

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1968 Session of 2015

INTRODUCED BY CHRISTIANA AND NEUMAN, APRIL 7, 2016

AS REPORTED FROM COMMITTEE ON STATE GOVERNMENT, HOUSE OF REPRESENTATIVES, AS AMENDED, SEPTEMBER 21, 2016

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; AND TO GRANT AND CONVEY, AT A <--
6 PRICE TO BE DETERMINED THROUGH A COMPETITIVE BID PROCESS,
7 CERTAIN LANDS, BUILDINGS AND IMPROVEMENTS SITUATE IN SOUTH
8 STRABANE TOWNSHIP, WASHINGTON COUNTY.

9 The General Assembly of the Commonwealth of Pennsylvania
10 hereby enacts as follows:

11 ~~Section 1. Conveyance.~~ <--

12 ~~The Department of General Services, with the approval of the~~
13 SECTION 1. CONVEYANCE IN CITY OF WASHINGTON, WASHINGTON COUNTY. <--

14 (A) AUTHORIZATION.--THE DEPARTMENT OF GENERAL SERVICES, WITH
15 THE APPROVAL OF THE Pennsylvania Historical and Museum
16 Commission and the Governor, is hereby authorized on behalf of
17 the Commonwealth to grant and convey to the Bradford House
18 Historical Association certain lands and any improvements
19 thereon described under ~~section 2~~ SUBSECTION (B), the property <--
20 being known locally as the historic David Bradford House,
21 situate in the City of Washington, Washington County, for \$1.

1 ~~Section 2. Property description.~~ <--

2 (B) PROPERTY DESCRIPTION.--The property to be conveyed under <--

3 ~~section 1~~ THIS SECTION consists of two parcels of land <--

4 containing 0.29 acres, including any improvements located
5 thereon, situate in the First Ward of the City of Washington,
6 Washington County, more particularly described as follows:

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

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

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

1 of BEGINNING.

2 CONTAINING 0.08 acres.

3 BEING the same piece or parcel of land conveyed to the
4 General State Authority from Coen Oil Company by deed dated
5 April 3, 1963 and recorded April 5, 1963 in the Office of the
6 Recorder of Deeds of Washington County, Pennsylvania, in Deed
7 Book 1149, Page 289. The Department of General Services is the
8 successor to the General State Authority pursuant to Act 45 of
9 1975.

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

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

21 The free and uninterrupted use, liberty and privilege of, and
22 passage in, along and over, a strip of ground fifteen feet in
23 width at the Western end of the lot of ground lying to the North
24 of the premises herein conveyed, N/F owned by First Federal
25 Savings and Loan Association of Washington, which said fifteen
26 foot strip of ground extends from the Northern line of the
27 Western end of the lot herein conveyed, to the Northern line of
28 said lot N/F owned by First Federal Savings & Loan Association,
29 where the Northern line of the N/F First Federal Savings & Loan
30 Association's lot adjoins a private alley leading from

1 Strawberry Alley to the lot of said First Federal Savings & Loan
2 Association; together with free ingress, egress and regress to
3 and for George F. Brink and Jay R. Brink, his wife, their heirs
4 and assigns, their tenants and under-tenants, lessees, occupiers
5 or possessors of the lot hereinabove conveyed, at all times and
6 seasons forever hereafter, into, along, over and out of the said
7 fifteen foot strip of ground, in common with the said First
8 Federal Savings & Loan Association of Washington, its successors
9 and assigns, its tenants or occupiers. The right of way or
10 passage in and over the premises last above described is the
11 same granted and conveyed to the said Charlotta W. Wilson by
12 Gennie E. Wilson, widow, by deed dated April 24, 1936 and
13 recorded in said Recorder's Office in Deed Book 603, at Page
14 610.

15 The premises above described are subject to all the
16 exceptions, reservations, restrictions, covenants, conditions
17 and limitations set forth and contained in an Article of
18 Agreement entered into between First Federal Savings & Loan
19 Association of Washington and Charlotta W. Wilson, dated April
20 1, 1946, in Deed Book 711, Page 595.

21 The property mentioned in above easements and rights of way
22 as being the property of First Federal Savings and Loan
23 Association is N/F owned by Charles W. McWreath by deed from
24 First Federal Savings and Loan Association dated August 10,
25 1946, and recorded in Deed Book 706, Page 348.

