
EXHIBIT F118

FACILITY ASSOCIATION AGREEMENT OF SERVICE,
DATED OCTOBER 11, 2008, BY AND AMONG
SPRINGHILL FARM WASTEWATER TREATMENT
FACILITY ASSOCIATION AND DELCORA

**DELCORA-SPRINGHILL FARM WASTEWATER TREATMENT
FACILITY ASSOCIATION AGREEMENT OF SERVICE**

THIS AGREEMENT is made as of the 11TH day of OCTOBER, 2018, by and between **SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION** ("SPRINGHILL") and **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY** ("DELCORA"), a Pennsylvania Municipal Authority.

RECITALS

WHEREAS, SPRINGHILL owns and operates a wastewater treatment facility servicing portions of Delaware County, Pennsylvania; and

WHEREAS, the Springhill Farm Condominium Association owns the wastewater collection system that delivers waste from the unit owners in Springhill Farm Condominium Association to the treatment facility (collectively, the treatment facility and collection system shall be referred to as the "Springhill Facilities"); and

WHEREAS, the Springhill Farm Condominium Association has granted easements to SPRINGHILL providing access to and use of the collection system; and

WHEREAS, SPRINGHILL has determined it is in its best interest to cease to operate the Springhill Facilities and instead to transfer ownership and operation of the Springhill Facilities to DELCORA, subject to the terms and conditions of this Agreement; and

WHEREAS, SPRINGHILL shall work with Springhill Farm Condominium Association as necessary in conjunction with SPRINGHILL's performance of its responsibilities set forth in this Agreement; and

WHEREAS, Ridge Road Development, L.P., is developing the property located on the Southwest corner of the intersection of Ridge Road and Route 202 (the "PETTINARO PROJECT"); and

WHEREAS, the PETTINARO PROJECT will include the installation of a

force main sewer line connecting it to the Concord Township sewage treatment collection system; and

WHEREAS, SPRINGHILL intends to convert the Springhill Facilities to a pump station and force main whereby all waste that is currently treated by the Springhill Facilities will be pumped to Concord Township; and

WHEREAS, SPRINGHILL desires to connect the planned pump station to the force main of the PETTINARO PROJECT at a location on Pleasant Hill Drive; and

WHEREAS, Ridge Road Development, LP, and SPRINGHILL have entered into agreement dated October 1, 2018 whereby they have agreed to share in the cost of the installation of the force main of the PETTINARO PROJECT for the purpose of conveying SPRINGHILL's waste to Concord Township; and

WHEREAS, DELCORA shall be the successor-in-interest to SPRINGHILL's rights and responsibilities under the agreement between Ridge Road Development, LP, and SPRINGHILL and shall continue with all required actions to convert the Springhill Facilities to a pump station and force main connecting to Concord Township's sewage collection system via the force main of the PETTINARO PROJECT; and

WHEREAS, subject to SPRINGHILL's approval, DELCORA will design, construct, finance, operate, monitor, repair, and maintain any capital improvements to the Springhill Facilities required to ensure uninterrupted operation and permit compliance of such facilities as improved and which will result in the conversion of the Springhill Facilities from a treatment facility to a pump station and force main (the "DELCORA System"); and

WHEREAS, the total cost (defined as the cost for design, permitting, construction, financing, operation, and maintenance) of any and all capital improvements will be borne by the Generating Users (the term "Generating Users" as used herein is defined, collectively as, the residential homes at the Springhill Farm Condominium Association, the Glen Eagle Square Shopping Center, William J. and

Caroline F. Mangan (McKenzie's Brew House), PNC Bank, the Marshall Road Lots (2, 8, 14, and 20), the Pleasant Hill Drive Lots (85 and 86) and any other property that is currently being serviced by the Springhill Facilities. Additionally, "Generating Users" shall include any future new customer or generator of wastewater flow, if any, to the DELCORA System); and

WHEREAS, DELCORA will operate, monitor, maintain, repair and make capital improvements to the "DELCORA System" in accordance with the provisions set forth in this Agreement; and

WHEREAS, Concord Township has agreed to accept the waste which is currently being treated by the Springhill Facilities; and

WHEREAS, SPRINGHILL desires to have DELCORA convert Springhill Facilities to a pump station and force main comprising the DELCORA System and thereafter to decommission the Springhill Facilities (the "Decommissioning") (the DELCORA System and the Decommissioning shall be referred to collectively as the "Project"). The total cost for said Decommissioning to be paid for by the Generating Users; and

WHEREAS, this Agreement is in addition to and does not supersede or replace any other earlier agreements between SPRINGHILL and the Generating Users for treatment of wastewater except as set forth in this Agreement.

NOW, THEREFORE, as consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, with the foregoing recitals made a part hereof and incorporated herein, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I

CONSTRUCTION OF DELCORA SYSTEM

1.01 Construction and Design Capacity. DELCORA will be responsible for design and construction of the DELCORA System and for Decommissioning

and DELCORA will use its best efforts to complete the Project and have the DELCORA System on line and operational within 18 months of the date of this Agreement first stated above, however, the DELCORA SYSTEM will remain operational, and accepting all waste from the Generating Users, without interruption, at all times. The DELCORA System shall be designed at a minimum to provide capacity sufficient to meet SPRINGHILL's Generating Users' present and future requirements projected in any amendment to the Chadds Ford Township or Chadds Ford Township Sewer Authority Act 537 Plan made incident to the diversion of wastewater to the DELCORA SYSTEM for treatment. In addition, the Project shall comply with all applicable permits, including, but not limited to, any applicable NPDES permit and/or Water Quality Management Permit, and any other applicable code, regulation, approval, plan, requirement, law, and/or specification. SPRINGHILL reserves the right to approve the design basis and specifications of the Project, and to ensure compliance with the detailed design, subject to such modifications and additions as may be required and approved by the parties, including but not limited to the detailed design for the Decommissioning which shall be finalized after the parties execute this Agreement and shall be incorporated herein and made a part of this Agreement.

1.02 SPRINGHILL and/or the Springhill Farm Condominium Association shall provide to DELCORA the necessary lease to construct, finance, operate, monitor, repair, replace and maintain the DELCORA System on property now owned by SPRINGHILL and/or the Springhill Farm Condominium Association. Such lease shall be provided to DELCORA pursuant to a Ground Lease Agreement to be executed by the parties in substantially the form attached to this Agreement as Exhibit "A" and made a part hereof.

1.03 SPRINGHILL FARM CONDOMINIUM ASSOCIATION and/or SPRINGHILL shall secure and/or provide to DELCORA the necessary easements for DELCORA to construct, operate, monitor, repair, replace and maintain the

DELCORA System, including, but not limited to the pump station and force main, to the extent the DELCORA System is located on property owned by SPRINGHILL and/or Springhill Farm Condominium Association, and to operate, monitor, repair, replace and maintain the existing Sewer Mains (as defined below) which are currently part of the Springhill Facilities and which shall be integrated into the DELCORA System. Such easements shall be granted pursuant to an easement agreement to be executed by DELCORA, SPRINGHILL and/or SPRINGHILL FARM CONDOMINIUM ASSOCIATION in substantially the form attached to this Agreement as Exhibit "B" and made a part hereof.

ARTICLE II

CONDITIONS PRECEDENT TO THIS AGREEMENT

2.01 The obligations contained in this Agreement are conditioned upon the following:

a. DELCORA obtaining all easements and/or other agreements reasonably necessary to construct, finance, operate, monitor, repair and maintain DELCORA's System, including, but not limited to the pump station and force main, which easements and/or other agreements shall provide DELCORA with both the right and the obligation to construct, operate, monitor, repair and maintain the DELCORA System so long as this Agreement remains in effect, and such rights and obligations pursuant to such easements and/or other agreements shall cease immediately upon the expiration or earlier termination of this Agreement pursuant to the terms hereof;

b. DELCORA obtaining necessary governmental approvals for the construction and operation of DELCORA System and for the Decommissioning, including necessary 537 Plans Approvals;

c. SPRINGHILL and Ridge Road Development, L.P., are

executing an agreement for the cost sharing of the force main of the PETTINARO PROJECT, of which DELCORA shall be the successor in interest to such agreement;

d. SPRINGHILL, DELCORA, and their respective engineers providing approval of the design for the Project;

e. DELCORA being able to complete any required Decommissioning in conjunction with the construction of the DELCORA System and transfer of all services from the Generating Users of SPRINGHILL to DELCORA; and

f. SPRINGHILL assigning to DELCORA and DELCORA assuming all rights, responsibilities and obligations that are delineated in this Agreement that are currently the responsibility of SPRINGHILL to its Generating Users, including but not necessarily limited to those responsibilities and obligations described in the Assignment and Assumption agreement to be executed by the parties in substantially the form attached to this Agreement as Exhibit "C" and made a part hereof.

ARTICLE III

DELIVERY AND ACCEPTANCE OF WASTEWATER

3.01 Point of Connection. DELCORA will construct, at its sole cost and expense, the DELCORA System improvements so that all Generating Users will provide wastewater directly to the DELCORA System. DELCORA shall finance the cost of construction of the DELCORA System and any Decommissioning; however, DELCORA will recover its construction costs and expenses incurred with respect to the foregoing in the manner described in Section 4.01 below which shall include any capital improvements to the DELCORA System required to ensure uninterrupted operation and permit compliance of the DELCORA System and any other necessary infrastructure to collect and convey

the wastewater from the Generating Users via the DELCORA System to the PETTINARO PROJECT force main. In the event that Decommissioning is accomplished, DELCORA shall be precluded from converting the DELCORA System back to a sewage treatment plant for the duration of this Agreement. DELCORA will be solely responsible for ensuring that the Generating Users are properly connected to the DELCORA System once it has been completed and that all wastewater will be properly conveyed to the DELCORA System. To assist in this task, following receipt of sufficient evidence that DELCORA and SPRINGHILL can meet preconditions as set forth in 2.01 a, b, c, d, e, and f of Article II of this Agreement, SPRINGHILL shall cause Springhill Farm Condominium Association to grant and convey to DELCORA an easement in the sanitary sewer mains (exclusive of the laterals) (the "Sewer Mains"), pursuant to an easement agreement in substantially the form attached as Exhibit "B"), as more particularly shown on the plan attached to the easement agreement as an exhibit, for use in the DELCORA System. In conjunction with the preceding sentence, the Sewer Mains shall include all sanitary sewer pipes that are at least six (6) inches or greater in diameter, whereas the laterals shall include all sanitary sewer pipes that are less than six (6) inches in diameter. The DELCORA System and all connections from the Generating Users and to the DELCORA System shall be constructed in accordance with all municipal and governmental standards and shall be done in accordance with all applicable codes, regulations and permits. The DELCORA System and all connections from the Generating Users to the DELCORA System shall be constructed in such a way to ensure that the current day-to-day operations of the Springhill Facilities are not adversely impacted or obstructed and that the Springhill Facilities will be able to continue to operate until such time as the DELCORA System is functioning thereby allowing the Decommissioning of the

Springhill Facilities to be performed. Metering stations, to be owned, maintained, monitored, repaired, and replaced by DELCORA, will be constructed at various locations as part of DELCORA System which will measure and record all flows and waste properties, including, but not limited to BOD, TSS and FOG, received at DELCORA System and which will enable DELCORA to measure and record the separate flows and waste strength contributions from each of the Generating Users, said flows and waste strength contributions shall be used to calculate each Generating User's share of the expense to operate the DELCORA System. As more fully explained in 4.01, water usage of Generating Users may be used to calculate each Generating User's proportionate share of the expense to operate the DELCORA System.

3.02 Acceptance of Wastewater: DELCORA agrees to accept via the DELOCRA System discharges from the SPRINGHILL Facilities and the Generating Users, subject to all rights to suspend acceptance of wastewater from particular Generating Users as set forth herein or in any of the easements, contracts and/or agreements which are the subject of and/or attached as exhibits to the executed Assignment and Assumption agreement contemplated by paragraph 2.01.f. hereof.

ARTICLE IV

SERVICE CHARGES AND PAYMENTS

4.01 Construction Costs/Debt Service. Consistent with the provisions of Section 3.01 above, the Generating Users will pay to DELCORA: (i) the costs associated with the design and construction (including engineering, legal, management, regulatory costs, labor, material, contractor, regulatory approvals and permit costs) of any capital improvements to the DELCORA System required to ensure uninterrupted operation and permit compliance of the DELCORA System,

including but not limited to the conversion of the Springhill Facilities to the functioning pump station and force main comprising the DELCORA System as contemplated hereby; (ii) any tapping fee(s) and/or capacity reservation fee(s) payable by DELCORA to Concord Township; and (iii) any costs of the Decommissioning, which Decommissioning costs must be approved in writing in advance by SPRINGHILL, in accordance with procedures established by DELCORA and approved by the Pennsylvania Department of Environmental Protection (all of the foregoing costs and fees shall be referred to collectively as the "Initial Capital Costs"). The Generating Users shall be billed and pay to DELCORA the actual amount of Initial Capital Costs amortized over a period of twenty (20) years with interest at the fixed rate of 3.74% per annum; provided, however, that should SPRINGHILL or the Generating Users divert any portion of their wastewater flow to any other facility while any debt relating to the costs and expenses of the design and construction of the DELCORA System remains outstanding, SPRINGHILL and the Generating Users will remain liable for its share of such debt in the proportion that existed immediately prior to such diversion. Responsibility for the Initial Capital Costs shall be apportioned among the Generating Users proportionately based on actual usage, as determined pursuant to Section 3.01 above. The initial percentages for each Generating User can be found in Exhibit D. Beginning with the fourth year of the Agreement and after every subsequent three years, actual usage for each Generating User shall be reviewed and the responsibility for Initial Capital Costs shall be re-apportioned based upon the review. For the purposes of this Article, Generating Users with less than 1% of the total flow will not be subject to the reapportioning of Initial Capital Costs. Actual usage for any Generating User may be calculated by equating the volume of their/its water usage as a percentage of all the water used by all Generating Users, to be the same as the

volume of wastewater contributed by any one or all Generating User(s).

4.02 Service Charge. The Generating Users shall pay DELCORA in each calendar year or portion thereof during which this Agreement is in effect, subject to the other provisions hereof, a service charge ("DELCORA Service Charge") for the wastewater collection, treatment, and conveyance services rendered by DELCORA to Generating Users for wastewater emanating from Generating Users. The DELCORA Service Charge shall be based upon the water meter readings from each of the Generating Users and rates which are uniform for all Generating Users. Costs may include pro rata shares of administrative and general expenses, costs of effective and reasonable operation, maintenance, repair, ordinary improvements, costs of operating and maintaining flow, monitoring and sampling equipment, and payments to reserve funds. Specifically, with respect to those portions of the DELCORA Service Charge consisting of labor for operations and maintenance, administration and billing costs, and insurance, DELCORA will hold such costs stable for a period of 5 years from the time the DELCORA System becomes operational, despite known and expected increases throughout that time period; provided, however that, beginning on the fifth anniversary of DELCORA System becoming operational, such costs will increase to amounts charged at that time. Capital reserve costs shall be based on 2.5% of the Initial Capital Costs of the DELCORA System. In addition to the foregoing, DELCORA shall be permitted to recover from the Generating Users as part of the DELCORA Service Charge any real estate taxes incurred with respect to SPRINGHILL's property.

4.03. Other Service Charges. The Generating Users shall pay DELCORA in each calendar year or portion thereof during which this Agreement is in effect, subject to the other provisions hereof, the amount of the service charges billed to DELCORA by any other entity for treatment of the wastewater from the Generating Users. These Service Charges shall be apportioned among the Generating Users based on then current water usage flows. In the event there are discharges from a Generating User into the DELCORA System which result in the imposition of

surcharges, fines, penalties and/or additional costs, and DELCORA is able to determine that a particular Generating User or Generating Users is/are responsible for such discharges, the Generating User(s) whose discharges resulted in the imposition of these additional costs shall be responsible for the same and DELCORA shall bill the responsible Generating User accordingly.

4.04. Springhill Facilities. The Generating Users agree to pay all outstanding costs for maintenance and services performed by DELCORA prior to the ceasing of the operation of the Springhill Facilities. DELCORA shall add these costs to the costs for design, construction, any tap-in fee, and financing of the DELCORA System chargeable pursuant to Section 4.01 above.

4.05 Billing. Payments on Estimates. The Generating Users will be billed by DELCORA quarterly (March 1, June 1, September 1, and December 1 of each year). Such bills will include each Generating User's share of the amortized Initial Capital Costs, DELCORA Service Charges and any Other Service Charges. DELCORA shall have sole responsibility for the billing with respect to all Generating Users, including but not limited to the individual members of the Springhill Farm Condominium Association. DELCORA shall have sole responsibility for the billing and collection of any and all sums due from any Generating User.

4.06 Interest on Late Payments. If a Generating User does not make full payment of any such quarterly installments on or before 40 days following the billing date, there shall be added to the amount thereof interest at the rate of 6% per annum from the date of delinquency of such charge to the date on which DELCORA shall receive payment thereof.

4.07 State and Federal Regulations to be followed. Notwithstanding any provision set forth in this Article, the service charges payable to DELCORA under this Agreement shall be calculated in such manner as will comply with the applicable regulations of the United States Environmental Protection Agency and the

Pennsylvania Department of Environmental Protection, or any successor agencies having jurisdiction thereof.

4.08 Tapping Fees. DELCORA will not charge a tapping fee in connection with the initial diversion of the Generating Users to the DELCORA System. DELCORA may institute a tapping fee applicable to new connections to the DELCORA System after the initial conversion of the Generating Users to DELCORA System. Any tapping fee charged shall be applied toward the reduction of the Initial Capital Costs referenced in Article 4.01 herein.

ARTICLE V

MEASUREMENT OF WASTEWATER FLOWS

5.01 Installation of Meters. The quantity of wastewater emanating from Generating Users and discharged into the DELCORA System shall be based upon readings of the meters at the metering stations in the DELCORA System as referenced in Section 3.01 above, and/or water usage. All amounts charged to each Generating User shall be prorated among all Generating Users based on the amount of usage registered on the meters from each Generating User and/or water usage.

5.02 Meter Readings, Maintenance and Calibration. DELCORA will maintain periodic records of the wastewater flowing through the aforesaid meters. DELCORA will maintain, or cause to be maintained, as part of the annual costs, the aforesaid meters and cause same to be inspected and calibrated at least quarterly for accuracy by the manufacturer thereof or some other company or person qualified to make such inspections.

5.03 Access to Meters. The Generating Users shall have the right of access to the meter and all meter records for the purpose of reading and checking for accuracy, at their expense.

5.04 Missing or Inaccurate Flow Records. In the case of missing or inaccurate flow records due to faulty meter operation or otherwise, a reasonable

estimate of flows shall be made by DELCORA based on records of past flow or similar flows as applied to the current conditions, for use in place of meter readings. DELCORA's estimate shall be final and conclusive.

ARTICLE VI

WASTEWATER QUALITY RESTRICTIONS

6.01 Standards, Rules and Regulations. The Generating Users will refrain from discharging or permitting the discharge of wastewater into the DELCORA System that would violate any applicable Standards, Rules and Regulations as they now exist or as they may be modified from time to time. Wastewater which does not meet the applicable Standards, Rules and Regulations is hereinafter referred to as "non-compliant wastewater" or "non-compliant discharge".

6.02 Compelling Compliance by Users; Penalties; Enforcement.

a. SPRINGHILL shall on behalf of the Generating Users agree in writing to comply with any applicable Standards, Rules and Regulations prior to the acceptance of any discharge by DELCORA. Further, Generating Users shall agree in writing to comply with any amendment to, revisions of, or substitution of the applicable Standards, Rules and Regulations, within 60 days of notice of the passage of said amendment, revision or substitute resolution. Failure of any of the Generating Users to so timely agree in writing shall entitle DELCORA to suspend or terminate treatment of wastewater for such non-compliant of the Generating Users until such time as same comes into compliance.

b. Generating Users shall agree in writing to criminal and civil penalties for violations of Standards, Rules and Regulations which shall be applicable to all discharges into the DELCORA System and which are at least as high as the minimum penalties established by EPA's Pretreatment Regulations. Failure of any of the Generating Users to so timely agree in writing shall entitle DELCORA to suspend or terminate treatment of wastewater for such non-compliant

of the Generating Users until such time as same comes into compliance.

c. To the extent reasonably necessary, SPRINGHILL shall help identify industrial users located within their boundaries and shall delegate their enforcement authority to DELCORA to the extent allowed by law.

6.03 Reimbursement for Damages and Charges from Non-compliant Discharge. Upon notice from and at the direction of DELCORA, Generating Users will assist DELCORA in terminating the flow of any non-compliant discharges to the extent permitted by applicable law. DELCORA shall have the right to initiate civil action against any person or entity which is the source of non-compliant discharge. All damages caused to DELCORA's property or charges assessed to DELCORA as a result of the non-compliant discharge shall be recoverable from the person or entity which is the source of the improper discharge.

ARTICLE VII

OPERATION AND MAINTENANCE OF FACILITIES

7.01 DELCORA Facilities. DELCORA will continuously operate, monitor, maintain, repair, and replace the DELCORA System or cause it to be maintained, monitored, repaired, and replaced, so that it will be at all times in efficient operating condition and in compliance with the standards prescribed by all appropriate regulatory agencies for the purpose of this Agreement.

7.02 Springhill Facilities. Following the completion of any capital improvements and the connection of all Generating Users to the DELCORA System, DELCORA will complete the Decommissioning of that portion of the Springhill Facilities which has not been incorporated into the DELCORA System. The Decommissioning plans must be approved by SPRINGHILL and must be in accordance with any applicable PA DEP requirements. SPRINGHILL shall not unreasonably withhold approval of Decommissioning plans meeting applicable PA DEP requirements.

7.03 Hold Harmless – DELCORA shall hold SPRINGHILL and Springhill Farm Condominium Association harmless for damages or losses to person or property of third parties directly resulting from DELCORA's maintenance or repair of the DELCORA System pursuant to Section 7.01 hereof; provided, however, that the hold harmless provisions of this Section shall not apply with respect to maintenance and repairs to the DELCORA System required as a result of (a) SPRINGHILL's or any of the Generating Users' breach of this Agreement; (b) SPRINGHILL's or any of the Generating Users' non-compliance with any applicable Standards, Rules and Regulations then in effect; (c) SPRINGHILL's or any of the Generating Users' violation of federal, state or local statutes, ordinances, regulations or procedures applicable to wastewater transportation, treatment and/or disposal; (d) illegal, intentional and/or negligent act(s) of SPRINGHILL's or any of the Generating Users; and/or (e) the cost of any environmental remediation required or fine or penalty payable in connection with the DECOMMISSIONING and/or in relation to or as a result of the operation of the Springhill Facilities prior to the Decommissioning thereof.

ARTICLE VIII

GOVERNMENTAL GRANTS AND SUBSIDIES; PERMITS

8.01 Applications. In its discretion, DELCORA may make proper and timely applications to the Commonwealth of Pennsylvania and the United States of America and their appropriate agencies for available grants, subsidies or other payments and for all permits and approvals in respect to the construction, acquisition, operation and maintenance of the DELCORA System. Any grants received may be used to reduce the Initial Capital Costs.

ARTICLE IX

MISCELLANEOUS

9.01 Insurance. DELCORA shall maintain the following types and

amounts of insurance during the term of this Agreement.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory
General Liability	\$2,000,000
Excess General Liability	\$5,000,000
Automobile Liability	\$500,000
Excess Automobile Liability	\$5,000,000
Pollution Control and Liability	\$20,000,000

Prior to DELCORA commencing any work or tasks under this Agreement, DELCORA shall provide to SPRINGHILL Certificates of Insurance for all insurance required to be maintained by DELCORA and all Certificates of Insurance shall name SPRINGHILL and Springhill Farm Condominium Association, and their respective Board of Trustees, officers, management company, and members, as Additional Insureds thereunder. The insurance required to be maintained by DELCORA, and all requirements associated therewith, shall also apply to all independent contractors, agents, or subcontractors hired by DELCORA to complete any of the obligations of DELCORA.

9.02 Inspection. Each party shall provide each other from time to time all information relevant to the proper administration of their responsibilities under this Agreement, or in respect to the interpretation hereof, as, and in such form and detail as, may be reasonably requested and each shall at all reasonable times and from time to time permit their representatives to examine and inspect their respective records and physical facilities relevant to the subject matter of this Agreement.

9.03 Force Majeure. Notwithstanding any other provision of this Agreement, neither party hereto shall be responsible for damages to the other for any failure to comply with this Agreement resulting from an act of God or riot, sabotage, public calamity, flood, strike or breakdown of conveyance or treatment facilities, or other even beyond its reasonable control.

9.04 Indemnity. To the extent permitted by the Political Subdivision Tort Claims Act, 42 C.S.A. Section 8541, et seq., each party agrees to indemnify, defend and save harmless the other party against all costs, claims, losses, damages or legal actions of any nature on account of any injury to persons or property occurring in the performance of this Agreement due to the negligence of such party or its agents, employees, contractors or subcontractors.

9.05 No Joint Ownership. No provision of this Agreement shall be construed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights of liabilities except as expressly set forth herein.

9.06 Severability. Should any provision hereof for any reason be held illegal or invalid, no provision of this Agreement shall be affected, and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.

9.07 Headings. The headings in this Agreement are solely for convenience and shall have no effect in the legal interpretation of any provision thereof.

9.08 Effective Date and Term of Agreement; Renewal. This Agreement shall become effective as of the date and year first written above and shall remain in force and effect for a period of twenty-five (25) years from such date (subject to appropriate extensions of the period of existence of DELCORA and of similar extensions of the other Service Agreements) unless terminated sooner in accordance with Section 11.01 of this Agreement. Unless either party provides at least three hundred sixty-five (365) days' notice of its intent not to renew the Agreement prior to the expiration of the initial twenty-five year term, the Agreement shall be renewed automatically for an additional period of twenty-five (25) years, subject to any limitation on the life of DELCORA under the Municipality Authorities Act. In the event either party chooses not to renew this

Agreement, then the DELCORA System shall be dedicated to SPRINGHILL and the parties hereby agree that each party shall cooperate and take any other actions reasonably necessary to effectuate the transfer of the DELCORA System to SPRINGHILL. Furthermore, all reserves collected by DELCORA that have not been spent as of the date of expiration of this Agreement, shall be transferred to SPRINGHILL at the time the DELCORA System is transferred to SPRINGHILL. In addition, any service charges payable to DELCORA pursuant to Article IV above which have accrued but which have not been billed by DELCORA as of the expiration date of this Agreement, shall be paid by the Generating Users to DELCORA. Once the DELCORA System has been transferred to SPRINGHILL, the parties hereby agree that DELCORA shall have no further rights, interest or claims to the DELCORA System.

9.09 Waiver. The failure of a party hereto to insist upon strict performance of this Agreement or any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be regarded for all purposes as an original, but such counterparts shall together constitute but one and the same instrument. In addition, facsimile signatures and electronic signatures shall be deemed to be originals and shall serve to bind the Parties hereto and otherwise have the same force and effect as would non-facsimile signatures and documents.

9.11 Successors and Assigns. Except as provided in Section 9.12 hereof, this Agreement may not be voluntarily assigned by either party without the consent of the other. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

9.12 Assignment of Service Charges. DELCORA may assign and/or pledge its rights to receive payments from the Generating Users incident to any financing agency, present or future.

9.13 Non-Transfer of Business Interests. The parties acknowledge and agree that the transfers contemplated herein shall not include a transfer of any real property, personal property, assets or business interests of SPRINGHILL, except as expressly set forth in this Agreement.

ARTICLE X

DEFINITIONS

10.01 Defined Terms. Applicable terms not defined herein shall have the meanings given to them in any applicable Standards, Rules and Regulations as amended, except in those instances where the context clearly indicates otherwise.

ARTICLE XI

TERMINATION

11.01 Termination.

a. Notwithstanding any provision to the contrary contained herein, SPRINGHILL shall have the right to terminate this Agreement, with or without cause, at any time, upon two hundred seventy (270) days' notice.

b. In the event SPRINGHILL terminates this Agreement, SPRINGHILL shall pay to DELCORA all Initial Capital Costs incurred by DELCORA that have not been collected from the Generating Users as of the effective date of termination. These Initial Capital Costs shall include interest that has accrued on the amount received by SPRINGHILL as of the date these are paid to DELCORA, and shall not specifically include any accelerated, but not yet accrued, interest.

c. Additionally, if the Agreement is terminated within the first ten (10) years, DELCORA also shall be entitled to reimbursement for "Deferred DELCORA Service Charges" during the life of the Agreement. "Deferred DELCORA Service Charges" will be calculated by applying the percent change in the Consumer Price Index for All Urban Consumers (CPI-U) for Philadelphia-Wilmington-Atlantic City, PA-DE-NJ-MD, CMSA - All Items during the life of the

Agreement multiplied by total amount of DELCORA Service Charges billed during the life of the Agreement. For the purposes of this provision of the Agreement, the CPI-U for January 2017 will be used as the basis and the most recent available CPI-U at the date the Agreement terminates will be used to determine the percent change. As an example, if the start date of the Agreement is January 1, 2017 and the Agreement is terminated December 31, of 2020, the reimbursement would be calculated by the percent change from the January 2017 CPI-U to the most recent available CPI-U on December 31, of 2020 multiplied by the total amount of DELCORA Service Charges during the life of the Agreement.

d. In the event SPRINGHILL terminates this Agreement at any time in a manner consistent with this Agreement, the DELCORA System, and all real and personal property associated therewith, shall be dedicated or otherwise transferred to SPRINGHILL and the parties hereby agree that each party shall cooperate and take any other actions reasonably necessary to effectuate the transfer of the DELCORA System to SPRINGHILL. Furthermore, upon SPRINGHILL's payment to DELCORA in full of (i) all Initial Capital Costs not previously collected from Generating Users due pursuant to Section 11.01.b. above and (ii) any and all Deferred DELCORA Service Charges due pursuant to Section 11.01.c. above, all reserves collected by DELCORA that have not been spent as of the date SPRINGHILL provides its notice of termination, shall be transferred to SPRINGHILL at the time the DELCORA System is transferred to SPRINGHILL. In addition, any service charges payable to DELCORA pursuant to Article IV above which have accrued but which have not been billed by DELCORA as of the expiration date of this Agreement, shall be paid by the Generating Users to DELCORA.

e. Once the DELCORA System has been transferred to SPRINGHILL, the parties hereby agree that DELCORA shall have no further rights, interest or claims to the DELCORA System.

