

No. 1992-22

AN ACT

SB 1040

Authorizing and directing the Department of General Services, with the approval of the Governor, to convey the Monocacy Battlefield in Frederick, Maryland, to the United States of America; authorizing the conveyance of Ashland State General Hospital to the Ashland Area Community Hospital, Incorporated, for the purpose of operating a hospital or other health care facility on the site; authorizing the conveyance of Coaldale State General Hospital to the Carbon Schuylkill Community Hospital, Incorporated, for the purpose of operating a hospital or other health care facility on the site; and making repeals.

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

Section 1. The Department of General Services, with the approval of the Governor, is authorized and directed on behalf of the Commonwealth to grant and convey to the United States of America, for a consideration of \$1, the premises known as the Monocacy Battlefield in Frederick County, Maryland, containing approximately one-half acre of land conveyed to the Commonwealth by deed of Kate Cavanaugh, dated September 14, 1908, and recorded in Liber 8th, No. 284, Folio 449 et seq.

Section 2. The conveyance under section 1 shall be made under and subject to all easements, servitudes and rights of others, including, but not confined to, streets, roadways and rights of telephone, telegraph, water, electric, sewer, gas or pipeline companies, as well as under and subject to any interest, estates or tenancies vested in third persons, whether or not appearing of record, for any portion of the land or improvements erected thereon.

Section 3. The deed of conveyance shall contain a clause that the lands conveyed under section 1 shall be used as a historic site and that, if at any time the United States Government conveys the property or authorizes or permits the property to be used for any other purpose, the title shall revert to and revest in the Commonwealth. The deed of conveyance shall be approved as provided by law and shall be executed by the Secretary of General Services in the name of the Commonwealth.

Section 4. (a) The Department of General Services, the Department of Public Welfare and the Board of Trustees of Ashland State General Hospital, with the approval of the Governor, are hereby authorized and directed, on behalf of the Commonwealth, to grant and convey, subject to the right of reentry and reversionary interests set forth in this act, to Ashland Area Community Hospital, Incorporated, a nonprofit corporation organized and operating in this Commonwealth, in consideration of the agreement of Ashland Area Community Hospital, Incorporated, to use such properties in the operation of a hospital or other health care facility in accordance with the terms of this act, the following tracts of land situate in the Township of Butler, Schuylkill County, together with any and all buildings and improvements

now or hereafter located on or at, and used in connection with, the real property presently comprising Ashland State General Hospital. For the purposes of this section and sections 5, 6, 7 and 8, the term "real property" shall include, without limitation, such land, buildings and improvements, including fixtures and attachments thereto, and which real property is presently utilized in the operation of the Ashland State General Hospital, bounded and described as follows:

All those certain eight parcels of land with buildings and improvements, if any, erected thereon situate, lying and being in the Commonwealth, County of Schuylkill, Township of Butler, bounded and described as follows:

Tract No. 1

Beginning at a stone corner of Necho Allen Tract in the east line of Fountain Spring Tract; thence along the line between Fountain Spring Tract and land now or late of Robert Carr Wilson (party hereto) so, 12 degrees 56 minutes west 300 feet to a post; thence through lands now or late of Robert Carr Wilson aforesaid, north 71 degrees 40 minutes west 500 feet to a post; thence north 12 degrees 56 minutes east 300 feet to the south line of the Necho Allen Tract; thence along the Necho Allen Tract, south 71 degrees 40 minutes east 500 feet to the place of beginning.

Containing 3 acres and 68 7/10 perches.

Being the same premises which Robert Carr Wilson and Catherine Wilson, his wife, by their deed dated January 31, 1880, and recorded in the Office of the Recorder of Deeds of Schuylkill County on June 29, 1880, in Deed Book 156, Page 102, granted and conveyed unto the Commonwealth of Pennsylvania.

Tract No. 2

Beginning at a set stone, a corner of the Preston lands in the west line of the Fountain Spring Tract; thence by the dividing line between the Preston lands and the Fountain Spring Tract, north 12 degrees 56 minutes east 648 feet to the south side of the Centre Turnpike; thence along the south side of the said Centre Turnpike, north 78 degrees 10 minutes west 5 1/2 feet; thence north 77 degrees 34 minutes west 180 feet; thence north 75 degrees 24 minutes west 314 8/10 feet to a post on the south side of the said Centre Turnpike; thence south 12 degrees 56 minutes west 607 feet to the south line of the Preston lands; thence along the south line of the Preston lands and north line of R. C. Wilson's lands, south 71 degrees 40 minutes east 500 feet to the place of beginning.

Containing 7 acres and 24 4/10 perches.

Also, beginning at a set stone, a corner of the Preston lands in the west line of the Fountain Spring Tract; thence by the dividing line between the Preston lands and the Fountain Spring Tract, north 12 degrees 56 minutes east 648 feet to the south side of the Centre Turnpike; thence along the south side of the said Centre Turnpike, north 78 degrees 10 minutes west 5 1/2 feet; thence north 77 degrees 34 minutes west 180 feet; thence north 75 degrees 24 minutes west 314 8/10 feet to a post on the south side of the said Centre Turnpike; thence south 12 degrees 56 minutes west 607 feet to the south line of the Preston lands; thence along the south line of the Preston lands and

north line of R. C. Wilson's lands, south 71 degrees 40 minutes east 500 feet to the place of beginning.

Containing 7 acres and 27 4/10 perches.

Being the same premises which The Preston Coal and Improvement Company, by deed dated January 31, 1880, and recorded June 29, 1880, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 156, Page 105, granted and conveyed unto the Commonwealth of Pennsylvania a one-third interest in said tract; and being part of the same premises which The Philadelphia and Reading Coal and Iron Company by deed dated January 31, 1880, and recorded June 29, 1880, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 156, Page 109, granted and conveyed unto the Commonwealth of Pennsylvania a two-thirds interest in said tract.

Tract No. 3

Beginning at a set stone, a corner of the Preston lands in the west line of the Fountain Spring Tract; thence by the dividing line between the Preston lands and the Fountain Spring Tract, north 12 degrees 56 minutes east 648 feet to the south side of the Centre Turnpike; thence along the south side of the said Centre Turnpike, south 78 degrees 10 minutes east 372 feet to a stone; thence south 12 degrees 56 minutes west 992 feet to a stake; thence north 71 degrees 40 minutes west 373 feet to a post; thence north 12 degrees 56 minutes east 300 feet to the place of beginning.

Containing 8 acres and 44 1/2 perches.

Being part of the same premises which The Philadelphia and Reading Coal and Iron Company, by deed dated January 31, 1880, and recorded June 29, 1880, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 156, Page 109, granted and conveyed unto the Commonwealth of Pennsylvania.

Tract No. 4

Beginning at a point, the intersection of the west line of the State Hospital grounds with the south line of The Philadelphia and Reading Coal and Iron Company and north line of Sarah Jane Dornsife; thence along said west line of State Hospital grounds, south 16 degrees 30 minutes west 303 feet to a post; thence north 73 degrees 30 minutes west 191.06 feet to a stake; thence north 16 degrees 30 minutes east 303 feet to a stake; thence south 73 degrees 30 minutes east 191.06 feet to the point of beginning.

Containing 1 1/3 acres, more or less.

Being the same premises which Elias Dornsife and Sarah Jane Dornsife, his wife, by their deed dated October 11, 1900, and recorded in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 290, Page 226, granted and conveyed unto the trustees of the State Hospital for Injured Persons of the Anthracite Coal Region of Pennsylvania.

Tract No. 5

Beginning at a point in the western line of the Miners Hospital grounds and on the south side of the Centre Turnpike; thence along said Turnpike, north 70 degrees west 490 feet to a stake; thence south 04 degrees 43 minutes west 613 5/10 feet to a stake and stones in the south line of the Preston lands;

thence along said line, south 71 degrees 40 minutes east 400 feet to the western line of the hospital grounds aforesaid; and thence along the same, north 12 degrees 56 minutes east 584 feet to the place of beginning.

Containing 6 acres, strict measure.

Being the same premises which The Philadelphia and Reading Coal and Iron Company and The Preston Coal and Improvement Company, by deed dated May 16, 1905, and recorded June 29, 1905, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 301, Page 646, granted and conveyed unto the Commonwealth of Pennsylvania.

