
EXHIBIT F97

RIGHT OF WAY AGREEMENT, DATED 2002,
BY AND AMONG DELCORA AND RIVERTOWN DEVELOPERS,
LP



DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY
100 East Fifth Street • P.O. Box 999 • Chester, PA 19016-0999

September 26, 2002

Mike Maddren, Esq.
Blank Rome Comisky & McCauley, LLP
Rose Tree Corporate Center
1400 North Providence Road
Media, PA 19063


RE: Rivertown Right-of-Way Agreement

Dear Mike:

Enclosed is the fully executed Right-of-Way Agreement with Rivertown Developers. We have retained a copy for our records.

Thank you.

Sincerely,


Barbara A. Bonnett
Sr. Admin Secretary

enclosure

cc: Rivertown File

ADMINISTRATION

☐ 610-876-5523 •
☐ FAX: 610-876-2728

CUSTOMER BILLING

☐ 610-876-5526 •

PURCHASING

☐ 610-497-6760 Ext. 34 & 35 •
☐ FAX: 610-497-7959

PLANT & MAINTENANCE

☐ 610-497-6760
☐ FAX: 610-497-7950

RIGHT-OF-WAY AGREEMENT

*Signed by
JLS
9-26-02*

AND NOW, this day of , 200²~~00~~ A.D.,

FOR AND IN CONSIDERATION OF One Dollar (\$1.00), receipt of which is hereby acknowledged, Rivertown Developers, L.P., 1200 River Road, Suite 1303, Conshohocken, Pennsylvania 19428, a Pennsylvania limited partnership hereinafter referred to as Grantor, hereby grants to DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY (DELCORA), 100 East Fifth Street, Chester, Delaware County, Pennsylvania 19013, a Pennsylvania Municipal Authority hereinafter referred to as Grantee, its successors and assigns, three permanent rights of way to access a combined sewer outfall for the purpose of maintaining, operating, inspecting, repairing, renewing, relocating, changing or removing same, and any appurtenances and appliances. Said rights of way to run in an easterly and westerly direction for a permanent easement with a varying width situate at a tract of land located along Seaport Drive between Highland Avenue and Flower Street, City of Chester, Delaware County, Pennsylvania, Folio Nos. 49-10-00608-00, 49-11-01308-00, 49-11-01313-00, 49-10-00607-00, 49-10-00603-00 and 49-10-00604-00, as shown in accordance with a plan thereof made by Catania Engineering Associates, Inc., entitled "C.S.O. Easement Plan for Rivertown Developers, L.P.", and dated July 26, 2002, attached hereto and made part hereof as Exhibit A and for which permanent rights of way are described as follows:

ALL THAT CERTAIN parcel of land situate in the City of Chester, Delaware County, Commonwealth of Pennsylvania, being bounded and described as shown on a C.S.O. Easement Exhibit, Exhibit "A" for Rivertown Developers, L.P. prepared by Catania Engineering Associates, Inc., Consulting Engineers, Milmont Park, Pennsylvania, dated July 26, 2002, last revised September 4, 2002, described as follows to wit:

BEGINNING at a point on the southern right-of-way line of Seaport Drive, said point being measured from the following two courses and distances from the southeastern right-of-way corner of the intersection of Highland Avenue (50-foot wide) and Front Street (60-foot wide) (1) along the said eastern right-of-way line of Highland Avenue S35°41'21"E, 823.79 feet and crossing the proposed 70-foot wide right-of-way of Seaport Drive to a point on the east right-of-way line of Highland Avenue, (2) leaving Highland Avenue, N54°18'39"E, 343.61 feet along the proposed right-of-way line of Seaport Drive:

THENCE (1) Extending from said beginning point N54°18'39"E, 30 feet, THENCE (2) S 36°27'47"E, 349.76 feet, THENCE (3) S38°09'14"E, 226.60 feet, THENCE (4) S69°52'10"E, 168.12 feet, THENCE (5) S20°07'50"W, 30 feet, THENCE (6) N69°52'10"W, 176.64 feet, THENCE (7) N38°09'14"W, 235.56 feet, THENCE (8) N36°27'47"W, 350.61 feet to the first mentioned point and place of beginning.

CONTAINING 0.51 acres of land more or less

AND

BEGINNING at a point on the southern right-of-way line of Seaport Drive, said point being measured from the following ten courses and distances from the southeastern right-of-way corner of the intersection of Highland Avenue (50-foot wide) and Front Street (60-foot wide) (1) along the said eastern right-of-way line of Highland Avenue S 35°47'21"E, 823.79 feet and crossing the proposed 70-foot wide right-of-way of Seaport Drive to a point on the east right-of-way line of Highland Avenue, (2) leaving Highland Avenue, N54°18'39"E, 585.05 feet along the proposed right-of-way line of Seaport Drive to a point of curvature, (3) along said curve turning to the left having a radius of 290.00 feet and arc length of 215.04 feet to a point of tangent; (4) N11°49'31"E, 417.55 feet to a point of curvature; (5) along said curve turning to the right having a radius of 250.00 feet and an arc length of 185.38 feet to a point; (6) N54°18'39"E, 183.81 feet to a point; (7) S35°41'21"E, 10.00 feet to a point of curvature (not tangent), (8) along said curve turning to the right having a radius of

radius of 455.00 feet and an arc length of 129.13 feet to a point of reverse curvature, (9) along said curve turning to the left having a radius of 545.00 feet and an arc length of 154.67 feet to a point of tangent (10) N54°18'39"E, 68.20 feet along the southern right-of-way line of Delaware Avenue (to be renamed Seaport Drive):

THENCE (1) Extending from said beginning point; N54°18'39"E, 30 feet,
THENCE (2) S35°40'54"E, 954.22 feet, THENCE (3) S46°09'38"W, 30.31 feet,
THENCE (4) N35°40'54"W, 959.22 feet to the first mentioned point and place of beginning.