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

27 ALL THAT CERTAIN lot or parcel of land situate in the First
28 Ward of the City of Washington, Washington County, Pennsylvania,
29 and shown upon a plan entitled Survey of Bradford House
30 Property, prepared by Engelhardt-Power & Associates, Inc.,

1 Drawing No. C-2711, dated August 1999; bounded and described as
2 follows:

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

14 CONTAINING 0.21 acres.

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

20 TOGETHER with the free and uninterrupted right of way into,
21 upon, over, along and through an alley or passageway on the
22 south side of the premises above described, which said right of
23 way was originally created under an Agreement of Sale for a lot
24 adjoining the premises above described, entered into between
25 Hugh Wilson, (predecessor in title of the said Anne Finn
26 Sutter), and Alexander Sweeney, dated June 30, 1826, and of
27 record in said Recorder's Office in Deed Book P, Volume 2, Page
28 373. The said agreement provided that the alley on the north
29 side of the lot therein referred to "and between it and Blaine's
30 lot", (the latter being the lot above described), was "to remain

1 as it is for the use and benefit of the adjoining lots
2 forever". The said Hugh Wilson having died without carrying out
3 the terms of said written agreement, the Executors of the said
4 Hugh Wilson presented a petition to the Court of Common Pleas of
5 Washington County, asking for leave to prove said contract and
6 for leave to execute a deed to the said Alexander Sweeney,
7 conveying the property mentioned in said contract. On December
8 26, 1832, the Court, after considering said petition, ordered
9 and decreed that Isaac Leet, John K. Wilson and John Marshel,
10 Executors of said Hugh Wilson, should make and execute a deed to
11 the said Alexander Sweeney for the premises described in said
12 contract. The said Executors, pursuant to said Order and
13 Decree, on the 31st day of December, 1832, executed and
14 delivered a deed conveying said premises to said Alexander
15 Sweeney, which deed is recorded in Deed Book Q, Volume 2, Page
16 85, and in said deed it was provided that the "alley" on the
17 north side of the lot thereby conveyed "and between it and
18 Blaine's lot", (the premises above described and conveyed),
19 should remain as it then was for the use and benefit of the
20 adjoining lots forever.

21 ~~Section 3. Requirement for conveyance.~~ <--

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

1 ~~Section 4. Condition.~~ <--

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

14 ~~Section 5. Restrictive covenants.~~ <--

15 (E) RESTRICTIVE COVENANTS.--The following restrictive <--
16 covenants shall be included in the deed of conveyance:

17 Declaration of Restrictive Covenants for Historic Preservation

18 David Bradford House

19 City of Washington, Washington County, Pennsylvania

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

28 ~~(A) Maintenance and Preservation. The David <--~~
29 ~~Bradford House shall be maintained and preserved~~
30 ~~as a historic site accessible by the public and~~

1 ~~for a demonstrable public benefit with~~
2 ~~maintenance and preservation standards acceptable~~
3 ~~to the Pennsylvania Historical and Museum~~
4 ~~Commission.~~

5 ~~(B) Historic Structures. The David Bradford~~
6 ~~House, historic structures and buildings that~~
7 ~~comprise the property shall be maintained and~~
8 ~~preserved in accordance with the Secretary of the~~
9 ~~Interior's Standards for the Treatment of~~
10 ~~Historic Properties.~~

11 (A) MAINTENANCE AND PRESERVATION. THE DAVID <--
12 BRADFORD HOUSE SHALL BE MAINTAINED AND PRESERVED AS A
13 HISTORIC SITE ACCESSIBLE BY THE PUBLIC AND FOR A
14 DEMONSTRABLE PUBLIC BENEFIT WITH MAINTENANCE AND
15 PRESERVATION STANDARDS ACCEPTABLE TO THE PENNSYLVANIA
16 HISTORICAL AND MUSEUM COMMISSION.

17 (B) HISTORIC STRUCTURES. THE DAVID BRADFORD
18 HOUSE, HISTORIC STRUCTURES AND BUILDINGS THAT
19 COMPRISE THE PROPERTY SHALL BE MAINTAINED AND
20 PRESERVED IN ACCORDANCE WITH THE SECRETARY OF THE
21 INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC
22 PROPERTIES.

23 (C) Landscape. The landscape of the David
24 Bradford House shall be preserved in a manner
25 consistent with the historic characteristics of the
26 subject property and shall not be used in any manner
27 that would impair or interfere with the historic
28 interpretation of the subject property.

29 (D) Prohibited Uses. No construction,
30 alteration, rehabilitation, remodeling, demolition,

1 site development, ground disturbance, removal of
2 buildings, addition of buildings, or use inconsistent
3 with this covenant, or any other action, shall be
4 undertaken or permitted to the subject property
5 without the prior written approval of the
6 Pennsylvania Historical and Museum Commission.

