

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1968 Session of 2015

INTRODUCED BY CHRISTIANA AND NEUMAN, APRIL 7, 2016

AS AMENDED ON SECOND CONSIDERATION, HOUSE OF REPRESENTATIVES, SEPTEMBER 28, 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-; AND AUTHORIZING THE <--
9 DEPARTMENT OF GENERAL SERVICES, WITH THE APPROVAL OF THE
10 DEPARTMENT OF MILITARY AND VETERANS AFFAIRS AND THE GOVERNOR,
11 TO GRANT AND CONVEY TO THE SALVATION ARMY, OR ITS SUCCESSORS
12 OR ASSIGNS, CERTAIN LANDS, BUILDINGS AND IMPROVEMENTS SITUATE
13 IN THE BOROUGH OF EAST STROUDSBURG, MONROE COUNTY.

14 The General Assembly of the Commonwealth of Pennsylvania
15 hereby enacts as follows:

16 Section 1. Conveyance in City of Washington, Washington County.

17 (a) Authorization.--The Department of General Services, with
18 the approval of the Pennsylvania Historical and Museum
19 Commission and the Governor, is hereby authorized on behalf of
20 the Commonwealth to grant and convey to the Bradford House
21 Historical Association certain lands and any improvements
22 thereon described under subsection (b), the property being known
23 locally as the historic David Bradford House, situate in the

1 City of Washington, Washington County, for \$1.

2 (b) Property description.--The property to be conveyed under
3 this section consists of two parcels of land containing 0.29
4 acres, including any improvements located thereon, situate in
5 the First Ward of the City of Washington, Washington County,
6 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 (c) Requirement for conveyance.--The conveyance under this
22 section shall be made under and subject to all lawful and
23 enforceable easements, servitudes and rights of others,
24 including, but not confined to, streets, roadways and rights of
25 any telephone, telegraph, water, electric, gas or pipeline
26 companies, as well as under and subject to any lawful and
27 enforceable estates or tenancies vested in third persons
28 appearing of record, for any portion of the land or improvements
29 erected thereon.

30 (d) Condition.--Any conveyance authorized under this section

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

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

14 Declaration of Restrictive Covenants for Historic Preservation
15 David Bradford House

16 City of Washington, Washington County, Pennsylvania

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

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

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

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

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

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

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

29 (II) Time. The Commission shall have 45 days
30 from the date of receipt of such notice to review

1 and approve the requested work in writing.
2 Consent shall be implied if the Commission does
3 not issue a written response approving the
4 request.

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

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

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

28 (2) Inspection and Compliance. The Commonwealth of
29 Pennsylvania, by and through the Pennsylvania Historical and
30 Museum Commission, reserves the right to enforce these

1 preservation restrictions and shall, at all reasonable times and
2 upon reasonable notice, have access to the subject property for
3 purposes of inspection and compliance with these historic
4 preservation restrictions.

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

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

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

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

27 (g) Costs and fees.--Costs and fees incidental to the
28 conveyance authorized under this section shall be borne by the
29 grantee.

30 (h) Expiration.--If the conveyance authorized under this

1 section is not effectuated within one year of the effective date
2 of this section, the authority provided under this section shall
3 expire.

4 Section 2. Conveyance in South Strabane Township, Washington
5 County.

6 (a) Authorization.--The Department of General Services, with
7 the approval of the Governor, is hereby authorized on behalf of
8 the Commonwealth of Pennsylvania to grant and convey, at a price
9 to be determined through a competitive bidding process, the
10 tract of land together with any buildings, structures or
11 improvements thereon described in subsection (b), situate in
12 South Strabane Township, Washington County.

13 (b) Property description.--The property to be conveyed under
14 this section consists of a tract of land totaling approximately
15 3.0-acres, including any and all improvements located thereon,
16 more particularly described as follows:

17 ALL THAT CERTAIN piece or parcel of land located in South
18 Strabane Township, Washington County, Pennsylvania, bounded and
19 described as follows:

20 BEGINNING at a point in the center line of Murtland Avenue,
21 9.64 feet, Southwardly, from the present corner of property of
22 the Commonwealth of Pennsylvania, and also in the line of its
23 Western boundary line; thence crossing a part of Murtland Avenue
24 and by the property of the Commonwealth, North 0°19'44" West,
25 for a distance of 509.64 feet, to a concrete monument; thence by
26 property of the parties of the first part, the following courses
27 and distances, South 84°16'30" West for a distance of 100.00
28 feet to a point; thence North 87°14' West for a distance of
29 120.56 feet to a point; thence North 84°38' West for a distance
30 of 36.56 feet to a point; thence South 0°19'44" East for a

1 distance of 509.64 feet to the center line of Murtland Avenue;
2 thence by the same, using chords instead of arcs of a circle,
3 South 84°36' East for a distance of 56.68 feet; thence South
4 67°14' East for a distance of 120.56 feet; thence North
5 84°16'30" East for a distance of 100.00 feet, to the place of
6 BEGINNING.