Tract No. 6

Beginning at a stake, a corner of the land of the party of the first part, and also of The Philadelphia and Reading Coal and Iron Company, and in the south line of the lands of the party of the second part, said point of beginning being north 71 degrees 40 minutes west 373 feet from Iron Monument No. 2, which marks the southeast corner of the land of the party of the second part; thence along land of the party of the second part, north 71 degrees 40 minutes west 500 feet to the southwest corner of lands conveyed to the party of the second part by Robert C. Wilson and wife, by deed dated January 31, 1880, and in the line of land conveyed to the party of the second part by Elias Dornsife and wife, by deed dated October 11, 1900, thence along said last mentioned land the three following courses of distances: south 12 degrees 56 minutes west 03 feet to the southeast corner; thence north 71 degrees 40 minutes west 191 $\frac{6}{10}$ feet to the southwest corner; thence north 12 degrees 56 minutes east 303 feet to the northwest corner of said last mentioned land and in the south line of land conveyed by The Preston Coal and Improvement Company and The Philadelphia and Reading Coal and Iron Company to the party of the second part, by deed dated May 16, 1905; thence along last mentioned land, north 71 degrees 40 minutes west 208 $\frac{4}{10}$ feet to the southwest corner of said last mentioned land; thence along other lands of the party of the first part, south 12 degrees 56 minutes west 438 feet to a stake, and thence still along land of the party of the first part, south 80 degrees 28 minutes east 897 $\frac{2}{10}$ feet to the place of beginning.

Containing 2.84 acres.

Together with the right to construct a sewer from a point in the south line of the land hereby demised, said point being due south from the nurse's home to be built upon the demised premises, in a southerly direction across the land of the party of the second part, a distance of 245 feet more or less, to the sewer line now in use by the party of the second part upon the land of the party of the first part, under an agreement between the parties hereto, dated October 11, 1895, and also the right of ingress and regress for maintaining and repairing the said sewer.

Being the same premises which Elias Dornsife and Sarah J. Dornsife, his wife, by their deed dated May 29, 1908, and recorded June 8, 1908, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 349, Page 134, granted and conveyed unto the trustees of the State Hospital for Injured Persons of the Anthracite Coal Region of Pennsylvania.

Tracts 1 through 6 are also being part of the same premises which The General State Authority, by deed dated November 13, 1986, and recorded December 29, 1986, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 1385, Page 657, granted and conveyed unto the Commonwealth of Pennsylvania, acting by and through the Department of General Services, under and by virtue of section 4(d) of The General State Authority Act, as amended; and are part of the same premises which The General State Authority, by deed dated June 19, 1989, and recorded April 4, 1990, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 1444, Page 116, granted and conveyed unto the Commonwealth of Pennsylvania, acting by and through the Department of General Services, under and by virtue of section 4(d) of The General State Authority Act, as amended. Tracts 4 and 6 are included in these deeds; however, no deed from the trustees of the State Hospital for Injured Persons of the Anthracite Coal Region of Pennsylvania was recorded.

Tract No. 7

RESERVOIR PROPERTY

Beginning at a stake in the north line of the Jacob Will Tract, said stake being north 64 degrees 30 minutes east 2649 feet from the post and stones corner in the north line of the Killian May Tract which is also a corner between the lands of Owen Colihan and William Hadesky; thence south 22 degrees 16 minutes east 118 feet to a stake; thence south 48 degrees 04 minutes east 446 1/10 feet to a stake; thence south 41 degrees and 44 minutes west 405 5/10 feet to a stake; thence north 47 degrees 45 minutes west 265 6/10 feet to a stake; thence south 42 degrees 15 minutes west 206 3/10 feet to a stake; thence north 48 degrees 45 minutes west 187 7/10 feet to a stake; thence north 25 degrees 52 minutes west 341 feet to a stake in the north line of said tracts, and thence north 63 degrees 57 minutes east 577 2/10 feet to the place of beginning.

Containing 8 acres.

Together with all the water that naturally flows in the stream which empties into the dam erected upon said above described premises.

Being the same premises which Albert Thompson and Mary E. Thompson, his wife, by their deed dated August 5, 1907, and recorded September 6, 1907, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 306, Page 471, granted and conveyed unto the Commonwealth of Pennsylvania.

Tract No. 8

RESERVOIR PROPERTY

Beginning at a stake in the south line of the tract conveyed unto the Commonwealth of Pennsylvania, by Albert Thompson and Mary E. Thompson, August 5, 1907, said stake being north 41 degrees 44 minutes east 233 feet from the southwest corner of the aforementioned tract; thence along the south line of said tract, north 41 degrees 44 minutes east 150 feet to a stake, said stake being south 41 degrees 44 minutes west 22 5/10 feet from a post and stone corner in the south line of said tract; thence south 48 degrees 04 minutes east 200 feet to a stake; thence south 41 degrees 44 minutes west 150

feet to a stake; thence north 48 degrees 04 minutes west 200 feet to the point of beginning.

Containing 0.69 acres.

Together with all the water that naturally flows in the stream which empties into the catch basin erected or to be erected upon the said above-described premises.

Subject to the exceptions and reservations contained in deed from Albert Thompson and Mary E. Thompson, his wife, to the grantee herein, dated August 5, 1907, and recorded in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 306, Page 471.

Being the same premises which S. Maude Kaemmerling, widow, by deed dated February 17, 1939, and recorded February 20, 1939, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book 610, Page 65, granted and conveyed unto the Commonwealth of Pennsylvania.

Together with all easements, including, but not limited to, the following:

(1) Agreement between George M. Hadesty and the trustees of the State Hospital for Injured Persons of the Anthracite Coal Region of Pennsylvania, dated December 27, 1895 and recorded April 16, 1896, in Schuylkill County Miscellaneous Book 24, Page 80.

(2) Rights of Way Agreement and Release between Clair Dimler, Executor, et al., and the Commonwealth of Pennsylvania, dated May 18, 1970, and recorded June 23, 1970, in Schuylkill County Miscellaneous Book 165, Page 398.

(3) Rights acquired by Action in Condemnation filed in the Court of Common Pleas of Schuylkill County to 487, March Term, 1964, by General State Authority vs. Frederick H. Bickert and Alma V. Bickert, his wife.

(4) Deed of Easement and Right of Way and Release between John S. Olivieri and Isabelle M. Olivieri and the Commonwealth of Pennsylvania, dated November 17, 1988, and recorded August 4, 1989, in Schuylkill County Miscellaneous Book 272, Page 282.

(5) Deed of Easement and Right of Way and Release between Michael J. Zaharick and Deborah L. Zaharick, his wife, and the Commonwealth of Pennsylvania, dated November 17, 1988, and recorded August 4, 1989, in Schuylkill County Miscellaneous Book 272, Page 290.

(6) Deed of Easement and Right of Way and Release between Thomas J. Dougherty and Clare H. Dougherty, his wife, and the Commonwealth of Pennsylvania, dated November 21, 1988, and recorded August 4, 1989, in Schuylkill County Miscellaneous Book 272, Page 298.

(7) Deed of Easement and Right of Way and Release between Eric Briel and Coleen Briel, his wife, and the Commonwealth of Pennsylvania, dated November 17, 1988, and recorded August 4, 1989, in Schuylkill County Miscellaneous Book 272, Page 306.

(b) Notwithstanding any discrepancies with the legal description of the real property contained in subsection (a), the intent of this act is to authorize the conveyance of the real property presently comprising the property of Ashland State General Hospital as determined by a valid title search to be performed in anticipation of conveyance.

(c) The documents of conveyance shall convey any and all tenements, hereditaments and appurtenances belonging to the real property, or in any way pertaining thereto, and all streets, alleys, passages, ways, water courses, water rights and all leasehold estates, easements and covenants now existing or hereafter created for the benefit of the owner or tenant of the real property, and all rights to enforce the maintenance of such real property, and all other rights, liberties and privileges of whatsoever kind or character, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of the Commonwealth in and to the real property.

(d) The conveyance described in this section shall be made under and subject to all easements, servitudes and rights of others, including, but not confined to, streets, roadways and rights of any telephone, telegraph, water, electric, sewer, gas or pipeline companies, as well as under and subject to interests, estates or tenancies vested in third persons, whether or not appearing of record, for any portion of the real property.

(e) Title to the real property to be conveyed shall be such as is acceptable to Ashland Area Community Hospital, Incorporated. If acceptable title cannot be conveyed, the Commonwealth's obligation to convey acceptable title to the real property shall cease.

Section 5. (a) The Department of General Services and the Department of Public Welfare, with the approval of the Governor, are hereby authorized and directed, on behalf of the Commonwealth, to grant and convey, subject to the rights of reentry and reversionary interest set forth in this act, to Ashland Area Community Hospital, Incorporated, in consideration of the agreement of Ashland Area Community Hospital, Incorporated, to use such property in the operation of the hospital or other health care facility and to comply with such conditions contained in sections 7 and 8, all right, title and interest of the Commonwealth in and to all tangible and intangible personal property of any nature whatsoever owned by the Commonwealth, presently utilized in the operation of Ashland State General Hospital, including, but not limited to, furnishings, equipment, vehicles, inventories, business records and patient records, attached to, or located in, on or at, the real property (including, but not limited to, drugs, biological, medical, surgical, radiological, laboratory and office inventories and supplies), the accounts receivable and such other sums as defined by the Disposition Agreement, whether or not such personal property is or shall be affixed to the real property (collectively, "personal property") and which has not been previously transferred to Ashland Area Community Hospital, Incorporated, pursuant to the terms of the lease agreement for the hospital, dated February 14, 1992.

