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Attn: Anne E. Nelson, Esq.
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Washington, DC 20037

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Deed of Preservation and Conservation Easement

UPSALA
6430 Germantown Avenue
Philadelphia, PA 19119

THIS DEED OF PRESERVATION AND CONSERVATION EASEMENT, made as of the 19th day of April 2017, by and between **ALEX LEE ABERLE AND VIOLETTE HARRINGTON LEVY**, husband and wife (hereinafter collectively the "Grantor") and the **NATIONAL TRUST FOR HISTORIC PRESERVATION IN THE UNITED STATES** ("Grantee"), a nonprofit corporation chartered by Congress under 54 U.S.C. § 312101, located at 2600 Virginia Avenue NW, Suite 1100, Washington, D.C. 20037.

WITNESSETH:

WHEREAS, Grantor is owner in fee simple of certain real property, located at **6430 Germantown Avenue, Philadelphia, Pennsylvania 19119**, known as Upsala (the "Property" or "Upsala"), more particularly described in Exhibit A attached to this Easement;

WHEREAS, Upsala includes a masonry house (the "House"), comprised of a main block (the "Main Block"), rear ell (the "Ell"), and addition to the Ell (the "Rear Extension") dating to 1798;

WHEREAS, Upsala is comprised of approximately two and one-half acres of land, including open lawn and garden areas, which are significant and integral to the character, and contribute to the setting, context, and public's view of the House. The land of the Property was the location of the Revolutionary War Battle of Germantown, a nearly successful attempt by George Washington's army to recapture the capital of Philadelphia from the British;

WHEREAS, Upsala was built in 1798 for John Johnson III (1774-1825), a fourth-generation descendant of the Jansen family, early settlers of Germantown, and the

House and portions of the Property remained in Johnson family ownership until the early twentieth century;

WHEREAS, the Main Block is a five-bay, gable-roofed, two and one-half stories construction with a front façade of large dressed stones (with two sides of local Wissahickon schist rubble stone and the other of stucco), contrasting marble details at the windows and belt course, and two integral brick chimneys. The Ell, attached to the south elevation of the Main Block, is a gable-roofed, two-story masonry construction with a brick chimney and the one and one half-story, shed-roofed Rear Extension is attached to its south elevation;

WHEREAS, the interior of the Main Block features a two-story central hall plan flanked by two rooms on either side and is notable for its height and scale as well as decorative millwork, plaster detail and an elliptic geometric stair that rises from the first story to the attic;

WHEREAS, Upsala illustrates the aesthetics of early Federal architecture, design and setting in America, and possesses a high degree of integrity of materials and workmanship;

WHEREAS, Upsala, because of its architectural and historical significance, was designated as a historic property by the Philadelphia Historical Commission on June 26, 1956; documented by the Historic American Buildings Survey ("HABS") in 1957; listed as a contributing property to the Colonial Germantown Historic District on June 23, 1965, a National Historic Landmark district (listed on the National Register of Historic Places on October 15, 1966 as NR# 66000678, with boundaries enlarged on July 30, 1987, as NR #87001239); individually listed on the National Register of Historic Places on January 13, 1972 (as NR #72001174); and assigned Pennsylvania archaeological site number 36PH0156 by the Pennsylvania Historical & Museum Commission, based on the Phase I Archaeological Survey at the Upsala Property prepared for Cliveden of the National Trust by Kimberly Morrell and Douglas Mooney of URS Corporation dated January 2010 (on file with Grantee) (the "Archaeological Report");

WHEREAS, Grantee is a publicly supported, tax exempt, nonprofit organization whose purposes include the preservation and conservation of sites, buildings, and objects of historic significance and is a qualifying recipient of qualified conservation contributions under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (hereinafter the "Code");

WHEREAS, Grantee is exempt from taxation pursuant to 26 U.S.C. § 501(c)(3) and is authorized to accept preservation and conservation easements to protect property significant in national and state history and culture under the provisions of Pennsylvania's Conservation and Preservation Easements Act, PA ST 32 P.S. § 5051-5059 (hereinafter the "Act");

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on Upsala will assist in preserving and maintaining Upsala and its architectural, historic, and cultural features for the benefit of the people of the City of Philadelphia, the County of Philadelphia, Commonwealth of Pennsylvania and the United States of America;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation and conservation easement (hereinafter the "Easement") in gross in perpetuity on Upsala, pursuant to the Act.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the laws of the Commonwealth of Pennsylvania, intending to be legally bound hereby, Grantor does hereby voluntarily grant and convey unto the Grantee a preservation and conservation easement in gross in perpetuity over Upsala.

PURPOSE AND BASELINE DOCUMENTATION

1.1 Purpose. It is the Purpose of this Easement to ensure that the architectural, historic, cultural, and associated landscape and open space features of Upsala will be retained and maintained forever in a good and sound state of repair for conservation and preservation purposes, to prevent any use or change of Upsala that will significantly impair or interfere with Upsala's conservation and preservation values and to ensure regular public access to Upsala (the "Purpose").

1.2 Baseline Documentation. Upsala's conservation and preservation values are documented in photographs, floor plans, a site plan, and the Archaeological Report contained or referenced in Exhibit B (hereinafter "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the existing conditions of Upsala as of the effective date of this Easement. In the event of any discrepancy between the two (2) counterparts produced, the counterpart retained by Grantee shall control.

GRANTOR'S COVENANTS

2.1 Grantor's Covenants: Covenant to Maintain.

(a) Grantor agrees at all times to maintain Upsala, and including specifically, but not limited to, the protected features referenced in Paragraphs 2.2 and 3.1, in a good and sound state of and repair in order to prevent deterioration or destruction through alteration or neglect. Grantor's obligation to maintain shall require replacement, repair, and/or reconstruction by Grantor whenever necessary to preserve Upsala in a good and sound state of repair in accordance with the standards stated in Paragraph 4.

(b) Grantor's obligation to maintain shall also require that Upsala's landscape be maintained in a neat and tidy manner that results in a good or better appearance with the same or substantially similar plantings and vegetation to that existing on the effective date of this Easement. Lawn areas shall be maintained and regularly mowed. Vegetation should be regularly cut back to prevent the growth of woody vegetation where none currently grows.

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under Upsala:

(a) The House shall not be demolished, removed, or razed except as provided in Paragraphs 7 and 8.

(b) Nothing shall be erected, constructed, or allowed to grow on Upsala which would impair the visibility of the House from the public rights-of-way.

(c) Upsala shall not be divided or subdivided in law or in fact and Upsala shall not be devised or conveyed except as a unit. For the purposes of this Easement the term "subdivision" shall include a long term lease or other use of any portion of Upsala that creates the characteristics of a subdivision of Upsala, as determined in the sole discretion of the Grantee. The term "subdivision" shall also include division into condominium or cooperative interests or the partition of undivided interests in Upsala.

(d) The dumping of trash, rubbish, ashes, or any other unsightly or offensive materials is prohibited on Upsala, except for reasonable garden composting and mulch that is neat and tidy and not generally visible from public rights-of-way.

GRANTOR'S CONDITIONAL RIGHTS SUBJECT TO APPROVAL

3.1 Conditional Rights Requiring Approval by Grantee. The following acts are prohibited except with the prior express written approval of the Grantee, which approval may be withheld or conditioned in the sole discretion of Grantee:

(a) Grantor shall not change the exterior architectural features, construction materials, colors, or move, improve, alter, reconstruct, or change the elevations (including but not limited to walls, woodwork, windows, doors, and masonry) and roofs of the House, without the Grantee's approval as provided herein.

(b) At the interior of the House, Grantor shall not alter, remove, or demolish the following interior features of the House in those areas described and depicted in the Baseline Documentation as "Protected Interior Areas," without the Grantee's approval as provided herein:

In the Main Block (1st and 2nd stories and the staircase extending into Room 302):

- (i) woodwork, including but not limited to such elements as doors and door casings, window and window casings, baseboards, mantels, fireplace surrounds, wainscot and cornices;
- (ii) the staircase from the first story, located in Rooms 102, 202 and 302, to the third story, in its entirety;
- (iii) plaster walls and ceilings, including both flat and decorative plaster;
- (iv) masonry masses, including chimneys, fireboxes, hearths and any associated ironwork;
- (v) wood flooring; and
- (vi) hardware, including but not limited to hinges, locks and door handles.

In the Ell and Rear Extension:

- (i) the enclosed staircase in Room 107 at the first story in its entirety;
- (ii) the staircase connecting Room 109 at the first story with Rooms 209A and 209 at the second story, in its entirety;
- (iii) the masonry mass, firebox, hearth and crane located in Room 108; and
- (iv) the masonry mass, firebox, chair rail and cupboard located in Room 208.

(c) Grantor shall not alter, remove, or demolish the wood floor in the Ell and Rear Extension, without the Grantee's approval as provided herein.

(d) Grantor shall not alter, remove, or demolish the structural framing members in the interior of the House, including but not limited to interior beams, posts, plates, studs, sheathing, and rafters, without the Grantee's approval as provided herein.

