

## AN ACT

1 Authorizing the Department of General Services, with the  
2 approval of the Pennsylvania Historical and Museum Commission  
3 and the Governor, to grant and convey to the Fort LeBoeuf  
4 Historical Society certain lands, known as Washington  
5 Monument Park, Judson House and Fort LeBoeuf Museum, situate  
6 in the Borough of Waterford, Erie County.

7 The General Assembly of the Commonwealth of Pennsylvania  
8 hereby enacts as follows:

9 Section 1. Conveyance of Washington Monument Park in the  
10 Borough of Waterford, Erie County.

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

19 (b) Property description.--The property to be conveyed

1 pursuant to subsection (a) consists of approximately 0.104-  
2 acres, including any improvements located thereon, more  
3 particularly described as follows:

4 Tract 1

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

8 BEGINNING at a point fifty (50) feet west of the west line of  
9 High Street and twenty (20) feet north of the north line of  
10 First Alley; thence southwardly, parallel with High Street, four  
11 (4) feet and eight (8) inches to a point; thence eastwardly and  
12 parallel with First Alley, four (4) feet and eight (8) inches to  
13 a point; thence northerly and parallel with High Street, four  
14 (4) feet and eight (8) inches to a point; thence westwardly,  
15 parallel with First Alley, four (4) feet and eight (8) inches to  
16 the place of BEGINNING.

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

21 Tract 2

22 ALL THAT CERTAIN piece or lot of land situated in the Borough  
23 of Waterford, in the County of Erie, and Commonwealth of  
24 Pennsylvania, bounded and described as follows, to wit:

25 COMMENCING at the southeast corner of what is N/F known as  
26 the Eagle Hotel Lot on High Street; thence westwardly along  
27 same, eighty-two and one-half (82 1/2) feet; thence southwardly  
28 along said lot and parallel with High Street, fifty-five (55)  
29 feet to First Alley; thence eastwardly, eighty-two and one-half  
30 (82 1/2) feet to High Street; thence along High Street

1 northwardly, fifty-five (55) feet to the PLACE OF BEGINNING.

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

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

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

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

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

1 the Grantor.

2 (e) Restrictive covenants.--The following restrictive  
3 covenants shall be included in the deed of conveyance:

4 Declaration of Covenants

5 Washington Monument Park

6 Borough of Waterford, Erie County, Pennsylvania

7 I. Covenants.

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

20 b. The provisions of these covenants, hereinafter  
21 expressed as covenants running with the land, are herein  
22 set forth so as to ensure the maintenance and preservation  
23 of the qualities, natural resources and historical  
24 characteristics of Washington Monument Park.

25 II. Standards for Historic Preservation.

26 a. Washington Monument Park shall be maintained and  
27 preserved in accordance with the Secretary of the  
28 Interior's Standards for the Treatment of Historic  
29 Properties.

30 b. No construction, alteration, rehabilitation,

1 remodeling, demolition, site development, ground  
2 disturbance, or other action shall be undertaken or  
3 permitted to said property without the prior written  
4 permission from the Commission.

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

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

13 III. Requirements and Standards for Archaeological  
14 Investigation.

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

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

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

27 IV. Access.

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

1 preservation covenant.

2 V. Right of Reverter.

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

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

12 c. The Commission must specifically approve any waiver  
13 of this provision.

14 VI. Binding in Perpetuity.

15 a. This covenant is binding on FLHS and its successors  
16 in perpetuity.

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

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

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

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

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

1 Section 2. Conveyance of Judson House in the Borough of  
2 Waterford, Erie County.

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

10 (b) Property description.--The property to be conveyed  
11 pursuant to subsection (a) consists of approximately 0.5871  
12 acres, including any improvements located thereon, more  
13 particularly described as follows:

14 Tract 1

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

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

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

28 BEING the same piece or parcel of land conveyed to the  
29 Commonwealth of Pennsylvania, from Frank R. Johnston, et al, by  
30 deed dated July 8, 1949, and recorded in Erie County Deed Book

2 Tract 2

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

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

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

27 BEING Parcel ID #46-9-58-1

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



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

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

18 (e) Restrictive covenants.--The following restrictive  
19 covenants shall be included in the deed of conveyance:

20 Declaration of Covenants

21 Judson House

22 Borough of Waterford, Erie County, Pennsylvania

23 I. Covenants.

24 a. The deed of transfer of this property, which property  
25 shall hereinafter be described in this agreement as "Judson  
26 House," shall contain the following language: "Fort LeBoeuf  
27 Historical Society and its successors, (hereafter referred to  
28 as "FLHS") covenants and agrees to assume responsibility for  
29 the maintenance, preservation, and administration of the  
30 property in a manner that is satisfactory to the Pennsylvania

1 Historical and Museum Commission ("Commission") for a  
2 demonstrable public benefit in perpetuity; under and subject  
3 to the condition that the buildings and lands conveyed herein  
4 shall be accessible to the public."

5 b. The provisions of these covenants, hereinafter expressed  
6 as covenants running with the land, are herein set forth so  
7 as to ensure the maintenance and preservation of the  
8 qualities, natural resources and historical characteristics  
9 of Judson House.

10 II. Standards for Historic Preservation.

11 a. Judson House shall be maintained and preserved in  
12 accordance with the Secretary of the Interior's Standards for  
13 the Treatment of Historic Properties.