(b) This conveyance of personal property shall not include the conveyance of the Commonwealth's rights and interest in any choses of action against third parties relating to its operation of Ashland State General Hospital except to the extent the Commonwealth, in its sole discretion, conveys such interests.

Section 6. (a) The conveyances authorized under sections 4 and 5 shall be exempt from taxes, imposts or other fees and costs to the extent that such

taxes, imposts, fees and costs are imposed by the Commonwealth or by any county or local taxing authority.

(b) The documents of conveyance of the real and personal property shall be approved and executed by the Secretary of General Services and the Secretary of Public Welfare on behalf of the Commonwealth, who are hereby empowered to convey the interests held by any and all Commonwealth agencies, boards, departments or other entities.

(c) To the extent not already transferred pursuant to the lease agreement, as of the date of the conveyance of the real and personal property, management and legal control of the affairs of Ashland State General Hospital, including, but not limited to, services, administration, personnel and other functions, shall be transferred and vested in Ashland Area Community Hospital, Incorporated. Upon the conveyance, Ashland Area Community Hospital, Incorporated, may exercise by law with respect to Ashland State General Hospital all of the powers, rights and franchises vested by law in nonprofit corporations under the laws of this Commonwealth.

(d) Any gift, grant or donation of any kind whatsoever, or any bequest, devise, gift or grant contained in any will or other instrument, in trust or otherwise, made to or for the benefit of Ashland State General Hospital whether before or after the conveyances authorized under sections 4 and 5 shall inure to the benefit of Ashland Area Community Hospital, Incorporated, and may be used by Ashland Area Community Hospital, Incorporated, for any purposes that shall be consistent with any conditions, restrictions or limitations imposed by the maker of such gift, grant, donation, bequest or devise.

(e) All agencies of the Commonwealth are authorized and directed to transfer to Ashland Area Community Hospital, Incorporated, as of the date of the conveyance of the properties, all interests in agreements to the extent assignable, including leases of every nature which are used, employed or dispensed in connection with Ashland State General Hospital.

(f) The Commonwealth is responsible for all eligible legal liabilities, including, but not limited to, accounts payable and tort liabilities arising from the Commonwealth's ownership and operation of the hospital prior to February 15, 1992, except to the extent that liabilities arising on or after February 15, 1992, relate to physical conditions or defects in the real and person property existing prior to the conveyance which a reasonable inspection could have disclosed or which have been expressly made known to Ashland Area Community Hospital, Incorporated.

(g) The appropriate State agencies are hereby authorized and directed to do all things necessary or appropriate to effectuate this transfer.

Section 7. The conveyance of real and personal property shall be conditioned upon compliance by Ashland Area Community Hospital, Incorporated, for a period of five years from the date of conveyance with the following terms and conditions which shall appear in the documents of conveyance:

(1) Ashland Area Community Hospital, Incorporated, shall provide uncompensated care, including indigent care, in reasonable amounts to persons unable to pay the costs thereof and shall comply with Federal and State law respecting its qualification for tax-exempt status and its obligations to furnish charity care services.

(2) Ashland Area Community Hospital, Incorporated, shall prohibit any of its directors from serving more than two full consecutive terms of three years as a director, and no director of Ashland Area Community Hospital, Incorporated, shall serve more than eight consecutive years as a director, including shortened terms as an initial director or to fill a vacancy. Any director serving such consecutive years or terms shall be ineligible to serve as a director until at least one year following the expiration of such director's most recent term of service.

(3) Ashland Area Community Hospital, Incorporated, shall create and implement a mechanism and procedure for receiving suggestions from the communities presently served by Ashland State General Hospital concerning the continuing composition of the Board of Directors of Ashland Area Community Hospital, Incorporated. Such mechanism and procedure shall be designed and utilized in a manner consistent with the objectives of insuring that the future operations of the facilities presently operated as Ashland State General Hospital and the composition of the Board of Directors of Ashland Area Community Hospital, Incorporated, shall reflect a broad cross section of the views and interests of the communities served by Ashland State General Hospital.

(4) Ashland Area Community Hospital, Incorporated, shall require that its board of directors be comprised of at least 11 directors.

(5) Ashland Area Community Hospital, Incorporated, shall comply with the applicable provisions of Federal and State law respecting its qualification for tax-exempt status and the prohibition against any part of its net earnings inuring to the benefit of private individuals, including, without limitation, its directors, officers, employees or members of their immediately families.

(6) Ashland Area Community Hospital, Incorporated, shall comply with Federal and State law respecting its qualification as a nonprofit corporation and its operation of a hospital or other health care facility and regarding transactions in which any directors, officers, employees or a member of their immediate families may derive a material financial interest, and, furthermore, Ashland Area Community Hospital, Incorporated, shall provide for and utilize a procedure requiring the disclosure and monitoring of such interests and transactions to ensure compliance with these provisions.

(7) Ashland Area Community Hospital, Incorporated, shall comply with the conditions in this section for a period of five years. If Ashland Area Community Hospital, Incorporated, fails to comply with the conditions in this section, the Secretary of Public Welfare shall, within the five-year period, notify Ashland Area Community Hospital, Incorporated, of this failure in writing specifying the noncompliance, and Ashland Area Community Hospital, Incorporated, shall have 60 days to cure the noncompliance. If the noncompliance is not cured within 60 days, the Commonwealth may exercise a right of reentry.

Section 8. (a) Ashland Area Community Hospital, Incorporated, shall use the real and personal property in the operation of a hospital and/or other

health care facility located on the tract of land conveyed under section 4 for a period of five years from the date of conveyance. If at any time during this period Ashland Area Community Hospital, Incorporated, fails to so use the real and personal property, then the title shall immediately revert to and revest in the Commonwealth. Upon the occurrence of an event that can cause title to the real and personal property to revert and revest in the Commonwealth, title shall revert and revest upon the Secretary of Public Welfare or the Secretary's successor filing evidence of such reverter with the recorder of deeds in the county where the hospital is located.

(b) If within five years from the date of the conveyance Ashland Area Community Hospital, Incorporated, proposes to convey all or a substantial portion of the hospital facilities presently operated as Ashland State General Hospital or if unforeseen events require that all or a substantial portion of the hospital facilities presently operated as Ashland State General Hospital be closed by Ashland Area Community Hospital, Incorporated, Ashland Area Community Hospital, Incorporated, shall provide not less than 120 days' written notice prior to the proposed date of closing or conveyance to the Department of Public Welfare, the President pro tempore of the Senate and the Speaker of the House of Representatives and shall make good faith efforts to obtain a successor owner and operator for the hospital facilities acceptable to the Department of Public Welfare.

(c) During the five-year period, the Department of Public Welfare shall have the authority to disapprove such successor owner and operator by written notice provided to Ashland Area Community Hospital, Incorporated, not more than 60 days after the giving of such notice of disposition by Ashland Area Community Hospital, Incorporated, in which case such conveyances shall not occur and shall be null and void. In the event that Ashland Area Community Hospital, Incorporated, is unsuccessful in identifying a successor owner and operator or in the event that the successor is unacceptable, the Department of Public Welfare shall be authorized to designate a successor owner and operator to whom Ashland Area Community Hospital, Incorporated, shall transfer the properties described under sections 4 and 5 within 30 days of written designation of such successor owner and operator being provided to Ashland Area Community Hospital, Incorporated, by the Department of Public Welfare prior to the proposed date of closing.

(d) If at any time during the five-year period from the date of conveyance Ashland Area Community Hospital, Incorporated, proposes to convey or to close all or a substantial portion of the hospital facilities pursuant to this section and either is:

- (1) unsuccessful in identifying a successor owner and operator for the hospital facilities; or
- (2) designates a successor owner and operator which is disapproved by the Secretary of Public Welfare,

then the title to the property shall immediately revert to and revest in the Commonwealth. In the event of such an occurrence, the Secretary of Public Welfare or the Secretary's successor shall file evidence of the reversion of the real and personal property of the hospital with the recorder of deeds in the county where the hospital is located.

(e) In the event that the real and personal property revest and revert to the Commonwealth, the reversion shall take place as of the date of the filing of evidence described in subsections (a) and (d).