ARTICLE XII

NOTICE

12.01. Notice. All notices required pursuant to this Agreement shall be in writing and shall be sent to the following designated liaisons, via certified mail, return receipt requested:

- a. The designated liaison and address for SPRINGHILL is:
Robert J. Lohr II
1246 West Chester Pike
Suite 312
West Chester, PA 19382
Telephone: (610) 701-0222
Facsimile: (610) 431-2792

With a copy to:

Adam G. Marcus, Esq.
Marcus & Hoffman, PC
326 West State Street
Media, PA 19063

- b. The designated liaison and address for DELCORA is:
Robert J. Willert
Executive Director
DELCORA
100 East Fifth Street
Chester, PA 19016-0999
Telephone: 610-876-5523

With a copy to:

J. Adam Matlawski, Esq.
McNichol, Byrne, & Matlawski, P.C.
1223 N. Providence Road
Media, PA 19063

ARTICLE XIII

REPRESENTATIONS

13.01 By executing this Agreement, DELCORA represents that:

- a. The DELCORA System, once constructed, will have the necessary capacity to convey all wastewater from all Generating Users for ultimate

treatment at the Concord Township sewer plant; and

b. DELCORA will restrict additional user access to the DELCORA System, and to any other wastewater collection system that is now or hereinafter owned or operated by DELCORA, to the extent that such additional user access could compromise the DELCORA System in any manner that is inconsistent with the intended purpose, functionality and capacity of the DELCORA System pursuant to this Agreement, Subject to the foregoing, to the extent additional users are granted access to the DELCORA System, DELCORA shall be permitted to charge to and collect DELCORA tapping fee(s) and/or DELCORA capacity reservation fee(s) from said additional users. In such event, the amount of Initial Capital Costs apportioned among the Generating Users shall be adjusted by the amount of DELCORA tapping fee(s) and/or DELCORA capacity reservation fee(s) collected from said additional users such that each previously existing Generating User's respective share of the Initial Capital Costs shall be reduced proportionally. Said additional users shall also be responsible for any other tapping fee(s) and/or capacity reservation fee(s) charged or imposed.

ARTICLE XIV

JURISDICTION, VENUE AND GOVERNING LAW

14.01 The Parties hereby agree and consent to jurisdiction and venue resting with the Court of Common Pleas of Delaware County, Pennsylvania, with respect to any dispute or litigation arising under the terms and/or conditions of this Agreement. This Agreement shall be governed exclusively by its terms and by the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions.

ARTICLE XV

ENTIRE AGREEMENT

15.01 This Agreement, along with the attached exhibits, contains the entire understanding among the parties hereto and supersedes all prior written or oral

agreements among them respecting the within subject matter, unless otherwise provided herein. There are no representations, agreements, arrangements or understandings, oral or written, among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

ARTICLE XVI


CODE COMPLIANCE, PERMITS, ETC.

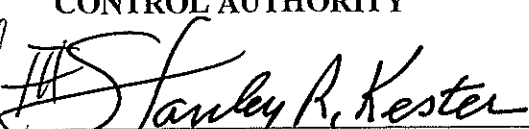
16.01 Subject to the applicable standard of care, DELCORA agrees to ensure that all of the work to be performed by DELCORA, or any independent contractor, agent or any other person or entity engaged by DELCORA in connection with the exercise of its rights or the performance of its duties under the Agreement shall comply with all safety regulations, applicable building or construction codes and/or regulations, plans and specifications and shall ensure that all required permits and approvals are secured prior to undertaking any work governed thereby, which shall include, but not be limited to, any amendments to the NPDES Permit or the Water Quality Management Permit. DELCORA shall, at all appropriate times, contact the governmental authorities required to approve any of the work required under this Agreement and DELCORA shall comply with all applicable design requirements, engineering requirements, or any other requirements imposed by said entities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above by their respective duly authorized officers and their respective seals to be hereunto affixed.

DELAWARE COUNTY
REGIONAL WATER QUALITY
CONTROL AUTHORITY

Attest:


Edward E. Monaghan, III
Secretary


Stanley R. Kester
Chairman

**SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION**

Attest: Cyndy Syvertsen
Cyndy Syvertsen
Secretary

Robert J. Loh II
Robert J. Loh II
President

Exhibit "A"

Ground Lease Agreement

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is dated _____, 20__, between **SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION**, a Pennsylvania non-profit corporation whose address is P.O. Box 756, Chadds Ford, PA 19317 ("Springhill" or "Landlord") and **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY**, a Pennsylvania Municipal Authority whose address is _____ ("DELCORA" or "Tenant").

In consideration of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual covenants contained in this Lease, and intending to be bound legally, Landlord and Tenant agree as follows:

1. **Effective Date.** This Lease shall be effective as of the date first stated above ("Effective Date") upon execution by Landlord and Tenant.

2. **Purpose and Permitted Use.** Simultaneous with the execution of this Lease, Landlord and Tenant are entering into the DELCORA-Springhill Farm Wastewater Treatment Facility Association Agreement of Service dated October 11, 2018 ("Agreement of Service"). The Agreement of Service is incorporated in this Lease and made a part of it. All defined terms in the Agreement of Service shall have the same meaning in this Lease unless provided otherwise herein.

Pursuant to Section 1.02 of the Agreement of Service, Springhill agrees to provide DELCORA with a lease to enable DELCORA to construct a new sanitary sewer pump station, force main and related facilities, which shall be part of the DELCORA System described below, on property now owned or leased by Springhill. The DELCORA System includes a collection system, pumping station, force main and any other necessary infrastructure to enable DELCORA to collect and convey wastewater from the Generating Users to the Concord Township Sewage System via a force main of the PETTINARO PROJECT (as defined in the Agreement of Service).

The purpose of this Lease and permitted use is to enable DELCORA to (i) construct a pumping station on land owned by Springhill and (ii) use the Premises (as defined below in Section 3) to operate, monitor, repair, replace and maintain the pumping station, force main and related facilities and any other portion of the DELCORA System situated on land owned by Springhill. DELCORA shall not be permitted to use the Premises for any other purpose.

3. **Description of Property.** In consideration of the mutual covenants contained in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord all that certain parcel of land situated in Chadds Ford, Delaware County, Pennsylvania, as more particularly described in the legal description set forth in Exhibit A attached to this Lease (collectively, the

"Premises"). The parties understand and acknowledge that the land and improvements containing the Springhill Facilities shall not be considered a part of the Premises, unless and only to the extent such land and improvements are incorporated into the DELCORA System.

4. **Delivery of Premises.** Landlord shall deliver possession of the Premises to Tenant, free of all tenants and occupants. Except as otherwise expressly described in this Lease, Landlord shall have no obligation to make any alterations or improvements to the Premises or provide any allowance or credit to Tenant for such purpose. Notwithstanding the foregoing or any other provision in this Lease to the contrary, on or before the Effective Date, Landlord shall, at its sole cost and expense, and in accordance with all applicable laws, ordinances, rules and regulations, (i) remove all personal property of Landlord or any previous tenant from the Premises, and (ii) otherwise deliver the Premises to Tenant free of trash and debris.

5. **Term; Extension.** The initial term of the Lease is twenty-five (25) years ("Term"). The Term shall commence on the Effective Date. In addition, the parties shall have the option of extending the Term for an additional period of twenty-five (25) years ("Extension"), commencing at midnight on the date on which the Term expires. The Extension shall be automatic and the parties shall be bound by the Lease for such Extension, unless either party notifies the other party, at least three hundred sixty-five (365) days before the expiration of the Term, of the party's intent not to extend the Term. The Term and the Extension shall be subject to (i) any applicable limitation on the life of DELCORA under the Municipality Authorities Act and (ii) the Agreement of Service remaining in full force and effect throughout the Term and any Extension.

6. **Conditions.** The Lease is subject to the conditions described in Section 2.01 of the Agreement of Service.

7. **Taxes; Utilities.**

(a) **Taxes.** Tenant shall pay and discharge punctually, as and when the same shall become due and payable after the Effective Date, all real estate and personal property taxes, excises, levies and other charges made or levied against or in connection with the Premises, this Lease, or Tenant, whether general or special, ordinary or extraordinary, foreseen or unforeseen, during or in respect to the term of this Lease, and including liens upon or for or with respect to the Premises or any part thereof, or any buildings, appurtenances, or equipment owned by Tenant thereon or therein or any part thereof, together with all interest and penalties thereon (collectively, the "Taxes"). Should any governmental authority acting under any existing or future law, ordinance or regulation levy, assess or impose a tax excise and/or assessment upon or against this Lease, the execution hereof and/or the payment of any item by Tenant to Landlord hereunder including, without limitation, any sales and use taxes, whether by way of substitution for or in addition to any existing tax or otherwise and whether evidenced by documentary stamps or the like, Tenant shall be responsible for and shall pay such tax excise and/or assessment or shall reimburse Landlord for Landlord's payment thereof promptly after being billed for the same. Tenant shall also be responsible for all use and occupancy taxes and all business privilege taxes for the Premises commencing upon delivery of possession of the Premises to Tenant. Tenant shall pay all use and occupancy taxes directly to the taxing authority within ten (10) days

after receipt of the bill. Landlord reserves the right to collect such use and occupancy taxes from Tenant in the event Tenant fails to timely pay such taxes to the taxing authority.

Tenant shall produce and exhibit to Landlord satisfactory evidence of each payment of Taxes. For the first and last partial tax fiscal years of the Term or any Extension, to the extent that either Landlord or Tenant has paid taxes which would otherwise be the other party's obligation hereunder, then Tenant shall reimburse such amount of Tenant's obligation to Landlord, or Landlord shall reimburse such amount of Landlord's obligation to Tenant, as the case may be, within thirty (30) days after demand therefor by the party paying such taxes, accompanied by copies of bills showing the payment of same, which shall include a computation of Tenant's allocable share of the taxes for the tax fiscal year.

(i) Tenant or its designee shall have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord, and Landlord shall execute all documents necessary to accomplish the foregoing). The legal proceedings referred to in this Subsection 7(a)(i) shall include appropriate proceedings and appeals from orders therein and appeals from any judgments, decrees, or orders. The right to contest does not release in any way Tenant of the responsibility to pay Taxes due and payable, without penalty, while a determination is pending.

(ii) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant and shall be promptly turned over to Tenant if and when received by Landlord.

(iii) The parties hereto acknowledge and agree that, anything contained herein to the contrary notwithstanding, Tenant shall not be responsible for nor obligated to pay or reimburse Landlord for any Taxes imposed upon or as a result of any use or improvement of the Premises by Landlord or any other person or entity other than Tenant.

(b) Utility Expenses. Tenant shall pay and discharge, without penalty, during the Term, when the same shall become due and payable, all charges, costs, fees, impositions and bills for water, sewer rents, steam, heat, gas, hot water, electricity, light and power, telephone, internet, and any and all other service or services, furnished to the Premises for use in connection with the DELCORA System during the Term and any Extension. It shall be Tenant's responsibility to secure such utilities and Landlord makes no representation or warranty regarding the accessibility of the same. All such utilities, service, or services shall be separately metered in Tenant's name alone.

8. **Tenant Improvements, Maintenance and Repairs, and Surrender.**

(a) Tenant Improvements. Upon and after the Effective Date, Tenant, at its sole cost and expense, may demolish, construct, alter, repair, or relocate upon the Premises any structures, curbing, utilities, pavement, driveways, signage, machinery, equipment or other improvements now or hereafter placed upon the Premises which are necessary to enable Tenant to fulfill the purpose

and permitted use of the Premises as described in Section 2 above (collectively, "Tenant Improvements"), without incurring any liability to Landlord. Notwithstanding the preceding sentence, Tenant must first obtain Landlord's signed written consent to any and all proposed Tenant Improvements before commencing any work pursuant to this Subsection 8(a), except to the extent such Tenant Improvements are required in connection with the normal and customary operation of a sanitary sewer pump station, force main and related wastewater collection system. In addition, the parties agree that Tenant shall be permitted to commence work on that portion of the Tenant Improvements described in the plans (the "Plans") attached to this Lease as Exhibit B. All demolition, construction and/or alterations shall be performed in a good and workmanlike manner, and in accordance with the terms of this Lease. Tenant, at its sole cost and expense, shall be required to take such action with regard to the Tenant Improvements as desired by Tenant and as required by approvals issued by any governmental or quasi-governmental authority for the development of the Premises. All Tenant Improvements shall comply with all applicable laws, ordinances, rules, and regulations, and with the provisions of the Agreement of Service. At no cost to Landlord, Landlord will reasonably cooperate with Tenant in obtaining any necessary easements, approvals, building permits and other licenses, permits, or approvals issued by any governmental or quasi-governmental authority or any utility necessary to enable Tenant to construct the Tenant Improvements. Upon completion of any permitted alterations, Tenant shall submit "as-built" plans to Landlord depicting such work.

(b) Maintenance and Repair. At all times during the Term, Tenant shall, at its sole cost and expense, promptly make all necessary or appropriate repairs, replacements and renovations thereof to the Tenant Improvements at the Premises in order to keep the same in good condition and repair.

(c) Improvements. From the commencement of erection, construction, installation, or placement of the Tenant Improvements, all right, title, and interest in and to the Tenant Improvements on the Premises shall be vested in and held by Tenant during the Term and any Extension. Subject to the termination provisions of Article XI of the Agreement of Service, upon the expiration of the Term or any Extension, or upon the earlier termination of this Lease in accordance with the provisions hereof, all right, title, and interest in and to the Tenant Improvements on the Premises shall revert to Landlord, and Tenant shall grant to Landlord, without further documentation, all of its right, title, and interest in and to the Tenant Improvements on the Premises.

9. **Affirmative Covenants of Tenant.** In addition to the conditions described in Section 6 above, Tenant agrees as follows:

(a) To comply at its own cost and expense and in every respect with any and all laws, orders, rules and requirements of any constituted public authorities, and all federal, county, state and municipal governments, now in force or that may be enacted hereafter, whether foreseen or unforeseen, applicable to Tenant, the Premises and its use of the Premises and Tenant Improvements, and to save Landlord harmless from penalties, fines, costs, expenses or damages resulting from Tenant's failure to do so.

(b) To give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises and to use every reasonable precaution against fire.

(c) To keep all refuse in the kind of containers specified by the Landlord and to place the same outside of the Premises, prepared for collection, in the manner and at the times and places specified by the Landlord, and in accordance with municipal regulations.

(d) To keep the outside areas of the Premises clean and free from snow and ice. Tenant shall be and hereby agrees that Tenant is solely liable for any accidents, due or alleged to be due to their defective condition, or to any accumulations of snow and ice.

(e) To keep the Premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests.

(f) To keep the Premises clean and free from all ashes, dirt and other refuse matter and not to burn, or place or permit any rubbish or obstructions in any areas of the Premises; to repair all damage to the Premises in general; to keep the same in good order and repair, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Tenant or those employed by or acting for Tenant alone excepted, except to the extent of any damage or injury caused by the negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors. Tenant agrees to surrender the Premises in the same condition in which Tenant has herein agreed to keep the same during the continuance of this Lease, except to the extent of any damage or injury caused by the negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors.

(g) Tenant shall provide to Landlord manifest documents for any and all materials, whether petroleum products or hazardous substances, as defined by all current and past lists of the Department of Environmental Protection, the Environmental Protection Agency and any and all other government agencies or authorities that regulate these materials (all such materials are hereafter collectively referred to as "Materials"). Tenant, its officers, directors, employees, shareholders, subsidiaries, divisions, affiliated corporations, past and present, and their trustees, shall store, use, handle and dispose of all Materials in strict compliance with all laws in force, or which hereafter may be passed and all guidelines established and/or enforced by the agencies or authorities that regulate the use and/or disposal of such Materials (all such laws and guidelines are hereinafter collectively referred to as "Environmental Laws"). Tenant shall account for all Materials entering and leaving the Premises. Tenant shall maintain the appropriate manifest documents evidencing legal disposal of the Materials and Tenant shall forward copies of such documents and all related documents to the Landlord promptly upon request. If Tenant, its employees, invitees, agents or third parties violate any Environmental Law or if Landlord discovers the unauthorized presence or the release of Materials in, on, under, or above the Premises, then Tenant shall be unconditionally responsible for restoring the Premises to its environmental state at the inception of this Lease. Tenant shall indemnify, defend and hold harmless, including the payment of reasonable attorneys' fees, Landlord from and against all orders, fines, actions, lawsuits or claims brought as a result of the failure of Tenant to comply with the obligations of this paragraph. The representations, warranties, indemnifications and obligations of this paragraph shall remain in effect during the Term of this Lease and shall survive the expiration or the Term or any Extension, or earlier termination of this Lease.

10. **Covenant Against Liens.**

(a) If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against Landlord or any portion of the Premises, then Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify, defend, and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom. Tenant or its designees shall have the right to contest any such liens by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord). If Tenant fails to discharge or bond a mechanic's lien filed as a result of work performed on the Premises by or on behalf of Tenant within sixty (60) days after notice of the same to Tenant, Landlord shall have the right to take all actions deemed appropriate by Landlord to bond or discharge the lien, and Landlord's costs, including reasonable attorney's fees and court costs, shall be due and payable by Tenant to Landlord upon demand, together with interest.

(b) If, because of any act or omission of Landlord, any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against Tenant or any portion of the Premises, then Landlord shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from Tenant to Landlord of the filing thereof; and Landlord shall indemnify, defend, and save harmless Tenant against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom. Landlord or its designees shall have the right to contest any such liens by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Landlord or its designees shall conduct promptly at its own cost and expense, and free of any expense to Tenant).

11. **Requirements of Public Authority.**

(a) During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules, and regulations of the United States of America, Commonwealth of Pennsylvania, County of Delaware, and of all other governmental authorities affecting the Premises or any part thereof, including all environmental laws, whether the same are in force on the Effective Date or may in the future be passed, enacted, or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 11; provided, however, that nothing in this Section 11 shall impose any liability on Tenant in connection with any costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of any failure by Landlord to comply with its obligations under this Lease or because of any conditions, known or unknown, foreseen or unforeseen, including environmental conditions, in existence prior to the Effective Date.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant or Landlord (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation, or

requirement of the nature referred to in Section 11(a) and, if by the terms of any such law, ordinance, order, rule, regulation, or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding, so long as such action does not cause Landlord to incur any cost, expense, penalty or fine.

12. Insurance.

(a) During the Term, Tenant shall provide, at its sole cost and expense, and keep in full force and effect, Commercial General Liability insurance coverage, from an insurance company or companies selected by Tenant, in the amount of at least Two Million Dollars (\$2,000,000) per occurrence for bodily injury and for property damage arising out of the Premises, as well as Excess General Liability insurance coverage in the amount of at least Five Million Dollars (\$5,000,000). Such policy or policies shall include Landlord and any mortgagee of Landlord, as additional insureds. Tenant agrees that it shall deliver a copy of each policy or a certificate evidencing coverage, together with evidence of payment of premiums to Landlord on or by the Effective Date, and on renewal of each insurance policy, not less than twenty (20) business days before the expiration of the term of the policy.

(b) During the Term, Tenant shall keep the Tenant Improvements erected or caused to be erected, at any time, by Tenant on the Premises insured for the benefit of Landlord and Tenant and any mortgagee of Landlord, as their respective interests may appear, against loss or damage covered by a standard causes of loss-special form (formerly known as All-Risk) insurance policy, in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Premises and other locations of Tenant and affiliates of Tenant, provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved.

(c) Tenant shall, at its sole cost and expense, maintain on all its personal property, Tenant Improvements, and alterations, in, on, or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, in such amount as Tenant deems necessary and advisable.

(d) All insurance policies shall contain an endorsement requiring thirty (30) days written notice from an insurance company to both parties before cancellation or change in the coverage, scope or amount of any policy.

(e) All insurance coverage required to be carried hereunder shall be carried with insurance companies licensed or permitted to do business in the Commonwealth of Pennsylvania. The insurance policies shall be in amounts sufficient at all times to satisfy any coinsurance requirements thereof.

(f) All property insurance policies affecting all or any portion of the Premises shall contain a waiver of subrogation by the insurer confirming that the foregoing waiver by Landlord or Tenant, as applicable, shall not invalidate any such property insurance policy.

13. Indemnification.

(a) During the Term, Tenant shall indemnify, defend, and save harmless Landlord and Landlord's directors, trustees, officers, agents, servants, employees, contractors, lessees (other than Tenant) and licensees from and against any and all liability, damage, penalties, or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs, and expenses, including reasonable legal fees and expenses, incurred in enforcing this indemnity, arising from a violation by Tenant or Tenant's directors, trustees, officers, agents, servants, employees, contractors, sublessees, or licensees of applicable Environmental Laws or by injury to person or property sustained by anyone in and about the Premises or resulting from any act or acts or omission or omissions of Tenant, or Tenant's directors, trustees, officers, agents, servants, employees, contractors, sublessees, or licensees, except to the extent that such liability, damage, penalties, or judgments was caused by or resulted from the negligence or willful misconduct of Landlord or Landlord's agents, employees, invitees or contractors. Tenant shall, at its sole cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, except where such actions, suits, proceedings, claims, demands, assessments, costs, and expenses arose or resulted from or were related to the negligence or willful misconduct of Landlord or Landlord's agents, employees, invitees or contractors.

(b) Landlord shall indemnify, defend, and save harmless Tenant from and against any and all liability, damage, penalties, or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs, and expenses, including reasonable legal fees and expenses, incurred in enforcing this indemnity, arising from a violation by Landlord or Landlord's directors, trustees, officers, agents, servants, employees, contractors, or licensees of applicable Environmental Laws arising from injury to person or property sustained by anyone in and about the Premises resulting from any act or acts or omission or omissions of Landlord, or Landlord's directors, trustees, officers, agents, servants, employees, contractors, lessees, or licensees, except to the extent that such liability, damage, penalties, or judgments was caused by or resulted from the negligence or willful misconduct of Tenant or Tenant's agents, employees, invitees or contractors. Landlord shall, at its sole cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Tenant or in which Tenant may be impleaded with others upon any such above-mentioned matter, claim or claims, except where such actions, suits, proceedings, claims, demands, assessments, costs, and expenses arose or resulted from or were related to the negligence or willful misconduct of Tenant or Tenant's agents, employees, invitees or contractors.

(c) The provisions of this Section 13 shall survive the expiration or sooner termination of this Lease.

14. **Assignment, Transfer, License and Subletting.** Tenant may not assign, transfer, license, or sublease (in whole or in part or parts) this Lease or its rights hereunder (in whole or in part or parts) without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the preceding sentence, no assignment or transfer of the Lease by Tenant shall be binding on Landlord unless the assignee or transferee shall assume and agree to be bound by the terms of the Lease (and Agreement of Service to the extent necessary to ensure the performance of DELCORA's obligations thereunder) and until

notice of assignment or transfer together with an executed copy of such assignment or transfer instrument is received by Landlord.

15. **Mortgage.** Tenant is permitted to pledge its leasehold interest in the Premises. However, any such pledge shall remain in effect only so long as the Lease shall remain in effect, and immediately thereafter any such pledge shall terminate automatically. Except as provided above in this Section 15, Tenant may not mortgage or otherwise encumber its leasehold interest in the Premises.

16. **Landlord's Warranties and Representations.** Landlord represents and warrants to Tenant as follows:

(a) Tenant shall, upon observing and performing all of the terms, covenants, and conditions on Tenant's part to be observed and performed under this Lease, peaceably and quietly have and hold, the Premises, without hindrance or molestation by any person or persons claiming by, through, or under Landlord, subject, however, to the terms of this Lease;

(b) Landlord has full right and authority to enter into this Lease and perform Landlord's obligations under this Lease, and has title to the Premises in fee simple;

(c) The Premises is not subject to any existing claim for mechanics' liens, nor are there any third parties in or entitled to possession thereof;

(d) Landlord has not received any notice, nor is it aware of any pending action to take with respect to the Premises;

(e) Landlord has received no notice and is not otherwise aware that either the Premises or its proposed use is, or will be, in violation of any local governmental rule, ordinance, regulation, or building code, nor has Landlord received notice of any pending or threatened investigation regarding a possible violation of any of the foregoing;

(f) There is no litigation and no other proceedings that are pending or threatened relating to the Premises or its use;

(g) This Lease is and shall be binding upon and enforceable against Landlord in accordance with its terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration and maturity under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Landlord or the Premises are subject or by which Landlord or the Premises are bound;

(h) Landlord has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Landlord's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Landlord's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Landlord's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally;

(i) To the best of Landlord's knowledge, the Premises is, as of the Effective Date of this Lease, not in violation of any environmental laws.

The foregoing representations and warranties of Landlord contained in this Section 16 shall survive the expiration or sooner termination of this Lease.

17. Tenant's Warranties and Representations. Tenant represents and warrants to Landlord as follows:

(a) Tenant is duly organized and in good standing under the laws of the state of its formation.

(b) The person signing this Lease on behalf of Tenant has been duly authorized to do so and all necessary action to authorize the execution of this Lease has been properly taken; and

(c) Tenant has the full right, power, and authority to enter into this Lease and to perform its covenants for the entire Term and any Extension.

The foregoing representations and warranties of Tenant contained in this Section 17 shall survive the expiration or sooner termination of this Lease.

18. Defaults.

(a) Tenant Default.

(i) Tenant shall be in default under this Lease (a "Tenant Default") in the event that any one or more of the following acts or occurrences shall occur:

a. Tenant fails to observe, perform or comply with any covenant, agreement, term or condition of this Lease to be performed by Tenant and such failure continues for more than thirty (30) days after notice (unless a greater cure period is provided elsewhere in this Lease, in which case such greater cure period shall apply) by Landlord and such additional time, if any, as is reasonably necessary for Tenant to cure such failure, provided Tenant commences to cure such failure within such thirty (30) day period and diligently thereafter prosecutes such cure to completion; provided that Landlord shall not be required to provide such notice more than twice in any consecutive twelve (12) month period before such failure constitutes a Tenant Default under this Lease; or

b. Tenant vacates and/or abandons the Premises for thirty (30) or more days.

c. Tenant fails to perform any covenant or agreement of Tenant contained in the Agreement of Service and such failure continues after notice is given by or on behalf of Tenant to Landlord for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure such failure, provided Tenant commences to cure such failure within such twenty (20) day period and diligently thereafter prosecutes such cure to completion.

(ii) Upon the occurrence of a Tenant Default, Landlord, at its option, at any time thereafter upon at least five (5) days advance written notice to Defendant may exercise any and all remedies available to Landlord in equity or at law and any of the following remedies, all of such rights and remedies which shall be cumulative and not exclusive:

a. To accelerate the whole or any part of any and all sums agreed to be paid by Tenant pursuant to this Lease. Upon receipt of such accelerated sums by Landlord, the Lease shall be terminated and Tenant shall quit and surrender the Premises.

b. To re-enter the Premises and remove all persons and all or any property therefrom, if necessary, by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy the Premises, together with all improvements, alterations, fixtures, signs and other installations of Tenant. Landlord may, at Landlord's option, without terminating this Lease, relet the Premises or any part or parts thereof, either in Landlord's name or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and upon such other terms and condition is as, in Landlord's sole discretion, may seem advisable and to such person or persons as may, in Landlord's discretion, seem best; upon each such reletting all sums received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and all costs of alterations and repairs necessary and incidental to such reletting; and the residue, if any, shall be held by Landlord and applied in payment of future sums as they may become due and payable hereunder. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises or for failure to collect rent or other sums thereof under such reletting. Tenant, for Tenant and Tenant's successors and assigns, hereby irrevocably constitutes and appoints Landlord, Tenants and their agent and attorney in fact to collect the sums due and to become due and otherwise to take any and all actions necessary or incidental to such reletting. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

c. Landlord may terminate this Lease by providing notice to Tenant and this Lease shall terminate on the date specified in the notice. Tenant shall quit and surrender the Premises by said date.

d. If this Lease is terminated as provided in Section 18(a)(ii)c. above, or as permitted by law, and subject to the parties respective rights and responsibilities described in Article XI of the Agreement of Service in the event Landlord terminates the Agreement of Service, Tenant shall peaceably quit and surrender the Premises to the Landlord, and Landlord may, without further notice, enter upon, re-enter, possess and repossess the same by summary proceedings, ejectment or other legal proceedings, and again have, repossess and enjoy the same as if this Lease had not been made, and in any such event neither the Tenant nor any person claiming through or under the Tenant by virtue of any law or an order of any court shall be entitled to possession or to remain in possession of the Premises and the Landlord, at its option, shall forthwith, notwithstanding any other provision of this Lease, be entitled to recover from Tenant all damages available pursuant to applicable law. The improvements constructed upon the Premises shall become the property of Landlord, without the necessity of any payment therefor.

e. In addition to the foregoing remedies and regardless of which remedies the Landlord pursues, Tenant covenants that it will indemnify Landlord from and against any loss and damage directly sustained by reason of any termination resulting from any Tenant Default. Landlord's damages hereunder shall include but shall not be limited to, any loss of sums owing by Tenant pursuant to this Lease, any loss of sums after reletting the Premises, broker's commissions, advertising costs, reasonable costs of repairing, cleaning, repainting and remodeling any improvements upon the Premises for reletting, moving, and storage charges incurred by Landlord in moving Tenant's property and effects and legal costs and reasonable attorney's fees incurred by Landlord in any proceedings resulting from the Tenant's default, collecting any damages hereunder, obtaining possession of the Premises by summary process or otherwise or reletting the Premises.

(iii) Tenant expressly waives all rights of redemption granted by or under any present or future law in the event this Lease is terminated, or in the event Landlord obtains possession of the Premises, or in the event Tenant is evicted or dispossessed for any cause.

(iv) A Tenant Default under this Lease shall constitute a Default under the Agreement of Service. In the event of a Tenant Default under this Lease, Landlord may exercise any of the rights and remedies available under the Agreement of Service. Notwithstanding anything herein to the contrary, Landlord may, in its sole discretion, elect to keep the Agreement of Service in full force and effect.

(v) In the event of a Tenant Default, Tenant shall pay Landlord all expenses incurred in connection with Landlord's enforcement of its rights under this Lease, including reasonable attorneys' fees, discovery expenses, expert witness, and other reasonable costs and expenses incurred by Landlord in enforcing its rights hereunder.

(vi) The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and shall not be deemed to be in exclusion of any of the others.

(vii) The mention in this Lease of any specific right or remedy shall not preclude Landlord from exercising any other right, or from having any other remedy, or from maintaining any action to which it may be otherwise entitled, either at law or in equity. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any covenant of this Lease, or to exercise any option or right, shall not be construed as a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect, unless the contrary is expressed in writing by Landlord.

(b) Landlord Default.

(i) Landlord shall be in default under this Lease (a "Landlord Default") in the event that Landlord fails to observe or perform any covenant or agreement of Landlord contained in this Lease or in the Agreement of Service and such failure continues after written notice given by or on behalf of Tenant to Landlord for more than twenty (20) days and such additional time, if any, as is reasonably necessary to cure such failure, provided Landlord commences to cure such failure within such twenty (20) day period and diligently thereafter prosecutes such cure to completion.

