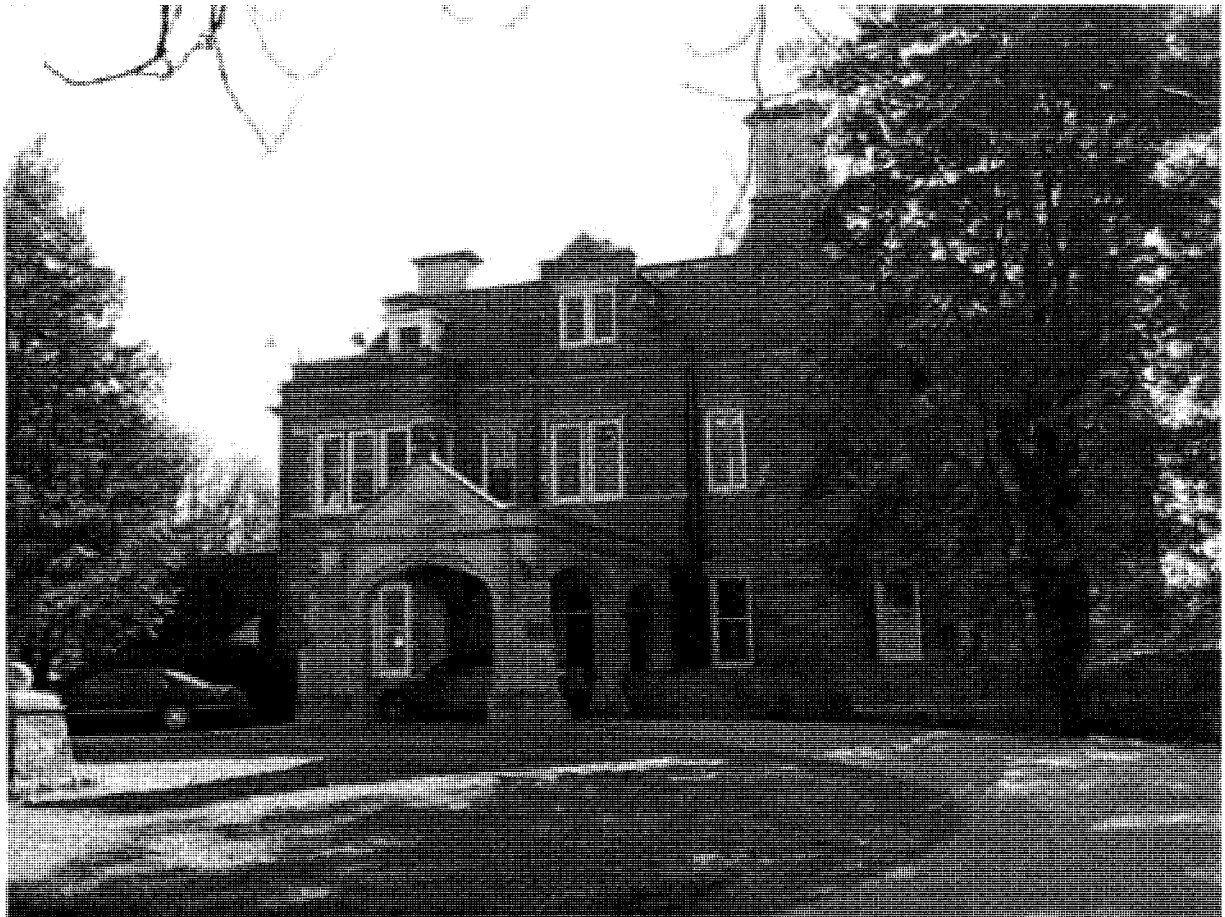


**209 West Chestnut Hill Avenue
Philadelphia, Pennsylvania**



*Grant of Preservation Easement
and
Declaration of Restrictive Covenants*

April, 2004

Baseline Documentation
Grant of Preservation Easement
and
Declaration of Restrictive Covenants

209 West Chestnut Hill Avenue
Philadelphia, Pennsylvania
April - 2004

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SUMMARY OF EASEMENT

Purpose of the Chestnut Hill Historical Society

The holder of this easement is the Chestnut Hill Historical Society, which is a qualified organization eligible to accept and hold easements in accordance with the Internal Revenue Code of 1986 and amendments.

Chestnut Hill Historical Society (CHHS), founded in 1967, is a non-profit corporation established as a public charity for the purposes of conserving natural and historic resources, cultural artifacts and environmentally sensitive areas, promoting historical research, and for other charitable, scientific and educational purposes. Its primary area of concern is the section of the City of Philadelphia known as Chestnut Hill, being that area centered on Germantown Avenue between Northwestern Avenue to the northwest and Cresheim Valley Drive to the southeast.

To further its mission in preservation and conservation, CHHS, in partnership with the Friends of the Wissahickon, accepts easements on properties in its area of concern that possess clear historic and/or environmental importance to the fabric of historic Chestnut Hill's neighborhoods and open spaces. It also accepts easements outside of its immediate area which protect the Wissahickon watershed where it feeds into Philadelphia's Wissahickon Valley.

Preservation Purposes of the 209 West Chestnut Hill Avenue Preservation Easement

209 West Chestnut Hill Avenue, known as Greylock, is located in Chestnut Hill within the City of Philadelphia, PA approximately 1/2 a mile west of Germantown Avenue, in an area once esteemed for the country estates of Philadelphia's early-20th century captains of commerce and industry. The immediate area of West Chestnut Hill Avenue and Towanda Street still contain a number of imposing houses set on large open lots such as this one. This 6.67 acre property is already protected by a conservation easement recorded on 5/16/2001. It is one of a number of protected parcels of land in the immediate area. The owner of this property now wants to further protect the property by granting a preservation easement to protect the facades on the Mansion and Garage in order to prevent alteration, additions or demolition that would diminish the historic character of these structures.

The preservation easement prevents future changes to the four facades (except for the northeast facades) of each building and the large terrace of the Mansion thereby retaining the exterior appearance that has changed little since the buildings were constructed in 1909. This Jacobean-style 18,300 square foot Mansion is listed on the National Register of Historic Places as part of the Chestnut Hill National Historic District. It was designated as significant on the inventory of historic resources that was part of the application for the National Register in 1985. The estate was built in 1909 for Henry Laughlin, a retired Steel magnate who owned this lot and a large adjoining parcel. The 4,400 square foot garage, which contained an apartment, was constructed at the same time. The buildings were designed by W. H. Carpenter of Carpenter and Crocket, a Pittsburgh-based architectural firm.

In the 1940s the property was purchased by the Sisters of Mary Immaculate an order of Ukrainian nuns who used the Mansion and Garage as facilities to care for the elderly. They sold it at auction to a principal of USABankShares.com in November of 1999. The original gate house and entrance off of Crefeld Street were sold separately at an earlier date.

There are a number of obtrusive elements that have been applied to both structures over the years that detract from the original appearance. These include, metal awnings over entranceways, exterior lighting fixtures, security camera stanchions, mechanical equipment and a small brick addition to the Mansion. The easement document specifies removal of these objects if and when they need to be replaced.

Existing Conditions

Mansion:

The masonry building is of dressed stone (Wissahickon Schist) with mostly straight but irregular courses. Lintels, a projecting cornice, window surrounds, intermittent decorative horizontal bands above and below windows and other details are of cast stone. The projecting cornice is topped by parapet walls or stone gable ends with chimneys. On the southeast façade, dormers front onto balconies behind the parapet wall.

The side-gabled, 3-rank entrance façade (northwest) features an asymmetrical 3-story central bay with a stepped gable-shaped top, flanked by a two story projecting bay to the north and a 3-story gabled section to the south divided by a projecting chimney which is topped by 3 connected, tall, angled stone flues. A cast stone, flat-roofed porte-cochere projects from the entrance door, featuring angled buttresses at the end corners, stone gable ends (one topped by a decorative stone sphere) and five flat, gothic arches. The aluminum ceiling is not original. The double entrance door is wood with side lites and a three-part transom. Decorative iron grills cover the doors. A flagstone terrace that surrounds three sides of the Mansion, begins under the porte-cochere.

The 5-rank southwest façade sits on the terrace. The northern end is a projecting 2-story bay with a recessed 3rd-story shed dormer. Next to it is a 3-story gabled section in the same plane as the adjoining two-story section with another recessed 3rd-story shed dormer. The stair hall projects out featuring a nine-part, multi-light window. The southern portion of this façade is another 3-story, gable-end, divided by a chimney element that steps in twice as it rises. It too is topped by angled cast stone flues. Two long areaways run along most of this facade to let light into the basement. They are surrounded by metal railings (not original).

The southeast façade viewed from Chestnut Hill Avenue features the imposing retaining wall supporting the terrace. Stone stairs at both ends provide access to the ground. Above the terrace is a 7-ranked, side-gabled, symmetrical façade with three projecting 2-story bays, each topped by a balcony behind the parapet wall and gabled stone dormers set back from the wall. A gabled, cast stone pavilion similar to the porte-cochere projects from the central bay onto the terrace. It has 3 flat arches (2 side and 1 end) and a gabled slate roof. A metal fire escape extends eastward from the central bay balcony to the terrace. It has a landing below the 2nd-story windows of the eastern bay.

The 4-rank, northeast facade faces the Garage. The projecting southeast end is a 4-story, gable-end divided by a chimney, similar to the one on the southwest façade. The second rank is a 4-story, flat-roofed element adjacent to another 4-story section set slightly forward. Two chimneys flank the 4th floor flat-roof dormer which is set back from the parapet wall. A service court at ground (basement) level is accessible by doors from all three of these elements. It in turn is accessible by stairs leading initially from the parking area to grade level and then by additional steps into the court. A stone retaining wall with a pipe rail forms the northeast and southeast sides of the court. The northeast end of this façade is a three story element. Projecting from this and the adjacent third rank is a flat-roofed one-story service wing. Its southeast façade is two stories, fronting on the service court. Another brick one story element project from the end of this addition, It is not original.

Between the Mansion and the Garage is a paved parking area. An iron fence with several stone pillars topped with stone spheres forms the north side of this area.

Garage:

The garage is predominantly a long two-story, stone building with a steep gabled slate roof, which is narrower on the southeastern end. Two stone chimneys penetrate this roof – one in each section and a copper vent/weather vane sit on the peak. The southeast end also ties into a retaining wall that forms the southeast end of the paved court on the northeast side of the Garage.

On the southwest elevation the exterior stone wall projects upward to form a small, gabled dormer in the narrower southern wing and a large gabled dormer with a small circular window in the larger wing. Below this window is an entrance door flanked by two slightly projecting buttresses and accessible by a stone stair of 5 steps. The stair railing and metal awning are not original – nor is the mechanical equipment located in front of the smaller wing.

The northwest end is a simple gable with two windows. The northeast façade faces the narrow court and stone property wall. The façade features a long shed-roof dormer at the 2nd-story that projects above adjacent roof eaves; two widely separated garage doors (not original) at the north end; an entrance door and windows under the long shed dormer and another separate shed dormer that penetrates the roof at the southern end. Some original window openings appear to have been filled in some time ago. A metal awning over the door and a balcony and awning projecting from the 2nd floor are not original.

Summary of Restrictive Covenants

The Grant of Façade Preservation Easement and Deed of Restrictive Covenants was signed by Nova Bank (formerly vBank), the Owners, and by Patricia Cove, President of the Chestnut Hill Historical Society, the Easement Holder, in April of 2004. The easement was recorded in the Philadelphia County Book of Deeds ,2000 as document _____.

This Preservation Easement is intended to supplement the previously granted Conservation Easement as amended, which restricts on the on the open space and uses of the property (including subdivision). This easement requires maintenance and preservation of the exterior of the physical strautures of the Mansion and Garge. The two easements should be interpreted together.

The following summary is intended solely to acquaint current and future owners of 209 West Chestnut Hill Avenue with the Conservation Easement. Because the summary simplifies the more exact and complete language of the easement document, the language of the easement will always be final and conclusive.

Scope of Easement Rights

- The term "Owner" applies to the current owner and, thereafter, each subsequent entity holding any interest in the property, or a portion of the property. Former owners are not liable for violations of the easement subsequent to their ownership.
- Owner reserves all rights and responsibilities accruing from ownership of the property not expressly prohibited, restricted, or limited by the terms of the Easement.
- The Easement Holder has the right, at reasonable times and in a reasonable manner, to enter and inspect the property in order to monitor the Owners' compliance with the terms of the Easement, document changes in the property, review proposed changes, and take protective actions necessary to preserve the Conservation Objectives of the Easement.
- The Easement Holder has the right to enforce the provisions of the easement at law and in equity.
- The Easement Holder has the right to maintain the scenic view of the property but the easement does not grant the right of the public to enter the property.

Preservation Requirements

- The Mansion and Garage must be maintained and kept structurally sound and in good repair in accord with the Minimum Maintenance Program and Standards accompanying the easement.
- The facades off the Mansion and Garage must be preserved and maintained to retain the appearance documented in the existing conditions information accompanying the easement except where changes are permitted with the Easement Holders approval or changes are required by law.
- Changes or modifications to the northeast facades of the both the Mansion and Garage may be permitted with the approval of the Easement Holder.