Section 9. (a) The Department of General Services, the Department of Public Welfare and the Board of Trustees of Coaldale State General Hospital, with the approval of the Governor, are hereby authorized and directed, on behalf of the Commonwealth of Pennsylvania, to grant and convey, subject to the right of reentry and reversionary interests set forth in this act, to Carbon Schuylkill Community Hospital, Incorporated, a nonprofit corporation organized and operating in this Commonwealth, in consideration of the agreement of Carbon Schuylkill Community Hospital, Incorporated, to use such properties in the operation of a hospital or other health care facility in accordance with the terms of this act, the following tracts of land situate in the Borough of Coaldale, Schuylkill County, together with any and all buildings and improvements now or hereafter located on or at, and used in connection with, the real property presently comprising Coaldale State General Hospital. For the purposes of this section and sections 10, 11, 12 and 13, the term "real property" shall include, without limitation, such land, buildings and improvements, including fixtures and attachments thereto, and which real property is presently utilized in the operation of the Coaldale State General Hospital, bounded and described as follows:

All those certain six parcels of lands with buildings and improvements, if any erected thereon, situate, lying and being in the Commonwealth of Pennsylvania, County of Schuylkill, Borough of Coaldale, bounded and described as follows:

Tract No. 1

All that certain lot or piece of ground situate in the Borough of Coaldale, County of Schuylkill and State of Pennsylvania, bounded and described as follows:

Beginning at a point on the north side of Phillip Street extended 50 feet westwardly from the east side of Seventh Street; thence extending westwardly along the north side of Phillip Street extended 400 feet, and extending of that width northwardly between parallel lines at right angles to said Phillip Street 685 feet to the land of The Lehigh Coal and Navigation Company which is the south side of Ridge Street extended. Bounded on the north by land of the said The Lehigh Coal and Navigation Company; on the east by said Seventh Street; on the south by land of the said The Lehigh Coal and Navigation Company; and on the west by land of the said company now leased to Eastern Pennsylvania Railways Company for a park.

Containing 6.29 acres, more or less, as shown colored in green on map attached to and made a part of deed for same premises from the said The Lehigh Coal and Navigation Company to The Panther Creek Valley Hospital Association.

Subject to the conditions and exceptions and reservations mentioned in the deed from The Lehigh Coal and Navigation Company to The Panther Creek Valley Hospital Association above-mentioned:

Subject to the condition that the said lot or piece of ground is to be used exclusively for hospital purposes and that on failure so to use, this conveyance is to become void and the said above-described real estate is to revert to the said The Lehigh Coal and Navigation Company, its successors and assigns; and the said The Lehigh Coal and Navigation Company, its successors and assigns, may re-enter upon and hold, possess and enjoy the said described premises as of its former estate and as if this indenture had never been made, and without further notice and without any liability to the said The Panther Creek Valley Hospital Association, its successors and assigns, or to anyone for so doing, and any attorney of any court having competent jurisdiction in said county, may appear for the said The Panther Creek Valley Hospital Association, its successors and assigns, in an amicable action of ejectment, to be entered in said court on behalf of the said The Lehigh Coal and Navigation Company against the said The Panther Creek Valley Hospital Association, its successors or assigns, for the said premises and without service of notice, upon filing a copy of said deed, confess judgment in ejectment therein against the said The Panther Creek Valley Hospital Association and in favor of the said The Lehigh Coal and Navigation Company for which this shall be a sufficient warrant, and thereupon a writ of Habere Facias Possessionem may issue upon said judgment, without any stay of execution; and the said The Panther Creek Valley Hospital Association does hereby remise, release and forever quit-claim unto the said The Lehigh Coal and Navigation Company all and all manner of error and errors, misprisions, misentries, defects and imperfections whatever in the entering of said judgment or in any process or proceeding thereon or thereto or anywise touching or concerning the same.

Excepting and reserving out of the said lot or piece of ground unto the party of the first part, its tenants, lessees, successors and assigns, all coal, ores and minerals with the right to mine and take away the same, to drive air holes to the surface of said lot or piece of ground and to pass over or through said lot or piece of ground, above and below the surface in all directions, for all purposes, necessary or convenient in mining coal, ore or minerals, from said lot or piece of ground or from any other land owned or leased by the party of the first part, its tenants, lessees, successors or assigns, or for the purpose of ventilating any mine owned or operated by the party of the first part, its tenants, lessees, successors or assigns, without thereby entitling the party of the second part, its successors or assigns, to any compensation for damage thereby done to said lot or piece of ground.

Provided, always, that neither the said party of the first part, its successors or assigns, nor any other party interested in the legal or equitable title to the estate, above reserved and excepted, shall be in any way responsible for the acts or omissions of the said party of the first part, its successors or assigns, or of its officers, agents, employees, lessees or tenants, in mining or preparing coal, ore or other minerals from said lot or any adjacent property or elsewhere nor for any loss or damage which said acts or omissions may cause to the party of the second part or any other person or persons, owners or occupiers of the said lot or piece of ground; it being a condition of this grant that

the same is made and accepted, subject to the paramount right to mine and remove the coal under the said property, or in the vicinity thereof, as freely as if this conveyance had not been made, without any obligation or duty on the part of the miner to maintain, protect or support the surface.

Also, excepting and reserving to the party of the first part, its successors and assigns, all running springs and streams of water upon or adjacent to said lot or piece of ground, with the right to divert and use the same for mining and preparing coal or for any other purpose.

Also, excepting and reserving to the party of the first part, its successors and assigns, the full ownership of, in and to the roads, streets and alleys upon which said lot or piece of ground abuts, subject only to such use of the same by the party of the second part as is compatible with their use by the party of the first part, its successors and assigns, for any purpose necessary or convenient in carrying on the mining and preparation of coal, ore or minerals from its property adjacent to or in the vicinity of said roads, streets and alleys or for the purpose of supplying water, gas or other commodity to its collieries or to the community or for building sewers or other means of drainage for its land, collieries or the community.

Provided, always, nevertheless, and upon condition that if the said party of the second part, its successors or assigns, or any person occupying said lot or piece of ground shall at any time hereafter, upon the said lot or piece of ground, sell, vend or dispose of any beer, wine, rum, brandy, whiskey or any other fermented, vinous, spiritous or other intoxicating drink, without license so to do, that then and immediately thereupon, as well the present indenture as the estate hereby granted, shall cease, determine and become absolutely void; and the estate and premises hereby granted and all buildings and improvements thereon erected shall thereupon revert to the said The Lehigh Coal and Navigation Company, its successors and assigns, and the said company, its successors and assigns, may re-enter upon and hold, possess and enjoy the said described premises as of their former estate and as if this indenture had never been made.

Provided, always, nevertheless, and upon this further condition, that the said party of the second part, successors and assigns, or any other person occupying the whole or any part of the said lot or piece of ground shall not at any time apply for a license to sell intoxicating liquor at wholesale or retail to any court or other body having jurisdiction to grant such license without first obtaining the consent in writing to such application of the said party of the first part, its successors and assigns, whenever and as often as any such application for such license shall be made, and such written consent shall be filed with such application. If any such application shall be made without such written consent of the party of the first part, its successors and assigns, first being had and obtained and filed with such application, thereupon, as well as the present indenture as the estate hereby granted shall cease, determine and become absolutely void; and the estate and premises hereby granted with all buildings and improvements thereon erected shall thereupon revert to the said party of the first part, its successors and assigns, and the said party of the first part, its successors and assigns, may re-enter upon and hold, possess

and enjoy the said described premises as of its former estate and as if this indenture had never been made.

Being the same premises which The Panther Creek Valley Hospital Association by deed dated June 11, 1912, and recorded December 10, 1912, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book No. 382 at Page 171, granted and conveyed unto the Commonwealth of Pennsylvania.

Tract No. 2

The surface of all that certain lot or piece of ground situate in the Borough of Coaldale, County of Schuylkill and State of Pennsylvania, bounded and described as follows:

Beginning at a point in the north side of Phillip Street, extended 450 feet westwardly from the east side of Seventh Street, and being the southwest corner of lands conveyed by the party of the first part to The Panther Creek Valley Hospital Association by deed bearing dated December 1, 1908, and recorded in the Office for the Recording of Deeds in and for said Schuylkill County, in Deed Book 348, Page 141, etc.; thence extending westwardly along the north side of Phillip Street extended 150 feet and extending of that width northwardly between parallel lines at right angles to said Phillip Street 685 feet to other lands of The Lehigh Coal and Navigation Company, which is the south side of Ridge Street extended. Bounded on the north by lands of the said The Lehigh Coal and Navigation Company; on the east by lands sold to aforesaid Hospital Association; on the south by lands of the said The Lehigh Coal and Navigation Company; and on the west by lands of the said company now leased to Eastern Pennsylvania Railways Company for a park.

Containing 2.358 acres, more or less.

Subject to the condition that the said lot or piece of ground is to be used exclusively for hospital purposes, and on failure so to use, this conveyance is to become void and the said above-described real estate is to revert to the said The Lehigh Coal and Navigation Company, its successors and assigns, which may re-enter upon and hold, possess and enjoy the said described premises as of its former estate and as if this indenture had never been made and without further notice and without any liability to the said Commonwealth of Pennsylvania, or its assigns, or to anyone for so doing.

Together with all and singular, the buildings, improvements, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto the said surface of the said lot or parcel of ground above described, belonging or in anywise appertaining, and the reversions and remainders, rents, issues and profits of and from the surface of said lot and all the estate, right, title, interest, property, claim and demand whatsoever of the said party of the first part in law, equity or otherwise of, in, to or out of the surface of said lot; it being expressly understood by the grantee hereto that the rest, residue and remainder of the fee in and to the said lot or piece of ground is not hereby granted.

