

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 96 Session of 2017

INTRODUCED BY PICKETT, JANUARY 23, 2017

REFERRED TO COMMITTEE ON STATE GOVERNMENT, JANUARY 23, 2017

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 French Azilum, Inc.,
 4 certain lands situate in Asylum Township, Bradford County.

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

7 Section 1. Conveyance in Asylum Township, Bradford County.--

8 (a) Authorization for conveyance.--The Department of General
 9 Services, with the approval of the Pennsylvania Historical and
 10 Museum Commission and the Governor, is hereby authorized on
 11 behalf of the Commonwealth to grant and convey to French Azilum,
 12 Inc., certain lands and any improvements thereon described under
 13 subsection (b), the property being known locally as French
 14 Azilum Historic Site, situate in Asylum Township, Bradford
 15 County, for \$1.

16 (b) Property description.--The property to be conveyed under
 17 subsection (a) consists of 22.83 acres, including any
 18 improvements located thereon, more particularly described as
 19 follows:

TRACT 1

ALL THAT CERTAIN tract of land situated in Asylum Township, Bradford County, Pennsylvania in accordance with a plan entitled Lots #1 & #2 for the Commonwealth of Pennsylvania, prepared by Steven L. Shaylor, dated December 29, 1982, known as Lot #1, being more fully bounded and described as follows:

BEGINNING at a point is stonewall, said point being a point in common with the lands now or formerly of Robert J. & Geraldine Mosier, now or formerly French Azilum Inc. and Lot #1 as identified on said Plan.

Thence along north eastern property line now or formerly of Robert J. & Geraldine Mosier the following four (4) courses and distances:

1. N 69° 27' 24" W a distance of 575.52 feet to a pin set;

2. Thence N 22° 39' 35" E for a distance of 267.08 feet to a point at the end of stonewall;

3. Thence N 25° 26' 47" E for a distance of 704.57 feet to a pin set;

4. Thence N 25° 26' 47" E for a distance of 45.00 feet to point on the low water mark of the western bank of the Susquehanna River;

Thence along the low water mark of the western bank of the Susquehanna River; S 42° 18' 43" E a distance of 395.76 feet to point on the low water mark of the western bank of the Susquehanna River; said point being a point in common with now or formally French Azilum Inc. and Lot #1;

Thence along the common line between now or formerly French Azilum Inc. and Lot #1, S 09° 32' 29" W a distance of 803.08 feet to point, said point being the point of BEGINNING.

1 Susquehanna River; said point also being a point in common with
2 the lands now or formerly of Francis L. Hagerman;

3 Thence along the lands now or formerly of Francis L. Hagerman
4 the following two (2) courses and distances:

5 1. S 62° 30' 25" W a distance of 86.62 feet to a found
6 pin;

7 2. Thence S 27° 52' 13" E for a distance of 220.29 feet
8 to a point, said point also being a point in common with the
9 lands now or formerly of Robert J. & Geraldine Mosier;

10 Thence along the lands now or formerly of Robert J. &
11 Geraldine Mosier the following four (4) courses and distances:

12 1. S 61° 44' 40" W a distance of 72.25 feet to a set pin;

13 2. Thence S 22° 45' 20" E a distance of 78.00 feet to a
14 set pin;

15 3. Thence S 61° 44' 40" W a distance of 105.00 feet to a
16 set pin;

17 4. Thence S 17° 15' 20" E for a distance of 126.00 feet
18 to a 36" Oak, said point also being a point in common with the
19 northern line of T-458 (Queens Road);

20 Thence along the northern line of T-458 (Queens Road) S 64°
21 52' 09" W a distance of 142.89 feet to a set pin said point
22 being a point in common with Lot #2;

23 Thence along Lot #2 the following four (4) courses and
24 distances:

25 1. N 25° 17' 46" W a distance of 163.79 feet to a point;

26 2. Thence S 64° 52' 20" W a distance of 175.18 feet to a
27 point;

28 3. Thence S 53° 20' 40" W a distance of 82.83 feet to a
29 point;

30 4. Thence S 23° 45' 40" E for a distance of 156.05 feet

1 to a found pin, said point also being a point in common with
2 the northern line of T-458 (Queens Road);

3 Thence along the northern line of T-458 (Queens Road) Tract S
4 65° 54' 40" W a distance of 341.90 feet to a found pin, said
5 point being a point in common with the lands now or formerly of
6 Robert J. & Geraldine Mosier;

7 Thence along the line of lands now or formerly of Robert J. &
8 Geraldine Mosier; N 09° 32' 29" E a distance of 629.20 feet to
9 point in a stonewall, said point being the point of BEGINNING.

