
EXHIBIT F132

AGREEMENT CONTAINING AN EASEMENT TO PERMIT
DELCORA TO OPERATE AND MAINTAIN SEWAGE
FACILITIES UPON THE LANDS OF SOUTHWEST,
DATED OCTOBER 15, 2012, BY AND AMONG
SOUTHWEST DELAWARE COUNTY MUNICIPAL
AUTHORITY AND DELCORA

AGREEMENT BETWEEN THE DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY ("DELCORA") AND SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY ("SWDCMA"). CONTAINING AN EASEMENT TO PERMIT DELCORA TO OPERATE AND MAINTAIN SEWAGE FACILITIES UPON THE LANDS OF SOUTHWEST.

THIS AGREEMENT ("Agreement") made this 15th day of October, 2012, between the **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY**, (hereinafter referred to as "DELCORA"), a Pennsylvania municipal authority with an address at 100 East Fifth Street, Chester, Pennsylvania, and **SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY** (hereinafter referred to as "SWDCMA"), a Pennsylvania Municipal Authority with an address at 1 Gamble Lane, Aston, Pennsylvania, provides as follows:

BACKGROUND

DELCORA is a municipal sewer authority that operates, among other things, a sewage treatment plant known as the DELCORA Western Regional Treatment Plant (hereinafter referred to as the "WRTP"). SWDCMA is the owner of a parcel of land located along Gamble Road in the Township of Aston, Pennsylvania and being folio no. 02-00-02914-01 (the "Aston Property") upon which DELCORA intends to construct and maintain a sewage pump station and force main facility to convey sewage to the WRTP consisting of a pump station, force main, sewer lines, utilities and other incidental improvements (collectively, the "Sewage Facilities") in the area of the Property as shown on the Easement Plan prepared by Catania Engineering Associates, Inc. which is identified as Exhibit "A" attached hereto, incorporated herein and made a part hereof (the "Plan").

The parties desire that DELCORA operate and maintain the Sewage Facilities.

NOW, THEREFORE, in consideration of the foregoing BACKGROUND, which is incorporated herein and made a part hereof, and of the mutual agreements herein contained, and intending to be legally bound hereby, DELCORA and SWDCMA hereby agree as follows:

AGREEMENT

1. SWDCMA hereby grants and conveys to DELCORA an exclusive easement upon, across and under the area shown on the Plan as "PROPOSED SANITARY SEWER EASEMENT AREA" having an area of approximately 0.81 ac. and as more particularly described in the legal description attached hereto as Exhibit "B" which is incorporated herein and made a part hereof (the "Easement Area") for sole purpose of operating, maintaining, repairing, upgrading and replacing the Sewage Facilities, including sewer lines and piping of DELCORA and others running within, into and out of the Easement Area, together with the right of access, ingress and egress on, upon and across the lands of SWDCMA adjacent to or near the Easement Area to the extent reasonably necessary to provide DELCORA with access to the Easement Area, including but not limited to the right to use and traverse such driveways (if any) as may exist from time to time on the lands of SWDCMA adjacent to or near the Easement.

2. DELCORA shall compensate SWDCMA for the easement upon signing of this agreement an amount equal to present market value as agreed upon by both parties. The easement granted above is subject to all matters of record as of the date of this Agreement.

3. DELCORA shall be solely responsible for the operation, maintenance, repair, upgrade and replacement of the Sewage Facilities and SWDCMA shall not be required to furnish any service in connection therewith. In the exercise of its rights and obligations hereunder, (i) DELCORA shall comply in all material respects with all applicable laws, regulations, ordinances and codes, (ii) DELCORA shall undertake all work diligently and in a good and workmanlike manner and (iii) DELCORA shall at all times maintain fencing and screening around the Sewage Facilities in good and proper condition.

4. This Agreement shall run with the land and shall burden SWDCMA's property. This Agreement shall inure to the benefit of, and be binding upon DELCORA, SWDCMA, and their respective successors and assigns. This Agreement, once executed and delivered, shall not be modified, supplemented, amended or altered in any respect except by a writing signed by both DELCORA and SWDCMA or their respective successors or assigns.

5. This Agreement shall be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute the same instrument.

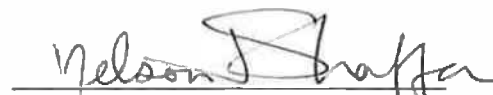
IN WITNESS WHEREOF, DELCORA and SWDCMA have caused this Agreement to be executed as of the date first above written.

SOUTHWEST DELAWARE COUNTY
MUNICIPAL AUTHORITY

ATTEST:



By:


Name: Nelson J. Shaffer
Title: SWDCMA Board Chairman


DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

ATTEST:



David G. Gorby
Secretary
Board of Directors

By:


Name: Stanley R. Kester
Title: Chairman
Board of Directors

State of Pennsylvania

County of ~~Delaware~~ Philadelphia

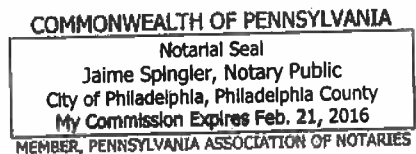
On this 9 day of October, 2012 before me, a Notary Public, personally appeared Nelson J. Shaffer, who acknowledged himself to be the Board Chairman of Southwest Delaware County Municipal Authority, a Pennsylvania Municipal Authority and that as such officer, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained by signing in the name of the company by himself as such officer.

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

Jaime Spingler
Notary Public

My Commission Expires:

Feb 21, 2016



State of Pennsylvania

County of Delaware

On this 10th day of October, 2012 before me, a Notary Public, personally appeared Stanley R. Kester, who acknowledged himself to be the Board Chairman of the Delaware County Regional Water Quality Control Authority, a Pennsylvania Municipal Authority and that as such officer, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained by signing in the name of the corporation by himself as such officer.

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

Suzanne Foley
Notary Public

My Commission Expires:

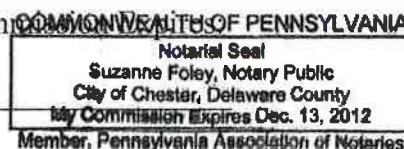


Exhibit “A”

Plan

Exhibit “B”
Easement Area



CATANIA ENGINEERING ASSOCIATES, INC.

Consulting Engineers & Land Surveyors

**Legal Description
SWDCMA Pump Station
Aston Township, Pa.**

**September 5, 2012
File No. 85269**

ALL THAT CERTAIN parcel of land thereto, SITUATE in the Township of Aston, County of Delaware, Commonwealth of Pennsylvania, being bounded and described according to an easement plan for SWDCMA dated September 4, 2012 prepared by Catania Engineering Associates, Inc. as follows, to wit:

BEGINNING at a point, said point being the Southeasterly corner of lands of SWDCMA; THENCE (1) N 48 °31'02" W 164.85 feet to a point; THENCE (2) N 27 °33'00" E 200.00 feet to a point; THENCE (3) S 62 °27'00" E 160.00 feet to a point; THENCE (4) S 27 °33'00" W 239.69 feet to the first mentioned point and place of beginning.

CONTAINING 35,175 square feet (0.8 acres), more or less of land.