

ORDINANCE NO. 2019-06

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING A LEASE AGREEMENT BETWEEN THE
TOWNSHIP OF RADNOR AND WILLOWS PARK PRESERVE

WHEREAS, Radnor Township and Willows Park Preserve have negotiated and agreed upon a twenty-five (25) year lease of the Willows Mansion building at 490 Darby-Paoli Road in the Township; and

WHEREAS § 3.01 of the Radnor Township Home Rule Charter permits the lease of real property by the Township for a term in excess of three years by ordinance.

NOW, THEREFORE, be it hereby *ENACTED* and *ORDAINED* that the Radnor Township Board of Commissioners hereby approves the Lease Agreement with Willows Park Preserve, a copy of which is attached hereto and incorporated herein as Exhibit "A".

ENACTED AND ORDAINED this 24th day of June, 2019.

RADNOR TOWNSHIP


By:



Name: Lisa Borowski

Title: President

ATTEST:


Robert A. Zienkowski, Secretary

LEASE AGREEMENT

This Lease Agreement ("Lease") is made this 24 day of June, 2019, by and between **Radnor Township**, a municipal subdivision of the Commonwealth of Pennsylvania ("Township") and **Willows Park Preserve**, a section 501(c)(3), Pennsylvania nonprofit corporation ("WPP"), organized and existing for the purposes of restoring and/or rehabilitating the Willows Mansion to ensure its use as a community resource for Radnor residents, and in consideration of the mutual covenants herein contained, the Parties agree as follows:

SECTION I

DESCRIPTION OF PREMISES/DEFINED TERMS

Township agrees to lease to WPP the Willows Mansion building, including the patio ("Mansion"), located at 490 Darby Paoli Road, Radnor Township, Pennsylvania. The Mansion shall hereinafter be referred to as the "Leased Premises."

The "Park" shall mean Willows Park, a public park owned by the Township. The Leased Premises is located in the Park and includes the Mansion and the areas adjacent to the Mansion as set forth on Exhibit "B".

SECTION II

TERM

The initial term of this Lease shall commence upon execution of this Lease Agreement ("Commencement Date") and shall expire twenty-five years from the date when a certificate of occupancy is issued for the Mansion.

Upon completion of the initial twenty-five (25) year Term, the Lease Agreement shall automatically renew for an additional period of three (3) years (the "Renewal Term"), unless WPP gives notice to the Township in writing at least six (6) months prior to the last day of the then current Term.

SECTION III

LEASE PURPOSE

To restore the Mansion, and to maintain and operate community-based programs and events from the Leased Premises, thereby alleviating the Township's burden of restoring, renovating and/or preserving the Leased Premises, to provide innovative, educational programs for all age groups, and to make the Leased Premises available for community and fundraising events that support the preservation of the Leased Premises as a historic, community resource for generations of Radnor residents.

SECTION IV

PERMITTED USE OF LEASED PREMISES

WPP is a section 501(c)(3) Pennsylvania nonprofit corporation providing cultural, educational, recreational, historical and community-based programs to Radnor residents. WPP shall be entitled to use the Leased Premises as its office and to conduct programs, classes and events in the Leased Premises in furtherance of the restoration, preservation and maintenance of the Mansion. WPP may make the Leased Premises available to other persons, groups and organizations for cultural, educational, recreational, historical and charitable events. WPP shall procure and thereafter maintain any license or permit required for the proper and lawful conduct of WPP's business or other activity carried on in the Leased Premises. During the term of this Lease Agreement, WPP reserves the right to pursue a historic designation for the Mansion from both the State Historic Preservation Office and the National Register of Historic Places. During the term of this Lease Agreement, the Township acknowledges and agrees that the WPP will seek Arboretum status for applicable areas of the Park. Subject to the applicable township code and the rules, regulations and requirements of the Township as to park use, the WPP will have access to other areas of the Park for the sole purpose of conducting and administering its community related programming initiatives, such initiatives to be open and accessible to all Radnor residents.