(e) Grantor shall not change the floor plan, including but not limited to such elements as the location of walls, doors, and windows, of the Main Block, as shown on Exhibit B, without Grantee's approval as provided herein.

(f) Grantor shall not erect, place, or replace any building or structure at Upsala, including but not limited to, garages, sheds, barns, similar ancillary structures, and non-building structures such as fences, walls, walkways, steps, HVAC equipment, utility transmission lines (subject to utility easements already recorded), satellite receiving dishes, antennas, cellular communications transmitters, or similar electronic frequency receiving or emitting devices, flagpoles, wind turbines, solar panels or other similar devices, tents of longer duration than thirty (30) days, mobile homes or residential trailers, dumpsters, storage containers, camping accommodations, or other similar temporary structures, without Grantee's approval as provided herein.

(g) Grantor shall not alter, remove or demolish the hardscape features of the landscape, including but not limited to the location, material and design of the existing driveway, walkways and fences, flagpole monument, well pump, and any other Grantee-approved additions in the future, without Grantee's approval as provided herein.

(h) Grantor shall not alter the landscape, including but not limited to, alterations that obscure the views of Upsala from surrounding public rights-of-way, without the Grantee's approval as provided here.

(i) Grantor shall not make substantial topographical changes, such as, by example, excavation for the construction or installation of roads, driveways, parking areas, walkways, terraces, swimming pools, or recreational facilities, without Grantee's approval as provided herein.

(j) Grantor shall not cut down or remove live trees larger than six inches (6") diameter at breast height located on Upsala and as depicted in Exhibit B, without the Grantee's approval as provided herein. Grantee may require, at Grantor's expense, a professional arborist's report as a condition of reviewing any request to remove trees.

(k) Grantor shall not erect or allow to be erected any external signs or external advertisements, without Grantee's approval as provided herein, except that Grantor may without the approval of the Grantee erect: (i) such plaque permitted under Paragraph 19 of this Easement; (ii) a sign stating solely the name and/or address of Upsala and name of the owner, not to exceed one (1) square foot in area; and (iii) a temporary sign to advertise the sale or rental of Upsala.

(l) Grantor shall not change the use of Upsala to another use other than single-family residential, without Grantee's approval as provided herein.

3.2 Review of Grantor's Requests for Approval.

(a) Any approval by Grantee required by this Easement shall be in the form of an express prior written approval, and may be withheld or conditioned in the sole discretion of Grantee.

(b) Pursuant to Paragraph 3.1, Grantor shall submit in writing to Grantee for Grantee's approval information (including plans, specifications, designs, photographs, and product literature where appropriate) together with a specific request identifying the proposed activity. In addition, Grantor shall also submit to Grantee a timetable for the proposed activity, which is sufficient to permit Grantee to monitor such activity. Grantor shall not make changes or take any action subject to the approval of Grantee unless expressly authorized in writing by an authorized representative of Grantee.

(c) Grantee reserves the right, but is under no obligation, to consult with governmental agencies, nonprofit preservation and conservation organizations, and/or other advisors deemed appropriate by the Grantee, concerning the appropriateness of any activity proposed under this Easement.

(d) In the event that the Grantor does not implement any approval granted pursuant to Paragraphs 3.1 and 3.2 within one (1) year of the date of approval, such approval shall be void. Grantor may resubmit the request for approval; however, such approval may be given or denied in the sole discretion of the Grantee.

STANDARDS FOR REVIEW

4. Standards for Review. In exercising any authority created by this Easement to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction following casualty damage, Grantee shall apply the following standards (hereinafter the "Secretary's Standards"), as they may be amended from time to time: *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 C.F.R. 68) and *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes*.

GRANTOR'S RESERVED RIGHTS

5. Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of Paragraphs 2.1, 2.2, and 3.1, the following rights, uses, and activities of or by Grantor on, over, or under Upsala are permitted by this Easement and by Grantee without further approval by Grantee:

(a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the conservation and preservation values of Upsala; and (iii) are not inconsistent with the Purpose of this Easement;

(b) pursuant to the provisions of Paragraph 2.1, the right to maintain and repair the House strictly according to the Secretary's Standards. As used in this paragraph:

(i) the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the House;

(ii) the right to maintain and repair shall not include the right to make changes in appearance, materials, and workmanship from that existing prior to

the maintenance and repair without the prior written approval of Grantee in accordance with the provisions of Paragraphs 3.1 and 3.2; and

(iii) the right to maintain and repair shall not include the right to replace materials unless such materials are significantly deteriorated or damaged;

(c) the right to continue all manner of existing use and enjoyment of Upsala, including but not limited to the maintenance, repair, and restoration of existing fences; the right to maintain the existing driveway, paths, steps, patios and terraces with the use of same or similar surface materials; the right to maintain existing utility lines; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Easement; and

(d) the right to remove the historical and donor acknowledgement plaques installed on the walls of Room 102 (the "Plaques") provided that the Grantor: (i) provides Grantee thirty (30) days written notice prior to the removal of the Plaques; and (ii) returns the Plaques to Grantee once removed.

PUBLIC ACCESS

6. Public Access. Grantor shall make Upsala accessible to the public as follows, subject to reasonable restrictions to ensure security of the Property and safety of visitors:

(a) on one (1) day per year for activities related to the re-enactment of the Battle of Germantown to occur on those areas of the Upsala landscape shown on Exhibit B ("Site Plan Showing Reenactment Public Access Area") on the date determined annually by Historic Germantown for the Revolutionary Germantown Festival (the "Festival"), such public access will include permitting a re-enactment of portions of the Battle of Germantown as well as other activities related to the Festival on the Property. In the event that the reenactment of the Battle of Germantown does not occur during any year, and at the request of Grantee, the Property will be made available for an open house, house tour, or similar event that is open to the general public following published notice. Grantor may have a representative present during such public access; and

(b) At other reasonable times, upon request of Grantee made with reasonable notice to Grantor, persons affiliated with educational organizations, professional architectural associations, and historical societies shall be admitted to study the Property. In addition, Grantee may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the Property and may use or publish them (or authorize others to do so) to fulfill its charitable or educational purposes.

CASUALTY DAMAGE OR DESTRUCTION; INSURANCE

7. Casualty Damage or Destruction. In the event that Upsala or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee as soon as possible in writing and, in all instances, within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to Upsala and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee; this report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration or reconstruction of damaged or destroyed portions of Upsala; and
- (c) a report of such restoration/reconstruction work necessary to return Upsala to the condition existing at the effective date of this Easement.

8. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 7 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and Grantee agree that the Purpose of the Easement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of Upsala in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor. If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9, Grantor and Grantee agree that restoration/reconstruction of Upsala is impractical or impossible, or agree that the Purpose of the Easement would not be served by such restoration/reconstruction, Grantor may, but only with the prior written consent of Grantee, alter, demolish, remove, or raze Upsala, and/or construct new improvements on Upsala. Grantor and Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the Commonwealth of Pennsylvania and Paragraph 23.1 of this instrument.

9. Insurance.

(a) Grantor shall keep Upsala insured by an insurance company rated "Secure" by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage.

(b) Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include Grantee's interest and name Grantee as an additional insured.

(c) Grantor shall deliver to Grantee a certificate of insurance annually or when coverage is renewed by Grantor. If Grantor fails to submit proof of insurance coverage annually or at the time of renewal, Grantor must deliver proof of coverage, within ten (10) business days of Grantee's written request for documentation of coverage.

(d) Whenever Upsala is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION AND TAXES

10. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, Grantee, its agents, trustees, directors, officers and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to Upsala; the presence or release in, on, or about Upsala, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about Upsala, unless such injury or damage is caused by Grantee or any agent, trustee, director, officer, employee, or independent contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on Upsala with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by Upsala.

11. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on Upsala unless Grantor timely objects to the

amount or validity of the assessment or charge and diligently prosecutes an appeal of the charge, in which case the obligation to pay such charges as defined in this paragraph shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against Upsala. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment if made by Grantee shall constitute a lien on Upsala with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by Upsala.

ADMINISTRATION AND ENFORCEMENT

12. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, registered or certified mail with return receipt requested, or hand delivery;

if to Grantor, then to

Alex Lee Aberle and Violette Harrington Levy
6430 Germantown Avenue
Philadelphia, PA 19119

and if to Grantee, then to

National Trust for Historic Preservation
Attn: Chief Legal Officer/Law Department
2600 Virginia Avenue NW, Suite 1100
Washington, DC 20037

Each party may change its address set forth herein by a notice to such effect to the other party.

13. Evidence of Compliance. Upon request by Grantor, Grantee shall promptly furnish Grantor with a certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of this Easement, or that otherwise describes the status of this Easement to the extent of Grantee's knowledge.

14. Inspection. With appropriate prior notice to Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect Upsala, including the interior of the House.

