
EXHIBIT F72

AGREEMENT OF SALE AND SERVICE, DATED
DECEMBER 1, 1983, BY AND AMONG
TOWNSHIP OF CHESTER, CHESTER TOWNSHIP
SEWER AUTHORITY AND DELCORA

AGREEMENT OF SALE AND SERVICE

THIS AGREEMENT, dated as of December 1, 1983, between the TOWNSHIP OF CHESTER (the "Township") a Township in the Commonwealth of Pennsylvania, The Chester Township Sewer Authority (the "Township Authority") (together known as the "Seller") an Authority created by the Township of Chester, jointly and severally, and DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY (The "Buyer"), an authority created by the County of Delaware, Pennsylvania.

W I T N E S S E T H:

WHEREAS, the Township Authority is the owner of facilities used for the collecting and transporting of sewage, which serves private users directly in portions of Chester Township and Upper Chichester Township (the "Service Area") as shown on a Service Map (the "Service Map") attached hereto as Exhibit A; and

WHEREAS, there is presently in existence an Agreement between SELLER and the City of Chester dated March 4, 1963 (the "Existing Agreement") for the acceptance and treatment of the sewage from the Service Area, which was assigned by the said City to BUYER; and

WHEREAS, BUYER has acquired the sewerage systems of the City of Chester and the Boroughs of Upland and Parkside; and

WHEREAS, SELLER desires to sell and BUYER desires to purchase all of the Township Authority's property constituting its sewer system and related property in the Service Area, which is leased to the Township, all as hereinafter described; and

WHEREAS, the SELLER desires to have BUYER assume responsibility for providing sewage collection and conveyance service (BUYER is already providing treatment service) for the Service Area, and BUYER is willing to assume such responsibility, subject to the provisions hereof.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Property to be Acquired. Subject to the terms and conditions hereinafter set forth, SELLER will sell, assign, transfer and deliver to BUYER, and BUYER will purchase from SELLER, at the time of the Closing hereinafter provided, all of the property, real, personal and mixed, with the exception of all mobile and small equipment and tools, constituting SELLER's system for the collection and transportation of sewage within the Service Area, including without limitation, all of the following types of property which together are herein sometimes called the "Sewer Properties":

(a) The real property, together with all structures and improvements thereon, including without limitation, the pumping station, related equipment and fixtures and all Seller's land at the location of the pumping station, as

described on Exhibit B attached hereto and all easements, private rights-of-way and other interests in land (all being herein referred to together as the "Real Property");

(b) All sanitary sewer mains, interceptors, force mains, collection systems, valves, pumps, machinery, equipment, siphons, regulators and tide gates, customer lists and franchises, licenses, sewage permits, contracts, contract rights and related assets (excluding accounts receivable and unbilled revenues), all rights in connection with Federal, State or other grant, loan or similar applications for assistance with sewer projects to the extent permitted by law, and all documents and papers used or held for use by SELLER in the operation of the Sewer Properties, but not including mobile and small equipment and tools, cash, bank accounts, or securities of the Seller, except to the extent of Seller's obligations under Section 7 hereof, (all being herein referred to together as the "Personal Property"). Books, records, maps, surveys, drawings, engineering and financial studies and reports, plans, of SELLER, that SELLER is now using and may need in the future, shall be available for BUYER's inspection, and SELLER will provide such copies as BUYER requires.

(c) The Sewer Properties shall include all lateral sections between the main sewer and the curb trap. BUYER agrees that as part of its maintenance of the main sewer it

will maintain such lateral sections, provided however that a curb trap and vent is installed in the vicinity of the curb line. The Township agrees that it will maintain and enforce an ordinance requiring property owners to install and maintain curb traps and vents in connection with each lateral section. It is further agreed that BUYER will not be responsible for maintenance of any portion of any lateral unless such curb trap and vent is installed and in proper operating condition. It is understood and agreed that there will be no distinction in rates and charges levied by BUYER between properties which have a curb vent and trap installed on the lateral and those properties which do not.

