
EXHIBIT F85

AGREEMENT OF SALE AND SERVICE, DATED
JANUARY 1, 2011, BY AND AMONG
BOROUGH OF MARCUS HOOK AND DELCORA

AGREEMENT OF SALE AND SERVICE

THIS AGREEMENT, dated as of the 1st day of January, 2011, between the BOROUGH OF MARCUS HOOK (the "Seller") a Borough in the Commonwealth of Pennsylvania, and DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY (the "Buyer"), an authority created by the County of Delaware, Pennsylvania.

WITNESSETH:

WHEREAS, Seller is the owner of facilities used for the collection and transportation of sewage in the Borough of Marcus Hook, where it serves private users directly, as shown on a service map attached hereto as Exhibit A (the "Service Area"); and

WHEREAS, there is presently in existence an Agreement between Seller and Buyer for the acceptance of the sewage from the Service Area and for the treatment of said sewage by the Buyer; and

WHEREAS, Seller is desirous to sell and Buyer desires to purchase all of the property consisting of Seller's sewer system and sewer system related real and personal property in the aforesaid Service Area, all as hereinafter described; and

WHEREAS, the Seller desires to have Buyer assume responsibility for providing sewage collection, conveyance and treatment service (Buyer is already providing conveyance and treatment service) in 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 closing hereinafter provided, all of the property, real, personal and mixed, constituting Seller's system for the collection and transportation of sewage, including without limitation, all of the following types of property which together are herein sometimes called the "Sewer Properties:"

All sewer mains, interceptors, force mains, collection systems, valves, pumps, pump stations, machinery, equipment, siphons, regulators and tide gates, customer lists and accounts, franchises, licenses, sewage permits, contract rights and related assets, 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 cash, bank accounts or securities (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 Buyer may make such copies as it requires, at Seller's expense. The Sewer Properties are herein referred to as the "Collection System;" and

2. **Purchase Price.** As the purchase price for the Sewer Properties, Buyer shall pay to Seller the sum of \$1.00.

3. **Representations and Warranties of Seller.** The Seller represents and warrants as follows:

3.1 Seller is now the legal and beneficial owner of the Sewer Properties, 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 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 or other document that Seller's solicitor shall deem appropriate to convey the Real Property and the Bill of Sale and Assignment conveying the Personal Property will properly describe or identify all the important Sewer Properties. To the extent those documents neglect to include any Property, Real or Personal, necessary to operate Seller's system, Seller shall execute such documents as Buyer's solicitor may deem necessary to convey the excluded Property for no additional consideration.

3.2 The Sewer Properties are in good and operable condition and are adequate in all respects for the providing of all sewage services in the Service Area as now being provided by Seller, except for the defects set forth on Schedule 3.2.

3.3 To the best of Seller's knowledge, Seller has all requisite, valid and assignable licenses, non-exclusive franchises, easements, consents, permits and regulatory approvals, 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, all requisite highway crossing permits from the Pennsylvania Department of Highways), and all requisite railway crossing permits from the appropriate railway owners and operators, to engage in the business of collecting and transporting sewage in the Service Area, as such business is now conducted, except as listed on Schedule 3.3a. Seller covenants to use its best efforts to obtain any permits, easements, rights of way, permissions, licenses, etc. listed on Schedule 3.3a prior to Closing. To the extent Seller is unable to do so, it shall reimburse Buyer for any costs incurred obtaining same, including but not limited to attorneys', engineers', appraisers' and/or surveyors' fees. Buyer shall be entitled to employ any means it deems necessary or expedient in doing so. Seller is not in violation of any of the provisions of any of

the foregoing permits or any statues under which such permits were granted, as now in force, except those violations set forth on Schedule 3.3b. 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.

3.4 The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary municipal action, this Agreement constitutes a valid and binding obligation of Seller in accordance with its terms, and 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 other agreement or instrument of any kind to which Seller is a party.

3.5 There is now pending no litigation, proceeding, controversy, notice of violation or complaint (formal or informal) to which Seller is a party or of which it has knowledge before any Court, the Public Utility Commission, the Department of Environmental Protection, the Environmental Protection Agency, or any other authority with respect to (a) the Sewer Properties, (b) Seller's right to enter this Agreement, except those set forth on Schedule 3.5.