15. Grantee's Remedies. Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Easement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of Upsala and House to the condition and appearance that existed prior to the violation complained of in the suit. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations contained in this instrument.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Easement, including but not limited to all reasonable court costs, and attorney's, architectural, engineering, and expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

16. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to Upsala received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

17. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any (i) listing of Upsala for sale; or (ii) proposed offer to sell Upsala and shall provide the Grantee an opportunity to explain the terms of this Easement to the real estate listing agent and potential new owners prior to the sale closing.

18. Liens. Any lien on Upsala created pursuant to any paragraph of this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, except that no lien created pursuant to this Easement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by Upsala.

19. Plaque. Grantor agrees that Grantee may provide and maintain a plaque affixed to or adjacent to Upsala, not exceeding 24 by 24 inches in size, giving notice of the history and significance of Upsala and the existence of this Easement.

BINDING EFFECT AND ASSIGNMENT

20. Runs with the Land. Except as provided in Paragraphs 8 and 23.1, the obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with Upsala. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all such persons in the future claiming under or through Grantor and Grantee; the words "Grantor" and "Grantee" when used in this instrument shall include all such persons. Any right, title, or interest granted in this instrument to Grantee also shall be deemed granted to each successor and assign of Grantee and each following successor and assign; the word "Grantee" shall include all such successors and assigns. An owner of Upsala shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in Upsala by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in Upsala or any part thereof, including by way of example and not limitation, a lease of all or a portion of Upsala.

21. Assignment. Grantee may convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar local, state, or national organization that is a "qualified organization" under Section 170(h) of the Code whose purpose, among other things, is to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Easement was granted will continue to be carried out.

22. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of the City of Philadelphia in the Commonwealth of Pennsylvania. Grantor and Grantee intend that the restrictions arising under this Easement take effect on the day and year this instrument is recorded in the land records of the land records of the City of Philadelphia in the Commonwealth of Pennsylvania. This Easement is not subject to expiration under any Marketable Title Act or similar law. Grantee may re-record this Easement without the consent of the Grantor from time to time to perpetuate the Grantee's rights. Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Easement, and nothing contained in this paragraph shall be deemed to constitute a requirement that any such recording is necessary.

EXTINGUISHMENT AND PERCENTAGE INTERESTS

23.1 Extinguishment. Grantor and Grantee hereby recognize that extraordinary circumstances may arise that may make the continued ownership or use of the Property in a manner consistent with the Purpose of this Easement impossible and that

extinguishment of the Easement may be necessary. In the unlikely event that extinguishment is necessary, it must be the result of a judicial proceeding in a court of competent jurisdiction. Grantor and Grantee also recognize that Grantee holds an interest in the Property as reflected in this Easement, that this interest is a valuable property right, and that extinguishment would result in the elimination of that property right. Unless otherwise required by applicable law at the time, in the event of any subsequent sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, and after the satisfaction of prior claims and any costs or expenses associated with such sale, Grantor and Grantee shall share in any net proceeds resulting from such sale in accordance with their respective interests in the fair market value of the Property, as such interests are determined under the provisions of Paragraph 23.3, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's primary purposes. Net proceeds shall also include, without limitation, net insurance proceeds.

In the unlikely event of an extinguishment, the provisions of this Paragraph shall survive extinguishment and shall constitute a lien on Upsala with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by Upsala.

23.2 Condemnation. If all or any part of Upsala is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in Upsala that are subject to the taking and all incidental and direct damages resulting from the taking. After the satisfaction of prior claims and net of expenses reasonably incurred by Grantor and Grantee in connection with such taking, Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of Paragraphs 23.1 and 23.3 unless otherwise provided by law.

23.3 Interests of Grantor and Grantee. For purposes of allocating proceeds pursuant to Paragraphs 23.1 and 23.2, Grantor and Grantee stipulate that as of the date of this Easement, Grantor and Grantee are each vested with real property interests in the Property and that the Grantee's interest in the Property is equal to the proportionate value the Easement bears on the value of the Property as a whole at the time of the date of this Easement, unless the Court granting extinguishment determines, in the exercise of its discretion, a different value. For purposes of this Paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant, except that the value of any improvements made by Grantor after the effective date of this

Easement is reserved to Grantor. The distribution of the percentage interests under this Paragraph shall only occur after the extinguishment of this Easement; no distribution of the percentage interests shall occur upon a subsequent resale of the Property while the Easement is still valid and enforceable.

INTERPRETATION

24. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Property shall not apply in the construction or interpretation of this Easement, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use contained in this instrument.

(b) This instrument may be executed in two (2) counterparts, one of which may be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern.

(c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to its subject matter.

(d) Nothing contained in this instrument shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms of this instrument, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such ordinance or regulation.

(e) To the extent that Grantor owns or is entitled to development rights which may exist now or hereafter under any applicable zoning or similar ordinance, that would permit Upsala to be developed to a use or uses more intensive (in terms of height, bulk, number of structures, assemblage of lots, subdivision, or other criteria related by such ordinances) than that to which Upsala is devoted as of the date of this Easement, such development rights shall not be exercisable on, above, or below Upsala during the term of the Easement, nor shall they be transferred to any adjacent or other parcel.

(f) To the extent that any action taken by Grantee pursuant to this Easement gives rise to a claim of breach of contract, Grantor and Grantee agree that the sole remedy on the part of Grantor shall be reimbursement of actual direct out-of-pocket expenses reasonably incurred by Grantor as a result of such breach and that Grantor shall not have any right to indirect, consequential, or monetary damages in excess of such actual, direct, and reasonable out-of-pocket expenses.

AMENDMENT

25. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the Commonwealth of Pennsylvania. Any such amendment shall be consistent with the protection of the conservation and preservation values of Upsala and the Purpose of this Easement; shall not affect its perpetual duration; shall not permit additional residential development on Upsala other than the residential development permitted by this Easement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Easement. Any such amendment shall be recorded in the land records of the Commonwealth of Pennsylvania. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

THIS EASEMENT reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations relating to any matters addressed in this agreement are null and void upon execution of this agreement, unless set out in this instrument. Grantor acknowledges that this Easement affects important legal rights and obligations of Grantor, including the rights and obligations of Grantor's successors and assigns, and that Grantor has had the opportunity to consult with knowledgeable legal counsel of Grantor's own choosing prior to execution of the Easement.

TO HAVE AND TO HOLD, the said Preservation and Conservation Easement, unto the said Grantee and its successors and permitted assigns forever. This **DEED OF PRESERVATION AND CONSERVATION EASEMENT** may be executed in two (2) counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals the day and year first written above.

WITNESS:

GRANTOR:

<u>Thompson M. Rye</u> Witness	<u>Violetta Harrington Levy</u> 4/24/17 (date)
<u>[Signature]</u> Witness	<u>[Signature]</u> 4/24/17 (date)

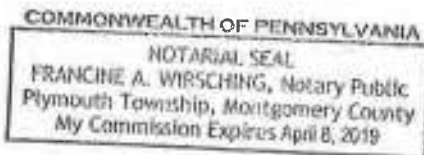
COMMONWEALTH OF PENNSYLVANIA

I, Francine A. Wirsching, a Notary Public in and for said Philadelphia County and the Commonwealth of Pennsylvania, do hereby certify that Alex Lee Aberle and Violette Harrington Levy, whose names are signed to the writing above, have this day, in said County and Commonwealth, acknowledged the same before me.

Given under my hand and seal this 24th day of April, 2017.

Francine A. Wirsching
NOTARY PUBLIC

My Commission Expires:



ATTEST:

GRANTEE:

**NATIONAL TRUST FOR HISTORIC
PRESERVATION IN THE UNITED STATES**


By: Paul W. Edmondson
Its: Chief Legal Officer

 APRIL 19, 2017
By: Paul W. Edmondson (date)
Its: Chief Legal Officer

CITY OF WASHINGTON
DISTRICT OF COLUMBIA

I, LESLIE A. KAMRAD, a Notary Public in and for said City and District, do hereby certify that **Paul W. Edmondson, Chief Legal Officer and General Counsel** of the **NATIONAL TRUST FOR HISTORIC PRESERVATION IN THE UNITED STATES**, whose name is signed to the writing above, has this day, in said City and District, acknowledged the same before me.

Given under my hand and seal this 19th day of April, 2017.



