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EXHIBIT F109

AGREEMENT OF SALE, DATED SEPTEMBER 28, 2016,  
BY AND AMONG SOUTHWEST DELAWARE COUNTY  
MUNICIPAL AUTHORITY AND DELCORA

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## AGREEMENT OF SALE

This **AGREEMENT OF SALE** is made this 28th day of September, 2016, by and between **SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY** ("Seller") and **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY** and/or its assignee or nominee or assignee ("Buyer").

### W I T N E S S E T H:

**WHEREAS**, Seller is the owner of certain real estate located in Aston Township, Delaware County, Pennsylvania, being folio number 02-00-02914-01 (the "Overall Parcel"); and

**WHEREAS**, the Overall Parcel has been legally subdivided pursuant to Preliminary / Final Subdivision Plan of DELCORA / SWDCMA prepared by Catania Engineering Associates, Inc. dated 5-07-15, last revised 11/09/15 (the "Approved Plan"), approved by Resolution No. 2015-142 of the Board of Commissioners of Aston Township, Delaware County Pennsylvania adopted November 18, 2015 (the "Township Resolution"), which Approved Plan was recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania on 5/3/2016 in Plan Case 39; and

**WHEREAS**, pursuant to the Approved Plan as recorded, the Overall Parcel was subdivided creating new legal lots or parcels, Parcel No. 1 consisting of approximately 11.33 acres of land to be retained by Seller and as more fully described in Exhibit "A" attached hereto, incorporated herein and made a part hereof ("Parcel No. 1) and Parcel No. 2 consisting of approximately 2.48 acres of land and as more fully described in Exhibit "B" attached hereto, incorporated herein and made a part hereof ("Parcel No. 2).

**WHEREAS**, Seller desires to sell Parcel No. 2 to Buyer, and Buyer desires to purchase said Parcel No. 2 from Seller, upon the terms set forth herein.

**NOW, THEREFORE**, in recognition of the above recitals, incorporated herein by reference hereto, and the premises, the respective representations, warranties, covenants, agreements, and conditions herein contained, and other good and valuable consideration, and intending to be legally bound hereby, Buyer and Seller agree as follows:

### **ARTICLE I DEFINITIONS AND REFERENCES**

**1.01 Definitions.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this Section:

**"Business Day(s)"** mean(s) any "Day" other than a Saturday, Sunday, or legal holiday on which Buyer's offices in Chester, PA are not open for usual business.

**"Day(s)"** mean(s), except for "Business Days," the term "Day(s)" shall mean calendar days, provided, however, that in the event any time period set forth herein expires on a Day other than a Business Day, the term Day(s) shall mean the following Business Day.

**“Encumbrance(s)”** means any security interests, mortgages, deeds of trusts, liens (including mechanic’s, materialmen’s, broker’s and property manager’s liens), hypothecations or similar encumbrances of any kind, leases, licenses, occupancy agreements and other rights of possession and use, rights of first refusal, options, and purchase agreements.

**“Laws and Regulations”** means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments and governmental authorities or quasi-governmental agencies or entities of competent jurisdiction affecting or relating to any person, entity, property or matter in question.

**“Property”** means, subject to adjustment as provided in Section 8.01(d), the approximately Parcel No. 2, as set forth in Exhibit “B hereto, attached hereto and incorporated herein by reference hereto..

**“Title Company”** means \_\_\_\_\_.

**1.02 References.** Except as otherwise specifically indicated, all references to Section and Subsection numbers refer to Sections and Subsections of this Agreement, and all references to Exhibits refer to the Exhibits attached hereto, which are hereby made a part hereof, and incorporated herein by reference. The words “hereby,” “hereof,” “hereto,” “hereunder,” “hereinafter,” “herein,” and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection hereof. The word “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this Agreement. The word “including” shall mean “including, without limitation”. Captions and Headings used herein are for convenience only and shall not be used to construe the meaning of any part of this Agreement.

## **ARTICLE II PURCHASE AND SALE**

**2.01 Agreement to Purchase and Sell.** On and subject to the terms and conditions set forth in this Agreement, at the Closing, Seller hereby agrees to sell, grant, transfer, convey, assign, and deliver to Buyer, and Buyer hereby agrees to purchase from Seller fee simple title to the Property.

## **ARTICLE III PURCHASE PRICE**

**3.01 Purchase Price.** The purchase price to be paid by Buyer to Seller for the purchase and sale of: fee simple title to the Property shall be Four Hundred Thousand Dollars (\$400,000.00) (the **“Purchase Price”**), which shall be payable by Buyer as follows:

(a) At the Closing, Buyer shall pay to Seller by wire transfer of immediately available funds the Purchase Price, plus or minus any prorations or adjustments as provided herein.

**3.02 Deposits.** N/A.

## ARTICLE IV DUE DILIGENCE

### 4.01 Title and Survey.

(a) Within twenty (20) Days of the date of this Agreement first written above (the “Effective Date”), Buyer may procure (i) a binding commitment from the Title Company to issue an owner’s policy of title insurance on the Property in an amount equal to the Purchase Price, which shall show all matters affecting title to the Property (together with copies of the documents referenced therein, the “**Title Commitment**”), and (ii) a survey of the Property prepared by a surveyor duly licensed by the appropriate licensing body for the Commonwealth of Pennsylvania (the “**Survey**”).

(b) In the event that either the Title Commitment or the Survey discloses any matters, other than the Permitted Exceptions (hereinafter defined), that negatively affect the marketability or insurability of the Property or Buyer’s ability to use the Property for its intended purpose (the “**Title Exceptions**”), then within five (5) Days of Buyer’s receipt of the Title Commitment or the Survey, as the case may be, Buyer shall provide to Seller written notice of Buyer’s objection to any such Title Exceptions (the “**Title Objections**”). If Buyer fails to notify Seller of its objection to any Title Exceptions within said 5-day period then all Title Exceptions not objected to within said 5-day period shall conclusively presumed to be waived by Buyer. Buyer shall not be entitled to object to the following (the “**Permitted Exceptions**”): (i) the general exceptions contained in the Title Commitment, (ii) any Title Exceptions disclosed herein, including in any Exhibits attached hereto, (iii) Title Exceptions pertaining to Encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the Deed, or (iv) any liens or matters caused by Buyer, its agents or contractors.

(c) In the event Buyer notifies Seller of any Title Objections as set forth above, Seller shall have twenty (20) Days from its receipt of the Title Objections to have the Title Objections removed from the Title Commitment or the Survey, as the case may be, or to have the Title Company or another reputable title insurance company or agent (and, in the event such other title insurance company or agent is to issue title insurance, it shall be deemed to be the “Title Company” as defined herein) commit to insure against loss or damage that may be occasioned by such Title Objections, and, in such event, the time of Closing shall be five (5) Days following the date on which Seller notifies Buyer that the Title Objections have been cured or that the Title Company or another reputable title insurance company has agreed to insure over the Title Objections. If Seller fails to have the Title Objections cured or to obtain the commitment for title insurance specified above as to such Title Objections within the specified time, Buyer may (i) terminate this contract or (ii) upon notice to Seller within ten (10) Days after the expiration of the 20-day period, to take title as it then is with the right to deduct from the Purchase Price Encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this contract shall become null and void without further action of the parties.

