

AMENDMENTS TO SENATE BILL NO. 130

Sponsor: REPRESENTATIVE M. K. KELLER

Printer's No. 1024

1 Amend Bill, page 1, line 5, by striking out the period after
2 "Montour" and inserting
3 ; authorizing the Department of General Services, with the
4 approval of the Governor, to grant and convey to the County
5 of Mifflin certain lands of the Commonwealth of Pennsylvania
6 at the State Fire Academy situate in the Borough of
7 Lewistown, Mifflin County, together with appurtenant parking,
8 for the benefit of the general public; and authorizing the
9 Department of General Services, with the approval of
10 Shippensburg University of Pennsylvania of the State System
11 of Higher Education and the Governor, to grant and convey to
12 the Cumberland Valley Rails to Trails Council a permanent
13 easement from lands of the Commonwealth of Pennsylvania at
14 Shippensburg University of Pennsylvania situate in
15 Shippensburg Township, Cumberland County, for the purpose of
16 establishing and maintaining a parking lot for the benefit of
17 the general public utilizing the Cumberland Valley Rail
18 Trail.

19 Amend Bill, page 1, line 8, by striking out "Authorization
20 for release" and inserting

21 Release of restriction in Montour County

22 Amend Bill, page 1, line 9, by inserting before "The"

23 (a) Authorization.--

24 Amend Bill, page 2, lines 3 and 4, by striking out all of
25 said lines and inserting

26 (b) Property description.--The use restriction and
27 associated reversionary interest

28 Amend Bill, page 2, line 5, by striking out "section 1" and
29 inserting

30 subsection (a)

1 Amend Bill, page 5, lines 6 through 8, by striking out all of
2 said lines and inserting

3 (c) Description of restriction and reversionary interest.--
4 The use restriction and associated reversionary interest

5 Amend Bill, page 5, line 9, by striking out "section 1" and
6 inserting

7 subsection (a)

8 Amend Bill, page 5, lines 15 and 16, by striking out all of
9 said lines and inserting

10 (d) Legal instruments.--Any legal instruments necessary to
11 release the use

12 Amend Bill, page 5, line 17, by inserting after "interest"
13 under this section

14 Amend Bill, page 5, lines 20 and 21, by striking out all of
15 said lines and inserting

16 (e) Costs and fees.--Any costs and fees incidental to the
17 release

18 Amend Bill, page 5, line 22, by inserting after "authorized"
19 under this section

20 Amend Bill, page 5, lines 23 and 24, by striking out all of
21 said lines and inserting

22 (f) Proceeds.--Any proceeds received by the Department of
23 General Services

24 Amend Bill, page 5, line 25, by striking out "hereby"

25 Amend Bill, page 5, line 25, by inserting after "authorized"
26 under this section

27 Amend Bill, page 5, lines 27 and 28, by striking out all of
28 said lines and inserting

29 (g) Definition.--As used in this section, the term "Act 109
30 of 1994" shall mean the act of December 7,

31 Amend Bill, page 6, by inserting between lines 22 and 23
32 Section 2. Conveyance in the Borough of Lewistown, Mifflin
33 County.

1 (a) Authorization.--The Department of General Services, with
2 the approval of the Governor and the State Fire Commissioner, is
3 hereby authorized on behalf of the Commonwealth of Pennsylvania
4 to grant and convey to Mifflin County a permanent easement from
5 lands of the Commonwealth of Pennsylvania at the State Fire
6 Academy situate in the Borough of Lewistown, Mifflin County, for
7 the purpose of establishing and maintaining a recreational
8 hiking trail, together with appurtenant parking for the benefit
9 of the general public for \$1 and under terms and conditions to
10 be established in an easement agreement.