NOTARY PUBLIC
My Commission Expires:

LESLIE A. KAMRAD
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires March 31, 2018



SCHEDULE OF EXHIBITS
Deed of Preservation and Conservation Easement
Alex Lee Aberle and Violette Harrington Levy to the
National Trust for Historic Preservation in the United States

UPSALA
6430 Germantown Avenue
Philadelphia, PA 19119

A. Property Description

B. Baseline Documentation

- B-1 Survey**
- B-2 Site Plans and Floor Plans**
- B-3 Photograph Index**
- B-4 Photographs**
- B-5 Archaeology Report Abstract**

Exhibit A

PROPERTY DESCRIPTION

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the 42nd Ward (now the 59th Ward) of the City of Philadelphia, described according to a Survey thereof, made by John I. Campbell, Surveyor and Regulator of the 9th District, on the 14th day of June 1932, as follows, to wit:

BEGINNING at a point on the Southwesterly side of Germantown Avenue (60 feet wide) measured North eighteen degrees thirty six minutes forty six seconds West two hundred twenty one feet nine and five eighths inches from the point of intersection which the Southwesterly side of Germantown Avenue marked with the Northwesterly side of Johnson Street (50 feet wide); thence South forty degrees eight minutes fifty four seconds West two hundred thirty four feet five and one eighth inches to a point; thence North forty nine degrees fifty one minutes six seconds West sixty feet to a point; thence South forty degrees eight minutes fifty four seconds West forty six feet one and three fourth inches to a point; thence North forty nine degrees fifty minutes twenty six seconds West fifty nine feet two and seven eighths inches to a point on the Southeasterly side of a certain ten foot wide driveway, leading into Emlen Street (50 feet wide); thence extending along said side of driveway South forty degrees eight minutes fifty four seconds West one hundred seventy five feet to a point on the Northeasterly side of said Emlen Street; thence along same North forty nine degrees fifty minutes twenty six seconds West ten feet to a point; thence extending along the Northwesterly side of said drive North forty degrees eight minutes fifty four seconds East one hundred seventy five feet to a point; thence North forty nine degrees fifty minutes twenty six seconds West seventy two feet to a point; thence North forty degrees eight minutes fifty four seconds East twenty feet to a point; thence North forty nine degrees fifty minutes twenty six seconds West thirty feet to a point; thence North forty degrees eight minutes fifty four seconds East fifteen feet to a point; thence North forty nine degrees fifty minutes twenty six seconds West ninety eight feet seven and one half inches to a point; thence North forty degrees eight minutes fifty four seconds East two hundred twenty two feet eight and one half inches to a point; thence on a line at right angles to said Germantown Avenue North seventy degrees thirty two minutes fifty four seconds East one hundred eighty six feet seven and three eighths inches to a point on the aforesaid side of Germantown Avenue; thence along said side of Germantown Avenue South nineteen degrees twenty seven minutes six seconds East two hundred seventy two feet eleven and one half inches to the point and place of beginning.

BEING 6430 Germantown Avenue.

Being the same premises which The Upsala Foundation, Inc., a Pennsylvania Non-

Profit Corporation by Deed dated 08/10/2005 and recorded 08/22/2005 in Philadelphia County as Document No. 51249605 conveyed unto National Trust for Historic Preservation in the United States, a Non-Profit Corporation, in fee.

Exhibit B

BASELINE DOCUMENTATION

The Baseline Documentation consists of the following documents referred to as part of Exhibit B of the Deed of Preservation and Conservation Easement from Alex Lee Aberle and Violette Harrington Levy, husband and wife, to the National Trust for Historic Preservation in the United States is incorporated herein by reference. Grantor and Grantee have received an original set of the survey, photographs, floor plans, site plans, and archaeology report abstract listed herein.

The Baseline Documentation consists of the following:

- B-1. One (1) page survey;
- B-2. Six (6) page set of site and floor plans with photograph points;
- B-3. Nine (9) page photograph index;
- B-4. One hundred sixty-one (161) color photographs of Upsala dated September 13 and 14, 2016; and
- B-5. Archaeology Report (two (2) page abstract recorded).

All photographs of Upsala were taken by Moira Nadal of the National Trust for Historic Preservation in the United States.

In the event of any disparity between the counterpart sets of Baseline Documentation held by Grantor, held by Grantee, or the recorded Baseline Documentation, the Baseline Documentation held by the Grantee shall govern.