7 CONTAINING 3.00 Acres, according to a survey made by H. H.
8 Streator, engineer, in January, 1946.

9 (c) Easements.--The conveyance under this section shall be
10 made under and subject to all lawful and enforceable easements,
11 servitudes and rights of others, including, but not confined to,
12 streets, 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) Execution of deed.--The deed of conveyance shall be
18 executed by the Secretary of General Services in the name of the
19 Commonwealth of Pennsylvania.

20 (e) Deposit of proceeds.--The proceeds from the sale shall
21 be deposited in the General Fund.

22 SECTION 3. CONVEYANCE IN EAST STROUDSBURG BOROUGH, MONROE <--
23 COUNTY.

24 (A) AUTHORIZATION.--THE DEPARTMENT OF GENERAL SERVICES, WITH
25 THE APPROVAL OF THE DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
26 AND THE GOVERNOR, IS HEREBY AUTHORIZED ON BEHALF OF THE
27 COMMONWEALTH OF PENNSYLVANIA TO GRANT AND CONVEY TO THE
28 SALVATION ARMY, OR ITS SUCCESSORS OR ASSIGNS, THE FOLLOWING
29 TRACT OF LAND TOGETHER WITH ANY BUILDINGS, STRUCTURES OR
30 IMPROVEMENTS THEREON, SITUATE IN THE BOROUGH OF EAST

1 STROUDSBURG, MONROE COUNTY, FOR \$75,000, AND UNDER TERMS AND
2 CONDITIONS TO BE ESTABLISHED IN AN AGREEMENT OF SALE WITH THE
3 DEPARTMENT OF GENERAL SERVICES.

4 (B) PROPERTY DESCRIPTION.--THE PROPERTY TO BE CONVEYED
5 PURSUANT TO SUBSECTION (A) CONSISTS OF APPROXIMATELY 0.60-ACRES
6 OF LAND AND IMPROVEMENTS LOCATED THEREON, BOUNDED AND MORE
7 PARTICULARLY DESCRIBED AS FOLLOWS:

8 ALL THAT CERTAIN LOT OR PIECE OF LAND WITH IMPROVEMENTS
9 THEREON ERECTED, SITUATE IN THE BOROUGH OF EAST STROUDSBURG,
10 COUNTY OF MONROE AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND
11 DESCRIBED, AS FOLLOWS, TO WIT:

12 BEGINNING AT AN IRON BOLT IN THE SOUTHEASTERLY SIDE OF
13 WASHINGTON STREET, A CORNER OF THIS AND ALSO OF LANDS NOW OR
14 LATE OF WILLIAM A. GILBERT COMPANY, THENCE EXTENDING ALONG THE
15 SOUTHEASTERLY SIDE OF WASHINGTON STREET, WITH BEARINGS FROM THE
16 MAGNETIC MERIDIAN OF 1902, NORTH THIRTY-FOUR DEGREES FIFTEEN
17 MINUTES EAST, ONE HUNDRED AND ELEVEN FEET TO A CORNER OF LANDS
18 NOW OR FORMERLY OF EDITH BROCKLEY, THENCE BY THE SAID LAND
19 CROSSING THE HEAD OF A CERTAIN ALLEY FIFTEEN FEET WIDE, (WHICH
20 HEAD LINE OF SAID ALLEY IS FIFTEEN AND FORTY-SEVEN ONE-
21 HUNDREDTHS FEET) AND EXTENDING ALONG OTHER LAND OF LUTHER S.
22 HOFFMANN AND OTHERS OF WHICH THIS WAS PART, TWO HUNDRED AND
23 TWENTY-SEVEN AND FIFTY-SEVEN ONE-HUNDREDTHS FEET TO A POINT,
24 THENCE BY OTHER LAND OF LUTHER S. HOFFMANN, SOUTH TWENTY-SEVEN
25 DEGREES THIRTY-FIVE MINUTES EAST FORTY-TWO AND THREE-TENTHS FEET
26 TO A CORNER OF CONCRETE WALL IN THE NORTHWESTERLY SIDE OF EAST
27 BROWN OR BROWN STREET, THENCE SOUTH SIXTY-TWO DEGREES FIFTEEN
28 MINUTES WEST ALONG THE SAID SIDE OF EAST BROWN OR BROWN STREET
29 ONE HUNDRED AND TWO AND FIVE-TENTHS FEET TO AN IRON BOLT A
30 CORNER OF THIS AND LAND NOW OR LATE OF WILLIAM A. GILBERT

1 COMPANY, THENCE ALONG THE SAME NORTH FIFTY-FIVE DEGREES FORTY
2 MINUTES WEST TWO HUNDRED AND FIFTEEN AND ONE-TENTH FEET TO THE
3 PLACE OF BEGINNING.

