
EXHIBIT F123

GROUND LEASE AGREEMENT,
DATED FEBRUARY 19, 2019, BY AND AMONG
SPRINGHILL FARM WASTEWATER TREATMENT
FACILITY ASSOCIATION AND DELCORA

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is dated February 19th, 2019, 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 100 East Fifth Street, Chester, PA 19016 ("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.

[Remainder of page intentionally left blank. Signature page to follow.]

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: Cyndy Syvartsen
Secretary

By: Robert J. Lohr II
Robert J. Lohr, II
President

TENANT:

DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL AUTHORITY

Attest: _____
Secretary

By: _____
Stanley R. Kester
Chairman

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: _____

Robert J. Lohr, II
President


TENANT:

DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL AUTHORITY

Attest: _____


Edward E. Monaghan III
Secretary

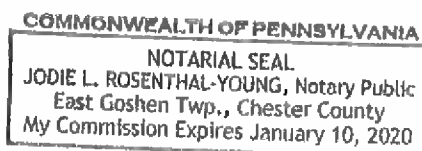
By: _____


Stanley R. Kester
Chairman

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF chester) SS
)

On this 21 day of February, 2019, before me, a Notary Public, the undersigned officer, personally appeared **ROBERT J. LOHR, II**, who acknowledged himself to be the **PRESIDENT** of the **SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION** and that as such, being authorized to do so, he executed the foregoing Ground Lease Agreement and acknowledged that he executed the same for the purposes therein contained.

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



Jodie Rosenthal-Young
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF _____) SS
)

On this _____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared **STANLEY R. KESTER**, who acknowledged himself to be the **CHAIRMAN** of the **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY** and that as such, being authorized to do so, he executed the foregoing Ground Lease Agreement and acknowledged that he 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)
) SS
COUNTY OF _____)

On this _____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared **ROBERT J. LOHR, II**, who acknowledged himself to be the **PRESIDENT** of the **SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION** and that as such, being authorized to do so, he executed the foregoing Ground Lease Agreement and acknowledged that he executed the same for the purposes therein contained.

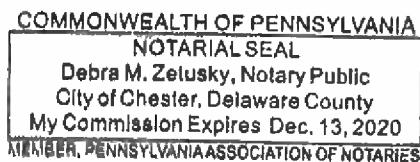
IN WITNESS WHEREOF, I have hereunto set my hand and official seals.

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF Delaware)

On this 19th day of February, 2019, before me, a Notary Public, the undersigned officer, personally appeared **STANLEY R. KESTER**, who acknowledged himself to be the **CHAIRMAN** of the **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY** and that as such, being authorized to do so, he executed the foregoing Ground Lease Agreement and acknowledged that he executed the same for the purposes therein contained.

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



Debra M. Zelusky
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

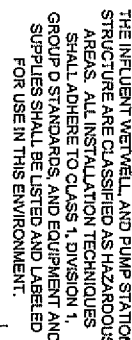
ALL THAT CERTAIN parcel of ground with the buildings and improvements thereon erected, situated in the Township of Birmingham, County of Delaware, State of Pennsylvania as shown on a comprehensive plan of Villages for Springhill Farm prepared by Brandywine Valley Engineers, Inc., dated November 21, 1984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

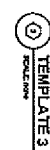
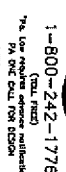
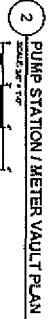
CONTAINING an area of 0.227 acres, more or less. Being designated as waste water treatment area.

EXHIBIT B

PLANS FOR THE TENANT IMPROVEMENTS



1
SCALE 1" = 10'
FACILITY SITE PLAN



1. REFLECT TO DRAWING 0404 FOR DRAWING INDEX, SPECIAL PRODUCT NOTES & DRAWING CONVENTIONS.

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- DISC VALVE CONTROL SIGNAL PLACEDWAY
- VALVE IN PLACED POWER PLACEDWAY
- SPRING DISCHARGE POWER PLACEDWAY
- PLACED VALVE IN CONTROL PLACEDWAY
- LINE TRANSITION SIGNAL PLACEDWAY
- FLOW SIGNAL PLACEDWAY
- PRESSURE SWITCH CONTROL PLACEDWAY

