
EXHIBIT F67

SANITARY SEWER IMPROVEMENTS AGREEMENT,
DATED MARCH 2016, BY AND AMONG
DELCORA AND BROOKHAVEN ACQUISITION LP

SANITARY SEWER IMPROVEMENTS AGREEMENT

This **SANITARY SEWER IMPROVEMENTS AGREEMENT** (this “**Agreement**”) is made and entered into this ____ day of March, 2016, by and between **BROOKHAVEN ACQUISITION LP**, a Pennsylvania limited partnership, (“**Brookhaven Acquisition**”), and **THE DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY**, a municipal authority organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (“**Delcora**”).

BACKGROUND

WHEREAS, Brookhaven Acquisition is the owner of that certain parcel of real property located within the jurisdictional limits of the Borough of Brookhaven, Delaware County (the “**Borough**”) and more fully described by metes and bounds on **Exhibit A** attached hereto (the “**Brookhaven Acquisition Parcel**”); and

WHEREAS, on April 6, 2015, Borough Council of the Borough granted Conditional Final Subdivision and Land Development Approval with regard to subdivision and development of the Brookhaven Acquisition Parcel (the “**Brookhaven Acquisition Land Development Approval**”); and

WHEREAS, pursuant to the Brookhaven Acquisition Land Development Approval, Brookhaven Acquisition is presently developing the Brookhaven Acquisition Parcel as a retail center known as The Shoppes at Brookhaven, together with certain public, quasi-public and private improvements with regard thereto (collectively, the “**Brookhaven Acquisition Development**”); and

WHEREAS, Delcora is the municipal authority having jurisdiction and responsibility over and for sanitary sewage collection, conveyance and treatment within the geographic region in which the Borough is located; and

WHEREAS, Brookhaven Acquisition contemplates that sanitary sewage effluent from the Brookhaven Acquisition Development will flow from the Brookhaven Acquisition Parcel to the Delcora Western Regional Wastewater Treatment Facility (the “**Delcora Wastewater Treatment Facility**”) through infrastructure owned and maintained by Delcora (the “**Delcora Wastewater Conveyance Infrastructure**”); and

WHEREAS, the tapping fee for connection to the Delcora Wastewater Conveyance Infrastructure and treatment of sanitary sewage effluent at the Delcora Wastewater Treatment Facility as of the date of this Agreement is One Thousand and 00/100 Dollars (\$1,000.00) per EDU (the “**Delcora Tapping Fee**”); and

WHEREAS, the Brookhaven Acquisition Development requires eighty-five (85) EDUs, such that the Delcora Tapping Fee applicable to the Brookhaven Acquisition Development is Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) (the “**Brookhaven Acquisition Development Tapping Fee**”); and

WHEREAS, the Delcora Wastewater Conveyance Infrastructure is a combined sewer system within the bed of Blossom Avenue between East Parkway Avenue and East Avon Avenue within the jurisdictional limits of the City of Chester, Delaware County (the “City”), as the existing condition thereof is such that stormwater flowing from properties within the Borough enters into the Delcora Wastewater Conveyance Infrastructure and intermixes with sanitary sewage effluent flowing through the Delcora Wastewater Conveyance Infrastructure; and

WHEREAS, Delcora requested that, in conjunction with each of the Brookhaven Acquisition Development and the Radio Park Development (as hereinafter defined), Brookhaven Acquisition and Radio Park (as hereinafter defined), respectively, complete the separation of the existing sanitary sewer line from the existing stormwater conveyance line within the bed of Blossom Avenue between East Parkway Avenue and East Avon Road within the jurisdictional limits of the City, all as more fully depicted on that certain plan by Catania Engineering Associates entitled Storm Sewer Separation for Delcora Blossom Ave – E. Avon to E. Parkway, dated October 15, 2015, and attached hereto as **Exhibit B** (the “Blossom Avenue Wastewater Conveyance Infrastructure Improvements”), in order to disconnect the flow of some stormwater from such portion of the Delcora Wastewater Conveyance Infrastructure and, thereby, preclude to a limited extent intermixing of stormwater and sanitary sewage effluent, as aforesaid, while increasing the hydrological capacity at the Delcora Wastewater Treatment Facility (the “Delcora Sewer Separation Requests”); and

