

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2310 Session of 2014

INTRODUCED BY SONNEY, DAY, JAMES, LUCAS, MAJOR, MILLARD, MURT,
READSHAW AND VEREB, JUNE 3, 2014

REFERRED TO COMMITTEE ON STATE GOVERNMENT, JUNE 3, 2014

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 Fort LeBoeuf
4 Historical Society certain lands, known as Washington
5 Monument Park, Judson House and Fort LeBoeuf Museum, situate
6 in the Borough of Waterford, Erie County.

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

9 Section 1. Conveyance of Washington Monument Park in the
10 Borough of Waterford, Erie County.

11 (a) Authorization.--The Department of General Services, with
12 the approval of the Pennsylvania Historical and Museum
13 Commission and the Governor, is hereby authorized on behalf of
14 the Commonwealth of Pennsylvania to grant and convey to the Fort
15 LeBoeuf Historical Society certain lands and any improvements
16 thereon, the property being known locally as the Washington
17 Monument Park, situate in the Borough of Waterford, Erie County,
18 for \$1.

19 (b) Property description.--The property to be conveyed
20 pursuant to subsection (a) consists of approximately 0.104-

1 acres, including any improvements located thereon, more
2 particularly described as follows:

3 Tract 1

4 ALL THAT CERTAIN piece or parcel of land situate in the
5 Borough of Waterford, County of Erie, and Commonwealth of
6 Pennsylvania, bounded and described as follows, to wit:

7 BEGINNING at a point fifty (50) feet west of the west line of
8 High Street and twenty (20) feet north of the north line of
9 First Alley; thence southwardly, parallel with High Street, four
10 (4) feet and eight (8) inches to a point; thence eastwardly and
11 parallel with First Alley, four (4) feet and eight (8) inches to
12 a point; thence northerly and parallel with High Street, four
13 (4) feet and eight (8) inches to a point; thence westwardly,
14 parallel with First Alley, four (4) feet and eight (8) inches to
15 the place of BEGINNING.

16 BEING the same property conveyed to the Commonwealth of
17 Pennsylvania, from the Fort LeBoeuf Chapter, Daughters of
18 American Colonists, by deed dated April 11, 1945, and recorded
19 in Erie County Deed Book No. 454, Page 396.

20 Tract 2

21 ALL THAT CERTAIN piece or lot of land situated in the Borough
22 of Waterford, in the County of Erie, and Commonwealth of
23 Pennsylvania, bounded and described as follows, to wit:

24 COMMENCING at the southeast corner of what is N/F known as
25 the Eagle Hotel Lot on High Street; thence westwardly along
26 same, eighty-two and one-half (82 1/2) feet; thence southwardly
27 along said lot and parallel with High Street, fifty-five (55)
28 feet to First Alley; thence eastwardly, eighty-two and one-half
29 (82 1/2) feet to High Street; thence along High Street
30 northwardly, fifty-five (55) feet to the PLACE OF BEGINNING.

1 BEING the same property conveyed to the Commonwealth of
2 Pennsylvania, from the Fort LeBoeuf Chapter, Daughters of
3 American Colonists, by deed dated August 16, 1950, and recorded
4 in Erie County in Deed Book 573, Page 131.

5 EXCEPTING THEREFROM, however, a piece of land four (4) feet
6 and eight (8) inches square, heretofore conveyed by the Fort
7 LeBoeuf Chapter, Daughters of the American Colonists, to the
8 Commonwealth of Pennsylvania, by deed dated April 11, 1945, and
9 recorded in Deed Book 454, Page 396.

10 Being Parcel ID #46-9-57-2

11 (c) Easements.--The conveyance shall be made under and
12 subject to all lawful and enforceable easements, servitudes and
13 rights of others, including, but not confined to, streets,
14 roadways and rights of any telephone, telegraph, water,
15 electric, gas or pipeline companies, as well as under and
16 subject to any lawful and enforceable estates or tenancies
17 vested in third persons appearing of record, for any portion of
18 the land or improvements erected thereon.

19 (d) Condition.--Any conveyance authorized under this section
20 shall be made under and subject to the condition, which shall be
21 contained in the deed of conveyance, that no portion of the
22 property conveyed shall be used as a licensed facility, as
23 defined in 4 Pa.C.S. § 1103 (relating to definitions), or any
24 other similar type of facility authorized under State law. The
25 condition shall be a covenant running with the land and shall be
26 binding upon the Grantee and its successors. Should the Grantee,
27 or its successors, permit any portion of the property authorized
28 to be conveyed in this section to be used in violation of this
29 subsection, the title shall immediately revert to and re-vest in
30 the Grantor.

