

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to execute a non-binding preliminary agreement to exchange interests in real property between the City of Lowell and United States of America (U.S.A.) acting by and through the Northeast Region Land Resources Office of the National Park Service, U.S. Department of the Interior (NPS).

The proposed exchange will mutually benefit the City and the Lowell National Historical Park;
and

This Agreement will replace all previous agreements for this purpose.

BE IT VOTED BY A TWO-THIRDS VOTE OF THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Council of the City of Lowell hereby authorizes the City Manager to execute on behalf of the City of Lowell, a non-binding preliminary agreement to exchange interests in real property between the City of Lowell and United States of America (U.S.A.) acting by and through the Northeast Region Land Resources Office of the National Park Service, U.S. Department of the Interior (NPS). The non-binding preliminary agreement to exchange interests in real property shall be in the form or substantially the form attached hereto, marked "A".

BE IT FURTHER VOTED:

That the City Manager is also hereby authorized on behalf of the City of Lowell to execute any other related documents pertaining to the subject matter of the above Vote consistent therewith.

United States Department of the Interior



NATIONAL PARK SERVICE, NORTHEAST REGION

Business Services, New England Office

115 John Street, 5th Floor

Lowell, Massachusetts 01852

Telephone: (978) 970-5260

Fax: (978) 970-5263

IN REPLY REFER TO:

1.A.1. (NER-BS)

LOWE 106-01/02/05 & 111-04

DATE

Ms. Eileen Donoghue, City Manager
City of Lowell
375 Merrimack Street
Lowell, Massachusetts 01852

Dear Manager Donoghue:

We are providing this letter to confirm recent discussions about a proposed exchange of real property interests in Lowell, Massachusetts, between the City of Lowell (City) and the United States of America (U.S.) acting by and through the Northeast Region Land Resources Office of the National Park Service, U.S. Department of the Interior (NPS). The proposed exchange will mutually benefit the City and Lowell National Historical Park (Park). This letter describes the exchange process and, if signed below and returned by the City, will serve as a non-binding preliminary agreement to exchange interests in real property. Once signed, this agreement will replace all previous agreements for this purpose.

The proposed exchange includes conveyance of a permanent easement from the City to the U.S. for exclusive use of spaces in a proposed vehicle parking garage and a surface bus parking lot. These parking spaces are located on or over the properties listed below. Please see the enclosed draft easement.

Parcel ID No.	Address	City Estate	Intended Use
0160 3200 0350.4 0000	350.4 Dutton St.	Fee	Vehicle Parking Garage (Lot 14)
0136 2470 0469 0000	469 Father Morissette Blvd. (portion)	Fee	Bus Parking Lot

Furthermore, the City agrees that it will plan, construct, and maintain in perpetuity a public way that will, in part, provide bus access to the federal easement area identified as Park Tract 106-04.

In return for the easement, the U.S. will release to the City all of its interest in the properties listed below (Park Tracts) subject to certain reservations including:

11A

DRAFT 10/18/19

1. Rights to continue using all Park Tracts for vehicle and bus parking and access until replacement parking in and on the proposed vehicle parking garage and bus parking lot is available for use; and
2. The possibility of reverter for all Park Tracts if the proposed vehicle parking garage, bus parking lot, and public way providing access to Tract 106-04 are not all constructed and available for use within a reasonable time.

Please see the enclosed draft release.

Park Tract No.	Parcel ID No.	Address	U.S. Estate	Current Use
106-01	0160 3905 0256.2 0000	256.2 Market St.	Fee	Vehicle Parking
106-02	0159 1915 0256.1 0000	256.1 Dutton St.	Fee	Vehicle Parking
106-05	0160 1915 0348 0000	348 Dutton St. (portion)	Easement	Access
	0160 1915 0350 0000	350 Dutton St. (portion)		
	0160 1915 0350.2 0000	350.2 Dutton St. (portion)		
	0160 1915 0350.3 0000	350.3 Dutton St. (portion)		
	0160 1915 0350.4 0000	350.4 Dutton St. (portion)		
	0160 1915 0360 0000	360 Dutton St. (portion)		
	0160 1915 0360.1 0000	360.1 Dutton St. (portion)		
111-04	0160 3905 0256.8 0000	256.8 Market St	Fee	Bus Parking

The NPS must complete the following steps before the proposed land exchange can be executed:

- a. Confirm that the City has or will have clear and transferrable title to the properties that will be subject to the proposed easement.
- b. Prepare metes and bounds legal descriptions of all lands and interests in land to be exchanged following surveys, if necessary.
- c. Comply with the National Environmental Policy Act, the National Historic Preservation Act (NEPA/106), and any other applicable federal law.
- d. Receive and approve Environmental Site Assessments for all properties to be exchanged. If Recognized Environmental Conditions (RECs) are identified on these properties, provisions to properly address the RECs must be made before the exchange can proceed.
- e. Publish a Notice of Realty Action (NORA) describing the proposed exchange in the Federal Register (once) and in a local newspaper (weekly for three consecutive weeks) and allow a subsequent 45-day period for public comment. Any negative comments must be properly addressed before the exchange can proceed.
- f. Send a copy of the NORA to abutting landowners and any affected local, State and federal government agencies.

