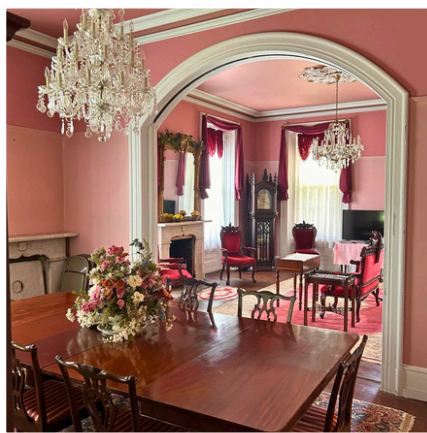


PROPERTY INFORMATION PACKAGE

“PAINTER’S FOLLY”



**HISTORICALLY PRESERVED HOME C. 1857 ON 3.68^{+/-} ACRES
OWN A MASTERPIECE OF AMERICAN HISTORY**

OFFERED BY CHADDS FORD TOWNSHIP

LIVE AUCTION OCTOBER 22, 2026 11:00 AM

PROPERTY PREVIEWS: OCTOBER 1ST 3-5 PM & OCTOBER 10TH 12-2 PM

1421 BALTIMORE PIKE, CHADDS FORD, PA

(888) 299-1438

WWW.MAXSPANN.COM

KEVIN NEAL PA AUCTIONEER #AU006046



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Disclaimer: The Property is sold "as is".

All information regarding the property for sale are from sources deemed reliable, but no warranty or representation is made by the Seller, Auctioneer, Realtor, Affiliates or Employees of the Realtor to the accuracy or reliability thereof and same is subject to errors, omissions, other conditions, or withdrawal without notice. Prospective Purchasers must rely solely upon their own investigations and due diligence.

EXECUTIVE SUMMARY

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA

AUCTION

Offered by Chadds Ford Township
"Painter's Folly" Historically Preserved Home
Own a Masterpiece of American History
LIVE Auction Thursday, October 22, 2026

1421 Baltimore Pike, Chadds Ford, PA 19317
Chadds Ford Township, Delaware County

Max Spann Real Estate & Auction Company is pleased to offer at Auction "Painter's Folly", an extraordinary historic residence in Chadds Ford, Pennsylvania. Originally constructed circa 1857, Painter's Folly is a three-story Italianate mansion encompassing approximately 6,970 square feet and situated on approximately 3.68 acres of preserved land overlooking the celebrated Brandywine Valley landscape. Listed on the National Register of Historic Places, the residence is distinguished by its signature belvedere, wraparound porch, soaring ceilings, period architectural details, and remarkable historic character.

Beyond its architectural significance, Painter's Folly occupies a special place in the history of American art. The property was once home to the Howard Pyle School of Illustration and became associated with some of the most important artists of the Brandywine tradition, including N.C. Wyeth, Frank Schoonover, and Andrew Wyeth, who frequently painted the property.

The property combines the privacy and natural beauty of its preserved acreage with a premier location in the heart of Chadds Ford. Nearby cultural and historic destinations include the Brandywine River Museum of Art and Brandywine Battlefield Park, while Wilmington and Philadelphia are readily accessible. Conservation and façade easements protect the property's historic architecture, scenic surroundings, and character for future generations.

Offered by the Township of Chadds Ford, this Auction will provide prospective purchasers with a transparent and competitive opportunity to acquire a property rarely available on the private market.

PROPERTY HIGHLIGHTS:

- Tax ID #04000004400, 3.681^{+/-} Acres
- **Zoning:** R-1, Residential
- **Utilities:** Private Well and Public Sewer
- **2026 Tax Rate:** 25.3767 per \$1,000 of Assessed Value **property currently tax exempt*

PROPERTY PREVIEWS:

Thursday, October 1st from 3pm-5pm
Saturday, October 10th from 12pm-2pm

AUCTION DAY DETAILS:

LIVE In-Person Auction with Simulcast Online Bidding Available
Thursday, October 22, 2026 11:00 AM
Auction Location: 1421 Baltimore Pike, Chadds Ford, PA 19317

ONLINE BIDDING PLATFORM:

<https://bid.maxspann.com>

Kevin Neal PA Auctioneer #AU006046

Max Spann Real Estate & Auction Co | (888) 299-1438 | www.maxspann.com



How To Buy

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA

- 1) Review this Property Information Package.
- 2) Tour the Property at one of the Scheduled Previews: Thursday, October 1st from 3pm-5pm and Saturday, October 10th from 12pm-2pm.
- 3) Attend the Live Auction or Bid Online! For Online Bidding, sign up at <https://bid.maxspann.com> or download the Max Spann App.
- 4) **Funds in the amount of \$20,000 are required for bidding.**

Live Bidding: If bidding in person, bring a bank cashier's check for \$20,000 made payable to yourself to be presented prior to the beginning of the live auction. Said check will be endorsed over to Escrow Holder if you are the successful bidder. Bring a blank personal or business check for the balance of the 10% deposit of the full contract amount.

Online Bidding: If bidding on-line, submit funds via electronic wire or bank cashier's check to Max Spann Real Estate & Auction Co. See page 5 of this package for Wiring Instructions. **Funds must be received by 5:00PM (ET) Wednesday, October 21, 2026.** **Bidders will not be approved for bidding until funds have been received.**

If you are not the winning bidder, the funds will be returned following the Auction.

- 5) Live Auction Thursday, October 22, 2026 at 11:00 AM at the Site, 1421 Baltimore Pike, Chadds Ford, PA 19317. Auctioneer reserves the right to change bidding increments during the course of the auction. All auctions are subject to extended bidding due to bidding activity.
- 6) The successful High Bidder will be required to execute the contract of sale in person or via DocuSign immediately following the Auction and submit the balance of the 10% deposit by end of business Thursday, October 22, 2026 (5:00PM). **NO EXCEPTIONS!**

Remember the Max Spann Auction Team is here to assist you prior, during and after the auction.



ONLINE BIDDING & WIRING INSTRUCTIONS

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA

Simulcast Online Bidding Available!

For bidding online through a browser, visit:

<https://bid.maxspann.com>

For bidding through the Max Spann Bidder App, simply download the app:

Apple download: <https://itunes.apple.com/us/app/max-spann/id1164556449?mt=8>

Android download: <https://play.google.com/store/apps/details?id=com.maxspann.bid>

Submit Your Funds for Bidding:

Electronic wire \$20,000 to Max Spann Real Estate & Auction Co or FedEx a bank cashier's check for receipt no later than 5:00PM (EDT) Wednesday, October 21, 2026. **You will not be approved for online bidding until we have received your funds.** If you are not the winning Bidder, the funds will be returned as an escrow account check and sent via certified mail.

IMPORTANT! DO NOT SEND AN ACH TRANSFER! An ACH transfer is not immediately available funds and requires additional time for clearance. If you are unsure if you are sending the funds via Wire Transfer or ACH, contact your bank for Wiring Instructions prior to transmitting the funds.

Wiring Instructions

Receiving Financial Institution:

ABA # 221272303

Provident Bank

10 Woodbridge Center Drive

Woodbridge, NJ 07095

Beneficiary Information:

Account Number: 11000759

Account Name: MAX SPANN AUCTIONS CO

**(Must use FULL account name, otherwise wire will be rejected)*

Account Address: 1325 Route 31 South- Ste 1, Annandale, NJ 08801

Include Memo: Your Name, Chadds Ford

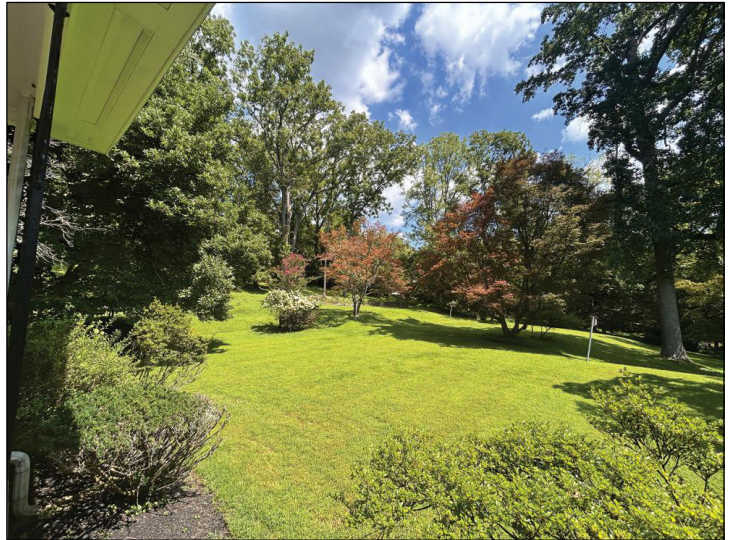
***call 888-299-1438 or email auctions@maxspann.com to confirm once wire has been sent**

Please be sure to include NAME in Memo as Account Name/Entity may not match registration



PHOTOS

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA

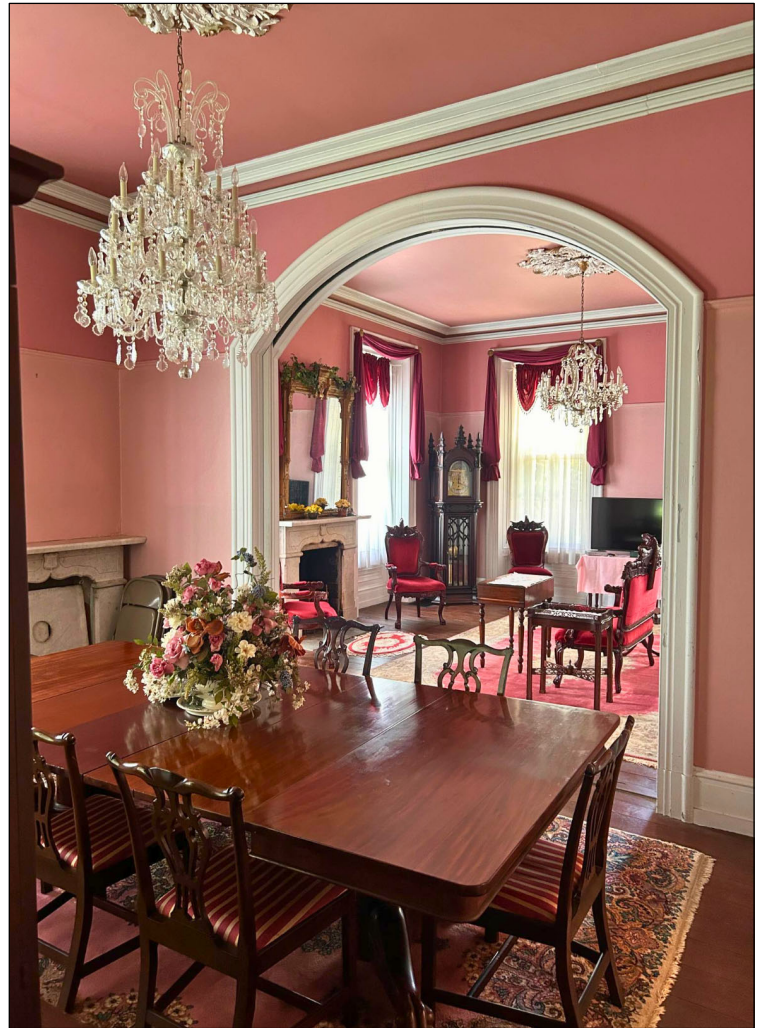


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PHOTOS

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA

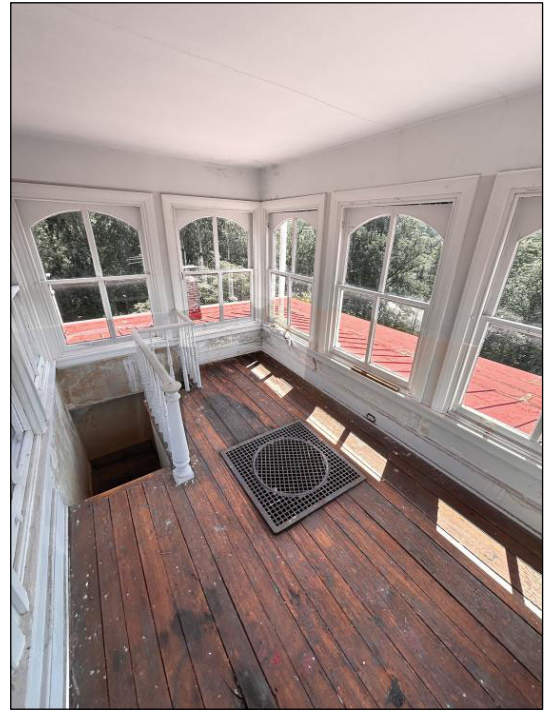
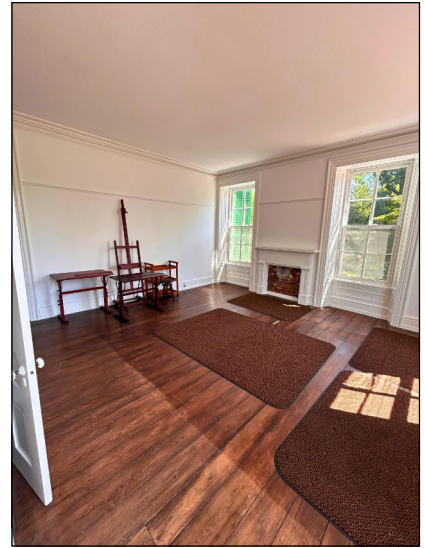


Max Spann Real Estate & Auction Co | (888) 299-1438 | www.maxspann.com



PHOTOS

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA



Max Spann Real Estate & Auction Co | (888) 299-1438 | www.maxspann.com



HISTORY

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA



Painter's Folly: A Comprehensive History

Inspired by his time in France, Samuel Painter, a prominent community figure and farmer, constructed this summer residence between 1856 and 1857. When construction of the ornate dwelling began, neighbors took note of this immense home in contrast to their modest farmhouses and began teasing Painter, referring to this home as "Painter's Folly." Upon completion of his home, Painter proudly adopted the name "Painter's Folly." Painter's Folly still remains the only example of the Late Victorian/ Italianate architectural style in Chadds Ford. This property later became known as "Lafayette's Hall" or "Lafayette's Farm" when the property was operated as a dairy farm and orchard in the 20th century.

In 1870, Painter's Folly was sold to Joseph Turner of Philadelphia, who owned it until 1903. From 1898 through 1903, famous illustrator Howard Pyle, the nephew of Samuel Painter, rented the summer home, using it as an art school and studio for 10 of his best students. During the summers, Pyle and students of his Brandywine School would use the property while studying and painting the local landscapes. Pyle and his family would live in the "Big White House" (Painter's Folly) while the students stayed in two farm houses on the property. The male students would stay in the old Washington Headquarters, while the female students would stay in the former Lafayette's Headquarters. These two farm houses are now part of the Brandywine Battlefield State Park. Just a short walk from Painter's Folly was Pyle's studio, the old Turner's Mill, which is now the Chadds Ford Township Building.

After a long week of exploring and painting the countryside, Pyle would have his students join him on the large veranda of Painter's Folly, where they would talk and entertain each other for hours. During the cooler Saturday nights, the group would retreat to the large front room where they would continue their activities in front of the large fireplace. On these nights, Pyle would often pull out his drawing board to work on a pen illustration. His students always marveled at his ability to maintain his concentration while still participating in the surrounding laughter and festivities.

Notably, Howard Pyle was one of the first American art teachers to accept women into his school. Pyle did not charge tuition for this summer school, allowing him to choose from a larger group of students. Although he made the students pay for room, board and art supplies, he helped them find local jobs or illustration commissions. In exchange for room and board, N. C. Wyeth tended and milked a cow herd, while other students waited on tables at a local

boardinghouse. One summer, Pyle helped Frank Schoonover acquire a commission to illustrate *In the Hands of the Red Coats* by Everett T. Tomlinson.

The Brandywine Tradition style of illustration developed at this school, as well as many famous illustrators, including Allen Tupper True, Clifford Ashley, Ethel Franklin Betts, Anton Otto Fischer, Elizabeth Shippen Green, Violet Oakley, Frank Schoonover and Jessie Willcox Smith. In 1902, N.C. Wyeth began his notable career, becoming a student at the Brandywine School and moving to Chadds Ford. While staying at Painter's Folly, Pyle worked on notable illustrations such as 'Travels of the Soul,' 'The Pilgrimage of Truth,' 'In the Valley of the Shadows' and possibly 'The Good aged Doctor.'

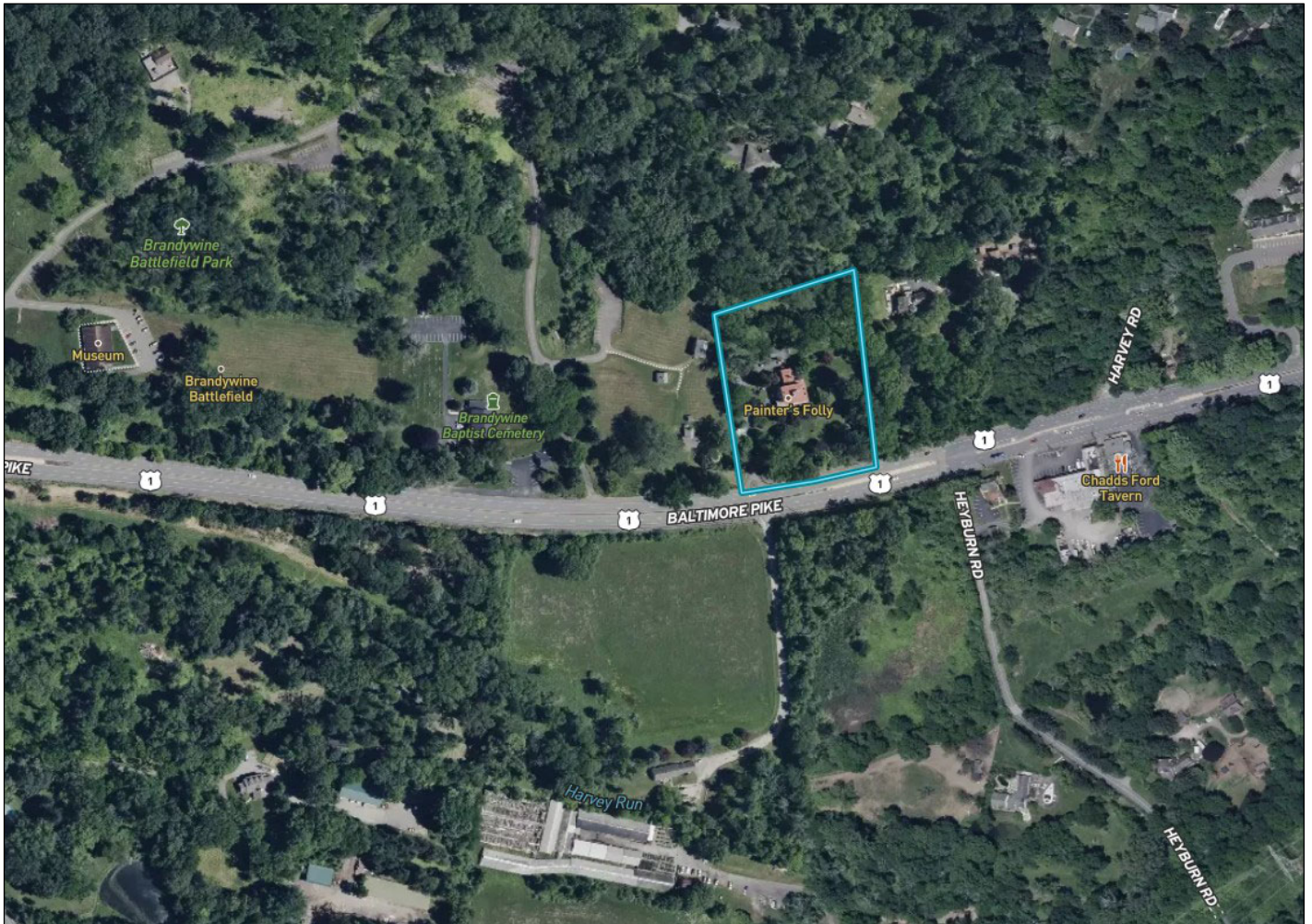
In 1903, this property was sold to Arthur Cleveland and soon after, in 1908, again sold to Richard Meade Atwater, who used it as a doctor's office. Richard Atwater was known during this time for his early scientific glass making. He owned this property until 1953, when it was sold to John and Mary Fisher. After living there for 20 years, the Fishers sold the home to George and Helen Sipala in 1974.

While the Sipalas were living there, Andrew Wyeth, son of N. C. Wyeth, began painting the property. Over the years, Painter's Folly and the Sipalas became the inspiration and subject of many Wyeth paintings, including "Painter's Folly," "Widows Walk," "Renfield," "Dovecote," "Cornet," and "Marriage," which featured the Sipalas. Many of the elements featured in Wyeth's work still remain on this property; including the stone mermaids featured in "Painter's Folly" and the marriage bed where the Sipalas were painted for "Marriage". Wyeth also frequently used Painter's Folly as a studio because he loved the way the light hit various rooms, often working on multiple paintings a day, depending on the daylight. According to Helen Sipala, Wyeth came almost daily to paint, having his own house key. In an featured article, in the July 1991 issue of National Geographic, Andrew Wyeth is pictured climbing from the roof through a window of the Painter's Folly cupola, where he was often seen painting.

The Sipalas owned this property until 2018 when it was purchased by Chadds Ford Township, with the intention of historic and open space preservation. Currently, the Painter's Folly Steering Committee is being formed to help guide the planning for future use of this beautiful home and surrounding grounds.

AERIAL MAP

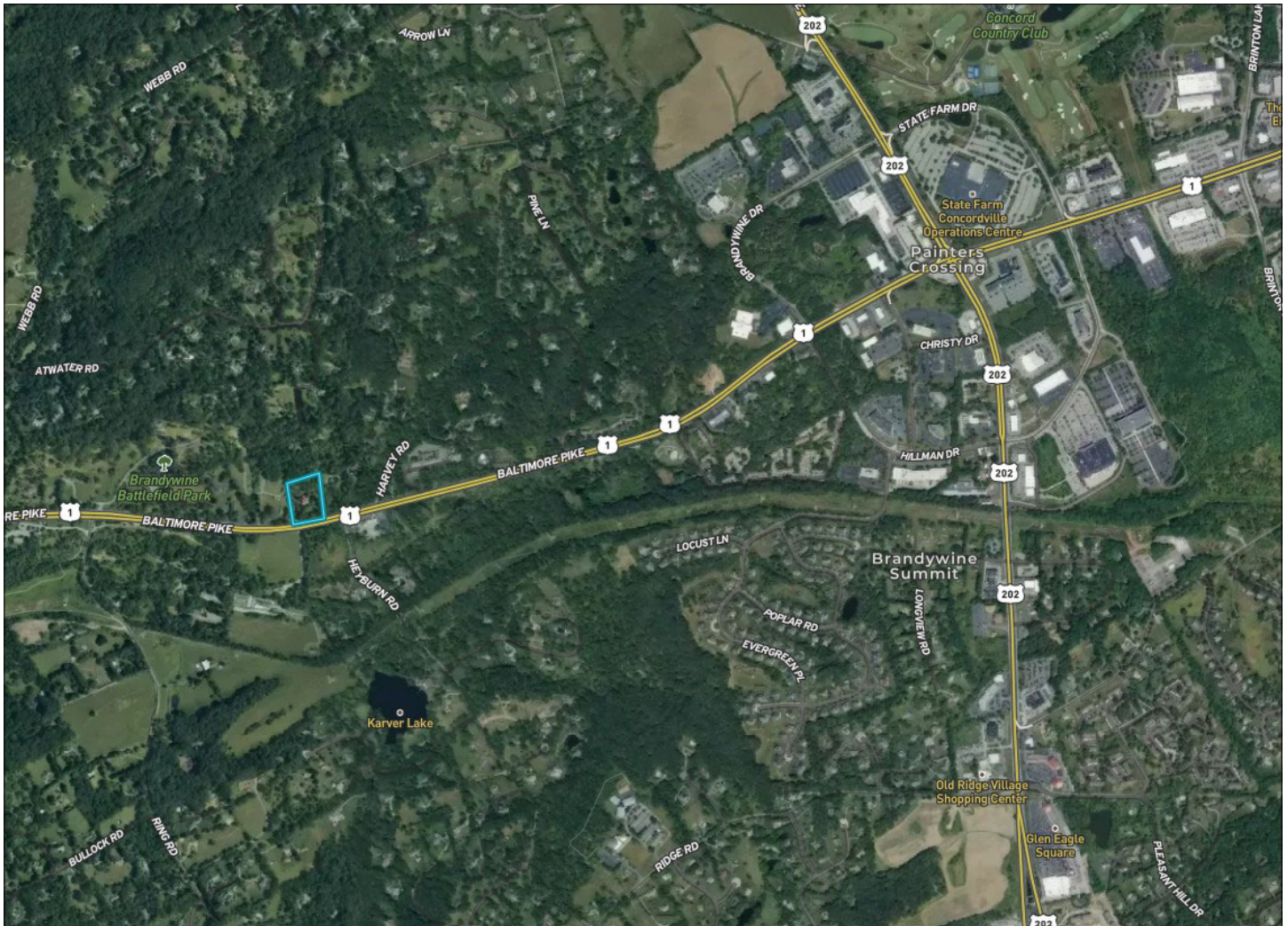
"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA



*Boundary lines approximate

AREA MAP

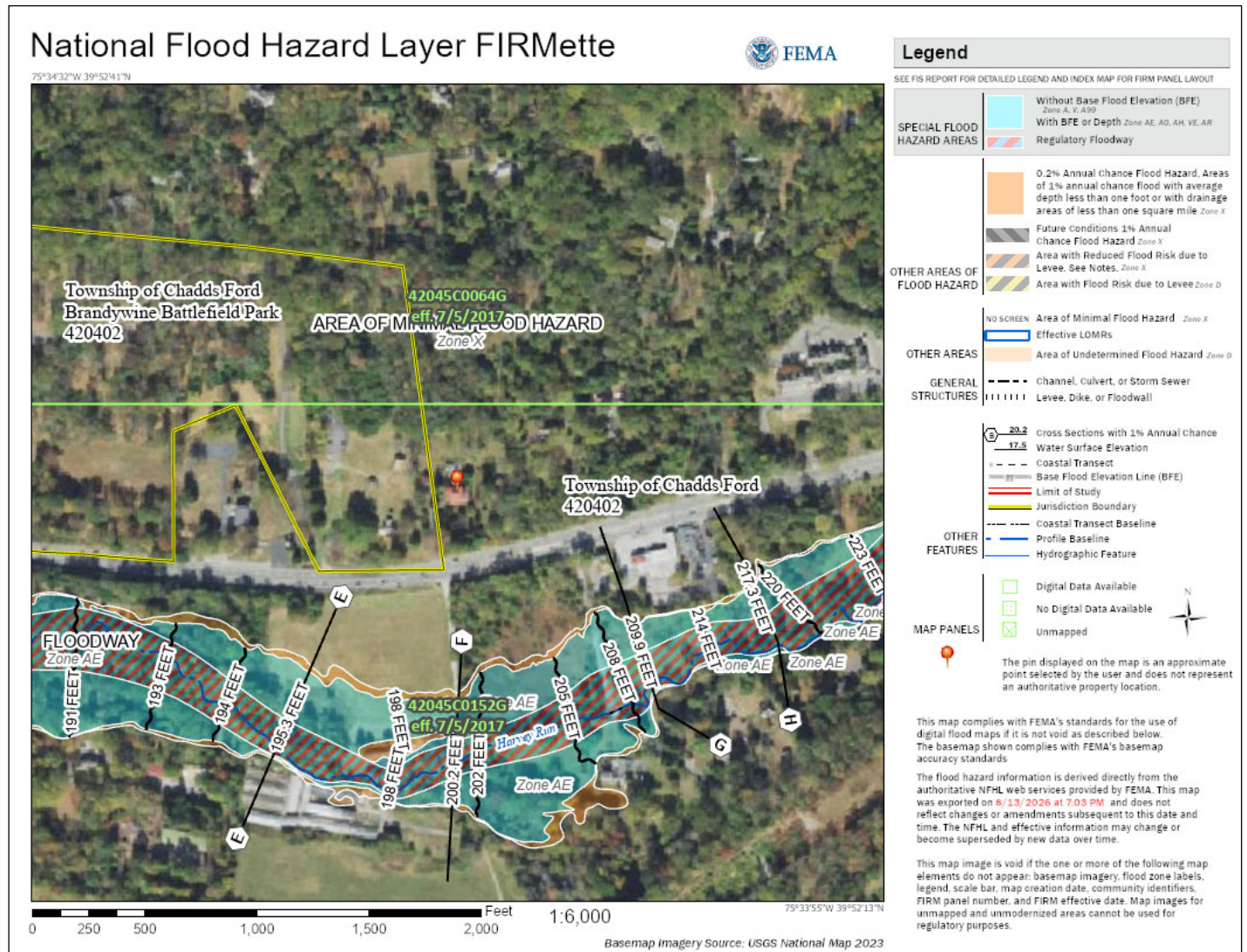
"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA



*Boundary lines approximate

FEMA MAP

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA

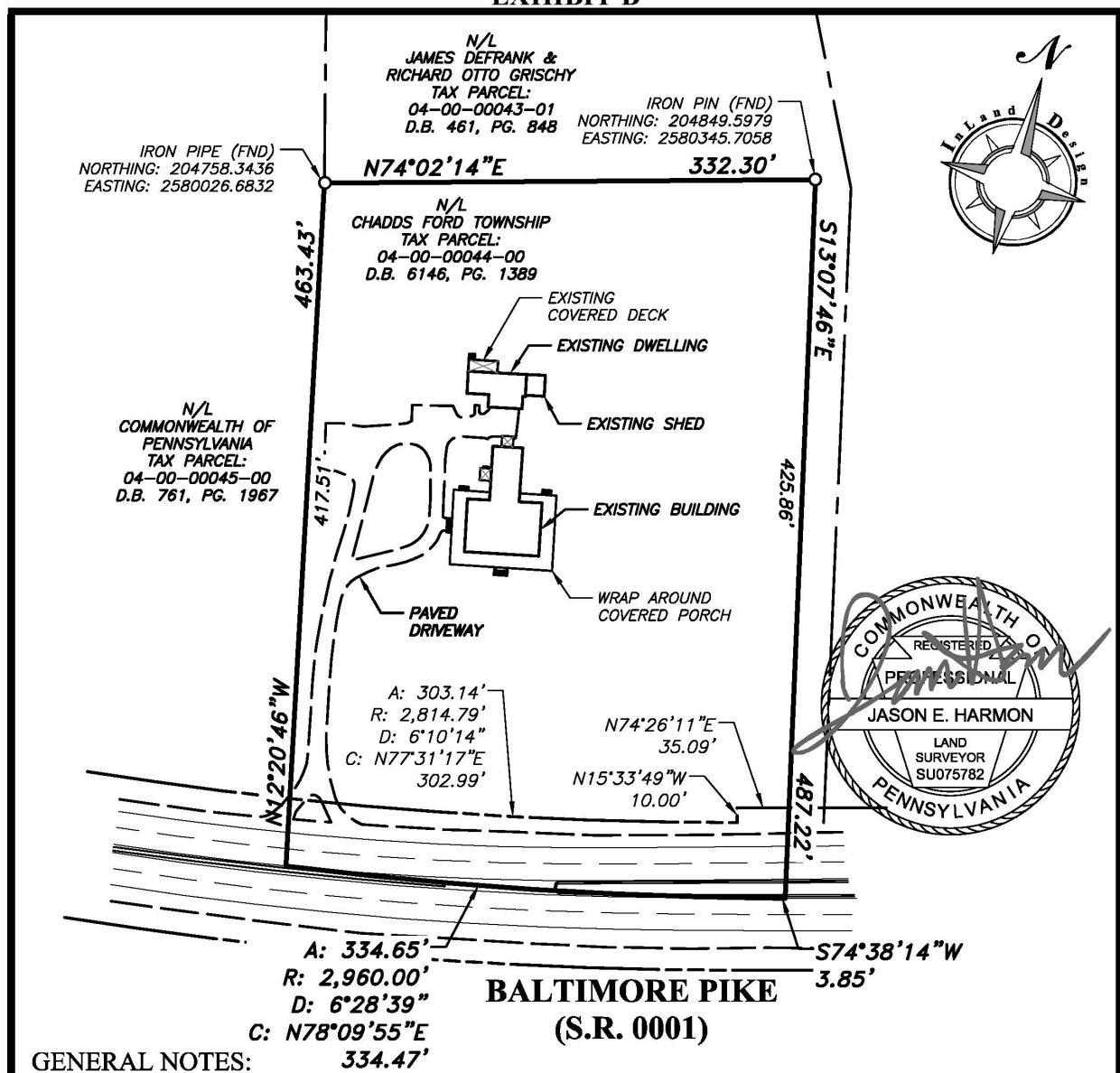


Mapping: <https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd>



SURVEY

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA



INLAND DESIGN

Engineering, Surveying & Land Planning
16 Hagerty Blvd. Phone: (484) 947-2928
West Chester, PA 19382 Fax: (484) 947-2946
www.InLandDesign.net Info@InLandDesign.net

**FACADE EASEMENT
FOR
1421 BALTIMORE PK
CHADDS FORD TWP**

Date:
07/17/2026

Scale:
1" = 100'