(ii) Upon and during the continuance of a Landlord Default, Tenant shall have the option, in addition to any rights and remedies available to Tenant in law or in equity, to terminate this Lease by giving Landlord notice of Tenant's intention to do so. Upon the thirtieth (30th) day next succeeding the giving of such notice, this Lease shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed with the expiration of the Term, all rights of Landlord and obligations of Tenant hereunder shall expire and terminate, except for those that expressly survive the expiration or termination of this Lease, and all sums owing under the Lease shall be apportioned as of such date and Landlord shall promptly refund to Tenant any sums theretofore paid which are allocable to the period subsequent to such date. Notwithstanding anything herein to the contrary, Tenant may, in its sole discretion, elect to keep the Agreement of Service in full force and effect.

(iii) In the event of a Landlord Default, Landlord shall pay Tenant all expenses incurred in connection with Tenant's enforcement of its rights under this Lease, including reasonable attorneys' fees, discovery expenses, expert witness, and other reasonable costs and expenses incurred by Tenant in enforcing its rights hereunder.

(c) Right to Cure. Landlord and Tenant shall each have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the Tenant Default or Landlord Default of the other party to perform any of the provisions of this Lease (which default continues uncured beyond any applicable notice and cure period). In the event of the exercise of any such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand all such sums together with interest at the Prime Rate thereon, reasonably expended by Landlord in connection with the cure of Tenant's Default as an additional charge. In the event of the exercise of such right by Tenant, Landlord agrees to pay to Tenant forthwith upon demand all such sums together with interest at the Prime Rate thereon, reasonably expended by Tenant in connection with the cure of Landlord's Default as an additional charge.

19. **Waivers; Remedies.** Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but such payment shall only be deemed a partial payment on account. Notwithstanding any remedies expressly set forth in this Lease (except as expressly set forth herein), all rights and remedies provided for in this Lease or otherwise existing at law or in equity are cumulative, and a party's exercise of any right or remedy under this Lease or under applicable law is not exclusive and shall not preclude such party from exercising any other right or remedy that may be available to it at law or in equity.

20. **Terms.** The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner at the time of Landlord's or Tenant's interest herein, and upon any sale or permitted assignment of the interest of either Landlord or Tenant, their respective successors in interest and/or permitted assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

21. **Force Majeure.** In the event that Landlord or Tenant shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 21 shall not be applicable with respect to payment of money.

22. **Condemnation; Casualty.**

(a) Condemnation.

(i) If as a result of eminent domain proceedings or compensable taking ("Condemnation") all or substantially all of the Premises or the use or possession thereof is taken, then this Lease (and the Agreement of Service) shall terminate on the date when possession shall be taken by the condemnor. Upon such termination:

a. All sums payable hereunder shall be apportioned and paid in full up to the later of (i) the date when possession shall be taken by the condemnor or (ii) the date when Tenant vacates the Premises, and all unearned sums prepaid by Tenant hereunder shall promptly be repaid by Landlord to Tenant.

b. (1) Landlord shall be entitled to receive that portion of the Condemnation award or compensation allocable to the value of the land, as of the date of termination of this Lease, and such other amounts as Landlord shall be permitted by law; (2) Tenant shall be entitled to receive that portion of the balance of the award or compensation up to the unamortized cost, as of the date of termination, of the Tenant Improvements on the Premises constructed at Tenant's cost and expense, excluding Tenant's moveable trade fixtures and equipment, the cost of each such improvement being amortized in accordance with Tenant's generally accepted accounting procedures, and such other amounts as Tenant shall be permitted by law; and (3) Landlord shall be entitled to the balance of the award or compensation.

(b) Partial Condemnation.

(i) If less than all or substantially all of the Premises or the use or possession thereof is taken by Condemnation or Tenant reasonably believes such Condemnation shall render any Tenant Improvements or the Premises unsuitable for Tenant's continued use and occupancy after the restoration thereof, then Tenant may, not later than sixty (60) days after such occurrence, deliver to Landlord (i) notice of Tenant's intention to terminate this Lease (and the Agreement of Service) on a business day specified in such notice (the "Lease Termination Date"), which occurs not less than thirty (30) days after the delivery of such notice, and (ii) a certificate of Tenant describing the event giving rise to such termination. On the Lease Termination Date, this Lease (and the Agreement of Service) shall terminate except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to the Lease Termination Date. Tenant shall pay all sums then due and payable hereunder to and including the Lease Termination Date.

(ii) If Tenant does not give notice of its intention to terminate this Lease as provided in Section 22(b)(i), then this Lease (and the Agreement of Service) shall continue in full force and effect and (i) Tenant shall be entitled to receive that portion of the award or compensation allocable to the value, as of the date of such Condemnation, of the Tenant Improvements, taken in such Condemnation, together with such portion of the award or compensation necessary to reconfigure the Tenant Improvements on the Premises or any adjacent premises, and such other amounts as Tenant shall be permitted by law and (ii) Landlord shall be entitled to the balance of the award.

(c) Each of Landlord and Tenant may appear in any proceeding or action, to negotiate, prosecute, and adjust any claim for any award or compensation on account of any Condemnation as it relates to their respective interest in the Premises. Landlord and Tenant shall each pay all of its reasonable costs and expenses in connection with each such proceeding, action, negotiation, prosecution, and adjustment for which costs and expenses Landlord and Tenant shall be reimbursed out of any award, compensation, or insurance payment to which it is entitled. Neither party shall have any interest in any such award, compensation, or payment, or any portion thereof, made to the other party, all of which shall belong to and be paid as provided in this Section 22.

(d) Casualty.

(i) If the Tenant Improvements, or the Premises or any portion thereof is damaged or destroyed by fire or other casualty Tenant may, not later than one hundred eighty (180) days after such occurrence, deliver to Landlord (i) notice of Tenant's intention to terminate this Lease (and the Agreement of Service) on a business day specified in such notice (the "Lease Termination Date"), which occurs not less than thirty (30) days after the delivery of such notice, and (ii) a certificate of Tenant describing the event giving rise to such termination. On the Lease Termination Date, this Lease (and the Agreement of Service) shall terminate except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to the Lease Termination Date, upon payment of all sums then due and payable hereunder to and including the Lease Termination Date.

(ii) If this Lease is not terminated as set forth in Section 22(d)(i), then Tenant (i) shall take all steps as may be necessary in order to secure any part of the Tenant Improvements that may be rendered unsafe by reason of such damage and shall promptly remove all debris and other materials from the Premises and (ii) shall receive the full value of all proceeds of insurance and shall repair such damage to the Tenant Improvements and the Premises out of the proceeds of insurance and this Lease (and the Agreement of Service) shall remain in full force and effect. Tenant shall promptly commence and diligently pursue to completion the repair and replacement of the damaged or destroyed Tenant Improvements, due allowance being made for time needed to adjust insurance and for delay on account of events of Force Majeure (as defined in Section 22). In the event that Tenant proceeds with the repair and replacement of the damaged or destroyed Tenant Improvements, Tenant shall be entitled to all proceeds of insurance for the repair and replacement of the damaged or destroyed Tenant Improvements and any such repair and replacement made pursuant to this Section 22 shall be performed in accordance with all applicable legal requirements

(iii) As used in this Section 22(d), the word "destroyed" shall mean completely destroyed or so substantially damaged as to require demolition, or such other severity of damage as

may be established or imposed by applicable governmental law or ordinance which, if suffered, would constitute total destruction or require demolition before repair or reconstruction may commence.

23. Confidentiality.

(a) Each party covenants and agrees not to disclose to any third party, without the other party's approval (i) any financial or other material business or legal terms of this Lease, (ii) materials submitted from the other party designated as confidential, and/or (iii) physical aspects of the design or operation of the Premises identified by a party as proprietary; except only to the extent that (A) such information is a matter of public record, (B) such disclosure is made on a comparably confidential basis to a party's attorneys, accountants, architects, engineers, and/or brokers, or an existing or prospective purchaser or mortgagee, or their respective attorneys accountants, architects, engineers, and/or brokers, on a need to know basis (any of the foregoing, a "Permitted Party"), or (C) disclosure is compelled by law or regulatory or judicial process.

(b) Each party further covenants and agrees that it will not publish or display, nor allow any other person or entity, including a Permitted Party, to publish or display, this Lease in any medium of mass communication, including the internet, brokerage publications and listing services, newspapers, magazines, journals, radio, or television.

24. [Intentionally deleted.]

25. Notices. Whenever, pursuant to this Lease, notice, consent, or demand shall or may be given to either of the parties or their permitted assignees by the other, and whenever either of the parties shall desire to give to the other any notice or demand with respect to this Lease or the Premises, each such notice or demand shall be in writing, and any laws to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served by mailing the same to the other party by certified mail, return receipt requested, or by overnight nationally-recognized courier service provided a receipt is required, at its address set forth below, or at such other address as either party may from time to time designate by notice given to the other. The date of receipt of the notice or demand shall be deemed the date of the service thereof (unless the notice or demand is not accepted in the ordinary course of business, in which case the date of mailing shall be deemed the date of service thereof). Notices and demands shall be sent:

If to Landlord, to:
Robert J. Lohr II
1246 West Chester Pike
Suite 312
West Chester, PA 19382
Telephone: (610) 701-0222
Facsimile: (610) 431-2792

With a copy to:

Adam G. Marcus, Esq.
Marcus & Hoffman, PC
326 West State Street
Media, PA 19063

If to Tenant, to:

Robert J. Willert
Executive Director
DELCORA
100 East Fifth Street
Chester, PA 19016-0999
Telephone: 610-876-5523

With a copy to:

J. Adam Matlawski, Esq.
McNichol, Byrne & Matlawski, P.C.
1223 N. Providence Road
Media, PA 19063

26. **Signage.** If allowed by applicable laws and ordinances, Tenant shall have the right, at Tenant's sole cost and expense, and in accordance with all applicable laws and ordinances, to erect exterior signs on the Premises, as Tenant deems necessary or desirable from time to time, together with such awnings and canopies as may be desired by Tenant, the color, size, location and style of all of which shall be determined in Tenant's sole discretion but otherwise in accordance with all applicable laws, ordinances and permits.

27. **Governing Law.** This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Pennsylvania.

28. **Waiver of Jury Trial.** Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way in connection with this Lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

29. **Severability.** If any term, covenant, condition, or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions, and provisions shall not be affected thereby, and each term, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

30. **Interpretation.** Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several

counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The submission of this Lease for examination does not constitute a reservation of or agreement to lease the Premises; and this Lease shall become effective and binding only upon proper execution and unconditional delivery thereof by Landlord and Tenant.

31. **Entire Agreement.** No oral statement or prior written matter shall have any force or effect. Landlord and Tenant agree that neither party is relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by both parties.

32. **Parties.** Except as herein otherwise expressly provided, the covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators, and permitted assigns.

33. **Brokers' Commissions.** Tenant and Landlord represent and warrant to each other that neither has had any negotiations, dealings, or conversations with any broker or agent, licensed or otherwise in connection with this Lease. Landlord and Tenant each covenants to protect, defend, hold harmless, and indemnify the other from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with any claim by any brokers or agents for brokerage commissions relating to this Lease alleged to be due because of negotiations, dealings, or conversations with the indemnifying party.

34. **Time of the Essence.** Time shall be of the essence with respect to the obligations of both parties under this Lease.

35. **Attorneys' Fees.** In the event of any suit, action, or other proceeding at law or in equity (collectively, "action"), by either party hereto against the other, by reason of any matter arising out of this Lease, the prevailing party shall recover, not only its legal costs, but also reasonable attorneys' fees (to be fixed by the Court) for the maintenance or defense of said action, as the case may be.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD:

SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION

Attest: _____

Secretary

By: _____

President

TENANT:

DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL AUTHORITY

Attest: _____

Secretary

By: _____

Chairman

COMMONWEALTH OF PENNSYLVANIA

$$\left. \begin{array}{l}) \\) \\) \end{array} \right\} \text{SS}$$

COUNTY OF _____

On this _____ day of _____, 2018, before me, a Notary Public, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the PRESIDENT of the SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION and that as such, being authorized to do so, he/she executed the foregoing Ground Lease Agreement and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA

$$\left. \begin{array}{l}) \\) \\) \end{array} \right\} \text{SS}$$

COUNTY OF _____

On this _____ day of _____, 2018, before me, a Notary Public, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the CHAIRMAN of the DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY and that as such, being authorized to do so, he/she executed the foregoing Ground Lease Agreement and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

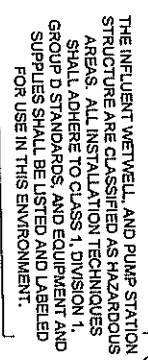
ALL THAT CERTAIN parcel of ground with the buildings and improvements thereon erected, situated in the Township of Birmingham, County of Delaware, State of Pennsylvania as shown on a comprehensive plan of Villages for Springhill Farm prepared by Brandywine Valley Engineers, Inc., dated November 21, 1984 and last revised June 19, 1985 being bounded and described as follows:

BEGINNING AT AN INTERIOR POINT, said point being located the following four (4) courses and distances from a point of intersection of the northeasterly line of lands now or late of Thos. B. and Anna Pennington with the title line in the bed of Marshall Road; (1) along said titleline N 67° 57' E 350' to a point, (2) leaving same S 22° 30' E, 1016.83' to a point of curve, (3) along the arc of a circle curving to the right in a southwardly direction having a radius of 425' an arc distance of 64.61' to a point, (4) S 80° 20' E, 76.28' to the point of beginning; THENCE, from said beginning point S 80° 20' E, 110' to a point; THENCE, S 09° 40' W, 90' to a point; THENCE, N 80° 20' W, 110' to a point; THENCE, N 09° 40' E, 90' to the first mentioned point and place of beginning.

CONTAINING an area of 0.227 acres, more or less. Being designated as waste water treatment area.

EXHIBIT B

PLANS FOR THE TENANT IMPROVEMENTS



1. SEE TYPICALS

2. THESE DATA/CONTROL SCHEDULES, TRANSMITTAL DATA, AND TYPICALS ARE PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT. THEY ARE NOT TO BE USED AS A BASIS FOR ANY WARRANTY, GUARANTEE, OR CONTRACT. THEY ARE NOT TO BE USED AS A BASIS FOR ANY DESIGN OR CONSTRUCTION. THEY ARE NOT TO BE USED AS A BASIS FOR ANY CLAIM. THEY ARE NOT TO BE USED AS A BASIS FOR ANY ACTION. THEY ARE NOT TO BE USED AS A BASIS FOR ANY DEFENSE. THEY ARE NOT TO BE USED AS A BASIS FOR ANY SETTLEMENT. THEY ARE NOT TO BE USED AS A BASIS FOR ANY JUDICIAL PROCEEDING. THEY ARE NOT TO BE USED AS A BASIS FOR ANY OTHER PURPOSE.

3. THESE DATA/CONTROL SCHEDULES, TRANSMITTAL DATA, AND TYPICALS ARE PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT. THEY ARE NOT TO BE USED AS A BASIS FOR ANY WARRANTY, GUARANTEE, OR CONTRACT. THEY ARE NOT TO BE USED AS A BASIS FOR ANY DESIGN OR CONSTRUCTION. THEY ARE NOT TO BE USED AS A BASIS FOR ANY CLAIM. THEY ARE NOT TO BE USED AS A BASIS FOR ANY ACTION. THEY ARE NOT TO BE USED AS A BASIS FOR ANY DEFENSE. THEY ARE NOT TO BE USED AS A BASIS FOR ANY SETTLEMENT. THEY ARE NOT TO BE USED AS A BASIS FOR ANY JUDICIAL PROCEEDING. THEY ARE NOT TO BE USED AS A BASIS FOR ANY OTHER PURPOSE.

4. THESE DATA/CONTROL SCHEDULES, TRANSMITTAL DATA, AND TYPICALS ARE PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT. THEY ARE NOT TO BE USED AS A BASIS FOR ANY WARRANTY, GUARANTEE, OR CONTRACT. THEY ARE NOT TO BE USED AS A BASIS FOR ANY DESIGN OR CONSTRUCTION. THEY ARE NOT TO BE USED AS A BASIS FOR ANY CLAIM. THEY ARE NOT TO BE USED AS A BASIS FOR ANY ACTION. THEY ARE NOT TO BE USED AS A BASIS FOR ANY DEFENSE. THEY ARE NOT TO BE USED AS A BASIS FOR ANY SETTLEMENT. THEY ARE NOT TO BE USED AS A BASIS FOR ANY JUDICIAL PROCEEDING. THEY ARE NOT TO BE USED AS A BASIS FOR ANY OTHER PURPOSE.

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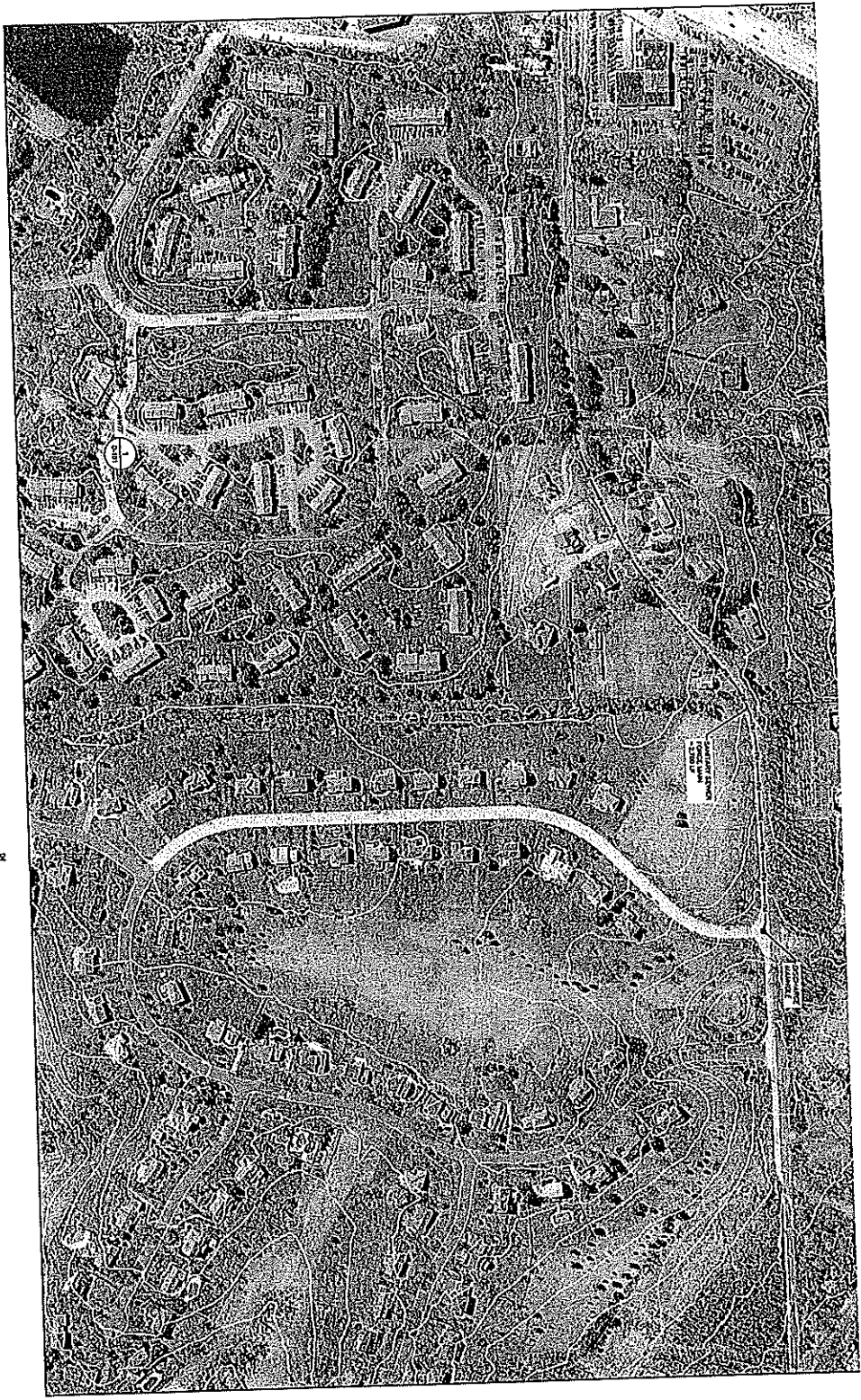
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<div style="writing-mode: vertical-rl; transform: rotate(180deg);">E-101</div>	SPRING HILL FARM WWTF PUMP STATION & SANITARY SEWER FORCE MAIN CHADDS FORD & CONCORD TWP, DELAWARE COUNTY, PENNSYLVANIA				
	PROCESS				
	PUMP STATION / METER VAULT / CONTROL BUILDING PLANS AND P&ID				
	GEOSIDE	C	EROSION & SEDIMENT CONTROL, PEAK FLOW	MSB	
	GEOSIDE	S	EROSION & SEDIMENT CONTROL, PEAK	MSB	
LSI/LES	A	CLIENT REVIEW	MSB		
DATE	REV.	ISSUES FORWARDED	APPD		

1 AERIAL SITE PLAN



GENERAL NOTES

1. REFER TO DRAWING SET FOR DRAINAGE YIELD, GROUND, PROJECT NOTES & EXISTING CONDITIONS.

G-101

SPRING HILL FARM WWTF PUMP STATION
& SANITARY SEWER FORCE MAIN
CHAUDS FORD & CONCORD TWP, DELAWARE COUNTY, PENNSYLVANIA

GENERAL
AERIAL SITE PLAN

DATE	REV.	DESCRIPTION
08/20/18	1	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	2	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	3	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	4	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	5	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	6	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	7	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	8	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	9	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	10	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	11	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	12	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	13	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
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08/20/18	15	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	16	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	17	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	18	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	19	EROSION & SEDIMENT CONTROL, PERMIT REVIEW
08/20/18	20	EROSION & SEDIMENT CONTROL, PERMIT REVIEW

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6. AFTER SURVEILLANCE OF A NEW SCENARIO, THE CONDUCTOR MUST BE ABLE TO IDENTIFY THE SCENARIO'S CHARACTERISTICS AND DETERMINE THE SCENARIO'S EFFECTS.
7. THE CONDUCTOR MUST BE ABLE TO IDENTIFY THE SCENARIO'S EFFECTS AND DETERMINE THE SCENARIO'S EFFECTS.
8. THE CONDUCTOR MUST BE ABLE TO IDENTIFY THE SCENARIO'S EFFECTS AND DETERMINE THE SCENARIO'S EFFECTS.
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10. THE CONDUCTOR MUST BE ABLE TO IDENTIFY THE SCENARIO'S EFFECTS AND DETERMINE THE SCENARIO'S EFFECTS.

the Commission shall receive written documentation for the actions and any other information that was obtained by the Commission from the company's personnel.

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 534
 535
 536
 537
 538
 539
 540
 541

Model No.	ES-50
Year	1968
Make	Ford
Color	Black
Engine	V8
Transmission	Automatic
Drive	Rear Wheel Drive
Mileage	100,000
Location	Los Angeles, CA
Date	10/1/78
By	J. Smith

GENERAL NOTES

1. REFER TO STANDARD DRAIN FOR DRAINAGE INDEX, OFFICIAL PROJECT NOTES & EXISTING CONDITIONS.

ENTECH
ENGINEERING

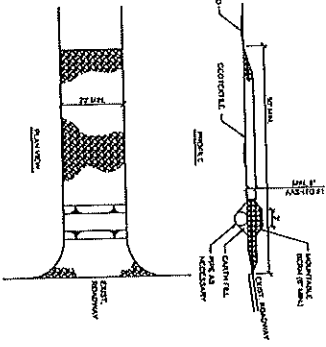
1.800.825.1372
www.entechnet.com

NO.	DATE	DESCRIPTION
1	01/11/11	ISSUED FOR PERMIT
2	01/11/11	REVISED FOR PERMIT
3	01/11/11	REVISED FOR PERMIT
4	01/11/11	REVISED FOR PERMIT
5	01/11/11	REVISED FOR PERMIT
6	01/11/11	REVISED FOR PERMIT
7	01/11/11	REVISED FOR PERMIT
8	01/11/11	REVISED FOR PERMIT
9	01/11/11	REVISED FOR PERMIT
10	01/11/11	REVISED FOR PERMIT

SPRING HILL FARM WWTF PUMP STATION
& SANITARY SEWER FORCE MAIN
CHAUDS FORD & CONCORD TWP, DELAWARE COUNTY, PENNSYLVANIA

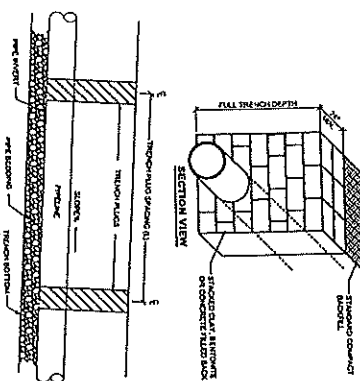
EROSION & SEDIMENT CONTROL
DETAILS

ES-502



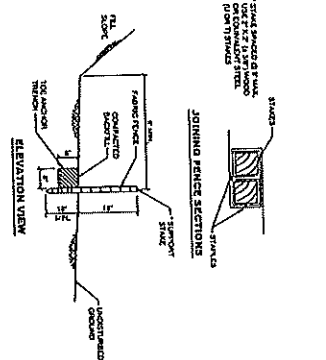
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SCALE: 1"=10'-0"

STANDARD CONSTRUCTION DETAIL #3-1
STANDARD CONSTRUCTION ENTRANCE



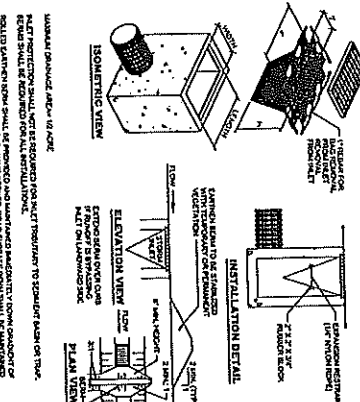
2
SCALE: 1"=10'-0"

STANDARD CONSTRUCTION DETAIL #4-1
STANDARD CONSTRUCTION ENTRANCE



3
SCALE: 1"=10'-0"

STANDARD CONSTRUCTION DETAIL #4-2
STANDARD SILT FENCE (18" HIGH)



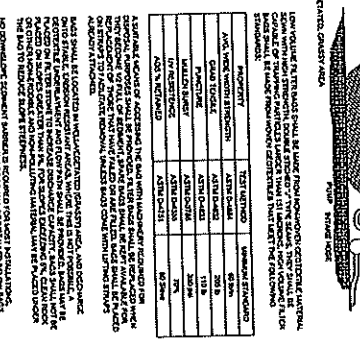
4
SCALE: 1"=10'-0"

STANDARD CONSTRUCTION DETAIL #4-3
FILTER BAG INLET PROTECTION - TYPE M INLET



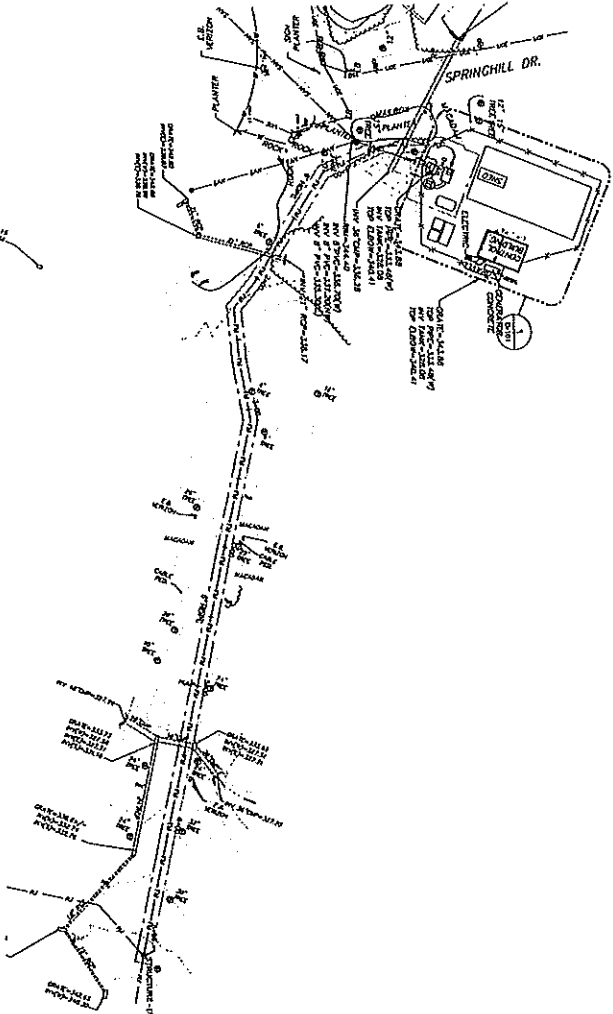
5
SCALE: 1"=10'-0"

STANDARD CONSTRUCTION DETAIL #3-16
PUMPED WATER FILTER BAG

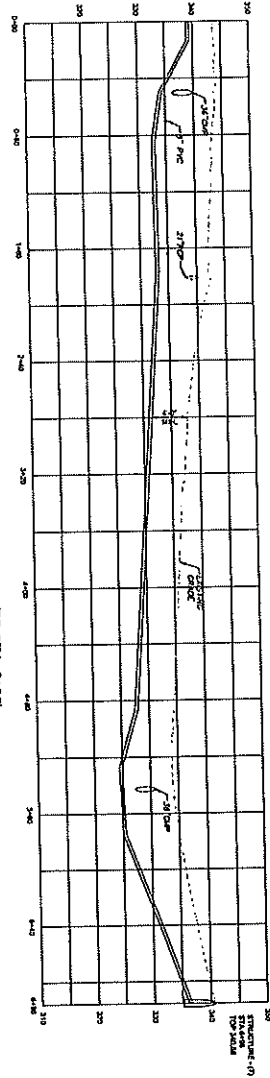


6
SCALE: 1"=10'-0"

STANDARD CONSTRUCTION DETAIL #3-16
PUMPED WATER FILTER BAG



1 EFFLUENT FORCE MAIN PLAN (STA. 0+00 TO STA. 6+95)



2 EFFLUENT FORCE MAIN PROFILE (STA. 0+00 TO STA. 6+95)

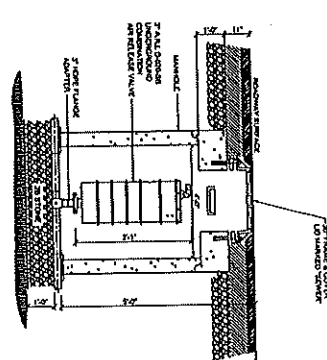
GENERAL NOTES

1. REFER TO DRAWING FOR ALL DIMENSIONS, ELEVATIONS, AND NOTES.
2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, PENNSYLVANIA.
3. EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED THROUGHOUT CONSTRUCTION.

