
EXHIBIT F144

NATIONAL RAILROAD PASSENGER CORPORATION
LICENSE AGREEMENT, DATED APRIL 3, 2000
BY AND AMONG NATIONAL RAILROAD
PASSENGER CORPORATION AND DELCORA

NATIONAL RAILROAD PASSENGER CORPORATION
LICENSE AGREEMENT

THIS AGREEMENT, made this 3rd day of April 2000, between the NATIONAL RAILROAD PASSENGER CORPORATION, a corporation of the District of Columbia, with offices at 30th and Market Streets Philadelphia, PA. 19104 party of the first part (hereinafter called "Railroad") and the DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY (DELCORA) a municipal authority of the Commonwealth of Pennsylvania with principal offices at 100 East Fifth Street, P.O. Box 999, Chester, Pennsylvania 19016-0999, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary exclusive License, the Licensee and Licensee only (except as otherwise herein provided to construct, maintain, repair, alter, renew, relocate and ultimately remove):

A. DESCRIPTION OF FACILITY: Longitudinal underground occupation for one (1) 36 inch sewer force main to be located at Eddystone Avenue (625 feet) and Ridley Creek (442 feet) for a combined length of 1,076 feet along Railroad's right-of-way.

B. PURPOSE: To convey sewage from DELCORA's Central Delaware County Pump Station in Eddystone Borough to an existing sanitary sewage force main at the intersection of Third and Concord in the City of Chester.

C. LOCATION:

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|----------------------|---------------|
| (1) Milepost: | 12.41 & 12.65 |
| (2) Nearest Station: | Chester |
| (3) Town: | Eddystone |
| (4) County: | Delaware |
| (5) State: | Pennsylvania |

all as delineated and in strict accordance with plans prepared by WESTON titled: Delcora - CDPS New Force Main dated 5/28/99, submitted by Licensee and approved as to concept by the Chief Engineer of the Railroad, marked "Exhibit A", attached hereto and made a part hereof, also in strict compliance with current issues of Railroad Specifications No. USA, ENG 1604 and Requirements and Specifications for Wire, Conduit and Cable occupations all as applicable to the herein described work and incorporated herein by reference, all and any part thereof being hereafter referred to as the "FACILITIES"; said License, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit: (0.1)

1. This License shall commence on the First day of February 2001 and shall continue until terminated by either party by a written notice as stipulated in paragraph 25. (1.1)

2A. The Licensee shall pay to the Railroad upon the execution hereof, the sum of Five Hundred Dollars (\$500.00) as reimbursement for the costs and expenses incident to the preparation of this License, together with the further sum of Six Thousand Five Hundred Seventy One Dollars (\$6,571.00) per year as annual compensation, for the rights granted in this License, which sum shall be payable **ANNUALLY** in advance, without previous demand, commencing as of February 2001. Payments including any additional charges and sums as hereinafter set forth shall be mailed to P.O. Box 18266F, Group No. 5, St. Louis, Missouri 63150, or at such other place as the Railroad may from time to time designate. Railroad reserves the right to make adjustments, upon any anniversary date, in the compensation and/or charges. Any delay of Railroad in billing the adjustments hereinabove provided shall not constitute a waiver of or in any way impair the continuing obligation of the Licensee to pay such adjustments hereunder.

2B. The annual License Fee shall be adjusted in accordance with the following provisions:

(1) "Index" shall mean the "Consumer Price Index for All Urban Consumers - (CPI-U)" all items, (Base year 1982-84-100) as issued by the Bureau of Labor Statistics for the U. S. Department of Labor.

(2) The Index as of FEBRUARY 2001 shall be designated the Base Index:

(3) After the end of the first license year (defined as the period prior to FEBRUARY 2002 and every FEBRUARY of the license

year thereafter, the annual fees shall be adjusted so that the ratio of the Index for the first month following the end of each license year to the adjusted fee shall be the same as the ratio of the Base Index to the initial fixed fee;

(4) No adjustment shall reduce the annual License fee below that of the immediately preceding year;

(5) There shall be an adjustment in accordance with this section (B) for the partial license year, if any, in which this License terminates, except that the Index referred to in paragraph (3) of this Section (B) shall be the Index for the month following termination of this License, and except that such adjustment shall be retroactive only to the commencement of the license year in which this License terminates.