**4.02 Effect of Termination.** In the event Buyer is permitted to terminate this Agreement as provided in Section 4.01, and Buyer provides timely notice to Seller of Buyer’s intention to terminate the Agreement as provided in the applicable Section hereof, upon Seller’s receipt of

such notice to Seller: **(a)** this Agreement shall terminate and be of no further force and effect; and **(b)** the parties shall have no further obligations or liability to each other hereunder (except for the restoration, indemnification, and confidentiality obligations and publicity-restrictions hereunder and any other obligations that expressly survive the termination of this Agreement).

## **ARTICLE V REPRESENTATIONS AND WARRANTIES**

**5.01 Representations, Warranties and Covenants of Seller.** Seller hereby represents, warrants, and covenants the following to Buyer, upon which Seller acknowledges and agrees that Buyer is entitled to rely:

**(a) Authority.** **(i)** Seller has all requisite power and authority to execute and deliver this Agreement and all documents, including the Closing Documents, now or hereafter to be executed in connection herewith, and to consummate the transactions and perform all obligations contemplated hereby and thereby pursuant to the terms and conditions hereof and thereof; **(ii)** this Agreement has been, and all the documents to be delivered by Seller to Buyer at the Closing will be, duly authorized, executed and delivered by Seller; and **(iii)** this Agreement and all documents now or hereafter to be executed and delivered in connection herewith, when executed and delivered, will constitute the legal, valid and binding obligations of Seller in accordance with the respective terms.

**(b) Due Organization.** Seller is a municipal authority and an instrumentality of the Commonwealth of Pennsylvania, created pursuant to the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. §§ 5601-5623, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, is authorized to do business in the Commonwealth of Pennsylvania, is not insolvent and has all requisite power and authority to own or lease and operate the Property.

**(c) No Violation or Conflict.** Except as otherwise set forth herein, the execution and delivery of this Agreement and the Closing Documents to be executed in connection herewith, and the consummation of the transactions contemplated hereby and thereby do not and will not: **(i)** require the filing with, permit, authorization, consent or approval of any governmental authority or other person, and such execution and delivery shall not result in a material breach or material violation of any Laws and Regulations; **(ii)** conflict with, breach, result in a default under (or result in an event which with notice and passage of time or both will constitute a default under), or violate any material contract, agreement, or court or other order or decree to which Seller is a party or by which Seller or the Property is bound; **(iii)** violate any provision of the Seller's organizational or governing documents; or **(iv)** result in the creation or tax or any Encumbrance on the Property or any portion thereof.

**(d) Title to Property.** As of the Closing, the Seller shall have good and marketable title to the Property subject only to the Permitted Exceptions, if any.

**(e) Foreign Person.** Seller is a "United States person" (as defined in Section 7701(a)(30)(B) or (C) of the Internal Revenue Code of 1986, as amended (the "IRC")) for the purposes of the provisions of Section 1445(a) of the IRC.

(f) **Pending Litigation.** There are no pending or, to Seller's knowledge, threatened legal proceedings or actions against Seller that could delay or prevent the consummation of the transactions contemplated hereby or impair Seller's ability to perform its duties and obligations under this Agreement or any agreement to be entered into or delivered by Seller in connection with this Agreement.

(g) **Affirmation.** Seller shall affirm each of its representations and warranties as of the Closing.

**5.02 Representations and Warranties of Buyer.** In addition to any other representations or warranties of Buyer hereunder, Buyer hereby represents and warrants the following to Seller:

(a) **Authority.** Buyer has all requisite power and authority to execute and deliver this Agreement and all documents, including the Closing Documents, now or hereafter to be executed in connection herewith, and to consummate the transactions and perform all obligations contemplated hereby and thereby pursuant to the terms and conditions hereof and thereof. This Agreement has been, and all the documents to be delivered by Buyer to Seller at the Closing will be, duly authorized, executed and delivered by Buyer. This Agreement and all documents now or hereafter to be executed and delivered in connection herewith, when executed and delivered, will constitute the legal, valid and binding obligations of Buyer in accordance with the respective terms.

(b) **Due Organization.** Buyer is a municipal authority and an instrumentality of the Commonwealth of Pennsylvania, created pursuant to the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. §§ 5601-5623, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, is authorized to do business in the Commonwealth of Pennsylvania, and is not insolvent.

(c) **No Violation or Conflict.** The execution and delivery of this Agreement and the Closing Documents to be executed in connection herewith and the consummation of the transactions contemplated hereby and thereby do not and will not: (i) require the filing with, permit, authorization, consent or approval of any governmental authority, and such execution and delivery shall not result in a material breach or material violation of any Laws and Regulations; (ii) conflict with, breach, result in a default under (or result in an event which with notice and passage of time or both will constitute a default under), or violate any material contract, agreement, or court or other order or decree to which Buyer is a party or by which it or its property is bound; or (iii) violate any provision of Buyer's organizational or governing documents.

(d) **Pending Litigation.** There are no pending or, to Buyer's knowledge, threatened legal proceedings or actions against Buyer that could delay or prevent the consummation of the transactions contemplated hereby or impair Buyer's ability to perform its duties and obligations under this Agreement or any agreement to be entered into or delivered by Buyer in connection with this Agreement.

(e) **Affirmation.** Buyer shall affirm each of its representations and warranties as of the Closing.

**5.03 Duration of Representations and Warranties.** All representations and warranties of Seller and Buyer set forth in Sections 5.01 and 5.02 of this Agreement shall be deemed made as of the Effective Date and shall merge into the Closing Documents, unless specifically indicate herein to survive closing.

## **ARTICLE VI CONDITIONS TO SELLER'S OBLIGATIONS**

**6.01 Conditions.** Seller's obligations to close hereunder shall be subject to the occurrence of each of the following conditions, any one or more of which may be waived by Seller in writing.

(a) Buyer's Compliance with Obligations. Buyer shall have complied with all of Buyer's obligations hereunder in all material respects.

(b) Truth of Buyer's Representations and Warranties. The representations and warranties of Buyer contained herein were true in all material respects when made and are true in all material respects on the Closing Date, and Buyer's representations and warranties shall not have been modified or changed in any respect after the Effective Date except as mutually agreed by the Seller and Buyer, each in their respective sole discretion.

(c) Cross-Easement Agreement. The parties shall enter into and record an Easement Agreement in form and content substantially similar to the Cross-Easement Agreement attached hereto as Exhibit "D".