11 (b) Property description.--The permanent easement to be
12 conveyed pursuant to subsection (a) consists of an area of
13 approximately 1.02-acres, bounded and more particularly
14 described as follows:

15 ALL that certain piece, parcel or lot of land situate in the
16 Borough of Lewistown, County of Mifflin, Commonwealth of
17 Pennsylvania, depicted on a plan prepared by The EADS Group,
18 dated March 2019, as last revised, and being more fully
19 described as follows:

20 BEGINNING at a point along Riverside Drive, THENCE North
21 57°22'17" East, 247.79 feet to a point of non-tangency;

22 THENCE South 85°11'29" East, 166.94 feet to the beginning of
23 a curve concave southerly, said curve has a radius of 65.00
24 feet;

25 THENCE easterly along said curve through a central angle of
26 25°36'54" an arc distance of 29.06 feet to a point of tangency;

27 THENCE South 59°34'35" East, 81.41 feet to the beginning of a
28 non-tangent curve concave southwesterly, said curve has a radius
29 of 42.38 feet, to which a radial line bears North 30°45'54"
30 East;

31 THENCE southeasterly along said curve through a central angle
32 of 71°20'32" an arc distance of 52.77 feet to a point of non-
33 tangency;

34 THENCE South 7°38'35" West, 28.79 feet to a point of non-
35 tangency;

36 THENCE North 65°11'11" East, 72.23 feet to a point of non-
37 tangency; to a shared boundary with now or formerly Mifflin
38 Concrete, Inc, THENCE along that boundary South 46°20'50" East,
39 32.25 feet to a point of non-tangency;

40 THENCE South 65°11'11" West, 96.68 feet to the beginning of a
41 curve concave southeasterly, said curve has a radius of 85.00
42 feet;

43 THENCE southwesterly along said curve through a central angle
44 of 25°30'52" an arc distance of 37.85 feet to a point of
45 tangency;

46 THENCE South 39°40'19" West, 344.42 feet to the beginning of
47 a curve concave southeasterly, said curve has a radius of 85.00
48 feet;

49 THENCE southwesterly along said curve through a central angle
50 of 14°14'23" an arc distance of 21.13 feet to a point of
51 tangency;

1 THENCE South 25°25'56" West, 442.21 feet to a point of non-
2 tangency; to a shared boundary with now or formerly Lowes Home
3 Center, Inc;
4 THENCE along that boundary, North 77°36'20" West, 30.79 feet
5 to a point of non-tangency;
6 THENCE North 25°25'56" East, 449.15 feet to the beginning of
7 a curve concave southeasterly, said curve has a radius of 115.00
8 feet;
9 THENCE northeasterly along said curve through a central angle
10 of 14°14'23" an arc distance of 28.58 feet to a point of
11 tangency;
12 THENCE North 39°40'19" East, 344.42 feet to the beginning of
13 a curve concave southeasterly, said curve has a radius of 115.00
14 feet;
15 THENCE northeasterly along said curve through a central angle
16 of 10°19'14" an arc distance of 20.71 feet to a point of reverse
17 curvature, said curve is concave northwesterly and has a radius
18 of 15.00 feet;
19 THENCE northeasterly along said curve through a central angle
20 of 42°20'58" an arc distance of 11.09 feet to a point of
21 tangency;
22 THENCE North 7°38'35" East, 46.54 feet to the beginning of a
23 non-tangent curve concave westerly and has a radius of 12.38
24 feet, to which a radial line bears South 74°05'35" East;
25 THENCE northerly along said curve through a central angle of
26 74°51'05" an arc distance of 16.18 feet to a point of non-
27 tangency;
28 THENCE North 59°34'35" West, 81.29 feet to the beginning of a
29 curve concave southerly and has a radius of 35.00 feet;
30 THENCE westerly along said curve through a central angle of
31 25°36'54" an arc distance of 15.65 feet to a point of tangency;
32 THENCE North 85°11'29" West, 192.42 feet to a point of non-
33 tangency;
34 THENCE South 32°21'43" East, 21.67 feet to a point of non-
35 tangency;
36 THENCE South 57°22'19" West, 119.98 feet to a point of non-
37 tangency;
38 THENCE North 32°25'08" West, 14.73 feet to a point of non-
39 tangency;
40 THENCE South 57°34'52" West, 89.30 to a point of non-
41 tangency;
42 THENCE North 32°37'41" West, 14.95 feet to the point of
43 beginning.
44 CONTAINING 1.02-acres.
45 The permanent easement is located entirely within the lands
46 known as the State Fire Academy, acquired by an Indenture dated
47 November 13, 1986 from the General State Authority to the
48 Commonwealth of Pennsylvania, acting by and through the
49 Department of General Services, and recorded at the Office of
50 the Recorder of Deeds of Mifflin County at Deed Book 318, Page
51 998.