WHEREAS, pursuant to that certain Letter of Intent dated April 29, 2015, by and between Hartford Properties, LLC (“Hartford Properties”), Daniel Schempp (“Schempp”) and Delcora (the “Letter of Intent”), those parties contemplated the division amongst them of the responsibilities and obligations with regard to the Delcora Sewer Separation Requests; and

WHEREAS, Brookhaven Acquisition is the successor-by-assignment of Hartford Properties’ right, title, and interest, duties, responsibilities, and obligations in, to, and under the Letter of Intent; and

WHEREAS, Radio Park is the successor-by-assignment of Schempp’s right, title, and interest, duties, responsibilities, and obligations in, to, and under the Letter of Intent; and

WHEREAS, though Schempp executed the Letter of Intent, Radio Park is presently unable to perform the financial obligations which Schempp undertook pursuant to the Letter of Intent; and

WHEREAS, notwithstanding Radio Park’s inability to perform the financial obligations which Schempp undertook pursuant to the Letter of Intent, on and subject to the terms, conditions and provisions expressly set forth in this Agreement, Brookhaven Acquisition is willing to complete the Blossom Avenue Wastewater Conveyance Infrastructure Improvements; and

WHEREAS, notwithstanding Radio Park’s present inability to perform the financial obligations which Schempp undertook pursuant to the Letter of Intent, on and subject to the express terms, conditions, and provisions set forth in that certain Sanitary Sewer Cost Sharing Agreement dated March ____, 2016, by and between Brookhaven Acquisition and Radio Park (the “Cost”

Sharing Agreement”), Brookhaven Acquisition is willing to allow Radio Park to participate in the benefits arising out of this Agreement and Brookhaven Acquisition’s performance of the Blossom Avenue Wastewater Conveyance Infrastructure Improvements; and

WHEREAS, Brookhaven Acquisition is, and shall be, entitled to a credit against the Brookhaven Acquisition Development Tapping Fee on a dollar-for-dollar basis for eighty-two and five-tenths percent (82.5%) of the Blossom Avenue Wastewater Conveyance Infrastructure Improvements Cost (as hereinafter defined) (the “Brookhaven Acquisition Development Tapping Fee Credit”).

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Brookhaven Acquisition and Delcora hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.
2. Incorporation of Exhibits. All Exhibits attached to this Agreement are incorporated herein by reference.
3. Completion of Improvements. Under and pursuant to the terms, conditions and provisions expressly set forth in this Agreement, Brookhaven Acquisition shall complete the Blossom Avenue Wastewater Conveyance Infrastructure Improvements.
4. Grant of Permission to Perform Work. Delcora heretofore reviewed the plans and specifications with regard to the Blossom Avenue Wastewater Conveyance Infrastructure Improvements, and hereby confirms that it heretofore granted to Brookhaven Acquisition all necessary right and authority to access and modify that portion of the Delcora Wastewater Conveyance Infrastructure as necessary in order to complete the Blossom Avenue Wastewater Conveyance Infrastructure Improvements. Delcora hereby acknowledges Brookhaven Acquisition’s receipt from the City of that certain Permit for Street Opening No. 11386 dated January 21, 2016, a true, correct, and compete copy of which is attached hereto as Exhibit C (the “City Permit”), and that no further permits or approvals are necessary for Brookhaven Acquisition to complete the Blossom Avenue Wastewater Conveyance Infrastructure Improvements.
5. Confirmation of Satisfaction of Requests. Delcora hereby confirms and acknowledges that execution and delivery of this Agreement by Brookhaven Acquisition constitutes full and complete satisfaction by Brookhaven Acquisition of the Delcora Sewer Separation Requests. Furthermore, Delcora hereby confirms and acknowledges that, unless and until Radio Park satisfies its obligations under and pursuant to the Cost Sharing Agreement including, without limitation, the obligation to remit the Radio Park Share (as hereinafter defined) to Brookhaven Acquisition, Radio Park shall not, and shall not be deemed to have, satisfied the Delcora Sewer Separation Requests.
6. Brookhaven Acquisition to Complete Work; Radio Park to Reimburse.