Excepting and reserving to the party of the first part, its tenants, lessees, successors and assigns, out of the grant of the surface of said lot all the oils, fossils or mineral coal, fireclay, iron and other ores and all minerals deposits that may be found on or in the herein granted premises, with the entire and

exclusive right undiminished by this grant to mine, dig and carry away the same and to pass unto, over and through said surface of said lot in all directions for that purpose.

Also, excepting and reserving all running springs and streams of water on the surface of the ground which may at any time hereafter be diverted by the said party of the first part, its tenants, lessees, successors or assigns, if it should be deemed expedient for its or their use; and also the right to divert such streams and to wholly use and exhaust the waters thereof and to discharge into such streams mine water and coal dirt or culm and any other matter; and also the right to construct and maintain water and gas pipes and electric light, telephone and telegraph wires, under, over and upon such surface doing as little damage as practicable; and also the right to drive air holes or shafts through the surface hereby granted.

Also, excepting and reserving unto the said party of the first part, its successors and assigns, the right at all times to make use and keep in repair forever any railroad or railroads through, along and across the said premises and any and all streets, roads, lanes and alleys now laid out or which may be hereafter laid out, over or adjoining the said surface.

Also, excepting and reserving unto the said party of the first part, its successors and assigns, the full ownership of, in and to the roads, streets and alleys upon which said lot or piece of ground abuts, subject only to such use of the same by the party of the second part and its assigns as is compatible with their use by the party of the first part, its tenants, lessees, successors and assigns, for any purposes necessary or convenient in carrying on the mining and preparation of coal, ore or minerals from property adjacent to or in the vicinity of said roads, streets and alleys or for the purpose of supplying water, gas, electricity, telephone, telegraph or other commodity or service to its collieries or to the community or for building sewers or other means of drainage for its land, its collieries or for the use of the community.

This indenture is accepted by the said party of the second part for itself and its assigns with a full understanding and agreement that the exceptions, reservations and conditions herein contained have materially reduced the amount of the consideration paid by the party of the second part; and that in excavating and using the land below the surface for all purposes necessary or convenient in mining coal, ores or mineral from said land and from any other land which will be done as fully and freely as if this grant had not been made and as if the said party of the first part, its successors and assigns, remained the owner of the said surface or right of soil, no compensation shall be made by the party of the first part to the said party of the second part or its assigns either from the lessees under mining leases or from the party of the first part, its successors or assigns, for injuries to or destruction of the surface in its natural condition or to any improvements or to creatures, persons or property thereon, thereby occasioned, even though such mining and working should be negligently, unskillfully and improperly done and without provision for the support of the surface, either vertical or lateral, and the said party of the second part hereby fully and unconditionally releases and discharges forever the party of the first part, its tenants, lessees,

successors and assigns, from any liability for any injury that may result to the surface of the said premises in its natural condition or to any improvements, creatures, persons or property thereon from the mining and removal of the said coal, ores or other minerals, whether said liability arises from the removal of the subjacent or the lateral support of the surface hereby granted; and further that any damages of any nature whatsoever or that may occur by reason of the mining and removal of all of the said coal and other minerals underneath the said premises or from the mining and removal of coal, ores or other minerals from the lands of the party of the first part have by such reduction been fully liquidated, released, paid and satisfied in full and the said party of the second part for itself and its assigns agrees by the acceptance of this indenture to take the said surface or right of soil with the full knowledge that the coal and other minerals thereunder have been or may be entirely mined out and removed, and that from such mining out and removal or from the mining out and removal of coal, ores or other minerals from other lands of the party of the first part or from careless mining or from other cause, the said surface and any improvements, creatures, property or persons thereon may be injured or entirely destroyed and that in this indenture there is no covenant or understanding, expressed or otherwise, that the said party of the first part, its tenants, lessees, successors or assigns, will sustain the said surface or any improvements thereon either by vertical or lateral support, but, on the contrary, this indenture is accepted by the said party of the second part, for itself and its assigns, with the full understanding and agreement that the said party of the first part does not agree, undertake or in anywise covenant to support said surface, either vertically or laterally, and that the said party of the first part, its tenants, lessees, successors and assigns, shall not in any event incur any liability whatsoever to the said party of the second part or its assigns for any injury that may occur to the said surface in its natural state or to any buildings or improvements now or hereafter erected thereon, or to any persons or creatures or property that may be thereon, by reason of mining and removal of all of the said coal and other minerals underneath the said lot or piece of ground or the mining and removal of coal or other minerals from any other lands or anything that may occur in connection therewith, or any consequence thereof, and the said party of the first part, its tenants, lessees, successors and assigns, shall not incur any liability to the said party of the second part or its assigns for any injury or damages that may occur to the said surface or to any person, buildings or personal property upon or in said surface, buildings or improvements by reason of the gases from the mines, dust, smoke and noise from the breaker where the coal from said premises, or from premises in the vicinity thereof, is prepared for market or from any other breaker or operation connected with the mining and preparation of coal by the party of the first part, its successors, tenants, lessees and assigns.

To have and to hold all and singular the surface of the said described lot or piece of ground hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances (excepting and reserving as herein excepted and reserved, and subject to all and singular, the conditions

and covenants herein expressed and contained) unto the said party of the second part and its assigns to the only proper use and behoof of the said party of the second part and its assigns forever.

And this indenture is made, delivered and accepted upon the express condition that the said party of the first part, its successors, tenants, lessees and assigns, shall be and continue to be wholly free and discharged from any and all liability in any form whatsoever for any damages of any nature whatsoever, which may happen or accrue to the party of the second part or its assigns or to the surface or any improvements on the said surface erected or to be erected by reason of the mining out and removal, in whole or in part, of the said coal or minerals, from under said surface or from other lands mined by the party of the first part, its successors, tenants, lessees or assigns. And this condition and covenant, in addition to and not in qualification of all other legal effects and results, shall so operate and take effect as though an express release and discharge to the said party of the first part, its successors, tenants, lessees and assigns, from all and every liability for any such injury or damage had been specially in due form of law upon sufficient consideration executed and delivered by the party of the second part and its assigns to the party of the first part, its successors, tenants, lessees and assigns.

Being the same premises which The Lehigh Coal and Navigation Company, by deed dated September 1, 1920, and recorded September 14, 1920, in Schuylkill County Deed Book No. 445 at Page 2, granted and conveyed unto the Commonwealth of Pennsylvania.

Tract No. 3

The surface only of all that certain lot or piece of ground, situate in the Borough of Coaldale, County of Schuylkill and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a point in the north side of Phillip Street extended 600 feet westwardly from the east side of Seventh Street and being the southwest corner of lands conveyed by The Lehigh Coal and Navigation Company to the Commonwealth of Pennsylvania, by deed dated September 1, 1920, and recorded in the Office for the Recording of Deeds in and for Schuylkill County in Deed Book No. 445, Page 2; thence (1) south 68 degrees 53 minutes west, a distance of 150.00 feet to a point; thence (2) north 21 degrees 07 minutes west, a distance of 685.00 feet to a point; thence (3) north 68 degrees 53 minutes east, a distance of 150.00 feet to a point; thence (4) south 21 degrees 07 minutes east, a distance of 685.00 feet to the point the place of beginning.

Containing 2.358 acres, more or less, as shown in yellow on Drawing L-1320 attached and made a part thereof.

Excepting and reserving to the party of the first part, its tenants, lessees, successors and assigns, out of the grant of the surface of said land, all oil, gas, coal, fireclay, iron and all mineral and subsurface matter (hereinafter called "reserved materials") that may be found on or in the herein granted premises, with the entire and exclusive right undiminished by this grant to mine, drill or pump, dig and carry away the same, and to pass into, over and through said surface of said land in all directions for that purpose.

Also, excepting and reserving all running springs and streams of water on the surface of the ground which may at any time hereafter be diverted by the said party of the first part, its tenants, lessees, successors and assigns if it should be deemed for its or their use; and also the right to divert such stream and to wholly use and use and exhaust the waters thereof and to discharge into such streams mine water and coal dirt or culm and any other matter; and also the right to construct and maintain water and gas pipes and electric light, telephone and telegraph wires under, over and upon such surface doing as little damage as practicable; and also the right to drive air holes or shafts through the surface hereby granted.

Also, excepting and reserving unto the said party of the first part, its successors and assigns, the right at all times, but not the obligation, to make, use and keep in repair forever any railroad or railroads through, along and across the said premises as well as any and all streets, roads, lanes and alleys now laid out or which may be hereafter laid out, over or adjoining the said surface, together with the right to use the roads, streets and alleys upon which said lot or piece of ground abuts, subject only to such use of the same by the party of the second part, its successors and assigns, as is compatible with their use by the party of the first part, its tenants, lessees, successors and assigns, for any purposes necessary or convenient in carrying on the removal of the reserved materials from property adjacent to, or in the vicinity of said roads, streets and alleys or for the purpose of supplying water, gas, electricity, telephone, telegraph or other commodity or service to its collieries, operations or to the community or for building sewers or other means of drainage for its land, its collieries, operations or for the use of the community.