The Township and WPP shall meet on or before January 31 of each year to establish a schedule of Mansion use for: a) major, private uses; b) resident, community group use; and c) Township use. WPP will not schedule more than 25 major, private events per year, each with no more than 150 attendees at the event. WPP shall have priority to schedule its 25 major, private events in the Mansion provided that such events do not conflict with the Township's existing list of annual events. For each major event, WPP shall coordinate in advance with the Township to address hours of operation, parking and necessary security issues.

WPP shall not carry out any activity on the Premises that is a violation of the laws of the Commonwealth of Pennsylvania, including, all applicable zoning laws and variances and/or any other ordinances of Radnor Township.

SECTION V

RENT

The Rent for the Term shall be One Dollar (\$1.00) per year, payable twenty-five (25) years in advance, upon commencement of this Lease. The Rent for the Automatic Term of Renewal shall be One Dollar (\$1.00) per year, payable three (3) years in advance upon commencement of the Renewal Term.

SECTION VI

COST OF UTILITIES/MAINTENANCE TO LEASED PREMISES

For two years from the Commencement Date, the Township will continue to be responsible for up to \$15,000.00 annually of utility and maintenance costs described hereafter. For this two year period, WPP shall be responsible for all amounts in excess of the Township's payment for: a) all utilities, including, electricity, gas, water and sewer, that are consumed within the Leased Premises and shall be responsible for telephone, cable and internet services; and b) general housekeeping, janitorial services and repair, including routine HVAC maintenance and repair, gutter cleaning and pest control. WPP reserves the right to request additional funds from the Township's current budgeted funding, such approval not to be

unreasonably withheld, however, the Township's financial obligation is capped at \$1.6 million for infrastructure and other costs in support of WPP's permitted uses of the Leased Premises.

SECTION VII

ACCESS TO LEASED PREMISES AND PARK

Commencing with the Commencement Date, WPP shall have access to the Mansion twenty-four (24) hours per day, seven (7) days per week. WPP shall have the non-exclusive use of the Park and the parking areas in the Park for the purpose of parking vehicles of WPP and its guests. WPP shall at all time have the right of access, ingress and egress to and from the Leased Premises by the roads, driveways and walkways existing in the Park, for itself and its guests, subject to such reasonable public safety restrictions as may be imposed by the Township. The WPP acknowledges and agrees that it will access and use the Leased Premises in such a manner as to not interfere with nor cause disturbance to Radnor residents using the Park and/or residing at or near the Park. Notwithstanding the foregoing and excepting an emergency event at the Leased Premises, the WPP acknowledges and agrees that during construction of any improvements, alterations and additions to the Leased Premises, the WPP will ensure that any and all contractors and delivery persons performing construction at or delivering materials to the Leased Premises adhere to the applicable Township code regarding permissible hours for construction activities.

WPP shall be permitted to post signs in front of the Leased Premises, in the adjacent parking area, and at other permissible locations, provided that the signs are pre-approved by the Township. WPP may use the grounds near the Leased Premises for its Permitted Use Activities. At all times relevant hereto, WPP shall have use of the parking lot adjacent to the Leased Premises.

The Township retains the right to go upon and inspect the Leased Premises and every part thereof, with reasonable prior notice, or without advance notice in the event of an emergency. The Township agrees to use reasonable efforts to conduct all such inspections in a manner and at times that minimizes interference with WPP's use of the Leased Premises.

SECTION VIII

WPP RESPONSIBILITIES

- (a) IMPROVEMENTS/ALTERATIONS/ADDITIONS. WPP shall make all necessary improvements, alterations and additions to the Leased Premises necessary to conduct its charitable purposes and Permitted Uses at the Premises. All such improvements, alterations and additions shall be made in accordance with the specifications attached hereto at Exhibit A, which shall be prepared by the WPP and presented to the Township for their review and approval, such approval not to be unreasonably withheld or delayed. The parties acknowledge and agree that the scope of the specifications attached at Exhibit A is contingent upon WPP funds on hand and subject to amendment and review by WPP. All improvements, alterations and additions shall be done in a good and workmanlike manner, and in accordance with all applicable laws and Township ordinances. Upon expiration and/or earlier termination of this Lease Agreement, all such improvements, alterations and additions shall remain at the Leased Premises and shall become the property of the Township without payment by the Township.

