

**SENATE . . . . . No. 1393**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

**Frederick E. Berry**

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*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the passage of the accompanying bill:

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 Byfield/Newbury.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
Frederick E. Berry	Second Essex
Theodore C. Speliotis	13th Essex

# The Commonwealth of Massachusetts

In the Year Two Thousand and Nine

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 BYFIELD/NEWBURY.

*Whereas*, The deferred operation for this act would tend to defeat its purpose, which is forthwith to make to authorize the sale and conveyance of certain real property in the Town of Byfield/Newbury, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

*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 General Laws,  
2 or any other general or special law or rule or regulation to the contrary, the Division of Capital Asset  
3 Management and Maintenance in consultation with the Board of Trustees of the Essex Independent  
4 Agricultural and Technical Institute, or any officer designated by the Board, for itself and on behalf of the  
5 Commonwealth, may sell and convey, subject to the terms and conditions set out herein, all of its right,  
6 title and interest in and to a certain parcel of vacant land in the Town of Byfield/Newbury, Massachusetts,  
7 known and numbered as 168 Orchard Street, Byfield (Newbury), Massachusetts, containing  
8 approximately **twenty (20)** acres of land, as shown on a “Plan of Land in Newbury, Massachusetts” dated  
9 November 6, 2008, and being more particularly described as follows:

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

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

15 SECTION 2. (a) The consideration for the sale and conveyance authorized by section 1 shall be  
16 the full and fair market value of the property based upon an independent professional appraisal. The  
17 Inspector General shall review and approve the appraisal. The Inspector General shall prepare a report of  
18 his review of the methodology used for the appraisal and shall file the report with the Commissioner of  
19 Capital Asset Management and Maintenance and the House and Senate Committees on Ways and Means  
20 and the Chairmen of the Joint Committee on Bonding, Capital Expenditures and State Assets in  
21 accordance with this Act.

22 SECTION 3. The proceeds of the sale and conveyance shall be held and distributed in the manner  
23 prescribed by the Agreement for the Compromise of the Will of Lewis Bulgaris, Essex Probate and  
24 Family Court docket no. 96P-2049-EP1. Pursuant to the terms of the said Agreement, the Board of  
25 Trustees of Essex Independent Agricultural and Technical Institute shall deposit the Institute's share of  
26 the proceeds into a separate account, wholly segregated from the general fund, and shall use the proceeds,  
27 and the income therefrom, solely for one or both of the following purposes: (1) to provide scholarships for  
28 students desirous of pursuing programs of agricultural study at Essex Independent Agricultural and  
29 Technical Institute, and/or (2) for the repair and maintenance of such buildings and other facilities on the  
30 campus of Essex Independent Agricultural and Technical Institute which are devoted exclusively or at  
31 least primarily for agricultural studies and/or uses. No portion of the proceeds, or the income therefrom,  
32 shall ever be used for non-agricultural scholarships, programs or purposes.

33 SECTION 4. All costs of the appraisal, survey and deed preparation for the conveyance of the  
34 property authorized by section 1 shall be paid by the parties charged with such costs by the Agreement for  
35 the Compromise of the Will of Lewis Bulgaris, Essex Probate and Family Court docket no. 96P-2049-  
36 EP1; and pursuant to the terms of the said Agreement, Essex Independent Agricultural and Technical  
37 Institute shall pay one-half of all such charges, and the aforesaid Dianne Yurkavich shall pay one-half of  
38 all such charges.