

# Schedule A

## HAWC System History

Company	Year	Docket	Order	Franchise Area
Walnut Ridge Water Company	1977	DE 76-179	12,827	1,826 Acres
Lancaster Farms-Salem	1984	DR 84-267	17,312	144 Acres
Bricketts Mill-Hampstead	1985	DE 85-149	17,848	80 Acres
Squire Ridge-Hampstead	1985	DE 85-274	17,967	140 Acres
Kent Farm-Hampstead	1987	DE 86-198	18,560	1,700 Acres
Kent Farm-Hampstead	1987	DE 86-198	18,598	Supp Order
Woodland Pond-Hampstead	1987	DE 87-211	18,980	701 Acres
Bryant Woods-Atkinson	1988	DE 87-226	19,230	2,340 Acres
Hampstead Area Water Company	1989	DE 89-047	19,717	Hampstead Merger*
Hampstead Area Water Company	1989	DE 89-047	19,751	1,650 Bryant Woods Merger**
Walnut Ridge Water Company	1990	DE 90-129	19,992	55 Acres
HAWC-Bricketts Mill Extension	1990	DE 90-049	19,783	1,246 Acres
HAWC-Hampstead	1991	DE 91-121	20,224	1,350 Acres
HAWC-Hampstead	1991	DE 91-144	20,320	370 Acres
HAWC-Rainbow Ridge-Plaistow	1993	DE 92-129	20,774	152 Acres
HAWC-Stoneford-Sandown	1996	DE 96-201	22,551	3,483 Acres
HAWC-Colby Pond-Danville	1998	DE 97-154	22,854	177 Acres
HAWC-Oak Hill-Chester	2000	DW 00-059	23,577	
HAWC-Walnut Ridge & Lancaster	2002	DW 01-204	23,954	Atkinson Merger***
HAWC-Camelot Court- Nottingham	2004	DW 02-198	24,296	44 Acres
HAWC-Cornerstone-Sandown	2004	DW 02-198	24,296	188 Acres
HAWC-Lamplighter-Kingston	2004	DW 02-198	24,296	13.66 Acres
HAWC-Maplevale-East Kingston	2004	DW 03-150	24,299	107 Acres
HAWC-Dearborn Ridge-Atkinson	2005	DW 04-055	24,501	541 Acres
HAWC-Hampstead Expansion	2005	DW 04-062	24,520	238 Acres
HAWC-Mill Woods-Sandown	2005	DW 05-063	24,544	35 Acres
HAWC-Waterford Village- Sandown	2005	DW 05-070	24,545	90.37 Acres
HAWC-Atkinson Expansion	2005	DW 05-092	24,592	333 Acres
HAWC-Autumn Hills-Sandown	2006	DW 06-016	24,608	33.68 Acres
HAWC - Cooper Grove-Kingston	2008	DW-07-133	24,831	211 Acres
HAWC - Black Rocks Village	2008	DW-07-134	24,856	391 Acres
HAWC - Sargent Woods	2008	DW-07-130	24,884	65.97 Acres
HAWC - Oak Hill Extension	2010	DW-10-204	25,166	27.851 Acres
HAWC - Fairfield Estates	2011	DW-11-218	25,318	21.97 Acres
HAWC - Little River Village	2013	DW-13-323	25,636	127.00 Acres
HAWC - Emery Drive Extension	2014	DW-14-022	25,672	1,125 Acres
HAWC - Sargent Woods Ext.	2014	DW-14-107	25,704	26.82 Acres

\*Merged Bricketts Mill, Kent Farm, Squire Ridge and Woodland Pond into HAWC

\*\*Merged Bryant Woods into Walnut Ridge with requirement that the Bryant Woods rates apply

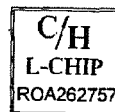
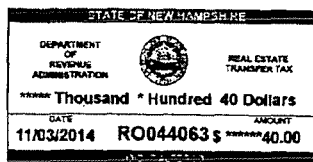
\*\*\*Merged Lancaster Farms and Walnut Ridge into HAWC

**LIST OF EXHIBITS  
SNOW'S BROOK**

<b>Exhibit</b>	<b>Description</b>
1	Water Rights Deed and Easement
2	Easement Plan
3	Franchise Area Plan & Description
4	DES Well Approval
5	Contract
6	Schedule of Costs
7	Bill of Sale
8	Promissory Note
9	Project Cost Schedule
10	Pro Forma CPR
11	Pre-filed Testimony of Harold Morse
12	Pre-filed Testimony of John Sullivan
13	Letter to Plaistow Selectmen
14	Letter from Plaistow Selectmen to PUC

MAIL TO

Return to:  
Robert C. Levine  
Lewis Builders, Inc.  
54 Sawyer Avenue  
Atkinson, NH 03811



BK 5572 PG 0543

EXHIBIT 1  
SNOW'S BROOK

**WATER RIGHTS DEED AND EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that, **HILLCREST ESTATES, LLC,**

a New Hampshire Limited Liability Company, with a principle office at 10 George Street, Suite 210, Lowell, Massachusetts 01852 (Grantee) by its duly-authorized Manager, John H. Pearson, Jr., **GRANTS TO HAMPSTEAD AREA WATER CO., INC., (HAWC)** a New Hampshire corporation with offices at 54 Sawyer Avenue, Atkinson, Rockingham County, New Hampshire 03811 (Grantee) with **QUITCLAIM COVENANTS**

The following interest in land situated in the Town of **Plaistow**, Rockingham County, New Hampshire: the following water rights and easements over a parcel of land situate in Rockingham County, Town of **Plaistow**, New Hampshire, and shown on plan of land entitled "Condominium Plan, Tax Map 58, Units 1 to 34, Town of Plaistow, NH" known as The Reserve at Snow's Brook Elderly Community, a condominium development located in Plaistow, New Hampshire, said plan being dated November 1, 2013 with a latest revision on January 28, 2014, prepared by Christiansen & Sergi, and recorded in the Rockingham Registry of Deeds as Plan no. D-38172 (Plan), and as may be more particularly described on Exhibit A, attached hereto.

**I. WATER RIGHTS:**

HAWC shall have the right and title to all ground and bedrock water in, on, or that may be produced from the Premises as described below the right and title to all pipes, mains, pumps, pump houses, and related machinery and equipment as may now or may subsequently be constructed on the Premises as part of the domestic water supply system.

**II. EASEMENT FOR ACCESS TO CONSTRUCT WATER SYSTEM AND FACILITIES:**

HAWC shall have the right and easement for the full right of ingress and egress over upon and across so much of the Premises as is reasonably necessary for the purpose of exploring for such and for drilling wells or producing the same and for

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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

storing and removing the same when so produced. This right of ingress and egress shall include the right to make and use of so much of the surface of the land described and shown on the Plan, as may be reasonably incident or convenient to any exploration, development, storage, or production, including drilling of water wells and the erection of pipe lines, storage tanks, pumps, pump houses, and other surface structures incident or convenient to such production, storage, or removal of water from the Premises. All such structures, material, machinery, or equipment placed upon the property by Grantee or anyone claiming under it may be removed by Grantee or those claiming under them at any time.

**III. RIGHT TO REASONABLE ACCESS AND TO SECURE FACILITIES AND CONTROL ACCESS:**

HAWC shall have the right to reasonable access to service and repair pipe lines, storage tanks, pumps, pump houses, and other surface structures and the right to fence-off and otherwise secure all such pumping and storage facilities and to control access thereto as may be reasonably necessary to protect and preserve the quality of water so provided and stored and to prevent the interruption of supply of water.

**IV. RIGHT AND EASEMENT TO ENFORCE PROTECTIVE WELL RADIUS EASEMENTS:**

HAWC shall have the right and easement to enforce the sanitary water protective easement provisions of Schedule A attached hereto, within the sanitary easement area as is shown on the Plan in accordance with and to the extent required or allowed by the New Hampshire Department of Environmental Services or its successor;.

**V. THE RIGHT AND EASEMENT TO CONSTRUCT, RECONSTRUCT, REPAIR, MAINTAIN, AND OPERATE A WATER DISTRIBUTION SYSTEM, FACILITIES, AND SYSTEM:**

HAWC shall have the right and easement to lay, construct, maintain, and operate pipe lines, valves, hookups, and meters for the supply of domestic water to all lots as may be shown on the Plan or as may otherwise be or become a part of The Reserve at Snow's Brook Elderly Community development in, the Town of Plaistow, Rockingham County, New Hampshire, (Development) as shown on the Plan, and to such adjoining or other premises as now or as may in the future constitute part of Grantee's franchise area.

The within granted right being the right to enter onto and construct, reconstruct, maintain, and operate water lines, valves, hookups, and meters in and under private and public ways and in and under strips of land

1. along and adjacent to public and private ways;

BK 5572 PG 0545

and

2. across such strips of the land as shown on the Plan as may be reasonably necessary to lay, construct, and maintain water lines, pipes, and valves to serve the Premises and other premises within any franchise area licensed to Grantee by the New Hampshire Public Utility Commission as the same may, from time to time, be constituted, and to collect such water charges as such Commission shall approve.