Project No.
12824
1 OF 1

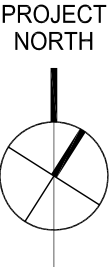
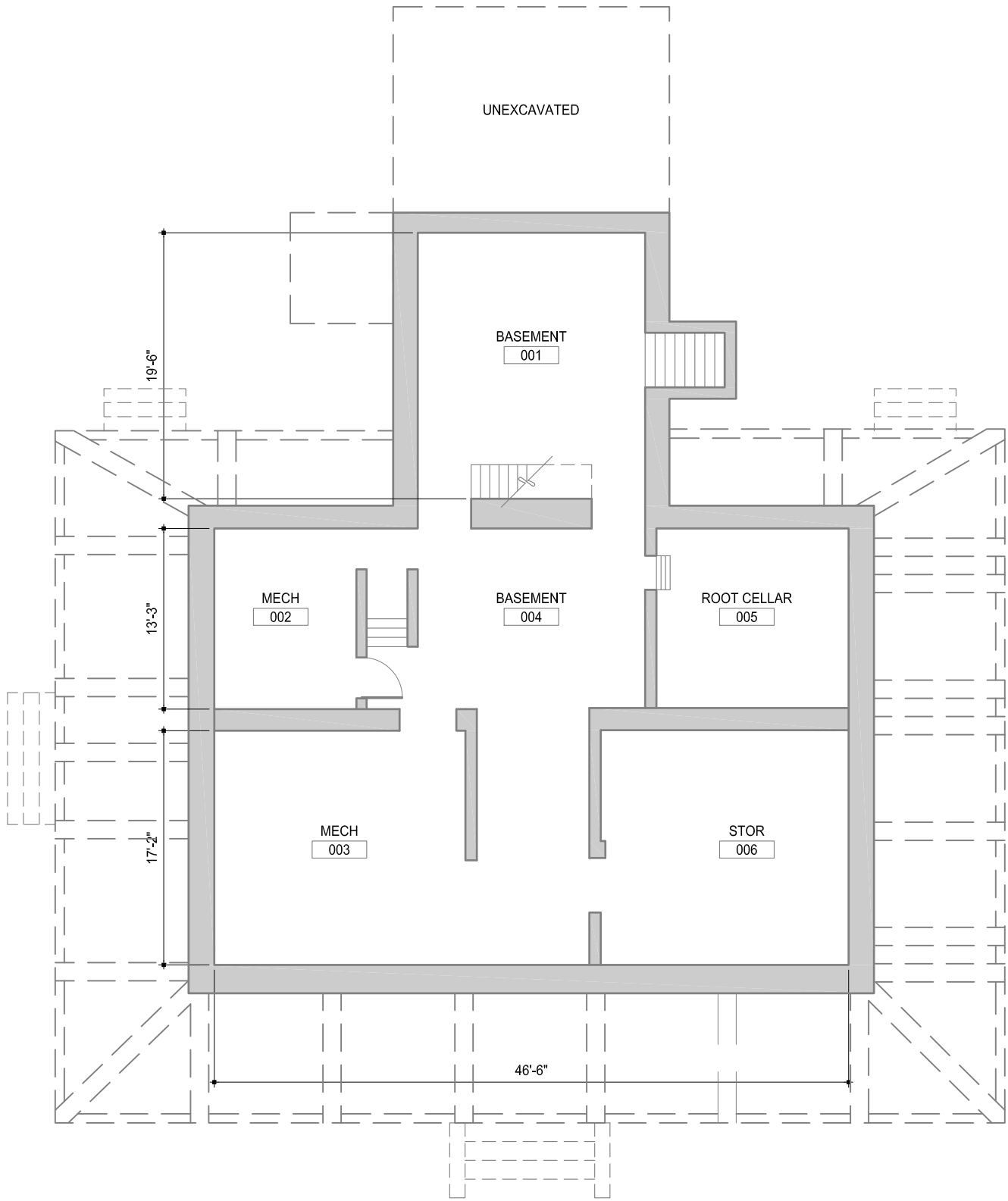
FLOOR PLANS

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA



EXISTING CONDITIONS: FOUNDATION PLAN

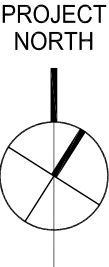
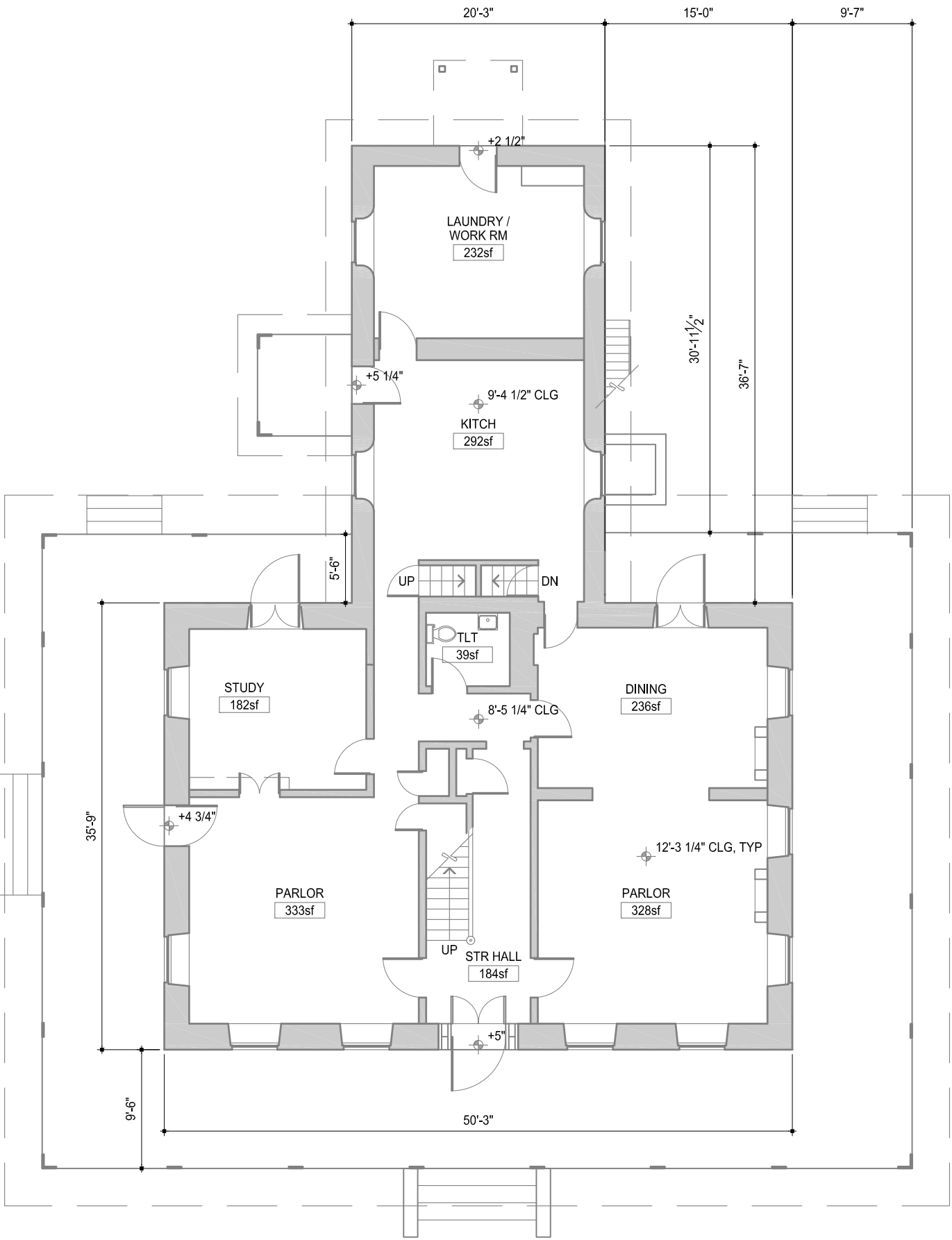
D200



3/32"=1'-0" 0 2' 4' 8' 16FT

EXISTING CONDITIONS: FIRST FLOOR PLAN

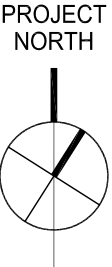
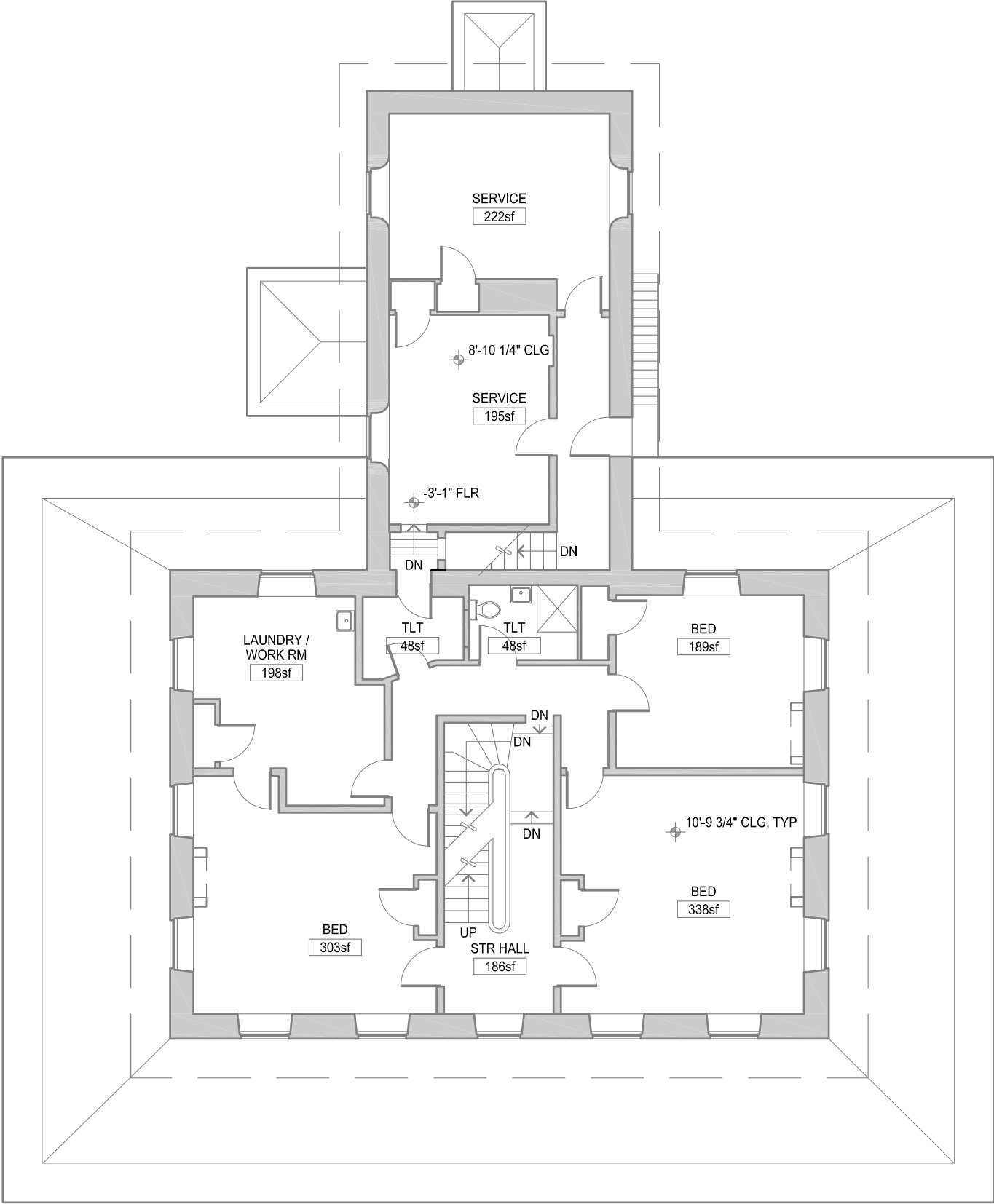
D201



3/32"=1'-0" 0 2' 4' 8' 16FT

EXISTING CONDITIONS: SECOND FLOOR PLAN

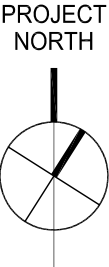
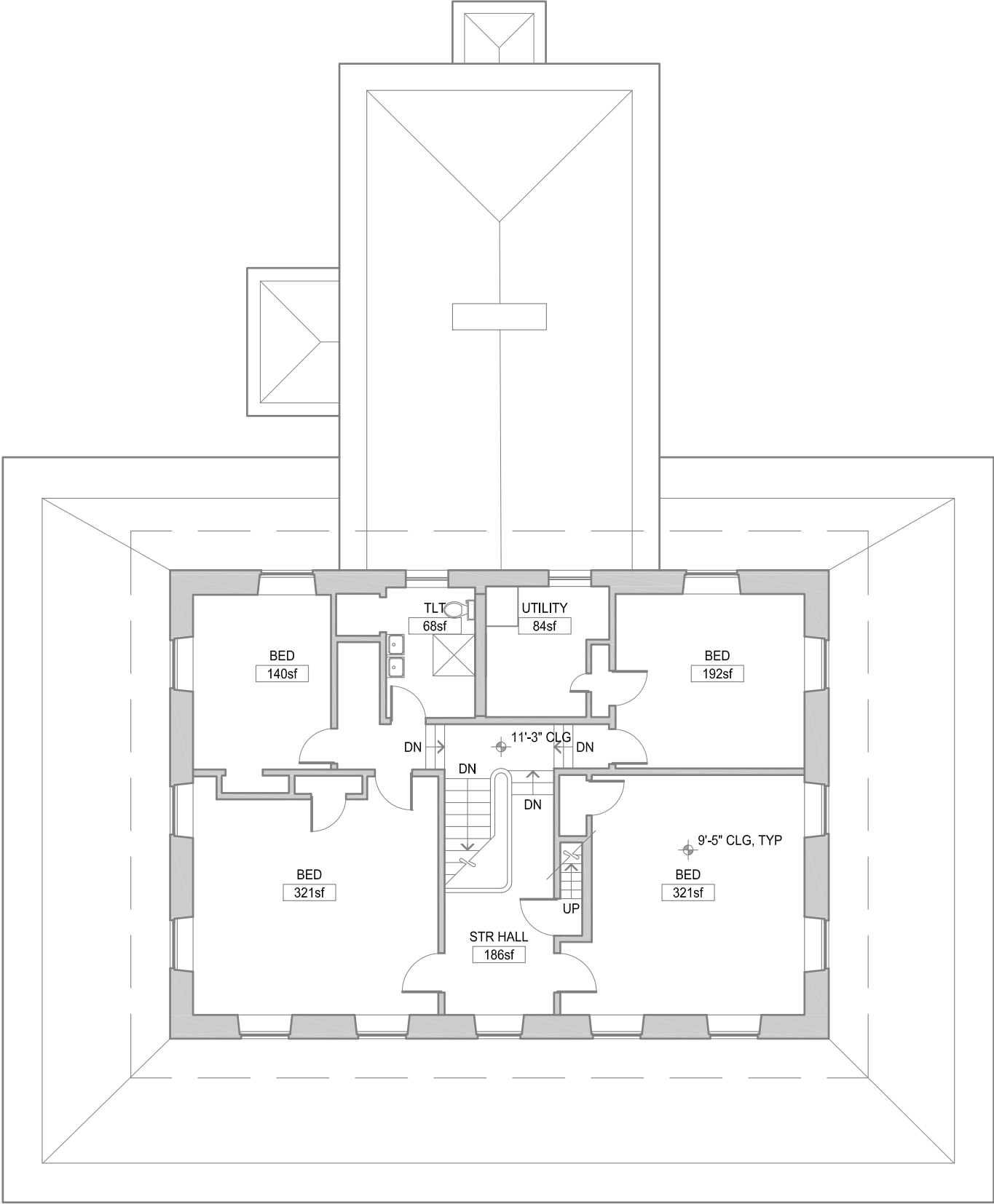
D202



3/32"=1'-0" 0 2' 4' 8' 16FT

EXISTING CONDITIONS: THIRD FLOOR PLAN

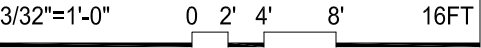
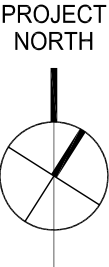
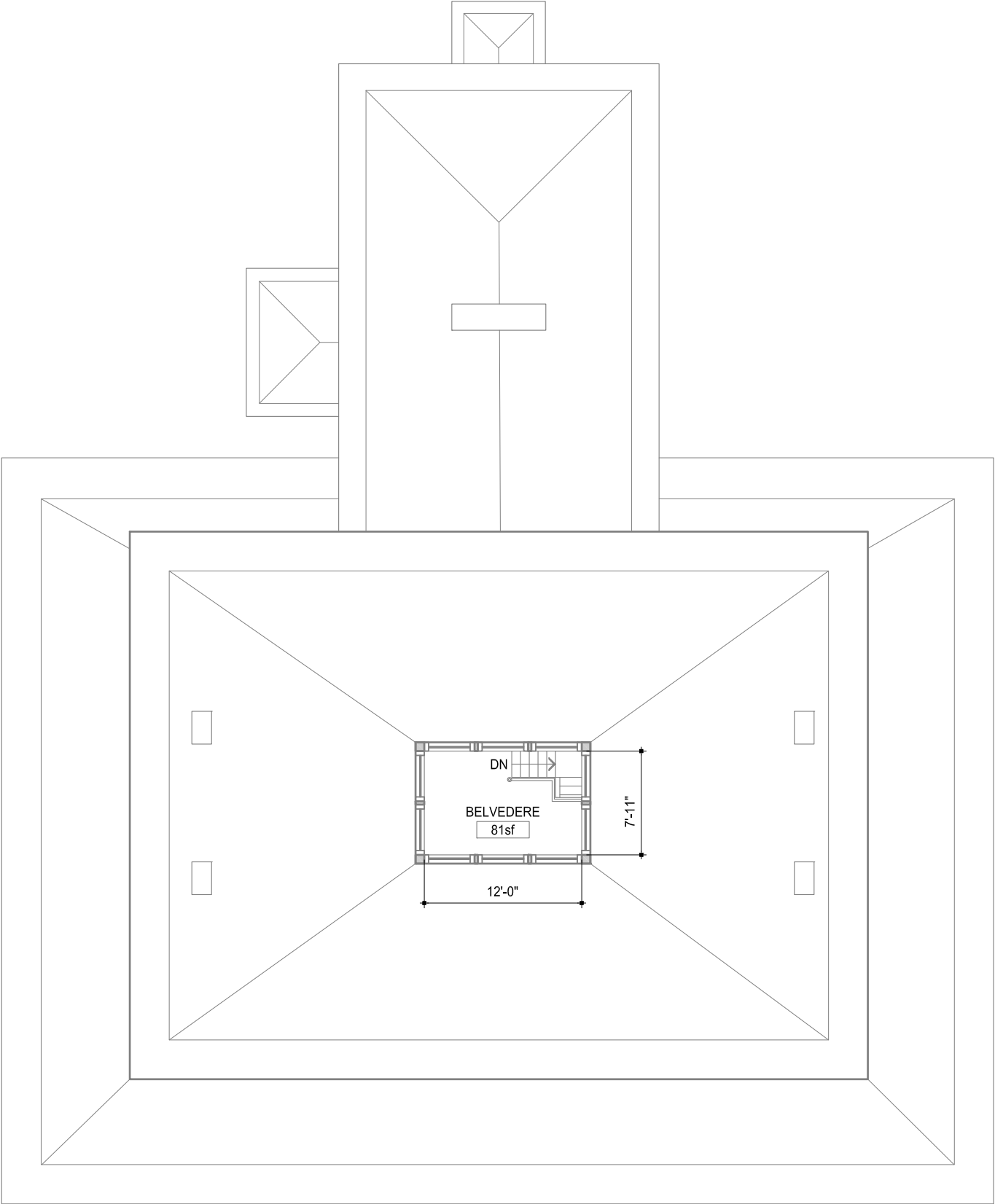
D203



3/32"=1'-0" 0 2' 4' 8' 16FT

EXISTING CONDITIONS: BELVEDERE PLAN

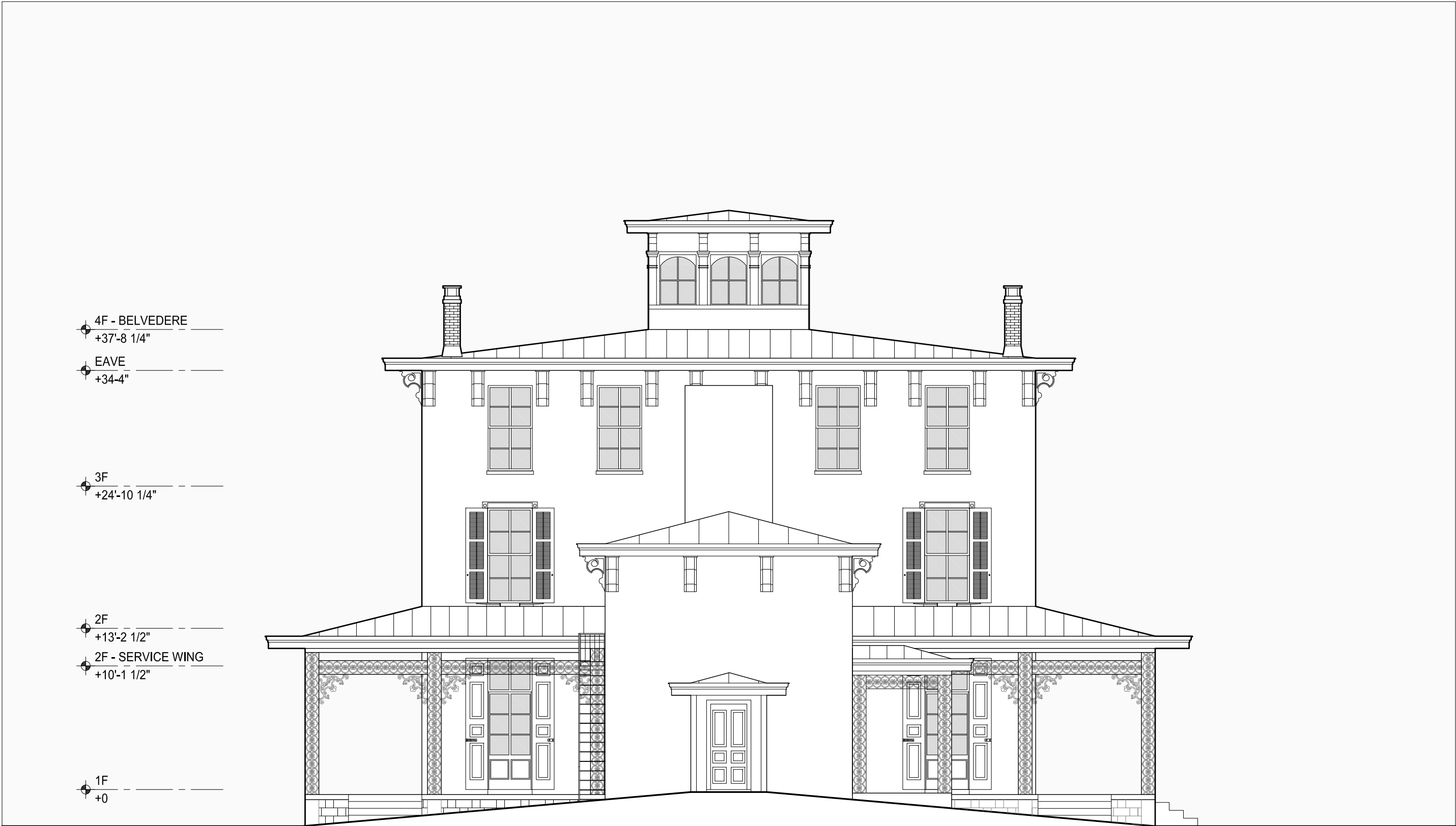
D204



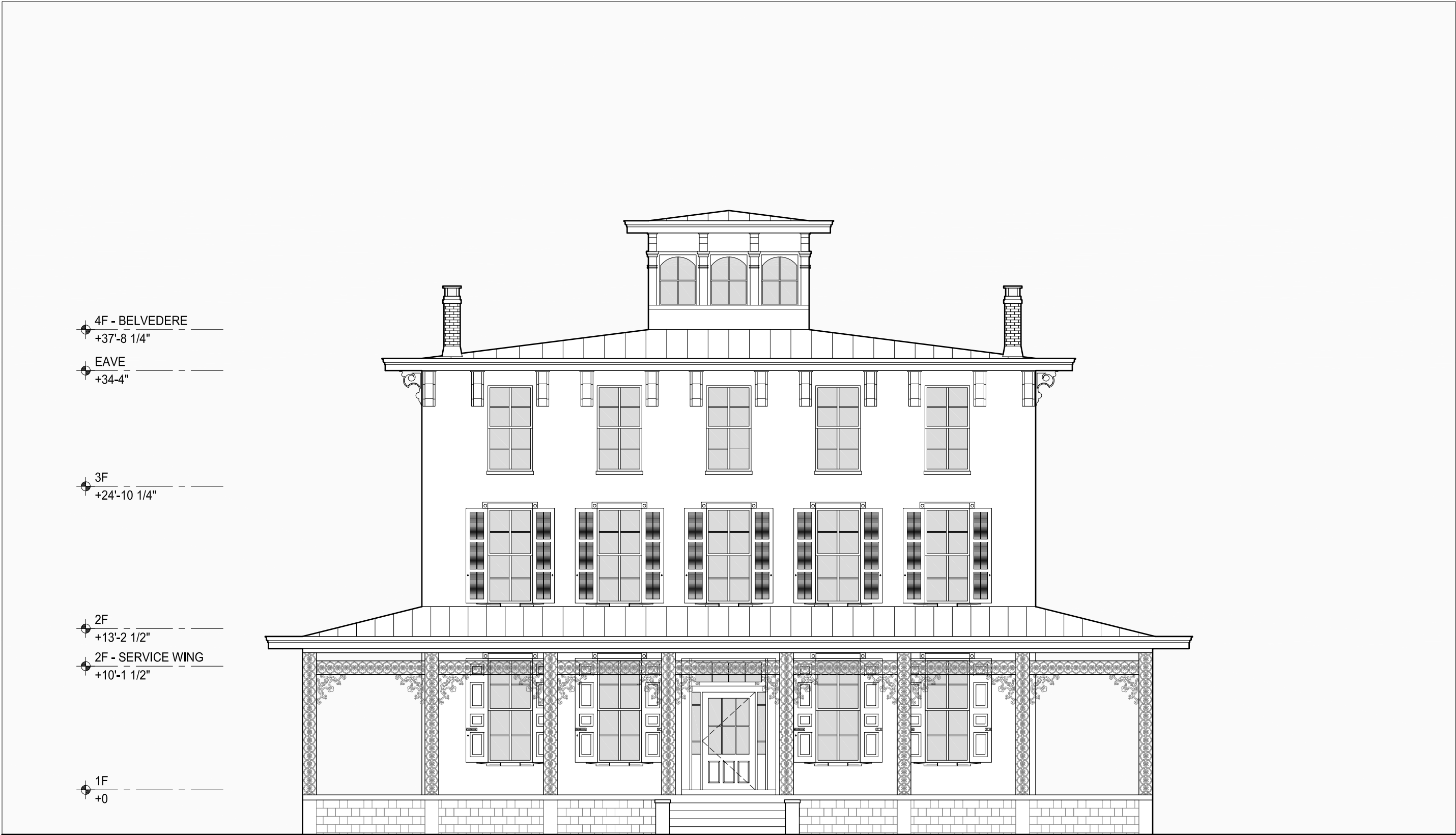
ELEVATION PLANS

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA











01

EXISTING CONDITIONS: WEST ELEVATION

1/8" = 1'-0" 0 2 4 8 16FT

P R E S E R V A T I O N P L A N
PAINTER'S FOLLY
 CONCEPTUAL PLANNING & HISTORIC CONDITIONS ASSESSMENT

PROJECT NUMBERS: API 2105

patterh ives llc

7751 carondelet avenue
 clayton tower suite 300
 st louis missouri 63103
 (314) 863-8361
 info@patterhives.com

TAX INFORMATION

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA

Tax ID #04000004400, Chadds Ford Township, Delaware County, PA
Approximately 3.681 Acres
**Currently Tax Exempt*

2026 Tax Rate: 25.3767 per \$1,000 of Assessed Value



2026 Tax Rates

Updated 8/2026			2026	2026	2026-2027	All 3 Authorities	Wage	
School District		MUNICIPALITY	County	Twp/Boro	School	TOTAL	Tax	
William Penn	1	ALDAN	4.6090	5.5000	34.29	44.399		Borough
Penn Delco	2	ASTON	4.6090	3.9199	21.5141	30.043	1%	Township
Garnet Valley	3	BETHEL	4.6090	1.3730	20.8238	26.8058		Township
Unionville/ChaddsFord	4	CHADDS FORD	4.6090	0.5577	20.21	25.3767		Township
Penn Delco	5	BROOKHAVEN	4.6090	4.0000	21.5141	30.1231	1%	Borough
Garnet Valley	6	CHESTER HEIGHTS	4.6090	0.5971	20.6047	25.8108		Borough
Chester/Upland	7	CHESTER TWP	4.6090	5.7000	14.43	24.739	1%	Township
Chi Chester	8	CHICHESTER, LOWER	4.6090	8.1140	31.4956	44.2186	1%	Township
Chi Chester	9	CHICHESTER, UPPER	4.6090	3.0352	31.4956	39.1398	1%	Township
Upper Darby	10	CLIFTON HEIGHTS	4.6090	11.2340	27.5706	43.4136		Borough
South East Delco	11	COLLINGDALE	4.6090	9.3150	32.5341	46.4581		Borough
William Penn	12	COLWYN	4.6090	18.2000	34.29	57.099		Borough
Garnet Valley	13	CONCORD	4.6090	0.9313	20.6047	26.145		Township
William Penn	14	DARBY BORO	4.6090	18.4000	34.29	57.299	1%	Borough
South East Delco	15	DARBY TWP	4.6090	10.3961	32.5341	47.5392		Township
Upper Darby	16	DARBY, UPPER	4.6090	14.0200	27.5706	46.1996		Township
William Penn	17	EAST LANSDOWNE	4.6090	11.3600	34.29	50.259	1%	Borough
Ridley	18	EDDYSTONE	4.6090	9.1000	30.827	44.536	1%	Borough
Rose Tree Media	19	EDGMONT	4.6090	0.5900	16.4915	21.6905		Township
South East Delco	20	FOLCROFT	4.6090	8.2600	32.5341	45.4031	1%	Borough
Interboro	21	GLENOLDEN	4.6090	7.7300	26.9777	39.3167		Borough
Haverford	22	HAVERFORD	4.6090	4.6950	19.6509	28.9549		Township
William Penn	23	LANSDOWNE	4.6090	7.3039	34.29	46.2029	1%	Borough
Chi Chester	24	MARCUS HOOK	4.6090	11.7100	31.4956	47.8146	1%	Borough
Marple Newtown	25	MARPLE	4.6090	2.7830	12.9106	20.3026		Township
Rose Tree Media	26	MEDIA	4.6090	2.0000	16.4915	23.1005	1%	Borough
Rose Tree Media	27	MIDDLETOWN	4.6090	1.0100	16.4915	22.1105		Township
Upper Darby	28	MILLBOURNE	4.6090	12.0000	27.5706	44.1796		Borough
Springfield	29	MORTON	4.6090	7.4000	22.8326	34.8416		Borough
Marple Newtown	30	NEWTOWN	4.6090	2.1658	12.9106	19.6854		Township
Interboro	31	NORWOOD	4.6090	8.9100	26.9777	40.4967		Borough
Penn Delco	32	PARKSIDE	4.6090	9.9000	21.5141	36.0231	1%	Borough
Interboro	33	PROSPECT PARK	4.6090	5.5900	26.9777	37.1767	1%	Borough
Wallingford/Swarthmore	34	PROVIDENCE, NETHER	4.6090	3.7206	32.0003	40.3299		Township
Rose Tree Media	35	PROVIDENCE, UPPER	4.6090	2.1000	16.4915	23.2005	1%	Township
Radnor	36	RADNOR	4.6090	2.7101	16.3263	23.6454		Township
Ridley	37	RIDLEY PARK	4.6090	4.8000	30.827	40.236	1%	Borough
Ridley	38	RIDLEY TWP	4.6090	5.9780	30.827	41.414		Township
Wallingford/Swarthmore	39	ROSE VALLEY	4.6090	1.3900	32.0003	37.9993		Borough
Wallingford/Swarthmore	40	RUTLEDGE	4.6090	3.9900	32.2532	40.8522		Borough
South East Delco	41	SHARON HILL	4.6090	9.5000	32.5341	46.6431		Borough
Springfield	42	SPRINGFIELD	4.6090	4.2500	22.8326	31.6916		Township
Wallingford/Swarthmore	43	SWARTHMORE	4.6090	4.4460	32.2532	41.3082		Borough
West Chester	44	THORNBURY	4.6090	0.0000	12.221	16.83		Township
Interboro	45	TINICUM	4.6090	3.0000	26.9777	34.5867	1%	Township
Chi Chester	46	TRAINER	4.6090	10.6500	31.4956	46.7546	1%	Borough
Chester/Upland	47	UPLAND	4.6090	2.0000	14.43	21.039	1%	Borough
William Penn	48	YEADON	4.6090	10.9320	34.29	49.831	1%	Borough
Chester/Upland	49	CHESTER CITY	4.6090	9.8058	15.29	29.7048	3.75%	City

Printable page

PARID: 04000004400

CHADDS FORD TOWNSHIP

PROPERTY LOCATION:
1421 BALTIMORE PK

Parcel

Site Location:	1421 BALTIMORE PK
Legal Description:	3 STY HSE GAR APP 3.657 ACRES
Map Number:	04-15 -003:000
Municipality:	04 CHADDS FORD
School District	S13 - Unionville Chaddsfor
Property Type:	03 - Exempt
Homestead Status - Next School Bill Cycle:	No
Homestead Status - Current School Bill Cycle:	No
Homestead %	
Homestead Approved Year	
Additional Info:	-
Veteran's Exemption:	No

Owner

Name(s)	CHADDS FORD TOWNSHIP
Name(s)	
Care Of	
Mailing Address	10 RING RD
Mailing Address	
Mailing Address	CHADDS FORD PA 19317

Current Owner

Name	CHADDS FORD TOWNSHIP
Name	
Address	10 RING RD
City	CHADDS FORD
State	PA
Zip Code	19317-

Owner History

Owner	Book	Page	Sale Date	Sale Price
CHADDS FORD TOWNSHIP	6146	1389	04-02-2018	
SIPALA GEORGE & HELEN	513	0190	08-22-1974	

Original Current Year Assessment

Type of Assessment	Assessment Value	Assessment Date	Reason for Change	Comment
03-Exempt	\$640,750		-	

Delinquent Tax

No Outstanding Delinquent Amounts Found On File

EXCLUDES: Trash, Sewer, and other Local Fees

Tax Sale Information

Status: No Sale Scheduled

Residential

Card	1
Class	R-RESIDENTIAL
Grade	A
CDU	AV - AVERAGE
Style	13 - OLD STYLE
Acres	3.443
Year Built / Effective Year	1856 /
Remodeled Year	
Base Area	5760
Finished Bsmt Area	
Number of Stories	2
Exterior Wall	5 - STUCCO
Basement	4 - FULL
Physical Condition	3 - AVERAGE
Heating	3 - CENTRAL NO AC
Heating Fuel Type	4 - OIL
Heating System	2 - W/M AIR
Attic Code	4 - FULLY FINISHED
Fireplaces: 1 Story/2 Story	2 /
Parking	1 - OFF STREET
Total Rooms	14
Full Baths	3
Half Baths	1
Total Fixtures	13
Additional Fixtures	2
Bed Rooms	6
Family Room	
Living Units	1

Outbuildings and Yard Items

Card	Line Code	Year Built	Effective Year	Grade	Units	Area	Value	Homestead %
#	# RP3-POOL INGROUND CONCRETE	1960		C	1	624	3,230	0%
#	# AB3-2 STORY GENERAL BARN	1856		C	1	848	6,630	0%

Total Value 1 of 2

Total OBY Value 9,860

SELLER'S DISCLOSURE

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA



SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PROPERTY 1421 Baltimore Pike, Chadds Ford, PA 19317

SELLER Chadds Ford Township

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, the Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
10. Transfers of new construction that has never been occupied when:
 - a. The buyer has received a one-year warranty covering the construction;
 - b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
 - c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and **is not a substitute for any inspections or warranties** that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the condition of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a **material defect** that may not be addressed on this form.