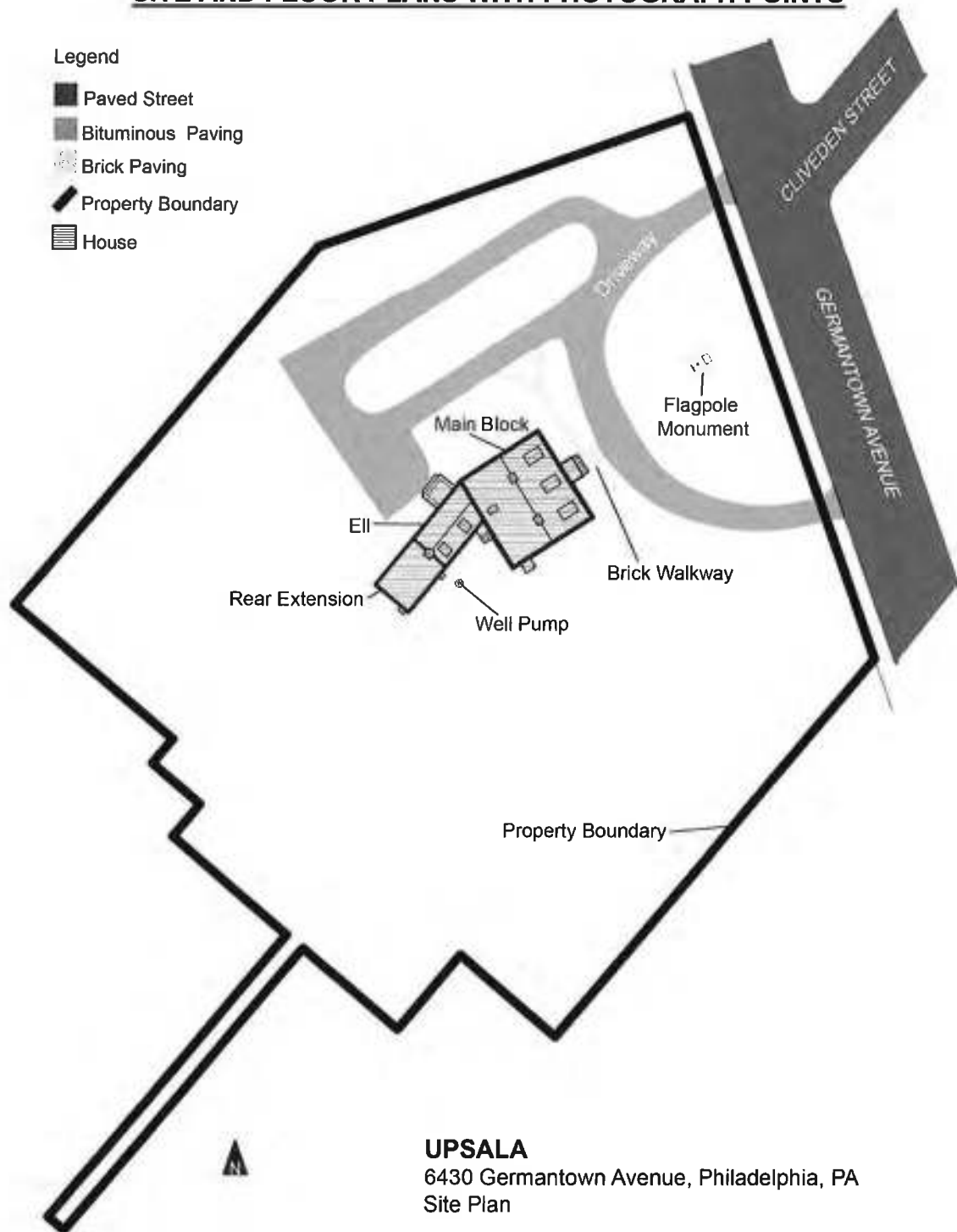
Exhibit B-1

SURVEY



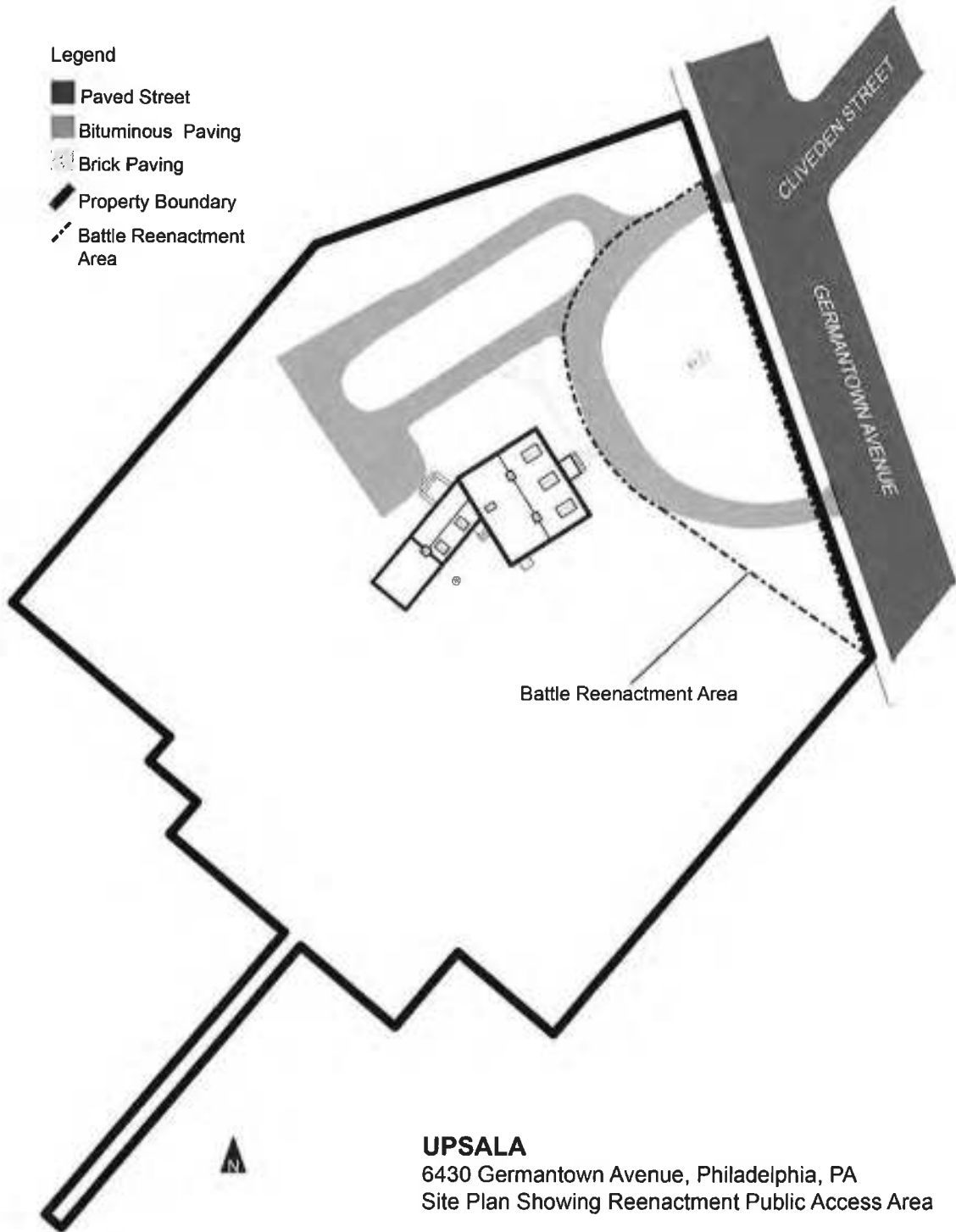
Exhibit B-2

SITE AND FLOOR PLANS WITH PHOTOGRAPH POINTS



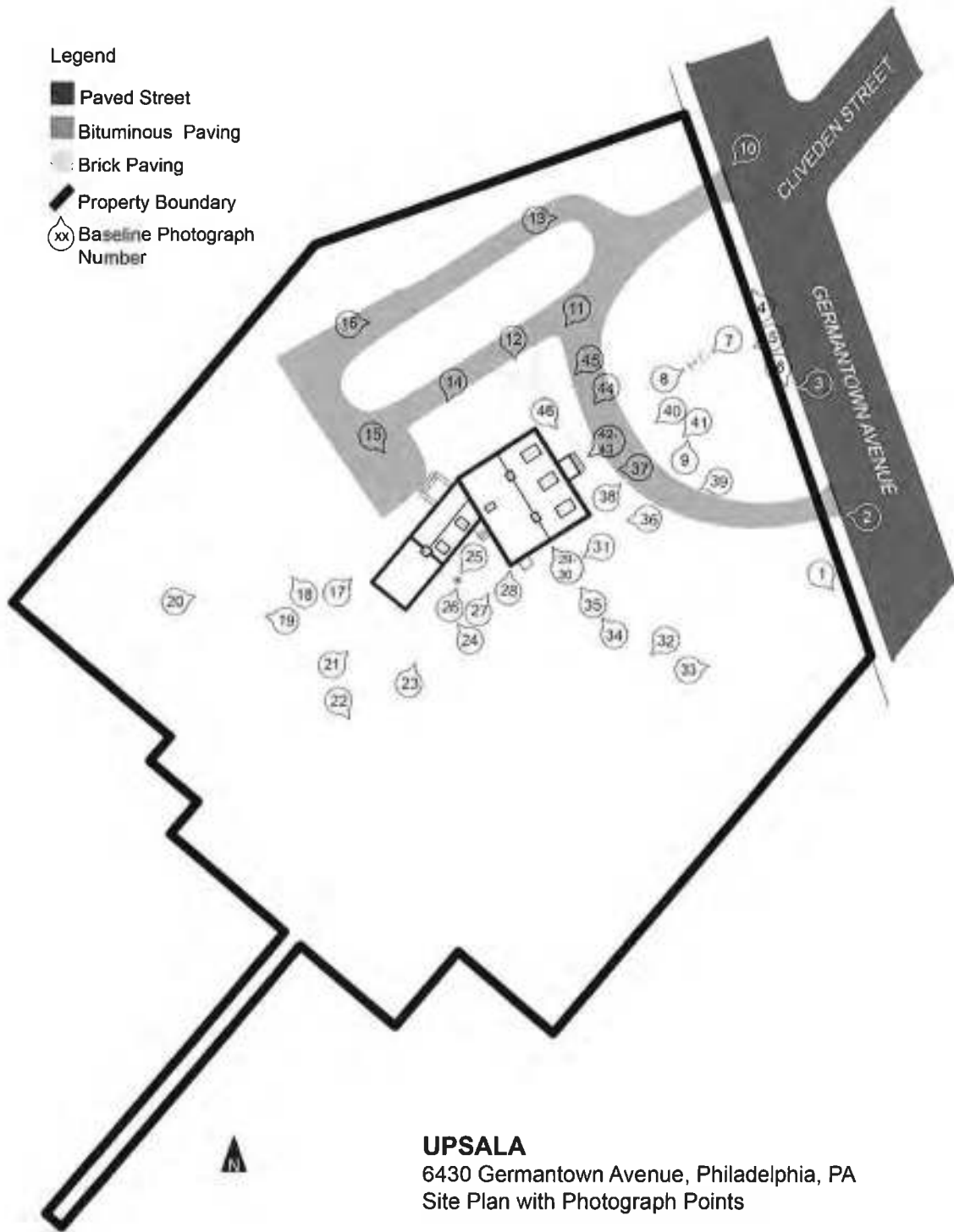
Legend

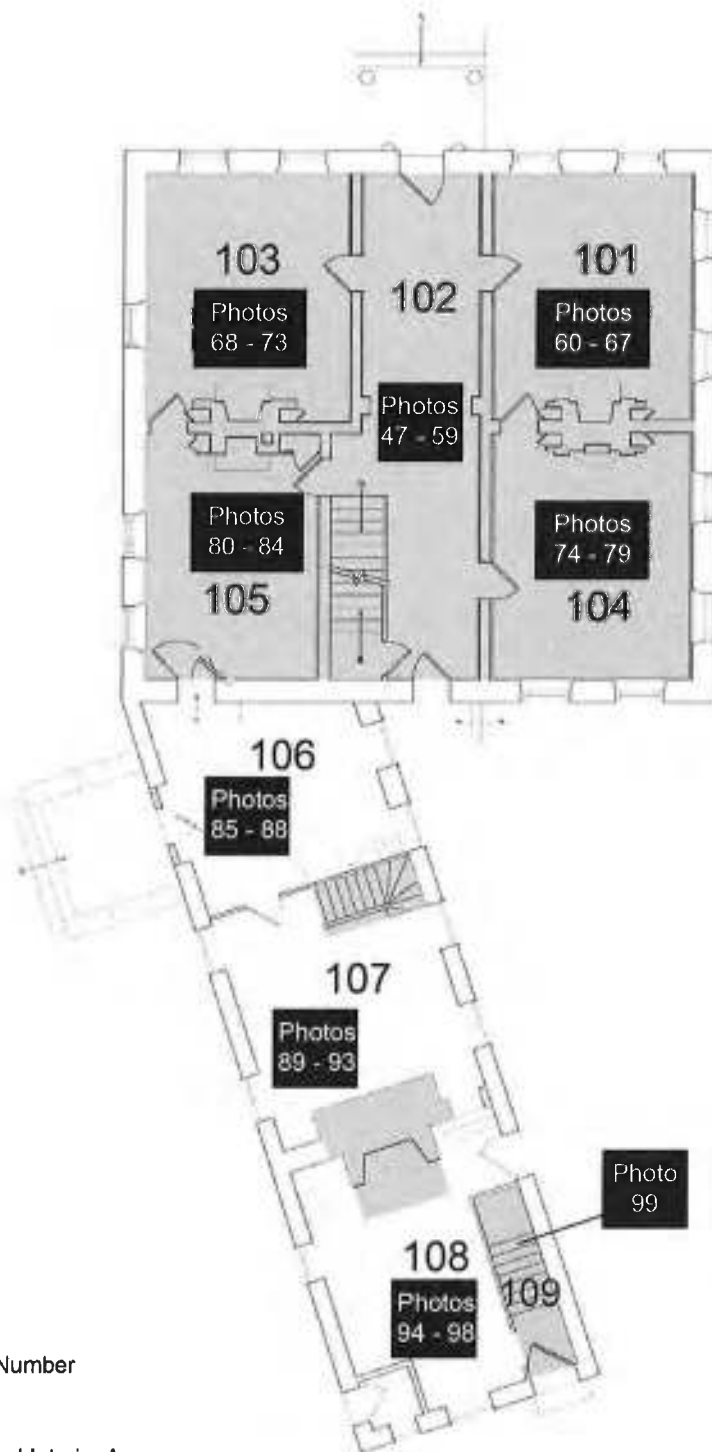
-  Paved Street
-  Bituminous Paving
-  Brick Paving
-  Property Boundary
-  Battle Reenactment Area