Upon request by the WPP the Township will provide input into any aspect of the proposed improvements and construction planned by WPP.

The WPP shall be responsible for all aspects of construction, including, but not limited to, retaining a general contractor to oversee the improvements, alterations and additions to the Leased Premises and ensuring all benchmarks and timelines included within Exhibit A are being met. The improvements, alterations and additions will be solely funded by WPP donated funds, and as such, any improvements, alterations and additions are not subject to public bidding requirements. The Township shall have no liability for or responsibility to complete the improvements, alterations and additions specified in Exhibit A.

The Parties acknowledge and agree that the WPP's obligation to make the improvements, alterations and additions specified in Exhibit A are contingent upon the WPP's ability to raise the necessary funding for each aspect of construction. Accordingly, the Parties agree that the improvements, alterations and additions specified in Exhibit A may be bifurcated into separate projects based upon available funds. WPP will be responsible for providing bi-annual reports to the Township regarding progress of fundraising efforts and construction. WPP will make commercially reasonable efforts to complete all aspects of the improvements, alterations and additions specified in Exhibit A within Four Years of the Commencement Date as defined herein. Additionally, The WPP shall make commercially reasonable efforts to begin construction of the Phase I Improvements outlined in Exhibit A within six (6) calendar months from the Lease Commencement Date as defined herein. The Township acknowledges and agrees that it will work in good faith and collaboratively with the WPP throughout the Lease Term, including, but not limited to, making commercially reasonable efforts to begin the utility infrastructure upgrades outlined in Section X, Paragraph (b)(ii) within one (1) year from the Lease Commencement Date as defined herein.

Notwithstanding the foregoing, the Parties acknowledge that the WPP has secured a \$1,000,000.00 donation to be used to move forward immediately upon commencement of the Lease Term with improvements to the Leased Premises to prevent any further damage and/or deterioration of the Mansion.

- (b) GENERAL MAINTENANCE/REPAIR: WPP and the Township shall cooperate in maintaining and keeping the Leased Premises and surrounding Park in good order and repair, for its intended use as a community resource. WPP shall not be responsible for maintaining the driveway, Park roads, paths and/or parking areas, sewer and other utility lines, and/or general Park maintenance up to and surrounding the Mansion. The Township will provide snow removal throughout the park in accordance with current snow removal policies except for the driveway area from where it is currently chained up to the Mansion.
- (c) WPP REPRESENTATIVES: WPP shall designate two representatives who shall handle all correspondence and information related to the construction of improvements, alternations and additions to the Leased Premises. The WPP representatives shall ensure that the Township is copied and included on all correspondence and information related to construction of the improvements, alternations and additions to the Premises and will provide the Township with timely notice of any and all construction meetings. The WPP representatives shall meet on a weekly basis with Township representatives to ensure the benchmarks and timelines defined in Exhibit A are met and the project is proceeding according to the construction contracts and specifications approved by both the WPP and Township pursuant to Section VIII, Paragraph (a) of the Lease Agreement.
- (d) WPP shall comply at all times with any and all Federal, State and Township statutes, regulations, ordinances or other Township requirements, including any insurers insuring the

building relating to WPP's use, occupancy or construction of improvements, alterations and/or additions of the Leased Premises.