7 (E) Alterations/Modifications/Repairs. With the
8 prior written approval of the Pennsylvania Historical
9 and Museum Commission, alterations, modifications,
10 repairs or other work may be permitted to the subject
11 property, provided:

12 (I) Notice. Timely notice shall be afforded
13 to the Commission in advance of any such
14 requested work on the subject property.

15 (II) Time. The Commission shall have 45 days
16 from the date of receipt of such notice to review
17 and approve the requested work in writing.
18 Consent shall be implied if the Commission does
19 not issue a written response approving the
20 request.

21 (F) Archeology and Other Ground Disturbing
22 Activities. Mining, excavating, dredging or removing
23 from the subject property any natural resource which
24 removal would alter the historic value of the
25 property is prohibited without the prior written
26 approval of the Commission. Archeological
27 investigation may be required by the Commission for
28 any ground disturbing work and Grantee shall bear
29 full financial responsibility for any such work. The
30 following shall apply:

1 (I) Archeological discoveries. In the event
2 archeological materials are discovered during any
3 ground disturbing activities, work shall
4 temporarily cease and the Commission shall be
5 consulted for guidance and direction before
6 ground disturbing work may continue.

7 (II) Standards for Archeology. Any
8 archeological work conducted on the subject
9 property shall be performed in accordance with
10 the Secretary of the Interior's Standards and
11 Guidelines for Archeological Documentation and
12 any further standards and guidelines the
13 Commission may require.

14 ~~(2) Inspection and Compliance. The Commonwealth of <--~~
15 ~~Pennsylvania, by and through the Pennsylvania Historical and~~
16 ~~Museum Commission, reserves the right to enforce these~~
17 ~~preservation restrictions and shall, at all reasonable times~~
18 ~~and upon reasonable notice, have access to the subject~~
19 ~~property for purposes of inspection and compliance with these~~
20 ~~historic preservation restrictions.~~

21 (2) INSPECTION AND COMPLIANCE. THE COMMONWEALTH OF <--
22 PENNSYLVANIA, BY AND THROUGH THE PENNSYLVANIA HISTORICAL AND
23 MUSEUM COMMISSION, RESERVES THE RIGHT TO ENFORCE THESE
24 PRESERVATION RESTRICTIONS AND SHALL, AT ALL REASONABLE TIMES AND
25 UPON REASONABLE NOTICE, HAVE ACCESS TO THE SUBJECT PROPERTY FOR
26 PURPOSES OF INSPECTION AND COMPLIANCE WITH THESE HISTORIC
27 PRESERVATION RESTRICTIONS.

28 (3) Right of Reverter. The Commonwealth of Pennsylvania, by
29 and through the Pennsylvania Historical and Museum Commission,
30 hereby reserves for itself, heirs, successors and assigns, a

1 right of reverter on the David Bradford House, which shall
2 revert to and reinvest in the Commonwealth by operation of law
3 should any sale, transfer, or use of the David Bradford House be
4 inconsistent with or in violation of the restrictions contained
5 herein. The Commission may waive this provision provided Grantee
6 petitions the Commission, in writing, for such waiver.

7 (4) Exclusion. The Grantee agrees that the Commonwealth of
8 Pennsylvania, by and through any of its agencies, in no way
9 assumes any obligation whatsoever for maintaining, repairing, or
10 administering the subject property covered by these restrictive
11 covenants for historic preservation.

12 (5) Duration. These restrictive covenants for historic
13 preservation shall be binding in perpetuity on Grantee, its
14 heirs, administrators, successors, and assigns and shall be
15 applicable to both the land and buildings and shall be deemed to
16 run with the land.

17 ~~Section 6. Execution.~~ <--

18 (F) EXECUTED.--The deed of conveyance shall be executed by <--
19 the Secretary of General Services in the name of the
20 Commonwealth of Pennsylvania.

21 ~~Section 7. Costs and fees.~~ <--

22 (G) COSTS AND FEES.--Costs and fees incidental to the <--
23 conveyance authorized under this ~~act~~ SECTION shall be borne by <--
24 the grantee.