If Railroad is entitled to an adjustment of the fee in accordance with the above provisions, Railroad shall send a notice to Licensee setting forth the new fee. Any delay of Railroad in sending such notice shall not constitute a waiver of or in any way impair the continuing obligation of Licensee to pay such fee adjustments. In the event of an adjustment in the fee applicable to the license year in which this License terminates, the Licensee shall pay to the Railroad any additional fee owed for the months elapsed in such license year within thirty (30) days after such notice.

In the event that the Index hereinafter referred to ceases to incorporate a significant number of the items or if a substantial change is made in the method of establishing such Index, then the Index shall be adjusted to the figure that would have resulted had not change occurred in the manner of computing such Index; or in the event that such Index (or a successor or substitute Index) is not available, a reliable government or other nonpartisan publication evaluating the information theretofore used in determining the Index shall be used in lieu of such Index. (2)

3. Licensee shall and will pay all License Fees and any additional payments when due, without any setoff or deduction whatsoever, any payment or receipt thereof by Railroad or its agent of any amount less than the full amount to which Railroad deems it is entitled shall not operate or be deemed to operate, constitute or be construed, as a settlement or satisfaction of said License Fees or other amounts due, notwithstanding any statement or endorsement on the check or other paper accompanying the payment, but Railroad shall be deemed to have accepted said payment without prejudice and subject to its right to collect the balance actually due, as well as subject to any and all other rights available to

Railroad by law and under this License Agreement.

If, (i) default shall be made in Licensee's covenants herein to pay License Fees or additional payments on each due date as described herein; or (ii) if default shall be made in any other covenants and agreements herein contained on the part of Licensee to be kept or performed, and if any such default shall not be cured within thirty (30) days after Licensee has been given written notice by Railroad to do so, or (iii) if Licensee shall file or suffer to be filed against it a petition in bankruptcy, or (iv) if Licensee shall be declared insolvent according to law, or if a receiver or trustee be appointed for the property of Licensee, or (v) if Licensee shall make any general assignment for the benefit of creditors, or any bulk sale however denominated, (vi) if Licensee shall assign, sublet, or sub-license its rights, duties or obligations hereunder without first obtaining the prior written consent of Railroad, then, in any of such cases, Railroad may by written notice to Licensee immediately declare this License terminated, and in such event, in addition to any other action or remedy which Railroad may have at law or in equity to recover damages or otherwise by reason of a breach by Licensee of provisions of this License, Railroad, acting as attorney in fact for Licensee, shall have the right to remove Licensee's FACILITY by summary proceedings, without being liable to any prosecution, action or damages therefor, and have and enjoy the Railroad's property as of its former estate free, clear and discharged of this License and of all rights of Licensee hereunder; and all FACILITIES owned or placed upon the Railroad's property by or for Licensee, shall be filled and abandoned in place or removed by Railroad at the sole cost and expense of Licensee, which cost and expense Licensee shall pay to Railroad upon demand; and Licensee also shall pay to Railroad upon demand all fees and expenses, including reasonable attorney and/or collection agency fees, incurred in connection with the aforesaid actions.

The receipt by or on behalf of Railroad of any License Fee or additional payments with or without knowledge of any breach of any of the terms, covenants or conditions of this License, shall not be deemed a waiver of such breach, nor shall such receipt be deemed a withdrawal of any notice given to Licensee under the terms of this License, nor shall such receipt be deemed a reinstatement or reestablishment of this License or any portion thereof after termination or cancellation, nor shall the termination or other cancellation of this License or any portion thereof waive the obligation of Licensee to pay or discharge any License Fee, additional payments or other obligations accruing under this License.

Licensee hereby waives and relinquishes unto and in favor of Railroad the operation of all laws which do now or hereafter may exempt any FACILITY on Railroad's property from levy and sale upon distress for rent or upon execution of any judgment obtained in an action brought for nonpayment of any License Fees or additional payments hereunder or for breach of any other provisions hereof. The parties hereto shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this License or Licensee's use of the FACILITY and occupancy of Railroad's property or arising out of or in any way connected with any claim of injury or damage arising out of or in connection with this License or such use or occupancy. Licensee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Licensee's being dispossessed for any cause or in the event of Railroad's obtaining possession or for removal of the FACILITY by reason of the violation by Licensee of any of the covenants and conditions of this Lease or otherwise.