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

3 Declaration of Covenants

4 Washington Monument Park

5 Borough of Waterford, Erie County, Pennsylvania

6 I. Covenants.

7 a. The deed of transfer of this property, which property
8 shall hereinafter be described in this agreement as
9 "Washington Monument Park," shall contain the following
10 language: "Fort LeBoeuf Historical Society and its
11 successors, (hereafter referred to as "FLHS") covenants
12 and agrees to assume responsibility for the maintenance,
13 preservation, and administration of the property in a
14 manner that is satisfactory to the Pennsylvania Historical
15 and Museum Commission ("Commission") for a demonstrable
16 public benefit in perpetuity; under and subject to the
17 condition that the buildings and lands conveyed herein
18 shall be accessible to the public."

19 b. The provisions of these covenants, hereinafter
20 expressed as covenants running with the land, are herein
21 set forth so as to ensure the maintenance and preservation
22 of the qualities, natural resources and historical
23 characteristics of Washington Monument Park.

24 II. Standards for Historic Preservation.

25 a. Washington Monument Park shall be maintained and
26 preserved in accordance with the Secretary of the
27 Interior's Standards for the Treatment of Historic
28 Properties.

29 b. No construction, alteration, rehabilitation,
30 remodeling, demolition, site development, ground

1 disturbance, or other action shall be undertaken or
2 permitted to said property without the prior written
3 permission from the Commission.

4 c. Prior to the commencement of work, FLHS agrees to
5 notify, in writing, the Commission of all such work on
6 said property in advance.

7 d. The Commission will be given forty-five (45) days
8 from receipt of the notice (sent via certified mail) to
9 review and approve in writing the appropriateness of said
10 work. If no response is provided within forty-five (45)
11 days, consent shall be implied.

12 III. Requirements and Standards for Archaeological
13 Investigation.

14 a. For work that involves ground disturbance, the
15 Commission may require archaeological investigation, for
16 which FLHS shall have financial responsibility.

17 b. In the event that archaeological materials are
18 discovered during ground-disturbing activities, work shall
19 temporarily cease, and the Commission shall be consulted
20 for instructions prior to proceeding with the work.

21 c. Any archaeological work shall be conducted in
22 accordance with the Secretary of the Interior's Standards
23 and Guidelines for Archaeological Documentation (48FR
24 447344-37) and any such standards and guidelines as the
25 Commission may specify.

26 IV. Access.

27 a. FLHS shall allow the Commission, at all reasonable
28 times and upon reasonable advance notice to FLHS, access
29 to inspect said property to ensure compliance with this
30 preservation covenant.

1 V. Right of Reverter.

2 a. The deed of conveyance shall contain a clause that
3 the title to the property shall immediately revert to and
4 revest in the Commonwealth should FLHS sell or transfer
5 the property or permit the property to be used for any
6 purpose other than as a museum, or related business and/or
7 curatorial offices, for any length of time.

8 b. FLHS may petition the Commission for a waiver of this
9 provision if a proposed usage would meet the spirit of
10 this agreement.

11 c. The Commission must specifically approve any waiver
12 of this provision.

13 VI. Binding in Perpetuity.

14 a. This covenant is binding on FLHS and its successors
15 in perpetuity.

16 b. This covenant shall be binding servitude upon the
17 property and shall be deemed to run with the land.

18 c. Execution of this covenant shall constitute evidence
19 that FLHS agrees to be bound by the foregoing conditions
20 and restrictions and to perform the obligations herein set
21 forth.

22 (f) Deed of conveyance.--The deed of conveyance shall be
23 executed by the Secretary of General Services in the name of the
24 Commonwealth of Pennsylvania.

25 (g) Costs and fees.--Costs and fees incidental to this
26 conveyance shall be borne by the Grantee.

27 (h) Expiration.--In the event that the conveyance is not
28 effectuated within one year of the effective date of this
29 section, the authority contained in this section shall expire.

30 Section 2. Conveyance of Judson House in the Borough of

1 Waterford, Erie County.

2 (a) Authorization.--The Department of General Services, with
3 the approval of the Governor and the Pennsylvania Historical and
4 Museum Commission, is hereby authorized on behalf of the
5 Commonwealth of Pennsylvania to grant and convey to the Fort
6 LeBoeuf Historical Society certain lands and any improvements
7 thereon, the property being known locally as the Judson House
8 situate in the Borough of Waterford, Erie County, for \$1.