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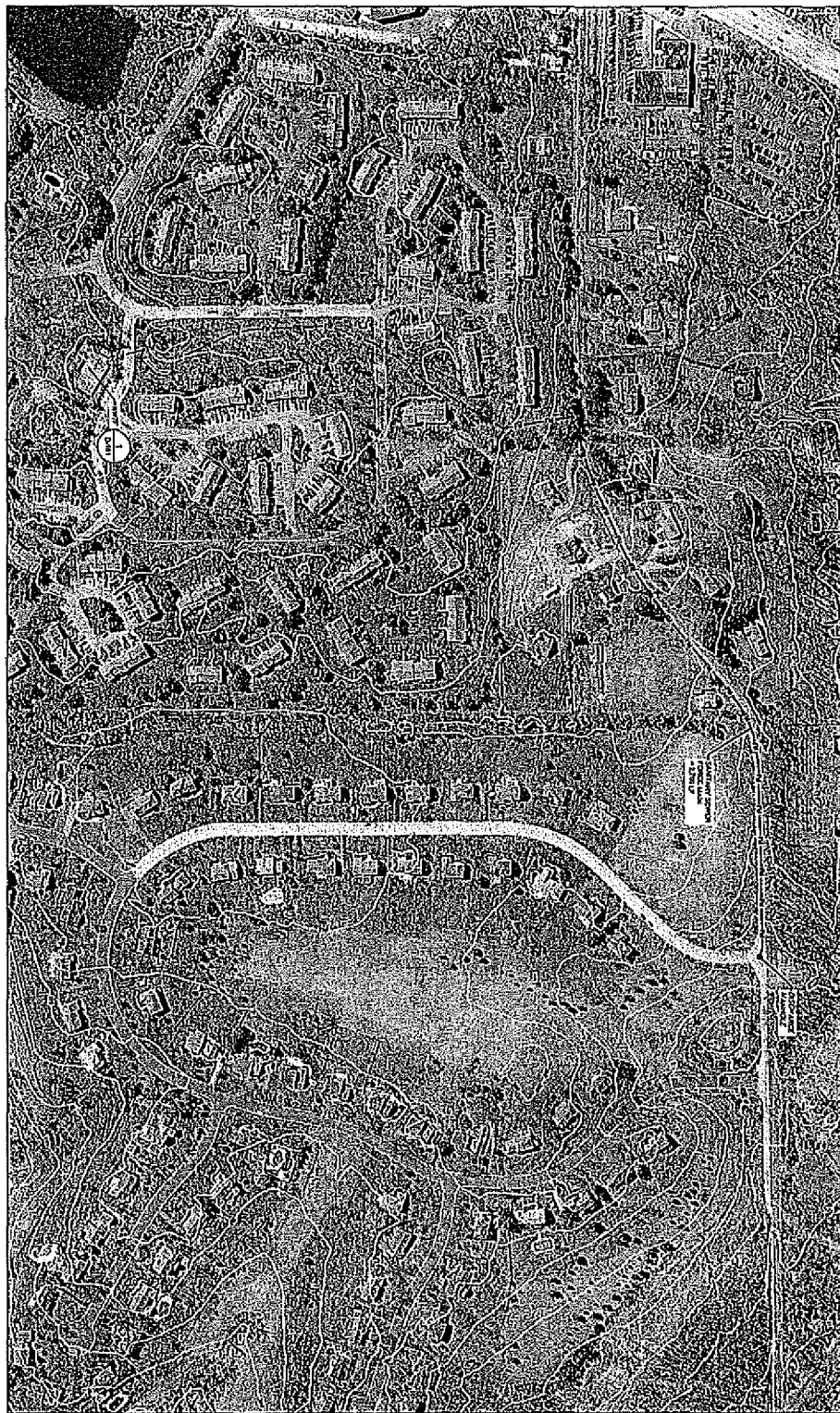
3a. UNOBTAINING REOP. ITZEL, RACHWAY CONFINEMENT
 TOTAL 1,540-1,540,000, 1,540,000-20
 3c. UNOBTAINING REOP. ITZEL, RACHWAY CONFINEMENT
 CONTROL, 1,540,000, 1,540,000-20
 3d. UNOBTAINING REOP. ITZEL, RACHWAY CONFINEMENT
 CONTROL, 1,540,000, 1,540,000-20
 3e. UNOBTAINING REOP. ITZEL, RACHWAY CONFINEMENT
 CONTROL, 1,540,000, 1,540,000-20
 3f. UNOBTAINING REOP. ITZEL, RACHWAY CONFINEMENT
 CONTROL, 1,540,000, 1,540,000-20