10 CONTAINING: 543,011.34 Square Feet or 12.47 Acres.

11 BEING the same tract of land acquired by the Commonwealth of
12 Pennsylvania, pursuant to Declaration of Taking, filed in the
13 Office of the Prothonotary of the Court of Common Pleas of
14 Bradford County on September 24, 1968, at No. 475B, July Term
15 1968, with a notice of the Declaration of Taking recorded at the
16 Office of the Recorder of Deeds of Bradford County on October
17 22, 1968 at Book 591, Page 607.

18 BEING Parcel Tax ID No. 04-088.00-005-000 000.

19 TRACT 3

20 ALL THAT CERTAIN tract of land situated in Asylum Township,
21 Bradford County, Pennsylvania in accordance with a plan entitled
22 Lots #1 & #2 for the Commonwealth of Pennsylvania, prepared by
23 Steven L. Shaylor, dated December 29, 1982, known as Lot #2,
24 being more fully bounded and described as follows:

25 BEGINNING at a found pin, said point being a point in common
26 with the northern line of T-458 (Queens Road) and the lands now
27 or formally French Azilum Inc.;

28 Thence along the lands now or formerly of French Azilum Inc.
29 the following four (4) courses and distances:

30 1. N 23° 45' 40" W a distance of 156.05 feet to a point;

1 2. Thence N 53° 20' 40" E a distance of 82.83 feet to a
2 point;

3 3. Thence N 64° 52' 20" E a distance of 175.18 feet to a
4 point;

5 4. Thence S 25° 17' 46" E a distance of 163.79 feet to a
6 point, said point also being a point in common with the northern
7 line of T-458 (Queens Road);

8 Thence along the northern line of T-458 (Queens Road) the
9 following two (2) courses and distances:

10 1. S 62° 03' 37" W a distance of 200.79 feet to set pin;

11 2. Thence S 65° 54' 40" W a distance of 60.00 feet to a
12 found pin; said point being the point of BEGINNING.

13 CONTAINING: 43,160.69 Square Feet or 0.99 Acres.

14 BEING a portion of Parcel Tax ID No. 04-088.00-005-000 000.

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

24 (d) Condition.--The conveyance authorized under this section
25 shall be made under and subject to the condition, which shall be
26 contained in the deed of conveyance, that no portion of the
27 property conveyed shall be used as a licensed facility, as
28 defined under 4 Pa.C.S. § 1103 (relating to definitions), or any
29 other similar type of facility authorized under State law. The
30 condition shall be a covenant running with the land and shall be

1 binding upon the grantee and its successors. Should the grantee,
2 or its successors, permit any portion of the property authorized
3 to be conveyed under this section to be used in violation of
4 this subsection, the title shall immediately revert to and
5 revest in the grantor.

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

8 The French Azilum property was developed with grant funds
9 provided by the Pennsylvania Department of Conservation and
10 Natural Resources (hereafter referred to as "the department").
11 The source of the funds is the Environmental Stewardship Fund
12 established by the Environmental Stewardship and Watershed
13 Protection Act, 27 Pa.C.S. § 6101-6119 (hereafter referred to as
14 "the act"). This property, or any portion of it, may not be
15 converted to purposes other than those authorized under the act.
16 The Pennsylvania Historical and Museum Commission's
17 responsibilities established under Article XVIII
18 (Acknowledgement of Assistance), Article XIX (Maintenance and
19 Open Use Responsibilities), Article XX (Nondiscrimination
20 Regarding Access/Residency); and Article XXI (Ownership and
21 Control; Non-Conversion of Use) of the department grant
22 agreement shall be performed by the grantee in perpetuity.

23 Declaration of Restrictive Covenants for Historic Preservation
24 French Azilum, Asylum Township, Bradford County, Pennsylvania

25 (1) Covenants. In consideration of the conveyance of the
26 aforementioned real property, Grantee covenants and agrees
27 for itself, its heirs, administrators, successors, and
28 assigns that the said herein conveyed property shall be
29 subject to the following historic preservation restrictions,
30 and shall do or refrain from doing with respect to the

1 subject property all acts required or prohibited by the
2 following preservation restrictions:

3 (A) Maintenance and Preservation. French Azilum
4 shall be maintained and preserved as a historic site
5 accessible by the public and for a demonstrable
6 public benefit with maintenance and preservation
7 standards acceptable to the Pennsylvania Historical
8 and Museum Commission.