Licensor shall have the right to require rent payments to be made in cash, money order or certified check. A service charge of Ten Dollars (\$10.00) will be charged for each instance in which a check is returned unpaid by the Licensee's bank for any reason.

If Licensee does not pay License Fees or any additional payments hereunder on the day when the same shall become due and payable and such failure to pay License Fees or any additional payments shall continue for a period of thirty (30) days, Licensee shall pay to Railroad a service charge at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, which ever is the greater of the amount of such License Fee or any additional payment or all of them for each year or portion of a year that the same shall remain unpaid; provided, however, that such service charge shall in no event, be less than Fifty Dollars (\$50.00) for any year or portion of a year that the License Fee and any additional payment shall remain unpaid. Railroad reserves the right to institute legal proceedings and/or collection agency action for the payment of License Fees due and payable, and any legal and collection fees incurred shall be the responsibility of the Licensee; and immediate payment to be made to Railroad by Licensee upon written notice. The provision of this paragraph shall not preclude Railroad from exercising its options as set forth in any other Article of this License.

The actions and remedies provided in this License in event of default shall not be deemed exclusive but shall be in addition to all other actions and remedies at law or in equity in

event of any such default; and no action or remedy taken or omitted by Railroad in event of default shall be deemed a waiver of such default and waiver of a particular default shall not be deemed a waiver of any other default or a waiver of the same default again occurring, nor shall any failure on the part of Railroad to compel a fulfillment of any one or more of the covenants, terms and conditions herein contained be held to be a waiver of its right to enforce the same at any time thereafter during the term of this License. (3)

4. The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the sole purpose as outlined on Page 1 hereof. No departure that would result in a modification, change, amendment or sub-licensing to this License shall be made at any time therefrom except upon permission in writing granted by the Counsel to the President-NEC, Vice President Real Estate Development of Railroad, or designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction over the property, has by final ruling or order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said final ruling or order shall prevail for the crossing or occupancy herein mentioned. The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad. Any notification required or desired to be given to Railroad's Chief Engineer shall be sent to the address on first page here to the attention of the Chief Engineer. (4)

5. FACILITIES conveying gas (natural or artificial), oil, gasoline or other flammable matter shall not be installed or relocated under bridges or culverts, except in cases especially provided for. No FACILITIES shall be installed or relocated under bridges or culverts where there is likelihood of restricting the area required for the purposes for which the bridges or culverts were built, or endangering foundations of structures. (5)

6. No attachment of wires, cables, pipe lines, and appurtenances shall be made to any bridge (or its supports) of the

Railroad unless specifically provided for in this License, and then only in accordance with the Railroad's plans and specifications. No poles, towers, anchors or supports of any kind for the wires, cables, and appurtenances or sub-licensed facilities shall be located on the right-of-way or property of the Railroad unless specifically provided for in this License. (6)

7. In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee, who covenants and agrees to bear the full risk, cost and expense thereof and to reimburse promptly the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this License. (7)

8. The Licensee shall at all times be obligated promptly to maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad. For the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, Railroad may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee. (8)

9. In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee. (9)

10. In consideration of the exclusive rights granted hereunder to Licensee by Railroad, Licensee hereby agrees that as to any structure placed upon Railroad's property or any structure presently existing which structure is subject to renovation, repairs and subsequent use by Licensee, such structure shall be continuously maintained by Licensee from and after the effective date of this License. All costs of maintenance, repair and upkeep shall be borne by Licensee. Licensee shall be liable for and does indemnify and agree to hold Railroad harmless from any and all risks of liability for injuries to or death of persons or damage to or destruction of property resulting from said use, maintenance,

repair and/or upkeep or lack thereof of said structure without regard to negligence. (10)

11. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans and specifications to Railroad and obtain the written approval thereof by the Chief Engineer of Railroad before any work or alteration of the structure is performed and the terms and conditions of this License with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the annual or total compensation or assess additional charges. A penalty charge will be assessed against Licensee for unauthorized uses under this License Agreement. (11)