(d) Buyer's Deliveries. Buyer shall have delivered to Seller all of the Buyer's deliveries and other items set forth in Section 9.03.

**6.02 Failure of Conditions.** If any of the conditions enumerated in Section 6.01 are not fulfilled by the Closing Date (or if earlier, the date specified for such fulfillment), Seller may elect to terminate this Agreement by providing written notice thereof to Buyer whereupon the Earnest Money Deposit shall be refunded to Buyer and neither party shall have any further liability or obligation hereunder except for those which expressly survive termination, unless the failure of such condition to be satisfied also constitutes a default under or breach of the terms of this Agreement on the part of Buyer, in which event Seller may, at its option, retain the Earnest Money Deposit and/or pursue any of its other remedies therefor set forth herein.

## **ARTICLE VII CONDITIONS TO BUYER'S OBLIGATIONS**

**7.01 Conditions.** Buyer's obligation to close hereunder shall be subject to the occurrence of each of the following conditions, any one or more of which may be waived by Buyer in writing.

(a) Seller's Compliance with Obligations. Seller shall have complied with all obligations hereunder in all material respects.

(b) Truth of Seller's Representations and Warranties. The representations and warranties of Seller contained herein were true in all material respects when made and are true in

all material respects on the Closing Date, and Seller's representations and warranties shall not have been modified or changed in any respect after the Effective Date except as mutually agreed by the Seller and Buyer, each in their respective sole discretion.

(c) **Governmental Approvals.** If this transaction, or any part of parts hereof, or the consummation of any of the transactions herein contemplated, shall require authorization or approval of any governmental agency having jurisdiction, all such authorizations and approvals shall have been obtained and shall be in full force and effect on and as of the Closing Date and no applicable Laws and Regulations shall have been enacted (or passed which upon enactment) that would make illegal or invalid or otherwise prevent the consummation of the transaction contemplated under this Agreement. If such authorizations and approvals shall not have been obtained on or prior to the last Day for Closing hereinabove provided, the Closing Date may be deferred, at the election of Buyer or Seller, for an additional period of time; not to exceed fifteen (15) Business Days, as shall be necessary to obtain any authorizations or approvals not then obtained.

(d) **No Pending Adverse Litigation.** On the Closing Date, there shall not then be pending or, to the knowledge of either Buyer or Seller, threatened, any litigation, administrative proceeding, investigation or other form of governmental enforcement, or executive or legislative proceeding which, in the reasonable judgment of Buyer, if determined adversely, would restrain the consummation of any of the transactions herein referred to, declare illegal, invalid or non-binding any of the material covenants or obligations of the parties hereto, or materially and adversely affect the value of the Property, or materially and adversely affect the ability of Buyer, after the Closing, to utilize the Property in the manner contemplated hereby.

(e) **Cross-Easement Agreement.** The parties shall enter into and record an Easement Agreement in form and content substantially similar to the Cross-Easement Agreement attached hereto as Exhibit "D"

(f) **Seller's Deliveries.** Seller shall have delivered to Buyer all of the Seller's deliveries and other items set forth in Section 9.02.

**7.02 Failure of Conditions.** If any of the conditions enumerated in Section 7.01 are not fulfilled by the Closing Date (or if earlier, the date specified for such fulfillment), Buyer may elect to terminate this Agreement by providing written notice thereof to Seller whereupon the Earnest Money Deposit shall be refunded to Buyer and neither party shall have any further liability or obligation hereunder except for those which expressly survive termination, unless the failure of such condition to be satisfied also constitutes a default under or breach of the terms of this Agreement on the part of Seller, in which event Buyer may, at its option, pursue any of its remedies therefor set forth herein.



## ARTICLE VIII ACTIONS AND OPERATIONS PENDING CLOSING

**8.01 Seller's Actions and Operations Pending Closing.** Seller agrees that at all times prior to the Closing Date:

(a) The Seller will not assign, transfer, convey or encumber their interest in the Property, directly or indirectly, whether by operation of law or otherwise, except in the ordinary course of business, subject to the provisions of this Agreement, or otherwise in accordance with this Agreement.

(b) The Seller shall not take any action which would preclude or interfere with the timely satisfaction of the conditions set forth in Section 7.01 hereof or which would render the representations and warranties of Seller in Article V hereof inaccurate in any material respect or otherwise cause Seller to be in breach of the any of the same.

(c) The Seller shall, promptly upon becoming aware of same, notify Buyer in writing of any casualty occurring on the Property or any part thereof and of any litigation, arbitration or proceeding affecting the Property or any part thereof, and shall deliver to Buyer a copy of any tax bill, notice of amendment, or notice of change in a tax rate affecting the Property, any notice or claim of violation from any governmental authority, and any notice of any taking or threatened taking affecting or relating to the Property or any portion thereof. In addition, the Seller shall, promptly upon becoming aware of same, notify Buyer in writing of any fact, event or circumstance which, if existing on the Closing Date or otherwise or with the giving of notice or passage of time, would be in breach of the representations and warranties of Seller set forth in Article V or elsewhere herein or would cause any of the conditions set forth in Section 7.02 hereof to be unsatisfied.

## ARTICLE IX CLOSING

**9.01 Closing.** The closing of the transaction contemplated hereby (the “**Closing**”) shall take place at the offices of Buyer at the 100 East Fifth Street, Chester, PA 19013 on or before the date that is twenty (20) days following satisfaction of the requirements of Section 4.01 with respect to Title matters, or at such other place and/or such other time as may be agreed by the parties (the “**Closing Date**”).

**9.02 Seller's Deliveries.** At Closing, Seller shall execute (to the extent required) and deliver to Buyer the following, each of which shall be in form and substance reasonably acceptable to Buyer and, in the case of documents of transfer or conveyance, shall be accepted or consented to by all parties required to make such transfer or conveyance effective:

(a) Special Warranty Deed (the “**Deed**”) to the Property, transferring and conveying to Buyer marketable fee simple title to the Property, subject only to the Permitted Exceptions, which Deed shall be substantially in the form attached hereto as Exhibit “C” and incorporated herein by reference, as modified to the extent necessary to comply with local recording

requirements and to make any changes reasonably required by the Title Company in connection with its issuance of title insurance on the property;

(b) an executed certification (“**FIRPTA Certificate**”) and such other evidence as Buyer may reasonably request to establish that Seller is not a foreign person for the purpose of IRC Section 1445;

(c) a settlement statement regarding the conveyance;

(d) any required real estate transfer tax declaration or similar documents required in connection with any state, local and school district real estate transfer taxes relating to the conveyance of the Property, if applicable; and

(e) such affidavits, indemnities, bonds, evidence of title, partnership agreements, certificates of partnership, corporate articles, by laws, certificates of good standing, resolutions, consents, undertakings and the like from Seller or other third parties as may be required by the Title Company, on or in forms customarily used by the Title Company, in order to issue title insurance on the Property.