2. Limited Assumption of Liabilities. Except for the contracts described in Exhibit C hereto, Buyer will not assume or become liable for any of the debts, liabilities or obligations of Seller in connection with the Sewer Properties.

3. Purchase Price. As the purchase price for the Sewer Properties, BUYER shall pay to SELLER an amount which, together with the balances now held under the Township Authority's Indenture will be sufficient to provide (on a net basis) for the retiring when due of all such Authority's outstanding bonds.

4. Representations and Warranties of Seller. The SELLER represents and warrants as follows:

4.1. The Township Authority is now the legal and beneficial owner of the Sewer Properties, subject to the

lease to the Township, with good and marketable title thereto, free and clear of all liens, encumbrances, charges and defects in title, and in the case of the Real Property such as will be insured by a reputable title insurance company at regular rates, except for those easements and restrictions in the line of title and minor encumbrances and defects which SELLER represents will not individually or in the aggregate materially and adversely affect the use and operation of, or the right to use and operate, the Real Property. The Deed conveying the Real Property and the Bill of Sale and Assignment conveying the Personal Property which have been or will be examined and approved by the parties, will properly describe or identify all the important Sewer Properties.

4.2. To the best of SELLER's knowledge, the Sewer Properties are in good and operable condition and are adequate in all respects for the providing of all sewage service in the Service Area as now being provided by the Township as lessee thereof, except for the defects heretofore disclosed in writing by SELLER, and except those known by BUYER from its inspection of said properties, made prior to the date of this Agreement, a report of which has been delivered to Seller.

4.3. SELLER has all requisite, valid and assignable licenses, non-exclusive franchises, easements, consents,

permits and regulatory approvals (including, without limitation, sewerage permit Numbers 761-S-7 and 9841-S from the Pennsylvania Department of Environmental Resources), all requisite certificates of public convenience and rate approvals from the Public Utility Commission, all requisite permits for stream encroachments from the Pennsylvania Department of Forests and Waters and all requisite highway crossing permits from the Pennsylvania Department of Highways), to engage in the business of collecting and transporting sewage in the Service Area, as such business is now conducted. SELLER is not in violation of any of the provisions of any of the foregoing permits or any statutes under which such permits were granted, as now in force. SELLER agrees to join in executing any requisite applications to transfer the aforementioned sewage permits to BUYER and will cooperate in effectuating such transfer as well as the transfer of all other permits from SELLER to the BUYER, which will be accomplished to the maximum possible extent prior to the Closing and will be completed if necessary promptly after the Closing. The Township will grant to BUYER at the Closing the unlimited right of continued occupancy for all existing and future lines located in public rights-of-way in that part of the Service Area which is located in Chester Township and will convey at the closing easements to the BUYER for all properties not located in public right-of-way. Should

streets be vacated which are occupied by sewer lines transferred to the BUYER, SELLER will require the land owners to provide easements at no expense to the BUYER as a condition to any such vacation.

4.4. The execution, delivery and performance of this Agreement by SELLER has been duly authorized by all necessary official action of SELLER, (both the Township and the Township Authority), and this Agreement constitutes a valid and binding obligation of SELLER in accordance with its terms. The execution and performance of this Agreement by SELLER will not violate any provisions of law and will not result in the breach of any term or provision of, or constitute a default or result in the acceleration of any obligation under any loan agreement, indenture, financing agreement, lease, franchise, license, or any loan agreement, indenture, financing agreement, lease, franchise, license, or any other agreement or instrument of any kind to which either SELLER is a party.

4.5. There is now pending no litigation, proceeding or controversy or complaint (formal or informal) to which either SELLER is a party or of which it has knowledge, before any Court, public utility commission, or other authority with respect to (a) the Sewer Properties, (b) SELLER's right to operate any of them or the manner of such operation, (c) its duty to serve elsewhere, or (d) contesting SELLER'S right to enter this Agreement.