The parties hereto mutually covenant and agree as follows: That in the excavating and using the land below the surface for all purposes necessary or convenient, in removing the reserved materials from said land and from any other land which will be done as fully and freely as if this grant had not been made and as if the said party of the first part, its successors or assigns, remained the owner of the said surface or right of soil, no compensation therefor shall be made by the party of the first part to the said party of the second part, its successors and assigns, either from the lessees under mining leases or from the party of the first part, its successors or assigns, for injuries to or destruction of the surface in its natural condition or to any improvement or to creatures, persons or property thereon, thereby occasioned, even though such mining and working should be negligently, unskillfully and improperly done and without provisions for the support of the surface, either vertical or lateral, and the said party of the second part hereby fully and unconditionally releases and discharges forever the party of the first part, its tenants, lessees, successors and assigns, from any liability for any injury that may result to the surface of the said premises in its natural condition or to any improvements, persons or property thereon from the mining and removal of the said reserved materials, whether said liability arises from the removal of either the subjacent or the lateral support of the surface hereby granted.

That this indenture is accepted by the said party of the second part for itself, its successors and assigns with a full understanding and agreement that the exceptions, reservations and conditions herein contained have materially reduced the amount of the consideration paid by the party of the second part and that any damages of any nature whatsoever that may occur by reason of the mining and removal of any or all of the said reserved materials underneath the said premises or from the mining and removal of reserved materials from other lands of the party of the first part have by such reduction been fully liquidated, released, paid and satisfied in full, and the said party of the second part for itself, its successors and assigns agrees by the acceptance of this indenture to take the said surface or right of soil with the full knowledge that the reserved materials thereunder have been or may be entirely mined out and reserved and that from such mining out and removal or from the mining out and removal of reserved materials from other lands of the party of the first part or from careless mining or from other cause the said surface and any improvements, creatures, property or persons thereon may be injured or entirely destroyed and that in this indenture there is no covenant or understanding, expressed or otherwise, that the said party of the first part, its tenants, lessees, successors or assigns, will sustain the said surface or any improvements thereon, either by vertical or lateral support, but, on the contrary, this indenture is accepted by the said party of the second part for itself, its successors and assigns with the full understanding and agreement that the said party of the first part, its successors and assigns, do not agree, undertake or in anywise covenant to support said surface, either vertically or laterally, and that the said party of the first part, its tenants, lessees, successors and assigns, shall not in any event incur any liability whatsoever to the said party of the second part, its successors and assigns, for any injury that may occur to the said surface in its natural state or to any buildings or improvements now or hereafter erected thereon or to any person or creatures or property that may be thereon by reason of mining and removal of any or all of the said reserved materials underneath the said lot or piece of ground or the mining and removal of reserved materials from any other lands or of anything that may occur in connection therewith or any consequence thereof, and the said party of the first part, its tenants, lessees, successors and assigns, shall not incur any liability to the said party of the second part, its successors and assigns, for any injury or damage that may occur to the said surface or to any person, buildings or personal property upon or in said surface, buildings or improvements by reason of the gases from the mines or wells or dust, smoke or noise from the place where the reserved materials from said premises or from premises in the vicinity thereof are prepared for market or from any other operation connected with the mining and preparation of reserved materials by the party of the first part, its successors, tenants, lessees or assigns.

This document does not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal have the complete legal right to remove all of such coal and, in that connection, damage may

result to the surface of the land and any house, building or other structure on or in such land.

This document does not sell, convey, transfer, include or insure the title to the oil, gas, fireclay, iron or other mineral and subsurface materials and right of support underneath the surface land described or referred to herein, and the owner or owners of such oil, gas, fireclay, iron or other mineral and subsurface materials have the complete legal right to remove all of such oil, gas, fireclay, iron or other mineral and subsurface materials and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land.

Being the same premises which Greenwood Stripping Corporation by deed dated December 12, 1969, and recorded December 12, 1969, in Schuylkill County Deed Book No. 1118 at Page 797, granted and conveyed unto The General State Authority.

Tract No. 4

All that certain tract, piece or parcel of land situate in the Borough of Coaldale, County of Schuylkill and State of Pennsylvania, bounded and described as follows:

Beginning at a true point of beginning the location of which is ascertained as follows: beginning at the southeasterly corner of a tract of land which was conveyed by Greenwood Stripping Corporation to the Borough of Coaldale by deed dated May 31, 1973, and recorded in the Office for Recording of Deeds in and for said Schuylkill County in Deed Book 1174, Page 127; thence along the west right of way line of Seventh Street, south 17 degrees 02 minutes east 40.00 feet to said true point of beginning; thence along lines of the last mentioned tract of land, the following two courses and distances: (1) south 72 degrees 58 minutes west 260.00 feet and (2) north 17 degrees 02 minutes west 20.00 feet to the southerly line of land of the grantee; thence along the southerly line of said last mentioned tract of land, north 72 degrees 58 minutes east 260.00 feet to the west right of way line of Seventh Street; thence along said west right of way line, south 17 degrees 02 minutes east 20.00 feet to said true place of beginning.

Containing 0.119 of an acre, more or less.

Together with all and singular, the buildings, improvements, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto the surface of said tract, piece or parcel of land, belonging or in anywise appertaining, and the reversions and remainders, rents, issues and profits of and from said surface of said tract, piece or parcel of land and all the estate, right, title, interest, property, claim and demand whatsoever of Greenwood, in law, equity or otherwise howsoever, of, in, to or out of said surface of said tract, piece or parcel of land; it being expressly understood by the grantee that the rest, residue and remainder of the fee in and to the said tract, piece or parcel of land is not hereby conveyed.

Excepting and reserving, however, to Greenwood, its tenants, lessees, successors and assigns, out of said tract, piece or parcel of land, all oil, gas, coal, fireclay, iron and all mineral and subsurface matter (hereinafter called "reserved materials") that may be found on or in said tract, piece or parcel

of land with the entire and exclusive right undiminished by this conveyance to mine, drill or pump, dig and carry away the same and to pass into, over and through said surface of said tract, piece or parcel of land in all directions for that purpose.

Excepting and reserving, moreover, all running springs and streams of water on said surface of said tract, piece or parcel of which may at any time hereafter be diverted by Greenwood, its tenants, lessees, successors or assigns, if it should be deemed expedient for its or their use; and also the right to divert such streams and to wholly use and exhaust the waters thereof and to discharge into such streams mine water and coal dirt or culm and any other matter; and also the right to laying water and gas pipes and electric light, telephone and telegraph wires, under, over or upon such surface doing as little damage as practicable; and also the right to drive air holes or shafts through said surface of said tract, piece or parcel of land.

Excepting and reserving further unto Greenwood, its successors and assigns, the right at all times, but not the obligation, to make, use and keep in repair forever any railroad or railroads through, along and across said surface of said tract, piece or parcel of land as well as any and all streets, roads, lanes and alleys now laid out or which may be hereafter laid out, over or adjoining said surface of said tract, piece or parcel of land, together with the full right to use the roads, streets and alleys upon which said tract, piece or parcel of land abuts, subject only to such use of the same by the grantees, its successors and assigns, as is compatible for their use by Greenwood, its tenants, lessees, successors and assigns, for any purpose necessary or convenient in carrying on the removal of reserved materials from property adjacent to or in the vicinity of said roads, streets and alleys or for the purpose of supplying water, gas, electricity, telephone, telegraph or other commodity or service to its collieries, operations or to the community or for building sewers or other means of drainage for its lands, its collieries, operations or for the use of the community.

This deed is accepted by resolution of the Board of The General State Authority at a meeting duly held on October 5, 1983.

The conditions and limitations of this quitclaim deed are as follows:

That in excavating and using the land below said surface for all purposes necessary or convenient in removing reserved materials from said tract, piece or parcel of land and from any other land which will be done as fully and freely as if this conveyance had not been made and as if Greenwood, its successors or assigns, remained the owner of said surface of said tract, piece or parcel of land or right of soil, no compensation therefor shall be made by Greenwood to the grantee, its successors or assigns, either from the lessees under mining leases or from Greenwood, its successors or assigns, for injuries to or destruction of said surface of said tract, piece or parcel of land in its natural condition or to any improvement or to creatures, persons or property thereon, thereby occasioned, even though such mining and working should be negligently, unskillfully and improperly done and without provisions for the support of said surface of said tract, piece or parcel of land, either vertical or lateral, and the grantee hereby fully and unconditionally releases and

discharges forever Greenwood, its tenants, lessees, successors and assigns, from any liability for any injury that may result to said surface of said tract, piece or parcel of land in its natural condition or to any improvements, persons or property thereon from the mining and removal of reserved materials, whether said liability arises from the removal of either the subjacent or the lateral support of said surface of said tract, piece or parcel of land.

