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EXHIBIT F75

RIGHT OF WAY AGREEMENT, DATED NOVEMBER 19, 2008,  
BY AND AMONG CONOCOPHILLIPS AND DELCORA

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## RIGHT OF WAY AGREEMENT

STATE OF PENNSYLVANIA

§

COUNTY OF DELAWARE

§

§

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, ConocoPhillips Company, a Delaware Corporation, hereinafter referred to as Grantor, does hereby grant unto Delaware County Regional Water Quality Control Authority, hereinafter referred to as Grantee, its successors and assigns, a nonexclusive easement described below to, as applicable, lay, maintain, inspect, alter, repair, operate, protect, replace, relay, and remove sewers and sewer related facilities, together with necessary appliances and appurtenances thereto (all of the foregoing being collectively referred to as the "Sewer Facilities"), solely for the transportation of sewage and wastewater (all rights granted herein being collectively referred to as the "Purpose"); upon, through and under the following described land, situated in Delaware County, State of Pennsylvania, to wit:

ALL THAT CERTAIN proposed pump station easement situated on the southerly side of Post Road (SR 0013) and on the westerly side of Stoney Creek in the Borough of Trainer, County of Delaware, Commonwealth of Pennsylvania as shown on an exhibit prepared by RETTEW Associates, Inc. dated January 30, 2007, drawing number 06-05378-010 and being more fully bounded and described as follows:

BEGINNING AT A POINT on the southerly right-of-way line of Post Road (SR 0013), said point being the northwesterly most corner of herein described easement; thence along the southerly right-of-way line of said Post Road N 57° 09' 50" E, 84.03' to a point on or near the westerly bank of Stoney Creek; thence along or near the westerly bank of said Stoney Creek (crossing lands, now or formerly, of Marcus Hook Refining Company) S 05° 21' 22" E, 82.74' to a point; thence along an existing pump station easement now or formerly of the Borough of Trainer N 89° 57' 55" W, 35.00' to a point; thence along the same S 00° 02' 05" W, 25.00' to a nail (found); thence crossing lands of aforesaid Marcus Hook Refining Company N 86° 15' 02" W, 10.95' to a point; thence along the same N 27° 55' 53" W, 69.13' to the POINT OF BEGINNING.

CONTAINING: 4,591 square feet (0.105 acres) (the "Easement")

~~together~~ with the rights of ingress and egress to and from said Easement over and across existing roads designated by Grantor on its property for the Purpose. Any existing roads damaged by Grantee shall be repaired and left in the same condition as before use, including, but not limited to grade, drainage, gravel base, fence and gate conditions. Grantor shall have the right to fully use and enjoy the lands covered by the Easement except as to and consistent with the rights granted herein.

This grant is subject to all grants, easements, leases, mineral leases or rights, reservations, rights and rights-of-way heretofore reserved or granted and/or now existing on the lands covered by the Easement and is further made without warranty of title, express or implied.

The Easement herein granted is subject to the following terms and conditions:

This Easement granted herein shall be permanent unless abandoned by Grantee upon notice to Grantor.

1. Grantee shall pay for all damages to the fences, roads, Easement, or improvements of Grantor or third party(ies), caused by the exercise of Grantee's rights under this Agreement.