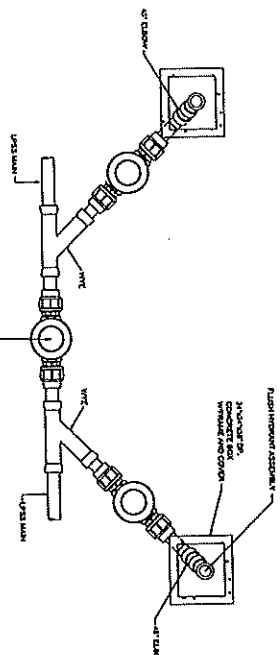
SPRING HILL FARM WWTF PUMP STATION
& SANITARY SEWER FORCE MAIN
CHADDS FORD & CONCORD TWP, DELAWARE COUNTY, PENNSYLVANIA

CIVIL
EFFLUENT FORCE MAIN PLAN AND PROFILE (STA. 0+00 TO STA. 6+95)

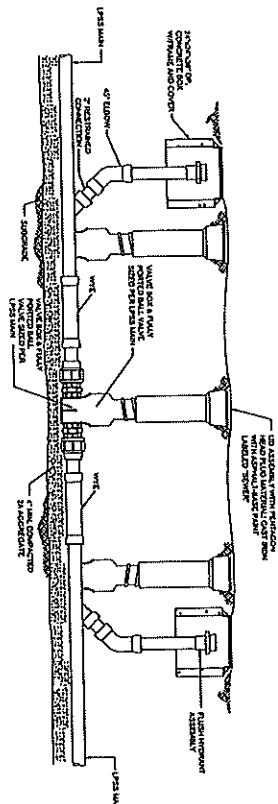
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01/15/14	2	PROPOSED 18" DIAMETER FORCE MAIN	MB	MB
01/15/14	3	PROPOSED 18" DIAMETER FORCE MAIN	MB	MB
01/15/14	4	PROPOSED 18" DIAMETER FORCE MAIN	MB	MB
01/15/14	5	PROPOSED 18" DIAMETER FORCE MAIN	MB	MB
01/15/14	6	PROPOSED 18" DIAMETER FORCE MAIN	MB	MB
01/15/14	7	PROPOSED 18" DIAMETER FORCE MAIN	MB	MB
01/15/14	8	PROPOSED 18" DIAMETER FORCE MAIN	MB	MB
01/15/14	9	PROPOSED 18" DIAMETER FORCE MAIN	MB	MB
01/15/14	10	PROPOSED 18" DIAMETER FORCE MAIN	MB	MB



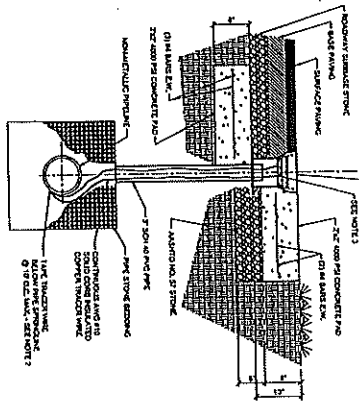
1
COMBINATION AIRVACUUM VALVE & MANHOLE
SCALE: 1/8\"/>



INTERMEDIATE CLEANOUT - PLAN
SCALE: 1/8\"/>



INTERMEDIATE CLEANOUT - ELEVATION
SCALE: 1/8\"/>



2
FORCE MAIN TRACER WIRE TEST STATION DETAIL
SCALE: 1/8\"/>

GENERAL NOTES

1. REFER TO DRAWING C-501 FOR GENERAL NOTES, GENERAL NOTES, NOTES & DIMENSIONS.
2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, PENNSYLVANIA.

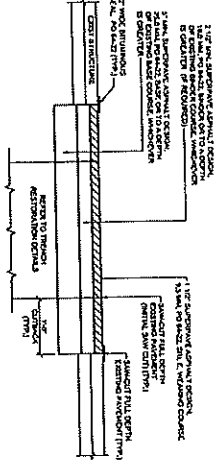
NO.	DATE	REV.	DESCRIPTION	BY	CHKD.	APPD.
1	08/25/14	G	ISSUED FOR PERMIT
2	04/27/15	A	CLIENT REVIEW
3	10/15/15	A	ISSUED FOR CONSTRUCTION

GENERAL NOTES

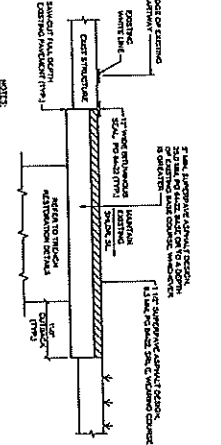
1. REFER TO DRAWING C-701 FOR PAVED ROAD, CEMENTAL, REINFORCED CONCRETE, AND CURB & GUTTER CONSTRUCTION.
2. CONSTRUCTION SHALL MAINTAIN NEW WITH EXISTING COLLECTION SYSTEMS AND EXISTING PAVEMENT.

ENTECH
ENGINEERING

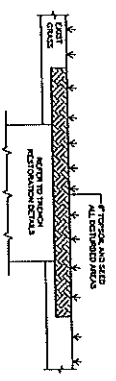
1.800.835.1372
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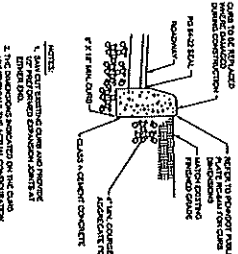
1
SURFACE RESTORATION DETAIL
FOR PAVED ROADWAY
SCALE: 1"=1'-0"



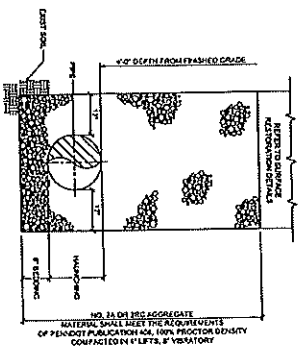
2
SURFACE RESTORATION DETAIL
FOR PAVED SHOULDER
SCALE: 1"=1'-0"



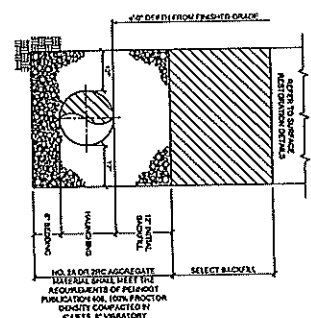
3
SURFACE RESTORATION DETAIL
FOR GRASS AREAS
SCALE: 1"=1'-0"



4
TYPICAL CURB RESTORATION DETAIL
SCALE: 1"=1'-0"



5
TYPICAL AGGREGATE BACKFILL
TRENCH RESTORATION DETAIL
SCALE: 1"=1'-0"



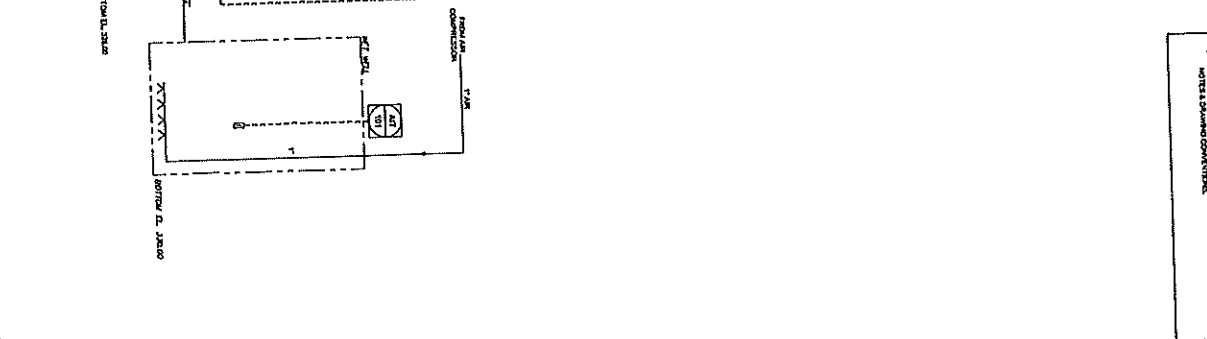
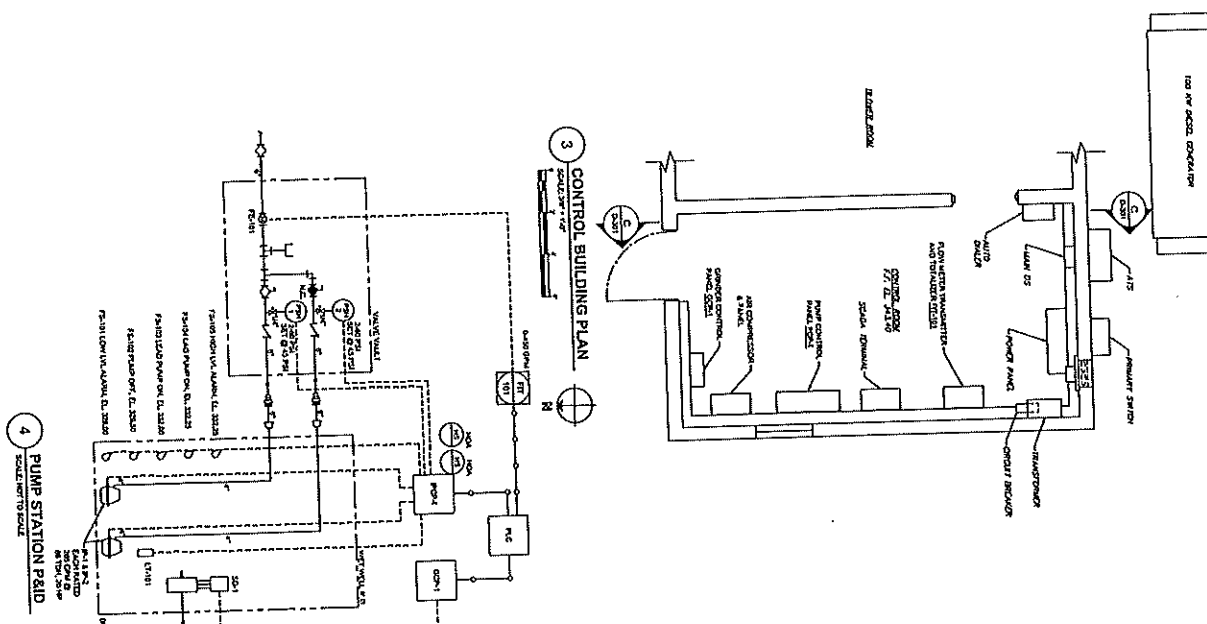
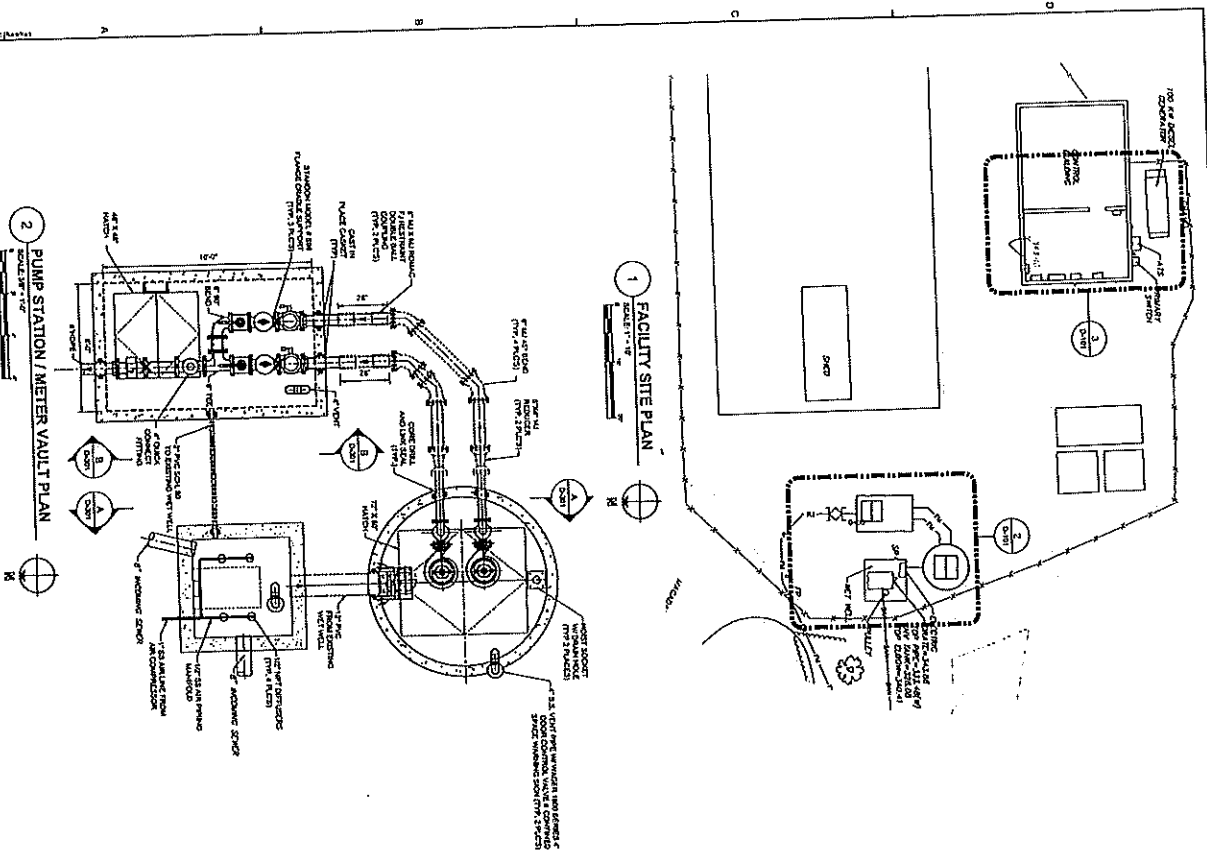
6
TYPICAL SELECT BACKFILL
TRENCH RESTORATION DETAIL
SCALE: 1"=1'-0"

SPRING HILL FARM WWTF PUMP STATION
& SANITARY SEWER FORCE MAIN
CHAUDS FORD & CONCORD TWP, DELAWARE COUNTY, PENNSYLVANIA

CIVIL
RESTORATION DETAILS

NO.	DATE	BY	CHKD BY	APP'D BY	DESCRIPTION
1	01/11/11	AW	AW	AW	DESIGN FOR PAVEMENT
2	01/11/11	AW	AW	AW	DESIGN FOR PAVEMENT
3	01/11/11	AW	AW	AW	DESIGN FOR PAVEMENT
4	01/11/11	AW	AW	AW	DESIGN FOR PAVEMENT
5	01/11/11	AW	AW	AW	DESIGN FOR PAVEMENT
6	01/11/11	AW	AW	AW	DESIGN FOR PAVEMENT
7	01/11/11	AW	AW	AW	DESIGN FOR PAVEMENT
8	01/11/11	AW	AW	AW	DESIGN FOR PAVEMENT
9	01/11/11	AW	AW	AW	DESIGN FOR PAVEMENT
10	01/11/11	AW	AW	AW	DESIGN FOR PAVEMENT

C-701



GENERAL NOTES

1. REFER TO DRAWING FOR ALL DIMENSIONS, ELEVATIONS, AND MATERIALS.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MCGRAW-HILL HANDBOOK OF CIVIL ENGINEERING.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MCGRAW-HILL HANDBOOK OF CIVIL ENGINEERING.

NO.	DATE	REVISION	BY	CHKD.
1	08/15/11	ISSUED FOR PERMIT	J. B. B.	J. B. B.
2	08/15/11	REVISIONS	J. B. B.	J. B. B.
3	08/15/11	REVISIONS	J. B. B.	J. B. B.
4	08/15/11	REVISIONS	J. B. B.	J. B. B.

SPRING HILL FARM WWTF PUMP STATION & SANITARY SEWER FORCE MAIN

CHADDS FORD & CONCORD TWP., DELAWARE COUNTY, PENNSYLVANIA

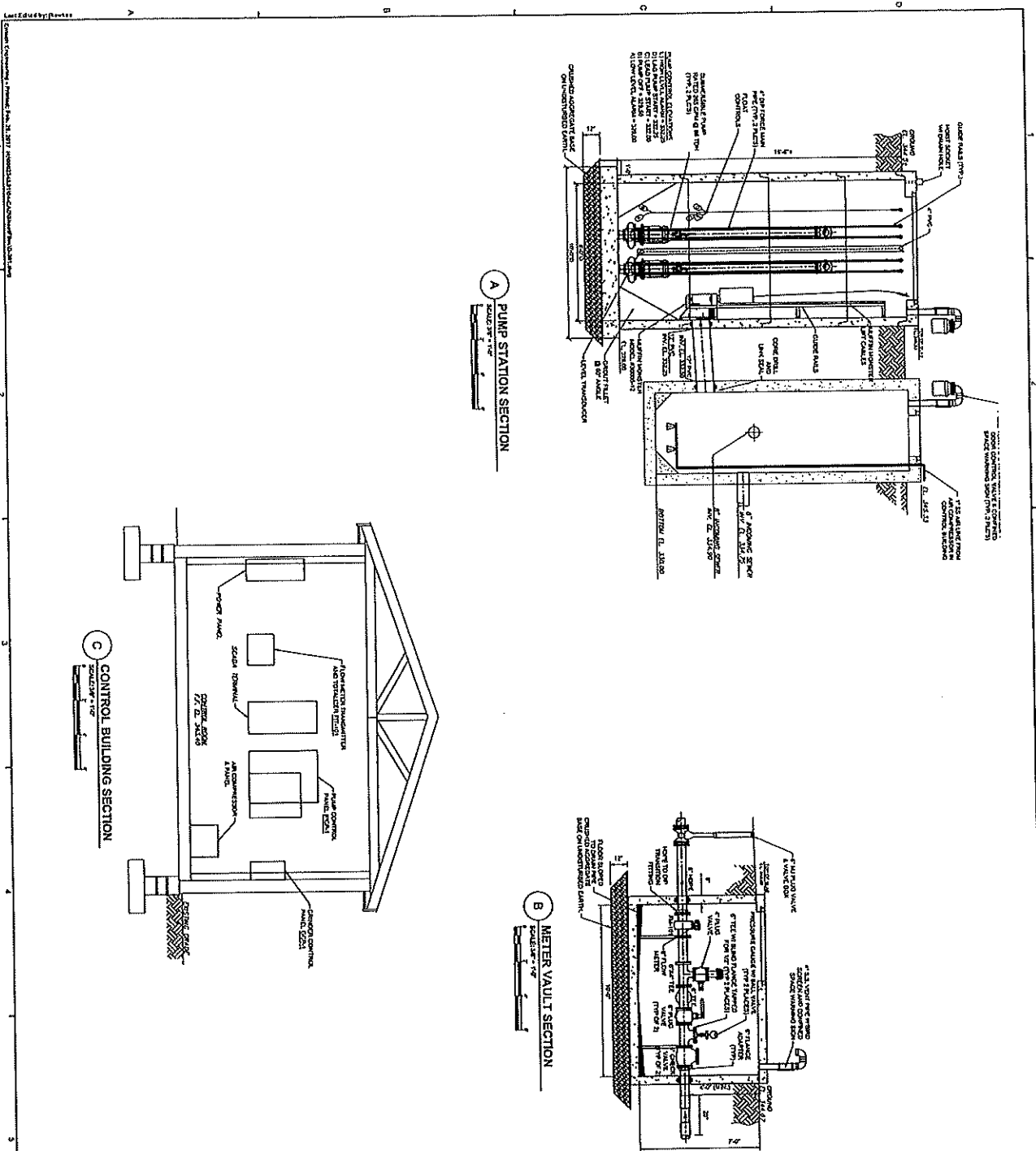
PROCESS

PUMP STATION / METER VAULT / CONTROL BUILDING PLANS AND P&ID

ENTECH ENGINEERING

18700815.1372

www.entechny.com



GENERAL NOTES

1. SEE GENERAL NOTES TO SPECIFICATIONS FOR DETAILS OF CONSTRUCTION.

2. SEE GENERAL NOTES TO SPECIFICATIONS FOR DETAILS OF CONSTRUCTION.

SPRING HILL FARM WWTF PUMP STATION & SANITARY SEWER FORCE MAIN

CHADDS FORD & CONCORD TWP, DELAWARE COUNTY, PENNSYLVANIA

PROCESS

PUMP STATION / METER VAULT / CONTROL BUILDING SECTIONS

D-301

NO.	DATE	REVISION	BY	CHKD.
1	01/15/11	ISSUED FOR PERMIT	WJ	WJ
2	02/01/11	REVISION 1	WJ	WJ
3	02/01/11	REVISION 2	WJ	WJ
4	02/01/11	REVISION 3	WJ	WJ
5	02/01/11	REVISION 4	WJ	WJ
6	02/01/11	REVISION 5	WJ	WJ
7	02/01/11	REVISION 6	WJ	WJ
8	02/01/11	REVISION 7	WJ	WJ
9	02/01/11	REVISION 8	WJ	WJ
10	02/01/11	REVISION 9	WJ	WJ

ENTECH ENGINEERING

1.800.815.1372

www.entechny.com

Exhibit “B”

Easement Agreement

Prepared By and Return To:
Adam G. Marcus, Esq.
Marcus & Hoffman, PC
326 W. State Street
Media, PA 19063
610-565-4660

Folio # _____

EASEMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2018, by and between **SPRINGHILL FARM CONDOMINIUM ASSOCIATION**, a Pennsylvania non-profit corporation with a mailing address of P.O. Box 1119, Chadds Ford, PA 19317 (the "GRANTOR") and **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY**, a Pennsylvania Municipal Authority, with a mailing address of _____ (the "GRANTEE").

WITNESSETH:

WHEREAS, SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION ("SFWTFA") owns and operates a wastewater collection system, treatment facility and plant (collectively, the "Springhill Facilities") currently servicing certain users (the "Generating Users") located in portions of Delaware County, Pennsylvania;

WHEREAS, the DELCORA System (as defined below) will include a new pump station, a portion of which may be constructed on property now owned or leased by GRANTOR as more specifically delineated as the "Easement Area" on the As-Built Plan attached to this Agreement and made a part of hereof as Exhibit A;

WHEREAS, the Springhill Facilities include sanitary sewer mains (exclusive of the laterals) (the "Sewer Mains") as generally shown on the Spring Hill Farm plan attached to this Agreement and made a part of hereof as Exhibit B;

WHEREAS, the GRANTEE is a municipal authority that provides sanitary sewage collection services through various collection and transmission lines constructed throughout Pennsylvania; and

WHEREAS, SFWTFA and GRANTEE have entered into an Agreement of Service whereby GRANTEE will design, construct, finance, operate, monitor, repair, replace and maintain a collection system, pumping station, force main and any other necessary infrastructure (collectively, the "DELCORA System") to enable GRANTEE to collect, treat and convey, via a force main of the PETTINARO PROJECT (as defined in the Agreement of Service), wastewater from the Generating Users to the Concord Township Sewage System for treatment;

WHEREAS, GRANTEE will utilize the Sewer Mains as part of the DELCORA System;

WHEREAS, GRANTEE has requested that GRANTOR grant and convey to GRANTEE a non-exclusive easement for the use of the Sewer Mains and a non-exclusive easement for the use of a portion of GRANTOR'S property for the DELCORA System; and

WHEREAS, GRANTOR is willing to grant such non-exclusive easements and GRANTEE is willing to accept such non-exclusive easements on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the payment to GRANTOR by GRANTEE of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, GRANTOR and GRANTEE hereby agree as follows:

1. The above recitals are incorporated herein by reference as if set forth at length.
2. GRANTOR hereby grants and conveys to GRANTEE a non-exclusive easement in the Sewer Mains for use in the DELCORA System;
3. GRANTOR further grants and conveys to GRANTEE a non-exclusive easement in, on, over, under, across and through the area owned or leased by GRANTOR as delineated in the Plan and Legal Description incorporated in this Agreement and attached hereto as Exhibit A, for the purpose of installing, maintaining, using, repairing and/or replacing the Sewer Mains and/or the DELCORA System. The easement area described in the preceding sentence and the Sewer Mains shall be referred to collectively as the "Easements."
3. The non-exclusive easement rights granted in this Agreement shall be effective so long as the DELCORA System shall continue servicing the Generating Users, and thereafter, the non-exclusive easement rights granted hereunder shall cease.
4. The Easements shall be held, used and owned by GRANTOR and GRANTOR'S respective heirs, successors and assigns under and subject to this Agreement. GRANTOR may continue to use GRANTOR'S Property for all lawful purposes so long as such use does not interfere with or interrupt GRANTEE'S use of the Easement, the maintenance and operation of the DELCORA System and/or GRANTEE'S rights established hereunder.
5. GRANTOR shall not be responsible for the maintenance of the Easements in connection with the exercise of the non-exclusive easement rights granted in this Agreement.
6. This Agreement contains the entire agreement between GRANTOR and GRANTEE with respect to the Easements granted hereby and supersedes all prior discussions, negotiations, communications and agreements whatsoever. This Agreement may only be modified by a writing signed by both parties.
7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving any effect to any Pennsylvania law or other laws

regarding conflicts of law or to any presumption, canon or rule of law requiring or permitting construction against the party who drafted this Agreement.

8. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

9. The non-exclusive easement rights created in this Agreement and the terms and conditions of this Agreement shall run with the land and be binding upon GRANTOR and GRANTOR'S respective heirs, successors and assigns and inure to the benefit of GRANTEE and GRANTEE'S heirs, successors and assigns.

10. GRANTEE agrees to and hereby does indemnify and hold harmless GRANTOR, and GRANTOR'S directors, trustees, officers, agents, servants, employees, contractors and lessees, from any and all damages, suits, claims, demands or injuries resulting from or arising out of GRANTEE'S use and maintenance of the Easements and exercise of any rights granted hereunder; provided, however, that the hold harmless provisions of this Section shall not apply with respect to maintenance and repairs to the DELCORA System or the land comprising the Easement which are required as a result of: (a) SFWTFA's or any of the Generating Users' breach of this Agreement; (b) SFWTFA's or any of the Generating Users' non-compliance with any applicable Standards, Rules and Regulations of Grantee then in effect; (c) SFWTFA's or any of the Generating Users' violation of federal, state or local statutes, ordinances, regulations or procedures applicable to wastewater transportation, treatment and/or disposal; (d) the illegal, intentional and/or negligent act(s) of SFWTFA's or any of the Generating Users; and/or (e) the cost of any environmental remediation required or fine or penalty payable in connection with the Decommissioning of the Springhill Facilities and/or in relation to or as a result of the operation of the Springhill Facilities prior to the Decommissioning thereof, except to the extent such cost, fine and/or penalty arose or resulted from or was related to the negligence or willful misconduct of DELCORA with regard to the Decommissioning.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Accepted and agreed to:

GRANTOR:
SPRINGHILL FARM
CONDOMINIUM ASSOCIATION

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Accepted and agreed to:

GRANTEE:
DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF _____ :

On this _____ day of _____, 2018, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the SPRINGHILL FARM CONDOMINIUM ASSOCIATION and that as such, being authorized to do so, he/she executed the foregoing Easement Agreement and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY and that as such, being authorized to do so, he/she executed the foregoing Easement Agreement and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