UPSALA

6430 Germantown Avenue, Philadelphia, PA
Site Plan Showing Reenactment Public Access Area





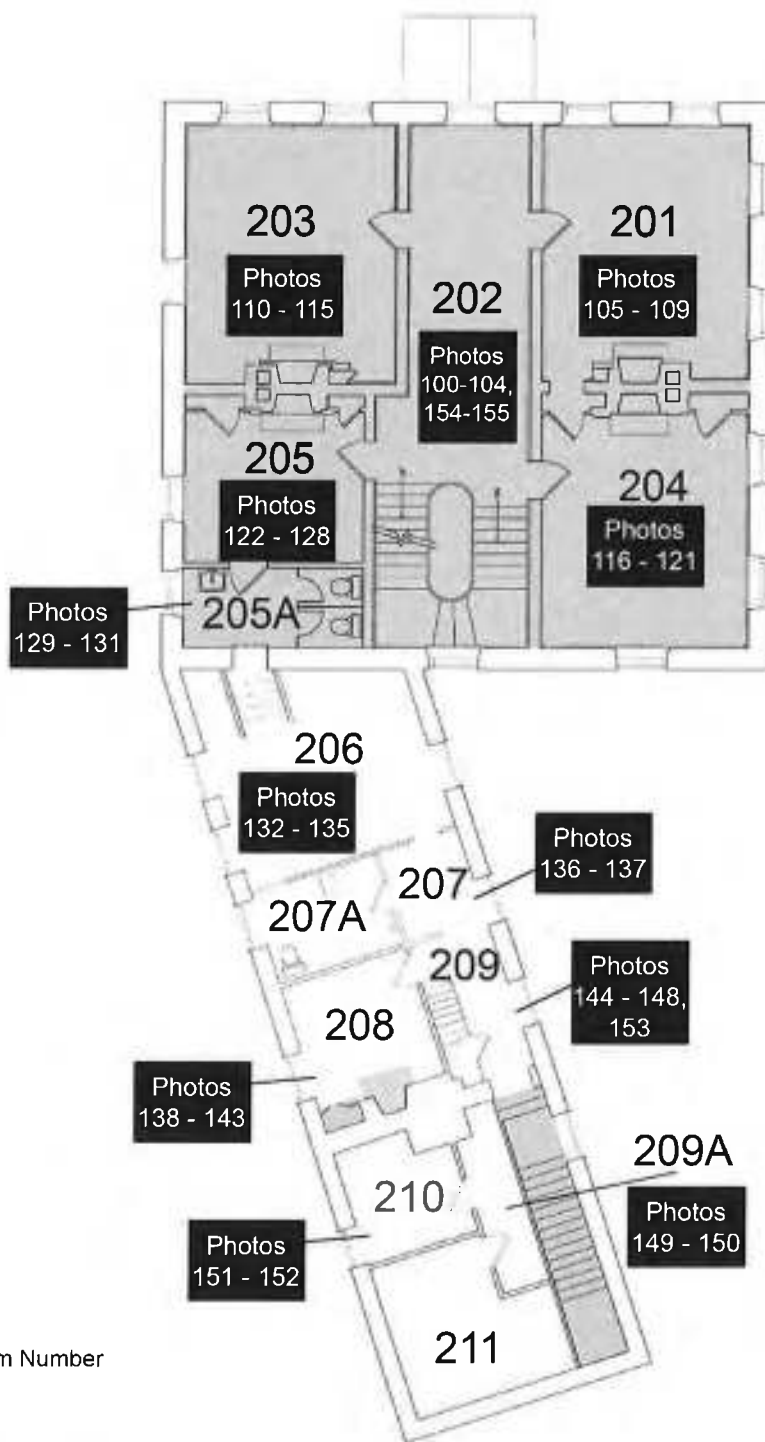
000 = Room Number

 = Protected Interior Areas

 = Corresponding Baseline Photograph Number

UPSALA

6430 Germantown Avenue, Philadelphia, PA
First Floor Plan



000 = Room Number



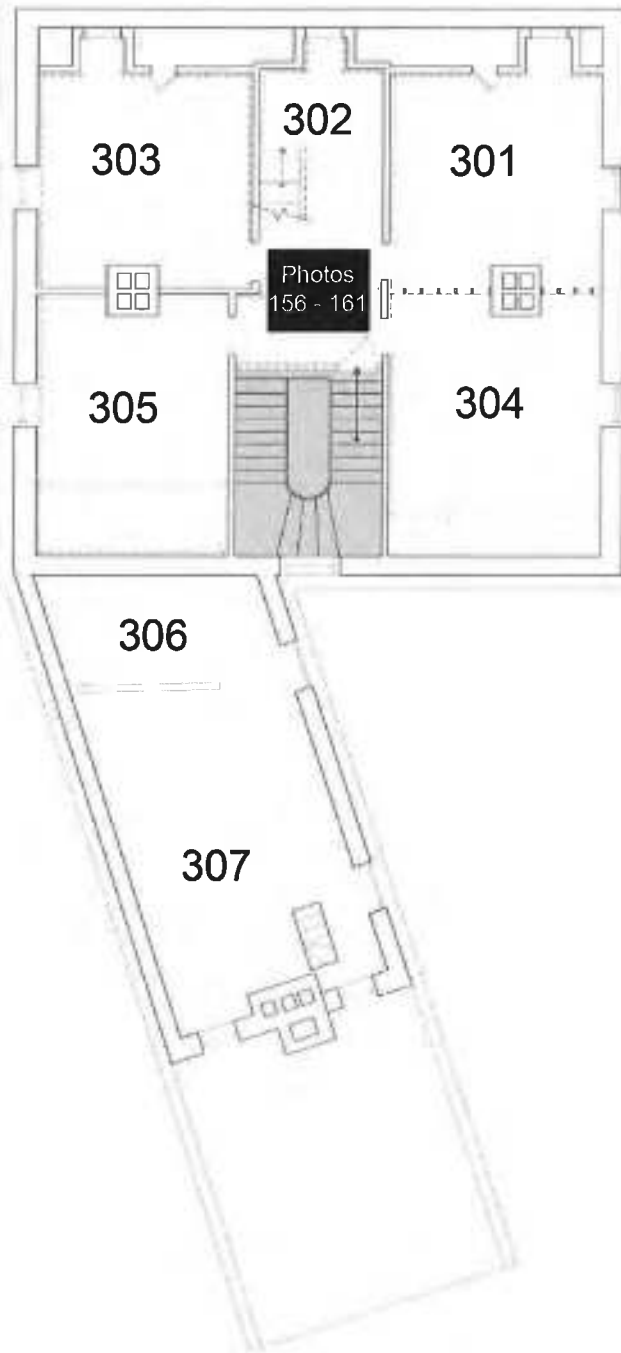
= Protected Interior Areas



= Corresponding Baseline Photograph Number

UPSALA

6430 Germantown Avenue, Philadelphia, PA
Second Floor Plan



000 = Room Number

 = Protected Interior Areas

 = Corresponding Baseline Photograph Number

UPSALA
6430 Germantown Avenue, Philadelphia, PA
Third Floor Plan

Exhibit B-3

PHOTOGRAPH INDEX

This is the nine (9) page photograph index referred to as part of Exhibit B of the Deed of Preservation and Conservation Easement from Alex Lee Aberle and Violette Harrington Levy, husband and wife, to the National Trust for Historic Preservation in the United States.

The photographs of Upsala consist of one hundred sixty-one (161) color photographs dated September 13 and 14, 2016. All photographs of Upsala were taken by Moira Nadal of the National Trust for Historic Preservation in the United States.

