

No. 2002-8

AN ACT

SB 1169

Authorizing the Department of General Services, with the approval of the Governor, to grant and convey to Indiana County certain lands situate in the Borough of Indiana, Indiana County; and to grant and convey to Collier Development Company, Inc., certain land situate in Collier Township, Allegheny County.

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

Section 1. Indiana County conveyance.

(a) Conveyance.—The Department of General Services, with the approval of the Governor, is hereby authorized on behalf of the Commonwealth of Pennsylvania to grant and convey to Indiana County certain land and a building described in subsection (b) for fair consideration equal to fair market value as determined by independent appraisal in accordance with an agreement of sale to be executed with the Department of General Services.

(b) Property description.—The property to be conveyed pursuant to subsection (a) consists of approximately 0.88 acres and a building bounded and more particularly described as follows:

BEGINNING at an iron pin 37.5 feet from the centerline of North 4th Street; thence along the lands now or formerly of the Commonwealth of Pennsylvania, North 89 degrees 38 minutes 01.2 seconds West 228.46 feet to a point; thence North 00 degrees 52 minutes 00 seconds East 165.65 feet to a point; thence North 89 degrees 12 minutes 00 seconds East 228.54 feet to a point; thence South 00 degrees 52 minutes 00 seconds West 170.30 feet to a point the place of BEGINNING.

CONTAINING 0.88 acres, more or less.

(c) Restrictions.—The conveyance shall be made under and subject to all lawful and enforceable easements, servitudes and rights of others, including, but not confined 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) Deed.—The deed of conveyance shall be by special warranty deed and shall be executed by the Secretary of General Services in the name of the Commonwealth of Pennsylvania.

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

(f) Limitation on transfer.—In the event that this conveyance is not executed in accordance with the agreement of sale as referenced in section 1, the property may be disposed of in accordance with Article XXIV-A of

the act of April 9, 1929 (P.L.177, No.175), known as The Administrative Code of 1929.

Section 2. Allegheny County conveyance.

(a) Conveyance.—The Department of General Services, with the approval of the Governor, is hereby authorized to grant and convey to Collier Development Company, Inc., two parcels of land situate in Collier Township, Allegheny County, consisting of approximately 8.127 acres as described in subsection (b) for fair consideration in the amount of \$20,000 cash plus the costs of abating the environmental condition of the land, estimated to be an additional \$60,000.

(b) Property description.—The parcels to be conveyed pursuant to subsection (a) consist of two tracts of land situate in Collier Township, County of Allegheny, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Parcel 1

BEGINNING at an iron pin set at the western right-of-way line of Interstate Route 79 and lands of which this was originally a part; thence by new lines through lands of which this was originally a part, South 35 degrees 08 minutes 20 seconds West, 632.12 feet to a set iron pin, North 41 degrees 27 minutes 11 seconds West, 344.87 feet to a set iron pin, North 39 degrees 31 minutes 13 seconds West, 319.43 feet to a set iron pin, North 13 degrees 47 minutes 54 seconds East, 335.15 feet to a set iron pin, North 70 degrees 32 minutes 44 seconds East, 58.08 feet to a point at the lands now or formerly of Heidelberg Sports Enterprises; thence along lands now or formerly of Heidelberg Sports Enterprises, the following seven (7) courses and distances: South 19 degrees 27 minutes 16 seconds East, 70.89 feet; South 39 degrees 57 minutes 16 seconds East, 116.50 feet; South 54 degrees 43 minutes 16 seconds East, 79.20 feet; South 82 degrees 28 minutes 16 seconds East, 77.50 feet; North 80 degrees 32 minutes 44 seconds East, 120.44 feet; North 69 degrees 16 minutes 44 seconds East, 240.90 feet; North 53 degrees 16 minutes 44 seconds East, 11.13 feet to a point at the westerly right-of-way line of Interstate Route 79; thence along the westerly right-of-way line of Interstate Route 79 the following three (3) courses and distances: South 18 degrees 37 minutes 35 seconds East, 165.40 feet; South 71 degrees 22 minutes 25 seconds West, 10.00 feet South 18 degrees 37 minutes 35 seconds East, 76.50 feet to an iron pin set at the point of beginning. As described and known as Parcel 1 on Plan of Subdivision for the Department of General Services by Engelhardt-Power & Associates, Inc. Drawing No. D-3479 dated March 27, 1995, and revised May 10, 1996.

CONTAINING 339,447 square feet, approximately 7.7926 Acres.

Parcel 2

BEGINNING at a point in the center of a public road on the Westerly line of property now or formerly of W. W. Campbell; and thence from said point of beginning along the Westerly line now or formerly of W. W. Campbell, South 9 degrees 37 minutes 41 seconds East for a distance of

140.00 feet to a point; thence South 80 degrees 22 minutes 19 seconds West for a distance of 69.28 feet to a point; thence North 42 degrees 24 minutes 11 seconds West for a distance of 86.77 feet to a point; thence North 9 degrees 37 minutes 41 seconds West for a distance of 67.05 feet to the center of a public road; thence North 80 degrees 22 minutes 19 feet East for a distance of 116.25 feet to a point at place of beginning. As described and known as Parcel No.6 on Plan of Subdivision for the Department of General Services by Engelhardt-Power & Associates, Inc. Drawing No. C-2629 dated March 24, 1995.

CONTAINING an area of approximately Three Hundred Thirty-Four Thousandths (0.334) acres.

(c) Restrictions.—

(1) The conveyance shall be made under and subject to all lawful and enforceable easements and rights of others, including, but not confined to, streets, roadways and rights of any telephone, telegraph, cable, water, electric, sewer, gas or pipeline companies, as well as under and subject to any lawful and enforceable interest, estates or tenancies vested in third persons appearing of record for any portion of the land or improvements erected thereon.

(2) Buyer accepts the property as is and shall, at the buyer's expense, make all repairs, improvements and abatement of all current environmental issues and concerns to the property in accordance with the purchase agreement. The buyer shall comply with all the requirements of law and with all Federal, State and local ordinances and regulations.

(d) Deed.—The deed of conveyance shall be approved as provided by law and shall be by special warranty deed and executed by the Secretary of General Services in the name of the Commonwealth of Pennsylvania.

(e) Costs and fees.—All costs and fees, including, but not limited to, appraisal fees, title insurance and surveys incidental to conveyance shall be borne by the grantee.

(f) Limitation on transfer.—In the event this property is not conveyed to Collier Development Company, Inc., as herein authorized within 12 months of the effective date of this act, at the discretion of the Secretary of General Services, the property shall be offered for sale through auction, sealed bid or request for proposal, under the terms of the act of April 9, 1929 (P.L.177, No.175), known as The Administrative Code of 1929, and the conditions in Article XXIV-A of The Administrative Code of 1929.

(g) Disposition of proceeds.—The proceeds from the sale of the land described in this section shall be credited to the Agricultural Conservation Easement Purchase Fund.

Section 3. Effective date.

This act shall take effect immediately.

APPROVED—The 21st day of February, A.D. 2002.

MARK S. SCHWEIKER