
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2095 Session of
2005

INTRODUCED BY OLIVER, BISHOP, MANDERINO, ROEBUCK, YOUNGBLOOD,
JAMES AND BLACKWELL, OCTOBER 21, 2005

REFERRED TO COMMITTEE ON STATE GOVERNMENT, OCTOBER 21, 2005

AN ACT

1 Authorizing and directing the Department of General Services,
2 with the approval of the Governor and the Department of
3 Education, to grant and convey to the Berean Manual Training
4 and Industrial School, also known as the Berean Institute,
5 certain lands situate in the City of Philadelphia,
6 Pennsylvania.

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

9 Section 1. (a) Authorization.--The Department of General
10 Services, with the approval of the Governor and the Department
11 of Education, is authorized and directed on behalf of the
12 Commonwealth of Pennsylvania to grant and convey to the Berean
13 Manual Training and Industrial School, also known as the Berean
14 Institute, a certain tract of land with improvements erected
15 thereon, as described in subsection (b) for one dollar (\$1) and
16 for other good and valuable consideration.

17 (b) Description.--The property to be conveyed pursuant to
18 subsection (a) consists of:

19 ALL THAT CERTAIN lot or piece of ground with the improvements

1 thereon erected, SITUATE in the 29th Ward of the City of
2 Philadelphia, described according to a Survey and Plan of
3 Property made for Redevelopment Authority of the City of
4 Philadelphia by Thomas J. Johnston, Surveyor and Regulator of
5 the 3rd District, dated February 1, 1967, as follows, to wit:

6 BEGINNING at a point of intersection formed by the Easterly
7 side of 20th Street (46 feet wide) and the Northerly side of
8 Girard Avenue (80 feet wide); thence extending North 11 degrees
9 21 minutes East along the said Easterly side of 20th Street, the
10 distance of 121 feet 1 7/8 inches to a point on the Southerly
11 side of South College Avenue (60 feet wide); thence North 83
12 degrees 03 minutes 07 seconds East along the said Southerly side
13 of South College Avenue 155 feet 10 7/8 inches to a point;
14 thence South 6 degrees 56 minutes 53 seconds East, 94 feet 10
15 7/8 inches to a point on the Northerly side of a 3 feet wide
16 alley by deeds, which leads Eastwardly and Westwardly connecting
17 at its Easterly end with a 5 feet wide alley by deeds, which
18 leads Eastwardly; thence South 78 degrees 39 minutes East along
19 the Northerly side of said 3 feet wide alley by deeds and
20 passing through said 5 feet wide alley by deeds 74 feet 9 3/8
21 inches to a point in the bed of said 5 feet wide alley by deeds;
22 thence North 6 degrees 56 minutes 53 seconds West, partly
23 crossing said 5 feet wide alley by deeds 118 feet 4 5/8 inches
24 to a point on the said Southerly side of South College Avenue;
25 thence North 83 degrees 03 minutes 07 seconds East along the
26 said Southerly side of South College Avenue 192 feet 0 inches to
27 a point on the Westerly side of 19th Street (50 feet wide);
28 thence South 11 degrees 21 minutes West along the said Westerly
29 side of 19th Street 252 feet 8 1/8 inches to a point on the said
30 Northerly side of Girard Avenue; thence North 78 degrees 39

1 minutes West along the said Northerly side of Girard Avenue 397
2 feet 8 3/4 inches to a point on the said Easterly side of 20th
3 Street, being the first mentioned point and place of beginning.
4 BEING the same premises which were acquired by the Redevelopment
5 Authority of the City of Philadelphia on December 19, 1966, by
6 condemnation proceedings in the Court of Common Pleas No. 7 of
7 Philadelphia County as of December Term 1966, No. 939.

8 UNDER AND SUBJECT to the following covenants which shall be
9 deemed as covenants running with the land:

10 a. That no person shall be deprived of the right to live in
11 the redevelopment project, or to use any of the facilities
12 therein, by reason of race, creed, color or national origin. The
13 term "redevelopment project" as used in this subparagraph a. is
14 used in the same sense as where used in subsection (a)(1) of
15 Section 11 of the Urban Redevelopment Law.

16 b. That there shall be no discrimination in the use, sale,
17 or lease of any part of the project against any person because
18 of race, color, religion, or national origin. The term "Project"
19 as used in this subparagraph b. is used in the same sense as
20 where used in subsection (a)(8) of Section 11 of the Urban
21 Redevelopment Law.

