
EXHIBIT F112

CORRECTION CROSS-EASEMENT AGREEMENT,
DATED JUNE 26, 2017, BY AND AMONG
SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY
AND DELCORA

CORRECTION CROSS-EASEMENT AGREEMENT

THIS CROSS-EASEMENT AGREEMENT ("Agreement"), dated as of JUNE 26, 2017 between SOUTHWEST DELAWARE COUNTY 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.

7. This easement is being recorded to correct errors in the name of DELCORA and SWDCMA in the Cross Easement Agreement dated November 2, 2016 and recorded under instrument number 2016060881 in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania in Record Book 5907, Page 510 &c. As a correction easement, this document is exempt from realty transfer tax.

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

Seller

SOUTHWEST DELAWARE COUNTY
MUNICIPAL AUTHORITY

By: 

Name: THOMAS L. COZZA

Title: TREASURER

Buyer

DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL
AUTHORITY

By: 

Name: Robert J. Willert

Title: Executive Director

COMMONWEALTH OF PENNSYLVANIA

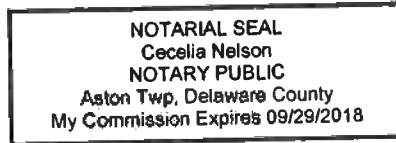
: SS.

DELCORA OF DELAWARE

On this, the 26 day of JUNE ¹⁷~~2016~~, before me, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS COZZA, known to me (satisfactorily proven) to be the TREASURER of SOUTHWEST DELAWARE COUNTY 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.

My Commission Expires:



Cecelia Nelson
Notary Public

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA

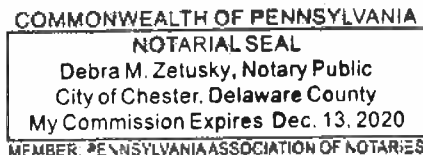
: SS.

DELCORA OF DELAWARE

On this, the 5th day of July ²⁰¹⁷~~2016~~, before me, a Notary Public in and for the State and DELCORA aforesaid, personally appeared Robert J. Willert, 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 CONTROL AUTHORITY, a Municipal Authority and Instrumentality of the Commonwealth of Pennsylvania.

I hereunto set my hand and official seal.

My Commission Expires:



Debra M. Zelusky
Notary Public

[Notarial Seal]

Exhibit "A"

Legal Description: Lot 2 Parcel

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

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

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 FOLIO NO. 02-00-02914-04

Exhibit "B"

Legal Description: Lot 1 Parcel

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

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

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.

BEING FOLIO NO. 02-00-02914-01

Exhibit "C"

Easement Plan