**9.03 Buyer’s Deliveries.** At the Closing, Buyer shall deliver to Seller:

(a) the remainder of the Purchase Price required to be paid pursuant to Section 3.01, plus or minus any adjustments thereto as provided herein;

(b) a settlement statement regarding the conveyance;

(c) any required real estate transfer tax declaration or similar documents required in connection with any state, local and school district real estate transfer taxes relating to the conveyance of the Property, if applicable;

**9.04 Closing Charges.** In addition to any prorations or charges as otherwise provided herein, at Closing:

(a) Seller. Seller shall be charged the following:

(i) all commissions owed to Seller’s Broker (hereinafter defined), if any, with regard to their brokerage of the transactions contemplated hereby;

(ii) one half (1/2) of all state, local and school district real estate transfer taxes, if any, relating to the conveyance of the Property; and

;

(iii) all fees and expenses of Seller’s designated representatives, accountants and attorneys.

(b) Buyer. Buyer shall be charged the following:

- (i) one half (1/2) of all state, local and school district real estate transfer taxes, if any, relating to the conveyance of the Property;
- (ii) the cost of the Title Commitment and any title insurance Buyer may elect to purchase;
- (iii) all costs of the Survey, if any;
- (iv) the costs of preparing the Deed and/or other instruments relating to the conveyance of the Property
- (v) the cost of recording or filing the Deed; and
- (vi) all fees and expenses of Buyer's designated representatives, consultants, accountants and attorneys.

All other fees, costs and expenses not expressly addressed in this Section or elsewhere in this Agreement shall be allocated between Seller and Buyer in accordance with applicable local custom for similar transactions.

**9.05 Concurrent Transactions.** All documents or other deliveries required to be made by Buyer or Seller at Closing, and all transactions required to be consummated concurrently with Closing, shall be deemed to have been delivered and to have been consummated simultaneously with all other transactions and all other deliveries, and no delivery shall be deemed to have been made, and no transaction shall be deemed to have been consummated, until all deliveries required by Buyer and Seller shall have been made, and all concurrent or other transactions have been consummated.

**9.06 Further Assurances.** Buyer and Seller will, at the Closing, or at any time or from time to time thereafter, upon request of either party, execute such additional instruments, documents or certificates as either party deems reasonably necessary in order to confirm conveyance, assignment and transfer of the Property to Buyer to effectuate the transaction contemplated by this Agreement in accordance with the terms and provisions of this Agreement.

**9.07 Possession.** Seller shall deliver possession of the Property to Buyer at Closing.

## **ARTICLE X ADJUSTMENTS AND PRORATIONS**

**10.01 Adjustments and Prorations.** The following matters and items shall be apportioned between Seller and Buyer as of the Closing Date as provided below:

(a) **Taxes and Assessments.** All real estate and personal property taxes, ad valorem taxes, and special or general assessments, with regard to the Property which shall be prorated according to the period for which they are billed and payable. Seller shall be responsible for all of the same attributable to any period prior to the Closing, and Buyer shall be responsible for the same to extent attributable to any period from and after the Closing. If the amount of any such

item is not ascertainable on the Closing Date, the credit therefor shall be based on one hundred ten percent (110%) of the most recent available bill and shall be prorated upon receipt of the actual bill. Any personal property taxes shall be prorated if and to the extent prorated per local custom and practice. The Property is and shall remain exempt from real estate taxes.

**(b) Utilities.** All charges for the provision of any utility services or similar services (including telephone, internet, cable or satellite television, water, sewer, garbage and rubbish, heat, steam, electric power, gas, lighting and any other utility or similar service) at the Property, if any. Seller shall also receive a credit for deposits, if any, made by the Seller as security for the provision of such utilities or services if the same will not be refunded to the Seller and is transferred to, or inures to the benefit, the Buyer. Where possible, cut-off readings will be secured for all utilities on the Closing Date. If the amount of any such item is not ascertainable on the Closing Date, the credit therefore shall be based on one hundred ten percent (110%) of the most recent available bill and shall be prorated upon receipt of the actual bill. Within five (5) Days following the Closing Date, Buyer shall contact each utility or similar service providers to authorize the switching of such services into the name of Buyer. In the event Buyer fails to ensure that such utility services and similar services are switched to the name of Buyer within such 5-Day period and fails thereafter to do so within three (3) Business Days of its receipt of written notice from Seller that Seller intends to instruct the applicable utility provide to shut-off service, Seller shall have the right to instruct the providers of such services to shut off such services, in which event Buyer agrees to indemnify, hold harmless, and defend Seller, its parent, subsidiary, and affiliated companies, and divisions, and each of their shareholders, members, and partners, and each of their officers, directors, employees, agents, representatives, and contractors, and each of their heirs, personal representatives, successors, and assigns from and against any losses, liabilities, and damages incurred by either party arising out of, or resulting from, any claim by any third parties arising as a result of any such shut-offs.

**(c) Other.** To the extent not inconsistent with any of the foregoing, all other items of income and expense as are customarily adjusted or prorated upon the purchase and sale of a property similar to the Property shall be adjusted and prorated between Seller and Buyer accordingly.

In the event, on the date of Closing, the precise figures necessary for any of the foregoing adjustments are not capable of determination or are unknown, the adjustments shall be made on the basis of the good faith estimates of Buyer and Seller (using currently available information, including, but not limited to, currently available projections as to tax assessments and rates and the like).

**10.02 Payment.** Any net credit due to Seller as a result of the adjustments and prorations under Section 10.01 shall be paid to the Seller in cash at the time of Closing. Any net credit due to Buyer as a result of the adjustments and prorations under Section 10.01 shall be credited against the Purchase Price at the time of Closing. In the event Buyer receives any payment or other credit due to Seller pursuant to this Agreement, Buyer shall pay the same to Seller within thirty (30) Days of Buyer's receipt of the same. Seller shall have the right to request an accounting from Buyer with respect to any such payments or other credits. In the event Seller receives any payment or other credit due to Buyer pursuant to this Agreement, Seller shall pay the same to

Buyer within thirty (30) Days of Seller's receipt of the same. Buyer shall have the right to request an accounting from Seller with respect to any such payments or other credits.

**10.03 Survival.** The provisions of this Article X shall survive the Closing.

## **ARTICLE XI LAXTON BUILDING**

**11.01 "As is".** The Laxton Building, a structure located on Parcel No. 2 which is more fully described in Exhibit "B" shall be sold in the as is condition and Seller makes no representations or warranties regarding same.

## **ARTICLE XII ANCILLARY RIGHTS AND UTILITIES**

**12.01 Water Utility.** Buyer shall reimburse Seller for amounts paid by Seller for water usage by Buyer at the Property up to and including the date of Closing hereunder (less amounts already reimbursed to Seller prior to the execution hereof). Buyer shall take steps following closing to arrange for separate billing for Buyer's water usage as quickly as possible following Closing, but shall be responsible following Closing for any amounts billed to Seller and paid post-Closing attributable to Buyer's water usage until such time as separate billing can be arranged.