- In case of fire or other casualty the Mansion or the Garage must be restored as nearly as possible to the Existing Conditions, unless more than 50% of the Mansion or Garage is destroyed
- The following is permitted without prior review:

- Ordinary cleaning,, repair and maintenance in accordance with the Maintenance Standards.
- Any repair, replacement or maintenance item required for compliance with the Maintenance Standards
- Construction affecting only non-structural, interior portions of the Mansion or Garage

The following is permitted with prior review and approval by the Easement Holder:

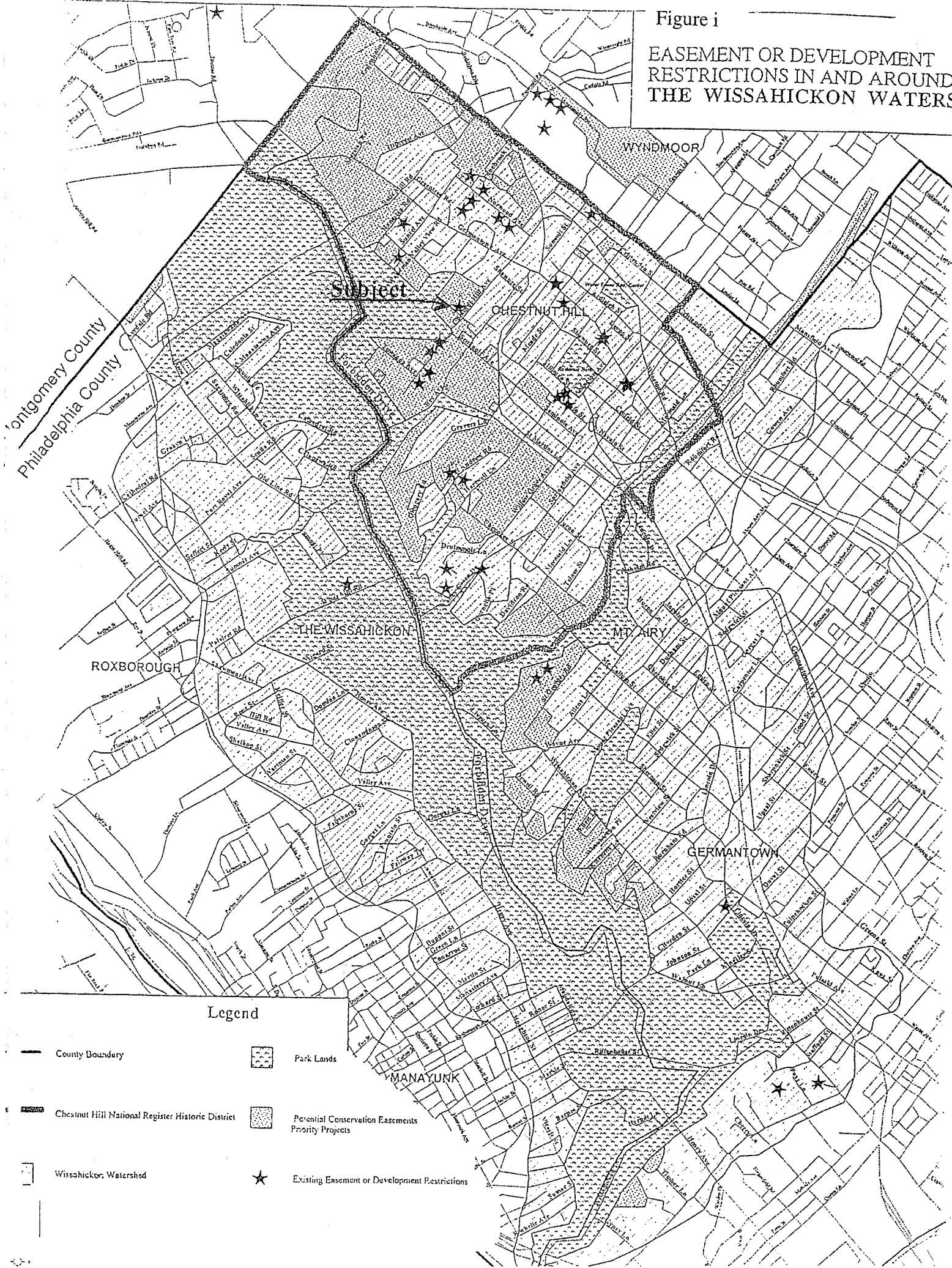
- Any work that is permitted under the Maintenance Standards that requires prior review
- Restoration or replacement of any Protected Facade damaged by fire or casualty
- Specific standards govern the following elements:
 - Existing wooden windows; metal flashing; leaded glass; roof materials; paint colors; masonry repair and repointing; masonry cleaning; gutters and downspouts.
- Certain “non-historic” existing elements such as the paint color, metal awnings, exterior lighting fixtures etc. are listed in an exhibit accompanying the easement. These elements cannot be replaced as-is. The easement holder must approve proposed replacements of (or major repairs to) these elements, which detract from the historic character of the facades.

Review Process:

- When a review and approval by the Easement holder is required, the Owner shall submit required information to the Easement Holder at least 30 days before any construction or activity needing approval is to begin.
- Easement Holder must notify Owner within 50 days of receipt of material whether it approves, approves with conditions or disapproves Owner’s proposed activity.

Figure i

EASEMENT OR DEVELOPMENT
RESTRICTIONS IN AND AROUND
THE WISSAHICKON WATERSHED



Appendix A:

Chestnut Hill Historical Society
Board Resolution to Accept
209 West Chestnut Hill Avenue
Preservation Easement

CERTIFIED COPY OF RESOLUTIONS
CHESTNUT HILL HISTORICAL SOCIETY

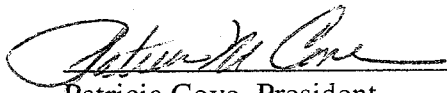
Patricia Cove, President of the Chestnut Hill Historical Society, hereby certifies that the following resolution has been duly approved by the Society, in accordance with its by-laws:

RESOLVED, that the Society receive from Nova Bank or its designated subsidiary, or subsequent owner, Greylock Holdings LLC, a Grant of Preservation Easement and a Declaration of Restrictive Covenants relating to developed property at 209 West Chestnut Hill Avenue, Philadelphia, Pennsylvania.

FURTHER RESOLVED, that the Society approve an amendment to the conservation easement recorded on 16 May, 2001 for the same property to conform with changes negotiated with the owners to accommodate a new ownership structure.

FURTHER RESOLVED, that the officers of this Society are authorized to execute such documents and to take such further actions as may be necessary to effectuate acquisition of Deeds of Easement and Declarations of Restrictive Covenants and to complete the amendment, as recited above.

March 22, 2004



Patricia Cove, President
Chestnut Hill Historical Society

Appendix B:

**Grant of Preservation Easement and
Declaration of Restrictive Covenants**

GRANT OF FACADE PRESERVATION EASEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS

3/31/04

THIS GRANT OF FACADE PRESERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this **Preservation Easement**) made as of March 31, 2004, is entered into by and between NOVA SAVINGS BANK, a Pennsylvania banking corporation with its offices at 1535 Locust Street, Philadelphia, Pennsylvania 19102 (**Owner**), and CHESTNUT HILL HISTORICAL SOCIETY, a Pennsylvania non-profit corporation having its office at 8708 Germantown Avenue, Philadelphia, Pennsylvania 19118 (the **Easement Holder**).

1 BACKGROUND AGREEMENTS AND DEFINITIONS.

Initially capitalized terms which appear in this Preservation Easement and are not defined in this Article I are defined elsewhere herein, including in Article VI of this Preservation Easement.

- 1.1 **Property.** Owner is the sole legal and equitable owner in fee simple, free and clear of any mortgages or other liens, of certain real property located at 209 West Chestnut Hill Avenue, Philadelphia, Pennsylvania (the **Property**) on which is constructed a large detached Jacobean style stone mansion house originally constructed around 1908-1909 (the **Mansion**) and a detached four car stone carriage house with separate living quarters on the second floor (the **Carriage House**). The Property is described by metes and bounds in **Exhibit "A"**.
- 1.2 **Owner.** The term **Owner** as used herein means the above named present owner of the Property and each subsequent owner of the Property, or, if applicable, the future separate owners of Mansion Lot or the Carriage Lot (as those terms are defined in § 1.13 hereof). When in this Preservation Easement a reference is intended to only Nova Savings Bank, the present owner, and not to any subsequent owner of the Property, the term **Nova** is used.
- 1.3 **Historic Significance.** The Property is within the Chestnut Hill Historic District (the **District**) listed by the United States Department of the Interior in the Registry of Historic Places. In the inventory of the District the Property is recognized as being significant to the District. The Mansion and the Carriage House are historic buildings.
- 1.4 **Public Views** The generally open nature of the Property provides the public travelling on Chestnut Hill Avenue with an unobstructed view of the Mansion and Carriage House on the Property. The Mansion and the Carriage House are at the rear of the Property's open sweeping lawn and green space extending back from Chestnut Hill Avenue to those

structures. The Mansion and Carriage House are also visible from a nearby public walking path in the Wissahickon Valley part of Fairmount Park (the **Walking Path**).

- 1.5 Qualification of Easement Holder. The Easement Holder is a Qualified Organization and desires to accept this Preservation Easement in furtherance of Preservation Purposes.
- 1.6 Purposes of Easement Holder. The acquisition of this Preservation Easement will further the goals of the Easement Holder of fostering the preservation of the District's heritage of historically significant structures and its architectural, scenic and open space values, by providing for the preservation of Mansion and the Carriage House and their the facades, and the public views thereof.
- 1.7 Existing Conservation Easement Easement Holder already holds a conservation easement on the Property, as set forth in a certain Grant of Conservation Easement and Declaration of Restrictive Covenants dated November 2, 2000, and recorded in the Department of Records of the City of Philadelphia in ~~Deed Book~~ ^{Document ID No 502-52331}, page ~~_____~~, which was granted to Easement Holder by Nova, then known as vBank. Such conservation easement is herein called the **Existing Conservation Easement**.
- 1.8 Affirmation of and Coordination with Existing Conservation Easement. Owner hereby affirms and ratifies the Existing Conservation Easement. Owner further agrees that this Preservation Easement and the Existing Conservation Easement are intended to supplement each other, and are to be interpreted and construed as supplemental. In general, the Existing Conservation Easement applies to and imposes restrictions and requirements on the open space of the Property and on the use of the Property, while this Preservation Easement applies to and requires maintenance and preservation of the physical structure of the Mansion and Carriage House. The Existing Conservation Easement permits under certain terms and conditions a subdivision of the Carriage House together with an appropriate part of land from the rest of the Property, and defines the two lots that would be thereby created as the **Mansion Lot** and **Carriage Lot**. Those terms are also so used in this Preservation Easement.
- 1.9 Description of Easement Objectives. The preservation values of the Property and the purposes and objectives of the Owner and the Easement Holder in entering into this Preservation Easement (the **Easement Objectives**) are summarized in **Exhibit "B"** attached to this Preservation Easement. Exhibit "B", together with the **Preservation Plan** which is attached hereto as **Exhibit "C"**, a document called **Existing Conditions** which is attached hereto as **Exhibit "D"**, and §§ 1.10 and 1.11 hereof, identify the Protected Facades and the public views thereof. Each of those exhibits and sections of this Preservation Easement is intended to supplement one another so that any aspect or

feature noted on any one thereof as a Protected Facade or a part of a Protected Facade shall constitute a Protected Facade hereunder, with the public view thereof to be protected, whether or not noted on any other of such exhibits and sections.

- 1.10 Protected Facades Together with the aspects of the Mansion and Carriage House indicated on Exhibits "B", "C" and "D", the Protected Facades consist of all of the facades of the Mansion and the Carriage House; and the portions of the roofs of the Mansion and the Carriage House which are visible from any point in Chestnut Hill Avenue or the Walking Path.

Without limiting the meaning of the term **Protected Facades**, it shall be deemed to include, but not be limited to, walls, porches, eaves and other trim, sash and windows, metal flashing, gutters and downspouts and other features depicted or mentioned in Exhibits "B", "C" or "D", including the above ground exterior terrace and its stone wall supporting structure on the southeast and southwest facades of the Mansion, as identified on the Preservation Plan (the **Terrace**), and the material, color, shapes, relationships and appearances of all thereof. For all relevant purposes hereof, the term **Protected Facades** shall also include the existing iron and stone fence along the north side of the parking area between the Mansion and the Carriage House, and referred to in Exhibit "C". Such fence shall be governed and protected by the terms of this Conservation Easement as part of the Protected Facades.

From and after the proper completion from time to time of the items of **Miscellaneous Restoration** (as defined in § 2.15) the term **Protected Facades** which include the items of Miscellaneous Restoration shall be deemed to refer to the materials, relationships, features and conditions, as and to the extent required to be restored or renovated by the Miscellaneous Restoration. The items of Miscellaneous Restoration, as so renovated and restored, are to be shown by the plans, photographs and/or text to be included in the supplement to Exhibit "D" provided for in § 2.8 hereof.

