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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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HOUSE BILL

No. 1968 Session of  
2015

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INTRODUCED BY CHRISTIANA, APRIL 7, 2016

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REFERRED TO COMMITTEE ON STATE GOVERNMENT, APRIL 7, 2016

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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 Bradford House  
4 Historical Association certain lands situate in the City of  
5 Washington, Washington County.

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

8 Section 1. Conveyance.

9 The Department of General Services, with the approval of the  
10 Pennsylvania Historical and Museum Commission and the Governor,  
11 is hereby authorized on behalf of the Commonwealth to grant and  
12 convey to the Bradford House Historical Association certain  
13 lands and any improvements thereon described under section 2,  
14 the property being known locally as the historic David Bradford  
15 House, situate in the City of Washington, Washington County, for  
16 \$1.

17 Section 2. Property description.

18 The property to be conveyed under section 1 consists of two  
19 parcels of land containing 0.29 acres, including any  
20 improvements located thereon, situate in the First Ward of the

1 City of Washington, Washington County, more particularly  
2 described as follows:

3 Parcel No. 710-002-00-02-0013-00

4 ALL THAT CERTAIN lot or parcel of land situate in the First  
5 Ward of the City of Washington, Washington County, Pennsylvania,  
6 and shown upon a plan entitled Survey of Bradford House  
7 Property, prepared by Engelhardt-Power & Associates, Inc.,  
8 Washington, Pennsylvania, Drawing No. C-2711, dated August 1999;  
9 bounded and described as follows:

10 BEGINNING at a point on South Main Street on the line  
11 dividing the property herein conveyed and property N/F Kenneth  
12 R. and Sandra K. Dyson; thence along the Western line of South  
13 Main Street, South  $11^{\circ} 38'$  East a distance of 18.36 feet to a  
14 point on the line dividing the lot hereby conveyed and property  
15 of the Commonwealth of Pennsylvania; thence along the line of  
16 said land South  $78^{\circ} 22'$  West a distance of 100 feet to a point  
17 marked by a railroad spike; thence continuing along said land  
18 North  $11^{\circ} 38'$  West a distance of 5 feet to an iron pipe; thence  
19 continuing along said land, South  $78^{\circ} 22'$  West a distance of 142  
20 feet to a point on line dividing the property hereby conveyed  
21 and lot N/F of John T. and Rose Luongo; thence along the line of  
22 the lot of the said John T. and Rose Luongo North  $11^{\circ} 38'$  West a  
23 distance of 13.36 feet to a point on line dividing the lot  
24 hereby conveyed and property N/F Kenneth R. and Sandra K. Dyson;  
25 thence by the line of said property North  $78^{\circ} 22'$  East a  
26 distance of 242 feet to a point on South Main Street, the place  
27 of BEGINNING.

28 CONTAINING 0.08 acres.

29 BEING the same piece or parcel of land conveyed to the  
30 General State Authority from Coen Oil Company by deed dated

1 April 3, 1963 and recorded April 5, 1963 in the Office of the  
2 Recorder of Deeds of Washington County, Pennsylvania, in Deed  
3 Book 1149, Page 289. The Department of General Services is the  
4 successor to the General State Authority pursuant to Act 45 of  
5 1975.

6 TOGETHER with easements and rights of way fully set forth in  
7 the deed to the Commonwealth of Pennsylvania, of record, recited  
8 in Deed Book 1149, Page 289, and which are as follows:

9 The free and uninterrupted use, liberty and privilege of, and  
10 passage in, along, over and upon a certain alley or passageway  
11 of the width of ten feet, extending from Strawberry Alley to the  
12 line of lot formerly owned by Charles W. McWreath, and being the  
13 same easement or right of way granted and conveyed to Gennie E.  
14 Wilson (predecessor in title of the said Charlotta W. Wilson),  
15 by Rachel M. Henderson, by deed dated April 11, 1895 and  
16 recorded in said Recorder's Office in Deed Book 200, at Page 68.

17 The free and uninterrupted use, liberty and privilege of, and  
18 passage in, along and over, a strip of ground fifteen feet in  
19 width at the Western end of the lot of ground lying to the North  
20 of the premises herein conveyed, N/F owned by First Federal  
21 Savings and Loan Association of Washington, which said fifteen  
22 foot strip of ground extends from the Northern line of the  
23 Western end of the lot herein conveyed, to the Northern line of  
24 said lot N/F owned by First Federal Savings & Loan Association,  
25 where the Northern line of the N/F First Federal Savings & Loan  
26 Association's lot adjoins a private alley leading from  
27 Strawberry Alley to the lot of said First Federal Savings & Loan  
28 Association; together with free ingress, egress and regress to  
29 and for George F. Brink and Jay R. Brink, his wife, their heirs  
30 and assigns, their tenants and under-tenants, lessees, occupiers

1 or possessors of the lot hereinabove conveyed, at all times and  
2 seasons forever hereafter, into, along, over and out of the said  
3 fifteen foot strip of ground, in common with the said First  
4 Federal Savings & Loan Association of Washington, its successors  
5 and assigns, its tenants or occupiers. The right of way or  
6 passage in and over the premises last above described is the  
7 same granted and conveyed to the said Charlotta W. Wilson by  
8 Gennie E. Wilson, widow, by deed dated April 24, 1936 and  
9 recorded in said Recorder's Office in Deed Book 603, at Page  
10 610.