EXHIBIT A

AS-BUILT PLAN

Spring Hill Farms

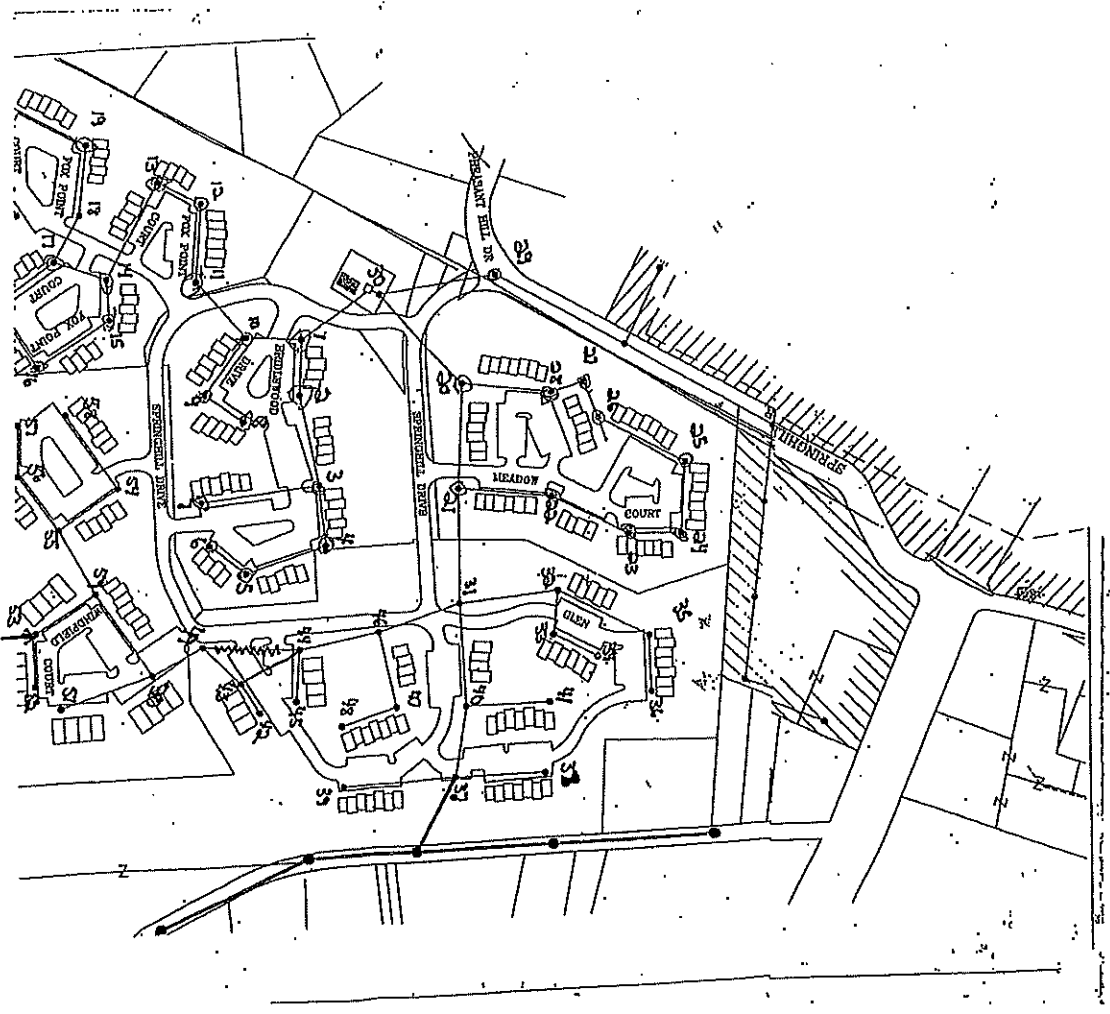
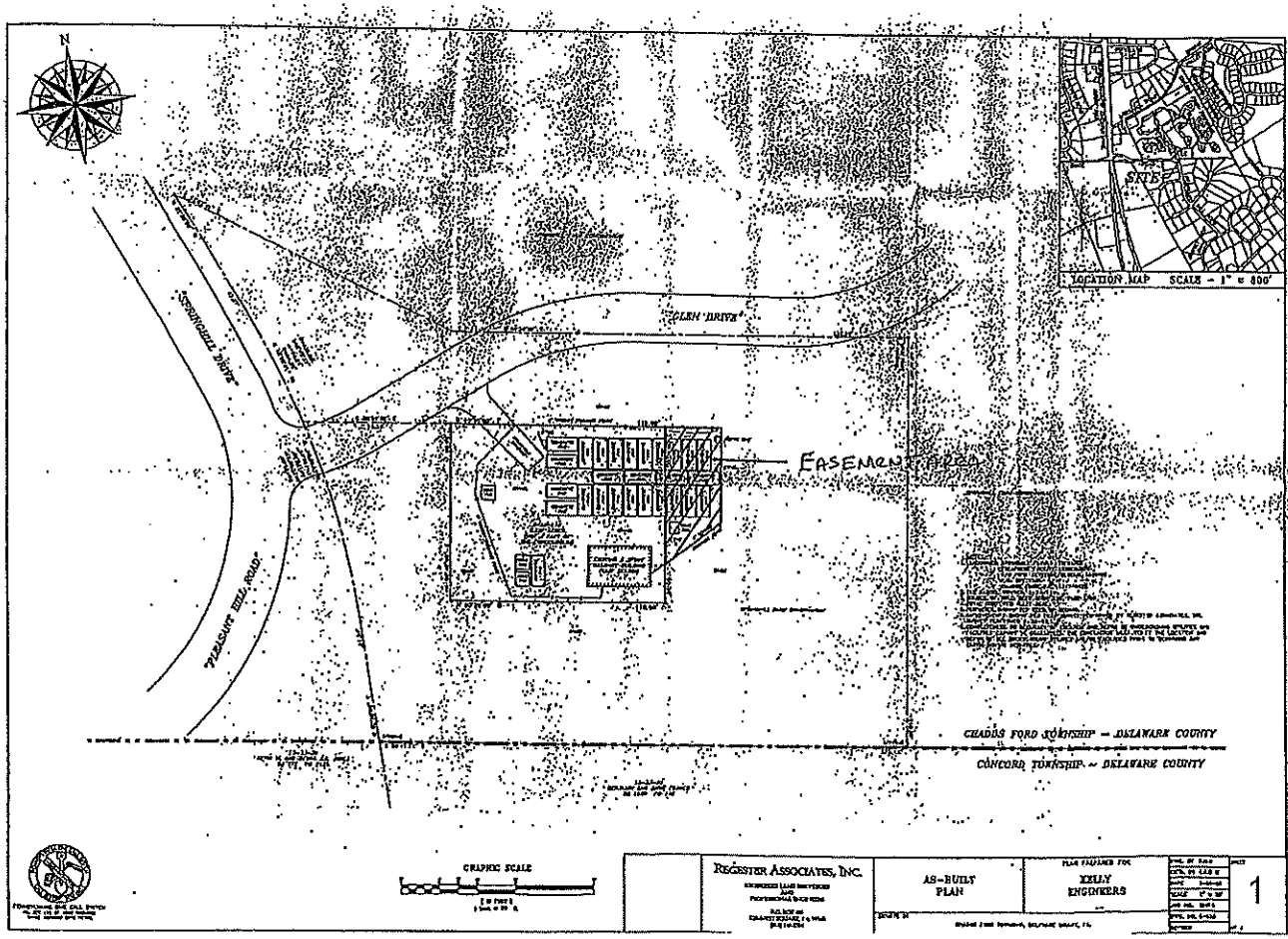


EXHIBIT B

SPRING HILL FARM PLAN



REGISTER ASSOCIATES, INC.
 ENGINEER LUIS MONTES
 PROFESSIONAL SEAL NO. 1000
 100 NEW
 100 NEW

AS-BUILT
 PLAN

PLAN PREPARED FOR
 YELLY
 ENGINEERS

DATE OF PLAN	1
DATE OF LAST REVISION	
DATE OF LAST REVISION	
DATE OF LAST REVISION	
DATE OF LAST REVISION	
DATE OF LAST REVISION	

Exhibit “C”

Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter referred to as "Agreement") is entered into this ____ day of ____, 2018, by and between **SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION**, a Pennsylvania non-profit corporation with a mailing address of P.O. Box 756, Chadds Ford, PA 19317 (the "ASSIGNOR") and **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY**, a Pennsylvania Municipal Authority, with a mailing address of _____ (the "ASSIGNEE").

WHEREAS, the ASSIGNOR owns and operates a wastewater collection system, treatment facility and plant (collectively, the "Springhill Facilities") servicing certain users (the "Generating Users") located in portions of Delaware County, Pennsylvania; and

WHEREAS, the ASSIGNEE is a municipal authority that provides sanitary sewage collection services through various collection and transmission lines constructed throughout Pennsylvania; and

WHEREAS, the ASSIGNOR and ASSIGNEE have entered into an Agreement of Service whereby ASSIGNEE will design, construct, finance, operate, monitor, repair, replace and maintain a collection system, pumping station, and any other necessary infrastructure (collectively, the "DELCORA System") to enable ASSIGNEE to collect, treat and convey, via a force main of the PETTINARO PROJECT (as defined in the Agreement of Service), wastewater from the Generating Users to the Concord Township Sewage System for treatment;

WHEREAS, in connection with the Agreement of Service, the ASSIGNOR wishes to assign to the ASSIGNEE and the ASSIGNEE wishes to accept from the ASSIGNOR, a non-exclusive assignment of certain rights, title and interests regarding the wastewater services the Generating Users are currently receiving from the Springhill Facilities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. **ASSIGNED DOCUMENTS**. ASSIGNOR hereby transfers and assigns to ASSIGNEE and ASSIGNEE hereby accepts from ASSIGNOR, a non-exclusive assignment of all of ASSIGNOR's rights and obligations accruing from and after the date of execution of this Agreement for and under the plans, reports and contracts (collectively, the Assigned Documents") attached to this Agreement as Exhibit A and made a part hereof.

2. **GOVERNING LAW**. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

3. **SUCCESSORS IN INTEREST**. This Agreement and all of the provisions hereof, shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, administrators and permitted assigns of the parties hereto.

4. AMENDMENTS. This Agreement may be amended only in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Accepted and agreed to:

GRANTOR:

**SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION**

Accepted and agreed to:

GRANTEE:

**DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL
AUTHORITY**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF _____ :

On this _____ day of _____, 2018, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION and that as such, being authorized to do so, he/she executed the foregoing Assignment and Assumption Agreement and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2018, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY and that as such, being authorized to do so, he/she executed the foregoing Assignment and Assumption Agreement and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

EXHIBIT “A”

Assigned Documents

RECORDED

- 1-14-93

VOL 1046 PG 1004 et seq

FIRST AMENDMENT TO DEED OF TRUST

This First Amendment to Deed of Trust is made this 30th day of December, 1992, by the SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION, a Pennsylvania non-profit corporation, in its capacity as Trustee under a certain Deed of Trust dated June 21, 1985, and recorded July 3, 1985, in the Recorder of Deeds' Office of Delaware County, Pennsylvania (hereinafter the "Recorder's Office"), at Volume 248, page 2221 et seq. (hereinafter the "Deed of Trust"). Capitalized terms used herein and not otherwise defined hereby shall have the meanings and definitions set forth for such terms in the Deed of Trust.

WHEREAS, the Deed of Trust was entered into for the purpose of, inter alia, providing a mechanism for the establishment and operation of a sanitary sewer system and waste water treatment facility to service certain real estate owned by, and identified in the Deed of Trust as the property of, certain record owners defined as beneficiaries thereunder; and

WHEREAS, a Beneficiary under the Deed of Trust is defined to mean, inter alia, the record owners of Parcel III and "such other record owners of real estate as are unanimously approved by Members and their respective heirs, successors and assigns"; and

WHEREAS, ^{GLEN EAGLE} Parcel III is defined in the Deed of Trust to mean the parcel of land owned by Brinton Partners, a Pennsylvania partnership (hereinafter "Brinton Partners") as described in Exhibit "D" to the Deed of Trust and "any lands contiguous

therewith and thereafter owned by Brinton Partners, its successors and assigns"; and

WHEREAS, by Deed dated February 28, 1989, and recorded in the Recorder's Office in Volume 654, Page 2242, Brinton Partners conveyed that certain real estate described in Exhibit "A" attached hereto, which conveyance included the real estate described in Exhibit "D" to the Deed of Trust, together with a contiguous parcel of land owned by Brinton Partners, to Glen Eagle Square, Inc., a Pennsylvania corporation (hereinafter "Glen Eagle"); and

WHEREAS, Glen Eagle also acquired title to lands described in Exhibit "B" attached hereto, said lands situate south of and contiguous with the lands described in Exhibit "A" hereto; and

WHEREAS, Glen Eagle developed the lands described in Exhibits "A" and "B-1 and B-2" hereto (hereinafter jointly referred to as the "Commercial Property") as a shopping center; and

WHEREAS, First Union Investment Corporation, a North Carolina Corporation (hereinafter "First Union"), is the present owner of the Commercial Property pursuant to a Deed dated July 2, 1992, and recorded in the Recorder's Office in Volume 972 Page 2329; and

WHEREAS, in connection with the said development of the Commercial Property, State Street Development Company, a Pennsylvania corporation, entered into a certain Easement Agreement dated February 28, 1989, with Glen Eagle, said Easement Agreement being recorded in the Recorder's Office in Deed Book 654, Page 2347 (hereinafter the "Easement Agreement"), under the terms of which the owners of the Commercial Property were granted, inter alia, an

easement to allow the sanitary sewer system serving the Commercial Property to tie into and be connected with the Facility and the sanitary sewer system operated by the Trustee subject, however, to certain conditions which include the obligation of the owner of the Commercial Property to be responsible for the payment of the cost to construct, maintain, repair and replace the sanitary sewer system situate on the Commercial Property together with all Sanitary Sewer Lines (as defined in the Easement Agreement) connecting the sanitary sewer system situate on the Commercial Property with the Facility and sanitary sewer system operated by Trustee; and

WHEREAS, pursuant to the Easement Agreement, the sanitary sewer system serving the Commercial Property and the Sanitary Sewer Lines were constructed and connected with the Facility and the sanitary sewer system operated by the Trustee at manhole No. 13 (the "Point of Connection") as shown and designated on a certain sanitary sewer plan prepared by Brandywine Valley Engineers, Inc. dated June 18, 1985, last revised December 30, 1992, which is designated as Plan No. 2-16; and

WHEREAS, the Trustee is named a third party beneficiary to the Easement Agreement; and

WHEREAS, the Trustee permitted the aforesaid connection pursuant to the Easement Agreement even though the record owner of the Commercial Property could not comply with some or all of the conditions precedent to membership status under the Deed of Trust; and

WHEREAS, it is the judgment of the Trustee that amendments to the Deed of Trust may be necessary in order to (i) clarify that the entire Commercial Property is included in the definition of Parcel III, thereby confirming that the record owner of the Commercial Property is a Beneficiary under the Deed of Trust, and (ii) provide a mechanism to achieve the status of Members for any Beneficiary who now utilizes or may hereinafter utilize the Facility without satisfying some or all of the conditions precedent to becoming a Member of the Springhill Farm Wastewater Treatment Facility Association; and

WHEREAS, Section 12 of the Deed of Trust provides for the amendment thereof by the Trustee; and

WHEREAS, it is the judgment of the Trustee that the following amendments to the Deed of Trust are necessary and proper in order to allow the Trustee to carry out the purpose of the Deed of Trust; and

WHEREAS, Trustee has received an opinion from independent counsel that the following amendments are permitted under Section 12 of the Deed of Trust.

WHEREAS, the following amendments to the Deed of Trust have been approved and consented to by (i) the Settlor; (ii) First Union; and (iii) the only Beneficiary which has achieved membership status under the Deed of Trust prior to the date hereof, Springhill Farm Condominium Association by and through its executive board (said approvals and consents are attached hereto marked as Exhibits "C", "D" and "E", respectively and made a part hereof).

NOW THEREFORE, Springhill Farm Wastewater Treatment Facility Association, by and through its undersigned corporate officers, does hereby adopt the following amendments to the aforesaid Deed of Trust:

1. Paragraph d. on page 2 of the Deed of Trust is hereby deleted in its entirety and replaced with new paragraph d. as follows:

d. "Beneficiary" and/or "Beneficiaries" means the record owners of Parcel I, Parcel II, Parcel III, Lot Nos. 67 and 73, and the Marshall Road Lots, or any of them, and such other record owners of real estate as are unanimously approved by Members and their respective heirs, successors and assigns.

2. Paragraph m. on page 4 of the Deed of Trust is hereby deleted in its entirety and replaced with new paragraph m. as follows:

m. "Member" and/or "Members" means (i) those Beneficiaries whose grant of Trust Property has been accepted by Trustee pursuant to this Deed of Trust; and (ii) those Beneficiaries, who, with the consent of the Trustee, and subject to compliance with any reasonable conditions imposed by the Trustee pursuant to Section 16 of this Deed of Trust, tie into and connect with the Facility and the sanitary sewer system operated by the Trustee; all such Beneficiaries thereby automatically being members of the Springhill Farm Wastewater Treatment Facility Association.

3. Paragraph q. on page 5 of the Deed of Trust is hereby deleted in its entirety and replaced with new paragraph q. as follows:

q. "Parcel III" means (i) all that certain parcel of land owned by Brinton Partners and situate in Birmingham Township, Delaware County, Pennsylvania being the same premises conveyed to Brinton Partners by His Eminence, John Cardinal Krol, Archbishop of Philadelphia, in His capacity as Archbishop and not in his personal or individual capacity by Deed dated February 28, 1985 and recorded in the Office in Volume 220, Page 1626, and described in Exhibit "D" attached hereto; (ii) and any lands contiguous therewith and hereafter owned by Brinton Partners or its successors and assigns; and (iii) to the extent not already described herein, all that certain land as described in Exhibit "A" and "B-1 and B-2" to this First Amendment to Deed of Trust dated December 30, 1992.

4. The first sentence in Section 8 on page 16 of the Deed of Trust is hereby deleted in its entirety and replaced with the following sentence:

In the event of any violation of the provisions of this Deed of Trust or any Sanitary Sewer Easement Agreement, or any agreement entered into between Trustee and any Beneficiary pursuant to Section 16(j) hereof, Trustee's Bylaws or the rules and regulations of Trustee, by any Member, Trustee, its successors and assigns, shall have each and all of the rights and remedies which may be provided for in this Deed of Trust, the Trustee's Bylaws, or said rules and regulations, or which may be available at law or in

equity, and may prosecute an action or other proceeding against such defaulting Member, Association, and/or others for enforcement of any lien or for damages or injunction or specific performance, or for Judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief.

The third sentence of Section 8 on page 17 of the Deed of Trust is hereby deleted in its entirety and replaced with the following sentence:

For the purpose of the preceding sentence and the establishment of a lien on a Member's property, such Member's property shall mean (i) for a Member who is part of an Association, such Member's Unit and his percentage interest in any common element, and (ii) for all other Member's the real property serviced by the Facility and owned by such Member.

5. Section 9 of the aforesaid Deed of Trust is hereby deleted in its entirety and replaced with new Section 9 as follows:

The obligation of the payment by Members of the Annual Assessments made against such Members by Trustee shall commence on the first day of the calendar month first following the date (i) of the Sanitary Sewer Easement Agreement between such Member and the Trustee; or (ii) such Member is tied into and connected with the Facility and the sanitary sewer system operated by the Trustee.

6. A new Section numbered as Section 16 is hereby added immediately following Section 15 of the aforesaid Deed of Trust as follows:

16. CONDITIONS FOR BENEFICIARIES TO TIE INTO AND CONNECT WITH THE FACILITY AND SANITARY SEWER SYSTEM WITHOUT TRUSTEE'S ACCEPTANCE OF GRANT OF PROPOSED TRUST PROPERTY

In the event that a Beneficiary does not comply with the provisions of Section 3 hereof relating to conditions of Trustee's acceptance of grant of sanitary sewer facilities and sanitary sewer easements from Beneficiaries, and the Trustee does not accept conveyance of proposed Trust Property, then, notwithstanding any provision in this Deed of Trust to the contrary, a Beneficiary may tie into and connect with the Facility and the sanitary sewer system operated by the Trustee provided that:

(a) the cost to construct, reconstruct, maintain, repair and replace the sanitary sewer system situate on the land of such Beneficiary and the Sanitary Sewer Lines connecting such system to the Facility and the sanitary sewer system operated by Trustee, is borne solely by such Beneficiary;

(b) the cost to connect such Beneficiary to the Facility and sanitary sewer system operated by the Trustee, including without limitation the payment of such tap-in fees as may be charged from time to time, shall be paid by such Beneficiary;

(c) such Beneficiary agrees to pay such Annual Assessments and Special Assessments as may be levied by Trustee from time to time pursuant to this Deed of Trust, and comply with such reasonable rules and regulations as may be adopted by Trustee and in effect from time to time as to which such Beneficiary has received written notice;

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(d) under no circumstances will Trustee be required to commence, carry-on or complete the initial construction or maintenance and repair of any improvements of the sanitary sewer system situate on the land of any such Beneficiary;

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(e) such Beneficiary agrees to indemnify and save harmless Trustee for any loss, cost, damage or expense resulting from (i) the Beneficiary's failure to properly construct, reconstruct, maintain, repair or replace the sanitary sewer system situate on such Beneficiary's property and the Sanitary Sewer Lines connecting such system to the Facility and the sanitary sewer system operated by Trustee except if caused by Trustee's negligence; (ii) any condition within the Beneficiary's sanitary sewer system except if caused by Trustee's negligence; and (iii) the Beneficiary's failure to comply with the reasonable rules and regulations as may be adopted by Trustee and in effect from time to time as to which such Beneficiary has received written notice; provided, however, with respect to the Commercial Property, the aforesaid agreement to indemnify and save harmless Trustee shall not include any loss, cost, damage or expense caused by the discharge of sanitary sewer wastewater from the Marshall Road Lots through the sanitary sewer system located on the Commercial Property or through the Sanitary Sewer Lines connecting such system to the Facility and the sanitary sewer system operated by the Trustee unless such loss, cost, damage or expense is caused by the negligence of such Beneficiary or the failure of such Beneficiary to comply with the terms of the agreement entered into between the

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Trustee and such Beneficiary pursuant to paragraph 16(j) of this agreement;

(f) such Beneficiary agrees to allow such other connections to the sanitary sewer facilities situate on such Beneficiary's land as may be required, in the sole judgment of the Trustee, to allow other Beneficiaries to tie-in to the Facility and the sanitary sewer system operated by the Trustee provided, however, that with respect to the Commercial Property, such other connections shall be limited to the Marshall Road Lots, provided, however, that any obligations or liabilities of the Commercial Property contained herein shall not include any loss, cost, damage or expense caused by the discharge of sanitary sewer wastewater from the Marshall Road Lots through the sanitary sewer system located on the Commercial Property or through the Sanitary Sewer Lines connecting such system to the Facility and the sanitary sewer system operated by the Trustee unless such loss, cost, damage or expense is caused by the negligence of such Beneficiary or the failure of such Beneficiary to comply with the terms of the agreement entered into between the Trustee and such Beneficiary pursuant to paragraph 16(j) of this agreement;

(g) in the sole judgment of the Trustee, the Capacity of the Facility is sufficient to handle, in addition to the present or anticipated needs of the present Members (as determined by Trustee), the estimated number of gallons per day of raw sewage which may be discharged from such Beneficiary's property or such

Beneficiary agrees to pay the cost to increase the Capacity of the Facility;

(h) with respect to lots Nos. 67 and 73, and the Marshall Road Properties, the discharge of sanitary sewer waste water from each such property to the Facility and sanitary sewer system operated by the Trustee shall be limited to one single-family dwelling, being the single-family dwelling erected or to be erected on each such property, provided, however, that a community association or club house type use may, for the purposes of this sub-paragraph, be erected on the Pilkington property, hereinbefore described, and provided further, the Turnbull property, hereinbefore described, and presently zoned Business by the Birmingham Township Zoning Ordinance, may be a non-residential use but the gallons per day of raw sewage which Trustee estimates may be discharged from such Beneficiary's property shall not exceed 150 gallons per day; the aforesaid per day limitation on the Turnbull property shall not apply if such property is owned by Settlor, Brinton Partners, or their successors or assigns;

(i) with respect to the Commercial Property, compliance with the conditions set forth in the Easement Agreement as effected by a certain Release and Waiver Regarding Easement Agreement Restrictions dated December 30, 1992, executed by Settlor and Trustee, provided, however, that the restrictions contained in paragraph B(4) of the Easement Agreement apply only to the sewage generated on the Commercial Property and not to any sewage generated on property other than the Commercial Property but

discharging into the Facility and the sanitary sewer system operated by the Trustee through the sanitary sewer facilities located on the Commercial Property; and

(j) such Beneficiary's agreement to the conditions imposed by the Trustee pursuant to this Section 16 is memorialized in a written agreement in form and substance reasonably satisfactory to Trustee. The said written agreement shall be binding upon the record owner of such Beneficiary and recorded in the Recorder's Office. With respect to the Commercial Property, and contemporaneous with the execution thereof, a written agreement satisfactory to Trustee has been executed by First Union and delivered to Trustee and Trustee hereby confirms that the Commercial Property is a Member of the Springhill Farm Wastewater Treatment Facility Association.

In all respects except as specifically amended hereby the Deed of Trust shall remain the same and in full force and effect. This first amendment shall be effective upon recording in the Recorder's Office.

IN WITNESS WHEREOF, the Trustee has caused this First Amendment to Deed of Trust to be duly executed as of the day and year first written.

TRUSTEE:

SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION

BY:

Walter E. Weber, President

ATTEST:

Paul Walsh, Secretary

COMMONWEALTH OF PENNSYLVANIA:

:SS

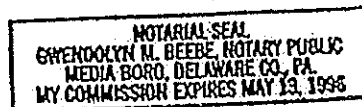
COUNTY OF *Delaware* :

On this, the *30th* day of *December*, 199*2*, before me, the undersigned officer, personally appeared *Mary E. Wente* and *Carol Waler* who acknowledged themselves to be the President and Secretary of Springhill Farm Wastewater Treatment Facility Association, a Pennsylvania corporation, and that they, being authorized to do so, executed the foregoing instrument on behalf of the said corporation for the purposes therein contained.

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

Gwendolyn M. Beebe
NOTARY PUBLIC

My Commission expires:



EXHIBITS

"A" Legal description of real estate conveyed by Deed dated February 28, 1989, between Brinton Partners, a Pennsylvania Partnership and Glen Eagle Square, Inc., a Pennsylvania Corporation.

"B-1" Legal description of additional real estate contiguous with lands of Exhibit "A".

"B-2" Legal description of additional real estate contiguous with lands described in Exhibit "A" and Exhibit "B-1".

"C" Approval and consent of Settlor to amendments to the Deed of Trust.

"D" Approval and consent of First Union to amendments to the Deed of Trust.

"E" Approval and consent of Member to amendments to the Deed of Trust.

ALL THOSE CERTAIN tracts or parcels of land and premises, situate, lying and being in the Townships of Birmingham and Concord, in the County of Delaware and Commonwealth of Pennsylvania, more particularly described as follows:

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Birmingham, County of Delaware and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the middle of the road leading from Brandywine Summit Station to Wilmington and at the distance of 154.00 feet southwardly from the middle line of the road leading from the first mentioned road to Concordville, a corner of land of Josephine Speakman; thence by the last mentioned lands the three following courses and distances South 85 degrees 30 minutes East 208.71 feet, South 04 degrees 30 minutes West 208.71 feet, and North 85 degrees 30 minutes West 208.71 feet to the middle of said Brandywine Summit Road and thence along the middle of the same North 04 degrees 30 minutes East 208.71 feet to the place of beginning.

PREMISES "B"

ALSO ALL THAT CERTAIN tract or piece of land, situate in the Township of Birmingham, County of Delaware and Commonwealth of Pennsylvania, bounded and described according to a survey thereof made by C. M. Broomall, Civil Engineer October 27, 1919 as follows, to wit:

BEGINNING at a point in the middle of the road leading from Brandywine Summit to Wilmington, a corner of lands of John J. McCort, Administrator of the Arch Diocese of Philadelphia; thence

by said land South 85 degrees 55 minutes East 208.71 feet to an iron bar, and North 04 degrees 05 minutes East 208.71 feet to a point in line of lands of Josephine Speakman; thence by the same South 85 degrees 55 minutes East 244.3 feet to the line of lands now or late of E. and S. Hood; thence by the South 13 degrees 04 minutes East 572.8 feet to the northerly side of a right of way leading to the property of the said E. and S. Hood; thence along the northerly side of said right of way North 83 degrees 57 minutes West 276.9 feet and North 77 degrees 10 minutes West 349.6 feet to the middle of the said Wilmington Road thence along the middle of the same North 04 degrees 05 minutes East 275.2 feet to the place of beginning.

EXCEPTING THEREOUT AND THEREFROM

ALL THAT CERTAIN road bed or strip of land situate in the Township of Birmingham, County of Delaware and State of Pennsylvania, being parcel "B" on a subdivision plan of Arlinton Associates, dated 04/19/1985, last revised 05/01/1985, made by Brandywine Valley Engineers, Boothwyn, PA., as follows:

BEGINNING at a point on the east side of U.S. Route 202, said point marking a corner of this parcel and parcel "C" on said plan; thence extending along the said side of U.S. Route 202, North 04 degrees 20 minutes, 34 seconds East 100.04 feet to a point; thence leaving the east side of U.S. Route 202 and extending along the arc of a circle curving to the left, having a radius of 25 feet, the arc distance of 38.62 feet to a point of tangent; thence extending South 84 degrees, 10 minutes East, 75.36 feet to a point of curve; thence extending along the arc of a circle curving to the right, having a radius of 200 feet, the arc distance of 109.37 feet to a point of tangent; thence extending South 52 degrees, 50 minutes East, 120 feet to a point of curve; thence extending along the arc of a circle curving to the left having a radius of 125 feet the arc distance of 60 feet to a point of tangent; thence extending South 80 degrees, 20 minutes East, 223.83 feet to a point; thence extending South 14 degrees 25 minutes East, 42.87 feet to a point; thence extending North 84 degrees, 10 minutes West, 162.42 feet to a point; thence extending North 80 degrees, 20 minutes West, 79.26 feet to a point of curve; thence extending along the arc of a circle curving to the right having a radius of 175 feet the arc distance of 83.99 feet to a point of tangent; thence extending North 52 degrees, 50 minutes West, 120 feet to a point of curve; thence extending along the arc of a circle curving to the left having a radius of 150 feet the arc distance of 82.03 feet to a point of tangent; thence extending North 84 degrees, 10 minutes East, 75.36 feet to a point of curve; thence extending along the arc of a circle curving to the right having a radius of 200 feet, the arc distance of 109.37 feet to a point of tangent; thence extending South 84 degrees, 10 minutes East, 75.36 feet to a point of curve; thence extending along the arc of a circle curving to the left having a radius of 25 feet, the arc distance of 38.62 feet to a point of tangent; thence extending North 04 degrees 20 minutes, 34 seconds East 100.04 feet to the place of beginning.

distance of 39.92 feet to a point of the east side of U.S. Route 202, the point and place of beginning.

BEING Parcel "B" on said plan.

FOLIO 104-00-00338-00

PREMISES "C"

ALL THAT CERTAIN strip of land situate in the Township of Concord, County of Delaware, State of Pennsylvania as shown on a subdivision plan for a portion of Section 12 - "Smithbridge Estates" prepared by Brandywine Valley Engineers, Inc., Consulting Engineers and Land Surveyors, Boothwyn, Pennsylvania dated March 12, 1985 and last revised November 25, 1985 being bounded and described as follows:

BEGINNING at a point in the original title line of Wilmington - West Chester Pike (U.S. Route 202); said point being located along said title line 632.57 feet southwestwardly from a point of intersection of same with the original centerline of Marshall Road; thence from said beginning point South 79 degrees, 16 minutes East, 371.20 feet to a point; thence extending North 19 degrees, 03 minutes, 30 seconds West, 11.07 feet to a point; thence extending along the arc of a circle curving to the left having a radius of 175 feet the arc distance of 27.40 feet to a point of tangent; thence South 84 degrees 29 minutes East, 91.64 feet to a point; thence South 80 degrees 20 minutes East 147 feet to a point; thence North 88 degrees 07 minutes 32 seconds East 246.72 feet to a point; thence North 79 degrees 07 minutes 30 seconds West, 374.49 feet to a point in the bed of the Wilmington - West Chester Pike; thence in the bed of same North 1 degree 55 minutes East, 25.00 feet to the first mentioned point and place of beginning.

CONTAINING an area of 0.303 acres more or less, and BEING Lot #1 on said plan.

FOLIO NO. 13-00-01060-07

BEING (as to Premises "A" and "B") part of the same premises which His Eminence, John Cardinal Krol, Archbishop of Philadelphia by Indenture dated the 28th day of February, 1985 and recorded in Media in the Office for the Recording of Deeds, etc., in and for the County of Delaware in Volume 1230, Page 1626, granted and conveyed unto First Chester Services, Inc., Luren D. Dickinson, Gerald Likala and Steven L. Epp, Co-Partners t/a Brinton Partners, in fee.

AS TO PREMISES "C"

BEING the same premises which Top Ten Associates, (a Pa. Partnership) by Indenture dated the 27th day of February, 1986 and recorded in Media in the Office for the Recording of Deeds, etc., in and for the County of Delaware in Volume 1312, page 2002, granted and conveyed unto Brinton Partners, (a Pa. Partnership) in fee.