- 1.11 Protection of Views. The protection of the Protected Facades provided for herein includes the protection and preservation by Owner of the views from any point in Chestnut Hill Avenue or Walking Path of the Protected Facades.
- 1.12 Existing Conditions. Included in the present Exhibit "D" hereto are plans, photographs and/or text depicting the existing appearances, materials, shapes, relationships, features and conditions (collectively, and as hereafter to be supplemented pursuant to § 2.8, the **Existing Conditions**) of the Protected Facades. Reference is also made to the Exhibits "B" and "C" for additional descriptions of Existing Conditions. While the term **Existing Conditions** is useful in identifying certain aspects of the Protected Facades, the fact that a

component, condition, relationships or feature of a Protected Facade is not identified as an Existing Condition in Exhibit "D" does not detract from the protection hereof as part of a Protected Facade.

- 1.13 Subdivision. The Existing Conservation Easement permits under certain terms and conditions a Subdivision of the Carriage House together with an appropriate part of land from the rest of the Property. The Existing Conservation Easement also defines the two lots that would be thereby created as the **Mansion Lot** and **Carriage Lot**, which terms are also so used in this Preservation Easement. Upon such Subdivision this Preservation Easement shall continue in full force and effect and continue to be applicable to the Mansion and the Carriage House, and the Owner or respective Owners of the Mansion Lot and the Carriage Lot, but separately as if each of the Mansion Lot or the Carriage Lot (the term **Lot** refers to either) is the Property hereunder, and the term Owner, as used in this Preservation Easement, shall mean the separate Owner of each of the Lots from time to time. Also, the duties, restrictions and prohibitions imposed in this Preservation Easement on Owner shall apply to any action or omission by an Owner of either Lot which adversely affects any Protected Facade anywhere on the other Lot as well as on such Owner's Lot, or which impairs any view from any point Chestnut Hill Avenue or the Walking Path of any Protected Facade on the other Lot as well as on such Owner's Lot. No reference in this § 1.13 or elsewhere in this Preservation Easement to a part of the Property, or any equivalent reference, shall imply any approval by Easement Holder of any Subdivision, other than a Subdivision permitted under the Existing Conservation Easement.

2 DECLARATION OF COVENANTS AND RESTRICTIONS.

The Owner covenants and declares the following covenants, prohibitions, restrictions and limitations upon the Property to be binding in perpetuity, as covenants running with the land, upon the Owner and each subsequent owner of the Property from time to time, and its successors and assigns, with the benefit thereof inuring to the Easement Holder and each subsequent Qualified Organization that succeeds to the interest of the Easement Holder under the terms of Article IV of this Preservation Easement:

- 2.1 Preservation and Maintenance of Structures. Owner shall keep the Mansion and Carriage House structurally sound, preserving and maintaining the Mansion and Carriage House in good condition and repair, all in accordance with the Minimum Maintenance Program and Standards set forth in **Exhibit "E"** attached hereto (the **Minimum Maintenance Program**) and the other requirements of this Preservation Easement.

2.2 Preservation and Maintenance of Protected Facades. The Protected Facades and all of their Existing Conditions, and the appearance thereof from all public viewpoints within Chestnut Hill Avenue and the Walking Path, shall be preserved and maintained by Owner; provided, however, that with respect to the **Non-Historic Element(s)** (as defined in § 2.13), the Existing Conditions thereof to be preserved and maintained by Owner are those that will result from the proper completion by Owner of the **Miscellaneous Restoration** (as defined in § 2.13).

2.3 Restrictions on Demolition and Alteration. No alteration, impairment, demolition, damage or destruction to, and no alteration or remodeling of or other Construction affecting a Protected Facade or any of its Existing Conditions, or any part thereof, and no waste or other impairment of the structural soundness thereof, shall be caused, carried out, permitted or suffered by Owner, except for proper repair, maintenance and replacement work permitted by this Preservation Easement, the Miscellaneous Restoration provided for in § 2.13 hereof, and any alterations permitted pursuant to § 2.6 hereof pertaining to the restoration and reconstruction of casualty damage.

Alteration of a Protected Facade includes, without limitation, any addition to or in front of the facade, or change in the contour, height, shape, lines, color, materials or other characteristics of any part of thereof. Owner recognizes that an alteration, improvement, replacement or addition of or to any portion of the Mansion or the Carriage House which is not part of or within the boundaries of a Protected Facade, or of or to any part of the exterior of the Property, will nevertheless be restricted hereby if the result thereof is to affect the appearance, structural soundness or public view of any part of the Protected Facades.

2.4 Permitted Construction. The only **Construction** (as defined in Article VI hereof) affecting any of the Protected Facades or the protected public views thereof which is permitted by this Preservation Easement is ordinary maintenance, needed repairs and replacements, the Miscellaneous Restoration and the restoration and reconstruction provided for in § 2.6 hereof. All such permitted Construction shall comply with the requirements in §§ 2.4.1, 2.4.2 and 2.4.3 hereof, which are as follows:

2.4.1 It shall not alter, remodel or change the appearance, materials, shapes and relationships of any part of a Protected Facade or any Existing Condition thereof, except as permitted by the prior written approval of Easement Holder, and it shall be conducted in accordance with the Maintenance Standards, otherwise comply with the provisions of this Preservation Easement, including §§ 2.2 through 2.5 hereof, except as otherwise permitted by the prior written approval of Easement Holder.

2.4.2 It shall not impair or damage any part of a Protected Facade or any Existing Condition thereof, or the structural soundness thereof, (ii) it shall not change the public view thereof from any point in Chestnut Hill Avenue or the Walking Path and shall not impair or obstruct any such public view, (iii) it shall be consistent with the Easement Objectives, (iv) all required approvals of governmental authorities or agencies shall be obtained for it and it shall comply with all Applicable Laws and insurance requirements, (v) it shall be carried out in a safe and workmanlike manner with proper materials, and (vi) any work and construction procedures and methods required in order to complete it and to keep and make the Protected Facades safe, weathertight, and protected from waste shall be accomplished.

2.4.3 Owner shall not carry out or permit any Construction on or affecting any Protected Facade or any part thereof without the prior review and written approval of the Easement Holder obtained in accordance with § 3.4, except that such prior review and approval is not required for ordinary maintenance and repairs or for replacements, if expressly provided for and carried and made in accordance with in the Minimum Maintenance Program and §§ 2.1 through 2.5 hereof. The prior written approval of Easement Holder obtained in accordance with § 3.4 hereof, is required for any maintenance, repairs or replacements of any Protected Facade, or any part thereof, not expressly provided for in the Minimum Maintenance Program and §§ 2.1 through 2.5 hereof, and for any other Construction which under any provision of this Preservation Easement expressly requires the obtaining of such approval in accordance with § 3.4.

2.5 Certain Standards. In addition to the requirements of § 2.4, the following more specific requirements shall govern any Construction, including ordinary maintenance and repair and, if needed, replacement, in connection with the Protected Facades, including the Miscellaneous Restoration, and including any work hereafter approved in writing by Easement Holder.

2.5.1 The existing wood sash in the Protected Facades shall be maintained. Should replacement be necessary, the replacement sash must duplicate the existing in material, design and hardware. Owner shall submit to Easement Holder specifications, samples and/or any shop or other drawings, for its prior written approval.

2.5.2 The existing metal flashings and valleys shall be maintained, unless replacement is is needed, in which case they shall be replaced in kind. Should replacement be

necessary, the replacements shall be metal and duplicate as nearly as is reasonably possible the original in appearance, especially in dimension and form. Owner shall submit to Easement Holder for its prior written approval in accordance with §3.4 specifications, samples and/or any shop or other drawings for any such replacement.

- 2.5.3 Any existing leaded glass windows shall be maintained. Should replacement of any of such windows be necessary the replacement must duplicate the existing window being replaced in material and design.
- 2.5.4 No cleaning of the exterior of the Mansion or Carriage House shall be permitted except with the review and prior written approval of Easement Holder in accordance with § 3.4. No exterior cleaning of an excessive abrasive nature, including, but not limited to, sandblasting, high pressure water wash, or certain chemicals (consult Easement Holder for listing) shall be permitted. No use of a sealant after cleaning is permitted, except with the review and prior written approval of Easement Holder in accordance with § 3.4.
- 2.5.5 The roof, or if less than all of the roof is included within the Protected Facades, the portions thereof so included, shall be maintained with uniform color (including degree of variation of color) and material similar to the present roof material. In the case of a slate roof, if replacement of the roof becomes necessary, the Owner shall replace the roof with slate or a material that duplicates the existing slate as closely as possible in color variation, texture and appearance. Owner shall submit to Easement Holder specifications, samples and/or any shop or other drawings for its prior written approval in accordance with § 3.4.
- 2.5.6 Exterior painted surfaces of the Protected Facades shall be maintained in accordance with the Minimum Maintenance Program, including color, as set forth in item 12 of Exhibit "E". Exterior surfaces of Protected Facades shall be maintained and repaired or replaced with in the same material as in the Existing Conditions. Owner shall give Easement Holder prior written notice of Owner's intention to paint any significant portion of the Protected Facades and Protected Site Features, and shall submit to Easement Holder color and other relevant specifications, samples and/or any shop or other drawings for its prior written approval in accordance with § 3.4.
- 2.5.7 Masonry on all facades of the Residence shall be repointed where needed, and, in the case of the Protected Facades and with mortar matching the existing mortar in accordance with paragraph 1(f) of the Maintenance Standards.

- 2.5.8 The existing gutters shall be maintained and repaired, or, if needed, replaced with the same materials and design as in the existing conditions.
- 2.5.9 The existing downspouts shall be repaired or, as needed, replaced with metal units painted the color of the nearby trim. Downspouts shall feed into drains in conformance with Philadelphia Code.
- 2.6 Restoration of Casualty Damage. Subject to the provisions of § 2.7 hereof, Owner shall be required to restore, reconstruct and repair damage or destruction by fire or other casualty to any of the Protected Facades. Construction affecting one or more Protected Facade(s) or Protected Site Features required as a result of fire or other casualty is permitted; provided that Owner's plans and specifications for such repair, restoration or reconstruction shall be submitted for the prior review and written approval of Easement Holder under § 3.4, and the restoration of the damage to Protected Facade(s) or Protected Site Features shall restore the same to the greatest extent reasonably practicable to their condition prior to the casualty damage. The provisions of § 2.4 shall apply to the plans and specifications and the work required under this § 2.6.
- 2.7 Certain Casualty Losses. If more than 50% of the Mansion or Carriage House or more than 50% of the Protected Facades of either the Mansion or the Carriage House are lost or destroyed and require replacement due to casualty, then Owner shall not be required to repair and restore the damage to the affected structure, and this Preservation Easement shall terminate with respect to the structure which shall have been so damaged upon payment to Easement Holder of its share of the proceeds from Owner's insurance as determined by this section. After such payment, on the request of either, Easement Holder and Owner shall execute and record in the Philadelphia Department of Records written confirmation of such termination in the form of an amendment to this Preservation Easement, if only one of the structures has been so damaged, or a complete termination of this Preservation Easement, if both of the structures have been so damaged. After such complete termination, Owner's title to the Property, shall be unencumbered by the restrictions hereunder. Such insurance proceeds shall be allocated between Owner and Easement Holder in proportion to the fair market value of their respective interests in the Property as of the date of the casualty. The proportion to the Property's fair market value of the respective interests in the Property of Owner and Easement Holder as of the date of the casualty will be determined by Appraisal. The proceeds of such insurance shall be distributed to Easement Holder and Owner in accordance with their respective shares as so determined. Easement Holder shall use its share of such insurance proceeds for Preservation Purposes. However, if by virtue of the provisions of § 2.9.2 hereof, the proceeds of such insurance after disposition thereof

under § 2.9.2 in accordance with one or more mortgages are less than the amount to which Easement Holder is entitled under this § 2.7, Easement Holder shall be paid the amount thereof which is available after such disposition under § 2.9.2, and this Preservation Easement shall not terminate. Under such circumstances any replacement improvement which Owner wishes to make to the Property shall be appropriate to the historic architectural character of the Property and its surroundings, and shall be subject to Easement Holder's prior approval requested by Owner in accordance with § 3.4 hereof.

- 2.8 Record of Existing Conditions as Restored and Renovated At the proper completion of the Miscellaneous Restorations or any other restoration work required by this Preservation Easement, but only if a significant change in the appearance of any of the Protected Facades results therefrom, Owner shall cooperate with Easement Holder in preparing plans, photographs and/or text depicting the then existing materials, relationships, features and conditions of the relevant portions of the Protected Facades, as restored. Those supplementary plans, photographs and/or text shall be added as a supplement to Exhibit "D" pursuant to this § 2.8, and become, as of the date of completion, part of the Existing Conditions. Easement Holder shall bear the out-of-pocket costs of such photographs and plans. Owner and Easement Holder shall each bear its legal expenses.
- 2.9 Insurance Owner shall obtain and maintain liability insurance on the Property and property insurance on the Mansion, the Carriage House and other improvements against the hazards of fire and such other hazards as are covered by the standard so-called all risk form of property insurance commonly in use from time to time for similar properties in the Philadelphia area.
- 2.9.1 The property insurance shall be in amount equal to the full replacement value of the Mansion and Carriage House as determined from time to time, or at least an amount meeting any applicable policy co-insurance requirement, but may be subject to a reasonable and customary deductible amount. Easement Holder shall be a loss payee under the property insurance coverage. Owner shall obtain and maintain builders risk insurance during the restoration work and any other time of substantial construction requiring such insurance. If and when Owner completes the restoration and repair of an insured casualty loss as required by this Preservation Easement, Owner shall be entitled to an assignment of Easement Holder's interest in the insurance proceeds arising under such property insurance on account of such loss.
- 2.9.2 However, if and so long as there are one or more mortgage liens on the Property held by a commercial or savings bank or other recognized institutional lender,

Easement Holder agrees that the terms of such mortgage or mortgages shall control as to the disposition of the proceeds of any such property insurance payable on account of a casualty loss at the Property, including, without limitation, the decision of such mortgage holder whether to use such proceeds (i) to rebuild, restore or repair the casualty loss to the improvements on the Property, or (ii) to prepay the indebtedness secure by such mortgage(s). Easement Holder will endorse without recourse to any such mortgage holder any check or draft for such insurance proceeds on which Easement Holder is a payee for disposition in accordance with the terms of the applicable mortgage(s). The provisions of this § 2.9.2 shall not diminish or impair to any extent the obligations of Owner under this Preservation Easement, including under § 2.6 hereof.

