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EXHIBIT F145

FACILITIES EASEMENT, DATED NOVEMBER 26, 2014,  
BY AND AMONG DELCORA AND THE CITY OF CHESTER

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**AGREEMENT BETWEEN THE DELAWARE COUNTY REGIONAL WATER  
QUALITY CONTROL AUTHORITY (DELCORA) AND CITY OF CHESTER (CITY)  
CONTAINING AN EASEMENT TO PERMIT DELCORA TO OPERATE AND  
MAINTAIN A PIPELINE ON, UNDER AND AS PART OF PROPERTY OF THE CITY .**

**(FACILITIES EASEMENT)**

THIS AGREEMENT ("Agreement") made this 26<sup>th</sup> day of November, 2014, between the CITY OF CHESTER, Delaware County, a municipality of the Commonwealth of Pennsylvania with its principal place of business at 1 Fourth Street, Chester PA 19013 (hereinafter, the "CITY") and DELAWARE COUNTY REGIONAL QUALITY CONTROL AUTHORITY, a municipal authority of the Commonwealth of Pennsylvania with its principal place of business at 100 East Fifth Street, Chester, PA 19013 (hereinafter "DELCORA"), provides as follows:

**BACKGROUND**

WHEREAS, DELCORA is a municipal authority that operates, among other things, sewage treatment facilities. CITY is a municipality and the owner of Boothe Street, 3<sup>rd</sup> Street, Concord Avenue, 2<sup>nd</sup> Street and Dock Street in the City of Chester, Delaware County, Pennsylvania (hereinafter "Burdened Roadways") within, under and as part of which there is included DELCORA's utility facilities consisting of a forty-eight inch (48") force main (hereinafter, the "Force Main"); and

WHEREAS, The Force Main is owned by DELCORA and DELCORA has operated and maintained the Force Main since approximately 1975; and

WHEREAS, DELCORA and CITY wish to formally acknowledge and memorialize the CITY's grant of easement and right of way to DELCORA, its successors and assigns, for the purpose of installing, constructing, maintaining, operating, inspecting, repairing, renewing, relocating, replacing, changing or removing the Force Main; a wastewater force main, sewer lines, utilities, pipelines, including pipelines for conveyance of treated effluent, non-potable water, potable water, telecommunications lines, fiber optic lines and/or petroleum products, and/or other incidental improvements and any appurtenances and appliances thereto, including force main and/or pipeline within the existing Force Main (collectively hereinafter, the "Facilities), with a width of Thirty Feet (30') within, under and as part of those portions of the Burdened Roadways located in the City of Chester, County of Delaware, Commonwealth of Pennsylvania in accordance with legal description made by Catania Engineering Associates, Inc., entitled "3<sup>rd</sup> Street Forcemain", dated April 29, 2013, attached hereto and made part hereof as Exhibit A (hereinafter, the "Easement Area")

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by reference hereto, and of the mutual agreements herein contained, and intending to be legally bound hereby, DELCORA and CITY hereby agree as follows:

## AGREEMENT

1. CITY hereby grants and conveys to DELCORA, its successors and assigns, a permanent easement and right-of-way with a width of Thirty Feet (30') in, upon, across and under the Easement Area (as described in Exhibit "A" herein) for the purpose of installing, constructing, maintaining, operating, inspecting, repairing, renewing, relocating, replacing, changing or removing the Facilities, including but not limited to the Force Main, a wastewater force main, sewer lines, utilities, pipelines, including pipelines for conveyance of treated effluent, non-potable water, potable water, telecommunications lines, fiber optic lines and/or petroleum products, including force main and/or pipeline within the existing Force Main.
2. DELCORA shall, to the extent permitted by the Political Subdivision Tort Claims Act, indemnify and save harmless CITY from all damages not caused by the CITY or its agents, resulting from the operation, maintenance, repair, upgrade, replacement, enlargement and/or improvement of the Facilities, or the failure of the Facilities. DELCORA, its successors and assigns shall be solely responsible for the operation, maintenance, repair, upgrade, replacement enlargement and/or improvement of Facilities and CITY shall not be required to furnish any service in connection therewith. In the exercise of its rights and obligations hereunder, DELCORA, its successors and assigns shall comply in all material respects with all applicable laws, regulations, ordinances and codes.
3. This Agreement, and the easement and right-of-way granted hereunder, shall run with the land and shall burden CITY's property. This Agreement shall inure to the benefit of, and be binding upon DELCORA and CITY, 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 CITY or their respective successors or assigns.
4. DELCORA and CITY agree that DELCORA shall pay the following for this easement: (a) Seventy Five Thousand Dollars (\$75,000.00) in immediately available funds payable upon the date of the CITY's execution and delivery of this Agreement to DELCORA; and (ii) ten percent (10%) of any proceeds received by DELCORA from the sale or lease of the easement by DELCORA to any third party (the "Revenue Stream"). DELCORA shall include in any agreement of sale or lease relating to the easement with any third party a provision placing such third party on notice of the right of the CITY to receive the Revenue Stream hereunder. DELCORA shall provide with CITY with notice of its intent to close a sale or enter into a lease agreement for the easement and a true, complete and correct copy of any agreement of sale or lease agreement at least twenty (20) days in advance of the settlement date (in the event of a sale transaction) or the occupancy date (in the event of a lease transaction). All monies due to the CITY hereunder on account of such Revenue Stream shall be either (i) paid directly by such third party to the City on the same date as it pays DELCORA; or (ii), if paid by the third party to DELCORA, DELCORA shall hold such Revenue Stream monies in trust for the benefit of the CITY and pay over such monies to the CITY no later than ten (10) days after receipt by DELCORA of such sale or lease proceeds. The CITY reserves the right to audit the books of DELCORA from time to time to monitor compliance with this requirement.