9 (b) Property description.--The property to be conveyed
10 pursuant to subsection (a) consists of approximately 0.5871
11 acres, including any improvements located thereon, more
12 particularly described as follows:

13 Tract 1

14 ALL THAT CERTAIN piece or parcel of land situate in the
15 Borough of Waterford, County of Erie and Commonwealth of
16 Pennsylvania, being Lots Nos. Seven (7) and Eight (8) of
17 Garrison Lots in said Borough.

18 The said lots are situate at the southeast intersection of
19 High Street and First Street, in said Borough, and front for a
20 distance of 105 feet on the south side of First Street and
21 extends southerly therefrom a distance of 155 feet on the east
22 side of High Street.

23 Excepting and reserving however, from the above described
24 land all that easterly portion consisting of a 60 foot frontage
25 on First Street and extending to a depth of 155 feet therefrom
26 in a southerly direction.

27 BEING the same piece or parcel of land conveyed to the
28 Commonwealth of Pennsylvania, from Frank R. Johnston, et al, by
29 deed dated July 8, 1949, and recorded in Erie County Deed Book
30 542, Page 549.

Tract 2

1
2 ALL THAT CERTAIN piece or parcel of land situate in the
3 Borough of Waterford, County of Erie and Commonwealth of
4 Pennsylvania, being the east sixty (60) feet fronting on the
5 southerly side of First Street to an alley, and extending
6 southwardly at a uniform depth of one hundred fifty-five (155)
7 feet, of lots Nos. 7 and 8 of the Garrison Lots in the Borough
8 of Waterford, more fully bounded and described as follows, to
9 wit:

10 BEGINNING at a point in the south line of First Street, one
11 hundred five (105) feet eastwardly from the point of
12 intersection of the south line of First Street with the east
13 line of High Street; thence southwardly parallel with the east
14 line of High Street, one hundred and fifty-five (155) feet, more
15 or less, to the north line of an alley; thence eastwardly along
16 the north line of said alley, and parallel with the south line
17 of First Street, sixty (60) feet to a point; thence northwardly
18 parallel with the east line of High Street, one hundred and
19 fifty-five (155) feet, more or less, to the south line of First
20 Street; and thence westwardly along the south line of First
21 Street, sixty (60) feet to the place of BEGINNING.

22 BEING the same piece or parcel of land conveyed to the
23 Commonwealth of Pennsylvania, from Miriam Kuhns, unmarried, and
24 Cynthia Ensworth, widow, by deed dated March 21, 1950, and
25 recorded in Erie County Deed Book 560, Page 348.

26 BEING Parcel ID #46-9-58-1

27 (c) Easements.--The conveyance shall be made under and
28 subject to all lawful and enforceable easements, servitudes and
29 rights of others, including, but not confined to, streets,
30 roadways and rights of any telephone, telegraph, water,

1 electric, gas or pipeline companies, as well as under and
2 subject to any lawful and enforceable estates or tenancies
3 vested in third persons appearing of record, for any portion of
4 the land or improvements erected thereon.

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

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

19 Declaration of Covenants

20 Judson House

21 Borough of Waterford, Erie County, Pennsylvania

22 I. Covenants.

23 a. The deed of transfer of this property, which property
24 shall hereinafter be described in this agreement as "Judson
25 House," shall contain the following language: "Fort LeBoeuf
26 Historical Society and its successors, (hereafter referred to
27 as "FLHS") covenants and agrees to assume responsibility for
28 the maintenance, preservation, and administration of the
29 property in a manner that is satisfactory to the Pennsylvania
30 Historical and Museum Commission ("Commission") for a

1 demonstrable public benefit in perpetuity; under and subject
2 to the condition that the buildings and lands conveyed herein
3 shall be accessible to the public."

4 b. The provisions of these covenants, hereinafter expressed
5 as covenants running with the land, are herein set forth so
6 as to ensure the maintenance and preservation of the
7 qualities, natural resources and historical characteristics
8 of Judson House.

9 II. Standards for Historic Preservation.

10 a. Judson House shall be maintained and preserved in
11 accordance with the Secretary of the Interior's Standards for
12 the Treatment of Historic Properties.