**VI. GRANTEES COVENANTS AND OBLIGATIONS.**

By acceptance of this grant and conveyance, Grantee hereby covenants and agrees;

1. Not to disturb or interfere, except for emergencies, with the use of any lot or residence built or to be built on the Premises;
2. To reconstruct and regrade any and all areas its disturbs in constructing and maintaining water lines; and
3. To supply domestic potable water to the Premises in quantities sufficient to meet the reasonable requirements of the Development

**NOT HOMESTEAD PROPERTY OF THE GRANTOR**

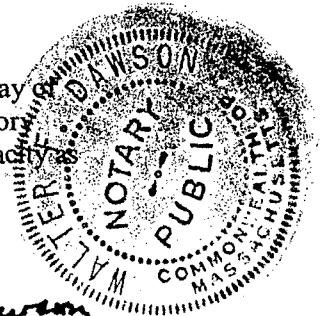
WITNESS its hand and seal this 28th day of October 2014

**HILLCREST ESTATES, LLC**

By: [Signature]  
John H. Pearson, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me this 28th day of OCTOBER, 2014 by John H. Pearson, Jr., proved to me through satisfactory evidence of identification, which was DRIVER'S LICENSE, in his capacity as Manager of and on behalf of Hillcrest Estates, LLC.



Walter F. Dawson  
Justice of the Peace/Notary Public  
MY COMMISSION EXPIRES:  
JAN. 9, 2020

My commission expires:

### **SCHEDULE A**

The purpose of this Sanitary Protective Easement is to establish a protective area to prevent contamination of the water supply distribution system shown on the Plan. Hereafter, and for so long as said system located within the easement area are used for a water distribution system, the area of the above-described easements shall be kept in a natural state. No use of the area shall be permitted which could directly or indirectly degrade the quality of the aforementioned water distribution system.

Uses that are prohibited include:

1. Transportation corridors, except as shown on the Plan, and as access to booster stations and pump house for maintenance and repairs;
2. Underground utilities or structures, except those that are associated with potable water, electricity, or communication;
3. The storage, handling, transporting, treating, or disposal of:
  - a. domestic or industrial waste or waste water;
  - b. hazardous or regulated substances such as pesticides, gas, and oil or other chemicals;
  - c. hazardous or solid wastes; or
  - d. fertilizers.
4. Any other activities or uses that the New Hampshire Department of Environmental Services (NHDES) determines would be detrimental to water quality.

No Change in the use of the area of the protective easement may be undertaken without approval from the NHDES.

The Sanitary Protective Easement as shown on the Plan is for the benefit of the public, and as such, the above provisions may be enforced by NHDES, Grantee, the Town of, and the customers of any water system.

**EXHIBIT A**

A certain tract of land situated in **Plaistow**, County of Rockingham, and State of New Hampshire, bounded and described as follows, viz:

A parcel of land situate in Rockingham County, Town of **Plaistow**, New Hampshire, and shown on plan of land entitled "Condominium Plan, Tax Map 58, Units 1 to 34, Town of Plaistow, NH" known as The Reserve at Snow's Brook Elderly Community, a condominium development located in Plaistow, New Hampshire, said plan being dated November 1, 2013 with a latest revision on January 28, 2014, prepared by Christiansen & Sergi, and recorded in the Rockingham Registry of Deeds as Plan no. D-38172 (Plan), and as may be more particularly described as follows:

Beginning at an iron rod set on the northerly sideline of Hillcrest Avenue at the Southwesterly corner of Tax Map 66, Lot 4; thence turning and running along said sideline of Hillcrest Avenue in a Northwesterly direction along a curve to the right with a radius of Ten and 42/100<sup>th</sup> (10.42) feet and a length of Seventeen and 97/100<sup>th</sup> (17.97) to an iron rod set; thence turning and running along said sideline of Hillcrest Avenue in a Northwesterly direction along a curve to the left with a radius of Sixty and 00/100<sup>th</sup> (60.00) feet and a length of Two Hundred Fifty Five and 98/100<sup>th</sup> (255.98) feet to an iron rod set at the Northernmost corner of Tax Map 66 Lot 3; thence turning and running along the Northwestern boundary of said Lot 3 S 48° 46' 14" W a distance of One Hundred Twenty Nine and 73/100<sup>th</sup> (129.73) feet to an iron rod set; thence turning and running S 07° 48' 29" E along the Southwestern boundary of said Lot 3 a distance of Two Hundred Ninety Three and 31/100<sup>th</sup> (293.31) feet to an iron rod set; thence turning and running along the Western boundary S 09° 57' 28" W a distance of One Hundred Six and 65/100<sup>th</sup> (106.65) feet a point at the Northeasterly boundary of Tax Map 65, Lot 2; thence turning and running N 57° 23' 23" W along the Northeastern boundary of said Lot 2 a distance of One Hundred Eight and 35/100<sup>th</sup> (108.35) feet to a point at the beginning of a stone wall; thence turning and running N 58° 17' 46" W along said boundary of Lot 2 a distance of Two Hundred Thirty Six and 57/100<sup>th</sup> (236.57) feet to a drill hole found at the end of the stone wall; thence turning and running N 51° 35' 50" W along said boundary of Lot 2 a distance of Seventy Two and 25/100<sup>th</sup> (72.25) feet to a drill hole found; thence turning and running N 33° 43' 38" W along said boundary of Lot 2 a distance of Fourteen and 31/100<sup>th</sup> (14.31) feet to a drill hole found; thence turning and running N 42° 38' 44" W along said boundary of Lot 2 a distance of Three and 16/100<sup>th</sup> (3.16) feet to a drill hole found; thence turning and running N 33° 42' 05": W along said boundary of Lot 2 a distance of Seventy Six and 45/100<sup>th</sup> (76.45) feet to a point; thence turning and running N 36° 29' 56" W along said boundary of Lot 2 a distance of Seventy Five and 44/100<sup>th</sup> (75.44) feet to an iron rod set; thence turning and running S 79° 27' 15" W along the Northwestern boundary of said Lot 2 a distance of One Hundred Forty Two and 30/100<sup>th</sup> (142.30) fee to an iron rod set; thence turning and running along said boundary of Lot 2 in a Southwesterly direction along a curve to the left with a radius of Three Hundred Forty Nine and 00/100<sup>th</sup> (349.00) feet and a length of One Hundred Fifty Seven and 96/100<sup>th</sup> (157.96) feet to an iron rod set; thence turning and running S 53° 31' 17" W along said boundary of Lot 2 a

distance of Forty Three and 31/100<sup>th</sup> (43.31) feet to an iron rod set; thence turning and running S 02° 13' 01" E along the Western boundary of said Lot 2 a distance of Ninety Four and 08/100<sup>th</sup> (94.08) feet to an iron rod set; thence turning and running S 87° 46' 59" W along the Northern boundary of said Lot 2 a distance of Fifteen and 00/100<sup>th</sup> (15.00) feet to an iron rod set; thence turning and running S 02° 13' 01" E along the Western boundary of said Lot 2 a distance of Three Hundred Fifty Four and 34/100<sup>th</sup> (354.34) feet to an iron rod set; thence turning and running S 18° 34' 05" W along said boundary of Lot 2 a distance of Sixty Four and 46/100<sup>th</sup> (64.46) feet to an iron rod set at the State Boundary between New Hampshire and Massachusetts; thence turning and running N 73° 27' 02" W along said State Boundary a distance of One Thousand One Hundred Twelve and 70/100<sup>th</sup> (1,112.70) feet to a point at a stone wall; thence turning and running N 52° 36' 20" E along said stone wall at the Southeastern boundary of Tax Map 66 Lot 17 a distance of Five Hundred Seven and 59/100<sup>th</sup> (507.59) feet to an iron rod set; thence continuing along said boundary of Lot 17 a distance of Sixty Four and 68/100<sup>th</sup> (64.68) feet to a point; thence turning and running N 28° 01' 16" W along the Northeastern boundary of said Lot 17 a distance of One Hundred Twenty Two and 28/100<sup>th</sup> (122.28) feet to a point; thence turning and running N 55° 12' 08" E along the Southeastern a distance of Three Hundred Ninety Six and 08/100<sup>th</sup> (396.08) feet to an iron rod set at the beginning of a stone wall; thence turning and running N 55° 12' 08" E along said boundary of Lot 17 a distance of Three Hundred Ninety Seven and 32/100<sup>th</sup> (397.32) to an iron rod set at the Southwestern boundary of Tax Map 58, Lot 5; thence turning and running S 35° 38' 38" E along said boundary of Lot 5 a distance of Five Hundred Thirty Six and 85/100<sup>th</sup> (536.85) feet to an iron pipe found at the Southern boundary of said Lot 5; thence turning and running N 79° 27' 15" E along said boundary of Lot 5 a distance of One Hundred Forty Two and 34/100<sup>th</sup> (142.34) feet to a point; thence turning and running N 71° 19' 35" E along said boundary of Lot 5 and the Southern boundary of Tax Map 58, Lots 3 and 2 a distance of Four Hundred Fifty and 91/100<sup>th</sup> (450.91) feet to an iron rod set at the Western boundary of Tax Map 66, Lot 8; thence turning and running S 09° 33' 20" E along said boundary of Lot 8 a distance of Twenty Five and 06/100<sup>th</sup> (25.06) feet to an iron rod set; thence turning and running N 73 ° 12' 03" E along the Southern boundary of Lot 8 a distance of One Hundred Sixty and 99/100<sup>th</sup> (160.99) feet to a point at the Western boundary of Tax Map 66, Lot 4; thence turning and running S 01° 50' 46" W along said boundary of Lot 4 a distance of One Hundred Seventy Six and 84/100<sup>th</sup> (176.84) to an iron rod set and the point of beginning.

