

---

THE GENERAL ASSEMBLY OF PENNSYLVANIA

---

HOUSE BILL

No. 1945 Session of  
2014

---

INTRODUCED BY HELM, KORTZ AND BIZZARRO, JANUARY 8, 2014

---

AMENDMENTS TO SENATE AMENDMENTS, HOUSE OF REPRESENTATIVES, JUNE  
23, 2014

---

AN ACT

1 Authorizing the Department of General Services to survey certain  
2 lands and buildings situate partly in the City of Harrisburg  
3 and partly in Susquehanna Township, Dauphin County;  
4 authorizing the Department of Transportation, with the  
5 approval of the Governor, to grant and convey to East Liberty  
6 Development Corporation certain lands and improvements  
7 situate in the City of Pittsburgh, Allegheny County;  
8 authorizing and directing the Department of General Services,  
9 with the approval of the Department of Military and Veterans  
10 Affairs and the Governor, to grant and convey, at a price to  
11 be determined through a competitive bid process, certain  
12 lands, buildings and improvements situate in the City of  
13 Pittsburgh, Allegheny County, and the Borough of Pine Grove,  
14 Schuylkill County; authorizing the Department of General  
15 Services, with the approval of the Governor to remove and  
16 release the restrictive use covenants imposed on certain real  
17 property situate in the Borough of Blossburg, Tioga County;  
18 authorizing the Department of General Services, with the  
19 approval of the Department of Labor and Industry and the  
20 Governor, to grant and convey to the Coatesville Area Senior  
21 Center, or its successors or assigns, certain lands,  
22 buildings and improvements situate in the City of  
23 Coatesville, Chester County; authorizing the Department of  
24 General Services, with the approval of the Governor, to grant  
25 and convey to the Philadelphia Technician Training School  
26 certain lands situate in the City of Philadelphia,  
27 Philadelphia County; authorizing the Department of General  
28 Services, with the approval of the Pennsylvania Historical  
29 and Museum Commission and the Governor, to grant and convey  
30 to Fort LeBoeuf Historical Society, certain lands situate in  
31 the Borough of Waterford, Erie County; authorizing and  
32 directing the Department of General Services, with the  
33 approval of Millersville University of Pennsylvania of the

1 State System of Higher Education and the Governor, to grant  
2 and convey to Penn Manor School District certain lands  
3 situate in the Borough of Millersville, Lancaster County, and  
4 further authorizing and directing the Department of General  
5 Services to accept, in exchange, a conveyance of certain  
6 lands situate in the Borough of Millersville, Lancaster  
7 County, from the Penn Manor School District; authorizing the  
8 Department of General Services, with the approval of the  
9 Governor, to remove and release the restrictive use and  
10 reversionary covenants imposed on certain real property  
11 situate in the City of Scranton, Lackawanna County; partially  
12 removing and releasing restrictive use covenants on certain  
13 lands situate in Benner Township, Centre County; and  
14 authorizing the Department of General Services, with the  
15 approval of the Attorney General and the concurrence of the  
16 Department of Environmental Protection, to lease to the City  
17 of Philadelphia land within the bed of the Delaware River  
18 within the City of Philadelphia.

19 The General Assembly of the Commonwealth of Pennsylvania  
20 hereby enacts as follows:

21 Section 1. Survey of land in Harrisburg and Susquehanna  
22 Township, Dauphin County.

23 (a) Authorization.--The Department of General Services is  
24 hereby authorized on behalf of the Commonwealth of Pennsylvania  
25 to conduct a comprehensive survey of the land described in  
26 subsection (b) together with any buildings, structures or  
27 improvements thereon, situate partly in the City of Harrisburg  
28 and partly in Susquehanna Township, Dauphin County,  
29 Pennsylvania.

30 (b) Property description.--Except as otherwise provided in  
31 subsection (c), the property to be surveyed pursuant to this  
32 section consists of the following described tract or tracts of  
33 land, and all improvements located thereon, bounded and more  
34 particularly described as follows:

35 ALL THAT CERTAIN tract or tracts of land, and all  
36 improvements thereon erected, situate partly in the City of  
37 Harrisburg and partly in Susquehanna Township, Dauphin County,  
38 known formerly as the Harrisburg State Hospital and Harrisburg  
39 State Hospital Farm, and now known in part as the DGS Annex

1 Complex, and being Dauphin County Tax ID #62-026-004, acquired  
2 by the Commonwealth of Pennsylvania pursuant to the following  
3 deeds recorded with the Dauphin County Recorder of Deeds:

4 Book Volume B-2, Page 453

5 Book Volume C-27, Page 231

6 Book Volume C-27, Page 233

7 Book Volume C-27, Page 234

8 Book Volume C-27, Page 236

9 Book Volume C-27, Page 239

10 Book Volume C-27, Page 241

11 Book Volume D-3, Page 560

12 Book Volume H-4, Page 317

13 Book Volume H-6, Page 476

14 Book Volume L-7, Page 367

15 Book Volume L-22, Page 212

16 Book Volume N-6, Page 215

17 Book Volume N-22, Page 507

18 Book Volume P-11, Page 1

19 Book Volume Q-22, Page 498

20 Book Volume T-2, Page 313

21 Book Volume U-6, Page 551

22 Book Volume V-6, Page 401

23 Book Volume V-8, Page 555

24 Book Volume W.B.-N, Page 416

25 Book Volume X-25, Page 461

26 Book Volume X-6, Page 221

27 Book Volume Y-2, Page 333

28 LESS AND EXCEPTING all prior conveyances appearing of record.

29 (c) Survey requirements.--The final legal description of the  
30 property to be surveyed shall be established by a survey

1 prepared by a Pennsylvania-licensed land surveyor under a  
2 contract with the Department of General Services. The property  
3 to be surveyed shall exclude the following Commonwealth-owned  
4 facilities, including suitable grounds therefore and such  
5 easements and other appurtenances as are necessary or desirable  
6 for the current and future operation of such facilities, each of  
7 which is currently located on a portion of the property:

8 (1) Pennsylvania State Police Headquarters.

9 (2) Pennsylvania Game Commission Headquarters.

10 (3) Pennsylvania Fish and Boat Commission Headquarters.

11 (4) Pennsylvania Emergency Management Agency  
12 Headquarters.

13 (5) Department of Agriculture Headquarters.

14 (6) Department of Agriculture - Farm Show Complex or  
15 Parking Facilities.

16 (7) Department of Military and Veterans Affairs - 28th  
17 Division Headquarters.

18 (8) Department of Transportation - Materials Testing  
19 Laboratory.

20 (9) Department of Transportation - Vehicle Maintenance  
21 Facility.

22 (10) Pennsylvania Senate and Pennsylvania House of  
23 Representatives - Mailroom and Print Shop Facility.

24 (11) Any other portion of the property required for  
25 Commonwealth operations as determined by the Department of  
26 General Services.

27 The Department of General Services shall consult with each  
28 entity having jurisdiction and control over the facilities  
29 enumerated in this subsection or any other portion of the  
30 property before establishing final property boundaries to ensure

1 that adequate property is retained for current and future  
2 operations. The subdivision of this property shall be exempt  
3 from the provisions of the act of July 31, 1968 (P.L.805,  
4 No.247), known as the Pennsylvania Municipalities Planning Code,  
5 and local subdivision and land development ordinances.

6 (d) Conditions.--A plan for conveyance shall be prepared  
7 that includes all lawful and enforceable easements, servitudes  
8 and rights of others, including but not confined to streets,  
9 roadways, greenspace and rights of any telephone, telegraph,  
10 water, electric, gas or pipeline companies, as well as under and  
11 subject to any lawful and enforceable estates or tenancies  
12 vested in third persons appearing of record, for any portion of  
13 the land or improvements erected thereon.

14 (e) Report.--Upon completion of the survey, the Department  
15 of General Services shall present a plan for conveyance to both  
16 Houses of the General Assembly that includes a recommended  
17 division of the property and the fair market value of each  
18 parcel.

19 (f) Zoning.--The Department of General Services may seek a  
20 zoning variance from Susquehanna Township during the conduct of  
21 the survey.

22 (g) Relocation.--The Department of General Services shall  
23 prepare other facilities to receive Commonwealth employees who  
24 will be displaced by the sale of the property.

25 (h) Conveyance.--Following the receipt of the plan under  
26 subsection (e), the General Assembly shall AUTHORIZE THE <--  
27 DEPARTMENT OF GENERAL SERVICES TO convey the property described  
28 in subsection (b) within 18 legislative days. The General  
29 Assembly may add additional conditions or amendments to specific  
30 parcel transfers and other conditions as appropriate.

1 Section 2. Conveyance in City of Pittsburgh, Allegheny County.

2 (a) Authorization.--The Department of Transportation, with  
3 the approval of the Governor, is hereby authorized on behalf of  
4 the Commonwealth of Pennsylvania to grant and convey to East  
5 Liberty Development, Inc. certain lands and improvements situate  
6 in the City of Pittsburgh, Allegheny County, as described in  
7 subsection (b), for fair market value based on an appraisal and  
8 under terms and conditions to be established in an Agreement of  
9 Sale.

10 (b) Description.--The property to be conveyed pursuant to  
11 subsection (a) consists of approximately .0473 acres more or  
12 less and all improvements thereon, being more particularly  
13 bounded and described as follows:

14 All that certain parcel of ground situate in the 11th Ward,  
15 City of Pittsburgh, County of Allegheny, and Commonwealth of  
16 Pennsylvania, being a portion of lands within the right of way  
17 of Penn Circle East, an 85 foot public right of way, being more  
18 fully described herewith:

19 Beginning at a point on the westerly right of way line of  
20 Penn Circle East, where the same is intersected by the northerly  
21 line of Penn Avenue, a 100 foot public right of way, said point  
22 also being the southeast corner of lands now or formerly of  
23 Stanley S. Chen, thence along the westerly right of way line of  
24 Penn Circle East North 26 degrees 11 minutes 00 seconds East for  
25 a distance of 144.96 feet to a point on the southerly line of  
26 Kirkwood Street, a 40 foot public right of way; thence by a line  
27 through Penn Circle East for the following seven courses and  
28 distances: First- South 63 degrees 40 minutes 40 seconds East  
29 for a distance of 15.75 feet; Second - South 26 degrees 11  
30 minutes 00 seconds West for a distance of 22.00 feet; Third -

1 North 63 degrees 49 minutes 00 seconds West for a distance of  
2 1.00 feet; Fourth - South 26 degrees 42 minutes 40 Seconds West  
3 for a distance of 97.41 feet; Fifth - South 30 degrees 39  
4 minutes 30 seconds West for a distance of 20.06 feet; Sixth - by  
5 the arc of a circle curving to the right with a radius of 6.00  
6 feet for an arc distance of 8.97 feet; Seventh - North 63  
7 degrees 40 minutes 40 seconds West for a distance of 6.29 feet  
8 to a point, said point being the intersection of the westerly  
9 right of way line of Penn Circle East and the northerly line of  
10 Penn Avenue, the place of beginning.

11 (c) Easements.--The conveyance shall be made under and  
12 subject to all lawful and enforceable easements, servitudes and  
13 rights of others, including, but not confined to, streets and  
14 roadways, and rights of any telephone, telegraph, water,  
15 electric, gas or pipeline companies, as well as under and  
16 subject to any lawful and enforceable estates or tenancies  
17 vested in third persons appearing of record, for any portion of  
18 the land or improvements erected thereon.

19 (d) Prohibited use.--The conveyance shall be made under and  
20 subject to the condition, which shall be contained in the deed  
21 of conveyance, that no portion of the property conveyed shall be  
22 used as a licensed facility, as defined in 4 Pa.C.S. § 1103  
23 (relating to definitions), or any other similar type of facility  
24 authorized under the laws of this Commonwealth. The condition  
25 shall be a covenant running with the land and shall be binding  
26 upon the grantee, its successors and assigns. Should the  
27 grantee, its successors or assigns, permit any portion of the  
28 property authorized to be conveyed in this section to be used in  
29 violation of this subsection, the title shall immediately revert  
30 to and re-vest in the grantor.

