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EXHIBIT F147

SANITARY SEWER EASEMENT RIGHT OF WAY  
AGREEMENT, DATED NOVEMBER 16, 2006,  
BY AND AMONG DELCORA AND  
CROZER HILLS HOMEOWNERSHIP LLC

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DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY

SANITARY SEWER EASEMENT  
RIGHT OF WAY AGREEMENT

THIS SANITARY SEWER EASEMENT RIGHT OF WAY AGREEMENT (the "Easement Agreement") is made this 16<sup>th</sup> day of ~~October~~ NOVEMBER, 2006, by and between DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY, a body corporate and politic organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania ("Authority"), and CROZER HILLS HOMEOWNERSHIP, LLC, a Pennsylvania limited liability company ("Owner").

WITNESSETH:

WHEREAS, the Owner has recently completed a residential development consisting of 26 residential units on a certain tract of land consisting of approximately 7.48 acres situate in the City of Chester, Delaware County, Pennsylvania ("Property"), which Property is shown on a certain plan entitled "Record Plan for Crozer Hills" prepared by G.D. Houtman & Son, Inc., and recorded in the Office for the Recording of Deeds in and for Delaware County in Plan Book 26, page 357 ("Record Plan"); and

WHEREAS, the Owner has constructed sanitary sewer lines, mains, manholes, their accessories and appurtenances consisting of underground pipe, conduits, manholes, drains, markers, mains, service connections and related apparatus (the "Sanitary Sewer Facilities"), as shown on the Record Plan and as depicted on a certain plan entitled "AS-BUILT PLAN FOR CROZER HILLS DELCORA, CITY OF CHESTER, DELAWARE COUNTY, PA", prepared by Catania Engineering Associates, Inc., dated January 16, 2006; and

WHEREAS, a portion of the Sanitary Sewer Facilities are not located in rights of way of roads dedicated to City of Chester, and the Authority must obtain a sanitary sewer easement and right of way upon, over and under the portion of the Property upon which that portion of the Sanitary Sewer Facilities are situated.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and in consideration of the payment to the Owner of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the Authority and the Owner, each intending to be legally bound hereby, do hereby agree as follows:

1.

**GRANT TO AUTHORITY:** The Owner hereby gives and grants to the Authority the free and uninterrupted right, liberty and privilege, in perpetuity:

A. To install, construct, reconstruct, replace, remove, enlarge, inspect, operate, repair, make connections with and maintain perpetually such sewer lines, their accessories and appurtenances, as the Authority may from time to time require, consisting of underground pipe, conduits, manholes, drains, markers, mains, service connections and other appurtenances upon, over and under a strip of land thirty (30) feet wide, more or less, across the aforesaid tract of land belonging to Owner as shown on the Record Plan, and as more particularly described by metes and bounds on **Exhibit A.**

B. To carry away and dispose of sewage through said sewer lines, regardless of the source of such sewage.

To have and to hold the same perpetually to the Authority and its successors or assigns, together with the right and privilege at any and all times to enter the said premises, or any part thereof, provided that the Authority gives to the Owner reasonable advance notification of the nature of any intended work on the premises and the expected duration of such work, for the purpose of installing, constructing, reconstructing, replacing, removing, enlarging, inspecting, operating, repairing, maintaining, and/or making connections with the sewer lines or other appropriate means of access to the sewer lines; all upon the condition that the Authority will at all times during the construction, reconstruction, replacement, removal, repair or maintenance of the sewer lines cause every reasonable means to be used to protect from injury or damage all property, including lawns, trees, shrubbery, fences, buildings, walls, roads, water courses, natural features, or any existing improvement thereto, and will at all times after doing any work in connection with the construction, reconstruction, replacement, removal, repair or maintenance of the sewer lines, cause the said premises to be restored to the condition in which the same were found before such work was undertaken, including replacement and/or repair of damaged property, to the extent reasonably possible under the circumstances and consistent with the rights and privileges herein granted.

2. COVENANTS OF THE OWNER:

A. The Owner does hereby release, remise, quitclaim and discharge the Authority and their several directors, appointed and elected officials, employees agents, servants, contractors and employees from any claim or right to damages or other emolument of value for the rights, liberties and privileges given and granted to the Authority under this Easement Agreement.

B. The Owner does hereby covenant that it is lawfully seized and possessed of a good and marketable title in fee simple to the aforesaid tract of land and that he has a good and lawful right to grant the rights and privileges herein granted to the Authority, and Owner further covenants that its will execute or procure any additional necessary assurances of the rights and privileges herein granted.