A **material defect** is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the property. Check unknown when the question does apply to the property but you are not sure of the answer.

Seller's Initials _____ / _____ Date _____

SPD Page 1 of 10

Buyer's Initials _____ / _____ Date _____



Pennsylvania Association of REALTORS®

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1/16

sds

	Yes	No	Unk	N/A
A		X		
B	X			
C		X		

1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?
 (B) Is Seller the landlord for the property?
 (C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: _____

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

1. When was the property most recently occupied? Carriage House - July 2026 / Main house apt. - Sept. 2025
 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? Never
 3. How many persons most recently occupied the property? 1 in each apartment

(B) Role of Individual Completing This Disclosure. Is the individual completing this form:

- ☒ The owner
 2. The executor
 3. The administrator
 4. The trustee
 5. An individual holding power of attorney

(C) When was the property purchased? 2018

(D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed): Lease specifically stated not pets

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

(A) Type. Is the Property part of a(n):

1. Condominium
 2. Homeowners association or planned community
 3. Cooperative
 4. Other type of association or community _____

(B) If "yes," how much are the fees? \$ _____, paid (☐ Monthly)(☐ Quarterly)(☐ Yearly)

(C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____

(D) If "yes," provide the following information about the association:

1. Community Name _____
 2. Contact _____
 3. Mailing Address _____
 4. Telephone Number _____

(E) How much is the capital contribution/initiation fee? \$ _____

Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

4. ROOF AND ATTIC

(A) Installation

1. When was the roof installed? _____
 2. Do you have documentation (invoice, work order, warranty, etc.)? _____

(B) Repair

1. Has the roof or any portion of it been replaced or repaired during your ownership?
 2. If it has been replaced or repaired, was the existing roofing material removed?

(C) Issues

1. Has the roof ever leaked during your ownership?
 2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: Maintenance performed over the years. Potential leak discovered in Aug 2026 - 3rd floor hallway to the left of the stairs.

Seller's Initials _____ / _____ Date _____ SPD Page 2 of 10 Buyer's Initials _____ / _____ Date _____

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

1. Does the property have a sump pit? If yes, how many? _____
2. Does the property have a sump pump? If yes, how many? _____
3. If it has a sump pump, has it ever run? _____
4. If it has a sump pump, is the sump pump in working order? _____

(B) Water Infiltration

1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
3. Are the downspouts or gutters connected to a public system? _____

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: Grading performed around the bilco doors to direct water.

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(A) Status

1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
2. Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

(B) Treatment

1. Is your property currently under contract by a licensed pest control company?
2. Are you aware of any termite/pest control reports or treatments for the property?

Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable: Squirrels were previously found in the carriage house garage; Hoffman eliminated the issue, and the affected insulation was remediated.

7. STRUCTURAL ITEMS

- (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?

- (B) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?

- (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?

(D) Stucco and Exterior Synthetic Finishing Systems

1. Is your property constructed with stucco?
2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
3. If "yes," when was it installed? _____

- (E) Are you aware of any fire, storm, water or ice damage to the property?

- (F) Are you aware of any defects (including stains) in flooring or floor coverings?

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: _____

8. ADDITIONS/ALTERATIONS

- (A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.

- (B) Are you aware of any private or public architectural review control of the property other than zoning codes?

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)
Gaco roof coating on wrap around porch	August 2023	Yes	N/A
Wrap around porch -repair posts, remove and replace 6' & 10' steps	August 2023	Yes	N/A
Remove and replace roof rafters on wrap around porch	August 2023	Yes	N/A
Wrap around porch cast iron - repair and paint	August 2023	N/A	N/A

☐ A sheet describing other additions and alterations is attached.

Seller's Initials _____ / _____ Date _____ SPD Page 3 of 10 Buyer's Initials _____ / _____ Date _____

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changed made by the prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.

Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the property is located may impose restrictions on impervious or semi-pervious surfaces added to the property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

9. WATER SUPPLY

(A) **Source.** Is the source of your drinking water (check all that apply):

1. Public
2. A well on the property
3. Community water
4. A holding tank
5. A cistern
6. A spring
7. Other _____

8. No water service (explain): _____

(B) **Bypass Valve** (for properties with multiple sources of water)

1. Does your water source have a bypass valve?
2. If "yes," is the bypass valve working?

(C) **Well**

1. Has your well ever run dry?
2. Depth of Well _____
3. Gallons per minute 4, measured on (date) Nov 20, 2017
4. Is there a well used for something other than the primary source of drinking water?
5. If there is an unused well, is it capped?

(D) **Pumping and Treatment**

1. If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____
2. Do you have a softener, filter, or other treatment system?
3. Is the softener, filter, or other treatment system leased? From whom? _____

(E) **General**

1. When was your water last tested? 2024 Test results: Potable
2. Is the water system shared? With whom? _____

(F) **Issues**

1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
2. Have you ever had a problem with your water supply?

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: 2019 well conditioner system replaced.

10. SEWAGE SYSTEM

(A) **General**

1. Is your property served by a sewage system (public, private or community)?
2. If no, is it due to availability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)? _____

(B) **Type** Is your property served by:

1. Public (if "yes," continue to D through G below)
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: _____

	Yes	No	Unk	N/A
1	X			
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13. HEATING SYSTEM

(A) **Fuel Type(s)**. Is your heating source (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Geothermal
6. Coal
7. Wood
8. Other _____

(B) **System Type(s)** (check all that apply):

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant
7. Wood stove(s) How many? _____
8. Coal stove(s) How many? _____
9. Other: _____

(C) **Status**

1. When was your heating system(s) installed? _____
2. When was the heating system(s) last serviced? Annually April 2024 - Replaced EMC Fan Motor in Oil Furnace - Aug 2021
3. How many heating zones are in the property? 2 Replace (2) Compressors, driers, accumulators TXV's, Sensors
4. Is there an additional and/or backup heating system? Explain: _____

(D) **Fireplaces**

1. Are there any fireplace(s)? How many? 10
2. Are all fireplace(s) working?
3. Fireplace type(s) (wood, gas, electric, etc.): Wood
4. Were the fireplace(s) installed by a professional contractor or manufacturer's representative?
5. Are there any chimney(s) (from a fireplace, water heater or any other heating system)?
6. How many chimney(s)? 5 When were they last cleaned? 2019/2023 - maintenance
7. Are the chimney(s) working? If "no," explain: Never used since purchase

(E) List any areas of the house that are not heated: _____

(F) **Heating Fuel Tanks**

1. Are you aware of any heating fuel tank(s) on the property?
2. Location(s), including underground tank(s): Operational tank in basement; inactive 550-gallon underground tank outside near the side entrance/garage area
3. If you do not own the tank(s), explain: _____

Are you aware of any problems or repairs needed regarding any item in section 13? If "yes," explain:
The inactive underground tank passed a tightness test on November 29, 2017, with no detectable leak.

14. AIR CONDITIONING SYSTEM

(A) **Type(s)**. Is the air conditioning (check all that apply):

1. Central air
2. Wall units
3. Window units
4. Other _____
5. None

(B) **Status**

1. When was the central air conditioning system installed? Approx. 2009/2008
2. When was the central air conditioning system last serviced? Annually
3. How many air conditioning zones are in the property? 2

(C) List any areas of the house that are not air conditioned: _____

Are you aware of any problems with any item in section 14? If "yes," explain: _____

15. ELECTRICAL SYSTEM

(A) **Type(s)**

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?

x

Seller's Initials _____ / _____ Date _____ SPD Page 6 of 10 Buyer's Initials _____ / _____ Date _____

	Yes	No	Unk	N/A
B				
C		X		
P		X		

(B) What is the system amperage? Main House 200A/Carriage House 100A

(C) Are you aware of any knob and tube wiring in the home?

Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. **The fact that an item is listed does not mean it is included in the Agreement of Sale.** Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

Item	Yes	No		Item	Yes	No
Electric garage door opener	X			Trash compactor		X
Garage transmitters	X			Garbage disposal	X	
Keyless entry		X		Stand-alone freezer		X
Smoke detectors	X			Washer		
Carbon monoxide detectors	X			Dryer		
Security alarm system	X			Intercom		X
Interior fire sprinklers		X		Ceiling fans	X	
In-ground lawn sprinklers		X		A/C window units		X
Sprinkler automatic timer		X		Awnings		
Swimming pool		X		Attic fan(s)		
Hot tub/spa		X		Satellite dish	X	
Deck(s)		X		Storage shed	X	
Pool/spa heater		X		Electric animal fence		X
Pool/spa cover		X		Other:		
Whirlpool/tub		X		1. Wrap around porch		
Pool/spa accessories		X		2.		
Refrigerator(s)	X			3.		
Range/oven	X			4.		
Microwave oven	X			5.		
Dishwasher	X			6.		

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain:

	Yes	No	Unk	N/A
1		X		
2		X		
3		X		
4		X		

17. LAND/SOILS

(A) Property

- Are you aware of any fill or expansive soil on the property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

Seller's Initials _____ / _____ Date _____ SPD Page 7 of 10 Buyer's Initials _____ / _____ Date _____

	Yes	No	Unk	N/A
1		X		
2		X		
3		X		
4		X		
1		X		
2		X		
3		X		
4		X		
5				

(B) Preferential Assessment and Development Rights

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1 et seq. (Clean and Green Program)
2. Open Space Act - 16 P.S. §11941 et seq.
3. Agricultural Area Security Law - 3 P.S. §901 et seq. (Development Rights)
4. Any other law/program: _____

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the property.

(C) Property Rights

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property):

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain: _____

Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.

Explain any "yes" answers in section 17: _____

18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

1. Is any part of this property located in a wetlands area?
2. Is the property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this property?
4. Are you aware of any past or present drainage or flooding problems affecting the property?
5. Are you aware of any drainage or flooding mitigation on the property?
6. Are you aware of the presence on the property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
7. If "yes", are you responsible for maintaining or repairing that feature which conveys or manages storm water for the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: _____

(B) Boundaries

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B): _____

Conservation and facade easements recorded against the property. _____

Seller's Initials _____ / _____ Date _____ SPD Page 8 of 10 Buyer's Initials _____ / _____ Date _____

Yes	No	Unk	N/A
	X		
	X		
X			
	X		

1. Are you aware of any tests for mold, fungi, or indoor air quality in the property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?

Date Installed	Type of System	Provider	Working?
----------------	----------------	----------	----------

Yes	No	Unk	N/A
	×		
	×		
×			
	×		
	×		
	×		
	×		
	×		
	×		

Yes	No	Unk	N/A
	×		
	×		
	×		
	×		
	×		
	×		

	Yes	No	Unk	N/A
1		X		
2		X		
1		X		

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

2. After completing this form, if Seller becomes aware of additional information about the property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in section 20: _____

21. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

- ☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- ☒ Conservation and Facade easements
- ☐ _____
- ☐ _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

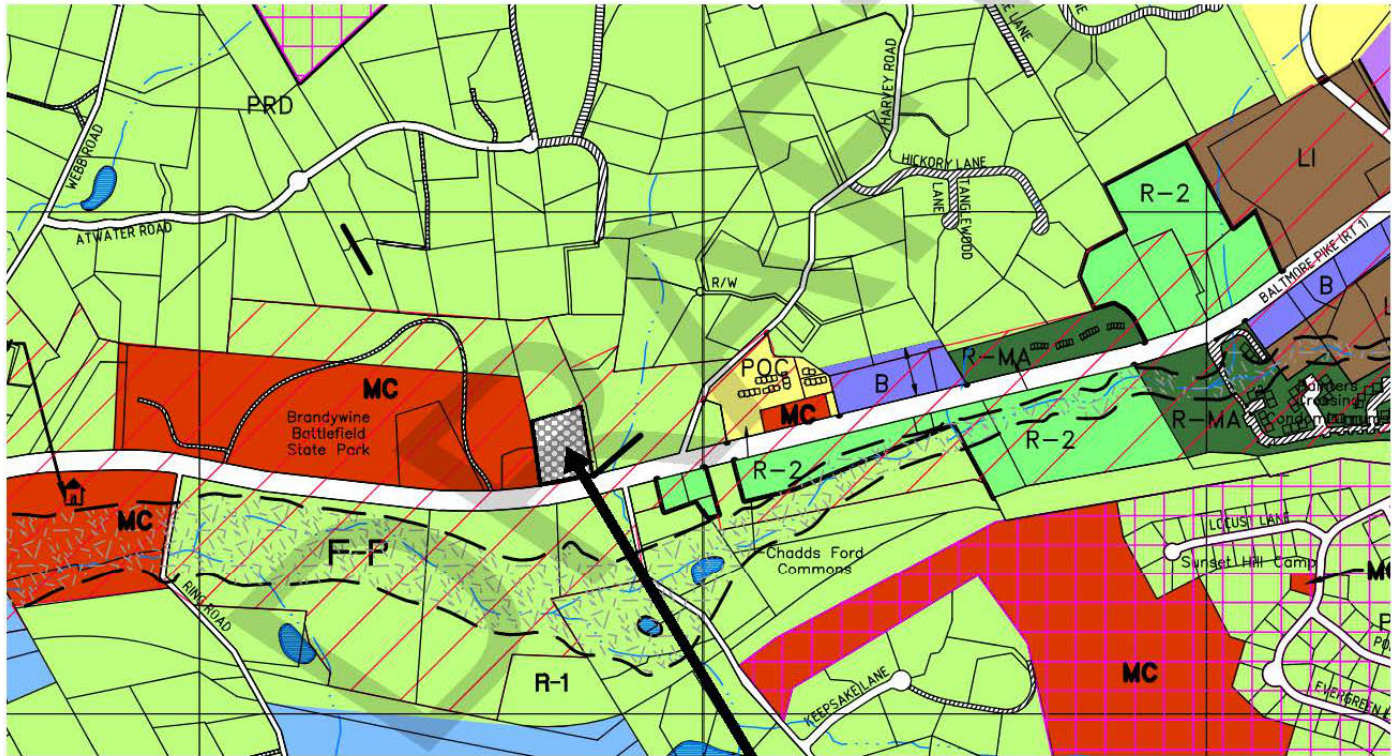
BUYER _____ DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____

ZONING

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA



REZONING FOLIO NO. 04-00-00044-00
FROM MC TO R-1

Rezoned: R-1
Residential

For the Complete Township Zoning Ordinance, Visit:

<https://ecode360.com/13234846>

**CHADDS FORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE No. 187

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF CHADDS FORD TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING CHAPTER 135, “ZONING,” ARTICLE XXVI, “ADDITIONAL REGULATIONS,” § 135-200, “BED-AND-BREAKFAST INN,” SUBSECTION C(2), TO REDUCE THE MINIMUM LOT SIZE REQUIREMENT IN THE R-1 DISTRICT FOR BED-AND-BREAKFAST INNS LOCATED ON PROPERTIES LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES; AMENDING THE TOWNSHIP ZONING MAP TO CHANGE THE ZONING DESIGNATION OF THE PARCEL LOCATED AT 1421 BALTIMORE PIKE, FOLIO NO. 04-00-00044-00 FROM MC TO R-1; AND PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Chadds Ford Township (“Township”) is empowered under the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 et seq. (“MPC”), to enact, amend, and repeal the zoning ordinances for the Township;

WHEREAS, Chapter 135, “Zoning,” of the Code of Chadds Ford Township (“Code”) was adopted by the Board of Supervisors on June 4, 2024, by Ordinance No. 176, and has been amended from time to time;

WHEREAS, § 135-200 of the Code establishes use regulations, design standards, and area and bulk requirements applicable to Bed-and-Breakfast Inn establishments within the Township, including a minimum Lot size requirement of four contiguous acres in the R-1 District;

WHEREAS, the Board of Supervisors has determined that the four-acre minimum Lot size requirement in the R-1 District can impose an unnecessary obstacle to the adaptive reuse of historically significant properties as Bed-and-Breakfast Inns, thereby discouraging the preservation, maintenance, and economic viability of such properties; and

WHEREAS, properties listed on the National Register of Historic Places are already subject to recognized standards and are frequently sited on lesser acreages that reflect historic settlement patterns rather than modern development density;

WHEREAS, the Board of Supervisors finds that permitting a reduced minimum Lot size of two contiguous acres in the R-1 District for properties listed on the National Register of Historic Places will advance the Township’s interest in preserving its historic resources, consistent with the purposes of Article XXVI and the Township’s Comprehensive Plan, while all other applicable use, design, and conditional use standards of § 135-200 continue to apply.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Chadds Ford Township, Delaware County, Pennsylvania, as follows:

SECTION 1. AMENDMENT.

Chapter 135, "Zoning," Article XXVI, "Additional Regulations," § 135-200, "Bed-and-breakfast inn," Subsection C(2), of the Code of Chadds Ford Township is hereby amended to read as follows (new text shown in bold italics; no text is deleted from the substantive minimum acreage requirement other than to add the stated exception):

§ 135-200. Bed-and-breakfast inn.

C. Design standards and general requirements.

(2) *Minimum Lot size:*

- (a) The minimum Lot size in the R-1 District is four contiguous acres owned in fee simple by the Owner and Operator of the Bed-and-Breakfast Inn, ***except that the minimum Lot size in the R-1 District shall be two contiguous acres, owned in fee simple by the Owner and Operator of the Bed-and-Breakfast Inn, where the Lot on which the Bed-and-Breakfast Inn is located is individually listed on the National Register of Historic Places, or is located on a Lot containing a Building or Structure individually listed on the National Register of Historic Places.***
- (b) The minimum Lot size is two contiguous acres in the MC District.

SECTION 2. NO OTHER CHANGE.

Except as expressly amended by Section 1 of this Ordinance, all other provisions of § 135-200 of the Code shall remain in full force and effect without change.

SECTION 3. ZONING MAP AMENDMENT

The Zoning Map of Chadds Ford Township, which is adopted and referenced in Article III entitled "Establishment of Zoning Districts," Section 135-6 entitled "District boundaries," of the Chadds Ford Township Zoning Ordinance, shall be amended to place the R-1 zoning designation onto the entirety of the parcel located at 1421 Baltimore Pike, Folio No. 04-00-00044-00, eliminating the MC zoning designation from any portion of that parcel, as illustrated on the map attached hereto as Exhibit "A." This amendment shall be incorporated into the official Zoning Map of Chadds Ford Township.

SECTION 4. REPEALER.

All ordinances or parts of ordinances of Chadds Ford Township that are inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency, and only to that extent.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall become effective upon its enactment.

ENACTED and ORDAINED this ____ day of _____ 2026

CHADDS FORD TOWNSHIP BOARD OF SUPERVISORS

Timotha Trigg, Chair

Kathleen Goodier, Vice-Chair

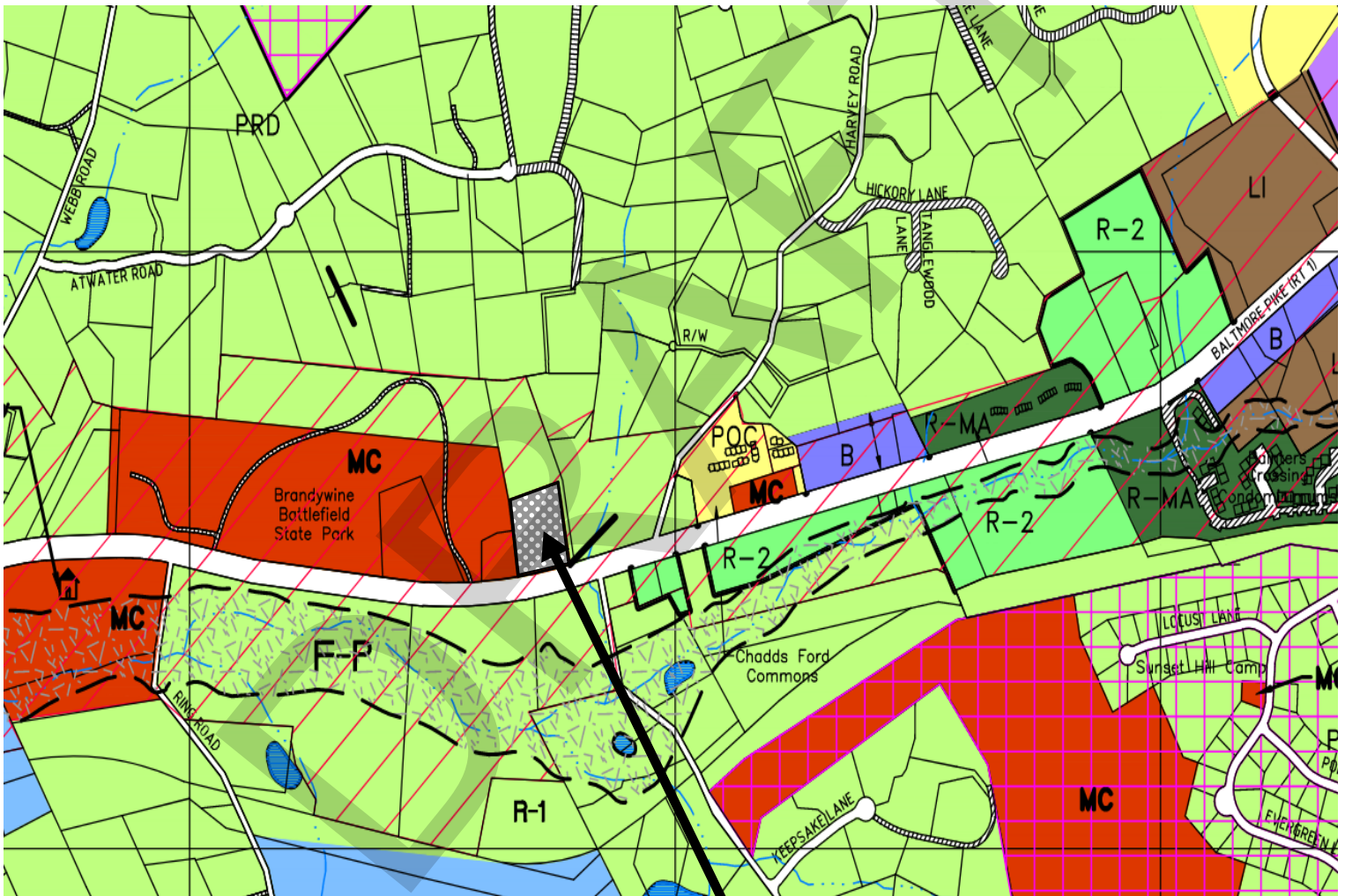
Samantha Reiner, Supervisor

(Township Seal)

Attest:

Lacey Faber, Township Manager

EXHIBIT A
ZONING MAP AMENDMENT
CHADDS FORD TOWNSHIP, DELWARE COUNTY



REZONING FOLIO NO. 04-00-00044-00
FROM MC TO R-1

Chapter 135. Zoning

Article IV. R-1 District (Residence)

§ 135-13. Purpose.

The purpose of the R-1 District is to preserve and maintain natural features, Open Space, and the rural character of significant portions of the Township by providing areas for low-density single-family residential Development. This district preserves existing environmental features such as Woodland, Green Areas, Open Space, streams and stream valleys, soils and agricultural uses, and mitigates the impact of Development upon the Township through minimizing Impervious Surface coverage and Development intensity.

§ 135-14. Uses permitted by right.

A Building may be erected, altered or used and a Lot or Premises may be used for any of the following purposes and for no other:

- A. Single-Family Detached Dwelling.
- B. Agriculture or Agricultural Operation as defined in Article II, and subject to Article XXVI.
- C. The sale of agricultural products, subject to Article XXVI. The erection of a roadside stand.
- D. Municipal uses.
- E. Family child-care home.

§ 135-15. Uses permitted by special exception.

- A. Cemeteries and Educational and Religious Uses, excluding correctional and Penal Facilities except as may be preempted by state law, when authorized by the Zoning Hearing Board.

§ 135-16. Conditional uses.

- A. Passive Recreation and Passive Recreation Facilities, as defined in Article II and subject to requirements and criteria for the approval of Conditional Uses of Article XXVI.
- B. The Open Space Conservation Option, subject to Article XXVI, § 135-195.
- C. Group Homes, as defined in Article II and subject to requirements and criteria for the approval of Conditional Uses of Article XXVI.
- D. Group child-care home.
- E. Bed-and-Breakfast Inn, subject to Article XXVI.
- F. Home Occupation, as an Accessory Use subject to Article XXVI.

§ 135-17. Accessory uses.

- A. Agriculture or Agricultural Operations when Principal Permitted Use is Single-Family Dwelling.
- B. Off-street parking, subject to Article XXIV.
- C. Private Garage, subject to Article XXVI.
- D. Shed, subject to Article XXVI.
- E. No-Impact Home-Based Business, subject to Article XXVI.
- F. Signs, subject to Article XXIII.
- G. Swimming pools, subject to Article XXVI.
- H. Accessory Uses on the same Lot and customarily incidental to any of the above Principal Permitted Uses, subject to Article XXVI.

§ 135-18. Area and bulk regulations.

The following area and bulk regulations shall apply:

A. R-1 Single-Family detached dwellings.

Standard	Size
(a) Lot area	2 acres, minimum
(b) Lot width — building line	200 feet at the Front Building Line, which minimum shall extend toward the Front Street for the required depth of the Front Yard
(c) Lot width — street line	50 feet, minimum
(d) Front yard	75 feet, minimum, from Front Lot Line to the nearest point of the main Building For Corner Lots, the Yards fronting on each Street shall have a minimum depth of 75 feet
(e) Side yards	50 feet, minimum, between nearest point of the main Building to Side Lot Line There shall be 2 Side Yards except for Corner Lots, where there shall be at least 1 Side Yard with a minimum depth of 50 feet
(f) Rear yard	50 feet, minimum, between nearest point of the main Building to Rear Lot Line
(g) Driveway	No driveway, Private Street or fire lane shall be located within 10 feet of any Side or Rear Lot Line
(h) Building coverage	15%, maximum, inclusive of principal and Accessory Structures
(i) Impervious coverage	20%, maximum
(j) Building height	40 feet, maximum, subject to §§ 135-192 and 135-193
(k) Green area	60%, minimum

B. Open space conservation option.

Single-Family Detached Dwellings	
Standard	Size
(a) Lot area	1 acre, minimum
(b) Lot width — building line	150 feet at the Front Building Line, which minimum shall extend toward the Front Street for the required depth of the Front Yard
(c) Lot width — street line	50 feet, minimum
(d) Front yard	75 feet, minimum, from Front Lot Line to the nearest point of the main Building For Corner Lots, the Yards fronting on each Street shall have a minimum depth of 75 feet
(e) Side yards	30 feet, minimum, between nearest point of the main Building to Side Lot Line There shall be 2 Side Yards that shall not total less than 65 feet in aggregate width, except for Corner Lots, where there shall be at least one Side Yard with a minimum depth of 50 feet
(f) Rear yard	50 feet, minimum, between nearest point of the main Building to Rear Lot Line
(g) Driveway	No driveway, Private Street or fire lane shall be located within 10 feet of any side or Rear Lot Line
(h) Building coverage	15%, maximum, inclusive of principal and Accessory Structures
(i) Impervious coverage	20%, maximum
(j) Building height	40 feet, maximum, subject to §§ 135-192 and 135-193
(k) Open space	40%, in accordance with § 135-195C and F

ADDENDUM A: TERMS & CONDITIONS

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA

Property Address: 1421 Baltimore Pike, Chadds Ford, PA 19317

Registration: By fax, email, online and Property Previews October 1 & 10, 2026.

Date and Place of Auction: October 22, 2026 Live Auction with Simulcast Online Bidding Available

I, the undersigned, agree to the following terms and conditions, should I be the high bidder.

Auction Day Requirements:

1.) **All bidders must be pre-registered.** A \$20,000 deposit must be placed into Max Spann Real Estate & Auction Co. escrow account by 5PM on Wednesday, October 21, 2026. If bidding in person, a bank cashier's in the amount of \$20,000 made payable to oneself must be presented prior to the beginning of the live auction. Said deposit check would be endorsed over to Max Spann RE & Auction Co. trust account if you are the successful bidder and a second check (either personal or business) would be written for the balance of 10% of the full contract amount. Auction Co. may not approve a bidder if notification of bank transfers or deposits is received after the time frames prescribed. I understand that if I am the High Bidder and fail to submit my full deposit and execute Contract of Sale as required within the time frames outlined, said deposit of \$20,000 (as well as any additional funds received) will be forfeited and be non-refundable. Defaulting bidders will be subject to being barred from future auctions. If you are not the high bidder said deposit will be promptly returned. No exceptions please!

2.) High Bidder is required to deposit the balance of 10% of the total contract amount into the escrow account by end of business day October 22, 2026. The high bidder is required to enter into an Agreement of Sale immediately at the end of the auction. The Successful Bidder shall not be permitted to withdraw his/her/its bid. A 10% Buyer's Premium will be added to the bid price and become the final Contract Price.

3.) I have read the terms of this sale posted, printed in the Property Information Package (PIP) and said terms are incorporated herein by reference, as are any public announcements made on sale day. I recognize that this is an Auction Sale and is not subject to a three-day attorney review period. I will review Property Information Package, the contract of sale prepared by Seller's Counsel prior to participating in the auction. I recognize this sale is subject to seller's confirmation and acceptance.

4.) If any check or wire transfer given in payment is not honored for any reason, I agree, whether said check be signed by me as maker or endorser, that if such check is placed in the hands of any attorney for collection, to pay all reasonable attorney's fees, together with all costs of suit in the event such is instituted. Auctioneer reserves the right to add or delete property from this auction or to alter the order of sale from that published herein. Failure to inspect property prior to auction does not relieve purchaser of contractual obligations of purchase. ALL ANNOUNCEMENTS MADE AT THE AUCTION TAKE PRECEDENCE OVER ALL ADVERTISING OR PREVIOUSLY STATED TERMS. Auctioneer is providing Internet bidding as a service to Buyer using a Third-Party Bidding System. Under no circumstances shall Buyer hold Auctioneer liable for system failures resulting in Buyer's bid not being properly submitted. All online auctions are subject to extended bidding. Auction company reserves the right to adjust the auto extension time period.

5.) Bidder represents warrants and acknowledges that the property is being auctioned by Max Spann Real Estate & Auction Co. ("Spann") in an "AS IS" and "WHERE IS" condition subject to all faults, and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from Spann in its own capacity or as the agent, servant or employee of the seller of the property. Bidder further acknowledges that Spann has not made any independent investigation of the condition of the property or examined, verified or confirmed the validity of any information, documents, literature, maps or sketches, pro-forms, or any other written documents provided in the Property Information Packet.

6.) Bidder and Bidder's heirs, transferees, administrators, personal representatives, trustees, successors and assigns, forever waive, release, discharge and hold Spann harmless, from any claim it has, might have had, or may have against Spann with respect to:

- a. The condition of the Premises, either patent or latent, of any nature whatsoever, including environmental contamination;
- b. Buyer's ability or inability to obtain or maintain building permits, temporary or final certificates of occupancy or other licenses for the use or operation of the Premises, and/or certificates of compliance for the Premises;
- c. The actual or potential income or profits to be derived from the Premises;
- d. Any other state of facts which exist with respect to the Premises which at the time of closing were not the subject of actual knowledge on the part of Seller.

Contract: The successful high bidder will be required to sign a contract of sale immediately upon the conclusion of the auction with the deposit acting as a down payment (earnest money). Bidder recognizes that this is an Auction Sale and is not subject to an attorney review period. Bidder will review the contract of sale prepared by Seller's Counsel prior to the auction.

Closing: Will be on or before 45 days from approval and acceptance by Seller. Payment of the balance of purchase price by certified check or bank cashier's check.