1 (e) Deed.--The deed of conveyance shall be by quit claim  
2 deed and shall be executed by the Secretary of Transportation in  
3 the name of the Commonwealth of Pennsylvania.

4 (f) Costs and fees.--Costs and fees incidental to this  
5 conveyance shall be borne by the grantee.

6 (g) Deposit of proceeds.--Proceeds from the sale shall be  
7 deposited into the Motor License Fund.

8 Section 3. Conveyance in Pittsburgh, Allegheny County.

9 (a) Conveyance authorized.--The Department of General  
10 Services, with the approval of the Department of Military and  
11 Veterans Affairs and the Governor, is hereby authorized on  
12 behalf of the Commonwealth of Pennsylvania to grant and convey,  
13 at a price to be determined through competitive bidding, two  
14 tracts of land together with any buildings, structures or  
15 improvements thereon, situate in the City of Pittsburgh,  
16 Allegheny County.

17 (b) Legal description.--The property to be conveyed pursuant  
18 to this section consists of two tracts containing approximately  
19 1.839-acres of land and improvements located thereon, bounded  
20 and more particularly described as follows to wit:

21 Tract 1

22 All that certain lot or piece of ground situate in the  
23 Seventh Ward of the City of Pittsburgh, Allegheny County, being  
24 Lots #4, #5, #6 and #7 in the Bayard Place Plan of Lots laid out  
25 by Susan E. Bayard and Mary Bayard and of record in Allegheny  
26 County in Plan Book Volume 25, Page 26, together bounded and  
27 described as follows:

28 Beginning on the Westerly side of Emerson Street at a point  
29 distant measured along said side of Emerson Street, South 11  
30 degrees and 26 minutes West 99.61 feet from the Southerly side



1 of Alder Street, and at the dividing line between Lots #1 and #4  
2 in said plan; thence along said side of Emerson Street South 11  
3 degrees 26 minutes West 200 feet to the dividing line between  
4 Lots #7 and #8 in said plan; thence along said last mentioned  
5 dividing line North 78 degrees 34 minutes West 177.62 feet of  
6 the Easterly side of Carron Alley as shown on said plan; thence  
7 along said side of Carron Alley North 5 degrees 10 minutes East  
8 204.14 feet to the line of premises now or formerly of E.Z.  
9 Smith; thence along said Smith line and along the line dividing  
10 Lots #1, #2 and #3 in said Plan from Lot #4 in said plan, South  
11 75 degrees 44 minutes East 199.94 feet to the Westerly side of  
12 Emerson Street at the place of beginning.

13 Containing approximately 0.884-acres.

14 Being the same premises conveyed to the Commonwealth of  
15 Pennsylvania by deed from Susan E. Bayard and Mary Bayard, dated  
16 June 20, 1910 and recorded in the Allegheny County Recorder of  
17 Deeds Office in Deed Book Volume 1693, Page 1.

18 Being a portion of Tax Parcel No. 84-L-283.

19 Tract 2

20 All that certain lot or piece of ground situate in the  
21 Seventh Ward of the City of Pittsburgh, Allegheny County, being  
22 Lots #8, #9, #10, #11 and part of #12 in Bayard Place Plan of  
23 Lots, laid out by Mary and Susan E. Bayard and of record in  
24 Allegheny County in Plan Book Volume 25, Pages 26 and 27,  
25 bounded and described as follows:

26 Beginning on the Westerly side of Emerson Street at a point  
27 distant 299.61 feet Southwardly from the Southerly side of Alder  
28 Street and at the dividing line between Lots #7 and #8 in said  
29 plan; thence along said side of Emerson Street South 11 degrees  
30 26 minutes West 253.97 feet to a point; thence North 78 degrees

1 34 minutes West, 139.69 feet to the Easterly line of Carron Way;  
2 thence along Carron Way, North 71 degrees 04 minutes West 10.30  
3 feet to an angle in said Carron Way; thence along the Easterly  
4 side of Carron Way, North 5 degrees 10 minutes East 254.13 feet  
5 to the dividing line between Lots #7 and #8 aforesaid; thence  
6 along said dividing line, South 78 degrees 34 minutes East,  
7 177.62 feet to Emerson Street at the place of BEGINNING.

8 Containing approximately 0.955-acres.

9 Being the same premises conveyed to the Commonwealth of  
10 Pennsylvania by deed from Bertha Bayard Galbraith and William M.  
11 Galbraith, and others, dated July 17, 1916, and recorded in the  
12 Allegheny County Recorder of Deeds Office in Deed Book Volume  
13 1848, Page 345.

14 Being a portion of Tax Parcel No. 84-L-283.

15 (c) Conditions.--The conveyance shall be made under and  
16 subject to all lawful and enforceable easements, servitudes and  
17 rights of others, including, but not confined to streets,  
18 roadways and rights of any telephone, telegraph, water,  
19 electric, gas or pipeline companies, as well as under and  
20 subject to any lawful and enforceable estates or tenancies  
21 vested in third persons appearing of record, for any portion of  
22 the land or improvements erected thereon. The conveyance shall  
23 be subject to all the protections, responsibilities and duties  
24 placed upon the property by its designation as a historic  
25 structure under municipal and State law, including preservation  
26 of the structure's facade.

27 (d) Perpetual easement.--The Secretary of General Services,  
28 on behalf of the Commonwealth of Pennsylvania, is further  
29 authorized to convey to the successful bidder the perpetual  
30 easement associated with the property, acquired by the

1 Commonwealth of Pennsylvania from Genefreda A. Swartz and John  
2 S. Swartz, by their deed dated April 1, 1916, and recorded in  
3 the Allegheny County Records of Deeds Office in Deed Book Volume  
4 1848, Page 342.

5 (e) Oil, gas and mineral rights.--The oil, gas and mineral  
6 rights associated with the property may be retained by the  
7 Department of General Services, on behalf of the Commonwealth of  
8 Pennsylvania, and may be leased by the Department of General  
9 Services in accordance with the authority granted in the act of  
10 October 8, 2012 (P.L.1194, No.147), known as the Indigenous  
11 Mineral Resources Development Act.

12 (f) Discretion of Secretary of General Services.--The  
13 Secretary of General Services may impose any covenants,  
14 conditions or restrictions on the property at settlement as  
15 determined to be in the best interests of the Commonwealth.

16 (g) Deed of conveyance.--The deed of conveyance shall be by  
17 Special Warranty Deed and shall be executed by the Secretary of  
18 General Services in the name of the Commonwealth of  
19 Pennsylvania.

20 (h) Deposit of proceeds.--The proceeds from the sale shall  
21 be deposited in the State Treasury Armory Fund.

22 Section 4. Conveyance in Pine Grove Borough, Schuylkill County.

23 (a) Conveyance authorized.--The Department of General  
24 Services, with the approval of the Department of Military and  
25 Veterans Affairs and the Governor, is hereby authorized on  
26 behalf of the Commonwealth of Pennsylvania to grant and convey,  
27 at a price to be determined through competitive bidding, a tract  
28 of land together with any buildings, structures or improvements  
29 thereon, situate in the Borough of Pine Grove, Schuylkill  
30 County.

1 (b) Legal description.--The property to be conveyed pursuant  
2 to this section consists of a tract containing approximately  
3 0.35-acres of land and improvements located thereon, bounded and  
4 more particularly described as follows to wit:

5 Tract 1

6 ALL THAT CERTAIN lot, piece or parcel of land situate in the  
7 Borough of Pine Grove, Schuylkill County bounded and described  
8 as follows:

9 BEGINNING at the corner of Mill and Tulpehocken Streets,  
10 thence along Tulpehocken Street, North 6 degrees 28 minutes East  
11 30 feet 3 inches; thence still along Tulpehocken Street, North 1  
12 degree 48 minutes East 69 feet 11 inches; thence South 84  
13 degrees East 154 feet 10.5 inches; thence at right angles to  
14 last line, South 6 degrees West 100 feet, to a corner on Mill  
15 Street; thence again at right angles and long Mill Street North  
16 84 degrees West 150 feet to the BEGINNING.

17 CONTAINING approximately 0.35-acres.

18 BEING the same premises conveyed to the Commonwealth of  
19 Pennsylvania by deed from Levi Miller, Sr., dated September 14,  
20 1907, and recorded in the Schuylkill County Recorder of Deeds  
21 Office in Deed Book Volume 306, Page 483.

22 BEING Schuylkill County Tax Parcel No. 58-07-0146.000.

23 (c) Conditions.--The conveyance shall be made under and  
24 subject to all lawful and enforceable easements, servitudes and  
25 rights of others, including, but not confined to, streets,  
26 roadways and rights of any telephone, telegraph, water,  
27 electric, gas or pipeline companies, as well as under and  
28 subject to any lawful and enforceable estates or tenancies  
29 vested in third persons appearing of record, for any portion of  
30 the land or improvements erected thereon.

1 (d) Oil, gas and mineral rights.--The oil, gas and mineral  
2 rights associated with the property may be retained by the  
3 Department of General Services, on behalf of the Commonwealth of  
4 Pennsylvania and may be leased by the Department of General  
5 Services in accordance with the authority granted in the act of  
6 October 8, 2012 (P.L.1194, No.147), known as the Indigenous  
7 Mineral Resources Development Act.

8 (e) Discretion of Secretary of General Services.--The  
9 Secretary of General Services may impose any covenants,  
10 conditions or restrictions on the property at settlement as  
11 determined to be in the best interests of the Commonwealth.

12 (f) Deed of conveyance.--The deed of conveyance shall be by  
13 Special Warranty Deed and shall be executed by the Secretary of  
14 General Services in the name of the Commonwealth of  
15 Pennsylvania.

16 (g) Deposit of proceeds.--The proceeds from the sale shall  
17 be deposited in the State Treasury Armory Fund.

18 Section 5. Release of restrictive use covenants in Borough of  
19 Blossburg, Tioga County.

20 (a) Authorization.--The Department of General Services, with  
21 the approval of the Governor, is hereby authorized on behalf of  
22 the Commonwealth of Pennsylvania to remove and release the  
23 restrictive use covenants imposed on certain real property  
24 conveyed to North Penn Comprehensive Health Services,  
25 predecessor to Laurel Health Systems, by the Department of  
26 General Services pursuant to the authority contained in the act  
27 of December 11, 1986 (P.L.1508, No.163), entitled "Authorizing  
28 and directing the Department of General Services, with the  
29 approval of the Governor, to convey to Emsworth Borough 7.5  
30 acres of land, more or less, situate in Kilbuck Township,

1 Allegheny County, Pennsylvania; authorizing and directing the  
2 Department of General Services, with the approval of the  
3 Governor and the Department of Agriculture, to convey to the  
4 County of Chester 230.693 acres of land, more or less, situate  
5 in Newlin and West Bradford Townships, Chester County,  
6 Pennsylvania; authorizing the Department of General Services,  
7 with the approval of the Governor and the Department of Public  
8 Welfare, to convey to North Penn Comprehensive Health Services  
9 8.7 acres of land, more or less, situate in the Borough of  
10 Blossburg, Tioga County, Pennsylvania; authorizing and directing  
11 the Department of General Services, with the approval of the  
12 Governor and the Department of Environmental Resources, to  
13 convey to Gilbert Collussy, Lena M. Collussy, James T. Dresher  
14 and Virginia M. Dresher, a tract of land situate in North  
15 Shenango Township, Crawford County, Pennsylvania, in exchange  
16 for a tract of land in the same township, and for other  
17 consideration; authorizing and directing the Department of  
18 General Services, with the approval of the Governor and the  
19 Departments of Environmental Resources and Transportation, to  
20 convey to the Mid-State Regional Airport Authority a tract of  
21 land situate in Rush Township, Centre County, Pennsylvania; and  
22 authorizing the Department of General Services, with the  
23 approval of the Governor and the Secretary of Public Welfare, to  
24 sell and convey to West Bradford Township a tract of land  
25 situate in West Bradford Township, Chester County," upon the  
26 terms and conditions and for consideration acceptable to the  
27 Department of General Services.