12. The Railroad shall have the right to verify by inspection that the location of the work and the materials used in construction, maintenance, repair, alteration, renewal and removal of the aforesaid FACILITIES covered by this License are in compliance with the plans and specifications. The right to verify the location of the construction work and inspect the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad. (12)

13. Licensee shall comply with all Federal, State, local and municipal statutes, laws, orders, ordinances, rules and regulations now or hereafter enacted and assume all costs, expenses and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad. Licensee shall also be responsible for notification to the Public Utility Commission or other similar public utility agency or commission in those states or jurisdictions requiring notice regarding installation of fiber optic cables at or near public crossings. Licensee's failure to so notify the appropriate commission or agency shall constitute grounds for termination of this License Agreement. Licensee shall assume all liability and costs arising out of such failure to notify the proper agency/commission. (13)

14. It is understood between the parties hereto that the operations of the Railroad at or near said FACILITIES involve some risk, and the Licensee as part of the consideration for this License hereby releases and waives any right to ask for or demand damages for or on account of loss of or injury to the FACILITIES (and contents thereof) of the Licensee and/or employees, agents, servants, contractors and invitees of the Licensee that are over,

under, upon or in the property and facilities (of the Railroad) including the loss of or interference with service or use thereof and without respect to the fault, failure or negligence of the Railroad, its employees, agents, servants, contractors, invitees or otherwise, unless due to the sole gross negligence or intentionally willful misconduct of Railroad. (14)

15. Licensee covenants and agrees to and shall at all times indemnify, protect, defend and save harmless Railroad from and against any and all losses, damages, liabilities, suits, claims, demands, judgments, costs, interest and expenses (collectively "losses and damages") which Railroad may directly or indirectly suffer, sustain or be subjected to by reason of, on account of, or arising out of a) the construction, placement, attachment, presence, use, misuse, maintenance, repair, alteration, renewal, relocation, failure, or removal of the FACILITIES, or b) the violation of, or compliance or noncompliance with, any Environmental Law relating in any way to the FACILITIES, including any disposal, discharge, or release of any wastes, pollutants, or hazardous substances from or in connection with the FACILITIES; whether such losses and damages be suffered or sustained by Railroad directly or by its employees, agents, servants, contractors, officers, or licensees, or by any other person or entity, including Licensee, who may seek to hold Railroad liable therefor, and whether attributable to the fault, failure, or negligence of Railroad, its employees, agents, servants, contractors, officers, licensees, or any other person acting for or on Railroad's behalf, unless due to the sole gross negligence or intentionally willful misconduct of Railroad.

It is further agreed that in the event Railroad shall, at its option, make any expenditures or incur any obligations for the payment of money in connection with this Article including, but not limited to, attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid, obligations incurred and costs, all with interest at the rate of twelve percent (12%) per annum or the highest rate allowable by law, whichever is the lesser, shall be deemed to be additional compensation due hereunder and shall be paid by Licensee to Railroad within five (5) days of the rendering of a bill or statement to Licensee therefor.

For the purpose of this Article, "Environmental Law" shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, bureaus, courts, authorities, agencies, officials and officers, relating in any manner or way to the control and/or abatement of environmental

pollution and environmental hazards, which now or at any time hereafter may be applicable, or claimed to be applicable, whether or not the claim is or is determined to be well founded. All excavated soils should be treated in accordance with PADEP "Policy and Procedure Establishing Criteria For Use of Uncontaminated Soils, Rock, Stone, Unused Brick and Block, Concrete and Used Asphalt as Clean Fill".

The provisions of this Article shall survive the expiration or other termination of this License for a period of six (6) years.
(15)

16. If a claim or action is made or brought against either party, such party shall notify and permit the other party to participate in the handling or defense of such matter, if such other party may be responsible hereunder, in whole or in part.
(16)

17. Prior to any entry for any purpose provided for in this License, Licensee shall provide to Railroad the name or names of the agents or employees to be present physically at the FACILITIES and responsible for any work in process or liability therefor. Said notice shall be in writing, to the Chief Engineer of Railroad, delivered at least twenty-one (21) days prior to entry. (17)