5. Additionally, DELCORA, its successors and assigns shall be responsible for all costs associated with design and installation of the Facilities. This Agreement shall be executed in any number of counterparts, each of which shall be executed as of the first date above written.

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

ATTEST:

CITY OF CHESTER

By: *Cardea L. Jefferson*  
*City Clerk*  
Title

By: *John A. Hinder*  
*Mayor*  
Title

ATTEST:

DELAWARE TOWNSHIP REGIONAL  
QUALITY CONTROL AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

5. Additionally, DELCORA, its successors and assigns shall be responsible for all costs associated with design and installation of the Facilities. .

6. 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 CITY have caused this Agreement to be executed as of the date first above written.

ATTEST:

CITY OF CHESTER

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

ATTEST:

DELAWARE COUNTY REGIONAL WATER  
QUALITY CONTROL AUTHORITY

By: David G. Gorbey

David G. Gorbey  
Secretary

By: Stanley R. Kester

Stanley R. Kester  
Chairman, Board of Directors

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

[seal]

Commonwealth of Pennsylvania

County of Delaware

On this the 26<sup>th</sup> day of November, 2014, before me, a Notary Public, personally appeared John A. Linder, who acknowledged himself to be the Mayor of the City of Chester, Delaware County, Pennsylvania and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the Municipality by himself as such officer.

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

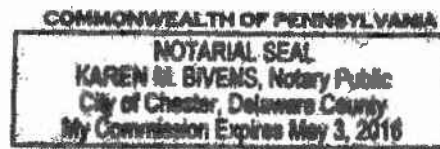
Karen M. Bivens  
Notary Public

My Commission Expires:

5-3-2016

Commonwealth of Pennsylvania

County of Delaware



On this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ 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 purposes contained therein by signing the name of the corporation by himself as such officer.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Commonwealth of Pennsylvania

County of Delaware

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Township of Newtown, a municipality of the Commonwealth of Pennsylvania, 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.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Commonwealth of Pennsylvania

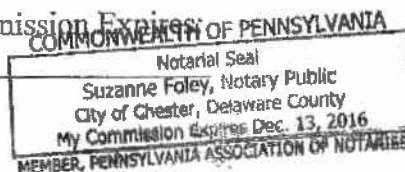
County of Delaware

On this 18<sup>th</sup> day of November, 2014, before me, a Notary Public, personally appeared Stanley R. Kester, who acknowledged himself to be the Chairman BOD 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:





# CATANIA ENGINEERING ASSOCIATES, INC.

Consulting Engineers & Land Surveyors

Legal Description  
3<sup>rd</sup> Street Forcemain  
Delcora  
City of Chester, Delaware County

April 29, 2013  
File #81600-2013-1

ALL THAT CERTAIN sanitary sewer force main and appurtenances thereto situate in the City of Chester, County of Delaware, Commonwealth of Pennsylvania, being bounded and described according to a plan of Chester Sewage Forcemain - Contract #12 for Delaware County Regional Water Quality Control Authority dated July 1, 1975 prepared by Albright & Friel, a division of Betz Environmental Engineers, Inc., Plymouth Meeting, Pa as follows to wit:

BEGINNING at a point in the bed of Booth Street, said point being located 465 feet Southeasterly from 2<sup>nd</sup> Street; THENCE (1) in the bed of Booth Street in Northwesterly direction 1,000 feet, more or less, to 3<sup>rd</sup> Street; THENCE (2) in the bed of 3<sup>rd</sup> Street in a Northeasterly direction 7,800 feet, more or less, to the intersection of Pusey Street; THENCE (3) continuing in the bed of 3<sup>rd</sup> Street in an Easterly direction 2,400 feet, more or less, to the intersection of Concord Avenue; THENCE (4) in the bed of Concord Avenue in a Southeasterly direction 350 feet, more or less, to the intersection of 2<sup>nd</sup> Street; THENCE (5) in the bed of 2<sup>nd</sup> Street in an Easterly direction 735 feet, more or less, to a point along 2<sup>nd</sup> Street; THENCE (6) crossing the bed of 2<sup>nd</sup> Street in a Southeasterly direction 75 feet, more or less, to the 2<sup>nd</sup> and Dock Street pumping station.