28 (b) Property description.--The restrictions to be released  
29 pursuant to subsection (a) are on a tract of land totaling  
30 approximately 8.766-acres, formerly known as the Blossburg State

1 General Hospital, more particularly described as follows:

2 All that certain lot, piece or parcel of land, together with  
3 the improvements located thereon, situate in the Borough of  
4 Blossburg, Tioga County, Pennsylvania, bounded and described in  
5 accordance with a survey, dated August, 1979, prepared by Duane  
6 Wetmore under the direction of Boyer Kantz, R.S (revised April,  
7 1986) as follows:

8 Beginning at a point in the center line of Granger Street,  
9 said point being the northeast corner of lands now or formerly  
10 of Joseph W. Stempien and the southeast corner hereof; thence  
11 along lands of said Stempien, South 78 degrees 00 minutes 16  
12 seconds west a distance of 699.81 feet to a point in the center  
13 line of Ruah Street (said line passing over reference iron rods  
14 set 25.00 feet from the center line of Granger Street and 30.00  
15 feet from the center line of Ruah Street), the southwest corner  
16 hereof; thence north 19 degrees 10 minutes 51 seconds west a  
17 distance of 381.94 feet to a point marked by an iron rod set;  
18 thence along the former Railroad Street, north 44 degrees 01  
19 minutes 11 seconds west a distance of 343.00 feet to a point  
20 marked by an iron rod set, the northwest corner hereof; thence  
21 north 48 degrees 58 minutes 49 seconds east a distance of 868.36  
22 feet to a point in the center line of Ruah Street; thence along  
23 lands now or formerly of Walter Kuzneski, north 48 degrees 58  
24 minutes 49 seconds east a distance of 338.64 feet to a point  
25 marked by an old iron rod found (said line passing through an  
26 iron rod set 25.00 feet from the center line of Ruah Street),  
27 the northernmost corner hereof; thence along lands now or  
28 formerly of Robert J. Kuzneski the following two courses and  
29 distances: (1) south 38 degrees 30 minutes 54 seconds east a  
30 distance of 200.00 feet to an old iron rod found; and (2) north

1 55 degrees 06 minutes 19 seconds east a distance of 113.66 feet  
2 to a point in the center line of Granger Street (said line  
3 passing through a utility pole located 11.06 feet from said  
4 center line), the northeasternmost corner thereof; thence along  
5 the center line of Granger Street, south 38 degrees 07 minutes  
6 43 seconds east a distance of 92.93 feet to a point, the  
7 northeast corner of lands now or formerly of Larry Smith; thence  
8 along lands of said Smith the following three courses and  
9 distances: (1) south 51 degrees 42 minutes and 31 seconds west  
10 a distance of 223.35 feet to an iron rod set (said line passing  
11 over an old iron rod found 23.35 feet from the center line of  
12 Granger Street); (2) south 38 degrees 36 minutes east a distance  
13 of 375.00 feet to a point marked by an old iron rod found; and  
14 (3) north 52 degrees 24 minutes east a distance of 226.70 feet  
15 to a point in the center line of Granger Street (said line  
16 passing over an iron rod set 25.00 feet from said center line);  
17 thence along the center line of Granger Street the following  
18 four courses and distances: (1) south 39 degrees 06 minutes 17  
19 seconds east a distance of 73.56 feet; (2) south 42 degrees 01  
20 minutes 20 seconds east a distance of 81.39 feet; (3) south 35  
21 degrees 48 minutes 29 seconds east a distance of 189.94 feet;  
22 and (4) south 11 degrees 16 minutes 25 seconds east a distance  
23 of 11.80 feet to the point and place of Beginning.

24 Subject to the easement of right-of-way of Granger Street as  
25 indicated on said survey, and also subject to the easement of  
26 right-of-way of Ruah Street located on the western portion of  
27 said premises.

28 Containing approximately 8.766-acres of land.

29 Being the same property conveyed to North Penn Comprehensive  
30 Health Services by the Commonwealth of Pennsylvania, acting by



1 and through the Department of General Services, by its deed,  
2 dated December 3, 1987, and recorded in the Recorder of Deeds of  
3 Tioga County on March 7, 1988 in Deed Book 473, Page 1023.

4 (c) Form of release.--Any legal instruments necessary to  
5 remove and release the restrictive use covenants shall be  
6 executed by the Secretary of General Services in the name of the  
7 Commonwealth of Pennsylvania.

8 (d) Costs.--Any costs and fees incidental to the removal of  
9 the restrictive use covenants shall be borne by the Grantee.

10 (e) Proceeds.--Proceeds received by the Department of  
11 General Services for the release of the restrictive use  
12 covenants shall be deposited into the General Fund.

13 Section 6. Conveyance in City of Coatesville, Chester County.

14 (a) Authorization.--The Department of General Services, with  
15 the approval of the Department of Labor and Industry and the  
16 Governor, is hereby authorized on behalf of the Commonwealth of  
17 Pennsylvania to grant and convey to the Coatesville Area Senior  
18 Center, or its successors or assigns, certain land and  
19 improvements thereon, being known as the Department of Labor and  
20 Industry's Office of Employment Security (Career Link), situate  
21 in the City of Coatesville, Chester County, for \$281,000 and  
22 under terms and conditions to be established in an Agreement of  
23 Sale with the Department of General Services.

24 (b) Property description.--The property to be conveyed  
25 pursuant to subsection (a) consists of a tract of land  
26 containing approximately 0.362-acres, including all improvements  
27 located thereon, more particularly described as follows:

28 ALL THAT CERTAIN tract of land situated in the City of  
29 Coatesville, County of Chester, Commonwealth of Pennsylvania,  
30 bounded and described according to a survey made February 15,

1 1967 by DeArmit and Hayes, Consulting Engineers and Surveyors,  
2 as follows, to wit:

3 BEGINNING at a point at the intersection of the proposed  
4 South curb line of Harmony Street with the West curb line of  
5 South Third Avenue, said point being located Eight feet South of  
6 the existing South curb line of Harmony Street; thence along the  
7 West curb line of South Third Avenue, South Four degrees,  
8 sixteen minutes East, One hundred twenty-eight feet to a point,  
9 a corner of land remaining of N/F the City of Coatesville;  
10 thence leaving the said West curb line of South Third Avenue and  
11 along the land remaining of N/F the City of Coatesville, South  
12 Eighty-four degrees, sixteen minutes West, one hundred twenty-  
13 one and seventy-one one-hundredths feet to a point; thence  
14 continuing along the land remaining of N/F the City of  
15 Coatesville North Five degrees, forty-four minutes West, One  
16 hundred twenty-seven and ninety-six one-hundredths feet to a  
17 point in the aforementioned proposed South curb line of Harmony  
18 Street; thence along the same North Eighty-four degrees, sixteen  
19 minutes East, One hundred twenty-five feet to the first  
20 mentioned point and place of beginning.

21 CONTAINING 15,786 square feet of land, more or less.

22 BEING the same premises conveyed from the City of  
23 Coatesville, to the Commonwealth of Pennsylvania, General State  
24 Authority, by deed dated June 28, 1967 and recorded July 3,  
25 1967, in the Office of the Recorder of Deeds in and for Chester  
26 County, in Deed Book Q-37, Page 311.

27 ALSO BEING the same parcel and tract of land conveyed to the  
28 Commonwealth of Pennsylvania, Department of General Services, by  
29 the General State Authority in its deed, dated June 16, 1989,  
30 and recorded in the Office of the Recorder of Deeds in and for

1 Chester County, in Deed Book 2098, Page 426.

2 ALSO BEING Tax Parcel Number 16-05-0279.000E.

3 (c) Easements.--The conveyance shall be made under and  
4 subject to all lawful and enforceable easements, servitudes and  
5 rights of others, including, but not confined to, streets,  
6 roadways and rights of any telephone, telegraph, water,  
7 electric, gas or pipeline companies, as well as under and  
8 subject to any lawful and enforceable estates or tenancies  
9 vested in third persons appearing of record, for any portion of  
10 the land or improvements erected thereon.

11 (d) Prohibited use.--Any conveyance authorized under this  
12 section shall be made under and subject to the condition, which  
13 shall be contained in the deed of conveyance, that no portion of  
14 the property conveyed shall be used as a licensed facility, as  
15 defined in 4 Pa.C.S. § 1103 (relating to definitions), or any  
16 other similar type of facility authorized under State law. The  
17 condition shall be a covenant running with the land and shall be  
18 binding upon the Grantee, its successors and assigns. Should the  
19 Grantee, its successors or assigns, permit any portion of the  
20 property authorized to be conveyed in this section to be used in  
21 violation of this subsection, the title shall immediately revert  
22 to and revest in the Grantor.

23 (e) Deed--The deed of conveyance shall be by Special  
24 Warranty Deed and shall be executed by the Secretary of General  
25 Services in the name of the Commonwealth of Pennsylvania.

26 (f) Costs.--Costs and fees incidental to this conveyance  
27 shall be borne by the Grantee.

28 (g) Alternate disposition.--In the event that this  
29 conveyance is not executed per the terms and conditions as  
30 established in an Agreement of Sale, with the Department of

1 General Services, the property may be disposed of in accordance  
2 with section 2405-A of the act of April 9, 1929 (P.L.177,  
3 No.175), known as The Administrative Code of 1929.

4 (h) Proceeds.--The proceeds from the sale shall be deposited  
5 in the General Fund.

6 Section 7. Conveyance in City of Philadelphia, Philadelphia  
7 County.

8 (a) Authorization.--The Department of General Services, with  
9 the approval of the Governor, is hereby authorized on behalf of  
10 the Commonwealth of Pennsylvania to grant and convey to  
11 Philadelphia Technician Training School certain land, and all  
12 improvements located thereon, situate in the City of  
13 Philadelphia, Philadelphia County for \$2,200,000.

14 (b) Property description.--The property to be conveyed  
15 pursuant to subsection (a) consists of approximately 1.53-acres  
16 of land and improvements thereon bounded and more particularly  
17 described as follows:

18 ALL THAT CERTAIN lot or piece of ground with the improvements  
19 thereon erected, situate in the 29th Ward of the City of  
20 Philadelphia, described according to a Survey and Plan of  
21 Property made for the Redevelopment Authority of the City of  
22 Philadelphia by Thomas J. Johnston, Surveyor and Regulator of  
23 the 3rd District, dated February 1, 1967, as follows, to wit:

24 BEGINNING at a point of intersection formed by the Easterly  
25 side of 20th Street (46 feet wide) and the Northerly side of  
26 Girard Avenue (80 feet wide); thence extending North 11 degrees  
27 21 minutes East along the said Easterly side of 20th Street, the  
28 distance of 121 feet 1 7/8 inches to a point on the Southerly  
29 side of South College Avenue (60 feet wide); thence North 83  
30 degrees 03 minutes 07 seconds East along the said Southerly side

1 of South College Avenue 155 feet 10 7/8 inches to a point;  
2 thence South 6 degrees 56 minutes 53 seconds East, 94 feet 10  
3 7/8 inches to a point on the Northerly side of a 3 feet wide  
4 alley by deeds, which leads Eastwardly and Westwardly connecting  
5 at its Easterly end with a 5 feet wide alley by deeds, which  
6 leads Eastwardly; thence South 78 degrees 39 minutes East along  
7 the Northerly side of said 3 feet wide alley by deeds and  
8 passing through said 5 feet wide alley by deeds 74 feet 9 3/8  
9 inches to a point in the bed of said 5 feet wide alley by deeds;  
10 thence North 6 degrees 56 minutes 53 seconds West, partly  
11 crossing said 5 feet wide alley by deeds 118 feet 4 5/8 inches  
12 to a point on the said Southerly side of South College Avenue;  
13 thence North 83 degrees 03 minutes 07 seconds East along the  
14 said Southerly side of South College Avenue 192 feet 0 inches to  
15 a point on the Westerly side of 19th Street (50 feet wide);  
16 thence South 11 degrees 21 minutes West along the said Westerly  
17 side of 19th Street 252 feet 8 1/8 inches to a point on the said  
18 Northerly side of Girard Avenue; thence North 78 degrees 39  
19 minutes West along the said Northerly side of Girard Avenue 397  
20 feet 8 3/4 inches to a point on the said Easterly side of 20th  
21 Street, being the first mentioned point and place of BEGINNING.