2. Grantee shall construct the facilities in accordance with its erosion control and sediment plan.
3. Grantee shall provide Grantor with an as built centerline survey of the Sewer Facilities across the Easement and made a part hereof. The beginning and ending points of the survey shall be tied to property corners by angles and distance and tie points shown at every pole
5. Grantee shall maintain the Easement in a good and clean condition, and use its best efforts to prevent the release on the Easement of any petroleum constituents or other contaminants, including but not limited to, crude oil, refined products, natural gas, and/or raw sewage, on or about the Easement.
6. Except as provided by Section 7 below, Grantee shall not conduct, or cause to be conducted by any third parties, agents or assigns, any type of environmental audit or site assessment on the Easement without the express prior written consent of Grantor, and if any environmental audit or site assessment is conducted, Grantor shall be provided with a copy of the report promptly, but not to exceed five (5) business days of Grantee's receipt thereof. Grantee agrees to keep the information contained in any such report confidential, unless it is of a life threatening nature or Grantee is required by law to report such findings to any governmental agency, in which case, Grantee should provide notice of such confidential information as soon as practicable.
7. Prior to any construction activities being conducted on the Easement, Grantee shall perform a limited geotechnical and environmental site assessment to assess the condition of the Easement suitable for its use by sampling for standard geotechnical parameters as well as hydrocarbon constituents that will be used on the Easement by Grantee. Grantee shall provide Grantor with a copy of the final report within a reasonable time after it is received by Grantee. The Parties agree that this assessment shall be used as a "baseline" to the environmental condition of the Easement. Grantee agrees to keep the information contained in any such report confidential, unless it is of a life threatening nature or Grantee is required by law to report such findings to any governmental agency.
8. Grantee expressly acknowledges and agrees that Grantor is granting this Easement to Grantee solely for the Purpose set forth above. GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND GRANTEE HEREBY WAIVES, ALL WARRANTIES OF ANY KIND OR TYPE WHATSOEVER WITH RESPECT TO THE EASEMENT OR GRANTOR'S PROPERTY WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BY WAY OF DESCRIPTION BUT NOT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. GRANTEE EXPRESSLY AGREES THAT NEITHER GRANTOR, NOR ANYONE ACTING FOR OR ON BEHALF OF THE GRANTOR, HAS MADE ANY REPRESENTATION, WARRANTY, STATEMENT OR PROMISE, EXPRESS OR IMPLIED, TO GRANTEE CONCERNING THE QUALITY, VALUE, PHYSICAL ASPECTS OR CONDITIONS OF THE EASEMENT OR GRANTOR'S PROPERTY, OR ANY OTHER MATTER WITH RESPECT TO THE EASEMENT OR GRANTOR'S PROPERTY INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE EASEMENT AND ANY CONTAMINATION OR SUBSTANCES THAT MAY EXIST ON, NEAR, ABOUT OR UNDER THE EASEMENT, AND THAT GRANTEE HAS NOT RELIED UPON ANY SUCH REPRESENTATION, WARRANTY, STATEMENT OR PROMISE WITH REGARD TO THE EASEMENT OR GRANTOR'S PROPERTY. GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS MADE A COMPLETE INSPECTION OF THE EASEMENT, IS IN ALL RESPECTS SATISFIED THEREWITH INCLUDING WITHOUT LIMITATION ITS PHYSICAL AND ENVIRONMENTAL CONDITION, THAT GRANTEE IS ACCEPTING THE EASEMENT "AS IS", "WHERE IS" IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND THAT GRANTEE EXPRESSLY RELEASES GRANTOR FROM AND ACCEPTS ALL RISKS, KNOWN OR UNKNOWN, OF ENTERING THE EASEMENT AND GRANTOR'S PROPERTY, PERFORMING ANY WORK

THEREON, AND THAT MAY BE FOUND TO EXIST FROM ANY CONDITION, CONTAMINATION OR SUBSTANCES ON, NEAR, ABOUT OR UNDER THE EASEMENT.