14 b. No construction, alteration, rehabilitation, remodeling,  
15 demolition, site development, ground disturbance, or other  
16 action shall be undertaken or permitted to said property  
17 without the prior written permission from the Commission.

18 c. Prior to the commencement of work, FLHS agrees to  
19 notify, in writing, the Commission of all such work on said  
20 property in advance.

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

26 III. Requirements and Standards for Archaeological  
27 Investigation.

28 a. For work that involves ground disturbance, the  
29 Commission may require archaeological investigation, for  
30 which FLHS shall have financial responsibility.

1 b. In the event that archaeological materials are  
2 discovered during ground-disturbing activities, work shall  
3 temporarily cease, and the Commission shall be consulted for  
4 instructions prior to proceeding with the work.

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

9 IV. Access.

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

14 V. Right of Reverter.

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

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

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

26 VI. Binding in Perpetuity.

27 a. This covenant is binding on FLHS and its successors in  
28 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 conditions and  
3 restrictions and to perform the obligations herein set forth.

4 (f) Deed of conveyance.--The deed of conveyance shall be by  
5 Special Warranty Deed and shall be executed by the Secretary of  
6 General Services in the name of the Commonwealth of  
7 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 3. Conveyance of Fort LeBoeuf Museum in the 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, the property being known locally as the Fort LeBoeuf  
21 Museum situate in the Borough of Waterford, Erie County, for \$1.

22 (b) Property description.--The property to be conveyed  
23 pursuant to subsection (a) consists of approximately 1.17-acres,  
24 including any improvements located thereon, more particularly  
25 described as follows:

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

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

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

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

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

29 (e) Restrictive covenants.--The following restrictive  
30 covenants shall be included in the deed of conveyance:

1 Declaration of Covenants

2 Fort LeBoeuf Museum

3 Borough of Waterford, Erie County, Pennsylvania

4 I. Covenants.

5 a. The deed of transfer of this property, which property  
6 shall hereinafter be described in this agreement as "Fort  
7 LeBoeuf Museum," shall contain the following language:

8 "Fort LeBoeuf Historical Society and its successors,  
9 (hereafter referred to as "FLHS") covenants and agrees to  
10 assume responsibility for the maintenance, preservation,  
11 and administration of the property in a manner that is  
12 satisfactory to the Pennsylvania Historical and Museum  
13 Commission ("Commission") for a demonstrable public  
14 benefit in perpetuity; under and subject to the condition  
15 that the buildings and lands conveyed herein shall be  
16 accessible to the public."

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

22 II. Standards for Historic Preservation.

23 a. Fort LeBoeuf Museum shall be maintained and preserved  
24 in accordance with the Secretary of the Interior's  
25 Standards for the Treatment of Historic Properties.

26 b. No construction, alteration, rehabilitation,  
27 remodeling, demolition, site development, ground  
28 disturbance, or other action shall be undertaken or  
29 permitted to said property without the prior written  
30 permission from the Commission.

1 c. Prior to the commencement of work, FLHS agrees to  
2 notify, in writing, the Commission of all such work on  
3 said property in advance.

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

9 III. Requirements and Standards for Archaeological  
10 Investigation.

11 a. For work that involves ground disturbance, the  
12 Commission may require archaeological investigation, for  
13 which FLHS shall have financial responsibility.

14 b. In the event that archaeological materials are  
15 discovered during ground-disturbing activities, work shall  
16 temporarily cease, and the Commission shall be consulted  
17 for instructions prior to proceeding with the work.

18 c. Any archaeological work shall be conducted in  
19 accordance with the Secretary of the Interior's Standards  
20 and Guidelines for Archaeological Documentation (48FR  
21 447344-37) and any such standards and guidelines as the  
22 Commission may specify.

23 IV. Access.

24 a. FLHS shall allow the Commission, at all reasonable  
25 times and upon reasonable advance notice to FLHS, access  
26 to inspect said property to ensure compliance with this  
27 preservation covenant.

28 V. Right of Reverter.

29 a. The deed of conveyance shall contain a clause that  
30 the title to the property shall immediately revert to and

1           revest in the Commonwealth should FLHS sell or transfer  
2           the property or permit the property to be used for any  
3           purpose other than as a museum, or related business and/or  
4           curatorial offices, for any length of time.

5           b.    FLHS may petition the Commission for a waiver of this  
6           provision if a proposed usage would meet the spirit of  
7           this agreement.

8           c.    The Commission must specifically approve any waiver  
9           of this provision.

10  VI.    Binding in Perpetuity.

11          a.    This covenant is binding on FLHS and its successors  
12          in perpetuity.

13          b.    This covenant shall be binding servitude upon the  
14          property and shall be deemed to run with the land.

15          c.    Execution of this covenant shall constitute evidence  
16          that FLHS agrees to be bound by the foregoing conditions  
17          and restrictions and to perform the obligations herein set  
18          forth.

19          (f)  Deed of conveyance.--The deed of conveyance shall be  
20          executed by the Secretary of General Services in the name of the  
21          Commonwealth of Pennsylvania.

22          (g)  Costs and fees.--Costs and fees incidental to this  
23          conveyance shall be borne by the Grantee.

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

27  Section 4.  Effective date.

28          This act shall take effect in 60 days.