

HOUSE No. 4338

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, July 23, 2014.

The committee on Ways and Means to whom was referred the Bill authorizing the department of capital asset management and maintenance to lease certain land in the town of Hull to The Friends of the Paragon Carousel, Inc (House, No. 3320), reports recommending that the same ought to pass with an amendment substituting therefor the accompanying bill (House, No. 4338).

For the committee,

BRIAN S. DEMPSEY.

The Commonwealth of Massachusetts

In the Year Two Thousand Fourteen

An Act authorizing the department of capital asset management and maintenance to lease certain land in the town of Hull to The Friends of the Paragon Carousel, Inc..

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 sections 32 to 38, inclusive, of chapter 7C of the General
2 Laws or any other general or special law to the contrary, the commissioner of the division of
3 capital asset management and maintenance may, in consultation with the commissioner of
4 conservation and recreation, lease for a term not to exceed 25 years, 2 parcels of land as
5 described in section 2 of this act to The Friends of the Paragon Carousel, Inc., a non-profit
6 organization, for nominal consideration to provide for the continued use of the parcels of land
7 known as the “Clock Tower Building” and the Paragon Park carousel in the town of Hull. The
8 exact boundaries of the 2 parcels shall be determined by the commissioner of the division of
9 capital asset management and maintenance, in consultation with the commissioner of
10 conservation and recreation, after completion of a survey.

11 SECTION 2. The real property leased pursuant to this act shall contain the following 2
12 parcels described as follows:

13 (1) the parcel of land with the “Clock Tower Building” thereon, situated on the easterly
14 side of George Washington Boulevard in the Town of Hull, County of Plymouth, Massachusetts
15 bounded and described as follows:

16 Beginning at a point of other land of the Commonwealth and owners unknown, said point
17 being the southwesterly corner of the herein described premises:

18 Thence running N 30°–37’–59” W, 90.96 feet to a point;

19 Thence turning and running S 56°–31’–10” W, a distance of 52.23 feet to a point;

20 Thence turning and running N 27°–03’–37” W, a distance of 32.61 feet to a point;

21 Thence turning and running N 59°–25′–17″ W, a distance of 159.19 feet to a point;

22 Thence turning and running S 30°–39′–50″ E, a distance of 119.63 feet to a point;

23 Thence turning and running S 58°–45′–41″ W, a distance of 109.16 feet to the point of
24 beginning.

25 Containing 14,720 square feet of land more or less; and

26 (2) a parcel of land situated on the easterly side of George Washington Boulevard, the
27 southerly side of Wharf Avenue and the westerly side of Nantasket Avenue in the Town of Hull,
28 County of Plymouth, Massachusetts and is described as follows:

29 Beginning at a point on the easterly side of George Washington Boulevard at other land
30 of the Commonwealth said point being the southeasterly corner of the herein described premises:

31 Thence running N 27°–03′–37″ W a distance of 89.64 feet to a point;

32 Thence turning and running by a curve to the right with a radius of 25.26, a distance of
33 38.39 feet to a point;

34 Thence running N 60°–00′–00″ E a distance of 122.34 feet to a point;

35 Thence turning and running S 29°–15′–07″ E a distance of 111.94 feet to a point;

36 Thence turning and running S 59°–25′–17″ W a distance of 150.69 feet to the point of
37 beginning.

38 Containing 16,720 square feet of land more or less.

39 SECTION 3. No lease of the property described in section 2 shall be valid unless such
40 lease provides that said property shall be used only for purposes which relate to the operation of
41 a carousel, including sales office, snack bar, shops selling or distributing material appropriate to
42 the environment of the carousel and promotion of the area; storage of materials and equipment
43 supporting the carousel and related activities; offices for management, bookkeeping and
44 administration of the carousel and related activities; a museum; and educational training
45 workspace.

46 SECTION 4. Notwithstanding sections 32 to 38, inclusive, of chapter 7C of the General
47 Laws or any other general or special law or rule or regulation to the contrary, the leases or other
48 agreements executed under this act shall be on terms and conditions acceptable to the
49 commissioner of capital asset management and maintenance after consultation with the
50 commissioner of conservation and recreation; provided, however, that such lease or other
51 agreement shall provide, without limitation, that: (a) the term of the lease shall be for 25 years;

52 and (b) the property described in section 2 shall be leased for the nominal consideration of \$1 per
53 annum.

54 SECTION 5. Notwithstanding any other general or special law to the contrary, if the
55 property described in section 2 ceases to be used at any time for the public purposes described in
56 this act, or used for any purpose other than the public purposes stated in this act, the
57 commissioner of capital asset management and maintenance shall give written notice to the
58 lessee of the unauthorized use. The lessee shall, upon receipt of the notice, have 30 days to
59 respond and a reasonable time to establish an authorized use of the parcel. If an authorized use of
60 the parcel is not thereafter established, the lease shall terminate.