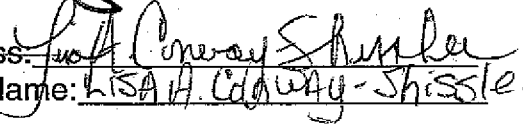
C. The Owner does hereby covenant that no structure or other obstruction shall be erected or permitted on the aforesaid strip of land.

D. The provisions of this Easement Agreement shall run with the land and be binding upon and inure to the benefit of the Authority, its successors and assigns, and the Owner, its successors and assigns.

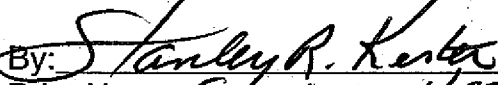
IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be duly executed on the day and year first above written.

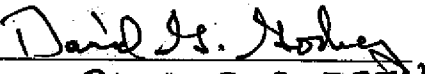
CROZER HILLS HOMEOWNERSHIP, LLC

By:   
Mark H. Dambly, Member

Witness:   
Print Name: LISA A. CONWAY-SHISLER

DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY

By:   
Print Name: STANLEY R. KESTER  
Title: Chairman

Attest:   
Print Name: DAVID G. GORBEY  
Title: SECRETARY

**EXHIBIT A**  
**LEGAL DESCRIPTION of 30' Wide Sanitary Sewer Easement for Crozer Hills.**

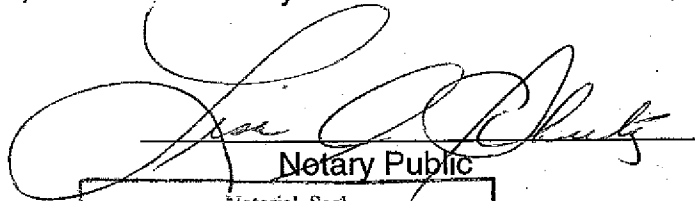
ALL THAT CERTAIN 30' wide Sanitary Sewer Easement SITUATE in the City of Chester, County of Delaware and Commonwealth of Pennsylvania described according to a Record Plan for Crozer Hills prepared by G. D. Houtman & Son, Inc., Civil Engineers and Land Surveyors dated April 5, 2004 last revised March 16, 2005, as follows:

BEGINNING at a point on the northeasterly right-of-way line of Villa Drive (50 feet wide); the said point being the southeasterly corner of Lot 10; thence from the point of beginning and along the northeasterly right-of-way line of Villa Drive and along an arc of a circle to the left of radius 85.00 feet an arc distance of 5.66 feet to a point; thence through Lot 10 and Lot 1 along a line being parallel and 5 feet west of the easterly property lines of Lot 10 and Lot 1, North 19 degrees 27 minutes 40 seconds West 180.06 feet to a point along the southeasterly side of 14th Street (50 feet wide); thence along southeasterly side of 14th Street along an arc of a circle to the left of radius 175.00 feet an arc distance of 19.82 feet to a point of tangency; thence still along the southeasterly side of 14th Street North 56 degrees 48 minutes 56 seconds East 10.84 feet to a point; thence through the Storm Water Management Area and partially through Lot 11 South 19 degrees 27 minutes 40 seconds East 210.77 feet to a point along the northeasterly side of Villa Drive; thence along the said side of Villa Drive along an arc of a circle to the left of radius 85.00 feet an arc distance of 33.44 feet to the first mentioned point and place of beginning.

COMMONWEALTH OF PENNSYLVANIA :  
PHILADELPHIA : SS  
COUNTY OF DELAWARE :

On this, the 31<sup>ST</sup> day of October, 2006, before me, the undersigned Notary Public, in and for the said County and State, personally appeared Mark H. Dambly, Member of CROZER HILLS HOMEOWNERSHIP, LLC, a Pennsylvania limited liability company, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

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



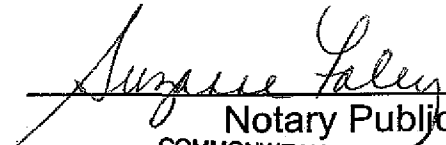
Notary Public

Notarial Seal  
Lisa A. Schultz, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Jan. 13, 2007  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF DELAWARE :

On this 17<sup>th</sup> day of November, 2006, before me, a notary public, duly commissioned in and for said County and Commonwealth, personally appeared Stanley R. Kester, who acknowledged himself to be the Chairman of the DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY, a body corporate and politic, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

  
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Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Suzanne Foley, Notary Public  
City Of Chester, Delaware County  
My Commission Expires Dec. 13, 2008  
Member, Pennsylvania Association Of Notaries