A. Completion of Work. Brookhaven Acquisition shall complete the Blossom Avenue Wastewater Conveyance Infrastructure Improvements, for which Brookhaven Acquisition heretofore entered into a construction contract with N. Abbonizio Contractors, Inc., a Pennsylvania corporation (“N. Abbonizio”), and, pursuant the Cost Sharing Agreement, Radio Park is and shall be responsible to, *inter alia*, pay over to Brookhaven Acquisition certain amounts as more fully set forth therein.

B. Costs. The cost of the Blossom Avenue Wastewater Conveyance Infrastructure Improvements (the “Blossom Avenue Wastewater Conveyance Infrastructure Improvements Cost”) does and shall include all sums payable by Brookhaven Acquisition to N. Abbonizio, or otherwise, for or towards completion of the Blossom Avenue Wastewater Conveyance Infrastructure Improvements, and shall also include, but shall not necessarily be limited to, (i) the cost(s) paid or payable by Brookhaven Acquisition for negotiation of this Agreement, (ii) the cost(s) paid or payable by Brookhaven Acquisition with regard to the City Permit, (iii) the cost(s) payable by Brookhaven Acquisition of any and all insurance carried by Brookhaven Acquisition with regard to the Blossom Avenue Wastewater Conveyance Infrastructure Improvements; (iv) the cost(s) payable by Brookhaven Acquisition of any fees or other premiums charged to Brookhaven Acquisition for any inspection or financial security required to be posted to secure completion of the Blossom Avenue Wastewater Conveyance Infrastructure Improvements; and (v) the cost(s) for which Brookhaven Acquisition is, or may become, responsible arising out of or in any manner or form related to Brookhaven Acquisition’s enforcement of this Agreement including, without limitation, attorneys’ fees and court costs.

C. Developer Agreement. Declora acknowledges that Brookhaven Acquisition heretofore entered into an agreement with the City establishing the terms, conditions and provisions pursuant to which Brookhaven Acquisition shall complete the Blossom Avenue Wastewater Conveyance Infrastructure Improvements (as the same may be executed and amended from time to time, the “Blossom Avenue Wastewater Conveyance Infrastructure Improvements Developer Agreement”). In furtherance, and not in limitation, of Section 6.A. of this Agreement, Radio Park acknowledges that the Blossom Avenue Wastewater Conveyance Infrastructure Improvements Cost does and shall include any and all expenses arising out of or in any manner or form related to the Blossom Avenue Wastewater Conveyance Infrastructure Improvements Agreement and Brookhaven Acquisition’s discharge of its duties, responsibilities and obligations under and pursuant to the Blossom Avenue Wastewater Conveyance Infrastructure Improvements Developer Agreement.

7. Radio Park.

A. Identification of Radio Park; Radio Park Development. Each of Brookhaven Acquisition and Delcora acknowledges that (i) that Radio Park, L.P., a Pennsylvania limited partnership (“Radio Park”), is the owner of those certain parcels of real property located within the jurisdictional limits of the Borough and more fully described by metes and bounds on Exhibit D attached hereto (collectively, the “Radio Park Parcels”), and (ii) that Radio Park (or, as applicable, its successor) intends to develop the Radio Park Parcels as an eighteen (18) townhouse development known as Society Hill at Brookhaven, together with certain public, quasi-public and private improvements with regard thereto (collectively, the “Radio Park Development”).