PROCESS
PUMP STATION/METER VAULT/CONTROL BUILDING PLANS AND PAID

E-101



1 AERIAL SITE PLAN
SCALE: 1"=100'



GENERAL NOTES
1. SEE SITE SPECIFICATIONS FOR ALL MATERIALS AND METHODS.
2. SEE SPECIFICATIONS FOR ALL MATERIALS AND METHODS.

G-101

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

GENERAL
AERIAL SITE PLAN

DATE	REV.	DESCRIPTION	BY	CHKD.
05/15/18	1	PROPOSED & EXISTING COPIES, PLANT REV 1	JLB	JLB
05/15/18	2	PROPOSED & EXISTING COPIES, PLANT REV 2	JLB	JLB
05/15/18	3	PROPOSED & EXISTING COPIES, PLANT REV 3	JLB	JLB
05/15/18	4	PROPOSED & EXISTING COPIES, PLANT REV 4	JLB	JLB
05/15/18	5	PROPOSED & EXISTING COPIES, PLANT REV 5	JLB	JLB
05/15/18	6	PROPOSED & EXISTING COPIES, PLANT REV 6	JLB	JLB
05/15/18	7	PROPOSED & EXISTING COPIES, PLANT REV 7	JLB	JLB
05/15/18	8	PROPOSED & EXISTING COPIES, PLANT REV 8	JLB	JLB
05/15/18	9	PROPOSED & EXISTING COPIES, PLANT REV 9	JLB	JLB
05/15/18	10	PROPOSED & EXISTING COPIES, PLANT REV 10	JLB	JLB
05/15/18	11	PROPOSED & EXISTING COPIES, PLANT REV 11	JLB	JLB
05/15/18	12	PROPOSED & EXISTING COPIES, PLANT REV 12	JLB	JLB
05/15/18	13	PROPOSED & EXISTING COPIES, PLANT REV 13	JLB	JLB
05/15/18	14	PROPOSED & EXISTING COPIES, PLANT REV 14	JLB	JLB
05/15/18	15	PROPOSED & EXISTING COPIES, PLANT REV 15	JLB	JLB
05/15/18	16	PROPOSED & EXISTING COPIES, PLANT REV 16	JLB	JLB
05/15/18	17	PROPOSED & EXISTING COPIES, PLANT REV 17	JLB	JLB
05/15/18	18	PROPOSED & EXISTING COPIES, PLANT REV 18	JLB	JLB
05/15/18	19	PROPOSED & EXISTING COPIES, PLANT REV 19	JLB	JLB
05/15/18	20	PROPOSED & EXISTING COPIES, PLANT REV 20	JLB	JLB

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GENERAL NOTES

1. NOTES TO BE OBSERVED BY THE CONTRACTOR.

2. NOTES TO BE OBSERVED BY THE CONTRACTOR.

3. NOTES TO BE OBSERVED BY THE CONTRACTOR.

4. NOTES TO BE OBSERVED BY THE CONTRACTOR.

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52. NOTES TO BE OBSERVED BY THE CONTRACTOR.