22 BEING the same premises acquired by the General State  
23 Authority (predecessor to the Pennsylvania Department of General  
24 Services) from the Redevelopment Authority of the City of  
25 Philadelphia by deed, dated February 27, 1968, and recorded with  
26 the Philadelphia Recorder of Deeds at D-041-232.

27 (c) Easements.--The conveyance shall be made under and  
28 subject to all lawful and enforceable easements, servitudes and  
29 rights of others, including, but not confined to, streets,  
30 roadways and rights of any telephone, telegraph, water,

1 electric, gas or pipeline companies, as well as under and  
2 subject to any lawful and enforceable estates or tenancies  
3 vested in third persons appearing of record, for any portion of  
4 the land or improvements erected thereon.

5 (d) Prohibited use.--Any conveyance authorized under this  
6 section shall be made under and subject to the condition, which  
7 shall be contained in the deed of conveyance, that no portion of  
8 the property conveyed shall be used as a licensed facility, as  
9 defined in 4 Pa.C.S. § 1103 (relating to definitions), or any  
10 other similar type of facility authorized under State law. The  
11 condition shall be a covenant running with the land and shall be  
12 binding upon the Grantee, its successors and assigns. Should the  
13 Grantee, its successors or assigns, permit any portion of the  
14 property authorized to be conveyed in this section to be used in  
15 violation of this subsection, the title shall immediately revert  
16 to and revest in the Grantor.

17 (e) Deed.--The deed of conveyance shall be by Special  
18 Warranty Deed and shall be executed by the Secretary of General  
19 Services in the name of the Commonwealth of Pennsylvania.

20 (f) Costs.--Costs and fees incidental to this conveyance  
21 shall be borne by the Grantee.

22 (g) Alternate disposition.--In the event that the Department  
23 of General Services and the Grantee cannot reach a mutually  
24 acceptable agreement of sale within one year from the effective  
25 date of this section, the property may be disposed of in  
26 accordance with section 2405-A of the act of April 9, 1929  
27 (P.L.177, No.175), known as The Administrative Code of 1929.  
28 Section 8. Conveyance of Washington Monument Park in Borough of  
29 Waterford, Erie County.

30 (a) Authorization.--The Department of General Services, with

1 the approval of the Pennsylvania Historical and Museum  
2 Commission and the Governor, is hereby authorized on behalf of  
3 the Commonwealth of Pennsylvania to grant and convey to the Fort  
4 LeBoeuf Historical Society certain lands and any improvements  
5 thereon described in subsection (b), the property being known  
6 locally as the Washington Monument Park, situate in the Borough  
7 of Waterford, Erie County, for \$1.

8 (b) Description of property.--The property to be conveyed  
9 pursuant to this section consists of approximately 0.104-acres,  
10 including any improvements located thereon, more particularly  
11 described as follows:

12 Tract 1

13 ALL THAT CERTAIN piece or parcel of land situate in the  
14 Borough of Waterford, County of Erie, and Commonwealth of  
15 Pennsylvania, bounded and described as follows, to wit:

16 BEGINNING at a point fifty (50) feet west of the west line of  
17 High Street and twenty (20) feet north of the north line of  
18 First Alley; thence southwardly, parallel with High Street, four  
19 (4) feet and eight (8) inches to a point; thence eastwardly and  
20 parallel with First Alley, four (4) feet and eight (8) inches to  
21 a point; thence northerly and parallel with High Street, four  
22 (4) feet and eight (8) inches to a point; thence westwardly,  
23 parallel with First Alley, four (4) feet and eight (8) inches to  
24 the place of BEGINNING.

25 BEING the same property conveyed to the Commonwealth of  
26 Pennsylvania, from the Fort LeBoeuf Chapter, Daughters of  
27 American Colonists, by deed dated April 11, 1945, and recorded  
28 in Erie County Deed Book No. 454, Page 396.

29 Tract 2

30 ALL THAT CERTAIN piece or lot of land situated in the Borough

1 of Waterford, in the County of Erie, and Commonwealth of  
2 Pennsylvania, bounded and described as follows, to wit:

3 COMMENCING at the southeast corner of what is N/F known as  
4 the Eagle Hotel Lot on High Street; thence westwardly along  
5 same, eighty-two and one-half (82 1/2) feet; thence southwardly  
6 along said lot and parallel with High Street, fifty-five (55)  
7 feet to First Alley; thence eastwardly, eighty-two and one-half  
8 (82 1/2) feet to High Street; thence along High Street  
9 northwardly, fifty-five (55) feet to the PLACE OF BEGINNING.

10 BEING the same property conveyed to the Commonwealth of  
11 Pennsylvania, from the Fort LeBoeuf Chapter, Daughters of  
12 American Colonists, by deed dated August 16, 1950, and recorded  
13 in Erie County in Deed Book 573, Page 131.

14 EXCEPTING THEREFROM, however, a piece of land four (4) feet  
15 and eight (8) inches square, heretofore conveyed by the Fort  
16 LeBoeuf Chapter, Daughters of the American Colonists, to the  
17 Commonwealth of Pennsylvania, by deed dated April 11, 1945, and  
18 recorded in Deed Book 454, Page 396.

19 Being Parcel ID #46-9-57-2

20 (c) Conditions.--The conveyance shall be made under and  
21 subject to all lawful and enforceable easements, servitudes and  
22 rights of others, including, but not confined to, streets,  
23 roadways and rights of any telephone, telegraph, water,  
24 electric, gas or pipeline companies, as well as under and  
25 subject to any lawful and enforceable estates or tenancies  
26 vested in third persons appearing of record, for any portion of  
27 the land or improvements erected thereon.

28 (d) Gaming restriction.--Any conveyance authorized under  
29 this section shall be made under and subject to the condition,  
30 which shall be contained in the deed of conveyance, that no



1 portion of the property conveyed shall be used as a licensed  
2 facility, as defined in 4 Pa.C.S. § 1103 (relating to  
3 definitions), or any other similar type of facility authorized  
4 under State law. The condition shall be a covenant running with  
5 the land and shall be binding upon the grantee and its  
6 successors. Should the grantee, or its successors, permit any  
7 portion of the property authorized to be conveyed in this  
8 section to be used in violation of this subsection, the title  
9 shall immediately revert to and revest in the grantor.

10 (e) Restrictive covenant.--The following restrictive  
11 covenants shall be included in the deed of conveyance:

12 Declaration of Covenants

13 Washington Monument Park

14 Borough of Waterford, Erie County, Pennsylvania

15 (1) Covenants.

16 (a) The deed of transfer of this property, which  
17 property shall hereinafter be described in this  
18 agreement as "Washington Monument Park," shall  
19 contain the following language: "Fort LeBoeuf  
20 Historical Society and its successors, (hereafter  
21 referred to as "FLHS") covenants and agrees to assume  
22 responsibility for the maintenance, preservation, and  
23 administration of the property in a manner that is  
24 satisfactory to the Pennsylvania Historical and  
25 Museum Commission ("Commission") for a demonstrable  
26 public benefit in perpetuity; under and subject to  
27 the condition that the buildings and lands conveyed  
28 herein shall be accessible to the public."

29 (b) The provisions of these covenants, hereinafter  
30 expressed as covenants running with the land, are

1           herein set forth so as to ensure the maintenance and  
2           preservation of the qualities, natural resources and  
3           historical characteristics of Washington Monument  
4           Park.

5       (2) Standards for Historic Preservation.

6           (a) Washington Monument Park shall be maintained and  
7           preserved in accordance with the Secretary of the  
8           Interior's Standards for the Treatment of Historic  
9           Properties.

10          (b) No construction, alteration, rehabilitation,  
11          remodeling, demolition, site development, ground  
12          disturbance, or other action shall be undertaken or  
13          permitted to said property without the prior written  
14          permission from the Commission.

15          (c) Prior to the commencement of work, FLHS agrees to  
16          notify, in writing, the Commission of all such work  
17          on said property in advance.

18          (d) The Commission will be given forty-five (45) days  
19          from receipt of the notice (sent via certified mail)  
20          to review and approve in writing the appropriateness  
21          of said work. If no response is provided within  
22          forty-five (45) days, consent shall be implied.

23       (3) Requirements and Standards for Archaeological  
24       Investigation.

25           (a) For work that involves ground disturbance, the  
26           Commission may require archaeological investigation,  
27           for which FLHS shall have financial responsibility.

28           (b) In the event that archaeological materials are  
29           discovered during ground-disturbing activities, work  
30           shall temporarily cease, and the Commission shall be

1 consulted for instructions prior to proceeding with  
2 the work.

3 (c) Any archaeological work shall be conducted in  
4 accordance with the Secretary of the Interior's  
5 Standards and Guidelines for Archaeological  
6 Documentation (48FR 447344-37) and any such standards  
7 and guidelines as the Commission may specify.

8 (4) Access.

9 FLHS shall allow the Commission, at all reasonable times  
10 and upon reasonable advance notice to FLHS, access to  
11 inspect said property to ensure compliance with this  
12 preservation covenant.

13 (5) Right of Reverter.

14 (a) The deed of conveyance shall contain a clause that  
15 the title to the property shall immediately revert to  
16 and re-vest in the Commonwealth should FLHS sell or  
17 transfer the property or permit the property to be  
18 used for any purpose other than as a museum, or  
19 related business and/or curatorial offices, for any  
20 length of time.

21 (b) FLHS may petition the Commission for a waiver of  
22 this provision if a proposed usage would meet the  
23 spirit of this agreement.

24 (c) The Commission must specifically approve any waiver  
25 of this provision.

26 (6) Binding in Perpetuity.

27 (a) This covenant is binding on FLHS and its successors  
28 in perpetuity.

29 (b) This covenant shall be binding servitude upon the  
30 property and shall be deemed to run with the land.

1 (c) Execution of this covenant shall constitute evidence  
2 that FLHS agrees to be bound by the foregoing  
3 conditions and restrictions and to perform the  
4 obligations herein set forth.

5 (f) Deed of conveyance.--The deed of conveyance shall be  
6 executed by the Secretary of General Services in the name of the  
7 Commonwealth of Pennsylvania.

8 (g) Costs and fees.--Costs and fees incidental to this  
9 conveyance shall be borne by the grantee.

10 (h) Expiration.--In the event that the conveyance is not  
11 effectuated within one year of the effective date of this  
12 section, the authority contained in this section shall expire.  
13 Section 9. Conveyance of Fort LeBoeuf Museum in Borough of  
14 Waterford, Erie County.

15 (a) Authorization.--The Department of General Services, with  
16 the approval of the Pennsylvania Historical and Museum  
17 Commission and the Governor, is hereby authorized on behalf of  
18 the Commonwealth of Pennsylvania to grant and convey to the Fort  
19 LeBoeuf Historical Society certain lands and any improvements  
20 thereon described in subsection (b), the property being known  
21 locally as the Fort LeBoeuf Museum situate in the Borough of  
22 Waterford, Erie County, for \$1.

23 (b) Description of property.--The property to be conveyed  
24 pursuant to this section consists of approximately 1.17-acres,  
25 including any improvements located thereon, more particularly  
26 described as follows:

27 ALL THAT CERTAIN piece or parcel of land situate in the  
28 Borough of Waterford, Erie County, Pennsylvania, being a  
29 rectangle 155 feet by 330 feet, on the east side of High Street  
30 (Route #19), bounded by First Alley, Cherry Street (unopened)

1 and Water Street (unopened).

2 BEING the same piece or parcel of land acquired by the  
3 Commonwealth of Pennsylvania, pursuant to Declaration of Taking,  
4 filed in the Office of the Prothonotary of the Court of Common  
5 Pleas of Erie County on September 30, 1968, at No. 2782 A Term  
6 1968, with a notice of the Declaration of Taking recorded at the  
7 Office of the Recorder of Deeds of Erie County at Book 990, Page  
8 84.