Disclaimer: THE PROPERTY IS SOLD "AS IS". All information regarding the properties for sale are from sources deemed reliable, but no warranty or representation is made by the Seller, Auctioneer, Realtor, Affiliates or Employees of the Realtor as to the accuracy or reliability thereof and same is subject to errors, omissions, other conditions, or withdrawal without notice. Prospective Purchasers must rely solely upon their own investigations and due diligence.

Financing: Purchase is not contingent on purchaser financing.

Broker Participation: Invited, call for details.



ADDENDUM B: CONTRACT OF SALE

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA





CONSUMER NOTICE

THIS IS NOT A CONTRACT

CN

Pennsylvania Law requires real estate brokers and salespersons (licensees) to advise consumers of the business relationships permitted by the Real Estate Licensing and Registration Act. **This notice must be provided to the consumer at the first contact where a substantive discussion about real estate occurs.**

Before you disclose any information to a licensee, be advised that unless you select an agency relationship by signing a written agreement providing for such a relationship, the licensee is NOT REPRESENTING YOU. A business relationship of any kind will NOT be presumed but must be established between the consumer and the licensee.

Any licensee who provides you with real estate services owes you the following duties:

- Exercise reasonable professional skill and care which meets the practice standards required by the Act.
- Deal honestly and in good faith.
- Present, in a timely manner, all offers, counteroffers, notices, and communications to and from the parties in writing. The duty to present written offers and counteroffers may be waived if the waiver is in writing.
- Comply with Real Estate Seller Disclosure Act.
- Account for escrow and deposit funds.
- Disclose all conflicts of interest in a timely manner.
- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.

A licensee may have the following business relationships with the consumer:

Seller Agency:

Seller agency is a relationship where the licensee, upon entering into a written agreement, works only for a seller/landlord. Seller's agents owe the additional duties of:

- *Loyalty* to the seller/landlord by acting in the seller's/landlord's best interest.
- *Confidentiality*, except that a licensee has a duty to reveal known material defects about the property.
- Making a *continuous and good faith effort* to find a buyer for the property, except while the property is subject to an existing agreement.
- Disclosure to other parties in the transaction that the licensee has been engaged as a seller's agent.

A seller's agent may compensate other brokers as *subagents* if the seller/landlord agrees in writing. Subagents have the same duties and obligations as the seller's agent. Seller's agents may also compensate buyer's agents and transaction licensees who do not have the same duties and obligations as seller's agents.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under seller agency. The exception is designated agency. See the designated agency section in this notice for more information.

Buyer Agency:

Buyer agency is a relationship where the licensee, upon entering into a written agreement, works only for the buyer/tenant. Buyer's agents owe the additional duties of:

- *Loyalty* to the buyer/tenant by acting in the buyer's/tenant's best interest.
- *Confidentiality*, except that a licensee is required to disclose known material defects about the property.
- Making a *continuous and good faith effort* to find a property for the buyer/tenant, except while the buyer/tenant is subject to an existing contract.
- Disclosure to other parties in the transaction that the licensee has been engaged as a buyer's agent.

A buyer's agent may be paid fees, which may include a percentage of the purchase price, and, even if paid by the seller/landlord, will represent the interests of the buyer/tenant.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under buyer agency. The exception is designated agency. See the designated agency section in this notice for more information.

Dual Agency:

Dual agency is a relationship where the licensee acts as the agent for both the seller/landlord and the buyer/tenant in the same transaction with the written consent of all parties. Dual agents owe the additional duties of:

- Taking no action that is *adverse or detrimental* to either party's interest in the transaction.
- Making a *continuous and good faith effort* to find a buyer for the property and a property for the buyer, unless either are subject to an existing contract.
- *Confidentiality*, except that a licensee is required to disclose known material defects about the property.

Designated Agency:

In designated agency, the employing broker may, with your consent, designate one or more licensees from the real estate company to represent you. Other licensees in the company may represent another party and shall not be provided with any confidential information. The designated agent(s) shall have the duties as listed above under seller agency and buyer agency.

In designated agency, the employing broker will be a dual agent and have the additional duties of:

- Taking reasonable care to protect any confidential information disclosed to the licensee.
- Taking responsibility to direct and supervise the business activities of the licensees who represent the seller and buyer while taking no action that is adverse or detrimental to either party's interest in the transaction.

The designation may take place at the time that the parties enter into a written agreement, but may occur at a later time. Regardless of when the designation takes place, the employing broker is responsible for ensuring that confidential information is not disclosed.

Transaction Licensee:

A transaction licensee is a broker or salesperson who provides communication or document preparation services or performs other acts for which a license is required **WITHOUT being the agent or advocate** for either the seller/landlord or the buyer/tenant. Upon signing a written agreement or disclosure statement, a transaction licensee has the additional duty of limited confidentiality in that the following information may not be disclosed:

- The seller/landlord will accept a price less than the asking/listing price.
- The buyer/tenant will pay a price greater than the price submitted in a written offer.
- The seller/landlord or buyer/tenant will agree to financing terms other than those offered.

Other information deemed confidential by the consumer shall not be provided to the transaction licensee.

OTHER INFORMATION ABOUT REAL ESTATE TRANSACTIONS

The following are negotiable and shall be addressed in an agreement/disclosure statement with the licensee:

- The duration of the employment, listing agreement or contract.
- The fees or commissions.
- The scope of the activities or practices.
- The broker's cooperation with other brokers, including the sharing of fees.

Any sales agreement must contain the zoning classification of a property except in cases where the property is zoned solely or primarily to permit single family dwellings.

A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____	_____	_____
	Print (Consumer)	Print (Consumer)
	_____	_____
	Signed (Consumer)	Signed (Consumer)
	_____	_____
	Address (optional)	Address (optional)
	_____	_____
	Phone Number (optional)	Phone Number (optional)

I certify that I have provided this document to the above consumer during the initial interview.

Date: _____	Maximillian M. Spann Jr	_____
		Print (Licensee)
		_____
		Signed (Licensee)

CONTRACT FOR SALE OF REAL ESTATE

This CONTRACT made this 22nd day of October 2026 between Township of Chadds Ford, whose address is 10 Ring Road, Chadds Ford, PA 19317 hereinafter referred to as the "Seller", and _____ whose address is _____

hereinafter referred to as "Purchaser".

1. PURCHASE CONTRACT. The Seller agrees to sell and the Purchaser agrees to buy the property described in this contract, known as 1421 Baltimore Pike, Chadds Ford, PA 19317 being approximately 3.6 acres (the "Contract").

2. PURCHASE PRICE.

Bid Price	\$ _____
Purchaser's Premium (10% of Bid Price)	\$ _____
Total Purchase Price	\$ _____

3. PROPERTY. The property to be sold together with the buildings and improvements thereon consists of land and all of the Seller's rights and privileges relating to the land thereto, appertaining, situated, lying and being in the municipality of Chadds Ford Township, in the County of Delaware, and the Commonwealth of Pennsylvania, known as Parcel #04000004400. A full legal description of the property is attached hereto and made a part hereof (the "Property").

4. PAYMENT OF PURCHASE PRICE. The Purchaser will pay the purchase price as follows:

Initial deposit in the form of a certified check, bank cashier's check or other check approved in advance by Max Spann Auction Company and payable to Chadds Ford Township, 10 Ring Road, Chadds Ford, PA 19317 upon signing of contract.

\$ _____

Balance to be paid at closing of title by certified or bank cashier's check drawn on a Federal Deposit Insurance Corporation member institution (subject to adjustment at closing), on delivery of Special Warranty Deed on the terms and conditions provided in this Contract, to be delivered at the office of Chadds Ford Township, 10 Ring Road, Chadds Ford, PA 19317 on or before 45 days after the execution of this contract.

\$ _____

Total

\$ _____

5. DEPOSIT MONIES. All deposit monies will be held in escrow by Chadds Ford Township until closing. If the deposit is invested in an interest-bearing account, all earnings belong to the Seller and will not be a credit against the purchase price.

6. TRANSFER OF OWNERSHIP. At the closing, the Seller will transfer ownership of the property to the Purchaser. The Seller will give the Purchaser a properly executed Deed and an adequate Affidavit of Title. Seller shall also provide Purchaser with a Release of Mortgage or funds for the release of any Mortgage which may affect the property.
7. TYPE OF DEED. A Deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Purchaser agrees to accept a Deed known as a Special Warranty Deed.
8. PHYSICAL CONDITION OF THE PROPERTY. This property is being sold "AS IS". PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY IN "AS IS" AND "WHERE IS" CONDITION, WITH ANY AND ALL FAULTS AND DEFECTS, WHETHER LATENT OR PATENT, AND SUBJECT TO ORDINARY WEAR AND TEAR FROM THE DATE HEREOF THROUGH THE CLOSING DATE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON, AND THAT SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, BROKER'S "SET-UPS", STATEMENTS, REPRESENTATIONS OR INFORMATION REGARDING THE PROPERTY' PHYSICAL OR ENVIRONMENTAL CONDITION, INCOME, EXPENSES, OPERATION, USE, COMPLIANCE WITH LAWS, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT. The Seller, Max Spann Auction Company, or anyone on behalf of the Seller or the Max Spann Auction Company, does not make any claims or promises about the condition, zoning or uses, or value of any of the property included in this sale. The Purchaser acknowledges and agrees that it has inspected the property or Purchaser hereby waives such right to inspect the Property.
9. CONDITION OF TITLE - TITLE INSURANCE. The Seller will provide a commitment for title insurance issued by _____ Title Insurance Company which will indicate title subject to zoning ordinances and any governmental laws, ordinances or regulations; easements, grants and restrictions of record, if any, so long as a violation of the same shall not cause a forfeiture or reversion of title, and such facts as a current survey will reveal. In the event that the commitment for title insurance shall indicate that the Seller cannot deliver insurable title as provided herein, this contract shall be canceled and made void, all deposit monies shall be returned to the Purchaser and there shall be no further liability of either party to the other. (The Purchaser shall accept the Title to the Property as set forth in the commitment for title. The Purchaser may purchase its own title insurance from a different title company, however, except for the Seller's responsibility to payoff any existing mortgage with a portion of the closing proceeds, the Purchaser hereby accepts the title as set forth in the title commitment.)
10. SURVEY. The Purchaser and Seller agree that any survey will be at the expense of the Purchaser. If the Purchaser does not obtain the applicable survey and submit it to the title company within the time appropriate to the title company prior to the closing date hereof, Purchaser agrees to take title subject to the survey exception set forth in the Title Report.
11. RISK OF LOSS. The Seller is responsible for any damage to the property, except for normal wear and tear, until the closing. In the event loss or damage to the property exceeds

____%, then Seller may elect to either repair the damage, provide an appropriate credit at closing, or terminate this Contract.

12. **ASSESSMENT FOR MUNICIPAL IMPROVEMENTS.** Certain municipal improvements (such as side walks and sewers) may result in the municipality charging property owners to pay for the improvements. All charges (assessments) against the property levied prior to closing of title will be the responsibility of the Seller.
13. **ADJUSTMENTS AT CLOSING.** Taxes, Rents and any other municipal liens are to be apportioned as of the Closing Date. The collected rents, if any, security deposits, if any, water, sewer, taxes, fuel, and all other items normally adjusted shall be apportioned and allowed as of midnight of the day immediately prior to the Closing Date. [The parties shall split evenly any real estate transfer tax associated with this transaction.] (Purchaser: municipal certificates; Seller: PA Bulk Sales)
14. **POSSESSION.** At the closing, the Purchaser will be given possession of the property. This conveyance shall be subject to the rights, if any, of the public and others in and to any streets and waterways on or abutting the Property.
15. **PARTIES LIABLE; liquidated damages.** This Contract is binding upon all parties who sign it. Neither this Contract, nor any right or rights under this Contract, shall be assigned by the Purchaser without the prior written consent of the Seller. Any assignment made in violation of these provisions shall be null and void. Purchaser represents that he/she has sufficient cash available to consummate the within transaction. Unless the conditions of this Contract shall in all respects be complied with by Purchaser in the manner provided in this Contract, including taking title to the Property, Purchaser shall lose all rights, remedies or actions either at law or equity under this Contract, Purchaser shall lose the deposit as liquidated damages, and Seller shall be released from all obligations to convey said Property, paying all real estate commissions, and retains the right to seek further damages due to Purchaser's default. This Contract shall become null and void and neither party shall have further rights against the other. Purchaser agrees that this Contract shall not be recorded. In the event that Seller cannot convey title in accordance with this Contract, Purchaser's sole remedy shall be a return of the Deposit.
16. **NOTICES.** All notices under this contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract or to that party's attorney. Service shall be deemed effective upon the earlier of actual notice or two (2) business days after placing such notice in the mail.
17. **BROKERAGE.** Buyer has agreed to pay to Max Spann Auction Company a Purchaser's Premium pursuant to a separate commission Contract. Max Spann Auction Company shall be responsible for any commission to be paid to other brokers, but only as by prior written Contract executed by Max Spann Auction Company.

18. PURCHASER'S PREMIUM. A Purchaser's Premium equal to 10% of purchase price payable by the Purchaser shall be added to the winning bid to determine the final selling price.
19. COMPLETE CONTRACT. This contract is the entire and only Contract between the Purchaser and the Seller. This contract replaces and cancels any previous Contract between the Purchaser and the Seller. This contract can only be changed by an Contract in writing signed by both Purchaser and Seller. The Seller states that the Seller has not made any other contract to sell the property to anyone else.
20. FARMLAND ASSESSMENT, Property is not presently under farmland assessment. Rollback taxes, if any, as a result of a change in use by Purchaser, will be the responsibility of the Purchaser.
21. TENANCIES. The property is sold free of all tenancies except for the following:
22. ATTORNEY REVIEW. This Contract was reviewed and prepared by Seller's counsel. While the terms and conditions herein are non-negotiable and will not be altered, it has been made available for review by prospective Purchasers and their legal representation prior to Auction Day and on Auction Day itself. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.
23. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT: By signing below the Sellers and Purchasers acknowledge they received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35336.
24. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):
 - a. I, MAX SPANN, AS AN AUTHORIZED REPRESENTATIVE OF MAX SPANN AUCTION COMPANY AM WORKING IN THIS TRANSACTION AS A SELLER'S AGENT.
 - b. INFORMATION SUPPLIED BY _____
(name of other firm) HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A _____ PURCHASER'S AGENT
25. MEGAN'S LAW STATEMENT: THE PENNSYLVANIA GENERAL ASSEMBLY HAS PASSED LEGISLATION (OFTEN REFERRED TO AS "MEGAN'S LAW", 42 PA. C.S. § 9791 ET. SEQ.) PROVIDING FOR COMMUNITY NOTIFICATION OF THE PRESENCE OF CERTAIN CONVICTED SEX OFFENDERS. PURCHASERS ARE ENCOURAGED TO CONTACT THE MUNICIPAL POLICE DEPARTMENT OR THE PENNSYLVANIA STATE POLICE FOR INFORMATION RELATING TO THE PRESENCE OF SEX OFFENDERS NEAR A PARTICULAR PROPERTY, OR TO CHECK THE INFORMATION ON THE PENNSYLVANIA STATE POLICE WEB SITE AT WWW.PAMEGANSW.LAW.STATE.PA.US.
26. SUPPLEMENTAL INFORMATION: Purchaser acknowledges receipt of and has reviewed the additional information about the property.

27. CLOSING: The closing shall take place on or before forty-five (45) days after the execution of this Contract (the "Closing Date") at Chadds Ford Township, 10 Ring Road, Chadds Ford, PA 19317. The Closing Date is hereby acknowledged and agreed to be a TIME OF THE ESSENCE Closing Date. At the closing, Purchaser shall deliver payment of the Purchase Price along with all closing documents for the benefit of Seller, and Seller shall deliver an executed Deed conveying the Property to Purchaser along with all closing documents for the benefit of Purchaser.
28. RELEASE. Max Spann Auction Company is acting only as Auctioneer and Agents and shall no way be liable to the Purchaser or Seller for the performance or non-performance of any of the foregoing conditions of sale. Purchaser releases, quit claims and forever discharges Seller, Max Spann Auction Company, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them from any and all claims, losses or demands, including, but not limited to, personally injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Contract, or in violation of any seller disclosure law or regulation, this release does not deprive Purchaser of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.
29. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE (Required for properties built before 1978) (9-05) Lead-Based Paint Hazards Disclosure Requirements:
The Residential Lead-Based Paint Hazard Reduction Act requires any seller of property built before 1978 to provide the Purchaser with an EPA-approved lead hazards information pamphlet titled *Protect Your Family from Lead in Your Home* and to disclose to the Purchaser and the broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, along with the basis used for determining that the hazards exist, the location of the hazards, and the condition of painted paint and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. Before a Purchaser is obligated to purchase any housing constructed prior to 1978, the Act requires the Seller to give the Purchaser ten (10) days (unless Purchaser and Seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the Purchaser, in writing. Neither testing nor abatement is required of the Seller. Housing built in 1978 or later is not subject to the Act.
30. COAL NOTICE (Where Applicable). THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is

set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Purchaser acknowledges that the may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Purchaser agrees to sign the deed from Seller which deed will contain the aforesaid provision.

31. ☐ Purchaser has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336
- ☐ Purchaser has read and understands the notices and explanatory information in this Contract.
- ☐ Purchaser has received a Seller's Property Disclosure Statement before signing this Contract, if required by law (see Information Regarding the Real Estate Seller Disclosure Law).
- ☐ Purchaser hereby waives the right to conduct a lead-based paint risk assessment or inspection.

IN WITNESS THEREOF, the parties hereto have duly executed this Contract this day and year first above written.

For:

_____ Witness	_____ Purchaser Name: For:	_____ Date
------------------	---	---------------

_____ Witness	_____ Purchaser Name: For: Chadds Ford Township	_____ Date
------------------	--	---------------

_____ Witness	_____ Seller Name: For: Chadds Ford Township	_____ Date
------------------	---	---------------

_____ Witness	_____ Seller Name:	_____ Date
------------------	--------------------------	---------------

Legal Description

Tax Parcel: 04-00-00044-00

Chadds Ford Township, Delaware County, Pennsylvania

Inland Project No. 12824

July 17, 2026

ALL THAT CERTAIN parcel of land **SITUATE** in Chadds Ford Township, Delaware County, Pennsylvania, bounded and described according to a Conservation Easement Exhibit for 1421 Baltimore Pike, dated July 17, 2026, prepared by Inland Design, West Chester, Pennsylvania, and being more fully described as follows:

BEGINNING at a point in the bed of Baltimore Pike (S.R. 0001), said point being the common corner with lands of James DeFrank & Richard Otto Grischy (Tax Parcel: 04-00-00043-01), continuing through the bed of Baltimore Pike the 2 following courses; thence South 74 degrees 38 minutes 14 seconds West 3.85 Feet to a point; thence along an arc curving to the right having a radius of 2,960.00 Feet an arc distance of 334.65 Feet (chord bearing South 78 degrees 9 minutes 55 seconds West, a distance of 334.47 Feet) to a point and common corner with lands of Commonwealth of Pennsylvania (Tax Parcel: 04-00-00045-00), leaving said road and continuing along said lands the 1 following course; thence North 12 degrees 20 minutes 46 seconds West 463.43 Feet to a iron pipe and common corner with lands of James DeFrank & Richard Otto Grischy (Tax Parcel: 04-00-00043-01), continuing along said lands the 2 following courses; thence North 74 degrees 2 minutes 14 seconds East 332.30 Feet to a iron pin; thence South 13 degrees 7 minutes 46 seconds East 487.22 Feet to a point and place of beginning.

CONTAINING 160,336 Square Feet of land, more or less.

BEING Tax Parcel 04-00-00044-00 on the aforementioned plan.

ADDENDUM C: TITLE

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA



COUNTY	TYPE	BOOK	PAGE	DATE	FROM	TO	DESCRIPTION/COMMENT
Delaware	Deed	6146	1389	28 Mar 2018	George E & Helen M Sipala	Chadds Ford Township	A tract of land with the buildings and improvements thereon erected
Delaware	Deed	2513	190	15 Aug 1974	John M & Mary K Fisher, by Judith Fisher Iamurri, Attorney-In-Fact	George & Helen Sipala	A tract of land with the buildings and improvements thereon erected, containing 3.657 acres
Delaware	Deed	1673	32	20 Mar 1953	William Wharton Smith and Sylvia M Bothe, Trustees of Richard M Atwater, deceased, Arabella B Cleveland, and Willis B & Ethelwyn C Rice	John M & Mary K Fisher	A tract of land with the buildings and improvements thereon erected, containing 3.657 acres
Delaware	Will	38	325	16 Feb 1915	Richard M Atwater		In which he empowered his Executors to sell his real estate. Richard M Atwater died 30 Oct 1922
Delaware	Deed	367	620	07 Apr 1908	Arthur H Cleveland	Richard M Atwater	In which he conveyed all of his right, title and interest in a piece of ground containing 47.0792 acres
Delaware	Deed	F11	530	17 Sep 1903	Ellis D Williams and Arthur H Cleveland, Executors of Eliza S Turner, deceased	Arthur H Cleveland	Three tracts of land, the first containing 227 acres and 65.96 perches, the second containing 41.25 acres and 26 perches, and the third containing 216.94 acres; of which this is the first
Delaware	Will	R	237	14 Mar 1894 25 Nov 1902	Eliza S Turner	Arthur H Cleveland	Wherein she granted him the privilege of purchasing the property after her death. Eliza S Turner died 20 Jun 1903
Delaware	Will	P	586	21 Feb 1871	Joseph C Turner	Eliza S Turner	In which he devised all of his real and personal estate to his wife. Joseph C Turner died 28 Oct 1902
Delaware	Deed	Z2	265	30 Mar 1870	Samuel & May H Painter, and Edward C Painter	Joseph C Turner	A messuage and plantation containing 227 acres and 65.96 perches
Delaware	Deed	W1	571	26 May 1845	William & Phebe Painter	Samuel Painter	A messuage and plantation containing 200 acres, part of a larger parcel
Delaware	Deed	R1	463	01 Apr 1828	Moses Palmer and Samuel Hewes, Executors of Gideon Gilpin, deceased	William Painter	A messuage and plantation containing 231 acres and 2 perches
Delaware	Will	C	99	09 Feb 1825	Gideon Gilpin		In which he directed his Executors to sell his real estate. Gideon Gilpin died 20 Aug 1825
Chester	Deed	T1	149	10 May 1764	Joseph & Mary Gilpin	Gideon Gilpin	Four parcels, the first containing 124 acres, the second containing 2 acres and 128 perches, the third containing 60 acres, and the fourth containing 7 acres and 26 perches. <i>See Figure 1, on the following page</i>

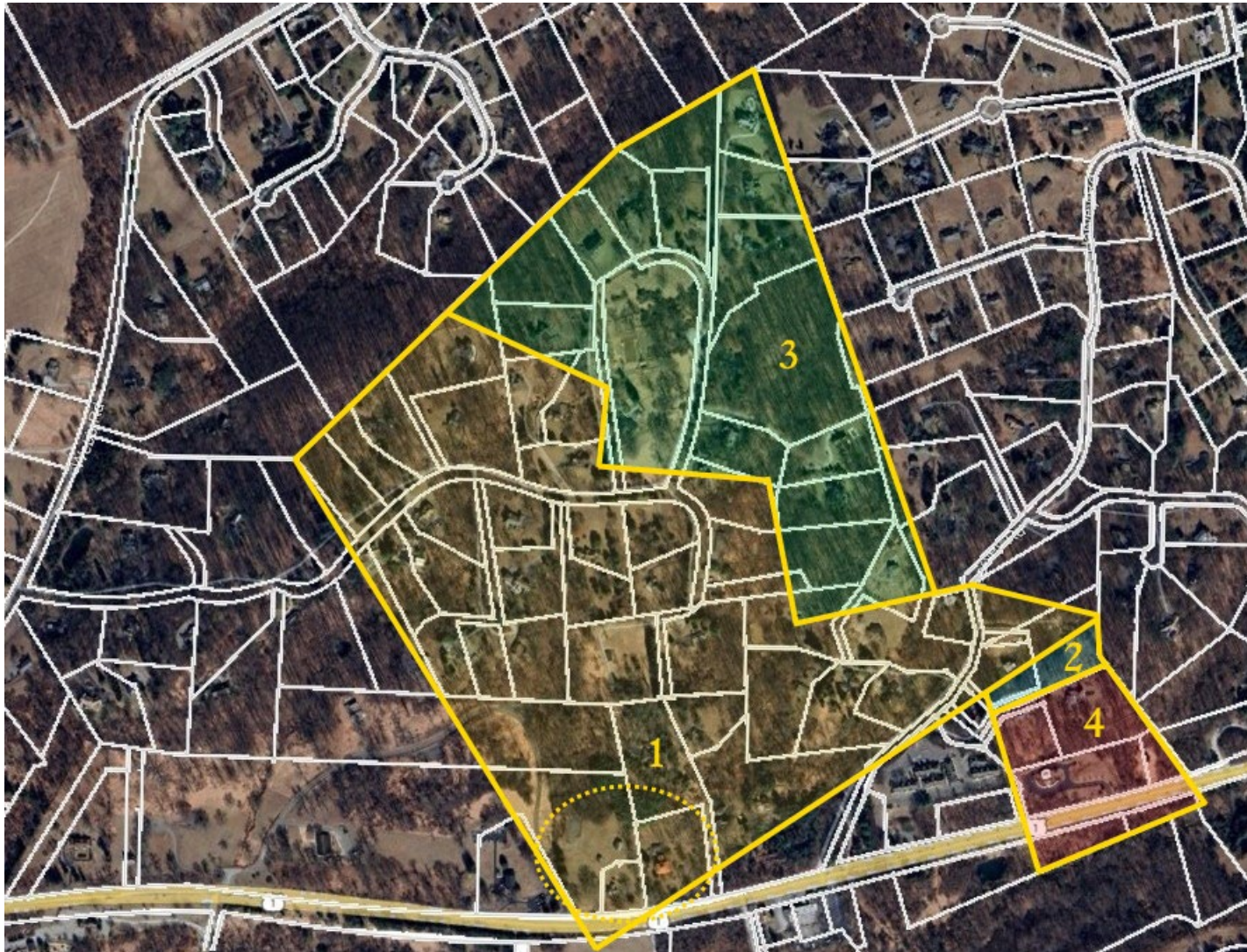


Figure 1. The four parcels Gideon Gilpin bought from his parents, Joseph and Mary Gilpin, in 1764, overlaid on a current parcel map (all lines approximate). The dotted circle marks the site of the Gideon Gilpin farm and Painter's Folly complexes along Rt. 1. Both locations were included in his initial purchase. 2025 Aerial photography from Google Earth.

Maps Consulted:

(*Atlas of Delaware County, Pennsylvania: Containing Nineteen Maps Exhibiting the Early Grants and Patents*, by Benjamin H Smith; Henry Buckley Ashmeade, Philadelphia, 1880): **Joseph Gilpin, 171 A**

(*Map of the Early Settlements of Delaware County*, by George Smith MD; Bowen & Co., Philadelphia, 1862): **Joseph Gilpin**

Circa 1777 (*1777 Chester County Property Atlas, Birmingham Township*, by Cliff C Parker, Chester County Archives, 2021): **Gideon Gilpin**

1848 (*Map of Delaware County, Pennsylvania*, by Joshua W Ash, MD; Robert P Smith, Philadelphia): **Samuel Painter, 1 structure adjacent to Baptist Church**

1860 (*Map of the Philadelphia Region, Pennsylvania*, by John E Gillette and C K Stone, Philadelphia): **S Painter “Lafayette Place”, 5 structures**

1870 (*Atlas of Delaware County, Pennsylvania*, by Henry W Hopkins & George M Hopkins, Philadelphia): **Joseph C Turner, 5 structures, quarry**

1875 (*Combination Atlas Map of Delaware County, Pennsylvania*, by Everts and Stewart, Philadelphia): **J C Turner, 227, 2 structures identified as “LaFayette’s Head Qrs Battle of Brandywine”, 3 other structures**

1876 (*Map of Delaware Co. and the City of Philadelphia*, by G M Hopkins & Co., Philadelphia): **Joseph C Turner, 220a, 5 structures, quarry**

1892 (*Farm Line and Borough Atlas of Delaware County, Pennsylvania*, by William S Miller et al; E W Smith and Co., Philadelphia): **Joseph C Turner, 247, 8 structures, quarry**

1913 (*Atlas of Delaware County West of Ridley Creek*, by A H Mueller, Philadelphia): **Dr Arthur H Cleveland: 225 acres, 2 stone houses, 1 of which is identified as LaFayette’s Headquarters, Battle of Brandywine Sept 11, 1777, 1 stone outbuilding, 6 frame outbuildings**

1934 (*Map of Delaware County West of Crum Creek*, by Franklin Survey Map Co., Philadelphia): **Richard M Atwater Est & Dr Arthur H Cleveland, Total 620 a “LaFayette Farms”, 1 stone house, 1 frame house, multiple frame outbuildings “Gen’l LaFayette’s Headquarters during the Battle of Brandywine, Sept 11, 1777”**

Birmingham Township Tax Data:

1798 Direct Tax: Gideon Gilpin: a 2-story stone house, 18’ x 30’, a 1 ½ story old frame kitchen, 16’ x 20’, a stone springhouse, 10’ x 12’, a 1 ½ story stone washhouse 16’ x 20’, a barn “stone sellerd”, 30’ x 50’, a stone and frame carthouse, 23’ x 23’, a log coopershop, 12’ x 14’; all in his own occupation; a log house, 16’ x 16’, in the occupation of Isaiah Hollingsworth

1802-1804: Gideon Gilpin: 240 acres, 1 stone house, 1 stone barn, 1 stone waggon house, 1 springhouse, 1 Cooper shop, 1 log tenement

1805-1807: Gideon Gilpin: 200 acres, 1 house, 1 barn

1808-1810: Gideon Gilpin: 280 acres, 1 house, 1 barne, waggon house

1811-1813: Gideon Gilpin: 280 acres, 2 houses, barn & waggon house

1814-1816: Gideon Gilpin: 200 acres, house, barn, outhouses

1823-1825: Gideon Gilpin: 200 acres, stone house, barn, tenement, spring house, waggon house

Narrative:

In 1764, Gideon Gilpin purchased a plantation in Birmingham Township from his parents, Joseph and Mary Gilpin, who had moved to Christiana Hundred, New Castle County, Delaware. The land he bought consisted of 4 separate parcels, together totaling about 194 acres. In 1772, he purchased another 33-plus acres from his parents. Five years later, Gilpin was a witness to a momentous event in history – the largest battle of the Revolutionary War. Not only did the Battle of the Brandywine occur on his doorstep, his house is well known for being the headquarters of the young Marquis de Lafayette during the Battle.

Gilpin, who was born on his father's plantation in Birmingham, retained the land for the rest of his life. He died in 1825, at age 86; his Will directed that his real estate, now approximately 230 acres, be sold. In 1828, his Executors (and sons-in-law) – Concord Township residents Moses Palmer and Samuel Hewes – sold the property to William Painter. It remained in the Painter family for over 40 years, with Samuel Painter purchasing the land from his father, William, in 1845. It is Samuel Painter who is credited with building the Italianate mansion house known as "Painter's Folly" in 1856.

In 1870, Joseph Turner purchased the plantation from Samuel Painter. It remained in the Turner family for another 30 years before being purchased by Dr. Arthur H. Cleveland. At the time of the sale to Cleveland, the property still consisted of 227 acres. In 1908, Cleveland sold 47 acres and the mansion house to Richard M. Atwater. By 1914, Atwater was in possession of the majority of Cleveland's holdings, including the original Gilpin plantation. Following Atwater's death in 1922, his Executors began subdividing and selling off pieces of his very large estate; a process which took over 40 years to complete. Between 1948 and 1950, two of the Atwater parcels were incorporated into the new Brandywine Battlefield Park along Rt 1; both part of Gideon Gilpin's original plantation. In 1950, another three parcels from Atwater's estate were sold to the State for the Park. Richard Atwater's Executors sold the adjacent Painter's Folly to private owners in 1953.

As shown on the 1950 aerial photograph in Figure 2, each of the two initial Park parcels contained part of Gideon Gilpin's farm complex, with house and at least two outbuildings on Tract 1, and the barnyard, more outbuildings, and what appears to be a swimming pool on Tract 2. It is not clear if the barn was standing as of the date of the photo. The close proximity of Painter's Folly to the Gilpin buildings is clear, as is the presence of an additional structure directly behind the mansion house. This stone building has walls approximately 1.5' thick; standing in sharp contrast to the mansion, which has much shallower walls and curved window cheeks consistent with an 1856 construction date. Given that the building appears to much older than the Painter's Folly mansion, as well as the close proximity to the Gilpin complex, it raises the question as to whether it dates from Gideon Gilpin's occupation.



Figure 2. Tract 1 contains the Gideon Gilpin house, with several outbuildings immediately behind it. Directly behind this parcel, on Tract 2, are another outbuilding and the barnyard area, next to a swimming pool. The parcel containing the Brandywine Baptist Church is to the left of the Gilpin complex, and the Painter's Folly parcel (with stone outbuilding directly behind the mansion), immediately adjacent on the right (all lines approximate). 1950 aerial photography from the US Geological Survey's "Earth Explorer" application.

Tax records, especially the Direct Tax of 1798, are helpful in understanding what structures Gilpin possessed. In 1798, the assessors documented him as owning a stone house with a frame kitchen, a stone springhouse, stone wash house, stone and frame cart house, barn, and log cooper shop, as well as a log tenant house. Whether the entire barn was stone, or just the cellar, isn't clear from the writing. County tax records from ensuing years do not provide measurements, but consistently confirm the presence of his house, tenant house, barn, springhouse, and wagon house through 1825, the year of his death. That year, Executors Moses Palmer and Samuel Hewes placed a sales advertisement in the *West Chester Record*, with the following description of his holdings:

“on this plantation (which is esteemed one of the most fertile in the county) is erected a convenient stone and frame dwelling-house, with a kitchen attached thereto, the former cellared under, a good stone barn with stabling underneath, stone waggon-house, with a convenient room over it, stone spring-house over a never failing spring, and other outbuildings”

The continued existence of the kitchen in 1825, despite not being noted in the County tax assessments, is proof of the fact that the tax assessors did not reliably capture every building, every year.