1 (c) Agreement.--The easement agreement, and any other
2 documents necessary to effectuate the above described
3 conveyance, shall be executed by the Secretary of General
4 Services in the name of the Commonwealth of Pennsylvania.

5 (d) Restrictive covenants.--The easement agreement shall
6 contain a provision that the easement shall be utilized by the
7 grantee, its successors or assigns, solely for the purposes of
8 establishing and maintaining a recreational hiking trail,
9 together with appurtenant parking, for the benefit of the
10 general public and for no other purpose. Should the easement not
11 be utilized for the purposes set forth in this section, the
12 easement shall automatically extinguish.

13 (e) Costs and fees.--Costs and fees incidental to the
14 conveyance described herein shall be borne by the grantee.

15 (f) Expiration.--If the parties have not entered into an
16 easement agreement within two years of the effective date of
17 this act, the authorization contained herein shall expire.

18 Section 3. Conveyance in Shippensburg Township, Cumberland
19 County.

20 (a) Authorization.--The Department of General Services, with
21 the approval of Shippensburg University of Pennsylvania of the
22 State System of Higher Education and the Governor, is authorized
23 on behalf of the Commonwealth of Pennsylvania to grant and
24 convey to the Cumberland Valley Rails to Trails Council a
25 permanent easement from lands of the Commonwealth of
26 Pennsylvania at Shippensburg University of Pennsylvania situate
27 in the Shippensburg Township, Cumberland County, for the purpose
28 of establishing and maintaining a parking lot for the benefit of
29 the general public utilizing the Cumberland Valley Rail Trail
30 for \$1 and under terms and conditions to be established in an
31 easement agreement.

32 (b) Property description.--The permanent easement to be
33 conveyed under subsection (a) consists of approximately 4,352
34 square feet of land, bounded and more particularly described as
35 follows:

36 ALL that certain piece, parcel or lot of land situate on the
37 north side of Fort Street within the lands now or formerly of
38 the Commonwealth of Pennsylvania, Department of General Services
39 (Shippensburg University) in Shippensburg Township, Cumberland
40 County, Pennsylvania and being more fully described as follows:

41 BEGINNING at a concrete monument on the northern right-of-way
42 line of Fort Street where it is intersected by the eastern
43 boundary line of lands of Cumberland Valley Rails to Trails
44 Council; thence along said boundary line N 06°35'32" E a
45 distance of 165.48 feet to a point; thence extending through
46 lands of the Commonwealth of Pennsylvania, Department of General
47 Services (Shippensburg University) S 88°41'17" E a distance of
48 23.03 feet to a point; thence continuing through same S
49 03°09'10" W a distance of 149.06 feet to a point on the northern
50 right-of-way line of Fort Street; thence along said right-of-way
51 line S 66°02'54" W a distance of 37.01 feet to a concrete

1 monument, the point of BEGINNING.

2 CONTAINING 4,352 square feet.

3 (c) Easement agreement.--The easement agreement and any
4 other documents necessary to effectuate the conveyance under
5 this section shall be executed by the Secretary of General
6 Services in the name of the Commonwealth of Pennsylvania.

7 (d) Restrictive covenants.--The easement agreement shall
8 contain a provision that the easement shall be utilized by the
9 grantee, its successors or assigns, solely for the purposes of
10 establishing and maintaining a parking lot for the benefit of
11 the general public utilizing the Cumberland Valley Rail Trail
12 and for no other purpose. Should the easement not be utilized
13 for the purposes specified in this section, the easement shall
14 automatically be extinguished.

15 (e) Costs and fees.--Costs and fees incidental to the
16 conveyance under this section shall be borne by the grantee.

17 (f) Expiration.--In the event that the parties have not
18 entered into an easement agreement within two years of the
19 effective date of this section, the authorization contained in
20 this section shall expire.

21 Amend Bill, page 6, line 23, by striking out "8" and

22 inserting

23 4