## **ARTICLE XIII CASUALTIES AND TAKINGS**

**13.01 Takings.** In the event of the actual or threatened taking (either temporary or permanent) in any condemnation proceedings by exercise of right of eminent domain, of all or any part of the Property or access thereto, Buyer shall receive an assignment of all of the Seller's rights to any condemnation award relating to such taking and acquire the Property without any adjustment in the Purchase Price in connection therewith; provided, however, in the event of any such taking, other than De Minimis Property (as defined hereinafter) occurring prior to the Closing Date, Buyer may elect to terminate this Agreement by giving written notice to Seller, whereupon the Earnest Money Deposit shall be refunded to Buyer and neither party shall have any further liability or obligation hereunder except for those which expressly survive termination. "De Minimis Property" shall mean any strip of real property less than ten (10) feet in width and which is located adjacent to the boundary of any of the Property, but which does not affect the access to, parking on or other use of the Property.

**13.02 Risk of Loss.** Subject to the provisions of this Article XIII, the risk of loss or damage to the Property shall remain with Seller until Closing provided however that Buyer shall presently insure the structures on the property including but not limited to the Laxton building against loss or casualty

## ARTICLE XIV BREACH; REMEDIES

**14.01 Buyer's Breach; Seller's Remedies.** If the transaction contemplated hereby does not close by reason of Buyer's material default hereunder, which default is not caused by Seller's default hereunder, then Seller, as its sole and exclusive remedy, may elect to (a) terminate this Agreement by providing written notice to Buyer, in which case Seller shall be entitled to retain the Earnest Money Deposit, and Seller and Buyer shall have no further rights or obligations under this Agreement, except those which expressly survive termination, or (b) proceed to Closing pursuant to this Agreement, in which case Seller shall be deemed to have waived such Buyer's default. Notwithstanding the foregoing, except for failure to deliver the Purchase Price at Closing, Seller shall not have the right to exercise its remedies under clause (a) of this Section unless Seller has provided written notice to Buyer specifying in reasonable detail the nature of the Buyer's default, and Buyer has not cured such Buyer's default within ten (10) Days after Buyer's receipt of such notice. If the Closing is scheduled to occur prior to the expiration of said 10-day period, the Closing Date shall be postponed until the date which is five (5) Business Days after the expiration of said 10-day period. The parties acknowledge and agree that the damages suffered by Seller or Seller due to a breach hereof by Buyer would be difficult or impossible to determine, and that the Seller's entitlement to the Earnest Money Deposit, if any, which shall be treated as liquidated damages and not as a penalty, is a reasonable sum considering all of the circumstances existing on the date of this Agreement, but is not Seller's exclusive remedy.

**14.02 Seller's Breach; Buyer's Remedies.** If the transaction contemplated hereby does not close by reason of Seller's material default hereunder, which default is not caused by Buyer's default hereunder, then Buyer, as its sole and exclusive remedy, may elect to (a) terminate this Agreement, in which case the the entire Earnest Money Deposit shall be refunded to Buyer, or (b) seek specific performance against Seller to the extent it is available under applicable law. Notwithstanding the foregoing, Buyer shall not have the right to exercise its remedies under clauses (a) or (b) of this Section unless Buyer has provided written notice to Seller specifying in reasonable detail the nature of the Seller's default, and Seller has not cured such default by Seller within ten (10) Days after Seller's receipt of such notice. If the Closing is scheduled to occur prior to the expiration of said 10-day period, the Closing Date shall be postponed until the date which is five (5) Business Days after the expiration of said 10-day period. In the event Buyer initially pursues the remedy in clause (b) and subsequently either decides to dismiss any lawsuit seeking specific performance against Seller and/or cease its efforts to pursue specific performance, or is not able to obtain specific performance from Seller for any reason, then Buyer may thereafter elect to exercise its remedies under clause (a) of this Section.

## ARTICLE XV MISCELLANEOUS PROVISIONS

**15.01 Additional Covenants.** In addition, the parties agree as follows:

(a) **Brokerage.** Buyer and Seller hereby represent and warrant to the other that none of them has dealt with any broker or finder in connection with the transaction contemplated hereby, other than N/A ("**Seller's Broker**"), and each hereby agrees to indemnify, defend and hold harmless the other from and against any loss, liability, and damages and any claims incurred

by either party arising out of, or resulting from, any claim by any broker or finder in contravention of its representation and warranty herein contained. Seller shall pay all real estate broker commissions owed to Seller's Broker with respect to this transaction.

(b) Continued Marketing. Seller and Seller's Broker shall be entitled to continue to market the Property for sale during the pendency of this Agreement.

(c) Construction. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

(d) Publicity. All press releases and all other similar publicity concerning the transactions contemplated hereby shall be approved by and instituted by Seller.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument.

(f) Integration. This Agreement (including all Exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous letters of intent, understandings, or other agreements, whether written or oral, with respect thereto.

(g) Amendment. This Agreement may not be modified, amended, or supplemented except by a written instrument to such effect signed by the party against which such modification, amendment or supplement is to be charged.

(h) Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications ("Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be personally delivered or sent by facsimile (with copy by overnight delivery) registered or certified mail, postage prepaid, return receipt requested, or by overnight express courier, postage prepaid, addressed to the party to be so notified as follows:

If to Seller:

Southwest Delaware County Municipal Authority  
P.O. Box 2466 ,  
Aston , Pa. 19014-0466

With copy to:

Francis T. Sbandi, Esquire  
Jamestown Building  
Suite 1-A, 102 Chesley Drive  
Media, PA 19063

If to Buyer:

Delaware County Regional Water Quality Control Authority  
100 East Fifth Street  
PO Box 999  
Chester, PA 19013-0999

With copy to:

J. Adam Matlawski, Esquire  
1223 N. Providence Road  
Media, PA 19063  
Fax: (610) 565-9531

Notice mailed by registered or certified mail shall be deemed received by the addressee three (3) Days after mailing thereof. Notice personally delivered shall be deemed received when delivered. Notice sent via facsimile shall be deemed received upon sender's obtaining electronic confirmation of successful transmission. Notice mailed by overnight express courier shall be deemed received by the addressee on the next Business Day after mailing thereof. Either party may at any time change the address for notice to such party by mailing a Notice as aforesaid.

(i) Waivers. The failure of any party to seek redress for any violation of, or to insist upon strict performance of, any covenant, agreement, term or provision contained in this Agreement shall not be deemed to be a waiver thereof, or be deemed to modify that or any other covenant, agreement, term or provision contained herein.

(j) Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. The parties agree that any dispute arising hereunder or with respect hereto shall be adjudicated by the state or federal courts sitting in and for Delaware County, Pennsylvania and that such courts shall be the exclusive jurisdiction in which the parties may file any claim hereunder or related hereto, and each of the parties hereby irrevocably consent to the personal jurisdiction of such courts and waive any objection to such courts being an inconvenient forum or venue.