- g. Obtain appraisals for all real property interests to be exchanged in compliance with federal appraisal standards. Signature and return of the duplicate copy of this letter will document acceptance of the enclosed draft easement and draft release by the City to identify the real property interests to be appraised.
- h. Notify Congress if the combined value of the Park Tracts is over \$500,000.
- i. Execute a final and legally binding Exchange Agreement with the City to address any cash equalization payment required.

The NPS and City intend to exchange real property interests with equal values in a manner that will assure the Park sufficient parking facilities to continue meeting its operational needs. The appraisal of the proposed easement will determine the value of a parking space in the proposed vehicle parking garage and, from that, establish the number of spaces that, together with the appraised value of the proposed bus lot, will equal the appraised value of the Park Tracts.

If the number of parking spaces in the proposed vehicle parking garage determined by the appraisal is greater than the minimum number of spaces required for Park operations, the NPS may consider releasing the excess spaces to the City in return for a cash payment to equalize the exchange values. Conversely, if the number of parking spaces is lower than the minimum number of spaces required for Park operations, the City will provide additional spaces to meet the Park's minimum requirement and the U.S. will not make a cash payment to equalize exchange values as stated in 16 U.S.C. § 410cc-22(d)(3).

The NPS agrees to pay for title work on the properties that will be encumbered by the proposed easement, compliance with NEPA/106, and publication and distribution of the NORA pending the availability of appropriated funds for this work. The City agrees to pay and contract for all surveys that might be required, appraisals, and ESAs on behalf of the NPS. The U.S. Department of the Interior, Appraisal and Valuation Services Office (AVSO), will prepare a scope of work for the appraisals and provide the City with a list of approved appraisers from which it must select a contractor. Please note that all appraisal products will be the property and under the control of AVSO. The NPS will provide the City with an approved scope of work for the ESAs and must be named as a benefitting party.

We intend to complete the steps above and execute the proposed exchange as soon as possible with a tentative target transaction date approximately 12 months after signature of this letter by the City's representative, barring any unforeseen complications or delays. Please see the enclosed draft timeline for milestone target dates in this process; these dates are subject to revision pending many variables. Also, please note that this agreement is not binding on either the City or the NPS and it is possible that the proposed exchange may not be completed regardless of current intentions.

Following execution of the proposed exchange, the NPS will revise the Park boundary to include the properties encumbered by the proposed easement within the Park. Signature and return of the duplicate copy of this letter will document the City's consent to that boundary revision.

Please have the duplicate copy of this letter provided signed and return it to the address above. Thank you for your cooperation and assistance with this project. If you have any questions or concerns about this letter, please call Realty Specialist David Funk at (413) 323-9170.

Sincerely,

Jennifer Cherry
Deputy Realty Officer

cc (electronic): Diane Tradd, Director, Planning and Development, and Assistant City
Manager, Lowell, Massachusetts
Celeste Bernardo, Superintendent, Lowell National Historical Park

Enclosures

I certify that I am a duly authorized representative for the City of Lowell and, on behalf of the City, I: (1) agree with and accept the contents of this letter as a non-binding preliminary agreement to exchange interests in real property with the United States of America; (2) authorize representatives and agents of the NPS to enter the City properties identified above for preparation of appraisals and ESAs and for any other purposes reasonably necessary to support the proposed real property exchange; (3) accept the enclosed draft easement and draft release for implementation of the proposed exchange; and (4) consent to an administrative boundary revision of Lowell National Historical Park to include all properties encumbered by the proposed easement within Park boundaries.

Signature: _____

Title: _____

Printed Name: _____

Date: _____



Eileen M. Donoghue
City Manager

Kara Keefe Mullin
Assistant City Manager

October 22, 2019

Mayor William Samaras
and
Members of the City Council

SUBJECT: NPS/City of Lowell Non-Binding Preliminary Agreement

Dear Mayor Samaras and Members of the City Council:

The City of Lowell and Lowell National Historical Park continue to pursue completion of a land swap in the Hamilton Canal Innovation District (HCID), which is critical for the success of the HCID. The swap terms include, in general terms, the City acquisition of the National Park Service's (NPS) surface parking lots adjacent to the Merrimack Canal/Dutton Street in exchange for the City providing to NPS a number of car parking spaces in the new HCID garage and 11 bus parking spaces on the recently discontinued section of the Father Morissette right-of-way. Currently, the City is working with NPS to provide details necessary for the federal Office of Valuation Services to conduct an appraisal of the properties involved in the exchange.

This agreement replaces all previous agreements between the City and NPS.

Sincerely,

Eileen M. Donoghue
City Manager

EMD/ns

Attachment

cc: Diane N. Tradd, Assistant City Manager/DPD Director
Christine P. O'Connor, City Solicitor
Craig Thomas, Deputy Director