9 BEING Parcel ID #46-9-58-4.

10 (c) Conditions.--The conveyance shall be made under and  
11 subject to all lawful and enforceable easements, servitudes and  
12 rights of others, including, but not confined to, streets,  
13 roadways and rights of any telephone, telegraph, water,  
14 electric, gas or pipeline companies, as well as under and  
15 subject to any lawful and enforceable estates or tenancies  
16 vested in third persons appearing of record, for any portion of  
17 the land or improvements erected thereon.

18 (d) Gaming restriction.--Any conveyance authorized under  
19 this section shall be made under and subject to the condition,  
20 which shall be contained in the deed of conveyance, that no  
21 portion of the property conveyed shall be used as a licensed  
22 facility, as defined in 4 Pa.C.S. § 1103 (relating to  
23 definitions), or any other similar type of facility authorized  
24 under State law. The condition shall be a covenant running with  
25 the land and shall be binding upon the grantee and its  
26 successors. Should the grantee, or its successors, permit any  
27 portion of the property authorized to be conveyed in this  
28 section to be used in violation of this subsection, the title  
29 shall immediately revert to and revest in the grantor.

30 (e) Restrictive covenant.--The following restrictive

1 covenants shall be included in the deed of conveyance:

2 Declaration of Covenants

3 Fort LeBoeuf Museum

4 Borough of Waterford, Erie County, Pennsylvania

5 (1) Covenants.

6 (a) The deed of transfer of this property, which  
7 property shall hereinafter be described in this  
8 agreement as "Fort LeBoeuf Museum," shall contain the  
9 following language: "Fort LeBoeuf Historical Society  
10 and its successors, (hereafter referred to as "FLHS")  
11 covenants and agrees to assume responsibility for the  
12 maintenance, preservation, and administration of the  
13 property in a manner that is satisfactory to the  
14 Pennsylvania Historical and Museum Commission  
15 ("Commission") for a demonstrable public benefit in  
16 perpetuity; under and subject to the condition that  
17 the buildings and lands conveyed herein shall be  
18 accessible to the public."

19 (b) The provisions of these covenants, hereinafter  
20 expressed as covenants running with the land, are  
21 herein set forth so as to ensure the maintenance and  
22 preservation of the qualities, natural resources and  
23 historical characteristics of Fort LeBoeuf Museum.

24 (2) Standards for Historic Preservation.

25 (a) Fort LeBoeuf Museum shall be maintained and  
26 preserved in accordance with the Secretary of the  
27 Interior's Standards for the Treatment of Historic  
28 Properties.

29 (b) No construction, alteration, rehabilitation,  
30 remodeling, demolition, site development, ground

1 disturbance, or other action shall be undertaken or  
2 permitted to said property without the prior written  
3 permission from the Commission.

4 (c) Prior to the commencement of work, FLHS agrees to  
5 notify, in writing, the Commission of all such work  
6 on said property in advance.

7 (d) The Commission will be given forty-five (45) days  
8 from receipt of the notice (sent via certified mail)  
9 to review and approve in writing the appropriateness  
10 of said work. If no response is provided within  
11 forty-five (45) days, consent shall be implied.

12 (3) Requirements and Standards for Archaeological  
13 Investigation.

14 (a) For work that involves ground disturbance, the  
15 Commission may require archaeological investigation,  
16 for which FLHS shall have financial responsibility.

17 (b) In the event that archaeological materials are  
18 discovered during ground-disturbing activities, work  
19 shall temporarily cease, and the Commission shall be  
20 consulted for instructions prior to proceeding with  
21 the work.

22 (c) Any archaeological work shall be conducted in  
23 accordance with the Secretary of the Interior's  
24 Standards and Guidelines for Archaeological  
25 Documentation (48FR 447344-37) and any such standards  
26 and guidelines as the Commission may specify.

27 (4) Access.

28 FLHS shall allow the Commission, at all reasonable times  
29 and upon reasonable advance notice to FLHS, access to  
30 inspect said property to ensure compliance with this

1 preservation covenant.

2 (5) Right of Reverter.

3 (a) The deed of conveyance shall contain a clause that  
4 the title to the property shall immediately revert to  
5 and revest in the Commonwealth should FLHS sell or  
6 transfer the property or permit the property to be  
7 used for any purpose other than as a museum, or  
8 related business and/or curatorial offices, for any  
9 length of time.

10 (b) FLHS may petition the Commission for a waiver of  
11 this provision if a proposed usage would meet the  
12 spirit of this agreement.

13 (c) The Commission must specifically approve any waiver  
14 of this provision.

15 (6) Binding in Perpetuity.

16 (a) This covenant is binding on FLHS and its successors  
17 in perpetuity.

18 (b) This covenant shall be binding servitude upon the  
19 property and shall be deemed to run with the land.

20 (c) Execution of this covenant shall constitute evidence  
21 that FLHS agrees to be bound by the foregoing  
22 conditions and restrictions and to perform the  
23 obligations herein set forth.

24 (f) Deed of conveyance.--The deed of conveyance shall be  
25 executed by the Secretary of General Services in the name of the  
26 Commonwealth of Pennsylvania.

27 (g) Costs and fees.--Costs and fees incidental to this  
28 conveyance shall be borne by the grantee.

29 (h) Expiration.--In the event that the conveyance is not  
30 effectuated within one year of the effective date of this



1 section, the authority contained in this section shall expire.

2 Section 10. Conveyance of Judson House in Borough of Waterford,  
3 Erie County.

4 (a) Authorization.--The Department of General Services, with  
5 the approval of the Pennsylvania Historical and Museum  
6 Commission and the Governor, is hereby authorized on behalf of  
7 the Commonwealth of Pennsylvania to grant and convey to the Fort  
8 LeBoeuf Historical Society certain lands and any improvements  
9 thereon described in subsection (b), the property being known  
10 locally as the Judson House situate in the Borough of Waterford,  
11 Erie County, for \$1.

12 (b) Description of property.--The property to be conveyed  
13 pursuant to this section consists of approximately 0.5871-acres,  
14 including any improvements located thereon, more particularly  
15 described as follows:

16 Tract 1

17 ALL THAT CERTAIN piece or parcel of land situate in the  
18 Borough of Waterford, County of Erie and Commonwealth of  
19 Pennsylvania, being Lots Nos. Seven (7) and Eight (8) of  
20 Garrison Lots in said Borough.

21 The said lots are situate at the southeast intersection of  
22 High Street and First Street, in said Borough, and front for a  
23 distance of 105 feet on the south side of First Street and  
24 extends southerly therefrom a distance of 155 feet on the east  
25 side of High Street.

26 Excepting and reserving however, from the above described  
27 land all that easterly portion consisting of a 60 foot frontage  
28 on First Street and extending to a depth of 155 feet therefrom  
29 in a southerly direction.

30 BEING the same piece or parcel of land conveyed to the

1 Commonwealth of Pennsylvania, from Frank R. Johnston, et al, by  
2 deed dated July 8, 1949, and recorded in Erie County Deed Book  
3 542, Page 549.

4 Tract 2

5 ALL THAT CERTAIN piece or parcel of land situate in the  
6 Borough of Waterford, County of Erie and Commonwealth of  
7 Pennsylvania, being the east sixty (60) feet fronting on the  
8 southerly side of First Street to an alley, and extending  
9 southwardly at a uniform depth of one hundred fifty-five (155)  
10 feet, of lots Nos. 7 and 8 of the Garrison Lots in the Borough  
11 of Waterford, more fully bounded and described as follows, to  
12 wit:

13 BEGINNING at a point in the south line of First Street, one  
14 hundred five (105) feet eastwardly from the point of  
15 intersection of the south line of First Street with the east  
16 line of High Street; thence southwardly parallel with the east  
17 line of High Street, one hundred and fifty-five (155) feet, more  
18 or less, to the north line of an alley; thence eastwardly along  
19 the north line of said alley, and parallel with the south line  
20 of First Street, sixty (60) feet to a point; thence northwardly  
21 parallel with the east line of High Street, one hundred and  
22 fifty-five (155) feet, more or less, to the south line of First  
23 Street; and thence westwardly along the south line of First  
24 Street, sixty (60) feet to the place of BEGINNING.

25 BEING the same piece or parcel of land conveyed to the  
26 Commonwealth of Pennsylvania, from Miriam Kuhns, unmarried, and  
27 Cynthia Ensworth, widow, by deed dated March 21, 1950, and  
28 recorded in Erie County Deed Book 560, Page 348.

29 BEING Parcel ID #46-9-58-1.

30 (c) Conditions.--The conveyance shall be made under and

1 subject to all lawful and enforceable easements, servitudes and  
2 rights of others, including, but not confined to, streets,  
3 roadways and rights of any telephone, telegraph, water,  
4 electric, gas or pipeline companies, as well as under and  
5 subject to any lawful and enforceable estates or tenancies  
6 vested in third persons appearing of record, for any portion of  
7 the land or improvements erected thereon.

8 (d) Gaming restriction.--Any conveyance authorized under  
9 this section shall be made under and subject to the condition,  
10 which shall be contained in the deed of conveyance, that no  
11 portion of the property conveyed shall be used as a licensed  
12 facility, as defined in 4 Pa.C.S. § 1103 (relating to  
13 definitions), or any other similar type of facility authorized  
14 under State law. The condition shall be a covenant running with  
15 the land and shall be binding upon the grantee and its  
16 successors. Should the grantee, or its successors, permit any  
17 portion of the property authorized to be conveyed in this  
18 section to be used in violation of this subsection, the title  
19 shall immediately revert to and re-vest in the grantor.

20 (e) Restrictive covenant.--The following restrictive  
21 covenants shall be included in the deed of conveyance:

22 Declaration of Covenants

23 Judson House

24 Borough of Waterford, Erie County, Pennsylvania

25 (1) Covenants.

26 (a) The deed of transfer of this property, which  
27 property shall hereinafter be described in this  
28 agreement as "Judson House," shall contain the  
29 following language: "Fort LeBoeuf Historical Society  
30 and its successors, (hereafter referred to as "FLHS")

1 covenants and agrees to assume responsibility for the  
2 maintenance, preservation, and administration of the  
3 property in a manner that is satisfactory to the  
4 Pennsylvania Historical and Museum Commission  
5 ("Commission") for a demonstrable public benefit in  
6 perpetuity; under and subject to the condition that  
7 the buildings and lands conveyed herein shall be  
8 accessible to the public."

9 (b) The provisions of these covenants, hereinafter  
10 expressed as covenants running with the land, are  
11 herein set forth so as to ensure the maintenance and  
12 preservation of the qualities, natural resources and  
13 historical characteristics of Judson House.

14 (2) Standards for Historic Preservation.

15 (a) Judson House shall be maintained and preserved in  
16 accordance with the Secretary of the Interior's  
17 Standards for the Treatment of Historic Properties.

18 (b) No construction, alteration, rehabilitation,  
19 remodeling, demolition, site development, ground  
20 disturbance, or other action shall be undertaken or  
21 permitted to said property without the prior written  
22 permission from the Commission.

23 (c) Prior to the commencement of work, FLHS agrees to  
24 notify, in writing, the Commission of all such work  
25 on said property in advance.

26 (d) The Commission will be given forty-five (45) days  
27 from receipt of the notice (sent via certified mail)  
28 to review and approve in writing the appropriateness  
29 of said work. If no response is provided within  
30 forty-five (45) days, consent shall be implied.

1 (3) Requirements and Standards for Archaeological  
2 Investigation.

3 (a) For work that involves ground disturbance, the  
4 Commission may require archaeological investigation,  
5 for which FLHS shall have financial responsibility.

6 (b) In the event that archaeological materials are  
7 discovered during ground-disturbing activities, work  
8 shall temporarily cease, and the Commission shall be  
9 consulted for instructions prior to proceeding with  
10 the work.

11 (c) Any archaeological work shall be conducted in  
12 accordance with the Secretary of the Interior's  
13 Standards and Guidelines for Archaeological  
14 Documentation (48FR 447344-37) and any such standards  
15 and guidelines as the Commission may specify.

16 (4) Access.

17 FLHS shall allow the Commission, at all reasonable times  
18 and upon reasonable advance notice to FLHS, access to  
19 inspect said property to ensure compliance with this  
20 preservation covenant.

21 (5) Right of Reverter.