Containing Twenty Three and 11/1000<sup>th</sup> (23.11) acres, more or less.



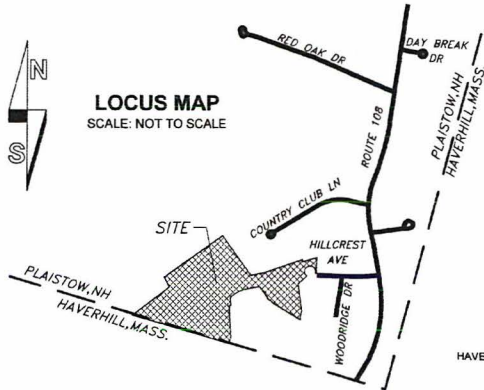
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FOR REGISTRY OF DEEDS USE ONLY

# THE RESERVE AT SNOW'S BROOK ELDERLY COMMUNITY



## SOILS NOTES

1. WETLANDS WERE DELINEATED IN JUNE OF 2007 USING THE STANDARDS OF THE ARMY CORPS OF ENGINEERS WETLAND MANUAL AND THE NHDES WETLANDS BUREAU CODE OF ADMINISTRATIVE RULES SECTION 1014.13
2. WETLANDS DELINEATION BY GOVE ENVIRONMENTAL SERVICES INC. 8 CONTINENTAL DRIVE, UNIT H, EXETER NH. 0833 (JAMES P. GOVE C.S.S. NO. 051)
3. HIGH INTENSITY SOILS MAPPING BY GOVE ENVIRONMENTAL SERVICES INC. 8 CONTINENTAL DRIVE, UNIT H, EXETER NH. 0833 (JAMES P. GOVE C.S.S. NO. 004)

## PROJECT DIMENSIONAL SUMMARY

TOTAL PROJECT AREA = 1,006,585 S.F. (23.11 ACRES)  
STREET FRONTAGE ON EXTENSION OF HILLCREST AVE = 273.95 FT.  
TOTAL NUMBER OF BUILDINGS = 35  
TOTAL NUMBER OF UNITS = 34  
TOTAL NUMBER OF BEDROOMS = 2 X 34 = 68  
PROJECT DENSITY = 1.35 UNITS PER 40,000 S.F.  
LOT COVERAGE:  
AREA OF BUILDINGS = 68,675 S.F. (6.8% OF LOT AREA)  
AREA OF PAVEMENT = 101,100 S.F. (10.0% OF LOT AREA)  
AREA OF BUILDINGS AND PAVEMENT = 169,775 S.F. (16.9% OF LOT AREA)  
NUMBER OF PARKING SPACES IN GARAGES = 2.0 PER UNIT = 68  
NUMBER OF OUTDOOR PARKING SPACES = 79 = 2.32 PER UNIT  
TOTAL NUMBER OF PARKING SPACES = 147 = 4.32 PER UNIT  
MAXIMUM FLOOR AREA OF UNITS = 1800 S.F.  
PROPOSED COMMUNITY CENTER = 1220 S.F. (200 S.F. + 30 S.F./UNIT)  
MAXIMUM BUILDING HEIGHT = LESS THAN 45'  
WIDTH OF MAIN DRIVEWAY = 22 FT.  
WIDTH OF SIDEWALK = 5 FT.  
OPEN SPACE AREA = 19.2 ACRES = 83% OF TOTAL AREA

## STATE APPROVALS

1. NHDES SUBDIVISION APPROVAL NO. SA2013010320
2. NHDES WATER SUPPLY APPROVAL NO. DR 999005
3. NHDES ALTERATION OF TERRAIN APPROVAL NO. AOT-0085
4. NHDES WETLANDS DREDGE & FILL PERMIT APPROVAL NO. 2008-00028

## REFERENCE DEEDS

1. R.C.R.D. BOOK 5430 PAGE 2782
2. R.C.R.D. BOOK 4809 PAGE 2246
3. R.C.R.D. BOOK 4944 PAGE 2019
4. R.C.R.D. BOOK 4944 PAGE 2013
5. R.C.R.D. BOOK 5438 PAGE 1337

## REFERENCE PLANS

1. PLAN RECORDED AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS AS PLAN D-36737.
2. PLAN RECORDED AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS AS PLAN D-37711.

**ZONING DISTRICT  
ELDERLY HOUSING  
(OVERLAY DISTRICT)**  
MINIMUM AREA = 100,000 S.F.  
MINIMUM FRONTAGE = 150 FEET  
MINIMUM FRONT SETBACK = 50 FEET  
MINIMUM SIDE SETBACK = 50 FEET  
MINIMUM REAR SETBACK = 50 FEET  
MAXIMUM BUILDING HEIGHT = 45 FEET  
MAXIMUM LIVING AREA = 1,800 S.F./UNIT

I CERTIFY THAT THE IMPROVEMENTS SHOWN ACCURATELY REPRESENT THE AS-BUILT LOCATIONS, THAT THE IMPROVEMENTS SHOWN AS COMPLETED HAVE BEEN SUBSTANTIALLY COMPLETED, AND THAT THIS PLAN COMPLIES WITH THE PROVISIONS OF RSA 356-B:20

*Michael J. Sergi*  
MICHAEL J. SERGI/LLS 740  
DATE: 3/14/14

APPROVED BY THE TOWN OF  
PLAISTOW, N.H. PLANNING BOARD

*[Signature]*

DATE: 3/14/14

**D-38/72**  
Sheet 1 of 2

## NOTES

1. THIS PLAN IS INTENDED TO ADDRESS THE NEW HAMPSHIRE CONDOMINIUM ACT AS DEFINED IN RSA CHAPTER 356-B AS REQUESTED BY THE TOWN OF PLAISTOW OFFICE OF THE PLANNING BOARD.
2. THE OWNER OF RECORD OF MAP 58 LOT 6  
HILLCREST ESTATES, LLC  
118 ROCKY ROAD  
PO BOX 376  
RINDGE, NH  
SEE REFERENCE DEEDS FOR TITLE INFORMATION.
3. THE LOCUS WAS WITHIN THE FORMER ELDERLY HOUSING OVERLAY DISTRICT AT THE TIME OF TOWN APPROVAL. A PORTION OF THE LOCUS ALSO IS WITHIN THE AQUIFER PROTECTION DISTRICT. NO HOMES, SUBSURFACE DISPOSAL AREAS, WELLS OR STORM WATER DISCHARGES ARE TO BE LOCATED WITHIN THE AQUIFER PROTECTION DISTRICT.
4. WETLAND SETBACKS  
BUILDING TO POORLY DRAINED SOILS-50 FEET  
BUILDING TO VERY POORLY DRAINED SOILS-75 FEET  
SEPTIC SYSTEM TO POORLY DRAINED SOILS-50 FEET  
SEPTIC SYSTEM TO VERY POORLY DRAINED SOILS-75 FEET
5. CONDITIONAL USE PERMITS WERE GRANTED BY THE PLAISTOW PLANNING BOARD ON 8/19/09 FOR THE WETLAND CROSSING AND DRIVES WITHIN THE BUFFER ZONE. SEE THE APPROVED SUBDIVISION PLAN RECORDED AS D-36737.
6. TOTAL PROJECT AREA = 23.11 ACRES.
7. PROJECT TO BE SERVED BY ONSITE WELL.
8. PROJECT TO BE SERVED BY ONSITE INDIVIDUAL AND SHARED SEPTIC SYSTEMS. EACH UNIT TO CONSIST OF TWO BEDROOMS WITH A DESIGN FLOW OF 125 GPD. THE SEPTIC SYSTEM FOR THE CLUBHOUSE PROVIDES FOR 500 GPD.
9. HILLCREST AVENUE 40' WIDE AND PUBLIC TO THIS POINT (SEE SHEET 2). PER THE TOWN OF PLAISTOW SUBDIVISION APPROVAL HILLCREST AVENUE WILL BE EXTENDED TO INCLUDE THE CUL DE SAC. SEE PLAN D-36737. ALL CONDOMINIUM UNITS TO BE SERVED BY PRIVATE DRIVES A & B.
10. EACH UNIT PROVIDES FOUR PARKING SPACES, TWO OUTSIDE AND TWO INSIDE GARAGE.
11. LIMITED COMMON AREAS CONSIST OF DECKS, STEPS, BULKHEADS, PORCHES, PARKING AREAS AND DESIGNATED DRIVEWAY AREAS.
12. REFERENCE IS MADE TO CONDOMINIUM DOCUMENTS "DECLARATION OF CONDOMINIUM FOR THE RESERVE AT SNOW'S BROOK ELDERLY COMMUNITY."
13. A PORTION OF THE PROJECT LIES WITH A SPECIAL FLOOD HAZARD ZONE AS SHOWN ON FEMA FIRM 33016C0590E DATED MAY 17, 2005. NO ALTERATION OF LAND IS PROPOSED WITHIN THIS AREA.
14. CHANGE OF USE REQUIRES REVIEW AND APPROVAL OF PLAISTOW PLANNING BOARD.
15. THE UNIT FOOTPRINT AND LIMITED COMMON AREA (LCA) SHOWN ARE PRELIMINARY ONLY. THE FINAL CONFIGURATIONS WILL BE SHOWN ON THE AS-BUILT SITE PLANS TO BE FILED PER RSA CHAPTER 356-B:20.
16. SEE REFERENCE PLANS 1 & 2 FOR MONUMENTATION.
17. UNITS 1-34 HAVE NOT YET BEGUN.
18. SHEETS 1 & 2 OF 4 TO BE RECORDED AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS. AS-BUILT FLOOR PLANS TO BE RECORDED WITH APPROPRIATE SITE PLANS AT COMPLETION OF CONSTRUCTION.
19. THE TOWN OF PLAISTOW MUNICIPAL LIABILITY WAIVER FORM FOR DRIVEWAYS WAS RECORDED AT THE ROCKINGHAM REGISTRY OF DEEDS. SEE BOOK 5508 PAGE 283.
20. THE TOWN OF PLAISTOW LOT MERGER FORM SUMMARIZING THE LOTS CONSOLIDATED TO CREATE THE FINAL PARCEL WAS RECORDED AT THE ROCKINGHAM REGISTRY OF DEEDS. SEE BOOK 5508 PAGE 281.