That this quitclaim deed is accepted by the grantee for itself, its successors and assigns with a full understanding and agreement that the exceptions, reservations and conditions herein contained have materially reduced the value of said tract, piece or parcel of land and that any damage of any nature whatsoever that may occur by reason of the mining and removal of any or all of reserved materials underneath said tract, piece or parcel of land or from the mining and removal of reserved materials from other lands of Greenwood have by such reduction been fully liquidated, released, paid and satisfied in full and the grantee for itself, its successors and assigns agrees by the acceptance of this quitclaim deed to take such surface of said tract, piece or parcel of land or right of soil with the full knowledge that reserved materials thereunder have been or may be entirely mined out and removed and that from such mining out and removal or from the mining out and removal of reserved materials from other lands of Greenwood or from careless mining or from other cause, said surface of said tract, piece or parcel of land and any improvements, creatures, property or persons thereon may be injured or entirely destroyed, and that in this quitclaim deed there is no covenant or understanding, expressed or otherwise, that Greenwood, its tenants, lessees, successors or assigns, will sustain said surface of said tract, piece or parcel of land or any improvements thereon, either by vertical or lateral support, but, on the contrary, this quitclaim deed is accepted by the grantee, for itself, its successors and assigns, with the full understanding and agreement that Greenwood, its successors and assigns, do not agree, undertake or in anywise covenant to support said surface of said tract, piece or parcel of land, either vertically or laterally, and that Greenwood, its tenants, lessees, successors and assigns shall not in any event incur any liability whatsoever to the grantee, its successors and assigns for any injury that may occur to said surface of said tract, piece or parcel of land in its natural state or to any buildings or improvements now or hereafter erected thereon or to any persons or creatures or property that may be thereon, by reason of mining and removal of any or all of reserved materials underneath said surface of said tract, piece or parcel of land or the mining and removal of reserved materials from any other lands or of anything that may occur in connection therewith, or any consequence thereof, and Greenwood, its tenants, lessees, successors and assigns, shall not incur any liability to the grantee, its successors and assigns for any injury or damage that may occur to said surface of said tract, piece or parcel of land or to any person, buildings or personal property upon or in said surface of said tract, piece or parcel of land, buildings or improvements by reason of the gases from the mining or wells or dust, smoke or noise from the place where reserved materials from said tract, piece or parcel of land or from lands in the vicinity thereof are prepared for

market or from any other operation connected with the mining and operation of reserved materials by Greenwood, its successors, tenants, lessees or assigns.

This document does not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, and the owner or owners of such coal have the complete legal right to remove all of such coal and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land.

This document does not sell, convey, transfer, include or insure the title to the oil, gas, fireclay, iron or other mineral and subsurface materials and right of support underneath the surface land described or referred to herein, and the owner or owners of such oil, gas, fireclay, iron or other mineral and subsurface materials have the complete legal right to remove all of such oil, gas, fireclay, iron or other mineral and subsurface materials and, in that connection, damage may result to the surface of the land and any house, building or other structure on or in such land.

And this quitclaim deed is made, delivered and accepted upon the express condition that Greenwood, its successors, lessees and assigns, shall be and continue to be wholly free and discharged from any and all liability, in any form whatsoever, for any damage of any nature whatsoever, which may happen or accrue to the grantee, its successors or assigns or to said surface of said tract, piece or parcel of land or any improvements on said surface of said tract, piece or parcel of land erected or to be erected by reason of the mining out and removal in whole or part of reserved materials from under said surface of said tract piece or parcel of land or from any lands mined by Greenwood, its successors, tenants, lessees or assigns, whether such removal be by deep mining or drilling, excavating or strip mining. And this condition and covenant, in addition to and not in qualification of all other legal effects and results, shall so operate and take effect as though an express release and discharge to Greenwood, its successors, lessees and assigns, from all and every liability for any such injury or damage had been specially in due form of law and upon sufficient consideration executed and delivered by the grantee, its successors and assigns, to Greenwood, its successors, lessees and assigns.

Being the same premises which Greenwood Mining Corporation and the Commonwealth of Pennsylvania, by deed dated November 30, 1983, and recorded February 10, 1984, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book No. 1340 at Page 556, granted and conveyed unto The General State Authority.

Tract No. 5

The point of beginning is located 570 feet from the intersection of the hospital property line on the west side of Seventh Street and the hospital property on the north side of Phillips Street; thence south 25 degrees 31 minutes east, a distance of 28 feet to a point; thence south 64 degrees 29 minutes west, a distance of 140 feet to a point; thence north 25 degrees 31 minutes west, a distance of 28 feet to a point; thence north 64 degrees 29 minutes east, a distance of 140 feet to the point of beginning.

Containing 0.1 acres, more or less.

Being the same premises as described as Parcel No. 1 in deed dated June 18, 1969, and recorded June 20, 1969, in Schuylkill County Deed Book No. 1111 at Page 1002, between the Commonwealth of Pennsylvania and The General State Authority.

Tract No. 6

Right of Way

The point of beginning is located 550 feet from the intersection of the hospital property line on the west side of Seventh Street and the hospital north property line; thence south 64 degrees 29 minutes west, for a distance of 60 feet to a point; thence north 30 degrees 00 minutes west, a distance of 274 feet to a point on the south side of Panther Creek; thence along same and in an easterly direction for a distance of 62 feet, more or less, to a point; thence south 30 degrees 00 minutes east, a distance of 274 feet to the place of beginning.

Containing 0.4 acres.

Being the same premises as described as right of way in deed dated June 18, 1969, and recorded June 20, 1969, in Schuylkill County Deed Book No. 1111 at Page 1002, between the Commonwealth of Pennsylvania and The General State Authority.

Tracts 1 through 6 are being part of the same premises which The General State Authority, by deed dated November 13, 1986, and recorded December 29, 1986, in Schuylkill County Deed Book 1385, Page 657, granted and conveyed unto the Commonwealth of Pennsylvania, acting by and through the Department of General Services, and being the same premises which The General State Authority, by deed dated June 19, 1989, and recorded April 4, 1990, in the Office of the Recorder of Deeds of Schuylkill County in Deed Book No. 1444 at Page 0116, granted and conveyed unto the Commonwealth of Pennsylvania, acting by and through the Department of General Services.

Easements

Together with all tenements, hereditaments and appurtenances belonging to the property, buildings and improvements described in this section or in any way pertaining thereto, and all streets, alleys, passages, ways, water courses, water rights and all leasehold estates, easements and covenants now existing or hereafter created for the benefit of the owner or tenant of the property described in this section and all rights to enforce the maintenance of such property, and all other rights, liberties and privileges of whatsoever kind or character, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of the Commonwealth in and to the property, buildings and improvements described in this section.

(b) Notwithstanding any discrepancies with the legal description of the real property contained in subsection (a), the intent of this section is to authorize the conveyance of the real property presently comprising the property of Coaldale State General Hospital as determined by a valid title search to be performed in anticipation of conveyance.

(c) The documents of conveyance shall convey any and all tenements, hereditaments and appurtenances belonging to the real property, or in any way pertaining thereto, and all streets, alleys, passages, ways, water courses, water rights and all leasehold estates, easements and covenants now existing or hereafter created for the benefit of the owner or tenant of the real property and all rights to enforce the maintenance of such real property, and all other rights, liberties and privileges of whatsoever kind or character, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of the Commonwealth in and to the real property.

(d) The conveyance described in this section shall be made under and subject to all easements, servitudes and rights of others, including, but not confined to, streets, roadways and rights of any telephone, telegraph, water, electric, sewer, gas or pipeline companies, as well as under and subject to interests, estates or tenancies vested in third persons, whether or not appearing of record, for any portion of the real property.

(e) Title to the real property to be conveyed shall be such as is acceptable to Carbon Schuylkill Community Hospital, Incorporated. If acceptable title cannot be conveyed, the Commonwealth's obligation to convey acceptable title to the real property shall cease.

Section 10. (a) The Department of General Services and the Department of Public Welfare, with the approval of the Governor, are hereby authorized and directed, on behalf of the Commonwealth of Pennsylvania, to grant and convey, subject to the rights of reentry and reversionary interest set forth in this act, to Carbon Schuylkill Community Hospital, Incorporated, in consideration of the agreement of Carbon Schuylkill Community Hospital, Incorporated, to use such property in the operation of the hospital or other health care facility and to comply with such conditions contained in sections 12 and 13, all right, title and interest of the Commonwealth in and to all tangible and intangible personal property of any nature whatsoever owned by the Commonwealth, presently utilized in the operation of Coaldale State General Hospital, including, but not limited to, furnishings, equipment, vehicles, inventories, business records and patient records, attached to, or located in, on or at, the real property, including, but not limited to, drugs, biological, medical, surgical, radiological, laboratory and office inventories and supplies, the accounts receivable and such other sums as defined by the Disposition Agreement, whether or not such personal property is or shall be affixed to the real property (collectively, "personal property") and which has not been previously transferred to Carbon Schuylkill Community Hospital, Incorporated, pursuant to the terms of the lease agreement for the hospital dated February 14, 1992.