GRANTEE COVENANTS AND AGREES TO FULLY PROTECT, RELEASE, INDEMNIFY, DEFEND AND FOREVER HOLD GRANTOR, ITS PARENT, SUBSIDIARIES AND AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, FINES, PENALTIES, DAMAGES, SUITS, CAUSES OF ACTION JUDGMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES, COSTS OF LITIGATION AND/OR INVESTIGATION AND OTHER COSTS ASSOCIATED THEREWITH), AND LIABILITIES, OF EVERY KIND, (COLLECTIVELY REFERRED TO HEREFTER AS "CLAIMS"), INCLUDING WITHOUT LIMITATION THOSE RELATING TO INJURY OR DEATH OF ANY PERSONS WHOMSOEVER, AND/OR DAMAGE (INCLUDING ENVIRONMENTAL DAMAGE) TO, LOSS OF, OR CONTAMINATION OR POLLUTION OF, ANY PROPERTY OR RESOURCE, THAT MAY BE MADE OR COME AGAINST THE INDEMNIFIED PARTIES BY REASON OF OR IN ANY WAY ARISING OUT OF THE PURPOSE, REGARDLESS OF THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION WHETHER THE SAME IS CAUSED BY OR CONTRIBUTED TO BY THE INDEMNIFIED PARTIES' JOINT OR CONCURRENT NEGLIGENCE OR FAULT (WHETHER IMPOSED BY STATUTE, RULE, REGULATION OR OTHERWISE) AND STRICT LIABILITY EXCEPT TO THE EXTENT ANY SUCH CLAIMS ARE CAUSED BY THE INDEMNIFIED PARTIES' SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Except as provided below, within sixty (60) days after the termination of this Easement, Grantee shall (i) remove from the Easement all of its property, equipment and improvements, (ii) level the Easement filling all holes and leaving the Easement in a level and clean condition, and (iii) restore the land to as near as possible to the same condition that existed prior to this Agreement. Grantee, if requested in writing by Grantor, shall remove gravel, or other road paving placed by it on the Easement or Grantor's property. At the sole option of Grantor, Grantor may elect to have fencing, gates and other improvements installed by Grantee remain in place and become the property of Grantor upon termination of this Easement.
10. In the event that Grantor determines that all or any part the property covered by the Easement becomes necessary for Grantor's business operations, Grantee agrees to enter into good faith negotiations with Grantor to endeavor to come to a mutually agreeable arrangement whereby Grantor can terminate the Easement as to that part of the property needed for its business operations and, if necessary, to provide Grantee with an alternate location for the Easement.
11. In the event Grantee abandons the rights granted herein, all rights granted herein shall terminate and Grantee shall, at the written request of Grantor, execute a proper recordable instrument evidencing such termination. The rights herein granted shall be deemed abandoned if: (a) Grantee does not construct the Sewer Facilities within one (1) year from the date hereof; or (b) after completion of construction, the Sewer Facilities are not used for the Purpose herein granted at any time for a continuous period of one (1) year. Upon termination of the rights herein granted, at Grantor's sole option, Grantee shall remove the Sewer Facilities from the Easement.
12. After completion of construction and whenever repair or maintenance is made on its Sewer Facilities, Grantee shall restore the ground disturbed thereby as nearly as practicable to the condition thereof prior to the disturbance. Grantee shall not store or dispose of any materials, substances or debris on the Easement, including without limitation, any rocks, brush, branches, or trees which Grantee may have cleared.

13. All exhibits referenced herein, unless otherwise noted, are attached hereto and made a part hereof for all purposes.
14. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing.
15. This Agreement is intended solely for the benefit of the parties hereto and shall not create any rights, including without limitation any third party beneficiary rights, in any third party.
16. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the entire agreement between Grantor and Grantee covering the subject matter hereof.
17. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles that might apply the law of another jurisdiction.
18. This Agreement contains all of the agreements and stipulations between Grantor and Grantee with respect to the granting of the Easement, and the same shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns; provided, however, that Grantee shall not have the right to assign this Agreement or any of its rights hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of Grantor, which consent shall not be unreasonably withheld.
19. Any notice, request, instruction or other document to be given hereunder by either party to the other shall be in writing, and delivered personally, by telecopy, by messenger or by certified mail, postage prepaid, return receipt requested as follows:

If to Grantor, addressed to:                      ConocoPhillips Company  
600 N. Dairy Ashford  
MO 1002  
Houston, TX 77079

If to Grantee, addressed to:                      Delaware County Regional Water Quality Control Authority  
100 East Fifth Street  
P.O. Box 999  
Chester, PA 19016-0999

Either party may change its representative or the address to which notice shall be directed by appropriate written notice to the other party in the manner described above.