- 2.9.3 The liability insurance shall be in the minimum amount of \$500,000 per occurrence. Owner shall furnish evidence to Easement Holder from time to time of Owner's maintenance of such insurance coverage. As provided for in § 1.13, if the Carriage Lot is subdivided from the Property, the owner of each resulting Lot will be required to carry and maintain separately the above insurance on its Lot and the Mansion or Carriage House thereon, as the case may be.
- 2.10 Approval The approvals of Easement Holder required or referred to in this Article II shall be applied for and considered in accordance with the provisions of § 3.4.
- 2.11 Description of Proposed Work. Whenever any of the provisions of this Article II or any other provision of this Preservation Easement call for review by Easement Holder of any work proposed by or required of Owner, including, without limitation, any restoration or other Construction work, Owner shall fully describe the same to Easement Holder, including by means of such drawings, including shop drawings, samples and/or specifications, as shall be needed for the proper depiction of such work.
- 2.12 Disclaimer of Easement Holder Liability Owner understands and agrees that all of the past and future actions and involvement of Easement Holder in connection with this Preservation Easement, such as the Miscellaneous Restoration and any other work on the Mansion or Carriage House, including, to the extent applicable, the preparation and/or review and discussion with Owner of requirements, drawings, samples and/or specifications, and/or approval of the plans, any inspection by Owner of the progress of the, or any rejection of any such work or materials, and upon completion of the work, any inspection and approval thereof, have been, are and will be for the sole benefit of Easement Holder in the fulfillment of its charitable purpose, and are not intended for the benefit of or to be relied upon by, nor has Easement Holder or any other person. Easement Holder has not assumed any duty to Owner or to any other person with respect to any such actions of Easement Holder. Owner, and not Easement Holder, hereby assumes sole responsibility for the completeness, quality, value, soundness, feasibility,

correctness, accuracy, consistency, compliance with applicable laws, insurance requirements and site conditions, hidden or otherwise, of the approved plans and the performance and construction of and payment for any such work.

- 2.13 Further Required Restoration Work. **Exhibit "F"** hereto lists various existing elements or features of the Protected Facades which have been added over time and which are not in accordance with the original and historic appearance, architecture and character of the Protected Facades. These elements or features therefore should be properly removed in order to achieve a more complete historical restoration of the Protected Facades. The list in Exhibit "F" is based on documentary evidence of the historic appearance of the Protected Facades, or on historical design analysis specific to the Property or to its era and type and style of construction, showing that these elements or features were not part of the original or historical Property, but were added on at a later time, and are historically inappropriate. Exhibit "F" also lists existing aspects of the Protected Facades which, due to re-painting over the years, are now historically inappropriate. The term **"Non-Historic Elements"** means all of the aspects, elements or features listed on Exhibit "F", and **"Non-Historic Element"** means any one thereof. Promptly and diligently at the time or times provided for below in this § 2.13, Owner shall undertake and carry out, at Owner's expense and in accordance with all the requirements of this Preservation Easement including without limitation § 2.4, the removal without replacement of these historically inappropriate features and elements which have been added, and the re-painting, as listed in Exhibit "F". Such work is herein called the **"Miscellaneous Restoration"**. The plans and specifications for the items of Miscellaneous Restoration to be undertaken from time to time, shall be submitted to and subject to Easement Holder's prior approval as provided for in § 3.4 of this Preservation Easement. Owner shall be required to commence and carry out the items of Miscellaneous Restoration only as and when from time to time Owner shall undertake any major repair to, or elimination or replacement of the function of or need for, or repainting of, any of the Non-Historic Elements, or any major repair of a Protected Facade in the immediate vicinity of a Non-Historic Element which affects any Non-Historic Element, in which case only such item or items of Miscellaneous Restoration so involved or affected need then be carried out.

3 GRANT OF EASEMENT; RIGHTS OF EASEMENT HOLDER

3.1. Grant. Owner freely grants and conveys to Easement Holder, and its permitted successors and assigns under Article IV of this Preservation Easement, a perpetual easement in gross over the Property for the purpose of administering and enforcing the covenants, restrictions and limitations set forth in Article II above. This grant of easement permits the Easement Holder, among other things, to:

(a) Entry. Enter and inspect the Property, in a reasonable manner and at reasonable times, for any of the following purposes: (i) to monitor compliance with this Preservation Easement, evaluate the condition of the Property and report any changes from the Existing Conditions; (ii) to make such investigations as may be desired by the Easement Holder to respond to a request by Owner for review and approval; and (iii) to take such protective or corrective actions upon the Property as may be reasonably necessary or desirable to further the Easement Objectives.

(b) Prior Review and/or Approval. Review and approve or disapprove in accordance with § 3.4 proposed actions with respect to the Property, if, as and when required under this Preservation Easement.

(c) Enforcement. Enforce the covenants, restrictions and limitations imposed upon the Property under Article II of this Preservation Easement and to exercise any right or remedy provided to Easement Holder under this Preservation Easement or otherwise available under applicable law, including, without limitation, the right to enter upon the Property and perform, or otherwise engage in, such activities as are reasonably necessary for the fulfillment of the Preservation Purposes with respect to the Property and the Easement Objectives, including to maintain the scenic views of the Property identified in the Easement Objectives.

3.2. No Public Right of Entry. This Preservation Easement does not grant any right of entry onto the Property to the general public.

3.3. Reservation of Owner's Rights and Duties. Except as prohibited, limited or otherwise restricted under this Preservation Easement, Owner reserves all rights of ownership, use and occupancy of the Property. Owner retains all responsibilities of ownership, use and occupancy of the Property.

3.4. Approval Procedure. At least thirty (30) days before Owner begins, or allows, any Construction or other activity which is subject to the approval of the Easement Holder under this Preservation Easement, Owner must notify the Easement Holder and request prior approval of the proposed activity, including with the notice all of the information required under the **Review Requirements** set forth in **Exhibit "G"** attached hereto, and any and all drawings, including such shop drawings, samples and specifications, as are needed for the proper depiction of the proposed work. Unless Owner and Easement Holder shall have already been in contact concerning the Owner's notice, within thirty (30) days after receipt of Owner's notice, Easement Holder shall contact or attempt to contact Owner to discuss preliminarily, seek further information concerning, and/or give its preliminary reaction to, Owner's notice. Within fifty (50) days after receipt of Owner's notice in accordance with the Review Requirements, the Easement Holder must notify Owner of the Easement Holder's determination to (a) accept Owner's

proposal in whole or in part; (b) object to Owner's proposal in whole or in part; or (c) accept Owner's proposal conditioned upon Owner's compliance with modifications or other requirements imposed by the Easement Holder for the purpose of compliance with this Preservation Easement and protecting the Easement Objectives. If the Easement Holder fails to notify Owner within the fifty (50) day period, Owner's proposal as set forth in Owner's notice shall be deemed approved. If the Easement Holder gives conditional acceptance under the above clause (c), then commencement of the proposed activity shall be considered acceptance by Owner of all conditions set forth in the Easement Holder's conditional acceptance. Easement Holder's approval shall not be unreasonably withheld or delayed, but Easement Holder may withhold any such consent if, in the opinion of the Easement Holder, the proposed activity or change will materially and adversely affect the maintenance or attainment of any of the Easement Objectives, or violate any of the provisions of this Preservation Easement, including without limitation, the Maintenance Standards, or if the Owner is then in material violation of any of the provisions of this Preservation Easement; and, in the case of plans for restoration after fire or other casualty damage, if the proposed restoration will materially fail to preserve and restore the Existing Conditions, as renovated and restored by the completed Restoration, to the extent reasonably practicable under the circumstances.

4 DUTIES OF EASEMENT HOLDER.

- 4.1 Enforcement. The Easement Holder shall enforce, in perpetuity, the restrictions imposed by Owner upon the Property and the obligations undertaken by Owner with respect to the Property under Article II of this Preservation Easement.
- 4.2 Voluntary Transfer. The Easement Holder may assign its rights and duties under this Preservation Easement, either in whole or in part, but only to a Qualified Organization which executes and delivers to Owner and Easement Holder, and records in the public records of the county in which the Property is located, a written agreement assuming the obligations of the Easement Holder under this Preservation Easement and agreeing to carry out the Easement Objectives of this Preservation Easement.
- 4.3 Involuntary Transfer. If the Easement Holder shall fail to enforce this Preservation Easement, or shall cease to qualify as a Qualified Organization, then the rights and duties of Easement Holder under this Preservation Easement shall be transferred to another Qualified Organization having similar purposes under the doctrine of cy pres by a court of competent jurisdiction; provided, however, that at the time such entity accepts this Preservation Easement: (i) such entity shall be a Qualified Organization, (ii) this Preservation Easement shall continue to be held exclusively for Preservation Purposes, and (iii) such entity shall execute and deliver to Owner, and record the written agreement

described in § 4.2 hereof.

- 4.4 Modification. At the request of the Owner of the Property, Easement Holder may, in its discretion, enter into a waiver or modification or amendment of this Preservation Easement without violating its duties under this Article, provided that any waiver, modification or amendment: (a) is in writing, signed by the chief executive officer of the Easement Holder and the Owner; (b) is consistent with, and in furtherance of, the Easement Objectives, and (c) if Owner as of the date of this Preservation Easement has taken intends to take a deduction for federal income tax purposes by reason of the grant of this Preservation Easement, then Owner shall have delivered to Easement Holder, at Owner's expense, an independent appraisal or other evidence satisfactory to Easement Holder that the value of this Preservation Easement, i.e., the value of the rights and interests in the Property conferred on Easement Holder under this Preservation Easement, as modified, is no less than the value of this Preservation Easement without modification. No modification or amendment shall be binding upon the Easement Holder unless it is recorded in the public records of the county in which the Property is located.

5 GENERAL PROVISIONS

- 5.1 Violation. If the Easement Holder determines at any time that any provision of this Preservation Easement is or has been violated or a violation is threatened or imminent:
- 5.1.1 Notice; Cure Period. The Easement Holder shall notify the Owner of the violation and the corrective action required to be performed by Owner, at Owner's sole cost and expense, to cure the violation and/or to restore the portion of the Property harmed or altered as a result of the violation. The cure period shall be thirty (30) days, subject to extension for such reasonable period of time as may be necessary to cure, if Owner shall have commenced to cure within the initial 30-day period and continued thereafter to use best efforts and due diligence to effect the cure. No notice or cure period is required if, in the opinion of Easement Holder, circumstances require immediate action to prevent or mitigate significant damage to any feature of the Property the preservation of which is identified as an Easement Objective.
- 5.1.2 Remedies. Upon the expiration of such cure period (if any) as is provided in § 5.1.1 without the violation being cured, Easement Holder may do any one or more of the following:
- 5.1.2.1 Seek injunctive or other relief to specifically enforce the terms and conditions of this Preservation Easement; to restrain present or future acts

in violation of the Preservation Easement; and to compel the performance of such acts as may be reasonably necessary to protect, preserve and restore the Property in conformity with this Preservation Easement and the Easement Objectives;

5.1.2.2 Undertake such protective or corrective action as is reasonably necessary to preserve, protect and restore the Property consistent with this Preservation Easement and the Easement Objectives, and in so doing to utilize its right of entry under § 3.1(a); and

5.1.2.3 Recover from Owner all costs and expenses reasonably incurred by Easement Holder in connection with any protective and/or corrective action reasonably undertaken by Easement Holder, including the cost of work performed by contractors, attorneys' fees, court costs and the fees of consultants and other professionals engaged by Easement Holder in connection with the violation, and recover any other damages to which Easement Holder may be entitled for violation of this Preservation Easement.

5.1.3 Availability of Equitable Relief. Owner agrees that Easement Holder's remedies at law for any violation of the terms of this Preservation Easement are inadequate and that Easement Holder shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Easement Holder may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

5.1.4 Cumulative. Easement Holder's remedies described in this section shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.2 Reimbursement Obligations. Owner shall reimburse Easement Holder, upon demand, for all costs and expenses reasonably incurred by Easement Holder (i) for legal counsel, architectural advice and any other outside consultant in connection with any request of Owner for review and/or approval required or permitted under this Preservation Easement, or in connection with any request for modification or amendment of this Preservation Easement, and (ii) in connection with the investigation, correction or cure of any breach or violation by Owner of this Preservation Easement (whether or not any litigation is commenced).