B. Sanitary Sewer Needs; Tapping Fee. Each of Brookhaven Acquisition and Delcora acknowledges (i) that Radio Park contemplates that sanitary sewage effluent from the Radio Park Development will flow from the Radio Park Parcels to the Delcora Wastewater Treatment Facility through the Delcora Wastewater Conveyance Infrastructure, and (ii) that the Radio Park Development requires eighteen (18) EDUS (the “Radio Park Capacity”), such that the Delcora Tapping Fee applicable to the Radio Park Development is Eighteen Thousand and 00/100 Dollars (\$18,000.00) (the “Radio Park Development Tapping Fee”).

C. Possible Credit for Radio Park Tapping Fee. Delcora acknowledges that if, and only if, Radio Park fully complies with its obligations under and pursuant to the Cost Sharing Agreement and Brookhaven Acquisition provides to Delcora written confirmation of such compliance, Radio Park shall be entitled to a credit against the Radio Park Development Tapping Fee for an amount not to exceed Eighteen Thousand and 00/100 Dollars (\$18,000.00) and to be applied on a dollar-for-dollar basis for monies actually paid by Radio Park to Brookhaven Acquisition pursuant to the Cost Sharing Agreement (the “Radio Park Development Tapping Fee Credit”).

D. Radio Park Not Intended Third-Party Beneficiary. Notwithstanding anything to the contrary set forth in this Agreement, each of Brookhaven Acquisition and Delcora acknowledges that Radio Park is not, and shall not for any intents or purposes whatsoever be deemed to be, an intended third-party beneficiary of this Agreement.

8. Reservation of Capacity; Purchase of Capacity; Administration of Credit.

A. Reservation. Prior to its execution of this Agreement, Brookhaven Acquisition did pay over to Delcora the sum of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) (the “Capacity Reservation Fee”), the receipt of which Delcora acknowledged pursuant to that certain letter dated October 21, 2015, attached hereto as Exhibit E, such that, as of the execution of this Agreement, the remaining outstanding amount of the Brookhaven Acquisition Development Tapping Fee is, and for all intents and purposes whatsoever shall be deemed to be Seventy-Six Thousand Five Hundred and 00/100 Dollars (\$76,500.00). Delcora does reserve, and for all intents and purposes whatsoever shall be deemed to have reserved, for Brookhaven Acquisition eighty-five (85) EDUs of capacity at the Delcora Wastewater Treatment Facility (the “Brookhaven Acquisition Capacity”), which such Brookhaven Acquisition Capacity is, and for all intents and purposes whatsoever shall be deemed to be, reserved to and for the benefit of the Brookhaven Acquisition Development.

B. Purchase of Capacity. Simultaneously with its full execution and delivery of this Agreement, Brookhaven Acquisition does purchase, and for all intents and purposes whatsoever shall be deemed to have purchased, from Delcora the Brookhaven Acquisition Capacity, and Delcora does and shall take any and all steps necessary to record in its records such purchase and ownership by Brookhaven Acquisition of the Brookhaven Acquisition Capacity. Delcora hereby represents and warrants to Brookhaven Acquisition that no further approvals or actions whatsoever are necessary for such purchase and ownership to be final and complete for all intents and purposes whatsoever.

C. Representation of Ability to Sell EDUs and Permit Discharge of Effluent.

Notwithstanding anything to the contrary set forth in this Agreement, or elsewhere, Delcora does hereby represent and warrant to Brookhaven Acquisition that Delcora has all legal approval, authority and ability necessary to sell to Brookhaven Acquisition the Brookhaven Acquisition Capacity for use at the Brookhaven Acquisition Development, and that there are no legal or factual impediments whatsoever to the issuance to Brookhaven Equities, or anyone claiming by, through or on behalf of Brookhaven Equities, any and all such permits as may be necessary to permit the discharge of eighty-five (85) EDUs worth of sanitary sewage effluent from the Brookhaven Acquisition Development through the Delcora Wastewater Conveyance Infrastructure for treatment at the Delcora Wastewater Treatment Facility and that, upon presentation to Delcora of applications with regard to such permits, Delcora shall issue the same without delay or condition.