(k) Assignment; Successors in Interest. Each and all of the covenants, agreements, terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective personal heirs, representatives, successors and assigns. Buyer shall be entitled, without the consent of Seller, to: (i) assign its interest in this Agreement to one or more entities; provided that Buyer shall remain liable for all liabilities and obligations of Buyer under this Agreement; or (ii) designate one or more entities to take title to the Property, so long as, in each such instance, each such entity is an affiliate of Buyer.



(l) No Third Party Beneficiaries. The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any person or entity, other than the parties hereto and their permitted successors and assigns.

(m) Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or any provision hereof.

(n) Severability. Any provision of this Agreement that is, or adjudicated to be, invalid, illegal, or unenforceable in any respect in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions hereof, and any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or in any way affect the validity, legality or enforceability of such provision in any other jurisdiction so long as the extent of the invalidity, illegality or unenforceability does not destroy the basis of the bargain between the parties as contained herein.

(o) Time of the Essence. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed, all as of the day and year first above written.

**Seller**

**SOUTHWEST DELAWARE COUNTY  
MUNICIPAL AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Buyer**

**DELAWARE COUNTY REGIONAL  
WATER QUALITY CONTROL  
AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**List of Exhibits:**

Exhibit A	Legal Description – Parcel 1
Exhibit B	Legal Description – Parcel 1
Exhibit C	Special Warranty Deed
Exhibit D	Cross-Easement Agreement

**EXHIBIT "A"**

[Parcel No. 1 -legal description]

**Legal Description  
Delcora – SWDCMA Subdivision  
Parcel 1 – SWDCMA Parcel  
Aston Township, Delaware County**

**October 28, 2015  
File No. 81600-2015-SW**

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ALL THAT CERTAIN parcel of land thereto, SITUATE in the Township of Aston, County of Delaware, Commonwealth of Pennsylvania, being bounded and described in accordance with a Preliminary/Final Subdivision Plan of Delcora/SWDCMA Pump Station (#81600-2015-SW) dated May 7, 2015, last revised October 28, 2015 as prepared by Catania Engineering Associates, Inc. as follows, to wit:

BEGINNING at an interior point, said point being located the following ten (10) courses and distances from the Northeast side of Park Lane (1) along the arc of a circle curving to the left having a radius of 25.00 feet for a distance of 39.27 feet; (2) S 89°57'49" E 105.00 feet; (3) N 01°44'W 5.00 feet; (4) S 89°57'49" E 2.04 feet; (5) along the arc of a circle curving to the left having a radius of 363.06 feet for a distance of 207.36 feet; (6) N 55°32'35" E 136.67 feet; (7) along the arc of a circle curving to the right having a radius of 358.27 feet for a distance of 364.57 feet; (8) S 66°09'13" E 226.40 feet; (9) along the arc of a circle curving to the right having a radius of 260.49 feet for a distance of 157.03 feet; (10) N 27° 33' E 46.34 feet; THENCE (1) S 62°26'59" E 655.00 feet to a point; THENCE (2) S 27°33'00" W 474.22 feet to a point; THENCE (3) S 71°41'18" W 590.48 feet to a point; THENCE (4) N 48°31'02" W 251.15 feet to a point; THENCE (5) N 27°33'00" E 837.51 feet to the first mentioned point and place of beginning.

CONTAINING 11.33 acres of land, more or less.

BEING Parcel No. 1 on said plan.

**EXHIBIT "B"**

[Parcel No. 2 -legal description]

**Legal Description  
Delcora – SWDCMA Subdivision  
Parcel 2 – DELCORA Parcel  
Aston Township, Delaware County**

**November 3, 2015  
File No. 81600-2015-SW**

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ALL THAT CERTAIN parcel of land thereto, SITUATE in the Township of Aston, County of Delaware, Commonwealth of Pennsylvania, being bounded and described in accordance with a Preliminary/Final Subdivision Plan of Delcora/SWDCMA Pump Station (#81600-2015-SW) dated May 7, 2015, last revised October 28, 2015 as prepared by Catania Engineering Associates, Inc. as follows, to wit:

BEGINNING at an interior point, said point being located the following eleven (11) courses and distances from the Northeast side of Park Lane (1) along the arc of a circle curving to the left having a radius of 25.00 feet for a distance of 39.27 feet; (2) S89°57'49"E, 105.00 feet; (3) N01°44'W, 5.00 feet; (4) S89°57'49"E 2.04 feet; (5) along the arc of a circle curving to the left having a radius of 363.06 feet for a distance of 207.36 feet; (6) N55°32'35"E, 136.67 feet; (7) along the arc of a circle curving to the right having a radius of 358.27 feet for a distance of 364.57 feet; (8) S66°09'13"E, 226.40 feet; (9) along the arc of a circle curving to the right having a radius of 260.49 feet for a distance of 157.03 feet; (10) S27°33'W, 791.17 feet; (11) S48°31'02"E, 251.15 feet; THENCE (1) N71°41'18"E, 590.48. feet to a point; THENCE (2) S27°33'00"W, 525.78 feet to a point; THENCE N48°31'02"W, 423.67 feet to the first mentioned point and place of beginning.

CONTAINING 2.48 acres of land, more or less.

BEING Parcel No. 2 on said plan.

Exhibit "C"

**SPECIAL WARRANTY DEED**

THIS INDENTURE is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, between SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY, a municipal authority and an instrumentality of the Commonwealth of Pennsylvania ("Grantor") and DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY, a municipal authority and an instrumentality of the Commonwealth of Pennsylvania (hereinafter called the "Grantee").

**WITNESSETH:**

THAT Grantor, for and in consideration of the sum of Four Hundred Thousand Dollars (\$400,000.00) lawful money of the United States of America, well and truly paid by Grantee unto Grantor, at or before sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does hereby grant, bargain and sell, release and confirm unto Grantee, its successors and assigns, that certain parcel of land located in (the "Property"):

ALL THAT CERTAIN parcel of land thereto, SITUATE in the Township of Aston, County of Delaware, Commonwealth of Pennsylvania, being bounded and described in accordance with a Preliminary/Final Subdivision Plan of Delcora/SWDCMA Pump Station (#81600-2015-SW) dated May 7, 2015, last revised October 28, 2015 as prepared by Catania Engineering Associates, Inc. as follows, to wit:

BEGINNING at an interior point, said point being located the following eleven (11) courses and distances from the Northeast side of Park Lane (1) along the arc of a circle curving to the left having a radius of 25.00 feet for a distance of 39.27 feet; (2) S89°57'49"E, 105.00 feet; (3) N01°44'W, 5.00 feet; (4) S89°57'49"E 2.04 feet; (5) along the arc of a circle curving to the left having a radius of 363.06 feet for a distance of 207.36 feet; (6) N55°32'35"E, 136.67 feet; (7) along the arc of a circle curving to the right having a radius of 358.27 feet for a distance of 364.57 feet; (8) S66°09'13"E, 226.40 feet; (9) along the arc of a circle curving to the right having a radius of 260.49 feet for a distance of 157.03 feet; (10) S27°33'W, 791.17 feet; (11) S48°31'02"E, 251.15 feet; THENCE (1) N71°41'18"E, 590.48. feet to a point; THENCE (2) S27°33'00"W, 525.78 feet to a point; THENCE N48°31'02"W, 423.67 feet to the first mentioned point and place of beginning.

