

SENATE No. 2285

The Commonwealth of Massachusetts

In the Year Two Thousand Ten

An Act authorizing the Division of Capital Asset Management and Maintenance, in consultation with the board of trustees of the Essex Independent Agricultural and Technical Institute, to sell and convey a certain parcel of land in the town of Newbury.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Notwithstanding section 40F and section 40F 1/2 of chapter 7 of the
2 General Laws, or any other general or special law or rule or regulation to the contrary, the
3 commissioner of capital asset management and maintenance ,in consultation with the board of
4 trustees of the Essex Independent Agricultural and Technical Institute, or any officer designated
5 by the Board, for itself and on behalf of the commonwealth, may sell and convey, subject to the
6 terms and conditions set out herein, all of its right, title and interest in and to a certain parcel of
7 vacant land in the Byfield section of the town of Newbury, Massachusetts, known and numbered
8 as 168 Orchard Street, Byfield (Newbury), Massachusetts, containing approximately 20 acres of
9 land, as shown on a “Plan of Land in Newbury, Massachusetts” dated November 6, 2008 as
10 revised on December 4, 2008, and being more particularly described as follows:

11 Lot 4 of a Plan of Land in Newbury, Massachusetts dated November 6, 2008 by Steven J.
12 Russo, professional land surveyor.

13 The grantor's title for this parcel is through an Agreement for the Compromise of the Will
14 of Lewis Bulgaris, Essex Probate and Family Court docket no. 96P-2049-EP1. Pursuant to said
15 agreement the grantor holds its title in common with one Dianne Yurkavich, an heir of said
16 Lewis Bulgaris.

17 SECTION 2. (a) The consideration for the sale and conveyance authorized by section 1
18 shall be the full and fair market value of the property as determined by the commissioner of
19 capital asset management based upon an independent professional appraisal. The inspector
20 general shall review and approve the appraisal inspector general, and the review shall include a
21 review of the methodology used for the appraisal. The inspector general shall have 30 days after
22 receipt of the appraisal and a report by the commissioner to undertake such review and approval.
23 The inspector general shall submit a report on this review and approval of the appraisal to the
24 commissioner. At least 15 days prior to the conveyance, the commissioner shall submit a copy
25 of the inspector general's report to the the house and senate committees on ways and means and
26 the chairs of the joint committee on state administration and regulatory oversight.

27 SECTION 3. The proceeds of the sale and conveyance shall be held and distributed in the
28 manner prescribed by the Agreement for the Compromise of the Will of Lewis Bulgaris, Essex
29 Probate and Family Court docket no. 96P-2049-EP1. Pursuant to the terms of said agreement, the
30 board of trustees of Essex Independent Agricultural and Technical Institute shall deposit the
31 Institute's share of the sale proceeds into a separate account, wholly segregated from the general
32 fund, and shall use the proceeds, and the income therefrom, for either or both of the following
33 purposes: (1) to provide scholarships for students desirous of pursuing programs of agricultural
34 study at Essex Independent Agricultural and Technical Institute, or (2) for the repair and
35 maintenance of those buildings and other facilities on the campus of Essex Independent

36 Agricultural and Technical Institute devoted exclusively or primarily for agricultural studies or
37 uses. No portion of the sale proceeds or the income therefrom, shall be used for non-agricultural
38 scholarships, programs or purposes.

39 SECTION 4. All costs of appraisal, survey and deed preparation for the conveyance of
40 the property authorized by section 1 shall be paid by the parties charged with such costs by the
41 Agreement for the Compromise of the Will of Lewis Bulgaris, Essex Probate and Family Court
42 docket no. 96P-2049-EP1. Pursuant to the terms of said agreement, Essex Independent
43 Agricultural and Technical Institute and Dianne Yurkavich shall each pay one-half of all such
44 charges