22 (a) The deed of conveyance shall contain a clause that  
23 the title to the property shall immediately revert to  
24 and revest in the Commonwealth should FLHS sell or  
25 transfer the property or permit the property to be  
26 used for any purpose other than as a museum, or  
27 related business and/or curatorial offices, for any  
28 length of time.

29 (b) FLHS may petition the Commission for a waiver of  
30 this provision if a proposed usage would meet the

1 spirit of this agreement.

2 (c) The Commission must specifically approve any waiver  
3 of this provision.

4 (6) Binding in Perpetuity.

5 (a) This covenant is binding on FLHS and its successors  
6 in perpetuity.

7 (b) This covenant shall be binding servitude upon the  
8 property and shall be deemed to run with the land.

9 (c) Execution of this covenant shall constitute evidence  
10 that FLHS agrees to be bound by the foregoing  
11 conditions and restrictions and to perform the  
12 obligations herein set forth.

13 (f) Deed of conveyance.--The deed of conveyance shall be by  
14 Special Warranty Deed and shall be executed by the Secretary of  
15 General Services in the name of the Commonwealth of  
16 Pennsylvania.

17 (g) Costs and fees.--Costs and fees incidental to this  
18 conveyance shall be borne by the grantee.

19 (h) Expiration.--In the event that the conveyance is not  
20 effectuated within one year of the effective date of this  
21 section, the authority contained in this section shall expire.

22 Section 11. Conveyance in Borough of Millersville, Lancaster  
23 County.

24 (a) Authorization.--The Department of General Services, with  
25 the approval of Millersville University of Pennsylvania of the  
26 State System of Higher Education and the Governor, is hereby  
27 authorized and directed on behalf of the Commonwealth of  
28 Pennsylvania to grant and convey to Penn Manor School District  
29 certain land and improvements thereon situate in the Borough of  
30 Millersville, Lancaster County, and is further authorized and

1 directed on behalf of the Commonwealth of Pennsylvania to accept  
2 in exchange certain land and improvements thereon to be conveyed  
3 by the Penn Manor School District to the Commonwealth of  
4 Pennsylvania, acting by and through the Department of General  
5 Services, and to add the same to the existing lands of the  
6 Commonwealth of Pennsylvania at Millersville University of  
7 Pennsylvania.

8 (b) Property to be conveyed to Penn Manor School District.--

9 The property to be conveyed to Penn Manor School District  
10 pursuant to subsection (a) consists of approximately 0.890-acres  
11 of land and improvements thereon bounded and more particularly  
12 described as follows:

13 All that certain tract of land tract of land situate  
14 southwest of Circle Drive in the Borough of Millersville,  
15 Lancaster County, Pennsylvania shown as "Area B" on the Layout  
16 Plan Subdivision/Lot Add-On Plan for Millersville University  
17 prepared by RETTEW Associates, Inc. drawing number 015372001,  
18 dated February 2012, and being more fully bounded and described  
19 below:

20 BEGINNING AT A POINT the easternmost corner of the herein  
21 described tract, said point being the southeast corner of lands,  
22 now or formerly, of Penn Manor School District; thence extending  
23 in and through lands, now or formerly, of The General State  
24 Authority the following three (3) courses and distances: 1)  
25 South 57° 23' 34" West, a distance of 105.181' to an iron pin to  
26 be set; 2) South 66° 32' 49" West, a distance of 395.148' to an  
27 iron pin to be set; and 3) North 63° 31' 42" West, a distance of  
28 180.821' to an iron pin to be set along lands, now or formerly,  
29 of Penn Manor School District; thence along the same North 77°  
30 43' 38" East, a distance of 627.305' to the POINT AND place of

1 beginning.

2 CONTAINING 0.8907 acres of land, more or less.

3 (c) Property to be conveyed to the Commonwealth.--The land  
4 to be accepted in the name of the Commonwealth of Pennsylvania,  
5 acting by and through the Department of General Services  
6 pursuant to subsection (a) consists of approximately 2.328 acres  
7 of land and improvements thereon and is bounded and more  
8 particularly described as follows:

9 ALL THAT CERTAIN tract of land situate southwest of Circle Drive  
10 in the Borough of Millersville, Lancaster County, Pennsylvania  
11 shown as "Area A" on the Layout Plan Subdivision/Lot Add On Plan  
12 for Millersville University prepared by RETTEW Associates, Inc.  
13 drawing number 015372001, dated February 2012, and being more  
14 fully bounded and described below:

15 BEGINNING AT A POINT, the northeast corner of the herein  
16 described tract, said point being a corner of lands, now or  
17 formerly, of Penn Manor School District; thence along lands, now or  
18 or formerly, of Ted E. and Diane T. Silar, South 24° 12' 04"  
19 East, a distance of 400.74' to an iron pin to be set, a corner  
20 of Area A; thence along the same South 77° 04' 29" West, a  
21 distance of 265.01' to an iron pin to be set along lands, now or  
22 formerly, of The General State Authority; thence along the same  
23 North 23° 37' 37" West, a distance of 384.77' to a point, a  
24 corner of lands, now or formerly, of Penn Manor School District;  
25 thence along the same North 73° 45' 55" East, a distance of  
26 258.53' to a point, a corner of lands, now or formerly, of Ted  
27 E. and Diane T. Silar; the POINT AND PLACE OF BEGINNING.

28 CONTAINING 2.328 acres of land.

29 (d) Easements.--The conveyances shall be made under and  
30 subject to all lawful and enforceable easements, servitudes and



1 rights of others, including but not confined to streets,  
2 roadways and rights of any telephone, telegraph, water,  
3 electric, gas or pipeline companies, as well as under and  
4 subject to any lawful and enforceable estates or tenancies  
5 vested in third persons appearing of record, for any portion of  
6 the land or improvements erected thereon.

7 (e) Deeds.--

8 (1) The deed of conveyance for the property to be  
9 conveyed to Penn Manor School District by the Department of  
10 General Services pursuant to subsection (a) shall be a  
11 special warranty deed and shall be executed by the Secretary  
12 of General Services in the name of the Commonwealth of  
13 Pennsylvania.

14 (2) The deed of conveyance for the property to be  
15 conveyed to the Commonwealth of Pennsylvania, acting by and  
16 through the Department of General Services, by Penn Manor  
17 School District pursuant to subsection (a) shall be a special  
18 warranty deed and shall be executed by the appropriate  
19 officers of the school district.

20 (f) Authority granted to Secretary of General Services.--The  
21 Secretary of General Services is hereby authorized to grant or  
22 reserve any easements on Commonwealth-owned real property at  
23 Millersville University of Pennsylvania as may be necessary to  
24 effectuate the purposes of this section or to otherwise protect  
25 the interests of the Commonwealth.

26 (g) Costs.--The costs and fees incidental to the conveyances  
27 hereby authorized shall be borne equally by the Penn Manor  
28 School District and Millersville University of Pennsylvania of  
29 the State System of Higher Education.

30 Section 12. Release of restrictive use and reversionary

1 covenants in City of Scranton, Lackawanna County.

2 (a) Authorization.--The Department of General Services, with  
3 the approval of the Governor, is hereby authorized on behalf of  
4 the Commonwealth to remove and release the restrictive use and  
5 reversionary covenants imposed on certain real property conveyed  
6 to Scranton Primary Health Care Center, Inc., by the Department  
7 of General Services pursuant to the authority contained in the  
8 act of February 14, 1980 (P.L.9, No.6), entitled "Authorizing  
9 and directing the Department of General Services, with the  
10 approval of the Governor, to convey to the Scranton Primary  
11 Health Care Center, Inc., a certain parcel of land together with  
12 a building erected thereon, situate in the City of Scranton,  
13 County of Lackawanna, Pennsylvania," on such terms, conditions  
14 and for consideration to be established in a legally binding  
15 agreement acceptable to the Secretary of General Services.

16 (b) Property description.--The restrictions to be released  
17 pursuant to subsection (a) are on a tract of land totaling  
18 approximately 0.50-acres, more particularly described as  
19 follows:

20 All that certain lot, piece or parcel of land, situate in the  
21 City of Scranton, Lackawanna County, described as follows:

22 Lots Number Twenty-three (23) and Twenty-four (24) in Square  
23 or Block Number Two Hundred Twenty-six (226) and situate upon a  
24 street called and known as Wyoming Avenue upon the plot of  
25 Scranton, intended to be duly registered and recorded, said lots  
26 being together eighty (80) feet in front and one hundred sixty-  
27 seven (167) feet in depth; and rectangular with an alley in the  
28 rear sixteen (16) feet wide for public use.

29 Containing approximately 0.50-acres of land.

30 Being the same property conveyed to Scranton Primary Health

1 Care Center, Inc., by the Commonwealth of Pennsylvania, acting  
2 by and through the Department of General Services, by its deed,  
3 dated August 1, 1980, and recorded in the Recorder of Deeds of  
4 Lackawanna County at Deed Book 228, Page 570 through Page 573.

5 (c) Form of release.--Any legal instruments necessary to  
6 remove and release the restrictive use and reversionary  
7 covenants shall be executed by the Secretary of General Services  
8 in the name of the Commonwealth.

9 (d) Costs.--Any costs and fees incidental to the removal of  
10 the restrictive use and reversionary covenants shall be borne by  
11 the Grantee.

12 (e) Proceeds.--Proceeds received by the Department of  
13 General Services for the release of the restrictive use and  
14 reversionary covenants shall be deposited into the General Fund.  
15 Section 13. Partial removal and release of restrictive use  
16 covenants in Benner Township, Centre County.

17 (a) Authorization.--The Department of General Services, with  
18 the approval of the Governor, is hereby authorized on behalf of  
19 the Commonwealth of Pennsylvania to partially remove and release  
20 the restrictive covenants as to sole use for passive  
21 recreational open space, but not as to that portion of the  
22 restrictive covenants relating to the benefit of the public at  
23 large, and to remove and release the restrictive covenant as to  
24 the conveyance and recordation of a perpetual conservation  
25 easement, under terms, conditions and for consideration  
26 acceptable to the Department of General Services, imposed on  
27 certain real property in Benner Township, Centre County,  
28 conveyed to Benner Township by the Department of General  
29 Services pursuant to the authority contained in section 2(d) of  
30 the act of July 9, 2010 (P.L.401, No.55), entitled "An act

1 authorizing the Department of General Services, with the  
2 approval of the Governor, to grant and convey to The  
3 Pennsylvania State University, certain lands situate in Benner  
4 Township, Centre County; authorizing the Department of General  
5 Services, with the approval of the Governor, to grant and convey  
6 to Benner Township, certain lands situate in Benner Township,  
7 Centre County; authorizing the Department of General Services,  
8 with the approval of the Governor, to grant and convey to the  
9 Pennsylvania Fish and Boat Commission, certain lands situate in  
10 Benner Township, Centre County; and authorizing the Department  
11 of General Services, with the approval of the Governor, to grant  
12 and convey to the Pennsylvania Game Commission, certain lands  
13 situate in Benner Township, Centre County," upon the terms and  
14 conditions and for consideration acceptable to the Department of  
15 General Services.

16 (b) Property description.--The restrictions to be partially  
17 removed and released pursuant to subsection (a) are on two  
18 tracts of land totaling approximately 5.0000 acres and 13.6033  
19 acres, respectively, of land, gross area, more particularly  
20 described as follows:

21 PARCEL BENNER A

22 ALL THAT CERTAIN PARCEL or tract of land in Benner Township,  
23 Centre County, Pennsylvania identified as "PARCEL BENNER A" on  
24 plans prepared by Sweetland Engineering and Associates, Inc.,  
25 more fully bounded and described as follows:

26 Beginning at a point in the centerline of Rock Road, Benner  
27 Township Road T-376, at the common southwestern corner of  
28 "Parcel PGC A" and the northwestern corner of the herein  
29 described parcel, said point having coordinates referenced to  
30 the Pennsylvania State Plane Coordinate System North Zone, North

1 American Datum of 1983 of Northing 249820.5919 and Easting  
2 1947763.3680;

3 Thence along "Parcel Benner A" the following three (3) courses:

- 4 1. N 24-17-11 E a distance of 16.50 feet to a point; Thence
- 5 2. N 17-58-42 E a distance of 342.76 feet to a point; Thence
- 6 3. S 68-49-38 E a distance of 572.82 feet to a point;

7 Thence along "Parcel DGS\DOC A" S 17-44-53 W a distance of  
8 420.75 feet to a point;

9 Thence along the centerline of Rock Road the following two (2)  
10 courses:

- 11 1. N 57-27-33 W a distance of 206.98 feet to a point; Thence
- 12 2. N 65-42-49 W a distance of 377.40 feet to the point of  
13 beginning.