The photographs are labeled and numbered as follows:

1	Landscape, Looking Southeast Toward Stone Wall Fencing (09-13-2016, NTHP)
2	Landscape, Driveway, Looking Northwest (09-13-2016, NTHP)
3	Landscape, Looking Southwest (09-13-2016, NTHP)
4	Landscape, Looking North (09-13-2016, NTHP)
5	Landscape, Looking Southwest (09-13-2016, NTHP)
6	Landscape, Looking South (09-13-2016, NTHP)
7	Landscape, Detail of Flagpole Monument (09-13-2016, NTHP)
8	Landscape, Detail of Flagpole Monument (09-13-2016, NTHP)
9	Landscape, Flagpole Monument, Looking Northeast (09-13-2016, NTHP)
10	Landscape, Driveway, Looking Southwest (09-13-2016, NTHP)
11	Main Block, Northwest Corner (09-13-2016, NTHP)
12	Main Block, West Elevation (09-14-2016, NTHP)
13	Landscape, Driveway, Looking Northeast (09-13-2016, NTHP)

14	Ell and Rear Extension, West Elevation (09-14-2016, NTHP)
15	Ell and Rear Extension, West Elevation (09-13-2016, NTHP)
16	Landscape, Driveway, Looking Northeast (09-13-2016, NTHP)
17	Landscape, Looking Northeast (09-13-2016, NTHP)
18	Landscape, Looking Northwest (09-13-2016, NTHP)
19	Landscape, Looking West (09-13-2016, NTHP)
20	Rear Extension, Southwest Corner (09-13-2016, NTHP)
21	Rear Extension, South Elevation (09-13-2016, NTHP)
22	Landscape, Looking Southeast (09-13-2016, NTHP)
23	Rear Extension, Ell, and Main Block, South Elevation (09-13-2016, NTHP)
24	Ell and Rear Extension, East Elevation (09-13-2016, NTHP)
25	Landscape, Detail of Well Pump (09-13-2016, NTHP)
26	Landscape, Detail of Well Pump (09-13-2016, NTHP)
27	Main Block, South Elevation (09-13-2016, NTHP)
28	Main Block, Southeast Corner (09-13-2016, NTHP)
29	Main Block, East Elevation (09-13-2016, NTHP)
30	Main Block, East Elevation (09-13-2016, NTHP)
31	Main Block, East Elevation (09-13-2016, NTHP)
32	Landscape, Looking Southwest (09-13-2016, NTHP)
33	Landscape, Looking Southeast Toward Stone Fencing (09-13-2016, NTHP)

34	Main Block, East Elevation (09-13-2016, NTHP)
35	Main Block, East Elevation (09-13-2016, NTHP)
36	Main Block, Northeast Corner (09-13-2016, NTHP)
37	Main Block, North Facade (09-13-2016, NTHP)
38	Landscape, Looking Northeast Toward Flagpole Monument (09-13-2016, NTHP)
39	Main Block, Northeast Corner (09-13-2016, NTHP)
40	Main Block, North Facade (09-13-2016, NTHP)
41	Main Block, Detail of Northeast Corner (09-13-2016, NTHP)
42	Main Block, North Facade (09-13-2016, NTHP)
43	Main Block, North Facade, Detail of Entry Door and Portico (09-13-2016, NTHP)
44	Main Block, North Facade, Detail of Dormer Window (09-13-2016, NTHP)
45	Main Block, Detail of Northwest Corner (09-13-2016, NTHP)
46	Main Block, North Facade, Looking Southeast (09-13-2016, NTHP)
47	Main Block Interior, Room 102, Looking Southwest; Wooden Arch Slight Separation from Wall (09-13-2016, NTHP)
48	Main Block Interior, Room 102, Looking Northwest (09-13-2016, NTHP)
49	Main Block Interior, Room 102, Looking West at Cellar Door; Cracks along Curved Stair Stringers (09-13-2016, NTHP)
50	Main Block Interior, Room 102, Detail of Newel and Handrail (09-13-2016, NTHP)
51	Main Block Interior, Room 102, Looking Southwest; Cracked Plaster Underside of Staircase (09-13-2016, NTHP)
52	Main Block Interior, Room 102, Looking Southwest (09-13-2016, NTHP)
53	Main Block Interior, Room 102, Detail of Plaster and Millwork; Crack in Northeast Corner of Wooden Arch (09-13-2016, NTHP)

54	Main Block Interior, Room 102, Looking Northeast; Plaster Crack in East Corner (09-13-2016, NTHP)
55	Main Block Interior, Room 102, Detail of Entry Door; Cracked Plaster above Fanlight Keystone (09-14-2016, NTHP)
56	Main Block Interior, Room 102, Detail of Plaque on West Wall (09-14-2016, NTHP)
57	Main Block Interior, Room 102, Detail of Plaque on East Wall (09-14-2016, NTHP)
58	Main Block Interior, Room 102, Detail of Plaster Medallion; Plaster Ceiling Discoloration Northeast of Ceiling Medallion (09-13-2016, NTHP)
59	Main Block Interior, Room 102, Looking Southwest; Hole in Floors at Northwest Corner of First Landing (09-13-2016, NTHP)
60	Main Block Interior, Room 101, Southeast Corner; Gap in Top Rail & Wainscoting at Corner, Plaster Molding Damage at East Wall (09-13-2016, NTHP)
61	Main Block Interior, Room 101, Southwest Corner; Cracks in Stone Fireplace Surround (09-13-2016, NTHP)
62	Main Block Interior, Room 101, Detail of Door Hardware (09-13-2016, NTHP)
63	Main Block Interior, Room 101, Northwest Corner; Plaster Molding Damage on North Wall (09-13-2016, NTHP)
64	Main Block Interior, Room 101, Northeast Corner; Plaster Damage on North Wall and Molding (09-13-2016, NTHP)
65	Main Block Interior, Room 101, Detail of East Cabinet; Cracked Paint along side of Fireplace Mantel (09-13-2016, NTHP)
66	Main Block Interior, Room 101, Detail of West Cabinet; Cracked Plaster and Paint along side of Fireplace Mantel (09-13-2016, NTHP)
67	Main Block Interior, Room 101, Detail of Plaster (09-13-2016, NTHP)
68	Main Block Interior, Room 103, Southwest Corner (09-13-2016, NTHP)
69	Main Block Interior, Room 103, Northwest Corner; Uneven Floor at West Wall, Cracked Plaster Molding, Window Sill Damage on North Wall (09-13-2016, NTHP)
70	Main Block Interior, Room 103, Northeast Corner; Uneven Wood Floor at East Wall, Window Sill Damage, Cracked Plaster in Ceiling (09-13-2016, NTHP)
71	Main Block Interior, Room 103, Southeast Corner (09-13-2016, NTHP)
72	Main Block Interior, Room 103, Detail of East Cabinet; Cabinet Hardware Missing (09-13-2016, NTHP)
73	Main Block Interior, Room 103, Detail of West Cabinet; Cabinet Hardware Missing (09-13-2016, NTHP)

74	Main Block Interior, Room 104, Northeast Corner (09-13-2016, NTHP)
75	Main Block Interior, Room 104, Southeast Corner (09-13-2016, NTHP)
76	Main Block Interior, Room 104, Southwest Corner; Small Holes in Floor along South Wall (09-13-2016, NTHP)
77	Main Block Interior, Room 104, Northwest Corner (09-13-2016, NTHP)
78	Main Block Interior, Room 104, Detail of West Cabinet (09-13-2016, NTHP)
79	Main Block Interior, Room 104, Detail of East Cabinet; Cracked Plaster Above Cabinet (09-13-2016, NTHP)
80	Main Block Interior, Room 105, Southwest Corner; Plaster Molding & Ceiling Damage at Corner, Plaster Crack in West Ceiling (09-13-2016, NTHP)
81	Main Block Interior, Room 105, Southeast Corner (09-13-2016, NTHP)
82	Main Block Interior, Room 105, North Wall (09-13-2016, NTHP)
83	Main Block Interior, Room 105, Detail of Cabinet (09-13-2016, NTHP)
84	Main Block Interior, Room 105, Northeast Corner (09-13-2016, NTHP)
85	EII Interior, Room 106, Southwest Corner (09-14-2016, NTHP)
86	EII Interior, Room 106, Detail of Door Hardware (09-14-2016, NTHP)
87	EII Interior, Room 106, Northwest Corner (09-14-2016, NTHP)
88	EII Interior, Room 106, Northeast Corner (09-14-2016, NTHP)
89	EII Interior, Room 107, Southeast Corner (09-14-2016, NTHP)
90	EII Interior, Room 107, South Wall (09-14-2016, NTHP)
91	EII Interior, Room 107, West Wall; Framing Member Potentially Out of Plumb (09-14-2016, NTHP)
92	EII Interior, Room 107, Northwest Corner (09-14-2016, NTHP)
93	EII Interior, Room 107, Northeast Corner and Enclosed Staircase (09-14-2016, NTHP)