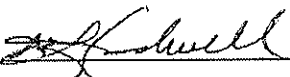
20. Grantee shall notify Grantor on or before the seventh (7<sup>th</sup>) day preceding any entry onto the Easement for any non-emergency operations by the Grantee, its agents or contractors in the event an emergency requires that Grantee, its agents or contractors immediately enter the Easement, Grantee shall make all reasonable efforts to notify Grantor of such entry. In either case, such notification shall include notification of the time of entry, the anticipated duration of entry, the location or locations of operations, the type and number of equipment involved and the routes to be

used from public roads to the location or locations of the operations. Grantee shall comply with any reasonable request of Grantor to alter the routes to be used from public roads to the location or locations of the operations.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 19 day of November, 2008 (the "Effective Date").

GRANTOR

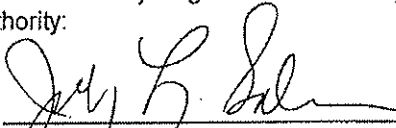
ConocoPhillips Company

By: 

Title: Attorney-in-Fact

GRANTEE

Delaware County Regional Water Quality Control  
Authority:

By: 

Title: EXECUTIVE DIRECTOR

STATE OF Texas §

§  
COUNTY/PARISH OF Harris §

On this 19<sup>th</sup> day of November, 2008, before me Kristine E. Dobbs, the undersigned officer, personally appeared Greg L. Cardwell, known to me (or satisfactorily proven) to be the person whose name is subscribed as ATTORNEY-IN-FACT, of ConocoPhillips Company, and acknowledged that he/she, as such ATTORNEY-IN-FACT, being authorized so to do, executed the foregoing instrument as the act of his/her principal for the purposes therein contained, by signing the name of the said ConocoPhillips Company by himself/herself as ATTORNEY-IN-FACT.

Kristine E. Dobbs  
NOTARY PUBLIC

Notary Public in and for Harris  
County/Parish

My commission expires:

05-26-2010



STATE OF PA §

§  
COUNTY/PARISH OF DE §

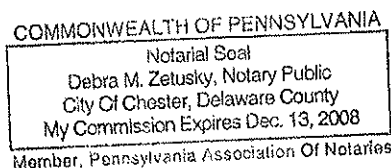
On this 10<sup>th</sup> day of November, 2008, before me Debra M. Zetuskay, the undersigned officer, personally appeared Joseph L. Salvucci, known to me (or satisfactorily proven) to be the person whose name is subscribed as Executive Director, of Pennsylvania - DELCO R and acknowledged that he/she, as such Executive Director, being authorized so to do, executed the foregoing instrument as the act of his/her principal for the purposes therein contained, by signing the name of the said Right of Way by himself/herself as Executive Director.

Debra M. Zetuskay  
NOTARY PUBLIC

Notary Public in and for Delaware  
County/Parish

My commission expires:

12/13/08



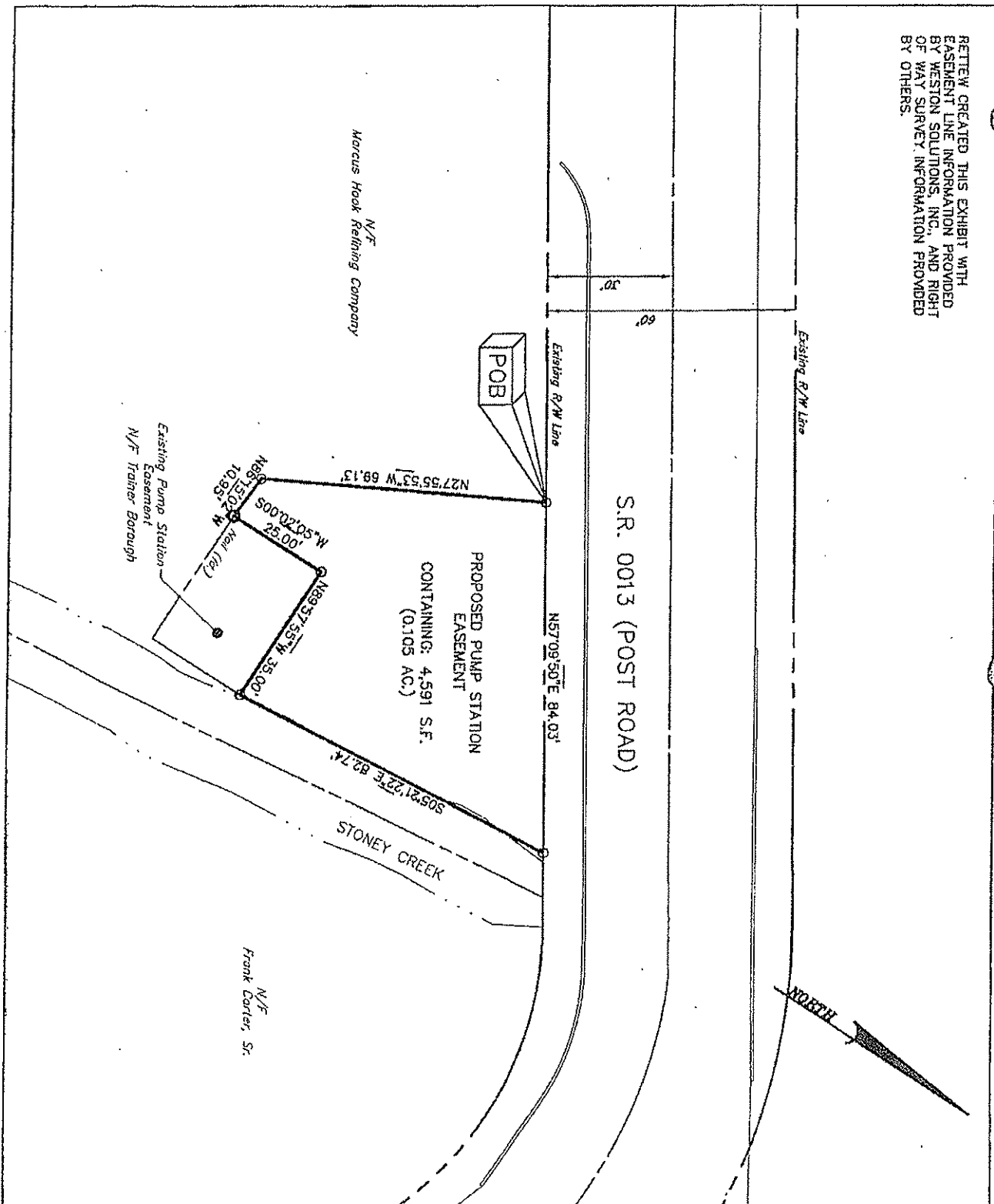
ALL THAT CERTAIN proposed pump station easement situated on the southerly side of Post Road (SR 0013) and on the westerly side of Stoney Creek in the Borough of Trainer, County of Delaware, Commonwealth of Pennsylvania as shown on an exhibit prepared by RETTEW Associates, Inc. dated January 30, 2007, drawing number 06-05378-010 and being more fully bounded and described as follows:

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CONTAINING: 4,591 square feet (0.105 acres)



RETTEW CREATED THIS EXHIBIT WITH  
EASEMENT LINE INFORMATION PROVIDED  
BY WESTON SOLUTIONS, INC., AND RIGHT  
OF WAY SURVEY INFORMATION PROVIDED  
BY OTHERS.



PROPOSED PUMP STATION EASEMENT  
FOR  
**TRAINER BOROUGH**

TRAINER BOROUGH

DELAWARE CO., PA

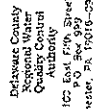
**RETTEW**

RETTEW Associates, Inc.  
3020 Columbia Ave., Lancaster, PA 17603  
Phone (717) 344-3721 • Fax (717) 344-1043

DRAWN BY: ARG  
DATE: 1/30/07  
SCALE: 1"=30'  
DWG. NO. 06-05378-010







**WESTON**  
SOLUTIONS

1450 Boston Way  
P.O. Box 2653  
Wheat Chester, Pa. 19380  
(610) 261-3000

## Conclusions



ISSN 0022-0068	2435
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NAME	LAST	FIRST	INITIAL
1	B. WAGNER		
2	K. WASSER		
3	C. BURT		
4	D. GRESSMAN		