CONTAINING 2.48 acres of land, more or less.

BEING Parcel No. 2 on said plan.

BEING parts of folio #02-00-02914-01

BEING PART OF THE SAME PREMISES which \_\_\_\_\_, by Deed dated \_\_\_\_\_ and recorded \_\_\_\_\_ at Media, Pennsylvania in the Office of the Recorder of Deeds, in and for the County of Delaware, in Deed Book \_\_\_\_\_,

Page \_\_\_\_\_ &c., granted and conveyed unto the SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY, in fee.

UNDER AND SUBJECT TO the Cross-Easement Agreement by and between Grantor and Grantee of even date herewith, which Cross-Easement Agreement is intended to be recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania following the recording this Indenture.

UNDER AND SUBJECT TO certain restrictions and conditions of record.

TOGETHER with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all of the estate, right, title interest, property, claim and demand whatsoever of Grantor, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the Property, together with all hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto Grantee, its successors and assigns, to and for the only proper use and behoof of Grantee, its successors and assigns forever.

AND Grantor, its successors and assigns, by these presents, does covenant, promise and agree, to and with Grantee, its successors and assigns, that Grantor, its successors and assigns, shall and will **SUBJECT AS AFORESAID warrant and forever defend** all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto Grantee, its successors and assigns, against Grantor, its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under Grantor, its successors and assigns, or any of them.

IN WITNESS WHEREOF, Grantor has executed this Indenture as of the date first set forth above.

SOUTHWEST DELAWARE COUNTY MUNICIPAL  
AUTHORITY, , a municipal authority and an  
instrumentality of the Commonwealth of Pennsylvania

By: Nelson J. Shaffer  
Name: NELSON J SHAFER  
Title: CHAIRMAN

Attest: Thomas J. Flanagan  
Name: THOMAS J. FLANAGAN  
Title: SECRETARY ✓

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF DELAWARE :

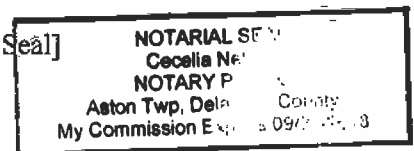
On this, the 26 day of SEPTEMBER 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared NELSON SHAFER, known to me (satisfactorily proven) to be the CHAIRMAN of SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY, a municipal authority and an instrumentality of the Commonwealth of Pennsylvania, whose name is subscribed to the within Special Warranty Deed, and who acknowledged that he executed the same for the purposes therein contained on behalf of and as the act and deed of said SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY, a municipal authority and an instrumentality of the Commonwealth of Pennsylvania.

I hereunto set my hand and official seal.

Cecelia Neff  
Notary Public

My Commission Expires:

[Notarial Seal]



#### CERTIFICATE OF ADDRESS

I hereby certify that the address of the principal office of the Grantee herein is:

Delaware County Regional Water Quality Control Authority  
100 East Fifth Street  
PO Box 999  
Chester, PA 19013-0999

\_\_\_\_\_  
For Grantee

Exhibit "D"

[Cross-Easement Agreement]

CROSS-EASEMENT AGREEMENT

THIS CROSS-EASEMENT AGREEMENT ("Agreement"), dated as of \_\_\_\_\_, 2016 between SOUTHWEST DELAWARE DELCORA MUNICIPAL AUTHORITY ("SWDCMA"), a Municipal Authority and Instrumentality of the Commonwealth of Pennsylvania, with an address at P.O. Box 81, Aston, PA 19014, and DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY ("DELCORA") a Municipal Authority and Instrumentality of the Commonwealth of Pennsylvania with an address at P.O. Box 999, Chester, PA 19013.

WHEREAS, by Deed of even date from SWDCMA to the DELCORA, which Deed is intended to be recorded in the office of the Recorder of Deeds in and for Delaware DELCORA, Pennsylvania (the "Recorder's Office") prior to the recording of this Agreement, SWDCMA has conveyed to the DELCORA certain land (the "Lot 2 Parcel") located in Aston Township, Delaware County, Pennsylvania, as more fully described on Exhibit "A" attached hereto and made part hereof. SWDCMA continues to own certain land (the "Lot 1 Parcel") which is located adjacent to the Lot 2 Parcel in Aston Township, Delaware County, Pennsylvania, as more fully described on Exhibit "B" attached hereto and made part hereof. The Lot 2 Parcel also is shown as "Parcel No. 2" on the Final Subdivision Plan of DELCORA / SWDCMA prepared by Catania Engineering Associates, Inc. dated 5-07-15, last revised 11/09/15 (the "Approved Plan"), approved by Resolution No. 2015-142 of the Board of Commissioners of Aston Township, Delaware County Pennsylvania adopted November 18, 2015 (the "Township Resolution"), which Approved Plan was recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania on 5/3/2016 in Plan Case 39, incorporated herein and made a part hereof (the "Site Plan"), and the Lot 1 Parcel is shown as "Parcel No. 1" on said Site Plan. The Lot 2 Parcel and the Lot 1 Parcel sometimes herein are referred to individually as "Parcel" and collectively as "Parcels"; and

WHEREAS, the Lot 2 Parcel and the Lot 1 Parcel previously comprised a single tract of land; and

WHEREAS, each party hereto wishes to provide certain easements and rights-of-way to the other party for access and for other purposes as set forth herein; and

WHEREAS, the DELCORA and SWDCMA accordingly have entered into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein as if set forth at length and of the mutual covenants herein contained, and of the sum of One Dollar (\$1.00) and of other goods and valuable consideration paid by each party to the other, the receipt and sufficiency of which are

hereby acknowledged, and intending to be legally bound, DELCORA and SWDCMA hereby agree as follows:

## AGREEMENT

1. DELCORA hereby grants to SWDCMA, and its successors and assigns as owner of the Lot 1 Parcel, a perpetual easement, right, liberty and privilege to utilize that portion of the Lot 2 Parcel shown on the Site Plan and marked "Sanitary Easement" and "20' Wide Sanitary Easement" having a total area of approximately 9,407 square feet as shown on the Easement Plan of DELCORA / SWDCMA prepared by Catania Engineering Associates, Inc. dated 5-07-15, last revised 11/09/15 attached hereto as Exhibit "C" and made a part hereof (the "Easement Plan") for the purpose of use and maintenance of facilities for the conveyance of sanitary sewage from the Lot 1 Parcel to facilities of the DELCORA on the Lot 2 Parcel (the "Sanitary Sewer Easement").