SECTION IX

ASBESTOS AND HAZARDOUS MATERIALS

- (a) WPP acknowledges that the Township has disclosed to WPP that the Premises may contain asbestos and other materials that may similarly become hazardous if disturbed during the construction process. The Township acknowledges that the WPP's obligation with respect to asbestos or any other hazardous material existing at the premises is limited to compliance with all applicable laws and regulations in connection with any construction work performed in the Leased Premises and in the event such materials are encountered during performance of its construction contracts, the WPP shall remove, treat, or abate any such materials as encountered.

SECTION X

TOWNSHIP'S RESPONSIBILITIES

- (a) Township shall not be obligated to make any improvements, alterations and/or additions to the Leased Premises, except as otherwise specifically set forth herein.
- (b) Township shall provide or cause to be provided the following services throughout the Term:
- (i) Maintain the road, driveway, paths and parking areas in the Park in good condition and repair, and keep such areas free and clear of ice and snow;
 - (ii) Maintain, repair and replace all sewer lines and laterals to the Mansion and construct a potable water line and a fire protection line to the Mansion. In the event other utility repairs replacements or upgrades are necessary for WPP operations, as determined by the WPP, including, but not limited to, repairs, replacements or upgrades to storm water, sewer, water, electric, gas, fiber and road improvements, WPP shall present such proposals to the Township for approval from its currently budgeted funds of \$1.6 million, such approval not to be unreasonably withheld.
 - (iii) Provide trash and recyclables removal from the Leased Premises in accordance with the Township's general trash and recyclables removal policies;
 - (iv) Mow the grass, remove leaves and maintain the landscaping around the Leased Premises; and

SECTION XI

INSURANCE

- (a) WPP shall purchase and maintain, throughout the term of this Lease, a policy of comprehensive general liability for the Leased Premises in an amount equal to the level of liability insurance maintained by the Township. The Township shall be listed as additional insured on the certificate of insurance. WPP shall maintain, throughout the term of this Lease (including any renewal term), renters insurance for any and all personal property belonging to the WPP and will not look to the Township for recovery for any and all damages sustained to its personal property regardless of cause, including damages caused by the Township's negligence and/or failure to perform its obligations under this Lease.
- (b) All WPP insurance coverages shall be approved by the Township, including any additional coverages deemed necessary by the Township, if commercially reasonable, prior to the issuance of a building permit to WPP, which Township approval shall not be unreasonably withheld
- (c) The Township shall maintain, throughout the term of this Lease, the following insurance policies:
 - (i) "All risk" property insurance, premises insurance, premises liability insurance and any other insurance deemed appropriate by Township covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage insurance the improvements and betterments located at the Leased Premises for one hundred percent (100%) on a replacement value thereof, together with all other coverages deemed appropriate by Township.
 - (ii) If the Leased Premises is destroyed by fire or other casualty that, in Township's reasonable judgment requires substantial alteration or reconstruction of the building, or if the Leased Premises has been substantially damaged, and insurance proceeds are insufficient to repair the damage, Township may, at its option, terminate this Lease by notifying WPP in writing of such termination within sixty (60) days after the date of such casualty. Such termination shall be effective as of the date of fire or casualty with respect to any portion of the Leased Premises that was rendered to WPP and secondly, as of the effective date of termination specified in Township's notice with respect to any portion of the Leased Premises that remains with WPP. If this Lease is not so terminated by Township, Township shall proceed with reasonable diligence to restore the Leased Premises.

SECTION XII

WAIVER OF SUBROGATION

Provided its right of full recovery under its insurance policy is not adversely affected, Township and WPP each hereby releases the other (and the other's agents and employees) with respect to a claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption). Township and WPP shall, to the extent obtainable, each procure a clause in, or endorsement on, any property insurance carried by it, pursuant to which the insurance company waives its right of subrogation against the other Party to this lease and its agents and employees or consents to a waiver of the right of recovery against the other Party to this lease and its agents and employees.

SECTION XIII

ASSIGNMENT, SUBLEASE OR LICENSE

WPP shall not assign or sublease any portion of the Leased Premises without first obtaining written consent of Township, which consent shall not be unreasonably withheld or delayed. An unauthorized assignment, sublease or license to occupy by WPP, shall be void and shall terminate this Lease at the option of Township.