18. All costs and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation, and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or materials furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation, or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of materials plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material, management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers' liability insurance, public liability insurance, and other insurance, taxes and all other direct expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the rendition thereof by Railroad. (18)

19. The Licensee shall, at its sole cost and expense, upon

request in writing from the Railroad, promptly change the location of said FACILITIES covered by this License, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad with the intent that said construction shall at all times comply with the terms and conditions of this License with respect to the original construction; or in the event of the lease, sale or disposal of the property or any part thereof encumbered by this License, then the said Licensee shall make such adjustments or relocations in its FACILITIES as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in location and provide necessary materials therefor, at the sole cost and expense of the Licensee. (19)

20. In the event that FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right-of-way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES and Railroad shall have the right to repair, replace, restore or correct any such damage caused by said occupation at the sole cost and expense of the Licensee. The provisions of this clause shall survive the expiration or other termination of this License for a period of six (6) years. (20)

21. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interferences growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad has the right to do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor. (21)

22. As part of the consideration for granting this License, Licensee covenants and agrees that no assessments, taxes or charges of any kind, general, special or otherwise shall be made against Railroad or its property by reason of the construction and use of said FACILITIES by Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes and/or charges of any kind or nature which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction, existence, use, and maintenance of said FACILITIES of Licensee. (22)

Handwritten initials: V.P.

DELCORA
P.O. Box 999
Chester PA 19016-0999

23. Licensee hereby designates ~~Roy F. Weston, Inc., 1400 Weston Way, West Chester, PA 19380~~, as its agent(s) for the service of any notice desired or required by this License, and/or of process in any action growing out of, connected with, or based upon this License, or the activities undertaken hereunder, and agrees that service upon one of the above named person(s) shall constitute due and proper service of any such notice or any such process. Any notification or service required or desired to be given to the Railroad under this License shall be sent, postage prepaid, by certified or registered mail to the address on page first hereof to the attention of the Counsel to the President-NEC, Vice President Real Estate Development. (23)

24. The rights conferred hereby shall be the sole privilege of the Licensee only, and no assignment, sub-licensing or transfer hereof shall be made, or other use be permitted than for the specific purpose stated on page first hereof without the consent and agreement in writing of the Railroad being first had and obtained. (24)

25. This License with the rights granted may be terminated at any time by either party upon giving not less than thirty (30) days' prior written notice to the other; and upon the expiration of the said thirty (30) days from date of mailing by certified or registered U.S. Mail, this License and the permission and privilege hereby granted shall absolutely cease and terminate. This License is subject to termination by Licensor upon giving thirty (30) days notice to Licensee for unauthorized uses or sub-licensing Licensee's sole right to occupy Railroad's right-of-way. (25)

Railroad shall not terminate this agreement unless required to do so for its corporate purposes, in which instance it shall use reasonable efforts to provide a mutually acceptable alternative location for Licensee's facilities. (25.1)

If Railroad should terminate this License prior to the expiration of the term specified in Article "1", it shall use reasonable efforts to provide a mutually acceptable alternative location for Licensee's facilities. If no such alternative location can be provided, then Railroad shall refund a prorated portion of the lump-sum payment as would be applicable to the unexpired period. Licensee shall not be entitled to any refund if Licensee should terminate this License. (25.2)

26. Upon termination of this License or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease, and this instrument shall thereupon become and be null and void, without any

liability on the part of either party to the other party except where expressly provided to the contrary and any liability accrued prior thereto, and the Licensee shall, with the prior written approval of the Railroad, remove or cause to be removed its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall have the right to do so at the sole cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal. The provisions for this paragraph shall survive the expiration or other termination of this License. (26)

27. Before this License shall be effective, the Licensee shall at its sole cost and expense procure, provide, and deliver to the Railroad and thereafter maintain in effect during the term of this License, general liability insurance covering all liabilities assumed by the Licensee under Article "15" of this License, without exception or restriction of any kind. Products-completed operations, independent contractors and contractual liability coverages are to be included, with all Railroad exclusions deleted. Railroad is to be named as an additional insured and said insurance shall be in limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, bodily injury, death and/or property damage whether of the Licensee, the Railroad, or others, and shall contain a waiver of subrogation against Railroad, and said insurance shall be with such companies and in such form as shall be acceptable to the Railroad. Said insurance shall be endorsed to provide that the Railroad will be notified in writing by the insurance carrier at least thirty (30) days in advance of any cancellation or changes which modify the coverage provided thereunder. The providing of such insurance shall not be deemed a limitation on the liability of Licensee as provided in this License, but shall be additional security therefor. In the event the term of this License exceeds ten (10) years, The Railroad reserves the right to modify the conditions/limits of said insurance listed in this Article. (27)