Existing currently on the Battlefield Park property are the following: the stone Gilpin house, a stone springhouse, a stone and frame barn, measuring approximately 40' x 30', and two outbuildings. The larger of the two is a stone and frame, measuring approximately 23' x 23', matching the description of the cart house from the 1792 Direct Tax. The second (directly behind the house) is stone, and measures approximately 12' x 12' – too small to be the 16' x 20' stone wash-house; the only other stone building described in 1798. The stone outbuilding behind Painter's Folly, however, does measure approximately 16' in one dimension, and almost 40' in the other. This makes it a very good candidate to have been Gideon Gilpin's wash-house, with a later addition doubling the length.

Sources:

Tax Records:

Delaware County

- Delaware County Archives, Delaware County, Pennsylvania:
 - *Delaware County Assessments – 1791-1850, 1841-1889, 1890-1903* [database on-line]: www.delcopa.gov/departments/archives.html
 - 340 North Middletown Road, Building 19, Lima, PA: Assessment Docket Books

Pennsylvania

- *Pennsylvania, U.S., U.S. Direct Tax Lists, 1798* [database on-line]. Lehi, UT, USA: Ancestry.com Operations, Inc., 2012. Original data: *United States Direct Tax of 1798: Tax Lists for the State of Pennsylvania*. M372, microfilm, 24 rolls. NAID: 5121373. Records of the Internal Revenue Service, 1791-2006, Record Group 58. National Archives at Washington, D.C.

Land Records:

Delaware County

- Delaware County, Pennsylvania Recorder of Deeds Online Services (1789-present): <https://delcorodonline services.co.delaware.pa.us/countyweb/loginDisplay.action?countyname=DelawarePAROD>
- Family Search: *Deeds 1770-1866 ; deed index 1789-1914*; Delaware County (Pennsylvania) Recorder of Deeds (Main Author)

Chester County

- Chester County Archives and Record Services, Chester County, Pennsylvania: <https://www.chesco.org/192/Archives-Records> : Deeds, 1688-1865

Probate Records:

Delaware County

- Family Search: *Wills, 1789-1908 ; letters of administration, 1790-1917 ; index to wills and letters of administration, 1789-1973*; Delaware County (Pennsylvania) Register of Wills (Main Author); Pennsylvania County Court (Delaware County) (Repository)

Vital Records:

- Find-A-Grave: www.findagrave.com

Aerial photographs:

- United States Geologic Survey (USGS) “Earth Explorer”: www.earthexplorer.us.gov : 1950
- Google Earth Pro: 1985-present

Maps:

- Delaware County History Maps (Concord Township): www.delawarecountyhistory.com
- Library of Congress: Collections with Maps: www.loc.gov/maps/collections/
- Pennsylvania Historical & Museum Commission (PHMC) Digital Collections: “Map Collections in the State Archives”: www.phmc.pa.gov/Archives/Research-Online/Pages/Maps.aspx
- Chester County Archives, West Chester, PA: <https://storymaps.arcgis.com/stories/9cef8b93eaa94faf8e106edbb737ef1c>

Newspaper Articles:

- Newspapers.com

ADDENDUM D PRESERVATION PLAN & EASEMENTS

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA

To Review the 2021 Preservation Plan
[CLICK HERE](#)



Prepared by:

Name: Scott C. Denlinger, Esquire
Address: Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422-2323
Telephone: 610-825-8400

Return to:

Name: North American Land Trust
Address: 100 Hickory Hill Road
Chadds Ford, PA 19317

Tax parcel(s): 04-00-00044-00

DECLARATION OF CONSERVATION AND FAÇADE EASEMENT

THIS DECLARATION OF CONSERVATION AND FAÇADE EASEMENT ("Easement") made this 9th day of September, 2026, by and between CHADDS FORD TOWNSHIP ("Owner"), having an address of 10 Ring Road, Chadds Ford Township, PA 19317 and NORTH AMERICAN LAND TRUST ("Trust"), a Pennsylvania non-profit corporation having an address of 100 Hickory Hill Road, Chadds Ford, PA 19317

WITNESSETH THAT:

WHEREAS, Owner is the owner of certain real property in Chadds Ford Township, Delaware County, Pennsylvania known as Painter's Folly, 1421 Baltimore Pike, Chadds Ford Township, Pennsylvania that consists of approximately 3.681 acres, more or less, (hereinafter called either the "Property") being the land that was granted to Owner by Deed dated March 28, 2018, and recorded with the Recorder of Deeds of Delaware County on April 2, 2018, in Volume 6146 at Page 1389 as Instrument Number 2018014782, and which is described by metes and bounds in Exhibit "A" attached hereto and depicted and identified as "Existing Building" on the survey labeled Façade Easement for 1421 Baltimore Pike Chadds Ford Township, dated July 17, 2026, prepared by Jason E. Harmon of InLand Design, Pennsylvania, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the Property contains a three-story, 6,970 square foot (including all floors) structure built in the Italianate architectural style, circa 1856, historically known as "Painter's

Folly". In 1899, the Property was leased to famed artist Howard Pyle who used the building to operate The Howard Pyle School of Illustration Art, also known as The Brandywine School, which boasted N. C. Wyeth and Frank Schoonover as students. In 1989, Andrew Wyeth began regularly frequenting and using the Property as a refuge and the building as an art studio. As of May 23, 2024, the structure is listed with the United States National Register of Historic Places. Hereinafter, the structure and all fixtures and architectural elements thereof, are collectively referred to as the "Protected Structure"; and

WHEREAS, the Protected Structure should, due to its genuine historic and architectural significance and importance to the interpretation and public enjoyment of the history of Chadds Ford Township and Delaware County, be preserved; and

WHEREAS, for the same reasons as stated above and in the Baseline Documentation (hereinafter defined), the protection from construction or visual obstruction of the entire area lying between the Protected Structure and US Route 1, which is a public road, is an important scenic and historic benefit to the general public; and

WHEREAS, Trust is a non-profit corporation, having a tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), which has been established as a public charity for the purpose of preserving and conserving natural habitats, environmentally sensitive areas and historic land and other resources, and for other charitable, scientific and educational purposes and which is a "qualified organization" under Section 170(h)(3) of the Code; and

WHEREAS, Owner and Trust have entered into a Grant of Conservation Easement and Declaration of Covenants which, with this Declaration, are part of the same effort to improve the public benefit from additional conservation of the Property;

WHEREAS, preservation of the Protected Structure shall serve the purpose of the preservation of an historically important structure (the "Conservation Purposes").

WHEREAS, the historical significance of the Protected Structure and the Conservation Purposes has been established in the reports, plans, accompanying photographs, documentation, and exhibits, including the plans prepared by Trust (collectively called the "Baseline Documentation"); and

WHEREAS, Owner and Trust intend that this Declaration be a "conservation easement" as defined in the Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, (the "Act").

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions, restrictions, and promises contained in this Declaration, and intending to be legally bound hereby, Owner and Trust hereby agree as follows:

ARTICLE 1.
GRANT OF EASEMENTS AND OTHER RIGHTS

Owner, on behalf of itself, its heirs, successors and assigns, hereby voluntarily, unconditionally and absolutely grants and conveys unto Trust, its successors and assigns, the full and uninterrupted right, right-of-way, privilege, easement and authority to enter upon the Property, in perpetuity, from time to time and at such times as the Trust shall deem necessary for the purpose of ensuring the inspection and protection of the Protected Structure and accomplishment of the Conservation Purposes (the "Easement"). Trust hereby accepts the grant of such Easement and agrees to hold such Easement exclusively for the Conservation Purposes and those other purposes expressly contained herein. Without limitation of the foregoing, the Easement shall include:

- 1.1. A perpetual easement in gross over the Property for the purpose of preserving and protecting the Protected Structure and the accomplishment of Conservation Purposes and enforcing the restrictive covenants set forth below; and
- 1.2. A perpetual easement and right of Trust and its agents to enter upon the Property in order to inspect, photograph, video record, and otherwise document the condition of the Protected Structure, including the exterior of the Protected Structure, to ascertain or determine, compliance with this Declaration, at reasonable intervals, but at least annually, provided that Owner is first given notice of any such visit at least five (5) days in advance, but in cases of suspected or known violations of this Declaration inspection of the Property may occur more often and without advance notice.

ARTICLE 2.
OWNER'S DECLARATION OF COVENANTS AND RESTRICTIONS

Owner, on behalf of itself, and its heirs, successors, and assigns, covenants and declares that the Protected Structure shall be, and hereby is, bound by and made subject, in perpetuity, to the covenants, obligations, and restrictions in this Declaration, including without limitation the following:

2.1 Cleaning, sealing, repainting, restaining, minor repair, minor replacement, and other typical and routine maintenance (collectively "Routine Maintenance") of the Protected Structure may be performed, provided that there is no change in the materials, design, color, appearance, or other feature of the exterior portion of the Protected Structure that is identified as a "Protected Façade" on the diagram dated July 22, 2026, prepared by North American Land Trust, identifying the applicable building faces of the Protected Structure, attached hereto as Exhibit "C" (hereinafter a "Protected Façade"), which Protected Façade is further depicted in the photographs contained in the Baseline Documentation. Minor repair and replacement shall include: patching of stucco, replacement of singular wooden eave brackets, replacement of singular window sill, patching of roof, or other small area repairs and replacements consistent with the preservation of

the Protected Façade, as described in the foregoing. Routine Maintenance shall not require prior approval of the Trust.

2.2 No construction, reconstruction, modification, improvement, repair, replacement, renovation, addition, or rebuilding, except for Routine Maintenance as defined above (individually or collectively an "Alteration"), shall be made of or to the Protected Structure unless: (a) the Alteration complies with the covenants and restrictions in this Declaration, and (b) the prior written consent of Trust has been obtained.

2.3 No Alteration of the Protected Structure, or portion thereof, shall have any material adverse effect on the structural soundness of the Protected Structure. No construction on the Property of any other permitted structure shall extend above the roofline in a manner that interrupts the silhouette of the cupola as viewed from U.S. Route 1 and from Brandywine Battlefield Park (hereinafter the "Protected Viewshed").

2.4 An Alteration that results in a material change to the aesthetic features of the Protected Façade, but not the structural design, such as the modification of the materials, pattern, color, or other aesthetic feature of any Protected Façade (hereinafter the "Aesthetic Alteration"), shall only be permitted in the limited circumstance where such Aesthetic Alteration is identified by a registered architect as being reasonably necessary and the alternative being period-acceptable, as permitted by the then-current United States Secretary of the Interior's Standards for the Treatment of Historic Properties: Standards for Rehabilitation & Guidelines for Rehabilitating Historic Buildings, and is approved by Trust pursuant to the procedure contained in Section 2.6 below. No modification of, addition to, nor the removal of, the cupola and/or the wrap-around porch, except as identified by the short-term and long-term recommendations of the December 2021 Preservation Plan for Painters Folly prepared by Patterhn Ives, LLC, is permitted.

2.5 An Alteration that results in the renovation of, addition to, or otherwise modifies the structural design of the Protected Structure (hereinafter, the "Structural Alteration") to the Protected Structure shall only be permitted to be made to, or extend from, a façade of the Protected Structure that is not a Protected Façade and only if it does not violate the restrictions in any other provision of this Declaration.

2.6 Owner shall, prior to making any Alteration to the Protected Structure, request and obtain the prior written approval from the Trust that the Alteration does not violate the covenants and restrictions in this Declaration. To seek such approval Owner and Trust shall adhere to the following procedure: (a) Owner shall deliver to Trust a plan of any proposed Alteration to the Protected Structure (an "Alteration Plan") prior to commencing an Alteration; (b) Owner shall, unless Trust determines that it is not necessary, retain the services of a registered architect licensed in Pennsylvania with experience and/or specialty in historic preservation to prepare or review the Alteration Plan and to explain to the Trust in writing how the Alteration Plan complies with the requirements of this Declaration; (c) Owner shall reimburse to Trust the cost of architect's services and reasonable expenses if Trust finds it necessary to have its own architect review the Alteration Plan; (d) Trust's decision on a request for approval of an Alteration Plan shall be made and communicated to the Owner within forty-five (45) days after the Alteration Plan is delivered to

Trust. Notwithstanding the foregoing, Owner may perform temporary Alteration work to the Protected Structure without prior notice to the Trust due to an emergent condition which presents a danger to public safety or the Protected Structure itself, including, without limitation, Alteration work necessary to prevent additional damage following a fire, natural disaster, casualty, or other emergent condition; provided, that Owner shall provide the Trust with written notice of such emergency Alterations, the details thereof, and an estimate of further work that may be required to remediate such emergent condition(s) within fourteen (14) days of the commencement of the same.

2.7 An Alteration Plan shall include the following unless Trust determines such information is not necessary to its determination: (a) architectural drawings and maps showing the proposed Alteration by elevation appearance, location, height, dimensions, floor plan, colors, materials, and gross floor area; (b) existing elevation contours and any proposed changes in grade; (c) existing vegetation and trees and any proposed vegetation and tree removal and the location of any required landscaping; and (d) builder's specifications sheet detailing exterior materials and finishes and including manufacturer's name and, where applicable, color identification code; and (d) such other information as Trust may reasonably request.

2.8 Owner agrees to keep and maintain insurance covering loss to or of the Protected Structure, or any portion thereof, by fire or other casualty in an amount that is intended to be sufficient to pay the full replacement cost of the Protected Structure. Owner shall provide proof that such insurance is being maintained at any time to Trust upon written request. In the event that the Protected Structure, or portion thereof, is damaged or destroyed by fire or other casualty not intentionally caused by Owner and the proceeds of the fire and casualty insurance policies insuring the Protected Structure are less than seventy-five percent (75%) of the cost to restore the Protected Structure, or portion thereof, in all material respects to its exterior appearance and design as of the date of this Declaration, then Owner may, with the prior written consent of Trust, which consent shall not be unreasonably withheld, and after not less than three (3) years of good faith seeking by Owner of grants, funds, donations, or other sources of funding to restore the Protected Structure, or portion thereof, which must be evidenced by Owner to the satisfaction of the Trust, demolish, remove or raze the Protected Structure, or portion thereof, and, in such event, the destroyed Protected Structure, or portion thereof, shall be released from the burden of this Declaration. If, however, the Protected Structure, or portion thereof, is damaged or destroyed by fire or other casualty and consent of the Trust to demolish, remove or raze the Protected Structure, or portion thereof, is either not sought by Owner or not given by Trust then the Protected Structure shall be immediately stabilized and protected to prevent further damage or loss to the Protected Structure and shall, as soon as reasonably possible, taking into account architectural, construction and governmental requirements, be restored in all material respects to its exterior appearance and design as of the date of this Declaration. The procedure above for approval of Alterations shall apply to the reconstruction after casualty.

2.9 Owner shall notify Trust prior to taking any action which may adversely affect the Protected Structure or any of the Conservation Purposes.

2.10 The prohibitions and restrictions in this Declaration shall be considered cumulative. No prohibition or restriction contained herein shall be interpreted as a limitation on the meaning, effect, interpretation or enforceability of another prohibitive or restrictive provision.

2.11 Owner's purpose in extending to Trust the right and duty to monitor compliance with this Declaration is to protect the historic value of the Protected Structure in accordance with the Conservation Purposes. This right benefits the Owner, its heirs, successors, and assigns as owners of the Property. Owner acknowledges, by executing this Declaration, for itself, its heirs, successors, and assigns, that the exercise of the approval rights herein undertaken by Trust involves the exercise of judgment and that Trust is and shall be completely free and released, by Owner, its heirs, successors, and assigns, of and from any liability, claim, cause, cost, or damage (collectively, a "Liability") arising from the good faith exercise of its judgment or any other act (including the failure to act) or omission taken under this Declaration. The Owner, its heirs, successors, and assigns and, without limitation, each and every present or future legal or equitable owner, does hereby release, discharge and hold harmless the Trust from and against any Liability which Trust may suffer or incur or which may be threatened or initiated against Trust arising from the good faith exercise of its judgment or any other act (including the failure to act) or omission under this Declaration. Owner hereby waives, for Owner, and Owner's heirs, successors, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Trust in any litigation or other legal action arising from a dispute over Trust's exercise of its rights, obligations or interpretations under this Declaration and agrees that the sole remedy or legal right to seek redress arising from any decision of the Trust pursuant to this Declaration shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to the rights of Owner hereunder.

ARTICLE 3. TRUST'S COVENANTS

3.1 Trust shall have the right, without any obligation or limitation of rights, to enforce both the rights and remedies granted to it and the restrictions imposed upon Owner and the Protected Structure under this Declaration, using its best efforts and judgment. Further, Owner shall cooperate with Trust by joining in support of any action or proceeding commenced by Trust against a third-party for such purpose. In the event that any such violation is caused by a tenant, guest, employee, contractor, or invitee of Owner, Owner shall reimburse Trust for the costs of such enforcement, including without limitation court costs and attorney's fees.

3.2 If at any time Trust or any successor or assignee is unable to enforce this Declaration in full or unreasonably fails to do so, or if Trust or any successor or assignee ceases to exist or ceases to be a "holder" (as defined in the Act) and if, within a reasonable period of time after the occurrence of any of these events, Trust or any successor or assignee fails to assign all of its rights and responsibilities under this Declaration to a "qualified organization" and "holder", then the rights and responsibilities under this Declaration shall become vested in and fall upon another qualified organization in accordance with the order of any court of competent jurisdiction.

3.3 Notwithstanding the foregoing or anything else in this Declaration to the contrary, Trust and its successors and assigns shall have the right to assign, either wholly or partially, its right, title, and interest hereunder provided that the assignee is a "qualified organization" under the Code and provided that the assignee shall hold the easement exclusively for the Conservation Purposes. The term "Trust" as used in this Declaration shall mean the above-named Trust and any of its successors and assigns during such period as any such entity is the holder of the rights granted to the Trust in this Declaration.

ARTICLE 4 REMEDIES AND ENFORCEMENT

4.1 Trust shall have the right to enforce by proceedings at law or in equity each and every one of the covenants and restrictions set forth in this Declaration. The foregoing shall not limit any of the rights or remedies available to Trust as specifically set forth in any law or in this Declaration.

4.2 Without limitation of any other rights of Trust in this Declaration, Trust's right of enforcement of this Declaration shall include the right to seek specific performance by Owner of the restoration of the Protected Structure to its original condition as established in the Baseline Documentation or to its condition prior to any activity that violates this Declaration or as otherwise may be necessary to remedy any violation of any easement, covenant, prohibition or restriction in this Declaration, as Trust may elect.

4.3 The covenants, rights, obligations, and restrictions granted to Trust under this Declaration may only be enforced by the Trust and its respective successors and assigns and no third party beneficiary rights, including but not limited to third party rights of enforcement by the general public, are created by this Declaration.

4.4 In the event that a violation of this Declaration by Owner has occurred and Trust provides notice to Owner of the Trust's intent to enforce this Declaration, then and in such event, all reasonable expenses incurred by Trust in relation to such violation shall be charged to and paid by the Owner, including reasonable attorneys' fees regardless of whether litigation is commenced. All such expenses, together with costs of collection (including reasonable attorneys' fees) shall be recoverable by Trust against Owner and shall also be liens upon the Property and Protected Structure and collection thereof may be enforced by foreclosure and sale of the Property.

4.5 Should Owner or anyone acting by, through, under or on behalf of Owner, commence litigation against Trust to enforce any rights hereunder or to dispute any actions or inaction of the Trust, to enforce any alleged duty or obligation of Trust hereunder or to seek damages or specific performance against the Trust then, unless Trust is finally determined by a court of competent jurisdiction, beyond right of appeal, to have acted in bad faith and contrary to the terms of this Declaration, then the party commencing such litigation shall reimburse Trust on demand for all costs and expenses, including attorney's fees, reasonably incurred by Trust in its defense in such litigation.

4.6 The failure of Trust to exercise any of its rights under this Declaration on any occasion shall not be deemed a waiver of said rights and Trust retains the right in perpetuity to require full compliance by Owner of the covenants and restrictions in this Declaration.

4.7 Trust's remedies described in this Declaration shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter available or existing at law or in equity.

ARTICLE 5. GENERAL PROVISIONS

5.1 This Declaration gives rise to a real property right and interest immediately vested in Trust. For purposes of this Declaration, the fair market value of Trust's right and interest shall be equal to the difference between (a) the fair market value of the Protected Structure as if not burdened by this Declaration and (b) the fair market value of the Property burdened by this Declaration based upon a Qualified Appraisal as defined in 26 C.F.R. 1.170 A013(c)(3) ("Qualified Appraisal").

5.2 The parties recognize the historic values of the Protected Structure and have the common purpose of preserving these values. Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed in favor of the grant to effect the Conservation Purposes and the policies and purposes of Trust. If any provision in this Declaration is found to be ambiguous, an interpretation consistent with the Conservation Purposes that would render the provision valid should be favored over any interpretation that would render it invalid. If any provision of this Declaration is determined by final judgment of a court having competent jurisdiction to be invalid, such determination shall not have the effect of rendering the remaining provisions of this Declaration invalid. The parties intend that this Declaration, which is by nature and character primarily prohibitive (in that the Owner has restricted and limited the rights inherent in ownership of the Protected Structure), shall be construed at all times and by all parties to effectuate the Conservation Purposes.

5.3 Owner covenants and agrees that Owner is hereby obligated to maintain and repair the Protected Structure at all times in good, well-kept, and well-preserved condition, including without limitation Routine Maintenance and, when necessary, Alterations, and that Owner shall not cause or willingly permit any construction, alteration, remodeling, decoration, dismantling, destruction, abandonment, deferral of maintenance or repairs, or other activity (including failure to perform routine maintenance and/or repairs by Owner) which would constitute demolition by neglect.

5.4 Owner covenants and agrees to indemnify, defend and hold harmless Trust, its directors, officers and employees and volunteers from and against any loss, cost (including reasonable attorneys' fees), liability, penalty, fine, and damage, of any kind or nature whatsoever, which any of them may suffer or incur and which is commenced or threatened against any of them arising from violation of any law involving the Protected Structure, any breach of covenants and restrictions in this Declaration, taxes and assessment upon the Protected Structure, any death or injury to any person occurring on or about the Protected Structure or any loss or damage to any

property occurring on or about the Protected Structure; provided, however, that Owner shall have no obligation to indemnify Trust against loss, cost, liability, claim, penalty, fine or damage which results solely from Trust's own acts, which are finally determined by a court to have been the result of gross negligence or willful misconduct or which results entirely from an event or condition arising after Owner is no longer the legal or equitable owner, or in possession, of the Protected Structure or any part thereof. Without limitation of anything herein to the contrary, Owner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operations, upkeep, and maintenance of the Protected Structure, including the general liability insurance coverage and compliance with law.

5.5 Owner shall continue to pay all taxes, levies and assessments and other governmental or municipal charges which may become a lien on the Protected Structure, including any taxes or levies imposed to make those payments.

5.6 It is the intention of the parties that no change in conditions, including for example but not for limitation of the foregoing changes in the use of properties adjoining or in the vicinity of the Protected Structure will at any time or in any event result in the extinguishment of any of the covenants, restrictions or easements contained in this Declaration. If, however, notwithstanding the foregoing intention, a change in conditions gives rise to the extinguishment of this Declaration or a material term or provision hereof by judicial proceeding Trust, except the terms related to the Protected Viewshed, on any subsequent sale, exchange or involuntary conversion of the Protected Structure, shall be entitled to a portion of the proceeds of sale equal to the greater of: (a) the Fair Market Value of this Easement (hereinafter defined) on or about the date of this Declaration; (b) Trust's Proportionate Share (hereinafter defined) of the proceeds of sale, exchange or involuntary conversion of the Protected Structure; and (c) the full proceeds of this Declaration sale, exchange or involuntary conversion, without regard to contrary terms of this Declaration, if state law provides that Trust is entitled to the full proceeds. "Fair Market Value of this Easement" shall mean the difference between (i) the fair market value of the Protected Structure as if not burdened by this Declaration and (ii) the fair market value of the Protected Structure burdened by this Declaration based upon a Qualified Appraisal. "Trust's Proportionate Share" shall mean the fraction derived from (x) the fair market value of this Declaration on or about the date hereof, as a numerator, and (y) the fair market value of the Protected Structure if not burdened by this Declaration, on or about the date hereof, as a denominator. "Proceeds of sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of, the Protected Structure minus the actual bona fide expenses of such transaction. All such proceeds received by Trust shall be used in a manner consistent with the purposes of this grant.

5.7 Whenever all or part of the Protected Structure is taken by exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Declaration, the Owner and Trust 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 Trust, including reasonable attorneys' fees, in any such action shall be paid out of the recovered proceeds. Trust shall be entitled to Trust's Proportionate Share of the recovered proceeds and shall use such proceeds in a manner consistent with the

purposes of this grant. The respective rights of the Owner and Trust set forth in Section 5.6 and this Section 5.7 shall be in addition to and not in limitation of, any rights they may have in common law with respect to a modification or termination of this Declaration by reason of changed conditions or the exercise of powers of eminent domain as aforesaid.

5.8 This Declaration and all of the covenants, indemnifications, releases, easements and restrictions set forth in this Declaration shall run with the land and be binding upon Owner and Owner's heirs and assigns, unless otherwise expressly provided in this Declaration. The term "Owner" used in this Declaration shall mean and include the above-named Owner and any of Owner's heirs, successors, and/or assigns that are the legal owners of the Protected Structure or any part thereof. The term "Trust" used in this Declaration shall mean and include the above-named Trust and any of its successors and assigns, it being understood and agreed that any assignee of the rights of Trust hereunder must be a "qualified organization" as defined in Section 170 (h) of the Code, as amended, and shall carry out the obligations of Trust and the intent of this Declaration.

5.9 Owner shall be and remain liable for any violation of this Declaration only if such violation occurs during such time as Owner is the legal owner of the Protected Structure.

5.10 All mortgages, deeds of trust and other liens or encumbrances upon all or any part of the Protected Structure which either come into existence or are recorded in the place for the recording of such liens or encumbrances after the date of this Declaration will be subject to and subordinate to this Declaration.

5.11 Nothing in this Declaration shall limit the right of Owner, his heirs or assigns to grant or convey the Protected Structure to a subsequent owner, provided that any such grant or conveyance shall be under and subject to this Declaration. Owner shall notify Trust in writing of any sale, transfer, lease or other disposition of the Protected Structure whether by operation of law or otherwise, at least thirty (30) days after such disposition, such notice shall include a copy of the deed, lease or other declaration of transfer, the date of transfer, and the name or names and addresses for notices of the transferee.

5.12 Nothing in this Declaration shall be construed as giving rise to any right or ability of Trust to exercise physical or managerial control over day-to-day operations of the Protected Structure, or any of the Owner's activities on the Protected Structure, or otherwise to become an operator with respect to the Protected Structure within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

5.13 Notwithstanding provisions hereof to the contrary, if any, Owner shall be solely responsible for complying with all federal, state and local laws and regulations in connection with the conduct of any use of the Protected Structure, and Owner shall be solely responsible for obtaining any required permits, approvals and consents from the relevant governmental authorities in connection therewith.

5.14 All notices required of Owner under the terms of this Declaration, and all requests for the consent or approval of Trust, shall be in writing shall be deemed to have been given when either served personally or sent by certified mail, with return receipt requested and postage prepaid, addressed to Trust at the address set forth on the first page of this Declaration or such other address provided by notice from Trust or Owner to the other for the purpose.

5.15 Owner and Trust recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Declaration. To this end, Trust and the legal owner or owners of the Protected Structure, may, if they mutually agree in their sole discretion, amend this Declaration in a manner which is not inconsistent with the Conservation Purposes; provided, however, that Trust shall not agree to any amendment hereto that would result in this Declaration failing to qualify as a "Conservation Easement" under the Act.

5.16 The Parties hereby acknowledge that the Property is subject to certain Grant of Conservation Easement and Declaration of Covenants which may add restrictions, covenants, and obligations in excess of those provided herein, and may otherwise impact the acts permitted herein.

5.17 By signing this Declaration, Owner acknowledges, warrants and represents to Trust that:

- a. Owner has received and fully reviewed the Baseline Documentation in its entirety.
- b. The Baseline Documentation includes, among other things: maps showing the property line, other contiguous or nearby protected areas, man-made improvements, and distinct natural features, aerial photographs of the Protected Structure and the Property.
- c. The Baseline Documentation is an accurate representation of the condition of the Protected Structure, Protected Façade, and the Property.
- d. Owner has been represented by counsel of Owner's selection, and fully understands that Owner is hereby permanently relinquishing property rights which would otherwise permit the Owner to have a fuller use and enjoyment of the Protected Structure.
- e. The undersigned individual or individuals signing as or on behalf of the Owner has all legal authority to enter into this Declaration and perform all of the obligations of the Owner hereunder, as the binding act of the Owner.
- f. Owner is seized of the Protected Structure in fee simple title. Owner has the right to grant and convey this Declaration. The Protected Structure is free and clear of any and all mortgages, other liens and encumbrances except liens for taxes not yet due and payable.

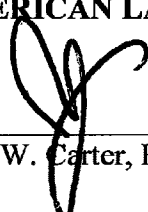
TO HAVE AND TO HOLD the easements and rights set forth in this Declaration unto Trust, its successors and assigns, for its own use and benefit forever.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Owners and Trust have executed this Declaration as of the day and year first above written:

CHADDS FORD TOWNSHIP

By: Kathleen Goodier
Name: Kathleen Goodier
Title: Vice Chair, Board of Supervisors

NORTH AMERICAN LAND TRUST

By: 
Steven W. Carter, President

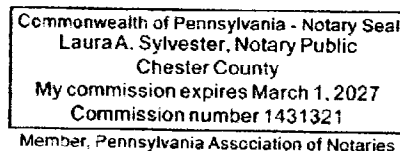
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 14th day of September 2026, before me, the undersigned notary public, personally appeared STEVEN W. CARTER, who acknowledged himself to be the PRESIDENT of NORTH AMERICAN LAND TRUST, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself as such President.

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


NOTARY PUBLIC Laura A. Sylvester

MY COMMISSION EXPIRES: 03/01/2027



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DELAWARE :

On this, the 9th day of SEPT., 2026, before me, the undersigned notary public, personally appeared KATHLEEN GOODYER, who acknowledged herself/himself to be the VICE CHAIR of the TOWNSHIP OF CHADDS FORD, and that she/he being the holder of such office, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such municipal government by herself/himself in such official capacity.

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


NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/5/29

Commonwealth of Pennsylvania - Notary Seal
MAUREEN A CZACHOROWSKI - Notary Public
Delaware County
My Commission Expires December 5, 2029
Commission Number 1014013

EXHIBIT A**Legal Description**

Tax Parcel: 04-00-00044-00

Chadds Ford Township, Delaware County, Pennsylvania

Inland Project No. 12824

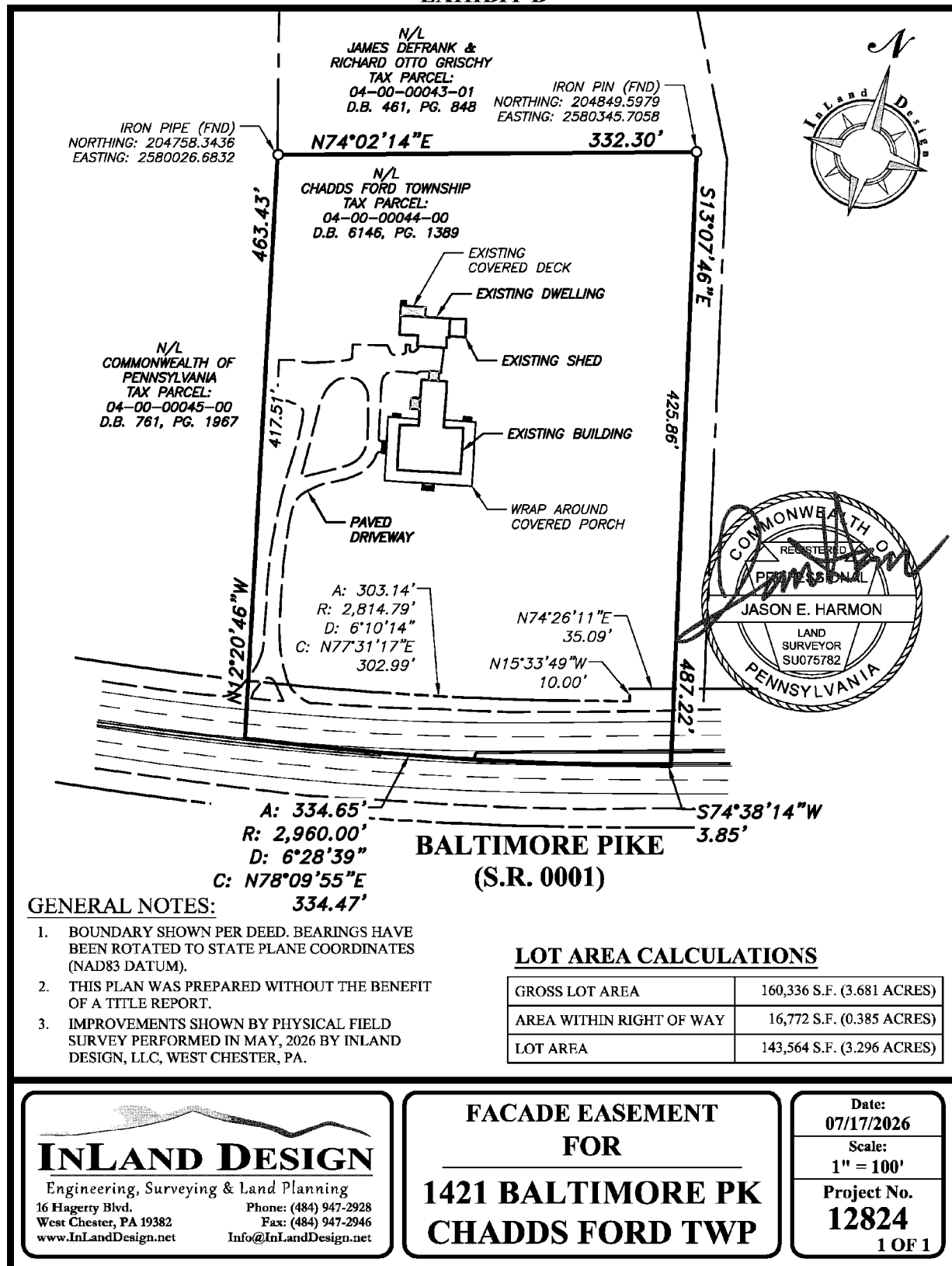
July 17, 2026

ALL THAT CERTAIN parcel of land **SITUATE** in Chadds Ford Township, Delaware County, Pennsylvania, bounded and described according to a Conservation Easement Exhibit for 1421 Baltimore Pike, dated July 17, 2026, prepared by Inland Design, West Chester, Pennsylvania, and being more fully described as follows:

BEGINNING at a point in the bed of Baltimore Pike (S.R. 0001), said point being the common corner with lands of James DeFrank & Richard Otto Grischy (Tax Parcel: 04-00-00043-01), continuing through the bed of Baltimore Pike the 2 following courses; thence South 74 degrees 38 minutes 14 seconds West 3.85 Feet to a point; thence along an arc curving to the right having a radius of 2,960.00 Feet an arc distance of 334.65 Feet (chord bearing South 78 degrees 9 minutes 55 seconds West, a distance of 334.47 Feet) to a point and common corner with lands of Commonwealth of Pennsylvania (Tax Parcel: 04-00-00045-00), leaving said road and continuing along said lands the 1 following course; thence North 12 degrees 20 minutes 46 seconds West 463.43 Feet to a iron pipe and common corner with lands of James DeFrank & Richard Otto Grischy (Tax Parcel: 04-00-00043-01), continuing along said lands the 2 following courses; thence North 74 degrees 2 minutes 14 seconds East 332.30 Feet to a iron pin; thence South 13 degrees 7 minutes 46 seconds East 487.22 Feet to a point and place of beginning.