SECTION XIV

INSOLVENCY

Each of the following shall constitute a breach of this Lease by WPP: (a) The appointment of a receiver or trustee to take possession of all or a portion of the assets of WPP, or (b) an assignment by WPP for the benefit of creditors, or (c) the institution by or against WPP of any proceedings for bankruptcy or reorganization under any State or Federal law (unless in the case of involuntary proceedings, the same shall be dismissed within forty-five (45) days after institution), or (d) any execution issued against WPP which is not stayed or discharged within fifteen (15) days after issuance of any execution sale of the assets of WPP.

SECTION XV

DEFAULT

(a) If (i) WPP sublets the Leased Premises or assigns this Lease in violation of the provisions of Section XII hereof; or (ii) WPP fails to maintain the insurance required pursuant to Section X hereof; or (iii) WPP fails to perform or observe any of the other covenants, terms or conditions contained in this Lease and such failure continues for more than 30 days after written notice thereof from Township (or such longer period as is reasonably required to correct any such default, provided WPP promptly commences and diligently continues to effectuate a cure, but in any event within sixty (60) days after written notice thereof by Township); then and in any of said cases (notwithstanding any former breach of covenant or waiver thereof in a former instance), Township, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter terminate this Lease upon written notice to WPP and, on the date specified in said notice, this Lease and the term hereby leased and all rights of WPP hereunder shall expire and terminate and WPP shall thereupon quit and surrender possession of the Leased Premises to Township in the condition elsewhere herein required.

(b) No waiver of any provision of this Lease shall be implied by any failure of Township to enforce any remedy allowed for the violation of such provision, even if such violation is continued or repeated, and no express waiver shall affect any provision other than the one(s) specified in such waiver and only for the time and in the manner specifically stated.

SECTION XVI

MUTUAL RELEASE

WPP and its employees, officials, volunteers and agents shall be solely responsible for any loss

FINAL

or damage to the Leased Premises or the property of WPP or its invitees, employees, officials, volunteers, agents and representatives while such property is on the Leased Premises.

Subject to the limits of WPP's liability insurance, WPP agrees to defend, indemnify and hold harmless Township from any suits, claims, damages and payment of monies, including any reasonable legal fees and costs arising from the gross negligence or willful misconduct of WPP in performing its obligations under the terms of this Lease.

Only to the extent that the Township may otherwise be held directly liable under applicable law, including, but not limited to, 42 Pa.C.S.A. 8542, *et seq.*, (Pennsylvania Political Subdivision Tort Claim Act), Township hereby agrees to defend, indemnify and hold harmless WPP from any suits, claims, damages and payment of monies, including any reasonable legal fees and costs arising from the gross negligence or willful misconduct of Township relating to the performance of this Lease.

SECTION XVII

ACCESS AND QUIET ENJOYMENT

Township shall have the right to enter the Leased Premises at all times to inspect the Leased Premises, provided that Township shall avoid interference with the conduct of WPP's operations during leased events. Notwithstanding the foregoing, Township covenants and agrees that WPP, so long as it shall not be in material default hereunder, shall and may, throughout the Lease Term, peaceably and quietly have, hold, occupy and enjoy the Leased Premises pursuant to the terms of this Lease.

SECTION XVIII

EARLY TERMINATION

At its sole discretion, WPP, upon one hundred and twenty (120) days prior written notice to Township, may terminate this Lease at any time. Upon or prior to the expiration or earlier termination of this Lease, WPP shall vacate the Leased Premises and remove all possessions, leaving the Leased Premises in broom-clean condition.

