
EXHIBIT F14

SEWAGE CAPACITY / SERVICE AGREEMENT, DATED
NOVEMBER 1, 2000, BY AND BETWEEN EAST WHITELAND
TOWNSHIP, EAST WHITELAND TOWNSHIP MUNICIPAL
AUTHORITY, TREDYFFRIN TOWNSHIP, TREDYFFRIN
TOWNSHIP MUNICIPAL AUTHORITY, AND TRAMMELL CROW
NORTHEAST METRO DEVELOPMENT, INC.

RILEY
RIPER
HOLLIN
COLAGRECO
ATTORNEYS AT LAW

DENISE R. YARNOFF
Extension 209
denise@rrhc.com

NOV - 3 2000

November 1, 2000

Mr. J. Donald Reimenschneider
Township Manager
East Whiteland Township
209 Conestoga Road
Frazer, PA 19355-1699

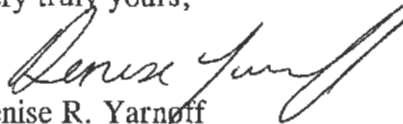
RE: Trammell Crow - Sewage Capacity/Service Agreement
Our File No. 325-18

Dear Don:

Enclosed please find a fully executed Sewage Capacity/Service Agreement dated November 1, 2000 between East Whiteland Township, East Whiteland Township Municipal Authority, Tredyffrin Township, Tredyffrin Township Municipal Authority and Trammell Crow Northeast Metro Development, Inc.

Thank you for all of your assistance in getting this Agreement finalized and executed. If you have any questions, please give me a call.

Very truly yours,


Denise R. Yarnoff

DRY/may

Enclosures

cc: Jeffrey Holcomb (w/encl.)
Louis J. Colagreco, Jr., Esquire (w/o encl.)
Susan E. Line Boswell, Esquire (w/o encl.)

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SEWAGE CAPACITY/SERVICE AGREEMENT

This Sewer Capacity/Service Agreement is entered into as of the 1st day of November, 2000 between and among East Whiteland Township ("East Whiteland"), East Whiteland Township Municipal Authority, Tredyffrin Township ("Tredyffrin"), Tredyffrin Township Municipal Authority and Trammell Crow Northeast Metro Development, Inc. ("Trammell Crow").

Trammell Crow has proposed construction of an office park at the former Warner Quarry property situated at Route 29 and Yellow Springs Road and located partly in East Whiteland Township and partly in Tredyffrin Township, Chester County, Pennsylvania ("Office Park").

East Whiteland's Act 537 Plan states that the portion of the Office Park situate in East Whiteland ("East Whiteland Portion") should be serviced by the Valley Forge Sewer Authority ("VFSA").

Trammell Crow has requested that East Whiteland approve connection of the East Whiteland Portion to the East Whiteland public sewer system with effluent to be treated by VFSA. East Whiteland has advised that it currently does not have adequate reserve treatment capacity at VFSA for treatment of effluent from the East Whiteland Portion.

The East Whiteland Portion of the Office Park requires a maximum of 629 EDUs, or 125,700 gallons of daily capacity (based upon Tredyffrin's calculation of the number of EDU's necessary for approximately 2.2 million square feet of office space based on 3500 square feet per EDU) ("Sewage Capacity").

Tredyffrin (and its Municipal Authority) has reserve capacity at the VFSA treatment plant and has agreed to sell a portion of that capacity (along with the requisite capacity in the Valley Creek Trunk Line Interceptor) to Trammell Crow in accordance with this Agreement.

East Whiteland* and Tredyffrin (and their Municipal Authorities) are willing to permit connection of the East Whiteland Portion to the VFSA treatment plant through Tredyffrin since the East Whiteland Portion is adjacent to Tredyffrin Township and since that portion of the Office Park in Tredyffrin will be treated at the VFSA treatment plant. Moreover, the only connection for the entire Office Park to the existing public system off-site will be in Tredyffrin.

It is the further intention of this Agreement to set forth the terms and conditions pursuant to which: (1) Tredyffrin Township Municipal Authority shall sell the Sewage Capacity to Trammell Crow; (2) Trammell Crow will purchase the Sewage Capacity from Tredyffrin Township Municipal Authority; and (3) Trammell Crow shall pay any annual sewer rentals to East Whiteland which shall in turn pay sewer rentals to Tredyffrin.

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

1. Tredyffrin Township Municipal Authority shall, upon request by Trammell Crow, sell the Sewage Capacity to Trammell Crow at Tredyffrin's current charge per EDU at the time of payment for capacity in the Valley Forge Sewage Treatment Plant, which shall include conveyance capacity in the Valley Creek Trunk Line Interceptor.
2. All parties acknowledge that the Sewage Capacity shall be used by Trammell Crow to service the East Whiteland Portion and for no other property.

* "East Whiteland" shall include its Sewer Authority where applicable.

3. Trammell Crow will offer for dedication and East Whiteland will accept for dedication the sewer facilities (including any pipes and pump stations) located on the East Whiteland Portion.
4. All municipal parties agree to execute and process their respective Planning Modules for the Office Park in accordance with this Agreement.
5. Trammell Crow will pay East Whiteland any sewer rental charge imposed by East Whiteland for the East Whiteland Portion in an amount equal to the sewer rental charge imposed upon other users connected to the Valley Forge Sewage Treatment Plant in East Whiteland based upon the same number of EDU's used by Tredyffrin to calculate the sewer rental charge billed to East Whiteland. East Whiteland shall pay Tredyffrin for any sewer rental charge billed to East Whiteland by Tredyffrin for the East Whiteland Portion at the same sewer rental charge rate imposed by Tredyffrin upon other users connected to the Valley Forge Sewage Treatment Plant in Tredyffrin within sixty (60) days.
6. This agreement shall not be construed as suggesting or implying that either East Whiteland or Tredyffrin Townships agree to development of the Office Park. East Whiteland and Tredyffrin shall have the right to apply their applicable zoning, subdivision and land development ordinances and the Pennsylvania Municipalities Planning Code, and to render a decision(s) in accordance therewith.
7. The Agreement has been drafted in part by all parties hereto and any ambiguity herein shall not be presumptively construed against or in favor of any party.
8. This Agreement is entered into solely by and for the benefit of the parties hereto and shall not create any rights on behalf of any other entities or persons.

9. This Agreement represents the entire agreement among the parties. Any changes or modifications hereto must be in writing and signed by the parties.
10. This Agreement shall be binding upon the successors and assigns of the parties hereto.
11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the above date.

ATTEST/WITNESS:

EAST WHITELAND TOWNSHIP

Virginia Terranova

By: Michele Daugherty

EAST WHITELAND TOWNSHIP
MUNICIPAL AUTHORITY

Robert G. Gorman

By: John Gorman

TREDYFFRIN TOWNSHIP

Joseph A. Jurasik

By: Paul W. O'Shea

TREDYFFRIN TOWNSHIP MUNICIPAL
AUTHORITY

Kevin Holleran

By: Jeff Dancy

TRAMMELL CROW NORTHEAST
METRO DEVELOPMENT, INC.

Paul Lopez

By: Jeff Holland