5.3 No Waiver. The failure of Easement Holder to exercise any right or remedy under this

Preservation Easement on any occasion shall not be deemed a waiver of any such or any other right or remedy. Easement Holder retains the right in perpetuity to require full compliance by Owner of each and every term, covenant, provision and restriction contained in this Preservation Easement.

- 5.4 Indemnity. Owner shall indemnify, defend, exonerate and hold harmless the Easement Holder and other Indemnified Parties from and against all liabilities, penalties, costs, damages, expenses, causes of action, claims, demands, or judgments including, without limitation, reasonable attorneys' fees and court costs, arising from or in any way connected with (a) injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties and (b) the failure of Owner to comply with this Preservation Easement and all Applicable Laws pertaining to the Property.
- 5.5 Condemnation. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, Easement Holder shall be entitled to compensation in accordance with applicable law.
- 5.5.1 Owner and Easement Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses incurred by the Owner and the Easement Holder in this action shall be paid out of the recovered proceeds.
- 5.5.2 The remaining recovered proceeds (including, for purposes of this paragraph, proceeds from any lawful sale of the Property unencumbered by the restrictions hereunder) shall be distributed among the Owner and Easement Holder in shares in proportion to the fair market value of their respective interests in the Property as of the date of the taking. The proportion to the Property's fair market value of the respective interests in the Property of Owner and Easement Holder as of the date of the condemnation will be determined by Appraisal. However, if Owner has taken a deduction for federal income tax purposes by reason of the grant of this Preservation Easement, then it shall be conclusively presumed that the value of the Easement Holder's interest is equal to the fair market value of the Property as of the date of the taking multiplied by the Deduction Ratio. The Deduction Ratio is calculated by dividing (i) the value of this Preservation Easement used to calculate the deduction for federal income tax purposes allowable by reason of the grant of this Preservation Easement pursuant to Section 170(h) of the Code by (ii) the fair market value of the Property as of the date of this Preservation Easement without reduction for the value of this Preservation Easement, as determined for

purposes of valuing this Preservation Easement for such deduction purposes. Easement Holder shall use its share of the proceeds for Preservation Purposes.

- 5.5.3 Appropriate adjustments shall be made to the foregoing provisions in the event that the Property is taken, in whole or in part, by exercise of the power of eminent domain, after it has been subdivided into the Mansion Lot and the Carriage Lot, with the intent that the foregoing shall be applied separately to each Lot that is affected by such taking.
- 5.6 Extinguishment If a court of competent jurisdiction shall at any time invalidate this Preservation Easement, whether in its entirety or as to any material provision, or render unenforceable or materially modified, Owner agrees that Easement Holder shall be entitled to collect, from the party seeking invalidation, unenforceability or modification, compensatory damages in an amount equal to the value of this Preservation Easement determined in accordance with the procedure for condemnation set forth in the preceding section. In addition, Easement Holder shall be entitled to recover against the party seeking invalidation, unenforceability or modification, all of Easement Holder's costs and expenses (including reasonable attorneys' fees and court costs) incurred in defense of, or otherwise in connection with, the action. Easement Holder shall apply the amount recovered (net of Easement Holder's costs and expenses) for Preservation Purposes.
- 5.7 Continuing Liability of Owners. The term "Owner", and any pronouns used in place thereof, shall mean Nova, for so long as it owns the Property and, thereafter, each of the person(s) or entity or entities holding any interest in the Property, or any portion thereof. Each successive Owner shall be and remain (even after it is no longer an Owner) liable for any breach or violation of this Preservation Easement arising or existing during the period of such Owner's ownership of the Property, but shall not be liable for a breach or violation arising subsequent to the date such Owner notifies Easement Holder of the record transfer of the Property, including in such notice a copy of the executed deed or other instrument of transfer, the date of transfer and of the recording of such instrument of transfer, the name or names and address for notices of the transferee, the transferee's address which may be used by Easement Holder for the giving of notices or other communications provided for in this Preservation Easement, and a statement signed by such transferee confirming that such transferee has read this Preservation Easement and agrees to be personally bound by the provisions of this Preservation Easement. If Owner at any time consists of more than one person or entity, they shall be jointly and severally liable hereunder.
- 5.8 Notice Delivery. (a) All notices and any other written communications to Easement Holder required or provided for under the terms of this Preservation Easement, and all

requests by Owner for review or approval of Easement Holder under this Preservation Easement, shall be in writing and shall be deemed properly given if sent by U.S. Certified Mail, return receipt requested, addressed to Easement Holder at its address set forth above or such other address as Easement Holder shall have specified by notice in writing to Owner.

(b) All notices and any other written communications from Easement Holder to Owner required or provided for under the terms of this Preservation Easement, shall be in writing and shall be deemed properly given if sent by U.S. Certified Mail, return receipt requested, addressed to Easement Holder at its address set forth above or such other address as Owner shall have specified by notice in writing to Owner.

(c) All such notices, requests and other communications shall be deemed given on the date of delivery or refusal of acceptance of delivery indicated on the return receipt.

(d) All notices of and requests for inspection of the Property by Easement Holder may be given or made by telephone, by first class mail, by facsimile transmission, or by a nationally recognized overnight courier service.

5.9 Incorporation by Reference. The following items are incorporated into this Preservation Easement by means of this reference:

5.9.1 All Exhibits "A" through "H" to this Preservation Easement, the photographs and any plans or other materials depicting Existing Conditions attached as Exhibit "D";

5.9.2 The Baseline Documentation, including the photographs, whether current or historic, of the Property attached to any of the Exhibits or included in the Baseline Documentation.

5.10 Separate Counsel. Owner acknowledges that it has had the benefit of separate counsel in connection with this Preservation Easement. Owner fully understands that Owner by this Preservation Easement is permanently relinquishing certain property rights which Owner would otherwise have to the full use and development of the Property.

5.11 Ownership; No Encumbrances. Owner represents and warrants to Easement Holder that Owner is the sole owner in fee simple of legal and beneficial good and marketable title to the Property, that the Property is not encumbered by any mortgage or other lien or encumbrance which presently affects any part of the Property, and that the Property is not presently subject to any loan or credit facility agreement or any agreement to sell, convey,

transfer or lease, or any option or right of first refusal which at any time was created or entered into by, or became binding on, Owner, except for the leases entered into by Owner listed on **Exhibit "H"**, and except for the existing agreement, if any, of Owner to sell the Property to Greylock Holdings, LLC. Owner represents and warrants that such leases will, on the date hereof, either be terminated in writing or expressly subordinated in writing to this Preservation Easement, and that the existing agreement of Owner to sell the Property to Greylock Holdings, LLC provides that the title and ownership to be acquired by the buyer thereunder is to be under and subject to this Preservation Easement and to the Existing Conservation Easement, and that the deed to such buyer shall so state. Owner shall pay before delinquency all taxes, assessments, fees and charges now or hereafter assessed against the Property which may at any time become a lien, charge or encumbrance superior in priority to this Preservation Easement.

- 5.12 Severability. If any provision of this Preservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Preservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 5.13 Interpretation. This Preservation Easement is intended by both parties to conform to the requirements of, and to have the full benefit of and all rights conferred by, the Conservation and Preservation Easements Act, Act 29 of 2001, Pub. L. No. 330.
- 5.14 Effect of Applicable Laws. Nothing contained in this Preservation Easement shall be interpreted to authorize, require or permit Owner to violate any Applicable Laws relating to any work at the Property, including the maintenance or repair of the Property, or building materials, construction methods or the like in connection therewith. In the event of any conflict as to such matters between any such Applicable Laws and any of the terms of this Preservation Easement, Owner shall promptly notify Easement Holder of such conflict and Easement Holder and Owner shall agree upon such modifications to the Protected Facades, or the aspect or portion thereof to which such conflict applies, as are consistent with sound preservation practices and the requirements of such conflicting Applicable Laws.

6 OTHER DEFINITIONS

- 6.1 Applicable Laws. Any federal, state and local laws, statutes, codes, ordinances, regulations and judicial opinions applicable to the Property as of the relevant date or dates of reference.

- 6.2 Appraisal. The process of determining the fair market value of the respective interests in the Property of Owner and Easement Holder by three appraisers, one selected by each of the parties, and the third by the other two appraisers. Each appraiser selected shall be a disinterested professional appraiser in the Philadelphia area who is both a member in good standing of the Philadelphia Chapter of the American Society of Appraisers and a Pennsylvania certified residential real property appraiser. If such three appraisers do not agree on the fair market value of each of such interests, the value thereof shall be the average of the values assigned thereto by the three appraisers; provided, however, that the average of the two appraisals which are closest in amount shall be used and the third appraisal shall not be considered, if such third appraisal differs (whether higher or lower) by more than 20% from the amount which is the average of the two closest appraisals. The fees of all three appraisers shall be shared by Owner and Easement Holder proportionally to the amount of insurance proceeds paid to each as determined under § 2.7 or the amount of condemnation proceeds paid to each as determined under § 5.5 hereof.
- 6.3 Baseline Documentation. The report prepared by Easement Holder, to be kept on file at the offices of the Easement Holder, describing the scenic physical conditions and characteristics existing on or about the Property as of the date of this Preservation Easement and identifying the Mansion, the Carriage House, the Protected Facades, the scenic views thereof, and other features of the Property relevant to this Preservation Easement. Such report is to include, among other information, recent photographs depicting various aspects of the Property and an aerial photograph of the Property. If Easement Holder has already furnished a copy of such report to Owner, Owner hereby acknowledges that it is complete and accurate as of the date of this Easement. If Easement Holder has not prior to the date hereof furnished a copy thereof to Owner, Easement Holder shall do so promptly when the same is prepared and available. If Owner then finds that any part of the Baseline Documentation subsequently delivered to Owner is incomplete or inaccurate, Owner shall advise Easement Holder in writing within ten (10) days of Owner's receipt of the Baseline Documentation; otherwise Owner shall be deemed to have acknowledged that the Baseline Documentation is complete and accurate as of the date of this Easement. The Baseline Documentation is to be used by Easement Holder as evidence of the present condition of the Property, so as to identify any future changes and whether they are in compliance with this Easement. However, such use of Baseline Documentation is not intended to preclude the use of other evidence to establish the present condition of the Property, if there is controversy over such condition.
- 6.4 Business Day Any day except a weekend or holiday on which commercial banks generally are closed.

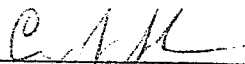
- 6.5 Code. The Internal Revenue Code of 1986, as amended, including applicable regulations promulgated thereunder.
- 6.6 Construction. Any demolition, construction, reconstruction, expansion, alteration, installation or erection of temporary or permanent structures or facilities of any kind, any maintenance, restoration, repair or replacement of any structure, facility, element or feature, or any part thereof, or any excavation, dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other materials.
- 6.7 Indemnified Parties. The Easement Holder, its members, directors, officers, employees, agents, consultants and contractors, and the heirs, personal representatives, successors and assigns of each of them.
- 6.8 Preservation Purposes. The purposes described in § 170(h)(4) of the Code.
- 6.9 Qualified Organization. A non-profit corporation which (a) has a perpetual existence, (b) is established as a public charity for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes, (c) meets the criteria of a "qualified organization" under § 170 of the Code (or any successor provision then applicable); and (d) is duly authorized to acquire and hold Preservation easements under Applicable Laws (if any) of the state in which the Property is located.
- 6.10 Review Requirements. The requirements of the Easement Holder set forth in **Exhibit "G"** attached hereto, as such requirements may be modified and updated from time to time by Easement Holder, upon notice to Owner.

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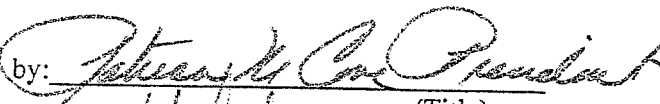
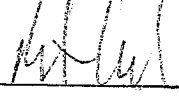
- 6.11 Subdivision. Any change in any boundary of the Property by any means, whether or not an additional lot is created, and any creation of any additional lot or unit for separate ownership through a condominium, cooperative or air rights arrangement.
- 6.12 Other Terms. Terms designating items or features subject to regulation under Applicable Laws and not otherwise defined in this Preservation Easement, shall be given the broadest definition under Applicable Laws then in effect as of the applicable date of reference.

IN WITNESS THEREOF, and intending to be legally bound hereby, Owner and Easement Holder have executed this Grant of Façade Preservation Easement and Declaration of Restrictive Covenants as of the day and year first above written.