53. NOTES TO BE OBSERVED BY THE CONTRACTOR.

**SPRING HILL FARM WWTF PUMP STATION
& SANITARY SEWER FORCE MAIN**

CHADDS FORD & CONCORD TWP, DELAWARE COUNTY, PENNSYLVANIA

EROSION & SEDIMENT CONTROL
NOTES

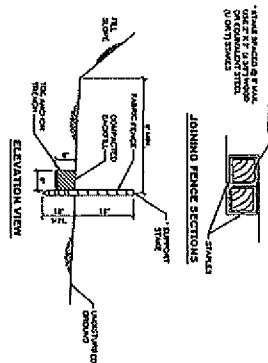
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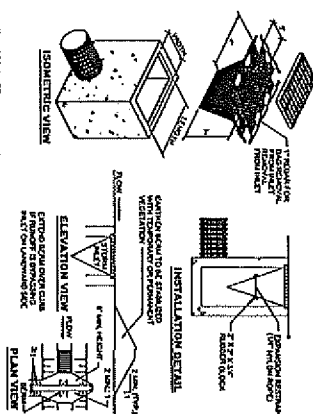
NO.	DATE	DESCRIPTION
1	01/15/2011	PRELIMINARY EROSION & SEDIMENT CONTROL PLAN
2	02/15/2011	REVISION 1: ADDITIONAL EROSION & SEDIMENT CONTROL MEASURES
3	03/15/2011	REVISION 2: FINAL EROSION & SEDIMENT CONTROL PLAN

ES-501

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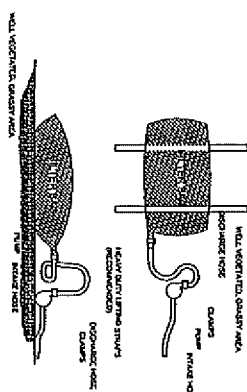
[illegible]

2 STANDARD CONSTRUCTION DETAIL #4-7
STANDARD SILT FENCE (18" HIGH)
SCALE: 1/8" = 1'-0"

[illegible]