## BOROUGH OF TRAINER

PRICE STREET  
MAP STATION REPLACEMENT

Year	Month	Description
1970	1	ISSUED FOR CONSTRUCTION
1970	2	ISSUED FOR GROUND LEVEL & FOUNDATION
1970	3	
1970	4	
1970	5	
1970	6	
1970	7	
1970	8	
1970	9	
1970	10	
1970	11	
1970	12	

ROSION & SEDIMENTATION  
CONTROL PLAN NOTES

C-503

[illegible]

- [illegible]

INTERNAL SUPER SITE FENCE ON CONSTRUCTION SITE OF WORK SITE ON AS DIRECTED BY THE OWNER'S REPRESENTATIVE

- [illegible]

**SILT PREVENTION**  
PERMANENT OR TEMPORARY STABILIZATION SHALL BE CONSIDERED VARIOUSLY TO THE SURFACES OF ALL CLEARED AND GRADED AREAS, AND THE SUBJECT TO EROSION. PRIOR TO SECOND INSTALLMENT EROSION, AND ALL SOILS CONTROL PRACTICES SUCH AS CHECK DAMS, GRAVEL STABILIZATION STRUCTURES, EROSION BARRIERS, GRADED VALEWAYS, AND SEDIMENT BASINS.

- SEEDS AND SEEDLINGS ARE SETTING OUT THE TOO LAYER OF SOIL SHALL BE USED IN THE RAKING UNLESS OR WORKING ON OTHER ACCEPTABLE MEANS BEFORE SEEDING FLAT AREAS AND SLOPES UP TO 3 TO 1 GRADE (HORIZONTAL TO VERTICAL) SHALL BE LOOSE AND FRAGILE TO A DEPTH OF AT LEAST 4 INCHES. SLOPES STEEPER THAN 3 TO 1 SHALL HAVE THE TOO 1-3 INCHES OF SOIL LOOSE AND FRAGILE BEFORE SEEDING.

\*EVALUATED SPECIES PLANTAIN PYE (20%), CREEPING RED PEGGUE (10%),  
NIGHTSHAW BLUEGRASS (50%)

- [illegible]

SECRET  
NO FOREIGN DISSEM

- APPROX. MAY OR JUNE  
APPLICATION RATE 3 TONS PER ACRE  
FACILITATE AS DEEMED NECESSARY  
BORDER ACRE

SECOND AND THEREAFTER, CONTRACTED WITH THE PLAN OWNER, PURSUANT TO A WRITTEN INSTRUMENT, TO PROVIDE TO THE PLAN OWNER, OR TO A PERSON OR ENTITY DESIGNATED BY THE PLAN OWNER, A REASONABLY RELEVANT ACCOUNT FROM ONE-SIDE FINANCIAL DATA TO THE EXTENT OF DETERMINING THE SUBJECTS INVOLVED. ADDITIONAL MEASURES MUST BE INSTANTLY IMPLEMENTED BY THE CONTRACTOR TO ELIMINATE ALL SUCH ACTS, AS ORDERED BY THE OWNER OR OWNER'S REPRESENTATIVE.

THIRD CONCERNING ASSET IN THE FIELD WHICH REVEALS THE EAS CONTRACTS TO THIS PROJECT. HEREON, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EAS CONTRACTS. ANY MODIFICATIONS TO EAS CONTRACTS REQUIRED WILL BE DURING THE CONTRACT PERIOD. ANY MODIFICATIONS TO EAS CONTRACTS SHALL BECOME A PART OF AND A CONDITION OF THE EAS CONTRACT. PLAN

ALL EAS CONTRACT FEATURES ARE STRUCTURALLY SOUND AND IN COMPLIANCE WITH THE DEPARTMENT OF TRANSPORTATION, FEDERAL AID, CHAPTER 102 AND MUST BE INSTALLED FROM THE THIRD PARTY AS

ALL SLOES AT 90 DEGREES ARE CLASSIFIED AS FIRM UPRIGHT LAKE SLOES.