11 The premises above described are subject to all the  
12 exceptions, reservations, restrictions, covenants, conditions  
13 and limitations set forth and contained in an Article of  
14 Agreement entered into between First Federal Savings & Loan  
15 Association of Washington and Charlotta W. Wilson, dated April  
16 1, 1946, in Deed Book 711, Page 595.

17 The property mentioned in above easements and rights of way  
18 as being the property of First Federal Savings and Loan  
19 Association is N/F owned by Charles W. McWreath by deed from  
20 First Federal Savings and Loan Association dated August 10,  
21 1946, and recorded in Deed Book 706, Page 348.

22 Parcel No. 710-002-00-02-0014-00

23 ALL THAT CERTAIN lot or parcel of land situate in the First  
24 Ward of the City of Washington, Washington County, Pennsylvania,  
25 and shown upon a plan entitled Survey of Bradford House  
26 Property, prepared by Engelhardt-Power & Associates, Inc.,  
27 Drawing No. C-2711, dated August 1999; bounded and described as  
28 follows:

29 BEGINNING at a point on South Main Street, on the line  
30 dividing the property hereby conveyed and property of the

1 Commonwealth of Pennsylvania; thence along said South Main  
2 Street South 11° 38' East, 35.0 feet to a point; thence South  
3 78° 22' West, 242 feet to an existing railroad spike set; thence  
4 North 11° 38' West 40 feet to a point on the line dividing the  
5 lot hereby conveyed and property of the Commonwealth of  
6 Pennsylvania; thence along the same North 78° 22' East 142.0  
7 feet to a point; thence by the same South 11° 38' East 5.0 feet  
8 to a point; thence by same North 78° 22' East 100 feet to a  
9 point on South Main Street the place of BEGINNING.

10 CONTAINING 0.21 acres.

11 BEING the same piece or parcel of land conveyed by Charles W.  
12 McWreath and Laurabelle McWreath, husband and wife, to the  
13 Commonwealth of Pennsylvania by deed dated August 17, 1959 and  
14 recorded in the Office of the Recorder of Deeds of Washington  
15 County, Pennsylvania, in Deed Book 1055, Page 252.

16 TOGETHER with the free and uninterrupted right of way into,  
17 upon, over, along and through an alley or passageway on the  
18 south side of the premises above described, which said right of  
19 way was originally created under an Agreement of Sale for a lot  
20 adjoining the premises above described, entered into between  
21 Hugh Wilson, (predecessor in title of the said Anne Finn  
22 Sutter), and Alexander Sweeney, dated June 30, 1826, and of  
23 record in said Recorder's Office in Deed Book P, Volume 2, Page  
24 373. The said agreement provided that the alley on the north  
25 side of the lot therein referred to "and between it and Blaine's  
26 lot", (the latter being the lot above described), was "to remain  
27 as it is for the use and benefit of the adjoining lots  
28 forever". The said Hugh Wilson having died without carrying out  
29 the terms of said written agreement, the Executors of the said  
30 Hugh Wilson presented a petition to the Court of Common Pleas of

1 Washington County, asking for leave to prove said contract and  
2 for leave to execute a deed to the said Alexander Sweeney,  
3 conveying the property mentioned in said contract. On December  
4 26, 1832, the Court, after considering said petition, ordered  
5 and decreed that Isaac Leet, John K. Wilson and John Marshel,  
6 Executors of said Hugh Wilson, should make and execute a deed to  
7 the said Alexander Sweeney for the premises described in said  
8 contract. The said Executors, pursuant to said Order and  
9 Decree, on the 31st day of December, 1832, executed and  
10 delivered a deed conveying said premises to said Alexander  
11 Sweeney, which deed is recorded in Deed Book Q, Volume 2, Page  
12 85, and in said deed it was provided that the "alley" on the  
13 north side of the lot thereby conveyed "and between it and  
14 Blaine's lot", (the premises above described and conveyed),  
15 should remain as it then was for the use and benefit of the  
16 adjoining lots forever.

17 Section 3. Requirement for conveyance.

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

26 Section 4. Condition.

27 Any conveyance authorized under this act shall be made under  
28 and subject to the condition, which shall be contained in the  
29 deed of conveyance, that no portion of the property conveyed  
30 shall be used as a licensed facility, as defined under 4 Pa.C.S.

