
EXHIBIT F125

LICENSE AGREEMENT, DATED NOVEMBER 29, 2005,
BY AND AMONG DELCORA AND SUNOCO INC.

LICENSE AGREEMENT

COPY

THIS AGREEMENT made the 29th day of November, 2005 by and between Licensee, Delcora with an address at 100 East Fifth Street, Chester, Pennsylvania 19013 ("Delcora") and Licensor, Sunoco Inc., (R&M) 100 Green Street, Marcus Hook, PA 19061 ("Sunoco").

WITNESSETH:

WHEREAS, Sunoco owns three parcels of property located in a parking lot of Sunoco's Marcus Hook Refinery, Lower Chichester Township, Delaware County, Pennsylvania, recorded in the office for recording of Deeds in and for Delaware County, Pennsylvania in:

- Deed Book #1161, page 289
- Deed Book #254, page 484
- Deed Book #979, page 522

("the Sunoco Property"); and

WHEREAS, Delcora currently has a sanitary sewer meter pit located in a parking lot of the Sunoco Property at the location known as the 10 Plant Parking Lot ("the Chi Pit"); and

WHEREAS, Sunoco has agreed to grant Delcora a license on or through the Sunoco Property to enable Delcora to access, monitor, maintain and use the Chi Pit without the need for Delcora to enter through the main gate to the Sunoco Property and without the need for Delcora to be accompanied by security personnel of Sunoco in order to access the Chi Pit; and

WHEREAS, Delcora has agreed to compensate Sunoco for the cost Sunoco expends to construct additional security fencing on Sunoco's property that is required to

ensure the continued security of Sunoco's property while also allowing Delcora direct access to the Chi Pit through the License Agreement set forth herein; and

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

1. Access License. Sunoco shall permit Delcora, its officers, employees, agents and servants, to enter upon and use certain property herein described for the purpose of accessing, monitoring, maintaining, repairing and using the Chi Pit. The legal description for the precise route of said right-of-way is set forth in the form of license attached to this Agreement as Exhibit "A". This license granted to Delcora by Sunoco may not be recorded.

a. Delcora shall, at all times, exercise said license in such a manner as to avoid interference with or disruption of Sunoco's operations. Furthermore, Delcora hereby recognizes and acknowledges that the said license is subordinate to Sunoco's obligations, as owner or user of the property herein, to customers, to the general public and the like. Therefore, Delcora, its officers, employees, agents and servants, shall comply fully and promptly with Sunoco's regulations, directions and instructions.

b. Sunoco may, in its sole discretion, and with or without notice, postpone or cancel the exercise by Delcora of the license granted herein for causes beyond Sunoco's control. Such causes shall include, without limitation, the laws, regulations, acts, demands or interpositions of any federal, state or local government agency, acts of God, strikes, fire, flood, weather, war, acts of picketing, rebellion,

insurrection or terrorism or any other cause beyond Sunoco's control whether similar or dissimilar to the foregoing.

3. Within 30 days of invoice by Sunoco, Delcora shall reimburse Sunoco for all reasonable costs associated with the construction of additional security fencing and appurtenances on the Sunoco Property which affect the intent of this License.

4. Indemnity. Delcora and its successors and assigns hereby agree to indemnify and hold Sunoco harmless from any liability, cost or expense incurred by Sunoco from and against any and all suits, damages, liabilities, including without limitation environmental liabilities, penalties, fines, judgments, and causes of action, including without limitation all claims for personal injury, property damage, response, remediation or investigation costs, economic loss, including business disruption, costs and expenses (including attorneys' or consultants' fees) suffered, incurred or brought by any person or other legal entity, which may arise in any way, directly or indirectly from or in connection with any act or omission on or affecting the Sunoco Property or arising out of or relating to access or the right of way provided in this Agreement; except for such liability, cost or expense caused by the negligence of Sunoco, its employees, agents and/or representatives.

5. Assignment.

a. This Agreement shall not be assignable by either party without the advanced written consent of the other party, further provided all permitted assignees shall be expressly bound to the terms of this Agreement. Notice of any such request to assign and written confirmation that the assignee acknowledges that it is bound to this Agreement shall be provided to the non-assigning party.

5. Notices. Any notice, reports, correspondence or other submissions required by this Agreement to be given or furnished to any party shall be made in writing by certified mail, return receipt requested, facsimile or recognized overnight mail service. Notice shall be deemed to be provided upon receipt, if sent by certified mail, return receipt requested, or overnight mail and upon transmission and receipt of fax confirmation if sent by facsimile machine. Notice shall be made to the following persons and addresses (or to such other person or address as either party shall specify by notice in the manner set forth herein):

If to Delcora: Joseph L. Salvucci, Executive Director
DELCORA
100 East Fifth Street
Chester, Pennsylvania 19013

If to Sunoco Sunoco Inc. (R&M)
Attn: Facility Manager
100 Green Street
Marcus Hook, PA 19061

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

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

Witness:

Robert A. Fren

Joseph L. Salvucci
DELCORA

Witness:

Robert A. Fren

Kevin Robles
Sunoco Inc. (R&M)



Exhibit A

Legal Description of Easement

ALL THAT CERTAIN piece or parcel of land, located at Marcus Hook, and situate in the Township of Lower Chichester, in the County of Delaware and Commonwealth of Pennsylvania, bounded and described as follows viz:

BEGINNING at a point where the extension Southeastwardly of the Southwesterly line of Green Street, forty feet wide, meets the Southeasterly line of Morton Street, forty feet wide, at the distance of two hundred forty one feet and eighteen one hundredths of a foot measured Southwestwardly, along said Southeasterly line of Morton Street from the point of meeting with the Southwesterly line of Market Street, fifty feet wide; thence south twenty eight degrees fifty one minutes forty one seconds east, along said extension Southeastwardly of the Southwesterly line of Green Street, seventy two feet and three one hundredths of a foot to a point; thence south twenty six degrees twenty six minutes fifty two seconds west, thirty six feet and forty seven one hundredths of a foot to a point and the true place of beginning of the herein described tract; thence south fifty nine degrees forty one minutes nineteen seconds west, on a line parallel with and distant sixty feet measured northwestwardly and at right angles from the line established as the center line of railroad of The Philadelphia, Baltimore and Washington Railroad Company, known as the Maryland Division, ninety feet to a point; thence northwesterly at a ninety degree angle to the last described course thirteen and fifty one hundredths feet to a point; thence northeasterly at a ninety degree angle to the last described course sixteen and forty two one hundredths feet to a point; thence southeasterly at a ninety degree angle to the last described course nine and fifty one

hundredths feet to a point; thence north fifty nine degrees forty one minutes nineteen seconds east seventy three and fifty eight one hundredths feet to a point; thence southeastwardly at a ninety degree angle to the last described course four feet to a point and the true place of beginning of the herein described tract. Containing 1,993.79 square feet of land.