14 Containing 217,799 square feet or 5.0000 acres of land, gross  
15 area, be the same more or less.

16 PARCEL BENNER D

17 Beginning at a point in the northern right-of-way line of  
18 SR0150, the Benner Pike, a variable width right-of-way at the  
19 intersection with the northeastern line of Prison Road "D", said  
20 point having coordinates referenced to the Pennsylvania State  
21 Plane Coordinate System North Zone, North American Datum of 1983  
22 of Northing 255155.4238 and Easting 1960011.9833;

23 Thence along Prison Road "D" the following four (4) courses:

- 24 1. N 74-54-54 W a distance of 97.10 feet to a point; Thence
- 25 2. along a curve to the left having a radius of 555.00,  
26 central angle of 32° 40' 16", chord bearing and distance of S  
27 88-44-58 W a distance of 312.20 feet, an arc distance of 316.47  
28 feet to a point; Thence
- 29 3. S 72-24-50 W a distance of 316.85 feet to a point; Thence
- 30 4. S 78-33-51 W a distance of 236.71 feet to a point;

1 Thence along the southern right-of-way line of SR6026, Section  
2 C03 the following four (4) courses:

- 3 1. N 41-04-29 E a distance of 77.10 feet to a point; Thence
- 4 2. N 36-07-17 E a distance of 700.65 feet to a point; Thence
- 5 3. along a curve to the right having a radius of 2759.79,  
6 central angle of 14° 31' 53", chord bearing and distance of N  
7 43-23-13 E a distance of 698.06 feet, an arc distance of 699.94  
8 feet to a point; Thence
- 9 4. along a curve to the right having a radius of 255.00,  
10 central angle of 41° 33' 59", chord bearing and distance of N  
11 71-26-09 E a distance of 180.96 feet, an arc distance of 184.99  
12 feet to a point;

13 Thence along the northern right-of-way line of SR0150, the  
14 Benner Pike, the following five (5) courses:

- 15 1. S 25-13-03 E a distance of 123.39 feet to a point; Thence
- 16 2. S 15-05-06 W a distance of 294.87 feet to a point; Thence
- 17 3. S 12-13-21 W a distance of 200.25 feet to a point; Thence
- 18 4. S 15-05-06 W a distance of 453.78 feet to a point; Thence
- 19 5. S 15-52-44 E a distance of 35.97 feet to the point of  
20 beginning.

21 Containing 592,560 square feet or 13.6033 acres of land, gross  
22 area, be the same more or less.

23 (c) Form of partial removal and release.--Any legal  
24 instruments necessary to partially remove and release the  
25 restrictive use covenants shall be executed by the Secretary of  
26 General Services in the name of the Commonwealth of  
27 Pennsylvania, provided that the portion of the restrictive use  
28 covenants relating to the benefit of the public at large may not  
29 be removed and released in such instruments.

30 (d) Costs.--Any costs and fees incidental to the partial

1 removal and release of the restrictive use covenants shall be  
2 borne by the Grantee.

3 (e) Proceeds.--Any proceeds received by the Department of  
4 General Services for the partial removal and release of the  
5 restrictive use covenants shall be deposited into the General  
6 Fund.

7 Section 14. Land within the Delaware River bed.

8 (a) Authorization.--The Commonwealth owns the lands within  
9 the bed of the Delaware River, a portion of which is located in  
10 the 5th Ward of the City of Philadelphia. Such lands located in  
11 the 5th Ward are commonly known as Premises A (an area  
12 immediately north of Pier No. 27 North), Pier No. 27 North, Pier  
13 No. 27.5 North, Pier No. 31 North, Pier No. 32 North, Pier No.  
14 33 North, Pier No. 34 North and Pier No. 35 North, and referred  
15 to collectively as the "Properties," all of which are more fully  
16 described in subsection (b).

17 (b) Property description.--The land to be leased is more  
18 particularly described as follows:

19 PREMISES "A"

20 ALL THAT CERTAIN lot or piece of ground with the buildings  
21 and improvements erected thereon. SITUATE in the 5th Ward of the  
22 City of Philadelphia and described according to a Site Plan (FF-  
23 1080 / 2012-309) made by Herman P. Ledger, P.L.S., Surveyor and  
24 Regulator of the Fifth Survey District, dated January 29, 2013:  
25 BEGINNING at the point on the easterly side of Christopher  
26 Columbus Boulevard (On City Plan, 150' wide, Legally Open). Said  
27 point being located the following two courses and distances  
28 southwardly from the intersection of the easterly side of  
29 Delaware Avenue (On City Plan, 150' wide, Legally Open) with the  
30 southeasterly side of Penn Street (On City Plan, 60' wide,

1 Legally Open);  
2 1.) S.18°17'00"W along the said Delaware Avenue, and then  
3 continuing along the said easterly side of Christopher Columbus  
4 Boulevard the distance of 862.843' to a point of intersection of  
5 the said easterly side of Delaware Avenue with the southeasterly  
6 side of Penn Street (On City Plan, 60' wide, Legally Open);  
7 2.) S.15°16'00"W along the said Christopher Columbus Boulevard,  
8 the distance of 216.875 to an angle point;  
9 THENCE extending S.74°44'00"E. and partly crossing the Bulkhead  
10 Line Established 1/5/1894, Approved by the Secretary Of War  
11 9/10/1940 the distance of 553.380' to a point on the Pierhead  
12 Line Established 1/20/1891, and Approved by the Secretary Of War  
13 9/10/1940;  
14 THENCE extending S.29°05'21"W along the said Pierhead Line the  
15 distance of 159.031' to a point;  
16 THENCE extending N.73°55'50"W. and partly crossing the said  
17 Bulkhead Line the distance of 515.436' to a point on the said  
18 easterly side of Christopher Columbus Boulevard (On City Plan,  
19 150' wide, Legally Open);  
20 THENCE extending N.15°16'00"E. along the said easterly side of  
21 Christopher Columbus Boulevard the distance of 147.204' to a  
22 point, being the first mentioned point and place of beginning;  
23 Being Known As: Premises "A" on the above mentioned plan.  
24 AREA OF PARCEL: 80,661 Square Feet 1.85173 Acres.

25 PREMISES "B"

26 ALL THAT CERTAIN lot or piece of ground with the buildings  
27 and improvements erected thereon. SITUATE in the 5th Ward of the  
28 City of Philadelphia and described according to a Site Plan (FF-  
29 1080 / 2012-309) made by Herman P. Ledger, P.L.S., Surveyor and  
30 Regulator of the Fifth Survey District, dated January 29, 2013:



1 BEGINNING at the point on the easterly side of Christopher  
2 Columbus Boulevard (On City Plan, 150' wide, Legally Open) at a  
3 distance of 800.531' southwardly from the intersection of the  
4 easterly side of Delaware Avenue (On City Plan, 150' wide,  
5 Legally Open) with the southeasterly side of Penn Street (On  
6 City Plan, 60' wide, Legally Open);  
7 THENCE extending S.71°40'00"E. and partly crossing the Bulkhead  
8 Line Established 1/5/1894, Approved by the Secretary Of War  
9 9/10/1940 the distance of 611.597' to a point on the Pierhead  
10 Line Established 1/20/1891, and Approved by the Secretary Of War  
11 9/10/1940;  
12 THENCE extending S.29°05'21"W along the said Pierhead Line the  
13 distance of 253.729' to a point;  
14 THENCE extending N.74°44'00"W. and partly crossing the said  
15 Bulkhead Line the distance of 553.380' to a point on the said  
16 easterly side of Christopher Columbus Boulevard;  
17 THENCE extending N.15°16'00"E. along the said easterly side of  
18 Christopher Columbus Boulevard the distance of 216.875' to an  
19 angle point;  
20 THENCE extending N.18°17'00"E. along the said easterly side of  
21 Christopher Columbus Boulevard the distance of 62.312' to a  
22 point, being the first mentioned point and place of beginning;  
23 Being Known As: Pier #27 on the above mentioned plan.  
24 AREA OF PARCEL: 153,806 Square Feet 3.53092 Acres.

25 PREMISES "C"

26 ALL THAT CERTAIN lot or piece of ground with the buildings  
27 and improvements erected thereon. SITUATE in the 5th Ward of the  
28 City of Philadelphia and described according to a Site Plan (FF-  
29 1080 / 2012-309) made by Herman P. Ledger, P.L.S., Surveyor and  
30 Regulator of the Fifth Survey District, dated January 29, 2013:

1 BEGINNING at the point on the easterly side of Christopher  
2 Columbus Boulevard (On City Plan, 150' wide, Legally Open) at a  
3 distance of 676.448' southwardly from the intersection of the  
4 easterly side of Delaware Avenue (On City Plan, 150' wide,  
5 Legally Open) with the southeasterly side of Penn Street (On  
6 City Plan, 60' wide, Legally Open);  
7 THENCE extending S.71°40'00"E. and partly crossing the Bulkhead  
8 Line Established 1/5/1894, Approved by the Secretary Of War  
9 9/10/1940 the distance of 635.267' to a point on the Pierhead  
10 Line Established 1/20/1891, and Approved by the Secretary Of War  
11 9/10/1940;  
12 THENCE extending S.29°05'21"W along the said Pierhead Line the  
13 distance of 126.302' to a point;  
14 THENCE extending N.71°40'00"W. and partly crossing the said  
15 Bulkhead Line the distance of 611.597' to a point on the said  
16 easterly side of Christopher Columbus Boulevard;  
17 THENCE extending N.18°17'00"E.along the said easterly side of  
18 Christopher Columbus Boulevard the distance of 124.083' to a  
19 point, being the first mentioned point and place of beginning;  
20 Being Known As: Pier #27 1/2 on the above mentioned plan.  
21 AREA OF PARCEL: 77,357 Square Feet 1.77589 Acres.

22 PREMISES "D"

23 ALL THAT CERTAIN lot or piece of ground with the buildings  
24 and improvements erected thereon. SITUATE in the 5th Ward of the  
25 City of Philadelphia and described according to a Site Plan (FF-  
26 1080 / 2012-309) made by Herman P. Ledger, P.L.S., Surveyor and  
27 Regulator of the Fifth Survey District, dated January 29, 2013:  
28 BEGINNING at the point on the easterly side of Delaware Avenue  
29 (On City Plan, 150' wide, Legally Open) at a distance of  
30 513.552'southwardly from the intersection of the said easterly

1 side of Delaware Avenue with the southeasterly side of Penn  
2 Street (On City Plan, 60' wide, Legally Open);  
3 THENCE extending S.71°40'00"E. and partly crossing the Bulkhead  
4 Line Established 1/5/1894, Approved by the Secretary Of War  
5 9/10/1940 the distance of 666.362' to a point on the Pierhead  
6 Line Established 1/20/1891, and Approved by the Secretary Of War  
7 9/10/1940;  
8 THENCE extending S.29°05'21"W along the said Pierhead Line the  
9 distance of 165.809' to a point;  
10 THENCE extending N.71°40'00"W. and partly crossing the said  
11 Bulkhead Line the distance of 635.267' to a point on the  
12 easterly side of Christopher Columbus Boulevard (On City Plan,  
13 150' wide, Legally Open);  
14 THENCE extending N.18°17'00"E. partly along the said easterly  
15 side of Christopher Columbus Boulevard and, also partly along  
16 the said easterly side of Delaware Avenue the distance of  
17 162.896' to a point, being the first mentioned point and place  
18 of beginning;  
19 Being Known As: Pier #31 on the above mentioned plan.  
20 AREA OF PARCEL: 106,015 Square Feet 2.43378Acres.