3.6 There are no contracts, indentures, refunding agreements or agreements in aid of construction, service or main extension deposits with respect to Seller or the Sewer Properties, except as listed in Schedule 3.6a. 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 set forth on Schedule 3.6b.

3.7 Seller has delivered to Buyer certain financial records relating to the Sewer Properties, which buyer has requested. There has been no material and adverse change in said financial condition of said Properties or operations since December 31, 2009. Seller has no outstanding bonds or lease obligations relating to, or otherwise secured by, the Sewer Properties.

3.8 The Sewer Properties have not been, since December 31, 2009, 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.

3.9 Since December 31, 2009: (a) 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; or (b) entered any other contract or commitment except as set forth on Schedule 3.9.

3.10 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 3.3 above), indenture, contract or other document which is applicable to or binding upon it.

3.11 The Sewer Properties are insured against all risks usually insured against by persons operating similar properties, under valid and enforceable policies issued by insurers or recognized responsibility in reasonably sufficient amounts. Seller will continue to maintain such insurance coverage up to and including the Closing Date

3.12 Seller has reported all sanitary sewer overflows, and any other violations of any environmental law or regulation that have occurred through the date of this Agreement to both

the Department of Environmental Protection and Buyer, and will continue to do so through Closing.

3.13 To the extent any Schedule referenced in this section 3 is blank, Seller represents and warrants that there is no pertinent information that should be set forth therein.

3.14 Seller does not own any right, title or interest to any sewers or sewage related facilities within the area commonly known as the Marcus Hook Business and Commerce Center, illustrated on the Plan attached hereto as Exhibit B, excepting that certain force main running parallel to Marcus Hook Creek between the Seller owned pump station located at 6 Walnut Street, Marcus Hook Borough, Delaware County, Pennsylvania and the Buyer owned pump station located at 401 Penn Street, Marcus Hook Borough, Delaware County, Pennsylvania, which force main is located in approximately the area highlighted on Exhibit B.

3.15 The representations, warranties and duties of Seller set forth in this Article 3 shall survive Closing.

4. **Conduct pending Closing.** Pending the Closing Seller will:

(a) Operate the Sewer Properties only in the ordinary course of business and in accordance with all 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 3.9 (a) 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, financial documents and records of Seller, and will furnish Buyer during said period copies of all outstanding agreements, easements, licenses and permits, summaries of insurance policies, descriptions of real estate, 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 of fact which would adversely affect any representation of warranty herein.

(e) Operate the Sewer Properties in accordance with all applicable permits, laws, rules and regulations.

5. **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).

5.1 Seller's permits shall have been transferred to Buyer where such transfer is required by applicable laws or regulations.

5.2 Buyer shall have received a satisfactory opinion of Seller's solicitor, dated the Closing Date with respect to the matters referred to in Sections 3.1, 3.3, 3.4, 3.5 and 3.10 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, Seller's solicitor may rely upon the policy of title insurance issued to Buyer, if any.

5.3 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 affecting performance of this Agreement by Seller, and all shall be satisfactory in form and substance to Buyer and its solicitors.

5.4 Buyer shall have received from Seller, in form satisfactory to Buyer and its solicitor:

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

(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 special warranty deed, in a form satisfactory to Buyer's counsel, to be delivered on the Closing Date for the property located at 6 Walnut Street, Marcus Hook Borough, Delaware County, Pennsylvania, more fully described on Exhibit C, attached hereto.

(d) An easement agreement, in a recordable form satisfactory to Buyer's counsel, granting Buyer such access to the properties comprising Market Square Memorial Park, folio numbers 24-00-00129-00, 24-00-00130-00, 24-00-00151-00, 24-00-00152-00 and 24-00-00155-01, as may be necessary to repair, replace, improve or maintain the sewer facilities buried below Market Square Memorial Park.

5.5 Seller shall, on or prior to the date of Closing, send, by first class mail, postage prepaid, the notice of the transaction contemplated hereby to each household within its limits.

6. **Closing.** The Closing hereunder shall take place at the office of Buyer, or at such alternate location on such date as may be specified by Buyer on or before January 1, 2011.