13 b. No construction, alteration, rehabilitation, remodeling,
14 demolition, site development, ground disturbance, or other
15 action shall be undertaken or permitted to said property
16 without the prior written permission from the Commission.

17 c. Prior to the commencement of work, FLHS agrees to
18 notify, in writing, the Commission of all such work on said
19 property in advance.

20 d. The Commission will be given forty-five (45) days from
21 receipt of the notice (sent via certified mail) to review and
22 approve in writing the appropriateness of said work. If no
23 response is provided within forty-five (45) days, consent
24 shall be implied.

25 III. Requirements and Standards for Archaeological
26 Investigation.

27 a. For work that involves ground disturbance, the
28 Commission may require archaeological investigation, for
29 which FLHS shall have financial responsibility.

30 b. In the event that archaeological materials are

1 discovered during ground-disturbing activities, work shall
2 temporarily cease, and the Commission shall be consulted for
3 instructions prior to proceeding with the work.

4 c. Any archaeological work shall be conducted in accordance
5 with the Secretary of the Interior's Standards and Guidelines
6 for Archaeological Documentation (48FR 447344-37) and any
7 such standards and guidelines as the Commission may specify.

8 IV. Access.

9 a. FLHS shall allow the Commission, at all reasonable times
10 and upon reasonable advance notice to FLHS, access to inspect
11 said property to ensure compliance with this preservation
12 covenant.

13 V. Right of Reverter.

14 a. The deed of conveyance shall contain a clause that the
15 title to the property shall immediately revert to and revest
16 in the Commonwealth should FLHS sell or transfer the property
17 or permit the property to be used for any purpose other than
18 as a museum, or related business and/or curatorial offices,
19 for any length of time.

20 b. FLHS may petition the Commission for a waiver of this
21 provision if a proposed usage would meet the spirit of this
22 agreement.

23 c. The Commission must specifically approve any waiver of
24 this provision.

25 VI. Binding in Perpetuity.

26 a. This covenant is binding on FLHS and its successors in
27 perpetuity.

28 b. This covenant shall be binding servitude upon the
29 property and shall be deemed to run with the land.

30 c. Execution of this covenant shall constitute evidence

1 that FLHS agrees to be bound by the foregoing conditions and
2 restrictions and to perform the obligations herein set forth.

3 (f) Deed of conveyance.--The deed of conveyance shall be by
4 Special Warranty Deed and shall be executed by the Secretary of
5 General Services in the name of the Commonwealth of
6 Pennsylvania.

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

9 (h) Expiration.--In the event that the conveyance is not
10 effectuated within one year of the effective date of this
11 section, the authority contained in this section shall expire.
12 Section 3. Conveyance of Fort LeBoeuf Museum in the Borough of
13 Waterford, Erie 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 of Pennsylvania to grant and convey to the Fort
18 LeBoeuf Historical Society certain lands and any improvements
19 thereon, the property being known locally as the Fort LeBoeuf
20 Museum situate in the Borough of Waterford, Erie County, for \$1.

21 (b) Property description.--The property to be conveyed
22 pursuant to subsection (a) consists of approximately 1.17-acres,
23 including any improvements located thereon, more particularly
24 described as follows:

25 ALL THAT CERTAIN piece or parcel of land situate in the
26 Borough of Waterford, Erie County, Pennsylvania, being a
27 rectangle 155 feet by 330 feet, on the east side of High Street
28 (Route #19), bounded by First Alley, Cherry Street (unopened)
29 and Water Street (unopened).

30 BEING the same piece or parcel of land acquired by the

1 Commonwealth of Pennsylvania, pursuant to Declaration of Taking,
2 filed in the Office of the Prothonotary of the Court of Common
3 Pleas of Erie County on September 30, 1968, at No. 2782 A Term
4 1968, with a notice of the Declaration of Taking recorded at the
5 Office of the Recorder of Deeds of Erie County at Book 990, Page
6 84.

7 BEING Parcel ID #46-9-58-4.

8 (c) Easements.--The conveyance shall be made under and
9 subject to all lawful and enforceable easements, servitudes and
10 rights of others, including, but not confined to, streets,
11 roadways and rights of any telephone, telegraph, water,
12 electric, gas or pipeline companies, as well as under and
13 subject to any lawful and enforceable estates or tenancies
14 vested in third persons appearing of record, for any portion of
15 the land or improvements erected thereon.