D. Administration of Credit. Brookhaven Acquisition is and shall be entitled to the Brookhaven Acquisition Development Tapping Fee Credit to be applied on dollar-for-dollar basis against the Brookhaven Acquisition Development Tapping Fee. If, upon and within thirty (30) days following completion of the Blossom Avenue Wastewater Conveyance Infrastructure Improvements, it shall be determined that the amount of the Brookhaven Acquisition Development Tapping Fee Credit shall have exceeded the amount of the Brookhaven Acquisition Development Tapping Fee, Brookhaven Acquisition shall, within thirty (30) days of receipt of written demand from Delcora, remit to Delcora an amount equal to the difference between the amount of the Brookhaven Acquisition Development Tapping Fee Credit and the Brookhaven Acquisition Development Tapping Fee. Notwithstanding anything to the contrary set forth in this Agreement, however, in the event that the amount of the Brookhaven Acquisition Development Tapping Fee Credit shall exceed the amount of the Brookhaven Acquisition Development Tapping Fee, Brookhaven Acquisition shall not be entitled to any refund or other credit, or to purchase from Delcora any capacity at the Delcora Wastewater Treatment Facility in excess of the Brookhaven Acquisition Capacity.

9. Radio Park Purchase of Capacity; Administration of Credit.

A. Requirement to Pay. Notwithstanding anything to the contrary set forth in this Agreement, or elsewhere, Radio Park is not, and shall not, be entitled to purchase from Delcora (and Delcora shall not sell to Radio Park, or otherwise for use at the Radio Park Parcels) any EDUs, and Delcora shall not issue any permits as may be necessary to permit the discharge of sanitary sewage effluent from the Radio Park Parcels through the Delcora Wastewater Conveyance Infrastructure for treatment at the Delcora Wastewater Treatment Facility without, in each instance, ten (10) Business Days' (as hereinafter defined) prior written notice to Brookhaven Acquisition, and either (i) Brookhaven Acquisitions' written confirmation to Delcora that Radio Park shall have paid to Brookhaven Acquisitions such sums as shall by then have become due and payable under and pursuant to the Cost Sharing Agreement or (ii) the passage of such ten (10) Business Days' without notice from Brookhaven Acquisitions that Radio Park shall have failed to pay the Radio Park Share.

B. Administration of Credit. If, as and when Radio Park (or, as applicable, its successor or assign) shall seek to purchase EDUs from Delcora with regard to the Radio Park

Development (which such purchase is, and shall be, subject to the provisions of Section 9.A. of this Agreement and the Cost Sharing Agreement), Delcora shall apply the Radio Park Development Tapping Fee Credit on dollar-for-dollar basis against the Radio Park Development Tapping Fee provided, however, that it shall be determined that the amount of the Radio Park Development Tapping Fee Credit shall exceed the amount of the Radio Park Development Tapping Fee, Delcora shall require Radio Park (or, as applicable, its successor or assign) to remit to Delcora an amount equal to the difference between the amount of the Radio Park Development Tapping Fee Credit and the Radio Park Development Tapping Fee, the obligation for which Radio Park acknowledges by its execution of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, however, in the event that the amount of the Radio Park Development Tapping Fee Credit shall exceed the amount of the Radio Park Development Tapping Fee, Delcora shall not allow any refund or other credit against the Radio Park Development Tapping Fee, or allow Radio Park to purchase from Delcora any capacity at the Delcora Wastewater Treatment Facility in excess of the Radio Park Capacity.