4.6. There are no contracts, indentures, refunding agreements or agreements in aid of construction, service or main extension deposits with respect to either SELLER or the Sewer Properties, except as listed in Exhibit C attached hereto or as heretofore disclosed in writing to BUYER. Neither SELLER nor any of its property is subject to any commitments, obligations with respect to future employee compensation, licenses, reservations, exceptions, rights-of-way, judgments or Court Orders which (a) relate to and adversely affect the Sewer Properties, SELLER'S sewer service, or SELLER'S right to enter and perform this Agreement, or (b) extend beyond the Closing date, except as heretofore disclosed in writing to BUYER.

4.7. Seller has delivered to Buyer certified financial statements relating to the Township Authority as of June 30, 1980 and the Township Sewer Revenue Account, as of December 31, 1982, including a report of the results of operation of the Authority and said Account for the periods then ended, which are correct and complete and fairly present the financial condition of the Authority and said Account at such times including accurately stating all assets and liabilities, accrued, absolute, contingent or otherwise, and the results of operations for the period then ended, all in accordance with generally accepted accounting principles consistently applied, except as set forth in the footnotes

thereto. There has been no material and adverse change in said financial condition of the Authority since June 30, 1980 or of said Account or operations since December 31, 1982.

4.8. There are no contracts or agreements currently outstanding with individuals, corporations, or municipalities for sewer service to areas beyond the boundaries of the Service Area.

4.9. SELLER has no outstanding bonds or lease obligations relating to the Sewer Properties other than those described in paragraph 7 hereof.

4.10. Since June 30, 1980 the Sewer Properties have not been materially and adversely affected permanently as a result of any casualty, drought, flood, strike or other labor dispute, governmental order, litigation or administrative proceeding, riot, activities of armed forces, war or acts of God or the public enemy.

4.11. Since June 30, 1980 SELLER has not initiated any additions to the Sewer Properties, except for such minor additions as have been necessary to provide reasonably adequate service in the regular and ordinary course of business, which are not shown on the plans provided the BUYER; or entered any other contract or commitment except as disclosed in writing to BUYER.

4.12. SELLER is not, with respect to the Sewer Properties, in default under any provision of law,

regulation, zoning or other ordinance, articles of incorporation, by-laws, franchise, permit (including without limitation, those referred to in Section 4.3 above), indenture, contract or other document which is applicable to or binding upon it. There is no unpaid charge or other accrued liability of Seller under the contracts described on Exhibit C.

4.13. The Sewer Properties are insured against all risks usually insured against by persons operating similar properties, under valid and enforceable general liability insurance policies issued by insurers of recognized responsibility in reasonably sufficient amounts. SELLER will continue to maintain such insurance coverage up to and including the Closing date, but need not endorse the policies to include BUYER'S interest hereunder.

5. Conduct Pending Closing.

5.1. Pending the Closing Seller will:

(a) Operate the Sewer Properties only in the ordinary course and in accordance with applicable local, state and federal laws and regulations;

(b) Not enter into by or on behalf of SELLER any contract or commitment relating to the Sewer Properties, except: (i) normal and usual commitments for the purchase of materials and supplies; (ii) commitments related to the items referred to in Section 4.11 above; or (iii) any which may receive the prior written approval of BUYER;

(c) Not mortgage, pledge, or subject to lien or other encumbrance or dispose of any of the Sewer Properties; and

(d) Give to BUYER and its authorized representatives full access during normal business hours throughout the period prior to Closing to the Sewer Properties, and all related books, contracts, commitments and records of SELLER, and will furnish licenses and permits, summaries of insurance policies, descriptions of real estate, copies of SELLER'S Sewer Rental Billings for the years 1981, 1982, and 1983 showing all accounts, addresses, property owners names, water consumption, amount billed, amounts paid, and such other information concerning the Sewer Properties and matters related thereto as BUYER may request. SELLER will also inform BUYER promptly upon its learning of any event or fact which would adversely affect any representation of warranty herein.

6. Conditions to BUYER'S Obligation. The obligation of BUYER to complete the purchase hereunder is subject to fulfillment of the following conditions on or before the Closing Date (in addition to those expressed elsewhere herein).