4 STANDARD CONSTRUCTION DETAIL #4-16
FILTER BAG INLET PROTECTION - TYPE M INLET
SCALE: NOK

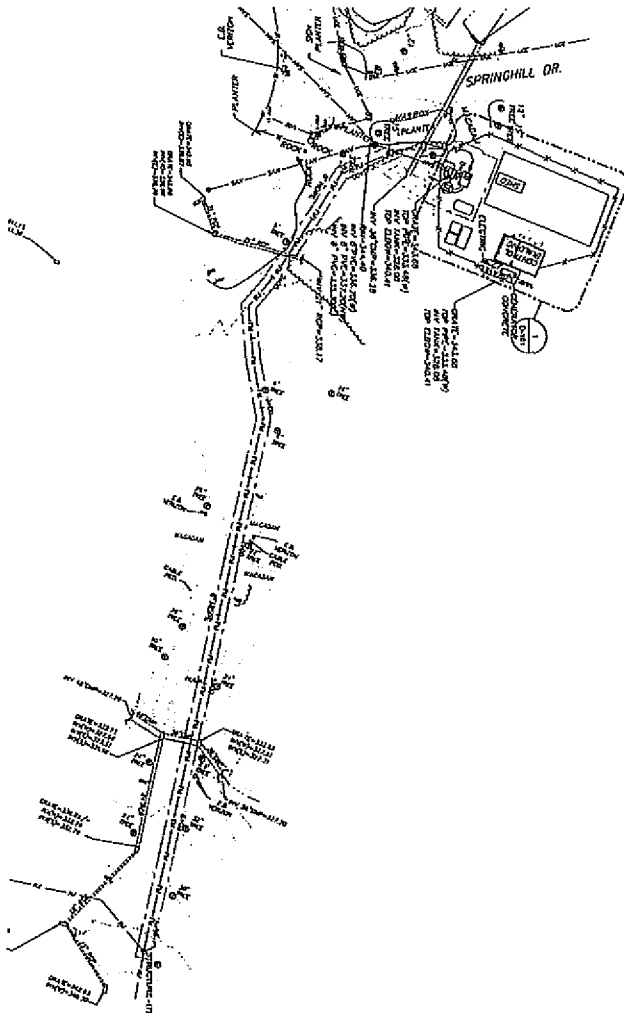
5 STANDARD CONSTRUCTION DETAIL #3-16
PUMPED WATER FILTER BAG
SCALE: NONE



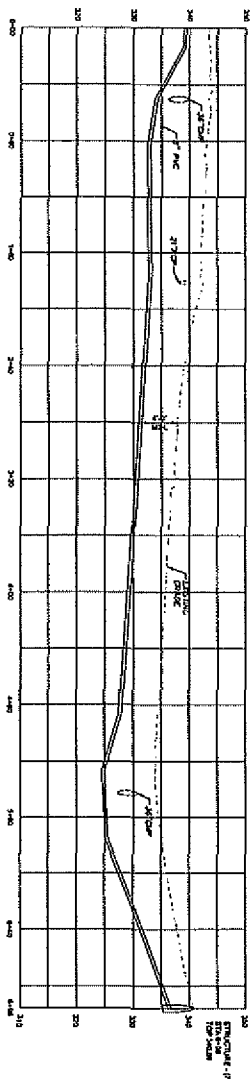
PROPERTY	TEST METHOD	MOOREAN STANDARD
POW. WGT. WITH AIR DRYING	ASTM D-4444	85.00%
ODOR TOLERANT	ASTM D-4403	20% max
PURCHASER	ASTM D-4403	10% max
WALLER POWER	ASTM D-4403	30% max
UV RESISTANCE	ASTM D-4403	75%
ADG. S. RETAINED	ASTM D-4403	80.00%

[illegible]

GENERAL NOTES	
1.	NOTES TO QUALIFIED PERSONS FROM DELINQUENT, MATURE, CREDIT RISK, PROBABLE OF LOSS & REPAIRING CONVENTIONS.



1 EFFLUENT FORCE MAIN PLAN (STA. 0+00 TO STA. 6+96)
SCALE: 1"=40'



2 EFFLUENT FORCE MAIN PROFILE (STA. 0+00 TO STA. 6+96)
SCALE: 1"=10'

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

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SPRING HILL FARM WWTF PUMP STATION & SANITARY SEWER FORCE MAIN

CHADDS FORD & CONCORD TWP., DELAWARE COUNTY, PENNSYLVANIA

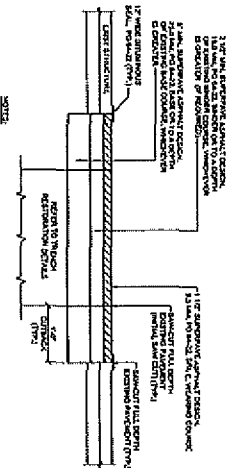
CIVIL
EFFLUENT FORCE MAIN PLAN AND PROFILE (STA. 0+00 TO STA. 6+96)

NO.	DATE	DESCRIPTION	BY	CHKD.
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002	02/10/10	DESIGN DEVELOPMENT	JLB	JLB
003	03/10/10	DESIGN DEVELOPMENT	JLB	JLB
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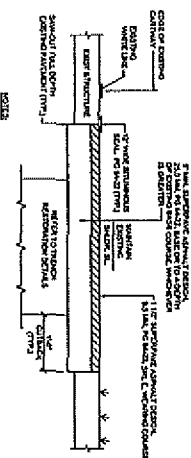
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GENERAL NOTES

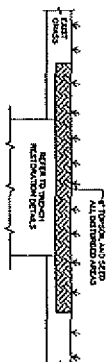
1. REFER TO STANDARD DRAWING REQUIREMENTS (MATERIAL, GENERAL, FINISHES, ETC.) FOR SPECIFICATIONS AND NOTES.
2. CONNECTIONS SHALL BE MADE TO EXISTING STRUCTURES AND UTILITIES IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD DRAWING REQUIREMENTS.



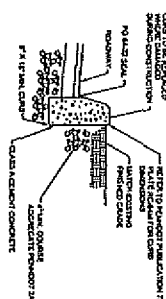
1. SURFACE RESTORATION DETAIL FOR PAVED ROADWAY



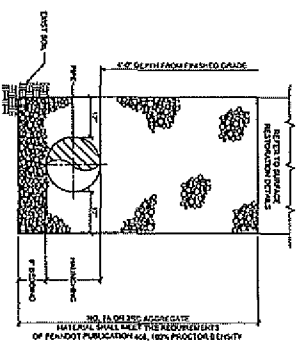
2. SURFACE RESTORATION DETAIL FOR PAVED SHOULDER



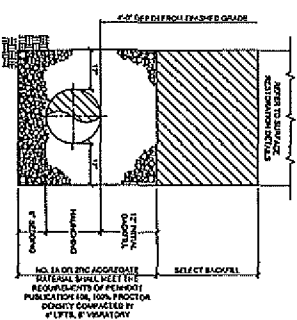
3. SURFACE RESTORATION DETAIL FOR GRASS AREAS