CONTAINING 160,336 Square Feet of land, more or less.

BEING Tax Parcel 04-00-00044-00 on the aforementioned plan.

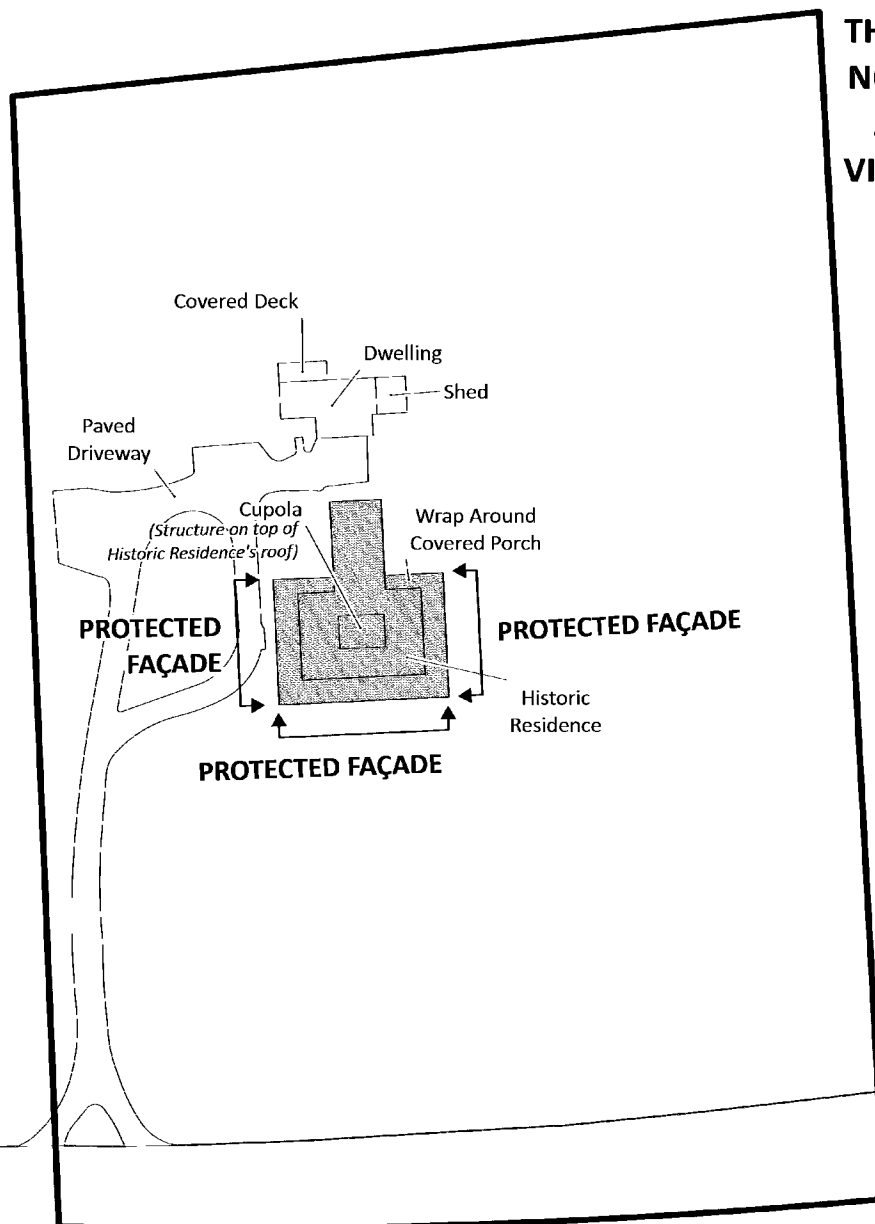
EXHIBIT B



PAINTER'S FOLLY FACADE EASEMENT
DELAWARE COUNTY, PENNSYLVANIA

EXHIBIT C

**THIS EXHIBIT IS
NOT A SURVEY
AND IS FOR
VISUALIZATION
ONLY.**



Protected Structure



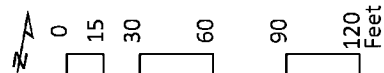
Protected Façade



Property
3.681 acres (3.296 outside R.O.W.)

NOTES:

- Property and existing improvements/Protected Structure via survey by Inland Design, West Chester, PA, dated 7/17/2026.



Prepared by:

Name: Scott C. Denlinger, Esquire
Address: Wisler Pearlstine, LLP
460 Norristown Road, Suite 110
Blue Bell, PA 19422-2323
Telephone: 610-825-8400

Return to:

Name: North American Land Trust
Address: 100 Hickory Hill Road
Chadds Ford, PA 19317

Tax parcel(s): 04-00-00044-00

Grant of Conservation Easement and Declaration of Covenants

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS (this "Grant") dated as of September 9, 2026 (the "Easement Date") is by and between CHADDS FORD TOWNSHIP (the "undersigned Owner") and NORTH AMERICAN LAND TRUST, a Pennsylvania non-profit (the "Holder").

Article 1. Background; Grant to Holder

1.01 Property

The undersigned Owner is the sole owner in fee simple of the property described in Exhibit A (the "Property"). The Property is also described as:

Street address:	1421 Baltimore Pike	County:	Delaware
Municipality:	Chadds Ford Township	State:	Pennsylvania
Parcel identifier:	04-00-00044-00	Acreage:	3.681

1.02 Easement; Covenants

(a) Easement. By this Grant, the undersigned Owner declares, grants, and conveys to Holder an unconditional and perpetual easement upon the area graphically depicted in the drawing provided by InLand Design dated June 29, 2026 and attached hereto as Exhibit B for the purpose of advancing the Conservation Objectives described below (that easement, the "Conservation Easement"). The Conservation Easement empowers Holder to block activities, uses, and Improvements inconsistent with the Conservation Objectives. Article 6 more fully describes the rights this Grant vests in Holder. Owner and Holder recognize that, simultaneously with the recording of this Grant, the parties will record a Declaration of Conservation and Façade Easement (the "Façade Easement").

(b) **Owner Covenants.** By this Grant, the undersigned Owner, in furtherance of the Conservation Objectives, establishes covenants binding upon Owner's interest in the Property, which are set forth throughout this Grant.

(c) **Holder Covenants.** By this Grant, Holder accepts the Conservation Easement and, in furtherance of the Conservation Objectives, establishes covenants binding upon Holder's easement interest in the Property, which are set forth throughout this Grant.

1.03 Easement Plan

Attached as Exhibit C is a graphic depiction of the Property (the "Easement Plan") showing, among other details, the location of one or more of the following areas – the Highest Protection Area, the Standard Protection Area, and the Minimal Protection Area.

1.04 Conservation Objectives

The resource-specific, area-specific, and other purposes of the Conservation Easement (collectively, the "Conservation Objectives") are specified in this Grant and generally described as follows:

(a) Resource-Specific

- (1) **Water Resources.** To maintain and improve the quality of water resources, both surface and groundwater, within, around, and downstream of the Property.
- (2) **Biological Resources.** To protect and improve the quality of natural habitat for animals, plants, fungi, and other organisms, particularly Native Species.
- (3) **Soil Resources.** To prevent the loss and depletion of soil on the Property.
- (4) **Scenic Resources.** To protect scenic views of the Property visible from public rights-of-way and other public access points outside the Property. Specifically, this Grant shall protect scenic views of the Property as seen from U.S. Route 1 and from the Brandywine Battlefield Park.
- (5) **Ecosystem Services.** To absorb within the Property rainwater that otherwise might cause erosion and flooding downstream of the Property; to sequester carbon in plants and soil to mitigate rising atmospheric carbon levels; and to support other healthy ecosystem processes.
- (6) **Historic and Cultural Resources.** To protect and maintain the significant historical and cultural legacy of the Property and certain Improvements located thereon.

(b) Area-Specific

- (1) **Highest Protection Area.** To protect and enhance the richness of biodiversity and natural habitat.
- (2) **Standard Protection Area.** To promote good stewardship of the land, the Sustainable production of Forestry or Agricultural goods, and other Sustainable open space activities.
- (3) **Minimal Protection Area.** To accommodate, subject to moderate constraints, a wide variety of activities, uses, and Improvements, confining them to the Minimal Protection Area where they will not be detrimental to the achievement of other Conservation Objectives.

1.05 Baseline Documentation

As of the Easement Date, the undersigned Owner and Holder have signed an acknowledgment of the accuracy of the report (the "Baseline Documentation") to be kept on file at the principal office of Holder. The Baseline Documentation contains an original, full-size version of the Easement Plan and other information sufficient to identify on the ground the protection areas identified in this Article; describes Existing Improvements; identifies the conservation resources of the Property described in the Conservation Objectives; and includes, among other information, photographs depicting existing conditions of the Property as of the Easement Date.

1.06 Defined Terms

Initially capitalized terms not defined in the body of this Grant are defined in Article 9. In the event of conflict between terms defined in the body of this Grant and those defined in Article 9, the terms defined in the body of this Grant shall prevail.

1.07 Federal Tax Items

The provisions of this Section supplement and, to the extent of an inconsistency, supersede provisions set forth elsewhere in this Grant.

(a) Qualified Conservation Contribution. The undersigned Owner or Owners intend this grant of Conservation Easement, a transfer of a partial interest in real estate, to qualify as a qualified conservation contribution (as defined under §170(h)(1) of the Code). If the Conservation Easement is transferred to any Person, that Person must commit to hold it exclusively for conservation purposes as defined in the Regulations.

(b) Conservation Purposes. The undersigned Owner or Owners have granted the Conservation Easement exclusively for conservation purposes (as defined in §1.170A-14(d) of the Regulations). The applicable conservation purposes are described by the Conservation Objectives and supported by the binding covenants established by this Grant. The Baseline Documentation may identify other information supporting the achievement of the conservation purposes.

(c) Mineral Interests. The undersigned Owner or Owners represent that no Person has retained a qualified mineral interest in the Property of a nature that would disqualify the Conservation Easement for purposes of §1.170A-14(g)(4) of the Regulations. From and after the Easement Date, the grant of such an interest is prohibited, and Holder has the right to prohibit the exercise of such a right or interest if granted in violation of this provision.

(d) Notice Required Under Regulations. To the extent required for compliance with §1.170A-14(g)(5)(ii) of the Regulations, and only to the extent such activity is not otherwise subject to Review under this Grant, Owners agree to notify Holder before exercising reserved rights that may have an adverse impact on the conservation interests associated with the Property.

(e) Extinguishment. In accordance with §1.170A-14(g)(6) of the Regulations, the undersigned Owner or Owners agree that (1) the grant of the Conservation Easement gives rise to a real estate right, immediately vested in Holder, that entitles Holder to compensation upon extinguishment of the easement; and (2) extinguishment for unexpected changes that make impossible or impractical the continued use of the Property for conservation purposes (as defined in the Regulations) and/or the Conservation Objectives, defined above, of this Grant can only be accomplished by judicial proceedings.

The fair market value of the right is to be determined in accordance with the Regulations; i.e., it is at least equal to the proportionate value that the Conservation Easement as of the Easement Date bears to the value of the Property as a whole as of the Easement Date (the "Proportionate Value"). If the Proportionate Value exceeds the compensation otherwise payable to Holder under this Grant or Applicable Law, Holder is entitled to payment of the Proportionate Value. Holder must use funds received on account of the Proportionate Value for conservation purposes (as defined in the Regulations).

(f) Acknowledgment of Donation. Except for such monetary consideration (if any) as is set forth in this Article, Holder acknowledges that no goods or services were delivered to the undersigned Owner or Owners in consideration for this Grant.

(g) No Representation of Tax Benefits. The undersigned Owner or Owners represent, warrant, and covenant to Holder that:

- (1) The undersigned Owner or Owners have not relied upon information or analyses furnished by Holder with respect to either the availability, amount, or effect of a deduction, credit, or other benefit to Owners under Applicable Law; or the value of the Conservation Easement or the Property.
- (2) The undersigned Owner or Owners have relied solely upon their own judgment and/or professional advice furnished by the appraiser and legal, financial, and accounting professionals engaged by the undersigned Owner or Owners. If a Person providing services in connection with this Grant or the Property was recommended by Holder, the undersigned Owner or Owners acknowledge that Holder is not responsible in any way for the performance of services by these Persons.
- (3) This Grant is not conditioned upon the availability or amount of a deduction, credit, or other benefit under Applicable Law.

1.08 Beneficiaries

No third-party Beneficiary is identified in this Grant.

1.09 Consideration

The undersigned Owner or Owners acknowledge receipt, as of the Easement Date, of the sum of \$1.00 in consideration of this Grant, as well as all good and valuable consideration provided in this Grant, including without limitation the mutual covenants and promises herein contained.

1.10 Superior to All Liens

The undersigned Owner or Owners warrant to Holder that the Property is, as of the Easement Date, free and clear of all Liens or, if it is not, that Owners have obtained and recorded in the Public Records the legally binding subordination of the Liens affecting the Property as of the Easement Date.

Article 2. Transfer; Subdivision

2.01 Prohibitions

All of the following are prohibited except as set expressly forth in this Grant:

- (a) **Transfer of Portion of Property.** Transfer of ownership, possession, or use of a portion of the Property, including subsurface portions of the Property, independent of the remainder of the Property.
- (b) **Subdivision.** Change in the boundary of a Lot or other Subdivision of the Property.
- (c) **Transfer of Density.** Use of open space area protected under this Grant to increase (above limits otherwise permitted under Applicable Law) allowable density or intensity of development within other portions of the Property or outside the Property.
- (d) **Transfer of Rights.** Transfer of development rights or other rights granted or allocated to the Property in support of development outside the Property.

2.02 Permitted

The following actions are permitted:

- (a) **Transfer of Rights of Possession or Use.** Subject to Review, transfer of possession or use (but not including ownership) of one or more portions of the Property, including subsurface portions of the Property, for purposes permitted under, and subject to compliance with, the terms of this Grant. Leases of space within Improvements are not subject to Review.
- (b) **Commitments Regarding Resource Management Practices.** Commitments to implement resource management practices consistent with Conservation Objectives and otherwise permitted under this Grant together with the transfer of rights, credits, or offsets (for example, carbon or nutrient credits) arising from or related to such commitments.

2.03 Requirements

- (a) **Amendment.** Holder may require Owner to execute an Amendment of this Grant to reflect a change to the description of the Property set forth in Exhibit A or the description of the easement areas set forth in Exhibit B or other changes and allocations resulting from condemnation or other permitted Property boundary modifications (if any) that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

Article 3. Highest Protection Area

3.01 Improvements

Improvements within the Highest Protection Area are prohibited except as permitted below in this Article.

- (a) **Existing Improvements.** Existing Improvements may be maintained, repaired, and replaced in their existing locations, unless otherwise stated in this Grant. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.
- (b) **Existing Servitudes.** Improvements that Owners are required to allow because of an Existing Servitude are permitted.
- (c) **Additional Improvements.** The following Additional Improvements are permitted:
 - (1) Fences, walls, and gates, not to exceed five (5) feet in Height or such greater Height as is approved by Holder after Review.

- (2) Signs; however, signs other than Regulatory Signs are limited to a maximum of eight (8) square feet per sign and a total of thirty-two (32) square feet for the entire Property. In addition, the undersigned Owner shall be permitted to apply for, and if approved by the Pennsylvania Historical and Museum Commission ("PHMC"), to install a Pennsylvania Historical Marker on or adjacent to the Property, the placement, design, size, and installation of which shall be consistent with PHMC standards and shall not require further Holder approval beyond notification. Any such PHMC signage shall not be deducted from the otherwise permitted sign area for the Property.
- (3) Habitat enhancement devices such as birdhouses and bat houses.
- (4) Trails covered (if at all) by wood chips, gravel, or other highly porous surface.
- (5) Subject to Review, footbridges, stream crossing structures, and stream access structures.
- (6) Tree stands and blinds for hunting or nature study. Tree stands and blinds to remain in place for more than a season are subject to Review.
- (7) Subject to Review, Access Drives and Utility Improvements to service Improvements within the Property but only if there is no other reasonably feasible means to provide access and utility services to the Property.

3.02 Activities and Uses

Activities and uses within the Highest Protection Area are prohibited except as permitted below in this Article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives.
- No Invasive Species are introduced.

(a) Existing Servitudes. Activities and uses that Owners are required to allow because of an Existing Servitude are permitted.

(b) Resource Management and Disturbance. The following activities and uses are permitted:

- (1) Cutting trees, Construction, or other disturbance of resources to the extent reasonably prudent to remove, mitigate, or warn against an unreasonable risk of harm to the Property, the health of Native Species on or about the Property, or Persons or their belongings. Owners must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.
- (2) Except within Wet Areas, cutting or removing trees, standing or fallen, but only if the aggregate inside bark diameter of stumps (one foot above ground on the uphill side) does not exceed 200 inches per year. Prior to engaging in such tree cutting or removing, a measurement of each tree to be cut or removed shall be provided to Holder in writing.
- (3) Planting, transplanting, and maintaining Native Species.
- (4) In addition to the activities listed above but subject to Review, management of plants, animals, and fungi for the purpose of enriching biodiversity and

improving ecosystem health, conducted in accordance with a Resource Management Plan or other plan satisfactory to Holder.

- (5) Construction of permitted Improvements with prompt restoration of soil and vegetation disturbed by such activity.
- (6) Vehicular use in the case of emergency and in connection with activities or uses permitted under this Subsection.
- (7) Application of manure and plant material, both well composted, and, subject to compliance with manufacturer's recommendations, other substances to promote the health and growth of vegetation. (These permitted substances do not include sludge, biosolids, septic system effluent, and related substances.)
- (8) Piling of brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within the Highest Protection Area.
- (9) Subject to Review, other activities that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of Conservation Objectives and are conducted in accordance with the Resource Management Plan or other plan satisfactory to Holder.

(c) **Recreation and Education.** Recreational, educational, and scientific research activities are permitted that do not require Improvements other than trails and do not materially and adversely affect maintenance or attainment of Conservation Objectives such as the following: (1) walking, horseback riding on trails, manual cycling (i.e. no motorized or electric-powered bikes) on trails, cross-country skiing, bird watching, nature study, fishing, and hunting; and (2) wildlife research consistent with and in furtherance of the Conservation Objectives. Vehicular use is not permitted in connection with the activities permitted under this subsection unless Holder approves the use after Review.

Article 4. Standard Protection Area

4.01 Improvements

Improvements within the Standard Protection Area are prohibited except as permitted below in this article.

(a) **Permitted Under Preceding Article.** Improvements permitted under the preceding article are permitted in the Standard Protection Area.

(b) **Additional Improvements.** The following Additional Improvements are permitted:

- (1) Agricultural Improvements with prior approval by Holder and so long as such Agricultural Improvements comply with all applicable zoning and planning laws and regulations.
- (2) Site Improvements reasonably required for activities and uses permitted within the Standard Protection Area.
- (3) Subject to Review, Site Improvements servicing other areas of the Property, if not reasonably feasible to install entirely within Minimal Protection Area.
- (4) Site Improvements servicing activities, uses, or Improvements not within the Property that Holder, without any obligation to do so, approves after Review.

- (5) Subject to Review, Improvements for generating and transmitting Renewable Energy that Holder, without any obligation to do so, approves after Review.

(c) Impervious Coverage Limitations. Total Impervious Coverage, including that of both Existing and Additional Improvements must not exceed 20% of the lot. This limitation is subject to the following supplemental limitations and exceptions:

- (1) Subject to Review, Holder may adjust Impervious Coverage limits to accommodate specific Agricultural Improvements intended to improve the production of soil grown crops without damaging soils or harming water quality (for example, well-designed and situated high tunnels).
- (2) Subject to Review, Holder may adjust Impervious Coverage limits to account for the lesser impact of specific Improvements designed to reduce environmental harm caused by Impervious Coverage.

(d) Access Drive Limitations. Unless otherwise approved by Holder after Review, Access Drives (both Existing Improvements and Additional Improvements) are limited to 800 feet in length and a driving surface not to exceed 14 feet in width.

(e) Height Limitations. The Height of Additional Improvements permitted under this or the following Article must not exceed 40 feet. This limitation is subject to the following supplemental limitations and exceptions:

- (1) Fences, walls, and gates remain limited as in the Highest Protection Area.
- (2) Improvements for recreational and other (non-Agricultural and non-Forestry) open space activities must not exceed 13.5 (nine if not noted otherwise) feet in Height.
- (3) Subject to Review, Holder may adjust Height limitations for specific Improvements requiring a greater Height to be functional (for example, Agricultural silos or Renewable Energy structures, where permitted).

(f) Other Limitations on Additional Improvements. Additional Improvements permitted within the Standard Protection Area are further limited as follows:

- (1) Signs remain limited as in the Highest Protection Area.
- (2) Utility Improvements must be underground or, subject to Review, may be aboveground where not reasonably feasible to be installed underground.
- (3) The following Improvements are not permitted unless Holder, without any obligation to do so, approves after Review: exterior storage tanks for petroleum or other hazardous or toxic substances (other than reasonable amounts of fuel for activities and uses within the Property permitted under this Grant).

4.02 Activities and Uses

Activities and uses within the Standard Protection Area are prohibited except as permitted below in this Article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives.
- No Invasive Species are introduced.

(a) Permitted Under Preceding Article. Activities and uses permitted under the preceding article are permitted within the Standard Protection Area.

(b) Agriculture. Sustainable Agriculture that maintains continuous vegetative cover and, if conducted in accordance with a Soil Conservation Plan furnished to Holder, Sustainable Agriculture that does not maintain continuous vegetative cover are permitted. In either case, the limitations set forth below apply:

- (1) Within Wet Areas, Agriculture is prohibited unless approved after Review; within fifteen (15) feet of water's edge, Agriculture is prohibited.
- (2) Within Steep Slope Areas, the Soil Conservation Plan is subject to Review.
- (3) Animal operations must be conducted in conformance with a nutrient management plan or manure management plan furnished to Holder and meeting the requirements of Applicable Law; concentrated animal operations, as defined by Applicable Law as of the Easement Date, are prohibited.
- (4) Agricultural uses that involve removal of soil from the Property (such as sod farming and ball-and-burlap nursery uses) are permitted only if conducted in accordance with a Resource Management Plan approved by Holder after Review that provides for, among other features, a soil replenishment program that will qualify the activity as a Sustainable Agricultural use.
- (5) Woodland Areas must not be used for or converted to Agricultural uses unless Holder, without any obligation to do so, approves after Review.

(c) Forestry. Sustainable Forestry is permitted in accordance with a Resource Management Plan approved after Review.

(d) Compatible Activities Related to Agriculture or Forestry. The following activities are permitted if supportive of Sustainable Agriculture or Sustainable Forestry and conducted at a low intensity compatible with the Conservation Objectives:

- (1) The storage of plant and animal products produced on the Property.
- (2) The piling or composting of the residues of plant or animal production originating on the Property for sale or subsequent Agricultural or Forestry use. No stormwater run-off therefrom shall impact the Wet Areas.
- (3) Subject to Review, sale of Agricultural or Forestry products produced on the Property.
- (4) Subject to Review, services that directly support Agricultural production or Forestry.

(e) Other Disturbance of Resources. The following activities and uses are permitted:

- (1) Subject to Review, removal or impoundment of water for activities and uses permitted within the Property but not for sale or transfer outside the Property.
- (2) Removal of vegetation and other Construction reasonably required to accommodate permitted Improvements.
- (3) Mowing, planting, and maintenance of lawn, garden, and landscaped areas.
- (4) Generation of Renewable Energy and transmission of such energy if and to the extent Improvements for that purpose are permitted under this article.
- (5) Subject to Review, disposal of sanitary sewage effluent from Improvements permitted within the Property is permitted if not reasonably feasible to confine such disposal to Minimal Protection Area.

(f) **Other Activities.** Outdoor recreational and other open-space activities are permitted that (1) are limited in time, place and intensity so as not to interfere with Conservation Objectives and (2) do not require motorized vehicles except, subject to Review, as ancillary support to the primary activity and/or for emergency response. Activities that require earth disturbance or that will result in more than a *de minimis* reduction in soil permeability are subject to Review.

Article 5. Minimal Protection Area

5.01 Improvements

Improvements within the Minimal Protection Area are prohibited except as permitted below in this article.

(a) **Permitted Under Preceding Articles.** Improvements permitted under a preceding article are permitted.

(b) **Additional Improvements.** The following Additional Improvements are permitted:

- (1) Residential Improvements.
- (2) Site Improvements servicing activities, uses, or Improvements permitted within the Property.

(c) **Limitations on Improvements.** Improvements permitted within the Minimal Protection Area are limited as follows:

- (1) Not more than one (1) Improvement(s) (whether an Existing Improvement or Additional Improvement) may contain Dwelling Units (if any) permitted under this article.
- (2) Limitations on Impervious Coverage and Access Drives set forth for the Standard Protection Area do not apply to the Minimal Protection Area.
- (3) Limitations on Height, signs, Utility Improvements, Extraction Improvements, and storage tanks applicable to the Standard Protection Area continue to apply.
- (4) The right to make reasonable ADA accessibility improvements with prior approval from Holder.

5.02 Activities and Uses

Activities and uses within the Minimal Protection Area are prohibited except as permitted below in this Article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives.
- No Invasive Species are introduced.

(a) **Permitted Under Preceding Articles.** Activities and uses permitted under the preceding Articles are permitted within the Minimal Protection Area.

(b) **Disturbance of Resources.** Disturbance of resources within the Minimal Protection Area is permitted for purposes reasonably related to activities or uses permitted within the Minimal Protection Area.

(c) **Release and Disposal**

- (1) Disposal of sanitary sewage effluent from Improvements within the Property is permitted.
- (2) Other piling of materials and non-containerized disposal of substances and materials are permitted but only if such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching outside the Minimal Protection Area; and does not otherwise adversely affect Conservation Objectives.

(d) Residential and Other Uses

- (1) Residential use is permitted in the Existing Residential Structure but limited to not more than two (2) Dwelling Units.
- (2) The Carriage House, which is a named Existing Improvement in the Baseline Documentation, may be repurposed for uses permitted in this Grant, but may not be replaced if demolished.
- (3) The right to conduct artist residency programs, exhibitions, and public events consistent with the historic artistic use of the Property and the community's stated vision, consistent with all zoning laws, including, but not limited to an owner-occupied bed and breakfast, but specifically prohibiting short-term rentals. For the purposes of this provision, the term "owner-occupied" shall mean the owner of such bed and breakfast shall reside in one of the Dwelling Units on the Property and the term "short-term rentals" shall refer to any space rented or leased, that is not part of the aforementioned bed and breakfast, for the purpose of overnight and transient lodging for a period of time less than thirty (30) days.
- (4) No construction on the Property of any other permitted Improvement, or portion thereof, shall extend above the roofline in a manner that interrupts the silhouette of the Existing Residential Structure's cupola as viewed from U.S. Route 1 and/or from Brandywine Battlefield Park (hereinafter the "Protected Viewshed").
- (5) The undersigned Owner reserves the right to use the Property for public, cultural, and educational purposes consistent with the Conservation Objectives.
- (6) An activity or use not otherwise addressed in this Article is permitted if, from vantage points outside the Minimal Protection Area, it is not distinguishable from a permitted Agricultural, Forestry, or residential use; or, if it is, Holder determines, after Review, that the activity or use is consistent with the Conservation Objectives.

Article 6. Rights and Duties of Holder and Beneficiaries

6.01 Holder Covenants

In support of the Conservation Objectives, Holder declares the following covenants binding upon its easement interest in the Property:

(a) Exercise of Powers. Holder's exercise of the powers granted to it by this Grant are intended to block activities, uses, and Improvements of the Property inconsistent with the Conservation Objectives.

(b) **Must Be Qualified Organization.** Holder must be and remain at all times a Qualified Organization and must not transfer the Conservation Easement or otherwise assign its rights or responsibilities under this Grant to a Person other than a Qualified Organization committed to upholding the Conservation Objectives.

(c) **Proceeds Used for Conservation Purposes.** Holder must use any funds received on account of the release, termination, or extinguishment of the Conservation Easement in whole or in part in furtherance of Holder's conservation purposes.

(d) **Forfeiture Remedy.** If Holder fails to abide by the covenants of this section, a Beneficiary of the Conservation Easement or the Commonwealth of Pennsylvania may petition a court of competent jurisdiction to order the Conservation Easement transferred to a Qualified Organization ready, willing, and able to abide by such covenants.

6.02 Rights and Duties of Holder

The items set forth below are both rights and duties vested in Holder by this Grant:

(a) **Enforcement.** To enter the Property to investigate a suspected, alleged, or threatened violation of the covenants and, if found, to enforce the terms of this Grant by exercising Holder's remedies in this Grant.

(b) **Inspection.** To enter and inspect the Property for compliance with the requirements of this Grant upon reasonable notice, in a reasonable manner, and at reasonable times.

(c) **Review.** To exercise rights of Review in accordance with the requirements of this article.

(d) **Interpretation.** To interpret the terms of this Grant and, at the request of Owners, furnish Holder's explanation of the application of such terms to then-existing, proposed, or reasonably foreseeable conditions within the Property.

6.03 Other Rights of Holder

The items set forth below are also rights vested in Holder by this Grant; however, Holder, in its discretion, may or may not exercise them:

(a) **Amendment.** To enter into an Amendment with Owners if Holder determines that the Amendment: (1) will not impair Holder's power, enforceable in perpetuity, to block activities, uses, and Improvements of the Property inconsistent with the Conservation Objectives; (2) will not result in a private benefit prohibited under the Code; and (3) will be consistent with Holder's policy with respect to Amendment as of the applicable date of reference.

(b) **Signs.** To install one or more signs within the Property identifying the interest of Holder or Beneficiaries in the Conservation Easement. Such signs do not reduce the number or size of signs permitted to Owners under this Grant. Signs are to be of the customary size installed by Holder or Beneficiary, as the case may be, and must be installed, if at all, in locations readable from the public right-of-way and otherwise reasonably acceptable to Owners.

(c) **Proceedings.** To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that (1) pertains to the impairment of Conservation Objectives; or (2) may result in a transfer, Improvement, or use that violates the terms of this Grant.

6.04 Review

The following provisions are incorporated into any provision of this Grant that is subject

to Review:

(a) Notice to Holder. Before Owners begin or allow an Improvement, activity, or use that is subject to Review, Owners must (1) notify Holder of the proposed change including with the notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the proposal and its potential impact on the Conservation Objectives and (2) receive Holder's approval.

(b) Notice to Owners. Upon receipt of Owners' notice, Holder must review the proposed change and notify Owners of Holder's determination to (1) accept Owners' proposal in whole or in part; (2) reject Owners' proposal in whole or in part; (3) accept Owners' proposal conditioned upon compliance with conditions imposed by Holder; or (4) reject Owners' proposal for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (3), commencement of the proposed Improvement, activity, or use constitutes acceptance by Owners of all conditions set forth in Holder's notice.

(c) Time for Review. If requested by Owners, Holder must furnish its estimate of the time required to review the proposed change and use its best efforts and due diligence to notify Owners of its determination within this time period.

(d) Standard of Review

- (1) The phrase "without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's approval is wholly discretionary and may be given or withheld for any reason or no reason.
- (2) In all other cases, Holder's approval is not to be unreasonably withheld. It is not unreasonable for Holder to disapprove a proposal that may adversely affect resources described in the Conservation Objectives or that is otherwise inconsistent with maintenance or attainment of Conservation Objectives.