Licensee may be permitted to self insure its obligation under this Article, in lieu of procuring and maintaining the above mentioned insurance policies, provided the Licensee notifies the Railroad of their intention to do so and receives written approval from the Railroad. (27.1)

28. The covenants, conditions and agreements contained in this License shall bind and inure to the benefit of Licensee and Railroad and their respective heirs, distributors, executors,

administrators, successors, and, except as otherwise provided in this License, their assigns. (28)

29. The obligations of the Railroad hereunder shall be subject to Force Majeure which shall include, but not be limited to labor disputes. (29)

30. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto.

There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this License.

All additions, changes or deletions herein were made prior to execution by either party, except that additions, changes or deletions made after execution by one party and before execution by the other shall be marginally initialed by both parties. (30)

31. This License shall be construed according to the laws of the Commonwealth of Pennsylvania. (31)

32. The provisions of this License are severable and it is the intention of the parties hereto that if this License cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the License shall be given full force and effect as completely as if the part or parts held invalid had not been included therein. (32)

33. It is understood and agreed between the parties hereto that execution of this agreement by Licensee, and negotiation of any check or other negotiable instrument by Railroad, prior to the date of execution of this agreement by Railroad, shall in no way be deemed or construed by Licensee to be acceptance of this agreement by Railroad. In the event that this agreement is not executed by Railroad for any reason whatsoever, then and in that event the amount set forth in any such check or other negotiable instrument shall be refunded to Licensee within a reasonable period of time after written notification that this agreement will not be executed by Railroad; provided, however, that the payment by Licensee of a preparation fee, if any, to Railroad shall be nonrefundable and made as full payment for the Railroad's preparation of this document without regard to whether or not same is ever executed. (33)

34. In connection with the construction of the FACILITIES,

the Licensee, its contractors and subcontractors shall carry insurance as follows:

The contractor shall procure and maintain, at its own cost and expense, during the entire period of performance of the Project, the types of insurance specified below. The contractor shall submit a certificate of insurance giving evidence of the required coverages, prior to commencing work. All insurance shall be procured from insurers authorized to do business in the jurisdiction where operations are to be performed. The contractor shall require all subcontractors to carry the insurance required herein, and contractor may, at his option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate(s) of insurance have been furnished. If the insurance provided is not in compliance with the requirements listed below, Railroad maintains the right to stop work until proper evidence is provided. The insurance shall provide the 30 days prior written notice to be given to Railroad in the event coverage is substantially changed, canceled or non-renewed.

- A. WORKERS' COMPENSATION INSURANCE complying with the requirements of the statutes of the jurisdiction(s) in which the construction of the FACILITIES are to be performed, covering all employees of the contractor. Employer's Liability coverage with limits of not less than \$1,000,000 each accident or illness shall be included.

In the event the work is to be performed on or over navigable waterways, Longshore and Harbor Workers' Compensation Act Endorsement and Maritime Coverage Endorsement are to be added including coverage for wages, transportation, maintenance and cure.

- B. COMMERCIAL GENERAL LIABILITY INSURANCE covering the liability imposed upon the contractor with respect to all work to be performed and all obligations assumed by the contractor under the terms of this contract. Products-completed operations, independent contractors and contractual liability coverages are to be included with the contractual exclusion related to the construction/demolition activity within fifty (50) feet of the railroad, X-C-U and Y2K exclusions deleted.

Amtrak is to be named as an additional insured with

respect to the operations to be performed. Coverage under this policy, or policies, shall have limits of liability of not less than \$2 million per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

- C. AUTOMOBILE LIABILITY INSURANCE covering the liability of the contractor arising out of the use of **ANY VEHICLE** which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under the contractor's General Liability Insurance. The policy shall name Amtrak as an additional insured with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than \$1 million per occurrence, combined single limit, for bodily injury, and property damage liability.
- D. RAILROAD PROTECTIVE LIABILITY INSURANCE shall be provided by the contractor, with respect to the construction of the FACILITIES by the contractor or any subcontractor. The (ISO) Occurrence Form, in the name of the National Railroad Passenger Corporation shall have limits of liability of not less than \$2 million per occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof and a \$6 million annual aggregate. Additionally, Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy.