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) the amount due under Section 2 above; and (b) a certified copy of all resolutions adopted by the Board of Buyer authorizing the transaction provided for herein;

7. **Risk of Loss.** Seller assumes all risks of destruction, losses or damage to the Sewer Properties due to fire or other casualty up to the Closing. In the event any of the Properties are so destroyed or damaged prior to Closing, the part or parts so destroyed or damaged shall be replaced or repaired by Seller at its sole cost and expense, unless otherwise agreed by Buyer; provided, however, if any such destruction or damage shall, in the opinion of Buyer, be so extensive as to materially and adversely 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.

8. **Indemnifications.**

8.1 Except as otherwise provided herein, or in the event that any representation or warranty made by Seller herein is untrue, 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.

8.2 For a period of five (5) 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 brought by or on behalf of any third party for any personal injuries or property damage sustained prior to the date and time of Closing.

8.3 Seller shall indemnify and hold harmless Buyer against any cost, claim, suit, action or cause of action in any way related to the falsity or breach of any representation or warranty contained in Article 3 of this Agreement. This indemnity shall extend to any cost incurred by Buyer in remedying the falsity of any such representation or warranty to make it true and accurate.

8.4 Seller's duties to indemnify under this Article 8 shall survive Closing.

9. **Accounts Receivable.** Seller shall retain all of its right, title and interest to all accounts receivable through the end of 2010. Buyer shall continue to bill Seller directly for treatment and conveyance of sewage through the end of 2010. Buyer shall bill all customers of the sewage system as of January 1, 2011 and shall be entitled to all revenues therefrom.

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

11. **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.

12. **Service by Buyer following Closing Date.**

12.1 Following completion of the Closing, Buyer shall have the exclusive right and duty to provide collection, transportation, treatment and disposal of sanitary sewer and industrial wastes (but not storm or surface drainage) in the Service Area, to the fullest extent permitted by law within Seller's Borough limit.

12.2 In carrying out its responsibilities under this Section 12, Buyer will impose rates involving two elements. First, will be a charge for treatment at Buyer's Western Regional

Treatment Plant ("WRTP"), which will be uniform for all users of particular classes in the region served thereby, to recover in the most equitable manner all costs involved in such treatment.

"Costs" when used in this Section shall mean all applicable costs of construction and acquisition and other capital items, all applicable operating items, a prorated portion of general administrative costs and of appropriate amounts to establish reasonable reserves of money and of capacity in facilities for future need of the Service Area. Second, a charge will be imposed on users in the Service Area to recover all costs of conveyance of sewage from such areas to the WRTP. This charge will include all costs of complying with any such orders, penalties, fines, assessments or decrees by DEP, the United States Environmental Protection Agency, or any other government entity with authority to issue such orders, penalties, fines, assessments or decrees applicable to the period prior to Buyer's acquisition of the Collection System, and shall also include all costs in any way related to the collection system or pump station included in this Agreement as part of the Sewer Properties being conveyed from Seller to Buyer. The parties agree that among such costs shall be Buyer's costs incurred in conjunction with the transaction contemplated by this Agreement, including Buyer's legal, engineering and title insurance costs, as well as those of making such repairs, upgrades and maintenance to the Sewer Properties, provided that such repairs, upgrades and maintenance are identified and bid by Buyer on or prior to December 31, 2013 (collectively, the "Transaction and Maintenance Costs"), and provided further that the cumulative Transaction and Maintenance Costs billed exclusively to customers within the Borough shall be capped at \$1,600,000. Any Transaction and Maintenance Costs in excess of such \$1,600,000, or not identified and bid on or prior to December 31, 2013 shall be shared among Buyer's customers in the manner customary for the sharing of such costs at the time at which such costs are billed by Buyer. Buyer will provide Seller with a statement of

Transaction and Maintenance Costs through December 31, 2011 on or before May 31, 2012; through December 31, 2012 on or before May 31, 2013; and through December 31, 2013 on or before May 31, 2014. Such statements shall be for Seller's information only, and Seller shall have no control over, and Buyer shall have sole discretion regarding, the repairs, maintenance and upgrades Buyer may perform, and the means and methods by which Buyer may perform such repairs maintenance and upgrades. The parties further agree that for its initial billing, Buyer shall estimate the Transaction and Maintenance Costs to be \$1,200,000, and include in such billing debt service on that amount, until such time as it may become apparent to Buyer that such Transaction and Maintenance Costs shall be in excess of \$1,200,000, at which time it may increase the amount billed to customers within the Borough accordingly. Should the actual Transaction and Maintenance Costs be less than \$1,200,000, Buyer shall reduce its debt service billing to reflect such actual costs and account for payments against debt service made by customers within the Borough prior to such reduction. Customers in the Service Area will bear none of the costs of collection of sewage outside of their customer class, as such classes may be defined by Buyer from time to time. Buyer's good faith determinations as to elements of cost, classification of customers, size of reasonable reserves and similar matters in carrying out the foregoing principles shall be conclusive, and charges shall be subject to change from time to time as may be necessitated by increasing costs, the need for expansions, replacements and improvements, provisions of bond indentures, State and Federal grant agreements, regulatory requirements and similar developments.