## CONDOMINIUM PLAN

**TAX MAP 58 UNITS 1 TO 34**

TOWN OF PLAISTOW, NH  
PREPARED FOR

**HILLCREST ESTATES, LLC**

118 ROCKY ROAD

PO BOX 376 RINDGE, NH

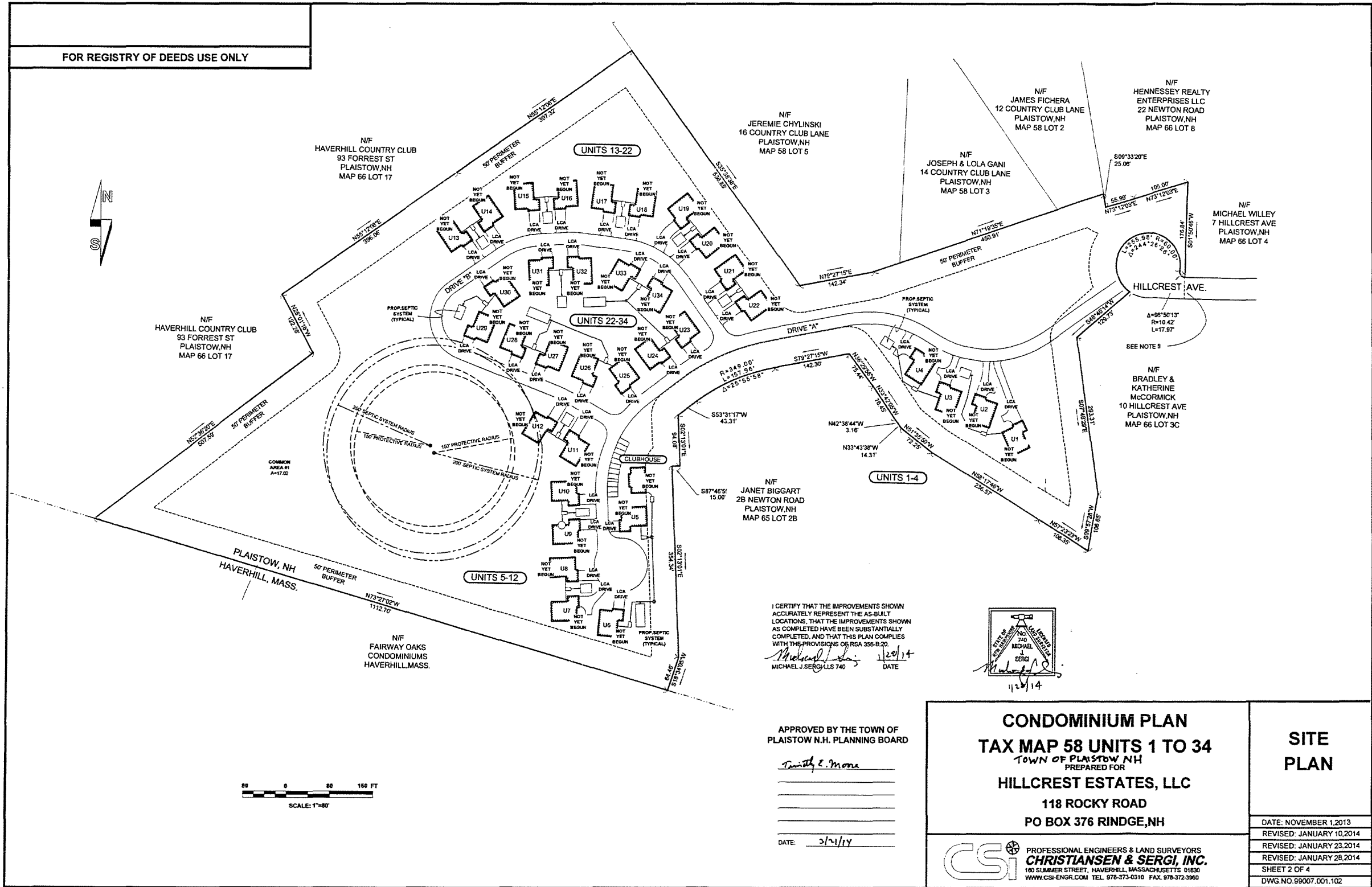


PROFESSIONAL ENGINEERS & LAND SURVEYORS  
**CHRISTIANSEN & SERGI, INC.**  
160 SUMMER STREET, HAVERHILL, MASSACHUSETTS 01830  
WWW.CSI-ENGR.COM TEL. 978-373-0310 FAX. 978-372-3990

## COVER SHEET

DATE: NOVEMBER 1, 2013  
REVISED: JANUARY 10, 2014  
REVISED: JANUARY 23, 2014  
REVISED: JANUARY 28, 2014  
SHEET 1 OF 4  
DWG. NO. 99007.001.102

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D-38172 Sheet 2 of 2

**PROPOSED FRANCHISE AREA  
SNOW'S BROOK**

A certain tract of land situated in Plaistow, County of Rockingham, and State of New Hampshire, bounded and described as follows, viz:

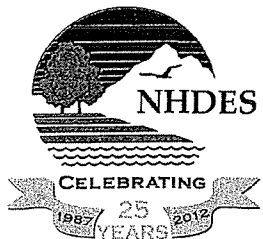
A parcel of land situate in Rockingham County, Town of Plaistow, New Hampshire, and shown on plan of land entitled "Condominium Plan, Tax Map 58, Units 1 to 34, Town of Plaistow, NH" known as The Reserve at Snow's Brook Elderly Community, located in Plaistow, New Hampshire, said plan being dated November 1, 2013 with a latest revision on January 28, 2014, prepared by Christiansen & Sergi, and recorded in the Rockingham Registry of Deeds as Plan no. D-38172 (Plan), and as may be more particularly described as follows:

Beginning at an iron rod set on the northerly sideline of Hillcrest Avenue at the Southwesterly corner of Tax Map 66, Lot 4; thence turning and running along said sideline of Hillcrest Avenue in a Northwesterly direction along a curve to the right with a radius of Ten and 42/100<sup>th</sup> (10.42) feet and a length of Seventeen and 97/100<sup>th</sup> (17.97) to an iron rod set; thence turning and running along said sideline of Hillcrest Avenue in a Northwesterly direction along a curve to the left with a radius of Sixty and 00/100<sup>th</sup> (60.00) feet and a length of Two Hundred Fifty Five and 98/100<sup>th</sup> (255.98) feet to an iron rod set at the Northernmost corner of Tax Map 66 Lot 3; thence turning and running along the Northwestern boundary of said Lot 3 S 48° 46' 14" W a distance of One Hundred Twenty Nine and 73/100<sup>th</sup> (129.73) feet to an iron rod set; thence turning and running S 07° 48' 29" E along the Southwestern boundary of said Lot 3 a distance of Two Hundred Ninety Three and 31/100<sup>th</sup> (293.31) feet to an iron rod set; thence turning and running along the Western boundary S 09° 57' 28" W a distance of One Hundred Six and 65/100<sup>th</sup> (106.65) feet a point at the Northeasterly boundary of Tax Map 65, Lot 2; thence turning and running N 57° 23' 23" W along the Northeastern boundary of said Lot 2 a distance of One Hundred Eight and 35/100<sup>th</sup> (108.35) feet to a point at the beginning of a stone wall; thence turning and running N 58° 17' 46" W along said boundary of Lot 2 a distance of Two Hundred Thirty Six and 57/100<sup>th</sup> (236.57) feet to a drill hole found at the end of the stone wall; thence turning and running N 51° 35' 50" W along said boundary of Lot 2 a distance of Seventy Two and 25/100<sup>th</sup> (72.25) feet to a drill hole found; thence turning and running N 33° 43' 38" W along said boundary of Lot 2 a distance of Fourteen and 31/100<sup>th</sup> (14.31) feet to a drill hole found; thence turning and running N 42° 38' 44" W along said boundary of Lot 2 a distance of Three and 16/100<sup>th</sup> (3.16) feet to a drill hole found; thence turning and running N 33° 42' 05" W along said boundary of Lot 2 a distance of Seventy Six and 45/100<sup>th</sup> (76.45) feet to a point; thence turning and running N 36° 29' 56" W along said boundary of Lot 2 a distance of Seventy Five and 44/100<sup>th</sup> (75.44) feet to an iron rod set; thence turning and running S 79° 27' 15" W along the Northwestern boundary of said Lot 2 a distance of One Hundred Forty Two and 30/100<sup>th</sup> (142.30) fee to an iron rod set; thence turning and running along said boundary of Lot 2 in a Southwesterly direction along a curve to the left with a radius of Three Hundred Forty Nine and 00/100<sup>th</sup> (349.00) feet and a length of One Hundred Fifty

Seven and 96/100<sup>th</sup> (157.96) feet to an iron rod set; thence turning and running S 53° 31' 17" W along said boundary of Lot 2 a distance of Forty Three and 31/100<sup>th</sup> (43.31) feet to an iron rod set; thence turning and running S 02° 13' 01" E along the Western boundary of said Lot 2 a distance of Ninety Four and 08/100<sup>th</sup> (94.08) feet to an iron rod set; thence turning and running S 87° 46' 59" W along the Northern boundary of said Lot 2 a distance of Fifteen and 00/100<sup>th</sup> (15.00) feet to an iron rod set; thence turning and running S 02° 13' 01" E along the Western boundary of said Lot 2 a distance of Three Hundred Fifty Four and 34/100<sup>th</sup> (354.34) feet to an iron rod set; thence turning and running S 18° 34' 05" W along said boundary of Lot 2 a distance of Sixty Four and 46/100<sup>th</sup> (64.46) feet to an iron rod set at the State Boundary between New Hampshire and Massachusetts; thence turning and running N 73° 27' 02" W along said State Boundary a distance of One Thousand One Hundred Twelve and 70/100<sup>th</sup> (1,112.70) feet to a point at a stone wall; thence turning and running N 52° 36' 20" E along said stone wall at the Southeastern boundary of Tax Map 66 Lot 17 a distance of Five Hundred Seven and 59/100<sup>th</sup> (507.59) feet to an iron rod set; thence continuing along said boundary of Lot 17 a distance of Sixty Four and 68/100<sup>th</sup> (64.68) feet to a point; thence turning and running N 28° 01' 16" W along the Northeastern boundary of said Lot 17 a distance of One Hundred Twenty Two and 28/100<sup>th</sup> (122.28) feet to a point; thence turning and running N 55° 12' 08" E along the Southeastern a distance of Three Hundred Ninety Six and 08/100<sup>th</sup> (396.08) feet to an iron rod set at the beginning of a stone wall; thence turning and running N 55° 12' 08" E along said boundary of Lot 17 a distance of Three Hundred Ninety Seven and 32/100<sup>th</sup> (397.32) to an iron rod set at the Southwestern boundary of Tax Map 58, Lot 5; thence turning and running S 35° 38' 38" E along said boundary of Lot 5 a distance of Five Hundred Thirty Six and 85/100<sup>th</sup> (536.85) feet to an iron pipe found at the Southern boundary of said Lot 5; thence turning and running N 79° 27' 15" E along said boundary of Lot 5 a distance of One Hundred Forty Two and 34/100<sup>th</sup> (142.34) feet to a point; thence turning and running N 71° 19' 35" E along said boundary of Lot 5 and the Southern boundary of Tax Map 58, Lots 3 and 2 a distance of Four Hundred Fifty and 91/100<sup>th</sup> (450.91) feet to an iron rod set at the Western boundary of Tax Map 66, Lot 8; thence turning and running S 09° 33' 20" E along said boundary of Lot 8 a distance of Twenty Five and 06/100<sup>th</sup> (25.06) feet to an iron rod set; thence turning and running N 73° 12' 03" E along the Southern boundary of Lot 8 a distance of One Hundred Sixty and 99/100<sup>th</sup> (160.99) feet to a point at the Western boundary of Tax Map 66, Lot 4; thence turning and running S 01° 50' 46" W along said boundary of Lot 4 a distance of One Hundred Seventy Six and 84/100<sup>th</sup> (176.84) to an iron rod set and the point of beginning.

Containing Twenty Three and 11/100<sup>th</sup> (23.11) acres, more or less.

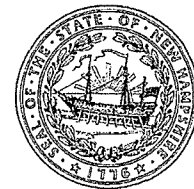




The State of New Hampshire  
**Department of Environmental Services**

**Thomas S. Burack, Commissioner**

*Celebrating 25 Years of Protecting  
New Hampshire's Environment*



November 12, 2013

Stephen Doherty  
Hillcrest Estates  
10 George St  
Suite 20  
Lowell MA 01852

**Subject: CWS PLAISTOW: The Reserve at Snow's Brook; PWS ID: New System  
BRWs 1 & 2; NHDES #999006**

Dear Mr. Doherty:

The purpose of this letter is to conditionally approve the subject wells for The Reserve at Snows Brook in Plaistow. This decision was based on a review of the October 31, 2013 Final Report submitted to meet the requirements of New Hampshire Administrative Rule Env-Dw 301, *Small Production Wells for Small Community Water Systems*. This approval is subject to the following conditions.

***Water System and Sanitary Protective Area (SPA) Ownership:***

The New Hampshire Department of Environmental Services (NHDES) understands that you, dba Hillcrest Estates, plan on transferring ownership of the wells, pumphouse, distribution system, and SPA once the water system is built and ready for operation. When this transfer occurs, the following condition applies.

- Within **30 days** of the date that water system ownership is transferred to another entity, submit a copy of the recorded deed or easement to NHDES. Please note that failure to provide NHDES with documentation of new ownership may result in revocation of approval for the wells.

***Well Approval Conditions:***

- Due to SPA constraints, combined withdrawal from the two wells is limited to 14,400 gallons in any 24-hour period.
- The wells cannot be utilized for in-ground irrigation at the development.
- The wells shall be equipped with an appropriately sized air tube (or stilling tube) at the time of permanent pump installation, and remain in-place thereafter. DES will verify the installation of the stilling tube as part of the initial survey of the water system at the time of startup. If a stilling tube is not present, it will result in a water system deficiency and/or may jeopardize final approval.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

- Once operational, the water system shall register and report water use to the Water Use Registration and Reporting Program. Please contact Derek Bennett at 603-271-6685 for further information.

A copy of this letter should be kept on file with the water system's records for future reference and as an aid to meeting the NHDES source water protection requirements.

Please note that the well must be connected to a distribution system in accordance with Env-Ws 372, *Design Standards for Small Public Drinking Water Systems*. Contact Bethann McCarthy at 271-2949 for further information about system design and water treatment requirements for small community water systems.

**Source Specifications:**

Well Number	Well Status	Permitted Production Volume/Yield	Sanitary Protective Area Radius	Wellhead Protective Area Radius	Source Description
BRW 1	New Well on New System	13,680 gallons	150 feet	1,500 feet	BRW 1, 77' South of pumphouse
BRW 2	New Well on New System	14,400 gallons	150 feet	1,500 feet	BRW 2, 63' South of pumphouse

The previous table outlines the specifications for the new wells. The Permitted Production Volume (PPV) is the maximum volume that may be pumped in any 24-hour period. The PPVs for wells are as shown above.

The sanitary protective areas (SPA) for the new wells are circles, centered on each well, with the radii listed above. The sanitary protective areas shall remain in a natural state and under the water system's control at all times.

The Wellhead Protection Areas for the new wells are circles, centered on each well, with the radii listed above. These are the areas within which educational materials must be distributed every three years as part of the wellhead protection program. The educational materials *must be distributed within 90 days of start-up of the system.*

The water system must notify the New Hampshire Department of Environmental Services (NHDES) when the system becomes active. Please contact Linda Thompson at 603-271-3544 or at [Linda.Thompson@des.nh.gov](mailto:Linda.Thompson@des.nh.gov) for more information.

