Plum Island Turnpike
Newburyport, MA 01950
978-465-5753
- US Fish and Wildlife Service
Heather Ruel, Realty Specialist
300 Westgate Center Drive
Hadley, MA 01035
413-253-8597
- Essex County Greenbelt Association, Inc.
Katherine Bowditch, President
82 Eastern Avenue
Essex, MA 01929
978-768-7241 ext. 18
- Support the Pink House
Rochelle Joseph
25 Storey Avenue #249
Newburyport, MA 01950
978-255-2524

PROPERTIES

The Service administers the United States of America-held title to the Pink House located at 60 Plum Island Turnpike, Newbury, Massachusetts.

Greenbelt currently holds title to approximately 330 acres (per assessment) of salt marsh located in Newbury, Massachusetts identified as Newbury Map R30: Lots 2, 3, 4, 6, 7, 8, 9, 18, Map R31: Lots 22, 24, Map R49: Lot 23, and Map 50: Lots 2, 14, 15, 16, 17, 18.

Agreement to Initiate a Land Exchange

PROPOSAL

Greenbelt agrees to donate their equity in the salt marsh parcels up to the value of the Pink House property by transfer of title to the Service as the equalization payment to the USA to assist Support the Pink House (StPH) with this land exchange. Greenbelt agrees to hold title to the Pink House temporarily if necessary, but contribute no cash funds. The Service agrees to work with both parties to guide and facilitate the exchange process.

The Service acknowledges that prior to the swap, Greenbelt will convey a Conservation Restriction to the Massachusetts Department of Fish and Game, Division of Fisheries and Wildlife (DFG) in satisfaction of its obligations under a North American Wetland Conservation Act (NAWCA) Grant award to DFG.

While the exact costs of completing the due diligence necessary in this transaction can only be estimated at this time, they could be substantial, perhaps reaching \$100,000 or more. Therefore, it is in the interest of StPH and the Service to ensure that adequate funding will be available to complete all the requisite work. The Service has up to \$35,000 in funding, contingent on availability, to fund a portion of the incidental costs.

StPH will fund the initial title work, which will be used to obtain a more precise cost estimate of the project's survey needs. The Service will provide an in-kind contribution of \$5,000 to administer the initial title work contract. Following the title review, the Service will revise its cost estimates for the subsequent project steps and prepare an updated Agreement for the Surveys step.

Progression of Steps/Estimated Costs:

- | | |
|------------------------|----------|
| 1. Title Review | \$10k |
| 2. Surveys | \$38-50k |
| 3. Appraisals | \$18-22k |
| 4. Contaminants Survey | \$6-8k |

Should any party signing this Agreement not comply with the terms herein stated, this Agreement shall become null and void. This Agreement shall be valid for a period of two years starting on the date the last party signs this Agreement and may be extended on an annual basis with concurrence of all parties.

Agreement to Initiate a Land Exchange



Bill Peterson, Refuge Manager, Parker River National Wildlife Refuge

5/21/19

Date

Katherine Bowditch, President, Essex County Greenbelt Association, Inc. Date

Rochelle Joseph, President, Support the Pink House

Date

OTHER, Support the Pink House

Date