25 ~~Section 8. Expiration.~~ <--

26 (H) EXPIRATION.--If the conveyance authorized under this ~~act~~ <--
27 SECTION is not effectuated within one year of the effective date <--
28 of this ~~act~~ SECTION, the authority provided under this ~~act~~ <--
29 SECTION shall expire. <--

30 SECTION 2. CONVEYANCE IN SOUTH STRABANE TOWNSHIP, WASHINGTON <--

1 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 OF PENNSYLVANIA TO GRANT AND CONVEY, AT A PRICE
5 TO BE DETERMINED THROUGH A COMPETITIVE BIDDING PROCESS, THE
6 TRACT OF LAND TOGETHER WITH ANY BUILDINGS, STRUCTURES OR
7 IMPROVEMENTS THEREON DESCRIBED IN SUBSECTION (B), SITUATE IN
8 SOUTH STRABANE TOWNSHIP, WASHINGTON COUNTY.

9 (B) PROPERTY DESCRIPTION.--THE PROPERTY TO BE CONVEYED UNDER
10 THIS SECTION CONSISTS OF A TRACT OF LAND TOTALING APPROXIMATELY
11 3.0-ACRES, INCLUDING ANY AND ALL IMPROVEMENTS LOCATED THEREON,
12 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

13 ALL THAT CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SOUTH
14 STRABANE TOWNSHIP, WASHINGTON COUNTY, PENNSYLVANIA, BOUNDED AND
15 DESCRIBED AS FOLLOWS:

16 BEGINNING AT A POINT IN THE CENTER LINE OF MURTLAND AVENUE,
17 9.64 FEET, SOUTHWARDLY, FROM THE PRESENT CORNER OF PROPERTY OF
18 THE COMMONWEALTH OF PENNSYLVANIA, AND ALSO IN THE LINE OF ITS
19 WESTERN BOUNDARY LINE; THENCE CROSSING A PART OF MURTLAND AVENUE
20 AND BY THE PROPERTY OF THE COMMONWEALTH, NORTH 0°19'44" WEST,
21 FOR A DISTANCE OF 509.64 FEET, TO A CONCRETE MONUMENT; THENCE BY
22 PROPERTY OF THE PARTIES OF THE FIRST PART, THE FOLLOWING COURSES
23 AND DISTANCES, SOUTH 84°16'30" WEST FOR A DISTANCE OF 100.00
24 FEET TO A POINT; THENCE NORTH 87°14' WEST FOR A DISTANCE OF
25 120.56 FEET TO A POINT; THENCE NORTH 84°38' WEST FOR A DISTANCE
26 OF 36.56 FEET TO A POINT; THENCE SOUTH 0°19'44" EAST FOR A
27 DISTANCE OF 509.64 FEET TO THE CENTER LINE OF MURTLAND AVENUE;
28 THENCE BY THE SAME, USING CHORDS INSTEAD OF ARCS OF A CIRCLE,
29 SOUTH 84°36' EAST FOR A DISTANCE OF 56.68 FEET; THENCE SOUTH
30 67°14' EAST FOR A DISTANCE OF 120.56 FEET; THENCE NORTH

1 84°16'30" EAST FOR A DISTANCE OF 100.00 FEET, TO THE PLACE OF
2 BEGINNING.

3 CONTAINING 3.00 ACRES, ACCORDING TO A SURVEY MADE BY H. H.
4 STREATOR, ENGINEER, IN JANUARY, 1946.

5 (C) EASEMENTS.--THE CONVEYANCE UNDER THIS SECTION SHALL BE
6 MADE UNDER AND SUBJECT TO ALL LAWFUL AND ENFORCEABLE EASEMENTS,
7 SERVICITUDES AND RIGHTS OF OTHERS, INCLUDING, BUT NOT CONFINED TO,
8 STREETS, ROADWAYS AND RIGHTS OF ANY TELEPHONE, TELEGRAPH, WATER,
9 ELECTRIC, GAS OR PIPELINE COMPANIES, AS WELL AS UNDER AND
10 SUBJECT TO ANY LAWFUL AND ENFORCEABLE ESTATES OR TENANCIES
11 VESTED IN THIRD PERSONS APPEARING OF RECORD, FOR ANY PORTION OF
12 THE LAND OR IMPROVEMENTS ERECTED THEREON.

13 (D) EXECUTION OF DEED.--THE DEED OF CONVEYANCE SHALL BE
14 EXECUTED BY THE SECRETARY OF GENERAL SERVICES IN THE NAME OF THE
15 COMMONWEALTH OF PENNSYLVANIA.

16 (E) DEPOSIT OF PROCEEDS.--THE PROCEEDS FROM THE SALE SHALL
17 BE DEPOSITED IN THE GENERAL FUND.

18 Section 9 3. Effective date.

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19 This act shall take effect immediately.