CONTAINING 0.66 acres of land more or less.

AND

BEGINNING at a point on the southern right-of-way line of Seaport Drive, said point being measured from the following ten courses and distances from the southeastern right-of-way corner of the intersection of Highland Avenue (50-foot wide) and Front Street (60-foot wide) (1) along the said eastern right-of-way line of Highland Avenue S35°41'21"E, 823.79 feet and crossing the proposed 70-foot wide right-of-way of Seaport Drive to a point on the east right-of-way line of Highland Avenue (2) leaving Highland Avenue, N54°18'39"E, 585.05 feet along the proposed right-of-way line of Seaport Drive to a point of curvature, (3) along said curve turning to the left having a radius of 290.00 feet and arc length of 215.04 feet to a point of tangent; (4) N11°49'31"E, 417.55 feet to a point of curvature; (5) along said curve turning to the right having a radius of 250.00 feet and an arc length of 185.38 feet to a point; (6) N54°18'39"E, 183.81 feet to a point; (7) S35°41'21"E, 10.00 feet to a point of curvature (not tangent), (8) along said curve turning to the right having a radius of 455.00 feet and an arc length of 129.13 feet to a point of reverse curvature, (9) along said curve turning to the left having a radius of 545.00 feet and an arc length of 154.67 feet to a point of tangent, (10) N54°18'39"E, 788.31 feet along the southern right-of-way line of Delaware Avenue (to be renamed Seaport Drive):

THENCE (1) Extending from said beginning point; N54°18'39"E, 30 feet,
THENCE (2) S35°41'21"E, 858.25 feet, THENCE (3) S51°17'36"W, 30.04 feet,
THENCE (4) N35°41'21"W, 859.83 feet to the first mentioned point and place of beginning.

CONTAINING 0.59 acres of land more or less.

The Grantor hereby reserves to itself, its successors, and assigns, the use and enjoyment of said premises except for and subject to the purposes and uses hereby granted to the Grantee provided such use and enjoyment shall not interfere with or obstruct the rights herein granted, and by the acceptance of this right-of-way the said Grantee hereby agrees to pay to the Grantor, its successors and assigns, any damages which may to Grantor's property arise from constructing, maintaining, operating, changing and removing said pipeline or equipment.

The Grantee, to the extent permitted by the Political Subdivision Tort Claims Act, hereby releases, relinquishes and discharges and agrees to protect and indemnify and save harmless Grantor from and against any and all claims, demands, actions, causes of action and liability for injury to or death of persons and for loss of or damage to property (whether it be that of either party hereto or of third persons) caused by, growing out of, or occurring in connection with any activity of Grantee or condition created by Grantee pursuant to the rights granted by this instrument, including, but not limited to, the construction, maintenance, repair or presence of the aforesaid combined sewer outfall and any appurtenances thereon, unless due to the sole negligence of Grantor.

The Grantor expressly covenants and agrees that the Grantee, its successors and assigns, may enter upon the right of way conveyed herein at any time for the purpose of inspecting, installing, maintaining, replacing, relocating and/or removing said combined sewer outfall.

To have and to hold such right of way for the purpose aforesaid unto the said Delaware County Regional Water Quality Control Authority (DELCORA), its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and DELCORA has caused its corporate seal to be hereunto affixed and attested, and these presents to be signed by its duly authorized officers the day and year first above written.

RIVERTOWN DEVELOPERS, L.P.

By: RIVERTOWN DEVELOPERS, INC.

Its General Partner



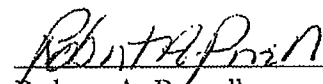
ALAN S. WEENTER, Vice President

Attest:



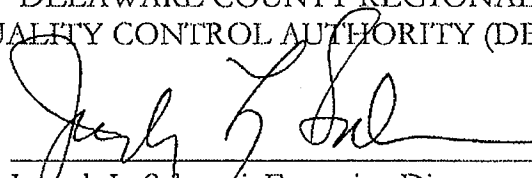
Secretary

Attest:



Robert A. Powell

DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY (DELCORA)



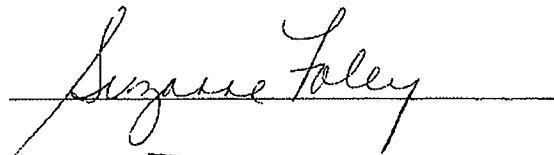
Joseph L. Salvucci, Executive Director

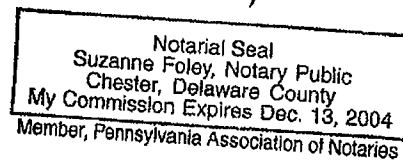
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DELAWARE :

On this, the 26th day of September, 2002, A.D., before
me, Suzanne Foley

the undersigned officer, personally appeared JOSEPH L. SALVUCCI, who acknowledged
himself to be the EXECUTIVE DIRECTOR of the DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL AUTHORITY (DELCORA), and that he as Executive
Director, being authorized to do so, executed the foregoing instrument for the purposes
therein contained by signing the name of DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY (DELCORA) by himself as Executive Director.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal





COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DELAWARE :

On this, the 19th day of September, 2002 A.D.,
before me, a Notary Public, personally appeared, Alex S. Werther,
of Rivertown Developers Inc. who acknowledged being the ^{VICE} President of the
general partner of the Grantor in the within Right-of-Way Agreement. In so doing,
The undersigned swears that Alex S. Werther
executed the foregoing instrument for the purposes therein contained by signing the
document in the places indicated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Elizabeth M. Boone