12.3 Seller acknowledges that Buyer has enacted a tapping fee which will be applicable within the Borough in accordance with Buyer's Resolution No. 2010-12, as the same may be amended or replaced from time to time.

12.4 If at any time in the future during the term of this Section 12 or at the end thereof, Buyer ceases to operate the system being purchased by it hereunder, then the Sewer Properties, such as they may exist at such time, shall revert to Seller's ownership, rather than to the County of Delaware or any other agency.

13. **Miscellaneous.**

13.1 **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.

13.2 **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 Executive Director, Delaware County Regional Water Quality Control Authority, 100 East Fifth Street, Chester, Pennsylvania, and if to Seller, addressed to the Borough Secretary.

13.3 **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.

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

14. **Termination of Existing Agreement.** Upon completion of the Closing as specified hereunder and performance of all conditions relevant thereto, any and all existing agreements between Seller and Buyer or any predecessor in interest shall become terminated,

null and void except to the extent of any balance due Buyer by Seller under the terms of said Agreement. Any balance shall be paid by Seller to Buyer in accordance with the existing Agreement.

15. **Future Cooperation.** Seller agrees to use its best efforts in aiding Buyer to carry out the intent of this agreement. Seller agrees to execute any documents, issue any permits and pass any ordinances and/or resolutions Buyer, in its sole discretion, deems necessary or convenient toward carrying out the intent of this agreement, or toward Buyer's operation of the Sewer Properties and/or Collection System.

[EXECUTION TO FOLLOW]

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.

BOROUGH OF MARCUS HOOK

By: Robert R. Hersey, Jr.
Title: President of Council
Attest: Long M. Sun
Secretary

**DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY**

By: John L. Sule
Executive Director
Attest: Robert A. Ryan

SCHEDULE 3.2

SCHEDULE 3.3a

SCHEDULE 3.3b

SCHEDULE 3.5

Notice of Violation dated October 27, 2010 from the Pennsylvania Department of Environmental Protection (copy attached).