6.05 Costs and Expenses

Owners must pay or reimburse, as the case may be, Holder's costs and expenses (including Losses, Litigation Expenses, allocated personnel costs, and reasonably incurred liabilities) in connection with: (a) enforcement (including exercise of remedies) under the terms of this Grant; (b) response to requests by Owners for Review, Waiver, or Amendment; (c) compliance with requests for information, interpretation, or other action pertaining to the Grant if required by Applicable Law; and (d) other costs and expenses reasonably incurred by Holder in the course of performing its duties with respect to this Grant other than monitoring the ordinary course.

6.06 Limitation of Liability

In consideration for Holder accepting the perpetual responsibility and obligation of Review and to interpret and apply covenants and restrictions in this Grant, Owner hereby waives, for Owner, and Owner's successors, legal representatives, and assigns, to the fullest extent allowed by law, any and all right to seek or recover damages from Holder in any litigation or other legal action arising from a dispute over Holder's exercise of its rights, obligations, or interpretations under this Grant and agrees that the sole remedy or legal right to seek redress arising from any decision of Holder pursuant to this Grant shall be to seek a declaratory judgment or other legal declaration by a court of competent jurisdiction as to

the rights of Owner hereunder.

Article 7. Violation; Remedies

7.01 Violation

If Holder determines that the terms of this Grant are being or have been violated or that a violation is threatened or imminent, then the provisions of this section will apply:

(a) Notice. Holder must notify Owners of the violation. Holder's notice may include its recommendations of measures to be taken by Owners to cure the violation and restore features of the Property damaged or altered as a result of the violation.

(b) Opportunity to Cure. Owners' cure period expires 30 days after the date of the issuance of Holder's notice to Owners subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

- (1) Owners cease the activity constituting the violation promptly upon receipt of Holder's notice;
- (2) Owners and Holder agree, within the initial 30-day period, upon the measures Owners will take to cure the violation;
- (3) Owners commence to cure within the initial 30-day period; and
- (4) Owners continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

(c) Imminent Harm. No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to a natural resource or other feature of the Property described in the Conservation Objectives.

7.02 Remedies

In the event that Owners fail to cure the violation prior to the expiration of the cure period (if any) described in the preceding section, Holder may do one or more of the following:

(a) Injunctive Relief. Seek injunctive relief to specifically enforce the terms of this Grant, to restrain present or future violations of the terms of this Grant, and/or to compel restoration of resources destroyed or altered as a result of the violation.

(b) Civil Action. Exercise Holder's rights under Applicable Law to obtain a money judgment (together with interest thereon at the Default Rate).

(c) Self-Help. Enter the Property to prevent or mitigate further damage to or alteration of natural resources of the Property identified in the Conservation Objectives.

(d) Remedy of Damages. If Owner violates this Grant in such a way as to cause damage to, or extract or remove, any trees, mineral resources, pond, wetland, stream, or other natural resource protected by this Grant, including a violation resulting from failure to obtain Holder's Review approval, Holder shall be entitled to payment of damages in the amount of the value of the adversely impacted protected natural resource; however, that if the natural resource affected by the Owner's violation of this Grant can be restored to its condition existing prior to the violation, and if Owner does restore the natural resource to its condition existing prior to the violation within 90 days after issuance of the notice of violation from Holder, then Holder shall accept such restoration in lieu of damages. The value of the protected natural resource shall be the greater of: (a) the market value of the resource; or (b) the cost of immediate restoration of the Property and all resources to the

condition existing prior to the violation. In the event that one or both of the forgoing amounts is not readily ascertainable, Holder may petition a Court having jurisdiction to determine such value. Upon the receipt of such damages, Holder may use the funds to cure such violation, if reasonably possible.

(e) **Enforcement in Relation to Third Parties.** As the owner of a real property interest pursuant to this Grant, Holder shall have the right, without any obligation or limitation of rights, to assert and enforce any of the rights and remedies in this Grant against any person or entity that engage in any action that constitutes a violation of any of the covenants or restrictions contained herein, whether such person or entity enters upon the Property as a tenant, guest, invitee, trespasser, or by any claim of right. Further, Owner shall cooperate with Holder by joining in support of any action or proceeding commenced by Holder against a third-party for such purpose. In the event that any such violation is caused by a tenant, guest, employee, contractor, or invitee of Owner, Owner shall reimburse Holder for the costs of such enforcement, including without limitation court costs and attorney's fees.

7.03 Modification or Termination

If the Conservation Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction, the following provisions apply:

(a) **Compensatory Damages.** Holder is entitled to collect, from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Property resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred. In the event of an extinguishment of the Conservation Easement, Holder is entitled to the greater of the compensation provided under this section or the compensation provided under any other provision of this Grant.

(b) **Restitution.** Holder is entitled to recover from the Person seeking the modification or termination: (1) restitution of amounts paid for this Grant (if any) and any other sums invested in the Property for the benefit of the public as a result of rights vested by this Grant, plus (2) reimbursement of Litigation Expenses as if a violation had occurred.

7.04 Remedies Cumulative

The description of Holder's remedies in this Grant does not preclude Holder from exercising any other rights or remedies that may at any time be available to Holder under this Grant or Applicable Law. If Holder chooses to exercise one right or remedy, Holder may nevertheless choose to exercise one or more of the other rights or remedies available to Holder at the same time or at any other time, all of which are cumulative and are in addition to any other right or remedy under this Grant or which may now or subsequently exist in Applicable Law or equity.

7.05 Waivers

(a) **No Waiver.** If Holder does not exercise a right or remedy when it is available to Holder, that is not to be interpreted as a waiver of any non-compliance with the terms of this Grant or a waiver of Holder's rights to exercise its rights or remedies at another time.

(b) **No Material Effect.** Holder in its discretion may provide a Waiver if Holder determines that the accommodation is for a limited time and limited purpose and will have no material effect on the Conservation Objectives.

7.06 No Fault of Owners

Except as otherwise provided herein, Holder will waive its right to reimbursement in regard to a violation as to Owners (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Owners and could not have been anticipated or prevented by Owners by reasonable means.

7.07 Multiple Owners

(a) **Multiple Lots.** If different Owners own Lots within the Property, only Owners of the Lot in violation will be held responsible for the violation.

(b) **Single Lot.** If more than one Owner owns the Lot in violation of the terms of this Grant, the Owners of the Lot in violation are jointly and severally liable for the violation regardless of the form of ownership.

Article 8. Miscellaneous**8.01 Notices**

(a) **Requirements.** Each Person giving notice pursuant to this Grant must give the notice in writing and must use one of the following methods of delivery: (1) personal delivery; (2) certified mail, return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid (such as FedEx).

(b) **Address for Notices.** Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Owners: Chadds Ford Township
10 Ring Road
Chadds Ford, PA 19317

If to Holder: North American Land Trust
P.O. Box 467
Chadds Ford, Pennsylvania 19317
Attention: President

8.02 Governing Law

The laws of the Commonwealth of Pennsylvania govern this Grant.

8.03 Transfer

(a) **Notice Required.** Not less than ten (10) days after the execution of an agreement of sale, nor less than thirty (30) days prior to transfer of the Property or a Lot, whichever is greater, Owner must notify Holder of the name(s) and address for notices of the Persons who will become Owner following any proposed transfer.

(b) **Prior to Transfer.** Owner authorizes Holder to (1) contact the Persons to whom the Property or Lot will be transferred, and other Persons representing Owner or the prospective transferees, to discuss with them this Grant and, if applicable, other pertinent documents; and (2) enter the Property to assess compliance with this Grant.

(c) **Transfer Payment.** In consideration of the perpetual obligations assumed by Holder in this Grant, the costs of which are unpredictable, including, but not necessarily limited to, the obligations to travel to and inspect the Property for compliance with this Grant, communicate with present and future owners and respond to questions and other matters, and maintain financial resources for the enforcement of compliance when necessary in fulfillment of Holder's obligation to be a Qualified Organization, and in consideration of the undersigned Owner's desire to support Holder in its charitable mission with respect to the Property and other properties in which Holder may have accepted conservation easement restrictions, Owner agrees that there shall be paid to Holder the Transfer Payment (hereinafter defined) at the time of each Qualifying Transfer (hereinafter defined) and in the manner stated in this Section.

- (1) The "Transfer Payment" shall be the amount equal to one percent (1%) of the Purchase Price (hereinafter defined) of the Property or part thereof (where permitted), the improvements on the Property and all of the other land and improvements that are included in the Qualifying Transfer.
- (2) A "Qualifying Transfer" shall mean the transfer of legal title to the Property or any part thereof, the improvements on the Property, and any other land and improvements which are transferred in the same transactions or series of related transactions with which the Property or part thereof is transferred. A "Qualifying Transfer" shall include a sale, conveyance, gift, bequest, devise, or any other form of transfer of the ownership of the New Lot, or portion thereof (where permitted), to any other person or entity, except that a "Qualifying Transfer" shall specifically not include any transfer involving as a party to such transfer the local municipality in which the Property is located.
- (3) The "Purchase Price" shall be the sum of all of the following given in consideration for a Qualifying Transfer: (a) payment of money, (b) transfer of real or personal property or other tangible consideration, (c) purchase money indebtedness, and (d) the assumption of indebtedness. Owner shall provide to Holder, upon request, a true and correct copy of the agreement of sale pertaining to the Qualifying Transfer or other documents verifying the Purchase Price to the reasonable satisfaction of Holder.
 - a. In the event of a Qualifying Transfer in which all or part of the consideration to seller is in the form of real or personal property rather than the payment of money, purchase money indebtedness or assumption of indebtedness, the Purchase Price shall include an amount equal to the fair market value of such real or personal property given in consideration for the Qualifying Transfer as determined by a qualified appraiser approved by Holder in its reasonable judgment. Appraisals used in the determination of the Purchase Price shall be based upon the guidelines and ethical standards of the Appraisal Institute, as then in effect, for the type of property involved. However, Owner and Holder may, if they so elect in their discretion, without obligation to do so, accept an alternate

method of establishing the value of property including by contemporaneous agreement.

- b. Purchase Price shall not impute fair market value to that portion of a Qualifying Transfer that is a gift, devise, bequest or other transfer not involving consideration by the payment of money, transfer of real or personal property, purchase money indebtedness or assumption of indebtedness.
- (4) The Transfer Payment shall not be applicable to: (a) a Qualifying Transfer into a corporation, limited liability company or general or limited partnership where the sellers that are the transferor receives all of the shares of the transferee entity as consideration and receives no other consideration; or (b) a Qualifying Transfer from an seller that is a corporation, limited liability company or limited partnership and the transferees are all of the shareholders, members or partners and they receive joint tenancy interests in the Property in the same percentages as their percentage interests in the corporation, limited liability company or limited partnership.
 - (5) The obligation for payment of the Transfer Payment shall be binding upon the Owner that is the transferor in the Qualifying Transfer and the purchaser or grantee that is the transferee in the Qualifying Transfer, all of whom shall be jointly and severally liable for the payment of the Transfer Payment, and also shall be binding upon their respective heirs, successors and assigns, and shall run with the land until paid.
 - (6) The Transfer Payment shall be paid to Holder at or before the time of transfer of legal title as aforesaid. The amount of any Transfer Payment not paid in the amount and at the time required herein shall, (a) accrue interest payable to Holder in the amount of twelve percent (12%) per annum and (b) constitute, together with the accrued interest, to the extent permitted by applicable law, a lien on the Property in favor of the Holder until paid in full.
 - (7) Owner shall be liable for reasonable attorneys' fees and other costs of collection reasonably incurred by Holder in the enforcement of this Section 8.03 and all associated Subsections.
 - (8) If and only to the extent the law of the state in which the Property is located so requires in order to preserve the validity of this Section 8.03(c), it is agreed that the Transfer Payment shall not apply to any Qualifying Transfer that occurs after the lifetime plus 21 years of any biological child of Steven W. Carter, President of the North American Land Trust.
 - (9) Without limitation of any other provision in this Grant, neither the validity of this Subsection 8.03(c) nor compliance with or enforcement with this

Subsection 8.03(c) shall have any bearing whatever on the validity or enforceability of any other provision in this Grant.

(d) After Transfer. Owner continues to be liable for the correction of violations under this Grant that occurred or continued during its period of ownership, without regard to when the violation is discovered, except to the extent specifically limited by Holder in writing.

8.04 Burdens; Benefits

This Grant binds and benefits Owner and Holder and their respective personal representatives, successors, and assigns.

(a) Binding on All Owners. This Grant vests a servitude running with the land binding upon the undersigned Owner or Owners and, upon recordation in the Public Records, all subsequent Owners of the Property or any portion of the Property are bound by its terms whether or not Owners had actual notice of this Grant and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Grant.

(b) Rights Exclusive to Holder. Except for rights of Beneficiaries (if any) under this Grant, only Holder has the right to enforce the terms of this Grant and exercise other rights of Holder. Owners of Lots within the Property do not have the right to enforce the terms of this Grant against Owners of other Lots within the Property. Only Owners of the Lot that is the subject of a request for Review, Waiver, Amendment, interpretation, or other decision by Holder have a right to notice of, or other participation in, such decision.

8.05 Documentation Requirements

(a) Between Holder and Owner. No Amendment, Waiver, approval after Review, interpretation, or other decision by Holder is valid or effective unless it is in writing and signed by an authorized signatory for Holder. This requirement may not be changed by oral agreement. The grant of an Amendment or Waiver in any instance or with respect to any Lot does not imply that an Amendment or Waiver will be granted in any other instance.

(b) Between Holder and Assignee. Any assignment of Holder's rights under this Grant, if otherwise permitted under this Grant, must be in a document signed by both the assigning Holder and the assignee Holder. The assignment document must include a covenant by which the assignee Holder assumes the covenants and other obligations of Holder under this Grant. The assigning Holder must deliver the Baseline Documentation and such other documentation in Holder's possession reasonably needed to uphold the Conservation Objectives.

8.06 Severability

If any provision of this Grant is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Grant remain valid, binding, and enforceable. To the extent permitted by Applicable Law, the parties waive application of any provision of Applicable Law that renders any provision of this Grant invalid, illegal, or unenforceable in any respect.

8.07 Counterparts

This Grant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

8.08 Indemnity

Owners must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to: (a) a breach or violation of this Grant or Applicable Law; (b) personal injury (including death) and damage to personal belongings occurring on or about the Property if and to the extent not caused by the negligent or wrongful acts or omissions of an Indemnified Party; and (c) the presence, release, or threatened release of hazardous substances on, under, or from the Property.

8.09 Guides to Interpretation

(a) **Captions.** The descriptive headings of the articles, sections, and subsections of this Grant are for convenience only and do not constitute a part of this Grant.

(b) **Glossary.** If a term defined in the Glossary is not used in this Grant, the defined term is to be disregarded.

(c) **Other Terms**

(1) The word “including” means “including but not limited to.”

(2) The word “must” is obligatory; the word “may” is permissive and does not imply an obligation.

(d) **Conservation and Preservation Easements Act.** This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation easement under the Conservation and Preservation Easements Act.

(e) **Restatement (Third) of the Law of Property: Servitudes.** This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation servitude under the Restatement (Third) of the Law of Property: Servitudes.

(f) **Interpret in Favor of Conservation Objectives.** If any provision of this Grant or any writing submitted to or issued by or on behalf of Holder in connection with this Grant is vague, ambiguous, or may be interpreted or construed to favor an interest other than Holder’s, such provision is to be given the interpretation or construction most favorable to Holder’s interest in the Conservation Easement.

8.10 Entire Agreement

This is the entire agreement of Owners, Holder, and Beneficiaries (if any) pertaining to the subject matter of this Grant. The terms of this Grant supersede in full all statements and writings between Owners, Holder, and Beneficiaries (if any) pertaining to the transaction set forth in this Grant.

8.11 Façade Protection

Notwithstanding Section 8.10, above, the Parties hereby acknowledge that the Property is subject to certain Declaration of Conservation and Façade Easement which may add restrictions, covenants, and obligations in excess of those provided herein, and may otherwise impact the acts permitted herein.

8.12 Incorporation by Reference

Each exhibit attached to this Grant is incorporated into this Grant by this reference. The Baseline Documentation (whether or not attached to this Grant) is incorporated into this Grant by this reference.

8.13 Coal Rights Notice

The following notice is given to Owners solely for the purpose of compliance with the Conservation and Preservation Easements Act:

NOTICE: The Conservation Easement may impair the development of coal interests including workable coal seams or coal interests that have been severed from the Property.

8.14 Jurisdiction; Venue

Holder and Owners submit to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania located in the county in which the Property is located and agree that any legal action or proceeding relating to this Grant or the Conservation Easement may be brought only in those courts located in that county.

Article 9. Glossary

“Access Drive” means a road, drive, or lane providing vehicular access, whether paved or unpaved.

“Additional Improvement” means an Improvement other than an Existing Improvement.

“Agricultural Improvement” means an Improvement used or usable in furtherance of Agricultural uses such as barn, stable, silo, spring house, green house, hoop house, riding arena (whether indoor or outdoor), horse walker, manure storage pit, storage building, farm stand, feeding and irrigation facilities.

“Agricultural or Agriculture” means one or more of the following:

- (1) Production for sale of grains, vegetables, fruits, seeds, nuts, and other plant products; mushrooms; animals and their products.
- (2) Production of field crops and forage.
- (3) Production of nursery stock and sod to be removed and planted elsewhere.
- (4) Boarding, stabling, raising, feeding, grazing, exercising, riding, and training horses and instructing riders.

“Amendment” means an amendment, modification, or supplement to this Grant signed by Owners and Holder and recorded in the Public Records. The term “Amendment” includes an amendment and restatement of this Grant.

“Applicable Law” means federal, state, or local laws, statutes, codes, ordinances, standards, and regulations applicable to the Property, the Conservation Easement, or this Grant, as amended through the applicable date of reference. If this Grant is intended to meet the requirements of a qualified conservation contribution, then applicable provisions of the Code and the Regulations (including notices issued interpreting the Regulations) are also included in the defined term.

“Beneficiary” means a Person given rights under the terms of this Grant (other than Owners or Holder).

“Best Management Practices” mean a series of guidelines or minimum standards (sometimes referred to as BMP’s) recommended by federal, state, and/or county resource

management agencies for farming and forestry operations; for preventing and reducing pollution of water resources and other disturbances of soil, water, and vegetative resources; and for protecting wildlife habitats.

“Code” means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

“Conservation and Preservation Easements Act” means the Pennsylvania act of June 22, 2001 (P.L. 390, No. 29) (32 P.S. §§5051-5059) as amended through the applicable date of reference.

“Construction” means demolition, construction, reconstruction, maintenance, expansion, exterior alteration, installation, or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, excavation, dredging, mining, filling, or removal of gravel, soil, rock, sand, coal, petroleum, or other minerals.

“Default Rate” means an annual rate of interest equal at all times to two percent (2%) above the prime rate announced from time to time by the *Wall Street Journal*.

“Dwelling Unit” means the use or intended use of an Improvement or portion of an Improvement for human habitation by one or more Persons (whether or not related). Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.

“Existing Improvement” means an Improvement existing as of the Easement Date as identified in the Baseline Documentation.

“Existing Residential Structure” means the principal detached single-family residential house, being an Improvement existing as of the Easement Date as identified in the Baseline Documentation.

“Existing Servitude” means an easement or other matter affecting title to the Property (other than a Lien) accorded priority to the Conservation Easement by notice in the Public Records or other prior notice recognized under Applicable Law.

“Forestry” means planting, growing, nurturing, managing, and harvesting trees whether for timber and other useful products or for water quality, wildlife habitat, and other Conservation Objectives.

“Height” means the vertical elevation of an Improvement measured from the average exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof excluding chimneys, cupolas, ventilation shafts, weathervanes, and similar protrusions or, if the Improvement is unroofed, the top of the Improvement.

“Impervious Coverage” means the footprints (including roofs, decks, stairs, and other extensions) of Improvements; paved or artificially covered surfaces such as crushed stone, gravel, concrete, and asphalt; impounded water (such as a man-made pond); and compacted earth (such as an unpaved roadbed). Also included in Impervious Coverage are green roofs and porous pavement surfaces. Excluded from Impervious Coverage are running or non-impounded standing water (such as a naturally occurring lake), bedrock and naturally occurring stone and gravel, and earth (whether covered with vegetation or not) so long as it has not been compacted by non-naturally occurring forces.

“Improvement” means a building, structure, facility, or other improvement, whether temporary or permanent, located on, above, or under the Property.

“Indemnified Parties” mean Holder, each Beneficiary (if any), and their respective members, directors, officers, employees and agents, and the heirs, personal representatives, successors, and assigns of each of them.

“Invasive Species” means a plant species that is non-native (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, publications such as “Plant Invaders of Mid-Atlantic Natural Areas” by the National Park Service and U.S. Fish and Wildlife Service, are to be used to identify Invasive Species.

“Lien” means a mortgage, lien, or other encumbrance securing the payment of money.

“Litigation Expense” means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or claim for indemnification under this Grant including, in each case, attorneys’ fees, other professionals’ fees, and disbursements.

“Losses” mean any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, penalties, or other charge other than a Litigation Expense.

“Lot” means a unit, lot, or parcel of real estate separated or transferable for separate ownership or lease under Applicable Law.

“Market Value” means the fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.

“Native Species” mean a plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly *The Vascular Flora of Pennsylvania: Annotated Checklist and Atlas* by Rhoads and Klein and *Atlas of United States Trees*, vols. 1 & 4 by Little are to be used to establish whether or not a species is native.

“Owners” mean the undersigned Owner or Owners and all Persons after them who hold an interest in the Property.

“Person” means an individual, organization, trust, government, or other entity.

“Public Records” mean the public records of the office for the recording of deeds in and for the county in which the Property is located.

“Qualified Organization” means a governmental or charitable entity that (a) meets the criteria of a qualified organization under §1.170(A-14(c)(1) of the Regulations and (b) is duly authorized to acquire and hold conservation easements under the Conservation and Preservation Easements Act.

“Regulations” mean the provisions of C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.

“Regulatory Signs” mean signs (not exceeding one square foot each or such greater dimensions as are the minimum required by Applicable Law) to control access to the Property or for informational, directional, or interpretive purposes.

“Renewable Energy” means energy that can be used without depleting its source such as solar, wind, geothermal, and movement of water (hydroelectric and tidal).

“Residential Improvements” mean dwellings, such as the Existing Residential Structure, and Improvements accessory to residential uses such as garage, swimming pool, pool house, tennis court, and children’s play facilities.

“Resource Management Plan” means a record of the decisions and intentions of Owners prepared by a qualified resource management professional for the purpose of protecting natural resources that the Conservation Objectives aim to protect during certain operations potentially affecting those resources. It includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate), and projects a multi-year description of planned activities for operations to be conducted in accordance with the plan.

“Review” means review and approval by Holder under the procedure described in Article 6.

“Review Requirements” mean, collectively, any plans, specifications, or other information required for approval of the Subdivision, activity, use, or Improvement under Applicable Law (if any) plus the information required under (a) an exhibit incorporated into this Grant or (b) the Baseline Documentation or (c) if the information described in items (a) and (b) is inapplicable, unavailable, or insufficient under the circumstances, the guidelines for Review of submissions set by Holder to provide sufficient information to conduct its Review.

“Site Improvement” means an unenclosed Improvement such as an Access Drive, Utility Improvement, walkway, boardwalk, retention/detention basin or other stormwater management facility, well, septic system, bridge, parking area or other pavement, lighting fixture, sign, mailbox, fence, wall, gate, man-made pond, berm, and landscaping treatment. The term does not include Extraction Improvements.

“Soil Conservation Plan” means a plan for soil conservation that meets the requirements of the Natural Resources Conservation Service as of the applicable date of reference and for erosion and sedimentation control under Applicable Law.

“Steep Slope Area” means an area greater than one acre having a slope greater than 15%.

“Subdivision” means any division of the Property or any Lot within the Property; and any creation of a unit, lot, or parcel of real estate, including subsurface portions of the Property, for separate use or ownership by any means including by lease or by implementing the condominium form of ownership. The term “Subdivision” includes any “subdivision” as defined in the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247, as reenacted and amended as of the applicable date of reference.

“Sustainable” means land management practices that provide goods and services from an ecosystem without degrading soil or water resources and without a decline in the yield of those goods and services over time.

"Utility Improvement" means an improvement for the reception, storage, or transmission of potable water, stormwater, sewage, electricity, gas, telecommunications, or other sources of power. The term does not include Extraction Improvements.

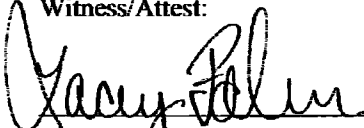
"Waiver" means a written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances.

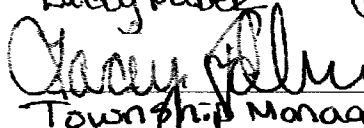
"Wet Area" means a watercourse, spring, wetland (including vernal pools), or non-impounded standing water, and the area within 100 feet of its edge.

"Woodland Area" means an area within the Property described as "wooded" or "forested" in the Baseline Documentation or identified as such on the Easement Plan, or if not wooded or forested as of the Easement Date, is designated as successional woodland area on the Easement Plan.

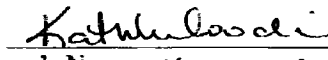
INTENDING TO BE LEGALLY BOUND, the undersigned Owner or Owners and Holder, by their respective duly authorized representatives, have signed and delivered this Grant as of the Easement Date.

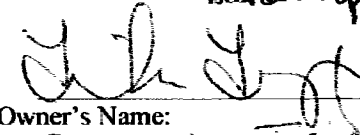
Witness/Attest:

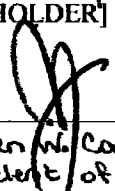

Township Manager
Lacey Faber

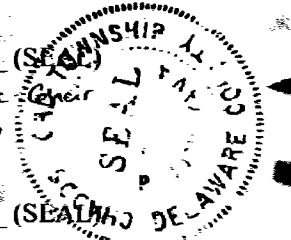

Township Manager
Lacey Faber


Jeffrey Somers
Director of Finance &
Administration
North American Land Trust


Owner's Name: Kathleen Goodier, Vice Chair
Board of Supervisors


Owner's Name: Timothea Trigg, Chair
Board of Supervisors
[NAME OF HOLDER]

By:  (SEAL)
Name: Steven M. Carter
Title: President of North American Land Trust



COMMONWEALTH OF PENNSYLVANIA:

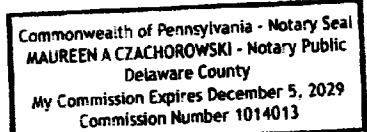
COUNTY OF :

ON THIS DAY Sept. 9th 2026 before me, the undersigned officer, personally appeared Kathleen Goodier, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Notary Public

Print Name: MAUREEN A. CZACHOROWSKI

COMMONWEALTH OF PENNSYLVANIA :

SS

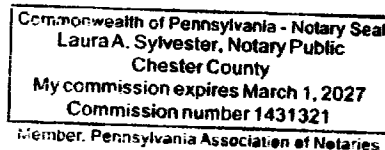
COUNTY OF CHESTER :

ON THIS DAY September 14, 2026 before me, the undersigned officer, personally appeared Steven W. Carter, who acknowledged him/herself to be the President of North American Land Trust, a Pennsylvania non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

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



Notary Public

Print Name: Laura A. Sylvester

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF :

ON THIS DAY Sept 9th 2026 before me, the undersigned officer, personally appeared TIMOTHY TRICKS, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Maureen A. Czachorowski

Notary Public

Print Name:

MAUREEN A. CZACHOROWSKI

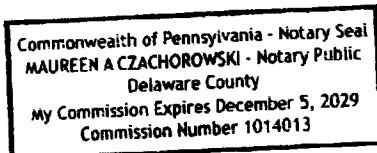


EXHIBIT A**Legal Description**

Tax Parcel: 04-00-00044-00 (Conservation Easement)
Chadds Ford Township, Delaware County, Pennsylvania
Inland Project No. 12824
July 17, 2026

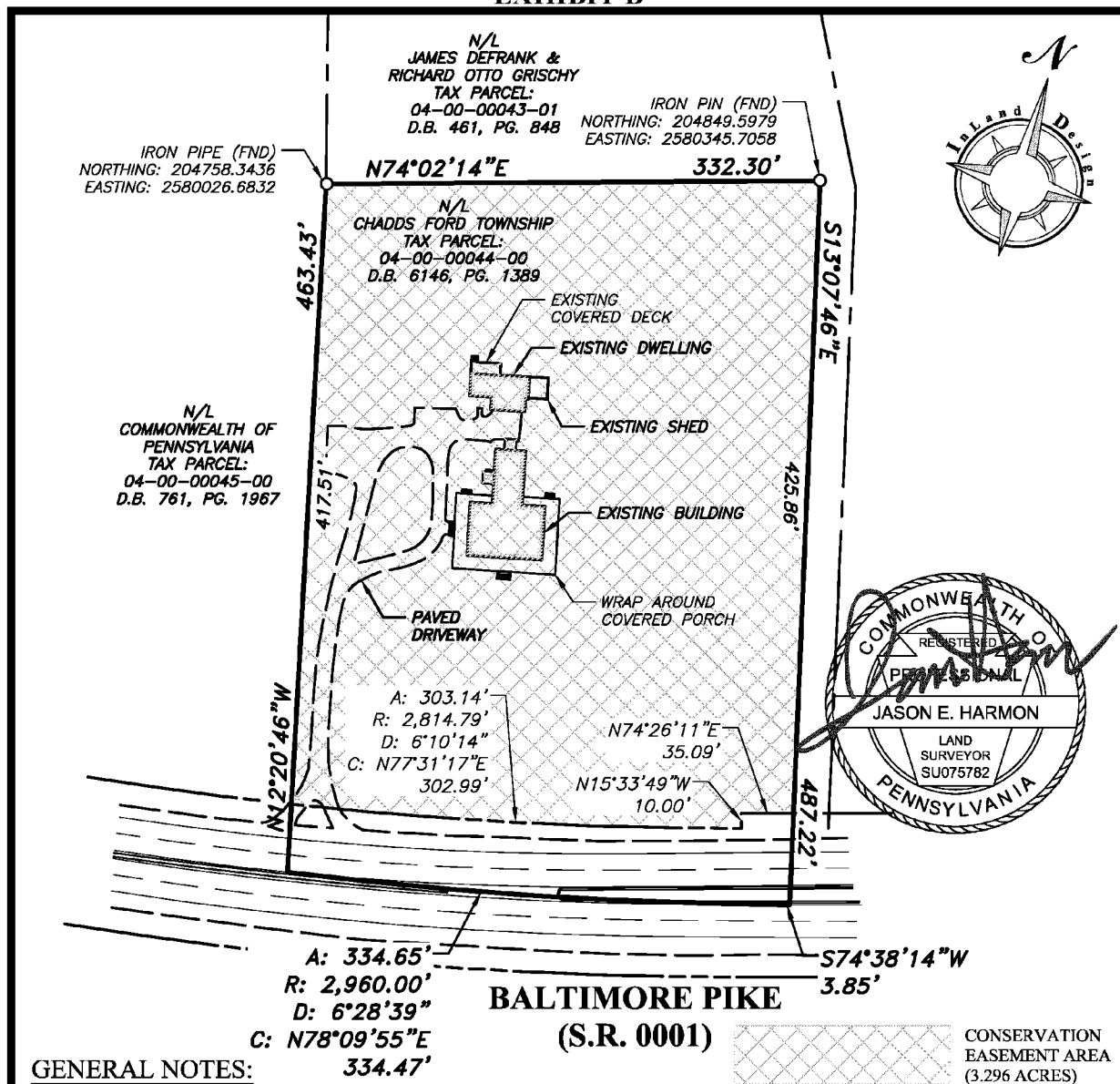
ALL THAT CERTAIN parcel of land **SITUATE** in Chadds Ford Township, Delaware County, Pennsylvania, bounded and described according to a Conservation Easement Exhibit for 1421 Baltimore Pike, dated July 17, 2026, prepared by Inland Design, West Chester, Pennsylvania, and being more fully described as follows:

BEGINNING at a point on the northwesterly side of Baltimore Pike (S.R. 0001), said point being the common corner with lands of James DeFrank & Richard Otto Grischy (Tax Parcel: 04-00-00043-01), continuing along the northwesterly side of Baltimore Pike the 3 following courses; thence South 74 degrees 26 minutes 11 seconds West 35.09 Feet to a point; thence South 15 degrees 33 minutes 49 seconds East 10.00 Feet to a point; thence along an arc curving to the right having a radius of 2,814.79 Feet an arc distance of 303.14 Feet (chord bearing South 77 degrees 31 minutes 17 seconds West, a distance of 302.99 Feet) to a point and common corner with lands of Commonwealth of Pennsylvania (Tax Parcel: 04-00-00045-00), leaving said road and continuing along said lands the 1 following course; thence North 12 degrees 20 minutes 46 seconds West 417.51 Feet to a iron pipe and common corner with lands of James DeFrank & Richard Otto Grischy (Tax Parcel: 04-00-00043-01), continuing along said lands the 2 following courses; thence North 74 degrees 2 minutes 14 seconds East 332.30 Feet to a iron pin; thence South 13 degrees 7 minutes 46 seconds East 425.86 Feet to a point and place of beginning.

CONTAINING 143,564 Square Feet of land, more or less.

BEING Conservation Easement on the aforementioned plan.

EXHIBIT B



GENERAL NOTES:

1. BOUNDARY SHOWN PER DEED. BEARINGS HAVE BEEN ROTATED TO STATE PLANE COORDINATES (NAD83 DATUM).
2. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
3. IMPROVEMENTS SHOWN BY PHYSICAL FIELD SURVEY PERFORMED IN MAY, 2026 BY INLAND DESIGN, LLC, WEST CHESTER, PA.