4 CONTAINING 0.60 ACRES, MORE OR LESS.

5 BEING PARCEL ID NO. 05730120719604.

6 BEING THE SAME PREMISES CONVEYED FROM MONROE ARMORY
7 ASSOCIATION, TO THE COMMONWEALTH OF PENNSYLVANIA, BY DEED DATED
8 OCTOBER 11, 1922 AND RECORDED IN THE MONROE COUNTY RECORDER OF
9 DEEDS OFFICE IN DEED BOOK VOLUME 88, PAGE 2.

10 (C) REQUIREMENT FOR CONVEYANCE.--THE CONVEYANCE SHALL BE
11 MADE UNDER AND SUBJECT TO ALL LAWFUL AND ENFORCEABLE EASEMENTS,
12 SERVITUDES AND RIGHTS OF OTHERS, INCLUDING BUT NOT CONFINED TO
13 STREETS, ROADWAYS AND RIGHTS OF ANY TELEPHONE, TELEGRAPH, WATER,
14 ELECTRIC, GAS OR PIPELINE COMPANIES, AS WELL AS UNDER AND
15 SUBJECT TO ANY LAWFUL AND ENFORCEABLE ESTATES OR TENANCIES
16 VESTED IN THIRD PERSONS APPEARING OF RECORD, FOR ANY PORTION OF
17 THE LAND OR IMPROVEMENTS ERECTED THEREON.

18 (D) CONDITION.--ANY CONVEYANCE AUTHORIZED UNDER THIS SECTION
19 SHALL BE MADE UNDER AND SUBJECT TO THE CONDITION, WHICH SHALL BE
20 CONTAINED IN THE DEED OF CONVEYANCE, THAT NO PORTION OF THE
21 PROPERTY CONVEYED SHALL BE USED AS A LICENSED FACILITY, AS
22 DEFINED IN 4 PA.C.S. § 1103 (RELATING TO DEFINITIONS), OR ANY
23 OTHER SIMILAR TYPE OF FACILITY AUTHORIZED UNDER STATE LAW. THE
24 CONDITION SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE
25 BINDING UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS. SHOULD THE
26 GRANTEE, ITS SUCCESSORS OR ASSIGNS, PERMIT ANY PORTION OF THE
27 PROPERTY AUTHORIZED TO BE CONVEYED IN THIS ACT TO BE USED IN
28 VIOLATION OF THIS SUBSECTION, THE TITLE SHALL IMMEDIATELY REVERT
29 TO AND REVEST IN THE GRANTOR.

30 (E) DISCRETION OF SECRETARY OF GENERAL SERVICES.--THE

1 SECRETARY OF THE DEPARTMENT OF GENERAL SERVICES SHALL HAVE THE
2 AUTHORITY TO IMPOSE ANY COVENANTS, CONDITIONS AND RESTRICTIONS
3 AS DEEMED IN THE BEST INTERESTS OF THE COMMONWEALTH.

4 (F) DEED.--THE DEED OF CONVEYANCE SHALL BE BY SPECIAL
5 WARRANTY DEED AND SHALL BE EXECUTED BY THE SECRETARY OF GENERAL
6 SERVICES IN THE NAME OF THE COMMONWEALTH OF PENNSYLVANIA.

7 (G) COSTS AND FEES.--COSTS AND FEES INCIDENTAL TO THIS
8 CONVEYANCE SHALL BE BORNE BY THE GRANTEE.

9 (H) DEPOSIT OF PROCEEDS.--THE PROCEEDS FROM THE SALE SHALL
10 BE DEPOSITED IN THE STATE TREASURY ARMORY FUND.

11 (I) ALTERNATE DISPOSITION.--IN THE EVENT THAT THIS
12 CONVEYANCE IS NOT EXECUTED PER THE TERMS AND CONDITIONS AS
13 ESTABLISHED IN THE AGREEMENT OF SALE, WITH THE DEPARTMENT OF
14 GENERAL SERVICES, THE PROPERTY MAY BE DISPOSED OF BY COMPETITIVE
15 BID.

16 Section 3 4. Effective date.

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17 This act shall take effect immediately.