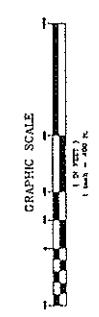
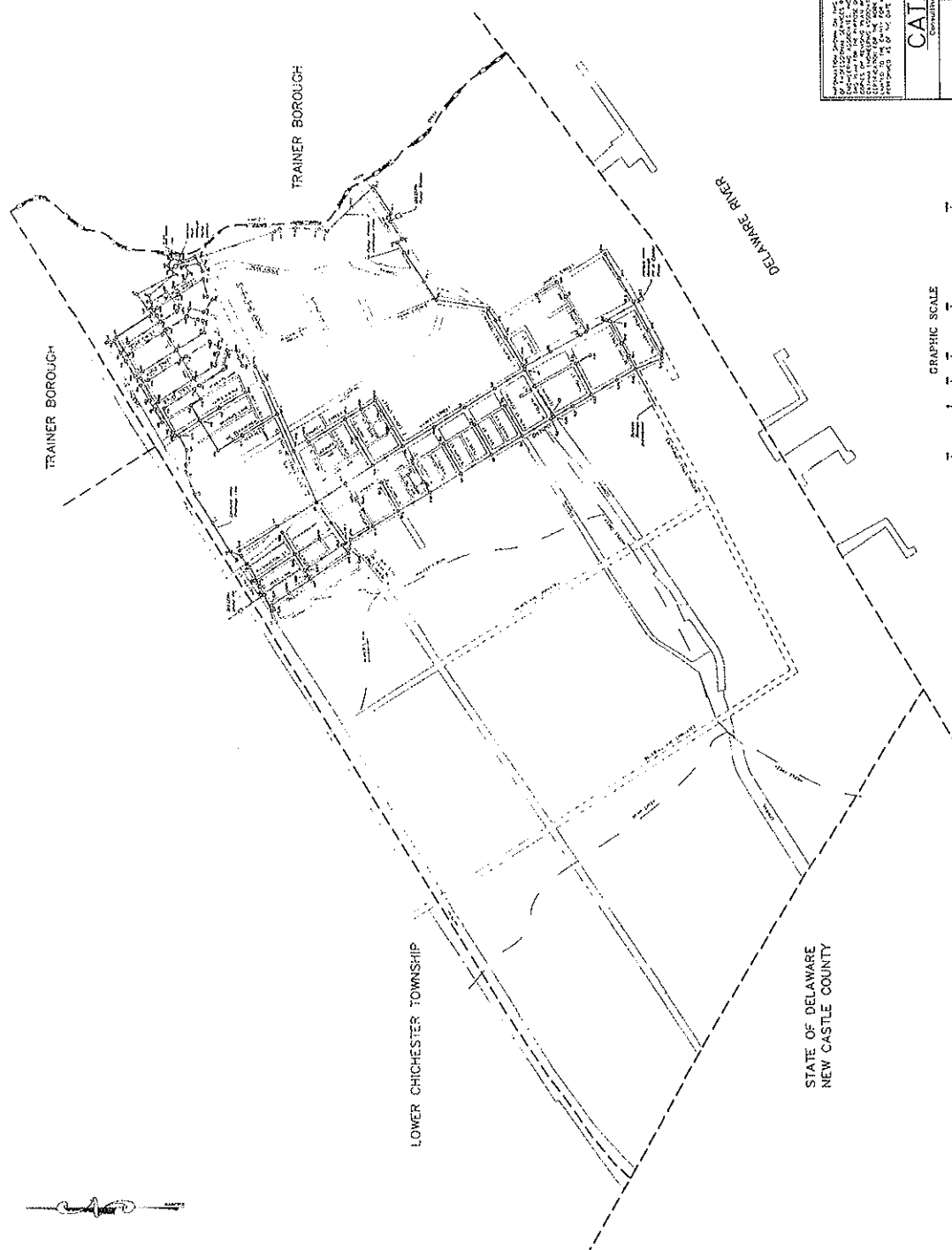
SCHEDULE 3.6a

Agreement with Lower Chichester pertaining to the utilities, care, maintenance, repair and upgrade of the pump station located at 6 Walnut Street, Marcus Hook Borough, Delaware County, Pennsylvania.

SCHEDULE 3.6b

SCHEDULE 3.9

EXHIBIT A



CATANIA ASSOCIATES, INC. Consulting Engineers		330 WEST 10TH STREET NEW CASTLE, DE 19701-2001 TEL. (410) 337-2233
PROJECT NO. 94-001 SHEET NO. 1 OF 1	DATE 10/1/94 DRAWN BY J. CATANIA CHECKED BY J. CATANIA	SCALE 1" = 100' (Horizontal) 1" = 200' (Vertical)
PROJECT NAME BOROUGH OF MARCUS HOOK	PROJECT LOCATION BOROUGH OF MARCUS HOOK	PROJECT DESCRIPTION SANITARY SEWER MAP

EXHIBIT B

BOROUGH 0.

Exhibit
B

MIN. LOT WIDTH	100 FT.	100 FT.	100 FT.
MIN. LOT FRONTAGE	250 FT.	NONE	NONE
MAX. LOT COVERAGE	65 %	65 %	65 %
FRONT YARD	30 FT.	30 FT.	30 FT.
REAR YARD	30 FT.	30 FT.	30 FT.
SIDE YARD	20 FT. (each)	20 FT. (each)	20 FT. (each)
BUILDING HEIGHT	50 FT.	50 FT.	50 FT.