6.1. SELLER'S permits shall have been transferred to BUYER where such transfer is required by applicable laws or regulations.

6.2. BUYER shall have received a satisfactory opinion of SELLER'S solicitor, dated the Closing date with respect to the matters referred to in Sections 4.1, 4.3, 4.4, 4.5, 4.6,

4.8, and 4.12 as of the Closing Date, and to the effect that he has no knowledge of any fact which would cause the representations and warranties in this Agreement not to be true or the conditions of Closing herein not to have been performed as of the Closing Date. In giving his opinion with respect to the title to Real Property, such solicitor may rely upon the policy of title insurance issued to BUYER.

6.3. The purchase hereunder shall have been approved by County Council of the County of Delaware, as required by applicable law.

6.4. The purchase hereunder and subsequent service by BUYER shall have been approved by Ordinance of the Township of Upper Chichester.

6.5. BUYER shall have received from its Solicitors an opinion satisfactory to the BUYER with respect to all legal matters in connection with the transactions under this Agreement.

6.6. SELLER shall have delivered to BUYER such deeds, easements, or assignments of easements, assignments, bills of sale, documents, instruments, information certifications and further assurances as solicitor for BUYER may reasonably require as necessary or desirable for transferring, assigning and conveying hereunder to BUYER good and marketable title to the Sewer Properties, and otherwise effecting performance of this Agreement by SELLER, and all shall be satisfactory in

form and substance to BUYER and its solicitors. The Deed for the Real Property, shall be a special Warranty Deed of conveyance, with tax stamps attached thereto and cancelled if any such stamps are required under the laws of the Commonwealth of Pennsylvania. The payment for any such transfer tax and stamps, if any, shall be made by SELLER.

6.5. BUYER shall have received from SELLER, in form satisfactory to BUYER and its solicitor:

(a) A certified copy of the Ordinance duly enacted by the Township and the Resolution by the Authority authorizing the transactions herein provided for;

(b) A certificate to be delivered on the Closing Date, signed by the proper officers of SELLER to the effect that (1) the representations of SELLER in this Agreement are true, and (2) SELLER has performed all conditions and Agreements contained herein;

(c) A certificate of Seller's Consulting Engineer as to the Sewer Properties being in compliance with Section 4.2 hereof.

6.6. Prior to the Closing Date, SELLER shall have delivered to BUYER, copies of records as previously maintained by SELLER, at SELLER'S expense, of all users or customers connected to the Sewer Properties, including data forming the basis for Sewer Rental Billing by the SELLER, during the years 1981, 1982, and 1983.

7. Satisfaction of Outstanding Bonds. SELLER will deposit in escrow on the Closing Date, the full purchase price hereunder which in combination with SELLER'S available trust funds will be sufficient to satisfy all bonded debt on the Sewer Properties outstanding under the Trust Indenture of the Township Authority dated December 1, 1965 as described below.

7.1. SELLER will provide satisfactory evidence at Closing from the Trustee that the Sewer Properties are free of the lien of the Trust Indenture.

7.2. BUYER may recover the purchase price hereunder plus interest at an annual rate of 8% through the imposition of sewer rentals upon the users for the Sewer Properties over a five year period.

8. Closing. The Closing hereunder shall take place at the office of BUYER on such date on or before December 31, 1983 as may be specified by BUYER on 14 days' written notice. Upon the performance of all conditions and covenants set forth herein and delivery to BUYER of all documents and instruments required hereby, BUYER shall deliver to SELLER at the Closing: (a) cash or check(s) in the amount due under Section 2 above, for delivery to the Township Authority's Indenture Trustee under Section 7 hereof; and (b) a certified copy of all Resolutions adopted by the Board of BUYER and the County Resolution authorizing the transaction provided herein.