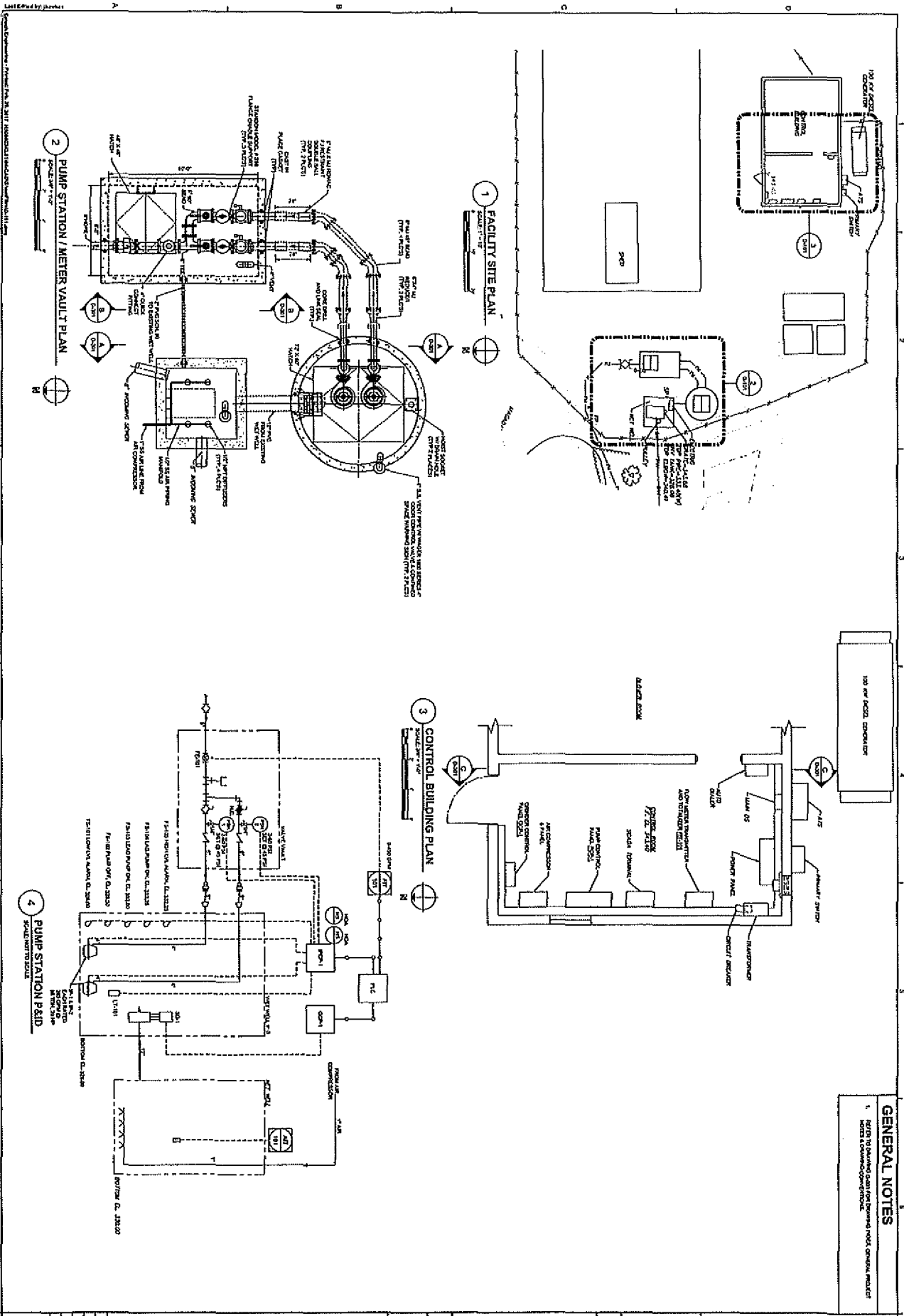
4. TYPICAL CURB RESTORATION DETAIL



5. TYPICAL AGGREGATE BACKFILL TRENCH RESTORATION DETAIL



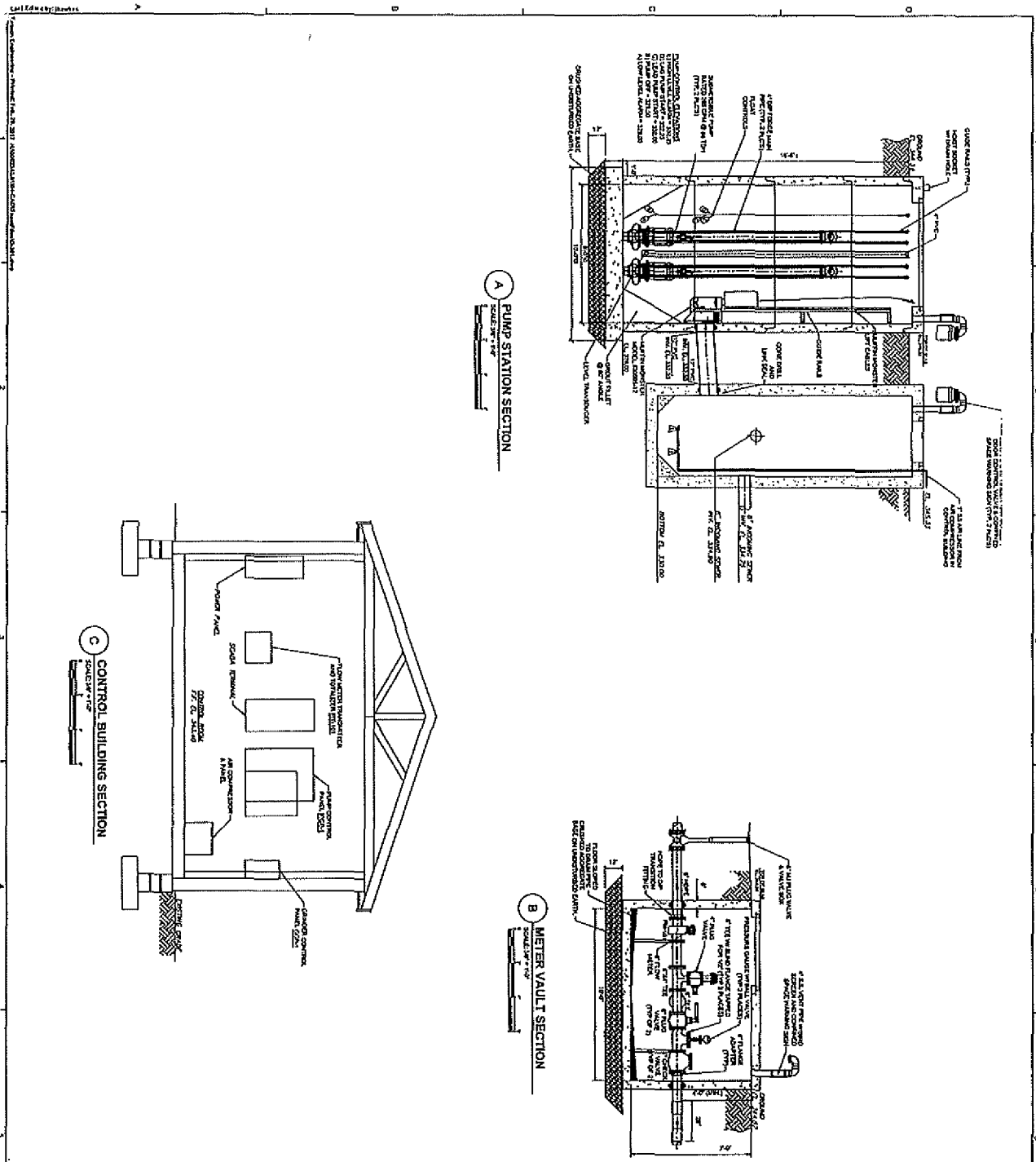
6. TYPICAL SELECT BACKFILL TRENCH RESTORATION DETAIL



GENERAL NOTES

1. REFER TO ALL DRAWINGS FOR GENERAL NOTES AND SPECIFICATIONS.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MCGRAW-HILL HANDBOOK OF PLUMBING, ELECTRICAL, AND MECHANICAL ENGINEERING.



GENERAL NOTES

1. REFER TO SEWERAGE & SANITATION CODE, GENERAL NOTES

2. REFER TO SEWERAGE & SANITATION CODE, GENERAL NOTES