Stephen Doherty  
Snows Brook/Plaistow  
November 12, 2013  
Page 3 of 3

**Pumping Test Water Quality Analysis-Laboratory ID Numbers:**

BRW 2: 3310-01686; BRW 1: 3310-01692

Once the water system becomes active and has received a PWS source identification number, chemical monitoring staff will contact you with a Master Sampling schedule. The water system must add sampling taps to the new wells and must contact staff so that the schedule will accurately reflect the correct sampling locations.

If you have any questions about the Chemical Monitoring requirements, contact Tricia Madore at 603-271-3907 or at [Tricia.Madore@des.nh.gov](mailto:Tricia.Madore@des.nh.gov). Please note that NHDES may initiate enforcement action if the system fails to implement a chemical monitoring program that includes the new wells.

If you have any questions about this letter or any other community well siting issues please contact me at (603) 271-2947 or by email at [Diana.Morgan@des.nh.gov](mailto:Diana.Morgan@des.nh.gov).

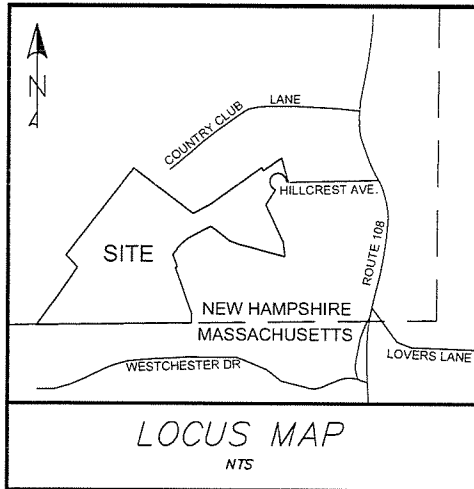
Sincerely,

A handwritten signature in black ink, appearing to read "Diana Morgan", with a long horizontal line extending to the right.

Diana W. Morgan, Professional Geologist  
Drinking Water & Groundwater Bureau

CC: Charles Lanza, HAWC

Bethann McCarthy, Derek Bennett, Linda Thompson, Debra Sonderegger,  
Cynthia Klevens, NHDES  
Lee Komornick, Town Planner, Plaistow



#### NOTES

- 1) THE PURPOSE OF THIS PLAN IS TO ESTABLISH A PROTECTIVE WELL RADIUS EASEMENT FOR TWO EXISTING WATER WELLS FOR THE SNOWS BROOK WATER SYSTEM.
- 2) PARCEL 58/6 IS DESCRIBED IN R.C.R.D. BOOK # 5430 / PAGE # 2782.
- 3) THE OWNER OF RECORD FOR THIS PARCEL IS AS FOLLOWS:

MAP 58 LOT 6,  
HILLCREST ESTATES, LLC,  
118 ROCKY ROAD  
PO BOX 376 RINDGE, NH 03461

- 4) BOUNDARY INFORMATION SHOWN HAS BEEN TAKEN FROM PLAN D-37711.

N 52°36'20" E  
507.59'

PLAISTOW, NH  
HAVERHILL, MASS.

N 73°27'02" W  
1112.70'

#### PLAN REFERENCES

- 1) "THE RESERVE AT SNOW'S BROOK, CORRECTIVE LOT CONSOLIDATION PLAN", LOCATED IN, PLAISTOW, NH AND RECORDED IN THE ROCKINGHAM REGISTRY OF DEEDS AS PLAN D-37711.

#### GRAPHIC SCALE



( IN FEET )

1 inch = 40 feet

TAX MAP 58 / LOT 6  
1,006,672 S.F.  
23.11 AC  
N/F HILLCREST ESTATES, LLC  
PO BOX 376  
RINDGE, NH 03461

PROPOSED BUILDING  
(TYPICAL)

DRIVE B

EXISTING ROAD  
(TYPICAL)

EXISTING GRAVEL  
DRIVE

EXISTING BEDROCK  
WELL #2

EXISTING BEDROCK  
WELL #1

SNOW'S BROOK

SANITARY PROTECTIVE  
AREA (TYPICAL)

"I CERTIFY THAT THE ERROR OF CLOSURE USED IN THE PREPARATION OF THIS PLAN DOES NOT EXCEED 1 PART IN 10,000. BOUNDARY INFORMATION SHOWN IS TAKEN DIRECTLY FROM R.C.R.D. PLAN # D-37711

"I FURTHER CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN." (RSA 676:18, III)

JOSHUA M. MANNING, L.L.S.

DATE

\* NOTE: A COPY OF THIS PLAN HAS BEEN FILED WITH THE TOWN OF PLAISTOW, N.H. PLANNING BOARD.

#### WATER RIGHTS AND EASEMENT PLAN

FOR  
SNOW'S BROOK WELL SITE  
THE OWNER OF RECORD FOR TAX MAP 58 LOT 6  
HILLCREST ESTATES, LLC  
IN  
PLAISTOW, NEW HAMPSHIRE  
AS DRAWN FOR  
HAMPSTEAD AREA WATER COMPANY, INC.  
54 SAWYER AVE  
ATKINSON, N.H. 03811

SCALE: 1"=40'

DATE: 6/3/2014

#### REVISIONS

DATE:	DATE:
DATE:	DATE:
DATE:	DATE:

DRAWN BY: SSC DATE: 6/3/14  
DESIGNED BY: DATE:  
APPROVED BY: JMM DATE: 6/10/14

HAMPSTEAD AREA  
WATER COMPANY, INC.

Prepared by  
HAMPSTEAD AREA WATER COMPANY, INC.  
54 SAWYER AVE  
ATKINSON, N.H. 03811  
(603) 362-4299 FAX 362-4936

SHEET 1 OF 1

D-38525



## CONTRACT TO INSTALL WATER SYSTEM ASSETS

Agreement made this 28<sup>th</sup> day of October, 2014, by and between Hampstead Area Water Services Company, a division of Lewis Builders Development, Inc., a New Hampshire corporation ("HAWSCO") of 54 Sawyer Avenue, Atkinson, New Hampshire 03811, and Hillcrest Estates, LLC, a New Hampshire limited liability company, of 10 George Street, Suite 210, Lowell, Massachusetts 01852, ("Developer").

WHEREAS, Developer is constructing a residential condominium development containing thirty four (34) dwelling units, known as "The Reserve At Snow's Brook Elderly Community", located off Hillcrest Avenue, in Plaistow, New Hampshire (the "Development") and has caused as part of such construction the installation of a domestic, potable water system to serve the development; and whereas, HAWSCO has or is willing to install certain water system assets, as described below.

NOW THEREFORE, the parties agree as follows:

**HAWSCO will:**

1. Supply and Install (1) 2 HP Jockey Pump 230V 3 Phase.
2. Supply and Install (2) 7.5 HP Booster Pumps 230V 3 Phase.
3. Supply and Install a REPCO Control Panel Model RC55-7.5W1-D5UL. Water system control panel with variable frequency drives on all pumps, MicroLogix programmable logic controller, 8" color touch screen. Complete with all components mounted, wired and tested in a NEMA 12 enclosure. Control panel is line powered by 230 volt single phase with three phase output and is listed as a UL508 Industrial Control Panel.
4. Supply and Install (2) ¾" Neptune T-10 Meters with Tricon Heads.
5. Supply and Install (1) 2" Neptune Turbine Meter with Tricon Head
6. Supply and Install (2) 119 Gallon Pressure Tanks.
7. Supply and Install a Peristaltic Chemical Feed Pump with 50 gallon chemical barrel.
8. Supply and Install Bag Filter Model BCB-1-1.5-EXT with bag
9. Supply and Install (2) REPCO Conditioner Filters
  - a. 30"x72" Mineral Tanks
  - b. 15 CrFT. MTM Media
  - c. 2850S Automatic Control Valve
  - d. Filtered Backwash
10. Supply and Install (2) REPCO Arsenic Filters Model 100UF-LAYNE
  - a. 24"x72" Mineral Tanks
  - b. 10 Cu. Ft. Layne RT Media

- c. 1.5" PVC Upflow heads with hub and laterals
11. Supply and Install all fittings, valves, and appurtenances as shown on the plans to connect all of the equipment.
12. Supply and Install all electrical components located within the interior of the Pumping Station. System Startup & Optimization – This includes the necessary labor to optimize the newly installed equipment until it is fully functioning.

Please note the following work shall be performed by others at Hillcrest's cost and direction, and **is not included** in the price below:

- All site work associated with the construction of the Pumping & Treatment Station.
- Construction of a complete weather tight structure for the Pumping & Treatment Station.
- Pulling wire from transformer/hand hole to Pumping & Treatment Station.
- Generator and transfer switch materials and installation (except for the electrical connections associated with the generator and transfer switch). Please note the generator shall be located within 10' of the Pumping & Treatment Station.
- Purchase and installation of the 10,000 gallon storage tank.