- PUBLIC WATER PROVIDED BY CHESTER WATER AUTHORITY.
- ELECTRIC & GAS PROVIDED BY PECO.
- TRASH RECEPTORS TO BE PROVIDED ON EACH LOT.
- POT. PERMIT TO BE OBTAINED BY BOROUGH FOR NEW PENN AVE.
- WELDON WAY AND COMMERCE DRIVE TO BE PAVED
- ALL RAIL ROAD EASEMENTS ARE TO BE RETAINED.
- PECO PROPERTY ON TENTH STREET REFERENCE DEED DATED 6-6-57
RECORDED 6-27-57 D.B. 1875 Pg. 761
- VISCOSE FIRE CO. PROPERTY ON TENTH STREET BY AGREEMENT
1-8-80; DEED RECORDED. 7-6-87 D.B. 1488 P. 1951
- EASEMENTS TO LOT 23 WILL BE PROVIDED FOR LOTS 1, 2, 3, 4, 6, 7
- J. J. WAY IS AN EASEMENT WHICH SHALL BE PAVED.
PARKING WILL BE PROHIBITED ON J.J. WAY.
- STORMWATER FACILITIES ARE EXISTING AND SHALL BE MAINTAINED.

LEGEND

BUILDING SET BACK LINE
RIGHT OF WAY
EXISTING SEWER W/ MANHOLE
ZONING BOUNDARY
SUBDIVISION LINES
PROPOSED STORM SEWER
PROPOSED INLET
PROPOSED INLET NUMBER
PROPOSED TREES

B.S.B.L.
R/W
● --- ●

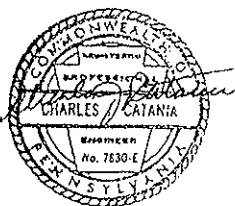
INLET 3
☼

TOTAL TRACT AREA = 36.32 ACS.
NUMBER OF LOTS = 23

GRAPHIC SCALE



PLAN 'B'



FINAL SUBDIVISION PLAN
OF
MARCUS HOOK BUSINESS & COMMERCE CENTER
FOR
STRATH HAVEN REALTY INC.

MARCUS HOOK BOROUGH DELAWARE COUNTY, PA.
CATANIA ENGINEERING ASSOCIATES, INC.
CONSULTING ENGINEERS
114 EAST FIFTH STREET CHESTER, PENNSYLVANIA

DWN. BY SEK CKD. BY EAM SCALE 1" = 100' DRAWING NO. 82857
DSG. BY C DATE 8-7-87 SHEET 1 OF 1 SHEETS

EXHIBIT C

ALL THAT CERTAIN area or tract of land situate in the Borough of Marcus Hook, Delaware County, Pennsylvania, being a portion of the property of the F.M.C. Corporation as shown on a plan by Albright & Friel, Inc., Consulting Engineers, of Philadelphia, Pennsylvania, dated March 5, 1965, bounded and described as follows:

BEGINNING at the point of intersection formed by the center line of Post Road (60' wide) and the line dividing lands owned or formerly owned by F.M.C. Corporation from developed lands known or formerly known as "Model Village" or "Marcus Hook Village" the three following courses and distances: (1) North 23 degrees, 07 minutes, 56 seconds West a distance of 163.75 feet to a point; (2) South 59 degrees, 48 minutes, 04 seconds West a distance of 39.74 feet to a point; and (3) North 30 degrees, 11 minutes, 56 seconds West a distance of 100.00 feet to a point; thence extending through lands owned or formerly owned by F.M.C. Corporation the following two courses and distances: (1) North 59 degrees, 48 minutes, 04 seconds East a distance of 67.50 feet to a point; and (2) South 79 degrees, 05 minutes, 56 seconds East a distance of 127.57 feet to a point in the bed of Marcus Hook Creek and in or near the line dividing the Borough of Marcus Hook from the Borough of Trainer; thence continuing through lands formerly owned by F.M.C. Corporation and through the bed of the Marcus Hook Creek and also along or near the line dividing the borough of Marcus Hook from the Borough of Trainer, the following two courses and distances: (1) South 16 degrees, 25 minutes, 30 seconds West a distance of 121.15 feet to a point; and (2) South 23 degrees, 07 minutes, 56 seconds East a distance of 91.00 feet to a point in the aforementioned center line of Post Road; thence

extending along the said center line of Post Road South 53 degrees, 14 minutes, 04 seconds West a distance of 45.00 feet to the point of beginning.

CONTAINING 0.4889 Acres, more or less

Being the same premises which F.M.C. Corporation, by its deed dated the Second day of July 1965 and recorded in the Office of the Recorder of Deeds in and for Delaware County at Book 2216, Page 1125, granted and conveyed unto the Borough of Marcus Hook in fee.