16 (d) Condition.--Any conveyance authorized under this section
17 shall be made under and subject to the condition, which shall be
18 contained in the deed of conveyance, that no portion of the
19 property conveyed shall be used as a licensed facility, as
20 defined in 4 Pa.C.S. § 1103 (relating to definitions), or any
21 other similar type of facility authorized under State law. The
22 condition shall be a covenant running with the land and shall be
23 binding upon the Grantee and its successors. Should the Grantee,
24 or its successors, permit any portion of the property authorized
25 to be conveyed in this section to be used in violation of this
26 subsection, the title shall immediately revert to and re-vest in
27 the Grantor.

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

30 Declaration of Covenants

1 Fort LeBoeuf Museum

2 Borough of Waterford, Erie County, Pennsylvania

3 I. Covenants.

4 a. The deed of transfer of this property, which property
5 shall hereinafter be described in this agreement as "Fort
6 LeBoeuf Museum," shall contain the following language:

7 "Fort LeBoeuf Historical Society and its successors,
8 (hereafter referred to as "FLHS") covenants and agrees to
9 assume responsibility for the maintenance, preservation,
10 and administration of the property in a manner that is
11 satisfactory to the Pennsylvania Historical and Museum
12 Commission ("Commission") for a demonstrable public
13 benefit in perpetuity; under and subject to the condition
14 that the buildings and lands conveyed herein shall be
15 accessible to the public."

16 b. The provisions of these covenants, hereinafter
17 expressed as covenants running with the land, are herein
18 set forth so as to ensure the maintenance and preservation
19 of the qualities, natural resources and historical
20 characteristics of Fort LeBoeuf Museum.

21 II. Standards for Historic Preservation.

22 a. Fort LeBoeuf Museum shall be maintained and preserved
23 in accordance with the Secretary of the Interior's
24 Standards for the Treatment of Historic Properties.

25 b. No construction, alteration, rehabilitation,
26 remodeling, demolition, site development, ground
27 disturbance, or other action shall be undertaken or
28 permitted to said property without the prior written
29 permission from the Commission.

30 c. Prior to the commencement of work, FLHS agrees to

1 notify, in writing, the Commission of all such work on
2 said property in advance.

3 d. The Commission will be given forty-five (45) days
4 from receipt of the notice (sent via certified mail) to
5 review and approve in writing the appropriateness of said
6 work. If no response is provided within forty-five (45)
7 days, consent shall be implied.

8 III. Requirements and Standards for Archaeological
9 Investigation.

10 a. For work that involves ground disturbance, the
11 Commission may require archaeological investigation, for
12 which FLHS shall have financial responsibility.

13 b. In the event that archaeological materials are
14 discovered during ground-disturbing activities, work shall
15 temporarily cease, and the Commission shall be consulted
16 for instructions prior to proceeding with the work.

17 c. Any archaeological work shall be conducted in
18 accordance with the Secretary of the Interior's Standards
19 and Guidelines for Archaeological Documentation (48FR
20 447344-37) and any such standards and guidelines as the
21 Commission may specify.

22 IV. Access.

23 a. FLHS shall allow the Commission, at all reasonable
24 times and upon reasonable advance notice to FLHS, access
25 to inspect said property to ensure compliance with this
26 preservation covenant.

27 V. Right of Reverter.

28 a. The deed of conveyance shall contain a clause that
29 the title to the property shall immediately revert to and
30 re-vest in the Commonwealth should FLHS sell or transfer

1 the property or permit the property to be used for any
2 purpose other than as a museum, or related business and/or
3 curatorial offices, for any length of time.

4 b. FLHS may petition the Commission for a waiver of this
5 provision if a proposed usage would meet the spirit of
6 this agreement.

7 c. The Commission must specifically approve any waiver
8 of this provision.

9 VI. Binding in Perpetuity.

10 a. This covenant is binding on FLHS and its successors
11 in perpetuity.

12 b. This covenant shall be binding servitude upon the
13 property and shall be deemed to run with the land.

14 c. Execution of this covenant shall constitute evidence
15 that FLHS agrees to be bound by the foregoing conditions
16 and restrictions and to perform the obligations herein set
17 forth.

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

21 (g) Costs and fees.--Costs and fees incidental to this
22 conveyance shall be borne by the Grantee.

23 (h) Expiration.--In the event that the conveyance is not
24 effectuated within one year of the effective date of this
25 section, the authority contained in this section shall expire.

26 Section 4. Effective date.

27 This act shall take effect in 60 days.