Further, "Physical Damage to Property" as defined in policy is to be deleted and replaced by endorsement with the following:

It is agreed that "Physical Damage to Property" means direct and accidental loss of or damage To all railroad property.

The original Railroad Protective Liability Insurance Policy is to be submitted prior to commencement of

work.

- E. All Risk Property Insurance covering physical loss or damage to all contractor's property used in the construction of the FACILITIES. The policy shall have limits of liability adequate to cover property of the contractor (including personal property of others in contractor's care, custody or control) and include a waiver of subrogation against Amtrak.
- F. Environmental Impairment/Contractor's Pollution Liability Insurance covering the liability of the contractor arising out of the pollution or impairment of the environment, including clean-up costs, caused by the performance of the activity in connection with the FACILITIES. Amtrak shall be named as an additional insured with respect to the operations to be performed, and the policy shall contain a waiver of subrogation against Amtrak, its employees and agents. Coverage under this policy (or policies) shall have limits of liability of not less than \$5 million. Contractor is permitted to cover the pollution liability exposure in the General Liability Insurance required above provided the coverages are specifically listed on the Certificate of Insurance that is provided.
- F. (1) Claims-Made Insurance. If the insurance specified above is provided on a claims-made form, such policy shall provide:

1. Policy retroactive date coincides with or precedes the contractor's start of work (including subsequent policies purchased as renewals or replacements).
2. Contractor will make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of naming Amtrak as an additional insured.
3. If insurance is terminated for any reason, contractor agrees to purchase an extended reporting provision of at least three years to report claims arising from work that is being performed.

4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all contractor personnel and equipment have been removed from railroad property, and the work has been formally accepted. Failure to carry or keep such insurance in force as stipulated shall constitute a violation of the Agreement.

The Contractor shall furnish to Railroad's Engineering Department the original of the policy for Railroad Protective Liability Insurance and Certificate of Insurance for all other coverages, fifteen days prior to commencing work. The fifteen day advance notice of coverage may be waived in situations where such waiver will benefit Railroad, but under no circumstances will the contractor be permitted to work on Railroad property until evidence of all insurance requirements has been provided to Railroad. Evidence of insurance coverage shall be provided to:

National Railroad Passenger Corporation
Assistant Chief Engineer
M of W and Structures
3rd Floor, South Tower
30th Street Station
Philadelphia, Pennsylvania 19104

Work may not proceed on Railroad property until all insurance requirements have been met to the satisfaction of Railroad's Assistant Chief Engineer, M of W and Structures, or his duly authorized representative.

Except for Railroad Protective Liability Insurance which is mandatory, the Licensee may be permitted to self insure its obligation under this Article, in lieu of procuring and maintaining the other above mentioned insurance policies, provided the Licensee notifies the Railroad of their intention to do so and receives written approval from the Railroad. Permission to self insure under this Article shall not extend to any contractor and subcontractor of the Licensee. (34)

35. Licensee agrees that the terms, conditions and provisions of this agreement constitute confidential and proprietary information regarding Railroad and agrees not to disclose any term, condition or provision of this agreement without the prior written consent of Railroad or by order of a court of competent jurisdiction. (35)

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IN WITNESS WHEREOF, the said parties hereto have caused this License to be duly executed and delivered as of the day and year first above written.

WITNESS:

NATIONAL RAILROAD PASSENGER CORPORATION

Nancy A. Edwards

Sally J. Bellet

By: Sally J. Bellet

Title: Counsel to the President- NEC and
Vice President Real Estate Development

Date: April 3, 2001

WITNESS:

DELAWARE COUNTY REGIONAL WATER QUALITY
CONTROL AUTHORITY (DELCORA)

Robert A. Frazee

Joseph L. Salvucci

By: Joseph L. Salvucci

Title: Executive Director

Date: 2-13-2001

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