

HOUSE No. 4126

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, September 27, 2021.

The committee on Ways and Means, to whom was referred the Bill authorizing the Division of Capital Asset Management and Maintenance to convey a certain parcel of land to the town of Hudson (House, No. 3163), reports recommending that the same ought to pass with an amendment substituting therefor the accompanying bill (House, No. 4126).

For the committee,

AARON MICHLEWITZ.

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**In the One Hundred and Ninety-Second General Court
(2021-2022)**

An Act authorizing the Division of Capital Asset Management and Maintenance to convey a certain parcel of land to the town of Hudson.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to authorize forthwith the transfer of a certain parcel of land used solely for the purpose of a performing arts center or other purposes, 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. (a) Notwithstanding sections 32 to 37, inclusive, of chapter 7C of the
2 General Laws or any general or special law to the contrary, the commissioner of capital asset
3 management and maintenance may convey a certain parcel of land taken for armory purposes in
4 the town of Hudson, described in a deed recorded in the Middlesex south registry of deeds in
5 book 3529, page 381, which is known and numbered as 35 Washington street. The parcel may be
6 conveyed to the town of Hudson and shall be used solely for the purpose of a performing arts
7 center. The parcel contains approximately 1.88 acres. The parcel shall be conveyed by deed
8 without warranties or representations by the commonwealth.

9 (b) The use of the parcel, if conveyed pursuant to this section, shall be restricted to a
10 performing arts center. Notwithstanding the foregoing or any general or special law to the

11 contrary, but subject to paragraphs (a), (b) and (g) of section 16 of chapter 30B of the General
12 Laws, the town of Hudson may lease or sell the parcel or portions thereof to the Hudson Cultural
13 Alliance, Inc., subject to the provisions of this section.

14 (c) The deed or other instrument conveying the parcel to the town of Hudson shall
15 provide that the parcel shall be used solely for the purpose of a performing arts center and shall
16 include a reversionary clause that stipulates that if the parcel ceases at any time to be used for the
17 allowed purpose set forth in this section, title to the parcel shall, at the election of the
18 commonwealth, revert to the commonwealth and the reversionary clause shall be enforceable
19 notwithstanding the time limit set forth in section 7 of chapter 184A of the General Laws.

20 (d) The consideration for the conveyance of the parcel pursuant to this section shall be
21 the fair market value of the parcel as determined by the commissioner of capital asset
22 management and maintenance based upon an independent professional appraisal previously
23 obtained by the commissioner, taking into consideration the restriction on the use of the parcel
24 set forth in subsection (b).

25 (e) Notwithstanding any general or special law to the contrary, the town of Hudson shall
26 be responsible for all costs and expenses of any transaction authorized by this section as
27 determined by the commissioner of capital asset management and maintenance including, but not
28 limited to, the costs of any engineering, surveys, appraisals, title examinations, recording fees
29 and deed preparation related to the conveyance of the parcel. The town of Hudson shall acquire
30 the property thereon in its present condition. Upon the recording of the deed conveying the
31 parcel to the town of Hudson, the town of Hudson shall be responsible for all costs, liabilities
32 and expenses for its ownership.

33 SECTION 2. (a) If the town of Hudson does not complete a purchase of the property
34 pursuant to section 1 within 90 days of the effective date of this act, or by such later date as may
35 be agreed to by the town of Hudson and the commissioner of capital asset management and
36 maintenance, then, notwithstanding sections 32 to 37, inclusive, of chapter 7C of the General
37 Laws or any other general or special law to the contrary, the commissioner of capital asset
38 management and maintenance may sell, lease for a term up to 99 years, including all renewals
39 and extensions or otherwise grant, convey or transfer to 1 or more purchasers or lessees an
40 interest in the parcel or portions thereof, subject to this act and on such terms and conditions as
41 the commissioner of capital asset management and maintenance considers appropriate. The
42 parcel shall be conveyed by deed without warranties or representations by the commonwealth. In
43 making any such disposition, the commissioner of capital asset management and maintenance
44 shall use appropriate competitive bidding processes and procedures. Not less than 30 days before
45 the date on which bids, proposals or other offers to purchase or lease the parcel or any portion
46 thereof are due, the commissioner of capital asset management and maintenance shall place a
47 notice in the central register published by the state secretary pursuant to section 20A of chapter 9
48 of the General Laws stating the availability of the property, the nature of the competitive bidding
49 process, including the time, place and manner for the submission of bids and proposals and the
50 opening of the bids or proposals and such other information as the commissioner considers
51 relevant.

52 (b) Notwithstanding any general or special law to the contrary, the grantee or lessee of
53 the parcel pursuant to this section shall be responsible for all costs and expenses of any
54 transaction authorized by this section as determined by the commissioner of capital asset
55 management and maintenance including, but not limited to, the costs of any engineering,

56 surveys, appraisals, title examinations, recording fees and deed preparation related to the
57 conveyance of the parcel. The grantee or lessee shall acquire the property thereon in its present
58 condition. Upon the recording of the deed conveying the parcel to the grantee or the execution of
59 a lease leasing the parcel, the grantee or lessee shall be responsible for all costs, liabilities and
60 expenses for its ownership or lease.