(b) This conveyance of personal property shall not include the conveyance of the Commonwealth's rights and interests in choses of action against third parties relating to its operation of Coaldale State General Hospital except to the extent the Commonwealth, in its sole discretion, conveys such interests.

Section 11. (a) The conveyances authorized under sections 9 and 10 shall be exempt from taxes, imposts or other fees and costs to the extent that such taxes, imposts, fees and costs are imposed by the Commonwealth or by any county or local taxing authority.

(b) The documents of conveyance of the real and personal property shall be approved and executed by the Secretary of General Services and the Secretary of Public Welfare on behalf of the Commonwealth of Pennsylvania, who are hereby empowered to convey the interests held by any and all Commonwealth agencies, boards, departments or other entities.

(c) To the extent not already transferred pursuant to the lease agreement, as of the date of the conveyance of the real and personal property, management and legal control of the affairs of Coaldale State General Hospital, including, but not limited to, services, administration, personnel and other functions, shall be transferred and vested in Carbon Schuylkill Community Hospital, Incorporated. Upon the conveyance, Carbon Schuylkill Community Hospital, Incorporated, may exercise by law with respect to Coaldale State General Hospital all of the powers, rights and franchises vested by law in nonprofit corporations under the laws of this Commonwealth.

(d) Any gift, grant or donation of any kind whatsoever, or any bequest, devise, gift or grant contained in any will or other instrument, in trust or otherwise, made to or for the benefit of Coaldale State General Hospital whether before or after the conveyances authorized under sections 9 and 10 shall inure to the benefit of Carbon Schuylkill Community Hospital, Incorporated, and may be used by Carbon Schuylkill Community Hospital, Incorporated, for any purposes that shall be consistent with any conditions, restrictions or limitations imposed by the maker of such gift, grant, donation, bequest or devise.

(e) All agencies of the Commonwealth of Pennsylvania are authorized and directed to transfer to Carbon Schuylkill Community Hospital, Incorporated, as of the date of the conveyance of the properties, all interests in agreements to the extent assignable, including leases of every nature which are used, employed or dispensed in connection with Coaldale State General Hospital.

(f) The Commonwealth of Pennsylvania is responsible for all eligible legal liabilities, including, but not limited to, accounts payable and tort liabilities arising from the Commonwealth's ownership and operation of the hospital prior to February 15, 1992, except to the extent that liabilities arising on or after February 15, 1992, relate to physical conditions or defects in the real and personal property existing prior to the conveyance which a reasonable inspection could have disclosed or which have been expressly made known to Carbon Schuylkill Community Hospital, Incorporated.

(g) The appropriate Commonwealth agencies are hereby authorized and directed to do all things necessary or appropriate to effectuate this transfer.

Section 12. The conveyance of real and personal property shall be conditioned upon compliance by Carbon Schuylkill Community Hospital, Incorporated, for a period of five years from the date of conveyance with the following terms and conditions which shall appear in the documents of conveyance:

(1) Carbon Schuylkill Community Hospital, Incorporated, shall provide uncompensated care, including indigent care, in reasonable amounts to persons unable to pay the costs thereof and shall comply with Federal and State law respecting its qualification for tax-exempt status and its obligations to furnish charity care services.

(2) Carbon Schuylkill Community Hospital, Incorporated, shall prohibit any of its directors from serving more than two full consecutive terms of three years as a director, and no director of Carbon Schuylkill Community Hospital, Incorporated, shall serve more than eight consecutive years as a director, including shortened terms as an initial director or to fill a vacancy. Any director serving such consecutive years or terms shall be ineligible to serve as a director until at least one year following the expiration of such director's most recent term of service.

(3) Carbon Schuylkill Community Hospital, Incorporated, shall create and implement a mechanism and procedure for receiving suggestions from the communities presently served by Coaldale State General Hospital concerning the continuing composition of the Board of Directors of Carbon Schuylkill Community Hospital, Incorporated. Such mechanism and procedure shall be designed and utilized in a manner consistent with the objectives of insuring that the future operations of the facilities presently operated as Coaldale State General Hospital and the composition of the Board of Directors of Carbon Schuylkill Community Hospital, Incorporated, shall reflect a broad cross section of the views and interests of the communities served by Coaldale State General Hospital.

(4) Carbon Schuylkill Community Hospital, Incorporated, shall require that its Board of Directors be comprised of at least 11 directors.

(5) Carbon Schuylkill Community Hospital, Incorporated, shall comply with the applicable provisions of Federal and State law respecting its qualification for tax-exempt status and the prohibition against any part of its net earnings inuring to the benefit of private individuals, including, without limitation, its directors, officers, employees or members of their immediate families.

(6) Carbon Schuylkill Community Hospital, Incorporated, shall comply with Federal and State law respecting its qualification as a nonprofit corporation and its operation of a hospital or other health care facility and regarding transactions in which any directors, officers, employees or a member of their immediate families may derive a material financial interest. Furthermore, Carbon Schuylkill Community Hospital, Incorporated, shall provide for and utilize a procedure requiring the disclosure and monitoring of such interests and transactions to ensure compliance with these provisions.

(7) Carbon Schuylkill Community Hospital, Incorporated, shall comply with the conditions in this section for a period of five years. If Carbon Schuylkill Community Hospital, Incorporated, fails to comply with the conditions in this section, the Secretary of Public Welfare shall, within said five-year period, notify Carbon Schuylkill Community Hospital, Incorporated, of this failure in writing specifying the noncompliance, and Carbon Schuylkill Community Hospital, Incorporated, shall have 60 days to cure the

noncompliance. If the noncompliance is not cured within 60 days, the Commonwealth may exercise a right of reentry.

Section 13. (a) Carbon Schuylkill Community Hospital, Incorporated, shall use the real and personal property in the operation of a hospital and/or other health care facility located on the tract of land conveyed under section 9 for a period of five years from the date of conveyance. If at any time during this period Carbon Schuylkill Community Hospital, Incorporated, fails to so use the real and personal property, then the title shall immediately revert to and revest in the Commonwealth. Upon the occurrence of an event that can cause title to the real and personal property to revert and revest in the Commonwealth, title shall revert and revest upon the Secretary of Public Welfare or his successor filing evidence of such reverter with the recorder of deeds in the county where the hospital is located.

(b) If within five years from the date of the conveyance Carbon Schuylkill Community Hospital, Incorporated, proposes to convey all or a substantial portion of the hospital facilities presently operated as Coaldale State General Hospital or if unforeseen events require that all or a substantial portion of the hospital facilities presently operated as Coaldale State General Hospital be closed by Carbon Schuylkill Community Hospital, Incorporated, Carbon Schuylkill Community Hospital, Incorporated, shall provide not less than 120 days' written notice prior to the proposed date of closing or conveyance to the Department of Public Welfare, the President pro tempore of the Senate and the Speaker of the House of Representatives and shall make good faith efforts to obtain a successor owner and operator for the hospital facilities acceptable to the Department of Public Welfare.

(c) During the five-year period, the Department of Public Welfare shall have the authority to disapprove such successor owner and operator by written notice provided to Carbon Schuylkill Community Hospital, Incorporated, not more than 60 days after the giving of such notice of disposition by Carbon Schuylkill Community Hospital, Incorporated, in which case such conveyances shall not occur and shall be null and void. In the event that Carbon Schuylkill Community Hospital, Incorporated, is unsuccessful in identifying a successor owner and operator or in the event that the successor is unacceptable, the Department of Public Welfare shall be authorized to designate a successor owner and operator to whom Carbon Schuylkill Community Hospital, Incorporated, shall transfer the properties described under sections 9 and 10 within 30 days of written designation of such successor owner and operator being provided to Carbon Schuylkill Community Hospital, Incorporated, by the Department of Public Welfare prior to the proposed date of closing.

(d) If at any time during the five-year period from the date of conveyance Carbon Schuylkill Community Hospital, Incorporated, proposes to convey or to close all or a substantial portion of the hospital facilities pursuant to this section and either:

(1) is unsuccessful in identifying a successor owner and operator for the hospital facilities; or

(2) designates a successor owner and operator which is disapproved by the Secretary of Public Welfare;
then the title to the property shall immediately revert to and revest in the Commonwealth. In the event of such an occurrence, the Secretary of Public Welfare or his successor shall file evidence of the reversion of the real and personal property of the hospital with the recorder of deeds in the county where the hospital is located.

(e) In the event that the real and personal property revest and revert to the Commonwealth, the reversion shall take place as of the date of the filing of evidence described in subsections (a) and (d).

Section 14. The following acts and parts of acts are repealed insofar as they are inconsistent with this act:

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

Act of June 13, 1967 (P.L.31, No.21), known as the Public Welfare Code.

Section 15. This act shall take effect immediately.

APPROVED—The 13th day of April, A. D. 1992.

ROBERT P. CASEY