Nova Savings Bank

by 
Director of Preservation (Title)
by _____
(Title)

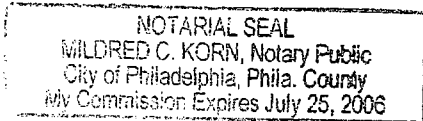
Chestnut Hill Historical Society

by: 
(Title)
attest: 
(Title)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA :

On this 31st day of April, 2004, before me, the undersigned officer,
personally appeared Reginald Jones, who acknowledged himself to be the
Officer of NOVA SAVINGS BANK, a Pennsylvania banking
corporation, that he as such officer, being authorized to do so, executed the foregoing
instrument for the purposes therein contained by signing the name NOVA SAVINGS
BANK by himself such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



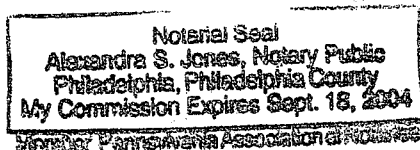
Mildred C. Korn
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA :

On this 30 day of March, 2004 before me, the undersigned officer,
personally appeared Patricia M. Cole, who acknowledged himself (herself)
to be the President of CHESTNUT HILL HISTORICAL SOCIETY, a not for profit
corporation organized under the laws of the Commonwealth of Pennsylvania, that (s)he
as such officer, being authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing the name of CHESTNUT HILL HISTORICAL
SOCIETY, by himself (herself) as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Alexandra S. Jones
Notary Public

My Commission Expires: 9/18/04

Appendix C:

Preservation Easement Exhibits

Exhibit A: Legal Description of Property

Exhibit B: Easement Objectives

Exhibit C: Preservation Plan

Exhibit D: Existing Facade Conditions

Exhibit E: Minimum Maintenance Program

Exhibit F: Non-Historic elements

Exhibit G: Review requirement

List of Exhibits

Exhibit A	Description of Property
Exhibit B	Easement Objectives
Exhibit C	Preservation Plan
Exhibit D	Existing Conditions
Exhibit E	Minimum Maintenance Program
Exhibit F	Non-Historic Elements
Exhibit G	Review Requirements
Exhibit H	Existing Leases

Exhibit "A"

Legal Description of Property

BLOCK 87 N 24 LOT 5

ALL THAT CERTAIN, lot or piece of ground described according to a survey made by John T. Campbell, Surveyor and Regulator of the 9th Survey District of the City of Philadelphia, dated 5/19/1948.

SITUATE at the intersection of the Northwestern side of Chestnut Hill Avenue (fifty feet wide) and center line of Navajo Street (sixty feet wide) in the Twenty-second Ward of the City of Philadelphia;

Thence extending North forty-seven degrees, fifty-seven minutes, seven seconds West partly along the center line of Navajo Street seven hundred sixty-three feet, two and five-eighths inches to a point; thence North forty-one degrees, forty minutes, fifty-one seconds East three hundred ninety-seven feet, eight inches to a point; thence South forty-seven degrees, fifty-nine minutes, nine seconds East forty-seven feet one-quarter inches to a point in the bed of Norman Street (sixty feet wide) (formerly Norris Street); thence extending South forty-five degrees, forty-two minutes, forty-seven seconds East partly thru the bed of Norman Street seven hundred eighteen feet, eleven and three-eighths inches to the Northwest side of Chestnut Hill Avenue; thence South forty-two degrees, No minutes, fifty-three seconds West three-hundred forty-nine feet, seven and three-eighths inches to a point in the bed of Navajo Street; thence South forty-one degrees, thirty seven minutes, thirteen seconds West thru the bed of Navajo Street nineteen feet, eleven and three-fourth inches to the first mentioned point and place of beginning.

Exhibit "B"

Easement Objectives

1. Historic Significance: To preserve the character of the Property, located in the Chestnut Hill Historic District, which was listed on the National Register of Historic Places on June 20, 1985. This easement is designed to protect the historic resources of the Property and the District. The Property has been identified as "Significant" to the Chestnut Hill National Register District for the following reasons:

- (a) The Mansion, an 18,000 sq ft, 22-room residence and four-car Garage were built in 1909 for Henry A. Laughlin, a retired director of Jones and Laughlin Steel Company. The Jacobean-style buildings were designed by W. H. Carpenter of Carpenter and Crocker, a Pittsburgh-based Architectural firm.
- (b) The exterior of these buildings and the surrounding property, known as Greylock, have remained basically unchanged since construction, providing an exceptional example of a large turn-of-the-century country estate.

2. Architectural Features: This imposing residence is a 2 1/2 story, side-gabled, stone dwelling that features bays, stone lintels, surrounds and other details and a porte-cochere at the entrance. A large terrace extends from the entrance, along the northwest side and along the entire rear. The terrace is supported by a stone retaining wall and includes stone steps to grade level. A projecting structure extends from the 1st floor onto the terrace on the same axis as and similar to the porte-cochere. The steeply pitched, side-gabled, stone Garage forms a parking court with the northeast end of the mansion. It features a circular window in the cross-gable on the southwest facade and a long shed dormer with windows on the northeast facade facing the stone wall on the property line.

3. Historic Context: This substantial home and garage is part of a group of other country estates built by Philadelphia's 19th-century captains of commerce and industry. Chestnut Hill Avenue is among the first residential streets in Chestnut Hill, and still contains significant historic estate properties and green spaces that provide respite for the public from nearby congested areas. The Easement Holder is the holder of several significant easements on this Avenue and has designated a number of other properties, as worthy of conservation and preservation.

4. Scenic View: The Mansion and the imposing retaining wall that supports the terrace can be viewed across the sweeping lawn (protected by a conservation easement already held by Easement Holder) from the public right-of-way, Chestnut Hill Avenue. The front of the mansion

and two facades of the garage are visible from the public walking path in the adjoining Fairmount Park property.

6. Public Policy: The creation of historic districts and preservation of buildings identified as "significant" to a National Register Historic District, is consistent with public policy expressed in the National Historic Preservation Act.

Exhibit "C"

Preservation Plan

The following constitute the Protected Facades and other protected site features which are to be protected as Protected Facades at 209 West Chestnut Hill Avenue:

Mansion (the main building):

- (i) the northwest façade including the porte-cochere facing the Wissahickon Park.
- (ii) the southwest façade, terrace and retaining wall
- (iii) the southeast façade, portico, terrace, stairs and retaining wall facing West Chestnut Hill Avenue
- (iv) the northeast façade facing the garage and Crefeld Avenue, except the following are not protected features of this facade: (a) the existing one-story brick addition, and (b) any other modification or change hereafter made with written permission of the Easement Holder if Easement Holder in such permission states that such modification or change is not a protected feature.
- (v) those portions of the roof visible from ground level.

Carriage House (garage):

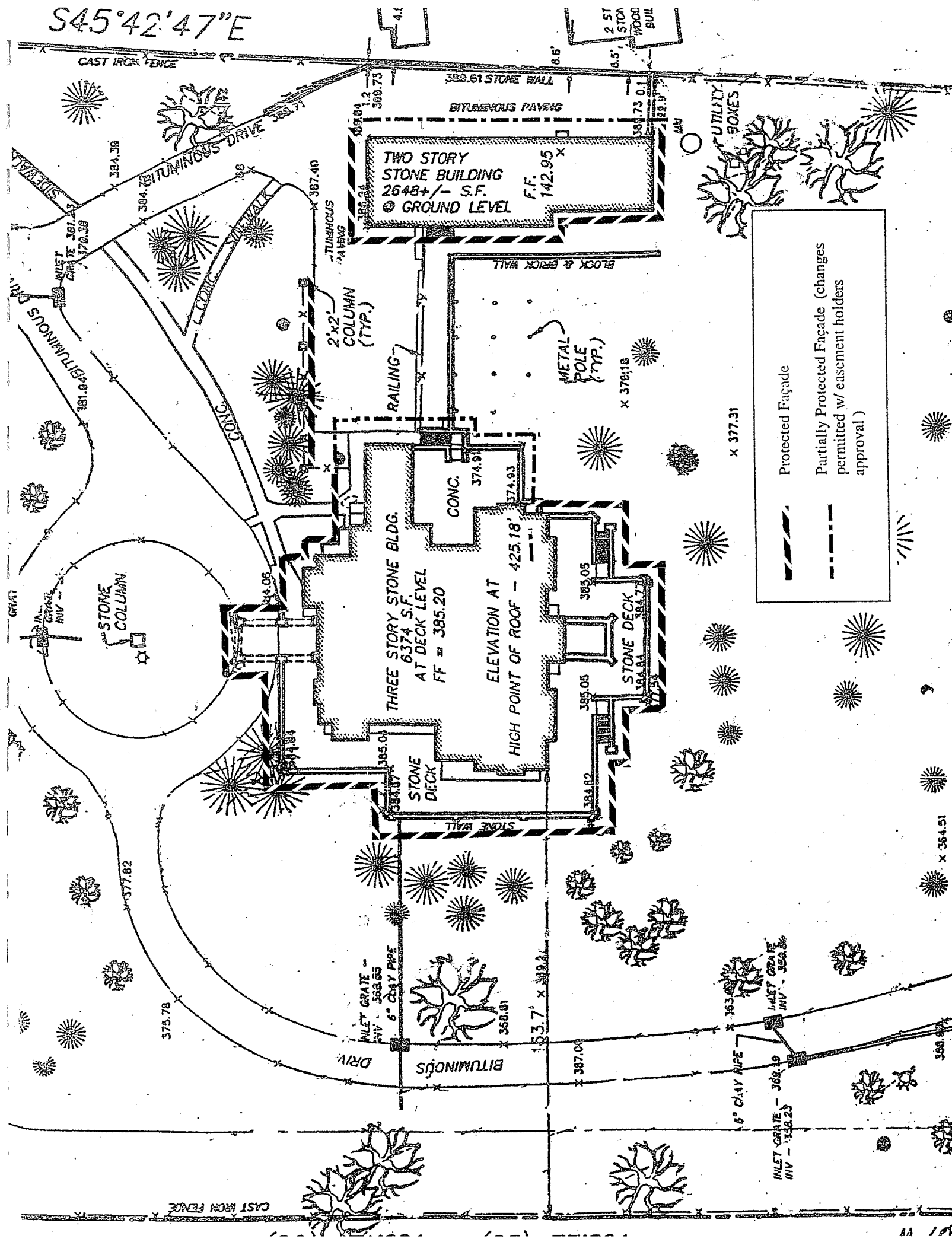
- (i) the northwest gable-end facing the park
- (ii) the southwest façade facing the main building
- (iii) the southeast gable-end facing Chestnut Hill Avenue
- (iv) the northeast façade facing Crefeld School and the property wall, except that openings may be changed in this facade to accommodate interior renovations with the prior written permission of Easement Holder obtained in accordance with § 3.4 of the within Conservation Easement.
- (v) the roof

The following site feature is to be protected as a Protected Facade:

- (i) the iron and stone fence along the north side of the parking lot between the Mansion and Carriage House.

S45°42'47"E

CAST IRON FENCE



TWO STORY
STONE BUILDING
2548+/- S.F.
● GROUND LEVEL

F.F. 142.95

THREE STORY STONE BLDG.
637.4 S.F.
AT DECK LEVEL
FF = 385.20

ELEVATION AT
HIGH POINT OF ROOF - 425.18'

Protected Façade

Partially Protected Façade (changes
permitted w/ easement holders
approval)

Exhibit "D"