9. Risk of Loss. SELLER assumes all normal maintenance of the Sewer Properties up to the Closing. In the event any of the Sewer Properties are destroyed or damaged prior to Closing, the parts so destroyed or damaged shall be replaced or repaired by SELLER at its sole cost and expense and/or with insurance proceeds from insurance policies in the name of SELLER covering any such situation. If any destruction or damage to the Sewer Properties up to the Closing shall, in the opinion of BUYER, be so extensive as materially and adversely to affect the feasibility of operation thereof by BUYER, then BUYER shall not be obligated to consummate the purchase and sale contemplated herein, and BUYER shall not have any obligations whatever to SELLER by reason hereof.

10. Indemnifications.

10.1. BUYER shall assume, indemnify and hold harmless SELLER against any and all claims or liabilities arising from the ownership and operation of the Sewer Properties and attributable to the period after 11:59 P.M. on the Closing Date.

10.2. For a period of three years after the Closing, SELLER shall indemnify and hold harmless BUYER against any and all claims, suits, damages, loss, expenses or liabilities whenever presented or determined arising from the ownership or operation of the Sewer Properties by SELLER whether under contracts, permits or franchises assigned to BUYER or

otherwise, and attributable to the period prior to 11:59 P.M. on the Closing Date.

11. Accounts Receivable. SELLER shall retain all of its rights, title and interest to all accounts receivable, which cover service through December 31, 1983, and for all prior years. BUYER shall bill all customers as of January 1, 1984, and shall be entitled to all revenues accrued from such date.

12. Survival of Agreements, Representations and Warranties. All agreements, representations and warranties contained in this Agreement will survive completion of the Closing hereunder.

13. Additional Assurances and Payments. Subsequent to the Closing, SELLER will execute and deliver such additional documents as BUYER may reasonably request to perfect BUYER'S title to the Sewer Properties or carry out the intention of this Agreement. Without limiting the foregoing, SELLER will pay over to BUYER any amount representing the State subsidy for sewage facilities allocable to the period after the Closing and received by SELLER after the Closing.

14. Service by BUYER Following Closing Date.

14.1. Following completion of the Closing, BUYER shall have the exclusive right and duty to provide collection, transportation, treatment and disposal of sanitary sewage and industrial wastes (but not storm or surface drainage) in the Service Area, to the fullest extent permitted by law.

14.2. BUYER will operate as a regional facility for the Service Area and such other areas as BUYER may determine to serve. BUYER may serve by contract with municipalities or may serve the public directly as agreed to by the municipal authorities in each case. BUYER will make such improvements and extensions to its System as it may deem desirable and financially feasible to construct and operate.

14.3. Rehabilitation, improvement, replacement, additions and repairs to the sanitary sewer system located within the Service Area will be planned and implemented at the sole discretion of BUYER. For other than emergencies, BUYER will give notice to the Township by certified letter of any major improvements, replacements, or additions to the system within the Township ninety days in advance of the scheduled date for bid advertisement. This notice shall provide the location, purpose and duration of the work, and any impact it may have on service to the Township. BUYER will consider any comments received from the Township within sixty days of such notice.

14.4. BUYER will accept transfer of sewer extensions to the Sewer Properties upon request of the SELLER, if such extensions are requested and built within the criteria established in BUYER'S Standard Specifications for Sewer Construction. BUYER will not finance the costs of such construction.

14.5. In carrying out its responsibilities under this Section 13, BUYER will impose rates which are uniform for all users within a particular class in the region served and are equitable between classes subject to the other provisions of this Section. Costs may include pro rata shares of administrative and general expenses, costs of effective and reasonable operation, maintenance, repair, renewal, and replacement, ordinary improvements, and all amounts required to carry and amortize temporary and bonded indebtedness or depreciate facilities, and required and reasonable reserves. Such charges will not include any costs of collection, conveyance and treatment of wastewaters in the Eastern Delaware County service area. BUYER may recover by sewer rentals imposed upon users in the Service Area the costs of major repairs, renewals, reconstruction, or modifications required to the Sewer Properties required to be made during a period of three years following the date of this Agreement and also the cost of any required revision to sewer service plans. BUYER'S good faith determinations as to elements of costs, classification of customers, size of reasonable reserves and like matters shall be conclusive.