21 PREMISES "E"

22 ALL THAT CERTAIN lot or piece of ground with the buildings  
23 and improvements erected thereon. SITUATE in the 5th Ward of the  
24 City of Philadelphia and described according to a Site Plan (FF-  
25 1080 / 2012-309) made by Herman P. Ledger, P.L.S., Surveyor and  
26 Regulator of the Fifth Survey District, dated January 29, 2013:  
27 BEGINNING at the point on the easterly side of Delaware Avenue  
28 (On City Plan, 150' wide, Legally Open) at a distance of  
29 448.614' southwardly from the intersection of the said easterly  
30 side of Delaware Avenue with the southeasterly side of Penn

1 Street (On City Plan, 60' wide, Legally Open);  
2 THENCE extending S.71°40'00"E. and partly crossing the Bulkhead  
3 Line Established 1/5/1894, Approved by the Secretary Of War  
4 9/10/1940 the distance of 678.754' to a point on the Pierhead  
5 Line Established 1/20/1891, and Approved by the Secretary Of War  
6 9/10/1940;

7 THENCE extending S.29°05'21"W along the said Pierhead Line the  
8 distance of 66.099' to a point;

9 THENCE extending N.71°40'00"W. and partly crossing the said  
10 Bulkhead Line the distance of 666.362' to a point on the said  
11 easterly side of Delaware Avenue;

12 THENCE extending N.18°17'00"E. along the said easterly side of  
13 Delaware Avenue the distance of 64.938' to a point, being the  
14 first mentioned point and place of beginning;

15 Being Known As: Pier #32 on the above mentioned plan.

16 AREA OF PARCEL: 43,674 Square Feet 1.00263 Acres.

17 PREMISES "F"

18 ALL THAT CERTAIN lot or piece of ground with the buildings  
19 and improvements erected thereon. SITUATE in the 5th Ward of the  
20 City of Philadelphia and described according to a Site Plan (FF-  
21 1080 / 2012-309) made by Herman P. Ledger, P.L.S., Surveyor and  
22 Regulator of the Fifth Survey District, dated January 29, 2013:

23 BEGINNING at the point on the easterly side of Delaware Avenue  
24 (On City Plan, 150' wide, Legally Open) at a distance of  
25 328.281' southwardly from the intersection of the said easterly  
26 side of Delaware Avenue with the southeasterly side of Penn  
27 Street (On City Plan, 60' wide, Legally Open);

28 THENCE extending S.71°40'00"E. and partly crossing the Bulkhead  
29 Line Established 1/5/1894, Approved by the Secretary Of War  
30 9/10/1940 the distance of 701.718' to a point on the Pierhead

1 Line Established 1/20/1891, and Approved by the Secretary Of War  
2 9/10/1940;

3 THENCE extending S.29°05'21"W along the said Pierhead Line the  
4 distance of 122.485' to a point;

5 THENCE extending N.71°40'00"W. and partly crossing the said  
6 Bulkhead Line the distance of 678.754' to a point on the said  
7 easterly side of Delaware Avenue;

8 THENCE extending N.18°17'00"E. along the said easterly side of  
9 Delaware Avenue the distance of 120.333' to a point, being the  
10 first mentioned point and place of beginning;

11 Being Known As: Pier #33 on the above mentioned plan.

12 AREA OF PARCEL: 83,058 Square Feet 1.90675 Acres.

13 PREMISES "G"

14 ALL THAT CERTAIN lot or piece of ground with the buildings  
15 and improvements erected thereon. SITUATE in the 5th Ward of the  
16 City of Philadelphia and described according to a Site Plan (FF-  
17 1080 / 2012-309) made by Herman P. Ledger, P.L.S., Surveyor and  
18 Regulator of the Fifth Survey District, dated January 29, 2013:  
19 BEGINNING at the point on the easterly side of Delaware Avenue  
20 (On City Plan, 150' wide, Legally Open) at a distance of  
21 241.239' southwardly from the intersection of the said easterly  
22 side of Delaware Avenue with the southeasterly side of Penn  
23 Street (On City Plan, 60' wide, Legally Open);

24 THENCE extending S.71°40'00"E. and partly crossing the Bulkhead  
25 Line Established 1/5/1894, Approved by the Secretary Of War  
26 9/10/1940 the distance of 718.328' to a point on the Pierhead  
27 Line Established 1/20/1891, and Approved by the Secretary Of War  
28 9/10/1940;

29 THENCE extending S.29°05'21"W along the said Pierhead Line the  
30 distance of 88.599' to a point;

1 THENCE extending N.71°40'00"W. and partly crossing the said  
2 Bulkhead Line the distance of 701.718' to a point on the said  
3 easterly side of Delaware Avenue;  
4 THENCE extending N.18°17'00"E. along the said easterly side of  
5 Delaware Avenue the distance of 87.042' to a point, being the  
6 first mentioned point and place of beginning;  
7 Being Known As: Pier #34 on the above mentioned plan.  
8 AREA OF PARCEL: 61,801 Square Feet 1.41877 Acres.

9 PREMISES "H"

10 ALL THAT CERTAIN lot or piece of ground with the buildings  
11 and improvements erected thereon. SITUATE in the 5th Ward of the  
12 City of Philadelphia and described according to a Site Plan (FF-  
13 1080 / 2012-309) made by Herman P. Ledger, P.L.S., Surveyor and  
14 Regulator of the Fifth Survey District, dated January 29, 2013:  
15 BEGINNING at the point on the easterly side of Delaware Avenue  
16 (On City Plan, 150' wide, Legally Open) at a distance of  
17 118.562' southwardly from the intersection of the said easterly  
18 side of Delaware Avenue with the southeasterly side of Penn  
19 Street (On City Plan, 60' wide, Legally Open);  
20 THENCE extending S.71°40'00"E. and partly crossing the Bulkhead  
21 Line Established 1/5/1894, Approved by the Secretary Of War  
22 9/10/1940 the distance of 741.739' to a point on the Pierhead  
23 Line Established 1/20/1891, and Approved by the Secretary Of War  
24 9/10/1940;  
25 THENCE extending S.29°05'21"W along the said Pierhead Line the  
26 distance of 124.871' to a point;  
27 THENCE extending N.71°40'00"W. and partly crossing the said  
28 Bulkhead Line the distance of 718.328' to a point on the said  
29 easterly side of Delaware Avenue;  
30 THENCE extending N.18°17'00"E. along the said easterly side of

1 Delaware Avenue the distance of 122.677' to a point, being the  
2 first mentioned point and place of beginning;  
3 Being Known As: Pier #35 on the above mentioned plan.  
4 AREA OF PARCEL: 89,588 Square Feet 2.05597 Acres.

5 (c) Lease agreement.--The Department of General Services,  
6 with the approval of the Attorney General and the concurrence of  
7 the Department of Environmental Protection, acting on behalf of  
8 the Commonwealth, is hereby authorized to enter into a lease of  
9 the Properties to the City of Philadelphia (the "Lease") for a  
10 term of 99 years, with an option in favor of the City of  
11 Philadelphia to extend such term for all or any portion of the  
12 Properties for up to 99 years. The Lease shall provide rent  
13 payable to the Commonwealth upon the execution of the Lease, in  
14 an amount to be determined by the Secretary of General Services,  
15 and shall include such other terms and conditions as the  
16 Department of General Services shall establish, with the  
17 concurrence of the Department of Environmental Protection. The  
18 Lease shall grant the City of Philadelphia the right to  
19 sublease, and to permit the further subsubleasing,  
20 subsubsubleasing and so on, of all or any portion of the  
21 Properties for Maritime Purposes and/or for residential, office,  
22 commercial, condominium, hotel, marina or other public uses. As  
23 used in this section, the term "Maritime Purposes" means  
24 activities directly related to the handling of cargo or  
25 passengers for import or export through the Port of  
26 Philadelphia.

27 (d) Nondisturbance agreement.--The Department of General  
28 Services, with the concurrence of the Department of  
29 Environmental Protection, acting on behalf of the Commonwealth,  
30 is hereby authorized to enter into one or more nondisturbance

1 agreements with any sublessee of all or any portion of the  
2 Properties pursuant to which the Commonwealth will agree that,  
3 if the Commonwealth succeeds to the interest of the sublessor  
4 under such sublessee's sublease, the Commonwealth will not  
5 terminate such sublease unless the sublessee is in default.

6 (e) Improvements.--The Department of General Services, with  
7 the approval of the Attorney General, is hereby authorized to  
8 permit, on behalf of the Commonwealth, any declaration or other  
9 documents necessary to submit the Properties or any portion  
10 thereof and any improvements thereon to the provisions of 68  
11 Pa.C.S. Pt. II Subpt. B (relating to condominiums) as a  
12 leasehold condominium. Development of the parcels authorized to  
13 be leased in this section shall be consistent with public and  
14 Maritime Purposes.

15 (f) Free public assess.--

16 (1) The City of Philadelphia, all sublessees and their  
17 respective successors and assigns shall provide and maintain  
18 at least the following free public access to the riverfront  
19 for recreation activities:

20 (i) Public walkways on the riverfront, including  
21 water edge promenades along the entire water edge of the  
22 Properties and adjacent to the water and providing free  
23 public access to the water and allowing for passive and  
24 active recreational activities year around.

25 (ii) A free public park area along the public  
26 walkway near the water.

27 (iii) Public parking. A minimum of ten free public  
28 parking spaces available at all times located proximate  
29 to the public walkway near the water edge and signage  
30 indicating the free public parking.



1           (iv) Public access to the Delaware River which is  
2 consistent with the Waterfront Setback requirements set  
3 forth in Section 14-216(6)(g) of the Philadelphia Code  
4 (enacted into law by an Ordinance enacting Bill No.  
5 050465, passed by the City Council on June 16, 2005, and  
6 signed by the Mayor on July 8, 2005).

7           (2) Should the lessee, any sublessee or any of their  
8 respective successors or assigns wish to modify the public  
9 access and parking required by this section, the lessee,  
10 sublessee or the respective successor or assign must obtain  
11 the prior written approval of the Department of Environmental  
12 Protection and the Department of General Services, which  
13 approval shall not be unreasonably withheld. The public  
14 access and parking shall be completed and open to the public  
15 no later than the date the first tenant or resident occupies  
16 either the leasehold or the land adjacent to the leasehold.

17           (g) Land use restriction.--All leases authorized or referred  
18 to under this section shall be made under and subject to the  
19 condition, which shall be contained in the lease documents, that  
20 no portion of the parcels shall be used as a licensed facility  
21 as defined in 4 Pa.C.S. § 1103 (relating to definitions) or any  
22 other similar type of facility authorized under the laws of this  
23 Commonwealth. This condition shall be a covenant running with  
24 the land and shall be binding upon the lessee and sublessees and  
25 their respective successors and assigns. Should any portion of  
26 any parcel authorized to be leased under this section be used in  
27 violation of this subsection, the lease shall terminate  
28 immediately.

29           (h) Other required measures.--Nothing in this section shall  
30 affect or otherwise limit the requirements of the provisions of

1 the act of November 26, 1978 (P.L.1375, No.325), known as the  
2 Dam Safety and Encroachments Act, which may require further  
3 measures to provide for public access and use of the land and  
4 adjacent water.

5 (i) Conditions binding.--The conditions imposed under this  
6 section shall be covenants that run with the land and shall be  
7 binding upon the lessee, any sublessee and their respective  
8 successors and assigns. Should the lessee, any sublessee or any  
9 of their respective successors or assigns permit the parcels  
10 authorized to be leased under this section, or any portion  
11 thereof, to be used in a manner inconsistent with the conditions  
12 contained in this section, all rights and interests in the lease  
13 authorized by this section shall terminate immediately.

14 (j) Costs and fees.--Costs and fees incidental to the lease  
15 authorized by this section shall be borne by the lessee.

16 (k) Expiration.--In the event that the lease authorized by  
17 this section does not occur within three years following the  
18 effective date of this section, the authority contained in this  
19 section shall be void.

20 Section 15. Effective date.

21 This act shall take effect as follows:

22 (1) Sections 8, 9 and 10 shall take effect in 60 days.

23 (2) The remainder of this act shall take effect  
24 immediately.