ALL THAT CERTAIN tract or parcel of land situate in the Township of Concord, County of Delaware, State of Pennsylvania, as shown on a Plan for V.I.A. Corporation prepared by Brandywine Valley Engineers, Inc., Boothwyn, Pennsylvania, dated October 2, 1967, and revised November 15, 1967, being bounded and described as follows:

BEGINNING at a point in the easterly side of U. S. Route 302 (a/k/a Wilmington-Went Chester Pike), irregular width, at the distance of 13.30 feet measured South 4 degrees 26 minutes 30 seconds West along same from the southerly end of a 15 foot radius round corner, which connects the said side of Route 302 to the southerly side of Springhill Drive, 50 feet wide; thence leaving Route 302 South 78 degrees 52 minutes 30 seconds East 347.26 feet to a point; thence South 12 degrees 05 minutes 11 seconds East 1088.14 feet to a point; thence South 87 degrees 11 minutes 15 seconds West crossing the old centerline of Route 302; 688.36 feet to a point in the easterly side of northbound Route 302, 50 feet wide; thence along same, partly at this width and partly variable width, by the arc of a circle curving to the right, in a northwesterly direction, having a radius of 5992.53 feet an arc distance of 1101.34 feet to a point (chord bearing North 1 degree 15 minutes 40 seconds West, chord distance 1100.98 feet); thence South 78 degrees 52 minutes 30 seconds East 5.04 feet to the first-mentioned point and place of beginning.

CONTAINING an area of 12.567 Acres, more or less.

Excepting therefrom, that portion of ground between the old centerline of Route 302 and the present easterly right of way line of same, as shown on the aforementioned Plan.

FOLIO # 13-20-01050-0P

THAT CERTAIN parcel of land situated in the Township of Coudersport, County of Delaware, State of Pennsylvania, being bounded and described as follows:

BEGINNING at a point on the Easterly side of the Northbound Lane of U.S. Route 102 (Wilmington-Wheat Chester Pike); said point being a corner of lands of Allisan Associates, a Pennsylvania General Partnership and those herein described; THENCE along said side of U.S. Route 102 on the arc of a circle curving to the right in a Northerly direction with a radius of six thousand eight hundred ninety-two and fifty-three one hundredths feet the distance of five hundred thirteen and sixty-one one-hundredths feet to a point; THENCE leaving said side of U.S. Route 102 along lands now or late of Keeler the following two courses and distances: (1) South Ten degrees Forty-five minutes East the distance of One Hundred Thirty-nine and seventy-eight one-hundredths feet to a point; (2) THENCE South Four degrees Forty-three minutes Twenty-two seconds East the distance of a three hundred twenty-five and Twenty-one one-hundredths feet to a point; THENCE along lands of the Allisan Associates, a Pennsylvania General Partnership South Eighty-seven degrees Ten minutes Twenty-one seconds East the distance of Twenty-four and Ninety-seven one-hundredths feet to a point on the Easterly side of U.S. Route 102, being the point and place of BEGINNING.

Containing 0.244 acres of land more or less.

ALL THAT CERTAIN tract or parcel of land, situate in the Township of Conover, County of Delaware, State of Pennsylvania, as shown on a subdivision plan for a portion of Section 22 of said Township Estates prepared by Grandview Valley Engineers, Inc., Gettysburg, PA, dated March 12, 1963 and revised January 28, 1966, being bounded and described as follows:

BEGINNING at a point in the westerly side of Pleasant Hill Road, 30 feet wide; at the distance of 133 feet measured North 8 degrees 30 minutes East along the extension of same from its intersection with the extension of the northerly side of 8th Street, 30 feet wide; THENCE, leaving Pleasant Hill Road North 8 degrees 30 minutes West 344.87 feet to a point; THENCE South 9 degrees 08 minutes West 188.41 feet to a point in the northerly side of said 8th Street; THENCE along same South 71 degrees 48 minutes West 75.20 feet to a point of curve; THENCE along the arc

of a circle, curving to the left, having a radius of 80 000.00 feet and distance of 66.06 feet to a point; THENCE leaving same South 84 degrees 02 minutes 50 seconds West 234.58 feet to a point; THENCE North 19 degrees 03 minutes 30 seconds West 445 feet to a point; THENCE South 80 degrees 07 minutes 32 seconds East 246.72 feet to a point in the southerly side of Springhill Drive, 50 feet wide; THENCE along same South 80 degrees 20 minutes East 195.79 feet to a point; THENCE leaving Springhill Drive South 2 degrees 40 minutes East 207.09 feet to a point; THENCE South 27 degrees 30 minutes East 230.70 feet to a point in the east side of Pleasant Hill Road; THENCE along same South 8 degrees 30 minutes West 72.00 feet to the first mentioned point and place of Beginning.

Containing an area of 7.99 acres.

APPROVAL AND CONSENT OF SETTLOR

STATE STREET DEVELOPMENT COMPANY, a Pennsylvania corporation, hereby approves and consents to the First Amendment to Deed of Trust dated December 30, 1992, by the Springhill Farm Waste Water Treatment Facility Association. A true and correct executed copy of this Approval and Consent of Settlor shall be attached as Exhibit "C" to the First Amendment to Deed of Trust and become a part thereof.

STATE STREET DEVELOPMENT COMPANY

BY:

Donald C. Purdy

ATTEST:

Steph M. Hines

Date: December 30, 1992

APPROVAL AND CONSENT OF RECORD OWNER OF COMMERCIAL PROPERTY

FIRST UNION INVESTMENT CORPORATION, a North Carolina corporation, hereby approves and consents to the First Amendment to Deed of Trust dated December 30, 1992, by the Springhill Farm Waste Water Treatment Facility Association. A true and correct executed copy of this Approval and Consent of Owner of Commercial Property or shall be attached as Exhibit "D" to the First Amendment to Deed of Trust and become a part thereof.

FIRST UNION INVESTMENT CORPORATION

BY: Bailan M. SmalleyATTEST: W. H. Smith SecretaryDate: December 31, 1992

APPROVAL AND CONSENT OF MEMBER

SPRINGHILL FARM CONDOMINIUM ASSOCIATION, a Pennsylvania unincorporated association, hereby approves and consents to the First Amendment to Deed of Trust dated December 30, 1992, by the Springhill Farm Waste Water Treatment Facility Association. A true and correct executed copy of this Approval and Consent of Member shall be attached as Exhibit "E" to the First Amendment to Deed of Trust and become a part thereof.

SPRINGHILL FARM CONDOMINIUM
ASSOCIATION

BY: _____

ATTEST: _____

Date: 12/30/92

SECOND AMENDMENT TO DEED OF TRUST

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Aik

This Second Amendment to Deed of Trust is made this 20th day of November, 1997, by the SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION, a Pennsylvania non-profit corporation, in its capacity as Trustee under a certain Deed of Trust dated June 21, 1985, and recorded July 3, 1985 in the Recorder of Deeds' Office of Delaware County, Pennsylvania (hereinafter the "Recorder's Office") at Volume 248, Page 2221 et seq. (the "Original Deed of Trust"), as amended by that First Amendment to Deed of Trust dated December 30, 1992 and recorded on January 14, 1993, in the Recorder's Office at Volume 1046, Page 1009 et seq. (hereinafter collectively, the "Deed of Trust"). Capitalized terms used herein and not otherwise defined hereby shall have the meanings and definitions set forth for such terms in the Deed of Trust.

WHEREAS, the Deed of Trust was entered into for the purpose of, inter alia, providing a mechanism for the establishment and operation of a sanitary sewer system and wastewater treatment facility to service real estate owned by, and identified in the Deed of Trust as property of, certain record owners defined as Beneficiaries thereunder; and

WHEREAS, under the Deed of Trust, the Beneficiaries are required to pay such Annual Assessments and Special Assessments as may be levied by Trustee from time to time pursuant to the Deed of Trust; and

WHEREAS, it has come to the attention of the Trustee that the allocation of the cost and expense to operate the Facility between Glen Eagle Center Limited Partnership ("Glen Eagle"), a Non-Residential User of the Facility, and the Residential Users of the Facility, including members of the Springhill Farm Condominium Association (the "Homeowners' Association") and certain other Users (the "Other Users"), does not correspond with the respective usage of the Facility by those parties and is therefore inappropriate; and

WHEREAS, it is the judgment of the Trustee that amendments to the Deed of Trust are necessary to implement an appropriate billing arrangement; and

WHEREAS, Section 12 of the Deed of Trust provides for the amendment thereof by Trustee; and

WHEREAS, it is the judgment of Trustee that the following amendments to the Deed of Trust are necessary and proper in order to allow the Trustee to carry out the purpose of the Deed of Trust; and

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STEWART, 11111
900 West Valley Rd
Wayne, PA 19087

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WHEREAS, the following amendments to the Deed of Trust have been approved and consented to by (i) the Trustee; (ii) Glen Eagle (iii) the Homeowners' Association; and (iv) the Other Users (said approvals and consents are attached hereto as Exhibits A, B, C and D, respectively and made a part hereof).

NOW THEREFORE, Springhill Farm Wastewater Treatment Facility Association, by and through its undersigned Directors, does hereby adopt the following amendments to the Deed of Trust:

1. Paragraph e. on page 15 of the Original Deed of Trust is hereby deleted in its entirety and replaced by the following:

"(e) To determine an annual budget for the operation of the Trust and payment of all Operating Costs and establish an Annual Assessment against all Members. If the funds collected through an Annual Assessment are insufficient to cover the actual Operating Costs for that fiscal year, Trustee shall have the power either to make up such shortfall through adjustments to the following year's Annual Assessment or to levy one or more Special Assessments against all Members. All Annual Assessments shall be determined and billed as set forth below in Paragraphs 6A, 6B and 6C. All Special Assessments shall be allocated based upon the billing allocation for the then most recent Annual Assessment except that, if a Special Assessment is made between January 1, 1998 and the issuance of the Annual Assessment for Calendar Year 1998, any portion of that Special Assessment attributable to activity during Calendar Year 1998 shall be allocated as set forth in Paragraph 6B based upon the water usage records from the Chester Water Authority for the most recent 12 month period for which such records are then available."

2. In Paragraph n. on page 4 of the Original Deed of Trust, insert "the sludge removal costs attributable to the Sludge Baseline Amount," after the words "insurance premiums."

3. Paragraph 6 on pages 15-16 of the Original Deed of Trust is hereby renumbered as Paragraph 6A, is renamed as "DETERMINATION OF ANNUAL ASSESSMENTS PRIOR TO 1998", and is hereby made applicable solely to Calendar Years prior to 1998.

4. A new Paragraph 6B entitled "DETERMINATION OF ASSESSMENTS BEGINNING 1998" is inserted into the Deed of Trust following Paragraph 6A and shall read as follows:

"6B. DETERMINATION OF ASSESSMENTS BEGINNING 1998

Beginning with Calendar Year 1998 (January 1, 1998 through December 31, 1998), and for all subsequent Calendar Years, Trustee shall determine the Annual Assessment as follows:

1. Water Usage Assessments. Trustee shall obtain actual water usage records from the Chester Water Authority for each Member for the Calendar Year preceding the Calendar Year at issue, except that Trustee may reasonably estimate water usage for Members using water supply wells. Trustee shall then classify the principal use of each Member's property as either Residential or Non-Residential. Trustee shall then make an Annual Assessment against each User. To determine the Annual Assessment, the total actual water use for all Users shall be totaled. If the total actual water use by all Users during any Calendar Year is less than the total actual volume of wastewater treated by the Facility, the difference shall be attributable to Infiltration and Inflow ("I & I") in the collection system and the responsibility therefor shall be allocated between the Non-Residential Users and Residential Users based upon the relative length of sewer mains serving each category (currently 18% to Glen Eagle and 82% to the Residential Users). The allocation of I & I shall be added to the actual water use of each Member. Trustee shall then make an Annual Assessment against each Non-Residential User equal to the result obtained by multiplying the budgeted Operating Costs for the Calendar Year at issue by a fraction, the numerator which shall be the actual water use by the Non-Residential user (as adjusted for I & I) during the preceding Calendar Year and the denominator of which shall be the total actual volume of wastewater treated by the Facility for the preceding Calendar Year. Trustee shall then total all Annual Assessments attributable to Members classified as Non-Residential Users and subtract that sum from the budgeted Operating Costs. The result obtained shall equal the total Residential Users portion of the budgeted Operating Costs. The Annual Assessment of a Member classified as a Residential User shall equal the result obtained by dividing the total Residential Users portion of the budgeted Operating Costs by the total number of Members classified as Residential Users. Any Special Assessment shall be allocated among members based upon the allocation employed in connection with the then most recent Annual Assessment.

2. Sludge Surcharge. In the event that more than 100,000 gallons of sludge (the "Sludge Baseline Amount") is produced as a by-product of operating the Facility in any calendar year (such sludge in excess of the Sludge Baseline Amount being referred to as "Excess Sludge"), the Trustee shall have the right to add to the Annual Assessment of any Member a surcharge equal to such Member's Share of the cost incurred by the Trustee in disposing of the Excess Sludge. This surcharge is in addition to and not in conflict with any corrective action that may be required under any of the applicable Easement Agreements of even date herewith. The Sludge Baseline Amount shall be adjusted to reflect the addition of any Members who begin discharging into the Facility after 1997. For purposes of this Section 6B(2), a "Member's Share" shall equal the portion of the Excess Sludge reasonably and fairly determined by the Trustee to be allocable to the wastewater generated from such Member's property. In determining a Member's Share for any year, the Trustee shall take into account:

- (a) the quality of wastewater generated from such Member's property in such year (when sampled and analyzed not more than 6 times per calendar year by methods and at locations which yield data that is representative of average wastewater flow characteristics), and shall allocate to any Member responsibility for a portion of the Excess Sludge for such year only if and to the extent that the BOD₅, TSS and/or Oil and Grease in the wastewater generated from such Member's property in such year exceed the levels for such parameters in the wastewater generated by that Member in 1997 (and thus more apt to produce sludge as a by-product of its treatment); and
- (b) the discharges of any Members who begin discharging into the Facility after 1997 (and the Trustee shall ensure that no Members who began discharging into the Facility in 1997 or prior years are assessed on account of sludge produced as a by-product of treating wastewater discharged by Members who begin discharging into the Facility after 1997).

5. A new Paragraph 6C entitled "BILLING PROCEDURES FOR NON-RESIDENTIAL USERS" is inserted into the Deed of Trust following Paragraph 6B and shall read as follows:

"6C. BILLING PROCEDURES FOR NON-RESIDENTIAL USERS

Any Non-Residential User that is a landlord with respect to property serviced by the Facility may request that the Trustee generate individual assessments for each tenant utilizing the Facility. Upon such request, the following billing procedures shall apply:

The requesting Non-Residential User shall provide the Trustee with the name and address of each such tenant. Upon such request, the Trustee shall obtain actual water usage records from the Chester Water Authority for each identified tenant (and water use by the landlord not attributable to identified tenants) for the twelve (12) month Calendar Year preceding the Calendar Year at issue. The reasonable cost of obtaining such records and preparing individual bills shall be borne by the requesting Non-Residential User and shall be added to the Annual Assessment made against the Non-Residential User under Paragraphs 6A and 6B above. The Trustee shall then allocate the Annual Assessment (including the Sludge Surcharge, if any) attributable to the Non-Residential User among each identified tenant and the landlord in proportion to the actual water usage (as adjusted for infiltration and inflow) by the identified tenants and the landlord, and the Trustee shall generate and provide to the Non-Residential User individual bills on a quarterly basis for each such tenant and the landlord. Notwithstanding the Trustee's preparation of individual bills, the Non-Residential User will be solely responsible for presenting such bills to the tenants and for collecting all amounts due from the tenants. The Non-Residential User also shall be solely responsible for paying in full to the Trustee the Annual Assessment determined under Paragraphs 6A, 6B and 6C, and the inability of the Non-Residential User to collect any amount due and owing from individual tenants shall not reduce or otherwise limit the Non-Residential User's obligation to pay in full to the Trustee the Annual Assessment made against the Non-Residential under Paragraphs 6A, 6B and 6C. No additional costs related to these billing procedures for Non-Residential Users shall be imposed on any Residential Users.

6. Paragraph 13 of the Original Deed of Trust is hereby deleted in its entirety and replaced by the following:

Trust shall continue for a period of twenty (20) years and thereafter for successive periods of ten (10) years unless terminated by an affirmative vote of one hundred percent (100%) of the Beneficiaries (based on a vote for each lot or condominium unit) in writing.

7. Paragraph 14 of the Original Deed of Trust is hereby deleted in its entirety and replaced by the following:

Upon termination of the Trust for any reason, the Trust Properties and all other property held in Trust hereunder, including any proceeds of Trust Properties, shall be transferred and conveyed to the Members in proportion to the most recently calculated and paid allocation under Paragraph 6B.

In all respects except as specifically amended hereby the Deed of Trust shall remain unmodified and in full force and effect. This Second Amendment shall be effective upon recording in the Recorder's Office.

IN WITNESS WHEREOF, the Trustee has caused this Second Amendment to Deed of Trust to be duly executed as of the date first above written.

TRUSTEE:

SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION

BY: Todd Owen
Director

BY: Robert H. Fisher
Director

APPROVAL AND CONSENT

The Springhill Farm Wastewater Treatment Facility Association, by its duly appointed Directors, does hereby approve and consent to the Second Amendment to Deed of Trust dated November 20, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "A" to the Second Amendment to Deed of Trust and become a part thereof.

TRUSTEE:

SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION

BY: Todd Owen
Director

BY: Robert J. Lub
Director

APPROVAL AND CONSENT

Glen Eagle Center Limited Partnership, by its General Partner, does hereby approve and consent to the Second Amendment to Deed of Trust dated November 10, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "B" to the Second Amendment to Deed of Trust and become a part thereof.

GLEN EAGLE CENTER LIMITED PARTNERSHIP

By: GECLP Holding Corporation
General Partner

By: Peter Diana
Peter Diana
Asst. Secretary
Herewith Duty Authorized

APPROVAL AND CONSENT

The Springhill Farm Condominium Association does hereby approve and consent to the Second Amendment to Deed of Trust dated November ~~10~~¹¹, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "C" to the Second Amendment to Deed of Trust and become a part thereof.

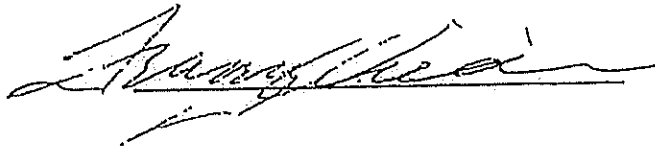
SPRINGHILL FARM CONDOMINIUM ASSOCIATION

By: Ronald Peters
Name:
Title: President S.H.F.

By: RWT-John
Name:
Title: Vice President S.H.F.

APPROVAL AND CONSENT

Dr. Frank Wiedemann, D.M.D. does hereby approve and consent to the Second Amendment to Deed of Trust dated November 20, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "D" to the Second Amendment to Deed of Trust and become a part thereof.

A handwritten signature in cursive script, appearing to read "Frank Wiedemann", is written over a horizontal line.

APPROVAL AND CONSENT

Debra J. Russo and Kevin W. Jones do hereby approve and consent to the Second Amendment to Deed of Trust dated November 20, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "D" to the Second Amendment to Deed of Trust and become a part thereof.

Kevin W. Jones

Debra J. Russo

APPROVAL AND CONSENT

Joseph W. and S. Brooke Bonaduce do hereby approve and consent to the Second Amendment to Deed of Trust dated November 10, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "D" to the Second Amendment to Deed of Trust and become a part thereof.

Joseph W Bonaduce

S. Brooke Bonaduce

APPROVAL AND CONSENT

Lilly Forwood does hereby approve and consent to the Second Amendment to Deed of Trust dated November 20, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "D" to the Second Amendment to Deed of Trust and become a part thereof.

Lillie M. Forwood

APPROVAL AND CONSENT

Harold F. Jr. and

Helen Read does hereby approve and consent to the Second Amendment to Deed of Trust dated November 20, 1997. A true and correct executed copy of this Approval and Consent shall be attached as Exhibit "D" to the Second Amendment to Deed of Trust and become a part thereof.

Harold F. Jr.

Helen Read

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

On this, the 24th day of November, 1997, before me, the undersigned officer, personally appeared Todd Duerr and Robert Jordan who acknowledged themselves to be the sole Directors of the Springhill Farm Wastewater Treatment Facility Association, a corporation, and that they, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as Directors.

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

Jean A. Hall
Notary Public

My Commission Expires:

NOTARIAL SEAL
JEAN A. HALL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 15, 2000

DEED OF TRUST

THIS DEED OF TRUST made this 21st day of June, 1985, by and between STATE STREET DEVELOPMENT COMPANY, a Pennsylvania corporation, ("Settlor") and SPRINGHILL FARM WASTE WATER TREATMENT FACILITY ASSOCIATION, a Pennsylvania non-profit corporation ("Trustee").

RECORDED
JUN 24 1985

JUN 24 1985

WITNESSETH:

DEFINED TERMS

The following terms shall have the following specific meanings in this Deed of Trust:

a. "Annual Assessment" means a Member's individual share of the Operating Costs for each fiscal year of the Trust, as reflected in the budget adopted by the Board of Directors for such year.

b. "Approved Utility Plans" means sanitary sewer plans and specifications which have been approved by Trustee and all governmental agencies having jurisdiction thereover, including by way of illustration and not limitation, Birmingham Township, Delaware County, Pennsylvania (as to property in such Township), Concord Township, Delaware County, Pennsylvania (as to property in such Township), Delaware County, Pennsylvania, and D.E.R.

c. "Association" means Homeowner or Condominium Associations created by any Declaration and having the responsibility, among other things, for assessing against and collecting from the Members who are part of such Associations, such Member's Annual Assessment.

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d. "Beneficiary" means the record owners of Parcel I, Parcel II, Parcel III, Lot Nos. 67 and 73, and the Marshall Road Lots, or any of them, and such other record owners of real estate as are unanimously approved by Members and their respective heirs, successors and assigns.

e. "Board of Directors" means the Board of Directors of the Trustee.

f. "Capacity of the Facility" means the number of gallons per day of treated affluent that the Facility is, at any given time, capable of discharging.

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g. "Capacity Requirement of the Non-Residential User" means the estimated number of gallons per day of raw sewage which Trustee determines may be discharged from a Member's property used for a non-residential purpose.

h. "D.E.R." means the Commonwealth of Pennsylvania Department of Environmental Resources Bureau of Water Quality Management and its successors.

i. "Declaration" means any Declaration of Covenants establishing a Homeowner Association or Declaration of Condominium Ownership filed with respect to all or any portion of the Parcels I, II, and III.

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j. "Facility" means that portion of Parcel I shown on the Subdivision Plan as the waste water treatment area and described in Exhibit "A" attached hereto together with the waste water treatment plant (buildings and equipment) erected or to be erected thereon.

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k. "Lot Nos. 67 and 73" means Lot No. 67 and 73, Smithbridge Estates, Concord Township, Delaware County, Pennsylvania, provided: (a) lots 67 and 73 are part of an approved subdivision plan creating a fifty foot right-of-way for access from Parcel I to U.S. Route 202; and (b) such access is granted and conveyed to Settlor, its successors or assigns. Otherwise, such lots are not Beneficiaries.

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1. "Marshall Road Lots" means the following parcels of land situate on Marshall Road in Birmingham Township, Delaware County, Pennsylvania: (a) property owned by Robert Turnbull, being the same premises conveyed to Robert Turnbull by Harry F. Naughton and Marie K. Naughton, his wife, by Deed dated August 21, 1981, and recorded in the Recorder of Deeds Office of Delaware County, (the "Office"), in Deed Book 2796, page 523; (b) property owned by Lillie M. Forwood, being the same premises conveyed to Lillie M. Forwood by Edward I. Quigley by Deed dated October 13, 1945, and recorded in the Office, in Deed Book 1318, page 244; (c) property owned by William M. and Evelyn E. Forwood, his wife, being the same premises conveyed to William M. and Evelyn E. Forwood, his wife, by Edward I. Quigley by Deed dated January 31, 1931, and recorded in the Office in Deed Book 885, page 590; (d) property owned by Dennis J. Carey and Susan E. Carey, his wife, being the same premises conveyed to Dennis J. Carey and Susan E. Carey, his wife, by Philadelphia Electric Company, by Deed dated July 12, 1984, and recorded in the Office

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in Vol. 176, page 266; (e) property owned by Thomas B. Pilkington and Anna T. Pilkington, his wife, being the same premises conveyed to Thomas B. Pilkington and Anna T. Pilkington, his wife, by Anna T. Pilkington and Thomas B. Pilkington, by Deed dated November 16, 1966, and recorded in the Office in Deed Book 2256, page 641.

m. "Members" means those Beneficiaries whose grant of Trust Property has been accepted by Trustee pursuant to this Deed of Trust, all such Beneficiary's thereby automatically being members of the Springhill Farm Wastewater Treatment Association.

n. "Operating Costs" means all costs, expenses, fees, and charges associated with the administration of this Trust, and the ownership, operation, maintenance, repair, and replacement of the Trust Property, as the same may be expanded from time to time, together with reserves for repair and replacement, including by way of illustration, and not limitation, Trustees counsel, engineering, architectural, and accounting fees, real estate taxes, insurance premiums, and generally all other costs and expenses incurred or anticipated to be incurred by Trustee in the performance of its responsibilities under this Deed of Trust.

o. "Parcel I" means all those certain parcels of land situate in Birmingham Township, Delaware County, Pennsylvania, as to part, being the same premises conveyed to Settlor by Irving L. Yalisove and Anna Yalisove ("Yalisove") by Deeds dated November 29, 1984, and June 21, 1985, and recorded in the Office in Vol.

202, Page 2228, and Vol. 246, page 750, and as to part, being the same premises conveyed to Settlor from S. Stanton Miller, Jr., Attorney-in-Fact for William E. Byers, et al, co-partners t/a Top Ten Associates, a Pennsylvania partnership under Power of Attorney recorded in Deed Book No. 2766, Page 590, by Deed dated November 29, 1984 and recorded in the Office in Vol. 202, Page 2233, shown as Village I and II on the Subdivision Plan, and described in Exhibit "B" attached hereto.

p. "Parcel II" means the land owned by Irving L. Yalisove as shown on the Subdivision Plan and described in Exhibit "C" attached hereto.

q. "Parcel III" means all that certain parcel of land owned by Brinton Partners and situate in Birmingham Township, Delaware County, Pennsylvania being the same premises conveyed to Brinton Partners by His Eminence, John Cardinal Krol, Archbishop of Philadelphia, in His capacity as Archbishop and not in his personal or individual capacity by Deed dated February 28, 1985 and recorded in the Office in Vol. 0220, Page 1626, and described in Exhibit "D" attached hereto, and any lands contiguous therewith and hereafter owned by Brinton Partners, its successors and assigns.

r. "Sanitary Sewer Easement Agreement" means the sanitary sewer easements or cross easement agreements which may from time to time be entered into between a Beneficiary and the Trustee under and pursuant to the terms of this Deed of Trust.

s. "Special Assessment" means a Member's share of any assessment for Operating Costs incurred by Trustee pursuant to the exercise of its powers and duties under this Deed of Trust, or any other charge or cost that the Board of Directors is authorized to levy against Members in addition to the Annual Assessment.

t. "Subdivision Plan" means a comprehensive Plan of Villages, Springhill Farm, dated November 21, 1984, and revised June 19, 1985, prepared by Brandywine Valley Engineers, Inc., Civil Engineers and Land Surveyors, Boothwyn, PA.

u. "Trust Property" means (i) the Facility, easements and sanitary sewers constructed or to be constructed therein conveyed to and accepted by the Trustee, by Deed or Sanitary Sewer Easement Agreements, and (ii) all sums assessed or which may be assessed by Trustee against the Members, pursuant to this Deed of Trust and/or the Sanitary Sewer Easement Agreement.

THE BACKGROUND OF THIS DEED OF TRUST IS AS FOLLOWS:

A. Settlor intends to develop all or any portion of Parcel I as a residential community and submit such property or any portion thereof to the condominium form of ownership thereby creating the Springhill Farm Condominium; and

B. Settlor may purchase all or any portion of Parcel II and add all or any portion of such property to the Springhill Farm Condominium, or such property may be developed independent of said condominium as a separate and distinct Association; and

C. There are no public sewers available to serve the real estate owned and herein identified as the property of the Beneficiaries; and

D. Settlor has constructed sanitary sewers and a waste water treatment facility for the immediate benefit of Parcel I and anticipates that, as the other properties hereinbefore identified are developed, the owners of such property, including Settlor, may desire to tie into the sanitary sewer lines constructed on Parcel I and discharge waste water into the Facility; and

E. Settlor intends to transfer title to the Facility to Trustee to provide (i) a mechanism for the ownership, operation, maintenance, repair, replacement, and expansion of the Trust Property for the mutual and proper use, benefit, and enjoyment of the Beneficiaries, and (ii) the terms and conditions of the Sanitary Sewer Easement Agreements as the properties owned by the Beneficiaries and described in paragraph B above, are developed; and

F. Settlor intends that any Association which may be established with respect to any property owned by a Beneficiary and hereinbefore identified shall have the responsibility, among other things, for assessing against and collecting from its membership, all Annual Assessments and such Special Assessments as may be made by Trustee from time to time; and

G. It is intended by Settlor that Trustee, through its Board of Directors, shall (i) enforce the conditions precedent to each Beneficiary's membership in the Trustee as hereinafter provided, (ii) annually determine a budget covering Operating Costs, and (iii) make and collect annual assessments.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Settlor and Trustee agree as follows:

CONVEYANCE OF FACILITY

1. Settlor agrees to contemporaneously herewith, but by separate Deed and Sanitary Sewer Easement Agreement (said Deed to be recorded following the recordation of this Deed of Trust), grant and convey to Trustee, In Trust, and subject to the terms hereof, the Facility and sanitary sewer easements over that portion of Parcel I described as Village I on the subdivision plan, and Trustee agrees to accept such conveyances. Settlor and Trustee agree that the present Capacity of the Facility is reserved for the benefit of Settlor, its successors and assigns, and the Springhill Farm Condominium.

TRUSTEE'S ACCEPTANCE

2. Subject to the limitations and restrictions contained in Section 3 hereof, Trustee agrees to own, hold, operate, maintain, repair, replace and administer the Trust Property for the mutual benefit of all Members in accordance with this Deed of Trust.