14.6. If, at any time in the future, BUYER ceases to operate the system being purchased by it hereunder, then the fixed assets and the Real Property within the Service Area shall revert to the SELLER'S ownership rather than to the

County of Delaware or any other agency, to the extent permitted by applicable law.

15. Miscellaneous.

15.1. Construction by SELLER. The Township agrees to advise BUYER by certified mail letter of any storm sewer construction undertaken or planned which will affect storm flows to the sewer system owned by BUYER. If any such projects would increase storm flows to BUYER'S system, such work shall not be undertaken without BUYER'S written approval. The SELLER further agrees to exert its best effort to provide a minimum of thirty days notice of any need to adjust manhole frames and covers on BUYER'S system to facilitate highway paving.

15.2. Sewer Use. SELLER agrees to comply with BUYER'S regulations on sewer use, to fully cooperate with BUYER in the administration and enforcement of such regulations, and to adopt such ordinances as may be reasonably required by the BUYER to facilitate such control, administration, and enforcement.

15.3. Termination. Both parties hereto will use their best efforts to cause the conditions performable by them to be performed, but if they have not been either performed or waived prior to the last date for Closing hereunder, this Agreement will automatically terminate, and neither party shall have any obligation or liability by virtue of the execution hereof.

15.4. Notices. Any notice to be given either party hereunder shall be given in writing and shall be sufficient if sent by certified mail or by telegram, confirmed by certified mail, if to BUYER, addressed to Delaware County Regional Water Quality Control Authority, 100 East Fifth Street, Chester, Pennsylvania, and if to SELLER, addressed to Chester Township Municipal Building, Harris & Stewart Streets, Chester, PA.

15.5. Contents of Agreement, Governing Law, etc. This Agreement sets forth the entire understanding of the parties, shall be governed by the laws of the Commonwealth of Pennsylvania, shall not be assigned by either party hereto, and all amendments to it shall be in writing and signed by both parties hereto.

15.6. Rights of Parties. This Agreement shall not be construed to create any right in favor of anyone except the parties hereto.

16. Termination of Existing Agreement. Upon completion of the Closing as specified hereunder and performance of all conditions relevant thereto, the Existing Agreement between SELLER and the City of Chester, shall become terminated automatically, except to the extent of the balance due BUYER by SELLER under the terms of said Agreement. Such balance shall be paid by SELLER to BUYER in accordance with the Memorandum of Understanding executed and distributed by letter of May 10,

1983. The Township will pay the charges for the period from July 1, 1982 to December 1, 1982 and one-half of the charges for the calendar year 1983 amounting in the aggregate to \$81,540.80 by March 31, 1984; and the Township will pay the remainder of the charges for 1983, amounting to \$41,933.70 by March 31, 1985. All such payments will be without interest if paid by the due date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first stated.

[Seal]

TOWNSHIP OF CHESTER

ATTEST:

Joseph L. Grosse
Secretary

BY: Stanley R. Kester
Chairman, Township Supervisors

[Seal]

CHESTER TOWNSHIP SEWER AUTHORITY

ATTEST:

Eligah Post
Secretary

BY: Phelma J. Thornton
Chairman

[Seal]

DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

ATTEST:

Debra J. Wyle
Secretary

BY: John O. Malley
Chairman

T. A. TITLE INSURANCE COMPANY
HOME OFFICE - NEWTOWN SQUARE, PENNSYLVANIA

EXHIBIT B
Page 1

Attached to and forming a
Record Owner and Lien Certificate 711053

ALL THAT CERTAIN tract or piece of ground, Hereditaments and Appurtenances, Situate in the Township of Chester, County of Delaware and State of Pennsylvania, being bounded and described as follows:

BEGINNING at a point in the center line of Concord Road, said point being the intersection of said Concord Road center line and the Southerly property line of the Baltimore & Ohio Railroad property; thence along the center line of Concord Road in a Southeasterly direction of the arc of a curve having a radius of 955.4 feet in a counterclockwise direction 124 feet more or less to a point; thence along a line leaving the bed of Concord Road in a Northeasterly direction 105 feet more or less to a point; thence along a line South 89 degrees, 17 minutes, 50 seconds West 127 feet more or less to a point; thence North 0 degrees, 42 minutes, 10 seconds West 14.08 feet to a point in the Southerly property line of Baltimore & Ohio Railroad; thence along the said Railroad property North 88 degrees, 50 minutes, 53 seconds West 28.91 feet to a point, the place of beginning.