**pennsylvania**

DEPARTMENT OF REVENUE

Bureau of Individual Taxes  
PO BOX 280603  
Harrisburg, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

## RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

### A. CORRESPONDENT - All inquiries may be directed to the following person:

Name

Telephone Number:

J. Adam Matlawski

Mailing Address

1223 N Providence Road

City

Media

State

PA

ZIP Code

19063

### B. TRANSFER DATA

Grantor(s)/Lessor(s)

City of Chester

Mailing Address

1 Fourth Street

City

Chester

State

PA

ZIP Code

19013

### C. Date of Acceptance of Document

Grantee(s)/Lessee(s)

Delaware County Regional Water Quality Control Authority

Mailing Address

100 East Fifth Street

City

Chester

State

PA

ZIP Code

19013

### D. REAL ESTATE LOCATION

Street Address

City streets (Booth St.; 3rd St.; Concord Ave.; Dock St.)

County

Delaware County

School District

Chester-Upland

City, Township, Borough

Chester

Tax Parcel Number

### E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☒ N

1. Actual Cash Consideration

75,000.00

2. Other Consideration

+ 0.00

3. Total Consideration

= 75,000.00

4. County Assessed Value

5. Common Level Ratio Factor

X

6. Fair Market Value

=

### F. EXEMPTION DATA

1a. Amount of Exemption Claimed

100.00

1b. Percentage of Grantor's Interest in Real Estate

100

1c. Percentage of Grantor's Interest Conveyed

100

### Check Appropriate Box Below for Exemption Claimed.

☐ Will or intestate succession.

(Name of Decedent)

(Estate File Number)

☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)

☐ Transfer from a trust. Date of transfer into the trust

If trust was amended attach a copy of original and amended trust.

☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

☒ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)

☐ Other (Please explain exemption claimed.)

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

**CERTIFICATION**

I, Candice L. Jefferson, City Clerk of the City of Chester, do hereby certify that the attached is true and correct copy of a Resolution passed by the Council of the City of Chester at its regularly scheduled council meeting on November 26, 2014.

A handwritten signature in cursive script, reading "Candice L. Jefferson", is written over a horizontal line.

Candice L. Jefferson  
City Clerk

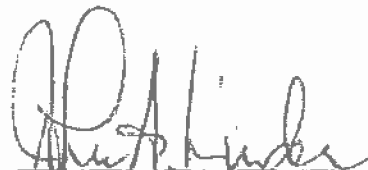
## RESOLUTION


### THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby approve entering into the attached Easement Agreement between the City of Chester and the Delaware County Regional Water Quality Control Authority (DELCORA), to allow for a permanent easement and right-a-way to permit DELCORA to operate and maintain an existing forty-eight (48") force main pipeline situated under and as part of portions of Booth Street, 3<sup>rd</sup> Street, Concord Avenue, 2<sup>nd</sup> Street and Dock Street, for the consideration of \$75,000.00 in immediate available funds upon the execution of this agreement and ten percent (10%) of any proceeds received by DELCORA from the sale or lease of the easement by DELCORA to any third party.

FURTHER, that it does hereby authorize the proper City official to execute said agreement and any other documents necessary for and on behalf of the City of Chester.

WE HEREBY CERTIFY that this Resolution passed Council this 26<sup>th</sup> day of November, A.D. 2014.

  
MAYOR

Attest:   
CITY CLERK

Delaware County Recorder of Deeds

Customer Receipt

Receipt Number: 608108  
Printed on 12/3/2014 11:18:45 AM  
Operator ID: CARATELLO  
Submitter Name:  
MCNICHOL BYRNE AND MATLAWSKI

Charges

=====

DM-DEED MISCELLANEOUS

RECORD BK05576-0649 2014060700  
Recorded: 12/03/2014 11:18:43 AM:1

Recording Fee	\$73.50
No of Pages 10	\$12.00
Affordable Housing Surchar	\$30.00
Co Improvement Fund Surchar	\$5.00
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Subtotal:	\$120.50

Payments

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R-Check #7143 \$120.50

Totals

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Total Charges	\$120.50
Total Payments	\$120.50
Balance	\$0.00