22 c. The Grantee agrees, for itself, its successors and
23 assigns to or of the property or any part thereof, that the
24 Grantee, its successors and assigns, shall:

25 (i) Devote the property to, and only to and in
26 accordance with, the uses specified in the Urban Renewal
27 Plan, as hereafter amended (and extended) from time to time;

28 (ii) Not discriminate upon the basis of race, color,
29 creed, or national origin in the sale, lease, or rental or in
30 the use or occupancy of the property or any improvements

erected or to be erected thereon, or any part thereof.

d. It is intended and agreed that the agreements and covenants provided in this section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City, and any successor in interest to the Grantee of the Property or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan and the United States (in the case of the covenant provided in Section c(ii) hereof) against the Grantee, its successors and assigns to or of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in clause (c)(i) shall remain in effect until April 18, 1991 (at which time such agreement and covenant shall terminate) and that provided in clauses (a) and (b) and (c)(ii) shall remain in effect without limitations as to time: PROVIDED, that such agreements and covenants shall be binding on the Grantee itself, its successors and assigns, and each party in possession or occupancy, respectively, only for such period as it shall have title to or an interest in or possession or occupancy of the Property or part thereof. In amplification, and not in restriction of, the foregoing, it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided herein, and the United States shall be deemed

1 a beneficiary of the covenant provided in clause (c)(ii) hereof,
2 both for and in their or its own right and also for the purposes
3 of protecting the interest of the community and other parties,
4 public or private, in whose favor or for whose benefit such
5 agreements and covenants have been provided. Such agreements and
6 covenants shall run in favor of the Grantor and the United
7 States, for the entire period during which such agreements and
8 covenants shall be in force and effect, without regard to
9 whether the Grantor or the United States has at any time been,
10 remains, or is an owner of any land or interest therein to or in
11 favor of which such agreements and covenants relate. The Grantor
12 shall have the right, in the event of any breach of any such
13 agreement or covenant, and the United States shall have the
14 right in event of any breach of the covenant provided in clause
15 (c)(ii) hereof, to exercise all the rights and remedies, and to
16 maintain any actions or suits at law or in equity or other
17 proper proceedings to enforce the curing of such breach of
18 agreement or covenant, to which it or any other beneficiaries of
19 such agreement or covenant may be entitled.

20 e. To devote the land in the Project Area to the uses
21 specified therefor in the Redevelopment Plan sometimes known as
22 the "Urban Renewal Plan" and to use said land for the purposes
23 specified in said Plan, and not to devote said land or any part
24 thereof to any other use or use the same for any other purpose,
25 or contrary to any of the limitations or requirements of said
26 Plan, which covenant shall cease and determine at the expiration
27 of 25 years from April 18, 1966. The term "Urban Renewal Plan"
28 as used in these presents means the Urban Renewal Plan for
29 College Avenue Redevelopment Area, Berean Urban Renewal Area,
30 dated April, 1965, and approved by Council of the City of

1 Philadelphia on April 18, 1966, and as thereafter amended.
2 NONE OF THE PROVISIONS of that certain Agreement between the
3 Redevelopment Authority of the City of Philadelphia and the
4 Grantee herein, dated January 13, 1967 and recorded in the
5 Department of Records in and for the City of Philadelphia in
6 Deed Book, C. A. D. No. 909, Page 572 &c., on February 9, 1967
7 shall be or be deemed to be merged into this Deed, or shall be
8 or be deemed to be affected or impaired by the execution of this
9 Deed.

10 Being the same premises which the Redevelopment Authority of the
11 City of Philadelphia, by deed dated February 27, 1968, and
12 recorded in the Office for the Recording of Deeds in and for the
13 County of Philadelphia in Deed Book D - No. 041-page 232,
14 granted and conveyed to the General State Authority.

15 (c) Easements.--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.

23 (d) 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. The
26 deed shall contain a clause that the land herein conveyed shall
27 be used for educational purposes. The deed shall also contain a
28 clause expressly excepting and reserving to Grantor all oil,
29 gas, mineral and gravel rights in accordance with section 2405-
30 A(6) of the act of April 9, 1929 (P.L.177, No.175), known as The

1 Administrative Code of 1929.

2 (e) Costs.--Costs and fees incidental to this conveyance
3 shall be borne by the Grantee.

4 Section 2. This act shall take effect immediately.