Existing Conditions

Photographs taken in March of 2004 of 209 West Chestnut Hill Avenue

Mansion -- photographs 1 thru 51

Garage -- photographs 52 thru 67

Location map after photo 67



Photo 1: NW facade

Photo 2: NW facade





Photo 3: NW Porte-Cochers

Photo 4: upper facade, NW corner



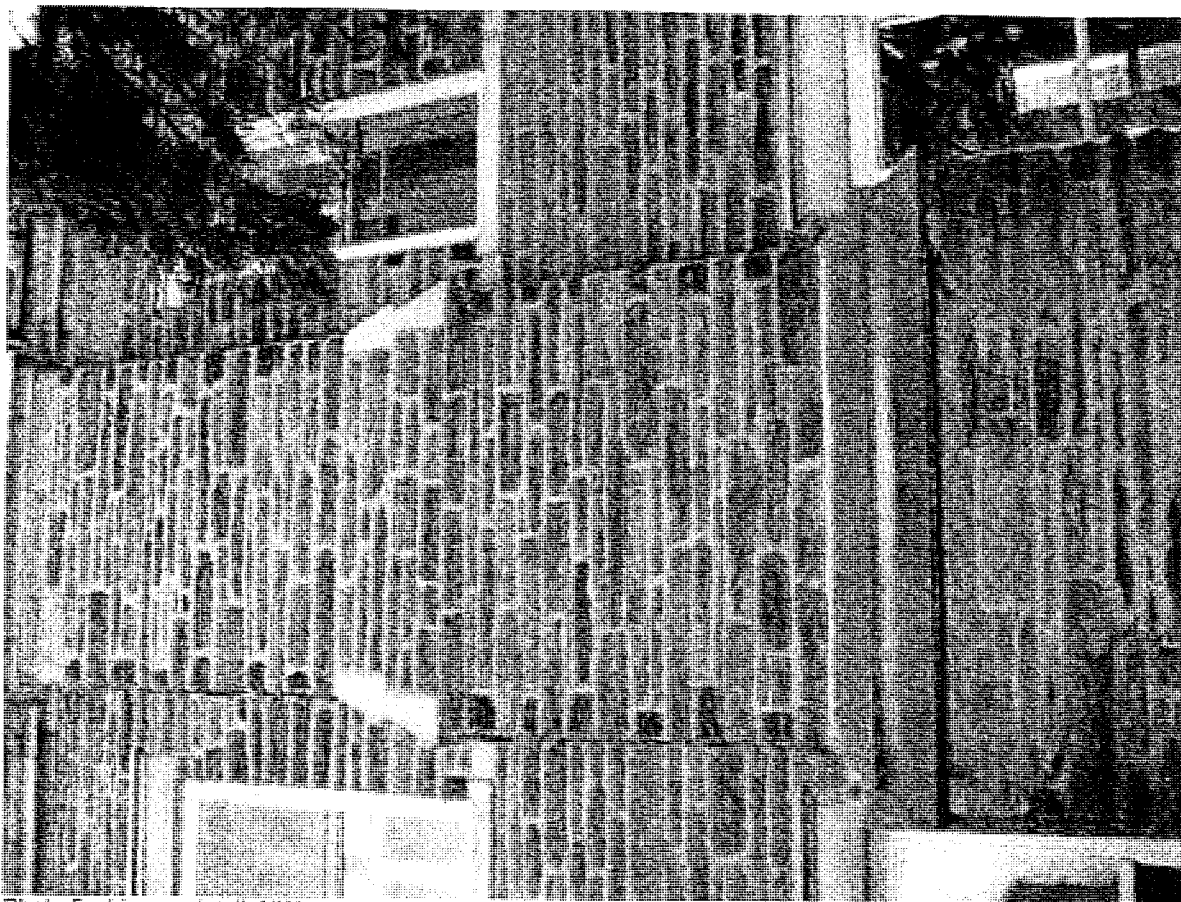
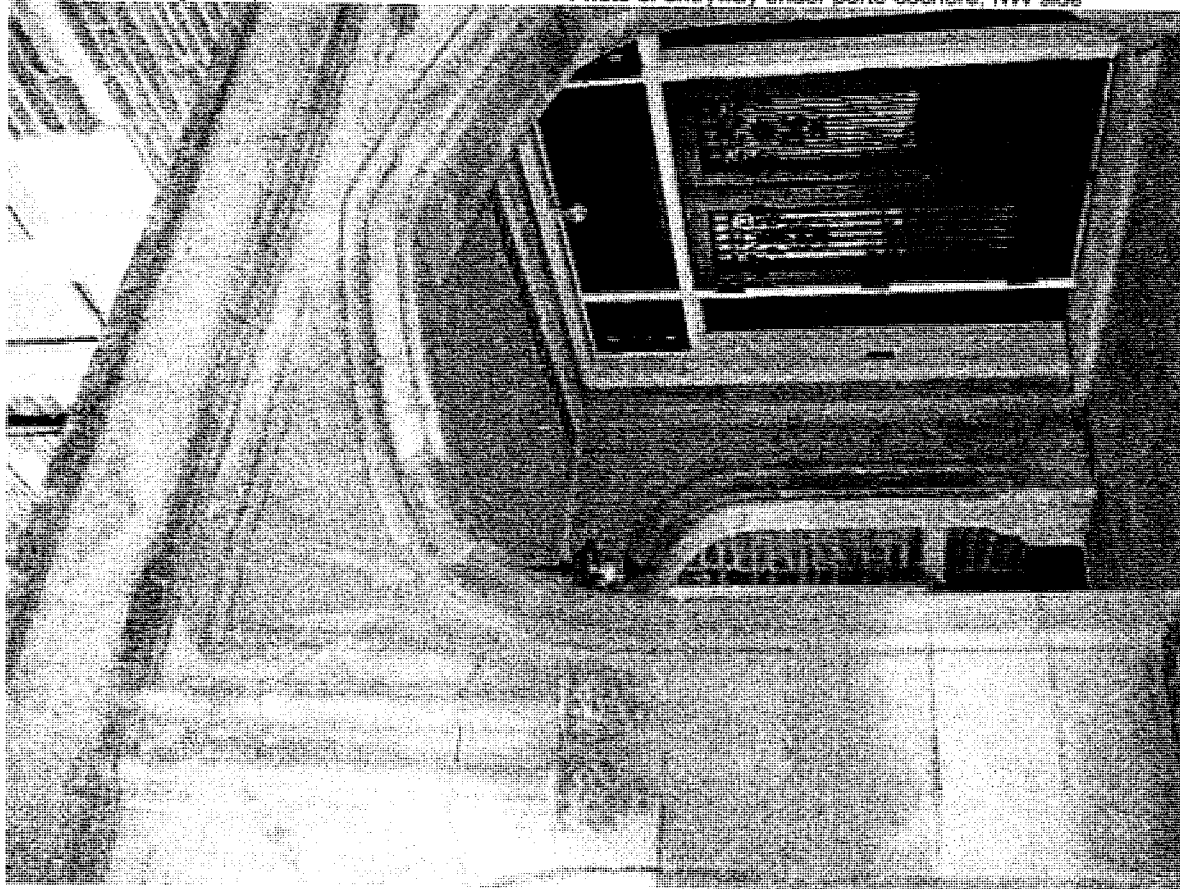


Photo 5: chimney detail, NW corner

Photo 6: entryway under porte-cochere, NW side



765.128 (US)

Numbered arrows indicate approximate position of photographer.

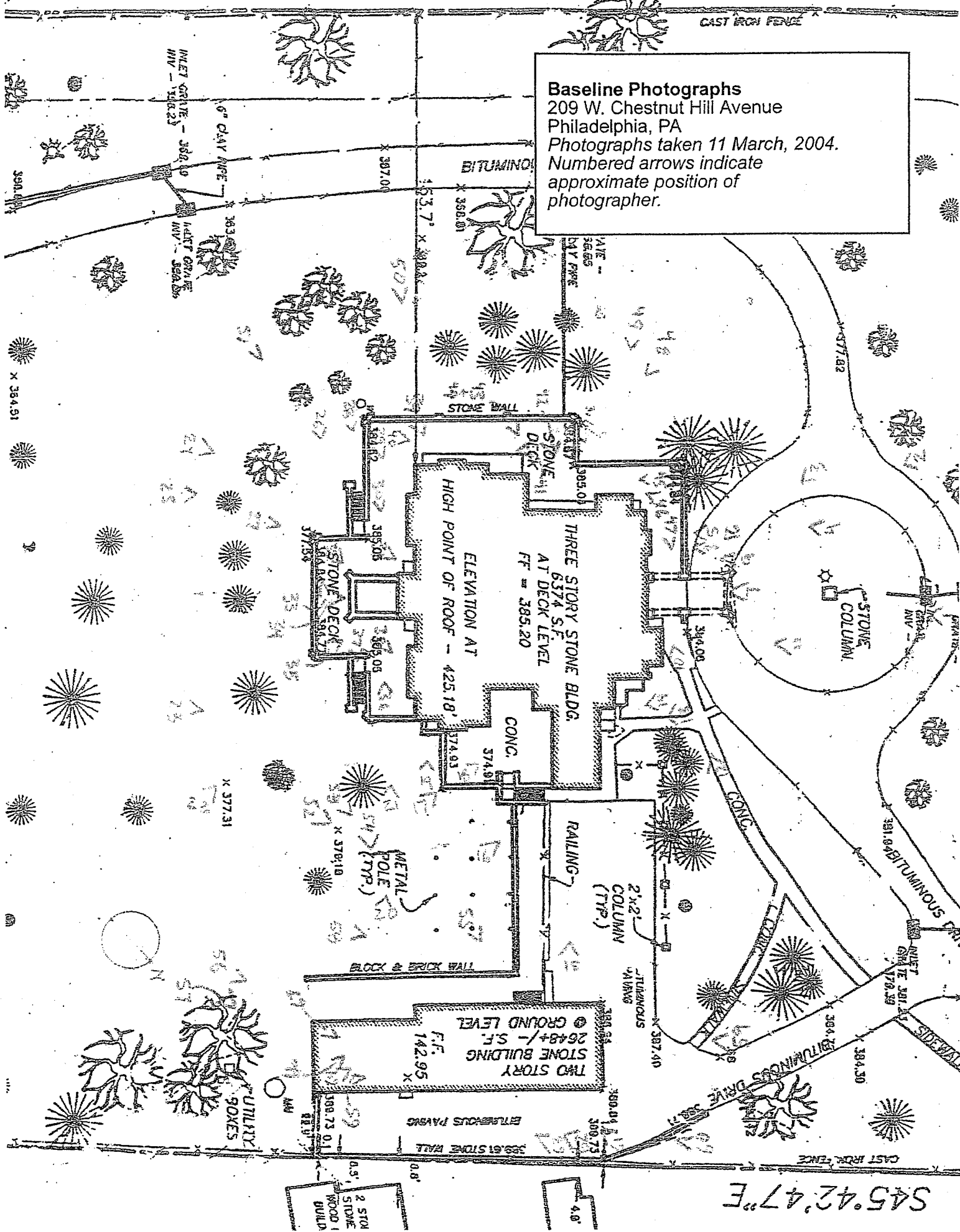


Exhibit "E"

Minimum Maintenance Program

[See 5 attached pages]

Exhibit "E"

3/23/04

Maintenance Standards

MINIMUM MAINTENANCE PROGRAM

It is the Owner's responsibility to maintain the Property, to comply with all applicable codes and ordinances, and to take adequate provisions for the protection of life and property. To the extent that Easement Holder's interest is involved, Owner shall adhere to a maintenance schedule with respect to the property at least as stringent as that set forth below. Owner shall keep reasonable records with respect to inspection and replacement and shall make such records available for inspection by Easement Holder during normal working hours, upon written notice from Easement Holder.

1. MASONRY: STONE, LINTELS, WINDOW SURROUNDS, CORNICES, STONE TRIM AND DETAILS

A. INSPECTION SCHEDULE: Once a year, Spring or Fall, after a rainstorm.

B. OPERATION:

- a. Check for moist areas especially along gutter, downspouts and at grade level, cracks, crumbling material, loose pieces, missing mortar, efflorescence (white discoloration).
- b. Check where moisture is entering masonry and repair any leaks in roofing, cornice, flashing, down spouts, joints between masonry and other materials.
- c. Repair or provide additional support to door or window heads that are unstable.
- d. Replace components deteriorated beyond repair with masonry to match existing in color, composition, profile and appearance.
- e. Reflash, recaulk leaking joints as required. Repoint joints that have loose or crumbling mortar.
- f. Replacement mortar shall not have high Portland cement content, shall be no harder than surrounding brick or masonry or original mortar, and shall match surrounding in color, composition and appearance. Repointing work shall be performed only in accordance with a proposal submitted to and approved by Easement Holder prior to start of work.

Repointing shall be done as follows: remove deteriorated or loose mortar with hand tools to a minimum depth of 2.5 times joint width; clean joints; apply fresh mortar to wetted joints in layers not thicker than 1/4 (one quarter) inch. Joints

shall maintain original width and be tooled to match original finish.

- g. Masonry shall not be cleaned except in accord with a proposal submitted to and approved by Easement Holder prior to start of work. Such cleaning shall be done with materials and techniques that will not damage masonry. Sandblasting, wire brushes, grinders, sanding discs, or other abrasive methods shall not be used. Nor shall any harsh chemical that weakens the masonry be applied. Acids shall not be applied on marble or limestone. Materials and techniques shall be selected based on results of test patch samples. Any chemical cleaner shall be chemically neutralized and thoroughly rinsed off in order to remove residues that could damage masonry or finishes.
- h. Snow removal materials which might damage masonry, e.g., salt, shall not be used on stoop or terraces or adjacent walls.

2. METAL: WINDOWS, DOORS, RAILINGS, GRATES

A. INSPECTION SCHEDULE: Once a year

B. OPERATION:

- a. Check for deteriorated paint, rust, moisture, physical damage, or wear.
- b. Repair any loose joints, attachments or hardware. Replace in kind any missing pieces or sections.
- c. Prime and paint according to Paragraph 12 below.

3. SHINGLE ROOF

A. INSPECTION SCHEDULE: Once a year, late Spring, early Fall or after winds higher than 40 m.p.h.

B. OPERATION:

- a. Check for worn, loose or missing shingles.
- b. Repair leaks, weak areas, loose attachments.
- c. Replace missing shingles with those that match in color and appearance.

4. FLASHING

A. INSPECTION SCHEDULE: Once a year, late Spring or early Fall

B. OPERATION:

- a. Check for cracks, warps, distortions or weak areas, loose or damaged seams, loose attachments.
- b. Check for loose, damaged or missing sections. Check masonry or woodwork underneath for moisture damage, especially at attachment points.
- c. Replace damaged or missing sheetmetal or shingles to match existing. Repair leaks and weak areas.
- d. Reattach to repaired masonry or wood or iron substrate. If painting is required, for flashing it shall match color of adjacent construction.

5. GUTTERS AND DOWNSPOUTS

A. INSPECTION SCHEDULE: Two to three times a year, Spring, Fall and/or Winter

B. REPLACEMENT SCHEDULE: As required, about every 20 years.

C. OPERATION:

- a. Check for leaks and loose, missing or clogged gutters or downspouts.
- b. Reattach loose gutters or downspouts, clean clogged gutters and downspouts, repair leaks.
- c. Replace in kind missing pieces or elements. Any downspout replacement sections shall be installed with seam turned out away from the wall or in such other manner that downspout leaks will not cause hidden masonry damage.

6. CAULKING COMPOUND

A. INSPECTION SCHEDULE: Once a year, Spring or Fall

B. REPLACEMENT SCHEDULE: As required, about every 6 years

C. OPERATION:

- a. Check caulk for brittle, cracked or missing pieces.
- b. Remove any damaged area, clean, prime or seal according to manufacturer's specifications, provide backer rods and bond-breaker tape as required, replace caulk.
- c. Sealant shall be factory mixed color to match adjacent construction or shall be painted to match adjacent trim or construction.