94	Rear Extension Interior, Room 108, South Wall (09-14-2016, NTHP)
95	Rear Extension Interior, Room 108, West Wall (09-14-2016, NTHP)
96	Rear Extension Interior, Room 108, North Wall (09-14-2016, NTHP)
97	Rear Extension Interior, Room 108, East Wall (09-14-2016, NTHP)
98	Rear Extension Interior, Room 108, Southeast Corner (09-14-2016, NTHP)
99	Rear Extension Interior, Room 109, Looking Northeast (09-14-2016, NTHP)
100	Main Block Interior, Room 202, Looking East (09-13-2016, NTHP)
101	Main Block Interior, Room 202, Looking Southeast (09-13-2016, NTHP)
102	Main Block Interior, Room 202, Looking Northwest (09-13-2016, NTHP)
103	Main Block Interior, Room 202, Looking Northeast; Holes in Flooring along East Wall (09-13-2016, NTHP)
104	Main Block Interior, Room 202, Looking Southwest; Cracks at Underside of Staircase Extending to East Wall above Door (09-14-2016, NTHP)
105	Main Block Interior Room 201, South Wall (09-13-2016, NTHP)
106	Main Block Interior, Room 201, Northwest Corner; Plaster Molding Damage on West Wall (09-13-2016, NTHP)
107	Main Block Interior, Room 201, North Wall; Plaster Molding Damage at East Corner (09-13-2016, NTHP)
108	Main Block Interior, Room 201, Northeast Corner; Plaster Molding Damage at Corner (09-13-2016, NTHP)
109	Main Block Interior, Room 201, Looking South into Room 204 (09-13-2016, NTHP)
110	Main Block Interior, Room 203, South Wall; Fireplace Mantel Missing Dentils (09-13-2016, NTHP)
111	Main Block Interior, Room 203, West Wall; Plaster Wall & Molding Damage at North Wall & Corner (09-13-2016, NTHP)
112	Main Block Interior, Room 203, North Wall; Plaster Wall & Molding Damage at West Corner, Damaged Window Casings (09-13-2016, NTHP)
113	Main Block Interior, Room 203, Northeast Corner (09-13-2016, NTHP)

114	Main Block Interior, Room 203, Southeast Corner; Cracked Plaster Molding and Ceiling on East Wall (09-13-2016, NTHP)
115	Main Block Interior, Room 203, Detail of Cabinet; Flaking Paint on Wood Fireplace Mantel (09-13-2016, NTHP)
116	Main Block Interior, Room 204, Northeast Corner; Cracks in Stone Fireplace Surround, Cracked Plaster on Walls and Moldings at Corner (09-13-2016, NTHP)
117	Main Block Interior, Room 204, Southeast Corner; Cracked Plaster above South Window (09-13-2016, NTHP)
118	Main Block Interior, Room 204, Southwest Corner; Cracked Plaster Along Ceiling at South Wall (09-13-2016, NTHP)
119	Main Block Interior, Room 204, Northwest Corner; Cracked Plaster from Top of West Door to Across the Center of the Ceiling (09-13-2016, NTHP)
120	Main Block Interior, Room 204, North Wall; Cracked Plaster from Ceiling to Wall above East Door (09-13-2016, NTHP)
121	Main Block Interior, Room 204, Detail of Closet Hardware (09-13-2016, NTHP)
122	Main Block Interior, Room 205, Southwest Corner (09-14-2016, NTHP)
123	Main Block Interior, Room 205, Detail of Door Hardware (09-13-2016, NTHP)
124	Main Block Interior, Room 205, West Wall (09-13-2016, NTHP)
125	Main Block Interior, Room 205, North Wall; Damaged Plaster above West Door, Fireplace Surround Split Wood, Peeling Paint (09-13-2016, NTHP)
126	Main Block Interior, Room 205, Detail of Closet Hardware (09-13-2016, NTHP)
127	Main Block Interior, Room 205, East Wall; Cracked Plaster at top of East Wall (09-13-2016, NTHP)
128	Main Block Interior, Room 205, Southeast Corner (09-13-2016, NTHP)
129	Main Block Interior, Room 205A, West Wall; Ceiling Damage, Cracked Plaster Above Sink on North Wall (09-14-2016, NTHP)
130	Main Block Interior, Room 205A, East Wall; Two Cracks from Top of Wall Down, Plaster Depression at Top of Wall (09-14-2016, NTHP)
131	Main Block Interior, Room 205A, Looking Southwest (09-14-2016, NTHP)
132	EII Interior, Room 206, Southwest Corner (09-14-2016, NTHP)
133	EII Interior, Room 206, Looking Southeast (09-14-2016, NTHP)

134	EII Interior, Room 206, Northeast Corner (09-14-2016, NTHP)
135	EII Interior, Room 206, West Wall (09-14-2016, NTHP)
136	EII Interior, Room 207, Looking Southwest (09-14-2016, NTHP)
137	EII Interior, Room 207, Looking South (09-14-2016, NTHP)
138	EII Interior, Room 208, Southwest Corner (09-14-2016, NTHP)
139	EII Interior, Room 208, Northwest Corner (09-14-2016, NTHP)
140	EII Interior, Room 208, Northeast Corner (09-14-2016, NTHP)
141	EII Interior, Room 208, East Wall (09-14-2016, NTHP)
142	EII Interior, Room 208, Detail of Door Hardware (09-14-2016, NTHP)
143	EII Interior, Room 208, South Wall (09-14-2016, NTHP)
144	EII Interior, Room 209, Looking West (09-14-2016, NTHP)
145	EII Interior, Room 209, Looking Southwest (09-14-2016, NTHP)
146	EII Interior, Room 209, Looking West; Hole in Center of Floor (09-14-2016, NTHP)
147	EII Interior, Room 209, Detail of Closet Below Stair (09-14-2016, NTHP)
148	EII Interior, Room 209, Looking Northeast; Damaged Wood Floors (09-14-2016, NTHP)
149	Rear Extension Interior, Room 209, Looking Southwest (09-14-2016, NTHP)
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PHOTO 073 - Main Block Interior, Room 103, Detail of West Cabinet; Cabinet Hardware Missing (09-13-2016, NTHP)



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PHOTO 128 - Main Block Interior, Room 205, Southeast Corner (09-13-2016, NTHP)



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PHOTO 139 - Ell Interior, Room 208, Northwest Corner (09-14-2016, NTHP)

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PHOTO 160 - Main Block Interior, Room 302, Looking Northeast (09-14-2016, NTHP)



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Exhibit B-5

ARCHAEOLOGY REPORT ABSTRACT

The Archaeological Report dated January 2010 was prepared for Cliveden of the National Trust by Kimberly Morrell and Douglas Mooney of URS Corporation. Only the Abstract has been included as part of the Baseline Documentation. A full copy of the Archaeology Report is held by the Grantee, and a copy has been provided to Grantor. Additional copies are available to Grantor upon request to Grantee.

**Phase I Archaeological Survey
at the Upsala Property,
Cliveden of the National Trust**

Philadelphia, Pennsylvania

Prepared for:

Cliveden of the National Trust

Prepared by:

Kimberly Morrell
and
Douglas Mooney, M.A., RPA

URS Corporation
437 High Street
Burlington, New Jersey 08016
609-386-5444

January 2010

Abstract

In September 2009, URS Corporation (URS) conducted a Phase I archaeological survey of the historic property of Upsala, located on the 6400 block of Germantown Avenue within the historic district of Germantown, Philadelphia, Pennsylvania. Upsala is listed on the National Register of Historic Places (NR# 72001174) and consists of eighteenth- and nineteenth-century residential structures encompassed by manicured lawn and sparsely distributed mid-age trees. This survey was performed at the request of the staff of Cliveden of the National Trust, who administers the Upsala property, and was funded by a grant from the Ogontz Avenue Redevelopment Corporation (OARC). The purpose of this study was to assess the archaeological potential of the Upsala grounds and to establish a framework for additional archaeological investigations in the event of future modifications or improvements to the property. No archaeological assessments had been conducted at Upsala prior to this investigation.

Several aspects of the property contribute to the historical value of Upsala. The historical occupation of the project area dates to the mid-eighteenth century; Dirk Jansen erected with the earliest known structure on the property prior to 1755. Although not confirmed by known documentation, local tradition identifies the grounds at Upsala as the site of the Continental Army's cannon emplacement during the Battle of Germantown (October 4, 1777). The current fronting structure—built to the immediate north of the original residence during 1798–1801 for the landowner John Johnson—is a representative example of Federal architecture and has been maintained through the centuries in a generally unmodified state. No standing outbuildings are currently retained on the property.

URS' archaeological investigation was comprised of systematic subsurface shovel testing across the entire property, and it incorporated public-outreach efforts involving local school children. Survey revealed limited pockets of deep subsurface disturbance interspersed with intact historical soils. Undisturbed portions of the property retained both historical pit features and several truncated outbuilding foundation elements. A total of 4,107 artifacts were collected, primarily domestic and architectural in nature and exhibiting a wide range of manufacture dates. No evidence of any Revolutionary War-era military artifacts was detected during the investigation.

Based on the historical nature of the overall Upsala property and the retention of intact subsurface historical resources, Upsala has been assigned Pennsylvania archaeological site number 36PH0156. The potential of this historical property to contribute to the historical record is considerable, particularly regarding the development of Upsala during the late eighteenth century and the property's possible involvement in the Revolutionary War. As such, additional archaeological investigation is recommended prior to any future proposed subsurface disturbance of the Upsala grounds.

Exhibit B-5

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