10. Notices. Any and all notices required or desired to be given pursuant to this Agreement shall be sent via hand delivery or via first-class mail or via a nationally recognized courier service guaranteeing next Business Day delivery, in any event to the addresses set forth below or such other address(es) as the recipient(s) may designate from time to time:

if to Brookhaven Acquisition:

Brookhaven Acquisition, L.P.
c/o Retail Sites, LLC
Tall Oaks Corporate Center
1000 Lenola Road
Building Two, Suite 100
Maple Shade, New Jersey 08052
Attn: Mr. Robert M. Hill

with a required copy in all instances to:

Buckley, Brion, McGuire & Morris LLP
118 West Market Street
West Chester, Pennsylvania 19382
Attn: Joseph E. Brion, Esquire
Michael S. Gill, Esquire

if to Delcora:

The Delaware County Regional Water Quality Control Authority
100 East Fifth Street
Post Office Box No. 999
Chester, Pennsylvania 19013
Attn: Robert J. Willert, Executive Director

with a required copy in all instances to:

McNichol, Byrne & Matlawski , PC
1223 North Providence Road
Media, Pennsylvania 19063
Attn: J. Adam Matlawski, Esquire

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof as follows: if made by hand delivery then upon such delivery, if made by overnight delivery then on the next Business Day following deposit thereof properly addressed and delivery fees paid with a nationally recognized courier guaranteeing overnight delivery and providing package tracking capability and, if made by first-class mail then on the fifth (5th) Business Day following deposit thereof with the United States Postal Service properly addressed and postage prepaid. When used in this Agreement, the term “Business Day” does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania.

11. No Joint Venture, Partnership or Other Association. Except as expressly set forth in this Agreement, nothing set forth in this Agreement or elsewhere shall, or shall be deemed to, create any joint venture, partnership or other association by or between Brookhaven Acquisition and Delcora.

12. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law.

13. Jurisdiction; Venue. Jurisdiction for any dispute arising out of or in any manner or form related to this Agreement shall be with the courts of the Commonwealth of Pennsylvania. Initial venue for any such dispute is and shall lay with the Court of Common Pleas of Delaware County.

14. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

15. Provisions Severable. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

16. Radio Park Acknowledgment. Radio Park does and shall execute this Agreement in the space provided below for the purpose of acknowledging the terms, conditions, and provisions hereof including, without limitation, Section 6. of this Agreement, Section 7. of this Agreement, and Section 9. of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

BROOKHAVEN ACQUISITION LP,
a Pennsylvania limited partnership

By: Brookhaven Acquisition GP LLC,
a Pennsylvania limited liability company
its General Partner

By: Brookhaven Managing Member, LLC,
a Pennsylvania limited liability company
its Managing Member

By: Brookhaven Equities LLC,
a Pennsylvania limited liability company
its Managing Member

By: _____
Name: Robert M. Hill
Title: Managing Member

**THE DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY,**
a municipal authority organized and existing under and
pursuant to the laws of the Commonwealth of Pennsylvania

By: 
Name: Robert Willert
Title: Executive Director

Radio Park does and shall execute this Agreement in the space provided below for the purpose of acknowledging the terms, conditions, and provisions hereof including, without limitation, Section 6. of this Agreement, Section 7. of this Agreement, and Section 9. of this Agreement.

RADIO PARK LANE, L.P.,
a Pennsylvania limited partnership

By: ECO Development and Construction Group LLC,
a Pennsylvania limited liability company
its sole general partner

By: _____
Name: _____
Title: _____

EXHIBIT A

**[INSERT METES AND BOUNDS DESCRIPTION OF
BROOKHAVEN ACQUISITION PARCEL]**

EXHIBIT B

**[INSERT PLANS AND DESCRIPTION OF BLOSSOM AVENUE WASTEWATER
CONVEYANCE INFRASTRUCTURE IMPROVEMENTS]**

EXHIBIT C

[INSERT CITY PERMIT]

EXHIBIT D

**[INSERT METES AND BOUNDS DESCRIPTIONS OF
RADIO PARK PARCELS]**

EXHIBIT E

[INSERT CAPACITY RESERVATION LETTER]