7. WOODWORK: CORNICES, DOORS, WINDOWS AND TRIM

A. INSPECTION SCHEDULE: Once a year, Spring or Fall

B. OPERATION:

- a. Check for moisture damage, warping, splitting and unsound joints or missing pieces.
- b. If wood is decayed, determine source of moisture, stop leaks, and replace decayed wood and damaged flashing to match existing.
- c. Repair unsound joints.
- d. In natural finish wood work repair holes and damaged areas using wood which matches the existing in species, grain, pattern, and color.
- e. In painted woodwork seal fine cracks with wood filler.
- f. Check putty for cracks or missing pieces. Reglaze where necessary.
- g. Coat all bare wood with preservative and refinish in accord with Paragraph 12 below.
- h. Prime and paint any new flashing, putty or other glazing materials.

8. STORM/SCREEN WINDOWS (If installed)

A. INSPECTION SCHEDULE: Once a year

B. OPERATION:

- a. Remove leaves and debris. Unclog any drainage slots in frames.
- b. Check for loose joints, deteriorated paint, corrosion, holes, moisture damage, wear.
- c. Repair any loose joints or attachments.
- d. When paint finish deteriorates, prepare and repaint according to Paragraph 12 below. Color shall match adjoining window.

9. GLASS

A. INSPECTION SCHEDULE: Once a year

B. OPERATION:

- a. Replace cracked or missing lights with glass to match, using tempered or other safety glass where required.

10. EXTERIOR LIGHT FIXTURES

A. INSPECTION SCHEDULE: Once a year

B. OPERATION:

- a. Check for deteriorated paint, rust, corrosion, moisture damage, and wear.
- b. Repair any loose joints, weak links, attachments or hardware.
- c. When metal finish deteriorates, restore to match original.
- d. When paint finish deteriorates, repaint according to Paragraph 12 below.
- e. Replace broken glass to match original.

11. TERMITES

A. INSPECTION SCHEDULE: Once a year, late Spring or early Fall

B. OPERATION:

- a. Have a professional exterminator check once a year for termites and other wood damaging creatures. Treat if necessary.

12. PAINT

A. INSPECTION SCHEDULE: Once a Year

B. REPLACEMENT SCHEDULE: Every 5 to 8 years, or as needed

c. OPERATION:

- a. Check for worn, bare spots, blistered, peeling, mildew.
- b. Check where moisture is entering wood and stop leaks.
- c. Wash mildew with fungicide.
- d. Split blisters, scrape peeling areas, remove rust and sand rough spots.
- e. Coat bare wood with preservative.
- f. Prime and paint (two finish coats) wood using materials compatible with the preservative or existing paint surfaces.
- g. For metals other than aluminum, scrape and wire brush deteriorated paint and rust from metal.
- h. Prime and paint bare metal using materials designed for the type of metal.

13. STRUCTURAL COMPONENTS

A. INSPECTION SCHEDULE: Once a year

B. OPERATION:

- a. Check exposed exterior and interior surfaces of walls and foundations, with particular attention to areas of stairway, floor openings, wall openings and changes in wall masonry material. Check for cracks, collapsing, leaning or bulging areas or other signs of uneven settlement, movement or structural deterioration.
- b. Check interior wall surfaces at upper levels, with particular attention to joints between party walls and perpendicular front and rear walls, joints between floors, and end walls, and joints between partitions and ceilings. Check for cracks, crumbled plaster, gaps between finishes or other signs of movement
- c. Check exposed roof framing members for rotted, split or cracked timbers. Check exposed masonry where timbers bear on walls for crumbling or gaps which indicate wall movement.
- d. If rotted timbers, significant cracks or other signs of movement are observed, review structural condition of building with an engineer qualified to evaluate its condition in order to ensure that adequate safety standards and precautions are met. A report on the findings and any remedial actions shall be furnished to the Easement Holder. For any remedial action that will affect the exterior appearance of those portions included in this Easement, Owner may proceed without prior Easement Holder approval but shall make every reasonable effort to notify Easement Holder and to comply with any Easement Holder suggestions of way to make remedial actions compatible with the historic appearance of the Property.

14. PAVING AND PAVERS

A. INSPECTION SCHEDULE: Once a year

B. OPERATION:

- a. Check paving once a year for drainage conditions and ponding.
- b. Repair and/or regrade paving to eliminate damage condition and ponding.
- c. Clear drains frequently to assure proper drainage.

15. FOUNDATION PLANTINGS

A. INSPECTION SCHEDULE: Twice a year: Spring and Fall

B. OPERATION:

- a. Check foundation plantings twice a year for growth at exterior walls.
- b. Cut back any shrubbery or trees so that they are at least one foot away from the walls.

Exhibit "F"

Non-Historic Elements

A. The following features or elements have been added to the original façade over time and detract from the historic character of the original architecture, and should be removed. § 2.13 of the within provides for the time when such removal is required. When removed, these features may not be replaced without review and approval of the Easement Holder.

- The aluminum ceiling in the porte-cochere on the northwest façade of the Mansion
- The security cameras and floodlights at the edge of the roof at several locations on the Mansion. When any of these items are to be replaced, the replacement is to be less obtrusive, less obstructive of the views of the relevant facade(s) and more appropriate to the historic and architectural character of the Mansion.
- The fire escape on the southeast façade of the Mansion; provided that if and so long as the fire escape is required by Code, it may remain in its present location.
- The spotlight over the entrance and terrace doors of the Mansion.
- The metal awning over the rear entrance on the northeast facade of the Mansion.
- The unpainted metal storm windows on both buildings.
- The awning shelter over the entrance stairs on the south west façade of the Carriage House
- The mechanical equipment in front of the southwest façade of the Carriage House. Under § 2.13 such removal is required when this equipment is to be replaced. At such time, if feasible, the replacement equipment should be re-located to a place against the northeast facade of the Mansion, so that it no longer obstructs any part of the view of the southwest facade of the Carriage House. However, if such relocation is not feasible, then the replacement equipment may be placed at the present location of this equipment unless some other steps can feasibly be taken to eliminate or reduce the obstruction of the view of the southwest facade of the Carriage House.
- The balcony and awning shelter on the northeast façade of the Carriage House.

B. When the wood trim and other painted components on the Mansion and/or Carriage house are re-painted, the existing bright white paint color may not be replicated. The owner may either undertake a historic paint analysis to ascertain the original paint color and then replicate that as closely as possible, or may propose to Easement Holder a color appropriate to the era, type and style of construction of the original building. The work shall not proceed until the Easement Holder has approved the color.

Exhibit "G"

Review Requirements

Each request to Easement Holder for approval of any proposed Construction or other activity which under any provision of the within Preservation Easement is subject to the approval of Easement Holder shall be in writing and shall comply with the requirements for giving notice to the Easement Holder under the within Preservation Easement. Each request for approval must be accompanied by the following information:

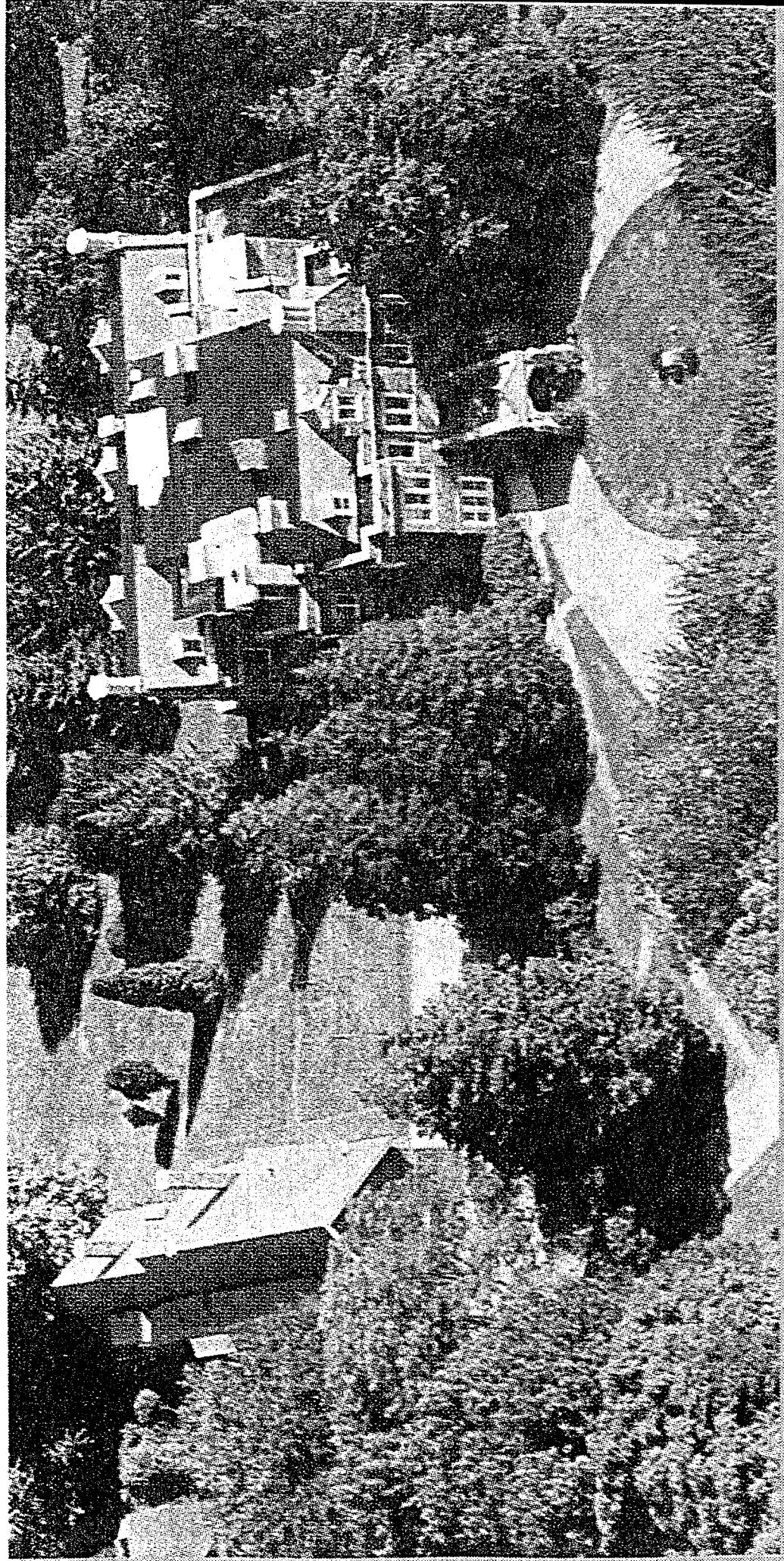
1. Construction. In the case of proposed Construction:

- a. Drawings and maps showing the site plan, proposed location, height, dimensions, structural plans, exterior elevations, exterior materials, exterior colors and, with respect to the Protected Facades, specifications of construction materials and methods to be used with respect to any Construction affecting Protected Facades
- b. Plans and details for any proposed utility facilities.
- c. Existing elevation contours and any proposed changes in grade.
- d. Any proposed changes to landscaping that affect the Protected Facades, or any part thereof.

2. Other Changes. In the case of any proposed work affecting the Property, the needed information for which is not covered under any of the categories above, then such information, plans and drawings as are reasonably requested by the Easement Holder.

3. Additional Information. If the information submitted with the initial request for approval is insufficient or incomplete for Easement Holder to reasonably make its determination of whether or not to approve the proposed change, the Easement Holder may request additional information and the Owner's request for approval shall not be considered properly submitted until all reasonably requested information is submitted.

Appendix D: Aerial Photograph



Appendix E:

Chestnut Hill Historical Society
IRS Tax-Exemption Determination Letter

District
Director

P.O. Box 12528, Philadelphia, Pa. 19106

▷ Chestnut Hill Historical Society
8419 Germantown Avenue
Philadelphia, Pa. 19118

Person to Contact: B. Ellis

Telephone Number: (215) 597-4168

Refer Reply to: EO:7207

Date: JUL 24 1979

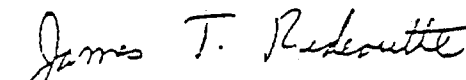
Gentlemen:

We are pleased to tell you that as a result of our examination of your Form 990 for the period ending December 31, 1976, we will continue to recognize your organization as tax-exempt.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

There is no change in your liability for the unrelated business income tax as provided by sections 511 through 515 of the Internal Revenue Code.

Sincerely yours,


James T. Rideoutte
District Director

Address any reply to:

P.O. Box 12836, Philadelphia, Pa. 19108

US Treasury Department

District Director

Internal Revenue Service

Date:

In reply refer to:

August 8, 1968

AM:R:P

PHI-EX-68-242

- Chestnut Hill Historical Society
8419 Germantown Avenue
Philadelphia, Pennsylvania 19118

Purpose:
Address Inquiries and File Returns with District
Director of Internal Revenue:

Educational

Philadelphia

Form 990-A Required:
Accounting Period Ending:

☒ Yes ☐ No

December 31

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

Seymour L. Friedman
District Director

cc: George V. Strong, Jr., Esquire

FORM L-178 (REV. 8-66)