

**SENATE . . . . . No. 2645**

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**The Commonwealth of Massachusetts**

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**In the Year Two Thousand Ten**  
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An Act providing for the disposition of Commonwealth owned land in the city of Boston.

*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. The commissioner of capital asset management and maintenance, subject  
2 to sections 40E to 40J and the provisions of this act, , but notwithstanding 40H of said chapter 7,  
3 may sell and convey by deed approximately 5,000 square feet of commonwealth-owned  
4 property, currently under the care and control of Roxbury Community College, and located at the  
5 intersection of Centre Street and Columbus Avenue in the city of Boston, to Jackson Square  
6 Partners, LLC, or its designee, for activities consistent with the Jackson Square Redevelopment  
7 Area as more fully described in the Memorandum to the Boston Redevelopment Authority  
8 regarding the Jackson Square Project, Site II, Phase 1 Building D& F, Jackson Commons Notice  
9 of Project Change , Jamaica Plain and Roxbury, Board Approved, dated April 13, 2010. The  
10 commissioner shall establish the exact boundaries of the parcel, based upon a survey to be  
11 performed prior to such conveyance.

12           SECTION 2. The consideration for the conveyance authorized by this act shall be not  
13 less than the full and fair market value of the property for its highest and best use, as determined  
14 by the commissioner of capital asset management and maintenance based on an independent

15 professional appraisal. The inspector general shall review and approve the appraisal and the  
16 review shall include a review of the methodology utilized for the appraisal. The inspector general  
17 shall complete his review of the appraisal within 30 days after receipt of the appraisal and a  
18 report by the commissioner. The inspector general shall submit to the commissioner a report on  
19 his review and approval of said appraisal. At least 15 days before the conveyance of the  
20 property, the commissioner shall submit a copy of the inspector general's report to the house and  
21 senate committees on ways and means and the joint committee on state administration and  
22 regulatory oversight.

23 SECTION 3. All monies received as a result of this conveyance shall be deposited in an  
24 expendable trust, to be established on behalf of Roxbury Community College, in order to further  
25 support the educational mission of the college.

26 SECTION 4. The grantee of the property shall be responsible for all costs and expenses  
27 of the transaction authorized by this act as determined by the commissioner of capital asset  
28 management and maintenance, including without limitation, the cost of any survey, appraisal or  
29 other expenses relating to the conveyance of the property, and shall be responsible for all costs,  
30 liabilities and expenses of any nature and kind in connection with the grantee's subsequent  
31 ownership of the property. The grantee shall take title to the property in its existing condition  
32 without any warranty by the commonwealth.

33 SECTION 5. The deed of conveyance from the commissioner of capital asset  
34 management and maintenance shall reserve to Roxbury Community College a permanent non-  
35 exclusive right, if and when the grantee constructs a vehicular driveway across said property, to  
36 use said vehicular driveway for access to the abutting property owned by or under the care and

37 control of Roxbury Community College, provided however, that nothing in this act shall be  
38 construed to require the grantee to construct or alter said driveway in any manner to suit the  
39 particular needs of Roxbury Community College or to maintain said driveway to any particular  
40 standard, and, provided further, that Roxbury Community College, its agents, officers,  
41 employees, students, invitees and contractors, shall use said driveway at its and their sole risk.

42 SECTION 6. The deed or other instrument conveying the property described in section  
43 1 to Jackson Square Partners, LLC, or its designee or its affiliate(s), shall, without limitation,  
44 provide that if for any reason the property is used by the grantee other than for the purposes  
45 described in section 1, then, following the giving of written notice and an opportunity to cure in  
46 accordance with a procedure to be specified in the deed conveying the property, and upon the  
47 recording of a notice by the commissioner with the Suffolk registry of deeds, title to the property  
48 shall revert to the commonwealth under the care and control of the division of capital asset  
49 management and maintenance and any further disposition shall be subject to sections 40E to 40J,  
50 inclusive, of chapter 7 of the General Laws and to the prior approval of the general court.