9 (B) Historic Structures. French Azilum, the
10 historic structures and buildings that comprise the
11 property, shall be maintained and preserved in
12 accordance with the Secretary of the Interior's
13 Standards for the Treatment of Historic Properties.

14 (C) Landscape. The landscape of French Azilum
15 shall be preserved in a manner consistent with the
16 historic characteristics of the subject property and
17 shall not be used in any manner that would impair or
18 interfere with the historic interpretation of the
19 subject property.

20 (D) Prohibited Uses. No construction,
21 alteration, rehabilitation, remodeling, demolition,
22 site development, ground disturbance, removal of
23 buildings, addition of buildings, or use inconsistent
24 with the covenants herein, or any other action, shall
25 be undertaken or permitted to the subject property
26 without the prior written approval of the
27 Pennsylvania Historical and Museum Commission.

28 (E) Alterations/Modifications/Repairs. With the
29 prior written approval of the Pennsylvania Historical
30 and Museum Commission, alterations, modifications,

1 repairs or other work may be permitted to the subject
2 property, provided:

3 (I) Notice. Timely notice shall be afforded
4 to the Commission in advance of any such
5 requested work on the subject property.

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

9 Consent shall be implied if the Commission does
10 not issue a written response approving the
11 request.

12 (F) Archeology and other Ground Disturbing
13 Activities. Mining, excavating, dredging or removing
14 from the subject property any natural resource which
15 removal would alter the historic value of the
16 property is prohibited without the prior written
17 approval of the Commission. Archeological
18 investigation may be required by the Commission for
19 any ground disturbing work and Grantee shall bear
20 full financial responsibility for any such work. The
21 following shall apply:

22 (I) Archeological Discoveries. In the event
23 archeological materials are discovered during any
24 ground disturbing activities, work shall
25 temporarily cease and the Commission shall be
26 consulted for guidance and direction before
27 ground disturbing work may continue.

28 (II) Standards for Archeology. Any
29 archeological work conducted on the subject
30 property shall be performed in accordance with

1 the Secretary of the Interior's Standards and
2 Guidelines for Archeological Documentation and
3 any further standards and guidelines the
4 Commission may require.

5 (2) Inspection and Compliance. The Commonwealth of
6 Pennsylvania, by and through the Pennsylvania Historical and
7 Museum Commission, reserves the right to enforce these
8 preservation restrictions and shall, at all reasonable times
9 and upon reasonable notice, have access to the subject
10 property for purposes of inspection and compliance with these
11 historic preservation restrictions.

12 (3) Right of Reverter. The Commonwealth of Pennsylvania,
13 by and through the Pennsylvania Historical and Museum
14 Commission, hereby reserves for itself, heirs, successors and
15 assigns, a right of reverter on French Azilum, which shall
16 revert to and reinvest in the Commonwealth by operation of
17 law should any sale, transfer, or use of French Azilum be
18 inconsistent with or in violation of the restrictions
19 contained herein. The Commission, with the concurrence of the
20 Department of Conservation and Natural Resources, may waive
21 this provision provided Grantee petitions the Commission, in
22 writing, for such waiver.

23 (4) Exclusion. The Grantee agrees that the Commonwealth
24 of Pennsylvania, by and through any of its agencies, in no
25 way assumes any obligation whatsoever for maintaining,
26 repairing, or administering the subject property covered by
27 these restrictive covenants for historic preservation.

28 (5) Duration. These restrictive covenants for historic
29 preservation shall be binding in perpetuity on Grantee, its
30 heirs, administrators, successors and assigns and shall be

1 applicable to both the land and buildings and shall be deemed
2 to run with the land.

3 (f) Deed.--The deed of conveyance for Tract 1 and Tract 2
4 shall be by special warranty deed and shall be executed by the
5 Secretary of General Services in the name of the Commonwealth of
6 Pennsylvania. The deed of conveyance for Tract 3 shall be by
7 quitclaim deed and shall be executed by the Secretary of General
8 Services in the name of the Commonwealth of Pennsylvania.

9 (g) Costs and fees.--Costs and fees incidental to this
10 conveyance shall be borne by the grantee.

11 (h) Expiration.--If the conveyance authorized under this
12 section is not effectuated within one year of the effective date
13 of this section, the authority provided under this section shall
14 expire.

15 Section 2. Effective date.

16 This act shall take effect immediately.