

# **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) in exchange for a yet-to-be-determined property within Interior Region 1 of the National Wildlife Refuge System. Support the Pink House, Inc. (STPH) will raise funds for incidental costs associated with the proposed Pink House portion of the exchange.

## **PARTIES**

The parties involved are:

- US Fish and Wildlife Service  
Matt Hillman, Refuge Manager  
6 Plum Island Turnpike  
Newburyport, MA 01950  
978-465-5753
- US Fish and Wildlife Service  
Bill Porter, Branch Chief  
300 Westgate Center Drive  
Hadley, MA 01035  
413-265-9567
- Support the Pink House, Inc.  
Rochelle Joseph, President  
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.

## **PROPOSAL**

The Appraisal and Valuation Services Office (AVSO) will provide a list of qualified appraisers and a Statement of Work to STPH who will then negotiate the fee and timeline and make an appraiser selection. Other than selecting and paying, STPH has no other responsibility regarding the appraiser or appraisal process, and the Service will manage the scope of work for this and the future subdivision of the property (see pg. 2).

The appraisal will be performed with the following use restrictions agreed to by the Service and STPH:

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1. No expansion of the existing building footprint as agreed upon by both parties (see Exhibit A for the one exception to the rear/south of the building).
2. No construction or placement of additional structures on the property.
3. Use of the property shall only be as a single family residence and/or public educational facility.
4. Should the property be up for sale at a future date, the Service would have the opportunity to match a bonafide offer within a narrow timeframe (i.e., a "first right of refusal" to the USA would be placed in the deed).

STPH agrees that it will communicate with the Restoration Partner the Government's obligations under Title X regarding lead paint and asbestos abatement. The Restoration Partner will provide the certification that the lead and asbestos hazard abatement has been completed (per the regulations, this must occur before the building is occupied). It is understood that STPH itself will not be undertaking lead and asbestos abatement, but that it will ensure certification documentation is delivered by the Restoration Partner.

STPH will provide for the funds required to survey and subdivide the Pink House property, which will be a minimum of (but not substantially more than) 1 acre with any associated improvements. The Service will pay for all due diligence for the property coming to the USA.

The Service or STPH, depending on the appraised value of the properties, agree to contribute the difference in value for an equalization payment. The Service proposes a simultaneous closing whereby the USA transfers the Pink House property to STPH and STPH provides the funding to transfer the exchange property to the USA.

While the exact costs of completing the due diligence necessary in this transaction can only be estimated at this time, they could reach \$35,000 or more. Therefore, it is in the interest of STPH and the Service to ensure that adequate funding is available to complete the requisite work.

STPH will fund the cost of the appraisal, contaminants survey, and land survey for the Pink House parcel. The Service will fund the due diligence costs for the exchange parcel to be transferred to the USA.

### **Progression of Steps/Estimated Costs:**

- |                               |                      |
|-------------------------------|----------------------|
| 1. Appraisal                  | \$8,000 to \$10,000  |
| 2. Survey (incl. subdivision) | \$10,000 to \$15,000 |
| 3. Contaminants Survey        | \$3,000 to \$6,000   |

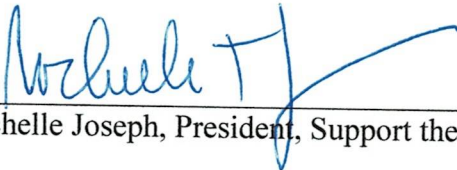
Both parties agree to open and transparent communication throughout the process, and the Service will provide routine updates regarding the status of the projects that STPH is funding (i.e., appraisal, survey and subdivision).

## Agreement to Initiate a Land Exchange

Should any party signing this Agreement not comply with the terms herein stated, this Agreement shall become null and void; or, it may be amended as agreed upon in writing by both parties. This Agreement shall be valid for a period of two years starting on the date the last party signs and may be extended on an annual basis with concurrence of both parties.

  
Matt Hillman, Refuge Manager, Parker River NWR

12/11/2020  
Date

  
Rochelle Joseph, President, Support the Pink House, Inc.

12.11.2020  
Date

  
Jeff Ackley, Support the Pink House, Inc.

12/11/2020  
Date

  
Alison Odle, Support the Pink House, Inc.

12/11/2020  
Date