**Hillcrest agrees:**

1. To pay a cost of **\$109,360.00** for the above work. This price assumes all work related to the overall construction of the Pumping & Treatment Station is performed in a timely and continuous manner as to not delay HAWSCO's work.
2. To pay for the installation of telemetry which will be required for the system to communicate with the HAWC office should Hampstead Area Water Company, Inc. (HAWC) acquire this water system. The cost to add this is **\$7,000**.
3. To pay:
  - a. a deposit of 50% (**\$54,680.00**) for HAWSCO to order materials and schedule work.
  - b. a further payment of 25% (**\$27,340.00**) at the commencement of work.
  - c. the balance due under this agreement at the completion of the work.
4. To pay interest at the rate of 2% per month for any unpaid balance.
5. To pay all costs of collection, including attorney's fees and court costs should collection action be necessary or other legal process is required to be prosecuted by HAWSCO under this agreement.

**The Parties agree:**

1. Modification and Waiver: That any modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality. The failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

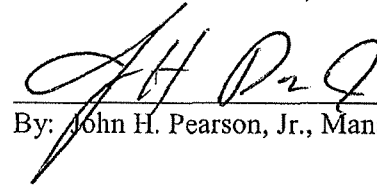
2. Entire Agreement: This agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth hereunder.
3. Neither party has been induced to enter into this Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Agreement, any term sheets or other correspondence preceding the execution of this Agreement, or any prior course of dealing between the parties.
4. Each Party acknowledges that it had competent representation in this transaction and the provisions of this Agreement have been freely and carefully negotiated. This Agreement shall be given a fair and reasonable interpretation in accordance with the words hereof, without any weight being given to its having been drafted by either party.
5. Situs: This Agreement shall be construed and governed in accordance with the laws of the State of New Hampshire.
6. Partial Invalidity: If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
7. Captions: The paragraph captions or headings of this agreement are inserted only as a matter of convenience and for reference and, in no way define, limit or describe the scope, intent or rights conferred under this agreement nor in any way affect or limit the provisions herein.
8. Mediation: If there is a dispute regarding this agreement, the parties agree to first submit such a dispute to Mediation before utilizing any other means of dispute resolution.

HAMPSTEAD AREA WATER SERVICES  
COMPANY, a division of Lewis Builders  
Development, Inc.



By: Harold J. Morse, Vice President

HILLCREST ESTATES, LLC



By: John H. Pearson, Jr., Manager, duly authorized

## PERSONAL GUARANTY

The undersigned (collectively, "Guarantors" and each a "Guarantor"), hereby jointly and severally unconditionally guarantee to Lewis Builders Development, Inc. full and prompt payment when due of all amounts payable under the foregoing Contract to Install Water System Assets (the "Contract"), and due performance of all of the Obligations under the Contract, together with any and all subsequent renewals, extensions, continuations, modifications, supplements and amendments thereof, now existing or hereafter arising. This is a guaranty of payment and not of collection, and the Guarantors each expressly waive any right to require that any action be brought against Hillcrest Estates, LLC or any other guarantor, or to require that resort be had to any security, if any. This guaranty shall not be affected by any compromise, settlement, release, waiver, renewal, extension, indulgence, change in or modification of any of the provisions of the Contract or its Obligations. Each Guarantor unconditionally waives (a) the benefit of all homestead exemptions, both state and federal, as to each of his Obligations hereunder, and (b) all notices and demands of any kind, including without limitation all demand of payment, notice of nonpayment, protest, and dishonor. Nothing shall discharge or satisfy the liability of any Guarantor hereunder except the full performance and payment of the Contract terms. The Guarantors agree that proper venue for any legal action in connection with this guaranty shall be in the State of New Hampshire, and that this guaranty shall be governed in all respects by the law of the State of New Hampshire, excluding its principles of conflicts of law.

IN WITNESS WHEREOF, each of the undersigned Guarantors has executed this guaranty effective as of the 28<sup>th</sup> day of October, 2014.

### GUARANTORS:

Signature: [Signature]  
Name: John H. Pearson, Jr.

Signature: [Signature]  
Name: Nels A. Palm

Signature: [Signature]  
Name: Stephen Doherty

Signature: XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
Name: XXXXXXXXXXXX Steven Blum XXXXXXXXXXXX

**SNOW'S BROOK  
SCHEDULE OF COSTS OF ACQUISITION**

**I. SCHEDULE OF PAYMENTS FROM HAWC TO HILLCREST ESTATES, LLC**

The total amount of payment shall be One Thousand and 00/100 Dollars (\$1,000.00) per residential unit, all located within the Development. This amount shall be paid as per the terms of the Promissory Note (Exhibit 8).

**II. SCHEDULE OF CONVEYANCE/ASSIGNMENT OF THE SYSTEM TO HAWC  
FROM DEVELOPER AND OWNER**

Owner and Developer shall execute a Bill of Sale of the System, in a form consistent with Exhibit 7, within Thirty (30) days after completion and acceptance by HAWC, and the remaining amount of the cost of the system, less the total amount to be paid by HAWC per hookup, will be contributed by the Developer and Owner to HAWC as Contribution In Aid of Construction (CIAC).

**THE RESERVE AT SNOW'S BROOK, A CONDOMINIUM  
BILL OF SALE OF WATER UTILITY ASSETS**

NOW COMES **HILLCREST ESTATES, LLC**, a New Hampshire limited liability company doing business at 10 George Street, Suite 210, Lowell, Massachusetts 01852 (hereinafter referred to as the Seller), and for the consideration given by **HAMPSTEAD AREA WATER COMPANY, INC.**, doing business at 54 Sawyer Avenue, Atkinson, New Hampshire (the Buyer), by its agreement to operate the below-described water system, the Seller does hereby sell, assign, transfer and convey to the Buyer all of its right, title and interest in and to all of the following assets used in the production and supply and distribution of water produced from wells and related assets located off Hillcrest Avenue, in the Towns of Plaistow, Rockingham County, New Hampshire, known as The Reserve at Snow's Brook, a condominium development.

<b>PUC CODE</b>	<b>CONTRACTOR'S DESCRIPTION [Include machine and labor costs]</b>	<b>PRICE</b>
303	Easement Deed	\$0.00
304	Pump House and Site Work	\$45,000.00
304	Booster Pumping Station	\$0.00
307	Wells (drilling, Testing, engineering)	\$38,000.00
309	Supply Mains (mains, manholes, pipes, trenching, backfill, valves etc. from pump house to wells	\$2,500.00
311	Pumping Equipment (Pumps, motors, pump house, plumbing, electric, connectors, piping, valves etc.)	\$85,000.00
320	Water Treatment (filters etc.)	\$25,000.00
330	Distribution Storage (tanks, valves, standpipes, hydro tanks)	\$25,000.00
331	Transmission and Distribution mains i. 4", 3", and 2" piping	\$90,000.00
333	Services (water lines to curb stop at each customer's property line)	\$54,000.00
334	Meters - 34 customers x 350.00 per customer	\$11,900.00
335	Hydrants x \$3,500.00 per hydrant (includes installation)	\$0.00
339	Miscellaneous (not otherwise included)	\$0.00
Total		<u>\$376,400.00</u>

To have and to hold the same unto Buyer and its assigns and successors forever

Dated \_\_\_\_\_

**HILLCREST ESTATES, LLC, Owner**

Witness \_\_\_\_\_

By: \_\_\_\_\_  
John H. Pearson, Jr., Manager, duly  
authorized

EXHIBIT 8

HILLCREST ESTATES, LLC  
PROMISSORY NOTE

\$ 34,000.00

Oct 28, 2014  
Date: \_\_\_\_\_

Hampstead Area Water Company, Inc., (Borrower) a New Hampshire corporation doing business at 54 Sawyer Avenue, Atkinson, New Hampshire 03811, promises to pay to Hillcrest Estates, LLC (Owner), a New Hampshire limited liability company doing business at 10 George Street, Suite 210, Lowell, Massachusetts 01852 the sum of Thirty Four Thousand and no/100 Dollars (\$34,000.00) (Principal), at no interest as follows:

In installments of One Thousand Dollars and No Cents (\$1,000.00), each installment being payable upon hookup of water service and installation of a meter for said service for each of the Thirty Four (34) units to be sold in the Snow's Brook development, until said principle amount is paid in full. Borrower will pay all costs and expenses of collection, including reasonable attorney's fees paid or incurred by Owner in enforcing this Note.

Hampstead Area Water Company, Inc. may prepay this note at any time. Presentment, notice of dishonor or protest are hereby waived by all makers, sureties, guarantors and endorses hereof. This Note shall be the joint and severable obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them and their successors and assigns.

HAMPSTEAD AREA WATER  
COMPANY, INC.

Judith A. Armstrong  
Witness:

By: Harold Morse  
Harold Morse, Its President, duly  
authorized.