SECTION XIX

WAIVER OF LIENS/PERFORMANCE AND PAYMENT BONDS

WPP agrees that before any work is started or performed, a waiver of liens shall be prepared by the Township and signed by the contractor and/or materialmen and the Township. Said waiver of liens shall be filed of record in accordance with the Mechanic's Lien Laws of the Commonwealth of Pennsylvania. The parties hereto agree that a waiver of liens will only be required where the improvements or repairs are in excess of Five Thousand Dollars (\$5,000).

FINAL

WPP acknowledges and agrees that it shall promptly pay all persons furnishing labor or materials with respect to any improvements, alterations or additions made to the Premises. For all construction contracts in excess of one hundred thousand (\$100,000.00) dollars, the WPP shall require that its prime or general contractor secure performance and payment bonds in an amount equal to the cost of the construction contract.

SECTION XX

NOTICES

All notices required to be given hereunder shall be sent by registered or certified mail, return receipt requested, by Federal Express or other overnight express delivery service, or by hand delivery against written receipt or signed proof of delivery, to the respective Notice Addresses set forth below, and to such other person and address as each party may from time-to-time designate in writing to the other. Notices shall be deemed to have been received on the date delivered when sent by hand delivery, the next day when sent by Federal Express or other overnight express delivery service and within two (2) business days when sent by registered or certified mail.

**To Township: Township Manager, Radnor Township
 301 Iven Road, Radnor PA, 19807**

**To WPP: Willows Park Preserve, Board President
 490 Darby Paoli Road, Radnor PA, 19807**

SECTION XXI

MISCELLANEOUS

(a) If Township or WPP is delayed or prevented from performing any of their respective obligations under this Lease due to strikes, acts of God, shortages of labor or materials, war, civil disturbances or other causes beyond the reasonable control of the performing party ("**Force Majeure**"), the period of such delay or prevention shall be deemed added to the time herein provided for the performance of any such obligation by the performing party. Notwithstanding the foregoing, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.

(b) Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Lease or any amendments or exhibits hereto.

(c) This Lease and the exhibits attached hereto and forming a part hereof set forth all of the promises, agreements, conditions, warranties, representations, understandings and promises between Township and WPP relative to the Leased Premises and this leasehold and WPP expressly acknowledges that Township and Township's agents have made no representation, agreements,

conditions, warranties, representations, understandings or promises, either oral or written, other than as herein set forth, with respect to the Leased Premises, this leasehold or otherwise. No alteration, amendment, modification, waiver, understanding or addition to this Lease shall be binding upon Township or WPP unless reduced to writing and signed by Township, or by a duly authorized agent of Township and by WPP.

(d) The captions of the paragraphs in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

(e) If any provision contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (and the application of such provision to the persons or circumstances, if any, other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(g) Notwithstanding any provision of this Lease to the contrary, no officer or director of WPP or Township shall have any personal liability with respect to any provisions of this Lease or the Leased Premises.

(h) Township and WPP each represents and warrants to the other that (a) the execution and delivery of this lease has been fully authorized by all necessary corporate or municipal action, as applicable; (b) each person signing this Lease has the requisite authority to do so and the authority and power to bind the party on whose behalf he/she has signed; and (c) to the best of its knowledge and belief, this Lease is valid, binding and legally enforceable in accordance with its terms.

(i) This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original hereof, but all of which, taken together, shall constitute one and the same instrument.

(j) Any controversy or claim related to this Lease Agreement shall be submitted to a mutually agreed upon mediator within thirty (30) days of written notice by either party of a dispute. If there is no agreement or resolution within sixty (60) days after submission to a mediator or the appointment of a mediator, the parties shall submit to binding arbitration under the rules of the American Arbitration Association, and any decision rendered by an arbitrator shall be final and enforceable in any court of proper jurisdiction.