LOT AREA CALCULATIONS

GROSS LOT AREA	160,336 S.F. (3.681 ACRES)
AREA WITHIN RIGHT OF WAY	16,772 S.F. (0.385 ACRES)
LOT AREA	143,564 S.F. (3.296 ACRES)

INLAND DESIGN
Engineering, Surveying & Land Planning
16 Hagerty Blvd. Phone: (484) 947-2928
West Chester, PA 19382 Fax: (484) 947-2946
www.InLandDesign.net Info@InLandDesign.net

**CONSERVATION EASEMENT
FOR
1421 BALTIMORE PK
CHADDS FORD TWP**

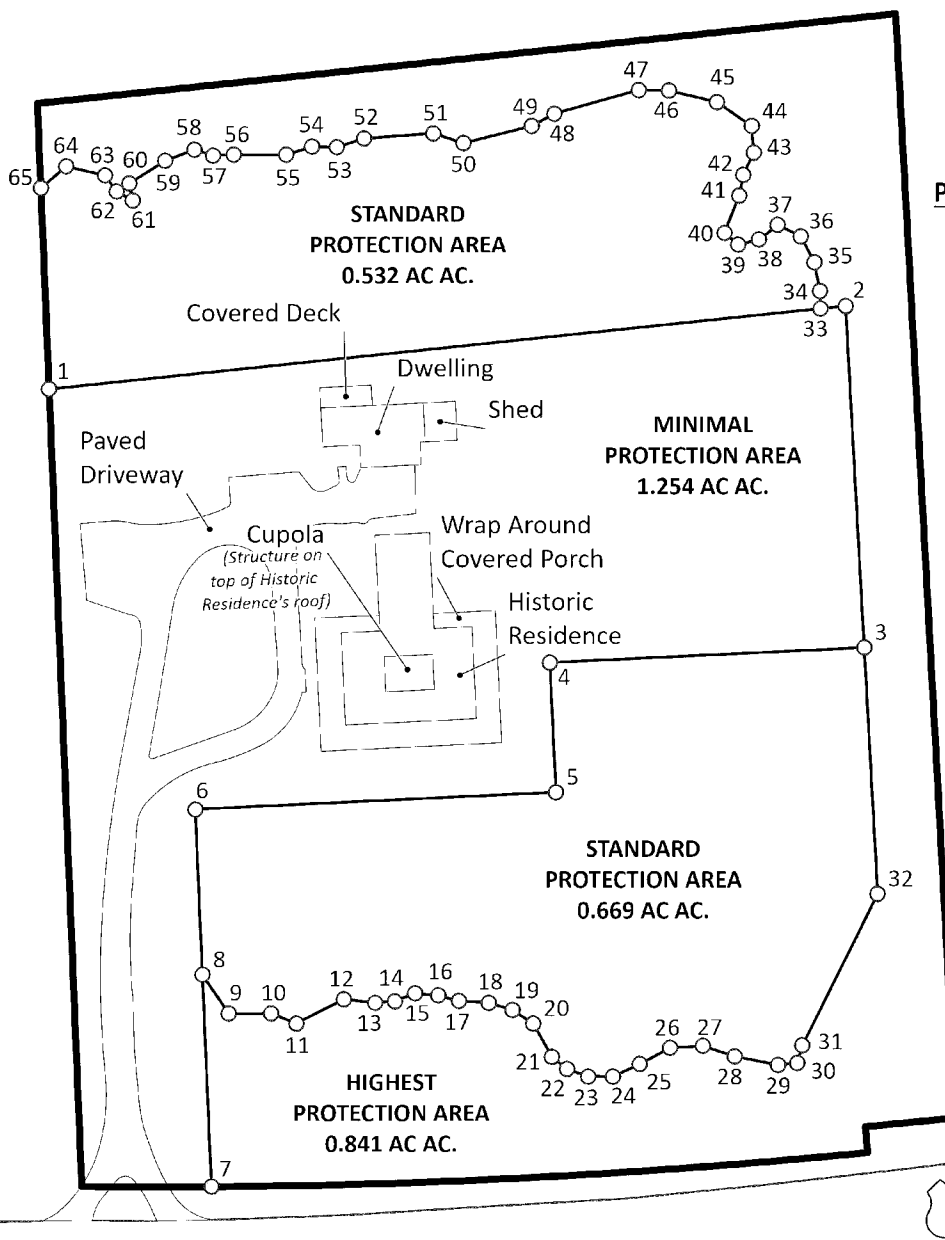
Date:
07/17/2026
Scale:
1" = 100'
Project No.
12824
1 OF 1



PAINTER'S FOLLY CONSERVATION AREA

DELAWARE COUNTY, PENNSYLVANIA

EXHIBIT C



Protection Areas (PAs)

Minimal PA:
1.253 acres

Standard PA:
1.201 acres total
(0.532 ac. + 0.669 ac.)

Highest PA:
0.841 acres



Conservation Area
±3.296 acres



Protection Area (PA)



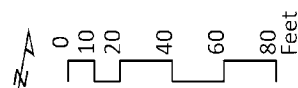
Protection Area Vertices

NOTES:

- Conservation Area and existing improvements via survey by Inland Design, West Chester, PA; dated 7/17/2026.
- Protection Area points 8-64 collected in field on 7/21/2026 via an iPad Mini 4, Model #MK8D2LL/A by Matthew Stutzman, NALT Northeastern Program Manager.
- Spatial Reference: NAD 1983 StatePlane Pennsylvania South FIPS 3702 Feet

PAGE 1 OF 2

N:\NALT\Pennsylvania\PA Delaware County\Painters Folly\GIS_NALT\BaseLine\Painters Folly Baseline 20260223 AG.aorx



Completed 08/05/26 by ACG



PAINTER'S FOLLY CONSERVATION AREA
DELAWARE COUNTY, PENNSYLVANIA

EXHIBIT C

THIS EXHIBIT IS NOT A SURVEY AND IS FOR VISUALIZATION ONLY.

PROTECTED AREA VERTICES COORDINATE TABLE

LABEL	LAT	LONG
1	39.87440502	-75.57094959
2	39.87461768	-75.56988609
3	39.87426345	-75.56979076
4	39.87419825	-75.57021428
5	39.87406365	-75.57017937
6	39.87398885	-75.57066524
7	39.87359671	-75.57056592
8	39.87381694	-75.5706217
9	39.87378062	-75.57057778
10	39.87378746	-75.57052036
11	39.87378096	-75.57048441
12	39.87381386	-75.57042447
13	39.87381499	-75.57038139
14	39.8738196	-75.57035541
15	39.87383129	-75.57032967
16	39.87383255	-75.57029766
17	39.87382999	-75.57026832
18	39.87383301	-75.57022708
19	39.87382899	-75.5701938
20	39.8738183	-75.57016279
21	39.87378637	-75.5701306
22	39.87377593	-75.57010781

LABEL	LAT	LONG
23	39.87377157	-75.57007763
24	39.87377534	-75.5700441
25	39.87379244	-75.57001024
26	39.87381424	-75.56997244
27	39.87382165	-75.56992818
28	39.8738157	-75.56988284
29	39.87381365	-75.56982223
30	39.87381847	-75.56979633
31	39.873838	-75.56979307
32	39.87400809	-75.56972204
33	39.874611	-75.56991952
34	39.87462938	-75.56992382
35	39.87465825	-75.56993749
36	39.87468344	-75.56996079
37	39.87469161	-75.56999457
38	39.87467325	-75.57001703
39	39.87466471	-75.57004444
40	39.87467506	-75.57006548
41	39.87471651	-75.5700529
42	39.87473838	-75.57005165
43	39.87476357	-75.57004218
44	39.87479081	-75.57005039

LABEL	LAT	LONG
45	39.87481055	-75.57010244
46	39.87481483	-75.57016941
47	39.8748108	-75.57021099
48	39.87477283	-75.57032029
49	39.87475636	-75.57034853
50	39.87472753	-75.57043789
51	39.87473306	-75.5704808
52	39.87471672	-75.57057367
53	39.87470326	-75.57060879
54	39.87469999	-75.5706424
55	39.87468725	-75.57067602
56	39.87467942	-75.57074676
57	39.87467501	-75.57077475
58	39.87467837	-75.57080132
59	39.87466202	-75.57083862
60	39.87463277	-75.57088296
61	39.87461542	-75.57087492
62	39.87462229	-75.57089864
63	39.87463717	-75.57091741
64	39.87464057	-75.5709719
65	39.87461386	-75.57100194

ADDENDUM E: ENVIRONMENTAL

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA

Phase I Report Summary Only

For the Complete Report, [CLICK HERE](#)



Phase I Environmental Site Assessment

OF

Baltimore Pike Property

1421 Baltimore Pike
Chadds Ford Township
Delaware County, Pennsylvania

Date: December 5, 2017
Project #: 1066817.000-ET-00PHIEA

Plumking Municipal
Geotechnical
Code Review



85 S. Route 100, Allentown, PA 18106
1003 Egypt Road, Phoenixville, PA 19460
100 W. Broad Street, Suite 200, Hazleton, PA 18201
1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702
525 Main Street, Suite 200, Stroudsburg, PA 18360
196 W. Ashland Street, Doylestown, PA 18901



610.398.0904	610.481.9098
610.935.2175	610.481.9098
570.455.2999	570.454.9979
570.285.8200	570.285.8201
272.200.2050	272.200.2051
267.454.2260	267.454.2264

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- B – USGS Topographic Map
- C – USDA Custom Soil Resource Report
- D – Geologic Map
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- F – Historical Land Use Documentation
- G – Government Database
- H – Trammel Test Report
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List of Appendices

Adjoining Properties

Visual observations of adjoining properties from the subject site and public areas did not reveal any obvious environmental concerns.

Disclaimers

An asbestos-containing material and lead-based paint survey/investigation were not part of the scope of this Phase I ESA. The presence of asbestos and lead-based paint cannot be confirmed or denied without sampling and laboratory analysis.

We wish to document that we cannot confirm or deny the presence of USTs that are visually inaccessible (i.e., the fill ports and vent pipes of which have been removed or covered).

6.0 FINDINGS, OPINIONS AND CONCLUSIONS

Isett has performed this Phase I ESA in conformance with the scope and limitation of ASTM Practice E1527-13 (and in compliance with 40 CFR Part 312) of the property located at 1421 Baltimore Pike, Chadds Ford Township, Delaware County, Pennsylvania. Any exceptions to, or deletions from, this practice are described in the Limitations section under Section 1.0 of this report.

This assessment has not revealed evidence of RECs in connection with the property. However, we make the following findings, opinions, and conclusions.

Vapor Encroachment Concerns (VECs) were addressed within the body of the report. Isett has assessed VECs using the Tier 1 VES approach, in general accordance with ASTM E2600-10. The Tier I VES revealed a vapor encroachment concern is not likely to exist.

1. A 550-gallon heating oil UST is present on the subject site. This tank is active and is used to store heating oil for the HVAC system. This UST was recently tested by Trammel Testing and was found to be tight. The presence of a UST that has been confirmed to be tight is not considered a REC. No further action is warranted at this time.
2. A 275-gallon AST is present on the basement of the primary residence. This tank was reported to contain heating oil but is no longer in-use. Some minor staining was observed on the top of the tank, and some minor staining on the concrete floor below the tank. This tank was located in the basement of the residence, so it is sheltered from the elements. For these reasons, the existence of this AST is considered a *de minimis* condition. However, given the fact that it is no longer in use and contains oil, we have made recommendations in the following section regarding this AST.

Non-ASTM Considerations

Non-ASTM considerations are conditions that are beyond the scope of ASTM E1527-13 but have been noted during this assessment.

1. Due to the age of the residence, there is a potential for lead-based paint and asbestos containing building materials. However, the painted surfaces were generally in good shape and no obvious friable materials were noted.

2. The assessment of the potable well and septic system were beyond the scope of this Phase I ESA and were therefore not considered in this assessment.

7.0 RECOMMENDATIONS

This Phase I ESA has not revealed evidence of RECs in connection with the subject site that warrant further investigation. However, we make the following recommendations:

1. The heating oil in the out-of-use AST in the basement should be pumped out and recycled by a qualified firm, and the tank should be removed so no accidental fills can be made.
2. If renovations or demolition is planned, a lead based paint survey and asbestos survey should be conducted prior to beginning any work.



385 Overlook Drive
Warminster, PA 18974
Phone (215) 674-1014
Fax (215) 674-2791
TrammelTesting@msn.com

Trammel Testing, Inc.

November 29, 2017

Chadds Ford Township
10 Ring Road
Chadds Ford, PA 19317

Dear Sirs:

A tank tightness test was performed at the below location:

Residential Property
1421 Baltimore Pike
Chadds Ford, PA 19317

The results are as follows:

The 550-gallon fuel oil tank system passed the tank tightness test. There is no indication of a detectable leak.

The litmus test indicates no water in the tank.

Test method used was EZY 3 Locator Plus

See attachments for test data

NOTE: Tank tightness testing is one part of an environmental analysis and is not to be considered a guarantee of subsurface conditions. Test results conform to the criteria set forth by the U.S.

Environmental Protection Agency.

If you have any questions, please contact our office at (215) 674-1014

Sincerely,

Ed Guckin



Trammel Testing, Inc.

PRESSURE CALCULATION & WATER SENSOR CALIBRATION

Test Date

11/29/2017

FINAL REPORT

MANUFACTURED BY: ESTABROOK'S INC. 1-877-368-7215

TOTAL TANK VOL.	550
PRODUCT VOL.	333
ULLAGE VOL.	217
PRODUCT TYPE	#2 Fuel Oil
TANK CONSTRUCTION	S/W Steel
TANK #	Heating Oil

Location	Residential Property
Address	1421 Baltimore Pike
City/State/Zip	Chadds Ford, PA 19317
Location Contact	
Location Phone	

Depth of Groundwater Determined:

By: EYZ STIK

Where: Near tank

THE ACOUSTIC CHARACTERISTIC OF A LEAK REVEALS:

☒ TIGHT TANKTHIS UNDERGROUND STORAGE TANK PASSES THE CRITERIA SET FORTH BY THE U.S. EPA.☐ ULLAGE (DRY) PORTION OF LEAKTHIS UNDERGROUND STORAGE TANK FAILS THE CRITERIA SET FORTH BY THE U.S. EPA.☐ BELOW PRODUCT LEVEL (WET) PORTION LEAKTHIS UNDERGROUND STORAGE TANK FAILS THE CRITERIA SET FORTH BY THE U.S. EPA.

WATER SENSOR INDICATES:

(CHECK ONLY ONE)

No Water Intrusion	☐
Water Intrusion	☐
Not Applicable	☒

Operator Information

Print Name	Ed Guckin	Certification #	46-6037
Sign Name		Expiration Date:	06/2018
Testing Firm	Trammel Testing, Inc.	Telephone #	215-674-1014
Address	385 Overlook Drive		
	Warminster, PA 18974		

NEW YORK STATE REQUIREMENT: A DIAGRAM OF THE TANK SYSTEM MUST BE SUBMITTED TO THE STATE WITH THIS REPORT

EQUIPMENT SERIAL NUMBERS AND CALIBRATION EXPIRATION DATES:

	Serial Number	Calibration Expiration Date
IN-TANK MICROPHONE	M1701013 or M1610012	05/2018
ACOUSTIC SIGNAL PROCESSOR	E8011003	05/2018
PRESSURE SENSOR	71202808 or 70950508	05/2018
WATER SENSOR DISPLAY	D0810109 or D1032602	05/2018
WATER SENSOR PROBE	P089907 or P089913	05/2018



Trammel Testing, Inc.

PRESSURE CALCULATION & WATER SENSOR CALIBRATION

Test Date 11/29/2017

DATA SHEET

MANUFACTURED BY: ESTABROOK'S INC. 1-877-368-7215

TOTAL TANK VOL.	550
PRODUCT VOL.	333
ULLAGE VOL.	217
PRODUCT TYPE	#2 Fuel Oil
TANK CONSTRUCTION	S/W Steel
TANK #	Heating Oil

Location	Residential Property
Address	1421 Baltimore Pike
City/State/Zip	Chadds Ford, PA 19317
Location Contact	
Location Phone	
Depth of Groundwater Determined:	
By:	EZY STIK
Where:	Near tank

PRESSURE SENSOR CALCULATION

28.00	x	0.031	=	0.868	PSI (1)
INCHES OF PRODUCT		WEIGHT OF PRODUCT			
0.00	x	.036	=	0.000	PSI (2)
INCHES OF WATER IN TANK					
Line 1 + Line 2 = Total Positive Head Pressure In Tank			=	0.868	PSI (3)
0.0	x	.036	=	0.000	PSI (4)
INCHES OF WATER OUTSIDE TANK					
Total Head Pressure Minus Outside Water Pressure			=	0.868	+/- PSI (5)
Always add .5 PSI			+	1.368	PSI (6)
NOTE: If Line 6 is Less Than .5 PSI Line 7 Shall be .5 PSI					
TEST PRESSURE			=	1.368	+/- PSI (7)

ACOUSTIC TEST TIME

Equipment Calibration due date and serial numbers

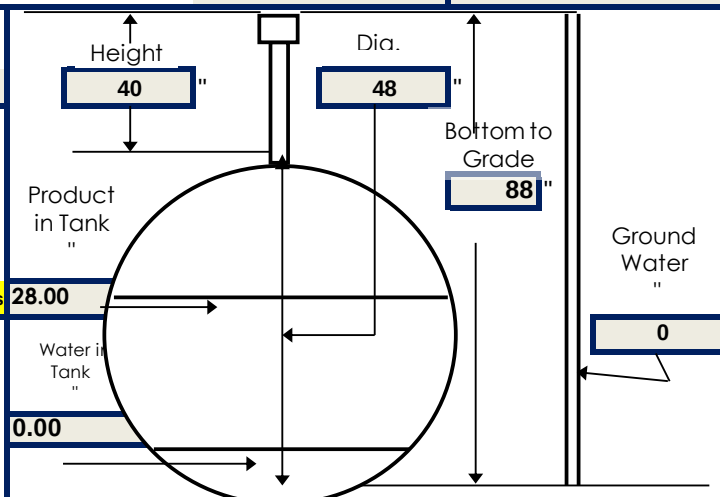
	Time	Pressure		Serial Number	Calibration Due Date
Baseline Background:	11:24 AM	0.0			
Blower Started:	11:27 AM	0.0	In-Tank Microphone	M1701013	05/2018
Test Pressure Reached:	11:30 AM	-1.368	Acoustic Signal Processor	E8011003	05/2018
Blower Turned Off:	11:32 AM	-1.377	Pressure Sensor	71202808	05/2018
Test Began:	11:33 AM	-1.377	Water Sensor Display	D0810109	05/2018
Test Ended:	11:50 AM	-1.375	Water Sensor Probe	P089907	05/2018

WATER SENSOR CALIBRATION

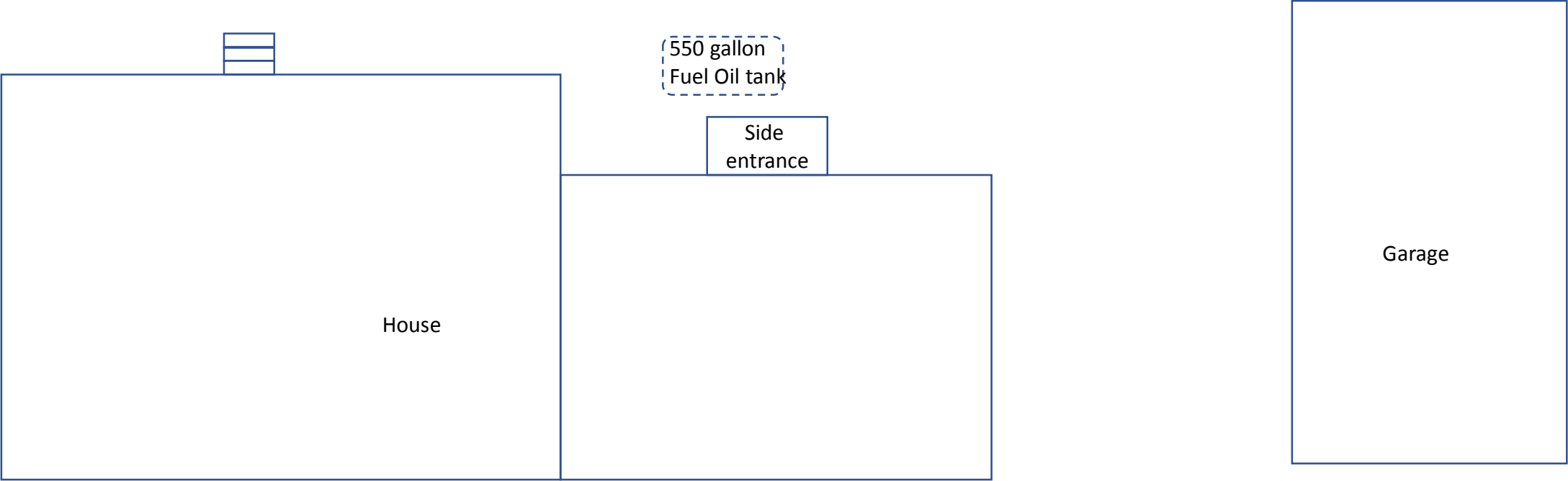
Added:			
	Cal #1	Cal #2	Cal #3
Average:			
Calculation for Test Period:			
	÷ 3780 =	÷ .05	x 60 = 0 minutes
Avg. Cal.	"A" Factor		Min. Time of Test

Water Intrusion Test Period

Began: N/A
Ended: N/A



Residential Property 1421 Baltimore Pike Chadds Ford, PA 19317



ADDENDUM F: WELL TEST

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA



LAB#	402337
------	--------

BRANDYWINE SCIENCE CENTER INC.
204 LINE ROAD
KENNETT SQUARE, PA 19348
PA DEP # 15-00301
(610) 444-9850



ORIGIN OF SAMPLE	NAME				
	ADDRESS	1421 Baltimore plke			
	CITY/STATE	Chadds Ford, PA			
Sample Source	Location	kitchen	SAMPLE INFORMATION	SAMPLE DATE	2/20/2024
	Well	x		SAMPLE TIME	12:30
SAMPLE COLLECTED BY	LAB STAFF	MJ		DATE RECEIVED	2/20/2024
	OTHER			TIME RECEIVED	17:00
				DATE OF REPORT	2/27/2024

BACTERIAL ANALYSIS	RESULT	Maximum Contaminant Level	UNITS	METHOD	ANALYZED DATE TIME	Reporting Limits
TOTAL COLIFORM *	Absent	Absent	Per 100 mL	SM 9223 B	2/20/2024 17:10	Absent

REMARKS:

*This water is considered potable bacterially, at this time.

*This water does meet EPA, DEP Standards for Coliform Bacteria.

CHEMICAL ANALYSIS	RESULT	Maximum Contaminant Level	UNITS	METHOD	ANALYZED DATE TIME	Reporting Limits
TURBIDITY	0.42	5	UNITS	SM 2130 B	2/20/24 17:15	0.01
COLOR	1	15	UNITS	SM 2120 B	2/20/24 17:20	1
THRESHOLD ODOR NUMBER	1	3	UNITS	SM 2150 B	2/20/24 17:25	1
*pH	7.6	6.5-8.5	S.U.	SM 4500 H+B	2/20/24 17:30	N/A
NITRATE-N	1.42	10.0	mg/L	SM 4500 NO3 D	2/20/24 19:30	0.70
NITRITE-N	<0.01	1.0	mg/L	SM 4500 NO2 B	2/20/24 19:00	0.01
IRON	0.06	0.30	mg/L	SM 3111 B	2/21/2024	0.05
MANGANESE	<0.02	0.05	mg/L	SM 3111 B	2/21/2024	0.02
CHLORIDE	5.0	250.0	mg/L	SM 4500 Cl C	2/20/2024	5
MBAS	<0.20	0.50	mg/L	SM 5540 C	2/20/24 19:45	0.20
HARDNESS	22.0	No suggested limits	mg/L	SM 2340 C	2/20/2024	2.5
HARDNESS	1.29	No suggested limits	Grains per gallon	SM 2340 C	2/20/2024	0.15

Henry D. Clemens III

Henry D. Clemens III
Laboratory Director

*pH was analyzed out of the recommended holding time of 15 minutes.

ADDENDUM G: LEAD PAINT BROCHURE

"Painter's Folly" Historically Preserved Home | Chadds Ford, Delaware County, PA





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires sellers, landlords, agents and rental property managers to:

- Disclose known information about the presence of lead-based paint or lead-based paint hazards (or state there is none)
- Provide all available records and reports on lead-based paint and lead-based paint hazards (or state there are none)
- Include a specific warning statement about lead-based paint
- Give buyers up to 10 days to have a certified inspector or risk assessor check for lead.

If undertaking renovation, repair or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home ([see page 12](#)).



Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified risk assessor at cdxapps.epa.gov/leadpro.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills and other surfaces using wet methods.
- Take precautions to avoid exposure to lead dust when remodeling.
- Hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms when renovating, repairing or painting. Find an EPA-certified firm using cdxapps.epa.gov/leadpro.
- Have your home checked for lead-based paint by a certified inspector or risk assessor before buying, renting or renovating your home.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers and toys often.
- Make sure children eat a well-balanced diet with foods high in iron, calcium and vitamin C as these nutrients may help prevent the absorption of lead.
- Remove shoes or wipe soil and other dirt off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs or painting that disturb painted surfaces)
- Swallow lead dust that has settled on food, food preparation surfaces and other places
- Eat paint chips or soil that contains lead

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have dust that may contain lead on them.



Lead is dangerous to a developing fetus.

- Lead can build up in the body over time, settling in the bones. This stored lead can be transferred during pregnancy to a fetus or after birth to an infant through breast milk.

Please [see pages 13 and 14](#) for more information on sources of lead exposure.

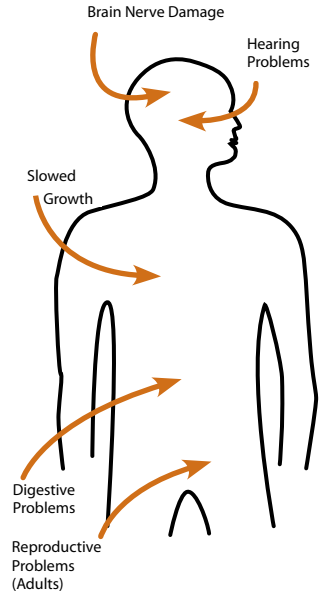
Health Effects of Lead

Lead affects the body in many ways. It is important to know that no safe blood lead level has been identified and even exposure to low levels of lead can harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder and decreased intelligence
- Speech, language and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness and in some cases, death.



In adults, exposure to lead can cause an increased risk of:

- Miscarriage during pregnancy
- The baby being born too early or too small
- Harm to a developing fetus' brain, kidneys and nervous system
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels (BLLs) tend to increase rapidly from 6 to 12 months of age, and BLLs tend to peak at 18 to 24 months of age.

A simple blood test is the best way to find out if a child has been exposed to lead. A child who has been exposed to lead may not have visible signs or symptoms and may look and act healthy. Consult your doctor for advice on getting your children tested.

Blood lead tests are required for the following groups:

- Children at 12 and 24 months enrolled in Medicaid
- Children between 24 and 72 months enrolled in Medicaid with no record of a previous blood lead test
- Children who should be tested under your Tribal, state or local health testing plan

Blood lead tests are recommended for the following groups:

- Children at 12 and 24 months living in areas that are at higher risk* or who belong to populations that are at higher risk*
- Children or other family members who have been exposed to lead

Your doctor can explain what the test results mean and if more testing will be needed.

* Some children are more likely to be exposed to lead than others. These include children who live or spend time in a house or building built before 1978, are from low-income households, live or spend time with someone who works with lead or are immigrants, refugees or recently adopted from less developed countries.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes and childcare facilities built before 1978 may have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country or suburbs
- In private and public single-family homes and apartments
- On surfaces inside and outside of the house
- In soil around a home (soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters and porches

Lead-based paint is usually not a hazard if it is in good (intact) condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines any reportable level of lead dust measured by an EPA-recognized lead laboratory as hazardous.

If you suspect your home has lead-based paint, you should clean regularly to minimize dust using the information on [pages 9 and 11](#), especially when young children live in the home. EPA does not recommend lead abatements based on lead dust unless the lead dust is at or above the action levels listed on [page 11](#).

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead in dust or soil—which you may not be able to see—can both be hazards.

Checking Your Home for Lead

Hire a certified lead professional to get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards or how to deal with them. A trained and certified lead-based paint inspector will inspect the paint using:
 - A portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples collected by the inspector to be tested in an EPA-recognized lead laboratory
- A **risk assessment** tells you if your home currently has any lead hazards from paint, dust or soil, and what actions to take to address any hazards. A trained and certified lead-based paint risk assessor will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint, if it has any lead hazards and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed and ask questions about anything you do not understand. Closely monitor areas that are known to have lead-based paint.

Checking Your Home for Lead, continued

In preparing for renovation, repair or painting work in a pre-1978 home, Lead-Safe Certified renovators ([see page 12](#)) may do any of the following:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis
- Use EPA-recognized tests kits to determine if lead-based paint is absent
- Presume that lead-based paint is present and use lead-safe work practices

There are state, Tribal and federal programs in place to ensure that testing is done safely, reliably and effectively. Contact your state, Tribal or local agency for more information, visit epa.gov/lead, or call toll-free **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling 711.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep play areas clean. Wash bottles, pacifiers, toys and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing or painting, hire only EPA-, Tribal- or state-approved Lead-Safe Certified renovation firms ([see page 12](#)).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat a well-balanced diet of fruits, vegetables, grains, dairy and protein-rich foods. Foods that are higher in iron, calcium and vitamin C may help reduce the body's absorption of lead. Children with empty stomachs absorb more lead than children with food in their stomachs.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing or painting by hiring an EPA-, Tribal- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards, you should hire a certified lead abatement contractor. Abatement methods (which are designed to permanently address lead-based paint hazards) include removing, sealing or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint will not permanently address the lead-based paint hazards.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm ([see page 12](#)) to perform renovation, repair or painting (RRP) projects that disturb painted surfaces.
- Hire a certified lead abatement contractor to permanently address lead hazards. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.
- Certified contractors will employ qualified workers and follow strict safety rules set by their state or Tribe or by the federal government.

Reducing Lead Hazards, continued

If your home has had a lead abatement, dust cleanup activities must be conducted once the work is completed. Dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following action levels:

- 5 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 40 $\mu\text{g}/\text{ft}^2$ for interior window sills
- 100 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently address lead-based paint hazards. However, when an abatement is complete, lead dust may still remain above reportable levels ([see page 6](#)) and can also be reintroduced into an abated area. Steps to keep lead dust low after an abatement include:

- Using a HEPA vacuum on all furniture and other items returned to the area
- Regularly cleaning floors, window sills, troughs and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner

Please [see page 9](#) for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state, Tribal or local agency ([see pages 15 and 16](#)), visit cdxapps.epa.gov/leadpro, or call toll-free 1-800-424-LEAD [5323].

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state or Tribal program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. These prohibited methods are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods and then checked to confirm adequate cleanup.
- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water in homes are lead pipes, fixtures, brass or chrome-plated brass faucets and plumbing with lead solder.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested (See below).

Remember that older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please use EPA's Safe Drinking Water online form at [epa.gov/safewaterhotline](https://www.epa.gov/safewaterhotline).

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** Working in certain jobs may increase adults' potential exposure to lead, such as: renovation or repair of older homes and buildings, painting, construction, refinishing furniture, smelting, mining, auto repair, handling firearms and working at hazardous waste sites. If you work with lead, lead dust or soil could get onto your skin, in your hair and clothes, which can be transferred to the inside of your car or home. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, fishing, shooting at a gun range or refinishing furniture that has lead-containing paint or varnish. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint or varnish. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Items made in other countries and imported into the United States may have lead including toys, painted furniture, metal or plastic jewelry, health remedies, foods, spices, candies, cosmetics, powders, make-up used in religious and cultural practices and folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.
- **Older playground equipment** can contain old lead-based paint, and **artificial turf and playground surfaces** made from shredded rubber can contain lead. Take precautions to ensure young children do not eat shredded rubber or put their hands in their mouth before washing them.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead above 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call toll-free **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water visit epa.gov/safewater or use EPA's Safe Drinking Water online form at epa.gov/safewaterhotline.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call toll-free **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

Food and Drug Administration

For information on lead in food and foodwares visit www.fda.gov/food/environmental-contaminants-food/lead-food-and-foodwares.

Centers for Disease Control and Prevention

For information on childhood lead poisoning prevention visit: www.cdc.gov/lead

State and Local Health and Environmental Agencies

Some states, Tribes, counties and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state, Tribal or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center toll-free at **1-800-424-LEAD [5323]**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling **711**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs: epa.gov/lead/contacts.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont and 10 federally recognized Tribes)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands and 8 Tribes)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia and 7 Tribes)

Regional Lead Contact
U.S. EPA Region 3
Four Penn Center
1600 JFK Blvd
Philadelphia, PA 19103-2029

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and 6 Tribes)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 37 Tribes)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska and 9 Tribes)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
LCRD/TTPB
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 Tribes)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6169

Region 9 (Arizona, California, Hawaii, Nevada, Guam, American Samoa, Northern Marianas, Palau, Micronesia, Marshall Islands and 148 Tribes)

Regional Lead Contact
U.S. EPA Region 9 (LNC-2-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8000

Region 10 (Alaska, Idaho, Oregon, Washington and 271 Tribes)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East-West Highway

Bethesda, MD 20814-4421

1-800-638-2772

cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Its Office of Lead Hazard Control and Healthy Homes' (OLHCHH's) lead hazard reduction grants, healthy homes grants, and guidance and enforcement of the Lead Disclosure Rule and Lead Safe Housing Rule, protect families from lead and other housing hazards.

HUD OLHCHH

lead.regulations@hud.gov

hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools and childcare facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard ([see page 10](#)).