CONDITIONS OF TRUSTEES ACCEPTANCE OF GRANT OF THE
FACILITY AND SANITARY SEWER EASEMENT FROM ANY BENEFICIARY

3. The Beneficiaries or any of them, and their respective heirs, successors and assigns, may grant and convey sanitary sewer easements to Trustee at any time and from time to time and Trustee shall accept and record such Easements upon satisfaction of the following conditions:

- (a) All conveyances shall be made (i) subject to and in compliance with this Trust Deed (ii) pursuant to a Sanitary Sewer Easement Agreement which has been reviewed and approved by Trustee's counsel, and (iii) pursuant to an Approved Utility Plan;
- (b) Each Beneficiary shall bear the total cost and expense associated with the conveyance to Trustee of the Trust Property owned by such Beneficiary, including without limitation, all realty and transfer taxes, recording fees, title insurance, subordination expenses, preparation of the Approved Utility Plan, and Trustee's counsel, engineering or architectural fees incurred in connection with such conveyance;
- (c) No conveyance shall be accepted by the Trustee unless and until (i) all improvements to be constructed or installed pursuant to the Approved Utility Plan shall have been finally completed and accepted by all parties having the right to approve such completion, including Trustee's engineer, in accordance with the Approved Utility Plans; and (ii) all costs, fees and expenses incurred in connection with the construction of such improvements have been paid in full, and a complete, signed, notarized release of liens delivered to Trustee, evidencing such payment. In order to evidence such completion and acceptance the Beneficiary shall furnish to the Trustee, at Beneficiary's expense, a certificate of a licensed engineer or architect certifying to the Trustee that such improvements have been completed in accordance with the Approved Utility Plans, and (ii) such evidence as the Trustee may reasonably require of the approvals of the applicable authorities having jurisdiction over the approval

of the improvements. Under no circumstances will the Trustee be required to accept any conveyance in which the aforesaid improvements have not been finally completed and approved as aforesaid; and

- (d) No conveyance shall be accepted by the Trustee unless and until the Beneficiaries shall have furnished to the Trustee, at Beneficiaries expense, a pro-forma annual budget setting forth the estimated cost to the Trustee to perform Trustee's obligations hereunder with respect to the improvements in such proposed Trust Property together with the Certificate of such Beneficiary or such Beneficiaries' engineer or architect certifying to the Trustee that the said budget is Beneficiaries best estimate of such Trustee's costs, including replacement and reserves; and
- (e) Any Sanitary Sewer Easement Agreement with respect to Lot Nos. 67 and 73, and the Marshall Road Properties shall limit the discharge of sanitary sewer wastewater from each such property to one single family dwelling, being the single family dwelling erected or to be erected on each such property, provided, however, that a community association or club house type use may, for the purposes of this sub-paragraph, be erected on the Pilkington property, hereinbefore described, and, provided further, the Turnbull property, hereinbefore described, and presently zoned Business by the Birmingham Township Zoning Ordinance, may be a non-residential use but the gallons per day of raw sewage which Trustee estimates may be discharged from such Beneficiary's property, shall not exceed 150 gallons per day. The aforesaid per day limitation on the Turnbull property shall not apply if such property is owned by Settlor, Brinton Partners, or their successors or assigns.
- (f) No conveyance shall be accepted by the Trustee if, at the time of any proposed conveyance, the Capacity of the Facility is not sufficient to handle, in addition to the present or anticipated needs of the present Members (as determined by Trustee), the estimated number of gallons per day of raw sewage which may be discharged from such proposed Trust Property unless the owner of such property has, prior to the conveyance, and at such owner's sole cost and expense, deposited with Trustee sufficient funds (as determined by Trustee) to cover the cost to Trustee to expand the Capacity of the Facility as part of and pursuant to (i) Approved Utility Plans, and (ii) such construction agreements which are acceptable to Trustee, and

otherwise pay all costs and expenses associated with such expansion, including Trustee's legal, engineering, and architectural fees. Trustee shall have the absolute right to approve all plans and specifications related to the expansion of the Facility; and

- (g) The Beneficiary agrees to pay such Annual Assessments and Special Assessments as may be levied by Trustee from time to time pursuant to this Trust Deed, and comply with such rules and regulations as may be adopted by Trustee and in effect from time to time;
- (h) No conveyance shall be accepted by the Trustee unless on or before the date of the conveyance the Beneficiary shall deliver to Trustee at Owner's expense a pre-paid maintenance guarantee (the "Maintenance Guarantee") consisting of either a bond executed by the builder of the improvements and a responsible corporate surety in favor of the Trustee, or the written guarantee of a reputable lending institution or cash (to be held in escrow by an independent escrow agent) insuring the Trustee, for a period of one (1) year following the delivery of the Maintenance Guaranty against defects in the original construction of said improvements and the maintenance thereof from defects. The expense of the Maintenance Guaranty shall be equal to ten (10%) percent of the original cost of the construction of the improvements. Any disputes with respect to said builders obligations under the Maintenance Guaranty or any release thereof shall be received by Brandywine Valley Engineers, Inc., of Boothwyn, Pennsylvania, or, if Brandywine Valley Engineers, Inc., is unable to act, by a licensed engineer acceptable to the Beneficiary and Trustee, who's decision shall be final and the Trustee shall have no responsibility for the resolution of such disputes; and
- (i) No conveyance shall be accepted by the Trustee unless on or before the date of the conveyance the Beneficiary shall furnish to the Trustee a pre-paid Title Insurance Policy insuring the title conveyed in an amount equal to either (i) the cost to Beneficiary of constructing the improvements thereon or (ii) the fair market value thereof (in either case as certified to the Trustee by the Beneficiary), issued by a reputable title insurance company insuring the title of the Trustee therein, free from all liens, including the liens of any mechanics, laborers or materialmen. The Trustee shall have the absolute right to rely on this Title Insurance Policy for determination as to the state

of the title and on the said certificate of cost or value as to the insurable value of the conveyed property and shall not be liable to any person or, to any Beneficiary or Member if such title is otherwise then as stated in said policy or such cost or value is otherwise and as stated in said certificate; and

- (j) Under no circumstances will the Trustee be required to commence, carry on or complete the initial construction as distinguished from the maintenance and repair of any improvements at the Trust Properties (except pursuant to 3[f] hereof); and
- (k) Trustee shall not enter into any Sanitary Sewer Easement Agreement or permit the use of the Facility by any Beneficiary if such Beneficiary's property has been submitted to or is intended to be submitted to the condominium form of ownership or improvements erected or to be erected on such property are to be part of a Homeowner's Association unless the Declaration contains the Article set forth in Exhibit "E" attached hereto.

4. POWERS OF THE TRUSTEE

Subject to the limitations and restrictions contained in Section 3 hereof, the Trustee shall, on behalf of the Members have the following powers which shall be exercisable in Trustee's sole discretion and without any obligation upon Trustee, express or implied, to execute any such powers, except as are necessary to comply with Sections 3 and 5 hereof:

- (a) All powers necessary to administer and manage the business, operation and affairs of the Springhill Farm Wastewater Treatment Facility Association pursuant to the requirements of this Deed of Trust;
- (b) To enter into such contracts, agreements, and purchase orders for the supply of such services and materials, including without limitation, legal services, accounting services, architectural services, engineering services, insurance, utility services, and professional management agreements with such persons, firms, or corporations and on such terms and conditions as Trustee may in its sole discretion deem necessary or advisable in order to carry out its duties hereunder;

- (c) To designate signatories on Trustee Bank accounts and to invest and reinvest monies in Trustee accounts held at federally insured banks and/or savings banks and insured United States Government Securities; sue and be sued; collect interest, dividends, and capital gains; pay real property and other taxes; make and enter into contracts; enforce against any of the Members or Associations the right of assessment, enforcement and lien granted to the Trustee herein and pursuant to any Declaration and/or Sanitary Sewer Easement Agreement;
- (d) To adopt and publish reasonable rules and regulations not in conflict with the provisions of this Deed of Trust concerning the use and enjoyment of Trust Property, as such rules and regulations may be amended from time to time; and to request the assistance of and solicit advice from Birmingham Township, Concord Township, and D.E.R. with regard to the adoption and enforcement of such rules and regulations;
- (e) To delegate to a professional management firm or agent all of the powers granted to Trustee by this Deed of Trust other than the following power:
 - (i) To adopt the annual budget or any amendment thereto or to assess Operating Costs against Members;
 - (ii) To adopt, repeal or amend rules and regulations;
 - (iii) To designate signatories on Trustee Bank account;
 - (iv) To borrow money on behalf of Trustee.
- (f) Without approval of any person, legal entity or court, to compromise claims and any controversy between Trustee and any Beneficiary, Township, County, D.E.R. or other person, firm, corporation, municipality or entity;
- (g) To exercise all other powers necessary and appropriate to carry out the purpose of this Trust;

5. DUTIES OF THE TRUSTEE

Subject to the limitations and restrictions contained in Section 3 hereof, Trustee shall, on behalf of the Members, have all duties necessary to administer and manage the business,

operation and affairs of the Springhill Farm Wastewater Treatment Facility Association, including the following duties:

- (a) To own, operate, manage, and maintain on a not for profit basis, the Trust Property in compliance with the applicable rules and regulations of Birmingham Township, Delaware County, Pennsylvania, Concord Township, Delaware County, Pennsylvania, and D.E.R.;
- (b) To cause the Trust Property to be operated, maintained, repaired and replaced for the mutual use, enjoyment, and benefit of the Members;
- (c) To establish an adequate reserve fund for the maintenance, repair and replacement of the Trust Property. Such reserves are hereby declared to be part of the Operating Costs;
- (d) To obtain and continuously maintain policies of insurance and Fidelity Bonds of the type, in the form, and in the amounts which are hereafter required, except to the extent such coverage is not available:
 - (i) Property insurance on the Trust Property insuring against all risks of direct physical loss, including without limitation fire and such other risks as can be normally covered by endorsement for extended coverage, in amounts which shall equal the estimated full insurance replacement value, without deduction for depreciation, exclusive of land, excavations, foundations, and other items normally excluded from property policies;
 - (ii) Public and General Liability Insurance Policies insuring Trustee, its members, the Board of Directors and the managing agent against any liability to other persons or entities in such amounts and with such carriers as Trustee shall reasonably require;
 - (iii) A Fidelity Bond or insurance coverage against dishonest acts on the part of such persons (including, by way of illustration and not limitation, Trustee, Members, officers, Board of Director members, agents, employees and volunteers) responsible for handling funds belonging to or administered by Trustee. The premiums for such Fidelity Bond or insurance coverage (except for premiums or Fidelity Bonds maintained by any management agent for its officers, employees, and agents) shall be

paid by Trustee and charged as part of the Operating Costs. In connectin with such coverage, an appropriate endorsement shall be added to such policy or bond in order to cover any persons who serve without compensation, if such policy would not otherwise cover volunteers. Such Fidelity Bond or insurance shall also name Trustee as an obligee or named insured, provide that coverage may not be cancelled or substantially modified, including cancellation for non-payment of premium, with at least thirty (30) days prior written notice to Trustee and all Beneficiaries;

(iv) Insurance to satisfy the indemnification obligation of the Trustee and all Beneficiaries set out in Section 11 hereof.

(e) Prior to the commencement of each fiscal year of Trustee, to determine an annual budget for the operation of the Trust and payment of all Operating Costs and establish an Annual Assessment against all Members. All such assessments shall be deemed to be adopted, assessed and payable on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Operating Costs for such fiscal year for any reason, Trustee shall have the power at any time it deems necessary and proper to levy one or more Special Assessments against each Member. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month during such period of time as established by Trustee. Trustee shall inform each Member of Trustee's requirements and the assessment against such Member for the following calendar year as to any Member who is part of an Association, at least sixty (60) days in advance of each annual assessment period for each such Association, and as to any other Member on or before November 1 of any calendar year. Notice to Members who are part of an Association shall be provided to the Executive Board of such Association.

6. DETERMINATION OF ANNUAL ASSESSMENT

Trustee shall determine the Annual Assessment or any Special Assessment as follows:

Trustee shall first classify the principal use of each Member's property as either residential or non-

residential. The Annual Assessment of a Member with a non-residential use shall equal the result obtained by multiplying the budgeted Operating Costs by a fraction the numerator of which shall be the Capacity Requirement of the Non-Residential User and the denominator of which shall be the Capacity of the Facility. Trustee shall then total all Annual Assessments attributable to Members with a non-residential use and subtract the sum obtained from the anticipated budgeted Operating Costs. The result obtained shall equal the total residential portion of the budgeted Operating Costs. The Annual Assessment of a Member with a residential use shall equal the result obtained by dividing the residential portion of the budgeted Operating Costs by the total number of Members with residential uses.

7. EXPENSES AND COMPENSATION OF TRUSTEE

The Trustee shall be entitled to be reimbursed by the Members for all sums expended by the Trustee to operate or administrator this Trust, including but not limited to the cost and expense of Trustee's counsel, engineering, and accounting fees. The Trustee shall receive from the Members no annual compensation for its services as Trustee.

8. REMEDIES

In the event of any violation of the provisions of this Deed of Trust or any Sanitary Sewer Easement Agreement, Trustee's Bylaws or the rules and regulations of Trustee, by any Member, Trustee, its successors and assigns, shall have each and all of the rights and remedies which may be provided for in this Deed of Trust, the Trustee's Bylaws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Member, Association, and/or others for enforcement of any lien or for damages or injunction or specific performance, or for Judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. The expenses

of Trustee in connection with any such actions or proceedings, including court costs and attorney fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of fifteen (15%) percent per annum until paid, shall be charged to and assessed against the defaulting Member, and shall be added to and be deemed part of the Member's Annual Assessment, and Trustee shall have a lien for all the same, as well as for non-payment of the Annual Assessment or any portion thereof, upon such Member's property and upon all such Member's personal property located on such property. For the purpose of the preceding sentence and the establishment of a lien on a Member's property, such Member's property shall mean (i) for a Member who is part of an Association, such Member's Unit and his percentage interest in any common element, and (ii) for all other Member's, the real property owned by such Member over which Trustee has an easement. [In the event of any such default by any Member, Trustee and the managing agent, if so authorized, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against the aforesaid property owned by such defaulting Member. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise.

9. COMMENCEMENT OF OBLIGATION TO PAY ANNUAL ASSESSMENT

The obligation of the payment by Members of the Annual Assessments made against such Members by Trustee shall commence on the first day of the calendar month first following the date of the Sanitary Sewer Easement Agreement between such Member and the Trustee.

10. LIMITED LIABILITY OF THE BOARD OF DIRECTORS

The Board of Directors, and its members, as members or officers or both, shall not be liable to the Trust or to any Member for any act or omission of any Member or the Settlor or of any Association or be held to any liability in tort, contract or otherwise in connection with the affairs of this Trust except only that arising from its own willful misfeasance, bad faith, gross negligence, or reckless disregard of duty.

The Board of Directors in incurring any debts, liabilities or obligations or in taking or omitting any other actions for or in connection with the Trust is, and shall be deemed to be acting as Trustee only. Except to the extent provided in the proceeding paragraph of this Section, no Board member or any Member shall be liable for any debt, claim, demand, judgment, decree, liability or obligation of any kind of, against or with respect to the Trust, arising out of any action taken or omitted for or on behalf of the Trust and the Trust shall be solely liable therefore and the resort shall be had solely in the Trust Property for the payment or performance thereof.

Under no circumstance will the Board of Directors be required to incur any expense or liability hereunder unless and until sufficient funds therefore (in the Trustee's Judgment) have been made available to Trustee whether by assessment or special assessment of Members or by contributions as hereinbefore described.

The duty to collect assessments from Members of this Trust which are part of an Association shall be the responsibility of the Association of which such Members are a part. Each such

Association shall have the right, but not the obligation, to proceed against any other Association or its members who have failed to pay such Associations assessment under this Deed of Trust and to enforce such payment for the benefit of the Trust. The Board of Directors, or a professional management firm, as determined by Trustee, shall have the duty to collect assessments from all Members and to enforce such assessments for the benefit of the Trust.

The Board of Directors may from time to time require any Association to provide Trustee with a current list of name and addresses of all Members who are part of such Association, and Trustee may rely on such list for the purpose of making assessments hereunder.

11. INDEMNIFICATION OF BOARD OF DIRECTORS

The Board of Directors shall be entitled to full indemnity from the Trust Properties and sums held in Trust hereunder including sums payable to the Trustee by the Settlor and the Members, if, contrary to the provisions of Section 10 any Board member, in his capacity as a Board member or officer or both, is held to any liability. The Board members shall be indemnified and held harmless by the Trust against judgments, fines, amounts paid on account thereof (whether in settlement or otherwise) and reasonable expenses, including attorneys' fees, actually and reasonably incurred by it in connection with the defense of such action, suit, proceeding, claim or alleged liability or in connection with any appeal therein, whether or not the same proceed to Judgment, is settled or otherwise brought to a conclusion, provided that Board members shall not be so

indemnified or reimbursed for any claim, obligation or liability which arose out of willful misfeasance, bad faith, gross negligence or reckless disregard of duty; and provided further that the Board member gives prompt notice thereof, executes such documents and takes such action as will permit the Trust to conduct the defense or settlement thereof and cooperates therein. Budgetary requirements submitted by the Board of Directors pursuant to Section 5(e) may include amounts necessary to cover the expenses and to provide the indemnity incurred or required pursuant to this Section.

12. AMENDMENT OF THIS DEED OF TRUST

If, in the Judgment of Trustee, any amendment is necessary to cure any ambiguity or to correct or supplement any provisions of this Deed of Trust which is defective or inconsistent with any other provision hereof or which prevents or the absence of which fails to authorize any action by the Trustee which is necessary and proper in order to carry out the purpose of this Trust, the Trustee may (but shall not be obligated to) effect an appropriate amendment, without leave or court, or approval of the Settlor or any Member or other person upon its receipt of an opinion from independent counsel that the proposed amendment is permitted by the terms of this Section. Each such amendment shall be effective upon the recording in the Office of an appropriate instrument setting forth the amendment and its due adoption by the Trustee, provided, however, that so long as Settlor owns any part of Parcel I or Parcel II, this Deed of Trust shall not be amended without Settlor's written consent.

13. DURATION OF THE TRUST

Trust shall continue for a period of twenty (20) years and thereafter for successive periods of ten (10) years unless terminated at the end of said twenty (20) years or at the end of any such successive period of ten (10) years by an affirmative vote of one hundred (100%) percent of the Beneficiaries (based on a vote for each lot or condominium unit) in writing.

14. DISPOSITION OF TRUST PROPERTIES UPON TERMINATION

Upon termination of the Trust for any reason, the Trust Properties and all other property held in Trust hereunder shall be transferred and conveyed jointly to the Members in equal shares.

15. ANNUAL ACCOUNTING PERMITTED

The Trustee shall submit annual accountings of receipts and disbursements for the Trust to the Settlor (so long as the Settlor owns any part of Parcel I or Parcel II) and to the Members. Copies for Members of Associations shall be provided to such Association and not to each such Member. If the Settlor or any such Association fails to notify Trustee in writing within sixty (60) days of receipt of any such accounting of any disapproval thereof stating with reasonable specificity the reasons for such disapproval, such accounting shall be deemed approved and the Trustee released from all liability for the period accounted for.

IN WITNESS WHEREOF, the Settlor and Trustee have caused this Deed of Trust to be duly executed as of the day and year first written.

STATE STREET DEVELOPMENT COMPANY,
SETTLOR

BY: Donald E. Purdy

ATTEST: Way E. Wark, Sec.

SPRINGHILL FARM WASTE WATER
TREATMENT FACILITY ASSOCIATION,
TRUSTEE

BY: Way E. Wark, Pres.

ATTEST: Way E. Wark, Sec.

ALL THAT CERTAIN parcel of ground with the buildings and improvements thereon erected, situated in the Township of Birmingham, County of Delaware, State of Pennsylvania as shown on a comprehensive plan of Villages for Springhill Farm prepared by Brandywine Valley Engineers, Inc. dated November 21, 1984 and last revised June 19, 1985 being bounded and described as follows:

BEGINNING AT AN INTERIOR POINT, said point being located the following four (4) courses and distances from a point of intersection of the northeasterly line of lands now or late of Thos. B. and Anna Pennington with the title line in the bed of Marshall Road; (1) along said titleline N 67° 57' E 350' to a point, (2) leaving same S 22° 30' E, 1016.83' to a point of curve, (3) along the arc of a circle curving to the right in a southwardly direction having a radius of 425' an arc distance of 64.61' to a point, (4) S 80° 20' E, 76.28' to the point of beginning; THENCE, from said beginning point S 80° 20' E, 110' to a point; THENCE, S 09° 40' W, 90' to a point; THENCE, N 80° 20' W, 110' to a point; THENCE, N 09° 40' E, 90' to the first mentioned point and place of beginning.

CONTAINING an area of 0.227 acres, more or less. Being designated as waste water treatment area.

EXHIBIT "A"

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE TOWNSHIP OF BIRMINGHAM, COUNTY OF DELAWARE AND STATE OF PENNSYLVANIA, DESCRIBED ACCORDING TO A COMPREHENSIVE PLAN OF VILLAGES OF SPRING HILL FARM, MADE BY BRANDYWINE VALLEY ENGINEERS, INC., DATED 11-21-1984, LAST REVISED 6-19-1985, AS FOLLOWS:

BEGINNING AT A POINT IN THE TITLE LINE OF MARSHALL ROAD AT A CORNER OF LANDS NOW OR LATE OF THOMAS AND ANNA PILKINGTON (SHOWN ON PLAN AS THOMAS O. AND ANNA PENNINGTON); THENCE EXTENDING IN THE BED OF MARSHALL ROAD NORTH 67 DEGREES 57 SECONDS EAST 655.15 FEET TO A POINT, A CORNER OF LANDS NOW OR LATE OF WILLIAM D. AND EDITH M. TEATE; THENCE LEAVING MARSHALL ROAD AND EXTENDING ALONG SAID LANDS SOUTH 22 DEGREES 03 MINUTES EAST 200 FEET TO A POINT; THENCE STILL ALONG LANDS OF TEATE NORTH 67 DEGREES 57 MINUTES EAST 97.53 FEET TO A POINT, A CORNER OF LANDS OF IRVING YALISOVE; THENCE ALONG SAID LANDS SOUTH 51 DEGREES 30 MINUTES EAST 172.11 FEET TO A POINT; THENCE STILL ALONG SAME SOUTH 22 DEGREES 03 MINUTES EAST 155 FEET TO A POINT; THENCE EXTENDING STILL ALONG SAME SOUTH 67 DEGREES 30 MINUTES WEST 483.22 FEET TO A POINT ON THE EASTERLY SIDE OF A 50 FEET WIDE CORRIDOR AS SHOWN ON SAID PLAN; THENCE EXTENDING ALONG SAID SIDE OF THE 50 FEET WIDE CORRIDOR AND STILL ALONG LANDS OF YALISOVE SOUTH 22 DEGREES 30 MINUTES EAST 440.28 FEET TO A POINT; THENCE LEAVING THE SAID SIDE OF SAID 50 FEET WIDE CORRIDOR AND EXTENDING SOUTH 55 DEGREES 03 MINUTES 49 SECONDS EAST, 157.61 FEET TO A POINT; THENCE EXTENDING SOUTH 80 DEGREES 30 MINUTES EAST 235 FEET TO A POINT; THENCE EXTENDING SOUTH 09 DEGREES 40 MINUTES WEST 210 FEET TO A POINT IN THE DIVIDING LINE BETWEEN BIRMINGHAM AND CONCORD TOWNSHIPS; THENCE EXTENDING ALONG SAME NORTH 80 DEGREES 20 MINUTES WEST 1025. FEET TO A POINT, A CORNER OF LANDS NOW OR LATE OF BRANDYWINE SUMMIT CHAPEL (AS SHOWN ON SAID PLAN) THENCE EXTENDING NORTH 14 DEGREES 25 MINUTES WEST 650 FEET TO A POINT, A CORNER OF LANDS OF THOMAS AND ANNA PILKINGTON (SHOWN ON PLAN AS THOMAS O. AND ANNA PENNINGTON); THENCE ALONG SAME NORTH 69 DEGREES 15 MINUTES EAST 247.80 FEET TO A POINT; THENCE STILL ALONG THE SAME AND EXTENDING NORTH 20 DEGREES 45 MINUTES WEST 205.26 FEET TO A POINT IN THE TITLE LINE OF MARSHALL ROAD, THE POINT AND PLACE OF BEGINNING.

BEING VILLAGE I, SECTIONS A AND B; VILLAGE II, PARCELS A AND B, AND THE 50 FEET WIDE CORRIDOR AS SHOWN ON SAID PLAN.

EXHIBIT "B"

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE TOWNSHIP OF BIRMINGHAM,
COUNTY OF DELAWARE AND STATE OF PENNSYLVANIA BEING DESCRIBED ACCORDING
TO A COMPREHENSIVE PLAN OF VILLAGES OF SPRING HILL FARM MADE BY
BRANDYWINE VALLEY ENGINEERS INC. DATED 11-21-1984 AND LAST REVISED
6-19-1985 AS FOLLOWS:

BEGINNING AT AN INTERIOR POINT IN LINE OF LANDS NOW OR LATE OF WILLIAM
D. AND EDITH M. TEATE SAID POINT BEING MEASURED THE THREE FOLLOWING
COURSES AND DISTANCES FROM A POINT IN THE BED OF MARSHALL ROAD, A CORNER
OF LANDS NOW OR LATE OF THOMAS O. AND ANNA PILKINGTON (SHOWN ON PLAN AS
THOMAS O. AND ANNA PENNINGTON); 1) EXTENDING IN THE BED OF MARSHALL ROAD
NORTH 67 DEGREES 57 MINUTES WEST 655.15 FEET TO A POINT, A CORNER OF
LANDS NOW OR LATE OF WILLIAM D. AND EDITH M. TEATE AND 2) THENCE
EXTENDING SOUTH 22 DEGREES 03 MINUTES EAST 200 FEET TO A POINT AND 3)
THENCE EXTENDING NORTH 67 DEGREES 57 MINUTES 97.53 FEET TO THE POINT OF
BEGINNING; THENCE EXTENDING NORTH 67 DEGREES 57 MINUTES EAST 555.62 FEET
TO A POINT IN THE DIVIDING LINE BETWEEN CONCORD AND BIRMINGHAM TOWNSHIPS
AND IN LINE OF LANDS NOW OR LATE OF GEORGE M. AND HARRY H. SHARPLESS;
THENCE EXTENDING ALONG SAME AND ALONG SAID DIVIDING LINE SOUTH 22
DEGREES 01 MINUTES EAST 1661.10 FEET TO A POINT; THENCE EXTENDING NORTH
80 DEGREES 20 MINUTES WEST 910 FEET TO A POINT, A CORNER OF VILLAGE I,
SECTION B (AS SHOWN ON SAID PLAN); THENCE EXTENDING NORTH 09 DEGREES 40
MINUTES EAST 210 FEET TO A POINT; THENCE EXTENDING NORTH 80 DEGREES 30
MINUTES WEST 235 FEET TO A POINT; THENCE EXTENDING NORTH 55 DEGREES 03
MINUTES 49 SECONDS WEST 157.61 FEET TO A POINT ON THE EASTERLY SIDE OF A
50 FEET WIDE CORRIDOR AS SHOWN ON SAID PLAN; THENCE EXTENDING ALONG THE
EASTERLY SIDE OF SAID 50 FEET WIDE CORRIDOR, NORTH 22 DEGREES 30 MINUTES
WEST 440.28 FEET TO A POINT A CORNER OF VILLAGE II, PARCEL B (AS SHOWN
ON SAID PLAN); THENCE LEAVING THE SAID SIDE OF PLEASANT HILL ROAD AND
EXTENDING NORTH 67 DEGREES 30 MINUTES EAST 483.32 FEET TO A POINT;
THENCE EXTENDING NORTH 22 DEGREES 03 MINUTES WEST 155 FEET TO A POINT;
THENCE EXTENDING NORTH 51 DEGREES 30 MINUTES WEST 172.11 FEET TO A POINT
IN LINE OF LANDS NOW OR LATE OF WILLIAM D. AND EDITH M. TEATE, THE POINT
AND PLACE OF BEGINNING.

CONTAINING 25.25 (PLUS OR MINUS) ACRES.

EXHIBIT "C"

PREMISES "A"

ALL THAT CERTAIN LOT OR PIECE OF GROUND, SITUATE IN THE TOWNSHIP OF BIRMINGHAM, COUNTY OF DELAWARE AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE MIDDLE OF THE ROAD LEADING FROM BRANDYWINE SUMMIT STATION TO WILMINGTON AND AT THE DISTANCE OF 154.00 FEET SOUTHWARDLY FROM THE MIDDLE LINE OF THE ROAD LEADING FROM THE FIRST MENTIONED ROAD TO CONCORDVILLE, A CORNER OF LANDS OF JOSEPHINE SPEAKMAN; THENCE BY THE LAST MENTIONED LANDS THE THREE FOLLOWING COURSES AND DISTANCES SOUTH 85 DEGREES 30 MINUTES EAST 208.71 FEET, SOUTH 04 DEGREES 30 MINUTES WEST 208.71 FEET, AND NORTH 85 DEGREES 30 MINUTES WEST 208.71 FEET, TO THE MIDDLE OF SAID BRANDYWINE SUMMIT ROAD AND THENCE ALONG THE MIDDLE OF THE SAME NORTH 04 DEGREES 30 MINUTES EAST 208.71 FEET TO THE PLACE OF BEGINNING.

PREMISES "B"

ALSO ALL THAT CERTAIN TRACT OR PIECE OF LAND, SITUATE IN THE TOWNSHIP OF BIRMINGHAM, COUNTY OF DELAWARE AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED ACCORDING TO A SURVEY THEREOF MADE BY C. M. BROOMALL, CIVIL ENGINEER ON OCTOBER 27, 1919 AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE MIDDLE OF THE ROAD LEADING FROM BRANDYWINE SUMMIT TO WILMINGTON, A CORNER OF LANDS OF JOHN J. MCCORT, ADMINISTRATOR OF THE ARCH DIOCESE OF PHILADELPHIA; THENCE BY SAID LAND SOUTH 85 DEGREES 55 MINUTES EAST 208.71 FEET TO AN IRON BAR, AND NORTH 04 DEGREES 15 MINUTES EAST 208.71 FEET TO A POINT IN LINE OF LANDS OF JOSEPHINE SPEAKMAN; THENCE BY THE SAME SOUTH 85 DEGREES 55 MINUTES EAST 244.8 FEET TO THE LINE OF LANDS NOW OR LATE OF E. AND S. HOOD; THENCE BY THE SOUTH 13 DEGREES 04 MINUTES EAST 572.8 FEET TO THE NORTHERLY SIDE OF A RIGHT OF WAY LEADING TO THE PROPERTY OF THE SAID E. AND S. HOOD; THENCE ALONG THE NORTHERLY SIDE OF SAID RIGHT OF WAY NORTH 83 DEGREES 57 MINUTES WEST 276.9 FEET AND NORTH 77 DEGREES 10 MINUTES WEST 349.6 FEET TO THE MIDDLE OF THE SAID WILMINGTON ROAD THENCE ALONG THE MIDDLE OF THE SAME NORTH 04 DEGREES 05 MINUTES EAST 275.2 FEET TO THE PLACE OF BEGINNING.