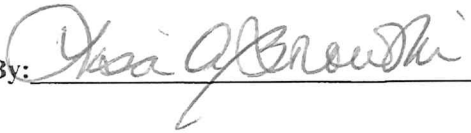
(k) This Lease Agreement revokes and replaces the previous Lease Agreement executed by the parties and approved by the Township by Ordinance No. 2018-05 dated May 14, 2018, except the Township's right to appoint two members to the WPP Board of Directors remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

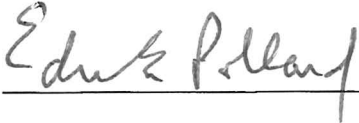
"Township"


Assistant Secretary

RADNOR TOWNSHIP

By: 

"WPP"



WILLOWS PARK PRESERVE

By: 

EXHIBIT A

Pursuant to Section VIII, Paragraph (a) of the Lease Agreement, the Township acknowledges and agrees that the WPP's obligation to make the improvements, alterations and additions specified herein are contingent upon the WPP's ability to raise the necessary funding for each aspect of construction. Accordingly, the Parties agree that throughout the construction project, certain modifications, amendments and/or adjustments may be made to the defined Scope of Work based on available, privately raised funds. WPP will be responsible for providing bi-annual reports to the Township regarding progress of fundraising efforts and construction and will make commercially reasonable efforts to complete all aspects of the improvements, alterations and additions as specified within Four Years of the Lease Commencement Date as defined by the Lease Agreement.

Notwithstanding the foregoing, the Parties acknowledge that the WPP has secured a \$1,000,000.00 donation and, pursuant to Section VIII, Paragraph (a) of the Lease Agreement, the WPP shall make commercially reasonable efforts to begin construction of the Phase I Improvements outlined herein within six (6) calendar months from the Lease Commencement Date to prevent any further damage and/or deterioration of the Mansion.

Phase I - Improvements

Scope of Work – Repairs to the shell of the building to keep it weathertight and stop water infiltration which is causing deterioration. Work to include the following:

- Roof replacement
- Chimney repairs
 - Exterior stucco and wood trim repairs and replacement (contingent upon funding)
 - Window and door repair or replacement (contingent upon funding)

The details and specifications for these scope items will be clearly defined in the construction document drawings and specifications. The design team will have bi-weekly coordination meetings and monthly updates with WPP and Radnor Township during the development of the construction documents.

WPP acknowledges that the Township has disclosed to WPP that the Premises may contain asbestos and other materials that may similarly become hazardous if disturbed during the construction process. The Township acknowledges that the WPP's obligation with respect to asbestos or any other hazardous material existing at the premises is limited to compliance with all applicable laws and regulations in connection with any construction work performed in the Leased Premises and in the event such materials are encountered during performance of its construction contracts, the WPP shall remove, treat, or abate any such materials as encountered

Phase 2 - Renovation

This package to be bid upon securing necessary funding through WPP's fundraising efforts. Construction to begin after completion of Phase I Improvements to ensure building is weathertight and ready for the new work.

Scope of work would focus on interior renovations, building system upgrades, exterior addition, exterior terrace renovations and additions, painting of the building's exterior. Door and window

repairs/replacement and any other items if not included in Phase I would be included here. All work is contingent upon WPP's ability to raise the necessary funding for each aspect of construction and the project may be further separated into distinct projects, modified, amended and/or scaled back based on available funding.

Demolition

Existing solarium
Finishes and substrates for new building systems
Existing building systems

Construction

Construct new elevated porch, modifications to existing building
Upgrade to ADA accessibility
Basement exterior wall repairs and damp-proofing
New and reconstructed terraces
Repair and modify existing site walls
Repair fireplaces
Structural augmentation of existing members
New or refurbished finishes throughout
Plaster and drywall, flooring, wood paneling, ornamental stair and railing, casework, painting and staining
Infrastructure for caterer provided kitchen equipment including exhaust hood
New fire suppression sprinklers throughout
Repair/replace plumbing system throughout, hot water heaters, pumps, perimeter drain, restrooms
Repair/replace HVAC system and distribution throughout
Repair/replace electrical service, distribution panel and distributed system throughout
Repair/replace fire alarm system and devices throughout
Repair/replace Tele/data and security systems throughout

Exhibit B