ACKNOWLEDGED AND ACCEPTED  
HILLCREST ESTATE, LLC

BY John H. Pearson, Jr.  
John H. Pearson, Jr., Manager, duly authorized

**EXHIBIT 9****SNOW'S BROOK****PROJECT COST SCHEDULE**

<b>PUC CODE</b>	<b>CONTRACTOR'S DESCRIPTION [Include machine and labor costs]</b>	<b>PRICE</b>
303	Easement Deed	\$0.00
304	Pump House and Site Work	\$45,000.00
304	Booster Pumping Station	\$0.00
307	Wells (drilling, Testing, engineering)	\$38,000.00
309	Supply Mains (mains, manholes, pipes, trenching, backfill, valves etc. from pump house to wells	\$2,500.00
311	Pumping Equipment (Pumps, motors, pump house, plumbing, electric,, connectors, piping, valves etc.)	\$85,000.00
320	Water Treatment (filters etc.)	\$25,000.00
330	Distribution Storage (tanks, valves, standpipes, hydro tanks)	\$25,000.00
331	Transmission and Distribution mains i. 4", 3", and 2" piping	\$90,000.00
333	Services (water lines to curb stop at each customer's property line)	\$54,000.00
334	Meters 34 customers x \$350 per customer	\$11,900.00
335	Hydrants x \$3,500.00 per hydrant (includes installation)	\$0.00
339	Miscellaneous (not otherwise included)	\$0.00
Total		<u>\$376,400.00</u>













## Continuing Property Record

Classification Account Water Treatment Number: 320

Unit Description:

Snow's Brook  
Plaistow, NH

Total Cost 25,000.00 Est. Cost of Removal            Est. Salvage             
 Net Cost            Rate of Depreciation 3.6% Est. Life in Yrs. 28  
 Date Acquired 2015 Yearly Depreciation 900.00 Est. Yr of Retire           

Date	Additions		Retirements		Balance		Remarks or Location
	Units	Amounts	Units	Amounts	Units	Amounts	
1/1/15		25,000.00				25,000.00	Filters & related Items(CIAC=90.61%)
						25,000.00	
						25,000.00	
						25,000.00	
						25,000.00	
						25,000.00	
						25,000.00	
						25,000.00	
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						25,000.00	
						25,000.00	
						25,000.00	
						25,000.00	
						25,000.00	
						25,000.00	
<b>TOTALS</b>		<u><u>25,000.00</u></u>		<u><u>0.00</u></u>		<u><u>25,000.00</u></u>	











STATE OF NEW HAMPSHIRE  
THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION  
HAMPSTEAD AREA WATER COMPANY, INC

DW 14-

PETITION TO EXPAND FRANCHISE, OPERATE WATER SYSTEM INSIDE OF THE NEW  
FRANCHISE AREA, APPROVAL OF FINANCING, APPROVAL ACQUISITION OF  
ASSETS AND APPROVAL OF THE APPLICATION OF EXISTING RATES

PRE-FILED TESTIMONY OF HAROLD MORSE

Q. Please state your name, address and position with Hampstead Area Water Company, Inc.

A. My name is Harold Morse, of 54 Sawyer Avenue, Atkinson, NH and I am the President of Hampstead Area Water Company, Inc., (HAWC).

Q. Describe the overall history of HAWC?

A. HAWC is presently franchised in most areas of Hampstead and Atkinson, New Hampshire, and has franchised satellite systems in various towns in Rockingham County as per the Schedule A attached to the Petition.

Q. Why are you requesting a franchise expansion in Plaistow, New Hampshire?

A. We have been requested by a developer, Hillcrest Estates, LLC to provide water service to its development, Snow's Brook.

Q. Could you describe the new system that is being proposed and where it would be located?

A. The system in Snow's Brook would serve a 34 unit condominium development off of Hillcrest Drive in Plaistow. It is owned by Hillcrest Estates, LLC (Hillcrest). At the request of Hillcrest, Hampstead Area Water Services Company (HAWSCO), a division of Lewis Builders

Development, Inc., an affiliated company of Hampstead Area Water Company, Inc., obtained approval from the Department of Environmental Services (DES) for the well, (Exhibit 4) and will be installing the system. HAWSCO will be paid by Hillcrest for the installation of the water system.

Q. Would this system be part of the core system for the Company?

A. No, it would be a satellite or stand alone system. HAWC will acquire the system and operate it. HAWC will pay to Hillcrest \$1,000 per hookup for each of the Thirty Four (34) units for a total of \$34,000. The rest will be contributed by Hillcrest to HAWC as Contributions in Aid of Construction ("CAIC").

Q. What is the present tariff charged by the Company?

A. The tariff for HAWC is a consolidated rate of \$10.00 base charge per month with a consumption charge of \$5.02 per 100 cubic feet of water consumed.

Q. Are you requesting that the consolidated rate be extended to the new proposed area should the Commission grant the proposed Franchise?

A. Yes.

Q. Where does the consolidated rate for HAWC come from?

A. The rate was established under DW-12-170 by Order number 25,519.

Q. Does this conclude your testimony?

A. Yes.

STATE OF NEW HAMPSHIRE  
THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

HAMPSTEAD AREA WATER COMPANY, INC

DW 14-

PETITION TO EXPAND FRANCHISE, OPERATE WATER SYSTEM INSIDE OF THE NEW  
FRANCHISE AREA, APPROVAL OF FINANCING, APPROVAL ACQUISITION OF  
ASSETS AND APPROVAL OF THE APPLICATION OF EXISTING RATES

PRE-FILED TESTIMONY OF JOHN SULLIVAN

Q. Please state your name and business address:

A. John Sullivan. 54 Sawyer Avenue, Atkinson, New Hampshire.

Q. What is your present employment?

A. I am the controller for Lewis Builders Inc., employed as are most employees, by Lewis Builders Development, Inc., a wholly-owned subsidiary of Lewis Builders, Inc.

Q. As controller for Lewis, do your duties also include similar duties for Hampstead Area Water Company, Inc. ("HAWC")?

A. Yes.

Q. HAWC has submitted a Petition in this docket. Would you explain briefly what the purposes are for this Petition?

A. Yes. There are basically three reasons for this petition. First, the Company is requesting the approval by the Commission for the expansion of the franchise. Secondly, the Company is requesting that the Commission approve the acquisition of the water system assets, operate the water system, and financing for it purchase. Thirdly, the Company is

requesting the approval by the Commission for the application of the existing consolidated rate to the expansion area.

Q. What is the proposed expansion of the franchise?

A. The proposed expansion of the franchise would encompass an area of the Snow's Brook Condominium development as described in the Petition. We will be acquiring that water system in part as CIAC from the developer and in part through financing with the developer. The cost of the system being acquired is \$373,900.00. The out of pocket cost to HAWC is \$34,000, to be paid at no interest in installments of \$1,000 payable upon hookup of a unit to the system.

Q. What are the system assets being acquired?

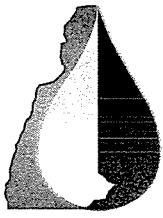
A. Those assets are listed on the Bill of Sale, the Project Cost Schedule, and the Continuing Property Records, attached as Exhibits 7, 9, and 10 respectively.

Q. What are the rates proposed for the franchise area and how were they derived?

A. The existing tariff for the Company is a base charge of \$10.00 per month and a consumption charge of \$5.02 per 100 cubic feet, billed monthly. We are requesting that the existing tariff be applied to the new franchise area.

Q. Does this conclude your testimony?

A. Yes.



# HAMPSTEAD AREA

## WATER COMPANY, INC

54 SAWYER AVENUE, ATKINSON, NH 03811

TEL: 603.362.4299 FAX: 603.362.4936  
www.hampsteadwater.com

November 12, 2014

Board of Selectmen  
Town of Plaistow  
145 Main Street  
Plaistow, NH 03865

Dear Board Members:

This letter is to advise you that the Hampstead Area Water Company, Inc. is filing a petition with the State of New Hampshire Public Utilities Commission to franchise a limited area in your town.

The purpose of the franchise area will be to serve the newly-developed condominium site known as The Reserve at Snow's Brook, off of Hillcrest Avenue, being developed by Hillcrest Estates, LLC.

We request that the Board of Selectmen acknowledge, in writing, to the Public Utilities Commission that they have been duly notified of this proposed petition to franchise this limited area. We have provided a form which you can sign and mail in the enclosed stamped envelope.

By signing this letter you are **not** waiving any right to intervene, should you so desire, nor to appear before or take part in the franchise proceedings before the PUC, should you so desire, but are only acknowledging that we have notified you of this proposed franchised petition.

If you have any questions, please do not hesitate to call me at the above number at extension 113.

Very truly yours,

Robert C. Levine,  
General Counsel

RCL/ja  
encl.

**TOWN OF PLAISTOW**

Deborah Howland  
Public Utilities Commission  
21 Fruit Street, Suite 10  
Concord, New Hampshire 03301-2429

RE: Petition of Hampstead Area Water Company, Inc. to acquire and operate a water system to service The Reserve at Snow's Brook condominium development, in Plaistow, NH.

Dear Ms. Howland:

Please be advised that the Plaistow Selectmen have been notified of the proposed petition to acquire and operate a small water system to serve The Reserve at Snow's Brook condominium development, located in Plaistow, New Hampshire, which will consist of approximately 34 units.

Our address is 145 Main Street, Plaistow, New Hampshire 03865, and our telephone number is 603-382-8469.

Dated: \_\_\_\_\_

Plaistow Board of Selectmen

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

Title: \_\_\_\_\_