

No. 2019-10

AN ACT

HB 223

Authorizing the Department of General Services, with the approval of the Pennsylvania Historical and Museum Commission and the Governor, to grant and convey to French Azilum, Inc., certain lands situate in Asylum Township, Bradford County.

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

Section 1. Conveyance in Asylum Township, Bradford County.

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

(b) Property description.—The property to be conveyed under subsection (a) consists of 22.83 acres, including any improvements located thereon, more particularly described as 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 formerly 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.

CONTAINING: 408,351.20 Square Feet or 9.37 Acres.

BEING the same tract of land acquired by the Commonwealth of Pennsylvania, pursuant to Declaration of Taking, filed in the Office of the Prothonotary of the Court of Common Pleas of Bradford County on September 24, 1968, at No. 475A, July Term 1968, with a notice of the Declaration of Taking recorded at the Office of the Recorder of Deeds of Bradford County at Book 591, Page 604.

BEING Parcel Tax ID No. 04-088.00-004-000 000.

TRACT 2

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 now or formerly as French Azilum Inc., 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 the common property line of Lot #1 and now or formerly French Azilum Inc. Tract N 09° 32' 29" E a distance of 803.08 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 formerly French Azilum Inc. and Lot #1;

Thence along the western bank of the Susquehanna River the following two (2) courses and distances:

1. S 42° 18' 43" E a distance of 416.83 feet to a point;
2. Thence S 38° 27' 47" E for a distance of 350.60 feet to a point on the low water mark of the western bank of the Susquehanna River; said point also being a point in common with the lands now or formerly of Francis L. Hagerman;

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

1. S 62° 30' 25" W a distance of 86.62 feet to a found pin;
2. Thence S 27° 52' 13" E for a distance of 220.29 feet to a point, said point also being a point in common with the lands now or formerly of Robert J. & Geraldine Mosier;

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

1. S 61° 44' 40" W a distance of 72.25 feet to a set pin;
2. Thence S 22° 45' 20" E a distance of 78.00 feet to a set pin;
3. Thence S 61° 44' 40" W a distance of 105.00 feet to a set pin;
4. Thence S 17° 15' 20" E for a distance of 126.00 feet to a 36" Oak, said point also being a point in common with the northern line of T-458 (Queens Road);

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

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

1. N 25° 17' 46" W a distance of 163.79 feet to a point;
2. Thence S 64° 52' 20" W a distance of 175.18 feet to a point;
3. Thence S 53° 20' 40" W a distance of 82.83 feet to a point;

4. Thence S 23° 45' 40" E for a distance of 156.05 feet to a found pin, said point also being a point in common with the northern line of T-458 (Queens Road);

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

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

CONTAINING: 543,011.34 Square Feet or 12.47 Acres.

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

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

TRACT 3

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 #2, being more fully bounded and described as follows:

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

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

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

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

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

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

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

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

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

CONTAINING: 43,160.69 Square Feet or 0.99 Acres.

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

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

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

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

The French Azilum property was developed with grant funds provided by the Pennsylvania Department of Conservation and Natural Resources (hereafter referred to as "the department"). The source of the funds is the act of June 22, 1964 (Sp. Sess., P.L.131, No.8), known as the Project 70 Land Acquisition and Borrowing Act. This property, or any portion of it, may not be converted to purposes other than those authorized under section 20(b) of the Project 70 Land Acquisition and Borrowing Act. The Pennsylvania Historical and Museum Commission's responsibilities established under Article XVIII (Acknowledgement of Assistance), Article XIX (Maintenance and Open Use Responsibilities), Article XX (Nondiscrimination Regarding Access/Residency) and Article XXI (Ownership and Control; Non-Conversion of Use) of the department grant agreement shall be performed by the grantee in perpetuity.

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

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

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

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

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

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

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

(I) Notice. Timely notice shall be afforded to the Pennsylvania Historical and Museum Commission in advance of any such requested work on the subject property.

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

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

(I) Archeological Discoveries. In the event that archeological materials are discovered during any ground disturbing activities, work shall temporarily cease and the Pennsylvania Historical and Museum Commission shall be consulted for guidance and direction before ground disturbing work may continue.

(II) Standards for Archeology. Any archeological work conducted on the subject property shall be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation and any further standards and guidelines the Pennsylvania Historical and Museum Commission may require.

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

(3) Right of Reverter. The Commonwealth of Pennsylvania, by and through the Pennsylvania Historical and Museum Commission, hereby

reserves for itself, and its heirs, successors and assigns, a right of reverter on French Azilum, which shall revert to and reinvest in the Commonwealth by operation of law should any sale, transfer, or use of French Azilum be inconsistent with or in violation of the restrictions contained herein. The Pennsylvania Historical and Museum Commission, with the concurrence of the Department of Conservation and Natural Resources, may waive this provision provided Grantee petitions the Pennsylvania Historical and Museum Commission, in writing, for such waiver.

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

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

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

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

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

Section 2. Effective date.

This act shall take effect immediately.

APPROVED—The 21st day of June, A.D. 2019

TOM WOLF