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

8 Section 5. Restrictive covenants.

9 The following restrictive covenants shall be included in the  
10 deed of conveyance:

11 Declaration of Restrictive Covenants for Historic Preservation

12 David Bradford House

13 City of Washington, Washington County, Pennsylvania

14 (1) Covenants. In consideration of the conveyance of the  
15 aforementioned real property, Grantee covenants and agrees for  
16 itself, its heirs, administrators, successors, and assigns that  
17 the said herein conveyed property shall be subject to the  
18 following historic preservation restrictions, and shall do or  
19 refrain from doing with respect to the subject property all acts  
20 required or prohibited by the following preservation  
21 restrictions:

22 (A) Maintenance and Preservation. The David  
23 Bradford House shall be maintained and preserved  
24 as a historic site accessible by the public and  
25 for a demonstrable public benefit with  
26 maintenance and preservation standards acceptable  
27 to the Pennsylvania Historical and Museum  
28 Commission.

29 (B) Historic Structures. The David Bradford  
30 House, historic structures and buildings that

1           comprise the property shall be maintained and  
2           preserved in accordance with the Secretary of the  
3           Interior's Standards for the Treatment of  
4           Historic Properties.

5           (C) Landscape. The landscape of the David  
6 Bradford House shall be preserved in a manner  
7 consistent with the historic characteristics of the  
8 subject property and shall not be used in any manner  
9 that would impair or interfere with the historic  
10 interpretation of the subject property.

11           (D) Prohibited Uses. No construction,  
12 alteration, rehabilitation, remodeling, demolition,  
13 site development, ground disturbance, removal of  
14 buildings, addition of buildings, or use inconsistent  
15 with this covenant, or any other action, shall be  
16 undertaken or permitted to the subject property  
17 without the prior written approval of the  
18 Pennsylvania Historical and Museum Commission.

19           (E) Alterations/Modifications/Repairs. With the  
20 prior written approval of the Pennsylvania Historical  
21 and Museum Commission, alterations, modifications,  
22 repairs or other work may be permitted to the subject  
23 property, provided:

24           (I) Notice. Timely notice shall be afforded  
25 to the Commission in advance of any such  
26 requested work on the subject property.

27           (II) Time. The Commission shall have 45 days  
28 from the date of receipt of such notice to review  
29 and approve the requested work in writing.

30           Consent shall be implied if the Commission does



1 not issue a written response approving the  
2 request.

3 (F) Archeology and Other Ground Disturbing  
4 Activities. Mining, excavating, dredging or removing  
5 from the subject property any natural resource which  
6 removal would alter the historic value of the  
7 property is prohibited without the prior written  
8 approval of the Commission. Archeological  
9 investigation may be required by the Commission for  
10 any ground disturbing work and Grantee shall bear  
11 full financial responsibility for any such work. The  
12 following shall apply:

13 (I) Archeological discoveries. In the event  
14 archeological materials are discovered during any  
15 ground disturbing activities, work shall  
16 temporarily cease and the Commission shall be  
17 consulted for guidance and direction before  
18 ground disturbing work may continue.

19 (II) Standards for Archeology. Any  
20 archeological work conducted on the subject  
21 property shall be performed in accordance with  
22 the Secretary of the Interior's Standards and  
23 Guidelines for Archeological Documentation and  
24 any further standards and guidelines the  
25 Commission may require.

26 (2) Inspection and Compliance. The Commonwealth of  
27 Pennsylvania, by and through the Pennsylvania Historical and  
28 Museum Commission, reserves the right to enforce these  
29 preservation restrictions and shall, at all reasonable times  
30 and upon reasonable notice, have access to the subject

1 property for purposes of inspection and compliance with these  
2 historic preservation restrictions.

3 (3) Right of Reverter. The Commonwealth of Pennsylvania, by  
4 and through the Pennsylvania Historical and Museum Commission,  
5 hereby reserves for itself, heirs, successors and assigns, a  
6 right of reverter on the David Bradford House, which shall  
7 revert to and reinvest in the Commonwealth by operation of law  
8 should any sale, transfer, or use of the David Bradford House be  
9 inconsistent with or in violation of the restrictions contained  
10 herein. The Commission may waive this provision provided Grantee  
11 petitions the Commission, in writing, for such waiver.

12 (4) Exclusion. The Grantee agrees that the Commonwealth of  
13 Pennsylvania, by and through any of its agencies, in no way  
14 assumes any obligation whatsoever for maintaining, repairing, or  
15 administering the subject property covered by these restrictive  
16 covenants for historic preservation.

17 (5) Duration. These restrictive covenants for historic  
18 preservation shall be binding in perpetuity on Grantee, its  
19 heirs, administrators, successors, and assigns and shall be  
20 applicable to both the land and buildings and shall be deemed to  
21 run with the land.

22 Section 6. Execution.

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

26 Section 7. Costs and fees.

27 Costs and fees incidental to the conveyance authorized under  
28 this act shall be borne by the grantee.

29 Section 8. Expiration.

30 If the conveyance authorized under this act is not

1 effectuated within one year of the effective date of this act,  
2 the authority provided under this act shall expire.

3 Section 9. Effective date.

4 This act shall take effect immediately.