a. Sanitary sewer facilities within the Sanitary Sewer Easement shall be owned by Lot 1 Parcel; and the maintenance, repair and replacement of such facilities shall be the responsibility of Lot 1 Parcel in perpetuity. Ground within Sanitary Sewer Easement shall be owned and maintained by Lot 2 Parcel. Ground within the Sanitary Sewer Easement shall be accessible to Lot 1 Parcel at all times for maintenance, upgrade, or repairs. The owner of the Lot 2 Parcel shall maintain the ground surface within the Sanitary Sewer Easement boundary in a manner that will permit reasonable access and maintenance of facilities within the Sanitary Sewer Easement in perpetuity. Repair and/or upgrade of facilities within the Sanitary Sewer Easement associated with or required due to increased sanitary sewer flow from the Lot 1 Parcel shall be the sole responsibility of Lot 1 Parcel. Should utilization of sanitary sewer facilities in this Sanitary Sewer Easement be abandoned in the future by Lot 1 Parcel, removal/abandonment of such facilities shall be the responsibility of Lot 1 Parcel, unless such facilities are being utilized by Lot 2 Parcel, in which case, abandonment of facilities shall become the responsibility of each lot owner within the boundary of each lot.

2. SWDCMA hereby grants to DELCORA, and its successors and assigns as owner of the Lot 2 Parcel, a perpetual easement, right, liberty and privilege to utilize that portion of the Lot 1 Parcel shown on the Easement Plan and marked "Utility Easement", "20' Wide Utility Easement" and "30' Wide Utility Easement" having a total area of approximately 99,677 square feet as shown on the Easement Plan (the "Utility Easement") for the purpose of use and maintenance of facilities for utility service the Lot 2 Parcel.

a. Utility facilities within the Utility Easement shall be owned by Lot 2 Parcel, and shall be maintained and Lot 2 Parcel in perpetuity. Ground within Utility Easement in favor of Lot 1 Parcel shall be owned and maintained by Lot 1 Parcel. Ground within the storm sewer easement shall be accessible to Lot 2 Parcel at all times for utility maintenance, upgrade, or repair. The owner of Lot 1 Parcel shall maintain the ground surface within the Utility Easement boundary in a manner that will permit reasonable access and maintenance of facilities (within the Utility Easement) in



perpetuity. Any upgrade of facilities within the Utility Easement required by Lot 2 Parcel for the utility facilities and service shall be the sole responsibility of Lot 2 Parcel. Should utilization of utility facilities in the Utility Easement be abandoned in the future by Lot 2 Parcel, removal/abandonment of such facilities shall be the responsibility of Lot 2 Parcel, unless facilities are being utilized by Lot 1 Parcel, in which case, abandonment of facilities shall become the responsibility of each lot owner within the boundary of each lot.

3. SWDCMA hereby grants to DELCORA, and its successors and assigns as owner of the Lot 2 Parcel, a perpetual easement, right, liberty and privilege to, upon and across the Lot 1 Parcel (the "Access Easement") for the purpose for access, ingress and egress to the Lot 2 Parcel from Catania Way and Gamble Lane for DELCORA, its successors, assigns, agents, servants, workmen, employees, invitees, customers and guests. Such Access Easement shall be a blanket easement covering all of Lot 1 Parcel; provided, however, that SWDCMA, its successor and assigns shall determine the exact of location of access roadways across the Lot 1 Parcel and shall provide paved and open two-lane, two way access roadway(s) across and through the Lot 1 Parcel from Catania Way and Gamble Lane to the Lot 2 Parcel for pedestrian and vehicular use by DELCORA, its successors, assigns, agents, servants, workmen, employees, invitees, customers and guests. Heavy truck access shall be limited to Catania Way access and shall not utilize Gamble Lane access.

4. The easements and other rights and obligations of the parties as set forth above shall be perpetual, and shall run with the land and shall benefit and burden each of the Lot 2 Parcel and the Lot 1 Parcel.

5. This Agreement shall inure to the benefit of the successors and assigns of DELCORA and SWDCMA.

6. This Agreement constitutes the entire agreement of the parties with respect to the matters covered herein, and supersedes all previous agreements, understandings and discussions between the parties. This Agreement may also be modified, supplemented or terminated by a written instrument signed by the owners of the Lot 2 Parcel and the Lot 1 Parcel.

IN WITNESS WHEREOF, DELCORA and SWDCMA have executed this Easement Agreement as of the date first above written.

**Seller**

SOUTHWEST DELAWARE DELCORA  
MUNICIPAL AUTHORITY

By: Nelson J Shaffer

Name: NELSON J SHAFFER

Title: CHAIRMAN

**Buyer**

DELAWARE COUNTY REGIONAL  
WATER QUALITY CONTROL  
AUTHORITY

By: Robert J Willert

Name: ROBERT J WILLERT

Title: Executive Director

COMMONWEALTH OF PENNSYLVANIA

: SS.

~~DELCORA~~ OF DELAWARE  
COUNTY

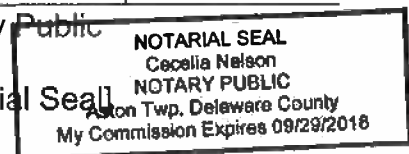
On this, the 26 day of SEPTEMBER 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared NELSON SHAFER, known to me (satisfactorily proven) to be the CHAIRMAN of SOUTHWEST DELAWARE DELCORA MUNICIPAL AUTHORITY, a Municipal Authority and Instrumentality of the Commonwealth of Pennsylvania, whose name is subscribed to the within Special Warranty Deed, and who acknowledged that he executed the same for the purposes therein contained on behalf of and as the act and deed of said SOUTHWEST DELAWARE DELCORA MUNICIPAL AUTHORITY, a Municipal Authority and Instrumentality of the Commonwealth of Pennsylvania.

I hereunto set my hand and official seal.

Cecelia Nelson  
Notary Public

My Commission Expires:

[Notarial Seal]



COMMONWEALTH OF PENNSYLVANIA

: SS.

DELCORA OF DELAWARE

On this, the 28th day of September 2016, before me, a Notary Public in and for the State and DELCORA aforesaid, personally appeared Robert Willett, known to me (satisfactorily proven) to be the Executive Director of DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY, a Municipal Authority and Instrumentality of the Commonwealth of Pennsylvania, whose name is subscribed to the within Special Warranty Deed, and who acknowledged that he executed the same for the purposes therein contained on behalf of and as the act and deed of said DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY, a Municipal Authority and Instrumentality of the Commonwealth of Pennsylvania.

I hereunto set my hand and official seal.

  
Notary Public

[Notarial Seal]

My Commission Expires:

*December 13, 2016*