BEING the same premises which Felton Hose and Chemical Company, by Indenture bearing date the 24th day of July, A.D. 1981 and recorded in the Office of the Recorder of Deeds &c., in and for the County of Delaware, aforesaid, in Deed Book 1913 page 260, granted and conveyed unto Chester Township Sewer Authority, in fee.

Easements and Right of Way Between:

TOWNSHIP OF CHESTER

AND

CHESTER TOWNSHIP SEWER AUTHORITY

DATED: 7/19/1961

D.BK.: 2052 PAGE 609

All and singular the easements, rights-of-way, property, buildings, privileges, tenements, hereditaments, appurtenances, sewer lines, interceptor lines, pumping stations, buildings, structures, fixtures, inlets of sewer mains and laterals, with outlets and outlet structures, with valves, gates and manholes, machinery and equipment now owned by the Grantor and placed or built upon, or under, any of the lands, easements, and public highways within the area described and designated by Ordinance of the Board of Supervisors of the grantor as Sanitary Sewer District No. 1 in the Township of Chester, Delaware County, Pa., which said Sewer District is more fully described as follows, to wit:

PREMISES IN QUESTION, INTER ALIA

TOGETHER with all and singular the tenements and hereditaments, of every kind, nature and description of or belonging to Grantor and used or useful in operating, improving or developing the Grantor's sewer collection system in said Sewer District No. 1, and all the reversions, reminders, revenues, rents, leases and profits of all of said property, and all the estate, right, title, interest, property, possession, claim and title whatsoever as well at law as in equity, of the Grantor, of, in and to the same and every part thereof.

IT BEING INTENDED by this Indenture is convey to the said Grantee all property, real personal and mixed, shelter or not hereinbefore specified or referred to, or every kind and nature whatsoever, was owned, or which any hereafter be acquired by the Grantor, and appurtenants to, or need or useful for or in connection with its owner collection system in said Sewer District No. 2, shelter or not the same hereinafter specifically described or referred to.

FURTHER, the Grantor has granted, bargained and sold, and by these presents, does grant, bargain and sell unto the said Grantee, its successors and assigns, the free and uninterrupted right, use, liberty and privilege of, and passage in, under, over and along the public streets, highways and alleys in said Sewer District No.1, together, with free, ingress egress and egress to the said Grantee, its successors and assigns, together with all other persons having any interest or rights therein, but only for the purpose of laying, relaying, leasing or releasing, maintaining and operating sewer main, or mains or pipe or pipes with appurtenances and related facilities to be used in connection with the collection and transportation of sewage.

TO HAVE AND TO HOLD the said sewage collection system, real and personal property and easements and rights-of-way, and hereditaments and premises hereby granted or maintained and intended as to be, with appurtenants unto the said Grantee, its successors and assigns, to and for the only proper use and behoef of the said Grantee, its successors and assigns forever.

EXHIBIT C

CONTRACTS ASSUMED BY DELCORA

1. Contract Documents for maintenance of Feltonville Pumping Station between George J. Golden and Township of Chester

Dated: March 1, 1983

Term: 1 Year

Consideration: \$2,580, in monthly installments of \$215. Emergency work, upon authorization, at hourly rates.

2. Contract Documents for maintenance of Sanitary Sewer System between General Pipe Cleaning, Inc., and Township of Chester

Dated: February 10, 1983

Term: 1 year from March 1, 1983

Consideration: Emergency work, upon authorization, at hourly rates.