BEING AS TO A PART, THE SAME PREMISES WHICH CORNELIUS MUNDY AND EMILIE W. MUNDY, HIS WIFE, BE DEED DATED 5-2-1918, AND RECORDED AT MEDIA, IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR THE COUNTY OF DELAWARE, IN DEED BOOK 435 PAGE 540, GRANTED AND CONVEYED UNTO JOHN J. MC CORT, ADMINISTRATOR OF THE ARCHDIOCESE OF PHILADELPHIA. (NOW CONTROLLED BY THE ARCHBISHOP OF PHILADELPHIA.)

BEING AS TO THE REMAINING PART, THE SAME PREMISES WHICH CORNELIUS MUNDY AND EMILIE W. MUNDY, HIS WIFE, BE DEED DATED 10-20-1921, AND RECORDED AT MEDIA, IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR THE COUNTY OF DELAWARE, IN DEED BOOK 520 PAGE 286, GRANTED AND CONVEYED UNTO THE MOST REVEREND DENNIS CARDINAL DOUGHERTY, ARCHBISHOP OF PHILADELPHIA.

AND THE SAID JOHN CARDINAL KROL IS SUCCESSOR TO THE SAID JOHN J. MC CORT, ADMINISTRATOR OF THE ARCHDIOCESE OF PHILADELPHIA, AND IS SUCCESSOR TO DENNIS CARDINAL DOUGHERTY, ARCHBISHOP OF PHILADELPHIA, AND AS SUCH SUCCESSOR, TITLE IS VESTED IN HIM.

EXHIBIT "E"

ARTICLE

ASSESSMENT FOR EXPENSES OF THE TRUSTEE

Section 1. Expenses of the Trustee. Each Unit shall be subject to assessment, according to its Percentage of Undivided Interest, for a share, allocable to the CONDOMINIUM/HOMEOWNER ASSOCIATION located on Parcel _____ of the costs and expenses incurred or to be incurred by the Trustee pursuant to the exercise of its powers and duties under the Deed of Trust. Said share of the costs and expenses is hereby declared to be a Common Expense.

Section 2. Commencement of Obligation. The obligation of the assessments created by Section 1 of this Article shall commence no later than the first day of the calendar month first following the Executive Board's determination that assessments shall begin, provided, however, that assessments shall begin no later than the first day of the calendar month first following the ninetieth (90th) day from the date the first Unit is conveyed by Declarant to a person other than the Declarant.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Executive Board may levy, in any assessment year, a special assessment applicable to that year only, if the Condominium/Homeowner Association Portion of the Sewer Charges estimated at the beginning of any fiscal year proved to be insufficient to cover the Condominium/Homeowner Associations actual share of the total operating costs for such fiscal year.

Section 4. Obligation to Assess and Collect. The Executive Board must make reasonable inquiry of the Trustee as to the Condominium Portion of the Sewer Charges and must assess, collect and remit the same to the Trustee.

Section 5. Enforcement by Trustee. In the event that the Executive Board is unable or unwilling to collect any assessment to which the Trustee is entitled pursuant to this Article and the Deed of Trust, the Trustee, after making a request in writing and giving the Executive Board thirty (30) days to commence an appropriate proceeding, shall be entitled to make said assessment and to collect the same against each unit owner directly and shall be entitled to all of the powers and remedies to which the Executive Board would have been entitled in assessing and collecting the same.

Section 6. Portion of Assessment Payable to Trustee Under the Deed of Trust. Declarant, for each unit owned by Declarant, hereby covenants, and each unit owner by the acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, including any purchaser at a judicial sale or heir or devisee of a deceased owner shall be deemed to have accepted the terms and conditions of the Deed of Trust and to covenant and agree to pay to the Trustee for each Unit pursuant to and subject to the limitations of this Section. The Condominium Portion of the Sewer Charges shall be deemed to be adopted, assessed and payable on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be collected by the Executive Board as part of its annual assessments and remitted to the Trustee under the Deed of Trust within twenty (20) days following the due date for assessment installments as above established.

Section 7. Amendments. Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Section may not be amended without the written consent of the Trustee.

NOTE: The following definitions shall be included in the Declaration of Condominium:

(a) "Condominium Portion of the Sewer Charges" means the share of the total operating costs incurred or to be incurred by the Trustee pursuant to the exercise of its powers and duties under the Deed of Trust and assessed by the Trustee against the Condominium/Homeowner Association.

(b) "Deed of Trust" means that certain Deed of Trust dated June 22, 1985, by and between State Street Development Company, as Settlor, and Springhill Farm Wastewater Treatment Facility Association, a Pennsylvania Non-Profit Corporation, as Trustee, and recorded in Delaware County in Vol. _____, Page _____.

(c) "Trustee" means the Trustee under the Deed of Trust and its successors in Trust.

James J. Hall



ASSIGNMENT OF BENEFICIARY STATUS UNDER DEED OF TRUST

This Assignment is made this 18th day of February, 1989, by BRINTON PARTNERS, a Pennsylvania partnership, as assignor ("Assignor") to GLEN EAGLE SQUARE, INC., a Pennsylvania corporation, as assignee ("Assignee").

WITNESSETH:

WHEREAS, Springhill Farm Waste Water Treatment Facility Association, a Pennsylvania non-profit corporation ("Trustee") operates a sanitary sewer system and waste water treatment facility for the benefit of certain record owners of real estate (including the record owner of Parcel III, hereinafter described) identified as beneficiaries under a certain deed of trust dated June 2], 1985, and recorded in Delaware County, Pennsylvania on July 3, 1985 in Volume 248, Page 222] (the "Deed of Trust"); and

WHEREAS, Parcel III ^{GLEN EAGLE SQUARE} is defined in the Deed of Trust to mean the parcel of land owned by Brinton Partners as further described in deed dated February 28, 1985 and recorded in Delaware County, Pennsylvania, in Volume 0220, Page 1626, attached as Exhibit "D" to the Deed of Trust, and "any lands contiguous therewith and hereafter owned by Brinton Partners, its successors and assigns"; and

WHEREAS, Assignee is the record owner of lands contiguous with the aforementioned lands described in Exhibit "D" attached to the Deed of Trust, the said property owned by Assignee being more fully described in Exhibit "A" attached hereto; and

WHEREAS, it is the intent and desire of Assignor and Assignee that the record owner of the property described in Exhibit "A" attached hereto have the right, subject to the terms and conditions set forth in the Deed of Trust, to tie into and connect with the sanitary sewer system operated by the Trustee.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and

SPRINGHILL
DRIVE 2

other good and valuable consideration, receipt of which is hereby acknowledged, and with the intent to be legally bound hereby, Assignor hereby assigns to Assignee, its successors and assigns, the benefit and burdens which accrue and inure to the benefit of the record owners of real estate included within the definition of "Parcel III" under the Deed of Trust, all such benefits and burdens being subject to the conditions which may be imposed by the Trustee upon the record owner of the real property described on Exhibit "A" attached hereto.

ASSIGNOR:

BRINTON PARTNERS,
A Pennsylvania Partnership

BY:

FIRST CHESTER SERVICES INC.,
A Pennsylvania Corporation,
General Partner

BY: [Signature]

ATTEST: Walter E. Wark

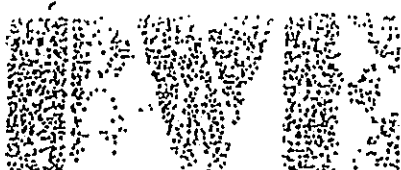
AND

Luren D. Dickinson
Luren D. Dickinson, Individually

Gerald Liikala
Gerald Liikala, Individually

Steven M. Epp
Steven M. Epp, Individually

DATED: February 28, 1989



Brandywine Valley Engineers, Inc.

**Consulting Engineers
& Land Surveyors**

2423 Third Avenue Boothwyn, Pennsylvania 19061

Telephone: 215-494-

April 6, 1988
File #79-688-00
Road Dedication

ALL THAT CERTAIN strip of ground situate partly in the Township of Birmingham and partly in the Township of Concord, both in the County of Delaware, State of Pennsylvania, as shown on a subdivision plan for a portion of Section #2 "Smithbridge Estates" prepared by Brandywine Valley Engineers, Inc., Boothwyn, Pennsylvania, dated March 12, 1985 and last revised April 6, 1988 being bounded and described as follows:

BEGINNING AT A POINT in the easterly side of Wilmington-West Chester Pike (U.S. Route #202); said point being located the following three (3) courses and distances along said Pike from its intersection with the old center-line of Marshall Road: (1) southwardly 177.70 ft. to a point of curve; (2) along the arc of a circle curving to the left in a southwardly direction having a radius of 11,602.35 ft., an arc distance of 277.50 ft. to a point of tangency; (3) S 4° 20' 34" W, 47.22 ft. to the point of Beginning; THENCE, from said Beginning point and leaving the said side of Wilmington-West Chester Pike along the arc of a circle curving to the left in a eastwardly direction having a radius of 25 ft., an arc distance of 38.60 ft. to a point of tangency; THENCE, S 84° 10' E, 75.36 ft. to a point of curve; THENCE, along the arc of a circle curving to the right in a southeastwardly direction having a radius of 200 ft., an arc distance of 109.37 ft. to a point of tangency; THENCE, S 52° 50' E, 120 ft. to

Page 2
File #79-688-00
4/6/88

a point of curve; THENCE, along the arc of a circle curving to the left in a southeastwardly direction having a radius of 125 ft., an arc distance of 60 ft. to a point of tangency which point also being a point in the Township line dividing the Township of Birmingham from the Township of Concord; THENCE, along said Township line S 80° 20' E, 905.63 ft. to a point; THENCE, leaving said Township line along the arc of a circle curving to the left in a southeastwardly direction having a radius of 25 ft., an arc distance of 2.66 ft. to a point of tangency; THENCE, S 30° 41' 01" E, 69.03 ft. to a point of curve; THENCE, along the arc of a circle curving to the right in a southeastwardly direction having a radius of 231.68 ft., an arc distance of 126.09 ft. to a point in the northerly terminus of a certain 50 ft. wide roadway (Pleasant Hill Road); THENCE, crossing said terminus N 89° 30' W, 50 ft. to a point; THENCE, leaving said terminus along the arc of a circle curving to the left having a radius of 125 ft., an arc distance of 107.45 ft. to a point of tangency; THENCE, N 48° 45' W, 39.52 ft. to a point of curve; THENCE, along the arc of a circle curving to the left in a northwestwardly to westwardly direction having a radius of 125 ft., an arc distance of 68.90 ft. to a point of tangency; THENCE, N 80° 20' W, 797.66 ft. to a point of curve; THENCE, along the arc of a circle curving to the right in a north-

Page 3
File #79-688-00
4/6/88

westwardly direction having a radius of 175 ft., an arc distance of 83.99 ft. to a point of tangency; THENCE, N 52° 50' W, 120 ft. to a point of curve; THENCE, along the arc of a circle curving to the left in a northwestwardly direction having a radius of 150 ft., an arc distance of 82.03 ft. to a point of tangency; THENCE, N 84° 10' W, 72.76 ft. to a point of curve; THENCE, along the arc of a circle curving to the left in a southwestwardly direction having a radius of 25 ft., an arc distance of 39.92 ft. to a point in the aforementioned side of Wilmington-West Chester Pike; THENCE, along same N 4° 20' 34" E, 100.04 ft. to the first mentioned point and place of Beginning.

The above described strip of ground containing the bed of a certain roadway 50 ft. wide.

ALL THAT CERTAIN improved lot or piece of ground situate in Concord Township, Delaware County, Pennsylvania, containing twelve and one half (12 $\frac{1}{2}$) acres more or less as recorded and described in Deed Book 29, page 1713, dated July 15, 1982 and recorded July 20, 1982.

EXHIBIT "B"

AGREEMENT FOR SANITARY SEWER SERVICE

THIS AGREEMENT, made and entered into this _____ day of _____, 1998, by and between the Springhill Farm Wastewater Treatment Facility Association, a Pennsylvania Nonprofit Corporation (the "Trustee") and William and Caroline Mangan (the "Property Owner").

Whereas, the Trustee owns and operates a wastewater treatment plant;

Whereas, the Trustee may enter into agreements with parties for sanitary sewer treatment pursuant to a Deed of Trust, dated June 21, 1985, and recorded July 3, 1985, in the Recorder of Deeds Office of Delaware County, Pennsylvania, at Volume 248, Page 2221, as amended by a First Amendment of Deed of Trust, dated December 30, 1992, and as amended by a Second Amendment to Deed of Trust, dated November 20, 1997; and

Whereas, the Property Owner was granted Beneficiary status in the Springhill Farm Wastewater Treatment Facility Association on September 17, 1997; and

Whereas, the Property Owner owns a certain property located in Concord Township, Delaware County, Pennsylvania, between the northbound and southbound lanes of U.S. Route 202, as more fully described in Exhibit "A" of this Agreement, upon which an existing building is located and intended to be operated as a restaurant (hereinafter the "Property"); and

Whereas, the Property Owner has requested that its facility be permitted to connect to the Trustee's wastewater treatment facility, thereby becoming a Member of the Springhill Farm Wastewater Treatment Facility Association; and

Whereas, the Trustee has agreed to allow the connection, subject to the provisions of this Agreement.

Now Therefore, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Section 1 - Property Owner's Obligations

1.1 Property Owner agrees to comply with all requirements of Membership as set forth in the Deed of Trust, the First Amendment to the Deed of Trust, the Second Amendment to the Deed of Trust, the Bylaws of the Trust (the "Trust Documents"), as amended from time to time, and the obligations set forth in this Agreement. It is acknowledged Property Owner has been given true and correct copies of the named documents.

1.2 Pay such annual assessments and special assessments as may be levied by the Trustee from time to time pursuant to the Trust Documents and comply with such rules and regulations and resolutions as may be adopted by the Trustee and in effect from time to time as to which Property Owner has received written notice.

1.3 Property Owner does hereby agree to defend, indemnify and hold harmless Trustee from any loss, cost, damage, injury, cause of action, claim, demand or expense, including reasonable attorneys' fees resulting from.

1.3.1 Property Owner's failure to comply with the requirements of this Agreement except if such loss, cost, or expense is solely caused by Trustee's negligence.

1.3.2 Property Owner's failure to comply with such rules and regulations as may be adopted by the Trustee from time to time and then in effect.

1.3.3 Any act or omission caused by Property Owner's negligence.

1.4 Pay Trustee for costs incurred in arranging for execution of this Agreement, including legal counsel, administrative, engineering, and reasonable expenses. Such payment is due prior to final connection to the treatment facility.

Section 2 - Limitations on Wastewater Characteristics and Quantity

2.1 The Property Owner understands that the Trustee's facility operates under a NPDES permit which requires wastewater discharged from the facility to meet certain parameters established by the Pennsylvania Department of Environmental Protection. The Property Owner also understands that the treatment facility has been designed on the basis of certain wastewater characteristics and volume entering the treatment process and that the equipment and treatment system anticipates a certain removal efficiency based on the incoming wastewater characteristics.

2.2 Property Owner agrees that the effluent leaving the property described in Exhibit "A" will not exceed the following parameters:

<u>Parameter</u>	<u>Maximum Limit</u>	<u>Type of Sample</u>
BOD ₅	450 mg/L	Composite
Total Suspended Solids	450 mg/L	Composite
Grease and Oil	100 mg/L	Grab
Annual Average Daily Flow	8,000 gpd	Water Meter Readings

2.3 If the parameters set forth in Section 2.2 of this Agreement are found to be exceeded in any two successive measurements as determined by the Trustee, then the Property Owner shall, within 30 days of written notification, notify the Trustee in writing of the corrective action which they shall take in order to comply with the parameters set forth in Section 2.2. Thereafter, the Property Owner shall complete said corrective action and comply with the parameters set forth in Section 2.2 within 60 days of the original notification by the Trustee. Should the Property Owner not comply with

either of the above two requirements, then the Trustee shall have the right, but not the obligation, to implement such corrective measures which the Trustee, in its sole discretion, deems appropriate. All costs and expenses incurred by the Trustee in implementing such measures, including the cost of retesting, shall be assessed to the Property Owner and payable by the Property Owner within 30 days of notification of the assessment.

2.4 Trustee shall reserve the right of free access to collect samples of the effluent leaving Property Owner's property at one or more locations on the property. Costs for sampling shall be included in the determination of the operating expenses of the Trustee, except the costs for retesting if required.

2.5 The methods of measurement and frequency of same will be conducted by the Trustee. Copies of all test results will be provided to the Property Owner. All tests will be performed in accordance with the standard methods for water and wastewater examination, latest edition, and performed by a State certified qualified laboratory chosen by the Trustee. Water use records will be obtained by the Trustee from the water purveyor.

2.6 With respect to the above limitation on flow, if average water use over a period of two years from the first billing for service is lower than the limitation, Trustee shall have the right, but not the obligation, to reallocate the excess capacity to other parties or reduce the Property Owners reserved capacity (for which no payment has been received for such reservation under this Agreement) at the sole discretion of the Trustee. Property Owner shall be notified in writing of such intended action 60 days in advance of reallocation of excess capacity or reduction of reserved capacity. Property Owner may retain spare capacity by making appropriate payment to Trustee as mutually agreed upon between parties within 30 days of the notification. The intent is that Trustee's available plant capacity shall not be unnecessarily reserved thus preventing future allocations to existing or new Members.

Section 3 - Obligations of Trustee to Property Owner

3.1 So long as the Property Owner does not breach or violate the provisions of this Agreement in any manner, the Trustee shall permit the Property Owner to discharge wastewater generated on the Property to the Trustee's treatment facility as herein provided.

3.2 The Trustee shall apply the same rules, regulations, enforcements, assessments, and other such duties of Trustee in a fair and equitable manner to the Property Owner as it does to other members of the Trustee.

Section 4 - Construction and Conveyance of Sewer Facilities and Sewer Flows

4.1 The Property Owner, at its sole cost and expense, agrees to construct, maintain, repair, and replace all sanitary sewer collection system, pretreatment facilities, pumping stations, and force mains as may be requested or required by the Trustee for the Property Owner's facilities. The Trustee shall not accept dedication, conveyance, or repair or maintain the Property Owner's facilities.

4.2 The parties recognize that in order for the Property Owner to discharge their wastewater into the Trustee's treatment facility, the water discharged from the Property Owner's Property must be conveyed through sanitary lines owned by another member of the Trustee. The Property Owner hereby recognizes that the Trustee does not own and/or maintain any of the sewer conveyance lines. The Property Owner hereby represents and warrants that they have obtained or will obtain any and all necessary approvals and/or easements in order to discharge their wastewater through the private conveyance lines of other members in order to reach the treatment facility. The Property Owner shall present copies of said agreements, approvals and/or easements to the Trustee within 10 days of the execution of such agreements, approvals and/or easements. Should those agreements be revoked, lapse, or in any way should the Property Owner lose the ability to transfer effluent through those sanitary lines, the Trustee shall not be responsible and/or liable in any way for the Property Owner's inability to discharge their wastewater into the facility.

4.3 Trustee shall have no responsibility or liability for Property Owner's obligations with private parties agreements for the conveyance of wastewater.

Section 5 - Violations of Agreement and General Terms of Agreement

5.1 In the event Property Owner violates any of the terms or conditions of this Agreement or the Deed of Trust, as amended, the Trustee shall be entitled to any and all of the remedies available to Trustee under the Deed of Trust.

5.2 The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

5.3 The parties agree that this Agreement shall be recorded in the Recorder of Deeds Office of Delaware County, Pennsylvania, and the Property Owner agrees to pay the cost of such recordation.

5.4 This Agreement comprises the entire Agreement relative to the provisions of sanitary sewer service.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

SPRINGHILL FARM WASTEWATER
TREATMENT FACILITY ASSOCIATION
(a Pennsylvania Nonprofit Corporation)

ATTEST:

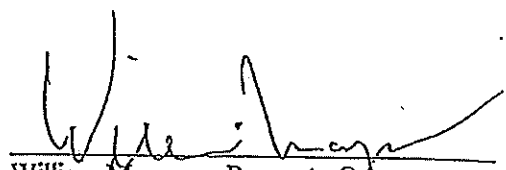
By:

President

Secretary

ATTEST:

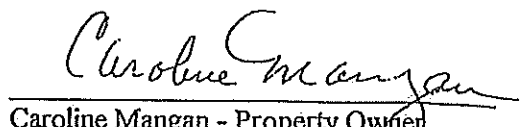
By:



William Mangan - Property Owner

ATTEST:

By:



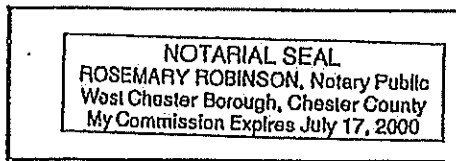
Caroline Mangan - Property Owner

Commonwealth of Pennsylvania

County of Chester

On this, the 28th day of April, 1998, before me, a Notary Public, the undersigned personally appeared William Mangan and Caroline Mangan who acknowledged themselves to be the Owners of said Property located in Concord Township, Delaware County, Pennsylvania, as recorded in the Office of the Recorder of Deeds, Delaware County Pennsylvania, at Book 2492 page 863, et. al., and that they as such Owners of said Property, freely and willingly executed the foregoing instrument for the purposes therein contained by signing their names.

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



Rosemary Robinson
NOTARY PUBLIC

SEAL

Commonwealth of Pennsylvania

County of _____

On this, the _____ day of _____, 1998, before me, a Notary Public, the undersigned personally appeared Todd Duerr and Robert Jordan who acknowledged themselves to be the President and Secretary respectively of The Springhill Farm Wastewater Treatment Facility Association, a non-profit Pennsylvania Corporation, and that they as such Officers, being authorized to do so, freely and willingly executed the foregoing instrument for the purposes therein contained by signing the name of the corporation.

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



NOTARY PUBLIC

SEAL

EXHIBIT "A"

This Indenture made the 2ndday of January

hundred and seventy-four (1974)

in the year of our Lord one thousand nine

Between

FRITZ VENDING COMPANY, a Pennsylvania Corporation

(hereinafter called the Grantor), of the one part, and

J. WILLIAM/MANGAN and F. CAROLINE /MANGAN, his wife

(hereinafter called the Grantees), of the other part,

Witnesseth,

That the said Grantor

for and in consideration of the sum of

THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)

lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantees, their Heirs

PREMISES "A"and assigns, as TENANTS BY THE ENTIRETIES.

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Concord, County of Delaware and State of Pennsylvania and bounded and described according to a Plan of Property to be conveyed to Charles Fritz by Donald T. Gladstone, made by G. E. Regester, JR., and Sons, Surveyors and dated August 15, 1969, and revised September 23, 1969, as follows:

BEGINNING at an iron pin on the Southwesterly side of U. S. Route 202 North at a corner of the lands of Mareanna Dupont Silliman; thence extending along Route 202 North on the arc of a circle curving to the right having a radius of nine thousand five hundred seventy one and thirty one one-hundredths feet the arc distance of three hundred seventeen and seventy seven one-hundredths feet to an iron pin at the corner of lands of Donald T. Gladstone; thence leaving the said U. S. Route 202 North and extending along the land of Donald T. Gladstone south sixty nine degrees eighteen minutes fifty seconds West one hundred seventy five and ten one-hundredths feet to an iron pin on the Easterly side of U.S. Route 202 South; thence extending along the side of the same U. S. Route 202 South, North fifteen degrees twenty two minutes West three hundred

ven and ninety one-hundredths feet to an iron pin at the corner of
lands of Mareanna Dupont Silliman aforementioned; thence extending along
the said lands of Mareanna Dupont Silliman North sixty six degrees
forty seven minutes East one hundred six and fifty eight one-hundredths
feet to the first mentioned point and place of beginning.

CONTAINING 1.005 Acres.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of
Concord, Delaware County, State of Pennsylvania, bounded and described
as follows:

BEGINNING at a point set for a Northwesterly corner of this about to be
described tract and a Southwesterly corner of Lot #1 owned by Fritz
Vending Co., Inc., said point of beginning being set on the Easterly
side of U. S. Route 202, one way South, fifty feet wide; thence leaving
the Easterly side of said U. S. Route 202 and by land of the said Fritz
Vending Co., Inc. North sixty nine degrees eighteen minutes fifty seconds
East one hundred seventy five and ten one-hundredths feet to an iron pin
set for a Northeasterly corner of this and set on the Westerly side of
U.S. Route 202, one way North; thence by the said Westerly side of U.S.
Route 202 the following two courses and distances: (1) by a curved line
curving to the left having a radius of nine thousand five hundred seventy
one and thirty one one-hundredths feet and an arc length of one hundred
eighty nine and thirty two one-hundredths feet to a point; (2) South
twenty nine degrees fifty seven minutes East forty feet to a point set
for a Southeasterly corner of this and a Northeasterly corner of LOT #3;
thence by said Lot 3, South sixty nine degrees eighteen minutes fifty
seconds West two hundred thirty one and twenty one-hundredths feet to a
point set on the Easterly side of said U. S. Route 202, one way South,
fifty feet wide; thence by the said Easterly side of said U. S. Route
202 the following two courses and distances: (1) by a curved line curving
to the right a radius of two thousand two hundred twenty eight and twenty
one one-hundredths feet and an arc length of twenty three and sixty three
one-hundredths feet to a point; (2) North fifteen degrees twenty two
minutes West two hundred three and ninety five one-hundredths feet to a
point, being the place of beginning.

CONTAINING 1.055 acres of land be the same more or less.

BEING as to Premises "A" the same premises which Charles T. Fritz and
Bettie S., his wife, by Indenture bearing date the 31st day of September
A.D., 1969 and recorded the 6th day of April A.D., 1970 in the Office of
the Recorder of Deeds &c., in and for the County of Delaware aforesaid
in Deed Book No. 2366 page 1125, granted and conveyed unto Fritz Vending
Company (erroneously mentioned therein as Fritz Vending Company, Inc.)
in fee.

BEING As to Premises "B" the same premises which Donald T. Gladstone, s/m
by Indenture bearing date the 7th day of January A.D., 1971 and recorded
the 12th day of January A.D., 1971 in the Office of the Recorder of Deeds
&c., in and for the County of Delaware aforesaid in Deed Book No. 2389
page 1136 granted and conveyed unto Fritz Vending Company, in fee.

Commonwealth of Pennsylvania

County of Philadelphia

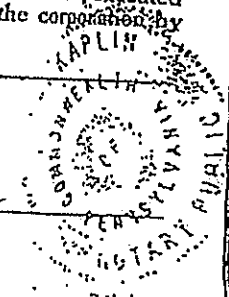
On this, the 2nd day of January, 1978, before me, a notary public for the Commonwealth of Pennsylvania, personally appeared Charles T. Fritz, Jr. to be the President of a corporation, and that he as such Officer the foregoing instrument for the purposes therein contained by signing the name of the corporation as President himself (himself) as President.

who acknowledged himself (himself) of FRITZ VENDING COMPANY (Pa. Corp.), being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as President.

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

MARTIN L. KAPLIN
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires July 3, 1976

M. L. Kaplin



INDUSTRIAL VALLEY TITLE
INSURANCE COMPANY

IV 159747-A

DEC 17 1978

FRITZ VENDING COMPANY, Pa. Corp.

TO
J.
WILLIAM/MANGAN, et ux

PREMISES: "A" & "B" CONCORD
PIKE, CONCORD TWP., DELAWARE
COUNTY, PENNSYLVANIA

750-S John C. Clark Co., Phila 11-72

Return To
INDUSTRIAL VALLEY TITLE
INSURANCE COMPANY
1700 MARKET ST.
PHILA., PENNA. 19103

RECORDED in the Office for Recording of Deeds in and for
Del. Co., Pa., in Deed
Book No. 2492 Page 863
Witness my hand and seal of office this Ninth
day of January Anno Domini 1974

Henry F. J. Teti,
Recorder of Deeds

Deputy

The address of the above-named Grantee
is 901 Shadeland Ave.
Drexel Hill Pa 19026.
On behalf of the Grantee
Alastair G. Fritz, Jr.

UNDER AND SUBJECT to certain rights as of record.

Together with all and singular the buildings, Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of it, the said Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground with the buildings and improvements thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantees, their Heirs and Assigns, to and for the only proper use and behoof of the said Grantees, their Heirs and Assigns, forever., AS TENANTS BY THE ENTIRETIES.

UNDER AND SUBJECT as aforesaid.

And the said Grantor, for itself, its Successors

do they these presents, covenant, grant and agree, to and with the said Grantees, their Heirs and Assigns, that it the said Grantor,

all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantees, their Heirs and Assigns, against it the said Grantor, and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or any of them, shall and will subject as aforesaid, WARRANT and forever DEFEND.

In Witness Whereof the said party of the first part has hereunto set its common or corporate seal, duly attested by its proper officers, dated this day and year first above written.

Sealed and Delivered

IN THE PRESENCE OF

3/19/74

FRITZ VENDING COMPANY

BY:

John T. R. S.

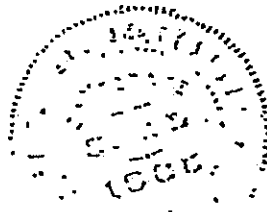
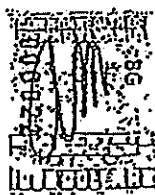
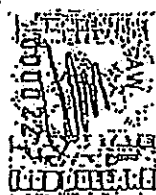
Pres.

ATTEST:

John T. R. S.

Sect.

Transfer Tax in the amount of 3.000 - has been paid on account of Concord 3,000



CERTIFICATE OF MEMBERSHIP

Issued by:

SPRINGHILL FARM WASTEWATER TREATMENT
FACILITY ASSOCIATION

A Non-Profit Pennsylvania Corporation

Issued To:

WILLIAM J. MANGAN AND CAROLINE F. MANGAN

Property Owner

This Certificate is issued in accordance with Article 10 of the Springhill Farm Wastewater Treatment Facility Association's Bylaws. It hereby grants William J. Mangan and Caroline F. Mangan as record owners of the real property described below, all rights, privileges, and benefits, together with all duties, responsibilities, and obligations of membership in the Association.

This Certificate assigns membership to the property located on U.S. Route 202, Concord Township, Delaware County, Pennsylvania, as described in the Deed recorded at Book 2492, Page 863, Office of Recorder of Deeds, Delaware County, Pennsylvania.

Issued this 17th day of September, 1997.



President



Secretary

Corporate
Seal

EXHIBIT "D"
(to Agreement of Service)

INITIAL PERCENTAGES FOR GENERATING USERS

Glen Eagle Square Shopping Center:	33.58%
William J. and Caroline F. Mangan (McKenzie's Brew House):	9.33%
PNC Bank:	0.56%
Residents (Springhill Farm Condominium Association; Marshall Road Lots (2, 8, 14, and 20); and Pleasant Hill Drive Lots (85 and 86)):	<u>56.53%</u>
Total:	100%